



COTTAGE GROVE CITY COUNCIL

October 4, 2023

12800 RAVINE PARKWAY SOUTH
COTTAGE GROVE, MINNESOTA 55016
COUNCIL CHAMBER- 7:00 PM

- 1 Call to Order
- 2 Pledge of Allegiance
- 3 Roll Call
- 4 Open Forum
- 5 Adoption of Agenda
- 6 Presentations
 - A Proclamation Honoring Hispanic Heritage Month
Staff Recommendation: Proclaim September 15 through October 15, 2023 Hispanic Heritage Month.
 - B Recognition of Rigo Aguirre - National Latino Police Officer's Association's 2023 Lifetime Award
Staff Recommendation: Recognize Commander Rigo Aguirre's accomplishment of the NLPOA Lifetime Award.
 - C Fire Prevention Week Proclamation and Fire Department Open House Overview
Staff Recommendation: Proclaim the week of October 8 to 14, 2023, as Fire Prevention Week and receive a brief presentation about the Fire Department Open House.
- 7 Consent Agenda
 - A September 6, 2023, Special Meeting Minutes
Staff Recommendation: Approve the September 6, 2023, Special Meeting Minutes.
 - B September 6, 2023, Regular Meeting Minutes.
Staff Recommendation: Approve the September 6, 2023, Regular Meeting Minutes.
 - C Liquor License - Bills Liquor, LLC
Staff Recommendation: Approve the Off- Sale Liquor application for Bills Liquor, LLC, located at 7155 Jorgensen Lane South #150, Cottage Grove, Minnesota.
 - D Tobacco License - Bills Liquor, LLC
Staff Recommendation: Approve the Tobacco application for Bills Liquor, LLC, located at 7155 Jorgensen Lane South #150, Cottage Grove, Minnesota.
 - E Washington County Election Joint Powers Agreement
Staff Recommendation: Approve the Joint Powers Agreement with Washington County for elections administration.
 - F Approval of Rental Licenses
Staff Recommendation: Approve the issuance of rental licenses to the properties listed in the attached table.

- G Authorization to Apply for Firehouse Subs Public Safety Foundation Grant
Staff Recommendation: Authorize the Fire Department to apply to the Firehouse Subs Public Safety Foundation for a grant up to \$35,000.00.
- H Appointment of Brad Petersen to Deputy Director of Public Safety- Police Captain
Staff Recommendation: Approve the appointment of Brad Petersen to the position of Deputy Director of Public Safety – Police Captain, effective Monday, January 1, 2024.
- I Shoppes CPF Grant Approval
Staff Recommendation: Approve the Community Project Funding Grant Agreement B-22-CP-MN-0496 with the Department of Housing and Urban Development for the Shoppes at Cottage View Project.
- J MN Highway Freight Grant
Staff Recommendation: Adopt Resolution 2023-129 supporting the City's Minnesota Highway Freight Program application for the County Road 19A/100th Street Realignment Project.
- K State of Minnesota's 50 Acre Acquisition of Property
Staff Recommendation: Authorize Resolution 2023-119 supporting the acquisition of a 50-acre portion of the Gustafson property by the Minnesota Department of Natural Resources and inclusion in the Grey Cloud Dunes Scientific and Natural Area.
- L Hamlet Park Phase 3 Project - Final Payment
Staff Recommendation: Adopt Resolution 2023-127, approving the final payment for the Hamlet Park Phase 3 Project to Miller Excavating Inc. in the amount of \$81,769.11.
- M 2023 Mill & Overlay Project - Final Payment
Staff Recommendation: Adopt Resolution 2023-128 approving the final payment for the 2023 Mill and Overlay Project to Bituminous Roadways Inc. in the amount of \$27,322.28.
- 8 Approve Disbursements
 - A Approve Disbursements
- 9 Public Hearings
- 10 Bid Awards
- 11 Regular Agenda
 - A Declare Vacancy - Councilmember Dennis
Staff Recommendation: Adopt Resolution 2023-130 accepting Councilmember Dennis' resignation and declaring a vacancy. Approve the appointment process outlined in the memo.
- 12 Council Comments and Requests
- 13 Workshops - Open to Public
- 14 Workshops - Closed to Public
- 15 Adjournment



City Council Action Request

6.A.

Meeting Date 10/4/2023

Department Administration

Agenda Category Presentation

Title Proclamation Honoring Hispanic Heritage Month

Staff Recommendation Proclaim September 15 through October 15, 2023 Hispanic Heritage Month.

Budget Implication

Attachments

1.	Hispanic Heritage Month 2023 Proclamation
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PROCLAMATION HONORING HISPANIC HERITAGE MONTH SEPTEMBER 15 — OCTOBER 15, 2023

WHEREAS, National Hispanic Heritage Month, established in 1988, is an opportunity to celebrate the rich cultural traditions and honor the significant achievements of our Hispanic, Latina/Latino and Latin American communities; and

WHEREAS, Hispanic and Latino Americans have made enormous contributions to our diverse society by sharing their talents, culture, traditions, and their deep connection to family values and a commitment to faith and a desire to live the American dream; and

WHEREAS, the Hispanic community has had a profound influence on our country through their strong commitment to family, faith, hard work, and services, and they have enhanced and shaped our national heritage with centuries-old traditions that reflect the multiethnic and multicultural customs of their community; and

WHEREAS, we recognize and honor the many ways that Hispanics have enriched the fabric of our society while also rededicating ourselves to address the lack of equal access to opportunity that many still face; and

WHEREAS, the City of Cottage Grove is proud to honor the history and contributions of Hispanics in our community and throughout our State and our Nation.

NOW, THEREFORE, the Mayor and City Council of the City of Cottage Grove, County of Washington, State of Minnesota, hereby proclaim September 15 through October 15, 2023, as:

HISPANIC HERITAGE MONTH

Passed this 4th day of October 2023.

Myron Bailey
Mayor



City Council Action Request

6.B.

Meeting Date	10/4/2023
Department	Public Safety
Agenda Category	Presentation
Title	Recognition of Rigo Aguirre - National Latino Police Officer's Association's 2023 Lifetime Award
Staff Recommendation	Recognize Commander Rigo Aguirre's accomplishment of the NLPOA Lifetime Award.
Budget Implication	N/A
Attachments	None



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

FROM: Pete Koerner

DATE: October 4, 2023

RE: Recognition of Rigo Aguirre - National Latino Police Officer's Association's 2023 Lifetime Award

Discussion

Recently, Commander Rigo Aguirre was awarded the National Latino Police Officer Association (NLPOA) Lifetime Award at the national conference.

Rigo has been involved with the NLPOA since he was a law enforcement student. He has been the Treasurer, Vice President, and is currently the President of the Minnesota Chapter and on the NLPOA Executive Board of Directors.

Rigo is a community member and often partners with the Cottage Grove Public Safety Department. Rigo really is a leader who supports, promotes, and contributes to the growth and success of the Minnesota Latino community.

The NLPOA Lifetime award is presented to someone who has shown great commitment to the mission and goals of the NLPOA, and to the organization. Rigo has certainly achieved that and more.

Recommendation

Recognize Commander Rigo Aguirre's accomplishment of the NLPOA Lifetime Award.

Attachments

None



City Council Action Request

6.C.

Meeting Date	10/4/2023		
Department	Public Safety		
Agenda Category	Presentation		
Title	Fire Prevention Week Proclamation and Fire Department Open House Overview		
Staff Recommendation	Proclaim the week of October 8 to 14, 2023, as Fire Prevention Week and receive a brief presentation about the Fire Department Open House.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>Fire Prevention Week Proclamation 2023</td></tr></table>	1.	Fire Prevention Week Proclamation 2023
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PROCLAMATION

Fire Prevention Week

WHEREAS, the City of Cottage Grove is committed to ensuring the safety and security of all those living in and visiting our state; and fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, according to the National Fire Protection Association® most recent data, U.S. home fires resulted in 2,800 civilian deaths in 2021, and fire departments in the United States responded to 338,000 home fires; and

WHEREAS, cooking is the leading cause of home fires in the United States; and two of every five home fires start in the kitchen with 31% of these fires resulting from unattended cooking; and

WHEREAS, more than half of reported non-fatal home cooking fire injuries occurred when the victims tried to fight the fire themselves; and

WHEREAS, Cottage Grove residents should turn pot handles toward the back of the stove; always keep a lid nearby when cooking; keep a three-foot kid-free zone around the stove, oven, and other things that could get hot; watch what they heat; and set a timer to remind them that they are cooking; and

WHEREAS, residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and working smoke alarms cut the risk of dying in reported home fires almost in half; and

WHEREAS, Cottage Grove first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, Cottage Grove residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, the 2023 Fire Prevention Week theme, "Cooking safety starts with YOU. Pay attention to fire prevention.," effectively serves to remind us to stay alert and use caution when cooking to reduce the risk of kitchen fires.

NOW, THEREFORE, the Mayor and City Council of the City of Cottage Grove, County of Washington, State of Minnesota, hereby proclaim the week of October 8-14, 2023, as: "Fire Prevention Week" with the theme, "Cooking safety starts with YOU. Pay attention to fire prevention." And encourages all Cottage Grove residents to check their kitchens for fire hazards and use safe cooking practices.

Passed this 4th day of October, 2023.

Myron Bailey
Mayor



City Council Action Request

7.A.

Meeting Date	10/4/2023		
Department	Administration		
Agenda Category	Action Item		
Title	September 6, 2023, Special Meeting Minutes		
Staff Recommendation	Approve the September 6, 2023, Special Meeting Minutes.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>2023-09-06 City Council Special Meeting</td></tr></table>	1.	2023-09-06 City Council Special Meeting
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MINUTES

COTTAGE GROVE CITY COUNCIL

COUNCIL CHAMBERS
12800 RAVINE PARKWAY SOUTH

September 6, 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-Arrived after Roll Call; Council Member Olsen-Here.

3. REGULAR AGENDA

- A. Mississippi Landing Concept Plan Review
Staff Recommendation: 1) That the City Council review the Concept Plan submitted by Rachel Development and provide feedback. 2) Approve the Preliminary Development Agreement with Rachel Development, Inc.

Mayor Bailey stated the purpose of this workshop is to look at an updated Concept Plan by Rachel Development for the Mississippi Landing area. Paul Robinson, the Development Director of this project, will give us a presentation. Mayor Bailey asked that questions be held until the end of the presentation.

Paul Robinson, Development Director of Rachel Development, stated he's in charge of this development. Rachel Development has existed for about eight-or-nine years; they've developed about 5,000 residential units, including 70 projects across the Twin Cities and some upstate. They build single-family residential, a senior memory care product, and also apartments; so, they have a full spectrum of development.

He stated about two years ago Pulte started with this project and had open houses, went through the EAW process, had a Master Plan approved, then a Master Park Plan was approved. It was all kind of circling around this property, Mississippi Landing, with the plat approved in March 2022. Pulte let the property go.

He had been working on this property prior to Pulte, so he knew David Gustafson and Doc and he made offers way back. It's a pretty competitive piece of property but he talked to Mr. Gustafson and put it under contract about six months ago, in March.

Director Robinson stated he knows he hasn't been here for six months, but we have been working quite hard over the last few months trying to figure out a way to make this project work. So, we reviewed all of the work that was completed, the EAW, the historical home analysis, the archaeological analysis, and the environmental Phase 1, Phase 2; there are probably 2,000-3,000 pages of documents that have been done for this project. We came up with our own cost estimates; we helped Mr. Gustafson and the City work together on coming up with an agreement to dedicate this park and the access to the park. We did our own market analysis, and have had numerous meetings with builders to get them familiar with this area, for some of those that weren't.

Ultimately, we just worked on ways to close the gap between what we saw to make this a successful project.

Director Gustafson reviewed what he'd be speaking about tonight, including:

- A refresher on the property;
- Review and compare their revised plan to the preliminary plat that was previously approved;
- Review and distribute some of the sample homes for each lot type;
- Touch on the potential for some future flexibility;
- Review the risks and challenges that this site faces;
- Their response to those risks and challenges.

He stated he's showing this as about a 200-acre site, staff report includes some of the land is underwater; basically, all the upland area is about 200 acres. Mr. Gustafson has with the DNR an option agreement for the 47.5 of this 200 acres. In talking to him today, he is interested in trying to close at the beginning of next year with the DNR, so, that's what we're targeting for a timeline. The City Park Land Agreement that you worked out both with Mr. Gustafson and everybody to get that 29.3 acres of City Park Land, there's a little bit more to come; so, it'll actually be 33.3 City Park acres. That leaves about 123.7 acres left for part of our Development Plan approval, for a revised preliminary plat. If you take the 4 acres, that completes the park dedication, so there's about 119 acres left. He doesn't have an overlay for this, but all the yellow area that you see, about 25.8 is some type of open space; whether its stormwater, wetlands, or its just open space within the existing development. So, there's still, even with all the open space around this, there's still additional open space within it. If we just kind of look at what the public gets in this particular land transaction, between the DNR, the City, and the park, there's 45 acres right along the river; about 23% of the whole site is right there, along the river. If you include all the DNR land, you'd have over 40% of this site being in the public domain.

Director Robinson likes to look at topography, to just start with some of the basics of the site. We looked at the lower areas of the site, along the river, and then to the north and going along the railroad tracks is a drainage way that exists today and has been there forever. When you come into the site, it raises up and then it actually gets into the

higher portions of this site; he'll talk about how this affects drainage. This is a very unorganized looking topography, mainly because of the golf course since a lot of topography has been altered to create fairways. In general, if you just look at the big picture, there's sort of a top to the site and it drains to the river and it drains to the north. So, again, we have that natural drainage way that comes down through the mid-north and along the railroad tracks. About 2/3 of the site really drains toward that drainage way; so, that's where you'll see how the stormwater treatment was done by Pulte, and will be done by us. We basically tried to capture that and have that topography in a way that the water flows today. Obviously, there's the area along the river that drains to the river. There's about 7.7 acres of wetlands on the site, we have about 16 acres of stormwater ponding, plus or minus, when we finish our final plans. Again, they really attempted to capture all the water that's naturally draining to that northeast and east and treat it before it goes into the wetlands and then eventually into the river.

Another factor, and it was mentioned quite a bit in the EAW, was the idea that this site has some bedrock; that's been explored in a number of instances, all these red dots clarify where tests were done, so a lot of exploration has been done about where the bedrock is today. It adds a bit of a challenge when we need to get to a lift station up here for some of the utilities. In general, unfortunately, it flows very much through that bedrock, so, we'll have to do some excavation of the bedrock to be able to get the utilities onto this site. This is a map, putting it all together, and seeing the different course of what we have to deal with on this particular property.

This is our quick goals of our overall Concept Plan, the plan that you have in your packet. When we laid out this site, he looked at a lot of plans that have been developed: There's a plan in the EAW, there's a plan in the Master Park Plan, so, there are 20-to-30 plans that have been done for this site, and they're all kind of in the same range. We are yet another plan that's sort of trying to tweak it to meet what we believe the market can handle today. In general, all the plans kind of stay in the same basic ballpark, and we tried to stay there as well. We're trying to create a high-quality neighborhood, one that's connected to the river and to the open spaces, one that has a variety of homes and a variety of price points. Keeping the trail connections that were just seen in the previous plans, the open spaces and the wetlands, and creating a project, most importantly, as financially viable that will be successful in this market here, in this place. He's calling them neighborhoods, you can call them different products: One is the 40-foot terrace product, a 60-foot lot single family, and then what he's calling the river neighborhood, the larger, 65-foot wide lots, all along the river.

He stated the one on the left is the Mississippi Landing preliminary plat, the one on the right he's calling Mississippi Landing 2, so we don't get them confused, but that's our Concept Plan. So, in the original preliminary plat, there were eight twin-home units, and then there 52 condos; so, together, 60 units stuck in that corner that was more of a multifamily type zoning. We talked to Lifestyle Communities; initially, they were pretty interested, although they've recently acquired a number of other projects that they believed were in a stronger market, so they've kind of lost interest in trying to pursue this. It isn't that we have given up on that idea, but we don't have somebody in tow at this moment, and he'll speak about that more under flexibility.

Continuing on the east side of the preliminary plat, there were about 103 50-foot lots, so, smaller single-family homes. If you compare that to what we're proposing in our Concept, we've basically taken almost that same number of units, like 170-180, but we've spread them into a different product, with a little bit smaller lots and carriage-type homes. It's very much like the Capstone product to the north.

The largest, under the Pulte preliminary plat, or the Mississippi Land preliminary plat, number of amounts was a 60-foot wide unit, 180 of those. They were all what he would call modern split entries; that was the type of predominant product at that time. What we've done is we've taken and reduced the amount from 60 and we're actually going to split it generally in half, between 57.5-foot lot and a 62.5-foot lot. So, the 57.5 would be that modern split entry, and the 62.5 would be more of a typical two-story single family.

If you go to the final product choice that they had under the preliminary plat, there were between 60- and 70-foot-wide lots; there were some larger lots that kind of were along the western edge. We've moved those larger lots and increased them and put them along the river, so that it created a little bit more exclusive neighborhood along the river with a little bit larger lots. So, in total, we have about 19 fewer units than the previous plans, but we have more single-family units, in general.

Previously, there were 60-foot lots and 50-foot lots along the river, but again, we're changing those all to the 65-foot lots. We're also moving this pond over to the other side so that it creates a little bit of separation in this neighborhood; we're trying to create just a little bit nicer feel, a little bit of separation for this part of the neighborhood. We're also putting in a green buffer, a landscape buffer between this river portion of the neighborhood and the other portion of the neighborhood. There will be separate monumentation for this area of the neighborhood, all to just kind of make it feel just a little bit unique, a little different. Then, to accomplish all this, we modified the park boundary, which was part of the MOU or the agreement that we had with the City or that Mr. Gustafson has had, to be able to adjust the park boundary slightly. We took some of the actually heaviest-wooded area of the site, put that into the park, and where a large part of the parking lot was, the northern part of the parking lot of the golf course, is now part of the lotted area.

Again, Pulte had three different neighborhoods, with different product types. Right now, we're talking to a number of builders, but we're kind of honing in, and in the next month we're going to probably have agreements with several builders. But Pulte is the main builder for the 60s right now, we're talking to MI and one other for the 40s, and maybe three-or-four different builders for the 65s.

So, the 40-foot lots, we're calling them terrace lots, or detached townhomes, it's all that single family, but it's basically a more affordable house; they range in size from 1,400 to 3,000, the average sweet spot is in that 1,900 to 2,200 square-feet. They sell in the low to mid \$400Ks. Again, they're not very different than what's happening with Capstone, if you look at Capstone's recent sales, they're all sort of drifting into that upper \$300Ks and lower \$400Ks and up. This is an example of the product that MI has, and then this is how it looks in a streetscape; this is a project that he did in Minnetrista with MI Homes, he thinks they have a pretty attractive streetscape for that type of product.

He spoke of the 57.5, the modern split entry, which is in the more affordable range, its 1,300 to 2,700 finished square-foot range. They generally start in the mid-\$400Ks and go to the low \$500Ks. These are just final illustrations of those products, and these are the renderings. These are the same products that were proposed to be probably the primary product in the previous preliminary plat.

On the remaining 62.5, the larger of the 60s, that's just your typical two-story product, 2,300-to-3,300 square-foot, starting in that low-to-high \$500Ks. And that's kind of the range that Pulte would be trying to achieve; he displayed some of the photos of those products.

Finally, on the river neighborhood, we're targeting single family custom, and it's a little bit more like the homes in Eastbrooke, where they probably would start in the mid-to-high \$700Ks, but there could be some custom homes that push \$1M; we don't know yet, but that's the kind of product that you might see in this area. He showed some examples of some of the products that could come and the streetscape for one particular builder if they were to be interested.

In two other larger PUDs that he's done over five-to-six years, we had a Master PUD Agreement where there was some ability to have some flexibility throughout the development where we didn't have to keep going back and going to the Planning Commission and City Council to amend the PUD each time; we had just some general parameters that if we stayed within, we could at least bring forward to the City Council changes. The one that he gave as an example in the past, it was just if we were to come forward with hey, we found somebody who wanted to do condominiums and twin-homes, could that be something that we'd take to the Council and get approval for rather than have to go through a whole long process. This isn't something he's asking for you to decide tonight, but just food for thought.

He stated another example maybe in this 40-lot area, if a builder came in and said we really want to create one of those inner pods, the inner block areas that's townhomes, could we do that. The EAW parameter was all the way up to 499 units, so, we wouldn't ever exceed that, but he's just saying there's some flexibility if we need to add some units if it came up. Right now, we're planning on doing this plan; we think this plan works the way we've laid it out. It's just that we don't know four-or-five years from now, if things are going to change or if there's a change in the market that might demand something different.

When he did some site sales before, what happened is a site was shown as townhomes, and at the time people said we wouldn't sell a lot of townhomes. So, we ended up 400, but at the time, nobody thought townhomes would even sell.

When we think about the challenges and risks of this site, it's the same with all developers and builders in every way, we're all kind of struggling with this; there's a lot of cost rate increases in basic products, now RCT pipe has gone up 30%. Over the last two-or-three years, there's been quite a bit of change. So, just even if you look at that Capstone product across the street, what they paid to develop that site is quite a bit different than what we're going to have to pay to develop this site; it's just the reality and it's what's making it difficult for some projects to move forward. And then, obviously,

labor issues, and then finally interest rates, not just for us financing projects, but for consumers buying homes. We're also working around these wetlands as buffers; they're an asset and a liability, we have to protect them and work around them. So, that's something that challenges this site and other sites with wetlands. We are dedicating 5 acres of this site to major County Road Right-of-Way, so 5 acres is gone, not towards development but towards transportation. There are extraordinary costs for bedrock removal to just get the utilities in. Market uncertainty each week, last week the stock market was amazing and then this week we're not so sure. That market uncertainty is just hard for our investors and for people in general.

What makes us want to keep going is that there is still a lack of housing in the Twin Cities, there's more demand than there is supply, and so that's why we're here, and these projects are still moving forward.

While the 40-foot and 60-foot lots in this instance are not an untested product, when we look at the 65-foot lots, the larger, little bit more kind of luxury lots, that is something that's a little bit not as tested out in this particular area of the City. So, we are kind of asking us and our builders to take a little bit of a risk, but it is exactly what we did in Eastbrooke, too. At the time we did Eastbrooke, he didn't think there was a sale over \$550K in the whole City, and our first homes were \$700K and \$800K. So, it was something that nobody had seen and then that's what came in. Our goal isn't to pile this site with \$700K-\$800K homes, it's to provide a whole range of homes for everybody.

Then, of course, the larger offsite costs: The lift station is going to be built to serve off of Grey Cloud Island and elsewhere. That's a forced thing, that we have to extend out, beyond our project. There's also the watermain, one of those is for us we'll do, and there's an extra watermain to drain water beyond our site, and it's through the park. So, all of these require jacking under the railroad and pressure-relief valves, and they're not cheap; it's an expensive exercise.

The DNR sent a letter today. They mentioned that the Natural Heritage Review (NHR) is only good for a year, and so that expired. Actually, all of the work to answer that had already been done, and it really just needs to be updated. So, we'll submit a new one to the DNR, and we don't expect much to have changed, but the DNR looked at the sort of calls that were done and approved them. Rare Plant Survey: The Rare Plant Survey found there were rare plants within the area where the DNR is purchasing property, but its outside of our project area, and in the area included in the SNA. That report had been sent to the DNR. Rusty Patched Bumblebee: A report had been sent to the U.S. Fish & Wildlife Service, and a response from them was received in May 2022 that the impact to the bumblebee was very unlikely on this site. In the EAW response, they commented with all of the revegetation of the wetlands and the wetland buffers and around the ponds and stormwater, with more of the native species being planted there, there is likely to be more habitats created than lost on this site. Burn: There was a note about they would occasionally burn next door, and we're going to put that in our disclosure so people know; hopefully, they will let us know ahead of time so we can have people close their windows. Native Species: Again, we are planting native species in all open spaces. Tree Preservation: It isn't that we're totally throwing tree preservation out the window, it's just the way that the financial impact is being spread is the only significant change that we're asking for. The actual tree removal from our site

to what the preliminary plat was is very similar, and it may actually be less because we've taken that heavily-wooded area and put it into the park. Trail Planning: There's coordination with us, the City, and the DNR to figure that out. Stormwater Treatment: They asked that we not put any water onto their property or pond water onto their property. We're going to follow the applicable rules when it comes to stormwater treatment, and the general overall drainage today shows that water flows basically through this site and down and through the SNA; that's just the water flows and has always flowed on this site. So, there will be some water flow across the SNA no matter what we do, but we will be treating the water.

Our response to these challenges: We're trying to close the gap and make this project work. We've met with our builders and we're basically asking all our builders to accept pricing above the current market, and that's what's necessary to make this project successful. We, as a developer and also Rachel Contracting, we're a contractor as well, are suggesting lower margins, and we're trying to just lower our margins to make this work, both from a development side and a construction side, much like a national builder might do. We've asked our landowner, who's just signed an amendment to our P.A., which just came in the mail, to extend the takedown of the property and accept that we take this in steps; he would say it'll be a much slower than average land development in this area than what's being purchased today. All this is necessary to make this a successful project, like everybody's participating. Finally, with the City, this Preliminary Development Agreement tonight, we're trying to clarify those upfront costs and stated infrastructure costs, how we're going to be sharing those, how the fees are going to be assessed, and the PUD exceptions so that we're able to move forward with this project and make it be successful. He feels like we're all in this together, trying to make this a successful project tonight.

Director Robinson stated he'll answer any questions on this Concept Plan and hope you'll consider approving the Preliminary Development Agreement.

Mayor Bailey thanked him for reviewing all of this. He actually likes the shift they did with the bigger lots down towards the river. We'd kind of talked about that, that even with the former Pulte one, we really wanted more of a nicer neighborhood. He likes the buffering, the fact that you saved that one grove of trees with shifting that pond, in his opinion, he thought actually made the look of the development better.

Council Member Olsen thanked Director Robinson for being here, he appreciated that. He said there's some minor tweaks to what we've seen in the past, but all in all, it makes sense, at least at first blush. He liked that he mentioned 33.3 acres of park, roughly 40% of the property is going to be in the public domain, between park and SNA, which he very much appreciates.

He asked Director Zac Dockter a question on the park; with the shift in the park space that's going to include the more wooded area, what impact, if any, does that have on his plans for how he was sort of programming that in your mind.

Director Dockter replied there's not a lot of different programming, but he would want to see the resources that are in there. Sometimes standard woods are really valuable, sometimes standard woods are a mess. He would want to see it.

Council Member Olsen told Director Dockter he's reading his mind because what he was concerned about is in the past, sometimes when we've acquired land of that nature, it's a lot of scrub brush, buckthorn, etc., which actually takes us more time and money to remove and remediate than not. That ties into his next question, which is about the tree mitigation. He doesn't know how much conversation Director Dockter has had about the tree mitigation proposal here, but asked Director Dockter if he had any concerns about that.

Director Dockter replied none in particular, but he knows Emily Schmitz, Community Development Director, is probably a little better versed.

Director Schmitz stated the way we're looking at this is understanding that a large portion of the 37 acres and any additional acreage stands under the scope of the DNR. The preserved wooded areas, for lack of a better way to put it, we're cancelling it out. So, preserving those areas to be developed long term, we're providing what she'll call that credit for tree mitigation.

Council Member Olsen stated he assumed we're not far enough along in our dialogue to have already kind of done a grading of the trees; do we have the right kind of trees that we want, etc. vs. what we might take down. Council Member Khambata stated an inventory of qualifying trees; Council Member Olsen stated yes. Mayor Bailey stated he thinks they did that; Council Member Olsen stated he knows Pulte did that, but he asked if they needed to do that, too.

Director Robinson replied they'll probably update the information that Pulte put together.

Council Member Olsen said, okay, because with some of the changes, he'd assume that's going to be adjusted to some degree. The bigger question is, as mentioned with regard to letting some of the natural area be natural, and what that's going to mean for the various wildlife species, the bee, etc., it sounds like we're in total compliance with what the DNR requested of us earlier. That would be a concern many of our residents would have is are we upsetting the apple cart with respect to the quality of the landscape there; it sounds like we're actually potentially improving it. So, we're going to create a better habitat with this plan, which to him is a really great selling point.

Council Member Olsen stated he'd mentioned he's working with some developers on potentially working through each of these nodes. He mentioned MI, Pulte, and custom folks for those river frontage homes, which makes perfect sense; other than MI, who else have you been talking to for the smaller lots. You mentioned the property to the north, and they seem to be very successful. Is there a chance they might want to add to their complement, or we're working on that?

Director Robinson replied yes, he purposely didn't mention the other names because some of them are competitors with each other. So, he would just say that we're looking at builders that are successful with that product.

Council Member Olsen stated he understands he doesn't want to put his cards on the table, but wanted to confirm he has options.

Director Robinson replied they do, and it's been a little bit of a lifecycle with this site. When we first started six months ago, nobody wanted to talk to us. So, we definitely see that there is some change and some desire; it's just that this whole area is going to start to change. You're moving that road, and when the road gets finished, and that big apartment starts to get built, if you look at Google maps, at Jamaica, you're seeing all the business.

Council Member Olsen stated when you think about price point, you're looking at the marketplace to price point, it's a little more attractive than those smaller properties. Council Member Khambata will be proud of him, he read his SPAAR Update this week, and the theme was we're still really short on inventory; new inventory is actually far and away selling faster than existing inventory because there just isn't any, people are hanging on to what they got. So, there's no question this is something that's important and necessary, but he just wants to make sure that we've got the right mix. He knows that he'll be working with that Rubik's Cube probably every day as you work through this process, and thanked Director Robinson.

Council Member Thiede mentioned that he likes the larger lots; he remembers 15 years ago we were rejecting 70-foot lots. Some of those are fairly deep, too. He asked if there's an average square footage on the lots.

Director Robinson stated he didn't mention that.

Council Member Khambata asked if they were half acre; Director Robinson replied, no, they're smaller than that, but they're about 125 foot deep, so, they're a quarter of an acre, maybe.

Council Member Thiede stated he also wondered about the yellow and the tan lots, those and some of the other ones; even the yellow are narrower, some of them are pretty deep.

Director Robinson replied he would say the bigger ones are maybe in the 10,000-12,000 square-foot, and the other ones are in the 6,000-7,000; that's about a quarter of an acre to an eighth of an acre.

Council Member Thiede asked what is our distance now that you've kind of moved the, put the park there and the parking lot, what do we have? We have probably about 16 feet between the back lot line and the?

Director Robinson replied this was just his plan of attack of just throwing in some parking; that's not on your plans. Because the current plan actually encroaches this into this space. There isn't a current plan that he's seen that actually fits yet on that space; he actually wanted them to take it out because he kind of figured it out, too late, though.

Council Member Thiede asked Director Dockter if he's feeling pretty good about the amount of space we have for development and activities. Maybe sometimes the woods is nice, but you can't really do anything with that wooded piece there.

Director Dockter told Council Member Thiede he needs to look at it further.

City Administrator Jennifer Levitt reminded Council this is one of the Local Option Sales Tax projects, so we have not initiated any design effort on it, as that will be on the November ballot. At this time, we have not expended dollars, that will be next year when we look at the design features.

Director Robinson told Council Member Thiede it's probably 67 feet on those back row lots. In his mind, it's kind of showing a little bit of the worst case scenario with those lots.

Council Member Olsen stated it could be a win, it's just a question of what we see when we look at it; Council Member Thiede agreed.

Mayor Bailey stated it doesn't look as broken.

Council Member Olsen stated previously it looked goofy, this is contiguous; it's just a question of what's on the land, that's all.

Council Member Dennis stated he liked the changes of this plan vs. the previous. The larger homes towards the riverfront and putting the ponding back to create a separation, he thinks those are important. Another thing that makes him feel good, it's a simple point, but it's the fact that we did work together in the past, and he thinks it's a matter of confidence when we consider that the Eastbrooke project turned out to be a fantastic neighborhood. He has a lot of confidence in him being the same guy we've worked with before to bring a great project here a year ago; he feels good about that, and thanked him.

Mayor Bailey stated you took some risks, as you said earlier, and it's true on some of the market and on some of the product, but also the price point, and it paid off for you, which he thinks is good, and it also paid off for the City, too.

Council Member Khambata stated he sees some vacant little ledges in some of the cul-de-sacs. He asked if those were trail connections, that was confirmed, and he stated he likes that. He liked that there were multiple points of entry into the neighborhood from those trails. With regard to the proximity to the SNA, do you have a mitigation plan in place for erosion control and stormwater retention while you're grading and developing the site, to prevent excess erosion from washing into the SNA.

Director Robinson replied yes, they do, as they do on any of their projects, they retain a number of.

Council Member Khambata stated as he said earlier, this is the way it always drains; gravity isn't going to stop working just because we don't like it.

Director Robinson stated he thinks that they're going to have to be really careful right in here, because this is, it just drains down into this area. There's those pristine water lands here, and we're going to have to be on the ball, too.

Council Member Khambata stated he would just like to make sure there's some work done through there so that we don't end up having to try to reestablish some of those SNA areas that they've been working really hard to create. He stated he liked that they had the 40-foot product; he could advocate for a lot more of that. There's not a lot of builders that were willing to take a chance on that product; for reference, the one up the road sold out before they ever got to Phase 3.

Council Member Olsen stated he thinks that will sell the best.

Council Member Khambata stated so as far as the medium-density product goes, he thinks that fills an underserved niche, for entry-level buyers; so, he's glad that you expanded on that. He made certain comments while on the Planning Commission about why that site might not work for \$700K and \$800K houses, so, he's going to just

reiterate that. The water in that space is 4 feet deep, and it's full of stumps; it's flanked by a railroad that has a pretty common use. He asked what's your pivot, or your exit strategy, if those 65-foot lots don't sell.

Director Robinson replied he thinks that's something that's an event, we're taking a little bit of a risk together on that. He's met out there, while the trains have been going by, with builders who build to the market of \$700K and \$800K homes, and they're pretty confident. So, that's made him confident. He gets that it's not Lake Minnetonka, but he's sold a lot of stuff on Lake Minnetonka, so, he's familiar with that market, but that lake's pretty beautiful, that view is very nice. And a lot of people, the vast majority of people don't recreate on the lake, they look at it. So, if they have some views and they can walk near it and they have the trails, he thinks that's going to overcome that. He thinks the City's investment in that park, the \$17M, hopefully that goes through, and your voters accept it. He thinks having that amenity nearby would be a pretty big amenity for the neighborhood and for those lots. So, that's what gives him confidence, he doesn't know if that convinces you, but it is definitely a risk for all of us, but he's met out there with probably five different custom home builders.

Council Member Khambata replied as he said, when he made that comment, the entire price scale was 3 years ago. So, what was \$550K three years ago is probably closer to \$700K now. He thinks those economics are working in your favor as well in obtaining that price point for that product. He agrees that if anyone is going to spend a lot of money to live in that neighborhood, it's going to be worth the view of the water and adjacent to that park. So, he thinks placement of that was a good choice. He thinks that helps mitigate some of the cost on this project as well. So, he thinks the project doesn't work without that type of housing, but if you and me and everyone else is aware of it, he just wants to make sure you're not left with a bunch of lots that won't sell. He mentioned about having some flexibility on the PUD; maybe with those big 60-foot lots in there, he just wanted to make sure that there's a little bit of a contingency banked in there.

Director Robinson stated he doesn't want to have to say yeah, we're going to turn those into 40-foot and 50-foot lots, but that would be a backup plan. Again, he wouldn't have done this and wouldn't have gone this far without getting some direct market feedback from people he trusts.

Mayor Bailey stated that's part of the factor, too. You expanded those types of homes and those lots vs. what they were before. He was impressed by that. The other nice thing that he likes about that, and you both kind of touched upon it, we'd talked about would this be a place for high-end homes, etc. One of the things that he really wanted to see down in this area was more affordable options; so, somebody who can't afford and is not able to purchase a \$700K or \$800K home will be able to have a home that's within a short walking distance to the river, the park, and the SNA. So, he likes how this is laid out with the different options and affordable housing, with unique neighborhoods put together.

Mayor Bailey told Council staff is looking for a Concept Plan review, and we appreciate Director Robinson coming in. He piggybacked on Council Member Dennis; we've worked with Director Robinson and his team in the past on the Eastbrooke project in

Cottage Grove, and that turned out fantastic. So, when staff and Mr. Gustafson were saying they were working with you, he was pleased because he knows the product and the quality of the work, etc. that you put into the plans. So, he'd really like to see that. At this point, staff is looking for Council approval of the Preliminary Development Agreement with Rachel Development.

Motion by Council Member Olsen to approve the Preliminary Development Agreement with Rachel Development, Inc.; second by Council Member Dennis.

Council Member Khambata stated he thought this was a really thoughtful pivot to where the market is at. Mayor Bailey stated he agreed. Council Member Olsen stated in his view, its laid out more sensical than the previous plan, so good job.

Motion carried: 5-0.

Director Robinson thanked the Council.

Mayor Bailey thanked Director Robinson for coming in and presenting this to us. He also thanked staff for working with him and the development team on this.

4. ADJOURNMENT

The meeting was adjourned at 6:46 p.m.

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



City Council Action Request

7.B.

Meeting Date	10/4/2023		
Department	Administration		
Agenda Category	Action Item		
Title	September 6, 2023, Regular Meeting Minutes.		
Staff Recommendation	Approve the September 6, 2023, Regular Meeting Minutes.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>2023-09-06 City Council Meeting Minutes</td></tr></table>	1.	2023-09-06 City Council Meeting Minutes
1.	2023-09-06 City Council Meeting Minutes		

MINUTES

COTTAGE GROVE CITY COUNCIL

September 6, 2023

**COUNCIL CHAMBER
12800 RAVINE PARKWAY SOUTH**

REGULAR MEETING - 7:00 P.M COUNCIL CHAMBER

1. CALL TO ORDER

The City Council of the City of Cottage Grove, Washington County, Minnesota, held a regular meeting on September 6, 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; Ryan Burfeind, Public Works Director; Gretchen Larison, Economic Development Director/Acting Communications Director; Zac Dockter, Parks and Rec Director; Pete Koerner, Public Safety Director; Brenda Malinowski, Finance Director; Amanda Meyer, City Engineer; Dan Schoen, Community Engagement Officer; 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, with the exception of Item O, as that's pending additional information from the applicant; second by Council Member Olsen.

Mayor Bailey explained Item O that's being pulled is the Kwik Trip Development, Escrow Agreement. There were some final details they needed to work out, and it will be back before us at the next Council Meeting.

Motion carried: 5-0.

6. PRESENTATIONS

A. Eagle Scout Presentation

Staff Recommendation: Present Ryley Symicek from Troop 9005 with the Eagle Scout Award.

Mayor Bailey asked the Council Members to join him in front of the dais to present Ryley Symicek, of Boy Scout Troop 9005 in Woodbury, with the Eagle Scout Award. Ryley lives in Cottage Grove and attends Park High School, so we're very excited to celebrate this achievement with him tonight. Mayor Bailey stated we hold Girl Scout Gold Awards and Boy Scout Eagle Scout Awards in high regard, so the names of those recipients are displayed on a wall in City Hall.

Mayor Bailey read aloud the plaque given to Ryley, presented it to him, and congratulated him on behalf of the Council, City staff, and citizens, and everyone applauded Ryley.

Ryley explained his Eagle Scout project: He made 60 backpacks, and put contents inside, including things that normally aren't donated to people in need. The backpacks were brought to Listening House, the homeless daytime shelter in St. Paul; they were passed out to residents and patrons there, just to give them a smile and let them see that there was some help on the way. Everyone applauded Ryley.

Photos were taken of Ryley, his family, and the City Council.

B. Public Safety Board Donation and Presentation

Staff Recommendation: Accept and approve the donation in the amount of \$15,000 for fitness equipment and K9 equipment in the amount of \$1,405.56.

Dan Schoen, Community Engagement Officer, stated there were two donations by the Public Safety Board:

- The first was K9 equipment, including a collar and transmitter for one of our K9s, and two TacMed K9 handler trauma kits.
- Officer Schoen asked the Public Safety Board Members to step in front of the dais for their second, big donation, which was for fitness equipment at the Central Fire Station. Last year, we partook on a search for fitness equipment for our firefighters, as they operate out of the Central Fire Station and need to stay there in between calls. We all know the health benefits of increased fitness, which he detailed. Last year, Whole Health Chiropractic, Dr. Beth Catlin, and her

crew started us off on this journey of fundraising for equipment at the Central Fire Station, in the form of health and wellness, with a Patient Appreciation Day; they selected Cottage Grove Public Safety as their recipient. In that, they raised nearly \$1,000 from their patients for health and wellness for Public Safety. We really needed to update the fitness equipment at the Central Fire Station, so we thank the Public Safety Board who has gone above and beyond to help us replace some aging equipment there, which all City employees can use. Our recommendation is that Council accept the donation from the Public Safety Board. Officer Schoen thanked them for their sizeable donation.

Mayor Bailey thanked the Public Safety Board for all the fundraising they do for the Public Safety Department, which includes police, firefighters, and EMS personnel.

Julie Rice, Public Safety Board, stated it's not just us raising the money, it's the community that comes out and supports our fundraising efforts. A lot of this money comes from our annual golf tournament, so we hope you'll plan to attend that next summer to help support us. On Sunday, September 17, there will be a Bunco tournament at the Park Place Bar and Restaurant in St. Paul Park; it's on a Sunday when the Vikings aren't playing. We raise a lot of money with our events, which goes right into our fund to help purchase equipment for police, fire, EMS, and our new K9 friends.

Mayor Bailey asked everyone to give them a round of applause and thanked the Public Safety Board again for their generous donations. Photographs were taken.

Motion by Council Member Khambata to accept and approve the donation in the amount of \$15,000 for fitness equipment and K9 equipment in the amount of \$1,405.56; second by Council Member Thiede. Motion carried: 5-0.

7. CONSENT AGENDA

- A. Approve the July 26, 2023 City Council Special Meeting Minutes.
- B. Approve the August 2, 2023 City Council Regular Meeting Minutes.
- C. Authorize issuance of a Massage Therapist license to Ms. Stephanie Jarret for use at Whole Health Massage.
- D. Authorize issuance of a Massage Business License to Summer Spa, LLC, located at 8471 East Point Douglas Road South.
- E. Authorize issuance of a Massage Therapist license to Xiaomei Li for work at Summer Spa, LLC, located at 8471 East Point Douglas Road South.
- F. Approve the issuance of rental licenses to the properties in the attached table.
- G. Appoint Pradeep Bhat to fill an unexpired term on the Planning Commission ending on February 28, 2025.
- H. Authorize executing the agreement for professional services with LE-AST Services.

- I. Authorize Public Safety to order two 2024 Dodge Durangos now, and four 2024 Ford Explorers in 2023 during the state contract pricing vehicle ordering windows.
- J. Adopt Resolution 2023-116 terminating the participation in the Statewide Volunteer Firefighter Plan effective December 31, 2023 and affirming the administrative dissolution of the Cottage Grove Fire Relief Association.
- K. Authorize service agreement with Solar Connection for the installation of a rooftop solar array at the Cottage Grove Ice Arena.
- L. 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.
- M. Approve agreement with Oertel Architects for building, planning, and concept design services for the Kingston Park Pavilion Project.
- N. Approve Trail Easement with Renewal by Andersen, LLC.
- O. 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. Authorize staff to apply for the Releaf Community Forestry Grants program in the amount of \$210,000.
- Q. 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. Adopt Resolution 2023-114 approving a one-year extension of the Site Plan Review and Planned Unit Development for Thai Garden until September 2, 2024.
- S. 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.

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

Motion by Council Member Olsen to approve the Consent Agenda; second by Council Member Khambata. Mayor Bailey noted again that Item O has been removed from tonight's Consent Agenda. Motion carried: 5-0.

8. APPROVE DISBURSEMENTS

- A. Approve payments for the period of 7-27-2023 through 8-30-2023 in the amount of \$3,953,916.74.

Motion by Council Member Dennis to approve disbursements; second by Council Member Olsen. Motion carried: 5-0.

9. PUBLIC HEARINGS - None.

10. BID AWARDS - None.

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.

Brenda Malinowski, Finance Director, displayed the 2024 Budget Calendar, which shows we've been working diligently on that for some time. She thanked the City Council for their dedication in this budget process, which is never easy. It takes a lot of City staff members' time before we get to you with this budget.

Tonight, Council is considering a preliminary levy; once it is adopted, we will certify it to the County, and they will use that levy to prepare proposed property tax statements for our taxpayers for 2024. The County will mail those statements to our taxpayers. It will let them know, based on this levy, what their property taxes will be for 2024. If they wish, taxpayers may attend our Budget Comment Meeting, which will be on December 6 at 7:00 p.m. At that meeting, Council will Adopt the Final Levy, and we will certify that to the County, which they will use to prepare the 2024 Property Tax Statements.

Actions Tonight

- Adopt the Preliminary Levy - Director Malinowski reminded Council that the Levy that they set tonight is the Maximum Levy.
- When we come before you in December, you can have a Levy that is less than the amount that you adopt tonight, but it cannot be more; so, this is your Maximum Levy.

2024 Budget Accomplishments

- Provide the same level of quality City services, including but not limited to police, fire, street, snowplowing, parks, and recreation services.
- Demonstrate stewardship of capital assets by including the replacement of capital equipment and City infrastructure that have been identified in the Financial Management Plan (FMP).
- Maintain the distinction to be an employer of choice by maintaining the commitments outlined in the various bargaining contracts.
- Provide managed growth in staffing positions needed for a growing community by including new positions for the 2024 budget.
- Meet the debt service requirements for all existing debt by funding these requirements with the property tax levy.
- Increase funds for economic development and redevelopment with an increase to the EDA levy. The last time we had an increase to that levy was in 2017.

Our City Tax Rate is based on two components:

- 1) City Property Tax Levy for 2024, increasing to 11.99%, or about \$23.1 million.
- 2) City Total Tax Capacity, which for 2024 is increasing by 19.3%, and 5% of that is due to new construction. That's a very high increase, and because the Tax Capacity is increasing by a higher percentage than our Tax Levy, our City Tax Rate will continue to fall. Based on the proposed Levy in front of you, it will fall to 32.745%.

Levy Details

- An increase of 11.99%
- Other increases are:

Equipment Levy, which is a separate Levy this year; previously, that was included in our General Fund. In 2024, we are breaking that into a new line item for more transparency on our equipment replacement.

Pavement Management is increasing for 2023 Pavement Management, new debt that is going on. We also had a bond reissuance in 2021, refinancing to have interest savings; the first two years had a lower Levy and then an increased Levy for 2024. That was planned and that is part of this 2024 Levy.

Glacial Valley Park Building is being included as a new Levy in our Property Tax Levy.

We are starting to bond for, in our Levy, the East Point Douglas Roadway Project.

2024 General Fund

This is our chief Operating Budget in the City; our General Fund is considered a balanced budget for 2024, meaning that we have equal revenue and expenditures. It funds things like our police services, fire services, parks, recreation, snowplowing, and street services. Those services are provided to our residents, and we don't necessarily charge for them, like snowplowing, police, and fire, so we have to generate the revenue to provide those services, which we do through property taxes. For 2024, in the Revenue pie chart, 74% is from property tax funding.

On the Expenditure side, we're in the people business, so we provide snowplowing, fire services, and police services through our personnel, so 69% of our General Fund is personnel services.

2024 General Fund Revenues:

- Revenue increase 8.96%
- Property Tax increase for the General Fund is only 5.82%
- One-time Public Safety Aid \$1,733,080:
 - 2024-\$716,350 (2 Police Officers, 3 Firefighter-Paramedics, PT Firefighter, IT)
 - 2025-\$801,700 (Items above plus SCBAs or Deputy Fire Chief)
 - 2026-Remaining funds
- Local Government Aid \$54,060
- Licenses and Permits down 4.48%
 - Offset by keeping 1 Building Inspector position vacant

2024 General Fund Expenditures:

- Expenditures increase 8.96%
- Contracts are settled through 2024 at 3%

- New Positions:
 - 2 Police Officers (1 funded by One-Time Public Safety Aid)
 - 3 Firefighter-Paramedics (2 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
- Weather Warning Siren - 9500 Block of Military Road
- Contingency - This was included in the 10-Year FMP and accomplishes two things: 1) If something unexpected happens, e.g., a storm that we need to take care of; 2) It helps us fund our Fund Balance Policy, which states at the end of each year we should have 45-to-55% of the next year's budget in our Fund Balance. So, this contingency is helping fund that.

2024 General Fund Expenditures by Department: Are no different than previous years: Public Safety-47%; Public Works-19%; General Government-13%; Parks & Rec-12%; Community Development-8%; Contingency-1%

City Property Tax Calculation on a Median Home

Property Value (Determined by County Assessor, 9.2% Increase)	\$359,700.00
Less: Homestead Market Value Exclusion	<u>- 4,867.00</u>
Equals Taxable Market Value	\$354,833.00
Multiply by State Class Rate, 1%, Equals Tax Capacity	3,548.00
Multiply by Property Tax Rate, 32.745%	<u>x 32.745</u>
City Property Tax	\$ 1,161.79
Annual Increase of \$71, or .19 per day	

Tax Impacts on Other Select City Properties

We also follow four sample properties, which she displayed on the screen. The average Tax Impact Change on those, including the Median Home, is \$97 or .26 per day.

In our FMP prepared earlier this year, we had identified Sample Property 1 would need an increase of about \$100 per year to fund the street projects, the pavement management, the capital outlay, and the operating budgets in the City. However, for 2024, that property would need to increase about \$10; this was a \$113 increase on that property, the Median Home is \$97, so that Average Tax Impact for those five properties is \$97.

What Property Taxes Pay for on a 2024 Median Value Home \$359,700

Annual City Taxes, \$1,161.79/Monthly Cost of \$96.82/Daily Cost \$3.18:
 Public Safety \$40.87; Public Works \$13.22; General Government \$12.61; Parks & Rec \$10.30; Community Development \$0.10; Debt Service, \$16.42; Capital Equipment, \$1.34; EDA, \$1.15; Contingency \$0.81.

Director Malinowski stated she'd take any questions from the Council.

Council Member Olsen thanked Director Malinowski for the presentation; obviously, it was a very thorough and time-consuming project as it is each year with the budget process. This was very well prepared with a lot of good information for us, which is very much appreciated. He gave Director Malinowski, her team, and the City staff recognition for their work on the budget, but stated there's more to it. This year the City achieved a AAA bond rating, the first time in our history, and when a change is made in our bond rating, we're given a number of reasons why that occurred. There's no doubt that the FMP that Director Malinowski and her team worked so hard on, along with our partners at Ehlers, which was included in our submission to Standard & Poor's, was a key component to achieving that AAA bond rating. He knew that took a lot of work, and Ehlers also spent time talking to the Council about the importance of having an FMP, so he thanked Director Malinowski very much for that. In addition, every year our team gets an award from the Government Finance Officers Association (GFOA) for excellence in financial reporting, and that's occurred for well over 20 years. That is a direct result of the hard work that every member of the staff puts in each and every day to manage our public finances as well as possible and to be as careful as they can with the public trust, while still providing just an unbelievable level of service. He particularly liked the slide where it showed that we continue to provide an unbelievable value to our residents for services received for the taxes that we pay.

Council Member Olsen asked Director Malinowski, looking forward, how does she perceive our position with respect to having a good solid understanding of a growing community. We're going to continue to need to provide a high level of service, even though we have more houses, more roads, more infrastructure; so, are we on track with that FMP in place.

Director Malinowski replied the FMP process that we undertook this year took a lot of staff time, Council time, but it was great. The department heads, the leadership team of the City, administration, City Council all gave feedback on that plan, all had input on that plan. It leads us in a great direction, and it manages expectations. We all can't get everything in one year; so, the department directors were able to work together, the City Council was able to come together on how we manage this, so, that is managing those expectations.

Council Member Olsen stated part of Director Malinowski's answer was what he was hoping she might say. The team that we have at the department head level works so well together and understands that not everybody can get everything every year. That's a very different approach than when he first became a Council Member here, where it seemed like people were competing for limited resources, and there was some animosity and hard feelings. He really appreciated how well everybody worked together, along with the Council, to put a budget together that would provide our residents with ongoing high levels of service at a very reasonable price. Lowering our tax rate again is just a function of the great team and the culture that we have here in the City. He thanked Director Malinowski once again for all of her hard work.

Council Member Khambata stated Council Member Olsen alluded to this, but while we were going through the extensive process of doing this budget, one thing we kept asking was how do we stack up against other communities our size, facing similar goals

and challenges with growth and logistics, in terms of new roads and plumbing, all of that, old roads and old plumbing. He asked where did we end up falling in that range.

Director Malinowski replied we will know that once everybody adopts their preliminary levy. It's September 6, and cities do it anywhere in September. Last year, in Washington County, based on a median home, we were the second lowest in City property taxes. St. Paul Park was lower than we were, but they get a significant portion of LGA. We also compared ourselves to growing communities over 40,000 in the metro area last year. There were two communities, based on our median home, that were less than we were; everybody else was higher.

Based on the levy percentages that we are seeing from other communities, although we're early in the process, she would suspect that we stay in that lower quadrant for both growing communities and for Washington County. As soon as we start to get that data, we'll compile it for you. Based on this levy in front of you, with our large tax capacity increase here for 2024, she would suspect that we will continue on that trend.

Council Member Dennis commended both Council Member Olsen and Council Member Khambata for statements made. The FMP and what that has achieved for us as a community, the AAA bond rating alone, will save this community over time untold millions of dollars in terms of what we're going to be able to finance projects for and even refinance some of the notes that we currently have out there. He would encourage us to look at what we can do in that area as well.

Having lived in other communities during the course of his lifetime, he knew the level of services that we provide here on behalf of the funding of our community members, channeled through a very capable staff, is amazing. It includes the condition of our roads and the services that people have come to expect. If there's an intruder in your home in the middle of the night, we're going to get somebody there to you as quickly as possible, the best people with the right training and the proper equipment, in order to make a difference and keep our promise for the money that we accept on behalf of running the peoples' business. So, this is exceptional. When this whole idea for a FMP was brought forward, he asked City Administrator Levitt point blank, where exactly did this come from. In response, she said one name, Director Malinowski, she said it was her impetus. So, he and everybody sitting up here at the Council dais greatly appreciates that because this has made an incredible difference, so, thank you.

Mayor Bailey stated everybody gave their kudos, so he added his as well. What he thought was interesting was when you take a look at the highest cost to a household, it's Public Safety, which is understandable. The second highest was our Debt Service. So, when Council Member Dennis and Council Member Olsen mentioned our bond rating, one of the things he hears from our citizens, and he knows the other Council Members do, too, is they want more projects done; they want more road projects done. So, we have to manage and measure this number, but the good news is because our staff has done such a good job with the budgets and the fact that our FMP is in place, we can get debt, if you will, to do more projects in our community with "less money." In other words, because staff and Council have done such a good job on the bond rating, we get low interest rates. So, that Debt Service pays for all the roads and all the

infrastructure, etc. that we're doing. He just wanted to let the public know that because we try to manage it, and part of the FMP is to be stable: The goal is to not have one year where the taxes go way up, then the next year they drop, and then go way up again. He thinks it's easier for all of us to manage a budget that is stable. So, kudos to staff for doing such a great job.

Motion by Council Member Dennis to Adopt Resolution 2023-111, Adopting the Proposed Preliminary 2023 Property Tax Levy Collectible in 2024, in the amount of \$23,125,600; second by Council Member Olsen. Motion carried: 5-0.

12. COUNCIL COMMENTS AND REQUESTS

Council Member Khambata stated his five-year-old just started his first day of kindergarten, and it was a big day for him. So, for all our staff and members of community who got their kids back to school, he knows they're having a tough week because he sure is.

Council Member Thiede stated in his 13 years of being on the Council and working with the City, there are significant changes in just the attitudes and how much people work together now. He thinks it's provided we stick with the FMP; with some of his background in finance, he thinks it's showing a plan. As long as we can stick to it, it'll give some definite stability with management of that plan. He thinks that went a long way in getting us that AAA bond rating; he agrees with Council Member Dennis that that should make quite a bit of difference when we need to go out and get money, that we'll be paying a better price for it. So, good job.

Council Member Olsen thanked John Yang and the members of the One Family Nonprofit Group, who once again had just an outstanding event at Kingston Park on Labor Day weekend. The One Family event is kind of a sporting competition, along with different elements like food trucks, vendors, etc., focused on the Hmong community. They have been running their event at Kingston Park for several years, and typically run it twice a year, Memorial Day weekend and Labor Day weekend. He had the opportunity to go out and visit again on Labor Day weekend, and the park was packed. They had a ton of people out there, participating in family-friendly events. He did not get the opportunity to taste the wares of the food truck, but John and his team did a phenomenal job. He thanked all of the City folks who helped support that event. They brought a really good number of potential future residents to our community. He and Gretchen Larson, Economic Development Director, had a conversation with a family, looking to bring an Asian food market and/or restaurant to the City. They're working feverishly to make that deal come together.

Council Member Olsen stated the reason he didn't partake much of the aforementioned food trucks was because he was saving his appetite for our first annual *Discover Cottage Grove* Food Truck Festival, which will be taking place on Saturday, September 16, at Kingston Park. This is a new thing for the City, but we got a tremendous response

from the various vendors who were invited to come here and participate. We're also going to have a beer garden hosted by the Cottage Grove Lions, and SoWashCo CARES and their group will be out there volunteering their time to help make this festival a success. He asked Director Larson if she could say a few words about this event.

Director Larson stated it will be from 11:00 a.m. to 6:00 p.m. When residents receive their September *Cottage Grove Reports*, there will be complete details about the event in that, and that should be in the mail any day now.

Council Member Olsen asked about any entertainment. Director Larson replied two different bands will be playing, one during the day, and one towards the end of the evening.

Council Member Olsen asked how many vendors will be there. Director Larson replied, as of the last report, 21 vendors have confirmed their attendance.

Council Member Olsen stated that sounds like a lot of fun. He's going to come hungry, and he's going to be expecting a perfect day. He'd appreciate it if she could make that happen. Director Larson stated the Chamber of Commerce has got it covered.

Mayor Bailey stated Council Member Olsen just mentioned the Food Truck Festival, on Saturday, September 16, which will be fantastic.

Mayor Bailey stated on Thursday, September 21, from 3:00 to 7:00 p.m., is the Public Works and Parks open house at the Public Works facility off of West Point Douglas Road. That is always a fun event; if you haven't been there, check it out. Adults and kids both love it, and there are a lot of things for the kids to do.

Mayor Bailey stated he brought that up because at the second Council Meeting in September, on Wednesday, September 20, he and our Public Works Director, Ryan Burfeind, are going to be in Washington, D.C. We'll be advocating for some transportation funding for the City of Cottage Grove at the Transportation Alliance Meeting. We'll be meeting with various elected officials there to see if we can work toward some of these projects that everybody wants in Cottage Grove and bring home some additional dollars. Previously, we've been successful with that, which is fantastic.

While we're out there, in my absence, Mayor Pro Tem Council Member Dennis will be officiating for me at the next Council Meeting.

Mayor Bailey stated we have two workshop sessions this evening, both of which are open to the public, in the Training Room. The first is THC Beverages at Off-Sale Liquor Establishments; our City Attorney will discuss recommendations and provide some direction at the Council's request. The second is the Street Reconstruction Plan, and Director Malinowski will take us through that. So, we'll be adjourning from the Training Room. He told everyone to have a great evening.

13. WORKSHOPS - OPEN TO PUBLIC - TRAINING ROOM

A. THC Beverages at Off-Sale Liquor Establishments
Staff Recommendation: Discuss and provide direction.

Kori Land, City Attorney, stated this discussion started because the attorney from Top Ten called and said we have this product on the shelf and we're not taking it off because the law allows it. Technically, that is true, the law allows the sale of THC beverages at liquor stores now, where previously it did not. However, we still have an ordinance, and our ordinance says CBD-0.3% THC products, which is what they are selling, are not allowed at liquor stores. So, the collective wisdom of the League and all of the other City Attorneys is that if we have an ordinance, we can enforce our ordinance until such time the Office of Cannabis Management (OCM) tells us that we can't, which may be 2025.

So, currently, we don't allow them in liquor stores. We have four licensed off sale exclusive liquor stores, we're not talking about gas stations or anybody else, it's only the exclusive liquor stores. Two of them are in the correct Zoning District if we wanted to allow them, and two of them are not. So, the question for you is obviously by 2025, the OCM will probably say you have to allow them, unless we put something in our Zoning regulations that say time, place, and manner, we don't think it's appropriate to sell at liquor stores. She's asking Council what do you think, do you want them to be allowed at liquor stores; if so, do you want to zone them in a particular zone? We can do that, we can say, only some liquor stores in these zones because you already decided which Zoning Districts were appropriate for CBD products. So, you can say only in what we have already decided, the B3, the PB, and the MU. Or we can carve out an exception for liquor stores and say you get to sell these CBD product, just these few beverages, not the edibles, not anything else. I don't know if they're allowed to do that anyway, but only the beverages, and then have a special license for them because our current license is for a CBD head shop; basically, that's what they sell is the CBD product only. So, we could carve out an exception with different language; liquor stores have a license that they have to pay the City, so, if you want to have an add on to sell the THC-infused beverages, that's an extra fee. That's what some cities are doing. So, it's like on sale or the breweries can have on sale, they can have off sale, they can sell their products if they brew it, all those different things are packaged as one. An off sale license could have off sale and the THC-infused beverage as a separate add on.

Council Member Khambata asked if the THC shops could start selling alcohol. Attorney Land replied she believed they can sell these as CBD products, she didn't know why not. Council Member Khambata stated no, he's saying would it be fair for marijuana shops to start selling and competing with liquor stores. Attorney Land replied only if they purchased, that's the thing, she believes they can; all of this is sort of uncharted territory. Council Member Khambata stated he would be pretty upset if he had a liquor store and the THC shops started selling my product. So, he thinks if he was one or two locations that was going to be selling THC products, he would be pretty offended if all the liquor stores in town now became my competition. He doesn't think a carve out for liquor stores is appropriate; however, if they want to, if they're zoned properly under our

current ordinance and they want to pay for the license to sell 0.3% THC products, then he thinks they should be allowed to.

Council Member Thiede stated the CBD, that still had alcohol in it.

Attorney Land stated no, it doesn't have alcohol, it's a seltzer; it's a THC infused into seltzer. So, it's not alcohol, that would actually be illegal. You can't infuse THC into alcohol, into beer, or anything.

Council Member Thiede asked when they say they brew these products at the brewery, it doesn't actually have alcohol in it; Attorney Land replied no, it does not.

Mayor Bailey stated it's separate; Attorney Land stated it's a THC-infused seltzer. Mayor Bailey stated but they're kind of treating it like an alcoholic beverage. Attorney Land stated that's right, it's an intoxicating beverage, absolutely, you can't pretend like it's not.

Council Member Khambata asked if Top Ten is zoned where they could; Attorney Land replied that they are, but there are a lot of other restrictions that we have in our CBD Ordinance. First of all, the license fee is \$10,000; so, if they wanted to sell THC-infused products, they would have to get the CBD license and pay a \$10,000 fee. One city that she knows of that did this is charging \$500, so that is a significant adjustment. Because this is the only product that they can sell, as opposed to High North, which can sell the whole gamut of CBD products. Secondly, we have a distance requirement between the stores. We have a distance requirement between the buffer zone or daycares and things like that. So, because Top Ten, although zoned correctly, is too close to High North, they could not get a license. So, if you think liquor stores are okay in this Zoning District, we might have to adjust our ordinance accordingly if you think it's appropriate that Top Ten be able to sell those.

Council Member Khambata stated he thinks there's already too many big factors that would exclude Top Ten from selling it under any other circumstance; too close to another place that's already selling it, and they haven't paid for the license.

Attorney Land stated they haven't applied.

Council Member Khambata stated his third question would be are they selling at a high enough volume that it's worth them paying their attorney to fight it any further than they already have. He thought the first two things exclude them from selling that product; they haven't applied for the license to sell it, and even if they wanted to, there's already another establishment that's selling that product within too close of an area.

Council Member Dennis stated it would be wholly unfair to state that just based on zoning of the location that you're going to allow this guy to sell it and this guy over here can't. Okay, again, government should not be choosing between who is successful at something and an opportunity for someone who is not; that just shouldn't happen. The other thing is you can't charge, what did you call it, a head shop, or? Attorney Land said, yeah, a CBD store. Council Member Dennis stated how do you charge that guy \$10,000, and you're telling him \$500 over here? No! No, you either have to treat everybody consistently or you don't treat it at all. Now, we've said we're doing a moratorium, right, to figure out what was going on with all these different things, and this

Council doesn't get pushed around by an attorney walking in the door. We had someone who tried to do that recently to us, and we don't bend that way. We're going to be measured, take time, seek to understand, do fact finding, and make an informed choice that's right for the betterment of the community now and into the future. So, he doesn't even really like the fact that we're going down this path, to be honest with you, he just doesn't. But you can't tell even two kids, you can't tell one kid you're going to get dessert and the other one's not. You can't do that; it's not right, it's not fair. Either both get one or nobody gets it. And we're being pushed into a corner here by this attorney, by a company that has taken certain liberties in the past with different things, and we don't roll that way. He could fully weigh in on this because he's completely divested out of that former life. So, he just wants to do what's right, and he thinks what we're doing is we're putting ourselves into a precarious position. Because we're now not just dealing with the one side, with the alcohol, but now we've got these other investors that are working with this product exclusively. And he's right, you can't treat the two differently, you just can't do it.

Attorney Land stated first of all, this is a complete policy-level decision, which is why she brought it to you. Liquor stores are now allowed to sell it; a year ago, when she came to you, she could say with a straight face they're not, it's prohibited in the law, which is why we put it in our Code. The legislature has made an intentional decision to say to AG, no, we meant it, they get to sell it. So, she's asking Council do you want liquor stores to be able to sell it; if you tell her no, fine. If you say we don't know yet, that's fine. Yes, this attorney brought it to my attention because Top Ten was selling it. She'll say they were kind enough to put the product in the back room for now until we could have this discussion. But she's bringing it to you because it's your decision, you as a group. And she would argue one more thing, but there is a distinctive difference between our CBD license, which allows them to sell the whole scope of CBD products, from topical things to edibles to the infused beverages vs. a liquor store, which can sell this one product. So, she thinks there's justification for charging different fees if you wanted to do it, but she'll totally leave it up to you.

Council Member Dennis stated he doesn't agree that there's a justification for doing it; for his 20%, he says we need to treat everybody consistently and fair. If you're not going to do that, then you let it go. You've got to be equal and fair. You can't say we're going to do this for one and this for another, and create an inconsistency and then unfairness and bias based upon that outcome, and that's exactly what that would be. Let's say I've got two attorneys, and I'm going to pay this one here \$10 an hour, this one gets \$350 an hour; it doesn't work. It doesn't work, it doesn't work in business, and it doesn't work in anything.

Council Member Thiede asked if there was still a 3.2 beer that can be sold in any grocery store; Attorney Land stated they need a license for it, but yes.

Council Member Thiede confirmed they do need a special license, and Attorney Land replied yes. He stated that's obviously different than a liquor license.

Attorney Land replied it is, it's an off sale 3.2 license; so, it's not an exclusive liquor store license like we're talking about, just the store.

Council Member Thiede asked so does the CBD with the 0.3% THC, is that kind of similar to like 3.2 beer.

Attorney Land replied they're calling it marijuana-like; that kind of was the joke last year when they came out with it, it's the only State in the country that adopted marijuana-like. The 0.3% THC means it's not as intoxicating as the legal adult-use marijuana, which is over 0.3% THC.

Council Member Thiede asked if it would be logical to say that could be a similar situation in terms of we've got a different license to be able to sell that low potency, but just specifically that, like grocery stores with the 3.2 beer license; they can't sell stronger stuff, they can't sell other stuff. So, maybe this kind of falls into that type of category.

Attorney Land replied she knows you can get intoxicated on anything if you have enough of it.

Mayor Bailey stated here's his two cents on the whole thing. Because of all of this, everything that deals with this, marijuana, all of that kind of got dumped in the cities' laps without clear direction from the legislators, which was totally inadequate. Until they figure out what the heck they're doing, he thinks we leave everything well alone. That's his opinion because here's what he thinks is going to happen, just based on the rumblings; he doesn't think we're that far away, maybe next year, from where there won't be any more 3.2 beer sales. It'll be normal alcohol in convenience stores, Walgreens, grocery stores because there isn't going to be 3.2 anymore, from what he understands. We're like the only State or one of the only states that still has it.

Council Member Dennis stated he thinks we are the last state; Mayor Bailey stated because everybody else went away from it.

Council Member Thiede stated that's why he wasn't sure whether they still made it.

Mayor Bailey stated they're going to stop making it, so, the options aren't going to be there. As you know, the industries are going to go up in arms, up at the legislature, which is kind of what happened with marijuana, to be quite frank with you, and THC and all this stuff. Personally speaking, he thinks we should wait. He thinks we continue with our moratorium, we let the legislature figure out the next steps; in 2025, they're even saying they're going to make some adjustments. He thinks we should just leave it alone.

Mayor Bailey wanted to say that the interesting thing about Top Ten Liquors, if we were to kind of throw out there these options of all this other stuff, then he would almost say okay. Then if Cub Foods wants to have a liquor store across the street from Top Ten because we know they do, and we've said no, then we almost have to take all the restrictions off.

Council Member Dennis stated that would just open it up.

Mayor Bailey stated he knows that's being a little extreme, but his point of saying this is it seems like Cub Foods could put direct competition on them, but the City has said no, you can't, because we have a rule that says you can only be so many feet between liquor stores and in certain zones.

Council Member Khambata stated Top Ten is getting protection through that same standard that we have not wavered on.

Mayor Bailey stated you're telling us that the same situation can be applied to this other CBD store, as well as to Top Ten. So, he's thinking that's why we just need to leave this alone.

Council Member Khambata stated he thinks they're probably not strong enough to wage a full-fledged class action lawsuit against us on it. He would say if the least direction is that we can enforce our ordinance until 2025, he would agree with Mayor Bailey that we just leave things the way they are until we can no longer force it. Then, if we have to make exceptions and choose winners and losers, then it's the State Legislature saying it and not us.

Mayor Bailey stated if we tweak it today, chances are within a number of months or definitely within a year, we're probably going to have to tweak it again. Because if the legislature comes back next year and tweaks things again, that's why he's saying until things kind of settle down, and we can kind of see where everything is going, he gets concerned. There's been a couple other situations, with chickens and ducks, where we've tried different things, and then it's well, this isn't enough, now we need this. We keep changing, and he can see why citizens would be confused, let alone businesses. So, personally speaking, he thinks we leave it alone for the time being.

Council Member Olsen stated it's been a good conversation, but he wants to make sure that he's clear on what he's hearing. He asked Attorney Land what is the current state of affairs; is Top Ten in violation of our ordinance at the moment if they choose to sell that.

Attorney Land replied if they choose to sell it, yes, but they have temporarily taken it off the shelf.

Council Member Olsen said but if they choose to sell it, they're in violation of our moratorium; he asked is that accurate.

Attorney Land replied they're in violation of our ordinance, our specific ordinance.

Council Member Olsen stated our ordinance stipulates that the retailers that do have this product have this product as a result of access to a much wider menu of products, based on the license that they've acquired, right?

Attorney Land replied yes.

Council Member Olsen stated so then the debate becomes do we want to allow liquor stores to spend \$10,000 for that same license in order to sell this infused product. Or, do we just want to say sorry, you're in violation of the ordinance, we're in a pause right now. There will be more clarity to come in the future, but as it stands today, the City Council feels as though the current situation is adequate. He asked if that's why he's hearing.

Attorney Land replied that's what she's hearing.

Council Member Olsen stated he wanted to make sure that there wasn't some sort of loophole that Top Ten, or anybody else for that matter, could jump through. He thought what he heard his colleague say was we can't do something for one that we then do a carve out for another person; because that creates an uneven playing field from a licensure perspective to give them an add-on license of some sort, it's in effect doing

that same thing. So, the best option is let's leave well enough alone, let's continue business as usual. He asked if he was hearing that correctly.

Council Member Dennis replied yes.

Council Member Olsen stated okay, he's on board with that.

Council Member Thiede asked, out of curiosity, how many Top Ten liquor stores are there.

Council Member Dennis replied between 13 and 16; they're a big chain.

Council Member Thiede stated yes, it would be interesting because we did basically the same thing as Woodbury. So, there's a Top Ten in Woodbury, are they going to be allowing their Top Ten to do this.

Attorney Land replied she didn't know; a lot of cities are removing that restriction.

Council Member Olsen asked but to our knowledge, we don't have any other violators of the ordinance.

Attorney Land replied no, in fact, we sent the officers in to go and check the shelves, and nobody else is violating it, but there are tobacco stores that are violating.

Council Member Olsen asked Pete Koerner, Public Safety Director, if he had an opinion from the Public Safety perspective; of course, your folks are responsible for doing all the checks.

Director Koerner stated he doesn't have many opinions about it; last year, he supported the distance from schools, etc., and he would just like to stay consistent with what we've been doing and not changing every three-to-six months, as that actually makes it harder for our officers.

Council Member Olsen stated that's his position as well, that we just leave it the way it is.

Mayor Bailey asked as we're looking forward here, let's say we reach out to them and say Council has no appetite to change anything and they're not going to change it. So, if the message is we're not going to change it, then the question is if they say, well, we're going to keep selling it and they're in violation, then do we take their license to sell liquor.

Attorney Land replied well, certainly, that would be one of your options. It's a violation of our City Code, so that's a misdemeanor, and you can cite them for selling an illegal product. And you can take action on their license; obviously, they're risking that. Their argument is that the State has preempted this by adding it to the list; she doesn't necessarily agree that that's true.

Mayor Bailey stated if he recalls, though, whether it's this or anything else, if the State says yes and we say no; Attorney Land stated we can be more restrictive.

Mayor Bailey stated he was more interested if somebody were to say screw you, City, I'm not paying attention, the repercussions of that is we could yank their liquor license.

Attorney Land stated yes, we could.

Mayor Bailey stated he doesn't expect that to happen, but he was just curious if that could be tied to their license because they'd be in violation of our City Ordinance. Administrator Levitt stated we just need to touch base on drug paraphernalia and get clarification so that way we're very clear on drug paraphernalia, since we're talking about all things drug related.

Attorney Land stated we're just going to add cannabis to every agenda from now on because it seems like there's always a loophole. As you know, last time we talked about the public use, but there's no penalty for it. Anyone under 21 can't use it, but there's no penalty for it in the law. So, here's another one: You can now possess paraphernalia; so, we have an ordinance that says you can't, so, we'll have to adjust that, that's fine. But you can't legally sell paraphernalia until the OCM licenses you to do so. So, people can possess it, but no one can sell it. And what we're getting is questions from of course the tobacco stores, saying can I sell it now? She stated the answer is no, but she wants to make sure Council is okay with that because again, when the legislature gets their act together, the answer will be yes. But for today, our ordinance says no.

Mayor Bailey stated he got a call from one of our big tobacco shops asking, and as he shared with Attorney Land and Administrator Levitt, they were alluding to other cities having it and allowing sales of it. That's what's happening right now with all of this stuff; some cities are following up on issues, some are not caring, and it's just really confusing.

Attorney Land stated they know it's coming down the pipeline by 2025, so why enforce it now if it's going to be legal later. But it is our ordinance today that you cannot sell it, it's in the State law they can't sell it until they have a license; nobody can have a license yet to sell it. If somebody's on the street and they're smoking, because we don't have any ordinance on public use prohibition yet. So, they could be out in public places smoking it; it's not legal for them to do so, but we don't, we can't enforce a penalty on them. So, they can legally do it, and they can legally possess paraphernalia, and there's nothing we can do about that. But ask them where they got it, because they can't buy it anywhere because it's not legal to sell either of those two things. So, she's asked the cops to get a little sneaky and find out where those people are buying their stuff.

Council Member Khambata stated he would say, leading up to 2025 and the legislators giving more clarity, can that just be our answer; until the legislature gives clear direction, our ordinance says this.

Council Member Olsen stated he would suspect that will part of the legislative agenda. Mayor Bailey stated he was just going to bring that up.

Council Member Khambata stated because otherwise, every time we're going to have to come back and say well, what does the ordinance say and what does the legislature say. So, if we just say, here's our moratorium, here's what our ordinance says, we're not going to deviate from that until the legislature gives us clear direction otherwise.

Attorney Land stated they're supposed to be preparing model ordinances that we can at least look at and tweak, but give us some kind of a template to work from. So, that's really what she's waiting for, and that's going to be a year.

Council Member Olsen stated anytime there's a change, think about body cameras; how long did that take before there was actual clarity around several different elements of body cameras. This is going to be a year or two project, which is what they gave themselves. He thinks we need to be very clear with our legislators in our letter.

Council Member Khambata asked if they can see if they can put some of the dollars of the surplus in that bill to reimburse us for all of our billable hours on this topic.

Council Member Olsen stated we can always ask; the worst that can happen is they say no.

Mayor Bailey asked Attorney Land if she got what she needed; she replied she did, and we're talking to the Public Safety Commission and the Parks Commission on Monday about whether they want to allow it in open spaces, or give a recommendation to the Council.

Mayor Bailey stated it was his understanding that Woodbury said no, that they can't; Attorney Land stated they did a prohibition on public spaces.

Council Member Dennis stated what Council Member Khambata said was a perfect blanket statement. He asked Mayor Bailey can we formally, as a team here, adopt that tonight to make it easier for the staff just knowing our stance on this, now and moving forward.

Mayor Bailey stated he thought we'd given it to staff, but he would say if somebody comes in and says I want to try to apply for it, he thinks staff has the feeling of the Council here that until there's more clarity on this whole thing, we don't want to keep going back and going back. So, that's the direction that you need from us, he thinks they just got it.

Attorney Land stated perfect, that's what she needed to know.

Council Member Olsen stated if there's information you want to provide us in the updates, with just what's sort of going on, we'd appreciate that.

Mayor Bailey stated especially when it gets to the point where they're going to start coming out with model ordinances; I'm sure we'll have to have a workshop on that kind of stuff, but he'll be interested to see what, because right now, it's all over the place.

Attorney Land stated it is, and every city is doing something different.

Council Member Olsen stated he didn't even know there was such a thing as THC-infused beverages.

Attorney Land stated a year ago, we were not thinking about beverages; we were thinking edibles, from topicals to edibles. And then, all of a sudden, the beverages came out, that was sort of out of at least her world, but she doesn't know. So, she appreciates that direction, and we'll enforce as we need to. We will be sending letters to the violating tobacco stores, she'll work with Clerk Anderson on putting the letter together saying you're in violation, you're have like two days to remove these products from your shelves, or you will face license revocations. That we would be bringing to you, so, we'll be giving people notice, a chance to care. If they fail to do that, we might be recommending taking action on their tobacco license.

Council Member Olsen asked Administrator Levitt if that was clear for Code Enforcement and Public Safety; is that going to provide them with what they need.

Administrator Levitt replied this provides the absolute clarity that we need, with definitive boundaries, and she expects patience with our Code Enforcement.

Mayor Bailey thanked Attorney Land.

B. Street Reconstruction Plan

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

Director Malinowski stated she'll take us through this, it includes an in-process plan here in the City. She wants to review this with Council, to make sure that you're still comfortable. We talked about it in our FMP process, but this is the latest on the Street Reconstruction Projects in the future that we've identified in the FMP and in the CIP. The State gives us authority to approve a Five-Year Street Reconstruction and Overlay Plan (SROP) 2024-2028 at the City; we hold a public hearing on that once, and it is subject to reverse referendum 30 days after that public hearing. So, she just wants to get some feedback on that.

As mentioned, in Minnesota State Statute 475.58, it states that we can adopt that Plan; once it's adopted, some of the reasons we'll do it now that we have our CIP, FMP, and narrow lining, we can identify those five-year plans for those street reconstructions. Examples are Jamaica Avenue, 80th Street, some of those bigger collector roads that we may not have 20% assessment for; so, we need another way that we can bond for those projects, and this Plan would allow us to issue those bonds.

Director Malinowski reviewed our bond types:

- General Obligation Permit Bond (through the 429 process): We do that for pavement management.
- General Obligation Utility Revenue Bonds: Sometimes for our utility projects.
- Capital Improvement Bonds: We are required to hold a public hearing; that was done for our Central Fire Station.
- General Obligation Street Reconstruction Bond: This is something we can do, and that's part of the five-year plan that is in front of you, in draft form. One we hold that public hearing, the 30-day petition could start so we could do those projects.
- General Obligation Abatement Bonds: We did that last fall with the Glacial Valley Park building.

The Process: Identify the project, which is in the draft plan in front of you; those projects were pulled from the CIP and they align with the FMP. We'll hold a public hearing, we'll need a 2/3 majority approval from the City Council. It is subject to reverse referendum within 30 days. Just a reminder that just because that debt is in the Plan, we still are subject to Debt Limits; so, by including debt in that Plan doesn't mean that we can go above our Debt Limits.

Once we approve that SROP, there are some things that we can change within the Plan without adopting a new Plan. We can move amounts from one project to another project; so, if one project is over budget and another project in the Plan is under budget, we can move those funds between those projects, we're allowed to do that. We can change years in the project, so we might identify that we're going to do something in 2026 and we're not going to do it until 2027, so, we're allowed to do that within that Plan.

Things for which we would have to adopt a new Plan include:

- We can't add any new projects, so, we can't decide that we're going to do West Point Douglas Road.
- We can't exceed the amount of Debt Bond Issuance in total; we've identified about \$25.5M, and we can't exceed that amount.
- In three years, if there are projects that come up and we need to change the Plan, we can adopt a new Plan at any point; so, we're not locked in for five years, we would just go through the process again.

Projects that we've identified are listed on the screen, those are the ones that we had anticipated when we did the FMP, and then there's some other projects that have come up since. In total, we've got about \$25.5M in bonds, those are high projects as you know, but there are some Federal and County funds out there that we're utilizing for these projects. So, while the City would be bonding for \$25.5M, our project total is much higher because we are partners on many of those projects.

Council Member Thiede asked why do we still have Harkness on there, two things: 1) We don't want people necessarily using that road, we want them to use Hardwood; 2) His guess is that the people who live on that road would rather not be assessed for having any work done on that road, they'd probably just as soon have it gravel. If we go ask them and everybody says yes, I'd love to have this road redone, then he'd change his tune, but unless he's told differently, it's almost a waste of \$2M.

Administrator Levitt replied our intent is that we wouldn't do Harkness unless there is development; so, we looked at our crystal ball and thought maybe the market in 2027 is when you're going to see the market surge with potential development and acquisition in that area. As Director Malinowski said, we never have to do Harkness; if Harkness is 0, we can always put the \$2M to any other project. That is going to be fully development driven; we're not going to reconstruct that road until development.

Council Member Olsen stated so, we're just holding a place in the pot; Administrator Levitt stated that's exactly correct. So, if it never happens in five years, we just reallocate the \$2M to a different project.

Council Member Thiede asked if there was something special about this being \$25.5M instead of \$23.5M.

Administrator Levitt replied the number can be whatever you want it to be, this was our best Engineer's Estimate, looking at it. For example, the County is putting the roundabout in at 80th and Keats, so, we're aligning that plan because we're responsible for 50%, it's by leg. So, we know that we're trying to match up with their CIP.

Council Member Thiede asked, so, if it's development driven on Harkness, would that all be paid by the developers?

Amanda Meyer, City Engineer, replied on that project we've got \$768K covered by developers; so, this would be in addition to that, would be the bonding amount. That is a high number just because it is out in 2027; we are anticipating that we would bond for about \$1M, but because it's out in 2027, we escalated those costs for 2027.

Administrator Levitt stated, for example, on Jamaica, we already have a \$3M commitment to Washington County for that section of roadway. We're anticipating, depending on how Pioneer Road connects and what happens to the abandonment of Military, there's some additional funds there. Based upon what Woodbury is doing we're slowing their growth and not seeing any developments restart south of Dale Road, beyond 2026. We think the 2028 timeframe, for example, may be when Washington County would be coming for our \$3M; not knowing how we're going to connect with Woodbury, there's some additional numbers in there for that.

Council Member Thiede stated all of the others seem logical to him, it's just the Harkness just is not in his logic meter.

Mayor Bailey stated last week we went out and met with one of the apartment owners along Hardwood, and just remember that the two that are built there are the only two that have done that to Hardwood. Any others still have to go to Harkness. We even heard while we were there that some of the other houses down the road there have even approached, and they want to sell. And, so, he thinks staff is smart to put it out there a little ways because we don't know what's going to happen in the future, but he thinks it makes sense; if it happens, it happens, if it doesn't, it doesn't. If this money moves to 80th Street or somewhere else, that's fine. He noted that they put the inflation factor in there, which is good. Maybe 80th Street won't be as much if we get that additional Federal or State bonding money, which we're going to try for; it could even be less. But, again, the idea is that you can't go over, but you can go under. To Council Member Thiede's comment, if you go under or don't spend it all, then it's done and you just start your new process, which Director Malinowski confirmed.

Director Malinowski stated for Harkness, just to let you know, new curb and gutter cannot be funded with these street reconstruction bonds; so, when we need to do that project, if we do that project, we will need to break out that cost and find another funding mechanism for that, which could be those development buckets.

Mayor Bailey asked about sewers, would that be part of this?

Director Burfeind stated it can't be for new utilities that don't exist, as there's no water, sewer, or stormwater; so, that would another developer cost. Even something like Harkness, even if a project does come through, it could be different and a developer could have to pay for a lot more; we could end up designing two dead-end cul-de-sacs to force the traffic on Hardwood, and the developer pays for most of it. What's important is to have the opportunity to be able to pay for this project if it's a City cost.

Administrator Levitt stated just remember how we typically do it is we have 20% that is being assessed; so, we can issue a G.O. Bond. The problem is none of these have any assessable properties, so, we'll never meet that threshold. So, we need it, and she

thinks that's why the legislature made this opportunity to be so flexible for cities, as this is how you get your larger collector arterial roadways paid for.

Council Member Khambata asked so, if the remaining properties on that road in terms of redevelopment can't spill out onto Harkness, wouldn't it be more reasonable to plan for something along the lines of what Director Burfeind said, where we end up maybe doing a partial swap and kind of terminating Harkness as a throughway. We'd combine all those plots into one larger multiunit development, and then redirect traffic back out onto Hardwood. Although it's highest and best use, what else are you going to get there if you can't have multifamily that directs out onto Harkness, it kind of leaves you with combining all those parcels into one large enough parcel for multifamily development, but then it needs to empty out onto Hardwood.

Mayor Bailey stated he knew there was, at some point, discussion that Harkness may not be a through street, where it could cul-de-sac on the north end. Council Member Olsen stated but you still have to be able to get those people in and out. Mayor Bailey stated they would have to drive south. To your point, the only other thing, though, is we can't require landowners to say you two have to go together and four have to go together in order to build whatever you're going to build. He asked staff isn't the west side of Harkness and the east side of Harkness more like townhomes or twin-homes.

Administrator Levitt replied there was a transition there.

Mayor Bailey stated he remembered we did not go with all apartments along that side; Council Member Olsen stated no, we did not. Council Member Thiede stated it looks much more like a resort than the deal on the sides there. Council Member Olsen stated we wanted it to be walkable, with grass. Mayor Bailey stated we also wanted it to be gradual, so, high to medium to single.

Council Member Thiede asked what financial benefit does this hold for us?

Director Malinowski replied it allows us to hold that public hearing once for all these projects that we've identified, and to be able to bond for them. So, right now, we don't have the ability to bond with what we've done in the past; so, we've attached it to Pavement Management Bonds. So, for Hinton Avenue, we bonded for part of that project, and we attached it to a Pavement Management project to get that 20% requirement. So, this is another mechanism for issuing debt for these street reconstruction projects.

Council Member Thiede confirmed with Director Malinowski that we identify it, we can have a public hearing, and we can bond for it, but we don't actually incur financial cost of it until we actually do get the bonds for any portion of it.

Director Malinowski stated yes, and so at that point in time, if we move forward for the 80th Street roundabout at Keats in 2026, we would come to the City Council with a feasibility report, that cost share agreement with the County on that because that will be a County-led project. Council, at that point, would approve it, and we would have to issue bonds at that point.

Council Member Olsen stated since we already had the public hearing and all the rest of it, it's a much smoother, easier, transparent process.

Administrator Levitt stated so, the schedule is to call for the public hearing on September 20, and then you'd hold the public hearing on October 18, and then after your one hearing, you're done, and then you're approving it then with that debt.

Mayor Bailey stated that's whether we do it or not.

Council Member Olsen stated but then those placeholders are then firmly slotted where we currently have them mapped out here.

Administrator Levitt stated we just didn't want this to be a surprise when we called for that public hearing on September 19 and then held that public hearing in October. So, we just wanted to run through the process one more time.

Director Malinowski stated in the Draft Plan, with the project descriptions, you'll see with anything that is a County-led project or part of our local share of County-led projects, we're noting that. Because we've agreed to flexibility in the SORP, and we've got that noted.

She showed how this aligns with our FMP: The SORP is about \$25.5M, in the FMP we identified about \$23.8M in street projects, that's outside the Pavement Management. So, we're within \$1.6M, and as we know, a lot of things can change, especially as we get into years three, four, and five. She's comfortable with that. As you know, for our 2024 Pavement Management and our discussion on Jamaica Avenue, we are bringing Jamaica Avenue forth quicker. So, we know when we get that feasibility report for the 2024 Pavement Management, we may need to delay a portion in 2024 Pavement Management in order to fund Jamaica Avenue. We know what our parameters are that we need to work within that FMP, and so, we will continue to do that with this SORP.

Mayor Bailey said he remembered when we were talking about that during the CIP, one of the things we discussed was pulling off East Point Douglas.

Director Burfeind stated yes, it was East Point Douglas and part of Hillside, that's kind of outside the neighborhood.

Council Member Thiede stated looking at this, though, and we're doing a little bit worse than the FMP, we should take that \$2M out and we'd do a little bit better than the FMP.

Council Member Olsen stated this doesn't include any third-party funding options for many of these projects, which we've been pretty successful getting. He assumes that that's one of the reasons that you're feeling as confident as you are.

Director Malinowski stated this \$25.5M is allowing us to fund \$91M in street projects. We're getting \$5M for 80th Street, we're getting \$61M with the County Road 19 and Highway 61 project, so, there's a lot of different funding sources that we are tapping for those projects.

Council Member Olsen stated yes, and when you articulate those in your plan, you have a plan that you can present when Mayor Bailey and Director Burfeind go to D.C., you can see here's where we're at, this is what we'd like your help with. You have hard documents; it's just like going to ICSC with a development plan as opposed to well, we're kind of thinking this. You actually have a document for developers to look at. He asked if Director Malinowski had any time to sync up County CIP on these.

Administrator Levitt replied well, the County obviously hasn't issued it yet, but our understanding is we believe we have the flexibility in the plan. Council Member Olsen stated he knows they haven't voted on it yet.

Director Burfeind stated the County projects should match up, the two in 2026 and then Jamaica in 2028.

Council Member Olsen stated it's his understanding they've had a little bit of back and forth with at least one of the commissioners about the CIP, but he thinks the majority are going to move forward with what their game plan is. He wants to be sure we're locked in with that.

Council Member Thiede stated just so his point doesn't get missed, the fact is that we always seem to be a little bit more, not much, but a little bit more than a little bit less. So, it's just that mentality of all these little things.

Council Member Khambata asked if the FMP takes into account conservative rates of inflation.

Director Malinowski stated it's conservative rates of inflation and conservative rates for growth in the next ten years. So, both of those are worked into the FMP, and this would give us a little bit more flexibility if development picks up a little bit greater than we've identified at the 2% in the FMP, and we could fund those projects.

Director Malinowski stated as we went through this process, we had thought that we would be able to include the Shoppes at Cottage View. Because of their new street, we cannot include them in the Plan, but if we issued assessments, 20%, we could do bonding that way, or we could do tax abatement bonds. So, we've got other options; she just wanted Council to know that it won't fit into the definition of the SORP.

Council Member Olsen stated those bonds are eligible for use even though we're getting some additional third-party funding for that, correct? He stated sometimes with that third-party funding, there are limitations on matching funds and how you acquire those funds. He thanked her for that information, as long as they've looked at that.

Administrator Levitt stated the other thing is if we have a developer, and they agree to an assessment waiver, then you're back to yourself. Council Member Olsen stated then we're good.

Director Malinowski asked if there were any other questions or feedback on this. Council Member Olsen stated he likes the planning, it looks good.

14. WORKSHOPS - CLOSED TO PUBLIC - None.

15. ADJOURNMENT

Motion by Council Member Olsen, second by Council Member Dennis, to adjourn the meeting at 8:40 p.m. Motion carried: 5-0.

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



City Council Action Request

7.C.

Meeting Date	10/4/2023				
Department	Administration				
Agenda Category	Action Item				
Title	Liquor License - Bills Liquor, LLC				
Staff Recommendation	Approve the Off- Sale Liquor application for Bills Liquor, LLC, located at 7155 Jorgensen Lane South #150, Cottage Grove, Minnesota.				
Budget Implication	N/A				
Attachments	<table><tr><td>1.</td><td>Memo - Liquor License (Bill's Liquor, LLC)</td></tr><tr><td>2.</td><td>Sergeant McCormick - Memo</td></tr></table>	1.	Memo - Liquor License (Bill's Liquor, LLC)	2.	Sergeant McCormick - Memo
1.	Memo - Liquor License (Bill's Liquor, LLC)				
2.	Sergeant McCormick - Memo				



To: Honorable Mayor and City Council Members
Jennifer Levitt, City Administrator
From: Tamara Anderson, City Clerk
Date: September 27, 2023
Subject: Liquor License – Bills Liquor, LLC

Background

All liquor-selling establishments in the City of Cottage Grove are required by Minnesota State Law (Chapter 340A) and City Ordinances (Section 3-11-5) to be licensed by the City Clerk.

Nebeel Hassan has applied for an Off-Sale Liquor license for his new business, Bills Liquor, LLC, which will be located at 7155 Jorgensen Lane South #150, Cottage Grove, Minnesota, on September 5, 2023.

The application is complete and in accordance with our ordinance as submitted and includes a lease agreement for the location at 7155 Jorgensen Lane South. Public Safety conducted background checks and discovered no evidence that would prevent Nebeel Hassan from receiving an Off-Sale Liquor License for sales at Bills Liquor, LLC (7155 Jorgensen Lane South #150).

Once accepted by Council, the application will be forwarded to the State of Minnesota Liquor and Gambling Division for review and State approval.

Recommendation

Based on the current information collected it is recommended the City Council approve the Off-Sale Liquor application for Nebeel Hassan, Bills Liquor, LLC, located at 7155 Jorgensen Lane South #150, Cottage Grove, Minnesota.



City of Cottage Grove

Public Safety – Police/Fire/EMS

Memo

To: Director of Public Safety Pete Koerner
From: Detective Sergeant Mike McCormick
Date: September 18th, 2023
Subject: Bills Liquor LLC - Liquor and Tobacco License Background

APPLICANTS

Nebeel Hassan
9853 Hamlet Ln S
Cottage Grove, MN 55016

BACKGROUND

On September 5th, 2023, Nebeel Hassan, owner and operator of Bills Liquor LLC submitted an application to sell tobacco in the City of Cottage Grove under section 3-1-6 of the City Code, as well as an application to sell Liquor in the City of Cottage Grove under section 3-1-6. This proposed business would be conducted at the address of 7155 Jorgensen Lane South, Suite #150 in Cottage Grove. The business will be called Bills Liquor.

ORGANIZATIONAL INFORMATION/ NARRATIVE

In the submitted application Nebeel Hassan did not report owning any other business, nor were any others located associated with him.

CRIMINAL/ POLICE CONTACTS-APPLICANTS

Nebeel Hassan does not show to have any traffic convictions in the past 12 months. No other negative criminal or police contacts were observed, and no history noted on the mentioned party that would prohibit him from obtaining a Tobacco or Liquor License in the City of Cottage Grove. It should be noted that my investigation was limited to criminal contacts in nature.

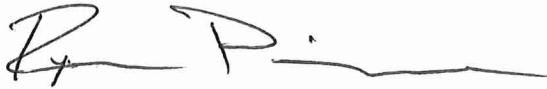
CRIMINAL/POLICE CONTACTS-ESTABLISHMENTS

No other businesses were observed to be owned by Nebeel Hassan.

No other negative criminal or police contacts were reported from the agencies/jurisdictions listed above. No jail time was directed for the mentioned violations, were misdemeanor charges and nothing outstanding. Nothing noted that would prohibit Bills Liquor from obtaining a Tobacco or Liquor license in the City of Cottage Grove.

CLOSING

I have completed a thorough background investigation on Nebeel Hassan including the establishments in which he was or is licensed to sell tobacco or Liquor. I could find no information which would preclude this applicant from holding a Tobacco or Liquor License in the City of Cottage Grove or information which would bar them from functioning in such capacity.

A handwritten signature in dark ink, appearing to read 'R. P.', followed by a long horizontal line.

Detective Ryan Pierre
Background Investigator



City Council Action Request

7.D.

Meeting Date 10/4/2023

Department Administration

Agenda Category Action Item

Title Tobacco License - Bills Liquor, LLC

Staff Recommendation Approve the Tobacco application for Bills Liquor, LLC, located at 7155 Jorgensen Lane South #150, Cottage Grove, Minnesota.

Budget Implication N/A

Attachments

1.	Memo - Tobacco License (Bill's Liquor, LLC)
2.	Sergeant McCormick - Memo



To: Honorable Mayor and City Council Members
Jennifer Levitt, City Administrator
From: Tamara Anderson, City Clerk
Date: September 27, 2023
Subject: Tobacco License – Bills Liquor

Background

All tobacco-selling establishments in the City of Cottage Grove are required by Minnesota State Law and City Ordinances (Section 3-5-1) to be licensed by the City Clerk.

Nebeel Hassan applied for a tobacco license for his new business, Bills Liquor, LLC, which will be located at 7155 Jorgensen Lane South #150, Cottage Grove, Minnesota, on September 5, 2023.

The application is complete and in accordance with our ordinance as submitted and includes a copy of a lease agreement. Public Safety conducted background checks and discovered no evidence that would prevent Nebeel Hassan from receiving a tobacco license for sales at Bills Liquor, LLC (7155 Jorgensen Lane South #150).

Recommendation

Based on the current information collected there is a recommendation that the City Council approve the Tobacco License application for Nebeel Hassan, Bills Liquor, LLC, located at 7155 Jorgensen Lane South #150, Cottage Grove, Minnesota.



City of Cottage Grove

Public Safety – Police/Fire/EMS

Memo

To: Director of Public Safety Pete Koerner
From: Detective Sergeant Mike McCormick
Date: September 18th, 2023
Subject: Bills Liquor LLC - Liquor and Tobacco License Background

APPLICANTS

Nebeel Hassan
9853 Hamlet Ln S
Cottage Grove, MN 55016

BACKGROUND

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ORGANIZATIONAL INFORMATION/ NARRATIVE

In the submitted application Nebeel Hassan did not report owning any other business, nor were any others located associated with him.

CRIMINAL/ POLICE CONTACTS-APPLICANTS

Nebeel Hassan does not show to have any traffic convictions in the past 12 months. No other negative criminal or police contacts were observed, and no history noted on the mentioned party that would prohibit him from obtaining a Tobacco or Liquor License in the City of Cottage Grove. It should be noted that my investigation was limited to criminal contacts in nature.

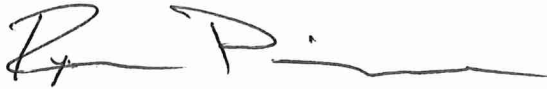
CRIMINAL/POLICE CONTACTS-ESTABLISHMENTS

No other businesses were observed to be owned by Nebeel Hassan.

No other negative criminal or police contacts were reported from the agencies/jurisdictions listed above. No jail time was directed for the mentioned violations, were misdemeanor charges and nothing outstanding. Nothing noted that would prohibit Bills Liquor from obtaining a Tobacco or Liquor license in the City of Cottage Grove.

CLOSING

I have completed a thorough background investigation on Nebeel Hassan including the establishments in which he was or is licensed to sell tobacco or Liquor. I could find no information which would preclude this applicant from holding a Tobacco or Liquor License in the City of Cottage Grove or information which would bar them from functioning in such capacity.

A handwritten signature in dark ink, appearing to read 'R. P.', followed by a long horizontal line.

Detective Ryan Pierre
Background Investigator



City Council Action Request

7.E.

Meeting Date 10/4/2023

Department Administration

Agenda Category Action Item

Title Washington County Election Joint Powers Agreement

Staff Recommendation Approve the Joint Powers Agreement with Washington County for elections administration.

Budget Implication This is part of the 2023-24 Budget

Attachments

1.	Election Services JPA - Final Copy - Cottage Grove
2.	Election Services JPA - August 2023 - Tracked Changes for CG & FL



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

FROM: Tammy Anderson

DATE: October 4, 2023

RE: Washington County Election Joint Powers Agreement

Discussion

On December 21, 2022, the City of Cottage Grove and Washington County agreed to a Joint Powers Agreement to conduct elections inside the City of Cottage Grove. Many other cities in Washington County, including Woodbury and Oakdale, have a similar Joint Powers Agreement for election services. Washington County is requesting that all communities sign the same joint powers agreement in order to maintain a similar approach for conducting elections.

Some changes were made to the amended Joint Powers Agreement. The revised agreement specifies some of the County and City Clerk's duties and responsibilities. It also restricts the agreement's expiration to just odd years, guaranteeing that neither side may cancel the pact in the middle of an election. The expenses of running the election for Washington County will be updated annually on the Washington County Fee table and will not be detailed in the present agreement. Although prices for equipment, election judges, and publications might fluctuate from year to year, Washington County will collaborate with the City to give budget estimates so the City can accurately plan for them in our budget.

Recommendation

Approve the Joint Powers Agreement with Washington County for elections administration.

Attachments

1.	Election Services JPA - Final Copy - Cottage Grove
2.	Election Services JPA - August 2023 - Tracked Changes for CG & FL

AGREEMENT FOR ELECTION SERVICES

THIS AGREEMENT ("Agreement"), made and entered into this ____ day of _____, 2023, by and between the City of Cottage Grove, a Minnesota municipal corporation, herein referred to as the "City", and Washington County, a body politic and corporate, herein referred to as "County," hereafter collectively referred to as "Parties."

WHEREAS, Minnesota Statutes, Section 471.59, authorizes two or more governmental units to enter into an agreement to jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, pursuant to the United States Constitution, Minnesota election laws, and other relevant state and federal election laws, the Parties have certain election related duties imposed upon them in order to carry out the proper administration of elections; and

WHEREAS, the Parties agree that efficiencies and economies of scale make it desirable for the County to assume some of the City's election related responsibilities; and

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

SECTION ONE – DEFINITIONS

The following words, terms, and phrases when used in this Agreement shall have the meaning ascribed to them in this Section, except where the context clearly indicates a different meaning:

- A. Precinct Supplies: City owned voting booths, polling place signs, flags, flag stands, and supply boxes containing election related materials, including supplies, forms, and other required precinct supplies.
- B. Voting Equipment: County owned optical scan voting systems, assistive voting devices, electronic rosters, and other required voting equipment.
- C. Election Authority: The city, town, or school district calling for the election.

SECTION TWO – ELECTION SERVICES

The City hereby contracts with the County to perform, and the County hereby agrees to perform, the election services hereinafter described. This Agreement shall apply to statewide primary and general

elections, special elections called by a valid election authority and all other elections required by law. The Parties agree to carry out the election services hereinafter described in accordance with the United States Constitution, Minnesota election laws, and all other relevant state and federal election laws.

A. COUNTY RESPONSIBILITIES

The County shall perform the following election services which are assigned to the City under Minnesota election laws and other relevant state and federal laws for every election identified in this Agreement:

1. Election Judges:

- a. The County shall be responsible for recruitment, training, and assignment of election judges.
- b. The County shall be responsible for determining the hourly pay rate of the election judges.
- c. The County shall be responsible for paying the election judges directly for salaries, authorized mileage, and other authorized expenses.

2. Voting Equipment:

- a. The County shall arrange for the transport of and coordinate the placement and use of voting equipment for each polling place in the City.
- b. The County shall be responsible for the programming of voting equipment.
- c. The County shall conduct preliminary and public accuracy testing of optical scan voting systems. The County shall post and publish the required notices for the public accuracy testing.

3. Precinct Supplies: The County shall be responsible for providing election forms, supplies, and other election related materials for each polling place in the City.

- a. The County shall arrange for the transport of and coordinate the placement and use of precinct supplies at each polling place in the City.

- b. If the precinct supplies provided for use at each polling place are not the exact supplies purchased by the City, they will be comparable, as determined by the County.
- c. When the precinct supplies are not in use, the County shall store them in secure County facilities during the term of this Agreement. The County shall store the precinct supplies in an adequate manner to minimize the possibility of loss, theft, or damage. At the termination of this Agreement, the County will return all the City's precinct supplies to the City.
- d. If additional and/or replacement precinct supplies are needed, the County shall notify the City of the need and provide a cost estimate prior to the purchase. Following the approval of the City, the County shall purchase the supplies and bill the City for the costs.
- e. Notwithstanding anything in this Agreement that may be to the contrary, the City shall be responsible to replace any lost, stolen, damaged or destroyed City precinct supplies and will hold the County harmless if any of the City's precinct supplies are lost, stolen, damaged or destroyed while in the care and custody of the County.

4. Ballots:

- a. The County shall be responsible for the programming, layout, and printing of ballots for the City.
- b. The County shall pay the ballot costs for statewide elections.
- c. All ballot costs for any other election will be paid by the election authority as reimbursement of actual cost or direct payment.

5. Absentee Voting:

- a. The County shall administer absentee voting for the City.
- b. The County shall pay the absentee voting costs for statewide elections.
- c. Absentee voting costs for any other election will be paid by the election authority per the most recently adopted Countywide Fee Schedule.

- 6. The County shall coordinate directly with each facility for the election day use of designated polling places in the City.

7. Post-Election:

- a. The County shall be responsible for the compiling and reporting of election results and election statistics and providing election related information to the Minnesota Office of the Secretary of State's election reporting system.
 - b. The County shall be responsible for providing the City an abstract and results reports to be reviewed by the City Canvass Board.
 - c. The County shall be responsible for administering the Post-Election Review for the City's precincts.
8. The County shall provide to City officials, candidates, and the public, information and assistance related to election procedures. The County shall not be responsible for providing the City with legal advice concerning questions related to election law.
9. The County shall inform the City of the number of registered voters in each of its precincts within five (5) business days of February 1st of each odd numbered year.
10. The County shall provide the City an estimate of costs for election services for the next even numbered year's election cycle by March 31st of each odd numbered year.
11. The County shall provide the City an estimate of costs for the next year's annual equipment maintenance by March 31st of each year.

B. CITY RESPONSIBILITIES

1. Precinct Supplies:

- a. The City shall provide the County with its precinct supplies to be utilized at each polling place for each election required in this Agreement.
- b. At the conclusion of every election, the County shall store the City's precinct supplies pursuant to Section (2)(C)(3) on this Agreement.

2. Precincts:

- a. The City shall be responsible for determining precinct boundary changes.
- b. The City shall not establish a precinct with more than 4,500 registered voters.
- c. The City shall make a boundary change for any precincts exceeding 4,500 registered voters before December 31st of each odd numbered year.
 - i. The City will receive a list of the number of registered voters in each precinct from the County within five (5) business days of February 1st of each odd numbered year.
 - i. The City shall pay the costs for the required notifications to voters of a precinct boundary change.
 - ii. The City and County may mutually determine a boundary change for a precinct with more than 4,500 voters be delayed and reevaluated in the next odd numbered year.

3. Polling Places:

- a. The City shall be responsible for establishing polling places for each election precinct in the City, preparing the polling place resolution, and requesting approval of the resolution by the City Council.
 - b. The County shall review and provide input regarding the establishment of polling places prior to approval by the City.
 - c. Any formal agreements that may be required for the use of a designated polling place facility are to be made between the City and the polling place. The City will make the polling place available to County personnel.
4. The City shall provide to the County the title and text of any City ballot questions within a reasonable time after the resolution authorizing the ballot questions is approved by the City. The City shall provide the County with the certification of candidate names for City offices within a reasonable time after the Affidavit of Candidacy is filed with the City.
5. The City shall prepare a resolution authorizing the County to designate an absentee ballot board for the purpose of accepting and rejecting ballots for the City. The City shall request the approval of the resolution by the City Council.

6. The City shall perform the duties of candidate filing officer for elected city offices.
7. The City shall administer initial and ongoing campaign financial reporting and economic disclosure activities; prepare, post, and publish election notices at the City Office.
8. The City shall conduct the official canvass of election results following each City election.
 - a. The City shall strive to provide the County with the date of the City Canvass Board meeting at least thirty (30) days before each election.
9. The City shall retain election records for a period not less than twenty-two (22) months after each City election and retain a permanent archive of election results.

SECTION THREE - RECOUNTS

The Parties recognize that under Minnesota election laws, the City Clerk or designee serves as the recount official for recounts conducted by the City Council or City Canvassing Board. If mutually agreed by the Parties, a County official may act as the recount official. The Parties will determine the duties, responsibilities, and cost reimbursements for any such recount agreement.

SECTION FOUR – LIABILITY AND INSURANCE

- A. The Parties total liability under this Agreement shall be governed by Minnesota Statute 471.59, subd. 1a. For the purposes of determining total liability for damages, the participating governmental units are considered to be a single governmental unit, the total liability of which shall not exceed the limits for a single governmental unit as provided in Minnesota Statute 446.04, subd. 1.
- B. The Parties shall maintain such insurance as will protect such party from claims which may arise out of, or result from, the Parties actions under this Agreement. The City shall not be required to maintain any insurance coverage needed in connection with the performance of the County services, including but not limited to automobile liability insurance, workers compensation insurance and public liability insurance.

SECTION FIVE - AGREEMENT FEES

- A. The City shall pay a fee to the County for election services each year they have an election. The election fee schedule is approved by the County Board each year and establishes the fee(s)

associated with each election type. The City will be billed for election services upon the completion of the election cycle. The County will provide an invoice to the City no later than sixty (60) days after the last election in the cycle payable thirty (30) days after providing said invoice.

- B. The City will be billed for the actual costs of appointed election judges salaries, authorized mileage and other expenses to perform duties within their election precincts.
- C. The City will be billed for any required legal publication costs.

SECTION SIX - INDEPENDENT CONTRACTOR

It is understood and agreed between the Parties that the County is an independent contractor and not an employee of the City.

SECTION SEVEN - DURATION AND TERMINATION

- A. Term: This agreement shall commence on the ____ day of _____, 2023, and remain in force until terminated pursuant to the terms of this Agreement.
- B. Termination:
 - 1. This Agreement may be terminated by either party upon six (6) months written notice of its intent to terminate the agreement delivered to the other party.
 - 2. This Agreement may be terminated immediately by the mutual written agreement of both Parties; however, the Agreement cannot be terminated during an even numbered year.
 - 3. Upon termination of this Agreement, the County will coordinate with the City for the return of all City owned precinct supplies stored in County facilities.

SECTION EIGHT – GENERAL PROVISIONS

- A. Designated Representatives:
 - 1. The City shall designate the City Clerk as the principal contact person for the City.
 - 2. The County shall designate the Taxpayer Services & Elections Division Manager as the principal contact person for the County.

3. The County shall designate the Election Coordinator as the secondary contact person for the County.

If either party requires assistance on election day with its election related duties under this Agreement, the designated contact person(s) shall be responsible for determining what resources are available and how such resources will be utilized to render assistance.

SECTION NINE – ENTIRE AGREEMENT

It is understood and agreed upon that the entire agreement of the Parties is contained herein, and that this Agreement terminates, replaces, and supersedes any and all prior Joint Powers Agreements for election services between the Parties.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement the day and year first above written.

CITY OF COTTAGE GROVE

WASHINGTON COUNTY

By _____
Myron Bailey, Mayor

By _____
Gary Kriesel, County Board Chair

By _____
Tamara Anderson, City Clerk

By _____
Kevin Corbid, County Administrator

Recommended By:

Amy Stenftenagel, Director,
Property Records & Taxpayer Services

Approved as to form by:

Stuart Campbell,
Assistant Washington County Attorney

AGREEMENT FOR ELECTION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 20____ by and between the City of Forest Lake, a Minnesota municipal corporation, ("City") and Washington County, Minnesota, a body politic and corporate, ("County") hereafter collectively referred to as "Parties".

WHEREAS, Minnesota Statutes, Section 471.59, authorizes two or more governmental units to enter into an agreement to jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, pursuant to the United States Constitution, Minnesota Election Law, and other relevant state and federal election laws, the Parties have certain election-related duties imposed upon them in order to carry out the proper administration of elections; and

WHEREAS, the Parties agree to carry out the proper administration of elections in accordance with the United States Constitution, Minnesota Election Law, and all other relevant state and federal election laws; and

WHEREAS, the Parties agree that efficiencies and economies of scale make it desirable for the County to assume some of the City's election-related responsibilities; and

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

SECTION ONE - DEFINITIONS

The following words, terms, and phrases when used in this Agreement shall have the meaning ascribed to them in this Section, except where the context clearly indicates a different meaning:

A. Minnesota Election Law. The contents of Minnesota Statutes, Chapters 200, 201, 202A, 203B, 204B, 204C, 204D, 205, 205A, 206, 208, 209, 211A, 211B, and 211C.

A. Election equipment ~~Precinct Supplies~~. City owned ~~voting booths, polling place signs, flags, flag stands and City supply boxes containing election-related materials, supplies, forms, and other required precinct supplies.~~ including, but not limited to optical scan voting systems, assistive voting devices, electronic rosters, and other required polling place equipment for every primary, special or general election as required by law.

B. Voting equipment. County owned optical scan voting systems, assistive voting devices, electronic rosters, and other required voting equipment.

Commented [CP1]: Prefer not to add specific statute numbers so if there are additions/deletions we don't need to execute a new JPA or amend the current.

Commented [CP2]: City owned items are precinct supplies as defined here. The county owns and maintains the voting equipment, including DS200 tabulators, pollpads crosters, and omniballot assistive devices.

B-C. Election authority. The city, town, or school district calling for the election.

Commented [CP3]: This becomes relevant when a special election is called by an authority as it determines who is responsible for some of the costs as outlined in the agreement.

SECTION TWO – ELECTION SERVICES

The City hereby contracts with the County to perform, and the County hereby agrees to perform, the election services hereinafter described. This Agreement shall apply to statewide primary and general elections, special elections called by a valid election authority and all other elections required by law. The Parties agree to carry out the election services hereinafter described in accordance with the United States Constitution, Minnesota Election Law, and all other relevant state and federal election laws.

A. COUNTY RESPONSIBILITIES

The County shall perform the following election services which are assigned to the City under Minnesota election law and other relevant state and federal laws for every election identified in this Agreement:

1. Election Judges.

a. The County shall be responsible for recruitment, training, and assignment of election judges. The County will abide by the appointment and training requirements for election judges under Minnesota Statutes, Sections 204B.19 – 204B.26.

Commented [CP4]: It is a given that the county will act in accordance with statute. This is addressed with the 3rd whereas statement. We prefer not to list specific statute numbers, so we don't have to execute new JPA's if there is a legislative change.

b. The City-County shall be responsible for determining the hourly pay rate compensation of the election judges, in consultation and with the County.

Commented [CP5]: We prefer to retain this responsibility.

b-c. The County shall be responsible for paying the election judges directly for salaries, authorized mileage, and other authorized expenses. The City shall inform the County of an appointed election judge who has provided a written statement choosing to serve without payment.

Commented [CP6]: The county handles all of the election judge functions including recruiting, interviewing, hiring, scheduling, payroll, etc. We will have this information as part of our process.

2. VotingElection equipment.

a. The County shall arrange for the use of provide the City with all election voting equipment, including optical scan voting systems, assistive voting devices, electronic rosters, and other required voting equipment. If the election equipment is not the identical equipment purchased by the City, it will be comparable equipment, as determined by the County. The following provisions apply to election equipment:

Commented [CP9]: There are two distinct types of equipment that need to be addressed as defined in section 1 A & B. Precinct supplies (signs, voting booths, forms, pens, etc) and voting equipment (tabulators, and other technology). The county handles all the responsibilities related to getting the equipment to the polling places.

b. The County shall be responsible for the programming of voting equipment for the City.

c. The County shall conduct preliminary and public accuracy testing of optical scan voting systems. The County shall post and publish the required notices for the public accuracy testing.

Commented [CP7]: The County handles the required notices for the public accuracy testing. The City handles all other required notices. There were some changes to what is required to be posted and published in the 2023 legislative session.

3. Precinct Supplies. The County shall be responsible for providing election forms, supplies, and other election related materials for each polling place in the City.

a. The County shall arrange for the transport of and coordinate the placement and use of precinct supplies at each polling place in the City.

Commented [CP8]: The county handles all the responsibilities related to getting the supplies to the polling places.

b. If the precinct supplies provided for use at each polling place are not the exact supplies purchased by the City, they will be comparable, as determined by the County.

c. When the precinct supplies are not in use, the County shall store them in secure County facilities during the term of this Agreement. The County shall store the precinct supplies in an adequate manner to minimize the possibility of loss, theft, or damage. At the termination of this Agreement, the County will return all the City's precinct supplies to the City.

d. If additional and/or replacement precinct supplieselection equipment is are needed, the County shall notify the City of the need and provide a cost estimate prior to its the purchase of the replacement equipment, including an explanation of the need for the replacement equipment and the cost estimates therefor. Following written authorization from the City Administrator, the County shall purchase the replacement equipment and bill the City for the costs.

Commented [CP10]: We will work together on replacement supplies and understand the need to have estimates for budgeting.

d.e. Notwithstanding anything in this Agreement that may be to the contrary, the City shall be responsible to replace any lost, stolen, damaged, or destroyed City precinct supplies and will hold the County harmless if any of the City's precinct supplies are lost, stolen, damaged, or destroyed while in the care and custody of the County.

e. The County shall prepare, transport and set up all election equipment to and from each voting polling place. The County will coordinate with the City for the placement and use of City-owned election equipment at each polling place.

Commented [CP11]: Moved to section 2 A 2 a & 2 A 3 a.

f. When the election equipment is not in use for an election, the County shall store the City's election equipment in a County facility during the term of the Agreement. The County shall store the City's election equipment in a safe, secure manner and with adequate safeguards to minimize the possibility of loss, theft, damage or commingling with other equipment or property. Upon the City's request, the County shall furnish an inventory of all election equipment stored by the County, specifying the location, along with any other information the City may request regarding the election equipment's storage.

Commented [CP12]: Moved to section 2 A 3 c

g. The City is committed to maintaining the election equipment in good operating condition to maintain and preserve the value and election equipment. To that end, the County shall provide annual routine maintenance to address all necessary replacements and repairs to the City's election equipment.

Commented [CP13]: There is no routine maintenance that can be performed on the precinct supplies. We assess the condition ahead of the even year elections. We ensure maintenance is performed on County owned voting equipment.

h. The County shall conduct preliminary testing of all the City's electronic voting systems to ensure they are in proper working order. Such testing shall also include public accuracy tests of all the City's electronic voting systems. After the County has completed the accuracy testing of the City's electronic voting systems, the County shall publish and post notices of the public accuracy tests.

Commented [CP14]: Addressed in section 2 A 2 c

~~i.~~ The County shall be responsible for the programming of optical scan voting systems, assistive voting devices, and electronic rosters for the City.

Commented [CP15]: Addressed in section 2 A 2 b

4. Ballots.

~~a.~~ The County shall be responsible for programming, layout, and printing of the ballots for the City.

~~b.~~ The County shall pay the ballot costs for statewide elections.

~~j-c.~~ All ballot costs for any other election will be paid by the election authority as reimbursement of actual cost or direct payment.

5. Absentee Voting.

~~a.~~ The County shall administer absentee voting for the City.

~~b.~~ The County shall pay the absentee voting costs for statewide elections.

~~k-c.~~ Absentee voting costs for any other election will be paid by the election authority per the most recently adopted Countywide Fee Schedule.

~~6.~~ The County shall coordinate directly with each facility for the election day use of designated polling places in the City.

7. Post-Election.

~~a.~~ The County shall be responsible for the compiling and reporting of election results and election statistics and providing election related information to the Minnesota Office of the Secretary of State's election reporting system.

~~b.~~ The County shall be responsible for providing the City an abstract and results reports to be reviewed by the City Canvass Board.

~~l-c.~~ The County shall be responsible for administering the Post-Election Review for the City's precincts.

~~2-8.~~ The County shall provide to City officials, candidate, and the public, information and assistance related to election procedures. The County shall not be responsible for providing the City with legal advice concerning questions related to election law.

~~3-9.~~ The County shall inform the City of the number of registered voters in each of its precincts within five (5) business days of February 1st of each odd numbered year.

~~10. By March 31st of each odd-numbered year, the County shall provide the City an estimate of costs for election services for the next even-numbered year's election cycle by March 31st of each odd-numbered year. Such costs shall be based on the County's approved election fee schedule.~~

~~4.11. The County shall provide the City an estimate of costs for annual equipment maintenance by March 31st of each year.~~

~~5.12. After the City has designed by ordinance or resolution a polling place for each election precinct pursuant to Minnesota Statutes, Section 204B.16, subdivision 1(a), the County shall contact the City Clerk regarding the use of polling places on Election Day. The County shall conduct annual inspections of the polling places established by the City according to Minnesota Statutes, Section 204B.16, in order to verify compliance with all state and federal accessibility requirements.~~

~~6. Election Forms, Ballots and Supplies. The County shall be responsible for providing election forms, supplies and other election-related materials for each designated polling place in the City and to publish any required primary or general election sample ballots.~~

~~a. The County shall be responsible for the programming, layout, and printing of ballots for the City. All ballots for every election shall be prepared in accordance with Minnesota Statutes, Sections 204B.35 - 204B.44 and Chapter 204D, except for voting machine ballots or as otherwise provided by law.~~

~~b. The County shall pay all ballot-related costs for State Elections.~~

~~c. All ballot-related costs for any other election will be paid by the City as a reimbursement of actual cost or direct payment.~~

Commented [CP16]: Moved to section 2 A 4 a b c

~~7. The County shall administer absentee voting for the City in accordance with Minnesota Statutes, Chapters 203B and 204B and all other applicable state or federal rules and regulations.~~

~~a. The County shall pay for all absentee voting-related costs for State Elections.~~

~~b. All absentee voting-related costs for any other election will be paid by the City per the most recently adopted County fee schedule.~~

Commented [CP17]: Moved to section 2 A 5 a b c

~~8. The County shall be responsible for the compiling and reporting of election results and election statistics and providing election-related information to the Minnesota Office of the Secretary of State's election reporting system and the appropriate canvassing boards, the public, and the media. County shall also provide election-related information on the County's website relating to City elections. The County shall be responsible for providing the City an abstract and results report to be reviewed by the City Canvass Board.~~

9. The County shall be responsible for administering the Post-Election Review for the City's precincts.

Commented [CP18]: Moved to section 2 A 7 a b

Commented [CP19]: Moved to section 2 A 7 c

10. The County shall provide to City officials, candidates, and the public, information and assistance relating to election procedures. The County shall not be responsible for providing the City with legal advice concerning questions related to election law.

Commented [CP20]: Moved to section 2 A 8

11. As may be required by Section 203 of the Voting Rights Act of 1965, as amended, the County shall procure and provide interpreter services to be available for all elections administered pursuant to this Agreement. The County shall cover the costs associated with ensuring compliance with Section 203 of the Voting Rights Act of 1965, as may be applicable to this Agreement.

Commented [CP21]: These services are provided by the Minnesota Office of the Secretary of State to all election jurisdictions in the state.

12. The County shall prepare, post, and publish notices of filings as required by Minnesota Statutes, Sections 205.13 and 205.16.

Commented [CP22]: The City will continue to be responsible for posting and publishing required notices with the exception of the public accuracy test notice.

13. The County shall publish, post, and provide the sample ballots as required by the Washington County Auditor.

Commented [CP23]: Sample ballots are no longer required to be posted or published per 2023 legislative change.

CITY RESPONSIBILITIES

A. Precinct Supplies.

1. The City possesses election equipment for the purpose of fulfilling its election-related obligations under state and federal law. Upon execution of this Agreement, the City shall provide the County with access to its election equipment precinct supplies to be utilized at each polling place for each election required by law this Agreement.

A.2. At the conclusion of every election, the County shall store the City's election equipment precinct supplies pursuant to Section 2(C1)(3D) of this Agreement.

Commented [CP24]: Precinct supplies are provided to the County and we arrange for use and store as noted in section 2 A 3

B. Precincts.

1. The City shall be responsible for determining precinct boundary changes in accordance with Minnesota Statutes, Section 204B.14, and any other applicable state or local rule or regulation.

2. The City shall not establish a precinct with more than 4,500 voters.

3. The City shall make a boundary change for any precincts exceeding 4,500 registered voters before December 31st of each off numbered year.

a. The City will receive a list of the number of registered voters in each precinct from the County within five (5) business days of February 1st of each odd numbered year.

a.b. The City shall pay the costs for the required notifications to voters of a precinct boundary change.

B.c. The City and County may mutually determine a boundary change for a precinct with more than 4,500 voters be delayed and reevaluated in the next odd numbered year.

- 1) The boundary change must occur before December 31st of the odd numbered year.
- 2) The City shall pay the costs for the required notifications to voters of a precinct boundary change. However, the County shall pay for any costs associated with a notice requirement specifically assigned to the County under Minnesota Statutes, Chapter 204B.14
- 3) The City and County may mutually determine a boundary change be delayed and reevaluated in the next odd numbered year.

Commented [CP25]: Large precincts are difficult to manage and negatively impact the voter experience. This limit allows us to effectively manage the precinct and provide an optimal experience for voters.

C. Polling Places.

1. The City shall be responsible for establishing polling places for each election precinct in the City, preparing the polling place resolution, and requesting approval of the resolution by the City Council, in accordance with Minnesota Statutes, Section 204B.16, and any other applicable state or local rule or regulation.
2. The County shall review and provide input regarding the establishment of polling places prior to approval by the City.

C.3. Any formal agreements that may be required for the use of a designated polling place facility are to be made between the City and the polling place. The City will make the polling place available to County personnel.

Commented [CP26]: This addresses any use and liability agreements polling place facilities may require for use a location designated by the City. The election judges and potentially county personnel will need access to perform their work on election day.

~~D. Any formal agreements that may be required for the use of a public facility as a polling place for elections will be made between the City and the public facility designated as a polling place. The City will make the polling place available to County personnel after receiving notice from the County detailing the date, time, location of polling place, and reason that County personnel requires access to the polling place.~~

E.D. The City shall provide the County with the title and text of any City ballot questions within a reasonable time after the resolution authorizing the ballot question is approved by the City, in accordance with Minnesota Statutes, Sections 205.16, subd. 4 and 205A.05, subd. 3. The City shall provide the County with the certification of candidate names for City offices within a reasonable time after the Affidavit of Candidacy is filed with the City.

F.E. The City shall prepare a resolution authorizing the County to designate an absentee ballot board for the purpose of accepting and rejecting ballots for the City, pursuant to the requirements of

~~Minnesota Statutes, Section 203B.121 and administering all other aspects of absentee voting activities pursuant to Minnesota Statutes, Chapter 203. The City and County shall mutually agree on the amount paid to each member of the absentee ballot board as reasonable compensation for services rendered during an election. The City shall request the approval of the resolution by the City Council.~~

~~G.F. _____ The City shall perform the duties of candidate filing officer for candidates for Mayor, City Council Member, and other elected city offices.~~

~~H.G. _____ The City shall administer initial and ongoing campaign financial reporting and economic disclosure activities; prepare, post, and publish election notices unless such notice is specifically assigned to the County under Minnesota Election Law; and post sample ballots at City Hall.~~

~~I.H. The City shall conduct the official canvass of election results following each City election pursuant to the requirements of Minnesota Election Law.~~

~~J.I. The City shall strive to provide the County with the date of the City Canvass Board meeting at least thirty (30) days before each election.~~

~~K.I. The City shall retain election records for a period not less than twenty-two (22) months after each City election and retain a permanent archive of election results pursuant to Minnesota Statutes, Section 204B.40.~~

~~L. The City shall prepare and approve all resolutions required of the City in Minnesota Election Law to administer elections.~~

SECTION THREE - RECOUNTS

The Parties recognize that under Minnesota Election Law, the City Clerk or designee serves as the recount official for recounts conducted by the City Council or City Canvassing Board. If mutually agreed by the Parties in writing, a County official may act as the recount official. The Parties will determine the duties, responsibilities and cost reimbursements for any such recount agreement.

SECTION FOUR – LIABILITY AND INSURANCE

~~A. The Parties total liability under this Agreement shall be governed by Minnesota Statute 471.59, subd. 1a. For the purposes of determining total liability for damages, the participating governmental units are considered to be single governmental unit, the total liability of which shall not exceed the limits for a single governmental unit as provided in Minnesota Statute 466.04, subd. 1. Each party to this Agreement shall be responsible for its own acts and omissions, and the acts or omissions of its officials, agents, and employees, and the results thereof, in carrying out the terms of this Agreement, to the extent authorized by law, and shall not be responsible for the acts or omissions of the other party, its officials, agents, and employees, and the results thereof. To the full extent permitted by law, actions by the Parties pursuant to this~~

~~Agreement are intended to be and shall be construed as a “cooperative activity” and with the intent that the Parties be deemed a “single governmental unit” for the purpose of liability as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a), liability of which shall not exceed the statutory limits established under Minnesota Statute 466.04, subd. 1. Nothing herein shall be construed nor operate as a waiver of any applicable limits of or exceptions to liability set by law.~~

- B. The Parties shall maintain such insurance as will protect such party from claims which may arise out of, or result from, the Parties actions under this Agreement. The City is not required to maintain any insurance coverage needed in connection with the performance of any County services under this Agreement, including but not limited to, automobile liability insurance, workers compensation insurance, and public liability insurance. ~~By purchasing insurance, the Parties do not intend to waive, and the Agreement shall not be interpreted to constitute a waiver of, by any party, limitations on liability or immunities provided by any applicable state law, including Minnesota Statutes, Chapters 466 and 471.~~

SECTION FIVE - FEES

- A. The City shall pay a fee to the County for election services each year they have an election. The election fee schedule is approved by the County Board each year and establishes the fee(s) associated with each election type. ~~The current fee schedule is attached as Exhibit A.~~ The City will be billed for election services upon the completion of the election cycle. The County will provide an invoice to the City no later than sixty (60) days after the last election in the cycle payable thirty (30) days after providing said invoice.
- B. The City will be billed for the actual costs of appointed election judges salaries, authorized mileage and other expenses to perform duties within their election precincts.
- C. The City will be billed for any required legal publication costs.

Commented [CP27]: We will not attach the fee schedule to the agreement so as not to have to execute a new agreement if changes are made.

SECTION SIX - INDEPENDENT CONTRACTOR

It is understood and agreed between the Parties that ~~the County is an independent contractor and not an employee of the city. nothing in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint ventures, or associates between the Parties. Any election services provided by the County, its officers, agents and employees pursuant to this Agreement, shall be provided as employees of the County or as independent contractors of the County, and not as employees of the City of any purpose.~~

SECTION SEVEN - DURATION AND TERMINATION

- A. Term. This Agreement shall commence on the ____ day of _____, 2023 and remain in full force and effect until terminated pursuant to the terms of this Agreement.
- B. Termination.

- 1) This Agreement may be terminated by either party upon six (6) months written notice delivered to the other party. Upon termination under this provision, if there is no default by the County, the County shall be paid for any services rendered and reimbursable expenses incurred until the effective date of termination.

~~2) 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 thirty (30) calendar days from the date of the termination notice to cure or submit a plan for cure that is acceptable to the other party.~~

- ~~3)2) This Agreement may be terminated immediately by the mutual written agreement of both Parties; however, the Agreement cannot be terminated during an even numbered year.~~

- ~~4)3) Upon termination of this Agreement, the County will coordinate with the City on the return of all City-owned election equipment stored in County facilities.~~

Commented [CP28]: It would be difficult for both parties to change who is administering an election mid election year.

SECTION EIGHT – GENERAL PROVISIONS

A. Designated representatives.

- 1) The City shall designate the City Clerk as the principal contact person for the County.

~~2) The County shall designate Taxpayer Services & Elections Division Manager~~
_____ as the principal contact person for the City.

~~2)3) The County shall designate the Election Coordinator as the secondary contact for the County.~~

If either party requires assistance on election day with its election-related duties under this Agreement, the designated contact person shall be responsible for determining what resources are available and how such resources will be utilized to render assistance.

~~B. Notices. Any notices required under this Agreement shall be communicated to the following addresses:~~

If to City: _____ City of Forest Lake
_____ 1408 Lake Street South
_____ Forest Lake, MN 55025
_____ Attention: City Administrator

Or emailed: patrick.casey@ci.forest-lake.mn.us

If to County: Washington County Government Center

14949 62nd Street North

Stillwater, MN 55082

Attention:

Or emailed:

C. Assignment. This Agreement is not assignable without the mutual written agreement of the Parties.

D. Waiver. A waiver by either City or County 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.

E. 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.

F. Severability. If any term of this Agreement is found to 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 created, collected, received, maintained, or disseminated for any purpose pursuant to this Agreement shall be subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and any other applicable state or federal regulations on data privacy.

H. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

SECTION NINE – ENTIRE AGREEMENT

It is understood and agreed upon that the entire agreement of the Parties is contained herein, and that this Agreement terminates, replaces, and supersedes any and all prior Joint Powers Agreements for election services between the Parties.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement the day and year first above written.

CITY OF FOREST LAKE

By _____
Mara Bain, Mayor

By _____
Patrick Casey, City Clerk

WASHINGTON COUNTY

By _____
County Board Chair

By _____
County Administrator

Recommended By:

Director, Property Records and Taxpayer Services

Approved as to form by:

Washington County Attorney

EXHIBIT A

The following fees have been established by the 2023 Washington County Fee Schedule, Policy #1032, in relation to certain election-related costs:

Municipality Election Equipment Maintenance Fees

Vote Tabulating Machine Maintenance — Annual	per machine	\$309.00
Assistive Voting Device Maintenance — Annual	per machine	\$299.00
Electionware Software Maintenance — Annual	per machine	\$247.00
Poll Pad (electronic roster) device maintenance	per machine	\$165.00

Election Services Agreement Fees — JPAs

State Primary and General Elections — Both Elections		
Staff Costs; Equip Storage/Delivery; and Supplies	first precinct	\$6,334.00
	additional precincts	\$4,134.00
Election judges, legal publications, and additional polling place equipment will be billed according to the election services agreement (actual costs)		

Special Elections of Municipality or School — Per Election

Staff Costs; Equip Delivery; and Supplies	first precinct	\$2,575.00
	Additional precincts	\$1,475.00
Absentee Voting Postage/Supply Costs	per mailed	\$3.00
	Per in person	\$0.50
Equipment Lease Fee — Vote Tabulator; AVD; Electronic Rosters	per unit	\$60.00

Ballots, election judges, temporary staff,
and legal publications — per election — Actual Costs

Registered Voter Certificate — MS 373.41, CR 92-012 — \$5.00



City Council Action Request

7.F.

Meeting Date	10/4/2023				
Department	Community Development				
Agenda Category	Action Item				
Title	Approval of Rental Licenses				
Staff Recommendation	Approve the issuance of rental licenses to the properties listed in the attached table.				
Budget Implication	N/A				
Attachments	<table><tr><td>1.</td><td>Rental License Approval CC Memo</td></tr><tr><td>2.</td><td>Rental License Approvals Table</td></tr></table>	1.	Rental License Approval CC Memo	2.	Rental License Approvals Table
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: September 26, 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 - OCTOBER 4, 2023

RENTAL LICENSE NUMBER	PROPERTY STREET #	PROPERTY STREET NAME	PROPERTY OWNER
RENT-001559	9389	JAREAU AVENUE SOUTH	HPA II Borrower 2019-1 LLC
RENT-001886	6303	JENSEN AVE S	HANSON, MICHAEL & LEIGH
RENT-001891	6927	99TH STREET COURT SOUTH	RACEK, KIMBERLY



City Council Action Request

7.G.

Meeting Date	10/4/2023
Department	Public Safety
Agenda Category	Action Item
Title	Authorization to Apply for Firehouse Subs Public Safety Foundation Grant
Staff Recommendation	Authorize the Fire Department to apply to the Firehouse Subs Public Safety Foundation for a grant up to \$35,000.00.
Budget Implication	N/A
Attachments	None



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

FROM: Pete Koerner

DATE: October 4, 2023

RE: Authorization to Apply for Firehouse Subs Public Safety Foundation Grant

Discussion

The Cottage Grove Fire Departments provide fire suppression, emergency medical services (EMS), hazardous materials response, holistic community risk reduction services and rescue services to our community. Within the category of rescue services, water rescue is one of the responsibilities of our fire department to respond to those with an emergency in or near a body of water. Within our community, we have a significant amount of shoreline of the Mississippi and its backwaters along numerous ponds and water retention areas. This need is growing more and more evident as Cottage Grove establishes itself to be a recreational destination and an exciting vision is growing access to the Mississippi River. We have seen evidence of this in use of the river in the booming kayak rentals occurring at Mooers Park. To further accelerate the fire department's needs to prepare for water emergencies, the city has identified more prominent and sustainable river access as a priority. This, in tandem with plans for a Mississippi Dunes Park, requires our fire department to be prepared for those that may require help or rescue while enjoying Cottage Grove's wonderful water features.

Investment in Equipment

To establish near-shore/shore-based rescue capabilities, the fire department will require investment in equipment to support this mission.

The current recommendation includes an oar/paddle-driven rescue craft which is a "rapid deployment craft" (RDC) which is inflated with air bottles such as the air bottles firefighters wear for firefighting. The RDC allows for responders to reach those in need within the water and it supports extrication from the water. A benefit to this RDC is that since it is a "rubber-like" material, it can also be used for ice rescue and in the snow. The approximate cost for the RDC is \$6,000.

The other costs is equipment to equip "rescue swimmers" to reach in-need victims. The equipment includes water rescue necessities that cover both warm and cold-water responses. The equipment will allow rescue swimmers to safely reach those that are underwater up to ten feet. Equipment includes wet-suits, snorkels, fins, rescue rope and other vital equipment. This equipment will support four rescuers, which allows for two in-water response and two "back-up"/shore support responses which best practice and necessary safety procedures. The cost

of this equipment is \$16,000, of which significant costs come from specialized life vests and all-weather water rescue suits (approximately \$7500). A crew of firefighters will require training to support this program. Fortunately, two local fire departments have certified rescue swimmer instructors that can train and certify our responders. Due to this local option, the fire department will be able to support the cost of training in already planned training budgets.

Potential Funding Source

Firehouse Subs is a national chain of restaurants, and they fund and support the Firehouse Subs Public Safety Foundation with a mission to support local first responders. Firehouse Subs was founded by firefighters and have dedicated themselves to give back to communities throughout the United States. Their mission to support first responders is to “help them save lives by providing lifesaving equipment and needed resources to first responders and public safety organizations, we help them to be better prepared to save lives in the communities they serve.”

Firehouses Subs Public Safety Foundation donates millions of dollars each year to support emergency responders. Firehouse Subs Public Safety Foundation accepts grant applications quarterly to fund projects. Their typical grant award is \$15,000 to \$35,000. They only allow up to 600 grant applications per quarter.

The water rescue needs for the fire department are a good match for the mission of the Firehouse Subs Public Safety Foundation. The fire department is requesting authorization to apply for a Firehouse Subs Public Safety Foundation grant for up to \$35,000 to support water rescue equipment and training. This is a non-matching grant and 100% award.

Recommendation

Authorize the Fire Department to apply to the Firehouse Subs Public Safety Foundation for a grant up to \$35,000.00.

Attachments

None



City Council Action Request

7.H.

Meeting Date	10/4/2023
Department	Public Safety
Agenda Category	Action Item
Title	Appointment of Brad Petersen to Deputy Director of Public Safety- Police Captain
Staff Recommendation	Approve the appointment of Brad Petersen to the position of Deputy Director of Public Safety – Police Captain, effective Monday, January 1, 2024.
Budget Implication	Budgeted Position
Attachments	None



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

FROM: Pete Koerner

DATE: October 4, 2023

RE: Appointment of Brad Petersen to Deputy Director of Public Safety- Police Captain

Discussion

Deputy Director of Public Safety – Police Captain Randy McAlister announced his upcoming retirement for March of 2024. This created a vacancy and allowed us time to do a selection process and transition. By selecting the candidate now, this allows us to select other positions (Sergeant and Patrol Officer) to have the 2024 patrol schedule set for January. A promotional process was started for the Deputy Director of Public Safety – Police Captain position. Four qualified Sergeants applied for the Police Captain position.

Applicants for the job were required to present their qualifications, experience, leadership, recruitment and retention ideas, community engagement and budget experience to an interview panel consisting of City Administrator Levitt, Human Resource Manager Fischbach, Director Koerner, Deputy Director Rinzel and Hastings' Police Chief. The top three candidates were selected to a full battery of tests administered by Martin-McAllister Consulting Psychologist's office. The testing measured the candidates' intelligence, leadership, management style, social skills, basic personality traits and communications skills. The candidates also participated in an in-basket exercise.

The results of the panel interview and assessment testing revealed three outstanding candidates and Sergeant Brad Petersen was selected.

Brad will serve a one-year probationary period in accordance with the City's Personnel Policy. His first day as Police Captain will be Monday, January 1, 2024, which corresponds with a new pay period. He will be placed in the city's non-represented pay plan level X01, step 5. Brad will be paid for any compensation time he has on the books (accrued as Sergeant), and he will now have exempt status.

Recommendation

Approve the appointment of Brad Petersen to the position of Deputy Director of Public Safety – Police Captain, effective Monday, January 1, 2024.

Attachments

None



City Council Action Request

7.I.

Meeting Date 10/4/2023

Department Public Works

Agenda Category Action Item

Title Shoppes CPF Grant Approval

Staff Recommendation Approve the Community Project Funding Grant Agreement B-22-CP-MN-0496 with the Department of Housing and Urban Development for the Shoppes at Cottage View Project.

Budget Implication N/A

Attachments	1.	Shoppes CPF Grant Approval 2023-10-4
	2.	Grant Agreement B-22-CP-MN-0496

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

From: Ryan Burfeind, PE, Public Works Director

Date: September 25, 2023

Re: Shoppes at Cottage View - Community Project Funding Grant Agreement Approval

Background

In 2021, the City of Cottage Grove applied for a federal Community Project Funding (CPF) grant to assist with the cost of construction of city infrastructure at Shoppes at Cottage View. This infrastructure would largely include Cottage View Drive, a portion of Ravine Parkway, along with all of the necessary public utilities to serve the development. Below is a figure showing the city infrastructure to be built.



The total cost to complete all of the city infrastructure is approximately \$9,785,000, the city requested \$7,110,080 in funding through the CPF grant process, with \$3,000,000 in funding being awarded. While not the full amount requested, this is a significant amount which will assist in building the infrastructure in phases based on development of the project.

Discussion

Since award of the grant, city Staff have been working through the extensive process to get a grant agreement in place. This grant funding ultimately came through a Department of Housing and Urban Development (HUD) grant process. This past spring, the City's final project narrative and project budget were approved, and all other required federal forms were completed and submitted as well. The City has received a draft grant agreement for the city's approval. The City Attorney has reviewed and provided comments on this agreement, those comments will be incorporated into the final signed agreement. Once this grant agreement is in place, the City will be able to reimburse engineering costs for final design and the required federal environmental review. The City will have until August 31, 2030 to expend all grant dollars.

Recommendation

It is recommended the City Council approve the Community Project Funding Grant Agreement B-22-CP-MN-0496 with the Department of Housing and Urban Development for the Shoppes at Cottage View Project.

**FY 2022 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-22-CP-MN-0496**

Grantee Name: City of Cottage Grove

Grantee Address: 12800 Ravine Parkway Cottage Grove, MN 55016

Grantee's Unique Entity Identifier (UEI):

Grantee's Employer Identification Number (EIN)

Federal Award Identification Number (FAIN) B-22-CP-MN-0496

Assistance Listing Number and Name 14.251 Economic Development Initiative,
Community Project Funding, and Miscellaneous Grants

Period of Performance/Budget Period Start Date Date of grant obligation

Period of Performance/Budget Period End Date August 31, 2030

This Grant Agreement between the Department of Housing and Urban Development (HUD) and City of Cottage Grove (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the Explanatory Statement for Division L of that Act, which was printed in the House section of the Congressional Record on March 9, 2022 (Explanatory Statement); and superseding provisions of the Consolidated Appropriations Act, 2023 (Public Law 117-328).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

ARTICLE I. Definitions

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

ARTICLE II. Total Grant Amount

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$3,000,000 available to the Grantee.

ARTICLE III. Award-Specific Requirements

A. Federal Award Description. The Grantee must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in accordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as described in the Project Narrative that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved Project Narrative as Appendix 1 to the Grant Agreement on the date that HUD signs this Grant Agreement.

B. Approved Budget. The Grantee must use the Grant Funds as provided by the Approved Budget. Unless changed in accordance with Article III, section C of this Grant Agreement, the Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved line-item budget as Appendix 2 to this Grant Agreement on the date that HUD signs this Grant Agreement.

C. Project and Budget Changes. All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Grant Agreement. To request HUD's approval for a change in the Project or Approved Budget, the Grantee must submit a formal letter to the Director of HUD's Office of Economic Development - Congressional Grants Division through the assigned Grant Officer. The letter must be submitted by email to the assigned Grant Officer and must provide justification for the change. The email submitting the letter must also include a revised project narrative or revised line-item budget, as applicable, that includes the requested change. The Grantee is prohibited from making project or budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article III, section D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website. The HUD Office of Economic Development – Congressional Grants Division will notify the Grantee in writing, by email, whether HUD approves or disapproves the change. Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in Disaster Recovery Grant Reporting (DRGR) to reflect that change.

D. Applicable Appropriations Act Conditions. The conditions that apply to the Grant Funds as provided by the Consolidated Appropriations Act, 2022, the Explanatory Statement, and the Consolidated Appropriations Act, 2023 are hereby incorporated and made part of this Grant Agreement. In the event of a conflict between those conditions, the conditions provided by the later Act will govern. The Grant Funds are not subject to the Community Development Block Grants regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.

E. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. As authorized under 2 CFR 200.307(e)(2), program income may be treated as an addition to the Federal award, provided that the Grantee uses that income for allowable costs under this Grant Agreement. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. Any program income that cannot be expended on allowable costs under this Grant Agreement must be paid to HUD before closeout of the grant, unless otherwise specified by an applicable Federal statute.

F. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education, the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR part 200, Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

G. The Grantee must comply with any specific award conditions that HUD may attach to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.

H. The Grantee is responsible for managing the Project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the Project, the grant closeout, and compliance with all applicable federal requirements. The Grantee may subaward all or a portion of its funds to one or more subrecipients, as identified in the Project Narrative (Appendix 1) or as may be approved by HUD in accordance with 2 CFR 200.308. All subawards made with funding under this Grant Agreement are subject to the subaward requirements under 2 CFR art 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV. A subaward may be made to a for-profit entity only if HUD expressly approves that subaward, and the for-profit entity is made subject to the same Federal requirements that apply to all other subrecipients, including the requirements 2 CFR part 200 provides for a "non-Federal entity" that receives a subaward.

ARTICLE IV. General Federal Requirements

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR art 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the Project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR art 58.

C. After Grantee's receipt of the Letter of Invitation for this grant, neither the Grantee nor any of its contractors, subrecipients and other funding and development partners may undertake, or commit or expend Grant Funds or local funds for, project activities (other than for planning, management, development and administration activities), unless a contract requiring those activities was already executed prior to the Letter of Invitation, until one of the following occurs: (i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds; (ii) the Responsible Entity has determined and documented in its environmental review record that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or (iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.

D. Following completion of the environmental review process, the Grantee (recipient) shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.

E. The Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR part 5, subpart A, including all applicable fair housing, and civil rights requirements. If the Grantee is a Tribe or a Tribally Designated Housing Entity (TDHE) as established under 24 CFR 1000.206, the Grantee must comply with the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a). The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

F. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the Grantee after those amendment become effective.

G. The Grantee must comply with the Award Term in Appendix A to 2 CFR part 25 ("System for Award Management and Universal Identifier Requirements") and the Award Term in Appendix A to 2 CFR part 170 ("Reporting Subawards and Executive Compensation"), which are hereby incorporated into and made part of this Grant Agreement.

H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than \$500,000, the Grantee must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.

I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must include in its award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR part 87 and for disclosure using Standard Form- LLL (SF-LLL), "Disclosure of Lobbying Activities." In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR part 87. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

J. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR part 2429, which adopts the governmentwide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

K. The Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance

L. If Grant Funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead- based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead- based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3

accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

O. The Grantee must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

P. The Grantee must administer its Grant Funds in accordance with the Conflict of Interest requirements set forth in Appendix 6 of this Grant Agreement.

Q. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.

R. The Grantee must comply with the award term and condition regarding trafficking in persons in Appendix 7 of this Grant Agreement.

S. The assurances and certifications the Grantee has made and submitted to HUD are incorporated by this reference and made part of this Grant Agreement.

ARTICLE V. Drawdown Requirements

A. The Grantee may not draw down Grant Funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.

B. The Grantee must use HUD's Disaster Recovery Grant Reporting (DRGR) system to draw down Grant Funds and report to HUD on activities.

C. The Grantee must enter activity and budget information in DRGR that is consistent with the Project and Approved Budget as described in Article III, sections A and B of this Grant Agreement and complies with HUD's instructions for entering information in DRGR found in

the document titled “Grant Award Instructions” that accompanies the Grant Agreement. The Grantee must only enter activities in DRGR that are described in the Approved Budget.

D. The Grantee must expend all Grant Funds in accordance with the activity and budget information in DRGR.

E. Each drawdown of Grant Funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.

F. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article VI of this Grant Agreement. The Grantee must expend program income before drawing down Grant Funds through DRGR.

G. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any Grant Funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the grantee is advised to make its final request for payment under the grant no later than September 15, 2030.

ARTICLE VI. Program-Specific Reporting Requirements

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives of the Project as described in Article III, section A of this Grant Agreement; the reasons why established goals were not met, if appropriate; and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>).

D. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.

E. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.

F. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311(c), 200.313(e), and 200.314(a).

ARTICLE VII. Project Closeout

A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement.

B. The Grantee must submit to HUD a written request to closeout the grant no later than 30 calendar days after the Grantee has drawn down all Grant Funds and completed the Project as described in Article III, section A of this Grant Agreement. HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.

C. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.

D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with Grant Funds. E. No

1. A Certification of Project Completion.
2. A Grant Closeout Agreement.
3. A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability requirements of 2 CFR part 200, subpart E); a certification of the costs; and the amounts and sources of other project funds.

4. A final performance report providing a comparison of actual accomplishments with the objectives of the Project as described in Article III, section A of this Grant Agreement, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.
5. A final property report, if specifically requested by HUD at the time of closeout.

ARTICLE VIII. Default

A default under this Grant Agreement shall consist of any use of Grant Funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the Federal government or the Grantee by any third party.

ARTICLE IX. HUD Contact Information

Except where this Grant Agreement specifically states otherwise, all requests, submissions, and reports the Grantee is required to make to HUD under this Grant Agreement must be made in writing via email to CPFGGrants@hud.gov.

This agreement is hereby executed on behalf of the Grantee and HUD as follows:

GRANTEE

(Name of Organization)

BY: _____
(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

HUD

BY: _____
Robin J. Keegan,
Deputy Assistant Secretary for Economic Development

(Date)

APPENDIX 1 – Project Narrative

APPENDIX 2 – Approved Budget

APPENDIX 3 – Grantee’s Indirect Cost Rate Information

Subject to the applicable requirements in 2 CFR part 200 (including its appendices), the Grantee will use an indirect cost rate as represented by the Grantee below:

- ? The Grantee will not use an indirect cost rate to charge its indirect costs to the grant.
- ? The Grantee will use the indirect cost rate(s) identified in the table below to charge its indirect costs to the grant.

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base
_____	_____ %	_____
_____	_____ %	_____

[PLEASE NOTE: The grantee must check one of the two boxes above. If the second box is checked, the corresponding table must be filled out as described below.

The table must include each indirect cost rate that will be used to calculate the Grantee’s indirect costs under the grant. The table must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR 200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR 200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.]

APPENDIX 4 – Award Term and Condition for Grantee Integrity and Performance Matters

Reporting of Matters Related to Grantee Integrity and Performance

1. General Reporting Requirement

If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time the Grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which Grantee Must Report

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

- (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and
- (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. The Grantee does not need to submit the information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under Federal procurement contracts that the Grantee was awarded.

4. Reporting Frequency

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. If the Grantee has Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, the Grantee must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

- (1) Only the Federal share of the funding under any Federal award with a cost share or match requirement; and

- (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

APPENDIX 5 – Specific Award Conditions
NONE.

APPENDIX 6 – Conflict of Interest Requirements

1. *Conflicts Subject to Procurement Regulations.* When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.

2. *General prohibition.* No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

3. *Exceptions.* HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee's project, taking into account the cumulative effects of the factors in paragraph (v).

4. *Threshold requirements for exceptions.* HUD will consider an exception only after the Grantee has provided the following documentation:

- a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and
- b. An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

5. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

- a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- b. Whether an opportunity was provided for open competitive bidding or negotiation;
- c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception

will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

d. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;

e. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);

f. Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

g. Any other relevant considerations.

6. *Disclosure of potential conflicts of interest.* The Grantee must disclose in writing to HUD any potential conflict of interest.

APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons

The following award term and condition, which is required by 2 CFR part 175, applies as written:

a. Provisions applicable to a grantee that is a private entity.

1. You as the grantee, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

b. Provision applicable to a grantee other than a private entity.

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

c. Provisions applicable to any grantee.

- 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
- 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
- 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

- 1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- 2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity”:

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).



City Council Action Request

7.J.

Meeting Date	10/4/2023				
Department	Public Works				
Agenda Category	Action Item				
Title	MN Highway Freight Grant				
Staff Recommendation	Adopt Resolution 2023-129 supporting the City's Minnesota Highway Freight Program application for the County Road 19A/100th Street Realignment Project.				
Budget Implication	n/a				
Attachments	<table><tr><td>1.</td><td>Minnesota Highway Freight Grant Memo 2023-9-26</td></tr><tr><td>2.</td><td>SW Arterial MNHFP - Resolution</td></tr></table>	1.	Minnesota Highway Freight Grant Memo 2023-9-26	2.	SW Arterial MNHFP - Resolution
1.	Minnesota Highway Freight Grant Memo 2023-9-26				
2.	SW Arterial MNHFP - Resolution				



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

From: Ryan Burfeind, Public Works Director

Date: September 26, 2023

Re: County Road 19A/100th Street Realignment – Minnesota Highway Freight Program Application

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

While preliminary design work is nearly complete by the County, final design, right-of-way acquisition, and construction costs are not fully funded at this point. The City and County are working to obtain funding through multiple sources including State and Federal grants, and State Bonding. To date, \$7 million has been secured through the federal PROTECT program. There are currently two pending grant applications at the federal level, a \$25 million Rural Surface Transportation Grant and a \$3 million Community Project Funding grant.

Staff are currently working on an application to the Minnesota Highway Freight Program. This program has \$64.8 million of funding available to improve freight safety and mobility in Minnesota. The City is proposing to apply for \$5 million in funding, which would need to be spent by 2028. This timeframe works well with our CIP, which shows construction in 2026 and 2027. A resolution has been drafted to support this City's funding application.

Recommendation

It is recommended that the City Council adopt resolution 2023-129 supporting the City's Minnesota Highway Freight Program application for the County Road 19A/100th Street Realignment Project.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2023-129

A RESOLUTION AUTHORIZING THE CITY TO APPLY FOR GRANT FUNDING FROM
THE MINNESOTA HIGHWAY FREIGHT PROGRAM FOR THE SOUTHWEST
ARTERIAL ROADWAY PROJECT

WHEREAS, the Minnesota Department recently announced the availability of \$64.8 million through the Minnesota Highway Freight Program to fund infrastructure projects that improve safety, mobility, and meet the needs of the state's freight transportation system; and

WHEREAS, there has been unprecedented development in the Cottage Grove's Industrial Park in recent years, including expansions by NorthPoint, Renewal by Anderson, Capp Industries, and North Star Sheets which together have brought thousands of new jobs to Cottage Grove; and

WHEREAS, with such rapid growth, it has been a challenge for the City to replace aging infrastructure, address increasing traffic congestion, and improve safety all while encouraging and welcoming a robust period of diverse population growth and job growth; and

WHEREAS, the project area is a major source of truck freight, containing four of the Washington County's sources of major truck traffic; and

WHEREAS, a 2019 study conducted by Washington County (the "Study") documented a lack of roadways specifically serving an area of growing industrial and residential development near Jamaica Avenue and Trunk Highway 61, a pivotal intersection for the community and region; and

WHEREAS, the Study recommended the solution to the increased congestion and safety concerns is the construction of a new arterial roadway that would also require the realignment of the existing 100th Street and County Road 19A, and

WHEREAS, the Southwest Arterial Project will serve as the main transportation route to Trunk Highway 61 from this growing area of the community, will greatly reduce congestion, increase capacity, and relieve stress at the Jamaica Avenue and Trunk Highway 61 interchange; and

WHEREAS, the City is committed to financing the 20% required match and any additional unforeseen projects costs to deliver the project as proposed and on a schedule that meets Minnesota Highway Freight Program requirements; 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

execute the necessary documents to apply for a \$5 million grant from the Minnesota Highway Freight Program for the Southwest Arterial Project; and

BE IT FURTHER RESOLVED, that if awarded the City is committed to securing the required local contribution and meeting all major project milestones as required by the FY 2026-2028 Minnesota Highway Freight Program.

Passed this the 4th day of October 2023.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



City Council Action Request

7.K.

Meeting Date 10/4/2023

Department Parks and Recreation

Agenda Category Action Item

Title State of Minnesota's 50 Acre Acquisition of Property

Staff Recommendation Authorize Resolution 2023-119 supporting the acquisition of a 50-acre portion of the Gustafson property by the Minnesota Department of Natural Resources and inclusion in the Grey Cloud Dunes Scientific and Natural Area.

Budget Implication n/a

Attachments	1.	1-Memo - Supporting Resolution for Land Acquisition
	2.	2-Memo - Grey Cloud Dunes to City
	3.	3-Resolution Supporting Land Acquisition

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

From: Zac Dockter, Parks and Recreation Director

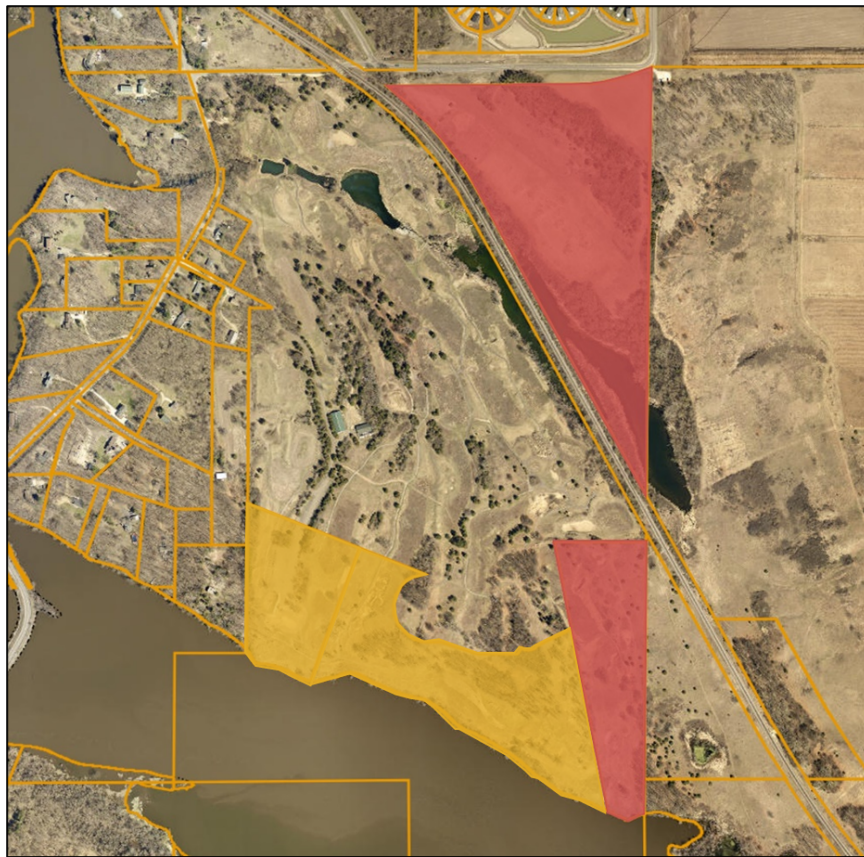
CC:

Date: September 14, 2023

Subject: Resolution Supporting State of Minnesota's 50-Acre Acquisition of Property for Expansion of the Grey Cloud Dunes Scientific and Natural Area

Introduction/Background

The City has received notice of the State of Minnesota's intent to purchase 50 acres from the Dunes, LLC for the intent of inclusion into the Grey Cloud Dunes Scientific and Natural Area (SNA). The map below shows the proposed land for purchase (red) and adjacent City-owned Mississippi Dunes Reserve (yellow). The current Grey Cloud SNA land is adjacent to the easterly border of the proposed purchase.



Staff Recommendation

Authorize resolution supporting the acquisition of a 50-acre portion of the Gustafson property by the Minnesota Department of Natural Resources and inclusion in the Grey Cloud Dunes Scientific and Natural Area.

Memo

Date: September 15, 2023

To: Zac Dockter, City of Cottage Grove

From: Bill Bleckwenn, Acquisition Coordinator, DNR Scientific and Natural Area Program

RE: City Council approval of DNR acquisition as an addition to Grey Cloud Dunes Scientific and Natural Area

Per the City's request, I am submitting this memorandum regarding the DNR's proposed addition to Grey Cloud Island SNA. I'm including a summary of information included in a presentation about the project that we have prepared.

The site contains several important native plant communities:

Present in proposed additions:

- Dry Barrens Prairie (Southern) (UPs13a)

Present in adjacent SNA:

- Pin Oak Bur Oak Woodland (FDs37b)

Within these plant communities, rare species of interest include broomrape, Henslow's sparrow, and three-awn grass.

Public uses that will be allowed in the addition are: nature observation, education, research, photography. The following activities may occur incidental to nature observation: hiking, cross-country skiing, and snow shoeing

Strategic Land Asset Management:

The DNR's Division of Lands and Minerals partners with the agency's land-managing divisions to complete important land transactions, including acquisitions, sales, and exchanges. The DNR uses the department's Strategic Land Asset Management (SLAM) Program in consultation with local government officials and conservation partners to:

- Prioritize, hold and manage lands that meet public recreation or conservation needs
- Exchange lands with partners to consolidate and reduce the number of isolated parcels
- Sell when they no longer meet conservation or recreation purposes and reinvest the income in acquiring better lands
- Purchase new lands from willing sellers that meet state land-management goals

At least 4 of 6 SLAM goals addressed (meets minimum)

- Close proximity to urban area
- Protects significant natural resources
- Possibly protects water resources
- Promotes landscape resiliency and carbon sequestration
- Improves access

PILT (Payment in Lieu of Taxes)

- State provides annual payments to County/taxing authority for State-owned lands.
- Typically based on appraisal, or comparable valuation
- Compensation is typically near real estate tax revenue

PILT payment for this acquisition would be based on .0075 x appraised valuation.

Annual payment: \$12,600.00

Requested action of the City Council:

Resolution of approval for acquisition of the addition to Grey Cloud Dunes SNA

Next steps:

- Washington County Board: Resolution of support for acquisition of the two additions to Grey Cloud Dunes SNA
- Election to Purchase
- Title review and other due diligence
- Closing

RESOLUTION NO. 2023-119

**RESOLUTION SUPPORTING ACQUISITION OF A 50-ACRE PORTION OF
THE GUSTAFSON PROPERTY BY THE MINNESOTA DNR AND INCLUSION
IN THE GREY CLOUD DUNES SCIENTIFIC AND NATURAL AREA.**

WHEREAS, the Minnesota Department of Natural Resources (Minnesota DNR) has established the Scientific and Natural Areas (SNA) Program to preserve Minnesota's natural heritage for scientific study and public understanding; and

WHEREAS, the Minnesota DNR has established the Grey Cloud Dunes SNA encompassing over 237 acres in the vicinity of 103rd Street to preserve the natural heritage of the area; and

WHEREAS, Dunes, LLC owns a 38-acre property (PIN 3002721140002) and a 12-acre property (PIN 3002721440003) adjacent to the Grey Cloud Dunes SNA; and

WHEREAS, the Minnesota DNR seeks to acquire the Dunes property for inclusion in the Grey Cloud Dunes SNA.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, supports the Minnesota DNR's acquisition of the Dunes LLC, Property for inclusion into the Grey Cloud Dunes SNA.

Passed this 4th day of October 2023.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



City Council Action Request

7.L.

Meeting Date 10/4/2023

Department Public Works

Agenda Category Action Item

Title Hamlet Park Phase 3 Project - Final Payment

Staff Recommendation Adopt Resolution 2023-127, approving the final payment for the Hamlet Park Phase 3 Project to Miller Excavating Inc. in the amount of \$81,769.11.

Budget Implication \$81,769.11 - Park Improvements Fund

Attachments

1.	Hamlet Park Phase 3 Final Payment Letter
2.	Hamlet Park Phase 3 Final Payment Resolution



Real People. Real Solutions.

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

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

September 15, 2023

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

RE: Contractor's Pay Request No. 6 and Final
Hamlet Park 3rd

Dear Mrs. Meyer:

Attached is the signed copy of the Contractors Pay Request No. 6 and Final for Hamlet Park 3rd. Also included are the IC 134 forms and Lien Waivers as submitted by the Contractor. The Contractor for this project is Miller Excavating.

REVIEW OF PROJECT HISTORY

The contractor began this project in June of 2021 and the project was substantially completed in October of 2021. The contractor returned in the spring of 2022 and fall of 2023 to complete the remaining punch list work and restoration.

CONSTRUCTION COST OVERVIEW

As indicated on the final request for payment, the original contract amount was \$710,464.80. The final construction cost as shown is \$692,394.24, which is \$18,070.56 less than the contract amount.

RECOMMENDATION

Miller Excavating in accordance with the contract plans and specifications has satisfactorily completed the work. Therefore, it is recommended that final payment of \$81,769.11 be made and the City of Cottage Grove accept the project. After acceptance, please distribute all requests for payments as appropriate.

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

Sincerely,
Bolton & Menk, Inc.

Jamie Helling
Construction Project Representative

Date: 9/15/2023

CONTRACTOR'S PAY REQUEST

Hamlet Park Improvements Phase 3

City of Cottage Grove, MN

BMI Project No. 0N1.123010

Pay Request No. 6 and Final

For Period Ending: 9/5/2023

Original Contract Amount	\$710,464.80
Approved Change Orders	\$0.00
Revised Contract Amount	\$710,464.80
Completed Work to Date	\$692,394.24
Stored Materials on Hand	\$0.00
Sub-Total	\$692,394.24
Retained Percentage 0%	\$0.00
Deduction	\$0.00
Liquidated Damages	\$0.00
Total	\$692,394.24
Total Amount Paid on Previous Estimates	\$610,625.13
Amount Due Contractor This Pay Request	\$81,769.11

Certificate for Final Payment

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

Approved for Payment:

Miller Excavating, Inc.

3741 Stagecoach Trail N.

Stillwater, MN 55003

Signature

Date

Name and Title

Checked and Approved as to

Quantities and Amount:

Bolton & Menk, Inc.

3507 High Point Drive North Bldg. 1 Suite E130

Oakdale, MN 55128

Signature

Date

Name and Title

Approved for Payment:

City of Cottage Grove

Name

Title

Date

Pay Estimate No. 6 and Final

HAMLET PARK IMPROVEMENTS PHASE 3
CITY OF COTTAGE GROVE, MN
BMI PROJECT NO. 0N1.123010
WORK COMPLETED THROUGH , SEPTEMBER, 5 2023

ITEM NO	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE	
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
	BASE BID							
1	MOBILIZATION	\$28,600.00	1.00 LS	\$28,600.00	1.00 LS	\$28,600.00	1.00 LS	\$28,600.00
2	TRAFFIC CONTROL	\$1,729.65	1.00 LS	\$1,729.65	0.00 LS	\$0.00	0.00 LS	\$0.00
3	EROSION CONTROL SUPERVISOR	\$1,123.35	1.00 LS	\$1,123.35	0.50 LS	\$561.68	1.00 LS	\$1,123.35
4	TEMPORARY ROCK CONSTRUCTION ENTRANCE	\$54.80	30.00 CY	\$1,644.00	16.68 CY	\$914.06	16.68 CY	\$914.06
5	STORM DRAIN INLET PROTECTION (ERO-10)	\$113.00	2.00 EA	\$226.00	0.00 EA	\$0.00	0.00 EA	\$0.00
6	STORM DRAIN INLET PROTECTION (ERO-9)	\$113.00	10.00 EA	\$1,130.00	10.00 EA	\$1,130.00	10.00 EA	\$1,130.00
7	SILT FENCE, TYPE MACHINE SLICED	\$2.00	1700.00 LF	\$3,400.00	1,469.00 LF	\$2,938.00	1,469.00 LF	\$2,938.00
8	WATER FOR DUST CONTROL	\$34.80	50.00 MGAL	\$1,740.00	3.00 MGAL	\$104.40	3.00 MGAL	\$104.40
9	SKIDSTEER (BOBCAT) WITH OPERATOR	\$125.90	10.00 HR	\$1,259.00	17.79 HR	\$2,239.76	17.79 HR	\$2,239.76
10	STREET SWEEPER WITH OPERATOR	\$136.95	10.00 HR	\$1,369.50	0.00 HR	\$0.00	0.00 HR	\$0.00
11	TEMPORARY HYDRAULIC MATRIX	\$16,167.50	0.06 AC	\$970.05	0.00 AC	\$0.00	0.00 AC	\$0.00
12	SALVAGE FENCE AND RESINSTALL	\$2.20	25.00 LF	\$55.00	0.00 LF	\$0.00	0.00 LF	\$0.00
13	REMOVE FENCE	\$2.15	20.00 LF	\$43.00	20.00 LF	\$43.00	20.00 LF	\$43.00
14	REMOVE CONCRETE CURB AND GUTTER	\$5.25	40.00 LF	\$210.00	24.90 LF	\$130.73	24.90 LF	\$130.73
15	REMOVE CONCRETE SIDEWALK	\$0.80	50.00 SF	\$40.00	69.50 SF	\$55.60	69.50 SF	\$55.60
16	SAWING BITUMINOUS PAVEMENT (FULL DEPTH) - STREET	\$1.45	90.00 LF	\$130.50	97.60 LF	\$141.52	97.60 LF	\$141.52
17	SAWING BITUMINOUS PAVEMENT (FULL DEPTH) - TRAIL	\$1.45	10.00 LF	\$14.50	24.00 LF	\$34.80	24.00 LF	\$34.80
18	REMOVE BITUMINOUS PAVEMENT - STREET	\$3.55	350.00 SY	\$1,242.50	250.60 SY	\$889.63	250.60 SY	\$889.63
19	UNDERGROUND WIRE 1 C/1 AWG	\$4.00	1260.00 LF	\$5,040.00	0.00 LF	\$0.00	0.00 LF	\$0.00
20	UNDERGROUND WIRE 1 C/4 AWG	\$2.40	810.00 LF	\$1,944.00	870.00 LF	\$2,088.00	870.00 LF	\$2,088.00
21	UNDERGROUND WIRE 1 C/6 AWG	\$1.95	2360.00 LF	\$4,602.00	3,018.00 LF	\$5,885.10	3,018.00 LF	\$5,885.10
22	UNDERGROUND WIRE 1 C/10 AWG	\$1.10	400.00 LF	\$440.00	426.00 LF	\$468.60	426.00 LF	\$468.60
23	UNDERGROUND WIRE 1 NO 4 GROUND	\$2.40	420.00 LF	\$1,008.00	0.00 LF	\$0.00	0.00 LF	\$0.00
24	UNDERGROUND WIRE 1 NO 6 GROUND	\$1.95	1140.00 LF	\$2,223.00	1,296.00 LF	\$2,527.20	1,296.00 LF	\$2,527.20
25	UNDERGROUND WIRE 1 NO 10 GROUND	\$1.10	130.00 LF	\$143.00	142.00 LF	\$156.20	142.00 LF	\$156.20
26	3/4" NON-METALLIC CONDUIT	\$1.85	130.00 LF	\$240.50	115.00 LF	\$212.75	115.00 LF	\$212.75
27	1.5" NON-METALLIC CONDUIT	\$3.25	1570.00 LF	\$5,102.50	1,545.00 LF	\$5,021.25	1,545.00 LF	\$5,021.25
28	2" NON-METALLIC CONDUIT	\$4.00	420.00 LF	\$1,680.00	65.00 LF	\$260.00	65.00 LF	\$260.00
29	CONNECT TO EXISTING FEED POINT (BUILDING)	\$540.50	1.00 EA	\$540.50	0.00 EA	\$0.00	0.00 EA	\$0.00
30	SERVICE CABINET	\$5,621.30	1.00 EA	\$5,621.30	1.00 EA	\$5,621.30	1.00 EA	\$5,621.30
31	EQUIPMENT PAD	\$972.90	1.00 EA	\$972.90	1.00 EA	\$972.90	1.00 EA	\$972.90
32	HANDHOLES	\$1,081.00	3.00 EA	\$3,243.00	3.00 EA	\$3,243.00	3.00 EA	\$3,243.00
33	HANDHOLES- SPECIAL	\$1,621.55	2.00 EA	\$3,243.10	0.00 EA	\$0.00	0.00 EA	\$0.00
34	HOLOPHANE SINGLE MGLEMD LUMINARE POLE	\$648.60	7.00 EA	\$4,540.20	7.00 EA	\$4,540.20	7.00 EA	\$4,540.20
35	HOLOPHANE DOUBLE MGLED LUMINARE POLE	\$972.90	2.00 EA	\$1,945.80	2.00 EA	\$1,945.80	2.00 EA	\$1,945.80
36	LIGHT BASE TYPE E (LGT-4)	\$1,059.40	4.00 EA	\$4,237.60	4.00 EA	\$4,237.60	4.00 EA	\$4,237.60
37	LIGHT BASE TYPE Z (A)	\$1,059.40	2.00 EA	\$2,118.80	2.00 EA	\$2,118.80	2.00 EA	\$2,118.80
38	LIGHT BASE TYPE X (B)	\$1,135.05	3.00 EA	\$3,405.15	3.00 EA	\$3,405.15	3.00 EA	\$3,405.15
39	ADJUST MANHOLE CASTING	\$266.45	4.00 EA	\$1,065.80	4.00 EA	\$1,065.80	4.00 EA	\$1,065.80
40	ADJUST CATCH BASIN CASTING	\$266.45	10.00 EA	\$2,664.50	10.00 EA	\$2,664.50	10.00 EA	\$2,664.50
41	CLEARING AND GRUBBING	\$1,383.70	1.00 LS	\$1,383.70	1.00 LS	\$1,383.70	1.00 LS	\$1,383.70
42	AGGREGATE BACKFILL - STREET	\$12.50	1350.00 TN	\$16,875.00	0.00 TN	\$0.00	0.00 TN	\$0.00
43	AGGREGATE BACKFILL - TRAIL	\$12.50	120.00 TN	\$1,500.00	0.00 TN	\$0.00	0.00 TN	\$0.00
44	STRIP EXISTING GRAVEL BASE	\$0.30	7350.00 SY	\$2,205.00	7,350.00 SY	\$2,205.00	7,350.00 SY	\$2,205.00
45	SALVAGE AND RESPREAD EXISTING GRAVEL BASE - 3"-6" (LV)	\$5.25	860.00 CY	\$4,515.00	860.00 CY	\$4,515.00	860.00 CY	\$4,515.00
46	SALVAGE AND RESPREAD STOCKPILED AGGREGATE BASE - STREET (LV)	\$5.25	1715.00 CY	\$9,003.75	1,715.00 CY	\$9,003.75	1,715.00 CY	\$9,003.75
47	SALVAGE AND RESPREAD STOCKPILED AGGREGATE BASE - TRAIL OR WALK (LV)	\$7.20	195.00 CY	\$1,404.00	195.00 CY	\$1,404.00	195.00 CY	\$1,404.00
48	SALVAGE AND STOCKPILE EXCESS AGGREGATE BASE	\$5.25	50.00 CY	\$262.50	50.00 CY	\$262.50	50.00 CY	\$262.50
49	COMMON EMBANKMENT (CV)	\$22.55	7.00 CY	\$157.85	0.00 CY	\$0.00	0.00 CY	\$0.00
50	EXCAVATION - COMMON (EV) (P) - STREET	\$5.05	468.00 CY	\$2,363.40	468.00 CY	\$2,363.40	468.00 CY	\$2,363.40

Pay Estimate No. 6 and Final

HAMLET PARK IMPROVEMENTS PHASE 3

CITY OF COTTAGE GROVE, MN

BMI PROJECT NO. 0N1.123010

WORK COMPLETED THROUGH , SEPTEMBER, 5 2023

ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE	
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
51	EXCAVATION - COMMON (EV) (P) - TRAIL OR WALK	\$7.90	1802.00 CY	\$14,235.80	1,802.00 CY	\$14,235.80	1,802.00 CY	\$14,235.80
52	EXCAVATION - SUBGRADE (EV) - STREET	\$7.30	600.00 CY	\$4,380.00	0.00 CY	\$0.00	0.00 CY	\$0.00
53	EXCAVATION - SUBGRADE (EV) - TRAIL OR WALK	\$21.35	45.00 CY	\$960.75	0.00 CY	\$0.00	0.00 CY	\$0.00
54	SUBGRADE PREPARATION - STREET	\$0.30	6700.00 SY	\$2,010.00	6,700.00 SY	\$2,010.00	6,700.00 SY	\$2,010.00
55	SUBGRADE PREPARATION - TRAIL OR WALK	\$1.65	780.00 SY	\$1,287.00	780.00 SY	\$1,287.00	780.00 SY	\$1,287.00
56	AGGREGATE BASE, VIRGIN CLASS 5 - STREET	\$16.10	400.00 TN	\$6,440.00	0.00 TN	\$0.00	0.00 TN	\$0.00
57	AGGREGATE BASE, VIRGIN CLASS 5 - TRAIL	\$17.00	100.00 TN	\$1,700.00	0.00 TN	\$0.00	0.00 TN	\$0.00
58	FINISH GRADE - STREET	\$0.65	6040.00 SY	\$3,926.00	6,040.00 SY	\$3,926.00	6,040.00 SY	\$3,926.00
59	FINISH GRADE - TRAIL OR WALK	\$1.30	590.00 SY	\$767.00	590.00 SY	\$767.00	590.00 SY	\$767.00
60	BITUMINOUS INCENTIVE	\$1,600.00	1.00 LS	\$1,600.00	0.00 LS	\$0.00	0.00 LS	\$0.00
61	BITUMINOUS MATERIAL FOR TACK	\$2.15	460.00 GAL	\$989.00	336.00 GAL	\$722.40	336.00 GAL	\$722.40
62	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C) TRAIL	\$101.60	100.00 TN	\$10,160.00	100.00 TN	\$10,160.00	100.00 TN	\$10,160.00
63	TYPE SP 9.5 WEARING COURSE MIXTURE (SPWEA330F) - SPECIAL	\$86.50	580.00 TN	\$50,170.00	522.51 TN	\$45,197.12	522.51 TN	\$45,197.12
64	TYPE SP 9.5 WEARING COURSE MIXTURE (SPWEA330F)	\$75.65	750.00 TN	\$56,737.50	600.54 TN	\$45,430.85	600.54 TN	\$45,430.85
65	TYPE SP 9.5 WEARING COURSE MIXTURE (3,B)	\$113.50	60.00 TN	\$6,810.00	72.59 TN	\$8,238.97	72.59 TN	\$8,238.97
66	CONCRETE CURB AND GUTTER DESIGN B618	\$16.95	2960.00 LF	\$50,172.00	2,790.00 LF	\$47,290.50	2,790.00 LF	\$47,290.50
67	12" SOLID LINE WHITE - CROSSWALK PAINT	\$0.80	400.00 LF	\$320.00	208.00 LF	\$166.40	208.00 LF	\$166.40
68	4" SOLID LINE WHITE - PAINT	\$0.65	4700.00 LF	\$3,055.00	3,830.00 LF	\$2,489.50	3,830.00 LF	\$2,489.50
69	PAVEMENT SYMBOL	\$81.10	5.00 EA	\$405.50	8.00 EA	\$648.80	8.00 EA	\$648.80
70	MONUMENT CONCRETE FOUNDATION	\$21.60	30.00 SF	\$648.00	30.00 SF	\$648.00	30.00 SF	\$648.00
71	IRRIGATION SYSTEM	\$18,555.60	1.00 LS	\$18,555.60	0.50 LS	\$9,277.80	1.00 LS	\$18,555.60
72	LOAM TOPSOIL BORROW (LV)	\$40.30	70.00 CY	\$2,821.00	347.05 CY	\$13,986.12	694.10 CY	\$27,972.23
73	SEED, FERTILIZER AND HYDRAULIC MULCH MATRIX	\$5.90	320.00 SY	\$1,888.00	3,605.00 SY	\$21,269.50	7,210.00 SY	\$42,539.00
74	APPLICATION OF WATER FOR TURF ESTABLISHMENT	\$34.80	50.00 MGAL	\$1,740.00	0.00 MGAL	\$0.00	0.00 MGAL	\$0.00
75	CONIFEROUS TREE 6' HT B&B	\$390.05	3.00 TREE	\$1,170.15	2.70 TREE	\$1,053.14	3.00 TREE	\$1,170.15
76	DECIDUOUS TREE 2.5" CAL B&B	\$551.65	32.00 TREE	\$17,652.80	31.68 TREE	\$17,476.27	32.00 TREE	\$17,652.80
77	6" CONCRETE SIDEWALK	\$58.75	135.00 SY	\$7,931.25	135.30 SY	\$7,948.88	135.30 SY	\$7,948.88
78	6" CONCRETE PEDESTRIAN CURB RAMP	\$10.25	950.00 SF	\$9,737.50	930.00 SF	\$9,532.50	930.00 SF	\$9,532.50
79	TRUNCATED DOME PANELS	\$54.05	90.00 SF	\$4,864.50	160.00 SF	\$8,648.00	160.00 SF	\$8,648.00
80	CONCRETE VALLEY GUTTER	\$81.10	110.00 SY	\$8,921.00	93.41 SY	\$7,575.55	93.41 SY	\$7,575.55
81	2' X 3' CB, INCL R-3067-V/VB CSTG AND HDPE ADJ RINGS (STO-7)	\$592.55	13.00 LF	\$7,703.15	11.36 LF	\$6,731.37	11.36 LF	\$6,731.37
82	4' DIA. STORM SEWER MH, INCL R-1642 CSTG AND HDPE ADJ RINGS	\$495.30	19.00 LF	\$9,410.70	18.74 LF	\$9,281.92	18.74 LF	\$9,281.92
83	4' DIA. STORM SEWER CBMH, INCL R-3067-V CSTG AND HDPE ADJ RINGS	\$633.90	20.00 LF	\$12,678.00	18.49 LF	\$11,720.81	18.49 LF	\$11,720.81
84	5' DIA. STORM SEWER MH, INCL R-1642 CSTG AND HDPE ADJ RINGS	\$585.95	8.00 LF	\$4,687.60	6.43 LF	\$3,767.66	6.43 LF	\$3,767.66
85	5' DIA. STORM SEWER CBMH, INCL R-3067-V CSTG AND HDPE ADJ RINGS	\$654.80	24.00 LF	\$15,715.20	22.84 LF	\$14,955.63	22.84 LF	\$14,955.63
86	4' DIA. STORM SEWER CBMH, INCL R-4342 CSTG, HDPE ADJ RINGS, AND CONCRETE FRAME	\$762.75	8.00 LF	\$6,102.00	7.89 LF	\$6,018.10	7.89 LF	\$6,018.10
87	STORM SEWER PIPE, 12" RCP, CLASS 5	\$38.20	221.00 LF	\$8,442.20	200.00 LF	\$7,640.00	200.00 LF	\$7,640.00
88	STORM SEWER PIPE, 15" RCP, CLASS 5	\$42.00	155.00 LF	\$6,510.00	186.00 LF	\$7,812.00	186.00 LF	\$7,812.00
89	STORM SEWER PIPE, 18" RCP, CLASS 5	\$44.80	303.00 LF	\$13,574.40	303.00 LF	\$13,574.40	303.00 LF	\$13,574.40
90	STORM SEWER PIPE, 24" RCP, CLASS 2	\$59.60	103.00 LF	\$6,138.80	103.00 LF	\$6,138.80	103.00 LF	\$6,138.80
91	STORM SEWER PIPE, 27" RCP, CLASS 2	\$73.45	284.00 LF	\$20,859.80	284.00 LF	\$20,859.80	284.00 LF	\$20,859.80
92	STORM SEWER PIPE, 30" RCP, CLASS 2	\$81.30	31.00 LF	\$2,520.30	25.00 LF	\$2,032.50	25.00 LF	\$2,032.50
93	30" RCP FES APRON, INCL TRASH GUARD	\$2,828.40	1.00 EA	\$2,828.40	1.00 EA	\$2,828.40	1.00 EA	\$2,828.40
94	RANDOM RIPRAP CLASS III	\$149.50	25.00 CY	\$3,737.50	28.54 CY	\$4,266.73	28.54 CY	\$4,266.73
95	TELEVIEW STORM SEWER	\$3.85	1097.00 LF	\$4,223.45	0.00 LF	\$0.00	1,101.90 LF	\$4,242.32
96	PERMENANT BARRICADES	\$486.45	4.00 EA	\$1,945.80	4.00 EA	\$1,945.80	4.00 EA	\$1,945.80
97	SIGN PANELS TYPE C	\$38.90	85.50 SF	\$3,325.95	64.00 SF	\$2,489.60	64.00 SF	\$2,489.60
98	4" PERFORATED PVC DRAIN TILE, SDR 26	\$21.80	160.00 LF	\$3,488.00	40.00 LF	\$872.00	40.00 LF	\$872.00
99	CONNECT EXISTING DRAINTILE TO NEW STRUCTURE	\$364.60	1.00 EA	\$364.60	0.00 EA	\$0.00	0.00 EA	\$0.00
100	CONNECT DRAIN TILE TO EXISTING STRUCTURE	\$1,507.95	6.00 EA	\$9,047.70	0.00 EA	\$0.00	0.00 EA	\$0.00
	TOTAL BASE BID			\$575,977.80		\$508,276.30		\$557,907.24

Pay Estimate No. 6 and Final

HAMLET PARK IMPROVEMENTS PHASE 3
CITY OF COTTAGE GROVE, MN
BMI PROJECT NO. 0N1.123010
WORK COMPLETED THROUGH , SEPTEMBER, 5 2023

ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE	
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
	ALTERNATE 1 - PARK SHELTER CONSTRUCTION							
101	PARK SHELTER, INCLUDING CONCRETE FOUNDATION	\$67,243.50	2.00 EA	\$134,487.00	2.00 EA	\$134,487.00	2.00 EA	\$134,487.00
	TOTAL ALTERNATE 1			\$134,487.00		\$134,487.00		\$134,487.00
	TOTAL BASE BID + ALTERNATE 1:			\$710,464.80		\$642,763.30		\$692,394.24



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-340-039-264
Submitted Date and Time:	14-Sep-2023 9:26:19 AM
Legal Name:	MILLER EXCAVATING INC
Federal Employer ID:	41-0951547
User Who Submitted:	pmillerexc
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	898453504
Minnesota ID:	9363164
Project Owner:	CITY OF COTTAGE GROVE
Project Number:	221186
Project Begin Date:	14-Jun-2021
Project End Date:	07-Sep-2023
Project Location:	HAMLET PARK PH 3
Project Amount:	\$692,394.24

Subcontractor Summary

Name	ID	Affidavit Number
GREAT NORTHERN LANDSCAPES	1860071	1192513536
KILLMER ELECTRIC	6718331	833310720
MCNAMRA CONTRACTING	1525665	1129205760
NORTHLAND RECREATION	1497082	1938460672
SIR LINES A LOT	3509324	344363008
STAPF CONCRETE	6036685	1791119360
WARNING LITES OF MINNESOTA	3086922	87461888

Important Messages

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Contact Us

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Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-695-375-456
Submitted Date and Time:	2-Feb-2023 10:00:50 AM
Legal Name:	GREAT NORTHERN LANDSCAPES INC
Federal Employer ID:	41-1799544
User Who Submitted:	Chester*1
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1192513536
Minnesota ID:	1860071
Project Owner:	CITY OF COTTAGE GROVE
Project Number:	221186 HAMLET PARK PH 3
Project Begin Date:	13-Sep-2021
Project End Date:	29-Oct-2021
Project Location:	COTTAGE GROVE
Project Amount:	\$33,931.52
Subcontractors:	No Subcontractors

Important Messages

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Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-353-061-984
Submitted Date and Time:	13-Sep-2023 9:44:05 AM
Legal Name:	KILLMER ELECTRIC CO INC
Federal Employer ID:	41-1250710
User Who Submitted:	cresner
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	833310720
Minnesota ID:	6718331
Project Owner:	CITY OF COTTAGE GROVE
Project Number:	221186
Project Begin Date:	14-Jul-2021
Project End Date:	10-Feb-2022
Project Location:	COTTAGE GROVE, MN
Project Amount:	\$43,688.20
Subcontractors:	No Subcontractors

Important Messages

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Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-531-811-424
Submitted Date and Time:	13-Sep-2023 11:02:02 AM
Legal Name:	MCNAMARA CONTRACTING INC
Federal Employer ID:	41-1709106
User Who Submitted:	bjbalfe
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1129205760
Minnesota ID:	1525665
Project Owner:	CITY OF COTTAGE GROVE
Project Number:	21039
Project Begin Date:	12-Aug-2021
Project End Date:	25-Sep-2021
Project Location:	HAMLET PARK PH 3
Project Amount:	\$103,032.55
Subcontractors:	No Subcontractors

Important Messages

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Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-368-321-952
Submitted Date and Time:	20-Jun-2022 11:04:42 AM
Legal Name:	NORTHLAND RECREATION, LLC
Federal Employer ID:	27-1873292
User Who Submitted:	northlandrec
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1938460672
Minnesota ID:	1497082
Project Owner:	CITY OF COTTAGE GROVE
Project Number:	221186 HAMLET PARK PH 3
Project Begin Date:	06-May-2021
Project End Date:	13-Sep-2021
Project Location:	COTTAGE GROVE MN 55016
Project Amount:	\$96,551.99
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.

Please [print this page](#) for your records using the print or save functionality built into your browser.



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	2-059-478-432
Submitted Date and Time:	21-Jun-2022 10:50:46 AM
Legal Name:	SIR LINES-A-LOT INC
Federal Employer ID:	46-5427787
User Who Submitted:	linesalot
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	344363008
Minnesota ID:	3509324
Project Owner:	CITY OF COTTAGE GROVE
Project Number:	2211861367
Project Begin Date:	01-Oct-2021
Project End Date:	31-Oct-2021
Project Location:	HAMLET PARK
Project Amount:	\$4,404.00
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

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Please [print this page](#) for your records using the print or save functionality built into your browser.



DEPARTMENT OF REVENUE

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	2-081-678-944
Submitted Date and Time:	13-Sep-2023 1:49:51 PM
Legal Name:	STAPF CONCRETE CONSTRUCTION INC
Federal Employer ID:	16-1615178
User Who Submitted:	6036685Lisa
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1791119360
Minnesota ID:	6036685
Project Owner:	CITY OF COTTAGE GROVE
Project Number:	221186
Project Begin Date:	26-Jul-2021
Project End Date:	06-Jun-2022
Project Location:	COTTAGE GROVE
Project Amount:	\$101,553.33
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

Please [print this page](#) for your records using the print or save functionality built into your browser.



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-671-106-464
Submitted Date and Time:	20-Jun-2022 10:46:25 AM
Legal Name:	WARNING LITES OF MINNESOTA INC
Federal Employer ID:	36-4762529
User Who Submitted:	jjjewels
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	87461888
Minnesota ID:	3086922
Project Owner:	CITY OF COTTAGE GROVE
Project Number:	ON1.123010/MILLER 221186
Project Begin Date:	28-Apr-2021
Project End Date:	11-Nov-2021
Project Location:	HAMELET PARK PHASE 3
Project Amount:	\$4,104.00
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.

Please [print this page](#) for your records using the print or save functionality built into your browser.

CONDITIONAL RECEIPT AND WAIVER OF MECHANICS' LIEN RIGHTS

Dated: 9/14/23

The undersigned hereby acknowledges upon receipt of payment, the sum of: \$81,769.11
Eighty One Thousand Seven Hundred Sixty Nine Dollars and 11/100

FROM: City of Cottage Grove

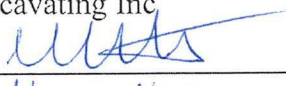
CHECK ONE OF THE FOLLOWING:

- 1.) _____ as partial payment for labor, skill, and material furnished.
- 2.) _____ as payment for all labor, skill, and material furnished or to be furnished
(except the sum of \$ for retainage)
- 3.) X as full and final payment for all labor, skill, and material furnished or to
be furnished to the following described real property;

Job No: 221186
Job Name: Hamlet Park Ph 3
SAP/SP:

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill, or material furnished to said real property (only for the amount paid if box 1 is checked, and except for retainage shown if box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

Miller Excavating Inc

Signed: 

Print: Mindy Hackett

Title: Accountant

CONDITIONAL RECEIPT AND WAIVER OF MECHANICS' LIEN RIGHTS

Dated: 2/2/23

The undersigned hereby acknowledges upon receipt of payment, the sum of: \$9,835.98
Nine Thousand Eight Hundred Thirty-Five Dollars and 98/100

FROM: Miller Excavating Inc

CHECK ONE OF THE FOLLOWING:

- 1.) _____ as partial payment for labor, skill, and material furnished.
- 2.) _____ as payment for all labor, skill, and material furnished or to be furnished
(except the sum of \$3,717.34 for retainage)
- 3.) X _____ as full and final payment for all labor, skill, and material furnished or to
be furnished to the following described real property;

Job No: 221186
Job Name: Hamlet Park Ph 3
SAP/SP:

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill, or material furnished to said real property (only for the amount paid if box 1 is checked, and except for retainage shown if box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

Great Northern Landscapes Inc

Signed: _____

Print: Todd Kleven

Title: President 2.2.23

Miller Excavating, Inc.

CONDITIONAL RECEIPT AND WAIVER OF MECHANICS' LIEN RIGHTS

Dated: 9/12/23

The undersigned hereby acknowledges upon receipt of payment, the sum of: \$2,184.41
Two Thousand One Hundred Eighty Four Dollars and 41/100

FROM: Miller Excavating Inc

CHECK ONE OF THE FOLLOWING:

- 1.) _____ as partial payment for labor, skill, and material furnished.
- 2.) _____ as payment for all labor, skill, and material furnished or to be furnished
(except the sum of \$ for retainage)
- 3.) X as full and final payment for all labor, skill, and material furnished or to
be furnished to the following described real property;

Job No: 221186

Job Name: Hamlet Park Ph 3

SAP/SP:

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill, or material furnished to said real property (only for the amount paid if box 1 is checked, and except for retainage shown if box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

Killmer Electric Inc

Signed: 

Print: Chris Resner

Title: CFO

Miller Excavating, Inc.

CONDITIONAL RECEIPT AND WAIVER OF MECHANICS' LIEN RIGHTS

Dated: 9/12/23

The undersigned hereby acknowledges upon receipt of payment, the sum of: \$5,151.63
Five Thousand One Hundred Fifty One Dollars and 63/100

FROM: Miller Excavating Inc

CHECK ONE OF THE FOLLOWING:

- 1.) _____ as partial payment for labor, skill, and material furnished.
- 2.) _____ as payment for all labor, skill, and material furnished or to be furnished
(except the sum of \$ for retainage)
- 3.) X as full and final payment for all labor, skill, and material furnished or to
be furnished to the following described real property;

Job No: 221186

Job Name: Hamlet Park Ph 3

SAP/SP:

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill, or material furnished to said real property (only for the amount paid if box 1 is checked, and except for retainage shown if box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

McNamara Contracting Inc

Signed: _____

Print: Barb Balfe

Title: A/R

CONDITIONAL RECEIPT AND WAIVER OF MECHANICS' LIEN RIGHTS

Dated: June 20, 2022

The undersigned hereby acknowledges receipt of the sum of: \$4,827.60
Four Thousand Eight Hundred Twenty-Seven Dollars and 60/100

FROM: Miller Excavating, Inc.

CHECK ONE OF THE FOLLOWING:

- 1.) _____ as partial payment for labor, skill, and material furnished.
- 2.) _____ as payment for all labor, skill, and material furnished or to be furnished
(except the sum of \$ _____ for retainage)
- 3.) X _____ as full and final payment for all labor, skill, and material furnished or to
be furnished to the following described real property;

Job No: 221186
Job Name: Hamlet Park Ph 3
Invoice:

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill, or material furnished to said real property (only for the amount paid if box 1 is checked, and except for retainage shown if box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

Northland Recreation

Signed: Sue Ayers

Print: SUE AYERS

Title: PROJECT MANAGER

Please return to:
Miller Excavating Inc.
Attn: Mindy Hackett
3741 Stagecoach Trail N
Stillwater, MN 55082
Email preferred:
mindy.hackett@millerexc.com

Miller Excavating, Inc.

CONDITIONAL RECEIPT AND WAIVER OF MECHANICS' LIEN RIGHTS

Dated: June 20, 2022

The undersigned hereby acknowledges receipt of the sum of: \$220.20
Two Hundred Twenty Dollars and 20/100

FROM: Miller Excavating, Inc.

CHECK ONE OF THE FOLLOWING:

- 1.) _____ as partial payment for labor, skill, and material furnished.
2.) _____ as payment for all labor, skill, and material furnished or to be furnished
(except the sum of \$ _____ for retainage)
3.) X as full and final payment for all labor, skill, and material furnished or to
be furnished to the following described real property;

Job No: 221186

Job Name: Hamlet Park Ph 3

Invoice:

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill, or material furnished to said real property (only for the amount paid if box 1 is checked, and except for retainage shown if box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

Sir Lines-A-Lot

Signed: Teresa Johnson

Print: Teresa Johnson

Title: Controller

Please return to:
Miller Excavating Inc.
Attn: Mindy Hackett
3741 Stagecoach Trail N
Stillwater, MN 55082
Email preferred:
mindy.hackett@millerexc.com

Miller Excavating, Inc.

CONDITIONAL RECEIPT AND WAIVER OF MECHANICS' LIEN RIGHTS

Dated: 9/12/23

The undersigned hereby acknowledges upon receipt of payment, the sum of: \$5,077.67
Five Thousand Seventy Seven Dollars and 67/100

FROM: Miller Excavating Inc

CHECK ONE OF THE FOLLOWING:

- 1.) _____ as partial payment for labor, skill, and material furnished.
- 2.) _____ as payment for all labor, skill, and material furnished or to be furnished
(except the sum of \$ for retainage)
- 3.) X as full and final payment for all labor, skill, and material furnished or to
be furnished to the following described real property;

Job No: 221186

Job Name: Hamlet Park Ph 3

SAP/SP:

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill, or material furnished to said real property (only for the amount paid if box 1 is checked, and except for retainage shown if box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

Stapf Concrete Construction Inc

Signed: David Stapf

Print: David Stapf

Title: President

Miller Excavating, Inc.

CONDITIONAL RECEIPT AND WAIVER OF MECHANICS' LIEN RIGHTS

Dated: June 20, 2022

The undersigned hereby acknowledges receipt of the sum of: \$205.20
Two Hundred Five Dollars and 20/100

FROM: Miller Excavating, Inc.

CHECK ONE OF THE FOLLOWING:

- 1.) _____ as partial payment for labor, skill, and material furnished.
- 2.) _____ as payment for all labor, skill, and material furnished or to be furnished
(except the sum of \$ _____ for retainage)
- 3.) X as full and final payment for all labor, skill, and material furnished or to
be furnished to the following described real property;

Job No: 221186
Job Name: Hamlet Park Ph 3
Invoice:

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill, or material furnished to said real property (only for the amount paid if box 1 is checked, and except for retainage shown if box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

**THIS WAIVER WILL BE EFFECTIVE
ONLY TO THE TOTAL DOLLAR AMOUNT
OF PAYMENTS ACTUALLY RECEIVED.**

Warning Lites of Minnesota

Signed:

Print:

Title:

Julie S. Johnson
Julie S. Johnson
Contract Administrator

Please return to:
Miller Excavating Inc.
Attn: Mindy Hackett
3741 Stagecoach Trail N
Stillwater, MN 55082
Email preferred:
mindy.hackett@millerexc.com

Miller Excavating, Inc.

CITY OF COTTAGE GROVE
CITY COUNCIL
RESOLUTION NO. 2023-127

**RESOLUTION APPROVING THE FINAL PAYMENT IN THE
AMOUNT OF \$81,769.11 TO MILLER EXCAVATING INC.
FOR THE HAMLET PARK PHASE 3 PROJECT**

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

WHEREAS, the original total contract amount was \$710,464.80; and

WHEREAS, the final construction cost as shown is \$692,394.24, which is \$18,070.56 less than the revised contract amount; and

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

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, that \$81,769.11 is paid to Miller Excavating Inc. for the final payment for the Hamlet Park Phase 3 Project.

Passed this 4th day of October, 2023.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



City Council Action Request

7.M.

Meeting Date 10/4/2023

Department Public Works

Agenda Category Action Item

Title 2023 Mill & Overlay Project - Final Payment

Staff Recommendation Adopt Resolution 2023-128 approving the final payment for the 2023 Mill and Overlay Project to Bituminous Roadways Inc. in the amount of \$27,322.28.

Budget Implication \$27,322.28 - Sealcoating Funds, Utility Funds

Attachments

1.	2023 Mill & Overlay Final Payment CC Memo
2.	2023 Mill & Overlay Final Payment Request
3.	2023 Mill & Overlay Final Payment Resolution

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

From: Amanda Meyer, PE, City Engineer
Jared Juth, Graduate Engineer

Date: October 4, 2023

Re: Final Payment for the 2023 Mill and Overlay Project

Background/Discussion

The 2023 Mill and Overlay Project has been completed in the Thompson Grove neighborhood. This project included the removal and replacement of the top layer of existing asphalt surface as well as concrete valley gutter replacement and minor utility adjustments. The contractor for this project was Bituminous Roadways Inc.

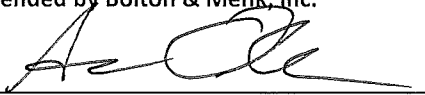
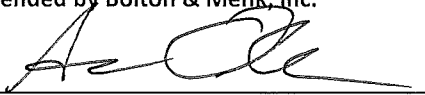
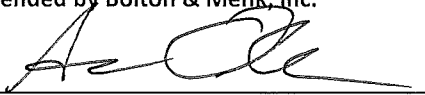
The contractor began this project in the beginning of June 2023 and was substantially complete by the end of June 2023. The contractor returned in late Summer of 2023 to complete the remaining punch list work. Bituminous Roadways Inc. has satisfactorily completed the work in accordance with the plans and specifications as well as submitted the necessary IC-134 forms and Lien Waivers.

The original contract amount was \$383,356.60. The final construction cost was \$329,580.88, which is \$53,775.72 lower than the original contract amount. This lower cost can be primarily attributed to less bituminous material being used. A signed copy of the Contractors Pay Request No. 2 and Final is attached to this memo.

Recommendation

It is recommended that the City Council adopt Resolution 2023-128 approving the final payment for the 2023 Mill and Overlay Project to Bituminous Roadways Inc. in the amount of \$27,322.28.

Contractor's Application for Payment

Owner: <u>City of Cottage Grove</u> Engineer: <u>Bolton & Menk, Inc.</u> Contractor: <u>Bituminous Roadways Inc.</u> Project: <u>2023 Mill and Overlay</u> Contract: _____	Owner's Project No.: _____ Engineer's Project No.: <u>ON1.128834</u> Agency's Project No.: _____																																				
Application No.: <u>2/FINAL</u> Application Date: <u>9/15/2023</u> Application Period: From <u>7/5/2023</u> to <u>9/15/2023</u>																																					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">1. Original Contract Price</td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 30%; text-align: right;">383,356.60</td> </tr> <tr> <td>2. Net change by Change Orders</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>3. Current Contract Price (Line 1 + Line 2)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">383,356.60</td> </tr> <tr> <td>4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">329,580.88</td> </tr> <tr> <td>5. Retainage</td> <td></td> <td></td> </tr> <tr> <td> a. _____ X \$ 329,580.88 Work Completed</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td> b. _____ X \$ - Stored Materials</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td> c. Total Retainage (Line 5.a + Line 5.b)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>6. Amount eligible to date (Line 4 - Line 5.c)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">329,580.88</td> </tr> <tr> <td>7. Less previous payments</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">302,258.60</td> </tr> <tr> <td>8. Amount due this application</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">27,322.28</td> </tr> <tr> <td>9. Balance to finish, including retainage (Line 3 - Line 4)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>		1. Original Contract Price	\$	383,356.60	2. Net change by Change Orders	\$	-	3. Current Contract Price (Line 1 + Line 2)	\$	383,356.60	4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	329,580.88	5. Retainage			a. _____ X \$ 329,580.88 Work Completed	\$	-	b. _____ X \$ - Stored Materials	\$	-	c. Total Retainage (Line 5.a + Line 5.b)	\$	-	6. Amount eligible to date (Line 4 - Line 5.c)	\$	329,580.88	7. Less previous payments	\$	302,258.60	8. Amount due this application	\$	27,322.28	9. Balance to finish, including retainage (Line 3 - Line 4)	\$	-
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8. Amount due this application	\$	27,322.28																																			
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	-																																			
Contractor's Certification The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective; and (4) The provisions of M. S. 290.92 have been complied with and that all claims against me by reason of the Contract have been paid or satisfactorily secured.																																					
Contractor: <u>Bituminous Roadways Inc.</u>																																					
Signature: <u>Kyle Kubes</u> Digitally signed by Kyle Kubes DN: cn=Kyle Kubes, o=Bituminous Roadways, Inc., ou=Engineering, email=kubes@brinc.com, c=US, Date: 2023.09.20 16:05:34 -0500	Date: <u>09/20/2023</u>																																				
Name: <u>KYLE KUBES</u>	Title: <u>PROJECT MANAGER</u>																																				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> Recommended by Bolton & Menk, Inc. By: <u></u> Name: <u>Andrew Olson</u> Title: <u>Project Engineer</u> Date: <u>9/20/2023</u> </td> <td style="width: 50%; vertical-align: top;"> Approved by City of Cottage Grove By: _____ Name: _____ Title: _____ Date: _____ </td> </tr> </table>		Recommended by Bolton & Menk, Inc. By: <u></u> Name: <u>Andrew Olson</u> Title: <u>Project Engineer</u> Date: <u>9/20/2023</u>	Approved by City of Cottage Grove By: _____ Name: _____ Title: _____ Date: _____																																		
Recommended by Bolton & Menk, Inc. By: <u></u> Name: <u>Andrew Olson</u> Title: <u>Project Engineer</u> Date: <u>9/20/2023</u>	Approved by City of Cottage Grove By: _____ Name: _____ Title: _____ Date: _____																																				

Progress Estimate - Unit Price Work

Owner:	City of Cottage Grove	Contractor's Application for Payment
Engineer:	Botton & Wenk, Inc.	Owner's Project No.: ONT.128834
Contractor:	Bituminous Roadways Inc.	Engineer's Project No.: ONT.128834
Project:	2023 Mill and Overlay	Agency's Project No.:
Contract:		

Application No.: 2 & FINAL Application Period: From 07/05/23 to 09/15/23 Application Date: 09/15/23

A	B	C	D	E	F	Previous Estimate		Work Completed		I	J	K	L
						F1	F2	G	H				
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)	Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (U / F) (%)	Balance to Finish (F - I) (\$)
BASE BID													
1	MOBILIZATION	1.00	LS	9,000.00	9,000.00	0.90	8,100.00	1.00	9,000.00		9,000.00	100%	-
2	TRAFFIC CONTROL	1.00	LS	2,400.00	2,400.00	0.90	2,160.00	1.00	2,400.00		2,400.00	100%	-
3	SAWING BITUMINOUS PAVEMENT - STREET	510.00	LF	2.50	1,275.00	510.00	1,275.00	510.00	1,275.00		1,275.00	100%	-
4	MILL BITUMINOUS PAVEMENT (2.0")	32,250.00	SY	0.55	17,737.50	32,250.00	17,737.50	32,250.00	17,737.50		17,737.50	100%	-
5	HAUL AND STOCKPILE MILLING MATERIAL (1V)	175.00	CY	14.00	2,450.00	175.00	2,450.00	175.00	2,450.00		2,450.00	100%	-
6	REMOVE CONCRETE CURB AND GUTTER	70.00	LF	13.00	910.00	70.00	910.00	70.00	910.00		910.00	100%	-
7	REMOVE CONCRETE VALLEY GUTTER	38.00	SY	33.00	1,254.00	38.00	1,254.00	38.00	1,254.00		1,254.00	100%	-
8	CONCRETE CURB AND GUTTER DESIGN 8618 (HIGH EARLY)	20.00	LF	55.00	1,100.00	20.00	1,100.00	20.00	1,100.00		1,100.00	100%	-
9	CONCRETE VALLEY GUTTER	65.00	SY	155.00	10,075.00	65.00	10,075.00	65.00	10,075.00		10,075.00	100%	-
10	PATCH BITUMINOUS STREET	320.00	SY	20.00	6,400.00	243.00	4,860.00	243.00	4,860.00		4,860.00	76%	1,540.00
11	TYPE SP 9.5 WEARING COURSE MIXTURE (3 B)	4,080.00	TN	72.50	295,800.00	3,550.42	257,405.45	3,550.42	257,405.45		257,405.45	87%	38,394.55
12	BITUMINOUS MATERIAL FOR TACK	2,250.00	GAL	2.00	4,500.00	1,340.00	2,680.00	1,340.00	2,680.00		2,680.00	60%	1,820.00
13	BITUMINOUS INCENTIVE	1.00	LS	10,000.00	10,000.00		-	0.60	5,999.63		5,999.63	60%	4,000.37
14	PREMIUM TOPSOIL BORROW MODIFIED (1V)	4.00	CY	60.00	240.00	4.00	240.00	4.00	240.00		240.00	100%	-
15	HYDRAULIC MATRIX TYPE MULCH	17.00	SY	100.00	1,700.00		-	17.00	1,700.00		1,700.00	100%	-
16	SEEDING, MNDOT MIX 25-151	2.00	LB	58.00	116.00		-	2.00	116.00		116.00	100%	-
17	APPLICATION OF WATER FOR TURF ESTABLISHMENT	1.00	MGAL	190.00	190.00		-		-		-	-	190.00
18	EROSION CONTROL SUPERVISOR	1.00	LS	1,500.00	1,500.00	0.50	750.00	1.00	1,500.00		1,500.00	100%	-
19	STORM DRAIN INLET PROTECTION (ENO-9)	33.00	EA	160.00	5,280.00	33.00	5,280.00	33.00	5,280.00		5,280.00	100%	-
20	STREET SWEEPER WITH OPERATOR	32.00	HR	180.00	5,760.00		-		-		-	-	5,760.00
21	SKIDSTEER (BOBCAT) WITH OPERATOR	16.00	HR	140.00	2,240.00		-		-		-	-	2,240.00
22	ADJUST VALVE BOX	3.00	EA	300.00	900.00	3.00	900.00	3.00	900.00		900.00	100%	-
23	REMOVE AND REPLACE TOP SECTION OF VALVE BOX	3.00	EA	330.00	990.00	3.00	990.00	3.00	990.00		990.00	100%	-
24	4" DOUBLE SOLID LINE MULTI COMP GR IN	75.00	LF	14.10	1,057.50		-	87.00	1,226.70		1,226.70	116%	(169.20)
25	24" SOLID LINE MULTI COMP GR IN	16.00	LF	30.10	481.60		-	16.00	481.60		481.60	100%	-
BASE BID TOTAL:				\$	383,356.60		\$	318,166.95		\$	320,580.88	86%	\$ 53,775.72

CITY OF COTTAGE GROVE
CITY COUNCIL
RESOLUTION NO. 2023-128

**RESOLUTION APPROVING THE FINAL PAYMENT IN THE
AMOUNT OF \$27,322.28 TO BITUMINOUS ROADWAYS INC.
FOR THE 2023 MILL AND OVERLAY PROJECT**

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

WHEREAS, the original total contract amount was \$383,356.60. The final construction cost was \$329,580.88, which is \$53,775.72 less than the contract amount. The reduced construction cost was due to less bituminous material being necessary; and

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

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, that \$27,322.28 is paid to Bituminous Roadways Inc. for the final payment for the 2023 Mill and Overlay Project.

Passed this 4th day of October, 2023.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



City Council Action Request

8.A.

Meeting Date 10/4/2023

Department Finance

Agenda Category Action Item

Title Approve Disbursements

Staff Recommendation Approve disbursements from 09-14-2023 to 09-27-2023 in the amount of \$2,037,722.93.

Budget Implication

Attachments

1.	Expense Approval Report 09-27-2023
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Cottage Grove

Expense Approval Report

By Vendor Name

Payment Dates 9/20/2023 - 10/5/2023

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN35794 - 4IMPRINT INC					
4IMPRINT INC	220864	09/20/2023	25862884	EDA/BENEFITS FAIR GIVEAWAYS - 200 PIZZA CUTTERS	829.23
4IMPRINT INC	220864	09/20/2023	25862884	EDA/BENEFITS FAIR GIVEAWAYS - 200 COASTERS	529.34
4IMPRINT INC	220864	09/20/2023	25862884	EDA/BENEFITS FAIR GIVEAWAYS - 200 1ST AID KITS	465.01
4IMPRINT INC	220864	09/20/2023	25862884	EDA/BENEFITS FAIR GIVEAWAYS - 325 COOLER TOTES	2,332.14
Vendor VEN35794 - 4IMPRINT INC Total:					4,155.72
Vendor: VEN01003 - ABC RENTALS INC					
ABC RENTALS INC	16640	09/26/2023	293580	GENERATOR FOR FOOD TRUCK EVENT - PARKS	130.00
Vendor VEN01003 - ABC RENTALS INC Total:					130.00
Vendor: VEN35316 - ABM EQUIPMENT LLC					
ABM EQUIPMENT LLC	16584	09/20/2023	175533-IN	HATCH CYLINDER - 6005/36452	558.22
Vendor VEN35316 - ABM EQUIPMENT LLC Total:					558.22
Vendor: VEN20033 - ACUSHNET COMPANY					
ACUSHNET COMPANY	220865	09/20/2023	916105981	PROSHOP MERCHANDISE	264.00
ACUSHNET COMPANY	220865	09/20/2023	916134832	PROSHOP MERCHANDISE	45.00
Vendor VEN20033 - ACUSHNET COMPANY Total:					309.00
Vendor: VEN35068 - AI TECHNOLOGIES LLC					
AI TECHNOLOGIES LLC	16585	09/20/2023	20011092023	BENEFITS ADMINISTRATION FEES	358.00
Vendor VEN35068 - AI TECHNOLOGIES LLC Total:					358.00
Vendor: VEN36484 - AIDAN FINN					
AIDAN FINN	220932	09/26/2023	20230925	GRIZZLY LEAGUE REFEREE PAYMENTS	185.00
Vendor VEN36484 - AIDAN FINN Total:					185.00
Vendor: VEN33119 - AJ ALBERTS PLUMBING INC.					
AJ ALBERTS PLUMBING INC.	220866	09/20/2023	24853664	REPLACE MOP SINK FAUCET	864.00
Vendor VEN33119 - AJ ALBERTS PLUMBING INC. Total:					864.00
Vendor: VEN36492 - ALLISON GORRES					
ALLISON GORRES	220933	09/26/2023	6AB3412F-0004	BLOG POST - RIVER OAKS	800.00
Vendor VEN36492 - ALLISON GORRES Total:					800.00
Vendor: VEN35235 - ALTEMP MECHANICAL INC					
ALTEMP MECHANICAL INC	220934	09/26/2023	262790	RIVER OAKS GOLF COURSE - FRYER REPAIR	277.50
ALTEMP MECHANICAL INC	220934	09/26/2023	262790	RIVER OAKS -FRYER REPAIR- MILLIVOLT GENERATOR	89.11
Vendor VEN35235 - ALTEMP MECHANICAL INC Total:					366.61
Vendor: VEN33229 - AMAZON FULFILLMENT SERVICES, INC.					
AMAZON FULFILLMENT SERVI...	16641	09/26/2023	139M-4DKM-36YQ	POSTER FRAME - CH	39.00
AMAZON FULFILLMENT SERVI...	16586	09/20/2023	1RMG-7XNK-9RRX	FLUTE BOTTOM TAP	22.20
AMAZON FULFILLMENT SERVI...	16586	09/20/2023	1HH4-7RLW-WTCK	RECYCLE & TRASH DECAL/SIGNS - FACILITIES	69.71
AMAZON FULFILLMENT SERVI...	16586	09/20/2023	1QPV-77CW-TDQV	EXTENSION STEP LADDER - STORMWATER	113.99
AMAZON FULFILLMENT SERVI...	16641	09/26/2023	191J-XQ3J-QQRK	PRINT LABELS	28.11

Expense Approval Report

Payment Dates: 9/20/2023 - 10/5/2023

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
AMAZON FULFILLMENT SERVI...	16641	09/26/2023	1P1J-LKGF-YVVP	TRANSFER PUMP KIT WITH HOSE/NOZZLE -FLEET	138.69
Vendor VEN33229 - AMAZON FULFILLMENT SERVICES, INC. Total:					411.70
Vendor: VEN31224 - AMERICAN FAMILY LIFE ASSURANCE COMPANY OF COLUMBUS					
AMERICAN FAMILY LIFE ASSU...	16587	09/20/2023	INV025419	09/07/23 BIWEEKLY PAYROLL 08/14 - 08/27/23	111.42
AMERICAN FAMILY LIFE ASSU...	16587	09/20/2023	INV025430	09-21-2023 BIWEEKLY PAYROLL 08/28 - 09/10/23	111.42
Vendor VEN31224 - AMERICAN FAMILY LIFE ASSURANCE COMPANY OF COLUMBUS Total:					222.84
Vendor: VEN35454 - AMERICAN PAYMENT CENTERS LLC					
AMERICAN PAYMENT CENTER...	220867	09/20/2023	98665	3RD QTR BOX SVC	40.50
AMERICAN PAYMENT CENTER...	220867	09/20/2023	98665	3RD QTR BOX SVC	40.50
Vendor VEN35454 - AMERICAN PAYMENT CENTERS LLC Total:					81.00
Vendor: VEN36011 - ANDREW KORPI					
ANDREW KORPI	220935	09/26/2023	20230918	REIMBURSEMENT 49ER TRAINING - ANDY KORPI	222.50
Vendor VEN36011 - ANDREW KORPI Total:					222.50
Vendor: VEN36361 - ANSON DOCKTER					
ANSON DOCKTER	220936	09/26/2023	20230925	GRIZZLY LEAGUE REFEREE PAYMENTS	185.00
Vendor VEN36361 - ANSON DOCKTER Total:					185.00
Vendor: VEN34977 - ARAMARK UNIFORM & CAREER APPAREL GROUP INC					
ARAMARK UNIFORM & CAREE...	16642	09/26/2023	2500309709	CHEF COAT/APRON/MOP/BAG STAND/MATS/NAPKINS	285.31
ARAMARK UNIFORM & CAREE...	16642	09/26/2023	2500313849	RESTAURANT LINEN/SUPPLIES SVCS	247.81
ARAMARK UNIFORM & CAREE...	16642	09/26/2023	2500317985	CHEF COAT/APRON/MOP HANDLE/MAT/NAPKIN	285.31
Vendor VEN34977 - ARAMARK UNIFORM & CAREER APPAREL GROUP INC Total:					818.43
Vendor: VEN01017 - ASPEN EQUIPMENT COMPANY					
ASPEN EQUIPMENT COMPANY	16588	09/20/2023	PSO043690-1	CLEVIS PIN & YOKE END - 4008/36391	7.50
ASPEN EQUIPMENT COMPANY	16588	09/20/2023	PSO043774-1	CLEVIS PIN - STOCK	15.00
Vendor VEN01017 - ASPEN EQUIPMENT COMPANY Total:					22.50
Vendor: VEN35831 - AURORA STRATEGIC ADVISORS INC					
AURORA STRATEGIC ADVISOR...	220868	09/20/2023	23-CG-8	FEDERAL LOBBY SERVICES - AUGUST 2023	3,909.09
Vendor VEN35831 - AURORA STRATEGIC ADVISORS INC Total:					3,909.09
Vendor: VEN20106 - AXON ENTERPRISE, INC.					
AXON ENTERPRISE, INC.	16589	09/20/2023	INUS182375	RIGHT-HAND HOLSTER X2	419.20
AXON ENTERPRISE, INC.	16589	09/20/2023	INUS182375	TACTICAL BATTERY PACK	872.00
AXON ENTERPRISE, INC.	16589	09/20/2023	INUS182375	X2 CEW TASERS	6,540.00
Vendor VEN20106 - AXON ENTERPRISE, INC. Total:					7,831.20
Vendor: VEN36524 - BAY WEST LLC					
BAY WEST LLC	220937	09/26/2023	23S-005530	EMERGENCY ROADWAY CLEANUP-80TH AT JEFFRE...	3,877.63
Vendor VEN36524 - BAY WEST LLC Total:					3,877.63
Vendor: VEN32557 - BG AUTOMOTIVE INC					
BG AUTOMOTIVE INC	16590	09/20/2023	PI0042621	ADDITIVE FOR DIESEL FUEL TANK	481.40
Vendor VEN32557 - BG AUTOMOTIVE INC Total:					481.40
Vendor: VEN31007 - BITUMINOUS ROADWAYS, INC					
BITUMINOUS ROADWAYS, INC	16675	09/26/2023	20231004	PYMT #2 & FINAL - 2023 MILL & OVERLAY	27,322.28
Vendor VEN31007 - BITUMINOUS ROADWAYS, INC Total:					27,322.28
Vendor: VEN35453 - BIX PRODUCE COMPANY LLC					
BIX PRODUCE COMPANY LLC	16591	09/20/2023	5897984	FOOD FOR CLUBHOUSE	198.02

Expense Approval Report

Payment Dates: 9/20/2023 - 10/5/2023

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
BIX PRODUCE COMPANY LLC	16643	09/26/2023	5906700	FOOD FOR CLUBHOUSE	170.55
Vendor VEN35453 - BIX PRODUCE COMPANY LLC Total:					368.57
Vendor: VEN31447 - BOLTON & MENK, INC					
BOLTON & MENK, INC	16592	09/20/2023	318673	100TH ST EXTENSION UTILITY 6/24/23-7/21/23	1,910.50
BOLTON & MENK, INC	16592	09/20/2023	318673	100TH ST EXTENSION UTILITY 6/24/23-7/21/23	1,910.50
BOLTON & MENK, INC	16592	09/20/2023	318673	100TH ST EXTENSION UTILITY 6/24/23-7/21/23	1,910.50
BOLTON & MENK, INC	16592	09/20/2023	318675	2023 MILL OVERLAY 6/24/23- 7/21/23	382.50
BOLTON & MENK, INC	16592	09/20/2023	318678	2023 PAVEMENT MANAGEMENT 6/24/23- 7/21/23	39,332.50
BOLTON & MENK, INC	16592	09/20/2023	318679	2024 PAVEMENT MANAGEMENT 6/24/23- 7/21/23	10,243.00
BOLTON & MENK, INC	16592	09/20/2023	318681	80TH ST REHABILITATION 6/24/23-7/21/23	2,361.00
BOLTON & MENK, INC	16592	09/20/2023	318682	ANDERSEN RENEWAL EXPANSION 6/24/23-7/21/23	354.00
BOLTON & MENK, INC	16592	09/20/2023	318687	BAILEY DEVELOPMENT 6/24/23-7/21/23	793.50
BOLTON & MENK, INC	16592	09/20/2023	318695	COMP SANITARY SEWER PLAN 6/24/23-7/21/23	7,530.00
BOLTON & MENK, INC	16592	09/20/2023	318697	DODGE NATURE CENTER 6/24/23-7/21/23	3,318.00
BOLTON & MENK, INC	16592	09/20/2023	318698	EASTBROOKE 2ND ADDITION 6/24/23-7/21/23	171.00
BOLTON & MENK, INC	16592	09/20/2023	318699	DOLI CODE ASSISTANCE 6/24/23-7/21/23	787.50
BOLTON & MENK, INC	16592	09/20/2023	318699	POND CLEANING GUIDANCE 6/24/23-7/21/23	2,392.50
BOLTON & MENK, INC	16592	09/20/2023	318699	TG-P12 SURVEY 6/24/23- 7/21/23	126.00
BOLTON & MENK, INC	16592	09/20/2023	318699	SITE SE OF JAMAICA/95TH 6/24/23-7/21/23	3,327.50
BOLTON & MENK, INC	16592	09/20/2023	318699	MISSISSIPPI DUNES PLAT 6/24/23-7/21/23	1,026.00
BOLTON & MENK, INC	16592	09/20/2023	318699	GREY CLOUD TRAIL LIFT STATION 6/24/23-7/21/23	6,741.50
BOLTON & MENK, INC	16592	09/20/2023	318699	EAST RAVINE STORMWATER AREA 6/24/23-7/21/23	112.50
BOLTON & MENK, INC	16592	09/20/2023	318699	SOUTH DISTRICT STORM CHARGE 6/24/23-7/21/23	30.00
BOLTON & MENK, INC	16592	09/20/2023	318699	6850 EAST POINT DOUGLAS RD 6/24/23-7/21/23	2,940.00
BOLTON & MENK, INC	16592	09/20/2023	318700	GLACIAL VALLEY ESTATES 6/24/23-7/21/23	967.50
BOLTON & MENK, INC	16592	09/20/2023	318702	GLACIAL VALLEY ESTATES 2ND 6/24/23-7/21/23	691.50
BOLTON & MENK, INC	16592	09/20/2023	318705	GLACIAL VALLEY PARK PH I 6/24/23-7/21/23	3,282.50
BOLTON & MENK, INC	16592	09/20/2023	318710	HAWTHORNE 6/24/23-7/21/23	920.00
BOLTON & MENK, INC	16592	09/20/2023	318711	HAWTHORNE 2ND ADDITION 6/24/23-7/21/23	4,261.00
BOLTON & MENK, INC	16592	09/20/2023	318712	HIGH POINTE 6/24/23-7/21/23	284.00
BOLTON & MENK, INC	16592	09/20/2023	318713	HINTON WOODS 6/24/23- 7/21/23	88.50
BOLTON & MENK, INC	16592	09/20/2023	318714	HOHENSTEIN DISTRIBUTION 6/24/23-7/21/23	1,483.50
BOLTON & MENK, INC	16592	09/20/2023	318719	JAMAICA AVENUE EAST POINT 6/24/23-7/21/23	62,176.00

Expense Approval Report

Payment Dates: 9/20/2023 - 10/5/2023

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
BOLTON & MENK, INC	16592	09/20/2023	318725	LANGDON HILLS 6/24/23-7/21/23	2,180.50
BOLTON & MENK, INC	16592	09/20/2023	318726	LEAFLINE EXPANSION 6/24/23-7/21/23	88.50
BOLTON & MENK, INC	16592	09/20/2023	318728	L-P3 POND IMPROVEMENTS 6/24/23-7/21/23	7,187.00
BOLTON & MENK, INC	16592	09/20/2023	318729	NORHART DEVELOPMENT 6/24/23-7/21/23	153.00
BOLTON & MENK, INC	16592	09/20/2023	318730	NORTHWICK PARK 2ND ADDITION 6/24/23-7/21/23	177.00
BOLTON & MENK, INC	16592	09/20/2023	318731	OAKWOOD PARK IMPROVEMENTS 6/24/23-7/21/23	210.50
BOLTON & MENK, INC	16592	09/20/2023	318732	OFFICE HOURS 6/24/23-7/21/23	4,207.50
BOLTON & MENK, INC	16592	09/20/2023	318733	PARKVIEW POINTE FINAL ST 6/24/23-7/21/23	254.00
BOLTON & MENK, INC	16592	09/20/2023	318735	PILLAI-THE VIEWS (HARDWOOD LOC) 6/24/23-7/21/23	1,082.50
BOLTON & MENK, INC	16592	09/20/2023	318736	RAVINE CROSSING 6/24/23-7/21/23	2,634.50
BOLTON & MENK, INC	16592	09/20/2023	318739	RIVER OAKS RCUT 6/24/23-7/21/23	25,438.50
BOLTON & MENK, INC	16592	09/20/2023	318740	RJ SCHINNER 6/24/23-7/21/23	82.50
BOLTON & MENK, INC	16592	09/20/2023	318741	SETTLERS BLUFF 6/24/23-7/21/23	159.00
BOLTON & MENK, INC	16592	09/20/2023	318742	SETTLERS BLUFF 2ND ADDITION 6/24/23-7/21/23	76.50
BOLTON & MENK, INC	16592	09/20/2023	318743	SHOPPES AT COTTAGE VIEW 6/24/23-7/21/23	667.50
BOLTON & MENK, INC	16592	09/20/2023	318744	SOUTHWEST ARTERIAL 6/24/23-7/21/23	3,865.00
BOLTON & MENK, INC	16592	09/20/2023	318745	TG-P14 POND IMPROVEMENTS 6/24/23-7/21/23	1,695.00
BOLTON & MENK, INC	16592	09/20/2023	318746	WAG PARCEL PLAT 6/24/23-7/21/23	1,129.50
BOLTON & MENK, INC	16592	09/20/2023	318747	WOODWARD PONDS 6/24/23-7/21/23	88.50
Vendor VEN31447 - BOLTON & MENK, INC Total:					213,232.00
Vendor: VEN02288 - BOUND TREE MEDICAL, LLC					
BOUND TREE MEDICAL, LLC	16596	09/20/2023	85072888	EMS SUPPLIES	431.61
BOUND TREE MEDICAL, LLC	16644	09/26/2023	85077642	EMS SUPPLIES	180.01
Vendor VEN02288 - BOUND TREE MEDICAL, LLC Total:					611.62
Vendor: VEN02306 - BRAUN INTERTEC CORPORATION					
BRAUN INTERTEC CORPORATI...	16597	09/20/2023	B351790	PROFESSIONAL SERVICES - 100TH/105TH/IDEAL AVE	14,332.00
BRAUN INTERTEC CORPORATI...	16597	09/20/2023	B356318	PROFESSIONAL SERVICES - SOUTH DISTRICT ST/UTILITY	2,217.00
BRAUN INTERTEC CORPORATI...	16597	09/20/2023	B356332	GV CONSTRUCTION & MATERIALS TESTING -PARKS	6,327.50
BRAUN INTERTEC CORPORATI...	16597	09/20/2023	B356348	PROFESSIONAL SERVICES THROUGH 08/18/2023	12,580.50
BRAUN INTERTEC CORPORATI...	16597	09/20/2023	B356349	PROFESSIONAL SERVICES- 100TH/105TH/IDEAL	16,989.00
Vendor VEN02306 - BRAUN INTERTEC CORPORATION Total:					52,446.00
Vendor: VEN35273 - BREAKTHRU BEVERAGE MINNESOTA BEER LLC					
BREAKTHRU BEVERAGE MINN...	220938	09/26/2023	111980070	BEER FOR CLUBHOUSE	116.00
BREAKTHRU BEVERAGE MINN...	220938	09/26/2023	111980733	BEER FOR CLUBHOUSE	619.85
BREAKTHRU BEVERAGE MINN...	220938	09/26/2023	112183635	BEER FOR CLUBHOUSE	146.00

Expense Approval Report

Payment Dates: 9/20/2023 - 10/5/2023

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
BREAKTHRU BEVERAGE MINN...	220938	09/26/2023	112185956	NON ALCOHOLIC BEVERAGES FOR CLUBHOUSE	29.30
Vendor VEN35273 - BREAKTHRU BEVERAGE MINNESOTA BEER LLC Total:					911.15
Vendor: VEN33107 - BURGGRAF'S ACE HARDWARE OF COTTAGE GROVE CO.					
BURGGRAF'S ACE HARDWARE...	220939	09/26/2023	5363	GFI/DUPLIX RECEPTACLE - WATER	38.98
BURGGRAF'S ACE HARDWARE...	220869	09/20/2023	5567	GLOVES/CHISEL/FILES/TREE CUTTING-WATER	120.96
BURGGRAF'S ACE HARDWARE...	220939	09/26/2023	5575	WASP & HORNET SPRAY - PARKS	14.00
BURGGRAF'S ACE HARDWARE...	220939	09/26/2023	5577	WASP & HORNET FOAM - PARKS	21.00
BURGGRAF'S ACE HARDWARE...	220939	09/26/2023	5591	CM MECHANIC TLSET -WATER	199.99
Vendor VEN33107 - BURGGRAF'S ACE HARDWARE OF COTTAGE GROVE CO. Total:					394.93
Vendor: VEN03467 - C & H SPORT SURFACES, INC.					
C & H SPORT SURFACES, INC.	220940	09/26/2023	3923	HAMLET PARK TENNIS AND BASKETBALL COURTS	25,000.00
Vendor VEN03467 - C & H SPORT SURFACES, INC. Total:					25,000.00
Vendor: VEN34968 - CALIBER HOLDINGS CORPORATION					
CALIBER HOLDINGS CORPORA...	16598	09/20/2023	3364003171	CLAIM#308755	1,717.25
CALIBER HOLDINGS CORPORA...	16645	09/26/2023	3364003204	LMC CLAIM #CA310347	4,542.69
Vendor VEN34968 - CALIBER HOLDINGS CORPORATION Total:					6,259.94
Vendor: VEN03001 - CALLAWAY GOLF					
CALLAWAY GOLF	220870	09/20/2023	936583055	PROSHOP MERCHANDISE	2,514.57
Vendor VEN03001 - CALLAWAY GOLF Total:					2,514.57
Vendor: VEN14448 - CAPITAL ONE TRADE CREDIT					
CAPITAL ONE TRADE CREDIT	16646	09/26/2023	INV0000042848	JOBSITE BOX 48 INCH - 1801/36441	474.99
Vendor VEN14448 - CAPITAL ONE TRADE CREDIT Total:					474.99
Vendor: VEN32194 - CAPSTONE HOMES, INC					
CAPSTONE HOMES, INC	16599	09/20/2023	20230915	REFUND ESCROW - 6855 102ND ST S	5,065.00
CAPSTONE HOMES, INC	16599	09/20/2023	20230915-A	REFUND ESCROW - 6863 102ND ST S	5,065.00
Vendor VEN32194 - CAPSTONE HOMES, INC Total:					10,130.00
Vendor: VEN35653 - CARDINAL HOME BUILDERS					
CARDINAL HOME BUILDERS	220871	09/20/2023	20230915	REFUND ESCROW - 9072 62ND ST S	5,495.00
Vendor VEN35653 - CARDINAL HOME BUILDERS Total:					5,495.00
Vendor: VEN35835 - CENTER FOR INTERNET SECURITY INC					
CENTER FOR INTERNET SECUR...	220941	09/26/2023	INV-230906-0050724	CIS SERVICESMDR ADVANCED 09/06/23 - 04/17/24	1,480.00
Vendor VEN35835 - CENTER FOR INTERNET SECURITY INC Total:					1,480.00
Vendor: VEN36522 - CHRISTOPHER COLLINS					
CHRISTOPHER COLLINS	220872	09/20/2023	20230918	UMPIRE SERVICES	350.00
Vendor VEN36522 - CHRISTOPHER COLLINS Total:					350.00
Vendor: VEN33565 - CINTAS CORPORATION NO. 2					
CINTAS CORPORATION NO. 2	16600	09/20/2023	4165290783	FLOOR MATS - HERO CENTER	303.59
CINTAS CORPORATION NO. 2	16647	09/26/2023	4164336791	PW UNIFORM SVC	6.60
CINTAS CORPORATION NO. 2	16647	09/26/2023	4164336791	PW UNIFORM SVC	44.60
CINTAS CORPORATION NO. 2	16647	09/26/2023	4164336791	PW UNIFORM SVC	28.50
CINTAS CORPORATION NO. 2	16647	09/26/2023	4165036706	PW UNIFORM SVC	6.60
CINTAS CORPORATION NO. 2	16647	09/26/2023	4165036706	PW UNIFORM SVC	35.79
CINTAS CORPORATION NO. 2	16647	09/26/2023	4165036706	PW UNIFORM SVC	13.50
CINTAS CORPORATION NO. 2	16600	09/20/2023	4162490025	FLOOR MATS - HERO CENTER	321.27
CINTAS CORPORATION NO. 2	16647	09/26/2023	4167257714	PW UNIFORM SVC	6.60
CINTAS CORPORATION NO. 2	16647	09/26/2023	4167257714	PW UNIFORM SVC	28.50
CINTAS CORPORATION NO. 2	16647	09/26/2023	4167257714	PW UNIFORM SVC	35.79

Expense Approval Report

Payment Dates: 9/20/2023 - 10/5/2023

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
CINTAS CORPORATION NO. 2	16647	09/26/2023	4167860146	PW UNIFORM SVC	6.60
CINTAS CORPORATION NO. 2	16647	09/26/2023	4167860146	PW UNIFORM SVC	35.79
CINTAS CORPORATION NO. 2	16647	09/26/2023	4167860146	PW UNIFORM SVC	28.50
Vendor VEN33565 - CINTAS CORPORATION NO. 2 Total:					902.23
Vendor: VEN03907 - CITY OF ST PAUL					
CITY OF ST PAUL	220942	09/26/2023	IN55323	INSTALL LOOPS 80TH & HYDE/REPAIR CABINET-MATERIALS	281.21
CITY OF ST PAUL	220942	09/26/2023	IN55324	LABOR & EQUIPMENT SIGNALS @ 80TH & HYDE	1,674.00
Vendor VEN03907 - CITY OF ST PAUL Total:					1,955.21
Vendor: VEN03183 - COLLEGE CITY BEVERAGE, INC.					
COLLEGE CITY BEVERAGE, INC.	16601	09/20/2023	1706-00227	BEER FOR CLUBHOUSE	44.60
COLLEGE CITY BEVERAGE, INC.	16648	09/26/2023	945308	BEER FOR CLUBHOUSE	57.75
COLLEGE CITY BEVERAGE, INC.	16648	09/26/2023	945308	BEER FOR CLUBHOUSE	110.90
Vendor VEN03183 - COLLEGE CITY BEVERAGE, INC. Total:					213.25
Vendor: VEN32389 - COMCAST					
COMCAST	220944	09/26/2023	177911096	CENTRAL FIRE FIBER ACCT# 939010329 THRU 07/14/2023	6,408.12
COMCAST	220944	09/26/2023	180270002	CENTRAL FIRE FIBER ACCT# 939010329 THRU	2,257.96
COMCAST	220943	09/26/2023	8772105760347241-SEPT 23	CENCENTRAL FIRE ACCT# 8772105760347241- 9/13-10/12	91.43
Vendor VEN32389 - COMCAST Total:					8,757.51
Vendor: VEN34280 - COTTAGE GROVE PUBLIC SAFETY BOARD					
COTTAGE GROVE PUBLIC SAF...	220873	09/20/2023	20230915	BALANCE OF PUBLIC SAFETY BOARD GOLF TOURNAMENT	405.86
Vendor VEN34280 - COTTAGE GROVE PUBLIC SAFETY BOARD Total:					405.86
Vendor: VEN03012 - CUB FOODS					
CUB FOODS	220874	09/20/2023	161307063705	FOOD FOR CLUBHOUSE	33.71
CUB FOODS	220945	09/26/2023	161307065956	GRAPE JUICE FOR BAR	10.58
CUB FOODS	220945	09/26/2023	161307066782	FOOD FOR CLUBHOUSE	24.30
Vendor VEN03012 - CUB FOODS Total:					68.59
Vendor: VEN36529 - CURT RAATZ					
CURT RAATZ	220946	09/26/2023	20230918	REFUND UB ACCT#101319275-8306 GREENWAY AVE S	18.83
Vendor VEN36529 - CURT RAATZ Total:					18.83
Vendor: VEN36015 - DAN KREUSER					
DAN KREUSER	220947	09/26/2023	20230921	REIMBURSEMENT - 49ER TRAINING - DAN KREUSER	196.50
Vendor VEN36015 - DAN KREUSER Total:					196.50
Vendor: VEN36365 - DAVID RITTER					
DAVID RITTER	220948	09/26/2023	20230925	GRIZZLY LEAGUE REFEREE PAYMENTS	185.00
Vendor VEN36365 - DAVID RITTER Total:					185.00
Vendor: VEN29469 - DE LAGE LANDEN FINANCIAL SERVICES					
DE LAGE LANDEN FINANCIAL ...	220875	09/20/2023	80679404	GOLF CART LEASE - 09/01 - 09/30/2023	7,010.25
DE LAGE LANDEN FINANCIAL ...	220875	09/20/2023	80680771	CLUB CAR LEASE - 09/01 - 09/30/2023	391.63
DE LAGE LANDEN FINANCIAL ...	220875	09/20/2023	80680771	CLUB CAR LEASE - 09/01 - 09/30/2023	828.35
Vendor VEN29469 - DE LAGE LANDEN FINANCIAL SERVICES Total:					8,230.23
Vendor: VEN04249 - DELTA DENTAL PLAN OF MN					
DELTA DENTAL PLAN OF MN	220876	09/20/2023	CNS0001353280	COBRA PREMIUM- 10/01 - 10/31/23	412.64
DELTA DENTAL PLAN OF MN	220876	09/20/2023	CNS0001353280	EMPLOYEE PREMIUM- 10/01 - 10/31/23	3,910.20

Expense Approval Report

Payment Dates: 9/20/2023 - 10/5/2023

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
DELTA DENTAL PLAN OF MN	220876	09/20/2023	CNS0001353280	EMPLOYER PREMIUM- 10/01 - 10/31/23	6,956.86
Vendor VEN04249 - DELTA DENTAL PLAN OF MN Total:					11,279.70
Vendor: VEN36520 - DYLAN MICHAEL BUSS					
DYLAN MICHAEL BUSS	220877	09/20/2023	1	RIVER OAKS GOLF - VIDEOS	600.00
Vendor VEN36520 - DYLAN MICHAEL BUSS Total:					600.00
Vendor: VEN36530 - EDMUND KEENAN					
EDMUND KEENAN	220949	09/26/2023	20230914	REFUND EMS OVERPAYMENT	145.00
Vendor VEN36530 - EDMUND KEENAN Total:					145.00
Vendor: VEN05014 - EHLERS AND ASSOCIATES INC					
EHLERS AND ASSOCIATES INC	220950	09/26/2023	1093	TIF 1-8 MEMO ON USES	280.00
EHLERS AND ASSOCIATES INC	220950	09/26/2023	1094	TRELLIS SERVICES	2,475.00
Vendor VEN05014 - EHLERS AND ASSOCIATES INC Total:					2,755.00
Vendor: VEN06020 - ELLIOTT AUTO SUPPLY					
ELLIOTT AUTO SUPPLY	16649	09/26/2023	1-8946999	WASHER RESERVOIR - RETURNED	54.71
ELLIOTT AUTO SUPPLY	16649	09/26/2023	74-318131	CREDIT - INV# 1-8946999 RTRN	-54.71
ELLIOTT AUTO SUPPLY	16649	09/26/2023	1-8983597	WASHER RESERVOIR	25.75
ELLIOTT AUTO SUPPLY	16649	09/26/2023	19-913785	AIR FILTER - STOCK	25.75
ELLIOTT AUTO SUPPLY	16649	09/26/2023	74-318760	AIR FILTER - STOCK	7.92
ELLIOTT AUTO SUPPLY	16649	09/26/2023	165-020043	OIL FILTERS - RETURNED	7.92
ELLIOTT AUTO SUPPLY	16649	09/26/2023	165-020043	WRONG BRAND	3.96
ELLIOTT AUTO SUPPLY	16649	09/26/2023	25-1095721	OIL FILTER - STOCK	3.96
ELLIOTT AUTO SUPPLY	16649	09/26/2023	74-318969	AIR FILTER - STOCK	12.87
ELLIOTT AUTO SUPPLY	16649	09/26/2023	1-9012716	CREDIT - INV#74-318760 RTRN	-7.92
ELLIOTT AUTO SUPPLY	16649	09/26/2023	1-9012716	OIL FILTERS	15.84
Vendor VEN06020 - ELLIOTT AUTO SUPPLY Total:					84.17
Vendor: VEN34324 - EWT HOLDINGS III CORP					
EWT HOLDINGS III CORP	16602	09/20/2023	906060813	WELL 7/8 TREATMENT	43,200.00
EWT HOLDINGS III CORP	16602	09/20/2023	906060812	WELL 3/10 EQUIPMENT RENTAL	60,800.00
Vendor VEN34324 - EWT HOLDINGS III CORP Total:					104,000.00
Vendor: VEN31385 - FARMER BROS CO					
FARMER BROS CO	220951	09/26/2023	96321773	BEVERAGES FOR CLUBHOUSE	274.26
Vendor VEN31385 - FARMER BROS CO Total:					274.26
Vendor: VEN14433 - FERGUSON WATERWORKS #2518					
FERGUSON WATERWORKS #2...	220952	09/26/2023	518403	SPANNER WRCH WB67 - WATER	1,757.27
FERGUSON WATERWORKS #2...	220952	09/26/2023	518407	HYDRANT PARTS - WATER	1,143.59
FERGUSON WATERWORKS #2...	220952	09/26/2023	518961	FLANGE KITS -WATER	999.80
FERGUSON WATERWORKS #2...	220952	09/26/2023	515704	ORING TUBE	1,133.80
FERGUSON WATERWORKS #2...	220952	09/26/2023	518961-1	SEAL/NUT/GSKT/WASHER - WATER	1,069.20
Vendor VEN14433 - FERGUSON WATERWORKS #2518 Total:					6,103.66
Vendor: VEN06092 - FERRELLGAS LP					
FERRELLGAS LP	16603	09/20/2023	1123888947	PROPANE-ICE	127.05
FERRELLGAS LP	16603	09/20/2023	2033590515	PROPANE-ICE	137.39
FERRELLGAS LP	16603	09/20/2023	1123946126	PROPANE-ICE	41.81
FERRELLGAS LP	16603	09/20/2023	1124003861	PROPANE-ICE	149.82
FERRELLGAS LP	16603	09/20/2023	1124066229	PROPANE-ICE	169.78
Vendor VEN06092 - FERRELLGAS LP Total:					625.85
Vendor: VEN06005 - FIRE EQUIPMENT SPECIALTIES INCORPORATED					
FIRE EQUIPMENT SPECIALTIES ...	220878	09/20/2023	11256	HOSE REPAIR PER MUTUAL AID AGREEMENT	1,468.23
Vendor VEN06005 - FIRE EQUIPMENT SPECIALTIES INCORPORATED Total:					1,468.23

Expense Approval Report

Payment Dates: 9/20/2023 - 10/5/2023

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN06268 - FIRE SAFETY USA, INC.					
FIRE SAFETY USA, INC.	220879	09/20/2023	176544	E-ONE PROBE COOLANT LEVEL - 3145/36319	145.00
Vendor VEN06268 - FIRE SAFETY USA, INC. Total:					145.00
Vendor: VEN31978 - FIRST ADVANTAGE LNS					
FIRST ADVANTAGE LNS	16604	09/20/2023	2508322308	ANNUAL ENROLLMENT	36.71
FIRST ADVANTAGE LNS	16604	09/20/2023	2508322308	ANNUAL ENROLLMENT	36.71
Vendor VEN31978 - FIRST ADVANTAGE LNS Total:					73.42
Vendor: VEN06269 - FIRST STATE TIRE RECYCLING					
FIRST STATE TIRE RECYCLING	220880	09/20/2023	121233	TRAILER RENTAL - FLEET DEPT	150.00
Vendor VEN06269 - FIRST STATE TIRE RECYCLING Total:					150.00
Vendor: VEN31404 - FLEETPRIDE, INC					
FLEETPRIDE, INC	220881	09/20/2023	110765562	FITTING - 6005/36392	6.24
FLEETPRIDE, INC	220881	09/20/2023	110793201	UNIVERSAL DRAIN VALVE - STOCK	20.22
FLEETPRIDE, INC	220881	09/20/2023	110800832	EXHAUST CLAMP - STOCK	50.05
FLEETPRIDE, INC	220881	09/20/2023	110883494	CONSPICUITY KIT - STOCK	46.08
FLEETPRIDE, INC	220881	09/20/2023	110883866	MUDFLAP - STOCK	31.94
FLEETPRIDE, INC	220881	09/20/2023	RSV0310739	REPAIR WING CYLINDER - 4008/36391	888.53
FLEETPRIDE, INC	220881	09/20/2023	RSV0310740	REPAIR WING CYLINDER - 4002/36375	1,211.74
FLEETPRIDE, INC	220881	09/20/2023	RSV0310741	RPR FRNT PLW CYL- 4002/36375,4007/36378,4008 /363391	2,894.82
FLEETPRIDE, INC	220953	09/26/2023	110967413	HOSE, CONVEX MIRROR - 4001/36436	184.77
FLEETPRIDE, INC	220953	09/26/2023	110971227	ON-SPOT ASSEMBLY - 4007/36378	1,575.76
FLEETPRIDE, INC	220953	09/26/2023	110971331	ON-SPOT ASSEMBLY - 4008/36391	1,575.76
FLEETPRIDE, INC	220881	09/20/2023	110982969	T-BOLT CLAMPS - RETURNED	34.40
FLEETPRIDE, INC	220953	09/26/2023	111003087	T-BOLT CLAMP - SHOP SUPPLY SS100	23.32
FLEETPRIDE, INC	220881	09/20/2023	111168356	CREDIT - INV# 110982969 RTRN T-BOLT	-34.40
Vendor VEN31404 - FLEETPRIDE, INC Total:					8,509.23
Vendor: VEN36039 - FOAMFRAT LLC					
FOAMFRAT LLC	220954	09/26/2023	INV-1014	EMS TRAINING -LIBRARY ANNUAL ACCESS	1,689.87
Vendor VEN36039 - FOAMFRAT LLC Total:					1,689.87
Vendor: VEN06261 - FURY CHRYSLER JEEP					
FURY CHRYSLER JEEP	220882	09/20/2023	5172467	FUEL FILTER, FUEL/WATER FILTER - 833/36412	171.00
Vendor VEN06261 - FURY CHRYSLER JEEP Total:					171.00
Vendor: VEN14420 - GENUINE PARTS COMPANY					
GENUINE PARTS COMPANY	16650	09/26/2023	2514-068151	V-BELTS - 31MISC/36447	81.35
GENUINE PARTS COMPANY	16650	09/26/2023	2514-068228	HOSE CLAMPS - SHOP SUPPLY SS100	42.95
GENUINE PARTS COMPANY	16650	09/26/2023	2514-070147	CONNECTOR - 8602/36497	6.44
GENUINE PARTS COMPANY	16650	09/26/2023	2514-070114	BATTERY - 8602/36487	141.81
Vendor VEN14420 - GENUINE PARTS COMPANY Total:					272.55
Vendor: VEN35236 - GOLF GENIUS SOFTWARE INC					
GOLF GENIUS SOFTWARE INC	220883	09/20/2023	134504	TM CLUB ANNUAL SUBSCRIPTION - SEMI ANNUAL PAYMENT	1,750.00
Vendor VEN35236 - GOLF GENIUS SOFTWARE INC Total:					1,750.00

Expense Approval Report

Payment Dates: 9/20/2023 - 10/5/2023

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN07043 - GOODIN COMPANY					
GOODIN COMPANY	16651	09/26/2023	1615285-00	VALVE/NIPPLE TUBE/ELL - FILTER PLANT	1,395.07
Vendor VEN07043 - GOODIN COMPANY Total:					1,395.07
Vendor: VEN32232 - GOODYEAR COMMERCIAL TIRE & SERVICE CENTERS					
GOODYEAR COMMERCIAL TIR...	220884	09/20/2023	124-1109065	265/70R18 WRL AT ADV BSL TIRES - 1509/36424	824.76
Vendor VEN32232 - GOODYEAR COMMERCIAL TIRE & SERVICE CENTERS Total:					824.76
Vendor: VEN15382 - GOPHER STATE ONE CALL					
GOPHER STATE ONE CALL	16605	09/20/2023	3080319	ONE CALL TICKETS	1,031.40
Vendor VEN15382 - GOPHER STATE ONE CALL Total:					1,031.40
Vendor: VEN07015 - GRAINGER					
GRAINGER	16606	09/20/2023	9820745272	LOCKER ROOM 3 DOOR REPAIR	29.20
GRAINGER	16606	09/20/2023	9823451845	WELDING SLEEVES	9.23
GRAINGER	16606	09/20/2023	9825547590	AIR FILTER	252.48
Vendor VEN07015 - GRAINGER Total:					290.91
Vendor: VEN13406 - GREAT LAKES COCA-COLA DISTRIBUTION, LLC					
GREAT LAKES COCA-COLA DIS...	16652	09/26/2023	37480265020	BEVERAGES FOR CLUBHOUSE	638.08
GREAT LAKES COCA-COLA DIS...	16607	09/20/2023	37594646022	BEVERAGES FOR CLUBHOUSE	650.32
Vendor VEN13406 - GREAT LAKES COCA-COLA DISTRIBUTION, LLC Total:					1,288.40
Vendor: VEN33879 - GREATAMERICA FINANCIAL SERVICES CORPORATION					
GREATAMERICA FINANCIAL S...	220885	09/20/2023	34862764	MAIL MACHINE METER RENTAL - SEPT 2023	293.95
GREATAMERICA FINANCIAL S...	220955	09/26/2023	34906080	FOLDING MACHINE RENTAL - SEPTEMBER 2023	343.85
Vendor VEN33879 - GREATAMERICA FINANCIAL SERVICES CORPORATION Total:					637.80
Vendor: VEN35800 - GREENSPRING MEDIA LLC					
GREENSPRING MEDIA LLC	220886	09/20/2023	2023-52099	SEPT/OCT - MN MONTHLY ADVERTISING	550.00
Vendor VEN35800 - GREENSPRING MEDIA LLC Total:					550.00
Vendor: VEN35928 - GUARDIAN FLEET SAFETY LLC					
GUARDIAN FLEET SAFETY LLC	220887	09/20/2023	111-A	DISPOSAL OF SQUAD 1263 - ASSET#003667	-5,435.44
GUARDIAN FLEET SAFETY LLC	220887	09/20/2023	111-B	DISPOSSAL OF SQUAD 1951 - ASSET#004214	-11,500.00
GUARDIAN FLEET SAFETY LLC	220887	09/20/2023	111-C	SETUP SQUAD 2351	16,935.44
GUARDIAN FLEET SAFETY LLC	220887	09/20/2023	230860	TRADE-IN FOR SQUAD 1845	-9,500.00
GUARDIAN FLEET SAFETY LLC	220887	09/20/2023	230860	SET UP FOR SQUAD 2345	17,108.58
Vendor VEN35928 - GUARDIAN FLEET SAFETY LLC Total:					7,608.58
Vendor: VEN33637 - GUARDIAN SUPPLY, LLC					
GUARDIAN SUPPLY, LLC	16653	09/26/2023	16220	HOLSTER / MAGAZINE POUCH	199.98
Vendor VEN33637 - GUARDIAN SUPPLY, LLC Total:					199.98
Vendor: VEN33608 - HARTEL & SONS INC					
HARTEL & SONS INC	220956	09/26/2023	440005659	BATTERIES GOLF CART FLEET	505.31
Vendor VEN33608 - HARTEL & SONS INC Total:					505.31
Vendor: VEN31756 - HEALTHPARTNERS INSTITUTE					
HEALTHPARTNERS INSTITUTE	220957	09/26/2023	9002001	SODIUM CHLORIDE/ NEEDLES/ RESQPOD 16	1,630.68
HEALTHPARTNERS INSTITUTE	220957	09/26/2023	3018002	JUNE 2023 DRUG SUPPLY CHARGES	675.90
Vendor VEN31756 - HEALTHPARTNERS INSTITUTE Total:					2,306.58
Vendor: VEN08046 - HENNEPIN TECHNICAL COLLEGE					
HENNEPIN TECHNICAL COLLE...	220958	09/26/2023	439274	EMS TRAINING-COMMUNITY PARAMEDIC - CHELSEY FLORES	1,479.94
Vendor VEN08046 - HENNEPIN TECHNICAL COLLEGE Total:					1,479.94

Expense Approval Report

Payment Dates: 9/20/2023 - 10/5/2023

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN32979 - HILLYARD, INC					
HILLYARD, INC	220888	09/20/2023	700557247	SIT DOWN SCRUBBER REPAIR	402.88
Vendor VEN32979 - HILLYARD, INC Total:					402.88
Vendor: VEN32661 - HOHENSTEINS, INC					
HOHENSTEINS, INC	220959	09/26/2023	643175	BEER FOR CLUBHOUSE	616.00
HOHENSTEINS, INC	220889	09/20/2023	645543	BEER FOR CLUBHOUSE	50.00
HOHENSTEINS, INC	220889	09/20/2023	645543	BEER FOR CLUBHOUSE	424.00
HOHENSTEINS, INC	220959	09/26/2023	647010	BEER FOR CLUBHOUSE	313.25
Vendor VEN32661 - HOHENSTEINS, INC Total:					1,403.25
Vendor: VEN35474 - HOLIDAY STATIONSTORES LLC					
HOLIDAY STATIONSTORES LLC	220890	09/20/2023	78001092300	CITY VEHICLE CAR WASHES	30.00
Vendor VEN35474 - HOLIDAY STATIONSTORES LLC Total:					30.00
Vendor: VEN36421 - HYDE INVESTMENTS					
HYDE INVESTMENTS	220891	09/20/2023	1154	CARPET CLEANING - ENTRYWAY/DINING/EVENT CENTER	483.19
Vendor VEN36421 - HYDE INVESTMENTS Total:					483.19
Vendor: VEN36525 - HYDRO-KLEAN LLC					
HYDRO-KLEAN LLC	220960	09/26/2023	85258	2024 PM/SEWER/STORM CLEANING/TELEVISIONS	44,146.09
Vendor VEN36525 - HYDRO-KLEAN LLC Total:					44,146.09
Vendor: VEN32209 - INDEPENDENT BLACK DIRT & SOD CO, INC					
INDEPENDENT BLACK DIRT & ...	220892	09/20/2023	34369	5 YARDS BLACK DIRT	105.00
Vendor VEN32209 - INDEPENDENT BLACK DIRT & SOD CO, INC Total:					105.00
Vendor: VEN30088 - INSTRUMENTAL RESEARCH, INC					
INSTRUMENTAL RESEARCH, I...	220961	09/26/2023	5107	WATER TESTING	480.88
Vendor VEN30088 - INSTRUMENTAL RESEARCH, INC Total:					480.88
Vendor: VEN09001 - INTERNATIONAL CITY MANAGEMENT ASSOCIATION RETIREMENT CORPORATION					
INTERNATIONAL CITY MANAG...	16608	09/20/2023	INV025424	09-21-2023 BIWEEKLY PAYROLL 08/28 - 09/10/23	3,104.98
INTERNATIONAL CITY MANAG...	16609	09/20/2023	INV025425	09-21-2023 BIWEEKLY PAYROLL 08/28 - 09/10/23	8,940.00
INTERNATIONAL CITY MANAG...	16609	09/20/2023	INV025426	09-21-2023 BIWEEKLY PAYROLL 08/28 - 09/10/23	1,053.42
INTERNATIONAL CITY MANAG...	16610	09/20/2023	INV025427	09-21-2023 BIWEEKLY PAYROLL 08/28 - 09/10/23	800.00
Vendor VEN09001 - INTERNATIONAL CITY MANAGEMENT ASSOCIATION RETIREMENT CORPORATION Total:					13,898.40
Vendor: VEN09255 - I-STATE TRUCK CENTER					
I-STATE TRUCK CENTER	220893	09/20/2023	C242841336-01	UNION TEE - 4008/36391	11.13
I-STATE TRUCK CENTER	220893	09/20/2023	C242841493-01	ELBOW END - 4008/36391	9.02
I-STATE TRUCK CENTER	220893	09/20/2023	C242841575-01	TURBOCHARGER ACTUATOR KIT - 4005/36445	2,171.24
I-STATE TRUCK CENTER	220893	09/20/2023	C242841648-01	SURGE TANK - 4005/36445	242.50
Vendor VEN09255 - I-STATE TRUCK CENTER Total:					2,433.89
Vendor: VEN09103 - IUOE CENTRAL PENSION FUND					
IUOE CENTRAL PENSION FUND	16611	09/20/2023	INV025414	09/07/23 BIWEEKLY PAYROLL 08/14 - 08/27/23	8,256.00
IUOE CENTRAL PENSION FUND	16611	09/20/2023	INV025428	09-21-2023 BIWEEKLY PAYROLL 08/28 - 09/10/23	8,256.00
Vendor VEN09103 - IUOE CENTRAL PENSION FUND Total:					16,512.00
Vendor: VEN36412 - JACK FRANCIS BRANDT					
JACK FRANCIS BRANDT	220894	09/20/2023	2030918	UMPIRE SERVICES	425.00
Vendor VEN36412 - JACK FRANCIS BRANDT Total:					425.00
Vendor: VEN35630 - JAYTECH INC					
JAYTECH INC	220895	09/20/2023	228251	COOLING TOWER CHEMICALS	1,407.83
Vendor VEN35630 - JAYTECH INC Total:					1,407.83
Vendor: VEN10080 - JEFFERSON FIRE & SAFETY INC					
JEFFERSON FIRE & SAFETY INC	16612	09/20/2023	IN306263	FIRE PACTHES	55.12

Expense Approval Report

Payment Dates: 9/20/2023 - 10/5/2023

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
JEFFERSON FIRE & SAFETY INC	16612	09/20/2023	IN306263	FIRE PACTHES	165.38
JEFFERSON FIRE & SAFETY INC	16654	09/26/2023	IN306582	FIRE UNIFORM - DAHLQUIST	2,941.61
Vendor VEN10080 - JEFFERSON FIRE & SAFETY INC Total:					3,162.11
Vendor: VEN11026 - JENNARI GROUP					
JENNARI GROUP	16613	09/20/2023	86859	REAR BRAKE, RPL FRONT SPRINGS - 4006/36408	5,110.66
JENNARI GROUP	16655	09/26/2023	87012	RPL FRNT BRK PADS & BALL JTS - 831/36472	2,747.52
JENNARI GROUP	16655	09/26/2023	87037	DOT INSPECTION,RPL FRNT & REAR SPRINGS-4007/36466	6,327.57
Vendor VEN11026 - JENNARI GROUP Total:					14,185.75
Vendor: VEN10068 - JOHNSON BROTHERS LIQUOR CO.					
JOHNSON BROTHERS LIQUOR ...	220896	09/20/2023	2357180	ALCOHOL FOR CLUBHOUSE	10.52
JOHNSON BROTHERS LIQUOR ...	220896	09/20/2023	2357180	RED BULL FOR CLUBHOUSE	77.00
JOHNSON BROTHERS LIQUOR ...	220896	09/20/2023	2357180	ALCOHOL FOR CLUBHOUSE	322.61
JOHNSON BROTHERS LIQUOR ...	220896	09/20/2023	2371080	ALCOHOL FOR CLUBHOUSE	1,053.43
JOHNSON BROTHERS LIQUOR ...	220962	09/26/2023	2376623	ALCOHOL FOR CLUBHOUSE	77.00
JOHNSON BROTHERS LIQUOR ...	220962	09/26/2023	2376623	ALCOHOL FOR CLUBHOUSE	797.24
Vendor VEN10068 - JOHNSON BROTHERS LIQUOR CO. Total:					2,337.80
Vendor: VEN30848 - JUSTIN VANHALANGER					
JUSTIN VANHALANGER	220963	09/26/2023	20230919	K9 BADGE REIMBURSEMENT	180.00
Vendor VEN30848 - JUSTIN VANHALANGER Total:					180.00
Vendor: VEN36407 - KAP EDUCATION INC					
KAP EDUCATION INC	220897	09/20/2023	15393	SERVICE AWARD	50.00
Vendor VEN36407 - KAP EDUCATION INC Total:					50.00
Vendor: VEN31717 - KRAFT CONTRACTING & MECHANICAL LLC					
KRAFT CONTRACTING & MEC...	16614	09/20/2023	31132	CITY HALL - MIGRATE/UPGRADE TO VIRTUAL SERVER	3,197.00
KRAFT CONTRACTING & MEC...	16614	09/20/2023	31595	ICE ARENA - CONDENSATE PAN REPAIR	350.75
KRAFT CONTRACTING & MEC...	16614	09/20/2023	31417	ICE ARENA SERVICE / MAINTENANCE	1,689.00
KRAFT CONTRACTING & MEC...	16656	09/26/2023	31593	VFD ALARMS, CK'D HUMIDITY - HERO CENTER	410.25
Vendor VEN31717 - KRAFT CONTRACTING & MECHANICAL LLC Total:					5,647.00
Vendor: VEN36495 - KYLE HOEGE					
KYLE HOEGE	220898	09/20/2023	20230918	REFUND UB ACCT#800045577 - 7469 IVYSTONE AVE S	26.88
Vendor VEN36495 - KYLE HOEGE Total:					26.88
Vendor: VEN36012 - LANCE ZAHNOW					
LANCE ZAHNOW	220964	09/26/2023	20230918	REIMBURSEMENT 49ER TRAINING - ZAHNOW	196.50
Vendor VEN36012 - LANCE ZAHNOW Total:					196.50
Vendor: VEN12341 - LAWSON PRODUCTS, INC					
LAWSON PRODUCTS, INC	220965	09/26/2023	9310903544	HARDWARE, ADAPTERS,ORINGS,DRILL BIT - STOCK & SS10	432.50
Vendor VEN12341 - LAWSON PRODUCTS, INC Total:					432.50
Vendor: VEN12370 - LEAGUE OF MINNESOTA CITIES INS TRUST					
LEAGUE OF MINNESOTA CITIE...	220966	09/26/2023	21270	CLAIM #459712 - TIM OACHS	51.05
LEAGUE OF MINNESOTA CITIE...	220966	09/26/2023	21287	CLAIM # 479659 - PAUL KONTOUR	171.05
LEAGUE OF MINNESOTA CITIE...	220966	09/26/2023	21308	CLAIM # 488273 - PATRICK NICKLE	549.48
LEAGUE OF MINNESOTA CITIE...	220966	09/26/2023	21346	CLAIM # 491864 - MACKENZIE FOSTER	1,747.27

Expense Approval Report

Payment Dates: 9/20/2023 - 10/5/2023

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
LEAGUE OF MINNESOTA CITIE...	220966	09/26/2023	21364	CLAIM # 492644 THEODORE MALMSTEN	2,855.37
Vendor VEN12370 - LEAGUE OF MINNESOTA CITIES INS TRUST Total:					5,374.22
Vendor: VEN36152 - LIFE LINE BILLING SYSTEMS LLC					
LIFE LINE BILLING SYSTEMS LLC	220899	09/20/2023	64812	EMS SERVICES- JUNE 2023	4,015.32
LIFE LINE BILLING SYSTEMS LLC	220899	09/20/2023	64812	EMS SERVICES- JUNE 2023	250.00
LIFE LINE BILLING SYSTEMS LLC	220899	09/20/2023	LQ-000263	EMS SERVICES- AUG 2023	5,955.97
Vendor VEN36152 - LIFE LINE BILLING SYSTEMS LLC Total:					10,221.29
Vendor: VEN36485 - LUCAS SAMUEL PETRANGELO					
LUCAS SAMUEL PETRANGELO	220967	09/26/2023	20230925	GRIZZLY LEAGUE REFEREE PAYMENT	1,850.00
Vendor VEN36485 - LUCAS SAMUEL PETRANGELO Total:					1,850.00
Vendor: VEN35101 - M/I HOMES					
M/I HOMES	220900	09/20/2023	20230915	REFUND ESCROW - 9634 65TH ST S	1,000.00
M/I HOMES	220900	09/20/2023	20230915-A	REFUND ESCROW - 9628 65TH ST S	1,000.00
Vendor VEN35101 - M/I HOMES Total:					2,000.00
Vendor: VEN32230 - MANSFIELD OIL COMPANY					
MANSFIELD OIL COMPANY	16615	09/20/2023	24509026	2,300 GAL DYED DIESEL	7,701.65
MANSFIELD OIL COMPANY	16657	09/26/2023	24595367	502 GAL DYED DIESEL	1,663.85
MANSFIELD OIL COMPANY	16657	09/26/2023	24595368	2,300 GAL DYED DIESEL	7,701.65
MANSFIELD OIL COMPANY	16657	09/26/2023	24595369	3,203 GAL UNLEADED GASOLINE	8,660.41
Vendor VEN32230 - MANSFIELD OIL COMPANY Total:					25,727.56
Vendor: VEN34894 - MCMASTER-CARR SUPPLY COMPANY					
MCMASTER-CARR SUPPLY C...	220968	09/26/2023	13913937	BEARINGS & RETAINING RINGS - SHOP SUPPLY SS100	103.40
Vendor VEN34894 - MCMASTER-CARR SUPPLY COMPANY Total:					103.40
Vendor: VEN13662 - MEDICA					
MEDICA	220901	09/20/2023	569734823153	COBRA PREMIUM- OCTOBER 2023	4,878.79
MEDICA	220901	09/20/2023	569734823153	MN STAT 299A.465 PREMIUM- OCTOBER 2023	5,244.18
MEDICA	220901	09/20/2023	569734823153	EMPLOYER PREMIUM- OCTOBER 2023	97,519.25
MEDICA	220901	09/20/2023	569734823153	EMPLOYEE PREMIUM- OCTOBER 2023	18,726.24
Vendor VEN13662 - MEDICA Total:					126,368.46
Vendor: VEN13410 - MENARDS					
MENARDS	16616	09/20/2023	76778	CABLE/KEYBOARD/ADAPT/- WATER	85.45
MENARDS	16616	09/20/2023	77595	LAWN BLANKET/ECB STAPLE - PARKS	183.93
MENARDS	16616	09/20/2023	77765	PREPAINT CLEANER/SPONGE/PAINT KITS - WATER	52.51
MENARDS	16616	09/20/2023	78266	PINESOL/REMOVER -PARKS	22.36
MENARDS	16616	09/20/2023	78286	BRAKE CLEANER - WATER	69.90
MENARDS	16616	09/20/2023	78599	GALV WIRE - FM	4.19
MENARDS	16616	09/20/2023	78617	KEROSENE - PARKS	45.98
MENARDS	16616	09/20/2023	78648	PLUNGER/DRAIN OPNR - FM	14.96
MENARDS	16616	09/20/2023	78711	ORTHO FOAM WASP & HORNET -FM	5.98
MENARDS	16616	09/20/2023	78713	WASHERS/STRAPS	21.91
MENARDS	16616	09/20/2023	78715	SPRING SNAP -PARKS	5.38
MENARDS	16616	09/20/2023	78728	CLEANING SUPPLIES / WATER	71.90
MENARDS	16616	09/20/2023	78595	DURACELL D BATTERIES - PARKS	16.98
MENARDS	16616	09/20/2023	78755	HOSE REPAIR	0.49

Expense Approval Report

Payment Dates: 9/20/2023 - 10/5/2023

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
MENARDS	16658	09/26/2023	78826	HEADLAMP/BATTERIES - WATER	59.78
MENARDS	16616	09/20/2023	78830	POWER SPRAY WAND/WINDOW WASHER/NOZZLE/CLOTHS/PA...	134.48
MENARDS	16616	09/20/2023	78833	MISC SUPPLIES / HERO CENTER	33.05
MENARDS	16616	09/20/2023	75741	SPRING SNAP -PARKS	1.49
MENARDS	16658	09/26/2023	78885	AAA BATTERIES/SPRAY PAINT/AIR FILTERS - FM	88.40
MENARDS	16616	09/20/2023	78924	UTILITY BLADES/KNIFE/PAIL - PARKS	23.93
MENARDS	16616	09/20/2023	78965	CLEANING SUPPLIES	7.96
MENARDS	16658	09/26/2023	78987	RETURN SPRAY PAINT - FM	-7.38
MENARDS	16658	09/26/2023	78990	PINESOL & WIPES - PARKS	17.95
MENARDS	16658	09/26/2023	79005	ROUNDUP- WEED AND GRASS KILLER - WATER	40.59
MENARDS	16658	09/26/2023	79031	HARDBOARD AND RAILS - STORMWATER	73.54
MENARDS	16658	09/26/2023	79038	12 VOLT BATTERIES - FM	4.99
MENARDS	16658	09/26/2023	79151	SHELVING UNITS -STREETS	759.96
MENARDS	16658	09/26/2023	79154	CLEANING SUPPLIES	61.94
MENARDS	16658	09/26/2023	79157	MAGNETIC PICK UP TOOL - WATER	10.47
MENARDS	16658	09/26/2023	79213	CLEANING SUPPLIES	63.81
MENARDS	16658	09/26/2023	79215	INFLATABLE FOR HALLOWEEN SKATE	191.00
MENARDS	16658	09/26/2023	79224	CANDY / CLEANING SUPPLIES	123.89
MENARDS	16658	09/26/2023	79240	CLEANING SUPPLIES FOR SHOP	44.32
MENARDS	16658	09/26/2023	79283	CLEANING SUPPLIES FOR SHOP	74.56
MENARDS	16658	09/26/2023	79289	CABLES TIES / UTILITY BLADES	20.75
Vendor VEN13410 - MENARDS Total:					2,431.40
Vendor: VEN13411 - METROPOLITAN COUNCIL					
METROPOLITAN COUNCIL	16619	09/20/2023	202309	AUGUST 2023 SAC CHARGES	79,520.00
METROPOLITAN COUNCIL	16619	09/20/2023	202309	AUGUST 2023 SAC CHARGES DISCOUNT	-795.20
Vendor VEN13411 - METROPOLITAN COUNCIL Total:					78,724.80
Vendor: VEN13412 - METROPOLITAN COUNCIL					
METROPOLITAN COUNCIL	16618	09/20/2023	1161966	WASTE WATER SERVICES	220,634.72
Vendor VEN13412 - METROPOLITAN COUNCIL Total:					220,634.72
Vendor: VEN31496 - MIDWAY FORD					
MIDWAY FORD	220902	09/20/2023	608661	(2) KEY FOB REMOTES FOR REMOTE STARTER	150.38
MIDWAY FORD	220902	09/20/2023	790749	RADIATOR CAP - STOCK	12.74
MIDWAY FORD	220902	09/20/2023	608348	PM, ROTATED TIRES - 1857/36422	82.66
MIDWAY FORD	220902	09/20/2023	608370	PM, TIRE ROTATION - 1545/36432	82.66
MIDWAY FORD	220902	09/20/2023	608413	PM,INSTLREMOTE START,RPL BRKPADS/ROTORS-5006/36446	840.72
Vendor VEN31496 - MIDWAY FORD Total:					1,169.16
Vendor: VEN35490 - MIDWEST WASH SYSTEMS LLC					
MIDWEST WASH SYSTEMS LLC	16660	09/26/2023	18339	REPAIR MOBILE HOTSY - PW	289.85
Vendor VEN35490 - MIDWEST WASH SYSTEMS LLC Total:					289.85
Vendor: VEN33362 - MILBANK WINWATER WORKS					
MILBANK WINWATER WORKS	220903	09/20/2023	187258	WATER METERS FOR NEW COMMERCIAL BUILDIDNGS	11,713.36
Vendor VEN33362 - MILBANK WINWATER WORKS Total:					11,713.36

Expense Approval Report

Payment Dates: 9/20/2023 - 10/5/2023

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN34389 - MILLER EXCAVATING INC					
MILLER EXCAVATING INC	16676	09/26/2023	20231004	PYMT 6 & FINAL - HAMLET PARK PHASE 3	81,769.11
Vendor VEN34389 - MILLER EXCAVATING INC Total:					81,769.11
Vendor: VEN35690 - MINNESOTA AG POWER INC					
MINNESOTA AG POWER INC	16620	09/20/2023	9750408	WHEEL BOLT / WHEEL BEARING / SEAL	79.12
MINNESOTA AG POWER INC	16620	09/20/2023	9750547	BUSING, RING, PIN,NUT,LATCH - 8403/36371	63.80
Vendor VEN35690 - MINNESOTA AG POWER INC Total:					142.92
Vendor: VEN14005 - MINNESOTA NATIVE LANDSCAPES					
MINNESOTA NATIVE LANDSC...	16621	09/20/2023	41176	WEED CONTROL HAMLET PARK	975.00
MINNESOTA NATIVE LANDSC...	16621	09/20/2023	41177	WEED CONTROL OAKWOOD	540.00
Vendor VEN14005 - MINNESOTA NATIVE LANDSCAPES Total:					1,515.00
Vendor: VEN13473 - MN CHILD SUPPORT CENTER					
MN CHILD SUPPORT CENTER	220904	09/20/2023	INV025431	09-21-2023 BIWEEKLY PAYROLL 08/28 - 09/10/23	36.91
Vendor VEN13473 - MN CHILD SUPPORT CENTER Total:					36.91
Vendor: VEN13670 - MN DEPT OF LABOR & INDUSTRY					
MN DEPT OF LABOR & INDUS...	16622	09/20/2023	ALR0151609X	ANNUAL ELEVATOR LICENSE - CITY HALL	100.00
MN DEPT OF LABOR & INDUS...	16622	09/20/2023	AUGUST1630302023	AUGUST BLDG PERMIT SURCHARGE - COTTAGE GROVE	6,521.18
MN DEPT OF LABOR & INDUS...	16622	09/20/2023	AUGUST1630302023	AUGUST BLDG PERMIT SURCHARGE - COTTAGE GROVE	-130.42
Vendor VEN13670 - MN DEPT OF LABOR & INDUSTRY Total:					6,490.76
Vendor: VEN33184 - MOR GOLF AND UTILITY, INC					
MOR GOLF AND UTILITY, INC	16661	09/26/2023	42007	GOLF CART FLEET	537.03
MOR GOLF AND UTILITY, INC	16661	09/26/2023	42062	GOLF CART FLEET	658.98
MOR GOLF AND UTILITY, INC	16661	09/26/2023	42112	BALL PICKER CART	115.26
Vendor VEN33184 - MOR GOLF AND UTILITY, INC Total:					1,311.27
Vendor: VEN13930 - MOTOROLA SOLUTIONS, INC					
MOTOROLA SOLUTIONS, INC	220905	09/20/2023	8281704091	APX 6000 POR RAD BAT IMPRES 2 LIION TIA4950 R 1P68	767.35
Vendor VEN13930 - MOTOROLA SOLUTIONS, INC Total:					767.35
Vendor: VEN13463 - MTI DISTRIBUTING CO.					
MTI DISTRIBUTING CO.	16623	09/20/2023	1402437-01	PAPER REEL - TORO	31.67
MTI DISTRIBUTING CO.	16623	09/20/2023	1403506-00	GLOBE VALVES - PARKS	17.81
MTI DISTRIBUTING CO.	16662	09/26/2023	1404774-00	TIRE	215.95
MTI DISTRIBUTING CO.	16662	09/26/2023	1405024-00	CONTROL THROTTLE	64.22
Vendor VEN13463 - MTI DISTRIBUTING CO. Total:					329.65
Vendor: VEN02406 - MYRON BAILEY					
MYRON BAILEY	220969	09/26/2023	20230925	REIMBURSEMENT - TRANSPORTATION ALLIANCE - BAILEY	124.82
Vendor VEN02406 - MYRON BAILEY Total:					124.82
Vendor: VEN14409 - NORTHERN SAFETY TECHNOLOGY, INC					
NORTHERN SAFETY TECHNOL...	16624	09/20/2023	56332	NYLON BRACKET - 4008/36391	51.46
Vendor VEN14409 - NORTHERN SAFETY TECHNOLOGY, INC Total:					51.46
Vendor: VEN15402 - OFFICE OF MN IT SERVICES					
OFFICE OF MN IT SERVICES	220906	09/20/2023	W23020588	REBATE FOR VOICE SERVICES	-95.71
OFFICE OF MN IT SERVICES	220906	09/20/2023	W23030555	VOICE SERVICES - MARCH 2023	46.20
OFFICE OF MN IT SERVICES	220906	09/20/2023	W23050567	VOICE SERVICES - MAY 2023	9.45
OFFICE OF MN IT SERVICES	220906	09/20/2023	W23060572	VOICE SERVICES - JUNE 2023	6.30
OFFICE OF MN IT SERVICES	220906	09/20/2023	W23070573	VOICE SERVICES JULY 2023	84.00

Expense Approval Report

Payment Dates: 9/20/2023 - 10/5/2023

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
OFFICE OF MN IT SERVICES	220906	09/20/2023	W23080575	VOICE SERVICES AUGUST 2023	88.20
Vendor VEN15402 - OFFICE OF MN IT SERVICES Total:					138.44
Vendor: VEN36531 - ONE FAMILY MN					
ONE FAMILY MN	220970	09/26/2023	20230919	POLICE SERVICES REFUND	1,980.00
Vendor VEN36531 - ONE FAMILY MN Total:					1,980.00
Vendor: VEN30439 - O'REILLY AUTO PARTS					
O'REILLY AUTO PARTS	220907	09/20/2023	3266-101397	OIL FILTER - STOCK	27.00
O'REILLY AUTO PARTS	220907	09/20/2023	3266-101431	1 GAL OIL, 1 GAL ANTI-FREEZE - STOCK	90.96
Vendor VEN30439 - O'REILLY AUTO PARTS Total:					117.96
Vendor: VEN31236 - OXYGEN SERVICE COMPANY, INC					
OXYGEN SERVICE COMPANY, ...	220908	09/20/2023	3562434	SMALL & MEDIUM CYLINDER RENTAL	151.81
Vendor VEN31236 - OXYGEN SERVICE COMPANY, INC Total:					151.81
Vendor: VEN16152 - PACE ANALYTICAL SERVICES, INC					
PACE ANALYTICAL SERVICES, I...	220909	09/20/2023	1223-7522	WELL 2 & 7 TESTING -WATER	984.20
Vendor VEN16152 - PACE ANALYTICAL SERVICES, INC Total:					984.20
Vendor: VEN16140 - PARK GROVE ELECTRIC INC					
PARK GROVE ELECTRIC INC	220971	09/26/2023	55892	CHLORINE CHECK AT BOOSTERS - WATER	95.00
PARK GROVE ELECTRIC INC	220971	09/26/2023	56059	INSTALL MOTION DETECTORS - PW	95.00
PARK GROVE ELECTRIC INC	220971	09/26/2023	56068	CHECK VOLTAGE ON GARAGE DOOR -PD	142.50
PARK GROVE ELECTRIC INC	220971	09/26/2023	56209	REPLACE BALLAST @ CITY HALL	144.50
Vendor VEN16140 - PARK GROVE ELECTRIC INC Total:					477.00
Vendor: VEN36521 - PAT'S OFFROAD INC					
PAT'S OFFROAD INC	220910	09/20/2023	OW171768	USED FILTERS RECYCLING SERVICE	125.00
PAT'S OFFROAD INC	220972	09/26/2023	OW176306	USED FILTERS RECYCLING SERVICE	75.00
Vendor VEN36521 - PAT'S OFFROAD INC Total:					200.00
Vendor: VEN35773 - PERFORMANCE FOOD GROUP INC					
PERFORMANCE FOOD GROUP ...	220911	09/20/2023	713369	SUPPLIES FOR CLUBHOUSE / SARAN WRAP	52.74
PERFORMANCE FOOD GROUP ...	220911	09/20/2023	713369	FOOD FOR CLUBHOUSE	2,041.68
PERFORMANCE FOOD GROUP ...	220911	09/20/2023	717015	SUPPLIES FOR CLUBHOUSE	194.93
PERFORMANCE FOOD GROUP ...	220911	09/20/2023	717015	FOOD FOR CLUBHOUSE	1,283.57
PERFORMANCE FOOD GROUP ...	220911	09/20/2023	717015	FOOD FOR CLUBHOUSE	18.57
PERFORMANCE FOOD GROUP ...	220973	09/26/2023	721477	FOOD/PLATES/ CONTAINER/NAPKINS FOR CLUBHOUSE	552.03
PERFORMANCE FOOD GROUP ...	220973	09/26/2023	721477	FOOD/PLATES/ CONTAINER/NAPKINS FOR CLUBHOUSE	3,070.22
PERFORMANCE FOOD GROUP ...	220973	09/26/2023	721477	FOOD/PLATES/ CONTAINER/NAPKINS FOR CLUBHOUSE	44.34
PERFORMANCE FOOD GROUP ...	220911	09/20/2023	733685	RETURN DAMAGE PRODUCTS	-80.97
Vendor VEN35773 - PERFORMANCE FOOD GROUP INC Total:					7,177.11
Vendor: VEN36014 - PHILLIP NORGARD					
PHILLIP NORGARD	220974	09/26/2023	20230921	REIMBURSEMENT - 49ER TRAINING - PHIL NORGARD	183.56
Vendor VEN36014 - PHILLIP NORGARD Total:					183.56
Vendor: VEN16201 - PLAISTED COMPANIES					
PLAISTED COMPANIES	16663	09/26/2023	64445	TOPDRESSING SAND	1,368.15
Vendor VEN16201 - PLAISTED COMPANIES Total:					1,368.15

Expense Approval Report

Payment Dates: 9/20/2023 - 10/5/2023

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN16192 - PLUNKETT'S PEST CONTROL, INC					
PLUNKETT'S PEST CONTROL, I...	220912	09/20/2023	8203438	AUG GENERAL PEST CONTROL - CITY HALL	172.10
PLUNKETT'S PEST CONTROL, I...	220912	09/20/2023	8203509	AUG GENERAL PEST CONTROL - HERO CENTER	90.00
PLUNKETT'S PEST CONTROL, I...	220912	09/20/2023	8203634	AUG GENERAL PEST CONTROL - PUBLIC WORKS	89.62
PLUNKETT'S PEST CONTROL, I...	220912	09/20/2023	8185234	AUG GENERAL PEST CONTROL - RIVER OAKS	119.65
Vendor VEN16192 - PLUNKETT'S PEST CONTROL, INC Total:					471.37
Vendor: VEN16138 - PUBLIC EMPLOYEES RETIREMENT ASSOCIATION					
PUBLIC EMPLOYEES RETIREM...	16625	09/20/2023	INV025432	09-21-2023 BIWEEKLY PAYROLL 08/28 - 09/10/23	50,840.03
PUBLIC EMPLOYEES RETIREM...	16625	09/20/2023	INV025433	09-21-2023 BIWEEKLY PAYROLL 08/28 - 09/10/23	73,032.12
Vendor VEN16138 - PUBLIC EMPLOYEES RETIREMENT ASSOCIATION Total:					123,872.15
Vendor: VEN18051 - R & R SPECIALTIES OF WISCONSIN, INC					
R & R SPECIALTIES OF WISCO...	16626	09/20/2023	79051-IN	ICE ARENA PAINTING	2,492.80
Vendor VEN18051 - R & R SPECIALTIES OF WISCONSIN, INC Total:					2,492.80
Vendor: VEN29016 - RAMSEY COUNTY					
RAMSEY COUNTY	220975	09/26/2023	RESFA-006620	SOLID WASTE	987.48
Vendor VEN29016 - RAMSEY COUNTY Total:					987.48
Vendor: VEN31949 - RED WING SHOE STORE					
RED WING SHOE STORE	16664	09/26/2023	728-1-126420	UNIFORM - NORGARD -BOOTS	130.00
RED WING SHOE STORE	16627	09/20/2023	728-1-125961	UNIFORM - WARNER -BOOTS	125.00
Vendor VEN31949 - RED WING SHOE STORE Total:					255.00
Vendor: VEN03465 - RIVARD COMPANIES, INC					
RIVARD COMPANIES, INC	16628	09/20/2023	502798	REC STEP CERT - PARKS	2,059.00
Vendor VEN03465 - RIVARD COMPANIES, INC Total:					2,059.00
Vendor: VEN30368 - RIVER STATES TRUCK AND TRAILER, INC					
RIVER STATES TRUCK AND TRA...	16629	09/20/2023	953784X2	MUFFLER - 4007/36378	1,745.88
Vendor VEN30368 - RIVER STATES TRUCK AND TRAILER, INC Total:					1,745.88
Vendor: VEN30854 - ROHN INDUSTRIES, INC					
ROHN INDUSTRIES, INC	16665	09/26/2023	7427	DOCUMENT SHREDDING	53.19
Vendor VEN30854 - ROHN INDUSTRIES, INC Total:					53.19
Vendor: VEN35612 - ROY QUINN					
ROY QUINN	220976	09/26/2023	20230918	REIMBURSEMENT 49ER TRAINING - ROY QUINN	187.68
Vendor VEN35612 - ROY QUINN Total:					187.68
Vendor: VEN18055 - RUMPCA EXCAVATING, INC					
RUMPCA EXCAVATING, INC	220913	09/20/2023	18223	BLACK DIRT -PARKS	252.00
Vendor VEN18055 - RUMPCA EXCAVATING, INC Total:					252.00
Vendor: VEN29489 - SCHILLING SUPPLY COMPANY					
SCHILLING SUPPLY COMPANY	16666	09/26/2023	929791-00	CANLINERS - FM	59.86
SCHILLING SUPPLY COMPANY	16666	09/26/2023	927109-02	FOAM SOAP -PARKS	92.18
SCHILLING SUPPLY COMPANY	16630	09/20/2023	931963-00	BATH ISSUE/CANLINERS/TOWELS - PARKS	1,110.97
SCHILLING SUPPLY COMPANY	16630	09/20/2023	932231-00	U-SCREENS, ROLL TOWEL, BATH TISSUE - CITY HALL	713.44
SCHILLING SUPPLY COMPANY	16630	09/20/2023	932595-00	CLEANING SUPPLIES	364.19
SCHILLING SUPPLY COMPANY	16630	09/20/2023	932779-00	PAPER TOWELL ROLLS/KLEENEX	309.68
Vendor VEN29489 - SCHILLING SUPPLY COMPANY Total:					2,650.32
Vendor: VEN29345 - SCHINDLER ELEVATOR CORPORATION					
SCHINDLER ELEVATOR CORPO...	220977	09/26/2023	8106331473	ANNUAL PREVENTATIVE MAINT 9/1/23-8/31/24...	2,103.72

Expense Approval Report

Payment Dates: 9/20/2023 - 10/5/2023

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
SCHINDLER ELEVATOR CORPO...	220977	09/26/2023	8106336484	ANNUAL PREVENTATIVE MAINT 9/1/23-8/31/24-CIT...	2,078.76
Vendor VEN29345 - SCHINDLER ELEVATOR CORPORATION Total:					4,182.48
Vendor: VEN19318 - SHANNON GLASS COMPANY, INC.					
SHANNON GLASS COMPANY, ...	220914	09/20/2023	S0047705	RPL WINDSHIELD - 1503/36410	323.64
SHANNON GLASS COMPANY, ...	220914	09/20/2023	S0047747	LMC CLIAM #308763	1,157.55
Vendor VEN19318 - SHANNON GLASS COMPANY, INC. Total:					1,481.19
Vendor: VEN35232 - SITEONE LANDSCAPE SUPPLY HOLDING LLC					
SITEONE LANDSCAPE SUPPLY ...	220978	09/26/2023	134443912-001	PVC COMPRESSION COUPLING & GASKET - PARKS	274.89
SITEONE LANDSCAPE SUPPLY ...	220978	09/26/2023	134444244-001	PVC COUPLINGS/SOCKETS & SPIGOTS PARKS	142.38
Vendor VEN35232 - SITEONE LANDSCAPE SUPPLY HOLDING LLC Total:					417.27
Vendor: VEN35034 - SMOOT ENTERPRISES ADVANCED SPORTSWEAR LLC					
SMOOT ENTERPRISES ADVAN...	16667	09/26/2023	14128	UNIFORM -JORGENSEN - EMBROIDERY	48.00
SMOOT ENTERPRISES ADVAN...	16631	09/20/2023	16145	UNIFORM - LOSNESS	269.00
Vendor VEN35034 - SMOOT ENTERPRISES ADVANCED SPORTSWEAR LLC Total:					317.00
Vendor: VEN19301 - SOLBERG AGGREGATE, INC					
SOLBERG AGGREGATE, INC	220915	09/20/2023	27794	CLASS 5 MIX - STREETS &STORMWATER	1,681.00
SOLBERG AGGREGATE, INC	220915	09/20/2023	27794	CLASS 5 MIX - STREETS &STORMWATER	2,122.89
Vendor VEN19301 - SOLBERG AGGREGATE, INC Total:					3,803.89
Vendor: VEN19286 - SOUTH SUBURBAN RENTAL					
SOUTH SUBURBAN RENTAL	220979	09/26/2023	402773	SLUSH MACHINE RENTAL - PW OPEN HOUSE	70.00
Vendor VEN19286 - SOUTH SUBURBAN RENTAL Total:					70.00
Vendor: VEN19229 - ST CROIX RECREATION FUN PLAYGROUNDS, INC					
ST CROIX RECREATION FUN P...	220980	09/26/2023	21718	MEMORIAL BENCH DONATION - PARKS	1,871.00
Vendor VEN19229 - ST CROIX RECREATION FUN PLAYGROUNDS, INC Total:					1,871.00
Vendor: VEN16141 - ST PAUL PIONEER PRESS					
ST PAUL PIONEER PRESS	220916	09/20/2023	723569758	JULY ADS - CANNABIS	30.87
ST PAUL PIONEER PRESS	220916	09/20/2023	723569758	JULY ADS - RURAL TA...	8.33
ST PAUL PIONEER PRESS	220916	09/20/2023	723569758	JULY ADS - ZONING ORD AMEND - BEES	24.01
ST PAUL PIONEER PRESS	220916	09/20/2023	723569758	JULY ADS - GRAYMONT VILLAGE EASEMENT VACATION	76.44
ST PAUL PIONEER PRESS	220916	09/20/2023	723569758	JULY ADS - COMP PLAN AMEND- WASTEWATER	30.38
ST PAUL PIONEER PRESS	220916	09/20/2023	723569758	JULY ADS - TIF DISCLOSURE 1- 19	27.87
ST PAUL PIONEER PRESS	220916	09/20/2023	723569758	JULY ADS - TIF DISCLOSURE 1- 16	27.87
ST PAUL PIONEER PRESS	220916	09/20/2023	723569758	JULY ADS - TIF DISCLOSURE 1- 15	27.87
ST PAUL PIONEER PRESS	220916	09/20/2023	723569758	JULY ADS - TIF DISCLOSURE 1-8	27.87
ST PAUL PIONEER PRESS	220916	09/20/2023	723569758	JULY ADS - TIF DISCLOSURE 1- 12	27.87
ST PAUL PIONEER PRESS	220916	09/20/2023	723569758	JULY ADS - TIF DISCLOSURE 1- 20	27.86
ST PAUL PIONEER PRESS	220916	09/20/2023	723569758	JULY ADS - TIF DISCLOSURE 1- 17	27.87
ST PAUL PIONEER PRESS	220916	09/20/2023	723569758	JULY ADS - TIF DISCLOSURE 1- 18	27.87
Vendor VEN16141 - ST PAUL PIONEER PRESS Total:					392.98
Vendor: VEN31218 - STANTEC CONSULTING SERVICES INC					
STANTEC CONSULTING SERVI...	16632	09/20/2023	2123158	SUMMERS LANDING 4TH ADDITION 7/1/23-8/4/23	17,062.02

Expense Approval Report

Payment Dates: 9/20/2023 - 10/5/2023

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
STANTEC CONSULTING SERVI...	16632	09/20/2023	2123159	WELL 7 TEMP TREATMENT PLANT 7/1/23-8/4/23	6,817.53
STANTEC CONSULTING SERVI...	16632	09/20/2023	2123160	WELL 2 TEMP TREATMENT PLANT 7/1/23-8/4/23	4,363.06
STANTEC CONSULTING SERVI...	16632	09/20/2023	2123161	GRANGE TRUNK WATER MAIN 7/1/23-8/4/23	1,388.79
STANTEC CONSULTING SERVI...	16632	09/20/2023	2123162	REMOTE SITES SCADA UPGRADE 7/1/23-8/4/23	696.00
STANTEC CONSULTING SERVI...	16632	09/20/2023	2123163	MAINTENANCE FACILITY-ENG SVCS 7/1/23-8/4/23	14,897.50
STANTEC CONSULTING SERVI...	16632	09/20/2023	2123164	LOW ZONE RAW WATER MAIN PHASE 1 7/1/23-8/4/23	581.58
STANTEC CONSULTING SERVI...	16632	09/20/2023	2123165	INTERMED ZONE WATER TREAT PLANT 7/1/23-8/4/23	485.50
STANTEC CONSULTING SERVI...	16632	09/20/2023	2123166	AGGREGATE INDUSTRIES EIS SUPPORT 7/1/23-8/4/23	3,726.50
STANTEC CONSULTING SERVI...	16632	09/20/2023	2123167	105TH ST/100TH ST/IDEAL AVE 7/1/23-8/4/23	127,294.46
STANTEC CONSULTING SERVI...	16632	09/20/2023	2123168	LOW ZONE WTP 7/1/23-8/4/23	80,445.89
STANTEC CONSULTING SERVI...	16632	09/20/2023	2123169	SUMMERS LANDING 5TH ADDITION 7/1/23-8/4/23	4,459.44
STANTEC CONSULTING SERVI...	16632	09/20/2023	2123170	GOODVIEW AVE WATERMAIN EXTEN 7/1/23-8/4/23	255.00
STANTEC CONSULTING SERVI...	16632	09/20/2023	2123171	WELL #13 7/1/23-8/4/23	1,579.00
STANTEC CONSULTING SERVI...	16632	09/20/2023	2123172	SOUTH DISTRICT STREET & UTILITY 7/1/23-8/4/23	38,827.86
STANTEC CONSULTING SERVI...	16632	09/20/2023	2123174	WELL 2 REHABILITATION 7/1/23-8/4/23	494.00
STANTEC CONSULTING SERVI...	16632	09/20/2023	2123175	NATURAL RESOURCE MGMT 2022 7/1/23-8/4/23	455.50
STANTEC CONSULTING SERVI...	16632	09/20/2023	2123176	CALAROSA 5TH ADDITION 7/1/23-8/4/23	111.75
STANTEC CONSULTING SERVI...	16632	09/20/2023	2123177	GRAYMONT VILLAGE 7/1/23-8/4/23	2,473.04
STANTEC CONSULTING SERVI...	16632	09/20/2023	2123178	CALAROSA 3RD ADDITION 7/1/23-8/4/23	324.83
STANTEC CONSULTING SERVI...	16632	09/20/2023	2123181	UTILITY BLDG PM 7/1/23-8/4/23	2,091.00
STANTEC CONSULTING SERVI...	16632	09/20/2023	2123184	3M SETTLEMENT ADMIN 7/1/23-8/4/23	510.00
STANTEC CONSULTING SERVI...	16632	09/20/2023	2123184	PFC ANALYSIS 7/1/23-8/4/23	1,557.00
STANTEC CONSULTING SERVI...	16632	09/20/2023	2123184	GENERAL 7/1/23-8/4/23	1,046.50
STANTEC CONSULTING SERVI...	16632	09/20/2023	2123186	SUMMERS LANDING 3RD ADDITION 7/1/23-8/4/23	16,220.78
Vendor VEN31218 - STANTEC CONSULTING SERVICES INC Total:					328,164.53
Vendor: VEN31202 - SUPERIOR TURF SERVICES, INC					
SUPERIOR TURF SERVICES, INC	220918	09/20/2023	4452	FERTILIZERS / PESTICIDES	1,763.60
Vendor VEN31202 - SUPERIOR TURF SERVICES, INC Total:					1,763.60
Vendor: VEN30107 - SYMBOLARTS, LLC					
SYMBOLARTS, LLC	16634	09/20/2023	472410	POLICE CSO BADGES	342.50
Vendor VEN30107 - SYMBOLARTS, LLC Total:					342.50
Vendor: VEN20035 - T.A. SCHIFSKY & SONS INC					
T.A. SCHIFSKY & SONS INC	220919	09/20/2023	69584	ASPHALT MIX FOR PAVING	12,472.32
T.A. SCHIFSKY & SONS INC	220919	09/20/2023	69584-A	ASPHALT MIX	9,613.59
T.A. SCHIFSKY & SONS INC	220919	09/20/2023	69615	ASPHALT MIX	3,869.25
T.A. SCHIFSKY & SONS INC	220981	09/26/2023	69637	ASPHALT MIX	3,185.68
Vendor VEN20035 - T.A. SCHIFSKY & SONS INC Total:					29,140.84
Vendor: VEN20049 - TENNIS ROLL OFF, L.L.C.					
TENNIS ROLL OFF, L.L.C.	220920	09/20/2023	3692364	30 YD DUMPSTER - PW	241.91
TENNIS ROLL OFF, L.L.C.	220920	09/20/2023	3692364	30 YD DUMPSTER - PW	241.91
TENNIS ROLL OFF, L.L.C.	220920	09/20/2023	3692364	30 YD DUMPSTER - PW	241.91
TENNIS ROLL OFF, L.L.C.	220920	09/20/2023	3692364	30 YD DUMPSTER - PW	241.91

Expense Approval Report

Payment Dates: 9/20/2023 - 10/5/2023

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
TENNIS ROLL OFF, L.L.C.	220920	09/20/2023	3693028	30 YD DUMPSTERS -PW	522.12
TENNIS ROLL OFF, L.L.C.	220920	09/20/2023	3693028	30 YD DUMPSTERS -PW	522.12
TENNIS ROLL OFF, L.L.C.	220920	09/20/2023	3693028	30 YD DUMPSTERS -PW	522.12
TENNIS ROLL OFF, L.L.C.	220920	09/20/2023	3693028	30 YD DUMPSTERS -PW	522.12
Vendor VEN20049 - TENNIS ROLL OFF, L.L.C. Total:					3,056.12
Vendor: VEN20038 - TENNIS SANITATION LLC					
TENNIS SANITATION LLC	220921	09/20/2023	3692579	TRASH SERVICE - ICE ARENA	115.20
Vendor VEN20038 - TENNIS SANITATION LLC Total:					115.20
Vendor: VEN35024 - TERRAFORM POWER LLC					
TERRAFORM POWER LLC	16668	09/26/2023	200100205022	SOLAR PRODUCTION CENTRAL FIRE	1,424.23
Vendor VEN35024 - TERRAFORM POWER LLC Total:					1,424.23
Vendor: VEN32056 - THE COTTAGE GROVE PROFESSIONAL FIREFIGHTERS					
THE COTTAGE GROVE PROFES...	16635	09/20/2023	INV025429	09-21-2023 BIWEEKLY PAYROLL 08/28 - 09/10/23	600.00
Vendor VEN32056 - THE COTTAGE GROVE PROFESSIONAL FIREFIGHTERS Total:					600.00
Vendor: VEN36049 - THE FIRE GROUP INC					
THE FIRE GROUP INC	220922	09/20/2023	8708	SOUTH RINK FIRE SUPPRESSION REPAIR	2,301.50
Vendor VEN36049 - THE FIRE GROUP INC Total:					2,301.50
Vendor: VEN34393 - THE HITCHING COMPANY					
THE HITCHING COMPANY	220923	09/20/2023	20230910	SANTA BRUNCH RIDES	1,602.00
Vendor VEN34393 - THE HITCHING COMPANY Total:					1,602.00
Vendor: VEN33351 - TIME COMMUNICATIONS, INC					
TIME COMMUNICATIONS, INC	220982	09/26/2023	2003-091523	ANSWERING SVC	444.76
Vendor VEN33351 - TIME COMMUNICATIONS, INC Total:					444.76
Vendor: VEN29205 - TOTAL MECHANICAL SERVICES, INC					
TOTAL MECHANICAL SERVICES...	16636	09/20/2023	S6743	NORTH CONDENSER BEARING/BELTS SERVICE	4,027.00
TOTAL MECHANICAL SERVICES...	16669	09/26/2023	PM4914	QUARTERLY HVAC MAINT - 09/01 - 11/30/23	2,172.50
TOTAL MECHANICAL SERVICES...	16669	09/26/2023	S7737	NORTH EXHAUST FAN SERVICE	344.00
Vendor VEN29205 - TOTAL MECHANICAL SERVICES, INC Total:					6,543.50
Vendor: VEN20148 - TOUR EDGE GOLF MFG, INC					
TOUR EDGE GOLF MFG, INC	220924	09/20/2023	IN-01662892	PROSHOP MERCHANDISE	219.50
Vendor VEN20148 - TOUR EDGE GOLF MFG, INC Total:					219.50
Vendor: VEN20030 - TRIO SUPPLY COMPANY					
TRIO SUPPLY COMPANY	16637	09/20/2023	864434	RESTAURANT SUPPLIES/TOWELS/SCRUBBER/TRASH BAGS	22.01
TRIO SUPPLY COMPANY	16637	09/20/2023	864434	RESTAURANT SUPPLIES/TOWELS/SCRUBBER/TRASH BAGS	437.97
Vendor VEN20030 - TRIO SUPPLY COMPANY Total:					459.98
Vendor: VEN20095 - TRI-STATE BOBCAT, INC.					
TRI-STATE BOBCAT, INC.	16670	09/26/2023	A25940	HYDRAULIC HOSE - 8206/36468	100.99
TRI-STATE BOBCAT, INC.	16670	09/26/2023	T41923	WIPER BLADES - 8206/36468	50.50
Vendor VEN20095 - TRI-STATE BOBCAT, INC. Total:					151.49
Vendor: VEN20141 - TYLER TECHNOLOGIES, INC					
TYLER TECHNOLOGIES, INC	220925	09/20/2023	25-435024	ERP PRO ANNUAL MAINTENANCE - 10/1/23 - 09/30/24	31,414.51
Vendor VEN20141 - TYLER TECHNOLOGIES, INC Total:					31,414.51
Vendor: VEN21000 - ULINE					
ULINE	16671	09/26/2023	168065460	CABINET	498.48

Expense Approval Report

Payment Dates: 9/20/2023 - 10/5/2023

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
ULINE	16671	09/26/2023	168065550	HANDGUN EVIDENCE BOX	233.10
Vendor VEN21000 - ULINE Total:					731.58
Vendor: VEN35442 - W.L. HALL COMPANY					
W.L. HALL COMPANY	16638	09/20/2023	12789	RIVER OAKS GOLF COURSE INTERIOR REPAIRS	875.00
Vendor VEN35442 - W.L. HALL COMPANY Total:					875.00
Vendor: VEN23139 - WASHINGTON COUNTY PUBLIC HEALTH & ENVIRONMENT DEPT					
WASHINGTON COUNTY PUBLI...	16672	09/26/2023	20230915	AUGUST 2023 ENVIRONMENTAL CHARGE	345.62
Vendor VEN23139 - WASHINGTON COUNTY PUBLIC HEALTH & ENVIRONMENT DEPT Total:					345.62
Vendor: VEN30136 - WASHINGTON COUNTY PUBLIC SAFETY RADIO					
WASHINGTON COUNTY PUBLI...	220983	09/26/2023	217836	RADIO USER FEES - 3RD QTR JUL-SEP 2023	8,501.70
WASHINGTON COUNTY PUBLI...	220983	09/26/2023	217848	RADIO USER FEES - 3RD QTR JUL-SEP 2023	700.14
WASHINGTON COUNTY PUBLI...	220983	09/26/2023	217848	RADIO USER FEES - 3RD QTR JUL-SEP 2023	3,150.63
WASHINGTON COUNTY PUBLI...	220983	09/26/2023	217848	RADIO USER FEES - 3RD QTR JUL-SEP 2023	3,150.63
Vendor VEN30136 - WASHINGTON COUNTY PUBLIC SAFETY RADIO Total:					15,503.10
Vendor: VEN29141 - WATSON COMPANY INC.					
WATSON COMPANY INC.	16673	09/26/2023	137102	SNACKS FOR CLUBHOUSE	370.58
Vendor VEN29141 - WATSON COMPANY INC. Total:					370.58
Vendor: VEN23122 - WEATHER WATCH INC					
WEATHER WATCH INC	16639	09/20/2023	12300	WEATHER SERVICE - SEPT 2023	220.00
Vendor VEN23122 - WEATHER WATCH INC Total:					220.00
Vendor: VEN35666 - WEX INC					
WEX INC	220926	09/20/2023	91672811	FUEL PURCHASES	140.02
WEX INC	220926	09/20/2023	91672811	FUEL PURCHASES - REBATE CREDIT	-1.50
Vendor VEN35666 - WEX INC Total:					138.52
Vendor: VEN36523 - WILLIAM LONERGAN					
WILLIAM LONERGAN	220927	09/20/2023	20230918	UMPIRE SERVICES	175.00
Vendor VEN36523 - WILLIAM LONERGAN Total:					175.00
Vendor: VEN30736 - WOLD ARCHITECTS AND ENGINEERS, INC					
WOLD ARCHITECTS AND ENGI...	220928	09/20/2023	88361	BILLED THRU 70% OF CONSTRUCTION ADMIN AT GV	6,359.33
WOLD ARCHITECTS AND ENGI...	220928	09/20/2023	88452	PW UTILITY FACILITY	75,406.11
Vendor VEN30736 - WOLD ARCHITECTS AND ENGINEERS, INC Total:					81,765.44
Vendor: VEN24065 - XCEL ENERGY					
XCEL ENERGY	220929	09/20/2023	835754002	6044 IDEN AVE S FEEDPOINT - 06/07 - 07/09/23	16.75
XCEL ENERGY	220929	09/20/2023	839874429	6044 IDEN AVE S FEEDPOINT- 07/09 - 08/07/23	18.89
XCEL ENERGY	220929	09/20/2023	843818121	PSCH ELECTRICITY & GAS 08/06 - 09/05/23	10,250.89
XCEL ENERGY	220929	09/20/2023	843819337	RAVINE PKWY LIGHTS 08/07 - 09/06/23	174.08
XCEL ENERGY	220929	09/20/2023	843913401	80TH/JAMAICA LIGHTS- 08/07 - 09/06/2023	963.49
XCEL ENERGY	220929	09/20/2023	843949659	7863 JEFFERY AVE S FEEDPOINT - 08/07 - 09/06/2023	11.68
XCEL ENERGY	220929	09/20/2023	843962260	6459 JENSEN AVE S FEEDPOINT 08/07 - 09/06/23	83.22
XCEL ENERGY	220929	09/20/2023	843985450	6384 HIGHLAND HILLS CURVE FEEDPOINT 8/07- 9/06/23	9.97
XCEL ENERGY	220929	09/20/2023	844001785	6044 IDEN AVE S FEEDPOINT - 08/07 - 09/06/23	20.21

Expense Approval Report

Payment Dates: 9/20/2023 - 10/5/2023

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
XCEL ENERGY	220929	09/20/2023	844007289	OAKWOOD PARK 08/07 - 09/06/23	73.21
XCEL ENERGY	220929	09/20/2023	844650046	PINE COULEE LIGHTS - 08/06 - 09/05/2023	74.92
XCEL ENERGY	220929	09/20/2023	844686603	LIFT STATION - 08/12 - 09/11/2023	207.58
XCEL ENERGY	220929	09/20/2023	844705583	PRO SHOP - 08/09 - 09/10/2023	844.83
XCEL ENERGY	220929	09/20/2023	844705583	MAINT BLDG - 08/09 - 09/10/2023	259.56
XCEL ENERGY	220929	09/20/2023	844705583	PUMPHOUSE - 08/09 - 09/10/2023	3,277.15
XCEL ENERGY	220929	09/20/2023	844705583	CLUBHOUSE - 08/09 - 09/10/2023	3,627.10
XCEL ENERGY	220929	09/20/2023	844731152	SOUTHPOINT- 08/13 - 09/12/2023	142.11
XCEL ENERGY	220929	09/20/2023	844731948	SEWER LIFT STATION- 8/13- 9/12/23	17.76
XCEL ENERGY	220929	09/20/2023	844751211	BOOSTER BYPASS- 08/13 - 09/12/2023	52.69
XCEL ENERGY	220929	09/20/2023	844757594	8193 GRANGE BLVD UNIT SIREN- 08/13 - 09/12/2023	19.36
XCEL ENERGY	220984	09/26/2023	844771633	8311 60TH ST S UNIT ST LIGHTS 08/13 - 09/12/2023	68.55
XCEL ENERGY	220984	09/26/2023	844780053	9200 GRANADA AVE S FEEDPOINT 08/13 - 09/12/2023	51.67
XCEL ENERGY	220984	09/26/2023	844784824	HERO CENTER ELEC 08/13 - 09/12/23	9,903.89
XCEL ENERGY	220984	09/26/2023	844788180	9750 65TH ST S FEEDPOINT 08/13 - 09/12/2023	82.88
XCEL ENERGY	220984	09/26/2023	844798006	6424 HARKNESS AVE S FEEDPOINT 08/13 - 09/12/2023	47.45
XCEL ENERGY	220984	09/26/2023	844818223	6497 INSPIRE CIR S FEEDPOINT 08/13 - 09/12/2023	42.90
XCEL ENERGY	220929	09/20/2023	844821905	SETTLERS BLUFF LS/10294A GREYSTONE- 8/13- 9/12/23	30.18
XCEL ENERGY	220984	09/26/2023	844825787	8031 80TH ST S FEEDPOINT 08/13 - 09/12/2023	160.10
XCEL ENERGY	220929	09/20/2023	843564141	XCEL STREET LIGHTS- 08/03 - 09/02/23	7,458.76
XCEL ENERGY	220929	09/20/2023	843909241	TRAFFIC SIGNALS 08/07 - 09/06/23	846.68
XCEL ENERGY	220929	09/20/2023	843964003	8503A JENSEN AVE S FEEDPOINT- 08/07 - 09/06/23	102.82
XCEL ENERGY	220984	09/26/2023	844893131	WATER 08/12 - 09/11/2023	52,825.09
XCEL ENERGY	220984	09/26/2023	845103448	ICE ARENA 08/13 - 09/12/2023	25,548.27
XCEL ENERGY	220984	09/26/2023	845192592	GVP PARK BUILDING 08/14 - 09/14/2023	416.67
XCEL ENERGY	220984	09/26/2023	844776758	6490 IDSEN AVE S FEEDPOINT 08/13 - 09/12/2023	122.50
XCEL ENERGY	220984	09/26/2023	844764474	8500 95TH ST S UNIT TRAFFIC SIGNAL- 08/13-09/12/23	78.67
XCEL ENERGY	220984	09/26/2023	844774878	6527 GENEVIEVE TRL FEEDPOINT - 08/13 - 09/12/23	24.04
XCEL ENERGY	220984	09/26/2023	844790281	7064 W PT DOUGLAS RD S FEEDPOINT- 08/13-09/12/23	67.70
XCEL ENERGY	220984	09/26/2023	844927454	GLENDENNING - 08/14 - 09/13/2023	20.07
XCEL ENERGY	220984	09/26/2023	845289424	C/D SIRENS - 08/18 - 09/17/23	45.94
XCEL ENERGY	220984	09/26/2023	845295861	PARK BUILDINGS - 08/7 - 09/06/23	3,236.71
XCEL ENERGY	220984	09/26/2023	845463535	FIRE DEPT - 08/13 - 09/12/23	707.46

Expense Approval Report

Payment Dates: 9/20/2023 - 10/5/2023

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
XCEL ENERGY	220984	09/26/2023	845473674	PUBLIC WORKS- 08/13 - 09/12/23	3,215.30
XCEL ENERGY	220984	09/26/2023	845524604	CENTRAL FIRE - 08/13 - 09/12/23	3,325.84
Vendor VEN24065 - XCEL ENERGY Total:					128,575.59
Vendor: VEN26201 - ZIEGLER INC.					
ZIEGLER INC.	16674	09/26/2023	IN001075779	WHEEL RIM - ERROR IN CHARGING FOR ITEM	2,498.98
ZIEGLER INC.	16674	09/26/2023	CM000166120	CREDIT - INV# IN001075779 ERROR IN CHARGING FOR IT	-2,498.98
ZIEGLER INC.	16674	09/26/2023	SI000384409	RPL ACCUMULATOR - 8207/36484	1,772.57
Vendor VEN26201 - ZIEGLER INC. Total:					1,772.57
Vendor: VEN26003 - ZYWIEC'S LANDSCAPE AND GARDEN CENTER					
ZYWIEC'S LANDSCAPE AND G...	220986	09/26/2023	213803	MIRACLE GRO / KALE	37.59
ZYWIEC'S LANDSCAPE AND G...	220986	09/26/2023	214238	HAY FOR OPEN HOUSE	102.98
Vendor VEN26003 - ZYWIEC'S LANDSCAPE AND GARDEN CENTER Total:					140.57
Grand Total:					2,037,722.93

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	128,054.62
210 - EQUIPMENT REPLACEMENT	767.35
230 - SURFACE WATER MANAGEMENT	8,743.26
235 - SEALCOATING FUND	27,704.78
250 - ICE ARENA	45,283.56
255 - GOLF COURSE SPECIAL REVENUE FUND	47,633.07
265 - CG CONVENTION & VISITORS BUREAU	550.00
285 - ECONOMIC DEVELOPMENT AUTHORITY	6,913.96
286 - ECONOMIC DEVELOPMENT TRUST	41,044.86
290 - HERO CENTER OPERATIONS	11,974.74
320 - TAX INCREMENT - UP NORTH	27.87
455 - 3M SETTLEMENT - MPCA	204,856.62
510 - FUTURE PROJECTS	8,897.09
515 - PARK CAPITAL IMPROVEMENT FUND	25,000.00
520 - MSA CONSTRUCTION	89,975.50
528 - TIF 1-16	27.87
529 - TIF 1-15	27.87
533 - TIF 1-8	307.87
534 - TIF 1-12	27.87
535 - TIF 1-20 NORTHPOINT	27.86
540 - TIF 1-17 Dominion	27.87
542 - TIF 1-18	27.87
560 - PAVEMENT MANAGEMENT	106,302.09
568 - DEVELOPER PETITIONED PROJECTS	37,996.24
570 - PARK TRUST	98,974.94
575 - WATER CONNECT/AREA	1,910.50
580 - SEWER CONNECTION/AREA	16,182.00
585 - STORM CONNECTION/AREA	10,935.00
610 - WATER OPERATING	167,354.95
620 - SEWER OPERATING	299,701.25
630 - STREET LIGHTS	13,581.73
660 - SOUTH WASHINGTON COUNTY AMBUL	19,770.31
700 - SELF INSURANCE	19,862.12
710 - FLEET MAINTENANCE	61,798.99
720 - INFORMATION TECHNOLOGY	44,849.02
810 - DEVELOPER LETTER OF CREDIT	208,346.58
990 - PAYROLL FUND	282,254.85
Grand Total:	2,037,722.93

Account Summary

Account Number	Account Name	Payment Amount
100-00-9100-2034	COBRA INSURANCE	5,291.43
100-04-0200-4341	ADVER/PUBLISH	39.20
100-08-0395-4210	OP SUPPLY-OTHER	1,873.58
100-09-2500-4272	OP SUP-BUILDINGS	812.30
100-09-2500-4305	FEES FOR SERVICE	2,404.05
100-09-2500-4360	UTILITIES	10,250.89
100-09-2500-4370	MAINT-REPAIR/EQ	293.95
100-09-2500-4372	MAINT-REPAIR/BLD	165.44
100-09-2500-4380	RENTAL/LEASE	343.85
100-10-1100-4341	ADVER/PUBLISH	130.83
100-13-1000-2041	SURCHARGE PAYABL	6,521.18
100-13-1000-3519	OTHER CHARGE SVS	-130.42
100-13-1000-4375	CHARGE-FLEET MNT	30.00
100-14-2040-4301	ENGINEERING SVS	4,995.00
100-15-0400-4310	COMMUNICATION	700.14
100-15-0400-4360	UTILITIES	65.30

Account Summary

Account Number	Account Name	Payment Amount
100-21-0500-3537	OUT POLICE EMPL	1,980.00
100-21-0500-3813	SALE OF GOODS	-26,435.44
100-21-0500-4210	OP SUPPLY-OTHER	253.85
100-21-0500-4217	CLOTHING/UNIFORM	379.98
100-21-0500-4280	CAPITAL OUTLAY <\$5,000	7,831.20
100-21-0500-4305	FEES FOR SERVICE	138.44
100-21-0500-4310	COMMUNICATION	8,501.70
100-21-0500-4372	MAINT-REPAIR/BLD	142.50
100-21-0500-4530	MACH & EQUIPMENT	34,044.02
100-23-0450-4217	CLOTHING/UNIFORM	342.50
100-26-0800-4210	OP SUPPLY-OTHER	71.90
100-26-0800-4217	CLOTHING/UNIFORM	2,996.73
100-26-0800-4272	OP SUP-BUILDINGS	379.58
100-26-0800-4305	FEES FOR SERVICE	2,103.72
100-26-0800-4310	COMMUNICATION	3,150.63
100-26-0800-4360	UTILITIES	5,457.53
100-31-1200-4210	OP SUPPLY-OTHER	864.96
100-31-1200-4217	CLOTHING/UNIFORM	204.40
100-31-1200-4271	OP SUP-OTHER IMP	30,821.84
100-31-1200-4300	PROF SERVICES	36.71
100-31-1200-4403	TRAVEL/TRAIN/CON	567.74
100-31-1200-4405	CLEAN/WASTE REMV	764.03
100-35-2005-4210	OP SUPPLY-OTHER	102.98
100-35-2005-4272	OP SUP-BUILDINGS	69.71
100-35-2005-4305	FEES FOR SERVICE	782.88
100-35-2005-4360	UTILITIES	3,215.30
100-35-2005-4372	MAINT-REPAIR/BLD	475.05
100-35-2009-4360	UTILITIES	20.07
100-41-1500-4209	OP SUPPLIES-CLEN	22.36
100-41-1500-4210	OP SUPPLY-OTHER	2,577.71
100-41-1500-4211	MOTOR FUELS	186.00
100-41-1500-4271	OP SUP-OTHER IMP	435.08
100-41-1500-4272	OP SUP-BUILDINGS	1,221.10
100-41-1500-4280	CAPITAL OUTLAY <\$5,000	1,871.00
100-41-1500-4305	FEES FOR SERVICE	1,515.00
100-41-1500-4360	UTILITIES	3,801.51
100-41-1500-4380	RENTAL/LEASE	130.00
100-41-1500-4403	TRAVEL/TRAIN/CON	196.50
100-41-1500-4405	CLEAN/WASTE REMV	2,097.13
100-51-2300-4434	SPECIAL EVENTS	950.00
210-00-9210-4530	MACH & EQUIPMENT	767.35
230-60-3200-4210	OP SUPPLY-OTHER	187.53
230-60-3200-4271	OP SUP-OTHER IMP	2,122.89
230-60-3200-4300	PROF SERVICES	36.71
230-60-3200-4301	ENGINEERING SVS	2,518.50
230-60-3200-4305	FEES FOR SERVICE	3,877.63
235-00-1217-4301	ENGINEERING SVS	382.50
235-00-1217-4550	PROJECT-CONTRACT	27,322.28
250-77-3700-4210	OP SUPPLY-OTHER	316.78
250-77-3700-4211	MOTOR FUELS	625.85
250-77-3700-4270	OP SUP-VEH/EQ	1,407.83
250-77-3700-4300	PROF SERVICES	4,665.30
250-77-3700-4312	3v3 HOCKEY LEAGUE	2,405.00
250-77-3700-4360	UTILITIES	25,548.27
250-77-3700-4370	MAINT-REPAIR/EQ	6,813.63
250-77-3700-4372	MAINT-REPAIR/BLD	3,194.70
250-77-3700-4405	CLEAN/WASTE REMV	115.20
250-77-3700-4434	SPECIAL EVENTS	191.00

Account Summary

Account Number	Account Name	Payment Amount
255-00-9255-1192	OTHER ACCOUNT RECEI...	405.86
255-53-2100-4210	OP SUPPLY-OTHER	258.37
255-53-2100-4305	FEES FOR SERVICE	1,750.00
255-53-2100-4341	ADVER/PUBLISH	1,400.00
255-53-2100-4360	UTILITIES	844.83
255-53-2100-4380	RENTAL/LEASE	7,401.88
255-53-2100-4438	PRO/MISC RESALE	3,043.07
255-55-2105-4210	OP SUPPLY-OTHER	1,390.35
255-55-2105-4216	FERTILIZER/CHEM	1,763.60
255-55-2105-4270	OP SUP-VEH/EQ	2,207.54
255-55-2105-4449	OTHER CONTRACT	37.59
255-55-2110-4360	UTILITIES	3,536.71
255-56-2140-4210	OP SUPPLY-OTHER	1,259.68
255-56-2140-4305	FEES FOR SERVICE	1,431.79
255-56-2140-4360	UTILITIES	3,627.10
255-56-2140-4370	MAINT-REPAIR/EQ	1,241.61
255-56-2140-4380	RENTAL/LEASE	828.35
255-56-2140-4434	SPECIAL EVENTS	1,602.00
255-56-2140-4436	CONCESSION RESAL	7,111.66
255-56-2140-4438	PRO/MISC RESALE	1,897.90
255-56-2140-4439	LIQUOR - RESALE	4,593.18
265-00-1150-4341	ADVER/PUBLISH	550.00
285-12-1135-4210	OP SUPPLY-OTHER	2,332.14
285-12-1135-4301	ENGINEERING SVS	4,457.00
285-12-1135-4403	TRAVEL/TRAIN/CON	124.82
286-00-6700-4551	PROJECT-ENGINEER	41,044.86
290-00-2900-4210	OP SUPPLY-OTHER	498.48
290-00-2900-4305	FEES FOR SERVICE	714.86
290-00-2900-4340	PRINTING	28.11
290-00-2900-4360	UTILITIES	9,903.89
290-00-2900-4372	MAINT-REPAIR/BLD	465.21
290-00-2900-4405	CLEAN/WASTE REMV	364.19
320-00-9320-4341	ADVER/PUBLISH	27.87
455-00-7210-4559	PROJECT-OTHER	510.00
455-00-7221-4551	PROJECT-ENGINEER	80,445.89
455-00-7222-4551	PROJECT-ENGINEER	485.50
455-00-7232-4551	PROJECT-ENGINEER	255.00
455-00-7233-4551	PROJECT-ENGINEER	1,579.00
455-00-7252-4380	RENTAL/LEASE	104,000.00
455-00-7252-4551	PROJECT-ENGINEER	13,231.59
455-00-7252-4559	PROJECT-OTHER	2,379.27
455-00-7255-4551	PROJECT-ENGINEER	581.58
455-00-7260-4551	PROJECT-ENGINEER	1,388.79
510-00-6489-4305	FEES FOR SERVICE	455.50
510-00-6574-4551	PROJECT-ENGINEER	7,774.09
510-00-9510-4301	ENGINEERING SVS	667.50
515-00-9515-4305	FEES FOR SERVICE	25,000.00
520-00-6552-4551	PROJECT-ENGINEER	62,176.00
520-00-6576-4551	PROJECT-ENGINEER	25,438.50
520-00-6577-4551	PROJECT-ENGINEER	2,361.00
528-00-9528-4341	ADVER/PUBLISH	27.87
529-00-9529-4341	ADVER/PUBLISH	27.87
533-00-9533-4300	PROF SERVICES	280.00
533-00-9533-4341	ADVER/PUBLISH	27.87
534-00-9534-4341	ADVER/PUBLISH	27.87
535-00-9535-4341	ADVER/PUBLISH	27.86
540-00-9540-4341	ADVER/PUBLISH	27.87
542-00-9542-4341	ADVER/PUBLISH	27.87

Account Summary

Account Number	Account Name	Payment Amount
560-00-6575-4551	PROJECT-ENGINEER	51,913.00
560-00-6578-4551	PROJECT-ENGINEER	54,389.09
568-00-6625-4551	PROJECT-ENGINEER	37,742.24
568-00-6629-4551	PROJECT-ENGINEER	254.00
570-00-9570-4300	PROF SERVICES	6,359.33
570-00-9570-4301	ENGINEERING SVS	4,308.50
570-00-9570-4550	PROJECT-CONTRACT	88,096.61
570-00-9570-4551	PROJECT-ENGINEER	210.50
575-00-9575-4301	ENGINEERING SVS	1,910.50
580-00-9580-4301	ENGINEERING SVS	16,182.00
585-00-9585-4301	ENGINEERING SVS	10,935.00
610-00-7261-4551	PROJECT-ENGINEER	92,394.61
610-70-3000-4210	OP SUPPLY-OTHER	5,652.50
610-70-3000-4217	CLOTHING/UNIFORM	394.00
610-70-3000-4231	SMALL TOOLS	199.99
610-70-3000-4300	PROF SERVICES	40.50
610-70-3000-4301	ENGINEERING SVS	1,742.50
610-70-3000-4305	FEES FOR SERVICE	480.88
610-70-3000-4360	UTILITIES	52,877.78
610-70-3000-4372	MAINT-REPAIR/BLD	95.00
610-70-3000-4405	CLEAN/WASTE REMV	764.03
610-70-3000-4438	PRO/MISC RESALE	12,713.16
620-00-9620-1191	A/R-UTILITY	45.71
620-00-9620-2042	SAC	79,520.00
620-80-3100-3739	MISC UTIL	-795.20
620-80-3100-4300	PROF SERVICES	40.50
620-80-3100-4360	UTILITIES	255.52
620-80-3100-4363	MWCC SERVICE	220,634.72
630-75-1400-4305	FEES FOR SERVICE	1,031.40
630-75-1400-4360	UTILITIES	931.33
630-75-1400-4361	NSP STREET LIGHT	7,458.76
630-75-1400-4371	MAINT-REPAIR/OTH	1,955.21
630-75-1430-4360	UTILITIES	925.35
630-75-1440-4360	UTILITIES	963.49
630-75-1450-4360	UTILITIES	316.19
660-24-0330-4305	FEES FOR SERVICE	9,971.29
660-24-0600-4210	OP SUPPLY-OTHER	2,918.20
660-24-0600-4217	CLOTHING/UNIFORM	165.38
660-24-0600-4310	COMMUNICATION	3,150.63
660-24-0600-4403	TRAVEL/TRAIN/CON	3,169.81
660-24-9660-1196	ACCTS REC-AMB LIFEQU...	250.00
660-24-9660-1198	ACCTS REC-UNKNOWN ...	145.00
700-00-9700-4146	DISABILITY	5,244.18
700-00-9700-4300	PROF SERVICES	358.00
700-00-9700-4733	CLAIM-NONCITY PR	1,468.23
700-00-9700-4734	AUTO CLAIMS	7,417.49
700-00-9700-4737	MEDICAL DEDUCTIBLE	5,374.22
710-33-1700-4210	OP SUPPLY-OTHER	161.04
710-33-1700-4212	LUB/ADD	681.40
710-33-1700-4217	CLOTHING/UNIFORM	151.97
710-33-1700-4270	OP SUP-VEH/EQ	11,588.40
710-33-1700-4305	FEES FOR SERVICE	70.50
710-33-1700-4370	MAINT-REPAIR/EQ	22,283.09
710-33-1700-4405	CLEAN/WASTE REMV	914.03
710-33-1710-4211	MOTOR FUELS	25,726.06
710-33-1720-4403	TRAVEL/TRAIN/CON	222.50
720-07-0380-4300	PROF SERVICES	3,197.00
720-07-0380-4310	COMMUNICATION	8,757.51

Account Summary

Account Number	Account Name	Payment Amount
720-07-0380-4321	DATA PROCESSING	32,894.51
810-00-8217-2310	DEPOSITS PAYABLE	17,625.00
810-00-9810-2310	DEPOSITS PAYABLE	190,721.58
990-05-9990-2010	PERA	123,872.15
990-05-9990-2032	GROUP INS-WTHHLD	116,245.49
990-05-9990-2033	DENTAL INS-WITH	10,867.06
990-05-9990-2035	LIFE INS-WITHHLD	222.84
990-05-9990-2037	CHILD SUPPORT	36.91
990-05-9990-2038	UNION DUES	600.00
990-05-9990-2043	DEFERRED COMP	29,610.40
990-05-9990-2044	ROTH 457	800.00
Grand Total:		2,037,722.93

Project Account Summary

Project Account Key	Payment Amount
None	1,548,631.06
01-23-001-ESC	2,634.50
01-23-008-ESC	153.00
01-23-009-ESC	3,318.00
01-23-013-ESC	1,483.50
01-23-015-ESC	2,475.00
02-23-005-CON	27,322.28
02-23-005-ENG	382.50
02-23-006-ENG	51,913.00
02-23-010-ENG	2,361.00
02-23-011-ENG	92,394.61
02-24-001-ENG	54,389.09
05-23-007-CON	6,327.50
05-23-007-PRO	6,359.33
23-PD-2345S	17,108.58
23-PD-2351S	16,935.44
7210-00-OTH	510.00
7221-02-ENG	80,445.89
7233-02-ENG	1,579.00
7252-03-ENG	11,674.59
7252-04-ENG	1,557.00
7252-04-OTH	2,379.27
7252-04-REN	104,000.00
7260-02-ENG	1,388.79
Grand Total:	2,037,722.93



City Council Action Request

11.A.

Meeting Date 10/4/2023

Department Administration

Agenda Category Action Item

Title Declare Vacancy - Councilmember Dennis

Staff Recommendation Adopt Resolution 2023-130 accepting Councilmember Dennis' resignation and declaring a vacancy. Approve the appointment process outlined in the memo.

Budget Implication N/A

Attachments	1.	City Council Vacancy Instructions
	2.	2023 Council Application
	3.	Resolution 2023-130 Declaring Vacancy



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

FROM: Tammy Anderson

DATE: October 4, 2023

RE: Declare Vacancy - Councilmember Dennis

Discussion

With Council Member Steve Dennis' resignation, there will be a vacancy on the City Council. Since there are more than 2 years left in Council Member Dennis' term, permanently filling his seat will require a special election. However, the Council is required to appoint someone to fill the seat until the special election can occur, which is recommended for the November 5, 2024 ballot.

For the seat to be filled as soon as possible, it is appropriate for the Council to develop a timeline and appointment procedure. The City Council had vacancies in 2018 and 2021 and in both of these cases the Council employed the application and appointment process. This appointment process was fair, impartial and efficient, as noted below.

The proposed application timeline is as follows:

- Formal resignation creating the vacancy: 10-4-2023
- Applications accepted: 10-5-23 through 11-9-23 (4 PM closing on November 9th, 2023)
- All applications will be forwarded to the Mayor and Council after the application period closes.
- Special Council meeting on 11-15-2023 at 6 PM
 - All applicants will be invited to attend and allowed to make a three minute presentation to the City Council expressing his/her interest and qualifications for the position.
 - After each candidate has been heard, the selection process will begin:

The proposed application process is as follows:

- Round 1 - The Mayor will call for the first paper ballot.
 1. Each Council Member will select up to three (3) candidates by paper ballot.
 2. The City Clerk will read aloud each Council member's choice, identifying the Council Member and his/her choices.

3. Candidates receiving one or more votes will advance to Round 2.
4. The City Clerk will announce the names of the people advancing to Round 2.

- Round 2 - The Mayor will call for the second paper ballot.

1. Each Council Member will select up to two (2) candidates by paper ballot.
2. The City Clerk will read aloud each Council member's choice, identifying the Council Member and his/her choices.
3. Candidates receiving two (2) or more votes will advance to Round 3.
4. The City Clerk will announce the names of the people advancing to Round 3.

- Round 3 - The Mayor will call for the third paper ballot

1. Each Council Member will select one (1) candidate by paper ballot.
2. The City Clerk will read aloud each Council member's choice, identifying the Council Member and his/her choices.
3. Any candidate receiving three (3) or more votes will be considered for appointment.
4. The City Clerk will announce the name of the finalist.

At the December 6, 2023 regular meeting, the Mayor and Council will ratify the selection and the newly appointed Council Member will be sworn into office and take his/her seat at that meeting.

Recommendation

Adopt Resolution 2023-130 accepting Councilmember Dennis' resignation and declaring a vacancy. Approve the appointment process outlined in the memo.

Attachments

1.	City Council Vacancy Instructions
2.	2023 Council Application
3.	Resolution 2023-130 Declaring Vacancy

Cottage Grove City Council Vacancy

With the resignation of Councilmember Steve Dennis, the City Council declared a vacant seat on the City Council effective October 4, 2023. State law stipulates that the Mayor and other three Councilmembers will fill this vacancy by appointment until a special election occurs. The appointee would serve until the results of the November 5, 2024 special election are canvassed.

The Mayor and Council are requesting applications from any Cottage Grove citizens who would be interested in filling this vacancy. Completion of an application along with a letter of interest and resume can be emailed to tanderson@cottagegrovemn.gov or sent to:

Mayor and City Council
Attention: City Clerk
City of Cottage Grove
12800 Ravine Parkway S.
Cottage Grove, MN 55016

All applications will be given 3 minutes to interview before the City Council starting at 6:00 PM on Wednesday, November 15, 2023.

Applications will be received through Thursday, November 9, 2023, at 4:00 PM. For further information please call Jennifer Levitt, City Administrator (651-458-2890) or Tammy Anderson, City Clerk (651-458-2878).

City of Cottage Grove Application for Council Appointment

Thank you for your interest in serving as a member of the Cottage Grove City Council for the next several months. Your response to the following questions will help us to consider you for appointment to the position. Please feel free to add additional pages if necessary.

Name _____

Address _____

Phone Number _____

Email Address _____

1. What is your full-time occupation?

2. List previous service on a governing or decision-making body. Include positions and dates. For example: A Public or Private Board of Directors, Advisory Committee or Commission Member, Fraternal Organization, etc.

3. What community groups or activities have you been involved with? Please include dates and capacity.

4. What experience in your background would contribute positively to this position?

5. Is there anything that could routinely interfere with your ability to attend two regular City Council meetings per month plus special workshops and study sessions? Council regular meetings are held on the first and third Wednesday of each month at 7:00 PM.

6. Have you ever run for office in the past? If so, when and what office?

7. Explain in detail why you are interested in this position.
8. Explain why the City Council should consider appointing you to the position above other candidates.
9. What are some of the major issues facing the City today? Highlight issues and your position.
10. What has the City Council done well and not so well over the past 5 years?
11. Please feel free to tell us anything else about yourself, your education, experiences or other qualifications that you believe would help you to be an effective Council Member for the City.

By signing this application, I swear or affirm that I am qualified under the constitution of the United States and the State of Minnesota to seek public office. I am an eligible voter. I am or will be 21 years of age or older prior to assuming office. I will a resident of the City for at least 30 days before taking office.

Signature _____ Date _____

Please return this form by 4:00 p.m., Thursday, November 9, 2023, to:

City of Cottage Grove
City Clerk's Office
12800 Ravine Parkway S.
Cottage Grove, MN 55016

**CITY OF COTTAGE GROVE
WASHINGTON COUNTY
STATE OF MINNESOTA**

RESOLUTION NO. 2023-130

**RESOLUTION ACCEPTING RESIGNATION OF COUNCILMEMBER STEVE
DENNIS AND DECLARING A VACANCY**

WHEREAS, Councilmember Steve Dennis was duly elected to the Cottage Grove City Council for a term running through 2026; and

WHEREAS, the Cottage Grove City Council has received the resignation of Councilmember Steve Dennis effective October 05, 2023.

NOW, THEREFORE, be it resolved by the City Council of the City of Cottage Grove as follows:

1. The City Council accepts Councilmember Steve Dennis' resignation as described above.
2. The City Council declares that a vacancy exists on the Council effective October 05, 2023; and
3. Pursuant to Minn. Stat. § 412.02, subd. 2a, the Council shall fill the vacancy by appointment.

Passed this 4th day of October 2023.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk