



COTTAGE GROVE CITY COUNCIL

August 2, 2023

12800 RAVINE PARKWAY SOUTH
COTTAGE GROVE, MINNESOTA 55016

COUNCIL CHAMBER

IN ACCORDANCE WITH THE REQUIREMENTS OF MINN. STAT. SECTION 13D.02, COUNCILMEMBER DAVE THIEDE & TONY KHAMBATA WILL APPEAR REMOTELY VIA INTERACTIVE TECHNOLOGY FROM THE FOLLOWING PUBLIC LOCATIONS:

DAVE THIEDE
HAMPTON INN & SUITES ALBANY AT ALBANY MALL
2628 DAWSON ROAD
ALBANY, GA 31717

TONY KHAMBATA
BRAINERD PUBLIC LIBRARY
416 SOUTH 5TH STREET
BRAINERD, MN 56401

- 1 Call to Order
- 2 Pledge of Allegiance
- 3 Roll Call
- 4 Open Forum
- 5 Adoption of Agenda
- 6 Presentations
- 7 Consent Agenda
 - A City Council Special Meeting Minutes - July 12, 2023
Staff Recommendation: Approve the City Council Special Meeting Minutes from July 12, 2023.
 - B City Council Closed Meeting Minutes - July 19, 2023
Staff Recommendation: Approve the City Council Closed Meeting Minutes for July 19, 2023.
 - C Planning Commission Meeting Minutes - June 26, 2023
Staff Recommendation: Accept and place on file the minutes from the June 26, 2023, Planning Commission Meeting.
 - D Cottage Grove Chamber of Commerce - Gambling License Application
Staff Recommendation: Approve the single occasion Gambling Permit application for the Cottage Grove Area Chamber of Commerce on November 1, 2023, at 8617 West Pt Douglas Road South beginning at 1:30 pm.
 - E Approval of Rental Licenses
Staff Recommendation:
 - F 2022 Convention and Visitors Bureau Annual Report
Staff Recommendation: Receive the 2022 Cottage Grove Convention and Visitor's Bureau Annual Report.
 - G Cottage Grove Convention and Visitors Bureau Resolution Amendment

Staff Recommendation: Adopt Resolution 2023-105 amending Resolution 2021-160 establishing the City of Cottage Grove Convention and Visitors' Bureau.

H Mississippi Dunes Landscape Restoration Grant

Staff Recommendation: Authorize staff to apply for a MN DNR Conservation Partners Legacy grant for Cottage Grove Trailway Corridor native habitat restoration up to \$215,000.

I Oakwood Park Final Payment

Staff Recommendation: Adopt Resolution 2023-103 approving the final payment in the amount of \$34,962.90 to Pember Companies, Inc. for the Oakwood Park Improvements Project.

J Streetlight Service Agreement

Staff Recommendation: Approve the Service Agreement with Collins Electrical for street lighting work and emergency repair response.

K Dodge Nature Center – Permanent Sanitary Sewer Easement; and Permanent Easement and Private Sanitary Service Maintenance Agreement for Sanitary Sewer Line

Staff Recommendation: Approve the following with minor modifications by the City Attorney:

1. The Permanent Sanitary Sewer Easement by and between Dodge Nature Center, The Preserve of Cottage Grove, and the City of Cottage Grove. 2. The Permanent Easement and Private Sanitary Service Maintenance Agreement for Sanitary Sewer Line by and between Dodge Nature Center, The Preserve of Cottage Grove, and the City of Cottage Grove.

L Electric and Gas Franchise Fees

Staff Recommendation: 1. Adopt Ordinance No. 1070, enacting City Code Title 1, Chapter 5, Section 11 regarding Electric Franchise Fee. 2. Adopt Ordinance No. 1069, enacting City Code Title 1, Chapter 5, Section 10 regarding Gas Franchise Fee.

M Gas and Electric Franchise Fee Agreement Ordinances with Northern States Power Company

Staff Recommendation: 1. Adopt Ordinance No. 1071, Northern States Power Company Gas Franchise Ordinance. 2. Adopt Ordinance No. 1072, Northern States Power Company Electric Franchise Ordinance.

N Gas Franchise Fee Agreement Ordinance with CenterPoint Energy

Staff Recommendation: Adopt Ordinance No. 1073, CenterPoint Energy Gas Franchise Ordinance.

8 Approve Disbursements

A Approve payments for the period from 7-19-2023 to 7-28-2023 in the amount of \$2,680,394.12.

9 Public Hearings

10 Bid Awards

A Low Zone Water Treatment Plant Project - Bid Award

Staff Recommendation: Adopt Resolution 2023-104 awarding the Low Zone Water Treatment Plant Project Base Bid and Alternate 1 to Rice Lake Construction Group, in the total amount of \$39,078,155.00.

11 Regular Agenda

12 Council Comments and Requests

13 Workshops - Open to Public

14 Workshops - Closed to Public

15 Adjournment



City Council Action Request

7.A.

Meeting Date 8/2/2023

Department Administration

Agenda Category Action Item

Title City Council Special Meeting Minutes - July 12, 2023

Staff Recommendation Approve the City Council Special Meeting Minutes from July 12, 2023.

Budget Implication

Attachments

1.	2023-07-12 City Council Special Meeting
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MINUTES

COTTAGE GROVE CITY COUNCIL

COUNCIL CHAMBERS
12800 RAVINE PARKWAY SOUTH

July 12, 2023

SPECIAL MEETING - 6:00 P.M. **TRAINING ROOM**

1. CALL TO ORDER

Mayor Bailey called the Special Meeting to order at 6:00 p.m.

2. ROLL CALL

City Clerk Tammy Anderson called the roll: Mayor Bailey-Here; Council Member Khambata-Here; Council Member Dennis-Here; Council Member Thiede-Here; Council Member Olsen-Here.

3. REGULAR AGENDA

- A. 2024 Budget Workshop/Tax Levy
Staff Recommendation: Provide staff with feedback and direction regarding the 2024 Operating Budget and 2024 Property Tax Levy.
- B. Cottage Grove Fire Department Staffing Plan
Staff Recommendation: Receive Staffing Plan recommendations and provide feedback.
- C. Dissolution of Fire Relief Association
Staff Recommendation: None.

City Administrator Jennifer Levitt stated we've worked all three items on tonight's agenda into tonight's presentation, so there are not three specific actions.

This week she tallied how many hours staff put into putting together a budget; her estimate is at about 4,000 hours. So, when you think about the organization as a whole, with every single department contributing, it's probably one of the largest undertakings we actually do in the City, and it's obviously one of the most critical functions. Tonight, our presentation on the actual budget items are very high level because obviously we spent a tremendous amount of time at the beginning of the year talking about the long-term Financial Management Plan (FMP). In that, Council gave us the nod of what numbers and items you want. All of the detail, which you're typically used to seeing, is

all in your packet. So, the detail is there, as are the budget adds and supporting documentation.

Budget Cycle Schedule

July 12: Tonight, we're going to give the larger overview of where the budget is, where a lot of our different funds are sitting, cash balances, things of that nature. We'll have Police go first; then, after the Police budget, we'll spend some time on that Fire Staffing Plan and then the Fire budget. July 19: In the workshop after the regular Council Meeting, we'll talk about franchisee increases and then we'll talk about the general government side of things. We thought the Fire Staffing Plan tonight would consume more time, so we didn't want to try to put too much into one night. July 26: We'll be talking about Parks, Public Works, and Equipment Replacement. August 16: We'll move onto the CIP. August 21: Hopefully, we will get the final numbers from Washington County around this date. September 6: This will be if we need to do another budget check-in, with the goal of adopting the preliminary levy at the September 20th meeting. December 6: This is where we will make the final levy adoption.

Administrator Levitt stated with that, she'll turn the meeting over to Brenda Malinowski, Finance Director.

Director Malinowski spoke about the FMP that we worked on in January and February; what it incorporated was our Operating Budget, Equipment Needs, Current Debt, and then Future Debt. Some of those debt issues that we've always had are Pavement Management, but we're starting to have some Street Debt that we need to bring in the FMP, as well as the Glacial Valley Park building. We looked at Internal Service Funds because during the pandemic, although the expenditures still continued, the revenues going into those funds from our General Fund and our other funds we kept light to keep the levies low; so, we need to bring those funds back up. We have needs of a growing community, and then we spoke about the EDA Levy and where we want to take that in the future. The outcomes of the FMP she thinks really helped us to get that AAA bond rating, which was important. As we look at the FMP, it has the flexibility to grow with the needs of our community and to levy, and we became more flexible on our Fund Balance Policy for the General Fund; we had been at 55%, and now we are at 45%-55%. Council adopted that earlier this year, and so that is what is in the FMP, just to give us a little bit more flexibility as we go into the future.

Council Member Dennis stated just so he's clear on the AAA bond rating, when we examine what led up to the point of us achieving that, there really weren't any substantial changes that took place. We hadn't paid down a bunch of existing debt, we didn't have a tremendous flush of impact with tax base or other things, it just materialized quickly. The fact that we did the FMP clearly was the piece that caused the tipping point for us to not only achieve that, but also the term stable, used in association with that; he asked if that was correct.

Director Malinowski replied she thought it was one of the components. Another component that Stacie from Ehlers will lean on is that she felt that our income levels as a community increased. So, it's something that's out of our control, but that was another tipping point.

Council Member Dennis stated but the biggest thing, though, is the plan itself and having a stable, defined path going forward; he asked if that was fair to say. Director Malinowski replied yes, they're looking at 10 years, so it referenced that in their rating, that it's 10 years.

Director Malinowski stated the FMP is recommending, she wants Council to be clear, that we had budgeted the four contingencies. Council Members who were on the Council before can remember talking about Council Contingencies. In the FMP, we are doing that again for unforeseen circumstances that happen during the year. So, if building permit revenue isn't what we expect, we can react to that. If there's a storm, we can react to that, and, so, that is in our plan. For the 2024 budget, we have \$200K earmarked as Council Contingency.

When we came to you the first time in January, we looked at four sample houses: House #1 had a tax impact in 2024 of \$128, it fell to \$122, and kind of fluctuated, and the average was \$95. But Council said let's stabilize that, what can we do at \$100 per year. So, we came back to you in February at \$110 increase in 2024, but then \$100 going forward. So, it's still an average of \$99, but it's less of a spike in 2024.

Revenues per Capita: Director Malinowski stated KDB presented financial statements to you two Council Meetings ago, and wanted to show them again. We do a great job in the community, our property taxes for 2021 were \$463; the most recent Statewide information that we have is from 2021. So, for populations of 20,000 to 100,000, that average is \$557, so, we're lower. She also noted licenses and permits is a \$53 Statewide average, and we're at \$84; so, we're higher on licenses and permits and lower in property taxes. Expenditures per Capita: With 2021 data, current Statewide expenditures are \$739, and we're at \$762; we're higher, but \$33 of the \$762 is for us to run our water treatment operation. We get reimbursed by the 3M Settlement Fund for that, but that is hitting our current operating expenditures and throwing that off. So, we really do compare well. We compare even better when we think about because we pull in more permit revenue, we have more inspectors in the field and those types of permitting activities. So, we have current expenditures and would expect that we'd be higher than the Statewide average for that, so, that's good. Debt Levy per Capita: Statewide for 2021 is \$144, and we're at \$132; so, we compare well.

Housing Types & Population

Administrator Levitt stated she thinks one of the exciting things about this graph from Community Development is when you start to look at the changes of the household types; we've been focusing as a team about diversifying our housing stock. We wanted to have different options for people within the community to stay in the community. This graph is showing that has happened in our Strategic Vision; we have built that diversity of housing stock and we're continuing to see that development as we go forward. You can also see how much our population has grown and we are projected to grow. Even in this current housing slowdown, she doesn't see that our overall population projections are going to diminish. She believes as interest rates continue to fall, we're going to see kind of a roaring back of the single-family market pretty aggressively. Lot Inventory:

Administrator Levitt stated currently we have 618 units of lots available. It's a little bit concerning because we like to always manage our lot count, and that gives us a projection of how many new homes can come on. A couple of things that start to give us pause as we look forward is regarding our plats for single family; right now, we have 207 units for Graymont Village, which is still in 2023, and we have Ravine Crossing, which is about 72 units. We have one very large apartment complex, Norhart Apartments, with 299 market-rate apartments, that will start in October. Trellis hopefully will start this fall or early spring, with 52 units, which is affordable.

One of the things that we're looking at is in the FMP, we had some higher permit revenue, and we pulled that projected revenue lower due to this trajectory of the market that we're seeing. The overall permits issued to date are tracking below where we've been in the past. She told Council we have really been holding off on a staff level for large expenditures in 2023, waiting to see how this plays out. Right now, she thinks we have 124 single-family homes, which is lower than we like this time of year. As Director Malinowski said, with the snowstorm in April, we had some additional expenditures. The winter was far more difficult than we anticipated, and we spent more money on salt. So, right now, we're kind of pulling back on some of the larger capital expenses and things that were approved until we wait to see how the budget plays out in 2023; so, that's just food for thought.

Cash Balances: Director Malinowski summarized the cash balances by funds, in 2021 and 2022, by our fund types: General Fund, Special Revenue Fund, Closed Debt Fund, and Debt Service Funds. Debt Service Funds shows a decrease from 2021 to 2022 and that's just because we called a bond, and those funds were sitting at the City at the end of 2021, and we paid it off in 2022, so that was a one-year fluctuation there. Capital Project Funds: We did some area-funded projects this year, so we dipped into that cash a little, plus we did bond in 2022, so that's why that went down. As you look at the Capital Project Funds, that's part of the CIP process, so we'll look at those in further detail. TIF Funds can only be used for TIF expenditures. Enterprise Funds, Internal Service Funds, we're going to be building those up more in 2024 and 2025 budgets. Developer LOC funds belong to the City but we can't spend those dollars. Closed Debt Fund: Increased, but in the FMP, to put all the Pavement Management on it, the equipment we had identified, the street improvements we identified, and adding one full-time equivalent (FTE) per year, starting in 2025 to the budget, we needed to hold that levy steadier. So, we are using Closed Debt cash, not only in the 2023 budget but also in the 2024 budget. So, every year in the FMP they're using a little bit of that Closed Debt cash; at the end of year 10, that cash is gone. Now, there will be opportunities for us to build it back up, as we close funds. But we will need to watch that, and so we are using that Closed Debt to hold our levy increase steady.

Since the FMP

The FMP is only good until something goes wrong, and it's not going wrong, as we've got positive information, too: Assessment Values from the County: We were conservative when we did the FMP with a 2% increase of values per year; for 2024, we're at 9.9%. New Construction: In the FMP, we said \$146M in new construction will be coming on, and we've got \$176M coming on in 2024. Median Home: FMP had a 2%

increase, and they're going to experience an 11.8% increase. Insurance Premiums: Workers' comp. and property insurance premiums, received in April, were larger than we expected; she'll show a slide on that in a little bit to talk about the increases that we're seeing there. Continued Inflation: Especially with our fleet services for repairs. Budget Additions: From our departments, \$1,289,965. Public Safety: Will receive a one-time Public Safety Aid of \$1.7M from the State, which will come in December. There's a proposal on your table on how we would spend that down to alleviate the levy; we'll review that further later. Building Permits: FMP had decrease of 1%, but there's been a decrease of 3.88% in the 2023 budget.

Council Member Thiede asked how much of the Budget Additions are offset by the Public Safety One-Time Aid; Director Malinowski replied approximately \$1M.

Council Member Olsen stated when we went through the FMP the first couple of times, he recalled one of the key conversation points was that it was a fluid document that could be adjusted based on variables, because there are a lot of variables that you just described. He asked if she had already input those variables; Director Malinowski replied yes, these variables are in the budget document that you have.

Council Member Olsen stated from the beginning of the process tonight, through when we have to ultimately make a decision, those variables are going to change more; for example, inflationary news came out today that was really positive. June inflation numbers were amazing, much improved. So, we'll have to watch if that is a trend. May was good, June was better than May, now the question is what will those July numbers be when we get into August. The home valuation for the County that you stated is not a final number, right? Director Malinowski replied that's correct; we won't know final numbers until November, but we'll have better preliminary numbers in August.

Council Member Olsen stated yes, August is usually when we sort of get pretty close to the right number so, we'll have to watch that, too. As we work through this process, ensuring that those variables get updated along the way could have an impact on decision making. So, he just wanted to make sure that that happens. Some of it will be good and some of it will be not so good, but ideally, the best data that we can potentially put in front of ourselves in August will have a good basis for making a final determination. The FMP will be talked about a lot, but one of the important elements of that FMP is its fluidity.

Council Member Thiede said that he fully believes in a Financial Management Plan. As he stated when we had that presentation, he wasn't all that pleased with the amount of spending that was in that plan. As he looks at this, though, in terms of the number, he knows you're saying that the Council all liked the \$100, but he wasn't all that pleased with the \$100.

Council Member Olsen asked Council Member Thiede if he voted for the FMP; Council Member Thiede replied he thought that he did. Mayor Bailey stated it was unanimous.

Council Member Thiede stated one of the concerns, and correct me if I'm wrong, but right now with all of the spending at the State level, they're projecting that the income tax is going to increase because they're putting in a bunch of ongoing programs with one-time money. Multiple things he's read are our income taxes are going to increase,

instead of decrease, because of all that money that we had; he's sure they're going to give us a little money back, but he would imagine that people are going to be sensitive to that. He noticed that way out in 2032, you dropped the annual a little bit, probably to keep the average under \$100. Obviously, things are subject to change, but he's just wondering if we can keep the front end at least for a year or two a little bit lower; granted, it's \$2 or \$3, but every little bit helps. Then, in the end, you change that \$72 to \$100; it'll probably fluctuate anyway, to keep that average under \$100. So, it's just kind of a statement, an observation. Maybe our taxes won't go up; but everything he's read is that our income taxes in Minnesota are going to go up, he doesn't know how much.

Director Malinowski stated she thought in 2032, as we started to build up some of our reserves, our tax base, but she doesn't know if we can lower it right away, but maybe as we get into the plan further.

Mayor Bailey stated the Council's goal has always been to be more stable; so, one year we don't drop it really low, everybody likes that, and then the next year because we're pushing it higher, then the taxpayers ask what the heck. And that was part of the discussion through the FMP was to try to make it more even so that the taxpayer isn't on a rollercoaster. So, to your point on the \$72 out in 2032, depending on what we decide this year, as an example, he believes we even used it in building contingency; so, if there are projects or certain things that are coming up in the years ahead, that we're putting money away to help fund those projects.

Council Member Thiede stated he agrees we have to plan for those things, we have to take care of the ups and downs. And \$98 is just like in retail, it's perception; \$98 is a lot less than \$100. So, it's just his observation, and he knows his is probably not going to be a popular opinion, but he just wanted to bring that up.

Administrator Levitt stated she knows Director Malinowski is going to give you some advice about our Internal Service Funds, but when we kept the levy low, we were essentially taking cash and driving those funds negative. Obviously, that's not a way that we can be sustainable. So, now, we need to replenish those funds and create sustainability. We recognize when we had the COVID pandemic, we wanted to hold the levy low because obviously residents were incurring a lot of hardships. Unfortunately, now we do have to replenish those funds to stabilize them.

Director Malinowski stated we can get into this more when we look at the HERO Center, but we have a HERO Center Contribution of about \$49K; we would contribute \$49K and Woodbury would contribute about \$84K. That contribution is funded based on our percentages of licensed police officers. We have an operating deficit per year when we budget; we usually end up okay, but starting in 2022, we had a deficit just because of high utility costs. So, we're talking about starting to fund that. Then, if it's not needed, it stays in the fund to fund future capital and maintenance needs. So, we'll look at that when we look more at the HERO Center budget.

Internal Service Funds for insurance, workers' compensation, and property insurance: Those increases were things that were unexpected since we did the FMP in January and February. In 2022, workers' compensation had a 38% increase and that was after a

52% increase in 2021, and in 2023, we had another 10% increase. As you can see, green is what we budget, and blue is our actual expenses, so, we just haven't been able to recover for three years there. The same with property insurance; we went with a new broker for 2023, and as they looked at the values on our insured properties, we weren't insuring ourselves high enough for replacement value, which is driving the 19% increase there. As you can see there, too, we just haven't been budgeting enough to cover the expenses.

Council Member Olsen asked if we need to go back to the previous broker. Council Member Khambata stated that's not going to work, most insurance is going up. Council Member Thiede asked if they made any commitment on value; do we have any recourse when we went with them, did we have a bid process for that.

Administrator Levitt replied we had an RFP process, and interviewed four companies and their services. To be honest, the bad thing is we were greatly underinsured; so, the previous broker wasn't doing a good enough job evaluating each of our buildings, the additions, etc. So, this broker was able to go through each and every property we own and insure, to make sure the proper replacement value was accounted for, but you saw that in your packet at the last Council Meeting; that was a \$100K increase in our overall insurance package.

Council Member Thiede asked if they were still comfortable with these folks. Administrator Levitt stated yes, we just signed on with them, and the previous service wasn't very good.

Mayor Bailey asked what's the timeframe of these contracts, are they yearly, 5 years, 10 years? Director Malinowski replied we renew our workers' compensation and our property insurance annually with the League of Minnesota Cities. Our insurance broker contract is either 3 or 5 years; Administrator Levitt stated she thought it was 3 years, and we're required to have a broker. Mayor Bailey stated he was just unclear as to how often we go to RFP.

Council Member Olsen asked what the League recommends in situations like that; they insure us for certain things, but asked if they have any Best Practices that are updated every year.

Administrator Levitt replied she thinks their recommendation is to use a broker and to ensure that they're properly reviewing our full valued assets. Council Member Olsen stated then they can shop it around and see what's best.

Director Malinowski stated for 2024, Workers' Comp may come down, as the State had some changes to PTSD claims; so, whether that's going to have a change in our workers' compensation rate for police and fire, we don't know, so it's conservative on our budget.

Director Malinowski stated with our Self Insurance Fund, it's showing that in 2022 we used approximately \$564K of the existing fund balance; in the 2023 original budget, another \$166K of the existing fund balance is budgeted to be used so that levy dollars could be used for the IT Fund in the 2023 original budget. Due to higher than budgeted insurance premiums in 2023, \$344k will be used of the existing fund balance. However, in 2024 and 2025, the fund balance will start to go positive in these years.

Council Member Olsen asked if that's where they put the SWCTC money; Director Malinowski replied yes, it's in the IT Fund.

Director Malinowski stated this is a Health Insurance increase of 10%, Workers' Comp of 7.5%, and then Property Insurance of 8%; those are assumptions that we're using for 2024.

Administrator Levitt stated just as a reminder about health insurance, we don't get real numbers until like August, so we won't have a real firm number on that. Just from our overall Self Insurance Fund, she wouldn't wager on a couple of percentages in our health insurance to change that value; you can see where our overall expenditures are in relationship to our revenue, so we need to replenish this fund.

Director Malinowski stated she alluded to our Fleet Services Fund and the outside parts and labor, and here it's showing our budgeted amount in green and our expenditures in blue. It's clearly showing in 2022 and 2023 how much inflation has played a part on this budget, for the parts that we had to pay for, for our repairs that we do inhouse, for our outside invoices that we pay to do repairs on our vehicles. The other thing she thinks is hurting this Fund a little bit is because of supply-chain issues, as we've got cars and trucks that we haven't been able to replace as quickly as we would like in our budget, so we're seeing some increased costs there. So, our aging fleet is having its impact on that budget. Here is what we're proposing for the Fleet Fund: We had a cash increase in 2022, 2023, 2024; as we concentrate really heavily on our other funds, we can't concentrate anymore on this fund, small loss, and then we start to get lower in 2025.

In the FMP, we said we weren't going to solve all these Internal Service Funds every year; we're just going to be extremely honest and do the best we can, which was done.

On the screen is the increase of \$1,733,080 that we're getting from the State. We'll get that in December, it's a One-Time Aid, and there are specific types of things for which we can use it: Community Violence Prevention, First Responders, etc. We did a spreadsheet with our recommendation on how to use those funds. In 2024, we have one police officer in the FMP, and we're also recommending bringing on another police officer. We have Toughbook computers that need to be replaced per some State guidelines and our WatchGuard body-camera system. In the Fire presentation tonight, we already had one firefighter-paramedic in our FMP, and we're saying we can bring all three on with the Public Safety Funds in 2024.

We have \$100K for the Fire Staffing Plan that we'll talk about later.

We believe that in the budget, we'll start to decrease the amount of Public Safety Aid that we use per year, until we use it all in 2026. So, in the far-right column is what we're adding to the budget, or the levy, per year. We have SCBAs in 2025; they are looking for grant funding for those SCBAs. We could not go out for grant funding requests until they got to a certain number of years, and that's not until 2024 when we can solicit grants for that. If we get a grant, then we would look at that Deputy Chief position to fund with the Public Safety Aid.

Mayor Bailey asked if we get the grant funding, is that Deputy Chief position then in those levy numbers for 2026 and 2027; Director Malinowski replied it wouldn't be yet,

but she needs to make that change, so thank you. Mayor Bailey stated yes, just so we're good and would have that real number.

Director Malinowski spoke about various funds, which may impact the levy:

Municipal Building Fund: She said in the FMP, we looked at our goals. Right now, we are getting about \$40K in antenna revenue down at Public Works; that is the only revenue that's going into our Municipal Building Fund. So, we are increasing that by just \$50K, just to put some more funds in there for things that break on our buildings that we need to repair. It's not a lot, but that's been worked into the FMP.

Economic Development Fund: We discussed that we should at least fund our salaries for our EDA, and so we're increasing that by \$150K in 2024.

Debt Funding: We'll go into further detail on another slide, but right now we're at a 9.99% increase to the levy. In 2023, we included the General Fund and then we transfer it out to our Equipment Replacement Fund. What we're doing for more transparency is we are doing a Levy Fund, called our Equipment Money. As you can see, we're not doing that in 2024 because we needed to use our levy dollars in other places, and that will be identified in the FMP. So, we're going to start funding equipment in 2025; in 2024, we're already replacing equipment, but we're going to use existing funds in our Equipment Replacement Fund. In 2025, it says we will have a 14.3% increase, and we do have this TIF District 1-12 decertification at the end of 2024, which will impact our 2025 levy. So, as we looked at the FMP, we said that we could have a higher levy increase in 2025.

Council Member Olsen asked if the number for 2024 is the number that is in line with the FMP that we discussed. Administrator Levitt stated no, the levy of 9.99% is not in line; Director Malinowski has a slide to show the comparison.

Mayor Bailey asked if a TIF District decertifies, doesn't that put more money into the budget, or into the revenue?

Director Malinowski stated if you don't increase your levy, it will lower your tax rate. And, so, we just need to put more into our levy and build up the same tax rate effect. Mayor Bailey stated he may have to just think about that separately. It's just we always talk about TIF and once things come off of TIF, the revenue from what used to be the portion captured for TIF goes up into our tax capacity. Director Malinowski stated it will go increase the tax capacity, so, we can increase our levy more because our tax capacity has just gotten bigger. Mayor Bailey stated he was thinking about it the other way, but now he understands what she's saying.

Director Malinowski stated even with TIF District 1-12 decertifying, we are showing a tax rate increase in 2025, but she doesn't want them to think that we're going to drop our tax rate in 2025 because we're not. We're using it to fund some of the street projects that we're bringing on and to start funding our equipment again.

Council Member Thiede asked with that \$600K in Equipment Levy, he asked Director Malinowski to speak about that again in terms of having it called Equipment Levy instead of just the regular.

Director Malinowski stated right now it's in our General Fund levy, and then we do a transfer out of our General Fund; so, we have a transfer out in line items in 2023 that we're budgeting in our General Fund, and we're transferring it out into our Equipment Replacement Fund. This is a little bit more transparent when somebody looks at our levy that they will see that we are funding \$600K in equipment, instead of having to go to our General Fund and find that transfer out of the General Fund and see the transfer into our Equipment Fund.

Council Member Thiede stated we should see the General Fund levy go down because we're taking that \$600K out of there. Director Malinowski stated the other thing is we're having to fund our Internal Service Funds more, and our additional funds. So, yes, she agrees with that, but it was all a balancing act is how we looked at it.

Director Malinowski stated our sample properties still are favorable, and now we're looking at a 10-year history. It's showing that sample Property #1 is showing that tax increase, based on the 9.99% levy increase. The levy amount of 9.99% or 14.3% in 2025, so sample Property #1 lost \$90 in 2024, and goes up to \$148 in 2025. So, another option would be to start to levy for our equipment in 2024, \$350K, so we'd have a levy increase of 11.68% and then a levy increase in 2025 of 11.05%, so sample Property #1 would be \$110, which is what we showed in the FMP 2025 year. So, at \$106, it's about \$6 over what our FMP says, but it's a little bit more in line with what we're looking at.

Mayor Bailey said if he's looking at the numbers right, it's always important to look at the history. So, from 2014 through 2024, when it's the 9.9%, he asked if Property 1's average increase over that period is a 6% tax increase? Director Malinowski replied no, the market value is a 6% increase, the change in the City taxes is 3.6%.

Director Malinowski stated here's another option, which is more consistent, for 2025. In 2025, we had the \$600K in equipment, so here we're putting \$300K in 2024 so that we can blend it more into 2025. In 2025, we have \$100 in the FMP, and right now we're at \$106. For 2024, sample Property #1 is \$110, with preliminary numbers.

Council Member Olsen stated that's with preliminary numbers, so that could adjust slightly, but that is what the FMP recommended, which Director Malinowski confirmed.

Debt Issuance: Director Malinowski stated just a reminder of what's in there: In 2024, we are putting on the levy for debt for Pavement Management, a Glacial Valley Park building, and we are starting to put East Point Douglas on there. So, the debt levy increase for 2024 is \$875K, and that's consistent with what we had in the FMP. In 2024 and 2025, those are the projects that we're bringing on; we're already bonding for East Point Douglas and Jamaica in 2024 and 2025 Pavement Management, and then we start to levy for Shoppes at Cottage View.

Council Member Thiede asked where is potentially Keats Avenue at, in terms of if we're changing that whole road around with County and everything else.

Administrator Levitt replied at this point we don't have it specifically programmed. Council Member Thiede stated so it's not even in here, so that's going to potentially create quite a blip, right; how much do we anticipate that that's going to affect our debt?

Administrator Levitt replied if you think about a \$33M project, usually, even if you get full Federal funding, you're still going to be responsible for 20% of that. So, at this point, you're probably easily going to be at probably \$6 or \$7M.

Council Member Thiede asked if we're doing any projection of that in these numbers; obviously, with the FMP, you're trying to maintain a level, and you're trying to anticipate some of these things like that, which we know that one is very important.

Director Malinowski replied we are working on the CIP right now, and we will be bringing it to you at the second meeting in August. At that time, we'll have a better picture of the next 5 years, about things to identify and put on.

Mayor Bailey stated that's a good question. Other than some of this other money that we're starting to get sprinkled in, there's \$7M from Met Council, \$3M from the Feds, so we're at \$10M of that total number. He's assuming if we work with 3M, some of the property we're negotiating with 3M on, swapping land, and part of the value that you're talking about, what the cost would be to the City may be less; because what we would end up doing is our cost part of it will be the land swap, us giving up Miller Road to take over together. So, in our particular case, the goal would be, and he thinks 3M's been good with that, is whatever the value of that road project would be, or the value of the land where the new road is going to go, will be part of what our contribution will be. So, he hopes it won't be \$6 or \$7M, but he's keeping his fingers crossed, including some additional revenue would also help.

Council Member Khambata stated with the breakdowns for the 2024 and the 2025 levies, if the TIF is going to be decertified and we have more tax capacity, is there an accurate way to show how that offsets like a per household obligation? Because a 10% increase in levy, if 5% of that is coming from a decertified TIF District, then it's really a 5% increase per household levy, the effective rate.

Director Malinowski replied when we did the FMP, we are making assumptions in 2025 of those TIF Districts coming off; it's figured in that number.

Council Member Olsen stated Ehlers had that slide, where it showed the TIF Districts and when they were dropping off and what that would do to the levy. He doesn't know if we or Ehlers still has that slide, but maybe we can look at that again next time.

Director Malinowski stated yes, and that TIF District coming off in 2025 is that \$148 or that \$106, and that is after it comes off.

Council Member Olsen asked if it can be adjusted for LGA, and that's in there, too, right? Director Malinowski confirmed that and noted that's a big number. Council Member Olsen stated but we didn't have any in the original FMP, so it's a rounding error, but it's something. Administrator Levitt stated \$54K compared to \$23M; Council Member Olsen stated that's huge cash. Director Malinowski stated there's also a COPS Grant that's falling off, and so it just replaced that; it worked out fine.

Director Malinowski stated our levy is in the packet and in front of you; it's just showing more of the detail. We've got our call dates there for our debts. There are two issues in 2024, but really we wouldn't have interest savings on those because the interest rates are lower on those debt issues, and we don't have any money in our Closed Debt Fund to essentially call them. She's circled the 2018 A Bonds, as we are using \$100K of

Closed Debt so that Debt Levy in 2023, which is \$350K, we're dropping that to \$250K. And then in blue is the debt that we're bringing on; so, we're bringing on Glacial Valley Park building and the 2023 Pavement Management, and we're starting to put on the debts for the East Point Douglas Road Project. So, we're at a 9.99% levy increase. In 2025, we're bringing on our future Pavement Management debt there, and then we're starting to issue Equipment Certificates; that was something that we identified in the FMP that we needed to level out our levy, and so, we are issuing some debt in 2024 for equipment, and that starts to get paid off in 2025. We'll show that in another slide.

Council Member Olsen stated he knows we're not doing CIP right now, but he asked if we had an estimate on the Kingston Park building. Administrator Levitt replied off the top of her head, no. Council Member Olsen stated he thought Director Zac Dockter at one point had said 2024, but he just can't remember. It's been on the plan now for the last couple years, but we pushed it back once; he just didn't know if we were going to do that again.

Director Malinowski showed the history of our tax levy since 2014, and it shows that we increase our levy every year. However, our tax capacity or taxable values have actually increased at a higher rate every year. So, when we do our City tax rate, we continue to fall, so, we'll be at 3.215, which is a 5.25% decrease for 2024. So, Council is doing a good job.

Director Malinowski spoke further about the Equipment Replacement Fund; we'll talk about what the equipment is next time, but here's that fund. At the end of 2022, or beginning of 2023, we've got about \$1.6M in the fund. We have paid for \$99K in equipment so far this year. We have \$694K of equipment on order, she thinks our dump trucks and then one other truck that we were able to order. We have \$468K in equipment that we have in our 2023 budget that we've been unable to order because they're not opening up the fleet contract at the State yet. And, so, that \$468K is based on budget numbers; we're not sure what that's going to come in at. So, that \$809K that we've got in ending fund balance at the end of 2023 could be less if that equipment comes in higher. So, it's just a little bit of a caution there. In 2024, we had talked about if we needed to decrease our levy for our operating, we are not funding equipment, and there is \$410K coming in, in 2023, for equipment.

Administrator Levitt stated one of the things, too, as Director Malinowski said, you authorize us to purchase vehicles, but let's say you authorize 6, and we were only able to get 1; so, that's why a lot of that is pending because we weren't actually able to make the purchase.

Equipment Purchases: In 2024, we've got about \$1.5M, and we'll look at that next time in more detail. We are issuing Equipment Certificates for anything that we can, so equipment over 5 years. So, at the end of 2024, we will only have \$57K in the fund.

In 2025, we know that we're going to have to push something else because we've got negative cash there. So, by starting a levy for that equipment this year, as we talked about, if you're comfortable with increasing our levy, that would give us some flexibility in 2025.

Council Member Thiede stated we have to pay attention to the things that we can control and things we can't control. Things like bonds and so forth, we don't have a whole lot of control over what's in place, really, right now. Things we do have control over is what we need to spend money on, and a decision has to be made on spending money. Like it or not, equipment is one of those areas; so, he thinks we need to really take a look and it used to be that we went through the budget process and identified purchases of equipment, etc. but the big ones still came through to be approved at Council before they got bought. He's not sure he recalls seeing over \$1M of equipment coming through.

Council Member Khambata stated one of them was a new plow truck, at \$250K for one truck; Council Member Thiede stated he remembers that one. There were two or three cop cars, those were \$90K each. Council Member Olsen stated those were on our CIP last year. Council Member Khambata stated so that's \$600K right there.

Council Member Thiede stated we used to still have them come through, just because they were on a previous budget. Administrator Levitt stated she'd pull the Council items for the vehicles.

Mayor Bailey stated he believed it is, but the only one he doesn't recall, but knows we tweaked it a bit last year, was if squad cars were still through Council, too; he thought we changed the one, the big stuff.

Council Member Olsen asked Greg Rinzel, Deputy Director of Public Safety-Police Captain, if they didn't have to buy a couple unmarked. Captain Rinzel replied yes, they went out to open market on one, but we bought that through a forfeiture. That one came through Council because it was through a forfeiture, and it wasn't already authorized in the previous year's budget.

Administrator Levitt stated any time a purchase is above the budgeted number, we bring that back for authorization; so, you've seen a bunch of equipment-related items due to increases.

Council Member Olsen asked if there's supposed to be another bonding bill next year because they missed a year; so, they did one for this legislative session, but they missed 2022, so they're looking at doing a second one in 2024. So, if there's anything we think we want State bonding money for, we should be really working hard at that right now.

Mayor Bailey stated we're actually already in there; Administrator Levitt stated the project we submitted down there was the 100th Street project.

Council Member Olsen asked if there was anything else. Administrator Levitt replied no, because the difficult part is we don't necessarily have the money to make the match. So, as Director Malinowski said, if we're using all of our cash, if you went to the FMP number, this is the place where we put that increase in, to be able to make this fund more stable.

EDA and HRA Levies: As we worked through the FMP, we talked about EDA Levy vs. HRA Levy. An EDA Levy is subject to levy limits; it can be used for one other thing that the HRA Levy can't, which is business loans and development. So, they're not the same, slightly higher amounts of our estimated market value that we can levy for, but

it's a base number either way, so that really isn't something to think about. EDA Levy: Those are included in our City property tax levy. HRA Levies: Are separate levies on our property tax statements. So, in the FMP, we are building that EDA/HRA Levy quite a bit; she thinks it's almost \$1M at the end of the plan. So, it's something to think about if you want it to be an EDA Levy or an HRA Levy.

Council Member Olsen stated the HRA Levy would be more transparent, right, because it's a separate line item. He was told yes, it's a separate line item.

Administrator Levitt stated if you start looking at the HRA Levy, the legislature added the sales tax to go towards affordable housing. So, one of the things to keep in mind is if we have the HRA Levy, we might have more matching dollars to be able to bring in more of those funds. But we also know that redevelopment is probably one of the next things that is a big-ticket item; so, the HRA Levy would be used for that. So, at this point, the levy would be like .12% if you went with an HRA Levy, and that would be a separate line item; that would then also cover the cost of your staff salaries that was advocated for, and you could also put the Façade Improvement Program under an HRA Levy.

Mayor Bailey asked would you still then just leave the General Levy as the same, or would you say we wouldn't do the EDA Levy anymore? Or can we do both? He was advised yes, we could do both. He knows both are treated differently and legally they're different. Director Malinowski stated Ehlers pointed out that if we were thinking going HRA, our EDA has HRA powers, so we are allowed to do that, but we should talk to our attorney to make sure what we can or cannot spend HRA dollars on. Mayor Bailey asked if they were doing that and checking first; Director Malinowski stated we're asking if you would like us to check that. Mayor Bailey stated personally speaking, he would, just to see. We've had this conversation a couple different times, because depending what city you look at, some of them do one or the other, a couple of them do both; he's not against looking at the HRA, at least letting the attorney share with us what that is and then bringing it back to Council. Council Member Olsen stated there's no harm in getting that information. Mayor Bailey stated even with the Trellis situation, it either comes out of the EDA Fund or in this case, if it was the future, it would be an HRA. We could then look at using the EDA Fund for something that's more specific to maybe non-redevelopment, some of the projects that are out there, greenfield developments.

Council Member Khambata stated the nice thing is if we add the HRA Levy fund dollars to buy a property that we have earmarked for housing, as opposed to using EDA money and depleting that fund. Because what we're going to run into, if we continue to get a lot of development, is we're going to have more projects, more opportunities than we have cash flow. We're going to find ourselves wishing we had done this when the opportunity to levy was there, because when it's time for those people to come to the table and ask for \$200K, then where are we going to get it from. We can't tell them to come back in two years, and that opportunity will pass.

Council Member Olsen stated there are different rules that apply to that fund, as opposed to the EDA Trust. So, we have to be cognizant of that because sometimes you can use EDA Trust for something like that, sometimes you can't, it depends on the project.

Administrator Levitt stated Director Malinowski put together a quick summary of the EDA Fund and the EDA Trust Fund, and you can see the balances in there. Just as a note, we did the Interfund Loan for the golf course to pay back. One of the big-ticket items is the South District streets, which we're going to front the money until the assessments come in on the back end of those properties south. So, like MWF, Norhart, Graymont Village, all of those will be close to the property, those assessments come into it. So, we're using that to not actual bonding for the 100th Street by NorthPoint for those projects. So, it's saving you Debt Service at the moment for those.

Council Member Olsen asked if they did not include the donation amount on purpose because we don't know that we can always count on that; Administrator Levitt stated that's correct.

Mayor Bailey asked so basically looking at it, as it sits today, with the EDA Trust in 2025 will be back at \$3.5M, which was confirmed. Council Member Olsen stated but that's not including any rolling donations, which was confirmed.

Mayor Bailey stated the EDA Trust is separate from the EDA Levy, and the EDA Levy is only \$275; Director Malinowski stated yes, it's up from \$125 last year. Mayor Bailey stated and that's basically to cover the expense of the employees that are part of that, which he was told was correct.

Director Malinowski stated we're showing that the golf course loan will be paid back in 2024, when we issue debt for that in 2025.

Mayor Bailey stated he gathered and is hoping everybody's good to hear from the attorney regarding the HRA, and there is some interest in that.

Budget Changes

Administrator Levitt asked Director Malinowski to walk through the next section; this is taking all of the budgets from every division, and we'll kind of go through what was in that change, and then we'll also through budget cuts.

Director Malinowski stated in the FMP we included some increases on the Internal Service Funds as with the premiums, we needed to increase those even more. Utility increases in our Fire and City Hall buildings have been larger than we had anticipated. We've got that HERO Center contribution of \$49,495 that will sit in the HERO Center Fund if they don't need it. Assessment Services with the County is the amount that we experienced in 2023; we know we can use that going forward, so we increased that. Then we've got the Budget Additions (BA) that were approved. Building Maintenance Costs: We had a janitorial contract that went out earlier this year, so we had to increase janitorial services. We're recommending that the Comm Study be done in 2024. The Fire Annual Mental Check, that will be similar to what's done in Public Safety, is \$5,400. Glacial Valley Supervised Playground: That's at 0 in this list because they identified expenditures that they needed for salaries, but they also have residents to offset it, so that's at a 0. Increased salt costs for the Streets Division, the State contract came in over what we anticipated; there's not any additional salt, but just an increase in cost. A BA for Parks, and we'll talk about that more when they come in; right now, they've got a position that's funded 50% by Parks and 50% by Ice Arena. They're asking for the position to be 100% Parks and then another position to be 100% Ice Arena, and that's

at a 0 also because they identified revenue to offset the General Fund cost. Recreation Coordinator, 40 hours per week, that's also offset by revenue. The BA for the fence at Public Safety is in there; she believes City Council is still looking at that, so, it's just identified that we need to look at that. We reduced Building Permits, we already talked about that, so that's increasing the levy, but to offset that, we are keeping an inspector position safe in 2024 and will bring it back on in 2025.

Administrator Levitt stated we had a building inspector leave at the beginning of June, and we're not backfilling that position; so, we're holding that position open and will hold it open all the way through 2024, and then monitor where the building permits are at, to bring back the position in 2025.

Director Malinowski stated we looked at engineering revenues, and so, we can actually decrease the budget because we've got public projects that we are funding that will bring in revenues for that. Credit card fees needed to be increased again; we're finally, though, at the amount that we need to be in credit card fees. We are moving 2/3 of the Public Works cleaning and utilities out to the Utility Fund; that hasn't been done in the past, but just to recognize the Water and Sewer personnel at Public Works, so, we can do that for a couple years. Public Safety Aid will lower the levy, but then we're bringing on the Toughbooks and WatchGuard. Hiring the additional police officer that wasn't in the FMP, the three paramedics, and then the Fire Aide to the City in the Fire Staffing Plan, which we'll go into more. So, we're at a 8.05% increase to the General Fund there. Director Malinowski spoke about items that weren't funded, so that's another 4.5% increase on the levy that we could've had; we should note the SBCAs are being funded in 2025 with Public Safety Aid.

Public Safety

Public Safety Director Pete Koerner stated our Public Safety team did a remarkable job; we had many spirited conversations as we're all very passionate about each of our divisions, so there were many challenges. When we started this, we were following the direction that was given from the Council, as well as what we saw in the FMP. A lot of our initial ideas changed when we got the State Public Safety Aid funding, but we went into this knowing that there were a lot of increases that were outside of our control, including utility costs, cleaning costs, the supply chain, and inflation. Expenses from 2018, when he was first promoted, to now have dramatically increased. We sat down as a team and tried to prioritize this; it's a challenge in a Public Safety Department for him to prioritize Police to Fire to EMS, as they're all valuable components of the Public Safety model under which we operate, but thinks they did a really good job of going through the details. They made sure to remove areas where they were underspending, and if there were areas that they were getting closer to, they adjusted them. With the different priorities, they really looked at staff as one of our priorities. Obviously, we followed the FMP, but that Public Safety Aid money changed things.

Unfortunately, Dan Anselment was unable to be here tonight, but the HERO Center is doing incredibly well. It was a challenge opening amidst COVID, as there were a lot of unknowns, but things are starting to stabilize, especially with utilities. We had to give utilities our best guess as to what those would cost. Unfortunately, with some of the changes other departments made with training during COVID, there was a shortage of

officers in most agencies, which reduced some of their training, but Dan has done an incredible job.

Administrator Levitt, Director Malinowski, Captain Rinzel, and I are members of the Financial Operations Committee, so, he asked Dan to highlight some things. The big accomplishment was with Rasmussen University; they're still at four classes, and didn't have enough for a fifth, but they're hoping that things will start going that way. Dan is always trying to get more users in there. It's amazing how many agencies we have coming here now that already are members at South Metro, but they don't even have the availability.

A big push, too, is Dan wants to have the additional civilian courses for public users and different things for Public Safety. We're trying to learn what are the valuable training sessions that we could have, and many of them are based on deescalation; we're constantly trying to market that and make sure people are utilizing it. With the mat room, we could probably have four of them and still have a demand for that. Dan has also worked with a lot of outside venues, so, it's not all law enforcement using our training room; 3M has used the classrooms, as has the School District, who is there often. There is a need in the community and it's been well received.

Director Koerner asked Director Malinowski to comment on the finances. She stated in 2024 and 2025, she talked a little bit about the blue, which is the partner contribution; while they budget their revenues and expenditures conservatively, there is a deficit budgeted each year. When the Committee met, we talked about starting to do a contribution of that deficit. So, we took 75% of that deficit and we put it between Woodbury and Cottage Grove, based on the number of officers, and if it's not needed in the fund, it would stay to fund that capital in the future. So, for 2024, it'll be \$84,271 for Woodbury and \$49,403 for Cottage Grove. We've included this in the General Fund and Police budget, under Training.

Council Member Thiede stated he remembers when we started all of this, we said we'd be in the red for probably a couple years. You said we've done great, yet we've still not got revenues that are outpacing expenses.

Council Member Olsen asked if last year was in the black; Director Malinowski confirmed that 2021 was in the black, but 2022 was not, and that was due to increased utility costs.

Administrator Levitt stated she thought there were a few factors: We opened right after COVID. Another challenge was the civil unrest, and then there are the PTSD claims, people are leaving the profession, so a lot of cities actually had to cancel training because they were short staffed. So, the variables that have been affecting it unfortunately have been the perfect storm of challenges to even get to our operating model and the assumptions we had. We've been working with challenges since we opened, so, it wasn't ideal.

Council Member Thiede asked if our goal is still to have revenues outpace expenses for the HERO Center; Administrator Levitt replied absolutely. Council Member Thiede stated it doesn't look like it. Administrator Levitt stated no, because the cost to operate it with utilities, to operate a range, which is a key component, we have utility expenses

from Xcel, electric and gas, that are outpacing anything that we could ever charge. We'd charge ourselves out of the market and drop our demand.

Council Member Dennis stated we see the graph; you've got a scale of dollars, but what is the difference for revenues vs. expenses?

Director Malinowski replied in 2021, we had a surplus of approximately \$31,000, and then in 2022, we had a deficit of \$26,000; so, we were able to combine those two and not have to have the cities contribute. But just looking forward, it makes some sense to start doing a partner contribution; if it's not needed for operating, then it can be used to fund future capital.

Council Member Dennis stated utility costs are fueling a lot of this problem, so, are there controllable measures that we could do that might not be earthshattering; for example, maybe the thermostat gets set two degrees different for temperature control. Maybe we don't have to run the lights fully on all night when nobody's there; he thinks when he drives by the facility, isn't it lit? Why are the lights on 24 hours a day?

Director Koerner replied that's a security feature; we have the armory there with all of the ammunition and guns.

Council Member Dennis stated but we have that fully alarmed though, so, if something were to happen, we're right next door. He's just thinking there are small controllables that we can do that might not seem very large, but if you add a number of items together, all of a sudden we'd balance it out.

Director Koerner stated yes, and Dan has reached out to Xcel Energy to see if there are any programs to do an assessment up there, also, an energy audit. He knows that Dan is in the process of doing that.

Council Member Dennis asked if we were on their system that allows them to turn off AC at different times based on electrical draw. Council Member Olsen stated that's the Saver's Switch. Council Member Dennis stated he knows that can be done with residential properties and with businesses, and he thought they were looking at doing that at Almar Village at one point; the savings are actually pretty decent. Council Member Olsen added and it helps you spread your costs evenly over the months. Council Member Dennis agreed and stated he's just looking at controlling controllables.

Council Member Olsen asked about its operating hours; Captain Rinzel replied there are varying hours. Rasmussen is a Tier 1 user, they're educational, they do 6:00 to 10:00, including weekends. Obviously, the range is open to the public on weekends. So, we run pretty extensive hours, so it's very difficult to do a lot of those Saver's Switch features other than we have room occupancy lights and other things that go off; the only lights that should be on past 10:00 p.m. are the main entry-foyer area, everything else is off unless the janitors are there.

Council Member Olsen said we have the security lights around the back, too; Captain Rinzel replied those will only go on when we turn those on, they're not automatic, as those are actually training lights.

Captain Rinzel spoke about the history: When we first did this initial plan, East Metro was our biggest comparable; their owner agencies each contribute, based upon a percentage. So, Bloomington every year, regardless of the use, contributes about \$180K; that's their given cost. All the people that use this have costs of literally \$150K,

that's the least amount, and that includes Edina, who is an owner. We didn't want to do that. So, that's why he thinks, Council Member Thiede, we kind of talked about a five-year plan; we thought in five years, we're really going to start to know where we're at. We outpaced that to the point where we hired somebody this last year fulltime, Joe Montey, from Public Works to the HERO Center; so, the biggest change you saw is the cost of the employees. We went from Dan, to Dan and Bri, to Dan, Bri, and Joe; so, just the FTE is \$120K including benefits and everything else, and that's really your change. That, along with the mechanical increases that we had; we had no idea what it was going to cost.

Council Member Khambata asked if our department still pays for our usage there; Captain Rinzel replied no. Council Member Khambata asked what would our department be paying if we didn't have the HERO Center, would it be more than or less than this amount? Council Member Olsen and Mayor Bailey both said it would be a lot more.

Council Member Khambata stated so, it's still a net gain, even though it's not clearing all of its own expenses; it's an offset for our Police Department budget.

Council Member Olsen stated when we used to have to do the highway, etc. it's a question of can we even get there, is there enough time. Captain Rinzel stated the biggest cost on that is employee time, travel to and from; we did an analysis when we were first looking at this, and we spent \$300K a year on travel time. Traveling to and from the training site, lost wages, and more lost training time.

Council Member Khambata stated he's understanding that, with everything else. So, he thinks it's still a net benefit to the City, but then we don't have control over the Xcel Energy costs, the State regulates those; if they're going to go up, they're going to go up. But the amount of money we're talking about is equivalent to maybe encouraging people to not slide off the road in the snow and incur an accident on a squad. If we were going to focus that heavily on how to reduce our utility costs, that same amount of effort could curtail overtime expense by a disproportionately larger amount. So, if we really wanted to try and tighten things up, he thinks it's novel to think that we can do it by turning the lights off, which we should be doing; that's a pretty small line item in the grand scheme of things if we're trying to be cognizant of expenses.

Council Member Olsen stated it's smart, though, to have that energy audit, wouldn't you agree; Council Member Khambata replied, oh, heck, yes. Because like Council Member Dennis said, you can save \$10K a year. Council Member Khambata said it's a parasitic loss.

Council Member Dennis stated in his mind, this is no different than what we had with River Oaks where we lost money for 25 consecutive years until we took it over. So, the thing is you can look at this and say wouldn't it just be nice if we could just balance the books; we don't have to make a dime, just have it pay for itself. The rest of the amenity, the rest of the cost that we get for being able to run our operations through there, that's all incredible icing on the cake. It would just be nice to have the business support itself.

Council Member Olsen asked Captain Rinzel if for 2021 and 2022 we basically are flat, with a \$5K net gain for those two years. Captain Rinzel replied we were basically netting, yes. The big one is literally in the courses that we offered if we had just had

people sign up for the courses that we already offered, it was literally a \$45K deficit, and that in and of itself would have paid for it. So, you're looking at there's just a lot of variables that occur that makes this very difficult. He thinks what Finance wants us to do, and he's not speaking for Director Malinowski, is to have some buffer, too. If we do really well one year, we can still put money in there. So, if we don't do well the next year because of energy costs or other things, we don't keep coming back to the table; that becomes its own self-supporting business.

Council Member Olsen stated it's like the Ice Arena or anything else. Council Member Dennis stated it's how we do personal budgets; it's always recommended you have 6 months worth of living expenses put aside in case you lost your job or you got injured or something like that. Council Member Olsen stated right, and you'll have capital needs at some point; the building is going to age. Captain Rinzel stated that's kind of what we're trying to do is over a long term have a FMP so we'll keep putting money away, so we don't have to keep coming to Council asking if we need to do another energy audit, or how do we shut the lights off.

Council Member Khambata stated he thought moving forward it was a good idea.

Mayor Bailey stated we're talking about \$30K, and so, we'll be digging into some bigger numbers a little bit later. He said when the original proposal came through to us, there was a more significant deficit projected for the first five years. Council Member Olsen stated it was projecting a \$250K deficit. Mayor Bailey said so, we're markedly better than where we thought we were going to be. If the energy costs are a bit of a challenge, his thought process is we do the energy audit, which makes sense, but he asked if there's an option to do something like solar or something on that building that would help offset those costs.

Captain Rinzel replied we looked for grants last year and we went to the State, and we asked our Community Engagement Officer to dig around on any energy savings or anything to do with green energy, anything that we could do to put on there. We looked and there was nothing available; that doesn't mean we're going to stop looking because hopefully we could find something, either Federally or with the State.

Director Koerner stated there's a lot of real estate on top of the range. Mayor Bailey stated that's exactly what he was thinking, and the reason he's bringing it up is he'd heard on the news earlier today that part of this massive stimulus money that came through, come December a couple billion is going to be divvied out to all the states to use for like solar, wind, or whatever.

Council Member Olsen asked if that was tax credits or is it actual cash; Mayor Bailey replied it's actual cash. Administrator Levitt stated that's what we're actually looking at for the Ice Arena; we've already got proposals for the Ice Arena. Mayor Bailey stated if there's going to be a pot of money out there and we can help our expenses, whether it's the HERO Center, City Hall, the Ice Arena, or Public Works, we should.

Captain Rinzel stated we'll look both Federally and with the State and talk to them; specifically, Representative Angie Craig's office, because we really are looking for green energy or anything solar that we can put on this building. Mayor Bailey stated that's perfect. Council Member Olsen stated that's part of that GreenStep Cities thing that we're part of, too, so that makes perfect sense. That's a good idea, Mayor.

Captain Rinzel stated we raised rates on other things for the range, so we're doing those offsets. Mayor Bailey stated his whole point is he remembers it was \$250K between us and the City of Woodbury from day one; do I want us to break even? Yes, our goal has always been to break even, and then have money left over for the future needs of the building.

Director Koerner stated he knows Council is well connected with what we're doing, but there are a couple accomplishments of which we are very proud: One of our goals was the Peer Support Group, and they've kicked it off this year. We've already been doing the neck-up checks, and to piggyback later on the Fire and EMS, we want to roll that out for all of our Public Safety folks. He thanked Council for all of their support on all of the things that were listed.

When we get into our goals, the main thing is in the FMP, one officer; as we've always told Council, when we do the onboarding, the academy, even numbers seem to work better. Right now, we have seven officers on each crew, and when we did the staffing plan, we've done really well on a lot of our specialties: We joined the Sex Trafficking Unit, we have a person in Narcotics, we have Case Management, so we have a lot of those, but we didn't really backfill. So, seven is a good number on patrol; however, when they start heading for training or take time off, that's psychological. Five people working a lot of times is adequate, but when officers come to work every day, look at the schedule, and see that we're on minimums, that was really our focus. You hear about all these state and national trends about recruitment retention; we've still done pretty well here in Cottage Grove, but we just had two laterals that came here, so there's something good happening in Cottage Grove. They know it's the community support and they like our commitment to training. One important goal is we really want to continue to work on our recruitment and retention; we area in which we felt strongly about recruitment and retention was adding Community Service Officers. Right now, we have them working from 7:00 a.m. to 11:00 p.m., 7 days a week. When we first threw this out there, there were very few things on the police side that we asked for; we asked for the officer, we asked for C.S.O.s, and we asked for the security fence. A couple things on the C.S.O.s: They're extremely valuable, they help with transports, they do the fingerprinting, traffic control; another thing that's really cool that our City does is our C.S.O.s actually go lock up the park buildings at night, too. So, that allows the community to be out there and using the restrooms, plus it's a way for our C.S.O.s to be out in the parks. He knows Council has been to a lot of our City festivals and events, where our C.S.O.s really engage with the public. They also do the Scout tours, all of those things that are community engagement, which is one of our top priorities. Another challenge we're having right now is finding volunteers to add to our Reserves; so, you've probably seen an increase with our C.S.O.s helping out, even on July 4, they were the ones out doing the traffic control. So, those are some things that he just wanted to throw out there when we talk about recruitment. We've also done pretty well with our hiring the last two years with some diverse candidates; right now, when we hire our C.S.O.s, we get a lot of females, so it's another part of that recruitment to get some diverse candidates. The legislature was always talking about recruitment and retention, and many departments have gone to a cadet program, and that's basically what ours is;

Captain Rinzel went back three years, and found that 50% of us were internal hires, were either C.S.O.s or Reserves; so, that's a remarkable number. Also, 45% of our officers are lateral transfers, so they've been police officers elsewhere; only 5% of our officers are fresh out of school, so most have some of that background. That's remarkable, and he doesn't think there's a department out there that can touch that, but we've been very successful with that program.

Council Member Olsen asked don't they do a little bit better on their F.T.O. since they already know the topography and computers, etc. Director Koerner replied Cottage Grove's geography is a challenge for people who didn't grow up here or work here; none of the roads are straight, and there are bays, alcoves, cul-de-sacs, coves, you name it. So, that is a good point that they already come in and know the County Records Management System and they know our Dispatch; there are so many benefits to that. With all these technologies, we like right now that we have a Toughbook in each squad, but now each officer is going to have to have one; that's a new requirement that the State is doing with authentication. IT Manager Brian Bluhm has looked at every way around it, but there's no other way, it has to happen. So, a lot of those costs are in here, and there are some different things, like the automatic license plate readers; our new squad system has different LPRs with that, so, that's why we wanted to really explore that, and any preventive strategies that we can do. We're still focused on the Employee Wellness initiatives and resiliency. We have a piece in there later about just our squad, and we put the numbers in there so you can actually see, it's pretty telling.

With the security fence, on May 25, 2020, our world changed with the civil unrest; when we first came to you, we asked what do we do about security fencing. Three years later, the cost increased from under \$100K to about \$140K; so, we're still looking at that. Now, we have the Fence Consortium, too, if we have a civil unrest situation, but it's a valuable thing to have. The biggest part of that is the gate; so, we have one amount \$140K, but thinks we can look at different numbers. Captain Rinzel and I talked today, wondered if it can go from 8' to 6'. The gate is a substantial part of that, \$60-\$70K, so, there's just a lot of options we want to look at. The fact that the cost increased to the point it did scared us, but there was rationale when we asked for it, and it's just the officers' peace of mind, coming and going, as not everyone likes us. It's just having that security when their cars are even parked here.

Council Member Thiede asked where that fence would go; Mayor Bailey stated it would be in the parking lot. Director Koerner stated it would be the lower lot, pretty much near the generator. Captain Rinzel stated it would be just the back lot, not anything in the front. When we originally did this, we matched it with the gate at the HERO Center, because it was going to be one continuous, and that's where we had the 8' fence. That's where we looked at opportunities, asked is 6' going to be big enough for the needs that we'll have with it. Well, we had the Fence Consortium, then you have a fence, and then another fence, so then this 6' is going to be high enough for just to keep people from coming in to record or want to do nefarious things; it's a barrier between the roadway and the parking lot.

Mayor Bailey stated he knows it's in the budget at the moment. He also knows what's not in the budget is the heated sidewalks for the Fire Station. There are things that we've cut in the past, which we regret in the future. If you're going to bring us back

the 6' or the 8', he'd like to just know the difference in price between the two because he doesn't want us to cut off our nose to spite our face. He thinks that 8' should be the number because it isn't so much that you're going to have the Fence Consortium in the event something happens, but you might just have the crazy that's going to jump a 6' fence but will have a difficult time getting over 8' to do damage to police officers' vehicles. So, he just wanted to mention that between the two.

Council Member Olsen stated he knows when Council Member Dennis was part of the department, they had the garage, so you could park in the garage to secure your stuff. He suspects as we don't have much room in our garage, this is probably a good idea.

Council Member Dennis stated there was always outside parking at the old station. Director Koerner stated we had more problems with that lot because we had so much foot traffic coming through there; he personally sustained thousands of dollars worth of damage to the hood of his first truck.

Council Member Dennis stated the thing about this, too, is it provides a barrier of security that increases the time necessary for someone to cause problems, and time is always one of the big elements that criminals dislike because they don't want to be seen or stopped. It provides an extra measure of security relative to exiting the sally port, and it provides a protection and peace of mind for our officers, the people who protect us; so, this is an opportunity for us to return that protection, and they deserve that.

Council Member Thiede asked if it is like a barrier type or a solid type of wall. Director Koerner stated the one we have to bid on is like the one at the HERO Center. Council Member Khambata stated the tops of the spindles are a little spiky. Director Koerner stated yes, they're wrought iron; Mayor Bailey confirmed that fence is 8'.

Council Member Khambata asked on the advanced sighting system for improved accuracy, has anyone scored with the new Red Dot system? Captain Rinzel replied we've all qualified with them. Director Koerner stated those have remarkable improvements, so, yes.

Director Koerner stated this next item we can go through really quickly. He just wanted to highlight it's up to \$90K to equip these squads. Captain Rinzel stated the \$45K was last year's contract bid, so, we'll see what Ford says this next year.

Council Member Olsen asked what they're paying in outside maintenance because he knows the guys in the shop said that they were having trouble keeping up at some points in time; are we suffering because of that on the P.D. side?

Captain Rinzel replied no, he wouldn't call it suffering. We just have cars that are kind of down, here and there. Council Member Olsen asked if we're having to outsource a lot of that work; Captain Rinzel stated it really depends. Director Koerner stated they have a pretty good maintenance schedule. And they try to work around when there's a snowfall, mechanics are all busy as trucks are breaking, etc.; generally, we have good enough maintenance, we might have to wait a week on that, but he doesn't know of any delays that we've had. Captain Rinzel stated our shop doesn't do exhaust, alignments, some of those things that our cars have with those issues; they also don't do any warranty work, so, maybe if it was under warranty, it'll go out to whoever repairs those.

Council Member Olsen stated he's seen our vehicles at the Ford dealer in Inver Grove Heights many times. Captain Rinzel said there's a lot of recalls on Fords.

Mayor Bailey asked if all of our officers are going to need Toughbooks, he's assuming then what happens is when an officer is done in their car, they just take their computer with them.

Captain Rinzel replied the dock stays, but the computer goes with them. It's a single signoff authorization or something that the BCA and the F.B.I. are saying shouldn't have more than one person logged into a computer. But they're also going to be using their desktop; so, IT is working on at some point having a Cradlepoint within there. They'll keep the monitors up and you'll be able to plug your computer in, so they can go there, too. Mayor Bailey stated he's heard that that sometimes gets cumbersome where they're having to share, because not each officer has their own cubicle.

Administrator Levitt stated please note in Public Safety Aid, that's where the \$117K in the Toughbooks comes in.

Director Koerner stated Fire Squad 1360 is our Fire Marshal's vehicle, and the other, 3117, is the District Chief's vehicle.

Emergency Management

Director Koerner stated we've done a lot with Emergency Management. There's a second item listed there, the camera trailer purchase with the grant proceeds. If you recall, Mayor Bailey, last year you challenged us, when you asked about Hastings. We originally were looking at \$55K but when it's all said and done, he asked Captain Gwen Martin what the cost was; she replied \$79K and change.

Director Koerner stated we've had it out, we actually have it down at River Oaks right now because they had a lot of their supplies dropped off. We've also had it at events, and we're actually going to use it at the Washington County Fair because the County had leant us theirs for so long that we're paying them back.

Director Koerner stated we had a snowstorm on April 1, and he asked Captain Martin to speak about that, as she's worked a lot with Director Burfeind on that.

Captain Martin stated with all the debris that fell, we have old trees and they all fell, we were able to get a State Disaster Declaration from that snowstorm. So, we've got 6 months to complete debris removal; Public Works and Parks and Rec are chipping away at it, little by little, trying to get our parks back to the state they were in before the storm. With all of our costs, the majority of which are labor and equipment for Parks and Rec and Public Works, we should be getting about 75% of that back from the State Disaster Contingency Fund.

Council Member Olsen asked if we had that factored into our budget; Captain Martin replied no, because we're tracking expenses on spreadsheets as they're being incurred. As soon as the work is done, then we can submit that.

Council Member Olsen asked if she knew the timeline between our submittal and our reimbursement. Captain Martin replied no; in 2019, when we got money back from our Flood Declaration, that was about 12-to-18 months later. So, no, she has no idea when the reimbursement will arrive.

Director Koerner stated we have three gaps left in the City's Outdoor Warning System: 1) Military Road; 2) Mississippi Dunes, so when we get the park down there, that's truly what an outdoor warning siren is for in that area, the kayakers and canoers and that river access; 3) Ravine Park area. We've been communicating with County's Parks Department, as they should have one, but since they don't have a campground, County hasn't offered to put one there. That's our goal, and he's been bantering with our Washington County Commissioner, trying to get that, so we're working on that, too.

Forfeitures: We purchased a vehicle out of the Criminal Forfeiture Fund. In April, we used DUI Forfeiture Funds and that really depleted that DUI Fund, but it was the perfect use for it and that was about \$75K. So, we were down to \$2K the other day, and Aly just put about \$3K back in that fund. The Criminal Forfeiture Fund has about \$28K.

Settlement Funds: Officer Schoen and I have been working with Washington County, as they have two people tasked with spending that money; they actually have oversight from the County. So, us and Woodbury have kind of put it temporarily on hold; Washington County is spending a significant amount of their fund, but they're doing a survey on what the needs are in Washington County. We have some different ideas on how that money can be spent, maybe naloxone training, some of those things. We feel there's a good connection with our Case Management Unit; they deal with a lot of folks with substance abuse, and we also think there's a good way to use it with our Community Paramedic Program, too. So, we have some really good ideas, but with Woodbury and Washington County, we decided to put it on hold until about September, and then we'll have some more ideas. Obviously, we'll come back to you and let you know some good ways of spending that.

Fire Department Staffing Plan

Director Koerner stated this plan is extremely lengthy, with a lot of data behind it. He highlighted a few of the things with this plan. In the introduction, it talked about all of our accomplishments. We truly do appreciate everything; our Fire Department and EMS Program have greatly evolved. Even when we transitioned from the Police paramedics to the Fire-based paramedic program, that freed up so many things on the Police side, and in the EMS side, it really helped our Fire side. Just with what the duty crews did, it brought us to a whole different level. We got the ladder truck a few years ago. Jon Pritchard was hired as our Deputy Fire Chief when P.J. retired as Fire Marshal, and we really wanted to put an emphasis on EMS. One of the District Chiefs has taken on a lot of the training. Deputy Chief Pritchard is our EMS guy right now, and he has done a lot, worked with Captain Martin on Emergency Management during the COVID era. When they put together a staffing plan, Council Member Khambata and I learned a lot; we had Chad from Ethical Leaders and Marty, who actually was a former Chief at Edina Fire, so he really understood the topics. We try to have not only a group of fulltime, parttime, but Kyle works fulltime in Hastings, but he's very passionate about the combination. Mike McCoy has been with us for 18 years, Nick Arrigoni came from within, previously was parttime. So, we really tried to use that group, but it was quickly established that we wanted to do this as a combination department; our focus was how do we do this with both fulltime and parttime staff. So, this Staffing Plan has really evolved and is really focused on the front line and maintaining a level of service excellence. We really wanted

to focus on 25 or 30 parttime staff who had the ability and could do the hours. We focused on the Cottage Grove service area; so, even though we provide EMS to Grey Cloud Island, Newport, and St. Paul Park, all of our recommendations are based on Cottage Grove. The Plan is really structured on what our goals were, and that's to get at least two ambulances up 24/7 and also to have a Fire crew also.

Director Koerner spoke about the current crew: One fulltime captain, three fulltime firefighters, two 24-hour positions, and one 12-hour position. If we allow one of the fulltime staff to be off, we try to fill additional shifts with the parttime, and we've really struggled with that. The FMP had one fulltime firefighter each year, for the next three years, to kind of fill that gap. Of course, when we started discussing this Staffing Plan, the Public Safety funding wasn't out there, so, that kind of sped up our stabilization plan.

Director Koerner stated that as Cottage Grove's population is growing, our calls for service are increasing, especially now on the EMS side of it, with our aging population. Cottage Grove Public Safety has always had a higher level of service, as we're also doing the life safety inspections, community events, HEARTSafe Community, etc. We're doing so much more, and as long as he's here, he's committed to our agency doing this community outreach, and he knows Council supports that as well. Call volume factors include our aging population and higher-density housing. Level of Service Factors: We wanted to establish benchmarks, and for years we've talked about our great response times. We don't want to see those suffer, but we know as we get busier, those are easy numbers for us to watch. Mutual Aid: We all work together; we work with Woodbury and Hastings. Newport has done something incredible, as their Fire Department has really improved and they're doing a lot more mutual aid. We're also focused on community events and community engagement and just the different EMS initiatives we're doing. The life safety inspections are really important to us, but businesses are really frustrated when we say we'll be there at 10:00 tomorrow and then we get a medical; so, we really want to provide just good customer service, and he thinks our business community expects that from us. Recruitment and retention is a challenge; if you look at all of the departments that have gone from parttime to fulltime, there was a study done in 2014 when Ethical Leaders did our organizational study, they commented that Cottage Grove is still a novelty, that we were ahead of the curve with retention when departments were making that transition. We've learned a lot from these departments and we've talked with them; some did not do a good job, and we met with Woodbury and they've figured it out. They're still doing a fulltime, parttime, but we learned about their Relief Fund, and we'll get to that. Sometimes population is the determining factor that makes departments go to fulltime staffing; with this Fire Staffing Plan, we look out 5-to-7 years, and we're still focused on a combination department. Turnover Rates: In 2021, people think it's odd that we didn't add any staff, but COVID was still going on; so, people who were supposed to start in 2020 didn't start until 2021, so that's why there's a discrepancy there. We increased pay a couple years ago. He didn't really know what drives a parttime firefighter; is it that duty to serve, is it the money, or is it the benefits? We did a survey and got some really good responses from them. We've been really good with Century College and Inver Hills with the ride along program at the high schools; we just recently updated our Memorandum of Agreement (MOA) with those

colleges, and we're one of the few departments that really works with their students. We obviously need to have a more robust recruitment and retention. Recruitment and retention challenges: From 2018, with number of hours worked, you can see a significant drop; while there are different factors, each day we have 15 hours uncovered, which is why we want a more robust parttime program, but we also need some fulltime to fill some of that. We had the requirements of 36 hours/month, and that's their minimum; we still have some of them who have to be told you can only do 120 hours a month. So, it's not all of them that are doing the minimum, and supervisors are doing 48 hours. Leaving shifts unfilled means that we can only get out one truck, and we don't want to be giving our EMS calls away to other departments.

Council Member Khambata asked Director Koerner if he knew what the average years of service is, if we're keeping the same core group of people, and maybe 10% is turning over. He wondered if it's new people that can't hang on or if it's older people leaving that we're having trouble replacing.

Deputy Chief Pritchard replied that's a great question; it's about 50% turnover by year 5 and about a 20-25% turnover by year 2. For example, Director Koerner had pointed that in 2020 and 2021, we had actually added 10, but 3 of them never started. He's been at this for 14 years, and he's made a lot of sacrifices with his family; it's really tough to maintain that number, and we understand that. So, that's what's really driving a lot of this. It sounds like they can do it, 36 hours a month, but it's very difficult; so, that's where we came up with turnovers, we're looking at 5 years, and that occurs depending on how big of a commitment they think that is.

Mayor Bailey asked at the 5-year mark, he doesn't know if there's anything out there that we could point to and say it's this; structurally, is it the parttime staff are maybe finding fulltime work?

Deputy Chief Pritchard replied that's also part of it; he doesn't know the exact number, but probably 10-15% of those folks are probably getting fulltime jobs, and that's one of the driving factors for people coming into this. As Director Koerner pointed out, we have them working maximum hours for those first couple years, they're in medic school, and then they get a fulltime job elsewhere. Fire Chief Rick Redenius said some of it, too, is when we hire younger staff, life changes occur: They can off to college or they decide not to do college, and this is going to be it. They get a girlfriend, they get married, they move, etc. or they just hit the 5-year vesting, and decide they've had enough.

Director Koerner stated as we moved through this process, we'd actually met with Woodbury on how they were able to retain, if it was the money, and that's where this discussion started. There's always that fear, when we're talking about staffing, that we're getting rid of people; so, at this meeting were Director Malinowski, Administrator Levitt, Chief Redenius, myself, and >20 parttime staff. We talked to them about what expectations they have, asked about their concerns, and so we ended up doing a survey with them. So, the first part of being supportive, 19 members voted yes and 6 members voted no, but we also asked them to rank things; when he met with the parttime staff, each one has ideas of what they think would help the agency or this is

what hurts it. With the higher hourly pay, many of them said once they became an EMT, there was never any recognition of that, like a step payment, like we have for non-represented staff, the police, and fulltime firefighters. They all thought that experience pay was important, and bonus pay where you could get rewarded for a certain number of callbacks. The reason we have those highlighted right now is we already have that budgeted, what a pay increase would be; it would also be closer to the top pay scale, in comparison. Over the last few years, we've done a 20% increase; this is another bump for them. With the hourly requirement, with some of the callbacks, that's been a challenge with response distance. Before, we had the residency requirement because we counted on them to come back; then we went out to living 15 minutes from Cottage Grove. Maybe now we need to open that up more since we have duty crews, so those are all things when we do the new recruitment and talk about expectations that we really need to talk about. We've heard from the members loud and clear what their comments are; with some of it, we can't accommodate certain things.

Dissolution of Fire Relief Association

Administrator Levitt asked Director Malinowski to speak about dissolution of the Fire Relief Association, to give a brief overview of that and what that means.

Director Malinowski stated the members would have to vote; there's a process for that and we've received some information from our attorney on that. When they dissolve the Fire Relief, and that's with the State, they didn't necessarily do new bylaws, so we need them to do that. They would need to reestablish and then do that vote. We got some information from PERA of what those payments would look like, and we shared those with the parttime firefighters. We sent it back last week because we had some years of service that were incorrect, so those dissolution payments, if they dissolve, would likely be at the State maximum. They're quite high, and we will be working on those next week. If a member is less than 50, there is a net present value that's done on this; they can take those funds and roll them into another retirement vehicle, such as an IRA, and those funds will grow until they reach that age of service. We were very clear when we met with them that that would occur, because when we reached out to Woodbury, that was some of the misunderstanding that the parttime firefighters had; they thought that at that payment level of years of service that they would get that at their age. So, if they were 30 years, they thought they would still get that full retirement amount. So, there's a net present value that's done because it will grow in their retirement vehicle until they retire.

Administrator Levitt stated right now, the Fire Department gets \$266K a year that goes into the Fire Relief Association; so, that is what is aiding in their retirement. Two years ago, the legislature changed the law and now allows the City to take possession of that if we desire. The commitment we made to them was to get them to approximately \$10K a year; so, now, and the fact that we're at \$15K a year, it more than satisfies our commitment to them in that regard. So, based upon 19 members saying yes, let's dissolve, 1 saying maybe, and 5 saying no, it seems advantageous for us to do that. And then as part of the Fire Relief Fund, we put \$100K in that from that Public Safety Aid for Fire staffing, \$100K to help cushion this transition and to put more effort into their recruitment and retention of part-time staff to get those three main things: The hourly rate, the more years of service, and the bonus pay for good standing. So, that's

what we're advocating for based upon the parttime firefighters that are currently employed; they're advocating for dissolution because they get access to that money sooner than they anticipated, and they're all also maxing out at the State maximum of \$15K.

Council Member Olsen stated the Woodbury process did not go well at all. Hopefully, as we've had conversations with them, we've learned some things based on their experience, but the things he would like to know more about are: 1) If we were to dissolve the Fire Relief and distribute that money, is it like a 401K where if you pull it out early, you get penalized? Director Malinowski replied yes, if you take it as cash. 2) So, if I'm an active firefighter, and I'm getting Relief funding each year that I'm an active firefighter, do I have the ability to take that money out anytime I want to if I'm still working? This is we're essentially forcing them to take their money, and then it's their choice at that point whether they want to keep it, reinvest it, or do whatever, right? Director Malinowski replied yes, it's either tax deferred or not tax deferred. 3) Let's say that I'm a firefighter and I just want to keep it in PERA, I don't want it, I'll just leave it there, it's fine, I'll get it whenever. Do I have that option? Director Malinowski replied no; Administrator Levitt added because they're going to get a different PERA, another retirement vehicle in addition. Council Member Olsen stated before they answer that, the Fire Relief Fund when it changed to PERA did very, very well. It's been really good for them. So, if I'm a firefighter and I'm thinking about my retirement, and I'm thinking I've got this nice pot of money that I've earned and it's in a really good retirement vehicle and it's earning really nice dividends for me, I could potentially have some heartburn saying well, you know, you could invest it somewhere else. Well, what's the average rate of return on an IRA right now? All you have to do is look at our City investments, and you know the answer to that. So, theoretically, they're losing on that proposal, but tell me about this second PERA plan.

Director Malinowski stated if they decide that they want to be hired back, they will go into PERA Coordinated, which is another pension plan through PERA; it's the one that the Administration staff is under. You get years of service, and then based on your top 5, Chief Redenius tells me it's the top 5 months, your high 5 salary, then you continue to get that top 5 times your years of service as a monthly benefit as the pension.

Council Member Olsen stated but if we make people reapply for a job and they get into that program, they're considered a new member, right?

Director Malinowski replied they are, and Chief Redenius stated they have to go at least 5 years. Council Member Olsen stated so, they don't get any credit for their past performance. Director Malinowski stated that's correct, but they're getting paid out on their past performance through the Fire Relief pension plan.

Council Member Olsen stated so, if they were to get paid out under the proposal, they have to reapply for a job in the City of Cottage Grove; they don't just get to stay, they have to reapply. So, they reapply, and they get hired, and they are considered new under this new PERA plan. Can they take the funds that they got at the payout and put them into their new PERA account?

Director Malinowski replied no, as it's two different types of pension plans. Council Member Olsen stated he's aware, but when you take money out of a retirement vehicle,

you have the ability to roll it into a new retirement vehicle. So, if he was to quit his job at Dollar Tree, whatever I have in my 401K, I can roll into my next employer's 401K, which is easy to do. So, what he's asking is can it go from PERA to PERA?

Chief Redenius replied he doesn't believe it can; the reason he says that is because there's maximum yearly contributions. Almost every one of those people that received their money on a payout, if they decide to do it that way, would be above the maximum contribution for that; so, they wouldn't be able to do that.

Council Member Olsen stated so, to be clear, they can't leave it where it is, they have to reapply for their job, and they're considered new under the new program, and they can't move it from the old PERA program to the new PERA program. So, they have to find some other way to invest that money, or they're going to get a massive tax penalty, just like you would if you took your 401K early.

Administrator Levitt stated we'd be hiring them back at a higher hourly rate and a bonus. Council Member Olsen stated he's not concerned about that; he's trying to think about the money that they're going to be owed from the PERA fund that's earning really good interest right now. Administrator Levitt stated we could also say the market's in a really good position right now, too. Council Member Olsen said you could, that's not true, but you could; if you look at the stock market over the last 5 years, it's actually down quite a bit, but it's hopefully going to improve, yes.

Council Member Dennis stated so if we're looking at the one side, we know there could potentially be a challenge for some of these people, depending on what they choose to do with their funds; so, here's his question: We've got that as one consideration, what's the other side of the story? What is the benefit to the City, as far as operations for us, as far as cost measures for us, as far as keeping people employed in those positions, as far as implication for taxes to the community members that fund this? What's the other side of the coin?

Administrator Levitt replied if you think about it, you've got \$266K going to the future, coming in to actually fund the Public Safety Fire and EMS programs. So, you're buying down that amount of money in the levy; if you were to think about that, just on a levy basis, you're buying down \$250-\$266K of the levy.

Council Member Olsen asked if that's factored into our next year's FMP.

Council Member Dennis stated so, the \$266K benefits the whole 41,000 residents of the community; Administrator Levitt replied that's correct. Council Member Dennis stated or the number of taxpayers, right? Administrator Levitt stated and the entire department; Council Member Dennis yes, and the department itself. So, he guesses we'd have to weigh out this cost vs. this cost or this potential benefit to arrive at a decision. Administrator Levitt replied that's right; you can get a new ambulance or reduce that ambulance expenditure by one year's payment and that's significant.

Council Member Dennis stated so, you've got the one potential impact here, and then you've got this potential benefit.

Council Member Olsen asked what impact, if any, does that have on people who have already retired? Director Malinowski replied they have already been paid out; so, they're not part of the equation.

Chief Redenius said just a caveat, current retirees who have hit 50 and have chosen to take their payout, get paid out. We have retirees who are not 50 and haven't been paid out, they would be paid out at the same time. They're considered deferred.

Council Member Olsen said they'd be paid out at the same time, but they wouldn't have the ability to put it into the new PERA? Chief Redenius replied he didn't even think current employees could put it into the new PERA. People weren't going to be trying to put the max in PERA Coordinated, if it's allowed, because then they still have to cash out the remainder, and they're still going to get taxed. He thought the best thing for what he's heard them talk about it is they get to decide where they put their money.

Director Malinowski stated the retirees who have taken their payment are paid out at the benefit level that they were at that point. Council Member Olsen asked if they also had a vote; Chief Redenius replied no, because they're not active.

Director Malinowski stated she'd like to go back and talk about the two different pension plans to make sure we're clear on that. Right now, they're under the Defined Benefit, so years of service and you get a defined benefit; so, if you have 10 years of service, at \$9K, you've got \$90K. Under the new pension plan, the PERA Coordinated, it's defined contribution. So, the City contributes 7.5%, they contribute 6.5%; so, there's contributions that go into it, and then you grow your years of service so that when you retire, for as long as you live, you get a defined amount of money.

Council Member Olsen asked if the rate of return was the same on both, because the rate of return that they're getting now is really good. Captain Rinzel stated the big caveat is how long you live. Council Member Olsen stated if you look at their annual earnings, based on the investment strategy that PERA has employed, those employees are doing very well because PERA's doing very well, but this is a different type of PERA.

Deputy Chief Pritchard stated the caveat is if you have 10 years, you get \$9K, but if you leave at 10 years, you only get 60% of that; so, actually, with this retirement, people will get the full 100% of that. That's one of the things, too, that's kind of a benefit to it. Then, just to clarify, he was new to PERA when he was 37 years old, so he had about 20 years until retirement. He couldn't move that retirement into his PERA account, so, it had to sit elsewhere; so, that's the same thing with this, you can't put money into PERA, it's only from the first day you start moving forward.

Chief Redenius stated he'd assume there's some way to be able to find out what the current rate of return is on the Coordinated Plan and their investments for that. But the ongoing benefit, like Captain Rinzel said, is this is a defined retirement that in the private sector he didn't know if you'd be getting more unless you did a 401K or 457. This one is much like P&F where whatever you leave at, then you'll get that retirement for the rest of your life. If you only put whatever it is in it, and it turns out to be \$700 a month, that's \$700 a month for the rest of your life, as long as you live. Unlike a 457, where you've got \$300K, and that's what you've got unless you keep investing it.

Deputy Chief Pritchard stated he's very passionate about part-time staff and them getting paid fairly and that we keep that combination model. He thinks the Coordinated PERA plan is such a valuable thing, just from his perspective, because he didn't get on

PERA for 14 years, prior to coming to Cottage Grove for part-time; he only got 6 years of credit for that because he didn't stay at three departments because his life changed. So, he had 8 years that he didn't get credit for any pension. Both departments I was on for 4 years, I would have gotten PERA, and it sounds like that would have followed with me too, for Coordinated PERA. So, as we know, people move on in life; he thinks this is such a cool benefit for them. He would give up this Relief in a second to be able to do that because he would've got 8 more years of a defined pension for himself. That's what he's hoping is what we're talking about because that's such a cool thing that they're actually getting that defined benefit vs. having to wait 5 years and then end up maybe at 0 if he gets married when he's 4 years in or something.

Chief Redenius said on a side note, when this discussion came about, he spoke with some other chiefs and he hasn't come across a chief yet in any of the meetings he's been to where their parttime staff is in a Coordinated Plan. So, this would be very unique for the Cottage Grove people.

Council Member Khambata asked how does this benefit us more than just dissolution through attrition; if 15-20% of our parttime firefighters are turning over every year, and we just don't continue to hire parttime firefighters, doesn't that soften our transition to fulltime? Or we can keep the parttime firefighters who really matter, who really want to be there, and get rid of the ones who may have been contributing to some of the anxiety in the department; is that an option? Or, conversely, if we're going to do a dissolution, are we prepared to hire back all 19 of these firefighters, or are there a few who might not make the cut, which might free up space to bring in some new bodies rather than fulltime or parttime? He asked if they'd thought about how they would kind of use that as an opportunity to kind of restructure your teams at all or strengthen them or bolster your troops.

Director Koerner stated yes, when we talk about robust recruitment and how to increase our numbers, coming up with how we would hire back was a discussion at the parttime meeting. So, the things listed here came out of that meeting with them.

Mayor Bailey stated to the very last bullet point, *"As a Parttime employee, we should have the opportunity to become a fulltime-training, schooling, with a guarantee of hire,"* which he thinks is the right thing. There tends to be some concern about what are the requirements, etc., and maybe some don't realize what the expectations are. They may be complaining about something, but they didn't realize or didn't want to realize what the requirements or expectations are; whether it's training or hours worked. So, they're going to apply, and they'll be provided with an updated job description that says exactly what the requirements are going to be, going forward; if they say yes, I can do it, then they're held accountable and they're brought on board.

Council Member Khambata said his fear is 19 of 25 firefighters are maybe thinking they can take their full benefit, even though they didn't serve the full term; and we're going to end up jogging our parttime staff because they got their full payout and now their incentive to stay is gone. Again, he would say with the 5 that didn't want a dissolution, they might be people who had no plan on leaving anyway. His concern is that of the 19 who want to get their payout, maybe they don't want to come back. Are we prepared on the recruitment side if that were to happen?

Mayor Bailey stated we do know 2 of them aren't even at a year yet, so they're staying; they've made that very clear. Council Member Khambata stated he just wants to make sure that we've kind of explored all possibilities on that side. Mayor Bailey stated he thinks that kind of goes back to his comment about a robust recruiting plan, though he would hasten back to the feedback that we got from the group. What he thought was kind of interesting, we're talking in this group about the benefits piece of it. The top three things they were most concerned about is pay and benefits. So, doing this new program is going to increase the pay and their bonus potential. He also likes the fact that even though they can't do this PERA immediately, it takes 3 years to be vested, the fact is from a seniority standpoint as it relates to Fire, we're going to keep their seniority based on what they have been working for us. So, while we can't do it with the PERA thing because of those requirements, they're still going to get the seniority basis out of it.

Chief Redenius stated the discussions we had in the early part, when this came about, was we're just going to plan that there will be some who don't come back. So, what we'll do is as soon as we find out when this would take place, that's when we would finalize the job description requirements, expectations, and get that out to them so they can make an informed decision, and then we start our advertising for hiring. Then we'd at least have them in the queue, ready to go.

Council Member Khambata stated obviously they'd be front of the line for rehiring; that was confirmed by Chief Redenius, who said and this move is lateral, they're just filling out an application and they're back. Council Member Khambata confirmed they'd bypass the psychological and all of that, so they're ready to go. Chief Redenius said some of them were worried about that because there are some that never had to go through that.

Council Member Dennis asked as new employees, would there also be a one-year probationary period. Chief Redenius replied no, but if they're currently on probation, they stay on probation, but if they're off, they're a 5-year employee and there's no probation.

Council Member Olsen asked if we have the number of retirees that this will impact; Director Malinowski asked the number of those who still haven't taken their payout? Council Member Olsen stated that's correct. Administrator Levitt replied Director Malinowski can count that number.

Director Koerner stated moving forward, this is kind of a big thing; earlier, we'd listed some of the things that we had done. We keep saying robust parttime recruitment, and Council has suggested some things that work in their workplace, and we're stealing those. We really want to use the kickoff during Fire Prevention Week. We've already started working on a recruitment video, recruitment flyers, how do we get the message out there? College and high school visits, we're already do the ride along program, etc. Out of all of those things, word of mouth is significant. If you talk to any of our firefighters and ask how they first got started, you hear it's my neighbor was a firefighter, or they get to know someone, so, it's different events, like Strawberry Fest. We really need to streamline this process, too, and when someone's interested, they submit an application, and now we have an email that will be sent back to the applicant. We want

to have our recruitment times match up with Century College, so we have people who have just finished Firefighter 1 or Firefighter 2; for years, once we had a certain amount of applications, then we'd do another class to streamline that process. Application and onboarding, and from conversations we've had, we've learned we lose a large percentage because they say they don't live in Cottage Grove; that's why we're looking at response distances. Obviously, the wages are significant, and that will be a recruitment topic that we're looking at. Community engagement: We want them to know they're not just doing 36 hours a month, but we also want them involved in the community, here's our level of service. We heard loud and clear with our current firefighter messages are leadership opportunities; we've had the fulltime and the parttime, and we've had that struggle between them. We want to make sure that we can clearly define roles.

Council Member Dennis needed to say this: He had spoken with Director Koerner a few years back, and he'd asked him to kind of map out or give him an understanding of if there's one fulltime firefighter working, what does that person bring in terms of equivalency of work contribution, based upon parttime. So, if we're looking at 36 hours a month, minimum, but he never got that answer. He asked if Director Koerner could give him his best estimate.

Director Koerner asked if he's looking for more of an FTE equivalent, which Council Member Dennis confirmed. He asked Deputy Chief Pritchard or Chief Redenius to answer that.

Deputy Chief Pritchard stated, currently, based upon 36 hours a month, it's roughly 7 parttime people per 1 FTE; so, it's a ratio of 7:1. So, a fulltime person works 7 times the hours of a parttime firefighter, if they're working the minimum.

Council Member Dennis stated we know that it's expensive, of course, to fund fulltime. As the leader of our Public Safety group, you intrinsically know every aspect of the operation; you know how things are structured and you know the people that we have. He wants to just very briefly commend the operations and the way that our Police Department runs; he thinks it's exceptional. He's always had an open door policy for any employee of the City, any management member of the City, people in the community can come in and talk to me if they've had concerns. He never has any problems ever being brought forward by people out of the Police Department, ever.

Over the years, where the complaints, disgruntlement, and the discord is coming from is out of Fire. Because he wasn't a fireman, he doesn't understand and that's why he's asking, there seems to be a different type of psychology within this group; you've heard me say it before, every vocation draws a certain psychology. So, beyond the things that our Council has done and we've talked about this, some of us have been here long term, way back in the old days; we remember how hard things were, how hard it was to get support, the lack of tools, the lack of training opportunities, and other things necessary to really elevate the status and allow people to fully do the best job that they could on behalf of the community. We've changed that, we've got a new Central Fire Station, new pieces of equipment, new trucks, everything. And without reservation as a Council, we've authorized the spending of the people's money to

provide the best of the best opportunities available. And yet we continue to have these things. What is this, what is at the root of this? Why are we continuing to have, year after year, example after example having to deal with these types of issues? And you're a great leader, fantastic, probably the best he's ever seen here. What is going on? What do we need to do? How can we find a way to make these 25 people happy and end this, so that we can all get a team put together. He knows we've had Ethical Leaders in Action try to be part of it, they're great at what they do, yet these things are continuing to happen. And it's a perfect moment to have this dialogue because we're here again at a table dealing with another major issue of trying to make this group happy. Can we do it? He knows it's a tough question.

Director Koerner replied it is a tough question, and he appreciates the compliments on how we've run. It's a challenge running a combination department, it really is, and we've always been really fiscally responsible, and when everyone else has just gone to additional fulltime, we haven't jumped on that. Honestly, right now, that would be the easy thing to do, but financially, we cannot afford it. We've had that conversation. The Fire Command Staff has met on this; Chief Redenius and Deputy Chief Pritchard hear it loud and clear. Deputy Chief Pritchard hears that we need help from some fulltime, but we've committed to this parttime model. All of the things that we're talking about with the hiring back and doing some more robust recruitment and retention he thinks shows that we're listening to them. Administrator Levitt and he have spent countless hours meeting with them and getting feedback; he knows he's not pleasing all of them. With just the comments in the survey, each of them gave a little bit different answer. Right now, if you talk to the two-or-three-year firefighters, they're going to give a different answer than someone who's been there for 18 years. If you look at the amount of change that they've gone through, from duty crews of the old days, it's been a lot, and many of them don't want to change; but there are a lot of them that are on board with this. Council Member Olsen brought up the fear of now they're losing this good pension, but when we had that meeting, one of the firefighters is an investment person, and he was trying to explain things to them. Director Koerner stated his biggest thing is they sit down with him and Administrator Levitt and tell us something right to our face; obviously, behind our backs they're saying well, this isn't working. He feels like he's had really candid conversations, and he thinks everything he's put in here is what he's heard; whether it's the callback times, the 36 hours, the leadership opportunities. We're listening to them, and we're still a professional organization that is going to hold them accountable. If you look at our firefighters that have left to go to fulltime, it's kind of like our C.S.O. program, as they're also parttime; and there are some who have no desire to be fulltime anywhere, they like doing the 36 hours or 48 hours. So, honestly, we've done a lot, and the best thing we ever did was no one ever wanted to transition from a police-paramedic program, that was our bread and butter; we were the first ones to do it in 1974, but things have changed, and unfortunately, with the Fire service, we're dealing with that right now, with the number of certifications and training, we need them there a certain amount of shifts. Most Fire Departments, like Eagan, don't have a combination department, but they also don't have EMS. So, we are expecting a lot of our parttime firefighters.

Council Member Dennis stated but we give them a lot; Director Koerner stated he agrees. Council Member Dennis stated you guys have bent over backward to try to make this be a great place to work. We made a decision as a Council to make our choices on these types of things, where tremendous investments have been made in people, focusing on success and not failure. We want to see a good outcome happen, and it seems a little bit hopeless sitting on this side of the room that these things are continuing to happen over and over again. He appreciated Director Koerner addressing the question, and he knows Director Koerner as a man and he knows what he stands for; he just really hopes that whatever do here as a decision, that these firefighters would look at this in good faith and at a point be humble and grateful that they work for such a great organization and be willing to say okay, now it's time for me to come in and do my job and be a team player and give something back to the people in the community for the investments made. He's not saying that a great job isn't done in responding and handling our customers, etc. because we know that it is, but it's these types of things, this is like the one last piece that brings it together and we really need to see that happen.

Council Member Olsen asked Chief Redenius and Deputy Chief Pritchard, under the recruitment, it says onboarding and field training. He believes there are some departments in the metro who do the training of their new firefighters inhouse, as opposed to asking them to go to EMT school or whatever. He also thinks, and needs to be corrected if he's wrong, that we have some certified trainers on staff, do we not?

Deputy Chief Pritchard replied we have certified trainers or qualified instructors, it's still the same; so, if we send them to Century College, it's the same time commitment. We still have to do the same number of hours.

Council Member Olsen stated but they could do it at home vs. having to travel, is that right? Deputy Chief Pritchard replied no, they'd still train at the station because we're a member of East Metro, but that's where we do most of the training anyway, what Century does. In EMT class, they'd still be in class just as much because it's the same standardized certifications and licensing, but they still have to do the same amount of hours and same amount of things. Now, if we get like 3 people, we're using 1 instructor and would have to pay overtime, etc., so the cost benefit they're really not going to save any time; we're talking about it's like if they're driving to the Central Fire Station or Oakdale or Maplewood, that's really the only difference. If we're ever at the point where we had like 15 people, we'd absolutely look at doing our own certification with the same amount of hours and same descriptive pieces. When we look at textbooks, etc., he just doesn't know if we'd have any incentive. Because there's really no benefit to the student in saving time or even convenience, especially if we increase our distance people can live from us. He would love to do that, our own academies and training like that, but he really doesn't think the cost benefits of that is towards the student or the new person, nor is it in terms of the finance or logistical matter. Frankly, he taught at Century, and Lieutenant Mike Dandl is also teaching at Century, so, it's very likely they're seeing Cottage Grove folks at Century. We have our EMT license as well, but again, it's incredibly expensive, with staff time, salaries to do that. We only had 2 or 3 students, so he doesn't think it's a benefit to them or us, as an organization.

Council Member Olsen stated to be clear, he doesn't believe that offering that inhouse vs. having somebody train at Century, or elsewhere, would be a tool that might be enticing to a potential new recruit. Deputy Chief Pritchard replied we're still going to do the F.T.O. and our academy, getting them used to Cottage Grove. He really doesn't in that we're following a similar model, and all the suburbs use the basic model that goes through Century. We just don't have the numbers, even in Dakota County, as they all pooled their resources together to have a County model. So, no one is really doing that, as it's really a problem of size. When you have 1 or 2 students in a class, it's definitely a detriment because then they're not working in teams, they're not learning that stuff.

Council Member Olsen asked what if we offered it at the HERO Center and you could supplement your own students with students from other member departments, is that even a thing? Deputy Chief Pritchard replied that would be fantastic; he doesn't know if the market is there, and some we've evaluated, and that's why we got this EMS license through EMSRB, but when we started kind of looking around to offer EMT classes, the market is currently so saturated that we're competing with other people. He just doesn't know if we could bring the students. Woodbury did that with EMT and they didn't have great class sizes; so, it's something he would love to do just because he has a passion for teaching, as do a couple of our people. In terms of economics to scale and the ability to do it, he just doesn't know if there's a piece for that.

One thing we're exploring for recruitment and retention is like an Explorer Program. If that's a robust thing that works, it might be something to offer them.

Council Member Olsen asked don't we have that already? Deputy Chief Pritchard replied no, it's been defunct because of low enrollment, which is common to most Explorer Programs. But if that gets off the ground and running, he would love to offer those folks certification. Right now, it wouldn't benefit us and it wouldn't benefit the recruits or the students for that.

Council Member Olsen asked Administrator Levitt if they'd explored this conversation at all and put a pencil to paper or anything like that; Administrator Levitt replied no, we've just talked about it internally about the options. Because really when we talk about it, it's the numbers. So, if you can get a large, massive recruitment effort, then we have an amount to put to scale to make it cost effective. But if you only get 1 or 2 people, then it's not as cost effective. Council Member Olsen asked what is the magic number to make it cost effective; Administrator Levitt replied she didn't know if we brought in the numbers.

Director Koerner stated we've had the conversation with Dan Anselment about hosting them, too, at the HERO Center. So, we did send people, but he doesn't have a number.

Deputy Chief Pritchard stated as an example, when Woodbury would run an inhouse EMT class, they needed 12 to supply 3 or 4 instructors inhouse to become budget neutral, if he remembers correctly, and they were charging \$2,200 a student. And, again, they're doing it by just higher cost, and that's why they kind of had those windows; they had to charge higher than local colleges. Now, if we look in the future at possible other programs and supporting some of that stuff, we'd probably go in with probably some other local suburban departments, and then we'd probably do a team approach. If we had a large recruit class, we could look at it, but it's still probably cost

effective to go with a local college. Council Member Olsen stated he just wanted to see if it would be something to consider.

Administrator Levitt asked Director Malinowski if she had the total number of the retirees impacted by this; Director Malinowski replied yes, it was 28. She stated she had 27 current firefighters, so, she'll take a look at that.

Director Koerner stated our goal has always focused on two ambulances, 24/7; we really want to step that up to two ambulances 24/7 and the one Fire engine. With this stabilization plan that we're talking about, in the FMP it said adding 1 per year for 3 years; we're looking at 3 fulltime firefighters, which would bring stability, more reliable shift coverage, reduction of overtime, and that we're not at minimums. Right now, with the fulltime, 1 person can take off, which brings them to minimums; that has a psychological effect. He'd just like that relief factor where we can have on shift training opportunities, etc. Again, we're super focused on those life safety inspections; that was a big part of Steve Zaccard's job was to really implement that, and a couple of our firefighters have really embraced that with Steve. So, we don't want to be going to these businesses and then having them getting called away all the time.

Administrator Levitt asked Director Malinowski what is the percentage of the fulltime firefighter-paramedic in ratio to the General Fund and EMS. Director Malinowski replied the 3 that we're bringing on when we looked at the FMP, we said we need to start right now our current firefighter-paramedics are 75% EMS, 25% General Fund. The EMS Fund just cannot support that, so going forward, with just the 3 additional staff, we reduce that to 75% in the General Fund and 25% in the EMS Fund, just those 3.

Council Member Olsen asked if parttime firefighters were the same ratio; Director Malinowski replied that's about a 50%-50%.

Director Koerner stated after stabilization, just moving forward with the Staffing Plan, we had all of the different drafts with mutual aid response times; so, we just want to make sure with the level of service that is expected of us and that it matches our stated growth. He noted we'll explore grant opportunities; Council has always challenged us to go out and find them, and we'll continue to look at some different opportunities.

Accomplishments: HEARTSafe, working on the Staffing Plan, Fire radios. Goals: We are a Public Safety team, and those wellness checks are very important to him; its been well received on the Police side. When we started the Peer Support Group, he didn't want 48 people trying to do it, so that's why we started with a smaller group in Police, and now we'll be able to expand it. Sometimes the groups get too big, and then we don't get things moving.

EMS: We just got the second EMS Excellence Award. A big thing was the EMS billing; when Director Malinowski came on, that was one of her tasks. Now, we're with LifeQuest and we're very happy with them. Woodbury has reached out to us, and he thinks they're looking at them, too, after they heard of our success. We want to continue to expand our Community Paramedic Program. The new ambulance was ordered and will come to Council; he confirmed with Chief Redenius that we're still way down on the

list. As our equipment ages, the cardiac monitors, AEDs and ventilators, we're actually looking at a lease option, which is not a huge savings in price, \$150K over the course of however many years. At least we'd not be paying these maintenance agreements, and we'll be receiving new gear quicker. We got a grant for all of the AEDs; so, in the future, those will still be under an agreement so that will ensure that in the future we have a good replacement plan.

Director Malinowski stated financially, 2022 wasn't that great, 2023 is just budgeted, and she would expect that to flip the other way, that our revenues and expenditures would be at least equal. In 2024, we have more expenses, but that's just because we have the ambulance that we ordered last year hitting that expenditure column. In 2025 is when we run a little bit even. Remember, those numbers are conservative so every day we're looking at the EMS Fund to see where we're trending on our revenue side.

Council Member Khambata asked if there's any opioid settlement money coming to us, and is that going to stay consistent for a number of years or is that a one-time payment.

Director Koerner replied some are a one-time payment, some are over the course of 18 years, some are 20; so, we're still trying to figure out exactly where they're all coming from. Some of the smaller ones just do it one time, but the larger ones are more often.

Council Member Khambata asked if we're budgeting for that as revenue, or are we leaving that off because it's unpredictable at this point. Director Malinowski replied it is in the Special Revenue Fund, there's about \$123K so far that we've received. It's in the Special Revenue Fund of the City until we can determine allowable uses from that Fund.

Director Koerner stated we've had to report to the Department of Health on it, and we were one of the only departments that even brought up ideas when we talked about the naloxone training and the Community Paramedic; they asked if they could share that with other agencies.

Council Member Olsen asked if that money can be used to offset the salary for our Narcotics Task Force cop; Director Koerner replied he asked that, but the Department of Health thought that was outside the scope. So, that's why we're leaning more towards our Case Management Unit as they deal with mental health issues.

Council Member Khambata asked if we are equipping our EMTs with naloxone; Director Koerner stated yes, we expanded our program to all of our Parks and our Public Works employees have all been trained in it, and now they have it in their vehicles. They're out in the parks and out and about, so, we're one of the first ones. We spoke with Mary Divine, and she thought that was wonderful, so she's asking every city she talks to if they've expanded the use.

Deputy Chief Pritchard stated just to expand on that, there is a current grant for each department, which will be reimbursing for Narcan. So, that's a nice way, a dividend in our Narcan Fund to submit our purchases and get reimbursed through it. So, that's the good part of it, we don't have to use money for that.

Mayor Bailey asked Council if they had any other questions. We went through some of the budgetary things, and a lot of this will be going forward, as will the other ones in the

future. He asked if staff needed any additional direction at this point as it relates to the Fire Staffing Plan or the Fire Relief Association.

Administrator Levitt stated it would be nice to get a full read on Council on the dissolution, if there's direction or additional information that we need to bring forth.

Council Member Olsen stated he's personally not ready to vote for that yet. One of the things he'd like to know is of the 28 retirees, what is their average age, and what percentage of their pension would they lose because they're getting it before they're 50 years old. Council Member Khambata stated that sounds like a lot of math; Council Member Olsen stated yes, it is.

Chief Redenius asked if he's saying if they cash out before they're 50; Council Member Olsen replied that's right.

Council Member Khambata stated if we go the dissolution route, they get the full amount. Council Member Olsen stated he understands that, but if they are under 50, he thought what he heard Chief Redenius say was they get a percentage, they don't get it all, they'd lose some. Chief Redenius replied no, they'll pay tax. Council Member Olsen thought he'd said something about 60% based on where their age is, if they're under age 50. Chief Redenius replied that is dependent upon PERA's formula, yes.

Council Member Olsen stated he's talking about retirees only; he's not talking about current people. Because if I'm a retiree, and I have my money sitting in PERA and I'm thinking to myself I'm just going to leave it there until it's time to retire, and I'm feeling pretty good about it. Then, all of a sudden, we now force them to take that money in some way, shape, or form. Their choices are they either need to reinvest it in something, or they can take it as cash. But the question is if I force you to take your money before you're ready to take it, are you going to experience any kind of a loss based on what you're projecting. When I was going to take it when I turned 50, and now I have to take it and I'm 45. Does that cause harm? Council Member Khambata stated he believed there was a penalty for taking it. Director Malinowski stated they can get him that information.

Mayor Bailey polled the Council:

Council Member Khambata stated if the majority want a dissolution, and if, through dissolution, we can address pay and benefits and some of the other factors that have been contributing to some anxieties that this department has been communicating, then he thinks it's a win-win. They want to do this and there's a better option with the new PERA, so yes, they're investment is stopping and starting again, if they choose to reinvest new dollars; there are IRAs and other investment vehicles for them to keep those other dollars invested. They don't have to realize the tax penalty of taking it now. So, he thinks as long as we tread carefully, and make sure that we're communicating well so that there's not an acute backlash, he's in favor of dissolution.

Council Member Dennis stated he thinks that what has been laid out here, the plan by the staff, makes reasonable accommodation and provides a lot of opportunity, it's well thought out, and it's reasonable. Understanding that there'd be potential concerns if some people didn't want to move the money out, but they've already had their money in there, it's just an investment account; it's not a big thing to move it from one into another. What he brought up about looking at the number of people impacted vs. the

greater return to the entire community, the old adage that the needs of the many outweigh the needs of the few is right on. So, he votes for dissolution.

Council Member Thiede stated he's good with it.

Mayor Bailey confirmed that Council Member Olsen is not good with it at this point; Council Member Olsen stated he's not prepared to vote on it yet, one way or the other. He would like to gather some more information on potential ramifications.

Mayor Bailey stated he thinks what staff has come up with for a plan makes total sense to him.

Mayor Bailey stated based on some of the feedback he's heard, he has one question on the way the PERA situation is for the firefighters, as it is today; let's say the ones that are already retired or maybe haven't retired but they've met their 5 years or whatever. Does that number just continue to grow, or is it capped?

Administrator Levitt asked Director Malinowski to explain it because when they terminate, it locks them into that rate.

Director Malinowski stated it locks them into that rate. So, we have one who had a benefit level of \$1,800 per year when he left, and so that's where that locks.

Mayor Bailey stated that person isn't going to get \$1,900; they're getting \$1,800, that's what he's trying to say. Administrator Levitt stated the only thing they're going to gain is if the remaining funds are distributed, they get part of that redistribution, so, they will get a little extra. Council Member Olsen stated it grows every year if it stays there.

Chief Redenius stated active members, if they vote dissolution and that goes through, it has determined whatever level; the max rate now by PERA standard is \$15,000. And right now, we can probably say the fund will sustain that for the members that are active right now, for each member you paid out \$15,000 per year of service. That doesn't go to the deferred members; the deferred members, when they left, they are locked at the amount for year of service when they left. So, it's \$1,800 per year of service, or it's \$2,100, there's also some \$4,000s, there's some \$8,700s, and some \$6,000s; so, they're all getting that at the \$6,000 level, not the maximum. Then, if there's still money left over, redistribution, then it goes through everyone but it's prorated at 30 years of service. So, someone that had 5 years of service, the bare minimum, they may not see as much as the person who has 25 years of service.

Mayor Bailey stated he gets exactly what Chief Redenius is saying, but to that end, based on what you just shared, there is a possibility that if somebody were to take their current money in that account and reinvest it somewhere else, they could make more money than the money that they would be gaining, if you will, by that redistribution.

Chief Redenius replied they could; it all depends on what investment strategy they're comfortable with. Currently, with PERA, they don't have a choice; they get what they're given, and PERA invests cautiously; that's why their returns have been steady. If they choose to be high risk, they can go to whatever they want, delegate what they want it at, and sure, they can make 15% returns. But that's on them, their decision to make.

Mayor Bailey stated but there's also no guarantee that they're going to get the extra, correct? Chief Redenius asked what extra? Mayor Bailey replied this extra bump; if there's nothing extra, there's no guarantee that they're going to get more than the cap.

Council Member Olsen stated but if their investment strategy is I'd like to keep it in PERA because I like it there, they can't do that.

Mayor Bailey stated he agrees, but he thinks that's putting their head in the sand, that's his opinion. Council Member Olsen asked how so? Mayor Bailey replied because if they just don't want to touch it because they don't want to invest in anything else, there's more of a chance for them to take that money elsewhere, put it with an investment firm or whatever, and make more money for when they want to retire than to leave it in PERA with no guarantees. Council Member Olsen stated we don't know that. Mayor Bailey stated but we don't know if they're going to get any more money either. Council Member Olsen stated if they're happy with where they're at, if they're happy with PERA, and PERA's been delivering very nice returns so there are people who are happy with it, just like I'm happy with my 401K. If you force me to take my money out of my 401K that I'm happy with, I would not be happy to do that. Now, I would have no choice but to then determine is there a different place to invest it. But that's not for you to decide how I invest my money, that's not up to you, that's up to me.

Mayor Bailey stated well, actually, it is up to us.

Council Member Olsen stated no, it isn't, because if it's in PERA now, and they want to leave it there, they should be potentially allowed to do that. What is up to us is do we continue to contribute to Fire Relief; that's what this whole conversation is about. It's about do we want to continue to contribute to Fire Relief or don't we? All the rest of it is secondary to that, and the City has not wanted to contribute to Fire Relief since City Administrator Ryan Schroeder was here. So, this is a way to get us out from contributing to Fire Relief, because we won't, it will be gone, and yes, we can dress it up with they're going to make more money, they're going to get a bonus, all those kinds of things. He's not saying those are bad things, I think those are good things. But it's the way we're choosing to fund it; we're choosing to fund higher wages and a bonus and others by eliminating the Relief. Now, at the end of the day, that might be the right thing to do. For him, personally, he's not at a place where he can determine that yet because he'd like to see a little more information about what are the potential penalties, what are the unintended consequences, etc. Now, that's just him, and he's one guy. So, if there are four other people who want to do it, it'll happen, he gets it. But he personally is not comfortable putting his name on that at the moment because he just doesn't understand the unintended consequences well enough yet; that's just one guy, that's him.

Chief Redenius stated he doesn't think it's been brought up yet, but in the list of 25 members on the deferred list, there are several who have been gone from the City and were over 50 for a number of years and have not collected. For some reason, they chose not to collect. So, it's not only people who have left at 5 years and they're not at the age of 50 yet, but there are those that have left with many years of service and are well over age 50 but just haven't collected yet either. So, there's both there.

Mayor Bailey stated he thinks staff got direction then, we're going to get additional data for Council Member Olsen and to share with everybody. The majority consensus is to proceed forward with the Fire Relief Association Dissolution plan, and the Staffing Plan that goes with it, because they're really tied together.

Mayor Bailey asked if we come back and say officially that we're going to go through with the Dissolution Plan, it goes to the current staff to vote?

Administrator Levitt stated here's what's difficult, and legal counsel has reviewed it because as Director Malinowski said, they didn't do any of the stuff they were supposed to do: They were supposed to register with the Secretary of State, and they did not do that, and they did not establish new bylaws. So, technically, they don't actually exist. So, from legal counsel, we need to figure this out. At this point, in all honesty, the City can probably just dissolve because they don't actually exist as an entity. We have met with them, they have cast their vote, and 19 said yes, 1 said maybe, and 5 said no. So, at this point, we feel we would have enough direction if legal counsel is saying they weren't a legal entity to begin with and didn't establish them, that we can move forward with the dissolution process.

Mayor Bailey asked who was responsible for that; Council Member Olsen replied at the time it was Bob Gray because he took over for Al Beasley. Mayor Bailey stated so, he never followed through with doing whatever they needed to do. Council Member Olsen stated yes, he didn't do that. Mayor Bailey stated that is just unbelievable. Council Member Olsen stated he was the driving force.

Chief Redenius stated there were some people at that time as well who he remembers didn't want to go with PERA either. It was a majority vote that did it, but it wasn't a unanimous vote. Mayor Bailey stated he doesn't know if he'll ever get a unanimous vote, you might get a majority or simple majority.

Council Member Olsen said if we move forward with this, one of the paths is that they would have to establish themselves as a Fire Relief, with new bylaws, etc., and then that would precipitate a vote of the current membership, who are part of that new Relief Fund, to affirm that they want to do this.

Administrator Levitt replied it would cost them money, so our recommendation would be not to encourage them to go that route. Because they're probably going to engage with an attorney to create this, going to have to pool the funds to create their bylaws, register with the Secretary of State, and establish themselves. So, she doesn't think anybody on the part-time staff wants to go through that or spend the cash to do it. So, her suspicion is legal counsel will give you the option to just move forward as a Council to dissolve. In theory, technically the City had the super majority vote of the Fire Relief to begin with; we had 3 votes, they had 2 votes.

Chief Redenius stated as was mentioned earlier, we talked with the other agencies that have gone through this about what downfalls they had, what landmines they stepped on, and what they tried to avoid. To be upfront, at the meeting with part-time staff where Administrator Levitt and Director Malinowski were present, it was nothing but good comments after that because they feel they're being heard. They are being heard and being asked thoughts, feelings, ideas, and found out that they didn't have to be asked that. So, he thinks showing the willingness of the City to work with them on that is also helping precipitate some of the answers in the surveys and the transparency that's going on between the two entities, it's helping that. They knew what happened in Woodbury, they knew what happened in Maplewood, etc., as they have friends and

know people who work in those agencies, and they talked with them, and they did their homework. But what they didn't know was that they didn't even get registered. So, when they found that out and the City was still willing to work with them to come to a resolution of this in some form or fashion, that they had a save per se, they were more than happy to hear that, instead of it just being this is what we're going to do and you can't do anything about it.

Council Member Olsen asked as you look at that retiree question, maybe another element of that is if our recommendation is to just do it, is there any legal recourse for the retiree to come back at us. He'd be curious about that, as opposed to following the process that they would have to follow if they were actually registered as an entity.

Administrator Levitt replied the retirees, though, still don't have a vote. Council Member Olsen replied he knows that; that's not his question. His question is if you're telling me we already had a vote, and by the way, they don't even exist so we can just do it, can the retirees come back at us and say the City did not follow a legally binding process or whatever the case might be. And is there any skin in the game for them that would potentially precipitate a lawsuit; he doesn't know that there will be or wouldn't be, but it's just a question to ask. Because, basically, the control of their money is being dictated by 19 people who currently work here, but they're not even part of the Relief Fund. He asked Administrator Levitt if she followed what he was saying; she replied yes, but they don't have a vote today, even if they were a legal entity.

Chief Redenius said he believed PERA, in our discussions, said that we're only looking at active people.

Council Member Olsen stated so, if he's a retiree, and he knows you're going through this process, and you have bylaws and you're a Fire Relief Association, he could potentially start making some phone calls, telling others hey, man, don't do this. This is a bad thing, this is going to kill me as a retiree, don't do this. You could advocate for yourself with the people who then are expected to vote on the formal process. What we're saying, though, is there will not be a formal process; we have an informal process, we've polled the firefighters, and 19 people said yes, 1 said maybe, and 5 said no, and so, we're just going to do it. The retiree doesn't have the ability at that point to work with the current leadership to say hey, as a longtime member of the department, somebody who's retired, I would really appreciate that you don't do this vs. you do. Again, he's not saying that's going to be a problem, he's just asking the question if it could potentially be a pitfall. His point is he doesn't want anybody to feel disenfranchised.

Mayor Bailey stated well, based on what you're sharing, though, they're going to be. Council Member Olsen asked how so? Mayor Bailey replied because what you're stating is that there's going to be some people who are going to be upset because you've said it earlier. Council Member Olsen stated well, there could be. Mayor Bailey stated his point of the whole thing is we have been doing the Fire Relief program for quite a long time, and our model, as it sits today, is not sustainable. The only way we can make it sustainable is to make the changes, which we've heard from the current Fire staff; to be frank with you, a lot of the angst back when Administrator Schroeder was here was also pay. So, nothing has really changed. Council Member Olsen stated that's never changed; he was part of the Fire Relief Council back in the day when

Beasley was doing it. Mayor Bailey said all he's saying is that you can cast the net out and if one retiree says I don't want it to change, we should not?

Council Member Olsen stated that's not what he's saying, I don't know what you're hearing, let me say it very clear: Do they have the ability to sue us is my question. Council Member Dennis said anyone can sue anyone for anything. Council Member Olsen said but do they have a good chance of winning? Council Member Dennis replied no, it would be baseless because they don't have a vote, there's no structure in place, there's no format that would allow it. Council Member Olsen stated he'd love to hear that from an attorney is all he's saying. Council Member Dennis stated we could probably talk to 10 attorneys and get 10 different answers, too. It was stated earlier we had legal look at this and give us advice already that we would be cleared to move forward, and we all know Attorney Land; she is very risk adverse, we know that. We're fine. Mayor Bailey stated we'll get to that, but his point is that she may give us that, but there may still be somebody out there, who knows?

Council Member Olsen stated as long as he knows we're protected, legally, then he's good. He just doesn't know the answer to that question yet, that's why he asked.

Mayor Bailey thanked staff for a vigorous and good discussion to start off the budget process.

4. ADJOURNMENT

Council Member Dennis made a motion to adjourn; second by Council Member Thiede. Motion carried: 5-0. The meeting was adjourned at 9:24 p.m.

Minutes were transcribed by Judy Graf, reviewed by Tamara Anderson, City Clerk.



City Council Action Request

7.B.

Meeting Date	8/2/2023		
Department	Administration		
Agenda Category	Action Item		
Title	City Council Closed Meeting Minutes - July 19, 2023		
Staff Recommendation	Approve the City Council Closed Meeting Minutes for July 19, 2023.		
Budget Implication			
Attachments	<table border="1"><tr><td>1.</td><td>2023-07-19 City Council (Closed Meeting)</td></tr></table>	1.	2023-07-19 City Council (Closed Meeting)
1.	2023-07-19 City Council (Closed Meeting)		

MINUTES

COTTAGE GROVE CITY COUNCIL

July 19, 2023

St. Croix Room
12800 RAVINE PARKWAY SOUTH

SPECIAL MEETING – St. Croix Room (Closed Meeting)

1. CALL TO ORDER

Mayor Bailey called the Special Council Meeting to order at 6:00 p.m.

2. AGENDA ITEM – CLOSED WORKSHOP

Closed workshop pursuant to Minn. Stat. 13D.05 subd. 3(b)(2) for attorney client privilege to discuss East Pt Douglas/Jamaica eminent domain litigation.

A motion to close the July 19, 2023, Special Meeting was made by Councilmember Dennis and seconded by Councilmember Thiede.

A motion to open the July 19, 2023, Special Meeting was made by Councilmember Olson and seconded by Councilmember Dennis.

3. Adjournment

A motion to adjourn the July 19, 2023, Special Council meeting was made by Councilmember Olsen and seconded by Councilmember Thiede.

The meeting was adjourned at 6:27 p.m.

Minutes were transcribed by Tamara Anderson, City Clerk.



City Council Action Request

7.C.

Meeting Date	8/2/2023		
Department	Community Development		
Agenda Category	Action Item		
Title	Planning Commission Meeting Minutes - June 26, 2023		
Staff Recommendation	Accept and place on file the minutes from the June 26, 2023, Planning Commission Meeting.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>2023-06-26 PC Minutes</td></tr></table>	1.	2023-06-26 PC Minutes
1.	2023-06-26 PC Minutes		

**City of Cottage Grove
Planning Commission
June 26, 2023**

The Regular Meeting of the Planning Commission was held at Cottage Grove City Hall, 12800 Ravine Parkway South, Cottage Grove, Minnesota, on Monday, June 26, 2023, in the Council Chamber and telecast on Local Government Cable Channel 16.

Call to Order

Chair Frazier called the Planning Commission meeting to order at 7:00 p.m.

Roll Call

Members Present: Ken Brittain, Jessica Fisher, Evan Frazier, Eric Knable, Derek Rasmussen, Emily Stephens

Members Absent: None

Staff Present: Emily Schmitz, Community Development Director; Mike Mroska, Senior Planner; Conner Jakes, Associate Planner; Amanda Meyer, City Engineer; Tony Khambata, City Council Liaison

Approval of Agenda

Rasmussen made a motion to approve the agenda. Fisher seconded. The motion was approved unanimously (6-to-0 vote).

Open Forum

Frazier opened the Open Forum and asked if anyone wished to address the Planning Commission on any non-agenda item. No one spoke. Frazier closed the Open Forum.

Chair's Explanation of the Public Hearing Process

Frazier explained the purpose of the Planning Commission, which serves in an advisory capacity to the City Council, and that the City Council makes all final decisions. In addition, he explained the process of conducting a public hearing and requested that any person wishing to speak should go to the microphone and state their full name and address for the public record.

Public Hearings and Applications

6.1 Shed Setback Variance – Case V2023-013

Peyton and Brittney Rechtzigel have applied for a variance to the side yard setback requirements in the R-3, Single Family Residential District, to allow the front corner of a 16-foot by 20-foot accessory structure to be closer than 6 feet to the side property line at 6761 93rd Bay South.

Schmitz summarized the staff report and recommended approval based on the findings of fact and subject to the conditions stipulated in the staff report.

Fisher asked if the fence belongs to the neighbor or to the Applicant; Schmitz replied it belongs to the neighbor. Rasmussen asked if the shed was clear from any utility or drainage easements, any concerns that we're aware of. Schmitz replied that the shed does not encroach on any of the City's drainage or utility easements, not does it impact any infrastructure that might be within those.

Stephens stated she would assume that this is common; she asked if this had happened previously, and if so, did the City issue a variance. Schmitz replied in her time with the City, she's not previously dealt with this issue; however, she's certain there have been previous similar instances. When they are brought to our attention, we navigate as appropriately as we can.

Fisher stated it sounds like somebody from the City granted the permit and then went out and inspected the structure; she asked if the staff did not check on the property lines. She understands we don't have a surveyor on staff, but she felt during the application and inspection process that could have been discovered. Schmitz replied we rely on the property owner or the Applicant to identify for us where the property line is because we don't have a surveyor to verify.

Frazier stated the commission received a letter from an anonymous neighbor, but the instructions he read earlier are that every person has to give their name and address for the public record; in order for this to be accurate, we need to know who is speaking and providing information. So, he told the commissioners they can take that anonymous letter for what they believe its worth, based on the fact that the letter has not been signed.

Frazier opened the public hearing.

Kristi McMahon, 6763 93rd Bay South, stated she's the owner of the property with the white fence. We actually went ahead and got a survey done, and with the overhang of the shed it's actually 20 inches too close to our property line, on the side closest to Mississippi Dunes Boulevard. Without the overhang, it would be 8 inches too close to the property line. As a homeowner, you have to do your due diligence, you have to do a survey, and they measured off of our fence line. They didn't do their job right, so, it's too close; 20 inches is a lot, considering the overhang. If you don't consider the overhang, it's still 8 inches, which is still quite a bit; an inch or two isn't, but 8 inches is quite a bit. As a homeowner, ignorance is no excuse for the law. We also have a shed in our back yard; we did our due diligence and we have a 10-foot setback, we have ours 11 feet in. We would love to have it 5 feet in, but we weren't able to, it had to be 10 feet. Additionally, our neighbor across the street from us, she believes at 6781, actually had a shed in their back yard that had to be moved. They had a concrete slab poured and a structure was beginning to be built; a neighbor complained, somebody came out, and they had to cut the concrete and move their shed. So, she doesn't see why this wouldn't be any different from that.

No one else spoke. Frazier closed the public hearing.

Brittain asked staff if the overhang setback is different from the eave; Schmitz replied typically we measure it to the side wall. Brittain stated he thought the eave was like a two-foot thing. Schmitz stated the setback isn't outlined specifically; however, typically, we allow for a two-foot

overhang on a structure. Brittain stated so the overhang doesn't count towards the ordinance measurement for the setback, which Schmitz confirmed.

Frazier wanted to make sure he had it right: So, there has to be a six-foot setback from the property line. We allow, separately in the Code, for a roof to overhang by two feet; so, theoretically, the roof could be 4 feet from the property line, based on those two numbers that are separate in the Code, not talking about setback. Schmitz stated yes, generally speaking.

Fisher stated as she was reading this over the weekend, she was thinking about why we grant variances; typically, it's because the circumstances are out of the owner's control. As she read this, she felt maybe she was missing something. She feels like the people who built the shed didn't measure correctly; to her, that's not something that's out of their control. So, she is not supporting granting the variance because if we grant this one, we would be setting a precedent; she's seen other variances be denied in the past over homeowners making their own bed, making improvements or doing something that causes the variance to be necessary when it's not necessary. That's her feeling on this.

Stephens asked when somebody submits a building permit application, what does the City staff do to communicate that it's on the homeowners to clarify that property line; is it just in the paperwork so it's easily missed, or is it verbally communicated that they understand they're taking on this ownership because we don't do that. Schmitz replied that's why we also require the site plan to be provided; so, that site plan is included with that building permit and runs with the property. So, the property owner is identifying where they're going to construct their structure, so they're identifying to us that they understand where their property lines are and will construct the shed according to that proposed setback. Stephens stated the site plan we were looking at didn't look like a survey. Did City staff say this is a good picture, but we need to verify property lines. Schmitz replied we don't require a survey to be conducted; however, we indicate to Applicants that they are responsible to understand where their property lines are in order to measure from those. We typically use a lot of GIS mapping from Washington County, which of course can be off a bit here or there; however, we typically have situations where property lines are outlined in a fence, and folks are certainly utilizing those over the years. So, it's not uncommon that folks are using those landmarks.

Brittain asked staff to provide a little bit of insight into the intent of the setbacks for the side and the rear yard, as to what they're attempting to prevent or standardize. Schmitz stated the setbacks allow for a bit of a buffer, for two different reasons: 1) The DNU, avoiding any structures being placed within those; not all properties have those easements on their property lines, but it's a standard setback. 2) Creating a buffer for structures, as we're hoping to avoid structures that are crossing property lines, and it helps keep that distance between property owners and properties. Brittain asked if it was also to make sure the drainage from the roof and things along those lines are our best chance to make sure that things are going to work out; Schmitz replied that's correct. Brittain confirmed that the City went out and measured to the fence; Schmitz stated that's correct, as a part of the building permit. Brittain said they made an assumption that it was 6 feet. The homeowner didn't do their due diligence but it appears attempted to measure from the fence, what they believed was the property line; that was incorrect, but we're all human. On a portion of the shed, having it 6 inches closer, it appears to him, especially with the roof line facing 90 degrees to the fenced area, none of the water runoff is going to head in that direction; so, being 6 inches closer shouldn't really cause it. He doesn't really see noise or light pollution, no lights on the back that could cause a negative impact to the property. So, letter of

the law, you could look at it that way, but there's also the intent of the ordinance, what are we trying to protect? We don't want it to be too close, we don't want that water running off from the shed to run right off, over the fence, into the neighbor's yard. So, while errors were made, in his opinion, the intent was not there to put it too close, but just following the rules by measuring to the fence and making an assumption. So, he doesn't see this as generating a significant hardship, based on what the ordinance is; the 6 inches over a 6-foot distance doesn't appear to be enough of a violation, especially since it's not even the whole shed, to cause it to be forcibly moved.

Knable asked if the Applicant constructed the shed or if a contractor did; Schmitz replied they had a contractor construct the shed. Frazier noted that on the building permit application there is a contractor listed. Knable asked if the contractor measured to pour the cement slab. Schmitz replied typically, property owners will work with their contractors, indicating where their property lines are, and navigating that process with the contractor.

Fisher stated she agreed with what Brittain said; however, her problem with it is setting a precedent of allowing the variance. When we start to say okay, you did that, but we'll let you slide, then the next person that comes through is going to say, well, I wanted to build my shed here, and I know it's too close, but I'll just go get a variance later. To her, that's the important part about this; it's 6 inches and it really seems silly, but it's the precedent that we're setting. To her, it's not about the shed, it's about following the rules that everyone else is required to follow. So, that's why she's not supporting the variance; it's the precedent, not the 6 inches.

Frazier said he understands where both Brittain and Fisher are coming from; on the one hand, we have the variance factors that say the landowner can't create the problem, that they now have come to the City and asked for forgiveness. The other thing is the practical difficulty can't be solely economic in nature; truly, if we deny the variance, they're going to have to tear down the shed, they're going to have to move it, and that's just the cost factor, but that's kind of the practical difficulty that's baked in. On the other hand, he believes this truly is a de minimus violation if it is one; the 6 inches that we're talking about is an extremely small incursion into the setback, especially when we consider other commercial-industrial applications that we get where they're looking at 20-foot incursions into setbacks. Another one we'll have later on is asking for an incursion towards the street to have a bigger parking lot; so, this is something that the City does all the time. Yes, we have setbacks, but we move the setbacks if there's a good reason to; so, he's kind of split on that. He will tell them this: Both of you are here tonight, both of you live next to each other, and you're going to have to get along. That is the one fact that is going to be here today, you live next to each other, you both own properties, so, you have to get along. This is advice and from the City's perspective, it will make everybody's lives better if you get along.

Rasmussen mentioned he thinks it's kind of a silly mistake, a little bit foolish of whoever built their shed; if there's a 6-foot setback, and I'm going to measure off a property fence, I'd probably aim for 7 feet to make sure I'm on the safe side. We're talking very minimal, 6 inches or less, so he doesn't see any great problems with drainage or sight lines. He'd be in favor of approving this variance, as staff recommended.

Stephens said she thinks it's very difficult for both of the property owners. She can't speak for everybody, but she would agree with Fisher that rules are the rules, and it's really hard to set the precedent for the next one. She would probably be frustrated if she was the adjoining neigh-

bor, but at the same time, if she was the one who made the mistake and had to do all that work for 6 inches, that's also very painful. She just wants to say that she sees both sides, and it's challenging.

Rasmussen made a motion to approve the side yard setback variance for a shed at 6761 93rd Bay South, subject to the conditions stipulated in the staff report. Knable seconded. Motion passed on a 5-to-1 vote (Fisher voted nay).

6.2 Hohenstein's Distribution Center – SP2023-010

Gardner Builders Minneapolis, LLC, on behalf of Hohenstein's, has applied for a site plan review of a proposed 160,785 square foot distribution center to be located on the southwest corner of Jamaica Avenue and 95th Street.

Schmitz summarized the staff report and recommended approval subject to the conditions stipulated in the staff report.

Frazier opened the public hearing. No one spoke. Frazier closed the public hearing.

Knable asked if the box trucks will be delivering the product there or if there will be semi access to unload and distribute to the box trucks; how are you getting product to this distribution center. Karl Hohenstein, 2330 Ventura Drive, Woodbury, replied they get a lot of over-the-road semis that fill up their warehouse, and we use traditional 16-bay trucks to deliver to retail, both bars and liquor stores. Knable asked if we'd planned for parking of those semis on this site or do they leave as soon as they deliver; Hohenstein replied the semis come and go; as soon as we unload them, they're gone. Knable asked which exit they would be using the most to get in and out; Hohenstein replied semis would use the western access to 95th Street, by the pond.

Fisher asked if they were moving their Woodbury location to this one or if they're expanding and having two separate locations; Hohenstein replied they're moving their entire operation to Cottage Grove. Fisher asked if he had any idea when they might expand, as she noted we're earmarking an expansion site. Hohenstein replied right now, he's doubling the size of his current operation, but he doesn't want to move again for a while.

Brittain made a motion to approve the site plan review for the proposed distribution center, subject to the conditions stipulated in the staff report. Fisher seconded. Motion passed unanimously (6-to-0 vote).

6.3 Chase Bank – SP2023-011 & CUP2023-011

JP Morgan Chase Bank, NA has applied for a site plan review of a proposed 3,319 square foot freestanding retail banking center to be located in the south parking lot of Kohls, north of 80th Street, east of Culver's, and west of U.S. Bank; and a conditional use permit for an attached through-the-wall drive-up ATM lane.

Mroska summarized the staff report and recommended approval subject to the conditions stipulated in the staff report.

Fisher asked if the drive-thru was just for the ATM or if they had drive-thru teller services, too; Mrosla replied that's just for the ATM.

Frazier opened the public hearing. No one spoke. Frazier closed the public hearing.

Rasmussen made a motion to approve the rezoning and site plan review for the proposed water treatment plant and utility building, subject to the conditions stipulated in the staff report. Knable seconded. Motion passed unanimously (6-to-0 vote).

6.4 Trellis Senior Apartments – SP2023-012 & ZA2023-012

Trellis Co. has applied for a Planned Unit Development and Site Plan Review for a proposed 52-unit affordable senior housing building located at 7601 79th Street South.

Mrosla summarized the staff report and recommended approval subject to the conditions stipulated in the staff report.

Dan Walsh of Trellis, located in Minneapolis, stated they're a nonprofit developer for affordable multifamily housing for nearly 30 years, with more than 4,000 units and 51 properties primarily in the Twin Cities metro area and others scattered throughout Minnesota. They're one of the largest nonprofit owners and developers of affordable housing in Minnesota. They have their own management company, which will have a fulltime presence at this proposed development. This is affordable senior housing, so our primary goal is fitting in with the surroundings, creating a building of which the City will be proud. They will be the long-term owner of the property, so he spoke about the parking requirement, which they take very seriously; he noted residents here will also utilize Metro Mobility to access the many nearby amenities.

Fisher asked Walsh if, in addition to the rent, they will have a monthly HOA fee; if so, what will that cover. Walsh replied there would be no HOA fee, and they're not charging for parking. He said 36 of the units have project-based rent assistance attached to them, so the residents will actually only pay 30 percent of their income; if they have no income, they won't pay rent.

Frazier opened the public hearing. No one spoke. Frazier closed the public hearing.

Rasmussen stated he's a bit concerned with the parking. They're asking for 35 stalls less than what's typically recommended. In wintertime, snow builds up, so you might lose 20 percent of those; we don't know who will reside there and if they will have cars or not. What happens if the parking becomes a problem; will they be parking at the library or on neighboring properties. He likes the project, but that's his one concern.

Frazier stated Rasmussen's comment brought up another point for him: Do we have plans as to where snow storage on site will be, especially if we're going to agree to have so little parking compared to Code; do we know where that's going to happen. Mrosla stated the Applicant had addressed that as part of the submittal package, he asked if the Applicant wished to address that; Walsh stated both he and the architect, Brett Petereck, Kaas Wilson Architects, 1301 American Boulevard East, Bloomington, will speak about snow removal. Walsh stated we would never as a business practice store snow over parking stalls. In extraordinary snow years, we have trucked snow offsite. We actually have our own snow removal division of our property management company, so it's something that we do in house and take very seriously. Petereck

stated they worked on the site map with a civil engineer, about onsite management for snow removal, and one option included storing snow in the east side of the property, into the landscape area. Mroska noted on Page C2 of the submitted plans it states exactly what the Applicant just said, the snow shall be stored onsite, but if there are events where it cannot be stored on site, the snow shall be hauled offsite.

Brittain made a motion to approve the site plan review and planned unit development for the senior housing apartment building, subject to the conditions stipulated in the staff report. Rasmussen seconded. Motion passed unanimously (6-to-0 vote).

Approval of Planning Commission Minutes of April 24, 2023

Fisher made a motion to approve the minutes of the April 24, 2023, Planning Commission meeting. Rasmussen seconded. Motion passed unanimously (6-to-0 vote).

Reports

8.1 Recap of June 2023 City Council Meetings

Schmitz provided a summary of actions taken at the June 7 and 21, 2023 City Council meetings.

Khambata stated the Planning Commission is doing great work, as what they do isn't always easy. There are a lot of things to consider with the applications that come before you, and the Council appreciates the Planning Commission's guidance.

8.2 Response to Planning Commission Inquiries

None.

8.3 Planning Commission Requests

None.

Adjournment

Rasmussen made a motion to adjourn the meeting. Brittain seconded. Motion passed unanimously (6-to-0 vote). The meeting was adjourned at 8:07 p.m.



City Council Action Request

7.D.

Meeting Date	8/2/2023		
Department	Administration		
Agenda Category	Action Item		
Title	Cottage Grove Chamber of Commerce - Gambling License Application		
Staff Recommendation	Approve the single occasion Gambling Permit application for the Cottage Grove Area Chamber of Commerce on November 1, 2023, at 8617 West Pt Douglas Road South beginning at 1:30 pm.		
Budget Implication			
Attachments	<table border="1"><tr><td>1.</td><td>Chamber of Commerce Gambling Permit (11-1-2023)</td></tr></table>	1.	Chamber of Commerce Gambling Permit (11-1-2023)
1.	Chamber of Commerce Gambling Permit (11-1-2023)		

To: City Administrator Jennifer Levitt

From: Director of Public Safety Peter J. Koerner

Date: July 27, 2023

Subject: **GAMBLING LICENSE APPLICATION – SINGLE OCCASION**

INTRODUCTION

Under State Statutes, four types of nonprofit organizations are eligible to conduct lawful gambling in Minnesota (fraternal, religious, veteran, and other nonprofit) and most events, with the exception of certain raffles, require obtaining either an exempt or an excluded permit from the Minnesota Gambling Control Board. Permits issued by the Minnesota Gambling Control Board require approval of the local government authority where the event will be held.

The Public Safety Department investigates single-occasion gambling permit applications and provides the City Council with a recommendation on whether a permit should be issued. If the City Council authorizes issuance of a permit, the City Clerk signs off on the application and forwards it to the Minnesota Gambling Control Board or issues the permit itself if none is required by the Gambling Control Board.

BACKGROUND

Pursuant to City Ordinance, Laurie Lynne Levine, on behalf of the Cottage Grove Area Chamber of Commerce, 8617 West Point Douglas Road S, Cottage Grove, MN 55016 has submitted an application for a Single Occasion Gambling Permit for their Evening of Excellence to be held at 8617 West Point Douglas Road South, Suite 150, Cottage Grove, MN 55016 on November 1, 2023 at 1:30pm. The Department of Public Safety is required to conduct a police investigation of the applicants.

DISCUSSION

The application as submitted is complete, in compliance with our ordinance and is exempt from the licensing requirements of the Minnesota Charitable Gambling Control Board.

We have investigated the applicants and have not found any facts which would constitute a basis for denial of this application, under the provisions of the City's Gambling Ordinance.

RECOMMENDATION

Recommend that the City Council approve the single occasion Gambling Permit application for the Cottage Grove Area Chamber of Commerce.



Peter Koerner – Director of Public Safety

07/27/2023



City Council Action Request

7.E.

Meeting Date	8/2/2023				
Department	Community Development				
Agenda Category	Action Item				
Title	Approval of Rental Licenses				
Staff Recommendation					
Budget Implication					
Attachments	<table><tr><td>1.</td><td>Rental License Approvals CC Memo</td></tr><tr><td>2.</td><td>Rental License Approvals Table</td></tr></table>	1.	Rental License Approvals CC Memo	2.	Rental License Approvals Table
1.	Rental License Approvals CC Memo				
2.	Rental License Approvals Table				

TO: Honorable Mayor and City Council
Jennifer Levitt, City Administrator

FROM: Samantha Drewry, Code Enforcement Officer

DATE: July 27, 2023

RE: Rental License Approvals

Background/Discussion

Rental licenses are required for nonowner-occupied residential properties (City Code Title 9-13, Property Maintenance, and Title 9-14, Rental Licensing) and are issued on a biennial basis. The licensing process includes submittal of the rental license application, payment of \$180, and public criminal history report. Rental inspections are conducted on all rental properties as part of the licensing process. Once all information has been submitted and the inspection satisfactorily completed, the Council must approve the license prior to it being issued.

The properties listed in the attached table have completed the licensing process and are ready to have their licenses issued following Council approval.

Recommendation

Approve the issuance of rental licenses to the properties in the attached table.

2023 RENTAL LICENSES
CITY COUNCIL APPROVAL - AUGUST 2, 2023

RENTAL LICENSE NUMBER	PROPERTY STREET #	PROPERTY STREET NAME	PROPERTY OWNER
RENT-001607	7667	JENSEN AVENUE SOUTH	HOME SERVICES LLC
RENT-001633	7130	71ST STREET SOUTH	KNICKEL, TRACI LEONE
RENT-001786	6531	GENEVIEVE TRAIL SOUTH	Brooks, Andrew
RENT-001798	7760	JANERO COURT SOUTH	Conley, Steven
RENT-001855	6457	INSPIRE CIRCLE SOUTH	Veil, Lukas
RENT-001856	6468	GENEVIEVE TRAIL SOUTH	Omar Abdullahi
RENT-001859	8815	GROSPPOINT AVE S	Hoang Nguyen

MULTI-FAMILY:

GROVE RIDGE APARTMENTS - 2 BUILDINGS, 84 UNITS



City Council Action Request

7.F.

Meeting Date	8/2/2023		
Department	Convention and Visitors Bureau		
Agenda Category	Action Item		
Title	2022 Convention and Visitors Bureau Annual Report		
Staff Recommendation	Receive the 2022 Cottage Grove Convention and Visitor's Bureau Annual Report.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>CVB 2022 Annual Report</td></tr></table>	1.	CVB 2022 Annual Report
1.	CVB 2022 Annual Report		



TO: Honorable Mayor and City Council
Jennifer Levitt, City Administrator

FROM: Jaime Mann, Assistant to the City Administrator

DATE: August 2, 2023

RE: 2022 Convention and Visitors Bureau Annual Report

Discussion

According to the bylaws for the Cottage Grove Convention and Visitor's Bureau (CVB), each year the CVB is required to submit a written Annual Report to the City Council. The Annual Report provides an overview of highlights, activities, and the budget from the 2022 year.

Recommendation

Receive the 2022 Cottage Grove Convention and Visitor's Bureau Annual Report.

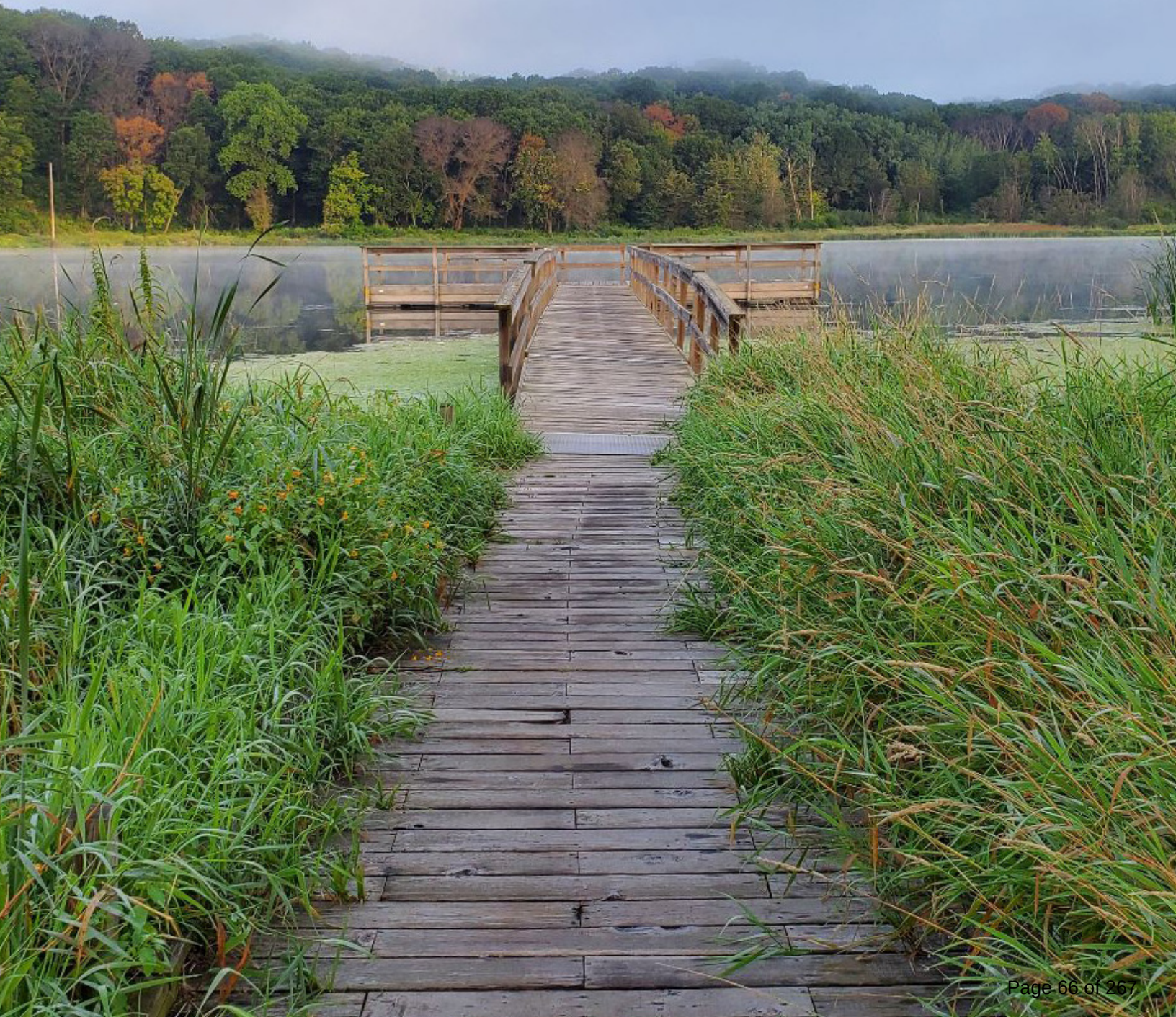
Attachments

1.	CVB 2022 Annual Report
----	------------------------



Cottage Grove Convention & Visitors Bureau

2022 Annual Report



CONVENTION & VISITORS BUREAU

Overview

The Convention and Visitors Bureau (CVB) markets and promotes Cottage Grove as a year-round visitor destination, working in partnership with industries, corporate partners, state partners, city departments and regional destination marketing organizations. The CVB serves as the primary marketing organization responsible for the development and implementation of promotional programs to ensure positive economic impact in Cottage Grove through steady growth of the travel industry.

Mission

The CVB's mission is to promote Cottage Grove as a premier destination for leisure travelers, weddings, and outdoor enthusiasts, a recognized and successful host city for meetings and conventions, and a prominent and respected venue for sporting events.

Board of Directors



*Steve Dennis,
Chair*



*Justin Olsen, Vice
Chair*



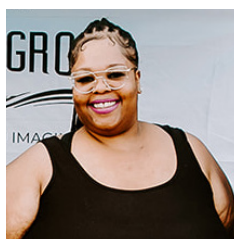
*Laurie Levine,
Director*



*Gretchen Larson,
Director
(May-Dec.)*



*Christine Costello,
Director
(Jan.-May)*



*Druscilla Nute,
Director
(Aug.-Dec.)*



*Steve Hanson,
Director
(Aug.-Dec.)*



*Renee Bade,
Director
(Aug.-Dec.)*

Staff



*Taylor Bengtson,
Administration
Specialist*



*Jennifer Levitt,
City Administrator*



*Jaime Mann,
Assistant to the
City Administrator*



*Julie Prior-Miller,
Marketing and
Communications
Specialist*

A Message from the Convention and Visitors Bureau Chair

I am excited to share that the CVB had a successful year promoting Cottage Grove as a year-round visitor destination.

We worked with industries, corporate partners, state partners, city departments and regional destination marketing organizations to showcase the city and ensure positive economic impact in Cottage Grove through the steady growth of tourism.

Economic factors have continued to play a role in the bounce back of overnight hotel stays, however we recorded steady gains. We knew travel and hotel stays would continue to be slightly down worldwide so the CVB laser-focused on bringing people to Cottage Grove for one-day or weekend long outdoor events and activities. We've launched several successful social ad campaigns throughout the year which have brought in visitors from around the metro area who have visited our retail establishments, restaurants and parks. We continued promoting city events, activities, restaurants, and retail opportunities using a multi-faceted approach that included social media advertising, website content, blog posts, videos, photos and creative partnerships.

Another major endeavor of our efforts in 2022 was the 2023 Cottage Grove Visitors Guide. I'm especially proud of this annual creation that boasts 36 pages of amenities and showcases the opportunities for visitors and travelers to discover our unique city. Even if you have lived here your entire life, I am willing to bet you'd find a hidden gem in the Visitors Guide that you never knew existed.

We will continue forming relationships with businesses in town. A successful partnership and two-way dialogue are critical to our mission, which is:

- Promoting Cottage Grove as a premier destination for leisure travelers, weddings and outdoor enthusiasts.*
- Ensuring Cottage Grove is a recognized and successful host city for meetings and conventions.*
- Establishing the city as a prominent and respected venue for sporting events.*

Together, we weathered innumerable challenges, many of which are highlighted in this report and appear alongside the creative solutions and strategies implemented to continue growing tourism. I look forward to 2023 as we continue to discover Cottage Grove.

*Steve Dennis,
Chair of the Cottage Grove CVB*

ACCOMPLISHMENTS

2023 Visitors Guide

The 36-page guide represents the opportunities for visitors and travelers alike to discover our unique city.

From lodging facilities, outdoor parks and recreation, events, meeting venues and more, there's something inside for everyone.

Flipping through the pages is truly a reminder of what people who live here already know: The city is a special place to live, work and play.

By the Numbers

- This is the **second annual publication** for Cottage Grove.
- This guide boasts **36 pages** full of amenities, activities and information about Cottage Grove.
- There are **9 total ads** in this publication.
- **\$5,645 in revenue was collected** from advertising dollars through this publication.

In Addition to the Numbers

- This publication was created entirely in-house in 2022 including design, proofing and editing, providing massive **cost savings** to the CVB by not having to hire an outside organization.
- The online/digital guide is an elevated version of the printed piece, which includes links driving traffic to local businesses, advertisers and the Discover Cottage Grove website.



Where You Can Find It

- This publication is located at information kiosks at the Minneapolis/St. Paul airport. (See photo below.)
- You can also find this publication at the 11 rest stops/visitor centers/welcome centers



Website

Discover Cottage Grove Website

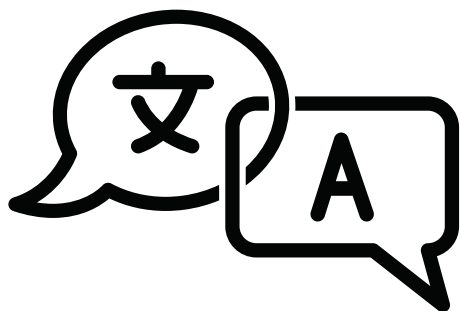
The Discover Cottage Grove website continues to house valuable information for visitors. Staff frequently update the event calendar throughout the year, add pages pertaining to upcoming contests or giveaways, add pages for new businesses into our directory and continually look for ways to improve the user experience.

Addition of businesses and other various highlights of new businesses we've included this year:

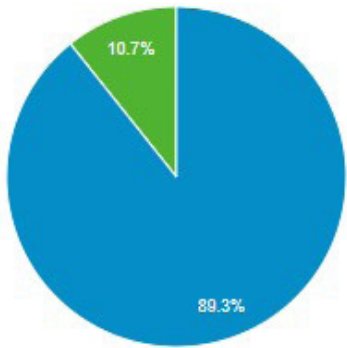
- Grey Duck Disc Golf
- Burn Boot Camp
- Pizza Ranch 'Coming Soon'
- Shepard Farm
- Cottage Grove Ravine Regional Park as a venue to host weddings or use as a business meeting place.

Accessibility

In November of 2022 staff added additional functionality to the Discover Cottage Grove website. This functionality includes the ability to change the language shown from English to the viewers primary language.



New Visitor Returning Visitor



Most Viewed Pages

1. Holiday Train event page
2. Home page
3. Calendar of events
4. Contest entry
5. Things to do

Users by Month

- January 1K ↑
- February 1.5K ↑
- March 2.1K ↑
- April 1.3K ↓
- May 1.7K ↑
- June 4K ↑
- July 1.9K ↑
- August 1.4K ↑
- September 1.3 K ↓
- October 4.3K ↓
- November 6.1K ↑
- December 4.9K ↑

Sessions by Device

- Mobile 82.0% ↑
- Desktop 14.1% ↑
- Tablet 4% ↑

ACCOMPLISHMENTS

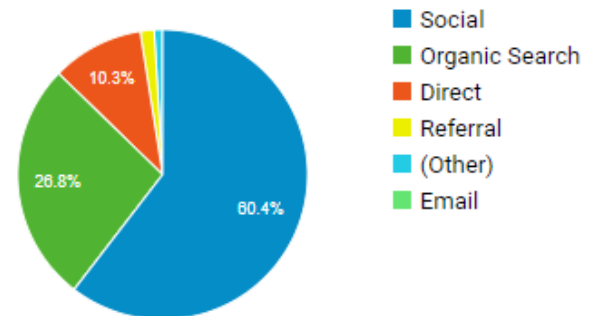
Website

Top Channels

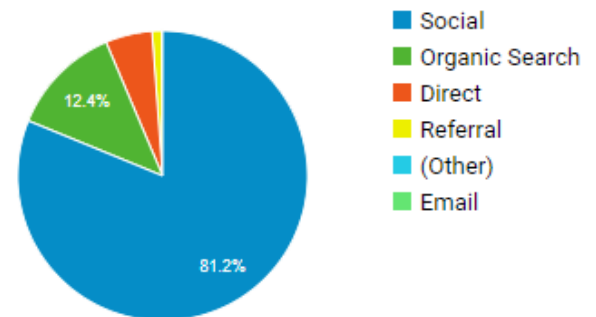
We continue to see our social ad campaign marketing pays off in high dividends when it comes to traffic to our website. In 2022 60.4% of this traffic was attributed to come from social media. 26.8% of traffic to our website came from organic searches in 2022 as opposed to 12.4% in 2021. What does this tell us? This shows us that our name is getting 'out there'. More people have heard of Discover Cottage Grove, so more people are searching for Discover Cottage Grove.

Top Channels

Jan 1, 2022 - Dec 31, 2022



Jan 1, 2021 - Dec 31, 2021



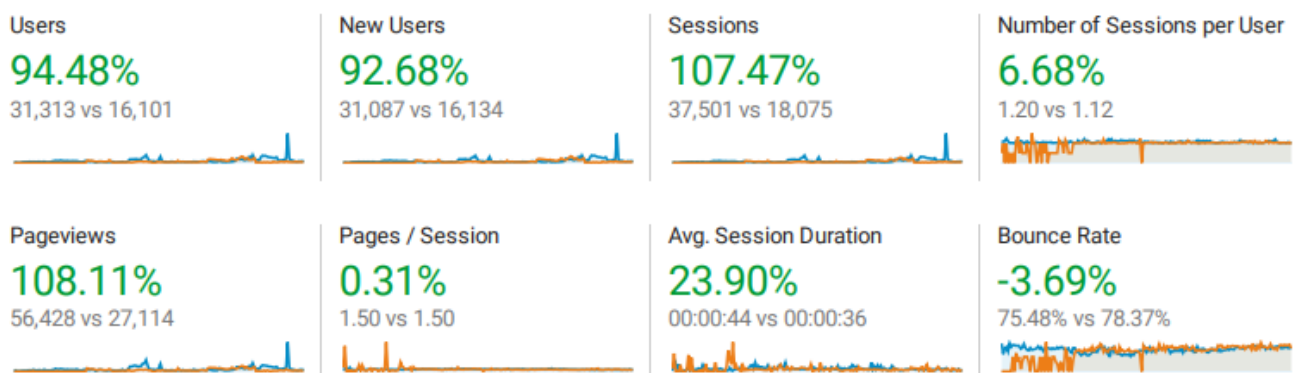
Top Socials

Facebook continues to outperform all other social media channels when it comes to where our website traffic is coming from. 98.57% of our users are finding Discover Cottage Grove information there and going to our website.

Instagram Stories comes in second to drive website traffic from social media.

By the Numbers

2022 was a year of huge success for our website. We were up in terms of users, new users, number of sessions, page views, pages per session and average session duration. We also achieved decreasing our bounce rate which was one of the goals outlined in our 2021 annual report. The below chart shows 2022 numbers vs. 2021 numbers in grey.



Videos

The CVB worked with South Washington County Telecommunications Commission (SWCTC) to produce five promotional videos to highlight the city's unique amenities and offerings.

Since working with SWCTC in 2021 and talking about our desire for video footage for Discover Cottage Grove, staff and SWCTC worked diligently to outline and capture footage for many events in 2022 to be used for promotional materials in 2023 and beyond.

Footage captured:

- Strawberry Fest
- Disc Golf
- Splash Pad
- Bike Park
- River Oaks Patio
- Hamlet Skate Park
- Haunting Experience
- Monster Bash Parade
- Halloween Extravaganza
- Pumpkin Chuck
- Hale to the Bird
- Holiday Train



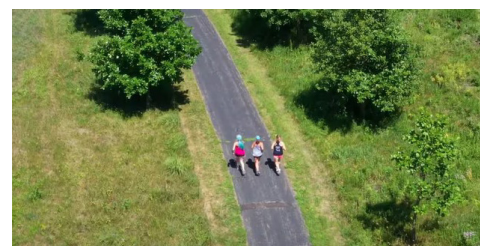
In addition to capturing footage and cutting videos, staff also created a Discover Cottage Grove YouTube channel and added a Discover Cottage Grove playlist under the city's YouTube channel. We're hoping these steps help gain the widest reach possible by viewers.



Discover Cottage Grove, MN



Discover Cottage Grove:
Connect with Us



Discover Cottage Grove:
Recreation Promo



Discover Cottage Grove:
Fall Biking Promo



Discover Cottage Grove :
Winter Promo



ACCOMPLISHMENTS

Photos

Working with professional photographers and businesses not only allows us to form relationships within our community and business sector, it allows us to extend our reach with the best talent available highlighting Cottage Grove's beautiful and unique amenities at little to no cost to us.

Goals of Photos

- High-quality, clear images
- Displaying authenticity
- Highlighting diversity
 - Race
 - Gender
 - Age
 - Ability
- Active shots
- Visually engaging
- Showcasing Cottage Grove in a positive light

Discover Cottage Grove Photo Contest

Hosting a photo contest drives traffic to our website, increases our social media engagement and allows us use of photos from participants.

Professional Photography

- **Nathan Klok**
 - Three photos for use in guide and for promotional materials
- **Sigrid Dabelstein**
 - Cottage Grove Community Night at the St. Paul Saints game

Nathan Klok



Discover Cottage Grove Photo Contest



Sigrid Dabelstein Photography



Photos

In-House Photos

- Afton Apple Orchard
- Bike Park
- Blizzard Bash in Ravine Regional Park
- Boondocks Vintage Boutique
- Caribou Coffee
- Cottage Grove Farmer's Market
- Cottage Grove Floral
- Cottage Grove Ravine Regional Park
- Disc Golf
- Dust 'Em Off Snowmobile Event
- Food Truck Thursdays at City Hall
- Halloween Extravaganza
- Hazen P. Mooers Park
- Hidden Valley Park
- Highlands Park
- Holiday Train
- Hometown Holiday Celebration
- Hy-Vee
- Junction 70
- Lil' Riders Day
- Monster Bash Parade
- Oakwood Park
- Paddleboats
- Pumpkin Chuck
- Ravine Regional Park
- River Oaks Golf Course and Event Center
- Rooted in Junk
- Seasonal outdoor photos
- Shepard Farm opening
- Shepard Farm
- Skoolie events
- Strawberry Fest
- Whistling Well Farm
- Woodridge Park and surrounding area

Discover Cottage Grove's Photos



ACCOMPLISHMENTS

Social Media

Effective social media plays a key role in building our brand and bringing people to Cottage Grove. The interactive and visual nature of Facebook, Twitter and Instagram all provide powerful opportunities for people to engage and experience Cottage Grove through video and photos. Giving potential visitors a first-hand look at the city's restaurants, parks, recreational opportunities, wedding venues and other offerings has been incredibly effective. We have reached thousands of people and shown them all the city has to offer. We've helped promote businesses through newly created partnerships. The best part? We have had fun doing it — and our followers have also been enjoying the ride. #winning

Twitter Stats

Jan. 1- Dec. 31, 2022

By the Numbers

- 52 followers ↑



Facebook Stats

Jan. 1-Dec. 31, 2022

By the Numbers

- 420 posts ↑
- 500+ stories ↑
- 2,618 followers ↑
- 498,201 paid reach ↑
- 567,573 page reach ↑ 36.2%

In Addition to the Numbers

- Sought out and connected with food trucks via Facebook. Began to build relationships for future partnerships.
- Connected to local businesses and marketing teams to establish professional relationships (i.e. Junction 70, Cottage Grove Bike Park).

Instagram Stats

Jan. 1-Dec. 31, 2022

By the Numbers

- 369 posts ↑
- 500+ stories ↑
- 670 followers ↑
- 16,897 paid reach ↑
- 87,935 reach ↑ 284.8%

In Addition to the Numbers

- Promoted businesses and amplified partnerships within Cottage Grove by re-posting stories and interacting with businesses increasing their social engagement.
- Connected with social media influencers and photographers.
- Influencers, individuals and businesses share our information and helped broaden our reach.

Social Media Ad Campaigns

Not only does effective social media play a key role in building our brand, but effective social media ad campaigns reach new users, target specific audiences, increase brand visibility and at a relatively low-cost, helps to increase sign ups and lead generation. Some advantages of marketing through social media ads as opposed to “traditional” ads include the fact that social ads allow more engagement than conventional online advertising. Not only can people click where to go, they can also “like” and “share” without costing the advertiser anything extra. This also plays into another benefit social ads provide — when users see their contacts have interacted with a post, click rates increase and readers consider the ad to be less intrusive.

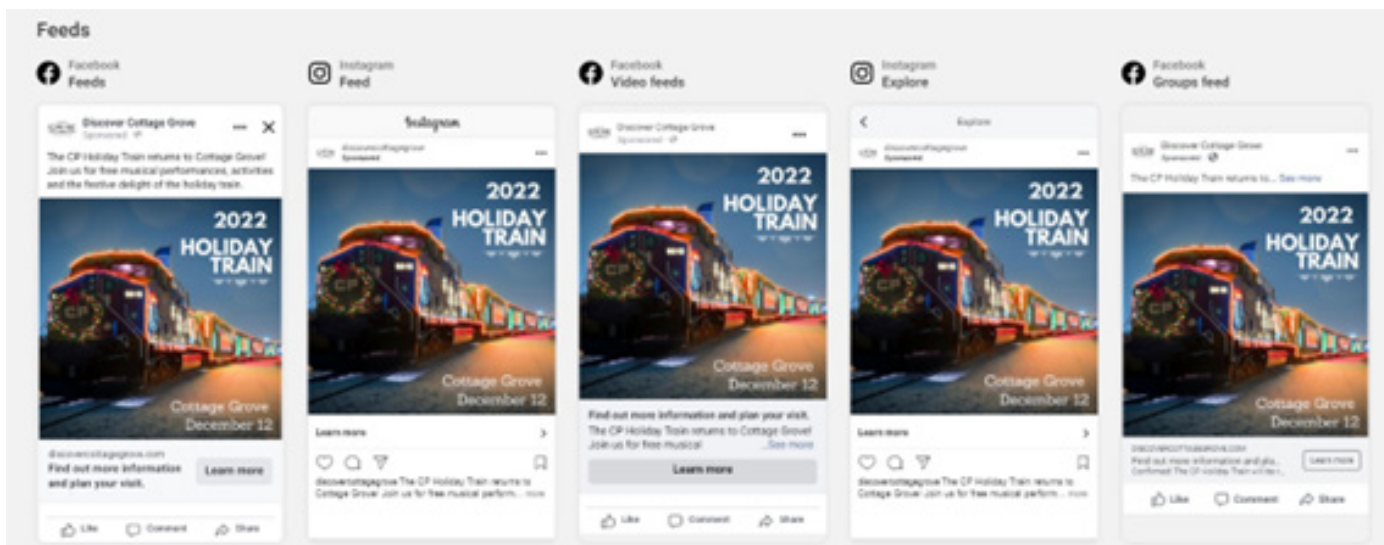
By the Numbers

- **Ad impressions in 2022:** 1,635,649 (↑ from 1,404,806 in 2021).
- **Ad engagements in 2022:** 53,517 (↑ from 42,819 in 2021).
- **Website traffic directly as a result of social media ad campaigns in 2022:** 19,012 (↑ from 12,702 in 2021).
- **Total website traffic in 2022:** 31,313 visits (↑ from 16,300 visits in 2021).

Top Performing Social Ad Campaign

Holiday Train

- Impressions: 406,052
- Clicks: 18,653 (9.18%)
- “Good” industry average: 1% click rate



The top performer of all social campaigns this year; the 2022 Holiday Train. This ad ran from November 8 through December 12, 2022.

ACCOMPLISHMENTS

Events

Cottage Grove Community Night at the St. Paul Saints Game

Discover Cottage Grove teamed up with the St. Paul Saints on June 11, 2022 to promote 'Cottage Grove Community Night' at the St. Paul Saints game.

Setting our tent and materials up across from the third base line, we stood out from the crowd and had plenty of room to talk to passers by about visiting Cottage Grove the following weekend for the Strawberry Festival.

Strawberry Fest Ambassadors stood with us and sold buttons for the Strawberry Fest as a fundraiser.

From city council members, staff and a plethora of community members coming out to the join us for the game, in addition to thousands of people there to watch baseball, the Discover Cottage Grove name and brand was able to get in front of many new faces. The board agreed, it was a fun night and a great success!



Medallion Hunt

Discover Cottage Grove sponsored the 2022 Strawberry Fest Medallion Hunt. Staff scouted locations, wrote clues and had a great hunt with lots of positive feedback from visitors and the surrounding community. Visitors from Inver Grove Heights ending up winning as a team.



Jana and Brad, 2021 Medallion Hunt Winners



Getting Around

Event Circuit

Here, there, everywhere! Or at least it felt like it. With our new Discover Cottage Grove tent, table and swag items, Discover Cottage Grove was able to begin hitting the event circuit. Our goal? To start getting our name 'out there', attracting visitors to our city and letting the community know who we are and what we're here for.



Swag Distribution

Through our relationship with the Strawberry Fest committee, the Strawberry Fest Ambassadors were able to distribute Discover Cottage Grove frisbees at the parades they attended throughout Minnesota and Wisconsin during the summer.

Tagging

How else did we get our name out there? Great question! Staff also went out and 'tagged' eight locations around Cottage Grove with our Discover Cottage Grove logo.



DCG @ the Saints Game



DCG @ One Family Tournament



DCG @ Strawberry Fest Marketplace



DCG @ Public Safety Golf Tournament



ACCOMPLISHMENTS

Marketing

Giveaways

Follow Us on Social Media



The focus of this campaign was to attract new audiences to like and follow Discover Cottage Grove's social media pages. By adding a component where people had to give us their email address to

enter the contest, we were able add hundreds of new contacts to our email distribution lists which showcases the best that Cottage Grove has to offer. Giveaway: Ticket packages to the St. Paul Saints game June 11, 2022.

Discover Cottage Grove Photo Contest

This campaign's focus was to highlight the city of Cottage Grove from the viewpoint of those who live, work and play here. Submissions were also added to our photo archive to be able to use for marketing purposes. By collecting participants email addresses through submissions, we were able to add hundreds of new contacts to our email distribution lists showcasing Cottage Grove's parks, businesses and upcoming activities. Giveaway: Ticket packages to the St. Paul Saints game June 11, 2022.

Swag

Everyone loves free stuff. Giving marketing swag away helps with lead generation, building relationships, brand recognition and 'gets our name out there' in places we otherwise can't get.

So what swag did we have this year?

- Frisbees
- Board and staff shirts
- Hand warmers
- Luggage tags
- Pens



Communications/Marketing

Effectively marketing the City and showcasing it as a recreation, retail and meeting destination requires a multi-faceted approach. Social media, the Visitors Guide and the website are important pieces of the puzzle that are supplemented by other initiatives such as the Discover Cottage Grove blog. The monthly e-newsletter, advertising in publications as well as other promotional pieces.

Discover Cottage Grove Blog

Having a blog presence not only helps us showcase amenities, businesses and upcoming events to a wide audience, it also helps us increase traffic to our website and boost our search engine optimization (SEO) in Google and other search engine rankings.

- 20 blog posts from Jan.-Dec. 2022 ↑

Explore Minnesota Listings

In 2021 we launched an account through Explore MN to create listings about Cottage Grove, which gives Explore MN the ability to market and advertise these listings for us free of charge. In 2022 we re-organized our account to try and increase visibility across various local businesses, events and attractions. We created separate accounts for restaurants that are unique to Cottage Grove so we could market their events such as bingo at Muddy Cow, or live music at the VFW. Having multiple pages for businesses, events and attractions means we have more places to market Cottage Grove to potential visitors.



Miscellaneous

- Ad in Have Fun Biking's Minnesota Bike/Hike Guide
- Dasher board ad at the Cottage Grove Ice Arena

Discover Cottage Grove Monthly Newsletter

By industry standards a 'good' open rate is: 15-20%.

- January – 41% open rate
- February – 38% open rate
- March – 40% open rate
- April – 46% open rate
- May – 41% open rate
- June – 42% open rate
- July – 36% open rate
- August – 45% open rate
- September – 32% open rate
- October – 35% open rate
- November – 41% open rate
- December – 41% open rate

Total subscribers: 902 ↑

Grants



Explore Minnesota 2023 Tourism Marketing Grant

The 2023 Tourism Marketing Grant Program is designed to assist individual, established nonprofit Destination Marketing Organizations (DMOs) and/or primary tourism organizations by providing matching funds for the purpose of tourism marketing to stimulate travel for the economic benefit of their communities.

In November, Marketing and Communications Specialist Julie Prior-Miller submitted a request for \$14,000 for assistance through the Explore Minnesota 2023 Tourism Marketing Grant, which was awarded.

Total reimbursement costs will be \$14,000 if all funds are used. This grant requires 1:1 matching funds.

The grant revenue will be applied to the third quarter of the Visitor's Bureau 2023 budget and the expenses will be applied in the first and second quarters of 2023.

Affiliate Welcome Center Program

Many community welcome centers across the state are designated as Explore Minnesota affiliates. Explore Minnesota allows these centers to use the Explore Minnesota logo on signs and state travel brochures to distribute to visitors. Affiliate locations are included in Explore Minnesota publications and online at exploreminnesota.com.

The program provides standardized information for "on-the-road" travelers and increases the economic benefits to the state and its communities. Benefits of the program to participating communities include access to state maps, use of the Explore Minnesota Tourism logo in signing, and geographically incorporating Explore Minnesota Affiliate Welcome Center locations on Explore Minnesota Tourism publications and websites to increase visitor awareness. In 2022, we were granted this opportunity through the end of 2026.

BUDGET

Budget Highlights

Revenue

- Budgeted revenue = \$76,348
- Total 2022 revenue = \$90,716

Revenue Breakdown

- State grant: \$14,000 from Explore Minnesota
- Lodging Tax: \$74,426

Q1

- Budgeted: \$16,587
 - **Actual: \$19,580**
- 18.0%

Q2

- Budgeted: \$16,587
 - **Actual: \$19,608**
- 18.2%

Q3

- Budgeted: \$26,587
 - **Actual: \$33,620**
- 26.5%

Q4

- Budgeted: \$16,587
 - **Actual: \$17,908**
- 8.0%

Overall

- Budgeted: \$90,716
 - **Actual: \$90,716**
- 18.8%

Expenses

- Budgeted expenses = \$75,363
- Total 2022 expenses = \$74,891

Expenses Breakdown

- Marketing expenses
 - Budgeted: \$48,375
 - **Actual: \$44,283**
- Operations Expenses
 - Budgeted: \$410
 - **Actual: \$3,436**
- EDA Trust/city payback expenses
 - Budgeted: \$5,945
 - **Actual: \$5,945**
- Administration fee (5% of lodging tax + 25% City contractual services)
 - Budgeted: \$19,904
 - **Actual: \$21,217**

*Revenue and expense figures do not include budgeted salary and benefits expense or ARPA funds received.

Those numbers offset each other in our budget.

GOALS

Looking Ahead

2022 was a year of growth. Advancement. Expansion. We built our reserves in terms of photos and video coverage. We expanded our reach within our social media channels to thousands more people. We added tools to our tool box like hosting a blog, giving away swag items, holding contests and attending events to leverage our marketing efforts. In 2022 our goals for the convention and visitors bureau were many, but incremental and necessary to attain the growth of where we are today. Looking ahead to 2023 we have fewer goals, but bigger plans.

The 'Big 3'

1. Host a food truck event.

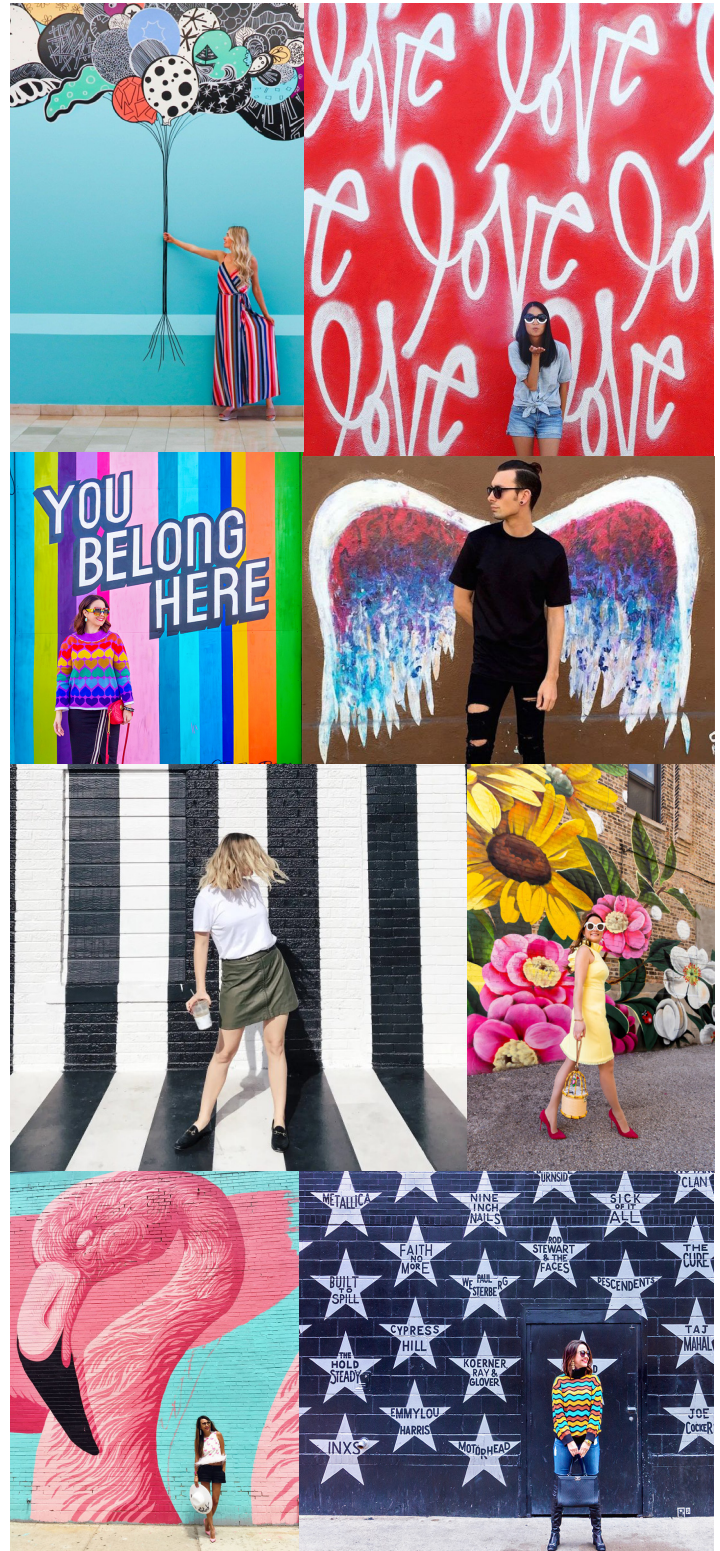
Research. Plan. Organize. Build relationships. Draw visitors. Connect community. Grow revenue. (Eat great food.)

2. Bring a mural wall to the City of Cottage Grove.

Murals are not a new concept. From early cave drawings to Banksy's Balloon Girl, murals attract new local businesses, help bring customers to pre-existing locations, boost the economy of an area and create vibrant neighborhoods people want to visit, live in and take care of.

3. Hold a strategic planning session.

Bring in an outside consultant to help us develop a 3-5 year strategic plan for the Cottage Grove Convention and Visitors Bureau.



SUMMARY

2022: Sustained Growth

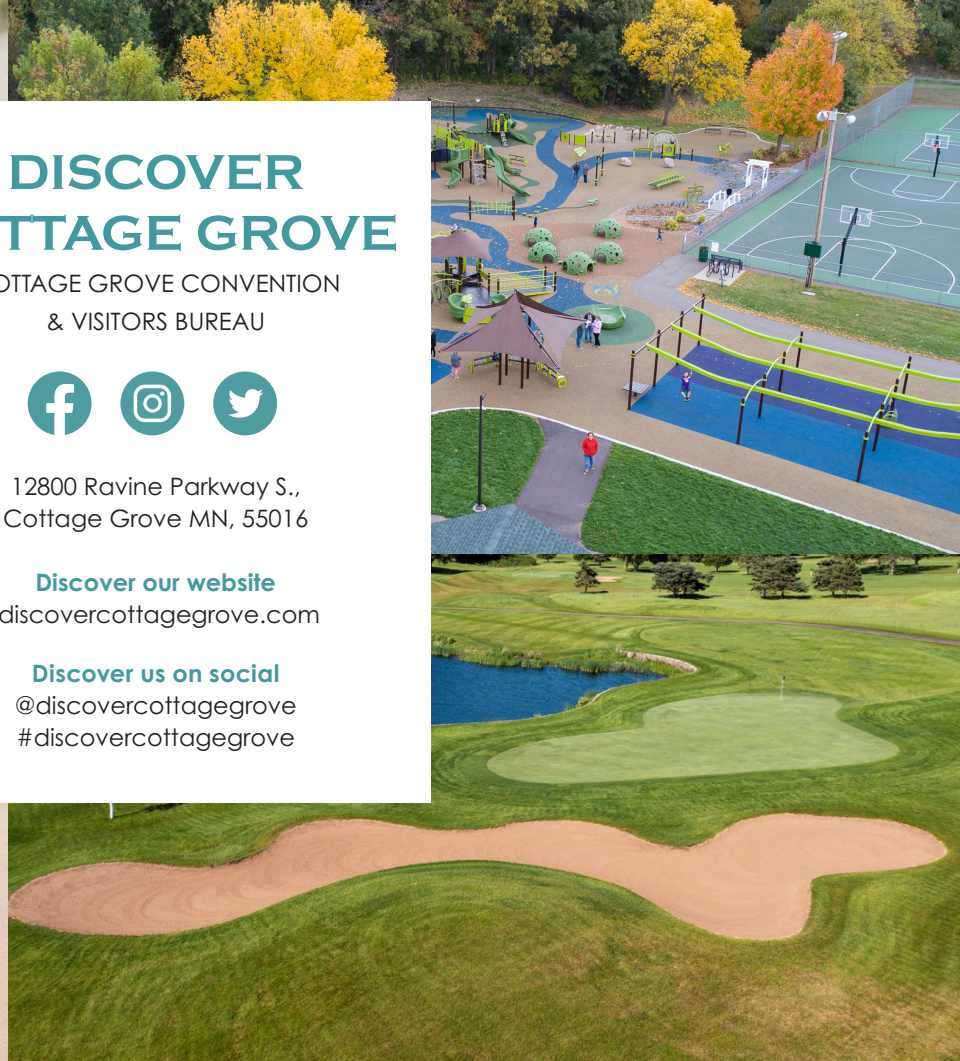
The Cottage Grove CVB had an overall successful year despite the continued lingering effects on travel due to the COVID-19 pandemic.

2022 Achievement Highlights

- Exceeded 2022 budget estimations.
- Received an Explore MN marketing grant for \$14,000. This grant will be used in 2023 for several online paid social media campaigns, driving traffic to our website and social channels, and promoting local events, venues and Discover Cottage Grove itself.
- Invested in event materials such as a tent, table, chairs and tablecloth to be able to attend events.
- Invested in swag items to elevate our marketing efforts.
- Launched an email targeting Cottage Grove area business owners to help them identify influxes of traffic to our city to better prepare and serve their customers. We had 0 people unsubscribe from this list all year and an average of a 50% open rate. Both of these numbers tell us business owners liked receiving these updates.
- Bolstered and expanded Discover Cottage Grove and Explore Minnesota activity calendars resulting in events and activities getting picked up by Explore MN's newsletter distribution lists which combined are distributed to over 250,000 people.
- Partnered with the South Washington County Telecommunications Commission (SWCTC) to capture footage throughout the year and create five videos showcasing unique aspects of Cottage Grove.



In addition to these accomplishments, the CVB is proud to have started establishing long-term relationships with its local lodging facilities, area businesses, community members and more. The CVB values these partnerships and remains steadfast in its commitment to effectively promote Cottage Grove as a premier tourist destination.



DISCOVER COTTAGE GROVE

COTTAGE GROVE CONVENTION
& VISITORS BUREAU



12800 Ravine Parkway S.,
Cottage Grove MN, 55016

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discovercottagegrove.com

[Discover us on social](#)
[@discovercottagegrove](#)
[#discovercottagegrove](#)





City Council Action Request

7.G.

Meeting Date	8/2/2023		
Department	Economic Development		
Agenda Category	Action Item		
Title	Cottage Grove Convention and Visitors Bureau Resolution Amendment		
Staff Recommendation	Adopt Resolution 2023-105 amending Resolution 2021-160 establishing the City of Cottage Grove Convention and Visitors' Bureau.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>CG Resolution 2021-160 - establishing Convention and Visitors Bureau - clean 7-21-23</td></tr></table>	1.	CG Resolution 2021-160 - establishing Convention and Visitors Bureau - clean 7-21-23
1.	CG Resolution 2021-160 - establishing Convention and Visitors Bureau - clean 7-21-23		



TO: Honorable Mayor and City Council
Jennifer Levitt, City Administrator

FROM: Gretchen Larson, Economic Development Director

DATE: August 2, 2023

RE: Cottage Grove Convention and Visitors Bureau Resolution Amendment

Discussion

In December 2019, the City Council established the Cottage Grove Convention and Visitors Bureau (CGCVB) through Resolution No. 2019-134. Over the past several years, there have been changes and modifications to the By-Laws to accommodate financing, bookkeeping, board appointments and other matters that needed to be addressed as the CGCVB and the City structure have continued to evolve. In recent discussions with the CVB President, the City Administrator, and the Finance Director, a few additional recommended changes are being proposed.

The first proposed change is in **Section 2.MEMBERSHIP**. This section has been revised to allow additional flexibility in the composition of the Board. Specifically, if there are not members of the business community who wish to serve, residents may be considered for appointment. The revised section reads as follows:

2. MEMBERSHIP. The Bureau shall consist of a Board of Directors of seven (7) persons appointed by majority vote of the Cottage Grove City Council.

- a. **Terms.** The terms of the Board members shall be for three (3) years.
- b. **Composition of the Board.** Preference for Board membership shall be as follows: 1 person from the major hotels within the City; 3 City representatives (i.e., a Council member, EDA member, City Staff or other person as determined by the City Council); 1 person nominated by the Chamber of Commerce; 2 persons from the business community within the City. If the Council cannot fill the seats from the aforementioned categories, then the Council may appoint residents from the City to fill any vacancies.
- c. **Termination.** A Board member may be removed, at any time, with or without cause, by a majority vote of the City Council.
- d. **Vacancies.** Vacancies shall be filled by appointment by the City Council. When a Board member has three or more unexcused absences in any twelve (12) month period, this matter and related information shall be reported by the Chair to the City

Administrator, whereupon the City Council may take action to replace the absent member.

The second proposed change is in **Section 5.ORGANIZATION OF BUREAU, Subsection b. Duties of Officers.** This section has been revised to transfer the authority to enter into contracts and monitor contracts per the city's purchasing policy to the City Administrator and Finance Director respectively. The new section would read as follows:

a. **Duties of Officers.**

- i. Chair. The Chair shall be the organizational head of the Bureau and shall preside at all meetings of the Board.
- ii. Vice Chair. The Vice Chair shall act as Chair in the absence of the Chair. In the absence of the Chair and Vice Chair, the Treasurer shall act as Chair.
- iii. Treasurer. In addition to the above, the Treasurer shall monitor the financial records of the Bureau.
- iv. Secretary. The Secretary shall record and maintain all meeting minutes and forward notices to Bureau members.
- v. Compensation. There shall be no compensation for the above duties except for reimbursement of out-of-pocket expenses as approved by the Board at a regularly scheduled meeting.

The third proposed change is in **Section 6.DUTIES AND AUTHORITY OF THEBUREAU, Subsection g.** Subsection g, which addresses the Bureau not having the authority to hire employees, is deleted in its entirety.

The fourth and final proposed change would update **Section 6.DUTIES AND AUTHORITY OF THEBUREAU, Subsection g.** This new subsection g. would read as follows:

a. The Bureau may negotiate and recommend contracts to the City Administrator for the benefit of the Bureau for the items listed below, but may not enter into contracts on its own behalf or on behalf of the City. All contracts that are related to the Bureau's activities must follow the City's most recently adopted Purchasing Policy:

- i. Contracts with public agencies, private organizations, consultants, or other vendors in order to accomplish the marketing and promotional activities of the Bureau.
- ii. Contracts for office space; and
- iii. Contracts for support services, such as clerical, receptionist, and secretarial services.

This newly ordered subsection makes contract provisions an administrative function of the City Administrator and the City Finance Department in accordance with currently adopted contracting and purchasing policies.

Recommendation

Adopt Resolution 2023-105 amending Resolution 2021-160 establishing the City of Cottage Grove Convention and Visitors' Bureau.

Attachments

1.	CG Resolution 2021-160 - establishing Convention and Visitors Bureau - clean 7-21-23
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**CITY OF COTTAGE GROVE
WASHINGTON COUNTY
STATE OF MINNESOTA**

RESOLUTION NO. 2023-105

**A RESOLUTION AMENDING RESOLUTION 2021-160 ESTABLISHING THE CITY
OF COTTAGE GROVE
CONVENTION AND VISITORS BUREAU**

WHEREAS, under the authority of Minnesota Statutes, Section 469.190, the City of Cottage Grove by ordinance imposed a local lodging tax for the purpose of marketing and promoting the City as a tourist and convention center; and

WHEREAS, the City established a Convention and Visitors Bureau (“Bureau”) on December 4, 2019, by Resolution 2019-134, for the purpose of marketing and promoting the City as a tourist and convention center, which was amended on July 15, 2020 by Resolution 2020-094 and further amended on December 15, 2021 by Resolution 2021-160 (collectively “the Resolution”); and

WHEREAS, the City desires to further amend the Resolution and replace it in its entirety as stated below.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Cottage Grove as follows:

The City Council of the City of Cottage Grove does hereby establish the Cottage Grove Convention and Visitors Bureau which will function under rules, regulations and requirements as follows:

1. **NAME.** The Cottage Grove Convention and Visitors Bureau shall generally be referred to as the “Convention and Visitors Bureau” or “Bureau.”
2. **MEMBERSHIP.** The Bureau shall consist of a Board of Directors of seven (7) persons appointed by majority vote of the Cottage Grove City Council.
 - a. **Terms.** The terms of the Board members shall be for three (3) years.
 - b. **Composition of the Board.** Preference for Board membership shall be as follows: 1 person from the major hotels within the City; 3 City representatives (i.e. a Council member, EDA member, City Staff or other person as determined by the City Council); 1 person nominated by the Chamber of Commerce; 2 persons from the business community within the City. If the Council cannot fill the seats from the aforementioned categories, then the Council may appoint residents from the City to fill any vacancies.

- c. **Termination.** A Board member may be removed, at any time, with or without cause, by a majority vote of the City Council.
 - d. **Vacancies.** Vacancies shall be filled by appointment by the City Council. When a Board member has three or more unexcused absences in any twelve (12) month period, this matter and related information shall be reported by the Chair to the City Administrator whereupon the City Council may take action to replace the absent member.
- 3. **PURPOSE OF BUREAU.** The purpose of the Bureau is to market and promote the City as a tourist and convention center.
- 4. **LEGAL STATUS OF BUREAU.** The Bureau shall be considered to be a commission of the City, with the delegated authority to recommend contracts on behalf of the City for marketing and promotion services, subject to the budgetary limitations set by the Council's approval of the Bureau's annual budget.
- 5. **ORGANIZATION OF BUREAU.**
 - a. **Election of Officers.** A Chair, Vice Chair, Secretary and Treasurer shall be appointed or elected, as follows:
 - i. The Chair shall be a member of the Council and shall be appointed by the Council.
 - ii. The Treasurer shall be the City's Finance Director.
 - iii. The Vice Chair and Secretary shall be elected by the Board.
 - b. **Duties of Officers.**
 - i. Chair. The Chair shall be the organizational head of the Bureau and shall preside at all meetings of the Board.
 - ii. Vice Chair. The Vice Chair shall act as Chair in the absence of the Chair. In the absence of the Chair and Vice Chair, the Treasurer shall act as Chair.
 - iii. Treasurer. In addition to the above, the Treasurer shall monitor the financial records of the Bureau.
 - iv. Secretary. The Secretary shall record and maintain all meeting minutes and forward notices to Bureau members.
 - v. Compensation. There shall be no compensation for the above duties except for reimbursement of out-of-pocket expenses as approved by the Board at a regularly scheduled meeting.

c. **Meetings.**

- i. Meetings. Regular meetings of the Board shall be scheduled quarterly within the City at such specific place, date and time as the Board may determine. The vote of a majority of the Board present at a meeting shall be the action of the Board, unless the vote of a greater number is required by law or by these policies.
 - ii. Special Meetings. Special meetings of the Board may be called at the request of the Chair or any three (3) Board members. The person or persons authorized to call special meetings must fix the place of the meeting. Board members shall be given at least three (3) days written notice of any special meeting.
 - iii. Notice to City and Public. All meeting notices shall also be forwarded in accordance with the above deadlines to the City Clerk and all meetings shall be open to the general public in accordance with the Minnesota Open Meeting Law. Notice of all meetings shall be posted on the bulletin board at City Hall.
- d. **Insurance.** The City shall procure and maintain liability insurance for the Bureau either under the umbrella of a City insurance policy or under a separate policy as deemed appropriate by the City Administrator.

6. **DUTIES AND AUTHORITY OF THE BUREAU.** The duties and authority of the Bureau are as follows:

- a. To establish a plan to market and promote the City for conventions and tourism.
- b. To establish an annual budget. The budget must be presented to the City Council for review no later than July 1st each year for the following calendar year.
- c. To prepare advertising information such as brochures, newspaper and magazine advertising, radio or television ads or similar promotional materials.
- d. To interface with the State of Minnesota and with private organizations that promote tourism.
- e. To ensure that promotional information is properly disseminated to conventions, visitor centers and similar promotional venues.
- f. To oversee, monitor and control the budget to support Bureau activities.
- g. The Bureau may negotiate and recommend contracts to the City Administrator for the benefit of the Bureau for the items listed below but may not enter into contracts on its own behalf or on behalf of the City. All contracts that are related to the

Bureau's activities must follow the City's most recently adopted Purchasing Policy:

- i. Contracts with public agencies, private organizations, consultants, or other vendors in order to accomplish the marketing and promotional activities of the Bureau.
- ii. Contracts for office space; and
- iii. Contracts for support services, such as clerical, receptionist, and secretarial services.

7. FINANCES.

- a. **Budget.** The Bureau shall not expend funds more than the budget limitations as set by the Council. By December 31st of each year, the Council shall approve a budget for the upcoming calendar year. During the calendar year, the Council may approve an increase to the Bureau's budget.
 - b. **Funding.** Ninety-five percent (95%) of the local lodging tax received by the City shall be designated as the funding for the Bureau's activities. Such monies shall be kept in a separate designated fund identified as the Bureau Fund. The monies may be co-mingled with other City's monies in a City checking account, savings account or other City investment account. The monies, however, shall only be used by the Bureau for the Bureau's activities. Interest earned on the money shall be added to the Bureau Fund.
 - c. **Expenditures.** Expenditures made by the Bureau shall be paid by the City. All Bureau's expenditures will be paid out of the Bureau Fund and not from other funds of the City unless the Council otherwise directs.
 - d. **Financial Reporting.** The City's Finance Director shall transmit financial reports and other financial information to the Bureau concerning the Bureau Fund at the same time that such reports and information are forwarded to the Council.
 - e. **Audit.** The Bureau Fund shall be audited at the same time as the other funds of the City are audited.
8. **CITY CHARGES FOR SERVICES.** To assist the Bureau in its activities, the City shall provide the following services: management, organizational, clerical, accounting, financial and audit services, and legal services. Charges for such services shall be \$10,000 per year, or 25% of the total local lodging tax received by the City annually, whichever is greater, and shall be calculated and paid out of the Bureau Fund after the City receives its 5% administrative fee.
9. **ANNUAL REPORT.** The Bureau shall provide a written annual report to the City Council no later than June 30 of the following year. The report shall outline the previous year's

activities of the Bureau.

10. **TERMINATION.** The Bureau shall continue until terminated by a resolution of the City Council.

11. **AMENDMENT.** The City Council may amend or modify this resolution at any time.

Passed this _____ day of _____, 2023.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



City Council Action Request

7.H.

Meeting Date	8/2/2023				
Department	Parks and Recreation				
Agenda Category	Action Item				
Title	Mississippi Dunes Landscape Restoration Grant				
Staff Recommendation	Authorize staff to apply for a MN DNR Conservation Partners Legacy grant for Cottage Grove Trailway Corridor native habitat restoration up to \$215,000.				
Budget Implication	Funds would be from the Public Landscapes Initiative fund and, if awarded, this project would be prioritized for 2024 and all proposed parks projects in 2024 and beyond would be pushed back one year.				
Attachments	<table><tr><td>1.</td><td>1-Memo-Dunes CPL Grant App Request</td></tr><tr><td>2.</td><td>Stewardship Plan for Mississippi Dunes</td></tr></table>	1.	1-Memo-Dunes CPL Grant App Request	2.	Stewardship Plan for Mississippi Dunes
1.	1-Memo-Dunes CPL Grant App Request				
2.	Stewardship Plan for Mississippi Dunes				

To: Honorable Mayor and City Council
Jennifer Levitt, City Administrator
From: Zac Dockter, Parks and Recreation Director
CC:
Date: July 20, 2023
Subject: Mississippi Dunes Landscape Restoration Grant

Introduction

The City recently acquired the former Mississippi Dunes Golf Course. The site would benefit from habitat restoration efforts to eliminate invasive species and foster growth of native prairie, wetland and Oak Savanna habitat. Doing so improves parkland habitat and ecology while also beautifying community open space.

The Minnesota Department of Natural Resources Conservation Partners Legacy (CPL) Grant program has a mission of restoring, protecting, and enhancing wetlands, prairie, forest and habitat for fish, game and wildlife. The CPL Grant is designed by the DNR to partner with regional and local organizations to achieve said mission through Legacy Grant funding. Funding for the CPL program is from the Outdoor Heritage Fund created by the people of Minnesota. This fund receives 33% of the sales tax revenues resulting from the Clean Water, Land, and Legacy Constitutional Amendment passed by the voters in the November 2008 election. The CPL Grant program offers an excellent opportunity for the city of Cottage Grove to continue its efforts of restoring historical landscapes.

Background

The City Council approved Mississippi Dunes Stewardship Plan (March 2023) which would act as the guiding document for any restorative work at this site. This document met City, County and State approvals during the acquisition of the property. The plan is included with this report.

The Mississippi Dunes property is a fantastic opportunity that is ripe for habitat restoration. The process to restore these 20 acres would include the following:

1. Selective woody species removal – focused on invasive tree species and Ash trees
2. Invasive and native brush control
3. Herbicide applications and prescribed burns to prepare seed bed and aid grow-in process
4. Native seeding application utilizing no-till drill method and broadcast seeding

The results of this effort will improve habitat for wildlife of all sorts while also beautifying the landscape for park visitors throughout each season. The grant would provide funding to clear invasive trees/shrubs/grasses/weeds followed by planting of Minnesota native prairie, wetlands and woodlands. The project team will be creative with encouraging habitat benefit by planting tree species that provide a food source to animals, birds, reptiles and more. Further, grasslands will be populated with wildflowers that support pollinators, Monarch Butterflies and more. When mature, this restored landscape will provide year-round beauty while also supporting the everchanging ecosystem within the greenway. Additionally, these restorative efforts promote water quality by planting sustainable species that have large root masses to filter water and protect soils against drought/erosion. Once established,

these spaces require minimal maintenance which ultimately saves the City labor, fuel and equipment expenses while also reducing the carbon footprint of maintenance operations.

To support this landscape restoration effort, staff is recommending application for a MN DNR Conservation Partners Legacy grant in an amount up to \$215,000. The match requires a 10% match from the City. If awarded, the funds would be derived from the Public Landscapes Initiative fund. There is currently no money budgeted for this particular project out of that fund. However, if the grant is awarded, this project would be prioritized for 2024 and all proposed park projects in 2024 and beyond would be pushed back one year (i.e. 2024 projects moved to 2025, etc.). Most expenditures would occur during site preparation and seeding in 2024 and 2025 with significantly declining project costs in 2026 and beyond. The breakdown of cost participation is summarized below.

<u>Project Costs</u>	<u>\$215,000</u>
Grant Funding Request	\$193,500
City In-Kind Match	\$11,500
City Cash Match	\$10,000

Staff Recommendation

Authorize staff to apply for a MN DNR Conservation Partners Legacy grant for Cottage Grove Trailway Corridor native habitat restoration in an amount up to \$215,000.

STEWARDSHIP PLAN

FOR RESTORATION AND MANAGEMENT

Cottage Grove Mississippi Dunes

Prepared For:



City of Cottage Grove
Parks and Recreation Department
8635 W Pt Douglas Rd South
Cottage Grove, MN 55016



Washington County
Office of Administration
14949 62nd Street North
Stillwater, MN 55082

Prepared By:



Larissa Mottl, Senior Ecologist/Project Manager
Stantec Consulting Services Inc.
2963 Yorkton Boulevard, Suite C
Little Canada, MN 55117
651-372-4132
Larissa.Mottl@stantec.com

March 2023

EXECUTIVE SUMMARY

This Natural Resources Management Plan (“Management Plan”) has been developed for the approximately 27-acre Mississippi Dunes Project Area (“Project Area”). The Project Area is being acquired by the City of Cottage Grove, Minnesota, with funding assistance from the Minnesota Department of Natural Resources (DNR) Natural and Scenic Area Program grant as sourced by the Minnesota Environment and Natural Resources Trust Fund (ENRTF). Additionally, Washington County is placing a conservation easement over the easternmost 19.91 acres of the property through its Land and Water Legacy Program. This subset area will be specifically referred to as the “Protected Area” where necessary in this plan to draw a distinction from the less restricted 7 acres of the 27-acre property.” This Management Plan provides recommendations on how to maintain the Conservation Values of the project through ecological restoration and enhancement.

The Conservation Easement articulates the Conservation Values for the 19.91 acre area as follows:

- The undeveloped shoreline of the Protected Property helps preserve Mississippi River water quality.
- The undeveloped character of the Protected Property protects natural features including water, soil, air, plant life, wildlife and habitat.
- The Protected Property is near an existing and future protected area to the east and a future park to the west, and as such enhances and expands the greenway, habitat and open space on the shoreline on a river of national and natural significance.

The open and natural character of the Protected Property provides scenic views to be enjoyed by the general public from the Mississippi River, trails on the property, an adjacent future city park area to the west, a Minnesota Department of Natural Resources Scenic and Natural Area to the east and adjacent future housing to the north. The Project Area is located at the south edge of Cottage Grove along the north shore of Grey Cloud Channel, a backwater channel of the Mississippi River between Lower Grey Cloud Island and the mainland. About a third of the Project Area has plant assemblages resembling Native Plant Communities (NPCs) such as Pin Oak – Bur Oak Woodland (FDs37b) and Dry Barrens Prairie (Ups13a). Rare plants and wildlife have been documented to occur in these NPCs nearby at the 237-acre Grey Cloud Dunes Scientific and Natural Area (SNA). Seaside three-awn (*Aristida tuberculosa*), an annual grass that is a state-listed threatened plant species, was documented at the Project Area by Stantec in 2022. The remaining land cover consists of nonnative grassland, scattered trees, overgrown landscaped areas, and paved golf

cart trails associated with the site's former land use as a golf course. The former Mississippi Dunes Golf Links was in operation from 1995 through 2017. The Project Area is currently in private ownership and has been vacant and essentially fallowed over the last five years.

This Management Plan has identified a set of management objectives that provide measurable outcomes and expectations (i.e., desired conditions) to maintain the Conservation Values of the Project Area. The objectives are based on the historic and current land cover and land use of the Project Area and strive to achieve the highest quality conservation goals.

- **Objective 1:** Dry Barrens Oak Savanna is enhanced and restored across the Project Area to provide high quality habitat for wildlife and plants, including rare species.
- **Objective 2:** The Grey Cloud Channel shoreline is dominated by native species and any erosion issues created by drainage from adjacent upland areas are stabilized.
- **Objective 3:** Limited facilities, such as trails, are designed to support passive outdoor recreation, and monitored to ensure their ongoing compatibility with natural resource protection and conservation.

The management priorities for the Project Area include:

1. Enhancing and restoring Dry Barrens Oak Savanna
2. Re-introducing fire as a natural disturbance regime
3. Providing a high quality natural area experience in support of passive outdoor recreation and environmental education opportunities for the public

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ACRONYMS AND ABBREVIATIONS

BP	Before present (1950)
DNR	Minnesota Department of Natural Resources
EAW	Environmental Assessment Worksheet
EDRR	Early detection and rapid response
ENRTF	Environment and Natural Resources Trust Fund
GIS	Geographic Information System
LCCMR	Legislative Citizen Commission on Minnesota Resources
LiDAR	Light Detection and Ranging
LSOHC	Lessard-Sams Outdoor Heritage Council
MBS	Minnesota Biological Survey
MCBS	Minnesota County Biological Survey
MDA	Minnesota Department of Agriculture
NHIS	Natural Heritage Information System
NPC	Native Plant Community
OHF	Outdoor Heritage Fund
SGCN	Species in Greatest Conservation Need
USFWS	United States Fish and Wildlife Service

INTRODUCTION

This Stewardship Plan (“Stewardship Plan”) has been developed for the approximately 27-acre Mississippi Dunes Project Area (“Project Area”). The Project Area is located at the south edge of Cottage Grove along the north shore of Grey Cloud Channel, a backwater channel of the Mississippi River between Lower Grey Cloud Island and the mainland. After many decades as a farm, the Project Area (and adjacent land) was transformed into a golf course, the Mississippi Dunes Golf Links, which was in operation from 1995 through 2017. The Project Area is currently in private ownership and has been vacant and essentially fallowed over the last five years.

About a third of the Project Area has land cover resembling native plant communities such as oak woodland and dry prairie. The remaining land cover consists of nonnative grassland, scattered trees, overgrown landscaped areas, and paved golf cart trails associated with the site’s former land use as a golf course.



Mississippi Dunes Project Area - October 2022

The 27-acre Project Area is being acquired by the City of Cottage Grove, Minnesota, with funding assistance from a Department of Natural Resources (DNR) Natural and Scenic Area Program grant sourced by the Minnesota Environment and Natural Resources Trust Fund (ENRTF). The State of Minnesota requires a Stewardship Plan for Owners who have received a state grant from the ENRTF for fee title acquisition. As the future Owner of such a property, this Stewardship Plan provides Cottage Grove with recommendations for guiding the ecological restoration and enhancement of wildlife habitat in the Project Area.

The Project Area is being partially placed under a conservation easement (“Easement”) through the Washington County Land and Water Legacy Program. A 19.91 acre Conservation Easement (“Protected Area”) details negotiated terms agreed upon by Washington County and Cottage Grove to protect the Conservation Values of the Protected Area. Since an Easement is the over-arching legal document that provides for the long-term protection of a property, any recommended action put forth in a Management Plan for this subset area must be in accordance with the terms of the Easement. As such, the two documents are complementary to each other. More active park uses may be allowed by the City in the 7 acres outside of the Conservation Easement Area.

Although conservation easements do not often require the Owner to conduct habitat management activities, the long-term protection of Conservation Values can be heightened through regular, prescribed habitat management activities over time. As such, this Stewardship Plan provides guidance to manage habitat in the Protected Area in a manner that is ecologically appropriate, consistent with the terms of the Easement and City’s Master Plan, and meets the requirements of associated funding sources. In addition, this Stewardship Plan describes baseline conditions that can serve as benchmarks against which the ecological impacts of management activities may be measured over time.

CONSERVATION VALUES AND MANAGEMENT OBJECTIVES

The purpose of the Easement will be to provide significant public benefit by preserving and protecting the “Conservation Values” of the Project Area in perpetuity. The Easement articulates the Conservation Values for the 19.91 acre area as follows:

- The undeveloped shoreline of the Protected Property helps preserve Mississippi River water quality.
- The undeveloped character of the Protected Property protects natural features including water, soil, air, plant life, wildlife and habitat.
- The Protected Property is near an existing and future protected area to the east and a future park to the west, and as such enhances and expands the greenway, habitat and open space on the shoreline on a river of national and natural significance.

The following management objectives have been identified based on these Conservation Values, current conditions of the Project Area and overall goals of Cottage Grove as the Owner. Furthermore, the objectives provide measurable and specific outcomes (i.e. desired conditions) for maintaining the types of Conservation Values that are anticipated to be defined for the Project Area.

Objective 1: Dry Barrens Oak Savanna is enhanced and restored across the Project Area to provide high quality habitat for wildlife and plants, including rare species.

Objective 2: The Mississippi River shoreline is dominated by native species and any erosion issues created by drainage from adjacent upland areas are stabilized.

Objective 3: Limited facilities, such as trails, are designed to support passive outdoor recreation, and monitored to ensure their ongoing compatibility with natural resource protection and conservation.

PROJECT AREA DESCRIPTION

The approximately 27-acre Project Area is a portion of an area along the Grey Cloud Channel that was studied by Cottage Grove in 2021 for potential acquisition as a city riverfront park. A Mississippi Dunes Park Master Plan was developed and presented to the public and city council, including a conceptual illustration of potential amenities of the proposed park (**Figure 1**). The scope of this Stewardship Plan covers the Project Area shown by the lime green outline in **Figure 2**.

The following sections described background information about the Project Area and surrounding landscape that provide the context and rationale for recommended management objectives and activities.

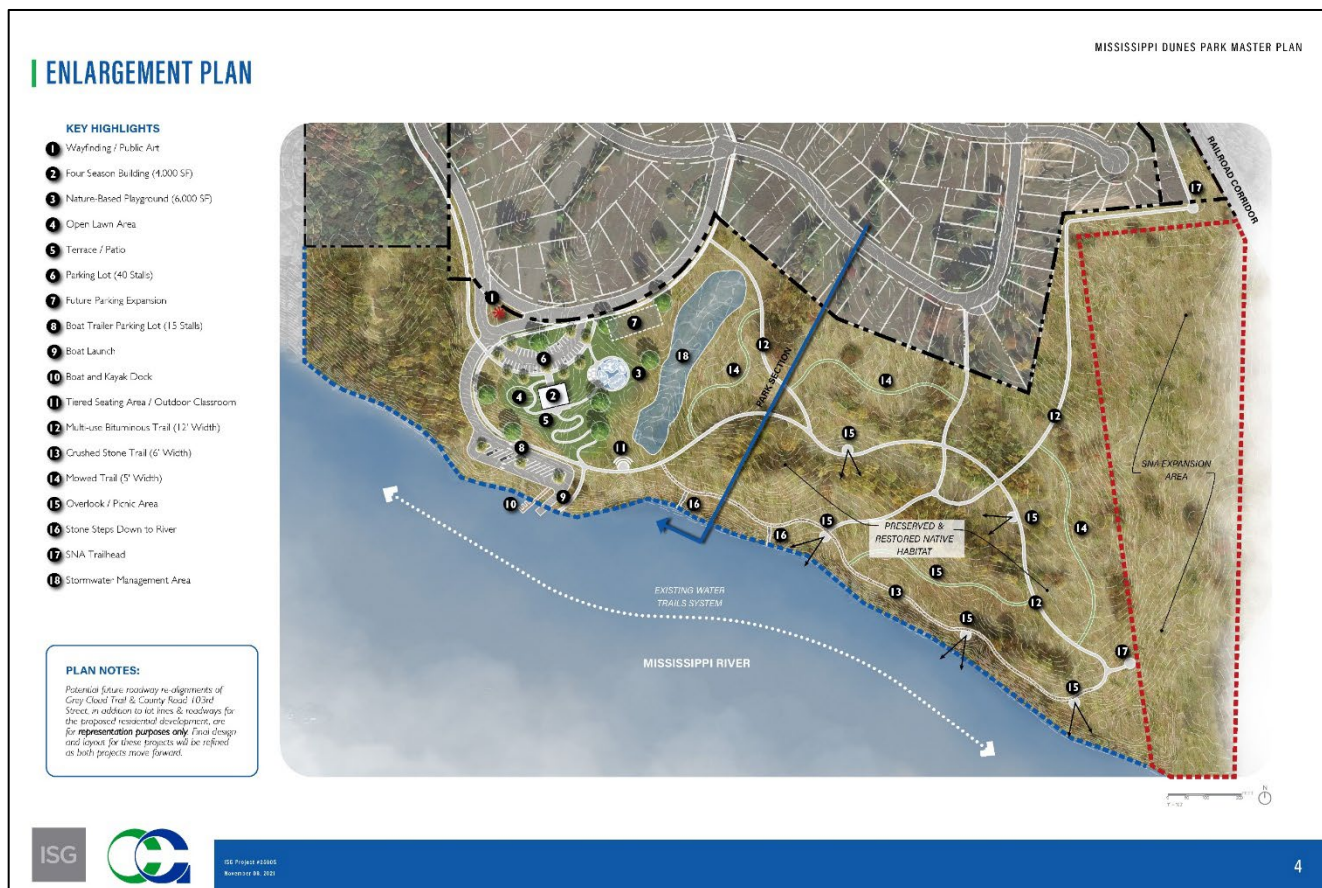


Figure 1. Mississippi Dunes Park Master Plan Map (2021)



Figure 2. Management Plan Project Area

Landform & Presettlement Vegetation

The Project Area is located in the St. Paul Baldwin Plains and Moraines Ecological Subsection, a small region in east-central Minnesota that, prior to European settlement, consisted of oak and aspen savanna on rolling moraine ridges, tallgrass prairie on level to gently rolling terrain, and maple-basswood forest in steep, dissected terrain protected from fire. Presettlement vegetation of the Project Area at the time of the Original Public Land Survey in east-central Minnesota (mid-1800s) was characterized by Marschner as oak openings and barrens, based on land surveyor notes and bearing tree data. At that time, about two-thirds of Cottage Grove was prairie and about one third was oak savanna, with bottomland forest along the Mississippi River.

Historically, fire was a frequent common natural disturbance in prairie and oak savanna communities, with catastrophic fires (destroying canopy cover) believed to have occurred on about 110-year rotations in the region. Fire was (and continues to be) important for maintaining prairie and savanna in the region by promoting native seed germination, increasing soil nutrient cycling, and reducing competition/encroachment from shrubs and trees in grassland habitats. In the absence of fire, prairie, oak savanna, oak woodland, and some wetland communities transition to afforested conditions.

The historic mosaic of fire-dependent plant communities in the region provided habitat heterogeneity that supported high wildlife diversity. However, due to habitat loss, fragmentation, and degradation, among other factors, the St. Paul Baldwin Plains and Moraines region has over 145 Species in Greatest Conservation Need (SGCN). SGCN are species that need special conservation action because their populations are declining and vulnerable to extirpation. More information about SGCN and rare species that occur at the Project Area or in the surrounding landscape is provided in the Significant Natural Features section below.

Geology, Topography, & Soils

The Project Area has gently rolling terrain that reflects the underlying glaciofluvial terraces of sand and gravel deposited during the Late Wisconsinan glaciation. The sand and gravel deposits vary in thickness over Lower Ordovician limestone. According to the Former Mississippi Dunes Golf Course Environmental Assessment Worksheet (EAW) (Cottage Grove 2021), highly weathered limestone bedrock was observed at 7 to 18 feet below the surface at a few of the soil boring sites sampled within the north portion of the former golf course. However, the depth to bedrock within the Project Area is generally over 38 feet, based on the Minnesota Geological Survey (MGS) GIS layer for the Geologic Map of Minnesota (MGS Map S-21).

Overall, the Project Area slopes southwest towards the Grey Cloud Channel from 750 feet above sea level to 690 feet along the shoreline, with a third of the elevation drop (20 feet) occurring along the steep shoreline (contour map in **Figure 3**, hillshade map in **Figure 4**). The northeast and southeast corners of the Project Area slope east and southeast, respectively, towards a 12-acre area that may be a future addition to the Grey Cloud Dunes Scientific and Natural Area (SNA) (shown by the red hashed outline in **Figure 2**). Past grading activities and surface features of the former golf course are clearly evident on the hillshade map derived from LiDAR data gathered in 2011. The hillshade map also highlights where gullies have formed along the shoreline.

Soils are primarily Sparta loamy sand on 2-15% slopes, with Hubbard loamy sand on 12-18% slopes. Both soil types are excessively drained, with profiles of 20-28" of loamy sand over sand. The high permeability of the soils and the underlying weathered limestone bedrock in the Project Area increase the susceptibility of groundwater and surface waters to pollution. As such, management activities such as herbicide applications need to be carefully planned and employ methods and chemicals that will avoid causing nontarget biological harm to organisms through soil residual activity and water contamination.



Figure 3. Contour Map

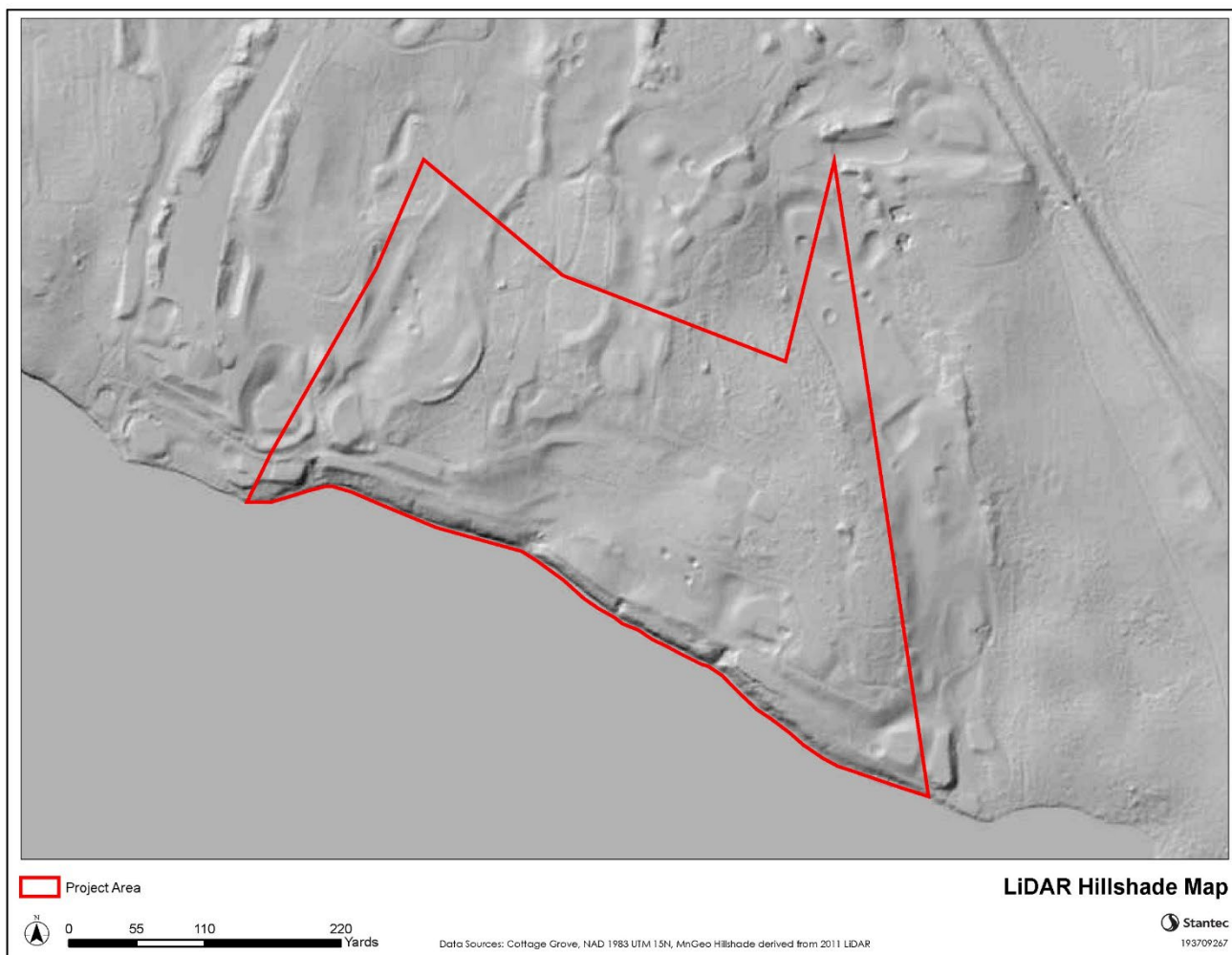


Figure 4. Hillshade Map

Landuse History

Minnesota has a history of human habitation for over 10,000 years following retreat of the last glacial ice. Paleoindians hunted Pleistocene megafauna in a spruce forest dominated landscape. As climatic shifts occurred during the Archaic period in Minnesota (circa 11,500 to 2,500 BP), small nomadic groups of hunter-gatherers are known to have subsisted on the natural resources in Washington County, indicated by their stone tools and projectile points that have been found throughout the county. According to the Washington County Historical Society (WCHS), Grey Cloud Island near the Project Area was inhabited by Woodland mound-builders (around 2,100 to 1,400 BP) followed by Native Americans of the Late Mississippian culture around 1000 BP (WCHS 2022). A Dakota village was present in the 1830s on Grey Cloud Island until the Treaties of 1837, after which families led by Medicine Bottle of the Mdewakanton band of Dakota had to move their village west across the Mississippi River to Pine Bend. Although no archaeological sites have been documented for the Project Area by the Minnesota State Historic Preservation Office (Cottage Grove 2021), the site most certainly has a long history of at least periodic use and inhabitation by Native Americans, but in such a way that has not left the highly visible and recognizable surficial impacts, artifacts, and historic features that have remained from subsequent Euro-American settlement, agriculture, and other activities in the area.

The Project Area likely has a history of some degree of agricultural use back to at least the mid-1800s. A historic aerial photo from 1937 indicates that the land was part of a farm (**Figure 5**). The Project Area appears to have been used entirely for pasture through at least 1991. A 16-acre woodland within the Project Area is visible in an aerial photo from 1936 and appears to have remained largely intact from a canopy cover perspective through at least 1991. The woodland was mapped in 1987 by the Minnesota County Biological Survey (MCBS, now the “Minnesota Biological Survey”) as Pin Oak – Bur Oak Woodland as part of their county-by-county native plant community mapping and inventory. Based on aerial photos from 1937 and 1991 (**Figure 5** and **Figure 6**), the land to the north of the Project Property appears to have had a history of cultivation from at least 1936 through 1957. Additional maps showing the Project Area overlain on aerial photos from 1947, 1957, and 1970 are provided in **Appendix C**.

As noted previously, the Project Area was part of a golf course that was in operation from 1995 through 2017. A 2003 aerial photo (**Figure 7**) depicts the layout of the golf course and the resulting woodland fragmentation. Additional tree clearing for the golf course was conducted sometime between 2003 and 2008. **Figure 8** provides an aerial view of the land in 2017, which was the final growing season that the golf course was in operation. The land has been essentially vacant and fallowed over the last five growing seasons (2018 through 2022), with the exception of cultivation related to wildlife food plots and some clearing/brush mowing.

A dormant season aerial photo from 2020 (**Figure 9**) and a growing season aerial photo from 2021 (**Figure 10**) show more recent land cover and current conditions at the Project Area. The dormant season 2020 photo effectively illustrates former fairways and greens that are currently dominated by Russian thistle, a nonnative, invasive annual weed. The senesced Russian thistle is darker brown in the photos, in contrast to light tan or green areas of nonnative grass cover outside of the fairways.

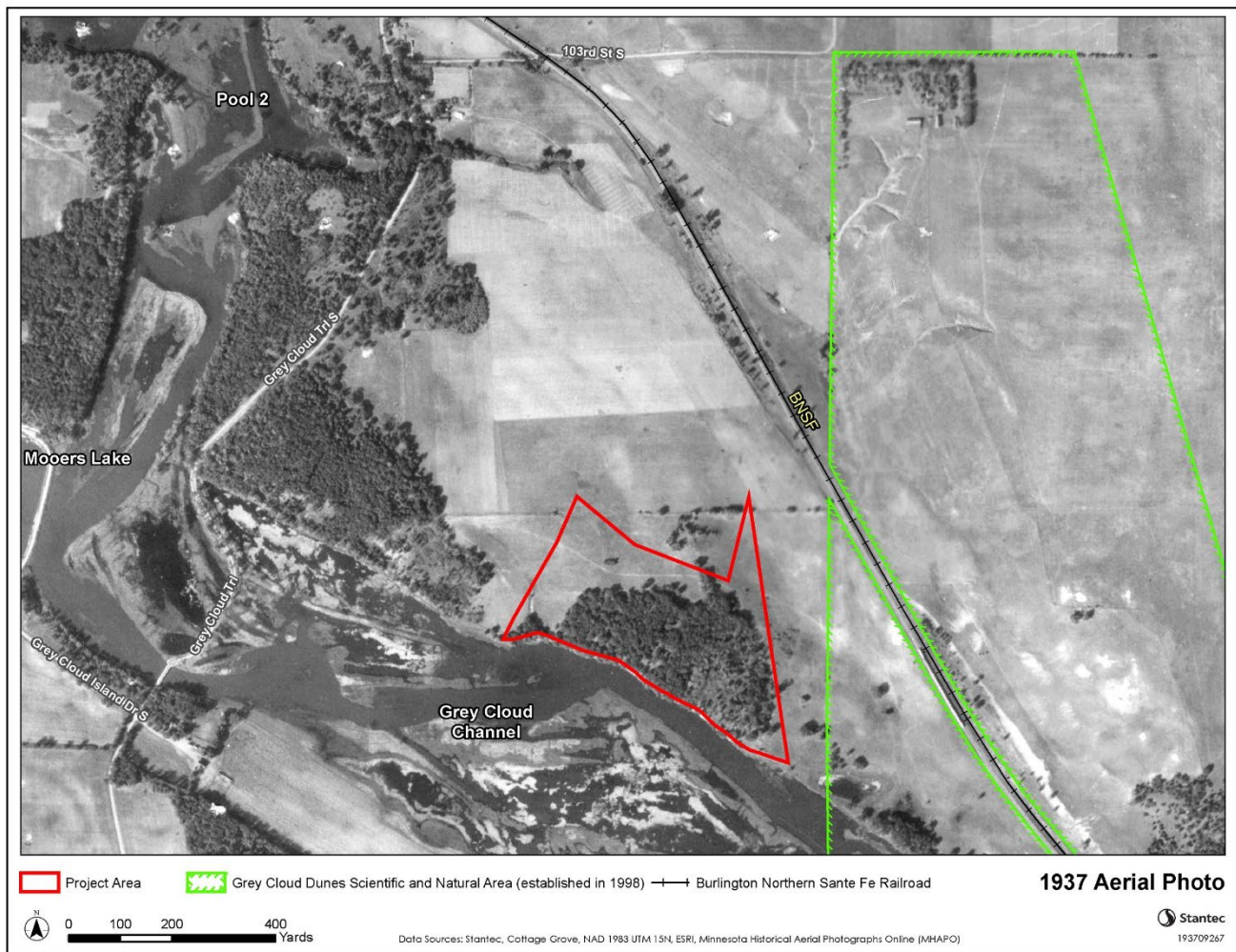


Figure 5. 1937 Historic Aerial Photo Map (John R. Borchert Map Library)

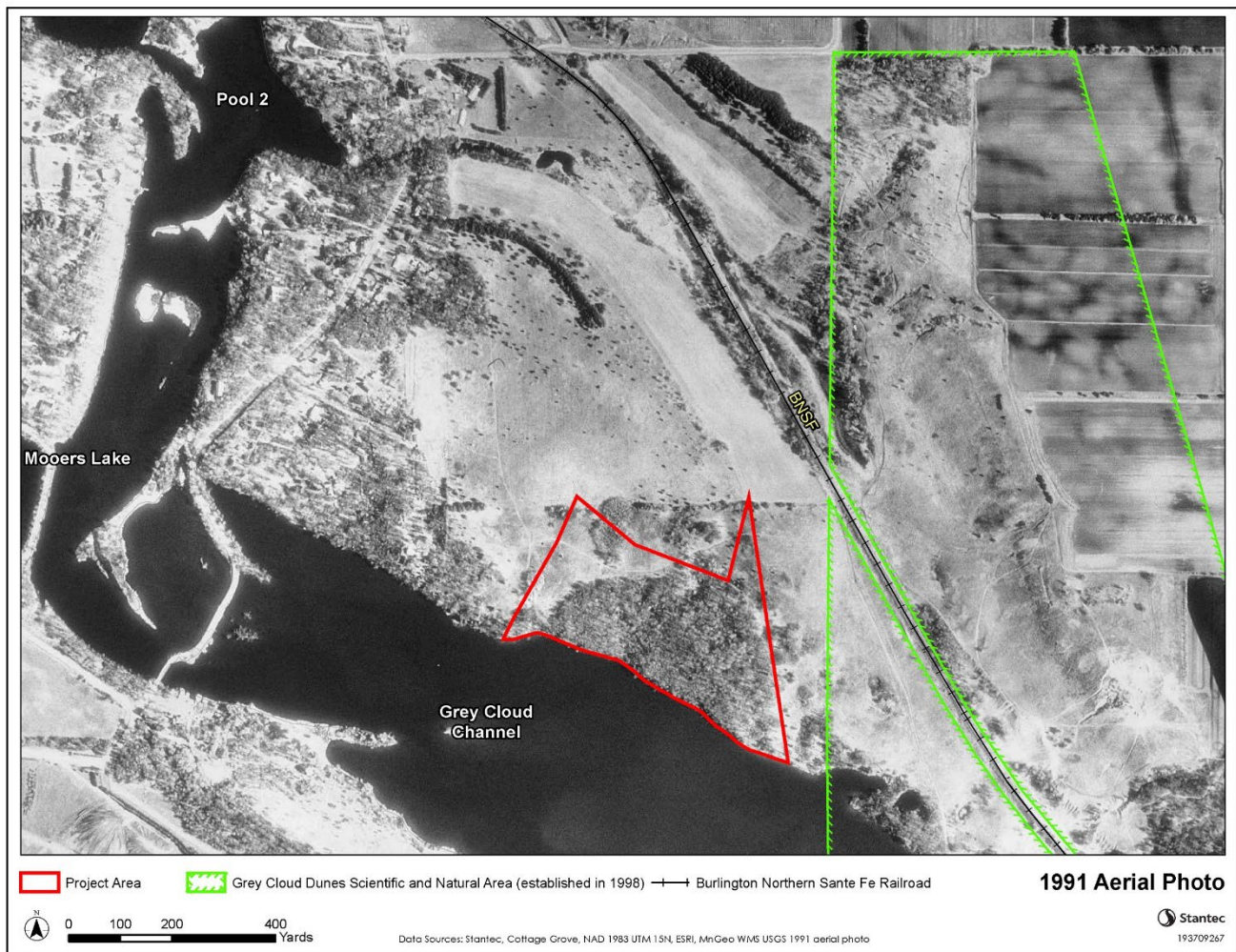


Figure 6. 1991 Aerial Photo Map



Figure 7. 2003 Aerial Photo Map



Figure 8. 2017 Aerial Photo Map



Figure 9. 2020 Aerial Photo Map



Figure 10. 2021 Aerial Photo Map

Significant Natural Features

The former 16-acre Pin Oak – Bur Oak Woodland mapped by MCBS was also identified by the DNR as a Site of Moderate Biodiversity Significance (“Cottage Grove 30 Southeast”) prior to the development of the golf course. Sites of Moderate Biodiversity Significance “contain occurrences of rare species, moderately disturbed native plant communities, and/or landscapes that have strong potential for recovery of native plant communities and characteristic ecological processes” (DNR 2022). Despite the fragmentation and degradation of native ground cover, altered canopy species composition, and prolonged absence of natural disturbance regimes, the Project Area has an occurrence of a rare plant (seaside three-awn) and strong potential for restoration of native plant communities and re-introduction of fire as a characteristic disturbance.

The Mississippi Dunes EAW lists several rare species that have been documented to occur in the vicinity of the Project Area (**Table 1**). The species are recorded in the DNR’s Natural Heritage Information System (NHIS) as occurring within one mile of the Project Area and primarily occur within the Grey Cloud Dunes SNA. Federally listed species with potential to occur in the Project Area were identified in the EAW through a review of the United States Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPAC) system. The federally listed species include northern long-eared bat (NLEB) (*Myotis septentrionalis*) and rusty patched bumble bee (RPBB) (*Bombus affinis*). No known NLEB maternity roost trees or hibernacula have been

documented to occur within the Project Area or township. However, the Project Area does occur within a High Potential Zone for RPBB, such that the bumble bee is likely to be present if there is suitable habitat available for foraging, nesting, and overwintering.

Of the state-listed species, seaside three-awn was observed within the Project Area during a field survey by the consulting ecologist in October 2022. The presence/absence of other rare species that have potential to occur in the Project Area is unknown as of November 2022. Several bird SGCN have been reported to occur in the vicinity of the Project Area through professional and avocational bird surveys at the Grey Cloud Dunes SNA and through over 1,500 checklists reported in The Cornell Lab of Ornithology eBird database for the SNA. Bird SGCN with potential to occur at the Project Area include dickcissel, bobolink, American kestrel, and others. The Project Area also lies within an important migratory flyway and is included within the 37,000-acre Mississippi River Twin Cities Important Bird Area.

Overall, the proximity of the Project Area to the Grey Cloud Dunes SNA significantly increases the site's ecological potential for providing and expanding rare oak savanna habitat for several rare plants and animals. The Grey Cloud Dunes SNA can serve as a high quality reference site for plant community restoration, and perhaps even as a local seed source with agreement from the DNR. Furthermore, the Project Area's position within the Mississippi River flyway indicates the significant role it can play in providing critical seasonal habitat for migratory birds in an otherwise highly urbanized and developed corridor.

Table 1. Rare features in the vicinity of the Project Area

Taxa	Species	Common Name	State Status*	Federal Status*
Reptile	<i>Coluber constrictor</i>	North American racer	SPC	NL
Bird	<i>Ammodramus henslowii</i>	Henslow's sparrow	END	NL
Bird	<i>Chondestes grammacus</i>	Lark sparrow	SPC	NL
Bird	<i>Lanius ludovicianus</i>	Loggerhead shrike	END	NL
Bird	<i>Vireo bellii</i>	Bell's vireo	SPC	NL
Mammal	<i>Myotis septentrionalis</i>	Northern long-eared bat	NL	THR
Insect	<i>Bombus affinis</i>	Rusty-patched bumble bee	NL	END
Insect	<i>Hesperia leonardus</i>	Leonard's skipper	SPC	NL
Insect	<i>Speyeria idalia</i>	Regal fritillary	SPC	NL
Plant	<i>Aristida tuberculosa</i>**	Seaside three-awn	THR	NL
Plant	<i>Cirsium pumilum</i> var. <i>hillii</i>	Hill's thistle	SPC	NL
Plant	<i>Orobanche ludoviciana</i> var. <i>ludoviciana</i>	Louisiana broomrape	THR	NL
Plant	<i>Triplasis purpurea</i> var. <i>purpurea</i>	Purple sandgrass	SPC	NL

*END = endangered, THR = threatened, SPC = Special Concern, NL = Not Listed

**Documented to occur in the Project Area (Stantec, October 2022)

Land Cover

As noted above, the MCBS mapped Pin Oak – Bur Oak Woodland (FDs37b) at the Project Area in 1987. MCBS ecologists also mapped Dry Barrens Prairie (UPs13a) to the north and east (**Figure 11**). A tree inventory has also been completed in the Project Area. Trees in the Project Area have numbered tags corresponding to that inventory.

Stantec conducted a field survey of the Project Area on October 19, 2022, to evaluate and map existing land cover (**Figure 12**) and to compile plant species lists for various cover types and the overall Project Area (**Appendix A**). The DNR Native Plant Community classification system and the *DNR Field Guide to Native Plant Communities of Minnesota: The Eastern Broadleaf Forest Province* (2005) were used to identify NPCs. Because NPCs are classified by the DNR with specific assemblages of plants, they can be used to set targets for habitat goals and measure progress toward reaching those goals.

As a result of past land uses and lack of natural fire disturbance, the species composition and structure of most of the site is significantly altered (**Table 2**). Two-thirds of the Project Area has dominant cover by nonnative plants. However, about a third of the Project Area has assemblages of native plants (bur oak, pin oak, and dry prairie species) that could be characterized as very small pockets of Pin Oak – Bur Oak Woodland and Dry Barrens Prairie or characterized collectively as highly degraded Dry Barrens Oak Savanna (UPs14a2). The other land cover types at the Project Area include perennial nonnative-dominated cover with scattered trees, sparse nonnative herbaceous cover, and paved golf cart trails. More detailed descriptions for the various land cover types are provided below.

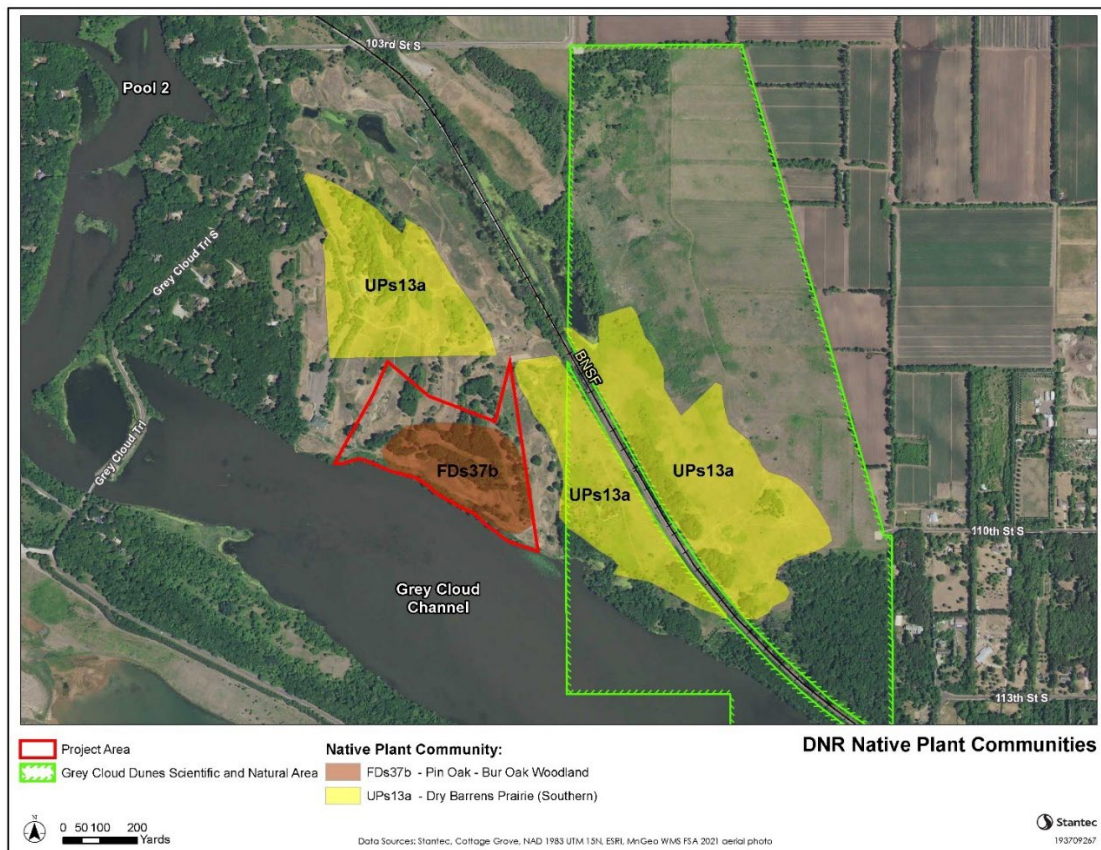


Figure 11. DNR Native Plant Community Map

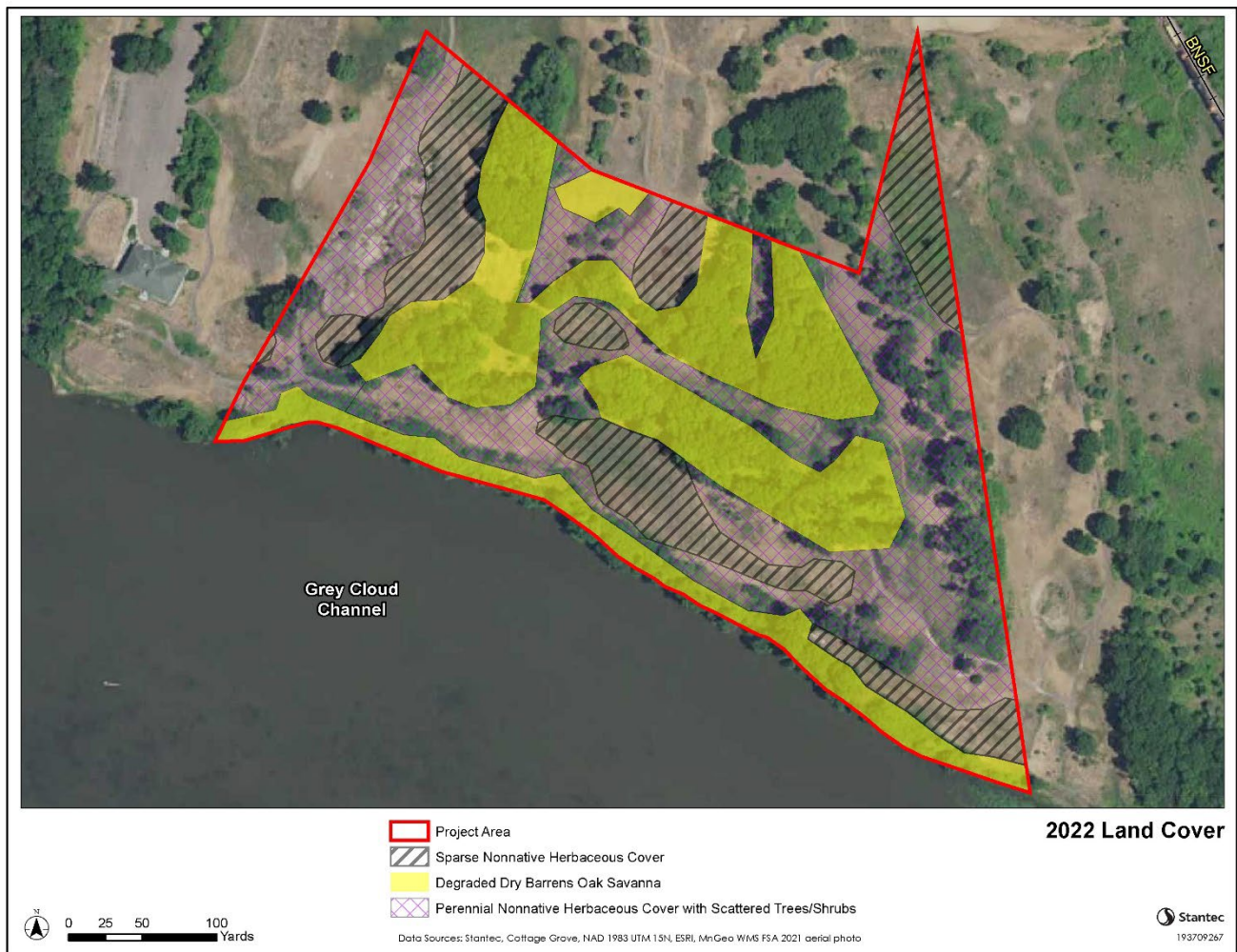


Figure 12. 2022 Land Cover at the Project Area

Table 2. Land cover within the Project Area

Ecological System/Land Cover	Native Plant Community Name	NPC Code	Approx. Acres	S-Rank ¹
Upland Prairie	Dry Barrens Oak Savanna (Southern) Oak Subtype	UPs14a2	9.0	S1S2
Non-NPC Land Cover Types				
Nonnative perennial cover with scattered trees	N/A	N/A	12.0	N/A
Sparse nonnative herbaceous cover (former golf course features)	N/A	N/A	5.7	N/A
Paved golf cart trails	N/A	N/A	unknown	N/A

N/A = not applicable

¹ The DNR has assigned a state conservation rank (S-rank) to each NPC that occurs in Minnesota. The S-rank reflects the risk of elimination of the NPC within Minnesota. S-ranks range from S1 to S5, with S1 indicating the NPC is critically imperiled, and S5 indicating it is secure/common/abundant.

MANAGEMENT OF THE PROJECT AREA

This section provides detailed descriptions of current and desired conditions for land cover mapped at the Project Area along with management recommendations to achieve the desired conditions. A **Management Activities** section provides an overview of methods and materials for the recommended management and monitoring activities. Lastly, a **Management Implementation Schedule** follows with a proposed timeline and sequencing for management activities over the next 10 years.

CURRENT LAND COVER DESCRIPTIONS

Northern pin oak and bur oak trees over a century old are some of the remaining keystones of oak savanna at the Project Area. The current relatively closed-canopy conditions are likely the result of over 150 years of fire suppression. In the absence of fire and with nearby forest seed sources along the river, trees such as green ash, American elm, hackberry, bitternut hickory, black cherry, cottonwood, and eastern red cedar have established, while herbaceous shade tolerant plants have colonized the understory. Although the canopy cover present in 1937 was mapped as Pin Oak – Bur Oak Woodland in the 1980s, it was likely more open historically prior to fire suppression.

Degraded Dry Barrens Oak Savanna

General Description and Current Conditions

Areas with oak canopy cover or dry prairie species were mapped as part of natural communities that may be collectively characterized as pockets of highly degraded Dry Barrens Oak Savanna. Descriptions for select areas are provided below.

Grey Cloud Channel Shoreline

Canopy cover along the shoreline was less than 50% and primarily composed of northern pin oak (*Quercus ellipsoidalis*), with occasional bur oak (*Q. macrocarpa*) and American elm (*Ulmus americana*). Black cherry (*Prunus serotina*), bitternut hickory (*Carya cordiformis*), basswood (*Tilia americana*), and green ash (*Fraxinus pennsylvanica*) were infrequently encountered. The shrub layer cover was interrupted to continuous (50-

100%). Black raspberry (*Rubus occidentalis*) and staghorn sumac were common along with grubs and seedlings of both bur and pin oaks. Nonnative, invasive honeysuckle shrubs were also common. Other species present in the shrub layer included nonnative, invasive common buckthorn (*Rhamnus cathartica*), bristly greenbrier (*Smilax tamnoides*), gray dogwood (*Cornus racemosa*), boxelder (*Acer negundo*) stump sprouts, blackberry (*R. alleghaniensis*), and chokecherry (*Prunus virginiana*). Single plants of two invasive species, oriental bittersweet (*Celastrus orbiculatus*) and glossy buckthorn (*Frangula alnus*) were observed as well.

The shoreline ground layer cover was generally interrupted to continuous (50-100%) and commonly composed of nonnative Kentucky bluegrass (*Poa pratensis*), nonnative sheep fescue (*Festuca ovina*), smooth brome (*Bromus inermis*) and Pennsylvania sedge (*Carex pennsylvanica*). Other graminoids (grasses and sedges) included muhly grass (a species of *Muhlenbergia*), fringed brome (*Bromus ciliatus*), upland sedges (species of *Carex*) and panic grasses (species of *Dichanthelium*). Giant goldenrod (*Solidago gigantea*) and Canada goldenrod (*S. canadensis*) were the most common forbs. Other forbs included arrow-leaf aster (*Symphytotrichum urophyllum*), hairy aster (*Symphytotrichum pilosum*), white snakeroot (*Ageratina altissima*), Canada horseweed (*Conyza canadensis*), wild strawberry (*Fragaria virginiana*), stinging nettle (*Urtica dioica*), Solomon's seal (*Polygonatum biflorum*), false Solomon's seal (*Maianthemum racemosum*), and wild columbine (*Aquilegia canadensis*).

The primary management needs for the shoreline include invasive shrub removal, selective tree removal, management of surface water drainage and gully stabilization in select areas, re-introduction of fire, and enrichment seeding.



Example shoreline cover

Woodlands

Areas with canopy cover varied in tree composition, with some areas dominated by species such as hackberry (*Celtis occidentalis*), green ash, and bitternut hickory, and other areas by bur and/or pin oaks. Quaking aspen (*Populus tremuloides*), cottonwood (*P. deltoides*), black cherry, basswood, boxelder, and eastern red cedar (*Juniperus virginiana*) were occasional associates. Green ash trees showed signs of Emerald Ash Borer (EAB) infestation. Understories were also highly variable, with woodland cover near the north and east edges of the Project Area with denser shrub cover, including common buckthorn and edges with staghorn sumac and black raspberry. Ground layers were variable in composition as well. Open understories had dominant cover by fescues, with scattered sedges, arrow-leaf aster, calico aster, Canada goldenrod, and white snakeroot, while American germander (*Teucrium canadense*) occurred beneath hickory and hackberry canopy cover.

The primary management needs for the woodland areas include selective tree removal, invasive shrub removal, re-introduction of fire, and native seeding.



Example areas with woodland canopy cover in the Project Area

Prairie

Areas with native prairie plants generally had bare sand exposure between plants and high cover by sheep fescue, but typically also had scattered cover by rough dropseed (*Sporobolus compositus*), panic grasses, and occasional Schweinitz's flatsedge (*Cyperus schweinitzii*). Common forbs included round-headed bushclover (*Lespedeza capitata*), hoary vervain (*Verbena stricta*), and western ragweed (*Ambrosia psilostachya*). Partridge pea (*Chamaecrista fasciculata*) occurred occasionally as well.

An area with prairie species in the north-central portion of the Project Area (and extending beyond to the north) had bare sand exposed between plants and native prairie grasses including rough dropseed, panic grasses, and hairy beadgrass (*Paspalum setaceum*), along with prairie rose (*Rosa arkansana*) and forbs such as round-headed bushclover, silky prairie clover (*Dalea villosa*), hoary vervain, yarrow (*Achillea millefolium*), hairy aster, Carolina puccoon (*Lithospermum caroliniense*), clammy ground cherry (*Physalis heterophylla*), stiff goldenrod (*Oligoneuron rigidum*), and western ragweed. The nonnative, invasive forb, spotted knapweed (*Centaurea stoebe*) was also common. Rock spikemoss (*Selaginella rupestris*) was present in this area as well.

In the gravel borrow area along the west side of the Project Area, hoary vervain, western ragweed, Canada horseweed and Canada goldenrod were most common, but there were occasional rosettes of common evening primrose (*Oenothera biennis*) and rosettes of either Cleland's primrose (*O. clelandii*) and/or rhombic

evening primrose (*O. rhombipetala*), the latter of which is a state-listed special concern species. Also occurring in the gravel borrow area were sleepy catchfly (*Silene antirrhina*), sagewort (*Artemisia campestris*), yarrow, hairy aster, and round-headed bushclover. Graminoid cover included rough dropseed, sandbur (*Cenchrus longispinus*), sedges, panic grasses, little bluestem (*Schizachyrium scoparium*), slender nutsedge (*Cyperus lupulinus*), and seaside three-awn.



Example areas with native prairie grasses, sedges, and forbs

Perennial Nonnative Herbaceous Cover with Scattered Trees/Shrubs

General Description and Current Conditions

Areas that were disturbed, graded, and likely managed through mowing and weed control during the golf course operation currently have dominant cover by perennial nonnative grasses such as fescues, Kentucky bluegrass, smooth brome, and various common native forbs and annual and biennial weeds. The areas were generally open but have scattered green ash and cottonwood trees. Nonnative, invasive Siberian elm saplings, cottonwood saplings, and scattered shrubs occur in these areas as well. Staghorn sumac and black raspberry are common beneath and around clusters of trees. Annual nonnative, invasive plants such as Russian thistle (*Salsola tragus*) and hoary alyssum (*Berteroa incana*) are common but not as abundant as in areas that were former golf course features.

Sparse Nonnative Herbaceous Cover

General Description and Current Conditions

Former fairways and greens currently have relatively sparse nonnative herbaceous cover composed primarily of annual weeds such as hoary alyssum and Russian thistle. Some areas have patches of spotted knapweed. Biennial weeds such as mullein are common as well.



Example cover across former golf course features

Former Golf Cart Trails

General Description and Current Conditions

Paved golf cart trails occur across the Project Area (see the 2020 aerial photo map in **Figure 9**). The asphalt surface is deteriorating and was frequently cracked across the width of the trail. Native plants such as rough dropseed and hoary vervain were observed growing up through the cracks (photo at left below). Along the west side of the Project Area, excavation activities adjacent to the trail and subsequent erosion are undermining the trail (photo at right below).



DESIRED FUTURE LAND COVER CONDITIONS

Overall, the recommended target plant community for restoration across the entire Project Area is a sparsely treed native grassland community resembling Dry Barrens Prairie (UPs13a) or Dry Barrens Oak Savanna (UPs14a2). Desired conditions for composition, structure, and disturbance regime are listed below, along with a weblink to the DNR NPC fact sheet for each of those communities.

Detailed information about **Dry Barrens Prairie (UPs13a)** can be found at this weblink:

https://files.dnr.state.mn.us/natural_resources/npc/upland_prairie/ups13.pdf

Detailed information about **Dry Barrens Oak Savanna (Southern) (UPs14a)** can be found at this weblink:

https://files.dnr.state.mn.us/natural_resources/npc/upland_prairie/ups14.pdf

The following desired conditions are intended to steer the Project Area towards high quality habitat as a good to excellent native plant community. The desired conditions can be used to gauge whether and to what extent management activities are protecting the Conservation Values of the Project Area over time:

- Canopy cover is less than 30% across the Project Area with scattered trees or clumps of trees consisting of bur oak and/or northern pin oak, with occasional quaking aspen, bitternut hickory, and black cherry.
- Shrub cover is very sparse (less than 5%) and composed of native shrubs such as leadplant, prairie rose, sumac, gray dogwood, and seedlings or grubs of bur oak and pin oak.
- Grass and sedge cover is patchy to intermittent (25-75%) and dominated by native midheight prairie species such as little bluestem, rough dropseed, porcupine grass, sideoats grama, and panic grasses, with occasional cover by sand reedgrass, big bluestem, Indiangrass, and other species typical for Dry Barrens Prairie or Dry Barrens Oak Savanna, including seaside three-awn.
- Forb cover is variable, with cover sparse to patchy (less than 25% to 50%) and composed of native prairie forbs such as those currently present at the Project Area, and others such as gray goldenrod, hoary frostweed, white sage, starry false Solomon's seal, long-head thimbleweed, prairie coreopsis, purple prairie clover, silky aster, long-headed thimbleweed, horsemint, tall cinquefoil, hoary puccoon, bastard toadflax, flowering spurge, and others typical for Dry Barrens Prairie or Oak Savanna.
- Bare sand is commonly exposed between herbaceous plants.
- Bryophytes such as rock spikemoss (*Selaginella rupestris*) are present.
- Management actions maintain and improve high quality habitat for rare plants and wildlife.
- Prescribed burns are implemented approximately every 4-5 years to maintain the plant community as Dry Barrens Oak Savanna and provide opportunities for natural recruitment and seeding.
- Invasive plant cover is minimal, with seed production eliminated or minimized whenever possible through carefully timed management actions.

The primary management actions needed to restore Dry Barren Oak Savanna in the Project Area are listed below and further described in the following Management Activities section. Surface water protection and considerations for trail system planning are also included.

RARE PLANT SURVEYS	PRESCRIBED BURNS
SELECTIVE WOODY REMOVAL	SEEDING
INVASIVE SPECIES MANAGEMENT	GROW-IN MAINTENANCE

MANAGEMENT ACTIVITIES

The descriptions below are intended to provide an introduction and overview of management activities that could be implemented at the Project Area. These activities should help achieve the objectives identified for maintaining the Conservation Values of the Project Area and are specific to the Project Area at the time this Management Plan was developed.

RARE PLANT SURVEYS

Rare plant surveys should be conducted within the Project Area prior to commencement of any of the management activities recommended in this Management Plan. The rare species that have been documented to occur in the vicinity of the Project Area were listed above in **Table 1**. Seaside three-awn, a threatened plant species, was observed in the Project Area during the October 2022 field survey by the consulting ecologist. A thorough survey for seaside three-awn was not the focus of the field survey, so it is possible that it occurs elsewhere. Growing season rare plant surveys should be conducted and timed appropriately to focus on detecting seaside three-awn and the other rare plant species with potential to occur in the Project Area. **Table 3** below lists the plant species and the DNR's recommended survey timing for best detection and identification.

Table 3. Survey timing for rare plants

Species	DNR-recommended Survey Timing
Hill's thistle	During and after flowering; mid-June through early October
Louisiana broomrape	Anytime it is above ground, but typically late-July through August
Seaside three-awn	Early July through October
Purple sandgrass	Late summer through fall

SELECTIVE WOODY REMOVAL

Selective woody removal is recommended to restore the Project Area to a natural community resembling Dry Barrens Oak Savanna with the desired conditions noted above. The selective removal of native and nonnative trees and shrubs should be combined with woody invasive shrub removal. All nonnative trees should be removed, including white mulberry and Siberian elm that were observed during the October 2022 field survey and any other nonnative trees that may be identified during subsequent field work in the Project Area.

Select fire-intolerant native tree species that established due to the site's history of fire suppression should also be removed from the Project Area. These include green ash, American elm, hackberry, basswood, and eastern red cedar. The tree inventory data can be used to scope the specific locations for tree removals and visualize the distribution and composition of remaining trees following the recommended woody removals. The inventory can also aid in determining the specific method(s) for woody removal (labor and disposal methods) and associated costs.

Black cherry and bitternut hickory should be substantially thinned to favor growth and perpetuation of bur oak and pin oak throughout the Project Area. Reducing canopy cover by black cherry and bitternut hickory will significantly enhance conditions for restoring ground cover typical for Dry Barrens Oak Savanna and for re-introducing fire. Criteria for selecting removals may include, among other factors, size and condition of

individual trees and their proximity to oak trees.

Canopy cover remaining after selective woody removal should include all pin and bur oaks, quaking aspen, select black cherry and bitternut hickory, and mature cottonwood trees. The latter are recommended to retain as potential nesting trees for raptors. In addition, there are several oak tree snags in the Project Area. Some of the snags could be removed during woody removal activities to reduce risk during prescribed burns; however, at least two or three snags should be retained for wildlife habitat.

The following recommendations for implementing selective woody removal are based on best practices for savanna restoration, species-specific recommendations for rare species conservation, and recently observed conditions in the Project Area:

- Woody removal activities should be conducted during the dormant season (November 1 through March 31) to avoid disrupting potential nesting of breeding birds and roosting bats. Furthermore, removal activities involving heavy equipment should be conducted during frozen ground conditions.
- Due to EAB infestation, the ash trees should not be moved from the site unless they are entirely chipped on site or the outer 1" of trunks and limbs is chipped and hauled to a facility that can process the material (MDA 2022).
- Cut woody material can be potentially piled for burning on site using feller-buncher forestry equipment. Burn piles should only be located in areas that were former golf course features or outside of the Project Area in areas that have been thoroughly scouted for the presence of native prairie species, especially rare plants like seaside three-awn.
- Smaller trees and shrubs, such as scattered cottonwood and Siberian elm saplings, sumac, and black raspberry, can be forestry mowed during frozen ground conditions for initial suppression followed by foliar herbicide applications of re-growth during the following growing season. Periodic prescribed burns will need to be implemented to suppress those species long-term.
- Invasive shrubs, such as buckthorn or honeysuckle, should be cut and stump-treated wherever possible to minimize the need for follow-up foliar treatments of re-sprouts. Hand cutting will be required along the shoreline.

INVASIVE SPECIES MANAGEMENT

Invasive species are a primary threat to natural areas and require the greatest effort in terms of management. In the face of climate change, invasive species are expected to spread faster and become more abundant. New invasive species that were constrained by temperature will be able to expand their ranges. Management recommendations for invasive species are provided below, include preventing the introduction of new species, preventing invasive species spread within and beyond the Project Area, and controlling target species already at the Project Area.

Prevention

Preventing the introduction and spread of invasive species is the first step in invasive species management. **Ensure all vehicles/equipment are free of seeds and plant material of invasive species prior to entering the Project Area to prevent introduction;** this includes ATVs and other vehicles used for management. In general, early detection and rapid response (EDRR) will be the most effective method for preventing the introduction and spread of invasive species. EDRR entails monitoring for and promptly treating small, new infestations with the goal of containment and eradication. This will slow the spread of invasive species and reduce the need for costly long-term control efforts.

Target Invasive Species to Control

Target invasive species are those that are currently established on the Project Area and are a higher priority for control efforts. Additional information about the target invasive species, including plant species descriptions and control methods, can be found in **Appendix C**. The long-term goal for woody invasives in the Project Area is eradication. The goals for the herbaceous invasive species are containment and suppression. Target species within the Project Area and their recommended treatment goal(s) are listed below.

- **Common buckthorn** (*Rhamnus cathartica*) - eradication
- **Glossy buckthorn** (*Frangula alnus*) - eradication
- **Nonnative honeysuckle** (*Lonicera* sp.) - eradication
- **White mulberry** (*Morus alba*) - eradication
- **Siberian elm** (*Ulmus pumila*) - eradication
- **Oriental bittersweet** (*Celastrus orbiculatus*) - eradication
- **Russian thistle** (*Salsola tragus*) – containment and suppression
- **Spotted knapweed** (*Centaurea stoebe*) – containment and suppression
- **Reed canary grass** (*Phalaris arundinacea*) – containment and suppression

In general, herbicide use is only recommended when no other control method is effective. If herbicide use is necessary, it is recommended to spot-treat, rather than broadcast-spray, in order to reduce impacts to native species. The Project Area is small enough that spot treating can be done entirely using backpack sprayers or handheld sprayers for foliar applications. Conducting applications on foot will also help reduce excessive soil disturbance from field vehicles, which can be staged nearby on hard-surface trails. For stump treatments of woody species, a dauber application method is recommended.

One recommended *exception* to spot treating at the Project Area is broadcast spraying for site preparation in advance of seeding in select areas. Broadcast spraying may be necessary for site prep to suppress weeds in areas that were intensively managed for at least 12 years as golf course features (fairways/greens/tee boxes). Although those areas experienced many years of disturbance, which likely included extensive grading, nonnative seeding, and fertilizer and pesticide applications, they may still have a native seedbank. Prior to broadcast applications and as an abundance of caution in a landscape context that harbors rare species, an ecologist (who is familiar with the rare prairie plants that occur, or may occur, in the Project Area) should conduct a field assessment to ensure that native prairie plants that may be affected by the herbicide, or areas with desirable native plants, are flagged to avoid during any herbicide treatments.

Herbicide treatment recommendations included in **Appendix B**, and referenced elsewhere in this Management Plan, have been specifically chosen to be highly selective for targeting invasive and problematic weeds while avoiding or minimizing harm to nontarget plants and wildlife. The recommended herbicides lack soil residual activity. In addition, applied as spot treatments and at or below label application rates, the herbicides should not contaminate surface or ground water, which is a significant potential concern given the highly permeable sandy soils. **By law, herbicide labels must be followed.** In addition, the timing and method of application should always be selected to reduce exposure and impacts to wildlife, such as avoiding mid-day herbicide applications when pollinators are most active. Avoid applying herbicides during hot, humid, and/or windy weather conditions that tend to cause herbicide volatilization or drift that can impact nontarget plants and the health of the person applying the herbicide.

As a supplement to the invasive plant control recommendations in this Management Plan, the Minnesota Department of Transportation's *Minnesota Noxious Weeds* (MNDOT 2019) publication provides weed control recommendations that are continually updated as new information becomes available. The guide is available

as a pdf at the following weblink: <https://www.dot.state.mn.us/roadsides/vegetation/pdf/noxiousweeds.pdf>. The guide details invasive plant identification characteristics, control methods, and describes native plants that can be mistaken for invasives.

Monitoring and Record Keeping

Maintain records of all invasive species management activities, such as type of control, when treatments were applied, and to what species. Additionally, monitoring a site after control is important for determining effectiveness of treatments, as well as needs for follow-up treatments. Specifically, document percent cover or abundance of invasive species before and after control. As noted above, monitoring the Project Area at least twice per year will aid in detecting potential new infestations.

PRESCRIBED BURNING

Fire was historically a natural and frequent occurrence in prairie, savanna, and fire dependent forests and woodlands where it maintained native species diversity and improved habitat for wildlife species. Prescribed burning is used to improve the condition of fire-dependent systems in the absence of a natural fire regime. Prescribed burning can be used to prepare a site for restoration, reduce native and nonnative shrub cover, reduce the abundance of invasive species, and generally promote the establishment of native vegetation.

As noted earlier, prescribed burning is recommended as a critical management activity at the Project Area for restoring and maintaining Dry Barrens Oak Savanna. Due to the small size of the Project Area and its potential to harbor and support rare species, prescribed fire should be planned very carefully. *Specific objectives should be articulated and burns conducted in a manner that enhances rare oak savanna habitat without imperiling the rare plants and wildlife known to occur at the Project Area and in the immediate vicinity.*

Prior to implementing a prescribed burn, a site-specific burn plan will need to be approved by Washington County staff. A DNR Regional Forestry staff or other Forestry professional may be enlisted to help guide development of the burn plan and to approve the plan as well. The plan will cover the details for implementing prescribed fire for one burn unit. At a minimum, the plan will need to include: (1) specific objectives for the prescribed fire, (2) a description of the burn unit and landscape context, (3) how the burn unit will be prepared (such as firebreak installation), (4) how the burn will be implemented (such as personnel, equipment, ignition and suppression strategies, smoke management), (5) what weather parameters will be acceptable (burn weather prescription), (6) emergency contact information and communication protocols, and (7) what will be done after the burn in terms of mop-up and notifications. The plan may also prescribe what will be done to monitor the site post-burn to evaluate and document fire effects.

General guidance is provided here to inform a prescribed burn planning for the Project Area. The guidance is based on best practices for savanna restoration and protection of rare species, in addition to limited observations of current conditions during the October 2022 field survey. Additional field observations will be necessary for defining specific prescribed burn objectives and developing detailed burn plans in advance of any prescribed fire management at the Project Area.

- **Retain unburned refugia for less-mobile species sensitive to fire.** The Project Area should not be burned in its entirety during any single prescribed burn event in order to provide refugia (unburned habitat) for less-mobile wildlife species. Refugia should be considered across both space and time. No more than one third of the Project Area (up to 10 acres) should be burned over the course of one year. In addition, a rest period of at least two growing seasons without fire should be planned between burn events in any given area.

- **Conduct dormant season burns.** Prescribed burns should be conducted during the dormant season when vegetation is dry and capable of carrying fire, while avoiding the growing season when wildlife are most active and vulnerable. Specifically, prescribed burns should be avoided after herptiles are emerging from overwintering sites in the spring and avoided until after they have moved to overwintering habitat (such as underground or in waterbodies) in the fall.
- **Plan to use both permanent and temporary firebreaks.** The existing former golf cart trails (or future paved or gravel-surface recreational trails) and the river can serve as permanent firebreaks. When trails are serving as firebreaks for upcoming burns, mowing at least 6-foot strips along both sides of firebreak trails will reduce fuel load and heat/smoke exposure for burn crews. Temporary firebreaks can be established by mowing approximately 10-foot-wide lanes to supplement permanent firebreaks in advance of a burn. The temporary firebreaks will provide the best management flexibility for adjusting burn units over time to meet management objectives or changing site conditions, for example. When installing firebreaks, infestations of invasive species should be avoided to prevent further seed spread by those species on equipment.
- **Record pre- and post-burn field observations of the burn unit.** As with other management activities, the prescribed burn plan and pre- and post-burn field observations need to be documented to evaluate the results of the burn, and to guide objectives and implementation of future burns.

SEEDING

Seeding is recommended in the Project Area to restore herbaceous and shrub species typical for Dry Barrens Oak Savanna. The specific selection of species to use in a seed mix should be primarily guided by species that are known to occur in Dry Barrens Oak Savanna or Dry Barrens Prairie. Additionally, the Grey Cloud Dunes SNA should be used as a very high quality local reference site for seed mix composition.

Many of the species that need to be re-introduced to the Project Area can be sourced from native seed suppliers. Seeds should be sourced with provenance within the St. Paul Baldwin Plains and Moraines, the Anoka Sand Plain, or more southern or southwestern ecological subsections in Minnesota such as the Oak Savanna or Minnesota River Prairie subsections. When requesting quotes from seed vendors for a seed mix, vendors should supply geographic provenance to county of origin at a minimum.

To enhance the ecological integrity of the Project Area and to preserve the integrity of the remnant prairie at the Grey Cloud Dunes SNA, a cooperative agreement with the DNR could be pursued to harvest seed at the SNA for seeding in the Project Area. Collaborating on seed harvest would likely increase the economy of scale for both Cottage Grove and the DNR as prairie restoration and enhancement activities occur within the Project Area and adjacent to it in the proposed 12-acre SNA addition.

Seeding at the Project Area may involve a combination of seeding methods depending upon existing vegetation cover at the time of seeding, equipment accessibility, and the overall scale of the seeding. Hand-seeding will likely be most practical in areas of canopy cover and along the shoreline. Seeding with an all-terrain vehicle (ATV) and mounted tub seed spreader or a tractor with a fertilizer spreader may be more practical for open areas (like the former golf course features).

For all seeding methods, particularly with purchased pure live seed, a filler will need to be added to increase bulk and keep seed separated, blended, and lofted during seeding. The filler also provides a visual aid for tracking where seed has been sown, ensuring more even distribution. Pine shavings are one type of relatively inexpensive filler that can be purchased in bags from home improvement stores. The shavings can be mixed

with the seed (individual species or mixes) for better hand-dispersal. Larger pine shavings work better for hand-seeding by separating the seeds and providing bulk for grabbing handfuls of seed to toss. The smaller shavings that are essentially sawdust can be mixed with seed and spread using a fertilizer spreader.

Seeding may need to occur multiple times at the Project Area to establish the cover and species richness and diversity desired for the Dry Barrens Oak Savanna restoration. This is sometimes referred to as multiple “seed rains.” Special effort may be required to custom source or hand collect species that are not readily available from native seed vendors. Every prescribed burn conducted in the Project Area should be considered an opportunity to do enrichment seeding post-burn. Seeding after a dormant season burn, especially one in the fall, can be particularly beneficial for establishing forbs. Native prairie forb seed exposed to ash and also to overwintering in the soil is known to enhance germination and establishment the following growing season.

GROW-IN MAINTENANCE

After areas are seeded in the Project Area, they will need a period of more intense monitoring and maintenance to ensure that seeded species establish and provide the native vegetation cover intended. This period of “grow-in maintenance” may include periodic mowing and weed spot treatments to reduce weed competition for establishing prairie plants. The specific types and frequency of grow-in maintenance activities will be highly dependent on the effectiveness of site preparation treatments, weed seedbank, weather, and the rate at which the seeded prairie species establish.

With the droughty, sandy soils in the Project Area, weed growth is not anticipated to be particularly dense or problematic if site preparation treatments are effective in significantly reducing initial cover by the perennial nonnative cool season grasses in the Project Area such as fescues, smooth brome, quackgrass, and Kentucky bluegrass. Additional spot spraying may be necessary for suppression of those species if they maintain significant cover after site preparation and native seeding.

Any spot mowing or weed spot treatments should be laser-focused on problem areas and problem species, while minimizing disturbance to the establishing native vegetation. Equipment should be selected to match the scale of the mowing or spot treatments needed. For example, gas-powered weed whips or brush saws should be selected over walk-behind mowers or tractor mowers where weed issues are scattered within good stands of native vegetation. Hand-pulling may be an option for some weeds, depending on their abundance and available labor. Allowing the desirable native vegetation to thrive, flower, and set seed will speed up the restoration process and help the plant community fill in the niches that will otherwise be perpetually occupied by adventitious weeds and whatever species are present in the soil seedbank.

SURFACE WATER PROTECTION

Surface water protection measures need to be designed to stabilize gully erosion and manage surface water drainage near the Grey Cloud Channel shoreline. Four locations were identified during the October 2022 field survey as needing further evaluation. Three of the gullies are visible on the hillshade map in **Figure 13**. An example photo of each site is provided below. Location 1 on the map is a broad area of bank sloughing. A berm forms the upper edge with a paved golf course trail junction and landscaping behind it. Location 2 has an approximately 3-foot wide corrugated vertical drain with a screen on top at the head of a brush and woody-debris filled gully. Location 3 has an approximately 10-12” corrugated closed tile leading from an open inlet in a shallow depression on top of the bank down to the river. The tile sits on top of the ground surface on the river bank. Location 4 has an actively incising channel. The head of the channel has reached the base of about a 36” pin oak at the corner of the retaining wall that supports the west and south sides of a former golf course picnic/overlook area.



Location 1 – view east along the shoreline



Location 2 – view of drain inlet



Location 3 – drain tile at surface on bank



Location 4 – view from head of gully erosion

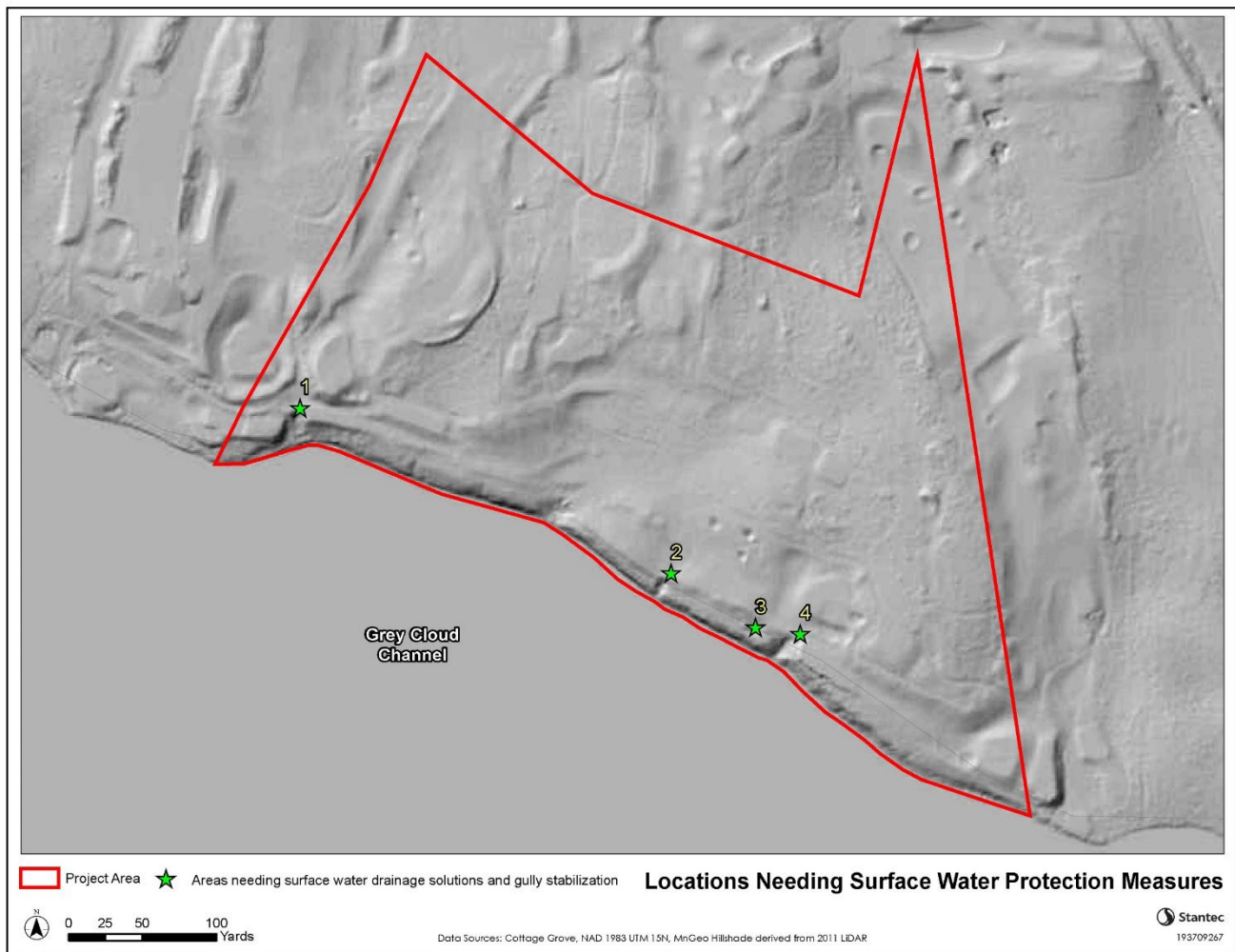


Figure 13. Surface Water Protection Map

TRAIL SYSTEM PLANNING & MAINTENANCE

Repair and reuse of existing paved golf cart trails is recommended where it makes sense to retain the existing routes for future park accessibility. In general, locating new trails along former golf cart trail routes or through highly disturbed former golf course features (fairways/greens) is recommended to be prioritized over locating new trails through any areas with native prairie vegetation or oak canopy.

Regular mowing along future trails of any surface type through the Project Area is strongly discouraged. Not mowing trailsides will help prevent the spread of invasive species by mowing equipment and will encourage robust growth by native prairie plants. Allowing prairie growth up to the trailsides will help create a high quality, immersive nature experience for trail users.

If pets will be allowed to accompany trail/park users, it is recommended that they remain on leash at all times to avoid encounters with rare wildlife, particularly grassland songbirds that may find suitable habitat in the Project Area after restoration.

MONITORING

Management

Management activity monitoring should be done on a regular basis to determine management effectiveness. Records should be kept of activities being completed and chemicals used. General observations of the Project Area, native plant communities, uncommon species, and wildlife should be noted as well. Photopoints may be established at fixed points to document conditions before and after management activities.

LONG-TERM MAINTENANCE ACTIVITIES

Long-term vegetation maintenance activities will be critical for achieving and sustaining high quality wildlife habitat and the desired conditions for Dry Barrens Oak Savanna across the Project Area. Activities are anticipated to include ongoing monitoring (management, vegetation, rare species), spot weed treatments, prescribed burns, brush control, and enrichment seeding.

Spot Weed Treatments

Monitoring for invasive plants and problematic weeds should be done at least once per year, and ideally, twice per year, to detect issues and plan for treatments. Monitoring and treatments may need to occur more often during the first three to four years of management of the Project Area as native vegetation cover is establishing. Spot treatments should be anticipated to be needed annually over the next ten years, with the expectation that the extent of weed issues at the site and the effort required each year for treatment will significantly decline over that time period.

Prescribed Burns

Periodic prescribed burns are recommended for vegetation maintenance on approximately four to five year intervals, with burn units and rotations established to provide at least two-year rest periods between fire across any given area. Maintenance burns will help remove any accumulation of thatch, invigorate growth and flowering, aid in suppressing nonnative species, reduce woody encroachment, and provide opportunities for enrichment seeding.

Brush Control

Mechanical brush control and suppression may be needed periodically in some areas for suppression of native species such as staghorn sumac and gray dogwood. Mowing can serve as a suppression tool between prescribed burns or in addition to burns in areas with dense shrub cover.

Enrichment Seeding

Enrichment seeding can be used as a tool for ongoing diversification of the plant community. Seeding activities can range from expanding species distributions across the Project Area through hand seed collection and targeted sowing to purchasing seed to be sown after planned prescribed burns. Spot-seeding may also be needed in some areas following invasive plant control. Enrichment seeding could potentially be conducted on an annual basis as resources allow.

POTENTIAL FUNDING SOURCES

Potential state grant funding sources for ecological restoration at the Project Area include the Outdoor Heritage Fund, as appropriated by the Lessard-Sams Outdoor Heritage Council, and the ENRTF, as appropriated by LCCMR.

MANAGEMENT IMPLEMENTATION SCHEDULE

Table 4 provides a potential 10-year schedule for implementation of management activities recommended for the Project Area.

Table 4. Management implementation schedule

	YEAR									
Management Activity	1	2	3	4	5	6	7	8	9	10
Rare plant survey(s)	X									
Adaptive management monitoring	X	X	X	X	X	X	X	X	X	X
Gully erosion/bank sloughing stabilization	X	X	X							
Selective woody removal		X								
Site preparation prescribed burn (27 ac)		X								
Invasive brush control		X	X	X	X	X	X	X	X	X
Herbaceous invasive weed control		X	X	X	X	X	X	X	X	X
Fall seeding across Project Area		X								
Grow-in maintenance		X	X							
Prescribed burn rotations (<10 ac units)				X	X	X		X	X	X
Enrichment seeding				X	X	X		X	X	X

DEFINITIONS

Containment: Restricting the spread of an invasive population that is already present on a site. This often involves working the edge of a large population and/or treating any satellite occurrences.

Current Conditions: Ecological attributes that characterize the Project Area and describe their quality at present.

Desired Conditions: Desired Conditions identify goals for management and restoration activities. The term acknowledges that natural landscapes change over time and that humans play a key role in determining the degree and direction of that change.

Disturbance Regime: The type, frequency, intensity, spatial scale, and spatial pattern of disturbance(s) in an area.

Eradication: Total removal of a population of invasive species from the site. With many species this is rarely feasible; usually it can only be achieved for species with very limited occurrences or with life history traits that can be exploited. Just because a population is eradicated from a site, however, does not mean that it is permanently gone; even after eradication it can invade the site.

Exclusion: Keeping a species that is not yet present from invading the site or keeping a present species from invading a specific part of a site. For example, spotted knapweed can be excluded from other portions of the site by preventing seed production and spread from existing locations.

Forest: A dominant cover type of a landscape with four layers: 1) a closed canopy 2) sub-canopy of small trees and younger trees, 3) shrubs, and 4) a ground layer with herbaceous species (grasses and forbs); most species within a forest are shade-tolerant due to a closed canopy.

Herbaceous species: Grasses and sedges (graminoids) and forbs (flowering plants) in the ground layer.

Native Plant Community: Discrete groups of native plant species that interact with each other and their environment and form regular ecological units. NPCs have typical structures that relate to their potential as wildlife habitat. The presence of NPCs is related to topography, hydrology, soils, disturbance regimes, and succession.

Outwash Deposits: Water-transported, stratified drift (e.g. material organized into distinct horizontal layer or bands), consisting mainly of sand (fine to coarse) and gravel rounded in shape. Meltwater streams flowing away from a receding glacier carry particles that are sorted by size on deposition dependent upon the water flow velocity with larger particles deposited in faster moving water. Water-deposited material is indicated by stratified layers of different-sized sand particles and smooth, rounded pebbles, consistent in size within each band.

Outwash: A landform with relatively level to gently rolling topography. Outwash may be intermingled with morainal landforms due to local glacial re-advances. There may be deposition of till during a glacial advance followed by outwash deposition upon retreat, or vice versa.

Restoration: The process of returning a degraded community to its original structure and species composition.

Reconstruction: The conversion of an area where the native plant community has been removed, usually by cultivation for agriculture but sometimes for housing or other development.

Rehabilitation: The enhancement or improvement of an existing native plant community that has endured some degree of disturbance yet still harbors elements of that community.

Site of Biodiversity Significance: A site's biodiversity significance rank is based on the presence of rare species populations, the size and condition of native plant communities within the site, and the landscape context of the site (for example, whether the site is isolated in a landscape dominated by cropland or developed land, or whether it is connected or close to other areas with intact native plant communities).

Structure: Horizontal and vertical layers of a community that include the 1) canopy, 2) sub-canopy, 3) shrubs, and 4) ground layer (sometimes called understory or herbaceous layer).

Succession: The gradual process by which ecological ecosystems/habitats (including species composition and structure) change and develop over time.

Suppression/population management: Using tools (fire, herbicide, prescribed grazing, flooding, etc.) to limit the dominance of a species in the target community. This is used when there is no realistic means of reducing the population to the point where eradication is possible and where the species is already well-established throughout the site.

Woodland: A natural wooded community with trees that form an open canopy, with a layer of shrubs, grasses and forbs.

INFORMATION SOURCES

- 1 Cottage Grove. 2021. Former Mississippi Dunes Golf Course Environmental Assessment Worksheet. City of Cottage Grove, Minnesota. November 22, 2021.
- 2 DNR Ecological Classification System <http://www.dnr.state.mn.us/ecs/index.html>
- 3 DNR Field Guide to Native Plant Communities of Minnesota: The Eastern Broadleaf Forest Province Minnesota Department of Natural Resources. 2005.
- 4 DNR Sites of Biodiversity Significance
https://www.dnr.state.mn.us/eco/mcbs/biodiversity_guidelines.html#:~:text=%22Moderate%22%20sites%20contain%20occurrences%20of,communities%20and%20characteristic%20ecological%20processes
- 5 John R. Borchert Map Library. Minnesota Historical Aerial Photographs Online.
<https://apps.lib.umn.edu/mhapo/>
- 6 MDA Best Management Practices for EAB. Available online at
<https://www.mda.state.mn.us/best-management-practices-eab>
- 7 Soil Survey Staff, Natural Resources Conservation Service, United States Department of Agriculture. Web Soil Survey. Available online at <http://websoilsurvey.nrcs.usda.gov/>
- 8 Washington County Historical Society (WCHS). 2022. Grey Cloud Island Township. Accessed November 2022. <https://www.wchsmn.org/grey-cloud-island-township/>

APPENDIX A Plant Species List

The following plant species list was compiled by the consulting ecologist during a field survey on October 19, 2022. Nonnative plants are indicated in **boldface font**. Invasive species are indicated by boldface font and an asterisk (*). Although it is not a comprehensive list of all species that may occur at the Project Area, it can serve as a tool for determining which native species may be missing and are desirable to re-introduce. It can also serve as a tool for monitoring changes in vegetation composition and species richness over time.

Scientific Name	Common Name
TREES, SHRUBS, & VINES	
<i>Acer negundo</i>	boxelder
<i>Artemisia campestris</i>	sagewort
<i>Carya cordiformis</i>	bitternut hickory
<i>Celastrus orbiculatus</i>	*oriental bittersweet
<i>Celtis occidentalis</i>	hackberry
<i>Cornus racemosa</i>	gray dogwood
*<i>Frangula alnus</i>	*glossy buckthorn
<i>Fraxinus pensylvanica</i>	Green ash
<i>Juniperus virginiana</i>	eastern red cedar
<i>Lonicera sp.</i>	*nonnative honeysuckle
<i>Morus alba</i>	*white mulberry
<i>Parthenocissus quinquefolia</i>	Virginia creeper
<i>Populus deltoides</i>	cottonwood
<i>Populus tremuloides</i>	quaking aspen
<i>Prunus serotina</i>	black cherry
<i>Prunus virginiana</i>	chokecherry
<i>Quercus ellipsoidalis</i>	northern pin oak
<i>Quercus macrocarpa</i>	bur oak
<i>Quercus rubra</i>	northern red oak
*<i>Rhamnus cathartica</i>	*common buckthorn
<i>Rhus typhina</i>	staghorn sumac
<i>Ribes missouriensis</i>	Missouri gooseberry
<i>Rosa arkansana</i>	prairie rose
<i>Rubus alleghaniensis</i>	common blackberry
<i>Rubus occidentalis</i>	black raspberry
<i>Salix petiolaris</i>	meadow willow
<i>Sambucus racemosa</i>	red-berried elder
<i>Smilax tamnoides</i>	bristly greenbrier
<i>Tilia americana</i>	basswood
<i>Toxicodendron radicans</i>	poison ivy
<i>Toxicodendron rydbergii</i>	western poison ivy
<i>Ulmus americana</i>	American elm

Scientific Name	Common Name
<i>Ulmus pumila</i>	*Siberian elm
<i>Vitis riparia</i>	wild grape
FORBS, FERNS, & FERN ALLIES	
<i>Achillea millefolium</i>	yarrow
<i>Ageratina altissima</i>	white snakeroot
<i>Ambrosia artemisiifolia</i>	common ragweed
<i>Ambrosia psilostachya</i>	western ragweed
<i>Aquilegia canadensis</i>	wild columbine
<i>Arctium minus</i>	*burdock
<i>Asclepias syriaca</i>	common milkweed
<i>Asclepias verticillata</i>	whorled milkweed
<i>Berteroa incana</i>	*hoary alyssum
<i>Centaurea stoebe</i>	*spotted knapweed
<i>Chamaecrista fasciculata</i>	partridge pea
<i>Conyza canadensis</i>	Canadian horseweed
<i>Dalea villosa</i>	silky prairie clover
<i>Equisetum hyemale</i>	tall scouring rush
<i>Fragaria virginiana</i>	wild strawberry
<i>Geum canadense</i>	white avens
<i>Hackelia virginiana</i>	stickseed
<i>Leonurus cardiaca</i>	*motherwort
<i>Lespedeza capitata</i>	round-headed bushclover
<i>Linaria vulgaris</i>	*butter-and-eggs
<i>Lithospermum carolinense</i>	Carolina puccoon
<i>Maianthemum racemosum</i>	false Solomon's seal
<i>Mirabilis albida</i>	hairy four o'clock
<i>Oenothera biennis</i>	common evening primrose
<i>Oenothera clelandii/rhombipetala</i>	Cleland's or rhombic evening primrose
<i>Oligoneuron rigidum</i>	stiff goldenrod
<i>Physalis heterophylla</i>	clammy ground cherry
<i>Polygonatum biflorum</i>	Solomon's seal
<i>Pseudognaphalium obtusifolium</i>	early everlasting
<i>Rumex acetosella</i>	common sheep sorrel
<i>Salsola tragus</i>	*Russian thistle
<i>Silene antirrhina</i>	sleepy catchfly
<i>Solidago canadensis</i>	Canada goldenrod
<i>Solidago gigantea</i>	giant goldenrod
<i>Symphyotrichum lanceolatum</i>	panicked aster
<i>Symphyotrichum lateriflorum</i>	calico aster
<i>Symphyotrichum pilosum</i>	hairy aster
<i>Symphyotrichum urophyllum</i>	arrow-leaf aster

Scientific Name	Common Name
<i>Teucrium canadense</i>	American germander
<i>Urtica dioica</i>	stinging nettle
<i>Verbascum thapsus</i>	common mullein
<i>Verbena stricta</i>	hoary vervain
GRASSES, SEDGES, & RUSHES	
<i>Aristida basiramea</i>	forked three-awn
<i>ARISTIDA TUBERCULOSA</i>	SEASIDE THREE-AWN
<i>Bromus ciliatus</i>	fringed brome
<i>Bromus inermis</i>	*smooth brome
<i>Carex pennsylvanica</i>	Pennsylvania sedge
<i>Cenchrus longispinus</i>	sandbur
<i>Cyperus lupulinus</i>	slender nutsedge
<i>Cyperus schweinitzii</i>	Schweinitz's flatsedge
<i>Dichanthelium oligosanthos</i>	Scribner's panic grass
<i>Elymus repens</i>	*quackgrass
<i>Festuca ovina</i>	sheep fescue
<i>Festuca sp.</i>	nonnative fescue species
<i>Muhlenbergia sp.</i>	a species of <i>Muhlenbergia</i>
<i>Oryzopsis asperifolia</i>	Rough-leaved ricegrass
*<i>Phalaris arundinacea</i>	*reed canary grass
<i>Poa pratensis</i>	*Kentucky bluegrass
<i>Schizachyrium scoparium</i>	little bluestem
<i>Sporobolus compositus</i>	rough dropseed

APPENDIX B Invasive Species Control Methods

Common and Glossy Buckthorn

Common buckthorn occurred occasionally in areas of canopy cover at the Project Area. It was primarily under canopy cover near the north and east edges of the Project Area and observed only infrequently along the shoreline. Glossy buckthorn was rare, observed only as a single sapling along the shoreline at the time of the October 2022 field survey. Glossy buckthorn typically occurs in habitats with more mesic to wet soils (including wetland) and is not likely to establish well in the dry sandy upland soils of the Project Area. Both species are known to occur in the landscape near the Project Area, so seed dispersal into the Project Area is anticipated to be ongoing by wildlife.

Prescribed burns are highly effective at killing common and glossy buckthorn seedlings and small saplings and preventing them from reaching reproductive maturity. As such, periodic prescribed burns will be important management activities in the long-term for restricting buckthorn cover in the Project Area.

Although larger buckthorn shrubs or small trees can be impacted by fire (i.e. girdled and top-killed) if sufficient fine fuel loads (like dense prairie grass or oak tree leaves) are present next to the stems, the shrubs/trees typically survive and resprout. As such, woody invasives removal via a cut/treat method is recommended prior to prescribed burns through areas in the Project Area with buckthorn shrubs with stems larger than about pencil-size in diameter at ground level. Stump herbicide treatments will help minimize the follow-up effort that is invariably required to address re-sprouts by foliar spraying or cutting and stump treating multiple stems. Stems should be cut within six inches of the ground surface and then stump-treated promptly with a 20 percent solution of glyphosate or triclopyr herbicide (common trade names are RoundUp™ or Garlon 4™, respectively).

Nonnative Honeysuckle

Nonnative honeysuckle shrubs were common along the shoreline and observed occasionally elsewhere under canopy cover. The nonnative honeysuckle shrubs should be controlled like other woody species by cutting the stems close to the ground and stump treating with herbicide. An herbicide solution containing both triclopyr and glyphosate has been found to be more effective for killing honeysuckle than either herbicide alone. In addition, stump treatments are best applied using a hand-held sprayer so that the stump surface and all stem surfaces above ground are treated with herbicide (though not to the point of runoff on to the soil surface).

Other Woody Species

Both native and nonnative trees can be stump treated in the same manner as buckthorn. The only native tree species that is recommended for removal but does not require stump treatment is eastern red cedar. Otherwise, all of the woody species noted above in the Selective Woody Removal section should be stump treated following removal.

Oriental Bittersweet

Oriental bittersweet is a nonnative vine that is so invasive that it is on the Minnesota Department of Agriculture Prohibited-Eradicate List. The vine looks very similar to the native American bittersweet (*Celastrus scandens*). Oriental bittersweet is a prolific seed producer. In addition, it vines on anything that it can climb on, typically wrapping around and girdling trees or creating so much vine mass in the tree canopy that the tree canopy breaks apart or the whole tree falls down. Although no large vines were observed at the Project Area, one small plant was observed along the shoreline. Regular monitoring for invasive species at the Project Area should include watching for oriental bittersweet. This is another fleshy-fruited species,

like buckthorn, that is likely to be bird-dispersed to the site periodically. Early detection is very important for this species. Once detected, seedlings can be hand-pulled or foliar sprayed. If vines remain undetected long enough to produce large woody vining stems, it can be controlled by cutting the vines close to the ground and treating cut surfaces of both the stem stump with roots and cut surface of the aerial stem with an herbicide such as glyphosate or triclopyr.

Russian Thistle

Russian thistle is an annual, nonnative plant that can overtake dry open plant communities and degrade wildlife habitat. It is usually symptomatic of past or ongoing disturbances that prevent perennial vegetation from establishing. As noted earlier, Russian thistle is prevalent in areas that were formerly fairways, greens, or sand traps, creating nearly continuous cover. Fortunately it has a very short-lived soil seedbank and does not seem to persist or compete well with perennial native prairie vegetation. As such, the recommended strategy for this species at the Project Area is to prevent seed production and exhaust the soil seedbank while establishing native Dry Barrens Oak Savanna groundlayer cover. Mowing should be timed to prevent seed production. If seedbank recruitment the following growing season appears to create cover that may suppress the establishment of seeded native grasses, despite grow-in maintenance mowing, a foliar application of triclopyr or 2,4-D is recommended to reduce competition. Herbicide applications are typically not recommended for control of annual plants that can be managed through mowing to prevent seed production. A field assessment by an ecologist may be needed to gauge the degree to which seeded natives are establishing and whether Russian thistle cover appears to be a significant factor inhibiting establishment during the grow-in maintenance stage of restoration.



Example of Russian thistle that has senesced (in the foreground)

Spotted Knapweed

Knapweeds (*Centaurea* spp.) are invasive plants that can overtake grasslands and prairies, increase erosion and water runoff, and reduce wildlife habitat quality. There are four species of knapweeds in the upper Midwest: spotted knapweed (*C. stoebe*), diffuse knapweed (*C. diffusa*), meadow knapweed (*C. x moncktonii*), and brown knapweed (*C. jacea*). Spotted knapweed is the species present at the Project Area. It was primarily noted during the October 2022 field survey in areas with native dry prairie species in the north-central portion of the Project Area, and infrequently within areas that were formerly golf course features.

Spotted knapweeds vary from biennial to short-lived perennial lifespans in Minnesota. Seedlings emerge throughout the growing season and form rosettes. The rosettes send up flowering stalks, and the flowers produce many seeds that can remain viable in the soil for about 5 years or so.

Hand-pulling can be effective for very small infestations, as long as the entire taproot is removed. This may be an appropriate control strategy at the Project Area after the current infestation has been reduced through spot treatments. Protective clothing and gloves should be worn if hand pulling, as these species produce chemicals that can cause dermatitis. Mowing does not control the plant and should be avoided after seed set to prevent seed spread by equipment. Small infestations can be spot treated with herbicide applied to rosettes in spring or fall.

More information about invasive knapweeds can be found at the following weblink below:

<http://www.mda.state.mn.us/plants/pestmanagement/weedcontrol/noxiouslist/spottedknapweed.aspx>

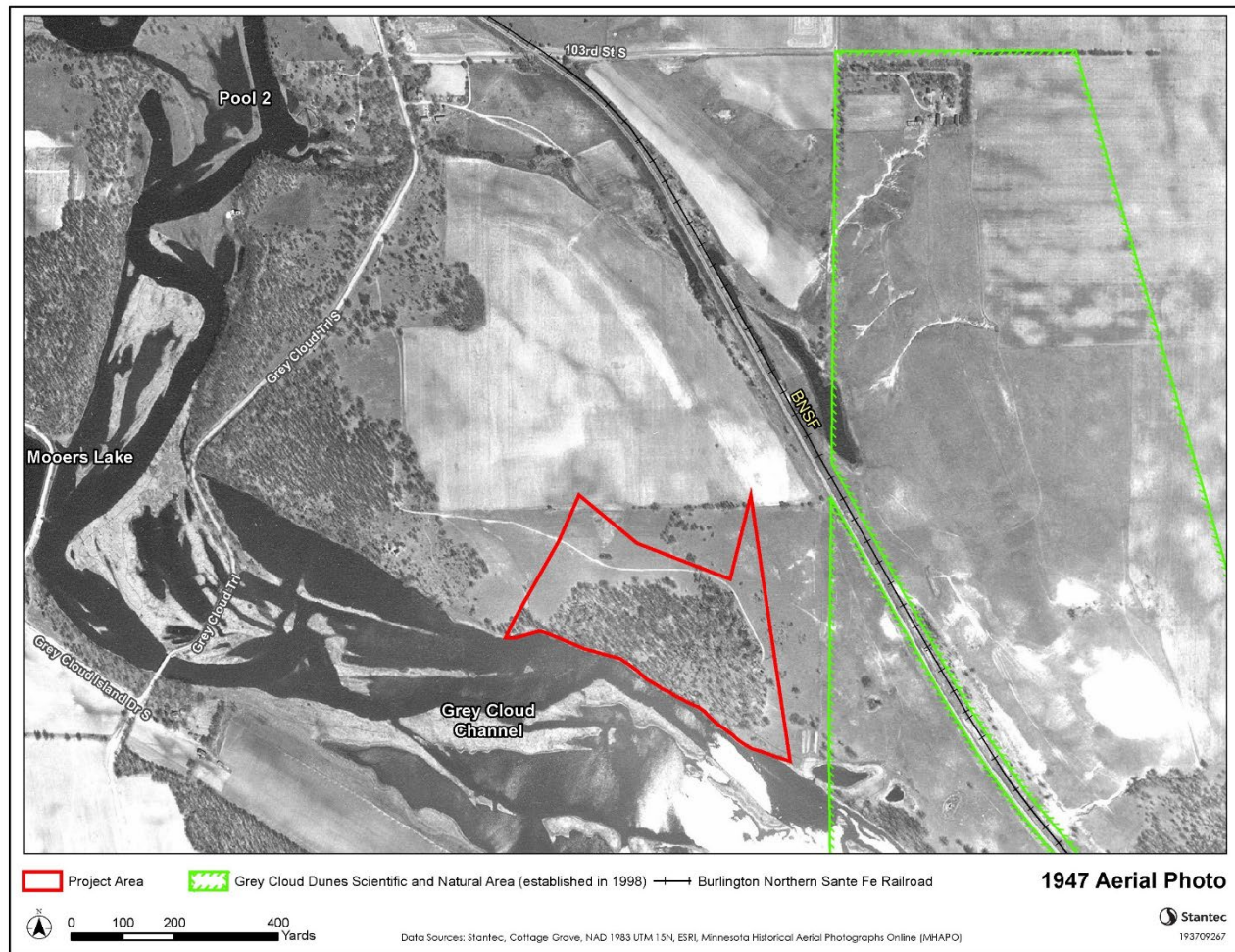
Reed Canary Grass

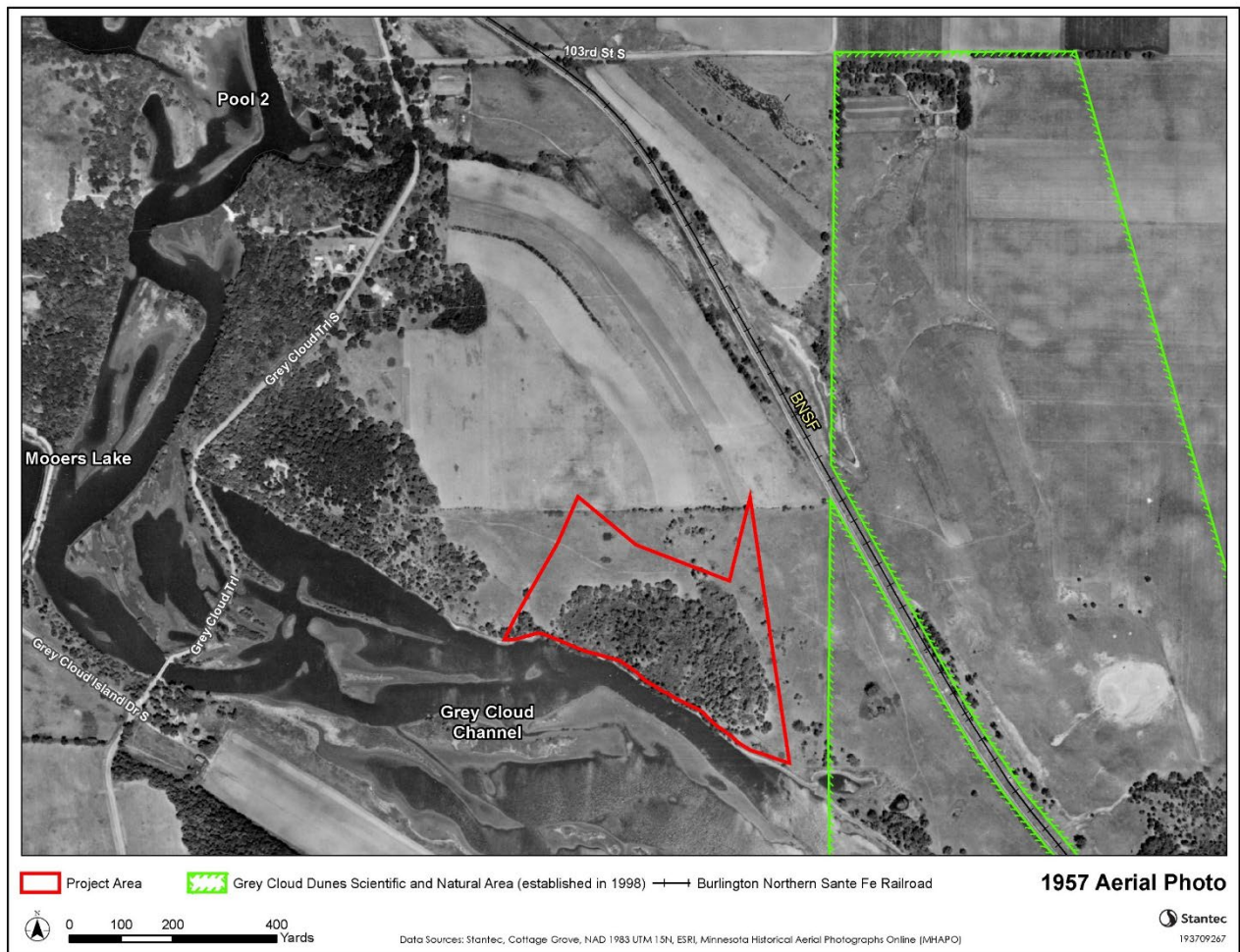
Reed canary grass is present occasionally along the shoreline. The goals for this species at the Project Area are containment and suppression. In stands of reed canary grass along the shoreline where native species are present, spot-treatment of new spring growth with an aquatic-approved formulation of glyphosate such as Rodeo™ may be used. Be prepared to monitor the treatment areas and repeat herbicide applications for several years.

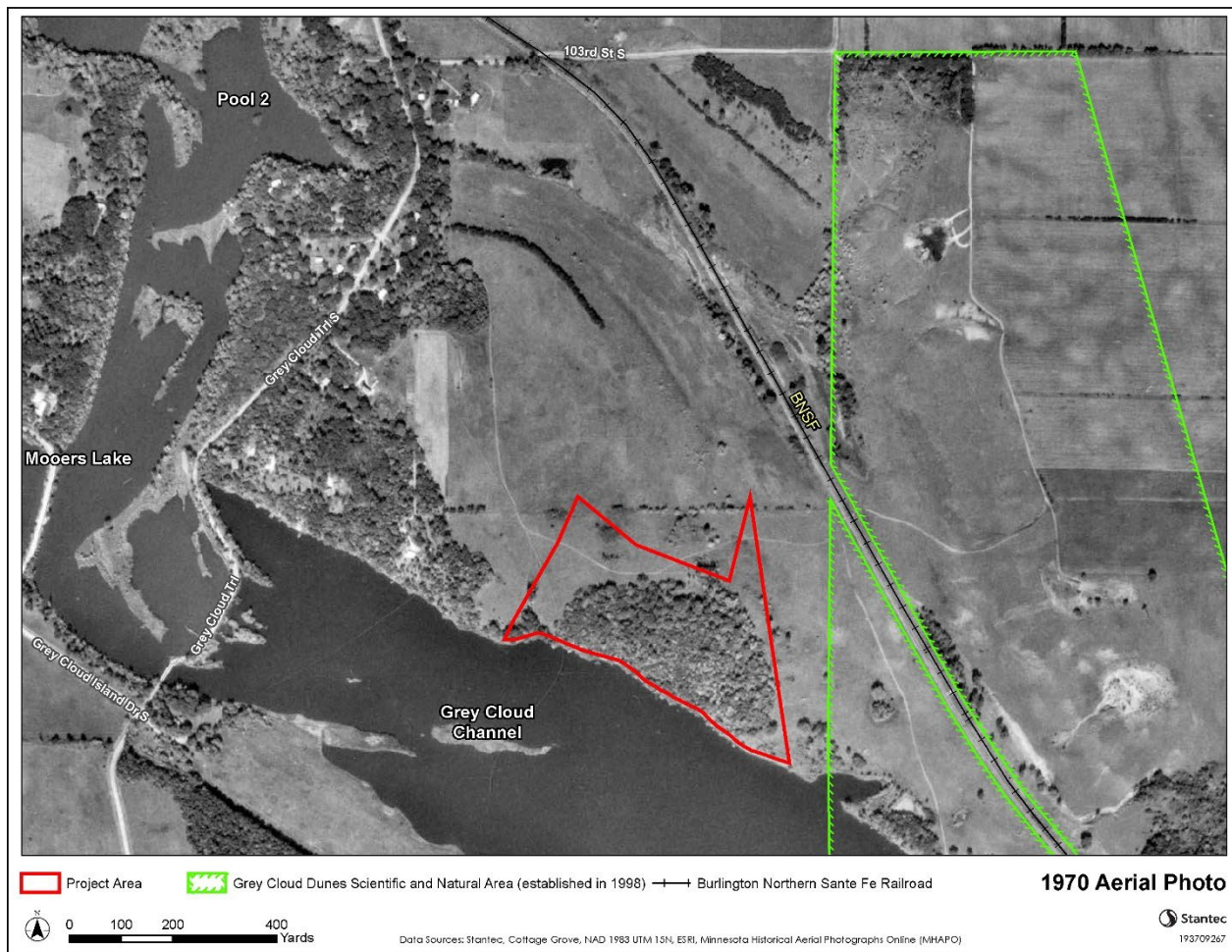
More information about reed canary grass control can be found at the weblink below:

<https://www.dnr.state.mn.us/invasives/terrestrialplants/grasses/reedcanarygrass.html>

APPENDIX C Additional Historic Aerial Photo Maps









City Council Action Request

7.I.

Meeting Date 8/2/2023

Department Public Works

Agenda Category Action Item

Title Oakwood Park Final Payment

Staff Recommendation Adopt Resolution 2023-103 approving the final payment in the amount of \$34,962.90 to Pember Companies, Inc. for the Oakwood Park Improvements Project.

Budget Implication \$34,962.90 - MN DNR Outdoor Recreation Grant, Park Trust Fund, Utility Fund

Attachments

1.	Oakwood Park Final Payment Letter
2.	Oakwood Park Final Request for Payment
3.	Oakwood Park Final Payment Resolution



Real People. Real Solutions.

3507 High Point Dr. N
Bldg. 1 Suite E130
Oakdale, MN 55128

Ph: [651] 704-9970
Fax: [651] 704-9971
Bolton-Menk.com

July 25, 2023

Amanda Meyer, PE
City Engineer
City of Cottage Grove
12800 Ravine Parkway South
Cottage Grove, MN 55016

RE: Contractor's Pay Request No. 5 and Final
Oakwood Park Improvements

Dear Mrs. Meyer:

Attached is the signed copy of the Contractors Pay Request No. 5 and Final for the Oakwood Park Improvements project. Also included are the IC 134 forms and Lien Waivers as submitted by the Contractor. The Contractor for this project is Pember Companies, Inc.

REVIEW OF PROJECT HISTORY

The contractor began this project in the beginning of August 2021 and the project was substantially completed by November 2021. The contractor returned in 2022 and 2023 to complete the remaining punch list work.

CONSTRUCTION COST OVERVIEW

As indicated on the final request for payment, the original contract amount was \$520,346.00. There was a change order on the project that revised the contract amount to \$561,063.50. The final construction cost as shown is \$552,007.88, which is \$9,055.62 less than the revised contract amount.

RECOMMENDATION

Pember Companies, Inc. in accordance with the contract plans and specifications has satisfactorily completed the work. Therefore, it is recommended that final payment of \$34,962.90 be made and the City of Cottage Grove accept the project. After acceptance, please distribute all requests for payments as appropriate.

If you have any questions or require further information, please contact me.

Sincerely,
Bolton & Menk, Inc.

Andrew Olson, PE
Associate Project Engineer

Date: 7/19/2023

CONTRACTOR'S PAY REQUEST***Oakwood Park Improvements***

City of Cottage Grove, MN

BMI Project No. 0N1.123937

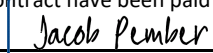
Pay Request No. 5 & FinalFor Period Ending: 5/5/2023

Original Contract Amount	\$520,346.00
Approved Change Orders	\$40,717.50
Revised Contract Amount	\$561,063.50
Completed Work to Date	\$552,007.88
Stored Materials on Hand	\$0.00
Sub-Total	\$552,007.88
Retained Percentage 0%	\$0.00
Deduction	\$0.00
Liquidated Damages	\$0.00
Total	\$552,007.88
Total Amount Paid on Previous Estimates	\$517,044.98
Amount Due Contractor This Pay Request	\$34,962.90

Certificate for Final Payment

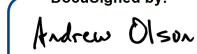
I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the amount for the Final Estimate, that the provisions of M. S. 290.92 have been complied with and that all claims against me by reason of the Contract have been paid or satisfactorily secured.

Pember Companies Inc.
N4449 469th Street
Menomonie, WI 54751

DocuSigned by:
 July 11, 2023
8E44C65BA4E144D... Signature Date
Jacob Pember **Project Manager**
 Name and Title

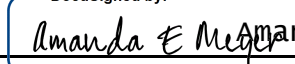
Checked and Approved as to
 Quantities and Amount:

Bolton & Menk, Inc.
3507 High Point Drive North Bldg. 1 Suite E130
Oakdale, MN 55128

DocuSigned by:
 July 12, 2023
8A97C4129306418... Signature Date
Andrew Olson **Project Engineer**
 Name and Title

Approved for Payment:

City of Cottage Grove, MN

DocuSigned by:
 Amanda E Meyer City Engineer July 13, 2023
8690690FA23448B... Name Title Date

Partial Pay Estimate No.: 5/Final

OAKWOOD PARK IMPROVEMENTS

CITY OF COTTAGE GROVE, MN

BMI PROJECT NO. 0N1.123937

WORK COMPLETED THROUGH MAY 5, 2023

ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE	
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
	BASE BID:							
	PART 1 - PARK IMPROVEMENTS							
1	MOBILIZATION	\$38,000.00	1.00 LS	\$38,000.00	0.90 LS	\$34,200.00	1.00 LS	\$38,000.00
2	TRAFFIC CONTROL	\$2,500.00	1.00 LS	\$2,500.00	0.90 LS	\$2,250.00	1.00 LS	\$2,500.00
3	CLEARING AND GRUBBING	\$1,100.00	2.00 EA	\$2,200.00	2.00 EA	\$2,200.00	2.00 EA	\$2,200.00
4	TREE PROTECTION FENCE	\$3.60	175.00 LF	\$630.00	175.00 LF	\$630.00	175.00 LF	\$630.00
5	SAWING BITUMINOUS PAVEMENT (STREET OR TRAIL) - FULL DEPTH	\$3.35	100.00 LF	\$335.00	100.00 LF	\$335.00	100.00 LF	\$335.00
6	REMOVE BITUMINOUS STREET PAVEMENT	\$7.50	66.00 SY	\$495.00	66.00 SY	\$495.00	66.00 SY	\$495.00
7	REMOVE BITUMINOUS TRAIL	\$7.75	105.00 SY	\$813.75	105.00 SY	\$813.75	105.00 SY	\$813.75
8	REMOVE CONCRETE SIDEWALK	\$1.75	75.00 SF	\$131.25	75.00 SF	\$131.25	75.00 SF	\$131.25
9	REMOVE CONCRETE CURB AND GUTTER	\$10.00	10.00 LF	\$100.00	10.00 LF	\$100.00	10.00 LF	\$100.00
10	REMOVE SIGN POST	\$50.00	2.00 EA	\$100.00	2.00 EA	\$100.00	2.00 EA	\$100.00
11	SALVAGE AND REINSTALL SIGNS	\$175.00	4.00 EA	\$700.00	4.00 EA	\$700.00	4.00 EA	\$700.00
12	SALVAGE AND REINSTALL TRASH BARREL	\$85.00	2.00 EA	\$170.00	2.00 EA	\$170.00	2.00 EA	\$170.00
13	EXCAVATION - COMMON (EV)	\$32.00	650.00 CY	\$20,800.00	689.04 CY	\$22,049.28	689.04 CY	\$22,049.28
14	COMMON EMBANKMENT (CV)	\$30.00	520.00 CY	\$15,600.00	520.00 CY	\$15,600.00	520.00 CY	\$15,600.00
15	SALVAGE AND REINSTALL RECLAIMED MATERIAL	\$50.00	80.00 CY	\$4,000.00	80.00 CY	\$4,000.00	80.00 CY	\$4,000.00
16	EXCAVATION - SUBGRADE (EV) - TRAIL AND SIDEWALK	\$52.00	40.00 CY	\$2,080.00	26.00 CY	\$1,352.00	26.00 CY	\$1,352.00
17	HAUL EXCESS RECLAIM MATERIAL OFFSITE	\$13.00	350.00 CY	\$4,550.00	350.00 CY	\$4,550.00	350.00 CY	\$4,550.00
18	FINISH GRADING - STREET	\$2.20	2625.00 SY	\$5,775.00	2625.00 SY	\$5,775.00	2625.00 SY	\$5,775.00
19	FULL DEPTH RECLAMATION (8")	\$1.50	2910.00 SY	\$4,365.00	2910.00 SY	\$4,365.00	2910.00 SY	\$4,365.00
20	BITUMINOUS MATERIAL FOR TACK COAT	\$2.15	200.00 GAL	\$430.00	110.00 GAL	\$236.50	110.00 GAL	\$236.50
21	TYPE SP 9.5 LOWER WEARING COURSE MIXTURE (3,F)	\$90.15	340.00 TN	\$30,651.00	311.19 TN	\$28,053.78	311.19 TN	\$28,053.78
22	TYPE SP 9.5 UPPER WEARING COURSE MIXTURE SPECIAL (3,F)	\$90.15	255.00 TN	\$22,988.25	255.15 TN	\$23,001.77	255.15 TN	\$23,001.77
23	PATCH BITUMINOUS STREET	\$90.65	66.00 SY	\$5,982.90	66.00 SY	\$5,982.90	66.00 SY	\$5,982.90
24	6 INCH THICK CONCRETE SIDEWALK	\$64.10	330.00 SY	\$21,153.00	290.00 SY	\$18,589.00	290.00 SY	\$18,589.00
25	6 INCH THICK CONCRETE FLUME	\$8.60	35.00 SF	\$301.00	35.00 SF	\$301.00	35.00 SF	\$301.00
26	6 INCH CONCRETE HYDRANT ACCESS PAD	\$8.10	20.00 SF	\$162.00	SF	\$0.00	SF	\$0.00
27	6 INCH CONCRETE PEDESTRAIN CURB RAMP	\$8.05	300.00 SF	\$2,415.00	300.00 SF	\$2,415.00	300.00 SF	\$2,415.00
28	TRUNCATED DOME PANEL	\$44.00	36.00 SF	\$1,584.00	36.00 SF	\$1,584.00	36.00 SF	\$1,584.00
29	CONCRETE CURB AND GUTTER DESIGN B618	\$19.50	925.00 LF	\$18,037.50	925.00 LF	\$18,037.50	925.00 LF	\$18,037.50
30	CONCRETE CURB - PLAY CONTAINER	\$32.85	275.00 LF	\$9,033.75	265.00 LF	\$8,705.25	265.00 LF	\$8,705.25
31	LIMESTONE BOULDER	\$830.00	21.00 EA	\$17,430.00	21.00 EA	\$17,430.00	21.00 EA	\$17,430.00
32	PARK BENCH & CONCRETE PAD	\$2,100.00	1.00 EA	\$2,100.00	EA	\$0.00	1.00 EA	\$2,100.00
33	TRASH CAN AND CONCRETE PAD	\$1,600.00	1.00 EA	\$1,600.00	EA	\$0.00	1.00 EA	\$1,600.00
34	SILT FENCE, TYPE MACHINE SLICED	\$2.00	1320.00 LF	\$2,640.00	1320.00 LF	\$2,640.00	1320.00 LF	\$2,640.00
35	STORM DRAIN INLET PROTECTION (ERO -9)	\$130.00	2.00 EA	\$260.00	2.00 EA	\$260.00	2.00 EA	\$260.00
36	DITCH CHECK - BIOLOG PER STANDARD DETAIL ERO-11	\$3.35	100.00 LF	\$335.00	100.00 LF	\$335.00	100.00 LF	\$335.00
37	STREET SWEEPER WITH OPERATOR	\$130.00	10.00 HR	\$1,300.00	0.25 HR	\$32.50	0.25 HR	\$32.50
38	SKIDSTEER (BOBCAT) WITH OPERATOR	\$125.00	10.00 HR	\$1,250.00	HR	\$0.00	HR	\$0.00
39	SEEDING (SEED MIXTURE 25-141)	\$8.50	260.00 LB	\$2,210.00	260.00 LB	\$2,210.00	260.00 LB	\$2,210.00
40	SEEDING (SEED MIXTURE 25-151)	\$17.00	220.00 LB	\$3,740.00	220.00 LB	\$3,740.00	220.00 LB	\$3,740.00
41	EROSION CONTROL BLANKET, INCL FERTILIZER	\$1.90	2700.00 SY	\$5,130.00	2950.00 SY	\$5,605.00	2950.00 SY	\$5,605.00
42	HYDRAULIC MULCH MATRIX, INCL FERTILIZER	\$1.10	1150.00 SY	\$1,265.00	1150.00 SY	\$1,265.00	1150.00 SY	\$1,265.00
43	APPLICATION OF WATER FOR TURF ESTABLISHMENT	\$85.00	50.00 MG	\$4,250.00	MG	\$0.00	MG	\$0.00
44	TURF REINFORCEMENT MAT	\$32.00	50.00 SY	\$1,600.00	50.00 SY	\$1,600.00	50.00 SY	\$1,600.00
45	REMOVE EXISTING LIGHT BASE	\$785.00	2.00 EA	\$1,570.00	2.00 EA	\$1,570.00	2.00 EA	\$1,570.00
46	INSTALL LED LUMINAIRE	\$215.00	4.00 EA	\$860.00	3.00 EA	\$645.00	3.00 EA	\$645.00
47	REMOVE UNDERGROUND WIRES	\$2.15	530.00 LF	\$1,139.50	530.00 LF	\$1,139.50	530.00 LF	\$1,139.50
48	SALVAGE AND REINSTALL LIGHT POLE	\$410.00	2.00 EA	\$820.00	1.00 EA	\$410.00	1.00 EA	\$410.00
49	UNDERGROUND WIRE 1 C/6 AWG	\$2.90	850.00 LF	\$2,465.00	LF	\$0.00	LF	\$0.00
50	UNDERGROUND WIRE 1 C/8 GROUND	\$2.45	425.00 LF	\$1,041.25	1860.00 LF	\$4,557.00	1860.00 LF	\$4,557.00
51	1.5" NON METALLIC CONDUIT	\$7.70	478.00 LF	\$3,680.60	540.00 LF	\$4,158.00	540.00 LF	\$4,158.00
52	2" NON METALLIC CONDUIT	\$16.00	50.00 LF	\$800.00	LF	\$0.00	LF	\$0.00
53	LIGHT BASE TYPE P	\$900.00	3.00 EA	\$2,700.00	3.74 EA	\$3,366.00	3.74 EA	\$3,366.00
54	INSTALL LIGHT POLE	\$850.00	1.00 EA	\$850.00	2.00 EA	\$1,700.00	2.00 EA	\$1,700.00
55	12" SOLID LINE WHITE PAINT OR PREFORM - CROSSWALK	\$23.35	60.00 LF	\$1,401.00	48.00 LF	\$1,120.80	48.00 LF	\$1,120.80
56	4" SOLID LINE WHITE PAINT	\$0.85	1275.00 LF	\$1,083.75	1123.00 LF	\$954.55	1123.00 LF	\$954.55

Partial Pay Estimate No.: 5/Final

OAKWOOD PARK IMPROVEMENTS

CITY OF COTTAGE GROVE, MN

BMI PROJECT NO. 0N1.123937

WORK COMPLETED THROUGH MAY 5, 2023

ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE	
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
57	PAVEMENT SYMBOL PAINT	\$80.00	2.00	EA \$160.00	2.00	EA \$160.00	2.00	EA \$160.00
58	SIGN PANELS, TYPE C	\$105.00	12.00	SF \$1,260.00	16.94	SF \$1,778.70	16.94	SF \$1,778.70
TOTAL PART 1 - PARK IMPROVEMENTS				\$281,024.50		\$263,400.03		\$271,150.03
PART 2 - SANITARY SEWER								
59	6" HDPE DR 11 SANITARY SEWER PIPE (HDD)	\$80.00	265.00	LF \$21,200.00	265.00	LF \$21,200.00	265.00	LF \$21,200.00
60	2" HDPE SIDR-7 SANITARY SEWER PIPE (HDD)	\$34.00	407.00	LF \$13,838.00	407.00	LF \$13,838.00	407.00	LF \$13,838.00
61	DUPLEX GRINDER PUMP STATION	\$38,125.00	1.00	LS \$38,125.00	1.00	LS \$38,125.00	1.00	LS \$38,125.00
62	CONNECT TO EXISTING MANHOLE	\$5,000.00	1.00	EA \$5,000.00	1.00	EA \$5,000.00	1.00	EA \$5,000.00
63	6" PVC SANITARY SERVICE, SCH 40	\$100.00	10.00	LF \$1,000.00	10.00	LF \$1,000.00	10.00	LF \$1,000.00
64	4" DIAMETER SANITARY SEWER MANHOLE	\$835.00	8.00	LF \$6,680.00	8.00	LF \$6,680.00	8.00	LF \$6,680.00
65	TELEVIEW SANITARY SEWER	\$3.00	265.00	LF \$795.00	265.00	LF \$795.00	265.00	LF \$795.00
TOTAL PART 2 - SANITARY SEWER				\$86,638.00		\$86,638.00		\$86,638.00
PART 3 - WATERMAIN								
66	6" WATER MAIN DUCTILE IRON CL. 52, INCL POLY WRAP	\$58.15	490.00	LF \$28,493.50	490.00	LF \$28,493.50	490.00	LF \$28,493.50
67	6" GATE VALVE AND BOX	\$1,660.00	5.00	EA \$8,300.00	5.00	EA \$8,300.00	5.00	EA \$8,300.00
68	HYDRANT	\$5,050.00	2.00	EA \$10,100.00	2.00	EA \$10,100.00	2.00	EA \$10,100.00
69	DUCTILE IRON FITTINGS	\$15.45	250.00	LB \$3,862.50	303.00	LB \$4,681.35	303.00	LB \$4,681.35
70	CONNECT TO EXISTING 6" WATERMAIN	\$1,870.00	1.00	EA \$1,870.00	1.00	EA \$1,870.00	1.00	EA \$1,870.00
71	1" TYPE K COPPER WATER SERVICE	\$49.50	25.00	LF \$1,237.50	25.00	LF \$1,237.50	25.00	LF \$1,237.50
72	1" CORPORATION STOP	\$195.00	1.00	EA \$195.00	1.00	EA \$195.00	1.00	EA \$195.00
73	1" CURB STOP & BOX	\$325.00	1.00	EA \$325.00	1.00	EA \$325.00	1.00	EA \$325.00
TOTAL PART 3 - WATERMAIN				\$54,383.50		\$55,202.35		\$55,202.35
ALTERNATE NO. 1								
74	CONCRETE STEPS	\$290.00	185.00	SF \$53,650.00	185.00	SF \$53,650.00	185.00	SF \$53,650.00
75	6 INCH CONCRETE STAIR LANDING	\$6.50	605.00	SF \$3,932.50	605.00	SF \$3,932.50	605.00	SF \$3,932.50
76	PIPE RAIL	\$133.50	305.00	LF \$40,717.50	305.00	LF \$40,717.50	305.00	LF \$40,717.50
TOTAL ALTERNATE NO. 1				\$98,300.00		\$98,300.00		\$98,300.00
TOTAL BASE BID + ALTERNATE NO. 1				\$520,346.00		\$503,540.38		\$511,290.38
CHANGE ORDER NO. 1								
1	PIPE RAIL	\$133.50	305.00	LF \$40,717.50	305.00	LF \$40,717.50	305.00	LF \$40,717.50
TOTAL CHANGE ORDER NO. 1				\$40,717.50		\$40,717.50		\$40,717.50
TOTAL BASE BID, ALTERNATE & CHANGE ORDER:				\$561,063.50		\$544,257.88		\$552,007.88

CITY OF COTTAGE GROVE
CITY COUNCIL
RESOLUTION NO. 2023-103

**RESOLUTION APPROVING THE FINAL PAYMENT IN THE
AMOUNT OF \$34,962.90 TO PEMBER COMPANIES, INC.
FOR THE OAKWOOD PARK IMPROVEMENTS PROJECT**

WHEREAS, the City Engineer has certified that work has been satisfactorily completed; and

WHEREAS, the original total contract amount was \$520,346.00 and the revised total contract amount was \$561,063.50. The final construction cost was \$552,007.88, which is \$9,055.62 less than the revised contract amount; and

WHEREAS, the project has been satisfactorily completed in accordance with the contract plans and specifications.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, that \$34,962.90 is paid to Pember Companies, Inc. for the final payment for the Oakwood Park Improvements Project.

Passed this 2nd day of August, 2023.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



City Council Action Request

7.J.

Meeting Date 8/2/2023

Department Public Works

Agenda Category Action Item

Title Streetlight Service Agreement

Staff Recommendation Approve the Service Agreement with Collins Electrical for street lighting work and emergency repair response.

Budget Implication Funds are budgeted out of the streetlight enterprise fund up to \$172,000 per year.

Attachments

1.	Streetlight Service Agreement Memo
2.	Service Agreement Collins Electrical 7-26-23

TO: Honorable Mayor and City Council
Jennifer Levitt, City Administrator

FROM: Ryan Burfeind, Public Works Director
Rick Alt, Utilities Superintendent

DATE: July 25, 2023

RE: Service Agreement with Collins Electrical for Street Lighting Work

Background/Discussion

For over 25 years, the city has been using LPD Electric to complete streetlight work that we cannot perform due to lack of equipment. This work includes installing larger style of streetlight poles, (concrete, 30', both aluminum and decorative, and 20' aluminum poles) due to knockdowns. Other assistance includes, relocating light bases, pouring new bases, and drilling replacement wiring/conduit when necessary. The owner of LPD Electric has retired and the company is no longer available to do this type of work. It is important for the City to have an electrical contractor under contract to be able to respond, especially in emergency situations. Staff collected quotes from Collins Electrical and Killmer Electric. Rates are based on equipment rental fees and electrician classification. Collins Electrical provided the lowest quote. Collins Electric has an extensive work history in Cottage Grove and has a service agreement with Washington County as well.

Contractor	Base Rate	Overtime	Weekend/Holiday
Collins Electrical	\$112.00	\$158.00	\$204.00
Killmer Electric	\$125.00	\$187.50	\$250.00

Budget

Each year funds are budgeted out of the streetlight enterprise fund for street light repairs and emergency work in the amount of \$172,000.

Recommendation

Approve the Service Agreement with Collins Electrical for street lighting work and emergency repair response.

Attachments

Service Agreement with Collins Electrical

AGREEMENT FOR SERVICES
Street Lighting Work and Services

THIS AGREEMENT (“Agreement”) is made and executed this 2nd day of August 2023, (“Effective Date”) by and between the City of Cottage Grove, 12800 Ravine Parkway, Cottage Grove, Minnesota 55016, and Collins Electric + Technology, 278 State Street, Saint Paul, Minnesota 55107.

WHEREAS, the City has accepted the proposal of the Contractor for certain Services; and

WHEREAS, Contractor desires to perform the Services for the City under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual consideration contained herein, it is hereby agreed as follows:

1. SERVICES.

- a. City agrees to engage Contractor as an independent contractor for the purpose of performing certain Services (“Services”), on an as-needed basis, as requested by the City’s designated representative identified in Section 10 and as further defined in the following documents:
 - i. A proposal dated June 14, 2023, incorporated herein as Exhibit A;

(Hereinafter “Exhibit.”) Where terms and conditions of this Agreement and those terms and conditions included in the Exhibit specifically conflict, the terms of this Agreement shall apply.
- b. Contractor covenants and agrees to provide Services to the satisfaction of the City in a timely fashion, as set forth in the Exhibit, subject to Section 9 of this Agreement.
- c. Contractor agrees to comply with all federal, state, and local laws and ordinances applicable to the Services to be performed under this Agreement, including all safety standards. The Contractor shall be solely and completely responsible for conditions of the job site, including the safety of all persons and property during the performance of the Services. The Contractor represents and warrants that it has the requisite training, skills, and experience necessary to provide the Services and is appropriately licensed and has obtained all permits from all applicable agencies and governmental entities.

2. PAYMENT.

- a. City agrees to pay the Contractor per service request pursuant to the fees on Exhibit A, and the Contractor agrees to receive and accept payment for Services as set forth in the Exhibit.
- b. Any changes in the scope of the work of the Services that may result in an increase to the compensation due the Contractor shall require prior written approval by the authorized representative of the City or by the City Council. The City will not pay additional compensation for Services that do not have prior written authorization.
- c. Contractor shall submit itemized bills for Services provided to City on a monthly basis. Bills submitted shall be paid in the same manner as other claims made to City.
- d. Prior to payment, the Contractor will submit evidence that all payrolls, material bills, subcontractors and other indebtedness connected with the Services have been paid as required by the City.

3. TERM. The term of this Agreement commences on the Effective Date and may be terminated pursuant to Section 5.

4. BONDS. If the Services provided by Contractor as set forth in the Exhibit and this Agreement exceeds \$100,000, Contractor shall furnish performance and payments bonds covering faithful performance of all the Contractor's obligations, including without limitation warranty obligations, and of all payment of obligations arising under this Agreement. The bonds shall each be issued in an amount equal to 100% of the stipulated sum identified in Section 2 of this Agreement.

5. TERMINATION AND REMEDIES.

- a. Termination for Convenience. This Agreement may be terminated by either party upon 30 days' written notice delivered to the other party at the addresses listed in Section 15 of this Agreement. Upon termination under this provision, if there is no default by the Contractor, Contractor shall be paid for Services rendered and reimbursable expenses through the effective date of termination.
- b. Termination Due to Default. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure that is acceptable to the other party.

c. Remedies. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Agreement by the Contractor. The City may, in such event:

- i. Withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City is determined.
- ii. Perform the Services, in which case, the Contractor shall within 30 days after written billing by the City, reimburse the City for any costs and expenses incurred by the City.

The rights or remedies provided for herein shall not limit the City, in case of any default by the Contractor, from asserting any other right or remedy allowed by law, equity, or by statute.

d. Upon termination of this Agreement, the Contractor shall furnish to the City copies or duplicate originals of all documents or memoranda prepared for the City not previously furnished.

6. SUBCONTRACTORS. Contractor shall not enter into subcontracts for any of the Services provided for in this Agreement without the express written consent of the City, unless specifically provided for in the Exhibit. The Contractor shall pay any subcontractor involved in the performance of this Agreement within the ten (10) days of the Contractor's receipt of payment by the City for undisputed services provided by the subcontractor.
7. STANDARD OF CARE. In performing its Services, Contractor will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the Services are provided.
8. INSPECTION OF WORK. All materials and workmanship will be subject to inspection, examination, and testing by the City, who will have the right to reject defective material and workmanship or require its correction.
9. DELAY IN PERFORMANCE. Neither City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Contractor under this Agreement. If such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Contractor will be entitled to payment for its reasonable additional charges, if any, due to the delay.

10. CITY'S REPRESENTATIVE. The City has designated Rick Alt to act as the City's representative with respect to the Services to be performed under this Agreement. He or she shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the Services covered by this Agreement. From time to time, the City's may designate an alternate representative, which shall be communicated to Contractor in a timely manner.

11. PROJECT MANAGER AND STAFFING. The Contractor has designated Jon Lawrence to be the primary contacts for the City in the performance of the Services. They shall be assisted by other staff members as necessary to facilitate the completion of the Services in accordance with the terms established herein. Contractor may not remove or replace these designated staff without the approval of the City.

12. INDEMNIFICATION.

- a. Contractor and City each agree to defend, indemnify, and hold harmless each other, its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Contractor and City, they shall be borne by each party in proportion to its own negligence.
- b. Contractor shall indemnify City against legal liability for damages arising out of claims by Contractor's employees or subcontractors, including all liens. City shall indemnify Contractor against legal liability for damages arising out of claims by City's employees or subcontractors.

13. INSURANCE. During the performance of the Services under this Agreement, Contractor shall maintain the following insurance:

- a. Commercial General Liability Insurance, with a limit of \$1,500,000 for any number of claims arising out of a single occurrence, pursuant to Minnesota Statutes, Section 466.04, or as may be amended;
- b. Workers' Compensation Insurance in accordance with statutory requirements.
- c. Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

Contractor shall furnish the City with certificates of insurance, which shall include a provision that such insurance shall not be canceled without written notice to the City. The City shall be named as an additional insured on the Commercial General Liability Insurance policy.

14. WARRANTIES. Contractor warrants and guarantees that title to all work, materials, and equipment covered by any invoice, will pass to City no later than the Completion Date. Contractor warrants that all work will be free from defects and that all materials will be new and of first quality. If within one (1) year after final payment any work or material is found to be defective, Contractor shall promptly, without cost to the City, correct such defect.

15. NOTICES. Notices shall be communicated to the following addresses:

If to City: City of Cottage Grove
12800 Ravine Parkway
Cottage Grove, MN 55016
Attention: Rick Alt

Or e-mailed: ralt@cottagegrovemn.gov

If to Contractor: Collins Electrical + Technology
278 State Street
St. Paul, MN 55107
Attention: Jon Lawrence

Or emailed: jlawrence@collinsmn.com

16. INDEPENDENT CONTRACTOR STATUS. All services provided by Contractor, its officers, agents and employees pursuant to this Agreement shall be provided as employees of Contractor or as independent contractors of Contractor and not as employees of the City for any purpose.

17. RESPONSIBLE CONTRACTOR.

- a. In accordance with Minnesota Statutes, Section 16C.285, Contractor is hereby advised that the City cannot award a construction contract in excess of \$50,000 unless Contractor is a “responsible contractor” as defined in Minnesota Statutes, Section 16C.285, subdivision 3. Contractor must complete a Responsible Contractor Certificate verifying compliance with the minimum criteria specified in Minnesota Statutes, Section 16C.285, subdivision 3, to be eligible to provide the Services outlined in this Agreement. A Responsible Contractor Certificate must be signed under oath by an owner or officer of Contractor. Contractor is responsible for obtaining the required verifications of compliance with Minnesota Statute, Section 16C.285, subdivision 3 from all subcontractors, using a form provided by the City. Contractor must submit signed verifications from subcontractors upon the City’s request.
- b. Contractor or subcontractor who does not meet the minimum criteria established in Minnesota Statutes, Section 16C.285, subdivision 3, or who fails to verify

compliance with the minimum requirements of this statute, will not be considered a “responsible contractor” and will be ineligible to provide the Services under this Agreement or otherwise work on the project in any capacity. Contractor and any subcontractor are advised that making any false statements verifying compliance with Minnesota Statutes, Section 16C.285 will render the Contractor or subcontractor ineligible to perform the Services of this Agreement and may result in termination of this Agreement by the City.

- c. Contractor shall not sublet, sell, transfer, delegate or assign the Services or any portion of the Services of this Agreement without abiding by the applicable provisions of the Minnesota Department of Transportation Standard Specifications for Construction, Section 1801.

18. GENERAL PROVISIONS.

- a. Assignment. This Agreement is not assignable without the mutual written agreement of the parties.
- b. Waiver. A waiver by either City or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party’s rights with respect to any other or further breach.
- c. Nondiscrimination. Contractor agrees that in the hiring of employees to perform Services under this Agreement, Contractor shall not discriminate against any person by reason of any characteristic protected by state or federal law.
- d. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota and any action must be venued in Washington County District Court.
- e. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both parties.
- f. Severability. If any term of this Agreement is found be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
- g. Data Practices Compliance. All data collected by the City pursuant to this Agreement shall be subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.
- h. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

CITY OF COTTAGE GROVE

By: _____
Myron A. Bailey, Mayor

By: _____
Tamara Anderson, City Clerk

CONTRACTOR

Signature: _____

Date: _____

Name: _____

Its: _____

Outdoor Electrical Services for the City of Cottage Grove

Attention: Rick Alt





Local Talent That Delivers

Based in St. Paul, Minnesota, Collins is a full-service electrical and technology contractor that helps discerning customers achieve the very best outcomes for their projects.

TOP TALENT. By staying local and safeguarding the well-being of our field teams, we're able to retain a deep bench of qualified manpower—*ensuring the very best teams arrive at your job site.*

EXPERIENCE YOU CAN COUNT ON. You'll find Collins work on display throughout the Twin Cities and beyond. From ongoing service contracts to build-outs of some of Minnesota's largest facilities, *Collins strives to exceed customer expectations on every project.*

OPTIMAL OUTCOMES. Because our roots in this community run deep, we take pride in our work and the success of your project, *resulting in positive on-site relations and better outcomes.*

Collins provides:

- ④ Preconstruction
- ④ Design Services
- ④ Electrical Construction
- ④ Service & Maintenance
- ④ Technology Systems

For the following industries:

- ④ Retail
- ④ Manufacturing
- ④ Multi-unit Housing
- ④ Outdoor
- ④ Power Generation
- ④ Medical
- ④ Institutional



OUTDOOR CAPABILITIES

- ④ Traffic Signal Systems
- ④ Roadway & Accent Lighting
- ④ Fiber Optics
- ④ Traffic Management/Intelligent Traffic Systems
- ④ Anti-Icing Systems
- ④ MnDOT, City and County Installations and Maintenance

NOTABLE PROJECT

MnDot, Lafayette Bridge



Collins provided installation of:

62 Roadway Rail Lights

LED Accent Lighting

Maintenance Lighting

Anti-Icing System &
TMS System for Camera Control

To learn more about our outdoor capabilities, contact Jon Lawrence at 651.255.0167 or JLawrence@collinsmn.com.

PROPOSAL FORM
Cost

A. Hourly Service Rates

	<u>Regular Time</u>		<u>Over Time</u>		<u>Double Time</u>	
Journeyman Electrician	\$	112.00 /hr	\$	158.00 /hr	\$	204.00 /hr
Foreman Electrician	\$	118.00 /hr	\$	167.00 /hr	\$	216.00 /hr
Apprentice	\$	100.00 /hr	\$	132.00 /hr	\$	167.00 /hr
Other classifications	\$	96.00 /hr	\$	136.00 /hr	\$	172.00 /hr

→ Equipment Operator

B. Describe days and times that constitute:

Regular Time:	6:00am - 4pm Monday - Friday
Over Time:	After 8 hrs and up to 12 hrs
Double Time:	After 12 hrs and weekends and holidays

C. Fees. Washington County will not be responsible for any fees not included in the Proposal Form. Describe how all fees will be assessed (i.e. Vehicle fee is assessed once per 8 hour occurrence multiple trips for the same repair will only incur one charge):

Equipment Rental fees, if any:	\$ See Attached List
Service Vehicle fees, if any:	\$ See Attached List
List other fees, if any:	\$ Electrical Permit Fees : Cost Plus 15%
	\$ Utility Company Fees : Cost Plus 10%
	\$ Electrical Design Fees \$125.00 /hr
	Project Management Fees \$125.00 /hr

D. Mark-Up

Cost mark-up: 15 %, (i.e., materials, equipment and supplies)
Identify additional mark-ups, if any: % Rental of Specialty Equipment Cost Plus 10%
%
%

Collins electrical equipment rate schedule 2023 for typical items we currently have that are used

Dump Trucks: \$45.00/hr

Digger/Derrick Truck: \$80.00/hr

Bucket Truck : \$75.00

Mini-Excavator up to KX057: \$75.00/hr

Pick Up/Utility Truck: \$20.00/hr

Skid loader: \$65/hr

Skid loader attachments: \$25/hr

Box truck: \$35/hr

Air Compressor up to 180cfm: \$25/hr

Trailers up to tandem axle: \$10.00/hr

Hot mix trailer: \$105.00/hr

Other items that may not be shown can be discussed to form a fair rate.



City Council Action Request

7.K.

Meeting Date 8/2/2023

Department Public Works

Agenda Category Action Item

Title Dodge Nature Center – Permanent Sanitary Sewer Easement; and Permanent Easement and Private Sanitary Service Maintenance Agreement for Sanitary Sewer Line

Staff Recommendation Approve the following with minor modifications by the City Attorney:
1. The Permanent Sanitary Sewer Easement by and between Dodge Nature Center, The Preserve of Cottage Grove, and the City of Cottage Grove. 2. The Permanent Easement and Private Sanitary Service Maintenance Agreement for Sanitary Sewer Line by and between Dodge Nature Center, The Preserve of Cottage Grove, and the City of Cottage Grove.

Budget Implication N/A

Attachments

1.	Dodge Nature Center Easements CC Memo
2.	Dodge Nature Center - Permanent Sanitary Sewer Easement
3.	Dodge Nature Center - Permanent Easement and Maintenance Agreement

TO: Honorable Mayor and City Council
Jennifer Levitt, City Administrator

FROM: Joe Fox, Project Engineer

DATE: July 28, 2023

RE: Dodge Nature Center – Permanent Sanitary Sewer Easement; and Permanent Easement and Private Sanitary Service Maintenance Agreement for Sanitary Sewer Line

Background

Dodge Nature Center is working on connecting to city sewer and water at their Shepard Farm property at Jamaica Avenue and 70th Street in Cottage Grove. Their water service will connect to a city main in Jamaica Avenue. For the sanitary service, they will connect to a city manhole in 67th Street Court. On the south side of 67th Street Court is an outlot owned by The Preserve at Cottage Grove Homeowners Association. The utility contractor will bore under this landscaped outlot in order to make the sanitary connection.

Discussion

Two documents are required for this project, and both are signed by the City of Cottage Grove, Dodge Nature Center, and The Preserve at Cottage Grove HOA. The first, Permanent Sanitary Sewer Easement, establishes a city easement over two areas for the boring of sanitary sewer pipe. The second document, Permanent Easement and Private Sanitary Service Maintenance Agreement for Sanitary Sewer Line, extends over the same area as was covered in the easement document, and it gives Dodge Nature Center the right to use the city easement for their private sanitary service and stipulates that Dodge Nature Center will maintain the sewer line in perpetuity.

Recommendation

That the City Council approve the following with minor modifications by the City Attorney:

1. The Permanent Sanitary Sewer Easement by and between Dodge Nature Center, The Preserve of Cottage Grove, and the City of Cottage Grove.
2. The Permanent Easement and Private Sanitary Service Maintenance Agreement for Sanitary Sewer Line by and between Dodge Nature Center, The Preserve of Cottage Grove, and the City of Cottage Grove.

PERMANENT SANITARY SEWER EASEMENT

THIS PERMANENT SANITARY SEWER EASEMENT (“Easement”) is made, granted and conveyed this _____ day of _____, 2023 (“Effective Date”), by and between Thomas Irvine Dodge Nature Center, a Minnesota nonprofit corporation (“Dodge Nature Center”), and The Preserve at Cottage Grove Association, a Minnesota nonprofit corporation (“The Preserve”) (collectively “Landowner”), and the City of Cottage Grove, a Minnesota municipal corporation (“City”), for and in consideration of One and no/100 Dollars (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged.

PROPERTY DESCRIPTION

Dodge Nature Center owns real property in Washington County, Minnesota, legally described as follows:

The Westerly 510.08 feet of the Southwest Quarter of the Southwest Quarter of Section 3, Township 27, Range 21

Abstract Property
PID: 03.027.21.33.0002

(“Dodge Nature Center’s Property”).

The Preserve owns real property in Washington County, Minnesota, legally described as follows:

Outlot A, The Preserve at Cottage Grove

Abstract Property
PID: 03.027.21.32.0005

(“The Preserve’s Property”).

Dodge Nature Center’s Property and The Preserve’s Property shall be collectively referred to hereinafter as “Landowner’s Property.”

PERMANENT EASEMENT DESCRIPTION

The Landowner does hereby grant and convey unto the City, its successors and assigns, forever the following:

A permanent easement for sanitary sewer purposes and all such purposes ancillary, incident or related thereto ("Permanent Easement") under, over, across, through and upon that real property legally described on Exhibit A and depicted on Exhibit B (the "Permanent Easement Area"), attached hereto and incorporated herein by reference.

The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any sanitary sewer, and all facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Area.

The Permanent Easement rights further include, but are not limited to, the right of ingress and egress over the Permanent Easement Area to access the Permanent Easement for the purposes of construction, maintenance, repair and replacement of any sanitary sewer, and all facilities and improvements ancillary, incident or related thereto.

EXEMPT FROM STATE DEED TAX

The rights of the City also include the right of the City, its contractors, agents and servants:

- (a) To enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of the Permanent Easement; and
- (b) To maintain the Permanent Easement Area, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- (c) To remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the utility pipes, conduits, mains and above ground and below ground drainage facilities and to deposit earthen material in and upon the Permanent Easement Area; and
- (d) To remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as the City may deem appropriate.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Permanent Easement Area or the Landowner's Property prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner or their successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statutes, Chapter 466.

The Landowner, for themselves and their successors and assigns, do hereby warrant to and covenant with the City, its successors and assigns, that they are well seized in fee of the Landowner's Property described above, the Permanent Easement Area described on Exhibit A and depicted on Exhibit B and have good right to grant and convey the Permanent Easement herein to the City.

This Easement is binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.

This Easement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

[The remainder of this page was intentionally left blank.]

IN TESTIMONY WHEREOF, the parties have caused this Easement to be executed as of the day and year first above written.

CITY:
CITY OF COTTAGE GROVE

By: _____
Myron Bailey, Mayor

By: _____
Tamara Anderson, City Clerk

STATE OF MINNESOTA)
) ss
COUNTY OF WASHINGTON)

On this _____ day of _____, 2023, before me a Notary Public within and for said County, personally appeared Myron Bailey and Tamara Anderson to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Cottage Grove, the municipality named in the foregoing instrument, and that the said instrument was signed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER:
THOMAS IRVINE DODGE NATURE CENTER

By: _____
Printed Name: _____
Title: _____

STATE OF MINNESOTA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____, the _____ of Thomas Irvine Dodge Nature Center, a Minnesota nonprofit corporation, on behalf of the nonprofit corporation.

Notary Public

**LANDOWNER:
THE PRESERVE AT COTTAGE GROVE ASSOCIATION**

By: _____
Printed Name: _____
Title: _____

STATE OF MINNESOTA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____, the _____ of The Preserve at Cottage Grove Association, a Minnesota nonprofit corporation, on behalf of the nonprofit corporation.

Notary Public

**This instrument drafted by
and after recording, please return to:**
Korine L. Land (#262432)
LeVander, Gillen & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
651-451-1831

EXHIBIT A
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

Legal description of Permanent Easement Area on The Preserve's Property:

A permanent public sewer easement over, under and across Outlot A, The Preserve at Cottage Grove.

Legal description of Permanent Easement Area on Dodge Nature Center's Property:

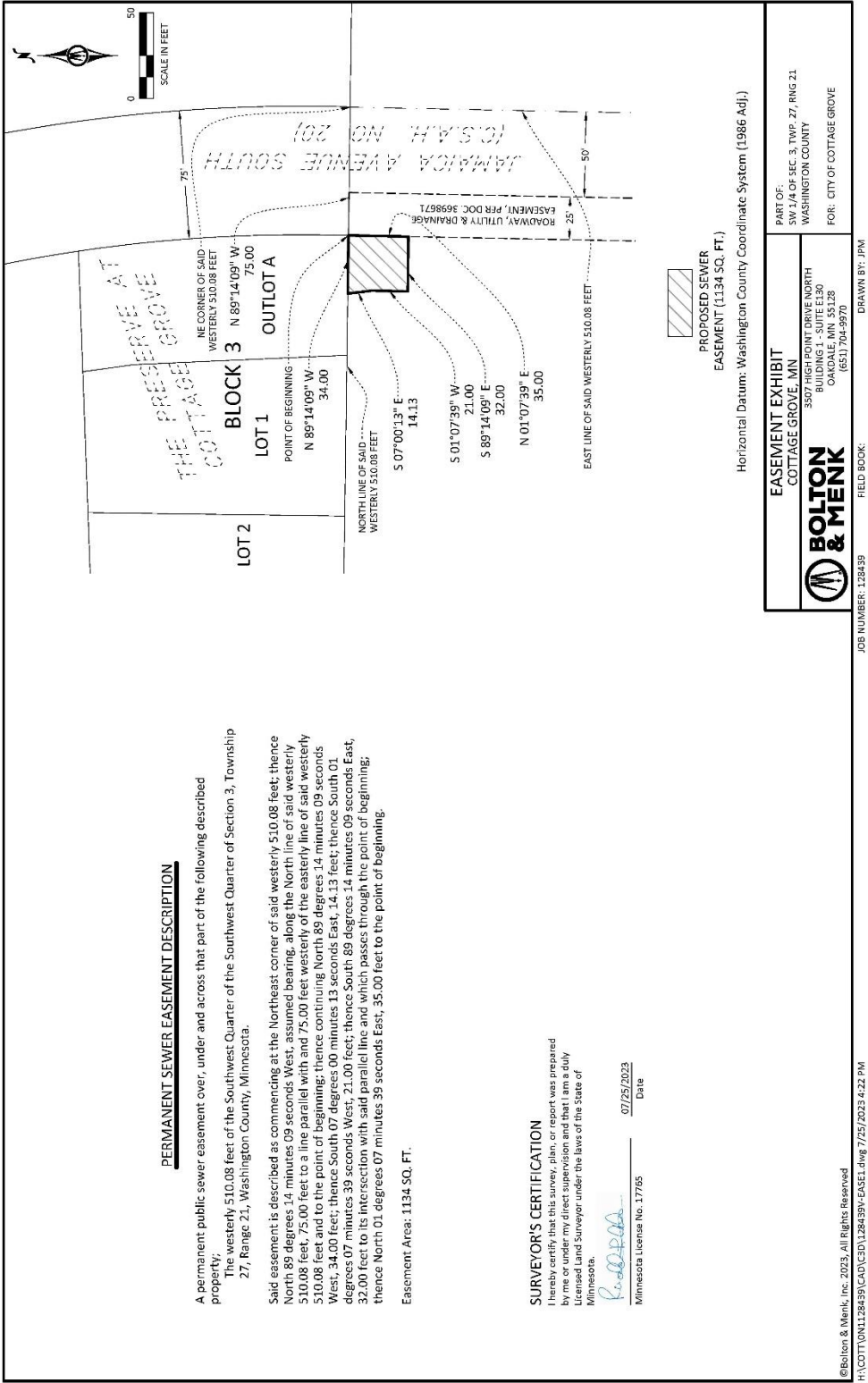
A permanent public sewer easement over, under and across that part of the following described property;

The westerly 510.08 feet of the Southwest Quarter of the Southwest Quarter of Section 3, Township 27, Range 21, Washington County, Minnesota.

Said easement is described as commencing at the Northeast corner of said westerly 510.08 feet; thence North 89 degrees 14 minutes 09 seconds West, assumed bearing, along the North line of said westerly 510.08 feet, 75.00 feet to a line parallel with and 75.00 feet westerly of the easterly line of said westerly 510.08 feet and to the point of beginning; thence continuing North 89 degrees 14 minutes 09 seconds West, 34.00 feet; thence South 07 degrees 00 minutes 13 seconds East, 14.13 feet; thence South 01 degrees 07 minutes 39 seconds West, 21.00 feet; thence South 89 degrees 14 minutes 09 seconds East, 32.00 feet to its intersection with said parallel line and which passes through the point of beginning; thence North 01 degrees 07 minutes 39 seconds East, 35.00 feet to the point of beginning.

EXHIBIT B
DEPICTION OF PERMANENT EASEMENT AREA

Depiction of Permanent Easement Area on Dodge Nature Center's Property:



**PERMANENT EASEMENT AND PRIVATE SANITARY SERVICE
MAINTENANCE AGREEMENT FOR SANITARY SEWER LINE**

THIS AGREEMENT (this “Agreement”) is entered into and effective this _____ day of _____, 2023 (“Effective Date”), by and between the City of Cottage Grove, a Minnesota municipal corporation (“City”), and Thomas Irvine Dodge Nature Center, a Minnesota nonprofit corporation (“Dodge Nature Center”), and The Preserve at Cottage Grove Association, a Minnesota nonprofit corporation (“The Preserve”).

WITNESSETH:

WHEREAS, The Preserve is the owner of certain real property in Washington County, Minnesota, legally described as follows:

Outlot A, The Preserve at Cottage Grove

Abstract Property
PID: 03.027.21.32.0005

(“The Preserve’s Property”); and

WHEREAS, Dodge Nature Center is the owner of certain real property in Washington County, Minnesota, legally described as follows:

The Westerly 510.08 feet of the Southwest Quarter of the Southwest Quarter of Section 3, Township 27, Range 21

Abstract Property
PID: 03.027.21.33.0002

(“Dodge Nature Center’s Property”); and

WHEREAS, Dodge Nature Center’s Property and The Preserve’s Property shall be collectively referred to hereinafter as the “Property;” and

WHEREAS, the City obtained certain rights to maintain a sanitary sewer easement identified in that certain Permanent Sanitary Sewer Easement dated _____ by and between Dodge Nature Center, The Preserve and the City, recorded as Document No. _____ in the Office of the Washington County Recorder (the “City Easement”), under, over, across, through and upon the “Permanent Easement Area” identified in the City Easement;

WHEREAS, The Preserve and City agree to Dodge Nature Center’s use of the Permanent Easement Area subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the promises exchanged herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties for themselves and their respective successors and assigns agree as follows:

1. City and The Preserve consent to Dodge Nature Center’s use of the Permanent Easement Area for purposes of the use and the maintenance of a private sewer line serving Dodge Nature Center’s Property.
2. Dodge Nature Center acknowledges that it has inspected the Permanent Easement Area and determined it to be suitable for the uses described in Section 1 above.
3. Dodge Nature Center’s Work in the Permanent Easement Area. Dodge Nature Center shall not conduct any work in the Permanent Easement Area unless Dodge Nature Center has received written approval from City and notice of the work has been provided to The Preserve.
 - a. As a condition of approval, Dodge Nature Center shall submit detailed plans of the work and a description of the work to the City. City’s approval of any work merely indicates the City’s consent to the proposed activities and does not constitute a representation or warranty concerning the suitability, prudence, effectiveness, or propriety of the proposed activities by Dodge Nature Center.
 - b. Dodge Nature Center agrees to reimburse City for the City’s reasonable expenses to review any request for work (including but not limited to costs for administrative review, engineering and field inspection).
 - c. Prior to commencing work, Dodge Nature Center shall designate a representative who will supervise the work, be present during all work, and be authorized to control and, if necessary, suspend the work.
 - d. Dodge Nature Center shall immediately suspend its work if requested by City. If suspension is required due to Dodge Nature Center’s failure to strictly comply with the terms of this Agreement or any of City’s conditions of approval for the work, upon such suspension the parties shall consult in an

effort to cure such noncompliance so that Dodge Nature Center may resume its activities.

- e. Dodge Nature Center shall, at its sole cost and risk, obtain all permits, consents or approvals required for its occupancy and use of the Permanent Easement Area.
 - f. Dodge Nature Center agrees that following completion of any work that it shall restore the Permanent Easement Area to as good or better condition than prior to the work being commenced.
4. City's Use of City Easement. City shall have the right, at any time and without liability or compensation to The Preserve or Dodge Nature Center, to use the City Easement to install, use, repair, maintain, relocate or remove City's improvements that presently exist or may in the future be located within the City Easement. The City is responsible for the routine repair and maintenance of any City improvements in City Easement not caused by Dodge Nature Center or The Preserve.
5. Indemnification and Hold Harmless. The Preserve shall indemnify, defend and hold Dodge Nature Center and City, its agents, employees, and affiliates harmless from any cost, liability, damage, loss, claim, action or proceeding whatsoever for injury to persons (including death) or damage to The Preserve's Property or the City Easement which may arise from or be claimed to have arisen from Dodge Nature Center's exercise of the rights granted in this Agreement.
6. Dodge Nature Center to Bear Cost of Relocating Dodge Nature Center Improvements. The City may require Dodge Nature Center, at the expense of Dodge Nature Center, to temporarily move, remove and subsequently replace Dodge Nature Center's private sewer line in the Permanent Easement Area in order for the City to gain access to the City improvements for the purpose of inspecting, repairing, maintaining, or replacing the City improvements or adding future City improvements in the City Easement.
- a. Prior to commencing such tasks, the City shall send a notice to Dodge Nature Center and allow Dodge Nature Center twenty (20) days from the date of the written notice to perform the tasks.
 - b. If Dodge Nature Center has not completed the work within the twenty (20) days, then the City may proceed to perform the tasks. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to Dodge Nature Center. Dodge Nature Center must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty

and interest established by the City for utility billings within the City.

7. Emergency Relating to Dodge Nature Center Improvements. Notwithstanding the requirements contained in Section 6 relating to a twenty (20) day written notice to Dodge Nature Center, the City shall not be required to give such notice if the City's engineer determines that an emergency exists. In such instance, the City, without giving notice to Dodge Nature Center may perform the work and in such case Dodge Nature Center shall reimburse the City for the costs and expenses relating to the work. Once the City's costs and expenses have been determined by the City, the City shall send an invoice as stated in Section 6.
8. Remedies Relating to Dodge Nature Center. If Dodge Nature Center fails to perform its obligations under this Agreement, then the City or The Preserve may avail itself of any remedy afforded by law or in equity and any of the following non-exclusive remedies:
 - a. Specific enforcement of this Agreement.
 - b. If Dodge Nature Center fails to make payments under Sections 6 or 7, then the City may certify to Washington County the amounts due as payable with the real estate taxes for Dodge Nature Center's Property in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. Dodge Nature Center waives any and all procedural and substantive objections to the imposition of such usual and customary charges on Dodge Nature Center's Property.
 - c. As an alternate means of collection, if the written billing is not paid by Dodge Nature Center, the City, without notice and without hearing, may specially assess Dodge Nature Center's Property for the costs and expenses incurred by the City. Dodge Nature Center hereby waives any and all procedural and substantive objections to special assessments for the costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to Dodge Nature Center's Property. Dodge Nature Center waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. Dodge Nature Center acknowledges that the benefit from the performance of tasks by the City equals or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon Dodge Nature Center's Property.

No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair

any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

9. Unless otherwise provided for as part of the conditions for approval, throughout the time Dodge Nature Center is conducting work on the Permanent Easement Area, Dodge Nature Center shall insure that any contractor conducting said work shall maintain and provide evidence to City of insurance coverage at least equivalent to the following or Dodge Nature Center shall provide, at Dodge Nature Center's expense, the following coverage:
 - a. Worker's Compensation at statutory limits with Employers Liability coverage of at least \$100,000 limits if such party is at any time during the term of this Agreement subject to the requirements of any applicable law governing worker's compensation.
 - b. Comprehensive General Liability Coverage, (including blanket contractual liability) against claims for bodily injury, death and property damage, including environmental damage, arising out of such party's operations, affording combined single limit protection of One Million Dollars (\$1,000,000) with respect to personal injury or death and property damage, including environmental damage.

All policies shall be endorsed to (1) name City its directors, officers, employees and affiliates as additional insured with respect to any and all bodily injury and/or property damage, and (2) to require thirty (30) days written notice be given to City prior to any cancellation or material changes in the policy.

10. The Preserve to Bear Cost of Relocating The Preserve Improvements. The Preserve shall not place anything in the City Easement that will interfere with the City's use and enjoyment of the City's improvements therein. The City may require The Preserve, at the expense of The Preserve, to temporarily move or remove The Preserve's improvements, if any, in the City Easement in order for the City to gain access to the City improvements for the purpose of inspecting, repairing, maintaining, or replacing the City improvements or adding future City improvements in the City Easement.

Prior to commencing such tasks, the City shall send a notice to The Preserve and allow The Preserve twenty (20) days from the date of the written notice to perform the tasks. If The Preserve has not completed the work within the twenty (20) days, then the City may proceed to perform the tasks. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to The Preserve. The Preserve must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the

work. Bills not paid shall incur the standard penalty and interest established by the City for utility billings within the City.

11. Emergency Relating to The Preserve Improvements. Notwithstanding the requirements contained in Section 10 relating to a twenty (20) day written notice to The Preserve to perform its obligations under Section 10, the City shall not be required to give such notice if the City's engineer determines that an emergency exists. In such instance, the City, without giving notice to The Preserve may perform the work and in such case The Preserve shall reimburse the City for the costs and expenses relating to the work. Once the City's costs and expenses have been determined by the City, the City shall send an invoice as stated in Section 10.
12. Remedies Relating to The Preserve. If The Preserve fails to perform its obligations under this Agreement, then the City may avail itself of any remedy afforded by law or in equity and any of the following non-exclusive remedies:
 - a. The City may specifically enforce this Agreement.
 - b. If The Preserve fails to make payments under Sections 10 or 11, then the City may certify to Washington County the amounts due as payable with the real estate taxes for The Preserve's Property in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Preserve waives any and all procedural and substantive objections to the imposition of such usual and customary charges on The Preserve's Property.
 - c. As an alternate means of collection, if the written billing is not paid by The Preserve, the City, without notice and without hearing, may specially assess The Preserve's Property for the costs and expenses incurred by the City. The Preserve hereby waives any and all procedural and substantive objections to special assessments for the costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to The Preserve's Property. The Preserve waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Preserve acknowledges that the benefit from the performance of tasks by the City equals or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon The Preserve's Property.

No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair

any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

13. The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Property, other than the City Easement, prior to the date hereof.
14. Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by The Preserve and Dodge Nature Center or their successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statutes, Chapter 466.
15. The Preserve, for itself or its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, and to Dodge Nature Center, its successors and assigns, that it is well seized in fee of The Preserve's Property legally described above, the Permanent Easement Area legally described in the City Easement and has good right to grant and convey this Agreement herein to the City and Dodge Nature Center.
16. Dodge Nature Center, for itself or its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, and The Preserve, its successors and assigns, that it is well seized in fee of Dodge Nature Center's Property legally described above, the Permanent Easement Area legally described in the City Easement and has good right to grant and convey this Agreement herein to the City and The Preserve.
17. This Agreement is binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.
18. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

[The remainder of the page is left intentionally blank]

By: _____
Printed Name: _____
Title: _____

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City Council Action Request

7.L.

Meeting Date 8/2/2023

Department Public Works

Agenda Category Action Item

Title Electric and Gas Franchise Fees

Staff Recommendation 1. Adopt Ordinance No. 1070, enacting City Code Title 1, Chapter 5, Section 11 regarding Electric Franchise Fee. 2. Adopt Ordinance No. 1069, enacting City Code Title 1, Chapter 5, Section 10 regarding Gas Franchise Fee.

Budget Implication N/A

Attachments

1.	Franchise Fee Rate Update CC Memo
2.	Franchise Fee Ordinance-Electric
3.	Franchise Fee Ordinance-Gas

To: Honorable Mayor and City Council
Jennifer Levitt, City Administrator

From: Ryan Burfeind, PE, Public Works Director
Amanda Meyer, PE, City Engineer

Date: July 28, 2023

Re: Approve Ordinances Regarding Electric and Gas Franchise Fees

Background/Discussion

In 2003, the City Council voted to enter into 20-year franchise fee agreements with Xcel Energy and CenterPoint Energy. The franchise fee agreements memorialize an agreement between each utility company and the city to allow the utility company use of the city's rights-of-way for their energy infrastructure in exchange for a fee. The fee collected as part of the franchise fee agreement is done through a charge on the bills of the utility company's customers and is passed through to the city on a quarterly basis.

At the time that the agreements went into effect, the City Council approved a \$1.65 per month franchise fee per residential property for both gas service and electric service regardless of the utility company. The full fee schedule can be seen below based on the customer class. Since 2003, the franchise fee amount has not been updated to reflect inflation and the construction industry cost increases. The agreements expire in November, 2023 and therefore are being reviewed and updated, including the rate schedule.

	<u>Class</u>	<u>Amount per month</u>
Electric	Residential	\$1.65
	Small C & I – Non-Demand	\$1.65
	Small C & I – Demand	\$8.25
	Large C & I	\$33.00
	Public Street Lighting	\$3.30
	Municipal Pumping – Non-Demand	\$0.75
	Municipal Pumping – Demand	\$8.25
Gas	Residential	\$1.65
	Commercial Firm- Non-Demand	\$4.95
	Commercial Firm- Demand	\$8.25
	Small Interruptible	\$16.50
	Medium & Large Interruptible & Transportation	\$24.75

Figure 1: Current Franchise Fee Rates

On July 19, 2023, the City Council held a workshop to discuss the desired franchise fee rate changes to fund the roadway preservation plan presented by staff. Based on review of the proposed improvements to be funded through the franchise fees, Council discussed updating the franchise fee rate to be set at 3.75% of the monthly gas and electric utility bills. This rate will

support the completion of 4 miles of mill and overlay, routine crack seal of roadways and trails, replacement of 2 miles of trail, routine sidewalk and curb replacement, and routine fog sealing of trails each year.

Recommendation

1. It is recommended that the City Council approve Ordinance No. 1070, enacting City Code Title 1, Chapter 5, Section 11 regarding Electric Franchise Fee.
2. It is recommended that the City Council approve Ordinance No. 1069, enacting City Code Title 1, Chapter 5, Section 10 regarding Gas Franchise Fee.

CITY OF COTTAGE GROVE, MINNESOTA
ORDINANCE NO. 1070

**AN ORDINANCE FOR THE CITY OF COTTAGE GROVE, MINNESOTA
ENACTING CITY CODE TITLE 1, CHAPTER 5, SECTION 11 REGARDING
ELECTRIC FRANCHISE FEE**

The City Council of the City of Cottage Grove, Washington County, Minnesota, does ordain as follows:

SECTION 1. ENACTMENT. The Code of the City of Cottage Grove, County of Washington, State of Minnesota, Title 1, Chapter 5, Section 11 shall be enacted as followed:

§1-5-11 ELECTRIC FRANCHISE FEE:

- A. Definitions: The following words, terms, and phrases when used in this Chapter have the meaning ascribed to them in this Section except where the context clearly indicates a different meaning:

ELECTRIC COMPANY: Every person, firm, company, joint stock association or corporation engaged in the business of selling electricity for light, heat, power, and other purposes for public or private use in the City.

GROSS REVENUES: All sums, excluding any surcharge or similar addition to the electric company's charges to customers for the purpose of reimbursing the electric company for the cost resulting from the franchise fee, received by the electric company from the sale of electric energy to its retail customers within the corporate limits of the City.

- B. Franchise Fee:

1. An electric franchise fee is hereby imposed on every electric company in the amount of 3.75% of gross revenues derived from the sale of electricity within the City. The payment of the franchise fee shall be prescribed in the Franchise Agreement between each electric company and the City.
2. The franchise fee excludes rate schedules for highway lighting, municipal street lighting, municipal water pumping, municipal fire sirens, municipal traffic signals, and municipal sewage disposal service. For all consumers, the 3.75% percent franchise fee is applicable to the first \$950,000 of calendar year gross operating revenues. The franchise fee is reduced to one half percent (0.5%) for the remaining amount of annual gross operating revenues exceeding \$950,000.

- C. Surcharge. The City recognizes that the Minnesota Public Utilities Commission may allow any electric company to add a surcharge to customer rates of City residents to reimburse the electric company for the cost of the fee.
- D. Accounting. For the purpose of ascertaining the gross revenues, each electric company must keep an accurate account of all sales within the City and must annually furnish the

City finance director with an accounting of the sales. A qualified person from the electric company must verify the accounting. The electric company agrees to make its records available for inspection by the City at reasonable times provided that the City and its designated representative agree in writing not to disclose any information which would indicate the amount paid by any identifiable customer or customers or any other information regarding identified customers.

SECTION 2. SUMMARY PUBLICATION. Pursuant to Minnesota Statutes Section 412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance is available without cost at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire Official Zoning ordinance:

The ordinance establishes a 3.75% electric franchise fee on every electric company.

SECTION 3. EFFECTIVE DATE. This ordinance enactment shall be in full force and effective from and after adoption and publication according to law.

Passed this 2nd day of August, 2023.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

CITY OF COTTAGE GROVE, MINNESOTA
ORDINANCE NO. 1069

**AN ORDINANCE FOR THE CITY OF COTTAGE GROVE, MINNESOTA
ENACTING CITY CODE TITLE 1, CHAPTER 5, SECTION 10 REGARDING
GAS FRANCHISE FEE**

The City Council of the City of Cottage Grove, Washington County, Minnesota, does ordain as follows:

SECTION 1. ENACTMENT. The Code of the City of Cottage Grove, County of Washington, State of Minnesota, Title 1, Chapter 5, Section 10 shall be enacted as followed:

§1-5-10 GAS FRANCHISE FEE:

- A. Definitions: The following words, terms, and phrases when used in this Chapter have the meaning ascribed to them in this Section except where the context clearly indicates a different meaning:

GAS COMPANY: Every person, firm, company, joint stock association or corporation engaged in the business of furnishing or distributing gas for public or private use in the City.

GROSS REVENUES: All sums, excluding any surcharge or similar addition to the gas company's charges to customers for the purpose of reimbursing the gas company for the cost resulting from the franchise fee, received by the gas company from the sale of gas energy to its retail customers within the corporate limits of the City.

- B. Franchise Fee. A gas franchise fee is hereby imposed on every gas company in the amount of 3.75% of gross revenues derived from the sale of gas within the City. The payment of the franchise fee shall be prescribed in the Franchise Agreement between each gas company and the City.
- C. Surcharge. The City recognizes that the Minnesota Public Utilities Commission may allow any gas company to add a surcharge to customer rates of City residents to reimburse the gas company for the cost of the fee.
- D. Accounting. For the purpose of ascertaining the gross revenues, each gas company must keep an accurate account of all sales within the City and must annually furnish the City finance director with an accounting of the sales. A qualified person from the gas company must verify the accounting. The gas company agrees to make its records available for inspection by the City at reasonable times provided that the City and its designated representative agree in writing not to disclose any information which would indicate the amount paid by any identifiable customer or customers or any other information regarding identified customers.

SECTION 2. SUMMARY PUBLICATION. Pursuant to Minnesota Statutes Section 412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the

entire ordinance is available without cost at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire Official Zoning ordinance:

The ordinance establishes a 3.75% gas franchise fee on every gas company.

SECTION 3. EFFECTIVE DATE. This ordinance enactment shall be in full force and effective from and after adoption and publication according to law.

Passed this 2nd day of August, 2023.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



City Council Action Request

7.M.

Meeting Date 8/2/2023

Department Public Works

Agenda Category Action Item

Title Gas and Electric Franchise Fee Agreement Ordinances with Northern States Power Company

Staff Recommendation 1. Adopt Ordinance No. 1071, Northern States Power Company Gas Franchise Ordinance. 2. Adopt Ordinance No. 1072, Northern States Power Company Electric Franchise Ordinance.

Budget Implication N/A

Attachments

1.	NSP Franchise Fee CC Memo
2.	NSP Franchise Ordinance-Gas
3.	NSP Franchise Ordinance-Electric

To: Honorable Mayor and City Council
Jennifer Levitt, City Administrator

From: Ryan Burfeind, PE, Public Works Director
Amanda Meyer, PE, City Engineer

Date: July 28, 2023

Re: Approval of Gas and Electric Franchise Fee Agreement Ordinances with Northern States Power Company

Background/Discussion

In 2003, the City Council entered into 20-year franchise fee agreements with Northern States Power Company for both gas and electric services. The franchise fee agreements memorialize an agreement between the utility company and the city to allow the utility company use of the city's rights-of-way for their energy infrastructure in exchange for a fee. Franchise fee agreements are not required for a utility company to utilize the city right-of-way, and right-of-way permits are required to be obtained regardless of if a franchise fee agreement is in place. The fee collected as part of the franchise fee agreement is done through a charge on the bills of the utility company's customers and is passed through to the city on a quarterly basis.

The Franchise Fee Agreements expire in November 2023, and therefore need to be reviewed and updated for the next 20 years. The City Attorney has reviewed the agreements with Northern States Power Company and worked through required updates.

Recommendation

1. It is recommended that the City Council approve Ordinance No. 1071, Northern States Power Company Gas Franchise Ordinance.
2. It is recommended that the City Council approve Ordinance No. 1072, Northern States Power Company Electric Franchise Ordinance.

NORTHERN STATES POWER COMPANY GAS FRANCHISE ORDINANCE

ORDINANCE NO. 1071

CITY OF COTTAGE GROVE, WASHINGTON COUNTY, MINNESOTA

AN ORDINANCE GRANTING NORTHERN STATES POWER COMPANY, ITS SUCCESSORS AND ASSIGNS, A NONEXCLUSIVE FRANCHISE TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN FACILITIES AND EQUIPMENT FOR THE TRANSPORTATION, DISTRIBUTION, MANUFACTURE AND SALE OF GAS ENERGY FOR PUBLIC AND PRIVATE USE AND TO USE THE PUBLIC WAYS AND GROUNDS OF THE CITY OF COTTAGE GROVE, WASHINGTON COUNTY, MINNESOTA, FOR SUCH PURPOSE; AND, PRESCRIBING CERTAIN TERMS AND CONDITIONS THEREOF

The City Council of the City of Cottage Grove, Washington County, Minnesota, does hereby ordain as follows:

SECTION 1. DEFINITIONS.

For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

- 1.1 **City.** The City of Cottage Grove, County of Washington, State of Minnesota.
- 1.2 **City Utility System.** Facilities used for providing public utility service owned or operated by City or agency thereof, including sewer and water service, street lighting and traffic signals, but excluding facilities for providing heating, lighting or other forms of energy.
- 1.3 **Commission.** The Minnesota Public Utilities Commission, or any successor agency or agencies, including an agency of the federal government, which preempts all, or part of the authority to regulate Gas retail rates now vested in the Minnesota Public Utilities Commission.
- 1.4 **Company.** Northern States Power Company, a Minnesota corporation, its successors and assigns including all successors or assigns that own or operate any part or parts of the Gas Facilities subject to this Franchise.
- 1.5 **Effective Date.** The Effective Date of this ordinance is identified in Section 14, which must be at least 90 day after adoption.
- 1.6 **Gas Energy.** Gas Energy includes both retail and wholesale natural, manufactured or mixed gas.
- 1.7 **Gas Facilities.** Gas transmission and distribution pipes, lines, mains, ducts, fixtures, and all necessary equipment and appurtenances owned or operated by the

Company for the purpose of providing Gas Energy for retail, wholesale or other public or private use.

1.8 **Notice.** A writing served by any party or parties on any other party or parties. Notice to Company shall be mailed to the General Counsel, 401 Nicollet Mall, 8th Floor, Minneapolis, MN 55401. Notice to the City shall be mailed to Jennifer Levitt, City Administrator, 12800 Ravine Parkway South, Cottage Grove, MN 55016. Any party may change its respective address for the purpose of this Ordinance by written Notice to the other parties.

1.9 **Ordinance.** This gas franchise ordinance, also referred to as the Franchise.

1.10 **Public Ground.** Land owned or otherwise controlled by the City, park, a trail or walkway not in a right-of-way, open space or other public property, which is held for use in common by the public or for public benefit.

1.11 **Public Way.** Any highway, street, alley, or other public right-of-way within the City.

SECTION 2. ADOPTION OF FRANCHISE.

2.1 **Grant of Franchise.** City hereby grants Company, for a period of twenty (20) years from the Effective Date as defined in Section 14, the right to transmit, distribute and sell Gas Energy for public and private use within and through the limits of the City as its boundaries now exist or as they may be extended in the future and also the right to transport Gas Energy through the limits of the City for use outside of the City limits. For these purposes, Company may construct, operate, repair and maintain Gas Facilities in, on, over, under and across the Public Ways and Public Grounds, subject to the provisions of this Ordinance. Company may do all reasonable things necessary or customary to accomplish these purposes, subject, however, to such reasonable regulations as may be imposed by the City pursuant to a public right-of-way ordinance or permit requirements adopted consistent with state law. All Gas Facilities located on Public Grounds shall be memorialized in a utility easement or other legally recordable instrument between City, Company and the underlying property owner if different than the City, to document the Gas Facilities.

2.2 **Effective Date; Written Acceptance.** This franchise agreement shall be in force and effect from and after passage of this Ordinance and publication as required by law on the Effective Date. However, if Company does not file a written acceptance with the City within ninety (90) days after the date the City Council adopts this Ordinance, the City Council by resolution shall revoke this Franchise.

2.3 **Service and Gas Rates.** The terms and conditions of service and the rates to be charged by Company for Gas Energy in City are subject to the jurisdiction of the Commission.

2.4 Publication Expense. The expense of publication of this Ordinance will be paid by City and reimbursed to City by Company.

2.5 Dispute Resolution. If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within 30 days of the written notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used or if the parties are unable to resolve the dispute within 30 days after first meeting with the selected mediator, either party may commence an action in Washington County District Court to interpret and enforce this Franchise or for such other relief as may be permitted by law or equity .

2.6 Continuation of Franchise. If the City and the Company are unable to agree on the terms of a new franchise by the time this Franchise expires, this Franchise will remain in effect until a new franchise is agreed upon, or until ninety (90) days after the City or the Company serves written Notice to the other party of its intention to allow Franchise to expire. However, in no event shall this Franchise continue for more than one (1) year after expiration of the twenty (20) year term set forth in Section 2.1.

SECTION 3. LOCATION, OTHER REGULATIONS.

3.1 Location of Facilities. Gas Facilities shall be located, constructed and maintained so as not to interfere with the safety and convenience of ordinary travel along and over Public Ways and so as not to disrupt normal operation of any City Utility System. Gas Facilities may be located on Public Grounds in a location selected by the City. The location and relocation of Gas Facilities shall be subject to permits if required by separate ordinance and to other reasonable regulations of the City consistent with authority granted the City to manage its Public Ways and Public Grounds under state law, to the extent not inconsistent with a specific term of this Franchise. Company may abandon underground gas facilities in place, provided, at City's request, Company will remove abandoned gas facilities interfering with a City improvement project, but only to the extent such gas facilities are uncovered or will be uncovered by excavation as part of the City's improvement project.

3.2 Field Locations. Company shall provide field locations for its underground Gas Facilities within City consistent with the requirements of Minnesota Statutes, Chapter 216D.

3.3 Street Openings. Company shall not open or disturb any Public Ground or Public Way for any purpose without first having obtained a permit from the City, if required by a separate ordinance, for which the City may impose a reasonable fee, subject to Section 9.1 of this Ordinance. Permit conditions imposed on Company shall not be more burdensome than those imposed on other public right-of-way users for similar facilities or

work. Company may, however, open and disturb any Public Ground or Public Way without a permit from the City where an emergency exists requiring the immediate repair of Gas Facilities and Company gives telephone, email or similar notice to the City before commencement of the emergency repair, if reasonably possible. Not later than the second working day thereafter, Company shall obtain any required permits and pay any required fees.

3.4 Restoration. After undertaking any work requiring the opening of any Public Ground or Public Way, Company shall restore the same in accordance with Minnesota Rules, 7819.1100 and City requirements for paving and foundation that are not in conflict with Minnesota Rules, 7819.1100, to as good a condition as formerly existed, and shall maintain any surface in good condition for one year thereafter. The work shall be completed as promptly as weather permits, and if Company shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Ground or Public Way in the said condition, the City shall have, after demand to Company to cure and the passage of a reasonable period of time following the demand, but not to exceed five days, the right to make the restoration at the expense of Company. Company shall pay to the City the cost of such work done for or performed by the City. This remedy shall be in addition to any other remedy available to the City for noncompliance with this Section 3.4, but the City hereby waives any requirement for Company to post a construction performance bond, certificate of insurance, letter of credit or any other form of security or assurance that may be required, under a separate existing or future ordinance of the City, of Company to install, replace or maintain facilities in a Public Way, unless otherwise agreed to by the City and Company.

3.5 Avoid Damage to Gas Facilities. Per Minnesota Statute 216D.05, the City and Company must take protective measures when it performs work near the Gas Facilities. Nothing in this Ordinance relieves any person, including Company, from liability arising out of the failure to exercise reasonable care to avoid damaging Gas Facilities while performing any activity.

3.6 Notice of Improvements. The City must give Company reasonable notice of plans for improvements to Public Grounds or Public Ways where the City has reason to believe that Gas Facilities may affect or be affected by the improvement. The notice must contain: (i) the nature and character of the improvements, (ii) the Public Grounds and Public Ways upon which the improvements are to be made, (iii) the extent of the improvements, (iv) the time when the City will start the work, and (v) if more than one Public Ground or Public Way is involved, the order in which the work is to proceed. The notice must be given to Company a sufficient length of time, considering seasonal working conditions, in advance of the actual commencement of the work to permit Company to make any necessary additions, alterations or repairs to its Gas Facilities.

3.7 Mapping Information. If requested by City, the Company must promptly provide complete mapping information for any of its Gas Facilities in accordance with the requirements of Minnesota Rules 7819.4000 and 7819.4100.

SECTION 4. RELOCATIONS.

4.1 Relocation of Gas Facilities in Public Ways. The Company and City shall comply with the provisions of Minnesota Rules 7819.3100, with respect to requests for the Company to relocate Gas Facilities located in Public Ways.

4.2 Relocation of Gas Facilities in Public Ground. City may require Company at Company's expense to relocate or remove its Gas Facilities from Public Ground upon a finding by City that the Gas Facilities have become or will become a substantial impairment to the existing or proposed public use of the Public Ground.

4.3 Projects with Federal Funding. Relocation, removal, or rearrangement of any Company Gas Facilities made necessary because of the extension into or through City of a federally aided highway project, or such a project within City, shall be governed by the provisions of Minnesota Statutes Sections 161.45 and 161.46. City shall not order Company to remove or relocate its Gas Facilities when a Public Way is vacated, improved or realigned for a right-of-way project or any other project which is financially subsidized in whole or in part by the Federal Government or any agency thereof, unless the reasonable non-betterment costs of such relocation are paid to Company. The City is obligated to pay Company only for those portions of its relocation costs for which City has received federal funding specifically allocated for relocation costs in the amount requested by the Company, which allocated funding the City shall specifically request.

4.4 No Waiver. The provisions of this franchise apply only to facilities constructed in reliance on a franchise from the City and shall not be construed to waive or modify any rights obtained by Company for installations within a Company right-of-way acquired by easement or prescriptive right before the applicable Public Ground or Public Way was established, or Company's rights under state or county permit.

SECTION 5. TREE TRIMMING.

Company may trim all shrubs and trees, including roots, in the Public Ways of City to the extent Company finds necessary to avoid interference with the proper construction, operation, repair and maintenance of Gas Facilities installed, provided that Company shall save City harmless from any liability arising therefrom. The City shall not be indemnified for losses or claims occasioned through its own negligence or otherwise wrongful act or omission except for losses or claims arising out of or alleging the City's negligence as to the issuance of permits for, or inspection of, Company's plans or work.

SECTION 6. INDEMNIFICATION.

6.1 Indemnity of City. Company shall indemnify and hold the City harmless from any and all liability on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, inspection, the issuance of permits, or the operation of the Gas Facilities located in the Public Grounds and Public Ways. The City shall not be indemnified for losses or claims occasioned through its own negligence or otherwise wrongful act or omission except for losses or claims arising out of or alleging the City's negligence as to the issuance of permits for, or inspection of, Company's plans or work. The City shall not be indemnified if the injury or damage results from the performance in a proper manner of acts reasonably deemed hazardous by Company, and such performance is nevertheless ordered or directed by City after notice of Company's determination

6.2 Defense of City. In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, Company at its sole cost and expense shall defend the City in such suit if written notice thereof is promptly given to Company within a period wherein Company is not prejudiced by lack of such notice. If Company is required to indemnify and defend, it will thereafter have control of such litigation, but Company may not settle such litigation without the consent of the City, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City. The Company, in defending any action on behalf of the City shall be entitled to assert in any action every defense or immunity that the City could assert in its own behalf. This Franchise agreement shall not be interpreted to constitute a waiver by the City of any of its defenses of immunity or limitations on liability under Minnesota Statutes, Chapter 466.

SECTION 7. VACATION OF PUBLIC WAYS.

The City shall give Company at least two weeks prior written notice of a proposed vacation of a Public Way or Public Grounds. The City and the Company shall comply with Minnesota Rules 7819.3100 and Minnesota Rules 7819.3200 with respect to any request for vacation. In no case, however, shall the City be liable to Company for failure to specifically preserve a right-of-way under Minnesota Statutes, Section 160.29. Except where required for a City improvement project, the vacation of any Public Way, after the installation of Gas Facilities, shall not operate to deprive Company of its rights to operate and maintain such Gas Facilities. Any remaining Gas Facilities in a vacated right-of-way shall be memorialized in an easement or otherwise recordable instrument between Company and the underlying property owner, unless otherwise agreed to by the City and Company.

SECTION 8. CHANGE IN FORM OF GOVERNMENT.

Any change in the form of government of the City shall not affect the validity of this Ordinance. Any governmental unit succeeding the City shall, without the consent of Company, succeed to all of the rights and obligations of the City provided in this Ordinance.

SECTION 9. FRANCHISE FEE.

9.1 Fee Schedule. During the term of the franchise hereby granted, the City may impose on the Company a franchise fee. The Company will administer the collection and payment of franchise fees to City. The franchise fee will be collected on a flat per meter basis, or by some other method that is mutually acceptable to both City and Company for each retail customer within the corporate limits of the City. The amount of the fee collected may differ for each customer class. The City will use a formula that provides a stable and predictable amount of fees, without placing the Company at a competitive disadvantage. The franchise fee formula may be changed from time to time, however, the change shall meet the same Notice and acceptance requirements of this Ordinance and the fee may not be changed more often than annually. If the Company claims that the City required fee formula is discriminatory or otherwise places the Company at a competitive disadvantage, the Company will provide a formula that will produce a substantially similar fee amount to the City. If the City and Company are unable to agree, the disagreement shall be subject to the Dispute Resolution provisions of Section 2.5.

9.2 Separate Ordinance; Notice of Ordinance. The franchise fee shall be imposed by a separate ordinance, duly adopted by the City Council, which ordinance shall not be effective until at least 90 days after adoption. Following adoption, the City shall send written notice by certified mail to Company of the passage of the Ordinance. The Company is not required to collect a franchise fee if the terms of the fee agreement are inconsistent with this franchise or state law, provided the Company notifies the City of the same within the ninety (90) day period. The fee shall not become effective until the beginning of a Company billing month at least 90 days after the Effective Date. Section 2.5 shall constitute the sole remedy for solving disputes between Company and the City in regard to the interpretation of, or enforcement of, the separate ordinance. The separate ordinance imposing the fee shall not be effective against the Company unless it lawfully imposes a fee of the same or substantially similar amount on the sale of energy within the City by any other energy supplier, provided that, as to such supplier, the City has the authority or contractual right to require a franchise fee or similar fee through an agreed-upon franchise. Such fee shall not exceed any amount that the Company may legally charge to its customers. No franchise fee shall be payable by Company if Company is legally unable to collect an amount equal to the franchise fee from its customers under Commission rules or order.

9.3 Collection of the Fee. The franchise fee shall be payable quarterly during complete billing months of the period for which payment is to be made. The payment shall be made to the City within 30 days after the end of each quarter. The time and manner of collecting the franchise fee is subject to the approval of the Commission. Such fee is subject to subsequent reductions to account for uncollectibles, erroneous billings and customer refunds incurred by the Company. The Company agrees to make available for inspection by the City at reasonable times all records necessary to audit the Company's determination of the franchise fee payments. The Company may collect a surcharge equal to the designated franchise fee for the applicable customer classification in all customer billings for gas service in each class.

SECTION 10. PROVISIONS OF ORDINANCE.

10.1 Severability. Every section, provision, or part of this Ordinance is declared separate from every other section, provision, or part and if any section, provision, or part shall be held invalid, it shall not affect any other section, provision, or part. Where a provision of any other City ordinance conflicts with the provisions of this Ordinance, the provisions of this Ordinance shall prevail.

10.2 Limitation on Applicability. This Ordinance constitutes a franchise agreement between the City and Company as the only parties and no provision of this franchise shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a third party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

SECTION 11. AMENDMENT PROCEDURE.

Either party to this franchise agreement may at any time propose that the agreement be amended. This Ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon the filing of Company's written consent thereto with the City Clerk within 90 days after the date of final passage by the City of the amendatory ordinance. If the Company does not consent to the amendment, the ordinance containing the amendment shall be revoked by City.

SECTION 12. PREVIOUS FRANCHISES SUPERSEDED.

This franchise supersedes any previous Gas franchise granted to Company or its predecessor.

SECTION 13. SUMMARY PUBLICATION.

Pursuant to Minnesota Statutes Section 412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance is available without cost at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance:

This 20-year Franchise Agreement allows Northern States Power Company to provide gas services to the residents of Cottage Grove. The associated franchise fee will be effective 90 days after final adoption.

SECTION 14. EFFECTIVE DATE. This ordinance shall become effective 90 days after final adoption.

Passed this 2nd day of August, 2023.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

NORTHERN STATES POWER COMPANY ELECTRIC FRANCHISE ORDINANCE

ORDINANCE NO. 1072

CITY OF COTTAGE GROVE, WASHINGTON COUNTY, MINNESOTA

AN ORDINANCE GRANTING NORTHERN STATES POWER COMPANY, D/B/A XCEL ENERGY, ITS SUCCESSORS AND ASSIGNS, A NONEXCLUSIVE FRANCHISE TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN FACILITIES AND EQUIPMENT FOR AN ELECTRIC DISTRIBUTION SYSTEM AND TRANSMISSION LINES, INCLUDING NECESSARY POLES, LINES, FIXTURES AND APPURTENANCES FOR PUBLIC AND PRIVATE USE AND TO USE THE PUBLIC WAYS AND GROUNDS OF THE CITY OF COTTAGE GROVE, WASHINGTON COUNTY, MINNESOTA, FOR SUCH PURPOSES

The City Council of the City of Cottage Grove, Washington County, Minnesota, does hereby ordain as follows:

SECTION 1. DEFINITIONS.

For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

- 1.1 **City.** The City of Cottage Grove, County of Washington, State of Minnesota.
- 1.2 **City Utility System.** Facilities used for providing public utility service owned or operated by City or agency thereof, including sewer and water service, street lighting and traffic signals, but excluding facilities for providing heating, lighting, or other forms of energy.
- 1.3 **Commission.** The Minnesota Public Utilities Commission, or any successor agency or agencies, including an agency of the federal government, which preempts all, or part of the authority to regulate electric retail rates now vested in the Minnesota Public Utilities Commission.
- 1.4 **Company.** Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy, including all successors or assigns that own or operate any part or parts of the Electric Facilities subject to this Franchise.
- 1.5 **Effective Date.** The Effective Date of this ordinance is identified in Section 14, which must be at least 90 day after adoption.
- 1.6 **Electric Facilities.** Electric transmission and distribution towers, poles, lines, guys, anchors, conduits, fixtures, and necessary appurtenances owned or operated by Company for the purpose of providing electric energy for retail, wholesale, or other public or private use.

1.7 **Notice.** A writing served by any party or parties on any other party or parties. Notice to Company shall be mailed to the General Counsel, 401 Nicollet Mall, 8th Floor, Minneapolis, MN 55401. Notice to the City shall be mailed to the City Administrator, Jennifer Levitt, City of Cottage Grove, 12800 Ravine Parkway South, Cottage Grove, MN 55016. Either party may change its respective address for the purpose of this Ordinance by written notice to the other party.

1.8 **Ordinance.** This electric franchise ordinance, also referred to as the Franchise.

1.9 **Public Ground.** Land owned or otherwise controlled by the City, park, a trail or walkway not in a right-of-way, open space or other public property, which is held for use in common by the public or for public benefit.

1.10 **Public Way.** Any highway, street, alley, or other public right-of-way within the City.

SECTION 2. ADOPTION OF FRANCHISE.

2.1 **Grant of Franchise.** City hereby grants Company, for a period of twenty (20) years from the Effective Date as defined in Section 14, the right to transmit, distribute and sell electric energy for public and private use within and through the limits of the City as its boundaries now exist or as they may be extended in the future and also the right to transport electric energy through the limits of the City for use outside of the City limits. For these purposes, Company may construct, operate, repair and maintain Electric Facilities in, on, over, under and across the Public Ways and Public Grounds, subject to the provisions of this Ordinance. Company may do all reasonable things necessary or customary to accomplish these purposes, subject, however, to such reasonable regulations as may be imposed by the City pursuant to a public right-of-way ordinance or permit requirements adopted consistent with state law. All Electric Facilities located on Public Grounds shall be memorialized in a utility easement or other legally recordable instrument between City, Company and the underlying property owner if different than the City, to document the Electric Facilities.

2.2 **Effective Date; Written Acceptance.** This franchise agreement shall be in force and effect from and after passage of this Ordinance and publication as required by law on the Effective Date. However, if Company does not file a written acceptance with the City within ninety (90) days after the date the City Council adopts this Ordinance, the City Council by resolution shall revoke this Franchise.

2.3 **Service and Rates.** The terms and conditions of service to be provided and the rates to be charged by Company for electric service in City are subject to the jurisdiction of the Commission. The area within the City in which Company may provide electric service is subject to the provisions of Minnesota Statutes, Section 216B.40.

2.4 Publication Expense. The expense of publication of this Ordinance will be paid by City and reimbursed to City by Company.

2.5 Dispute Resolution. If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within 30 days of the written notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used, or if the parties are unable to resolve the dispute within 30 days after first meeting with the selected mediator, either party may commence an action in Washington County District Court to interpret and enforce this Franchise or for such other relief as may be permitted by law or equity.

2.6 Continuation of Franchise. If the City and the Company are unable to agree on the terms of a new franchise by the time this Franchise expires, this Franchise will remain in effect until a new franchise is agreed upon, or until ninety (90) days after the City or the Company serves written Notice to the other party of its intention to allow Franchise to expire. However, in no event shall this Franchise continue for more than one (1) year after expiration of the twenty (20) year term set forth in Section 2.1.

SECTION 3. LOCATION, OTHER REGULATIONS.

3.1 Location of Facilities. Electric Facilities shall be located, constructed and maintained so as not to interfere with the safety and convenience of ordinary travel along and over Public Ways and so as not to disrupt normal operation of any City Utility System. Electric Facilities may be located on Public Grounds in a location selected by the City. The location and relocation of Electric Facilities shall be subject to permits if required by separate ordinance and to other reasonable regulations of the City consistent with authority granted the City to manage its Public Ways and Public Grounds under state law, to the extent not inconsistent with a specific term of this Franchise. Company may abandon underground electric facilities in place, provided, at City's request, Company will remove abandoned electric facilities interfering with a City improvement project, but only to extent such electric facilities are uncovered or will be uncovered by excavation as part of the City's improvement project.

3.2 Field Locations. Company shall provide field locations for its underground Electric Facilities within City consistent with the requirements of Minnesota Statutes, Chapter 216D.

3.3 Street Openings. Company shall not open or disturb any Public Ground or Public Way for any purpose without first having obtained a permit from the City, if required by a separate ordinance, for which the City may impose a reasonable fee, subject to Section 9.1 of this Ordinance. Permit conditions imposed on Company shall not be more burdensome than those imposed on other public right-of-way users for similar facilities or

work. Company may, however, open and disturb any Public Ground or Public Way without a permit from the City where an emergency exists requiring the immediate repair of Electric Facilities and Company gives telephone, email or similar notice to the City before commencement of the emergency repair, if reasonably possible. Not later than the second working day thereafter, Company shall obtain any required permits and pay any required fees.

3.4 Restoration. After undertaking any work requiring the opening of any Public Ground or Public Way, Company shall restore the same in accordance with Minnesota Rules, 7819.1100 and City requirements for paving and foundation that are not in conflict with Minnesota Rules, 7819.1100, to as good a condition as formerly existed, and shall maintain any surface in good condition for one year thereafter. The work shall be completed as promptly as weather permits, and if Company shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Ground or Public Way in the said condition, the City shall have, after demand to Company to cure and the passage of a reasonable period of time following the demand, but not to exceed five days, the right to make the restoration at the expense of Company. Company shall pay to the City the cost of such work done for or performed by the City. This remedy shall be in addition to any other remedy available to the City for noncompliance with this Section 3.4., but the City hereby waives any requirement for Company to post a construction performance bond, certificate of insurance, letter of credit or any other form of security or assurance that may be required, under a separate existing or future ordinance of the City, of Company to install, replace or maintain facilities in a Public Way, unless otherwise agreed to by the City and Company.

3.5 Avoid Damage to Electric Facilities. Per Minnesota Statute 216D.05, the City and Company must take protective measures when it performs work near the Electric Facilities. Nothing in this Ordinance relieves any person, including Company, from liability arising out of the failure to exercise reasonable care to avoid damaging Electric Facilities while performing any activity.

3.6 Notice of Improvements. The City must give Company reasonable notice of plans for improvements to Public Grounds or Public Ways where the City has reason to believe that Electric Facilities may affect or be affected by the improvement. The notice must contain: (i) the nature and character of the improvements, (ii) the Public Grounds and Public Ways upon which the improvements are to be made, (iii) the extent of the improvements, (iv) the time when the City will start the work, and (v) if more than one Public Ground or Public Way is involved, the order in which the work is to proceed. The notice must be given to Company a sufficient length of time, considering seasonal working conditions, in advance of the actual commencement of the work to permit Company to make any necessary additions, alterations or repairs to its Electric Facilities.

3.7 Shared Use of Poles. Company shall make space available on its poles or towers for City fire, water utility, police or other City facilities upon terms and conditions acceptable to Company whenever such use will not interfere with the use of such poles or

towers by Company, by another electric utility, by a telephone utility, or by any cable television company or other form of communication company. In addition, the City shall pay for any added cost incurred by Company because of such use by City.

3.8 Mapping Information. If requested by City, the Company must promptly provide complete mapping information for any of its Electric Facilities in accordance with the requirements of Minnesota Rules 7819.4000 and 7819.4100.

SECTION 4. RELOCATIONS.

4.1 Relocation of Electric Facilities in Public Ways. The Company and City shall comply with the provisions of Minnesota Rules 7819.3100, with respect to requests for the Company to relocate Electric Facilities located in Public Ways.

4.2 Relocation of Electric Facilities in Public Ground. City may require Company at Company's expense to relocate or remove its Electric Facilities from Public Ground upon finding by City that the Electric Facilities have become or will become a substantial impairment to the existing or proposed public use of the Public Ground.

4.3 Projects with Federal Funding. Relocation, removal, or rearrangement of any Company Electric Facilities made necessary because of the extension into or through City of a federally aided highway project , or such a project within City, shall be governed by the provisions of Minnesota Statutes Sections 161.45 and 161.46. City shall not order Company to remove or relocate its Electric Facilities when a Public Way is vacated, improved or realigned for a right-of-way project or any other project which is financially subsidized in whole or in part by the Federal Government or any agency thereof, unless the reasonable non-betterment costs of such relocation are paid to Company. The City is obligated to pay Company only for those portions of its relocation costs for which City has received federal funding specifically allocated for relocation costs in the amount requested by the Company, which allocated funding the City shall specifically request.

4.4 No Waiver. The provisions of this franchise apply only to facilities constructed in reliance on a franchise from the City and shall not be construed to waive or modify any rights obtained by Company for installations within a Company right-of-way acquired by easement or prescriptive right before the applicable Public Ground or Public Way was established, or Company's rights under state or county permit.

SECTION 5. TREE TRIMMING.

Company may trim all trees and shrubs in the Public Grounds and Public Ways of City to the extent Company finds necessary to avoid interference with the proper construction, operation, repair and maintenance of any Electric Facilities installed, provided that Company shall save the City harmless from any liability arising therefrom. The City shall not be indemnified if the injury or damage results from the performance in a proper manner

of acts reasonably deemed hazardous by Company, and such performance is nevertheless ordered or directed by City after notice of Company's determination.

SECTION 6. INDEMNIFICATION.

6.1 Indemnity of City. Company shall indemnify and hold the City harmless from any and all liability on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, inspection, the issuance of permits, or the operation of the Electric Facilities located in the Public Grounds and Public Ways. The City shall not be indemnified for losses or claims occasioned through its own negligence or otherwise wrongful act or omission except for losses or claims arising out of or alleging the City's negligence as to the issuance of permits for, or inspection of, Company's plans or work.

6.2 Defense of City. In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, Company at its sole cost and expense shall defend the City in such suit if written notice thereof is promptly given to Company within a period wherein Company is not prejudiced by lack of such notice. If Company is required to indemnify and defend, it will thereafter have control of such litigation, but Company may not settle such litigation without the consent of the City, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City. The Company, in defending any action on behalf of the City, shall be entitled to assert in any action every defense or immunity that the City could assert in its own behalf. This Franchise agreement shall not be interpreted to constitute a waiver by the City of any of its defenses of immunity or limitations on liability under Minnesota Statutes, Chapter 466.

SECTION 7. VACATION OF PUBLIC WAYS.

The City shall give Company at least two weeks prior written notice of a proposed vacation of a Public Way or Public Grounds. The City and the Company shall comply with Minnesota Rules 7819.3100 and Minnesota Rules 7819.3200 with respect to any request for vacation. In no case, however, shall the City be liable to Company for failure to specifically preserve a right-of-way under Minnesota Statutes, Section 160.29. Except where required for a City improvement project, the vacation of any Public Way, after the installation of Gas Facilities, shall not operate to deprive Company of its rights to operate and maintain such Gas Facilities. Any remaining Gas Facilities in a vacated right-of-way shall be memorialized in an easement or otherwise recordable instrument between Company and the underlying property owner, unless otherwise agreed to by the City and Company.

SECTION 8. CHANGE IN FORM OF GOVERNMENT.

Any change in the form of government of the City shall not affect the validity of this Ordinance. Any governmental unit succeeding the City shall, without the consent of Company, succeed to all of the rights and obligations of the City provided in this Ordinance.

SECTION 9. FRANCHISE FEE.

9.1 **Fee Schedule.** During the term of the franchise hereby granted, the City may impose on Company a franchise fee.

The Company will administer the collection and payment of franchise fees to City. The franchise fee will be collected on a flat per meter basis, or by some other method that is mutually acceptable to both City and Company for each retail customer within the corporate limits of the City. The amount of the fee collected may differ for each customer class. The City will use a formula that provides a stable and predictable amount of fees, without placing the Company at a competitive disadvantage. The franchise fee formula may be changed from time to time, however, the change shall meet the same Notice and acceptance requirements of this Ordinance and the fee may not be changed more often than annually. If the Company claims that the City required fee formula is discriminatory or otherwise places the Company at a competitive disadvantage, the Company will provide a formula that will produce a substantially similar fee amount to the City. If the City and Company are unable to agree, the disagreement shall be subject to the Dispute Resolution provisions of Section 2.5.

9.2 **Separate Ordinance; Notice of Ordinance.** The franchise fee shall be imposed by a separate ordinance, duly adopted by the City Council, which ordinance shall not be effective until at least 90 days after adoption. Following adoption, the City shall send written notice by certified mail to Company of the passage of the Ordinance. The Company is not required to collect a franchise fee if the terms of the fee agreement are inconsistent with this franchise or state law, provided the Company notifies the City of the same within the ninety (90) day period. The fee shall not become effective until the beginning of a Company billing month at least 90 days after the Effective Date. Section 2.5 shall constitute the sole remedy for solving disputes between Company and the City in regard to the interpretation of, or enforcement of, the separate ordinance. The separate ordinance imposing the fee shall not be effective against the Company unless it lawfully imposes a fee of the same or substantially similar amount on the sale of energy within the City by any other energy supplier, provided that, as to such supplier, the City has the authority or contractual right to require a franchise fee or similar fee through an agreed-upon franchise. Such fee shall not exceed any amount that the Company may legally charge to its customers. No franchise fee shall be payable by Company if Company is legally unable to collect an amount equal to the franchise fee from its customers under Commission rules or order.

9.3 **Collection of the Fee.** The franchise fee shall be payable quarterly during complete billing months of the period for which payment is to be made. The payment shall be made to the City within 30 days after the end of each quarter. The time and manner of collecting the franchise fee is subject to the approval of the Commission. Such fee is subject to subsequent reductions to account for uncollectibles, erroneous billings and customer refunds incurred by the Company. The Company agrees to make available for inspection by the City at reasonable times all records necessary to audit the Company's determination

of the franchise fee payments. The Company may collect a surcharge equal to the designated franchise fee for the applicable customer classification in all customer billings for electric service in each class.

SECTION 10. PROVISIONS OF ORDINANCE.

10.1 Severability. Every section, provision, or part of this Ordinance is declared separate from every other section, provision, or part and if any section, provision, or part shall be held invalid, it shall not affect any other section, provision, or part. Where a provision of any other City ordinance conflicts with the provisions of this Ordinance, the provisions of this Ordinance shall prevail.

10.2 Limitation on Applicability. This Ordinance constitutes a franchise agreement between the City and Company as the only parties, and no provision of this franchise shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a third-party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

SECTION 11. AMENDMENT PROCEDURE.

Either party to this franchise agreement may at any time propose that the agreement be amended. This Ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon the filing of Company's written consent thereto with the City Clerk within 90 days after the date of final passage by the City of the amendatory ordinance. If the Company does not consent to the amendment, the ordinance containing the amendment shall be revoked by City.

SECTION 12. PREVIOUS FRANCHISES SUPERSEDED.

This franchise supersedes any previous electric franchise granted to company or its predecessor.

SECTION 13. SUMMARY PUBLICATION.

Pursuant to Minnesota Statutes Section 412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance is available without cost at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance:

This 20-year Franchise Agreement allows Northern States Power Company to provide electric services to the residents of Cottage Grove. The associated franchise fee will be effective 90 days after final adoption.

SECTION 14. EFFECTIVE DATE. This ordinance shall become effective 90 days after final adoption.

Passed this 2nd day of August, 2023.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



City Council Action Request

7.N.

Meeting Date 8/2/2023

Department Public Works

Agenda Category Action Item

Title Gas Franchise Fee Agreement Ordinance with CenterPoint Energy

Staff Recommendation Adopt Ordinance No. 1073, CenterPoint Energy Gas Franchise Ordinance.

Budget Implication N/A

Attachments

1.	CenterPoint Franchise Fee CC Memo
2.	CenterPoint Gas Franchise Ordinance

To: Honorable Mayor and City Council
Jennifer Levitt, City Administrator

From: Ryan Burfeind, PE, Public Works Director
Amanda Meyer, PE, City Engineer

Date: July 28, 2023

Re: Approval of Gas Franchise Fee Agreement Ordinance with CenterPoint Energy

Background/Discussion

In 2003, the City Council entered into a 20-year franchise fee agreement with CenterPoint Energy for gas service. The franchise fee agreement memorializes an agreement between the utility company and the city to allow the utility company use of the city's rights-of-way for their energy infrastructure in exchange for a fee. Franchise fee agreements are not required for a utility company to utilize the city right-of-way, and right-of-way permits are required to be obtained regardless of if a franchise fee agreement is in place. The fee collected as part of the franchise fee agreement is done through a charge on the bills of the utility company's customers and is passed through to the city on a quarterly basis.

The Franchise Fee Agreement expires in November 2023, and therefore needs to be reviewed and updated for the next 20 years. The City Attorney has reviewed the agreement with CenterPoint Energy and worked through required updates.

Recommendation

It is recommended that the City Council approve Ordinance No. 1073, CenterPoint Energy Gas Franchise Ordinance.

CenterPoint Energy Gas Franchise Ordinance

ORDINANCE NO. 1073

CITY OF COTTAGE GROVE, WASHINGTON COUNTY, MINNESOTA

AN ORDINANCE GRANTING CENTERPOINT ENERGY RESOURCES CORP., d/b/a CENTERPOINT ENERGY MINNESOTA GAS (“CENTERPOINT ENERGY”), ITS SUCCESSORS AND ASSIGNS, A NONEXCLUSIVE FRANCHISE TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN FACILITIES AND EQUIPMENT FOR THE TRANSPORTATION, DISTRIBUTION, MANUFACTURE AND SALE OF GAS ENERGY FOR PUBLIC AND PRIVATE USE AND TO USE THE PUBLIC WAYS AND GROUNDS OF THE CITY OF COTTAGE GROVE, WASHINGTON COUNTY, MINNESOTA, FOR SUCH PURPOSE; AND, PRESCRIBING CERTAIN TERMS AND CONDITIONS THEREOF

The City Council of the City of Cottage Grove, Washington County, Minnesota, does hereby ordain as follows:

SECTION 1. DEFINITIONS.

For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

- 1.1 **City.** The City of Cottage Grove, County of Washington, State of Minnesota.
- 1.2 **City Utility System.** Facilities used for providing public utility service owned or operated by City or agency thereof, including sewer, storm sewer, water service, street lighting and traffic signals, but excluding facilities for providing heating, lighting, or other forms of energy.
- 1.3 **Commission.** The Minnesota Public Utilities Commission, or any successor agency or agencies, including an agency of the federal government, which preempts all or part of the authority to regulate gas retail rates now vested in the Minnesota Public Utilities Commission.
- 1.4 **Company.** CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Minnesota Gas (“CenterPoint Energy”) its successors and assigns including all successors or assigns that own or operate any part or parts of the Gas Facilities subject to this Franchise.
- 1.5 **Gas Energy.** Gas Energy includes both retail and wholesale natural, manufactured or mixed gas.

1.6 **Gas Facilities.** Gas transmission and distribution pipes, lines, ducts, fixtures, and all necessary equipment and appurtenances owned or operated by the Company for the purpose of providing Gas Energy for retail or wholesale use.

1.7 **Notice.** A writing served by any party or parties on any other party or parties. Notice to Company shall be mailed to CenterPoint Energy, Vice President Regional Operations - Minnesota, 505 Nicollet Mall, Minneapolis, Minnesota, 55402. Notice to the City shall be mailed to Jennifer Levitt, City Administrator, 12800 Ravine Parkway South, Cottage Grove, Minnesota 55016. Any party may change its respective address for the purpose of this Ordinance by written Notice to the other parties.

1.8 **Ordinance.** This gas franchise ordinance, also referred to as the Franchise.

1.9 **Public Way.** Any highway, street, alley or other public right-of-way within the City.

1.10 **Public Ground.** Land owned or otherwise controlled by the City for utility easements, park, trail, walkway, open space or other public property, which is held for use in common by the public or for public benefit.

SECTION 2. ADOPTION OF FRANCHISE.

2.1 **Grant of Franchise.** City hereby grants Company, for a period of twenty (20) years from the date this Ordinance is passed and approved by the City, the right to transport, distribute and sell Gas Energy for public and private use within and through the limits of the City as its boundaries now exist or as they may be extended in the future and also the right to transport Gas Energy through the limits of the City for use outside of the City limits. For these purposes, Company may construct, operate, repair and maintain Gas Facilities in, on, over, under and across the Public Ways and Public Grounds, subject to the provisions of this Ordinance. Company may do all reasonable things necessary or customary to accomplish these purposes, subject, however, to such reasonable regulations as may be imposed by the City pursuant to a public right-of-way ordinance or permit requirements adopted consistent with state law.

2.2 **Effective Date; Written Acceptance.** This Franchise shall be in force and effect from and after the passage of this Ordinance and publication as required by law and its acceptance by Company. If Company does not file a written acceptance with the City within sixty (60) days after the date the City Council adopts this Ordinance, or otherwise inform the City, at any time, that the Company does not accept this Franchise, the City Council by resolution shall revoke this Franchise.

2.3. **Service and Gas Rates.** The terms and conditions of service and the rates to be charged by Company for Gas Energy in City are subject to the exclusive jurisdiction of the Commission.

2.4. **Publication Expense.** Company shall pay the expense of publication of this Ordinance.

2.5. **Dispute Resolution.** If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within thirty (30) days of the written Notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used or if the parties are unable to resolve the dispute within thirty (30) days after first meeting with the selected mediator, either party may commence an action in Washington County District Court to interpret and enforce this Franchise or for such other relief as may be permitted by law or equity.

2.6. **Continuation of Franchise.** If the City and the Company are unable to agree on the terms of a new franchise by the time this Franchise expires, this Franchise will remain in effect until a new franchise is agreed upon, or until ninety (90) days after the City or the Company serves written Notice to the other party of its intention to allow Franchise to expire. However, in no event shall this Franchise continue for more than one (1) year after expiration of the twenty (20) year term set forth in Section 2.1.

SECTION 3. LOCATION, OTHER REGULATIONS.

3.1. **Location of Facilities.** Gas Facilities shall be located, constructed and maintained so as not to interfere with the safety and convenience of ordinary travel along and over Public Ways and so as not to disrupt normal operation of any City Utility System. Gas Facilities may be located on Public Grounds in a location selected by the City. The location and relocation of Gas Facilities shall be subject to permits if required by separate ordinance and to other reasonable regulations of the City consistent with authority granted the City to manage its Public Ways and Public Grounds under state law, to the extent not inconsistent with a specific term of this Franchise.

3.2. **Street Openings.** Company shall not open or disturb any Public Way or Public Ground for any purpose without first having obtained a permit from the City, if required by a separate ordinance, for which the City may impose a reasonable fee consistent with State Law. Permit conditions imposed on Company shall not be more burdensome than those imposed on other public right-of-way users for similar facilities or work. Company may, however, open and disturb the surface of any Public Way or Public Ground without a permit if an emergency exists requiring the immediate repair of Gas Facilities, and (ii) Company gives telephone, email or similar Notice to the City before commencement of the emergency repair, if reasonably possible. Within two (2) business days after commencing the repair, Company shall apply for any required permits and pay any required fees.

3.3. **Restoration.** After undertaking any work requiring the opening of any Public Way or Public Ground, the Company shall restore the Public Ways or Public Grounds in accordance with Minnesota Rules, 7819.1100. Company shall restore the Public Ground to as good a condition as formerly existed, and shall maintain the surface in good condition for six (6) months thereafter. All work shall be completed as promptly as weather permits, and if Company shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Ground in the said condition, the City shall have, after demand to Company to cure and the passage of a reasonable period of time following the demand, but not to exceed five (5) days, the right to make the restoration of the Public Ways or Public Grounds at the expense of Company. Company shall pay to the City the cost of such work done for or performed by the City. The Company shall not be required to post a construction performance bond. This remedy shall be in addition to any other remedy available to the City for noncompliance with this Section 3.3.

3.4. **Avoid Damage to Gas Facilities.** The Company must take reasonable measures to prevent the Gas Facilities from causing damage to persons or property. The Company must take reasonable measures to protect the Gas Facilities from damage that could be inflicted on the Gas Facilities by persons, property, or the elements. Per Minnesota Statute 216D.05, the City must take protective measures when it performs work near the Gas Facilities.

3.5. **Notice of Improvements to Streets.** The City will give Company reasonable written Notice of plans for improvements to Public Ways and Public Grounds where the City has reason to believe that Gas Facilities may affect or be affected by the improvement. The Notice will contain: (i) the nature and character of the improvements, (ii) the Public Ways or Public Grounds upon which the improvements are to be made, (iii) the extent of the improvements, (iv) the time when the City will start the work, and (v) if more than one Public Way or Public Grounds is involved, the order in which the work is to proceed. The Notice will be given to Company a sufficient length of time, considering seasonal working conditions, in advance of the actual commencement of the work to permit Company to make any additions, alterations or repairs to its Gas Facilities the Company deems necessary.

3.6 **Mapping Information.** If requested by City, the Company must promptly provide complete and accurate mapping information for any of its Gas Facilities in accordance with the requirements of Minnesota Rules 7819.4000 and 7819.4100. Company shall provide field locations for its underground Gas Facilities within City consistent with the requirements of Minnesota Statutes, Chapter 216D.

3.7. **Emergency Response.** As emergency first-responders, when a public safety concern exists both the City and Company shall respond to gas emergencies within the City. .

SECTION 4. RELOCATIONS.

4.1. **Relocation in Public Ways and Public Grounds.** The Company and City shall comply with the provisions of Minnesota Rules 7819.3100, with respect to requests for the Company to relocate Gas Facilities located in either Public Ways or Public Grounds.

4.2. **Projects with Federal Funding.** Relocation, removal, or rearrangement of any Company Gas Facilities made necessary because of the extension into or through City of a federally aided highway project shall be governed by the provisions of Minnesota Statutes Sections 161.45 and 161.46.

SECTION 5. INDEMNIFICATION.

5.1. **Indemnity of City.** Company shall indemnify and hold the City harmless from any and all liability, on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, inspection, the issuance of permits, or the operation of the Gas Facilities located in the Public Ways and Public Grounds. The City shall not be indemnified for losses or claims occasioned through its own negligence or otherwise wrongful act or omission except for losses or claims arising out of or alleging the City's negligence as to the issuance of permits for, or inspection of, Company's plans or work.

5.2. **Defense of City.** In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, Company at its sole cost and expense shall defend the City in such suit if written Notice thereof is promptly given to Company within a period wherein Company is not prejudiced by lack of such Notice. If Company is required to indemnify and defend, it will thereafter have control of such litigation, but Company may not settle such litigation without the consent of the City, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City. The Company, in defending any action on behalf of the City, shall be entitled to assert in any action every defense or immunity that the City could assert in its own behalf. This Franchise agreement shall not be interpreted to constitute a waiver by the City of any of its defenses of immunity or limitations on liability under Minnesota Statutes, Chapter 466.

SECTION 6. VACATION OF PUBLIC WAYS AND PUBLIC GROUNDS.

The City shall give Company at least two (2) weeks prior written Notice of a proposed vacation of a Public Ways or Public Grounds. The City and the Company shall comply with Minnesota Rules 7819.3100 and Minnesota Rules 7819.3200 with respect to any request for vacation. In no case, however, shall the City be liable to Company for failure to specifically preserve a right-of-way under Minnesota Statutes, Section 160.29.

SECTION 7. CHANGE IN FORM OF GOVERNMENT.

Any change in the form of government of the City shall not affect the validity of this Ordinance. Any governmental unit succeeding the City shall, without the consent of Company, succeed to all of the rights and obligations of the City provided in this Ordinance.

SECTION 8. FRANCHISE FEE.

8.1. **Form.** During the term of the franchise hereby granted, the City may charge the Company a franchise fee. The Company will administer the collection and payment of franchise fees to City. The franchise fee will be collected on a flat per meter basis, or by some other method that is mutually acceptable to both City and Company for each retail customer within the corporate limits of the City. The amount of the fee collected may differ for each customer class. The City will use a formula that provides a stable and predictable amount of fees, without placing the Company at a competitive disadvantage. Such fee shall not exceed any amount that the Company may legally charge to its customers prior to payment to the City. If the Company claims that the City required fee formula is discriminatory or otherwise places the Company at a competitive disadvantage, the Company will provide a formula that will produce a substantially similar fee amount to the City. If the City and Company are unable to agree, the disagreement shall be subject to the Dispute Resolution provisions of this Ordinance.

8.2. **Separate Ordinance.** The franchise fee shall be imposed by separate ordinance duly adopted by the City Council. The effective date of the franchise fee ordinance shall be no less than ninety (90) days after written Notice enclosing a copy of the duly adopted and approved ordinance has been served upon the Company by Certified mail. The Company is not required to collect a franchise fee if the terms of the fee agreement are inconsistent with this franchise or state law, provided the Company notifies the City Council of the same within the ninety (90) day period.

8.3. **Condition of Fee.** The separate ordinance imposing the fee shall not be effective against the Company unless it lawfully imposes a fee of the same or substantially similar amount on the sale of energy within the City by any other energy supplier, provided that, as to such supplier, the City has the authority or contractual right to require a franchise fee or similar fee through an agreed-upon franchise.

8.4. **Collection of Fee.** The franchise fee shall be payable not less than quarterly during complete billing months of the period for which payment is to be made. The franchise fee formula may be changed from time to time, however, the change shall meet the same Notice and acceptance requirements and the fee may not be changed more often than annually. Such fee shall not exceed any amount that the Company may legally charge to its customers prior to payment to the City. Such fee is subject to subsequent reductions to account for uncollectibles and customer refunds incurred by the Company. The Company shall not be responsible to pay City fees that Company is unable to collect under Commission rules or order. The Company agrees to make available for inspection by the

City at reasonable times all records necessary to audit the Company's determination of the franchise fee payments.

SECTION 9. ABANDONED FACILITIES.

The Company shall comply with Minnesota Statutes, Section 216D.01, et seq., as it may be amended from time to time with respect to abandoned facilities located in Public Ways and Public Grounds and with Minnesota Rules, Part 7819.3300, as it may be amended from time to time with respect to abandoned facilities in Public Ways. The Company shall maintain records describing the exact location of all abandoned and retired Gas Facilities within the Public Ways and Public Grounds, produce such records at the City's request and comply with the location requirements of Minnesota Statutes, Section 216D.04 with respect to all Gas Facilities located in Public Ways and Public Grounds. Company may abandon underground Gas Facilities in place, provided at City's request, Company will remove abandoned metal pipe interfering with a City improvement project, but only to the extent such metal pipe is uncovered by excavation as part of the City improvement project.

SECTION 10. TREE TRIMMING.

Company may trim all trees and shrubs, including roots, in the Public Ways and Public Grounds of City to the extent Company finds necessary to avoid interference with the proper construction, operation, repair and maintenance of any Gas Facilities installed hereunder, provided that Company shall save the City harmless from any liability arising therefrom.

SECTION 11. PROVISIONS OF ORDINANCE.

11.1. **Severability.** Every section, provision, or part of this Ordinance is declared separate from every other section, provision, or part; and if any section, provision, or part shall be held invalid, it shall not affect any other section, provision, or part. Where a provision of any other City ordinance is inconsistent with the provisions of this Ordinance, the provisions of this Ordinance shall prevail.

11.2. **Limitation on Applicability.** This Ordinance constitutes a franchise agreement between the City and Company as the only parties. No provisions herein shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a third-party beneficiary of this Ordinance or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

SECTION 12. AMENDMENT PROCEDURE.

Either party may propose at any time that this Franchise Ordinance be amended. Franchise Ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall

become effective upon the filing of Company's written consent thereto with the City Clerk within ninety (90) days after the effective date of the amendatory ordinance. If the Company does not consent to the amendment, the ordinance containing the amendment shall be revoked by City.

SECTION 13. SUMMARY PUBLICATION.

Pursuant to Minnesota Statutes Section 412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance is available without cost at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance:

This 20-year Franchise Agreement allows CenterPoint Energy to provide gas services to the residents of Cottage Grove upon payment of a franchise fee to the City. The fee will be effective 90 days after final adoption.

EFFECTIVE DATE. This ordinance shall become effective 90 days after final adoption.

Passed this 2nd day of August, 2023.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



City Council Action Request

8.A.

Meeting Date	8/2/2023				
Department	Finance				
Agenda Category	Action Item				
Title	Approve payments for the period from 7-19-2023 to 7-28-2023 in the amount of \$2,680,394.12.				
Staff Recommendation	Approve payments for the period from 7-19-2023 to 7-28-2023 in the amount of \$2,680,394.12.				
Budget Implication	N/A				
Attachments	<table><tr><td>1.</td><td>Expense Approval Report</td></tr><tr><td>2.</td><td>COUNCIL CHECK REGISTER CK 07.27</td></tr></table>	1.	Expense Approval Report	2.	COUNCIL CHECK REGISTER CK 07.27
1.	Expense Approval Report				
2.	COUNCIL CHECK REGISTER CK 07.27				



Cottage Grove

Expense Approval Report

By Vendor Name

Payment Dates 7/19/2023 - 7/28/2023

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN32514 - 9800 HEMINGWAY LLC					
9800 HEMINGWAY LLC	220316	07/26/2023	20230720	2ND HALF 2023 PAY GO PAYMENT	11,825.14
Vendor VEN32514 - 9800 HEMINGWAY LLC Total:					11,825.14
Vendor: VEN35316 - ABM EQUIPMENT LLC					
ABM EQUIPMENT LLC	16214	07/26/2023	174844-IN	CONVEYOR PARTS, EMERGENCY REPAIR - 6008/35991	12,023.54
Vendor VEN35316 - ABM EQUIPMENT LLC Total:					12,023.54
Vendor: VEN20033 - ACUSHNET COMPANY					
ACUSHNET COMPANY	220249	07/19/2023	915277005	PROSHOP MERCHANDISE	60.17
ACUSHNET COMPANY	220249	07/19/2023	915824067	PROSHOP MERCHANDISE	509.76
Vendor VEN20033 - ACUSHNET COMPANY Total:					569.93
Vendor: VEN01187 - ADVANCED GRAPHIX INC					
ADVANCED GRAPHIX INC	220317	07/26/2023	211982	SQUAD SET UP	982.00
ADVANCED GRAPHIX INC	220317	07/26/2023	211982	SQUAD SET UP	982.00
ADVANCED GRAPHIX INC	220317	07/26/2023	211982	SQUAD SET UP	982.00
ADVANCED GRAPHIX INC	220317	07/26/2023	211982	SQUAD SET UP	982.00
Vendor VEN01187 - ADVANCED GRAPHIX INC Total:					3,928.00
Vendor: VEN35068 - AI TECHNOLOGIES LLC					
AI TECHNOLOGIES LLC	16215	07/26/2023	20011072023	BENEFITS ADMINISTRATION FEES	358.00
Vendor VEN35068 - AI TECHNOLOGIES LLC Total:					358.00
Vendor: VEN33229 - AMAZON FULFILLMENT SERVICES, INC.					
AMAZON FULFILLMENT SERVI	16162	07/19/2023	1G7K-NYHM-1C6N	DRY ERASE BOARD 48 X 36 - CITY HALL	61.90
AMAZON FULFILLMENT SERVI	16162	07/19/2023	1M1H-3NH7-1CMV	HOLDERS FOR FOAM EARBUD	106.26
AMAZON FULFILLMENT SERVI	16162	07/19/2023	1X47-DNRF-4M9K	BR CABINET FOR TOWELS	88.99
AMAZON FULFILLMENT SERVI	16162	07/19/2023	11C3-L6MK-9P3F	PUMP REPAIR KIT FOR AIRLESS PAINT SPRAYER	31.99
AMAZON FULFILLMENT SERVI	16162	07/19/2023	1N6H-GWPT-DW3G	AOEVI ADJUSTABLE LAPTOP STAND - IT	28.99
AMAZON FULFILLMENT SERVI	16162	07/19/2023	1NCX-TT9K-CMP7	WALKIE TALKIE'S/SELF SEAL ENVELOPES	182.25
AMAZON FULFILLMENT SERVI	16162	07/19/2023	11LC-Q3HH-M1R6	EAR MUFFS FOR CREW	56.98
AMAZON FULFILLMENT SERVI	16162	07/19/2023	1CCK-1MTR-TMJP	SEAGATE IRONWOLF 6TB NAS INTERNAL HARD DRIVE	140.88
AMAZON FULFILLMENT SERVI	16162	07/19/2023	1CRT-NCHX-T1MD	EVENT CENTER SUPPLIES	202.40
AMAZON FULFILLMENT SERVI	16162	07/19/2023	1K4N-QXVJ-RYC7	1ST ORDER-NOT RECEIVED-SPRAYE INV#11C3-L6MK-9P3F	-31.99
AMAZON FULFILLMENT SERVI	16162	07/19/2023	1L1F-WFFP-TTXG	PUMP REPAIR KIT FOR AIRLESS PAINT SPRARYER 2ND	31.99
AMAZON FULFILLMENT SERVI	16162	07/19/2023	1N6H-GWPT-RPT4	PHOTO ALBUMS -PW	43.36
AMAZON FULFILLMENT SERVI	16162	07/19/2023	1K4J-LFRX-VQN6	TRIPP WALL MOUNT RACK ENCLOSURE - IT	505.62
AMAZON FULFILLMENT SERVI	16216	07/26/2023	16XD-WNDW-41MJ	BENCH FOR BATHROOM	40.49
AMAZON FULFILLMENT SERVI	16216	07/26/2023	1FFW-4FT4-HCLQ	PROTECTIVE GEAR FOR RANGE CLEANING	33.88
AMAZON FULFILLMENT SERVI	16216	07/26/2023	1JWY-LKKQ-K3N3	BLU-RAY MEDIA DISC	47.99
AMAZON FULFILLMENT SERVI	16216	07/26/2023	1MFR-T1RX-K67H	SUPPLIES FOR SIGNAGE	26.97
AMAZON FULFILLMENT SERVI	16216	07/26/2023	1DCN-GXX6-VHRC	STAINLESS STEEL BAR STRAINER/BAR SHAKER	25.07
AMAZON FULFILLMENT SERVI	16216	07/26/2023	1JGN-YFT3-46YY	EVENT CENTER SUPPLIES	766.80
Vendor VEN33229 - AMAZON FULFILLMENT SERVICES, INC. Total:					2,390.82

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Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN31224 - AMERICAN FAMILY LIFE ASSURANCE COMPANY OF COLUMBUS					
AMERICAN FAMILY LIFE ASSU	16217	07/26/2023	INV025365	07/13/23 BIWEEKLY PAYROLL 06/19/23- 07/02/23	111.42
AMERICAN FAMILY LIFE ASSU	16217	07/26/2023	INV025377	07/27/23 BIWEEKLY PAYROLL 07/03-07/16/23	111.42
Vendor VEN31224 - AMERICAN FAMILY LIFE ASSURANCE COMPANY OF COLUMBUS Total:					222.84
Vendor: VEN36455 - ANDREW SONN					
ANDREW SONN	220250	07/19/2023	20230711	REIMBURSEMENT FOR GOLFCOURSE SUPPLIES	77.88
ANDREW SONN	220250	07/19/2023	20230711	REIMBURSEMENT FOR GOLFCOURSE SUPPLIES	35.72
ANDREW SONN	220250	07/19/2023	20230711	REIMBURSEMENT FOR GOLFCOURSE SUPPLIES	51.92
ANDREW SONN	220250	07/19/2023	20230711	REIMBURSEMENT FOR GOLFCOURSE SUPPLIES	5.52
Vendor VEN36455 - ANDREW SONN Total:					171.04
Vendor: VEN31765 - ANIMAL HUMANE SOCIETY					
ANIMAL HUMANE SOCIETY	220318	07/26/2023	36639	2ND QTR 2023 IMPOUND FEE	2,051.00
Vendor VEN31765 - ANIMAL HUMANE SOCIETY Total:					2,051.00
Vendor: VEN01017 - ASPEN EQUIPMENT COMPANY					
ASPEN EQUIPMENT COMPAN	16163	07/19/2023	PSO038437-1	SENSOR ASSEMBLY	13.36
Vendor VEN01017 - ASPEN EQUIPMENT COMPANY Total:					13.36
Vendor: VEN34157 - BEARING DISTRIBUTORS INC					
BEARING DISTRIBUTORS INC	220251	07/19/2023	9503066940	BALL BEARINGS - HERO CENTER	27.49
Vendor VEN34157 - BEARING DISTRIBUTORS INC Total:					27.49
Vendor: VEN34204 - BENEFIT EXTRAS, INC.					
BENEFIT EXTRAS, INC.	16164	07/19/2023	116239	FEES - COBRA/RETIREE BILLING/HRA & FLEX ADMIN	984.75
Vendor VEN34204 - BENEFIT EXTRAS, INC. Total:					984.75
Vendor: VEN32796 - BERGANKDV, LTD					
BERGANKDV, LTD	220319	07/26/2023	1201268	AUDIT OF 12/30/2022 FINANCIAL STMT/DRAFTING CAFR	8,375.00
BERGANKDV, LTD	220319	07/26/2023	1201268	AUDIT OF 12/30/2022 FINANCIAL STMT/DRAFTING CAFR	7,200.00
BERGANKDV, LTD	220319	07/26/2023	1201268	AUDIT OF 12/30/2022 FINANCIAL STMT/DRAFTING CAFR	5,100.00
BERGANKDV, LTD	220319	07/26/2023	1201268	AUDIT OF 12/30/2022 FINANCIAL STMT/DRAFTING CAFR	4,187.50
BERGANKDV, LTD	220319	07/26/2023	1201268	AUDIT OF 12/30/2022 FINANCIAL STMT/DRAFTING CAFR	4,187.50
Vendor VEN32796 - BERGANKDV, LTD Total:					29,050.00
Vendor: VEN35453 - BIX PRODUCE COMPANY LLC					
BIX PRODUCE COMPANY LLC	16165	07/19/2023	5823879	FOOD FOR CLUBHOUSE	347.00
BIX PRODUCE COMPANY LLC	16218	07/26/2023	5830433	FOOD FOR CLUBHOUSE	426.73
Vendor VEN35453 - BIX PRODUCE COMPANY LLC Total:					773.73
Vendor: VEN02288 - BOUND TREE MEDICAL, LLC					
BOUND TREE MEDICAL, LLC	16219	07/26/2023	85007949	EMS SUPPLIES	490.61
BOUND TREE MEDICAL, LLC	16219	07/26/2023	85007950	EMS SUPPLIES	81.58
BOUND TREE MEDICAL, LLC	16219	07/26/2023	85009615	EMS SUPPLIES	44.39
Vendor VEN02288 - BOUND TREE MEDICAL, LLC Total:					616.58
Vendor: VEN02306 - BRAUN INTERTEC CORPORATION					
BRAUN INTERTEC CORPORATI	16166	07/19/2023	B347136	COTTAGE GROVE - SOUTH DISTRICT ST AND UTILITY IMP	4,643.00

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BRAUN INTERTEC CORPORATI	16166	07/19/2023	B347140	WELL 7 INTERIM WATER TREATMENT FACILITY	2,013.25
BRAUN INTERTEC CORPORATI	16166	07/19/2023	B347141	PROFESSIONAL SERVICES THRU 6/2/23 EPD/JAMAICA P	14,521.00
BRAUN INTERTEC CORPORATI	16166	07/19/2023	B347144	GLACIAL VALLEY PARK SVCS THROUGH 06/2/23	2,508.50
Vendor VEN02306 - BRAUN INTERTEC CORPORATION Total:					23,685.75
Vendor: VEN35273 - BREAKTHRU BEVERAGE MINNESOTA BEER LLC					
BREAKTHRU BEVERAGE MINN	220252	07/19/2023	110950113	BEER FOR CLUBHOUSE	177.00
BREAKTHRU BEVERAGE MINN	220252	07/19/2023	110950114	BEER FOR CLUBHOUSE	262.00
BREAKTHRU BEVERAGE MINN	220252	07/19/2023	110952878	BEER FOR CLUBHOUSE	957.84
Vendor VEN35273 - BREAKTHRU BEVERAGE MINNESOTA BEER LLC Total:					1,396.84
Vendor: VEN33107 - BURGGRAF'S ACE HARDWARE OF COTTAGE GROVE CO.					
BURGGRAF'S ACE HARDWARE	220253	07/19/2023	5395	CLOROX WIPES/BOTTLE-WELL 2	16.58
BURGGRAF'S ACE HARDWARE	220253	07/19/2023	5414	TUBE BRD 1 1/4 X 1 3/4	41.94
BURGGRAF'S ACE HARDWARE	220253	07/19/2023	5417	VEGETATION KLR 1.33G - UTILITIES	39.99
BURGGRAF'S ACE HARDWARE	220253	07/19/2023	5425	SCREWS 1/4X2 -1/4 HEX PACK - WELL #2	31.99
BURGGRAF'S ACE HARDWARE	220253	07/19/2023	5428	BAR & CHAIN OIL/LEAF RAKE - FORESTRY	103.94
BURGGRAF'S ACE HARDWARE	220253	07/19/2023	5432	BATTERIES 9V - PARKS	35.98
BURGGRAF'S ACE HARDWARE	220253	07/19/2023	5435	ADPT/HOSES- WELL #2	5.38
BURGGRAF'S ACE HARDWARE	220253	07/19/2023	5437	FOAM WASP & HORNET SPRAY - STREETLIGHTS	23.96
BURGGRAF'S ACE HARDWARE	220320	07/26/2023	5448	BATHROOM KEYS	7.98
Vendor VEN33107 - BURGGRAF'S ACE HARDWARE OF COTTAGE GROVE CO. Total:					307.74
Vendor: VEN03001 - CALLAWAY GOLF					
CALLAWAY GOLF	220254	07/19/2023	936187031	PROSHOP MERCHANDISE	864.97
CALLAWAY GOLF	220254	07/19/2023	936210962	PROSHOP MERCHANDISE	438.90
CALLAWAY GOLF	220254	07/19/2023	936227225	PROSHOP MERCHANDISE	122.42
CALLAWAY GOLF	220321	07/26/2023	936247606	PROSHOP MERCHANDISE	467.28
Vendor VEN03001 - CALLAWAY GOLF Total:					1,893.57
Vendor: VEN14448 - CAPITAL ONE TRADE CREDIT					
CAPITAL ONE TRADE CREDIT	16167	07/19/2023	561161840	SPINDLE KIT - 21MISC/35971 & SPRAY BOTTLES - SS100	144.95
Vendor VEN14448 - CAPITAL ONE TRADE CREDIT Total:					144.95
Vendor: VEN32194 - CAPSTONE HOMES, INC					
CAPSTONE HOMES, INC	16220	07/26/2023	20230721	REFUND ESCROW - 10294 GOODVIEW CIR S	5,065.00
CAPSTONE HOMES, INC	16220	07/26/2023	20230721-A	REFUND ESCROW - 10288 GOODVIEW CIR S	5,065.00
CAPSTONE HOMES, INC	16220	07/26/2023	20230721-B	REFUND ESCROW - 10276 GOODVIEW CIR S	5,065.00
CAPSTONE HOMES, INC	16220	07/26/2023	20230721-C	REFUND ESCROW -	5,065.00
CAPSTONE HOMES, INC	16220	07/26/2023	20230721-D	REFUND ESCROW - 10270 GOODVIEW CIR S	5,065.00
CAPSTONE HOMES, INC	16220	07/26/2023	20230721-E	REFUND ESCROW - 10282 GOODVIEW CIR S	5,065.00
CAPSTONE HOMES, INC	16220	07/26/2023	20230721-F	REFUND ESCROW - 6772 101ST ST S	5,065.00
CAPSTONE HOMES, INC	16220	07/26/2023	20230721-G	REFUND ESCROW - 6764 101ST ST S	5,065.00
CAPSTONE HOMES, INC	16220	07/26/2023	20230721-H	REFUND ESCROW - 6756 101ST ST S	5,065.00
Vendor VEN32194 - CAPSTONE HOMES, INC Total:					45,585.00
Vendor: VEN03922 - CENTERPOINT ENERGY					
CENTERPOINT ENERGY	220255	07/19/2023	20230703	FIRE #3 GAS USAGE	44.75
CENTERPOINT ENERGY	220255	07/19/2023	20230703	LAMAR PARK BLDG GAS USAGE	22.20

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Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
CENTERPOINT ENERGY	220255	07/19/2023	20230703	WARMING HOUSE GAS USAG	23.40
CENTERPOINT ENERGY	220255	07/19/2023	20230703	PW STORAGE BLDG GAS USA	48.70
CENTERPOINT ENERGY	220255	07/19/2023	20230703	RIVER OAKS PRO SHOP GAS	42.79
				USAGE	
CENTERPOINT ENERGY	220255	07/19/2023	20230703	RIVER OAKS MAINT BLDG GAS	46.65
				USAGE	
CENTERPOINT ENERGY	220255	07/19/2023	20230703	CLUBHOUSE GAS USAGE	506.23
Vendor VEN03922 - CENTERPOINT ENERGY Total:					734.72
Vendor: VEN35388 - CENTRAL MCGOWAN INC					
CENTRAL MCGOWAN INC	220322	07/26/2023	247677	CO2/NITROGEN CYLINDER	18.00
				RENTAL	
CENTRAL MCGOWAN INC	220322	07/26/2023	729957	CO2/NITROGEN CYLINDER	174.95
				RENTAL	
Vendor VEN35388 - CENTRAL MCGOWAN INC Total:					192.95
Vendor: VEN03059 - CENTURY COLLEGE					
CENTURY COLLEGE	16221	07/26/2023	769590	30 BLS PROVIDER CARDS	195.00
Vendor VEN03059 - CENTURY COLLEGE Total:					195.00
Vendor: VEN29526 - CENTURY LINK					
CENTURY LINK	220256	07/19/2023	20230701	ACCT 651 769-1028 761	170.78
CENTURY LINK	220256	07/19/2023	20230701-2	ACCT 612 E12-8029 542	544.38
Vendor VEN29526 - CENTURY LINK Total:					715.16
Vendor: VEN03430 - CINTAS CORPORATION #754					
CINTAS CORPORATION #754	220323	07/26/2023	4160447900	MAT RENTALS	86.09
Vendor VEN03430 - CINTAS CORPORATION #754 Total:					86.09
Vendor: VEN33565 - CINTAS CORPORATION NO. 2					
CINTAS CORPORATION NO. 2	16168	07/19/2023	4160157022	PW UNIFORM SVC	6.60
CINTAS CORPORATION NO. 2	16168	07/19/2023	4160157022	PW UNIFORM SVC	49.29
Vendor VEN33565 - CINTAS CORPORATION NO. 2 Total:					55.89
Vendor: VEN34860 - CITY OF BLOOMINGTON					
CITY OF BLOOMINGTON	220324	07/26/2023	22318	LAB TESTING FOR WELLS	2,940.00
Vendor VEN34860 - CITY OF BLOOMINGTON Total:					2,940.00
Vendor: VEN03458 - CITY OF COTTAGE GROVE					
CITY OF COTTAGE GROVE	220257	07/19/2023	20230713	VANCE TVERBERG - MARKING	48.81
				WAND & PAINT/INSPECTIONS	
CITY OF COTTAGE GROVE	220257	07/19/2023	20230713	PAINT FOR INSPECTIONS	10.18
CITY OF COTTAGE GROVE	220257	07/19/2023	20230713	BRIAN LATVALA- LUNCH	15.00
				REIMBURSEMENT	
CITY OF COTTAGE GROVE	220257	07/19/2023	20230713	JEFF VARUGHESE - LUNCH	15.00
				REIMBURSEMENT	
CITY OF COTTAGE GROVE	220257	07/19/2023	20230713	VANCE TVERBERG - LUNCH	15.00
				REIMBURSEMENT	
CITY OF COTTAGE GROVE	220257	07/19/2023	20230713	ANDY MCLEAN - LUNCH	15.00
				REIMBURSEMENT	
CITY OF COTTAGE GROVE	220257	07/19/2023	20230713	TERRY RENLUND - LUNCH	15.00
				REIMBURSEMENT	
Vendor VEN03458 - CITY OF COTTAGE GROVE Total:					133.99
Vendor: VEN03183 - COLLEGE CITY BEVERAGE, INC.					
COLLEGE CITY BEVERAGE, INC	16169	07/19/2023	919671	BEER FOR CLUBHOUSE	1,193.10
COLLEGE CITY BEVERAGE, INC	16222	07/26/2023	922128	BEER FOR CLUBHOUSE	154.00
COLLEGE CITY BEVERAGE, INC	16222	07/26/2023	922128	BEER FOR CLUBHOUSE	842.80
Vendor VEN03183 - COLLEGE CITY BEVERAGE, INC. Total:					2,189.90
Vendor: VEN35037 - COLLINS ELECTRICAL CONSTRUCTION CO					
COLLINS ELECTRICAL CONSTR	220325	07/26/2023	20230724	REFUND ELECTRICAL PERMIT- 2023-022317/022318	110.00
COLLINS ELECTRICAL CONSTR	220325	07/26/2023	20230724	REFUND ELECTRICAL PERMIT- 2023-022317/022318	110.00
Vendor VEN35037 - COLLINS ELECTRICAL CONSTRUCTION CO Total:					220.00

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Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN32389 - COMCAST					
COMCAST	220326	07/26/2023	173244639	CENTRAL FIRE FIBER ACCT# 939010329-05/15-06/14/23	6,253.44
COMCAST	220326	07/26/2023	175568509	CENTRAL FIRE FIBER ACCT# 939010329-06/15-07/14/23	6,347.05
COMCAST	220258	07/19/2023	20230704	ICE ARENA CABLE SVC	37.83
COMCAST	220258	07/19/2023	20230704	CLUBHOUSE CABLE SVC	1,001.03
COMCAST	220258	07/19/2023	20230704	MAINT SHED CABLE SVC	213.59
COMCAST	220258	07/19/2023	20230704	FIRE CABLE SVC	63.06
COMCAST	220258	07/19/2023	20230706	HERO CENTER ACCT# 8772105760380879	150.00
COMCAST	220258	07/19/2023	20230708	CENTRAL FIRE ACCT# 8772105760347241	91.42
Vendor VEN32389 - COMCAST Total:					14,157.42
Vendor: VEN32321 - COMPASS MINERALS AMERICA INC					
COMPASS MINERALS AMERIC	220327	07/26/2023	1195768	BULK ROAD SALT	34,772.35
Vendor VEN32321 - COMPASS MINERALS AMERICA INC Total:					34,772.35
Vendor: VEN14472 - CORE & MAIN LP					
CORE & MAIN LP	220328	07/26/2023	T126285	ANGLE METER VALVES - UTILITIES	1,668.80
Vendor VEN14472 - CORE & MAIN LP Total:					1,668.80
Vendor: VEN03037 - COTTAGE GROVE AREA CHAMBER OF COMMERCE					
COTTAGE GROVE AREA CHAM	16170	07/19/2023	7549	SWING FOR SCHOLARSHIP GOLF TOURNAMENT	150.00
COTTAGE GROVE AREA CHAM	16170	07/19/2023	7640	BUSINESS NETWORKING LUNCHEON	25.00
Vendor VEN03037 - COTTAGE GROVE AREA CHAMBER OF COMMERCE Total:					175.00
Vendor: VEN34329 - COTTAGE GROVE LEASED HOUSING ASSOCIATES I, LLLP					
COTTAGE GROVE LEASED HO	220329	07/26/2023	20230720	2ND HALF 2023 PAY GO PAYMENT	82,720.71
Vendor VEN34329 - COTTAGE GROVE LEASED HOUSING ASSOCIATES I, LLLP Total:					82,720.71
Vendor: VEN03013 - CULLIGAN-MILBERT COMPANY					
CULLIGAN-MILBERT COMPAN	220259	07/19/2023	157X01764104	SOLAR SALT	62.75
CULLIGAN-MILBERT COMPAN	220259	07/19/2023	157X01777809	SOLAR SALT	17.15
Vendor VEN03013 - CULLIGAN-MILBERT COMPANY Total:					79.90
Vendor: VEN32300 - D R HORTON					
D R HORTON	220330	07/26/2023	20230721	REFUND ESCROW - 6160 JEFFREY AVE S	5,495.00
D R HORTON	220330	07/26/2023	20230721-A	REFUND ESCROW - 6163 JEFFREY AVE S	5,495.00
D R HORTON	220330	07/26/2023	20230721-B	REFUND ESCROW - 6168 JEFFREY AVE S	5,495.00
D R HORTON	220330	07/26/2023	20230721-C	REFUND ESCROW - 6171 JEFFREY AVE S	5,495.00
D R HORTON	220330	07/26/2023	20230721-D	REFUND ESCROW - 6179 JEFFREY AVE S	5,495.00
D R HORTON	220330	07/26/2023	20230721-E	REFUND ESCROW - 6187 JEFFREY AVE S	5,495.00
D R HORTON	220330	07/26/2023	20230721-F	REFUND ESCROW - 6195 JEFFREY AVE S	5,495.00
D R HORTON	220330	07/26/2023	20230721-G	REFUND ESCROW - 6213 JEFFREY AVE S	5,495.00
D R HORTON	220330	07/26/2023	20230721-H	REFUND ESCROW - 6375 JASMINE AVE S	5,495.00
D R HORTON	220330	07/26/2023	20230721-I	REFUND ESCROW - 6376 JASMINE AVE S	5,495.00
Vendor VEN32300 - D R HORTON Total:					54,950.00
Vendor: VEN36450 - DAN SADOWSKI					
DAN SADOWSKI	220260	07/19/2023	20230711	WATER EFFICIENCY REBATE	200.00
Vendor VEN36450 - DAN SADOWSKI Total:					200.00

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Vendor: VEN34463 - DARTS					
DARTS	220331	07/26/2023	SI0007767	LOOP INCOME MAR-JUN 202	6,250.00
Vendor VEN34463 - DARTS Total:					6,250.00
Vendor: VEN30080 - DCA TITLE					
DCA TITLE	220332	07/26/2023	20230720	REFUND UB ACCT#800044422 - 7575 HYDE AVE S	120.95
Vendor VEN30080 - DCA TITLE Total:					120.95
Vendor: VEN29469 - DE LAGE LANDEN FINANCIAL SERVICES					
DE LAGE LANDEN FINANCIAL	220333	07/26/2023	80146962	GOLF CART LEASE	7,010.25
DE LAGE LANDEN FINANCIAL	220333	07/26/2023	80147139	CLUB CAR LEASE	391.63
DE LAGE LANDEN FINANCIAL	220333	07/26/2023	80147139	CLUB CAR LEASE	828.35
Vendor VEN29469 - DE LAGE LANDEN FINANCIAL SERVICES Total:					8,230.23
Vendor: VEN04249 - DELTA DENTAL PLAN OF MN					
DELTA DENTAL PLAN OF MN	220261	07/19/2023	20230713	COBRA PREMIUM-	412.64
DELTA DENTAL PLAN OF MN	220261	07/19/2023	20230713	EMPLOYER PREMIUM-	6,906.08
DELTA DENTAL PLAN OF MN	220261	07/19/2023	20230713	EMPLOYEE PREMIUM-	3,910.20
Vendor VEN04249 - DELTA DENTAL PLAN OF MN Total:					11,228.92
Vendor: VEN04244 - DIAMOND MOWERS, INC.					
DIAMOND MOWERS, INC.	16171	07/19/2023	243910-IN	ROLLER ROD & BRACKET - 8408/36136	199.31
Vendor VEN04244 - DIAMOND MOWERS, INC. Total:					199.31
Vendor: VEN35638 - DRUM CORPORATION					
DRUM CORPORATION	220262	07/19/2023	INV372092	BYPASS FILTER - RETURNED	30.08
DRUM CORPORATION	220262	07/19/2023	INV374013	SWIVEL FITTING - 6008/35991	43.44
DRUM CORPORATION	220262	07/19/2023	CM56021	CREDIT - INV# 372092 RTRN	-30.08
DRUM CORPORATION	220334	07/26/2023	INV377591	BYPASS FILTER GLADHAND - 7019/36219	3.56
Vendor VEN35638 - DRUM CORPORATION Total:					47.00
Vendor: VEN05003 - EARL F ANDERSEN, INC.					
EARL F ANDERSEN, INC.	220335	07/26/2023	133067-IN	KLEEN BREAK BOLTS -SIGNS	108.20
Vendor VEN05003 - EARL F ANDERSEN, INC. Total:					108.20
Vendor: VEN33289 - EBERT, INC.					
EBERT, INC.	220377	07/27/2023	202304	PMT #2 - GLACIAL VALLEY PARK BUILDING	6,555.00
EBERT, INC.	220377	07/27/2023	202305	PMT #3 GLACIAL VALLEY PARK BUILDING	33,938.27
EBERT, INC.	220377	07/27/2023	202306	PMT #4 GLACIAL VALLEY PARK BUILDING	1,900.00
Vendor VEN33289 - EBERT, INC. Total:					42,393.27
Vendor: VEN31722 - EDWARDS PLUMBING, INC					
EDWARDS PLUMBING, INC	220263	07/19/2023	20230705	SOUTH ZAMBONI ROOM FILL HOSE	482.00
Vendor VEN31722 - EDWARDS PLUMBING, INC Total:					482.00
Vendor: VEN05014 - EHLERS AND ASSOCIATES INC					
EHLERS AND ASSOCIATES INC	220336	07/26/2023	81355	2016A BONDS - PAYING AGEN	475.00
EHLERS AND ASSOCIATES INC	220336	07/26/2023	81356	16B BONDS - PAYING AGENT FEE	475.00
EHLERS AND ASSOCIATES INC	220336	07/26/2023	81357	21B BONDS PAYING AGENT FE	475.00
EHLERS AND ASSOCIATES INC	220264	07/19/2023	94525	TIR ADMINISTRATION	140.00
EHLERS AND ASSOCIATES INC	220264	07/19/2023	94526	GENERAL CONSULTING	132.50
EHLERS AND ASSOCIATES INC	220264	07/19/2023	94527	NORTHPOINTE INDUSTRIAL SERVICES	150.00
EHLERS AND ASSOCIATES INC	220264	07/19/2023	94529	TRELLIS DEVELOPMENT SERVICES	1,050.00
Vendor VEN05014 - EHLERS AND ASSOCIATES INC Total:					2,897.50
Vendor: VEN06020 - ELLIOTT AUTO SUPPLY					
ELLIOTT AUTO SUPPLY	16172	07/19/2023	1-Z32789	CREDIT - WARRANTY ON RTRN BATTERY	-182.35

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ELLIOTT AUTO SUPPLY	16172	07/19/2023	1-8764104	SHOCK ABSORBER - RETURN	120.28
ELLIOTT AUTO SUPPLY	16172	07/19/2023	1-8765315	FRONT SHOCKS - 2402/36108	131.14
ELLIOTT AUTO SUPPLY	16172	07/19/2023	74-313730	AIR FILTER, OIL FILTER - STOCK	33.13
ELLIOTT AUTO SUPPLY	16172	07/19/2023	74-313745	OIL FILTER - STOCK	3.96
ELLIOTT AUTO SUPPLY	16172	07/19/2023	1-8780373	WHEEL ASSEMBLY - 1006/36139	128.53
ELLIOTT AUTO SUPPLY	16172	07/19/2023	74-314923	CREDIT - INV# 1-8764104 RTRN SHOCK ABSORBER	-120.28
Vendor VEN06020 - ELLIOTT AUTO SUPPLY Total:					114.41
Vendor: VEN05028 - EMERGENCY APPARATUS MAINTENANCE, INC.					
EMERGENCY APPARATUS MAI	16173	07/19/2023	127318	RPL SEALS, GREASED - 3126/36024	4,908.04
EMERGENCY APPARATUS MAI	16173	07/19/2023	128138	RPR LIGHTS, HYDR LK, LFT OUTRIGGER, LADDER- 3126/36024	3,323.17
Vendor VEN05028 - EMERGENCY APPARATUS MAINTENANCE, INC. Total:					8,231.21
Vendor: VEN05060 - EMERGENCY AUTOMOTIVE TECHNOLOGIES INC					
EMERGENCY AUTOMOTIVE TE	16223	07/26/2023	SVC10484	RPL STROBE TUBE - 2159/36191	244.84
Vendor VEN05060 - EMERGENCY AUTOMOTIVE TECHNOLOGIES INC Total:					244.84
Vendor: VEN05365 - ENVIRONMENTAL EQUIPMENT & SERVICES, INC.					
ENVIRONMENTAL EQUIPMEN	220265	07/19/2023	23114	CURTAIN SET - STOCK	418.52
Vendor VEN05365 - ENVIRONMENTAL EQUIPMENT & SERVICES, INC. Total:					418.52
Vendor: VEN30131 - ESS BROTHERS & SONS, INC.					
ESS BROTHERS & SONS, INC.	16174	07/19/2023	DD4260	DUCTILE ADJ RINGS/GLUE/HOOKS-	1,832.45
ESS BROTHERS & SONS, INC.	16174	07/19/2023	DD4260	DUCTILE ADJ RINGS/GLUE/HOOKS-	1,334.85
ESS BROTHERS & SONS, INC.	16174	07/19/2023	DD4261	TRUNCATED DOMES FOR SIDEWALK PED RAMP	506.00
Vendor VEN30131 - ESS BROTHERS & SONS, INC. Total:					3,673.30
Vendor: VEN33420 - ETHICAL LEADERS IN ACTION INC					
ETHICAL LEADERS IN ACTION I	16175	07/19/2023	1767	COMMUNITY DEVELOPMENT SOP PROJECT	4,500.00
Vendor VEN33420 - ETHICAL LEADERS IN ACTION INC Total:					4,500.00
Vendor: VEN35941 - EVERLIGHT SOLAR CONSTRUCTION					
EVERLIGHT SOLAR CONSTRUC	220266	07/19/2023	20230711	SOLAR PROJECT CANCELED - 2023-023077	120.00
EVERLIGHT SOLAR CONSTRUC	220266	07/19/2023	20230711	SOLAR PROJECT CANCELED - 2023-023076	132.00
EVERLIGHT SOLAR CONSTRUC	220266	07/19/2023	20230713	SOLAR PROJECT CANCELED - PERMIT 2023-020574	180.00
EVERLIGHT SOLAR CONSTRUC	220266	07/19/2023	20230713	SOLAR PROJECT CANCELED - PERMIT 2023-020573	236.00
Vendor VEN35941 - EVERLIGHT SOLAR CONSTRUCTION Total:					668.00
Vendor: VEN35321 - EXPERT BILLING LLC					
EXPERT BILLING LLC	16224	07/26/2023	11456	PYMT RECEIPTS-MAY 2023	946.15
Vendor VEN35321 - EXPERT BILLING LLC Total:					946.15
Vendor: VEN06215 - FEDERAL SIGNAL CORPORATION					
FEDERAL SIGNAL CORPORATI	16176	07/19/2023	8310212	ROTATING MECHANICAL SIRE	9,515.00
FEDERAL SIGNAL CORPORATI	16176	07/19/2023	8310212	ANTENNA MOUNTING BRACKET-POLE	125.00
FEDERAL SIGNAL CORPORATI	16176	07/19/2023	8310212	2-WAY DC CONTROL/BATTERY CABINET/CHARGER	7,600.00
FEDERAL SIGNAL CORPORATI	16176	07/19/2023	8339392	PROGRAM TO WOODBURY COMMANDER BASE	800.00
Vendor VEN06215 - FEDERAL SIGNAL CORPORATION Total:					18,040.00
Vendor: VEN06092 - FERRELLGAS LP					
FERRELLGAS LP	16177	07/19/2023	1123327660	PROPANE-ICE	40.51

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FERRELLGAS LP	16177	07/19/2023	1123359488	PROPANE-ICE	40.72
FERRELLGAS LP	16177	07/19/2023	1123443793	PROPANE-ICE	126.18
FERRELLGAS LP	16177	07/19/2023	1123511788	PROPANE-ICE	101.46
Vendor VEN06092 - FERRELLGAS LP Total:					308.87
Vendor: VEN31978 - FIRST ADVANTAGE LNS					
FIRST ADVANTAGE LNS	16225	07/26/2023	2508302306	ANNUAL ENROLLMENT	73.42
FIRST ADVANTAGE LNS	16225	07/26/2023	2508302306	ANNUAL ENROLLMENT	73.42
Vendor VEN31978 - FIRST ADVANTAGE LNS Total:					146.84
Vendor: VEN31404 - FLEETPRIDE, INC					
FLEETPRIDE, INC	220267	07/19/2023	108734999	LOCKNUT SET 8PT - TOOL	993.78
Vendor VEN31404 - FLEETPRIDE, INC Total:					993.78
Vendor: VEN06072 - FRANK ZAMORA'S CONCRETE, LLC					
FRANK ZAMORA'S CONCRETE, LLC	16178	07/19/2023	1817	CONCRETE WORK 8631 IRONWOOD AVE	12,816.00
Vendor VEN06072 - FRANK ZAMORA'S CONCRETE, LLC Total:					12,816.00
Vendor: VEN14420 - GENUINE PARTS COMPANY					
GENUINE PARTS COMPANY	16179	07/19/2023	2514-054796	CREDIT - INV# 2514-53977 RTRN RADIATOR CAP	-8.31
GENUINE PARTS COMPANY	16179	07/19/2023	2514-055506	AUTO PARTS	298.74
GENUINE PARTS COMPANY	16179	07/19/2023	2514-055574	SPARK PLUG WIRE KIT & SPARK PLUGS - 1101/36123	189.94
GENUINE PARTS COMPANY	16179	07/19/2023	2514-055581	BRAKE PAD, BRAKE ROTORS, CALIPERS - 1005/36131	965.16
GENUINE PARTS COMPANY	16179	07/19/2023	2514-055638	CREDIT - FOR INV# 2514- 55574 RTRN SPARK PLUG WIR	-66.49
GENUINE PARTS COMPANY	16179	07/19/2023	2514-056521	LIFT SUPPORT - RETURNED	53.98
GENUINE PARTS COMPANY	16179	07/19/2023	2514-058038	SEAT COVERS - RETURNED	21.00
GENUINE PARTS COMPANY	16179	07/19/2023	2514-058643	CREDIT - INV# 2514-58038 RTRN SEAT COVERS	-21.00
GENUINE PARTS COMPANY	16179	07/19/2023	2514-058654	CREDIT - INV# 2514-55581 & 2514-56521 CORE RTRN	-198.42
Vendor VEN14420 - GENUINE PARTS COMPANY Total:					1,234.60
Vendor: VEN07043 - GOODIN COMPANY					
GOODIN COMPANY	16180	07/19/2023	11078583-00	PUMP FITTINGS 304 SS THRD 90 ST ELL-FILTER PLANT	78.59
Vendor VEN07043 - GOODIN COMPANY Total:					78.59
Vendor: VEN15382 - GOPHER STATE ONE CALL					
GOPHER STATE ONE CALL	16226	07/26/2023	3040319	ONE CALL TICKETS	1,032.75
GOPHER STATE ONE CALL	16226	07/26/2023	3060319	ONE CALL TICKETS	1,189.35
Vendor VEN15382 - GOPHER STATE ONE CALL Total:					2,222.10
Vendor: VEN33410 - GOVCONNECTION, INC					
GOVCONNECTION, INC	16181	07/19/2023	74228168	WELL SURVEILLANCE	2,511.61
Vendor VEN33410 - GOVCONNECTION, INC Total:					2,511.61
Vendor: VEN34070 - GOVERNMENTJOBS.COM, INC					
GOVERNMENTJOBS.COM, INC	220337	07/26/2023	INV-33516	NEW HIRE INTEGRATION SUB 07/01/2023-06/30/2023	6,746.00
Vendor VEN34070 - GOVERNMENTJOBS.COM, INC Total:					6,746.00
Vendor: VEN07015 - GRAINGER					
GRAINGER	16227	07/26/2023	9756259223	TEST STRIPS/CHLORINE -PARK	22.28
Vendor VEN07015 - GRAINGER Total:					22.28
Vendor: VEN07023 - GRAPHIC DESIGN INC					
GRAPHIC DESIGN INC	16182	07/19/2023	QB49027	NEWSLETTER MAILING / POSTAGE	2,608.77
GRAPHIC DESIGN INC	16182	07/19/2023	QB49027	NEWSLETTER MAILING / POSTAGE	2,817.00
GRAPHIC DESIGN INC	16182	07/19/2023	QB49028	BUSINESS CARDS - CRYSTAL RALEIGH	55.00
Vendor VEN07023 - GRAPHIC DESIGN INC Total:					5,480.77

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Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN13406 - GREAT LAKES COCA-COLA DISTRIBUTION, LLC					
GREAT LAKES COCA-COLA DIS	16228	07/26/2023	3610218578	BEVERAGES FOR CLUBHOUSE	964.03
Vendor VEN13406 - GREAT LAKES COCA-COLA DISTRIBUTION, LLC Total:					964.03
Vendor: VEN33637 - GUARDIAN SUPPLY, LLC					
GUARDIAN SUPPLY, LLC	16183	07/19/2023	15746	UNIFORM - ZACCARD	162.19
GUARDIAN SUPPLY, LLC	16229	07/26/2023	15778	UNIFORM - RINZEL	1,002.84
GUARDIAN SUPPLY, LLC	16229	07/26/2023	15779	BODY ARMOR - RINZEL	1,469.99
Vendor VEN33637 - GUARDIAN SUPPLY, LLC Total:					2,635.02
Vendor: VEN32266 - HANCO CORPORATION					
HANCO CORPORATION	220268	07/19/2023	12940-00	TIRES - STOCK	230.06
HANCO CORPORATION	220268	07/19/2023	14880-00	TIRES - 7040/36151	174.48
Vendor VEN32266 - HANCO CORPORATION Total:					404.54
Vendor: VEN33608 - HARTEL & SONS INC					
HARTEL & SONS INC	220269	07/19/2023	440005419	BATTERIES FOR GOLF CARTS	537.37
Vendor VEN33608 - HARTEL & SONS INC Total:					537.37
Vendor: VEN08035 - HIRSHFIELD'S PAINT MANUFACTURING					
HIRSHFIELD'S PAINT MANUFA	220270	07/19/2023	21176-IN	ATHLETIC FIELD STRIPING - PARKS	2,348.64
Vendor VEN08035 - HIRSHFIELD'S PAINT MANUFACTURING Total:					2,348.64
Vendor: VEN32661 - HOHENSTEINS, INC					
HOHENSTEINS, INC	220338	07/26/2023	622163	BEER FOR CLUBHOUSE	555.00
Vendor VEN32661 - HOHENSTEINS, INC Total:					555.00
Vendor: VEN35474 - HOLIDAY STATIONSTORES LLC					
HOLIDAY STATIONSTORES LLC	220271	07/19/2023	90368986	FUEL PURCHASES - PUBLIC SAFETY	30.06
HOLIDAY STATIONSTORES LLC	220271	07/19/2023	90368986	FUEL PURCHASES - PUBLIC SAFETY	41.40
HOLIDAY STATIONSTORES LLC	220271	07/19/2023	90368986	FUEL PURCHASES - PUBLIC SAFETY	-0.81
Vendor VEN35474 - HOLIDAY STATIONSTORES LLC Total:					70.65
Vendor: VEN09268 - IDEAL SERVICE, INC.					
IDEAL SERVICE, INC.	16184	07/19/2023	12386	CHANGED MAX SPEED & PROGRAMMING -WELL#10	1,000.00
Vendor VEN09268 - IDEAL SERVICE, INC. Total:					1,000.00
Vendor: VEN36352 - IN CONTROL INC					
IN CONTROL INC	220272	07/19/2023	S-INV00747	RESTORE NORMAL AUTOMATIC OPERATIONS AT	700.00
Vendor VEN36352 - IN CONTROL INC Total:					700.00
Vendor: VEN30088 - INSTRUMENTAL RESEARCH, INC					
INSTRUMENTAL RESEARCH, IN	220273	07/19/2023	4934	WATER TESTING	480.88
Vendor VEN30088 - INSTRUMENTAL RESEARCH, INC Total:					480.88
Vendor: VEN09001 - INTERNATIONAL CITY MANAGEMENT ASSOCIATION RETIREMENT CORPORATION					
INTERNATIONAL CITY MANAG	16230	07/26/2023	INV025371	07/27/23 BIWEEKLY PAYROLL 07/03-07/16/23	3,154.98
INTERNATIONAL CITY MANAG	16230	07/26/2023	INV025372	07/27/23 BIWEEKLY PAYROLL 07/03-07/16/23	9,940.00
INTERNATIONAL CITY MANAG	16230	07/26/2023	INV025373	07/27/23 BIWEEKLY PAYROLL 07/03-07/16/23	1,053.42
INTERNATIONAL CITY MANAG	16230	07/26/2023	INV025374	07/27/23 BIWEEKLY PAYROLL 07/03-07/16/23	800.00
Vendor VEN09001 - INTERNATIONAL CITY MANAGEMENT ASSOCIATION RETIREMENT CORPORATION Total:					14,948.40
Vendor: VEN09240 - INTERSTATE POWER SYSTEMS, INC.					
INTERSTATE POWER SYSTEMS,	220274	07/19/2023	R001197636-01	ANNUAL PM SERVICE - 6103/36002	1,792.00
Vendor VEN09240 - INTERSTATE POWER SYSTEMS, INC. Total:					1,792.00
Vendor: VEN09255 - I-STATE TRUCK CENTER					
I-STATE TRUCK CENTER	220339	07/26/2023	C242832182-01	DRUM,BRAKE SHOES, BOLT - 6008/35991	571.43

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Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
I-STATE TRUCK CENTER	220339	07/26/2023	C242833834-01	CREDIT - INV# C24283282-01 RTRN CORES	-82.80
I-STATE TRUCK CENTER	220339	07/26/2023	C242834744-01	CREDOT = OMV# C242834445 -01; CORE RETURN	-82.80
Vendor VEN09255 - I-STATE TRUCK CENTER Total:					405.83
Vendor: VEN09103 - IUOE CENTRAL PENSION FUND					
IUOE CENTRAL PENSION FUN	16231	07/26/2023	INV025360	07/13/23 BIWEEKLY PAYROLL 06/19/23- 07/02/23	7,680.00
IUOE CENTRAL PENSION FUN	16231	07/26/2023	INV025375	07/27/23 BIWEEKLY PAYROLL 07/03-07/16/23	7,680.00
Vendor VEN09103 - IUOE CENTRAL PENSION FUND Total:					15,360.00
Vendor: VEN36460 - IVAN FARIAS-CHAVEZ					
IVAN FARIAS-CHAVEZ	220340	07/26/2023	20230720	REFUND PERMIT - PLUMBING 2023-023881	1.00
IVAN FARIAS-CHAVEZ	220340	07/26/2023	20230720	REFUND PERMIT - MECHANICAL 2023-023877	1.00
IVAN FARIAS-CHAVEZ	220340	07/26/2023	20230720	REFUND PERMIT - MECHANICAL 2023-023877	65.00
IVAN FARIAS-CHAVEZ	220340	07/26/2023	20230720	REFUND PERMIT - PLUMBING 2023-023881	95.00
Vendor VEN36460 - IVAN FARIAS-CHAVEZ Total:					162.00
Vendor: VEN35630 - JAYTECH INC					
JAYTECH INC	220275	07/19/2023	227653	COOLING TOWER CHEMICAL	2,467.48
Vendor VEN35630 - JAYTECH INC Total:					2,467.48
Vendor: VEN10080 - JEFFERSON FIRE & SAFETY INC					
JEFFERSON FIRE & SAFETY INC	16232	07/26/2023	IN301654	FOL-DA-TANK COLLAPSIBLE TANK	3,216.79
JEFFERSON FIRE & SAFETY INC	16185	07/19/2023	IN303081	KEY ECO-10 LTWT DOUBLE JACKET FIRE HOSE 2.5"X50'	1,166.80
JEFFERSON FIRE & SAFETY INC	16185	07/19/2023	IN303081	RC50-450--STORZ	5,568.00
JEFFERSON FIRE & SAFETY INC	16185	07/19/2023	IN304498	FOL-DA-TANK PATCH KIT	124.66
Vendor VEN10080 - JEFFERSON FIRE & SAFETY INC Total:					10,076.25
Vendor: VEN11026 - JENNARI GROUP					
JENNARI GROUP	16186	07/19/2023	85717	RPL TIE ROD END,INSTL TIRES - 833/36053	2,256.05
Vendor VEN11026 - JENNARI GROUP Total:					2,256.05
Vendor: VEN30829 - JERRY'S TOWING					
JERRY'S TOWING	220276	07/19/2023	628449	TOWING SERVICE - 6004/361	517.50
Vendor VEN30829 - JERRY'S TOWING Total:					517.50
Vendor: VEN36451 - JOEL GAGNE					
JOEL GAGNE	220277	07/19/2023	20230711	WATER EFFICIENCY REBATE	200.00
Vendor VEN36451 - JOEL GAGNE Total:					200.00
Vendor: VEN10068 - JOHNSON BROTHERS LIQUOR CO.					
JOHNSON BROTHERS LIQUOR	220278	07/19/2023	2328842	ALCOHOL FOR CLUBHOUSE	91.45
JOHNSON BROTHERS LIQUOR	220278	07/19/2023	2328842	ALCOHOL FOR CLUBHOUSE	471.40
JOHNSON BROTHERS LIQUOR	220341	07/26/2023	2333741	ALCOHOL FOR CLUBHOUSE	48.95
JOHNSON BROTHERS LIQUOR	220341	07/26/2023	2333741	ALCOHOL FOR CLUBHOUSE	588.69
Vendor VEN10068 - JOHNSON BROTHERS LIQUOR CO. Total:					1,200.49
Vendor: VEN35290 - JOHNSON BROTHERS LIQUOR COMPANY					
JOHNSON BROTHERS LIQUOR	220279	07/19/2023	3611806	BEER FOR CLUBHOUSE	221.60
Vendor VEN35290 - JOHNSON BROTHERS LIQUOR COMPANY Total:					221.60
Vendor: VEN35173 - JUSTIN LILLY					
JUSTIN LILLY	220280	07/19/2023	20230717	REFUND UB ACCT#800047807 - 8486 JENSEN AVE S	150.00
Vendor VEN35173 - JUSTIN LILLY Total:					150.00
Vendor: VEN11002 - KENNEDY AND GRAVEN					
KENNEDY AND GRAVEN	220342	07/26/2023	175525	TIF NORTHPOINTE INDUSTRIA	220.00
Vendor VEN11002 - KENNEDY AND GRAVEN Total:					220.00

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Vendor: VEN11018 - KEYS WELL DRILLING COMPANY					
KEYS WELL DRILLING COMPA	16257	07/27/2023	202307	DEEP WELL 2 PYMT 2 & FINAL	3,387.85
Vendor VEN11018 - KEYS WELL DRILLING COMPANY Total:					3,387.85
Vendor: VEN31717 - KRAFT CONTRACTING & MECHANICAL LLC					
KRAFT CONTRACTING & MEC	16187	07/19/2023	30453	ADDED GLYCOL TO BOILER - HERO CENTER	1,704.50
KRAFT CONTRACTING & MEC	16187	07/19/2023	30455	CHECK CU#2 - CITY HALL	671.25
KRAFT CONTRACTING & MEC	16233	07/26/2023	30667	INSTL NEW VAC PUMP ASSEMBLY - PUBLIC WORKS	3,834.45
Vendor VEN31717 - KRAFT CONTRACTING & MECHANICAL LLC Total:					6,210.20
Vendor: VEN29232 - KRAUS-ANDERSON CONSTRUCTION COMPANY					
KRAUS-ANDERSON CONSTRU	220378	07/27/2023	202307	PMT #4 GLACIAL VALLEY PARK BUILDING	289,886.54
Vendor VEN29232 - KRAUS-ANDERSON CONSTRUCTION COMPANY Total:					289,886.54
Vendor: VEN12385 - LAKE ELMO SOD FARMS					
LAKE ELMO SOD FARMS	220281	07/19/2023	19143	75 YDS OF SOD- PARKS	412.50
Vendor VEN12385 - LAKE ELMO SOD FARMS Total:					412.50
Vendor: VEN12341 - LAWSON PRODUCTS, INC					
LAWSON PRODUCTS, INC	220282	07/19/2023	9310713120	CABLE TIES, HARDWARE, FITTINGS - SS100 & STOCK	223.57
LAWSON PRODUCTS, INC	220343	07/26/2023	9310731806	CABLE TIES & RIVETS - SS100	169.43
Vendor VEN12341 - LAWSON PRODUCTS, INC Total:					393.00
Vendor: VEN12370 - LEAGUE OF MINNESOTA CITIES INS TRUST					
LEAGUE OF MINNESOTA CITIE	220283	07/19/2023	40007451-202306	PROPERTYCASUALTY COVERAGE PREMIUM -EDA	193,175.00
LEAGUE OF MINNESOTA CITIE	220283	07/19/2023	8297	CLM# LMC GL 275323	1,950.00
LEAGUE OF MINNESOTA CITIE	220283	07/19/2023	21040	CLAIM NO. 00488273	17,510.01
LEAGUE OF MINNESOTA CITIE	220283	07/19/2023	21085	CLAIM NO. 00490839 CHRISTY KREMSKI	563.19
Vendor VEN12370 - LEAGUE OF MINNESOTA CITIES INS TRUST Total:					213,198.20
Vendor: VEN33097 - LEITNER COMPANY					
LEITNER COMPANY	220344	07/26/2023	4713	1ST LOAD OF SAND/HAMLET PARK	904.94
LEITNER COMPANY	220344	07/26/2023	4714	SAND/KINGSTON PARK	917.70
LEITNER COMPANY	220344	07/26/2023	5017	2ND LOAD OF SAND/ HAMLET PARK	900.20
Vendor VEN33097 - LEITNER COMPANY Total:					2,722.84
Vendor: VEN36454 - LISA EVANS					
LISA EVANS	220284	07/19/2023	20230711	WATER EFFICIENCY REBATE	300.00
Vendor VEN36454 - LISA EVANS Total:					300.00
Vendor: VEN32230 - MANSFIELD OIL COMPANY					
MANSFIELD OIL COMPANY	16234	07/26/2023	24399967	1,001 GAL UNLEADED GASOLINE	2,953.70
Vendor VEN32230 - MANSFIELD OIL COMPANY Total:					2,953.70
Vendor: VEN13494 - MARCO HOLDINGS, LLC					
MARCO HOLDINGS, LLC	16235	07/26/2023	59581	WEB FAX SERVICES	49.28
Vendor VEN13494 - MARCO HOLDINGS, LLC Total:					49.28
Vendor: VEN13668 - MARTIN-MCALLISTER					
MARTIN-MCALLISTER	16236	07/26/2023	15435	PUBLIC SAFETY ASSESSMENT	1,125.00
Vendor VEN13668 - MARTIN-MCALLISTER Total:					1,125.00
Vendor: VEN36456 - MEAGEN VANHALANGER					
MEAGEN VANHALANGER	220285	07/19/2023	20230714	UNIFORM REIMBURSEMENT	50.00
Vendor VEN36456 - MEAGEN VANHALANGER Total:					50.00
Vendor: VEN13662 - MEDICA					
MEDICA	220286	07/19/2023	569732794534	COBRA PREMIUM-AUGUST 2023	4,878.79

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Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
MEDICA	220286	07/19/2023	569732794534	MN STAT 299A.465 PREMIUM -AUGUST 2023	5,244.18
MEDICA	220286	07/19/2023	569732794534	EMPLOYEE PREMIUM- AUGUST 2023	18,904.00
MEDICA	220286	07/19/2023	569732794534	EMPLOYER PREMIUM- AUGUST 2023	96,896.98
				Vendor VEN13662 - MEDICA Total:	125,923.95
Vendor: VEN13410 - MENARDS					
MENARDS	16188	07/19/2023	74117	PAPER CARBON CART- STATION 3	10.99
MENARDS	16188	07/19/2023	74388	PLUMBING SUPPLIES	4.38
MENARDS	16188	07/19/2023	74645	MASTERFORCE VALVE STEM KEY 4-WAY - PARKS	38.32
MENARDS	16188	07/19/2023	74650	YELLOW RATCHET STRAPS - PARKS	29.98
MENARDS	16188	07/19/2023	74651	ELEC TAPE/TORCH/COUP/CLAMPS- STREETS	91.77
MENARDS	16188	07/19/2023	74653	SUPPLIES FOR GOLF COURSE	271.44
MENARDS	16188	07/19/2023	74654	BATH FAN/FOIL TAPE/CONECTR-HIGHLANDS	159.35
MENARDS	16188	07/19/2023	74668	9FT EXT KIT FOR DRYER VENT CLEANING - FIRE	43.98
MENARDS	16188	07/19/2023	74670	BOLTS/RAIL SLEEVE AND END CAP - STREETS	8.25
MENARDS	16188	07/19/2023	74683	CLEANER/GROUT BRUSH - PARKS	23.21
MENARDS	16188	07/19/2023	74702-2023	CEDAR LINE POST & RAIL - PARKS	33.28
MENARDS	16188	07/19/2023	74705	THERMOSTAT GUARD/WRENCH SETS-PARKS	61.95
MENARDS	16188	07/19/2023	74706-2023	SIDE CEILING & WALL GRILLE - HIGHLANDS	12.09
MENARDS	16188	07/19/2023	74707	TOP SOIL - 81ST STREET - UTILITIES	5.94
MENARDS	16188	07/19/2023	74711-2023	ELBOWS/BALL VALVES/COUP/PEX CUTTER/SEALNT - WELL 2	595.24
MENARDS	16188	07/19/2023	74712	PRESSURE TREATED PLYWOOD SHEATHING PANEL	19.79
MENARDS	16188	07/19/2023	74717	CLEANING SUPPLIES FOR HER	3.99
MENARDS	16188	07/19/2023	74725	MAINTENANCE SUPPLIES FOR COMMAND POST	69.65
MENARDS	16188	07/19/2023	74753	11' WRENCH - FACILITIES	12.99
MENARDS	16188	07/19/2023	74755	GLOVES/RUST REMOVER/TOWELS - STREETS	91.15
MENARDS	16188	07/19/2023	74756	INSECT KILLER ANTS, WASP & HORNETS - PARKS	20.79
MENARDS	16188	07/19/2023	74767	CONSOLE, SOAP, INTERIOR CLNR - 1802/36189 & SUPPLY	33.57
MENARDS	16188	07/19/2023	74767	CONSOLE, SOAP, INTERIOR CLNR - 1802/36189 & SUPPLY	11.99
MENARDS	16188	07/19/2023	74827	SOFTSOAP - PARKS	9.92
MENARDS	16188	07/19/2023	74885	STEEL SOLID ROUND ROD - P	35.96
MENARDS	16188	07/19/2023	74888	HEAVY DUTY STAPLES 3/8"	14.94
MENARDS	16188	07/19/2023	74900-2023	3/4" PVC ADAPTER - CITY HAL	0.98
MENARDS	16188	07/19/2023	74911	ALDER BOARD/LOCKNUT/WASHERS/ TAPE MEASURE-WELL 2	76.50
MENARDS	16188	07/19/2023	74920	CLOROX WIPES/SPRAY PAINT/MINI FLASHLIGHT- UTILITIES	81.32

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Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
MENARDS	16188	07/19/2023	74954	HINTON WALL REPAIR/TROWELS/CHISELS- STREETS	132.77
MENARDS	16188	07/19/2023	74970	WOOD BOARDS/SCREWS- WELL # 2	28.47
MENARDS	16188	07/19/2023	74983	4X4 GREEN TREATED/MAILBOX REPAIR -S	37.40
MENARDS	16188	07/19/2023	74990	TOUGHSTUFF 3 SHELF KIT - PW	79.99
MENARDS	16188	07/19/2023	74995	AJAX ORANGE - PW	7.94
MENARDS	16237	07/26/2023	75030	BATTERIES	80.87
MENARDS	16237	07/26/2023	75031	MAINTENANCE EQUIPMENT	85.44
MENARDS	16237	07/26/2023	75041	PIPE SEALANT,PIN,PLYWOOD - 7040/36151	208.46
MENARDS	16237	07/26/2023	75043	NUTS/BOLTS/SCREWS/FLATW ASHER - UTILITIES	16.13
MENARDS	16237	07/26/2023	75090	PINESOL/PAIS/WIPES/BATTE RY-PARKS	44.76
MENARDS	16237	07/26/2023	75094	DRILLBITS/FLATHEAD SCREWS - FACILITIES	12.57
MENARDS	16237	07/26/2023	75100	SUPPLIES FOR REPAIR/WALL MOUNTING	2.57
MENARDS	16237	07/26/2023	75280	SPRINKLER- CITY HALL	4.49
MENARDS	16237	07/26/2023	75285	DRYWALL BAGS /PARKS	9.89
MENARDS	16237	07/26/2023	75339	STATION CLEANING SUPPLIES	18.56
MENARDS	16188	07/19/2023	75738	GOLFCOURSE MAINTENANCE SUPPLIES	54.17
Vendor VEN13410 - MENARDS Total:					2,698.19

Vendor: VEN13461 - METRO SALES INCORPORATED

METRO SALES INCORPORATE	16191	07/19/2023	INV2310674	PSCH RICOH COPIER USAGE	1,077.23
METRO SALES INCORPORATE	16191	07/19/2023	INV2310674	PD RICOH COPIER USAGE	646.89
METRO SALES INCORPORATE	16191	07/19/2023	INV2310674	FIRE RICOH COPIER USAGE	219.74
METRO SALES INCORPORATE	16191	07/19/2023	INV2310674	PW RICOH COPIER USAGE	722.02
METRO SALES INCORPORATE	16191	07/19/2023	INV2310674	REC RICOH COPIER USAGE	100.44
METRO SALES INCORPORATE	16191	07/19/2023	INV2310674	ICE RICOH COPIER USAGE	100.44
METRO SALES INCORPORATE	16191	07/19/2023	INV2310674	GOLF RICOH COPIER USAGE	68.24
METRO SALES INCORPORATE	16191	07/19/2023	INV2310674	GOLF RICOH COPIER USAGE	170.04
METRO SALES INCORPORATE	16191	07/19/2023	INV2310674	HERO CENTER RICOH COPIER USAGE	274.69
Vendor VEN13461 - METRO SALES INCORPORATED Total:					3,379.73

Vendor: VEN13411 - METROPOLITAN COUNCIL

METROPOLITAN COUNCIL	16238	07/26/2023	202307	SAC CHARGES	44,730.00
METROPOLITAN COUNCIL	16238	07/26/2023	202307	SAC CHARGES DISCOUNT	-447.30
Vendor VEN13411 - METROPOLITAN COUNCIL Total:					44,282.70

Vendor: VEN13429 - MEYER SEWER SERVICE

MEYER SEWER SERVICE	220345	07/26/2023	11362	PUMP PIT & SUMP PUMP - PUBLIC WORKS GARAGE	1,350.00
MEYER SEWER SERVICE	220345	07/26/2023	83694	LAMAR FILED BALLFIELD RESTROOM PUMPED	475.00
MEYER SEWER SERVICE	220345	07/26/2023	11995	WASHBAY PIT, LARGE & SMALL SUMPS - PW	1,575.00
MEYER SEWER SERVICE	220345	07/26/2023	11999	PUMPED SUMP - CITY HALL	425.00
MEYER SEWER SERVICE	220345	07/26/2023	1691	PORTABLE TOILET CLEANED FROM KNOCKOVERS- KINGSTON	150.00
Vendor VEN13429 - MEYER SEWER SERVICE Total:					3,975.00

Vendor: VEN31496 - MIDWAY FORD

MIDWAY FORD	220287	07/19/2023	780049	BRAKE PADS - STOCK	119.98
MIDWAY FORD	220287	07/19/2023	780067	WIRE ASSEMBLY - 1564/3611	55.55
MIDWAY FORD	220346	07/26/2023	781528	HUB ASSMBLY, HANDLE - 1949/36159	212.94

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MIDWAY FORD	220346	07/26/2023	781620	SENSOR - 1558/36162	76.45
Vendor VEN31496 - MIDWAY FORD Total:					464.92
Vendor: VEN13485 - MIKE McPHILLIPS, INC.					
MIKE McPHILLIPS, INC.	220288	07/19/2023	55327	PARTS ONLY-DRIER, OTHER	252.58
				PARTS - 8601/36119	
MIKE McPHILLIPS, INC.	220288	07/19/2023	55328	REPAIR CONVEYOR, O/S	387.50
				LABOR - 8601/36119	
Vendor VEN13485 - MIKE McPHILLIPS, INC. Total:					640.08
Vendor: VEN35690 - MINNESOTA AG POWER INC					
MINNESOTA AG POWER INC	16239	07/26/2023	9676083	FILTER,COVER,SCREW,WASHE	180.78
				R - 8407/36105	
MINNESOTA AG POWER INC	16239	07/26/2023	9678128	ROTARY SWITCH GREENS	60.79
				MOWER - RIVER OAKS	
MINNESOTA AG POWER INC	16239	07/26/2023	9680496	APRON CHAP - STREETS	111.99
Vendor VEN35690 - MINNESOTA AG POWER INC Total:					353.56
Vendor: VEN14005 - MINNESOTA NATIVE LANDSCAPES					
MINNESOTA NATIVE LANDSCA	16240	07/26/2023	40059	WEED CONTROL MULTIPLE	540.00
				SITES	
MINNESOTA NATIVE LANDSCA	16240	07/26/2023	40059	WEED CONTROL MULTIPLE	810.00
				SITES	
MINNESOTA NATIVE LANDSCA	16240	07/26/2023	40059	WEED CONTROL MULTIPLE	540.00
				SITES	
MINNESOTA NATIVE LANDSCA	16240	07/26/2023	40059	WEED CONTROL MULTIPLE	360.00
				SITES	
Vendor VEN14005 - MINNESOTA NATIVE LANDSCAPES Total:					2,250.00
Vendor: VEN13473 - MN CHILD SUPPORT CENTER					
MN CHILD SUPPORT CENTER	220347	07/26/2023	INV025378	07/27/23 BIWEEKLY PAYROLL	36.91
				07/03-07/16/23	
Vendor VEN13473 - MN CHILD SUPPORT CENTER Total:					36.91
Vendor: VEN13554 - MN DEPT OF EMPLOYMENT & ECONOMIC DEVEL					
MN DEPT OF EMPLOYMENT &	220289	07/19/2023	20230712	2ND QTR UNEMPLOYMENT	98.18
				BENEFITS 2023	
MN DEPT OF EMPLOYMENT &	220289	07/19/2023	20230712	2ND QTR UNEMPLOYMENT	4,094.46
				BENEFITS 2023	
Vendor VEN13554 - MN DEPT OF EMPLOYMENT & ECONOMIC DEVEL Total:					4,192.64
Vendor: VEN13352 - MN DEPT OF HEALTH					
MN DEPT OF HEALTH	220290	07/19/2023	20230714	2023 2ND QTR WATER SUPPLY	31,497.66
				CONNECTION FEE	
Vendor VEN13352 - MN DEPT OF HEALTH Total:					31,497.66
Vendor: VEN13670 - MN DEPT OF LABOR & INDUSTRY					
MN DEPT OF LABOR & INDUS	16241	07/26/2023	JUNE1630302023	BLDG PERMIT SURCHARGE-	4,483.95
				COTTAGE GROVE	
MN DEPT OF LABOR & INDUS	16241	07/26/2023	JUNE1630302023	BLDG PERMIT SURCHARGE	-89.68
				RETENTION-COTTAGE GROVE	
Vendor VEN13670 - MN DEPT OF LABOR & INDUSTRY Total:					4,394.27
Vendor: VEN03446 - MN DEPT OF TRANSPORTATION					
MN DEPT OF TRANSPORTATIO	220348	07/26/2023	P00016925	MATERIAL TESTING &	705.72
				INSPECTION	
Vendor VEN03446 - MN DEPT OF TRANSPORTATION Total:					705.72
Vendor: VEN29281 - MN PETROLEUM SERVICE					
MN PETROLEUM SERVICE	220291	07/19/2023	127287	FUEL PUMP SWIVEL, SPLASH	137.75
				GUARD - PUMP PARTS	
MN PETROLEUM SERVICE	220291	07/19/2023	129756	DX FLEET ANNUAL SOFTWARE	2,420.78
				SUBSCRIPTION	
Vendor VEN29281 - MN PETROLEUM SERVICE Total:					2,558.53
Vendor: VEN33184 - MOR GOLF AND UTILITY, INC					
MOR GOLF AND UTILITY, INC	16192	07/19/2023	39876	GOLF CART FLEET PARTS	722.84
Vendor VEN33184 - MOR GOLF AND UTILITY, INC Total:					722.84

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Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN36447 - MOZART HOLDINGS LP					
MOZART HOLDINGS LP	220349	07/26/2023	2276558285	SODIUM BICARBONATE / DEXTROSE SOLUTION - FIRE 2	331.23
Vendor VEN36447 - MOZART HOLDINGS LP Total:					331.23
Vendor: VEN13463 - MTI DISTRIBUTING CO.					
MTI DISTRIBUTING CO.	16193	07/19/2023	1392455-00	IRRIGATION PARTS/NOZZLE/COMPRESSIO N-PARKS	1,108.26
MTI DISTRIBUTING CO.	16193	07/19/2023	1391371-00	FOAM FILLED TIRES - STOCK	685.34
MTI DISTRIBUTING CO.	16193	07/19/2023	1392681-00	WHEEL,STUD,LUG NUT - 8514/36128	434.16
Vendor VEN13463 - MTI DISTRIBUTING CO. Total:					2,227.76
Vendor: VEN14443 - NCPERS MINNESOTA - 403800					
NCPERS MINNESOTA - 403800	16242	07/26/2023	202307	LIFE INSURANCE PREMIUM - AUGUST 2023	352.00
Vendor VEN14443 - NCPERS MINNESOTA - 403800 Total:					352.00
Vendor: VEN14497 - NEW PIG CORPORATION					
NEW PIG CORPORATION	16194	07/19/2023	24020688-00	ABSORBENT MATS - PUBLIC WORKS	1,300.73
Vendor VEN14497 - NEW PIG CORPORATION Total:					1,300.73
Vendor: VEN14455 - NORTHERN SAFETY CO INC					
NORTHERN SAFETY CO INC	16243	07/26/2023	905573829	NITRILE GLV XL - STREETS	372.60
Vendor VEN14455 - NORTHERN SAFETY CO INC Total:					372.60
Vendor: VEN34272 - OPEN DOOR LABS					
OPEN DOOR LABS	220292	07/19/2023	20230717	REFUND UB ACCT#800053291 - 9895 HAMLET LN S	192.19
Vendor VEN34272 - OPEN DOOR LABS Total:					192.19
Vendor: VEN35425 - OPENTABLE INC					
OPENTABLE INC	220293	07/19/2023	INV-FS859437-062023	GUEST SEATING/RESERVATION SVCS	105.00
Vendor VEN35425 - OPENTABLE INC Total:					105.00
Vendor: VEN30439 - O'REILLY AUTO PARTS					
O'REILLY AUTO PARTS	220294	07/19/2023	3266-488064	COOLANT CAP - 31MISC/3620	10.55
O'REILLY AUTO PARTS	220294	07/19/2023	3266-489913	CABIN FILTER - RETURNED	15.83
O'REILLY AUTO PARTS	220294	07/19/2023	3266-490774	COOLANT HOSE - 4205/36127	13.02
O'REILLY AUTO PARTS	220294	07/19/2023	3266-491040	CABIN FILTER - 1005/36131	14.39
O'REILLY AUTO PARTS	220294	07/19/2023	3266-491558	HEATER HOSE - 1101/36123	7.81
O'REILLY AUTO PARTS	220294	07/19/2023	3266-491562	PRIMER, HOSE CONNECTOR - 26MISC/36143 & 1101/36123	34.38
O'REILLY AUTO PARTS	220294	07/19/2023	3266-491735	CREDIT - INV# 3266-492646 RTRN CABIN FILTER	-15.83
O'REILLY AUTO PARTS	220294	07/19/2023	3266-492212	PURGE VALVE - RETURNED	32.28
O'REILLY AUTO PARTS	220294	07/19/2023	3266-492213	CREDIT - INV# 3266-492212 RTRN PURGE VALVE	-32.28
O'REILLY AUTO PARTS	220350	07/26/2023	3266-492646	CABIN FILTER - STOCK	25.18
O'REILLY AUTO PARTS	220350	07/26/2023	3266-492708	SILICONE - 6008/35991	8.99
O'REILLY AUTO PARTS	220350	07/26/2023	3266-495283	CREDIT - INV# 3266-411208 RTRN CABIN FILTER	-13.85
Vendor VEN30439 - O'REILLY AUTO PARTS Total:					100.47
Vendor: VEN31236 - OXYGEN SERVICE COMPANY, INC					
OXYGEN SERVICE COMPANY, I	220295	07/19/2023	8641459	OXYGEN 20 CF - STORMWATE	16.88
OXYGEN SERVICE COMPANY, I	220351	07/26/2023	3557138	SMALL & MED CYLINDER RENTAL	146.92
Vendor VEN31236 - OXYGEN SERVICE COMPANY, INC Total:					163.80
Vendor: VEN33593 - PARMAN ENERGY GROUP					
PARMAN ENERGY GROUP	16195	07/19/2023	143695-IN	DEF FLUID FOR BULK TANK	110.24
PARMAN ENERGY GROUP	16195	07/19/2023	143695-IN	DEF FLUID FOR BULK TANK	110.24
PARMAN ENERGY GROUP	16195	07/19/2023	143695-IN	DEF FLUID FOR BULK TANK	110.24
Vendor VEN33593 - PARMAN ENERGY GROUP Total:					330.72

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Vendor: VEN34834 - PAYPOINT HR LLC					
PAYPOINT HR LLC	220296	07/19/2023	COTTAGE GROVE ADD 12	WORK PERFORMED FOR CITY OF COTTAGE GROVE	250.00
Vendor VEN34834 - PAYPOINT HR LLC Total:					250.00
Vendor: VEN32891 - PEMBER COMPANIES, INC.					
PEMBER COMPANIES, INC.	16258	07/27/2023	202307	OAKWOOD PARK PYMT 5 & FINAL	34,962.90
Vendor VEN32891 - PEMBER COMPANIES, INC. Total:					34,962.90
Vendor: VEN35773 - PERFORMANCE FOOD GROUP INC					
PERFORMANCE FOOD GROUP	220297	07/19/2023	635783	FOOD FOR CLUBHOUSE	76.54
PERFORMANCE FOOD GROUP	220297	07/19/2023	635783	FOOD FOR CLUBHOUSE	2,734.42
PERFORMANCE FOOD GROUP	220297	07/19/2023	637602	FOOD FOR CLUBHOUSE	283.87
PERFORMANCE FOOD GROUP	220297	07/19/2023	639849	FOOD FOR CLUBHOUSE	308.30
PERFORMANCE FOOD GROUP	220297	07/19/2023	639849	FOOD FOR CLUBHOUSE	1,093.67
PERFORMANCE FOOD GROUP	220297	07/19/2023	640905	FOOD FOR CLUBHOUSE	37.17
PERFORMANCE FOOD GROUP	220352	07/26/2023	641554	FOOD FOR CLUBHOUSE	474.04
PERFORMANCE FOOD GROUP	220352	07/26/2023	641554	FOOD FOR CLUBHOUSE	4,261.95
PERFORMANCE FOOD GROUP	220352	07/26/2023	641554	FOOD FOR CLUBHOUSE	28.38
PERFORMANCE FOOD GROUP	220352	07/26/2023	648573	FOOD FOR CLUBHOUSE	317.08
PERFORMANCE FOOD GROUP	220352	07/26/2023	648573	FOOD FOR CLUBHOUSE	8.50
PERFORMANCE FOOD GROUP	220352	07/26/2023	648573	FOOD FOR CLUBHOUSE	2,312.05
PERFORMANCE FOOD GROUP	220352	07/26/2023	651205	CREDIT FOR FOOD FOR CLUBHOUSE	-251.68
PERFORMANCE FOOD GROUP	220297	07/19/2023	659873	FOOD FOR CLUBHOUSE	332.14
PERFORMANCE FOOD GROUP	220297	07/19/2023	659873	FOOD FOR CLUBHOUSE	8.50
PERFORMANCE FOOD GROUP	220297	07/19/2023	659873	FOOD FOR CLUBHOUSE	2,913.94
PERFORMANCE FOOD GROUP	220297	07/19/2023	659873	FOOD FOR CLUBHOUSE	28.38
Vendor VEN35773 - PERFORMANCE FOOD GROUP INC Total:					14,967.25
Vendor: VEN36457 - PETER SCHULTE					
PETER SCHULTE	220353	07/26/2023	20230617	REFUND FOR FACILITY USE - #1 LAMAR BALLFIELDS	175.00
Vendor VEN36457 - PETER SCHULTE Total:					175.00
Vendor: VEN30945 - PHS/COTTAGE GROVE, INC					
PHS/COTTAGE GROVE, INC	16244	07/26/2023	20230720	2ND HALF 2023 PAY GO PAYMENT	135,925.96
Vendor VEN30945 - PHS/COTTAGE GROVE, INC Total:					135,925.96
Vendor: VEN16201 - PLAISTED COMPANIES					
PLAISTED COMPANIES	16245	07/26/2023	61823	TOPDRESSING SAND & 70/20/10 CONSTRUCTION-RIVEROAKS	4,032.25
Vendor VEN16201 - PLAISTED COMPANIES Total:					4,032.25
Vendor: VEN35652 - PLAYPOWER LT FARMINGTON INC					
PLAYPOWER LT FARMINGTON	220354	07/26/2023	1400272157	PINE TREE POND PARK PLAYGROUND	79,000.00
Vendor VEN35652 - PLAYPOWER LT FARMINGTON INC Total:					79,000.00
Vendor: VEN16192 - PLUNKETT'S PEST CONTROL, INC					
PLUNKETT'S PEST CONTROL, I	220298	07/19/2023	8011466	MAY GENERAL PEST CONTROL - THOMPSON PARK BLDG	30.93
PLUNKETT'S PEST CONTROL, I	220298	07/19/2023	8086796	JUNE GERNERAL PEST CONTROL - HERO CENTER	90.00
PLUNKETT'S PEST CONTROL, I	220298	07/19/2023	8086982	JUNE GENERAL PEST CONTROL - CITY HALL	172.10
PLUNKETT'S PEST CONTROL, I	220298	07/19/2023	8087396	JUNE GENERAL PEST CONTROL - PUBLIC WORKS	89.62
PLUNKETT'S PEST CONTROL, I	220355	07/26/2023	8093736	JULY GENERAL PEST CONTROL - GOLF COURSE	119.65
Vendor VEN16192 - PLUNKETT'S PEST CONTROL, INC Total:					502.30

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Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN16138 - PUBLIC EMPLOYEES RETIREMENT ASSOCIATION					
PUBLIC EMPLOYEES RETIREM	16246	07/26/2023	INV025379	07/27/23 BIWEEKLY PAYROLL 07/03-07/16/23	50,262.34
PUBLIC EMPLOYEES RETIREM	16246	07/26/2023	INV025380	07/27/23 BIWEEKLY PAYROLL 07/03-07/16/23	70,235.24
Vendor VEN16138 - PUBLIC EMPLOYEES RETIREMENT ASSOCIATION Total:					120,497.58
Vendor: VEN34889 - PULTE HOMES OF MN LCC					
PULTE HOMES OF MN LCC	220356	07/26/2023	20230720	REFUND ESCROW -	66.81
Vendor VEN34889 - PULTE HOMES OF MN LCC Total:					66.81
Vendor: VEN31366 - QUALITY LOCKSMITH SERVICE, INC					
QUALITY LOCKSMITH SERVICE	220357	07/26/2023	QLS25729	BIKE PARK DIRT - PARKS	298.25
Vendor VEN31366 - QUALITY LOCKSMITH SERVICE, INC Total:					298.25
Vendor: VEN17336 - QUALITY PROPANE, INC					
QUALITY PROPANE, INC	16196	07/19/2023	4037828	BULK CYL	125.52
Vendor VEN17336 - QUALITY PROPANE, INC Total:					125.52
Vendor: VEN18051 - R & R SPECIALTIES OF WISCONSIN, INC					
R & R SPECIALTIES OF WISCO	16197	07/19/2023	79128-IN	BLADE SHARPENING	40.00
Vendor VEN18051 - R & R SPECIALTIES OF WISCONSIN, INC Total:					40.00
Vendor: VEN32756 - RAMSEY/WASHINGTON RECYCLING & ENERGY					
RAMSEY/WASHINGTON RECY	220299	07/19/2023	RESFA-006468	TRASH DISPOSAL -	1,147.26
Vendor VEN32756 - RAMSEY/WASHINGTON RECYCLING & ENERGY Total:					1,147.26
Vendor: VEN36458 - REAL ESTATE DATABASE INC					
REAL ESTATE DATABASE INC	220358	07/26/2023	157949	ANNUAL DATABASE MGMT OF MNCAR EXCHANGE	1,800.00
Vendor VEN36458 - REAL ESTATE DATABASE INC Total:					1,800.00
Vendor: VEN18058 - REGIONS HOSPITAL					
REGIONS HOSPITAL	220300	07/19/2023	7617491	DRUG/SUPPLY CHARGES	786.65
Vendor VEN18058 - REGIONS HOSPITAL Total:					786.65
Vendor: VEN35788 - RELIABLE DRUG & ALCOHOL INC					
RELIABLE DRUG & ALCOHOL I	220301	07/19/2023	5386	DRUG TEST & LAB FEE	50.00
RELIABLE DRUG & ALCOHOL I	220301	07/19/2023	5386	DRUG TEST & LAB FEE	50.00
RELIABLE DRUG & ALCOHOL I	220301	07/19/2023	5386	DRUG TEST & LAB FEE	100.00
RELIABLE DRUG & ALCOHOL I	220301	07/19/2023	5386	DRUG TEST & LAB FEE	50.00
RELIABLE DRUG & ALCOHOL I	220301	07/19/2023	5386	DRUG TEST & LAB FEE	100.00
RELIABLE DRUG & ALCOHOL I	220301	07/19/2023	5386	DRUG TEST & LAB FEE	50.00
Vendor VEN35788 - RELIABLE DRUG & ALCOHOL INC Total:					400.00
Vendor: VEN18156 - RIVER COUNTRY COOPERATIVE					
RIVER COUNTRY COOPERATIV	16198	07/19/2023	195341	372.5 GALLONS GASOLINE	1,251.23
Vendor VEN18156 - RIVER COUNTRY COOPERATIVE Total:					1,251.23
Vendor: VEN30368 - RIVER STATES TRUCK AND TRAILER, INC					
RIVER STATES TRUCK AND TRA	16199	07/19/2023	853287	DOT & EMERGENCY REPAIR - 4008/36209	4,708.24
RIVER STATES TRUCK AND TRA	16247	07/26/2023	950609	GASKETS - 4105/36172	8.76
RIVER STATES TRUCK AND TRA	16247	07/26/2023	853309	FREIGHT	600.00
RIVER STATES TRUCK AND TRA	16247	07/26/2023	853309	NEW ENGINE	17,418.43
RIVER STATES TRUCK AND TRA	16247	07/26/2023	853309	LABOR	8,200.00
RIVER STATES TRUCK AND TRA	16247	07/26/2023	853309	RPL FUEL PUMP	2,221.83
RIVER STATES TRUCK AND TRA	16247	07/26/2023	853309	WI SALES TAX 5.5%	1,705.98
RIVER STATES TRUCK AND TRA	16247	07/26/2023	853309	RPL AIR COMPRESSOR	1,327.52
RIVER STATES TRUCK AND TRA	16247	07/26/2023	853309	GASKETS, FLUIDS	750.00
RIVER STATES TRUCK AND TRA	16247	07/26/2023	853309	MOS/EPA	500.00
RIVER STATES TRUCK AND TRA	16247	07/26/2023	950609X1	NUTPLATE - 4105/36172	59.87
RIVER STATES TRUCK AND TRA	16247	07/26/2023	950609X2	BRACKET - 4105/36172	145.35
Vendor VEN30368 - RIVER STATES TRUCK AND TRAILER, INC Total:					37,645.98
Vendor: VEN30854 - ROHN INDUSTRIES, INC					
ROHN INDUSTRIES, INC	16248	07/26/2023	2688	DOCUMENT SHREDDING	32.72
Vendor VEN30854 - ROHN INDUSTRIES, INC Total:					32.72

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Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN18055 - RUMPCA EXCAVATING, INC					
RUMPCA EXCAVATING, INC	220359	07/26/2023	18097	BIKE PARK DIRT	1,500.00
Vendor VEN18055 - RUMPCA EXCAVATING, INC Total:					1,500.00
Vendor: VEN35434 - SAWTOOTH HOLDINGS					
SAWTOOTH HOLDINGS	16200	07/19/2023	F21383	WOOD-FIBER SURFACING/RESTORATION- PETER THOMPSON PA	10,329.81
Vendor VEN35434 - SAWTOOTH HOLDINGS Total:					10,329.81
Vendor: VEN29489 - SCHILLING SUPPLY COMPANY					
SCHILLING SUPPLY COMPANY	16201	07/19/2023	923072-00	BATH TISSUE/ROLL TOWELS - CITY HALL	610.05
SCHILLING SUPPLY COMPANY	16201	07/19/2023	924639-00	TISSUE/TOWELS/CLEANER/DI SPENSER - PARKS	1,514.97
Vendor VEN29489 - SCHILLING SUPPLY COMPANY Total:					2,125.02
Vendor: VEN36380 - SCOTT GREENSETH					
SCOTT GREENSETH	220360	07/26/2023	2	FINISH AND SEED	2,000.00
Vendor VEN36380 - SCOTT GREENSETH Total:					2,000.00
Vendor: VEN35036 - SIEVERS CREATIVE LLC					
SIEVERS CREATIVE LLC	16249	07/26/2023	INV-002552	AUG SOCIAL MEDIA AD CAMPAIGN-VISITORS BUREAU	600.00
SIEVERS CREATIVE LLC	16249	07/26/2023	INV-002552	AUG PREMIUM WEBSITE MAINTENANCE-VISITORS BUREAU	115.00
SIEVERS CREATIVE LLC	16249	07/26/2023	INV-002552	AUG SOCIAL MEDIA AD CAMPAIGN-VISITORS BUREAU	692.00
Vendor VEN35036 - SIEVERS CREATIVE LLC Total:					1,407.00
Vendor: VEN35034 - SMOOT ENTERPRISES ADVANCED SPORTSWEAR LLC					
SMOOT ENTERPRISES ADVAN	16202	07/19/2023	14709	UNIFORM - CAMPBELL & HOCHSTETLER	360.00
SMOOT ENTERPRISES ADVAN	16202	07/19/2023	14709	UNIFORM - CAMPBELL & HOCHSTETLER	146.00
SMOOT ENTERPRISES ADVAN	16202	07/19/2023	15028	HAT EMBROIDERY	120.00
SMOOT ENTERPRISES ADVAN	16250	07/26/2023	14744	COTTAGE GROVE FIRE HATS	852.50
Vendor VEN35034 - SMOOT ENTERPRISES ADVANCED SPORTSWEAR LLC Total:					1,478.50
Vendor: VEN19301 - SOLBERG AGGREGATE, INC					
SOLBERG AGGREGATE, INC	220361	07/26/2023	27412	1" CLASS 5 100% CRUSHED LIME - STORMWATER	1,534.08
Vendor VEN19301 - SOLBERG AGGREGATE, INC Total:					1,534.08
Vendor: VEN19285 - SOUTH EAST TOWING INC					
SOUTH EAST TOWING INC	220302	07/19/2023	20230701	TOWING SERVICES	330.00
SOUTH EAST TOWING INC	220302	07/19/2023	20230701	TOWING SERVICES	375.00
Vendor VEN19285 - SOUTH EAST TOWING INC Total:					705.00
Vendor: VEN30618 - SOUTH ST PAUL STEEL SUPPLY CO, INC					
SOUTH ST PAUL STEEL SUPPLY	16203	07/19/2023	1168461	STEEL - STOCK	92.50
Vendor VEN30618 - SOUTH ST PAUL STEEL SUPPLY CO, INC Total:					92.50
Vendor: VEN19312 - SOUTH WASHINGTON COUNTY COMMUNITY ED					
SOUTH WASHINGTON COUNT	220303	07/19/2023	20221222	2022 GENERAL ELECTIONS	236.49
Vendor VEN19312 - SOUTH WASHINGTON COUNTY COMMUNITY ED Total:					236.49
Vendor: VEN36224 - SQUEAKY CLEANERS AND PAINTERS					
SQUEAKY CLEANERS AND PAI	220304	07/19/2023	INV0098	CLEANING SERVICES	5,400.00
SQUEAKY CLEANERS AND PAI	220304	07/19/2023	INV0098	CLEANING SERVICES	1,690.00
SQUEAKY CLEANERS AND PAI	220304	07/19/2023	INV0098	CLEANING SERVICES	1,500.00
SQUEAKY CLEANERS AND PAI	220304	07/19/2023	INV0098	CLEANING SERVICES	2,500.00
Vendor VEN36224 - SQUEAKY CLEANERS AND PAINTERS Total:					11,090.00
Vendor: VEN19415 - ST ANDREWS PRODUCTS CO					
ST ANDREWS PRODUCTS CO	16204	07/19/2023	28451-02	PROSHOP MERCHANDISE	174.64
Vendor VEN19415 - ST ANDREWS PRODUCTS CO Total:					174.64

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Vendor: VEN19229 - ST CROIX RECREATION FUN PLAYGROUNDS, INC					
ST CROIX RECREATION FUN PL	220305	07/19/2023	21594	OAK KNOLL BENCH/PLAQUE - PARKS	1,880.00
Vendor VEN19229 - ST CROIX RECREATION FUN PLAYGROUNDS, INC Total:					1,880.00
Vendor: VEN16141 - ST PAUL PIONEER PRESS					
ST PAUL PIONEER PRESS	220362	07/26/2023	523569758	MAY ADS - ORD. NO. 1064	6.86
ST PAUL PIONEER PRESS	220362	07/26/2023	523569758	MAY ADS - SEH NO. COTTG 170981	131.32
ST PAUL PIONEER PRESS	220362	07/26/2023	523569758	MAY ADS - SEH NO. COTTG 170981	131.32
ST PAUL PIONEER PRESS	220362	07/26/2023	523569758	MAY ADS - SUMMERS LANDING 3RD	75.46
ST PAUL PIONEER PRESS	220362	07/26/2023	623569758	JUNE AD - MN STATUE 272.67	25.97
ST PAUL PIONEER PRESS	220362	07/26/2023	623569758	JUNE AD - JP MORGAN CHASE BANK	25.97
ST PAUL PIONEER PRESS	220362	07/26/2023	623569758	JUNE AD - ORDINANCE 1066 / NOXIOUS WEEDS	7.84
ST PAUL PIONEER PRESS	220362	07/26/2023	623569758	JUNE AD - PAYTON AND BRITTNEY	24.99
ST PAUL PIONEER PRESS	220362	07/26/2023	623569758	JUNE AD - GARDNERS BUILDERS MIN / HOHENSTEIN	24.01
ST PAUL PIONEER PRESS	220362	07/26/2023	623569758	JUNE AD - TRELIS CO.	22.54
ST PAUL PIONEER PRESS	220362	07/26/2023	623569758	JUNE AD - LOW ZONE WATER TREATMENT/19380536	96.04
ST PAUL PIONEER PRESS	220362	07/26/2023	623569758	JUNE AD - LOW ZONE WATER TREATMENT/19380536	96.04
ST PAUL PIONEER PRESS	220362	07/26/2023	623569758	JUNE AD - SEH NO. COTTG 170981	131.32
Vendor VEN16141 - ST PAUL PIONEER PRESS Total:					799.68
Vendor: VEN29560 - STANDARD INSURANCE COMPANY					
STANDARD INSURANCE COMP	220364	07/26/2023	202307	COBRA LIFE<D INS PREMIUM-AUGUST 2023	18.08
STANDARD INSURANCE COMP	220364	07/26/2023	202307	EMPLOYEE BASIC LIFE-AUGUST 2023	1,176.72
STANDARD INSURANCE COMP	220364	07/26/2023	202307	EMPLOYEE LIFE INS PREMIUM -AUGUST 2023	2,744.62
STANDARD INSURANCE COMP	220364	07/26/2023	202307	EMPLOYEE LTD INS PREMIUM -AUGUST 2023	3,124.99
Vendor VEN29560 - STANDARD INSURANCE COMPANY Total:					7,064.41
Vendor: VEN31218 - STANTEC CONSULTING SERVICES INC					
STANTEC CONSULTING SERVIC	16251	07/26/2023	2098332	GROW-IN SPOT TREAT HERBICIDE WOODY 4/29/23-6/28/23	6,243.58
STANTEC CONSULTING SERVIC	16251	07/26/2023	2098335	CALAROSA 5TH ADDITION 4/29/23-6/28/23	4,050.04
STANTEC CONSULTING SERVIC	16251	07/26/2023	2098336	GRAYMONT VILLAGE 4/29/23-6/28/23	2,585.00
STANTEC CONSULTING SERVIC	16251	07/26/2023	2098337	CITY OF COTTAGE GROVE SITE PLAN REVIEW-04/29-06/28	176.00
STANTEC CONSULTING SERVIC	16251	07/26/2023	2098338	CALAROSA 3RD ADDITION 4/29/23-6/28/23	3,802.22
STANTEC CONSULTING SERVIC	16251	07/26/2023	2098340	ATION AND GROUNDWATER CAPTURE ZONE 4/29/23-6/28/23	214.50
STANTEC CONSULTING SERVIC	16251	07/26/2023	2098342	UTILITY BLDG PM 4/29/23-6/28/23	2,506.50
STANTEC CONSULTING SERVIC	16251	07/26/2023	2098342	INFORMATION REQUEST 4/29/23-6/28/23	2,510.00
STANTEC CONSULTING SERVIC	16251	07/26/2023	2098342	UTILITY BLDG PM 4/29/23-6/28/23	3,213.00
STANTEC CONSULTING SERVIC	16251	07/26/2023	2098343	GENERAL 4/29/23-6/28/23	561.00
STANTEC CONSULTING SERVIC	16251	07/26/2023	2098343	GENERAL 4/29/23-6/28/23	459.00
STANTEC CONSULTING SERVIC	16251	07/26/2023	2098343	GENERAL 4/29/23-6/28/23	2,190.75

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STANTEC CONSULTING SERVIC	16251	07/26/2023	2098343	GENERAL 4/29/23-6/28/23	255.00
STANTEC CONSULTING SERVIC	16251	07/26/2023	2098343	GENERAL 4/29/23-6/28/23	120.75
STANTEC CONSULTING SERVIC	16251	07/26/2023	2098347	SUMMERS LANDING 3RD ADDITION 4/29/23-6/28/23	1,309.80
STANTEC CONSULTING SERVIC	16251	07/26/2023	2098350	SUMMERS LANDING 4TH ADDITION 4/29/23-6/28/23	775.00
STANTEC CONSULTING SERVIC	16251	07/26/2023	2098351	SUMMERS LANDING 5TH ADDITION 4/29/23-6/28/23	594.44
STANTEC CONSULTING SERVIC	16251	07/26/2023	2098353	AGGREGATE INDUSTRIES EIS SUPPORT 4/29/23-6/28/23	3,759.10
STANTEC CONSULTING SERVIC	16251	07/26/2023	2098355	GOODVIEW AVE WATERMAIN EXTEN 4/29/23-6/28/23	102.00
STANTEC CONSULTING SERVIC	16251	07/26/2023	2098356	105TH ST/100TH ST/IDEAL AVE 4/29/23-6/28/23	101,014.77
STANTEC CONSULTING SERVIC	16251	07/26/2023	2098357	LOW ZONE RAW WATER MAIN PHASE 1 4/29/23-6/28/	439.17
STANTEC CONSULTING SERVIC	16251	07/26/2023	2098359	WELL #13 4/29/23-6/28/23	5,329.50
STANTEC CONSULTING SERVIC	16251	07/26/2023	2098360	SOUTH DISTRICT STREET & UTILITY 4/29/23-6/28/23	78,531.51
STANTEC CONSULTING SERVIC	16251	07/26/2023	2098361	WELL 7 TEMP TREATMENT PLANT 4/29/23-6/28/23	16,992.16
STANTEC CONSULTING SERVIC	16251	07/26/2023	2098362	WELL 2 TEMP TREATMENT PLANT 4/29/23-6/28/23	12,957.27
STANTEC CONSULTING SERVIC	16251	07/26/2023	2098364	GRANGE TRUNK WATER MAIN 4/29/23-6/28/23	2,652.00
STANTEC CONSULTING SERVIC	16251	07/26/2023	2098365	MAINTENANCE FACILITY-ENG SVCS 4/29/23-6/28/23	5,018.00
STANTEC CONSULTING SERVIC	16251	07/26/2023	2098366	REMOTE SITES SCADA UPGRADE 4/29/23-6/28/23	49,877.75
STANTEC CONSULTING SERVIC	16251	07/26/2023	2098367	LOW ZONE WTP 4/29/23- 6/28/23	312,500.75
STANTEC CONSULTING SERVIC	16251	07/26/2023	2104428	KINGSTON PARK RESTORATION-PROJ 1937076	2,138.69
Vendor VEN31218 - STANTEC CONSULTING SERVICES INC Total:					622,879.25
Vendor: VEN33489 - STEVEN MICHAEL WICKELGREN					
STEVEN MICHAEL WICKELGRE	16253	07/26/2023	1251	COUNSELING SERVICES -	180.00
Vendor VEN33489 - STEVEN MICHAEL WICKELGREN Total:					180.00
Vendor: VEN31202 - SUPERIOR TURF SERVICES, INC					
SUPERIOR TURF SERVICES, IN	220306	07/19/2023	4036	PESTICIDES/CHEMICALS/FERT ILIZERS FOR GOLFCOURSE	1,227.99
SUPERIOR TURF SERVICES, IN	220306	07/19/2023	4036	PESTICIDES/CHEMICALS/FERT ILIZERS FOR GOLFCOURSE	639.75
SUPERIOR TURF SERVICES, IN	220365	07/26/2023	4085	INSECTICIDE IMIDACLOPRID 4X1 GAL - RIVER OAKS	102.87
Vendor VEN31202 - SUPERIOR TURF SERVICES, INC Total:					1,970.61
Vendor: VEN20035 - T.A. SCHIFSKY & SONS INC					
T.A. SCHIFSKY & SONS INC	220307	07/19/2023	69328	ASPHALT MIX - STREETS	1,843.67
T.A. SCHIFSKY & SONS INC	220366	07/26/2023	69360	ASPHALT MIX - STREETS	970.54
Vendor VEN20035 - T.A. SCHIFSKY & SONS INC Total:					2,814.21
Vendor: VEN20063 - TAYLOR MADE GOLF COMPANY,INC.					
TAYLOR MADE GOLF COMPAN	220308	07/19/2023	36720101	PROSHOP MERCHANDISE	313.65
TAYLOR MADE GOLF COMPAN	220367	07/26/2023	36725445	PROSHOP MERCHANDISE	59.06
Vendor VEN20063 - TAYLOR MADE GOLF COMPANY,INC. Total:					372.71
Vendor: VEN35338 - TECTA AMERICA CORPORATION					
TECTA AMERICA CORPORATIO	16205	07/19/2023	S510111327-A	EMERGENCY ROOF REPAIR -P	9,564.00
TECTA AMERICA CORPORATIO	16254	07/26/2023	S510112472	ROOF INSPECTION - CITY HAL	800.00
TECTA AMERICA CORPORATIO	16254	07/26/2023	S510112474	ROOF INSPECTION FIRE STATION 2	378.00
Vendor VEN35338 - TECTA AMERICA CORPORATION Total:					10,742.00
Vendor: VEN20049 - TENNIS ROLL OFF, L.L.C.					
TENNIS ROLL OFF, L.L.C.	220309	07/19/2023	3640302	DUMPSTER AT PUBLIC WORKS	691.98

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TENNIS ROLL OFF, L.L.C.	220309	07/19/2023	3640302	DUMPSTER AT PUBLIC WORKS	691.98
TENNIS ROLL OFF, L.L.C.	220309	07/19/2023	3640302	DUMPSTER AT PUBLIC WORKS	691.98
TENNIS ROLL OFF, L.L.C.	220309	07/19/2023	3640302	DUMPSTER AT PUBLIC WORKS	691.98
TENNIS ROLL OFF, L.L.C.	220368	07/26/2023	3641024	30 YARD/8300 ISLETON CT - PARKS	648.00
Vendor VEN20049 - TENNIS ROLL OFF, L.L.C. Total:					3,415.92
Vendor: VEN20038 - TENNIS SANITATION LLC					
TENNIS SANITATION LLC	220310	07/19/2023	3640071	JUNE TRASH SERVICE - FIRE#	32.54
TENNIS SANITATION LLC	220310	07/19/2023	3640072	JUNE TRASH SERVICE - PW GARAGE	219.25
TENNIS SANITATION LLC	220310	07/19/2023	3640074	JUNE TRASH SERVICE - PARKS	445.68
TENNIS SANITATION LLC	220310	07/19/2023	3640075	JUNE TRASH SERVICE - FIRE#	65.23
TENNIS SANITATION LLC	220310	07/19/2023	3640076	JUNE TRASH SERVICE - FIRE#	45.54
TENNIS SANITATION LLC	220310	07/19/2023	3640078	JUNE TRASH SERVICE - OIL/P	182.58
TENNIS SANITATION LLC	220310	07/19/2023	3640079	JUNE TRASH SERVICE - CITY HALL	119.71
Vendor VEN20038 - TENNIS SANITATION LLC Total:					1,110.53
Vendor: VEN32056 - THE COTTAGE GROVE PROFESSIONAL FIREFIGHTERS					
THE COTTAGE GROVE PROFES	16255	07/26/2023	INV025376	07/27/23 BIWEEKLY PAYROLL 07/03-07/16/23	550.00
Vendor VEN32056 - THE COTTAGE GROVE PROFESSIONAL FIREFIGHTERS Total:					550.00
Vendor: VEN30281 - THOMSON REUTERS					
THOMSON REUTERS	220369	07/26/2023	848580701	INFORMATION CHARGES	220.92
Vendor VEN30281 - THOMSON REUTERS Total:					220.92
Vendor: VEN35826 - TODD MONTREUIL					
TODD MONTREUIL	220370	07/26/2023	1415	FIELDSTONE RETAINING WALL -EAST BIKE PARK HILLSIDE	9,071.00
TODD MONTREUIL	220370	07/26/2023	1416	FILEDSTONE RETAINING WALL -SOUTH BIKE PARK HILLSIDE	1,974.00
TODD MONTREUIL	220370	07/26/2023	1417	FIELDSTONE RETAINING WALL -EAST BIKE PARK HILLSIDE	1,880.00
TODD MONTREUIL	220370	07/26/2023	1418	FIELDSTONE RETAINING WALL -EAST BIKE PARK HILLSIDE	4,700.00
Vendor VEN35826 - TODD MONTREUIL Total:					17,625.00
Vendor: VEN20057 - TRANS UNION LLC					
TRANS UNION LLC	220311	07/19/2023	6338366	EMPLOYMENT CREDIT REPORTS	10.56
TRANS UNION LLC	220311	07/19/2023	6338366	EMPLOYMENT CREDIT REPORTS	10.56
Vendor VEN20057 - TRANS UNION LLC Total:					21.12
Vendor: VEN20030 - TRIO SUPPLY COMPANY					
TRIO SUPPLY COMPANY	16206	07/19/2023	852295	RESTAURANT SUPPLIES	444.95
TRIO SUPPLY COMPANY	16206	07/19/2023	852295	RESTAURANT SUPPLIES	576.91
TRIO SUPPLY COMPANY	16206	07/19/2023	852295	RESTAURANT SUPPLIES	3.00
Vendor VEN20030 - TRIO SUPPLY COMPANY Total:					1,024.86
Vendor: VEN20095 - TRI-STATE BOBCAT, INC.					
TRI-STATE BOBCAT, INC.	16207	07/19/2023	N15643	T76 BOBCAT LOADER RENTAL CONTRACT 6/28/23-7/27/23	695.00
TRI-STATE BOBCAT, INC.	16207	07/19/2023	N15644	S76 BOBCAT LOADER RENTAL CONTRACT 6/28/23-7/27/23	525.00
Vendor VEN20095 - TRI-STATE BOBCAT, INC. Total:					1,220.00
Vendor: VEN22333 - VALLEY SALES OF HASTINGS, INC.					
VALLEY SALES OF HASTINGS, I	220312	07/19/2023	46170	NEW TRANSMISSION & PM SERVICE - 1502/36188	6,290.87
VALLEY SALES OF HASTINGS, I	220312	07/19/2023	64837	SENSOR - 1005/36131	65.51
VALLEY SALES OF HASTINGS, I	220312	07/19/2023	64842	SENSOR - 1005/36131	196.53
Vendor VEN22333 - VALLEY SALES OF HASTINGS, INC. Total:					6,552.91

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Vendor: VEN35692 - VAN METER INC					
VAN METER INC	220371	07/26/2023	5012816605.001	LIGHT BULBS - PW	79.92
Vendor VEN35692 - VAN METER INC Total:					79.92
Vendor: VEN22360 - VINCO, INC.					
VINCO, INC.	220379	07/27/2023	202306	PMT #2 GLACIAL VALLEY PARK BUILDING	67,450.00
Vendor VEN22360 - VINCO, INC. Total:					67,450.00
Vendor: VEN35442 - W.L. HALL COMPANY					
W.L. HALL COMPANY	16208	07/19/2023	12438	WALL ANNUAL MAINTENANC	649.60
Vendor VEN35442 - W.L. HALL COMPANY Total:					649.60
Vendor: VEN23139 - WASHINGTON COUNTY PUBLIC HEALTH & ENVIRONMENT DEPT					
WASHINGTON COUNTY PUBLI	16209	07/19/2023	20230712	JUNE 2023 ENVIRONMENTAL CHARGE	401.19
Vendor VEN23139 - WASHINGTON COUNTY PUBLIC HEALTH & ENVIRONMENT DEPT Total:					401.19
Vendor: VEN34963 - WASTE MANAGEMENT OF MINNESOTA INC					
WASTE MANAGEMENT OF MI	220313	07/19/2023	8912539-2282-9	COMPOST DUMPSTER SVC	487.89
Vendor VEN34963 - WASTE MANAGEMENT OF MINNESOTA INC Total:					487.89
Vendor: VEN29141 - WATSON COMPANY INC.					
WATSON COMPANY INC.	16210	07/19/2023	135371	SNACKS FOR CLUBHOUSE	6.00
WATSON COMPANY INC.	16210	07/19/2023	135371	SNACKS FOR CLUBHOUSE	557.66
Vendor VEN29141 - WATSON COMPANY INC. Total:					563.66
Vendor: VEN23122 - WEATHER WATCH INC					
WEATHER WATCH INC	16256	07/26/2023	12279	WEATHER SERVICE -	220.00
Vendor VEN23122 - WEATHER WATCH INC Total:					220.00
Vendor: VEN35349 - WIESE USA INC					
WIESE USA INC	16211	07/19/2023	75027113	EMISSIONS TEST CAT FORKLIFT - 8707/36198	65.00
WIESE USA INC	16211	07/19/2023	75027114	PM & AIR CLEANED CAT FORKLIFT - 8707/36198	170.70
Vendor VEN35349 - WIESE USA INC Total:					235.70
Vendor: VEN30736 - WOLD ARCHITECTS AND ENGINEERS, INC					
WOLD ARCHITECTS AND ENGI	220372	07/26/2023	87067	GLACIAL VALLEY 40% OF CONSTRUCTION ADMIN	6,385.53
WOLD ARCHITECTS AND ENGI	220372	07/26/2023	87076	2022 CITY HALL REMODEL THROUGH 100% CONST ADMIN	575.00
WOLD ARCHITECTS AND ENGI	220372	07/26/2023	87162	PUBLIC WORKS UTILITY FACILITY DESIGN/DEVELOPMENT	89,261.74
Vendor VEN30736 - WOLD ARCHITECTS AND ENGINEERS, INC Total:					96,222.27
Vendor: VEN24065 - XCEL ENERGY					
XCEL ENERGY	220314	07/19/2023	834892395	XCEL STREET LIGHTS	7,459.05
XCEL ENERGY	220314	07/19/2023	835549787	7751 70TH ST S FEEDPOINT	48.66
XCEL ENERGY	220374	07/26/2023	835685774	80TH/JAMAICA LIGHTS	920.38
XCEL ENERGY	220314	07/19/2023	835703154	TRAFFIC SIGNALS	862.84
XCEL ENERGY	220314	07/19/2023	835757701	8503A JENSEN AVE S FEEDPOINT	88.32
XCEL ENERGY	220314	07/19/2023	835785741	6384 HIGHLAND HILLS CURVE FEEDPOINT	9.97
XCEL ENERGY	220374	07/26/2023	835784714	6459 JENSEN AVE S FEEDPOIN	71.37
XCEL ENERGY	220374	07/26/2023	835785593	OAKWOOD PARK	71.41
XCEL ENERGY	220374	07/26/2023	835786675	7863 JEFFERY AVE S FEEDPOINT	11.12
XCEL ENERGY	220373	07/26/2023	836207339	GLACIAL VALLEY BLDG NATURAL GAS SETUP	2,799.92
XCEL ENERGY	220374	07/26/2023	836435693	PINE COULEE LIGHTS	69.02
XCEL ENERGY	220374	07/26/2023	836469109	PRO SHOP	854.73
XCEL ENERGY	220374	07/26/2023	836469109	MAINT BLDG	305.23
XCEL ENERGY	220374	07/26/2023	836469109	PUMPHOUSE	2,438.55

Expense Approval Report

Payment Dates: 7/19/2023 - 7/28/2023

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
XCEL ENERGY	220374	07/26/2023	836469109	CLUBHOUSE	3,499.97
XCEL ENERGY	220374	07/26/2023	836470949	LIFT STATION	187.19
XCEL ENERGY	220374	07/26/2023	836477236	GLENDENNING	20.03
XCEL ENERGY	220374	07/26/2023	836508185	SEWER LIFT STATION	36.16
XCEL ENERGY	220374	07/26/2023	836521084	BOOSTER BYPASS	103.45
XCEL ENERGY	220374	07/26/2023	836557121	8193 GRANGE BLVD UNIT SIREN	19.33
XCEL ENERGY	220374	07/26/2023	836579816	8031 80TH ST S FEEDPOINT	138.29
XCEL ENERGY	220374	07/26/2023	836581819	GLACIAL VALLEY PARK BUILDING 06/05-06/19/23	45.40
XCEL ENERGY	220374	07/26/2023	836597249	SETTLERS BLUFF LS/10294A GREYSTONE	40.08
XCEL ENERGY	220374	07/26/2023	836677985	CITY STREET LIGHTS	21,098.90
XCEL ENERGY	220374	07/26/2023	836510190	SOUTHPPOINT	123.98
XCEL ENERGY	220374	07/26/2023	836550126	8311 60TH ST S UNIT ST LIGHTS-06/13-07/13/23	59.93
XCEL ENERGY	220374	07/26/2023	836552136	HERO CENTER ELEC- 06/13- 07/1323	9,270.32
XCEL ENERGY	220374	07/26/2023	836555389	8500 95TH ST S UNIT TRAFFIC SIGNAL-06/13-07/13/23	77.45
XCEL ENERGY	220374	07/26/2023	836556083	9750 65TH ST S FEEDPOINT- 06/13-07/13/23	72.47
XCEL ENERGY	220374	07/26/2023	836562892	9200 GRANADA AVE S FEEDPOINT-06/13-07/13/23	45.69
XCEL ENERGY	220374	07/26/2023	836579065	6497 INSPIRE CIR S FEEDPOINT-06/13-07/13/23	38.48
XCEL ENERGY	220374	07/26/2023	836580827	7064 W PT DOUGLAS RD S FEEDPOINT	71.66
XCEL ENERGY	220374	07/26/2023	836582559	6424 HARKNESS AVE S FEEDPOINT-06/13-07/13/23	42.25
XCEL ENERGY	220374	07/26/2023	836601875	6490 IDSEN AVE S FEEDPOINT -06/13-07/13/23	91.74
XCEL ENERGY	220374	07/26/2023	836603851	6527 GENEVIEVE TRL FEEDPOINT	22.41
XCEL ENERGY	220374	07/26/2023	836704192	ICE ARENA-06/13-07/13/23	23,478.07
Vendor VEN24065 - XCEL ENERGY Total:					74,593.82
Vendor: VEN26002 - ZARNOTH BRUSH WORKS INC					
ZARNOTH BRUSH WORKS INC	16212	07/19/2023	194479-IN	GUTTER BROOMS - 8601/36190	2,158.80
Vendor VEN26002 - ZARNOTH BRUSH WORKS INC Total:					2,158.80
Vendor: VEN26201 - ZIEGLER INC.					
ZIEGLER INC.	16213	07/19/2023	CM000148052	CREDIT - INV# IN001005505	-61.11
ZIEGLER INC.	16213	07/19/2023	SI000351286	RPL MAIN POWER RELAY - 8205/36133	839.99
Vendor VEN26201 - ZIEGLER INC. Total:					778.88
Vendor: VEN26003 - ZYWIEC'S LANDSCAPE AND GARDEN CENTER					
ZYWIEC'S LANDSCAPE AND G	220315	07/19/2023	210810	RIVER ROCKS	48.32
Vendor VEN26003 - ZYWIEC'S LANDSCAPE AND GARDEN CENTER Total:					48.32
Grand Total:					2,680,394.12

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	163,024.62
215 - RECYCLING	487.89
230 - SURFACE WATER MANAGEMENT	3,923.41
235 - SEALCOATING FUND	13,322.00
250 - ICE ARENA	26,969.07
255 - GOLF COURSE SPECIAL REVENUE FUND	61,759.75
265 - CG CONVENTION & VISITORS BUREAU	600.00
285 - ECONOMIC DEVELOPMENT AUTHORITY	11,814.50
290 - HERO CENTER OPERATIONS	15,415.19
330 - 2021A GO IMPROVEMENT BONDS	475.00
369 - 2016A GO REFUNDING BONDS	475.00
455 - 3M SETTLEMENT - MPCA	369,233.76
493 - 2016B GO IMPROVEMENT BONDS	475.00
510 - FUTURE PROJECTS	27,507.27
515 - PARK CAPITAL IMPROVEMENT FUND	96,529.81
520 - MSA CONSTRUCTION	15,226.72
525 - MUNICIPAL BUILDING	575.00
532 - TIF 1-12 WESTSIDE	135,925.96
540 - TIF 1-17 Dominion	82,720.71
542 - TIF 1-18	11,825.14
568 - DEVELOPER PETITIONED PROJECTS	85,929.21
570 - PARK TRUST	446,386.66
580 - SEWER CONNECTION/AREA	5,100.00
610 - WATER OPERATING	187,336.19
620 - SEWER OPERATING	50,604.37
630 - STREET LIGHTS	33,601.02
660 - SOUTH WASHINGTON COUNTY AMBUL	3,728.11
700 - SELF INSURANCE	221,141.85
710 - FLEET MAINTENANCE	83,798.90
720 - INFORMATION TECHNOLOGY	22,685.28
810 - DEVELOPER LETTER OF CREDIT	217,342.13
990 - PAYROLL FUND	284,454.60
Grand Total:	2,680,394.12

Account Summary

Account Number	Account Name	Payment Amount
100-00-9100-2034	COBRA INSURANCE	5,309.51
100-02-0110-4300	PROF SERVICES	4,750.00
100-04-0210-4305	FEES FOR SERVICE	236.49
100-05-0300-4210	OP SUPPLY-OTHER	50.00
100-05-0300-4300	PROF SERVICES	8,375.00
100-05-0300-4341	ADVER/PUBLISH	25.97
100-08-0395-4311	POSTAGE	2,608.77
100-08-0395-4340	PRINTING	2,817.00
100-09-2500-4210	OP SUPPLY-OTHER	61.90
100-09-2500-4272	OP SUP-BUILDINGS	610.05
100-09-2500-4305	FEES FOR SERVICE	204.82
100-09-2500-4372	MAINT-REPAIR/BLD	1,901.72
100-09-2500-4380	RENTAL/LEASE	1,077.23
100-09-2500-4405	CLEAN/WASTE REMV	5,519.71
100-10-1100-4300	PROF SERVICES	50.00
100-10-1100-4341	ADVER/PUBLISH	112.21
100-13-1000-2041	SURCHARGE PAYABL	4,485.95
100-13-1000-3139	ELECTRICAL PERMITS	520.00
100-13-1000-3140	BUILDING PERMIT	368.00
100-13-1000-3141	HTG/REFR PERMIT	65.00
100-13-1000-3142	PLBG PERMIT	95.00

Account Summary

Account Number	Account Name	Payment Amount
100-13-1000-3519	OTHER CHARGE SVS	-89.68
100-13-1000-4210	OP SUPPLY-OTHER	58.99
100-13-1000-4403	TRAVEL/TRAIN/CON	75.00
100-14-2040-4340	PRINTING	55.00
100-15-0400-4301	ENGINEERING SVS	2,506.50
100-15-0400-4360	UTILITIES	19.33
100-15-0400-4530	MACH & EQUIPMENT	18,040.00
100-21-0500-4210	OP SUPPLY-OTHER	221.43
100-21-0500-4211	MOTOR FUELS	30.06
100-21-0500-4217	CLOTHING/UNIFORM	2,472.83
100-21-0500-4300	PROF SERVICES	1,125.00
100-21-0500-4305	FEES FOR SERVICE	220.92
100-21-0500-4380	RENTAL/LEASE	646.89
100-21-0500-4449	OTHER CONTRACT	330.00
100-21-0500-4530	MACH & EQUIPMENT	3,928.00
100-23-0450-4305	FEES FOR SERVICE	2,051.00
100-26-0800-4211	MOTOR FUELS	41.40
100-26-0800-4217	CLOTHING/UNIFORM	162.19
100-26-0800-4272	OP SUP-BUILDINGS	18.56
100-26-0800-4305	FEES FOR SERVICE	96.65
100-26-0800-4310	COMMUNICATION	170.78
100-26-0800-4360	UTILITIES	44.75
100-26-0800-4370	MAINT-REPAIR/EQ	10,076.25
100-26-0800-4372	MAINT-REPAIR/BLD	432.97
100-26-0800-4380	RENTAL/LEASE	219.74
100-26-0800-4405	CLEAN/WASTE REMV	1,833.31
100-31-1200-4210	OP SUPPLY-OTHER	808.53
100-31-1200-4212	LUB/ADD	110.24
100-31-1200-4217	CLOTHING/UNIFORM	6.60
100-31-1200-4271	OP SUP-OTHER IMP	2,814.21
100-31-1200-4300	PROF SERVICES	73.42
100-31-1200-4305	FEES FOR SERVICE	540.00
100-31-1200-4371	MAINT-REPAIR/OTH	125.52
100-31-1200-4380	RENTAL/LEASE	695.00
100-31-1200-4405	CLEAN/WASTE REMV	691.98
100-32-1260-4210	OP SUPPLY-OTHER	108.20
100-34-1290-4210	OP SUPPLY-OTHER	34,809.75
100-35-2005-4210	OP SUPPLY-OTHER	43.36
100-35-2005-4272	OP SUP-BUILDINGS	1,422.16
100-35-2005-4305	FEES FOR SERVICE	309.62
100-35-2005-4372	MAINT-REPAIR/BLD	16,451.97
100-35-2005-4380	RENTAL/LEASE	722.02
100-35-2005-4405	CLEAN/WASTE REMV	1,901.83
100-35-2009-4360	UTILITIES	20.03
100-36-2200-4210	OP SUPPLY-OTHER	103.94
100-36-2200-4217	CLOTHING/UNIFORM	360.00
100-41-1500-4210	OP SUPPLY-OTHER	5,752.39
100-41-1500-4212	LUB/ADD	110.24
100-41-1500-4217	CLOTHING/UNIFORM	146.00
100-41-1500-4231	SMALL TOOLS	61.95
100-41-1500-4271	OP SUP-OTHER IMP	1,108.26
100-41-1500-4272	OP SUP-BUILDINGS	1,514.97
100-41-1500-4280	CAPITAL OUTLAY <\$5,00	1,880.00
100-41-1500-4300	PROF SERVICES	200.00
100-41-1500-4305	FEES FOR SERVICE	840.93
100-41-1500-4360	UTILITIES	280.13
100-41-1500-4372	MAINT-REPAIR/BLD	646.44
100-41-1500-4380	RENTAL/LEASE	525.00

Account Summary

Account Number	Account Name	Payment Amount
100-41-1500-4405	CLEAN/WASTE REMV	3,334.11
100-51-2300-3580	FACILITY USE	175.00
100-51-2300-4147	UNEMPLOYMENT	98.18
100-51-2300-4300	PROF SERVICES	100.00
100-51-2300-4380	RENTAL/LEASE	100.44
215-54-1900-4405	CLEAN/WASTE REMV	487.89
230-60-3200-4210	OP SUPPLY-OTHER	3,383.41
230-60-3200-4305	FEES FOR SERVICE	540.00
235-00-1217-4371	MAINT-REPAIR/OTH	13,322.00
250-77-3700-4211	MOTOR FUELS	308.87
250-77-3700-4270	OP SUP-VEH/EQ	2,467.48
250-77-3700-4300	PROF SERVICES	50.00
250-77-3700-4310	COMMUNICATION	37.83
250-77-3700-4360	UTILITIES	23,478.07
250-77-3700-4370	MAINT-REPAIR/EQ	40.00
250-77-3700-4372	MAINT-REPAIR/BLD	486.38
250-77-3700-4380	RENTAL/LEASE	100.44
255-53-2100-4147	UNEMPLOYMENT	4,094.46
255-53-2100-4210	OP SUPPLY-OTHER	120.00
255-53-2100-4300	PROF SERVICES	100.00
255-53-2100-4305	FEES FOR SERVICE	17.15
255-53-2100-4310	COMMUNICATION	1,001.03
255-53-2100-4360	UTILITIES	897.52
255-53-2100-4380	RENTAL/LEASE	7,401.88
255-53-2100-4438	PRO/MISC RESALE	3,010.85
255-55-2105-4210	OP SUPPLY-OTHER	5,642.83
255-55-2105-4211	MOTOR FUELS	1,251.23
255-55-2105-4216	FERTILIZER/CHEM	742.62
255-55-2105-4270	OP SUP-VEH/EQ	1,619.74
255-55-2105-4305	FEES FOR SERVICE	2,000.00
255-55-2105-4310	COMMUNICATION	213.59
255-55-2105-4449	OTHER CONTRACT	48.32
255-55-2110-4360	UTILITIES	2,790.43
255-55-2110-4380	RENTAL/LEASE	68.24
255-56-2140-4210	OP SUPPLY-OTHER	3,872.00
255-56-2140-4300	PROF SERVICES	50.00
255-56-2140-4305	FEES FOR SERVICE	506.35
255-56-2140-4360	UTILITIES	4,006.20
255-56-2140-4380	RENTAL/LEASE	998.39
255-56-2140-4436	CONCESSION RESAL	14,716.78
255-56-2140-4438	PRO/MISC RESALE	1,320.71
255-56-2140-4439	LIQUOR - RESALE	5,269.43
265-00-1150-4341	ADVER/PUBLISH	600.00
285-12-1135-4300	PROF SERVICES	272.50
285-12-1135-4301	ENGINEERING SVS	2,510.00
285-12-1135-4305	FEES FOR SERVICE	6,250.00
285-12-1135-4401	DUES & SUBS	1,800.00
285-12-1135-4434	SPECIAL EVENTS	175.00
285-12-1150-4305	FEES FOR SERVICE	115.00
285-12-1150-4341	ADVER/PUBLISH	692.00
290-00-2900-4210	OP SUPPLY-OTHER	266.70
290-00-2900-4305	FEES FOR SERVICE	450.00
290-00-2900-4310	COMMUNICATION	150.00
290-00-2900-4360	UTILITIES	9,270.32
290-00-2900-4372	MAINT-REPAIR/BLD	2,469.60
290-00-2900-4380	RENTAL/LEASE	274.69
290-00-2900-4405	CLEAN/WASTE REMV	2,533.88
330-00-9330-4620	PAYING AGENT FEE	475.00

Account Summary

Account Number	Account Name	Payment Amount
369-00-9369-4620	PAYING AGENT FEE	475.00
455-00-7210-4559	PROJECT-OTHER	1,020.00
455-00-7220-4551	PROJECT-ENGINEER	2,190.75
455-00-7221-4551	PROJECT-ENGINEER	312,500.75
455-00-7221-4559	PROJECT-OTHER	192.08
455-00-7232-4551	PROJECT-ENGINEER	102.00
455-00-7233-4551	PROJECT-ENGINEER	5,329.50
455-00-7252-4550	PROJECT-CONTRACT	3,387.85
455-00-7252-4551	PROJECT-ENGINEER	32,217.68
455-00-7252-4559	PROJECT-OTHER	8,808.02
455-00-7255-4551	PROJECT-ENGINEER	439.17
455-00-7260-4551	PROJECT-ENGINEER	2,652.00
455-00-7260-4559	PROJECT-OTHER	393.96
493-00-9493-4620	PAYING AGENT FEE	475.00
510-00-6489-4210	OP SUPPLY-OTHER	1,500.00
510-00-6489-4305	FEES FOR SERVICE	2,138.69
510-00-6489-4540	OTHER CAP OUTLAY	23,868.58
515-00-9515-4300	PROF SERVICES	7,200.00
515-00-9515-4540	OTHER CAP OUTLAY	89,329.81
520-00-6552-4551	PROJECT-ENGINEER	15,226.72
525-00-9525-4300	PROF SERVICES	575.00
532-00-6495-4308	PAY AS YOU GO PAYMEN	135,925.96
540-00-9540-4308	PAY AS YOU GO PAYMEN	82,720.71
542-00-9542-4308	PAY AS YOU GO PAYMEN	11,825.14
568-00-6625-4341	ADVER/PUBLISH	75.46
568-00-6625-4551	PROJECT-ENGINEER	2,679.24
568-00-6700-4551	PROJECT-ENGINEER	83,174.51
570-00-9570-4300	PROF SERVICES	2,799.92
570-00-9570-4301	ENGINEERING SVS	2,508.50
570-00-9570-4550	PROJECT-CONTRACT	441,078.24
580-00-9580-4300	PROF SERVICES	5,100.00
610-00-7261-4551	PROJECT-ENGINEER	97,492.74
610-00-9610-2220	DUE TO OTHER GOV	31,497.66
610-70-3000-4210	OP SUPPLY-OTHER	179.38
610-70-3000-4212	LUB/ADD	110.24
610-70-3000-4300	PROF SERVICES	4,187.50
610-70-3000-4301	ENGINEERING SVS	50,213.00
610-70-3000-4305	FEES FOR SERVICE	491.44
610-70-3000-4360	UTILITIES	103.45
610-70-3000-4405	CLEAN/WASTE REMV	691.98
610-70-3000-4438	PRO/MISC RESALE	1,668.80
610-70-3000-4449	OTHER CONTRACT	700.00
620-00-9620-1191	A/R-UTILITY	529.95
620-00-9620-2042	SAC	44,730.00
620-80-3100-3739	MISC UTIL	-447.30
620-80-3100-4210	OP SUPPLY-OTHER	1,340.79
620-80-3100-4300	PROF SERVICES	4,187.50
620-80-3100-4360	UTILITIES	263.43
630-75-1400-4210	OP SUPPLY-OTHER	23.96
630-75-1400-4305	FEES FOR SERVICE	2,222.10
630-75-1400-4360	UTILITIES	21,911.26
630-75-1400-4361	NSP STREET LIGHT	7,459.05
630-75-1430-4360	UTILITIES	940.29
630-75-1440-4360	UTILITIES	920.38
630-75-1450-4360	UTILITIES	123.98
660-24-0330-4305	FEES FOR SERVICE	946.15
660-24-0600-4210	OP SUPPLY-OTHER	1,734.46
660-24-0600-4217	CLOTHING/UNIFORM	852.50

Account Summary

Account Number	Account Name	Payment Amount
660-24-0600-4403	TRAVEL/TRAIN/CON	195.00
700-00-9700-4144	HEALTH INSURANCE	1,176.72
700-00-9700-4146	DISABILITY	5,244.18
700-00-9700-4300	PROF SERVICES	1,522.75
700-00-9700-4352	GENERAL LIABILIT	193,175.00
700-00-9700-4733	CLAIM-NONCITY PR	1,950.00
700-00-9700-4737	MEDICAL DEDUCTIBLE	18,073.20
710-33-1700-4210	OP SUPPLY-OTHER	146.92
710-33-1700-4217	CLOTHING/UNIFORM	49.29
710-33-1700-4231	SMALL TOOLS	993.78
710-33-1700-4270	OP SUP-VEH/EQ	20,137.22
710-33-1700-4300	PROF SERVICES	73.42
710-33-1700-4370	MAINT-REPAIR/EQ	58,602.66
710-33-1700-4405	CLEAN/WASTE REMV	691.98
710-33-1710-4211	MOTOR FUELS	2,952.89
710-33-1710-4370	MAINT-REPAIR/EQ	137.75
710-33-1720-4231	SMALL TOOLS	12.99
720-07-0380-4210	OP SUPPLY-OTHER	28.99
720-07-0380-4310	COMMUNICATION	748.14
720-07-0380-4321	DATA PROCESSING	21,767.27
720-07-0380-4370	MAINT-REPAIR/EQ	140.88
810-00-8217-2310	DEPOSITS PAYABLE	100,535.00
810-00-9810-2310	DEPOSITS PAYABLE	116,807.13
990-05-9990-2010	PERA	120,497.58
990-05-9990-2032	GROUP INS-WTHHLD	115,800.98
990-05-9990-2033	DENTAL INS-WITH	10,816.28
990-05-9990-2035	LIFE INS-WITHHLD	3,319.46
990-05-9990-2037	CHILD SUPPORT	36.91
990-05-9990-2038	UNION DUES	550.00
990-05-9990-2043	DEFERRED COMP	29,508.40
990-05-9990-2044	ROTH 457	800.00
990-05-9990-2047	LONG TERM DISABILITY	3,124.99
Grand Total:		2,680,394.12

Project Account Summary

Project Account Key	Payment Amount
None	1,804,835.85
02-23-011-ENG	97,492.74
05-23-007-CON	406,115.34
05-23-007-PRO	2,799.92
23-PD-2345S	982.00
23-PD-2349S	982.00
23-PD-2351S	982.00
23-PD-2368S	982.00
7210-00-OTH	1,020.00
7221-02-ENG	312,500.75
7221-02-OTH	192.08
7233-02-ENG	5,329.50
7252-03-CON	3,387.85
7252-03-ENG	31,962.68
7252-03-OTH	2,511.61
7252-04-ENG	255.00
7252-04-OTH	5,016.84
7260-02-ENG	2,652.00
7260-02-OTH	393.96
Grand Total:	2,680,394.12

PAYROLL CHECK REGISTER

Biweekly PE 07/16/2023 – CK 07/27/2023 - \$465,103.71



City Council Action Request

10.A.

Meeting Date 8/2/2023

Department Public Works

Agenda Category Resolution

Title Low Zone Water Treatment Plant Project - Bid Award

Staff Recommendation Adopt Resolution 2023-104 awarding the Low Zone Water Treatment Plant Project Base Bid and Alternate 1 to Rice Lake Construction Group, in the total amount of \$39,078,155.00.

Budget Implication \$37,408,783 - 3M Settlement Funds, \$1,669,372 - Utility/Area Funds

Attachments

1.	Memo - 2023-08-2 Low Zone Water Treatment Plant Bid Award - revised
2.	Resolution - Low Zone Water Treatment Plant Bid Award 2023-08-102
3.	Client Bid Results Letter LZWTP 07142023
4.	BidTab

To: Honorable Mayor and City Council
Jennifer Levitt, City Administrator

From: Ryan Burfeind, P.E., Public Works Director

Date: August 2, 2023

Re: Low Zone Water Treatment Plant Project – Bid Award

Background

On January 10, 2022, the City entered into a grant agreement with the Minnesota Pollution Control Agency (MPCA) for the Low Zone Water Treatment Plant (LZWTP) Project. This agreement secured funding through the 3M Settlement Agreement to plan and design the water treatment plant that will serve the City's low-pressure zone by removing PFAS from the water supply. This plant will treat the water from Well 10 and the future Well 13, which will also be constructed as part of this project. The City entered into the grant agreement for Well 13 on April 10, 2023.

The Low Zone Water Treatment Plant will be located on the property at the northeast corner of Ideal Avenue South and 110th Street South. This property was acquired in August of 2021 with 3M Settlement Funds. The treatment capacity of the plant will be 5.5 MGD (million gallons per day) which is planned to provide adequate capacity for the low-pressure zone until at least 2040. Granular Activated Carbon filter vessels preceded by iron removing pre-treatment vessels will provide the removal of PFAS.

The major components of the treatment plant include the filter vessels, pre-treatment vessels, chemical rooms, pump room, pipe gallery, back wash tanks, clear well, electrical room, office space and emergency generator. Well 13 will be located off the southwest corner of the building and the power and controls for the well will be incorporated in the plant, thus eliminating the need for a pumphouse.

Trunk sanitary sewer will be extended from just south of 105th Street southerly past the sewer connection point for water treatment plant to 110th Street; non-lateral trunk costs will be tracked separately and funded through the Sanitary Sewer Area Fund. Other City responsible costs not eligible for 3M Settlement funds will be funded with utility funds.

The City's construction grant submittal for this project has been approved by the 3M Settlement Co-Trustees. The agreement is being processed for final signatures.

Discussion

Bids were opened Thursday, July 13, 2023. Two Bids were received and the attached letter from Stantec summarizes the bid results. The lowest bid submitted was from Rice Lake Construction Group, in the amount of \$38,182,800.00. The original engineer's estimate was \$32,500,000. Alternate 1 (described in detail below) was added to the project to provide Remote SCADA Site Upgrades. The bid cost of these upgrades is \$895,355.00; the original estimate for these upgrades was \$950,000.

While both bids came in higher than the engineer's estimate, they were very consistent, which provides high confidence that this is the true market price of this facility. There are a few factors that play into the higher than estimated bid prices. The first is a higher than anticipated price for the water main, sanitary sewer and storm sewer necessary to connect this facility to the existing city systems. Also, contractors are expecting higher steel prices than were contemplated in the engineer's estimate; this facility contains a significant amount of steel. The most important item to note is that this type of treatment plant is a facility unique to Cottage Grove, with no comparable comparisons in the upper Midwest. This made it very challenging to estimate, however our second treatment plant will follow this one closely, so these bids will help provide better clarity when estimating that project. Receiving only two bids is not a concern, as there were only three likely contractors in the region that would bid this type of project.

Alternate No. 1 is for a complete overhaul of our SCADA system, which runs the city's entire water system along with our sewer lift stations. Our current system is aging and uses an older radio communication method. This work would include upgrading our wells, water towers, booster stations, and lift stations with new PLC computers, reprogramming, and converting to a cellular communication system. We would also increase the overall system security and monitoring through this process, which will ensure ongoing compliance with Minnesota Executive Order 22-20 for Public Water Supplier cybersecurity. Also, America's Water Infrastructure Act of 2018 (AWIA) requires water systems serving more than 3,300 people to assess the risk and resilience of computer systems. This proposal includes Supervisory Control and Data Acquisition (SCADA) infrastructure that enhances the cyber and physical security of the industrial control systems and information technology systems that operate and monitor the utility. Security controls include 24/7/365 system and resource monitoring, logging, and alerting by a 3rd party security operations center, isolated networks, and least-privileged access controls.

Given the critical nature of this infrastructure, along with the ever-increasing threat of cyber-attacks, it is strongly recommended this work be completed. The price is the same for both contractors, as they are required to use the City's approved system integrator. It is common for municipalities to work with one system integrator, as they are vetted, have a full understanding of our system, and have gone through the necessary security protocols to work on our system. The company that would do this work, In Control, was selected through a lengthy interview and hands-on work process earlier this year.

Except for a few costs related to trunk utilities and some other City responsible costs, the base bid costs are fully covered by the 3M settlement. The state has reviewed the bids and are comfortable with them. The costs for Alternate No. 1 are largely a City cost to upgrade our existing infrastructure and would be paid for by the water and sewer utility funds.

The cost/funding breakdown based on the bid is as follows:

Item	Amount	Funding Source
Water Treatment Plant/Well #13	\$37,408,783	3M Settlement Funds
City Responsible Costs	\$774,017	Area/Utility Funds
SCADA Remote Site Upgrades	\$895,355	Water and Sewer Utility Funds
Total	\$39,078,155	

Recommendation

It is recommended that the City Council adopt resolution 2023-104 awarding the Low Zone Water Treatment Plant Project Base Bid and Alternate 1 to Rice Lake Construction Group, in the total amount of \$39,078,155.00.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2023-104

**RESOLUTION AWARDING THE BID FOR THE LOW ZONE WATER
TREATMENT PLANT AND ALTERNATE 1, SCADA SYSTEM REMOTE SITE
UPGRADES, TO RICE LAKE CONSTRUCTION GROUP IN THE AMOUNT OF
\$39,078,155.00**

WHEREAS, plans and specifications were completed according to City Standards and Specifications; and

WHEREAS, bids were requested to provide the necessary work; and

WHEREAS, two firms submitted bids; and

WHEREAS, it appears that Rice Lake Construction Group is the lowest responsible bidder; and

WHEREAS, it is the recommendation of the Public Works Director that the Base Bid and Alternate 1 be awarded to Rice Lake Construction Group, in the amount of \$39,078,155.00.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, that the Base Bid for the Low Zone Water Treatment Plant Project, and Alternate 1, SCADA System Remote Site Upgrades, are awarded to Rice Lake Construction Group in the amount of \$39,078,155.00

Passed this 2nd day of August 2023.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



Stantec

Stantec Consulting Services Inc.

733 Marquette Avenue So., Suite 1000, Minneapolis MN 55402

July 14, 2023

Honorable Mayor and City Council
City of Cottage Grove
12800 Ravine Parkway
Cottage Grove, MN 55016

Re: Low Zone Water Treatment Plant
Stantec Project No. 193805365
Bid Results

Dear Honorable Mayor and City Council:

Bids were received for the Project stated above on July 13, 2023. Transmitted herewith is a copy of the Bid Tabulation for your information and file. Copies will also be distributed to each Bidder once the Project has been awarded.

Bids were received from 2 contractors. The following summarizes the results:

	<u>Contractor</u>	<u>Base Bid</u>	<u>Alternate 1</u>
Low	Rice Lake Construction Group	\$38,182,800.00	\$895,355.00
#2	Market & Johnson, Inc.	\$38,717,563.88	\$895,355.00

The low Bidder on the Project was Rice Lake Construction Group with a Total Base Bid Amount of \$38,182,800.00 which compares to the Engineer's Opinion of Probable Costs of \$32,500,000.00. These Bids have been reviewed and found to be in order.

If the City Council wishes to award the Project to the low Bidder, then **Rice Lake Construction Group** should be awarded the Project on the **Total Base Bid Amount of \$38,182,800.00**.

The bids also include an Alternate 1 for SCADA Remote Site Upgrades in the amount of \$895,355.00 for the Council's consideration. If the Council wishes to award Alternate 1, along with the Base Bid, the total award amount is **\$39,078,155.00**

Should you have any questions, please feel free to contact me at 612-712-2097.

Sincerely,

STANTEC CONSULTING SERVICES INC.

Ash Hammerbeck, P.E.

Project Name: **LOW ZONE WATER TREATMENT PLANT**I hereby certify that this is an exact
reproduction of bids received.

City Project No.:

Stantec Project No.: 193805365

Bid Opening: Thursday, July 13, 2023 at 2:00 PM CDT

Owner: **City of Cottage Grove**Ash Hammerbeck, PE
License No. 54844

BID TABULATION				Bidder No. 1		Bidder No. 2	
				Rice Lake Construction Group		Market & Johnson, Inc.	
Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total
PART 1 - CIVIL							
PART 1A - GENERAL							
1	MOBILIZATION	LS	1	\$1,500,000.00	\$1,500,000.00	\$200,023.00	\$200,023.00
2	TRAFFIC CONTROL	LS	1	\$10,000.00	\$10,000.00	\$7,406.73	\$7,406.73
3	STREET SWEEPER WITH OPERATOR	HR	100	\$130.00	\$13,000.00	\$152.57	\$15,257.00
4	TEMPORARY HYDRAULIC MATRIX	AC	20	\$1,750.00	\$35,000.00	\$1,594.98	\$31,899.60
5	SILT FENCE (MACHINE SLICED)	LF	8000	\$2.00	\$16,000.00	\$3.58	\$28,640.00
6	SEDIMENT CONTROL LOGS (TYPE COMPOST)	LF	500	\$3.00	\$1,500.00	\$3.15	\$1,575.00
7	TEMPORARY CONSTRUCTION ENTRANCE	CY	120	\$55.00	\$6,600.00	\$41.26	\$4,951.20
8	SALVAGED TOPSOIL BORROW (LV)	CY	6000	\$7.00	\$42,000.00	\$8.55	\$51,300.00
9	CLEARING AND GRUBBING	EA	30	\$760.00	\$22,800.00	\$802.19	\$24,065.70
TOTAL PART 1A - GENERAL				\$1,646,900.00		\$365,118.23	
PART 1B - SANITARY SEWER							
10	IMPROVED PIPE FOUNDATION	LF	2910	\$10.00	\$29,100.00	\$12.91	\$37,568.10
11	TELEWISE SANITARY SEWER	LF	2910	\$1.00	\$2,910.00	\$3.47	\$10,097.70
12	6" PVC SANITARY SEWER PIPE, SDR 35	LF	180	\$37.00	\$6,660.00	\$28.88	\$5,198.40
13	8" PVC SANITARY SEWER PIPE, SDR 35	LF	680	\$88.00	\$59,840.00	\$34.14	\$23,215.20
14	14" PVC SANITARY SEWER PIPE, C900	LF	2050	\$280.00	\$574,000.00	\$175.29	\$359,344.50
15	CONNECT TO EXISTING SANITARY SEWER PIPE	EA	1	\$8,100.00	\$8,100.00	\$8,508.58	\$8,508.58
16	4" DIA SANITARY MH, INCL. R-1642-B CSTG AND HDPE ADJ. RINGS	LF	240	\$664.00	\$159,360.00	\$389.43	\$93,463.20
17	5" DIA SANITARY MH, INCL. R-1642-B CSTG AND HDPE ADJ. RINGS	LF	26	\$804.00	\$20,904.00	\$650.94	\$16,924.44
18	INSIDE DROP INLET PIPE	LF	10	\$204.00	\$2,040.00	\$385.48	\$3,854.80
20	8" PVC PLUG	EA	3	\$505.00	\$1,515.00	\$475.36	\$1,426.08
21	14" PVC PLUG	EA	2	\$905.00	\$1,810.00	\$873.06	\$1,746.12
22	INSULATION (4" THICK)	SY	100	\$55.00	\$5,500.00	\$71.80	\$7,180.00
19	INVESTIGATIVE POTHOLE	EA	1	\$1,845.00	\$1,845.00	\$717.52	\$717.52
TOTAL PART 1B - SANITARY SEWER				\$873,584.00		\$569,244.64	
PART 1C - WATER MAIN							
23	REMOVE WATER MAIN	LF	100	\$24.00	\$2,400.00	\$8.10	\$810.00
24	6 INCH CONCRETE HYDRANT ACCESS PAD	SF	130	\$20.00	\$2,600.00	\$12.00	\$1,560.00
25	IMPROVED PIPE FOUNDATION	LF	5055	\$3.80	\$19,209.00	\$12.91	\$65,260.05
26	6" DIP WATER MAIN, CL. 52, INCL. POLY WRAP	LF	140	\$136.00	\$19,040.00	\$48.61	\$6,805.40
27	8" DIP WATER MAIN, CL. 52, INCL. POLY WRAP	LF	20	\$150.00	\$3,000.00	\$61.25	\$1,225.00
28	12" DIP WATER MAIN, CL. 52, INCL. POLY WRAP	LF	165	\$187.00	\$30,855.00	\$100.53	\$16,587.45

BID TABULATION				Bidder No. 1 Rice Lake Construction Group		Bidder No. 2 Market & Johnson, Inc.	
Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total
29	16" DIP WATER MAIN, CL. 52, INCL. POLY WRAP	LF	720	\$136.00	\$97,920.00	\$126.12	\$90,806.40
30	20" DIP WATER MAIN, CL. 52, INCL. POLY WRAP	LF	3190	\$170.00	\$542,300.00	\$162.05	\$516,939.50
31	24" DIP WATER MAIN, CL. 52, INCL. POLY WRAP	LF	820	\$207.00	\$169,740.00	\$193.21	\$158,432.20
32	6" GATE VALVE & BOX	EA	6	\$2,800.00	\$16,800.00	\$2,697.85	\$16,187.10
33	12" BUTTERFLY VALVE & BOX	EA	6	\$4,153.00	\$24,918.00	\$4,575.60	\$27,453.60
34	16" BUTTERFLY VALVE & BOX	EA	1	\$6,713.00	\$6,713.00	\$7,019.94	\$7,019.94
35	20" BUTTERFLY VALVE & BOX	EA	5	\$9,075.00	\$45,375.00	\$10,202.65	\$51,013.25
36	24" BUTTERFLY VALVE & BOX	EA	6	\$13,000.00	\$78,000.00	\$13,540.00	\$81,240.00
37	HYDRANT	EA	4	\$8,688.00	\$34,752.00	\$6,068.64	\$24,274.56
38	HYDRANT (RAW WATER)	EA	1	\$8,688.00	\$8,688.00	\$6,068.53	\$6,068.53
39	DUCTILE IRON FITTINGS	LBS	8800	\$15.00	\$132,000.00	\$12.20	\$107,360.00
40	INSULATION (4" THICK)	SY	100	\$55.00	\$5,500.00	\$71.80	\$7,180.00
41	CONNECT TO EXISTING 12" WATER MAIN	EA	4	\$2,455.00	\$9,820.00	\$1,745.47	\$6,981.88
42	CONNECT TO EXISTING 16" WATER MAIN	EA	1	\$2,455.00	\$2,455.00	\$4,363.67	\$4,363.67
43	CONNECT TO EXISTING 20" WATER MAIN	EA	1	\$2,455.00	\$2,455.00	\$5,236.39	\$5,236.39
44	WATER MAIN BYPASS	LS	1	\$37,500.00	\$37,500.00	\$34,474.71	\$34,474.71
45	1" CORPORATION STOP	EA	3	\$1,027.00	\$3,081.00	\$511.82	\$1,535.46
46	1" CURB STOP AND BOX	EA	3	\$1,351.00	\$4,053.00	\$1,482.59	\$4,447.77
47	1" TYPE "K" COPPER WATER SERVICE	LF	60	\$36.00	\$2,160.00	\$55.00	\$3,300.00
48	INVESTIGATIVE POTHOLE	EA	6	\$1,845.00	\$11,070.00	\$717.54	\$4,305.24
TOTAL PART 1C - WATER MAIN					\$1,312,404.00		\$1,250,868.10
PART 1D - STORM SEWER							
49	STORM DRAIN INLET PROTECTION (IN STREET)	EA	10	\$150.00	\$1,500.00	\$161.13	\$1,611.30
50	IMPROVED PIPE FOUNDATION	LF	3538	\$4.00	\$14,152.00	\$12.91	\$45,675.58
51	BULKHEAD STORM SEWER PIPE	EA	1	\$1,750.00	\$1,750.00	\$1,745.46	\$1,745.46
52	24" DIP WATER MAIN, CL. 52, INCL. POLY WRAP	LF	480	\$208.00	\$99,840.00	\$193.21	\$92,740.80
53	30" DIP WATER MAIN, CL. 52, INCL. POLY WRAP	LF	20	\$337.00	\$6,740.00	\$303.40	\$6,068.00
54	DUCTILE IRON FITTINGS	LBS	6500	\$10.00	\$65,000.00	\$8.46	\$54,990.00
55	12" RCP STORM SEWER, CLASS 5	LF	42	\$72.00	\$3,024.00	\$57.84	\$2,429.28
56	15" RCP STORM SEWER, CLASS 5	LF	338	\$83.00	\$28,054.00	\$64.07	\$21,655.66
57	18" RCP STORM SEWER, CLASS 5	LF	815	\$88.00	\$71,720.00	\$68.73	\$56,014.95
58	21" RCP STORM SEWER, CLASS 3	LF	535	\$105.00	\$56,175.00	\$86.05	\$46,036.75
59	24" RCP STORM SEWER, CLASS 3	LF	812	\$113.00	\$91,756.00	\$138.00	\$112,056.00
60	24" RCP STORM SEWER, CLASS 5	LF	1217	\$151.00	\$183,767.00	\$138.00	\$167,946.00
61	30" RCP STORM SEWER, CLASS 3	LF	29	\$150.00	\$4,350.00	\$140.00	\$4,060.00
62	15" RCP FLARED END SECTION, INCL. TRASH GUARD	EA	4	\$2,610.00	\$10,440.00	\$2,188.51	\$8,754.04
63	18" RCP FLARED END SECTION, INCL. TRASH GUARD	EA	5	\$2,810.00	\$14,050.00	\$2,576.34	\$12,881.70
64	30" RCP FLARED END SECTION, INCL. TRASH GUARD	EA	1	\$4,310.00	\$4,310.00	\$4,349.39	\$4,349.39
65	CLASS III RANDOM RIP RAP	CY	180	\$114.00	\$20,520.00	\$128.36	\$23,104.80
66	2' X 3' CB W/R-3067-V(B) AND HDPE RINGS	LF	5	\$1,490.00	\$7,450.00	\$1,082.25	\$5,411.25
67	48" CBMH W/R-3067-V(B) AND HDPE RINGS	LF	50	\$1,060.00	\$53,000.00	\$1,057.06	\$52,853.00
68	48" CBMH W/ SUMP, W/R-3067-V(B) AND HDPE RINGS	LF	12	\$1,060.00	\$12,720.00	\$846.15	\$10,153.80
69	48" STMH W/ R-1642-B AND HDPE RINGS	LF	230	\$243.00	\$55,890.00	\$743.44	\$170,991.20
70	POND OUTLET CONTROL STRUCTURE	LF	8	\$1,311.00	\$10,488.00	\$802.43	\$6,419.44

BID TABULATION				Bidder No. 1 Rice Lake Construction Group		Bidder No. 2 Market & Johnson, Inc.	
Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total
71	OUTLET STRUCTURE FOR TANK OVERFLOW DISCHARGE 1 (SPECIAL PROVISION)	EA	1	\$20,000.00	\$20,000.00	\$40,000.00	\$40,000.00
72	OUTLET STRUCTURE FOR TANK OVERFLOW DISCHARGE 2 (SPECIAL PROVISION)	EA	1	\$25,000.00	\$25,000.00	\$40,000.00	\$40,000.00
73	TELEWISE STORM SEWER	LF	3538	\$2.00	\$7,076.00	\$3.47	\$12,276.86
74	4" PERFORATED PVC DRAIN TILE, SDR 26	LF	160	\$33.00	\$5,280.00	\$12.63	\$2,020.80
75	CLAY LINER	CY	3000	\$41.00	\$123,000.00	\$39.01	\$117,030.00
TOTAL PART 1D - STORM SEWER					\$997,052.00		\$1,119,276.06
PART 1E - DRIVES/PARKING LOTS							
76	REMOVE BITUMINOUS PAVEMENT	SY	1100	\$3.00	\$3,300.00	\$3.60	\$3,960.00
77	SAWING BITUMINOUS PAVEMENT	LF	500	\$3.00	\$1,500.00	\$1.67	\$835.00
78	PATCH BITUMINOUS PAVEMENT	SY	1100	\$41.00	\$45,100.00	\$41.50	\$45,650.00
79	COMMON EXCAVATION (EV)	CY	23000	\$5.00	\$115,000.00	\$2.14	\$49,220.00
80	COMMON EMBANKMENT (CV)	CY	25000	\$3.00	\$75,000.00	\$2.14	\$53,500.00
81	SUBGRADE EXCAVATION	CY	660	\$5.70	\$3,762.00	\$7.97	\$5,260.20
82	12" SALVAGED AGGREGATE BACKFILL (MODIFIED)	TN	7200	\$4.30	\$30,960.00	\$13.77	\$99,144.00
83	8" AGGREGATE BASE, CLASS 5, 100% CRUSHED LIMESTONE	TN	4800	\$20.00	\$96,000.00	\$22.35	\$107,280.00
84	2" TYPE SP 12.5 NON WEARING COURSE MIXTURE (4,B) (SPNWB430B)	TN	1100	\$112.00	\$123,200.00	\$112.00	\$123,200.00
85	3" TYPE SP 12.5 WEARING COURSE MIXTURE (4,F) (SPWEB440F)	TN	1650	\$81.00	\$133,650.00	\$81.50	\$134,475.00
86	BITUMINOUS MATERIAL FOR TACK COAT	GL	420	\$2.10	\$882.00	\$4.20	\$1,764.00
87	B618 CONCRETE CURB AND GUTTER	LF	3100	\$26.00	\$80,600.00	\$27.50	\$85,250.00
88	SAWING BITUMINOUS PAVEMENT - TRAIL	LF	40	\$20.00	\$800.00	\$1.66	\$66.40
89	REMOVE BITUMINOUS TRAIL PAVEMENT	SY	150	\$30.00	\$4,500.00	\$4.10	\$615.00
90	AGGREGATE BASE, VIRGIN CLASS 5 - SIDEWALK	TN	250	\$44.00	\$11,000.00	\$17.55	\$4,387.50
91	6" CONCRETE WALK	SF	4000	\$11.00	\$44,000.00	\$10.50	\$42,000.00
92	TRUNCATED DOME PANEL	SF	144	\$60.00	\$8,640.00	\$60.00	\$8,640.00
93	SHOULDER AGGREGATE, VIRGIN CLASS 2	TN	40	\$54.00	\$2,160.00	\$28.64	\$1,145.60
94	4" SOLID LINE PAVEMENT MARKING	LF	600	\$12.00	\$7,200.00	\$6.00	\$3,600.00
95	24" SOLID LINE PAVEMENT MARKING (GROUND IN)	LF	50	\$28.00	\$1,400.00	\$6.00	\$300.00
96	HANDICAPPED MESSAGE	EA	1	\$1,200.00	\$1,200.00	\$100.00	\$100.00
97	SIGN PANELS TYPE C	SF	80	\$20.00	\$1,600.00	\$100.00	\$8,000.00
TOTAL PART 1E - DRIVES/PARKING LOTS					\$791,454.00		\$778,392.70
PART 1F - LANDSCAPING							
98	SEEDING	AC	2.74	\$2,000.00	\$5,480.00	\$5,638.69	\$15,450.00
99	SEED	LB	274	\$8.00	\$2,192.00	\$6.15	\$1,685.10
100	HYDRAULIC MATRIX	AC	2.74	\$6,500.00	\$17,810.00	\$1,642.34	\$4,500.00
101	SEED MIXTURE 33-261 W/ EROSION CONTROL BLANKET (POND BUFFER)	SY	1078	\$18.00	\$19,404.00	\$3.35	\$3,611.30
102	SEED MIXTURE 24-261 W/ EROSION CONTROL BLANKET (POND EDGE)	SY	383	\$18.00	\$6,894.00	\$3.35	\$1,283.05
103	SOD	SY	11960	\$6.30	\$75,348.00	\$8.25	\$98,670.00

BID TABULATION				Bidder No. 1 Rice Lake Construction Group		Bidder No. 2 Market & Johnson, Inc.	
Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total
104	ROCK MULCH & FABRIC - TRAP ROCK	CY	32	\$424.00	\$13,568.00	\$195.00	\$6,240.00
105	SHRUB (#5 CONT)	EA	152	\$210.00	\$31,920.00	\$58.00	\$8,816.00
106	PERENNIAL PLANTING (#1 CONT)	EA	362	\$75.00	\$27,150.00	\$15.00	\$5,430.00
107	PERENNIAL PLANTING (#2 CONT)	EA	22	\$85.00	\$1,870.00	\$20.00	\$440.00
108	OVERSTORY TREES - 2.5" CAL BB	EA	39	\$997.00	\$38,883.00	\$675.00	\$26,325.00
109	UNDERSTORY TREES - 1.5" CAL. BB	EA	17	\$904.00	\$15,368.00	\$565.00	\$9,605.00
110	CONIFEROUS TREES - 6' HT. BB	EA	68	\$957.00	\$65,076.00	\$495.00	\$33,660.00
111	STEEL EDGING	LF	148	\$23.00	\$3,404.00	\$7.15	\$1,058.20
TOTAL PART 1F - LANDSCAPING				\$324,367.00		\$216,773.65	
PART 1G - LIGHTING							
112	LIGHT FOUNDATION, TYPE E	EA	8	\$1,500.00	\$12,000.00	\$2,100.00	\$16,800.00
113	LIGHTING UNIT (LIGHT POLE AND LUMINAIRE), TYPE A	EA	8	\$6,500.00	\$52,000.00	\$1,875.00	\$15,000.00
114	UNDERGROUND WIRE, #8 AWG WIRE	LF	3975	\$2.00	\$7,950.00	\$2.50	\$9,937.50
115	1.5" NON-METALLIC CONDUIT	LF	1350	\$11.00	\$14,850.00	\$10.90	\$14,715.00
116	LIGHTING HANDHOLE	EA	1	\$1,500.00	\$1,500.00	\$2,875.00	\$2,875.00
TOTAL PART 1G - LIGHTING				\$88,300.00		\$59,327.50	
PART 1H - IRRIGATION SYSTEM							
117	ALL WORK AND COSTS ASSOCIATED WITH CONSTRUCTION OF THE IRRIGATION SYSTEM, AND OTHER RELATED ITEMS SHALL BE INCIDENTAL TO THE PROJECT AND INCLUDED IN THE PART 1 - LUMP SUM BASE BID AMOUNT FOR IRRIGATION SYSTEM.	LS	1	\$200,000.00	\$200,000.00	\$180,000.00	\$180,000.00
TOTAL PART 1H - IRRIGATION SYSTEM				\$200,000.00		\$180,000.00	
BASE BID SUMMARY:							
TOTAL PART 1A - GENERAL				\$1,646,900.00		\$365,118.23	
TOTAL PART 1B - SANITARY SEWER				\$873,584.00		\$569,244.64	
TOTAL PART 1C - WATER MAIN				\$1,312,404.00		\$1,250,868.10	
TOTAL PART 1D - STORM SEWER				\$997,052.00		\$1,119,276.06	
TOTAL PART 1E - DRIVES/PARKING LOTS				\$791,454.00		\$778,392.70	
TOTAL PART 1F - LANDSCAPING				\$324,367.00		\$216,773.65	
TOTAL PART 1G - LIGHTING				\$88,300.00		\$59,327.50	
TOTAL PART 1H - IRRIGATION SYSTEM				\$200,000.00		\$180,000.00	
TOTAL BASE BID				\$6,234,061.00		\$4,539,000.88	
PART 2 - WELL #13							
118	MOBILIZATION	LS	1	\$30,000.00	\$30,000.00	\$27,000.00	\$27,000.00
119	DRILL/DRIVE 30" STEEL CASING	LF	62	\$350.00	\$21,700.00	\$349.00	\$21,638.00
120	DRILL 30" OPEN HOLE	LF	157	\$247.00	\$38,779.00	\$245.00	\$38,465.00
121	PLACE 24" STEEL CASING (INCLUDING 5' STICKUP)	LF	224	\$234.00	\$52,416.00	\$225.00	\$50,400.00
122	GROUT ANNULAR SPACE WITH NEAT CEMENT	CY	20	\$725.00	\$14,500.00	\$625.00	\$12,500.00
123	DRILL 24" OPEN HOLE	LF	101	\$65.00	\$6,565.00	\$60.00	\$6,060.00
124	GAMMA LOG WELL	LS	1	\$1,900.00	\$1,900.00	\$1,750.00	\$1,750.00

BID TABULATION				Bidder No. 1 Rice Lake Construction Group		Bidder No. 2 Market & Johnson, Inc.	
Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total
125	FURNISH, INSTALL, AND REMOVE DEVELOPMENT EQUIPMENT	LS	1	\$12,000.00	\$12,000.00	\$10,000.00	\$10,000.00
126	DYNAMITE DEVELOPMENT	LB	600	\$46.00	\$27,600.00	\$45.00	\$27,000.00
127	VIBRATION MONITORING ALLOWANCE	LS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
128	BAIL	CY	1200	\$122.00	\$146,400.00	\$120.00	\$144,000.00
129	DEVELOPMENT	HR	120	\$270.00	\$32,400.00	\$270.00	\$32,400.00
130	FURNISH, INSTALL, AND REMOVE TEST PUMP	LS	1	\$13,000.00	\$13,000.00	\$11,000.00	\$11,000.00
131	FURNISH, INSTALL, AND REMOVE DISCHARGE PIPING	LF	300	\$16.00	\$4,800.00	\$15.00	\$4,500.00
132	TEST PUMPING	HR	120	\$202.00	\$24,240.00	\$185.00	\$22,200.00
133	WATER QUALITY TESTING	EA	1	\$2,000.00	\$2,000.00	\$1,650.00	\$1,650.00
134	TELEWISE WELL	EA	2	\$2,000.00	\$4,000.00	\$1,750.00	\$3,500.00
135	SITE CLEANUP AND RESTORATION	LS	1	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00
TOTAL PART 2 - WELL #13					\$447,300.00		\$428,563.00
PART 3 - LOW ZONE WTP FACILITY							
136	ALL WORK AND COSTS ASSOCIATED WITH CONSTRUCTION OF THE LOW ZONE WTP FACILITY, AND OTHER RELATED ITEMS SHALL BE INCIDENTAL TO THE PROJECT AND INCLUDED IN THE PART 3 - LUMP SUM BASE BID AMOUNT FOR LOW ZONE WTP FACILITY UNLESS OTHERWISE NOTED.	LS	1	\$30,151,439.00	\$30,151,439.00	\$32,400,000.00	\$32,400,000.00
137	GRANULAR ACTIVATED CARBON MEDIA ALLOWANCE - ALL COSTS ASSOCIATED WITH THE GAC MEDIA MATERIAL, SHIPPING, TAXES, AND INSURANCE.	LS	1	\$1,350,000.00	\$1,350,000.00	\$1,350,000.00	\$1,350,000.00
TOTAL PART 3 - LOW ZONE WTP FACILITY					\$31,501,439.00		\$33,750,000.00
ALTERNATE 1 - SCADA SYSTEM REMOTE SITE UPGRADES							
138	ALL WORK AND COSTS ASSOCIATED WITH THE REMOTE SITES AS DEFINED IN THE PLAN SHEETS AND SPECIFICATIONS, AND OTHER RELATED ITEMS SHALL BE INCIDENTAL TO THE PROJECT AND INCLUDED IN THE ALTERNATE 1 AMOUNT FOR REMOTE SITES.	LS	1	\$895,355.00	\$895,355.00	\$895,355.00	\$895,355.00
TOTAL ALTERNATE 1 - SCADA SYSTEM REMOTE SITE UPGRADES					\$895,355.00		\$895,355.00

BID TABULATION				Bidder No. 1 Rice Lake Construction Group		Bidder No. 2 Market & Johnson, Inc.	
Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total
BASE BID SUMMARY:							
	TOTAL PART 1 - CIVIL				\$6,234,061.00		\$4,539,000.88
	TOTAL PART 2 - WELL #13				\$447,300.00		\$428,563.00
	TOTAL PART 3 - LOW ZONE WTP FACILITY				\$31,501,439.00		\$33,750,000.00
	TOTAL BASE BID				\$38,182,800.00		\$38,717,563.88
	TOTAL ALTERNATE 1 - REMOTE SITES				\$895,355.00		\$895,355.00
Contractor Name and Address:				Rice Lake Construction Group 23360 County Road 12 Deerwood, MN 56444		Market & Johnson, Inc. 2350 Galloway Street Eau Claire, WI 54703	
Phone:				(218) 546-5519		(715) 834-1213	
Email:				estimating@ricelake.org		psullivan@market-johnson.com	
Signed By:				Wade Leonard		Kevin Renley	
Title:				President		President	
Bid Security:				Bid Bond		Bid Bond	
Responsible Contractor Certification:				Yes		Yes	
Addenda Acknowledged:				1, 2, 3, 4, 5		1, 2, 3, 4, 5	