



## COTTAGE GROVE CITY COUNCIL

September 6, 2023

12800 RAVINE PARKWAY SOUTH  
COTTAGE GROVE, MINNESOTA 55016

COUNCIL CHAMBER - 7:00 PM- 7:00 PM

- 1 Call to Order
- 2 Pledge of Allegiance
- 3 Roll Call
- 4 Open Forum
- 5 Adoption of Agenda
- 6 Presentations
  - A Eagle Scout Presentation  
*Staff Recommendation: Present Riley Symicek from Troop 9005 with the Eagle Scout Award.*
  - B Public Safety Board Donation and Presentation  
*Staff Recommendation: Accept and approve the donation in the amount of \$15,000.00 for fitness equipment and K9 equipment in the amount of \$1,405.56.*
- 7 Consent Agenda
  - A Special Meeting Minutes - July 26, 2023  
*Staff Recommendation: Approve the July 26, 2023, Special Meeting Minutes.*
  - B Regular Meeting Minutes - August 2, 2023  
*Staff Recommendation: Approve the August 2, 2023, Regular Meeting Minutes.*
  - C Massage Therapy License - Stephanie Jarrett  
*Staff Recommendation: Authorize issuance of a Massage Therapist license to Ms. Stephanie Jarret for use at Whole Health Massage.*
  - D Massage Business License - Summer Spa, LLC  
*Staff Recommendation: Authorize issuance of a Massage Business License to Summer Spa, LLC located at 8471 East Point Douglas Rd. So., Cottage Grove MN 55016.*
  - E Massage Therapy License - Xiaomei Li  
*Staff Recommendation: Authorize issuance of a Massage Therapist License to Xiaomei Li for work at Summer Spa, located at 8471 East Point Douglas Road South.*
  - F Rental License Approvals  
*Staff Recommendation: Approve the issuance of rental licenses to the properties in the attached table.*
  - G Planning Commission Appointment  
*Staff Recommendation: Appoint Pradeep Bhat to fill an unexpired term on the Planning Commission ending on February 28, 2025.*

- H Agreement for Professional Services from LE-AST Services  
*Staff Recommendation: Authorize executing the agreement for professional services with LE-AST Services.*
- I Authorization to Order 2024 Squads  
*Staff Recommendation: Authorize Public Safety to order two 2024 Dodge Durango's now, and four 2024 Ford Explorer's in 2023 during the state contract pricing vehicle ordering windows.*
- J Resolution 2023-116 Opting to Cease Participation in the Statewide Volunteer Firefighter Plan  
*Staff Recommendation: Adopt Resolution 2023-116, terminating participation in the Statewide Volunteer Firefighter Plan effective Dec. 31, 2023 and affirming the administrative dissolution of the Cottage Grove Firefighter Relief Association.*
- K Ice Arena Solar Power Service Agreement  
*Staff Recommendation: Authorize service agreement with Solar Connection for the installation of a roof-top solar array at the Cottage Grove Ice Arena.*
- L Pine Tree Valley Park Sports Lighting Service Agreement  
*Staff Recommendation: Authorize service agreement with Musco Sports Lighting, LLC for the installation of a sports lighting system at Pine Tree Valley Park for the amount of \$ 55,561.00*
- M Kingston Park Architect Services  
*Staff Recommendation: Approve agreement with Oertel Architects for building, planning and concept design services for the Kingston Park Pavillion project.*
- N 100th Street Trail Easement  
*Staff Recommendation: Approve Trail Easement with Renewal by Andersen LLC.*
- O Kwik Trip Development – Escrow Agreement  
*Staff Recommendation: Approve the Escrow Agreement between the City and Kwik Trip Inc. for the preparation of the Public Improvement Plans necessary for development of Lot 1, Block 2 of the Lake Flora 2nd Addition plat with minor modifications by the City Attorney.*
- P DNR ReLeaf Community Forestry Grant Program  
*Staff Recommendation: Authorize staff to apply for the Releaf Community Forestry Grants program in the amount of \$210,000.*
- Q 2024 State Bonding Request - County Rd 19A & 100th St  
*Staff Recommendation: Adopt resolution 2023-115 authorizing the City's application for \$12,500,000 in Capital Budget Bonding Funds for the County Road 19A/100th Street Realignment Project.*
- R Thai Garden Approvals Extension  
*Staff Recommendation: Adopt Resolution 2023-114 approving a one-year extension of the Site Plan Review and Planned Unit Development for Thai Garden until September 7, 2024.*
- S Lake Flora 2nd Addition - Amended Preliminary Plat, Regional Pond Purchase Agreement, and Dirt Agreement  
*Staff Recommendation: 1) Adopt Resolution 2023-112 approving the preliminary plat to be called Lake Flora Second Addition. 2) Adopt Resolution 2023-113 approving the termination of the pond purchase agreement between the City and WAG Farms Inc. and approving the new purchase agreement between WAG Farms Inc. and the City for Outlot C, Lake Flora Second Addition. 3) Approve the Dirt Agreement between EDA and the City.*

## 8 Approve Disbursements

- A Approve payments for the period of 07/27/2023 through 08/30/2023 in the amount of \$3,953,916.74.

## 9 Public Hearings

## 10 Bid Awards

11 Regular Agenda

A Certifying Preliminary Property Tax Levy

*Staff Recommendation: Adopt Resolution 2023-111, Adopting the Proposed Preliminary 2023 Property Tax Levy Collectible in 2024.*

12 Council Comments and Requests

13 Workshops - Open to Public

A THC Beverages at Off-Sale Liquor Establishments

*Staff Recommendation: Discuss and provide direction.*

B Street Reconstruction Plan

*Staff Recommendation: Review, discuss, and provide input regarding the Street Reconstruction and Overlay Plan*

14 Workshops - Closed to Public

15 Adjournment



## City Council Action Request

### 6.A.

|                             |                                                                   |
|-----------------------------|-------------------------------------------------------------------|
| <b>Meeting Date</b>         | 9/6/2023                                                          |
| <b>Department</b>           | Administration                                                    |
| <b>Agenda Category</b>      | Presentation                                                      |
| <b>Title</b>                | Eagle Scout Presentation                                          |
| <b>Staff Recommendation</b> | Present Riley Symicek from Troop 9005 with the Eagle Scout Award. |
| <b>Budget Implication</b>   | N/A                                                               |
| <b>Attachments</b>          | None                                                              |





## City Council Action Request

### 6.B.

|                             |                                                                                                                                  |
|-----------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| <b>Meeting Date</b>         | 9/6/2023                                                                                                                         |
| <b>Department</b>           | Public Safety                                                                                                                    |
| <b>Agenda Category</b>      | Presentation                                                                                                                     |
| <b>Title</b>                | Public Safety Board Donation and Presentation                                                                                    |
| <b>Staff Recommendation</b> | Accept and approve the donation in the amount of \$15,000.00 for fitness equipment and K9 equipment in the amount of \$1,405.56. |
| <b>Budget Implication</b>   | N/A                                                                                                                              |
| <b>Attachments</b>          | None                                                                                                                             |



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

**FROM:** Pete Koerner

**DATE:** September 6, 2023

**RE:** Public Safety Board Donation and Presentation

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## **Discussion**

The mission of the Cottage Grove Public Safety Board is to promote the partnership between the Cottage Grove Public Safety Department and citizens in support of a safe community, provide financial support for equipment, training, and programs to enhance safety, and provide crime prevention and safety information to the citizens. The Public Safety Board continues to be a significant donor to the K9 program and supports wellness for members of Public Safety.

Fire Chief Redenius and Community Engagement Officer Dan Schoen (liaisons to the Public Safety Board) met with the Public Safety Board at their August 14 meeting and requested donations for the fitness room at the Central Fire Station and K9 equipment.

The Public Safety Board authorized a donation in the amount of \$15,000.00 to purchase fitness equipment for the fitness room at the Central Fire Station. The current equipment was donated from an exercise business and is at the end of its life expectancy.

The Public Safety Board authorized the purchase of equipment for the K9's in the amount of \$1,405.56. The Public Safety Board is donating a Chameleon E Collar and transmitter (value \$1,200.00) and two TacMed K9 handler trauma kits (Value \$205.56).

The Public Safety Board will provide a brief overview of their mission and present a check and K9 equipment to the Council.

## **Recommendation**

Accept and approve the donation in the amount of \$15,000.00 for fitness equipment and K9 equipment in the amount of \$1,405.56.

## **Attachments**

None





# City Council Action Request

## 7.A.

**Meeting Date** 9/6/2023

**Department** Administration

**Agenda Category** Action Item

**Title** Special Meeting Minutes - July 26, 2023

**Staff Recommendation** Approve the July 26, 2023, Special Meeting Minutes.

**Budget Implication**

|                    |                                           |
|--------------------|-------------------------------------------|
| <b>Attachments</b> | 1. 7-26-2023 City Council Special Meeting |
|--------------------|-------------------------------------------|

## MINUTES

### COTTAGE GROVE CITY COUNCIL

COUNCIL CHAMBERS  
12800 RAVINE PARKWAY SOUTH

July 26, 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. Adult Use Cannabis

*Staff Recommendation: Discuss the possible adoption of an Interim Ordinance prohibiting the establishment of new uses related to cannabis businesses and an ordinance prohibiting cannabis use within public property and public places.*

Mayor Bailey stated City Attorney Kori Land will speak on this topic.

Attorney Land stated she will be asking two questions at the end of her presentation that she wants the Council to address: 1) Should we adopt a moratorium on adult use of cannabis that was just passed in the latest legislative session; 2) Do we want to define and prohibit the use in public spaces.

She stated a year ago, the 2022 legislature surprised us with what we called the CBD version of cannabis; it was a hemp-derived product and was found in Minnesota State Statute 151.72, which allowed THC in products, 5 mg. per serving or 50 mg. per package. There were a number of other rules but the main thing is it was considered the low dose, it was marijuana like, if you will.

Now, with today's legislation, she thinks they've relabeled it low potency cannabis; they didn't say that in the legislation, but we believe that to be true because 151.72 goes away on March 1, 2025. So, that means that all of those CBD uses no longer will be called CBD uses; they have to be called something else. She believes they meant to

incorporate 151.72 type uses in the new legislation and relabeled it low potency. So, we're still talking about intoxicating CBD, it's just a lower version of it. As you know, if you have enough of the lower version, you're still going to be intoxicated, but that's beside the point.

As a result of the 2022 legislation, we adopted our ordinance regulations solely around those definitions of the low-dose CBD. Again, any hemp-derived product that has a trace of THC in it is what's defined in our ordinance; it can be sold, and we have a restriction that it cannot be sold at off sales, so not at liquor stores, and not at on sales, so no restaurants with on sale licenses can sell these low-dose THC products. We also have a provision in there that it can't be sold by transient merchants, or peddlers. That means that nobody can sell it at Special Events in town because those are vendors; transient merchants do not have a storefront. We also restricted the sale to certain Zoning Districts, the B3, PB, and MU. Around the Target area is where the only shop that's applied for a license is located; that is the only store in town that should be selling CBD-related cannabis.

It is very important in this world of chaos to understand that nobody else in town should be selling cannabis products, only that one licensed business. She knows that's not true; she knows there are businesses that are selling it because the legislature put all of these crazy rules in place and said it's effective immediately. So, nobody knew what they could or could not sell, but the only thing that can legally be sold right now is the low-potency cannabis; according to our rules, it can only be sold in certain Zoning Districts, and everybody has to have a license. Regardless of all the stuff the legislature just did, our rules still apply. But because there's so much confusion and chaos, we have not enforced it against anyone; we just tell them to stop selling it. She knows there's at least one liquor store in town that's selling it. We have not gone and confiscated all of it, seized it, and taken it off their shelves. We told them we're looking at the issue. She also didn't want to do that, not knowing where the Council wants to go with this, because this is a policy-related decision, and it's within your jurisdiction to decide if you want to change your mind. We currently don't allow them at liquor stores; we currently don't allow them at places that have on-sale liquor licenses. You can change your mind, but because we have that on the books, we can enforce it; we're choosing not to, we're just notifying, telling them Council is looking at it, but under our ordinance it's not legal.

The legislature created a whole official licensing process for all of the adult use cannabis related uses. So, these are official: Recreational, only to the point of 0.3% THC. She'd previously told Council that 0.3% was this imaginary line, where somebody decided that below 0.3% was not intoxicating or was less intoxicating, and 0.3% or above is intoxicating. This is above 0.3% THC, so this is the truly intoxicating marijuana, cannabis, and they have created some very different categories; these are all the different categories of businesses that can be selling, using, making, testing, delivering all of the cannabis uses. She thinks there are 16 different licenses; there are four that we care about within our community, as there are four that we have some say over the retail portion, interface with the public: 1) Retail uses, which are the low potency (the one that currently exists, we can still regulate that); 2) A retailer of the above 0.3% THC; 3) A medical business, a seed-to-sale business. For example, Leafline Labs, as they're

growing/manufacturing it, and we previously restricted them to not be able to sell it; if they could, that would be a seed-to-sale; 4) A microbusiness is the smaller version, a mezzobusiness is the larger version; there are also square-footage requirements and definitions associated with those. There are four retail types of uses that we can regulate because we have zoning authority over those retail uses. We can also zone the other uses: we'll allow manufacturing here, we'll allow growing here. So, there are other zoning restrictions that we can put, but we only get to register and sort of monitor the retail space.

What the legislature also said was they have to create an Office of Cannabis Management to license these businesses. They will not have anything in place until at least January 1, 2025; that's why she says nobody is authorized to sell adult use cannabis today because that Office of Cannabis Management isn't yet in place, it doesn't exist yet. They're creating it and they will, but they won't be ready to issue any licenses until 2025. So, nobody is authorized to sell adult use cannabis today.

Statute 151.72 exists, and that is what's enforceable, uses of low potency edibles. When the Office of Cannabis Management becomes effective, and when it is actually operating and issuing licenses, that's when we have to have our correct zoning things in place to regulate them appropriately, we can license and we can register. We can't have any licensing kind of restrictions, but we can have time, place, and other regulations in our zoning ordinance. By then, we need to be up to speed on what Council wants to do with all of the cannabis uses. These are all the different kinds of cannabis businesses, and she thinks there are two others, as they don't have low-potency licensing, because right now they're just calling it registrations; so, she doesn't know if low potency is going to make the list later, but they're not considered a cannabis business, but will still be required to get a license in 2025.

This is why there's chaos because some of the legislation says it is effective upon enactment; for example, off-sale edible cannabinoids are allowed at liquor stores now, except our ordinance doesn't allow it. So, we can be more restrictive than State law. State law says there is this gray area about whether or not it's considered an edible product, and we're poking our finger in the eye of AGE (Alcohol and Gambling Enforcement), who said it cannot be sold at liquor stores. The legislation says yes, it can, but our ordinance says it can't. So, it's not to say we're preempting that; we are being more restrictive. Again, we're not going to go after anybody that is selling it because it's confusing and because she doesn't know the Council's intentions.

As of August 1, next Tuesday, adult use of cannabis is allowed, but that's the use, not the sale. So, if you catch somebody using it, can you ask them where they got it because it's illegal to sell it; it's not illegal to buy it, it's illegal to sell it. Maybe they got it out of state, maybe they got it at some perfectly legitimate online place where they could do that. But nobody in the State of Minnesota can be selling adult use cannabis. A lot of this Statute said it's effective upon enactment, but nobody can sell until January 1, 2025, at the earliest, whenever the Office of Cannabis Management can issue those licenses; then, the 151.72 uses go away, and now is absorbed into the new legislation. So, until the Office of Cannabis Management is issuing licenses for all uses, nobody can sell it.

What a moratorium would do is put the pause button on it because everybody is confused about what can and can't be done. So, all a moratorium does is take what we have today, which is the one use; anybody else could apply for the same license if they want to sell it, we would allow that. But we're not going to allow anybody to expand the existing use, and we're certainly not going to allow anybody else to get any kind of a license because it's not legal to sell. So, a moratorium just keeps things in check right now until Council decides what you want to do with more potency and what you want to do with the rest of the adult uses; where you want to put them, what kind of time, place, and manner of regulations you want to put over all of them.

She stated that's the crux of the moratorium information. At the end, she'll ask Council what they want to do about that, but she strongly recommends, most cities are doing it, putting a moratorium in place until either we adopt regulations or until January 1, 2025, whichever comes first. The law allows us to put that moratorium in place until January 1, 2025; we will have something in place much sooner than that. We just need to tweak our ordinances. We obviously need to change the licensing once more and put those regulations in zoning, but we have to zone it in particular areas with some rules around it as to how you want to regulate it.

Public Possession: Attorney Land stated if someone is walking around with it in a packet, they can have 2 ounces of the flowers on them, they can have 8 grams of the concentrate, 800 mg. of an edible product. If you're at home, you can have 2 pounds of flowers at home or 8 plants, only of which 4 of them can be mature. So, this is what's legal to possess. If you're in your car, just think of it like the open bottle law; you can't have an open container, you can't be openly using it, you can't have open product in your car. If it's in your trunk, it's fine. Public Use: This is where the law is very, very clear. It gives three places where adult use cannabis, recreational marijuana, is allowed: 1) Your private home; 2) On private property with the permission of the owner; 3) If you have an onsite-consumption license, which nobody can get until January 1, 2025. So, it's really just the first two. Exceptions for Smoking: So, if it's smoked, then you can't be in the presence of a minor, somebody under 18, and you can't violate the Indoor Clean Air Act. So, if it is a place that is open to the public, you can't smoke inside, just like now. Even with permission of the property owner, it is not allowed.

The issue with there only being three places where use is allowed is that there's no penalty in the law. So, you can point all you want to all the people walking around outside who are either using or smoking or doing whatever with recreational marijuana, but all you can do is wag your finger at them and tell them to knock it off because there is no penalty in the law, that was intentional. We know that's intentional because the legislature also said if cities want to do some enforcement, you can have a petty misdemeanor if you use it in a public place. That's why cities are adopting the no use in public places ordinances that you see right now. The key to get your head around is what is a public place. Keep in mind Rule #1: It is not allowed outside right now; the problem is there's no penalty for it. So, if you want to enforce it in public places, you have to put an ordinance in place that says it's prohibited in public places, you have to define what public places means, and then it's a petty misdemeanor.

Council Member Olsen stated several years ago, the Parks Department came before Council with a proposal to prohibit smoking in the parks. At that time, the City Council



chose to allow smoking in the parks to continue. Now, what's going through his mind is we could look at this from a public health perspective, and we could tie it into smoking, vaping, etc. sort of under one umbrella; he asked if he was off base there.

Attorney Land replied no, not at all. If you look at most smoking policies or resolutions or ordinances on the books today, they refer specifically to tobacco; so, you certainly could broaden that and say no smoking or vaping, period, of any substance.

Council Member Olsen stated previously, there was this sense of people should be free to do what they want to do, but he thinks we've opened up a whole new avenue of conversation with adult use cannabis. To him, it feels like if we are going to consider limiting or prohibiting that in public spaces, we may want to consider all of it under a public health umbrella. He thought that would be reasonable, but he wanted to make sure that we could potentially tie those things together without having to pass a whole variety of different legislative ordinances. Attorney Land stated she thought it would be very easy to draft it that way.

Council Member Olsen asked her if other communities in which she worked had that sort of ordinance on their books. Attorney Land stated most of them have specific tobacco free ordinances, so they will have to address that and decide if they want to change that or just have a separate ordinance for each.

Council Member Khambata asked if it was possible to take our existing ordinance, as it relates to THC edibles and just expand it to include the recreational use marijuana in terms of zoning and restrictions on how and where it can be sold.

Attorney Land replied yes and no; the way we did our licensing is we put all of our regulations inside that type of Code. So, we don't put it in our Zoning Code table as a prohibited use without any regulation; so, we have to move them. It's fairly easy if you decide to go with the same regulations from licensing, as long as there's time, place, and manner. We'll have to kind of parcel through them and make sure that we are being very specific and intentional about that, and then just move them into the Zoning instead of in Licensing.

Attorney Land stated the question is how to define public places, as that's the terminology the Statute uses. You can prohibit it in public places. So, we can define it as broadly or as narrowly as you want to. What she has most often seen is public places is kind of a two-part analysis; it's places generally accessible by the public, so that means commercial space. So, a restaurant, an office building that's open to the public, those are generally accessible by members of the public. The second part is public property, as in City property. That includes your streets, your parks, your rights-of-way, your trails, your sidewalks, those kinds of things. Again, you can be as broad or as narrow as you want to. Technically, she doesn't think the law allows it anyway, but how you define it will then depend on where you can enforce it. So, if somebody is walking somewhere else, and it's not in the definition, there's nothing you can do about that.

Council Member Khambata asked if public property or public places are easier to enforce from a public safety standpoint.

Attorney Land clarified the broader definition is public places, and then our public property is included in it. So, she's saying the property generally open and accessible to

the public includes public property; we'll go into what is the definition of public property separately. She thinks generally open and accessible to the public is one category, kind of getting into the commercial state, then it's other properties, and then there's the public property. So, that's where you define whether or not you want to allow it.

Council Member Dennis stated the right place to start with this would be to think about when you choose to partake in an activity like this, that's a choice you make, you make that choice individually. If you're in the presence of other people, you may have people there that don't want to be in the presence of that. So, he thinks that's the place where this kind of needs to start, relative to where it would be considered as a use. We've had issues in the past with people having fires in their back yards; neighbors complain about the smoke as the guy next door has asthma, so he has an issue with it. Constituents reached out and talked to him about that, but the neighbor did that while on their own property, and he gets that there's wafting of the smoke and that type of thing. But if you're on your own personal property, that's one issue to be hashed out between individuals. When you're in a place where a parent has kids that are there, or somebody who finds that smell to be offensive, you've got to understand you're playing to the least common denominator; since you're making that free will of choice, and it has a negative impact on somebody else, you're in a place where people congregate, wherever it is, you probably shouldn't be doing it. He thinks if we start from that position, and use that as a guiding principle, he thinks we can factor out where these places would be allowed; that would be the most easy and straightforward way to do it.

Mayor Bailey stated a business in town that doesn't sell it but is concerned about being near a business that does, stated as soon as they walk out the door and light it up, that smell is drifting and going into their store. He asked Attorney Land if she would consider a mall and their parking lot a public place.

Attorney Land replied yes, as it's generally open and accessible to the public.

Mayor Bailey stated that's perfect, because that covers that one person. His second question is if a homeowner lives next to somebody who is smoking marijuana in their back yard, or out on their deck, and it's drifting over and they've got their grandkids over, what options do they have.

Attorney Land replied a private home, inside or outside, the yard or curtilage, is where it can be. Yard is defined, and curtilage means your driveway, your sidewalks, places where generally the postman or delivery people can walk up to make deliveries. What the law also provides for is what's called the public nuisance remedy. So, it also can't be used in front of minors; that's an easy one to define, too. If you're in your back yard, smoking, and there's a kid in the neighboring back yard, that would not be allowed under this law, period. However, if you're the neighbor and you don't have kids, or your kids are not present, and it's still bothering you, there is a penalty for a civil injunction action. It's not often, but there is an action for it. You bring an injunction, your penalty is either your actual damages, whatever that looks like, or a \$250 civil penalty. So, yes, there's a remedy in the law for private innocents. If you're in an apartment, and you're bothered by it, you can ask the landlord to enforce this action, and then there's some kind of enforcement action for you, as the tenant, under landlord-tenant law.

Director Koerner stated he was glad she brought that up, because that's our biggest concern right now is apartments, and that's what we're already hearing.

Attorney Land stated it's found on Page 146 of the 320-page Bill.

Mayor Bailey asked if we adopt something like this in a couple weeks, if that would make it a petty misdemeanor.

Attorney Land stated if somebody were to violate in a public place, and we define public place to include public property and public places, then we could give them a petty misdemeanor citation. She thinks the fine is still only \$200, maximum; she asked Director Koerner if that was correct, and he replied it's \$300 now.

Mayor Bailey confirmed we have the option to do an absolute moratorium right now, even though no one can actually open a shop; we could do one action of a moratorium until the ordinance has been built or January 1, 2025, whichever comes first. He stated that's kind of what we initially did with the CBD.

Council Member Olsen asked what benefit is there to a moratorium if the law already stipulates that they can't sell.

Attorney Land replied it's because nobody understands it; nobody understands that they can't sell it right now. She's had numerous email inquiries from random retailers or usually it's the manufacturer who's making all these products. And there's also nobody to regulate it; we don't know what's in those products. That's why she wants to stop the madness and say we're just going to call it, that there's a moratorium, so nobody gets to do anything more than what they're doing today. We will issue new licenses under our ordinance, but it's very restrictive with those Zoning Districts, following our rules, until we adopt something different. She doesn't think anybody is going to apply because of this sort of newness, it's just a gray area right now. If they did, we would just follow our path; nobody gets to do anything else, nobody gets to do anything more. Those existing CBD retailers can't import products from some other place and try to sell it within their store. They shouldn't, but we don't know what they could really be selling because there's nobody checking it. And that's what we found out about last year's law, there's nobody doing inspections.

Council Member Olsen stated if we do a moratorium, and there's still nobody checking, he doesn't understand the benefit.

Attorney Land stated it sends a message to the public that it's not allowed here, you can't do anything here in the City of Cottage Grove. It's more just to send a message to the public that we're not accepting any applications, nobody gets to do anything else with adult use marijuana; we're just calling a timeout until we adopt something.

Mayor Bailey stated and that's specific to the sale. Attorney Land replied that's specific to any of the uses because we have other uses in our ordinance, too, and now they've created all these different names for them.

Mayor Bailey stated if somebody said they wanted to grow their own in their back yard, they could still do that if we put a moratorium. Because we're just putting the moratorium on the sale, so that's all this is putting the moratorium on.

Attorney Land stated it can be just the sale, or it can be all the uses. Because the legislature has tried to muddy all of this and created different names for things, she

thinks it would be easier just to adopt a moratorium on all cannabis uses, on all of it, other than what's existing under our current ordinance, which is the under 0.3% THC.

Council Member Olsen stated so, if he's hearing her correctly, she's asking us to put a moratorium on the uses, the things that essentially take effect on August 1.

Attorney Land replied no, that's a separate ordinance. So, possession and use is a different ordinance than the business aspect. She's asking Council to put a moratorium on the business aspects, not the use.

Council Member Olsen stated so, she's asking for a moratorium on the business side of things, which has two elements: Business side is that people can sell it, but they can't until January 1, 2025 anyway. The second is the use.

Attorney Land stated use has nothing to do with the moratorium; the use is a different ordinance, it just says whether or not you want to.

Council Member Olsen stated so all she's suggesting is a moratorium on something that already exists, which is they can't sell it until 2025.

Attorney Land replied they can't sell it, they can't make it, they can't grow it, but nobody understands that. So, that's why the League even recommends everybody adopt a moratorium because it is so chaotic in this world right now.

Council Member Thiede stated he thinks it's probably better at this point to be more restrictive than not. Because we can always kind of loosen things up much more than we can tighten them.

Council Member Olsen stated but it's not more restrictive, it's the same thing, it's what exists now, it's just a public information campaign.

Attorney Land stated it's memorializing.

Mayor Bailey stated it's basically so if somebody says I'm going to do it, or somebody calls in and says XYZ Company is doing it, we can send our people out and say there's a moratorium, you can't do this in Cottage Grove. That's aside from the fact that the State doesn't allow you to do it.

Council Member Khambata stated he's really distressed because it appears to him that the State just inadvertently created a huge black market for this for the next 18 months. If he was an elected official at the State level, he would've started the licensing process now, and made it legal to own and sell in two months. It seems like they did this backwards.

Council Member Olsen stated they don't even have a regulatory body put together yet.

Council Member Khambata stated that's his point; how do you enforce something for which the organization that's responsible for enforcement does not yet even exist.

Council Member Olsen stated they realize the cities do that, that's how they do that.

Council Member Khambata stated the State dumped it on the cities, too. His foresight is absent a moratorium, or a clear distinction that no further development of this type of business is allowed, after talking to people who operate a dispensary in Colorado, what we're going to see is to be a legal distributor for retail outlets, they'll have to grow this stuff six months to a year before it's ready for sale if they want to set up an operation. So, what's going to happen is absent any sort of guidance from the

City, we're going to get businesses posturing to be the wholesale provider for these retail outlets when it becomes available for them to sell. And by that point, we will have brick and mortar establishments already here for various uses, testing, manufacturing, or creating whatever additional ancillary products. They're going to get grandfathered in to whatever we ultimately legislate later on, absent some clear direction now to say hey, don't invest, don't do anything, because there's no direction on this, you're not allowed to do this. Once we have an ordinance, then you can direct where you're going to invest your dollars. Otherwise, you're going to be really upset, like a specific tobacco shop owner in Cottage Grove might be with the edibles ordinance.

Council Member Olsen stated all of what Council Member Khambata said is 100% spot on, but he thinks there already is legislation in place that prohibits businesses from growing recreational plants.

Council Member Khambata stated that people are going to sign leases on 30,000 square-foot facilities with the expectation that on January 1, 2025, they're going to be able to put plants in them, unless we tell them they can't. Somewhere in the state, somebody's going to do that, because that's how they're going to create their production.

Mayor Bailey stated he doesn't know that we need to get into that level of detail, other than he would say we have our own business in our Business Park that's tripling in size because they saw that this was coming.

Council Member Khambata stated exactly, they're doing what everyone else is going to try to do.

Mayor Bailey gave his take on it: He thinks it makes sense for the time being, just from a clarity standpoint, to put the moratorium in place. Let Attorney Land and our staff talk with the League of Minnesota Cities, and he's sure we're going to hear that from Metro Cities also.

Council Member Olsen stated he already read the guidance from the League, too. If we're talking about a moratorium on something that they're actually is a moratorium on because it's not allowed by law, then it's clearly just a public relations move. So, it's going to need to be written very clearly, it's going to need to be communicated in a number of different ways so that all the right people will know. The people who want to disobey the law are going to disobey the law anyway; they're just going to do it, will say they never saw it, never heard it, and didn't know about it. If we're just doing this as a way to send a message, then sending the message has to be the purpose, and we have to be very diligent about how we do that.

Mayor Bailey stated he concurred with that. He thinks that takes care of the one piece. The other piece is because as of August 1, anybody can use their own recreational marijuana, and without an ordinance in place, they can walk anywhere.

Attorney Land stated technically, they can't, and again, we can't penalize them.

Mayor Bailey stated he would prefer to see the ordinance in place where it talks about public places, can't smoke in our parks, on our trails, on our streets, or in the right-of-ways.

Attorney Land stated so, any City-owned property, any rights-of-way, so trails and sidewalks, and any places generally accessible to the public; for example, the malls or parking lots.

Council Member Olsen asked if Mayor Bailey was in favor of just doing it all, like smoking, vaping, adult use, under one umbrella.

Mayor Bailey replied he doesn't know that he is; he asked our Parks staff if right now we had any parks where we don't allow smoking.

Director Dockter replied no.

Mayor Bailey stated so, everybody can smoke at any park or on any trail. Personally speaking, if somebody wants to walk down the street and have a cigarette, he doesn't really care. However, he would not necessarily want them to do that at a park because if they're sitting in the stands, next to the kids, or they're over by the park or even at the Splash Pad; so, if we don't have that in place, he would like to see how you would incorporate that from a smoking standpoint.

Council Member Thiede stated it should be just like we don't allow alcohol in the parks, as that's intoxicating; Director Dockter stated but we do, at all of them.

Attorney Land stated well, maybe we should keep the tobacco smoking products out of this discussion.

Mayor Bailey stated if we're going to go back and do this, if we're looking at this from a clarity standpoint, if we say you can walk into a park or walk on a trail and you can smoke and vape, but you can't walk in a park and a trail and smoke marijuana, to him, that's weird.

Council Member Olsen stated he thinks we have to cover all of them, because again, if people want to violate the law, they'll find a way. It's very common for people to hide their marijuana in a cigar to get around.

Attorney Land stated it's mostly just to get the message out to the general public, you can't smoke marijuana in public. And that's going to get to most of the people.

Mayor Bailey stated if she wanted to start with this, but he asked the Council to consider how they want to handle the parks under the circumstances. Again, he can see somebody who wants to smoke pot, they're going to be told no or get a petty misdemeanor, but they're going to say I can walk in the same park or down a trail and I can smoke a cigarette or vape. To him, he doesn't know that that's different.

Attorney Land stated from a general public standpoint, people would disagree. It's completely different, it's a new use. Tobacco has been around for 100 years.

Council Member Olsen stated but it's also a public health related conversation, and Attorney Land agreed. He stated that's why we have the Indoor Clean Air Act. So, if we were to approach this from that point of view, we're incorporating an ordinance as a result of a public health initiative; we could incorporate vaping, tobacco, and marijuana, and then we're covered. And it doesn't look like we're singling out one vs. the other, it's a public health related issue. That's one way to look at it.

Council Member Khambata asked Director Koerner if he had any insight, if he'd talked to other chiefs who'd dealt with a rollout like this; what does enforcement of a new use look like in terms of actual resources.

Director Koerner replied speaking with our Chiefs Association, obviously they've had a lot of conversations with those involved in rollouts in Colorado, and it was disastrous. When they heard all this, it's very misunderstood; immediately, there are groups that are for smoking marijuana, say it's their right, and they can go smoke in the park. So, it's the same when we went to the open carry laws; we had people walking around the Splash Pad with their handguns, just because they could. They're challenging us, some have already, and he can see this being a huge issue at the parks, with people saying they're allowed to now. That's his biggest fear, but he thinks the other states had better rollout plans than us; as Attorney Land and Council Member Olsen said, there's no regulatory board yet. Our chiefs are asking questions, like who's going to regulate this, are you going to make us do compliance checks now, etc. None of those questions have been answered. The public space areas are where he thinks we're going to get the most complaints, and he knows it's going to pick up in the apartments. We're already having complaints about rec fires. People have already called about other people; we go to tell them they can't do it, and they're like, oh, it's going to be legal in a week.

Council Member Khambata stated he thinks of apartments and confined spaces, from a law enforcement standpoint, he thinks anytime you move people closer together, you're more likely to have adverse interactions anyway; he thinks this is going to be a huge factor in that, in exacerbating what's already maybe difficult interactions between close neighbors.

Director Koerner stated the marijuana smoke seems to be much more offensive to people; Mayor Bailey and Council Member Khambata agreed.

Council Member Khambata stated he knows with his background, enforcing nonsmoking laws is already almost impossible in apartments. Identifying which apartment the smoke smell is coming from is difficult; depending on how well built they are, that smell will travel. He just perceives a lot of problems being dropped in our lap with this. He likes the idea of a moratorium, at least until we can let the League of Minnesota Cities or maybe some other cities try some things, see how well they work, and then kind of shape our ordinance around Best Practices. He thinks on the public spaces, ultimately people are going to see it as anything else, having a beer or smoking a cigarette; so, he thinks the marijuana regulation needs to mimic what's already socially acceptable with those other things. That's what a police officer can say in the park is well, you couldn't have a beer here, watching your kids play ball, so, why do you think you can smoke. As long as they're parallel, he thinks it's going to be hard for people to argue with it.

Council Member Thiede stated ultimately, it's intoxicating secondhand smoke.

Council Member Khambata stated yes, if it's a health risk or it's intoxicating, it should be treated like the other unhealthy intoxicating things that we already regulate.

Attorney Land stated but we don't regulate those in the parks, that's the problem.

Council Member Khambata stated he supposed they'd have to get to a certain degree where we would remove somebody from a park if they were drunk and being disorderly. Director Koerner stated yes, it's public intoxication.

Council Member Thiede stated that's why he would agree with being a little more restrictive to start with.

Attorney Land stated but she doesn't know if we can; there's no ability to enforce, there's no punishment. If somebody is using adult use marijuana in a park, and we don't have any regulations prohibiting it, even though it's not allowed under the law, all we can do is ask them to stop.

Mayor Bailey stated but this would give us the penalty. Council Member Thiede stated so this would take care of that. Attorney Land stated adopting something like this would at least give us the enforcement tool. Otherwise, it's a completely empty law.

Council Member Thiede stated he'd be for that. Council Member Khambata asked if the fine would be a maximum of \$200; Director Koerner replied it's \$300. Attorney Land stated but at least it's a punishment; at least it is an offense. Without it, it's just a please. Council Member Khambata stated he agrees.

Council Member Dennis stated law enforcement doesn't want this, there are too many things that are unknown. With public intoxication, there are processes where people can be checked.

Director Koerner stated it's much easier with alcohol.

Council Member Dennis agreed, stated there is no accountability, you can't do anything with THC other than to know that it's in the blood, and there's no way to know right now what that level is or how recently they had it.

Director Koerner stated it's different with driving with impairment; we can prove impairment if they're not coordinated, etc.

Council Member Dennis stated yes, they'll have slowed reaction times, we know that. He looks at this, and what do you do when you have somebody who says well, I'm going to do this. Let's say the smell is offensive to somebody else; we've all heard the term contact high, if you're in close proximity. If you go to certain concerts, you'll know what he's talking about. How do you rectify this? How is it that he can be in a public space and choose to do something that's offensive to you; how do we do that? This whole thing is ill conceived, like Council Member Khambata said. With the legislature, he's delved into issues related to liquor laws, testified twice in front of the House Congress Committee, and the people sitting there in St. Paul don't have a clue. This is a rush to judgment on an issue where they threw something out there for people; bread and circuses is his opinion on what he thinks this whole thing is. We don't know what the cause and effect is going to be, we don't know what the consequences are going to be. It's an unfunded mandate, and cities are going to have to pick up the pricing to take care of all this stuff. He told Director Koerner he didn't remember the exact terminology, so asked Director Koerner to please give us a definition of a petty misdemeanor.

Director Koerner stated it has up to a \$300 fine, with no jail time.

Council Member Dennis stated and it's something that would be considered a violation of law, but it's not statutory. Attorney Law stated it is statutory, but it's not a crime. Council Member Dennis stated it's not a crime, so.

Director Koerner stated so, we don't physically go and handcuff them.

Council Member Dennis stated he meant the practicality of prosecuting attorneys who want to take on these cases.



Attorney Land stated a petty misdemeanor is just a payable offense; so, most people don't challenge it, they're not going to go to court and challenge it.

Council Member Dennis stated we've had the discussion over the years that it costs us \$7 to chase after every dollar we get back; so, the thing is it's not practical, it's not.

Attorney Land stated from what she's hearing, she's trying to count where we are with this.

Council Member Dennis stated well, this whole thing, just put a moratorium on it.

Attorney Land stated but she can't put a moratorium on the use; she can't do the use. She can put it on the business licenses and the businesses.

Council Member Dennis stated that's a whole other issue, as she said there's a business right now that's selling the product, and the AGE Division, that's our Minnesota version of the ATF; there's an enforcement link. And the stuff at the legislature, especially when we're waiting for time to map it out, they don't have answers yet. If the AGED is called in, they're going to enforce what's on the books. And he can tell you since he owns a business in that category, we're restricted by selling certain things that can only go into a beverage; there's a booklet that's posted, put out by the State of Minnesota that identifies he thinks 14 separate categories and things that can actually legally be sold inside of a liquor store, that's a fact.

Attorney Land stated and they added to it under this legislation. Council Member Dennis stated right, but has it been mapped out, is there a new book? Nobody's come to drop off one.

Attorney Land stated there's no new book, but it's in this 320-page document.

Council Member Dennis stated sure, but the whole thing is a mess. With public places, it can't be in an area; if she doesn't like it and I'm doing it, and it's offensive, then you know what? I'm making a free will choice to do that, no one forced me to do it, it's offending this person, so, I should not be doing it.

Attorney Land stated she's counting Council Member Khambata is in the yes category, as a public use; Council Member Dennis is a yes. Mayor Bailey says he'd rather not.

Mayor Bailey stated yes. Attorney Land asked if he's a yes; Mayor Bailey asked a yes of what, public places? Attorney Land replied yes, for this. Mayor Bailey stated he's in favor of the public places, public property, and he's in favor of the moratorium.

Attorney Land stated okay, he's in favor.

Mayor Bailey stated he'll have a separate comment when we get through this about what he'd like to see regarding the parks; he has an idea.

Council Member Thiede stated he's in favor of both.

Attorney Land stated Council Member Olsen would like to see more; if we're going to do marijuana, we should also do smoking and vaping.

Council Member Olsen stated yes, he sees it as a public health conversation; he also thinks if we're going to communicate it to the public, a public health conversation is more palatable than looking like we're just segmenting one portion of the public.

Frankly, a lot of people out there use.

Attorney Land stated to clarify, we're just talking smoking and vaping, we're not talking about if someone has a handful of gummies, we're not going to close the marijuana store.

Council Member Olsen stated he would advocate for smoking, vaping, and tobacco, any tobacco or cannabis. If you're looking at it from the perspective of is it offensive to people, he'll introduce her to his son. If anybody's smoking, he wants to walk right up to them and let them know that that's not okay.

Council Member Dennis confirmed with Council Member Olsen so, it's also things that are aerosolized or particulate smoke in the air is what he's talking about.

Director Koerner stated when you start talking about public places, if you do the smoke everything, he's just thinking with the definition; at golf courses, it's very common for golfers to be out there with a cigar, cigarettes, and he's no dummy, he smells marijuana on the golf course. When we start talking about clearing out parks, he just wants to make sure we consider that, too.

Attorney Land stated that's kind of a side conversation; she's hearing four for sure for at least cannabis, prohibiting that, and one advocate for all tobacco and cannabis.

Council Member Olsen stated regarding the moratorium idea, again he sees it as purely a public relations move; he doesn't know if it's necessary or not. If it's something that we think we need to do to help gain the attention of the public with respect to what's going to happen from a sales perspective, so be it. The law doesn't allow them to sell anything other than the gummies right now until 2025, either way. If people don't know that, then he guesses the State hasn't done a good enough job of communicating that. So, you're asking us, as a City, if we should be communicating that.

Attorney Land stated part of the reason for the moratorium, he's right, it's a public relations campaign; part of it is that the State doesn't have the ability to enforce even that because all it says is if anybody violates any of these things, and you find them selling, report it to the Department of Health. They're just going to put it in a column and say, oh, yeah, somebody was selling it; they'll put it on a spreadsheet. But they don't have the ability to do anything either. So, at least our moratorium will give us an enforcement tool; because we can use a criminal citation, you're violating our ordinance. We can do something with this.

Council Member Khambata asked with a criminal citation, in practice, are petty misdemeanor citations complaint driven. So, somebody gets warned not to do it, and then they do it, then they'll get the ticket.

Director Koerner stated if you're talking about smoking in the park, that would be more complaint driven. Our officers are not going to be driving through parks to do random checks.

Council Member Khambata stated it's the same thing as drinking in public, or smoking a cigar on a golf course probably isn't a problem, unless you're blowing it in somebody's face. So, there's a larger issue; like, if you're not bothering anyone, then there's nothing to report, generally speaking.

Mayor Bailey stated that's where he gets concerned. We all have employees and we don't allow them to smoke in the stores, but they'll go stand out in front of the store or behind the store. If we say, you can't smoke or vape in a public place, then that's a whole other can of worms that he doesn't want to get into. That's why he has a concern about making it all tobacco products, marijuana, and vaping products because that

would also include all of our restaurants who have patios where people are able to step outside and have a cigarette or something; they will have a challenge.

Council Member Olsen asked if a restaurant is a public space.

Attorney Land replied yes, it's open and accessible to the public. The only places it would not be would be a private club; sometimes a smoking lounge, where you have to be a member only, they don't have to comply with the Clean Indoor Air Act because they're private, they're not open and accessible to the public. If somehow the smart people who love this cannabis stuff can figure out a way to have a private club and get an on-sale, on-site consumption license from the State, it's possible they could do it in kind of a commercial setting.

Council Member Olsen stated so the point of prohibiting cannabis use in public spaces is because it smells bad; Attorney Land stated she thought generally the public would say it's offensive.

Council Member Olsen stated but wouldn't the public also say smoking is offensive. I know plenty of people who don't like it; personally speaking, as a parent, he never wanted his kids to be around smoking or vaping, so he thinks they're the same, but he doesn't know, it's personal preference maybe.

Mayor Bailey stated that is part of it, but some of it is precedence that's been handed down for many, many years; now, this is a whole new process here with cannabis.

Council Member Thiede asked if we needed to vote tonight; Attorney Land replied no, she feels she has enough direction to prepare the moratorium and the public prohibition at public places. This will not come before you until the second meeting in August because we have to hold a public hearing on the moratorium. Under this new legislation, they said if you're going to adopt a moratorium, you have to hold a public hearing.

Council Member Olsen asked what is the date of that meeting; Administrator Levitt replied it's August 16.

Council Member Khambata asked about the penalty aspects of the petty misdemeanor. To Council Member Dennis' point, as somebody who wants to be fiscally responsible, he doesn't think it's a practical expense of \$7 to chase \$1. Are there alternative forms of restitution for petty misdemeanors or do you just pay your penalty; what happens if you don't pay your penalty. Can they do five hours of community service, or what alternatives are there that might be more available than to collect a fine; if they're not going to pay it, at what point are we going to stop chasing after it.

Attorney Land replied we don't chase it, as petty misdemeanors are not monitored by the City Attorney or the prosecuting attorney. They solely are the responsibility of the courts. So, if somebody doesn't pay it, there are other mechanisms they have to do revenue recapture. They can also suspend their driver's license for failure to pay fines. So, people in the end will end up paying it; it may take longer, but it's not going to be on the City's dime. The only dime is going to be peace officers' time to write that ticket, and then it's really out of our hands unless they challenge it and want a court trial; then it's like a two-hour minimum, as we have to pay them overtime to sit in court and testify. Director Koerner stated it's three hours now. Attorney Land stated so, we don't get much out of the ticket, but at least we don't have to really spend a lot of money.

Council Member Thiede stated at least it has some penalty. Mayor Bailey agreed, and stated because if we don't do anything, then why even have it. Council Member Khambata stated okay, that's fair.

Mayor Bailey stated maybe one thing for staff, Director Dockter, or maybe it should go to the Parks Commission, to talk about smoking and alcohol in our parks. He was surprised when he heard we can have alcohol in all of our parks; he knew that Lamar was one. Council Member Thiede stated that was specified in the ordinance that they couldn't have it at Lamar during adult softball; so, any other time, if there was not adult softball, you could drink at Lamar.

Mayor Bailey thought it might be good for the Parks Commission to take up the thought process about smoking, vaping, and allowances for, or how we would allow, alcohol in the park; maybe it's by ordinance, maybe it's by permitting for festivals or something like that, and maybe we should just leave it alone. He doesn't know.

Council Member Olsen asked what if we came forward with no smoking in the parks; he just remembers Derrick was on the Council at the time. Director Dockter stated yes, he had a big advocate group that was going around to all the cities in the State to have tobacco-free parks.

Mayor Bailey stated he'd like the Parks Commission to just take that issue, think about it, hash it out, and see if it's something that we want to do. Their recommendation can come back to the Council, and maybe we can have a workshop or something to discuss how we'd want to handle it within the parks. He thought that might help Council Member Olsen with what he's saying about just encapsulating a process within the parks.

Director Koerner stated we can look back at Public Safety, too; we do those park checks, and he can't even remember the last time there was an issue. We can check our data, but most alcohol issues are with underage kids in the parking lot at 2:00 a.m. He can pull up all the numbers for Director Dockter.

Mayor Bailey said if they deem it necessary and appropriate for this to go before the Public Services Commission, he's fine with that, too. So, if there is a park where you're picking up cigarette butts in the parks because they're all over the place, or broken beer bottles, etc., that might be something that incorporates the two groups together.

Director Dockter stated it's pretty rare we have any issues.

Mayor Bailey replied if there isn't an issue, we don't have to make it an issue. At the same time, it would be easier to say smoking and vaping, in his opinion, on one.

Attorney Land stated the last public service message is we know this becomes legal next Tuesday; so, City employees, don't be high at work. That's the rule, it's just the rule. Everybody laughed, and she thanked everybody for their time.

#### B. 2024 Budget Workshop

*Staff Recommendation: Provide staff with feedback and direction regarding the 2024 Budget.*

Ryan Burfeind, Public Works Director, stated for the last several months, the Public Works team has spent a lot of time putting this budget together for Council to consider

tonight. He'll go through our General Budget first, then will talk about Equipment Replacement before we discuss Parks.

### **Public Works Streets Division**

Includes Street Signs, Snowplowing, Stormwater, this is everything that Gary oversees.

Accomplishments: He highlighted the amount of plowing that we did this year, the third highest snowfall on record at the airport; at the Chanhassen Weather Service it was an all-time record. The airport just got a little bit more rain than snow this winter, over 100 inches there; so, it was a huge winter for us. He thinks they did a great job of dealing with the salt; we had to put down a lot because we had a lot of snow, but for having almost two winters in one, how we handled that he thought was impressive. We plowed 56 times, which is basically double a normal year. 2024 Goals: Implementing the 14th snowplow route. We're finally going to get our two new plow trucks, authorized and previously discussed in July 2021.

Mayor Bailey asked if we had the trucks now; Director Burfeind replied we have one of the chassis, the other chassis is still getting the trailer brake controller on, but the equipment is at Aspen already. We should have those all ready by snowplow time.

To make the 14th plow route, though, was just because prices went up so dramatically, we basically got two plow trucks for what we thought three would have cost; that 14th plow truck is one that we're keeping that would have been sold. So, we'll only use it for plowing, and we'll park it when we're not plowing because it's 17 years old, but that's how we're getting the 14th plow route. It was almost \$700K for two plow trucks; there are no changes, we're buying the same truck, we're not adding anything or doing anything differently. It's just a very costly price increase there. He thought Council had authorized that change last May.

Looking at our division budgets, for the items that we control, we have a general 3% increase, but we had the Internal Service Funds, maintenance, fuel, and a little bit of IT costs, but maintenance and fuel costs are up pretty significantly. So, that's the increase that's proposed for 2024 into 2025.

### **Public Works Administration**

Accomplishments: A major accomplishment, also with Director Dockter's teams, too, was doing a leadership course with Ethical Leaders in Action; they came in for all the Public Works and Parks maintenance supervisory staffs. We had two sessions, one for the leads and foremen, one for the superintendents, him, and Director Dockter. It was really good; there were four different sessions, it wasn't very extreme or intense. It was just a way to get our groups together and hash out issues we might have, issues we don't know we have, how to improve ourselves, and how to improve the whole organization. We just wrapped that up here in June. That was a great program that we put together. 2024 Goals: A new GIS-based online work order system. It's been a long time coming; there's a challenge of getting the right system, as some we looked at had great features, but we need one that would allow us to reassign work orders within the divisions. There's one we're starting to look at now that could be a good option for that; we hope to implement that in 2024.

### **Engineering**

Accomplishments: Beginning construction of the Low Zone Water Treatment Plant and the East Point Douglas and Jamaica projects; two very long time coming projects. The

Low Zone Water Treatment Plant is going to be on the Council agenda next week for the Bid Award. We just found out today that the co-trustees kind of gave the final blessing of the grant agreement, etc., so they're on board with that and the costs that we didn't see. It was updated last week that those costs came in higher than we anticipated, but we had two very close bids, really what this plant costs to build; it's the first plant of its kind to be built in the Midwest. So, that part is fully funded by the co-trustees, and they're on board with that.

Council Member Thiede asked what makes it so different or unique.

Director Burfeind replied just what we're doing. It's iron manganese removal, pressurized, which many times is gravity, and then it's the first of this size for a PFAS treatment plant. We have our smaller ones, Oakdale has a smaller one; unique to our system, we have to bring all the water back to it, and we're going to have what we call clear wells underneath it, and they have to pump back out to our system. So, it's just a lot more complicated than any one that we've built; certainly, because ours are temporary, but even the Oakdale plant and the Woodbury plant are just very different and a smaller scale. So, we kind of put all of that together into one bundle; it's just unique to our area.

Council Member Thiede asked how does that extra, beyond what we estimate, affect the award from 3M, because this is being paid for by 3M. Director Burfeind replied it is, yes, and all of it is paid for by that 3M Settlement. They had \$320M in capital funding for the entire East Metro, and then they had \$180M in contingency. So, we talked a lot about this, that their Plan was done three years ago, and those numbers are out of date. He thinks the State knew that, so, they actually earmarked more than 50% in contingency, so they saw that coming, and they're using that contingency bucket.

Council Member Thiede stated it doesn't necessarily affect future operating costs. Director Burfeind replied no.

Council Member Thiede asked if it had any affect on taxes for individuals. Director Burfeind replied no; that contingency was specifically earmarked for capital costs and the fact that a city like Woodbury might be four years out from building a plant. So, think of the cost increase in the next four years.

Council Member Khambata said he's had this thought many times, but he's not sure if he ever actually asked him; when you backflush those filters, what do you do with the PFAS chemicals after they've been removed from the water. Do we stockpile them and somebody comes and picks them up, do they get incinerated, or do we send them back to 3M and say thank you.

Director Burfeind stated that's a good question because he has to sign off on the chain of custody form, to make sure it's done properly. One of our suppliers, Evoqua, they have a licensed and permitted incineration facility out in Philadelphia that it gets sent to; and they get burned at 3000 degrees Fahrenheit, and it completely breaks down the PFAS compound down back to the carbon and hydrogen and whatever else is in it. That's all regulated and inspected and controlled through the State and the Federal government.

Council Member Khambata asked if that's also a cost that we budget for in the operating expenses. Director Burfeind replied it is an operating expense, fully paid for

by the State; so, that's not a cost that we see at this point. In the current plan, at least for the next 20 years, they anticipate that. Even after the 20 years, the State is still confident that the 3M Consent Order does apply to any well that's over the State limit; so, even after 20 years, that's been the State's direction that that will still be paid for. 2024 Goals: Finish East Point Douglas and Jamaica project. Also, continue to really aggressively go after funding for all the different larger projects in town, like 100th Street.

### **General Fund Divisions**

Engineering: Have similar increases, you can see in 2022 to 2023, that's with the fulltime City Engineer was authorized for this year, so that was the main increase for Engineering. One thing on the bottom, based on our project workload and Engineering revenues that come from those projects, from developments and public projects, projects paid for by the State, that's what we're looking at for Engineering Revenue; so, we continue to have no issue with fully funding that Engineering Division and then some. At the end of the year, that can go back through the Fund Balance Policy.

Stormwater Utility Fund: You can see revenues and expenses here, we're looking at the same 3% increases in this fund. We do have a 3% rate increase, we did a five-year Stormwater Utility Fund rate study two years ago, so, we're continuing to follow that 3% rate increase. That's really a bare minimum because a lot of that fund is labor, and we're seeing 3% increases on the union contract, so we have to keep pace with that and our equipment and expenses. In 2022, it looks like the expenses far outweigh the revenues, so we had a project in there, the Goodview Avenue Ravine Stabilization; that was actually half funded by a Watershed Grant. We also have a final closeout of the East Point Douglas and County 19 roundabout, just making the MSA Fund whole, as about \$400K of that was Stormwater Utility Expenses. So, that work was actually done a couple years earlier; so, it wasn't necessarily a true expense last year, but that's when it hit the fund. Public Works Utilities: For everything that Rick has under his envelope, we also have the Low Zone Plant here because that was a huge team effort between Engineering and Utilities. He thought it was important to really highlight that for both, as it was a huge team effort to get that done. The other one is adding temporary treatment at Wells 2 and 7; we talked about that last year, he thought about this time, probably at the CIP. That's when Council authorized us to really get going on the purchase of those tanks, ahead of time, and that's what made the difference. We were able to get those tanks delivered in May and get the plants operational in June, which was our goal and our intent, and we met that. With the drought we have again this year, we'd be in a tough spot if we did not have Wells 2 and 7 with treatment. So, that was a massive undertaking, and those are our 4th and 5th Interim Treatment Plants. Unfortunately, with the State looking to go back to almost 0; so, PFOA is one of the main things in our water, and they're looking at coming out with a new regulation this winter, which is 2 parts per trillion. Right now, it's at 27 or 35 parts per trillion limit; so, basically 0. We're going to have to go back to the well and the State, literally and figuratively, and look at more temporary treatment. Because when they go to 0, we need more treatment plants; it won't be us, it's going to be cities across, and not just cities in the East Metro, this includes those not in the Settlement area that are going to be very heavily impacted by this new regulation this winter. So, he's talked about that before, but we know that's

coming; the State says Quarter 4 of 2023, that's the most they'll give us for a date. But we're good; with the 5 temporary treatment plants, we have no issue meeting all our demands all the way through next summer again. We're just going to come up with a new game plan and likely continue to do more temporary treatments until those permanent treatment plants are built.

Administrator Levitt asked Director Burfeind to touch on the SCADA system.

Director Burfeind stated with the 2024 Goals, in the bid for the Low Zone Treatment Plant was a complete overhaul of our SCADA system. That runs our entire water system and our sewer lift stations, that's what failed in August of last year. We have 20 remote sites from wells, water towers, booster stations; there's a main computer at each one, and we use a radio communication method right now. So, we've had an aging system, and asked Rick if that was built in the 2000s; Rick replied it started in 2004 and was upgraded in 2011. Director Burfeind stated it was definitely aging infrastructure there. Rick's team has been monitoring this, and Director Burfeind received a list today from Rick's lead foreman of communication fails, and issues that we're continuing to have, that our staff has to respond to, which is fine. Now, we have a new completely separate water pressure gauge at the West Draw tower, so he doesn't want Council to think we're not prepared; we've completely buttoned up what happened last year, but we need a new SCADA system. Our estimate was about \$950K, and it came in at \$895K on that bid; so, we're strongly recommending awarding that and getting that whole new system. Cyber security is huge; in the days that we live in, water utilities are massive targets. So, the State actually has Executive Order 2022-20 for water utilities and all the work we have to do to be compliant for cyber security. We meet that today, but this is a huge step into being even several steps above that. We want to be ahead of the game when it comes to cyber security, so that's a big part of it. Our IT Department has been a big part of that effort. Next week we have the Bid Award, and you'll see we're recommending award of that; that is a City cost because that's upgrading our sites. He stated the work at the Low Zone treatment plant, that's in the actually Plan, but this Alternate was the City cost to upgrade all of our existing sites with new PLCs. We're going to go to a cellular communication; it's not standard, it's a different dedicated cellular communication method, because the radios just don't work like they used to, there's just too much interference. We need to go to that cellular method, which is kind of a new gold standard, and that's probably the most important thing we do is keeping the tap on; this is a key part of that, so.

Council Member Thiede asked how many separate locations do we have where you have those.

Director Burfeind replied we have 12 wells and 2 boosters, so, there's 22 locations; so, it's a PLC computer and communication on every single one, and that's also the master system so, it's very important. The way it works is we already have a System Integration Specialist in control; that's a new one that we've actually hired after some of the security issues we previously had. So, they're actually the ones that do the work; they're someone we've already vetted and required to do the work. So, when you see it, it's the same bill for both contractors because they're required to use the company that we vetted and approved. He asked if there were any questions on the SCADA system.



Mayor Bailey stated he said the number came in under the original estimate; he asked if they're still looking at purchasing that next year or is it part of this year.

Director Burfeind replied we would start the work this year if we award that project; we want to get that going. It's going to be a long process, so he put it as a 2024 Goal, because that's when we really want it to be wrapped up. Our goal is to award that bid next week, with the Low Zone Plant, and we'll get that moving within several weeks.

Water Utilities: We just had the sewer and water utility rate study last year, with a 3% rate increase proposed. One thing that is up there is expenses do not include depreciation of the equipment; that's kind of been a standard with these budget presentations. Brenda Malinowski, Finance Director, stated that's how we presented the budgets in the past. As you recall, when KDV comes in and does the audit, they will be showing before depreciation and after depreciation, so that's how it's budgeted.

Director Burfeind stated in here we have a service body truck for replacement in 2024, and that's in the Equipment Replacement memo; that's one of the two workhorses of Rick's crew. He has thin staff, with two service body trucks: They have the crane on it for pulling all the lift station equipment out; they have a manhole lifter on the front because we're not lifting 80-pound manhole covers off anymore, as that's not a safe way to do business in terms of back injuries. Also, with all of the equipment, that's a pickup you can get in, and you can respond to emergencies because all of the equipment is in that service body and all the toolboxes. It's a very important part of the fleet. As that's in the Equipment Replacement, we can talk more about that later.

Sewer Utility: This one has a 5% rate increases proposed, per year, in that rate study, and that's really because of the Met Council. We saw a better, lower increase in 2024, under 4%, but between 2022 and 2023, we had an over 30% increase in the Met Council fees. That fee is not a small part; if you look at the total fund expenses of \$3.5M, that fee is \$2.7M, so that fee is most of that fund. Those major rate increases for two years hit it really hard, and we didn't do 20% rate increases to make up for that; we used the fund balance to not hit the residents as hard, and we're trying to slowly make that up over time because we also need to have a decent fund balance to deal with issues and big projects in the future. Streetlight Fund: We have 8% increases proposed, again for 2024 and 2025; those are larger, but that's what we had in 2023. This is really two things: One is utility cost, a big part of that fund is paying Xcel Energy, the electric bills, and Xcel Energy rates have increased 21% in three years, so that is just a cost we bear. Obviously, any new lights are going in as LED, which is a good thing, but existing high pressure sodium lights still use more power. He'll probably talk more in the future, as the high pressure sodium equipment is getting harder and harder to get, so we have to kind of deal with the LEDs. We know that we don't have the funds for a whole set of LED conversions. Really, even though the bulbs are more efficient, they really don't have the payback like maybe other LED fixtures do. High pressure sodiums are already very efficient, they're not like a normal old incandescent bulb in the house. So, those are just things that we're dealing with, but those replacement costs are increasing, so that's playing into that 8% rate increase. Streetlights aren't something we can ignore; when a streetlight is out, the streetlight is out, and it's got to be replaced. It's not something we can just wait on for two months because we have a low fund balance. That's a visible thing in the public that just needs to be replaced, and we have over 4,000 streetlights;

so, it's a massive workload for our one person who deals with it. Traffic signals are not in these costs; when we have new traffic signals proposed, those are not in here.

Fleet and Facilities: Busy is the only word he can use; we completed over 1,200 work orders in Fleet and 480 in Building Maintenance. When he talks about Fleet maintenance costs, they are high; this year hit us really hard. Plowing is probably one of the most expensive things we do, and it's the hardest work we do on our equipment. We had two winters in one, double the snow average and with that came double the breakdowns. It's not misuse, it's not using the equipment wrong, it's just the nature of the beast. When we had that April snowstorm, that stuff was so heavy it ripped two wings off of our plows; the physical metal bar that holds it on just tore in half. The wear and tear and abuse that we get on this equipment is really the hardest thing we deal with; so, we saw that on Fleet maintenance for this year. 2024 Goals: Maybe hitting on the CIP, Adam started working on a 10-year CIP, more specific for building maintenance; we haven't had that in the past, looking at when roofs should be replaced, HVAC replacement, carpet, and some of the big-ticket items. So, we've made a good first step in that and will continue to work on that in 2024. Replacement Facilities: We've talked a lot about this fund in the past few years, just the cost and trying to make that Internal Service Fund correct; we're slowly getting there with the revenue and expenses for future years, \$3.25 is what Director Malinowski has in there for 2024 for fuel, and \$115 per hour Fleet maintenance. When compared to Carlson Auto, today it's \$140-\$165 per hour, so, we're still well below the general market rate for mechanic work.

### **Equipment Replacement**

Director Burfeind stated just looking ahead, he wanted to touch first on what was in the FMP for the requests going forward and see those years that vary year by year. One thing we really want to try to do is have consistency on that. We talked a lot about replacement cycles, and we discussed what's the best way to do things. We have 242 pieces of equipment, and he didn't think we talked about that enough. We talked about replacements, but we actually printed out the list, which is in front of you. Our rolling stock is 242 pieces of equipment, which is a lot to manage. When you think about trying to replace things, when we need to on a cycle, part of that is we don't want to come up with \$2.5M in replacement in one year. We want to try to balance that out over time.

Another thing he wanted to touch on was just the price increases; on the right, a ¾-ton pickup in 2020, a State contract, was \$31K; in 2022, it was \$48K, and that's the exact same piece of equipment. That's not without a plow or specialty equipment, that is the State contract price for a ¾-ton truck. That service body truck that we were looking at in 2020 was \$103K, in 2022, \$144K.

Council Member Thiede stated we know things got inflated in 2021; we've seen with some of the equipment that we've seen prices kind of level or stay steady a little bit more. Do you expect that? Director Burfeind replied at some point it has to, we can't have 25% per year price increases; we still are budgeting a little higher price increase for 2023, just because that's what we're seeing. We don't know what the 2023 price is going to be at on these ¾-ton trucks, but it's going to be more than \$48K; he'll touch on that a little later. Because there's a lot of equipment that Council authorized last year that we haven't bought because the contracts opened and closed, and they would give the City one pickup when we needed seven. At some point, we hope it will all level out,

but he doesn't have that answer. 2023 Equipment: Three  $\frac{3}{4}$ -ton pickups still need to be purchased, those are for Parks. The GMC contract opened, so we're hoping to get into that one this year. Typically, we try to go with Ford, to have a consistent make of equipment so it's easier to work on; but we couldn't risk getting on the Ford contract, it wasn't open yet, and we needed to get what we could get when we could. We had the two one-ton trucks that Council authorized last year, and that has not been open yet for us to actually order. As soon as that is, we will be on that. We have 800 megahertz radios for Fire and the sand trap rake for Parks. And then, not in terms of the Equipment Replacement Fund but for water, there's the two  $\frac{3}{4}$ -ton trucks that were authorized last year that we also could not get and then  $\frac{1}{2}$ -ton pickup for Stormwater.

One thing we're looking at is me and Adam just met with the State Department of Administration, their Fleet Services; they actually have a leasing program for more standard vehicles, not for specialty equipment but for cars, SUVs, and a  $\frac{3}{4}$ -ton pickup. We're actually going to look into that; we might pilot it with that  $\frac{1}{2}$ -ton pickup. Initially, the rates looked pretty good, and also all the maintenance costs are covered. So, it's a five-year lease with an option to extend it to six if you haven't hit the mileage yet; if you lose a transmission in year five, that transmission is covered. Our mechanics would still do all the work, then the State pays for it. So, it doesn't affect our workflow, we're not going to have to layoff our mechanics because we're sending everything out; our mechanics do the work, and it's fully paid for through that lease. We want to really use that if we can, it's a good option to keep newer equipment in the fleet; then because that equipment cost is paid for, you're really just paying the monthly lease, it's a known cost. There's no more fluctuation because you have random breakdowns that we weren't anticipating. We want to do that with the  $\frac{1}{2}$ -ton pickup, and he thinks if we want to do more of that in the future, we'll bring that back to the Council to really show you the numbers and if it pays itself off over time.

Council Member Thiede stated he'd be interested in actually seeing the software. Does it have a variable that allows you to record utilization, like there's 24 hours in a day, this vehicle gets used 16 of those hours, this vehicle may get used 1 or 2 hours, just so that you have different utilization. Obviously, that affects this and that's why there's something in here that was bought in 1997 and is still being used, probably because it's got a lower utilization. It would be interesting just to kind of see that. The other thing is the impact of it being down; if the probability of it going down, if the utilization is higher, obviously then that has more of an effect on actually going down. It would just be interesting to see if that's something else that you might be able to track in the maintenance software.

Director Burfeind stated with utilization, most of the vehicles are mileage based; so, we know the miles used. Some are hour based, some of the specialty ones, like a sweeper or mowers. Some are hours, but most are mileage, which is really deceiving because it's work; plowing 10 miles is not like driving 10 miles up to Woodbury. It's just 100 times the damage on a vehicle. So, that's where mileage can be very deceiving because all of our equipment, except for maybe certain administration vehicles, are working; it's a different life that they have than a normal passenger vehicle. In terms of down time, you're right; different pieces of equipment have different urgency. The vac truck, which is very old, is not in the budget for next year, it's something he'll talk about

for 2025. But when we have it, we need it; last year, we had a big backup on Hadley Avenue and ours was broken down, and Woodbury came down and kind of saved us that day through the sharing that we do of equipment. Last night, we had a very big, impactful scheduled watermain repair down on East Point Douglas and Jamaica that we had to do; it wasn't part of the project. We needed the vac truck for that, and yesterday the vac truck went down while we were doing the work. Thank goodness, Newport was available to come. So, some of that equipment that you need when you need it, you need it. And it's hard to put a price on plowing; we have 13 routes, and if he has 11 trucks running, he's pretty happy just because we're always going to break them down.

Council Member Thiede asked if they actually recorded that down time at all.

Director Burfeind stated in a specific event, we'd have to go back and look. We know how many drivers we have on, but it might be because drivers aren't available. It's something we could track.

Council Member Khambata asked what he'd do to track down time for the number of service requests; is it just like calendar days.

Gary replied he does that on his daily snow reports. This past winter, he bet there were two-or-three times where we had a truck burning. The first thing is if we're short of people, they go in the big trucks so they're not in the cul-de-sac routes. We had to use loaders in the big routes; so, the big trucks are the hardest to keep going when they're that old. So, very few times in the past three years have we had a full fleet of big trucks.

Director Burfeind stated he'd like to get to the point where we can keep an old truck that has a backup; unfortunately, both of ours right now are to keep. At some point in the future replacement, he would like to keep one of the trucks that can be physically a backup because we always have a truck down.

In terms of this, he also wanted to mention is the pickups we estimate at \$55K; all of those do require plows. From our purchasing policy now, we have to come back to Council to authorize if it comes in higher; so, once that Ford purchasing State contract opens up, we may be back before you to authorize some additional funds to buy those specific pieces of equipment. We know we need to balance that out because we have a fund balance that Director Malinowski wants us to maintain, and that's where we're hoping that maybe to lease or some other options can help balance that out. But that's likely going to be a Council item in the future, just at a regular meeting.

For equipment replacement in 2022, he ran through the equipment list first; all of this information is in Adam's memo that was provided in the packet. For Parks, we have two trailers, two mowers, and a utility vehicle with a sprayer. For Public Safety, there's two police Admin vehicles, six police squads, the Fire Tender, and the Fire radios. For Utility Funds, we have the pickup truck with the service body, mentioned earlier, and another one is our older Elgin street sweeper, which is 26 years old; we were actually able to work with the South Washington Watershed District to get a grant to pay for half of that new sweeper, just as a replacement. This is a big deal as we usually only look to have grants when we're adding a sweeper to our fleet, but we're going to make some commitments to do a little bit more sweeping at key times of the year to make sure we're keeping stuff out of the stormwater system. They're willing to pay for half of that \$306K sweeper, which would be huge for us, as then we would have two sweepers

going. You can see in the upper right where those funding sources come from for the breakdown of total Equipment Replacement cost.

For new equipment, there's only one this year; we call it a Utility Vehicle, it's our sidewalk machine. In the memo, this is more based on the level of service. We've increased our sidewalk and trail length by 50% in the past six years without really adding a route. We saw that this year, as it probably takes at least a solid 12 hours on a normal snowstorm to clean our sidewalks. Unfortunately, we're really get complaints about that; it's nothing that we're doing wrong, it's just they can only drive so fast, they have a blower on there, and they can't turn the speed up because then they're going to damage the equipment. This machine is very costly because it has to have a lot of power, and they have to fit on a five-foot-wide sidewalk; so, they're very unique. To buy a new one is over \$200K, so we're looking at a lease rate of \$40K. We're really trying to balance that out, and not hit the fund so heavy with one immediate cost of \$200K.

With just trying to garner data and statistics on what we're doing with the 242 pieces of equipment we have, which grows when we add new pieces of equipment, a question is what is the age of that stock, the average age. Adam went back and pulled those numbers: Since 2020, we've gone from just under 9.4 years of an average age to just under 10.4. So, we have increased the age of our fleet by about a year in a three-year timeframe. He doesn't know what the correct average age should be, but it is increasing. We're asking for 15 pieces of equipment to be replaced out of 242, so he thought that was a fair ask, it's important, and we feel strongly about all of the pieces that we've asked for this year.

Fleet Repairs: This is outside repairs and parts, so it's not our internal time. You can see it really jumped up in the past two years; in 2022, a lot of big snow fell, so it kind of balances out. In 2023, that's a projection for year end, that's not what we spent to date only halfway through the year, but that's the projection. So, we're seeing very high maintenance costs, and this isn't someone getting into an accident with a car; these are things that need to be repaired. He and Adam looked at the list; they're just huge ticket items, like transmissions on pieces of equipment, \$17K repairs, sweeper repairs are \$18K. He attributes a lot of that to the big winter.

Council Member Thiede asked how much of that is actually material cost vs. frequency, more pieces of equipment having to be serviced.

Director Burfeind replied for this year, to date, we were more like \$500K, and he believes this was less in parts; he thought it was about \$300K in outsourcing and \$200K in parts.

Council Member Thiede said that would be interesting because obviously what you have to pay for material costs, that's more of a market type deal. If it's actually the frequency of repair of some of that 242 pieces of equipment, that could be correlated to your graph of the age of your equipment, and whether that's increasing at the same rate and that's the cause.

Mayor Bailey stated frankly, looking at the last slide where it showed the average age of our equipment is increasing, you can obviously see the scale.

Council Member Thiede stated yes, but part of this is the current cost and part of it is materials; so, it could be that the material costs are rising really fast and it may not be

the incident number of repairs are increasing. He believes the number of repairs probably are increasing, but it would be interesting to see how that correlates.

Director Burfeind stated just based on the sheer amount of outsourcing that we've had to utilize this year and last year, there are more repairs happening because it's more than our staff has been able to handle.

Council Member Khambata asked with that outsourcing, are most of the outsourced repairs due to special pieces of equipment or special tools that we don't have, or is it our fleet mechanics just don't have the time for it. Is there an opportunity to reduce some of the potential expense for outside repairs if we were to bring on another mechanic; so, is this a staffing issue or is it just the equipment that needs to be outsourced is outsourced because it's special.

Director Burfeind replied it's all of the above. Some of it is warranty stuff, which isn't done here because that's got no cost. A lot of this special equipment, like actually working on a fire engine, not just the motor or something, that we're not doing. Certain pieces of equipment we can't work on, so, that really doesn't change. When we had to put new tires on our tractor that we do all the snow blowing with, that's not something we have the equipment to do, so that was \$9K this winter with the amount of snow blowing that we did. There is obviously the fact that if you don't have staff, you're going to have to outsource more. Right now, we don't have a place for another mechanic to actually work, but we're evaluating some low-cost options to make modifications to our wash bay where we could actually add another hoist so we could add a mechanic. That's in the CIP for 2025, to make some very low-cost modifications relative to getting an extra space for a mechanic so we could help deal with that issue. We also don't want to be putting in \$250K hoist in a very old building, so we'd want to look at what we should actually put in there for a hoist.

Director Malinowski stated as we went through the FMP this spring, Equipment Certificates were proposed to be issued for equipment for the next four years, as we were able to increase our levy for equipment. So, for 2024, we're proposing to do Equipment Certificates for about \$840K for those three pieces, and then in 2025, about \$1.8M in Equipment Certificates, to pay for that equipment.

She thought it was at the first budget meeting we had, we looked at the slide and it showed that in our Equipment Replacement Fund at the beginning of 2023 we've got about \$1.6M in cash. Director Burfeind had noted that we have some equipment that's on order, saying that we're going to purchase it at that price that we have in the budget, but we're not sure of that. At the end of 2023, we're at \$890K, and with the equipment proposed for 2024, our cash is down to \$57K. We know in 2025, we're going to have push something else or make some changes there. One of the proposals with the levy for 2024 would be to increase the levy to push it into the fund.

Mayor Bailey stated he knows staff has put many scenarios before us that we talked about over the last couple meetings; he asked if that \$350K was in this budget, and Director Malinowski stated that is not. Mayor Bailey stated that's because this is just raw numbers, as it stands, which she confirmed.

Director Malinowski stated in 2025, we're starting to show that the Debt Service payments for Equipment Certificates is \$98,474. Also, in 2025, we are starting to do the

equipment bonding for \$600K, but we are proposing that you may want to consider moving part of that levy into 2024.

Council Member Thiede asked if that would keep us under a \$100 increase per year for an average property; Director Malinowski replied it keeps us at \$110, which is what the FMP plan showed for 2024, and then it's \$100 going forward. Council Member Thiede stated he still has issues with that.

Director Burfeind stated that's all he has and asked if there were any questions.

Mayor Bailey stated he'd previously asked Director Burfeind now that we're putting in all of these new lights down around Jamaica and East Point Douglas Road, are we going to have to add some décor and the banners to that area. He doesn't know what the cost is for that.

Burfeind replied it would just be the cost of the additional banners and bracketing.

Mayor Bailey stated we have some of those items down there already, on some of the poles, but with some of the items that we have, we obviously don't have the ability to plug them in but the new poles will have the ability to plug. So, the items that light up that we currently have for the holiday décor would be able to be used down there. He doesn't know how many more we would truly need.

Burfeind replied some of our decorations are getting in pretty tough shape, but that might be another issue.

Director Burfeind stated hope for a light winter this year; Gary is predicting 38 inches total. Mayor Bailey stated he's going to hold him to that, as this is the longest it ever took him to dig out his Christmas decorations.

### **Parks and Recreation**

Director Dockter sincerely thanked Council for all of their support, commitment, and resources to Parks and Recreation. Hopefully, you're hearing and seeing all of the major things we're getting done, and how much the community members appreciate it.

**Park Maintenance: Accomplishments:** Glacial Valley Park and the building construction are moving along; the building and park should be done by early fall. We're doing a lot of habitat restoration, which he's sure you've seen, and we'll continue to do more. We're updating a lot of equipment, playgrounds, picnic shelters, and adding new parks, new facilities, and new trails and everything else all the time. Obviously, the Mississippi Dunes was a major accomplishment, and we're working to get that ready; on the Council Update there will be ten things we're trying to do to get that ready for public use. **2024 Goals:** What's not on here is the addition of a halftime employee; we currently have a halftime Ice, halftime Parks employee, and we're converting that to one fulltime Parks employee. So, we're adding half a position for Parks, which is also being supported with revenue funding from facility rental fee increases, event fee increases, and also some of the grant work that we do that we get reimbursed for through the State or through the Federal government. Obviously, we'll be guiding the Local Option Sales Tax Program, so hopefully we'll be meeting at a workshop here sometime in the fall; we'll talk about the next steps and get a strategy for that. Again, we'll continue to reinvest in the parks and build things out; obviously, there are new parks to come with the Mississippi Dunes, Still Ponds, and future development areas. A lot of that information will be discussed at the CIP Workshop on August 16.

**Fee Increases:** A lot of that is for the Parks position, but also a lot is for fleet and internal services and fuel, everything that's gone up with inflation that everyone else has talked about. Many of those things are just out of control costs; fertilizer and all those things have increased dramatically, so, we're trying to maintain what we have and keep up with our level of service.

**Recreation Programs:** Accomplishments: We're trying to increase our adult programs, we added the Wellness 50+ program, added a softball tournament out at Lamar, both in the fall and the women's tournament in the summer; so, we're trying to reach out to some of these different opportunities that maybe we haven't dabbled in before, like the snowshoe rentals. Almost all of our programs and events were very well received, as most of our programs were filled to capacity, but they don't get filled to the point where we have a long waiting list, it's usually only five or less people. So, it feels like quite a good spot in terms of capacity. We have six large community events coming up in the next few months that will take care of a lot of fall and winter opportunities for the program. One thing we're looking at getting into with the addition of Glacial Valley Park is taking over some of the pickleball responsibilities; that volunteer group is looking to get some support from us, so that will be another revenue opportunity, too, with leagues and lessons and tournaments. 2024 Goals: Add a halftime employee to help support marketing and programming efforts; we offset that with revenue in the budget. Adding programming at Glacial Valley Park, as well as rentals there when we open that facility. We're always trying to achieve 45% plus cost recovery; this year, we're at a little over 50% cost recovery in the budget we're giving to the Council.

As in the Parks, the increased costs were at about a 20% increase in 2024; part of that, too, is with Recreation Services in particular, because there is revenue associated with it, as revenues go up, credit card fees go up. The cost of services to maintain those rentals or to get supplies for programs, etc., as the revenues increase, so do the expenses. You'll see that once again the return on investment on those is supported in the budget with revenues.

Council Member Thiede stated that's one thing he didn't notice; a lot of the higher percentages were the credit card piece. Is that the actual percentage going up or just the increased amount of revenue that we're bringing in on credit cards such that it's higher.

Director Malinowski replied it is recovering what we've been paid for credit card fees in the past; we haven't necessarily been budgeting what we needed to in the credit card fee line items.

Director Dockter stated he didn't think our rate is going up, which Director Malinowski confirmed. He asked Council Member Thiede if that's what he was asking, and Council Member Thiede stated yes, that's what he was wondering.

**Ice Arena:** Director Dockter stated the Ice Arena is still doing very well.

Accomplishments: We added a Grizzly League program to supplement the loss of the large three-on-three program when a gentleman had retired from doing that. Potentially, we were going to lose a lot of south rink ice sales, but our staff, Park, Rec, and Ice Arena worked together to create our own league, which has been a great way to support the facility that way, through our own programs. We're one of the few rinks that



does a lot of our own programming. A lot of rinks just rent the ice and that's all they do. We do skating school, we do hockey camps, we do a lot of clinics, now we have a Grizzly League, so, we do a lot of stuff that other rinks aren't willing to do. So, that's one benefit of having the Recreation and Ice Arena working so closely together. We did a lot of renovations to the rink, improving the warming house, warming room, restrooms down below. Obviously, we worked in the JV locker rooms, you say that lease of the training spaces, etc. Advertising opportunities continue to grow, and Jordan's doing a great job with that. In particular, a lot of staff worked on the naming rights, which has generated an opportunity to build our CIP for the Ice Arena; some of the items you're seeing in the budget are capital outlay items that are being taken out of the CIP, specifically for the Ice Arena.

Director Dockter stated as he mentioned earlier, the current halftime position at the Ice Arena is being proposed to go to one fulltime position; that would make the Ice Arena have three fulltime positions. We've had three fulltime positions at the Ice Arena since the late 1970s, early 1980s; Jordan has gotten by over the last six, seven years without that person. We went to a halftime person to fill the gap, and he's done a good job of using itinerant staffing to do that, but we're a large facility and we need that third person to help maintain services there. Jordan is trying to improve the public skating experience, which is a great opportunity by adding party lights and more rental skates, because that's become pretty popular. That's great because you don't need to be a hockey player, figure skater, or broomball player to enjoy public skating. Anybody off the street can come and enjoy that opportunity. He's glad to see we're investing into that opportunity. Obviously, we're following the 2020 to 2025 Business Plan and trying to meet those objectives. You'll see the revenues continue to exceed expenses, so, the additional costs that you saw and Budget Additions are covered through revenues.

Director Dockter stated one thing that's worth noting is that we include Debt Service on here; we've always made an operational budget, which doesn't mean we always include Debt Service, but now we're actually starting to fully cover our Debt Service as well. Most arenas don't even cover their operational budget, and we are actually covering operational plus our Debt Service. Debt Service comes off in 2027 for the west rink, so, we're in good shape.

Mayor Bailey asked if the only other debt is the air conditioning unit/freezer equipment; Director Dockter replied yes. Mayor Bailey stated if that's it at this point, that's pretty dang good; nice job on the Ice Arena again.

Director Dockter stated one thing is we built the west rink in 2008, so, we're getting into that 15-to-20-year life expectancy on a lot of the humidifiers and other things; our theory on that is we're going to maintain it as well as we can and get as much life out of it as we can. We're not just going to replace it when it's supposed to be replaced; so, if the humidifiers broke this year, which is like a \$200K expense per, well, we've done a good job of maintaining them. So, we think we can get another five-to-eight years out of them; we'll run them until they die.

Director Docker asked if there were any questions.

Council Member Olsen stated outstanding job with the revenue generation at the Ice Arena; it's been really fun to watch as we continue to add events and activities but yet

still find a way to maintain that revenue to offset operating costs. We weren't always able to do that, so, that is really fun to see. Not only that, but also with the debt included in there, keep doing whatever you're doing. He knows advertising is a big part of that, and the arena works very hard on that, so good work. His question is really about the personnel for both Parks and for the Ice Arena. He wants to make sure he understands what Director Dockter said. You currently have a person who does halftime at the arena and halftime at Parks. So, that person you are now theoretically proposing to be fulltime in one slot or the other. If it's the arena, that will give you three fulltime people at the arena again, which he thought they had when Director Dockter worked there; Director Dockter confirmed that. So, that's been a really long time. So, even with all that extra stuff that you guys are doing, you're just looking to get back to three. But what that does is it creates the need for a body to fill the other slot; if we go halftime to fulltime at the arena, you would lose your halftime person in Parks, and you're looking to add a body in Parks. The way that you proposed to pay for that is through revenue increases. He asked if that was accurate; Director Dockter replied that was correct.

Council Member Olsen stated we know that we continue to have more events, softball tournaments, Strawberry Fest, Fourth of July, and it feels like every weekend his people are working. And we also know that we've spent quite a bit of overtime because we really had to, we didn't have much of a choice; if you're going to get the work done, we have to spend money on overtime. He asked if one person is going to be enough to provide you with the flexibility that you need to reduce your overtime, provide additional work-life balance for the current employees who are working weekends and nights, etc. for all these other events. Yes, they're getting paid, but at some point you can't pay them enough money to not stay home with their family at night. They can only miss so many birthdays and things like that, because they're also plowing snow. So, is the one employee going to be enough?

Director Dockter asked Jim Fohrman, Parks Superintendent, to answer that question. Jim replied big picture, no, but one employee will help us as we move forward with projects, etc. Our 50-50 person knows what he knows; when he hits the ground running, it's like it's all go. He doesn't have time to train on all of the little things that we do. So, having a person there that can learn that stuff in the offseason will be a big benefit to us. In the wintertime, he thinks that number is a good number for us where we're at. If we added two more employees, it would be like what do I do with that person in the wintertime when there's 42 inches of snow on the ground. It would be tough to get in the woods and do stuff like that. He thinks balancing out throughout the year he thinks gets us the number we need to be at right now.

Director Dockter stated we talked a lot about Parks, and he thinks we forget the winter, what a typical winter looks like. He appreciates that you said they push snow; they push snow just like everybody else. There's an all call, and every Parks guy is out pushing snow. When our parks start to close down in November, we basically go in the woods and lumberjack for about two months until the snow gets too deep. So, we're just out in the woods lumberjacking, then we get to December and we're prepping rinks and we're flooding, and we're taking care of rinks for about two months. When those start to slow down, we go back out and trim up trees and lumberjack and push snow again. So, the winter goes by really fast, there's a lot to do.

Mayor Bailey stated he was trying to understand or remember what we did last year; so, this half person between the two was the one that you wanted and split, is that correct.

Director Dockter replied yes, but if he can go back a little bit further, you might remember we asked for two. Council Member Olsen stated we only gave them one. Council Member Dennis stated that we wanted to give two, but you guys only took one, and you divided it half and half, right?

Director Dockter stated the Council only funded one.

Council Member Dennis stated yes, but he thought that we wanted two people because the dialogue was that it went 20 some years without adding a single person, and we talked about all the new parks and the miles of trails, etc. that we do. Yet, you guys were handling more workload without having the added level of staff in order to do it. So, he thought the spirit of what we wanted to see was that we didn't just want a Band-Aid, we wanted to do it right and get you the people that you needed to have because this is an important program for the community. He knows it's not necessarily a core level of service, but it's one of those things that as amenities it makes people appreciate living here. They value it. And so we wanted to do that, and you guys are always humble and he thought sometimes to your detriment because if the goal is truly to say you want to get to the level of giving the quality and the service that we aspire to and that people want to have, at some point you've got to just do it.

Council Member Olsen said so, the one person that you got last year we also gave you equipment for that person; we gave you a new pickup truck. He asked is that person the 50-50 person you're describing right now.

Director Dockter replied no, that was a new fulltime position.

Council Member Olsen stated so, we gave you one, and then you still have a 50-50 that you're using now. So, that person is going to become a fulltime employee, either at the arena or in the Parks Department, right?

Mayor Bailey stated it's both, isn't it?

Director Dockter replied yes. We have 50, and now we're going to go up one and more.

Council Member Olsen stated right, so, what's your asking for is another person. So, when we gave you the one last year and Council Member Dennis brought up the fact that we talked about two last year. So, really the way we did it was we split the baby, we gave you one last year and one this year. His question is if you add that person this year, are you going to be able to then have enough flexibility to give your guys the time off that they need and deserve because we're running them ragged and we're spending a boatload of overtime. Is that going to help you reduce your overtime spending, or do you need more than that.

Director Dockter stated he'd love to say yes, but at the rate of growth, until that rate of growth changes, it's hard to commit to a yes. If the rate of growth doesn't change for events and the growth in the park system over time will go down, and gentlemen will get more time off. If we continue to grow events and the park system, there will be more service needs.

Council Member Olsen asked Director Dockter if he could predict, would he say that the number of events are going to decrease, stay the same, or are they going to grow.

Council Member Khambata stated with COVID wasn't an asterisk in 2021 and 2022, everyone got outside to do things they didn't do, like a lot of bikes, a lot of Paddleboards. Are you seeing registrations for our facilities level off or continue to grow at variable rates.

Director Dockter stated everything is now growing at a high percentage rate.

Council Member Olsen stated our goal has always been to be a recreation destination, and we're a bit of a victim of our own execution on that because we get tournaments for all kinds of national events that come here because we do such a good job. And we don't even charge CGAA to make the fields nice, so, that's just more work. Again, what he would hate to see happen is we continue to provide this outstanding level of service even though there is an expanding workload, and the cost that we pay for that is we're burning our people out and/or we're having massive overtime issues. If you just cut overtime, your labor budget goes down significantly, and in the long run you're going to save money; that's all he's trying to figure out.

Council Member Thiede stated if you get another person, you have the fulltime benefits and everything else, then you add training, and you add all that sort of stuff. Council Member Olsen stated but it's still cheaper than paying somebody overtime. Council Member Thiede stated not all the time. You can't make that blank statement, and he's been in the industry as long as you have. Council Member Olsen stated he runs retail businesses, he can say with absolute certainty that overtime is more expensive.

Council Member Dennis stated there's just one additional thing that we've got to factor, Glacial Valley Park, with all the stuff that's going to go on there. And the Mississippi Dunes park. So, we're adding additional features that are going to require oversight, management, maintenance, administration, etc. And we're just not getting to the point where we need to be always behind the eight ball because we don't have enough people in that area.

Council Member Olsen stated the team that's there now, told Jim that his guys are working day and night, and he knows they're still cleaning up trees from April. They're doing such amazing work, but again, there's a cost. People are human beings; at some point, they're just going to run out of juice. They're going to need a day off or they're going to need a vacation. That's all he's trying to get at; Council Member Dennis said it so well, you're very humble and sometimes you're the victim of your own humility. He's trying to figure out, in full transparency, if what you're proposing is to take a .5 position, make them fulltime, have them go here, and then bring on another here, so you're adding a body, just like you did last year. Is that enough?

Director Dockter stated it's enough today.

Mayor Bailey asked if that's already in the funding, right; Administrator Levitt replied the half and half. Council Member Olsen stated the half and half is offset by revenue; Administrator Levitt stated that's correct.

Mayor Bailey stated so, what he's hearing is we're going to give you a fulltime person at the Ice Arena, and you're going to get a fulltime person on the Parks side at no levy impact. At this point, we're good.

Director Dockter stated that's correct.

Mayor Bailey stated he thought what others were questioning was is that going to be enough.

Council Member Dennis stated and that's because we don't know. We don't have an understanding at this level, but obviously, if a director or a supervisor left an organization, we're going to know that; what we don't know is people who fill line-level positions, what is your turnover rate. Are we seeing people leave because the workload is too much; how does that part of the business look?

Director Dockter replied right now, our turnover has been pretty good. There was a high turnover before with a lot of the retirements. Right now, we're in good shape, when we get the right employees in the right positions. We've had a couple of people leave because they got here and it didn't quite turn out the way they thought the position was going to be, but when they're here, they're pretty much 100% committed. We've been dealing with some disability things and some other things, so, those are the things that you can't account for sometimes. There's parental leave now; someone leaves for four-or-six weeks, those things add up, those are a lot of hours out of the field. So, what he's saying is he'll be back to fight another day when we're ready for it, but this position is going to get us where we need to be for now. And he really appreciates the support because he's told his staff we need to start fighting a little harder; so, he appreciates when Council says that we need to start fighting for ourselves a little bit harder and getting the people we need in the right positions.

Mayor Bailey stated the two that he's currently proposing, with one on each side to make you have FTEs on both, and then we technically have almost a year before Glacial Valley Park gets going, and honestly, Mississippi Dunes. Because Mississippi Dunes won't really have programming, but it will probably still need mowing for the time being, until more happens there. We may need to look at that as something for next year.

Jim stated there's a lot of unknowns with those two yet. There's a rental party room, meeting room, what that's going to take for maintenance; we're going to learn that as we go through that first year. So, that itself could be one of those things where we're going to need a body just to handle room setup, cleaning carpets, doing all that stuff. We just don't know because we haven't had it yet.

Mayor Bailey stated maybe in preparation for that, just from a knowledge standpoint, he'd be interested to know how Woodbury does with their park they rent out.

Molly Pietruszewski, Recreation Manager, stated it's Ojibway Park, and it's similar to what we're going to be able to offer at Glacial Valley Park, in terms of amenities and space. Right now, they're averaging about 80 rentals a year.

Mayor Bailey stated he can see that happening at Glacial Valley Park, too, so, we're going to need to keep our fingers on that. He asked Director Dockter how many pickleball courts they've installed; Director Dockter replied six.

Council Member Olsen stated they're picking that business up, too. Mayor Bailey stated that is going to be unbelievable.

Director Dockter stated it's just expectations are changing; when you rent that facility, your expectations of service are going to be higher.

Mayor Bailey stated it's good; there are a number of people who are telling him that they're excited about the pickleball courts going in there. Director Dockter added with lights!

### **Ice Arena Solar Power Proposal**

Director Dockter stated he's just going to give this at a very high level, but the game of solar energy has changed, especially with this 30% Inflation Reduction Act Credit. So, we're looking at putting a rooftop solar array on the west rink; that's the flat roof, so you wouldn't be able to see it from 80th Street or from the ballfields. It's on a flat roof, just underneath the little rise of the roof edge. It should generate between 5% to 25% of the Ice Arena's energy consumption, depending on the month; obviously, it's less in the winter, more in the summer.

The total cost after the Inflation Reduction Act on two separate proposals will range between \$343K and \$372K; life expectancy is 30 years, with projected energy savings of anywhere between \$1.4M and \$1.5M. That puts a return on investment (ROI) of between eight and nine years, which is pretty solid.

There are a lot of variables in the two proposals, both from Minnesota companies, so he streamlined those and put that spreadsheet in your report. The variables could be the degradation of the solar panels, how much energy you lose over the years, the increased energy cost, as some of them anticipate 3% a year, one anticipated 4%. If we put all the variables as the same, we ended up with these numbers. So, Solar Connection has a lower cost up front, at about \$342K, projecting about \$1.436M in energy savings, with a ROI of 8.8 years. Cedar Creek's total project cost was higher, at \$371K; they're projecting a higher energy savings because they get a little bit more output on their kilowatts, so it will give a little bit more savings over 30 years. ROI is about 9.1 years.

Director Dockter asked if the Council has interest in solar at the Ice Arena.

Administrator Levitt stated they're proposing, obviously, to use the naming rights dollars to upfront this cost, so, it's not something that's borne by the General Levy or the actual enterprise itself.

Mayor Bailey asked when are you talking about the geo; is that coming yet? Director Dockter replied yes, that's the next item he'll be speaking about. Mayor Bailey stated he thinks it's a no brainer from his standpoint, especially knowing the energy costs at the Ice Arena. He's assuming Director Dockter would be happy with a system like this; Director Dockter stated yes.

Mayor Bailey asked when they spoke with these two companies, is there ever a point where we'd be selling energy back. Director Dockter replied no, just because we consume so much every day. He stated there was one proposal that had a barrel roof, and he didn't think we were quite ready for that because then we'd see the solar panels.

Council Member Olsen asked if this would be similar to what was on the former City Hall building; Director Burfeind replied yes, and there is some roof warranty that comes with it. He also mentioned that Dan at the HERO Center had taken his report and he'll probably be coming back to Council, too, as he's interested in solar for the HERO Center. Council Member Olsen stated it seems to make good sense.

Mayor Bailey asked with the project life energy savings, Cedar Creek had more kilowatts. Director Dockter stated yes, they get a little more kilowatts out of their system, so, you'll see that they'll get over 30 years, so, theoretically, you can make another \$75K; that's a projected savings. So, the question is do you want to spend a little less upfront or shoot for that longer-term savings.

Council Member Olsen asked Director Dockter what are the annual Ice Arena energy costs; Director Dockter replied \$170K-\$200K, but that's with natural gas, too.

Council Member Thiede asked if he had any idea in their calculation for their energy savings, what kind of escalation was used on the electric costs. Director Dockter replied one was using 4% and one was using 3%, and stated he used 3% for us.

Council Member Khambata asked what are the potential adverse impacts on the life and serviceability of the roof, and you'd said it doesn't penetrate the rubber membrane or anything, it's basically sitting on top. The upfront cost of this is going to be covered by the naming rights agreement, so there's not going to be any debt service attached to this. So, from year one you'll see an offset savings. His question is as difficult as it's been to find dedicated funding sources for some of these improvements to our parks, is there a way to kind of redirect that approximately \$40K or \$50K a year in savings towards some CIP projects that Parks has been looking to find funding for.

Director Burfeind replied he and Director Malinowski talked about that a little bit. Director Malinowski stated that she would guess that we could transfer the Ice Arena Fund to help fund future equipment or operating costs. Director Burfeind stated so, we do that, and that money goes into a capital fund, which is separate from the Ice Arena Fund. If the Ice Arena makes \$130K this year, that money stays in that Ice Arena balance so that it helps fund future years. So, to your point, that money doesn't leave the Ice Arena. It's kind of two separate funds.

Mayor Bailey stated we also know what a Zamboni costs. Council Member Khambata stated that's what he's saying, to make sure that money gets earmarked for future Ice Arena. Mayor Bailey stated he likes his idea, except he knows that if we don't create this balance as we can at the Ice Arena, eventually they're going to have to come back to us and say you need to spend \$1M to replace the system to keep the ice cold, etc. He knows Director Dockter has a list, and we'll see it when we do the capital improvements.

Council Member Khambata stated the only thing he doesn't want to see is an operations cost that just comes off the budget and doesn't ever benefit the Ice Arena or Parks. Director Dockter stated no, it stays with the Ice Arena.

Director Malinowski stated, currently, the Ice Arena Fund has a negative cash balance, so that would help to bring that cash balance back to zero.

Council Member Khambata stated good, he's all for it then, as long as the savings that's recaptured stays in Parks and gets utilized, he's fine. Council Member Thiede stated that's what he was going to say.

Mayor Bailey asked if Council had a preference, Cedar Creek or Solar Connection.

Council Member Olsen stated whichever one they like best. Council Member Thiede stated he liked Solar Connection. Council Member Khambata asked if the warranties for workmanship and durability were similar. Director Dockter replied yes, and they're both very reputable companies, they're on the same kind of track.

Council Member Olsen asked Jordan what's his preference. Jordan replied he liked Solar Connection, just with the lifespan of 30 years, you don't know where the money will be. He thought upfront costs were lower, so Solar Connection would be his choice.

Council Member Olsen stated that's good enough for him. Council Member Khambata agreed.

### **Geothermal at Glacial Valley Park**

Director Dockter stated a month ago they started to drill the horizontal piping for wells for the geothermal, ran into rock, tried it again, and ran into rock. The crew left to work in Iowa on other projects.

So, we did a different layout, and these people are busy, so, they finally got back today and started drilling again; they drilled two, hit rock, and then they asked us if we wanted to leave, as they needed to return to Iowa, or they could stay here and fight the rock. So, we told them to leave, as it's just not going to work.

There were 12-to-14 horizontal wells, and they can do vertical wells, but now we're talking about 30-to-45 vertical wells they need to put in, which we pay for per foot, etc. So, they're talking between \$90K-\$150K to do the vertical well system; that's on top of whatever we already approved for the original geothermal. If we decide to just scratch the geothermal, we'll still have the solar there, and we'll go to a standard boiler system and a condenser for AC; that will be a \$30K+ credit towards the project.

Council Member Khambata stated we named it Glacial Valley Park, so he's not really surprised that we hit bedrock. What's the likelihood that we're going to hit bedrock when we drill vertically.

Director Dockter replied that's the other challenge; we would have to go back, so, we've already done lots of test boring there, and we'd have to start that process all over again, to try to figure out where we can put these holes.

Council Member Khambata asked are we chasing good dollars with bad at this point; Director Dockter replied that could very well be.

Mayor Bailey stated at this point, as much as he really wanted to see us do that to make that completely ecofriendly, if you will, it's not worth the extra cost.

Council Member Khambata stated he doesn't think that will work. Council Member Thiede stated it wasn't an ideal geothermal location anyway.

Director Dockter stated he thought the payback was about 20 years, it was pretty high, but now we have this.

Council Member Khambata stated he thinks this negates the potential benefits of the geothermal system in this location; that doesn't mean it can't work elsewhere, but he thinks this is a bad location. Council Member Thiede stated if the lake was still there, we could just put hoses 15 feet down into the water. Council Member Khambata stated this might be a potential cost overrun on this project.

Director Dockter stated okay, he thinks he got direction from Council.

### **River Oaks Golf Course**

Accomplishments: Director Dockter stated obviously we've implemented a new management team there, which is off and running with some great success. We successfully operate 13 leagues and nearly 60 tournaments, so it's busy all the time. Bocce ball is going crazy, they filled that up within days. Everything River Oaks is doing right now seems to be popular, from what he can see. The irrigation replacement



started last week; we got to go down and see them fusing the pipe, which is an impressive process in itself. The gentleman loves pipe and spoke at length to us about pipes; he told us that basically we have a lifetime system there, kudos to everybody who invested in that, as he said it should last us 100 years. So, there will be a hole closure here and there, as we close those holes, we'll open up the mini hole by the pumphouse, so people will always be able to play 18 holes. For their inconvenience, they'll get a \$5 voucher for the clubhouse, too. 2024 Goals: We're still following the guidelines of the 2020-2025 Business Plan: We're trying to update the clubhouse flooring, as it has that old style of carpet. We're going to upgrade the dancefloor. Improving the course trails that are just kind of overrun, especially where roots have broken them up. Joe would like to replace a rough mower. Dennis would like to enhance the patio experience to continue to build on that niche that we have in the patio.

We're on pace operationally to make a profit again for the sixth consecutive year. We continue to significantly invest in capital, which is awesome, we're making the building better, making the outdoors better, making our equipment better; that's something that we kind of abandoned for a while. So, for the last ten years or so it's been a very well invested in facility. 2022 reflects over \$274K in irrigation expenses; that's why for that one year you see it's a little bit out of whack with expenses and revenues. Moving forward, we are projecting income to outpace expenses, and that also includes the bond payment for the irrigation project at \$183K.

Mayor Bailey asked if that's paying back the EDA; Director Malinowski and Director Dockter replied yes.

Council Member Olsen asked if they were installing new carpet there this year; Director Dockter replied that's what's proposed in 2024.

Mayor Bailey stated he still remembers the day when we were out there trying to figure out what we're going to do with that golf course; it was discussed maybe we should just sell it and be done with it, and you have done an amazing job with the team down there to change things around. Just like with the Ice Arena, he remembers many years ago there was also a discussion about the City selling the Ice Arena for \$1 so we didn't have to deal with it anymore. When you think about that mindset compared to where we are today with both of those projects, you've done a great job.

Council Member Olsen asked how's the league participation; are we seeing the men's leagues and the women's leagues continue to grow.

Dennis Neitz, General Manager, replied leagues have been very good this year; he thought we were up every week of junior league, it went from about 85 to about 140, and it just keeps growing. He thought last year we did about \$2.6M in revenue, and this year he'd say we're on pace for about \$3M in revenue. Once we get through this irrigation project, the course will be in really good condition, and we appreciate everyone's support.

Dennis stated they're looking at different shows, comedy is actually one of them, and some of the signature events are coming back; Dueling Pianos is one of the things that's a really good draw, it draws lots of different people. There aren't a whole lot of other places in Cottage Grove that do it, so he thinks it's a good niche for us. We also hope to have a magic show, a gentleman who was also at Strawberry Fest.

Council Member Olsen stated you had talked to us last year a little bit about trying to stabilize your staffing situation, which would then enable you to have a more consistent dinner crowd, etc. At the risk of opening up a can of worms, how has that been going?

Dennis replied building wise, the clubhouse has done really well this year. He would say we are not where we want to be yet for the restaurant. That's something that we're working toward, it's a goal that we have. It's probably the hardest part of the divisions that we have here. Our goal is to get there. He thinks Andy has done a wonderful job in the Bar & Grill, but there are challenges that go along with the consistency; how many hours we can work people, can we get people to maintain and stay there because it's up and down. Summer months it's great, but winter comes around and it's hard to keep staff; that's probably the biggest challenge for our parttime staff is making sure that they make enough money consistently to be able to keep them there. But it's a goal that we have, and he'd like to be able to wave a magic wand; the Local Option Sales Tax referendum is in 2024. Quite honestly, his personal feeling is that we have to find a way to have maybe a better ambience that will draw people in. We hear it from our crowd; we have a lot of seniors that come down there, and they don't like driving down there at night, they don't like crossing Highway 61. We don't have the same crowd as Junction 70 with kind of their ambience. He thinks it's going to take some time to get there, but it's the direction we want to get to.

Council Member Thiede stated we talked about having done better with like the theme type stuff, with the Fish Frys. We've had previous discussions about different ways to have some theme-type deals or getting the community involved in like special menu items or things like that. Have we thought about that much more?

Dennis replied yes, probably in the next month you'll see the fall-winter stuff start rolling out with the signature events, the Fish Fry, etc. will come.

Council Member Thiede asked if they were going to have a Caribbean night or a Hawaiian night or a Texas night, or even like other counties have a family night where they bring out bowls of mashed potatoes, etc. to have a family dinner type deal. He knows that's extra work, but it might help to lengthen the time that you could employ people; that's the toughest thing, trying to find people that have to have multiple jobs, who try to work parttime at River Oaks and parttime somewhere else.

Dennis stated theme nights are good, we've done very well with the themes. They're easy to staff, we know how many people are coming; the difficult things are when we don't know how many people are coming, as it makes it very challenging and less profitable.

Mayor Bailey asked if they'd thought of going back and redoing the Friendsgiving thing again. Dennis replied that's one of the things that we'll be talking about here in the next weeks.

Mayor Bailey stated he really enjoyed that, but you have to make sure it's profitable, and that was family style. Council Member Olsen stated it was great; Mayor Bailey concurred and said we had a great time.

Council Member Khambata asked how are the weddings and other banquet events doing.

Dennis replied events are good; this month alone we have 26 of 31 days in August booked with events. The slowest time for the hospitality industry is January through

February, that's the hardest time. For us, it's a nice complement because this year Bocce Ball has really taken off. When you come to our parking lot on Thursday night, we've had cars parked down towards the church because it's that busy; just because we have an event going on, we have golf leagues going on, we've got Bocce Ball. But the events have been good.

Council Member Khambata stated those are profitable because you know who's coming up front, who's paid for up front, that type of thing. Okay, that's good.

Dennis stated when somebody can come in and tell us how many people they're going to have and they have the menu picked out, we have no problem getting things in place, and we know how many people we have to staff. That's kind of our sweet spot of making it work.

Council Member Olsen stated your team is doing awesome with those, too; Courtney is all over it. Dennis stated of course Joel is here, too, and Wade. When you look at a lot of courses around the Twin Cities, division wise, they're doing a fabulous job. Wade is very good about equipment being maintained properly; he and Joel communicate very well, so kudos to Joel, they do a great job. Council Member Olsen told Dennis make sure they come to work on Sunday because he and Mayor Bailey are playing in the Public Safety Golf Tournament Saturday and they're going to have some divots to fix. Mayor Bailey stated hopefully they won't have to close the course after we're done. Mayor Bailey told Director Dockter and Molly that he's had some citizens reach out to him; on Election Day, the schools are closed, so there was a request for something we can do either through Parks or in combination with the School District to provide some type of a place for kids to be so their parents can actually work on Election Day. He's just throwing that out there for them; maybe it's a situation where we can reach out to our friends at School District 833 to see if there's some type of a joint thing that can be done with their staff to help. By then, all of our summer staff is back to school.

Council Member Olsen stated they have the Kids Club at ISD 833, don't they? Molly replied she didn't think so on Election Day, they're closed.

Mayor Bailey stated that's why there's nothing for the kids to do; so, basically, the parents take a day off to take care of their kids. He doesn't know how widespread that is, but he's had more than four people call him, asking if there's anything available. He told them maybe we could look at something, so, of course, that went like wildfire; so, maybe he shouldn't have said that might be an option.

Molly stated we can figure something out, that would be easy. Mayor Bailey stated he'd be interested to know if there's interest in it, but enough people have reached out to him asking about it that if there's a way to do it, that would be great.

### **Levy**

Council Member Olsen asked Administrator Levitt if they were able to figure out anything on that remaining balance in that TIF District 1-8.

Administrator Levitt replied Ehlers is working on some TIF reports right now, and Ehlers hasn't gotten a final memo to us yet. Director Malinowski stated she asked them for August, the TIF Reports due date to the State is August 1, so, it should be coming in the next couple days.

Director Malinowski stated at the last meeting and what was in your packet is the levy proposal is 9.99%. Looking at Equipment Replacement and the FMP, because the

FMP suggested that we needed \$110 on that Sample Property 1, that we could go at 11.68%; but it allows us to in 2025 have less of a levy impact with the repayment coming on in 2025 for debt.

So, with the first one, 9.99%, you can see that Sample Property 1 is \$90, but it's like a spike up to \$148 in 2025. With the second option of 11.68%, it's \$110 vs. \$106 in the second year. On your table, we've had some requests of different levy scenarios, so those are there: 9.99%, 11.68%, 12.10%, 11.83%, 11.99%. So, those are different scenarios and what the impacts would be to that Sample Property 1.

Council Member Olsen asked what the second year result is for each one of these.

Director Malinowski stated she doesn't have that in front of her, but the second one, 12.10%, would be a little bit less of an impact in 2025, at \$106. It depends on what we're going, if it's one time vs. recurring. Each one would have a little bit less of an impact in 2025.

Council Member Olsen stated she said that the 11.68%, which would be \$110 a household, the next year impact would be \$106; so, it stands to reason then that the \$148, which is 12.10%, \$115 a household would be less than \$106 next year, and the same would be true for the 11.83% and the 11.99% scenarios, correct? Director Malinowski stated that's correct.

Council Member Thiede stated he'd just like to see what would happen, because again he's very much a fan of leveling out and the FMP. But he would really like to see it at \$100 or less and see what would happen. What wouldn't we be able to do if we kept that at; again, Sample Property 1, he might even say what if we looked at what would be the average of the four properties, because there's a mix of properties, such that we said on an average of those four sample properties we're keeping it under \$100. Now, again, that might be because of us and not necessarily because of what the County or the appreciation of the homes would be. It would be just solely if we said that that appreciation was stable that we're keeping that increase under, with the FMP, under \$100 a year on the average for those four sample ranges.

Administrator Levitt told Council Member Thiede if he was looking at Sample Property 1 and it hit \$100, you could add \$175K to the levy; so, essentially, half of the three, and that was the goal.

Council Member Thiede asked her to say that again.

Administrator Levitt stated he had said you really wanted to see Sample Property 1 stay at \$100; so, if you went for \$100, you'd be increasing the levy by \$175K. So, that would actually be adding to it to be at \$100. She reminded him you're probably going to be at \$138.

Council Member Thiede stated that's what he's saying; what would we have to do, saying well, there's just so much money. We don't have an unlimited supply of money, so, if we said we have a FMP where we're holding that at \$100 for the next 10 years; he was trying to find that one draft for the FMP in terms of when we extrapolated that out, there was definitely some lower ones. He thought the average overall was probably less than \$100. And he'd just like to see what if we managed that to that \$100 or less going out.

Director Malinowski stated she understood his question, she appreciated it. We had less than \$100 in future years; we can't get less than \$110 or \$100 without having

impact in the future because you have to increase the levy. Every time you increase the levy at the front end, it has the same effect on the back end. So, you can't just increase it enough at the back end to get what you need in the front end.

Mayor Bailey stated because you'd be taking on debt if you decided you were going to maintain your spending.

Council Member Thiede stated well, yeah, and the options would be that you may not have as much money to spend.

Director Malinowski stated we would have to look at our budget in more detail and not fund some things. And we know that in the FMP, in our Closed Debt Fund, we're already utilizing a small portion of it every year throughout the 10 years of that FMP. So, we're already using cash in the FMP. So, if we did \$100 on that Sample Property 1, it would be \$175K increase; year 1 would be \$100, but next year without making cuts, it would be \$137 for the impact, so \$100 and \$137.

Council Member Thiede stated well, again, he'd be interested to find out well, if we did that, what kind of cuts do we have to make.

Mayor Bailey stated he'll interject himself into it. So, the FMP was at \$110, he asked if that was accurate; Director Malinowski replied that was accurate. He stated we're done with all of our departments, they presented, and everybody has given us their information, things that they want or didn't want. So, for Council, he'll share a couple things: One of the big things that we even saw again today since we talked about the Equipment Replacement Fund, he knows staff showed an option where we did a proposed levy at 11.68%, with \$350K going to the Equipment Replacement Fund. He also heard from Public Safety that yes, we are giving them the cops, but one of the interesting things he thought when he listed some of the things that are going on, whether it's with Parks or Public Works, etc. is a feeder system into our Public Safety and the number of people that Director Koerner shared that come through those C.S.O. hours is pretty cool. He'd be interested to see for the Parks and Public Works how many people started out maybe as the groundskeepers or whatever and moved up. So, he'd like to know that just from you guys, because we've got some data from Public Safety. He's not advocating that we could do the full, he thinks you were asking for \$110; he's not asking for that. But if we could do, on this list that's before us with all the different numbers, he was looking at the far right column where we would help prop up the Equipment Replacement Fund with \$319K, we'd put \$55K towards C.S.O. hours for next year. We would then be able to build the siren out for the East Ravine area, along with Glacial Valley Park. He also shared with them, and knows Director Koerner confirmed it, too, that if we in essence do the Glacial Valley Park area, which is need of a siren, Washington County will take care of the Ravine Park area. Administrator Levitt stated they're meeting tomorrow. Mayor Bailey stated he's already heard; so, if they say anything different, then you call me because I already heard from the other two, but just to give you a heads up. That was the intent so that the County would then cover the siren. So, at this moment, looking forward, the only other outdoor warning siren that we would eventually need at this point would be the Mississippi Dunes park area down there, towards the island.

Council Member Olsen stated he agrees with Mayor Bailey wholeheartedly on the siren; that's a Public Safety thing and we can't ignore that. People deserve that,

especially with the amount of housing. Mayor Bailey stated yes, and with the nice park that's going in out there.

Council Member Olsen asked Director Koerner if the \$55K going to give him enough flexibility with your C.S.O.s to accomplish what you guys were talking about in your presentation; you were talking about prisoner transports, and he knows the C.S.O.s go through the parks.

Mayor Bailey stated to segue, when we were talking about the needs for Parks, that would be another possible plus for C.S.O. hours in there. So, other than the things that Parks is doing, C.S.O.s are also opening and closing our parks, our buildings, and making sure that things are okay. Council Member Olsen stated that is one less thing that Director Dockter's team needs to worry about.

Director Koerner stated currently we have our C.S.O.s seven days a week, from 7:00 a.m. to 11:00 p.m. With the \$55K, we'd be able to add a power shift and just where they'd best fit into that schedule; right now, it's probably more evenings.

Council Member Olsen stated he knows it's not the full \$110K, but asked if it would be reasonable; Director Koerner replied yes, it would.

Mayor Bailey stated if you couple that with the police officers that we're bringing on board, he thinks it really shores you up. He thinks what staff is proposing for the Fire program with the combination of the fulltime Fire and the plans there, we're looking at that as a benefit. He's thinking we get another person in the Ice Arena, and you're going to get a full person in Parks. Public Works will get their next plow route, finally, to help with that.

Council Member Olsen asked from an Equipment Replacement perspective, he knows that the FMP proposal called for \$350K, and the proposal that Mayor Bailey mentioned is \$319,100. It doesn't look like a lot on paper, but it could look like a lot in terms of the future impact. He asked if they could work with that; is that something that is acceptable to staff.

Administrator Levitt replied absolutely. As Director Burfeind mentioned, there are some lease programs for the trucks, so maybe we buy down that cost and maybe we do more leases and we'd buy down that initial cost, and that will just continue to buffer us.

Mayor Bailey asked Director Malinowski when she was doing these adjustments that you're showing to us, he thought in the other one she did not have the \$300K, \$315K, or \$350K, that wasn't in the budget. So, that would help level out with the option for some lease and give us a little buffer.

Director Malinowski stated she just wants to be clear, our other option where we've got the \$350K, in order to keep that tax in 2025 low, we took it out of the 2025 levy amount.

Mayor Bailey stated so, the \$350K is out of the \$106; Director Malinowski stated correct, it is.

Council Member Olsen stated he thinks we're on the right track, but we've got to put money in Equipment Replacement; there's no question about it.

Council Member Khambata stated he agrees that \$100 is the target for increases; however, he thinks going from \$90 to \$148 or \$100 to \$137, as a taxpayer, he would

rather see a less dramatic increase year over year than one low year and one high year. With that being said, the \$100 isn't a fixed number, \$110 isn't a fixed number; that was our target to stay as close to as possible. One of the things that initially bothered him when he got on the Council was with budgeting; cost of services sold or rendered is the cost of services. The City only has a few ways of making money, and one of them is raising taxes; so, if you need to increase revenues, increasing the levy is how you increase revenues. Or, we find market opportunities to increase fee for service to generate revenue, or we get creative with land leasing or leasing our water towers to cellular companies. So, as much as he has heartburn about going over that \$100, he thinks outside of austerity or fee for service or some sort of land lease, our options are limited.

Council Member Olsen stated don't forget we also do a great job of chasing public funds that are available, with grants and loans, and he knows the exercise equipment staff is talking to Marathon about maybe funding that through their program. Our staff chases that stuff really well.

Council Member Khambata stated he's kind of on board with Mayor Bailey, but he thinks asking for \$319K instead of \$350K is austerity, asking for \$55K instead of \$110K is austerity. We're offsetting or we're delaying some of these funds to see how the budget shakes out for next year in terms of revenues; he thinks if we truly want to get back to \$100, he thinks we're going to need to get creative with grants or with fee for service or with finding additional grand lease revenue streams. So, he thinks as much as he also wants it to be \$100, he doesn't think we're positioned to get \$100 the way we are. He thinks we need to get more aggressive with some of those other revenue streams if we want to stay closer to that \$100 for future years. Or get real serious about austerity, are we going to leave positions open or forego equipment; we're dealing with the long-term fallout of delaying equipment and leaving positions open right now, it's what we've been discussing. So, he doesn't know that there's much more austerity we have in this year's budget without creating another cycle of trying to catch up next year.

Council Member Thiede asked if we take the \$90 to \$99, what would the \$148 become.

Council Member Khambata replied \$137. So, yeah, \$100 to \$137 he thinks is going to be a lot more jolting to somebody than \$110 to \$110 or \$106; again, \$100 could be the target, that's what we're shooting for with the levy, but things cost what they cost. Three plow trucks turned into two plow trucks; we don't have control of some of those external factors. So, unless we bring in additional revenue streams, the levy is the revenue stream.

Council Member Thiede stated it's just a pet peeve that he has because once you go over that \$100, and then \$110 doesn't seem that bad, it's just a little bit.

Council Member Khambata stated it just keeps creeping up.

Council Member Thiede stated, and every expense that you have is just a little bit more, and he knows staff hates it when he comes in and talks about this because staff does a fantastic job. They spend a lot of time on this and everything, but there's a limited supply of money. He knows that over the time that he's been on Council, we've gotten different places where we've increased fees and things like that, and he knows costs go up and things like that. But we're also growing, we're a very fast-growing

community. There's two sides to that; we do have to give more services, but technically, if we've got that growth, then we're getting more. Most of the homes that we see going in are higher-value homes, which ultimately pay more taxes. He knows that those taxes are delayed, but one of the things that he's always said is getting those amenities by the increase in population, etc. Yet, we still kind of always creep up, and he knows he's heard all the arguments about us being below average; he especially want to be better off than Woodbury, though.

Mayor Bailey told Council Member Thiede you won't have to worry about that.

Council Member Thiede stated well, I don't know. Mayor Bailey stated he knows. Council Member Thiede stated oh, okay. There's kind of got to be a limit; there is not an unlimited supply of money.

Council Member Khambata stated there's always an unlimited supply to build something.

Mayor Bailey stated the one big thing about all of this, he guesses part of the \$113, yes, it's \$3 more than the \$110, he gets what Council Member Thiede's talking about. The question is what do we get for it, what does the public get for it, and that's really how he looks at it.

Council Member Olsen stated it's the level of service.

Mayor Bailey stated yes, and to Council Member Thiede's point, we could do it at \$90 or we could do it at \$100, but that will come at a cost of something. And whether it's not getting the plow routes plowed quickly, or the roads redone fast enough, or parks not being groomed enough, the ambulance doesn't get there quick enough or the Fire trucks. There's all these different things you've got to kind of weigh, and that's why we're in this role, we try to balance it. The one thing that Council Member Khambata said earlier, with which he really agrees, is what he doesn't like is when we're down here, then we're up here, and then we're down here. When you try to explain this to anybody, everybody just wants us to make it stable. If it's stable, it won't be these huge peaks and valleys. What has happened in the past, and sometimes rightfully so, because of what's going on in the economy, but when we hunker down and we say we're not going to do anything, it does come back and bite us in the butt. Equipment Replacement is a choice that we as a Council said we're not going to put so much money into the Equipment Replacement Fund. So, two things happened: 1) The price of everything went up more than we thought; and 2) We drained that account because we were buying, using money that was put in there to buy down. So, he just really likes the Equipment Certificate idea now, he thinks it's a great idea because we can kind of level things off with that as an option going forward.

Mayor Bailey stated his personal goal was he did not want to go above 12%, and maybe that number will come down a smidgeon once they kind of fine tune the numbers, but he did not want to go over 12%. So, you could have said that's austerity; could you do the \$350K in the Equipment Replacement and have it bump up above 12%, you could. But he personally didn't want to do that, and he wanted to give more to the Equipment Replacement, he wanted to see what we could do for the C.S.O. situation, and he wanted to see if we could get that siren in. So, that's where he's at with the one column there.

Council Member Dennis stated he supports the one Mayor Bailey picked.



Mayor Bailey asked Council Member Olsen if he was good with that one; Council Member Olsen replied yes.

Council Member Khambata stated just to be clear, if we pick the last option, then the 2025 levy looks like what exactly. Director Malinowski replied it will be \$105, so we kind of move the needle a little bit. Council Member Khambata stated okay.

Council Member Olsen asked Administrator Levitt if they got what they need.

Administrator Levitt replied yes, but stated we always talk about communication. So, Director Larson needs to know your messaging, what are your key messages and points and things you'd like to highlight regarding this budget. Is there a message to the public? Director Larson is here to take notes and take your ideas of how you want to communicate.

Mayor Bailey told Council we've done different things over the years to message to the public. He believes we've previously done the *Cottage Grove Reports*, so asked if we're still doing that, and that was confirmed.

Council Member Olsen stated we did the video, too.

Mayor Bailey stated he'd made a comment to Director Larson, as we talked a little bit before the meeting, that he would be fine doing a Mayor's Moment as a discussion of the budget, so we can do it that way. He wasn't sure if we wanted to do a separate video; is it worth it to do something from a SWCTC situation as a separate message other than him as the mayor doing the Mayor's Moment for budget.

Council Member Olsen stated it sort of depends on how they would formulate that. The thing that's nice about a video, no matter who does it, is you have the opportunity to use visuals; at one point in time, we used a dollar bill and showed how cents from the dollar bill went to each department. One of the things you've always talked about that he thinks is extremely important is what are we spending and what are the taxpayers getting for that; of course, we're all taxpayers, too. So, what is Public Safety going to look like as a result of this budget, what is our Parks Department going to look like, etc. To him, this 14th plow route is an unbelievable selling point. The additional care for the parks, including the pickleball, etc., those are things that people like. The vast majority of the public feels very strongly, as we do, about Public Safety; that siren is a Public Safety piece, the police officers are a Public Safety piece, as are the additional C.S.O.s as they monitor the parks, and we've heard a lot about our parks, so that's a great selling point. Whether it's Mayor Bailey talking about it or SWCTC doing a video, or both, he thinks those are some key points to touch on.

Council Member Khambata stated last year's increase was over 12%, too, wasn't it; Director Malinowski replied it was 12.6%. Council Member Khambata stated and now we're down to 9.99%. Mayor Bailey stated our rate will even go down again.

Council Member Olsen stated yes, so, we need to talk about that. We need to talk about the fact that the tax rate will go down. Granted, we don't have final County numbers on valuations yet, so, we don't have precise information. Mayor Bailey stated but we will before we get to the final levy. Council Member Olsen stated we will have somewhat of an estimate. You can already say at that number that we just picked our tax rate will go down; Director Malinowski stated that's correct. He stated that's something else we need to communicate. Why is that? Because the taxes are being

spread across a wider variety of properties, including much more commercial; more commercial development has put less pressure on the property owner. All of those things are good things.

Administrator Levitt stated last year, Mayor Bailey did just the budget video as his Mayor's Moment. We also put an article in the *Cottage Grove Reports*. Mayor Bailey stated that's why he's asking, as that's what we did last year. We have done more in years past.

Council Member Olsen stated we should leave that to the professionals, whether it's Mayor Bailey, SWCTC, both, *Cottage Grove Reports*, all of those are good avenues of communication. The hardest thing we do is try to get the attention of the public, to communicate things to them. That's why rumors and bad information always run rampant. We have to find a way to get accurate data out into the public sphere. He asked if we would ever want a Department Head to speak about how their department is going to benefit due to this year's budget.

Administrator Levitt stated we've done that in the past, the last one actually had Public Works Director Burshten in it; that tells you how long ago it was since we did that. In that one, each director spoke about something from their department.

Council Member Olsen asked Director Koerner how he felt about that. Director Koerner replied for the amount of work and time we put into that, we didn't get a lot of views.

Mayor Bailey stated that's how he was looking at it; he wanted to make sure it would be worthwhile. Director Larson stated she and Administrator Levitt both have the information on last year's video. You're right, the longer the video, the fewer the views; it's just a fact of life now. The shorter you can make anything, more informational, more fun, more interesting, it's going to be better for folks to watch it.

Director Koerner stated all departments are struggling with recruitment and retention, so he just did a joint meeting with Woodbury; basically, they're also trying to hire C.S.O.s there, too. They did something short, too.

Council Member Olsen stated he looks at the department heads as the subject matter experts. They're also not "politicians," so they can speak with authority that we sometimes can't.

Director Larson stated we can do more than one video, too. We could do sound bites about the budgets, and put them out over time as well. You could do the main one that you need to do, or must do, but you can also do those things; hey, this is what we got this year for X, sort of thing, and you can have the department heads do that.

Mayor Bailey stated that might not be such a bad idea, just do a 60-second blurb that can be linked on Facebook. Director Dockter could do one on Parks or even Dennis or Adam at River Oaks.

Council Member Olsen stated people tune in when Mayor Bailey talks, they tune in to your Facebook page, maybe you're part of that and maybe you're interviewing them or something. These are all ideas.

Mayor Bailey stated we can talk, but if there was something specific that Council really was passionate about that he needed to do, he'd be fine with that. The only other thing he'll share that we can talk about is he was actually talking to our County

Commissioner, and the circulation now at the *Cottage Grove Journal* newspaper is now over 2,000. So, that might be something where we want to work with them on an article with like a Q & A. Director Larson said yes, absolutely, anytime you can put something in a local paper that's factual and educates the public, that's a good thing.

Council Member Olsen stated make sure it's factual; Director Larson stated well, we would write it, and Mayor Bailey said he'd work with Bruce at the paper. After the article about the Mississippi Dunes Park, the number of people who approached him and said they saw it in the St. Paul and Minneapolis papers was amazing. He also said that our older residents aren't necessarily on Facebook, they're the ones who get the newspaper because they like to stay informed; so, if we can help inform them, he thought that would be a good idea.

Council Member Khambata stated as far as the format, can you start by highlighting the amenity gained or saved and then at the end we talk about the cost; upfront, here's what you're getting, here's what we're keeping, and here's where we're expanding.

Council Member Olsen stated again that's why he thinks the department heads can really speak with authority is in order to maintain our level of service or in order to enhance our level of service. The 14th plow route he feels is a massive change and that's going to save so much time that it will be a big win for people.

Mayor Bailey asked Director Larson if she got what she needed; she replied, yes, you were all very clear.

Council Member Thiede told Director Malinowski before we decide, he'd like to get the tax for the next two years that wasn't written down for the four properties; Director Malinowski stated okay.

#### 4. ADJOURNMENT

Council Member Khambata made a motion to adjourn; second by Council Member Olsen. Motion carried: 5-0. The meeting was adjourned at 9:19 p.m.

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



# City Council Action Request

## 7.B.

**Meeting Date** 9/6/2023

**Department** Administration

**Agenda Category** Action Item

**Title** Regular Meeting Minutes - August 2, 2023

**Staff Recommendation** Approve the August 2, 2023, Regular Meeting Minutes.

**Budget Implication** N/A

**Attachments**

|    |                                |
|----|--------------------------------|
| 1. | 2023-08-2 City Council Meeting |
|----|--------------------------------|

## MINUTES

### **COTTAGE GROVE CITY COUNCIL**

**COUNCIL CHAMBER  
12800 RAVINE PARKWAY SOUTH**

**August 2, 2023**

### **REGULAR MEETING - 7:00 P.M COUNCIL CHAMBER**

IN ACCORDANCE WITH THE REQUIREMENTS OF MINNESOTA STATE STATUTE 13D.02, COUNCIL MEMBERS DAVE THIEDE & TONY KHAMBATA WILL APPEAR REMOTELY VIA INTERACTIVE TECHNOLOGY FROM THE FOLLOWING PUBLIC LOCATIONS: Dave Thiede-Lobby of Hampton Inn & Suites, Albany at Albany Mall, 2628 Dawson Road, Albany, Georgia, 31717  
Tony Khambata-Brainerd Public Library, 416 South 5th Street, Brainerd, Minnesota, 56401

#### **1. CALL TO ORDER**

The City Council of the City of Cottage Grove, Washington County, Minnesota, held a regular meeting on August 2, 2023, at Cottage Grove City Hall, 12800 Ravine Parkway. Mayor Bailey called the meeting to order at 7:00 p.m.

#### **2. PLEDGE OF ALLEGIANCE**

The audience, staff, and City Council Members stood and recited the Pledge of Allegiance.

#### **3. ROLL CALL**

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

Also present: Jennifer Levitt, City Administrator; Amanda Johnson, Assistant City Attorney-LeVander, Gillen & Miller, PA; Tammy Anderson, City Clerk; Gretchen Larson, Economic Development Director; Zac Dockter, Parks and Rec Director; Pete Koerner, Public Safety Director; Brenda Malinowski, Finance Director; Lee Mann, Principal Engineer, Stantec; Amanda Meyer, City Engineer; Emily Schmitz, Community Development Director.

#### **4. OPEN FORUM**

Mayor Bailey opened the Open Forum. As no one wished to address the Council, Mayor Bailey closed the Open Forum.

#### **5. ADOPTION OF AGENDA**

Council Member Dennis made a motion to approve the agenda; second by Council Member Olsen. Clerk Anderson called the roll: Council Member Khambata-Aye, Council Member Dennis-Aye, Council Member Thiede-Aye, Council Member Olsen-Aye, Mayor Bailey-Aye. Motion carried: 5-0.

6. PRESENTATIONS - None.

7. CONSENT AGENDA

- A. Approve the July 12, 2023 City Council Special Meeting minutes.
- B. Approve the July 19, 2023, City Council Closed Meeting minutes.
- C. Accept and place on file the minutes of the June 26, 2023, Planning Commission Meeting.
- D. Approve the single occasion Gambling Permit application for the Cottage Grove Area Chamber of Commerce on November 1, 2023, at 8617 West Point Douglas Road South, beginning at 1:30 p.m.
- E. Approve the issuance of rental licenses to the properties listed in the attached table.
- F. Receive the 2022 Cottage Grove Convention and Visitors Bureau Annual Report.
- G. Adopt Resolution 2023-105 amending Resolution 2021-160 establishing the City of Cottage Grove Convention and Visitors Bureau.
- H. Authorize staff to apply for a Minnesota DNR Conservation Partners Legacy grant for Cottage Grove Trailway Corridor native habitat restoration up to \$215,000.
- I. 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. Approve the Service Agreement with Collins Electrical for streetlighting work and emergency repair response.
- K. 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. 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. 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. Adopt Ordinance No. 1073, CenterPoint Energy Gas Franchise Ordinance.

None of the Council Members wished to pull any items for further comment and/or discussion.

Council Member Olsen made a motion to approve the Consent Agenda; second by Council Member Thiede. Clerk Anderson called the roll: Council Member Khambata-Aye, Council Member Dennis-Aye, Council Member Thiede-Aye, Council Member Olsen-Aye, Mayor Bailey-Aye. Motion carried: 5-0.

8. APPROVE DISBURSEMENTS

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

Motion by Council Member Dennis to approve disbursements; second by Council Member Olsen. Clerk Anderson called the roll: Council Member Khambata-Aye, Council Member Dennis-Aye, Council Member Thiede-Aye, Council Member Olsen-Aye, Mayor Bailey-Aye. Motion carried: 5-0.

9. PUBLIC HEARINGS - None.

10. BID AWARDS

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

Lee Mann, Principal Engineer for Stantec, stated bids were received on Thursday, July 13, for the Low Zone Water Treatment Plan, which will be located at the northeast corner of Ideal Avenue South and 110th Street South; this project also includes the construction of Well 13. He displayed the Site Plan to show the exact location of the plant, in relation to the roads, and the features of the plant from a high-level view.

Engineer Mann stated we received two bids, one from Rice Lake Construction Group for \$38,182,800, and the other from Market & Johnson, Inc. for \$38,717,563.88. There was also an Alternate 1 for SCADA Remote Site Upgrades in the amount of \$895,355. The Engineer's estimates are shown on the screen in relation to the bids. Rice Lake Construction Group had the lower Base Bid in the amount of \$38,182,800.

Funding Breakdown for the Base Bid and SCADA Remote Site Upgrades:

\$37,408,783 - Water Treatment Plant/Well 13, Paid by the 3M Settlement Funds

\$ 774,017 - City Responsible Costs, Paid by Area & Utility Funds

\$ 895,355 - SCADA Remote Site Upgrades, Paid by Water & Sewer Utility Funds

**\$39,078,155 - Total Cost**

Engineer Mann stated another important point is the 3M Settlement Fund Construction Grant for this project was finally executed yesterday in the amount of \$42,127,000, which includes construction, engineering, and other miscellaneous costs, so that's all set to go.

Mayor Bailey asked Engineer Mann to explain for the public what SCADA means.

Engineer Mann stated SCADA stands for Supervisory Control and Data Acquisition. Basically, that's the system that helps the City run all of the wells, in this case, the treatment plant will also be on the SCADA system. It includes towers, lift stations, and booster stations; it's the computer system that gives the alarms and in some cases actually controls when those facilities get turned on and off.

Mayor Bailey stated our current system is older, so we're basically upgrading everything. Engineer Mann stated that's correct, and the new system will be a big step forward into meeting the State and Federal cyber security standards and requirements.

Motion by Council Member Olsen to Adopt Resolution 2023-104 awarding the Base Bid Low Zone Water Treatment Plant Project and Alternate 1, SCADA Remote Site Upgrades, to Rice Lake Construction Group, in the amount of \$39,078,155.00; second by Council Member Khambata. Clerk Anderson called the roll: Council Member Khambata-Aye, Council Member Dennis-Aye, Council Member Thiede-Aye, Council Member Olsen-Aye, Mayor Bailey-Aye. Motion carried: 5-0.

11. REGULAR AGENDA - None.

12. COUNCIL COMMENTS AND REQUESTS

Council Member Thiede stated, sadly, he missed Night to Unite last night. He heard it was fantastic, as usual; hopefully, next year he won't be traveling.

Council Member Olsen noted as Council Member Thiede commented, last night was Night to Unite across the country. In Cottage Grove, we had an unbelievable time, it was so much fun. He had a chance to visit several parties, along with Mayor Bailey, in the afternoon at some of our retirement communities. Of course, there were neighborhood parties last night; he believed we had close to 60 parties in the City, which is a few more than we had last year. He thanked those residents who actually hosted parties at their homes. It really is important to bring our neighbors together to interact with our Public Safety personnel and essentially get to know your neighbors and build safe neighborhoods that way. There was also an effort to collect some school



supplies for distribution to Friends in Need Food Shelf for back to school, which is right around the corner; many City personnel today picked up all the donated school supplies and delivered those to Friends in Need. He also thanked the City staff members who put time, energy, and effort into coordinating all the visits last night; that is a monumental task. He would be remiss if he didn't mention Charlene Raymond of our Public Safety Department, Dan Schoen, our Community Engagement Officer, and Chelsea Flores, who coordinated all of the Fire responses, as Mike Dandl is on vacation. There were a number of other City staff members in our General Government division who also had a hand in making this a success.

Council Member Olsen also congratulated the River Oaks Golf Course for another wonderful Public Safety Golf Tournament. He played in the tournament this past weekend with Mayor Bailey, Commissioner Bigham, and Sergeant McCormick from our Police Department. We had a lot of fun, the weather was perfect, and River Oaks did a great job hosting; even with some of the construction taking place on the course with our irrigation system, it was in really good shape and it was easy to get around the one hole on which they were working. We had a wonderful turnout, and all of those funds go to support the Public Safety Board and our Cottage Grove Public Safety team.

Council Member Olsen congratulated his friend and colleague, Council Member Steve Dennis, for 20 years of serving the community with excellence as a business owner, along with his brother, John, his son, Greg, his wife, Kathy, and John's wife, Wendy, at Dennis Brothers Liquors. They really have done a marvelous job over the last 20 years of truly being a source of pride for the City of Cottage Grove. He asked Council Member Dennis if it was the largest craft beer selection; Council Member Dennis stated they were very fortunate to have customer reviews on one of the largest beer-related websites being listed for many years as the top-rated craft beer store in Minnesota. Council Member Olsen stated all you had to do was walk in the store: The service was outstanding, it was a beautiful store, and Steve and his family were always very, very generous to many of the nonprofits here in town, including the Cottage Grove Lions Club. Steve has been our partner for various events for several years and always treated us right. The business will be sorely missed, but it's certainly understandable that at some point somebody needs an opportunity to rest for a minute; after 20 years, you certainly earned it. He thanked Council Member Dennis for all he's done for the community as a business owner, we sure appreciate it. Council Member Dennis thanked Council Member Olsen.

Mayor Bailey stated last week we had the opportunity to do a ribbon cutting and welcome Jersey Mike's into town. There's another ribbon cutting this Friday, at noon, at Home Choice, 6990 80th Street South, located next to Ace Hardware. Stop in and check out the new businesses. Pizza Ranch is now hiring, and have an opening date set for September 18.

Mayor Bailey stated before our next Council Meeting, there are plans for another Movies in the Park at Highlands Park, on Friday, August 11; the movie will be Super

Pets. They've been worried about the rain the last couple weeks, and have had to postpone it, so, a movie will now be shown in September.

13. WORKSHOPS - OPEN TO PUBLIC - None.

14. WORKSHOPS - CLOSED TO PUBLIC - None.

15. ADJOURNMENT

Motion by Council Member Olsen, second by Council Member Dennis, to adjourn the meeting at 7:15 p.m. Clerk Anderson called the roll: Council Member Khambata-Aye, Council Member Dennis-Aye, Council Member Thiede-Aye, Council Member Olsen-Aye, Mayor Bailey-Aye. Motion carried: 5-0.

Minutes prepared by Judy Graf and reviewed by Tamara Anderson, City Clerk.



## City Council Action Request

# 7.C.

|                      |                                                                                                            |    |                                          |
|----------------------|------------------------------------------------------------------------------------------------------------|----|------------------------------------------|
| Meeting Date         | 9/6/2023                                                                                                   |    |                                          |
| Department           | Administration                                                                                             |    |                                          |
| Agenda Category      | Action Item                                                                                                |    |                                          |
| Title                | Massage Therapy License - Stephanie Jarrett                                                                |    |                                          |
| Staff Recommendation | Authorize issuance of a Massage Therapist license to Ms. Stephanie Jarret for use at Whole Health Massage. |    |                                          |
| Budget Implication   | N/A                                                                                                        |    |                                          |
| Attachments          | <table border="1"><tr><td>1.</td><td>Memo - Public Safety (Stephanie Jarrett)</td></tr></table>            | 1. | Memo - Public Safety (Stephanie Jarrett) |
| 1.                   | Memo - Public Safety (Stephanie Jarrett)                                                                   |    |                                          |



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

**FROM:** Tammy Anderson

**DATE:** September 6, 2023

**RE:** Massage Therapy License - Stephanie Jarrett

---

## Discussion

On August 1, 2023, Stephanie Ann Jarrett applied to operate as a licensed massage therapist at the business named Whole Health Massage at the address of 8800 E. Pt. Douglas Rd. So., Cottage Grove, MN 55016.

The Public Safety Department conducted a background investigation of Ms. Jarrett and did not find anything that would constitute a basis for denial of the application. Staff also searched for possible disciplinary actions posted by the MN Department of Health Office of Unlicensed Complementary and Alternative Health Care Practice and did not find any actions against Ms. Jarrett.

Massage Therapists must meet one of the following:

- Graduation from an institution or program in massage therapy that is accredited by an accrediting agency recognized by the United States Department of Education.
- Passing the Massage and Bodywork Licensing Examination (MBLEx) administered by the Federation of State Massage Therapy Boards (FSMTB), or the National Certification Exam for Therapeutic Massage (NCETM) or National Certification Exam for Therapeutic.

The City of Cottage Grove requires that proof of education/certification in compliance with our City Code be sent directly to us from the institution, program, or examining board. St. Paul College (235 Marshall Ave., St. Paul, MN 55102) forwarded Ms. Jarrett's records and they meet the requirements outlined in the City code.

## Recommendation

Authorize issuance of a Massage Therapist license to Ms. Stephanie Jarret for use at Whole Health Massage.

## Attachments

|    |                                          |
|----|------------------------------------------|
| 1. | Memo - Public Safety (Stephanie Jarrett) |
|----|------------------------------------------|



**To:** Director of Public Safety Peter J. Koerner  
**From:** Detective Sergeant Mike McCormick  
**Date:** August 14, 2023  
**Subject:** Massage Therapy License Application

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#### APPLICANT

Stephanie Ann Jarrett  
265 Dayton Avenue, Unit Z  
Saint Paul, MN 55102

#### PLACE OF APPLICATION

Whole Health Massage of Cottage Grove,  
8800 East Point Douglas Road South, Cottage Grove, MN 55016

#### BACKGROUND

On July 24, 2023, Jarrett made application with the City of Cottage Grove to operate as a licensed massage therapist at the business Whole Health Massage of Cottage Grove at the address of 8800 East Point Douglas Road South, Cottage Grove, MN 55016.

#### CRIMINAL/POLICE CONTACT

The applicant has signed a City of Cottage Grove general authorization and release of private data form. As such, we have completed a complete criminal history background check utilizing BCA, MGA, and CLEAR. I was unable to find any history of criminal case records, pertinent civil courts records or judgments and liens, nor did I observe any contacts with law enforcement for traffic violations for Jarrett.

#### CERTIFICATION

At the time of this background investigation this Investigator has not received any of the required documentation, as stated in Cottage Grove City Massage Therapist License Addendum (3-8-3 Massage Therapists: B.1. a-c), which states the applicant must require proof of at least one of the following:

- a. Graduation from an institution or program accredited by the Commission on Massage Therapy Accreditation (COMTA).
- b. Passing Results of Massage & Bodywork Licensing Examination (MBLEx) administered by the Federation of State Massage Therapy Boards.

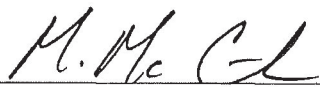
c. Certificate of Board Certification from the National Certification Board for Therapeutic Massage & Bodywork (NCBTMB).

In Jarrett's application she states that she holds a current massage license in the City of Saint Paul, MN. Although no documentation was provided, I did a valid National Provider Identification number of 1063119402, issued in Ramsey County, MN in 2022.

It should be noted, Jarrett did advise the City of Cottage Grove City Clerk that she is has asked her school to supply transcripts and/or proof of graduation. At the time of this background those items have not yet been received.

#### CONCLUSION

There are no negative comments, or mention, of Jarret, in the Complementary and Alternative Health Care Practice Disciplinary Actions site with the Minnesota Department of Health. No negative social media, or posts, observed by Jarrett. There was no information found that would preclude the applicant from working in the position of Massage Therapist in the City of Cottage Grove once all applicable documentation is received.



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Detective Sergeant Michael McCormick  
Background Investigator



## City Council Action Request

# 7.D.

|                      |                                                                                                                                         |    |                                              |
|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------|----|----------------------------------------------|
| Meeting Date         | 9/6/2023                                                                                                                                |    |                                              |
| Department           | Administration                                                                                                                          |    |                                              |
| Agenda Category      | Action Item                                                                                                                             |    |                                              |
| Title                | Massage Business License - Summer Spa, LLC                                                                                              |    |                                              |
| Staff Recommendation | Authorize issuance of a Massage Business License to Summer Spa, LLC located at 8471 East Point Douglas Rd. So., Cottage Grove MN 55016. |    |                                              |
| Budget Implication   | N/A                                                                                                                                     |    |                                              |
| Attachments          | <table border="1"><tr><td>1.</td><td>Memo - Massage Business-Therapy (Xiaomei Li)</td></tr></table>                                     | 1. | Memo - Massage Business-Therapy (Xiaomei Li) |
| 1.                   | Memo - Massage Business-Therapy (Xiaomei Li)                                                                                            |    |                                              |





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

**FROM:** Tammy Anderson

**DATE:** September 6, 2023

**RE:** Massage Business License - Summer Spa, LLC

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## **Discussion**

On August 8, 2023, Xiaomi Li submitted an application to open a licensed massage therapy business called Summer Spa LLC., located at 8471 East Point Douglas Road South in Cottage Grove. This area is zoned for mixed use and therefore complies with zoning requirements.

In addition to the requirements of Title 3, Chapter 1 of the City Code, all licensed massage businesses must comply with the following standards. Compliance with Minnesota Statutes, Chapter 146A, Complementary and Alternative Health Care Practices.

- Compliance with Standards of Practice published by the National Certification Board for Therapeutic Massage and Bodywork (NCBTMB), as they may be amended from time to time. Standards specific to the NCBTMB will only apply to individuals holding Board Certification with the NCBTMB.
- Massage business licenses are effective for the compact and contiguous space in the approved license application. A massage business license shall entitle the business to offer off-site therapeutic massage services at an event that is open to the general public, such as a fundraiser, community festival or other similar event, provided such services are performed by a licensed massage therapist employed by the business.
- A licensed massage business or massage therapist that fails to abide by the performance standards outlined by this subsection shall be grounds for suspension or revocation of the license.

## **Recommendation**

Authorize issuance of a Massage Business License to Summer Spa, LLC located at 8471 East Point Douglas Rd. So., Cottage Grove MN 55016.

## **Attachments**

|    |                                              |
|----|----------------------------------------------|
| 1. | Memo - Massage Business-Therapy (Xiaomei Li) |
|----|----------------------------------------------|



**To:** Director of Public Safety Peter J. Koerner  
**From:** Detective Nicholas Bailey  
**Date:** August 18, 2023  
**Subject:** Massage Business/Therapy License Application

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#### APPLICANT

Xiaomei Li  
8517 Titanium Circle  
Woodbury, MN 55129

#### PLACE OF APPLICATION

Summer Spa LLC.  
8471 East Point Douglas Rd. S., Cottage Grove, MN 55016

#### BACKGROUND

On August 1<sup>st</sup>, 2023, Xiaomei made application with the City of Cottage Grove to open massage business, Summer Spa LLC., located at 8471 East Point Douglas Rd. S., Cottage Grove, MN 55016. Xiaomei also made application with the City of Cottage Grove to operate as a licensed massage therapist at the business Summer Spa LLC., located at 8471 East Point Douglas Rd. S., Cottage Grove, MN 55016.

#### CRIMINAL/POLICE CONTACT

The applicant has signed a City of Cottage Grove general authorization and release of private data form. As such, we have completed a complete criminal history background check utilizing BCA, MGA, and CLEAR. I was unable to find any history of pertinent civil courts records or judgments and liens. I was unable to find any law enforcement contacts in Washington County records system, but did find a court record in MGA of a speeding citation that Xiaomei received on 07/19/2022 from MN State Patrol, in Oakdale, MN.

#### CERTIFICATION

At the time of this background investigation this Investigator had received from Xiaomei a certificate in massage therapy, from Atlanta University of Health Science, along with Xiaomei's official transcript from Atlanta University of Health Science. Cottage Grove City Massage Therapist License Addendum (3-8-3 Massage Therapists: B.1. a-c), states the applicant must require proof of at least one of the following:

- a. Graduation from an institution or program accredited by the Commission on Massage Therapy Accreditation (COMTA).
- b. Passing Results of Massage & Bodywork Licensing Examination (MBLEx) administered by the Federation of State Massage Therapy Boards.
- c. Certificate of Board Certification from the National Certification Board for Therapeutic Massage & Bodywork (NCBTMB).

In Xiaomei's application she states that she holds a current massage license in the City of Vadnais Heights, MN. I did check <https://www.health.state.mn.us/facilities/providers/compalt/dispaactions.html> and did not find any disciplinary actions taken on Xiaomei, or the massage business, Maple Leaf Spa, where Xiaomei is a licensed therapist at.

#### CONCLUSION

There are no negative comments, or mention, of Xiaomei, in the Complementary and Alternative Health Care Practice Disciplinary Actions site with the Minnesota Department of Health. No negative social media, or posts, observed by Xiaomei. There was no information found that would preclude the applicant from working in the position of Massage Therapist in the City of Cottage Grove.



Detective Nicholas Bailey  
Background Investigator



## City Council Action Request

# 7.E.

|                             |                                                                                                                                        |    |                                              |
|-----------------------------|----------------------------------------------------------------------------------------------------------------------------------------|----|----------------------------------------------|
| <b>Meeting Date</b>         | 9/6/2023                                                                                                                               |    |                                              |
| <b>Department</b>           | Administration                                                                                                                         |    |                                              |
| <b>Agenda Category</b>      | Action Item                                                                                                                            |    |                                              |
| <b>Title</b>                | Massage Therapy License - Xiaomei Li                                                                                                   |    |                                              |
| <b>Staff Recommendation</b> | Authorize issuance of a Massage Therapist License to Xiaomei Li for work at Summer Spa, located at 8471 East Point Douglas Road South. |    |                                              |
| <b>Budget Implication</b>   | N/A                                                                                                                                    |    |                                              |
| <b>Attachments</b>          | <table border="1"><tr><td>1.</td><td>Memo - Massage Business-Therapy (Xiaomei Li)</td></tr></table>                                    | 1. | Memo - Massage Business-Therapy (Xiaomei Li) |
| 1.                          | Memo - Massage Business-Therapy (Xiaomei Li)                                                                                           |    |                                              |



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

**FROM:** Tammy Anderson

**DATE:** September 6, 2023

**RE:** Massage Therapy License - Xiaomei Li

---

## Discussion

On August 8, 2023 Xiaomei Li applied to operate as a licensed massage therapist at a new business named Summer Spa, LLC located at 8471 East Point Douglas Rd. So., Cottage Grove MN 55016.

The Public Safety Department conducted a background investigation of Ms. Li and did not find anything that would constitute a basis for denial of the application. I searched for the disciplinary actions posted by the MN Department of Health Office of Unlicensed Complementary and Alternative Health Care Practice and did not find any actions posted against Ms. Li.

It is required that applicants must meet one of the following:

- Graduation from an institution or program in massage therapy that is accredited by an accrediting agency recognized by the United States Department of Education.
- Passing results of the Massage and Bodywork Licensing Examination {MBLEx} administered by the Federation of State Massage Therapy Boards {FSMTB}, or the National Certification Exam for Therapeutic Massage {NCETM}.

The City of Cottage Grove requires that proof of education/certification in compliance with our City Code be sent directly to us from the institution, program, or examining board. Ms. Li has recently completed her certificate and her records were sent from Atlanta University of Health Science, along with an official transcript. This meets the ordinance requirement outlined above.

## Recommendation

Authorize issuance of a Massage Therapist License to Xiaomei Li for work at Summer Spa, located at 8471 East Point Douglas Road South.

## Attachments

|    |                                              |
|----|----------------------------------------------|
| 1. | Memo - Massage Business-Therapy (Xiaomei Li) |
|----|----------------------------------------------|





**To:** Director of Public Safety Peter J. Koerner  
**From:** Detective Nicholas Bailey  
**Date:** August 18, 2023  
**Subject:** Massage Business/Therapy License Application

---

#### APPLICANT

Xiaomei Li  
8517 Titanium Circle  
Woodbury, MN 55129

#### PLACE OF APPLICATION

Summer Spa LLC.  
8471 East Point Douglas Rd. S., Cottage Grove, MN 55016

#### BACKGROUND

On August 1<sup>st</sup>, 2023, Xiaomei made application with the City of Cottage Grove to open massage business, Summer Spa LLC., located at 8471 East Point Douglas Rd. S., Cottage Grove, MN 55016. Xiaomei also made application with the City of Cottage Grove to operate as a licensed massage therapist at the business Summer Spa LLC., located at 8471 East Point Douglas Rd. S., Cottage Grove, MN 55016.

#### CRIMINAL/POLICE CONTACT

The applicant has signed a City of Cottage Grove general authorization and release of private data form. As such, we have completed a complete criminal history background check utilizing BCA, MGA, and CLEAR. I was unable to find any history of pertinent civil courts records or judgments and liens. I was unable to find any law enforcement contacts in Washington County records system, but did find a court record in MGA of a speeding citation that Xiaomei received on 07/19/2022 from MN State Patrol, in Oakdale, MN.

#### CERTIFICATION

At the time of this background investigation this Investigator had received from Xiaomei a certificate in massage therapy, from Atlanta University of Health Science, along with Xiaomei's official transcript from Atlanta University of Health Science. Cottage Grove City Massage Therapist License Addendum (3-8-3 Massage Therapists: B.1. a-c), states the applicant must require proof of at least one of the following:

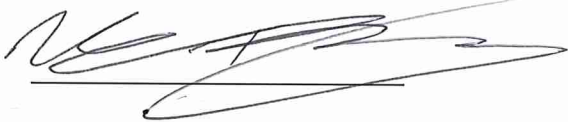


- a. Graduation from an institution or program accredited by the Commission on Massage Therapy Accreditation (COMTA).
- b. Passing Results of Massage & Bodywork Licensing Examination (MBLEx) administered by the Federation of State Massage Therapy Boards.
- c. Certificate of Board Certification from the National Certification Board for Therapeutic Massage & Bodywork (NCBTMB).

In Xiaomei's application she states that she holds a current massage license in the City of Vadnais Heights, MN. I did check <https://www.health.state.mn.us/facilities/providers/compalt/dispaactions.html> and did not find any disciplinary actions taken on Xiaomei, or the massage business, Maple Leaf Spa, where Xiaomei is a licensed therapist at.

#### CONCLUSION

There are no negative comments, or mention, of Xiaomei, in the Complementary and Alternative Health Care Practice Disciplinary Actions site with the Minnesota Department of Health. No negative social media, or posts, observed by Xiaomei. There was no information found that would preclude the applicant from working in the position of Massage Therapist in the City of Cottage Grove.



Detective Nicholas Bailey  
Background Investigator



# City Council Action Request

## 7.F.

**Meeting Date** 9/6/2023

**Department** Community Development

**Agenda Category** Action Item

**Title** Rental License Approvals

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

**Budget Implication** N/A

**Attachments**

|    |                                 |
|----|---------------------------------|
| 1. | Rental License Approval CC Memo |
| 2. | Rental License Approvals Table  |

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

**FROM:** Samantha Drewry, Code Enforcement Officer

**DATE:** August 29, 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 - SEPTEMBER 6, 2023**

| RENTAL LICENSE<br>NUMBER | PROPERTY<br>STREET # | PROPERTY STREET NAME   | PROPERTY OWNER   |
|--------------------------|----------------------|------------------------|------------------|
| RENT-001765              | 6717                 | PINE CREST TRAIL SOUTH | Segui, Guillermo |
| RENT-001871              | 9276                 | INDIAN BLVD S          | Borst, Gary      |



## City Council Action Request

# 7.G.

|                      |                                                                                                        |    |                               |
|----------------------|--------------------------------------------------------------------------------------------------------|----|-------------------------------|
| Meeting Date         | 9/6/2023                                                                                               |    |                               |
| Department           | Community Development                                                                                  |    |                               |
| Agenda Category      | Action Item                                                                                            |    |                               |
| Title                | Planning Commission Appointment                                                                        |    |                               |
| Staff Recommendation | Appoint Pradeep Bhat to fill an unexpired term on the Planning Commission ending on February 28, 2025. |    |                               |
| Budget Implication   | N/A                                                                                                    |    |                               |
| Attachments          | <table border="1"><tr><td>1.</td><td>PC Appointment (Bhat) CC Memo</td></tr></table>                   | 1. | PC Appointment (Bhat) CC Memo |
| 1.                   | PC Appointment (Bhat) CC Memo                                                                          |    |                               |

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

**FROM:** Tony Khambata, City Councilmember

**DATE:** August 28, 2023

**RE:** Planning Commission Appointment

---

## **Background**

Commissioner Jerret Wright resigned in May 2023 as he was relocating out of Cottage Grove, leaving a vacancy on the Planning Commission. Wright's term expires on February 28, 2025.

Planning Commission Chair Frazier and I interviewed Pradeep Bhat for this vacant seat on August 10, and are recommending his appointment to serve his first term on the Planning Commission. His qualifications include being involved with research, planning, and execution that can help reach well informed decisions.

## **Recommendation**

Appoint Pradeep Bhat to fill an unexpired term on the Planning Commission ending on February 28, 2025.



# City Council Action Request

7.H.

|                      |                                                                                                                                                       |    |                                                                                               |
|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|----|-----------------------------------------------------------------------------------------------|
| Meeting Date         | 9/6/2023                                                                                                                                              |    |                                                                                               |
| Department           | Public Safety                                                                                                                                         |    |                                                                                               |
| Agenda Category      | Action Item                                                                                                                                           |    |                                                                                               |
| Title                | Agreement for Professional Services from LE-AST Services                                                                                              |    |                                                                                               |
| Staff Recommendation | Authorize executing the agreement for professional services with LE-AST Services.                                                                     |    |                                                                                               |
| Budget Implication   | N/A                                                                                                                                                   |    |                                                                                               |
| Attachments          | <table border="1"><tr><td>1.</td><td>2023 LEAST Services Counseling Professional Services Agreement with Cottage Grove.<br/>8-17-23</td></tr></table> | 1. | 2023 LEAST Services Counseling Professional Services Agreement with Cottage Grove.<br>8-17-23 |
| 1.                   | 2023 LEAST Services Counseling Professional Services Agreement with Cottage Grove.<br>8-17-23                                                         |    |                                                                                               |



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

**FROM:** Pete Koerner

**DATE:** September 6, 2023

**RE:** Agreement for Professional Services from LE-AST Services

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## Discussion

Cottage Grove Public Safety continues to budget for mandatory yearly neck up checkups for all sworn officers and next year's budget will include funds for mandatory neck up checkups for full-time fire department personnel. We have revised our professional services agreement with LE-AST Services, and we want to renew their contract for another year.

LE-AST Services began providing critical incident/mental health services for our officers in 2018 and we are adding yearly mental health check-ins to their professional services agreement. The agreement has been reviewed and approved by City Attorney Kori Land. Scott Marks of LE-AST Services has also reviewed and signed the agreement for professional services.

## Recommendation

Authorize executing the agreement for professional services with LE-AST Services.

## Attachments

|    |                                                                                               |
|----|-----------------------------------------------------------------------------------------------|
| 1. | 2023 LEAST Services Counseling Professional Services Agreement with Cottage Grove.<br>8-17-23 |
|----|-----------------------------------------------------------------------------------------------|



PROFESSIONAL SERVICES AGREEMENT  
WITH LEAST SERVICES/COUNSELING LLC

Contract Number\_\_\_\_\_

Contractor SSN or Federal ID Number 45-5313928

**I. OPENING PARAGRAPH**

This Professional Services Agreement (“Agreement”) is made and executed this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of COTTAGE GROVE, a Minnesota municipal corporation (the “City”) and LEAST Services/Counseling LLC, a Minnesota limited liability company (the “Contractor”) for services to be provided under the terms of this Agreement.

**II. RECITALS**

WHEREAS, the Contractor is a Minnesota limited liability company focused on counseling services for incidents involving the City’s Department of Public Safety’s employees;

WHEREAS, the Contractor represents that it has the requisite skills to assist the City’s Department of Public Safety employees, officials, contractors, and agents and policy makers in providing psychological services including counseling, consultation, and training;

WHEREAS, the City believes that the provision of Contractor’s Professional Services to the City’s Department of Public Safety promotes public health, safety, morals, and the general welfare;

WHEREAS, the City desires to engage the Professional Services of the Contractor, and the Contractor desires to assist the City with its Professional Services; and

WHEREAS, the parties wish to set forth in writing the terms and conditions of this Agreement.

NOW, THEREFORE, in return for the mutual agreements set forth below, the parties agree as follows:

## **AGREEMENT**

### **III. SCOPE OF AGREEMENT**

LEAST Services/Counseling agrees to provide psychological services including counseling, consultation, and training to the City's Department of Public Safety. Examples of this service include:

- Provide confidential counseling services to the City's Department of Public Safety employees seeking assistance for stress related mental health issues that may affect work performance;
- Provide training to the City's Department of Public Safety related to/and intended to promote the psychological and emotional health of the City's Department of Public Safety employees;
- Respond, when requested and available, to incidents identified by the City's Department of Public Safety supervisory personnel as critical incidents;
- Respond when requested and available, to support and advise the Crisis Intervention Team/Negotiators of the City's Department of Public Safety;
- Periodically perform ride along with the City's Department of Public Safety employees; and
- Any other services mutually agreed upon in writing between the parties.

Confidential services will be provided at a location agreed upon by the City's Department of Public Safety employee and Contractor.

The Contractor shall provide the required personnel and related support services to effectively and efficiently provide its Professional Services.

### **IV. COMPENSATION**

#### **1. Counseling, Consultation, and Other General Work**

- a. The Contractor shall be compensated at a rate of \$145.00 per hour for counseling and other general work.
- b. Retainer Fee: The Contractor will be compensated \$180 per month for providing Professional Services and for being available outside of normal business hours. This compensation is separate from any time spent responding to incidents where travel and crisis response is requested, or substantial time on the phone is requested.

#### **2. Mental Health Check-Ups**

- a. The Contractor shall be compensated at a rate of \$140 per hour for Mental Health Check-Ups
- b. Administrative Fee: The Contractor shall be compensated Administrative Fees for consultation, scheduling, and related work at a rate of \$250 annually for thirty-four staff or less, or \$350 annually for thirty-five staff or more. This compensation is separate from the hourly Mental Health Check-Ups rate. The

Administrative Fee shall be waived for Cities contracted with On-Call Services in accordance with Section IV, 1, b.

**3. Training**

- a. \$190 per hour for mental health-related training.

**4. Mileage and Drive Time**

- a. Contractor travel shall be compensated at the current Federal IRS mileage rate.
- b. Contractor travel shall be compensated at a rate of \$25 per hour.

**5. Total Compensation:**

The total compensation under this Agreement for Professional Services (including reimbursement expenses) shall not exceed \$10,000 per 12-month period. Any expenses for supplies over \$50.00 per month must be approved in advance by the City's Department of Public Safety. Receipts shall be provided to the City for all expenses for which reimbursement is sought. The Contractor shall be required to submit a monthly work time report to the City's Department of Public Safety by the 15th of each month.

The City will honor no claim for services not specified in this Agreement.

**V. RECORDS**

The Contractor shall maintain such records as are deemed necessary by the City to insure that the Professional Services are provided as represented by the Contractor. The Contractor shall maintain the records in a manner that insures confidentiality to service recipients; however the Contractor shall provide disclosure of identities to the City or a third party if so required by law or regulation. All reports provided to the Contractor shall be securely maintained in locked file drawers or a locked room.

**VI. EXCHANGE OF INFORMATION**

The Contractor acknowledges that the City may withhold information, data, or reports when the release of such information could compromise an ongoing criminal or civil investigation, when it contains information regarding child sexual abuse or juvenile offenders, or when dissemination is prohibited by law or regulation.

The Contractor agrees that it will not distribute City Department reports to any third party, except the following: COTTAGE GROVE City Attorney's Office, Washington County Attorney's Office, and Washington County Probation Office. The Contractor further agrees that it will not provide copies of City Department reports to victims or offenders and will refer any individual or entity that requests such information to the City Department. The Contractor agrees that it will not attach a City Department report to an Order for Protection. The Contractor's use of City Department reports for training or technical assistance must be pre-approved in writing by the City's Chief of Police, and Contractor's usage of such reports must be consistent with the requirements of any applicable local, state, or federal law, rule, or regulation.

## **VII. EFFECTIVE DATE AND TERMINATION DATE**

This Agreement shall be in full force and effect from the date written in the initial paragraph of this agreement and shall continue through December 31, 2024, unless otherwise extended by the City's Department of Public Safety or terminated earlier under Paragraph XVII, Cancellation.

## **VIII. ENTIRE AGREEMENT**

The entire agreement of the parties is contained in this document, Exhibit A, and any addenda or amendments signed by the parties. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter of this Agreement. This Agreement is valid only when signed by both parties.

## **IX. SUBSTITUTIONS AND ASSIGNMENTS**

Professional Services by the Contractor will be performed by the Contractor. Upon the prior written approval of the City, the Contractor may substitute or assign the performance of the Professional Services. Said prior written approval must be evidenced by a written amendment of this Agreement signed by the City and the Contractor.

## **X. CONTRACT ADMINISTRATION**

All provisions of this Agreement shall be coordinated and administered by the persons identified in Paragraph XVIII, Notices.

## **XI. AMENDMENTS**

No amendments may be made to this Agreement after signing by the parties, except for extensions of time, increases in compensation, or increases or reduction of the Professional Services. All amendments shall be in writing, signed by the City and the Contractor.

## **XII. INDEPENDENT CONTRACTOR**

It is agreed that Contractor, its employees, officers, agents, and assignees, will act as an independent contractor and acquire no rights to tenure, workers' compensation benefits, unemployment compensation benefits, medical and hospital benefits, sick and vacation leave, severance pay, pension benefits, or other rights or benefits offered to employees of the City.

## **XIII. CONTRACTORS INSURANCE**

The Contractor shall maintain the insurance coverage as set forth in **Exhibit A** during the term of this Agreement.

#### **XIV. DATA PRACTICES**

Data and information provided to Contractor under this Agreement or through the provision of services for the City under this Agreement shall be administered in accordance with Minnesota Statutes, Chapter 13, and all data on individuals shall be maintained in accordance with all applicable laws, rules, and regulations.

#### **XV. DISCRIMINATION**

The Contractor agrees not to discriminate in providing Professional Services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion. Violation of any this section may lead to immediate termination of this Agreement.

#### **XVI. APPLICABLE LAW**

The law of the State of Minnesota shall govern all interpretations of this Agreement, and the appropriate venue and jurisdiction for any litigation which may arise under the Agreement will be in and under those courts located within the State of Minnesota, regardless of the place of business, residence or incorporation of the Contractor.

#### **XVII. CANCELLATION**

This Agreement may be terminated by either party at any time with or without cause, upon thirty days written notice. In that case, City shall only pay on a pro rata basis for Professional Services rendered in accordance with this Agreement prior to the termination date.

#### **XVIII. NOTICES**

Any notice, approval, or demand authorized or required under this Agreement shall be in writing and shall be sent by U.S. first class mail to the other party as follows:

To the Contractor: LEAST Services/Counseling LLC  
Scott Marks MSW, LICSW  
PO Box 1742  
Minnetonka, MN 55345

To the City: City of Cottage Grove  
12800 Ravine Pkwy S  
Cottage Grove, MN 55016  
Attention: Director of Public Safety

## **XIX. CONFLICT OF INTEREST/CODE OF ETHICS**

The Contractor shall use best efforts to meet all professional obligations to avoid conflicts of interest and appearances of impropriety. In the event of a conflict, the Contractor, with the consent of the City, shall arrange for suitable alternative representation. It is the intent of the Contractor to refrain from handling matters for any other person or entity that may pose a conflict of interest, or may not be in the best interests of the City.

The Contractor agrees that it will not represent any other party or other client which may create a conflict of interest in its work with the City. If Contractor is unclear whether a conflict of interest exists, Contractor will immediately contact the Department to request an interpretation.

The Contractor agrees to be bound by the State of Minnesota's Code of Ethics. Contractor certifies that to the best of its knowledge all employees participating in this Agreement will comply with this Code. It is agreed by the parties that any violation of the Code of Ethics may be grounds for the termination of this Agreement.

## **XX. INDEMNIFICATION**

1. Consultant and City each agree to 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 Consultant and City, they shall be borne by each party in proportion to its own negligence.
2. Consultant shall indemnify City against legal liability for damages arising out of claims by Consultant's employees. City shall indemnify Consultant against legal liability for damages arising out of claims by City's employees.

[The rest of this page was left blank intentionally.]

IN WITNESS WHEREOF, by attaching my signature below I represent that I have the requisite authority to enter into this Agreement on behalf of the City of Cottage Grove or LEAST Services/Counseling LLC and have executed this Professional Services Agreement effective as of the date written in the initial paragraph of this Agreement.

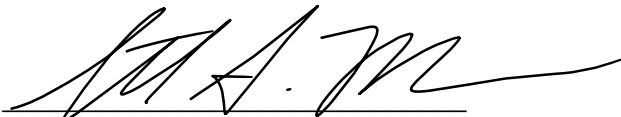
**CITY OF COTTAGE GROVE**

By: \_\_\_\_\_  
Myron Bailey, Mayor

By: \_\_\_\_\_  
Tamara Anderson, City Clerk

Date: \_\_\_\_\_

**CONSULTANT**

By:  \_\_\_\_\_  
Scott Marks, Owner LEAST SERVICES/COUNSELING LLC

Date: 8/1/2023

EXHIBIT A  
Insurance Requirements

**General Liability:**

|             |                                    |
|-------------|------------------------------------|
| \$1,000,000 | Each Occurrence                    |
| \$1,000,000 | Personal Injury/Advertising Injury |
| \$2,000,000 | Annual Aggregate                   |
| \$5,000     | Medical Payments (optional)        |

**Workers' Compensation:**

|           |               |
|-----------|---------------|
| \$100,000 | Each Accident |
| \$500,000 | Policy Limit  |
| \$100,000 | Each Disease  |

Statutory Limits Apply

These Workers' Compensation requirements listed herein are not mandatory until and unless the Contractor hires an employee or is otherwise required by law to provide workers' compensation insurance.

**Umbrella/Excess Liability:**

\$1,000,000 Each Occurrence and Annual Aggregate





# City Council Action Request

7.I.

|                             |                                                                                                                                                                  |
|-----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Meeting Date</b>         | 9/6/2023                                                                                                                                                         |
| <b>Department</b>           | Public Safety                                                                                                                                                    |
| <b>Agenda Category</b>      | Action Item                                                                                                                                                      |
| <b>Title</b>                | Authorization to Order 2024 Squads                                                                                                                               |
| <b>Staff Recommendation</b> | Authorize Public Safety to order two 2024 Dodge Durango's now, and four 2024 Ford Explorer's in 2023 during the state contract pricing vehicle ordering windows. |
| <b>Budget Implication</b>   | Within proposed 2024 budget.                                                                                                                                     |
| <b>Attachments</b>          | None                                                                                                                                                             |



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

**FROM:** Pete Koerner

**DATE:** September 6, 2023

**RE:** Authorization to Order 2024 Squads

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## **Discussion**

### **Introduction/Justification**

In 2024 budget preparations, the police department proposed ordering six patrol squads, per our replacement schedule. With each new squad, including set-up, costing \$90,000.00, we requested a total of \$540,000.00 in equipment replacement.

The department typically orders patrol vehicles through Dodge and Ford at a state contracted price. The supply of vehicles that are available by dealerships are sold at a retail pricing, which is thousands of dollars higher than the pricing that we receive under the state contract. Starting with 2024 orders, Dodge and Ford require a purchase order from a government agency to accompany the vehicle order form when ordering police vehicles. The state contract opened for Dodge vehicle orders on 8-9-2023 and it is unknown how long the window will remain open. We are currently requesting authorization to order two 2024 Dodge Durango's on the state contracting price while the window is still open, but we can still cancel the order if necessary.

The remaining four 2024 squads will be ordered through Ford, but the contract pricing has not been established yet and they have not yet announced the order window for the 2024 Explorers. When the order window opens, it will likely have the same limited timeline with an unknown end date. We anticipate having to order Ford Explorers prior to the settlement of the 2024 budget as well.

To ensure we pay the lowest available price for the vehicle, it is important that we order our vehicles during the state contract pricing ordering window. If we do not place our orders during these windows, we likely will not have the ability to purchase vehicles until the following year, which could potentially throw off our scheduled replacement of the patrol fleet.

The contract pricing plus setup will be within the budget amount of \$540,000.00. The squads will not be delivered until 2024.

## **Recommendation**

Authorize Public Safety to order two 2024 Dodge Durango's now, and four 2024 Ford Explorer's in 2023 during the state contract pricing vehicle ordering windows.

## **Attachments**

None



## City Council Action Request

**7.J.**

|                      |                                                                                                                                                                                                                            |    |                                                     |
|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|-----------------------------------------------------|
| Meeting Date         | 9/6/2023                                                                                                                                                                                                                   |    |                                                     |
| Department           | Public Safety                                                                                                                                                                                                              |    |                                                     |
| Agenda Category      | Action Item                                                                                                                                                                                                                |    |                                                     |
| Title                | Resolution 2023-116 Opting to Cease Participation in the Statewide Volunteer Firefighter Plan                                                                                                                              |    |                                                     |
| Staff Recommendation | Adopt Resolution 2023-116, terminating participation in the Statewide Volunteer Firefighter Plan effective Dec. 31, 2023 and affirming the administrative dissolution of the Cottage Grove Firefighter Relief Association. |    |                                                     |
| Budget Implication   | N/A                                                                                                                                                                                                                        |    |                                                     |
| Attachments          | <table border="1"><tr><td>1.</td><td>Resolution Cease Participation in SVF Plan 9-6-2023</td></tr></table>                                                                                                                 | 1. | Resolution Cease Participation in SVF Plan 9-6-2023 |
| 1.                   | Resolution Cease Participation in SVF Plan 9-6-2023                                                                                                                                                                        |    |                                                     |



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

**FROM:** Pete Koerner, Brenda Malinowski

**DATE:** September 6, 2023

**RE:** Resolution 2023-116 Opting to Cease Participation in the Statewide Volunteer Firefighter Plan

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## Discussion

In 2020, the Minnesota legislature adopted Minnesota Statutes, Section 424B.22 to provide the exclusive method for terminating firefighter retirement plans and dissolving Fire Relief Associations. Section 424B.22 provides both a voluntary and involuntary dissolution process. In the last year, fire has been reviewing staffing and we found cities have dissolved their fire relief association. Some cities dissolved and went to a PERA Coordinated plan. They were able to utilize the fire relief aid for funding of the part-time firefighters.

The City of Cottage Grove has explored an option to dissolve the Fire Relief Association, which would provide a payout to all current and past part-time Fire Department members with 12 service credits, prior to age 50 and without tenure requirement.

The Cottage Grove Fire Department (CGFD) has experienced several years of increased call volume and had not increased staffing to meet this demand for service. Demand for service continues to grow along with the City of Cottage Grove, and the Fire Department remains committed to delivering excellent service, cost-effectively, to meet the needs of the community. Our delivery model has evolved with many changes, including transitioning from police/paramedic to a fire-based model, implementing duty crews and our current Central Fire Station response model. We are evaluating our current model (3 full-time admin, 12 full-time firefighter/paramedics and identifying the needed number of part-time firefighters). We have proposed adding an additional 3 full-time firefighter/paramedics in April of 2024 and this was included in our preliminary 2024 budget.

Cottage Grove remains committed to recruiting and retaining part-time firefighters and to maintaining a true combination department. The City is not immune from national and local trends toward fewer qualified candidates and more turnover of current part-time employees. With the full support of the City, the CGFD has taken many steps to stimulate recruiting and retention of part-time firefighters, including:

- Wage increase of over 20% over three years, and inclusion of part-time firefighters in City cost of living adjustments (COLA)
- Parallel increase in retirement benefits for part-time firefighters, current and planned
- Reduction in the required monthly shifts to 36 hours (3 shifts) per month
- Reduction in the requirement for off-shift training to a minimum of four training sessions per year

In 2017, the Cottage Grove Fire Relief Association transitioned from a Fire Relief Association run pension fund to the Minnesota Statewide Volunteer Firefighter (SVF) Plan administered by PERA. While the transition was approved, the Fire Relief Association did not update their by-laws as required. They still

follow the board that includes the City Administrator, Finance Director, Fire Chief and two Relief members.

### Discussion

On June 5, 2023, we met with a majority of the part-time firefighters. We stressed to them that we are committed to the part-time firefighters (combination model), and they are a critical component to our delivery model and staffing.

The City of Cottage Grove currently has the authorized staff of 3 full-time admin (command and fire marshal), 12 full-time firefighter/paramedics and 40-50 part-time firefighter/EMTs/paramedics. The actual roster of part-time firefighters has long been below 50 due to availability, and a more typical roster is 25-35 personnel ready for duty.

A review of the last five years of hours worked shows that even with an increase in demand, part-time staff have left shifts unfilled. The chart below shows the continued decline in part-time staffing hours worked, even though the amount of budgeted hours has not decreased.

| Year | Hours Worked |
|------|--------------|
| 2018 | 26,335.35    |
| 2019 | 28,171.15    |
| 2020 | 24,627.20    |
| 2021 | 23,627.20    |
| 2022 | 20,266.32    |

During the staffing plan journey, we identified the need for clear expectations and the need to evaluate the current commitment requirements.

- What are the needed hours for staffing
- Minimum hours/response distance/call backs
- Training commitments
- Supervision opportunities
- Equipment and gear
- Work life balance
- Positive Culture

The City of Cottage Grove values the part-time fire team and is therefore exploring a more robust part-time recruitment and retention system. In an effort to more clearly understand what factors may influence our part-time members, we asked them to complete a survey.

After discussing options, the members were given a survey. The first question was are you supportive of the dissolution and payout offer? Nineteen (19) members voted “yes”, and six (6) members voted “no”. Members were also asked to “rank the following in order of importance to you with 1 being most important and 8 being least important.” The following is the ranking:

1. Higher hourly pay
2. Experience pay (higher hourly rate for every 5 years of service)
3. Bonus pay for every quarter in good standing
4. Emergency shift-pick-up bonus
5. Reduced hourly requirement/no all-call quota

6. A part-time to full-time opportunity training system
  7. Contributions to employee benefits
  8. Professional development and training opportunities
- (\* Options 3, 4, 5, and 6 are all within 0.67 points average ranking)

Having the survey results and feedback from members, we have updated the job description and our participation requirements after meetings with members. We believe these changes will assist with retention and recruitment. To enhance recruitment, we are planning on hiring EMTs with no experience and providing fire fighter I and II certification training. The residency and response distance were also removed.

We updated the minimum requirements:

- High School Diploma or General Equivalency Degree (GED)
- Maintain a valid driver's license
- 18 years of age or older
- Ability to meet the physical requirements of the position
- Firefighter 1 certification (or obtain within 1 year of employment – department paid)
- Firefighter 2 certification (or obtain within 1 year of employment – department paid)
- National Registry of Emergency Medical Technicians (NREMT) certified
- Ability to meet the minimum time commitment
- Non-smoker

Participation requirements:

- Hour requirements – 36 hours
- Higher hourly wage (proposed for 2024)
- Experience Pay
- Call Back Bonus Pay
- Reduce call-back quota – lowered to 20%
- No residency requirement or distance requirements)
- Public Event requirements defined
- Host or provide fire certification training (within one year of hire)

We did meet with members on August 29, 2023 and presented the updated job description and participation requirements. Members were in favor and provided good feedback. Prior to implementing the new requirements, staff will be working together to clarify items. There are still unknowns on leadership opportunities. The lieutenant position remains through this year. With a new Fire Chief at the end of year and possible changes with command staff, leadership opportunities will be discussed further. Members wished to have further conversations.

Along with retention efforts, we have a robust recruitment plan that includes:

- Kick off during Fire Prevention Week
- Recruitment Video
- Recruitment Flyer
- College and High School Visits
- Advertise through different fire associations
- Word of mouth (recruitment bonus)
- Streamline Process
- Application On-Line

- On-Boarding and Field Training process

We are also revamping our round table policy to ensure engagement that represents all members and ranks. The round table members can be a valuable part of retention and recruitment.

With two meetings with members and numerous conversations, we have been open and transparent with members. We have received positive comments for our engagement and communication with members. We will be sending a letter to all retired/non-active staff to give them time to prepare for the distribution.

### **Financial Implications**

All expenditures and revenue for the new combination model have been included in the 2024 Budget including the Fire State Aid (often referred to as 2% funding) currently in the amount of \$225,000. These funds can be used for both part-time and full-time staffing. The City would not receive the Supplemental Fire State Aid, in the amount of \$43,000 since these funds currently can only be appropriated by DOR to participants in the SVP Plan or with a volunteer firefighter relief association.

### **SVF Plan Dissolution Process**

The dissolution process of the SVF Plan begins with the adoption of the Dissolution Resolution. The resolution must list the dissolution date (December 31<sup>st</sup>) and include the benefit level. The benefit level has been included at the State maximum amount of \$15,000 since there are sufficient pension assets to pay based on this benefit level. The resolution must be delivered to PERA SVF 90 days prior to the dissolution date.

Per MN Statute 353G.18, steps that PERA will complete after they receive the resolution:

- PERA will consider all departing firefighter vested in the plan as of the termination date.
- PERA will place pension assets in low-risk investments until the termination date.
- PERA will determine the present value for each departing firefighter under 50 years of age (Current assumption is 6%)
  - Departing firefighters are the fire departments active and deferred SVF members who have not yet been paid their SFV Plan benefit under the CG SVF Plan.
- PERA will determine if there are sufficient pension assets to terminate the Plan.
  - PERA has completed preliminary estimates that have determined that there are sufficient pension assets to pay the current departing firefighters at the State maximum benefit level of \$15,000 (present value for members less than 50) and the deferred SVF members at the approved benefit level when they left employment (present value for members less than 5).
- PERA will determine if there are excess pension assets to be allocated to the departing firefighters.
  - As part of these preliminary estimates, there will be excess pension assets that will be allocated to the departing firefighters in the same proportion as the first allocation of pension assets.
- PERA will send a SVF Benefit Application to the Fire Chief. The Fire Chief will distribute and collect this application from all members.

The departing firefighters in the SVF Plan will complete these steps as part of the dissolution process.

- Complete the SVF Benefit Application.
  - The departing firefighters will need to determine if they want to take a direct payout or roll over their benefit to another tax-qualified account.
    - During the meeting on August 30<sup>th</sup>, information regarding these options was presented to the group. There were not many questions regarding these options at this time.
    - Members were encouraged to discuss option with a financial advisor.



- A representative from PERA SVF has offered to prepare a Q&A Guide for the members, or the representative from PERA SVF has offered to attend a meeting in person or virtually with the members in October to answer any questions. The members at the meeting will reach out to let us know if they would like to schedule a meeting with the PERA SVF representative.

- The SVF Benefit Application will be due to the Fire Chief by the beginning of December or earlier if possible.
- The Fire Chief will deliver the applications to PERA.

After the termination date, PERA SVF will determine the final pension assets and distribute the pension assets to the members based on their applications. Typically, the distribution will occur in February based on the December termination.

### **PERA Coordinated Plan**

All PT firefighters would be enrolled in the PERA Coordinated plan when hired back. The current plan includes:

- Defined Benefit Pension Plan (Note SVF was a lump-sum defined benefit pension plan)
- Employer and Employee Contributions as set by State (Currently 7.5% and 6.5%)
- Vested after 3 years (became 3 years in this year's legislative session)
- Service Credit for each month that you are compensated
- Retirement Benefits
- Partial benefits beginning at 55. Full retirement matches social security but no later than 66.
- Benefits based on high-five salary and years of service.

## **Recommendation**

Adopt Resolution 2023-116, terminating participation in the Statewide Volunteer Firefighter Plan effective Dec. 31, 2023 and affirming the administrative dissolution of the Cottage Grove Firefighter Relief Association.

## **Attachments**

|    |                                                     |
|----|-----------------------------------------------------|
| 1. | Resolution Cease Participation in SVF Plan 9-6-2023 |
|----|-----------------------------------------------------|

**CITY OF COTTAGE GROVE  
CITY COUNCIL  
RESOLUTION NO. 2023-116**

**RESOLUTION OPTING TO CEASE PARTICIPATION IN THE STATEWIDE VOLUNTEER  
FIREFIGHTER PLAN**

WHEREAS, the City of Cottage Grove Fire Department is ongoing, however, the Fire Department will cease using the services of all volunteer firefighters as of the Termination Date, as defined below; and

WHEREAS, the City's account has assets sufficient to cover all liabilities, after taking into account the requirement to fully vest and to determine the present value of all departing firefighters' benefits and pay administrative expenses; and therefore

WHEREAS, the City is eligible to terminate its participation in the Statewide Volunteer Firefighter Plan administered by the Public Employees Retirement Association ("PERA"); and

WHEREAS, the benefit level for the City's account will be \$15,000 per year of service effective on the termination date, which shall be December 31, 2023 ("Termination Date"), which will be 90 days after this Resolution has been provided to PERA; and

WHEREAS, active member service credit ends when active service ends, not as of the Termination Date, if later; and

WHEREAS, the Cottage Grove Firefighter Relief Association ("Relief Association") previously provided retirement relief and other benefits to its firefighter members and their dependents; and

WHEREAS, the Relief Association was administratively dissolved by the Minnesota Secretary of State and is no longer an active corporation in the State of Minnesota and the City Council has no intention to request that it be reactivated or reestablished.

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

1. The City Council hereby approves to terminate participation in the Statewide Volunteer Firefighter Plan and cease the coverage by the Plan of its former firefighters; and
2. The City's Termination Date is December 31, 2023; and
3. The City Council hereby affirms the Cottage Grove Firefighter Relief Association's administrative dissolution and further provides that no action will be taken by the City to reestablish or reactivate the Cottage Grove Firefighter Relief Association.

Passed this 6<sup>th</sup> day of September 2023.

\_\_\_\_\_  
Myron Bailey, Mayor

Attest:

\_\_\_\_\_  
Tamara Anderson, City Clerk



# City Council Action Request

**7.K.**

**Meeting Date** 9/6/2023

**Department** Parks and Recreation

**Agenda Category** Action Item

**Title** Ice Arena Solar Power Service Agreement

**Staff Recommendation** Authorize service agreement with Solar Connection for the installation of a roof-top solar array at the Cottage Grove Ice Arena.

**Budget Implication** \$342,240 from Ice Arena's Capital Improvement Plan

|                    |    |                                                                                                 |
|--------------------|----|-------------------------------------------------------------------------------------------------|
| <b>Attachments</b> | 1. | 1-Council Memo - Ice Solar Service Agreement                                                    |
|                    | 2. | Agreement for Contractor Services_Solar Connection Inc. (Cottage Grove) wExhibit 8.28.23_Signed |



**To:** Honorable Mayor and City Council

**From:** Zac Dockter, Parks and Recreation Director

**CC:** Jennifer Levitt, City Administrator  
Brenda Malinowski, Finance Director  
Jordan Hirman, Recreation Facilities Manager

**Date:** August 7, 2023

**Subject:** Ice Arena Solar Power Service Agreement

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### Introduction

The Federal Government's recent Inflation Reduction Act has created greater opportunity for energy conservation efforts. Recently the Parks and Recreation Department has studied the potential benefits of solar power at the Ice Arena. The Ice Arena is a large consumer of power with over \$200,000 in electrical costs over the past 12 months. Rates for standard power will continue to grow as State/Federal Government and regulating authorities strive for alternative energy sources. As such, staff recommends adding solar power via a solar panel array on Ice Arena's west rink roof (flat roof).

### Background

Two proposals were received from local solar providers; Cedar Creek Energy (Blaine) and Solar Connection (Rochester). Both appear to reputable companies with a good history of working with residential, commercial and government entities. Both are also on the State Contract which further verifies their ability to complete a successful project with local governmental units.

Below is the summarized financial impact from each provider's proposal.

|                                       | <b>Cedar Creek</b> | <b>Solar Connection</b> |
|---------------------------------------|--------------------|-------------------------|
| Solar System Cost                     | \$530,500          | \$488,940               |
| 30% Inflation Reduction Act Credit    | (\$159,150)        | (\$146,700)             |
| <b>Total Project Cost</b>             | <b>\$371,350</b>   | <b>\$342,240</b>        |
|                                       |                    |                         |
| Total Projected Annual Energy Savings | \$1,510,296        | \$1,436,604             |

At the Council workshop on July 26, it was recommended to pursue an agreement with Solar Connection. Project funding would be used from the Ice Arena's Capital Improvement Plan which recently received sufficient funding support from a Naming Rights Agreement.

### Staff Recommendation

Authorize service agreement with Solar Connection for the installation of a roof-top solar array at the Cottage Grove Ice Arena.

**AGREEMENT FOR SERVICES**  
**COTTAGE GROVE ICE ARENA SOLAR PROJECT**

THIS AGREEMENT (“Agreement”) is made and executed this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Cottage Grove, 12800 Ravine Parkway, Cottage Grove, Minnesota 55016, (“City”) and Solar Connection, Inc., 6254 34<sup>th</sup> Avenue NW, Suite A, Rochester, Minnesota 55901 (“Contractor”).

WHEREAS, the City has accepted the proposal of the Contractor for the purchase of equipment and performance of certain services; and

WHEREAS, Contractor desires to perform these 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”), as defined in the following documents:
  - i. A purchase agreement dated August 4, 2023, incorporated herein as Exhibit A.
  - ii. Where the terms and conditions of this Agreement and those terms and conditions included in Exhibit A specifically conflict, the terms of this Agreement shall apply, unless specifically stated otherwise.
- b. Contractor covenants and agrees to provide Services to the satisfaction of the City in a timely fashion, as set forth in Exhibit A, 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 and the Contractor agrees to receive and accept payment for the described equipment and Services as set forth in Exhibit A.
- 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 an itemized bill to the City on a monthly basis for payment of any additional compensation owed by the City pursuant to Section 2(b) of this Agreement. Bills submitted shall be paid in the same manner as other claims made to City. 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 shall commence on the date listed in the initial paragraph of this Agreement and shall terminate one (1) year after delivery of the equipment and completion of the Services identified in Exhibit A. This Agreement may be extended upon the written mutual consent of the parties for such additional periods as they deem appropriate, and upon the same terms and conditions as herein stated.

4. BONDS. If the Services provided by Contractor as set forth in Exhibit A 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 thirty (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 thirty (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 Exhibit A. The Contractor shall pay any subcontractor involved in the performance of this Agreement within 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 Zac Dockter to act as the City's representative with respect to the Services to be performed under this Agreement. He 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.

11. PROJECT MANAGER AND STAFFING. The Contractor has designated Brok Johnson to be the primary contact for the City in the performance of the Services. He 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 this Agreement, will pass to City no later than upon the material completion date of the work outlined in Exhibit A. 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. The representations and warranties made by Contractor in Exhibit A are incorporated herein and shall survive the termination of this Agreement for the applicable periods as set forth in Exhibit A.

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: Jennifer Levitt

Or e-mailed: jlevitt@cottagegrovemn.gov

If to Contractor: Solar Connection, Inc.  
6254 34<sup>th</sup> Avenue NW, Suite A  
Rochester, MN 55901  
Attention: Brok Johnson

Or emailed: brok.johnson@solarconnectioninc.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. 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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

**CITY OF COTTAGE GROVE**

By: \_\_\_\_\_  
Myron A. Bailey, Mayor

By: \_\_\_\_\_  
Tamara Anderson, City Clerk

Date: \_\_\_\_\_

**SOLAR CONNECTION, INC.**

Signature: Chris Olofson

Date: 8/29/2023

Name: Chris Olofson

Its: President - Solar Connection Inc.

# EXHIBIT A



*Accurate, Objective, Transparent*

Date: 2023-08-04

Customer: City of Cottage Grove

Address: 12800 Ravine Pkwy, Cottage Grove, MN 55016

Site Address: 8020 80th St S. Cottage Grove MN 55016

This Agreement is made by and between Solar Connection Inc., (hereinafter "Contractor") and City of Cottage Grove (hereinafter "Owner").

## Project Summary

The Owner hereby employs the Contractor to do the work and provide the materials, tools, machinery and supervision necessary for the construction of a 281.0 kW-DC photovoltaic system all in accordance with the scope of work and exclusions listed herein.

## Scope of Work

The scope of work for this project includes but is not limited to:

1. Install (493) Trinasolar TSM-NEG19RC.20 570W
2. Install (4) Solectria PVI 60kW-208
3. Install all solar module racking, combiner boxes, disconnect switches, overcurrent protection devices, enclosures, conduit, wire, warning placards and any other equipment required for a code compliant photovoltaic system.
4. Owner to provide adequate wifi for installation of remote monitoring by Contractor
5. Obtain all required permits and approvals from any authorities having jurisdiction (AHJ)
6. Complete any paperwork required for local, state, or utility incentives, if applicable.
7. Administer interconnection agreement with local electric utility, if applicable

## Exclusions

Unless otherwise noted in "Section A" below, the following items are excluded and will not be provided as part of this Agreement:

1. Any electrical service upgrades, transformer upgrades, or secondary wire upgrades if required, will be performed under a separate contract
2. Any job-site security, if required, will be provided by others
3. Any jobsite storage containers, if required, will be provided by others.
4. Any job-site traffic control, barricades, road closures and any associated permits, if required, will be provided by others
5. Any necessary concrete footings due to encountering underground rock or other buried structures will incur an additional charge.
6. Any underground conduit or gopher guard to enclose the underground portion of the wire run from the array to the point of interconnection will incur an additional charge.

### **Section A:**

## Workmanship Warranty

The Contractor, at their own discretion, shall remedy any defect due to faulty material or workmanship and pay for any damage to other work resulting therefrom which shall appear within the period of ten (10) years from date of system commissioning. This warranty excludes any defects due to faulty material provided by the owner and any damage to other work resulting therefrom. This warranty will be void if anyone other than the Contractor performs work on the photovoltaic system within the warranty period.

## Payment Schedule

Payments shall be disbursed to the Contractor based on the schedule of values below. Within 14 days of notification by the Contractor of each stage of completion, the Owner or its designee will inspect and approve the work or request any necessary adjustments in the work. The Owner agrees to make payments to the Contractor within 30 days of approving work. Late payments will accrue \$100 per day, and will be added to the Final Payment

| Schedule of Values |                                  |              |
|--------------------|----------------------------------|--------------|
| Payment #          | Description of work completed    | Payment Due  |
| 1                  | Upon Completion of Plan Sets     | 5% of total  |
| 2                  | Upon Equipment Delivery to Site  | 45% of total |
| 3                  | Upon Material Completion of Work | 45% of total |
| 4                  | Upon System Commissioning        | 5% of total  |
| Total              |                                  | \$488,940    |

## General Conditions

1. The Contractor agrees to defend, indemnify and hold the owner harmless from any liability or claim for damage because of bodily injury, death, property damage, sickness, disease or loss and expense arising from the Contractors' negligence in the performance of the construction Contract. The Contractor further agrees to protect, defend and indemnify the Owner from any claims by laborers, subcontractors or material suppliers for unpaid work or labor performed or materials supplied in connection with the Construction Contract.
2. Change Orders. The Contractor agrees not to make any changes in the schedule of work, design, or of the specifications without written authorization by the Owner.
3. Use of utilities. The Owner shall permit the Contractor to use, at no cost, power and water necessary to the carrying out and completion of the work.
4. Working time. The Owner shall permit the contractor to access the site to carry out work Monday through Friday, from 7:00am to 5:00pm. Any work outside of these hours will be approved by Owner prior to start of work.
5. Final payment will not be delayed due to commissioning delays by Xcel Energy. Commissioning cannot be scheduled until local building & electrical department inspections are complete.
6. If work on-site is impeded by existing code violations onsite, the owner will be responsible for any costs associated with additional work for the Contractor to correct the violations.
7. The estimated completion date for this project shall be extended for any events delays outside of the Contractors control including, but not limited to, inclement weather, equipment availability, union strikes, existing code violations, and permitting times or delays.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the registrar, Contractors' State License Board.

IN WITNESS WHEREOF, THE OWNER AND THE CONTRACTOR HAVE EXECUTED THIS CONTRACT AS OF THE DATE FIRST WRITTEN BELOW.

*Chris Olofson*

CONTRACTOR'S REPRESENTATIVE

OWNERS REPRESENTATIVE

Chris Olofson - President

PRINT NAME

PRINT NAME

8/22/2023

DATE

DATE



## NOTICE TO OWNER

**Force Majeure.** Neither party shall be held liable or responsible to the other party or be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the non-performing party, including fires, floods, earthquakes, embargoes, shortages, epidemics, quarantines, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil commotion, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority or without limiting the foregoing, any circumstances whatsoever beyond the reasonable control of the parties. It is expressly understood that Force Majeure shall not include economic hardship or change in market conditions. The non-performing party shall notify the other party of such force majeure within ten (10) days after such occurrence by giving written notice to the other party stating the nature of the event, its anticipated duration, and any action being taken to avoid or minimize its effect. The suspension of performance shall be of no greater scope and no longer duration than is necessary and the non-performing party shall use commercially reasonable efforts to remedy its inability to perform; provided, however, that in the event the suspension of performance continues for one-hundred and eighty (180) days after the date of the occurrence, and such failure to perform would constitute a material breach of this Agreement in the absence of such force majeure, the non-performing party may terminate this Agreement pursuant by written notice to the other party.

## 8.1 Cash Purchase

### Assumptions and Key Financial Metrics

|                             |           |                         |           |                       |           |
|-----------------------------|-----------|-------------------------|-----------|-----------------------|-----------|
| IRR - Term                  | 10.8%     | Net Present Value       | \$313,387 | Payback Period        | 8.9 Years |
| ROI                         | 215.4%    | PV Degradation Rate     | 0.50%     | Discount Rate         | 5.0%      |
| Energy Cost Escalation Rate | 4.0%      | Federal Income Tax Rate | 0.0%      | State Income Tax Rate | 0.0%      |
| Total Project Costs         | \$488,940 |                         |           |                       |           |

| Years   | Project Costs | PV Demand Credit | Direct pay - 30% ITC | Electric Bill Savings | Total Cash Flow | Cumulative Cash Flow |
|---------|---------------|------------------|----------------------|-----------------------|-----------------|----------------------|
| Upfront | -\$488,940    | -                | -                    | -                     | -\$488,940      | -\$488,940           |
| 1       | -             | \$9,474          | \$146,682            | \$25,435              | \$181,590       | -\$307,350           |
| 2       | -             | \$9,426          | -                    | \$26,320              | \$35,746        | -\$271,604           |
| 3       | -             | \$9,379          | -                    | \$27,235              | \$36,614        | -\$234,990           |
| 4       | -             | \$9,331          | -                    | \$28,181              | \$37,513        | -\$197,477           |
| 5       | -             | \$9,284          | -                    | \$29,160              | \$38,444        | -\$159,033           |
| 6       | -             | \$9,237          | -                    | \$30,171              | \$39,408        | -\$119,625           |
| 7       | -             | \$9,189          | -                    | \$31,217              | \$40,407        | -\$79,219            |
| 8       | -             | \$9,142          | -                    | \$32,299              | \$41,441        | -\$37,778            |
| 9       | -             | \$9,095          | -                    | \$33,417              | \$42,511        | \$4,733              |
| 10      | -             | \$9,047          | -                    | \$34,572              | \$43,620        | \$48,353             |
| 11      | -             | -                | -                    | \$35,767              | \$35,767        | \$84,120             |
| 12      | -             | -                | -                    | \$37,002              | \$37,002        | \$121,122            |
| 13      | -             | -                | -                    | \$38,278              | \$38,278        | \$159,400            |
| 14      | -             | -                | -                    | \$39,598              | \$39,598        | \$198,998            |
| 15      | -             | -                | -                    | \$40,961              | \$40,961        | \$239,959            |
| 16      | -             | -                | -                    | \$42,371              | \$42,371        | \$282,330            |
| 17      | -             | -                | -                    | \$43,827              | \$43,827        | \$326,157            |
| 18      | -             | -                | -                    | \$45,333              | \$45,333        | \$371,490            |
| 19      | -             | -                | -                    | \$46,888              | \$46,888        | \$418,378            |
| 20      | -             | -                | -                    | \$48,496              | \$48,496        | \$466,874            |
| 21      | -             | -                | -                    | \$50,157              | \$50,157        | \$517,032            |
| 22      | -             | -                | -                    | \$51,874              | \$51,874        | \$568,905            |
| 23      | -             | -                | -                    | \$53,647              | \$53,647        | \$622,553            |
| 24      | -             | -                | -                    | \$55,480              | \$55,480        | \$678,032            |
| 25      | -             | -                | -                    | \$57,373              | \$57,373        | \$735,405            |
| 26      | -             | -                | -                    | \$59,329              | \$59,329        | \$794,734            |
| 27      | -             | -                | -                    | \$61,349              | \$61,349        | \$856,084            |
| 28      | -             | -                | -                    | \$63,437              | \$63,437        | \$919,520            |
| 29      | -             | -                | -                    | \$65,593              | \$65,593        | \$985,113            |
| 30      | -             | -                | -                    | \$67,820              | \$67,820        | \$1,052,933          |
| Totals: | -\$488,940    | \$92,604         | \$146,682            | \$1,302,587           | \$1,052,933     | -                    |



# City Council Action Request

7.L.

|                      |                                                                                                                                                                                                           |    |                                           |    |                                                                                         |
|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|-------------------------------------------|----|-----------------------------------------------------------------------------------------|
| Meeting Date         | 9/6/2023                                                                                                                                                                                                  |    |                                           |    |                                                                                         |
| Department           | Parks and Recreation                                                                                                                                                                                      |    |                                           |    |                                                                                         |
| Agenda Category      | Action Item                                                                                                                                                                                               |    |                                           |    |                                                                                         |
| Title                | Pine Tree Valley Park Sports Lighting Service Agreement                                                                                                                                                   |    |                                           |    |                                                                                         |
| Staff Recommendation | Authorize service agreement with Musco Sports Lighting, LLC for the installation of a sports lighting system at Pine Tree Valley Park for the amount of \$ 55,561.00                                      |    |                                           |    |                                                                                         |
| Budget Implication   | \$55,561.00 funds included in the 2023 CIP.                                                                                                                                                               |    |                                           |    |                                                                                         |
| Attachments          | <table><tr><td>1.</td><td>Memo-PT Valley Lighting Service Agreement</td></tr><tr><td>2.</td><td>Agreement for Contractor Services Musco Sports Lighting (Pine Tree Valley Park 8-28-23)</td></tr></table> | 1. | Memo-PT Valley Lighting Service Agreement | 2. | Agreement for Contractor Services Musco Sports Lighting (Pine Tree Valley Park 8-28-23) |
| 1.                   | Memo-PT Valley Lighting Service Agreement                                                                                                                                                                 |    |                                           |    |                                                                                         |
| 2.                   | Agreement for Contractor Services Musco Sports Lighting (Pine Tree Valley Park 8-28-23)                                                                                                                   |    |                                           |    |                                                                                         |



**To:** Honorable Mayor and City Council  
Jennifer Levitt, City Administrator  
**From:** Zac Dockter, Parks and Recreation Director  
**CC:**  
**Date:** August 7, 2023  
**Subject:** Pine Tree Valley Park Sports Lighting Service Agreement

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### **Introduction/Background**

The 2023 capital improvements plan includes \$65,000 for replacement of the Pine Tree Valley Park ice rink lighting. This project is designed to remove and replace the entire lighting system. The existing four wood poles and wiring are over 40 years old and the metal-halide light fixtures are approximately 20 years old. The proposed system will include two 50-foot galvanized poles with 8 LED light fixtures. Advantages of the new system include:

1. Significantly improved lighting levels
2. Reduced glare from rink area to adjacent homes
3. Reduced energy consumption and cost
4. Dimming options
5. Improved operational efficiencies (remote monitoring and access from employee phone or computer)
6. 25-year warranty and maintenance program for the lighting system.

A request for proposal for this project was distributed to three sports lighting vendors in June. The following proposals were received:

1. Musco Sports Lighting, LLC - \$55,561.00
2. Quality Sports Lighting, LLC - \$57,919.00

Musco Sports Lighting is an industry leader in sports lighting with several systems (old and new) within the community. Staff recommends entering into a service agreement with Musco Sports Lighting, LLC for the installation of a sports lighting system at Pine Tree Valley Park.

### **Staff Recommendation**

Authorize service agreement with Musco Sports Lighting, LLC for the installation of a sports lighting system at Pine Tree Valley Park for the amount of \$55,561.00.

**AGREEMENT FOR SERVICES**  
**PINE TREE VALLEY PARK**

THIS AGREEMENT (“Agreement”) is made and executed this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Cottage Grove, 12800 Ravine Parkway South, Cottage Grove, Minnesota 55016, (“City”) and Musco Sports Lighting, LLC, 100 1<sup>st</sup> Avenue West, Oskaloosa, Iowa 52577 (“Contractor”).

WHEREAS, the City has accepted the proposal of the Contractor for the purchase of equipment and performance of certain services; and

WHEREAS, Contractor desires to perform these 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”), as defined in the following documents:
  - i. A purchase agreement dated July 25, 2023, incorporated herein as Exhibit A; and
  - ii. A submittal for production dated August 10, 2023, incorporated herein as Exhibit B (collectively, Exhibit A and B, “Exhibits”).

Where the terms and conditions of this Agreement and those terms and conditions included the Exhibits 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 Exhibits, subject to Section 8 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 any necessary permits from all applicable agencies and governmental entities.

2. PAYMENT.

- a. City agrees to pay the Contractor and the Contractor agrees to receive and accept payment for the described equipment and Services as set forth in the Exhibits.
  - 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 an itemized bill to the City on a monthly basis for payment of any additional compensation owed by the City pursuant to Section 2(b) of this Agreement. Bills submitted shall be paid in the same manner as other claims made to City. Prior to payment, 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 shall commence on the date listed in the initial paragraph of this Agreement and shall terminate one (1) year after delivery of the equipment and completion of the Services identified in the Exhibits. This Agreement may be extended upon the written mutual consent of the parties for such additional periods as they deem appropriate, and upon the same terms and conditions as herein stated.

4. TERMINATION AND REMEDIES.

- a. Termination for Convenience. This Agreement may be terminated by either party upon thirty (30) days' written notice delivered to the other party at the addresses listed in Section 14 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 thirty (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.
5. 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 Exhibits. 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.
  6. 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.
  7. 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.
  8. 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.
  9. CITY'S REPRESENTATIVE. The City has designated Zac Dockter to act as the City's representative with respect to the Services to be performed under this Agreement. He 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.

10. PROJECT MANAGER AND STAFFING. The Contractor has designated Rachel Hadden to be the primary contact for the City in the performance of the Services. She 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.

11. 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.

12. 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.

13. 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.

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

If to City: City of Cottage Grove  
12800 Ravine Parkway  
Cottage Grove, MN 55016  
Attention: Jennifer Levitt

Or e-mailed: [jlevitt@cottagegrovemn.gov](mailto:jlevitt@cottagegrovemn.gov)

If to Contractor: Musco Sports Lighting, LLC  
100 1<sup>st</sup> Avenue West  
Oskaloosa, Iowa 52577  
Attention: Rachel Hadden

Or emailed: [Rachel.Hadden@musco.com](mailto:Rachel.Hadden@musco.com)

15. 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.

16. 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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

**CITY OF COTTAGE GROVE**

By: \_\_\_\_\_  
Myron A. Bailey, Mayor

By: \_\_\_\_\_  
Tamara Anderson, City Clerk

Date: \_\_\_\_\_

**MUSCO SPORTS LIGHTING, LLC**

Signature: 

Date: August 25, 2023

Name: James M. Hansen

Its: Secretary

# Purchase Agreement

Date: August 23, 2023

Project Name: Pine Tree Valley Hockey and Skate

Project #: 228718

|                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1. SELLER NAME AND ADDRESS:</b><br>Musco Sports Lighting, LLC ("Musco")<br>100 1 <sup>st</sup> Avenue West – PO Box 808<br>Oskaloosa, IA 52577<br>Attn: Rachel Hadden<br>Email: Rachel.hadden@musco.com<br>Telephone: 641-673-0411<br>800-825-6020 Ext 2416                                                  | <b>2. BUYER NAME AND ADDRESS:</b><br>City of Cottage Grove (the "Buyer")<br>12800 Ravine Parkway South<br>Cottage Grove, MN 55016<br>Attn: Zac Dockter<br>Email: zdockter@cottagegrovemn.gov<br>Telephone: 651-458-2808 |
| <b>3. OWNER NAME AND ADDRESS:</b><br>City of Cottage Grove<br>12800 Ravine Parkway South<br>Cottage Grove, MN 55016<br>Attn: Zac Dockter<br>Email: zdockter@cottagegrovemn.gov<br>Telephone: 651-458-2808                                                                                                       | <b>4. SHIPPING NAME AND ADDRESS:</b><br>Pine Tree Valley Park<br>8431 Indian Boulevard South<br>Cottage Grove, MN 55016<br>Attn: Chad Eastling<br>Email: ceastling@gunnarelectric.com<br>Telephone: 952-937-9262        |
| <b>5. WARRANTY CONTACT:</b><br>City of Cottage Grove<br>12800 Ravine Parkway South<br>Cottage Grove, MN 55016<br>Attn: <input checked="" type="checkbox"/> Zac Dockter<br>Email: <input checked="" type="checkbox"/> zdockter@cottagegrovemn.gov<br>Telephone: <input checked="" type="checkbox"/> 651-458-2808 | <b>6. FACILITY NAME AND ADDRESS:</b><br>Pine Tree Valley Park<br>8431 Indian Boulevard South<br>Cottage Grove, MN 55016                                                                                                 |

- 7. EQUIPMENT DESCRIPTION** – Musco shall sell, transfer, and deliver to Buyer, and Buyer will purchase, accept, and pay for the following goods (the "Equipment") in accordance with the "Total Price" paragraph of this Agreement:

## Light-Structure System™ Foundation-to-Poletop Lighting System

- 4 – Total Light Control™ TLC-LED-1200 factory-aimed and assembled luminaires
- 4 – Total Light Control™ TLC-LED-900 factory-aimed and assembled luminaires
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- 2 - 50 ft galvanized steel poles
- 2 Pre-cast concrete bases with integrated lightning grounding

## With Controls

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

## Built to the following specifications:

- Driver input voltage: 240v
- Phase to pole: 1 phase
- Structural integrity: based upon IBC 2018, 110 mph, Exposure C
- Light level: 30 footcandles hockey

- 8. RESPONSIBILITIES OF THE BUYER AND/OR THIRD PARTY** – Buyer/Third Party agrees to:

Refer to responsibilities listed in the Installation Scope of Work.



# Purchase Agreement

Date: August 23, 2023

Project Name: Pine Tree Valley Hockey and Skate

Project #: 228718

9. **MUSCO CONTROL-LINK® CONTROL SYSTEM** – Musco agrees to provide design and layout for the control system. In addition to the Equipment, Musco agrees to provide the following:

Control-Link Central™ customer support services: commission the system; monitor and report system alarms; provide automated facility management reports; provide on-off schedules via Control-Link Central™ app or website, email, phone call or fax; and provide technical support 24 hours a day, seven days a week.

10. **MUSCO SERVICES** – Musco agrees to provide, itself or through its subcontractors, design, layout, testing and commissioning for the Equipment and the following (collectively, the "Services"):

Installation – refer to the Installation Scope of Work.

11. **CONSTANT 25™ WARRANTY & MAINTENANCE PROGRAM (the "Warranty")** – Musco shall provide parts, labor, and services as outlined in the Musco Constant 25 Warranty Agreement to maintain operation of lighting equipment for a period of 25 years on the following terms:

- **Warranty service begins:** On the date of product shipment
- **Expiration date:** 25 years from date of shipment
- **Monitoring, maintenance & control services**
- **Light levels** – as specified in Musco design documents
- **Spill light control** – as specified in Musco design documents
- **Energy consumption:** as specified in Musco design documents

12. **TOTAL PRICE** – Buyer will pay for the above-described Equipment and, if applicable, Services. The Total Price of \$55,561.00 plus applicable taxes is payable as follows.

- \$55,561.00 within 30 days from invoice date

A copy of the payment and performance bond (if applicable) is required prior to shipment.

Monthly progress invoicing and payments will apply.

Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Project is being purchased through the following cooperative purchasing agreement:

Sourcewell (contract number 041123-MSL)

Price includes delivery, unloading, and installation to the address indicated in item #4 of this Agreement. Price does not include sales tax.

Payments not paid when due are subject to a carrying charge for each month past due or will be pro-rated for the portion of the month there is an unpaid balance. Carrying charges shall accrue in the amount of one- and one-half percent (1½%) per month of any overdue unpaid balance, or the maximum rate permitted by law, whichever is less.

**Source of Funds:** Buyer agrees that Buyer's payment to Musco is not contingent upon Buyer getting paid by the Owner/End User.

Buyer may not hold back or set off any amounts owed to Musco in satisfaction of any claims asserted by Buyer against Musco. No partial payment by Buyer shall constitute satisfaction of the entire outstanding balance of any invoice of Musco, notwithstanding any notation or statement accompanying that payment.

The Total Price was calculated utilizing parameters outlined in the project specifications. In the event soil conditions vary from those relied upon, or if the soil cannot be readily excavated, Buyer shall be responsible for Musco's additional associated costs, including but not limited to the cost of design, alternate foundations, additional materials, and labor.



# Purchase Agreement

Date: August 23, 2023

Project Name: Pine Tree Valley Hockey and Skate

Project #: 228718

- 13. TAXES** – Buyer shall pay all applicable state and local sales taxes, use or any similar tax invoiced appropriately by Musco.

☐ Taxable

☒ Non-Taxable

(Copy of resale or exemption certificate must be attached. Note: Just holding a sales tax permit does not, in and of itself, qualify for a non-taxable sale.)

- 14. PAYMENT/PERFORMANCE BONDING** – Is there a bond on this project? ☐ Yes ☐ No

|                          |  |
|--------------------------|--|
| Principal Bond Holder:   |  |
| Bonding Company Name:    |  |
| Bonding Company Address: |  |
| Bonding Company Address  |  |
| Phone Number:            |  |
| Bond Number:             |  |

- 15. DELIVERY** – Normal delivery to the shipping address indicated above is 8 to 12 weeks after submittal approval or release of order, if later. If the Equipment is shipped in multiple lots, Musco shall prepare a separate invoice for the price of the Equipment shipped at the time of each shipment. Buyer shall pay the amount of each such invoice upon the same terms as set out in the "Total Price" paragraph of this Agreement.

All deliveries shall be made by means of a common carrier or some other reasonable means chosen by Musco.

All risk of loss to Equipment sold shall pass to Buyer upon Musco's substantial completion of the Services

Delivery is subject to Buyer maintaining credit satisfactory to Musco. Musco may suspend or delay performance or delivery at any time pending receipt of assurances, including full or partial prepayment or payment of any outstanding amounts owed adequate to Musco in its discretion, of Buyer's ability to pay. Failure to provide such assurances shall entitle Musco to cancel this contract without further liability or obligation to Buyer.

- 16. NO RETAINAGE/WARRANTY** – Buyer acknowledges payment in full is required within the agreed terms. Warranty claims and back charges shall not be deducted from contract payments without prior approval of Musco's Warranty Department (877-347-3319). Musco's Equipment and its performance are sold subject to Musco's written warranty. The Warranty provided by Musco shall be in lieu of all other representations, warranties and conditions of any kind, in respect of the Equipment or the Services and Musco disclaims any other representation, warranty or condition whatsoever, whether written or oral, express or implied, statutory or otherwise, including, but not limited to, the implied warranties and conditions of merchantability and fitness for a particular purpose.

Buyer acknowledges that any warranty and/or maintenance guarantee contained within payment/performance bonds issued on Musco's behalf pursuant to this Agreement and the corresponding liability on behalf of the issuing surety shall apply only to the first 12 months of any warranty and/or maintenance obligation of Musco specified in the written Warranty to be delivered to Buyer. The balance of any warranty and/or maintenance obligation greater than 12 months shall be the sole responsibility of Musco and shall not be guaranteed by a third party.

- 17. EXCLUSION OF SPECIAL DAMAGES** – In no event shall Musco be liable for incidental, special or consequential damages, including without limitation lost revenues and profits, in respect of this Agreement or the Equipment and, if applicable, Services provided hereunder.

- 18. LIMITATIONS PERIOD** – Unless otherwise specified in the Warranty to be delivered to Buyer, any action or proceeding against Musco arising out of or relating to the Equipment or Services will be forever barred unless commenced within the earlier of: (a) one (1) year after delivery of the Equipment or if applicable, completion of the Services; or (b) the period prescribed by the applicable statute of limitation or repose.



# Purchase Agreement

Date: August 23, 2023

Project Name: Pine Tree Valley Hockey and Skate

Project #: 228718

- 19. SECURITY AGREEMENT** – In consideration of the promises contained herein, Buyer hereby grants and conveys to Musco, to secure payment and performance of all obligations in full, a purchase money security interest in the Equipment, including all repairs, replacements and accessions thereto and proceeds thereof (collectively referred to as the “Secured Property”). Buyer hereby irrevocably authorizes Musco at any time to register in any registration office in any province (including personal property registries and if applicable, land titles or real property registries) any initial financing statements, financing change statements, notices of security interest or other documents relating to this security interest or this transaction. Buyer further agrees to promptly furnish any information requested by Musco to effectuate the terms of this Agreement. Buyer further agrees to execute any document reasonably required by Musco to perfect the security interest granted herein and to assure the preservation, priority, and enforcement of such security interest. Buyer agrees that value has been given for this security interest and that the parties have not agreed to postpone the time for attachment of the security interest.
- 20. DEFAULT** – Each of the following shall constitute a default (“Default”) under this Agreement: a) failure to pay, in full, any payment when due hereunder; b) Buyer becomes the subject of a bankruptcy, receivership or insolvency proceeding; c) any warranty, representation or statement made or furnished to Musco by or on behalf of the Buyer proved to have been false in any material respect when made or furnished; d) loss, theft, damage, destruction or encumbrance to, or of, the Secured Property or the making of any levee, seizure or attachment thereof or thereon prior to payment in full; or e) the occurrence or non-occurrence of any event or events which causes Musco, in good faith, to deem itself insecure for any reason whatsoever.
- 21. REMEDIES UPON DEFAULT** – In the event of Default, Musco may, at its option, and without notice or demand: a) declare the entire unpaid balance owing hereunder due and payable at once; b) proceed to recover judgment for the entire unpaid balance due; c) exercise all rights provided to Musco under this Agreement, any applicable personal property security act (or similar legislation), at law or in equity including but not limited to entering the Buyer’s premises and taking possession of the Secured Property. All the remedies described herein are cumulative and may be exercised in any order by Musco. Buyer agrees to pay all costs (including reasonable attorney’s fees and court costs) incurred by Musco in disposing of the Secured Property and collecting any amounts owing hereunder, and such costs shall be part of the obligations secured hereunder.
- 22. FORCE MAJEURE** – Musco shall not be liable for delays or failure to perform in respect of the Equipment or the Services due, directly or indirectly, to (i) causes beyond Musco’s reasonable control, or (ii) acts of God or nature, acts (including failure to act) of any governmental authority, wars (declared or undeclared), strikes or other labor disputes, fires, and natural calamities (such as floods, earthquakes, storms, epidemics).
- 23. EEO COMPLIANCE** – When applicable, Musco and Subcontractor shall comply with the EEO Clause in Section 202 of Executive Order 11246, as amended, which is incorporated herein by specific reference.
- When applicable, Musco and Subcontractor shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability and against qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities and qualified protected veterans.
- 24. CONDITIONS OF AGREEMENT**
- a. **APPLICABLE LAW** – This Agreement shall be governed by the laws, including the Uniform Commercial Code, adopted in the State of Iowa as effective and in force on the date of this Agreement.
- b. **EXPENSES/REMEDIES** – Buyer shall pay to Musco the reasonable expenses, including court costs, legal and administrative expenses, and reasonable legal fees (on a solicitor and client basis), paid or incurred by Musco in endeavoring to collect amounts due from Buyer to Musco. It is further understood that if Buyer does not make a payment as due, Musco has the right to forward appropriate notices or claims on jobs with owners, bonding companies, general contractors, or the like, as deemed appropriate by Musco.



# Purchase Agreement

Date: August 23, 2023

Project Name: Pine Tree Valley Hockey and Skate

Project #: 228718

- c. **ENTIRE AGREEMENT** – This Agreement, the written Warranty to be delivered to Buyer, and any invoice issued by Musco pursuant to this Agreement constitute the entire agreement between the parties and supersede all prior statements of any kind made by the parties or their representatives. No representative or employee of Musco has any authority to bind Musco to any term, representation, or warranty other than those specifically included in this written Agreement or the written Warranty to be delivered to Buyer in connection with this Agreement. This Agreement may not be amended or supplemented except by written agreement executed by Musco and Buyer.
- d. **ACCEPTANCE** – This Agreement is subject to the approval of Musco's Credit Department and the written acceptance of this Order by Musco.

## CITY OF COTTAGE GROVE

Acceptance

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

## MUSCO SPORTS LIGHTING, LLC

Acceptance

this 25th day of August, 2023

\_\_\_\_\_  
Signature

James M. Hansen, Secretary  
Name and Title

Please remember to return all pages of this agreement.



# Purchase Agreement

Date: August 2, 2023

Project Name: Pine Tree Valley Hockey and Skate

Project #: 228718

## SCOPE OF WORK

### Pine Tree Valley Hockey & Skate Cottage Grove, Mn Turnkey Scope of Work

#### Customer Responsibilities:

1. Complete access to the site for construction utilizing standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities. (i.e. water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout. (i.e. home plate, center of FB field)
4. Pay for extra costs associated with foundation excavation in non-standard soils (rock, caliche, high water table, collapsing holes, etc.) or soils not defined in geo-technical report. Standard soils are defined as soils that can be excavated using standard earth auguring equipment.
5. Provide area on site for disposal of spoils from foundation excavation.

#### Musco Responsibilities:

1. Provide required foundations, poles, electrical enclosures, luminaires, wire harnesses, and control cabinets.
2. Provide layout of pole locations and aiming diagram.
3. Mark pole locations.
4. Provide Musco factory trained project management.
5. Assist our installing subcontractor and ensure our responsibilities are satisfied.
6. Light testing by qualified lighting technician per ANSI/IES standards.

#### Musco Subcontractor Responsibilities

##### General:

1. Obtain any required permitting.
2. Contact 811 for locating underground public utilities and then confirm they have been clearly marked.
3. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Notify owner and repair damage to marked utilities. Notify owner and Musco regarding damage which occurred to unmarked utilities.
4. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery.
5. Provide storage containers for material, (including electrical components enclosures), as needed.
6. Provide necessary waste disposal and daily cleanup.
7. Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
8. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
9. Provide startup and aiming as required to provide complete and operating sports lighting system.
10. Installation to commence upon delivery and proceed without interruption until complete. Notify Musco immediately of any breaks in schedule or delays.

##### Demolition:

1. Remove and recycle existing lighting system

##### Foundations, Poles, and Luminaires:

1. Mark and confirm pole locations per the aiming diagram provided. If there are any issues, immediately notify your Musco Project Manager.



# Purchase Agreement

Date: August 23, 2023

Project Name: Pine Tree Valley Hockey and Skate

Project #: 228718

2. Provide labor, materials, and equipment to install 2 LSS foundations as specified on Layout and per the stamped foundation drawings, if applicable.
3. Remove spoils to owner designated location at jobsite.
4. Provide labor, materials, and equipment to assemble Musco TLC-LED luminaires, electrical component enclosures, poles, and pole harnesses.
5. Provide labor, equipment, and materials to erect 2 dressed LSS Poles and aim utilizing the pole alignment beam.

## **Electrical:**

2. Provide labor, materials, and equipment to reuse existing electrical service panels as required.
3. Provide labor, materials, and equipment to install all underground conduit, wiring, pull boxes etc. and terminate wiring as required.
4. Provide as-built drawings on completion of installation, **(if required)**.

## **Control System:**

1. Provide labor, equipment, and materials to install 1 Musco control and monitoring cabinet with player activated control and terminate all necessary wiring.
2. Provide a dedicated 120 V 20 A controls circuit or a step-down transformer for 120 V control circuit if not available.
3. Check all zones to make sure they work in both auto and manual mode.
4. Commission Control-Link® by contacting Control-Link Central™ at 877-347-3319.



## EXHIBIT B

### MUSCO LIGHTING SUBMITTAL FOR PRODUCTION

PREPARED FOR:

## Pine Tree Valley Hockey And Skate

Lighting Project  
Cottage Grove, MN  
August 10, 2023

Project #228718

*Submitted by:*

**Musco Sports Lighting, LLC**

Attn: Rachel Hadden  
2107 Stewart Road  
Muscatine, Iowa 52761

Toll Free: 800-756-1205  
Fax: 800-374-6402





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- A. BILL OF MATERIALS**
- B. LIGHTING DESIGN**
- C. CONTROLS AND MONITORING**
- D. STRUCTURAL INFORMATION**
- E. WARRANTY**
- F. PRODUCT INFORMATION**

## A. BILL OF MATERIALS

## Project Submittal: Bill of Materials

| Equipment Description |                                                                                                                                                                                      |
|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4                     | Light-Structure System™ Total Light Control™ TLC-LED-1200 luminaires                                                                                                                 |
| 4                     | Light-Structure System™ Total Light Control™ TLC-LED-900 luminaires                                                                                                                  |
| 2                     | 50' galvanized steel poles                                                                                                                                                           |
| 2                     | Pre-cast concrete foundations (9,500 PSI) with integrated grounding                                                                                                                  |
| ✓                     | Factory wired and assembled pole top luminaire assemblies                                                                                                                            |
| ✓                     | Factory wired electrical component enclosures                                                                                                                                        |
| ✓                     | Factory built wire harnesses with plug-in connections                                                                                                                                |
| Controls              |                                                                                                                                                                                      |
| 1                     | 24" x 48" Control and monitoring cabinet                                                                                                                                             |
| ✓                     | High/medium/low dimming                                                                                                                                                              |
| 3                     | 30-amp contactors                                                                                                                                                                    |
| 2                     | On-Off-Auto (OOA) switches                                                                                                                                                           |
| 1                     | Player-activated pushbutton with strobe (LED)                                                                                                                                        |
| Warranty              |                                                                                                                                                                                      |
| ✓                     | Musco's Constant 25™ product assurance and warranty program that eliminates 100% maintenance costs for 25 years, including labor, materials, monitoring and guaranteed light levels. |





## **B. LIGHTING DESIGN**

Pine Tree Valley Hockey and Skate

Cottage Grove, MN

Lighting System

| Pole / Fixture Summary |             |            |             |                |         |         |
|------------------------|-------------|------------|-------------|----------------|---------|---------|
| Pole ID                | Pole Height | Mtg Height | Fixture Qty | Luminaire Type | Load    | Circuit |
| H1                     | 50'         | 50'        | 2           | TLC-LED-1200   | 2.34 kW | A       |
|                        |             | 50'        | 1           | TLC-LED-900    | 0.88 kW | A       |
| H2                     | 50'         | 50'        | 2           | TLC-LED-1200   | 2.34 kW | A       |
|                        |             | 50'        | 2           | TLC-LED-900    | 1.76 kW | B       |
|                        |             | 50'        | 1           | TLC-LED-900    | 0.88 kW | A       |
| 2                      |             |            | 8           |                | 8.20 kW |         |

| Circuit Summary |             |         |             |
|-----------------|-------------|---------|-------------|
| Circuit         | Description | Load    | Fixture Qty |
| A               | Hockey      | 6.44 kW | 6           |
| B               | Free Skate  | 1.76 kW | 2           |

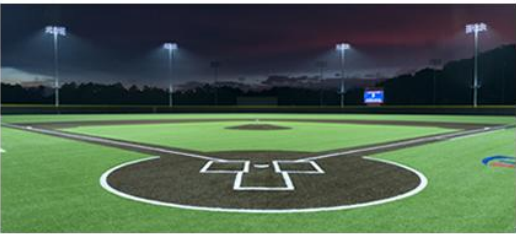
| Fixture Type Summary |                    |         |         |          |          |          |          |
|----------------------|--------------------|---------|---------|----------|----------|----------|----------|
| Type                 | Source             | Wattage | Lumens  | L90      | L80      | L70      | Quantity |
| TLC-LED-900          | LED 5700K - 75 CRI | 880W    | 104,000 | >120,000 | >120,000 | >120,000 | 4        |
| TLC-LED-1200         | LED 5700K - 75 CRI | 1170W   | 150,000 | >120,000 | >120,000 | >120,000 | 4        |

| Single Luminaire Amperage Draw Chart |  |                                 |             |             |             |             |             |             |
|--------------------------------------|--|---------------------------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Driver (.90 min power factor)        |  | Max Line Amperage Per Luminaire |             |             |             |             |             |             |
| Single Phase Voltage                 |  | 208<br>(60)                     | 220<br>(60) | 240<br>(60) | 277<br>(60) | 347<br>(60) | 380<br>(60) | 480<br>(60) |
| TLC-LED-900                          |  | 5.2                             | 4.9         | 4.5         | 3.9         | 3.1         | 2.9         | 2.3         |
| TLC-LED-1200                         |  | 6.9                             | 6.5         | 6.0         | 5.2         | 4.2         | 3.8         | 3.0         |

Light Level Summary

| Calculation Grid Summary |                                 |              |     |      |         |         |          |             |
|--------------------------|---------------------------------|--------------|-----|------|---------|---------|----------|-------------|
| Grid Name                | Calculation Metric              | Illumination |     |      |         |         | Circuits | Fixture Qty |
|                          |                                 | Ave          | Min | Max  | Max/Min | Ave/Min |          |             |
| Free Skate               | Horizontal Illuminance          | 23.6         | 4   | 48   | 13.20   | 5.91    | B        | 2           |
| Hockey                   | Horizontal Illuminance          | 35.5         | 23  | 47   | 2.10    | 1.54    | A        | 6           |
| Property Spill           | Horizontal                      | 0            | 0   | 0.06 | 0.00    |         | A,B      | 8           |
| Property Spill           | Max Candela (by Fixture)        | 257          | 0   | 3325 | 0.00    |         | A,B      | 8           |
| Property Spill           | Max Vertical Illuminance Metric | 0.01         | 0   | 0.19 | 0.00    |         | A,B      | 8           |

From Hometown to Professional



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| EQUIPMENT LIST FOR AREAS SHOWN |          |      |                 |                 |                |            |           |             |
|--------------------------------|----------|------|-----------------|-----------------|----------------|------------|-----------|-------------|
| Pole                           |          |      |                 | Luminaires      |                |            |           |             |
| QTY                            | LOCATION | SIZE | GRADE ELEVATION | MOUNTING HEIGHT | LUMINAIRE TYPE | QTY / POLE | THIS GRID | OTHER GRIDS |
| 1                              | H1       | 50'  | -               | 50'             | TLC-LED-1200   | 2          | 2         | 0           |
|                                |          |      |                 | 50'             | TLC-LED-900    | 1          | 1         | 0           |
| 1                              | H2       | 50'  | -               | 50'             | TLC-LED-1200   | 2          | 2         | 0           |
|                                |          |      |                 | 50'             | TLC-LED-900    | 3          | 1         | 2           |
| 2                              | TOTALS   |      |                 |                 |                | 8          | 6         | 2           |

Pine Tree Valley Hockey and Skate  
Cottage Grove, MN

| GRID SUMMARY |                  |
|--------------|------------------|
| Name:        | Hockey           |
| Size:        | 195' x 80'       |
| Spacing:     | 10.0' x 10.0'    |
| Height:      | 3.0' above grade |

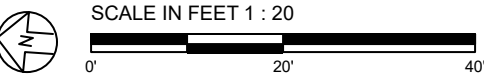
| ILLUMINATION SUMMARY              |             |
|-----------------------------------|-------------|
| MAINTAINED HORIZONTAL FOOTCANDLES |             |
|                                   | Entire Grid |
| Guaranteed Average:               | 30          |
| Scan Average:                     | 35.50       |
| Maximum:                          | 47          |
| Minimum:                          | 23          |
| Avg / Min:                        | 1.57        |
| Guaranteed Max / Min:             | 3           |
| Max / Min:                        | 2.10        |
| UG (adjacent pts):                | 1.45        |
| CU:                               | 0.65        |
| No. of Points:                    | 151         |
| LUMINAIRE INFORMATION             |             |
| Applied Circuits:                 | A           |
| No. of Luminaires:                | 6           |
| Total Load:                       | 6.44 kW     |

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



Pole location(s) ⚓ dimensions are relative to 0,0 reference point(s) ⊗



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ILLUMINATION SUMMARY

| EQUIPMENT LIST FOR AREAS SHOWN |          |      |                 |                 |                |            |           |             |
|--------------------------------|----------|------|-----------------|-----------------|----------------|------------|-----------|-------------|
| Pole                           |          |      |                 | Luminaires      |                |            |           |             |
| QTY                            | LOCATION | SIZE | GRADE ELEVATION | MOUNTING HEIGHT | LUMINAIRE TYPE | QTY / POLE | THIS GRID | OTHER GRIDS |
| 1                              | H2       | 50'  | -               | 50'             | TLC-LED-1200   | 2          | 0         | 2           |
|                                |          |      |                 | 50'             | TLC-LED-900    | 3          | 2         | 1           |
| 1                              | TOTALS   |      |                 |                 |                | 5          | 2         | 3           |



Pine Tree Valley Hockey and Skate  
Cottage Grove, MN

| GRID SUMMARY |                  |
|--------------|------------------|
| Name:        | Free Skate       |
| Size:        | 85' x 65'        |
| Spacing:     | 10.0' x 10.0'    |
| Height:      | 3.0' above grade |

| ILLUMINATION SUMMARY              |             |
|-----------------------------------|-------------|
| MAINTAINED HORIZONTAL FOOTCANDLES |             |
|                                   | Entire Grid |
| Scan Average:                     | 23.62       |
| Maximum:                          | 48          |
| Minimum:                          | 4           |
| Avg / Min:                        | 6.45        |
| Max / Min:                        | 13.20       |
| UG (adjacent pts):                | 2.50        |
| CU:                               | 0.54        |
| No. of Points:                    | 48          |
| LUMINAIRE INFORMATION             |             |
| Applied Circuits:                 | B           |
| No. of Luminaires:                | 2           |
| Total Load:                       | 1.76 kW     |

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

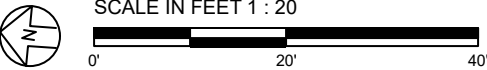
**Installation Requirements:** Results assume  $\pm 3\%$  nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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ILLUMINATION SUMMARY



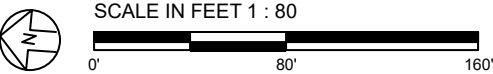
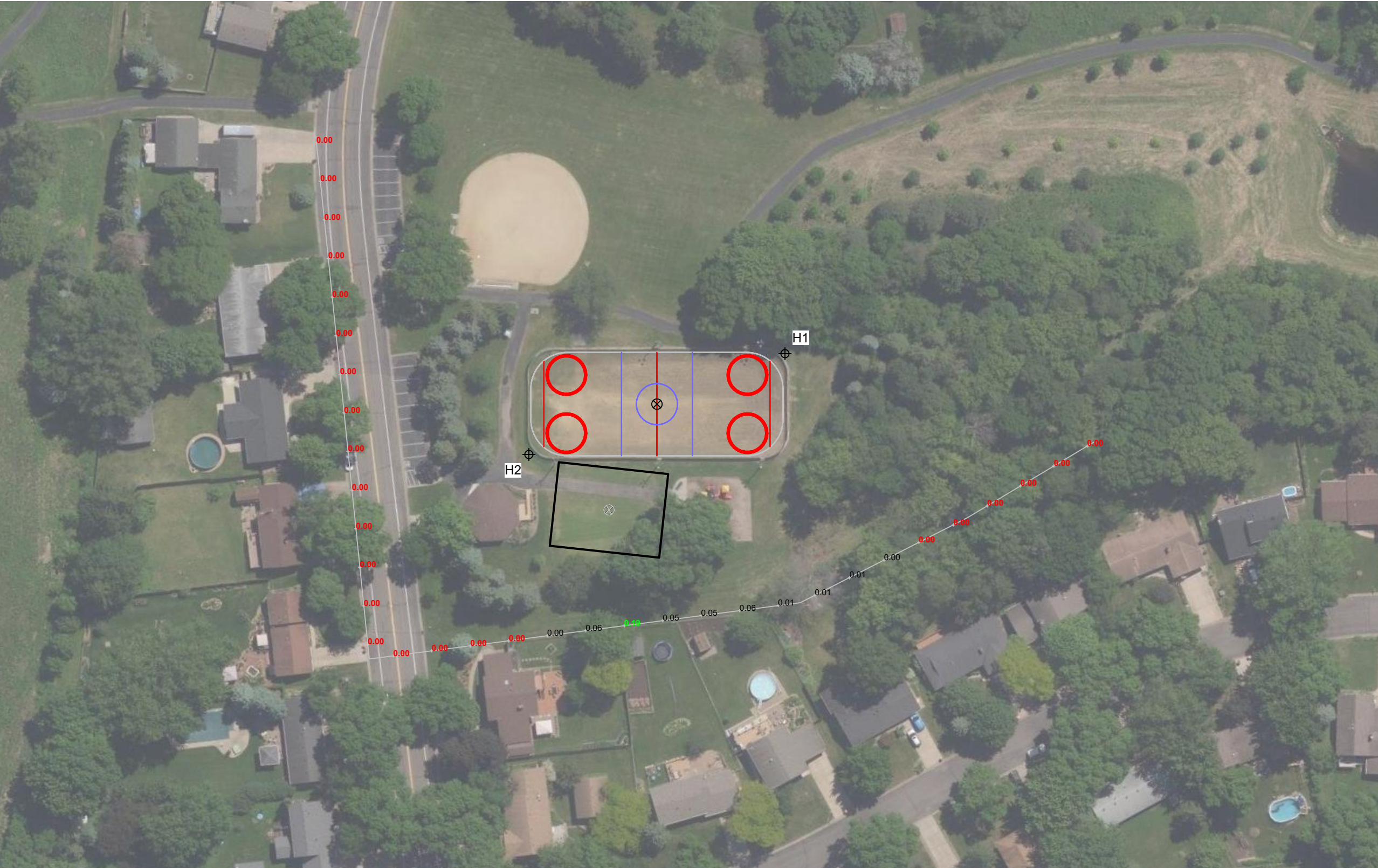
Pole location(s) dimensions are relative to 0,0 reference point(s)







| EQUIPMENT LIST FOR AREAS SHOWN |          |      |                 |                 |                |            |           |
|--------------------------------|----------|------|-----------------|-----------------|----------------|------------|-----------|
| Pole                           |          |      |                 | Luminaires      |                |            |           |
| QTY                            | LOCATION | SIZE | GRADE ELEVATION | MOUNTING HEIGHT | LUMINAIRE TYPE | QTY / POLE | THIS GRID |
| 1                              | H1       | 50'  | -               | 50'             | TLC-LED-1200   | 2          | 2         |
|                                |          |      |                 | 50'             | TLC-LED-900    | 1          | 1         |
| 1                              | H2       | 50'  | -               | 50'             | TLC-LED-1200   | 2          | 2         |
|                                |          |      |                 | 50'             | TLC-LED-900    | 3          | 3         |
| 2                              | TOTALS   |      |                 |                 |                | 8          | 8         |



Pole location(s) ⚓ dimensions are relative to 0,0 reference point(s) ⊗

## Pine Tree Valley Hockey and Skate

Cottage Grove, MN

| GRID SUMMARY |                  |
|--------------|------------------|
| Name:        | Property Spill   |
| Spacing:     | 30.0'            |
| Height:      | 3.0' above grade |

| ILLUMINATION SUMMARY     |                       |
|--------------------------|-----------------------|
| MAX VERTICAL FOOTCANDLES |                       |
| Scan Average:            | Entire Grid<br>0.0126 |
| Maximum:                 | 0.19                  |
| Minimum:                 | 0.00                  |
| No. of Points:           | 34                    |
| LUMINAIRE INFORMATION    |                       |
| Applied Circuits:        | A, B                  |
| No. of Luminaires:       | 8                     |
| Total Load:              | 8.2 kW                |

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



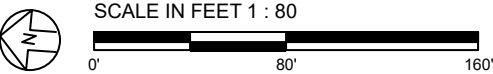
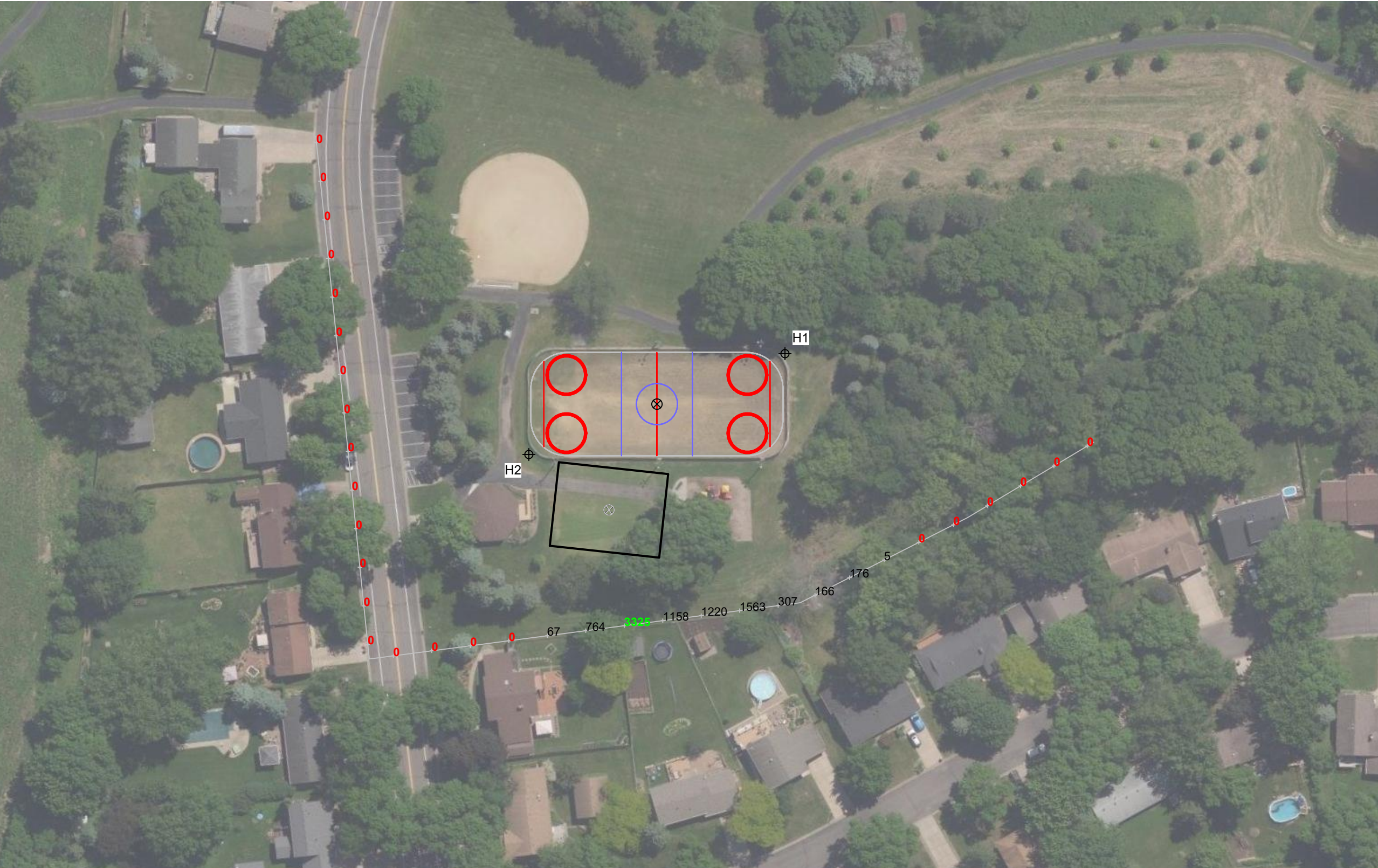
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### ILLUMINATION SUMMARY



| EQUIPMENT LIST FOR AREAS SHOWN |          |      |                 |                 |                |            |           |
|--------------------------------|----------|------|-----------------|-----------------|----------------|------------|-----------|
| Pole                           |          |      |                 | Luminaires      |                |            |           |
| QTY                            | LOCATION | SIZE | GRADE ELEVATION | MOUNTING HEIGHT | LUMINAIRE TYPE | QTY / POLE | THIS GRID |
| 1                              | H1       | 50'  | -               | 50'             | TLC-LED-1200   | 2          | 2         |
|                                |          |      |                 | 50'             | TLC-LED-900    | 1          | 1         |
| 1                              | H2       | 50'  | -               | 50'             | TLC-LED-1200   | 2          | 2         |
|                                |          |      |                 | 50'             | TLC-LED-900    | 3          | 3         |
| 2                              | TOTALS   |      |                 |                 |                | 8          | 8         |



ENGINEERED DESIGN By: Scott Davis · File #228718AB · 21-Jul-23

## Pine Tree Valley Hockey and Skate

Cottage Grove, MN

| GRID SUMMARY |                  |
|--------------|------------------|
| Name:        | Property Spill   |
| Spacing:     | 30.0'            |
| Height:      | 3.0' above grade |

| ILLUMINATION SUMMARY  |                         |
|-----------------------|-------------------------|
| CANDELA (PER FIXTURE) |                         |
| Scan Average:         | Entire Grid<br>257.3932 |
| Maximum:              | 3324.95                 |
| Minimum:              | 0.00                    |
| No. of Points:        | 34                      |
| LUMINAIRE INFORMATION |                         |
| Applied Circuits:     | A, B                    |
| No. of Luminaires:    | 8                       |
| Total Load:           | 8.2 kW                  |

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume  $\pm 3\%$  nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

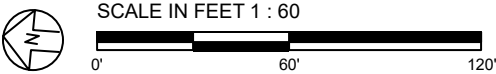


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### ILLUMINATION SUMMARY





ENGINEERED DESIGN By: Scott Davis · File #228718AB · 21-Jul-23

Pole location(s) ⦿ dimensions are relative to 0,0 reference point(s) ⊗

Pine Tree Valley Hockey and Skate

Cottage Grove, MN

EQUIPMENT LAYOUT

INCLUDES:

- Free Skate
- Hockey

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

EQUIPMENT LIST FOR AREAS SHOWN

| Pole |          |      |                 | Luminaires      |                |            |
|------|----------|------|-----------------|-----------------|----------------|------------|
| QTY  | LOCATION | SIZE | GRADE ELEVATION | MOUNTING HEIGHT | LUMINAIRE TYPE | QTY / POLE |
| 1    | H1       | 50'  | -               | 50'             | TLC-LED-1200   | 2          |
|      |          |      |                 | 50'             | TLC-LED-900    | 1          |
| 1    | H2       | 50'  | -               | 50'             | TLC-LED-1200   | 2          |
|      |          |      |                 | 50'             | TLC-LED-900    | 3          |
| 2    | TOTALS   |      |                 |                 |                | 8          |

SINGLE LUMINAIRE AMPERAGE DRAW CHART

| Driver<br>(.90 min power factor) | Line Amperage Per Luminaire<br>(max draw) |             |             |             |             |             |             |
|----------------------------------|-------------------------------------------|-------------|-------------|-------------|-------------|-------------|-------------|
|                                  | 208<br>(60)                               | 220<br>(60) | 240<br>(60) | 277<br>(60) | 347<br>(60) | 380<br>(60) | 480<br>(60) |
| Single Phase Voltage             | 208<br>(60)                               | 220<br>(60) | 240<br>(60) | 277<br>(60) | 347<br>(60) | 380<br>(60) | 480<br>(60) |
| TLC-LED-900                      | 5.2                                       | 4.9         | 4.5         | 3.9         | 3.1         | 2.9         | 2.3         |
| TLC-LED-1200                     | 6.9                                       | 6.5         | 6.0         | 5.2         | 4.2         | 3.8         | 3.0         |



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## **C. CONTROLS AND MONITORING**

# System Requirements: Control System Summary

Project Name: Pine Tree Valley Hockey And Skate | Project #: 228718

Control System ID: 1 of 1

Distribution Panel Location/ID: Service #1

## Project Information

### Control System

Control System ID: 1 of 1  
Control System Type: Control-Link ® Control and Monitoring System  
Communication Type: PowerLine-ST

### Project Notes:

One push button for both zones

### Power Requirements

#### Control cabinet(s):

Control voltage (phase to neutral) 120/60  
VA loading - Inrush 1308.0  
VA loading - Sealed 154.0

#### Lighting Circuits:

Voltage/Hertz/Phase 240/60/1

### Equipment Listing

| Description                              | Qty | Size (in) |
|------------------------------------------|-----|-----------|
| Control and monitoring cabinet - primary | 1   | 24 X 48   |

## Important Notes:

1. Please confirm that the lighting circuit voltage listed above is accurate for this facility. This is the voltage/phase being connected and utilized at each lighting pole's electrical components enclosure disconnect. Inaccurate voltage/phase can result in additional costs and delays. Contact your Musco sales representative to confirm this item.
2. In a 3 phase design, all 3 phases are to be run to each pole location. Musco's single phase luminaires come pre-wired to utilize all 3 phases across the entire facility.
3. One contactor is required for each circuit at each pole location. Contactors are 3 pole and 100% rated for the published continuous load.
4. If the lighting system will be fed from more than one distribution location, additional equipment may be required. Contact your Musco sales representative.
5. Size overcurrent devices using the full load amps column of the Circuit Summary by Switch chart (Minimum power factor is 0.9). Size conduit per code unless otherwise specified as larger to allow for harness connectors.
6. Avoid use of in-ground junction/pull boxes when possible. If used, all wire connectors must be UL listed for Wet Locations to prevent leakage current.
7. Control power wiring must be in separate conduit from line or load power wiring. Communication cables must be in separate conduit from any power wiring.
8. Refer to Installation Instructions for more details on equipment information and the installation requirements.

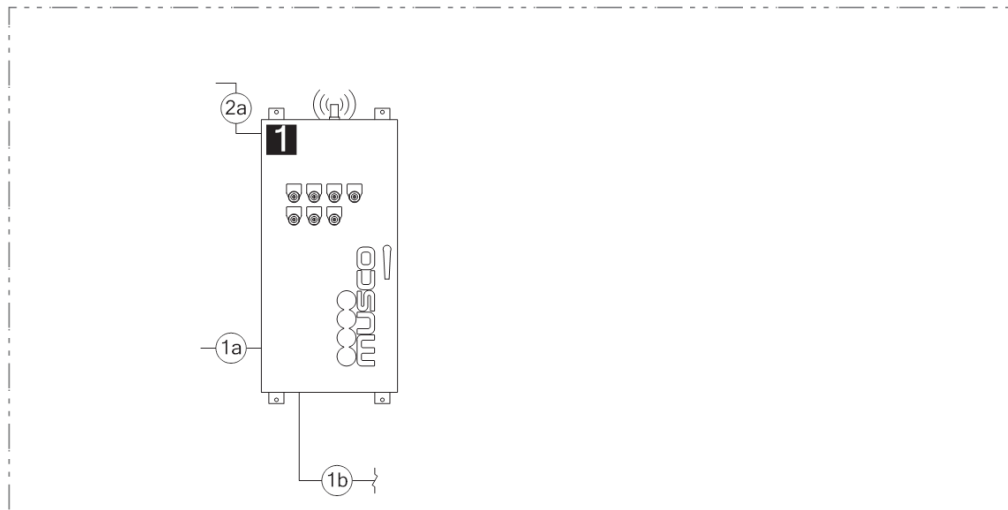
# System Requirements: Control System Summary

Project Name: Pine Tree Valley Hockey And Skate | Project #: 228718  
Control System ID: 1 of 1  
Distribution Panel Location/ID: Service #1

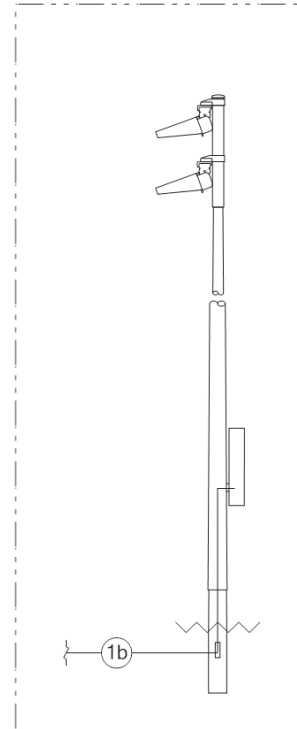
## Equipment Layout and Connection Details



Control cabinet location



Lighting system



### Connection Details

| ID | Description                                                                                                                                  |
|----|----------------------------------------------------------------------------------------------------------------------------------------------|
| 1a | Line power to contactors, and equipment grounding conductor. Requires one circuit per contactor, size wiring per load and voltage drop.      |
| 1b | Load power from contactors, and equipment grounding conductor. Requires one circuit per contactor, size wiring per load and voltage drop.    |
| 2a | Control power with equipment ground to control cabinet. Requires dedicated 20 A circuit. Provide transformer if control voltage not present. |

### Equipment

| ID | Description                              |
|----|------------------------------------------|
| 1  | Control and monitoring cabinet - primary |

# System Requirements: Control System Summary

Project Name: Pine Tree Valley Hockey And Skate | Project #: 228718

Control System ID: 1 of 1

Distribution Panel Location/ID: Service #1

## Circuit Summary

### Switching Schedule

| Field/Switch Description | Switches |
|--------------------------|----------|
| Free Skate               | 2        |
| Hockey                   | 1        |

**Control Module ID: 1**

**Lighting Circuit Voltage: 240/60/1**

### Circuit Summary by Switch

| Switch | Zone Description | Pole ID | Qty of Fixtures | Full load amperes | Contactor Size (Amps) | Cabinet # | Contactor ID |
|--------|------------------|---------|-----------------|-------------------|-----------------------|-----------|--------------|
| 1      | Hockey           | H1      | 3               | 16.52             | 30                    | 1         | C1           |
|        | Hockey           | H2      | 3               | 16.52             | 30                    | 1         | C2           |
| 2      | Free Skate       | H2      | 2               | 9.04              | 30                    | 1         | C3           |



## **D. STRUCTURAL INFORMATION**

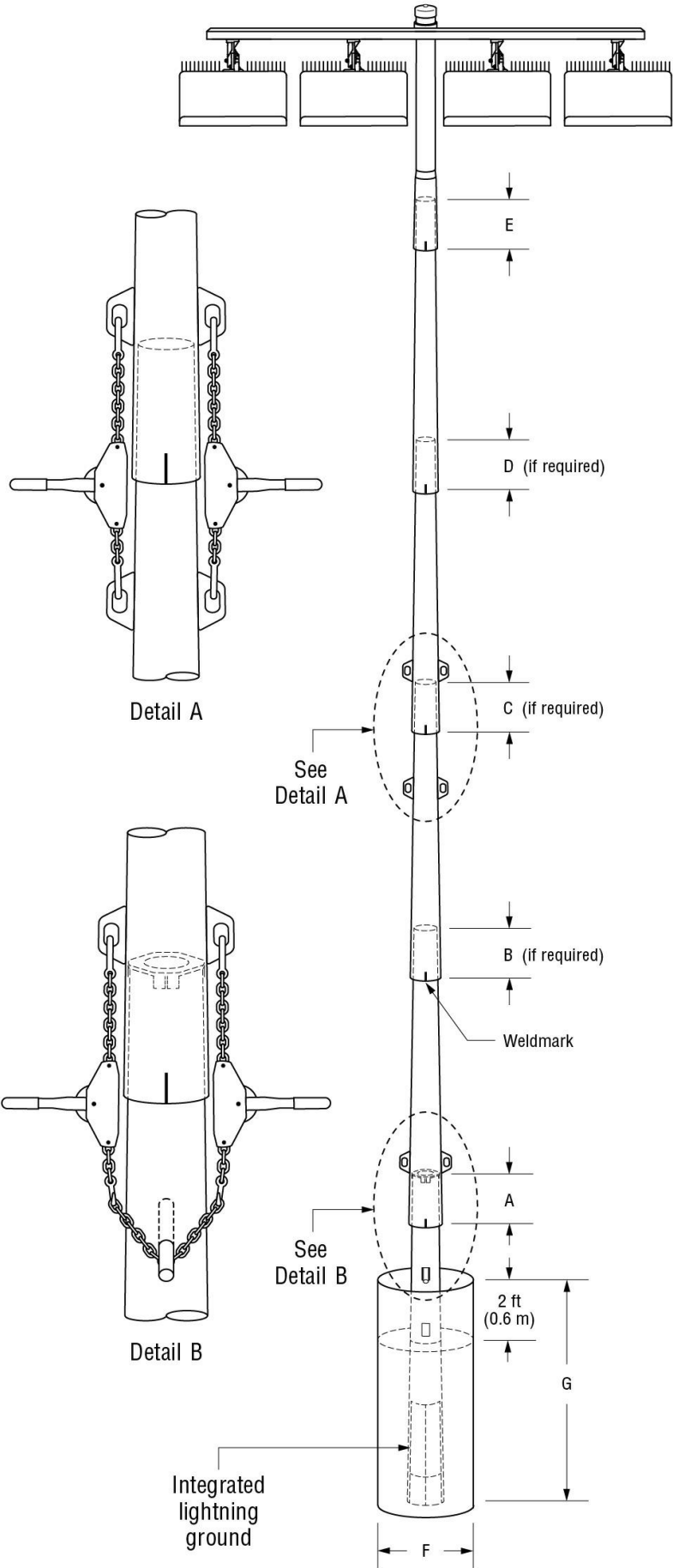
PRELIMINARY FOUNDATION AND POLE ASSEMBLY DRAWING

| TABLE 1: POLE ASSEMBLY |                       |                 |                                               |
|------------------------|-----------------------|-----------------|-----------------------------------------------|
| POLE ID                | POLE HEIGHT<br>ft (m) | # OF LUMINAIRES | ASSEMBLED POLE WEIGHT <sup>3</sup><br>lb (kg) |
| H1                     | 50 (15.2)             | 3               | 890 (404)                                     |
| H2                     | 50 (15.2)             | 5               | 1058 (480)                                    |

- Pole Assembly Notes:
- Steel pole should overlap concrete base and be seated tight with 1 1/2 ton come-alongs (contractor provided).
  - Align weldmarks on steel sections before assembling.
  - Assembled pole weight includes steel sections, crossarms, luminaires, and electrical components enclosures.
  - Section overlap must be pulled together until tight. Overlap measurement should be +/- 6 in (150 mm).
  - This document is not intended for use as an assembly instruction. See *Installation Instructions: Light-Structure System™ Lighting System* for complete assembly procedure.

| TABLE 2: FOUNDATION DETAILS |                                 |                                   |             |                                                                        |          |                               |                          |
|-----------------------------|---------------------------------|-----------------------------------|-------------|------------------------------------------------------------------------|----------|-------------------------------|--------------------------|
| POLE ID                     | CONCRETE BASE WEIGHT<br>lb( kg) | BURIAL INFORMATION <sup>3,4</sup> |             |                                                                        | CUT BASE | LIGHTNING GROUND <sup>5</sup> |                          |
|                             |                                 | F<br>in (mm)                      | G<br>ft (m) | CONCRETE BACKFILL <sup>1,2</sup><br>yd <sup>3</sup> ( m <sup>3</sup> ) |          | TYPE                          | SUPPLEMENTAL INSTRUCTION |
| H1                          | 1860 (844)                      | 30 (762)                          | 10 (3.0)    | 1.2 (0.9)                                                              | NO       | INTEGRATED <sup>6</sup>       | N/A                      |
| H2                          | 1860 (844)                      | 30 (762)                          | 10 (3.0)    | 1.2 (0.9)                                                              | NO       | INTEGRATED <sup>6</sup>       | N/A                      |

- Foundation Notes:
- Concrete backfill is calculated to 2 ft (0.6m) below grade (no overage included). Top 2 ft (0.6m) to be class 5 soil compacted to 95% density of surrounding undisturbed soil unless otherwise specified in stamped structural design.
  - Concrete backfill required 3000 lb/in<sup>2</sup> (20 MPa) minimum.
  - Foundation design per 2018 IBC, 110 mph, exposure category C, variation STD (Risk Category II).
  - Assumes IBC class 5 soils.
  - Standard bases include integrated lightning protection. If bases are cut, supplemental lightning protection is required. Contact Musco for materials and instruction.
  - Lightning protection is a manufacturer installed concrete encased electrode and connector. Ground connection is made when concrete base is installed and footing is poured. No additional steps required.



R60-62-00\_A

Pine Tree Valley Hockey And Skate - Cottage Grove, MN, USA

Date: 07/26/2023  
Rep: Scott Peitz  
Project: 228718

Scale: N/A  
Page: 1 of 1  
Preliminary



## E. WARRANTY



# Musco Constant 25™

25-Year Product Assurance & Warranty Program

Project name: Pine Tree Valley Hockey and Skate Project number: 228718  
Owner: City of Cottage Grove city: Cottage Grove State: MN  
Covered product(s): Light-Structure System™ with TLC for LED™ technology  
Date issued: Date of Shipment Expiration: Date of Shipment +25 years

Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of your lighting system to original design criteria for 25 years. Musco products and services are guaranteed to perform on your project as detailed in this document.

## Light Performance

Specified illumination levels will be maintained and are marked as guaranteed in the Musco Illumination Summary. Individual luminaire outages that occur during the warranty and maintenance period are repaired when the usage of any field is materially impacted.

## Spill Light Control

If specified, spill light levels at identified locations are guaranteed to be controlled to the maximum values provided in the Musco Illumination Summary.

## Energy Consumption

Total average kW consumption for your lighting system is guaranteed to be not more than the total load shown in the Musco Illumination Summary.

## Monitoring, Maintenance, and Control Services

Musco shall monitor the performance of your lighting system, including on/off status, hours of usage, and luminaire outages. If outages that affect playability are detected, Musco will contact you and proactively dispatch technicians.

On-off control of your lighting system is provided via an easy-to-use web site scheduling system, smartphone app, phone, email, or fax. Our trained Control-Link Central™ service center staff is available toll-free 24/7. Regular usage reports are always available on Control-Link Central's web site.

## Structural Integrity

Your project has been designed to IBC 2018, 110 mph, Exposure C.  
Structural integrity of equipment manufactured by Musco is guaranteed.

Musco has a team of people to ensure fulfillment of our product and services warranty and maintains financial reserves dedicated to support our fulfillment of this warranty. Please keep this document as your signed contract guaranteeing comprehensive service for the 25 year period.





# Musco Constant 25™

## 25-Year Product Assurance & Warranty Program

### Terms and Conditions

Service under this Contract is provided by Musco Sports Lighting, LLC ("Musco") or an authorized servicer approved by Musco. Services performed under this Contract shall consist of furnishing labor and parts necessary to restore the operation of the Covered Product(s) to original design criteria provided such service is necessitated by failure of the Covered Product(s) during normal usage. This Contract covers Product(s) consisting of Musco's Total Light Control – TLC for LED® with Control-Link® and any additional Musco manufactured product as listed on page 1.

"We", "us," and "our" mean Musco. "You" and "your" mean the purchaser of the Covered Product(s). No one has the authority to change this Contract without the prior written approval of Musco. Musco shall not assume responsibility for their agents or assignees other than as described below. If there is a conflict between the terms of this Contract and information communicated either orally or in writing by one or more of our employees or agents, this Contract shall control.

#### Additional Provisions

**1. Availability of Service:** Control-Link Central™ operators shall be available 24/7 via web site, phone, fax, or email. Maintenance service specialists shall be available 8AM to 5PM Central Time, and services shall be rendered during these same hours in your local time zone, Monday through Friday (with the exception of national holidays). Hours of operation are subject to change without notice to you. Musco will exercise all reasonable efforts to perform service under this Contract, but will not be responsible for delays or failure in performing such services caused by adverse weather conditions, acts of any government, failure of transportation, accidents, riots, war, labor actions or strikes or other causes beyond its control.

**2. Determination of Repairs:** Musco will utilize the field monitoring system and any information provided by the customer to determine when the usage of the field is materially impacted. From this information, Musco will determine needed repair and/or replacement of Covered Product(s) and parts. Repair will be with Product(s) of like kind and quality.

**3. Your Requirements Under this Contract:** You must meet all electrical and installation requirements as specified by the manufacturer. In addition, you promise and assure: full cooperation with Musco, Musco's technicians and authorized servicers during telephone diagnosis and repair of the Covered Product(s); reasonable accessibility of the Covered Product(s); a nonthreatening and safe environment for service.

You agree to check fuses and to replace fuses as needed. Musco provides spare fuses in the lowest alpha-numeric numbered enclosure. Musco will replenish spare fuses used.

You agree to keep your control system online. This means keeping the required control voltage to the control system at all times. Any deviation from this practice must be discussed with Musco's Warranty Department.

**4. Service Limitations — This Contract does not cover:** Maintenance, repair, or replacement necessitated by loss or damage resulting from any external causes such as, but not limited to, theft, environmental conditions, negligence, misuse, abuse, improper electrical/power supply, unauthorized repairs by third parties, attachments, damage to cabinetry, equipment modifications, vandalism, animal or insect infestation, physical damage to Covered Product(s) parts or components, failure of existing structures, supporting electrical systems or any non-Musco equipment, or acts of God/nature (including, but not limited to: earthquake, flood, tornadoes, typhoons, hurricanes, or lightning).

#### 5. Contract Limitations:

a. **EXCLUSIONS FROM COVERAGE:** IN NO EVENT WILL MUSCO BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH INCLUDE, BUT ARE NOT LIMITED TO, ANY DELAY IN RENDERING SERVICE OR LOSS OF USE DURING THE REPAIR PERIOD OF THE COVERED PRODUCT(S) OR WHILE OTHERWISE AWAITING PARTS.

b. **Limitation of Liability:** To the extent permitted by applicable law, the liability of Musco, if any, for any allegedly defective Covered Product(s) or components shall be limited to repair or replacement of the Covered Product(s) or components at Musco's option. THIS CONTRACT IS YOUR SOLE EXPRESS WARRANTY WITH RESPECT TO THE COVERED PRODUCT(S). ALL IMPLIED WARRANTIES WITH RESPECT TO THE COVERED PRODUCT(S) INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED.

c. For the purposes of and by your acceptance of this Contract you acknowledge and agree that if a surety bond ("Bond") is provided the warranty and/or maintenance guarantee provided for in this Contract and any corresponding liability on behalf of the issuing surety under the Bond is limited to the first twelve (12) months of said warranty and/or maintenance guarantee coverage period. Any warranty and/or guarantee coverage period in excess of said initial 12 month period does not fall within the scope of the Bond and shall be the sole responsibility of Musco.

d. Musco requires reasonable access for a crane or man lift equipment to service the lighting system. Musco will not be responsible for damage from operating the vehicle on the property when the equipment is operated in the prescribed manner over the designated access route.

e. **Obsolescence or Environmental Restrictions:** If during any maintenance or other work performed under this Warranty, any of the parts of the Covered Product(s) are found to be either obsolete, no longer available, or prohibited by any state or federal agency, Musco shall replace said parts with comparable parts and materials with equal operating characteristics solely at Musco's discretion. The cost of replacement of any obsolete cellular related technology shall be borne by you. Prior to completing any such work, Musco shall notify you of the cost (if any) you will incur in the replacement of such parts under this section.

**6. Transfer and Assignment:** Except to owners, you shall not have the right to assign or otherwise transfer your rights and obligations under this Contract except with the prior written consent of Musco; however, a successor in interest by merger, operation of law, assignment or purchase or otherwise of your entire business shall acquire all of your interests under this Contract.

**7. Governing Law:** Unless otherwise governed by applicable state law, the Contract shall be interpreted and enforced according to the laws of the State of Iowa.

**8. Subrogation:** In the event Musco repairs or replaces any Covered Product(s), parts or components due to any defect for which the manufacturer or its agents or suppliers may be legally responsible, you agree to assign your rights of recovery to Musco. You will be reimbursed for any reasonable costs and expenses you may incur in connection with the assignment of your rights. You will be made whole before Musco retains any amounts it may recover.

**Signature:** \_\_\_\_\_

**Vice President of Sales**



## **F. PRODUCT INFORMATION**

# 5 Easy Pieces™

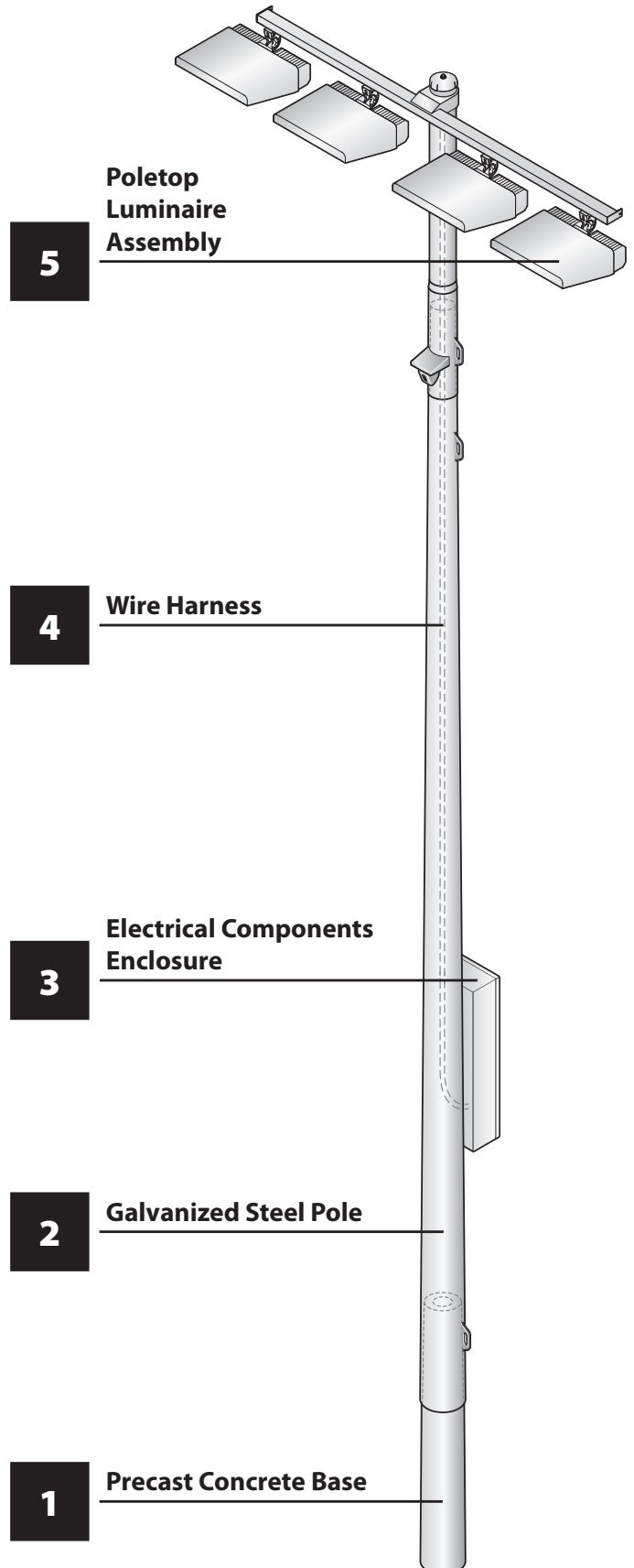
## Complete System from Foundation to Poletop

Factory wired, aimed, and tested

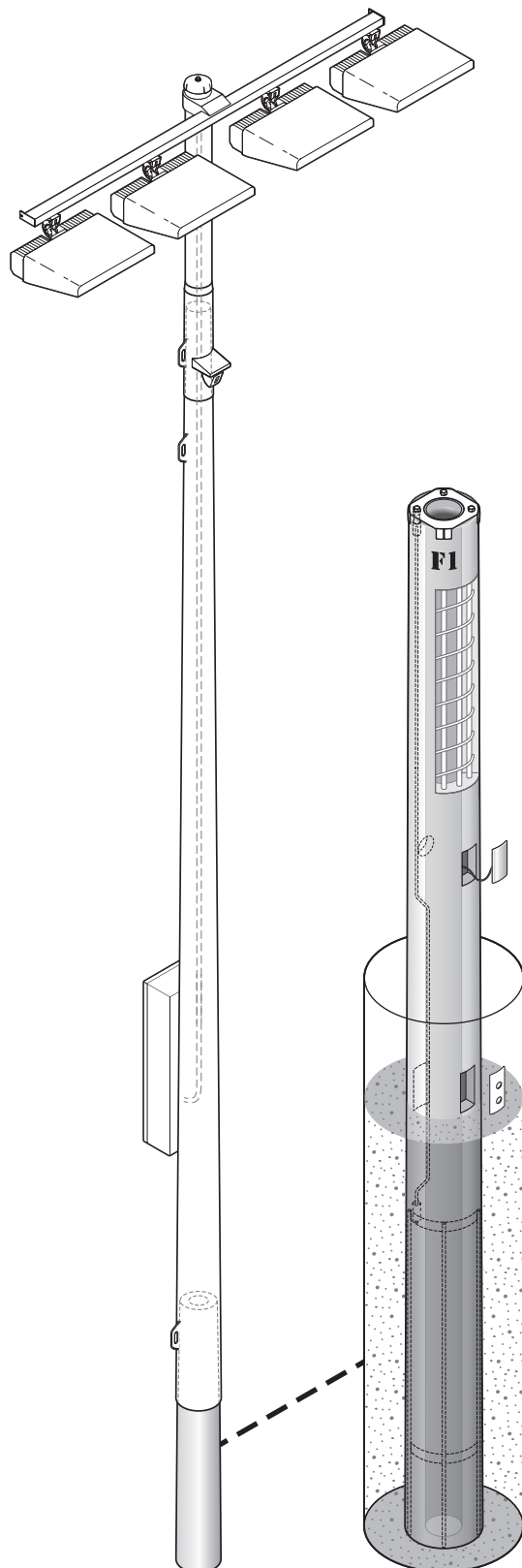
Fast, trouble-free installation

Comprehensive corrosion package

Integrated lightning ground



## TLC for LED® – Precast Concrete Base



### Overview

The precast concrete base is set directly into the ground and backfilled with concrete. The base includes an integrated lightning ground system.

### Features

#### Base

- Set pole on base in 24 hours
- Tapered upper section for slip-fit steel pole
- Access holes for wire entry
- Epoxy-coated ends prevent water intrusion
- Lifting hole accepts load-rated steel rod provided by Musco

#### Integrated Lightning Ground System

- Complies with NFPA 780, UL 96A, and EN 62305 standards when installed per Musco installation instructions
- UL Listed, Class II Lightning Protection, file number E337467
- Tested up to 100 kA by independent laboratory
- Steel pole interfaces with integrated grounding system by means of the pole grounding connector
- 2/0 AWG (crosssectional area of 67.4 mm<sup>2</sup>) grounding electrode conductor
- Concrete-encased grounding electrode, 20 feet (6.1 m) total length, ½ inch (12.7 mm) diameter

### Technical Specifications

Base dimensions vary. For measurements refer to project-specific *Foundation and Pole Assembly* drawing.

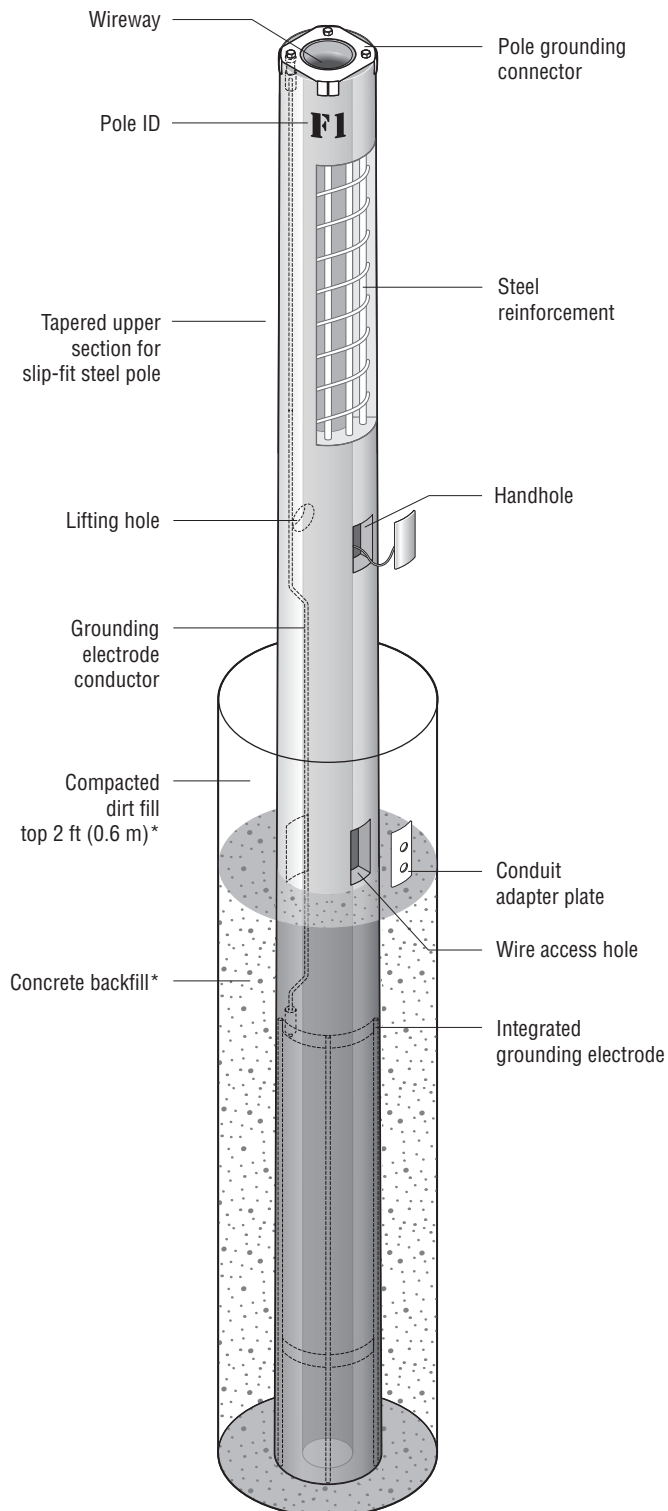
#### Construction

- Spun concrete construction
- Prestressed steel vertical strands and coil spiral for strength throughout base
- Minimum design strength is 9500 lb/in<sup>2</sup> (65.5 MPa) at 28 days
- Meets ASTM C1804 design requirements

#### Quality Assurance Tests

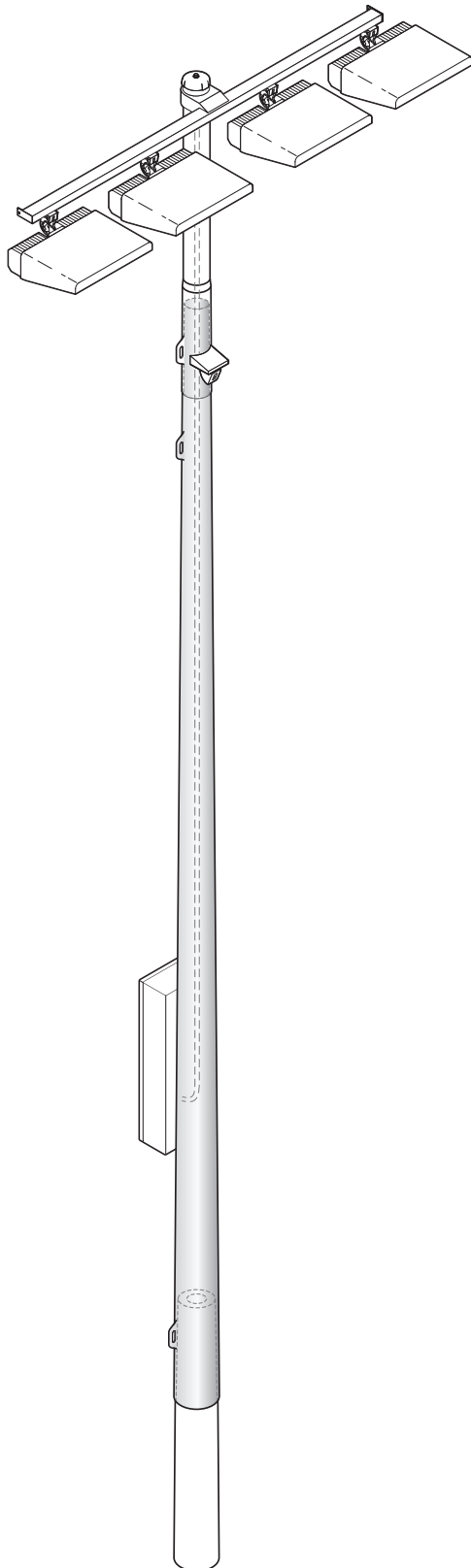
- 28-day compressive strength
- Bending moment capacity
- Grounding system continuity

## TLC for LED® – Precast Concrete Base



\*Standard pier foundation shown. Foundation and/or backfill may vary per alternate foundation design.

## TLC for LED® – Galvanized Steel Pole



### Overview

The galvanized steel pole is designed to slip-fit together with the precast concrete base and the poletop luminaire assembly.

### Features

- Slip-fit connection allows pole assembly with come-alongs
- Built-in hardware for attaching electrical components enclosure
- Wire access from inside the pole (no exposed wiring or conduit)
- Shipped in sections for easier handling
- Labeled with pole identification for location on field

### Technical Specifications

Pole dimensions vary. For measurements refer to project specific pole configuration drawing.

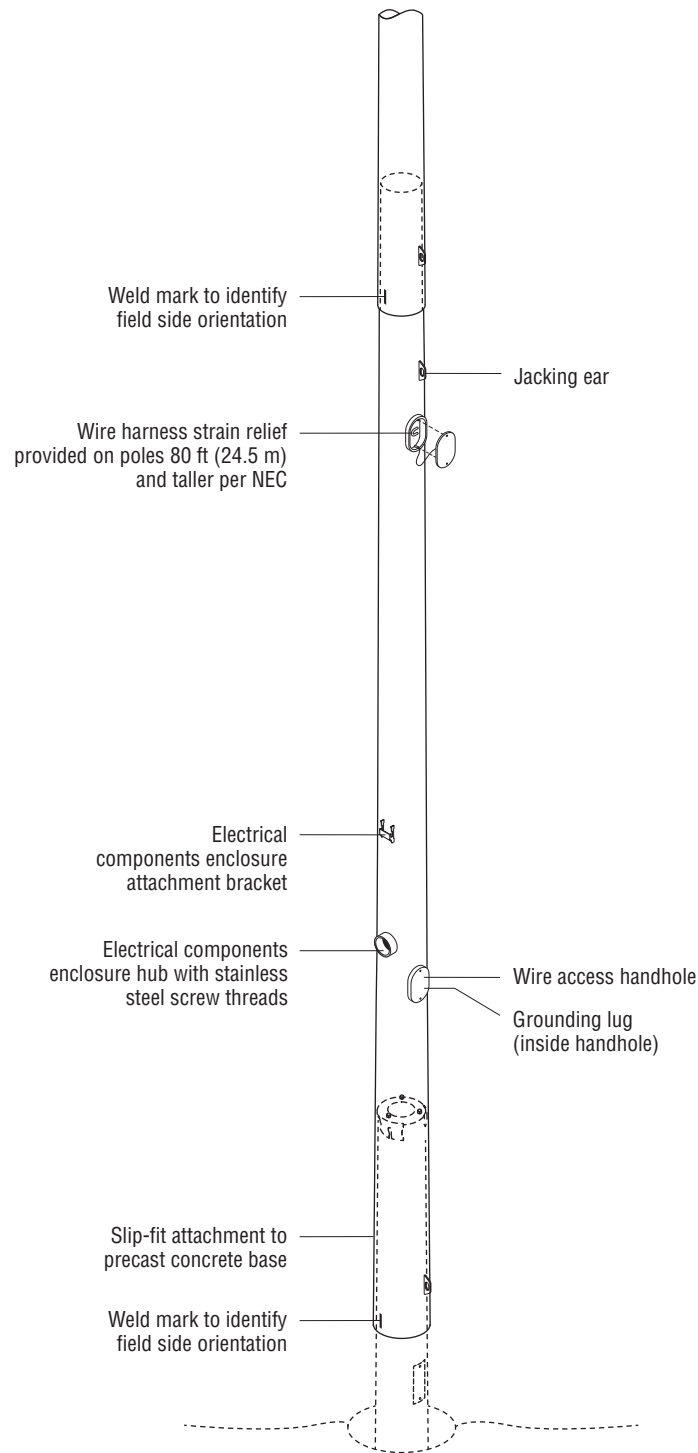
### Construction

- Pole designs comply with all major building codes
- High strength, low alloy, tapered, round steel pole
- Hot-dip galvanizing inside and outside after fabrication meets ASTM-A123 and EN 1461 standards
- Conforms to AASHTO stress standards and BS EN 40-3-1
- Grounding lug—rated for aluminum (AL) or copper (CU) wiring
- Pole shipped in sections
- Stainless steel fasteners passivated and coated
- Material certifications are available

### Quality Assurance Tests

- Bending stress
- Minimum galvanizing thickness
- Straightness measurement

## TLC for LED® – Galvanized Steel Pole



## TLC for LED® – Electrical Components Enclosure

### Overview

The electrical components enclosure contains all necessary equipment to operate luminaires. Built-in mounting hardware allows for easy attachment to the galvanized steel pole. Quick connect plugs fasten to the wire harness.

### Features

- Factory-built and tested as a unit
- Quick connect plug for easy field wiring
- Mounted 10 ft (3 m) above grade for servicing with ladder
- Labeled with pole identification and electrical information
- Drivers individually fused and spare fuses supplied
- Wire access from inside the pole (no exposed wiring or conduit)
- Disconnect per circuit

### Technical Specifications

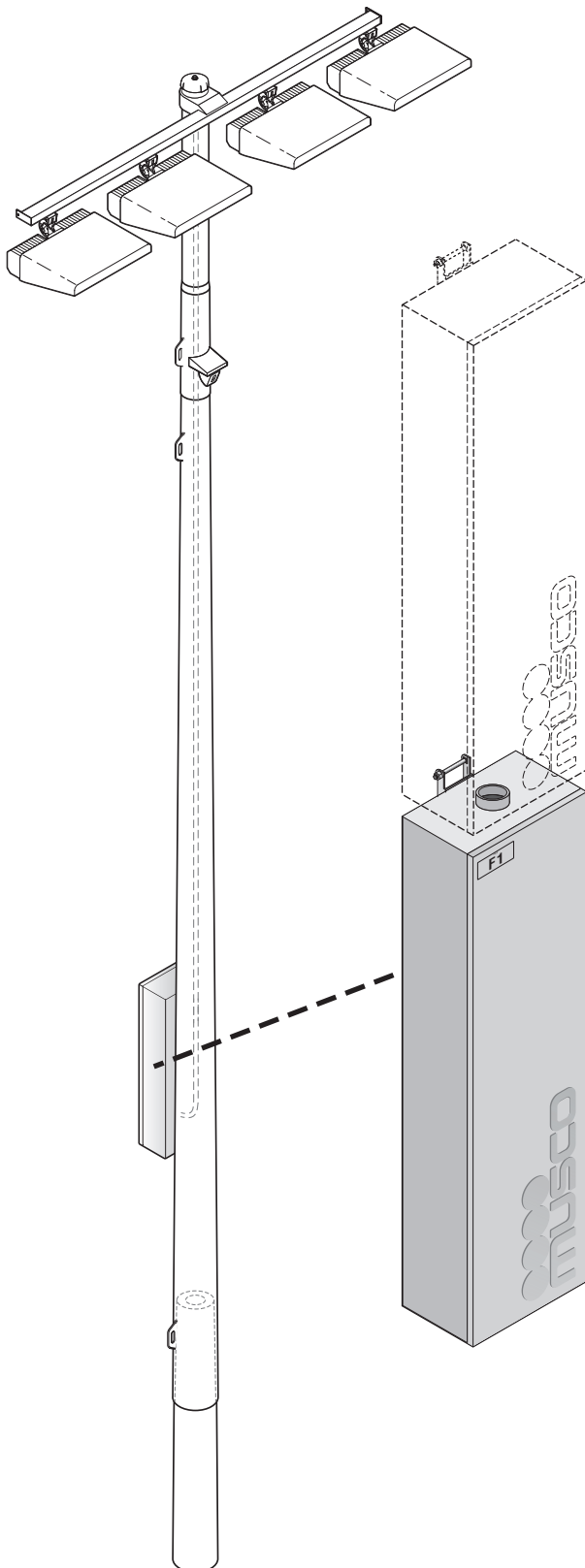
For amperage draws and circuitry refer to project specific document.

### Construction

- 0.08 inch (2 mm) thick, powder-coated aluminum
- Enclosure ratings: NEMA 3R, IP54
- Designed to operate in up to 50° C (122° F) ambient temperature
- Full length stainless steel hinge
- All stainless steel fasteners passivated and coated
- Meets touchsafe standards
- Up to four drivers per enclosure
- Approximate weight 65 lb (29 kg)
- Lower enclosure size 14.25 in (362 mm) wide x 8 in (203 mm) deep x 52.5 in (1334 mm) high
- Upper enclosure size 14.25 in (362 mm) wide x 8 in (203 mm) deep x 40.5 in (1029 mm) high

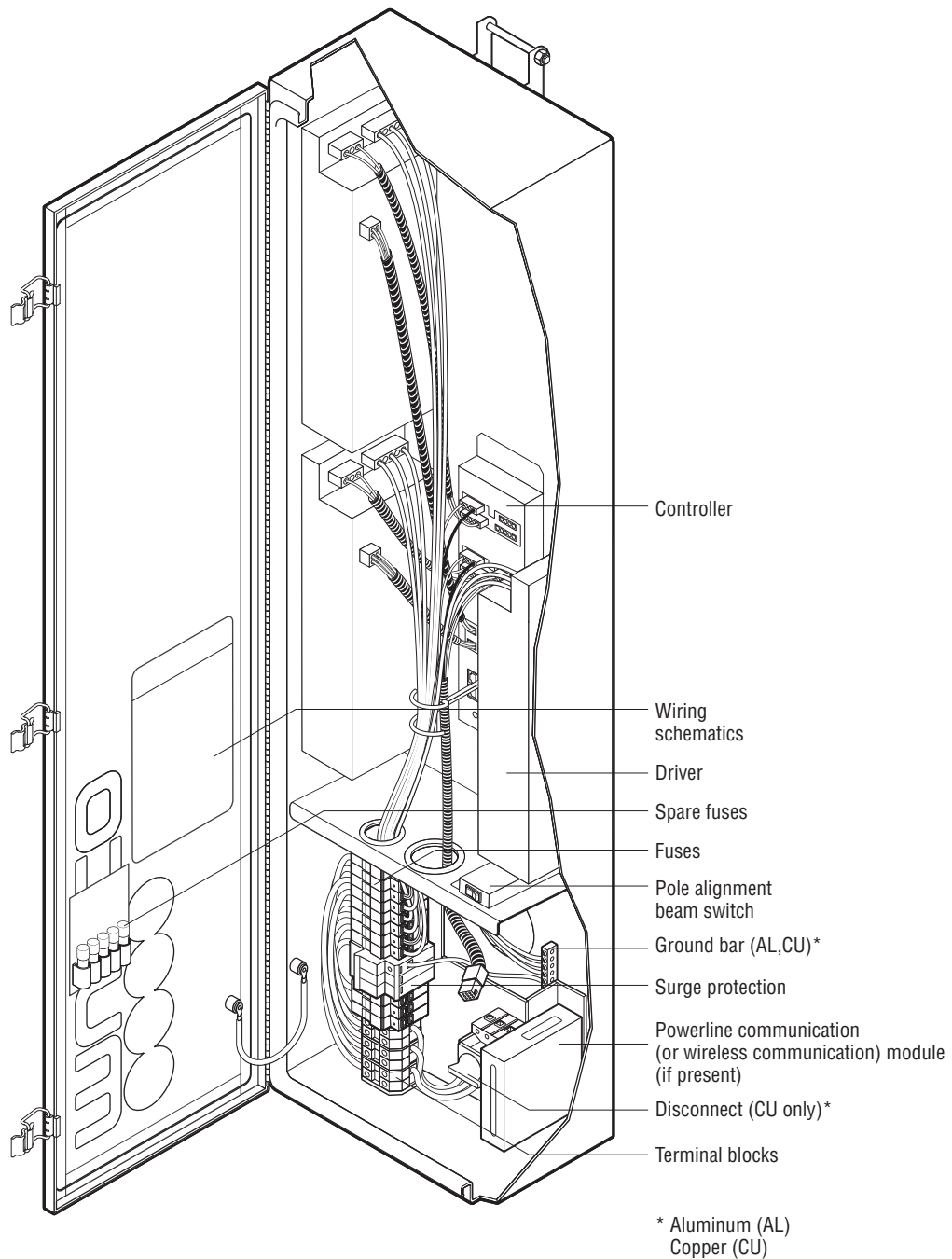
### Quality Assurance Tests

- Grounding continuity
- High potential dielectric withstand
- Full functionality test

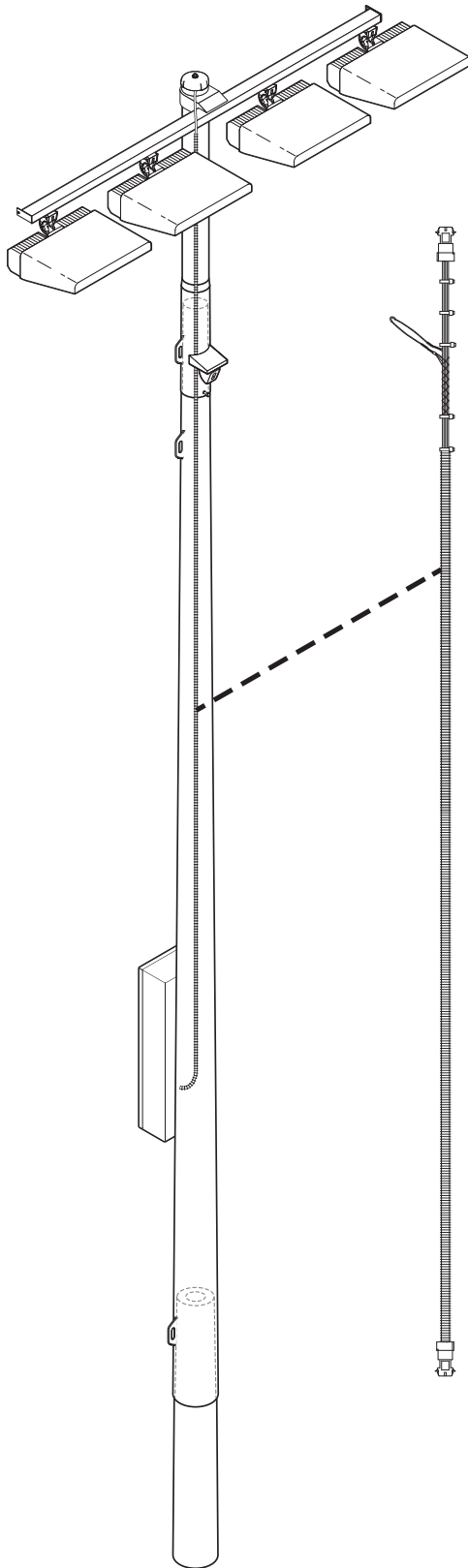




## TLC for LED® – Electrical Components Enclosure



## TLC for LED® – Wire Harness



### Overview

The factory-built wire harness connects the electrical components enclosure to the poletop luminaire assembly.

### Features

- Quick connect plugs for easy field wiring
- Factory-assembled support grip alleviates strain on connections
- Spiral wound cable eliminates slippage
- Protective sleeve prevents wire damage
- All internal wiring, no exposed wires
- Labels identify pole and luminaires

### Technical Specifications

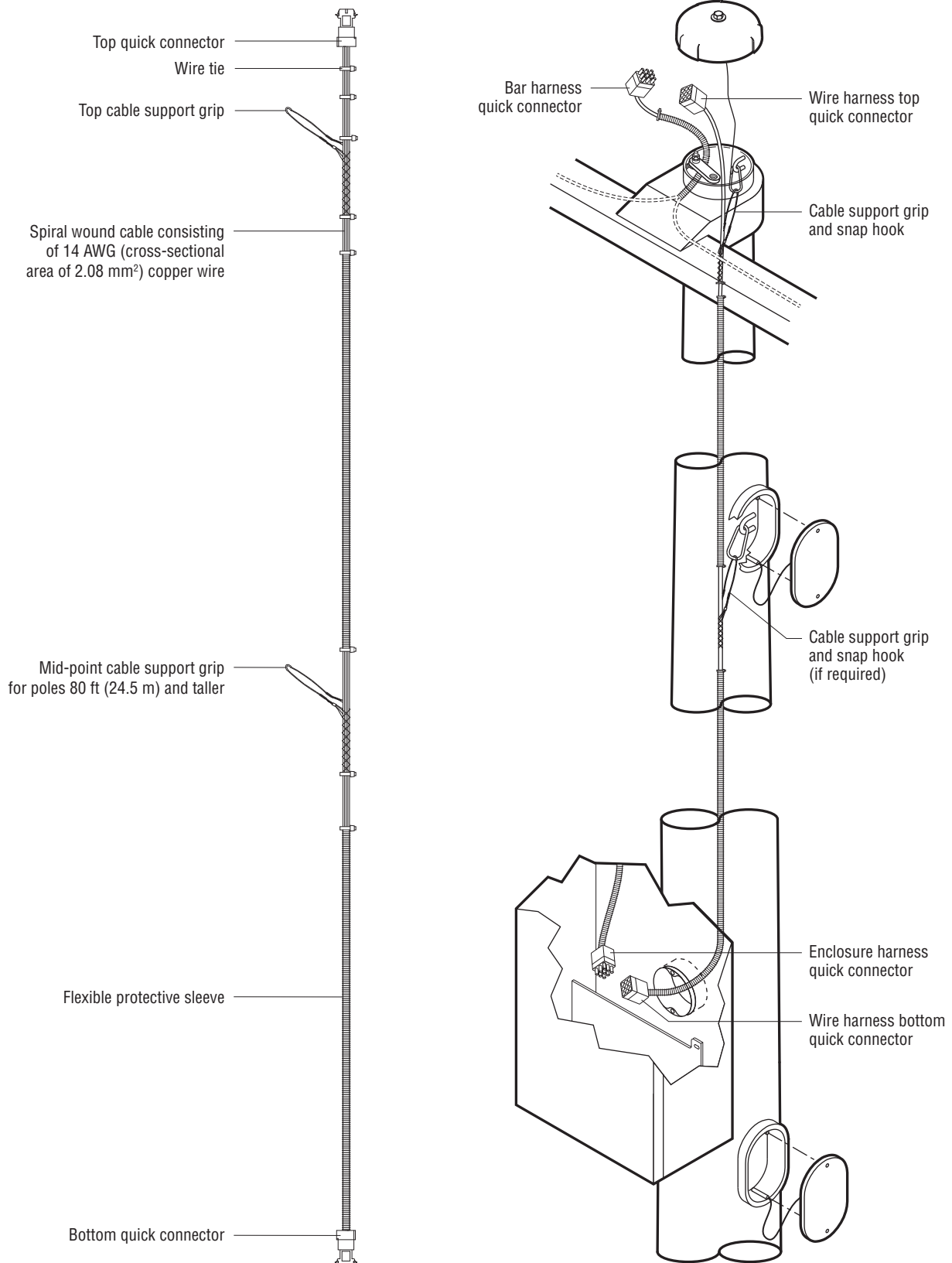
#### Construction

- Spiral wound, wrapped cable, 14 AWG (cross-sectional area of 2.08 mm<sup>2</sup>) copper wire
- Integral cable support grip
- Two wires per driver
- Each harness supports up to four drivers
- Multiple top connectors may be present if required for number of luminaires

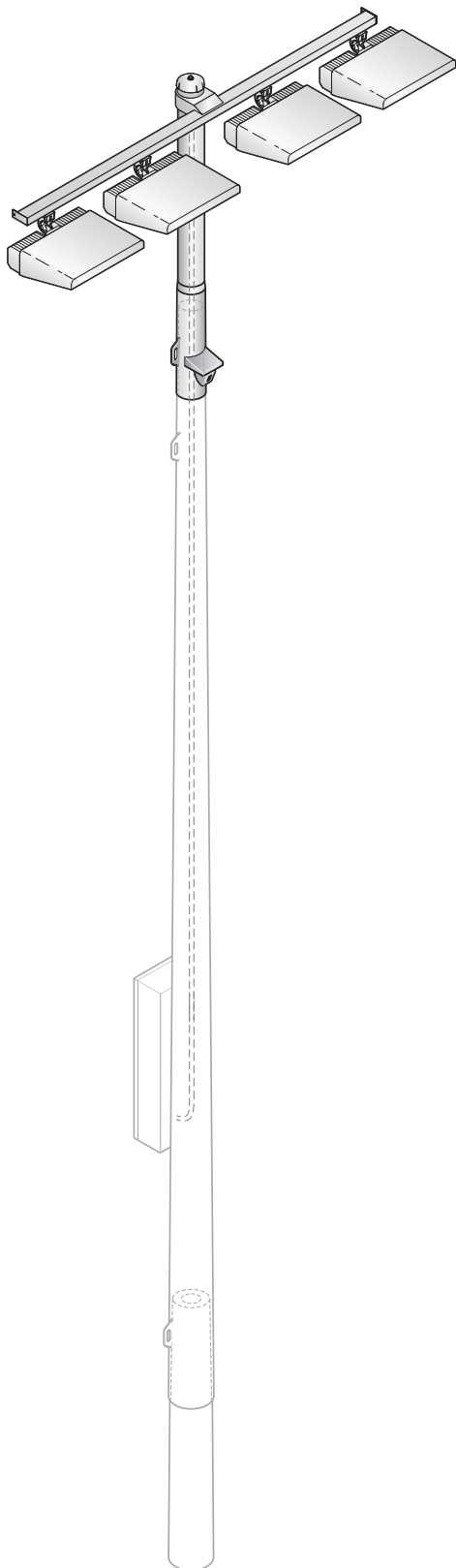
#### Quality Assurance Tests

- Connector/load resistance
- High potential dielectric withstand
- Grounding continuity
- Termination crimp

## TLC for LED® – Wire Harness



## TLC for LED® – Poletop Luminaire Assembly, Weld On



### Overview

The factory-aimed poletop luminaire assembly is the upper section of the pole and slip-fits together with the galvanized steel pole.

### Features

- Each luminaire is factory-built, tested, and ships as a unit
- Luminaires are factory-aimed to two-tenths degree of accuracy
- Luminaire mounts and connects in a single step
- Slip-fit connection allows assembly with come-alongs
- All luminaires are factory-wired to a quick connect harness for easy installation
- Labels identify pole and luminaire location
- No exposed wiring or conduit
- Factory-set pole alignment beam allows easy field alignment

### Technical Specifications

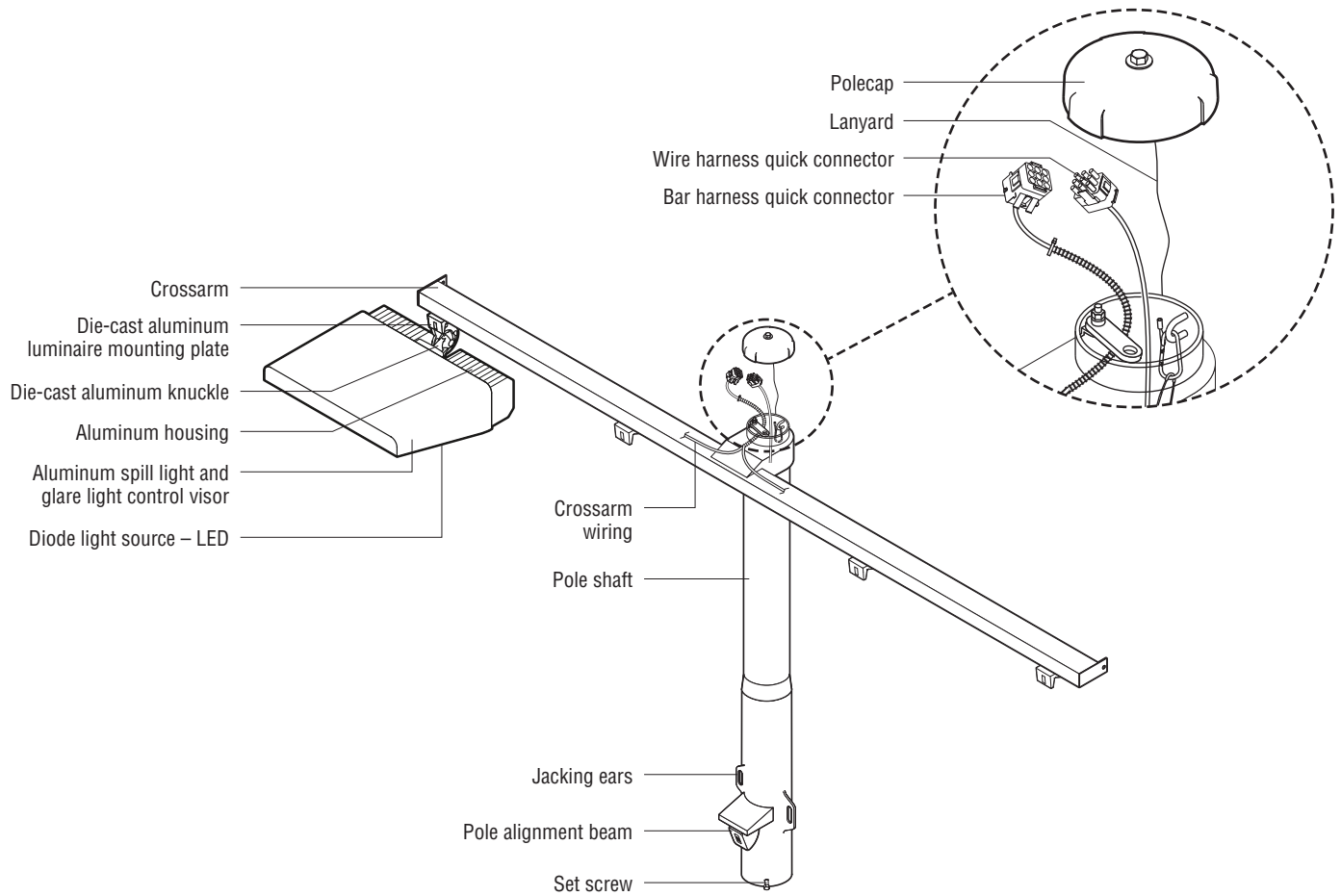
#### Construction

- Crossarms and pole shaft hot-dip galvanizing inside and outside after fabrication meets ASTM-A123 and EN 1461 standards
- All aluminum components are powder-coated or anodized to mil-A-8625F and BS 5599
- Luminaire and knuckle are powder-coated die-cast aluminum
- All stainless steel fasteners are passivated and coated
- Crossarms are constructed of rectangular steel tubing
- Polecap is attached with stainless steel lanyard and securing bolt

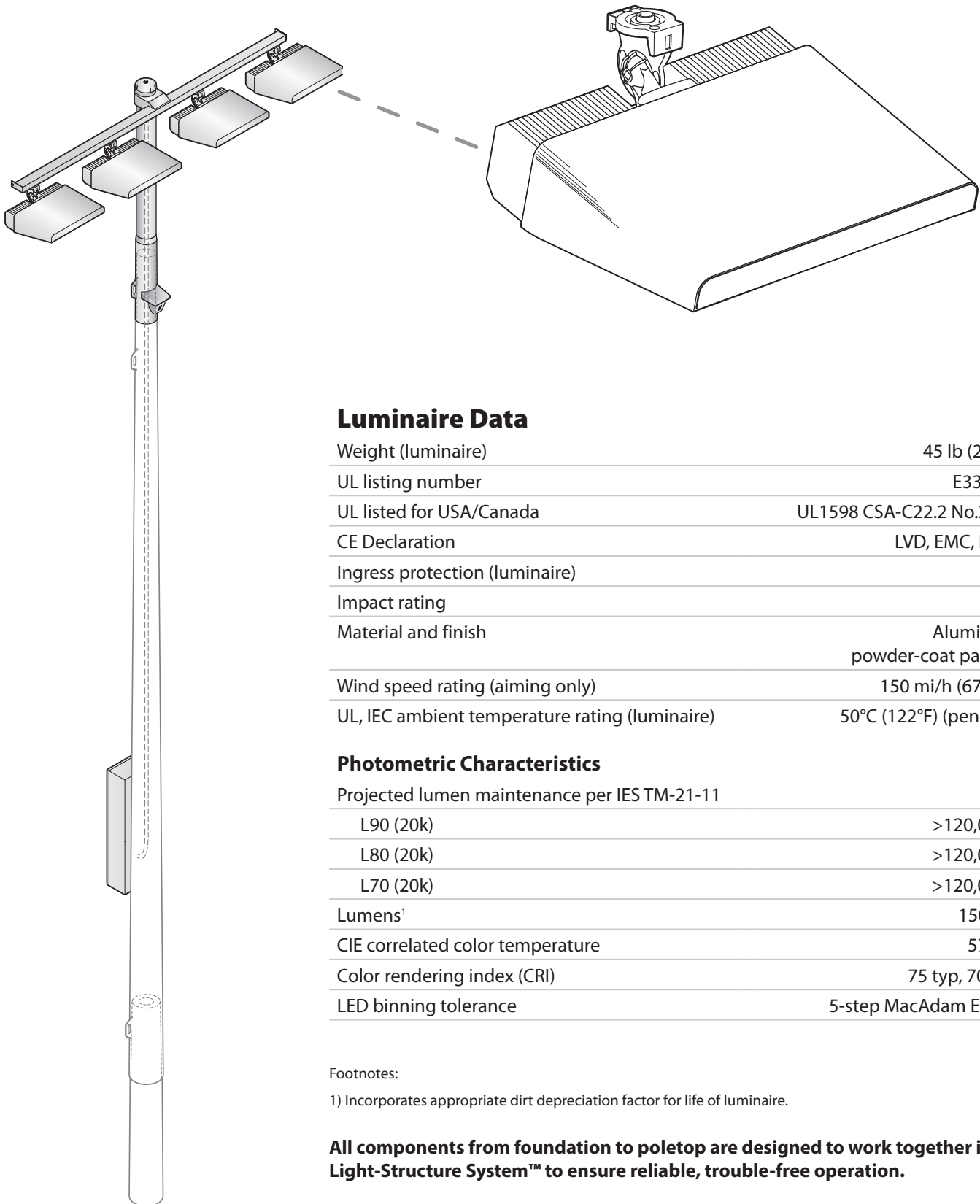
#### Quality Assurance Tests

- Galvanizing thickness
- High potential dielectric withstand
- Electrical continuity

## TLC for LED® – Poletop Luminaire Assembly, Weld On



## Luminaire and Driver – TLC-LED-1200



### Luminaire Data

|                                                |                                  |
|------------------------------------------------|----------------------------------|
| Weight (luminaire)                             | 45 lb (20 kg)                    |
| UL listing number                              | E338094                          |
| UL listed for USA/Canada                       | UL1598 CSA-C22.2 No.250.0        |
| CE Declaration                                 | LVD, EMC, RoHS                   |
| Ingress protection (luminaire)                 | IP65                             |
| Impact rating                                  | IK07                             |
| Material and finish                            | Aluminum,<br>powder-coat painted |
| Wind speed rating (aiming only)                | 150 mi/h (67 m/s)                |
| UL, IEC ambient temperature rating (luminaire) | 50°C (122°F) (pending)           |

### Photometric Characteristics

Projected lumen maintenance per IES TM-21-11

|                                  |                        |
|----------------------------------|------------------------|
| L90 (20k)                        | >120,000 h             |
| L80 (20k)                        | >120,000 h             |
| L70 (20k)                        | >120,000 h             |
| Lumens <sup>1</sup>              | 150,000                |
| CIE correlated color temperature | 5700 K                 |
| Color rendering index (CRI)      | 75 typ, 70 min         |
| LED binning tolerance            | 5-step MacAdam Ellipse |

Footnotes:

1) Incorporates appropriate dirt depreciation factor for life of luminaire.

**All components from foundation to poletop are designed to work together in Light-Structure System™ to ensure reliable, trouble-free operation.**

## Luminaire and Driver – TLC-LED-1200

### Driver Data

#### Electrical Data

Rated wattage<sup>1</sup>

Per driver 1170 W

Per luminaire 1170 W

Number of luminaires per driver 1

Starting (inrush) current <40 A, 256 µs

Fuse rating 15 A

UL, IEC ambient temperature rating (electrical components enclosure) 50°C (122°F) (pending)

Ingress protection (electrical components enclosure) IP54

Efficiency 95%

Dimming mode optional

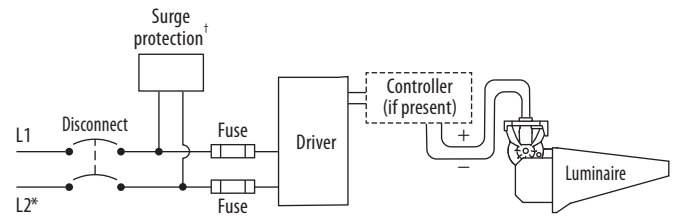
Range, energy consumption 13 – 100%

Range, light output 18 – 100%

Flicker <2%

Total harmonic distortion (THD) at full output <20%

Typical Wiring



\* If L2 is neutral then not switched or fused.  
† Not present if indoor installation.

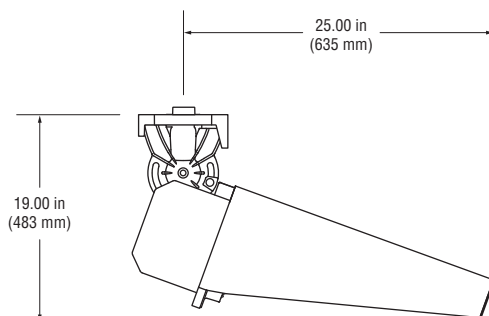
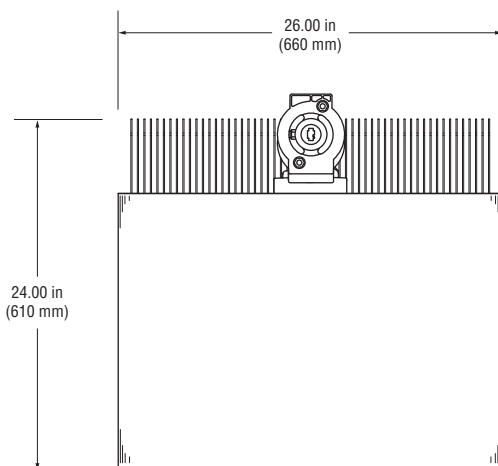
|                                                  | 200 Vac<br>50/60 Hz | 208 Vac<br>60 Hz | 220 Vac<br>50/60 Hz | 230 Vac<br>50 Hz | 240 Vac<br>50/60 Hz | 277 Vac<br>60 Hz | 347 Vac<br>60 Hz | 380 Vac<br>50/60 Hz | 400 Vac<br>50 Hz | 415 Vac<br>50 Hz | 480 Vac<br>60 Hz |
|--------------------------------------------------|---------------------|------------------|---------------------|------------------|---------------------|------------------|------------------|---------------------|------------------|------------------|------------------|
| Max operating current per luminaire <sup>2</sup> | 7.20 A              | 6.92 A           | 6.54 A              | 6.26 A           | 6.00 A              | 5.20 A           | 4.15 A           | 3.79 A              | 3.60 A           | 3.47 A           | 3.00 A           |

Footnotes:

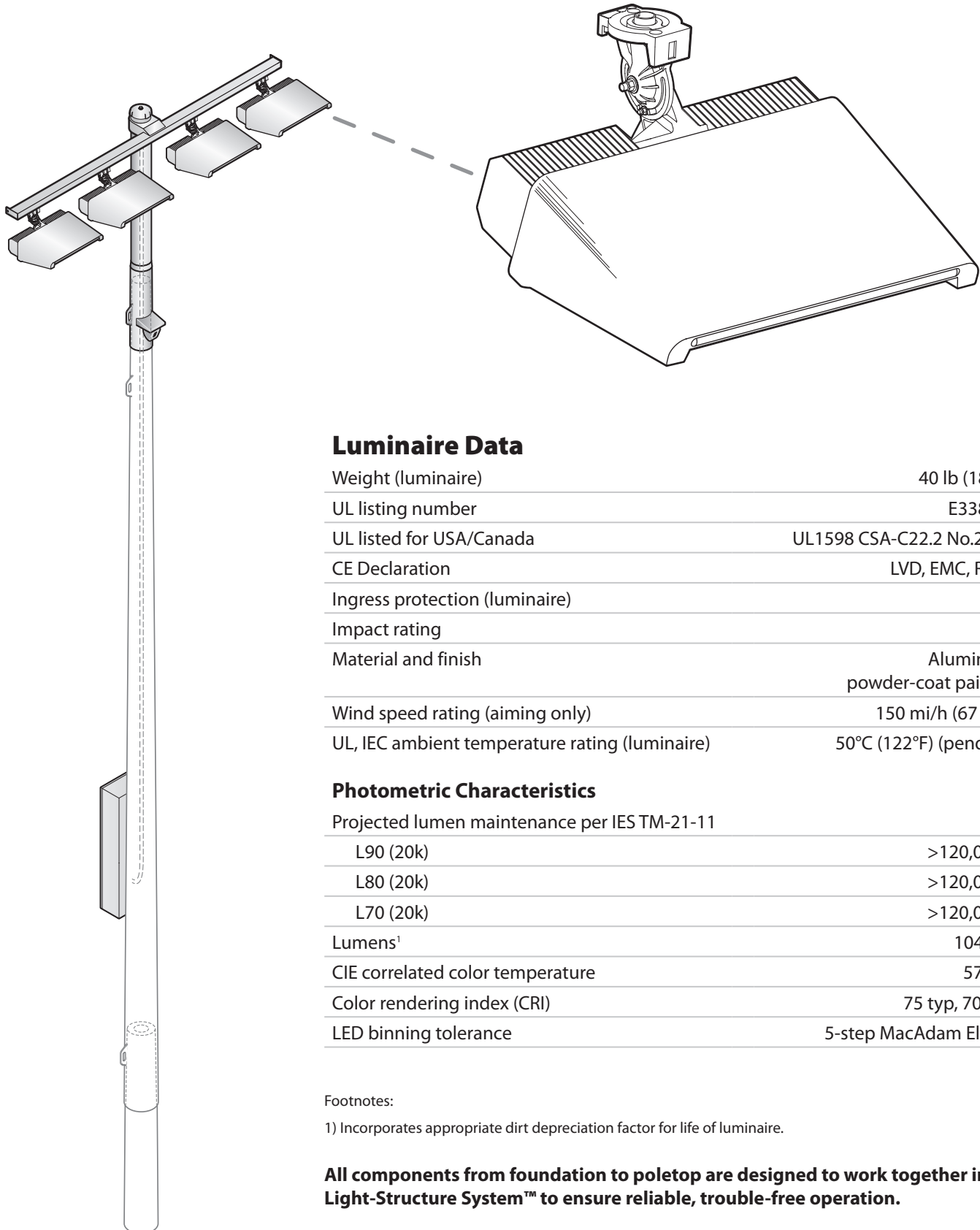
- 1) Rated wattage is the power consumption, including driver efficiency losses, at stabilized operation in 25°C ambient temperature environment.
- 2) Operating current includes allowance for 0.90 minimum power factor, operating temperature, and LED light source manufacturing tolerances.

Notes

1. Use thermal magnetic HID-rated or D-curve circuit breakers.
2. See *Musco Control System Summary* for circuit information.



## Luminaire and Driver – TLC-LED-900



### Luminaire Data

|                                                |                                  |
|------------------------------------------------|----------------------------------|
| Weight (luminaire)                             | 40 lb (18 kg)                    |
| UL listing number                              | E338094                          |
| UL listed for USA/Canada                       | UL1598 CSA-C22.2 No.250.0        |
| CE Declaration                                 | LVD, EMC, RoHS                   |
| Ingress protection (luminaire)                 | IP65                             |
| Impact rating                                  | IK07                             |
| Material and finish                            | Aluminum,<br>powder-coat painted |
| Wind speed rating (aiming only)                | 150 mi/h (67 m/s)                |
| UL, IEC ambient temperature rating (luminaire) | 50°C (122°F) (pending)           |

### Photometric Characteristics

Projected lumen maintenance per IES TM-21-11

|                                  |                        |
|----------------------------------|------------------------|
| L90 (20k)                        | >120,000 h             |
| L80 (20k)                        | >120,000 h             |
| L70 (20k)                        | >120,000 h             |
| Lumens <sup>1</sup>              | 104,000                |
| CIE correlated color temperature | 5700 K                 |
| Color rendering index (CRI)      | 75 typ, 70 min         |
| LED binning tolerance            | 5-step MacAdam Ellipse |

Footnotes:

1) Incorporates appropriate dirt depreciation factor for life of luminaire.

**All components from foundation to poletop are designed to work together in Light-Structure System™ to ensure reliable, trouble-free operation.**



## Luminaire and Driver – TLC-LED-900

### Driver Data

#### Electrical Data

Rated wattage<sup>1</sup>

Per driver 880 W

Per luminaire 880 W

Number of luminaires per driver 1

Starting (inrush) current <40 A, 256 µs

Fuse rating 15 A

UL, IEC ambient temperature rating (electrical components enclosure) 50°C (122°F) (pending)

Ingress protection (electrical components enclosure) IP54

Efficiency 95%

Dimming mode optional

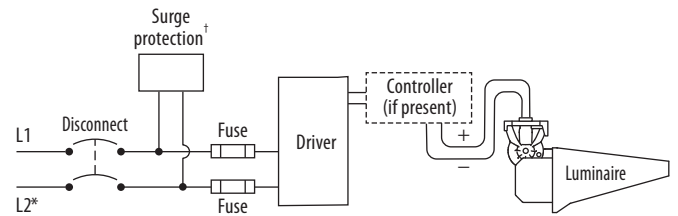
Range, energy consumption 21 – 100%

Range, light output 26 – 100%

Flicker <2%

Total harmonic distortion (THD) at full output <20%

Typical Wiring



\* If L2 is neutral then not switched or fused.  
† Not present if indoor installation.

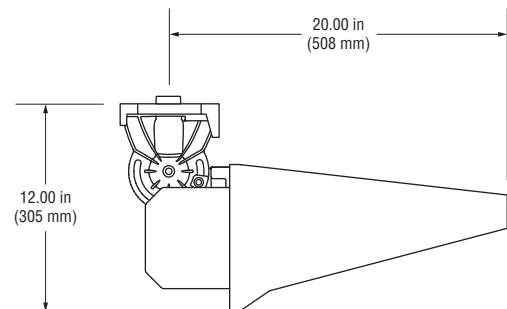
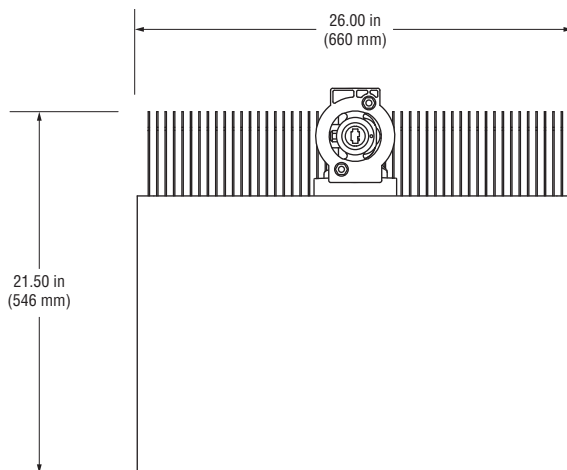
|                                                  | 200 Vac<br>50/60 Hz | 208 Vac<br>60 Hz | 220 Vac<br>50/60 Hz | 230 Vac<br>50 Hz | 240 Vac<br>50/60 Hz | 277 Vac<br>60 Hz | 347 Vac<br>60 Hz | 380 Vac<br>50/60 Hz | 400 Vac<br>50 Hz | 415 Vac<br>50 Hz | 480 Vac<br>60 Hz |
|--------------------------------------------------|---------------------|------------------|---------------------|------------------|---------------------|------------------|------------------|---------------------|------------------|------------------|------------------|
| Max operating current per luminaire <sup>2</sup> | 5.43 A              | 5.22 A           | 4.93 A              | 4.72 A           | 4.52 A              | 3.92 A           | 3.13 A           | 2.86 A              | 2.72 A           | 2.62 A           | 2.26 A           |

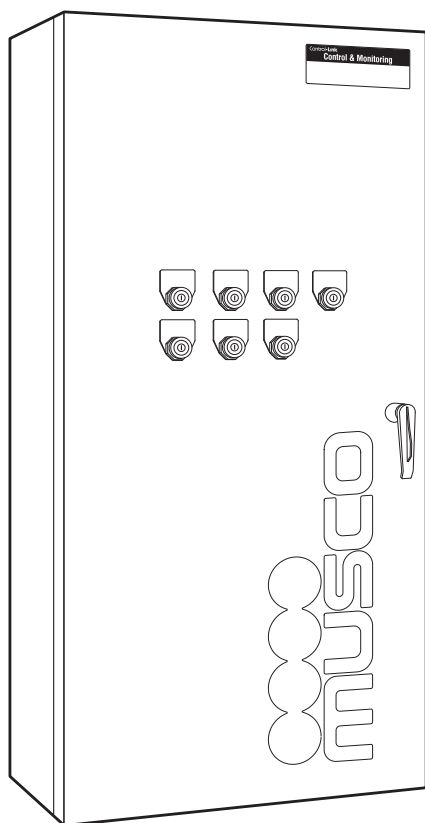
Footnotes:

- 1) Rated wattage is the power consumption, including driver efficiency losses, at stabilized operation in 25°C ambient temperature environment.
- 2) Operating current includes allowance for 0.90 minimum power factor, operating temperature, and LED light source manufacturing tolerances.

Notes

1. Use thermal magnetic HID-rated or D-curve circuit breakers.
2. See *Musco Control System Summary* for circuit information.





## Overview

Control-Link® control and monitoring system provides flexible remote on/off control, monitoring, and management of your lighting system.

## Features

### Control

- Lighting system and auxiliary equipment
- Customized on/off control via phone, website, smartphone application, email, or fax up to 10 years in advance
- Multi-level user security settings
- Key-activated on/off/auto switches allow manual or automated control
- Seven controllable lighting zones

### Monitoring

- Detects lamp outages and other issues that affect light quality

### Management and Support

- Control-Link Central™ service center provides support 24 hours a day, 7 days a week for scheduling, monitoring, and reporting
- Luminaire outage notification within the next business day
- Customized usage reports through website

## Technical Specifications

### Ratings

UL 508A Listed..... E204954

FCC Part 15 ..... Class A compliant

Operating temperature ..... -4 °F to 140 °F  
 (-20 °C to 60 °C)

Weight for 72 inch (1829 mm) cabinet ..... 180 lb (82 kg)

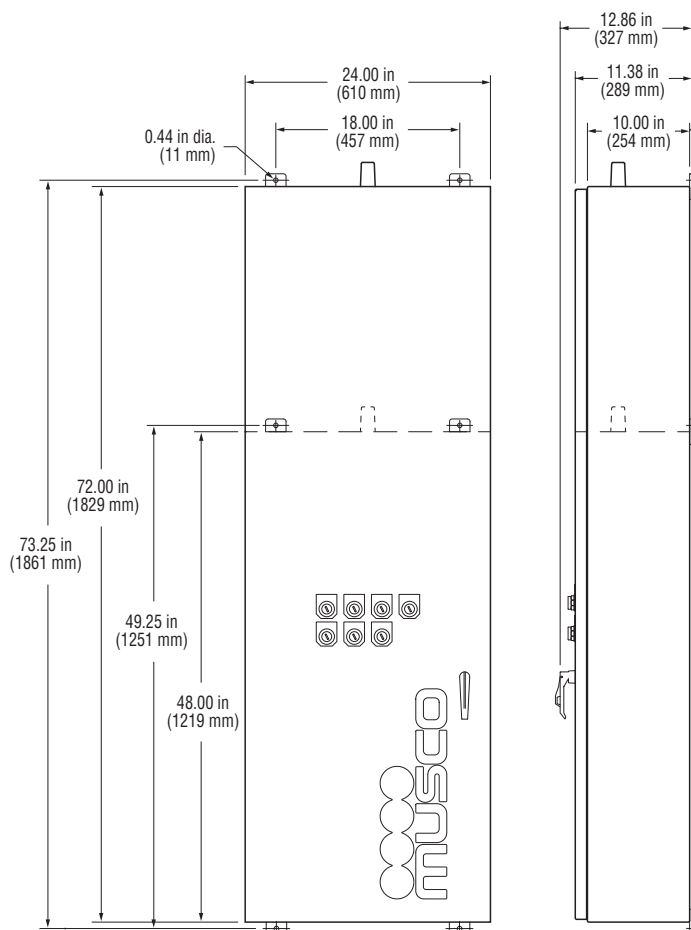
Weight for 48 inch (1219 mm) cabinet ..... 140 lb (64 kg)

Short Circuit Current Rating (SCCR)

with 30 A contactors\* ..... 18 kA

with 60 or 100 A contactors\* ..... 25 kA

\*Minimum circuit breaker interrupt rating must be greater than or equal to SCCR rating listed above.



## Technical Specifications

### Construction

- NEMA type 4 cabinet
- Powder-coated aluminum 5052 H32 cabinet and panel
- Lockable, 3-point latch
- Supports lighting system voltage up to 480 V
- Requires 120 V phase-to-neutral control voltage
- Protective cover isolates high voltage

### Internal Details

- Factory wired, programmed, and tested
- Internally fused
- Control power terminal blocks provided
- One control circuit operates entire cabinet
- Plug-in wire harnesses provided to connect multiple cabinets

### Control Module

Receives and stores schedules from Control-Link Central™ service center, operates your equipment, and verifies schedules were carried out.

- Stores and executes schedules for up to 7 days
- Reboots automatically and executes current schedule when power is restored, in case of power interruption

### Monitoring Modules

Monitors Musco lighting system and reports issues to keep facilities operating and to help plan routine maintenance. Alerts Control-Link Central service center to schedule appropriate action or maintenance.

### Communication Module

Integrated communication system providing two-way reliable, high speed communication to Control-Link Central service center with no additional monthly charges during warranty period.

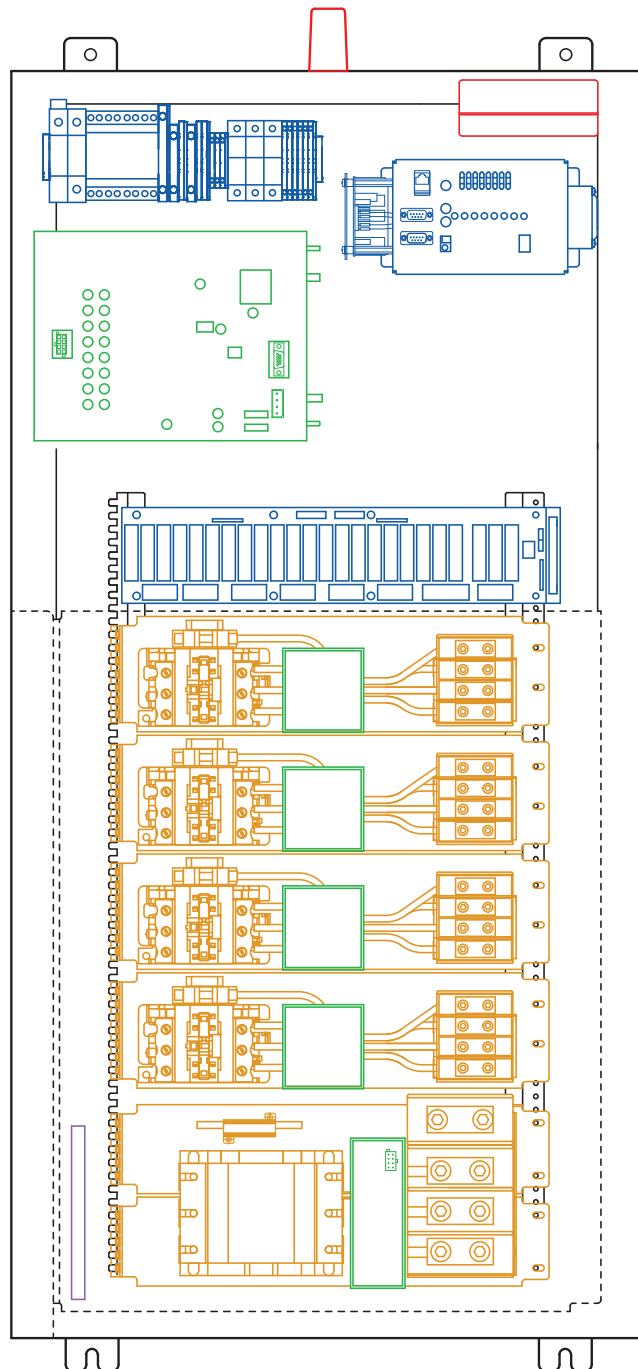
### Contactor Modules

Switches equipment based on control module schedules.

- Tested and UL-listed for continuous operation at 100% of rated current
- Contactors rated for 30, 60, or 100 A

### Ground Bar

Provides integral ground bar for lighting equipment grounding.



# Safety: UL Product Certification

## UL Product Certification for:

Musco Sports Lighting, LLC  
100 1st Ave W  
PO Box 808  
Oskaloosa, IA 52577  
USA



| UL Category                                                | Covers                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | UL Number |
|------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| <b>High-Intensity Discharge Surface-Mounted Luminaires</b> | <ul style="list-style-type: none"><li>Green Generation™ luminaires and remote ballast assemblies</li><li>SportsCluster® and SportsCluster-2® luminaires and remote ballast assemblies</li><li>Light-Structure 2™ and Light-Structure System™ luminaires and remote ballast assemblies</li><li>1000 W Light-Pak™ and Light-Pak indoor luminaires with Multi-Watt™ control system</li><li>1000 W Show-Light™ and Show-Light Green™ luminaires with hooded light actuator system and remote ballast assemblies</li><li>2000 W Mirtran™ luminaire</li><li>Stadium 2K Fixture™ 2000 W luminaire and Hot Restrike Green™ 2000 W hot restrike luminaire</li></ul> | E33316    |
| <b>Management Equipment, Energy</b>                        | Lighting control systems for: <ul style="list-style-type: none"><li>Control-Link® control and monitoring system</li><li>Control-Link retrofit control system</li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | E139944   |
| <b>Industrial Control Panels</b>                           | Control panels and enclosures for: <ul style="list-style-type: none"><li>Control-Link® control and monitoring system</li><li>Control-Link retrofit control system</li><li>Lighting contactor cabinets</li><li>Multi-Watt™ control systems</li></ul>                                                                                                                                                                                                                                                                                                                                                                                                        | E204954   |
| <b>Emergency Lighting and Power Equipment</b>              | <ul style="list-style-type: none"><li>Auxiliary Lighting Interface Cabinet (ALIC)</li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | E311491   |
| <b>Luminaire Fittings</b>                                  | Galvanized steel poles 12 ft (3.7 m) or less for: <ul style="list-style-type: none"><li>Poles for Mirtran™ luminaire mounting</li><li>Rooftop poles</li><li>Special applications</li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | E132445   |
| <b>Luminaire Pole in Excess of 12 ft (3.7 m)</b>           | Galvanized steel poles greater than 12 ft (3.7 m) for: <ul style="list-style-type: none"><li>Light-Structure System™ luminaire mounting</li><li>Sportspole™ structure or mounting system and special applications</li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                                | E325078   |

## Safety: UL Product Certification

| UL Category                                              | Covers                                                                                                                                                                                                             | UL Number |
|----------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| <b>Devices, Scaffolding</b>                              | Service platforms for: <ul style="list-style-type: none"><li>• Light-Structure System™ luminaires and remote ballast assemblies</li><li>• SportsCluster® System luminaires and remote ballast assemblies</li></ul> | SA7004    |
| <b>Lightning Conductors, Air Terminals, and Fittings</b> | <ul style="list-style-type: none"><li>• Light-Structure System™ pole structure concrete base</li></ul>                                                                                                             | E337467   |
| <b>Light-Emitting-Diode Surface-Mounted Luminaires</b>   | <ul style="list-style-type: none"><li>• LED luminaires and driver assemblies</li><li>• LED auxiliary luminaires</li></ul>                                                                                          | E338094   |

A copy of the UL Certificate of Compliance is available upon your request.



# City Council Action Request

7.M.

|                      |                                                                                                                                                                                                                                             |    |                                             |    |                                                                    |    |                          |
|----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|---------------------------------------------|----|--------------------------------------------------------------------|----|--------------------------|
| Meeting Date         | 9/6/2023                                                                                                                                                                                                                                    |    |                                             |    |                                                                    |    |                          |
| Department           | Parks and Recreation                                                                                                                                                                                                                        |    |                                             |    |                                                                    |    |                          |
| Agenda Category      | Action Item                                                                                                                                                                                                                                 |    |                                             |    |                                                                    |    |                          |
| Title                | Kingston Park Architect Services                                                                                                                                                                                                            |    |                                             |    |                                                                    |    |                          |
| Staff Recommendation | Approve agreement with Oertel Architects for building, planning and concept design services for the Kingston Park Pavillion project.                                                                                                        |    |                                             |    |                                                                    |    |                          |
| Budget Implication   | Not to exceed \$15,500                                                                                                                                                                                                                      |    |                                             |    |                                                                    |    |                          |
| Attachments          | <table><tr><td>1.</td><td>1-Memo - Concept Design Architect Agreement</td></tr><tr><td>2.</td><td>2-Cottage Grove - Kingston Park Initial Concept Scope and Proposal</td></tr><tr><td>3.</td><td>3-UMore_Predesign Packet</td></tr></table> | 1. | 1-Memo - Concept Design Architect Agreement | 2. | 2-Cottage Grove - Kingston Park Initial Concept Scope and Proposal | 3. | 3-UMore_Predesign Packet |
| 1.                   | 1-Memo - Concept Design Architect Agreement                                                                                                                                                                                                 |    |                                             |    |                                                                    |    |                          |
| 2.                   | 2-Cottage Grove - Kingston Park Initial Concept Scope and Proposal                                                                                                                                                                          |    |                                             |    |                                                                    |    |                          |
| 3.                   | 3-UMore_Predesign Packet                                                                                                                                                                                                                    |    |                                             |    |                                                                    |    |                          |



**To:** Honorable Mayor and City Council  
Jennifer Levitt, City Administrator

**From:** Zac Dockter, Parks and Recreation Director

**CC:**

**Date:** August 24, 2023

**Subject:** Kingston Park Building Concept Design Development

---

### **Introduction/Background**

The 2023-2027 Capital Improvements Plan (CIP) allocates funding in 2025 to replace the Kingston Park building. During the August CIP workshop, Council expressed a strong desire to complete that project. Staff recommends conceptual design work as a first step in the process.

It is staff's understanding that the following key directives should be considered during concept design work:

1. Larger space and higher design standard than standard park inventory.
2. Public restrooms sized to serve large events at Kingston Park.
3. Standard multi-purpose room for year-round programming and rentals.
4. Garage and storage for City use and customer use during special events.
5. Serving kitchen with commercial grade features; not a full prep kitchen (such as Lamar, Hamlet South and Ice Arena).
6. Higher class exterior construction materials and design; i.e., more glass along key facings, high-pitched roof, lighting, etc.
7. Expanded awning for patio area adjacent to playground

Based on the scope of this project, staff reached out to over 12 peer communities regarding successful partnerships with architectural service firms on enhanced park pavilions. After review, staff is recommending the proposal from Oertel Architects, LTD. Oertel most recently completed concept design work for the City of Rosemount which drew many similarities to the Kingston Park project. Rosemount staff was highly complementary of their approach and workmanship. While meeting with Oertel, they were able to articulate their methods, stakeholder engagement and deliverables which seem to be a great fit for our design needs at Kingston Park.

Project scope, schedule and costs (\$15,500) are included with this memo as part of Oertel's proposal. Additionally, municipal park design precedents from Oertel are included for review.

### **Staff Recommendation**

Approve agreement with Oertel Architects for building, planning and concept design services for the Kingston Park Pavilion project.

## City of Cottage Grove – Kingston Park Pavilion Design

Date: August 17, 2023

To: Zac Docter, Park and Recreation Director, City of Cottage Grove

CC:

Project: Kingston Park Pavilion Project

RE: Building Planning and Concept Design Project

### Purpose

This memorandum of understanding establishes Oertel Architects' understanding of the need to plan and provide a conceptual design for a pavilion type park facility at Kingston Park.

### Project Understanding

Kingston Park is a large, community athletic park in the City of Cottage Grove. The park is home to an extensive soccer field complex, softball field complex and tennis courts that makes Kingston Park one of, if not the most, heavily used parks in the City of Cottage Grove. The number of visitors from within the community and from outside the community makes Kingston Park a destination facility. Kingston Park is located within a residential area and is adjacent to an elementary school, adding to the importance of this park as an amenity for residents to utilize outside of those large events as well.

The existing pavilion currently provides restroom facilities, a covered picnic gathering space with support features for serving at the covered picnic area. The pavilion is located at the east end of the large parking lot. The building is primarily concrete masonry unit construction, with steel tube structure for the picnic shelter with metal roofing on wood decked ceiling.

For Kingston Park, the City of Cottage Grove would like to explore space needs and a conceptual design prior to executing final design for the project. This conceptual design process will provide a space needs program for City staff to review and engage external stakeholders in discussions for space needs and possible funding mechanisms. A confirmed program will be the basis for building design. The design portion of this project will include a site plan, a building plan, 3D imagery of the design concept and early stage project cost opinions for City staff to review with external stakeholders and elected officials. Feedback will be incorporated into a preferred design option that would be continued into a final design phase.

### Design Considerations and Project Parameters

The new facility will include similar features to the existing facility. The new structure will be larger, with the ability to accommodate more picnic space, and provide more restroom functionality. There is also a desire for general storage needs and a serving kitchen for use by park users. The kitchen is not



anticipated to be used for preparation of food or for sales of food, at this time. That would be an additional design parameter if deemed necessary by City Staff's engagement with external stakeholders.

The new building is anticipated to be year-round use capable. Anticipated program requirements include a picnic shelter, anticipated to be open on three sides; an enclosed gathering space of a size to be determined and requires support spaces. The number of restroom fixtures and types of restrooms will be verified during the programming and code analysis process. Initially, there is anticipated to be a family restroom in addition to traditional male and female gendered restrooms. This likely includes restrooms serving the interior and exterior functions. Exterior facing restrooms should be able to be seasonally closed. Additional special considerations for the restrooms include the inclusion of both adult and child changing stations, and security measures.

The new facility will be located within the general footprint of the existing facility. Site design will be limited to repair of surrounding area and reestablishment of landscape plantings and features. The building design will take into consideration how the structure is viewed and approached from the parking lot, and how it will become a focal point for the entire park. It is assumed that utilities are serving the facility and that they will be adequate for the new facility. That confirmation or design of required improvements will be executed during the final design stages.

## Scope of Work

### Planning and Concept Design

This single, early on-set design phase project will consist of two parts: 1) Planning and programming; 2) Concept Development.

**Planning and programming** will identify and detail the size need of spaces and provide the city with a calculation of code based requirements. This includes meeting with staff to understand what operational goals are required for this facility. This part of the process will also identify critical code based components that need to be integrated, such as restroom fixtures and food serving area design requirements. This phase also includes a review of existing conditions to determine limitations of construction that will impact program choices and inclusions. During this phase, we will also provide inspirational imaging and precedent imaging for staff and stakeholders to understand aesthetic and building material goals, that will inform our Concept Design.

**Concept Design** will consist of some iterative design. Oertel will utilize the building program and preferred inspirational imaging from the Planning process to develop a maximum of two feasible building plan / site plan options that fit within the context of the existing conditions. We will review those plans with staff for initial feedback on overall scope and how they are able to meet programming demands and meet the expectations of how the building will be utilized within the complex. Our team will also develop colored, three-dimensional renderings of the selected concept that show context of the building, form and

material selections. The feedback and commenting stage will result in a preferred concept. A simple cost opinion for the construction of each of the preferred options will be developed as part of the final deliverable.

This initial scope of work does not include any building engineering. Our team has access to civil, structural, mechanical and electrical engineers that are familiar with this project type and working with Oertel Architects that can be brought on as needed for an hourly consulting rate where necessary. Oertel will perform initial site planning and landscape planning for this project stage, with any landscape consultation being possibly provided by City of Cottage Grove staff where available and appropriate.

Our process is participatory and collaborative. We will meet with you to help influence the best possible solution. We also want to be respectful of available time and resources to create a solution as quickly as possible. We have included in our proposed fee, the following meetings / touchpoints:

1. Initial Kick-off and goal setting meeting. This will be the primary meeting for the Planning and Programming work task as well. This is preferred to be an in-person meeting.
2. Planning and Programming Deliverable Meeting. This meeting will review the deliverable for space needs, material pallet and precedent study. This can be in-person or virtual.
3. Concept Design Meeting No. 1. This meeting is intended for staff and stakeholders involved in the primary process. We will review options for plans and building imaging developed to date for necessary revisions and changes.
4. Concept Design – Final Deliverable Meeting. This meeting will provide a final, selected concept design option with a construction project cost opinion. This is a deliverable that can be used for capital planning and/or fundraising, and council approval for next steps / final design.

## Schedule

This type of project could take 3+ months to effectively program and plan, while integrating necessary touch points and influencers.

This schedule for these types of projects could spool out a little given the start in late 2023 to accommodate the holiday schedule.

However, based on our previous experience in similar project types, development of the initial planning and programming deliverables we feel could be executed very quickly.

A tentative schedule could look like this: (Actual start date may vary and schedule is **only for duration planning**).

**Project Scope Award**

Mid-September 2023

**Kick Off Meeting / Programming Scoping Meeting**

Week of September 11-15, 2023.

|                                                                              |                                        |
|------------------------------------------------------------------------------|----------------------------------------|
| <b>Space Needs Programming</b>                                               | 3 weeks                                |
| <b>Existing Conditions / Code Review</b> (overlapping with Programming Task) | 2 weeks.                               |
| Program and Conditions Review Meeting [earliest]                             | Week of October 9-13, 2023             |
| <b>Plan and Concept Option Development / Review Meet</b>                     | 4-5 weeks.                             |
| <b>Preferred Concept(s) Refinement / Cost Opinion</b>                        | 1 week                                 |
| *Bi-weekly virtual touch points to review progress with City Staff           |                                        |
| <b>Final Draft Deliverable Review Meeting</b>                                | Week of November 27 – December 1, 2023 |
| *Meeting date anticipates Thanksgiving holiday.                              |                                        |
| <b>Revisions and Final Package Delivery</b>                                  | December 8, 2023                       |

#### **Final Design phases Anticipated Schedule / Durations**

Below is an anticipated timetable for final design. This would assume a winter of 2024/25 construction to allow the park to accommodate as much athletic in-season programming as possible. Our team will also provide project cost opinion for the winter construction approach to help the city decide on final approach to the construction and recreational programming interaction. These durations are only a guideline for the total project.

|                                                               |              |                              |
|---------------------------------------------------------------|--------------|------------------------------|
| Design Development                                            | 4 Months     | December 2023 – March 2024   |
| Construction Documents                                        | 5 Months     | April 2024 – August 2024     |
| Bidding and Award                                             | 1 Month      | September 2024               |
| Construction Administration                                   | 6 – 9 months | October 2024 – June 2025     |
| 1. Contractor staging – site mobilization – demo and security |              | October 2024                 |
| 2. Shop Drawings and long-lead item procurement               |              | October - November 2024      |
| 3. Site improvements                                          |              | October - November 2024      |
| 4. Footings / Foundations                                     |              | November 2024                |
| 5. Structure                                                  |              | November – December 2024     |
| 6. Enclosure                                                  |              | November 2024 – January 2025 |
| 7. Interior construction / Building Systems                   |              | February 2025 – April 2025   |
| 8. Interior Finishes, Start-ups, Punchlists                   |              | March – May 2025             |
| 9. Site reestablishment and final finishes                    |              | Spring 2025                  |
| 10. Project Closeout                                          |              | June 2025                    |

## Scope of Fee

### Planning – Concept Design

Oertel proposes a flat fee for this process of **not to exceed a total fee of \$15,500.00.**

This fee includes all expenses for mileage, deliverable production (printing / presentation boards, etc.)

### Final Design Fee Projections

Oertel is not proposing final design fees at this time, as we are not engaging building engineers for this concept phase.

At the conclusion of the concept phase and acceptance of the project budget by the City of Cottage Grove, Oertel would secure fees from consultant engineers to complete the design.

For initial budgeting purposes, we would anticipate a fee range between 13% - 15% of the construction cost opinion and the scope of the design that entails. That fee percentage would include then design fee for accommodating winter construction designs, solar ready design and all standard design performance to meet current building and energy model codes.

The ultimate fee for the final design stages would be negotiated at the time of acceptance by the city of the approved concept and is not officially part of this proposal.

### Staffing

We would propose the following staff and roles:

#### **Andrew Cooper, Principal / Project Manager**

Manage staff and deliverables to city. Coordinate with client team. Primary cost opinion developer.

#### **Maddy Peters, Design Lead**

Primary design production

#### **Jensen Reusch, Designer**

Deliverable development (plan graphics and 3-D imaging)

All Oertel staff proposed have extensive experience working on park buildings of similar size and scope and developing high-end work products.

### Exclusions

The above fees and our proposed scope exclude the following:

1. Building system engineering. [To take place during Final Design phases].
2. Sustainable Building Rating or classification processes
3. Civil Engineering and Landscape Design (to be executed by park design team).
4. Special inspections and construction testing
5. Site survey
6. Regenerative energy source design.
7. Authority Having Jurisdiction submittals and approvals [To take place during Final Design].
8. Permit Fees and applications.

## Conclusion

Our design team is very excited to work with you on this project. Parks and Recreation projects are one of our key project types at Oertel Architects. We appreciate that these facilities become focal points within a larger context and that they work together with the playfields, playgrounds and other recreational aspects to create a complete community asset.

If you have any questions or need clarification, please contact me!

Sincerely,

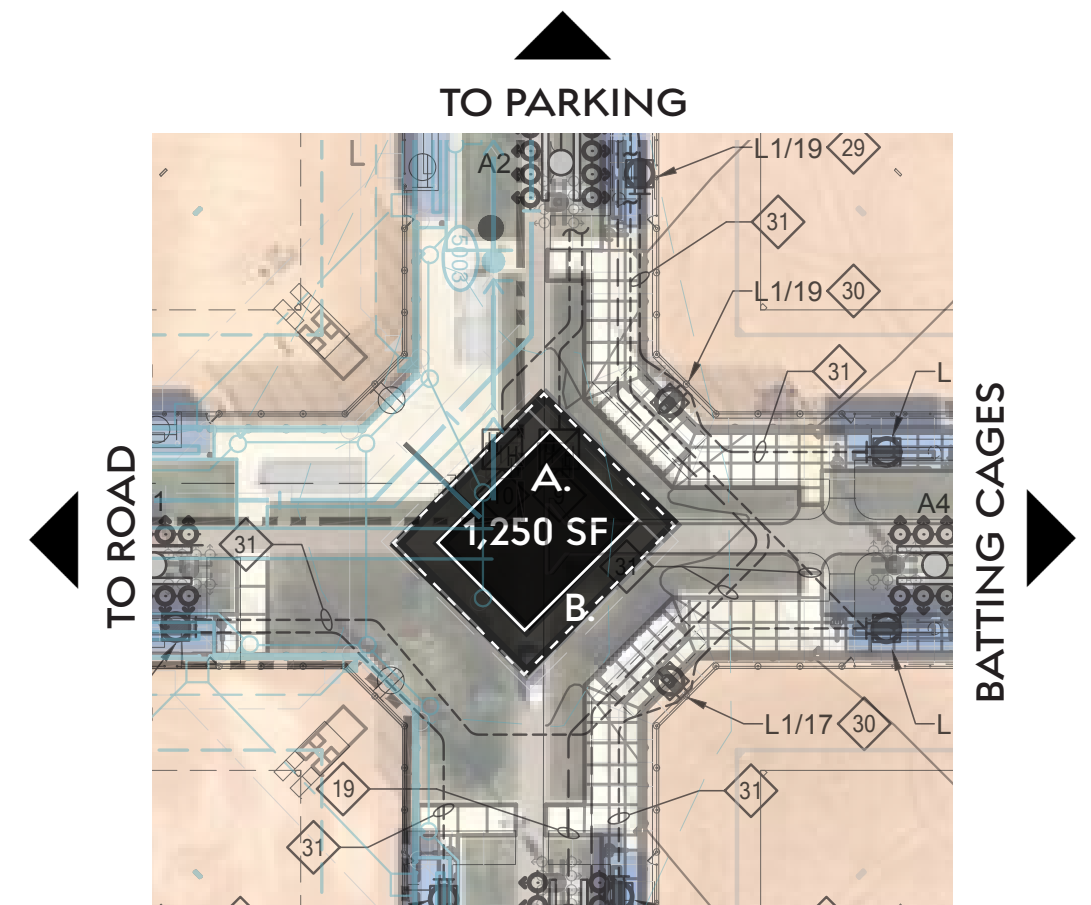
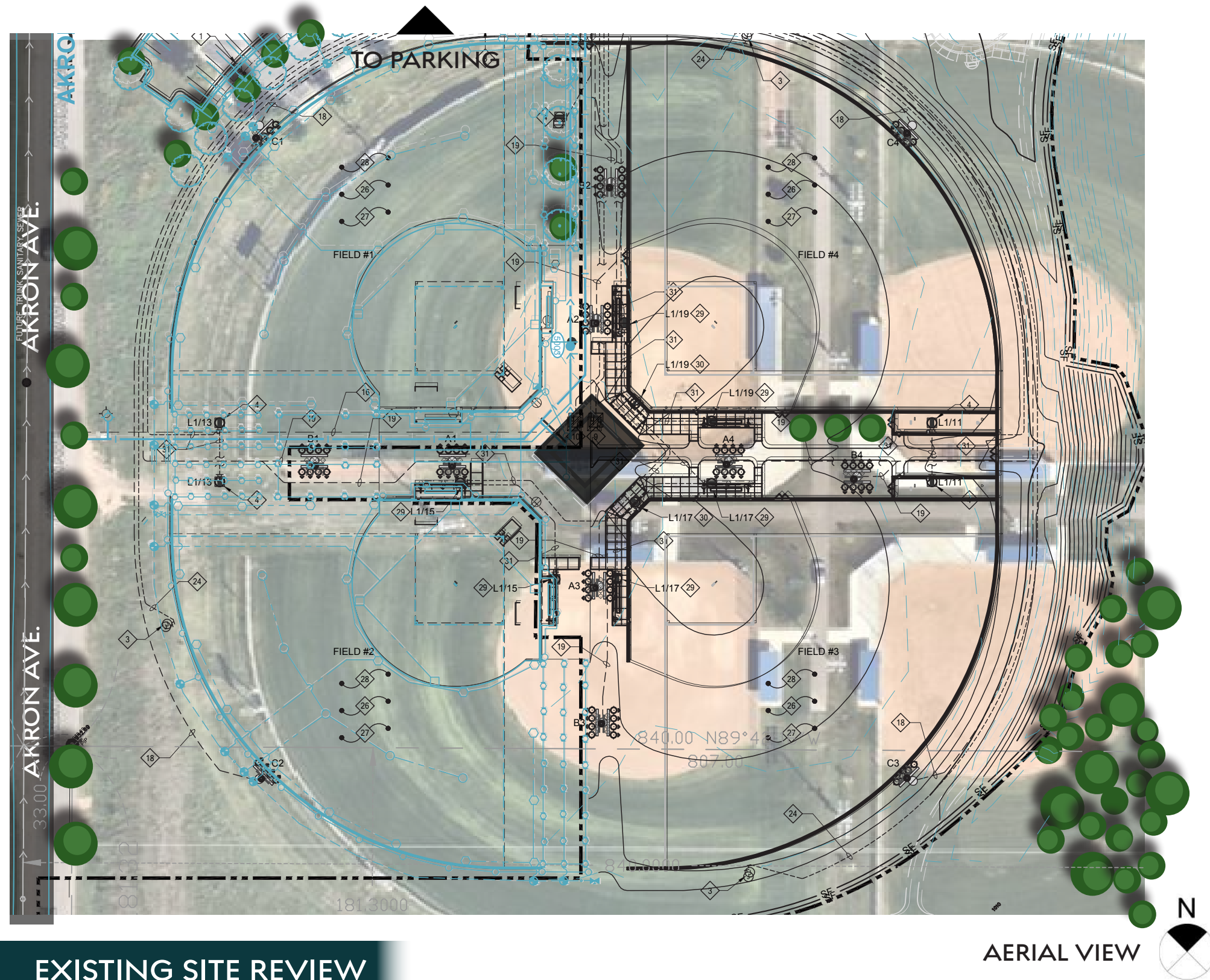
A handwritten signature in blue ink, appearing to read "Andrew Cooper". The signature is fluid and cursive, with the first name "Andrew" and last name "Cooper" clearly distinguishable.

Andrew Cooper, AIA – Principal, Oertel Architects

Accepted:

Signature / Printed Name / Title





## EXISTING SITE REVIEW


**ROSEMOUNT**

# UMORE PARK BUILDING PREDESIGN PACKET



OERTEL  
ARCHITECTS

APPLICABLE CODES:

2020 MINNESOTA BUILDING CODE  
2020 MINNESOTA ENERGY CODE  
2020 MINNESOTA FIRE CODE  
2020 MINNESOTA ACCESSIBILITY CODE

## PROJECT SUMMARY

THIS PROJECT IS A NEW PARK BUILDING STRUCTURE OWNED AND OPERATED BY THE CITY OF ROSEMOUNT MINNESOTA. THE FACILITY IS USED AS A SEASONAL RESTROOM/CONCESSION BUILDING. THE PROJECT CONSISTS OF (2) NEW GENDERED RESTROOMS, (1) NEW FAMILY RESTROOM, FLEX SPACE, OFFICE, AND A JANITOR/STORAGE SPACE. THE FACILITY IS ONE STORY, EXIT DISCHARGE AT ADJACENT GRADE FROM ENTIRE STRUCTURE.

## CHAPTER 3 - USE AND OCCUPANCY CLASSIFICATION

SECTION 304 - BUSINESS  
TYPE OF FACILITY:  
BUILDINGS AND STRUCTURES OF SERVICE TYPE TRANSACTION, INCLUDING STORAGE  
IBC OCCUPANCY CLASSIFICATION: B - BUSINESS GROUP

## CHAPTER 5 - GENERAL BUILDING HEIGHTS AND AREAS

| TABLE 503 - ALLOWABLE BUILDING HEIGHTS AND AREAS (ADDITION) |                          |              |                              |
|-------------------------------------------------------------|--------------------------|--------------|------------------------------|
| OCCUPANCY B                                                 | TYPE OF CONSTRUCTION V-B |              |                              |
| MAXIMUM HEIGHT                                              | 40'                      | PROPOSED:    | TBD =                        |
| ALLOWABLE STORIES / HEIGHT                                  |                          | 2 / 9,000 SF | PROPOSED: 1,240 < 9,000 = OK |

## CHAPTER 6 - TYPES OF CONSTRUCTION

| TYPE V-B                          |   |                                  |
|-----------------------------------|---|----------------------------------|
| PRIMARY STRUCTURAL FRAME          | 0 |                                  |
| BEARING WALLS (EXTERIOR/INTERIOR) | 0 |                                  |
| EXTERIOR NONBEARING WALLS         | 0 | PER TABLE 602 WITH SEPARATION OF |
| X>30'                             |   |                                  |
| INTERIOR NONBEARING WALLS         | 0 |                                  |
| FLOOR CONSTRUCTION                | 0 |                                  |
| ROOF CONSTRUCTION                 | 0 |                                  |

## CHAPTER 8 - INTERIOR FINISHES

| TABLE 803.9 - INTERIOR WALL AND CEILING FINISH REQUIREMENTS BY OCCUPANCY |                           |                |
|--------------------------------------------------------------------------|---------------------------|----------------|
| OCCUPANCY B                                                              |                           |                |
| SPRINKLERED:                                                             | ROOMS AND ENCLOSED SPACES | NO RESTRICTION |
| NONSPRINKLERED:                                                          | ROOMS AND ENCLOSED SPACES | NO RESTRICTION |

## CHAPTER 9 - FIRE PROTECTION SYSTEMS

SECTION 903 - AUTOMATIC SPRINKLER SYSTEMS  
SECTION 903.2.11.1 - NO AUTOMATIC SPRINKLER SYSTEM IF FLOOR AREA <1,500 SF AND ANY COVERED OPEN AREA HAS OPENINGS LARGER THAN 20 SF FOR EACH 50 LF OF WALL.

## CHAPTER 10 - MEANS OF EGRESS

| OCCUPANCY B                |              |           |      |
|----------------------------|--------------|-----------|------|
| USE: RESTROOM BUILDING     | SF / PROGRAM | SF / OCC. | OCC. |
| ROOM X - GENDERED RESTROOM | 81           | 0         | 0    |
| ROOM X - GENDERED RESTROOM | 81           | 0         | 0    |
| ROOM X - FAMILY RESTROOM   | 99           | 0         | 0    |
| ROOM X - FLEX SPACE        | 384          | 200       | 2    |
| ROOM X - STORAGE ROOM      | 192          | 300       | 1    |
| ROOM X - STAFFING OFFICE   | 54           | 100       | 1    |

## CHAPTER 29 - PLUMBING FIXTURES

| OCCUPANCY B - ROOM (4 OCCUPANTS)      |    |     |    |              |
|---------------------------------------|----|-----|----|--------------|
| RESTROOM FIXTURE COUNT PER CHAPTER 29 |    |     |    |              |
|                                       | WC | LAV | DF | SERVICE SINK |
| OCCUPANCY: B (BUSINESS) PER OCCUPANT  | -  | -   | -  |              |
| <i>REQUIRED</i>                       | 1  | 1   | 1  | 1            |
| <i>PROVIDED</i>                       | 6  | 5   | 1  | 1            |

## 2020 MINNESOTA PROVISIONS

SECTION 1303.1500 - RECYCLING SPACE  
NOT REQUIRED



City of Rosemount - U More Fields Park Building

City of Rosemount, MN  
Oertel Architects, Ltd

| Room                          | Interior Room Size(SF) | Approximate Dimensions | # | Total SF | Function                                                                                                                                                                                                 | Features                                                                                                                                                                                                                                                        | Adjacencies                                                                  | Notes                                                                                                                                                                                                                                                               |
|-------------------------------|------------------------|------------------------|---|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Gendered Restroom             | 81                     | 9' x 9'                | 2 | 162      | Gender Assigned Restroom Conforming to MN State Accessibility Code, Section 1109.2<br>(1) Water Closet<br>(1) Urinal [Men's]<br>(1) All-In One Wash/Soap/Hand drier fixture<br>(1) Baby Changing Station | Key activated locks and Timers (Electrified doors and frames)<br>Washable / durable finishes                                                                                                                                                                    | Storage Room / Accessible plumbing chase for maintenance                     |                                                                                                                                                                                                                                                                     |
| Family Restroom               | 99                     | 11'x9'                 | 1 | 99       | Non-Gender Assigned Restroom<br>(1) Water Closet<br>(1) All-In-One Wash/Soap/Hand dryer fixture<br>(1) Adult capable changing Station (w/ Baby changing insert)                                          | Key activated locks and Timers (Electrified doors and frames)<br>Washable / durable finishes                                                                                                                                                                    | Storage Room / Accessible plumbing chase for maintenance                     |                                                                                                                                                                                                                                                                     |
| Flex Space                    | 384                    | 24'x16'                | 1 | 384      | Serving / Staging Area ONLY                                                                                                                                                                              | Double basin sink (Stdndr Stainless Steel Kitchen)<br>Hand Washing Sink (Separate)?<br>Commercial Freezer and Refidgeration equipment<br>Serving counters<br>Electrical for a number of resident provided warming devices (crock-pots)<br>Roll-up Counter Doors | Storage Room / Janitorial Area<br>Filed View(s)<br>Overhang for patron queue | Exterior Patio area for special operator grilling<br>No food prep permitted, except by special Health Department permit.<br>Stainless Steel Counters Recommended to accommodate special permit requests.<br>Mobile Storage Racking for product and material storage |
| Storage Room                  | 192                    | 12'x16'                | 1 | 192      | General Facility Storage                                                                                                                                                                                 | Large Door Access from Exterior<br>Exposed Ceiling                                                                                                                                                                                                              | Door access at Paved location                                                | Increase if recreation needs storage space<br>B Occupancy                                                                                                                                                                                                           |
| Janitor Area                  | 42                     | 6' x 7'                | 1 | 42       | Mop sink and cleaning supplies for facility.                                                                                                                                                             |                                                                                                                                                                                                                                                                 |                                                                              |                                                                                                                                                                                                                                                                     |
| Staffing Office               | 54                     | 6' x 9'                | 1 | 54       | Single User enclosed work space for operational groups (Tournament Directors)                                                                                                                            | Work Counter                                                                                                                                                                                                                                                    | Concession<br>Storage Area                                                   | Optional if room and design layout permits inclusion.<br>Could be included within the Storage Area and partitioned if needed later.                                                                                                                                 |
| Building Function Support     | 144                    | 12'x12'                | 1 | 144      | Mechanical Service (HVAC / Water Service)<br>Electrical Service                                                                                                                                          | Building services only. Seasonal Facility.<br>Winterization features required.                                                                                                                                                                                  | Access through Storage Room OK                                               | Door large enough for equipment removal and replacement (if required)<br>Exact requirements to be determined by design engineers.                                                                                                                                   |
| Building Structural Allowance | 15%                    | As Req'd               | 1 | 161.55   |                                                                                                                                                                                                          | Allowance for wall thicknesses / structural features that require gross floor area.                                                                                                                                                                             |                                                                              |                                                                                                                                                                                                                                                                     |
| Building Total                |                        |                        |   | 1240     |                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                 |                                                                              |                                                                                                                                                                                                                                                                     |

SPACE NEEDS PROGRAM

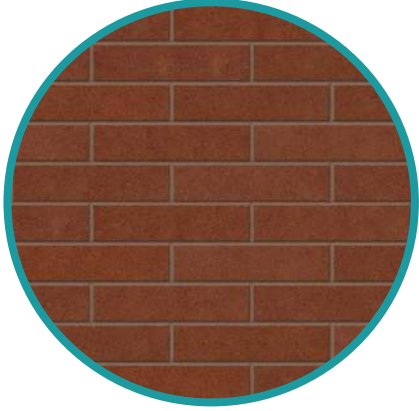
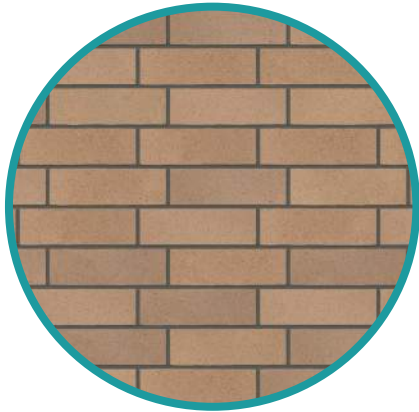


UMORE PARK BUILDING  
PREDESIGN PACKET





THIN VENEER MASONRY



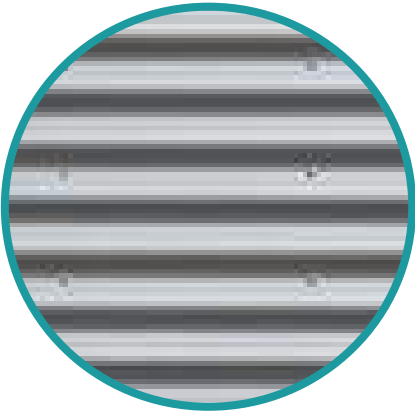
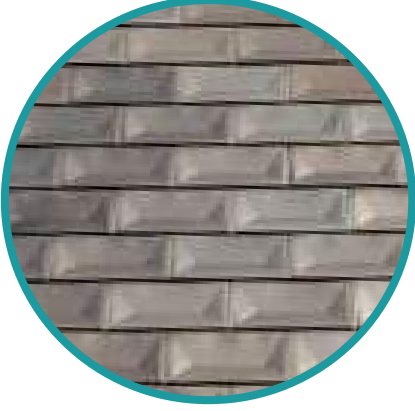
THIN VENEER STONE



WOOD SIDING



METALS



MATERIAL PALETTE

 ROSEMOUNT

UMORE PARK BUILDING  
PREDESIGN PACKET



KAPOSIA LANDING



KAPOSIA LANDING

ROSEMOUNT FAMILY RESOURCE CENTER



ROSEMOUNT FAMILY RESOURCE CENTER

FLINT HILLS REC. COMPLEX



CITY OF CRYSTAL - BECKER PARK



DESIGN PRECEDENTS





# City Council Action Request

## 7.N.

**Meeting Date** 9/6/2023

**Department** Public Works

**Agenda Category** Action Item

**Title** 100th Street Trail Easement

**Staff Recommendation** Approve Trail Easement with Renewal by Andersen LLC.

**Budget Implication**

**Attachments**

|    |                                                |
|----|------------------------------------------------|
| 1. | 2023-09-06 100th Street Approve Trail Easement |
| 2. | Trail Easement - Renewal - 8-24-23             |



**To:** Honorable Mayor and City Council  
Jennifer Levitt, City Administrator

**From:** Ryan Burfeind, PE, Public Works Director

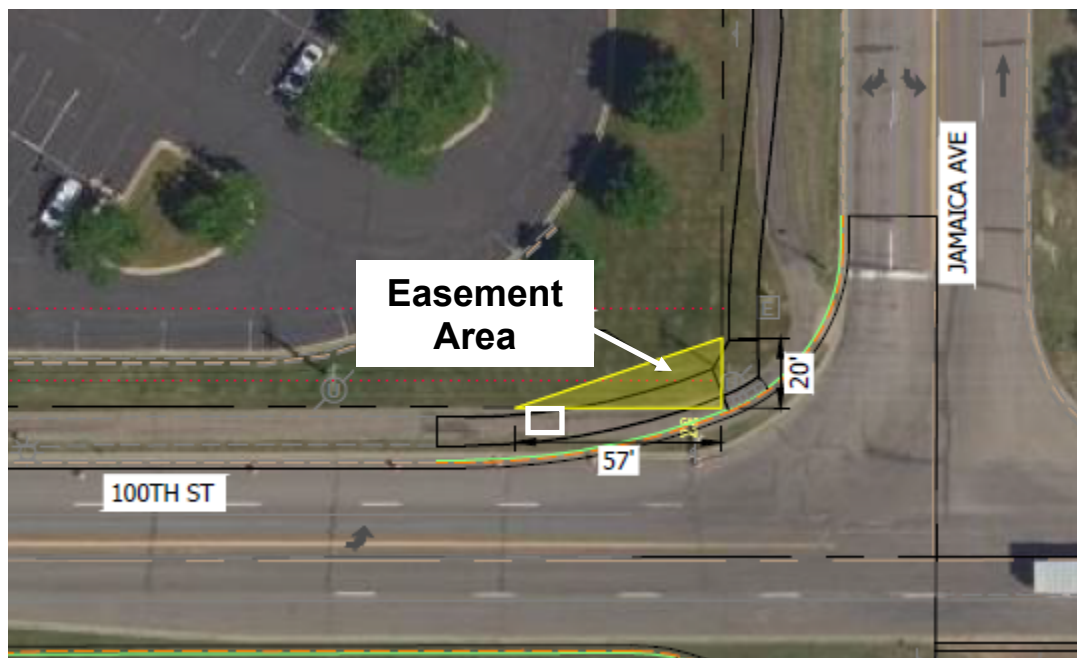
**Date:** August 29, 2023

**Re:** 105<sup>th</sup> Street, 100<sup>th</sup> Street, and Ideal Avenue Improvements Project – Approve Trail Easement

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## **Background/Discussion**

In 2022, the City, in partnership with Northpoint, began work on the 105<sup>th</sup> Street, 100<sup>th</sup> Street, and Ideal Avenue project. This project involves construction of the new 105<sup>th</sup> Street, along with expansion of 100<sup>th</sup> Street and Ideal Avenue to serve their development and traffic needs. As part of the project, modifications were made to the northwest corner of the intersection of Jamaica Ave & 100<sup>th</sup> Street. This included widening the corner to allow for semi-trucks to be able to turn from southbound Jamaica Ave to westbound 100<sup>th</sup> Street without swinging into the existing left westbound lane. By doing this work, the existing trail needed to be moved slightly onto the Renewal by Andersen property. To allow for this, a trail easement needed to be executed. Below is an image showing the easement area.



**Figure 1 – Easement Area**

A trail easement has been drafted by the City Attorney, which Renewal by Andersen has reviewed and agreed to. The easement is included with this memo for approval by the City Council.

## **Recommendation**

It is recommended the City Council approve the Trail Easement with Renewal by Andersen LLC.

### **PERMANENT TRAIL EASEMENT**

**THIS PERMANENT TRAIL EASEMENT** (“Easement”) is made, granted and conveyed this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between Renewal by Andersen LLC, a Minnesota limited liability company and successor by conversion to Renewal by Anderson Corporation (“Landowner”), and the City of Cottage Grove, a Minnesota municipal corporation (“City”).

### **PROPERTY DESCRIPTION**

Landowner owns real property in Washington County, Minnesota legally described as follows on Exhibit A (the “Landowner’s Property”), attached hereto and incorporated herein by reference.

### **PERMANENT EASEMENT DESCRIPTION**

Landowner for and in consideration of One Dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey to the City, its successors and assigns, forever the following:

A permanent easement for trail purposes and all such purposes ancillary, incident or related thereto, including but not limited to, construction, maintenance, improvement, repair and replacement, and restoration purposes and all such purposes ancillary thereto (“Permanent Easement”), under, over, across, through and upon that real property legally described on Exhibit B and depicted on Exhibit C (“Permanent Easement Area”), attached hereto and incorporated herein by reference.

### **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, together with the right to excavate and refill ditches or trenches for the location of such trails; 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 trails 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.

In consideration of the Permanent Easement, the City agrees to maintain, repair and provide snow removal of the trail within the Permanent Easement Area. The City shall be liable for any and all costs and expenses associated with maintaining and repairing the Permanent Easement Area.

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 its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute, Chapter 466.

The Landowner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it owns fee title to the Landowner's Property described on Exhibit A, the Permanent Easement Area described on Exhibit B and depicted on Exhibit C and has good right to grant and convey the Permanent Easement herein to the City, subject to existing exceptions and encumbrances of record.

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.

**[Remainder of this page has been 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 the City Clerk of the City of Cottage Grove, the Minnesota municipal corporation named in the foregoing instrument, and that it was signed on behalf of said municipal corporation by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

\_\_\_\_\_  
Notary Public



**LANDOWNER:  
RENEWAL BY ANDERSEN LLC**

By: \_\_\_\_\_

\_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MINNESOTA                    )  
                                                          )  
COUNTY OF \_\_\_\_\_)           ss.

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, the \_\_\_\_\_ of Renewal by Andersen LLC, a Minnesota limited liability company, on behalf of the limited liability company

\_\_\_\_\_  
Notary Public

**THIS INSTRUMENT WAS DRAFTED BY  
AND AFTER RECORDING 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 LANDOWNER'S PROPERTY**

The east 1302.91 feet of that part of the Southwest Quarter of Section 21, Township 27, Range 21, Washington County, Minnesota described as follows:

Beginning at a point on the South line of said Southwest Quarter distant 550.00 feet West from the Southeast corner of said Southwest Quarter; thence North 0 degrees 07 minutes 51 seconds East, bearing oriented to Washington County coordinate system, North American Datum 1983 and parallel with the East line of said Southwest Quarter, 1240.70 feet; thence North 89 degrees 52 minutes 09 seconds West 87 .11 feet; thence on a tangential curve to the right an arc distance of 105.06 feet, said curve having a radius of 340.00 feet and a central angle of 17 degrees 42 minutes 13 seconds; thence on a reverse curve to the left an arc distance of 343. 85 feet, said curve having a radius of 415 .50 feet and a central angle of 47 degrees 24 minutes 56 seconds; thence on a reverse curve to the right an arc distance of 314.09 feet, said curve having a radius of 399 .87 feet and a central angle of 45 degrees 00 minutes 18 seconds; thence North 74 degrees 34 minutes 35 seconds West, tangent to last described curve, 810.02 feet; thence on a tangential curve to the left an arc distance of 198.81 feet, said curve having a radius of 743.78 feet and a central angle of 15 degrees 18 minutes 54 seconds; thence North 89 degrees 53 minutes 28 seconds West, tangent to last described curve, 268.00 feet more or less to a point on the West line of said Southwest Quarter distant 1424.27 feet North from the Southwest corner of said Southwest Quarter; thence South 0 degrees 06 minutes 32 seconds West to the Southwest corner of said Southwest Quarter; thence South 89 degrees 53 minutes 43 seconds East 2071.71 feet along the South line of said Southwest Quarter to the point of beginning.

Except that part of the north 40 feet lying west of the east 60 feet thereof.

Except that part of the south 50 feet lying west of the east 60 feet thereof.

Except the east 60 feet thereof.

Except that part of the remainder lying north of the following described line:

Beginning at a point on the south line of said Southwest Quarter distant 550.00 feet west from the southeast corner of said Southwest Quarter; thence North 0 degrees 07 minutes 51 seconds East, bearing oriented to Washington County coordinate system, North American Datum 1983 and parallel with the east line of said Southwest Quarter, 1240.70 feet; thence North 89 degrees 52 minutes 09 seconds West 87 .11 feet; thence on a tangential curve to the right an arc distance of 105.06 feet, said curve having a radius of 340.00 feet and a central angle of 17 degrees 42 minutes 13 seconds; thence on a reverse curve to the left an arc distance of 343. 85 feet, said curve having a radius of 415 .50 feet and a central angle of 47 degrees 24 minutes 56 seconds; thence on a reverse curve to the right an arc distance of 314.09 feet, said curve having a radius of 399.87 feet and a central angle of 45 degrees 00 minutes 18 seconds; thence South 15 degrees 25 minutes 25 seconds West 40 feet to the actual point of beginning of the line to be described; thence South 74 degrees

00 minutes 13 seconds East 807.77 feet to the west line of the east 60 feet of the first above described parcel and there terminating.

**EXHIBIT B**  
**LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA**

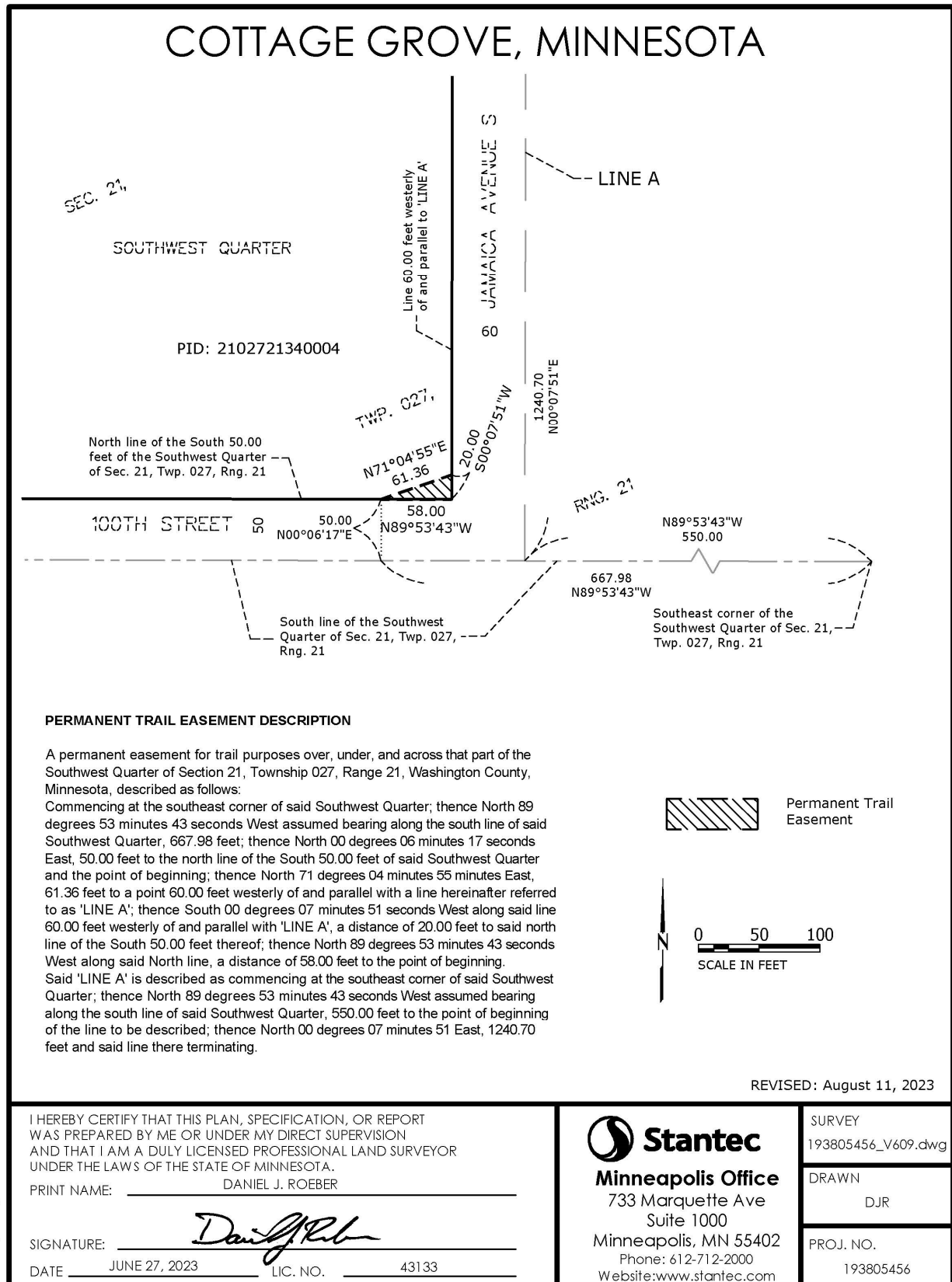
A permanent easement for trail purposes over, under, and across that part of the Southwest Quarter of Section 21, Township 027, Range 21, Washington County, Minnesota, described as follows:

Commencing at the southeast corner of said Southwest Quarter; thence North 89 degrees 53 minutes 43 seconds West assumed bearing along the south line of said Southwest Quarter, 667.98 feet; thence North 00 degrees 06 minutes 17 seconds East, 50.00 feet to the north line of the South 50.00 feet of said Southwest Quarter and the point of beginning; thence North 71 degrees 04 minutes 55 minutes East, 61.36 feet to a point 60.00 feet westerly of and parallel with a line hereinafter referred to as 'LINE A'; thence South 00 degrees 07 minutes 51 seconds West along said line 60.00 feet westerly of and parallel with 'LINE A', a distance of 20.00 feet to said north line of the South 50.00 feet thereof; thence North 89 degrees 53 minutes 43 seconds West along said North line, a distance of 58.00 feet to the point of beginning.

Said 'LINE A' is described as commencing at the southeast corner of said Southwest Quarter; thence North 89 degrees 53 minutes 43 seconds West assumed bearing along the south line of said Southwest Quarter, 550.00 feet to the point of beginning of the line to be described; thence North 00 degrees 07 minutes 51 East, 1240.70 feet and said line there terminating.

**EXHIBIT C**  
**DEPICTION OF PERMANENT EASEMENT AREA**

**COTTAGE GROVE, MINNESOTA**



**PERMANENT TRAIL EASEMENT DESCRIPTION**

A permanent easement for trail purposes over, under, and across that part of the Southwest Quarter of Section 21, Township 027, Range 21, Washington County, Minnesota, described as follows:  
Commencing at the southeast corner of said Southwest Quarter; thence North 89 degrees 53 minutes 43 seconds West assumed bearing along the south line of said Southwest Quarter, 667.98 feet; thence North 00 degrees 06 minutes 17 seconds East, 50.00 feet to the north line of the South 50.00 feet of said Southwest Quarter and the point of beginning; thence North 71 degrees 04 minutes 55 seconds East, 61.36 feet to a point 60.00 feet westerly of and parallel with a line hereinafter referred to as 'LINE A'; thence South 00 degrees 07 minutes 51 seconds West along said line 60.00 feet westerly of and parallel with 'LINE A', a distance of 20.00 feet to said north line of the South 50.00 feet thereof; thence North 89 degrees 53 minutes 43 seconds West along said North line, a distance of 58.00 feet to the point of beginning.  
Said 'LINE A' is described as commencing at the southeast corner of said Southwest Quarter; thence North 89 degrees 53 minutes 43 seconds West assumed bearing along the south line of said Southwest Quarter, 550.00 feet to the point of beginning of the line to be described; thence North 00 degrees 07 minutes 51 East, 1240.70 feet and said line there terminating.



Permanent Trail Easement



0 50 100  
SCALE IN FEET

REVISED: August 11, 2023

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT  
WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION  
AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR  
UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: DANIEL J. ROEBER

SIGNATURE: *Daniel J. Roeber*

DATE JUNE 27, 2023 LIC. NO. 43133



**Stantec**

**Minneapolis Office**  
733 Marquette Ave  
Suite 1000

Minneapolis, MN 55402  
Phone: 612-712-2000  
Website: www.stantec.com

SURVEY  
193805456\_V609.dwg

DRAWN  
DJR

PROJ. NO.  
193805456

Plot Date: 06/11/2023 - 11:29am  
Drawing name: U:\193805456\CAD\Drawg\Exasement\193805456\_V609.dwg  
User: 193805456\_XSV



# City Council Action Request

7.0.

|                      |                                                                                                                                                                                                                                                     |    |                                    |    |                            |
|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|------------------------------------|----|----------------------------|
| Meeting Date         | 9/6/2023                                                                                                                                                                                                                                            |    |                                    |    |                            |
| Department           | Public Works                                                                                                                                                                                                                                        |    |                                    |    |                            |
| Agenda Category      | Action Item                                                                                                                                                                                                                                         |    |                                    |    |                            |
| Title                | Kwik Trip Development – Escrow Agreement                                                                                                                                                                                                            |    |                                    |    |                            |
| Staff Recommendation | Approve the Escrow Agreement between the City and Kwik Trip Inc. for the preparation of the Public Improvement Plans necessary for development of Lot 1, Block 2 of the Lake Flora 2nd Addition plat with minor modifications by the City Attorney. |    |                                    |    |                            |
| Budget Implication   | N/A                                                                                                                                                                                                                                                 |    |                                    |    |                            |
| Attachments          | <table><tr><td>1.</td><td>Kwik Trip Escrow Agreement CC Memo</td></tr><tr><td>2.</td><td>Kwik Trip Escrow Agreement</td></tr></table>                                                                                                               | 1. | Kwik Trip Escrow Agreement CC Memo | 2. | Kwik Trip Escrow Agreement |
| 1.                   | Kwik Trip Escrow Agreement CC Memo                                                                                                                                                                                                                  |    |                                    |    |                            |
| 2.                   | Kwik Trip Escrow Agreement                                                                                                                                                                                                                          |    |                                    |    |                            |



**To:** Honorable Mayor and City Council  
Jennifer Levitt, City Administrator

**From:** Amanda Meyer, PE, City Engineer

**Date:** August 28, 2023

**Re:** Kwik Trip Development – Escrow Agreement

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### **Background/Discussion**

Kwik Trip, Inc. has approached the City of Cottage Grove with interest in purchasing Lot 1, Block 2 of the Lake Flora Second Addition plat. This property is located at the southeast corner of 95th Street and Jamaica Avenue. Development of this property requires public improvements including extension of utilities, upgrades to 95th Street, and turn lane construction along Jamaica Avenue. The complete list of public improvements triggered by developing this parcel are as follows:

- A. 95th Street:
  - 1. Upgrade roadway to a 32-foot face-of-curb to face-of-curb roadway from Jamaica Avenue to Glendenning Road including storm sewer infrastructure
  - 2. Extend 8-inch watermain to Glendenning Road
  - 3. Add an 8-foot bituminous trail on the south side from Jamaica Avenue. to Glendenning Road
  - 4. Add ADA crossings
  - 5. Add street lighting
  - 6. Incorporate signal timing changes
- B. Jamaica Avenue
  - 1. Add an 8-foot bituminous trail on the east side
  - 2. Add ADA crossings
  - 3. Add street lighting
  - 4. Incorporate signal timing changes
  - 5. Relocate/extend a 54-inch storm sewer pipe
  - 6. Add a right turn lane on Jamaica Avenue 350 feet south of the intersection of Jamaica Avenue and 95th Street
  - 7. Extend the median, approximately 275 feet south from the current median

While a majority of the improvements are required to support the proposed development, some of the improvements, such as the extension of watermain along 95th Street to Glendenning Road, provides benefit to additional parcels in the area. The City and Kwik Trip have agreed upon a cost share for the development of public improvement plans where the City would pay 25 percent and Kwik Trip would pay 75 percent of the total design cost. Kwik Trip has asked that the City's engineering consultant develop the public improvement plans to allow for more efficient plan development as the City's consultant is already familiar with the City's standard specifications, details, and overall design requirements.

The Escrow Agreement for review has been drafted to memorialize the required public improvements related to the development of Lot 1, Block 2, Lake Flora Second Addition, and the cost share for the development of the plans. Upon approval of the agreement, Kwik Trip will provide a cash escrow in the amount of \$35,000 to the City for use in starting the design process. Moving forward, the city's consultant will bill the city directly at standard hourly rates and monthly invoices will be provided from the city to Kwik Trip for their portion of the plan cost.

The public improvement plans will be substantially complete by January 1, 2024, pending final approval of Kwik Trip's site plan and related documents by the City Council and approval of Kwik Trip's private construction plans by the City Engineer and Building Official. The public improvement plans will then be provided to Kwik Trip to bid with their private construction plans.

### **Recommendation**

It is recommended the City Council approve the Escrow Agreement between the City and Kwik Trip Inc. for the preparation of the Public Improvement Plans necessary for development of Lot 1, Block 2 of the Lake Flora 2nd Addition plat with minor modifications by the City Attorney.



## ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the “Agreement”) made and entered into as of \_\_\_\_\_, 2023, (“Effective Date”) by and between the City of Cottage Grove, a Minnesota municipal corporation (“City”), and Kwik Trip, Inc., a Wisconsin corporation (“Developer”).

### RECITALS

WHEREAS, Developer has a purchase agreement with the Cottage Grove Economic Development Authority (“EDA”) to purchase certain property in the City identified on Exhibit A, attached hereto (“the Property”); and

WHEREAS, one of the contingencies in the purchase agreement requires that the City prepare a survey and design construction drawings for certain public improvements (“Public Improvement Plans”), as defined herein, specifically due to the Developer’s anticipated development on the Property as a convenience store, fueling station, car wash and related uses; and

WHEREAS, the City is willing to engage consultants needed to prepare the design for the Public Improvement Plans on condition that the Developer escrow funds with the City related to its cost; and

WHEREAS, Developer agrees to pay into escrow the amount of \$35,000.00 (the “Escrow Funds”) with the City to be used to pay for the design costs of the Public Improvement Plans; and

WHEREAS, City is willing to hold the Escrow Funds and use the Escrow Funds for the design costs of the Public Improvement Plans; and

WHEREAS, the parties desire to evidence their agreement with respect to the holding and disbursement of the Escrow Funds as described herein.

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Escrow Fund Custody. Within five (5) days of the Effective Date, Developer shall pay the City the Escrow Funds. Upon receipt, the City hereby agrees to hold and disburse the same in accordance with this Agreement.

2. Obligation of City and Developer Regarding the Public Improvement Plans. Following receipt of the Escrow Funds, the City shall promptly engage and secure any contracts with consultants, experts, and engineering firms (“Consultants”) needed to complete the Public Improvement Plans, as defined below. City is solely responsible for the selection of Consultants as well as responsible for the oversight and review of the process and development of the Public Improvement Plans. Developer shall cooperate with the City and with any Consultants in order to assist with the completion of the Public Improvement Plans. Upon completion, the Public Improvement Plans shall be provided to the Developer.

3. Public Improvement Plans. The Public Improvement Plans shall include a survey and construction drawings for public improvements related to Developer's use of the Property, which includes the following:

A. 95<sup>th</sup> Street:

- 1) Upgrade roadway to a 32-foot face-of-curb to face-of-curb roadway from Jamaica Ave. S. to Glendenning Road including storm sewer infrastructure
- 2) Extend 8-inch watermain to Glendenning Road
- 3) Add an 8-foot bituminous trail on the south side from Jamaica Ave. S. to Glendenning Road
- 4) Add ADA crossings
- 5) Add street lighting
- 6) Incorporate signal timing changes

B. Jamaica Ave. S.:

- 1) Add an 8-foot bituminous trail on the east side
- 2) Add ADA crossings
- 3) Add street lighting
- 4) Incorporate signal timing changes
- 5) Relocate/extend a 54-inch storm sewer pipe
- 6) Add a right turn lane on Jamaica Ave. S. 350 feet south of the intersection of Jamaica Ave. S. and 95<sup>th</sup> Street
- 7) Extend the median, approximately 275 feet south from the current median

C. Flowage Easement survey and hydrologic review and design for its relocation and vacation, including the design of any stormwater piping system needed to remove the easement from the Property.

4. Payment of Public Improvement Costs. City shall directly pay Consultants for the Public Improvement Plans. 75% of the costs of the Public Improvement Plans shall be the responsibility of the Developer and the remaining 25% of the Public Improvement Plans cost will be the responsibility of the City. City will ensure that Consultant rates are at standard hourly rates for the City. Monthly invoices will be provided to Developer, who shall reimburse the City for Developer's portion of the Public Improvement Plans costs within 30 days of receipt.

5. Completion Date. City shall use best efforts to provide Public Improvement Plans that are substantially complete by January 1, 2024, pending final approval of Developer's site plan and related documents by the City Council and approval of the Developer's construction drawings by the City Engineer and Building Official.

6. Early Termination. City or Developer may terminate this Agreement prior to completion of the Public Improvement Plans for any reason by providing 10 days' written notice as provided in Section 9. In the event of early termination, the Escrow Funds shall be disbursed pursuant to Section 8.

7. Final Release of Escrow Funds; Termination. This Agreement shall be terminated upon any of the following events (“Termination Date”):

- A. Early termination of this Agreement pursuant to Section 6; or
- B. Completion and acceptance by the City Engineer after the construction of the public improvements designed in the Public Improvement Plans.

Upon termination, if there are unpaid invoices from the Consultants, the Escrow Funds shall be used to pay such invoices to Consultants for work performed through the date of termination. If there are excess funds after the Consultants have been paid for the work performed, the City shall release the remaining balance of the Escrow Funds to Developer. The responsibilities of the City and Developer shall terminate on the Termination Date.

8. Notices. Any notice to be given by one party shall be delivered personally, by email at the address set forth below, or sent by registered or certified mail, to the other party at the addresses in this Section (or to such other address as may be designated by notice given pursuant to this Section). Attorneys for each party shall be authorized to give and receive notices for each such party.

If to City: City of Cottage Grove  
12800 Ravine Parkway South  
Cottage Grove MN 55016  
Attn: Jennifer Levitt, City Administrator  
Email: [jlevitt@cottagegrovemn.gov](mailto:jlevitt@cottagegrovemn.gov)

with a copy to: Korine L. Land  
LeVander, Gillen & Miller, P.A.  
1305 Corporate Center Drive, Suite 300  
Eagan, MN 55121  
Email: kland@levander.com

If to Kwik Trip: \_\_\_\_\_  
\_\_\_\_\_

With a copy to: \_\_\_\_\_  
\_\_\_\_\_

9. Amendments. This Agreement is irrevocable and may be amended only by a written amendment executed by all the parties hereto.

*[Signature pages follow]*

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

**CITY OF COTTAGE GROVE**

By: \_\_\_\_\_  
Myron Bailey, Mayor

By: \_\_\_\_\_  
Tamara Anderson, City Clerk

**DEVELOPER:**

**Kwik Trip, Inc.**

By \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A**

Real property located in the County of Washington, State of Minnesota, according to the Preliminary Plat, identified and described as follows:

Lot 1, Block 2, Lake Flora Second Addition

*Abstract Property*



# City Council Action Request

## 7.P.

|                      |                                                                                                       |    |                                             |
|----------------------|-------------------------------------------------------------------------------------------------------|----|---------------------------------------------|
| Meeting Date         | 9/6/2023                                                                                              |    |                                             |
| Department           | Public Works                                                                                          |    |                                             |
| Agenda Category      | Action Item                                                                                           |    |                                             |
| Title                | DNR ReLeaf Community Forestry Grant Program                                                           |    |                                             |
| Staff Recommendation | Authorize staff to apply for the Releaf Community Forestry Grants program in the amount of \$210,000. |    |                                             |
| Budget Implication   | N/A                                                                                                   |    |                                             |
| Attachments          | <table border="1"><tr><td>1.</td><td>Council Memo-MN DNR ReLeaf Grant 2023 Final</td></tr></table>    | 1. | Council Memo-MN DNR ReLeaf Grant 2023 Final |
| 1.                   | Council Memo-MN DNR ReLeaf Grant 2023 Final                                                           |    |                                             |



**To:** Honorable Mayor and City Council  
**From:** Gavin Hochstetler, City Forester  
Ryan Burfeind, Public Works Director  
**Date:** September 6, 2023  
**Subject:** ReLeaf Community Forestry Grants program

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## Introduction

The Public Works Department has been aggressively managing the ash tree population within Cottage Grove from what is considered an infestation of the Emerald Ash Borer. The MN DNR offers a grant program entitled the “ReLeaf Community Forestry Grants program” to communities who seek to diversify the tree species within its public spaces. With this grant, the city will be able to remove 150 of its 1900 ash trees to ultimately get near the original goal of treating and maintaining 1,200 ash trees. The removal, restoration and replanting of 150 trees is one step closer to achieving the optimal management number for sustaining the legacy tree canopy. This ultimately will improve the sustainability of the urban forest in these areas thus minimizing the damaging effects of any pests or diseases in the future. The replanting effort would likely take place in the spring of 2025 and 2026. This will further promote the city’s efforts to manage and preserve the city’s natural resources while engaging with the citizens in a manner that creates pride and understanding of the city’s objectives related to tree care.

The applied grant amount will be for \$210,000 which is to cover the costs of tree removal, stump grinding, restoration, and the purchase of the new trees. There is no match portion to the grant. Upon authorization by the City Council to apply for this grant, staff will complete the application process prior to the September 18, 2023 deadline.

## Recommendation

Authorize staff to apply for the ReLeaf Community Forestry Grants program in the amount of \$210,000.





# City Council Action Request

## 7.Q.

**Meeting Date** 9/6/2023

**Department** Public Works

**Agenda Category** Action Item

**Title** 2024 State Bonding Request - County Rd 19A & 100th St

**Staff Recommendation** Adopt resolution 2023-115 authorizing the City's application for \$12,500,000 in Capital Budget Bonding Funds for the County Road 19A/100th Street Realignment Project.

**Budget Implication**

**Attachments**

|    |                                                   |
|----|---------------------------------------------------|
| 1. | 100th Street State Bonding Request Memo 2023-8-30 |
| 2. | 2024 State Bonding Resolution                     |



**To:** Honorable Mayor and City Council  
Jennifer Levitt, City Administrator

**From:** Ryan Burfeind, Public Works Director

**Date:** August 30, 2023

**Re:** County Road 19A & 100th Street Realignment – 2024 State Bonding Request

---

### **Background**

In 2019, Washington County began a planning study related to a future arterial roadway to be developed in the southwestern area of the County, within the City of Cottage Grove. The primary driver of this study was to address the lack of arterial roadways in this area of the County. The County worked with several partners on this project including Cottage Grove, St. Paul Park, Grey Cloud Island Township, and the South Washington Watershed District. In April of 2021, the final study was approved by the City Council.

Since that time, this southern area of Cottage Grove has seen a rapid acceleration of both industrial and residential development. Due to this, the City and County are working to implement the first phase of the Southwest Arterial Study. This will involve the realignment of County Road 19A and 100th Street to provide a direct connection from Highway 61 into the Business Park. This project would also include the construction of a bridge over the CPKC Railroad, which is critical to allow for unhindered access for logistics and distribution businesses.

### **Discussion**

During the 2023 State legislative session, Cottage Grove worked with Senator Seeberger to submit a bill requesting \$12.5 million in funding from the State through general obligation bonds for the County 19A & 100<sup>th</sup> Street Realignment Project. While the project did not receive funding, it did have a hearing with the Senate Capital Investment Committee and received positive feedback from the committee members. The 2023 bonding request was not part of the Minnesota Management and Budget (MMB) bonding process.

During the month of June, City staff submitted this project, along with the same \$12.5 million request, to MMB as a 2024 capital budget request. As part of this process, the City needs to pass a resolution of support and include it with our MMB submittal prior to October 13, 2023. A resolution authorizing the City to apply for MMB's Capital Budget Bonding Funds and is included with this memo for approval.

### **Recommendation**

It is recommended that the City Council adopt resolution 2023-115 authorizing the City's application for \$12,500,00 in Capital Budget Bonding Funds for the County Road 19A/100th Street Realignment Project.

CITY OF COTTAGE GROVE, MINNESOTA  
CITY COUNCIL  
RESOLUTION 2023-115

A RESOLUTION AUTHORIZING THE CITY TO APPLY FOR MINNESOTA  
MANAGEMENT AND BUDGET'S CAPITAL BUDGET BONDING FUNDS

Whereas, the City of Cottage Grove partakes in the Minnesota Management and Budget's (MMB) Biennial process for reviewing state capital investment requests submitted from state agencies and local units of government; and

Whereas, submitting preliminary project information is a vital component of the state capital investment process, and provides needed background to the Governor and Legislators in determining state capital investments; and

Whereas, the City of Cottage Grove is seeking state funding in 2024 to support the construction of the County Road 19A and 100<sup>th</sup> Street South Realignment Project; and

Whereas, the County Road 19A and 100<sup>th</sup> Street South Realignment Project is needed to proactively meet the mobility needs of the southwest portion of Cottage Grove; and

Whereas, the County Road 19A and 100<sup>th</sup> Street South Realignment Project will serve as the main transportation route to Trunk Highway 61 from this growing area of the community,

Whereas, the project will greatly reduce congestion, increase capacity, and relieve stress at the Jamaica Avenue and Highway 61 interchange and provide a much-needed additional access point to the City's Industrial Park; and

Whereas, the city has been diligently working to secure additional competitive funding sources to deliver on this important project; and

Whereas, there are significant funding obstacles to design, construct and realize the Southwest Arterial Project, which has an estimated total project cost of \$44,721,000; and

Whereas, the County Road 19A and 100<sup>th</sup> Street South Realignment Project is the city's only request for 2024 MMB bonding funds and is therefore the city's top priority for bond funds; and

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, that the City is hereby authorized to request bonding funds from the Minnesota Office of Management and Budget.

Passed this 6<sup>th</sup> day of September, 2023.

---

Myron Bailey, Mayor

Attest:

---

Tamara Anderson, City Clerk



# City Council Action Request

## 7.R.

**Meeting Date** 9/6/2023

**Department** Community Development

**Agenda Category** Action Item

**Title** Thai Garden Approvals Extension

**Staff Recommendation** Adopt Resolution 2023-114 approving a one-year extension of the Site Plan Review and Planned Unit Development for Thai Garden until September 7, 2024.

**Budget Implication** N/A

**Attachments**

|    |                                            |
|----|--------------------------------------------|
| 1. | Thai Garden Approvals Extension CC Memo    |
| 2. | Thai Garden Approvals Extension Request    |
| 3. | Thai Garden Approvals Extension Resolution |

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

FROM: Mike Mrosia, Senior Planner

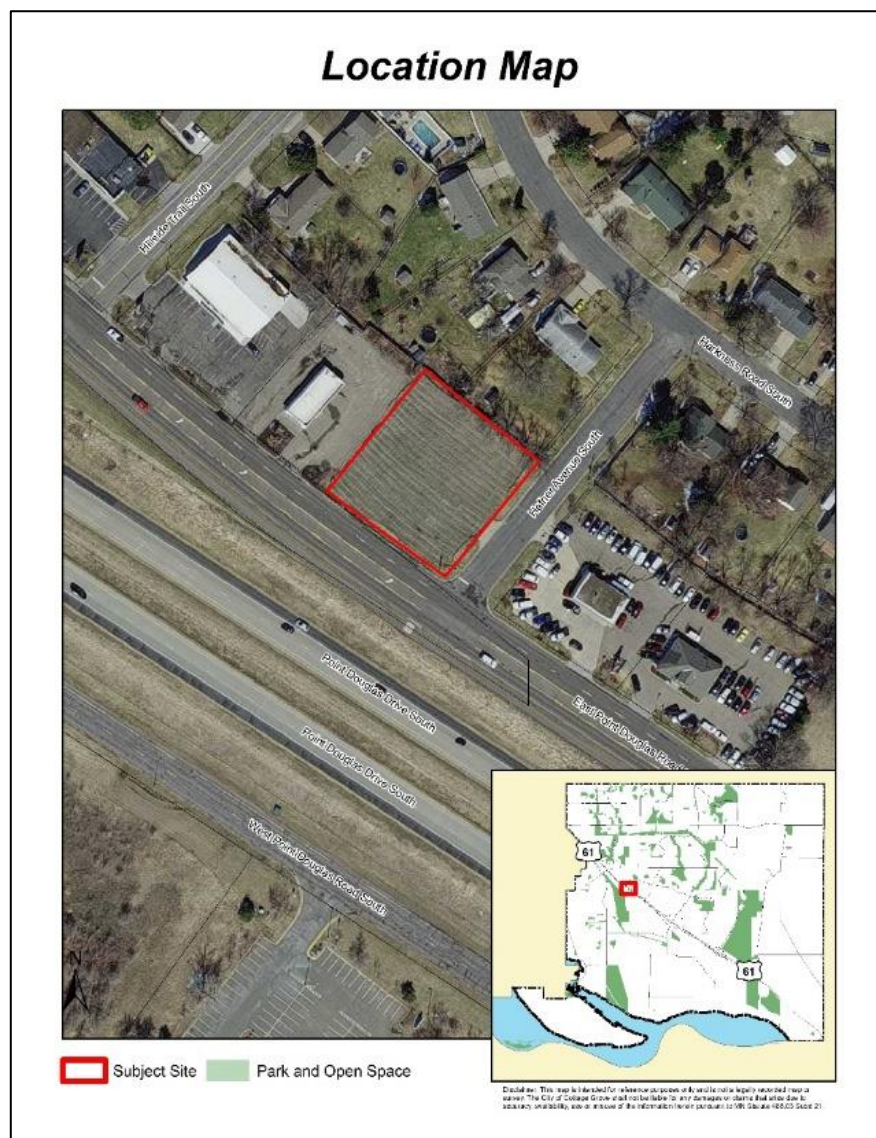
DATE: September 6, 2023

RE: Thai Garden Approvals Extension

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## Introduction

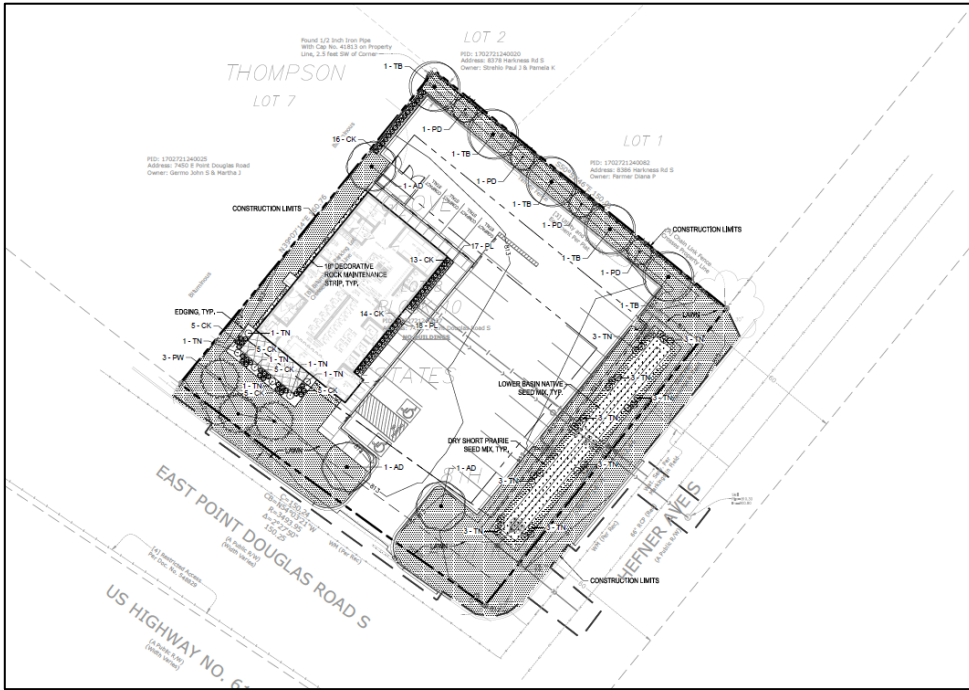
Civil Site Group, on behalf Mr. Long (Applicant) the owner of Thai Garden, has submitted a request for a one-year extension for their Site Plan Review and Planned Unit Development approvals (Resolution 2022-116).



**Location Map**

## Background

At its September 7, 2022, meeting, the City Council approved a Site Plan Review and Planned Unit Development for a proposed restaurant to be known as Thai Garden located at 7470 East Point Douglas Road. The proposed site plan includes a 2,855 square foot building with 64 indoor seats and 28 patio seats.



## Site and Landscaping Plan

The conditions of approval state that the approvals shall expire one year from the date of the City Council meeting unless a building permit has been issued or a time extension has been granted by the City Council. The applicant has submitted a written request to extend the approvals for an additional year. The request for an extension is due to the Applicant recently hiring a new contractor and architect for the project. Additional time is needed for the new team to prepare and finalize plans for building permit submittal later this year.

## Recommendation

The City Council is recommended to adopt Resolution 2023-114 approving a one-year extension of the Site Plan Review and Planned Unit Development for Thai Garden until September 7, 2024.

**Attachments:**

## Applicant's Written Extension Request Resolution

**From:** [Mike Sheehan](#)  
**To:** [Mike Mrosia](#)  
**Cc:** [REDACTED]  
**Subject:** RE: Thai Garden Approvals  
**Date:** Thursday, August 24, 2023 10:54:50 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[image001.png](#)  
[image011.png](#)  
[image012.png](#)  
[image013.png](#)

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**EXTERNAL EMAIL WARNING:** This email originated from an outside organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Mike,

We would like to request an extension for our approvals from the City of Cottage Grove in regard to the Thai Garden restaurant development at 7470 E point Douglas Road. This summer we needed to switch the contractor and architect on the project, and now we need additional time to finalize plans and prepare the for submittal to the City.

Please let me know if you have any questions or need any additional information.

Thank you,

**Mike Sheehan, PE | Civil Engineer**  
e: [msheehan@civilsitegroup.com](mailto:msheehan@civilsitegroup.com)  
c: 612-812-0049 | o: 612-615-0060 x 720 |  
[5000 Glenwood Avenue, Golden Valley, MN 55422](#)



CITY OF COTTAGE GROVE, MINNESOTA  
CITY COUNCIL  
RESOLUTION 2023-114

**RESOLUTION APPROVING A ONE-YEAR EXTENSION TO  
RESOLUTION 2022-116, WHICH APPROVED A SITE PLAN REVIEW AND  
PLANNED UNIT DEVELOPMENT FOR THAI GARDEN TO BE  
LOCATED AT 7470 EAST POINT DOUGLAS ROAD**

WHEREAS, Thai Garden received Site Plan Review and Planned Unit Development approvals at the September 7, 2022, City Council meeting for a proposed restaurant to be located at the property legally described below:

Lot 8, Block 10, Thompson Grove Estates 8th Addition, Cottage Grove, Washington County, State of Minnesota

Commonly known as 7470 East Point Douglas Road South, Cottage Grove, Washington County, State of Minnesota.

WHEREAS, the conditions of approval state that the approvals for Site Plan Review and Planned Unit Development shall expire one year after City Council approval unless a building permit has been issued or an extension has been granted by the City Council; and

WHEREAS, the applicant has provided a written request to extend the approvals for an additional one year due to switching their original contractor and architect this summer for unforeseen reasons and then hiring new consultants which needs additional time to prepare and finalize plans for building permit submittal later this year.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Cottage Grove, Washington County, Minnesota, hereby approves an extension to Resolution 2022-116 until September 7, 2024, and subject to the following condition:

1. All conditions stipulated in Resolution 2022-116 shall be abided by.

Passed this 6th day of September 2023.

---

Myron Bailey, Mayor

Attest:

---

Tamara Anderson, City Clerk



# City Council Action Request

## 7.S.

**Meeting Date** 9/6/2023

**Department** Community Development

**Agenda Category** Action Item

**Title** Lake Flora 2nd Addition - Amended Preliminary Plat, Regional Pond Purchase Agreement, and Dirt Agreement

**Staff Recommendation** 1) Adopt Resolution 2023-112 approving the preliminary plat to be called Lake Flora Second Addition. 2) Adopt Resolution 2023-113 approving the termination of the pond purchase agreement between the City and WAG Farms Inc. and approving the new purchase agreement between WAG Farms Inc. and the City for Outlot C, Lake Flora Second Addition. 3) Approve the Dirt Agreement between EDA and the City.

**Budget Implication** N/A

|                    |    |                                                      |
|--------------------|----|------------------------------------------------------|
| <b>Attachments</b> | 1. | Lake Flora 2nd CC Memo                               |
|                    | 2. | Lake Flora 2nd Preliminary Plat                      |
|                    | 3. | Lake Flora 2nd Resolution - Preliminary Plat         |
|                    | 4. | Lake Flora 2nd Resolution - Purchase Agreement       |
|                    | 5. | Lake Flora 2nd WAG Termination of Purchase Agreement |
|                    | 6. | Lake Flora 2nd WAG Purchase Agreement                |
|                    | 7. | Lake Flora 2nd Fill Material Agreement               |

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

FROM: Emily Schmitz, Community Development Director

DATE: August 31, 2023

RE: Lake Flora 2nd Addition - Amended Preliminary Plat, Regional Pond Purchase Agreement, and Dirt Agreement

---

## Background

Historically, land owned by the WAG Farms Trust within the City's Business Park has been sold to the EDA (Economic Development Authority) and then sold to the end user. The City has coordinated multiple sales over the years and created several shovel ready sites for development. Given the continued interest in the City's business park, the City of Cottage Grove submitted an application for a preliminary plat in February of 2023 for a preliminary plat to be called Lake Flora Second Addition for the area located south of Highway 61, east of Jamaica Avenue, and north of 100th Street. The plat would create developable parcels and potential future ponding area on land owned by the WAG Trust Farms.



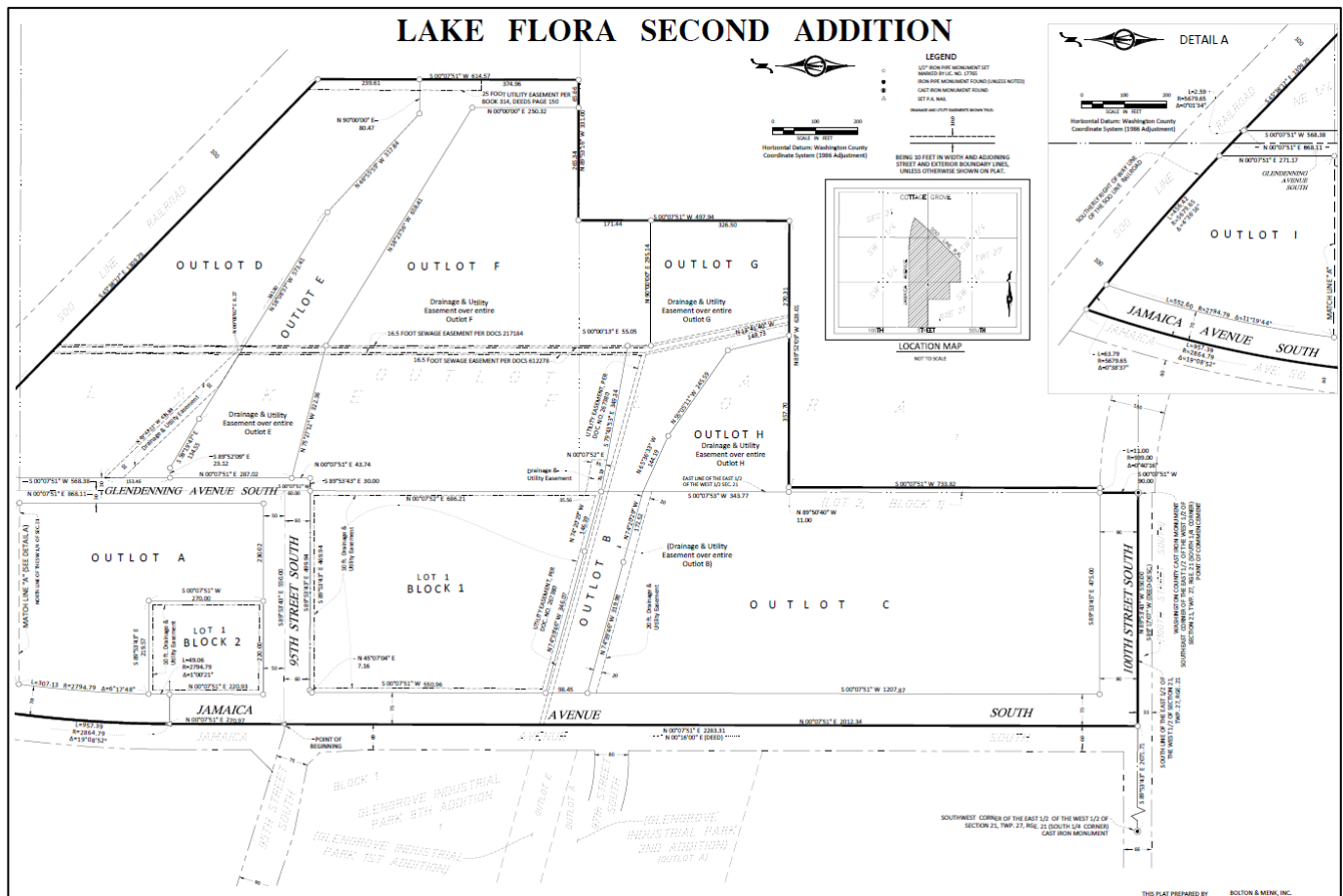
**Site Location**

The proposed preliminary plat was reviewed by the Planning Commission on February 27, 2023, which recommended approval. Given the shift in timing of closing on potential developable parcels created by the Lake Flora 2nd plat, the review by Council was delayed until a clearer timeline could be established. Given the current interest in several of the developable parcels, the amended preliminary plat has been prepared for review by the City Council.

### Amended Preliminary Plat

The proposed Lake Flora Second Addition preliminary plat encompasses approximately 62.81 acres. The entire area of the plat is guided Industrial in the Comprehensive Plan and is currently zoned I-1, General Industry. The proposed plat would allow for the continued expansion of the City's Business Park as parcels on the east side of Jamaica Avenue continue to develop.

The proposed plat in February 2023 created four lot and block parcels and nine outlots and dedicated appropriate right-of-way adjacent to public streets as well as standard drainage and utility easements. Since that time, additional interest in the parcels to be created by the Lake Flora Second Addition plat required adjustment to lot lines and proposed right of way to support the required infrastructure to develop those parcels. The outlot originally created to expand the regional pond (L-P3) has also been expanded with the amended second addition plat.



Lake Flora Second Addition Preliminary Plat



Given existing historic easements will encompass several of the proposed parcels, easement vacations will be required prior to the recording of the final plat. Standard lot line drainage and utility easements will be included on the plat as well as 100th Street, Jamaica Avenue, and 95th Street right-of-way.

### ***Regional Stormwater – L-P3***

Included in the City's stormwater management system is an existing regional pond, which is called L-P3 that stands for Langdon Pond #3. This pond is located east of the compost site and north of 100th Street, and is highlighted in blue in the figure below. L-P3 receives runoff from nearly all land in Cottage Grove west of Keats Avenue and north of 100th Street. Water exits the pond under 100th Street, and then flows through a DNR public stream down to the Mississippi River.



As part of the City's Surface Water Management Plan (SWMP), expansion of this pond is planned to provide additional stormwater runoff control and flood storage. The SWMP includes costs for the purchase of land to allow for this expansion, which is funded by Stormwater Area Charges that are collected through development projects. The City plans to purchase Outlot C to expand the regional ponding area and continue to meet the goals of City's SWMP.

Given the original agreement between the City and WAG Farms Trust indicated the City would purchase Outlot F and the amended preliminary plat labels the area to be purchased by the City for expansion of the regional pond as Outlot C, the purchase agreement has been amended to reflect the appropriate outlot.

### ***Dirt Agreement***

Once Outlot C is purchased by the City, material will be required to be removed from the area to create the expanded pond area. Additionally, based on elevations of adjacent parcels within the Lake Flora 2nd Addition plat, substantial import would be required to aid in creating shovel-ready sites, especially as some of these areas have shallow bedrock. The proposed Dirt Agreement allows for the excess material within Outlot C to be exported to these adjacent properties to provide a construction cost savings and aid in making these parcels more favorable for development.

### ***Development Fees***

Development fees will be evaluated at such time any of the proposed parcels are purchased or planned for development.

## **Recommendation**

That the City Council take the following actions:

1. Adopt Resolution 2023-112 approving the preliminary plat to be called Lake Flora Second Addition.
2. Adopt Resolution 2023-113 approving the termination of the pond purchase agreement between the City and WAG Farms Inc. and approving the new purchase agreement between WAG Farms Inc. and the City for Outlot C, Lake Flora Second Addition.
3. Approve the Dirt Agreement between EDA and the City.

### **Attachments**

Lake Flora Second Addition Plat  
Purchase Agreement for Outlot C, Lake Flora Second Addition  
Dirt Agreement



PROPOSED PLAT OF: LAKE FLORA SECOND ADDITION

DESCRIPTION

That part of the East Half of the West Half of Section 21, Township 27, Range 21, Washington County, Minnesota lying south of the Chicago, Milwaukee, St. Paul and Pacific Railroad and east of a line described as beginning at a point on the south line of said East Half of West half distant 550 feet west from the southeast corner of said East Half of West Half; thence on an assumed bearing of North 0 degrees 16 minutes 00 seconds East and parallel with the east line of said East Half of West Half 2283.31 feet; thence northerly along a tangential curve concave to the east having a radius of 2864.79 feet, an arc distance of 957.86 feet more or less to the southerly right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad and there terminating.

EXCEPT that part thereof described as follows:

Commencing at the southeast corner of said East half of West Half; thence South 89 degrees 17 minutes 07 seconds West, assumed bearing, along the south line of said East half of West Half a distance of 550.00 feet; thence North 0 degrees 41 minutes 09 seconds West, parallel with the east line of said East half of West half 2012.34 feet to the point of beginning of the tract to be herein described; thence continue North 0 degrees 41 minutes 09 seconds West, parallel with said east line 270.97 feet; thence northerly 49.03 feet along a tangential curve concave to the east, having a radius of 2864.79 feet and a central angle of 0 degrees 58 minutes 50 seconds; thence North 89 degrees 17 minutes 07 seconds East, not tangent to said curve and parallel with said south line, 289.58 feet; thence South 0 degrees 41 minutes 09 seconds East, parallel with said east line 320.00 feet to the intersection with a line drawn parallel with the south line of said East half of West Half from the point of beginning; thence South 89 degrees 17 minutes 07 seconds West, along said last described parallel line 290 feet to the point of beginning, Washington County, Minnesota.

And

Lot 2, Block 1, LAKE FLORA, according to said plat on file and of record in the office of the County Recorder, in and for, Washington County, Minnesota.

And

Outlot A, said LAKE FLORA.

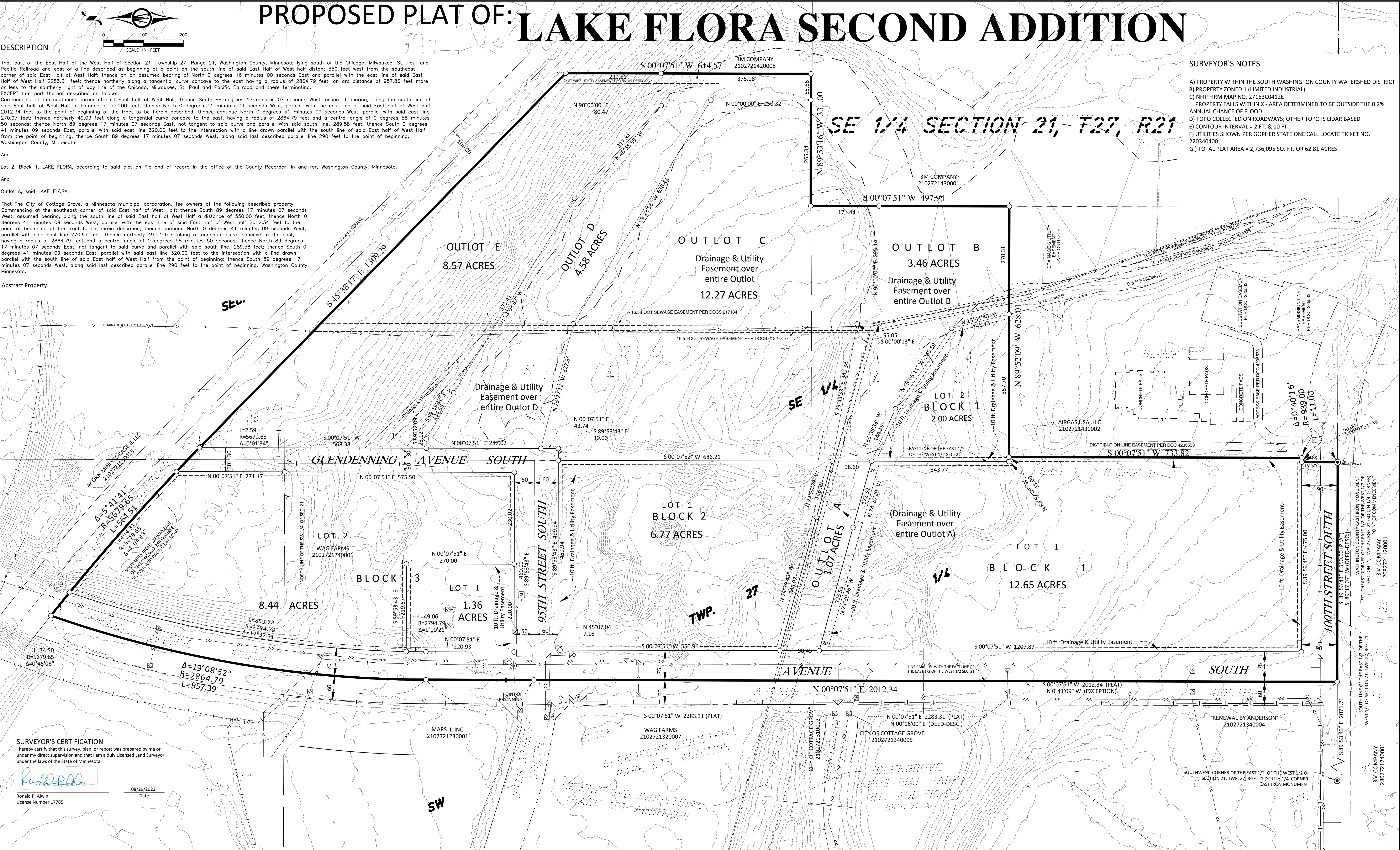
That The City of Cottage Grove, a Minnesota municipal corporation, fee owners of the following described property:

Commencing at the southeast corner of said East half of West Half; thence South 89 degrees 17 minutes 07 seconds West, assumed bearing, along the south line of said East half of West Half a distance of 550.00 feet; thence North 0 degrees 41 minutes 09 seconds West, parallel with the east line of said East half of West half 2012.34 feet to the point of beginning of the tract to be herein described; thence continue North 0 degrees 41 minutes 09 seconds West, parallel with said east line 270.97 feet; thence northerly 49.03 feet along a tangential curve concave to the east, having a radius of 2864.79 feet and a central angle of 0 degrees 58 minutes 50 seconds; thence North 89 degrees 17 minutes 07 seconds East, not tangent to said curve and parallel with said south line, 289.58 feet; thence South 0 degrees 41 minutes 09 seconds East, parallel with said east line 320.00 feet to the intersection with a line drawn parallel with the south line of said East half of West Half from the point of beginning; thence South 89 degrees 17 minutes 07 seconds West, along said last described parallel line 290 feet to the point of beginning, Washington County, Minnesota.

Abstract Property

SURVEYOR'S NOTES

- A) PROPERTY WITHIN THE SOUTH WASHINGTON COUNTY WATERSHED DISTRICT
- B) PROPERTY ZONED 1 (LIMITED INDUSTRIAL)
- C) NFIP FIRM MAP NO. 27163CD412E  
PROPERTY FALLS WITHIN X - AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE OF FLOOD
- D) TOPO COLLECTED ON ROADWAYS; OTHER TOPO IS LIDAR BASED
- E) CONTOUR INTERVAL = 2 FT. & 10 FT.
- F) UTILITIES SHOWN PER GOPHER STATE ONE CALL LOCATE TICKET NO. 220340400
- G.) TOTAL PLAT AREA = 2,736.095 SQ. FT. OR 62.81 ACRES



SURVEYOR'S CERTIFICATION

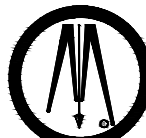
I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Ronald P. Alwin

08/29/2023

Date

Ronald P. Alwin  
License Number 17765

|                                                                                                 |                          |                                              |
|-------------------------------------------------------------------------------------------------|--------------------------|----------------------------------------------|
| PRELIMINARY PLAT<br>LAKE FLORA SECOND ADDITION                                                  |                          | WAG PROPERTIES<br>FOR: CITY OF COTTAGE GROVE |
|            | <b>BOLTON &amp; MENK</b> |                                              |
| 3507 HIGH POINT DRIVE NORTH<br>BUDG. 1 SUITE E130<br>OAKDALE, MINNESOTA 55128<br>(651) 704-9970 |                          |                                              |



CITY OF COTTAGE GROVE  
CITY COUNCIL  
RESOLUTION NO. 2023-112

**RESOLUTION APPROVING THE AMENDED PRELIMINARY PLAT NAMED  
LAKE FLORA SECOND ADDITION**

WHEREAS, the City of Cottage Grove, on behalf of WAG Farms, Inc., has applied for a preliminary plat for a subdivision, Lake Flora Second Addition, which creates five lots and five outlots on property located east of Jamaica Avenue South and south of Highway 61, legally described as:

That part of the East Half of the West Half of Section 21, Township 27, Range 21, Washington County, Minnesota lying south of the Chicago, Milwaukee, St. Paul and Pacific Railroad and east of a line described as beginning at a point on the south line of said East Half of West half distant 550 feet west from the southeast corner of said East Half of West Half; thence on an assumed bearing of North 0 degrees 16 minutes 00 seconds East and parallel with the east line of said East Half of West Half 2283.31 feet; thence northerly along a tangential curve concave to the east having a radius of 2864.79 feet, an arc distance of 957.86 feet more or less to the southerly right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad and there terminating.

EXCEPT that part thereof described as follows:

Commencing at the southeast corner of said East half of West Half; thence South 89 degrees 17 minutes 07 seconds West, assumed bearing, along the south line of said East half of West Half a distance of 550.00 feet; thence North 0 degrees 41 minutes 09 seconds West, parallel with the east line of said East half of West half 2012.34 feet to the point of beginning of the tract to be herein described; thence continue North 0 degrees 41 minutes 09 seconds West, parallel with said east line 270.97 feet; thence northerly 49.03 feet along a tangential curve concave to the east, having a radius of 2864.79 feet and a central angle of 0 degrees 58 minutes 50 seconds; thence North 89 degrees 17 minutes 07 seconds East, not tangent to said curve and parallel with said south line, 289.58 feet; thence South 0 degrees 41 minutes 09 seconds East, parallel with said east line 320.00 feet to the intersection with a line drawn parallel with the south line of said East half of West Half from the point of beginning; thence South 89 degrees 17 minutes 07 seconds West, along said last described parallel line 290 feet to the point of beginning, Washington County, Minnesota,

And

EXCEPT that part of said East Half of the West Half which lies northerly of the North line of the Southwest Quarter of said Section 21.

And

Lot 2, Block 1, LAKE FLORA, according to said plat on file and of record in the office of the County Recorder, in and for, Washington County, Minnesota.



And

Outlot A, said LAKE FLORA.

That the City of Cottage Grove, a Minnesota municipal corporation, fee owners of the following described property: Commencing at the southeast corner of said East half of West Half; thence South 89 degrees 17 minutes 07 seconds West, assumed bearing, along the south line of said East half of West Half a distance of 550.00 feet; thence North 0 degrees 41 minutes 09 seconds West, parallel with the east line of said East half of West half 2012.34 feet to the point of beginning of the tract to be herein described; thence continue North 0 degrees 41 minutes 09 seconds West, parallel with said east line 270.97 feet; thence northerly 49.03 feet along a tangential curve concave to the east, having a radius of 2864.79 feet and a central angle of 0 degrees 58 minutes 50 seconds; thence North 89 degrees 17 minutes 07 seconds East, not tangent to said curve and parallel with said south line, 289.58 feet; thence South 0 degrees 41 minutes 09 seconds East, parallel with said east line 320.00 feet to the intersection with a line drawn parallel with the south line of said East half of West half from the point of beginning; thence South 89 degrees 17 minutes 07 seconds West, along said last described parallel line 290 feet to the point of beginning, Washington County, Minnesota.

WHEREAS, public hearing notices were mailed to surrounding property owners within 500 feet of the proposed development site and a public hearing notice was published in the St. Paul Pioneer Press; and

WHEREAS, the Planning Commission held the public hearing on this application on February 27, 2023; and

WHEREAS, the public hearing was open for public testimony and no one spoke for or against the application; and

WHEREAS, the Planning Commission unanimously (6-to-0 vote) recommended approval of the preliminary plat to be called Lake Flora Second Addition, subject to certain conditions.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Cottage Grove, Washington County, Minnesota, hereby approves the preliminary plat application for a subdivision to be called Lake Flora Second Addition, which creates five lots and five outlots on property located east of Jamaica Avenue South and south of Highway 61, legally described above. The approval of the preliminary plat is subject to the following conditions:

1. The final plat must be recorded with the Washington County Recorder's Office before any building permit can be issued.
2. The final plat shall include easements of all public and private utility lines serving all planned development of the parent parcel.

Passed this 6th day of September 2023.

---

Myron Bailey, Mayor

Attest:

---

Tamara Anderson, City Clerk

CITY OF COTTAGE GROVE, MINNESOTA  
CITY COUNCIL  
RESOLUTION 2023-113

**A RESOLUTION APPROVING THE TERMINATION OF PURCHASE AGREEMENT  
WITH GLENDENNING FARMS, L.P., JOAN GLENDENNING KENNEDY FAMILY  
LIMITED PARTNERSHIP AND WAG FARMS, INC. AND  
APPROVING NEW PURCHASE AGREEMENT WITH GLENDENNING FARMS, L.P.,  
JOAN GLENDENNING KENNEDY FAMILY LIMITED PARTNERSHIP AND WAG  
FARMS, INC.**

**WHEREAS**, Glendenning Farms, L.P., a Minnesota limited partnership, Joan Glendenning Kennedy Family Limited Partnership, a Minnesota limited partnership, and WAG Farms, Inc., a Minnesota corporation (“WAG”) and the Cottage Grove Economic Development Authority (“EDA”) entered into a Purchase Agreement dated February 15, 2023 (“Original Purchase Agreement”) for approximately 6.6 acres of unimproved real property, located in the City of Cottage Grove, Minnesota, depicted and legally described on the attached Exhibit A (the “Original Property”), attached hereto and incorporated herein by reference; and

**WHEREAS**, City desires to purchase additional property from WAG; and

**WHEREAS**, the parties mutually desire to terminate the Original Purchase Agreement and enter into a “New Purchase Agreement” for approximately 12.07 acres of unimproved real property, located in the City of Cottage Grove, Minnesota, depicted and legally described on Exhibit B (the “New Property”), attached hereto and incorporated herein by reference; and

**WHEREAS**, the Purchase Agreement describes and articulates the purchase of the New Property from WAG and WAG agrees to accept the terms of the sale.

**NOW, THEREFORE BE IT RESOLVED**, the City Council of the City of Cottage Grove, Washington County, Minnesota, hereby does the following:

1. Approves the Termination of Purchase Agreement by and between WAG and City for the Original Property; and the appropriate officials are authorized to take such action so as to effectuate such termination.
2. Approves the purchase of the New Property from WAG; and the appropriate officials are authorized to take such action so as to effectuate such purchase.
3. Approves the New Purchase Agreement, subject to minor modification as approved by the City Attorney, and the appropriate officials are authorized to take such action as to effectuate its execution and implementation.

Passed this 6<sup>th</sup> day of September, 2023.

---

Myron Bailey, Mayor

Attest:

---

Tamara Anderson, City Clerk

## EXHIBIT A DEPICTION AND LEGAL DESCRIPTION OF ORIGINAL PROPERTY



Real property located in Washington County, Minnesota, to be platted and legally described as follows:

Outlot F, Lake Flora Second Addition

Part of PID: 21.027.21.42.0009

*Abstract Property*

[Commitment legal description to govern]



**TERMINATION OF PURCHASE AGREEMENT**  
**BY AND BETWEEN GLENDENNING FARMS, L.P., JOAN GLENDENNING**  
**KENNEDY FAMILY LIMITED PARTNERSHIP AND WAG FARMS, INC.**  
**AND THE CITY OF COTTAGE GROVE**

**THIS TERMINATION OF PURCHASE AGREEMENT BY AND BETWEEN GLENDENNING FARMS, L.P., JOAN GLENDENNING KENNEDY FAMILY LIMITED PARTNERSHIP AND WAG FARMS, INC. AND THE CITY OF COTTAGE GROVE** (this “Termination”) is entered into and made this \_\_\_\_ day of \_\_\_\_\_, 2023 (“Effective Date”), by and between the Glendenning Farms, L.P., a Minnesota limited partnership, Joan Glendenning Kennedy Family Limited Partnership, a Minnesota limited partnership, and WAG Farms, Inc., a Minnesota corporation (individually and collectively “Seller”), and the City of Cottage Grove, a Minnesota municipal corporation (“City”).

**WHEREAS**, the Seller and City entered into a Purchase Agreement dated February 15, 2023 (“Agreement”) for approximately 6.6 acres of unimproved real property, located in the City of Cottage Grove, Minnesota, depicted and legally described on the attached Exhibit A (the “Property”), attached hereto and incorporated herein by reference; and

**WHEREAS**, City desires to purchase additional property from Seller; and

**WHEREAS**, the parties mutually desire to terminate the Agreement and enter into a new Purchase Agreement.

**NOW, THEREFORE**, in consideration of the above recitals and One Dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby declare that:

1. The Agreement is hereby terminated in its entirety effective as of the Effective Date of this Termination.
2. The parties shall enter into a new Purchase Agreement by separate instrument.
3. Governing Law. This Termination shall be construed in accordance with the laws of the State of Minnesota.

4. Severability. The invalidity of any covenant, restriction, condition, limitation, provision, paragraph or clause of this Termination, or any part of the same, or the inapplicability thereof to any person or circumstance, shall not impair or affect in any manner the validity, enforceability, or effect of the rest of this Termination, or the inapplicability of any such covenant, restriction, condition, limitation, provision, paragraph or clause to any other person or circumstance.
5. Binding Effect. This Termination shall run with the Property and is binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.
6. Counterparts. This Termination 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.

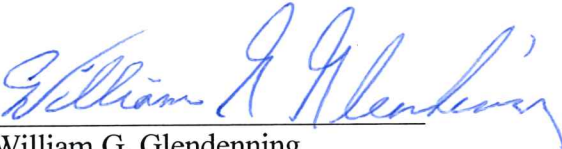
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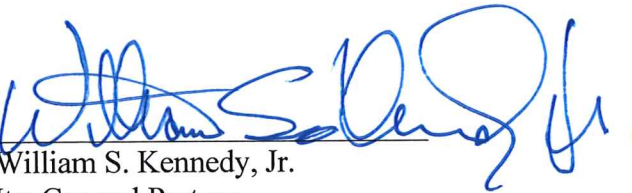
**IN TESTIMONY WHEREOF**, the parties have caused this Termination to be executed as of the day and year first above written.

**SELLER:**

**GLENDENNING FARMS, L.P.**

By:   
William G. Glendenning  
Its: General Partner

**JOAN GLENDENNING KENNEDY FAMILY LIMITED PARTNERSHIP**

By:   
William S. Kennedy, Jr.  
Its: General Partner

**WAG FARMS, INC.**

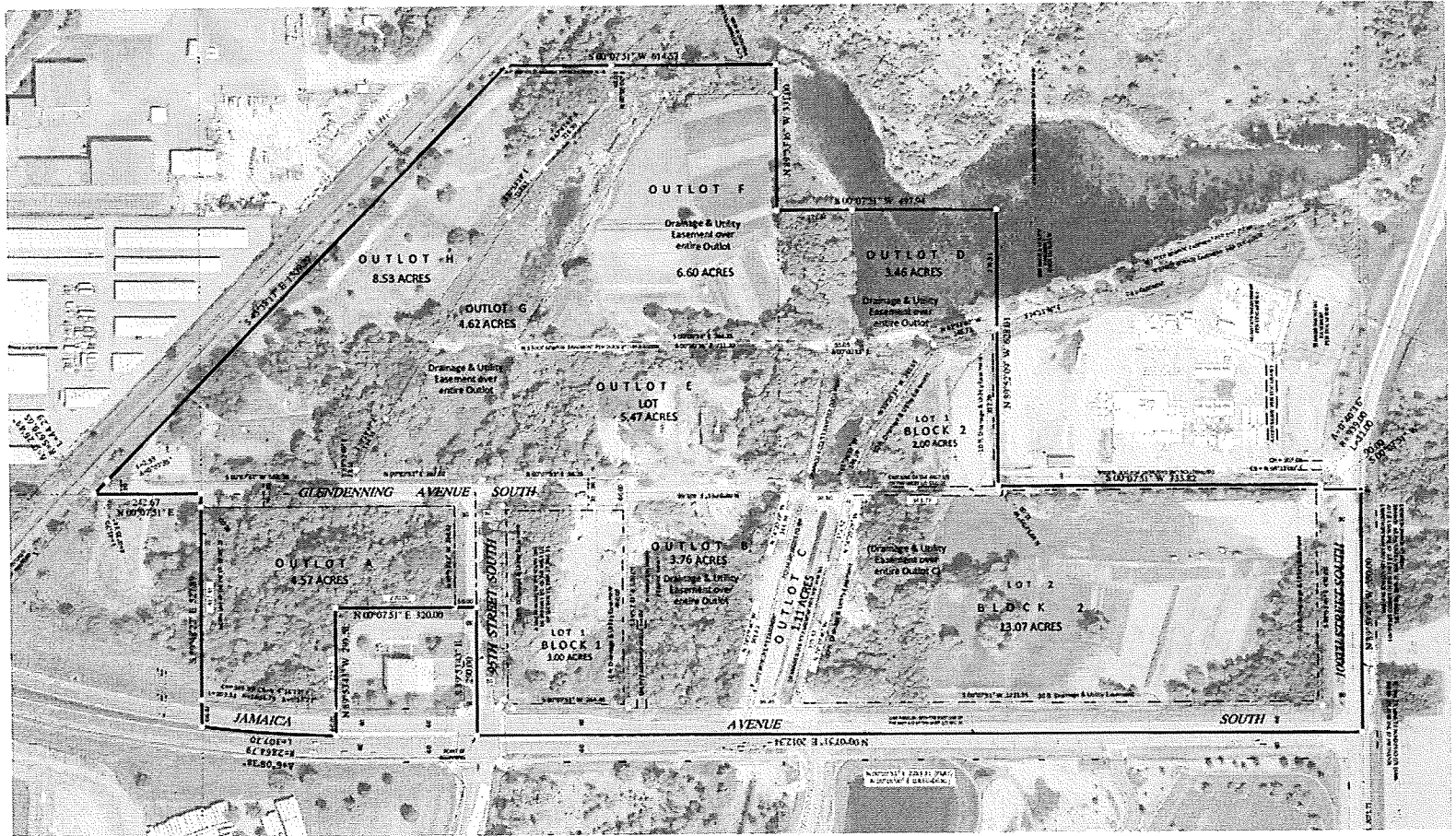
By:   
William G. Glendenning  
Its: President

**CITY  
CITY OF COTTAGE GROVE**

By: \_\_\_\_\_  
Myron Bailey  
Mayor

By: \_\_\_\_\_  
Tamara Anderson  
City Clerk

**EXHIBIT A  
LEGAL DESCRIPTION OF PROPERTY**



Real property located in Washington County, Minnesota, to be platted and legally described as follows:

Outlot F, Lake Flora Second Addition

Part of PID: 21.027.21.42.0009

*Abstract Property*

[Commitment legal description to govern]

## **PURCHASE AGREEMENT**

**THIS PURCHASE AGREEMENT** (“Agreement”) is made and entered into as of \_\_\_\_\_, 2023 (“Effective Date”), by and between Glendenning Farms, L.P., a Minnesota limited partnership, Joan Glendenning Kennedy Family Limited Partnership, a Minnesota limited partnership, and WAG Farms, Inc., a Minnesota corporation (individually and collectively “Seller”), and the City of Cottage Grove, a Minnesota municipal corporation (“City”).

### **RECITALS**

- A. Seller is the fee owner of approximately 12.07 acres of unimproved real property, located in the City of Cottage Grove, Minnesota, depicted and legally described on Exhibit A (the “Property”), attached hereto and incorporated herein by reference.
- B. City desires to purchase the Property from Seller, and Seller desires to sell the same to City, all on the terms and conditions of this Agreement.

**NOW, THEREFORE**, Seller and City agree as follows:

1. **Sale.**

1.1. **Sale.** Subject to the terms and provisions of this Agreement, Seller shall sell to City, and City shall purchase from Seller, the Property.

1.2. **Purchase Price.** The purchase price to be paid by the City to WAG for the Property shall be Zero Dollars and 90/100 (\$0.90) multiplied by approximately 525,769.2 square feet, as determined by the Survey (the “Purchase Price”). There shall be no setoff to the Purchase Price for a loss of square footage of the Property caused by wetland dedication, easement or roadway dedication or the like which may cause a portion of the Property to become unusable for the Proposed Use as herein defined. The Purchase Price of Four Hundred Seventy-Three Thousand, One Hundred Ninety-Two and 28/100 Dollars (\$473,192.28) shall be paid on the Closing Date (as defined in Section 6), subject to those adjustments, prorations and credits described in this Agreement, in certified funds or by wire transfer pursuant to instructions from WAG or Title. The Closing will occur at DCA Title, 750 Main Street, Suite 208, Mendota Heights, MN 55118 (“Title”), unless otherwise agreed to by the parties.

2. **Available Surveys, Tests, and Reports.** Within five (5) days of the Effective Date, Seller shall cause to be delivered to City to the extent same are in the possession and control of Seller: (a) copies of any surveys, soil tests and environmental reports previously conducted on the Property; (b) copies of leases associated with the Property, (c) copies of existing title work for the Property (the “Due Diligence Materials”). Seller makes no representations or warranties regarding the accuracy or completeness of the Due Diligence Materials. City acknowledges that the sale of the Property is “AS-IS”, “WHERE IS,” and “WITH ALL

FAULTS”, and that it is the obligation of City to conduct and complete its due diligence and investigations relating to the Property.

3. **City’s Investigations.** For a period up to the Contingency Date, Seller shall allow City and City’s agents access to the Property without charge and at all times for the purpose of City’s investigation and testing of the Property, including surveying and testing of soil and groundwater (“City’s Investigations”); provided, however, City shall not perform any invasive testing unless (a) Seller gives its prior approval of City’s consultant that will perform the testing, which approval shall not be unreasonably withheld, conditioned or delayed, and (b) City gives Seller reasonable prior notice of such testing. City shall pay all costs and expenses of the City’s Investigations and shall indemnify and hold Seller and the Property harmless from all costs and liabilities, including but not limited to mechanics’ liens, relating to activities on the Property related to City’s Investigations, however, City shall not be responsible for liens, liability, loss, expense or costs arising out of the discovery or presence of Hazardous Substances (as such term is defined in Section 9.1.8) on the Property or otherwise arising out of Seller’s noncompliance with any Environmental Law (as such term is defined in Section 9.1.8) or other law or regulation. Seller shall have the right to accompany City during any of City’s Investigations of the Property. If requested by Seller, City shall provide to Seller copies of all third-party, non-confidential written test results and reports conducted as part of City’s Investigations. City shall pay all of the costs and expenses associated with City’s Investigations, to cause to be released any lien on the Property arising as a result of City’s Investigations and to repair and restore, at City’s expense, any damage to the Property caused by City’s Investigations. The indemnification obligations set forth herein shall survive termination or cancellation of this Agreement.
4. **Insurance; Risk of Loss.** Seller assumes all risk of destruction, loss, or damage to the Property prior to the Closing Date. If, prior to the Closing Date, all or any portion of the Property or access thereto is condemned, taken by eminent domain, or damaged by cause of any nature, or the Property is rendered untenable, Seller shall immediately give City notice of such condemnation, taking, or damage. After receipt of notice of such condemnation, taking or damage (from Seller or otherwise), City shall have the option (to be exercised within thirty (30) days after Seller’s written notice) either (a) to require Seller to (i) convey the Property at Closing (as defined in Section 6) to City in its damaged condition, upon and subject to all of the other terms and conditions of this Agreement without reduction of the Purchase Price, (ii) assign to City at Closing all of Seller’s right, title and interest in and to any claims Seller may have to insurance proceeds, condemnation awards and/or any causes of action with respect to such condemnation or taking of or damage to the Property or access thereto, and (iii) pay to City at Closing by certified or official bank check all payments made prior to the Closing Date under such insurance policies or by such condemning authorities, or (b) to terminate this Agreement by giving notice of such termination to Seller, whereupon this Agreement shall be terminated, any amount previously paid by City to Seller shall be refunded to City and thereafter neither party shall have any further obligations or liabilities to the other. If the right to terminate this Agreement is not exercised within such thirty (30) day period, such right shall be deemed to have been waived. Seller shall not designate counsel, appear in, or otherwise act with respect to the condemnation proceedings without City’s prior written consent,

which consent shall not be unreasonably withheld.

5. **Contingencies.**

5.1. **City's Contingencies.**

5.1.1. Unless waived by City in writing, City's obligation to proceed to Closing shall be subject to (a) performance by Seller of its obligations hereunder, (b) the continued accuracy of Seller's representations and warranties provided in Section 9.1, and (c) City's satisfaction, in City's sole discretion, as to the contingencies described in this Section 5.1:

5.1.1.1. On or before the Contingency Date, City shall have determined, in its sole discretion, that it is satisfied with (a) the results of and matters disclosed by City's Investigations, physical inspection, surveys, soil tests, engineering inspections, hazardous substance and environmental reviews of the Property, and all other inspections and due diligence regarding the Property, including any association rules or regulations applicable to any of the Property or any Due Diligence Materials. If City has not terminated this Agreement on or before the Contingency Date, the contingency set forth in this paragraph shall be deemed waived.

5.1.1.2. On or before the Contingency Date, City shall have received from Title an irrevocable commitment to issue a title insurance policy for the Property in a form and substance satisfactory to City in City's sole discretion, not disclosing any encumbrance not acceptable to City in City's sole discretion. If City has not terminated this Agreement on or before the Contingency Date, the contingency set forth in this paragraph shall be deemed waived.

5.1.1.3. On or before the Contingency Date, City may obtain, at its own expense, a Survey for the Property certified to City and Title.

5.1.1.4. On or before the Closing Date, Seller shall have obtained releases of the Property from any and all mortgages or other monetary liens affecting any of the Property.

5.1.1.5. On or before the Closing Date, Seller shall have obtained all valid, necessary and sufficient waivers, assignments, subordinations, non-disturbance, attornments, approvals, authorizations, estoppel certificates and consents of each and every party whose waiver, subordination, non-disturbance, attornment, approval, authorization, estoppel certificate or consent shall be required to transfer the Property and consummate the transactions contemplated by this Agreement.

- 5.1.1.6. On or before the Closing Date, Seller shall execute an assignment and assumption of surviving contracts, permits and licenses, warranties, and intangible property conveying to City with warranties the surviving contracts, permits and licenses, warranties and intangible property, free and clear of all encumbrances, together with the consent of all parties having the right to consent to such assignment, if necessary.
- 5.1.1.7. On or before the Closing Date, Seller shall execute a Bring-Down Certificate certifying that all of the warranties and representations made by Seller in this Agreement remain true as of the date of closing.
- 5.1.1.8. On or before the Closing Date, the termination or elimination of any and all option to purchase rights, Rights of First Refusal, or Rights of First Offer related to the Property to the satisfaction of the City.
- 5.1.1.9. On or before the Closing Date, Seller has executed an access easement to the City for access to the Property.
- 5.1.1.10. On or before Closing Date, WAG will execute a Temporary Easement to the City for access from the Property to Lot 1, Block 2 and Lot 2 Block 2, Lake Flora Second Addition.
- 5.1.1.11. On or before Closing Date, City, at the expense of the City, shall have received final approval to record a plat creating the Property as a separate tax lot (the "Plat").

The foregoing contingencies are for City's sole and exclusive benefit and one (1) or more may be waived in writing by City in its sole discretion, or by the passage of time as set forth hereinabove. Seller shall reasonably cooperate with City's efforts to satisfy such contingencies, at no out of pocket cost to Seller or assumption of any obligation or liability by City. City shall bear all cost and expense of satisfying City's contingencies. If any of the foregoing contingencies have not been satisfied on or before the applicable date, then this Agreement may be terminated, at City's option, by written notice from City to Seller. If City terminates this Agreement as a result of a failure of a City contingency prior to the applicable date, neither Seller nor the City shall be liable to the other for any further obligations under this Agreement (except for such obligations as survive termination of this Agreement). Such written notice must be given on or before the applicable date set forth herein above for such contingency, or City's right to terminate this Agreement pursuant to such contingency shall be waived. Upon termination, neither party shall have any further rights or obligations against the other regarding this Agreement or the Property, except for such obligations that survive termination of this

Agreement.

5.1.2. If City elects not to exercise any of the contingencies set out herein, such election may not be construed as limiting any representations or obligations of Seller set out in this Agreement. Further, City shall not be deemed to have waived any of the foregoing contingencies on account of its execution of this Agreement.

5.1.3. As used in this Agreement, the “Contingency Date” shall mean the Closing Date.

5.2. **Seller’s Contingencies.** Seller’s obligation to proceed to Closing shall be subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions:

5.2.1. City shall have performed and satisfied all agreements, covenants and conditions required pursuant to this Agreement to be performed and satisfied by or prior to the Closing Date.

5.2.2. All representations and warranties of City contained in this Agreement shall be accurate as of the Closing Date.

5.2.3. There shall be no uncured default by City of any of its obligations under this Agreement as of the Closing Date, not otherwise waived by Seller.

If any contingency contained in this Section 5.2 has not been satisfied on or before the date described herein, and if no date is specified, then the Closing Date, then this Agreement may be terminated by written notice from Seller to City. If termination occurs all documents deposited by City shall be immediately returned to City, and all documents deposited by Seller shall be immediately returned to Seller and neither party will have any further rights or obligations with respect to this Agreement or the Property, except for such obligations that survive termination of this Agreement. All the contingencies in this Section 5.2 are specifically for the benefit of Seller, and Seller shall have the right to waive any contingency in this Section 5.2 by written notice to City.

6. **Closing.** The Closing of the purchase and sale contemplated by this Agreement (“Closing”) shall occur on or before April 1, 2024 (“Closing Date”). Seller agrees to deliver legal and actual possession of the Property to City on the Closing Date.

6.1. **Seller’s Closing Documents and Deliveries.** On the Closing Date, Seller shall execute and/or deliver, as applicable, to City the following:

6.1.1. **Deed.** A warranty deed, with state deed tax paid, conveying title to the Property to City, free and clear of all encumbrances, except the Permitted Encumbrances (the “Deed”).



- 6.1.2. **Assignment and Assumption of Contracts, Permits and Licenses.** Seller shall execute an assignment and assumption of surviving contracts, permits and licenses, warranties, and intangible property conveying to City with warranties the surviving contracts, permits and licenses, warranties and intangible property, free and clear of all encumbrances, together with the consent of all parties having the right to consent to such assignment, if necessary.
- 6.1.3. **FIRPTA Affidavit.** An affidavit of Seller certifying that Seller is not a “foreign person”, “foreign partnership”, foreign trust”, “foreign estate” or “disregarded entity” as those terms are defined in Section 1445 of the Internal Revenue Code of 1986, as amended.
- 6.1.4. **Seller’s Affidavit.** A standard owner’s affidavit (ALTA form) from Seller which may be reasonably required by Title to issue an owner’s policy of title insurance with respect to the Property with the so-called “standard exceptions” deleted.
- 6.1.5. **Bring-Down Certificate.** A certificate dated as of the Closing Date, signed by an authorized officer of Seller, certifying that the representations and warranties of Seller contained in this Agreement are true as of the Closing Date (“Bring-Down Certificate”).
- 6.1.6. **Settlement Statement.** A settlement statement with respect to this transaction.
- 6.1.7. **General Deliveries.** All other documents reasonably determined by Title to be necessary to transfer the Property to City and to evidence that Seller (a) has satisfied all indebtedness with respect thereto, (b) has obtained such termination statements or releases from such secured creditors as may be necessary to ensure that the Property is subject to no liens or encumbrances, (c) has obtained all consents from third parties necessary to effect the terms of this Agreement, including, without limitation, the consents of all parties holding an interest in the Property, (d) has provided such other documents as are reasonably determined by Title to be necessary to issue policies of title insurance to City with respect to the Property with the so-called “standard exceptions” deleted, and (e) has duly authorized the transactions contemplated hereby.
- 6.2. **City Closing Documents and Deliveries.** On the Closing Date, City shall execute and/or deliver, as applicable, to Seller the following:
- 6.2.1. **Payment of Purchase Price.** The Purchase Price, in accordance with the terms of Section 1.2.
- 6.2.2. **FIRPTA Affidavit.** An affidavit of City certifying that City is not a

“foreign person”, “foreign partnership”, foreign trust”, “foreign estate” nor a “disregarded entity” as those terms are defined in Section 1445 of the Internal Revenue Code of 1986, as amended.

- 6.2.3. **City’s Affidavit.** A standard owner’s affidavit (ALTA form) from City which may be reasonably required by Title to issue an owner’s policy of title insurance with respect to the Property with the so-called “standard exceptions” deleted.
- 6.2.4. **Bring-Down Certificate.** A certificate dated as of the Closing Date, signed by an authorized officer of City, certifying that the representations and warranties of City contained in this Agreement are true as of the Closing Date.
- 6.2.5. **Settlement Statement.** A settlement statement with respect to this transaction.
- 6.2.6. **General Deliveries.** All other documents reasonably determined by Title to be necessary to evidence that City has duly authorized the transactions contemplated hereby and evidence the authority of City to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by City pursuant to this Agreement, or may be required of City under applicable law, including any purchaser’s affidavits or revenue or tax certificates or statements.

7. **Prorations.** Seller and City agree to the following prorations and allocation of costs regarding this Agreement:

- 7.1. **Title Evidence, Survey and Closing Fee.** Seller will pay all costs of the Commitment with respect to the Property. City will pay all costs of the Survey, if any, and all premiums for any title insurance policy it desires with respect to the Property. City and Seller shall each pay one half (1/2) of any reasonable closing fee or charge imposed by Title.
- 7.2. **Transfer Taxes.** Seller shall pay all state deed tax and conservation fee regarding the Deed.
- 7.3. **Recording Costs.** Seller will pay the cost of recording all documents necessary to place record title to the Property in Seller including, but not limited to, costs of recording any documents necessary to cure any Objections, as hereinafter defined. Seller will pay all costs to prepare the Deed. City will pay all recording costs with respect to the recording of the Deed and Plat.
- 7.4. **Real Estate Taxes and Special Assessments.** General real estate taxes applicable to any of the Property due and payable in the year of Closing shall be prorated between Seller and City on a daily basis as of 12:00 a.m. CT on the Closing Date

based upon a calendar fiscal year, with Seller paying those allocable to the period prior to the Closing Date and City being responsible for those allocable to the Closing Date and subsequent thereto. Except as set forth herein with regard to special assessments associated with City's development of the Property, Seller shall pay in full all special assessments (and charges in the nature of or in lieu of such assessments) levied, pending, postponed or deferred with respect to any of the Property as of the Closing Date. City shall be responsible for any special assessments that are levied or become pending against the Property after the Closing Date. Notwithstanding anything to the contrary set forth herein, in the event that there are special assessments levied against the Property after the Effective Date, which special assessment relate to City's development of the Property, such special assessments shall be assumed by City at Closing.

7.5. **Attorneys' Fees.** Seller and City shall each pay its own attorneys' fees incurred in connection with this transaction.

7.6. **Survival.** The obligations set forth in this Section 7 survive the Closing.

8. **Title Examination.** Within a reasonable time following the Effective Date, City shall obtain the following: (i) a commitment for an owner's title insurance policy (ALTA Form 2006) issued by Title for the Property, and copies of all encumbrances described in the commitment ("Commitment"); and, if it desires, (ii) an ALTA-certified survey bearing the legal description of the Property, and showing the area, dimensions and location of the Property ("Survey") (the Survey together with the Commitment shall be known as the "Title Evidence").

8.1. **City's Objections.** Within twenty (20) calendar days after City's receipt of the last of the Title Evidence, City may make written objections ("Objections") to the form or content of the Title Evidence. The Objections may include without limitation, any easements, restrictions or other matters which may interfere with City's intended use of the Property or matters which may be revealed by the Survey. Any matters reflected on the Commitment which are not objected to by City within such time period shall be deemed to be permitted encumbrances ("Permitted Encumbrances"). City shall have the renewed right to object to the Commitment as the same may be revised or endorsed from time to time.

8.2. **Seller's Cure.** Seller shall be allowed twenty (20) calendar days after the receipt of City's Objections to cure the same but shall have no obligation to do so. If such cure is not completed within said period, or if Seller elects not to cure such Objections, City shall have the option to do any of the following:

8.2.1. Terminate this Agreement with respect to all of the Property.

8.2.2. Waive one (1) or more of its Objections and proceed to Closing.

If City so terminates this Agreement, neither Seller nor City shall be liable to the other for

any further obligations under this Agreement and any amount previously paid by City to Seller shall be refunded to City.

9. **Warranties and Representations.**

9.1. **By Seller.** Seller warrants and represents the following to City, and acknowledges that City has relied on such representations and warranties in agreeing to enter into this Agreement:

- 9.1.1. Glendenning Farms, L.P. is a limited partnership, Joan Glendenning Kennedy Family Limited Partnership is a limited partnership and WAG Farms, Inc. is a corporation, and all are duly organized and in good standing under the laws of the state of Minnesota and is not in violation of any provisions of its company documents or its operating agreement.
- 9.1.2. This Agreement has been duly executed and delivered and constitutes the legal, valid and binding obligation of Seller enforceable in accordance with its terms. Seller has the requisite power and authority to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Seller pursuant hereto. This Agreement and the documents and instruments required to be executed and delivered by Seller pursuant hereto have each been duly authorized by Seller and such execution, delivery and performance does and will not conflict with or result in a violation of any judgment or order.
- 9.1.3. The execution, delivery and performance by Seller of this Agreement will not (a) violate any provision of any law, statute, rule or regulation or any order, writ, judgment, injunction, decree, determination or award of any court, governmental agency or arbitrator presently in effect having applicability to Seller, or (b) result in a breach of or constitute a default under any indenture, loan or credit agreement or any other agreement, lease or instrument to which Seller is a party or by which it or any of its properties may be bound.
- 9.1.4. To Seller's knowledge, except as contemplated herein, no order, consent, approval, license, authorization or validation of, or filing, recording or registration with, or exemption by, any governmental or public body or authority, or any other entity, is required on the part of Seller to authorize, or is required in connection with, the execution, delivery and performance of, or the legality, validity, binding effect or enforceability of, this Agreement.
- 9.1.5. To Seller's knowledge, there are no actions, suits or proceedings pending or threatened against or affecting Seller or the Property, before any court or arbitrator, or any governmental department, board, agency or other instrumentality which in any of the foregoing (a) challenges the legality,

validity or enforceability of this Agreement, or (b) if determined adversely to Seller, would have a material adverse effect on the ability of Seller to perform its obligations under this Agreement.

- 9.1.6. To Seller's knowledge, there are no wells or sewage treatment systems located on any portion of the Property. To Seller's knowledge, there has been no methamphetamine production on or about any portion of the Property. To Seller's knowledge, the sewage generated by the Property, if any, goes to a facility permitted by the Minnesota Pollution Control Agency and there is no "individual sewage treatment system" (as defined in Minnesota Statutes § 115.55, Subd. 1(g)) located on the Property.
- 9.1.7. Seller is not a "foreign person," "foreign corporation," "foreign trust," "foreign estate" or "disregarded entity" as those terms are defined in Section 1445 of the Internal Revenue Code.
- 9.1.8. To Seller's knowledge, except as may be disclosed as part of the Due Diligence Materials, (i) no condition exists on the Property that may support a claim or cause of action under any Environmental Law (as defined below) and there are no Hazardous Substances (as defined below) on the Property, (ii) there has been no release, spill, leak or other contamination or otherwise onto the Property, and (iii) there are no restrictions, clean ups or remediation plans regarding the Property. To Seller's knowledge, except as may be disclosed as part of the Due Diligence Materials, there is no buried waste or debris on any portion of the Property. "Environmental Law" shall mean (a) the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. § 9601-9657, as amended, or any similar state law or local ordinance, (b) the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, et seq., (c) the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., (d) the Clean Air Act, 42 U.S.C. § 7401, et seq., (e) the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., (f) the Safe Drinking Water Act, 42 U.S.C. § 300(f) et seq., (g) any law or regulation governing aboveground or underground storage tanks, (h) any other federal, state, county, municipal, local or other statute, law, ordinance or regulation, including, without limitation, the Minnesota Environmental Response and Liability Act, Minn. Stat. § 115B.01, et seq., (i) all rules or regulations promulgated under any of the foregoing, and (j) any amendments of the foregoing. "Hazardous Substances" shall mean polychlorinated biphenyls, petroleum, including crude oil or any fraction thereof, petroleum products, heating oil, natural gas, natural gas liquids, liquefied natural gas or synthetic gas usable for fuel, and shall include, without limitation, substances defined as "hazardous substances," "toxic substances," "hazardous waste," "pollutants or contaminants" or similar substances under any Environmental Law.

- 9.1.9. There are no unrecorded contracts of any nature or type relating to, affecting or serving the Property, to which the Seller is a party.
- 9.1.10. There will be no indebtedness attributable to the Property which will remain unpaid after the Closing Date.

The representations, warranties and other provisions of this Section 9.1 shall survive Closing for a period of one (1) year from the Closing Date; provided, however that Seller shall have no liability with respect to a breach of the representations and warranties set forth in this Agreement if City has actual knowledge of Seller's breach thereof prior to Closing and City consummates the acquisition of the Property as provided herein.

City acknowledges and agrees that, except as expressly specified in this Section 9 of this Agreement, Seller has not made, and Seller hereby specifically disclaims, any representation, warranty or covenant of any kind, oral or written, expressed or implied, or rising by operation of law, with respect to the Property, including but not limited to, any warranties or representations as to the habitability, merchantability, fitness for a particular purpose, title, zoning, tax consequences, physical or environmental condition, utilities, valuation, governmental approvals, the compliance of the Property with governmental laws, the truth, accuracy or completeness of any information provided by or on behalf of Seller to City, or any other matter or item regarding the Property. City agrees to accept the Property and acknowledges that the sale of the Property as provided for herein is made by Seller on an "AS IS," "WHERE IS," and "WITH ALL FAULTS" basis. The limitations set forth in this paragraph shall survive the Closing and shall not merge in the deed.

- 9.2. **By City.** City warrants and represents the following to Seller, and acknowledges that Seller has relied on such representations and warranties in agreeing to enter into this Agreement:

- 9.2.1. City has all requisite authority to enter into this Agreement and to perform all of its obligations under this Agreement.
- 9.2.1. The execution, delivery and performance by City of this Agreement will not (a) violate any provision of any law, statute, rule or regulation or any order, writ, judgment, injunction, decree, determination or award of any court, governmental agency or arbitrator presently in effect having applicability to City, (b) violate or contravene any provision of the articles of incorporation or bylaws of City, or (c) result in a breach of or constitute a default under any indenture, loan or credit agreement or any other agreement, lease or instrument to which City is a party or by which it or any of its properties may be bound.

The representations, warranties and other provisions of this Section 9.2 shall survive Closing; provided, however, City shall have no liability with respect to any

breach of a particular representation or warranty if Seller shall fail to notify City in writing of such breach within one (1) year after the Closing Date.

10. **Additional Obligations of Seller.**

- 10.1. **Licenses and Permits.** Seller shall transfer to City all transferable rights, if any, in any permits or licenses held by Seller with respect to the Property.
- 10.2. **Condition of Property at Closing.** On the Closing Date, Seller shall deliver to City exclusive vacant possession of the Property, as-is and where is, and shall have no obligation to remove or cause to be removed any personal Property, building material, or any other items incidentally located upon, at, or within the Property.
- 10.3. **Further Assurances.** From and after the Closing Date, Seller agrees to execute, acknowledge and deliver to City such other documents or instruments of transfer or conveyance as may be reasonably required to carry out its obligations pursuant to this Agreement.
- 10.4. **Non-Assumption of Contracts or Other Obligations.** The parties understand and agree that City is only acquiring certain of Seller's real Property assets and that this Agreement and any related agreements shall not be construed to be in any manner whatsoever an assumption by City of any agreements, indebtedness, obligations or liabilities of Seller which are owing with respect to the operation of the Property prior to the Closing Date.
- 10.5. **Mortgages.** On or before the Closing Date, Seller shall satisfy all mortgage and/or lien indebtedness with respect to all or any portion of the Property and shall obtain recordable releases of the Property from any and all such mortgages or other liens affecting all or any portion of the Property. Notwithstanding the foregoing, Seller shall not be obligated to satisfy any liens that result from the City's Investigations.
- 10.5 **Marketing.** At all times prior to the Closing Date, Seller shall not negotiate in any manner for the sale or transfer of the Property with any third party.

11. **Broker.** It is acknowledged that there is not a broker for either party.

12. **Notice.** Any notice to be given by one party hereto shall be personally delivered (including messenger delivery) or be sent by registered or certified mail, or by a nationally recognized overnight courier which issues a receipt, in each case postage prepaid, to the other party at the addresses in this Section (or to such other address as may be designated by notice given pursuant to this Section), and shall be deemed given upon personal delivery, three (3) days after the date postmarked or one (1) business day after delivery to such overnight courier.

If to City: City of Cottage Grove  
Attn: Jennifer Levitt, City Administrator  
12800 Ravine Parkway South  
Cottage Grove, MN 55016

with a copy to: Korine L. Land  
LeVander, Gillen & Miller, P.A.  
1305 Corporate Center Drive, Suite 300  
Eagan, MN 55121

If to Seller: Glendenning Farms, L.P. and  
WAG Farms, Inc.  
1941 Ford Parkway #304  
St. Paul, MN 55116  
Attn: Gordon Glendenning

Joan Glendenning Kennedy Family Limited Partnership  
7437 Queensland Lane North  
Maple Grove, MN. 55311  
Attn: William S. Kennedy, Jr.

13. **Default; Remedies.** If either Seller or City fails to perform any of their respective obligations under this Agreement in accordance with its terms, and such failing party does not cure such failure within thirty (30) days after written notice thereof from the other party (provided that no notice or cure period shall be required for obligations to be performed at Closing), then the other party shall have the right to terminate this Agreement by giving the failing party written notice of such election. In the case of any default by City, Seller's sole and exclusive remedy shall be termination of this Agreement as provided above. City shall also have the right to specifically enforce this Agreement. In any action or proceeding to enforce this Agreement or any term hereof, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees.
14. **Cumulative Rights.** No right or remedy conferred or reserved to Seller or City is intended to be exclusive of any other right or remedy herein or by law provided, but each shall be cumulative in and in addition to every other right or remedy existing at law, in equity or by statute, now or hereafter.
15. **Entire Agreement; Modification.** This written Agreement constitutes the complete agreement between the parties with respect to this transaction and supersedes any prior oral or written agreements between the parties regarding this transaction. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in a writing executed by the parties.
16. **Binding Effect; Survival.** This Agreement binds and benefits the parties and their respective successors and assigns. All representations and warranties, and indemnification obligations of the parties hereto shall survive the Closing.



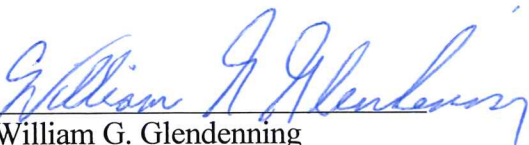
17. **City's Assignment.** Following the occurrence of the Contingency Date, City may assign this Agreement without the prior written consent of the Seller (but with written notice to Seller). No assignment shall relieve City from its obligations under this Agreement.
18. **Governing Law.** The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any legal action related to this Agreement shall be venued in Washington County District Court.
19. **Rules of Interpretation.** The words "herein" and "hereof" and words of similar import, without reference to any particular section or subdivision, refer to this Agreement as a whole rather than any particular section or subdivision hereof. References herein to any particular section or subdivision hereof are to the section or subdivision of this Agreement as originally executed.
20. **Titles of Sections.** Any titles of the sections, or any subsections, of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
21. **Counterparts; Facsimiles.** This Agreement may be executed in any number of counterparts, and all of the signatures to this Agreement taken together shall constitute one and the same agreement, and any of the parties hereto may execute such agreement by signing any such counterpart. Facsimile or "PDF" signatures on this Agreement shall be treated as originals.
22. **Represented by Counsel.** Each party confirms that it has had the opportunity to be represented and advised by counsel in this transaction.
23. **Time of the Essence.** Time is of the essence of this Agreement.

**[remainder of page intentionally left blank]**

IN AGREEMENT, the parties hereto have hereunto set their hands as of the date hereinbefore first written.

**SELLER:**

**GLENDENNING FARMS, L.P.**

By:   
William G. Glendenning  
Its: General Partner

**JOAN GLENDENNING KENNEDY FAMILY LIMITED PARTNERSHIP**

By:   
William S. Kennedy, Jr.  
Its: General Partner

**WAG FARMS, INC.**

By:   
William G. Glendenning  
Its: President

**CITY:**  
**CITY OF COTTAGE GROVE**

By: \_\_\_\_\_  
Myron Bailey  
Its: Mayor

By: \_\_\_\_\_  
Tamara Anderson  
Its: City Clerk

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

Real property located in Washington County, Minnesota, to be platted and legally described as follows:

Outlot C, Lake Flora Second Addition

*Abstract Property*

[Commitment legal description to govern]

**AGREEMENT BETWEEN THE CITY OF COTTAGE GROVE AND THE COTTAGE GROVE ECONOMIC DEVELOPMENT AUTHORITY FOR SALE OF FILL MATERIAL**

THIS AGREEMENT ("Agreement") is made and executed this \_\_\_\_ day of \_\_\_\_\_, 2023, ("Effective Date") by and between the City of Cottage Grove ("City") and the Cottage Grove Economic Development Authority ("EDA").

WHEREAS, EDA desires to purchase and City is willing to sell Fill Material from a lot currently identified as Outlot C on the proposed plat of Lake Flora Second Addition ("the Property"), 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. City has a purchase agreement to purchase the Property from the current owner and upon closing ("Closing"), agrees to sell fill material ("Fill Material") from the Property to the EDA for One Dollar and No/100s (\$1.00), the receipt of which is hereby acknowledged, which includes a right of entry to remove the Fill Material from the Property. City shall determine the locations on the Property from which the Fill Material shall be removed.
2. Following Closing, EDA agrees to purchase the Fill Material from the Property and have the Fill Material removed in a manner that complies with all federal, state, and local laws and ordinances applicable to such removal, including obtaining all permits from all applicable agencies and governmental entities. EDA shall not commence removal of Fill Material until after Closing.
3. EDA or anyone assigned the rights to remove the Fill Material shall indemnify City against legal liability for damages to the Property arising out of claims from the removal of the Fill Material by EDA's employees, subcontractors or assigns, including all liens.
4. EDA acknowledges and agrees that City has not made, and City hereby specifically disclaims any representation, warranty or covenant of any kind, oral or written, expressed or implied, or rising by operation of law, with respect to the Property, including but not limited to, any warranties or representations as to the merchantability, fitness for a particular purpose, physical or environmental condition regarding the Fill Material and the Property. EDA agrees to accept the Fill Material from Property as provided for herein is made by City on an "AS IS," "WHERE IS," and "WITH ALL FAULTS" basis.
5. During the performance of the removal of Fill Material under this Agreement, EDA or its assigns shall maintain appropriate insurance for its equipment and employees.
6. Following the Effective Date, EDA may, without consent of the City, allow portions of the Fill Material to be removed and used by third parties who shall be required to comply with

all terms and conditions of this Agreement, which shall be memorialized in writing by the EDA Executive Director.

7. This Agreement shall automatically terminate if EDA does not perform within five years of the Effective Date or after the Fill Material has been removed, whichever occurs first.

**CITY OF COTTAGE GROVE**

By: \_\_\_\_\_  
Myron A. Bailey, Mayor

By: \_\_\_\_\_  
Tamara Anderson, City Clerk

**COTTAGE GROVE ECONOMIC DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
Myron A. Bailey, President

By: \_\_\_\_\_  
Jennifer Levitt, Executive Director



## City Council Action Request

# 8.A.

**Meeting Date** 9/6/2023

**Department** Finance

**Agenda Category** Action Item

**Title** Approve payments for the period of 07/27/2023 through 08/30/2023 in the amount of \$3,953,916.74.

**Staff Recommendation** Approve payments for the period of 07/27/2023 through 08/30/2023 in the amount of \$3,953,916.74.

**Budget Implication** N/A

**Attachments**

|    |                                     |
|----|-------------------------------------|
| 1. | Council Check Register (1)          |
| 2. | COUNCIL CHECK REGISTER CK 08.24 (1) |



Cottage Grove

# Expense Approval Report

## By Vendor Name

Payment Dates 8/16/2023 - 8/30/2023

| Vendor Name                                                 | Payment Number | Payment Date | Payable Number | Description (Item)                               | Amount          |
|-------------------------------------------------------------|----------------|--------------|----------------|--------------------------------------------------|-----------------|
| <b>Vendor: VEN35794 - 4IMPRINT INC</b>                      |                |              |                |                                                  |                 |
| 4IMPRINT INC                                                | 220585         | 08/23/2023   | 25648496       | GIVEAWAY FOR ECONOMIC DEVELOPMENT BOOTH AT MNCAR | 3,198.12        |
| <b>Vendor VEN35794 - 4IMPRINT INC Total:</b>                |                |              |                |                                                  | <b>3,198.12</b> |
| <b>Vendor: VEN01003 - ABC RENTALS INC</b>                   |                |              |                |                                                  |                 |
| ABC RENTALS INC                                             | 16354          | 08/16/2023   | 292835         | COTTAGE GROVE FOOD TRUCK FESTIVAL TENTS & STAGE  | 6,496.50        |
| <b>Vendor VEN01003 - ABC RENTALS INC Total:</b>             |                |              |                |                                                  | <b>6,496.50</b> |
| <b>Vendor: VEN01033 - ABLE HOSE AND RUBBER, LLC</b>         |                |              |                |                                                  |                 |
| ABLE HOSE AND RUBBER, LLC                                   | 16390          | 08/24/2023   | 231643-001     | VINYL TUBING/BAUER CLAMPS-WATER                  | 235.36          |
| <b>Vendor VEN01033 - ABLE HOSE AND RUBBER, LLC Total:</b>   |                |              |                |                                                  | <b>235.36</b>   |
| <b>Vendor: VEN20033 - ACUSHNET COMPANY</b>                  |                |              |                |                                                  |                 |
| ACUSHNET COMPANY                                            | 220654         | 08/30/2023   | 915676625      | PROSHOP MERCHANDISE                              | 115.34          |
| ACUSHNET COMPANY                                            | 220503         | 08/16/2023   | 915989479      | PROSHOP MERCHANDISE                              | 2,031.96        |
| <b>Vendor VEN20033 - ACUSHNET COMPANY Total:</b>            |                |              |                |                                                  | <b>2,147.30</b> |
| <b>Vendor: VEN01187 - ADVANCED GRAPHIX INC</b>              |                |              |                |                                                  |                 |
| ADVANCED GRAPHIX INC                                        | 220504         | 08/16/2023   | 212160         | CLAIM#CA293914 - WORK ORDER 36194                | 127.50          |
| <b>Vendor VEN01187 - ADVANCED GRAPHIX INC Total:</b>        |                |              |                |                                                  | <b>127.50</b>   |
| <b>Vendor: VEN35068 - AI TECHNOLOGIES LLC</b>               |                |              |                |                                                  |                 |
| AI TECHNOLOGIES LLC                                         | 16391          | 08/24/2023   | 20011082023    | BENEFITS ADMINISTRATION FEES                     | 358.00          |
| <b>Vendor VEN35068 - AI TECHNOLOGIES LLC Total:</b>         |                |              |                |                                                  | <b>358.00</b>   |
| <b>Vendor: VEN36484 - AIDAN FINN</b>                        |                |              |                |                                                  |                 |
| AIDAN FINN                                                  | 220505         | 08/16/2023   | 20230816       | GRIZZLY LEAGUE REFEREE PAYMENT                   | 185.00          |
| <b>Vendor VEN36484 - AIDAN FINN Total:</b>                  |                |              |                |                                                  | <b>185.00</b>   |
| <b>Vendor: VEN34127 - ALL-AMERICAN ICE, LLC</b>             |                |              |                |                                                  |                 |
| ALL-AMERICAN ICE, LLC                                       | 16355          | 08/16/2023   | 4607           | HOCKEY NETS                                      | 634.22          |
| <b>Vendor VEN34127 - ALL-AMERICAN ICE, LLC Total:</b>       |                |              |                |                                                  | <b>634.22</b>   |
| <b>Vendor: VEN36492 - ALLISON GORRES</b>                    |                |              |                |                                                  |                 |
| ALLISON GORRES                                              | 220586         | 08/23/2023   | 6AB3412F-0001  | RIVER OAKS GOLFCOURSE BLOG POST - 6/30-7/31/23   | 600.00          |
| ALLISON GORRES                                              | 220586         | 08/23/2023   | 6AB3412F-0002  | RIVER OAKS GOLFCOURSE BLOG POST - 8/1-8/31/23    | 600.00          |
| <b>Vendor VEN36492 - ALLISON GORRES Total:</b>              |                |              |                |                                                  | <b>1,200.00</b> |
| <b>Vendor: VEN33229 - AMAZON FULFILLMENT SERVICES, INC.</b> |                |              |                |                                                  |                 |
| AMAZON FULFILLMENT SERVI...                                 | 16356          | 08/16/2023   | 1FRT-GXFK-63PV | TAILGATE PROTECTOR CAP COVER MOLDING SPOILER     | 42.95           |
| AMAZON FULFILLMENT SERVI...                                 | 16356          | 08/16/2023   | 11P9-FCJ1-1XWW | GARBAGE/TRASH BAGS                               | 238.16          |
| AMAZON FULFILLMENT SERVI...                                 | 16392          | 08/24/2023   | 13H7-WYHJ-HX41 | BRAKE KIT FOR POLARIS RANGER                     | 89.94           |
| AMAZON FULFILLMENT SERVI...                                 | 16392          | 08/24/2023   | 1C97-4W9V-K71P | TIRE MOUNTING PASTE/INK ROLLER - FLEET           | 93.50           |
| AMAZON FULFILLMENT SERVI...                                 | 16392          | 08/24/2023   | 1FLG-LHG9-HPXD | AIR FILTER                                       | 126.16          |
| AMAZON FULFILLMENT SERVI...                                 | 16392          | 08/24/2023   | 1FLG-LHG9-HPXD | AIR FILTER                                       | 126.16          |
| AMAZON FULFILLMENT SERVI...                                 | 16392          | 08/24/2023   | 1631-MPJL-YK11 | OFFICE DESK CHAIR                                | 110.11          |
| AMAZON FULFILLMENT SERVI...                                 | 16392          | 08/24/2023   | 1RVY-DDPP-VFQ7 | SIGNS FOR LEAD                                   | 129.94          |
| AMAZON FULFILLMENT SERVI...                                 | 16392          | 08/24/2023   | 1JTV-P749-46RF | TEA LIGHT CANDLES&CANDLE HOLDERS - ROEVENTS      | 144.97          |



## Expense Approval Report

Payment Dates: 8/16/2023 - 8/30/2023

| Vendor Name                                                                 | Payment Number | Payment Date | Payable Number | Description (Item)                                           | Amount   |
|-----------------------------------------------------------------------------|----------------|--------------|----------------|--------------------------------------------------------------|----------|
| AMAZON FULFILLMENT SERVI...                                                 | 16392          | 08/24/2023   | 1TPP-L4HV-MKVW | WATERPROOF ROUND ROCKER<br>TOGGLE SWITCH/FLEET               | 22.33    |
| AMAZON FULFILLMENT SERVI...                                                 | 16392          | 08/24/2023   | 1VMF-364F-LMNX | WET VAC SWITCH REPAIR                                        | 26.95    |
| AMAZON FULFILLMENT SERVI...                                                 | 16392          | 08/24/2023   | 1X4R-CGXG-4M46 | BOOKSHELF                                                    | 205.98   |
| AMAZON FULFILLMENT SERVI...                                                 | 16433          | 08/30/2023   | 11FC-KXN3-3LWG | GREASE GUN COUPLER/FLEET                                     | 91.92    |
| AMAZON FULFILLMENT SERVI...                                                 | 16356          | 08/16/2023   | 1NGX-LHHK-9DY7 | CREDIT FOR RETURN                                            | -180.99  |
| AMAZON FULFILLMENT SERVI...                                                 | 16433          | 08/30/2023   | 1FY4-9HYH-F996 | COMPUTER HARDWARE                                            | 36.32    |
| AMAZON FULFILLMENT SERVI...                                                 | 16433          | 08/30/2023   | 1PDR-NXM3-FLXJ | COPY PAPER / SAFETY TAPE                                     | 72.48    |
| AMAZON FULFILLMENT SERVI...                                                 | 16356          | 08/16/2023   | 1WFM-JTPN-CYD6 | CREDIT FOR LOST PACKAGE                                      | -25.68   |
| AMAZON FULFILLMENT SERVI...                                                 | 16433          | 08/30/2023   | 1FR9-14WX-CPMR | CLEANING SUPPLIES                                            | 206.00   |
| AMAZON FULFILLMENT SERVI...                                                 | 16433          | 08/30/2023   | 1TXV-Q4WM-TYPN | EAR PLUGS FOR RANGE                                          | 52.00    |
| AMAZON FULFILLMENT SERVI...                                                 | 16433          | 08/30/2023   | 1JFW-WKDL-41DV | REPLACEMENT CO MONITOR<br>FOR AMBULANCE                      | 105.65   |
| AMAZON FULFILLMENT SERVI...                                                 | 16433          | 08/30/2023   | 1KNJ-JN66-33F3 | TEALIGHT CANDLE HOLDER                                       | 69.99    |
| AMAZON FULFILLMENT SERVI...                                                 | 16392          | 08/24/2023   | 1KPN-JKCJ-LLDW | TEALIGHT CANDLE HOLDERS                                      | -34.99   |
| Vendor VEN33229 - AMAZON FULFILLMENT SERVICES, INC. Total:                  |                |              |                |                                                              | 1,749.85 |
| Vendor: VEN31224 - AMERICAN FAMILY LIFE ASSURANCE COMPANY OF COLUMBUS       |                |              |                |                                                              |          |
| AMERICAN FAMILY LIFE ASSU...                                                | 16393          | 08/24/2023   | INV025390      | 08/10/2023 BIWEEKLY<br>PAYROLL 07/17- 07/30/2023             | 111.42   |
| AMERICAN FAMILY LIFE ASSU...                                                | 16393          | 08/24/2023   | INV025403      | 08/23/23 BI-WEEKLY PAYROLL<br>07/31/23-08/13/23              | 111.42   |
| Vendor VEN31224 - AMERICAN FAMILY LIFE ASSURANCE COMPANY OF COLUMBUS Total: |                |              |                |                                                              | 222.84   |
| Vendor: VEN36469 - AMERICAN LOGISTICS SERVICES LLC                          |                |              |                |                                                              |          |
| AMERICAN LOGISTICS SERVIC...                                                | 220506         | 08/16/2023   | 20230802       | AMERICAN LOGISTICS<br>SERVICES MIF GRANT<br>OVERPAYMENT      | 61.53    |
| Vendor VEN36469 - AMERICAN LOGISTICS SERVICES LLC Total:                    |                |              |                |                                                              | 61.53    |
| Vendor: VEN36311 - ANDERSON STUMP GRINDING AND RESTORATION LLC              |                |              |                |                                                              |          |
| ANDERSON STUMP GRINDING...                                                  | 220507         | 08/16/2023   | 07212023       | STUMP GRINDING                                               | 1,122.19 |
| Vendor VEN36311 - ANDERSON STUMP GRINDING AND RESTORATION LLC Total:        |                |              |                |                                                              | 1,122.19 |
| Vendor: VEN36011 - ANDREW KORPI                                             |                |              |                |                                                              |          |
| ANDREW KORPI                                                                | 220587         | 08/23/2023   | 20230816       | CDL TRAINING                                                 | 269.21   |
| ANDREW KORPI                                                                | 220655         | 08/30/2023   | 20230821       | REIMBURSEMENT - KORPI<br>CDL RE-TRAIN & TEST - ANDY<br>KORPI | 369.81   |
| Vendor VEN36011 - ANDREW KORPI Total:                                       |                |              |                |                                                              | 639.02   |
| Vendor: VEN36455 - ANDREW SONN                                              |                |              |                |                                                              |          |
| ANDREW SONN                                                                 | 220508         | 08/16/2023   | 08072023       | REIMBURSEMENT FOR<br>SUPPLIES - RIVER OAKS                   | 57.92    |
| Vendor VEN36455 - ANDREW SONN Total:                                        |                |              |                |                                                              | 57.92    |
| Vendor: VEN35696 - ASCEND LEARNING HOLDINGS LLC                             |                |              |                |                                                              |          |
| ASCEND LEARNING HOLDINGS...                                                 | 220656         | 08/30/2023   | 751383         | FIRE TRAINING TEXT                                           | 1,349.48 |
| Vendor VEN35696 - ASCEND LEARNING HOLDINGS LLC Total:                       |                |              |                |                                                              | 1,349.48 |
| Vendor: VEN01017 - ASPEN EQUIPMENT COMPANY                                  |                |              |                |                                                              |          |
| ASPEN EQUIPMENT COMPANY                                                     | 16394          | 08/24/2023   | PSO038692-1    | PROXIMITY SENSOR -<br>4102/36129                             | 204.61   |
| ASPEN EQUIPMENT COMPANY                                                     | 16394          | 08/24/2023   | PSO039143-1    | EXTENSION CABLE -<br>4102/36129                              | 171.18   |
| ASPEN EQUIPMENT COMPANY                                                     | 16434          | 08/30/2023   | BP0009093      | BOOM INSPECTION,<br>DIELECTRIC - 6004/36305                  | 688.50   |
| ASPEN EQUIPMENT COMPANY                                                     | 16434          | 08/30/2023   | PSO038437-2    | PROXIMITY SENSOR ASSEMBLY                                    | 177.65   |
| ASPEN EQUIPMENT COMPANY                                                     | 16434          | 08/30/2023   | PSO042596-1    | TAX CREDITS                                                  | -15.09   |
| ASPEN EQUIPMENT COMPANY                                                     | 16434          | 08/30/2023   | PSR001607-1    | CREDIT FOR REFUND                                            | -219.70  |
| ASPEN EQUIPMENT COMPANY                                                     | 16434          | 08/30/2023   | PSO043097-1    | TAX CREDITS                                                  | -38.63   |
| Vendor VEN01017 - ASPEN EQUIPMENT COMPANY Total:                            |                |              |                |                                                              | 968.52   |
| Vendor: VEN29293 - ASPEN MILLS                                              |                |              |                |                                                              |          |
| ASPEN MILLS                                                                 | 220657         | 08/30/2023   | 317693         | RADIO HOLDER FOR<br>MOTOROLA XTS                             | 9.87     |

## Expense Approval Report

Payment Dates: 8/16/2023 - 8/30/2023

| Vendor Name                                            | Payment Number | Payment Date | Payable Number     | Description (Item)                                 | Amount     |
|--------------------------------------------------------|----------------|--------------|--------------------|----------------------------------------------------|------------|
| ASPEN MILLS                                            | 220657         | 08/30/2023   | 317693             | RADIO HOLDER FOR<br>MOTOROLA XTS                   | 29.58      |
| Vendor VEN29293 - ASPEN MILLS Total:                   |                |              |                    |                                                    | 39.45      |
| Vendor: VEN35831 - AURORA STRATEGIC ADVISORS INC       |                |              |                    |                                                    |            |
| AURORA STRATEGIC ADVISOR...                            | 220509         | 08/16/2023   | 23-CG-7            | FEDERAL LOBBY SERVICES -<br>JULY 2023              | 3,909.09   |
| Vendor VEN35831 - AURORA STRATEGIC ADVISORS INC Total: |                |              |                    |                                                    | 3,909.09   |
| Vendor: VEN34157 - BEARING DISTRIBUTORS INC            |                |              |                    |                                                    |            |
| BEARING DISTRIBUTORS INC                               | 220658         | 08/30/2023   | 9503249403         | REPLACEMENT PARTS FOR<br>RANGE CARRIERS            | 27.37      |
| Vendor VEN34157 - BEARING DISTRIBUTORS INC Total:      |                |              |                    |                                                    | 27.37      |
| Vendor: VEN35312 - BERMUDA SANDS APPAREL LLC           |                |              |                    |                                                    |            |
| BERMUDA SANDS APPAREL LLC                              | 220588         | 08/23/2023   | 115041             | PROSHOP APPAREL                                    | 34.95      |
| Vendor VEN35312 - BERMUDA SANDS APPAREL LLC Total:     |                |              |                    |                                                    | 34.95      |
| Vendor: VEN32569 - BERTELSON BROTHERS, INC             |                |              |                    |                                                    |            |
| BERTELSON BROTHERS, INC                                | 16435          | 08/30/2023   | M-65575307/31/2023 | JULY OFFICE SUPPLIES                               | 228.68     |
| BERTELSON BROTHERS, INC                                | 16435          | 08/30/2023   | M-65575307/31/2023 | JULY OFFICE SUPPLIES                               | 52.16      |
| BERTELSON BROTHERS, INC                                | 16435          | 08/30/2023   | M-65575307/31/2023 | JULY OFFICE SUPPLIES                               | 327.55     |
| Vendor VEN32569 - BERTELSON BROTHERS, INC Total:       |                |              |                    |                                                    | 608.39     |
| Vendor: VEN32557 - BG AUTOMOTIVE INC                   |                |              |                    |                                                    |            |
| BG AUTOMOTIVE INC                                      | 16436          | 08/30/2023   | PI0042309          | ADDITIVES - STOCK                                  | 264.00     |
| Vendor VEN32557 - BG AUTOMOTIVE INC Total:             |                |              |                    |                                                    | 264.00     |
| Vendor: VEN33122 - BIRCH TREE CARE, LLC                |                |              |                    |                                                    |            |
| BIRCH TREE CARE, LLC                                   | 220510         | 08/16/2023   | 44101              | SCALE FOLIAR BLACK HILLS<br>SPRUCE TREES           | 277.00     |
| Vendor VEN33122 - BIRCH TREE CARE, LLC Total:          |                |              |                    |                                                    | 277.00     |
| Vendor: VEN35453 - BIX PRODUCE COMPANY LLC             |                |              |                    |                                                    |            |
| BIX PRODUCE COMPANY LLC                                | 16357          | 08/16/2023   | 5852075            | FOOD FOR CLUBHOUSE                                 | 267.31     |
| BIX PRODUCE COMPANY LLC                                | 16395          | 08/24/2023   | 5846999            | FOOD FOR CLUBHOUSE                                 | 265.88     |
| BIX PRODUCE COMPANY LLC                                | 16395          | 08/24/2023   | 5858988            | FOOD FOR CLUBHOUSE                                 | 268.07     |
| BIX PRODUCE COMPANY LLC                                | 16437          | 08/30/2023   | 5866802            | FOOD FOR CLUBHOUSE                                 | 630.44     |
| BIX PRODUCE COMPANY LLC                                | 16437          | 08/30/2023   | 5868920            | FOOD FOR CLUBHOUSE                                 | 32.25      |
| BIX PRODUCE COMPANY LLC                                | 16437          | 08/30/2023   | 5869119            | FOOD FOR CLUBHOUSE                                 | 223.34     |
| BIX PRODUCE COMPANY LLC                                | 16395          | 08/24/2023   | 396417             | FOOD FOR CLUBHOUSE                                 | -32.25     |
| Vendor VEN35453 - BIX PRODUCE COMPANY LLC Total:       |                |              |                    |                                                    | 1,655.04   |
| Vendor: VEN02288 - BOUND TREE MEDICAL, LLC             |                |              |                    |                                                    |            |
| BOUND TREE MEDICAL, LLC                                | 16358          | 08/16/2023   | 85028056           | EMS SUPPLIES                                       | 89.25      |
| BOUND TREE MEDICAL, LLC                                | 16396          | 08/24/2023   | 85038387           | EMS SUPPLIES                                       | 23.05      |
| BOUND TREE MEDICAL, LLC                                | 16396          | 08/24/2023   | 85038388           | EMS SUPPLIES                                       | 247.68     |
| BOUND TREE MEDICAL, LLC                                | 16396          | 08/24/2023   | 85041983           | EMS SUPPLIES                                       | 148.75     |
| BOUND TREE MEDICAL, LLC                                | 16438          | 08/30/2023   | 85049408           | EMS SUPPLIES                                       | 1,162.06   |
| Vendor VEN02288 - BOUND TREE MEDICAL, LLC Total:       |                |              |                    |                                                    | 1,670.79   |
| Vendor: VEN02005 - BOYER FORD TRUCKS INC               |                |              |                    |                                                    |            |
| BOYER FORD TRUCKS INC                                  | 16359          | 08/16/2023   | 8P20466            | CREDIT - FOR INV#8P19992<br>CORE RETURN            | -1,508.88  |
| BOYER FORD TRUCKS INC                                  | 16359          | 08/16/2023   | 1P6505             | ANTENNA - 4104/35597                               | 14.04      |
| BOYER FORD TRUCKS INC                                  | 16359          | 08/16/2023   | 8P20948            | ANTENNA - 4102/35650                               | 30.90      |
| BOYER FORD TRUCKS INC                                  | 16359          | 08/16/2023   | 8P21003            | CREDIT - INV 8P20948 RTRN<br>ANTENNA               | -15.45     |
| BOYER FORD TRUCKS INC                                  | 16359          | 08/16/2023   | 11747              | CHASSIS FOR TRUCK# 4009                            | 124,281.10 |
| BOYER FORD TRUCKS INC                                  | 16359          | 08/16/2023   | 11745              | CHASSIS FOR TRUCK# 4010                            | 125,406.80 |
| BOYER FORD TRUCKS INC                                  | 16359          | 08/16/2023   | 2P18606            | DISC WHEEL - 6003/36152                            | 503.82     |
| BOYER FORD TRUCKS INC                                  | 16397          | 08/24/2023   | 11745-TAX          | CHASSIS FOR TRUCK# 4010-<br>TAX INCREASE TO 6.875% | 334.26     |
| BOYER FORD TRUCKS INC                                  | 16397          | 08/24/2023   | 11747-TAX          | CHASSIS FOR TRUCK# 4009-<br>TAX INCREASE TO 6.875% | 330.29     |
| Vendor VEN02005 - BOYER FORD TRUCKS INC Total:         |                |              |                    |                                                    | 249,376.88 |

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| Vendor Name                                                            | Payment Number | Payment Date | Payable Number | Description (Item)                                       | Amount           |
|------------------------------------------------------------------------|----------------|--------------|----------------|----------------------------------------------------------|------------------|
| <b>Vendor: VEN35500 - BRAD MUCKENHIRN</b>                              |                |              |                |                                                          |                  |
| BRAD MUCKENHIRN                                                        | 220511         | 08/16/2023   | 20230814       | MEN'S SOFTBALL UMPIRE<br>PAYMENT                         | 136.00           |
| <b>Vendor VEN35500 - BRAD MUCKENHIRN Total:</b>                        |                |              |                |                                                          | <b>136.00</b>    |
| <b>Vendor: VEN02306 - BRAUN INTERTEC CORPORATION</b>                   |                |              |                |                                                          |                  |
| BRAUN INTERTEC CORPORATI...                                            | 16398          | 08/24/2023   | B351000        | GV PARK 2022 CONSTRUCTION<br>& MATERIAL TESTING          | 5,572.00         |
| BRAUN INTERTEC CORPORATI...                                            | 16439          | 08/30/2023   | B351796        | CONSTRUCTION & MATERIAL<br>TESTING-JAMAICA & EPD         | 15,206.00        |
| BRAUN INTERTEC CORPORATI...                                            | 16439          | 08/30/2023   | B351797        | 2023 PAVEMENT MGMT<br>CONSTRUCTION & MATERIAL<br>TESTING | 6,074.00         |
| BRAUN INTERTEC CORPORATI...                                            | 16439          | 08/30/2023   | B352280        | 2023 MILL AND OVERLAY                                    | 3,350.50         |
| <b>Vendor VEN02306 - BRAUN INTERTEC CORPORATION Total:</b>             |                |              |                |                                                          | <b>30,202.50</b> |
| <b>Vendor: VEN35273 - BREAKTHRU BEVERAGE MINNESOTA BEER LLC</b>        |                |              |                |                                                          |                  |
| BREAKTHRU BEVERAGE MINN...                                             | 220512         | 08/16/2023   | 111364048      | BEER FOR CLUBHOUSE                                       | 146.00           |
| BREAKTHRU BEVERAGE MINN...                                             | 220512         | 08/16/2023   | 111365532      | BEER FOR CLUBHOUSE                                       | 648.80           |
| BREAKTHRU BEVERAGE MINN...                                             | 220512         | 08/16/2023   | 111365533      | BEER FOR CLUBHOUSE                                       | 58.60            |
| BREAKTHRU BEVERAGE MINN...                                             | 220589         | 08/23/2023   | 111465901      | BEER FOR CLUBHOUSE                                       | 740.80           |
| BREAKTHRU BEVERAGE MINN...                                             | 220589         | 08/23/2023   | 111481413      | BEER FOR CLUBHOUSE                                       | 292.00           |
| BREAKTHRU BEVERAGE MINN...                                             | 220659         | 08/30/2023   | 111570832      | BEER FOR CLUBHOUSE                                       | 56.00            |
| BREAKTHRU BEVERAGE MINN...                                             | 220659         | 08/30/2023   | 11573077       | BEER FOR CLUBHOUSE                                       | 454.45           |
| BREAKTHRU BEVERAGE MINN...                                             | 220589         | 08/23/2023   | 111672735      | BEER FOR CLUBHOUSE                                       | 690.56           |
| BREAKTHRU BEVERAGE MINN...                                             | 220589         | 08/23/2023   | 111672736      | BEER FOR CLUBHOUSE                                       | 29.30            |
| <b>Vendor VEN35273 - BREAKTHRU BEVERAGE MINNESOTA BEER LLC Total:</b>  |                |              |                |                                                          | <b>3,116.51</b>  |
| <b>Vendor: VEN32143 - BRIAN BLUHM</b>                                  |                |              |                |                                                          |                  |
| BRIAN BLUHM                                                            | 220513         | 08/16/2023   | 20230816       | REIMBURSEMENT FOR<br>MEALS/TRANSPORTATION/HO<br>TEL      | 1,008.10         |
| <b>Vendor VEN32143 - BRIAN BLUHM Total:</b>                            |                |              |                |                                                          | <b>1,008.10</b>  |
| <b>Vendor: VEN35415 - BRIAN LICK</b>                                   |                |              |                |                                                          |                  |
| BRIAN LICK                                                             | 220590         | 08/23/2023   | 20230816       | TRAINING/TRAVEL<br>REIMBURSEMENT - LICK                  | 84.69            |
| <b>Vendor VEN35415 - BRIAN LICK Total:</b>                             |                |              |                |                                                          | <b>84.69</b>     |
| <b>Vendor: VEN33107 - BURGGRAF'S ACE HARDWARE OF COTTAGE GROVE CO.</b> |                |              |                |                                                          |                  |
| BURGGRAF'S ACE HARDWARE...                                             | 220514         | 08/16/2023   | 5452           | WRAP TIE ROLL - PARKS                                    | 14.99            |
| BURGGRAF'S ACE HARDWARE...                                             | 220514         | 08/16/2023   | 5458           | DUNES KEYS - PARKS                                       | 31.92            |
| BURGGRAF'S ACE HARDWARE...                                             | 220514         | 08/16/2023   | 5462           | LUBE LOCK/HALF BASE WALL<br>BASE-FACILITIES              | 19.98            |
| BURGGRAF'S ACE HARDWARE...                                             | 220514         | 08/16/2023   | 5463           | BATTERY/LED LIGHT BULBS -<br>WELL #2                     | 65.97            |
| BURGGRAF'S ACE HARDWARE...                                             | 220514         | 08/16/2023   | 5470           | GRASS SEED - UTIL                                        | 24.99            |
| BURGGRAF'S ACE HARDWARE...                                             | 220514         | 08/16/2023   | 5488           | WALLPLATE/SILICONE/SWITCH<br>- WATER                     | 30.56            |
| BURGGRAF'S ACE HARDWARE...                                             | 220591         | 08/23/2023   | 5490           | SWVL HOSE/NOZZLE - PARKS                                 | 113.98           |
| BURGGRAF'S ACE HARDWARE...                                             | 220591         | 08/23/2023   | 5492           | RAKE HANDLES - FORESTRY                                  | 68.97            |
| BURGGRAF'S ACE HARDWARE...                                             | 220591         | 08/23/2023   | 5499           | ML ADPTR 1 1/4" -WATER                                   | 3.98             |
| BURGGRAF'S ACE HARDWARE...                                             | 220591         | 08/23/2023   | 5505           | ADAPTR INSRT POLY<br>2"/ADAPTR SCH40PVC2"...             | 10.98            |
| BURGGRAF'S ACE HARDWARE...                                             | 220591         | 08/23/2023   | 5506           | HS CLMP 1-13/16"2 3/4"SS -<br>PARKS                      | 7.98             |
| BURGGRAF'S ACE HARDWARE...                                             | 220660         | 08/30/2023   | 5510           | BATTERIES - UTILITIES                                    | 42.98            |
| BURGGRAF'S ACE HARDWARE...                                             | 220660         | 08/30/2023   | 5511           | FOAM WASP & HORNET SPRAY<br>- UTILITIES                  | 41.93            |
| BURGGRAF'S ACE HARDWARE...                                             | 220660         | 08/30/2023   | 5512           | FLAP DISC GRIT/ANT SPRAY -<br>STORMWATER                 | 40.95            |
| BURGGRAF'S ACE HARDWARE...                                             | 220660         | 08/30/2023   | 5514           | BUCKET/LIDS-PARKS                                        | 10.98            |
| BURGGRAF'S ACE HARDWARE...                                             | 220660         | 08/30/2023   | 5524           | SILICONE TUBES/WATER                                     | 7.99             |

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| BURGGRAF'S ACE HARDWARE...                                            | 220591         | 08/23/2023   | 5539                 | CREDIT - INV# 5537 RTRN HOSE ADAPTER               | -7.99     |
| Vendor VEN33107 - BURGGRAF'S ACE HARDWARE OF COTTAGE GROVE CO. Total: |                |              |                      |                                                    | 531.14    |
| <b>Vendor: VEN36504 - CALAROSA MASTER HOA</b>                         |                |              |                      |                                                    |           |
| CALAROSA MASTER HOA                                                   | 220661         | 08/30/2023   | 20230823             | REFUND UB ACCOUNT#800049243 - 6498 1/2 IDSEN AVE S | 10,411.93 |
| CALAROSA MASTER HOA                                                   | 220661         | 08/30/2023   | 20230823-A           | REFUND UB ACCOUNT#800049095 - 6097 1/2 IDEN AVE S  | 19,930.11 |
| CALAROSA MASTER HOA                                                   | 220661         | 08/30/2023   | 20230823-B           | REFUND UB ACCOUNT#800048310 - 6089 1/2 IDSEN AVE S | 5,149.87  |
| Vendor VEN36504 - CALAROSA MASTER HOA Total:                          |                |              |                      |                                                    | 35,491.91 |
| <b>Vendor: VEN32194 - CAPSTONE HOMES, INC</b>                         |                |              |                      |                                                    |           |
| CAPSTONE HOMES, INC                                                   | 16399          | 08/24/2023   | 20230818             | REFUND ESCROW - 10285 GOODVIEW CIR S               | 5,065.00  |
| CAPSTONE HOMES, INC                                                   | 16399          | 08/24/2023   | 20230818-A           | REFUND ESCROW - 6740 101ST ST S                    | 5,065.00  |
| Vendor VEN32194 - CAPSTONE HOMES, INC Total:                          |                |              |                      |                                                    | 10,130.00 |
| <b>Vendor: VEN35653 - CARDINAL HOME BUILDERS</b>                      |                |              |                      |                                                    |           |
| CARDINAL HOME BUILDERS                                                | 220592         | 08/23/2023   | 20230818             | REFUND ESCROW - 9088 62ND ST S                     | 5,495.00  |
| Vendor VEN35653 - CARDINAL HOME BUILDERS Total:                       |                |              |                      |                                                    | 5,495.00  |
| <b>Vendor: VEN03922 - CENTERPOINT ENERGY</b>                          |                |              |                      |                                                    |           |
| CENTERPOINT ENERGY                                                    | 220515         | 08/16/2023   | 20230803             | FIRE #3 GAS USAGE                                  | 58.36     |
| CENTERPOINT ENERGY                                                    | 220515         | 08/16/2023   | 20230803             | PW STORAGE BLDG GA...                              | 45.89     |
| CENTERPOINT ENERGY                                                    | 220515         | 08/16/2023   | 20230803             | LAMAR PARK BLDG GAS USAGE                          | 19.95     |
| CENTERPOINT ENERGY                                                    | 220515         | 08/16/2023   | 20230803             | WARMING HOUSE GAS USAGE                            | 19.95     |
| CENTERPOINT ENERGY                                                    | 220515         | 08/16/2023   | 20230803             | RIVER OAKS PRO SHOP GAS USAGE                      | 36.77     |
| CENTERPOINT ENERGY                                                    | 220515         | 08/16/2023   | 20230803             | RIVER OAKS MAINT BLDG GAS USAGE                    | 42.62     |
| CENTERPOINT ENERGY                                                    | 220515         | 08/16/2023   | 20230803             | CLUBHOUSE GAS USAGE                                | 480.94    |
| Vendor VEN03922 - CENTERPOINT ENERGY Total:                           |                |              |                      |                                                    | 704.48    |
| <b>Vendor: VEN35388 - CENTRAL MCGOWAN INC</b>                         |                |              |                      |                                                    |           |
| CENTRAL MCGOWAN INC                                                   | 220593         | 08/23/2023   | 737456               | CO2/NITROGEN CYLINDER RENTAL                       | 175.95    |
| Vendor VEN35388 - CENTRAL MCGOWAN INC Total:                          |                |              |                      |                                                    | 175.95    |
| <b>Vendor: VEN03059 - CENTURY COLLEGE</b>                             |                |              |                      |                                                    |           |
| CENTURY COLLEGE                                                       | 16440          | 08/30/2023   | 771163               | 50 BLS PROVIDER CARDS                              | 350.00    |
| Vendor VEN03059 - CENTURY COLLEGE Total:                              |                |              |                      |                                                    | 350.00    |
| <b>Vendor: VEN29526 - CENTURY LINK</b>                                |                |              |                      |                                                    |           |
| CENTURY LINK                                                          | 220516         | 08/16/2023   | 202308               | AUG ACCT 651 459-8128 529                          | 59.91     |
| CENTURY LINK                                                          | 220516         | 08/16/2023   | 202308-A             | AUG ACCT 651 459-8124 217                          | 59.91     |
| CENTURY LINK                                                          | 220516         | 08/16/2023   | 202308-B             | AUG ACCT 651 458-8074 011                          | 127.33    |
| CENTURY LINK                                                          | 220516         | 08/16/2023   | 202308-D             | AUG ACCT 651 459-2560 545                          | 161.26    |
| CENTURY LINK                                                          | 220516         | 08/16/2023   | 202308-E             | AUG ACCT 651 459-3912 290                          | 335.73    |
| CENTURY LINK                                                          | 220516         | 08/16/2023   | AUG 651 458-2946 864 | AUG 651 458-2946 864                               | 276.22    |
| CENTURY LINK                                                          | 220516         | 08/16/2023   | 202308-C             | AUG ACCT 612 E12-8029 542                          | 543.60    |
| CENTURY LINK                                                          | 220516         | 08/16/2023   | 202308-G             | AUG ACCT 651 769-1028 761                          | 165.41    |
| Vendor VEN29526 - CENTURY LINK Total:                                 |                |              |                      |                                                    | 1,729.37  |
| <b>Vendor: VEN36491 - CHRISTOPHER CARUFEL</b>                         |                |              |                      |                                                    |           |
| CHRISTOPHER CARUFEL                                                   | 220594         | 08/23/2023   | 20230817             | WATER EFFICIENCY REBATE - 7445 96TH ST S           | 300.00    |
| Vendor VEN36491 - CHRISTOPHER CARUFEL Total:                          |                |              |                      |                                                    | 300.00    |

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| <b>Vendor: VEN32793 - CHRISTY KREMINSKI</b>                        |                |              |                          |                                                    |                  |
| CHRISTY KREMINSKI                                                  | 220595         | 08/23/2023   | 20230809                 | IAAI CONFERENCE REIMBURSEMENT - KREMINSKI          | 357.76           |
| <b>Vendor VEN32793 - CHRISTY KREMINSKI Total:</b>                  |                |              |                          |                                                    | <b>357.76</b>    |
| <b>Vendor: VEN03430 - CINTAS CORPORATION #754</b>                  |                |              |                          |                                                    |                  |
| CINTAS CORPORATION #754                                            | 220517         | 08/16/2023   | 4162488053               | RIVER OAKS - UNIFORMS                              | 82.29            |
| CINTAS CORPORATION #754                                            | 220517         | 08/16/2023   | 4163174127               | RIVER OAKS - UNIFORMS                              | 85.81            |
| <b>Vendor VEN03430 - CINTAS CORPORATION #754 Total:</b>            |                |              |                          |                                                    | <b>168.10</b>    |
| <b>Vendor: VEN03459 - CITY OF COTTAGE GROVE</b>                    |                |              |                          |                                                    |                  |
| CITY OF COTTAGE GROVE                                              | 220518         | 08/16/2023   | 20230801                 | REPLENISH PETTY CASH - ICE ARENA                   | 17.47            |
| CITY OF COTTAGE GROVE                                              | 220518         | 08/16/2023   | 20230801                 | REPLENISH PETTY CASH - ICE ARENA                   | 14.34            |
| CITY OF COTTAGE GROVE                                              | 220518         | 08/16/2023   | 20230801                 | REPLENISH PETTY CASH - ICE ARENA                   | 20.25            |
| <b>Vendor VEN03459 - CITY OF COTTAGE GROVE Total:</b>              |                |              |                          |                                                    | <b>52.06</b>     |
| <b>Vendor: VEN35458 - CIVICPLUS LLC</b>                            |                |              |                          |                                                    |                  |
| CIVICPLUS LLC                                                      | 220519         | 08/16/2023   | 265717                   | HOSTING AND SECURITY ANNUAL FEE 07/24-07/24/23     | 11,848.23        |
| CIVICPLUS LLC                                                      | 220596         | 08/23/2023   | 262230                   | CIVICREC ANNUAL FEE - 07/30/23-07/29/24            | 9,872.89         |
| <b>Vendor VEN35458 - CIVICPLUS LLC Total:</b>                      |                |              |                          |                                                    | <b>21,721.12</b> |
| <b>Vendor: VEN03183 - COLLEGE CITY BEVERAGE, INC.</b>              |                |              |                          |                                                    |                  |
| COLLEGE CITY BEVERAGE, INC.                                        | 16400          | 08/24/2023   | 929784                   | BEER FOR CLUBHOUSE                                 | 5.00             |
| COLLEGE CITY BEVERAGE, INC.                                        | 16400          | 08/24/2023   | 929784                   | BEER FOR CLUBHOUSE                                 | 721.25           |
| COLLEGE CITY BEVERAGE, INC.                                        | 16400          | 08/24/2023   | 931448                   | BEER FOR CLUBHOUSE                                 | 526.60           |
| COLLEGE CITY BEVERAGE, INC.                                        | 16441          | 08/30/2023   | 934000                   | BEER FOR CLUBHOUSE                                 | 531.50           |
| COLLEGE CITY BEVERAGE, INC.                                        | 16400          | 08/24/2023   | 938884                   | BEER FOR CLUBHOUSE                                 | 1,180.30         |
| <b>Vendor VEN03183 - COLLEGE CITY BEVERAGE, INC. Total:</b>        |                |              |                          |                                                    | <b>2,964.65</b>  |
| <b>Vendor: VEN35037 - COLLINS ELECTRICAL CONSTRUCTION CO</b>       |                |              |                          |                                                    |                  |
| COLLINS ELECTRICAL CONSTR...                                       | 220662         | 08/30/2023   | 20230822                 | REFUND PERMIT #2023-024472 - DUPLICATE             | 1.00             |
| COLLINS ELECTRICAL CONSTR...                                       | 220662         | 08/30/2023   | 20230822                 | REFUND PERMIT #2023-024472 - DUPLICATE             | 5.00             |
| COLLINS ELECTRICAL CONSTR...                                       | 220662         | 08/30/2023   | 20230822                 | REFUND PERMIT #2023-024472 - DUPLICATE             | 45.00            |
| <b>Vendor VEN35037 - COLLINS ELECTRICAL CONSTRUCTION CO Total:</b> |                |              |                          |                                                    | <b>51.00</b>     |
| <b>Vendor: VEN32389 - COMCAST</b>                                  |                |              |                          |                                                    |                  |
| COMCAST                                                            | 220663         | 08/30/2023   | 8772105760347241 - AUG23 | CENTRAL FIRE ACCT# 8772105760347241                | 91.43            |
| COMCAST                                                            | 220663         | 08/30/2023   | 8772107890002365 -       | ICE ARENA CABLE SVC 08/14-09/13/23                 | 37.83            |
| COMCAST                                                            | 220663         | 08/30/2023   | 8772107890002365 -       | MAINT SHED CABLE SVC 08/14-09/13/23                | 194.15           |
| COMCAST                                                            | 220663         | 08/30/2023   | 8772107890002365 -       | CLUBHOUSE CABLE SVC 08/14-09/13/23                 | 1,002.42         |
| COMCAST                                                            | 220663         | 08/30/2023   | 8772107890002365 -       | MAINT SHED CABLE SVC 08/14-09/13/23                | 214.23           |
| COMCAST                                                            | 220663         | 08/30/2023   | 8772107890002365 -       | FIRE CABLE SVC 08/14-09/13/23                      | 63.06            |
| <b>Vendor VEN32389 - COMCAST Total:</b>                            |                |              |                          |                                                    | <b>1,603.12</b>  |
| <b>Vendor: VEN14472 - CORE &amp; MAIN LP</b>                       |                |              |                          |                                                    |                  |
| CORE & MAIN LP                                                     | 220597         | 08/23/2023   | T292023                  | REPAIR PARTS FOR WATERMAIN- VALVES/ADPT/LIDS-WATER | 1,026.10         |
| CORE & MAIN LP                                                     | 220597         | 08/23/2023   | T292604                  | WATER MAIN REPAIR PARTS-WATER                      | 1,464.91         |
| <b>Vendor VEN14472 - CORE &amp; MAIN LP Total:</b>                 |                |              |                          |                                                    | <b>2,491.01</b>  |

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| <b>Vendor: VEN03037 - COTTAGE GROVE AREA CHAMBER OF COMMERCE</b>       |                |              |                |                                                   |                 |
| COTTAGE GROVE AREA CHAM...                                             | 16442          | 08/30/2023   | 7612           | WOMEN IN BUSINESS ANNUAL MEMBERSHIP               | 100.00          |
| <b>Vendor VEN03037 - COTTAGE GROVE AREA CHAMBER OF COMMERCE Total:</b> |                |              |                |                                                   | <b>100.00</b>   |
| <b>Vendor: VEN36496 - CRAIG LUBICH</b>                                 |                |              |                |                                                   |                 |
| CRAIG LUBICH                                                           | 220598         | 08/23/2023   | 20230816       | CDL TRAINING REIMBURSEMENT - LUBICH               | 345.53          |
| <b>Vendor VEN36496 - CRAIG LUBICH Total:</b>                           |                |              |                |                                                   | <b>345.53</b>   |
| <b>Vendor: VEN03012 - CUB FOODS</b>                                    |                |              |                |                                                   |                 |
| CUB FOODS                                                              | 220599         | 08/23/2023   | 161351017890   | FOOD FOR CLUBHOUSE                                | 13.48           |
| CUB FOODS                                                              | 220664         | 08/30/2023   | 161306020885   | SUPPLIES FOR WEDDING/PROSHOP/BAR                  | 9.65            |
| CUB FOODS                                                              | 220664         | 08/30/2023   | 161306020885   | SUPPLIES FOR WEDDING/PROSHOP/BAR                  | 16.36           |
| CUB FOODS                                                              | 220664         | 08/30/2023   | 161307053301   | SUPPLIES FOR SIGNS                                | 23.92           |
| <b>Vendor VEN03012 - CUB FOODS Total:</b>                              |                |              |                |                                                   | <b>63.41</b>    |
| <b>Vendor: VEN03013 - CULLIGAN-MILBERT COMPANY</b>                     |                |              |                |                                                   |                 |
| CULLIGAN-MILBERT COMPANY                                               | 220520         | 08/16/2023   | 157X01806905   | SOLAR SALT                                        | 62.75           |
| CULLIGAN-MILBERT COMPANY                                               | 220520         | 08/16/2023   | 157X01819809   | SOLAR SALT                                        | 32.35           |
| <b>Vendor VEN03013 - CULLIGAN-MILBERT COMPANY Total:</b>               |                |              |                |                                                   | <b>95.10</b>    |
| <b>Vendor: VEN03305 - CUMMINS INC.</b>                                 |                |              |                |                                                   |                 |
| CUMMINS INC.                                                           | 220665         | 08/30/2023   | E3-38800       | CUMMINS TRAINING CLASS - BRIAN LICK & ISAAC PAVEK | 4,100.00        |
| CUMMINS INC.                                                           | 220600         | 08/23/2023   | E4-98944       | FILTER - 3145/36319                               | 173.81          |
| <b>Vendor VEN03305 - CUMMINS INC. Total:</b>                           |                |              |                |                                                   | <b>4,273.81</b> |
| <b>Vendor: VEN32300 - D R HORTON</b>                                   |                |              |                |                                                   |                 |
| D R HORTON                                                             | 220601         | 08/23/2023   | 20230818 -K    | REFUND ESCROW - 6498 GENEVIEVE TRAIL S            | 1,000.00        |
| D R HORTON                                                             | 220601         | 08/23/2023   | 20230818-A     | REFUND ESCROW - 6464 GENEVIEVE TRAIL SOUTH        | 1,000.00        |
| D R HORTON                                                             | 220601         | 08/23/2023   | 20230818-B     | REFUND ESCROW - 6468 GENEVIEVE TRAIL S            | 1,000.00        |
| D R HORTON                                                             | 220601         | 08/23/2023   | 20230818-C     | REFUND ESCROW - 6472 GENEVIEVE TRAIL S            | 1,000.00        |
| D R HORTON                                                             | 220601         | 08/23/2023   | 20230818-D     | REFUND ESCROW - 6476 GENEVIEVE TRAIL S            | 1,000.00        |
| D R HORTON                                                             | 220601         | 08/23/2023   | 20230818-E     | REFUND ESCROW - 6480 GENEVIEVE TRAIL S            | 1,000.00        |
| D R HORTON                                                             | 220601         | 08/23/2023   | 20230818-F     | REFUND ESCROW - 6484 GENEVIEVE S                  | 1,000.00        |
| D R HORTON                                                             | 220601         | 08/23/2023   | 20230818-G     | REFUND ESCROW - 6491 GENEVIEVE TRAIL S            | 1,000.00        |
| D R HORTON                                                             | 220601         | 08/23/2023   | 20230818-H     | REFUND ESCROW - 6492 GENEVIEVE TRAIL S            | 1,000.00        |
| D R HORTON                                                             | 220601         | 08/23/2023   | 20230818-I     | REFUND ESCROW - 6493 GENEVIEVE TRAIL S            | 1,000.00        |
| D R HORTON                                                             | 220601         | 08/23/2023   | 20230818-J     | REFUND ESCROW - 6495 GENEVIEVE TRAIL S            | 1,000.00        |
| D R HORTON                                                             | 220601         | 08/23/2023   | 20230818-K     | REFUND ESCROW - 6497 GENEVIEVE TRAIL S            | 1,000.00        |
| D R HORTON                                                             | 220601         | 08/23/2023   | 20230818-L     | REFUND ESCROW - 6499 GENEVIEVE TRAIL S            | 1,000.00        |
| D R HORTON                                                             | 220601         | 08/23/2023   | 20230818-M     | REFUND ESCROW - 6718 PINE ARBOR LANE S            | 5,495.00        |
| D R HORTON                                                             | 220601         | 08/23/2023   | 20230818-N     | REFUND ESCROW - 6720 PINE ARBOR LANE S            | 5,495.00        |
| D R HORTON                                                             | 220601         | 08/23/2023   | 20230818-O     | REFUND ESCROW - 6726 PINE ARBOR LANE S            | 5,495.00        |
| D R HORTON                                                             | 220601         | 08/23/2023   | 20230818-P     | REFUND ESCROW - 6732 PINE ARBOR LANE S            | 5,495.00        |
| D R HORTON                                                             | 220601         | 08/23/2023   | 20230818-Q     | REFUND ESCROW - 6738 PINE ARBOR LANE S            | 5,495.00        |

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| D R HORTON                                                 | 220601         | 08/23/2023   | 20230818-R     | REFUND ESCROW - 6460<br>GENEVIEVE TRAIL S            | 1,000.00   |
| D R HORTON                                                 | 220601         | 08/23/2023   | 20230818-S     | REFUND ESCROW - 6128<br>JEFFERY AVE S                | 5,495.00   |
| D R HORTON                                                 | 220601         | 08/23/2023   | 20230818-T     | REFUND ESCROW - 6136<br>JEFFERY AVE S                | 5,495.00   |
| Vendor VEN32300 - D R HORTON Total:                        |                |              |                |                                                      | 52,465.00  |
| Vendor: VEN04013 - DAKOTA COUNTY TECHNICAL COLLEGE         |                |              |                |                                                      |            |
| DAKOTA COUNTY TECHNICAL ...                                | 220604         | 08/23/2023   | 1169967        | PIT/TVI CLASS REGISTRATION -<br>LEMAY                | 700.00     |
| Vendor VEN04013 - DAKOTA COUNTY TECHNICAL COLLEGE Total:   |                |              |                |                                                      | 700.00     |
| Vendor: VEN34390 - DALCO ENTERPRISES INC                   |                |              |                |                                                      |            |
| DALCO ENTERPRISES INC                                      | 220521         | 08/16/2023   | 4109110        | Floor Scrubber for Range                             | 21,351.10  |
| Vendor VEN34390 - DALCO ENTERPRISES INC Total:             |                |              |                |                                                      | 21,351.10  |
| Vendor: VEN29469 - DE LAGE LANDEN FINANCIAL SERVICES       |                |              |                |                                                      |            |
| DE LAGE LANDEN FINANCIAL ...                               | 220666         | 08/30/2023   | 80419816       | GOLF CART LEASEGOLF CART<br>LEASE - 08/01-08/31/2023 | 7,010.25   |
| DE LAGE LANDEN FINANCIAL ...                               | 220666         | 08/30/2023   | 80420048       | CLUB CAR LEASE GOLF CART<br>LEASE - 08/01-08/31/2023 | 391.63     |
| DE LAGE LANDEN FINANCIAL ...                               | 220666         | 08/30/2023   | 80420048       | CLUB CAR LEASE GOLF CART<br>LEASE - 08/01-08/31/2023 | 828.35     |
| Vendor VEN29469 - DE LAGE LANDEN FINANCIAL SERVICES Total: |                |              |                |                                                      | 8,230.23   |
| Vendor: VEN36481 - DEBORAH KAUFHOLD                        |                |              |                |                                                      |            |
| DEBORAH KAUFHOLD                                           | 220522         | 08/16/2023   | 20230811       | REFUND FOR SELF-PAY<br>OVERPAYMENT                   | 132.34     |
| Vendor VEN36481 - DEBORAH KAUFHOLD Total:                  |                |              |                |                                                      | 132.34     |
| Vendor: VEN04249 - DELTA DENTAL PLAN OF MN                 |                |              |                |                                                      |            |
| DELTA DENTAL PLAN OF MN                                    | 220667         | 08/30/2023   | CNS0001328974  | COBRA PREMIUM-SEPTEMBER<br>2023 PREMIUM              | 412.64     |
| DELTA DENTAL PLAN OF MN                                    | 220667         | 08/30/2023   | CNS0001328974  | EMPLOYER PREMIUM-<br>SEPTEMBER 2023 PREMIUM          | 6,956.86   |
| DELTA DENTAL PLAN OF MN                                    | 220667         | 08/30/2023   | CNS0001328974  | EMPLOYEE PREMIUM-<br>SEPTEMBER 2023 PREMIUM          | 3,967.00   |
| Vendor VEN04249 - DELTA DENTAL PLAN OF MN Total:           |                |              |                |                                                      | 11,336.50  |
| Vendor: VEN36480 - DESIREE BAILEY                          |                |              |                |                                                      |            |
| DESIREE BAILEY                                             | 220523         | 08/16/2023   | 20230811       | REFUND FOR SELF-PAY<br>OVERPAYMENT                   | 887.58     |
| Vendor VEN36480 - DESIREE BAILEY Total:                    |                |              |                |                                                      | 887.58     |
| Vendor: VEN33026 - DISTINCTIVE DESIGN BUILD LLC            |                |              |                |                                                      |            |
| DISTINCTIVE DESIGN BUILD LLC                               | 220605         | 08/23/2023   | 20230818       | REFUND ESCROW - 6955 93RD<br>ST S                    | 6,149.00   |
| DISTINCTIVE DESIGN BUILD LLC                               | 220605         | 08/23/2023   | 20230818-A     | REFUND ESCROW - 7417 63RD<br>ST S                    | 5,495.00   |
| Vendor VEN33026 - DISTINCTIVE DESIGN BUILD LLC Total:      |                |              |                |                                                      | 11,644.00  |
| Vendor: VEN33289 - EBERT, INC.                             |                |              |                |                                                      |            |
| EBERT, INC.                                                | 220710         | 08/30/2023   | 21633824       | PMT #5 GLACIAL VALLEY<br>BUILDING                    | 137,499.67 |
| Vendor VEN33289 - EBERT, INC. Total:                       |                |              |                |                                                      | 137,499.67 |
| Vendor: VEN05004 - ED'S TROPHIES INC                       |                |              |                |                                                      |            |
| ED'S TROPHIES INC                                          | 220524         | 08/16/2023   | 15269          | 6 NAME PLATES -PW                                    | 21.00      |
| ED'S TROPHIES INC                                          | 220524         | 08/16/2023   | 15268          | GARDEN STAKE HOLDERS &<br>SIGNS -PARKS               | 170.00     |
| Vendor VEN05004 - ED'S TROPHIES INC Total:                 |                |              |                |                                                      | 191.00     |
| Vendor: VEN05014 - EHLERS AND ASSOCIATES INC               |                |              |                |                                                      |            |
| EHLERS AND ASSOCIATES INC                                  | 220606         | 08/23/2023   | 94887          | TIF ADMINISTRATION                                   | 319.17     |
| EHLERS AND ASSOCIATES INC                                  | 220606         | 08/23/2023   | 94887          | TIF ADMINISTRATION                                   | 319.17     |
| EHLERS AND ASSOCIATES INC                                  | 220606         | 08/23/2023   | 94887          | TIF ADMINISTRATION                                   | 319.16     |
| EHLERS AND ASSOCIATES INC                                  | 220606         | 08/23/2023   | 94888          | TIF 1-19 REPORTING - 2022<br>REPORTS                 | 770.15     |

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| EHLERS AND ASSOCIATES INC                                         | 220606         | 08/23/2023   | 94888          | TIF 1-16 REPORTING - 2022 REPORTS                  | 770.15     |
| EHLERS AND ASSOCIATES INC                                         | 220606         | 08/23/2023   | 94888          | TIF 1-15 REPORTING - 2022 REPORTS                  | 770.15     |
| EHLERS AND ASSOCIATES INC                                         | 220606         | 08/23/2023   | 94888          | TIF 1-8 REPORTING - 2022 REPORTS                   | 770.15     |
| EHLERS AND ASSOCIATES INC                                         | 220606         | 08/23/2023   | 94888          | TIF 1-12 REPORTING - 2022 REPORTS                  | 770.15     |
| EHLERS AND ASSOCIATES INC                                         | 220606         | 08/23/2023   | 94888          | TIF 1-20 REPORTING - 2022 REPORTS                  | 770.20     |
| EHLERS AND ASSOCIATES INC                                         | 220606         | 08/23/2023   | 94888          | TIF 1-17 REPORTING - 2022 REPORTS                  | 770.15     |
| EHLERS AND ASSOCIATES INC                                         | 220606         | 08/23/2023   | 94888          | TIF 1-18 REPORTING - 2022 REPORTS                  | 770.15     |
| EHLERS AND ASSOCIATES INC                                         | 220606         | 08/23/2023   | 94889          | TRELLIS DEVELOPMENT PROFESSIONAL SERVICES          | 525.00     |
| EHLERS AND ASSOCIATES INC                                         | 220606         | 08/23/2023   | 95010          | ARBITRAGE REPORT END 6/26-GO IMPROVE BOND 2018A    | 5,000.00   |
| Vendor VEN05014 - EHLERS AND ASSOCIATES INC Total:                |                |              |                |                                                    | 12,643.75  |
| Vendor: VEN36482 - ELLEN NOLAND                                   |                |              |                |                                                    |            |
| ELLEN NOLAND                                                      | 220525         | 08/16/2023   | 20230810       | REFUND FOR SELF-PAY OVERPAYMENT                    | 106.98     |
| Vendor VEN36482 - ELLEN NOLAND Total:                             |                |              |                |                                                    | 106.98     |
| Vendor: VEN05028 - EMERGENCY APPARATUS MAINTENANCE, INC.          |                |              |                |                                                    |            |
| EMERGENCY APPARATUS MA...                                         | 16360          | 08/16/2023   | 128368         | RPL ALTERNATOR,SHIFT CABLE,WIRING-3135/36270       | 675.11     |
| Vendor VEN05028 - EMERGENCY APPARATUS MAINTENANCE, INC. Total:    |                |              |                |                                                    | 675.11     |
| Vendor: VEN34858 - ENTERPRISE HOLDINGS INC                        |                |              |                |                                                    |            |
| ENTERPRISE HOLDINGS INC                                           | 220608         | 08/23/2023   | 1500-0021-4363 | TRUCK RENTAL - WATER                               | 1,650.00   |
| Vendor VEN34858 - ENTERPRISE HOLDINGS INC Total:                  |                |              |                |                                                    | 1,650.00   |
| Vendor: VEN05365 - ENVIRONMENTAL EQUIPMENT & SERVICES, INC.       |                |              |                |                                                    |            |
| ENVIRONMENTAL EQUIPMENT..                                         | 220609         | 08/23/2023   | 23250          | URETHANE TRANS ASSEMBLY - 8603/36286               | 832.00     |
| Vendor VEN05365 - ENVIRONMENTAL EQUIPMENT & SERVICES, INC. Total: |                |              |                |                                                    | 832.00     |
| Vendor: VEN36487 - ERIC & KAYLEE GRABOWSKI                        |                |              |                |                                                    |            |
| ERIC & KAYLEE GRABOWSKI                                           | 220526         | 08/16/2023   | 20230811       | BUILDER ESCROW RELEASE - 9396 63RD ST S            | 6,295.00   |
| Vendor VEN36487 - ERIC & KAYLEE GRABOWSKI Total:                  |                |              |                |                                                    | 6,295.00   |
| Vendor: VEN18053 - EVEREST EMERGENCY VEHICLES, INC                |                |              |                |                                                    |            |
| EVEREST EMERGENCY VEHICL...                                       | 220610         | 08/23/2023   | P06837         | HANDLE, GASKET - 833/36289                         | 179.57     |
| Vendor VEN18053 - EVEREST EMERGENCY VEHICLES, INC Total:          |                |              |                |                                                    | 179.57     |
| Vendor: VEN34324 - EWT HOLDINGS III CORP                          |                |              |                |                                                    |            |
| EWT HOLDINGS III CORP                                             | 16361          | 08/16/2023   | 905994939      | EQUIPMENT RENTAL WELL 10                           | 39,200.00  |
| EWT HOLDINGS III CORP                                             | 16361          | 08/16/2023   | 905994939      | EQUIPMENT RENTAL WELL 3                            | 21,600.00  |
| EWT HOLDINGS III CORP                                             | 16401          | 08/24/2023   | 906005669      | EQUIPMENT RENTAL WELL 3/10                         | 60,800.00  |
| EWT HOLDINGS III CORP                                             | 16401          | 08/24/2023   | 906005671      | EQUIPMENT RENTAL WELL 7/8                          | 43,200.00  |
| Vendor VEN34324 - EWT HOLDINGS III CORP Total:                    |                |              |                |                                                    | 164,800.00 |
| Vendor: VEN34780 - FARRELL EQUIPMENT & SUPPLY CO INC              |                |              |                |                                                    |            |
| FARRELL EQUIPMENT & SUPP...                                       | 220527         | 08/16/2023   | 63812          | 50 LB BAG FARRELL VERTICAL PATCH-CONCRETE- STORMWA | 299.90     |
| Vendor VEN34780 - FARRELL EQUIPMENT & SUPPLY CO INC Total:        |                |              |                |                                                    | 299.90     |
| Vendor: VEN06140 - FASTENAL COMPANY                               |                |              |                |                                                    |            |
| FASTENAL COMPANY                                                  | 16402          | 08/24/2023   | MNT11122143    | THREADLOCKER - STOCK                               | 52.17      |
| FASTENAL COMPANY                                                  | 16443          | 08/30/2023   | MNT11122349    | 3/4 IN COLLARS - STOCK                             | 8.40       |
| Vendor VEN06140 - FASTENAL COMPANY Total:                         |                |              |                |                                                    | 60.57      |
| Vendor: VEN14433 - FERGUSON WATERWORKS #2518                      |                |              |                |                                                    |            |
| FERGUSON WATERWORKS #2...                                         | 220528         | 08/16/2023   | 243315         | 3/4 DUAL CHK VLV ASSY -PW                          | 125.91     |
| Vendor VEN14433 - FERGUSON WATERWORKS #2518 Total:                |                |              |                |                                                    | 125.91     |



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| <b>Vendor: VEN06092 - FERRELLGAS LP</b>                      |                |              |                |                                            |                  |
| FERRELLGAS LP                                                | 16444          | 08/30/2023   | 1123579825     | PROPANE-ICE                                | 109.91           |
| FERRELLGAS LP                                                | 16444          | 08/30/2023   | 1123633713     | PROPANE-ICE                                | 25.76            |
| FERRELLGAS LP                                                | 16444          | 08/30/2023   | 1123702419     | PROPANE-ICE                                | 125.10           |
| FERRELLGAS LP                                                | 16444          | 08/30/2023   | 1123769858     | PROPANE-ICE                                | 96.03            |
| FERRELLGAS LP                                                | 16444          | 08/30/2023   | 1123834428     | PROPANE-ICE                                | 147.66           |
| <b>Vendor VEN06092 - FERRELLGAS LP Total:</b>                |                |              |                |                                            | <b>504.46</b>    |
| <b>Vendor: VEN33001 - FIELDSTONE FAMILY HOMES INC.</b>       |                |              |                |                                            |                  |
| FIELDSTONE FAMILY HOMES I...                                 | 220611         | 08/23/2023   | 20230818       | REFUND ESCROW - 6777 93RD BAY S            | 6,149.00         |
| <b>Vendor VEN33001 - FIELDSTONE FAMILY HOMES INC. Total:</b> |                |              |                |                                            | <b>6,149.00</b>  |
| <b>Vendor: VEN34368 - FIRE LOSS MANGEMENT LLC</b>            |                |              |                |                                            |                  |
| FIRE LOSS MANGEMENT LLC                                      | 220668         | 08/30/2023   | 23-018         | FIRE ALARM PLAN REVIEW - ULTA BEAUTY       | 75.00            |
| <b>Vendor VEN34368 - FIRE LOSS MANGEMENT LLC Total:</b>      |                |              |                |                                            | <b>75.00</b>     |
| <b>Vendor: VEN31978 - FIRST ADVANTAGE LNS</b>                |                |              |                |                                            |                  |
| FIRST ADVANTAGE LNS                                          | 16403          | 08/24/2023   | 2508542307     | ANNUAL ENROLLMENT                          | 36.71            |
| <b>Vendor VEN31978 - FIRST ADVANTAGE LNS Total:</b>          |                |              |                |                                            | <b>36.71</b>     |
| <b>Vendor: VEN06269 - FIRST STATE TIRE RECYCLING</b>         |                |              |                |                                            |                  |
| FIRST STATE TIRE RECYCLING                                   | 220669         | 08/30/2023   | 120931         | TRAILER RENTAL - FLEET DEPT                | 150.00           |
| <b>Vendor VEN06269 - FIRST STATE TIRE RECYCLING Total:</b>   |                |              |                |                                            | <b>150.00</b>    |
| <b>Vendor: VEN31404 - FLEETPRIDE, INC</b>                    |                |              |                |                                            |                  |
| FLEETPRIDE, INC                                              | 220529         | 08/16/2023   | 109380016      | BUSHING, JIC FITTING - 6005/36246          | 9.20             |
| FLEETPRIDE, INC                                              | 220529         | 08/16/2023   | 109377733      | FITTING - 6005/36246                       | 9.08             |
| FLEETPRIDE, INC                                              | 220529         | 08/16/2023   | 109397246      | MALE CONNECTOR - 6005/36247                | 5.96             |
| FLEETPRIDE, INC                                              | 220529         | 08/16/2023   | 109455014      | BRAKLEEN, BRAKE CHAMBER - SS100 & STOCK    | 232.62           |
| FLEETPRIDE, INC                                              | 220529         | 08/16/2023   | 109455057      | BRAKE CHAMBER - STOCK                      | 189.66           |
| FLEETPRIDE, INC                                              | 220529         | 08/16/2023   | 109463201      | ROADWATCH SENSOR - STOCK                   | 809.83           |
| FLEETPRIDE, INC                                              | 220612         | 08/23/2023   | 109636639      | DEF FLUID, LUBRICANT SPRAY - STOCK & SS100 | 52.06            |
| FLEETPRIDE, INC                                              | 220670         | 08/30/2023   | 109704039      | AXLE FENDER, BRACKETS - 6004/36305         | 661.90           |
| FLEETPRIDE, INC                                              | 220670         | 08/30/2023   | 109715784      | NITRILE GLOVES - SS100                     | 213.80           |
| FLEETPRIDE, INC                                              | 220670         | 08/30/2023   | 109715862      | HITCH PIN SPRING CLIP - STOCK              | 7.34             |
| FLEETPRIDE, INC                                              | 220670         | 08/30/2023   | 109822586      | MUD FLAP - STOCK                           | 31.94            |
| FLEETPRIDE, INC                                              | 220670         | 08/30/2023   | 109851069      | CLEVIS, CARTRIDE, NPT - STOCK              | 174.35           |
| FLEETPRIDE, INC                                              | 220670         | 08/30/2023   | 109851652      | FUEL FILTER, OIL FILTERS - STOCK           | 143.20           |
| <b>Vendor VEN31404 - FLEETPRIDE, INC Total:</b>              |                |              |                |                                            | <b>2,540.94</b>  |
| <b>Vendor: VEN06072 - FRANK ZAMORA'S CONCRETE, LLC</b>       |                |              |                |                                            |                  |
| FRANK ZAMORA'S CONCRETE,...                                  | 16362          | 08/16/2023   | 1823           | CONCRETE REPAIR 8980 JASMINE LN S-STREETS  | 9,044.00         |
| FRANK ZAMORA'S CONCRETE,...                                  | 16362          | 08/16/2023   | 1822           | CURB/SIDEWALK/PED RAMP - HERO CENTER       | 17,929.20        |
| <b>Vendor VEN06072 - FRANK ZAMORA'S CONCRETE, LLC Total:</b> |                |              |                |                                            | <b>26,973.20</b> |
| <b>Vendor: VEN06261 - FURY CHRYSLER JEEP</b>                 |                |              |                |                                            |                  |
| FURY CHRYSLER JEEP                                           | 220530         | 08/16/2023   | 5171451        | SHOCKS, BOLT - 2159/36221                  | 171.31           |
| FURY CHRYSLER JEEP                                           | 220530         | 08/16/2023   | 5171452        | STRUT MOUNT - 2159/36221                   | 68.00            |
| <b>Vendor VEN06261 - FURY CHRYSLER JEEP Total:</b>           |                |              |                |                                            | <b>239.31</b>    |
| <b>Vendor: VEN07637 - GALLO CONCRETE</b>                     |                |              |                |                                            |                  |
| GALLO CONCRETE                                               | 220671         | 08/30/2023   | 868            | REMOVE AND REPLACE SIDEWALKS AT ICE ARENA  | 17,982.00        |
| <b>Vendor VEN07637 - GALLO CONCRETE Total:</b>               |                |              |                |                                            | <b>17,982.00</b> |

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| <b>Vendor: VEN33375 - GENERATOR SOLUTIONS INC</b>                              |                |              |                |                                           |                 |
| GENERATOR SOLUTIONS INC                                                        | 220531         | 08/16/2023   | 63749          | GENERATOR ALARMS                          | 2,100.00        |
| <b>Vendor VEN33375 - GENERATOR SOLUTIONS INC Total:</b>                        |                |              |                |                                           | <b>2,100.00</b> |
| <b>Vendor: VEN07606 - GERLACH SERVICE INC.</b>                                 |                |              |                |                                           |                 |
| GERLACH SERVICE INC.                                                           | 16404          | 08/24/2023   | 59699          | CHAINS FOR SAWS - PARKS                   | 134.95          |
| <b>Vendor VEN07606 - GERLACH SERVICE INC. Total:</b>                           |                |              |                |                                           | <b>134.95</b>   |
| <b>Vendor: VEN07007 - GERTENS</b>                                              |                |              |                |                                           |                 |
| GERTENS                                                                        | 220532         | 08/16/2023   | 205448/12      | FERTILIZER                                | 1,942.52        |
| <b>Vendor VEN07007 - GERTENS Total:</b>                                        |                |              |                |                                           | <b>1,942.52</b> |
| <b>Vendor: VEN31724 - GOLDCOM, INC</b>                                         |                |              |                |                                           |                 |
| GOLDCOM, INC                                                                   | 16363          | 08/16/2023   | 266588-A       | 8 CHANNEL VIDEO MONITORING SYSTEM         | 291.25          |
| GOLDCOM, INC                                                                   | 16363          | 08/16/2023   | 269008         | STRAWBERRY 1 CMD                          | 2,429.00        |
| <b>Vendor VEN31724 - GOLDCOM, INC Total:</b>                                   |                |              |                |                                           | <b>2,720.25</b> |
| <b>Vendor: VEN32232 - GOODYEAR COMMERCIAL TIRE &amp; SERVICE CENTERS</b>       |                |              |                |                                           |                 |
| GOODYEAR COMMERCIAL TIR...                                                     | 220533         | 08/16/2023   | 124-1108667    | 255/60R18 TIRES & 245/55R18 TIRES - STOCK | 1,317.92        |
| <b>Vendor VEN32232 - GOODYEAR COMMERCIAL TIRE &amp; SERVICE CENTERS Total:</b> |                |              |                |                                           | <b>1,317.92</b> |
| <b>Vendor: VEN15382 - GOPHER STATE ONE CALL</b>                                |                |              |                |                                           |                 |
| GOPHER STATE ONE CALL                                                          | 16405          | 08/24/2023   | 3070319        | ONE CALL TICKETS                          | 916.65          |
| <b>Vendor VEN15382 - GOPHER STATE ONE CALL Total:</b>                          |                |              |                |                                           | <b>916.65</b>   |
| <b>Vendor: VEN35858 - GPS INDUSTRIES LLC</b>                                   |                |              |                |                                           |                 |
| GPS INDUSTRIES LLC                                                             | 220534         | 08/16/2023   | REP0011072     | REPAIR DAMAGED GPS UNIT                   | 215.00          |
| GPS INDUSTRIES LLC                                                             | 220534         | 08/16/2023   | CON014709      | CONNECT RENTAL 08/15 - 09/14              | 4,150.00        |
| <b>Vendor VEN35858 - GPS INDUSTRIES LLC Total:</b>                             |                |              |                |                                           | <b>4,365.00</b> |
| <b>Vendor: VEN07015 - GRAINGER</b>                                             |                |              |                |                                           |                 |
| GRAINGER                                                                       | 16445          | 08/30/2023   | 9767505929     | PRESSURE GAUGE - 6002/36397               | 33.41           |
| GRAINGER                                                                       | 16406          | 08/24/2023   | 9784617285     | MOBIL GREASE - RIVER OAKS                 | 183.20          |
| GRAINGER                                                                       | 16406          | 08/24/2023   | 9785421216     | WALL MOUNT - PW                           | 73.62           |
| GRAINGER                                                                       | 16406          | 08/24/2023   | 9786338542     | DANGER SIGN -PW                           | 9.00            |
| GRAINGER                                                                       | 16445          | 08/30/2023   | 9790497052     | MOP HEADS                                 | 75.00           |
| GRAINGER                                                                       | 16445          | 08/30/2023   | 9791482665     | DRY WIPES - SS100                         | 88.10           |
| <b>Vendor VEN07015 - GRAINGER Total:</b>                                       |                |              |                |                                           | <b>462.33</b>   |
| <b>Vendor: VEN07023 - GRAPHIC DESIGN INC</b>                                   |                |              |                |                                           |                 |
| GRAPHIC DESIGN INC                                                             | 16364          | 08/16/2023   | QB49519        | BUSINESS CARDS-DOCKTER                    | 55.00           |
| GRAPHIC DESIGN INC                                                             | 16407          | 08/24/2023   | QB49789        | TREE SIGNS - PARKS                        | 247.00          |
| GRAPHIC DESIGN INC                                                             | 16407          | 08/24/2023   | QB49790        | BUSINESS CARDS                            | 31.00           |
| GRAPHIC DESIGN INC                                                             | 16407          | 08/24/2023   | QB49790        | BUSINESS CARDS                            | 31.00           |
| <b>Vendor VEN07023 - GRAPHIC DESIGN INC Total:</b>                             |                |              |                |                                           | <b>364.00</b>   |
| <b>Vendor: VEN13406 - GREAT LAKES COCA-COLA DISTRIBUTION, LLC</b>              |                |              |                |                                           |                 |
| GREAT LAKES COCA-COLA DIS...                                                   | 16365          | 08/16/2023   | 3610218617     | BEVERAGES FOR ICE ARENA                   | 311.11          |
| GREAT LAKES COCA-COLA DIS...                                                   | 16365          | 08/16/2023   | 3610218617     | BEVERAGES FOR ICE ARENA                   | 186.74          |
| GREAT LAKES COCA-COLA DIS...                                                   | 16365          | 08/16/2023   | 3610218619     | BEVERAGES FOR CLUBHOUSE                   | 1,953.54        |
| GREAT LAKES COCA-COLA DIS...                                                   | 16365          | 08/16/2023   | 3610218620     | BEVERAGES FOR CLUBHOUSE                   | -525.00         |
| GREAT LAKES COCA-COLA DIS...                                                   | 16365          | 08/16/2023   | 3610218692     | BEVERAGES FOR CLUBHOUSE                   | 1,980.40        |
| GREAT LAKES COCA-COLA DIS...                                                   | 16446          | 08/30/2023   | 37026546018    | BEVERAGES FOR CLUBHOUSE                   | 1,420.86        |
| GREAT LAKES COCA-COLA DIS...                                                   | 16446          | 08/30/2023   | 37143090019    | BEVERAGES FOR ICE ARENA                   | 378.40          |
| GREAT LAKES COCA-COLA DIS...                                                   | 16446          | 08/30/2023   | 37143090019    | BEVERAGES FOR ICE ARENA                   | 291.41          |
| GREAT LAKES COCA-COLA DIS...                                                   | 16446          | 08/30/2023   | 37143090022    | BEVERAGES FOR CLUBHOUSE                   | 1,265.54        |
| <b>Vendor VEN13406 - GREAT LAKES COCA-COLA DISTRIBUTION, LLC Total:</b>        |                |              |                |                                           | <b>7,263.00</b> |
| <b>Vendor: VEN33879 - GREATAMERICA FINANCIAL SERVICES CORPORATION</b>          |                |              |                |                                           |                 |
| GREATAMERICA FINANCIAL S...                                                    | 220672         | 08/30/2023   | 34666314       | MAIL MACHINE METER RENTAL                 | 293.95          |
| <b>Vendor VEN33879 - GREATAMERICA FINANCIAL SERVICES CORPORATION Total:</b>    |                |              |                |                                           | <b>293.95</b>   |

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| Vendor Name                                                                                      | Payment Number | Payment Date | Payable Number | Description (Item)                           | Amount           |
|--------------------------------------------------------------------------------------------------|----------------|--------------|----------------|----------------------------------------------|------------------|
| <b>Vendor: VEN32607 - GS SYSTEMS, INC</b>                                                        |                |              |                |                                              |                  |
| GS SYSTEMS, INC                                                                                  | 220535         | 08/16/2023   | INV25877       | AVEVA CUSTOMER FIRST SUPPORT RENEWAL         | 930.00           |
| <b>Vendor VEN32607 - GS SYSTEMS, INC Total:</b>                                                  |                |              |                |                                              | <b>930.00</b>    |
| <b>Vendor: VEN33637 - GUARDIAN SUPPLY, LLC</b>                                                   |                |              |                |                                              |                  |
| GUARDIAN SUPPLY, LLC                                                                             | 16366          | 08/16/2023   | 15812          | UNIFORM- CSO PEYTON TAYLOR                   | 548.35           |
| GUARDIAN SUPPLY, LLC                                                                             | 16366          | 08/16/2023   | 15813          | UNIFORM - CSO TIA ROSSOW                     | 478.35           |
| GUARDIAN SUPPLY, LLC                                                                             | 16408          | 08/24/2023   | 15860          | UNIFORM - CSO MARIO MEEDS                    | 886.28           |
| GUARDIAN SUPPLY, LLC                                                                             | 16447          | 08/30/2023   | 15921          | BODY ARMOR - TRAVIS MULVIHIL                 | 1,509.00         |
| GUARDIAN SUPPLY, LLC                                                                             | 16447          | 08/30/2023   | 16006          | BODY ARMOR - SCOT...                         | 1,519.00         |
| <b>Vendor VEN33637 - GUARDIAN SUPPLY, LLC Total:</b>                                             |                |              |                |                                              | <b>4,940.98</b>  |
| <b>Vendor: VEN08001 - HAWKINS, INC</b>                                                           |                |              |                |                                              |                  |
| HAWKINS, INC                                                                                     | 220673         | 08/30/2023   | 6548171        | O'RING/NOZZLE/VALVES - WATER                 | 4,630.98         |
| <b>Vendor VEN08001 - HAWKINS, INC Total:</b>                                                     |                |              |                |                                              | <b>4,630.98</b>  |
| <b>Vendor: VEN33083 - HEALTH PARTNERS</b>                                                        |                |              |                |                                              |                  |
| HEALTH PARTNERS                                                                                  | 220536         | 08/16/2023   | 20230811       | REFUND - ID REQUEST 303283                   | 2,491.40         |
| <b>Vendor VEN33083 - HEALTH PARTNERS Total:</b>                                                  |                |              |                |                                              | <b>2,491.40</b>  |
| <b>Vendor: VEN32661 - HOHENSTEINS, INC</b>                                                       |                |              |                |                                              |                  |
| HOHENSTEINS, INC                                                                                 | 220613         | 08/23/2023   | 630390         | BEER FOR CLUBHOUSE                           | 618.95           |
| HOHENSTEINS, INC                                                                                 | 220674         | 08/30/2023   | 631890         | BEER FOR CLUBHOUSE                           | 422.50           |
| HOHENSTEINS, INC                                                                                 | 220674         | 08/30/2023   | 634076         | BEER FOR CLUBHOUSE                           | 328.60           |
| HOHENSTEINS, INC                                                                                 | 220613         | 08/23/2023   | 636180         | BEER FOR CLUBHOUSE                           | 648.25           |
| <b>Vendor VEN32661 - HOHENSTEINS, INC Total:</b>                                                 |                |              |                |                                              | <b>2,018.30</b>  |
| <b>Vendor: VEN35474 - HOLIDAY STATIONSTORES LLC</b>                                              |                |              |                |                                              |                  |
| HOLIDAY STATIONSTORES LLC                                                                        | 220675         | 08/30/2023   | 78001082300    | CITY VEHICLE CAR WASH                        | 20.00            |
| <b>Vendor VEN35474 - HOLIDAY STATIONSTORES LLC Total:</b>                                        |                |              |                |                                              | <b>20.00</b>     |
| <b>Vendor: VEN31547 - IDEAL PRINTERS, INC</b>                                                    |                |              |                |                                              |                  |
| IDEAL PRINTERS, INC                                                                              | 220676         | 08/30/2023   | 36197          | 2023 WATER QUALITY REPORT BROCHURES - WATER  | 6,031.00         |
| <b>Vendor VEN31547 - IDEAL PRINTERS, INC Total:</b>                                              |                |              |                |                                              | <b>6,031.00</b>  |
| <b>Vendor: VEN36352 - IN CONTROL INC</b>                                                         |                |              |                |                                              |                  |
| IN CONTROL INC                                                                                   | 220537         | 08/16/2023   | S-INV00799     | ENGINEERING SVCS-UTILITIES                   | 1,925.00         |
| IN CONTROL INC                                                                                   | 220614         | 08/23/2023   | S-INV00821     | LS PLC REPLACEMENT WELL #1 - WATER           | 6,813.87         |
| IN CONTROL INC                                                                                   | 220614         | 08/23/2023   | S-INV00822     | ANTENNA PARTS - WATER                        | 711.00           |
| <b>Vendor VEN36352 - IN CONTROL INC Total:</b>                                                   |                |              |                |                                              | <b>9,449.87</b>  |
| <b>Vendor: VEN30088 - INSTRUMENTAL RESEARCH, INC</b>                                             |                |              |                |                                              |                  |
| INSTRUMENTAL RESEARCH, I...                                                                      | 220677         | 08/30/2023   | 5021           | WATER TESTING                                | 480.88           |
| <b>Vendor VEN30088 - INSTRUMENTAL RESEARCH, INC Total:</b>                                       |                |              |                |                                              | <b>480.88</b>    |
| <b>Vendor: VEN09001 - INTERNATIONAL CITY MANAGEMENT ASSOCIATION RETIREMENT CORPORATION</b>       |                |              |                |                                              |                  |
| INTERNATIONAL CITY MANAG...                                                                      | 16409          | 08/24/2023   | INV025397      | 08/23/23 BI-WEEKLY PAYROLL 07/31/23-08/13/23 | 3,104.98         |
| INTERNATIONAL CITY MANAG...                                                                      | 16409          | 08/24/2023   | INV025398      | 08/23/23 BI-WEEKLY PAYROLL 07/31/23-08/13/23 | 9,600.00         |
| INTERNATIONAL CITY MANAG...                                                                      | 16409          | 08/24/2023   | INV025399      | 08/23/23 BI-WEEKLY PAYROLL 07/31/23-08/13/23 | 1,053.42         |
| INTERNATIONAL CITY MANAG...                                                                      | 16409          | 08/24/2023   | INV025400      | 08/23/23 BI-WEEKLY PAYROLL 07/31/23-08/13/23 | 800.00           |
| <b>Vendor VEN09001 - INTERNATIONAL CITY MANAGEMENT ASSOCIATION RETIREMENT CORPORATION Total:</b> |                |              |                |                                              | <b>14,558.40</b> |
| <b>Vendor: VEN09024 - INVER GROVE FORD</b>                                                       |                |              |                |                                              |                  |
| INVER GROVE FORD                                                                                 | 16410          | 08/24/2023   | 5332927        | TPMS SENSOR - 1401/36291                     | 52.89            |
| <b>Vendor VEN09024 - INVER GROVE FORD Total:</b>                                                 |                |              |                |                                              | <b>52.89</b>     |

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| <b>Vendor: VEN36060 - ISAAC PAVEK</b>                       |                |              |                |                                                 |                  |
| ISAAC PAVEK                                                 | 220615         | 08/23/2023   | 20230816       | TRAINING/TRAVEL REIMBURSEMENT - PAVEK           | 83.73            |
| <b>Vendor VEN36060 - ISAAC PAVEK Total:</b>                 |                |              |                |                                                 | <b>83.73</b>     |
| <b>Vendor: VEN09255 - I-STATE TRUCK CENTER</b>              |                |              |                |                                                 |                  |
| I-STATE TRUCK CENTER                                        | 220538         | 08/16/2023   | C242834649-02  | SLACK ADJUSTER - 4004/36234                     | 131.11           |
| I-STATE TRUCK CENTER                                        | 220538         | 08/16/2023   | C242835141-01  | GASKET,CAMSHAFT,SEAL KIT - 4004/36234           | 154.97           |
| I-STATE TRUCK CENTER                                        | 220538         | 08/16/2023   | C242835145-01  | BRK CHAMBER BRACKET ASSEMBLY - 4004/36234       | 224.78           |
| I-STATE TRUCK CENTER                                        | 220616         | 08/23/2023   | C242836138-01  | STERRING SHAFT, BELT, FAN - 4002/36284          | 719.65           |
| I-STATE TRUCK CENTER                                        | 220678         | 08/30/2023   | C242836937-01  | BOLTS, HEX NUTS ...                             | 17.34            |
| I-STATE TRUCK CENTER                                        | 220678         | 08/30/2023   | C242836967-01  | CLAMP - 4002/36284                              | 9.21             |
| I-STATE TRUCK CENTER                                        | 220678         | 08/30/2023   | C242837059     | BRAKE SLACK ADJUSTER - 4007/36306               | 214.90           |
| I-STATE TRUCK CENTER                                        | 220678         | 08/30/2023   | C242836947-01  | BRAKE KIT / DRUMS / HUB CAPS                    | 719.50           |
| I-STATE TRUCK CENTER                                        | 220678         | 08/30/2023   | C242836949-01  | SENDOR, WIRING HARNESS - 4004/36234             | 78.12            |
| I-STATE TRUCK CENTER                                        | 220678         | 08/30/2023   | C242839421-01  | CREDIT - INV# C242836947-01 RTRN BRK SHOE CORES | -92.00           |
| <b>Vendor VEN09255 - I-STATE TRUCK CENTER Total:</b>        |                |              |                |                                                 | <b>2,177.58</b>  |
| <b>Vendor: VEN09103 - IUOE CENTRAL PENSION FUND</b>         |                |              |                |                                                 |                  |
| IUOE CENTRAL PENSION FUND                                   | 16411          | 08/24/2023   | INV025385      | 08/10/2023 BIWEEKLY PAYROLL 07/17- 07/30/2023   | 8,064.00         |
| IUOE CENTRAL PENSION FUND                                   | 16411          | 08/24/2023   | INV025401      | 08/23/23 BI-WEEKLY PAYROLL 07/31/23-08/13/23    | 8,256.00         |
| <b>Vendor VEN09103 - IUOE CENTRAL PENSION FUND Total:</b>   |                |              |                |                                                 | <b>16,320.00</b> |
| <b>Vendor: VEN35630 - JAYTECH INC</b>                       |                |              |                |                                                 |                  |
| JAYTECH INC                                                 | 220539         | 08/16/2023   | 227906         | COOLING TOWER CHEMICALS                         | 1,408.47         |
| <b>Vendor VEN35630 - JAYTECH INC Total:</b>                 |                |              |                |                                                 | <b>1,408.47</b>  |
| <b>Vendor: VEN36306 - JEFFREY A JOHNSON</b>                 |                |              |                |                                                 |                  |
| JEFFREY A JOHNSON                                           | 220540         | 08/16/2023   | 20230809       | EPD HEARING                                     | 478.55           |
| <b>Vendor VEN36306 - JEFFREY A JOHNSON Total:</b>           |                |              |                |                                                 | <b>478.55</b>    |
| <b>Vendor: VEN11026 - JENNARI GROUP</b>                     |                |              |                |                                                 |                  |
| JENNARI GROUP                                               | 16367          | 08/16/2023   | 86206          | RPL REAR BRKS,INSTL 4 TIRES - 831/36231         | 2,617.77         |
| <b>Vendor VEN11026 - JENNARI GROUP Total:</b>               |                |              |                |                                                 | <b>2,617.77</b>  |
| <b>Vendor: VEN30829 - JERRY'S TOWING</b>                    |                |              |                |                                                 |                  |
| JERRY'S TOWING                                              | 220541         | 08/16/2023   | 3002707        | TOW TO RIVER STATES TRUCKING - 6004/36314       | 517.50           |
| <b>Vendor VEN30829 - JERRY'S TOWING Total:</b>              |                |              |                |                                                 | <b>517.50</b>    |
| <b>Vendor: VEN36499 - JOANN LAFORGE</b>                     |                |              |                |                                                 |                  |
| JOANN LAFORGE                                               | 220679         | 08/30/2023   | 20230823       | WATER EFFICIENCY REBATE - 9027 91ST ST S        | 300.00           |
| <b>Vendor VEN36499 - JOANN LAFORGE Total:</b>               |                |              |                |                                                 | <b>300.00</b>    |
| <b>Vendor: VEN31138 - JOEL A SELTZ</b>                      |                |              |                |                                                 |                  |
| JOEL A SELTZ                                                | 220542         | 08/16/2023   | 20230809       | EPD HEARING                                     | 478.22           |
| <b>Vendor VEN31138 - JOEL A SELTZ Total:</b>                |                |              |                |                                                 | <b>478.22</b>    |
| <b>Vendor: VEN10068 - JOHNSON BROTHERS LIQUOR CO.</b>       |                |              |                |                                                 |                  |
| JOHNSON BROTHERS LIQUOR ...                                 | 220543         | 08/16/2023   | 2347447        | ALCOHOL FOR CLUBHOUSE                           | 30.07            |
| JOHNSON BROTHERS LIQUOR ...                                 | 220543         | 08/16/2023   | 2347447        | ALCOHOL FOR CLUBHOUSE                           | 38.50            |
| JOHNSON BROTHERS LIQUOR ...                                 | 220543         | 08/16/2023   | 2347447        | ALCOHOL FOR CLUBHOUSE                           | 1,096.13         |
| JOHNSON BROTHERS LIQUOR ...                                 | 220617         | 08/23/2023   | 2352359        | ALCOHOL FOR CLUBHOUSE                           | 15.32            |
| JOHNSON BROTHERS LIQUOR ...                                 | 220617         | 08/23/2023   | 2352359        | ALCOHOL FOR CLUBHOUSE                           | 475.50           |
| <b>Vendor VEN10068 - JOHNSON BROTHERS LIQUOR CO. Total:</b> |                |              |                |                                                 | <b>1,655.52</b>  |

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| <b>Vendor: VEN31197 - JT SERVICES OF MINNESOTA</b>                     |                |              |                |                                                 |                   |
| JT SERVICES OF MINNESOTA                                               | 16368          | 08/16/2023   | JT23-206-03    | 100 WATT MOGUL HIGH PRESSURE SODIUM LAMP        | 1,249.98          |
| JT SERVICES OF MINNESOTA                                               | 16412          | 08/24/2023   | JT23-208-02    | RAVINE CROSSING STREETLIGHTS                    | 21,125.00         |
| JT SERVICES OF MINNESOTA                                               | 16412          | 08/24/2023   | JT23-208-03    | STREETLIGHTS FOR GRAYMONT VILLAGE               | 19,500.00         |
| <b>Vendor VEN31197 - JT SERVICES OF MINNESOTA Total:</b>               |                |              |                |                                                 | <b>41,874.98</b>  |
| <b>Vendor: VEN31290 - JUDITH A GRAF</b>                                |                |              |                |                                                 |                   |
| JUDITH A GRAF                                                          | 16369          | 08/16/2023   | 073123         | PSC MINUTES                                     | 117.67            |
| JUDITH A GRAF                                                          | 16369          | 08/16/2023   | 20230731       | EDA MEETING MINUTES                             | 47.08             |
| JUDITH A GRAF                                                          | 16369          | 08/16/2023   | 20230731-B     | COUNCIL MEETING MINUTES 07/19/2023              | 340.81            |
| JUDITH A GRAF                                                          | 16369          | 08/16/2023   | 20230731-B     | COUNCIL MEETING MINUTES 07/12/23                | 341.56            |
| JUDITH A GRAF                                                          | 16369          | 08/16/2023   | 20230731-C     | PLANNING COMMISSION MEETING MINUTES             | 141.61            |
| <b>Vendor VEN31290 - JUDITH A GRAF Total:</b>                          |                |              |                |                                                 | <b>988.73</b>     |
| <b>Vendor: VEN36483 - JUSTIN LANGBEHN</b>                              |                |              |                |                                                 |                   |
| JUSTIN LANGBEHN                                                        | 220544         | 08/16/2023   | 20230814       | MEN'S SOFTBALL UMPIRE PAYMENT                   | 760.00            |
| <b>Vendor VEN36483 - JUSTIN LANGBEHN Total:</b>                        |                |              |                |                                                 | <b>760.00</b>     |
| <b>Vendor: VEN36478 - KARREN SULLIVAN</b>                              |                |              |                |                                                 |                   |
| KARREN SULLIVAN                                                        | 220545         | 08/16/2023   | 20230811       | REFUND FOR SELF-PAY OVERPAYMENT                 | 1,662.38          |
| <b>Vendor VEN36478 - KARREN SULLIVAN Total:</b>                        |                |              |                |                                                 | <b>1,662.38</b>   |
| <b>Vendor: VEN11023 - KELLER ELECTRIC, INC.</b>                        |                |              |                |                                                 |                   |
| KELLER ELECTRIC, INC.                                                  | 220618         | 08/23/2023   | 23-103         | REPLACED TOWER OUTLETS/WEATHER PROOF COVER      | 213.49            |
| <b>Vendor VEN11023 - KELLER ELECTRIC, INC. Total:</b>                  |                |              |                |                                                 | <b>213.49</b>     |
| <b>Vendor: VEN29094 - KEVIN J KELLEHER, LLC</b>                        |                |              |                |                                                 |                   |
| KEVIN J KELLEHER, LLC                                                  | 16448          | 08/30/2023   | 9670           | FTO BASIC COURSE - BAGAN/BOBICK                 | 590.00            |
| <b>Vendor VEN29094 - KEVIN J KELLEHER, LLC Total:</b>                  |                |              |                |                                                 | <b>590.00</b>     |
| <b>Vendor: VEN36476 - KEVIN KNUTSON</b>                                |                |              |                |                                                 |                   |
| KEVIN KNUTSON                                                          | 220546         | 08/16/2023   | 20230810       | WATER EFFICIENCY REBATE - 8403 68TH ST S        | 100.00            |
| <b>Vendor VEN36476 - KEVIN KNUTSON Total:</b>                          |                |              |                |                                                 | <b>100.00</b>     |
| <b>Vendor: VEN31717 - KRAFT CONTRACTING &amp; MECHANICAL LLC</b>       |                |              |                |                                                 |                   |
| KRAFT CONTRACTING & MEC...                                             | 16413          | 08/24/2023   | 31001D         | ACM COMMUNICATION - FIRE# 1                     | 470.00            |
| KRAFT CONTRACTING & MEC...                                             | 16449          | 08/30/2023   | 31146          | SERVICE CALL - ICE ARENA AAON RTU MAIN BREAKER  | 5,227.30          |
| KRAFT CONTRACTING & MEC...                                             | 16449          | 08/30/2023   | 31162          | PINE TREE PARK MINI SPLIT A/C REPAIRS           | 633.75            |
| <b>Vendor VEN31717 - KRAFT CONTRACTING &amp; MECHANICAL LLC Total:</b> |                |              |                |                                                 | <b>6,331.05</b>   |
| <b>Vendor: VEN29232 - KRAUS-ANDERSON CONSTRUCTION COMPANY</b>          |                |              |                |                                                 |                   |
| KRAUS-ANDERSON CONSTRU...                                              | 220711         | 08/30/2023   | 59221          | PYMT #5 - GLACIAL VALLEY PARK BUILDING          | 133,121.75        |
| <b>Vendor VEN29232 - KRAUS-ANDERSON CONSTRUCTION COMPANY Total:</b>    |                |              |                |                                                 | <b>133,121.75</b> |
| <b>Vendor: VEN36495 - KYLE HOEGE</b>                                   |                |              |                |                                                 |                   |
| KYLE HOEGE                                                             | 220619         | 08/23/2023   | 20230817       | REFUND UB ACCT #800045577 - 7469 IVYSTONE AVE S | 26.88             |
| <b>Vendor VEN36495 - KYLE HOEGE Total:</b>                             |                |              |                |                                                 | <b>26.88</b>      |

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| <b>Vendor: VEN35654 - LARKIN HOFFMAN DALY &amp; LINDGREN LTD</b>       |                |              |                 |                                                          |                   |
| LARKIN HOFFMAN DALY & LI...                                            | 16414          | 08/24/2023   | 825490          | AGG INDUSTRIES MINE<br>EXPANSION-ENVIRONMENTAL<br>REVIEW | 1,952.00          |
| <b>Vendor VEN35654 - LARKIN HOFFMAN DALY &amp; LINDGREN LTD Total:</b> |                |              |                 |                                                          | <b>1,952.00</b>   |
| <b>Vendor: VEN12341 - LAWSON PRODUCTS, INC</b>                         |                |              |                 |                                                          |                   |
| LAWSON PRODUCTS, INC                                                   | 220547         | 08/16/2023   | 9310788595      | ADAPTERS - STOCK                                         | 12.74             |
| LAWSON PRODUCTS, INC                                                   | 220547         | 08/16/2023   | 9310790111      | DRILL BITS, ADAPTER, GRINDING<br>DISK - STOCK & SS100    | 493.43            |
| LAWSON PRODUCTS, INC                                                   | 220680         | 08/30/2023   | 9310816411      | 3/4IN DRILL BIT - SHOP SUPPLY                            | 34.76             |
| <b>Vendor VEN12341 - LAWSON PRODUCTS, INC Total:</b>                   |                |              |                 |                                                          | <b>540.93</b>     |
| <b>Vendor: VEN12370 - LEAGUE OF MINNESOTA CITIES INS TRUST</b>         |                |              |                 |                                                          |                   |
| LEAGUE OF MINNESOTA CITIE...                                           | 220620         | 08/23/2023   | 21131           | CLAIM# 459712 TIMOTHY<br>OACHS                           | 711.46            |
| LEAGUE OF MINNESOTA CITIE...                                           | 220620         | 08/23/2023   | 21147           | CLAIM# 479659 PAUL<br>KOTNOUR                            | 1,525.67          |
| LEAGUE OF MINNESOTA CITIE...                                           | 220620         | 08/23/2023   | 21163           | CLAIM# 485313 ROY QUINN                                  | 192.46            |
| LEAGUE OF MINNESOTA CITIE...                                           | 220620         | 08/23/2023   | 21174           | CLAIM #488273                                            | 2,748.25          |
| LEAGUE OF MINNESOTA CITIE...                                           | 220620         | 08/23/2023   | 21194           | CLAIM# 489916 ISAAC PAVEK                                | 466.11            |
| LEAGUE OF MINNESOTA CITIE...                                           | 220620         | 08/23/2023   | 21245           | CLAIM#492644 THEODORE<br>MALMSTEN                        | 1,285.47          |
| LEAGUE OF MINNESOTA CITIE...                                           | 220681         | 08/30/2023   | 20230807        | WORKERS COMPENSATION<br>COVERAGE PREMIUM                 | 242,005.00        |
| LEAGUE OF MINNESOTA CITIE...                                           | 220681         | 08/30/2023   | 40007451-202308 | PROPERTY/CASUALTY<br>COVERAGE PREMIUM                    | 96,586.00         |
| <b>Vendor VEN12370 - LEAGUE OF MINNESOTA CITIES INS TRUST Total:</b>   |                |              |                 |                                                          | <b>345,520.42</b> |
| <b>Vendor: VEN36479 - LEIDA POMMERENING</b>                            |                |              |                 |                                                          |                   |
| LEIDA POMMERENING                                                      | 220548         | 08/16/2023   | 20230811        | REFUND FOR SELF-PAY<br>OVERPAYMENT                       | 93.77             |
| <b>Vendor VEN36479 - LEIDA POMMERENING Total:</b>                      |                |              |                 |                                                          | <b>93.77</b>      |
| <b>Vendor: VEN36152 - LIFE LINE BILLING SYSTEMS LLC</b>                |                |              |                 |                                                          |                   |
| LIFE LINE BILLING SYSTEMS LLC                                          | 220621         | 08/23/2023   | LQ-000062       | EMS SERVICES-                                            | 9,145.53          |
| <b>Vendor VEN36152 - LIFE LINE BILLING SYSTEMS LLC Total:</b>          |                |              |                 |                                                          | <b>9,145.53</b>   |
| <b>Vendor: VEN35668 - LRS PORTABLES LLC</b>                            |                |              |                 |                                                          |                   |
| LRS PORTABLES LLC                                                      | 220549         | 08/16/2023   | MP229043        | TOILET RENTAL - PINE TREE<br>POND PARK                   | 120.00            |
| <b>Vendor VEN35668 - LRS PORTABLES LLC Total:</b>                      |                |              |                 |                                                          | <b>120.00</b>     |
| <b>Vendor: VEN36485 - LUCAS SAMUEL PETRANGELO</b>                      |                |              |                 |                                                          |                   |
| LUCAS SAMUEL PETRANGELO                                                | 220550         | 08/16/2023   | 20230816        | GRIZZLY LEAGUE REFEREE<br>PAYMENTS                       | 1,720.00          |
| <b>Vendor VEN36485 - LUCAS SAMUEL PETRANGELO Total:</b>                |                |              |                 |                                                          | <b>1,720.00</b>   |
| <b>Vendor: VEN35101 - M/I HOMES</b>                                    |                |              |                 |                                                          |                   |
| M/I HOMES                                                              | 220622         | 08/23/2023   | 20230818        | REFUND ESCROW - 6675 JODY<br>AVE S                       | 1,000.00          |
| M/I HOMES                                                              | 220622         | 08/23/2023   | 20230818-A      | REFUND ESCROW - 6673 JODY<br>AVE S                       | 1,000.00          |
| M/I HOMES                                                              | 220622         | 08/23/2023   | 20230818-B      | REFUND ESCROW - 6567<br>JOCELYN AVE S                    | 1,000.00          |
| M/I HOMES                                                              | 220622         | 08/23/2023   | 20230818-C      | REFUND ESCROW - 6565<br>JOCELYN AVE S                    | 1,000.00          |
| M/I HOMES                                                              | 220622         | 08/23/2023   | 20230818-D      | REFUND ESCROW - 6563<br>JOCELYN AVE S                    | 1,000.00          |
| M/I HOMES                                                              | 220622         | 08/23/2023   | 20230818-E      | REFUND ESCROW - 6671 JODY<br>AVE S                       | 1,000.00          |
| M/I HOMES                                                              | 220622         | 08/23/2023   | 20230818-F      | REFUND ESCROW - 6545 JODY<br>AVE S                       | 1,000.00          |
| M/I HOMES                                                              | 220622         | 08/23/2023   | 20230818-G      | REFUND ESCROW - 6541 JODY<br>AVE S                       | 1,000.00          |
| M/I HOMES                                                              | 220622         | 08/23/2023   | 20230818-H      | REFUND ESCROW - 6537 JODY<br>AVE S                       | 1,000.00          |

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| Vendor Name                                            | Payment Number | Payment Date | Payable Number | Description (Item)                              | Amount     |
|--------------------------------------------------------|----------------|--------------|----------------|-------------------------------------------------|------------|
| M/I HOMES                                              | 220622         | 08/23/2023   | 20230818-I     | REFUND ESCROW - 6533 JODY AVE S                 | 1,000.00   |
| M/I HOMES                                              | 220622         | 08/23/2023   | 20230818-J     | REFUND ESCROW - 6681 JODY AVE S                 | 1,000.00   |
| M/I HOMES                                              | 220622         | 08/23/2023   | 20230818-K     | REFUND ESCROW - 6683 JODY AVE S                 | 1,000.00   |
| M/I HOMES                                              | 220622         | 08/23/2023   | 20230818-L     | REFUND ESCROW - 6677 JODY AVE S                 | 1,000.00   |
| Vendor VEN35101 - M/I HOMES Total:                     |                |              |                |                                                 | 13,000.00  |
| Vendor: VEN36497 - MAD CITY HOME IMPROVEMENT LLC       |                |              |                |                                                 |            |
| MAD CITY HOME IMPROVEM...                              | 220624         | 08/23/2023   | 20230818       | REFUND DUPLICATE PAYMENT ENGOV INV-00019850     | 56.00      |
| Vendor VEN36497 - MAD CITY HOME IMPROVEMENT LLC Total: |                |              |                |                                                 | 56.00      |
| Vendor: VEN32230 - MANSFIELD OIL COMPANY               |                |              |                |                                                 |            |
| MANSFIELD OIL COMPANY                                  | 16370          | 08/16/2023   | 24467279       | 3,400 GAL UNLEADED GASOLINE                     | 9,796.23   |
| MANSFIELD OIL COMPANY                                  | 16415          | 08/24/2023   | 24484890       | 1,000 GAL UNLEADED GASOLINE                     | 3,315.65   |
| MANSFIELD OIL COMPANY                                  | 16415          | 08/24/2023   | 24484911       | 1,000 GAL DYED DIESEL                           | 3,163.43   |
| MANSFIELD OIL COMPANY                                  | 16450          | 08/30/2023   | 24509027       | 701 GAL DYED DIESEL                             | 2,200.95   |
| MANSFIELD OIL COMPANY                                  | 16450          | 08/30/2023   | 24509028       | 3,603 GAL UNLEADED GASOLINE                     | 9,741.94   |
| Vendor VEN32230 - MANSFIELD OIL COMPANY Total:         |                |              |                |                                                 | 28,218.20  |
| Vendor: VEN13494 - MARCO HOLDINGS, LLC                 |                |              |                |                                                 |            |
| MARCO HOLDINGS, LLC                                    | 16371          | 08/16/2023   | INV11498735    | VEEAM BACKUP UNIVERSAL LICENSE RENEWAL          | 2,361.45   |
| MARCO HOLDINGS, LLC                                    | 16416          | 08/24/2023   | 61021          | WEB FAX SERVICES                                | 49.28      |
| Vendor VEN13494 - MARCO HOLDINGS, LLC Total:           |                |              |                |                                                 | 2,410.73   |
| Vendor: VEN13668 - MARTIN-MCALLISTER                   |                |              |                |                                                 |            |
| MARTIN-MCALLISTER                                      | 16417          | 08/24/2023   | 15496          | PUBLIC SAFETY ASSESSMENT                        | 625.00     |
| Vendor VEN13668 - MARTIN-MCALLISTER Total:             |                |              |                |                                                 | 625.00     |
| Vendor: VEN13662 - MEDICA                              |                |              |                |                                                 |            |
| MEDICA                                                 | 220625         | 08/23/2023   | 569739777604   | COBRA PREMIUM-SEPTEMBER 2023 PREMIUM            | 4,878.79   |
| MEDICA                                                 | 220625         | 08/23/2023   | 569739777604   | MN STAT 299A.465 PREMIUM-SEPTEMBER 2023 PREMIUM | 5,244.18   |
| MEDICA                                                 | 220625         | 08/23/2023   | 569739777604   | EMPLOYER PREMIUM-SEPTEMBER 2023 PREMIUM         | 96,600.80  |
| MEDICA                                                 | 220625         | 08/23/2023   | 569739777604   | EMPLOYEE PREMIUM-SEPTEMBER 2023 PREMIUM         | 18,755.88  |
| Vendor VEN13662 - MEDICA Total:                        |                |              |                |                                                 | 125,479.65 |
| Vendor: VEN13410 - MENARDS                             |                |              |                |                                                 |            |
| MENARDS                                                | 16372          | 08/16/2023   | 76017          | COUPLINGS/REDUCER/PLUGS-WATER                   | 107.61     |
| MENARDS                                                | 16372          | 08/16/2023   | 76440          | TOWELS/BRAKE CLEANER/GLOVES - WATER             | 78.76      |
| MENARDS                                                | 16451          | 08/30/2023   | 76440-2023     | GOOP TOWELS/BRAKE CLEANER/GLOVES - WATER        | 78.76      |
| MENARDS                                                | 16451          | 08/30/2023   | 76470          | 3" COUPLING, BATTERY TESTER, 15A MARINE CHARGER | 94.97      |
| MENARDS                                                | 16451          | 08/30/2023   | 76470          | 3" COUPLING, BATTERY TESTER, 15A MARINE CHARGER | 10.58      |
| MENARDS                                                | 16372          | 08/16/2023   | 76479          | COUPLINGS- PARKS                                | 5.17       |
| MENARDS                                                | 16372          | 08/16/2023   | 76617          | HOSE CLAMP/ADAPT/PVC PIPE-PARKS-ICE ARENA       | 94.47      |
| MENARDS                                                | 16451          | 08/30/2023   | 76711          | PVC CEMENT/PRIMER/PVC COUPLING                  | 56.48      |
| MENARDS                                                | 16372          | 08/16/2023   | 76736          | ORANGE LINE W/REEL -PARKS                       | 69.79      |
| MENARDS                                                | 16372          | 08/16/2023   | 76785          | IRRIGATION PORTS                                | 35.96      |
| MENARDS                                                | 16418          | 08/24/2023   | 76830          | MERCHANDISE RETURN                              | -64.98     |
| MENARDS                                                | 16451          | 08/30/2023   | 76882          | SOLID CORE PVC PIPE                             | 42.93      |

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|-------------|----------------|--------------|----------------|---------------------------------------------------------------|--------|
| MENARDS     | 16372          | 08/16/2023   | 76898          | POLISH CLOTHS/WAX PASTE - PARKS                               | 19.52  |
| MENARDS     | 16372          | 08/16/2023   | 76901          | PINESOL CLEANER - PARKS                                       | 15.95  |
| MENARDS     | 16372          | 08/16/2023   | 76928          | MARKING PAINT/MAT/W&H KILLER-STREETS&SIGNS                    | 7.98   |
| MENARDS     | 16372          | 08/16/2023   | 76928          | MARKING PAINT/MAT/W&H KILLER-STREETS&SIGNS                    | 44.40  |
| MENARDS     | 16372          | 08/16/2023   | 76939-2023     | LIGHT BULBS - PARKS                                           | 79.99  |
| MENARDS     | 16418          | 08/24/2023   | 77408          | RUBBER PIPE - WELL# 11                                        | 8.78   |
| MENARDS     | 16372          | 08/16/2023   | 77017          | TUBIN/COUPLINGS/CLAMPS-WATER                                  | 27.56  |
| MENARDS     | 16372          | 08/16/2023   | 77021          | CLEANING SUPPLIES                                             | 38.72  |
| MENARDS     | 16372          | 08/16/2023   | 77071          | CONCRETE MIX - PARKS                                          | 15.72  |
| MENARDS     | 16372          | 08/16/2023   | 77073          | REBAR - PARKS                                                 | 174.30 |
| MENARDS     | 16372          | 08/16/2023   | 77078          | BATT BACKUP/COMMAND HOOKS/W&H KILLER-BM                       | 43.70  |
| MENARDS     | 16372          | 08/16/2023   | 77101          | DRAIN OPENER - FIRE # 4                                       | 5.99   |
| MENARDS     | 16372          | 08/16/2023   | 77102          | RETURN BATT BACK UP FROM INVOICE 77078                        | -24.97 |
| MENARDS     | 16451          | 08/30/2023   | 77108          | PLIERS/WRENCH SET - SEWER                                     | 78.82  |
| MENARDS     | 16372          | 08/16/2023   | 77109          | SMALL TOOLS                                                   | 57.01  |
| MENARDS     | 16372          | 08/16/2023   | 77167          | SHACKLE/RATCHET-PARKS                                         | 87.94  |
| MENARDS     | 16451          | 08/30/2023   | 77168          | GOLF COURSE MAINTENANCE SUPPLIES                              | 73.69  |
| MENARDS     | 16372          | 08/16/2023   | 77177          | BOLTS/BRACES                                                  | 14.70  |
| MENARDS     | 16372          | 08/16/2023   | 77193          | USB CABLE AND PORT - STORMWATER                               | 8.98   |
| MENARDS     | 16418          | 08/24/2023   | 77195          | HOSE, NOZZLE - PUBLIC WORKS                                   | 67.98  |
| MENARDS     | 16418          | 08/24/2023   | 77197-2023     | 6MIL POLY - PARKS                                             | 99.99  |
| MENARDS     | 16418          | 08/24/2023   | 77201          | NPT HYDRANT - PUBLIC WORKS                                    | 35.99  |
| MENARDS     | 16418          | 08/24/2023   | 77212          | WD40-PARKS                                                    | 26.88  |
| MENARDS     | 16418          | 08/24/2023   | 77226-2023     | SUPPLIES FOR RANGE / CLEANING EQUIPMENT                       | 47.81  |
| MENARDS     | 16372          | 08/16/2023   | 77234          | RETURN RANGE SUPPLIES                                         | -7.86  |
| MENARDS     | 16418          | 08/24/2023   | 77236          | SUPPLIES FOR RANGE EQUIPMENT                                  | 5.57   |
| MENARDS     | 16451          | 08/30/2023   | 77271-2023     | CONCRETE MIX, POTHOLE PATCH, SUPERWELDING                     | 87.97  |
| MENARDS     | 16451          | 08/30/2023   | 77405          | DEHUMIDIFIER                                                  | 339.30 |
| MENARDS     | 16418          | 08/24/2023   | 77409          | W/PUMP/COUPLINGS - WATER CREDIT - INV# 77201 RTRN NPT HYDRANT | -35.99 |
| MENARDS     | 16418          | 08/24/2023   | 77410          | BRASS END - PUBLIC WORKS                                      | 3.65   |
| MENARDS     | 16418          | 08/24/2023   | 77411          | THREAD SEALANT/GALV NIPPLE - PARKS                            | 15.21  |
| MENARDS     | 16451          | 08/30/2023   | 77468-2023     | PAIL - CITY HALL                                              | 9.98   |
| MENARDS     | 16418          | 08/24/2023   | 77476          | CLEANING SUPPLIES                                             | 33.28  |
| MENARDS     | 16418          | 08/24/2023   | 77480          | TRASH CAN LID/WINDEX REFILL/PINESOL -PARKS                    | 83.34  |
| MENARDS     | 16418          | 08/24/2023   | 77501          | TAPE/PVC TILE TAPE/TANK SPRAYER-STORMWATER                    | 36.63  |
| MENARDS     | 16451          | 08/30/2023   | 77550-2023     | LADDER HANGER - WELL# 8                                       | 8.98   |
| MENARDS     | 16451          | 08/30/2023   | 77610          | SHACKLE WITH PIN-STORMWATER                                   | 12.98  |
| MENARDS     | 16451          | 08/30/2023   | 77647          | PARKING PAINT/GOOP/CLEANER-STREETS                            | 259.56 |
| MENARDS     | 16451          | 08/30/2023   | 77753          | UTILITY /BANQUET TABLE                                        | 399.90 |
| MENARDS     | 16451          | 08/30/2023   | 76807          | SUPPLIES FOR GOLF COURSE                                      | 188.47 |
| MENARDS     | 16451          | 08/30/2023   | 77790          | DRILL BITS - PARKS                                            | 14.56  |



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|-------------------------------------------------------------|----------------|--------------|----------------|------------------------------------------------------|------------|
| MENARDS                                                     | 16451          | 08/30/2023   | 77793          | RECIP BLAD 5PC/REBAR - PARKS                         | 216.68     |
| MENARDS                                                     | 16453          | 08/30/2023   | 77794          | DRILL BIT SET - WATER                                | 9.99       |
| MENARDS                                                     | 16451          | 08/30/2023   | 77798-2023     | SUPPLIES FOR RANGE AMMO STORAGE CAGE                 | 25.39      |
| MENARDS                                                     | 16451          | 08/30/2023   | 77541          | BATTERIES/DRILL BITS                                 | 41.74      |
| MENARDS                                                     | 16451          | 08/30/2023   | 77833          | LANDSCP BLOCK - PARKS                                | 12.18      |
| MENARDS                                                     | 16451          | 08/30/2023   | 77840          | SUPPLIES FOR AMMO STORAGE ROOM                       | 53.49      |
| MENARDS                                                     | 16451          | 08/30/2023   | 77843          | LANDSCP BLOCK/WIRE BRUSH/PIN WRENCH - PARKS          | 56.61      |
| MENARDS                                                     | 16451          | 08/30/2023   | 77895          | BOLTS                                                | 13.86      |
| Vendor VEN13410 - MENARDS Total:                            |                |              |                |                                                      | 3,553.40   |
| Vendor: VEN13411 - METROPOLITAN COUNCIL                     |                |              |                |                                                      |            |
| METROPOLITAN COUNCIL                                        | 16375          | 08/16/2023   | 20230801       | SAC CHARGES                                          | 69,580.00  |
| METROPOLITAN COUNCIL                                        | 16375          | 08/16/2023   | 20230801       | SAC CHARGES DISCOUNT                                 | -695.80    |
| Vendor VEN13411 - METROPOLITAN COUNCIL Total:               |                |              |                |                                                      | 68,884.20  |
| Vendor: VEN13412 - METROPOLITAN COUNCIL                     |                |              |                |                                                      |            |
| METROPOLITAN COUNCIL                                        | 16374          | 08/16/2023   | 1152865        | WASTE WATER SERVICES                                 | 220,634.72 |
| METROPOLITAN COUNCIL                                        | 16454          | 08/30/2023   | 1160603        | WASTE WATER SERVICES                                 | 220,634.72 |
| Vendor VEN13412 - METROPOLITAN COUNCIL Total:               |                |              |                |                                                      | 441,269.44 |
| Vendor: VEN13429 - MEYER SEWER SERVICE                      |                |              |                |                                                      |            |
| MEYER SEWER SERVICE                                         | 220682         | 08/30/2023   | 32123          | PUMPED MAINT BUILDING HOLDING TANK                   | 275.00     |
| Vendor VEN13429 - MEYER SEWER SERVICE Total:                |                |              |                |                                                      | 275.00     |
| Vendor: VEN33002 - MICHAEL LEE INC                          |                |              |                |                                                      |            |
| MICHAEL LEE INC                                             | 220626         | 08/23/2023   | 20230818       | REFUND ESCROW - 6210 JANERO AVE S                    | 5,495.00   |
| MICHAEL LEE INC                                             | 220626         | 08/23/2023   | 20230818-A     | REFUND ESCROW - 6218 JANERO AVE S                    | 5,495.00   |
| MICHAEL LEE INC                                             | 220626         | 08/23/2023   | 20230818-B     | REFUND ESCROW - 9035 62ND ST S                       | 5,495.00   |
| MICHAEL LEE INC                                             | 220626         | 08/23/2023   | 20230818-C     | REFUND ESCROW - 9041 62ND ST S                       | 5,495.00   |
| MICHAEL LEE INC                                             | 220626         | 08/23/2023   | 20230818-D     | REFUND ESCROW - 9047 62ND ST S                       | 5,495.00   |
| MICHAEL LEE INC                                             | 220626         | 08/23/2023   | 20230818-E     | REFUND ESCROW - 9053 62ND ST S                       | 5,495.00   |
| MICHAEL LEE INC                                             | 220626         | 08/23/2023   | 20230818-F     | REFUND ESCROW - 9557 63RD ST S                       | 5,495.00   |
| Vendor VEN33002 - MICHAEL LEE INC Total:                    |                |              |                |                                                      | 38,465.00  |
| Vendor: VEN36467 - MID-AMERICA GOLF AND LANDSCAPE INC       |                |              |                |                                                      |            |
| MID-AMERICA GOLF AND LA...                                  | 220627         | 08/23/2023   | 1              | PYMT 1 - RIVER OAKS IRRIGATION CONSTRUCTION          | 610,850.00 |
| Vendor VEN36467 - MID-AMERICA GOLF AND LANDSCAPE INC Total: |                |              |                |                                                      | 610,850.00 |
| Vendor: VEN31496 - MIDWAY FORD                              |                |              |                |                                                      |            |
| MIDWAY FORD                                                 | 220551         | 08/16/2023   | 784205         | BRAKE PAD & BRAKE ROTORS - STOCK                     | 247.92     |
| MIDWAY FORD                                                 | 220551         | 08/16/2023   | 784674         | OIL FILTERS & AIR FILTERS - STOCK                    | 115.44     |
| MIDWAY FORD                                                 | 220551         | 08/16/2023   | 785125         | LOCK ASSEMBLY - 2066/36259                           | 66.68      |
| MIDWAY FORD                                                 | 220551         | 08/16/2023   | 785263         | SHOCK ASSEMBLY - 2154/36263                          | 461.08     |
| MIDWAY FORD                                                 | 220628         | 08/23/2023   | 784372         | WIPERS - STOCK                                       | 150.00     |
| MIDWAY FORD                                                 | 220628         | 08/23/2023   | 133718         | 2023 FORD F250 4X4 REG CAB 8FT BOX                   | 48,627.19  |
| MIDWAY FORD                                                 | 220628         | 08/23/2023   | 786059         | CABIN FILTER - STOCK                                 | 41.08      |
| MIDWAY FORD                                                 | 220683         | 08/30/2023   | 786683         | OIL DRAIN PLUGS - STOCK                              | 31.38      |
| MIDWAY FORD                                                 | 220683         | 08/30/2023   | 786811         | WIRE ASSEMBLY, SPARK PLUG, COIL ASSEMBLY - 1409/3630 | 1,069.04   |

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| MIDWAY FORD                                                      | 220683         | 08/30/2023   | CM786683       | CREDIT - INV# 786683 RTRN<br>OIL FILTERS              | -11.96    |
| Vendor VEN13496 - MIDWAY FORD Total:                             |                |              |                |                                                       | 50,797.85 |
| Vendor: VEN13413 - MIDWEST FENCE & MFG CO                        |                |              |                |                                                       |           |
| MIDWEST FENCE & MFG CO                                           | 16419          | 08/24/2023   | 191873         | 10 1/4 FENCE TIES -PARKS                              | 16.00     |
| MIDWEST FENCE & MFG CO                                           | 16419          | 08/24/2023   | 191874         | 8 1/4 TIES/LOOP CAP/LRC<br>GALV -PARKS                | 74.00     |
| Vendor VEN13413 - MIDWEST FENCE & MFG CO Total:                  |                |              |                |                                                       | 90.00     |
| Vendor: VEN33362 - MILBANK WINWATER WORKS                        |                |              |                |                                                       |           |
| MILBANK WINWATER WORKS                                           | 220552         | 08/16/2023   | 185499-01      | METERS FOR RESALE - WATER                             | 8,455.19  |
| Vendor VEN33362 - MILBANK WINWATER WORKS Total:                  |                |              |                |                                                       | 8,455.19  |
| Vendor: VEN35690 - MINNESOTA AG POWER INC                        |                |              |                |                                                       |           |
| MINNESOTA AG POWER INC                                           | 16420          | 08/24/2023   | 9689190        | JOHN DEERE TIRE<br>REPLACEMENT                        | 45.00     |
| MINNESOTA AG POWER INC                                           | 16420          | 08/24/2023   | 9689190        | JOHN DEERE TIRE<br>REPLACEMENT                        | 124.76    |
| MINNESOTA AG POWER INC                                           | 16420          | 08/24/2023   | 9707737        | SMALL TOOLS / MAINTENANCE<br>SUPPLIES                 | 41.67     |
| MINNESOTA AG POWER INC                                           | 16420          | 08/24/2023   | 9707737        | SMALL TOOLS / MAINTENANCE<br>SUPPLIES                 | 299.24    |
| MINNESOTA AG POWER INC                                           | 16420          | 08/24/2023   | 9707737        | SMALL TOOLS / MAINTENANCE<br>SUPPLIES                 | 227.90    |
| MINNESOTA AG POWER INC                                           | 16420          | 08/24/2023   | 9712648        | FIX CORDLESS POLE PRUNER,<br>O/S LABOR - 36MISC/36326 | 149.75    |
| Vendor VEN35690 - MINNESOTA AG POWER INC Total:                  |                |              |                |                                                       | 888.32    |
| Vendor: VEN34919 - MINNESOTA COUNTIES COMPUTER COOPERATIVE       |                |              |                |                                                       |           |
| MINNESOTA COUNTIES COM...                                        | 220553         | 08/16/2023   | 2307197        | ONLINE TRAINING GROUP                                 | 800.00    |
| Vendor VEN34919 - MINNESOTA COUNTIES COMPUTER COOPERATIVE Total: |                |              |                |                                                       | 800.00    |
| Vendor: VEN13473 - MN CHILD SUPPORT CENTER                       |                |              |                |                                                       |           |
| MN CHILD SUPPORT CENTER                                          | 220629         | 08/23/2023   | INV025404      | 08/23/23 BI-WEEKLY PAYROLL<br>07/31/23-08/13/23       | 36.91     |
| Vendor VEN13473 - MN CHILD SUPPORT CENTER Total:                 |                |              |                |                                                       | 36.91     |
| Vendor: VEN13670 - MN DEPT OF LABOR & INDUSTRY                   |                |              |                |                                                       |           |
| MN DEPT OF LABOR & INDUS...                                      | 16376          | 08/16/2023   | JULY1630302023 | JULY BLDG PERMIT<br>SURCHARGE - COTTAGE GROVE         | 5,514.00  |
| MN DEPT OF LABOR & INDUS...                                      | 16376          | 08/16/2023   | JULY1630302023 | JULY BLDG PERMIT<br>SURCHARGE - COTTAGE GROVE         | -110.28   |
| Vendor VEN13670 - MN DEPT OF LABOR & INDUSTRY Total:             |                |              |                |                                                       | 5,403.72  |
| Vendor: VEN13551 - MN DEPT OF PUBLIC SAFETY                      |                |              |                |                                                       |           |
| MN DEPT OF PUBLIC SAFETY                                         | 220630         | 08/23/2023   | 20230821       | CG 23013855 - MOUA / VANG                             | 25.00     |
| Vendor VEN13551 - MN DEPT OF PUBLIC SAFETY Total:                |                |              |                |                                                       | 25.00     |
| Vendor: VEN03446 - MN DEPT OF TRANSPORTATION                     |                |              |                |                                                       |           |
| MN DEPT OF TRANSPORTATI...                                       | 220554         | 08/16/2023   | P00017333      | MATERIAL TESTING &<br>INSPECTION EPD/JAMAICA          | 1,117.26  |
| Vendor VEN03446 - MN DEPT OF TRANSPORTATION Total:               |                |              |                |                                                       | 1,117.26  |
| Vendor: VEN29281 - MN PETROLEUM SERVICE                          |                |              |                |                                                       |           |
| MN PETROLEUM SERVICE                                             | 220555         | 08/16/2023   | 129440         | PUMPED GENERATOR TANK -<br>6102/36216                 | 404.00    |
| MN PETROLEUM SERVICE                                             | 220631         | 08/23/2023   | 129494         | LIFT INSPECTIONS - PW &<br>GOLF COURSE                | 137.64    |
| MN PETROLEUM SERVICE                                             | 220631         | 08/23/2023   | 129494         | LIFT INSPECTIONS - PW &<br>GOLF COURSE                | 825.86    |
| Vendor VEN29281 - MN PETROLEUM SERVICE Total:                    |                |              |                |                                                       | 1,367.50  |
| Vendor: VEN36447 - MOZART HOLDINGS LP                            |                |              |                |                                                       |           |
| MOZART HOLDINGS LP                                               | 220556         | 08/16/2023   | 2274631758     | MEDICAL SUPPLIES                                      | 250.00    |
| MOZART HOLDINGS LP                                               | 220556         | 08/16/2023   | 2274631758     | MEDICAL SUPPLIES                                      | 14.86     |
| MOZART HOLDINGS LP                                               | 220556         | 08/16/2023   | 2280106780     | CREDIT                                                | -1.03     |
| MOZART HOLDINGS LP                                               | 220556         | 08/16/2023   | 2280106781     | CREDIT FOR ITEMS                                      | -5.22     |
| Vendor VEN36447 - MOZART HOLDINGS LP Total:                      |                |              |                |                                                       | 258.61    |

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| <b>Vendor: VEN13463 - MTI DISTRIBUTING CO.</b>                               |                |              |                |                                                 |                 |
| MTI DISTRIBUTING CO.                                                         | 16377          | 08/16/2023   | 1384401-00     | 2012 TORO RELAY 3500D                           | 70.25           |
| MTI DISTRIBUTING CO.                                                         | 16377          | 08/16/2023   | 1392133-00     | PULLY-IDLER / BELT-3V / SCREW-HH                | 93.98           |
| MTI DISTRIBUTING CO.                                                         | 16377          | 08/16/2023   | 1389331-00     | PIN-FLAG / PIVOT ASM                            | 116.47          |
| MTI DISTRIBUTING CO.                                                         | 16377          | 08/16/2023   | 1392133-01     | BELT-3V                                         | 81.09           |
| MTI DISTRIBUTING CO.                                                         | 16421          | 08/24/2023   | 1399071-00     | WASHERS,SPACERS,NUTS,BALL JT,FITTING-8502/36297 | 190.88          |
| MTI DISTRIBUTING CO.                                                         | 16455          | 08/30/2023   | 1399594-00     | HYDRAULIC CYCLINDER ASM                         | 1,042.13        |
| <b>Vendor VEN13463 - MTI DISTRIBUTING CO. Total:</b>                         |                |              |                |                                                 | <b>1,594.80</b> |
| <b>Vendor: VEN13465 - MUNICIPAL CLERKS &amp; FINANCE OFFICERS ASSO</b>       |                |              |                |                                                 |                 |
| MUNICIPAL CLERKS & FINANC...                                                 | 220684         | 08/30/2023   | 20230829       | MCFOA TRAINING - TAMMY ANDERSON                 | 20.00           |
| <b>Vendor VEN13465 - MUNICIPAL CLERKS &amp; FINANCE OFFICERS ASSO Total:</b> |                |              |                |                                                 | <b>20.00</b>    |
| <b>Vendor: VEN35570 - MYRON DANIEL RUSSELL JR</b>                            |                |              |                |                                                 |                 |
| MYRON DANIEL RUSSELL JR                                                      | 220685         | 08/30/2023   | 20230802       | DASHER AD FOR TFW                               | 350.00          |
| MYRON DANIEL RUSSELL JR                                                      | 220557         | 08/16/2023   | 20230809       | COMPLETE ADS FOR SUMMIT ORTHO                   | 700.00          |
| <b>Vendor VEN35570 - MYRON DANIEL RUSSELL JR Total:</b>                      |                |              |                |                                                 | <b>1,050.00</b> |
| <b>Vendor: VEN32792 - NATIONAL WASH AUTHORITY, LLC</b>                       |                |              |                |                                                 |                 |
| NATIONAL WASH AUTHORITY,...                                                  | 220686         | 08/30/2023   | 5903           | TOWER CLEANING                                  | 8,900.00        |
| <b>Vendor VEN32792 - NATIONAL WASH AUTHORITY, LLC Total:</b>                 |                |              |                |                                                 | <b>8,900.00</b> |
| <b>Vendor: VEN14443 - NCPERS MINNESOTA - 403800</b>                          |                |              |                |                                                 |                 |
| NCPERS MINNESOTA - 403800                                                    | 16456          | 08/30/2023   | 403800092023   | LIFE INSURANCE PREMIUM SEPTEMBER 2023           | 352.00          |
| <b>Vendor VEN14443 - NCPERS MINNESOTA - 403800 Total:</b>                    |                |              |                |                                                 | <b>352.00</b>   |
| <b>Vendor: VEN36494 - NIKOLE NICKLE</b>                                      |                |              |                |                                                 |                 |
| NIKOLE NICKLE                                                                | 220632         | 08/23/2023   | 20230817       | REFUND UB ACCT#800050027 - 6500 JOLIET AVE S    | 28.01           |
| <b>Vendor VEN36494 - NIKOLE NICKLE Total:</b>                                |                |              |                |                                                 | <b>28.01</b>    |
| <b>Vendor: VEN14455 - NORTHERN SAFETY CO INC</b>                             |                |              |                |                                                 |                 |
| NORTHERN SAFETY CO INC                                                       | 16422          | 08/24/2023   | 905624811      | SAFETY SUPPLIES/GLOVES/SUNSCREEN - PARKS        | 1,092.46        |
| <b>Vendor VEN14455 - NORTHERN SAFETY CO INC Total:</b>                       |                |              |                |                                                 | <b>1,092.46</b> |
| <b>Vendor: VEN36505 - ONEILL ELECTRIC INC</b>                                |                |              |                |                                                 |                 |
| ONEILL ELECTRIC INC                                                          | 220687         | 08/30/2023   | 20230816       | ELECTRICAL PERMIT REFUND #2023-023908           | 51.00           |
| <b>Vendor VEN36505 - ONEILL ELECTRIC INC Total:</b>                          |                |              |                |                                                 | <b>51.00</b>    |
| <b>Vendor: VEN35665 - OPTUM FINANCIAL INC</b>                                |                |              |                |                                                 |                 |
| OPTUM FINANCIAL INC                                                          | 16457          | 08/30/2023   | 1473731        | HSA MAINTENANCE FEES 2ND QTR                    | 1,290.00        |
| <b>Vendor VEN35665 - OPTUM FINANCIAL INC Total:</b>                          |                |              |                |                                                 | <b>1,290.00</b> |
| <b>Vendor: VEN15362 - OPUS21 MANAGEMENT SOLUTIONS</b>                        |                |              |                |                                                 |                 |
| OPUS21 MANAGEMENT SOLU...                                                    | 16423          | 08/24/2023   | 230707         | UB CALL CENTER SUPPORT SERVICES- JULY 2023      | 290.70          |
| OPUS21 MANAGEMENT SOLU...                                                    | 16423          | 08/24/2023   | 230707         | UB POSTAGE SERVICES- JULY 2023                  | 502.47          |
| OPUS21 MANAGEMENT SOLU...                                                    | 16423          | 08/24/2023   | 230707         | UB HOSTING SERVICES- JULY 2023                  | 974.00          |
| OPUS21 MANAGEMENT SOLU...                                                    | 16423          | 08/24/2023   | 230707         | UB BILL PRINT SERVICES- JULY 2023               | 252.60          |
| OPUS21 MANAGEMENT SOLU...                                                    | 16423          | 08/24/2023   | 230707         | UB CALL CENTER SUPPORT SERVICES- JULY 2023      | 1,162.00        |
| OPUS21 MANAGEMENT SOLU...                                                    | 16423          | 08/24/2023   | 230707         | UB POSTAGE SERVICES- JULY 2023                  | 2,010.00        |
| OPUS21 MANAGEMENT SOLU...                                                    | 16423          | 08/24/2023   | 230707         | UB HOSTING SERVICES- JULY 2023                  | 3,897.00        |
| OPUS21 MANAGEMENT SOLU...                                                    | 16423          | 08/24/2023   | 230707         | UB BILL PRINT SERVICES - JULY 2023              | 1,012.00        |

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| OPUS21 MANAGEMENT SOLU...                              | 16423          | 08/24/2023   | 230707         | UB CALL CENTER SUPPORT SERVICES- JULY 2023       | 1,162.00  |
| OPUS21 MANAGEMENT SOLU...                              | 16423          | 08/24/2023   | 230707         | UB POSTAGE SERVICES- JULY 2023                   | 2,010.00  |
| OPUS21 MANAGEMENT SOLU...                              | 16423          | 08/24/2023   | 230707         | UB HOSTING SERVICES- JULY 2023                   | 3,897.00  |
| OPUS21 MANAGEMENT SOLU...                              | 16423          | 08/24/2023   | 230707         | UB BILL PRINT SERVICES- JULY 2023                | 1,012.00  |
| OPUS21 MANAGEMENT SOLU...                              | 16423          | 08/24/2023   | 230707         | UB CALL CENTER SUPPORT SERVICES- JULY 2023       | 291.00    |
| OPUS21 MANAGEMENT SOLU...                              | 16423          | 08/24/2023   | 230707         | UB POSTAGE SERVICES- JULY 2023                   | 502.00    |
| OPUS21 MANAGEMENT SOLU...                              | 16423          | 08/24/2023   | 230707         | UB HOSTING SERVICES- JULY 2023                   | 975.71    |
| OPUS21 MANAGEMENT SOLU...                              | 16423          | 08/24/2023   | 230707         | UB BILL PRINT SERVICES- JULY 2023                | 253.00    |
| Vendor VEN15362 - OPUS21 MANAGEMENT SOLUTIONS Total:   |                |              |                |                                                  | 20,203.48 |
| Vendor: VEN30439 - O'REILLY AUTO PARTS                 |                |              |                |                                                  |           |
| O'REILLY AUTO PARTS                                    | 220558         | 08/16/2023   | 3266-495248    | SEALANT - SS100                                  | 17.99     |
| O'REILLY AUTO PARTS                                    | 220558         | 08/16/2023   | 3266-495394    | OIL FILTER, AIR FILTER,FUEL/WTR SEP - 1902/36177 | 52.15     |
| O'REILLY AUTO PARTS                                    | 220558         | 08/16/2023   | 3266-495530    | CABIN FILTER - STOCK                             | 30.63     |
| O'REILLY AUTO PARTS                                    | 220558         | 08/16/2023   | 3266-495548    | CORRECTION FOR INV#3266-495284                   | 68.97     |
| O'REILLY AUTO PARTS                                    | 220633         | 08/23/2023   | 3266-496516    | RESERVOIR - 4002/36284                           | 101.09    |
| O'REILLY AUTO PARTS                                    | 220633         | 08/23/2023   | 3266-497229    | LIGHT BULB - STOCK                               | 4.50      |
| O'REILLY AUTO PARTS                                    | 220688         | 08/30/2023   | 3266-497654    | OIL - 1409/36309                                 | 25.78     |
| O'REILLY AUTO PARTS                                    | 220688         | 08/30/2023   | 3266-497696    | OIL FILTER - STOCK                               | 13.50     |
| O'REILLY AUTO PARTS                                    | 220688         | 08/30/2023   | 3266-497697    | CABIN FILTER - 1704/36311                        | 13.19     |
| O'REILLY AUTO PARTS                                    | 220688         | 08/30/2023   | 3266-498328    | COOLANT BOTTLE - 3118/36245                      | 16.24     |
| O'REILLY AUTO PARTS                                    | 220688         | 08/30/2023   | 3266-498390    | OIL FILTERS, BRAKE FLUID - STOCK & SS100         | 34.16     |
| O'REILLY AUTO PARTS                                    | 220688         | 08/30/2023   | 3266-498471    | WASHER PUMP - 3118/36245                         | 19.79     |
| O'REILLY AUTO PARTS                                    | 220688         | 08/30/2023   | 3266-498521    | VAC CONNECTOR ...                                | 5.71      |
| Vendor VEN30439 - O'REILLY AUTO PARTS Total:           |                |              |                |                                                  | 403.70    |
| Vendor: VEN31236 - OXYGEN SERVICE COMPANY, INC         |                |              |                |                                                  |           |
| OXYGEN SERVICE COMPANY, ...                            | 220634         | 08/23/2023   | 8649092        | BLADES FOR METAL CUTTER                          | 110.86    |
| OXYGEN SERVICE COMPANY, ...                            | 220689         | 08/30/2023   | 3559856        | SMALL & MED CYLINDER RENTAL                      | 151.81    |
| Vendor VEN31236 - OXYGEN SERVICE COMPANY, INC Total:   |                |              |                |                                                  | 262.67    |
| Vendor: VEN16152 - PACE ANALYTICAL SERVICES, INC       |                |              |                |                                                  |           |
| PACE ANALYTICAL SERVICES, I...                         | 220559         | 08/16/2023   | 1223-7318      | PFAS TESTING WELL 2 & 7                          | 1,606.30  |
| Vendor VEN16152 - PACE ANALYTICAL SERVICES, INC Total: |                |              |                |                                                  | 1,606.30  |
| Vendor: VEN16140 - PARK GROVE ELECTRIC INC             |                |              |                |                                                  |           |
| PARK GROVE ELECTRIC INC                                | 220690         | 08/30/2023   | 56061          | CHECK OUT MOTION DETECTOR HAMLET PARK - PARKS    | 112.00    |
| Vendor VEN16140 - PARK GROVE ELECTRIC INC Total:       |                |              |                |                                                  | 112.00    |
| Vendor: VEN33593 - PARMAN ENERGY GROUP                 |                |              |                |                                                  |           |
| PARMAN ENERGY GROUP                                    | 16378          | 08/16/2023   | 150220A-IN     | WINDSHIELD WASHER FLUID - STOCK                  | 112.20    |
| PARMAN ENERGY GROUP                                    | 16378          | 08/16/2023   | 150220-IN      | OIL - STOCK                                      | 756.80    |
| PARMAN ENERGY GROUP                                    | 16458          | 08/30/2023   | 150220B-IN     | 1 KEG OF MOBIL GEARLUBE - STOCK                  | 719.43    |
| Vendor VEN33593 - PARMAN ENERGY GROUP Total:           |                |              |                |                                                  | 1,588.43  |

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| <b>Vendor: VEN35191 - PB PARENT HOLDCO, LP</b>                  |                |              |                |                                               |                  |
| PB PARENT HOLDCO, LP                                            | 220560         | 08/16/2023   | IV00252545     | FIRE EXTINGUISHER<br>INSPECTIONS - RIVER OAKS | 1,060.00         |
| <b>Vendor VEN35191 - PB PARENT HOLDCO, LP Total:</b>            |                |              |                |                                               | <b>1,060.00</b>  |
| <b>Vendor: VEN35773 - PERFORMANCE FOOD GROUP INC</b>            |                |              |                |                                               |                  |
| PERFORMANCE FOOD GROUP ...220561                                |                | 08/16/2023   | 670681         | FOOD FOR CLUBHOUSE                            | 52.74            |
| PERFORMANCE FOOD GROUP ...220561                                |                | 08/16/2023   | 670681         | FOOD FOR CLUBHOUSE                            | 8.50             |
| PERFORMANCE FOOD GROUP ...220561                                |                | 08/16/2023   | 670681         | FOOD FOR CLUBHOUSE                            | 1,794.56         |
| PERFORMANCE FOOD GROUP ...220561                                |                | 08/16/2023   | 670681         | FOOD FOR CLUBHOUSE                            | 30.16            |
| PERFORMANCE FOOD GROUP ...220561                                |                | 08/16/2023   | 672383         | FOOD FOR CLUBHOUSE                            | 101.16           |
| PERFORMANCE FOOD GROUP ...220561                                |                | 08/16/2023   | 673981         | FOOD FOR CLUBHOUSE                            | 253.45           |
| PERFORMANCE FOOD GROUP ...220561                                |                | 08/16/2023   | 673981         | FOOD FOR CLUBHOUSE                            | 8.50             |
| PERFORMANCE FOOD GROUP ...220561                                |                | 08/16/2023   | 673981         | FOOD FOR CLUBHOUSE                            | 2,175.50         |
| PERFORMANCE FOOD GROUP ...220561                                |                | 08/16/2023   | 675081         | FOOD/SUPPLIES FOR<br>CLUBHOUSE                | 99.18            |
| PERFORMANCE FOOD GROUP ...220561                                |                | 08/16/2023   | 675081         | FOOD/SUPPLIES FOR<br>CLUBHOUSE                | 195.05           |
| PERFORMANCE FOOD GROUP ...220635                                |                | 08/23/2023   | 678978         | FOOD FOR CLUBHOUSE                            | 182.18           |
| PERFORMANCE FOOD GROUP ...220635                                |                | 08/23/2023   | 678978         | FOOD FOR CLUBHOUSE                            | 8.50             |
| PERFORMANCE FOOD GROUP ...220635                                |                | 08/23/2023   | 678978         | FOOD FOR CLUBHOUSE                            | 1,756.43         |
| PERFORMANCE FOOD GROUP ...220635                                |                | 08/23/2023   | 681192         | FOOD FOR CLUBHOUSE                            | 88.58            |
| PERFORMANCE FOOD GROUP ...220635                                |                | 08/23/2023   | 682309         | FOOD FOR CLUBHOUSE                            | 80.57            |
| PERFORMANCE FOOD GROUP ...220635                                |                | 08/23/2023   | 682309         | FOOD FOR CLUBHOUSE                            | 8.50             |
| PERFORMANCE FOOD GROUP ...220635                                |                | 08/23/2023   | 682309         | FOOD FOR CLUBHOUSE                            | 1,994.48         |
| PERFORMANCE FOOD GROUP ...220691                                |                | 08/30/2023   | 687618         | FOOD/SUPPLIES FOR<br>CLUBHOUSE                | 4,029.05         |
| PERFORMANCE FOOD GROUP ...220691                                |                | 08/30/2023   | 690690         | FOOD FOR CLUBHOUSE                            | 223.14           |
| PERFORMANCE FOOD GROUP ...220691                                |                | 08/30/2023   | 690690         | FOOD FOR CLUBHOUSE                            | 8.50             |
| PERFORMANCE FOOD GROUP ...220691                                |                | 08/30/2023   | 690690         | FOOD FOR CLUBHOUSE                            | 1,677.83         |
| PERFORMANCE FOOD GROUP ...220691                                |                | 08/30/2023   | 690690         | FOOD FOR CLUBHOUSE                            | 28.38            |
| <b>Vendor VEN35773 - PERFORMANCE FOOD GROUP INC Total:</b>      |                |              |                |                                               | <b>14,804.94</b> |
| <b>Vendor: VEN11014 - PETER KOERNER</b>                         |                |              |                |                                               |                  |
| PETER KOERNER                                                   | 220692         | 08/30/2023   | 20230821       | HEADSHOTS FOR NEW PUBLIC<br>SAFETY EMPLOYEES  | 300.00           |
| <b>Vendor VEN11014 - PETER KOERNER Total:</b>                   |                |              |                |                                               | <b>300.00</b>    |
| <b>Vendor: VEN36477 - PETER SCHROEDER</b>                       |                |              |                |                                               |                  |
| PETER SCHROEDER                                                 | 220562         | 08/16/2023   | 20230811       | REFUND FOR SELF-PAY<br>OVERPAYMENT            | 230.00           |
| <b>Vendor VEN36477 - PETER SCHROEDER Total:</b>                 |                |              |                |                                               | <b>230.00</b>    |
| <b>Vendor: VEN16157 - PHILLIPS WINE &amp; SPIRITS INC</b>       |                |              |                |                                               |                  |
| PHILLIPS WINE & SPIRITS INC                                     | 220636         | 08/23/2023   | 6641573        | ALCOHOL FOR CLUBHOUSE                         | 182.14           |
| <b>Vendor VEN16157 - PHILLIPS WINE &amp; SPIRITS INC Total:</b> |                |              |                |                                               | <b>182.14</b>    |
| <b>Vendor: VEN16192 - PLUNKETT'S PEST CONTROL, INC</b>          |                |              |                |                                               |                  |
| PLUNKETT'S PEST CONTROL, I...                                   | 220563         | 08/16/2023   | 8128225        | JULY GENERAL PEST CONTROL -<br>FIRE# 2        | 98.43            |
| PLUNKETT'S PEST CONTROL, I...                                   | 220563         | 08/16/2023   | 8128380        | JULY RODENT CONTROL - FIRE#<br>3              | 139.59           |
| PLUNKETT'S PEST CONTROL, I...                                   | 220637         | 08/23/2023   | 8147528        | JULY GENERAL PEST CONTROL -<br>FIRE# 4        | 75.93            |
| PLUNKETT'S PEST CONTROL, I...                                   | 220637         | 08/23/2023   | 8147874        | JULY GENERAL PEST CONTROL -<br>HERO CTR       | 90.00            |
| PLUNKETT'S PEST CONTROL, I...                                   | 220637         | 08/23/2023   | 8148005        | JULY GENERAL PEST CONTROL -<br>CITY HALL      | 172.10           |
| PLUNKETT'S PEST CONTROL, I...                                   | 220637         | 08/23/2023   | 8153587        | JULY GENERAL PEST CONTROL -<br>PUBLIC WORKS   | 89.62            |
| PLUNKETT'S PEST CONTROL, I...                                   | 220637         | 08/23/2023   | 8137085        | JULY GENERAL PEST CONTROL -<br>GOLF COURSE    | 119.65           |
| PLUNKETT'S PEST CONTROL, I...                                   | 220693         | 08/30/2023   | 8115584        | JULY GENERAL PEST CONTROL -<br>CONCESSION     | 57.37            |
| <b>Vendor VEN16192 - PLUNKETT'S PEST CONTROL, INC Total:</b>    |                |              |                |                                               | <b>842.69</b>    |

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| Vendor Name                                                              | Payment Number | Payment Date | Payable Number | Description (Item)                              | Amount            |
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| <b>Vendor: VEN36503 - PRIMA LAND INC</b>                                 |                |              |                |                                                 |                   |
| PRIMA LAND INC                                                           | 220694         | 08/30/2023   | 20230824       | REFUND BUILDING PERMIT #<br>2023-024007         | 88.00             |
| <b>Vendor VEN36503 - PRIMA LAND INC Total:</b>                           |                |              |                |                                                 | <b>88.00</b>      |
| <b>Vendor: VEN16138 - PUBLIC EMPLOYEES RETIREMENT ASSOCIATION</b>        |                |              |                |                                                 |                   |
| PUBLIC EMPLOYEES RETIREM...                                              | 16425          | 08/24/2023   | INV025405      | 08/23/23 BI-WEEKLY PAYROLL<br>07/31/23-08/13/23 | 51,736.20         |
| PUBLIC EMPLOYEES RETIREM...                                              | 16425          | 08/24/2023   | INV025406      | 08/23/23 BI-WEEKLY PAYROLL<br>07/31/23-08/13/23 | 71,671.46         |
| <b>Vendor VEN16138 - PUBLIC EMPLOYEES RETIREMENT ASSOCIATION Total:</b>  |                |              |                |                                                 | <b>123,407.66</b> |
| <b>Vendor: VEN34889 - PULTE HOMES OF MN LLC</b>                          |                |              |                |                                                 |                   |
| PULTE HOMES OF MN LLC                                                    | 220638         | 08/23/2023   | 20230818       | REFUND ESCROW - 6309 63RD<br>ST S               | 5,495.00          |
| PULTE HOMES OF MN LLC                                                    | 220638         | 08/23/2023   | 20230818-A     | REFUND ESCROW - 6305 63RD<br>ST S               | 5,495.00          |
| PULTE HOMES OF MN LLC                                                    | 220638         | 08/23/2023   | 20230818-B     | REFUND ESCROW - 6298<br>GRAITON AVE S           | 5,495.00          |
| PULTE HOMES OF MN LLC                                                    | 220638         | 08/23/2023   | 20230818-C     | REFUND ESCROW - 6296<br>GRAITON AVE S           | 5,495.00          |
| PULTE HOMES OF MN LLC                                                    | 220638         | 08/23/2023   | 20230818-D     | REFUND ESCROW - 6306 63RD<br>ST S               | 5,495.00          |
| PULTE HOMES OF MN LLC                                                    | 220638         | 08/23/2023   | 20230818-E     | REFUND ESCROW - 6299 63RD<br>ST S               | 5,495.00          |
| PULTE HOMES OF MN LLC                                                    | 220638         | 08/23/2023   | 20230818-F     | REFUND ESCROW - 6311<br>GRAITON AVE S           | 5,495.00          |
| PULTE HOMES OF MN LLC                                                    | 220638         | 08/23/2023   | 20230818-G     | REFUND ESCROW - 6492<br>HIGHLAND HILLS CURVE S  | 6,295.00          |
| <b>Vendor VEN34889 - PULTE HOMES OF MN LLC Total:</b>                    |                |              |                |                                                 | <b>44,760.00</b>  |
| <b>Vendor: VEN17336 - QUALITY PROPANE, INC</b>                           |                |              |                |                                                 |                   |
| QUALITY PROPANE, INC                                                     | 16379          | 08/16/2023   | 4214365        | BULK CYL                                        | 62.10             |
| <b>Vendor VEN17336 - QUALITY PROPANE, INC Total:</b>                     |                |              |                |                                                 | <b>62.10</b>      |
| <b>Vendor: VEN18051 - R &amp; R SPECIALTIES OF WISCONSIN, INC</b>        |                |              |                |                                                 |                   |
| R & R SPECIALTIES OF WISCO...                                            | 16426          | 08/24/2023   | 79385-IN       | BLADE SHARPENING                                | 90.00             |
| <b>Vendor VEN18051 - R &amp; R SPECIALTIES OF WISCONSIN, INC Total:</b>  |                |              |                |                                                 | <b>90.00</b>      |
| <b>Vendor: VEN35429 - R.L. LARSON EXCAVATING INC</b>                     |                |              |                |                                                 |                   |
| R.L. LARSON EXCAVATING INC                                               | 220639         | 08/23/2023   | 751            | ER HYDRANT REPAIR-WATER                         | 9,869.88          |
| R.L. LARSON EXCAVATING INC                                               | 220639         | 08/23/2023   | 752            | ER HYDRANT REPAIR -WATER                        | 11,465.98         |
| <b>Vendor VEN35429 - R.L. LARSON EXCAVATING INC Total:</b>               |                |              |                |                                                 | <b>21,335.86</b>  |
| <b>Vendor: VEN32756 - RAMSEY/WASHINGTON RECYCLING &amp; ENERGY</b>       |                |              |                |                                                 |                   |
| RAMSEY/WASHINGTON RECY...                                                | 220564         | 08/16/2023   | RESFA-006544   | TRASH DISPOSAL -                                | 1,027.95          |
| <b>Vendor VEN32756 - RAMSEY/WASHINGTON RECYCLING &amp; ENERGY Total:</b> |                |              |                |                                                 | <b>1,027.95</b>   |
| <b>Vendor: VEN35788 - RELIABLE DRUG &amp; ALCOHOL INC</b>                |                |              |                |                                                 |                   |
| RELIABLE DRUG & ALCOHOL I...                                             | 220640         | 08/23/2023   | 5424           | DRUG TEST / LAB FEE                             | 50.00             |
| RELIABLE DRUG & ALCOHOL I...                                             | 220640         | 08/23/2023   | 5424           | DRUG TEST / LAB FEE                             | 50.00             |
| <b>Vendor VEN35788 - RELIABLE DRUG &amp; ALCOHOL INC Total:</b>          |                |              |                |                                                 | <b>100.00</b>     |
| <b>Vendor: VEN36488 - RENO MOTHES</b>                                    |                |              |                |                                                 |                   |
| RENO MOTHES                                                              | 220565         | 08/16/2023   | 20230814       | MEN'S SOFTBALL UMPIRE<br>PAYMENT                | 1,174.00          |
| <b>Vendor VEN36488 - RENO MOTHES Total:</b>                              |                |              |                |                                                 | <b>1,174.00</b>   |
| <b>Vendor: VEN18156 - RIVER COUNTRY COOPERATIVE</b>                      |                |              |                |                                                 |                   |
| RIVER COUNTRY COOPERATIVE                                                | 16380          | 08/16/2023   | 197491         | 170.7 GAL DYED DIESEL                           | 592.92            |
| RIVER COUNTRY COOPERATIVE                                                | 16459          | 08/30/2023   | 161359         | 209.1 GALLONS DYED DIESEL                       | 779.93            |
| RIVER COUNTRY COOPERATIVE                                                | 16459          | 08/30/2023   | 198725         | 519.1 GALLONS UNLEADED<br>GASOLINE              | 1,829.83          |
| RIVER COUNTRY COOPERATIVE                                                | 16380          | 08/16/2023   | 197490         | 87 UNLEADED GASOLINE -<br>387.8 GAL             | 1,391.81          |
| RIVER COUNTRY COOPERATIVE                                                | 16459          | 08/30/2023   | 199803         | 155.50 GAL DYED DIESEL                          | 614.91            |

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| RIVER COUNTRY COOPERATIVE                                | 16459          | 08/30/2023   | 199853         | 365.70 GAL UNLEADED GASOLINE                  | 1,234.24  |
| Vendor VEN18156 - RIVER COUNTRY COOPERATIVE Total:       |                |              |                |                                               | 6,443.64  |
| Vendor: VEN35322 - ROBERT F REARDON                      |                |              |                |                                               |           |
| ROBERT F REARDON                                         | 220566         | 08/16/2023   | 10             | EMS TRAINING - FLORES                         | 1,100.00  |
| Vendor VEN35322 - ROBERT F REARDON Total:                |                |              |                |                                               | 1,100.00  |
| Vendor: VEN36486 - ROBERT WESCOTT                        |                |              |                |                                               |           |
| ROBERT WESCOTT                                           | 220567         | 08/16/2023   | 20230814       | PETER THOMPSON FACILITY RENTAL CANCELLATION   | 175.00    |
| Vendor VEN36486 - ROBERT WESCOTT Total:                  |                |              |                |                                               | 175.00    |
| Vendor: VEN30854 - ROHN INDUSTRIES, INC                  |                |              |                |                                               |           |
| ROHN INDUSTRIES, INC                                     | 16460          | 08/30/2023   | 5548           | DOCUMENT SHREDDING                            | 55.90     |
| ROHN INDUSTRIES, INC                                     | 16460          | 08/30/2023   | 5548           | DOCUMENT SHREDDING                            | 17.73     |
| Vendor VEN30854 - ROHN INDUSTRIES, INC Total:            |                |              |                |                                               | 73.63     |
| Vendor: VEN36475 - ROSE ZENNER                           |                |              |                |                                               |           |
| ROSE ZENNER                                              | 220568         | 08/16/2023   | 20230809       | WATER EFFICIENCY REBATE - 9496 HARKNESS AVE S | 200.00    |
| Vendor VEN36475 - ROSE ZENNER Total:                     |                |              |                |                                               | 200.00    |
| Vendor: VEN18016 - RUMPCA COMPANIES, INC.                |                |              |                |                                               |           |
| RUMPCA COMPANIES, INC.                                   | 220695         | 08/30/2023   | 12837          | SCREENING STREET SWEEPING -                   | 7,000.00  |
| Vendor VEN18016 - RUMPCA COMPANIES, INC. Total:          |                |              |                |                                               | 7,000.00  |
| Vendor: VEN36498 - SAMARA ANDERSON                       |                |              |                |                                               |           |
| SAMARA ANDERSON                                          | 220696         | 08/30/2023   | 20230823       | WATER EFFICIENCY REBATE - 9673 65TH ST S      | 300.00    |
| Vendor VEN36498 - SAMARA ANDERSON Total:                 |                |              |                |                                               | 300.00    |
| Vendor: VEN35116 - SCHAEFFER MANUFACTURING COMPANY       |                |              |                |                                               |           |
| SCHAEFFER MANUFACTURING...                               | 220569         | 08/16/2023   | AZ8983-INV1    | GEAR LUBE, CITROL - STOCK                     | 1,166.22  |
| SCHAEFFER MANUFACTURING...                               | 220569         | 08/16/2023   | AZ8983-INV1    | GEAR LUBE, CITROL - STOCK                     | 234.24    |
| Vendor VEN35116 - SCHAEFFER MANUFACTURING COMPANY Total: |                |              |                |                                               | 1,400.46  |
| Vendor: VEN29489 - SCHILLING SUPPLY COMPANY              |                |              |                |                                               |           |
| SCHILLING SUPPLY COMPANY                                 | 16381          | 08/16/2023   | 927109-01      | GEN 2 FOAM - PARKS                            | 322.63    |
| SCHILLING SUPPLY COMPANY                                 | 16381          | 08/16/2023   | 927109-01      | GEN 2 FOAM - PARKS                            | 322.63    |
| SCHILLING SUPPLY COMPANY                                 | 16381          | 08/16/2023   | 928599-00      | CANLINER PRICED INCORRECTLY FROM INV926363    | -46.17    |
| SCHILLING SUPPLY COMPANY                                 | 16427          | 08/24/2023   | 929080-00      | CLEANING SUPPLIES                             | 414.96    |
| SCHILLING SUPPLY COMPANY                                 | 16427          | 08/24/2023   | 929113-00      | BATH TISSUE/TOWELS - CITY HALL                | 654.76    |
| SCHILLING SUPPLY COMPANY                                 | 16461          | 08/30/2023   | 929498-00      | PAPER TOWEL ROLLS                             | 252.63    |
| Vendor VEN29489 - SCHILLING SUPPLY COMPANY Total:        |                |              |                |                                               | 1,921.44  |
| Vendor: VEN36493 - SHANE & NICOLE DAVIS                  |                |              |                |                                               |           |
| SHANE & NICOLE DAVIS                                     | 220641         | 08/23/2023   | 20230817       | REFUND UB ACCT#800049099 - 9639 HAMLET AVE S  | 35.80     |
| Vendor VEN36493 - SHANE & NICOLE DAVIS Total:            |                |              |                |                                               | 35.80     |
| Vendor: VEN19284 - SHERWIN WILLIAMS                      |                |              |                |                                               |           |
| SHERWIN WILLIAMS                                         | 220642         | 08/23/2023   | 4068-4         | PAINT FOR CITY HALL                           | 55.24     |
| Vendor VEN19284 - SHERWIN WILLIAMS Total:                |                |              |                |                                               | 55.24     |
| Vendor: VEN19467 - SHORT ELLIOTT HENDRICKSON INC.        |                |              |                |                                               |           |
| SHORT ELLIOTT HENDRICKSON..                              | 16382          | 08/16/2023   | 449316         | GOODVIEW AVE WATER MAIN IMPROVEMENTS          | 6,482.54  |
| SHORT ELLIOTT HENDRICKSON..                              | 16382          | 08/16/2023   | 449317         | GRANGE TRUNK WATER MAIN IMPROVEMENTS          | 10,607.80 |
| Vendor VEN19467 - SHORT ELLIOTT HENDRICKSON INC. Total:  |                |              |                |                                               | 17,090.34 |
| Vendor: VEN35036 - SIEVERS CREATIVE LLC                  |                |              |                |                                               |           |
| SIEVERS CREATIVE LLC                                     | 16462          | 08/30/2023   | INV-002669     | SEPTEMBER WEBSITE                             | 115.00    |

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| SIEVERS CREATIVE LLC                                                | 16462          | 08/30/2023   | INV-002669     | SEPTEMBER SOCIAL MEDIA                             | 1,292.00   |
| Vendor VEN35036 - SIEVERS CREATIVE LLC Total:                       |                |              |                |                                                    | 1,407.00   |
| <b>Vendor: VEN35232 - SITEONE LANDSCAPE SUPPLY HOLDING LLC</b>      |                |              |                |                                                    |            |
| SITEONE LANDSCAPE SUPPLY ...                                        | 220570         | 08/16/2023   | 132963284-001  | IRRIGATION PARTS - PVC EXPANSION REPAIR            | 305.97     |
| SITEONE LANDSCAPE SUPPLY ...                                        | 220570         | 08/16/2023   | 132994555-001  | IRRIGATION PARTS- PVC EXPANSION REPAIR             | 356.71     |
| SITEONE LANDSCAPE SUPPLY ...                                        | 220570         | 08/16/2023   | 133035447-001  | IRRIGATION PARTS - SCH 40 PVC                      | 49.08      |
| SITEONE LANDSCAPE SUPPLY ...                                        | 220570         | 08/16/2023   | 133321156-001  | ADPTES/BUSHINGS/PVC-PARKS                          | 110.84     |
| SITEONE LANDSCAPE SUPPLY ...                                        | 220570         | 08/16/2023   | 133321297-001  | ADAPTER/SOCKET -PARKS                              | 1.23       |
| SITEONE LANDSCAPE SUPPLY ...                                        | 220570         | 08/16/2023   | 133338326-001  | LANDSCAPING SUPPLIES                               | 425.59     |
| SITEONE LANDSCAPE SUPPLY ...                                        | 220643         | 08/23/2023   | 133464186-001  | ROTOR RISER W/CHECK VALVE & PRS PRESSURE REG -PARK | 124.22     |
| Vendor VEN35232 - SITEONE LANDSCAPE SUPPLY HOLDING LLC Total:       |                |              |                |                                                    | 1,373.64   |
| <b>Vendor: VEN35034 - SMOOT ENTERPRISES ADVANCED SPORTSWEAR LLC</b> |                |              |                |                                                    |            |
| SMOOT ENTERPRISES ADVAN...                                          | 16463          | 08/30/2023   | 15602          | CONES FOR OPEN HOUSE - STREETS                     | 641.28     |
| SMOOT ENTERPRISES ADVAN...                                          | 16463          | 08/30/2023   | 15435          | SOFTBALL SHIRTS                                    | 224.50     |
| Vendor VEN35034 - SMOOT ENTERPRISES ADVANCED SPORTSWEAR LLC Total:  |                |              |                |                                                    | 865.78     |
| <b>Vendor: VEN19285 - SOUTH EAST TOWING INC</b>                     |                |              |                |                                                    |            |
| SOUTH EAST TOWING INC                                               | 220571         | 08/16/2023   | 20230801       | MONTHLY TOWING                                     | 360.80     |
| Vendor VEN19285 - SOUTH EAST TOWING INC Total:                      |                |              |                |                                                    | 360.80     |
| <b>Vendor: VEN30618 - SOUTH ST PAUL STEEL SUPPLY CO, INC</b>        |                |              |                |                                                    |            |
| SOUTH ST PAUL STEEL SUPPLY...                                       | 220644         | 08/23/2023   | 1168461-A      | STEEL STOCK                                        | 92.50      |
| Vendor VEN30618 - SOUTH ST PAUL STEEL SUPPLY CO, INC Total:         |                |              |                |                                                    | 92.50      |
| <b>Vendor: VEN36224 - SQUEAKY CLEANERS AND PAINTERS</b>             |                |              |                |                                                    |            |
| SQUEAKY CLEANERS AND PAI...                                         | 220572         | 08/16/2023   | INV0116        | CLEANING SERVICES                                  | 5,400.00   |
| SQUEAKY CLEANERS AND PAI...                                         | 220572         | 08/16/2023   | INV0116        | CLEANING SERVICES                                  | 1,690.00   |
| SQUEAKY CLEANERS AND PAI...                                         | 220572         | 08/16/2023   | INV0116        | CLEANING SERVICES                                  | 1,432.00   |
| SQUEAKY CLEANERS AND PAI...                                         | 220572         | 08/16/2023   | INV0116        | CLEANING SERVICES                                  | 2,500.00   |
| Vendor VEN36224 - SQUEAKY CLEANERS AND PAINTERS Total:              |                |              |                |                                                    | 11,022.00  |
| <b>Vendor: VEN29560 - STANDARD INSURANCE COMPANY</b>                |                |              |                |                                                    |            |
| STANDARD INSURANCE COM...                                           | 220697         | 08/30/2023   | 20230823       | COBRA LIFE&LTD INS PREMIUM- SEPTEMBER 2023         | 18.08      |
| STANDARD INSURANCE COM...                                           | 220697         | 08/30/2023   | 20230823       | EMPLOYER BASIC LIFE INS PREMIUM-SEPTEMBER 2023     | 1,174.93   |
| STANDARD INSURANCE COM...                                           | 220697         | 08/30/2023   | 20230823       | EMPLOYEE LIFE INS PREMIUM-SEPTEMBER 2023           | 2,744.62   |
| STANDARD INSURANCE COM...                                           | 220697         | 08/30/2023   | 20230823       | EMPLOYER LTD INS PREMIUM-SEPTEMBER 2023            | 3,124.90   |
| Vendor VEN29560 - STANDARD INSURANCE COMPANY Total:                 |                |              |                |                                                    | 7,062.53   |
| <b>Vendor: VEN31218 - STANTEC CONSULTING SERVICES INC</b>           |                |              |                |                                                    |            |
| STANTEC CONSULTING SERVI...                                         | 16464          | 08/30/2023   | 2110636        | CITY OF COTTAGE GROVE WATER UTILITY                | 168,709.70 |
| Vendor VEN31218 - STANTEC CONSULTING SERVICES INC Total:            |                |              |                |                                                    | 168,709.70 |
| <b>Vendor: VEN19525 - STRYKER SALES CORPORATION</b>                 |                |              |                |                                                    |            |
| STRYKER SALES CORPORATION                                           | 16428          | 08/24/2023   | 9204402317     | MAINT AGRMT - STRETCHERS/LUCAS DEVICES/MONITORS    | 16,229.90  |
| Vendor VEN19525 - STRYKER SALES CORPORATION Total:                  |                |              |                |                                                    | 16,229.90  |
| <b>Vendor: VEN35921 - SUNRAM CONSTRUCTION INC</b>                   |                |              |                |                                                    |            |
| SUNRAM CONSTRUCTION INC                                             | 220698         | 08/30/2023   | 20230821       | GVP - REPLACEMENT CASTING STORM MANHOLE SS-6       | 498.39     |
| Vendor VEN35921 - SUNRAM CONSTRUCTION INC Total:                    |                |              |                |                                                    | 498.39     |
| <b>Vendor: VEN31202 - SUPERIOR TURF SERVICES, INC</b>               |                |              |                |                                                    |            |
| SUPERIOR TURF SERVICES, INC                                         | 220699         | 08/30/2023   | 4282           | FERTILIZERS/PESTICIDES                             | 4.87       |



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| SUPERIOR TURF SERVICES, INC                                          | 220699         | 08/30/2023   | 4282             | FERTILIZERS/PESTICIDES                           | 2,456.36  |
| Vendor VEN31202 - SUPERIOR TURF SERVICES, INC Total:                 |                |              |                  |                                                  | 2,461.23  |
| Vendor: VEN20035 - T.A. SCHIFSKY & SONS INC                          |                |              |                  |                                                  |           |
| T.A. SCHIFSKY & SONS INC                                             | 220645         | 08/23/2023   | 69482            | ASPHALT MIX                                      | 33,963.93 |
| T.A. SCHIFSKY & SONS INC                                             | 220645         | 08/23/2023   | 69449            | ASPHALT MIX                                      | 3,086.93  |
| T.A. SCHIFSKY & SONS INC                                             | 220700         | 08/30/2023   | 69513            | ASPHALT MIX                                      | 20,446.58 |
| T.A. SCHIFSKY & SONS INC                                             | 220700         | 08/30/2023   | 69513B           | AGGREGATE MIX/TACK OIL - GROSPOINT - WATER       | 1,030.72  |
| Vendor VEN20035 - T.A. SCHIFSKY & SONS INC Total:                    |                |              |                  |                                                  | 58,528.16 |
| Vendor: VEN31193 - TAMMY ANDERSON                                    |                |              |                  |                                                  |           |
| TAMMY ANDERSON                                                       | 220701         | 08/30/2023   | 20230822         | REIMBURSEMENT - CERTIFIED MAIL XCEL NOTIFICATION | 19.94     |
| Vendor VEN31193 - TAMMY ANDERSON Total:                              |                |              |                  |                                                  | 19.94     |
| Vendor: VEN35338 - TECTA AMERICA CORPORATION                         |                |              |                  |                                                  |           |
| TECTA AMERICA CORPORATI...                                           | 16465          | 08/30/2023   | S510113909       | FRONT ENTRANCE LEAK RPR - CITY HALL              | 1,500.00  |
| Vendor VEN35338 - TECTA AMERICA CORPORATION Total:                   |                |              |                  |                                                  | 1,500.00  |
| Vendor: VEN20049 - TENNIS ROLL OFF, L.L.C.                           |                |              |                  |                                                  |           |
| TENNIS ROLL OFF, L.L.C.                                              | 220573         | 08/16/2023   | 3667789          | 30 YD DUMPSTER - PW                              | 300.66    |
| TENNIS ROLL OFF, L.L.C.                                              | 220573         | 08/16/2023   | 3667789          | 30 YD DUMPSTER - PW                              | 300.66    |
| TENNIS ROLL OFF, L.L.C.                                              | 220573         | 08/16/2023   | 3667789          | 30 YD DUMPSTER - PW                              | 300.66    |
| TENNIS ROLL OFF, L.L.C.                                              | 220573         | 08/16/2023   | 3667789          | 30 YD DUMPSTER - PW                              | 300.66    |
| Vendor VEN20049 - TENNIS ROLL OFF, L.L.C. Total:                     |                |              |                  |                                                  | 1,202.64  |
| Vendor: VEN34343 - TENVOORDE FORD, INC                               |                |              |                  |                                                  |           |
| TENVOORDE FORD, INC                                                  | 220702         | 08/30/2023   | INV23055         | 2023 F150 - SQ 2369                              | 43,228.76 |
| TENVOORDE FORD, INC                                                  | 220702         | 08/30/2023   | INV23056         | 2023 F150 - SQ 2370                              | 43,228.76 |
| Vendor VEN34343 - TENVOORDE FORD, INC Total:                         |                |              |                  |                                                  | 86,457.52 |
| Vendor: VEN35024 - TERRAFORM POWER LLC                               |                |              |                  |                                                  |           |
| TERRAFORM POWER LLC                                                  | 16466          | 08/30/2023   | 200100202928     | SOLAR PRODUCTION CENTRAL FIRE                    | 1,529.50  |
| Vendor VEN35024 - TERRAFORM POWER LLC Total:                         |                |              |                  |                                                  | 1,529.50  |
| Vendor: VEN32056 - THE COTTAGE GROVE PROFESSIONAL FIREFIGHTERS       |                |              |                  |                                                  |           |
| THE COTTAGE GROVE PROFES...                                          | 16429          | 08/24/2023   | INV025402        | 08/23/23 BI-WEEKLY PAYROLL 07/31/23-08/13/23     | 550.00    |
| Vendor VEN32056 - THE COTTAGE GROVE PROFESSIONAL FIREFIGHTERS Total: |                |              |                  |                                                  | 550.00    |
| Vendor: VEN33682 - THE GRAPHIC EDGE, INC                             |                |              |                  |                                                  |           |
| THE GRAPHIC EDGE, INC                                                | 220574         | 08/16/2023   | 1679960          | HOCKEY CAMP                                      | 525.63    |
| Vendor VEN33682 - THE GRAPHIC EDGE, INC Total:                       |                |              |                  |                                                  | 525.63    |
| Vendor: VEN35841 - THEISEN VENDING COMPANY INC                       |                |              |                  |                                                  |           |
| THEISEN VENDING COMPANY ...                                          | 220575         | 08/16/2023   | 28703            | COFFEE SUPPLIES-HERO CENTER                      | 63.52     |
| Vendor VEN35841 - THEISEN VENDING COMPANY INC Total:                 |                |              |                  |                                                  | 63.52     |
| Vendor: VEN30281 - THOMSON REUTERS                                   |                |              |                  |                                                  |           |
| THOMSON REUTERS                                                      | 220646         | 08/23/2023   | 848736339        | INFORMATION CHARGES                              | 220.92    |
| Vendor VEN30281 - THOMSON REUTERS Total:                             |                |              |                  |                                                  | 220.92    |
| Vendor: VEN33351 - TIME COMMUNICATIONS, INC                          |                |              |                  |                                                  |           |
| TIME COMMUNICATIONS, INC                                             | 220703         | 08/30/2023   | 2003-081823      | ANSWERING SVC                                    | 578.65    |
| Vendor VEN33351 - TIME COMMUNICATIONS, INC Total:                    |                |              |                  |                                                  | 578.65    |
| Vendor: VEN30420 - T-MOBILE USA, INC                                 |                |              |                  |                                                  |           |
| T-MOBILE USA, INC                                                    | 220576         | 08/16/2023   | 991230196-202307 | DATA CARDS - 07/12 - 07/20/23                    | 36.95     |
| T-MOBILE USA, INC                                                    | 220576         | 08/16/2023   | 991230196-202307 | DATA CARDS - 07/12 - 07/20/23                    | 7.39      |
| T-MOBILE USA, INC                                                    | 220576         | 08/16/2023   | 991230196-202307 | DATA CARDS - 07/12 - 07/20/23                    | 7.39      |
| T-MOBILE USA, INC                                                    | 220576         | 08/16/2023   | 991230196-202307 | DATA CARDS - 07/12 - 07/20/23                    | 88.68     |

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|---------------------------------------------------------|----------------|--------------|------------------|---------------------------------------------------|-----------|
| T-MOBILE USA, INC                                       | 220576         | 08/16/2023   | 991230196-202307 | DATA CARDS - 07/12 - 07/20/23                     | 7.39      |
| T-MOBILE USA, INC                                       | 220576         | 08/16/2023   | 991230196-202307 | DATA CARDS - 07/12 - 07/20/23                     | 3.69      |
| T-MOBILE USA, INC                                       | 220576         | 08/16/2023   | 991230196-202307 | DATA CARDS - 07/12 - 07/20/23                     | 3.70      |
| T-MOBILE USA, INC                                       | 220576         | 08/16/2023   | 991230196-202307 | DATA CARDS - 07/12 - 07/20/23                     | 14.78     |
| Vendor VEN30420 - T-MOBILE USA, INC Total:              |                |              |                  |                                                   | 169.97    |
| Vendor: VEN35392 - TOP GOLF USA INC                     |                |              |                  |                                                   |           |
| TOP GOLF USA INC                                        | 16383          | 08/16/2023   | 91366204         | TOP TRACER LICENSE FEES                           | 4,809.38  |
| Vendor VEN35392 - TOP GOLF USA INC Total:               |                |              |                  |                                                   | 4,809.38  |
| Vendor: VEN29205 - TOTAL MECHANICAL SERVICES, INC       |                |              |                  |                                                   |           |
| TOTAL MECHANICAL SERVICES...                            | 16384          | 08/16/2023   | 57327            | NORTH RINK CONDENSER REPAIR                       | 2,335.25  |
| Vendor VEN29205 - TOTAL MECHANICAL SERVICES, INC Total: |                |              |                  |                                                   | 2,335.25  |
| Vendor: VEN20148 - TOUR EDGE GOLF MFG, INC              |                |              |                  |                                                   |           |
| TOUR EDGE GOLF MFG, INC                                 | 220577         | 08/16/2023   | IN-01655281      | PROSHOP MERCHANDISE                               | 2,493.00  |
| Vendor VEN20148 - TOUR EDGE GOLF MFG, INC Total:        |                |              |                  |                                                   | 2,493.00  |
| Vendor: VEN20030 - TRIO SUPPLY COMPANY                  |                |              |                  |                                                   |           |
| TRIO SUPPLY COMPANY                                     | 16467          | 08/30/2023   | 857255           | RESTAURANT SUPPLIES                               | 655.04    |
| TRIO SUPPLY COMPANY                                     | 16467          | 08/30/2023   | 857255           | RESTAURANT SUPPLIES                               | 3.00      |
| TRIO SUPPLY COMPANY                                     | 16430          | 08/24/2023   | 859045           | RESTAURANT SUPPLIES                               | 408.08    |
| TRIO SUPPLY COMPANY                                     | 16430          | 08/24/2023   | 859045           | RESTAURANT SUPPLIES                               | 332.96    |
| Vendor VEN20030 - TRIO SUPPLY COMPANY Total:            |                |              |                  |                                                   | 1,399.08  |
| Vendor: VEN20095 - TRI-STATE BOBCAT, INC.               |                |              |                  |                                                   |           |
| TRI-STATE BOBCAT, INC.                                  | 16385          | 08/16/2023   | N15743           | T76 BOBCAT LOADER RENTAL CONTRACT 7/28/23-8/27/23 | 695.00    |
| TRI-STATE BOBCAT, INC.                                  | 16385          | 08/16/2023   | N15744           | S76 BOBCAT LOADER RENTAL CONTRACT 7/28/23-8/27/23 | 525.00    |
| TRI-STATE BOBCAT, INC.                                  | 16468          | 08/30/2023   | C79673           | PREVENTATIVE MAINTENANCE - 8202/36338             | 717.52    |
| TRI-STATE BOBCAT, INC.                                  | 16468          | 08/30/2023   | C79665           | T770 RENTAL - RPL GLASS SLIDER - 31MISC/36339     | 691.76    |
| Vendor VEN20095 - TRI-STATE BOBCAT, INC. Total:         |                |              |                  |                                                   | 2,629.28  |
| Vendor: VEN36489 - TYLER SOHNER                         |                |              |                  |                                                   |           |
| TYLER SOHNER                                            | 220647         | 08/23/2023   | 20230816         | WATER EFFICIENCY REBATE - 8058 GRAFTON AVE S      | 300.00    |
| Vendor VEN36489 - TYLER SOHNER Total:                   |                |              |                  |                                                   | 300.00    |
| Vendor: VEN22333 - VALLEY SALES OF HASTINGS, INC.       |                |              |                  |                                                   |           |
| VALLEY SALES OF HASTINGS, I...                          | 220578         | 08/16/2023   | 47325            | 2 WHEEL ALIGNMENT - 2159/36221                    | 109.99    |
| VALLEY SALES OF HASTINGS, I...                          | 220648         | 08/23/2023   | 47532            | RPL STARTER & BATTERY CABLE - 3118/36280          | 581.98    |
| Vendor VEN22333 - VALLEY SALES OF HASTINGS, INC. Total: |                |              |                  |                                                   | 691.97    |
| Vendor: VEN22335 - VALLEY-RICH COMPANY INC              |                |              |                  |                                                   |           |
| VALLEY-RICH COMPANY INC                                 | 220704         | 08/30/2023   | 32365            | ER SEWER REPAIR - GROSPPOINT AVE                  | 5,651.17  |
| VALLEY-RICH COMPANY INC                                 | 220704         | 08/30/2023   | 32345            | ER WORK AT 90TH AND INWOOD                        | 13,987.09 |
| Vendor VEN22335 - VALLEY-RICH COMPANY INC Total:        |                |              |                  |                                                   | 19,638.26 |
| Vendor: VEN35692 - VAN METER INC                        |                |              |                  |                                                   |           |
| VAN METER INC                                           | 220649         | 08/23/2023   | SO12841271.001   | FLUORESCENT LIGHT BULBS                           | 79.92     |
| VAN METER INC                                           | 220579         | 08/16/2023   | SO12851140.001   | CUTTING REELS -STREETLIGHTS                       | 872.76    |
| VAN METER INC                                           | 220579         | 08/16/2023   | SO12852919.001   | EXPANSION CPLG - STREETLIGHT PARTS                | 403.05    |
| VAN METER INC                                           | 220579         | 08/16/2023   | SO12852935.001   | KEYSTONE TECH - STREETLIGHTS                      | 52.98     |

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| VAN METER INC                                                                    | 220579         | 08/16/2023   | S012860705.001 | WALL SWITCH/LIGH PLATE - PW         | 333.93    |
| Vendor VEN35692 - VAN METER INC Total:                                           |                |              |                |                                     | 1,742.64  |
| <b>Vendor: VEN22353 - VERIZON WIRELESS</b>                                       |                |              |                |                                     |           |
| VERIZON WIRELESS                                                                 | 16386          | 08/16/2023   | 9940725048     | BUILDING DATA CARDS                 | -89.29    |
| VERIZON WIRELESS                                                                 | 16386          | 08/16/2023   | 9940725048     | EMERGENCY MANAGEMENT DATA CARDS     | 40.01     |
| VERIZON WIRELESS                                                                 | 16386          | 08/16/2023   | 9940725048     | POLICE DATA CARDS                   | 1,199.54  |
| VERIZON WIRELESS                                                                 | 16386          | 08/16/2023   | 9940725048     | FIRE DATA CARDS                     | 120.03    |
| VERIZON WIRELESS                                                                 | 16386          | 08/16/2023   | 9940725048     | STREETS DATA CARDS                  | 165.32    |
| VERIZON WIRELESS                                                                 | 16386          | 08/16/2023   | 9940725048     | PW ADMIN DATA CARDS                 | 35.01     |
| VERIZON WIRELESS                                                                 | 16386          | 08/16/2023   | 9940725048     | PARKS DATA CARDS                    | 630.78    |
| VERIZON WIRELESS                                                                 | 16386          | 08/16/2023   | 9940725048     | STORMWATER DATA CARDS               | 40.01     |
| VERIZON WIRELESS                                                                 | 16386          | 08/16/2023   | 9940725048     | STORMWATER DATA CARDS               | 40.01     |
| VERIZON WIRELESS                                                                 | 16386          | 08/16/2023   | 9940725048     | STORMWATER DATA CARDS               | 35.01     |
| VERIZON WIRELESS                                                                 | 16386          | 08/16/2023   | 9940725048     | WATER DATA CARDS                    | 530.70    |
| VERIZON WIRELESS                                                                 | 16386          | 08/16/2023   | 9940725048     | SEWER DATA CARDS                    | 55.57     |
| VERIZON WIRELESS                                                                 | 16386          | 08/16/2023   | 9940725048     | FIRE/EMS DATA CARDS                 | 140.04    |
| VERIZON WIRELESS                                                                 | 16386          | 08/16/2023   | 9940725048     | FLEET DATA CARDS                    | 10.28     |
| VERIZON WIRELESS                                                                 | 16386          | 08/16/2023   | 9940725048     | FACILITIES DATA CARDS               | 50.29     |
| VERIZON WIRELESS                                                                 | 16386          | 08/16/2023   | 9940725048     | IT DATA CARDS                       | 120.03    |
| Vendor VEN22353 - VERIZON WIRELESS Total:                                        |                |              |                |                                     | 3,123.34  |
| <b>Vendor: VEN22338 - VERSATILE VEHICLES, INC.</b>                               |                |              |                |                                     |           |
| VERSATILE VEHICLES, INC.                                                         | 220705         | 08/30/2023   | 104922         | TOURNAMENT FLEET RENTAL/15 GAS CARS | 1,437.00  |
| Vendor VEN22338 - VERSATILE VEHICLES, INC. Total:                                |                |              |                |                                     | 1,437.00  |
| <b>Vendor: VEN22360 - VINCO, INC.</b>                                            |                |              |                |                                     |           |
| VINCO, INC.                                                                      | 220712         | 08/30/2023   | 3              | PMT #3 GLACIAL VALLEY PARK BUILDING | 20,045.00 |
| Vendor VEN22360 - VINCO, INC. Total:                                             |                |              |                |                                     | 20,045.00 |
| <b>Vendor: VEN23139 - WASHINGTON COUNTY PUBLIC HEALTH &amp; ENVIRONMENT DEPT</b> |                |              |                |                                     |           |
| WASHINGTON COUNTY PUBLI...                                                       | 16388          | 08/16/2023   | 20230810       | JULY CHARGES                        | 360.13    |
| Vendor VEN23139 - WASHINGTON COUNTY PUBLIC HEALTH & ENVIRONMENT DEPT Total:      |                |              |                |                                     | 360.13    |
| <b>Vendor: VEN34963 - WASTE MANAGEMENT OF MINNESOTA INC</b>                      |                |              |                |                                     |           |
| WASTE MANAGEMENT OF MI...                                                        | 220706         | 08/30/2023   | 8941028-2282-8 | COMPOST DUMPSTER SVC                | 493.86    |
| Vendor VEN34963 - WASTE MANAGEMENT OF MINNESOTA INC Total:                       |                |              |                |                                     | 493.86    |
| <b>Vendor: VEN29141 - WATSON COMPANY INC.</b>                                    |                |              |                |                                     |           |
| WATSON COMPANY INC.                                                              | 16389          | 08/16/2023   | 135585         | SNACKS FOR ICE ARENA                | 850.68    |
| WATSON COMPANY INC.                                                              | 16389          | 08/16/2023   | 136179         | ADVENTURE CAMP                      | 221.46    |
| WATSON COMPANY INC.                                                              | 16469          | 08/30/2023   | 136180         | CANDY AND SNACKS FOR CLUBHOUSE      | 6.00      |
| WATSON COMPANY INC.                                                              | 16469          | 08/30/2023   | 136180         | CANDY AND SNACKS FOR CLUBHOUSE      | 383.07    |
| WATSON COMPANY INC.                                                              | 16469          | 08/30/2023   | 136344         | SNACKS FOR ICE ARENA                | 952.31    |
| WATSON COMPANY INC.                                                              | 16431          | 08/24/2023   | P89830         | SNACKS FOR CLUBHOUSE                | 447.34    |
| Vendor VEN29141 - WATSON COMPANY INC. Total:                                     |                |              |                |                                     | 2,860.86  |
| <b>Vendor: VEN23122 - WEATHER WATCH INC</b>                                      |                |              |                |                                     |           |
| WEATHER WATCH INC                                                                | 16432          | 08/24/2023   | 12289          | WEATHER SERVICE -                   | 220.00    |
| Vendor VEN23122 - WEATHER WATCH INC Total:                                       |                |              |                |                                     | 220.00    |
| <b>Vendor: VEN31294 - WESTWOOD PROFESSIONAL SERVICES</b>                         |                |              |                |                                     |           |
| WESTWOOD PROFESSIONAL S...                                                       | 220650         | 08/23/2023   | 1230500095     | PHASE LS01 FINAL PLATTING           | 2,592.50  |
| WESTWOOD PROFESSIONAL S...                                                       | 220707         | 08/30/2023   | 1230801145     | MS DUNES PLATTING                   | 3,095.00  |
| Vendor VEN31294 - WESTWOOD PROFESSIONAL SERVICES Total:                          |                |              |                |                                     | 5,687.50  |
| <b>Vendor: VEN30736 - WOLD ARCHITECTS AND ENGINEERS, INC</b>                     |                |              |                |                                     |           |
| WOLD ARCHITECTS AND ENGI...                                                      | 220580         | 08/16/2023   | 87723          | NEW PW UTILITY FACILITY             | 89,907.29 |
| Vendor VEN30736 - WOLD ARCHITECTS AND ENGINEERS, INC Total:                      |                |              |                |                                     | 89,907.29 |
| <b>Vendor: VEN24065 - XCEL ENERGY</b>                                            |                |              |                |                                     |           |
| XCEL ENERGY                                                                      | 220582         | 08/16/2023   | 835685774      | 80TH/JAMAICA LIGHTS                 | 920.38    |

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|-------------|----------------|--------------|----------------|------------------------------------------------------|-----------|
| XCEL ENERGY | 220582         | 08/16/2023   | 835784714      | 6459 JENSEN AVE S FEEDPOINT                          | 71.37     |
| XCEL ENERGY | 220582         | 08/16/2023   | 835785593      | OAKWOOD PARK                                         | 71.41     |
| XCEL ENERGY | 220582         | 08/16/2023   | 835786675      | 7863 JEFFERY AVE S<br>FEEDPOINT                      | 11.12     |
| XCEL ENERGY | 220582         | 08/16/2023   | 836435693      | PINE COULEE LIGHTS                                   | 69.02     |
| XCEL ENERGY | 220582         | 08/16/2023   | 836469109      | PRO SHOP                                             | 854.73    |
| XCEL ENERGY | 220582         | 08/16/2023   | 836469109      | MAINT BLDG                                           | 305.23    |
| XCEL ENERGY | 220582         | 08/16/2023   | 836469109      | PUMPHOUSE                                            | 2,438.55  |
| XCEL ENERGY | 220582         | 08/16/2023   | 836469109      | CLUBHOUSE                                            | 3,499.97  |
| XCEL ENERGY | 220582         | 08/16/2023   | 836470949      | LIFT STATION                                         | 187.19    |
| XCEL ENERGY | 220582         | 08/16/2023   | 836477236      | GLENDENNING                                          | 20.03     |
| XCEL ENERGY | 220582         | 08/16/2023   | 836508185      | SEWER LIFT STATION                                   | 36.16     |
| XCEL ENERGY | 220582         | 08/16/2023   | 836521084      | BOOSTER BYPASS                                       | 103.45    |
| XCEL ENERGY | 220582         | 08/16/2023   | 836557121      | 8193 GRANGE BLVD UNIT<br>SIREN                       | 19.33     |
| XCEL ENERGY | 220582         | 08/16/2023   | 836579816      | 8031 80TH ST S FEEDPOINT                             | 138.29    |
| XCEL ENERGY | 220582         | 08/16/2023   | 836581819      | GLACIAL VALLEY PARK<br>BUILDING 06/05-06/19/23       | 45.40     |
| XCEL ENERGY | 220582         | 08/16/2023   | 836597249      | SETTLERS BLUFF LS/10294A<br>GREYSTONE                | 40.08     |
| XCEL ENERGY | 220582         | 08/16/2023   | 836677985      | CITY STREET LIGHTS                                   | 21,098.90 |
| XCEL ENERGY | 220582         | 08/16/2023   | 836510190      | SOUTHPOINT                                           | 123.98    |
| XCEL ENERGY | 220582         | 08/16/2023   | 836550126      | 8311 60TH ST S UNIT ST<br>LIGHTS-06/13-07/13/23      | 59.93     |
| XCEL ENERGY | 220582         | 08/16/2023   | 836552136      | HERO CENTER ELEC- 06/13-<br>07/13/23                 | 9,270.32  |
| XCEL ENERGY | 220582         | 08/16/2023   | 836555389      | 8500 95TH ST S UNIT TRAFFIC<br>SIGNAL-06/13-07/13/23 | 77.45     |
| XCEL ENERGY | 220582         | 08/16/2023   | 836556083      | 9750 65TH ST S FEEDPOINT-<br>06/13-07/13/23          | 72.47     |
| XCEL ENERGY | 220582         | 08/16/2023   | 836562892      | 9200 GRANADA AVE S<br>FEEDPOINT-06/13-07/13/23       | 45.69     |
| XCEL ENERGY | 220582         | 08/16/2023   | 836579065      | 6497 INSPIRE CIR S FEEDPOINT-<br>06/13-07/13/23      | 38.48     |
| XCEL ENERGY | 220582         | 08/16/2023   | 836580827      | 7064 W PT DOUGLAS RD S<br>FEEDPOINT                  | 71.66     |
| XCEL ENERGY | 220582         | 08/16/2023   | 836582559      | 6424 HARKNESS AVE S<br>FEEDPOINT-06/13-07/13/23      | 42.25     |
| XCEL ENERGY | 220582         | 08/16/2023   | 836601875      | 6490 IDSEN AVE S FEEDPOINT-<br>06/13-07/13/23        | 91.74     |
| XCEL ENERGY | 220582         | 08/16/2023   | 836603851      | 6527 GENEVIEVE TRL<br>FEEDPOINT                      | 22.41     |
| XCEL ENERGY | 220582         | 08/16/2023   | 836704192      | ICE ARENA-06/13-07/13/23                             | 23,478.07 |
| XCEL ENERGY | 220581         | 08/16/2023   | 839658839      | 7751 70TH ST S FEEDPOINT<br>07/06 - 08/06/23         | 72.50     |
| XCEL ENERGY | 220651         | 08/23/2023   | 839723919      | RAVINE PKWY LIGHTS-07/09 -<br>08/07/2023             | 153.76    |
| XCEL ENERGY | 220581         | 08/16/2023   | 839724591      | PSCH ELECTRICITY & GAS                               | 10,666.34 |
| XCEL ENERGY | 220581         | 08/16/2023   | 839817416      | TRAFFIC SIGNALS 07/09 -<br>08/07/2023                | 801.86    |
| XCEL ENERGY | 220581         | 08/16/2023   | 839820004      | 80TH/JAMAICA LIGHTS                                  | 916.30    |
| XCEL ENERGY | 220581         | 08/16/2023   | 839886833      | 8503A JENSEN AVE S<br>FEEDPOINT 07/09-08/07/23       | 92.42     |
| XCEL ENERGY | 220651         | 08/23/2023   | 839898993      | 7863 JEFFERY AVE S<br>FEEDPOINT-07/09 ...            | 11.52     |
| XCEL ENERGY | 220651         | 08/23/2023   | 839900584      | HERO CENTER GAS-07/09 -<br>08/07/2023                | 100.09    |
| XCEL ENERGY | 220651         | 08/23/2023   | 839903432      | OAKWOOD PARK-07/09 -<br>08/07/2023                   | 69.33     |
| XCEL ENERGY | 220651         | 08/23/2023   | 839906333      | 6459 JENSEN AVE S<br>FEEDPOINT-07/09 ...             | 74.90     |
| XCEL ENERGY | 220581         | 08/16/2023   | 839918576      | 6384 HIGHLAND HILLS CURVE<br>FEEDPOINT               | 9.97      |

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|--------------------------------------------|----------------|--------------|----------------|----------------------------------------------------|------------|
| XCEL ENERGY                                | 220581         | 08/16/2023   | 839194266      | XCEL STREET LIGHTS 07/03-08/02/2023                | 7,443.14   |
| XCEL ENERGY                                | 220651         | 08/23/2023   | 840611896      | SEWER LIFT STATION - 07/13 - 08/13/23              | 32.46      |
| XCEL ENERGY                                | 220708         | 08/30/2023   | 840662716      | HERO CENTER GAS 07/13 - 08/13/23                   | 9,765.91   |
| XCEL ENERGY                                | 220581         | 08/16/2023   | 831533406      | PSCH ELECTRICITY & GAS 05/07 - 06/06/2023          | 8,807.78   |
| XCEL ENERGY                                | 220581         | 08/16/2023   | 835596878      | PSCH ELECTRICITY & GAS                             | 10,497.39  |
| XCEL ENERGY                                | 220708         | 08/30/2023   | 841360219      | PARK BUILDINGS 07/13 - 08/13/23                    | 3,570.59   |
| XCEL ENERGY                                | 220708         | 08/30/2023   | 841360511      | C/D SIRENS 07/13 - 08/13/23                        | 45.10      |
| XCEL ENERGY                                | 220708         | 08/30/2023   | 841537540      | FIRE DEPT 07/13 - 08/13/23                         | 756.71     |
| XCEL ENERGY                                | 220708         | 08/30/2023   | 841567031      | PUBLIC WORKS 07/13 - 08/13/23                      | 3,515.80   |
| XCEL ENERGY                                | 220708         | 08/30/2023   | 841576448      | CITY STREET LIGHTS 07/13 - 08/13/23                | 10,943.58  |
| XCEL ENERGY                                | 220708         | 08/30/2023   | 841624173      | CENTRAL FIRE 07/13 - 08/13/23                      | 3,776.79   |
| XCEL ENERGY                                | 220651         | 08/23/2023   | 840537743      | PINE COULEE LIGHTS 07/06 - 08/06/23                | 70.97      |
| XCEL ENERGY                                | 220651         | 08/23/2023   | 840586004      | GLENDENNING 07/14 - 08/13/23                       | 20.01      |
| XCEL ENERGY                                | 220651         | 08/23/2023   | 840590105      | LIFT STATION 07/12 - 08/12/23                      | 191.76     |
| XCEL ENERGY                                | 220651         | 08/23/2023   | 840625620      | SOUTHPOINT 07/13 - 08/13/23                        | 133.19     |
| XCEL ENERGY                                | 220651         | 08/23/2023   | 840628130      | BOOSTER BYPASS - 07/13 - 08/13/23                  | 24.77      |
| XCEL ENERGY                                | 220651         | 08/23/2023   | 840656107      | 8193 GRANGE BLVD UNIT SIREN - 07/13 - 08/13/23     | 19.39      |
| XCEL ENERGY                                | 220651         | 08/23/2023   | 840672761      | 8311 60TH ST S UNIT ST LIGHTS - 07/13 - 08/13/23   | 63.84      |
| XCEL ENERGY                                | 220651         | 08/23/2023   | 840693335      | 6424 HARKNESS AVE S FEEDPOINT 07/13 - 08/13/23     | 44.93      |
| XCEL ENERGY                                | 220651         | 08/23/2023   | 840700342      | SETTLERS BLUFF LS-10294A GREYSTONE-07/13-08/13/23  | 41.09      |
| XCEL ENERGY                                | 220651         | 08/23/2023   | 840721261      | 8031 80TH ST S FEEDPOINT - 07/13 - 08/13/23        | 151.81     |
| XCEL ENERGY                                | 220651         | 08/23/2023   | 840896730      | ICE ARENA - 07/13 - 08/13/23                       | 26,106.47  |
| XCEL ENERGY                                | 220651         | 08/23/2023   | 840923233      | GLACIAL VALLET PARK 07/17 - 08/14/23               | 232.24     |
| XCEL ENERGY                                | 220708         | 08/30/2023   | 840660957      | 8500 95TH ST S UNIT TRAFFIC SIGNAL 07/13- 08/13/23 | 80.63      |
| XCEL ENERGY                                | 220708         | 08/30/2023   | 840673665      | 9750 65TH ST S FEEDPOINT 07/13 - 08/13/23          | 79.08      |
| XCEL ENERGY                                | 220708         | 08/30/2023   | 840677229      | 6497 INSPIRE CIR S FEEDPOINT 07/13 - 08/13/23      | 40.81      |
| XCEL ENERGY                                | 220708         | 08/30/2023   | 840681020      | 6490 IDSEN AVE S FEEDPOINT 07/13- 08/13/23         | 109.79     |
| XCEL ENERGY                                | 220708         | 08/30/2023   | 840683700      | 9200 GRANADA AVE S FEEDPOINT 07/13 - 08/13/23      | 48.80      |
| XCEL ENERGY                                | 220708         | 08/30/2023   | 840690961      | 6527 GENEVIEVE TRL FEEDPOINT 07/13- 08/13/23       | 23.27      |
| XCEL ENERGY                                | 220708         | 08/30/2023   | 840702210      | 7064 W PT DOUGLAS RD S FEEDPOINT 07/13 - 08/13/23  | 71.91      |
| XCEL ENERGY                                | 220708         | 08/30/2023   | 840993247      | WATER 07/13- 08/13/23                              | 51,094.71  |
| Vendor VEN24065 - XCEL ENERGY Total:       |                |              |                |                                                    | 214,098.77 |
| Vendor: VEN32213 - YOLEISY VALDES-GONZALES |                |              |                |                                                    |            |
| YOLEISY VALDES-GONZALES                    | 16470          | 08/30/2023   | 33692          | MONTHLY SERVICE - CENTRAL FIRE                     | 774.00     |
| YOLEISY VALDES-GONZALES                    | 16470          | 08/30/2023   | 33693          | MONTHLY SERVICE - CITY HALL                        | 2,245.00   |
| YOLEISY VALDES-GONZALES                    | 16470          | 08/30/2023   | 33694          | MONTHLY SERVICE - HERO CENTER                      | 1,084.00   |

**Expense Approval Report****Payment Dates: 8/16/2023 - 8/30/2023**

| <b>Vendor Name</b>                                      | <b>Payment Number</b> | <b>Payment Date</b> | <b>Payable Number</b> | <b>Description (Item)</b>             | <b>Amount</b>       |
|---------------------------------------------------------|-----------------------|---------------------|-----------------------|---------------------------------------|---------------------|
| YOLEISY VALDES-GONZALES                                 | 16470                 | 08/30/2023          | 33696                 | MONTHLY SERVICE - FIRE<br>STATION # 4 | 506.00              |
| <b>Vendor VEN32213 - YOLEISY VALDES-GONZALES Total:</b> |                       |                     |                       |                                       | <b>4,609.00</b>     |
| <b>Vendor: VEN36360 - ZERO FRICTION LLC</b>             |                       |                     |                       |                                       |                     |
| ZERO FRICTION LLC                                       | 220653                | 08/23/2023          | 225750                | MERCHANDISE FOR RESALE                | 62.51               |
| <b>Vendor VEN36360 - ZERO FRICTION LLC Total:</b>       |                       |                     |                       |                                       | <b>62.51</b>        |
| <b>Grand Total:</b>                                     |                       |                     |                       |                                       | <b>3,953,916.74</b> |

## Report Summary

## Fund Summary

| Fund                                   | Payment Amount      |
|----------------------------------------|---------------------|
| 100 - GENERAL FUND                     | 244,333.60          |
| 210 - EQUIPMENT REPLACEMENT            | 298,979.64          |
| 215 - RECYCLING                        | 493.86              |
| 230 - SURFACE WATER MANAGEMENT         | 18,503.22           |
| 235 - SEALCOATING FUND                 | 21,299.64           |
| 240 - FORFEITURE & SEIZURE             | 25.00               |
| 250 - ICE ARENA                        | 84,544.75           |
| 255 - GOLF COURSE SPECIAL REVENUE FUND | 699,091.94          |
| 265 - CG CONVENTION & VISITORS BUREAU  | 7,903.50            |
| 285 - ECONOMIC DEVELOPMENT AUTHORITY   | 3,337.73            |
| 290 - HERO CENTER OPERATIONS           | 45,257.52           |
| 310 - 2018A IMPROVEMENT BONDS          | 5,000.00            |
| 320 - TAX INCREMENT - UP NORTH         | 770.15              |
| 455 - 3M SETTLEMENT - MPCA             | 352,598.57          |
| 510 - FUTURE PROJECTS                  | 3,909.09            |
| 520 - MSA CONSTRUCTION                 | 17,280.03           |
| 528 - TIF 1-16                         | 770.15              |
| 529 - TIF 1-15                         | 770.15              |
| 532 - TIF 1-12 WESTSIDE                | 319.17              |
| 533 - TIF 1-8                          | 770.15              |
| 534 - TIF 1-12                         | 770.15              |
| 535 - TIF 1-20 NORTHPOINT              | 770.20              |
| 540 - TIF 1-17 Dominion                | 1,089.32            |
| 542 - TIF 1-18                         | 1,089.31            |
| 560 - PAVEMENT MANAGEMENT              | 6,074.00            |
| 570 - PARK TRUST                       | 302,424.31          |
| 610 - WATER OPERATING                  | 231,956.41          |
| 620 - SEWER OPERATING                  | 560,141.53          |
| 630 - STREET LIGHTS                    | 90,399.96           |
| 660 - SOUTH WASHINGTON COUNTY AMBUL    | 34,634.55           |
| 700 - SELF INSURANCE                   | 354,390.14          |
| 710 - FLEET MAINTENANCE                | 55,444.52           |
| 720 - INFORMATION TECHNOLOGY           | 30,296.61           |
| 810 - DEVELOPER LETTER OF CREDIT       | 190,880.00          |
| 990 - PAYROLL FUND                     | 287,597.87          |
| <b>Grand Total:</b>                    | <b>3,953,916.74</b> |

## Account Summary

| Account Number   | Account Name           | Payment Amount |
|------------------|------------------------|----------------|
| 100-00-9100-1195 | BANK RECON. IN TRANSIT | 56.00          |
| 100-00-9100-2034 | COBRA INSURANCE        | 5,309.51       |
| 100-04-0200-4210 | OP SUPPLY-OTHER        | -25.68         |
| 100-04-0200-4300 | PROF SERVICES          | 682.37         |
| 100-04-0200-4403 | TRAVEL/TRAIN/CON       | 20.00          |
| 100-09-2500-4200 | OFFICE SUPPLIES        | 228.68         |
| 100-09-2500-4272 | OP SUP-BUILDINGS       | 952.50         |
| 100-09-2500-4305 | FEES FOR SERVICE       | 2,473.00       |
| 100-09-2500-4360 | UTILITIES              | 29,971.51      |
| 100-09-2500-4370 | MAINT-REPAIR/EQ        | 293.95         |
| 100-09-2500-4372 | MAINT-REPAIR/BLD       | 1,555.24       |
| 100-09-2500-4405 | CLEAN/WASTE REMV       | 5,400.00       |
| 100-10-1100-4300 | PROF SERVICES          | 141.61         |
| 100-13-1000-2041 | SURCHARGE PAYABL       | 5,515.00       |
| 100-13-1000-3110 | CONTRACT LICENSE       | 5.00           |
| 100-13-1000-3139 | ELECTRICAL PERMITS     | 96.00          |
| 100-13-1000-3140 | BUILDING PERMIT        | 88.00          |
| 100-13-1000-3519 | OTHER CHARGE SVS       | -110.28        |

## Account Summary

| Account Number   | Account Name     | Payment Amount |
|------------------|------------------|----------------|
| 100-13-1000-4300 | PROF SERVICES    | 75.00          |
| 100-13-1000-4310 | COMMUNICATION    | -52.34         |
| 100-13-1000-4375 | CHARGE-FLEET MNT | 20.00          |
| 100-14-2040-4310 | COMMUNICATION    | 7.39           |
| 100-15-0400-4310 | COMMUNICATION    | 40.01          |
| 100-15-0400-4360 | UTILITIES        | 83.82          |
| 100-21-0500-4200 | OFFICE SUPPLIES  | 52.16          |
| 100-21-0500-4217 | CLOTHING/UNIFORM | 3,028.00       |
| 100-21-0500-4272 | OP SUP-BUILDINGS | 300.00         |
| 100-21-0500-4305 | FEES FOR SERVICE | 220.92         |
| 100-21-0500-4310 | COMMUNICATION    | 1,199.54       |
| 100-21-0500-4403 | TRAVEL/TRAIN/CON | 1,290.00       |
| 100-21-0500-4449 | OTHER CONTRACT   | 360.80         |
| 100-21-0500-4530 | MACH & EQUIPMENT | 86,457.52      |
| 100-23-0450-4217 | CLOTHING/UNIFORM | 1,912.98       |
| 100-26-0800-4210 | OP SUPPLY-OTHER  | 31.00          |
| 100-26-0800-4217 | CLOTHING/UNIFORM | 9.87           |
| 100-26-0800-4272 | OP SUP-BUILDINGS | 530.63         |
| 100-26-0800-4300 | PROF SERVICES    | 625.00         |
| 100-26-0800-4305 | FEES FOR SERVICE | 1,611.68       |
| 100-26-0800-4310 | COMMUNICATION    | 254.75         |
| 100-26-0800-4360 | UTILITIES        | 6,121.36       |
| 100-26-0800-4370 | MAINT-REPAIR/EQ  | 2,100.00       |
| 100-26-0800-4372 | MAINT-REPAIR/BLD | 475.99         |
| 100-26-0800-4403 | TRAVEL/TRAIN/CON | 1,707.24       |
| 100-26-0800-4405 | CLEAN/WASTE REMV | 1,690.00       |
| 100-31-1200-4210 | OP SUPPLY-OTHER  | 908.82         |
| 100-31-1200-4271 | OP SUP-OTHER IMP | 57,497.44      |
| 100-31-1200-4300 | PROF SERVICES    | 36.71          |
| 100-31-1200-4310 | COMMUNICATION    | 254.00         |
| 100-31-1200-4371 | MAINT-REPAIR/OTH | 62.10          |
| 100-31-1200-4380 | RENTAL/LEASE     | 695.00         |
| 100-31-1200-4405 | CLEAN/WASTE REMV | 300.66         |
| 100-32-1260-4210 | OP SUPPLY-OTHER  | 44.40          |
| 100-32-1260-4310 | COMMUNICATION    | 23.92          |
| 100-35-2005-4200 | OFFICE SUPPLIES  | 327.55         |
| 100-35-2005-4210 | OP SUPPLY-OTHER  | 21.00          |
| 100-35-2005-4272 | OP SUP-BUILDINGS | 322.63         |
| 100-35-2005-4305 | FEES FOR SERVICE | 916.32         |
| 100-35-2005-4310 | COMMUNICATION    | 35.01          |
| 100-35-2005-4360 | UTILITIES        | 3,515.80       |
| 100-35-2005-4372 | MAINT-REPAIR/BLD | 318.87         |
| 100-35-2005-4405 | CLEAN/WASTE REMV | 1,521.62       |
| 100-35-2009-4360 | UTILITIES        | 40.04          |
| 100-36-2200-4210 | OP SUPPLY-OTHER  | 68.97          |
| 100-36-2200-4305 | FEES FOR SERVICE | 277.00         |
| 100-41-1500-4210 | OP SUPPLY-OTHER  | 2,779.21       |
| 100-41-1500-4271 | OP SUP-OTHER IMP | 275.63         |
| 100-41-1500-4272 | OP SUP-BUILDINGS | 322.63         |
| 100-41-1500-4305 | FEES FOR SERVICE | 57.37          |
| 100-41-1500-4310 | COMMUNICATION    | 638.17         |
| 100-41-1500-4360 | UTILITIES        | 4,214.75       |
| 100-41-1500-4372 | MAINT-REPAIR/BLD | 825.74         |
| 100-41-1500-4380 | RENTAL/LEASE     | 645.00         |
| 100-41-1500-4405 | CLEAN/WASTE REMV | 1,688.74       |
| 100-41-1516-4210 | OP SUPPLY-OTHER  | 170.00         |
| 100-51-2300-3580 | FACILITY USE     | 175.00         |
| 100-51-2300-4210 | OP SUPPLY-OTHER  | 17.47          |



## Account Summary

| Account Number   | Account Name       | Payment Amount |
|------------------|--------------------|----------------|
| 100-51-2300-4434 | SPECIAL EVENTS     | 235.80         |
| 100-51-2300-4435 | LEAGUE PROGRAMS    | 2,294.50       |
| 210-00-9210-4530 | MACH & EQUIPMENT   | 298,979.64     |
| 215-54-1900-4405 | CLEAN/WASTE REMV   | 493.86         |
| 230-60-3200-4210 | OP SUPPLY-OTHER    | 399.44         |
| 230-60-3200-4310 | COMMUNICATION      | 40.01          |
| 230-60-3200-4371 | MAINT-REPAIR/OTH   | 16,044.00      |
| 230-61-3260-4305 | FEES FOR SERVICE   | 290.70         |
| 230-61-3260-4311 | POSTAGE            | 502.47         |
| 230-61-3260-4321 | DATA PROCESSING    | 974.00         |
| 230-61-3260-4340 | PRINTING           | 252.60         |
| 235-00-1217-4301 | ENGINEERING SVS    | 3,350.50       |
| 235-00-1217-4311 | POSTAGE            | 19.94          |
| 235-00-1217-4371 | MAINT-REPAIR/OTH   | 17,929.20      |
| 240-21-0552-4449 | OTHER CONTRACT     | 25.00          |
| 250-77-3700-4209 | OP SUPPLIES-CLEN   | 75.00          |
| 250-77-3700-4210 | OP SUPPLY-OTHER    | 1,180.10       |
| 250-77-3700-4211 | MOTOR FUELS        | 504.46         |
| 250-77-3700-4270 | OP SUP-VEH/EQ      | 1,408.47       |
| 250-77-3700-4310 | COMMUNICATION      | 231.98         |
| 250-77-3700-4312 | 3v3 HOCKEY LEAGUE  | 1,905.00       |
| 250-77-3700-4341 | ADVER/PUBLISH      | 1,050.00       |
| 250-77-3700-4360 | UTILITIES          | 49,584.54      |
| 250-77-3700-4370 | MAINT-REPAIR/EQ    | 7,652.55       |
| 250-77-3700-4438 | VENDING RESALE     | 311.11         |
| 250-77-3700-4540 | OTHER CAP OUTLAY   | 17,982.00      |
| 250-77-3740-4438 | CONCESSIONS RESALE | 2,659.54       |
| 255-53-2100-4210 | OP SUPPLY-OTHER    | 630.72         |
| 255-53-2100-4300 | PROF SERVICES      | 50.00          |
| 255-53-2100-4305 | FEES FOR SERVICE   | 10,404.37      |
| 255-53-2100-4310 | COMMUNICATION      | 1,002.42       |
| 255-53-2100-4341 | ADVER/PUBLISH      | 1,200.00       |
| 255-53-2100-4360 | UTILITIES          | 891.50         |
| 255-53-2100-4370 | MAINT-REPAIR/EQ    | 213.49         |
| 255-53-2100-4380 | RENTAL/LEASE       | 8,838.88       |
| 255-53-2100-4438 | PRO/MISC RESALE    | 4,737.76       |
| 255-55-2105-4210 | OP SUPPLY-OTHER    | 159.63         |
| 255-55-2105-4211 | MOTOR FUELS        | 6,443.64       |
| 255-55-2105-4212 | LUB/ADD            | 183.20         |
| 255-55-2105-4216 | FERTILIZER/CHEM    | 4,403.75       |
| 255-55-2105-4231 | SMALL TOOLS        | 299.24         |
| 255-55-2105-4270 | OP SUP-VEH/EQ      | 1,721.76       |
| 255-55-2105-4271 | OP SUP-OTHER IMP   | 1,356.99       |
| 255-55-2105-4305 | FEES FOR SERVICE   | 1,290.29       |
| 255-55-2105-4310 | COMMUNICATION      | 214.23         |
| 255-55-2105-4370 | MAINT-REPAIR/EQ    | 169.76         |
| 255-55-2105-4405 | CLEAN/WASTE REMV   | 275.00         |
| 255-55-2110-4310 | COMMUNICATION      | 40.01          |
| 255-55-2110-4360 | UTILITIES          | 2,786.40       |
| 255-55-2115-4550 | PROJECT-CONTRACT   | 610,850.00     |
| 255-56-2140-4210 | OP SUPPLY-OTHER    | 3,171.52       |
| 255-56-2140-4300 | PROF SERVICES      | 50.00          |
| 255-56-2140-4305 | FEES FOR SERVICE   | 460.24         |
| 255-56-2140-4360 | UTILITIES          | 3,980.91       |
| 255-56-2140-4380 | RENTAL/LEASE       | 828.35         |
| 255-56-2140-4401 | DUES & SUBS        | 100.00         |
| 255-56-2140-4436 | CONCESSION RESAL   | 16,222.99      |
| 255-56-2140-4438 | PRO/MISC RESALE    | 6,266.66       |

## Account Summary

| Account Number   | Account Name            | Payment Amount |
|------------------|-------------------------|----------------|
| 255-56-2140-4439 | LIQUOR - RESALE         | 9,848.23       |
| 265-00-1150-4305 | FEES FOR SERVICE        | 115.00         |
| 265-00-1150-4341 | ADVER/PUBLISH           | 1,292.00       |
| 265-00-1150-4434 | SPECIAL EVENTS          | 6,496.50       |
| 285-12-1135-3816 | REFUND & REIMBRS        | 61.53          |
| 285-12-1135-4210 | OP SUPPLY-OTHER         | 31.00          |
| 285-12-1135-4300 | PROF SERVICES           | 47.08          |
| 285-12-1135-4434 | SPECIAL EVENTS          | 3,198.12       |
| 290-00-2900-3572 | VENDING SALE            | 63.52          |
| 290-00-2900-4210 | OP SUPPLY-OTHER         | 492.58         |
| 290-00-2900-4217 | CLOTHING/UNIFORM        | -180.99        |
| 290-00-2900-4280 | CAPITAL OUTLAY <\$5,000 | 21,351.10      |
| 290-00-2900-4305 | FEES FOR SERVICE        | 1,174.00       |
| 290-00-2900-4360 | UTILITIES               | 19,136.32      |
| 290-00-2900-4372 | MAINT-REPAIR/BLD        | 306.03         |
| 290-00-2900-4405 | CLEAN/WASTE REMV        | 2,914.96       |
| 310-00-9310-4300 | PROF SERVICES           | 5,000.00       |
| 320-00-9320-4300 | PROF SERVICES           | 770.15         |
| 455-00-7220-4551 | PROJECT-ENGINEER        | 168,709.70     |
| 455-00-7232-4551 | PROJECT-ENGINEER        | 6,482.54       |
| 455-00-7252-4380 | RENTAL/LEASE            | 164,800.00     |
| 455-00-7252-4559 | PROJECT-OTHER           | 1,998.53       |
| 455-00-7260-4551 | PROJECT-ENGINEER        | 10,607.80      |
| 510-00-6574-4551 | PROJECT-ENGINEER        | 3,909.09       |
| 520-00-6552-4302 | LEGAL SERVICE           | 956.77         |
| 520-00-6552-4551 | PROJECT-ENGINEER        | 16,323.26      |
| 528-00-9528-4300 | PROF SERVICES           | 770.15         |
| 529-00-9529-4300 | PROF SERVICES           | 770.15         |
| 532-00-9532-4300 | PROF SERVICES           | 319.17         |
| 533-00-9533-4300 | PROF SERVICES           | 770.15         |
| 534-00-9534-4300 | PROF SERVICES           | 770.15         |
| 535-00-9535-4300 | PROF SERVICES           | 770.20         |
| 540-00-9540-4300 | PROF SERVICES           | 1,089.32       |
| 542-00-9542-4300 | PROF SERVICES           | 1,089.31       |
| 560-00-6575-4551 | PROJECT-ENGINEER        | 6,074.00       |
| 570-00-9570-4300 | PROF SERVICES           | 6,185.89       |
| 570-00-9570-4301 | ENGINEERING SVS         | 5,572.00       |
| 570-00-9570-4550 | PROJECT-CONTRACT        | 290,666.42     |
| 610-00-7261-4551 | PROJECT-ENGINEER        | 89,907.29      |
| 610-70-3000-4210 | OP SUPPLY-OTHER         | 3,510.79       |
| 610-70-3000-4271 | OP SUP-OTHER IMP        | 5,661.70       |
| 610-70-3000-4305 | FEES FOR SERVICE        | 6,511.88       |
| 610-70-3000-4310 | COMMUNICATION           | 534.39         |
| 610-70-3000-4360 | UTILITIES               | 51,222.93      |
| 610-70-3000-4371 | MAINT-REPAIR/OTH        | 45,702.82      |
| 610-70-3000-4372 | MAINT-REPAIR/BLD        | 8,917.76       |
| 610-70-3000-4380 | RENTAL/LEASE            | 1,650.00       |
| 610-70-3000-4405 | CLEAN/WASTE REMV        | 300.66         |
| 610-70-3000-4438 | PRO/MISC RESALE         | 8,455.19       |
| 610-70-3000-4449 | OTHER CONTRACT          | 1,500.00       |
| 610-71-3060-4305 | FEES FOR SERVICE        | 1,162.00       |
| 610-71-3060-4311 | POSTAGE                 | 2,010.00       |
| 610-71-3060-4321 | DATA PROCESSING         | 3,897.00       |
| 610-71-3060-4340 | PRINTING                | 1,012.00       |
| 620-00-9620-1191 | A/R-UTILITY             | 35,582.60      |
| 620-00-9620-2042 | SAC                     | 69,580.00      |
| 620-80-3100-3739 | MISC UTIL               | -695.80        |
| 620-80-3100-4210 | OP SUPPLY-OTHER         | 88.81          |

## Account Summary

| Account Number   | Account Name            | Payment Amount |
|------------------|-------------------------|----------------|
| 620-80-3100-4310 | COMMUNICATION           | 55.57          |
| 620-80-3100-4360 | UTILITIES               | 528.74         |
| 620-80-3100-4363 | MWCC SERVICE            | 441,269.44     |
| 620-80-3100-4371 | MAINT-REPAIR/OTH        | 5,651.17       |
| 620-81-3160-4305 | FEEES FOR SERVICE       | 1,162.00       |
| 620-81-3160-4311 | POSTAGE                 | 2,010.00       |
| 620-81-3160-4321 | DATA PROCESSING         | 3,897.00       |
| 620-81-3160-4340 | PRINTING                | 1,012.00       |
| 630-75-1400-4210 | OP SUPPLY-OTHER         | 2,578.77       |
| 630-75-1400-4305 | FEEES FOR SERVICE       | 1,207.65       |
| 630-75-1400-4310 | COMMUNICATION           | 3.70           |
| 630-75-1400-4311 | POSTAGE                 | 502.00         |
| 630-75-1400-4321 | DATA PROCESSING         | 975.71         |
| 630-75-1400-4340 | PRINTING                | 253.00         |
| 630-75-1400-4360 | UTILITIES               | 33,603.44      |
| 630-75-1400-4361 | NSP STREET LIGHT        | 7,443.14       |
| 630-75-1400-4438 | PRO/MISC RESALE         | 40,625.00      |
| 630-75-1430-4360 | UTILITIES               | 959.94         |
| 630-75-1440-4360 | UTILITIES               | 1,836.68       |
| 630-75-1450-4360 | UTILITIES               | 410.93         |
| 660-24-0330-4305 | FEEES FOR SERVICE       | 9,145.53       |
| 660-24-0600-4210 | OP SUPPLY-OTHER         | 1,929.40       |
| 660-24-0600-4217 | CLOTHING/UNIFORM        | 29.58          |
| 660-24-0600-4310 | COMMUNICATION           | 140.04         |
| 660-24-0600-4370 | MAINT-REPAIR/EQ         | 16,335.55      |
| 660-24-0600-4403 | TRAVEL/TRAIN/CON        | 1,450.00       |
| 660-24-9660-1194 | ACCTS REC-AMB           | 230.00         |
| 660-24-9660-1196 | ACCTS REC-AMB LIFEQU... | 5,374.45       |
| 700-00-9700-4144 | HEALTH INSURANCE        | 1,174.93       |
| 700-00-9700-4146 | DISABILITY              | 5,244.18       |
| 700-00-9700-4148 | WORKERS COMP            | 242,005.00     |
| 700-00-9700-4300 | PROF SERVICES           | 1,648.00       |
| 700-00-9700-4352 | GENERAL LIABILIT        | 96,586.00      |
| 700-00-9700-4734 | AUTO CLAIMS             | 802.61         |
| 700-00-9700-4737 | MEDICAL DEDUCTIBLE      | 6,929.42       |
| 710-33-1700-4210 | OP SUPPLY-OTHER         | 262.67         |
| 710-33-1700-4212 | LUB/ADD                 | 2,642.45       |
| 710-33-1700-4270 | OP SUP-VEH/EQ           | 11,834.35      |
| 710-33-1700-4305 | FEEES FOR SERVICE       | 825.86         |
| 710-33-1700-4310 | COMMUNICATION           | 10.28          |
| 710-33-1700-4370 | MAINT-REPAIR/EQ         | 5,896.79       |
| 710-33-1700-4403 | TRAVEL/TRAIN/CON        | 4,268.42       |
| 710-33-1700-4405 | CLEAN/WASTE REMV        | 450.66         |
| 710-33-1710-4211 | MOTOR FUELS             | 28,218.20      |
| 710-33-1720-4310 | COMMUNICATION           | 50.29          |
| 710-33-1720-4403 | TRAVEL/TRAIN/CON        | 984.55         |
| 720-07-0380-4310 | COMMUNICATION           | 1,940.62       |
| 720-07-0380-4321 | DATA PROCESSING         | 24,082.57      |
| 720-07-0380-4370 | MAINT-REPAIR/EQ         | 2,465.32       |
| 720-07-0380-4403 | TRAVEL/TRAIN/CON        | 1,808.10       |
| 810-00-8217-2310 | DEPOSITS PAYABLE        | 188,403.00     |
| 810-00-9810-2310 | DEPOSITS PAYABLE        | 2,477.00       |
| 990-05-9990-2010 | PERA                    | 123,407.66     |
| 990-05-9990-2032 | GROUP INS-WTHHLD        | 115,356.68     |
| 990-05-9990-2033 | DENTAL INS-WITH         | 10,923.86      |
| 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         |

**Account Summary**

| Account Number      | Account Name         | Payment Amount      |
|---------------------|----------------------|---------------------|
| 990-05-9990-2043    | DEFERRED COMP        | 30,078.40           |
| 990-05-9990-2044    | ROTH 457             | 800.00              |
| 990-05-9990-2047    | LONG TERM DISABILITY | 3,124.90            |
| <b>Grand Total:</b> |                      | <b>3,953,916.74</b> |

**Project Account Summary**

| Project Account Key | Payment Amount      |
|---------------------|---------------------|
| **None**            | 3,460,949.85        |
| 02-23-006-ENG       | 6,074.00            |
| 02-23-011-ENG       | 89,907.29           |
| 05-23-007-CON       | 133,121.75          |
| 23-PD-2369V         | 43,228.76           |
| 23-PD-2370V         | 43,228.76           |
| 7252-04-OTH         | 1,998.53            |
| 7252-04-REN         | 164,800.00          |
| 7260-02-ENG         | 10,607.80           |
| <b>Grand Total:</b> | <b>3,953,916.74</b> |

## PAYROLL CHECK REGISTER

Ridgeway – PE 07/30/2023 – CK 08/11/2023 - \$1,016.76

BIWEEKLY – PE 08/13/2023 – CK 08/24/2023 - \$495,964.19



# City Council Action Request

## 11.A.

**Meeting Date** 9/6/2023

**Department** Finance

**Agenda Category** Action Item

**Title** Certifying Preliminary Property Tax Levy

**Staff Recommendation** Adopt Resolution 2023-111, Adopting the Proposed Preliminary 2023 Property Tax Levy Collectible in 2024.

**Budget Implication** N/A

**Attachments**

|    |                                                   |
|----|---------------------------------------------------|
| 1. | 2023-111 Resolution Adopting Preliminary Tax Levy |
| 2. | 2024 Budget for All Funds                         |
| 3. | 2024 Preliminary Levy and Budget Presentation     |

**To:** Mayor and City Council Members  
Jennifer Levitt, City Administrator

**From:** Brenda Malinowski, Finance Director

**Date:** September 6, 2023

**Subject:** 2024 Preliminary Property Tax Levy

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### Introduction:

The City is required to adopt a preliminary tax levy each year by September 30<sup>th</sup>. The preliminary levy is used by Washington County to prepare the notices of estimated property taxes. These notices are mailed to each property owner in November. The notice will include the public meeting that the budget will be discussed. This meeting will occur on December 6<sup>th</sup> at 7:00 pm. At the December 6<sup>th</sup> meeting, the final tax levy will be adopted. The final tax levy can be lower than the preliminary levy, but it cannot be more than the preliminary levy.

The annual budget process is guided by policies, ordinances, and the Strategic Plan which have been adopted by the City Council. Four Strategic Initiatives have been used throughout the budget process.

- Managing Sustainable Growth
- Reforming Organizational Culture
- Recreational Destination
- Engaging Community

A ten-year Financial Management Plan (FMP) was developed last fall and presented to Council at a workshop in January. The FMP included all current and future operating costs, the capital improvement plan, existing and future debt, and tax base growth. Based on the feedback from Council, the FMP was revised to incorporate the feedback. The revised FMP targeted an average \$100 property tax increase for the Median Home/Sample Property 1, although an increase of \$110 was needed in 2024.

## Property Tax Impact

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*Home #1*

|                         | 2023      | 2024      | 2025      | 2026      | 2027      | 2028      | 2029      | 2030      | 2031      | 2032      | Average |
|-------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|---------|
| Home Value              | \$329,600 | \$336,200 | \$342,900 | \$349,800 | \$356,800 | \$363,900 | \$371,200 | \$378,600 | \$386,200 | \$393,900 | N/A     |
| Tax Increase – ORIGINAL | \$114     | \$128     | \$122     | \$66      | \$92      | \$102     | \$100     | \$87      | \$76      | \$60      | \$95    |
| Tax Increase - REVISED  | \$114     | \$110     | \$100     | \$100     | \$100     | \$100     | \$100     | \$99      | \$98      | \$72      | \$99    |

Departments prepared departmental budget requests in June and departmental budget meetings were held with the Budget Team in June. Based on the budget requests, the City Administrator submitted a budget for City Council review. Three workshops to review the budget and property tax levy were held

in July. The proposed budget and property tax levy are based on the discussion and direction from City Council at those meetings.

**Discussion:**  
**PROPERTY TAX LEVY**

The Property Tax Levy is as follows:

|                                   | Certified<br>2023 | Proposed<br>2024 |
|-----------------------------------|-------------------|------------------|
| General Operating Levy            | —                 |                  |
| General Fund                      | \$17,485,270      | \$18,567,010     |
| PSCH Interfund Loan/bldg. repairs | 250,000           | 300,000          |
| Economic Development              | 125,000           | 275,000          |
| Equipment Levy                    |                   | \$319,100        |
| Total General Operating Levy      | \$17,860,270      | \$19,461,110     |
| Total Debt Levy                   | \$2,789,440       | \$3,664,490      |
| Total Gross Levy                  | \$20,649,710      | \$23,125,600     |
| Levy Increase                     |                   | 11.99%           |

Based on this levy, the property tax rate will continue to fall.

|                | 2019    | 2020    | 2021   | 2022    | 2023    | 2024    |
|----------------|---------|---------|--------|---------|---------|---------|
| Urban Tax Rate | 38.959% | 39.182% | 37.351 | 37.251% | 33.914% | 32.745% |

**PROPERTY VALUES**

Estimated taxable values received from Washington County will have a positive impact on the property tax rate due to new construction and increases in values.

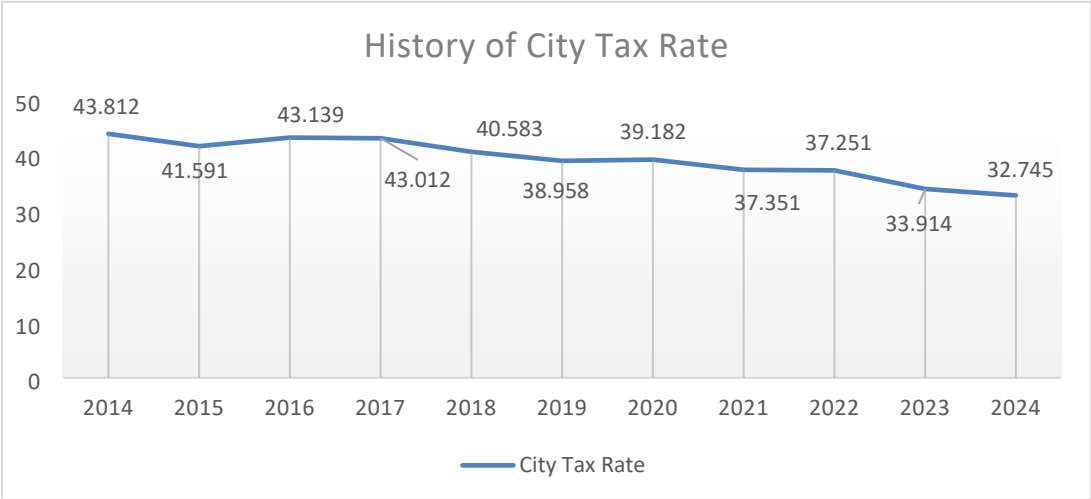
| Tax Capacity Value                  |              |                                     |          |
|-------------------------------------|--------------|-------------------------------------|----------|
|                                     | Payable 2023 | Estimated<br>Taxable Values<br>2024 | % Change |
| Real Estate                         | \$57,416,628 | \$68,602,234                        |          |
| Personal Property                   | 654,114      | 655,150                             |          |
| Subtotal Tax Capacity Value         | 58,070,742   | 69,257,384                          | 19.26%*  |
| Less: Tax Increment                 | (1,829,912)  | (3,098,155)                         |          |
| Less: Fiscal Disparity Contribution | (3,354,994)  | (3,600,278)                         |          |
| Net Tax Capacity Value              | \$52,885,836 | \$62,558,951                        | 18.29%   |

\*5% of the increase is due to new construction and the remainder is due to taxable market value changes.



**TAX RATE AND CITY PROPERTY TAX**

The City’s Property tax rate is calculated by dividing the Net Tax Levy (Gross Levy less Fiscal Disparities Distribution) by the Net Tax Capacity Value. Based on the changes to the Property Tax Levy, and the increases in the Taxable Values, the Proposed Property Tax Rate is proposed to decrease from 33.914% in 2023 to 32.745% in 2024.



Based on the proposed property tax rate, the median home and four sample properties will experience the following change in city property taxes.

| Property    | 2023            |                         | 2024            |                         | % Increase<br>Market<br>Value | City<br>Property<br>Tax Change |
|-------------|-----------------|-------------------------|-----------------|-------------------------|-------------------------------|--------------------------------|
|             | Market<br>Value | City<br>Property<br>Tax | Market<br>Value | City<br>Property<br>Tax |                               |                                |
| Median Home | \$329,400       | \$1,091                 | \$359,700       | \$1,162                 | 9.2%                          | \$71                           |
| Property 1  | 329,600         | 1,091                   | 371,400         | 1,205                   | 12.68%                        | 113                            |
| Property 2  | 373,600         | 1,254                   | 417,900         | 1,368                   | 11.86%                        | 114                            |
| Property 3  | 463,300         | 1,570                   | 519,700         | 1,718                   | 12.17%                        | 148                            |
| Property 4  | 414,300         | 1,404                   | 441,200         | 1,445                   | 6.49%                         | 41                             |
| Average     |                 |                         |                 |                         |                               | \$97                           |

**BUDGET ACCOMPLISHMENTS**

The 2024 proposed budget accomplishes several important objectives:

- Continues to provide the same level of city services including but not limited to police, fire, street, snowplowing, parks, and recreation services.

- Demonstrates stewardship of capital assets by including the replacement of capital equipment and city infrastructure that have been identified in the Financial Management Plan and Capital Improvement Plan.
- Maintains the distinction to be an employer of choice by maintaining the commitments outlined in the various bargaining contracts.
- Provides managed growth in staffing positions needed for a growing community, by including new positions in the 2024 budget.
- Meets the debt service requirements for all existing debt by funding these requirements with the property tax levy.
- Increases funds for economic development and redevelopment with a 120% increase to the EDA levy.

## **2024 OPERATING BUDGETS**

### **Factors affecting the Budget**

#### **Changes due to 2023 Legislative Actions**

- The City will receive \$54,060 in Local Government Aid in 2024. These funds have been included in the 2024 budget.
- The City will receive \$1,733,080 in one-time public safety funds. These funds will be used over the next two to three years to fund police and fire personnel, Toughbooks, WatchGuard, and SCBA's. If the fire department is successful in securing grant funds for the SCBA's, the remaining public safety funds may be used to fund a Deputy Fire Chief.

#### **Personnel**

- Union contracts are settled through 12/31/24 at 3% per year. These contracts have been incorporated into the 2024 budget. A compensation study is included in the 2024 budget to be used for 2024 negotiations.
- The 2024 budget includes the following positions.
  - Police Officer (identified in FMP)
  - Police Officer (use of one-time Public Safety Funds)
  - Firefighter/Paramedic (identified in FMP)-Start 4/1
  - Firefighter/Paramedic (use of one-time Public Safety Funds)-Start 4/1
  - Firefighter/Paramedic (use of one-time Public Safety Funds)-Start 4/1
  - Management Analyst-Parks (identified in FMP)
  - IT Technician (funded in the IT fund and identified in FMP)
  - Recreation Coordinator at 20 hours per week (revenue neutral)
  - Utility Accounting Technician (funded in the Water/Sewer Fund)
  - The Public Service Worker position that is currently funded 50% Parks and 50% Ice Arena will be split into two positions. One will be funded 100% by Parks and one will be funded 100% by the Ice Arena. The additional 50% of the parks position is revenue neutral in the General Fund. The additional 50% of the ice arena position is funded by the Ice Arena revenues.

### **Commodities and Contractual**

- Commodities and Contractual Services have been included at 3% except for the Internal Service Fund allocation expenditures. Internal Service Fund expenditures have been increased to cover current operating costs that have not been recovered in recent budgets. In addition, utility costs have been increased to the actual costs that were experienced in 2022 which was an approximate 22% increase over 2021 actual costs.

### **Contingency**

- During the development of the FMP, a contingency amount was included in the General Fund budget for unforeseen events that can occur during the year. As per the FMP, \$200,000 is included in the 2024 budget. In addition, the contingency is used to meet the goals of the fund balance policy which states that the unassigned fund balance for the General Fund shall be between 45% and 55% of the subsequent General Fund operating expenditures.

### **General Fund**

The General Fund revenue and expenditures are budgeted at \$25,152,640. This is an 8.96% increase from the prior year budget. The personnel category increase of 10.69% is due to the addition of new personnel positions and increases in the worker's compensation/health insurance allocations to recover the current costs of these premiums. There is a 34.52% increase to the IT allocation, a 50.27% increase to the property insurance allocation, and a 40% increase to the fleet allocation to cover current operating costs in the Internal Service Funds. A weather warning siren at the 9500 block of Military has been included in the budget for \$39,500. The police squad purchases that had been included in the General Fund in that past, are included for 2024 in the Equipment Replacement Fund per recommendations from the FMP.

### **Budgeted Special Revenue and Capital Funds**

#### **Recycling**

The revenue is the recycling grant amount expected to be received from Washington County. Expenditures meet but do not exceed the amount of the grant funding.

#### **Stormwater**

Rates are proposed to increase by 3% per the Stormwater Utility Rate Plan. Expenditures include stormwater maintenance activities. There is a transfer out to the Pavement Management fund for stormwater activities that will be completed as part of the 2024 Pavement Management project.

#### **Roadway and Trailway Maintenance**

The primary source of revenue in this fund are the franchise fees. Phase three of the mill and overlay project in the Thompson Grove neighborhood will continue in 2024. In addition, the mill and overlay portion of the East Point Douglas project by Menards will be done in 2024. There are sufficient funds for the 2024 projects.

**Forfeiture**

This fund accounts for the associated costs related to forfeiture activities. The revenues for 2024 will fund the expenditures for 2024.

**Ice Arena**

Revenues are budgeted at \$102,080 over expenditures. The Public Service Worker position is increased in the 2024 budget by .50 FTE. This will bring the fulltime FTEs at the arena to 3 FTEs. As in the past, a transfer out of \$200,000 is included in this fund to partially fund the debt service payment for the 2016A Bonds which were issued for ice arena capital.

**Golf Course**

Revenues are budgeted at \$105,480 over expenditures in the 2024 budget. Revenue is based on 41,000 rounds of golf. An internal fund loan payment of \$183,000 is included in the budget. The loan is for the replacement of the irrigation system.

**CG CVB (Cottage Grove Convention and Visitors Bureau)**

Revenues in this fund are the lodging taxes and ARPA funds. The revenues will be sufficient to cover the expenditures of this fund in 2024.

**EDA**

The property tax levy for this fund has increased from \$125,000 in the 2023 budget to \$275,000 in the 2024 budget. These funds can be used for economic or redevelopment activity.

**Equipment Replacement**

Equipment and vehicles totaling \$983,890 are included in the Equipment Replacement fund for 2024. The purchases include:

- Police Squads \$472,560 (replacement)
- Police Administration vehicles (2) \$100,000 (replacement)
- Fire radios \$30,330 (replacement)
- Streets mower \$68,000 (replacement)
- Parks trailers (2) \$32,000 (replacement)
- Parks utility vehicle with sprayer \$125,000 (replacement)
- Parks mower \$116,000 (replacement)
- Streets utility vehicle with attachments \$40,000-lease (replacement)

**Enterprise Funds****Water and Sewer**

A 3% increase in water rates and a 5% increase in sewer rates is included in the 2024 budget per the rate study that was done in the fall of 2022. These revenues are sufficient to cover these operations in 2023.

**Street Light**

A rate increase of 8% is necessary to fund the expenditures in the fund for 2024. The expenditures are due to high replacement costs and utility costs.

**Ambulance**

A rate increase of 3% is necessary to fund the expenditure in the fund for 2024. Three new Firefighter/Paramedics positions are included in budget with an allocation of 75% General Fund and 25% Ambulance fund. Allocations for the existing positions are 25% General Fund and 75% Ambulance fund. The new allocation is based on analysis during the FMP regarding the expenditures that the Ambulance fund could support in the future.

**Internal Service Funds**

Internal service funds are used to allocate costs within the city's operations to promote efficiency or effectiveness of a shared activity.

**Insurance**

The Insurance Fund accounts for the health insurance, worker's compensation, and property insurance coverages throughout the city. Charges to other funds for these coverages will be increasing 20.26% to cover current operating costs.

**Fleet**

The Fleet fund accounts for the fuel purchases, fleet maintenance of the vehicles & equipment, and building maintenance activities for the municipal buildings. Charges to other funds for these activities will be increasing by 23.28% to cover current operating costs.

**IT**

The IT fund accounts for the IT software, services, and computer equipment purchase throughout the city.

**Action Requested:**

Adopted Resolution 2023-111, Adopting the Proposed Preliminary 2023 Property Tax Levy Collectible in 2024.

**CITY OF COTTAGE GROVE, MINNESOTA  
CITY COUNCIL  
RESOLUTION 2023-111  
RESOLUTION ADOPTING THE PRELIMINARY 2023 TAX LEVY  
COLLECTIBLE IN 2024**

**NOW THEREFORE BE IT RESOLVED**, the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, that the following amounts are the proposed to be levied for the current year, collectible in 2024, upon the taxable property in the City of Cottage Grove for the following purposes:

|                                                              | Total               |
|--------------------------------------------------------------|---------------------|
| <b>General Levies</b>                                        |                     |
| General Fund                                                 | \$18,567,010        |
| Public Safety/City Hall Interfund Loan                       | 300,000             |
| Economic Development                                         | 275,000             |
| Equipment Levy                                               | 319,100             |
| <b>Total General Levies</b>                                  | <b>19,461,110</b>   |
| <b>Debt Levies</b>                                           |                     |
| 2016A GO Refunding Bonds (Ice Arena)                         | 220,000             |
| 2017A GO Capital Improvement Plan Bonds (Fire Station)       | 610,000             |
| 2019A GO Capital Improvement Plan Bonds (HERO)               | 250,000             |
| 2019B GO Equipment Certificates (Ice Arena)                  | 350,000             |
| 2015A GO Improvement Bonds (Pavement Management)             | 300,000             |
| 2016B GO Improvement Bonds (Pavement Management)             | 200,000             |
| 2018A GO Improvement bonds (Ravine Parkway)                  | 250,000             |
| 2021B GO Improvement Refunding Bonds (PM & Hinton)           | 531,240             |
| 2021A GO Improvement Bonds (Pavement Management)             | 230,000             |
| 2023A GO Improvement & Abatement Bonds (PM & Glacial Valley) | 540,950             |
| Future Street Debt (EPD)                                     | 182,300             |
| <b>Total Debt Levies</b>                                     | <b>3,664,490</b>    |
| <b>Total Property Tax Levy</b>                               | <b>\$23,125,600</b> |

**BE IT FURTHER RESOLVED** that there are sufficient sums of money in the Debt Service funds of the City which are irrevocably pledged, together with the above Debt levies to pay principal and interest in 2024 on all outstanding bond issues and internal loan obligations established by previous City Council resolutions and the deferred annual tax levies previously certified to the County Auditor are hereby cancelled and replaced by the above debt service levies.

Passed this 6th day of September 2023.

\_\_\_\_\_  
Myron Bailey, Mayor

Attest:

\_\_\_\_\_  
Tamara Anderson, City Clerk

## Summary of all Government funds

|                                    | General<br>Fund   | Recycling<br>Fund | Storm Water<br>Fund | Sealcoating<br>Fund | Forfeiture<br>Fund |
|------------------------------------|-------------------|-------------------|---------------------|---------------------|--------------------|
| Revenues:                          |                   |                   |                     |                     |                    |
| General property taxes             | \$ 18,567,010     | \$ -              | \$ -                | \$ -                | \$ -               |
| Franchise & other taxes            |                   |                   |                     | 1,927,000           |                    |
| Special assessments                | 3,060             |                   |                     |                     |                    |
| Licenses and permits               | 2,371,670         |                   |                     |                     |                    |
| State Categorical Aid              | 1,533,210         |                   |                     |                     |                    |
| Other Intergovernmental            | 44,600            | 57,000            |                     |                     |                    |
| Charges for services               | 1,567,910         |                   | 1,198,360           |                     |                    |
| Fines and forfeits                 | 150,000           |                   |                     |                     | 24,000             |
| Interest Revenue                   | 126,250           | 500               | 10,000              | 10,000              | -                  |
| Miscellaneous                      |                   |                   |                     |                     |                    |
| Sales                              | 6,000             |                   |                     |                     |                    |
| Rents                              | 7,000             |                   |                     |                     |                    |
| Refunds & reimbursements           | 66,605            |                   |                     |                     |                    |
| Equipment Cerificates              |                   |                   |                     |                     |                    |
| Transfers In                       | 709,325           |                   |                     |                     |                    |
| Total revenues                     | <u>25,152,640</u> | <u>57,500</u>     | <u>1,208,360</u>    | <u>1,937,000</u>    | <u>24,000</u>      |
| Expenditures:                      |                   |                   |                     |                     |                    |
| Employee Services                  | 17,513,420        | 43,600            | 518,960             |                     |                    |
| Supplies                           | 1,481,405         | 5,000             | 25,425              | -                   | 4,880              |
| Contractual Services               | 5,778,315         | 14,120            | 429,530             | 390,640             | 21,990             |
| Capital Outlay                     | 179,500           |                   | -                   | 1,404,000           | 5,030              |
| Miscellaneous                      |                   |                   |                     |                     |                    |
| Debt Service                       |                   |                   |                     |                     |                    |
| Transfers Out                      | -                 |                   | 46,450              |                     |                    |
| Contingency                        | 200,000           |                   | -                   |                     |                    |
| Total expenditures                 | <u>25,152,640</u> | <u>62,720</u>     | <u>1,020,365</u>    | <u>1,794,640</u>    | <u>31,900</u>      |
| Revenues over (under) expenditures | <u>-</u>          | <u>(5,220)</u>    | <u>187,995</u>      | <u>142,360</u>      | <u>(7,900)</u>     |

## Summary of all Government funds continued

|                                    | Ice<br>Arena<br>Funds | Golf Course<br>Fund | CG CVB<br>Fund | EDA<br>Fund      | Equipment<br>Replacement<br>Fund | Budgeted<br>Governmental<br>Funds<br>Total |
|------------------------------------|-----------------------|---------------------|----------------|------------------|----------------------------------|--------------------------------------------|
| Revenues:                          |                       |                     |                |                  |                                  |                                            |
| General property taxes             | \$ -                  | \$ -                | \$ -           | \$ 275,000       | \$ 319,100                       | \$ 19,161,110                              |
| Franchise & other taxes            |                       |                     | 72,275         | -                |                                  | \$ 1,999,275                               |
| Special assessments                |                       |                     |                |                  |                                  | \$ 3,060                                   |
| Licenses and permits               |                       |                     |                |                  |                                  | \$ 2,371,670                               |
| State Categorical Aid              |                       |                     |                |                  |                                  | \$ 1,533,210                               |
| Other Intergovernmental            | 57,000                |                     | 54,695         | -                |                                  | \$ 213,295                                 |
| Charges for services               | 1,515,000             | 2,999,180           | 13,845         | -                |                                  | \$ 7,294,295                               |
| Fines and forfeits                 |                       |                     |                |                  |                                  | \$ 174,000                                 |
| Interest Revenue                   |                       |                     |                |                  | 7,990                            | \$ 154,740                                 |
| Miscellaneous                      |                       |                     | 2,750          |                  |                                  | \$ 2,750                                   |
| Sales                              |                       |                     |                |                  |                                  | \$ 6,000                                   |
| Rents                              |                       |                     |                |                  |                                  | \$ 7,000                                   |
| Refunds & reimbursements           |                       |                     |                |                  |                                  | \$ 66,605                                  |
| Equipment Cerificates              |                       |                     |                |                  | 240,000                          | \$ 240,000                                 |
| Transfers In                       |                       |                     | -              |                  | -                                | \$ 709,325                                 |
| Total revenues                     | <u>1,572,000</u>      | <u>2,999,180</u>    | <u>143,565</u> | <u>275,000</u>   | <u>567,090</u>                   | <u>33,936,335</u>                          |
| Expenditures:                      |                       |                     |                |                  |                                  |                                            |
| Employee Services                  | 570,960               | 1,362,900           | 83,325         | 212,875          |                                  | \$ 20,306,040                              |
| Supplies                           | 53,530                | 212,361             | 360            | 1,510            |                                  | \$ 1,784,471                               |
| Contractual Services               | 645,430               | 914,830             | 64,775         | 351,940          |                                  | \$ 8,611,570                               |
| Capital Outlay                     | -                     | 220,609             |                |                  | 983,890                          | \$ 2,793,029                               |
| Miscellaneous                      |                       |                     |                |                  |                                  | \$ -                                       |
| Debt Service                       |                       | 183,000             |                |                  | 16,800                           | \$ 199,800                                 |
| Transfers Out                      | 200,000               |                     |                |                  |                                  | \$ 246,450                                 |
| Contingency                        | -                     |                     |                |                  |                                  | \$ 200,000                                 |
| Total expenditures                 | <u>1,469,920</u>      | <u>2,893,700</u>    | <u>148,460</u> | <u>566,325</u>   | <u>1,000,690</u>                 | <u>34,141,360</u>                          |
| Revenues over (under) expenditures | <u>102,080</u>        | <u>105,480</u>      | <u>(4,895)</u> | <u>(291,325)</u> | <u>(433,600)</u>                 | <u>(205,025)</u>                           |



## Summary of all Proprietary funds

|                                    | Water<br>Fund | Sewer<br>Fund | Street Light<br>Fund | EMS<br>Fund | Insurance<br>Fund | Fleet<br>Fund | IT<br>Fund | Proprietary<br>Funds<br>Total |
|------------------------------------|---------------|---------------|----------------------|-------------|-------------------|---------------|------------|-------------------------------|
| Revenues:                          |               |               |                      |             |                   |               |            |                               |
| General property taxes             | \$ -          | \$ -          | \$ -                 | \$ -        | \$ -              | \$ -          | \$ -       | \$ -                          |
| Franchise & other taxes            |               |               |                      |             |                   |               |            | \$ -                          |
| Special assessments                |               | 2,500         |                      |             |                   |               |            | \$ 2,500                      |
| Licenses and permits               |               |               |                      |             |                   |               |            | \$ -                          |
| State Categorical Aid              |               |               |                      |             |                   |               |            | \$ -                          |
| Other Intergovernmental            |               |               |                      |             | 66,000            |               |            | \$ 66,000                     |
| Charges for services               | 3,636,910     | 4,164,700     | 1,208,850            | 2,982,480   | 3,440,090         | 2,110,640     | 1,812,600  | \$ 19,356,270                 |
| Fines and forfeits                 |               |               |                      |             |                   |               |            | \$ -                          |
| Interest Revenue                   | 50,000        | 56,000        | -                    |             | 10,000            |               |            | \$ 116,000                    |
| Miscellaneous                      |               |               | 20,000               |             |                   |               |            | \$ 20,000                     |
| Sales                              |               |               |                      |             |                   |               |            | \$ -                          |
| Rents                              |               |               |                      |             |                   |               |            | \$ -                          |
| Refunds & reimbursements           | 4,000         |               |                      |             | 40,000            |               |            | \$ 44,000                     |
| Equipment Certificates             |               |               |                      |             |                   |               |            | \$ -                          |
| Transfers In                       |               |               |                      |             |                   |               |            | \$ -                          |
| Total revenues                     | 3,690,910     | 4,223,200     | 1,228,850            | 2,982,480   | 3,556,090         | 2,110,640     | 1,812,600  | 19,604,770                    |
| Expenditures:                      |               |               |                      |             |                   |               |            |                               |
| Employee Services                  | 1,139,200     | 440,160       | 174,600              | 1,810,725   | 2,956,700         | 921,000       | 491,300    | \$ 7,933,685                  |
| Supplies                           | 249,720       | 17,020        | 95,230               | 99,260      | 12,900            | 808,200       | 238,795    | \$ 1,521,125                  |
| Contractual Services               | 1,660,365     | 3,385,850     | 784,590              | 532,540     | 441,500           | 433,100       | 1,064,470  | \$ 8,302,415                  |
| Capital Outlay                     | 150,000       |               |                      | 305,000     |                   |               |            | \$ 455,000                    |
| Miscellaneous                      |               |               |                      | 434,945     | 130,000           |               |            | \$ 564,945                    |
| Debt Service                       |               |               |                      |             |                   |               |            | \$ -                          |
| Transfers Out                      | 203,740       | 203,740       | 53,000               | 103,825     |                   |               |            | \$ 564,305                    |
| Contingency                        | -             | -             | -                    | -           |                   |               |            | \$ -                          |
| Total expenditures                 | 3,403,025     | 4,046,770     | 1,107,420            | 3,286,295   | 3,541,100         | 2,162,300     | 1,794,565  | 19,341,475                    |
| Revenues over (under) expenditures | 287,885       | 176,430       | 121,430              | (303,815)   | 14,990            | (51,660)      | 18,035     | 263,295                       |

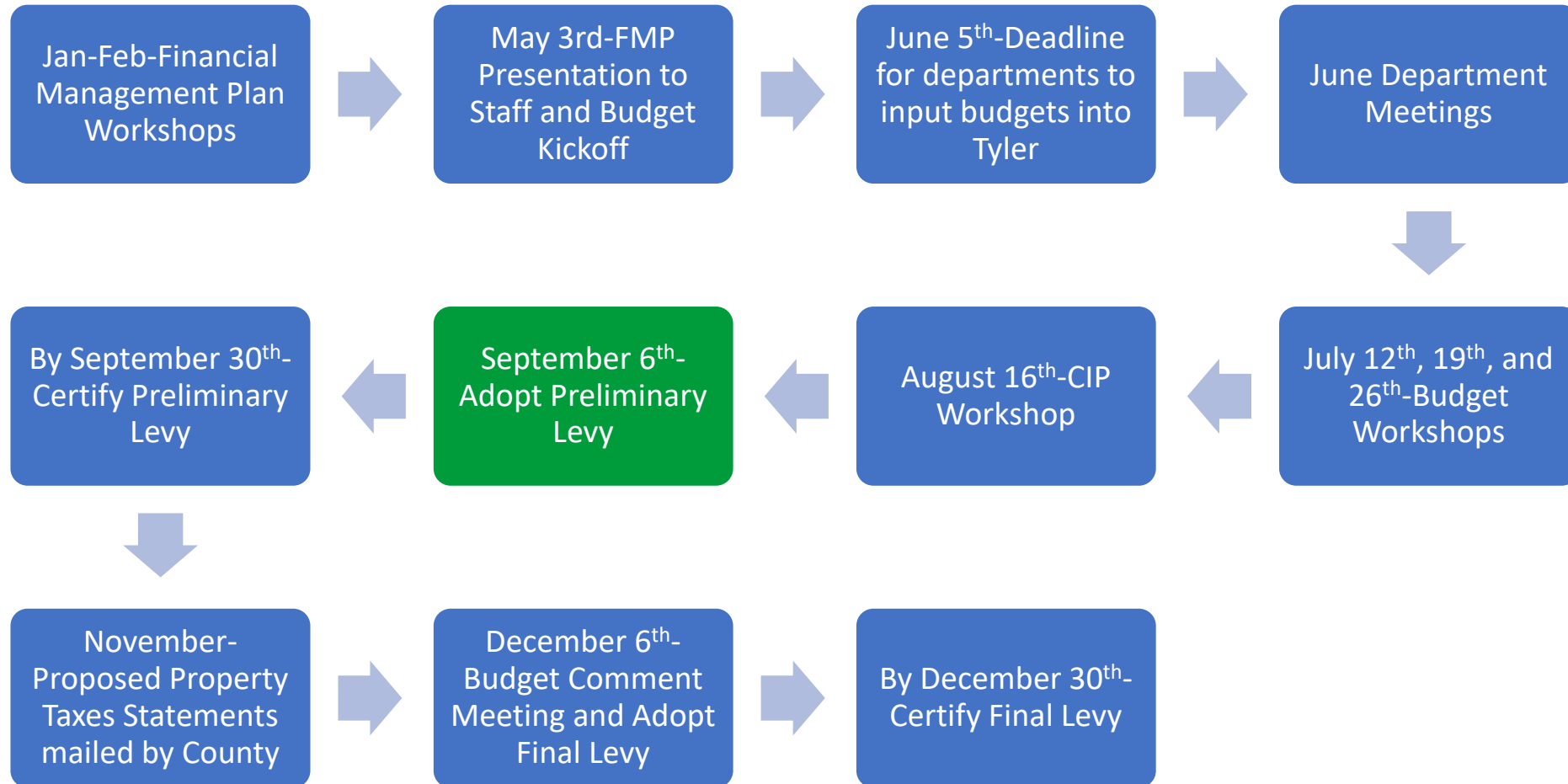


# 2024 Levy & Budget

City Council Meeting  
September 6, 2023



# 2024 Budget Calendar



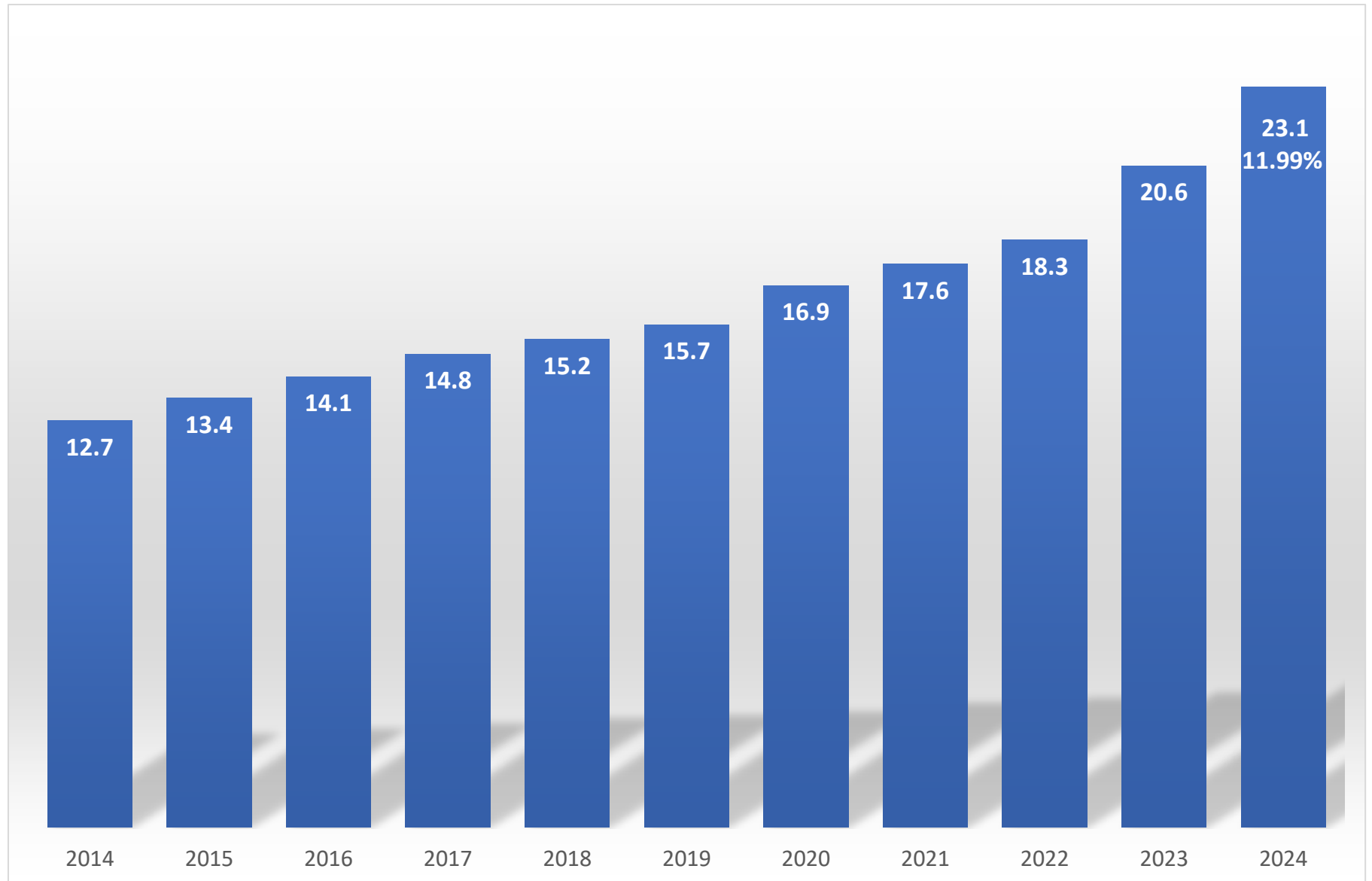
# Actions Tonight

- Adopt Preliminary Levy
  - Set Maximum levy
  - Can be lowered but not increased when the Final Levy is adopted on December 6<sup>th</sup>

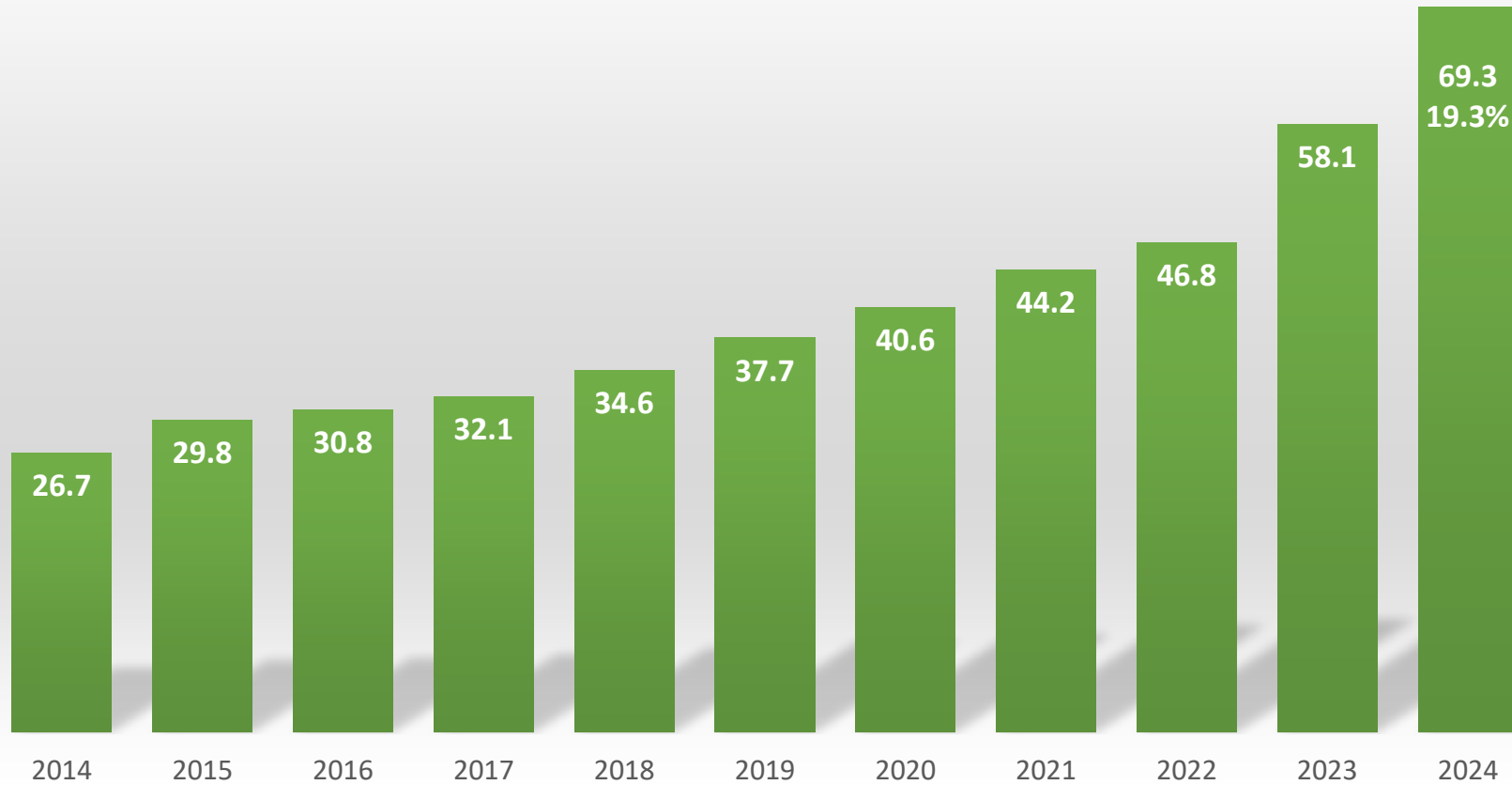
# 2024 Budget Accomplishments

- Continues to provide the same quality level of city services including but not limited to police, fire, street, snowplowing, parks, and recreation services.
- Demonstrates stewardship of capital assets by including the replacement of capital equipment and city infrastructure that have been identified in the Financial Management Plan and Capital Improvement Plan.
- Maintains the distinction to be an employer of choice by maintaining the commitments outlined in the various bargaining contracts.
- Provides managed growth in staffing positions needed for a growing community, by including new positions in the 2024 budget.
- Meets the debt service requirements for all existing debt by funding these requirements with the property tax levy.
- Increases funds for economic development and redevelopment with an increase to the EDA levy.

## City Property Tax Levy



## Total Tax Capacity (in Millions)



2024-5% of  
increase is  
due to new  
construction

## CITY TAX RATE



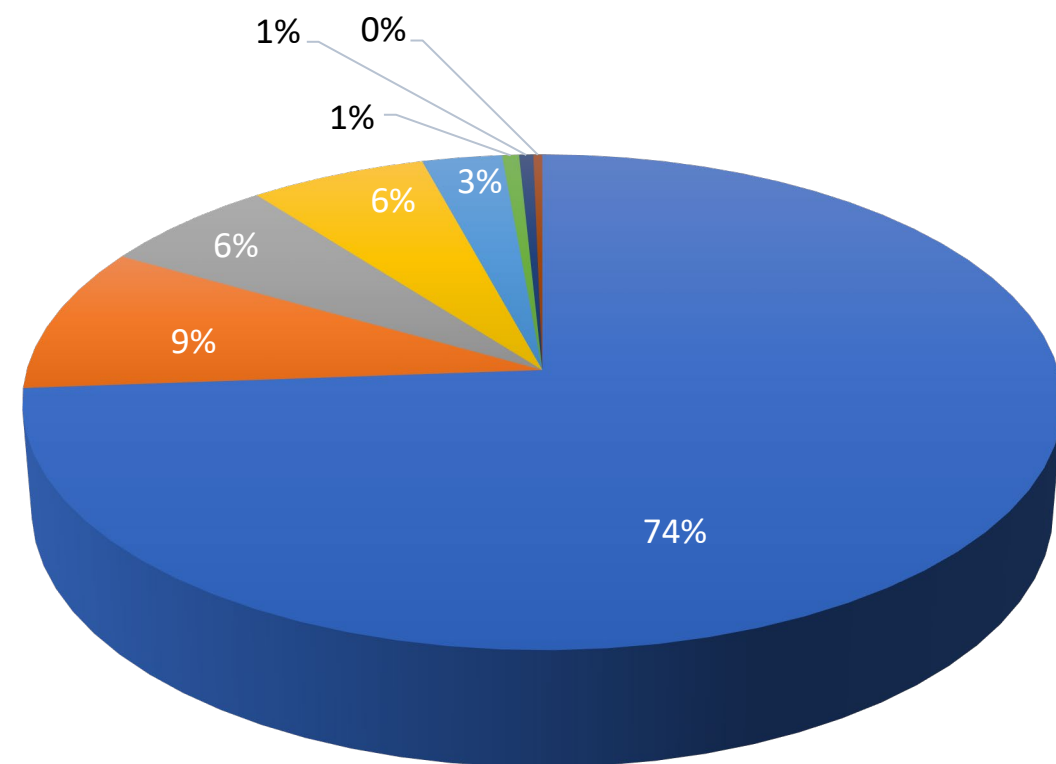


# Levy Details

|                           | Adopted<br>2023 | Proposed<br>2024 |
|---------------------------|-----------------|------------------|
| General Fund              | \$17,485,270    | \$18,567,010     |
| PSCH loan/Muni Bldg       | 250,000         | 300,000          |
| EDA                       | 125,000         | 275,000          |
| Equipment Levy            | -               | 319,100          |
| Debt -                    |                 |                  |
| Pavement Management       | 1,009,440       | 1,637,190        |
| Ice Arena                 | 220,000         | 220,000          |
| Ice Arena Refrigeration   | 350,000         | 350,000          |
| Fire Station              | 610,000         | 610,000          |
| HERO Center               | 250,000         | 250,000          |
| Glacial Valley Park Bldg. | -               | 165,000          |
| Ravine Pkwy/EPD           | 350,000         | 432,300          |
|                           | \$20,649,710    | \$23,125,600     |

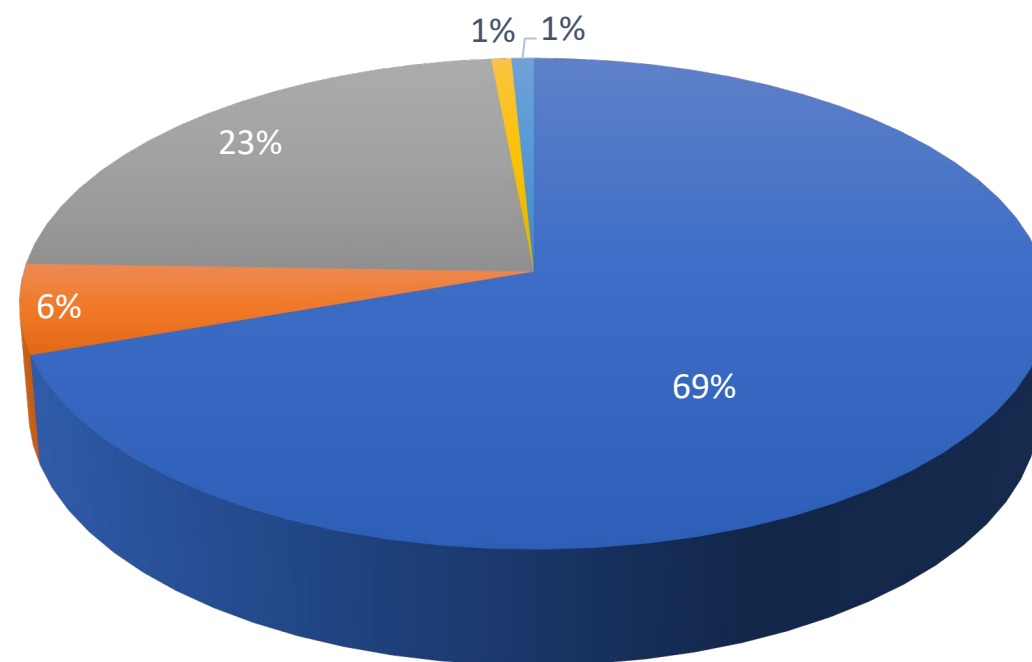
# 2024 General Fund \$25,152,640

## Revenues



- Prop Tax
- Lic & Permits
- Intergvmt
- Charges
- Transfers
- Fines
- Interest
- Misc

## Expenditures



- Personnel
- Supplies
- Contract Svc
- Capital
- Contingency

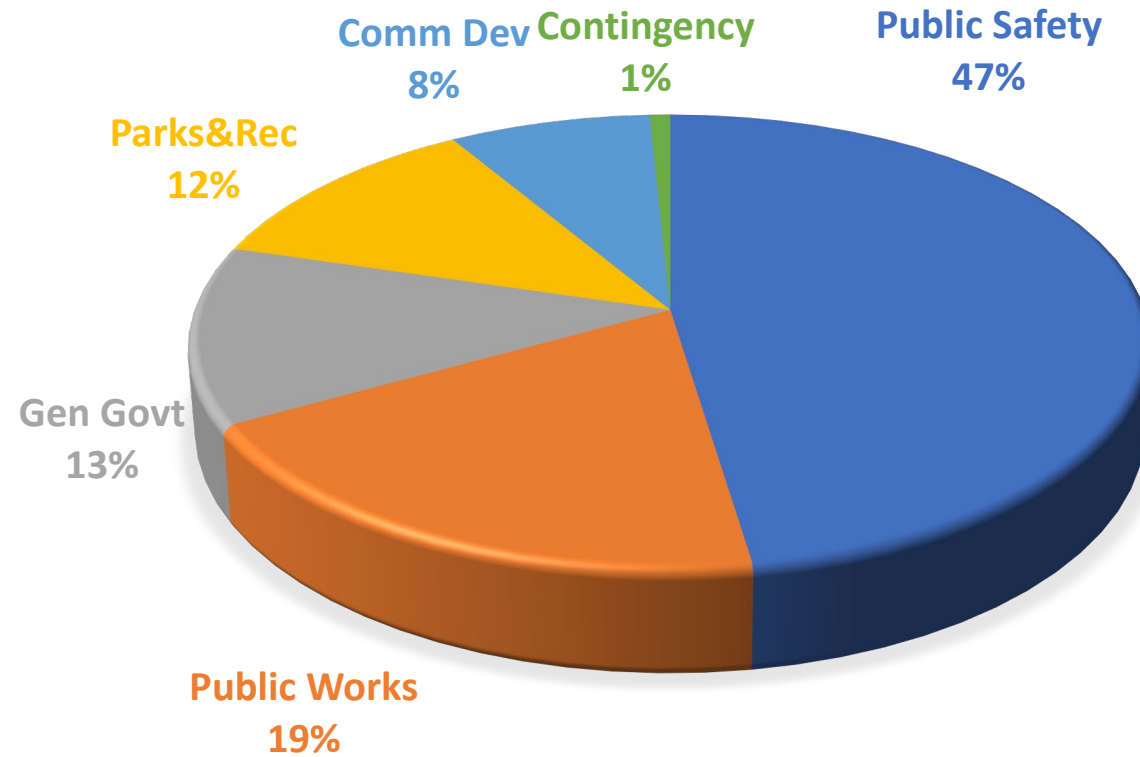
## General Fund Revenue

- Revenue increase 8.96%
- Property Tax increase only 5.82%
- One-time Public Safety Aid \$1,733,080
  - 2024 -\$716,350 (2 Police Officers, 3 FF/Paramedics, PT FF, IT)
  - 2025 -\$801,700 (Items above plus SCBA's or Deputy Fire Chief)
  - 2026 –Remaining funds
- Local Government Aid \$54,060
- Licenses and permits down 4.48%
  - Offset by keeping one building inspector position vacant

# General Fund Expenditures

- Expenditure increase 8.96%
- Contracts are settled through 2024 at 3%
- New Positions
  - 2 Police Officers (one funded by One-Time Public Safety Aid)
  - 3 Firefighter/Paramedics (two funded by One-time Public Safety Aid)
  - Management Analyst (60% funded by Utility Funds)
  - IT Technician (Funded by IT Internal Service Fund)
  - Recreation Coordinator (Revenue Neutral)
  - Utility Accounting Technician (Funded by Utility Funds)
  - Public Service Worker (Revenue Neutral)
- Internal Service Funds
- Warning Siren -9500 Block of Military
- Contingency

# 2024 General Fund Expenses by Department



# City Property Tax Calculation on Median Home

|                                          |                |
|------------------------------------------|----------------|
| Property Value \$359,700 (9.2% Increase) | \$359,700      |
| Less: Homestead Market Value Exclusion   | <u>(4,867)</u> |
| Equals Taxable Market Value              | 354,833        |
| Multiply by State Class Rate             | <u>1%</u>      |
| Equals Tax Capacity                      | 3,548          |
| Multiply by Property Tax Rate            | 32.745%        |
| City Property Tax                        | \$1,161.79     |
|                                          |                |
| Annual Increase of \$71 or .19 per day   |                |

## Tax Impacts on Other Select City Properties

| Year | Mkt. Value | Change% | City tax |
|------|------------|---------|----------|
| 2022 | 273,800    | -3.05%  | \$973    |
| 2023 | 329,600    | 20.38%  | 1,091    |
| 2024 | 371,400    | 12.68%  | 1,204    |

| Year | Mkt. Value | Change% | City tax |
|------|------------|---------|----------|
| 2022 | 310,300    | -2.45%  | 1,121    |
| 2023 | 373,600    | 20.40%  | 1,254    |
| 2024 | 417,900    | 11.86%  | 1,368    |

| Year | Mkt. Value | Change% | City tax |
|------|------------|---------|----------|
| 2022 | 384,900    | 1.34%   | 1,424    |
| 2023 | 463,300    | 20.37%  | 1,570    |
| 2024 | 519,700    | 12.17%  | 1,718    |

| Year | Mkt. Value | Change% | City tax |
|------|------------|---------|----------|
| 2022 | 344,100    | 3.80%   | 1,258    |
| 2023 | 414,300    | 20.40%  | 1,404    |
| 2024 | 441,200    | 6.49%   | 1,445    |

Average Tax Impact Change is \$97 or .26 per day

# What do my City Taxes pay for?

- 2024 Median Value Home \$359,700
- Annual City Taxes = \$1,161.79
- Monthly cost = \$96.82
- Daily cost = \$3.18
- Annual increase from 2023 of \$71 or .19 per day

|                       |         |
|-----------------------|---------|
| Public Safety         | \$40.87 |
| Public Works          | 13.22   |
| General Govt.         | 12.61   |
| Parks and Recreation  | 10.30   |
| Community Development | .10     |
| Debt Service          | 16.42   |
| Capital Equipment     | 1.34    |
| EDA                   | 1.15    |
| Contingency           | .81     |
| Total Monthly         | \$96.82 |



# Recommendation

- Adopt Resolution 2023-111, Adopting the Proposed Preliminary 2023 Property Tax Levy Collectible in 2024 in the amount of \$23,125,600



## City Council Action Request

# 13.A.

**Meeting Date** 9/6/2023

**Department** Administration

**Agenda Category** Action Item

**Title** THC Beverages at Off-Sale Liquor Establishments

**Staff Recommendation** Discuss and provide direction.

**Budget Implication** N/A

**Attachments**

|    |                             |
|----|-----------------------------|
| 1. | Memo - THC beverages 9-5-23 |
|----|-----------------------------|



**To:** Mayor and City Council  
**From:** Kori Land, City Attorney  
**Date:** September 6, 2023  
**Subject:** THC Beverages at Off-Sale Liquor Establishments

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The City enacted CBD regulations effective January 1, 2023, which allows retail establishments to sell CBD products (now called “low potency cannabis”) in specific zoning districts (B3, PB and MU). The City has issued only one license to date (High North), which is located in the MU district. (**see map**) There are no other businesses licensed or authorized to sell CBD products in the City.

Our CBD ordinance specifically prohibits the sale of CBD products at off-sale liquor stores because the Alcohol Gambling Enforcement Division (AGED) opined in 2022 that liquor stores were not allowed to sell CBD products. The new legislation in 2023, added THC infused beverages to the list of products that liquor stores can sell, in order to address the previous opinion of AGED. Keep in mind that the CBD beverages must contain less than 0.3% THC. Anything over 0.3% THC is considered adult use cannabis and will be licensed by the Office of Cannabis Management, in or around Jan. 2025.

Recently, Top Ten Liquor started selling THC-infused beverages, however, after receiving the City’s letter that CBD products cannot be sold at liquor stores in Cottage Grove, after discussing this matter with their attorney, Top Ten has voluntarily removed the products from its shelves while the Council decides this policy question.

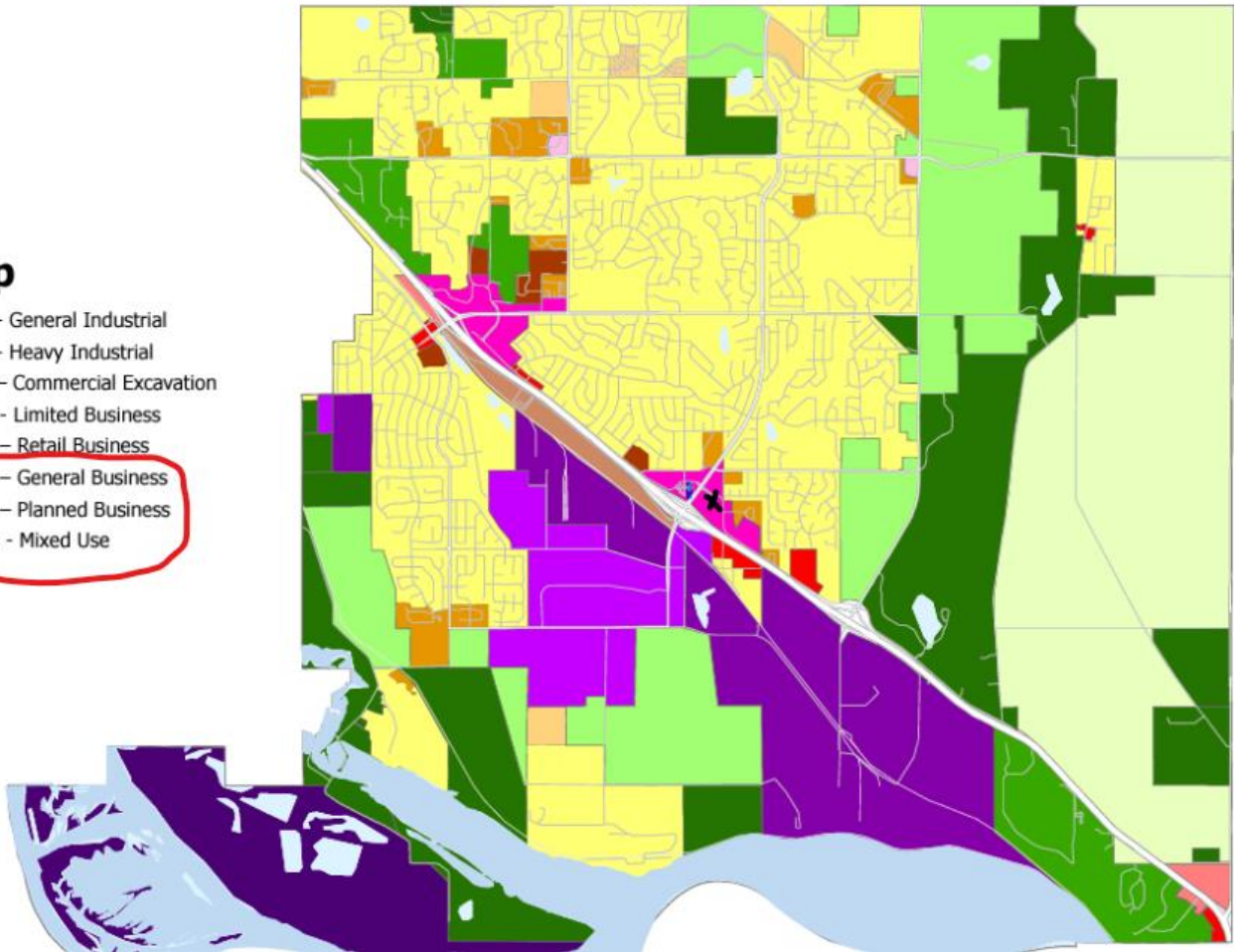
Since the new legislation specifically provides that CBD products are now allowed to be sold at liquor stores, does the Council desire to remove this restriction? If yes, consider the following:

1. There are currently 4 active liquor stores (5<sup>th</sup> license is pending but not operating):
  - a. Hy-Vee (MU) – It is allowed in this zoning district
  - b. Top Ten (MU) – They removed products from shelves and it is allowed in this zoning district
  - c. G-Will (B2) – They are not currently selling CBD products and it is **not** allowed in this zoning district
  - d. Wal-Mart (B2) – It is **not** allowed in this zoning district
2. If yes, what would be an appropriate fee? A CBD retail license is \$10,000. The City of Osseo recently modified its ordinance to allow a new off-sale license with a fee of \$500.

### **ACTION REQUESTED**

Discuss and provide direction.

## ZONING MAP



The X shows the location of High North



# City Council Action Request

## 13.B.

**Meeting Date** 9/6/2023

**Department** Finance

**Agenda Category** Action Item

**Title** Street Reconstruction Plan

**Staff Recommendation** Review, discuss, and provide input regarding the Street Reconstruction and Overlay Plan

**Budget Implication**

**Attachments**

|    |                         |
|----|-------------------------|
| 1. | CC Memo SROP 09-06-2023 |
| 2. | SROP Draft 09-01-2023   |



**To:** Honorable Mayor and City Council Members  
Jennifer Levitt, City Administrator

**From:** Brenda Malinowski, Finance Director

**Date:** September 6, 2023

**Subject:** Street Reconstruction and Overlay Plan (SROP)

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## Introduction

A Street Reconstruction and Overlay Plan (SROP) was discussed during the Financial Management Plan (FMP) process as a method of scheduling street projects and issuing debt for those street projects that will not have 20% assessments. A SROP is a plan governed under Minnesota Statute, 475.58, subdivision 3b. An SROP is designed to anticipate street reconstruction expenditures and schedule them over a 5-year period so that they may be constructed in the most efficient and cost-effective manner.

Now that the street projects have been identified in the Capital Improvement Plan and the costs to pay for those street projects have been included in the FMP, the next step is to begin the process of adopting the SROP. Before a SROP can be adopted, a public hearing must be held for public input on the SROP. The public hearing is proposed to occur at the Council Meeting on October 18<sup>th</sup>.

Since this is a new process for Cottage Grove, staff will review the process with Council, review the projects in the SROP, and seek consensus on the projects and amounts in the SROP.

Street projects that are included in the SROP are listed below.

| Project                                                  | Anticipated Year | Estimated SROP cost |
|----------------------------------------------------------|------------------|---------------------|
| East Point Douglas                                       | 2024             | \$3.5M              |
| Jamaica Avenue from 80 <sup>th</sup> to 90 <sup>th</sup> | 2024             | \$4M                |
| 80 <sup>th</sup> Street from Ideal to Highway 61         | 2026             | \$4.5M              |
| 80 <sup>th</sup> Street Roundabout at Keats              | 2026             | \$1.5M              |
| 100 <sup>th</sup> Street                                 | 2026             | \$5M                |
| Harkness Avenue                                          | 2027             | \$2M                |
| Jamaica (Rose of Sharon to Military)                     | 2028             | \$5M                |

Note-higher inflationary costs were included in the 2026-2028 projects. Amounts and/or years can be shifted between projects, but total bonds of all projects cannot exceed the total of all projects without adopting a new SROP.

## Discussion

Review, discuss, and provide input regarding the Street Reconstruction and Overlay Plan.

October 18, 2023

FIVE - YEAR STREET RECONSTRUCTION & OVERLAY  
PLAN:

# City of Cottage Grove, MN

## 2024 - 2028



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Prepared by:

Ehlers  
3060 Centre Pointe Drive  
Roseville, Minnesota 55113

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**BUILDING COMMUNITIES. IT'S WHAT WE DO.**

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## **I. INTRODUCTION**

In 2002, the Minnesota State Legislature passed into law a bill which generally exempts city bonds issued under a street reconstruction program from the referendum requirements usually required for bonding expenditures. In 2013 the Legislature amended the law to allow bituminous overlays to be included in the street reconstruction program. In 2021 the Legislature amended the definition of street reconstruction and bituminous overlays to include the addition or reconstruction of turn lanes, bicycle lanes, sidewalks and paths. In addition, bicycle lanes, sidewalks and paths were added as allowable costs when widening a street. The authorization is contained in Minnesota Statutes, Section 475.58, subdivision 3b (the “Act”).

## **II. PURPOSE**

A street reconstruction program represents a major expenditure of city funds for the reconstruction or bituminous overlay of public streets. As defined in the Act, street reconstruction and bituminous overlay projects may include utility replacement and relocation and other incidental costs, turn lanes and other improvements having a substantial public safety function, realignments, other modifications to intersect with state and county roads, and the local share of state and county road projects. Except in the case of turn lanes, safety improvements, realignments, intersection modifications, and local share of state and county road projects, street reconstruction and overlays do not include the portion of project costs allocable to widening a street or adding curbs and gutters where none previously existed.

A Street Reconstruction and Overlay Plan (SROP) is a document designed to anticipate street reconstruction and overlay expenditures and schedule them over a five-year period so that they may be purchased in the most efficient and cost-effective method. A SROP allows the matching of expenditures with anticipated income. As potential expenditures are reviewed, the city considers the benefits, costs, alternatives and impact on operating expenditures.

The City of Cottage Grove, Minnesota (the “City”) believes the street reconstruction and overlay process is an important element of

responsible fiscal management. Major capital expenditures can be anticipated and coordinated to minimize potentially adverse financial impacts caused by the timing and magnitude of capital outlays. This coordination of capital expenditures is important to the City in achieving its goals of adequate physical assets and sound fiscal management. Good planning is essential for the wise use of limited financial resources. The SROP is designed to be updated on an as needed basis.

### **III. PLANNING PROCESS**

The City Council annually reviews its capital expenditures according to their priority, fiscal impact, and available funding as part of its Capital Improvement Plan (CIP) process. The City assembles the specific capital expenditures to be undertaken within the next five years. The City Council prepares a plan based on the available funding sources. From this information, a preliminary CIP is prepared for public discussion from citizens and other governmental units. Changes are made based on that input, and a final plan is established.

Over the life of the CIP, once the funding becomes available the individual capital expenditures can be made as part of individual project approvals. In subsequent years, the process is repeated as expenditures are completed and new needs arise.

If bonding is necessary, the City works with its municipal advisor to prepare a bond sale and repayment schedule. Street reconstruction and overlay planning occurs separately from the CIP process focusing specifically on street reconstruction and overlay projects to be financed with general obligation street reconstruction bonds under provisions of the Act. The SROP is to describe the identified street reconstruction and overlay projects to be financed, their estimated costs, and any planned reconstruction or overlay of other streets in the City over the next five years.

For a city to use its authority under the Act to finance street reconstruction and bituminous overlay expenditures with general obligation bonds, it must meet the requirements provided therein.

Specifically, the city must hold a public hearing for public input on a SROP. Notice of such hearing must be published in the official newspaper of the city at least 10, but not more than 28 days prior to the date of the public hearing. In addition, the council must approve the SROP and issuance of street reconstruction bonds by a two-thirds majority vote of its membership present at the meeting following a public hearing.

Although a referendum is not required, a reverse referendum is allowable. If a petition requesting a vote on the issuance of bonds bearing the signatures of at least 5 percent of the votes cast in the last municipal general election is filed with the municipal clerk within 30 days after the public hearing, a referendum vote on the issuance of the bonds shall be required to authorize the issuance. If the municipality elects not to submit the question to the voters, the municipality shall not propose the issuance of bonds under the Act for the same purpose for a period of 365 days from the date of receipt of the petition.

#### **IV. PROJECT SUMMARY**

The expenditures to be undertaken with this 2024 to 2028 SROP are limited to those listed in Appendix A and further discussed in the following section. All other foreseeable capital expenditures within the City government will come through other means or through an amendment to this SROP.

#### **V. FINANCING**

The total amount of requested expenditures under the SROP is up to \$23,000,000. If these expenditures are to be funded, that amount of money is anticipated to be generated through a combination of tax levy, special assessments and sale of general obligation street reconstruction plan bonds over the five-year period.

In the financing of the SROP, one statutory limitation applies. Under Chapter 475, with few exceptions, cities cannot incur debt in excess of

3% of the assessor's estimated market value (EMV) for the city. The City's Pay 2023 EMV is \$5,517,714,600. As noted in the table below, the City's debt subject to this requirement, including the proposed bond issue, is within the required threshold:

| <b>Net Debt Limit</b>             |               |
|-----------------------------------|---------------|
| Assessor's Estimated Market Value | 5,517,714,600 |
| Multiply by 3%                    | 0.03          |
| Statutory Debt Limit              | 165,531,438   |
| Less: Debt Paid Solely from Taxes | (12,770,000)  |
| Less: Proposed Bond Issue(s)      | (25,500,000)  |
| Unused Debt Limit                 | 127,261,438   |

Under the SROP, the City plans to issue up to \$25,500,000 in general obligation bonds in the years 2024 through 2028 to finance the projects listed in Appendix A and further described below.

| Year | Street             | Description                                                                                                   |
|------|--------------------|---------------------------------------------------------------------------------------------------------------|
| 2024 | East Point Douglas | Reconstruction and realignment of the intersection at Jamaica Avenue and the entrance to Cub Foods and Target |
|      | Jamaica Avenue     | Reconstruction of the road from 80th to 90th street                                                           |
| 2025 | None Anticipated   |                                                                                                               |
| 2026 | 80th Street        | Reconstruction from Ideal Avenue to Highway 61                                                                |
|      | 80th Street        | Local share of a County improvement project at 80th Street and Keats Avenue                                   |
|      | 100th Street       | Local share of a County reconstruction and realignment project                                                |
| 2027 | Harkness Avenue    | Reconstruction from Oakwood Park north to Hardwood Avenue intersection                                        |
| 2028 | Jamaica Avenue     | Local share of a County reconstruction project from Rose of Sharon Church to Military Road                    |

The bond sizing is based upon funding the estimated project amounts listed in Appendix A plus estimated cost of issuance, underwriter discount, capitalized interest and contingency.

## **VI. PLAN CONTINUATION**

This SROP should be reviewed annually as needed by the City Council using the process outlined in this document. It should review proposed expenditures, make priority decisions, and seek funding for those expenditures it deems necessary for the City. If deemed appropriate, the Council should prepare an update to this SROP.

## APPENDIX A

### Plan Project Costs:

The 2024 through 2028 capital expenditures are estimated to be approximately \$23,000,000 for the planned road reconstruction and bituminous overlay projects. The project costs have been increased to account for inflation and contingency. The project costs are anticipated to be funded with up to \$25,500,000 in bond proceeds.

| Project Costs |                          |           |                   |
|---------------|--------------------------|-----------|-------------------|
| Year          | Project                  | Amount    |                   |
| 2024          | 2024 Road Reconstruction | \$        | 7,000,000         |
| 2025          | None Anticipated         | \$        | -                 |
| 2026          | 2026 Road Reconstruction | \$        | 10,500,000        |
| 2027          | 2027 Road Reconstruction | \$        | 1,500,000         |
| 2028          | 2028 Road Reconstruction | \$        | 4,000,000         |
| <b>TOTAL</b>  |                          | <b>\$</b> | <b>23,000,000</b> |

### Proposed SROP Bond Issues:

The 2024 through 2028 bond proceed amounts are noted in the table below. For purposes of the SROP, the bond proceed amounts were determined by including cost of issuance, underwriter discount and capitalized interest costs.

| Proposed SROP Bond Issues |           |                   |  |
|---------------------------|-----------|-------------------|--|
| Year                      | Amount    |                   |  |
| 2024                      | \$        | 7,500,000         |  |
| 2025                      | \$        | -                 |  |
| 2026                      | \$        | 11,000,000        |  |
| 2027                      | \$        | 2,000,000         |  |
| 2028                      | \$        | 5,000,000         |  |
| <b>TOTAL</b>              | <b>\$</b> | <b>25,500,000</b> |  |