

Glyndon City Council Packet August 9th, 2023, at 7:00 a.m. City Hall Council Chamber



- 1. Call to Order: Mayor Tracy Tollefson
- 2. Roll Call
- 3. Motion to Approve Consent Agenda
 - a. 7/26/23 Glyndon Days/Park/Public Relations Meeting Minutes
 - b. 7/26/2023 Council Meeting Minutes
 - c. Approve Resolution of Payments
- 4. Any Additions to the Agenda (urgent items only please)
- 5. Motion to Approve Agenda
- 6. Open Forum Public Comments/Concerns *this is the time for the General Public to address the Council regarding a City Business item that is not on the agenda. Typically, decisions will not be made at this meeting but will be referred to staff for further research. The Open Forum shall not be used to make political statements, political endorsements or for any political campaign purposes.
- 7. Mayor/Department Reports
 - a. Justin Vogel, Police Chief
 - b. Travis Braton, Public Works Supervisor
 - c. Bob Cuchna, Fire Chief
 - d. Wendy Affield, City Clerk
 - e. Tracy Tollefson, Mayor
- 8. Committee Reports
- 9. Old Business / Unfinished Business Update
 - a. Glyndon Days Discussion
 - b. Nuisance Ordinance #194 (review and make changes if needed)
 - c. Schedule Public Hearing for Nuisance Ordinance #194 (August 23rd at 5:00 pm)
 - d. Review Ordinance #195 An Ordinance Detailing Administrative Citations and Civil Penalties
 - e. Review Ordinance #166 An Ordinance Adopting the 2023 Fee Schedule
 - f. Approve Dakota Playgrounds Installation of Park Equipment, Mulch and Border for Johnson Park Approve the Additional Charge for the Added Equipment (was \$71,620 now \$76,875) Approve using \$13,167.03 of Escrow Park Funds, \$15,000 out of the Park Equipment Budget and \$76,577.97 of ARPA Funds (need a motion) (Attached is the bid from Midwest Playscapes totaling \$111.139.73 which is \$6,394.73 more than Dakota Playgrounds estimate)

10. New Business

- **a. 2024 Certified LGA Amount is \$454,449.00** (informational only 2023's amount was \$416,738.00)
- b. Approve Resolution 2023-7 A Resolution Providing for the Competitive Negotiated Sale of \$3,005,000 General Obligation Improvement Bonds, Series 2023A for Charleswood Addition (need a motion)
- c. Approve the Memorandum of Understanding Between Dilworth, Hawley, Barnesville and Clay County Related to the Joint Powers Agreement for the Joint Dispatch Center Known as Red River Regional Dispatch Center (need a motion)

- d. July 2023 Expense/Revenue Budget Sheets for Review (informational only)
- e. Present Budget to Council
 - Maintenance/Water & Sewer Department Budget Travis Braton
- f. At this time Mayor Tollefson will Close the Regular Council Meeting as Permitted by Minnesota Statute 13.D.03, Contract Labor Negotiations

<u>Mayor Tollefson please read</u>: The regular council meeting will be closed at this time for contract labor negotiations as permitted by Minnesota Statute 13.D.03.

- g. Possible Discussion Concerning Labor Negotiations
- 11. Time to Discuss the Additions to the Agenda (only discuss if added and approved in #4 above)
- 12. Miscellaneous Announcements & Recognitions
- 13. Adjournment

- 1. Call To Order: Mayor Tollefson called the meeting to order at 5:00 P.M.
- 2. Roll Call Mayor Tracy Tollefson; Council Members Justin Schreiber, Bryant DeVries & Steven Ring; Police Chief Justin Vogel; Public Works Superintendent Travis Braton; City Clerk Wendy Affield; Administrative Assistant Heather Johnson.

Attendees: Shonna Severson; Tony Doll. **Absent:** Council Member Patrick McCoy

Virtual Attendees: None.

3. Night To Unite on Tuesday, August 1st from 5:00 pm to 8:00 pm – Vogel said he is requesting that all Council Members and City staff be present for this to help out, as he is hoping to have a nice turnout. He would like to have DeVries and Schreiber start a bit early cooking the corn, and possibly have Tollefson and Ring help serve it. Vogel said the local Cub Scouts will be serving the freewill donation meal of hot dogs and chips, and UC Hope will be present to set up some kids' games and hand out prizes. He said there will also be an ice cream social and Affield and Johnson will help serve that. Vogel said he will be attending the "Chiefs Burger Cookoff" earlier that day but will be back to shuck the corn around 1:00 p.m. He said the corn should be ready to start boiling at 4:30 p.m. Affield said Games to Go will be on hand at 3:00 p.m. to set up the two inflatables, and a face painter will be available around 5:30 p.m. Vogel requests everyone to share all of the posts on social media to get the word out, and let friends and neighbors know to bring a towel for the slip 'n slide.

4. Glyndon Days -

- a. Schedule of Events Affield asked that everyone review it and double-check all the event times listed.
- **b.** Expense/Revenue Sheet with Donations Affield explained this sheet shows the current costs for all the activities, and any donations that have been received. She said there will be wristband sales coming in after the Saturday event. Mayor Tollefson asked Vogel if he will need Council's help on Bingo Night? Vogel said yes, all hands on deck again. He said he is down to just himself and one officer for a while, so he will need assistance with card sales and serving food.
- c. Workers Job List Affield explained there are a few spots remaining that need someone to fill in, such as who will be helping with the parade, bounce houses, selling wrist bands, handing out Dippin Dots, etc. Mayor Tollefson asked how the City-wide Garage Sale is doing for sign-ups? Johnson said there are 9 individual sales signed up so far, which is the same as last year. Severson asked if they could add on that UC Hope will be having a Bag Sale during the Saturday events? The Committee agreed. Affield asked Mayor Tollefson if she was planning to have someone else be in the parade since

she will be directing the parade line-up? DeVries said he can go wherever there's a need for someone to fill a spot. Mayor Tollefson asked if he could assist with the line-up? DeVries said yes, and asked to confirm the starting point is in Stockwood this year? Affield said yes. She then said the wristband sales will have Officer Mettert's help, but one other person would be nice. Severson volunteered to help sell wristbands. Schreiber volunteered to help direct Games To Go employees when they arrive, and Ring volunteered to help Affield hand out Dippin Dots. Affield said she also purchased some towels that can be sold for anyone wishing to go on the water games but forgot to bring one. She said the DGF Football team has volunteered to take over the Dunk Tank, and there will also be balloon sculptures, face painting, and caricature pictures, which is new this year. Pritchard and Johnson will be using the golf carts to provide transportation between the City Park and the Classic Car Show. Schreiber will be assisting the food truck vendors, but he asked that the power source be looked at as there have been issues in past years. Braton said he will take a look at it next week. Mayor Tollefson asked how many craft show vendors have signed up? Johnson said there are 39 booths so far. She then asked how many tents are available to use for shade? Affield said there are at least two or three of the large tents, and there are two 10' ft tents used for selling wristbands and whatever else might be needed. Mayor Tollefson asked about music? Affield said there is a speaker/karaoke machine that was used last year that worked really well for background music. Braton said he needs more reflective barricades, and will be making some calls to see if the City can borrow any. Vogel said they really only need the heavier-duty ones for the main intersections, and can use orange cones for the rest.

5. City Parks -

- a. Glyndon City Park: Pickle Ball Courts
- b. Anstadt Park: Gazebo & Pollinator Garden Affield said Braton had spoken with Penny Schellack from Bayer and had discussed a possible second pollinator garden for this park. Braton said Bayer won't do a donation, but we can invoice them for whatever the costs are for the garden. He said this park is quite small, and so a gazebo has been mentioned instead of having any park equipment. Mayor Tollefson asked about contacting the Anstadt family as they had previously mentioned donating a bench. Braton said he can do that, plus he would like to see if Andy Lake Woodworks might be able to construct the gazebo. Johnson suggested perhaps the industrial arts class could do it? Mayor Tollefson agreed and said they recently completed a small shed project. DeVries and Ring agreed the new shop teacher at the high school might be interested in it. Mayor Tollefson said she will put Braton in contact with the high school principal.

c. Skating Rink/Sledding Hill Area: Parking Lot & Warming House

d. Johnson Park: Park Equipment & Benches – Affield said there are renderings from Dakota Playground included in the packet, and she heard back today from the sales rep that equipment prices are starting to go up by 5%. She said if they decide to order quickly, then they can lock in the current prices and store the equipment over the winter. Affield said last year there was a grant option for installing a park like this, but in the end, it costs just as much as buying outright when the labor and freight is factored in, plus it does not include a swing set. She said Dakota Playground did the park in Southview and it was done quickly and efficiently. Schreiber asked if this would be covered by ARPA funds? Affield said yes. Mayor Tollefson asked how much in ARPA funds would be left to use for equipment? Affield said there

will be roughly \$90,000 dollars remaining. Mayor Tollefson asked about the labor cost to install the equipment that's pictured? Affield said she is waiting for a dollar amount, but had been previously told that a Dakota Playground supervisor could be hired to help out with the initial installation for about \$2,500 dollars. She said there is \$15,000 dollars remaining in the Parks Fund this year and if the same is included in the budget for next year, then the City has \$30,000 dollars to use towards the installation. Affield stated, along with some extra funds in the escrow park account, she said they should be just fine to cover everything. Braton said the Parks line is the only area that has not received any ARPA funds yet, and he would really like to move forward with this as the current equipment is falling apart. Ring asked if they need to make a motion to approve the purchase? Affield said during the regular Council meeting is when they can make a motion once it is added to the agenda. The committee agreed to move ahead with the purchase of the Dakota Playground equipment, and to make a motion during the following Council meeting.

- e. Southview Park: Shelter Area & Parking Lot
- 6. Public Relations -
- 7. Open Forum None.
- 7. **Adjournment** The Glyndon Days/Park Board Committee meeting ended at 5:35 p.m. with a motion made by Steven Ring, seconded by Justin Schreiber. All in favor. Motion Carried.

Tracy Tollefson, Mayor	_
	Wendy Affield, City Clerk
	Heather Johnson, Administrative Assistar

July 26, 2023 – Glyndon Days/Park Board/PR Committee Meeting Minutes

Glyndon City Council 7/26/2023 – 6:00 P.M. Regular Council Meeting City Hall Council Chambers

- 1. Call to Order: Mayor Tracy Tollefson called the meeting to order at 6:00 p.m.
- 2. Roll Call: Council Members Present: Justin Schreiber; Bryant DeVries; Steven Ring; Police Chief Justin Vogel; Public Works Superintendent Travis Braton; City Clerk Wendy Affield.

As Per Sign in Sheet: Tony Doll; Clay County Commissioner Frank Gross; Brock Franke; Myron Annis

Virtual Attendees: City Engineer Kris Carlson Absent: Council Member Patrick McCoy

- 3. Motion to Approve Consent Agenda A motion to approve the consent agenda was made by Steven Ring, seconded by Bryant DeVries. All in favor.

 Motion Carried.
 - a. 7/12/2023 Council Meeting Minutes
 - b. Approve Resolution of Payments
 - Approve Matthew Ober's Application to be a Glyndon Volunteer Firefighter
 - Purchase of Dakota Playground Equipment
- 4. Any Additions to the Agenda -
 - Purchase of New Steel Door from D&M Industries for Police Station Chief Vogel
- **5.** Motion to Approve the Agenda A motion to approve the agenda was made by Steven Ring, seconded by Justin Schreiber. All in favor. Motion Carried.
- 6. Open Forum Public Comments/Concerns Clay County Commissioner Frank Gross was present to discuss the County's new solid waste facility and also the construction of a new substance abuse center. He said the current center's bed capacity will now be doubled to 32 beds, and the groundwork has already been broken on the project. He also wanted to mention the upcoming re-development on the site of the former Moorhead Center Mall, which is the current home for the motor vehicle department so they will also be moving closer to the substance abuse center location. Gross presented the drawings for the new Roers Development project, which will be for mixed uses and include apartment buildings, first-floor businesses, the Moorhead Library, and a museum. He also discussed the West Central Regional Water District and its survey of Clay County water. They will be helping smaller surrounding cities who do not have water wells by forming a coalition with them and sharing water. Mayor Tollefson said this is similar to how Dilworth contracts water usage through Moorhead. Gross said the Commission is just going around to see what cities in the county might be interested in contracting with the WCRWD, and to provide as much information as they can. He said he is available at any time to answer questions if needed. The Council thanked him for coming today.

Resident Myron Annis was present to discuss his culvert issues and passed around photos to Council. He is upset that the culvert is too small and the water builds up in his yard up to his house, and has been dealing with this problem for at least 9 years. Mayor Tollefson asked Annis if he has talked to Braton about this? Annis said yes, but let Braton explain a little more. Braton said he spoke to City

Engineer Kris Carlson about it, and though they realize a larger culvert cannot be placed in this section of road Carlson said to fix the issue would require replacing a different section of culvert at the corner intersection. Carlson suggested putting in two more culverts to help move the water moving north to south. Braton said the City does not have the funding to do this type of project right now, but he would also like to see what happens with this coming winter's snowfall and spring melt. Annis is concerned with the potential water over-flow to his house, even if a larger culvert gets put in. Braton said he is new to the City, and has not yet seen how the water backs up. Annis became upset and said he doesn't want to hear that the City is going to push this off for another year and does not believe the City has no money to repair the problem. Mayor Tollefson said she understands and wants to find a resolution or research some more options. She said there has been previous issues with the water due to how the Community Center parking lot was being cleared of snow, and Braton is now aware of that and will move the snow elsewhere. She asked Carlson if he had anything to add. Carlson said he would be happy to come to town to visit with Annis and look at the culvert a little closer, but he feels the majority of the drainage issues boil down to spring run-off and culverts are not thawed. He feels a change in how the snow is removed from this area will alleviate a large portion of the problem. Mayor Tollefson said it would be great if Carlson could come to town and meet with both Braton and Annis. Carlson agreed and said a lot of these drainage problems will be fixed in the future when the City starts doing more road projects, but there could be a short-term fix he can look at. Annis said even with the clearing of the snow he still had flooding, so he feels only a replacing of the culverts is going to solve it. Carlson said if Annis is willing to show him the area, he will have a better idea of how to move forward. Annis agreed to the meeting, and Affield will help arrange it for next week.

7. Department Reports - Committee Reports -

- a. Justin Vogel, Police Chief Vogel said the current staffing update is that they are now down to only two officers, and it could be a three-to-four-week timespan. He said due to the recent shooting death of Fargo Officer Jake Wallin, he had sat down to talk with his officers to check in as how they are feeling about it. He said one of the main concerns was the lack of a front door with a peephole at the Police Station, and the officers do not feel safe answering the door when they cannot see who is behind it. He just received an estimate today stating a new steel door with a peephole will cost roughly \$1,100 dollars. Vogel said between himself and Officer Amaya they are working modified shifts until they are fully staffed again. He said there have been more reports about loose dogs, and his department has issued over 8 or 9 citations so they are addressing it. Schreiber asked if the fine increases with these citations? Vogel said no, but when the same person receives more than 5 then the judge will see a pattern and act on it. Mayor Tollefson said sometimes the concern is if someone will get bitten by a dog. Vogel agreed and said there have been no reports of anyone being bitten, but if that happens then it becomes a different issue and is addressed differently. He said if they discover a loose dog, they make every effort to return it to the rightful owner first and issue the citation, rather than impounding it. A motion to approve the purchase of a new steel door for the Police Station was made by Bryant DeVries, seconded by Steven Ring. All in favor. Motion Carried.
- b. Travis Braton, Public Works/Maintenance Braton said he met with Shannon Thompson from Clay County Recycling about the Recycling Center building in town. He said the County was not able to produce any paperwork showing they purchased a portion of the building, so it is now his belief the City owns the entire building. Braton said Thompson informed them there are no funds available to help with constructing a new area for the recycling and the City needs to keep the recycling as it is a location for surrounding townships, but he is now looking at adding a lean-to on the maintenance building that will be covered and move the recycling roll-off there. He said after visiting with Angie Kuehl from Fuchs Sanitation he would like to have a booth set up during the Glyndon Days event on Saturday to

survey residents on curbside recycling. Mayor Tollefson asked if they would have an online survey as well? Ring said they could end up with doubled responses that way, and Braton said there were not that many respondents to the first survey. Braton said even though the City is still required to offer a recycling location, he feels there will be a huge reduction in what is brought to the building if curbside collection is offered. He said single-sort collection is what would be offered, but it would not include glass. He said he has called a contractor to take a look at building the lean-to, but it would be at the City's expense and also would require a 14-foot door to have room to empty the roll-off. Braton said the extension would be pole-style. He said the City does not own any other property where a separate building could be built, so this lean-to would alleviate having any recycling bins be outside. This would also free up the south end of the building to house maintenance items. Braton stated he would run out of the south end of the building in the summer and the north end in the winter since that portion is heated. Affield said she asked Thompson if any area recycling centers have workers, and Thompson said not really anymore. She said this would be one area where the City could then save \$3,000-\$4,000 dollars per year by not having the current employee, who only works on Saturdays. She said the County currently reimburses the City's recycling costs at \$22,000 dollars per year. Braton said he will provide Council with building estimates when he gets them. He also said the cost to residents for having curbside recycling would possibly be between \$6.00-\$7.00 dollars per month, it would be collected every two weeks, and residents would receive a \$2.00 credit to their garbage service each month. Braton explained the idea behind that is you are recycling more so your garbage portion will be less. DeVries asked if things move forward and curbside ends up "a go", then the service starts right away? Braton said no, Fuchs Sanitation would then put in the order for the totes which would have some shipping time to get here, and then the totes would be assembled by Fuchs before being distributed to the residents. DeVries asked if cardboard would still need to be brought to the Recycling Center? Braton said no, the new totes would allow for single-sort recycling except for glass. Ring asked if the amount the County reimburses the City would change if curbside was offered? Braton said no, it is capped at \$22,000 dollars. He is hoping to reduce the amount of recycling coming in so the City can get rid of any bins that aren't needed. DeVries asked to clarify if this moves forward then all residents pay for the service regardless of use? Braton said that is correct, and Glyndon is now one of the few cities who does not offer the service. Affield said this is something Council will need to consider during the budget discussions, and to consider the amount of time it takes to implement the service. Braton also spoke with Thompson about moving the location of the City's compost roll-off out to the burn site instead. He said this would save the City from paying Fuchs Sanitation to haul away the compost, but he needs to do some more research going forward. Next week he said they will be trimming trees and getting the City Park ready for Night to Unite and Glyndon Days, and also taking a look at the dead trees along Eglon Avenue.

- Approve Purchase of a Stihl TS800 Concrete Saw for \$1,799 from Acme Tools Braton said this is a quote from Acme Tools, and would be used to do maintenance on City manholes rather than hiring the work out. He said it has cost around \$4,500 to have an outside source lower a manhole. Braton said for example there is a sinkhole off Parke Avenue, and this particular saw will be able to cut through and dig out the hole. In other quick news, he said his crew will try to do hydrant flushing the week of August 14th, and will be accompanied by the Fire Department in order to evaluate all of the hydrants. A motion to approve the purchase of a new concrete saw was made by Bryant DeVries, seconded by Steven Ring. All in favor. Motion Carried.
- **c. Bob Cuchna, Fire Chief** Cuchna said his department has been receiving a lot of applications from people who live outside the City limits, and although he would like to see more from in-town, he said they need as many volunteers as they can get.

• Approve Purchase of a Trailer for the Fire Department - Bids Included from Lakes Area Trailers (\$7,116.50), Visto's Trailer Sales (\$5,855), Ultimate Transportation (\$5,500 and \$4,900) - Cuchna said Assistant Chief Brock Franke will be leading the discussion about the trailer. Franke asked if Council had been made aware of the donations from the area townships? Mayor Tollefson said yes. Franke said the Fire Department has been in the market for a new trailer for a while now, and they have been attempting to get a grant for it. He said they were then approached by Glyndon Township who had some COVID-19 funds remaining that they wanted to donate, so they approved to use those funds towards the purchase of a new UTV as part of the department's wildland project. He said it will be ready for service soon and hopes to display it during Night To Unite. Franke said then they approached the other townships about wildland gear for the department, which costs \$3,500 per set. He said this trailer is an accessory for the UTV and will help haul tanks of water. He said both Moland and Riverton Townships approved donations of \$10,000 dollars each to help with these purchases. Franke said they were also able to attain some donated wildland gear sets which will help with costs. Outside of the gear and the trailer, he said the other big-ticket item will be a second tanker pump which will help fill the UTV from the roadside. He said they really need an aluminum trailer as it will last longer, and the estimate they are proposing is the one from Visto's Trailer Sales. This particular option has a rail around the edges as the other two do not, he said. Schreiber asked about the other township funds? Franke said Moland's donation of \$10,000 dollars will be used towards this trailer, some lighting at the Fire Hall, and other miscellaneous items. A motion to approve the purchase of a new trailer from Visto's for \$5,855 dollars was made by Justin Schreiber, seconded by Steven Ring. All in favor. Motion Carried.

Cuchna said his budget numbers have been provided to Affield, and the Rescue Department's numbers have not really changed. He said Council can reach out to him if they have any questions about the preliminary numbers. Cuchna said there will be some purchases coming up that will be over \$1,000 dollars, such as truck tests, truck maintenance, and other repairs. In other news, he said Braton may be assisting with some in-town volunteer duties, and he is working with the state pension office on some matters to see if he can volunteer for two (2) departments. Cuchna said he was contacted by former Council Member Dave Owings about a used gear dryer and found a link to an auction listing for one. He said brand-new these cost around \$9,000 dollars, so he would like to get Council's approval to put in a bid. Ring asked what Cuchna has left in his budget to spend on these items? Cuchna said he has not put all of his numbers in a spreadsheet yet, but he believes there should be more than enough in the Fire Department's restricted savings. Mayor Tollefson said it sounds like this dryer can be bid for a really good price, but she asked if there is a limit the Council wants to cap it at? Cuchna does not want to spend over \$2,500 dollars on this dryer. Council agreed. A motion to allow Cuchna to use funds from the restricted savings to bid on a used gear dryer was made by Steven Ring, seconded by Bryant DeVries. All in favor.

Motion Carried.

Cuchna then discussed the generator issue and said he has been working with a gentleman on this and was informed an electrician needed to come out to look it over. He said there should be a couple of portable generators stored somewhere that they can use, and should have MN DNR stickers on them. Braton said he has seen them and they are over at the main lift station. Cuchna said the City does not own them but they are allowed to use them at the Fire Hall. Ring asked if he has heard what amp of generator they will need. Cuchna said he is hoping to hear back soon about what the station will need in terms of a new generator and would also like to look at a way to increase storage capacity at the Fire Hall. Cuchna thought maybe a lean-to off the Fire Department might be an option to help with more room that is needed.

d. Wendy Affield, City Clerk – Affield said she has no updates at this time.

e. Kris Carlson, City Engineer - Project Updates - Carlson said he wanted to first start with the Hwy 10/Parke Avenue intersection project and stated it is now complete. He said he will do a final walkthrough and present the final budget numbers at the next Council meeting. Carlson said his next update is regarding the Charleswood Addition, and he did some follow-up with the contractors to get an idea where the project is at. He said after talking with the contractors and also the City's bond representative from David Drown Associates, Jason Murray, he feels fairly confident the bid numbers will not go down next year. Murray said a recent development bid in Hawley came back with assessment numbers of \$68,000 dollars per lot, which higher than the numbers for Charleswood. Carlson said the largest contributing factor is the cost of labor, it keeps rising, and he is concerned if the City were to wait until next year the assessment prices will only go up further. He said they are approaching the final days of the 60-day bid hold, and if the City wants to avoid a penalty then a decision needs to be made. Carlson said based on all information provided, he is comfortable moving forward with the project from a cost perspective. Schreiber said if Council decides to move forward, will the project begin this year? Carlson said it would start this year, with dirt work beginning this fall and road work next spring. DeVries asked about the Developer's Agreement, and if all parties had signed or what the status is? Affield said she sent an email to all the Developers letting them know this project was likely to move forward, and one of them responded that he is excited to move forward but was concerned with the Letter of Credit since he was not approved for the higher amount. She said not all of the Developers have signed the agreement, and City Attorney Ken Norman has given Council a letter with his concerns, but she is not sure if the Letter of Credit can be enforced without a fully signed agreement. Schreiber asked how many are left to sign the agreement? Affield said there are 3 to 4 signers left, Jim Sullivan, his son Mike Sullivan, one of the owners of Upscales Company and the individual landowners that have one (1) lot. She said Norman advised that if the agreement is not fully signed then it cannot be recorded, but if Council approves moving forward, then Murray can start working on the bond. She said if construction begins in August, then the first draw from the bond would likely occur in September or October. Affield also said the downfall then is the City would no longer have the 25% security from the letters of credit for each Developer. Ring asked to clarify if Council approves the project, then do they still need to wait on bonds from the Developers? Affield said no, and explained that it would be the City moving the project forward and taking out the bond. Mayor Tollefson said if any of the lots go into default, then after 4 years the City assumes ownership of them. A motion to approve Resolution 2023-6, a Resolution accepting the bid for Charleswood Development, was made by Steven Ring, seconded by Bryant DeVries. All in favor. Motion Carried.

Affield asked Carlson when he estimates the project might be completed? Carlson said the project should be wrapping up around the 4th of July, 2024, depending on if spring is long or short. He also said once the contracts are finished this week, he will get them back to Affield so she can get moving on the bond. Mayor Tollefson asked when construction might begin? Carlson said he estimates crews will start sometime after Labor Day this year. Ring asked to clarify that homes can start being built towards the end of July next year? Carlson said yes.

f. Tracy Tollefson, Mayor – Mayor Tollefson said she recently attended a meeting with the Mayors of Barnesville and Dilworth, Clay County Sheriff Mark Empting, two Clay County Commissioners, Deputy Chief Chris Martin, and the Barnesville City Administrator. She said the meeting was to discuss the Red River Dispatch Center's new building coming up and how the County charges for 9-1-1 services and other services. She said they talked about the overall costs and the Memorandum of Understanding (MOU) that is signed each year by cities. Mayor Tollefson said if the City does not sign this MOU, then some of the services provided by the RRDC will be impacted. She said she hopes Council decides to sign the MOU, as the County also provides other services besides 9-1-1 assistance. She will share more information at the next meeting when the MOU is presented. Vogel asked for a copy as he has not seen it yet. He said in previous years, area Chiefs of Police were included

in these meetings but have since been replaced by Commissioners and other higher ups, so he and other Chiefs have been left in the dark to these proceedings and discussions. Vogel said over 75% of the RRDC's services are paid for by the North Dakota side due to population size. He said Glyndon has the smallest population so our cost for these services is minimal. If the City were to choose not to sign the MOU, then his department would be left on their own to answer any non-emergency calls. Vogel said the City's cost of seventy-five hundred dollars (\$7,500) dollars for RRDC's services is nothing compared to hiring a full-time office person to answer all of the calls at fifty thousand dollars (\$50,000) per year. He said regardless, the residents would end up paying the County for these services anyway if Glyndon does not sign the MOU. Mayor Tollefson said she does not have the final version of the MOU yet as there was a decision made to shorten the terms from four (4) years down to three (3) years.

Mayor Tollefson said she also wanted to quickly talk about a meeting she had with Vogel back in February with the City of Dilworth, discussing a possible consolidation of both Police Departments. She said there have been follow up meetings since then, including one with a City who has recently consolidated their Police Department with another City's. Mayor Tollefson said at the beginning of these discussions, the City of Dilworth was not fully staffed, and they reached out to Vogel to get his thoughts, and now they've recently had another meeting about it. She said the overall feeling from the City at this time is that we have a good foundation with our Police Department, good leadership, doing very well with growth and have a great community outreach program. Mayor Tollefson said if there were to be a consolidation, they would have to consider how it would work, how would it look like overall? She said there would likely be only one Chief chosen, and all parties would need to consider whether the position would require each Chief to apply for it. Also in consideration would be the opportunity for growth and advancement within the department itself. Mayor Tollefson said it was now time to present these discussions to the Council to decide if any more needs to be said, or is it something they decide not to pursue? Schreiber said there has not been much movement in discussions during these meetings, so it is a bit frustrating when you spend as much time as we have but it sounds like Dilworth is in a better position now than they were five months ago. Schreiber feels it would be best to get the whole Council's input. Ring said in the four (4) years he has lived in the City he has been impressed by our local officers, so at this moment he is content with the department as it is. DeVries said it is like running a small business, and if you try to grow too big too quickly, then things can go haywire. He said when you have a good crew you don't want to lose them, but he would have to look at some numbers before deciding anything. All in all, DeVries said he feels this department does a great job and the officers go above and beyond every day, which comes from good leadership and if good leadership remains, they are doing just fine as is.

Vogel said he is willing to provide his thoughts on how all of this started, but if any of the Council have questions or concerns, he is open to answering. Chief Vogel was approached by the Dilworth's Police Chief about combining departments. Chief Vogel discussed the positives and negatives of combining departments. Chief Vogel advised due to the current concerns after the last meeting he feels the best interest of the City of Glyndon would be to remain its own entity. He said he takes a lot of pride in knowing his current officers have been here the longest out of any that the City has had, especially when cities three times larger are shutting there Police Departments down due to lack of staff. He said his officers right now are very vested in the community and are members of several local clubs and groups, which is something they are not required to do but instead choose to do in their off time. DeVries said he sees Vogel doing things above and beyond his job title all the time, and to him as a citizen, that is a big deal. He said he personally sees the officers at all of the ball games talking to everyone and being engaged with the community. DeVries said he is proud of his town and all of the officers and would like to keep things small. Mayor Tollefson agreed and said during these meetings she feels they have emphasized how pleased she and the citizens are with our Police Department. She said Council truly does appreciate and respect the leadership we already have, but it was important today to discuss it in the open

so everyone knows and is on the same page. Mayor Tollefson said she will contact Dilworth tomorrow to let them know this proposal is at its end as far as the City is concerned. DeVries and Ring both agreed, with DeVries thanking Vogel for his candor today as it is hard to talk about these things sometimes. Mayor Tollefson said in the beginning of these discussions, Vogel was making every effort to ensure that both cities would receive the best treatment and how to find a way to improve both communities. She reiterated what DeVries had said and wanted to extend sincere gratitude to Vogel and his department for everything they do.

8. Committee Reports –

a. Ordinance Committee - Nuisance Ordinance #194 - Mayor Tollefson said the ordinance in its entirety is included in this packet, and it has been reviewed by both City Attorney Norman and City Prosecuting Attorneys. She encourages Council to look through it very carefully. Affield said once Council reviews it, then there will be more discussion at the August 9th meeting to see if any changes need to be made. Norman will be present to answer any questions, and she will also have the fines included in Ordinance #166 - Fee Schedule that can be changed annually. She said there will also be another small ordinance to review at this meeting, which details the appeal processes. Mayor Tollefson again urged all of Council to read through every line and make sure they have reviewed it fully, as it will be on them to support it and be behind it once the enforcement takes place. Vogel said all initial notifications will come as a letter in the mail, and the recipient will be given a set number of days to come into compliance prior to any citations being issued. Mayor Tolleson said there will also be an Ordinance Panel comprised of two (2) Council Members and a community member who would review any appeals. Ring asked if any current properties will be grandfathered in? Schreiber said at the next meeting they will need to schedule a Public Hearing first to get resident feedback, and then it will take a couple readings before the ordinance goes into effect. Ring asked if there is an actual start date applied to new City ordinances? Affield said after the two (2) readings are complete and it is published then the ordinance takes effect. Vogel said once all is ready, the announcement of it can be put out on the City website, Facebook page, and newsletter to allow residents time to get their properties cleaned up. He said this ordinance has been compiled from surrounding cities' nuisance ordinances, so there is nothing included that has been "pulled out of thin air." Ring asked if any of the building permit requirements will need to be addressed due to this ordinance? Vogel said building permit issuance has its own separate rules and guidelines. Affield asked Ring to send her more information on which pages he is referring to and she will look into it.

9. Old Business/Unfinished Business Update -

a. Night To Unite & Glyndon Days Final Set-up Discussion

10. New Business

a. Approve Resolution 2023-6 – A Resolution Accepting Bid for Charleswood Development – (This resolution was approved above in the section marked for City Engineer – Kris Carlson)

b. Present Budget to Council

• Police Department – Chief Justin Vogel – Vogel said the only real change to his budget this year is the absence of a vehicle purchase, which was done this year. He said other than that, all other line items have stayed the same or decreased slightly. Vogel said as it sits now, his budget is -\$30,000 dollars less than last year. Schreiber said the Police Committee also was able to go through the budget with Vogel.

• Fire/Rescue Department – Chief Bob Cuchna – Ring said he and Cuchna briefly discussed the budget but did not go into depth due to McCoy being absent. He said they talked more
about larger purchases that were mentioned earlier tonight, but he does have a copy of the budget. Ring
said one other thing they discussed would be the purchase of new fire trucks, although he advised Cuchna
to have all current vehicles evaluated and maybe see if they can "reduce rather than replace." He said he
has done some initial checking, and there are a couple companies who can come in and evaluate the
vehicles and provide condition reports. Ring said he just wants to be sure before they go to the public
asking for \$1.3 million dollars for new trucks, they do their due diligence first and see if the current
vehicles are still useable. Overall, he said Cuchna's budget is about the same as last year with the
exception of those larger purchases. Ring asked when the budget needs to be finalized. Affield stated
Council will need to set the preliminary levy percentage by the end of September, you can go down
percentages, but you cannot increase them, then by the middle of December the final levy amount should
be decided on. Ring would also like to start looking into grants for some of our bigger purchases. Affield
informed Council we did receive a ten-thousand-dollar (\$10,000) grant for the generator at the Water
Treatment Plant.

c. At this time, Mayor Tollefson will Close the Regular Meeting as Permitted by Minnesota Statute 13.D.03 for Contract Labor Negotiations –

Mayor Tollefson read aloud the following statement: "The regular council meeting will be closed at this time for contract labor negotiations as permitted by Minnesota Statute 13.D.03."

A motion to close the meeting was made by Steven Ring, seconded by Justin Schreiber. All in favor. Motion Carried.

--Closed door session begins at 7:54 p.m.—

A motion to re-open the regular meeting at 8:55 p.m. was made by Justin Schreiber, seconded by Steven Ring. All in favor. Motion Carried.

11. Time to Discuss Additions to the Agenda -

- Purchase of New Steel Door from D&M Industries for Police Station (This was approved under Justin Vogel, Police Chief's Discussion)
- 12. Miscellaneous Announcements & Recognitions None.

13. Adjournment – A motion was made Ring. All in favor.	by Justin Schreiber to adjourn at 8:56 p.m., seconded by Steven
Motion Carried.	
Tracy Tollefson, Mayor	-
	Wendy Affield, City Clerk
	Heather Johnson, Administrative Assistant

July 26, 2023, Council Meeting Minutes

CITY OF GLYNDON

RESOLUTION RECORD

8/9/2023

RESOLUTION ALLOWING CLAIMS & ORDERING PAYMENT THEREOF

WHEREAS, THE CITY CLERK HAS AUDITED AND THE DEPARTMENTS HAVE APPROVED THE FOLLOWING CLAIMS AGAINST THE CITY OF GLYNDON, AND HAVE CERTIFIED THAT SUCH CLAIMS ARE PROPERLY PAYABLE BY THE SAID CITY, AND THAT THE SAID CITY CLERK HAS VERIFIED SUCH CLAIMS TO BE PAID AND HAS SATISFIED HERSELF THAT SUCH BILLS AND CLAIMS ARE PROPER CHARGES AGAINST THE CITY OF GLYNDON;

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

FUNDS:

Wednesday, August 9th, 2023

Vendor	Description	Code	Amount
702 Communications	Computer Server, Backups & IT Support	Coded Separate	4
Acme Tools	Concrete Saw/Blades/	Coded Separate	\$2,936.98
AFLAC - ONLINE PAYMENT	Employee Extra Insurance	G 101-29000	\$111.48
Ameritas Life Ins/Vision	Vision Insurance for Employees	101-41000-133	\$36.72
Aramark	Community Center Mops & Mats	101-43000-210	\$95.20
Arvig	Telephone Bill for July	Coded Separate	
Beam Dental Care ACH	Employee Dental & Extra Coverage	Coded Separate	\$218.66
CHS Dakota Plains	Weed Killer Chemicals	101-47000-225	\$137.51
City of Moorhead	Compost Services for July 2023	401-41000-386	
Dollar General	City Hall/Sewer/Police Supplies	Coded Separate	\$86.80
Elan Financial Service	Credit Card Statement for May/June	Coded Separate	\$5,558.53
Ferguson Waterworks	Hydrant Repair Parts/Water Tank + Cart	Coded Separate	\$1,266.71
Fuch's Sanitation	City Contracts/Recycling for July	401-41000-384	\$12,778.53
Gopher State One Call	Locating Fee for July	101-41000-300	\$44.55
Holiday Companies	Car Washes for Police Dept	101-42000-211	\$33.00
Johnson, Heather	Mileage Expense July	101-41000-331	\$25.97
JTF Trucking	Fire Dept - Engine 1 Repairs	501-45000-211	\$667.41
KFGO Radio	Glyndon Days Ad - 1/2 Paid by Arvig	101-41000-665	
Loffler	Monitoring Cellular Alarm for Security-3mo	101-41000-300	\$83.85
Magnum Electric	Replaced Starter for new well Pump	201-44000-300	\$1,450.00
Menards	Maintenance/C Hall/Glyndon D/W & S	Coded Separate	\$734.34
Minnesota Life Ins	City Life Insurance Premium/Extra	Coded Separate	\$64.00
MinnKota Recycling	Recycling Charge for July	401-41000-384	
Moen Portables	Glyndon Days Toilets	101-41000-665	\$375.10
Napa Auto Parts	Solenoid - Maintenance Dept	101-47000-211	\$62.99
Nardini Fire Equipment	Fire Dept Inspection/Extinquishers	501-45000-580	\$309.00
Nardini Fire Equipment	All other City Extinquisher Inspection	101-41000-300	\$385.00
Norman Law Office	Legal Services for July	101-41000-304	\$705.00
Oasis	Fuel Statements - All Departments	101-42000-212	\$1,417.52
Petro Serve	Fuel Statements - All Departments	Coded Separate	\$643.67
Premium Waters	Police Dept Water Jugs	Coded Separate	\$35.19
Red River Valley Co ACH	Shelter House Lights/City Wide Lights	Coded Separate	\$1,176.28
RMB Enviromental Lab	Water Testing on 7/26/23	201-44000-300	\$362.64
Runnings	Maintenance & Water Supplies	Coded Separate	\$20.90
Strata			\$148.51
Superior Sales & Service	Mower Blades - Maintenance	101-47000-211	\$183.40
Swanson's Repair	Fire Dept Vehicle Repairs & Maintenance	501-45000-211	\$1,752.73
Swanson's Repuli	The pept vehicle Repairs & Maintenance	201 10000 211	Ψ±,,, σ±.,, σ

Verizon Xcel Energy

Cell Phone Bill for July Electric/Natural Gas for July Coded Separate Coded Separate

TOTAL

\$33,908.17

AS CERTIFIED BY WENDY AFFIELD CITY CLERK

GRAND TOTAL

\$33,908.17

City Workers Needed

Tuesday, August 8th

☑ DGF Alumni Softball Game – o

Wednesday, August 9th

- Morty's Bar & Grill Golf Tournament − o
- DGF Rebels Fish Fry (Buffalo River Speedway) o

Thursday, August 10th

- **☒** City Wide Rummage Sale o
- Golf Scramble The Hill Lounge o
- 3 on 3 Basketball Tournament (H.S. Gym) o

Friday, August 11th

- Serve Free Will Meal for BINGO Heather/Wendy
- ☑ BINGO Night at the Community Center Stacy/Annie/Justin/Teryn/Steven/Tracy/Kari UC Hope

Saturday, August 12th

- ☑ City-wide Garage Sale o
- **⊠** Set-up Process Everyone
- Color Guard/Parade/Car Cruise Tracy/Bryant/Patrick & Maintenance
- City of Glyndon's Float in Parade 2 Tracy & Daughter
- Tollefson Classic Car Show o
- Glyndon Lutheran Bake Sale & Meal o
- Vendor & Craft Show Setup (10x10 space) 2 Heather & Wendy
- **⊠** Bouncy Houses 1 Justin
- Selling Wrist Bands/Towels from 10:30 to 1:30 2 Annie & Shonna
- Dunk Tank Football Team o
- Balloon Sculpting o
- **☒** Face Painting o
- \boxtimes Caricature Pictures - o
- Food Vendors 1 Justin S.
- \boxtimes Golf Cart Rides – 2 – Stacy (?) & or Heather
- Clean-up Process Everyone
- Morty's Bar & Grill Bean Bag Tournament & Dance o

Worker List

Tracy Tollefson	Justin Vogel
Patrick McCoy	Annie Mettert
Bryant DeVries	Teryn Amaya
Justin Schreiber	Stacy Pritchard
Steven Ring	Travis Braton
Wendy Affield	Ty Wegenast
Heather Johnson	Benjamin Thureen
Shonna Syverson	•









Tents/Tables/Chairs & Misc for Saturday's Activities

Hang the "Glyndon Days" 2 Banners on the garage – west side & south side.

Hang up the Sponsor's Sign on the garage also.

- 1 Tent, 1 Table & 2 Chairs for Selling of Wrist Bands Money/Wrist Bands/Signs/Towels & Shirts for sale.
- 2 Tents Food Court Tables & Chairs

Set up 6 to 8 tables and chairs in the Community Center.

- 1 Chair for Balloon Sculpting
- 1 Table & 2 Chairs for Face Painting
- 1 Table & 3 Chairs for Caricature Pictures
- 2 Chairs for Dippin Dots Cooler/Garbage Can/Stampers (one per person to start with)

If we have extra tents, we can set them up around so people can sit under them.

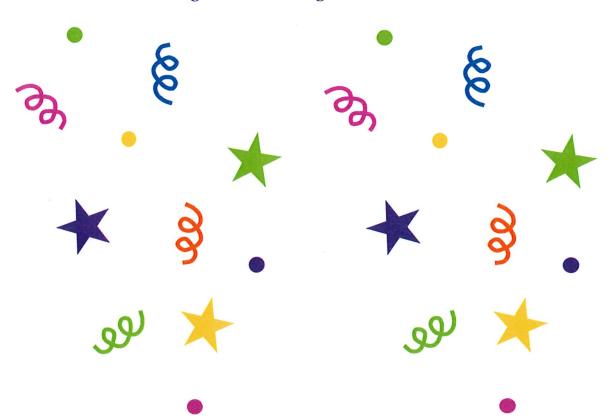
We can set out the blankets for people to sit on.

The picnic tables for people to sit on – also have table covers for them.

Set up the Music Speaker outside for everyone to enjoy.

Wendy Give Tracy the squish balls to throw at the parade.

Make sure the Grand Marshal gets their car magnets.



CITY OF GLYNDON, MINNESOTA COUNTY OF CLAY

ORDINANCE NO. 194

AN ORDINANCE REGULATING PUBLIC NUISANCES WITHIN THE CITY OF GLYNDON, MINNESOTA

BE IT ENACTED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF GLYNDON AS FOLLOWS:

Ordinances No. 12, 77, 96, 105, 117, 135, 138 and 145 are hereby repealed and in their place and stead the following ordinance is adopted.

Section:

- 1-1-1. General Provisions
- 1-1-2. Removal of Snow and Ice
- 1-1-3. Weeds and Lawn
- 1-1-4. Open Burning
- 1-1-5. Noise Control Regulations
- 1-1-6. Graffiti
- 1-1-7. Nuisance Penalties and Abatement

1-1-1. GENERAL PROVISIONS

A. PUBLIC NUISANCES PROHIBITED – A person must not act, or fail to act, in a manner that is or causes a public nuisance.

B. PUBLIC NUISANCES DEFINED

- 1. Generally A public nuisance is a thing, act, occupation, condition, or use of property which shall continue for such length of time to:
 - a) Unreasonably annoy, injure, or endanger the safety, health, morals, comfort, or repose of any considerable number of members of the public; or
 - b) Interfere with, obstruct, or render dangerous for passage any public highway or right-of-way, or waters used by the public; or
 - c) Greatly offend the public morals or decency; or
 - d) In any way renders the public insecure in life or in the use of property.
- 2. Public Nuisances Affecting Health The following are hereby declared to be public nuisances affecting health but shall not be construed to exclude other public health nuisances coming within the definition of division (1) above:
 - a) Exposed accumulation of decayed or unwholesome food or vegetable matter; or
 - b) All diseased animals running at large; or
 - c) All ponds or pools of stagnant water; or
 - d) Carcasses of animals not buried or destroyed within 24 hours after death; or
 - e) Accumulations of decaying animal or vegetable matter, trash, manure, refuse, rotting lumber, bedding, packing material, scrap metal, or other debris; or
 - f) Privy vaults and garbage cans which are not rodent-free or fly-tight or which are so maintained as to constitute a health hazard or to emit foul and disagreeable odors; or

- g) The pollution of any public well or cistern, stream or lake, canal, or body of water by sewage, industrial waste, or other substances; or
- h) Any weeds or grasses, whether or not noxious as defined by state law, growing to a height greater than eight inches (8"), or which have gone or are about to go to seed, regardless of height; or
- i) Dense smoke, noxious fumes, gas and soot, or cinders, in unreasonable quantities; or
- j) All Public exposure of people having a contagious disease.
- 3. Public Nuisances Offending Morals and Decency The following are hereby declared to be public nuisances offending morals and decency but shall not be construed to exclude nuisances offending morals and decency coming within the definition of division (1) of this section:
 - a) Any trade, occupation, commercial activity, or business as defined by statute not operating under local license; or
 - b) All bawdy houses, houses of ill fame, gambling houses and buildings, or structures kept or resorted to for the purpose of prostitution, promiscuous sexual intercourse, or gambling; or
 - c) All illegal gambling devices and slot machines; or
 - d) All places where intoxicating liquor or fermented malt beverages are sold, possessed, stored, brewed, bottled, manufactured, or rectified without a permit or license as provided for by the city or by state laws; or
 - e) Any place or premises where the ordinances or state laws relating to public health, safety, peace, morals, or welfare are openly, continuously, repeatedly, and intentionally violated; or
 - f) Any place or premises resorted to for the purpose of drinking intoxicating liquor or fermented malt beverages in violation of the laws of the state or other ordinances of the city.
- 4. Public Nuisances Affecting Peace and Safety The following are hereby declared to be public nuisances affecting peace and safety but shall not be construed to exclude other nuisances affecting peace and safety coming within the definition of division (1) of this section:
 - a) All unnecessary and annoying vibrations; or
 - b) All obnoxious noises in violation of Minn. Rules Chapter 7030, as they may be amended from time to time which are hereby incorporated by reference into this section; or
 - c) Depositing of snow on streets as referenced in <u>1-1-2-B</u> or the depositing of snow on someone else's property without their permission; or
 - d) Solid waste and recycling totes placed in the right-of-way must be removed within forty-eight (48) hours; or
 - e) All buildings erected, repaired, or altered within the fire limits of the city in violation of the provisions of the ordinances of the city relating to materials and manner of construction of buildings and structures within said district; or
 - f) All unauthorized signs, signals, markings, or devices which purport to be or may be mistaken as official traffic-control devices places or maintained upon or in view of any public highway or railway crossing; or
 - g) All fences, walls, shrubbery, or other obstructions to vision above thirty inches (30") from the established street grades within the triangular area formed at the intersection of any street right-of-way lines by a straight line drawn between said right-of-way lines at a distance along each line of twenty-five feet (25') from their point of intersection; or
 - h) All limbs of trees or shrubs which project over a public right-of-way or street at less than twelve feet (12') or over a public sidewalk, park, or playground at less than eight feet (8'); or
 - i) All use or display of fireworks except as provided by the laws of the state or ordinances of the city; or
 - j) All buildings or structures which are potentially hazardous to persons or property, including but not limited to a structure which is in danger of partial or complete collapse, a structure with any exterior parts which are broken, loose, or in danger of falling, or a structure with any parts such as floors, porches, railings, stairs, ramps, balconies, decks or roofs which are

- accessible and which are either collapsed, in danger of collapsing, or unable to support the weight of normally imposed loads; or
- k) All wires over streets, alleys, or public grounds which are strung less than fifteen feet (15') above the surface of the street or ground; or
- 1) All obstructions of streets, alleys, sidewalks, or crosswalks and all excavations in or under the same, except as permitted by ordinance; or
- m) All open and unguarded pits, wells, excavations, or unused basements freely accessible from any public street, alley, or sidewalk; or
- n) All abandoned refrigerators, iceboxes, washers, or dryers from which the doors and other covers have not been removed or which are not equipped with a device for opening from the inside by pushing only; or
- o) Any unauthorized or unlawful use of property abutting on a public street, alley, or sidewalk, or of a public street, alley, or sidewalk which causes large crowds of people to gather, obstructing traffic and free use of the streets or sidewalks; or
- p) Any abandoned above or underground tank whose capacity exceeds 1,100 gallons; or
- q) Repeated or continuous violations of the ordinances of the city or laws of the state; or
- r) Unoccupied buildings or unoccupied portions of buildings which are unsecured, including those with broken or missing windows or doors; or
- s) A vacant building or portion of a vacant building which has multiple housing code or building code violations or has been ordered vacated by the city or which has a documented and confirmed history as a blighting influence on the community.
- 5. Other Public Nuisances It is hereby determined that dilapidated fences and the storage or accumulation of trash, rubbish, junk, refuse, inoperable vehicles, building materials, and demolition materials upon any private property within the city tends to result in blighted and deteriorated neighborhoods, the spread of vermin and disease, and is contrary to the public peace, health, safety, and general welfare of the community.
- C. **DEFINITIONS** For purposes of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning:
- **D. BUILDING MATERIALS.** Shall include, without limitation, lumber, bricks, cinder blocks, plumbing materials, electric wiring or equipment, heating ducts or equipment, shingles, mortar, concrete or cement, nails, screws, or any other materials used in constructing any structure.
- **E. DEMOLITION MATERIALS.** Shall include, without limitation, debris resulting from the demolition of buildings, such as concrete, stone, plaster, bricks, concrete blocks, and other materials that are a result of the demolition and construction operations.
- **F. DILAPIDATED FENCES.** Any fence, in whole or in part, which has fallen on the ground, or because of decay or disrepair has deteriorated to such an extent that it presents a danger of imminent collapse on its own, or as a result of normal weather conditions.
- G. INOPERABLE VEHICLES. Shall include, without limitation, any vehicle, or trailer for which, for a period of at least seven (7) days, the engine, transmission, wheels, or other parts have been removed, or on which the engine, wheels, transmission, or other parts have been altered, damaged, or otherwise treated so that the vehicle is incapable of being driven under its own power, or any vehicle which does not display current license plates or have proof of current registration if license and registration are required by law for the vehicle to travel on public roads in the State of Minnesota.

H. NUISANCE PARKING AND STORAGE.

1. **Declaration of nuisance.** The outside parking and storage on residentially zoned property of large numbers of vehicles, materials, supplies, or equipment not customarily used for residential

purposes in violation of the requirements set forth below is declared to be a public nuisance because it: (1) obstructs views on streets and private property, (2) creates cluttered and otherwise unsightly areas, (3) prevents the full use of residential streets for residential parking, (4) introduces commercial advertising signs into areas where commercial advertising signs are otherwise prohibited, (5) decreases adjoining landowners' and occupants' use and enjoyment of their property and neighborhood, and (6) otherwise adversely affects property values and neighborhood patterns.

2. Unlawful parking and storage.

- a) A person must not place, store, or allow the placement or storage of ice fishing houses, skateboard ramps, playhouses, or other similar non-permanent structures outside continuously for longer than twenty-four (24) hours in the front yard area of residential property unless more than one hundred feet (100') back from the front property line.
- b) A person must not place, store, or allow the placement or storage of pipe, lumber, forms, steel, machinery, or similar materials, including all materials used in conjunction with a business, outside on residential property, unless shielded from public view by an opaque cover or fence.
- c) A person must not cause, undertake, permit, or allow the outside parking and storage of vehicles on residential property unless it complies with the following requirements:
 - i. No more than four (4) vehicles per lawful dwelling unit may be parked or stored anywhere outside on residential property, except as otherwise permitted or required by the city because of nonresidential characteristics of the property. The maximum number does not include vehicles of occasional guests who do not reside on the property.
 - ii. Vehicles or trailers that are parked or stored outside must be on a paved, concrete or graveled parking surface or driveway area.
 - iii. Vehicles, watercraft, and other articles stored outside on residential property must be owned by a person who resides on that property. Students who are away from school for periods of time but still claim the property as their legal residence will be considered residents on the property.
- I. JUNK. Shall include, without limitation, parts of machinery or motor vehicles, unused furniture, furniture which is manufactured and intended to be used exclusively indoors but is kept outdoors, stoves, refrigerators or other appliances, remnants of wood, metal, or any other cast-off material of any kind, whether or not the same could be put to any reasonable use.
- J. REFUSE. Shall include, without limitation, putrescible and non-putrescible and combustible and non-combustible waste, including paper, garbage, material resulting from the handling, processing, storage, preparation, serving, and consumption of food, vegetable or animal matter, offal (organs of a butchered animal), plant wastes such as tree trimmings or grass cuttings, ashes or incinerator residue, street cleanings, detached vehicle parts, furniture, or solid industrial and market waste.
- K. TRASH AND RUBBISH. Shall include any and all forms of debris not herein otherwise classified.
 - 1. Unlawful to Accumulate Junk, Refuse, Inoperable Vehicles, Trash, and Rubbish It shall be a nuisance and an offense for any person to store or permit the storage of accumulation of junk, refuse, inoperable vehicles, trash, or rubbish on any private property within the city, except within a completely enclosed building or upon the business premises of a properly zoned business and which materials would otherwise constitute junk, refuse, inoperable vehicles, trash, or rubbish as materials that are used in the ordinary course of that business.
 - 2. Unlawful to Dismantle Automobiles or Machinery; Exception It shall be a nuisance and an offense for any person to dismantle, cut up, remove parts from, or otherwise disassemble an automobile, whether or not the same be a junk automobile, abandoned vehicle, or otherwise, or

- any appliance or machinery, or store such parts, except in a completely enclosed building or upon the business premises of a property zoned business and which disassembling and storing of parts are done in the ordinary course of that business.
- 3. Unlawful to Store Building Materials or Demolition Materials; Exception It shall be a nuisance and an offense for any person to store or permit the storage or accumulation of building materials or demolition materials on any private property, except in a completely enclosed building or except where such building materials are part of the stock and trade of a business located on said property, or except when such materials are being used in the construction of a structure on the property in accordance with a valid building permit issued by the city, and unless that construction is completed within a reasonable period of time.
- **4.** Unlawful to Permit Dilapidated Fences It shall be a nuisance and offense for any person to allow or permit a dilapidated fence on their property.
- 5. State Defined Nuisances Any nuisance so defined by applicable Minnesota Statutes or by the common law of the state is also a public nuisance under this chapter.
- **1-1-2. REMOVAL OF SNOW AND ICE** (This subchapter shall be known as the "City of Glyndon's Removal of Snow and Ice Subchapter.")

A. From Sidewalks:

- 1. **Duty of Owner** The owner of every building fronting upon any street or avenue, and the owner of any unoccupied lot fronting upon any street, shall be held responsible to ensure the sidewalk in front of the building or unoccupied lot is cleared of snow and ice by 9:00 p.m. of each day, and cause the same to be kept clear of snow and ice.
- 2. City Removal In all cases where snow and ice are not removed from sidewalks within the time and in the manner as provided in this section, it may be removed by authorized city personnel, and the necessary expenses thereof, along with an administrative fee to be set by resolution of the City Council, shall be chargeable against the abutting property. If timely payment is not forthcoming from the landowner, the bill shall be assessed against the property as provided by law.
- **B.** Depositing Snow on Streets or Sidewalks No person engaged to move, blow or plow snow upon or off of any private property or city right of way within the city shall cause or permit any of the snow removed, blown or plowed to be deposited upon any street or sidewalk within the city. The prohibition contained herein shall apply to the owners and occupants of any such property, their agents, employees or independent contractors. The owner of the premises or the persons requesting the snow to be removed or the persons who are actually removing the snow shall make suitable arrangements to deposit the removed snow in some place other than upon the city streets or sidewalks, and snow shall not be piled so as to interfere with the vision of motorists approaching any intersection. Other than from adjacent sidewalks and driveways, no snow shall be placed upon the boulevard.
- C. Penalty Any person convicted of violating any provision of this section shall be guilty of a petty misdemeanor and be subject to a fine not to exceed the amount specified pursuant to MN Statues or an administrative penalty pursuant to section <u>1-1-7</u> of this code.
- **1-1-3. WEEDS AND LAWN** (This subchapter shall be known as the "City of Glyndon's Weeds and Lawn Subchapter.")
 - A. Removal Every owner or occupant of land or, if the land is unoccupied, the owner or resident agent, shall cut down, destroy or eradicate all weeds as defined by the laws of the State and grasses standing or growing upon such lands, in such manner and at such times as may be directed or ordered by a City authorized weed inspector or designee. Any land, with the lesser of thirty percent (30%) or more of its turf grass and weed growth above the height of eight inches (8"), or with an area of two

hundred fifty (250) contiguous square feet or greater of weeds or grass exceeding the height of eight inches (8"), or with weeds as defined by the laws of the State, will be considered in violation of this section unless the property is operating under an approved "Natural Lawn" as described in subsection D of this section. Further, all land must remain debris free, such that it does not become a dumping site for grass clippings, garbage, dirt and any other substances that would directly alter the normal condition of the land and that would make adequate maintenance of said land difficult. Any violation of the aforementioned conditions and following issuance of a citation for said violation, the City may cause the land, including private property and adjoining public boulevard area, to be cleared, cultivated and/or leveled to eradicate the improper condition of the land, with the expense for doing so becoming the responsibility of the landowner.

- **B.** Establishment Owners of property shall establish turf grass lawns or other approved landscaping within one (1) year (365 days) of the date a final building inspection is approved by the City for a property.
- C. Weed Inspector A City authorized weed inspector(s) or designee shall examine the lands, highways and public grounds for the purpose of ascertaining if the provisions of this section are being complied with, and if it is found that such is not the case, shall issue a notice in writing on a form to be prescribed by the City to the owner(s) or occupant(s) requiring them to cut down, destroy or eradicate, all noxious weeds which are growing or in danger of going to seed as follows:
 - 1. Lots with structures (building or parking) shall have five (5) days for the first violation in a calendar year and twenty-four (24) hours for additional violations within a calendar year.
 - 2. Vacant lots shall have ten (10) days. If the owner is a nonresident of the City, then the occupant shall be deemed to be the owner's agent to receive any such notice.
- D. Weed Cutting Whenever any person(s) fails to comply with the notice served upon them, the City authorized weed inspector or designee shall cause the same to be cut down, destroyed, cleared, leveled, cultivated and/or eradicated at the expense of the owner of the property. The expense of maintenance of said land and any related administrative penalty as outlined within the City Fee Schedule shall be billed directly to the landowner. Said notice shall be served by depositing a copy in the Post Office addressed to the owner at the address shown on the Real Estate Tax roll of the County. If timely payment is not forthcoming from the landowner, the bill shall be assessed against the property as provided by law.

E. Natural Lawns

- 1. **Purpose** The City of Glyndon finds the installation and management of Natural Lawns is beneficial to the city's environment and residents and finds Natural Lawns serve to further adopted goals by enhancing stormwater retention, reducing pollution, increasing water quality, improving biodiversity and native habitat for pollinators and wildlife.
- 2. Any owner or occupant of land within the City may have a natural lawn or rain garden, which consists of planned, intentional, and maintained plantings of native or non-native grasses (not including turf grass), wildflowers, forbs, ferns, or shrubs where the grasses and other growth may exceed eight inches (8") in height, provided that such plantings shall be maintained so as not to present hazards to adjoining properties, persons or vehicles traveling on the public ways, structures on such affected land, shall be maintained as to enhance the appearance of the property on which located and other public benefits as described in Section D1.

3. Definitions:

- a) Natural Lawn A lawn consisting of plantings other than turf-grass lawn (such as wildflowers, native or non-native grasses, forbs, ferns and shrubs).
- b) Noxious Weeds Annual, biennial and perennial plants which are deemed to be injurious to public health, environment, public roads, crops, livestock and other property as specified by State or local laws, regulations, rules and guidelines. This includes any plant as described in Minnesota Statutes, Section 18.77, Subd. 8.

- c) Rain Garden A stormwater treatment practice consisting of a landscaped depressed area that can accept stormwater runoff from impervious surfaces and allow it to infiltrate into and/or through the soil below as defined by the Minnesota Pollution Control Agency and/or the Environmental Protection Agency.
- d) Turf-Grass Lawn A lawn comprised mostly of grasses commonly used in residential lawns, such as Kentucky bluegrass, that forms an even turf when mowed and maintained.

4. Compliance Requirements:

- a) No Natural Lawn may exceed twenty-four inches (24") in height within five feet (5') of a driveway or alleyway, within thirty feet (30') of an intersection or within three feet (3') of a fire hydrant.
- b) A Natural Lawn must be maintained with no overhang or encroachment onto the sidewalk, curb, street or adjacent property.
- c) Natural lawns do not include turf-grass lawns left unattended.
- d) Any Natural Lawn within the City shall be maintained so as to not include unintended vegetation including any noxious or invasive weed or plant.
- e) Natural lawns and rain gardens shall not be planted within the boulevard or right-of-way without first obtaining a permit.
- f) Any property owner that plants a Natural Lawn is responsible for requesting utility location and ensuring that no planting area interferes with utilities. Repairs to Natural Lawn areas that are damaged as a result of a utility accessing or performing work within easement areas on a property are the responsibility of the property owner and are not the responsibility of any utility company, subcontractor of a utility company or other entity that has the right to access a utility and/or easement on a property. This section applies to existing utilities and authorized new utility installations.
- g) Natural lawns may not be planted on a levee or other flood protection infrastructure area or within twenty feet (20') of such flood protection infrastructure unless otherwise approved by the City Engineer.
- 5. The City may order the cutting of a Natural Lawn at any time when it is determined that the growth does not meet the standards described within this section.
- 6. The City shall have the right to further enforce the terms of this section in the same manner as subsections A, B, C and D of this section upon such notice to the owner or occupant of the property as required by those subsections, with the cost of enforcement of the order contained in said notice to be borne by the owner of the property.

1-1-4. **OPEN BURNING** – (This subchapter shall be known as the "City of Glyndon's Open Burning Subchapter.")

- A. BONFIRES Is a large outdoor fire used for ceremonial purposes or gatherings. Bonfires are not allowed within the city limits unless pre-approved by the City Council and a permit obtained from the Fire Department.
- **B. OPEN BURNING** Is the outdoor burning of natural vegetation to dispose of leaves, branches, and natural vegetative material. Open burning is not allowed within the city limits unless pre-approved by the City Council and a permit obtained from the Fire Department.
- **C. RECREATIONAL BURNING** Consists of the outdoor burning of natural materials which does not include yard waste, garbage, treated lumber, or construction materials and/or debris. The following conditions must be complied with:
 - 1. Recreational fires shall not be conducted within twenty-five feet (25') of a structure or combustible material (Minnesota State Fire Code).

- 2. Recreational fires shall be constantly attended by a responsible adult (18 years of age or older) until the fire is extinguished.
- **3.** A garden hose hooked to a reliable water source or a fire extinguisher with a 4A rating must be immediately accessible.
- 4. The fire must never exceed three feet (3') in diameter by two feet (2') in height and must be contained in a small pit or commercial product made of non-combustible material. If the pit is larger than three feet (3') in diameter, it must be modified to contain the size fire hereby specified.
- 5. Recreational fires are not permitted when winds in the area are more than fifteen (15) mph.
- 6. Open-flame cooking devices (grills, charcoal burners and the like) shall not be operated on combustible balconies or within ten feet (10') of combustible construction.
- 7. The Fire Department or Police Department may order extinguishment for any reason when determined necessary.
- 8. It is highly recommended that a screen be placed over the fire to help contain sparks and brands.
- 9. The property owner shall be solely liable for any damages that may occur as a result of the operation and use of a recreational fire within the city limits.
- **D. BURNING BANS** All fire bans issued by the City Fire Department and/or the County Officials must be observed and followed as recommended.
- 1-1-5. NOISE CONTROL REGULATIONS (This subchapter shall be known as the "City of Glyndon's Noise Control Subchapter.")
 - A. NOISY PARTIES, GATHERINGS, OR PERSON(S) KEEPING, MAINTAINING A DISORDERLY HOUSE It shall be unlawful for any person to make, continue to cause to be made, or continue any loud, unnecessary, prolonged, or unusual noise which disturbs the peace of others. Unlawful acts set forth in the following subdivisions are declared to be loud, disturbing, and unnecessary noise in violation of this ordinance, but said enumeration shall not be deemed to be exclusive.
 - 1. Horns, Signaling Devices, etc. The sounding of any horn or signaling device on any automobile, motorcycle, or other vehicle, except as a danger warning.
 - 2. Radios, Tape and Disc Players, etc. The using, operating, or permitting to be played any radio receiving set, tape, or disc player, musical instruments, phonograph, or other machine or device for the producing or reproducing of sound is produced in such a manner, considering the time and place and the purpose for which the sound is produced, as to disturb the peace, quiet, or repose of a person or persons of ordinary sensibilities.
 - a) The playing, use, or operation or any radio, tape or disc player, musical instrument, phonograph or other machine or device for the production or reproduction of sound in such a manner as to be plainly audible at a distance of fifty feet (50') from such a machine or device shall be prima facie evidence of a violation of this ordinance.
 - b) When sound violating this section is produced or reproduced by a machine or device that is located in or on a vehicle, the vehicle's owner is guilty of the violation, provided, however, if the vehicle's owner is not present at the time of violation, the person in charge of control of the vehicle at the time of the violation is guilty of the violation.
 - c) Persons or entities may apply for a sound amplification permit from the City for events or activities which may otherwise violate the terms of this ordinance.
 - d) With the exceptions of the machines or devices listed in subsection 5 below, this ordinance shall apply to all radios, tape and disc players, musical instruments, phonographs, and machines and devices for the production and reproduction of sound, whether on public or private property.
 - e) This section shall not apply to sound produced by the following:
 - 1) Activities which are authorized or permitted by the City of Glyndon
 - 2) Church bells, chimes or carillons.

- 3) School bells.
- 4) Anti-theft devices.
- Machines or devices for the production of sound on or in authorized emergency vehicles
- 6) Sound amplifying equipment used to announce sporting events at an athletic facility.
- 3. Loudspeakers, Amplifiers for Advertising. The using, operating, or permitting to be played any radio receiving set, musical instrument, phonograph, loudspeaker, sound amplifier or other machine or device for producing or reproducing of sound which is cast upon the public streets for the purpose of commercial advertising or attracting the attention of the public to any building or structure in any residentially zoned district between the hours of 10:00 p.m. and 8:00 a.m.
- 4. Yelling, Shouting, etc. Yelling, shouting, whistling or singing at any time or place so as to annoy or disturb the quiet, comfort or repose of persons in any office, or in any dwelling, hotel, motel, or other place of residence, or any persons in the vicinity.
- 5. Animals, Birds, etc. The keeping of any animal or bird which by causing frequent or long continued noise shall disturb the comfort or repose of any persons in the vicinity.
- 6. Whistles or Sirens. The blowing of a locomotive whistle or steam whistle attached to any stationary boiler or any siren whatsoever except to give notice of the time to begin or stop work or as a warning for fire or danger, or by public emergency vehicle.
- 7. Exhaust. The discharge into open air of the exhaust of any vehicle except through a muffler or other device which will effectively prevent loud or explosive noises therefrom.
- 8. **Defect in Vehicle or Load.** The use of any automobile, motorcycle, or vehicle so out of repair, so loaded, or in such a manner as to create loud and unnecessary grating, grinding, rattling, or other noise which shall disturb the comfort and repose of any persons in the vicinity.
- 9. Sound Trucks. The use of a sound truck or any other vehicle equipped with sound amplifying device that disturbs the comfort and repose of any reasonable persons in the vicinity.
- 10. School, Courts, Churches, Hospitals. The creation of any excessive noise on any street or private property adjacent to any school, institution of learning, church, court, or hospital while the same are in use which unreasonably interferes with the use thereof provided conspicuous signs are displayed in such streets indicating that the same is a school, hospital or court street.
- 11. Hawkers, Peddlers. The shouting and crying of peddlers, hawkers, and vendors which disturbs the peace and quiet of the neighborhood.
- 12. Blowers. The operation of any noise creating blower or power fan or any internal combustion engine, the operation of which causes noise due to the explosion or dispersion of gases or fluids, unless the noise from such blower or fan is muffled and such engine is equipped with a muffler device sufficient to deaden such noise.

13. Noisy Parties and Gatherings.

- a) Prohibition. No person shall, between the hours of 10:00 p.m. and 8:00 a.m. congregate at, or participate in any party or gathering of two or more people from which noise emanates or a sufficient volume so as disturb the peace, quiet or repose of another person. No person shall knowingly remain at such a noisy party or gathering.
- b) Evidence. Noise of such volume as to be clearly audible at a distance of fifty feet (50') from the structure or building in which the party or gathering is occurring, or in case of apartment

- buildings, in the adjacent hallway or apartment, shall be prima facie (first impression) evidence of a violation of this ordinance.
- c) Duty to Disperse. When a police officer determines that a party or gathering is in violation of this ordinance, the officer may order all persons present at the premises where the violation is occurring, other than the owner or tenants of the premises, to disperse immediately. No person shall knowingly remain at such a party or gathering.
- d) Every owner of such premises, or tenant in charge of such premises, who has knowledge of the disturbance shall cooperate with a police officer or officers and shall make reasonable effort to stop the disturbance and disperse the gathering.
- e) Exceptions The following are exempt from violation of this section:
 - 1) Activities which are duly authorized by the City of Glyndon, so long as the activity is conducted pursuant to the conditions of the license, permit or contract authorizing such activity.
 - 2) Church bells, chimes or carillons.
 - 3) Persons who have gone to a party for the sole purpose of abating the violation.
- f) Prima Facie Evidence of Violation by Owner or Tenant of this Ordinance (first impression)
 - 1) As to tenants, and owner if owner resides on the premises, if twice or more on the same day, or if on successive days, the Glyndon Police Department or other law enforcement, are called upon to enforce the terms of this ordinance either by citizen complaint or by personal investigation or by a peace officer.
 - 2) As to the owner, if the owner does not reside at the premises, if after owner receives written notice of three (3) violations of this ordinance by his/her tenants at any premises owned by the owner in the City within a six (6) month period, and after receipt of such written notice, the Glyndon Police Department or other law enforcement, are called upon to enforce the terms of this ordinance either by citizen complaint or by personal investigation or by a peace officer.
- 1-1-6. GRAFFITI (This subchapter shall be known as the "City of Glyndon's Graffiti Subchapter.")

A. PROHIBITED ACTIVITY

- 1. It is unlawful for any person to place graffiti upon the surface of any structure or wall that is publicly or privately owned without the permission of the owner of the property.
- 2. It is unlawful for any parent or guardian of a minor to knowingly permit a minor to violate any provisions of this subchapter.
- 3. It is unlawful for any owner of property to place or give permission to place on any property, real or personal which is in public view, any graffiti which incites violence by reference to gang or criminal activity, depicts or expresses obscenity by referring to sexual activity, or contains defamatory material about a public or private person or which mark out gang jurisdiction for purposes of designating territorial rights of gangs for criminal activity.
- 4. It is unlawful for any owner of property to fail to remove graffiti that has been placed on the owner's property or fail to assign their obligation to remove the graffiti to the Police Chief's office within three (3) days from the date of the receipt of the written notice provided by the Police Chief's office.
- **B. GRAFFITI DEFINED** For the purposes of this subchapter, *GRAFFITI* shall be defined as any sign, symbol, marking, drawing, name, initial, word, diagram, sketch, picture, letter of any other inscription or drawing applied to any surface so as to be seen by the public including, but not limited to, the identification of a gang or gang activity.
- C. AFFIRMATIVE DEFENSE It shall be an affirmative defense to the alleged violation of the foregoing provision if such activity was undertaken with the prior written consent of the owner of the property, demonstrating that the owner was aware of the content and method of the graffiti to be placed on the structure or wall.

- **D. REMOVAL** The City hereby declares graffiti to be a nuisance, which adversely affects the health, safety, and welfare of the residents of the community and reduces property value, and subject to abatement as provided herein:
 - 1. Owner Obligation to Remove Upon written notification from the City Hall office, the owner of the property upon which graffiti has been placed shall remove the graffiti within three (3) days from the date of the receipt of the notice. The City Hall office may grant an owner an additional ten (10) days to remove the graffiti if the owner presents sufficient evidence of one of the following conditions:
 - a) Weather conditions make removal impossible or a substantial burden to the owner; or
 - b) Necessary chemical for removal is not readily available; or
 - c) The physical condition of the owner makes immediate removal impossible or a substantial burden to the owner; or
 - d) Such other condition which makes immediate removal impossible or an undue hardship to the owner.
 - 2. Owner Assignment of Obligation The owner of the property may assign his or her obligation to remove the graffiti to the City Hall office. The assignment must be done within three (3) days from the date of the receipt of the written notification. The assignment must be in writing on a form provided by the City Hall office. The assignment will be effective only if the owner signs a statement authorizing removal by the city and holding the city harmless from any claims of suits brought for damages resulting from any chemicals or from any actions taken by the city or its employees to remove the graffiti. Graffiti shall be removed at the property owner's expense.
 - 3. Right of the City to Remove The Glyndon Maintenance Department shall remove graffiti from the exterior of private property if an owner fails to remove the graffiti or fails to assign the obligation to remove the graffiti to the City of Glyndon. Graffiti shall be removed at the property owner's expense.

1-1-7 NUISANCE PENALTIES AND ABATEMENT

- A. **DECLARATION OF POLICY** The purpose of this subchapter is to protect the public health, safety, and welfare by enactment of provisions which:
 - 1. Define Class I and Class II nuisances.
 - 2. Determine the responsibilities of owners and operators of dwellings and property for correction of nuisance conditions.
 - 3. Provide remedies to eliminate public nuisances.
 - 4. Provide for administration, enforcement, and penalties.
 - 5. Promote the stabilization and maintenance of neighborhoods.
 - **6.** Unless otherwise specified in the City Code, the abatement processes in this subchapter are to be used to abate and resolve nuisance conditions within the city.
- **B. DEFINITIONS** For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ENFORCEMENT OFFICER. All persons appointed as enforcement personnel or acting as inspectors for the city, or any other city employee designated by the City Council to enforce the provisions of the City Code.

INTERESTED PARTY. Any owner of record, occupying tenant or lien holder of record.

LAST KNOWN ADDRESS. The address shown on the records of Clay County, or a more recent address known to the enforcement officer. In the case of parties not listed in these records, the last known address shall be that address obtained by the enforcement officer after a reasonable search.

MAIL. Service by mail shall mean by depositing the item with the United States Postal Service addressed to the intended recipient at his or her last known address with first class postage prepaid thereon.

OWNER. Those shown to be owner or owners on the records of Clay County.

PERSONAL SERVICE. Service by personally handing a copy to the intended recipient or by leaving a copy at the intended recipient's residence or place of business with a person of suitable age and discretion.

RESPONSIBLE PARTY. Any one or more of the following: agent; assignee or collector of rents; holder of a contract for deed; a mortgagee or vendee in possession; receiver of executer or trustee; lessee; those known to the enforcement officer as having an ownership interest; or other person, firm, or corporation exercising apparent control over a property.

- C. DISCLOSURE OF RESPONSIBLE PARTY Upon the request of the enforcement officer, a responsible party or owner shall disclose the name of any other responsible party or owner known to them. This shall include, but not be limited to, the person for whom they are acting, from whom they are leasing the property, to whom they are leasing the property, with whom they share joint ownership, or with whom they have any contact pertaining to the property.
- **D. ORDER TO CEASE** In the event that an enforcement officer observes a person creating or allowing a nuisance, the officer may order that the person cease and desist creating or allowing the nuisance.
- E. AUTHORIZATION TO ENTER The enforcement officer shall be authorized to enter any property or structure in the city for the purpose of enforcing and assuring compliance with the provisions of this subchapter. An owner or responsible party shall, upon the request of the enforcement officer, provide access to all interior portions of a building in order to permit the officer to make a complete inspection. Failure to allow the enforcement officer full access to the property and structure is a violation of this subchapter for which the person or persons refusing access may be cited.
- **F. SERVICE** When service of an order or notice is required, any one or more of the following methods of service shall be adequate:
 - 1. By personal service; or
 - 2. By certified mail, through the U.S. Postal Service; or
 - 3. By U.S. Mail, unless it is a written order which gives three (3) days or less for the completion of any act it requires; or
 - **4.** If the appropriate party or address cannot be determined after reasonable effort, by posting a copy of the order in a conspicuous place on the property; or
 - 5. If a mailed order or notice is returned by the U.S. Postal Service, a good faith effort shall be made to determine the correct address, unless the order or notice orders abatement and that abatement has been completed.
- **G. ADMINISTRATIVE PENALTIES** The City Council may, by resolution or ordinance, establish a schedule of administrative penalties for Class I and Class II nuisances. Administrative penalties shall be imposed according to the fee schedule adopted by the City Council (ordinance #166).

H. CLASS I AND CLASS II NUISANCES

- 1. Class I Nuisances. For purposes of this subchapter, the following public nuisances, when existing or allowed to exist in the city shall be designated as "Class I Nuisances."
 - a) Dangerous Structure. A structure which is potentially hazardous to persons or property including, but not limited to:
 - 1) A structure which is in danger of partial or complete collapse; or
 - 2) A structure with any exterior parts which are broken, loose or in danger of falling; or
 - 3) A structure with any parts such as floors, porches, railings, stairs, ramps, balconies, decks or roofs which are accessible and which are either collapsed, in danger of collapsing or unable to support the weight of normally imposed loads.
 - b) Fire Hazards. Any thing or condition on the property which, in the opinion of the enforcement officer, creates a fire hazard or which is a violation of the fire code.
 - c) Hazards. Any thing or conditions on the property which in the opinion of the enforcement officer, may contribute to injury of any person present on the property, which shall include but not be limited to, open holes, open foundations, open wells, dangerous trees or limbs, or abandoned appliances.
 - d) Health Hazards. Any thing or condition on the property which, in the opinion of the enforcement officer, creates a health hazard or which is a violation of any health or sanitation law.
 - e) Insects, Rodents, or Pest Harborage. Conditions which are conducive to the presence, harborage, or breeding of insects, rodents, or other pests.
 - f) Nuisance Building. A vacant building or portion of a vacant building which has multiple Housing Code or Building Code violations or has been ordered vacated by the city or city Building Inspector or which has a documented and confirmed history as a blighting influence on the community.
 - g) Sight Triangle Obstructions. A fence, wall, shrubbery, or other obstruction to vision above a height of thirty (30) inches from the established street grades within the triangular area formed at the intersection of any street right-of-way lines by a straight line drawn between said right-of-way lines at a distance along each line of twenty-five (25) feet from their point of intersection.
 - h) Unsecured Unoccupied Buildings. Unoccupied buildings or unoccupied portions of buildings which are unsecured. Owners may be required to replace coverings over broken or missing windows or doors with the appropriately sized windows or doors.
 - i) Occupations or Commercial Activity. Operated, maintained, or permitted in violation of City Code.
 - j) Spoil Piles of Fill. Excavations and/or construction debris existing for periods longer than seven (7) days unless otherwise approved by the city.
 - k) Any Other Conditions. Whereby a substance, matter, emission, or thing which creates a dangerous or unhealthy condition or which threatens the public peace, health, safety, or sanitary condition of the city or which is offensive or has a blighting influence on the community and which is found upon, being discharged, or flowing from any street, alley,

highway, railroad right-of-way, vehicle, railroad car, water, excavation, building, erection, lot, grounds, or other property located within the city exists or is allowed to exist.

- 2. Class II Nuisances. For purposes of this subchapter, all other public nuisances, existing or allowed to exist in the city and not defined above as a "Class I Nuisance" shall be designated as a "Class II Nuisance."
- I. ABATEMENT PROCEDURE, CLASS I NUISANCES Unless the nuisance is as described under the Emergency Abatement Procedure section the city may abate Class I nuisances by the procedure described below:
 - 1. Order. The enforcement officer shall serve a written order upon the owner. The written order shall also be served upon any responsible party known to the officer and may be served upon any party known to have caused the nuisance. The written order shall contain the following:
 - a) A description of the property sufficient for identification; and
 - b) A description and location of the nuisance and the remedial action required to abate the nuisance; and
 - c) A statement that the nuisance is to be abated within seven (7) days of the date of the order; and
 - d) A statement that the order may be appealed and a hearing before the city committee or designee may be obtained by filing a written request with the city before the appeal deadline which shall be the abatement deadline designated in the order or seven (7) calendar days after the date of the order, whichever comes first; and
 - e) A statement that, if remedial action is not taken nor a request for a hearing filed with the city within the time specified, the city will abate the nuisance and charge all costs incurred therein against the owner of the property and if cost is unpaid by the owner or responsible party the costs will be charged against the property as a special assessment to be collected in the same manner as property taxes.
 - 2. Setting Hearing Date. In the event that an appeal is filed, a notice shall be mailed to the owner and known responsible parties, stating the date, time, place, and subject of the hearing.
 - 3. Notice of Hearing Date. In the event that an appeal is filed, a notice shall be mailed to the owner and known responsible parties, stating the date, time, place, and subject of the hearing.
 - 4. **Designated Hearing Officer.** The City Committee or designated hearing officer shall convene a hearing at which time the property owner shall have an opportunity to present evidence and testimony to support the appeal of the abatement order. The hearing officer may receive evidence and testimony from the enforcement officer and other parties who wish to be heard. Upon receiving the evidence and testimony, the hearing officer shall make a written recommendation to the City Council which may confirm, modify, revoke, alter, or cancel the order of the enforcement officer. If the City Council determination requires abatement, the City Council shall, in the resolution, fix a time with which the nuisance must be abated and shall provide that, if the nuisance is not eliminated within the time specified, the city may abate the nuisance and assess the costs of the abatement to the property.
 - 5. Abatement. If the remedial action is not taken nor an appeal filed within the time specified, the city may abate the nuisance.
 - **6. Assessment.** The city may assess charges against a property as a special assessment, pursuant to the provisions of M.S. Chapter 429, as it may be amended from time to time, for certification to the County Auditor and collection together with current taxes payable in the following year.

J. ABATEMENT PROCEDURE, CLASS II NUISANCES – Unless the nuisance is as described under the Emergency Abatement Procedure section the city may abate Class II nuisances by the procedure described below.

1. Notice.

- a) In the event any condition that is defined as a Class II nuisance by the City Code is found to exist, the city may cause to be served upon the owner of the property upon which the condition exists, by registered or certified mail or by personal service, a notice ordering such owner to remove the nuisance within seven (7) days from the date of the notice and stating that in the event the owner does not comply with such order, the necessary work may be performed or caused to be performed by the city at the expense of the owner, and that if the owner does not pay for such expense, the cost of the work will be assessed against the property benefitted. The notice may also be posted on the property for a period of seven (7) days, after which period, the city may perform any necessary work.
- b) The notice shall state that it is in effect for a period of twelve (12) months from the date of the notice and if the nuisance condition reoccurs within that twelve (12) month period the city shall abate the nuisance without further notification to the property owner.
- 2. Performance of Work by City; Invoice. If the owner of any property fails to comply with the notice, within the period allowed for compliance as stated in the notice, the city may cause to be performed such work as is ordered by such notice. The city shall prepare and maintain a record showing the cost of such work attributable to each separate lot and parcel and shall mail to the owner of each lot or parcel an invoice setting forth the changes for such work, which shall be immediately due and payable to the city.
- 3. Assessment. The city may assess charges against a property as a special assessment, pursuant to the provisions of M.S. Chapter 429, as it may be amended from time to time, for certification to the County Auditor and collection together with current taxes payable in the following year.
- K. EMERGENCY ABATEMENT PROCEDURE When the enforcement officer determines that a nuisance exists which constitutes an immediate danger or hazard which is not immediately abated will endanger the health and safety of the public, and there does not exist sufficient time to follow the Abatement Procedure, Class I Nuisances and Abatement Procedure, Class II Nuisances, the city may abate the nuisance by the procedure described below:
 - 1. Order. The city shall order emergency abatement by an administrative order to be signed by an enforcement officer.

2. Notice of Abatement.

- a) Following an emergency abatement, a notice shall be mailed to the owner of the property and other responsible parties connected with the property that are known to the city. The notice shall contain:
 - 1) A description of the nuisance; and
 - 2) The action taken by the city; and
 - 3) The reasons for immediate action; and
 - 4) The costs incurred in abating the nuisance; and
 - 5) The date, time and place of a hearing.
- b) Prior to the hearing, the city committee who ordered the abatement shall provide the owner with an opportunity to meet and informally discuss the matter. The city committee may make a recommendation to the City Council based on the information obtained at such a meeting.
- 3. Hearing. If the matter is not resolved at the informal meeting, the city committee or a designated hearing officer shall hear from the enforcement officer and any other parties who wish to be

heard. After the hearing, the hearing officer shall make a recommendation to the City Council regarding payment of the costs of abatement. The City Council may adopt a resolution levying an assessment for all or a portion of the costs incurred by the city in abating the nuisance payable in a single payment or by equal annual installments as the City Council may provide.

L. PENALTY.

1st Reading – 2nd Reading – Published –

- 1. General. Any person violating any provision of this chapter, for which no other penalty is provided, shall be subject to the penalty provisions of this ordinance. Any criminal or civil penalty imposed pursuant to this section may be imposed in addition to any costs incurred by the city for abatement.
- 2. Sections 1-1-1 through 1-1-6. Any person violating any provision of 1-1-1 through 1-1-6 shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine and costs of prosecution or imprisonment not to exceed ninety (90) days, or both, in accordance with State Statute §609.03(3). In addition, any person found guilty of violating any provision of 1-1-1 through 1-1-6 shall be responsible civilly for all damages caused by such violation.
- 3. Section <u>1-1-1</u> through <u>1-1-6</u>. Upon a finding of guilt upon a juvenile violating these sections, the penalty imposed shall be in accordance with Minnesota Statues as it may be amended from time to time. In addition to any fines, the court may require that a party:
 - a) Make full and complete restitution to the city and the owner of the damaged property for expenses incurred in the removal of the graffiti and restoration of the property to its pervious condition
 - b) Participate in community service, including but not limited to, time spent in cleaning property that has been defaced by graffiti at any location in the city.
- 4. Sections 1-1-1 through 1-1-6; Criminal Penalty or Civil Penalty. Any person who violates any provision of this division or fails to comply with a lawful written order issued pursuant to 1-1-1 through 1-1-6, and/or a lawful order issued pursuant to 1-1-7, shall be guilty of a misdemeanor and subject to the penalty provisions of 1-1-7, or alternatively, may be charged with an administrative offense and subject to the civil penalty provisions of 1-1-7-G. Each day during which noncompliance or violation continues shall constitute a separate offense.

Passed by the City Council of the City of Glyndon, Minnesota, this	day of	, 2023.
Tracy Tollefson, Mayor		
ATTEST:		
Wendy Affield, Clerk/Treasurer		
Repeals Ordinance No. 12, 77, 96, 105, 117, 135, 138 and 145		

CITY OF GLYNDON, MINNESOTA COUNTY OF CLAY

ORDINANCE NO. 195

AN ORDINANCE DETAILING ADMINISTRATIVE CITATIONS AND CIVIL PENALTIES

§ 35.01 ADMINISTRATIVE CITATIONS AND CIVIL PENALTIES.

(A) Purpose. The City Council finds that there is a need for alternative methods of enforcing this City Code. While criminal penalties have been the most frequent enforcement mechanism, there are certain negative consequences for both the City and the accused involved, and the delay inherent in that system does not ensure prompt resolution. Additionally, the City Council finds that there is a need for alternative methods of enforcing nuisance offenses because they are prone to occur repeatedly. Chronic nuisance offenses are a financial and resource burden to the City as a result of repeated calls to ameliorate those conditions. Accordingly, the City Council finds that the use of this administrative procedure and of administrative citations is a legitimate and alternative method of enforcement. This method of enforcement is in addition to any other legal remedy that may be pursued under this City Code.

(B) General provisions.

- (1) Administrative citations and civil penalties. The City Council may, by resolution or ordinance, establish a schedule of civil penalties for administrative violations. Civil penalties shall be imposed according to the schedule adopted by the City Council. The City Council may also adopt a schedule of fees to be paid to administrative hearing officers.
- (2) General civil penalty structure. As identified throughout the City Code, violations of certain provisions of the City Code may be considered administrative offenses that may be subject to this administrative procedure and administrative citations and civil penalties. Administrative offenses, except for those identified in the following division, are subject to the non-graduated civil penalty structure established by the City Council.
- (3) Graduated civil penalty structure. The City Council finds violations of Chapter 94 of this City Code are administrative offenses that are more prone to repeat violations. These administrative offenses are subject to the graduated civil penalty structure established by the City Council based on the number of offense occurrences within a rolling 12-month period. A prior offense occurrence is counted for penalty purposes if the prior offense was a violation of the same provision of the City Code as the current offense occurrence. If a prior administrative offense was dismissed or the offense occurrence was based on a violation of a different provision of the City Code, it will not count toward the number of offense occurrences.
- (4) Each day a violation exists constitutes a separate offense. The City may elect to pursue either the administrative offense or the applicable criminal offense, but not both, for the same offense.

- (5) The City Clerk may adopt procedures for administering the administrative citation program.
- (C) Administrative citation.
- (1) A person authorized to enforce the provisions of this City Code which constitute an administrative offense may issue an administrative citation upon belief that an offense has occurred. The citation must be issued in person or by mail to the person responsible for the offense. The citation must state the date, time, and nature of the offense, the name of the issuing officer, the amount of the scheduled fine, and the manner for paying the fine or appealing the citation.
- (2) The person responsible for the offense must either pay the scheduled fine or submit a written request for an appeal to the City Clerk within seven calendar days after issuance. Payment of the fine constitutes admission of the offense. A late payment fee of 10% of the scheduled fine amount may be imposed under division (F) of this section.
 - (D) Administrative review hearing process.
 - (1) City Clerk review.
- (a) Upon receipt of an accused's written request for an appeal, the City Clerk will contact the accused and set a time to discuss the offense. The City Clerk will also contact the officer who issued the citation and set a separate time to discuss the offense. After meeting with the accused and the officer, the City Clerk has the authority to determine that an offense occurred, to dismiss a citation, to impose the scheduled fine, and/or to reduce, stay, or waive a scheduled fine either unconditionally or upon compliance with appropriate conditions. The City Clerk will not issue verbal findings of his or her determination on an administrative citation during a meeting with either the accused or the officer but, instead, will issue written findings of his or her determination following such meetings.
- (b) The failure to attend the meeting with the City Clerk constitutes a waiver of the accused's rights to an appeal and an admission of the offense. The City Clerk may waive this result upon good cause shown. Examples of good cause are death or incapacitating illness of the accused or a court order requiring the accused to appear for another hearing at the same time. Good cause does not include forgetfulness and intentional delay. The City Clerk may exercise discretion to impose a fine for more than one day of continuing offense but only upon a finding that: (i) the offenses caused a serious threat of harm to the public health, safety, or welfare; or that (ii) the accused intentionally and unreasonably refused to comply with the City Code requirements.
- (c) If the accused would like to appeal the decision of the City Clerk, the person must submit a written request for a hearing to the City Clerk within seven calendar days after the issuance of the City Clerks opinion. If no appeal is made, the accused must pay the scheduled fine within seven calendar days after the issuance of the City Clerks opinion.
 - (2) Hearing Board review.

- (a) The City will compile a three-person Hearing Board to hear appeals of the decisions of the City Clerk. The Hearing Board will consist of two City Council members and one citizen appointee. The accused will have the right to request no later than five calendar days before the date of the hearing that an assigned hearing officer be removed from the appeal. One request for each case will be granted automatically by the City Clerk. A subsequent request must be directed to the assigned Hearing Officer who will decide whether he or she cannot fairly or objectively review the case. The City Clerk may remove a Hearing Officer only by requesting that the assigned Hearing Officer find that he or she cannot fairly and objectively review the case. If such a finding is made, the Hearing Officer shall remove himself or herself from the case, and the City Clerk will assign another Hearing Officer. The Hearing Officers are not judicial officers but are Public Officers as defined by M.S. §609.415, as may be amended from time to time. The Hearing Officers may not be City employees.
- (b) Notice of the hearing must be served in person or by mail to the accused at least ten calendar days in advance unless a shorter time is accepted by all parties. Notice need not be provided by certified mail.
- (c) At the hearing, the parties will have the opportunity to present testimony and question any witnesses, but strict rules of evidence will not apply. Each party is responsible for providing its own documents and witnesses to argue its position. The Hearing Board must record the hearing and receive testimony and exhibits. The Hearing Board must receive and give weight to evidence, including hearsay evidence, that possesses probative value commonly accepted by reasonable and prudent people in the conduct of their affairs.
- (d) The Hearing Board has the authority to determine that an offense occurred, to dismiss a citation, to impose the scheduled fine, and/or to reduce, stay, or waive a scheduled fine either unconditionally or upon compliance with appropriate conditions. The Hearing Board may exercise discretion to impose a fine for more than one day of continuing offense but only upon a finding that: (i) the offenses caused a serious threat of harm to the public health, safety, or welfare; or that (ii) the accused intentionally and unreasonably refused to comply with the City Code requirements. The Hearing Board's decision and supporting reasons must be in writing and will be made by a majority vote of the Hearing Officers.
- (e) The failure to attend the hearing constitutes a waiver of the accused's rights to an administrative hearing and an admission of the offense. A Hearing Board may waive this result upon good cause shown. Examples of good cause are death or incapacitating illness of the accused; a court order requiring the accused to appear for another hearing at the same time; and lack of proper service of the notice of the hearing. Good cause does not include forgetfulness and intentional delay.
- (E) Judicial review. An accused may obtain judicial review of the decision of the Hearing Board by filing a written appeal setting forth the party's grounds for the appeal to the Clay County District Court within 30 calendar days of the date of the order of the Hearing Board. The Clerk of District Court will notify the City of any such appeal, and the City shall file with the Court all exhibits and the recording of the hearing before the Hearing Board. The Court will review such record, and either uphold, reverse, or modify the order of the Hearing Board, or, if the Court feels the record is insufficient, or desires to hear arguments on the appeal, may schedule a new evidentiary hearing on the matter, or arguments on the record, or both. The Court, unless it schedules an evidentiary hearing, will uphold the order of the

Hearing Board unless the Court determines that the order was clearly erroneous, or the civil penalty imposed is clearly excessive.

- (F) Recovery of civil penalties.
- (1) If a civil penalty is not paid within the time specified, it will constitute:
- (a) A lien on the real property upon which the offense occurred if the property or improvements on the property were the subject of the offense and the property owner was found responsible for that offense; or
 - (b) A personal obligation of the offender in all other situations.
 - (2) A lien may be assessed against the property and collected in the same manner as taxes.
 - (3) A personal obligation may be collected by appropriate legal means.
- (4) A late payment fee of 10% of the fine may be assessed for each 30-calendar day period, or part thereof, that the fine remains unpaid after the due date.
- (5) The City may request the District Court, after a hearing, to hold the offender in contempt of court for not paying the fine, and the court may impose any such additional penalties that the Court could impose for not paying a fine for a criminal sentence imposed by the District Court.
- (G) *Double jeopardy*. If the final adjudication in the administrative procedure is a finding of no offense, then the City may not prosecute a criminal violation in District Court based on the same set of facts. This does not preclude the City from pursuing a criminal conviction for a violation of the same provision based on a different set of facts.

Passed by the City Council of the City of Glyndon, Minnesota, this	day of	, 2023.
Tracy Tollefson, Mayor		
ATTEST:		
Wendy Affield, City Clerk/Treasurer		

ORDINANCE #166

AN ORDINANCE ADOPTING THE 2023 CITY OF GLYNDON FEE SCHEDULE AND PROVIDING FOR THE ISSUANCE OF LICENSES, PERMITS AND COLLECTION OF FEES THEREOF; REPEALS ALL ORDINANCES, PARTS OF ORDINANCES AND PREVIOUS FEE SCHEDULES THAT CONFLICT THEREWITH.

The City of Glyndon City Council does ordain the following:

Section 1. Findings: Pursuant to Minnesota Statutes, §462.353, subd. 4, Glyndon City Ordinances and upon a review of a study conducted by City Staff, a fee schedule for city services and licensing is hereby adopted as follows:

2023 FEE SCHEDULE

Alcoholic Beverages

3.2 Beer Off-Sale	\$50.00/Year
3.2 Beer On-Sale	\$100.00/Year
3.2 Beer On-Sale Temporary	\$5.00/Day
Liquor On-Sale License	\$2,000.00/Year
Liquor Off-Sale License	\$100.00/Year
Liquor On-Sale Temporary	\$25.00/Day
Sunday On-Sale Liquor	\$200.00/Year
Wine On-Sale	\$300.00/Year

Planning and Zoning Fees

Building Permit	see 1997 Uniform Building Code
Variance Application	\$200.00
Conditional Use Permit	\$200.00
Rezoning Application	\$200.00
Plan Review Fee	25% of the Building Permit Fee
Vacation (right of way easements)	\$200.00
Major Subdivision Preliminary	\$100.00
Major Subdivision Final	\$250.00
Minor Subdivision	\$100.00
Minor Subdivision within Extraterritorial	
Boundary	\$100.00
Final Plat	\$500.00
Cinala Dancal Culit /Turin home)	\$100.00 \$100.00 for the first sn

Single Parcel Split (Twin-home) \$100.00 - \$100.00 for the first split.

Multiple splits which are adjacent and on
The same survey - \$25.00 per additional

Split.

Recording Fee at Clay County Courthouse \$46.00 (Subject to change)

Flat Rate Permit Fees

Re-roofing	\$25.00 + State surcharge
INC-1001IIIg	725.00 · State Sarcharge

Re-siding City of Glyndon Permit Fee Schedule

(Plus, State surcharge)

Windows replacement City of Glyndon Permit Fee Schedule

(Plus, State surcharge)

Manufactured Homes

(Moved into the courts) \$35.00

Moving Permits

(To be obtained by a licensed mover)\$15.00Demolition Permits\$15.00Wood Burning Appliances\$15.00

Building Sprinkler System

(To be obtained by the installer)\$75.00Sound Amplification Permit\$25.00Pet License (annual)\$6.00

Dangerous Dog License (annual) \$500.00 (Additional to Pet License)
Charge for Lost Animal Rescued \$25.00 (Cage at Police Department)

Burning Permit \$5.00

Fax Service \$2.00 first page, \$1.00 additional page

Copy Service \$.15 per page (Black & White)

Copy Service \$.30 per page (Color)

Nuisance Administrative Offenses Fees

10-day Failure to Register Fee (*Pets*) \$25.00 Clean-up – Disposal Fees Actual Cost

Clean-up - Hourly Rate per Worker

(1-hour increments) \$45.00

Mowing – Hourly Rate \$75.00 (One Hour Minimum)

Towing Fees Actual Cost
Noise Nuisance Fee \$150.00

Fines

Administrative Offenses 1st Offense: \$500 (except violations of Chapter __) 2nd Offense: \$1,000

3rd Offense: \$1,500

Nuisance Violations 1st Offense: \$500 (Administrative offense process) 2nd Offense: \$1,000

3rd Offense: \$1,500

Government Data

All public government data is available for viewing at no charge at City Hall during normal business hours, Monday through Friday 8:00 a.m. to 4:30 p.m. The City has an established fee for making copies of requested data. Date requests for more than 100 pages may result in charges for staff time in addition to the cost of the

actual copies. If the data request is maintained electronically and the data takes less than one hour to complete, that data will be released free of charge.

Police Department Fees

\$7.50 **Accident Reports**

Recreational Vehicle Permits \$10.00/per year (After application is approved)

Gun Permit No Charge (After application is approved)

\$25.00 Hook up Fee **Bulk Water Sales**

\$15.00 per 1000 gallons of water

Utility Fees

\$18.00 per Month per housing unit Sewer Rate

\$5.00 per 1000 gallons - Commercial \$6.00 Sewer Usage

\$27.00 per Month per housing unit **Water Rate**

\$5.00 per 1000 gallons - Commercial \$6.00 Water Usage

Water Service Reconnection Fee

(After disconnection for non-payment) \$50.00

Water Service Reconnect after hours

\$100.00 (After disconnection for non-payment)

\$100.00 at time of connection (changed 9-22-21) Sewer Access Charge

Water Access Charge (Meter & MXU) \$275.00 at time of connection

\$265.00 at time of connection (changed 9-22-21) New Construction Water Access Charge

(2 Meters & Dual MXU)

2nd Water Meter (Yard Meter) \$275.00 Homeowner is responsible for

Acquiring plumbing permit and having

Meter plumbed in

2nd Water Meter (Yard Meter) \$5.00 Minimum monthly fee for the months

> Of May, June, July, August, September and October regardless if meter is not in use.

\$8.00 per Month (Runoff Equivalent Factor) Storm Water

\$1.05 per Month per housing unit Mosquito Control

\$0.50 per Month per housing unit **Forestry** \$5.00 per Month per housing unit **Pump Station**

\$1.25 per Month per housing unit Water Looping

Water User Fees

RESOLUTION APPROVING CREATING UTILITY BILL USER FEE COLLECTIBLE BEGINNING JANUARY 2015 Resolution 2014-6. BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLYNDON, CLAY COUNTY, MINNESOTA, that the following sum of money be levied beginning January 2015, collective until Obligation of Bond 2014B is fulfilled as a User Fee collectable monthly through the City of Glyndon's Utility Billing System:

	UNITS	MONTHLY	YEARLY	ALL UNITS TOTAL
RESIDENTIAL	365	\$15.00	\$180.00	\$65,700.00
COMMERCIAL	29	\$25.00	\$300.00	\$8,700.00
MOBILE HOME PARK	2	\$570.00	\$6,840.00	\$13,680.00
SCHOOL	<u>1</u>	\$95.00	\$1,140.00	<u>\$1,140.00</u>
	397 Total Units			\$89,220.00 Total

Garbage Rates

Recycling \$0.00 per Month per housing unit
Compost \$0.00 per Month per housing unit
Clean-up Week \$1.90 per Month per housing unit

Residential Garbage \$19.95 plus tax per Month

(Limit 1 - 64-gallon tote per week)

Rate Group 12 \$17.23 plus tax per month

Commercial Garbage

Rate Group 20 \$31.23 plus tax per Month \$43.59 plus tax per Month Rate Group 21 \$51.88 plus tax per Month Rate Group 22 \$56.69 plus tax per Month Rate Group 23 Rate Group 24 \$62.24 plus tax per Month Rate Group 25 \$228.41 plus tax per Month \$108.52 plus tax per Month Rate Group 26 Rate Group 27 \$141.92 plus tax per Month Rate Group 28 \$206.79 plus tax per Month Rate Group 29 \$299.56 plus tax per Month Rate Group 30 \$573.99 plus tax per Month \$998.98 plus tax per Month Rate Group 31 Rate Group 32 \$133.24 plus tax per Month Rate Group 33 \$193.19 plus tax per Month

GARBAGE RATES ARE SUBJECT TO CHANGE SHOULD STATE, COUNTY OR LOCAL FEES INCREASE

Capital Project \$5.90 per Month per housing unit

Community Center Fees - Residents of Glyndon

Damage Deposit \$500.00
Dances/Receptions (Residents) \$250.00

Law Enforcement Charge \$140.00 minimum charge 4 hours

\$35.00 per hour after 4 hours

Small Family Events or Parties \$30.00 less than 4 hours Small Family Events or Parties \$50.00 for over 4 hours

Cleaning Deposit (Refundable)	\$100.00
Fund Raiser / Non-profit	\$100.00
Meetings	\$30.00
Local Non-Profit Organizations	FREE
Community Center Fees – Nonresidents of Glyndon	
Damage Deposit	\$500.00
Dances/Receptions (Nonresidents)	\$400.00
Law Enforcement Charge	\$140.00 minimum charge 4 hours
	\$35.00 per hour after 4 hours
Small Family Events or Parties	\$60.00 less than 4 hours
Small Family Events or Parties	\$100.00 for over 4 hours
Cleaning Deposit (Refundable)	\$100.00
Non-Profit Organization (Fund Raisers)	\$200.00
See Glyndon Community	Center Rental Application
Section 2. Effective Date of Ordinance:	
This Ordinance shall be effective as of January 25 th , 202	<mark>23</mark> .
Adopted this 25th day of January 2023.	
Tracy Tollefson, Mayor	Attact
	Attest:

Wendy Affield, City Clerk

Revised January 2018
Revised June 2018
Revised January 2019
Revised January 2020
Revised May 2020 (Dangerous Dog & Noise Ordinance Fine)
Revised January 2021
Revised February 2021
Revised May 2021
Revised September 22, 2021
Revised January 2022
Revised January 2023
Revised September 2023





Dakota Playground

PO Box 1408 • Fargo, ND 58107 Office 701-356-8800 • Fax 701-293-7811

www.dakotaplayground.com

MERIU	1101011110	Equal Opportunity Employer
PROPOSAL SUBMITTED TO	CONTACT NAME	DATE
City of Glyndon	Wendy Affield	7/31/23
ADDRESS 36 3 rd St. S.E. PO Box 223	waffield@glyndonmn.com	PHONE 218-498-2578
CITY, STATE, ZIP CODE	JOB NAME / LOCATION	
Glyndon, Mn. 56547	Johnson Park	

We propose to provide the necessary materials, labor, and equipment to install the following items, quantity as listed:

AS MANUFACTURED BY LANDSCAPE STRUCTURES:

PlayBooster and Weevos Play Structures per attached drawings and renderings. Color palette approved per email.

76,875,00

AS MANUFACTURED BY ACTION PLAY SYSTEMS:

12" X 48" Containment borders with spike.

3,200.00

AS MANUFACTURED BY FLEX FIBER:

200 Cubic yards of engineered wood fiber.

Total

TOTAL MATERIALS DELIVERED AND INSTALLED: \$104,745.00



Labor- 20,000,00

Notes:

- Unless specifically noted above, price does not include excise tax, prevailing wages, bonds, permits, testing, TERO, special insurance provisions or other fees if applicable. 1.
- Above price does not include site work such as clearing and grubbing, grading, excavating, trenching, staking/surveying, drainage, concrete curbing or flatwork, knockouts, saw cutting or jack hammering or any other work not specifically outlined above.
- Above price assumes immediate site access with large heavy equipment, site restoration is not included.

We propose hereby to furnish materials and labor - complete in accordance with above specifications, for the sum of: As per above.

Term of Payment, due upon receipt and subject to approved credit by Dakota Playground.

Material Only Sales

Unless otherwise specified above, payment due upon receipt

Installation Sales

50% down upon ordering, material draw at 60% of contract value (less received 50% down), monthly progress billings, and balance due upon completion.

A copy of this proposal to become part of any subsequent contract.

Add 3% to Total for Credit Card Purchases

Purchaser agrees to indemnify and hold harmless Dakota Playground, Inc ("Dakota Playground") and its agents from and against any and all claims, liabilities and damages, including outside and in-house attorneys' fees and costs, arising from or related to any failure to comply with building codes or other restrictions; encroachment or interference with any easement; damage to any improvements, including sprinklers or utilities; frost heave; personal injury or death; failure to maintain or inspect the playground equipment or product; removal of playground equipment or products. Purchaser agrees that Dakota Playground's liability shall not exceed the amount paid to it under this Proposal. Dakota Playground shall not be liable for any direct, indirect, special, incidental, or consequential damages. Any alteration or deviation from this Proposal requires Dakota Playground's prior written consent and if approved, shall automatically become part of and subject to this Proposal. Any additional costs from any such change shall result in an extra charge, which Purchaser agrees to pay. All playground equipment and product must be properly maintained and installed over a surface that provides adequate fall protection. For details, refer to the "Handbook for Public Safety" at www.cpsc.gov and the manufacturer. Purchaser assumes sole responsibility to routinely inspect the playground equipment or product for signs or wear, vandalism, or other unsafe conditions. Purchaser agrees to pay Dakota Playground's outside and in-house attorneys' fees and costs in the collection and enforcement of this Proposal. This Proposal is contingent upon strikes, accidents, or delays beyond Dakota Playground's control and supersedes all prior written or oral agreements. Purchaser agrees to carry all necessary and required insura Playground's workers are fully covered by Workers Compensation Insurance or other required insurance. All playground equipment or product remains the property of Dakota Playground until paid for by Purchaser and Purchaser authorizes Dakota Playground to remove the same and charge Purchaser for the playground equipment or product and their removal if payment is not made per the terms of this Proposal. Purchaser agrees to pay 1.5% per month on all past due accounts. Any project that is considered custom or has special order materials is not rel and therefore not fully refundable. A minimum of 25% restocking fee will apply with certain items being subject to higher restock fees as established from time to time by Dakota Playground.

ikota Flayground	
	lan D

Jon Pepple

Jon Pepple

This Proposal may be withdrawn by Dakota Playground if not accepted within 30 days.

Acceptance of Proposal The above prices, specifications, terms, and conditions are satisfactory and are hereby accepted by Purchaser. Dakota Playground is authorized to do the work as specified and Purchaser shall make payment as outlined.

Purchaser

Title:

Date of Acceptance:

^{*}Existing equipment to removed by city prior to installation.

^{*}Any applicable taxes to be applied to final invoice.





8632 Eagle Creek Circle, Savage, MN 55378 www.MIDWESTPLAYSCAPES.com

direct: 952.895.8888 fax:952.895.8889

toll free: 800.747.1452

playscapes@earthlink.net

Quotation

BBB	Rantan	Business	2012200
200		DUDUUEDO	UNIE FILL®

	t: City of Glyndon t: Wendy Affield	Phone: 218-498-2578 Fax:		
		Fax. Bill To:		
anib i	o: Glyndon, MN	biii 10.		
Ema	il: waffield@glyndonn	mn.com		
Shipping (Contact Name:	Date:		8/6/202
Qty	Design/Item #	Description		Total
1	MW073123-1	All Equipment shown in design MW073123-1	\$	99,145.00
74	ZZXX9430	4' Border Timbers with stakes \$ 79.00	\$	5,846.00
		Northwest Service Coop Discount	\$	(17,848.4)
220	Cu Yards	Certified ADA Wood Fiber Delivered	\$	4,797.2
		Subtotal		91,939.7
				2,700.0
	Tow 540	Freight * Please provide certificate Sales Tax	Φ	∠,/∪∪.∪(
	rax exempt #			
		Local Sales Tax Total	đ	94,639.7
The state of the state of		IOI	Ψ	74,007.7
Options		1.1 I'll a Mai aloua de Planora anno a de contra de	+	16,500
Options		omer would like Midwest Playscapes to unload equipment when it arrives.	+	
Options	Add \$500 if custo	omer would like Midwest Playscapes to unload equipment when it arrives. Importer if customer would like Midwest Playscapes to dispose of packaging		11,139
Freight Qu	Add \$500 if custo Add \$800 for Dun totes are good for 10 ime frame.	npster if customer would like Midwest Playscapes to dispose of packaging of days from quote date above, due to rising fuel costs. Quote will need to be	mai	11,139 terial.
Freight Qu after this to	Add \$500 if custo Add \$800 for Dun totes are good for 10 ime frame. would be responsib	npster if customer would like Midwest Playscapes to dispose of packaging	mai	, 11, 139 , terial.
Freight Qu after this ti Customer Any Insure	Add \$500 if custo Add \$800 for Dun rotes are good for 10 ime frame. would be responsibance requirements of	npster if customer would like Midwest Playscapes to dispose of packaging of days from quote date above, due to rising fuel costs. Quote will need to be ole for unloading and installation.	mai	, 11, 139 , terial.
Freight Quafter this ti Customer Any Insurce UNLESS OT drain tile, gec	Add \$500 if custo Add \$800 for Dun rotes are good for 10 ime frame. would be responsib ance requirements of therwise NOTED, priotextile fabric, removal of e	npster if customer would like Midwest Playscapes to dispose of packaging of days from quote date above, due to rising fuel costs. Quote will need to be above \$1,000,000 General Liability will be subject to a surcharge ces shown are material only. They DO NOT include: assembly, installation, border, safety surfacing, existing equipment, site preparation, excavation or site restoration, unloading of equipment, disposal of	mai	, 11, 139 , terial.
Freight Quafter this ti Customer Any Insurce UNLESS Of drain tile, geo packaging ma	Add \$500 if custo Add \$800 for Dun totes are good for 10 ime frame. would be responsib ance requirements of therwise NOTED, prio textile fabric, removal of eaterial, storage of equipment	Inpster if customer would like Midwest Playscapes to dispose of packaging of days from quote date above, due to rising fuel costs. Quote will need to be able for unloading and installation. Tabove \$1,000,000 General Liability will be subject to a surcharge cess shown are material only. They DO NOT include: assembly, installation, border, safety surfacing, existing equipment, site preparation, excavation or site restoration, unloading of equipment, disposal ont, additional insurance and bonding would be extra, unless otherwise stated above. If playground	mai	11,139 terial.
Freight Quafter this ti Customer Any Insurce UNLESS Of drain tile, geo packaging ma	Add \$500 if custo Add \$800 for Dun totes are good for 10 ime frame. would be responsib ance requirements of therwise NOTED, prio textile fabric, removal of eaterial, storage of equipment	npster if customer would like Midwest Playscapes to dispose of packaging of days from quote date above, due to rising fuel costs. Quote will need to be above \$1,000,000 General Liability will be subject to a surcharge ces shown are material only. They DO NOT include: assembly, installation, border, safety surfacing, existing equipment, site preparation, excavation or site restoration, unloading of equipment, disposal of	mai	11,139 terial.
Freight Quafter this ti Customer Any Insurce UNLESS Of drain tile, geo packaging ma equipment or	Add \$500 if custo Add \$800 for Dun totes are good for 10 ime frame. would be responsible ance requirements of the contextile fabric, removal of eaterial, storage of equipment and enterials are stored off situation.	Inpster if customer would like Midwest Playscapes to dispose of packaging of days from quote date above, due to rising fuel costs. Quote will need to be able for unloading and installation. Tabove \$1,000,000 General Liability will be subject to a surcharge cess shown are material only. They DO NOT include: assembly, installation, border, safety surfacing, existing equipment, site preparation, excavation or site restoration, unloading of equipment, disposal ont, additional insurance and bonding would be extra, unless otherwise stated above. If playground	mathemathemathemathemathemathemathemathe	e-evaluate
Freight Quafter this ti Customer Any Insurce UNLESS Of drain tile, geo packaging madequipment or Prices firm for for more than	Add \$500 if custo Add \$800 for Dun totes are good for 10 ime frame. would be responsibe ance requirements of the customer of the customer in the customer i	Inpster if customer would like Midwest Playscapes to dispose of packaging of a days from quote date above, due to rising fuel costs. Quote will need to be a surcharge and installation. The properties of the pro	mathemathemathemathemathemathemathemathe	terial. e-evaluate
Freight Quafter this ti Customer Any Insurce UNLESS Of drain tile, geo packaging mate equipment or Prices firm for more than of those servi	Add \$500 if custo Add \$800 for Dun totes are good for 10 ime frame. would be responsibe ance requirements of the customer of the customer in the customer i	Inpster if customer would like Midwest Playscapes to dispose of packaging in a compact of the co	mathemathemathemathemathemathemathemathe	terial. e-evaluate ce unpaid nce ed.Please
Freight Quafter this ti Customer Any Insurce UNLESS Of drain tile, geo packaging ma equipment or Prices firm for for more than of those servi allow 3to4 w is responsible	Add \$500 if custo Add \$800 for Dum rotes are good for 10 ime frame. would be responsible ance requirements of the company o	Impster if customer would like Midwest Playscapes to dispose of packaging of a days from quote date above, due to rising fuel costs. Quote will need to be a surcharge and installation. The properties of the properties of the subject to a surcharge assembly, installation, border, safety surfacing, existing equipment, site preparation, excavation or site restoration, unloading of equipment, disposal of the customer is responsible for transporting equipment to job site. The properties of the pro	mail be re of of	ce unpaid nce ed.Please ise. Customer must be
Freight Quafter this ti Customer Any Insurce UNLESS Of drain tile, geo packaging ma equipment or Prices firm for for more than of those servi allow 3to4 w is responsible accessible to	Add \$500 if custo Add \$800 for Dum rotes are good for 10 ime frame. would be responsibe ance requirements of the country of	Impster if customer would like Midwest Playscapes to dispose of packaging of a days from quote date above, due to rising fuel costs. Quote will need to be a sold for unloading and installation. The above \$1,000,000 General Liability will be subject to a surcharge a surcharge a sees shown are material only. They DO NOT include: assembly, installation, border, safety surfacing, existing equipment, site preparation, excavation or site restoration, unloading of equipment, disposal on the additional insurance and bonding would be extra, unless otherwise stated above. If playground the, customer is responsible for transporting equipment to job site. The thereafter. Our terms are net 30. A finance charge of 1.5% will be imposed on the outstanding be an informaterials. Equipment shall be invoiced seperately from other services and shall be payable in a sum. Retainage not accepted. Once customer has signed quotation, your order cannot be changed or calcipt of order. Standard manufacturing design, specification, and construction apply unless noted of a marking of all underground utilities (public or private) to include drain tile and sprinkler systems. The appropriate is based on customer than the charged. Freight quote is based on customer and the charged. Freight quote is based on customer the customer than the customer installation or additional fees will be charged. Freight quote is based on customer than the custom	mail be re of of walancele herwik Area	ce unpaid nce ed.Please ise. Customer must be ading
Freight Quafter this ti Customer Any Insurce UNLESS Of drain tile, geo packaging made equipment or Prices firm for more than of those serve allow 3to4 we is responsible accessible to equipment ar without prior	Add \$500 if custo Add \$800 for Dun rotes are good for 10 me frame. would be responsible ance requirements of the textile fabric, removal of electrial, storage of equipment and adays, subject to review a 30 days after the shipment incess and project completion eleks for delivery after receives for the identification and Bobcat and other equipment and checking in all equipment authorization from Midwell	Inpster if customer would like Midwest Playscapes to dispose of packaging in a days from quote date above, due to rising fuel costs. Quote will need to be a surcharge and installation. The policy of the subject to a surcharge are material only. They DO NOT include: assembly, installation, border, safety surfacing, existing equipment, site preparation, excavation or site restoration, unloading of equipment, disposal ont, additional insurance and bonding would be extra, unless otherwise stated above. If playground the, customer is responsible for transporting equipment to job site. The thereafter. Our terms are net 30. A finance charge of 1.5% will be imposed on the outstanding be a materials. Equipment shall be invoiced seperately from other services and shall be payable in a material and accepted. Once customer has signed quotation, your order cannot be changed or catellation of order. Standard manufacturing design, specification, and construction apply unless noted of marking of all underground utilities (public or private) to include drain tile and sprinkler systems. The tent necessary for installation or additional fees will be charged. Freight quote is based on customer and the standard manufacturies of the standard by customer upon delivery for any reason (unless dame test Playscapes, Inc., the customer agrees to pay 20% restocking fee plus freight charges.	mail be re of of walancele herwik Area	ce unpaid nce ed.Please ise. Customer must be ading
Freight Quafter this ti Customer Any Insurce UNLESS Of drain tile, geo packaging made equipment or Prices firm for more than of those serve allow 3to4 we is responsible accessible to equipment ar without prior	Add \$500 if custo Add \$800 for Dun rotes are good for 10 me frame. would be responsible ance requirements of the textile fabric, removal of electrial, storage of equipment and adays, subject to review a 30 days after the shipment incess and project completion eleks for delivery after receives for the identification and Bobcat and other equipment and checking in all equipment authorization from Midwell	Impster if customer would like Midwest Playscapes to dispose of packaging in the packaging of the packaging and the pack	mail be re of of walancele herwik Area	ce unpaid nce ed.Please ise. Customer must be ading
Freight Quafter this ti Customer Any Insurce UNLESS Of drain tile, geo packaging made equipment or Prices firm for more than of those service allow 3104 was is responsible accessible to equipment ar without prior Price does not	Add \$500 if custo Add \$800 for Dun rotes are good for 10 me frame. would be responsible ance requirements of the textile fabric, removal of electrial, storage of equipment and adays, subject to review a 30 days after the shipment incess and project completion eleks for delivery after receives for the identification and Bobcat and other equipment and checking in all equipment authorization from Midwell	Impster if customer would like Midwest Playscapes to dispose of packaging to days from quote date above, due to rising fuel costs. Quote will need to be a surcharge and installation. The product is preparation, excavation or site restoration, unloading of equipment, disposal on the customer is responsible for transporting equipment to job site. The product of transporting equipm	mail he roll h	ce unpaid nce ed. Please ise. Customer must be ading
Freight Quafter this ti Customer Any Insurce UNLESS Of drain tile, geo packaging ma equipment or Prices firm fo for more than of those service allow 3104 we is responsible accessible to equipment ar without prior Price does no	Add \$500 if custo Add \$800 for Dum rotes are good for 10 ime frame. would be responsibe ance requirements of the textile fabric, removal of eaterial, storage of equipment and days, subject to revie a 30 days, subject to revie a 30 days after the shipment ices and project completion eeks for delivery after rece are for the identification and Bobcat and other equipment authorization from Midwe of include prevailing wage.	Inpster if customer would like Midwest Playscapes to dispose of packaging to days from quote date above, due to rising fuel costs. Quote will need to be oble for unloading and installation. Tabove \$1,000,000 General Liability will be subject to a surcharge cost shown are material only. They DO NOT include: assembly, installation, border, safety surfacing, existing equipment, site preparation, excavation or site restoration, unloading of equipment, disposal ont, additional insurance and bonding would be extra, unless otherwise stated above. If playground the, customer is responsible for transporting equipment to job site. The surfacing is a supplement of the survival of the su	mail he roll h	e-evaluate ce unpaid nce ed.Please ise. Customer must be ading



MIDWEST PLAYGROUND CONTRACTORS INC.

8632 Eagle Creek Circle Savage, MN 55378

Phone: 952-895-8888 Fax: 952-895-8889

Email: playscapes@earthlink.net

Trotallation Quotation

installation Quotation
Date:8-6-23 Project Name: City of Glyndon Location: Glyndon, MN Contact Name: Wendy Affield Phone: 218-498-2578 Email: waffield@glyndonmn.com
Description of work to be done
Installation of playground equipment, border and wood fiber. City will have site prepped prior to install.
Amount \$16500
Note: All work is to be completed in a workmanlike manner according to standard practice. Any alterations from the above specifications involving extra costs must be executed upon written orders and will become an extra charge over and above the purchase agreement. Unless otherwise stated a level site matching the drawing dimensions and the corners of the site must be staked prior to our arrival. If MPCI is to excavate, all material/dirt will remain on site to be removed by others, unless stated otherwise. Prices shown do not include Site Restoration.
Terms: Prices are firm for 30 days, subject to review thereafter. Terms are Net 30. A finance charge of 1.5% will be imposed on the outstanding balance unpaid for more than 30 days after substantial completion of the work. Standard manufacturing design, specification and construction apply unless otherwise noted. Area must be accessible by a bobcat and all other equipment necessary for installation or additional fees will be charged. Customer is responsible for the identification and marking of all underground utilities (public or private) to include drain tile and sprinkler systems. Installation rates are based on normal conditions. Price does not include prevailing wages, unless otherwise noted. If we can be of further assistance please contact us.
Accepted by:



CITY NAME	Certified 2024 LGA
TOTALS	\$644,398,012
GHENT	\$121,265
GIBBON	\$331,197
GILBERT	\$784,630
GILMAN	\$33,706
GLENCOE	\$1,818,170
GLENVILLE	\$212,078
GLENWOOD	\$826,146
GLYNDON	\$454,449
GOLDEN VALLEY	\$0
GONVICK	\$90,370
GOOD THUNDER	\$202,476
GOODHUE	\$354,624
GOODRIDGE	\$38,281
GOODVIEW	\$588,367
GRACEVILLE	\$232,769
GRANADA	\$107,811
GRAND MARAIS	\$79,714
GRAND MEADOW	\$427,316
GRAND RAPIDS	\$2,222,621
GRANITE FALLS	\$1,237,048
GRANT	\$0
GRASSTON	\$31,760
GREEN ISLE	\$139,345
GREENBUSH	\$297,389
GREENFIELD	\$0
GREENWALD	\$47,642
GREENWOOD	\$0
GREY EAGLE	\$91,699
GROVE CITY	\$247,400
GRYGLA	\$60,770
GULLY	\$13,651
HACKENSACK	\$2,824
HADLEY	\$10,405
HALLOCK	\$426,354
HALMA	\$15,259
HALSTAD	\$233,974
HAM LAKE	\$0



Parkers Prairie Office: 13979 County Highway 42 Parkers Prairie, MN 56361 (612)920-3320 ext. 110 | fax (612) 605-2375 www.daviddrown.com

July 26, 2023

RECOMMENDATIONS

Ms. Tracy Tollefson, Mayor
Ms. Wendy Affield, City Clerk-Treasurer
City of Glyndon
36 Third Street SE
P.O. Box 223
Glyndon, MN 56547

RE: 2023A General Obligation Improvement Bonds

Honorable Mayor Tollefson, Members of City Council, and Ms. Affield:

This letter outlines our recommendations for the structure and sale of General Obligation Improvement Bonds associated with the improvements to the Charleswood subdivision. The City has previously received bids for the proposed improvements, which have been incorporated into our recommendations.

Statutory Authority

Cities must cite the specific statutory authority they intend to use before issuing general obligation bonds. In this instance, the City will utilize authority granted in Chapters 429 and 475, issuing these bonds as General Obligation Improvement Bonds. By specially assessing at least 20% of project costs to benefitting properties the City can offer its general obligation pledge without the need for a special election and without any statutory borrowing limitations. We will pledge assessment revenue to the repayment of this portion of the bonds. The City plans to special assess 100% of the project costs to benefitting property owners.

Overview of Project and Component Costs

Based on the bids, the component costs of the bond issue are shown below:

RECOMMENDED SIZE OF BOND ISSUE	3,005,000.00
Plus Rounding (Surplus)	901.32
Plus Capitalized Interest	148,480.44
Plus Issuance Costs (Including Discount)	73,800.00
Total Project Costs	2,781,818.24
Street Lighting/Park Dedication	65,556.00
Legal/Admin	27,500.00
Engineering	226,000.00
Contingency	117,274.39
Subdivision Construciton	2,345,487.85

Payment and Revenue Requirements

The proposed issue will have annual debt service payment of approximately \$217,500 per year for the term of the bond (based on 20-year principal and interest payments) which will be funded by special assessments. The term of the special assessments will be for 20 years, at a projected interest rate of 1% over the net effective interest rate of the bond.

Please refer to the attached preliminary bond schedule for general bond details.

\$3,005,000 General Obligation Improvement Bonds, 2023A

If the Council chooses to fund this project in the manner proposed, David Drown Associates, Inc. recommends the project costs be financed through the issuance of \$3,005,000 of General Obligation Improvement Bonds through a rated, competitive sale process.

Key elements of the proposed issue are:

- Approximate 20-year term for principal and interest payments to match the term of the special assessments.
- Callable any time after 2/1/2032 @ par plus accrued interest.
- Offer up to 1.00% discount allowance.
- Standard & Poor's Rating (cost of rating more than offset by interest rate savings)
- Assumed achieving A+ rating.
- Full Disclosure. The City already does full disclosure so no additional costs are incurred by pledging this type of disclosure.

TENTATIVE SCHEDULE

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

August 9, 2023,

Set Sale borrowing resolution

September 13, 2023,

Award Sale

September 27, 2023,

Closing

If the Council determines that it wishes to proceed with the project financing, it would be appropriate to act upon the enclosed resolution initiating the competitive sale process.

Thank you for your time and consideration of this material. Please feel free to contact me with any questions.

Respectfully,

Jason Murray Associate

Enclosures

8/9/2023 9/13/2023 9/27/2023 9/27/2023 8/1/2024

to Dated Date 2,974,950.00 1,522,225,44

12/31/2024

3.8946% 3.8178%

13.007

2/1/2032

Fryberger, Buchanan, Smith & Frederick, P.A.

Northland Trust Services, Inc.

General Obligation Improvement Bonds, 2023A

Uses of Funds			Bond Details
Subdivision Construction		2,345,487.85	Set Sale
Contingency		117,274.39	Award Date
Engineering/Project Related Costs		226,000.00	Dated Date
Legal/Admin		27,500.00	Closing Date
Street Lighting/Park Dedication	,	65,556.00	1st Interest Payment
Total Project Costs		2,781,818.24	Proceeds spent by:
Underwriters Discount	1.00%	30,050.00	
Unused Underwriter's Discount Allowance		1	Purchase Price
Fiscal Fee	Verified	19,000.00	Net Interest Cost
Bond Counsel	Estimate	8,500.00	Net Effective Rate
Pay Agent Setup	Verified	750.00	Average Coupon
Printing & Misc	Verified	1,500.00	Average Life
Capitalized Interest		148,480.44	Yield
Rating	Verified	14,000.00	Call Option
Surplus Funds/(Deficit Funds)		901.32	Purchaser
		3,005,000.00	Bond Counsel
Sources of Funds	,		Pay Agent
Bond Issue		3,005,000.00	Continuing Disclosure
City Contribution		00.0	Authority
Bid Premium		•	Tax Status
	•	3 005 000 00	

MN Statutes, 429, 475 Tax-Exempt, Bank Qualified	
Authority Tax Status	

Revenues

Payment Schedule

12-Month Period ending 2/1/2025 2/1/2026 2/1/2027 2/1/2028

9/27/2023

Payment Schedule & Cashflow

Surplus	(deficit)	crued interest >	(155,904)	12,877	11,430	9,934	8,608	12,703	11,422	10,307	9,357	8,855	13,927	8,645	9,144	6,997	11,131	12,551	9,013	11,228	13,748	11,328	9,438	59,739	
Special	Assessments	Unused Discount & accrued interest >		239,089	239,089	239,089	239,089	239,089	239,089	239,089	239,089	239,089	239,089	239,089	239,089	239,089	239,089	239,089	239,089	239,089	239,089	239,089	239,089	4,781,773	
Collection	Year		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044		
TOTAL	PLUS 5%		155,904	226,212	227,658	229,155	230,480	226,385	227,666	228,782	229,732	230,234	225,162	230,444	229,945	229,092	227,958	226,538	230,076	227,861	225,341	227,761	229,651	4,722,034	
Payment	Total		148,480	215,440	216,818	218,243	219,505	215,605	216,825	217,888	218,793	219,270	214,440	219,470	218,995	218,183	217,103	215,750	219,120	217,010	214,610	216,915	218,715	4,497,175	
	Interest		148,480	110,440	106,818	103,243	99,505	95,605	91,825	87,888	83,793	79,270	74,440	69,470	63,995	58,183	52,103	45,750	39,120	32,010	24,610	16,915	8,715	1,492,175	
	Rate		3.45%	3.45%	3.25%	3.25%	3.25%	3.15%	3.15%	3.15%	3.35%	3.45%	3.55%	3.65%	3.75%	3.80%	3.85%	3.90%	3.95%	4.00%	4.05%	4.10%	4.15%		
	Principal		1	105,000	110,000	115,000	120,000	120,000	125,000	130,000	135,000	140,000	140,000	150,000	155,000	160,000	165,000	170,000	180,000	185,000	190,000	200,000	210,000	3,005,000	

2/1/2029 2/1/2030 2/1/2031 2/1/2033 2/1/2034 2/1/2035 2/1/2036 2/1/2037 2/1/2038

60,453

80,116 102,898 111,543 120,687 130,684 141,815 154,366 163,379 174,607

88,971

17,784 27,718 36,327 49,030

Account Balance 188,355 199,683

2/1/2043 2/1/2044 2/1/2045

2/1/2041

2/1/2040 2/1/2042

[&]quot;City plans to special assess 100% of the project.
Term of the special assessment is set at 20 years, with an interest rate of 1% over net effective rate

City of Glyndon, Minnesota \$3,005,000 General Obligation Improvement Bonds, 2023A

BOND PAYMENT SCHEDULE

Paying Agent: City of Olivia

		Interest	Semi-annual	Semi-Annu
Day	Principal	Rates	Interest	Paymei
September 27, 2023 Dat	ed Date			
August 1, 2024			93,260.44	93,260.4
February 1, 2025	-	3.45%	55,220.00	55,220.0
August 1, 2025			55,220.00	55,220.0
February 1, 2026	105,000	3.45%	55,220.00	160,220.0
August 1, 2026			53,408.75	53,408.7
February 1, 2027	110,000	3.25%	53,408.75	163,408.7
August 1, 2027			51,621.25	51,621.2
February 1, 2028	115,000	3.25%	51,621.25	166,621.2
August 1, 2028			49,752.50	49,752.5
February 1, 2029	120,000	3.25%	49,752.50	169,752.5
August 1, 2029	,		47,802.50	47,802.5
February 1, 2030	120,000	3.15%	47,802.50	167,802.5
August 1, 2030			45,912.50	45,912.5
February 1, 2031	125,000	3.15%	45,912.50	170,912.5
August 1, 2031	,		43,943,75	43,943.7
February 1, 2032	130,000	3.15%	43,943.75	173,943.7
August 1, 2032	,		41,896.25	41,896.2
February 1, 2033	135,000	3.35%	41,896.25	176,896.2
August 1, 2033	-		39,635.00	39,635.0
February 1, 2034	140,000 (1)	3.45%	39,635.00	179,635.0
August 1, 2034	-		37,220.00	37,220.0
February 1, 2035	140,000 (1)	3.55%	37,220.00	177,220.0
August 1, 2035			34,735.00	34,735.0
February 1, 2036	150,000 (2)	3.65%	34,735.00	184,735.0
August 1, 2036		0.007.0	31,997.50	31,997.5
February 1, 2037	155,000 (2)	3.75%	31,997.50	186,997.5
August 1, 2037	100,000 (2)	0.1070	29,091.25	29,091.2
February 1, 2038	160,000 (3)	3.80%	29,091.25	189,091.2
August 1, 2038	100,000 (0)	0.0070	26,051.25	26,051.2
February 1, 2039	165,000 (3)	3.85%	26,051.25	191,051.2
August 1, 2039	100,000 (5)	0.0070	22,875.00	22,875.0
February 1, 2040	170,000	3.90%	22,875.00	192,875.0
August 1, 2040	170,000	3.30 %	19,560.00	19,560.0
February 1, 2041	180,000	3.95%	19,560.00	199,560.0
August 1, 2041	100,000	3.9376	16,005.00	
	405.000	4.000/		16,005.0
February 1, 2042	185,000	4.00%	16,005.00	201,005.0
August 1, 2040	400.000	4.050/	12,305.00	12,305.0
February 1, 2041	190,000	4.05%	12,305.00	202,305.0
August 1, 2041	000 000	4.4007	8,457.50	8,457.5
February 1, 2042	200,000	4.10%	8,457.50	208,457.5
August 1, 2042	0.40.000		4,357.50	4,357.5
February 1, 2043	210,000	4.15%	4,357.50	214,357.5

(1)(2)(3) These Maturities have been aggregated to Term Bonds, maturing in the final year shown, subject to mandatory sinking fund call.

1,492,175.44

4,497,175.44

Call Option: Bonds Dated: 2/1/2032 at par

9/27/2023

3,005,000

This payment schedule assumes no bonds are redeemed early. Refunds, if they are done, will alter this payment schedule. David Drown Associates (612-920-3320) is available at any time to review the feasibility of refunding this issue.

EXTRACT OF MINUTES OF A MEETING OF THE CITY COUNCIL OF THECITY OF GLYNDON CLAY COUNTY, MINNESOTA

HELD: August 9, 2023

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Glyndon, Clay County, Minnesota, was duly held at the City Hall in said City on the 9th day of August, 2023, beginning at 7:00 o'clock A.M. for the purpose, in part, of authorizing the competitive negotiated sale of the \$3,005,000 General Obligation Improvement Bonds, Series 2023A, of said City.

The following Council Members	s were present:
And the following were absent:	
Council memberadoption:	_ introduced the following resolution and moved its

RESOLUTION 2023-7

A RESOLUTION PROVIDING FOR THE COMPETITIVE NEGOTIATED SALE OF \$3,005,000 GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2023A

- A. **WHEREAS**, the City Council of the City of Glyndon, Minnesota (the "City"), has heretofore determined that it is necessary and expedient to issue the City's \$3,005,000 General Obligation Improvement Bonds, Series 2023A (the "Bonds"), to finance the 2023 Improvement Project associated with the Charleswood subdivision, located within the City; and
- B. **WHEREAS**, the City has retained David Drown Associates, Inc., in Minneapolis, Minnesota ("David Drown"), as its independent municipal advisor for the Bonds and is therefore authorized to sell the Bonds by a competitive negotiated sale in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9):

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

- 1. <u>Authorization</u>. The Council hereby authorizes David Drown to solicit bids for the competitive negotiated sale of the Bonds.
- 2. <u>Meeting; Bid Opening</u>. The Council shall meet at the time and place specified in the Terms of Offering attached hereto as **Exhibit A** for the purpose of considering sealed bids for, and awarding the sale of, the Bonds. The City Administrator, or designee, shall open bids at the time and place specified in such Terms of Offering.

- 3. <u>Terms of Offering</u>. The terms and conditions of the Bonds and the negotiation thereof are fully set forth in the "Terms of Offering" attached hereto as **Exhibit A** and hereby approved and made a part hereof.
- 4. Official Statement. In connection with said competitive negotiated sale, the officers or employees of the City are hereby authorized to cooperate with David Drown and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

The motion for the adoption of the foregoing Resolution was duly second	onded by
Council member and, after full discussion thereof and upon a vot	e being
taken thereon, the following Council members voted in favor thereof:	_
and the following voted against the same:	
Whereupon said Resolution was declared duly passed and adopted.	
Approved this 9 th day of August, 2023.	

STATE OF MINNESOTA COUNTY OF CLAY CITY OF GLYNDON

I, the undersigned, being the duly qualified and acting City Clerk/Treasurer of the City of Glyndon, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council of said City, duly called and held on the date therein indicated, insofar as such minutes relate to the City's \$3,005,000 General Obligation Improvement Bonds, Series 2023A.

WITNESS my hand as such City Clerk/Treasurer of the City this 9th day of August, 2023.

Wendy Affield, City Clerk/Treasurer

EXHIBIT A

TERMS OF OFFERING

City of Glyndon, Minnesota \$3,005,000

General Obligation Improvement Bonds, Series 2023A

(BOOK ENTRY ONLY)

TERMS OF PROPOSAL

Proposals for the Bonds will be received on Wednesday, September 12, 2023 at 11:00 A.M. Central Time, at the offices of David Drown Associates, Inc., 5029 Upton Avenue South, Minneapolis, Minnesota, after which time they will be opened and tabulated. Consideration for award of the Bonds will be by the City Council of the City of Glyndon (the "City") at 7:00 A.M., Central Time, on Wednesday, September 13, 2023.

SUBMISSION OF PROPOSALS

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

Notice is hereby given that electronic proposals will be received via PARITY[®], in the manner described below, until 11:00 A.M., local time on September 12th 2023. Bids must be submitted electronically via PARITY[®] pursuant to this Notice until 11:00 A.M., local time, but no bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in PARITY[®] conflict with this Notice, the terms of this Notice shall control. For further information about PARITY[®], potential bidders must contact David Drown Associates, Inc. or PARITY[®] at (212) 806-8304.

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

DETAILS OF THE BONDS

The Bonds will be dated September 27, 2023, as the date of original issue, and will bear interest payable on February 1 and August 1 of each year, commencing August 1, 2024. Interest will be computed on the basis of a 360-day year of twelve 30-day months. The Bonds will mature February 1 in the years and amounts as follows:

Year	Amount	Year	<u>Amount</u>
2026	\$ 105,000	2036	\$ 150,000
2027	110,000	2037	155,000
2028	115,000	2038	160,000
2029	120,000	2039	165,000

2030	120,000	2040	170,000
2031	125,000	2041	180,000
2032	130,000	2042	185,000
2033	135,000	2043	190,000
2034	140,000	2044	200,000
2035	140,000	2045	210,000

TERM BOND OPTION

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

BOOK ENTRY SYSTEM

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

REGISTRAR

The City will name Northland Trust Services, Inc., Minneapolis, MN, as registrar for the Bonds. Northland Trust Services, Inc. shall be subject to applicable SEC regulations. The City will pay for the services of the registrar.

OPTIONAL REDEMPTION

The City must elect on February 1, 2032 and on any day thereafter, to prepay Bonds due on or after February 1, 2033. Redemption must be in whole or in part and if in part at the option of the City and in such manner as the City shall determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

SECURITY AND PURPOSE

The Bonds will be general obligations of the City for which the City will pledge its full faith and credit and power to levy direct general ad valorem taxes. In addition the City will pledge revenues from special assessments against benefitted properties. The proceeds will finance the 2023 Improvement Project associated with the Charleswood subdivision located within the City.

TYPE OF PROPOSALS

Proposals shall be for not less than \$2,974,950.00 (99.00%) and accrued interest on the total principal amount of the Bonds. The apparent low-bidder as notified by David Drown Associates, Inc. shall wire, to a designated account, a good faith amount of \$60,100 by 3:00 p.m. on the date of sale. If the good faith wire transfer is not in process prior to the award, the City shall retain the right to reject the bid. In the event the purchaser fails to comply with the accepted proposal, said amount will be retained by the City. No proposal can be withdrawn or amended after the time set for receiving proposals unless the meeting of the City scheduled for award of the Bonds is adjourned, recessed, or continued to another date without award of the Bonds having been made. Rates shall be in integral multiples of 5/100 or 1/8 of 1%. Rates must be in ascending order. Bonds of the same maturity shall bear a single rate from the date of the Bonds to the date of maturity. No conditional proposals will be accepted.

AWARD

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

MATURITY ADJUSTMENTS

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

ISSUE PRICE DETERMINATION

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

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

i. the City shall cause this Terms of Offering to be disseminated to potential bidders in a manner

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

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

If all requirements of a "competitive sale" are not satisfied, the City shall advise the Purchaser of such fact prior to the time of award of the sale of the Bonds to the Purchaser. In such event, any proposal submitted will not be subject to cancellation or withdrawal. Within twenty-four (24) hours of the notice of award of the sale of the Bonds, the Purchaser shall advise the City and David Drown Associates, Inc. if a "substantial amount" (as defined in the Regulation) of any maturity of the Bonds (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity) has been sold to the public and the price at which such substantial amount was sold. The City will treat such sale price as the "issue price" for such maturity, applied on a maturity-by-maturity basis. The City will not require the Purchaser to comply with that portion of the Regulation commonly described as the "hold-the-offering-price" requirement for the remaining maturities, but the Purchaser must elect such option. If the Purchaser exercises such option, the City will apply the initial offering price to the public provided in the proposal as the issue price for such maturities. If the Purchaser does not exercise that option, it shall thereafter promptly provide the City and David Drown Associates, Inc. the prices at which a substantial amount of such maturities are sold to the public; provided such determination shall be made and the City and David Drown Associates, Inc. notified of such prices not later than three (3) business days prior to the closing date.

BOND INSURANCE AT PURCHASER'S OPTION

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

CUSIP NUMBERS

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

SETTLEMENT

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

FULL CONTINUING DISCLOSURE

On the date of the actual issuance and delivery of the Bonds, the City will be obligated with respect to more than \$10,000,000 of outstanding municipal securities, including the Bonds being offered hereby. In order to assist bidders in complying with SEC Rule 15c2-12, the City will covenant to provide certain financial and operating information that is customarily prepared and is publicly available and notices of certain material events to the limited extend required by SEC Rule 15c2-12(d)(2). A description of the City's undertaking is set forth in the Official Statement.

OFFICIAL STATEMENT

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

The Official Statement, when further supplemented by an addendum or addenda specifying the maturity dates, principal amounts and interest rates of the Bonds, together with any other information required by law, shall constitute a "Final Official Statement" of the City with respect to the Bonds, as that term is defined in Rule 15c2-12. By awarding the Bonds to any underwriter or underwriting syndicate submitting a proposal therefor, the City agrees that, no more than seven business days after the date of such award, it shall provide without cost to the senior managing underwriter of the syndicate to which the Bonds are awarded 5 copies of the Official Statement and the addendum or addenda described above. The City designates the senior managing underwriter of the syndicate to which the Bonds are awarded as its agent for purposes of distributing copies of the Final Official Statement to each Participating Underwriter. Any underwriter delivering a proposal with respect to the Bonds agrees thereby that if its proposal is accepted by the City (i) it shall accept such designation and (ii) it shall enter into a contractual relationship with all Participating Underwriters of the Bonds for purposes of assuring the receipt by each such Participating Underwriter of the Final Official Statement.

Dated: 9th of August, 2023 BY ORDER OF THE CITY COUNCIL

MEMORANDUM OF UNDERSTANDING

WITNESSETH:

WHEREAS, Fargo, Moorhead, Cass County, and Clay County previously entered into a Joint Powers Agreement in 2001, to jointly establish and administer a dispatch center and related dispatch service which was subsequently joined by the City of West Fargo, North Dakota; and

WHEREAS, a joint dispatch center was established, known as "Red River Regional Dispatch Center", hereinafter referred to as "RRRDC"; and

WHEREAS, the original Joint Powers Agreement was last amended on January 1st, 2023; and

WHEREAS, the amended Joint Powers Agreement established the "RRRDC Authority Board Comprised of two (2) members each from the Clay County Board of Commissioners, the City of Moorhead, Cass County Commission, Fargo City Commission, and West Fargo City Commission; and

WHEREAS, the parties established a joint board to administer the joint dispatch center, said board was formally known as the "Red River Regional Dispatch Center Board of Authority", but has been renamed "Executive Committee" through the amended JPA; and

WHEREAS, the Executive Committee maintains operational oversight of the RRRDC and provides feedback to the RRRDC Authority Board in establishing an annual budget; and

WHEREAS, one voting Executive Committee member will be the police chief of one of the four (4) Cities, as appointed by the BOA; and

WHEREAS, the parties hereto wish to come to an agreement as to their collective understanding and sharing of Clay County costs and benefits under the JPA, specifically for the purpose of the Cities using and having access to a regional Computer Aided Dispatch and Records Management System, hereinafter referred to as "CAD/RMS", and maximizing the efficiency of which emergency and dispatch services are delivered in the geographic area of the Cities for the benefit of the parties; and

WHEREAS, Clay County's current obligation under the JPA is to pay 8.3% of the operating costs for the RRRDC;

WHEREAS, the respective population of each of the Cities according to the 2020 census will be the basis by which Clay County's obligation will be prorated;

WHEREAS, this agreement is for four (4) years;

WHEREAS, Clay County's obligations under the JPA which are being shared hereunder include:

- 1. Clay County's obligation equals 48%, the remaining 52% will be the Cities obligation;
- 2. The payment for and use of the CAD/RMS used by the Joint Dispatch Center including hardware costs, software costs and maintenance fees; and
- 3. The parties' obligations governing the use of the CAD/RMS.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties do hereby agree as follows:

- 1. **Formula for Financial Obligations.** The parties hereby agree that the Cities will be obligated to pay 52% of Clay County's obligation. The actual amounts paid by the Cities shall be their percentage of Clay County's obligation, of the annual RRRDC finalized operating budget as adopted at the beginning of the budget cycle, or as amended thereafter, for each of the respective years.
 - a. The proration for this four-year period shall be based on the 2020 census numbers / proration split, as follows:

i. **<u>Dilworth</u>**: 22%

ii. Barnesville: 13%

iii. Hawley: 11%

iv. Glyndon: 6%

All payments required under this paragraph shall be made by each of the Cities on at least a quarterly basis and are due and payable on March 30, June 30, September 30, and December 31 of each year. These amounts are relative to service provided within the city limits only. Clay County is paying for costs attributable to the unincorporated areas and areas without a municipal police force within Clay County.

2. <u>Acquisition and Maintenance of Computer Aided Dispatch and Records Management System.</u>

- Agencies Responsibility for Agency specific equipment. Each agency will be responsible for the costs of acquiring, installing, and maintaining hardware necessary for the use of the CAD/RMS application by that party, as recommended by the vendor, excluding the hardware specified in the vendor's contract with the BOA and installed during system deployment. The equipment each agency is individually responsible for shall include, but not be limited to, workstation computers, laptop computers, peripheral equipment including but not limited to the GPS receiver, printer and bar code reader in the cars and the typical peripherals for workstations (speakers, printers, etc.); and any and all appurtenances necessary for the transmission of data from servers to laptop computers in member vehicles as well as mounting hardware and installation.
- **b)** Acquisition of Additional Features. Should any party to this Agreement wish to acquire additional features to the software and equipment acquired by Fargo and made available for use by the RRRDC under the JPA, only parties requesting those features will be responsible for the acquisition, maintenance and operational costs of said additional features.
- c) <u>Authorized Use.</u> Access to the CAD/RMS System will be granted to the aforementioned agencies and the agencies listed as authorized users in the software license agreement only.
- d) <u>Additional Authorized Users.</u> Additional parties may be granted access to the CAD/RMS system upon approval by the RRRDC Board of Authority.
- e) Data Practices. Each agency understands and agrees that they will continue to be the responsible authority for data created by their agency. Each agency shall be responsible for controlling access to the CAD/RMS by its employees so that the information and data maintained by the CAD/RMS is used for legitimate law enforcement and public safety purposes. Each agency shall remain liable for any misuse by their own employees or agents of the first party information maintained in the CAD/RMS. Nothing in this Agreement shall be construed as changing the responsibilities for data management, data practices requests, access procedures, and compliance responsibilities for the individual agencies. Each agency agrees that the originator of the data continues to own the data and will retain all responsibilities attendant to the creation, disposition and maintenance

- of such data. All requests for the release of or access to such data will be forwarded to the originating agency.
- Funding Formula for the Software Maintenance Agreement and ongoing licensing fees. The following formula is used under the JPA for the annual software maintenance fees and ongoing licensing fees. The costs associated with the Software Maintenance Agreement and ongoing license fees are pro-rated between Fargo, West Fargo, Moorhead, Cass County and Clay County based on the cost-share formula as follows:
 - i. Fargo 36.65%
 - ii. Moorhead- 17.68%
 - iii. Cass County 18.42%
 - iv. Clay County -15.84%
 - v. West Fargo 11.41%

Software maintenance costs and ongoing licensing fees for the computers used by the Cities are considered Clay County's responsibility and Clay County is obligated to pay for them under the JPA. The parties hereto agree to provide the inventory of work stations and data computers used as outlined above to the Clay County Sheriff or his designee by June 15 of each year and will be obligated to pay the prorated annual amounts to Clay County that Clay County is charged back relative to those stations.

IN WITNESS WHEREOF, the parties have hereunto set their signatures the day and year below stated.

Dated:	CITY OF DILWORTH
ATTEST:	Mayor
, Clerk	

Dated:	CITY OF GLYNDON, MINNESOTA
ATTEST:	, Mayor
Cler	<u></u>

Dated:	CITY OF BARNESVILLE, MINNESOTA
ATTEST:	, Mayor
	rk

Dated:		CITY OF HAWLEY, MINNESOTA
ATTEST:		, Mayor
**************************************	Clerk	_

Dated:	COUNTY OF CLAY, MINNESOTA
ATTEST:	Frank Gross, Chair Clay County Commission
Stephen Larson, County Administrator	

Expenditure Budget Worksheet 2

July 2023 2022 Amt Comment 2023 YTD Amt 2023 Budget

Account Descr

101 GENERAL FUND

			8 Pay County for New Homes 2yr Abatement 0 Attorney/Norman/Pemberton 6 Prosecuting Attorneys 5 50% of Permits to Building Inspector 7 State Permit Surcharge Fee 3 Separated Each Dept 2022 0 Box Fee/Misc Mailings 8 Bank, Post Office, Misc	
\$23,113.48 \$7,051.36 \$31.38 \$14,550.00 \$5,700.00 \$2,110.28 \$3,074.82 \$4,798.54	\$0.00 \$5,999.76 \$367.20 \$500.60 \$3,494.90 \$47,700.00	\$1,910.39 \$1,667.07 \$1,804.77 \$1,811.11 \$55,506.05 \$13,868.11 \$23,589.00	\$7,857.78 \$12,105.00 \$10,758.36 \$5,752.35 \$4,652.47 \$2,589.43 \$841.78	\$1,031.31 \$913.00 \$100.00 \$32,107.96 \$10,535.65 \$6,287.23 \$5,983.40 \$1,885.77 \$202.80 \$561.86
\$14,285.70 \$4,444.20 \$0.00 \$8,500.00 \$1,878.05 \$2,623.46	\$5,358.08 \$3,461.55 \$20.32 \$260.00 \$7,450.88 \$35,442.00	\$1,911.88 \$2,297.96 \$1,322.82 \$1,832.08 \$0.00 \$8,711.47	\$6,543.50 \$11,085.04 \$4,986.93 \$522.40 \$1,160.75 \$615.84	\$1,100.00 \$871.00 \$100.00 \$25,142.20 \$6,129.33 \$1,984.66 \$3,516.59 \$721.20 \$44.76
\$24,790.00 \$8,550.00 \$200.00 \$16,800.00 \$6,000.00 \$3,750.00 \$4,860.00	\$6,000.00 \$6,000.00 \$527.00 \$10.00 \$0.00 \$45,000.00	\$2,100.00 \$2,900.00 \$2,000.00 \$2,400.00 \$17,000.00 \$24,100.00	\$10,000.00 \$25,000.00 \$11,195.00 \$5,000.00 \$2,000.00 \$2,800.00 \$1,000.00 \$1,000.00	\$11,000.00 \$1,600.00 \$1,600.00 \$34,000.00 \$12,000.00 \$1,900.00 \$1,900.00 \$1,900.00
			E 101-41000-302 2-Year Tax Abatement Fee E 101-41000-304 Legal Fees E 101-41000-305 Criminal Legal Fees-Moorhead E 101-41000-307 Building Inspector 50% Fee E 101-41000-321 Telephone E 101-41000-322 Postage E 101-41000-333 ARPA Finds From COVID-19	101-41000-340 101-41000-340 101-41000-361 101-41000-381 101-41000-401 101-41000-433 101-41000-434 101-41000-560

Comment	EB Uses	Ins. Policies Bldgs/Vehicles	Dues & New Council Training	Software Support	Donation Reimbursement	Sp Ass - City Property	Sp Ass Interest - City Property	Misc Income/Expense	Bank/Penalty Fees	EB Uses	Glyndon Days/Ice Cream Donations	Police Chief	Full-time Officers/TZD/Holiday(\$12,000)	Part-time Employees	5hrs/wk x \$46.45 (260 hrs)	PERA 17.7%	No SS for Full Time Officers-1.45%	\$765.44 Health Ins (4) Police	\$3000 Bremer HS (4) Police	\$29.10 ea (4) Police	Watch Guard/Radar/Guns/Body Cams/Taser	MISC Supplies	\$600.00 per union contract	Computer Equipment	Frain/Ammo/Travel-RO	Misc/Siren1600/PBT/Lidar/WG Cloud 1500	Wash/Repairs/Tires	Gas	702/BCA/Eval/Medical/Trans	Cell Phones (4)	Squad Wi Fi	Telephone - Office	RR Dispatch Services/Part Fire&Rescue	Copy Machine Lease - \$100 @ month	Picnic/ShopCop Donations-RO	Auction Charges/Donation Purchases	Squad Purchase	Escrow Transfer-RO	Mats/Mops/Misc at Community Center	Delete 2022	Delete/Combined with 101-43000-210	ASP Security Company	Telephone	Community Center Elec/Gas
2022 Amt C	\$0.00 E	\$48,583.00 I	\$2,713.04 D	\$1,144.66	\$0.00	\$4,648.00 S	\$2,576.00	-\$748.00 N	\$313.18 E	\$0.00 E	\$9,262.00	\$90,168.00 F	\$165,247.60 F	\$10,465.83 F	\$11,271.00 5		\$4,667.57 N	\$35,844.96	\$12,000.00	\$00.00	\$10,315.48 V		\$3,025.24	_	\$5,624.93 T	\$6,303.05 N	\$7,110.80 V	\$16,387.58	•	\$2,479.16		•		\$1,200.00	\$1,564.19 F	\$0.00 <i>₽</i>	\$47,397.04	\$0.00 E	\$4,013.21 N	\$0.00	\$0.00 ₪	\$232.00 A	\$0.00 T	\$12,789.19
2023 YTD Amt	\$0.00	\$51,669.00	\$953.49	\$1,036.66	\$0.00	\$2,408.00	\$1,204.00	\$0.00	\$80.00	\$0.00	\$8,220.27	\$55,740.00	\$100,691.90	\$6,507.00	\$6,967.50	\$29,409.82	\$2,867.19	\$18,370.56	\$6,000.00	\$814.80	\$10.92	\$165.70	\$996.72	\$0.00	\$3,657.90	\$3,097.51	\$1,863.28	\$9,092.71	\$3,264.67	\$1,151.48	\$1,365.35	\$1,096.72	\$19,315.26	\$700.00	\$2,569.11	\$0.00	\$24,469.95	\$0.00	\$1,308.77	\$0.00	\$0.00	\$0.00	\$281.13	\$9,757.98
2023 Budget	\$0.00	\$52,000.00	\$3,500.00	\$1,300.00	\$0.00	\$4,500.00	\$2,800.00	\$0.00	\$320.00	\$0.00	\$6,000.00	\$96,616.00	\$209,610.00	\$14,000.00	\$12,077.00	\$58,000.00	\$6,100.00	\$41,334.00	\$13,500.00	\$1,575.00	\$13,000.00	\$2,500.00	\$5,000.00	\$4,400.00	\$8,000.00	\$7,000.00	\$8,000.00	\$20,000.00	\$8,600.00	\$2,000.00	\$2,500.00	\$1,850.00	\$24,000.00	\$1,200.00	\$500.00	\$0.00	\$30,000.00	\$13,500.00	\$3,500.00	\$0.00	\$0.00	\$300.00	\$500.00	\$13,000.00
Account Descr	E 101-41000-610 Interest - EB	E 101-41000-622 LOMC General/Liability Ins.	E 101-41000-623 LOMC Membership Dues/Training		E 101-41000-628 Donation Reimbursements		E 101-41000-631 City Specials Interest	E 101-41000-635 Miscellaneous Income/Expense	E 101-41000-637 Bank Fees/Penalties	E 101-41000-663 Transfer In/Out - EB	E 101-41000-665 Glyndon Days/Ice Cr Social	E 101-42000-100 Salaries		E 101-42000-103 Part-Time Employees	E 101-42000-106 Stipend Pay	E 101-42000-121 PERA	E 101-42000-122 FICA	E 101-42000-130 Employer Paid Premium Health	E 101-42000-135 Employer Paid Health Savings	E 101-42000-136 Employer Paid Dental Coverage		E 101-42000-200 Office Supplies		E 101-42000-207 Computer Technology	E 101-42000-208 General Training					101-42000-319	101-42000-320	E 101-42000-321 Telephone			E 101-42000-490 Community Outreach Donations	E 101-42000-512 Misc Income/Expense	E 101-42000-550 Motor Vehicles	E 101-42000-627 Police Dept Escrow - RO	E 101-43000-210 Operating Supplies	E 101-43000-220 Repair/Maintenance Supplies	E 101-43000-227 Utility Maintenance Supplies	E 101-43000-280 Community Center Enforcement	E 101-43000-321 Telephone	E 101-43000-381 Xcel-Electric/Gas Bill

2022 Amt Comment	\$624.00 Use Escrow Funds if Needed		\$0.00 Safety Equip/Training	\$9,883.11 Merged 220/221	\$18,153.68 Repairs/Wash/Tires-1/2 1/4 1/4	\$6,240.69 Mowers/Plow/Tractor	\$1,206.71 Spraying weeds ourselves	\$2,811.00 Mosquito Spray/Aerial-RO	\$3,600.00 Trees-RO	\$15,181.98 Class 5/Pot Hole Filler/Sweeping Streets	\$1,964.05 Howers/Landscaping	\$63,042.00 Seal Coat-RO	\$17,813.25 Snow/Permits/Sign/Banners	\$742.30 Telephone - Office	\$96.25 Tabs - some every other year 2022	\$0.00 Snow Pusher - Loader Below	\$3,873.61 Repair/Maintaining/Wood Chips	\$11,640.00 Replacing Equipment (Swing) - RO	\$49,934.00 L85 Bobcat Loader (\$89,598.32)	\$24,000.00 EB Uses	\$1,418.00 EB Uses	\$4,352.00 4 Lots Left/Need Road/Water & Sewer	\$0.00 EB Uses	\$1,153,656.64		\$53,802.83 33%Clerk/50%Supervisor		•	\$3,838.90 No more Stipend	\$7,468.63 PERA 7.5%	\$8,528.91 FICA 7.65%		\$5,875.00 HS Bremer \$3000 (4) 1/2 water	\$0.00 \$29.10 x 3 - 1/2 Water	\$753.47 Billing Paper/Envelopes	\$520.89 \$400 each-(2) 1/2 Water-W & H \$100 - Shirts	\$1,649.04 702 IT Bill / Server-1/3 1/3 1/3	\$0.00 Training/Mileage/Food/Motel	\$0.00 Safety Equip/Training	\$10,843.05 Merged 220/221	\$0.00 Repairs/Wash/Tires 1/2 1/4 1/4	\$4,679.98 Gas	\$10,846.35 Hawkins/Hach	_
2023 YTD Amt	\$430.00	\$21.49	\$0.00	\$1,653.49	\$6,677.65	\$6,102.14	\$0.00	\$48.99	\$2,400.00	\$5,636.46	\$1,219.94	\$0.00	\$2,450.00	\$417.43	\$0.00	\$3,150.00	\$931.24	\$0.00	\$0.00	\$0.00	\$0.00	\$2,176.00	\$0.00	\$665,440.57		\$31,776.55	\$28,247.40	\$0.00	\$1,249.39	\$4,388.75	\$4,687.72	\$6,506.24	\$2,875.00	\$189.15	\$557.88	\$247.57	\$2,442.96	\$169.50	\$0.00	\$2,003.12	\$632.19	\$1,884.04	\$6,462.56	00'0\$
2023 Budget	\$0.00	\$150.00	\$0.00	\$9,000.00	\$6,000.00	\$5,600.00	\$4,200.00	\$7,000.00	\$2,600.00	\$14,000.00	\$2,000.00	\$16,000.00	\$5,200.00	\$870.00	\$0.00	\$13,500.00	\$6,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00	\$4,500.00	\$0.00	\$1,110,584.00		\$57,700.00	\$57,000.00	\$1,500.00	\$4,120.00	\$8,400.00	\$9,300.00	\$13,778.00	\$6,000.00	\$525.00	\$600.00	\$500.00	\$2,900.00	\$1,000.00	\$0.00	\$10,000.00	\$3,000.00	\$5,000.00	\$12,000.00	\$0.00
Account Descr	E 101-43000-401 Repairs/Maintenance Buildings	E 101-47000-200 Office Supplies	E 101-47000-209 Safety Equipment/Training	E 101-47000-210 Operating Supplies		E 101-47000-212 Motor Fuels		E 101-47000-218 Mosquito Spraying - RO		E 101-47000-224 Street Maintenance Materials				E 101-47000-321 Telephone	E 101-47000-550 Motor Vehicles		E 101-47000-633 Parks - Yearly Repairs	E 101-47000-636 Park Equipment - RO	E 101-47000-651 Equipment Purchases	E 101-51000-601 Debt Srv Bond Principal - EB	E 101-51000-611 Debt Srv Bond Interest	E 101-51000-671 Stockwood Sp Assessment Expen	E 101-61000-651 Equipment Purchases	101 GENERAL FUND	201 WATER FUND	E 201-44000-100 Salaries	E 201-44000-101 Full-Time Hourly	E 201-44000-102 Full-Time Hourly/Overtime	E 201-44000-106 Stipend Pay	E 201-44000-121 PERA	E 201-44000-122 FICA						E 201-44000-207 Computer Technology	E 201-44000-208 General Training	E 201-44000-209 Safety Equipment/Training		E 201-44000-211 Vehicle Repair/Maintenance	E 201-44000-212 Motor Fuels	E 201-44000-216 Chemicals and Chem Products	E 201-44000-220 Repair/Maintenance Supplies

Ymt Comment	.23 Water Testing/Hydrant Repairs				.18 Elec/Gas	-	\$0.00 Hydrants/Parts	.17 New Meters/\$2500.00 Support	.00 EB Uses	.75 BNSF Lease Under Tracks	.89 Pd Off-Generator Water Treatment Plant	\$0.00 Every 10 Yrs 2015 (2025)	\$0.00 If Vehicle is Purchased 1/2 Water	\$0.00 Inactive was 2014B WT Interest	.67 Software Support	\$0.00 EB	.00 Tower Maint - 2025 - RO	\$0.00 Inactive was 2014B WT Principle	\$0.00 EB Uses	-\$0.22 Pd Off - 2002 PFA Bond dw01		.00 2018 PFA Looping Interest dw02	\$0.00 2018 PFA Looping dw02	\$0.00 2021A Refund Principle WT					25 33%Clerk/50%Supervisor		•	90 No Stipend Pay	34 PERA 7.5%	44 FICA 7.65%	.46 \$765.44-1/2 Sewer (3) Andy, Ty, Heather	.00 HS Bremer \$3000-(4)1/2 Sewer	\$0.00 \$29.10 mo x 3 - 1/2 Sewer	76 Billing Paper/Envelopes	i.91 \$400ea-(2)1/2 Sewer-W & H \$100 - Shirts	.08 702 IT Bill / Server 1/3 1/3 1/3	\$0.00 New 2021 Training/Mileage/Food/Motel	\$0.00 Safety Equip/Training	88 Merged 220/227	\$0.00 Repairs/Wash/Tires 1/2 1/4 1/4
2023 YTD Amt 2022 Amt	\$35,733.04 \$85,721.23	\$387.59 \$751.19	\$905.45 \$2,145.95	\$391.25	\$6,738.15 \$11,717.18	\$267.79 \$11,549.96	\$0.00	\$12,375.49 \$11,651.17	\$0.00 \$116,868.00	\$645.43 \$586.75	\$6,543.89 \$563.89			\$0.00	\$1,036.67 \$1,144.67		\$0.00 \$3,500.00	\$0.00	\$0.00	\$0.00	\$0.00 \$1,286.88	\$930.00 \$990.00	\$6,000.00 \$0		\$0.00 \$5,000.00	\$12,649.00 \$17,054.88	\$250,923.77 \$446,396.54		\$31,819.43 \$53,872.25		\$0.00 \$284.73	\$1,249.39 \$3,838.90	\$4,391.88 \$7,474.34	\$4,690.71 \$8,533.44	\$6,506.24 \$13,215.46	\$2,875.00 \$5,875.00	\$189.15 \$0	\$444.45 \$431.76	\$247.57 \$520.91	\$2,442.97 \$1,649.08	\$137.50 \$0	\$0.00	\$145.87 \$5,622.88	0\$ 96.606\$
2023 Budget YT	\$30,000.00 \$35,7	\$700.00 \$3	\$2,300.00 \$5			\$4,000.00 \$2	\$0.00	\$8,000.00 \$12,3			\$6,543.89 \$6,5	\$0.00	\$0.00	\$0.00	\$1,300.00 \$1,0	\$0.00	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ 00.086\$	\$6,000.00 \$6,0	\$72,000.00 \$72,0		\$16,323.00 \$12,6	\$360,065.89 \$250,9		\$57,700.00 \$31,8		\$1,500.00				\$13,778.00 \$6,5		\$525.00 \$1	\$200.00 \$	\$500.00 \$2	\$2,900.00 \$2,	\$1,000.00	\$0.00		\$3,000.00 \$5
Account Descr	E 201-44000-300 Professional Services	E 201-44000-319 Cell Phone	E 201-44000-322 Postage		E 201-44000-381 Xcel-Electric/Gas Bill	E 201-44000-401 Repairs/Maintenance Buildings		E 201-44000-403 Water & Yard Meters		E 201-44000-411 Land Rental	E 201-44000-415 Generator Lease - Water Dept	201-44000-417			E 201-44000-624 BANYON	E 201-44000-635 Miscellaneous Income/Expense	E 201-44000-640 Tower Const & Maintenance	E 201-44000-641 2021A Bond Payment (2014B)	E 201-44000-663 Transfer In/Out - EB	E 201-58000-601 Debt Srv Bond Principal - EB	E 201-58000-611 Debt Srv Bond Interest	E 201-66000-611 Debt Srv Bond Interest	E 201-66000-690 Water Looping Project	E 201-68000-601 Debt Srv Bond Principal - EB	E 201-68000-606 Issuance Expenses for Bonds	E 201-68000-611 Debt Srv Bond Interest	201 WATER FUND	301 SEWER FUND	E 301-44000-100 Salaries	E 301-44000-101 Full-Time Hourly	E 301-44000-102 Full-Time Hourly/Overtime	E 301-44000-106 Stipend Pay	E 301-44000-121 PERA	E 301-44000-122 FICA	E 301-44000-130 Employer Paid Premium Health	301-44000-135	E 301-44000-136 Employer Paid Dental Coverage		E 301-44000-201 Uniforms	E 301-44000-207 Computer Technology	E 301-44000-208 General Training	E 301-44000-209 Safety Equipment/Training		E 301-44000-211 Vehicle Repair/Maintenance

													>																														
Comment	Gas	BlueBook USA Invoices	RMB Testing/Lift Station/Beavers	Reimburse Employees\$45.00/Mifi \$120 yr	Billing Stamps	Training-Delete combined in 208	Lift Stations - Xcel	Lift Staions - RRVC	Fencing at Ponds	EB Uses	Equipment Rental/Ditching/Ponds	BNSF Lease Underground	Project #51 & #82 - Ditch 68 & East Tributary	If Vehicle is Purchased - 1/2 Sewer	Software Support	L85 Bobcat Loader (89,598.32)	EB Uses	2010B PFA cw02	2010B PFA Interest cw02	2019A Bond-Add 15,003-New			County Reimburses the City	No - Does not make enough	County Reimburses the City	_	Garbage/Recycling/Compost Hauling	Clean-up Week	City of Moorhead Invoices	EB Uses	L85 Bobcat Loader (\$89,598.32)			Fire & Rescue Payroll	FICA 7.65%	Fire Relief Association 2020	Race Park Hours	Fire	Uniforms	Training Reimbursement-Brock	Fire	Fire	Fire
2022 Amt	\$4,680.12	\$1,264.88	\$52,300.45	\$751.31	\$2,030.00	\$0.00	\$7,745.74	\$4,685.37	\$0.00	\$71,623.00	\$0.00	\$9,736.48	\$4,030.42	\$0.00	\$1,144.67	\$0.00	\$0.00	\$0.00	\$5,309.24	\$0.00	\$320,178.18		\$3.829.54	\$0.00	\$292.90	\$42.25	\$155,050.21	\$11,703.70	\$4,118.58	\$2,388.00	\$6,171.53	\$183,596.71		\$11,007.50	\$949.97	\$22,516.90	\$1,410.00	\$254.40	\$10,356.90	\$1,715.00	\$1,000.00	\$3,229.80	\$2,161.01
2023 YTD Amt	\$1,884.13	\$2,922.18	\$6,869.45	\$387.41	\$900.00	\$391.28	\$2,467.18	\$2,074.90	\$0.00	\$0.00	\$0.00	\$10,572.38	\$5,815.20	\$0.00	\$1,036.67	\$0.00	\$0.00	\$54,000.00	\$4,933.18	\$0.00	\$178,551.48		\$1,880.55	\$0.00	\$143.86	\$236.77	\$89,412.86	\$11,145.85	\$1,167.72	\$0.00	\$0.00	\$103,987.61		\$0.00	\$0.00	\$23,437.87	\$0.00	\$202.59	\$2,984.43	\$5,926.00	\$686.96	\$1,662.50	\$1,086.29
2023 Budget	\$5,000.00	\$3,800.00	\$20,000.00	\$700.00	\$2,200.00	\$900.00	\$10,000.00	\$6,000.00	\$0.00	\$0.00	\$0.00	\$10,711.00	\$11,601.00	\$0.00	\$1,300.00	\$0.00	\$0.00	\$54,000.00	\$4,933.00	\$0.00	\$303,368.00		\$4,350.00	\$330.00	\$335.00	\$300.00	\$157,000.00	\$13,000.00	\$4,200.00	\$0.00	\$0.00	\$179,515.00		\$12,450.00	\$1,100.00	\$21,200.00	\$2,160.00	\$1,000.00	\$10,150.00	\$2,500.00	\$2,600.00	\$7,000.00	\$1,600.00
Account Descr	E 301-44000-212 Motor Fuels	E 301-44000-216 Chemicals and Chem Products	E 301-44000-300 Professional Services	E 301-44000-319 Cell Phone	E 301-44000-322 Postage	E 301-44000-331 Travel/Mileage Expense	E 301-44000-381 Xcel-Electric/Gas Bill	E 301-44000-383 Red River Co-Op	E 301-44000-401 Repairs/Maintenance Buildings	E 301-44000-405 Depreciation (GENERAL)	E 301-44000-410 Rentals (GENERAL)	E 301-44000-411 Land Rental	E 301-44000-510 Water Shed District-BRRWD	E 301-44000-550 Motor Vehicles	E 301-44000-624 BANYON	E 301-44000-651 Equipment Purchases	E 301-44000-663 Transfer In/Out - EB	E 301-56000-601 Debt Srv Bond Principal - EB	E 301-56000-611 Debt Srv Bond Interest	E 301-67000-601 Debt Srv Bond Principal - EB	301 SEWER FUND	401 GARBAGE & RECYCLING FUND	E 401-41000-103 Part-Time Employees	E 401-41000-121 PERA	E 401-41000-122 FICA	E 401-41000-210 Operating Supplies	E 401-41000-384 Refuse/Garbage Disposal	E 401-41000-385 Clean Up Week	E 401-41000-386 Compost - City of Moorhead	E 401-41000-635 Miscellaneous Income/Expense	E 401-41000-651 Equipment Purchases	401 GARBAGE & RECYCLING FUND	501 FIRE & RESCUE FUND	E 501-45000-110 Other Pay (GENERAL)	E 501-45000-122 FICA		E 501-45000-153 Charges for Standby Services	501-45000-200	E 501-45000-201 Uniforms	E 501-45000-206 State Training (Refunded Cost)		E 501-45000-211 Vehicle Repair/Maintenance	E 501-45000-212 Motor Fuels

	SCBA Testing/Air Quality Materials		adio	Sanford Rent-\$500 @ month				bilover	5,000 Crystal Sugar Donation/Helmets	1 Help												EB Uses-418 2nd St Purchase	22	Bayer/Monsanto TIF - 2025	22	2014A Bond/StkWd/2004 Bond/Equip/C Hall/St	2014A Interest/Northland Trust		2017A Interest Southview	2017A Southview Bond - Kelly Richards		2019A Interest Parke Ave		2019A Parke Ave Bond			2016A Bond Tax Abatement (paid)			MN DOT Aid-RO-Parke/Hww 10	77 - Zai Rej 1104 - 20	
Comment	SCBA Test		ARMER Radio		Fire	Fire	E E	Escrow Rollover			Rescue	Rescue	Rescue	Rescue	Rescue	Rescue	Rescue	Rescue	Rescue	ı					_						EB Uses		EB Uses		ž.		2016A Bo			MN DOT		
2022 Amt	\$1,791.47	\$1,259.54	\$0.00	\$13,060.86	\$1,143.50	\$0.00	\$8,324.31	\$0.00	\$0.00	\$900.00	\$0.00	\$522.00	\$0.00	\$141.51	\$1,041.52	\$0.00	\$0.00	\$0.00	\$2,483.91	\$85,270.10		\$0.00	\$0.00	\$49,160.92	\$0.00	\$195,000.00	\$19,087.50	\$0.00	\$84,863.76	\$140,000.00	\$70,000.00	\$123,275.02	\$0.00	\$58,183.84	\$739,571.04		-\$0.50	-\$0.50		420.185.50	\$20,185.50	
2023 YTD Amt	\$901.81	\$722.17	\$245.00	\$1,062.97	\$1,036.50	\$0.00	\$3,153.98	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$599.13	\$0.00	\$0.00	\$0.00	\$864.46	\$44,572.66		\$0.00	\$0.00	\$0.00	\$0.00	\$180,000.00	\$13,950.00	\$0.00	\$81,568.76	\$140,000.00	\$0.00	\$121,775.02	\$0.00	\$80,000.00	\$617,293.78		\$25,573.75	\$25,573.75		\$0 00	\$0.00	
2023 Budget	\$1,400.00	\$1,400.00	\$1,000.00	\$6,000.00	\$1,875.00	\$400.00	\$6,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$400.00	\$1,800.00	\$1,600.00	\$900.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$86,935.00		\$0.00	\$0.00	\$50,000.00	\$0.00	\$180,000.00	\$16,650.00	\$0.00	\$82,969.00	\$140,000.00	\$0.00	\$122,575.00	\$0.00	\$80,000.00	\$672,194.00		\$26,585.00	\$26,585.00		\$10.000.00	\$10,000.00	
Account Descr	E 501-45000-300 Professional Services	E 501-45000-321 Telephone	E 501-45000-323 Radio Units	501-45000-401	E 501-45000-433 Dues and Subscriptions	E 501-45000-435 Books and Pamphlets	E 501-45000-580 Other Equipment	E 501-45000-626 Fire Dept Escrow - RO	E 501-45000-635 Miscellaneous Income/Expense	E 501-45000-638 Mutual Aid Reimbursement	E 501-46000-200 Office Supplies	E 501-46000-201 Uniforms	E 501-46000-208 General Training	E 501-46000-211 Vehicle Repair/Maintenance	E 501-46000-212 Motor Fuels	E 501-46000-300 Professional Services	E 501-46000-323 Radio Units	E 501-46000-433 Dues and Subscriptions	E 501-46000-580 Other Equipment	501 FIRE & RESCUE FUND	601 PROJECTS FUND - BONDS	E 601-41000-635 Miscellaneous Income/Expense	E 601-54000-601 Debt Sry Bond Principal - EB		E 601-55500-666 Township Payments	E 601-61000-601 Debt Srv Bond Principal - EB	E 601-61000-611 Debt Srv Bond Interest	E 601-61100-601 Debt Srv Bond Principal - EB	E 601-65000-611 Debt Srv Bond Interest	E 601-65000-680 2017A Bond Southview Addition	E 601-67000-601 Debt Srv Bond Principal - EB	E 601-67000-611 Debt Srv Bond Interest	E 601-67000-663 Transfer In/Out - EB	E 601-67000-700 2019A Parke Avenue	601 PROJECTS FUND - BONDS	603 TAX ABATEMENT NOTE FUND 2016A	E 603-63000-500 Capital Outlay (GENERAL)	603 TAX ABATEMENT NOTE FUND 2016A	801 MN DOT RD REPAIR-RECONST ASST	E 801-41000-664 Bridge/Street Repair - RO	801 MN DOT RD REPAIR-RECONST ASST	

2023 2023

Account Descr

Revenue Budget WorksheetBDS/Current

July 2023

2022 Amt Comment		9 General Property Taxes/Levy	9 Stockwood Specials Pd/Selling Lots	8 Deling Gen Prop Taxes	0 Burning/ATV/Snowmobile/Parking Fines	0 Hill & Morty's Liquor License	2 50% Goes to Building Inspector			0 Fuchs 418 2nd St/Lugo Abatement		0 PERA Aid/Am Rescue COVID	0 LGA Funds	0 Any Land Changes - Plat/Zone/Split	0 Glyndon Days Donations	1 Copies/Misc	7 Northwestern Bank	0 Water Tower Lease-School/NO Midco	7 Xcel/Midco/RRVC	0 Garbage Transfer/Restricted Savings Transfer		0 LOMC if we have a claim	0 Petro Dividend Ck/Southview Parcel	0	0 Legal Fees Reimbursement	0	3 MN Police Aid Granted	7 Training Reimburse - RO	0 ASP of Moorhead is doing	6 Merged 35104/35201	0 Copies of Reports	0	0 BNSF/Randall's	9 Picnic/ShopCop-RO	5 TZD Reimbursement	0 Transfer to Restricted - Auction	0 ASP of Moorhead	0 Comm Center Private Rentals	0 Comm Center	4 Mosquitoe fee-ROLLOVER	0 Clay Cty Street Repair Reimbursement	
2022 Am		\$301,187.79	\$112,909.59	\$9,743.38	\$1,055.00	\$5,210.00	\$14,148.72	\$1,713.18	\$518.00	\$25,000.00	\$0.00	\$75,235.00	\$412,432.00	\$0.00	\$3,262.00	\$73.81	\$1,246.87	\$1,650.00	\$15,909.07	\$0.00	\$6,272.00	\$0.00	\$8,427.30	\$0.00	\$0.00	\$0.00	\$38,396.33	\$4,059.27	\$280.00	\$24,378.06	\$60.00	\$0.00	\$16,933.00	\$5,867.19	\$1,409.65	\$0.00	\$0.00	\$3,090.00	\$0.00	\$13,554.14	\$7,607.00	\$2,594.00
2023 YTD Amt		\$3,681.23	\$0.00	\$2,439.20	\$595.00	\$3,000.00	\$6,278.60	\$1,040.55	\$210.00	\$0.00	\$0.00	\$0.00	\$208,369.00	\$200.00	\$2,250.00	\$24.22	\$1,176.19	\$0.00	\$8,177.47	\$0.00	\$0.00	\$0.00	-\$3,584.93	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,290.23	\$22.50	\$0.00	\$0.00	\$1,700.00	\$2,223.13	\$0.00	\$0.00	\$1,965.00	\$0.00	\$4,479.70	\$7,887.66	\$1,555.55
2023 Budget		\$307,700.00	\$108,500.00	\$5,000.00	\$700.00	\$4,600.00	\$12,000.00	\$1,600.00	\$400.00	\$35,664.55	\$0.00	\$0.00	\$416,738.00	\$200.00	\$1,500.00	\$75.00	\$300.00	\$550.00	\$16,000.00	\$0.00	\$0.00	\$0.00	\$150.00	\$0.00	\$0.00	\$0.00	\$34,000.00	\$5,000.00	\$0.00	\$25,000.00	\$50.00	\$0.00	\$0.00	\$200.00	\$3,000.00	\$0.00	\$300.00	\$2,000.00	\$0.00	\$7,000.00	\$5,000.00	\$2,600.00
Account Descr	101 GENERAL FUND	R 101-41000-31000 General Property Taxes	R 101-41000-31005 Stockwood Revenue	R 101-41000-31020 Delinquent Taxes	R 101-41000-32000 Tickets / Permits / License	R 101-41000-32110 Liquor License/Permit	R 101-41000-32210 Building Permits	R 101-41000-32215 Building Permit State Surc	R 101-41000-32240 Animal Licenses	R 101-41000-32270 Abatement Revenue						R 101-41000-36200 Miscellaneous Revenues		R 101-41000-36220 Other Rents and Royalties	R 101-41000-36225 Franchise Fees	R 101-41000-39203 Transfer from Other Fund	R 101-41000-46000 LOMC Insurance Dividend	R 101-41000-50000 Insurance Reimbursement	R 101-41000-50102 Misc Income/Expense	R 101-41000-50600 Repair Reimbursements	R 101-41000-50700 Project Reimbursement	R 101-41000-50800 Transfer In/Out - EB	R 101-42000-33400 State Grants & Aids				R 101-42000-35202 Reports/Permits	R 101-42000-39203 Transfer from Other Fund				R 101-42000-50102 Misc Income/Expense		R 101-43000-34101 Building Rental Revenue	R 101-43000-39203 Transfer from Other Fund	R 101-47000-32150 Mosquito Fee - RO	R 101-47000-33610 County Grants/Aid for Hw	R 101-47000-35204 Forestry Fee - RO

2022 Amt Comment	Mowing Charges	Pymt for Vehicle Damage						Refunding Water Tower 2021A		2018A PFA (UB) RO-from 201-44000-37100	Transfer to 2002A / 2018 PFA / 2019A	Utility Bill	Utility Bill	2018A PFA Water Looping	DELETE-2014B Water Tower	Bulk Water Sales	New Meters Purchased	Resident's NSF	Transfer to Water Sales - 201-44000-37100	Pd Off-2002A Bond-from 201-44000-37100	EB Entry	2019A Parke Ave - from 201-44000-37100	2021A Refund Water Tower			Utility Pump Station Fee			Utility Bill Sewer Penalty	Utility Bill Storm Water	Restricted Savings Acct	1998 Sewer Cty Coded S-550120	Bond 2010B Cty Coded 55001-2012	Transfer to pay 2010B Bond	Buffalo Watershed Ditch 68	EB Entry	Transfer to pay 2019A Bond			Staff Wage/Recycle Reimburse		
2022 Amt	\$75.00	\$1,577.55	\$0.00	\$0.00	\$26,149.00	\$1,142,023.90		\$0.00	\$0.00	\$0.00	\$220,531.90	\$100.00	\$1,575.24	\$7,802.40	\$0.00	\$85.00	\$3,710.00	\$124.80	-\$0.37	\$55,358.00	\$0.00	\$0.00	\$100,044.16	\$389,331.13		\$34,245.52	\$232,308.65	\$1,300.00	\$1,462.07	\$48,157.68	\$0.00	\$0.00	\$30,724.73	\$17,972.00	\$0.00	\$0.00	\$15,003.00	\$381,173.65		\$23,534.50	\$9,598.54	\$106,824.04
2023 YTD Amt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$268,980.30		\$0.00	\$0.00	\$0.00	\$172,384.36	\$0.00	\$1,046.92	\$4,648.49	\$0.00	\$709.00	\$2,315.00	\$90.20	-\$6,873.00	\$0.00	\$0.00	\$0.00	\$58,517.41	\$232,838.38		\$19,982.67	\$138,437.27	\$400.00	\$893.25	\$25,508.73	\$0.00	\$0.00	\$693.04	\$0.00	\$0.00	\$0.00	\$0.00	\$185,914.96		\$7,279.34	\$6,879.61	\$63,043.19
2023 Budget	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$996,127.55		\$0.00	\$0.00	\$18,000.00	\$240,000.00	\$100.00	\$1,500.00	\$7,300.00	\$0.00	\$0.00	\$3,000.00	\$100.00	\$6,000.00	\$0.00	\$0.00	\$22,807.00	\$100,000.00	\$398,807.00		\$34,500.00	\$211,160.00	\$1,500.00	\$1,400.00	\$40,540.00	\$0.00	\$0.00	\$41,549.00	\$17,384.00	\$0.00	\$0.00	\$14,478.00	\$362,511.00		\$22,000.00	\$13,000.00	\$106,500.00
Account Descr	R 101-47000-36200 Miscellaneous Revenues	R 101-47000-36201 Vehicle Insurance Rev	R 101-47000-39203 Transfer from Other Fund	R 101-47000-48000 Vehicle Escrow Maint Dept	R 101-51000-31000 General Property Taxes	101 GENERAL FUND	201 WATER FUND	R 201-44000-31010 Refunding Proceeds	R 201-44000-33400 State Grants & Aids	R 201-44000-37000 PFA System Replacement	R 201-44000-37100 Water Sales	R 201-44000-37150 Water Connect/Reconnect	R 201-44000-37160 Water Penalty		R 201-44000-37163 Water Tower User Fee			R 201-44000-50104 NSF Charge	R 201-44000-99999 Undistributed Receipts	R 201-58000-37100 Water Sales	R 201-67000-36230 Contributions and Donatio	R 201-67000-37100 Water Sales	R 201-68000-37163 Water Tower User Fee	201 WATER FUND	301 SEWER FUND	R 301-44000-34408 Other Sanitation Charges	R 301-44000-37200 Sewer Sales	R 301-44000-37250 Sewer Connect/Reconnect	R 301-44000-37260 Sewer Penalty		R 301-44000-39203 Transfer from Other Fund	R 301-53000-36100 Special Assessments	R 301-56000-36100 Special Assessments			R 301-67000-36230 Contributions and Donatio	R 301-67000-37200 Sewer Sales	301 SEWER FUND	401 GARBAGE & RECYCLING FUND	R 401-41000-33620 Other County Grants/Aid	R 401-41000-34403 Clean-up Week Charges	R 401-41000-37310 Residential Charge for Gar

																															Áŧ											
Comment		Transfer to General Fund			Fire Dept		Fire Pension 2020 Contribution	SBR Reimbursement State			Sanford Building Rental - \$500 @ month	Helping Dept from other towns	•	June Payment	December Payment	Restricted Savings	Crystal Sugar Donation	Materials Used on Calls	Rescue	Rescue	ARPA Funds from County-RO	Rescue			418 2nd Street Purchase back from County			2014A/Lyndon,Lund,9 Reconst Coded 550161-16		2017A Southview Addition	Levy 2019A-Parke Ave/Transfer Funds/Extra Murray	Parke Ave Assessments 2019A	Parke Ave 2019				Funds from Utility Bill				Lew 2016A - Tax Abatement (paid)	בראל ברגיטו ומע הממניויניוי (מיים)
2022 Amt	\$54,871.61	\$0.00	\$194,828.69		\$15,357.40	\$0.00	\$22,516.90	\$0.00	\$4,315.00	\$2,160.00	\$5,500.00	\$2,100.00	\$1,715.00	\$13,864.00	\$13,864.00	\$0.00	\$0.00	\$0.00	\$10,238.27	\$0.00	\$0.00	\$0.00	\$91,630.57		\$42,490.47	\$54,623.24	\$206,519.05	\$34,968.81	\$0.00	\$250,734.73	\$0.00	\$180,111.26	\$69.93	\$0.00	\$769,517.49		\$0.00	\$0.00		00 U\$	-\$1.00)
2023 YTD Amt	\$31,879.68	\$0.00	\$109,081.82		\$301.79	\$0.00	\$23,437.87	\$0.00	\$2,662.20	\$75.00	\$3,500.00	\$0.00	\$4,600.00	\$14,140.00	\$0.00	\$0.00	\$10,000.00	\$5.00	\$201.19	\$0.00	\$0.00	\$0.00	\$58,923.05		\$0.00	\$0.00	\$4,565.84	\$0.00	\$0.00	\$10,237.38	\$0.00	\$2,463.66	\$0.00	\$0.00	\$17,266.88		\$15,631.06	\$15,631.06		00 U\$	\$0.00)) }
2023 Budget	\$54,800.00	\$0.00	\$196,300.00		\$15,000.00	\$0.00	\$21,200.00	\$0.00	\$4,000.00	\$2,160.00	\$6,000.00	\$0.00	\$2,500.00	\$14,140.00	\$14,140.00	\$0.00	\$0.00	\$0.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$89,140.00		\$0.00	\$54,500.00	\$152,200.00	\$42,158.00	\$0.00	\$237,597.00	\$89,020.00	\$124,649.00	\$0.00	\$0.00	\$700,124.00		\$39,931.20	\$39,931.20		00 U\$	\$26,585.00	
Account Descr	R 401-41000-37311 Commercial Charge for Ga	R 401-41000-39203 Transfer from Other Fund	401 GARBAGE & RECYCLING FUND	501 FIRE & RESCUE FUND	R 501-45000-31000 General Property Taxes	R 501-45000-33100 General Grants & Aids	R 501-45000-33300 Fire Relief Association Fun	R 501-45000-33400 State Grants & Aids	R 501-45000-34000 Charges for Services	R 501-45000-34002 Charges for Standby Servi	R 501-45000-34101 Building Rental Revenue	R 501-45000-34202 Mutual Aid Services	R 501-45000-34205 State Training Reimburse	R 501-45000-34207 Township Contract 1st Hal	R 501-45000-34208 Township Contract 2nd H	R 501-45000-39203 Transfer from Other Fund	R 501-45000-45000 Donations	R 501-45000-50102 Misc Income/Expense	R 501-46000-31000 General Property Taxes	R 501-46000-33400 State Grants & Aids	R 501-46000-36230 Contributions and Donatio	R 501-46000-50102 Misc Income/Expense	501 FIRE & RESCUE FUND	601 PROJECTS FUND - BONDS	R 601-41000-50102 Misc Income/Expense	R 601-55500-31050 Tax Increments	R 601-61000-31000 General Property Taxes	R 601-61000-36100 Special Assessments	R 601-61000-50800 Transfer In/Out - EB	R 601-65000-36700 Southview Addition 2017A	R 601-67000-31000 General Property Taxes	R 601-67000-36100 Special Assessments	R 601-67000-36210 Interest Earnings	R 601-67000-36900 Parke Ave Project 2019A	601 PROJECTS FUND - BONDS	602 CAPITAL PROJECTS	R 602-64000-50900 Capital Projects	602 CAPITAL PROJECTS	603 TAX ABATEMENT NOTE FUND 2016A	R 603-51000-50800 Transfer In/Out - FB	R 603-63000-31000 General Property Taxes	

	2022 Amt Comment			State Aid for Street Maintenance - RO	\$0.00	ı
	2022 Amt	-\$1.00		\$0.00	\$0.00	\$2,968,504.43
2023	YTD Amt	\$0.00		\$0.00	\$0.00	\$888,636.45
2023	Budget	\$26,585.00		\$10,000.00	\$10,000.00	\$2,819,525.75 \$888,636.45
	Account Descr	603 TAX ABATEMENT NOTE FUND 2016A	801 MN DOT RD REPAIR-RECONST ASST	R 801-41000-33400 State Grants & Aids	801 MN DOT RD REPAIR-RECONST ASST	

Expenditure Budget Worksheet 2 - 2024

יייסט און (מוסט) נאסט 2022 Amt Comment		\$22.89 Maintenance Dept	\$0.00 Safety Equip/Training	11 Merged 220/221	68 Repairs/Wash/Tires-1/2 1/4 1/4	69 Mowers/Plow/Tractor	71 Spraying weeds ourselves	.00 Mosquito Spray/Aerial-RO	.00 Trees-RO	98 Class 5/Pot Hole Filler/Sweeping Streets	.05 Flowers/Landscaping	00 Seal Coat-RO	25 Snow/Permits/Sign/Banners	\$742.30 Telephone - Office	\$96.25 Tabs - some every other year 2022	\$0.00 Snow Pusher - Loader Below	.61 Repair/Maintaining/Wood Chips	.00 Replacing Equipment (Swing) - RO	.00 L85 Bobcat Loader (\$89,598.32)	.52
2022 A		\$22	\$0	\$9,883.11	\$18,153.68	\$6,240.69	\$1,206.71	\$2,811.00	\$3,600.00	\$15,181.98	\$1,964.05	\$63,042.00	\$17,813.25	\$742	96\$	0\$	\$3,873.61	\$11,640.00	\$49,934.00	\$206,205.52
2023 YTD Amt		\$21.49	\$0.00	\$1,653.49	\$6,677.65	\$6,102.14	\$0.00	\$48.99	\$2,400.00	\$5,636.46	\$1,219.94	\$0.00	\$2,450.00	\$417.43	\$0.00	\$3,150.00	\$931.24	\$0.00	\$0.00	\$30,708.83
2023 Budget		\$150.00	\$0.00	\$9,000.00	\$6,000.00	\$5,600.00	\$4,200.00	\$7,000.00	\$2,600.00	\$14,000.00	\$2,000.00	\$16,000.00	\$5,200.00	\$870.00	\$0.00	\$13,500.00	\$6,000.00	\$15,000.00	\$0.00	\$107,120.00
2024 Budget		\$150.00	\$1,000.00	\$8,000.00	\$9,000.00	\$8,000.00	\$3,000.00	\$3,000.00	\$7,000.00	\$17,000.00	\$2,000.00	\$16,000.00	\$5,200.00	\$870.00	\$100.00	\$13,500.00	\$6,000.00	\$15,000.00	\$0.00	\$114,820.00
Account Descr	101 GENERAL FUND	E 101-47000-200 Office Supplies	E 101-47000-209 Safety Equipment/Training	E 101-47000-210 Operating Supplies	E 101-47000-211 Vehicle Repair/Maintenance	E 101-47000-212 Motor Fuels	E 101-47000-216 Chemicals and Chem Products	E 101-47000-218 Mosquito Spraying - RO	E 101-47000-219 Forestry - RO	E 101-47000-224 Street Maintenance Materials	E 101-47000-225 Landscaping Materials	E 101-47000-228 Street Seal Coating - RO	E 101-47000-300 Professional Services	E 101-47000-321 Telephone	E 101-47000-550 Motor Vehicles	E 101-47000-629 Maintenance Escrow - RO	E 101-47000-633 Parks - Yearly Repairs	E 101-47000-636 Park Equipment - RO	E 101-47000-651 Equipment Purchases	101 GENERAL FUND

\$206,205.52

\$30,708.83

\$107,120.00

\$114,820.00

Expenditure Budget Worksheet 2 - 2024

\$400 each-(2) 1/2 Water-W & H \$100 - Shirts \$765.44-1/2 water (3) Andy, Ty, Heather Pd Off-Generator Water Treatment Plant 50% Maint/45% Admin/Part-time 6,000 Reimburse Employees\$45/Mifi \$120 yr If Vehicle is Purchased 1/2 Water Inactive was 2014B WT Principle Training-Delete combined in 208 Repairs/Wash/Tires 1/2 1/4 1/4 Inactive was 2014B WT Interest HS Bremer \$3000 (4) 1/2 water 702 IT Bill / Server-1/3 1/3 1/3 Water Testing/Hydrant Repairs New Meters/\$2500.00 Support Fraining/Mileage/Food/Motel WTP Isolation Valve in 2022 **BNSF Lease Under Tracks** 553,802.83 33%Clerk/50%Supervisor Every 10 Yrs 2015 (2025) Tower Maint - 2025 - RO Billing Paper/Envelopes Billing Stamps/Samples \$29.10 x 3 - 1/2 Water Safety Equip/Training Software Support No more Stipend Merged 220/221 Hydrants/Parts Hawkins/Hach FICA 7.65% **PERA 7.5%** Ty/Heather 2022 Amt Comment Elec/Gas EB Uses EB Uses Delete \$0.00 \$0.00 \$0.00 \$284.73 \$3,838.90 \$13,215.47 \$5,875.00 \$0.00 \$753.47 \$1,649.04 \$0.00 \$0.00 \$0.00 \$4,679.98 \$10,846.35 \$0.00 \$85,721.23 \$2,145.95 \$0.00 \$11,717.18 \$11,549.96 \$0.00 \$11,651.17 \$0.00 \$1,144.67 \$3,500.00 \$0.00 53,557.76 \$7,468.63 \$8,528.91 \$10,843.05 \$751.19 \$586.75 \$0.00 \$520.89 \$563.89 \$116,868.00 2023 YTD Amt \$387.59 \$391.25 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$35,733.04 \$905.45 \$6,738.15 \$6,543.89 \$0.00 \$0.00 328,247.40 \$1,249.39 \$4,388.75 \$2,875.00 \$557.88 \$2,442.96 \$169.50 \$2,003.12 \$632.19 \$1,884.04 \$6,462.56 \$267.79 \$12,375.49 \$645.43 31,776.55 \$4,687.72 \$6,506.24 \$218.25 \$247.57 \$1,036.67 2023 Budget \$0.00 \$12,000.00 \$0.00 \$8,000.00 \$0.00 \$0.00 \$0.00 57,000.00 \$1,500.00 \$4,120.00 \$8,400.00 \$9,300.00 \$6,000.00 \$525.00 \$600.00 \$500.00 \$2,900.00 \$1,000.00 \$10,000.00 \$3,000.00 \$5,000.00 \$30,000.00 \$2,300.00 \$1,000.00 :13,000.00 \$4,000.00 \$0.00 \$6,543.89 \$0.00 \$1,300.00 \$0.00 57,700.00 \$13,778.00 \$700.00 \$646.00 \$4,000.00 \$700.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 Budget \$0.00 \$600.00 \$3,300.00 \$2,500.00 \$1,000.00 \$10,000.00 \$3,000.00 \$5,000.00 \$12,000.00 \$30,000.00 \$2,300.00 \$13,000.00 \$5,000.00 \$3,500.00 \$8,000.00 \$710.00 \$0.00 \$0.00 \$62,531.75 \$52,302.88 \$1,500.00 \$8,400.00 \$6,000.00 \$525.00 \$600.00 \$1,300.00 \$4,000.00 \$9,300.00 \$13,778.00 E 201-44000-136 Employer Paid Dental Coverage E 201-44000-641 2021A Bond Payment (2014B) E 201-44000-635 Miscellaneous Income/Expense E 201-44000-130 Employer Paid Premium Health E 201-44000-401 Repairs/Maintenance Buildings E 201-44000-216 Chemicals and Chem Products E 201-44000-135 Employer Paid Health Savings E 201-44000-415 Generator Lease - Water Dept E 201-44000-220 Repair/Maintenance Supplies E 201-44000-640 Tower Const & Maintenance E 201-44000-211 Vehicle Repair/Maintenance E 201-44000-209 Safety Equipment/Training E 201-44000-102 Full-Time Hourly/Overtime E 201-44000-331 Travel/Mileage Expense E 201-44000-405 Depreciation (GENERAL) E 201-44000-611 Debt Srv Bond Interest E 201-44000-402 Infrastructure Repairs E 201-44000-207 Computer Technology E 201-44000-403 Water & Yard Meters E 201-44000-300 Professional Services E 201-44000-417 Well Head Certificate E 201-44000-381 Xcel-Electric/Gas Bill E 201-44000-663 Transfer In/Out - EB E 201-44000-210 Operating Supplies E 201-44000-208 General Training E 201-44000-101 Full-Time Hourly E 201-44000-200 Office Supplies E 201-44000-550 Motor Vehicles E 201-44000-212 Motor Fuels E 201-44000-411 Land Rental Stipend Pay E 201-44000-319 Cell Phone E 201-44000-201 Uniforms E 201-44000-624 BANYON E 201-44000-322 Postage E 201-44000-100 Salaries E 201-44000-121 PERA E 201-44000-122 FICA E 201-44000-106 Account Descr 201 WATER FUND

	-
	0)
-	+,
-	0
_	3

	2022 Amt Comment	2.00
	. `	\$422,065.00
2023	YTD Ami	\$159,373.87
2023	Budget	\$264,812.89
2024	Budget	\$260,847.63

\$422,065.00

\$159,373.87

\$264,812.89

\$260,847.63

Account Descr

201 WATER FUND

Expenditure Budget Worksheet 2 - 2024

Project #51 & #82 - Ditch 68 & East Tributary 50% Maint/45% Admin Ass/Part-time 6,000. \$400ea-(2)1/2 Sewer-W & H \$100 - Shirts \$765.44-1/2 Sewer (3) Andy, Ty, Heather Reimburse Employees\$45.00/Mifi \$120 yr New 2021 Training/Mileage/Food/Motel If Vehicle is Purchased - 1/2 Sewer Equipment Rental/Ditching/Ponds RMB Testing/Lift Station/Beavers Training-Delete combined in 208 HS Bremer \$3000-(4)1/2 Sewer Repairs/Wash/Tires 1/2 1/4 1/4 702 IT Bill / Server 1/3 1/3 1/3 L85 Bobcat Loader (89,598.32) $$29.10 \text{ mo} \times 3 - 1/2 \text{ Sewer}$ BNSF Lease Underground 53,872.25 33%Clerk/50%Supervisor Billing Paper/Envelopes BlueBook USA Invoices Safety Equip/Training Lift Staions - RRVC Lift Stations - Xcel Fencing at Ponds Software Support Merged 220/227 No Stipend Pay Billing Stamps FICA 7.65% **PERA 7.5%** Ty/Heather 2022 Amt Comment EB Uses \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$3,838.90 \$5,622.88 \$1,264.88 \$2,030.00 \$0.00 \$0.00 53,557.75 \$284.73 \$7,474.34 \$13,215.46 \$5,875.00 \$431.76 \$1,649.08 \$0.00 \$4,680.12 \$52,300.45 \$7,745.74 \$0.00 \$9,736.48 \$4,030.42 \$1,144.67 \$0.00 \$8,533.44 \$520.91 \$751.31 \$4,685.37 \$71,623.00 \$314,868.94 \$314,868.94 2023 YTD Amt 38,247.40 \$0.00 \$1,249.39 \$6,506.24 \$247.57 \$0.00 \$1,884.13 \$2,922.18 \$6,869.45 \$900.00 \$391.28 \$2,467.18 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$119,647.40 31,819.43 \$4,391.88 \$2,875.00 \$218.25 \$444.45 \$2,442.97 \$137.50 \$145.87 \$909.96 \$387.41 \$2,074.90 \$10,572.38 \$5,815.20 \$1,036.67 \$119,647.40 \$4,690.71 2023 Budget \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$6,000.00 \$3,000.00 \$3,800.00 \$700.00 \$11,601.00 \$1,300.00 \$0.00 \$57,700.00 57,000.00 \$1,500.00 \$4,120.00 \$8,400.00 \$9,300.00 13,778.00 \$6,000.00 \$525.00 \$500.00 \$500.00 \$2,900.00 \$1,000.00 \$5,000.00 \$20,000.00 \$2,200.00 \$900.00 \$10,000.00 \$6,000.00 \$10,711.00 \$244,435.00 \$244,435.00 2024 \$525.00 \$600.00 \$600.00 \$700.00 \$0.00 \$0.00 Budget \$0.00 \$0.00 \$0.00 \$0.00 \$62,531.75 \$52,302.88 \$1,500.00 \$8,400.00 \$13,778.00 \$6,000.00 \$3,300.00 \$2,500.00 \$1,000.00 \$6,000.00 \$3,000.00 \$5,000.00 \$4,000.00 \$20,000.00 \$2,300.00 \$8,000.00 \$5,500.00 \$2,500.00 \$5,000.00 \$11,700.00 \$11,601.00 \$1,300.00 \$248,938.63 \$9,300.00 \$248,938.63 E 301-44000-136 Employer Paid Dental Coverage E 301-44000-130 Employer Paid Premium Health Repairs/Maintenance Buildings E 301-44000-216 Chemicals and Chem Products E 301-44000-135 Employer Paid Health Savings E 301-44000-211 Vehicle Repair/Maintenance E 301-44000-510 Water Shed District-BRRWD E 301-44000-102 Full-Time Hourly/Overtime Safety Equipment/Training E 301-44000-405 Depreciation (GENERAL) E 301-44000-331 Travel/Mileage Expense E 301-44000-207 Computer Technology E 301-44000-651 Equipment Purchases E 301-44000-300 Professional Services E 301-44000-663 Transfer In/Out - EB E 301-44000-381 Xcel-Electric/Gas Bill E 301-44000-210 Operating Supplies E 301-44000-410 Rentals (GENERAL) General Training E 301-44000-101 Full-Time Hourly Red River Co-Op E 301-44000-200 Office Supplies E 301-44000-550 Motor Vehicles Stipend Pay E 301-44000-212 Motor Fuels E 301-44000-411 Land Rental E 301-44000-319 Cell Phone Uniforms E 301-44000-624 BANYON Postage E 301-44000-100 Salaries E 301-44000-121 PERA E 301-44000-201 E 301-44000-106 E 301-44000-122 E 301-44000-208 E 301-44000-209 E 301-44000-322 E 301-44000-383 E 301-44000-401 Account Descr 301 SEWER FUND 301 SEWER FUND