

City of Glyndon

Minnesota

City Council:

Mayor Tracy Tollefson
Justin Schreiber
Bryant DeVries
Patrick McCoy
Steven Ring

Glyndon City Council Packet **August 23rd, 2023, at 6:00 p.m.** **Glyndon Community Center**



September 4th, 2023

Agenda for Glyndon City Council
8/23/2023 – 6:00 p.m.
Regular Council Meeting
Glyndon Community Center

1. **Call to Order:** Mayor Tracy Tollefson
2. **Roll Call**
3. **Motion to Approve Consent Agenda**
 - a. **8/9/2023 – Council Meeting Minutes**
 - b. **8/16/23 – Special 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. **Nuisance Ordinance #194** (*review and make changes if needed*)
 - b. **Review Ordinance #195 An Ordinance Detailing Administrative Citations and Civil Penalties**
 - c. **Review Ordinance #166 An Ordinance Adopting the 2023 Fee Schedule with Nuisance Violation Fines Added**
10. **New Business**
 - a. **Approve Purchase of a Boss 2.0 Sander/Salter from Bert's Truck Equipment for \$11,821.24 to be attached to the Pick-up Box** (*need a motion*)
 - b. **Discussion Concerning Curbside Recycling – Travis Braton**
 - c. **Discussion Concerning Adding a Lean-to on the Maintenance Building for Recycling – Building Estimate is \$28,750** (*not including concrete*) – Travis Braton
 - d. **Approve Proposal from Braun Intertec for Charleswood Material Testing** (*need a motion*)
 - e. **Approve Audit Engagement Letter from Eide Bailly for 2023 Audit** (*need a motion*)
 - f. **General Budget Review – Wendy Affield**
11. **Time to Discuss the Additions to the Agenda** (*only discuss if added and approved in #4 above*)
12. **Miscellaneous Announcements & Recognitions**
13. **Adjournment**

The Next Council Meeting is Scheduled for Wednesday September 13th, 2023, at 7:00 a.m.

Glyndon City Council
8/9/2023 – 7:00 A.M.
Regular Council Meeting
City Hall Council Chambers

1. **Call to Order:** Mayor Tracy Tollefson called the meeting to order at 7:00 a.m.
2. **Roll Call:** Council Members Present: Justin Schreiber; Bryant DeVries; Police Chief Justin Vogel; Public Works Superintendent Travis Braton; City Attorney Ken Norman and City Clerk Wendy Affield.

As Per Sign in Sheet: Kevin Mitchell & Ralph Mitchell

Virtual Attendees: None

Absent: Council Members Steven Ring and Patrick McCoy

3. **Motion to Approve Consent Agenda** – A motion to approve the consent agenda was made by Justin Schreiber, seconded by Bryant DeVries. All in favor.
Motion Carried.

- a. 7/26/2023 – Glyndon Days/Park/PR Meeting Minutes
- b. 7/26/2023 – Council Meeting Minutes
- c. Approve Resolution of Payments

4. **Any Additions to the Agenda** – None.

5. **Motion to Approve the Agenda** – A motion to approve the agenda was made by Justin Schreiber, seconded by Bryant DeVries. All in favor.
Motion Carried.

6. **Open Forum – Public Comments/Concerns** – Kevin Mitchell stated he was present today to ask when the residents are going to get their “tax rebates back from the Kuehl’s defaulting on their industrial property?” Mitchell says he has yet to see any credit back on his taxes because of this. Mayor Tollefson said she does not foresee that happening. Mitchell then shifted to complain that “apparently you don’t need permits to build grain dryers in City limits.” He feels the City changes codes to suit their needs. Affield corrected him by stating the grain dryer was covered by MN State Code. Mitchell then said he was told there were no records as the previous building inspector passed away and had all permits with him. Affield confirmed this and said the previous building inspector was Roland Holm from Barnesville, but she suggested he contact the County for permit records. Affield informed Mitchell that Administrative Assistant Heather Johnson sends the permits monthly to the County. Mayor Tollefson asked Mitchell what exactly he was focusing on today? Mitchell said since the dryer was built his property value has decreased by over thirty-thousand dollars (\$30,000). He feels residents were improperly assessed as well, and it seems as though the City is changing laws just to benefit the elevator even though they still emit polluted particles everywhere. Mayor Tollefson said she knows that the MPCA was here to evaluate and test the elevator and the tests came back showing there are no pollutants that would be beyond state standards. She said Council is following the recommendations from the MPCA, and have discussed this at length. Mitchell said he also sees an issue with the changing of the zones ten (10) years ago, when the elevator went from commercial to agricultural. Ralph Mitchell said his issue is that the elevator has since installed a bin by the alley and when they use it there is no junk blocking the alley, but when they are not using the bin all kinds of junk including a large trailer are now

blocking access from his neighbor. He does not see why the City is not doing anything about all of the junk. Chief Vogel said there is a new public nuisance ordinance being discussed during the meeting today and will be in effect soon. He said this ordinance will affect several properties and specifically the junk issue that Mitchell is referring to. Mayor Tollefson agreed and said this ordinance will be very comprehensive and the overall goal is to ensure that properties within the City are clean. She also said with this new ordinance will be the culmination of punitive damages to those who are not in compliance. Vogel urged both Mitchells to read through this ordinance, understand it, and if they still have issues or questions once it goes into effect then they can come back to City Hall. He said this new ordinance may also affect their property too. Mayor Tollefson agreed and said there will be a Public Hearing for this ordinance so that everyone can get a chance to discuss their questions and concerns. R. Mitchell then complained that the City should not have to mow any of BNSF property, and he wondered why the City does not pressure BNSF to do it. Braton said his crew mows it simply so that it looks nice, and it does not take long to do. Mayor Tollefson said the school does the same thing with the trees and bushes that abut the fence along the railroad tracks by the old playground. She encouraged both Mitchells to attend the upcoming meetings and thanked them for their time.

7. Department Reports – Committee Reports -

a. Justin Vogel, Police Chief – Vogel said they have been short staffed but hopefully one officer will be coming back next week. He said the “Night To Unite” event was a success, and there was a little over 200 attendees. Vogel also said that he and his department won the annual “Chiefs Burger Cookoff” competition, and this was the first time Glyndon has won.

b. Travis Braton, Public Works/Maintenance – Braton said he did purchase the concrete saw and have used it already to help with a sinkhole over by 10th Street. He said Arvig will be coming out to investigate as they had previously done some work in that area. Braton said his crew fixed the fire hydrant on Parke Avenue which had been damaged by a vehicle accident. He said Ben Oisen from MN Rural Water will be in town to assist in flushing hydrants the week of August 21st, and if it goes well then there might be no need for a fall flush. Braton said he purchased a Kuhn disc mower for \$928 dollars, and explained it is a mower attachment used to help mow the rocks at the ponds to keep the weeds and cattails down. He said broom brushes for sweeping sand were purchased to start getting ready for winter, and the salt truck is having a rim fixed on it which he will discuss more with the Maintenance Committee. Braton said he will be losing one worker next week as Benjamin Thureen starting football practice and will work part-time until school starts. He also said Minnesota Pump Works was in town last week helping with lift station alarms, stating he is waiting for them to reprogram the motherboards that were installed years ago. Coming up, Braton said he would like to discuss the Southview irrigation pumps, the third person, where to haul snow and curbside recycling. He said he has received one bid so far for the building addition at the Recycling Center, and he plans to have a table set up for Glyndon Days to discuss curbside recycling with the residents.

c. Bob Cuchna, Fire Chief – Not present.

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

e. Tracy Tollefson, Mayor – Mayor Tollefson said she has nothing to add other than the discussion on the Red River Dispatch Center’s MOU, which will be discussed later in the meeting.

8. Committee Reports – Nothing at this time.

9. Old Business/Unfinished Business Update –

a. Glyndon Days Discussion – No update at this time.

b. Nuisance Ordinance #194 – Mayor Tollefson asked the other Council Members if anyone had any comments, concerns, or feedback after reviewing the draft copy? DeVries said one of his concerns was regarding the section on “*Public Nuisances Offending Morals and Decency*”, *part d*, which talks about selling or processing alcohol without a license. His concern is whether brewing beer at home falls under this category? Vogel agreed this can be looked at some more. DeVries said his other concern was under the section on “*Public Nuisances Affecting Peace and Safety*,” *part g*, which covers fences and other obstructions taller than thirty inches (30”). He said the part concerning “triangular areas at intersections” and what that entails? Vogel said he believes this is referring to intersections with four distinct corners. Norman agreed and said this means that at any corner there cannot be any obstruction to visibility at those corners. As for the home brewing issue, he said he believes there is a limit to the number of gallons a home brewer can have in their home without a permit or license. Vogel said he was not sure, and DeVries said it is kind of a hobby type thing, like making your own jerky at home.

DeVries then said he has a question regarding “*Inoperable Vehicles*.” He is concerned about people having to fix or move their non-operating vehicles in a seven (7) day timespan when they might have to wait for a couple of paychecks first in order to make the repairs. Vogel said this section is mainly for the current vehicles around town which have already been sitting in yards, inoperable, for a long period of time. He said there are exceptions and residents can certainly ask for extensions, but for the most part the seven (7) day timeframe is for those other vehicles he was referring to. DeVries then asked about the section on “*Unlawful Parking and Storage*,” *part 2a*, and is concerned that the twenty-four (24) hour time limit for ice houses is not reasonable, as for example he may go ice fishing one weekend and not go again until the next weekend. He feels the wording should be modified somehow, as this community is definitely a fishing community. DeVries said this can turn a “hobby” quickly into a “pain” if the icehouse is required to sit one hundred feet (100’) back from the front property line. Vogel said it is going to be tough, especially in the wintertime when the snow piles up alongside people’s houses. DeVries agreed and said he really wants the wording revised for this, as he doesn’t want to get phone calls asking why people cannot have an icehouse without proper storage. Mayor Tollefson said she sees both sides, as there are those who fish but there are plenty of people who do not fish and do not want the view of these icehouses. Vogel said a lot of these icehouses are used as campers too, so it is hard to know how to proceed but he agrees it needs to be looked at further. DeVries noted this section also includes pontoons and said it can be difficult to find storage for those too. Braton asked about trailers, and Mayor Tollefson said those will need to be parked outside on a paved, concrete or gravel parking surface or driveway area. She asked Vogel if any trailers parked in back yards will be affected? Vogel said yes, those will also need to go on a parking surface. He said if the item sits too long in a yard, then weeds and long grass grow around it and animals start living under them, causing a nuisance. DeVries said Council needs to consider that people choose to live here instead of a bigger city due to less stringent laws. Vogel agreed and said they need solutions. He said the intent of the one-hundred-foot (100’) setback is to encourage people to park their icehouses, boats, or trailers on the side of their homes, but this can also be a problem if there is not that much room between houses to do so. DeVries said one hundred feet (100) is more or less by the back property line, so that does not make much sense. Mayor Tollefson said the intent is not to make it so people can not enjoy their hobbies, but rather to encourage clean up of properties. Council agreed to have more discussion on this section.

DeVries also asked about the section on “*Noise Control*” that talks about using car horns, and if that applies to people driving by and honking at their neighbors? Vogel said this really is more for those who might be blaring their horns late at night and causing a disturbance.

c. Schedule Public Meeting for Nuisance Ordinance #194 – A Public Meeting for Nuisance Ordinance #194 was scheduled for Wednesday, August 23rd at 5:00 p.m. at the Glyndon Community Center.

d. Review Ordinance #195 – An Ordinance Detailing Administrative Citations and Civil Penalties – Vogel said it will be important to pay attention to the fines and fees as they will add up quickly and could become expensive. Mayor Tollefson asked if the fines need to start out at five hundred dollars (\$500)? Vogel said it does not have to start out at that dollar amount, but this is what surrounding cities are doing. He said the dollar amounts are set this way to ensure compliance with the rules, or to cover court costs in case the City has to abate a property or put any property in storage. Mayor Tollefson asked to clarify that a person would receive a five hundred dollar (\$500) fine immediately after one violation? Vogel said not necessarily, as the person would first receive a written notice of violation. He said along with the notice issued by City Hall there will be photographs of the violation to accompany the letter. After receiving the notice, they will have a period of seven (7) days to comply as well as an opportunity to appeal the violation with the Ordinance Panel. Braton said it is the same process for when a mowing notice is sent out to a resident. Mayor Tollefson said the goal is to get a property cleaned up, but if there is non-compliance are these fines set at a dollar amount to cover attorney fees for the City? Norman said these are administrative fees, and are set to avoid having to involve an attorney. He said it is up to Council to decide on what amounts they want to set these at. Vogel said the City can determine the amounts, but he cautions not to stray too far from what surrounding communities are doing. He said in the past, citations were not helping to influence two (2) different properties to get cleaned up, and so he feels administrative fines are the way to go. Affield said if these amounts do not work the first year, Council can always change them next year. Norman said you want to have fines set to catch people's attention so that they take action. Mayor Tollefson asked Council if they are supportive of these amounts? Vogel recommends they stay close to what other cities are at. Schreiber and DeVries suggested starting at \$250, then \$500, then \$750. Mayor Tollefson asked what happens if there starts to be progress on a property? Vogel said he would then be in contact with the Ordinance Panel and City Hall, but progress would have to continue fully. He said if a property is cleaned fully and in accordance to the ordinance, then the property owner(s) would receive their money back. Vogel said the intent is not for the City to make money on these violations, but simply to encourage clean up. Council then agreed to set the offenses at \$250, \$750, and \$1500. Vogel asked if Council wants the first fine to occur after seven (7) days, then fourteen (14) days for the second offense? Schreiber suggested thirty (30) days for the third offense, as that would put it out at ninety (90) days since the first notice. Vogel then asked if they want to cap the top fine, or continue to add an additional \$1500 after a certain timeframe? Mayor Tollefson suggested perhaps every thirty (30) days? DeVries asked if the City ever does the cleaning itself after a certain period of time? Norman said this is considered trespassing on private property, and Vogel said at that juncture the courts would come into play. He said any property retrieved would need to be stored at the expense of the City, which can be costly, and that is why these fines need to be carefully decided. Vogel said the ultimate goal is to encourage residents to clean up their properties, have the City looking nice, and here are the parameters to do it. He recommends a timeframe of seven (7) days, fourteen (14) days, thirty (30) days, and then every thirty (30) days after that an additional \$1500 dollar fine. DeVries asked why the fines are separated into two categories? Vogel said the administrative offenses are more for things like mowing notices. Schreiber asked to clarify that all money paid for fines would be returned upon compliance? Vogel said that would be up to Council to implement. Council chose not to implement a monetary return of fines paid unless there is a decision made during the appeals process by the Ordinance Panel.

Mayor Tollefson asked what the next steps are, or do they need to schedule a meeting to review further? Vogel said the issue with icehouses needs to be looked at some more, and asked DeVries to get him some numbers on setbacks. DeVries said it would be hard to see a potential resident decide not to

live here if they cannot find a place to store their toys on their property. Norman said they will need to look at what constitutes an icehouse and what would be considered a trailer. Vogel said they will probably need to add in verbiage for trailers, motorhomes, campers, etc. He said he would recommend not using a specific timeframe for moving a vehicle, as that gets to be complicated when trying to keep track. He also suggested not allowing people to simply move things to their backyards either. Vogel also cautioned this ordinance will be affecting some businesses as well, and this type of ordinance can open up a big can of worms which is why he wants Council to carefully review everything and take their time. Braton asked when the ordinance would be ready? Affield said after two readings, this ordinance could be ready tentatively in October. Norman asked if there will be any advance notice or conversations with local businesses? Vogel said that had been discussed, but they will need to wait until some more review has been done. Mayor Tollefson suggested having an additional meeting prior to the Public Meeting in order to finalize some of the things they discussed tonight. Vogel agreed and recommended the Ordinance Committee meet one more time prior. Council agreed to schedule a Special Meeting for the Council on Wednesday, August 16th at 6:00 p.m.

e. Review Ordinance #166 – An Ordinance Adopting the 2023 Fee Schedule – Reviewed above.

f. Approve Dakota Playgrounds Installation of Park Equipment, Mulch, and Border for Johnson Park – Approve the Additional Charge for the Added Equipment – Approve Using \$13,167.03 of Escrow Park Funds, \$15,000 out of the Park Equipment Budget and \$76,577.97 of ARPA Funds – Affield said the second bid that came in was higher than the first bid, at \$111,000, and she feels the equipment from Dakota Playground is better quality. A motion to approve the purchase of playground equipment/mulch/border/labor costs from Dakota Playground was made by Justin Schreiber, seconded by Bryant DeVries. All in favor.
Motion Carried.

10. New Business

a. 2024 Certified LGA Amount is \$454,449.00 – Informational only.

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 – Affield said once this is approved, Jason Murray can move forward with getting the bond ready. A motion to approve was made by Justin Schreiber, seconded by Bryant DeVries. All in favor.
Motion Carried.

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 – Mayor Tollefson explained this is the six percent (6%) portion of fees the City will pay to the RRDC for a three-year period, which is based on population size. She said each city is assessed a portion of the RRDC's total budget to help pay for dispatch services. Vogel explained dispatch fees are now rolled in with his New World fees, which is the Police Department's computer system. A motion to approve the MOU was made by Bryant DeVries, seconded by Justin Schreiber. All in favor.
Motion Carried.

d. July 2023 Expense/Revenue Budget Sheets for Review – Informational only.

e. Present Budget to Council –

• **Maintenance/Water/Sewer Department Budget – Travis Braton** – Braton presented his budget in the following categories, based on items which will be increased or decreased:

General Fund – Maintenance – Braton said he added a *Safety Equipment/Training* line which will have a budget of \$1,000 dollars for 2024. This will be for certain purchases not needing to be coded as *Operating Supplies*, as this line now will decrease to \$8,000 dollars for 2024. *Vehicle Repair/Maintenance* will be increased to \$9,000 dollars due to upcoming repairs on the City pickup trucks. *Motor Fuels* will increase to \$8,000 dollars due to gas prices. *Chemicals and Chem. Products* will decrease to \$3,000 dollars due to in-house spraying at the ponds and not hiring this service out. *Mosquito Spraying* will also decrease down to \$3,000 dollars as there is still plenty of chemicals on hand and there are funds in the escrow account. *Forestry* was increased up to \$7,000 dollars as there are some large trees around town which will need to be cut or brought down. Schreiber asked if utility rates will be adjusted due to the changes in mosquito spraying and forestry? Affield said yes. *Street Maintenance Materials* will increase to \$17,000 dollars due to improvements coming up on Andrews Avenue. Schreiber asked if there will be a seal coating project coming up? Braton said Southview should be the next seal coating project. *Motor Vehicles* will increase to \$100 dollars due since it is for registration/tabs every other year. Affield said the \$15,000 dollars in the *Park Equipment* line can be used next year towards a gazebo in Anstadt Park. Braton said after that the City should be up to date on park equipment, other than maintenance and upkeep. He said down the road he will start looking at a new pickup truck purchase, which would go under the *Equipment Purchases* line and would be covered under half water, half sewer.

Water Fund – The *Salaries* line will increase to \$62,531.75 dollars, and Affield explained this number is just the step amounts, no COLA's added in. She said she will have more information on what a third person added will come to at the next meeting, and she also knocked down the part-time seasonal salary to \$12,000 dollars instead of \$24,000 dollars. *Uniforms* will increase to \$600 dollars, and Braton said he would like to look at getting the same shirts and hats for all maintenance employees. He said he would like to require steel-toe boots as part of the standard uniform as well. *Computer Technology* will increase slightly to \$3,300 dollars. *General Training* will increase to \$2,500 dollars, as there will be more training offered to both Wegenast and the third hire. *Safety Equipment/Training* was a new line added at \$1,000 dollars for safety items needed at the water treatment plant. Schreiber asked if the *Operating Supplies* line needs to be at \$10,000 dollars when only around \$2,000 dollars has been spent so far this year? Braton said he is not sure what his predecessor spent so much on, so he will need to look at last year's receipts to be sure. Affield said as they get closer to finalizing the budget, this line could be brought down more. Braton said he still needs to purchase a welder and blow torch, which are items that fall under the operating supplies category. The *Travel/Mileage Expense* line was decreased to \$0.00 and will be deleted as it will be combined with the General Training line. *Repairs/Maintenance Building* line will be increased to \$5,000 dollars as there will be new items and repairs coming up at the water treatment plant. *Infrastructure Repairs* line is increasing to \$3,500 dollars for hydrant repairs and labor costs. Braton said he intends to either purchase a hydrant or parts for one every three years. Referring to the *Water & Yard Meters* line, Schreiber asked if there are enough water meters on hand for the upcoming Charleswood Addition? Braton said he has enough on hand to finish Southview Addition, but will be putting in an order next month to cover Charleswood. *Land Rental* line is increasing slightly to \$710 dollars, which covers the BNSF land lease. The *Generator Lease* line is now \$0.00 as it was paid off this year.

Sewer Fund – The *Salaries* line reflects the same changes as in the Water Fund. *Office Supplies* increased to \$600 dollars. *Uniforms* increased the same as in the Water Fund, to \$600 dollars, and is split 50/50. *Computer Technology* line increased to \$3,300 dollars. *General Training* increased to \$2,500 dollars. *Chemicals and Chem Products* increased to \$4,000 dollars, and Braton said this will be

for the purchase of more testing products. *Postage* increased slightly to \$2,300 dollars. As in the Water Fund, the *Travel/Mileage Expense* line will be zeroed out and combined with *General Training*. *Repairs/Maintenance Buildings* has been added by Braton at \$2,500 dollars, which will include new fencing at the ponds, and possibly some work around the lift stations. *Rentals (General)* is a new line at \$5,000 dollars, and Braton said he added this for the upcoming week-long rental of an excavator for several projects around town. Braton noted the *Water Shed District-BRRWD* line is for the clean up and tracking of beaver dams by the Buffalo River. He reiterated if a new pickup truck is purchased, the *Motor Vehicles* line would reflect funds coming from half water, half sewer. In the future, Braton said he would like to budget for a new vehicle every five years, much like the Police Department does.

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

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

A motion to close the regular meeting was made by Justin Schreiber, seconded by Bryant DeVries. All in favor.
Motion Carried.

*Regular Meeting Closed at 8:46 a.m.

*Regular Meeting Reopened at 9:28 a.m.

g. Possible Discussion Concerning Labor Negotiations – A motion to approve the labor negotiations, pending language changes, was made by Justin Schreiber, seconded by Bryant DeVries. All in favor.
Motion Carried.

Vogel explained the stipend is now locked in at the salary of \$12,000 dollars per year, and any hours worked beyond a 10-hour pay period will go into a “comp bank”, not to accumulate more than sixty (60) hours within a calendar year and must be used entirely by the end of the year. He said this will begin starting this pay period moving forward. A motion to approve the stipend changes was made by Justin Schreiber, seconded by Bryant DeVries. All in favor.
Motion Carried.

A motion to approve the inclusion of COLA for the next three years of 4%, 4%, 3% as well as a 2% pay increase for longevity at year five (5) and year ten (10) of employment (pending the start date of full-time status) was made by Justin Schreiber, seconded by Bryant DeVries. All in favor.
Motion Carried.

11. Time to Discuss Additions to the Agenda –

12. Miscellaneous Announcements & Recognitions –

13. Adjournment – A motion was made by Justin Schreiber to adjourn at 9:30 a.m., seconded by Bryant DeVries. All in favor.
Motion Carried.

Tracy Tollefson, Mayor

Wendy Affield, City Clerk

Heather Johnson, Administrative Assistant

August 9, 2023 Council Meeting Minutes

Special Meeting – Nuisance Ordinance #194
City Hall Council Chambers
Wednesday, August 16th, 2023 @ 6:00 P.M.

1. Call To Order: Mayor Tollefson called the meeting to order at 6:00 P.M.

2. Roll Call – Mayor Tracy Tollefson; Council Members Justin Schreiber, Patrick McCoy, Bryant DeVries & Steven Ring; Police Chief Justin Vogel; City Attorney Ken Norman; City Clerk Wendy Affield.

Attendees: Pam & Jesse Mendoza; Shaun Erickson; Corey Malko

Absent: None

Virtual Attendees: unknown guest

3. Discussion Concerning Draft Copy of Nuisance Ordinance #194

Sections to Review:

a. 3d on page 2 – Mayor Tollefson said this portion refers to “intoxicating liquor or fermented malt beverages,” and she did see that the state allows for home brewing only for family use. She said the information was found on the website of the MN Department of Public Safety, Alcohol, & Gambling Enforcement Division, which stated “a license is not required if a person may make wine and brew beer in their own home for family use.” Affield suggested adding this verbiage to this section? Norman said it isn’t really needed because the ordinance already mentions state laws.

b. 4g on page 2 – This section discusses visual obstructions at intersections. Mayor Tollefson said surrounding cities reference thirty-six inches (36”) and thirty feet (30’) as their distances. Norman said these heights and distances are at the discretion of the Council to determine. Ring said he would only be concerned if a person received a fence permit which may conflict with this section. McCoy said the City does not require a permit for building a fence. Affield said they usually advise people who are going to build a fence that it should be at least three feet (3’) off of the property line in order to allow room to do maintenance on the other side without being on your neighbor’s property. Norman said fences will fall under the City’s zoning ordinance. McCoy also added there is already a height restriction for fences in front yards. Council agreed to stay with the height and distance listed.

c. G on page 3 – This section discusses “inoperable vehicles.” Mayor Tollefson said she wants to look again at the seven (7) day timeline. She read a portion of another city’s ordinance that has their timeline at sixty (60) days, and she feels this is a little more reasonable when considering someone is working on repairing a vehicle. Ring said they need to consider the location of the repair work, and if the City really wants to see a torn apart vehicle in the front yard of a house for sixty (60) days? Vogel said the timeline actually stretches to fourteen (14) days once notice has been served before fines start. He said if the vehicle is being worked on in a garage, then it is not a nuisance. Mayor Tollefson said she is leaning towards a little bit longer timeline. DeVries said he admires people who are taking on repair of a vehicle but acknowledges this could potentially bother other people even if it does not bother him

personally. Vogel said there are major differences sometimes, and in particular where a vehicle has sat so long that trees are growing up around it. He said this will not be an issue for anyone as long as they are working on their vehicle inside their garage. Ring said he can agree with a thirty (30) day timeframe. Affield agreed and said good communication between those who receive these notices and City Hall will always be considered. Vogel said for example there are derby or racing vehicles sitting on properties that may be technically “operable,” but they are not licensed. Schreiber said he would like to see progress on these types of vehicles, so he can see going thirty (30) days but no longer than that. He also knows that some residents may not have a garage either. DeVries asked how racing vehicles will be affected. Vogel said it will need to be on a gravel or concrete slab and will also need to be licensed. He said the seven (7) day timeframe as it is worded now, is consistent throughout the entire ordinance and it could end up being confusing if there are a bunch of different timeframes in it. Council agreed to set the timeframe for unregistered vehicles at seven (7) days and registered vehicles at no longer than thirty (30) days.

d. 2a on page 4 – This section is in regard to Unlawful Parking and Storage “of ice fishing houses, skateboard ramps, playhouses, or other similar non-permanent structures outside for longer than twenty-four (24) hours in the front yard area of a residential property unless it is at least one hundred feet (100’) back from the front property line.” Mayor Tollefson said she did some review of another city’s ordinance referring to ice houses as an “accessory structure” and their requirements regarding setbacks, condition, registration, etc. She said this particular ordinance did not reference any timeline that this structure could be at a property. Vogel said the difficult part of this is the timeline in reference to the setback, as that sets the clock for the twenty-four (24) hours. Mayor Tollefson asked if some properties might not have a setback of one hundred feet (100’)? Vogel said that is correct, and he said he reached out to City Engineer Kris Carlson for more information about boulevards and City rights-of-way. Carlson provided information that properties which have curb and gutter end at fifteen feet (15’) from the edge of the road to where a sidewalk would be, and twenty feet (20) if the property has a ditch in the front. Vogel said he feels the length of the setback for this section has to be between the fifteen feet (15’) and twenty feet (20’), as this is where a sidewalk would normally be. Mayor Tollefson asked if the length of the icehouse matters? Ring said it shouldn’t matter as long as the setback is observed. Vogel said he would rather get rid of the twenty-four (24) hour timeframe altogether. Ring suggested they change the wording to include both types of properties so that both the fifteen feet (15’) and the twenty feet (20’) setbacks are observed. Vogel agreed and said they need to include trailers and campers as well. Mayor Tollefson asked about the properties in Centennial? Vogel agreed some of those will be impacted as there is no ditch in the cul de sac of Magnolia Court. Council agreed to move forward with the setback lengths, add in campers, boats, axels, and remove the twenty-four (24) hour timeline from this section.

e. 2c ii & iii on page 4 – Covered in the above section.

f. 1-1-2, A.1 on page 5 – This section covers Removal of Snow and Ice, and Schreiber had a question about the part referring to the 9:00 p.m. deadline to have snow cleared. He asked what happens when it is still snowing at that time? He said he’d like to see the wording changed to reflect a twenty-four (24) hour deadline after snow has stopped falling. Council agreed to the change.

g. A1 on page 8 – This section refers to Horns, Signaling Devices, etc. Mayor Tollefson said she found an ordinance that stated no horn or signaling device can emit a sound that lasts longer than

fifteen (15) seconds. Vogel said he had a question earlier about a semi-truck engine noise in residential areas, and he is not sure if those are covered in this section. Norman said the wording can always be changed to add in “any machine” in subsection 1-1-5, A.1.b.

h. 1g on page 13 – Already covered above (4g on pg. 2)

Mayor Tollefson asked to clarify where the Council was in terms of grass length? Affield said the current City ordinance has grass length to be no higher than six (6) inches. She said the new ordinance has it now set at eight (8) inches as that is what surrounding cities have in their mowing ordinances.

4. Open Forum – Resident Corey Malko pointed out that on page 9, number 12 “Blowers” has wording that covers noise from any “internal combustion engine,” which would cover semi-trucks. MHC Manager Pam Mendoza said the trailer park lease already provides residents with a twenty-four (24) hour notice to move inoperable vehicles before they are towed, and residents are also not allowed to do work on vehicles in their driveways. Norman said there may be some difficulty in enforcing violations on private property. Vogel said he will check on how violations and notices will be served in regard to trailer parks, but as he understands it they will work the same way as other properties in the City. Resident Shaun Erickson asked about the setbacks and was wondering if that starts from the center of the road/street? Vogel said the setback starts from the edge of the street. Norman clarified that it begins from the paved area of the edge of the street. Erickson then asked if a pickup truck attached to a trailer would also have to be behind the setback? Vogel said yes. Erickson also asked about the recent cannabis laws and would that fall under any section of this ordinance? Affield said they will be looking at creating a separate ordinance for this. Erickson clarified the smell of marijuana smoke outdoors could be potentially seen as a nuisance. Vogel and Council agreed, and they will be looking at it very soon.

5. Adjournment – The Special Meeting ended at 6:56 p.m. with a motion made by Steven Ring, seconded by Bryant DeVries. All in favor.
Motion Carried.

Tracy Tollefson, Mayor

Wendy Affield, City Clerk

Heather Johnson, Administrative Assistant

CITY OF GLYNDON

RESOLUTION RECORD

8/23/2023

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;

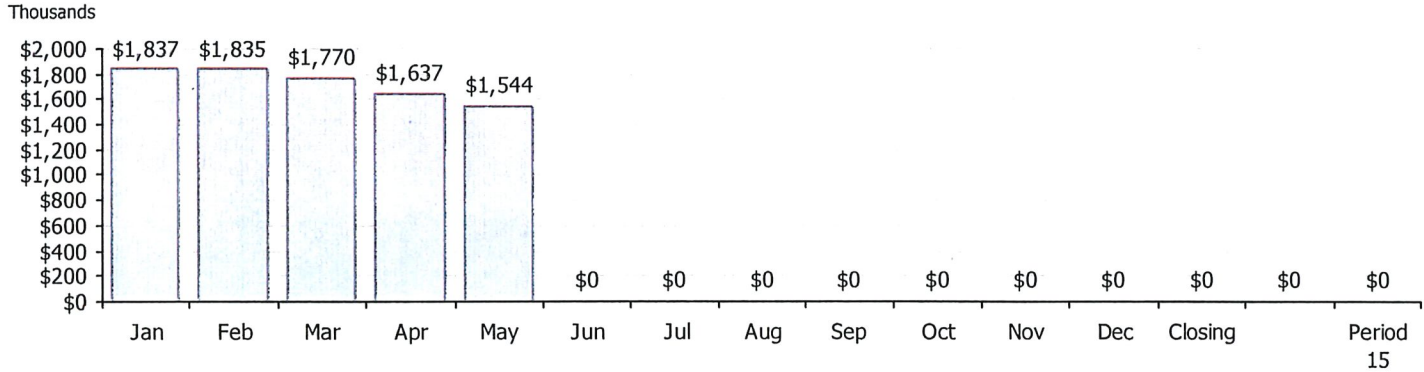
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLYNDON, MINNESOTA,

FUNDS: Wednesday, August 23rd, 2023			
Vendor	Description	Code	Amount
Anytime Mobile Truck Service	Fire Dept-Pickup & Side By Side/Township	501-45000-635	\$1,837.83
Aramark	Community Center Mops	101-43000-210	\$41.38
ASP of Moorhead	Security Service for Community Center	101-43000-280	\$116.00
Braton, Travis	Dropped off Wood from Pond Area	401-41000-384	\$54.40
City of Barnesville	Mutual Aid Fire Dept - Run #2023065	501-45000-638	\$1,200.00
City of Dilworth	Mutual Aid Fire Dept - Run #2023065	501-45000-638	\$600.00
City of Dilworth	Mutual Aid Fire Dept - Run #2023072	501-45000-638	\$600.00
City of Hawley	Mutual Aid Fire Dept - Run #2023065	501-45000-638	\$1,200.00
City of Hitterdahl	Mutual Aid Fire Dept - Run #2023065	501-45000-638	\$1,225.00
City of Sabin	Mutual Aid Fire Dept - Run #2023065	501-45000-638	\$900.00
City of Sabin	Mutual Aid Fire Dept - Run #2023072	501-45000-638	\$1,200.00
City of Ulen	Mutual Aid Fire Dept - Run #2023065	501-45000-638	\$1,000.00
Colonial Life Insurance	Employee Extra Insurance Premium	G 101-29000	\$63.04
D & S Construction of DL	Building Inspector Retainer for August	101-41000-300	\$500.00
Ferguson Waterworks	Driveway for Skating Rink / Flange	Coded Separate	\$538.67
FM Printing	Envelopes for Utility Billing	Coded Separate	\$278.00
Great American Financial	Copy Machine Rent for City Hall/Police	Coded Separate	
Hawkins	Water Dept Chemicals & Supplies	201-44000-216	\$1,272.45
Lakes Country Service ACH	Health Insurance for Employees - MEDICA	G 101-21706	
Law Enforcement Labor	Police Union Dues for Ryan, Annie & Teryn	G 101-21707	\$202.50
Macs	Supplies for Water Cart - 1/3 1/3 1/3	Coded Separate	\$73.91
Menards	CH/Maint. & Pollunator Garden Supplies	Coded Separate	\$164.56
MidStates Wireless	Fire Dept Radio Repairs in Truck	501-45000-211	\$202.50
Minnesota Pump Works	Lift Station Hightide Issues with Dialers	301-44000-300	\$1,265.00
MN Dept of Health Drinking	3rd Quarter Water Connection Fee	201-44000-300	\$1,010.00
RMB Environmental Lab	Wastewater Testing on	301-44000-300	
Skooters Jetting	Jetted Lund Ave - 2 Manholes - Sewer	301-44000-300	\$1,600.00
SSI Crestmark	US Solar Xcel Payment for July	Coded Separate	\$2,128.67
Tactical Solutions	Certification of Radar Units - Police	101-42000-210	\$165.00
Thein Well	Well 3 Repairs - Pump - Motor - Water	201-44000-300	\$9,727.18
Thompson Greenery	Plants for City Park & Johnson Park	101-47000-225	
Truax Patient Services	Narcans (4) for Police Dept	101-42000-210	\$190.00
Ulteig Engineering	7th Street Engineering Report on Cost	101-41000-300	\$3,450.00
USA BlueBook	Water Dept Supplies	201-44000-210	\$1,468.85
Valvoline	Police Dept Oil Change - Tahoe/2022 Ford	101-42000-211	\$156.35
Vista Trailer Sales	Trailer for Fire Dept Side by Side/Township	501-45000-635	\$5,215.00

AS CERTIFIED BY WENDY AFFIELD CITY CLERK

TOTAL \$39,646.29

CITY OF GLYNDON
***Check Reconciliation©**
Northwestern State
10100 CASH
May 2023



Account Summary

Beginning Balance o	5/1/2023	\$1,782,949.11
+	Receipts/Deposits	\$90,318.68
-	Payments (Checks and Withdrawals)	\$211,621.03
Ending Balance as of	5/31/2023	\$1,661,646.76

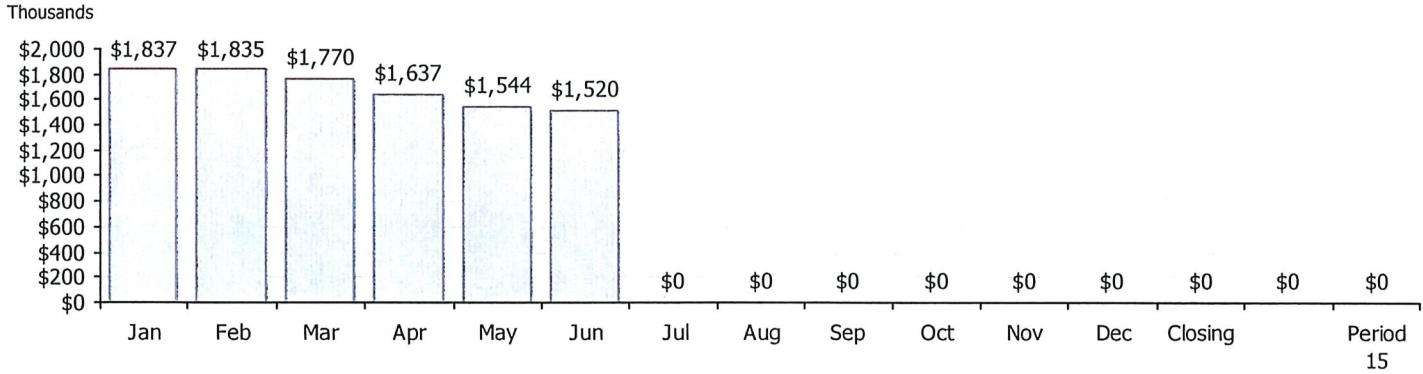
Cleared	\$1,661,646.76
Statement	\$1,661,646.76
Difference	\$0.00

Cash Balance

Active	101-10100 GENERAL FUND	-\$531,047.06
Active	201-10100 WATER FUND	\$175,929.43
Active	301-10100 SEWER FUND	\$1,213,632.36
Active	401-10100 GARBAGE & RECYCLING FUND	\$255,803.93
Active	501-10100 FIRE & RESCUE FUND	\$144,859.35
Active	601-10100 PROJECTS FUND - BONDS	\$246,272.66
Active	602-10100 CAPITAL PROJECTS	\$9,124.68
Active	603-10100 TAX ABATEMENT NOTE FUND 2016A	-\$25,574.22
Active	801-10100 MN DOT RD REPAIR-RECONST ASST	\$55,015.48
	Cash Balance	\$1,544,016.61

Begining Balance	\$1,782,949.11
+ Total Deposits	\$90,604.18
- Checks Written	\$329,536.68
Check Book Balance	\$1,544,016.61
Difference	\$0.00

CITY OF GLYNDON
***Check Reconciliation©**
Northwestern State
10100 CASH
June 2023



Account Summary

Beginning Balance o 6/1/2023	\$1,661,646.76
+ Receipts/Deposits	\$128,548.73
- Payments (Checks and Withdrawals)	\$153,038.30
Ending Balance as of 6/30/2023	\$1,637,157.19

Cleared Statement	\$1,637,157.19
Difference	\$0.00

Cash Balance

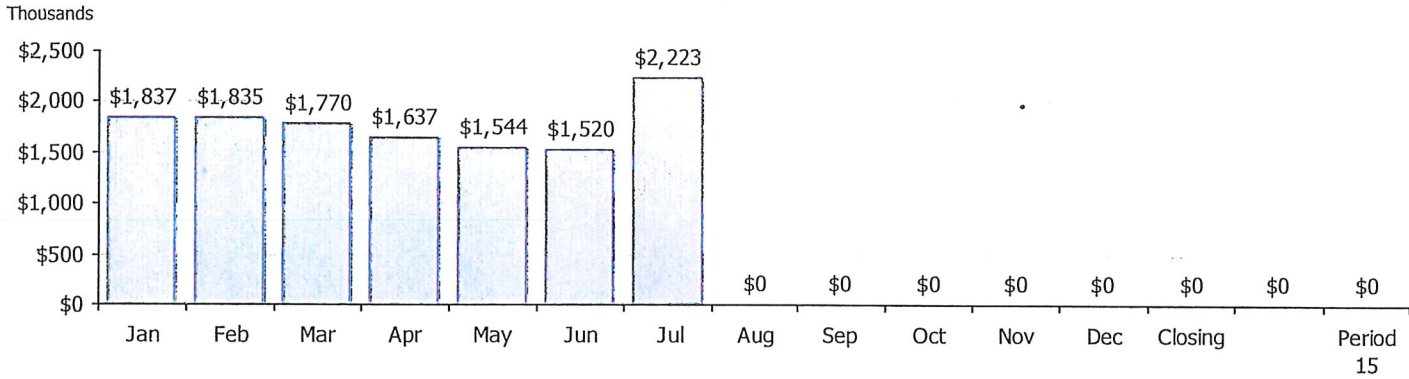
Active 101-10100 GENERAL FUND	-\$590,663.51
Active 201-10100 WATER FUND	\$184,684.07
Active 301-10100 SEWER FUND	\$1,214,843.18
Active 401-10100 GARBAGE & RECYCLING FUND	\$245,729.09
Active 501-10100 FIRE & RESCUE FUND	\$176,675.42
Active 601-10100 PROJECTS FUND - BONDS	\$246,272.66
Active 602-10100 CAPITAL PROJECTS	\$12,538.01
Active 603-10100 TAX ABATEMENT NOTE FUND 2016A	-\$25,574.22
Active 801-10100 MN DOT RD REPAIR-RECONST ASST	\$55,015.48
Cash Balance	\$1,519,520.18

Begining Balance	\$1,661,646.76
+ Total Deposits	\$130,920.08
- Checks Written	\$273,046.66
Check Book Balance	\$1,519,520.18
Difference	\$0.00

CITY OF GLYNDON
***Check Reconciliation©**
Northwestern State
10100 CASH
July 2023

08/11/23 11:40 AM

Page 1



Account Summary

Beginning Balance o 7/1/2023	\$1,637,157.19
+ Receipts/Deposits	\$1,011,842.22
- Payments (Checks and Withdrawals)	\$296,304.18
Ending Balance as of 7/31/2023	<u>\$2,352,695.23</u>

Cleared Statement	\$2,352,695.23
Difference	<u>\$0.00</u>

Cash Balance

Active 101-10100 GENERAL FUND	-\$174,728.60
Active 201-10100 WATER FUND	\$194,429.52
Active 301-10100 SEWER FUND	\$1,189,409.60
Active 401-10100 GARBAGE & RECYCLING FUND	\$245,714.69
Active 501-10100 FIRE & RESCUE FUND	\$192,254.95
Active 601-10100 PROJECTS FUND - BONDS	\$517,069.85
Active 602-10100 CAPITAL PROJECTS	\$15,631.06
Active 603-10100 TAX ABATEMENT NOTE FUND 2016A	-\$12,281.72
Active 801-10100 MN DOT RD REPAIR-RECONST ASST	\$55,015.48
Cash Balance	\$2,222,514.83

Beginng Balance	\$1,637,157.19
+ Total Deposits	\$1,015,478.64
- Checks Written	\$430,121.00
Check Book Balance	<u>\$2,222,514.83</u>
Difference	\$0.00

**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 1-1-2-B 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 placed 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
- l) 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 **for unregistered and thirty (30) days for currently registered**, 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. **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, campers, watercraft, trailers, vehicles, axles, skateboard ramps, playhouses, or other similar non-permanent structures outside within the City's right of way 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 **within twenty-four (24) hours after snowfall has been completed by 9:00 p.m. of each day**, and ~~kept~~ **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 Statutes or an administrative penalty pursuant to section 1-1-7 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 continual sounding of any horn or signaling device on any automobile, motorcycle, or other vehicle for a period of at least fifteen (15) seconds even if interrupted by short gaps in sound, on any street, place, or private property within the City except as a danger warning. ~~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 of 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.
 - 5) 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. **Generators and Blowers.** The operation of any noise creating blower, generator 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 charges 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.

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 1-1-1 through 1-1-6.** Upon a finding of guilt upon a juvenile violating these sections, the penalty imposed shall be in accordance with Minnesota Statutes 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 previous 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

1st Reading – September 13, 2023

2nd Reading – September 27, 2023

Published – October 2nd or 9th, 2023

DRAFT

**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 Ordinance #194 of this City Code may be treated as 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 Council 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 (7) 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 (7) calendar days after the issuance of the **City Clerks** opinion. If no appeal is made, the accused must pay the scheduled fine within seven (7) 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 (2) City Council members and one (1) citizen appointee. The accused will have the right to request no later than five (5) 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 (10) 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 (1) 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 thirty (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 ten percent (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 (<i>right of way easements</i>)	\$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
Single Parcel Split (<i>Twin-home</i>)	\$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 (<i>Subject to change</i>)

Flat Rate Permit Fees

Re-roofing	\$25.00 + State surcharge
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)	\$15.00
Demolition Permits	\$15.00
Wood Burning Appliances	\$15.00
Building Sprinkler System (To be obtained by the installer)	\$75.00
Sound Amplification Permit	\$25.00
Pet 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

Nuisance Violations (Administrative offense process)	1 st Offense: \$250 2 nd Offense: \$750 3 rd Offense: \$1,500
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Police Department Fees

Accident Reports	\$7.50
Recreational Vehicle Permits	\$10.00/per year (After application is approved)
Gun Permit	No Charge (After application is approved)

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.

Bulk Water Sales

\$25.00 Hook up Fee
 \$15.00 per 1000 gallons of water

Utility Fees

Sewer Rate	\$18.00 per Month per housing unit
Sewer Usage	\$5.00 per 1000 gallons – Commercial \$6.00
Water Rate	\$27.00 per Month per housing unit
Water Usage	\$5.00 per 1000 gallons – Commercial \$6.00
Water Service Reconnection Fee <i>(After disconnection for non-payment)</i>	\$50.00
Water Service Reconnect after hours <i>(After disconnection for non-payment)</i>	\$100.00
Sewer Access Charge	\$100.00 at time of connection <i>(changed 9-22-21)</i>
Water Access Charge <i>(Meter & MXU)</i>	\$275.00 at time of connection
New Construction Water Access Charge <i>(2 Meters & Dual MXU)</i>	\$265.00 at time of connection <i>(changed 9-22-21)</i>
2 nd Water Meter <i>(Yard Meter)</i>	\$275.00 Homeowner is responsible for Acquiring plumbing permit and having Meter plumbed in
2 nd Water Meter <i>(Yard Meter)</i>	\$5.00 Minimum monthly fee for the months Of May, June, July, August, September and October regardless if meter is not in use.
Storm Water	\$8.00 per Month <i>(Runoff Equivalent Factor)</i>
Mosquito Control	\$1.05 per Month per housing unit
Forestry	\$0.50 per Month per housing unit
Pump Station	\$5.00 per Month per housing unit
Water Looping	\$1.25 per Month per housing unit

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
Rate Group 21	\$43.59 plus tax per Month
Rate Group 22	\$51.88 plus tax per Month
Rate Group 23	\$56.69 plus tax per Month
Rate Group 24	\$62.24 plus tax per Month
Rate Group 25	\$228.41 plus tax per Month
Rate Group 26	\$108.52 plus tax per Month
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
Rate Group 31	\$998.98 plus tax per Month
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 (<i>Residents</i>)	\$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 (<i>Refundable</i>)	\$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 (<i>Nonresidents</i>)	\$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 (<i>Refundable</i>)	\$100.00
Non-Profit Organization (<i>Fund Raisers</i>)	\$200.00

See Glyndon Community Center Rental Application

Section 2. Effective Date of Ordinance:

This Ordinance shall be effective as of **January 25th, 2023.**

Adopted this 25th day of January 2023.

Tracy Tollefson, Mayor

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



Berts Truck Equipment Of Mhd Inc

3804 HWY 75 N . PO BOX 336
MOORHEAD, MN 56561-0336
(218) 233-8681 . FAX (218) 233-9548
1-800-232-3787

TRUCK EQUIPMENT OF MOORHEAD

Estimate E 13702

Date / /

Date Open 08/17/2023

Page: 1 of 1

Sold To : 238-6340 218

Ship To :

GLYNDON, CITY OF
PO BOX 223

GLYNDON MN 56547 USA

Written By JOSH	Terms CHG	Time 13:56:00	Customer Po #	Promised	Phone	Ship Via
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Unit #	Plate #	Year	Make	Model	Mileage/Hrs 0/0.0	VIN	Engine
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Qty	Description	Price	Amount
1.000	BOSVBS22210 V-BOX SPREADER, FORGE 2.0 LONG BED - PINTLE	10691.20	10691.20
1.000	BOSMSC19525 KIT-WORK LIGHT HALOGEN FORGE	225.15	225.16
1.000	BOSVBS22290 TARP W/ BUNGEEES 8FT FORGE 2.0	329.88	329.88
	INSTALL SANDER IN PICKUP		540.00

ALL INVOICES PAID BY CREDIT CARD WILL HAVE AN ADDITIONAL 3% SURCHARGE.

-NOTICE- THERE WILL BE A \$30 FEE ON ALL RETURNED CHECKS.

ALL RETURN ITEMS MUST BE ACCOMPANIED BY THE ORIGINAL INVOICE.

This invoice is due 15 days after invoice date. A 1-1/2% service charge will be added to past due accounts.

Parts.....	11246.24
Labor.....	540.00
Shop Supplies	35.00

Authorized By _____

TOTAL 11821.24



JASON BRENNAN CONSTRUCTION

QUOTE:

FROM

Jason Brenna
7466 15th Ave N
Glyndon, MN 56547
218-790-0061
livefastpromotionsdawn@gmail.com

TO:

City of Glyndon
ATTN: Travis
Glyndon, MN 56547

Quote # 16904
Quote Date 08/08/23

Description	Unit Price	Quantity	Amount
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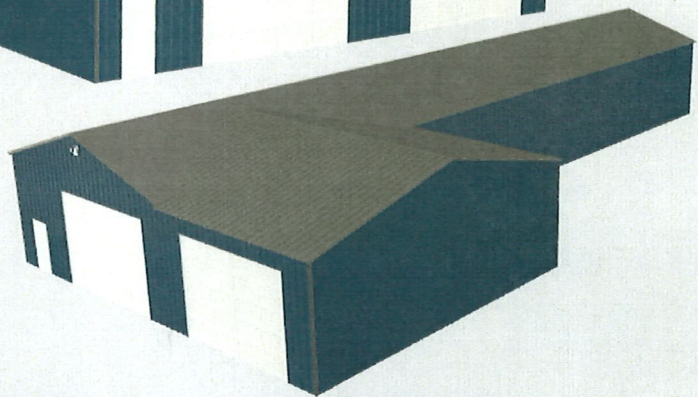
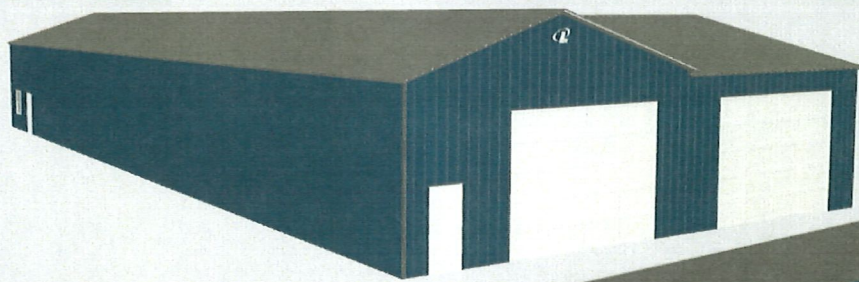
Glyndon's Shop Add On
Add on 40' x 18' Pole Shed with 14' Sidewall
(Outside Shell Only)

Building has 2' overhangs on north and south side. On east wall – no overhang.
Includes 14' x 12' high 2" insulated overhead door (no opener).

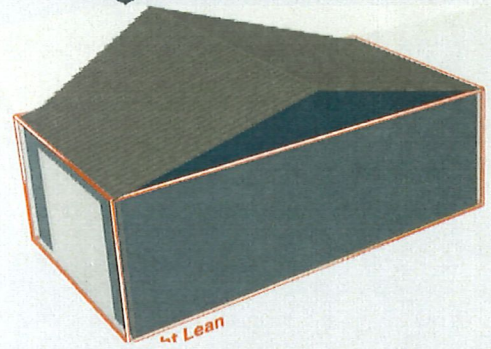
Materials and Labor			28,750.00
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Total			\$28,750.00
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Thank you for your consideration!



Right Lean



Left Lean



Braun Intertec Corporation
526 10th Street NE, Suite 300
P.O. Box 485
West Fargo, ND 58078

Phone: 701.232.8701
Fax: 701.232.7817
Web: braunintertec.com

August 10, 2023

Proposal QTB182712

Alex Ranz
City of Glyndon
c/o Ulteig Engineers, Inc.
1345 Highway 10 West
Detroit Lakes, MN 56501

Re: Proposal for Construction Materials Testing Services
2023 Utility & Street Improvements Charleswood Addition
Glyndon, Minnesota

Dear Mr. Ranz:

Braun Intertec Corporation is pleased to submit this proposal to provide construction materials testing services for the 2023 Utility & Street Improvements Charleswood Addition project located in Glyndon, Minnesota.

Our Understanding of Project

We understand this project will include the construction of streets and utilities for residential development. The construction will consist of clay embankment fill within LOMR-F areas, pavement subgrade preparation, aggregate base placement, new storm sewer, water main, and sanitary sewer utilities, bituminous paving, and concrete placements for curb and gutter and sidewalks.

Available Project Information

This proposal was prepared using the following documents and information.

- Project plans prepared by Ulteig Engineers, dated May 26, 2023.
- Project specifications prepared by Ulteig Engineers, dated May 26, 2023.

To our knowledge, no geotechnical report was prepared for this project.

Scope of Services

Services are performed under the direction of a licensed professional engineer. Testing services will be performed on an on-call, as-needed basis as requested and scheduled by you or your on-site project representative. After reviewing available information, which may include project plans and/or specifications and other design or construction documents, our scope of services for the project will be limited to the tasks defined below.

Soil Related Services

- Measure the in-place dry density, moisture content and relative compaction of fill placed for pavement and/or utility support, and of utility backfill for compliance with the project documents. This task includes performing laboratory Proctor tests to provide maximum dry densities from which the relative compaction of fill can be determined, as well as the use of a nuclear density gauge to measure in-place dry densities and moisture contents.
- Sample and test aggregate base materials for compliance with the project documents. This task includes laboratory gradation testing of aggregate base material.

Concrete Related Services

- Sample and test the plastic concrete for slump, air content, and temperature. We assume that we will be able to appropriately dispose of excess concrete (and associated wash water) on site at no additional cost to us.
- Prepare 4-inch by 8-inch cylinders for compressive strength testing.
- Laboratory compressive strength testing of cylinders.

Bituminous Related Services

- Collect one sample per mix per day of production. Perform quality assurance tests on these samples which include asphalt content and extracted aggregate gradation.

Consulting, Project Communication and Reporting Services

- Project management, including scheduling of our field personnel.
- Reviewing test reports and communicating with you and the parties you may designate, such as the project contractor(s), and other project team members, as needed.
- Transmit test results to the project team on a twice-weekly basis.

Basis of Scope of Work

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- Assumptions regarding the number of trips for testing are outlined in the attached cost estimate table. As the contractor's schedule becomes available and designs are finalized, please review this proposed scope of work to determine if the project's needs and budget will be met.
- We assume it will take 31 trips to complete the compaction testing on this project.
- We assume 8 sets of concrete tests will be required to complete the project.
- We assume the bituminous paving will be completed in 3 days for this project.

- We assume each set of concrete cylinders will consist of four 4"x8" cylinders with 1 cylinder tested at 7 days, and the remaining 3 cylinders tested at 28 days.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

If the work is completed at different rates than described above, this proposal should be revised. If the pace of construction is different than described above, this proposal should be revised.

Cost and Invoicing

We will furnish the services described herein for an estimated fee of \$19,807.00. **Our estimated costs are based on industry averages for construction production. Depending on the contractor's performance, our costs may be reduced or higher than estimated.** A tabulation showing our estimated hourly and/or unit rates associated with our proposed scope of services is also attached.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. Invoices for our services will be based on the actual number of hours provided for the project and the units tested. It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you on a monthly basis.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. After reviewing this proposal, **please sign and return one copy to our office as notification of acceptance and authorization to proceed.** If anything in this proposal is not consistent with your requirements, please let us know immediately. Braun Intertec will not release any written reports until we have received a signed agreement. Also, ordering services from Braun Intertec constitutes acceptance of the terms of this proposal including the attached General Conditions.

The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Mike Marquart at 701.353.9915 (mmarquart@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



Michael Marquart
Project Manager



Ezra Ballinger, PE
Director, Principal Engineer

Attachments:
Cost Estimate Table
General Conditions – CMT (1/1/18)

The proposal is accepted. We will reimburse you in accordance with this agreement, and you are authorized to proceed:

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date



The Science You Build On.

Project Proposal

QTB182712

Charleswood Addition, Glyndon, MN

Client:

City of Glyndon
 Ulteig Engineers, Inc.
 3350 38th Ave S
 Fargo, ND 58104

Work Site Address:

14th Ave S & Park Ave S
 Glyndon, MN

Service Description:

Construction Materials Testing Services

	Description	Quantity	Units	Unit Price	Extension
Phase 1	Construction Materials Testing				
Activity 1.1	Soil Testing				\$12,246.00
207	Compaction Testing - Nuclear	93.00	Hour	90.00	\$8,370.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Aggregate Base	3.00	Trips	3.00	9.00
	Subgrade Preparation	3.00	Trips	3.00	9.00
	Utilities, Storm, Sanitary, Water Main	20.00	Trips	3.00	60.00
	LOMR Fill	5.00	Trips	3.00	15.00
209	Sample pick-up	3.00	Hour	90.00	\$270.00
1162	Sieve Analysis with 200 wash, per sample	4.00	Each	152.00	\$608.00
1308	Nuclear moisture-density meter charge, per hour	93.00	Each	10.00	\$930.00
1318	Moisture Density Relationship (Standard), per sample	4.00	Each	207.00	\$828.00
1861	CMT Trip Charge	31.00	Each	40.00	\$1,240.00
Activity 1.2	Concrete Testing				\$4,024.00
261	Concrete Testing	24.00	Hour	90.00	\$2,160.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Curb and Gutter	4.00	Trips	3.00	12.00
	Sidewalks	4.00	Trips	3.00	12.00
278	Concrete Cylinder Pick up	4.00	Hour	90.00	\$360.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Cylinder Pickup	4.00	Trips	1.00	4.00
1364	Compressive strength of concrete cylinders (ASTM C 39), each	32.00	Each	32.00	\$1,024.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Curb and Gutter	4.00	Sets	4.00	16.00
	Sidewalks	4.00	Sets	4.00	16.00
1861	CMT Trip Charge	12.00	Each	40.00	\$480.00
Activity 1.3	Bituminous Testing				\$1,467.00
209	Sample pick-up	5.00	Hour	90.00	\$450.00
1530	Asphalt Content, per sample	3.00	Each	175.00	\$525.00
1532	Extracted Aggregate Gradation, per sample	3.00	Each	124.00	\$372.00
1861	CMT Trip Charge	3.00	Each	40.00	\$120.00
Activity 1.4	Project Management				\$2,070.00
238	Project Assistant	1.00	Hour	90.00	\$90.00
226	Project Manager	11.00	Hour	180.00	\$1,980.00
	Phase 1 Total:				\$19,807.00

Proposal Total:	\$19,807.00
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Wendy Affield

From: Brian Stavenger <bstavenger@eidebailly.com>
Sent: Friday, August 4, 2023 1:26 PM
To: Wendy Affield
Subject: 2023 Audit Letters
Attachments: City of Glyndon - 2023-12 Audit Engagement Letter.pdf; City of Glyndon - 2023-12 Governance Planning Letter.pdf

Categories: Phone Call

Hi Wendy,

I know it is much earlier than we normally provide this—we're trying to be more proactive on our engagement letters and planning for the audit.

Attached is the engagement letter for your review and signature—please return a signed copy to me when you can.

Also attached is a new letter we are sending out during the planning phase this year. Please share with the Council as it is intended for them to see as well.

Thank you!

Best,

Brian Stavenger, CPA

(he/him/his) – [what is this?](#)

Partner

Eide Bailly LLP

T 701.239.8518

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August 4, 2023

To the Honorable Mayor and City Council
City of Glyndon, Minnesota
Glyndon, Minnesota

This letter is provided in connection with our engagement to audit the financial statements of City of Glyndon, Minnesota as of and for the year ended December 31, 2023. Professional standards require that we communicate with you certain items including our responsibilities with regard to the financial statement audit and the planned scope and timing of our audit, including significant risks we have identified.

Our Responsibilities

As stated in our engagement letter dated August 4, 2023, we are responsible for conducting our audit in accordance with auditing standards generally accepted in the United States of America in accordance with *Government Auditing Standards*, and certain regulatory requirements pursuant to Minn. Stat. §6.65 for the purpose of forming and expressing an opinion about whether the financial statements that have been prepared by management, with your oversight, are prepared, in all material respects, in accordance with accounting practices prescribed or permitted by the State of Minnesota Office of the State Auditor, which practices differ from accounting principles generally accepted in the United States of America. Our audit does not relieve you or management of your respective responsibilities.

Our responsibility relating to other information, whether financial or nonfinancial information (other than financial statements and the auditor's report thereon), included in the entity's annual report includes only the information identified in our report. We have no responsibility for determining whether the listing of elected and appointed officials is properly stated. We require that we receive the final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report, or if that is not possible, as soon as practicable and, in any case, prior to the entity's issuance of such information.

Planned Scope of the Audit

Our audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Our audit is designed to provide reasonable, but not absolute, assurance about whether the financial statements as a whole are free of material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations. Because of this concept of reasonable assurance and because we will not examine all transactions, there is a risk that material misstatements may exist and not be detected by us.

Our audit will include obtaining an understanding of the entity and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements and as a basis for designing the nature, timing, and extent of further audit procedures, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. However, we will communicate to you at the conclusion of our audit, any material weaknesses or significant deficiencies identified. We will also communicate to you:

- Any violation of laws or regulations that come to our attention;
- Our views relating to qualitative aspects of the entity's significant accounting practices, including accounting policies, accounting estimates, and financial statement disclosures;
- Significant difficulties, if any, encountered during the audit;
- Disagreements with management, if any, encountered during the audit;
- Significant unusual transactions, if any;
- The potential effects of uncorrected misstatements on future-period financial statements; and
- Other significant matters that are relevant to your responsibilities in overseeing the financial reporting process.

Professional standards require us to design our audit to provide reasonable assurance that the financial statements are free of material misstatement whether caused by fraud or error. In designing our audit procedures, professional standards require us to evaluate the financial statements and assess the risk that a material misstatement could occur. Areas that are potentially more susceptible to misstatements, and thereby require special audit considerations, are designated as "significant risks." Although we are currently in the planning stage of our audit, we have preliminarily identified the following significant risks that require special audit consideration.

Management Override of Controls – Professional standards require auditors to address the possibility of management overriding controls. Accordingly, we identified as a significant risk that management of the City may have the ability to override controls that the City has implemented. Management may override the City's controls in order to modify the financial records with the intent of manipulating the financial statements to overstate the City's financial performance or with the intent of concealing fraudulent transactions.

Lack of Segregation of Duties – We identified lack of segregation of duties as a significant risk due to the City having inadequate controls over authorization, custody of assets, record keeping, and reconciliation functions.

Reconciling Items – We identified reconciling items as a significant risk due the City reporting on the cash basis of accounting for its governmental funds, and the significance of the cash balances to the financial statements of the City.

Improper Capitalization – We identified improper capitalization of capital assets as a significant risk. The significance of projects, reliance on vendors for timely information, and the City operating on a cash basis throughout the year and converting to full accrual accounting at the end of the year, could result in capital asset additions being misstated.

We expect to begin our audit in March 2024 and issue our report no later than the end of May 2024.

This information is intended solely for the information and use of City Council and management and is not intended to be and should not be used by anyone other than these specified parties.

Respectfully,



Fargo, North Dakota



CPAs & BUSINESS ADVISORS

August 4, 2023

Honorable Mayor and City Council
City of Glyndon
36 3rd St SE
Glyndon, MN 56567

The following represents our understanding of the services we will provide to City of Glyndon.

You have requested that we audit the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Glyndon (the "City"), as of December 31, 2023, and for the year then ended, and the related notes, which collectively comprise the City's basic financial statements. We understand the financial statements will be prepared using accounting practices prescribed or permitted by the State of Minnesota Office of the State Auditor, which practices differ from accounting principles generally accepted in the United States of America. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards*, and certain regulatory requirements pursuant to Minn. Stat. §6.65 will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

- 1) Budgetary Comparison Schedule, General Fund - Cash Basis
- 2) Statement of Receipts, Disbursements, and Changes in Fund Balances - Cash Basis - Nonmajor Governmental Funds
- 3) Detailed Statement of Receipts, Disbursements, and Changes in Fund Balances - Cash Basis (General Fund)
- 4) Statement of Receipts, Disbursements, and Changes in Fund Balances - Cash Basis (General Fund by Department)
- 5) Schedule of Accounts Receivable
- 6) Schedule of Accounts Payable

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Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the basic financial statements:

- 1) Listing of elected and appointed officials

Auditor Responsibilities

We will conduct our audit in accordance with GAAS and in accordance with *Government Auditing Standards*, and certain regulatory requirements pursuant to Minn. Stat. §6.65. As part of an audit in accordance with GAAS and in accordance with *Government Auditing Standards*, and certain regulatory requirements pursuant to Minn. Stat. §6.65 we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and, if applicable, in accordance with *Government Auditing Standards* and certain regulatory requirements pursuant to Minn. Stat. §6.65. Please note that the determination of abuse is subjective, and *Government Auditing Standards* does not require auditors to detect abuse.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
- c. To provide us with:
 - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
 - ii. Additional information that we may request from management for the purpose of the audit;
 - iii. Unrestricted access to persons within the entity and others from whom we determine it necessary to obtain audit evidence.
- d. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- e. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current period under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
- f. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- g. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets.
- i. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
- j. For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

Nonattest Services

With respect to any nonattest services we perform, we agree to perform the following:

- Prepare or assist with preparing financial statements in conformity with accounting practices prescribed or permitted by the State of Minnesota Office of the State Auditor, which practices differ from accounting principles generally accepted in the United States of America, based on information provided by you.
- Propose cash to accrual journal entries to be reviewed and approved by management.
- Maintain depreciation schedules.
- Prepare and submit the Office of the State Auditor's Annual Financial Report Form based on information provided by you.

We will not assume management responsibilities on behalf of the City. The City's management understands and agrees that any advice or recommendation we may provide in connection with our audit engagement are solely to assist management in performing its responsibilities.

The City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined above. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities.

Reporting

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the governing body of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your website or elsewhere, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we will only provide confidential engagement documentation to you via Eide Bailly's secure portal or other secure methods, and request that you use the same or similar tools in providing information to us. Should you choose not to utilize secure communication applications, you acknowledge that such communication contains a risk of the information being made available to unintended third parties. Similarly, we may communicate with you or your personnel via e-mail or other electronic methods, and you acknowledge that communication in those mediums contains a risk of misdirected or intercepted communications.

Should you provide us with remote access to your information technology environment, including but not limited to your financial reporting system, you agree to (1) assign unique usernames and passwords for use by our personnel in accessing the system and to provide this information in a secure manner; (2) limit access to "read only" to prevent any unintentional deletion or alteration of your data; (3) limit access to the areas of your technology environment necessary to perform the procedures agreed upon; and (4) disable all usernames and passwords provided to us upon the completion of procedures for which access was provided. We agree to only access your technology environment to the extent necessary to perform the identified procedures.

Brian Stavenger is the engagement partner for the audit services specified in this letter. Responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. We expect to begin our audit in March 2024.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses, including administrative fees. Invoices are payable upon presentation. We estimate that our fee for the audit will not exceed \$23,500 plus actual out-of-pocket expenses. These will be billed if onsite services are requested, plus the travel time of the professional(s) coming onsite at 50% of their hourly rates.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the City's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

Other circumstances may arise under which Eide Bailly must perform additional audit work and may require additional billings for these services. Examples of such circumstances include, but are not limited to:

- Work caused due to the identification of, and management's correction of, inappropriate application of accounting pronouncements
- Erroneous or incomplete accounting records
- New or unusual transaction
- Failure of City staff to prepare and provide information in a timely manner
- Lack of availability of appropriate personnel during the audit fieldwork
- Significant capital projects
- New long-term debt issuances
- Refunding bond transactions
- Changes at the City such as, but not limited to, software conversions, software updates, and/or staffing transitions

The ability to perform and complete our engagement consistent with the estimated fee included above depends upon the quality of your underlying accounting records and the timeliness of your personnel in providing information and responding to our requests. To assist with this process, we will provide you with a Prepared-by-Client (PBC) request that identifies the information required to perform our engagement, as well as a planned timeline for the engagement. A failure to provide this information in an accurate and timely manner may result in an increase in our fees and/or a delay in the completion of our engagement.

We may be requested to make certain audit documentation available to outside parties, including regulators, pursuant to authority provided by law or regulation or applicable professional standards. If requested, access to such audit documentation will be provided under the supervision of Eide Bailly LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the outside party, who may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in making such audit documentation available or in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our audit procedures are completed and a report issued, you will be billed for services to the date of termination. All bills are payable upon receipt. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

We may use third party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, "service providers") in order to facilitate delivering our services to you. Our use of service providers may require access to client information by the service provider. We will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the confidentiality of client information accessed by such service provider and any work performed by such service provider. You acknowledge that your information may be disclosed to such service providers, including those outside the United States.

Neither of us may use or disclose the other's confidential information for any purpose except as permitted under this engagement letter or as otherwise necessary for Eide Bailly to provide the services. Your confidential information is defined as any information you provide to us that is not available to the public. Eide Bailly's confidential information includes our audit documentation for this engagement. Our audit documentation shall at all times remain the property of Eide Bailly LLP. The confidentiality obligations described in this paragraph shall supersede and replace any and all prior confidentiality and/or nondisclosure agreements (NDAs) between us.

You agree to share all facts that may affect your financial statements, even if you first become aware of those facts after the date of the auditor's report but before the date your financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least eight years from the date of our report.

At the conclusion of our audit engagement, we will communicate to management and the City Council the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

Government Auditing Standards require that we provide, upon request, a copy of our most recent external peer review report and any subsequent review reports to the party contracting for the audit. Accordingly, we will provide a copy of our most recent peer review report at your request.

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Eide Bailly LLP formed The Eide Bailly Alliance Network, a network for small to mid-sized CPA firms across the nation. Each member firm of The Eide Bailly Alliance, including Eide Bailly LLP, is a separate and independent legal entity and is not owned or controlled by any other member of The Eide Bailly Alliance. Each member firm of The Eide Bailly Alliance is solely responsible for its own acts and omissions and no other member assumes any liability for such acts or omissions. Neither Eide Bailly LLP, nor any of its affiliates, are responsible or liable for any acts or omission of The Eide Bailly Alliance or any other member firm of The Eide Bailly Alliance and hereby specifically disclaim any and all responsibility, even if Eide Bailly LLP, or any of its affiliates are aware of such acts or omissions of another member of The Eide Bailly Alliance.

MEDIATION

Any disagreement, controversy or claim arising out of or related to any aspect of our services or relationship with you (hereafter a "Dispute") shall, as a precondition to litigation in court, first be submitted to mediation. In mediation, the parties attempt to reach an amicable resolution of the Dispute with the aid of an impartial mediator. Mediation shall begin by service of a written demand. The mediator will be selected by mutual agreement. If we cannot agree on a mediator, one shall be designated by the American Arbitration Association ("AAA"). Mediation shall be conducted with the parties in person in Fargo, North Dakota. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. Neither party may commence a lawsuit until the mediator declares an impasse.

LIMITED INDEMNITY

Eide Bailly LLP and its partners, affiliates, officers and employees (collectively "Eide Bailly") shall not be responsible for any misstatements in your financial statements that we may fail to detect as a result of misrepresentations or concealment of information by any of your owners, directors, officers or employees. You shall indemnify and hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages and attorneys' fees arising from any such misstatement or concealment of information.

If through no fault of Eide Bailly we are named as a party to a dispute between you and a third party, you shall indemnify and hold Eide Bailly harmless against any losses, damages, settlements, judgments, awards, and the costs of litigation (including attorneys' fees) we incur in connection with the dispute.

Eide Bailly shall not be entitled to indemnification under this agreement unless the services were performed in accordance with professional standards in all material respects.

LIMITATION OF LIABILITY

The exclusive remedy available to you for any alleged loss or damages arising from or related to Eide Bailly's services or relationship with you shall be the right to pursue claims for actual damages that are directly caused by Eide Bailly's breach of this agreement or Eide Bailly's violation of applicable professional standards. In no event shall Eide Bailly's aggregate liability to you exceed two times fees paid under this agreement, nor shall Eide Bailly ever be liable to you for incidental, consequential, punitive or exemplary damages, or attorneys' fees.

TIME LIMITATION

You may not bring any legal proceeding against Eide Bailly unless it is commenced within twenty-four (24) months ("Limitation Period") after the date when we delivered our report, return, or other deliverable under this agreement to you, regardless of whether we do other services for you or that may relate to the audit. The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of a possible Dispute.

GOVERNING LAW AND VENUE

Any Dispute between us, including any Dispute related to the engagement contemplated by this agreement, shall be governed by Minnesota law. Any unresolved Dispute shall be submitted to a federal or state court located in Minneapolis, Minnesota.


ASSIGNMENTS PROHIBITED

You shall not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly to any person.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your certified public accountants and look forward to working with you and your staff.

Respectfully,



Brian Stavenger, CPA
Partner

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of City of Glyndon by:

Name

Title

Date

CITY OF GLYNDON
Expenditure Budget Worksheet 2 - 2024

Account Descr	2024 Budget	2023 Budget	2023 YTD Amt	2022 Amt	Comment
101 GENERAL FUND					
E 101-41000-100 Salaries	\$26,541.00	\$24,790.00	\$15,238.08	\$23,113.48	33.3% Clerk
E 101-41000-101 Full-Time Hourly	\$8,780.00	\$8,550.00	\$4,758.48	\$7,051.36	10% Assist/Clean CH&PD-Elisha
E 101-41000-102 Full-Time Hourly/Overtime	\$200.00	\$200.00	\$10.09	\$31.38	10% Admin Assistant
E 101-41000-104 Council Members	\$16,800.00	\$16,800.00	\$9,000.00	\$14,550.00	150/meeting+12 Spec Mts
E 101-41000-105 Mayor	\$6,000.00	\$6,000.00	\$3,850.00	\$5,700.00	200/meeting+24 Spec Mts
E 101-41000-111 Other - EB Uses this Account	\$2,200.00	\$0.00	\$0.00	\$2,110.28	Election Judges & Meals
E 101-41000-121 PERA	\$3,810.00	\$3,750.00	\$2,001.19	\$3,074.82	Council 5% - Employee 7.5%
E 101-41000-122 FICA	\$4,930.00	\$4,860.00	\$2,796.19	\$4,798.54	All 7.65%
E 101-41000-130 Employer Paid Premium Health	\$0.00	\$0.00	\$5,358.08	\$0.00	Transfer Twice a Year July/Dec
E 101-41000-132 Employer Paid Benefit Payout	\$6,000.00	\$6,000.00	\$3,692.32	\$5,999.76	Wendy Cap at \$500.00 - Ins Reimbursement
E 101-41000-133 Employer Paid Vision Coverage	\$627.00	\$627.00	\$220.32	\$367.20	\$6.12 Eye Insurance (8 1/2)
E 101-41000-134 Employer Paid Life Insurance	\$510.00	\$510.00	\$295.00	\$500.60	\$25,000 Life Coverage (8 1/2)
E 101-41000-135 Employer Paid Health Savings	\$0.00	\$0.00	\$2,000.00	\$0.00	Transfer Twice a Year July/Dec
E 101-41000-142 Unemployment Benefit Payments	\$0.00	\$0.00	\$7,450.88	\$3,494.90	Unemployment (Luke's)
E 101-41000-151 LOMC-Workers Comp Insurance	\$40,000.00	\$45,000.00	\$35,442.00	\$47,700.00	LOMC Workmans Comp (2018 Claim)
E 101-41000-200 Office Supplies	\$2,300.00	\$2,100.00	\$1,986.09	\$1,910.39	Office Supplies
E 101-41000-207 Computer Technology	\$3,300.00	\$2,900.00	\$2,397.62	\$1,667.07	702 IT Bill - Server-1/3 1/3 1/3
E 101-41000-208 General Training	\$2,000.00	\$2,000.00	\$1,861.84	\$1,804.77	Conferences/Educa Classes
E 101-41000-210 Operating Supplies	\$2,400.00	\$2,400.00	\$2,049.34	\$1,811.11	Operating Supplies
E 101-41000-270 Abatement Expense	\$0.00	\$0.00	\$0.00	\$55,506.05	Prop/House Abatement Expenses
E 101-41000-300 Professional Services	\$17,000.00	\$17,000.00	\$9,224.87	\$13,868.11	Inspector,Drown,Website,Loffler Security
E 101-41000-301 Auditing/Accounting Services	\$27,000.00	\$24,100.00	\$26,065.00	\$23,589.00	Eide Bailey/C County Assessment fee
E 101-41000-302 2-Year Tax Abatement Fee	\$12,000.00	\$10,000.00	\$0.00	\$7,857.78	Pay County for New Homes 2yr Abatement
E 101-41000-304 Legal Fees	\$20,000.00	\$25,000.00	\$7,248.50	\$12,105.00	Attorney/Norman/Pemberton
E 101-41000-305 Criminal Legal Fees-Moorhead	\$11,195.00	\$11,195.00	\$11,085.04	\$10,758.36	Prosecuting Attorneys
E 101-41000-307 Building Inspector 50% Fee	\$5,000.00	\$5,000.00	\$4,986.93	\$5,752.35	50% of Permits to Building Inspector
E 101-41000-308 Building State Surcharge	\$2,000.00	\$2,000.00	\$522.40	\$4,652.47	State Permit Surcharge Fee
E 101-41000-321 Telephone	\$2,400.00	\$2,800.00	\$1,321.68	\$2,589.43	Separated Each Dept 2022
E 101-41000-322 Postage	\$100.00	\$100.00	\$94.00	\$84.00	Box Fee/Misc Mailings
E 101-41000-331 Travel/Mileage Expense	\$1,000.00	\$1,000.00	\$641.81	\$841.78	Bank, Post Office, Misc
E 101-41000-333 ARPA Funds from COVID-19	\$0.00	\$0.00	\$58,736.74	\$0.00	ARPA-WTP Generator/Squad/Fire
E 101-41000-340 Advertising	\$1,000.00	\$1,000.00	\$1,100.00	\$1,031.31	Gateway Ad - Hwy 10 Sign
E 101-41000-351 Legal Notice Publication	\$1,200.00	\$1,600.00	\$871.00	\$913.00	Legal Notices/Public Hearings
E 101-41000-361 General Liability Insurance	\$100.00	\$100.00	\$100.00	\$100.00	CNA Surety-Utility Permit Renewal
E 101-41000-381 Xcel-Electric/Gas Bill	\$35,000.00	\$34,000.00	\$27,530.44	\$32,107.96	All General
E 101-41000-383 Red River Co-Op	\$12,000.00	\$12,000.00	\$6,129.33	\$10,535.65	All Departments/City
E 101-41000-401 Repairs/Maintenance Buildings	\$14,000.00	\$14,000.00	\$2,250.62	\$6,287.23	City/Maint/Police-No Fire/Water/Sewer/CC
E 101-41000-413 Office Equipment Rental	\$6,600.00	\$6,400.00	\$3,516.59	\$5,983.40	Copy Machine Lease - City Hall
E 101-41000-433 Dues and Subscriptions	\$2,000.00	\$1,900.00	\$721.20	\$1,885.77	Dues & Subscriptions

Account Descr	2024 Budget	2023 Budget	YTD Amt	2022 Amt	Comment
E 101-41000-434 Awards and Indemnities	\$0.00	\$0.00	\$44.76	\$202.80	Former Council Recognition
E 101-41000-560 Furniture and Fixtures	\$700.00	\$700.00	\$0.00	\$561.86	2022 Phones / 2021 Desk
E 101-41000-610 Interest - EB	\$0.00	\$0.00	\$0.00	\$0.00	EB Uses
E 101-41000-622 LOMC General/Liability Ins.	\$54,000.00	\$52,000.00	\$51,669.00	\$48,583.00	Ins. Policies Bldgs/Vehicles
E 101-41000-623 LOMC Membership Dues/Trainin	\$3,500.00	\$3,500.00	\$953.49	\$2,713.04	Dues & New Council Training
E 101-41000-624 BANYON	\$1,300.00	\$1,300.00	\$1,036.66	\$1,144.66	Software Support
E 101-41000-628 Donation Reimbursements	\$0.00	\$0.00	\$0.00	\$0.00	Donation Reimbursement
E 101-41000-630 City Specials Principal	\$4,816.00	\$4,500.00	\$2,408.00	\$4,648.00	Sp Ass - City Property
E 101-41000-631 City Specials Interest	\$2,600.00	\$2,800.00	\$1,204.00	\$2,576.00	Sp Ass Interest - City Property
E 101-41000-635 Miscellaneous Income/Expense	\$0.00	\$0.00	\$0.00	-\$748.00	Misc Income/Expense
E 101-41000-637 Bank Fees/Penalties	\$320.00	\$320.00	\$140.00	\$313.18	Bank/Penalty Fees
E 101-41000-663 Transfer In/Out - EB	\$0.00	\$0.00	\$0.00	\$0.00	EB Uses
E 101-41000-665 Glyndon Days/Ice Cr Social	\$6,000.00	\$6,000.00	\$9,780.40	\$9,262.00	Glyndon Days/Ice Cream Donations
E 101-42000-100 Salaries	\$103,440.00	\$96,616.00	\$59,456.00	\$90,168.00	Police Chief
E 101-42000-102 Full-Time Hourly/Overtime	\$211,461.00	\$209,610.00	\$107,524.18	\$165,247.60	Full-time Officers/TZD/Holiday(\$12,000)
E 101-42000-103 Part-Time Employees	\$14,000.00	\$14,000.00	\$6,950.44	\$10,465.83	Part-time Employees
E 101-42000-106 Stipend Pay	\$12,000.00	\$12,077.00	\$7,432.00	\$11,271.00	5hrs/wk x \$46.45 (260 hrs)
E 101-42000-121 PERA	\$58,664.00	\$58,000.00	\$31,392.35	\$47,988.49	PERA 17.7%
E 101-42000-122 FICA	\$6,100.00	\$6,100.00	\$3,060.80	\$4,667.57	No SS for Full Time Officers-1.45%
E 101-42000-130 Employer Paid Premium Health	\$36,741.12	\$41,334.00	\$18,370.56	\$35,844.96	\$765.44 Health Ins (4) Police
E 101-42000-135 Employer Paid Health Savings	\$12,000.00	\$13,500.00	\$6,000.00	\$12,000.00	\$3000 Bremer HS (4) Police
E 101-42000-136 Employer Paid Dental Coverage	\$1,396.80	\$1,575.00	\$931.20	\$0.00	\$29.10 ea (4) Police
E 101-42000-170 Special Purch/Other Equip	\$13,000.00	\$13,000.00	\$10.92	\$10,315.48	Watch Guard/Radar/Guns/Body Cams/Taser
E 101-42000-200 Office Supplies	\$2,000.00	\$2,500.00	\$215.00	\$888.55	MISC Supplies
E 101-42000-201 Uniforms	\$5,000.00	\$5,000.00	\$996.72	\$3,025.24	\$600.00 per union contract
E 101-42000-207 Computer Technology	\$4,400.00	\$4,400.00	\$0.00	\$0.00	Computer Equipment
E 101-42000-208 General Training	\$8,000.00	\$8,000.00	\$3,657.90	\$5,624.93	Train/Ammo/Travel-RO
E 101-42000-210 Operating Supplies	\$7,000.00	\$7,000.00	\$3,132.70	\$6,303.05	Misc/Siren1600/PBT/Lidar/WVG Cloud 1500
E 101-42000-211 Vehicle Repair/Maintenance	\$8,000.00	\$8,000.00	\$1,896.28	\$7,110.80	Wash/Repairs/Tires
E 101-42000-212 Motor Fuels	\$20,000.00	\$20,000.00	\$9,994.76	\$16,387.58	Gas
E 101-42000-300 Professional Services	\$8,600.00	\$8,600.00	\$3,502.17	\$4,580.19	702/BCA/Eval/Medical/Trans
E 101-42000-319 Cell Phone	\$2,000.00	\$2,000.00	\$1,315.96	\$2,479.16	Cell Phones (4)
E 101-42000-320 Air Cards Squad WiFi	\$2,500.00	\$2,500.00	\$1,560.40	\$2,071.98	Squad Wi Fi
E 101-42000-321 Telephone	\$1,850.00	\$1,850.00	\$1,251.15	\$1,859.71	Telephone - Office
E 101-42000-324 New World	\$24,000.00	\$24,000.00	\$19,315.26	\$20,170.52	RR Dispatch Services/Part Fires&Rescue
E 101-42000-413 Office Equipment Rental	\$1,200.00	\$1,200.00	\$700.00	\$1,200.00	Copy Machine Lease - \$100 @ month
E 101-42000-490 Community Outreach Donations	\$500.00	\$500.00	\$2,610.96	\$1,564.19	Picnic/ShopCop Donations-RO
E 101-42000-512 Misc Income/Expense	\$0.00	\$0.00	\$0.00	\$0.00	Auction Charges/Donation Purchases
E 101-42000-550 Motor Vehicles	\$0.00	\$30,000.00	\$24,469.95	\$47,397.04	Squad Purchase
E 101-42000-627 Police Dept Escrow - RO	\$13,500.00	\$13,500.00	\$0.00	\$0.00	Escrow Transfer-RO
E 101-43000-210 Operating Supplies	\$3,500.00	\$3,500.00	\$1,783.37	\$4,013.21	Mats/Mops/Misc at Community Center
E 101-43000-220 Repair/Maintenance Supplies	\$0.00	\$0.00	\$0.00	\$0.00	Delete 2022

Account Descr	2024 Budget	2023 Budget	YTD Amt	2022 Amt	Comment
E 101-43000-227 Utility Maintenance Supplies	\$0.00	\$0.00	\$0.00	\$0.00	Delete/Combined with 101-43000-210
E 101-43000-280 Community Center Enforcement	\$300.00	\$300.00	\$0.00	\$232.00	ASP Security Company
E 101-43000-321 Telephone	\$600.00	\$500.00	\$321.15	\$0.00	Telephone
E 101-43000-381 Xcel-Electric/Gas Bill	\$14,000.00	\$13,000.00	\$10,290.62	\$12,789.19	Community Center Elec/Gas
E 101-43000-401 Repairs/Maintenance Buildings	\$0.00	\$0.00	\$430.00	\$624.00	Use Escrow Funds if Needed
E 101-47000-200 Office Supplies	\$150.00	\$150.00	\$21.49	\$22.89	Maintenance Dept
E 101-47000-209 Safety Equipment/Training	\$1,000.00	\$0.00	\$0.00	\$0.00	Safety Equip/Training
E 101-47000-210 Operating Supplies	\$8,000.00	\$9,000.00	\$2,986.46	\$9,883.11	Merged 220/221
E 101-47000-211 Vehicle Repair/Maintenance	\$9,000.00	\$6,000.00	\$6,740.64	\$18,153.68	Repairs/Wash/Tires-1/2 1/4 1/4
E 101-47000-212 Motor Fuels	\$8,000.00	\$5,600.00	\$6,486.81	\$6,240.69	Mowers/Plow/Tractor
E 101-47000-216 Chemicals and Chem Products	\$3,000.00	\$4,200.00	\$471.64	\$1,206.71	Spraying weeds ourselves
E 101-47000-218 Mosquito Spraying - RO	\$3,000.00	\$7,000.00	\$48.99	\$2,811.00	Mosquito Spray/Aerial-RO
E 101-47000-219 Forestry - RO	\$7,000.00	\$2,600.00	\$2,400.00	\$3,600.00	Trees-RO
E 101-47000-224 Street Maintenance Materials	\$17,000.00	\$14,000.00	\$5,636.46	\$15,181.98	Class 5/Pot Hole Filler/Sweeping Streets
E 101-47000-225 Landscaping Materials	\$2,000.00	\$2,000.00	\$1,514.18	\$1,964.05	Flowers/Landscaping
E 101-47000-228 Street Seal Coating - RO	\$16,000.00	\$16,000.00	\$0.00	\$63,042.00	Seal Coat-RO
E 101-47000-300 Professional Services	\$5,200.00	\$5,200.00	\$2,450.00	\$17,813.25	Snow/Permits/Sign/Banners
E 101-47000-321 Telephone	\$870.00	\$870.00	\$476.84	\$742.30	Telephone - Office
E 101-47000-550 Motor Vehicles	\$100.00	\$0.00	\$0.00	\$96.25	Tabs - some every other year 2022
E 101-47000-629 Maintenance Escrow - RO	\$13,500.00	\$13,500.00	\$3,150.00	\$0.00	Snow Pusher - Loader Below
E 101-47000-633 Parks - Yearly Repairs	\$6,000.00	\$6,000.00	\$1,753.72	\$3,873.61	Repair/Maintaining/Wood Chips
E 101-47000-636 Park Equipment - RO	\$15,000.00	\$15,000.00	\$0.00	\$11,640.00	Replacing Equipment (Swing) - RO
E 101-47000-651 Equipment Purchases	\$0.00	\$0.00	\$0.00	\$49,934.00	L85 Bobcat Loader (\$89,598.32)
E 101-51000-601 Debt Srv Bond Principal - EB	\$0.00	\$0.00	\$0.00	\$24,000.00	EB Uses
E 101-51000-611 Debt Srv Bond Interest	\$0.00	\$0.00	\$0.00	\$1,418.00	EB Uses
E 101-51000-671 Stockwood Sp Assessment Expe	\$4,500.00	\$4,500.00	\$2,176.00	\$4,352.00	4 Lots Left/Need Road/Water & Sewer
E 101-61000-651 Equipment Purchases	\$0.00	\$0.00	\$0.00	\$0.00	EB Uses
101 GENERAL FUND	\$1,084,301.92	\$1,110,584.00	\$694,676.01	\$1,153,656.64	
201 WATER FUND					
E 201-44000-100 Salaries	\$65,011.00	\$57,700.00	\$34,110.93	\$53,802.83	33% Clerk/50% Supervisor
E 201-44000-101 Full-Time Hourly	\$54,143.00	\$57,000.00	\$30,565.31	\$53,557.76	50% Maint/45% Admin/Part-time 6,000
E 201-44000-102 Full-Time Hourly/Overtime	\$1,500.00	\$1,500.00	\$45.38	\$284.73	Ty/Heather
E 201-44000-106 Stipend Pay	\$0.00	\$4,120.00	\$1,249.39	\$3,838.90	No more Stipend
E 201-44000-121 PERA	\$8,600.00	\$8,400.00	\$4,696.92	\$7,468.63	PERA 7.5%
E 201-44000-122 FICA	\$9,300.00	\$9,300.00	\$5,047.11	\$8,528.91	FICA 7.65%
E 201-44000-130 Employer Paid Premium Health	\$13,778.00	\$13,778.00	\$6,506.24	\$13,215.47	\$765.44-1/2 water (3) Andy, Ty, Heather
E 201-44000-135 Employer Paid Health Savings	\$6,000.00	\$6,000.00	\$2,875.00	\$5,875.00	HS Bremer \$3000 (4) 1/2 water
E 201-44000-136 Employer Paid Dental Coverage	\$525.00	\$525.00	\$218.25	\$0.00	\$29.10 x 3 - 1/2 Water
E 201-44000-200 Office Supplies	\$600.00	\$600.00	\$591.21	\$753.47	Billing Paper/Envelopes
E 201-44000-201 Uniforms	\$600.00	\$500.00	\$281.26	\$520.89	\$400 each-(2) 1/2 Water-W & H \$100 - Shirts
E 201-44000-207 Computer Technology	\$3,300.00	\$2,900.00	\$2,542.63	\$1,649.04	702 IT Bill / Server-1/3 1/3 1/3

Account Descr	2024 Budget	2023 Budget	2023 YTD Amt	2022 Amt	Comment
E 201-44000-208 General Training	\$2,500.00	\$1,000.00	\$169.50	\$0.00	Training/Mileage/Food/Motel
E 201-44000-209 Safety Equipment/Training	\$1,000.00	\$0.00	\$0.00	\$0.00	Safety Equip/Training
E 201-44000-210 Operating Supplies	\$10,000.00	\$10,000.00	\$3,493.13	\$10,843.05	Merged 220/221
E 201-44000-211 Vehicle Repair/Maintenance	\$3,000.00	\$3,000.00	\$632.19	\$0.00	Repairs/Wash/Tires 1/2 1/4 1/4
E 201-44000-212 Motor Fuels	\$5,000.00	\$5,000.00	\$2,175.51	\$4,679.98	Gas
E 201-44000-216 Chemicals and Chem Products	\$12,000.00	\$12,000.00	\$6,462.56	\$10,846.35	Hawkins/Hach
E 201-44000-220 Repair/Maintenance Supplies	\$0.00	\$0.00	\$0.00	\$0.00	Delete
E 201-44000-300 Professional Services	\$30,000.00	\$30,000.00	\$37,545.68	\$85,721.23	Water Testing/Hydrant Repairs
E 201-44000-319 Cell Phone	\$700.00	\$700.00	\$407.59	\$751.19	Reimburse Employee\$45/Mifi \$120 Yr
E 201-44000-322 Postage	\$2,300.00	\$2,300.00	\$1,913.20	\$2,145.95	Billing Stamps/Samples
E 201-44000-331 Travel/Mileage Expense	\$0.00	\$1,000.00	\$391.25	\$0.00	Training-Delete combined in 208
E 201-44000-381 Xcel-Electric/Gas Bill	\$13,000.00	\$13,000.00	\$7,338.68	\$11,717.18	Elec/Gas
E 201-44000-401 Repairs/Maintenance Buildings	\$5,000.00	\$4,000.00	\$267.79	\$11,549.96	WTP Isolation Valve in 2022
E 201-44000-402 Infrastructure Repairs	\$3,500.00	\$0.00	\$0.00	\$0.00	Hydrants/Parts
E 201-44000-403 Water & Yard Meters	\$8,000.00	\$8,000.00	\$12,375.49	\$11,651.17	New Meters/\$2500.00 Support
E 201-44000-405 Depreciation (GENERAL)	\$0.00	\$0.00	\$0.00	\$116,868.00	EB Uses
E 201-44000-411 Land Rental	\$710.00	\$646.00	\$645.43	\$586.75	BNSF Lease Under Tracks
E 201-44000-415 Generator Lease - Water Dept	\$0.00	\$6,543.89	\$6,543.89	\$563.89	Pd Off-Generator Water Treatment Plant
E 201-44000-417 Well Head Certificate	\$0.00	\$0.00	\$0.00	\$0.00	Every 10 Yrs 2015 (2025)
E 201-44000-550 Motor Vehicles	\$0.00	\$0.00	\$0.00	\$0.00	If Vehicle is Purchased 1/2 Water
E 201-44000-611 Debt Srv Bond Interest	\$0.00	\$0.00	\$0.00	\$0.00	Inactive was 2014B WT Interest
E 201-44000-624 BANYON	\$1,300.00	\$1,300.00	\$1,036.67	\$1,144.67	Software Support
E 201-44000-635 Miscellaneous Income/Expense	\$0.00	\$0.00	\$0.00	\$0.00	EB
E 201-44000-640 Tower Const & Maintenance	\$4,000.00	\$4,000.00	\$0.00	\$3,500.00	Tower Maint - 2025 - RO
E 201-44000-641 2021A Bond Payment (2014B)	\$0.00	\$0.00	\$0.00	\$0.00	Inactive was 2014B WT Principle
E 201-44000-663 Transfer In/Out - EB	\$0.00	\$0.00	\$0.00	\$0.00	EB Uses
E 201-58000-601 Debt Srv Bond Principal - EB	\$0.00	\$0.00	\$0.00	-\$0.22	Pd Off - 2002 PFA Bond dw01
E 201-58000-611 Debt Srv Bond Interest	\$0.00	\$0.00	\$0.00	\$1,286.88	Pd Off - 2002 PFA Interest dw01
E 201-66000-611 Debt Srv Bond Interest	\$870.00	\$930.00	\$930.00	\$990.00	2018 PFA Looping Interest dw02
E 201-66000-690 Water Looping Project	\$6,000.00	\$6,000.00	\$6,000.00	\$0.00	2018 PFA Looping dw02
E 201-67000-601 Debt Srv Bond Principal - EB	\$44,221.00	\$0.00	\$0.00	\$0.00	2019A Parke Ave-Water Revenue Portion of Bon
E 201-68000-601 Debt Srv Bond Principal - EB	\$74,000.00	\$72,000.00	\$72,000.00	\$0.00	2021A Refund Principle WT
E 201-68000-606 Issuance Expenses for Bonds	\$0.00	\$0.00	\$0.00	\$5,000.00	2021A Refund Principle WT
E 201-68000-611 Debt Srv Bond Interest	\$12,181.00	\$16,323.00	\$12,649.00	\$17,054.88	2021A Refund Interest WT
201 WATER FUND	\$402,639.00	\$360,065.89	\$261,707.19	\$446,396.54	
301 SEWER FUND					
E 301-44000-100 Salaries	\$65,011.00	\$57,700.00	\$34,156.67	\$53,872.25	33% Clerk/50% Supervisor
E 301-44000-101 Full-Time Hourly	\$54,143.00	\$57,000.00	\$30,565.31	\$53,557.75	50% Maint/45% Admin Ass/Part-time 6,000.
E 301-44000-102 Full-Time Hourly/Overtime	\$1,500.00	\$1,500.00	\$45.38	\$284.73	Ty/Heather
E 301-44000-106 Stipend Pay	\$0.00	\$4,120.00	\$1,249.39	\$3,838.90	No Stipend Pay
E 301-44000-121 PERA	\$8,600.00	\$8,400.00	\$4,700.25	\$7,474.34	PERA 7.5%

Account Descr	2024 Budget	2023 Budget	2023 YTD Amt	2022 Amt	2022 Comment
E 301-44000-122 FICA	\$9,300.00	\$9,300.00	\$5,050.28	\$8,533.44	FICA 7.65%
E 301-44000-130 Employer Paid Premium Health	\$13,778.00	\$13,778.00	\$6,506.24	\$13,215.46	\$765.44-1/2 Sewer (3) Andy, Ty, Heather
E 301-44000-135 Employer Paid Health Savings	\$6,000.00	\$6,000.00	\$2,875.00	\$5,875.00	HS Bremer \$3000-(4)1/2 Sewer
E 301-44000-136 Employer Paid Dental Coverage	\$525.00	\$525.00	\$218.25	\$0.00	\$29.10 mo x 3 - 1/2 Sewer
E 301-44000-200 Office Supplies	\$600.00	\$500.00	\$477.78	\$431.76	Billing Paper/Envelopes
E 301-44000-201 Uniforms	\$600.00	\$500.00	\$281.26	\$520.91	\$400ea-(2)1/2 Sewer-W & H \$100 - Shirts
E 301-44000-207 Computer Technology	\$3,300.00	\$2,900.00	\$2,542.64	\$1,649.08	702 IT Bill / Server 1/3 1/3 1/3
E 301-44000-208 General Training	\$2,500.00	\$1,000.00	\$137.50	\$0.00	New 2021 Training/Mileage/Food/Motel
E 301-44000-209 Safety Equipment/Training	\$1,000.00	\$0.00	\$0.00	\$0.00	Safety Equip/Training
E 301-44000-210 Operating Supplies	\$6,000.00	\$6,000.00	\$1,163.44	\$5,622.88	Merged 220/227
E 301-44000-211 Vehicle Repair/Maintenance	\$3,000.00	\$3,000.00	\$909.96	\$0.00	Repairs/Wash/Tires 1/2 1/4 1/4
E 301-44000-212 Motor Fuels	\$5,000.00	\$5,000.00	\$2,175.60	\$4,680.12	Gas
E 301-44000-216 Chemicals and Chem Products	\$4,000.00	\$3,800.00	\$2,922.18	\$1,264.88	BlueBook USA Invoices
E 301-44000-300 Professional Services	\$20,000.00	\$20,000.00	\$6,869.45	\$52,300.45	RMB Testing/Lift Station/Beavers
E 301-44000-319 Cell Phone	\$700.00	\$700.00	\$407.42	\$751.31	Reimburse Employees\$45.00/Mifi \$120 yr
E 301-44000-322 Postage	\$2,300.00	\$2,200.00	\$1,890.00	\$2,030.00	Billing Stamps
E 301-44000-331 Travel/Mileage Expense	\$0.00	\$900.00	\$391.28	\$0.00	Training-Delete combined in 208
E 301-44000-381 Xcel-Electric/Gas Bill	\$8,000.00	\$10,000.00	\$2,410.20	\$7,745.74	Lift Stations - Xcel
E 301-44000-383 Red River Co-Op	\$5,500.00	\$6,000.00	\$2,074.90	\$4,685.37	Lift Stations - RRVC
E 301-44000-401 Repairs/Maintenance Buildings	\$2,500.00	\$0.00	\$0.00	\$0.00	Fencing at Ponds
E 301-44000-405 Depreciation (GENERAL)	\$0.00	\$0.00	\$0.00	\$71,623.00	EB Uses
E 301-44000-410 Rentals (GENERAL)	\$5,000.00	\$0.00	\$0.00	\$0.00	Equipment Rental/Ditching/Ponds
E 301-44000-411 Land Rental	\$11,700.00	\$10,711.00	\$10,572.38	\$9,736.48	BNSF Lease Underground
E 301-44000-510 Water Shed District-BRRWD	\$15,601.00	\$11,601.00	\$5,815.20	\$4,030.42	Project #51 & #82 - Ditch 68 & East Tributary
E 301-44000-550 Motor Vehicles	\$0.00	\$0.00	\$0.00	\$0.00	If Vehicle is Purchased - 1/2 Sewer
E 301-44000-624 BANYON	\$1,300.00	\$1,300.00	\$1,036.67	\$1,144.67	Software Support
E 301-44000-651 Equipment Purchases	\$0.00	\$0.00	\$0.00	\$0.00	L85 Bobcat Loader (89,598.32)
E 301-44000-663 Transfer In/Out - EB	\$0.00	\$0.00	\$0.00	\$0.00	EB Uses
E 301-56000-601 Debt Srv Bond Principal - EB	\$55,000.00	\$54,000.00	\$54,000.00	\$0.00	2010B PFA cw02
E 301-56000-611 Debt Srv Bond Interest	\$4,345.00	\$4,933.00	\$4,933.18	\$5,309.24	2010B PFA Interest cw02
E 301-67000-601 Debt Srv Bond Principal - EB	\$13,953.00	\$0.00	\$0.00	\$0.00	2019A Parke Ave-Sewer Revenue for Bond
301 SEWER FUND	\$330,756.00	\$303,368.00	\$186,377.81	\$320,178.18	
401 GARBAGE & RECYCLING FUND					
E 401-41000-103 Part-Time Employees	\$4,000.00	\$4,350.00	\$1,929.31	\$3,829.54	County Reimburses the City
E 401-41000-121 PERA	\$0.00	\$330.00	\$0.00	\$0.00	No - Does not make enough
E 401-41000-122 FICA	\$330.00	\$335.00	\$147.59	\$292.90	County Reimburses the City
E 401-41000-210 Operating Supplies	\$300.00	\$300.00	\$236.77	\$42.25	County Reimburses the City
E 401-41000-384 Refuse/Garbage Disposal	\$157,000.00	\$157,000.00	\$102,299.46	\$155,050.21	Garbage/Recycling/Compost Hauling
E 401-41000-385 Clean Up Week	\$12,000.00	\$13,000.00	\$11,145.85	\$11,703.70	Clean-up Week
E 401-41000-386 Compost - City of Moorhead	\$4,200.00	\$4,200.00	\$1,167.72	\$4,118.58	City of Moorhead Invoices
E 401-41000-635 Miscellaneous Income/Expense	\$0.00	\$0.00	\$0.00	\$2,388.00	EB Uses

Account Descr	2024 Budget	2023 Budget	2023 YTD Amt	2022 Amt	Comment
401 GARBAGE & RECYCLING FUND	\$0.00	\$179,515.00	\$116,926.70	\$6,171.53	L85 Bobcat Loader (\$89,598.32)
501 FIRE & RESCUE FUND	\$177,830.00	\$179,515.00	\$116,926.70	\$183,596.71	
E 501-45000-110 Other Pay (GENERAL)	\$12,000.00	\$12,450.00	\$0.00	\$11,007.50	Fire & Rescue Payroll
E 501-45000-122 FICA	\$1,000.00	\$1,100.00	\$0.00	\$949.97	FICA 7.65%
E 501-45000-124 Fire Pension Contributions	\$23,000.00	\$21,200.00	\$23,437.87	\$22,516.90	Fire Relief Association 2020
E 501-45000-153 Charges for Standby Services	\$2,100.00	\$2,160.00	\$0.00	\$1,410.00	Race Park Hours
E 501-45000-200 Office Supplies	\$800.00	\$1,000.00	\$202.59	\$254.40	Fire
E 501-45000-201 Uniforms	\$10,150.00	\$10,150.00	\$2,984.43	\$10,356.90	Uniforms
E 501-45000-206 State Training (Refunded Cost)	\$2,500.00	\$2,500.00	\$5,926.00	\$1,715.00	Training Reimbursement-Brock
E 501-45000-208 General Training	\$1,800.00	\$2,600.00	\$686.96	\$1,000.00	Fire
E 501-45000-211 Vehicle Repair/Maintenance	\$7,500.00	\$7,000.00	\$4,082.64	\$3,229.80	Fire
E 501-45000-212 Motor Fuels	\$2,400.00	\$1,600.00	\$1,159.94	\$2,161.01	Fire
E 501-45000-300 Professional Services	\$1,900.00	\$1,400.00	\$901.81	\$1,791.47	SCBA Testing/Air Quality Materials
E 501-45000-321 Telephone	\$1,400.00	\$1,400.00	\$824.94	\$1,259.54	Fire
E 501-45000-323 Radio Units	\$1,500.00	\$1,000.00	\$245.00	\$0.00	ARMER Radio
E 501-45000-401 Repairs/Maintenance Buildings	\$6,250.00	\$6,000.00	\$1,062.97	\$13,060.86	Sanford Rent-\$500 @ month
E 501-45000-433 Dues and Subscriptions	\$1,400.00	\$1,875.00	\$1,036.50	\$1,143.50	Fire
E 501-45000-435 Books and Pamphlets	\$400.00	\$400.00	\$0.00	\$0.00	Fire
E 501-45000-580 Other Equipment	\$6,400.00	\$6,400.00	\$3,462.98	\$8,324.31	Fire
E 501-45000-626 Fire Dept Escrow - RO	\$0.00	\$0.00	\$0.00	\$0.00	Escrow Rollover
E 501-45000-635 Miscellaneous Income/Expense	\$0.00	\$0.00	\$5,215.00	\$0.00	5,000 Crystal Sugar Donation/Helmets
E 501-45000-638 Mutual Aid Reimbursement	\$0.00	\$0.00	\$0.00	\$900.00	Mutual Aid Help
E 501-46000-200 Office Supplies	\$0.00	\$0.00	\$0.00	\$0.00	Rescue
E 501-46000-201 Uniforms	\$400.00	\$400.00	\$0.00	\$522.00	Rescue
E 501-46000-208 General Training	\$1,800.00	\$1,800.00	\$0.00	\$0.00	Rescue
E 501-46000-211 Vehicle Repair/Maintenance	\$1,600.00	\$1,600.00	\$0.00	\$141.51	Rescue
E 501-46000-212 Motor Fuels	\$900.00	\$900.00	\$717.01	\$1,041.52	Rescue
E 501-46000-300 Professional Services	\$0.00	\$0.00	\$0.00	\$0.00	Rescue
E 501-46000-323 Radio Units	\$0.00	\$0.00	\$0.00	\$0.00	Rescue
E 501-46000-433 Dues and Subscriptions	\$0.00	\$0.00	\$0.00	\$0.00	Rescue
E 501-46000-580 Other Equipment	\$2,000.00	\$2,000.00	\$1,614.89	\$2,483.91	Rescue
501 FIRE & RESCUE FUND	\$89,200.00	\$86,935.00	\$53,561.53	\$85,270.10	
601 PROJECTS FUND - BONDS					
E 601-41000-635 Miscellaneous Income/Expense	\$0.00	\$0.00	\$0.00	\$0.00	EB Uses-418 2nd St Purchase
E 601-54000-601 Debt Srv Bond Principal - EB	\$0.00	\$0.00	\$0.00	\$0.00	Delete 2022
E 601-55500-601 Debt Srv Bond Principal - EB	\$62,000.00	\$50,000.00	\$0.00	\$49,160.92	Bayer/Monsanto TIF - 2025
E 601-55500-666 Township Payments	\$0.00	\$0.00	\$0.00	\$0.00	Delete 2022
E 601-61000-601 Debt Srv Bond Principal - EB	\$185,000.00	\$180,000.00	\$180,000.00	\$195,000.00	2014A Bond/Skwd/2004 Bond/Equip/C Hall/St
E 601-61000-611 Debt Srv Bond Interest	\$11,250.00	\$16,650.00	\$13,950.00	\$19,087.50	2014A Interest/Northland Trust

Account Descr	2024 Budget	2023 Budget	2023 YTD Amt	2022 Amt	Comment
E 601-61100-601 Debt Srv Bond Principal - EB	\$0.00	\$0.00	\$0.00	\$0.00	EB Uses
E 601-65000-611 Debt Srv Bond Interest	\$80,169.00	\$82,969.00	\$81,568.76	\$84,863.76	2017A Interest Southview
E 601-65000-680 2017A Bond Southview Addition	\$145,000.00	\$140,000.00	\$140,000.00	\$140,000.00	2017A Southview Bond - Kelly Richards
E 601-67000-601 Debt Srv Bond Principal - EB	\$0.00	\$0.00	\$0.00	\$70,000.00	EB Uses
E 601-67000-611 Debt Srv Bond Interest	\$120,975.00	\$122,575.00	\$121,775.02	\$123,275.02	2019A Interest Parke Ave
E 601-67000-663 Transfer In/Out - EB	\$0.00	\$0.00	\$0.00	\$0.00	EB Uses
E 601-67000-700 2019A Parke Avenue	\$66,826.00	\$80,000.00	\$80,000.00	\$58,183.84	2019A Parke Ave-Water/Sewer Revenues for Pa
601 PROJECTS FUND - BONDS	\$671,220.00	\$672,194.00	\$617,293.78	\$739,571.04	
603 TAX ABATEMENT NOTE FUND 2016A					
E 603-63000-500 Capital Outlay (GENERAL)	\$0.00	\$26,585.00	\$25,573.75	-\$0.50	2016A Bond Tax Abatement (paid)
603 TAX ABATEMENT NOTE FUND 2016A	\$0.00	\$26,585.00	\$25,573.75	-\$0.50	
801 MN DOT RD REPAIR-RECONST ASST					
E 801-41000-664 Bridge/Street Repair - RO	\$10,000.00	\$10,000.00	\$0.00	\$20,185.50	MN DOT Aid-RO-Parke/Hwy 10
801 MN DOT RD REPAIR-RECONST ASST	\$10,000.00	\$10,000.00	\$0.00	\$20,185.50	
	\$2,765,946.92	\$2,749,246.89	\$1,956,116.77	\$2,948,854.21	

CITY OF GLYNDON
Revenue Budget Worksheet 2 - 2024

Account Descr	2024 Budget	2023 Budget	2023 YTD Amt	2022 Amt	Comment
101 GENERAL FUND					
R 101-41000-31000 General Property Taxes	\$307,700.00	\$307,700.00	\$160,906.72	\$301,187.79	General Property Taxes/Levy
R 101-41000-31005 Stockwood Revenue	\$108,500.00	\$108,500.00	\$66,923.95	\$112,909.59	Stockwood Specials Pd/Selling Lots
R 101-41000-31020 Delinquent Taxes	\$5,000.00	\$5,000.00	\$5,564.16	\$9,743.38	Delinq Gen Prop Taxes
R 101-41000-32000 Tickets / Permits / Licenses	\$700.00	\$700.00	\$630.00	\$1,055.00	Burning/ATV/Snowmobile/Parking Fines
R 101-41000-32110 Liquor License/Permit	\$4,600.00	\$4,600.00	\$3,000.00	\$5,210.00	Hill & Morty's Liquor License
R 101-41000-32210 Building Permits	\$9,000.00	\$12,000.00	\$6,506.35	\$14,148.72	50% Goes to Building Inspector
R 101-41000-32215 Building Permit State Surchar	\$1,200.00	\$1,600.00	\$1,061.30	\$1,713.18	State Surcharge from Building Permits
R 101-41000-32240 Animal Licenses	\$300.00	\$400.00	\$216.00	\$518.00	Pet Tags/Danger Dog \$500
R 101-41000-32270 Abatement Revenue	\$0.00	\$35,664.55	\$0.00	\$25,000.00	Fuchs 418 2nd St/Lugo Abatement
R 101-41000-33120 COVID-19 Relief-Federal Aid	\$0.00	\$0.00	\$0.00	\$0.00	State/Moland Township Cares Funds
R 101-41000-33400 State Grants & Aids	\$0.00	\$0.00	\$0.00	\$75,235.00	PERA Aid/Am Rescue COVID
R 101-41000-33401 Local Government Aid	\$454,449.00	\$416,738.00	\$208,369.00	\$412,432.00	LGA Funds
R 101-41000-34103 Zoning and Subdivision Fees	\$100.00	\$200.00	\$200.00	\$0.00	Any Land Changes - Plat/Zone/Split
R 101-41000-34700 Glyndon Days Donatio/Craft Fe	\$1,500.00	\$1,500.00	\$2,525.00	\$3,262.00	Glyndon Days Donations
R 101-41000-36200 Miscellaneous Revenues	\$50.00	\$75.00	\$24.22	\$73.81	Copies/Misc
R 101-41000-36210 Interest Earnings	\$1,500.00	\$300.00	\$2,905.45	\$1,246.87	Northwestern Bank
R 101-41000-36220 Other Rents and Royalties	\$550.00	\$550.00	\$0.00	\$1,650.00	Water Tower Lease-School/NO Midco
R 101-41000-36225 Franchise Fees	\$16,000.00	\$16,000.00	\$8,177.47	\$15,909.07	Xcel/Midco/RRVC
R 101-41000-39203 Transfer from Other Fund	\$0.00	\$0.00	\$0.00	\$0.00	Garbage Transfer/Restricted Savings Transfer
R 101-41000-46000 LOMC Insurance Dividend	\$0.00	\$0.00	\$0.00	\$6,272.00	Not Sure Each Year
R 101-41000-50000 Insurance Reimbursement	\$0.00	\$0.00	\$0.00	\$0.00	LOMC if we have a claim
R 101-41000-50102 Misc Income/Expense	\$150.00	\$150.00	-\$3,584.93	\$8,427.30	Petro Dividend Ck/Southview Parcel
R 101-41000-50600 Repair Reimbursements	\$0.00	\$0.00	\$0.00	\$0.00	Legal Fees Reimbursement
R 101-41000-50700 Project Reimbursement	\$0.00	\$0.00	\$0.00	\$0.00	
R 101-41000-50800 Transfer In/Out - EB	\$0.00	\$0.00	\$0.00	\$0.00	
R 101-42000-33400 State Grants & Aids	\$34,000.00	\$34,000.00	\$0.00	\$38,396.33	MN Police Aid Granted
R 101-42000-33416 Police Training Reimbursement	\$5,000.00	\$5,000.00	\$0.00	\$4,059.27	Training Reimburse - RO
R 101-42000-34001 Community Center Enforcement	\$0.00	\$0.00	\$0.00	\$280.00	ASP of Moorhead is doing
R 101-42000-35000 Fines-Clay County-Monthly	\$25,000.00	\$25,000.00	\$15,290.23	\$24,378.06	Merged 35104/35201
R 101-42000-35202 Reports/Permits	\$50.00	\$50.00	\$22.50	\$60.00	Copies of Reports
R 101-42000-39203 Transfer from Other Fund	\$0.00	\$0.00	\$0.00	\$0.00	
R 101-42000-45000 Donations	\$0.00	\$0.00	\$0.00	\$16,933.00	BNSF/Randall's
R 101-42000-45100 Donations Community Outreach	\$500.00	\$500.00	\$1,700.00	\$5,867.19	Picnic/ShopCop-RO
R 101-42000-50100 Safe & Sober - TZD	\$3,000.00	\$3,000.00	\$2,223.13	\$1,409.65	TZD Reimbursement
R 101-42000-50102 Misc Income/Expense	\$0.00	\$0.00	\$0.00	\$0.00	Transfer to Restricted - Auction
R 101-43000-34001 Community Center Enforcement	\$0.00	\$300.00	\$0.00	\$0.00	ASP of Moorhead
R 101-43000-34101 Building Rental Revenue	\$2,000.00	\$2,000.00	\$2,125.00	\$3,090.00	Comm Center Private Rentals
R 101-43000-39203 Transfer from Other Fund	\$0.00	\$0.00	\$0.00	\$0.00	Comm Center
R 101-47000-32150 Mosquito Fee - RO	\$3,000.00	\$7,000.00	\$4,967.34	\$13,554.14	Mosquitoe fee-ROLLOVER
R 101-47000-33610 County Grants/Aid for Hwy	\$6,000.00	\$5,000.00	\$7,887.66	\$7,607.00	Clay Cty Street Repair Reimbursement
R 101-47000-35204 Forestry Fee - RO	\$7,000.00	\$2,600.00	\$1,746.39	\$2,594.00	Forestry fee-ROLLOVER

Account Descr	2024 Budget	2023 Budget	2023 YTD Amt	2022 Amt	2022 Comment
101 GENERAL FUND					
R 101-47000-36200 Miscellaneous Revenues	\$0.00	\$0.00	\$0.00	\$75.00	Mowing Charges
R 101-47000-36201 Vehicle Insurance Rev	\$0.00	\$0.00	\$0.00	\$1,577.55	Pymt for Vehicle Damage
R 101-47000-39203 Transfer from Other Fund	\$0.00	\$0.00	\$0.00	\$0.00	Restricted Savings Purchase
R 101-47000-48000 Vehicle Escrow Maint Dept	\$0.00	\$0.00	\$0.00	\$0.00	
R 101-51000-31000 General Property Taxes	\$0.00	\$0.00	\$0.00	\$26,149.00	
	\$996,849.00	\$996,127.55	\$499,386.94	\$1,142,023.90	
201 WATER FUND					
R 201-44000-31010 Refunding Proceeds	\$0.00	\$0.00	\$0.00	\$0.00	Refunding Water Tower 2021A
R 201-44000-33400 State Grants & Aids	\$0.00	\$0.00	\$0.00	\$0.00	
R 201-44000-37000 PFA System Replacement Fund	\$19,000.00	\$18,000.00	\$0.00	\$0.00	2018A PFA (UB) RO-from 201-44000-37100
R 201-44000-37100 Water Sales	\$220,000.00	\$240,000.00	\$197,578.79	\$220,531.90	Transfer to 2002A / 2018 PFA / 2019A
R 201-44000-37150 Water Connect/Reconnect Fee	\$100.00	\$100.00	\$0.00	\$100.00	Utility Bill
R 201-44000-37160 Water Penalty	\$1,500.00	\$1,500.00	\$1,151.16	\$1,575.24	Utility Bill
R 201-44000-37161 Water Looping (Service Fee)	\$7,300.00	\$7,300.00	\$5,229.90	\$7,802.40	2018A PFA Water Looping
R 201-44000-37163 Water Tower User Fee	\$0.00	\$0.00	\$0.00	\$0.00	DELETE-2014B Water Tower
R 201-44000-39343 Water Sales Commercial	\$100.00	\$0.00	\$758.00	\$85.00	Bulk Water Sales
R 201-44000-50101 Water Meter Sales	\$3,000.00	\$3,000.00	\$2,315.00	\$3,710.00	New Meters Purchased
R 201-44000-50104 NSF Charge	\$100.00	\$100.00	\$90.20	\$124.80	Resident's NSF
R 201-44000-99999 Undistributed Receipts	\$6,000.00	\$6,000.00	-\$5,322.55	-\$0.37	Transfer to Water Sales - 201-44000-37100
R 201-58000-37100 Water Sales	\$0.00	\$0.00	\$0.00	\$55,358.00	Pd Off-2002A Bond-from 201-44000-37100
R 201-67000-36230 Contributions and Donations	\$0.00	\$0.00	\$0.00	\$0.00	EB Entry
R 201-67000-37100 Water Sales	\$44,221.00	\$22,807.00	\$0.00	\$0.00	2019A Parke Ave - from 201-44000-37100
R 201-68000-37163 Water Tower User Fee	\$100,000.00	\$100,000.00	\$65,819.79	\$100,044.16	2021A Refund Water Tower
	\$401,321.00	\$398,807.00	\$267,620.29	\$389,331.13	
301 SEWER FUND					
R 301-44000-34408 Other Sanitation Charges	\$34,500.00	\$34,500.00	\$22,474.02	\$34,245.52	Utility Pump Station Fee
R 301-44000-37200 Sewer Sales	\$211,160.00	\$211,160.00	\$157,359.42	\$232,308.65	2010B & 2019A Transfers Below
R 301-44000-37250 Sewer Connect/Reconnect Fee	\$800.00	\$1,500.00	\$400.00	\$1,300.00	
R 301-44000-37260 Sewer Penalty	\$1,400.00	\$1,400.00	\$992.39	\$1,462.07	Utility Bill Sewer Penalty
R 301-44000-37261 Storm Water	\$41,500.00	\$40,540.00	\$28,569.32	\$48,157.68	Utility Bill Storm Water
R 301-44000-39203 Transfer from Other Fund	\$0.00	\$0.00	\$0.00	\$0.00	Restricted Savings Acct
R 301-53000-36100 Special Assessments	\$0.00	\$0.00	\$0.00	\$0.00	1998 Sewer Cty Coded S-550120
R 301-56000-36100 Special Assessments	\$41,549.00	\$41,549.00	\$20,582.32	\$30,724.73	Bond 2010B Cty Coded 55001-2012
R 301-56000-37200 Sewer Sales	\$17,796.00	\$17,384.00	\$0.00	\$17,972.00	Transfer to pay 2010B Bond
R 301-59000-31000 General Property Taxes	\$0.00	\$0.00	\$0.00	\$0.00	Buffalo Watershed Ditch 68
R 301-67000-36230 Contributions and Donations	\$0.00	\$0.00	\$0.00	\$0.00	EB Entry
R 301-67000-37200 Sewer Sales	\$13,953.00	\$14,478.00	\$0.00	\$15,003.00	Transfer to pay 2019A Bond
	\$362,658.00	\$362,511.00	\$230,377.47	\$381,173.65	
401 GARBAGE & RECYCLING FUND					
R 401-41000-33620 Other County Grants/Aid	\$22,000.00	\$22,000.00	\$7,279.34	\$23,534.50	Staff Wage/Recycle Reimburse
R 401-41000-34403 Clean-up Week Charges	\$12,000.00	\$13,000.00	\$7,767.06	\$9,598.54	Clean-up Week
R 401-41000-37310 Residential Charge for Garbage	\$106,500.00	\$106,500.00	\$70,897.99	\$106,824.04	Residential Garbage

Account Descr	2024 Budget	2023 Budget	2023 YTD Amt	2022 Amt	2022 Comment
R 401-41000-37311 Commercial Charge for Garbag	\$54,800.00	\$54,800.00	\$36,212.64	\$54,871.61	Commercial Garbage
R 401-41000-39203 Transfer from Other Fund	\$0.00	\$0.00	\$0.00	\$0.00	Transfer to General Fund
401 GARBAGE & RECYCLING FUND	\$195,300.00	\$196,300.00	\$122,157.03	\$194,828.69	
501 FIRE & RESCUE FUND					
R 501-45000-31000 General Property Taxes	\$15,000.00	\$15,000.00	\$8,112.69	\$15,357.40	Fire Dept
R 501-45000-33100 General Grants & Aids	\$0.00	\$0.00	\$0.00	\$0.00	
R 501-45000-33300 Fire Relief Association Funds	\$23,000.00	\$21,200.00	\$23,437.87	\$22,516.90	Fire Pension 2020 Contribution
R 501-45000-33400 State Grants & Aids	\$0.00	\$0.00	\$0.00	\$0.00	SBR Reimbursement State
R 501-45000-34000 Charges for Services	\$4,000.00	\$4,000.00	\$7,062.20	\$4,315.00	Charges for Service
R 501-45000-34002 Charges for Standby Services	\$2,100.00	\$2,160.00	\$75.00	\$2,160.00	Standby Services - Races
R 501-45000-34101 Building Rental Revenue	\$6,000.00	\$6,000.00	\$3,500.00	\$5,500.00	Sanford Building Rental - \$500 @ month
R 501-45000-34202 Mutual Aid Services	\$0.00	\$0.00	\$7,925.00	\$2,100.00	Helping Dept from other towns
R 501-45000-34205 State Training Reimbursement	\$2,500.00	\$2,500.00	\$4,600.00	\$1,715.00	Training Reimbursement-Brock
R 501-45000-34207 Township Contract 1st Half	\$14,420.00	\$14,140.00	\$14,140.00	\$13,864.00	June Payment
R 501-45000-34208 Township Contract 2nd Half	\$14,420.00	\$14,140.00	\$0.00	\$13,864.00	December Payment
R 501-45000-39203 Transfer from Other Fund	\$0.00	\$0.00	\$0.00	\$0.00	Restricted Savings
R 501-45000-45000 Donations	\$0.00	\$0.00	\$10,000.00	\$0.00	Crystal Sugar Donation
R 501-45000-50102 Misc Income/Expense	\$0.00	\$0.00	\$5.00	\$0.00	Materials Used on Calls
R 501-46000-31000 General Property Taxes	\$10,000.00	\$10,000.00	\$5,408.45	\$10,238.27	Rescue
R 501-46000-33400 State Grants & Aids	\$0.00	\$0.00	\$0.00	\$0.00	Rescue
R 501-46000-36230 Contributions and Donations	\$0.00	\$0.00	\$0.00	\$0.00	ARPA Funds from County-RO
R 501-46000-50102 Misc Income/Expense	\$0.00	\$0.00	\$0.00	\$0.00	Rescue
501 FIRE & RESCUE FUND	\$91,440.00	\$89,140.00	\$84,266.21	\$91,630.57	
601 PROJECTS FUND - BONDS					
R 601-41000-50102 Misc Income/Expense	\$0.00	\$0.00	\$35.11	\$42,490.47	418 2nd Street Purchase back from County
R 601-55500-31050 Tax Increments	\$67,000.00	\$54,500.00	\$67,043.60	\$54,623.24	Monsanto TIF
R 601-61000-31000 General Property Taxes	\$148,600.00	\$152,200.00	\$130,182.20	\$206,519.05	Levy-Bond 2014A - Consolidated
R 601-61000-36100 Special Assessments	\$42,158.00	\$42,158.00	\$16,606.12	\$34,968.81	2014A/Lyndon,Lund,9 Reconst Coded 550161-
R 601-61000-50800 Transfer In/Out - EB	\$0.00	\$0.00	\$0.00	\$0.00	EB Uses - 2014A
R 601-65000-36700 Southview Addition 2017A	\$237,597.00	\$237,597.00	\$124,235.66	\$250,734.73	2017A Southview Addition
R 601-67000-31000 General Property Taxes	\$104,325.00	\$89,020.00	\$0.00	\$0.00	Levy 2019A-Parke Ave/Transfer Funds/Extra M
R 601-67000-36100 Special Assessments	\$124,649.00	\$124,649.00	\$56,158.27	\$180,111.26	Parke Ave Assessments 2019A
R 601-67000-36210 Interest Earnings	\$0.00	\$0.00	\$0.00	\$69.93	Parke Ave 2019
R 601-67000-36900 Parke Ave Project 2019A	\$0.00	\$0.00	\$0.00	\$0.00	
601 PROJECTS FUND - BONDS	\$724,329.00	\$700,124.00	\$394,260.96	\$769,517.49	
602 CAPITAL PROJECTS					
R 602-64000-50900 Capital Projects	\$30,000.00	\$39,931.20	\$18,384.07	\$0.00	Funds from Utility Bill
602 CAPITAL PROJECTS	\$30,000.00	\$39,931.20	\$18,384.07	\$0.00	
603 TAX ABATEMENT NOTE FUND 2016A					
R 603-51000-50800 Transfer In/Out - EB	\$0.00	\$0.00	\$0.00	\$0.00	
R 603-63000-31000 General Property Taxes	\$0.00	\$26,585.00	\$13,292.50	-\$1.00	Levy 2016A - Tax Abatement (paid)

Account Descr	2024 Budget	2023 Budget	2023 YTD Amt	2022 Amt	Comment
603 TAX ABATEMENT NOTE FUND 2016A	\$0.00	\$26,585.00	\$13,292.50	-\$1.00	
801 MN DOT RD REPAIR-RECONST ASST					
R 801-41000-33400 State Grants & Aids	\$10,000.00	\$10,000.00	\$0.00	\$0.00	State Aid for Street Maintenance - RO
801 MN DOT RD REPAIR-RECONST ASST	\$10,000.00	\$10,000.00	\$0.00	\$0.00	
	<u>\$2,811,897.00</u>	<u>\$2,819,525.75</u>	<u>\$1,629,745.47</u>	<u>\$2,968,504.43</u>	