



COTTAGE GROVE CITY COUNCIL

December 20, 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
- 7 Consent Agenda
 - A 2024 Council Meeting Schedule
Staff Recommendation: Approve the 2024 City Council Meeting Schedule.
 - B 2024 City Fee Update
Staff Recommendation: Adopt the ordinance with the proposed fee changes/increases for 2023 effective January 1, 2024.
 - C Business License Renewals
Staff Recommendation: Adopt Resolution 2023-147 authorizing renewal of business licenses for 2024.
 - D Approval of Rental Licenses
Staff Recommendation: Approve the issuance of rental licenses to the properties listed in the attached table.
 - E 2024 Non-Rep Pay Plan & Benefits
Staff Recommendation: Approve Resolution 2023-164 adopting the 2024 Pay Plan and Benefits for employees not covered by a labor contract for the City of Cottage Grove.
 - F Personnel Policy Update
Staff Recommendation: Adopt Resolution 2023-169 approving the updated Annual Leave policy and adding the earned safe and sick time policy to the Personnel Policy.
 - G Health and Dental Insurance Benefits
Staff Recommendation: Approve the Delta Dental of Minnesota Group Dental Plan Risk Contract and the Medica Master Group Contract for 2024. The Delta Dental contract is attached. The Medica Summary of Benefits and Coverage (SBC) is attached. The formal Medica contract will be issued later this month or early next month.
 - H 2024 Part-time Firefighter Pay Plan
Staff Recommendation: Approve Resolution 2023-168 adopting the 2024 Part-time Pay Plan.
 - I Compensation Study
Staff Recommendation: Approve the proposal for Paypoint HR to conduct a compensation study in 2024 in the amount of \$30,000.00.

- J Public Purpose Expenditure Policy
Staff Recommendation: Adopt Resolution 2023-167 approving the public purpose expenditure policy for 2024 as presented.
- K Accept Donation-Pancetral CGC Holdings LLC
Staff Recommendation: Approve Resolution 2023-165, accepting a donation from Pancetral CGC Holdings LLC
- L Funds Transfer
Staff Recommendation: Approve Resolution 2023-166, authorizing the transfer of funds from the ED Trust Fund (286) to the EDA Fund (285)
- M Service Agreement for Granada and West Draw Playground Installation
Staff Recommendation: 1. Authorize purchase of Granada Park playground equipment for the amount of \$59,925. 2. Authorize purchase of West Draw playground equipment for the amount of \$53,832. 3. Authorize a service agreement with Michael Basich, Inc. for the installation of playground equipment at Granada and West Draw Parks for the amount of \$37,476.
- N Glacial Valley Park Building - Change Order #3
Staff Recommendation: Approve Glacial Valley Park change order request in the amount of \$13,318.48
- O Glacial Valley Park Ice Rink Board System Service Agreement Amendment
Staff Recommendation: Authorize service agreement amendment with Becker Arena Products for the production and installation of acrylic glass and protective netting at Glacial Valley Park ice rink for the amount of \$45,439.00.
- P Final Payment – Summers Landing 3rd and 4th Additions Final Streets
Staff Recommendation: Adopt Resolution 2023-170 approving the final payment of \$19,104.91 for the Summers Landing 3rd and 4th Additions Final Streets Project.
- Q Deputy Fire Chief Appointment
Staff Recommendation: Approve the appointment of Nicholas Arrigoni to the position of Deputy Fire Chief, effective Monday, March 25, 2024.
- 8 Approve Disbursements
 - A Payments for the period of November 30, 2023, through December 13, 2023.
- 9 Public Hearings
- 10 Bid Awards
- 11 Regular Agenda
 - A Commission and Committee Appointments
Staff Recommendation: Approve the 2024 Commission and Committee Appointments.
- 12 Council Comments and Requests
- 13 Workshops - Open to Public
- 14 Workshops - Closed to Public
- 15 Adjournment



City Council Action Request

7.A.

Meeting Date	12/20/2023
Department	Administration
Agenda Category	Action Item
Title	2024 Council Meeting Schedule
Staff Recommendation	Approve the 2024 City Council Meeting Schedule.
Budget Implication	N/A
Attachments	None



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

FROM: Tammy Anderson

DATE: December 20, 2023

RE: 2024 Council Meeting Schedule

Discussion

The City Council regular meetings are held on the first and third Wednesday of each month. In addition to the regular meeting schedule, the City Council schedules a few other meetings and workshop sessions.

For 2024, it is recommended the City Council schedule the following meetings:

Regular Meetings - 7:00 PM

January 3, 2024 and January 17, 2024
February 7, 2024 and February 21, 2024
March 6, 2024 and March 20, 2024
April 3, 2024 and April 17, 2024
May 1, 2024 and May 15, 2024
June 5, 2024 and June 26, 2024
July 17, 2024
August 7, 2024 and August 21, 2024
September 4, 2024 and September 18, 2024
October 2, 2024 and October 16, 2024
November 6, 2024 and November 20, 2024
December 4, 2024 and December 18, 2024

Strategic Planning Workshop

January 6, 2024

Joint Meeting with City of Woodbury

May 29, 2024

Special Budget Workshops - 6:00 PM

July 24, 2024
July 31, 2024

Cancel the Regularly Scheduled Meeting

June 19, 2024
July 3, 2024

Recommendation

Approve the 2024 City Council Meeting Schedule.

Attachments

None



City Council Action Request

7.B.

Meeting Date 12/20/2023

Department Administration

Agenda Category Action Item

Title 2024 City Fee Update

Staff Recommendation Adopt the ordinance with the proposed fee changes/increases for 2023 effective January 1, 2024.

Budget Implication

Attachments

1.	2024 Proposed Fee's (Council)
2.	Fee Ordinance 2024



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

FROM: Tammy Anderson

DATE: December 20, 2023

RE: 2024 City Fee Update

Discussion

The City Council is asked to consider approving the attached ordinance establishing fees.

Administration

Administration fees will not increase in 2024. Staff have compared Cottage Grove's fees to those of neighboring communities and Cottage Grove falls in the median.

General Services

An administrative fee for conduit debt was added to the fee table under the finance section of General Services. This fee is for the actual cost of consultant services to ensure the City does not incur any costs associated with a third party obligator.

Community Development

The primary justification for the proposed fee changes related to building permits and inspection is based on service cost recovery due to inflationary factors such as IT services, fleet, and fuel. An additional PUD (Planned Unit Development) fee has been added to support the development application requesting a PUD given the application request requires additional staff review time.

Parks and Recreation

All fees for the Parks and Recreation Department were adjusted based on direction from the Council during the budget review. Increased revenues will be used to recover costs of additional staffing needs and growing operational costs (rising consumer prices). Specific emphasis was placed on raising facility/event rental fees and program fees. Staff also compared rates to other metro city comparables to assure our rates are in line with the market. The most substantial increases were with non-resident facility rentals and Supervised Playground programs as discussed in budget meetings with the budget team and City Council.

Ice Arena rental increases maintain Cottage Grove at or near the median level of comparable metro facilities. Increased fees help to offset increasing operational expenses and the addition of a 0.5 FTE position to support service needs.

River Oaks fee increases are scheduled to produce sufficient revenue for irrigation system bond payments. Rate increases are in line with the business plan and comparable facilities in the market.

Public Safety

Public Safety has added a \$200 animal administrative hearing fee for dangerous/potentially dangerous dogs. This fee will help to recoup the cost of the hearing officer and administrative support. It is proposed to change the cost of Police and Fire Reports from a rate of \$0.25/page to a rate of \$1/page (10 pages). This is in line with the fees charged in neighboring communities. Lastly, law enforcement/police officer service charges increased from \$110 to \$120 to follow the fees outlined in the contract.

EMS/Medical Services - Ambulance

Public Safety collaborated with our ambulance billing team to compare rates to comparable services and determined the ALS/BLS transport rates should increase by 3% to align with current standard rates. In addition, fees for mileage, non-resident fees, and special services EMS charges will also increase by 3% to cover increased operating costs.

Area Charges, Connection Fees, Public Works Labor and Equipment Rates

The cost of trunk utility infrastructure within the City is funded by a combination of area charges and connection fees for sanitary sewer, watermain, and storm sewer. The area charges are determined on a per acre basis as development occurs. These charges are calculated in our comprehensive plans for water, sewer, and storm, and are determined based on the actual cost to build out our trunk utility system. Depending on what area of the city a development is in, the area charges will vary based on the cost of providing utility service.

Due to inflation and increases in construction pricing across all industries, staff are proposing a 3% increase in area charges and connection fees in 2024. If these fees do not remain in line with current construction pricing, the City will have insufficient funds to implement comprehensive plans for each utility. As our comprehensive utility plans were updated over the past year, new area charges have been determined for areas that will soon develop. Below are the two areas:

- East Ravine – Area generally east of Keats Ave, and west of the East Ravine.
- Utility Staging Area 2 – This area includes the Shoppes at Cottage View, and the 3M land that will be developable once the 100th Street realignment is completed.

In addition to these two new areas, additions were made to the South District Area Charges, which were first implemented last year. This included adding an area charge for storm sewer, based on the cost to fully construct a trunk storm sewer pipe to serve the area. It is important to calculate these area charges now, so potential developers will have a true understanding of the cost of developing a given area.

A 3% increase was also applied to Public Works labor and equipment rates, based on inflation and a 3% COLA that is included in the 2024 budget.

Streetlighting, Sign Materials, and Water Meters

Included in the fee table are charges for streetlighting, sign materials, and water meters.

These fees are charged out in various situations, such as supplying streetlights to a new development, replacing a sign that was damaged in an accident, or selling water meters for new homes. The fees are intended to recoup costs related to the materials the City has on hand to use in these situations. The City has received proposed 2024 pricing from its various suppliers, and the fee table has been updated accordingly to reflect these new costs.

Utility Rates

Water and sewer are increasing by 3% and 5% respectively in accordance with the Utility Rate Study that was completed in 2022. The Storm Water is increasing by 3% per the Storm Water rate study that was completed in 2021. The streetlight rates are increasing by 8% in order to fund high operating and replacement costs. All utility rate increases are necessary to fund current operating costs.

Recommendation

Adopt the ordinance with the proposed fee changes/increases for 2023 effective January 1, 2024.

Attachments

1.	2024 Proposed Fee's (Council)
2.	Fee Ordinance 2024

Category	Subcategory	Item	Tier	2023 Fee	2024 Proposed Fee's
Ambulance	Advanced Life Support	Stand-By (Paramedic without Ambulance)		\$75.00 per Hour	\$75.00 per Hour
	Advanced Life Support	Stand-By (EMT and Paramedic with Ambulance)		\$200.00 per Hour	\$200.00 per Hour
		Treatment without Transport (includes all medication administration, oxygen administration, ETCO2 monitoring, ultrasound, ECG monitoring (including 12 lead EKG))		\$500.00	\$500.00
	Advanced Life Support	Treatment and Transport - Tier 1		\$2,400.00	\$2,500.00
	Advanced Life Support	Treatment and Transport - Tier 2		\$2,700.00	\$2,800.00
	Basic Life Support	Stand-By (EMT without Ambulance)		\$50.00 per Hour	\$50.00 per Hour
	Basic Life Support	Stand-By (2 EMTs with Ambulance)		\$150.00 per Hour	\$150.00 per Hour
		Evaluation without Transport (includes assessment, vital signs (including pulse oximetry), blood glucose measurement, basic bandaging, band-aid, basic wound care, splinting or carbon monoxide monitoring)			
	Basic Life Support		No Charge Resident; \$500 Non Resident		No Charge Resident; \$500 Non Resident
	Basic Life Support	Treatment and Transport		\$1,900.00	\$2,000.00
	Other	Mileage Charge (Per Loaded Mile From City Limits)		\$32.00	\$33.00
	Other	Non-Resident Fee		\$200.00	\$210.00
	Other	Special Services EMS Charge		\$400.00	\$410.00
Animal	Impound	City-Ordered, Administrative Fee		\$10.00 Administrative Fee	Actual Cost Incurred by Impound Facility
	Impound	City-Ordered, Facility Fee		Actual Fee Paid to Impound Facility for Boarding, Care and/or Disposal of Animal	Actual Cost Incurred by Impound Facility
	Other	Administrative hearing fee, dangerous/potentially dangerous dog			\$200.00
	Licenses	Dog/Cat, Duplicate Tag		\$5.00 Each	\$5.00 Each
	Licenses	Dog/Cat, Multiple Animal		\$100.00 per Calendar Year	\$100.00 per Calendar Year
	Licenses	Dog/Cat, Non-Spayed/Non-Neutered (1 Calendar Year)		\$20.00 Renewal	\$20.00 Renewal
	Licenses	Dog/Cat, Non-Spayed/Non-Neutered (Lifetime License)		\$75.00	\$75.00
	Licenses	Dog/Cat, Spayed/Neutered (1 Calendar Year)		\$15.00 Renewal	\$15.00 Renewal
	Licenses	Dog/Cat, Spayed/Neutered (No Micro-chip Lifetime License)		\$60.00	\$60.00
	Licenses	Dog/Cat, Spayed/Neutered (Micro-chipped Lifetime License)		\$50.00	\$50.00
	Licenses	Kennel, Commercial		\$50.00 per Year	\$50.00 per Year
	Licenses	Goats, Temporary Keeping of, Vegetation Management		\$50.00 per Calendar Year	\$50.00 per Calendar Year
	Registrations	Dog, Potentially Dangerous		\$60.00 Spayed/Neutered; \$65.00 Non-Spayed/Non-Neutered per Calendar Year	\$60.00 Spayed/Neutered; \$65.00 Non-Spayed/Non-Neutered per Calendar Year
	Registrations	Dog, Dangerous		\$100.00 Spayed/Neutered; \$105.00 Non-Spayed/Non-Neutered per Calendar Year	\$100.00 Spayed/Neutered; \$105.00 Non-Spayed/Non-Neutered per Calendar Year
Development	Area Charges, Commercial/Industrial	Sanitary Sewer, Remainder of City		\$2,280.00 per acre	\$2,345.00 per acre
	Area Charges, Commercial/Industrial	Sanitary Sewer, South District Lower		\$12,000.00	\$13,120.00 per acre
	Area Charges, Commercial/Industrial	Sanitary Sewer, South District Upper		\$4,520.00	\$4,940.00 per acre
	Area Charges, Commercial/Industrial	Storm Water Facilities, Remainder of City		\$10,960.00 per acre	\$11,285.00 per acre
	Area Charges, Commercial/Industrial	Storm Water Facilities, West Draw		\$12,210.00 per acre	\$12,575.00 per acre
	Area Charges, Commercial/Industrial	Waterworks		\$3,590.00 per acre	\$7,260.00 per acre
	Area Charges, Residential	Sanitary Sewer, Remainder of City		\$1,620.00 per acre	\$1,670.00 per acre
	Area Charges, Residential	Sanitary Sewer, South District Lower		\$8,510.00 per acre	\$9,300.00 per acre
	Area Charges, Residential	Sanitary Sewer, South District Upper		\$3,210.00 per acre	\$3,510.00 per acre
	Area Charges, Residential	Sanitary Sewer, Upper Ravine		\$8,320.00 per acre	\$8,570.00 per acre
	Area Charges, Residential	Sanitary Sewer, West Draw Area 1		\$2,030.00 per acre	\$2,090.00 per acre
	Area Charges, Residential	Sanitary Sewer, West Draw Area 2		\$3,350.00 per acre	\$3,450.00 per acre
	Area Charges, Residential	Sanitary Sewer, Utility Staging Area 2			\$7,000.00 per acre
	Area Charges, Commercial/Industrial	Sanitary Sewer, Utility Staging Area 2			\$9,870.00 per acre
	Area Charges, Commercial/Industrial	Storm Water Facilities, East Ravine			\$13,210.00 per acre
	Area Charges, Commercial/Industrial	Storm Water Facilities, South District			\$13,020.00 per acre
	Area Charges, Residential	Storm Water Facilities, Remainder of City - Ag Developed		\$7,850.00 per acre	\$8,090.00 per acre
	Area Charges, Residential	Storm Water Facilities, Remainder of City - Estate		\$5,470.00 per acre	\$5,630.00 per acre
	Area Charges, Residential	Storm Water Facilities, Remainder of City - High Density		\$10,960.00 per acre	\$11,290.00 per acre
	Area Charges, Residential	Storm Water Facilities, Remainder of City - Medium Density		\$9,140.00 per acre	\$9,410.00 per acre
	Area Charges, Residential	Storm Water Facilities, Remainder of City - Single Family		\$7,500.00 per acre	\$7,730.00 per acre
	Area Charges, Residential	Storm Water Facilities, SW Drainage Area - Multi Family		\$10,760.00 per acre	\$11,080.00 per acre
	Area Charges, Residential	Storm Water Facilities, SW Drainage Area - Single Family		\$8,220.00 per acre	\$8,470.00 per acre
	Area Charges, Residential	Storm Water Facilities, Upper Ravine - Multi Family		\$5,730.00 per acre	\$5,900.00 per acre
	Area Charges, Residential	Storm Water Facilities, Upper Ravine - Single Family		\$4,850.00 per acre	\$5,000.00 per acre
	Area Charges, Residential	Storm Water Facilities, West Draw - Ag Developed		\$8,750.00 per acre	\$9,010.00 per acre
	Area Charges, Residential	Storm Water Facilities, West Draw - Estate		\$6,110.00 per acre	\$6,290.00 per acre
	Area Charges, Residential	Storm Water Facilities, West Draw - High Density		\$12,210.00 per acre	\$12,580.00 per acre
	Area Charges, Residential	Storm Water Facilities, West Draw - Medium Density		\$10,180.00 per acre	\$10,490.00 per acre
	Area Charges, Residential	Storm Water Facilities, West Draw - Single Family		\$8,140.00 per acre	\$8,380.00 per acre
	Area Charges, Residential	Storm Water Facilities, South District - High Density			\$13,020.00 per acre

Category	Subcategory	Item	Tier	2023 Fee	2024 Proposed Fee's
	Area Charges, Residential	Storm Water Facilities, South District - Medium Density			\$10,880.00 per acre
	Area Charges, Residential	Storm Water Facilities, South District - Single Family			\$8,920.00 per acre
	Area Charges, Residential	Storm Water Facilities, East Ravine - High Density			\$13,210.00 per acre
	Area Charges, Residential	Storm Water Facilities, East Ravine - Medium Density			\$11,030.00 per acre
	Area Charges, Residential	Storm Water Facilities, East Ravine - Single Family			\$9,040.00 per acre
	Area Charges, Residential	Water Works, Remainder of City		\$2,840.00 per acre	\$5,850.00 per acre
	Area Charges, Residential	Water Works, Upper Ravine		\$3,600.00 per acre	Remove from fee table
	Area Charges, Residential	Water Works, West Draw Area 1 & 2		\$3,840.00 per acre	Remove from fee table
	Connection Fees, Commercial/Industrial	Sanitary Sewer		\$1,480.00 per acre	\$1,520.00 per acre
	Connection Fees, Commercial/Industrial	Water Works		\$2,680.00 per acre	\$2,250.00 per are
	Connection Fees, Residential	Sanitary Sewer, Entire City		\$390.00 per acre	\$400.00 per unit
	Connection Fees, Residential	Water Works, Entire City		\$1,270.00 per acre	\$320.00 per unit
Engineering		Telecommunication Facilities Lease (Escrow Fee and Contract Required; Tenant Responsible for Additional Consulting, Planning or Building Permit Fees)	Grange Water Tower (H10' X W10' X D24" Maximum Area)	\$45,000/Year with 4% Annual Lease Rate Escalator (Leased Space in Excess of Maximum Area Prorated)	\$46,350/Year with 4% Annual Lease Rate Escalator (Leased Space in Excess of Maximum Area Prorated)
Engineering		Telecommunication Facilities Lease (Escrow Fee and Contract Required; Tenant Responsible for Additional Consulting, Planning or Building Permit Fees)	Meadowgrass Water Tower (H10' X W12' X D32" Maximum Area)	\$45,000/Year with 4% Annual Lease Rate Escalator (Leased Space in Excess of Maximum Area Prorated)	\$46,350/Year with 4% Annual Lease Rate Escalator (Leased Space in Excess of Maximum Area Prorated)
Engineering		Telecommunication Facilities Lease (Escrow Fee and Contract Required; Tenant Responsible for Additional Consulting, Planning or Building Permit Fees)	Inwood Water Tower (H10' X W12' X D32" Maximum Area)	\$45,000/Year with 4% Annual Lease Rate Escalator (Leased Space in Excess of Maximum Area Prorated)	\$46,350/Year with 4% Annual Lease Rate Escalator (Leased Space in Excess of Maximum Area Prorated)
Engineering		Telecommunication Facilities Lease (Escrow Fee and Contract Required; Tenant Responsible for Additional Consulting, Planning or Building Permit Fees)	Innsdale Water Tower (H10' X W12' X D32" Maximum Area)	\$45,000/Year with 4% Annual Lease Rate Escalator (Leased Space in Excess of Maximum Area Prorated)	\$46,350/Year with 4% Annual Lease Rate Escalator (Leased Space in Excess of Maximum Area Prorated)
Engineering		Telecommunication Facilities Lease (Escrow Fee and Contract Required; Tenant Responsible for Additional Consulting, Planning or Building Permit Fees)	92nd Street Water Tower (H10' X W12' X D32" Maximum Area)	\$45,000/Year with 4% Annual Lease Rate Escalator (Leased Space in Excess of Maximum Area Prorated)	\$46,350/Year with 4% Annual Lease Rate Escalator (Leased Space in Excess of Maximum Area Prorated)
Engineering		Telecommunication Facilities Lease (Generator Fee)			\$6000/per year per generator with a 3% Annual Lease Rate Escalator
Engineering		Telecommunication Facilities Escrow Fee		\$10,000.00	\$10,000.00
Engineering		City Concept Review, Public Improvement (Private Developer)		1.0%	1.0%
Engineering		City Design Escrow, Public Improvement (Private Developer, Public Design)		5.0%	5.0%
Engineering		City Engineering Administration Fee, Public Improvement (Private Developer)		2.0%	2.0%
Engineering		City Engineering Administration Fee, Public Project		4.0%	4.0%
Engineering		City Inspection Escrow, Public Improvement (Private Developer, Private Design) - \$0 - \$1 million project valuation		6%	6%
Engineering		City Inspection Escrow, Public Improvement (Private Developer, Private Design) - Project valuation greater than \$1 million		5%	5%
Engineering		City Inspection/Testing Escrow, Public Improvement (Private Developer, Public Design)		10.0%	10.0%
Engineering		Hourly Rate for Engineering and Staff Time		Actual cost	Actual cost
Engineering		Plan Review Escrow, Public Improvement (Private Developer, Private Design) - Project valuation greater than \$1 million		2%	2%
Engineering		Plan Review Escrow, Public Improvement (Private Developer, Private Design) - \$0 - \$1 million project valuation		2.5%	2.5%
Engineering		Private Commercial Site Improvements - \$0 - \$100, 000 Valuation		\$300.00 Base Fee for Up To The First \$20,000 Site Improvement Valuation; \$13.00 per Additional \$1,000 Site	\$300.00 Base Fee for Up To The First \$20,000 Site Improvement Valuation; \$13.00 per Additional \$1,000 Site Improvement
Engineering		Private Commercial Site Improvements - \$500,001 - \$1,000,000 Valuation		\$4,300.00 Base Fee for First \$500,000 Site Improvement Valuation; \$5.00 per Additional \$1,000 Site Improvement	\$4,300.00 Base Fee for First \$500,000 Site Improvement Valuation; \$5.00 per Additional \$1,000 Site Improvement Valuation
Engineering		Private Commercial Site Improvements - Greater than \$1,000,000 valuation		\$6,600.00 Base Fee for First \$1,000,000 Site Improvement Valuation; \$4.5 per Additional \$1,000 Site Improvement	\$6,600.00 Base Fee for First \$1,000,000 Site Improvement Valuation; \$4.5 per Additional \$1,000 Site Improvement Valuation
Engineering		Private Commercial Site Improvements \$100, 001 - \$500,000 Valuation		\$1,300.00 Base Fee for First \$100,000 Site Improvement Valuation; 8.00 per Additional \$1,000 Site Improvement Valuation	\$1,300.00 Base Fee for First \$100,000 Site Improvement Valuation; 8.00 per Additional \$1,000 Site Improvement Valuation
Miscellaneous		Business Park AUAR		\$111 per Acre	\$111 per Acre
Miscellaneous		Administrative Use Permit, Commerical		\$515.00 plus \$5,000.00 Escrow	\$515.00 plus \$5,000.00 Escrow
Miscellaneous		Administrative use Permit, Residential		\$515.00 plus \$1,000.00 Escrow	\$515.00 plus \$1,000.00 Escrow
Miscellaneous		Agricultural Preservation Documentation Processing		\$100.00	\$100.00
Miscellaneous		Business Subsidy Application		\$10,000.00 Escrow (Unused Escrow	\$10,000.00 Escrow (Unused Escrow Amount
Miscellaneous		Comprehensive Plan		\$50.00 paper copy/\$10 digital	\$50.00 paper copy/\$10 digital
Miscellaneous		Comprehensive Plan Amendment, Map or Text		\$620.00 + \$55.00 GIS Fee + \$2,500.00 Escrow	\$620.00 + \$55.00 GIS Fee + \$2,500.00 Escrow
Miscellaneous		Concept Plan Review		\$1,030.00 plus \$20.00 per Acre; \$1,000.00	\$1,030.00 plus \$20.00 per Acre; \$1,000.00
Miscellaneous		Conditional Use Permit, Commercial		\$515.00 plus \$5,000.00 Escrow	\$515.00 plus \$5,000.00 Escrow
Miscellaneous		Conditional Use Permit, Interim		\$515.00 Annually	\$515.00 Annually
Miscellaneous		Conditional Use Permit, Residential		\$515.00 plus \$1,000.00 Escrow	\$515.00 plus \$1,000.00 Escrow
Miscellaneous		East Ravine AUAR Charge		\$120.00 per Acre	\$120.00 per Acre
Miscellaneous		Environmental Assessment Worksheet		\$620.00 plus Actual Costs	\$620.00 plus Actual Costs
Miscellaneous		Financial Guarantee, Escrow for Subdivision Improvements		Public Improvements – 125% of Estimated Cost. Boulevard, Landscaping Improvements - 150% of Estimated Cost.	Public Improvements – 125% of Estimated Cost. Boulevard, Landscaping Improvements - 150% of Estimated Cost.
Miscellaneous		Historic Preservation Delisting		\$515.00	\$515.00
Miscellaneous		Historic Preservation Designation		\$515.00	\$515.00
Miscellaneous		Lot Grading and Corner Lot Pin Compliance Escrow		\$1,000.00 per Lot	\$1,000.00 per Lot
Miscellaneous		Metropolitan Council SAC Charge		\$2,485.00 per Unit for Applicable 2023	\$2,485.00 per Unit for Applicable 2023
Miscellaneous		Mining, Annual Inspection and Review		\$2,060.00	\$2,060.00
Miscellaneous		Mining, Permit Removal per Occurrence		Under 100,000 tons \$250.00. Over 100,000	Under 100,000 tons \$250.00. Over 100,000
Miscellaneous		Natural Resources Inventory		\$70.00 per Paper Copy	\$70.00 per Paper Copy
Miscellaneous		Off-Site Stormwater Ponding Fee		Reference City Stormwater Management	Reference City Stormwater Management

Category	Subcategory	Item	Tier	2023 Fees	2024 Proposed Fees
Fines	Miscellaneous	Park Land Dedication, Commercial	Land Only	Minimum of 10% of the Buildable Land within the Development.	Minimum of 10% of the Buildable Land within the Development.
	Miscellaneous	Park Land Dedication, Commercial	Cash in Lieu of	Estimated \$7,800.00 Per Acre or 4% of the Fair Market Value, whichever is greater.	Estimated \$8,100.00 Per Acre or 4% of the Fair Market Value, whichever is greater.
	Miscellaneous	Park Land Dedication, Industrial	Cash Only	\$7,800.00 Per Acre or 4% of the Fair Market Value, whichever is greater.	\$8,100.00
	Miscellaneous	Park Land Dedication, Residential	Land Only	Minimum of 10% of the Buildable Land within the Development.	Minimum of 10% of the Buildable Land within the Development.
	Miscellaneous	Park Land Dedication, Residential	Cash in Lieu of (Single Family)	\$4,400.00 Per Unit or 10% of the Fair Market Value, whichever is greater.	\$4,600.00 Per Unit or 10% of the Fair Market Value, whichever is greater.
	Miscellaneous	Park Land Dedication, Residential	Cash in Lieu of (Quad Buildings)	\$3,400.00 Per Unit or 10% of the Fair Market Value, whichever is greater.	\$3,300.00 Per Unit or 10% of the Fair Market Value, whichever is greater.
	Miscellaneous	Park Land Dedication, Residential	Cash in Lieu of (Townhome)	\$3,400.00 Per Unit or 10% of the Fair Market Value, whichever is greater.	\$3,300.00 Per Unit or 10% of the Fair Market Value, whichever is greater.
	Miscellaneous	Park Land Dedication, Residential	Cash in Lieu of (Multi-Family (Apartments, Condos, Independent Senior Living))	\$1,800.00 Per Unit or 10% of the Fair Market Value, whichever is greater.	\$1,900.00 Per Unit or 10% of the Fair Market Value, whichever is greater.
	Miscellaneous	Park Land Dedication, Residential	Cash in Lieu of (Multi-Family, Assisted Living (Skilled Care, Memory Care))	\$7,800.00 Per Unit or 10% of the Fair Market Value, whichever is greater.	\$8,100.00 Per Acre or 10% of the Fair Market Value, whichever is greater.
	Miscellaneous	Plat, Final		\$310.00 + \$100.00/acre + \$5,000.00	\$310.00 + \$100.00/acre + \$5,000.00 Escrow
	Miscellaneous	Plat, Preliminary		\$515.00 + \$50.00 per Lot/Unit + \$5,000.00	\$515.00 + \$50.00 per Lot/Unit + \$5,000.00
	Miscellaneous	Public ROW and Easement Vacations		\$310.00	\$310.00
	Miscellaneous	PUD (Planned Unit Development)			\$615 plus \$2,000 Escrow
	Miscellaneous	Re-addressing		\$100.00	\$100.00
	Miscellaneous	Sealcoating, Street, New Subdivison		\$1.25 per Square Yard	\$1.25 per Square Yard
	Miscellaneous	Sealcoating, Trails		\$2.50 per Square Yard	\$2.50 per Square Yard
	Miscellaneous	Sign Ordinance		\$15.00 per Paper Copy / \$10 Digital	\$15.00 per Paper Copy / \$10 Digital Format
	Miscellaneous	Signs, Illegal, Return of		\$10.00 per sign	\$10.00 per sign
	Miscellaneous	Site Plan		\$415.00 plus \$5,000.00 Escrow	\$415.00 plus \$5,000.00 Escrow
	Miscellaneous	Sketch Plan Review		\$155.00 plus \$500.00 Escrow	\$155.00 plus \$500.00 Escrow
	Miscellaneous	Street Lighting - New Developments		\$2.83/Lot/Month for 24 Months	\$5.85/Lot/Month for 24 Months
	Miscellaneous	Street Renaming		\$200.00 plus sign material and labor for	\$200.00 plus sign material and labor for
	Miscellaneous	Subdivision, Minor		\$310.00 plus \$2,000 Escrow	\$310.00 plus \$2,000 Escrow
	Miscellaneous	Tree Mitigation	Replacement Trees	Reference Title 11-3-13	Reference Title 11-3-14
	Miscellaneous	Tree Mitigation	Cash In Lieu of	\$150.00 per Required Replacement Inch	\$150.00 per Required Replacement Inch per
	Miscellaneous	Variance, Post-Construction		\$875.00	\$875.00
	Miscellaneous	Variance, Pre-Construction		\$255.00	\$255.00
	Miscellaneous	Zoning Amendment, Text or Map		\$615.00 plus \$2,000.00 Escrow	\$615.00 plus \$2,000.00 Escrow
	Miscellaneous	Zoning Appeal		\$260.00	\$260.00
	Miscellaneous	Zoning Letter		\$75.00	\$75.00
	Miscellaneous	Zoning Ordinance		\$30.00 per Paper Copy / \$10 Digital Format	\$30.00 per Paper Copy / \$10 Digital Format
	Miscellaneous	Park and Open Space Identification Markers		Park and Open Space Identification	\$175/post
Fines	Code Enforcement	Weeds, Tall, Abatement	1st Violation in 12-Month Period	\$55.00 plus Actual Cost	\$55.00 plus Actual Cost
	Code Enforcement	Weeds, Tall, Abatement	2nd Violation in 12-Month Period	\$105.00 plus Actual Cost	\$105.00 plus Actual Cost
	Code Enforcement	Weeds, Tall, Abatement	3rd Violation in 12-Month Period	\$205.00 plus Actual Cost	\$205.00 plus Actual Cost
	License	False Alarms, Commercial (0-4)		No charge	No charge
	License	False Alarms, Commercial (5-6)		\$75.00 Each	\$75.00 Each
	License	False Alarms, Commercial (7-9)		\$150.00 Each	\$150.00 Each
	License	False Alarms, Commercial (10+)		\$300.00 Each	\$300.00 Each
	License	Liquor, Underage Sale	1st Violation in a 24-Month Period	\$500 (plus 1-day suspension) or, in lieu of the suspension and the fine, at the City Council's discretion, participation of all employees in an educational program	\$500 (plus 1-day suspension) or, in lieu of the suspension and the fine, at the City Council's discretion, participation of all employees in an educational program approved by the Public
	License	Liquor, Underage Sale	2nd Violation in a 24-Month Period	\$1,000.00 (plus 3-Day Suspension)	\$1,000.00 (plus 3-Day Suspension)
	License	Liquor, Underage Sale	3rd Violation in a 24-Month Period	\$1,500.00 (plus 7-Day Suspension)	\$1,500.00 (plus 7-Day Suspension)
	License	Liquor, Underage Sale	4th Violation in a 24-Month Period	Revocation	Revocation
	License	Tobacco, Underage Sale, Licensee	1st Violation in a 36-Month Period	\$300.00	\$300.00
	License	Tobacco, Underage Sale, Licensee	2nd Violation in a 36-Month Period	\$600.00	\$600.00
	License	Tobacco, Underage Sale, Licensee	3rd Violation in a 36-Month Period	\$1,000.00 (plus 7-Day Suspension)	\$1,000.00 (plus 7-Day Suspension)
	License	Tobacco, Underage Sale, Licensee	4th Violation in a 36-Month Period	License Revocation	License Revocation
	License	Tobacco, Underage Sales, Employee/Seller		\$50.00	\$50.00
General Services	Copying/Printing	Copies		\$0.25	\$0.25
	Copying/Printing	City Maps, Urban or Rural		\$5.00 Each	\$5.00 Each
	Copying/Printing	Printing, Large Format, Black and White		\$5.00 Each	\$5.00 Each
	Copying/Printing	Printing, Large Format, Color		\$10.00 Each	\$10.00 Each
	Finance	Assessment Search		\$20.00	\$20.00
	Finance	Finance Charge on Accounts Receivable Aged Greater than 30 Days		1.5% per month or \$1.00 Minimum	1.5% per month or \$1.00 Minimum
	Finance	Finance, Projects		3.0%	3.0%
	Finance	Nonsufficient Fund Charge		\$35.00	\$35.00
	Finance	Tax-Exempt Revenue Bond Financing		1% of the First \$10 Million in Requested Financing, with 1/2 of the 1% Fee Being	1% of the First \$10 Million in Requested Financing, with 1/2 of the 1% Fee Being
	Finance	Administrative fee for conduit debt			Actual out of Pocket Costs
	Miscellaneous	Administration, Projects		2%	2%
	Miscellaneous	Special Meeting Fee		\$500.00	\$500.00
	Miscellaneous	Appeals to the city administrator filing fee		\$200.00/Each	\$200.00/Each
	Miscellaneous	City Hall Facility Use		Cleaning Fee, Additional - \$40.00 per Hour.	Cleaning Fee, Additional - \$40.00 per Hour.
	Miscellaneous	Election Filing Fee		One Hour Minimum Charge \$5.00	One Hour Minimum Charge \$5.00
Golf Course	Cart Rental	Daily		\$30.00	\$30.00
	Cart Rental	Daily		\$38.00	\$38.00
	Cart Rental	Senior, Non-Primetime		\$20.00	\$20.00
	Cart Rental	Senior, Non-Primetime		\$28.00	\$28.00
	Cart Rental	Twilight		\$28.00	\$28.00
	Facility Rental	Bocce Ball		\$100.00	\$100.00
	Facility Rental	Ceremony Fee		\$875.00	\$1,000.00
	Facility Rental	Grill, Golf Shop, Sunroom (when available)		\$400.00	\$500.00
	Facility Rental	Main Banquet Room, Friday and Saturday		\$2,000.00	\$3,000.00
	Facility Rental	Main Banquet Room, Sunday thru Thursday		\$1,500.00	\$2,000.00
	Food and Beverage Minimum	Bocce Ball		\$150.00	\$200.00
	Food and Beverage Minimum	Main Banquet Room		\$3,000.00	\$3,000.00

Category	Subcategory	Item	Tier	2023 Fee	2024 Proposed Fee's
Ice Arena	Food and Beverage Minimum	Main Banquet Room		\$5,000.00	\$5,000.00
	Food and Beverage Minimum	Partial Rooms		\$1,000.00	\$1,000.00
	Greens Fee (Juniors)	18 Hole, After 1 PM		\$22.00	\$22.00
	Greens Fee (Juniors)	2 Hours Before Dark		\$5.00	\$5.00
	Greens Fee (Juniors)	9 Hole, After 1 PM		\$17.00	\$20.00
	Greens Fee (Non-Patron)	18 Hole, Friday - Sunday & Holiday		\$41.00	\$45.00
	Greens Fee (Non-Patron)	18 Hole, Monday - Thursday		\$38.00	\$41.00
	Greens Fee (Non-Patron)	9 Hole, Friday - Sunday & Holiday, After 1 PM		\$28.00	\$28.00
	Greens Fee (Non-Patron)	9 Hole, Monday - Thursday		\$25.00	\$28.00
	Greens Fee (Patron)	18 Hole, Friday - Sunday & Holiday		\$38.00	\$42.00
	Greens Fee (Patron)	18 Hole, Monday - Thursday		\$35.00	\$38.00
	Greens Fee (Patron)	9 Hole, Friday - Sunday & Holiday, After 1 PM		\$26.00	\$26.00
	Greens Fee (Patron)	9 Hole, Monday - Thursday		\$23.00	\$24.00
	Greens Fee (Seniors)	18 Hole, Friday - Sunday & Holiday		\$31.00	\$34.00
	Greens Fee (Seniors)	18 Hole, Monday - Thursday		\$27.00	\$28.00
	Greens Fee (Seniors)	9 Hole, Friday - Sunday & Holiday, After 1 PM		\$22.00	\$22.00
	Greens Fee (Seniors)	9 Hole, Monday - Thursday		\$19.00	\$19.00
	Greens Fee (Twilight Golf)	Walking		\$25.00	\$27.00
	Practice Range	Range Balls	Prior to Round	\$7.00	\$7.00
	Practice Range	Range Balls	Small	\$7.00	\$7.00
	Practice Range	Range Balls	Medium	\$11.00	\$11.00
	Practice Range	Range Balls	Large	\$15.00	\$15.00
	Season Pass	Couple		\$2,275.00	\$2,550.00
	Season Pass	Couple, Weekday		\$1,700.00	\$2,100.00
	Season Pass	Half Cart Pass		\$750.00	\$750.00
	Season Pass	Half Cart Pass, Senior		\$550.00	\$600.00
	Season Pass	Individual		\$1,575.00	\$1,700.00
	Season Pass	Individual, Weekday		\$1,125.00	\$1,400.00
	Season Pass	Junior, Weekday		\$475.00	\$475.00
	Season Pass	Junior, Weekends After 1 PM		\$675.00	\$675.00
	Season Pass	Practice Range, Member		\$400.00	\$425.00
	Season Pass	Senior		\$1,275.00	\$1,375.00
	Season Pass	Senior, Husband/Wife		\$1,800.00	\$1,800.00
	Season Pass	Senior, Husband/Wife, Weekday		\$1,350.00	\$1,675.00
	Season Pass	Senior, Weekday		\$900.00	\$1,125.00
	Tournament	Shotgun, Before May 15 or After Sep 19	Monday - Thursday	\$4,750.00	\$5,000.00
	Tournament	Shotgun, Before May 15 or After Sep 19	Friday - Sunday	\$5,750.00	\$6,000.00
	Tournament	Shotgun, May 16 thru Sep 18	Monday - Thursday	\$6,750.00	\$7,000.00
	Tournament	Shotgun, May 16 thru Sep 18	Friday - Sunday & Holidays	\$7,750.00	\$8,000.00
	Trail Fee	Trail Fee		\$26.00	Current Rate
	High School Hockey Games	Double - Admission Charged Varsity or JV games - Boys		50/50 Split - \$1,750.00 Minimum per Game	50/50 Split - \$1,850.00 Minimum per Game
	High School Hockey Games	Double - Admission Charged Varsity or JV games - Girls		50/50 Split - \$1,250.00 Minimum per Game	50/50 Split - \$1,350.00 Minimum per Game
	High School Hockey Games	Single - Admission Charged Varsity or JV games - Boys		50/50 Split - \$1,250.00 Minimum per Game	50/50 Split - \$1,350.00 Minimum per Game
	High School Hockey Games	Single - Admission Charged Varsity or JV games - Girls		50/50 Split - \$950.00 Minimum per Game	50/50 Split - \$1050.00 Minimum per Game
	North & West Rink Ice Rental	72 Hour Deal		\$160.00 plus Tax	\$170.00 plus Tax
	North & West Rink Ice Rental	Monday - Friday	Prime (2:00 PM - 10:00 PM)	\$230.00 plus Tax	\$240.00 plus Tax
	North & West Rink Ice Rental	Monday - Friday	Non-Prime (10:00 PM - 2:00 PM)	\$160.00 plus Tax	\$170.00 plus tax
	North & West Rink Ice Rental	Off Season (April 1 – August 31)	1 - 10 Hours	\$175.00 plus Tax	\$185.00 plus tax
	North & West Rink Ice Rental	Off Season (April 1 – August 31)	11 - 20 Hours	\$165.00 plus Tax	\$175.00 plus Tax
	North & West Rink Ice Rental	Off Season (April 1 – August 31)	21- 35 Hours	\$155.00 plus Tax	\$165.00 plus Tax
	North & West Rink Ice Rental	Off Season (April 1 – August 31)	36 – 60 Hours	\$150.00 plus Tax	\$160.00 plus Tax
	North & West Rink Ice Rental	Off Season (April 1 – August 31)	61 Hours or More	\$145.00 plus Tax	\$155.00 plus Tax
	North & West Rink Ice Rental	Off Season (April 1 – August 31)	Non-Prime Rate (Before 6 AM or After 10 PM)	\$160.00 plus Tax	\$170.00 plus Tax
	North & West Rink Ice Rental	Saturday & Sunday	Prime (6:00 AM - 10:00 PM)	\$230.00 plus Tax	\$240.00 plus Tax
	North & West Rink Ice Rental	Saturday & Sunday	Non-Prime (10:00 PM - 6:00 AM)	\$160.00 plus Tax	\$170.00 plus Tax
	Public Skating	Figure Skaters Practice - North or West Rink		\$14.00 per Person	\$14.00 per Person
	Public Skating	Figure Skaters Practice - South Rink		\$7.00 per Person	\$7.00 per Person
	Public Skating	Open Hockey		\$7.00 per Person	\$7.00 per Person
	Public Skating	Public Skating		\$7.00 per Person	\$7.00 per Person
	Public Skating	Public Skating Punch Card		\$49.00	\$49.00
	Rentals, Other	Ice Resurfacing, Extra		\$20.00	\$25.00
	Rentals, Other	Marquee Sign		\$10 per day per side	\$10.00 per day per side
	Rentals, Other	Meeting Room		\$25.00 per hour	\$25.00 per hour
	Rentals, Other	Skate Rental		\$7 per pair	\$7.00 per pair
	Rentals, Other	Skate Sharpening		\$7.00 per pair	\$7.00 per pair
	Rentals, Other	Skate Sharpening Punch Card		\$49.00/8 sharpenings	\$49.00/8 sharpenings
	South Rink Ice Rental	72 Hour Deal		\$120.00 plus Tax	\$130.00 plus Tax
	South Rink Ice Rental	Monday - Friday	Prime (2:00 PM - 9:00 PM)	\$130.00 plus Tax	\$140.00 plus Tax
	South Rink Ice Rental	Monday - Friday	Non-Prime (9:00 PM - 2:00 PM)	\$120.00 plus Tax	\$130.00 plus Tax
	South Rink Ice Rental	Off Season (April 1 – August 31)	Prime (6:00 AM to 10:00 PM)	\$130.00 plus Tax	\$140.00 plus Tax
	South Rink Ice Rental	Off Season (April 1 – August 31)	Non-Prime (Before 6:00 AM or After 10:00 PM)	\$120.00 plus Tax	\$130.00 plus Tax
	South Rink Ice Rental	Saturday & Sunday	Prime (6:00 AM - 9:00 PM)	\$130.00 plus Tax	\$140.00 plus Tax
	South Rink Ice Rental	Saturday & Sunday	Non-Prime (9:00 PM - 6:00 AM)	\$120.00 plus Tax	\$130.00 plus Tax
	Turf Rental	March - September		\$90.00 plus Tax	\$90.00 plus Tax
Licenses				\$5,000.00 plus Investigation Fee of \$2,060.00 In-State; Up To \$10,300.00 Out-State	\$5,000.00 plus Investigation Fee of \$2,060.00 In-State; Up To \$10,300.00 Out-State
	Business	Adult Entertainment, Principal Uses		\$2,060.00 In-State; Up To \$10,300.00 Out-State	\$2,060.00 In-State; Up To \$10,300.00 Out-State
	Business	Beekeeping		\$100.00 every 2 years	\$100.00 every 2 years
	Business	Chicken and Duck Keeping		\$100.00 every 2 years	\$100.00 every 2 years
	Business	Fireworks Sales, Retail (Accessory Seller)		\$100.00	\$100.00
	Business	Fireworks Sales, Retail (Principal Seller)		\$350.00	\$350.00

Category	Subcategory	Item	Tier	2023 Fee	2024 Proposed Fee's
Business		Gambling, Investigation Fee (Premises Permits and Bingo Halls)		\$250.00	\$250.00
	Business	Gambling, Permit and State Licensing Exemptions		\$100.00	\$100.00
	Business	Liquor, 3.2% Malt Liquor, Investigation Fee		\$250.00 (except Temporary Licenses)	\$250.00 (except Temporary Licenses)
	Business	Liquor, 3.2% Malt Liquor, Off Sale		\$200.00 per Calendar Year	\$200.00 per Calendar Year
	Business	Liquor, 3.2% Malt Liquor, Off Sale, Brew Pub		\$200.00 per Calendar Year	\$200.00 per Calendar Year
	Business	Liquor, 3.2% Malt Liquor, Off Sale, Small Brewer		\$200.00 per Calendar Year	\$200.00 per Calendar Year
	Business	Liquor, 3.2% Malt Liquor, On Sale		\$600.00 per Calendar Year	\$600.00 per Calendar Year
	Business	Liquor, 3.2% Malt Liquor, On Sale, Club		\$100.00 per Calendar Year	\$100.00 per Calendar Year
	Business	Liquor, 3.2% Malt Liquor, On Sale, Temporary		\$50.00/Day for Each Location	\$50.00/Day for Each Location
	Business	Liquor, Consumption & Display		\$300.00 per Calendar Year	\$300.00 per Calendar Year
	Business	Liquor, Consumption & Display, Temporary		\$25.00 per Day	\$25.00 per Day
	Business	Liquor, Intoxicating, Investigation Fee	All Application Types	\$500.00	\$500.00
	Business	Liquor, Intoxicating, Investigation Fee	Additional Investigation	\$200.00	\$200.00
	Business	Liquor, Intoxicating, Investigation Fee	Foreign Corporations	Actual Cost	Actual Cost
	Business	Liquor, Intoxicating, Off Sale		\$200.00 per Calendar Year	\$200.00 per Calendar Year
	Business	Liquor, Intoxicating, Off Sale, Brew Pub Malt Liquor		\$500.00 per Calendar Year	\$500.00 per Calendar Year
	Business	Liquor, Intoxicating, Off Sale, Microdistillery		\$200.00 per Calendar Year	\$200.00 per Calendar Year
	Business	Liquor, Intoxicating, Off Sale, Small Brewer Malt Liquor		\$200.00 per Calendar Year	\$200.00 per Calendar Year
	Business	Liquor, Intoxicating, Off Sale, Wine, Temporary		\$50.00 per Day for Each Location	\$50.00 per Day for Each Location
	Business	Liquor, Intoxicating, On Sale		\$6,000.00 per Calendar Year	\$6,000.00 per Calendar Year
	Business	Liquor, Intoxicating, On Sale, Community Festival, Temporary		\$50.00 per Day for Each Location	\$50.00 per Day for Each Location
	Business	Liquor, Intoxicating, On Sale, Brew Pub		\$500.00 per Calendar Year	\$500.00 per Calendar Year
	Business	Liquor, Intoxicating, On Sale, Brewer Taproom		\$750.00 per Calendar Year	\$750.00 per Calendar Year
	Business	Liquor, Intoxicating, On Sale, Club	<=200 Members	\$300.00 per Calendar Year	\$300.00 per Calendar Year
	Business	Liquor, Intoxicating, On Sale, Club	201 - 500 Members	\$500.00 per Calendar Year	\$500.00 per Calendar Year
	Business	Liquor, Intoxicating, On Sale, Club	501 - 1,000 Members	\$650.00 per Calendar Year	\$650.00 per Calendar Year
	Business	Liquor, Intoxicating, On Sale, Club	1,001 - 2,000 Members	\$800.00 per Calendar Year	\$800.00 per Calendar Year
	Business	Liquor, Intoxicating, On Sale, Club	2,001 - 4,000 Members	\$1,000.00 per Calendar Year	\$1,000.00 per Calendar Year
	Business	Liquor, Intoxicating, On Sale, Club	4,001 - 6,000 Members	\$2,000.00 per Calendar Year	\$2,000.00 per Calendar Year
	Business	Liquor, Intoxicating, On Sale, Club	>6,000 Members	\$3,000.00 per Calendar Year	\$3,000.00 per Calendar Year
	Business	Liquor, Intoxicating, On Sale, Culinary Class		\$750.00 per Calendar Year	\$750.00 per Calendar Year
	Business	Liquor, Intoxicating, On Sale, Microdistillery Cocktail Room		\$750.00 per Calendar Year	\$750.00 per Calendar Year
	Business	Liquor, Intoxicating, On Sale, Microdistillery, Temporary		\$50.00 per Day for Each Location	\$50.00 per Day for Each Location
	Business	Liquor, Intoxicating, On Sale, Sports Facility or Cultural Facility, Temporary		\$50.00 per Day for Each Location	\$50.00 per Day for Each Location
	Business	Liquor, Intoxicating, On Sale, Temporary		\$50.00/Day for Each Location	\$50.00/Day for Each Location
	Business	Liquor, Intoxicating, On Sale, Wine		\$2,000.00 per Calendar Year	\$2,000.00 per Calendar Year
	Business	Liquor, Intoxicating, On Sale, Wine Festival, Temporary		\$50.00 per Day for Each Location	\$50.00 per Day for Each Location
	Business	Liquor, Intoxicating, Sunday		\$200.00 per Calendar Year	\$200.00 per Calendar Year
	Business	Reapplication Fee following Revocation by the Council		Double the current license fee	Double the current license fee
	Business	Massage Business		\$100.00 per Calendar Year; \$100 Initial	\$100.00 per Calendar Year; \$100 Initial
	Business	Massage Therapist		\$50.00 per Calendar Year; \$50.00 Initial	\$50.00 per Calendar Year; \$50.00 Initial
	Business	Mobile Food Unit Operator License		Investigation Fee	Investigation Fee
	Business	Pawnbroker		\$50/day or \$250/year	\$50/day or \$250/year
	Business	Peddler/Transient Merchant		\$1,030.00 per Calendar Year; \$530.00	\$1,030.00 per Calendar Year; \$530.00
	Business	Secondhand Goods Dealer, Single or Multiple		\$105.00 per Calendar Year/License Period	\$105.00 per Calendar Year/License Period
	Business	Solid Waste and Recycling Collector, Commercial		\$1,030.00 per Calendar Year; \$530.00 Investigation Fee	\$1,030.00 per Calendar Year; \$530.00 Investigation Fee
	Business	Solid Waste and Recycling Collector, Residential		\$360.00 per Calendar Year	\$360.00 per Calendar Year
	Business	Special Event Permit		\$565.00 per Calendar Year	\$565.00 per Calendar Year
	Business	CBD & THC Sales, Retail		\$100.00	\$100.00
	Business	Tobacco Sales, Retail		\$10,200 per Calendar Year	\$10,200 per Calendar Year
	Rental	Rental Dwelling, Late Fee		\$250.00 per Calendar Year	\$250.00 per Calendar Year
	Rental	Rental Dwelling, Multiple Family		\$25.00	\$25.00
	Rental	Rental Dwelling, Reinspection Fee		\$100.00 per Building Plus \$10.00 per Unit	\$100.00 per Building Plus \$10.00 per Unit
	Rental	Rental Dwelling, Single/Duplex/Twin		\$50.00 per Unit/Dwelling	\$50.00 per Unit/Dwelling
				\$180.00 per Unit for 2-Year License	\$180.00 per Unit for 2-Year License
Parks	Event/Tournament	Class 2		\$0.00	\$0.00
	Event/Tournament	Class 3		\$300.00	\$315.00
	Event/Tournament	Class 4		\$500.00	\$525.00
	Event/Tournament	Class 5		\$600.00	\$675.00
	Event/Tournament	Concession Fee		\$40/day	\$50.00/day
	Event/Tournament	Event Staff		\$55/hour	\$70.00/hour
	Event/Tournament	Field Chalk		As quoted by Parks Division	As quoted by Parks Division
				There will be no refunds made due to inclement weather. However, full refunds will be available for cancellations made at least seven days prior to the scheduled event. If the City closes a park due to inclement weather a full refund will be given.	There will be no refunds made due to inclement weather. However, full refunds will be available for cancellations made at least seven days prior to the scheduled event. If the City closes a park due to inclement weather a full refund will be given.
	Facility Use	Cancellation Fee/Refund of Program Fee			
	Facility Use	Field Lights		\$25/hour	\$25.00/hour
	Facility Use	Outdoor Ballfields (2 Hour Minimum)		\$25.00/Hour (Resident); \$35.00/Hour (Non-Resident)	\$25.00/Hour (Resident); \$35.00/Hour (Non-Resident)
	Facility Use	Outdoor Courts (2 Hour Minimum)		\$9.00/Hour (Resident); \$14.00/Hour (Non-Resident)	\$10.00/Hour (Resident); \$15.00/Hour (Non-Resident)
	Facility Use	Outdoor Rink Rental		\$58.00/Hour (Resident); \$73.00/Hour (Non-Resident)	\$58.00/Hour (Resident); \$73.00/Hour (Non-Resident)
	Facility Use	Park Building		\$175.00/Day (Resident); \$220.00/Day (Non-Resident)	\$185.00/Day (Resident); \$250.00/Day (Non-Resident)
	Facility Use	Park Building, Glacial Valley Park			\$450.00/Day (Resident); \$550.00/day (Non-Resident)
	Facility Use	Pavilion, Shelter		\$70.00/Day (Resident); \$86.00/Day (Non-Resident)	\$75.00/Day (Resident); \$100.00/Day (Non-Resident)
	Facility Use	Tent/Bounce House Location Marking		\$50/Marked location	\$50/Marked location
	Donation	Memorial Bench			\$2,000.00
	Donation	Picnic Table			\$1,250.00
	Donation	Tree			\$400.00/ or price of the tree
Permits					
	Building	City Contractor Licensing (Excluding Mechanical and Sign Contractor who hold a State License or Bond)		\$55.00 Annual	\$58.00 Annual

Category	Subcategory	Item	Tier	2023 Fee	2024 Proposed Fee's
	Building	Building Permit Fee Table (All New Residential & Commercial Construction, Finishing, Alterations, Remodeling, Additions, Commercial Driveway/Parking Areas, and Swimming Pools Greater than 18 Inches Deep)		\$55.00 Minimum Unless Specified Herein 1/2 of the Original Permit Fee 180 days from Issuance Date or 180 Days from Last	\$110.00 Minimum (Residential); \$150.00 Minimum (Commercial) 1/2 of the Original Permit Fee 180 days from Issuance Date or 180 Days from Last
	Building	Building Permit Renewal Fee		\$55.00	\$58.00
	Building	Commercial Certificate of Occupancy		3% of Construction Cost (\$100.00)	3% of Construction Cost (\$150.00 Minimum)
	Building	Construction and Utility Permits		\$5.00 license look-up for contractors with	\$5.00 license look-up for contractors with
	Building	Contractor License per permit		\$165.00	\$173.00
	Building	Decks (New)			
	Building	Decks (Remodel - Railing/Stairs Non Structural)		\$110.00	\$115.00
	Building	Driveways, Residential		\$80.00	\$85.00
	Building	Investigative Fee		Charge Up To But Not Exceeding Permit	Charge Up To But Not Exceeding Permit Fee
	Building	Kitchen/Bath Remodel		\$105.00	\$110.00
	Building	Manufactured Home		\$105.00 for New Manufactured Home on	\$110.00
	Building	Building Plan Review Fee		\$25.00 Minimum, 68% Maximum of Building Permit Fee	\$25.00 Minimum, 68% Maximum of Building Permit Fee
	Building	Pool, Inground, Demolition		\$110.00	\$115.00
	Building	Pool/Spa		\$110.00	\$115.00
	Building	Pool/Spa		\$110.00 Inground	\$115.00 Inground
				\$500 - \$2,000: \$30.00 Base Fee for the first \$500 Project Valuation; \$4.00 per additional \$100 Project Valuation	\$500 - \$2,000: \$31.50 Base Fee for the first \$500 Project Valuation; \$4.20 per additional \$100 Project Valuation
				\$2,001 - \$25,000: \$85.00 Base Fee for first \$2,000 Project Valuation; \$16.00 per additional \$1,000 Project Valuation	\$2,001 - \$25,000: \$89.25 Base Fee for first \$2,000 Project Valuation; \$16.80 per additional \$1,000 Project Valuation
				\$25,001 - \$50,000: \$470.00 Base Fee for first \$25,000 Project Valuation; \$12.00 per additional \$1,000 Project Valuation	\$25,001 - \$50,000: \$493.50 Base Fee for first \$25,000 Project Valuation; \$12.25 per additional \$1,000 Project Valuation
				\$50,001 - \$100,000: \$770.00 Base Fee for first \$50,000 Project Valuation; \$8.50 per additional \$1,000 Project Valuation	\$50,001 - \$100,000: \$808.50 Base Fee for first \$50,000 Project Valuation; \$8.60 per additional \$1,000 Project Valuation
				\$100,001 - \$500,000: \$1,195.00 Base Fee for first \$100,000 Project Valuation; \$7.00 per additional \$1,000 Project Valuation	\$100,001 - \$500,000: \$1,254.75 Base Fee for first \$100,000 Project Valuation; \$7.35 per additional \$1,000 Project Valuation
				\$500,001 - \$1,000,000: \$3,870.00 Base Fee for first \$500,000 Project Valuation; \$6.00 per additional \$1,000 Project Valuation	\$500,001 - \$1,000,000: \$4,063.50 Base Fee for first \$500,000 Project Valuation; \$6.30 per additional \$1,000 Project Valuation
				\$1,000,000 or Greater: \$7,100.00 Base Fee for first \$1,000,001 Project Valuation; \$5.00 per additional \$1,000 Project Valuation	\$1,000,000 or Greater: \$7,455.00 Base Fee for first \$1,000,001 Project Valuation; \$5.25 per additional \$1,000 Project Valuation
	Building	Building Permit based on Project Valuation			
	Building	Residential Temporary Certificate of Occupancy		\$5,000.00 Escrow	\$5,000.00 Escrow
	Building	Roofing (Commercial)		Building Permit Fee Table	Building Permit Fee Table
	Building	Roofing (Residential)		\$110.00	\$115.00
	Building	Siding (Residential)		\$110.00	\$115.00
				No Fee - Permit Application Required to be Filed with the City	No Fee - Permit Application Required to be Filed with the City
	Building	Signs - Temporary		\$110.00	\$115.00
	Building	Signs (Pylon/Monument with Footings)		\$80.00 plus Surcharge and Office Fee	\$85.00
	Building	Signs (Wall Mount/Existing Pylon)		Building Permit Fee Table	Building Permit Fee Table
	Building	Accessory Structures over 200sqft		\$110.00	\$115.00
	Building	Windows/Doors (Existing Openings)		\$110.00	\$115.00
	Building	Windows/Doors (Modified Openings)		\$165.00	\$173.00
	Building	Wrecking, Moving, Demolition		\$110.00	\$115.00
	Electrical	Circuit or Feeder 0 to 200 Amp		\$8.00/Circuit or Feeder	\$8.00/Circuit or Feeder
	Electrical	Circuit or Feeder Over 200 Amp		\$30.00/Circuit or Feeder	\$30.00/Circuit or Feeder
				(1) 0 watts to and including 5,000 watts, \$90 or (2) 5,001 watts to and including 10,000 watts, \$150 or (3) 10,001 watts to and including 20,000 watts, \$225 or (4) 20,001 watts to and including 30,000 watts, \$300 or (5) 30,001 watts to and including 40,000 watts, \$375 or (6) 40,001 watts to and including 1,000,000 watts, \$375 and \$25 for each additional 10,000 watts over 40,000 watts or (7) 1,000,001 watts to 5,000,000 watts, \$3,975 and \$15 for each additional 10,000 watts over 1,000,001 watts or (8) 5,000,001 watts and larger, \$12,975, and \$10 for each additional 10,000 watts over 5,000,001 watts	(1) 0 watts to and including 5,000 watts, \$90 or (2) 5,001 watts to and including 10,000 watts, \$150 or (3) 10,001 watts to and including 20,000 watts, \$225 or (4) 20,001 watts to and including 30,000 watts, \$300 or (5) 30,001 watts to and including 40,000 watts, \$375 or (6) 40,001 watts to and including 1,000,000 watts, \$375 and \$25 for each additional 10,000 watts over 40,000 watts or (7) 1,000,001 watts to 5,000,000 watts, \$3,975 and \$15 for each additional 10,000 watts over 1,000,001 watts or (8) 5,000,001 watts and larger, \$12,975, and \$10 for each additional 10,000 watts over 5,000,001 watts
	Electrical	Solar PV Installations for Electrical			
	Electrical	Existing One or Two Family Dwelling: 0 to 14 Feeders or Circuits are Installed or Extended per Unit		\$8.00/Feeder or Circuit	\$8.00/Feeder or Circuit
	Electrical	Existing One- or Two-Family Dwellings: 15 or More Feeders or Circuits are Installed or Extended per Unit		\$100.00/Dwelling Unit	\$100.00/Dwelling Unit
				Calculated Using the Fee Schedule or \$45.00 Multiplied by the Number of Required Inspection Trips plus the Fees for Feeders, Circuits, Devices, Apparatus,	\$50/Inspection Trip
	Electrical	Electrical Permit Fee		\$45.00/Inspection Trip	\$50/Inspection Trip
	Electrical	Electrical Inspection (per trip)			
	Electrical	Grounding Electrode, Concrete-Encased (per trip)		\$40.00/Inspection	\$50/Inspection Trip
	Electrical	Manufactured Home Park Lot Supply		\$50/Pedestal	\$50/Pedestal
	Electrical	New One- or Two-Family Dwelling: 0 to 25 Circuits and Feeders per Unit		\$185.00/Dwelling Unit	\$200.00/Dwelling Unit
	Electrical	New One- or Two-Family Dwelling: Additional Circuits over 25 per Unit		\$8.00/Feeder or Circuit	\$8.00/Feeder or Circuit
	Electrical	Panel Changes		\$100.00/Enclosure	\$100.00/Enclosure
	Electrical	Pools		\$90.00	\$100.00
	Electrical	Power Source: 0 to 400 Amp (0 to 250 Volts)		\$50.00/Source	\$50.00/Source
	Electrical	Power Source: 401 to 800 Amp (0 to 250 Volts)		\$100.00/Source	\$100.00/Source
	Electrical	Power Source: Over 800 Amp (0 to 250 Volts)		\$150.00/Source	\$150.00/Source
	Electrical	Power Source: 0 to 400 Amp (Over 250 Volts)		\$100.00/Source	\$100.00/Source

Category	Subcategory	Item	Tier	2023 Fee	2024 Proposed Fee's
Public Safety	Electrical	Power Source: 401 to 800 Amp (Over 250 Volts)		\$200.00/Source	\$200.00/Source
	Electrical	Power Source: Over 800 Amp (Over 250 Volts)		\$300.00/Source	\$300.00/Source
	Electrical	Reconnected Existing Circuit or Feeder (Panel Replacement)		\$100.00/Enclosure	\$100.00/Enclosure
	Electrical	Retrofitting of Existing Lighting Fixtures		\$0.25/Fixture	\$1.00/Fixture
	Electrical	RV Pedestals (All Circuits Originating in Pedestal Including Factory Circuits)		\$8.00/Circuit	\$8.00/Circuit
	Electrical	Separate Bonding Inspection		\$40.00/Inspection	\$50.00/Inspection Fee
	Electrical	State Surcharge		\$1.00	\$1.00
	Electrical	Street, Parking, and Outdoor Lighting Standards		\$5.00/Standard	\$5.00/Standard
	Electrical	Technology Circuits and Circuits Less than 50 Volts		\$1.00/Device or Apparatus	\$1.00/Device or Apparatus
	Electrical	Traffic Signals		\$5.00 Each	\$5.00 Each
	Electrical	Transformers for Electronic Power Supplies, Signs, and Outline Lighting		\$5.50 Each	\$5.50 Each
	Electrical	Transformers for Light, Heat, and Power: 0 to 10 KVA		\$20.00 Each	\$20.00 Each
	Electrical	Transformers for Light, Heat, and Power: More than 10 KVA		\$40.00 Each	\$40.00 Each
	Grading/Excavation	Grading Asbuilt Survey Certification		\$36.00	\$36.00
	Grading/Excavation	Permit - (0 - 50 Cubic Yards)		\$24.20	\$24.20
	Grading/Excavation	Permit - (1,001 - 10,000 Cubic Yards)		\$198.00 Base Fee + \$15.00 per 1,000	\$198.00 Base Fee + \$15.00 per 1,000 Cubic
	Grading/Excavation	Permit - (10,001 - 100,000 Cubic Yards)		\$331.50 Base Fee + \$67.50 per 10,000	\$331.50 Base Fee + \$67.50 per 10,000 Cubic
	Grading/Excavation	Permit - (100,001 - or more Cubic Yards)		\$937.40 Base Fee + \$37.25 per 10,000	\$937.40 Base Fee + \$37.25 per 10,000 Cubic
	Grading/Excavation	Permit - (101 - 1,000 Cubic Yards)		\$37.75 Base Fee + \$18.00 per 100 Cubic	\$37.75 Base Fee + \$18.00 per 100 Cubic
	Grading/Excavation	Permit - (51 - 100 Cubic Yards)		\$37.50	\$37.50
	Grading/Excavation	Plan Review (0-50 Cubic Yards)		No Fee	No Fee
	Grading/Excavation	Plan Review (1,001 - 10,000 Cubic Yards)		\$50.25	\$50.25
	Grading/Excavation	Plan Review (10,001 - 100,000 Cubic Yards)		\$50.25 Base Fee + \$25.00 per 10,000 Cubic Yards	\$50.25 Base Fee + \$25.00 per 10,000 Cubic Yards
	Grading/Excavation	Plan Review (100,001 - 200,000 Cubic Yards)		\$275.15 Base Fee + \$13.52 per 10,000 Cubic Yards	\$275.15 Base Fee + \$13.52 per 10,000 Cubic Yards
	Grading/Excavation	Plan Review (101-1,000 Cubic Yards)		\$37.75	\$37.75
	Grading/Excavation	Plan Review (200,001 or more Cubic Yards)		\$410.30 Base Fee + \$7.40 per 10,000	\$410.30 Base Fee + \$7.40 per 10,000 Cubic
	Grading/Excavation	Plan Review (51 - 100 Cubic Yards)		\$24.20	\$24.20
	Grading/Excavation	Site Grading Inspection Fee		\$61.00	\$61.00
	Inspections	Curb Box Inspection		\$155.00	\$155.00
	Inspections	Erosion Control Inspection (Residential Lot Not Covered by Development Agreement)		\$825.00	\$825.00
	Inspections	Inspections For Which No Fee Is Specifically Indicated		\$55.00 per Hour Minimum 1-Hour Fee	\$55.00 per Hour Minimum 1-Hour Fee
	Inspections	Inspections Outside Normal Business Hours		\$105.00 Minimum	\$105.00 Minimum
	Inspections	Reinspection Fee		\$55.00 Maximum per Site/Project Visit	\$58.00 Maximum per Site/Project Visit
	Inspections	Boulevard Tree/Sod Inspection		\$150.00	\$150.00
	Fire Alarm Note: Add State Surcharge	Fire Alarm		1% of Construction Value, \$100 Minimum, Plus Plan Review Fees Incurred	1% of Construction Value, \$150 Minimum, Plus Plan Review Fees Incurred
	Fire Suppression Note: Add State Surcharge	Fire Suppression		2% of Contract Price; \$100.00 Minimum	2% of Contract Price; \$150.00 Minimum
	Mechanical/Plumbing (Commercial) Note: Add State Surcharge	Mechanical		2% of Contract Price; \$100.00 Minimum	2% of Contract Price; \$150.00 Minimum
	Mechanical/Plumbing (Commercial) Note: Add State Surcharge	Plumbing, Domestic		2% of Contract Price; \$100.00 Minimum	2% of Contract Price; \$150.00 Minimum
	Mechanical/Plumbing (Commercial) Note: Add State Surcharge	Plumbing, Irrigation		2% of Contract Price; \$75.00 Minimum	2% of Contract Price; \$150.00 Minimum
	Mechanical/Plumbing (Commercial) Note: Add State Surcharge	Sewer Line		\$160.00	\$160.00
	Mechanical/Plumbing (Commercial) Note: Add State Surcharge	Water Line		\$160.00	\$160.00
	Mechanical/Plumbing (Residential) Note: Add State Surcharge	Mechanical/Plumbing Permit Fees (Residential): Addition/Alteration/Remodel		\$55.00 Base Fee (Includes 1 Fixture) Plus \$10.00 Each Additional Fixture (\$200 Maximum Permit Fee)	\$58.00 Base Fee (Includes 1 Fixture) Plus \$11.00 Each Additional Fixture (\$220 Maximum Permit Fee)
	Mechanical/Plumbing (Residential) Note: Add State Surcharge	New Home		\$210.00	\$220.00
	Miscellaneous Permit Fees	Building Inspection Card Replacement		\$35.00	\$40.00
				(1) \$1,000,000 or less; \$0.00 Base Fee + .0005 x valuation or (2) \$1,000,001 - \$2,000,000; \$525 Base Fee + .0004 x valuation - \$1,000,000 or (3) \$2,000,001 - \$3,000,000; \$950 Base Fee + .0003 x valuation - \$2,000,000 or (4) \$3,000,001 - \$4,000,000; \$1,250 Base Fee + .0002 x valuation - \$3,000,000 or (5) \$4,000,001 - \$5,000,000; \$1,450 Base Fee + .0001 x valuation - \$4,000,000 or (6) Greater than \$5,000,001; \$1,550 Base Fee + .00005 x valuation - \$5,000,000	(1) \$1,000,000 or less; \$0.00 Base Fee + .0005 x valuation or (2) \$1,000,001 - \$2,000,000; \$525 Base Fee + .0004 x valuation - \$1,000,000 or (3) \$2,000,001 - \$3,000,000; \$950 Base Fee + .0003 x valuation - \$2,000,000 or (4) \$3,000,001 - \$4,000,000; \$1,250 Base Fee + .0002 x valuation - \$3,000,000 or (5) \$4,000,001 - \$5,000,000; \$1,450 Base Fee + .0001 x valuation - \$4,000,000 or (6) Greater than \$5,000,001; \$1,550 Base Fee + .00005 x valuation - \$5,000,000
	State Surcharges, Building/Mechanical/Plumbing Permits	State Surcharges based on Project Valuation	\$1,000,000 or Less		
	State Surcharges, Building/Mechanical/Plumbing Permits	State Surcharge based on Fixed Fees		\$1.00	\$1.00
	Zoning	Patios and Parking Areas, Residential		\$55.00/one inspection	\$58.00/one inspection
	Zoning	Accessory Structures under 200sqft		\$55.00/One Inspection	\$58.00/One Inspection
	Data Requests	Data Requests, Other		Determined by Actual Production Cost	Determined by Actual Production Cost
	Data Requests	Photographs		\$20.00 (JPG Format on CD)	\$20.00 (JPG Format on CD)
	Data Requests	Police/Fire Reports		\$0.25/Page	\$1.00 per 10 pages
	Data Requests	Recordings, Audio		\$20.00 (CD/DVD)	\$20.00 (CD/DVD)
	Data Requests	Recordings, Squad Video (L3)		\$20.00 (DVD)	\$20.00 (DVD)
	Data Requests	Recordings, Video		\$20.00 (DVD)	\$20.00 (DVD)
	Data Requests	Transcription of Audio Recording		Determined by Actual Time at Current	Determined by Actual Time at Current
	Fire Services	Burning Permit, Commercial		\$50.00	\$50.00
	Fire Services	Day Care Facility Inspection		\$50.00	\$50.00
	Fire Services	Fire Equipment Use		All Fire Equipment Use Based on Current	All Fire Equipment Use Based on Current
	Fire Services	Fire Permit		1st Permit \$20.00 per Year; Each Additional	1st Permit \$20.00 per Year; Each Additional

Category	Subcategory	Item	Tier	2023 Fee	2024 Proposed Fee
Public Works	Fire Services	Hazardous Materials and Other Charges for Service		\$150.00 per Hour per Person plus Materials. Minimum Charge of 4 Hours.	\$150.00 per Hour per Person plus Materials. Minimum Charge of 4 Hours.
	Fire Services	Tank Installation Permit		1% of Value (\$100.00 Minimum)	1% of Value (\$100.00 Minimum)
	Fire Services	Title III Facility Inspection		\$50.00	\$50.00
	Police Services	Blood Alcohol Test		\$100.00	\$100.00
	Police Services	Clearance Letters (i.e. Adoption, Passport, Etc.)		\$20.00	\$20.00
	Police Services	Daycare Checks		\$20.00 per Adult	\$20.00 per Adult
	Police Services	Excessive Use of Police Services (1 to 2 nuisance service call(s) within 12 months)		No Charge	No Charge
	Police Services	Excessive Use of Police Services (3rd nuisance service call within 12 months)		\$200.00	\$200.00
	Police Services	Excessive Use of Police Services (4th nuisance service call within 12 months)		\$400.00	\$400.00
	Police Services	Excessive Use of Police Services (5th nuisance service call within 12 months)		\$800.00	\$800.00
	Police Services	Excessive Use of Police Services (6th nuisance service call within 12 months)		\$1,600.00	\$1,600.00
	Police Services	Excessive Use of Police Services (7th nuisance service call within 12 months and all subsequent nuisance calls)		\$2,000.00	\$2,000.00
	Police Services	Fingerprinting (Resident)		\$25.00	\$25.00
	Police Services	Fingerprinting (Non-resident)		\$35.00	\$35.00
	Police Services	Law Enforcement, Police Officer		\$110.00 per Hour	\$120.00 per Hour
	Police Services	Lockouts, Car Door Unlocking		\$35.00 per Event	\$35.00 per Event
	Police Services	Special Response Team (Outside Of Washington County)		Per Current Mutual Aid Agreement	Per Current Mutual Aid Agreement
	Towing and Impound	Administrative Fee		\$60.00	\$60.00
	Towing and Impound	Impound, Storage Fee		\$10.00 per Day for First 30 Days/\$30.00 per Month Thereafter	\$10.00 per Day for First 30 Days/\$30.00 per Month Thereafter
	Towing and Impound	Towing Fee		Per Current Towing Contract	Per Current Towing Contract
	Towing and Impound	Towing/Storage Charge		Per Current Towing Contract	Per Current Towing Contract
	Towing and Impound	Vehicle Impoundment		Per Current Towing Contract	Per Current Towing Contract
	Equipment and Labor	Air Compressor		\$40.00	\$41.00
	Equipment and Labor	Asphalt Roller		\$35.00	\$36.00
	Equipment and Labor	Backhoe		\$80.00	\$82.00
	Equipment and Labor	Blower		\$20.00	\$21.00
	Equipment and Labor	Brush Saw		\$20.00	\$21.00
	Equipment and Labor	Chainsaw		\$20.00	\$21.00
	Equipment and Labor	Chipper		\$60.00	\$62.00
	Equipment and Labor	Grader		\$110.00	\$113.00
	Equipment and Labor	Hotsy		\$30.00	\$31.00
	Equipment and Labor	Hydro Mulcher (Additional Charges for Product Used)		\$75.00	\$77.00
	Equipment and Labor	Loader, 3-Yard		\$93.00	\$95.00
	Equipment and Labor	Loader, Skidsteer		\$65.00	\$66.00
	Equipment and Labor	Mower		\$40.00	\$41.00
	Equipment and Labor	Operator, Equipment, Overtime Rate		\$85.00/Hour	\$88.00/Hour
	Equipment and Labor	Operator, Equipment, Standard Rate		\$60.00/Hour	\$62.00/Hour
	Equipment and Labor	Paint Striper		\$45.00	\$46.00
	Equipment and Labor	Patch Truck		\$110.00	\$113.00
	Equipment and Labor	Paver, Pull Type		\$40.00	\$41.00
	Equipment and Labor	Paver, Track Type		\$190.00	\$195.00
	Equipment and Labor	Power Broom		\$20.00	\$21.00
	Equipment and Labor	Sewer Vac (Requires 2 Operators)		\$180.00	\$185.00
	Equipment and Labor	Sign Truck		\$50.00	\$51.00
	Equipment and Labor	Snowblower		\$20.00	\$21.00
	Equipment and Labor	Spray Patcher		\$85.00	\$87.00
	Equipment and Labor	Sweeper		\$100.00	\$103.00
	Equipment and Labor	Tar Kettle		\$20.00	\$21.00
	Equipment and Labor	Tractor with Clam		\$55.00	\$56.00
	Equipment and Labor	Tractor, Holder, with Mower		\$60.00	\$61.00
	Equipment and Labor	Tractor, Large, with Mower		\$60.00	\$61.00
	Equipment and Labor	Tractor, Small, with Mower		\$45.00	\$46.00
	Equipment and Labor	Traffic Counter		\$11.00	\$12.00
	Equipment and Labor	Trailer		\$15.00	\$16.00
	Equipment and Labor	Trailer, Arrow Board		\$25.00	\$26.00
	Equipment and Labor	Trailer, Jetter		\$70.00	\$72.00
	Equipment and Labor	Trailer, Tandem Axel		\$25.00	\$26.00
	Equipment and Labor	Trencher		\$50.00	\$51.00
	Equipment and Labor	Truck, Bucket		\$100.00	\$103.00
	Equipment and Labor	Truck, Dump, 1-Ton		\$50.00	\$51.00
	Equipment and Labor	Truck, Dump, Single Axle		\$55.00	\$56.00
	Equipment and Labor	Truck, Dump, Single Axle with Plow/Attachment		\$85.00	\$87.00
	Equipment and Labor	Truck, Dump, Tandem Axle		\$85.00	\$87.00
	Equipment and Labor	Truck, Dump, Tandem Axle with Plow/Attachment		\$90.00	\$92.00
	Equipment and Labor	Truck, Pickup		\$43.00	\$44.00
	Equipment and Labor	Truck, Pickup with Plow/Attachment		\$55.00	\$56.00
	Equipment and Labor	Truck, Tanker		\$75.00	\$77.00
	Equipment and Labor	Wacker		\$16.00	\$17.00
	Right-of-Way	Curb Cuts - Residential		\$50.00	\$50.00
	Right-of-Way	Load Limit Permit		\$67.00 each trip	\$69.00 each trip
	Right-of-Way	Right-of-Way Delay Penalty Fee		\$75.00 (Up To 3 Days) + \$15.00/Day (After 3 Days)	\$75.00 (Up To 3 Days) + \$15.00/Day (After 3 Days)
	Right-of-Way	Right-of-Way Excavation Permit Fee: Hole		\$200.00	\$200.00
	Right-of-Way	Right-of-Way Excavation Permit Fee: Trench		\$70.00/100 Lineal Feet + Hole Fee (\$200.00)	\$70.00/100 Lineal Feet + Hole Fee (\$200.00)
	Right-of-Way	Right-of-Way Non-excavation Fee, Aerial or Overhead Lines		\$50.00 plus \$5 per 100 Lineal Feet	\$50.00 plus \$5 per 100 Lineal Feet
	Right-of-Way	Right-of-Way Obstruction Permit Fee		\$200.00 + \$0.20/Lineal Foot of Obstruction	\$200.00 + \$0.20/Lineal Foot of Obstruction
	Right-of-Way	Right-of-Way Permit Extension Fee		\$75.00	\$75.00
	Right-of-Way	Right-of-Way Registration Fee		\$100.00 Annually	\$100.00 Annually
	Right-of-Way	Right-of-Way Sidewalk, Apron, Commercial		\$200.00	\$200.00
	Right-of-Way	Small Wireless Facility Installation (6 to 15 Facilities)		\$100.00 per Facility	\$100.00 per Facility
	Right-of-Way	Small Wireless Facility Installation (up to 5 facilities)		\$500.00	\$500.00
	Right-of-Way	Small Wireless Facility Installation, Plan Review Escrow		\$10,000.00 (Unused Escrow Amount Returned)	\$10,000.00 (Unused Escrow Amount Returned)
	Right-of-Way	Small Wireless Facility, Collocation Rental		\$175.00 per Facility per Year (\$150.00 Rental/\$25.00 Maintenance)	\$175.00 per Facility per Year (\$150.00 Rental/\$25.00 Maintenance)
	Right-of-Way	Work Without a Permit		Double Permit Fee	Double Permit Fee
	Signs	10' Galvanized Round Post		\$30.00	\$31.00
	Signs	10' Galvanized Square Post		\$45.00	\$46.00
	Signs	12' Galvanized Round Post		\$30.00	\$31.00

Category	Subcategory	Item	Tier	2023 Fee	2024 Proposed Fee's
	Signs	3" X 60" Post Delineators		\$30.00	\$31.00
	Signs	6'3# Green Channel Post		\$20.00	\$21.00
	Signs	7'2# Galvanized Channel Post		\$20.00	\$21.00
	Signs	7'3# Galvanized Channel Post		\$30.00	\$31.00
	Signs	8'2# Green Channel Post		\$30.00	\$31.00
	Signs	9 Button Marker		\$30.00	\$31.00
	Signs	Band-It Hardware Average		\$20.00	\$21.00
	Signs	Crosswalk Arrow		\$40.00	\$41.00
	Signs	Crosswalk Sign		\$90.00	\$92.00
	Signs	Heavy Duty Cap Bracket 12"		\$20.00	\$21.00
	Signs	Heavy Duty T Bracket 12"		\$20.00	\$21.00
	Signs	Island Keep Right Sign		\$45.00	\$46.00
	Signs	Light Pole Bracket		\$25.00	\$26.00
	Signs	Marker Band		\$15.00	\$16.00
	Signs	No Parking Sign		\$25.00	\$26.00
	Signs	Nuts and Bolts Per Sign		\$10.00	\$10.00
	Signs	Speed Limit Sign 24" X 30"		\$40.00	\$41.00
	Signs	Square Surface Mount Bracket Break Away		\$155.00	\$159.00
	Signs	Stop Sign - 30" Visual Impact Perception		\$80.00	\$82.00
	Signs	Stop Sign - 36" Visual Impact Perception		\$105.00	\$108.00
	Signs	Street Name Sign - 24" Visual Impact Perception		\$95.00	\$97.00
	Signs	Street Name Sign - 28" Visual Impact Perception		\$95.00	\$97.00
	Signs	Street Name Sign - 30" Visual Impact Perception		\$100.00	\$103.00
	Signs	Street Name Sign - 34" Visual Impact Perception		\$105.00	\$108.00
	Signs	Street Name Sign - 36" Visual Impact Perception		\$110.00	\$113.00
	Signs	Street Name Sign - 42" Visual Impact Perception		\$120.00	\$123.00
	Signs	Street Name Sign 48" Visual Impact Perception		\$125.00	\$128.00
	Signs	Warning Sign - 30" Visual Impact Perception		\$80.00	\$82.00
	Signs	Warning Sign - 36" Visual Impact Perception		\$110.00	\$113.00
	Spring Clean up	Grill		\$10.00 Each	\$10.00 Each
	Spring Clean up	Push mower		\$10.00 Each	\$10.00 Each
	Spring Cleanup	Air Conditioner		\$10.00 Each	\$10.00 Each
	Spring Cleanup	Appliances, Ammonia Refrigerant		\$95.00 and Up	\$100.00 and Up
	Spring Cleanup	Bulbs, Fluorescent		No Charge	No Charge
	Spring Cleanup	By Load (Car Trunk)		\$15.00 - \$45.00	\$20.00 - \$50.00
	Spring Cleanup	By Load (Pickup Truck)		\$40.00 - \$120.00	\$50.00 - \$130.00
	Spring Cleanup	By Load (SUV/Station Wagon)		\$20.00 - \$60.00	\$30.00 - \$70.00
	Spring Cleanup	By Load Box Truck			\$70.00-\$150.00
	Spring Cleanup	Car Battery		No Charge	No Charge
	Spring Cleanup	Chair		\$5.00 Each	\$5.00 Each
	Spring Cleanup	Computers		No Charge	No Charge
	Spring Cleanup	Dishwasher		\$10.00 Each	\$10.00 Each
	Spring Cleanup	Electronics		No Charge	No Charge
	Spring Cleanup	Exercise Equipment			\$10.00 Each
	Spring Cleanup	Freezer		\$10.00 Each	\$10.00 Each
	Spring Cleanup	Lumber, Railroad Tie, 6X6 or 6X8		\$10.00 Each	\$10.00 Each
	Spring Cleanup	Lumber, Treated, 2X4		\$4.00 Each	\$5.00 Each
	Spring Cleanup	Lumber, Treated, 4X4		\$7.00 Each	\$8.00 Each
	Spring Cleanup	Mattress or Box Spring		\$30.00 Each	\$20.00 Each
	Spring Cleanup	Mattress, Crib		\$15.00 Each	\$10.00 Each
	Spring Cleanup	Microwave		\$10.00 Each	No Charge
	Spring Cleanup	Paint, Household, Latex or Oil Based		No Charge	No Charge
	Spring Cleanup	Refrigerator (No Gas Ammonia)		\$10.00 Each	\$10.00 Each
	Spring Cleanup	Snow Blower			\$15.00 Each
	Spring Cleanup	Sofa		\$10.00 Each	\$10.00 Each
	Spring Cleanup	Stove		\$10.00 Each	\$10.00 Each
	Spring Cleanup	Television		No Charge	No Charge
	Spring Cleanup	Tire, Car/Light Truck		\$2.00 Each	\$3.00 Each
	Spring Cleanup	Tire, Semi Truck		\$8.00 Each	\$10.00 Each
	Spring Cleanup	Tire, Tractor		\$30.00 Each	\$30.00 Each
	Spring Cleanup	Washer or Dryer		\$10.00 Each	\$10.00 Each
	Spring Cleanup	Water Heater		\$10.00 Each	\$10.00 Each
	Spring Cleanup	Water Softener		\$10.00 Each	\$10.00 Each
	Street Lights	Fixture, Cobra Head, LED		\$860.00 Each or Current Cost	\$1,468.50 Each or Current Cost
	Street Lights	Fixture, Concrete, LED		\$1,320.00 Each or Current Cost	\$2,964.50 Each or Current Cost
	Street Lights	Fixture, Granville, LED		\$1595.00 Each or Current Cost	\$1,864.50 Each or Current Cost
	Street Lights	Fixture, Residential, LED		\$1625.00 Each or Current Cost	\$1,978.90 Each or Current Cost
	Street Lights	Mast Arm, Pole		\$825.00 Each or Current Cost	\$907.50 Each or Current Cost
	Street Lights	Mast Arm, Pole, Dual		\$825.00 Each or Current Cost	\$907.50 Each or Current Cost
	Street Lights	Pole, Commercial, Round Tapered - 20'		\$2,200.00 Each or Current Cost	\$2,420.00 Each or Current Cost
	Street Lights	Pole, Commercial, Round Tapered - 30'		\$3,400.00 Each or Current Cost	\$3,740.00 Each or Current Cost
	Street Lights	Pole, Concrete		\$3,850.00 Each or Current Cost	\$4,235.00 Each or Current Cost
	Street Lights	Pole, Decorative, 14'		\$2090.00 Each or Current Cost	\$2,524.50 Each or Current Cost
	Street Lights	Pole, Decorative, 18'		\$2950.00 Each or Current Cost	\$3,245.00 Each or Current Cost
	Street Lights	Pole, Residential		\$1079.00 Each or Current Cost	\$1,622.50 Each or Current Cost
Utilities	Permits/Rentals	2 1/2" Hydrant Water Meter, Deposit		\$1,300.00 (Actual Cost of Meter)	\$1,500.00 (Actual Cost of Meter)
	Permits/Rentals	2 1/2" Hydrant Water Meter, Permit Fee		\$50.00	\$50.00
	Permits/Rentals	2 1/2" Hydrant Water Meter, Rental Fee		\$5.00 per Day	\$5.00 per Day
	Permits/Rentals	2 1/2" Meter, Consumption Charge		\$4.50 per 1,000 Gallons Consumption	\$4.50 per 1,000 Gallons Consumption
	Permits/Rentals	3/4" Adapter, Consumption Charge		\$2.50 per 1,000 Gallons Consumption	\$4.50 per 1,000 Gallons Consumption
	Permits/Rentals	3/4" Adapter, Deposit		\$250.00	\$250.00
	Permits/Rentals	3/4" Adapter, Permit Fee		\$50.00	\$50.00
	Permits/Rentals	3/4" Adapter, Rental Fee		\$5.00 per Day	\$5.00 per Day
	Permits/Rentals	Fire Hydrant Hookup Permit		\$50.00	\$50.00
	Services	Accuracy Test of Water Meter (Requested by Water User) Outsource Meter Accuracy Certification		\$150.00	\$150.00
	Services	Utility Account Turn-off Fee		\$75.00	\$75.00
	Services	Water and Sewer Restoration Fee		\$5.00 plus 6% Interest per Annum	\$5.00 plus 6% Interest per Annum
	Services	Water Reconnection or Turn-on Fee (Outside Water Department Regular Working Hours)		\$90.00 per Occurrence; \$175.00 on Holidays	\$100.00 per Occurrence; \$175.00 on Holidays
	Sewer Usage Rates	Commercial	Base Charge	\$4.59 per Month	\$4.82 per Month
	Sewer Usage Rates	Commercial	All Non-Irrigation Usage	\$4.06 per 1,000 gallons	\$4.26 per 1,000 gallons
	Sewer Usage Rates	Residential	Base Charge	\$4.59 per Month	\$4.82 per Month
	Sewer Usage Rates	Residential	All Usage	\$4.06 per 1,000 gallons	\$4.26 per 1,000 gallons
	Stormwater Utility Fees	1.5+ Acre Residential		\$4.51 per Residential Unit per Month	\$4.65 per Residential Unit per Month
	Stormwater Utility Fees	Agricultural Land with Structure		\$70.18 per Parcel with Structure per Year	\$70.28 per Parcel with Structure per Year
	Stormwater Utility Fees	Apartments		\$1.43 per Residential Unit per Month	\$1.47 per Residential Unit per Month

Category	Subcategory	Item	Tier	2023 Fees	2024 Proposed Fees
	Stormwater Utility Fees	Cemeteries		\$10.77 per Acre per Year	\$11.09 per Acre per Year
	Stormwater Utility Fees	Churches		\$23.66 per Impervious Surface Acre per	\$24.37 per Impervious Surface Acre per
	Stormwater Utility Fees	Commercial / Industrial		\$23.66 per Impervious Surface Acre per	\$24.37 per Impervious Surface Acre per
	Stormwater Utility Fees	Golf Courses		\$10.77 per Acre per Year	\$11.09 per Acre per Year
	Stormwater Utility Fees	Mining		\$10.77 per Acre per Year	\$11.09 per Acre per Year
				\$23.66 per Impervious Surface Acre per	\$24.37 per Impervious Surface Acre per
	Stormwater Utility Fees	Schools			Month
	Stormwater Utility Fees	Single Family Home		\$6.10 per Residential Unit per Month	\$6.26 per Residential Unit per Month
	Stormwater Utility Fees	Townhomes		\$2.95 per Residential Unit per Month	\$3.04 per Residential Unit per Month
				\$5.40 per Month per Residential Lot	\$5.85 per Month per Residential Lot
				Equivalent (2.5 Lots/Acre for Commercial	Equivalent (2.5 Lots/Acre for Commercial
				and Churches; 1.25 Lots/Acre for Schools)	and Churches; 1.25 Lots/Acre for Schools)
	Street Light Rates	City-Owned, Commercial		\$5.40 per Month per Lot	\$5.85 per Month per Lot
	Street Light Rates	City-Owned, Residential		\$5.25 per Year	\$5.76 per Year
	Street Light Rates	Rural		\$6.50 Per Month	\$7.05 Per Month
	Street Light Rates	Xcel Owned		\$3.10 per Month	\$3.20 per Month
	Water Usage Rates	Residential, Base Charge	Single Family	\$3.10 per Month	\$3.20 per Month
	Water Usage Rates	Residential, Base Charge	Multi-family (per REU)	\$2.35 per Month	\$2.40 per Month
	Water Usage Rates	Residential, Usage	<6,000 Gallons per Month	\$1.08 Per 1,000 Gallons	\$1.11 Per 1,000 Gallons
	Water Usage Rates	Residential, Usage	6,001 to 9,000 Gallons per Month	\$1.63 Per 1,000 Gallons	\$1.68 Per 1,000 Gallons
	Water Usage Rates	Residential, Usage	9,001 to 12,000 Gallons per Month	\$2.43 Per 1,000 Gallons	\$2.50 Per 1,000 Gallons
	Water Usage Rates	Residential, Usage	>12,000 Gallons per Month	\$3.65 Per 1,000 Gallons	\$3.76 Per 1,000 Gallons
	Water Usage Rates	Commercial, Base Charge	Non-residential (0.5 Inches Meter Size)	\$3.10 per Month	\$3.20 per Month
	Water Usage Rates	Commercial, Base Charge	Non-residential (0.625 Inches Meter Size)	\$3.10 per Month	\$3.20 per Month
	Water Usage Rates	Commercial, Base Charge	Non-residential (0.75 Inches Meter Size)	\$3.10 per Month	\$3.20 per Month
	Water Usage Rates	Commercial, Base Charge	Non-residential (1.0 Inches Meter Size)	\$12.40 per Month	\$12.75 per Month
	Water Usage Rates	Commercial, Base Charge	Non-residential (1.5 Inches Meter Size)	\$24.80 per Month	\$25.50 per Month
	Water Usage Rates	Commercial, Base Charge	Non-residential (2.0 Inches Meter Size)	\$37.20 per Month	\$38.30 per Month
	Water Usage Rates	Commercial, Base Charge	Non-residential (3.0 Inches Meter Size)	\$43.25 per Month	\$44.54 per Month
	Water Usage Rates	Commercial, Base Charge	Non-residential (4.0 Inches Meter Size)	\$61.80 per Month	\$63.65 per Month
	Water Usage Rates	Commercial, Base Charge	Non-residential (6.0 Inches Meter Size)	\$154.50 per Month	\$159.15 per Month
	Water Usage Rates	Commercial, Usage (Non-Irrigation)	<6,000 Gallons per Month	\$1.08 Per 1,000 Gallons	\$1.11 Per 1,000 Gallons
	Water Usage Rates	Commercial, Usage (Non-Irrigation)	6,001 to 9,000 Gallons per Month	\$1.63 Per 1,000 Gallons	\$1.68 Per 1,000 Gallons
	Water Usage Rates	Commercial, Usage (Non-Irrigation)	9,001 to 12,000 Gallons per Month	\$2.43 Per 1,000 Gallons	\$2.50 Per 1,000 Gallons
	Water Usage Rates	Commercial, Usage (Non-Irrigation)	>12,000 Gallons per Month	\$3.65 Per 1,000 Gallons	\$3.76 Per 1,000 Gallons
	Water Usage Rates	Commercial, Usage (Irrigation)	<6,000 Gallons per Month	\$1.63 Per 1,000 Gallons	\$1.68 Per 1,000 Gallons
	Water Usage Rates	Commercial, Usage (Irrigation)	6,001 to 9,000 Gallons per Month	\$2.44 Per 1,000 Gallons	\$2.51 Per 1,000 Gallons
	Water Usage Rates	Commercial, Usage (Irrigation)	9,001 to 12,000 Gallons per Month	\$3.67 Per 1,000 Gallons	\$3.78 Per 1,000 Gallons
	Water Usage Rates	Commercial, Usage (Irrigation)	>12,000 Gallons per Month	\$5.49 Per 1,000 Gallons	\$5.65 Per 1,000 Gallons

ORDINANCE NO. 1079

AN ORDINANCE FOR THE CITY OF COTTAGE GROVE, MINNESOTA, AMENDING THE CITY FEE TABLE

The City Council of the City of Cottage Grove, Washington County, Minnesota, does hereby ordain as follows:

SECTION 1. AMENDMENT. The City Fee Table administered by the City of Cottage Grove, County of Washington, State of Minnesota, shall be amended as specified in Attachment A effective January 1, 2024 and will remain in effect until amended or otherwise specified.

SECTION 2. PUBLICATION BY TITLE AND SUMMARY. Pursuant to Minnesota Statute Section 412.191, subd. 4, in the case of a lengthy ordinance, a summary may be published in lieu of the entire ordinance. The entire ordinance has been posted in accordance with State Statute 415.19 on the City's Public Notices board at City Hall, and on the City's website under Pending Ordinances at least ten days before consideration. A copy of the entire ordinance is available at the office of the City Clerk and the fee table in its entirety will be published on the City's website. The following summary is approved by the City Council and shall be published in lieu of the entire ordinance:

City of Cottage Grove
Ordinance 1079

The Cottage Grove City Council passed Ordinance 1079, which amends the City Fee Table in the following categories effective 1/1/2024:

Ambulance (Basic Life Support, Advanced Life Support, Other) Animal (Impound, Licenses, Registrations) Development (Area Charges, Commercial/Industrial; Area Charges, Residential; Connection Fees, Commercial/Industrial; Connection Fees, Residential; Engineering; Miscellaneous) Fines (Code Enforcement; License) General Services (Copying/Printing; Finance; Miscellaneous) Golf Course (Cart Rental; Driving Range; Facility Rental; Food and Beverage Minimum; Greens Fee (Juniors); Greens Fee (Non-Patron); Greens Fee (Patron); Greens Fee (Seniors); Greens Fee (Twilight Golf); Season Pass; Tournament; Trail Fee) Ice Arena (High School Hockey Games; North & West Rink Ice Rental; Public Skating; Rentals, Other; South Rink Ice Rental; Turf Rental) Licenses (Business; Rental) Parks (Event/Tournament; Facility Use) Permits (Building, State Surcharges; Building/Mechanical/Plumbing Permits; Electrical; Grading/Excavation; Inspections; Mechanical/Plumbing (Commercial) Note: Add State Surcharge; Mechanical/Plumbing (Residential) Note: Add State Surcharge; Miscellaneous Permit Fees; Zoning) Public Safety (Data Requests; Fire Services; Police Services; Towing and Impound) Public Works (Equipment and Labor; Right-of-Way; Signs; Spring Cleanup; Street Lights) Utilities (Account;

Permits/Rentals; Services; Sewer Usage Rates; Stormwater Utility Fees; Street Light Rates; Water Meters; Water Usage Rates).

The full text of Ordinance 1079 is available at Cottage Grove City Hall during regular business hours and the new fee table will also be available on the city website at cottagegrovemn.gov, search City Fee Table, after it becomes effective.

Tamara Anderson
City Clerk

SECTION 3. EFFECTIVE DATE. This ordinance shall be in full force and effect on 1/1/2020 after its passage and publication according to law.

Passed this 20th day of December 2023.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



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

FROM: Tammy Anderson

DATE: December 20, 2023

RE: Business License Renewals

Discussion

The City of Cottage Grove licenses specific business activities and most licenses are issued on a calendar-year basis and are subject to renewal. Certain license types require City Council authorization for issuance as specified by our City Code and/or the recommendation of our City Attorney. These licenses include Liquor, Tobacco, Therapeutic Massage Businesses and Massage Therapists.

A due date of November 15, 2023 was given to businesses for submission of renewal applications. This provides staff time to complete verifications and any required background checks before they are presented to the City Council for approval. Applications that have been submitted, have cleared the background checks, and have not already been approved to this point are included in the attached resolution. As some applications have not been submitted or are incomplete, I will forward additional renewals to the City Council on January 3, 2024.

Recommendation

Adopt Resolution 2023-147 authorizing renewal of business licenses for 2024.

Attachments

1.	Resolution - 2023 Business License Renewals - 2023-147
2.	Attachment - Approved Businesses 2024

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2023-147

BUSINESS LICENSE RENEWALS FOR 2024

WHEREAS, the City of Cottage Grove licenses specific business activities on a calendar-year basis and such licenses expire on December 31 and are subject to renewal; and

WHEREAS, certain license types require City Council authorization for issuance as specified by our City Code and/or the recommendation of our City Attorney; and

WHEREAS, the businesses listed in Attachment A have submitted license renewal applications; and

WHEREAS, the applications have been reviewed and the businesses have undergone background investigations by the Police Division of the Public Safety Department and the City Clerk Division of the Administration Department; and

WHEREAS, the results of the background investigations have not revealed anything that would constitute a basis for denial of the renewal applications;

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, authorizes renewal of the business licenses specified in Attachment A, for the year of 2024 conditioned on compliance with all applicable state and local regulations related to each specific license type.

Passed this 20th day of December 2023.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

RESOLUTION 2023-147 - ATTACHMENT A

Liquor Licenses			
License Type	Business	Address	Licensee
Liquor License	Top Ten Liquors	8617 East Pt Douglas Rd S	Jonathan Garrett Halper
	VFW	9260 East Pt Douglas Rd S	Constance June Wylie

License Type	Business	Address	Licensee
Tobacco	Top Ten Liquors	8617 East Pt Douglas Rd S	Jonathan Garrett Halper
	Holiday Station Store #443	8610 East Pt Dougl's Rd S	Gary Brant
	Walgreens	7135 East Point Douglas S	Brian Richard Brown

License Type	Business	Address	Licensee
Massage	The Healing Place	8617 West Pt Douglas Rd	Ramona Westerberg
	The Healing Place Massage Therapist	8618 West Pt Douglas Rd	Ramona Lee Westerberg
	The Healing Place Massage Therapist	8619 West Pt Douglas Rd	Karandra Lee Duppong
	The Healing Place Massage Therapist	8620 West Pt Douglas Rd	Jessica Nicole Josephson
	The Healing Place Massage Therapist	8621 West Pt Douglas Rd	Stephanie Louise Staats
	The Healing Place Massage Therapist	8622 West Pt Douglas Rd	Jacqueline Joyee Head
	The Healing Place Massage Therapist	8623 West Pt Douglas Rd	Shelly Rae Harris
	Shiny Balance Nails	7240 East Pt Douglas Rd	Sarah JoMalter Carlson
	Shiny Balance Nails Massage Therapist	7241 East Pt Douglas Rd	Sarah JoMalter Carlson
	The Summer Spa	8471 East Pt Douglas Rd	Xioomei Li
	The Summer Spa Massage Therapist	8472 East Pt Douglas Rd	Xioomei Li



City Council Action Request

7.D.

Meeting Date	12/20/2023				
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: December 14, 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.

2024 RENTAL LICENSES
CITY COUNCIL APPROVAL - DECEMBER 20, 2023

RENTAL LICENSE NUMBER	PROPERTY STREET #	PROPERTY STREET NAME	PROPERTY OWNER
RENT-001919	9514	Kimbro Avenue South	Dolan Jr., Daniel
RENT-001934	7026	Homestead Avenue South	Blanche, Victor Paul
RENT-001942	8422	68th Street South	Nielsen, Daniel
RENT-001945	6714	92nd Bay South	Unique Homes Rental
RENT-001954	8867	89th Street Circle South	Nielsen, Daniel
RENT-002012	7595	Lamar Avenue South	Stulc, Edward
RENT-002059	8715	Ivywood Avenue South	JCA Homes LLC



City Council Action Request

7.E.

Meeting Date 12/20/2023

Department Administration

Agenda Category Action Item

Title 2024 Non-Rep Pay Plan & Benefits

Staff Recommendation Approve Resolution 2023-164 adopting the 2024 Pay Plan and Benefits for employees not covered by a labor contract for the City of Cottage Grove.

Budget Implication Included in the 2024 Budget

Attachments	1.	2024 Non-Rep Pay Plan Resolution
	2.	Appendix A- 2024



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

FROM: Joe Fischbach

DATE: December 20, 2023

RE: 2024 Non-Rep Pay Plan & Benefits

Discussion

Each year the City Council approves a Resolution adopting the pay plan and benefits for employees not covered by a labor contract. Attached is Resolution 2023-164 requesting the adoption of the pay plan and benefits for 2024. The attached pay plan incorporates a 3% cost-of-living-adjustment (COLA) for all positions. This is the same COLA that has been offered to the 4 labor unions.

Recommendation

Approve Resolution 2023-164 adopting the 2024 Pay Plan and Benefits for employees not covered by a labor contract for the City of Cottage Grove.

Attachments

1.	2024 Non-Rep Pay Plan Resolution
2.	Appendix A- 2024

RESOLUTION 2023-164
ADOPTING 2024 PAY PLAN AND BENEFITS FOR EMPLOYEES NOT
COVERED BY A LABOR CONTRACT FOR THE CITY OF COTTAGE GROVE

See Last Page for Amendment Notations

ARTICLE I. PAY SCHEDULE

Section 1. Attachment A setting forth thirteen grades and seven steps is hereby adopted as the City's pay schedule for non-represented employees for the pay period starting January 1, 2024. The plan incorporates a 3% COLA. These adjustments cover all non-represented regular, full and part-time employees who are not subject to a bargaining contract for 2024, as defined by the City Council through the Non-Represented Pay Plan.

Section 2. The positions covered by this resolution are hereby classified into grades as follows on the pay schedule shown in Attachment A.

Section 3. For those employees appointed to full-time regular status, normal progression through the pay steps, as set forth in Attachments A will be as follows:

Beginning	- Step 1
6 Months	- Step 2
1 Year	- Step 3
2 Years	- Step 4
3 Years	- Step 5
4 Years	- Step 6
5 Years	- Step 7

Be it provided, however, that based on other job-relevant factors (including but not limited to recruitment needs, market comparability, pay equity considerations, and performance), the City Administrator may recommend the placement of an employee at a step other than that indicated by the above usual schedule.

Be it further provided that the City Administrator is authorized to recognize and reward meritorious performance by increasing an employee's compensation one additional step on any anniversary adjustment. However, such extraordinary increases shall not be extended more than two times during the initial five years of employment.

In addition, the City Administrator is authorized to defer step pay increases and/or annual pay adjustments based on poor performance. An employee's performance must be recognized as satisfactory in order to be eligible for pay increases.

ARTICLE II. HOURS

Section 1. The average work month for employees for the purpose of computing vacation, sick leave and fraction of a month's work shall be one hundred seventy-three (173) hours.

ARTICLE III. OVERTIME

Section 1. The positions of Public Safety Director, Fire Chief, Police Captain and Deputy Fire Chief shall be paid overtime under the following conditions:

- A. Those employees assigned are called to work on any holiday as listed in the Personnel Policy.
- B. Those employees called to testify in a court of law on their regularly assigned days off.
- C. Those employees assigned to work outside employment.

Section 2. The positions of Office Assistant II, Finance Assistant II, Administration Specialist, Administrative Technician- Fleet Maintenance, Transcriptionist, Community Development Assistant, Secretary, Administrative Assistant, Customer Service Representative, Accounting Specialist, Human Resources/Payroll Specialist, Records Specialist, Criminal Analyst, Building Permit Technician, Investigative Aide, Administrative Secretary, Building Inspector, Code Enforcement Officer, IT Specialist, HERO Center Facility Operations Specialist and Records Coordinator shall be eligible for payment of overtime.

Section 3. Overtime shall be paid at the rate of one and one-half times the employee's regular hourly rate.

Section 4. No overtime shall be paid to any of the other employees listed in this resolution.

ARTICLE IV. POLICY

Section 1. The Public Safety Director, Fire Chief, Police Captains, and Deputy Fire Chief shall be provided uniforms, subject to the approval of the City Administrator or designee.

Section 2. The EMPLOYER shall pay a maximum contribution per month per employee. The contribution may be used toward the premium for group medical coverage. Contribution amounts available but not used for medical coverage can be used for dental insurance for the employee and the employee's dependents, and toward the premium for additional life insurance, long-term disability coverage, or additional benefits allowed under the City's flexible benefits plan. Effective August 29, 2002, all new employees who work an average of thirty-one

(31) hours per week or more must enroll in a minimum of single medical coverage. Effective 1/1/2005 for current employees not waiving coverage, he/she cannot waive coverage in the future. Further, effective 1/1/2005, if the employee currently waives coverage and chooses to purchase coverage, he/she cannot later choose to waive coverage.

The employer contribution for 2024 will be as follows:

HSA Passport Plan

Single- 100% of premium
Single + One- 70% of premium
Single + Children- 70% of premium
Family- 70% of premium

HSA Elect Plan

Single- 100% of premium
Single + One- 70% of premium
Single + Children- 70% of premium
Family- 70% of premium

Both the Passport and Elect plans have a, \$4,500- employee and \$9,000- all others, deductible. However, the employee will be responsible for, \$2,500- employee and \$5,000- all others, of the deductible amount. The remainder will be covered by the employer through a HRA. Of the \$2,500/\$5,000 amount the employer will contribute \$1,400/\$2,800 into the employee's HSA, on a matching basis. The employer contribution amount is provided on a matching basis of 2 (two) employer dollars for every 1 (one) dollar contributed by the employee, up to the annual employer maximum. The employer HSA contributions will be made in two equal payments, the first pay dates in January and July. Both plans will have an imbedded deductible. There is an 80/20 payment arrangement once the deductible is met, whereby the insurance company pays 80 percent and the employee/employer pay the other 20 percent, up to an out-of-pocket maximum. The out-of-pocket maximums are, \$5,800 - employee and \$11,600 - all others. If the employee/employer experience out of pocket costs, the employer will cover up to the \$1,300- employee and up to the \$2,600- all others.

The City will pay for single dental coverage for employees enrolled in the City health insurance plan.

Employees who waive but do not receive waiver compensation may still waive but will not receive any waiver compensation. All new employees must enroll in a minimum of single medical coverage. If an employee receiving waiver compensation elects City insurance and then waives again in the future, they will not be eligible for the waiver compensation.

Section 3. The City shall pay the premium for group life insurance for all permanent full-time employees; insurance to equal \$1,000 coverage per \$1,000

of annual base salary.

Section 4. The Public Works Director, Public Safety Director, City Engineer, Police Captains, Fire Chief and Deputy Fire Chief shall be issued City vehicles or allowed a monthly car allowance as determined by the City Administrator and subject to the rules established in the City's Travel, Training, and Education Policy.

Section 5. Pensioned or pension-eligible former employees (including those who were members of bargaining units during their employment) of the City may continue participation in the City's group hospitalization, health, dental and life insurance programs for themselves and their dependents, provided that such former employee will be required to pay the full premium for such insurance coverage by the first day of each month that coverage is desired. Insured dependents may continue coverage upon death of the former employee.

The availability of such coverage to former employees and their dependents shall be consistent with applicable State law and subject to whatever restrictions or limitations may be placed on the coverage by the City's insurance carrier. The City's policy somewhat exceeds minimum requirements of State law. The City Administrator shall annually review the effect of the participation of former employees and their dependents on the City's insurance program, and to the extent not inconsistent with State law, the City Council retains the right to terminate participation and/or otherwise modify the program when it is determined to be in the best interest of the City and/or its current employees.

Section 6. All other conditions of employment shall be those as adopted by the Personnel Policy, and not in conflict with the foregoing articles.

ARTICLE V. REPEAL

Section 1. This resolution supercedes and replaces all previous resolutions relating to the pay plan for non-represented employee (including, but not limited to, Resolutions 00-38, 01-084, 01-176, 02-008, 02-132, 02-235, 03-163, 04-214, 04-219, 05-009, 06-096, 06-252, 07-204, 08-201, 09-159, 09-191, 10-181, 12-053, 12-087, 13-003 and 13-134, 14-116, 15-049, 15-127, 16-179, 17-161, 18-111, 18-161, 19-071, 19-131, 2020-158, 2021-152, 2022-050, 2022-073, 2022-108, 2022-171).

ARTICLE VI. REVIEW

The City Administrator shall periodically review this Pay Plan and shall recommend to the City Council any required adjustments.

ARTICLE VII. IMPLEMENTATION PROCESS

Section 1. This resolution adopting a 2023 pay plan and benefits for employees not covered by a labor contract, when adopted, shall be updated as necessary.

ARTICLE VIII. EFFECTIVE DATE

Section 1. This resolution shall become effective January 2, 2023 and shall remain in effect until amended by the City Council.

AMENDMENTS

This 2023 Pay Plan was adopted by City Council **Resolution No. 2023-014** on 2/1/2023. The resolutions amending the pay plan are listed below, and these amendments have been incorporated into the pay plan.

Amendments:

1. **Resolution No. 2020-158** Adopting 2021 Pay Plan and Benefits, with reclassifications, for employees not covered by a labor contract for the City of Cottage Grove.
2. **Resolution No. 2021-152** Adopting 2022 Pay Plan and Benefits, with reclassifications, for employees not covered by a labor contract for the City of Cottage Grove.
3. **Resolution No. 2022-050** Adopting 2022 Pay Plan and Benefits, with added positions, for employees not covered by a labor contract for the City of Cottage Grove.
4. **Resolution No. 2022-073** Adopting 2022 Pay Plan and Benefits, with added positions, for employees not covered by a labor contract for the City of Cottage Grove.
5. **Resolution No. 2022-108** Adopting 2022 Pay Plan and Benefits, with reclassifications, for employees not covered by a labor contract for the City of Cottage Grove.
6. **Resolution No. 2022-171** Adopting 2023 Pay Plan and Benefits, with reclassifications, for employees not covered by a labor contract for the City of Cottage Grove.
7. **Resolution No. 2023-014** Adopting 2023 Pay Plan and Benefits, with reclassifications, for employees not covered by a labor contract for the City of Cottage Grove.
8. **Resolution No. 2023-164** Adopting 2024 Pay Plan and Benefits, with reclassifications, for employees not covered by a labor contract for the City of Cottage Grove.

Passed this 20th day of December 2023.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

Appendix A

2024 NON-REPRESENTED PAY PLAN								
Level	Title	MIN - 1	2	3	MID - 4	5	6	MAX - 7
		80%	83%	87%	90%	93%	97%	100%
X03	City Administrator	78.38	81.32	85.23	88.17	91.11	95.03	97.97
X02	Finance Director	63.11	65.48	68.63	71.00	73.37	76.52	78.89
X02	Public Safety Director							
X02	Public Works Director							
X01	Community Development Director	57.38	59.53	62.40	64.55	66.70	69.57	71.72
X01	Park & Rec Director							
X01	Fire Chief							
X01	Police Captain							
X01	City Engineer							
21	Economic Development Director	47.26	49.03	51.39	53.16	54.94	57.30	59.07
21	Assistant City Engineer							
21	Assistant Finance Director							
21	Chief Building Official							
21	Communications Manager							
21	Deputy Fire Chief							
21	Fleet & Facilities Manager							
21	Human Resources Manager							
21	IT Manager							
21	Superintendents							
20	HERO Center Manager	43.96	45.61	47.81	49.46	51.10	53.30	54.95
20	Project Engineer							
20	Recreation Facilities Manager							
20	Recreation Services Manager							
20	River Oaks General Manager							
19	Assistant to City Administrator	40.90	42.44	44.48	46.02	47.55	49.60	51.13
19	River Oaks Superintendent							
19	Senior Building Inspector							
19	Senior Planner							
19	Fire Marshal							
19	City Clerk							
19	Systems Administrator							
18	Management Analyst	38.03	39.46	41.36	42.79	44.21	46.11	47.54
18	Records Manager							
17	Accountant	35.39	36.72	38.49	39.82	41.14	42.91	44.24
17	Building Inspector							
17	Golf Assistant Superintendent							
17	Graduate Engineer							
17	IT Specialist							
17	Planner							
17	Human Resources/Payroll Specialist							
17	HERO Center Facility Operations Specialist							
16	Code Enforcement Officer	32.91	34.15	35.79	37.03	38.26	39.91	41.14
16	Recreation/Arena Supervisor							
16	Marketing/Communications Specialist							
16	Executive Chef							
16	Golf Professional							
16	Criminal Analyst							
15	Accounting Specialist	30.62	31.76	33.29	34.44	35.59	37.12	38.27
15	Administrative Training Coordinator							
15	Management Assistant							
15	Records Coordinator							
15	Associate Planner							
14	Admin Secretary- Public Works	28.49	29.56	30.98	32.05	33.12	34.54	35.61
14	Building Permit Technician							
14	Investigative Aide							
14	Records Specialist							
14	GIS Technician							
14	Events Manager							
14	Grill Manager/Line Cook							
13	Community Development Assistant	26.50	27.49	28.81	29.81	30.80	32.13	33.12
13	Secretary / Administrative Assistant							
13	Administrative Technician- Fleet							
13	Customer Service Representative							
12	Transcriptionist	24.66	25.58	26.81	27.74	28.66	29.90	30.82
	Office Assistant II							
	Finance Assistant II							
	Administration Specialist							



City Council Action Request

7.F.

Meeting Date 12/20/2023

Department Administration

Agenda Category Action Item

Title Personnel Policy Update

Staff Recommendation Adopt Resolution 2023-169 approving the updated Annual Leave policy and adding the earned safe and sick time policy to the Personnel Policy.

Budget Implication N/A

Attachments	1.	AL ESST Resolution
	2.	ESST Flyer



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

FROM: Joe Fischbach

DATE: December 20, 2023

RE: Personnel Policy Update

Discussion

This year, the Minnesota Legislature passed a new law that allows all Minnesota employees to earn and use paid time for allowed purposes. The law is referred to as earned safe and sick time (ESST). It is effective on January 1, 2024.

Staff have been working the past few months to put all the pieces in place to implement the new law into our policies, payroll system, etc. Our Annual Leave (PTO) program provides a richer benefit than the new law, so employees who earn Annual Leave will be covered. These employees will have up to 48 hours per year dedicated to allowed ESST use if they so choose. The allowed uses for ESST are defined in the attached Resolution and taken directly from the state law.

The biggest change for ESST will be for part-time and/or seasonal employees that do not currently accrue Annual Leave. These employees will now earn one hour of ESST for every 30 hours that they work, up to 48 hours per year and a maximum bank of 80 hours. Historically, these employees would not get paid if they missed work if they were sick or had to miss for another allowed purpose. Starting in January, they will be paid if they miss work for an allowed purpose under the policy and law if they have enough accrued hours banked.

The ESST flyer put together by the Minnesota Department of Labor and Industry is attached.

The City's goal has been to be an employer of choice. It has been important for the city to recruit talent to our organization. Starting in 2020, the city has begun conducting interviews with new employees about 90 days after their first day. The intent of these interviews is to discuss the onboarding process with the employee and get their feedback on how we can be an employer of choice. One suggestion implemented was to give all full-time employees at least 40 hours of Annual Leave on their first day. Many of our new employees have children and/or have a vacation planned. Without an Annual Leave bank to start, they would not get paid if they had to stay home with a sick child if they were sick or took a few days off for a pre-planned vacation. If the employee left prior to completing one year of employment, the 40 hours of annual leave would not be paid out when they left. They would only be paid out for the annual hours worked. The other suggestion that was implemented was to give employees

credit for past, relevant work experience. For example, if an employee came to the city with 10 years of experience in another city, they would accrue Annual Leave at the 10-year accrual rate, not the starting rate. In order for the city to be competitive in the marketplace and recruit talent to our organization, this is a critical factor, because many experienced employees would be leaving behind a large annual leave bank and a higher annual leave accrual rate.

Recommendation

Adopt Resolution 2023-169 approving the updated Annual Leave policy and adding the earned safe and sick time policy to the Personnel Policy.

Attachments

1.	AL ESST Resolution
2.	ESST Flyer

CITY OF COTTAGE GROVE
WASHINGTON COUNTY
STATE OF MINNESOTA

RESOLUTION NO. 2023-169

**A RESOLUTION AMENDING THE PERSONNEL POLICY OF THE CITY OF
COTTAGE TO AMEND SECTION 13.3 ANNUAL LEAVE TO PROVIDE FOR EARNED
SICK AND SAFE TIME**

Whereas, Minnesota's Earned Sick and Safe Time ("ESST") law requires employers to provide paid leave to employees who work in the state, which can be used for the reasons and under the conditions articulated in the City's ESST Policy, if they work at least eighty (80) hours in a year for the City and are not an independent contractor; and

Whereas, the City shall use the calendar year (January 1st through December 31st) for the purposes of the City's ESST policy; and

Whereas, ESST shall begin to accrue on January 1, 2024, or at the start of an employee's employment, whichever is later; and

Now therefore be it resolved by the City Council of the City of Cottage Grove that Section 13.3 of the Personnel Policy is amended as follows:

13.3 Annual Leave.

For full-time salaried employees, Annual-annual leave must be taken in increments of no less than eight (8) hours. For all other employees, annual leave must be taken in increments of no less than one-half hour.

13.3.1 Full-Time Employee. Each full-time City employee included in Non-represented Pay Plan shall earn annual leave at a bi-weekly rate, which will total the following amount of annual leave:

0 through 4 years City <u>(or equivalent)</u> employment	152 hours per year
5 through 9 years City <u>(or equivalent)</u> employment	176 hours per year
10 through 14 years City <u>(or equivalent)</u> employment	200 hours per year
15 through 19 years City <u>(or equivalent)</u> employment	232 hours per year
20+ years City <u>(or equivalent)</u> employment	248 hours per year

Employees currently earning 192 hours/year of Annual Leave will stay at the accrual rate until they reach 10 years of service.

13.3.2 Part-Time Employee. Each part-time employee included in the Non-

represented Pay Plan who works more than twenty (20) hours per week shall receive annual leave in proportion to the number of hours he/she works per pay period, in accordance with the above schedule. ~~Regular part-time employees who average less than twenty hours worked per week, shall receive no annual leave.~~

- 13.3.3 Approval of Annual Leave.** Except in the case of injury or illness of the employee or his/her family as defined in Minn. Stat. §181.9413, annual leave may only be taken upon approval of the employee's supervisor, which approval shall not be unreasonably withheld. Such approval shall consider City service needs. Except in the case of injury or illness, no employee shall be allowed to take more than 160 consecutive hours of annual leave at one time.

An employee who uses annual leave for illness or injury may be required to present evidence that he/she is again able to perform all the duties of his/her job description.

- 13.3.4 BankAccrual of Annual Leave.** At the start of employment, full-time salaried and full-time hourly employees shall be credited with at least forty (40) hours of annual leave that they can use before it is earned. At the start of employment, part-time employees included in the Non-represented Pay Plan shall be credited with at least twenty (20) hours of annual leave that they can use before it is earned. Annual leave ~~earned~~ shall be accrued at the accrual rates as the employee works, and the total number of earned annual leave hours shall be provided to the employee each pay period. ~~Annual leave with pay may not be taken unless it has been earned. Except in the case of injury or illness, no employee shall be allowed to take more than 160 consecutive hours of annual leave at one time.~~

Employees who terminate employment with the City and have annual leave time remaining shall be paid for their accrued annual leave. However, employees who terminate employment before completing one year of employment shall not be entitled to payout of the initial hours of annual leave that were credited at the start of employment., provided they have completed at least one thousand forty (1,040) hours of employment.

- 13.3.5 Converting Carryover of Annual Leave.** ~~Except as provided for employees converting to annual leave; n~~No employee may carry over more than two hundred sixty-four (264) hours of accumulated annual leave from one year to the next. In the event that an employee has in excess of two hundred sixty-four (264) accumulated hours of annual leave after December 31 of any year, the employee's accrued annual leave shall be reduced to two hundred sixty-four (264) hours.

~~Employees who converted to annual leave and who, from vacation and sick leave, exceed the maximum carry-over limitation, may carry over, as a maximum, the same number of hours to which their accumulated vacation and sick leaves converted. However, should an employee's accrued annual leave exceed this maximum after December 31 of any year, the employee's accrued annual leave shall be reduced to the maximum as computed herein.~~

13.3.6 Exchange of Annual Leave. For represented and non-represented pay plan employees, the total annual leave in this section includes ESST hours as defined in Section 13.3.7.

- a.** Once per year, on either the first pay period after April 1 or the first pay period after October 1, any employee who has completed at least seven (7) years of service with the City may exchange up to twenty-four (24) hours of accumulated annual leave for payment equal to twenty-four (24) hours of pay at his/her current rate. Any employee who has completed at least fifteen (15) years of service with the City may exchange up to forty (40) hours of accumulated annual leave for payment equal to forty (40) hours of pay at his/her existing rate. Payment may be made in cash, as a contribution to an employee's deferred compensation 457 plan, Roth 457 plan, Roth IRA plan or to the employee's health savings account (HSA).
- b.** As of December 31 of each year, if a non-represented employee with at least fifteen (15) years of service with the City has two hundred sixty-four (264) or more hours in their annual leave bank, the amount over two hundred sixty-four (264), up to twenty (20) hours of pay, will be transferred in to their health care savings plan (HCSP) and deducted from their annual leave bank.

13.3.6

13.3.7 Earned Sick and Safe Time. Effective Jan. 1, 2024

- a. Accrual of ESST.**

 - i. Represented and Non-Represented Pay Plan Employees.** The City's Annual Leave policy provides accrual banks that exceed the Minnesota ESST requirements. Therefore, no additional time shall be added to employees' current Annual Leave bank accruals for ESST. ESST shall be included as part of, and not in addition to, a regular, full-time salaried and full-time hourly employees' annual leave. Regular, full-time employees may not accrue more than forty-eight (48) hours of ESST in a year.
 - ii. Part-Time Temporary or Seasonal Employees.** Part-time and temporary or seasonal employees who work more than eighty (80) hours in a calendar year, but are not eligible for annual leave, will accrue one (1) hour of ESST for every thirty (30) hours worked by the employee, up to a

maximum of forty-eight (48) hours of accrued ESST per year.

b. Accumulation, Carry Over and Pay Out of ESST.

- i. The total amount of accrued but unused ESST for all employees will not exceed eighty (80) hours at any time. Once an employee's ESST bank reaches eighty (80) hours of accrued time, no additional time shall be accrued until the balance of the bank is brought below eighty (80) hours.
- ii. Employees are eligible to carry over up to eighty (80) hours of accrued but unused ESST into the following year. No employee may carry over more than eighty (80) hours of ESST from one year to the next. Any unused ESST hours in excess of eighty (80) hours after December 31 of any year, shall be reduced to eighty (80) hours.
- iii. An employee who transfers positions or departments within the City shall retain their accrued ESST.
- iv. For part-time temporary and seasonal employees who do not have annual leave, upon termination of employment, the City will not pay out any accrued but unused ESST time.
- v. For all represented and non-represented pay plan employees, upon termination of employment, payout of accrued but unused ESST shall be calculated pursuant to section 13.3.4, as part of their annual leave.

c. Use of ESST.

- i. Employees may use ESST, up to a maximum of forty-eight (48) hours per year. For part-time temporary or seasonal employees, ESST cannot be used until it is earned. All employees may use accrued ESST in a minimum of 30-minute increments for the following circumstances:
 1. An employee's own:
 - Mental or physical illness, injury, or other health condition;
 - Need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or
 - Need for preventative medical or health care.
 2. Care of an employee's family member:
 - With a mental or physical illness, injury, or other health condition;
 - Who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or other health condition; or
 - Who needs preventative medical or health care.
 3. Absence due to domestic abuse, sexual assault, or stalking of the employee or the employee's family member, provided the absence is to:
 - Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking;
 - Obtain services from a victim services organization;

- Obtain psychological or other counseling;
 - Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault, or stalking; or
 - Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking.
4. Closure of the employee's workplace due to weather or other public emergency or any employee's need to care for a family member whose school or place of care has been closed due to weather or other public emergency.
 5. The employee's inability to work or telework because the employee is:
 - Prohibited from working by the City due to health concerns related to the potential transmission of a communicable illness related to a public emergency; or
 - Seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and such employee has been exposed to a communicable disease or the City has requested a test or diagnosis
 6. When it has been determined by health authorities or by a health care professional that the presence of the employee or family member of the employee in the community would jeopardize the health of others because of the exposure of the employee or family member of the employee to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

For the purposes of the City's ESST Policy, "family member" includes an employee's:

- Child, foster child, adult child, legal ward, child for whom the employee is legal guardian, or child to whom the employee stands or stood in loco parentis;
- Spouse or registered domestic partner;
- Sibling, stepsibling, or foster sibling;
- Biological, adoptive, or foster parent, stepparent, or a person who stood in loco parentis when the employee was a minor child;
- Grandchild, foster grandchild, or stepgrandchild;
- Grandparent or step-grandparent;
- A child of a sibling of the employee;
- A sibling of the parents of the employee;
- A child-in-law or sibling-in-law;
- Any of the family members listed above of a spouse or registered domestic partner;

- Any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and
- Up to one individual annually designated by the employee.

d. Employee's Responsibilities for Use of ESST.

- Advance Notice. If the need for sick and safe leave is foreseeable, the City requires seven (7) days' advanced notice from the employee. If the need for sick and safe leave is unforeseeable, the employee must provide notice as soon as practicable.
- Documentation. When an employee uses ESST for more than three (3) consecutive days, the City shall require appropriate supporting documentation that the use of the ESST is covered under this Policy, such as medical documentation which supports medical leave, court records or related documentation. However, if the employee or employee's family member did not receive services from a health care professional, or if documentation cannot be obtained from a health care professional in a reasonable time or without added expense, then reasonable documentation may include a written sworn statement from the employee indicating that the employee is using, or used, ESST for a qualifying purpose. The City will not require an employee to disclose details related to domestic abuse, sexual assault, or stalking or the details of the employee's or the employee's family member's medical condition.
- Coverage of Shift; Replacement Worker. In accordance with state law, the City will not require an employee using ESST to find a replacement worker to cover the hours the employee will be absent.

e. Confidentiality and Nondisclosure of ESST Records.

- If, in connection with the ESST Policy, the City possesses: (1) health or medical information regarding an employee or an employee's family member; (2) information pertaining to domestic abuse, sexual assault, or stalking; (3) information that the employee has requested or obtained leave under the ESST Policy; or (4) any written or oral statement, documentation, record, or corroborating evidence provided by the employee or an employee's family member, the City will treat such information as confidential.
- Information given by an employee may only be disclosed by the City if the disclosure is requested or consented to by the employee, when ordered by a court or administrative agency, or when otherwise required by federal or state law.
- Records and documents relating to medical certifications, recertifications, or medical histories of employees or family members of employees created for purposes of the ESST Policy will be maintained as confidential medical records separate from the employee's personnel file. At the request of the employee, the City will

destroy or return any records obtained pursuant to the ESST Policy that are older than three (3) years prior to the current calendar year.

f. Pay, Benefits and Return to Work Protections.

- i. During an employee's use of ESST, the employee will continue to receive the City's employer insurance contribution as if the employee were not using ESST, provided, however, that the employee continues to pay any employee share of the cost of such benefits.
- ii. An employee returning from ESST leave is entitled to return to employment at the same rate of pay the employee had been receiving when the leave began, plus any automatic adjustments in the employee's pay scale that may have occurred during the leave period. The employee returning from leave is entitled to retain all accrued pre-leave benefits of employment and seniority as if the employee had been continually employed.
- iii. When there is a separation from employment with the City and the employee is rehired within one hundred eighty (180) days of separation from the City, previously accrued ESST that had not been used will be reinstated. An employee is entitled to use accrued ESST and accrue additional ESST at the commencement of reemployment.

Passed this 20th day of December, 2023.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

Earned sick and safe time as of Jan. 1, 2024

WHAT IS SICK AND SAFE TIME?

Sick and safe time is paid leave employers must provide to employees in Minnesota that can be used for certain reasons, including when an employee is sick, to care for a sick family member or to seek assistance if an employee or their family member has experienced domestic abuse.



WHO IS ELIGIBLE?

An employee is eligible for sick and safe time if they:

- work at least 80 hours in a year for an employer in Minnesota; and
- are not an independent contractor.

Temporary and part-time employees are eligible for sick and safe time. Sick and safe time requirements will not apply to building and construction industry employees who are represented by a building and construction trades labor organization if a valid waiver of these requirements is provided in a collective bargaining agreement.

HOW MUCH LEAVE CAN EMPLOYEES EARN?

An employee earns one hour of sick and safe time for every 30 hours worked and can earn a maximum of 48 hours each year unless the employer agrees to a higher amount.

AT WHAT RATE MUST THE LEAVE BE PAID?

Sick and safe time must be paid at the same hourly rate an employee earns when they are working.

WHAT CAN THE LEAVE BE USED FOR?

Employees can use their earned sick and safe time for reasons such as:

- the employee's mental or physical illness, treatment or preventive care;
- a family member's mental or physical illness, treatment or preventive care;
- absence due to domestic abuse, sexual assault or stalking of the employee or a family member;
- closure of the employee's workplace due to weather or public emergency or closure of a family member's school or care facility due to weather or public emergency; and
- when determined by a health authority or health care professional that the employee or family member is at risk of infecting others with a communicable disease.

WHICH FAMILY MEMBERS ARE INCLUDED?

Employees may use earned sick and safe time for their following family members:

1. their child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis (in place of a parent);
2. their spouse or registered domestic partner;
3. their sibling, stepsibling or foster sibling;
4. their biological, adoptive or foster parent, stepparent or a person who stood in loco parentis (in place of a parent) when the employee was a minor child;
5. their grandchild, foster grandchild or step-grandchild;
6. their grandparent or step-grandparent;
7. a child of a sibling of the employee;
8. a sibling of the parents of the employee;
9. a child-in-law or sibling-in-law;
10. any of the family members listed in 1 through 9 above of an employee's spouse or registered domestic partner;
11. any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and
12. up to one individual annually designated by the employee.

Earned sick and safe time as of Jan. 1, 2024

WHAT ADDITIONAL SICK AND SAFE TIME RESPONSIBILITIES DO EMPLOYERS HAVE?

In addition to providing their employees with one hour of paid leave for every 30 hours worked, up to at least 48 hours each year, employers are required to:

- include the total number of earned sick and safe time hours accrued and available for use, as well as the total number of earned sick and safe time hours used, on earnings statements provided to employees at the end of each pay period;
- provide employees with a notice by Jan. 1, 2024 — or at the start of employment, whichever is later — in English and in an employee's primary language if that is not English, informing them about earned sick and safe time; and
- include a sick and safe time notice in the employee handbook, if the employer has an employee handbook.

The Minnesota Department of Labor and Industry will prepare a uniform employee notice that employers can use and will make it available in the five most common languages spoken in Minnesota.

CURRENT SICK AND SAFE TIME LOCAL ORDINANCES

Earned sick and safe time local ordinances already exist in the cities of Bloomington, Duluth, Minneapolis and St. Paul, Minnesota. When Minnesota's statewide earned sick and safe time law goes into effect Jan. 1, 2024, employers must follow the most protective law that applies to their employees.



Sick time

For physical or
mental health
conditions, illness
or injury



Safe time

To address domestic
abuse, sexual assault
or stalking



Labor Standards • 443 Lafayette Road N. • St. Paul, MN 55155
651-284-5075 • 800-342-5354 • dli.mn.gov • dli.laborstandards@state.mn.us

Notice: This is a brief summary of Minnesota law. It is intended as a guide and is not to be considered a substitute for Minnesota Statutes regarding earned sick and safe leave.



City Council Action Request

7.G.

Meeting Date	12/20/2023						
Department	Administration						
Agenda Category	Action Item						
Title	Health and Dental Insurance Benefits						
Staff Recommendation	Approve the Delta Dental of Minnesota Group Dental Plan Risk Contract and the Medica Master Group Contract for 2024. The Delta Dental contract is attached. The Medica Summary of Benefits and Coverage (SBC) is attached. The formal Medica contract will be issued later this month or early next month.						
Budget Implication							
Attachments	<table><tr><td>1.</td><td>Medica SBC</td></tr><tr><td>2.</td><td>Medica SBC</td></tr><tr><td>3.</td><td>Delta Dental Contract 2024</td></tr></table>	1.	Medica SBC	2.	Medica SBC	3.	Delta Dental Contract 2024
1.	Medica SBC						
2.	Medica SBC						
3.	Delta Dental Contract 2024						



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

FROM: Joe Fischbach

DATE: December 20, 2023

RE: Health and Dental Insurance Benefits

Discussion

Medical Insurance

The City of Cottage Grove currently offers health and dental insurance among other benefits to its' full-time employees. The City conducted its last formal RFP for both medical and dental insurance in 2019 and will do so again in 2024.

The City currently offers medical insurance through Medica. Medica has been our provider for over 15 years. The City has a standalone plan, we are not part of a pool or consortium. That said, Medica does pool claims with their other's plans if any one member's expenses exceed \$100,000 for the year. The \$100,000 is part of our claim's history and the amount over \$100,000 is part of the Medica pool.

All employees must have at least single medical insurance coverage. We have a high deductible stacking plan where the employee pays the first \$2,500, the HRA pays the next \$3,300 under an 80% Medica / 20% HRA funding plan and Medica pays 100% after \$5,800. These amounts are doubled for employees with Employee plus Spouse, Employee plus Children or Family coverage. Attached is the document detailing how the stacking works. We have two different plans, Passport and Elect. Passport is an open network and under Elect, employees and their dependents must designate a primary care clinic and get a referral to see a specialist. The City pays 100% of the premium for single and 70% of the premium for the others. Below are the monthly premiums.

2024	Monthly		Per Month	Per Pay Period
<u>Passport</u>	Premium	Employer	Employee	Employee
Single	\$519.13	\$519.13	\$0.00	\$0.00
Single + 1	\$1,090.18	\$763.13	\$327.05	\$163.53
Single + Children	\$986.30	\$690.41	\$295.89	\$147.95

Family	\$1,453.55	\$1,017.49	\$436.06	\$218.03
	Monthly		Per Month	Per Pay Period
<u>Elect</u>	Premium	Employer	Employee	Employee
Single	\$454.24	\$454.24	\$0.00	\$0.00
Single + 1	\$953.90	\$667.73	\$286.17	\$143.09
Single + Children	\$863.01	\$604.11	\$258.90	\$129.45
Family	\$1,271.86	\$890.30	\$381.56	\$190.78

The City gives employees \$1,400 for single coverage and \$2,800 for Employee plus Spouse, Employee plus Children or Family coverage that is put into a pre-tax HSA to assist in paying their portion of medical expenses. All money put into an employee's account is theirs and all unspent monies rolls over from year to year.

Here is a breakdown of medical insurance elections for 2024:

Passport Single - 100 employees
Passport Family - 26 employees
Passport Employee + Spouse - 10 employees
Passport Employee + Children - 18 employees
Elect Family - 2 employees

It is anticipated that the City will pay \$1,480,752 in medical premiums in 2024. Of that amount, \$1,227,149.52 will be paid by the City and \$253,602.48 will be paid by employees with a 30% premium participation.

The City will contribute \$296,800 to employees' HSA accounts.

In 2022, the City paid \$160,702 in HRA claims. It is anticipated that we will pay out a similar amount in 2023 and 2024.

Dental Insurance

Up until about 5 years ago, the City had preventive dental as part of our medical insurance. This preventive dental covered two cleanings and one set of x-rays per year. Medica has ended this plan. The City also had a supplemental dental plan that was optional, and 100% employee paid. Once the preventive dental went away, the City agreed to pay the premium for single dental insurance. We also gave those that waived coverage an extra \$240 for their HSA.

Here is a breakdown of dental insurance elections for 2024:

Single - 90 employees
Employee + One - 10 employees
Family - 27 employees

Waiver - 24 employees

Below are the monthly premiums.

2024	Monthly		Per Month	Per Pay Period
Dental	Premium	Employer	Employee	Employee
Single	\$50.78	\$50.78	\$0.00	\$0.00
Single + 1	\$107.58	\$50.78	\$56.80	\$28.40
Family	\$152.72	\$50.78	\$101.94	\$50.97

It is anticipated that the City will pay \$130,680 in dental premiums in 2024. Of that amount, \$82,872 will be paid by the City and \$47,808 will be paid by employees with premium participation.

Staff budgeted enough in the self-insurance fund to cover the City's premium expenses for 2024.

Recommendation

Approve the Delta Dental of Minnesota Group Dental Plan Risk Contract and the Medica Master Group Contract for 2024. The Delta Dental contract is attached. The Medica Summary of Benefits and Coverage (SBC) is attached. The formal Medica contract will be issued later this month or early next month.

Attachments

1.	Medica SBC
2.	Medica SBC
3.	Delta Dental Contract 2024



The Summary of Benefits and Coverage (SBC) document will help you choose a health [plan](#). The SBC shows you how you and the [plan](#) would share the cost for covered health care services. NOTE: Information about the cost of this [plan](#) (called the [premium](#)) will be provided separately. This is only a **summary**. For more information about your coverage, or to get a copy of the complete terms of coverage, go to www.Medica.com or call 1-952-945-8000 (Minneapolis/St. Paul Metro area) or 1-800-952-3455. For general definitions of common terms, such as [allowed amount](#), [balance billing](#), [coinsurance](#), [copayment](#), [deductible](#), [provider](#), or other underlined terms, see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary or call 1-800-952-3455 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible ?	\$4,500 per person / \$9,000 per family for in-network services. \$6,750 per person / \$9,900 per family for out-of-network services.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan , each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible .
Are there services covered before you meet your deductible ?	Yes. Preventive care and prenatal care from in-network providers or well child and prenatal care from out-of-network providers .	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost sharing and before you meet your deductible . See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan ?	\$5,800 per person / \$11,600 per family for in-network services. \$11,000 per person for out-of-network services.	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan , they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit ?	Premiums , balance-billing charges (unless balanced billing is prohibited), health care this plan doesn't cover, out-of-network deductible and coinsurance .	Even though you pay these expenses, they don't count toward the out-of-pocket limit .
Will you pay less if you use a network provider ?	Yes. See www.Medica.com /FindCare or call 1-800-952-3455 (TTY:711) for a list of Medica Choice with UnitedHealthcare network providers .	This plan uses a provider network . You will pay less if you use a provider in the plan's network . You will pay the most if you use an out-of-network provider , and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist ?	No. You don't need a referral to see a specialist .	You can see the specialist you choose without a referral .



All [copayment](#) and [coinsurance](#) costs shown in this chart are after your [deductible](#) has been met, if a [deductible](#) applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	Primary care: 20% coinsurance Chiropractic: 20% coinsurance Retail Health: 20% coinsurance Virtual: 20% coinsurance	Primary care: 40% coinsurance Chiropractic: 40% coinsurance Retail Health: 40% coinsurance Virtual: 40% coinsurance	Limited to 15 visits per member, per year for out-of-network chiropractic care.
	Specialist visit	20% coinsurance	40% coinsurance	None
	Preventive care/screening/immunization	No charge. Deductible does not apply.	Well child care: 0% coinsurance . Deductible does not apply. Other services: 40% coinsurance	You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	Lab: 20% coinsurance Xray: 20% coinsurance	Lab: 40% co-insurance Xray: 40% co-insurance	None
	Imaging (CT/PET scans, MRIs)	20% coinsurance	40% coinsurance	None
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.Medica.com/DrugCost2	Generic drugs	Retail: 20% coinsurance Mail order: 20% coinsurance	40% coinsurance	Up to a 31-day supply/retail or 93-day supply/mail order prescription. Mail order drugs not covered out-of-network. Insulin: Your cost-share will not exceed \$25 per retail prescription unit. Some Over the Counter drugs can be obtained with a prescription at the preventive level of coverage. The list of covered drugs changes periodically. Notification of changes will be available 30 days prior to the change taking effect. ACA preventive drugs covered at no charge. Deductible does not apply.
	Preferred brand drugs	Retail: 20% coinsurance Mail order: 20% coinsurance	40% coinsurance	
	Non-preferred brand drugs	Retail: 40% coinsurance Mail order: 40% coinsurance	40% coinsurance	
	Specialty drugs	Preferred: 20% coinsurance . No more than \$200 copay /prescription. Non-preferred: 40% coinsurance .	Not covered	Up to a 31-day supply per prescription received from a designated specialty pharmacy. Amounts reimbursed or paid by a provider or manufacturer, on your behalf for a product or service, will not apply toward your cost share.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	20% coinsurance	40% coinsurance	None
	Physician/surgeon fees	20% coinsurance	40% coinsurance	None
If you need immediate medical attention	Emergency room care	20% coinsurance	20% coinsurance	In-network deductible and out-of-pocket applies.
	Emergency medical transportation	20% coinsurance	20% coinsurance	In-network deductible and out-of-pocket applies.
	Urgent care	20% coinsurance	20% coinsurance	In-network deductible and out-of-pocket applies.
If you have a hospital stay	Facility fee (e.g., hospital room)	20% coinsurance	40% coinsurance	None
	Physician/surgeon fees	20% coinsurance	40% coinsurance	None
If you need mental health, behavioral health, or substance abuse services	Outpatient services	20% coinsurance	40% coinsurance	None
	Inpatient services	20% coinsurance	40% coinsurance	Residential treatment is covered as part of inpatient services.
If you are pregnant	Office visits	Prenatal care: No charge. Deductible does not apply. Postnatal care: 20% coinsurance	Prenatal care: 0% coinsurance . Deductible does not apply. Postnatal care: 40% coinsurance	Cost sharing does not apply to in-network preventive services . Depending on the type of services, a copayment , coinsurance or deductible may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. certain ultrasounds.)
	Childbirth/delivery professional services	20% coinsurance	40% coinsurance	
	Childbirth/delivery facility services	20% coinsurance	40% coinsurance	

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need help recovering or have other special health needs	Home health care	20% coinsurance	40% coinsurance	120 visits per member per year in-network and 60 visits out-of-network, per member per year.
	Rehabilitation services	20% coinsurance	40% coinsurance	Out-of-network physical and occupational therapy is limited to a combined limit of 20 visits per member, per year. Out-of-network speech therapy is limited to 20 visits per member, per year. Visit limits are not applicable to behavioral health conditions.
	Habilitation services	20% coinsurance	40% coinsurance	Out-of-network physical and occupational therapy is limited to a combined limit of 20 visits per member, per year. Out-of-network speech therapy is limited to 20 visits per member, per year. Visit limits are not applicable to behavioral health conditions.
	Skilled nursing care	20% coinsurance	40% coinsurance	Limited to 120 days combined in and out-of-network providers .
	Durable medical equipment	20% coinsurance	40% coinsurance	None
	Hospice services	20% coinsurance	40% coinsurance	None
If your child needs dental or eye care	Children's eye exam	No charge. Deductible does not apply.	40% coinsurance	None
	Children's glasses	Not covered	Not covered	Glasses are not covered by the plan .
	Children's dental check-up	Not covered	Not covered	Dental check-ups are not covered by the plan .



Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of other excluded services .)		
• Acupuncture exceeding 15 visits per member per year for in-network and out-of-network acupuncture services combined • Bariatric surgery • Chiropractic care exceeding 15 visits per member per year out-of-network • Cosmetic surgery	• Dental care (Adult) • Dental check - up • Glasses • Infertility treatment exceeding \$5,000 medical/\$3,000 pharmacy per member per calendar year combined for in-network and out-of-network	• Long-term care • Private-duty nursing • Routine foot care except for specified conditions • Weight loss programs
Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)		
• Hearing aids	• Non-emergency care when traveling outside the U.S.	• Routine eye care (Adult)

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Medica at 1-800-952-3455 or for group health coverage subject to ERISA, Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform; for all other group health coverage, Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you, too, including buying individual insurance coverage through the [Health Insurance Marketplace](#). For more information about the [Marketplace](#), visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your [plan](#) for a denial of a [claim](#). This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical [claim](#). Your [plan](#) documents also provide complete information on how to submit a [claim](#), [appeal](#), or a [grievance](#) for any reason to your [plan](#). For more information about your rights, this notice, or assistance, contact: for group health coverage subject to ERISA, Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform; for all other group health coverage you may also contact Medica at 1-800-952-3455 or the Minnesota Department of Commerce at (651) 539-1600 or 1-800-657-3602.

Does this Plan Provide Minimum Essential Coverage? Yes.

[Minimum Essential Coverage](#) generally includes [plans](#), [health insurance](#) available through the [Marketplace](#) or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of [Minimum Essential Coverage](#), you may not be eligible for the [premium tax credit](#).

Does this Plan Meet the Minimum Value Standard? Yes.

If your [plan](#) doesn't meet the [Minimum Value Standards](#), you may be eligible for a [premium tax credit](#) to help you pay for a [plan](#) through the [Marketplace](#).

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-800-952-3455.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-952-3455.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 1-800-952-3455.

Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwijigo holne' 1-800-952-3455.

To see examples of how this [plan](#) might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this [plan](#) might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your [providers](#) charge, and many other factors. Focus on the [cost-sharing](#) amounts ([deductibles](#), [copayments](#) and [coinsurance](#)) and [excluded services](#) under the [plan](#). Use this information to compare the portion of costs you might pay under different health [plans](#). Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby (9 months of in-network pre-natal care and a hospital delivery)

■ The plan's overall deductible	\$4,500
■ Specialist coinsurance	40%
■ Hospital (facility) coinsurance	40%
■ Other coinsurance	20%

This EXAMPLE event includes services like:

[Specialist](#) office visits (*prenatal care*)
 Childbirth/Delivery Professional Services
 Childbirth/Delivery Facility Services
[Diagnostic tests](#) (*ultrasounds and blood work*)
[Specialist](#) visit (*anesthesia*)

Total Example Cost	\$12,700
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In this example, Peg would pay:

Cost Sharing

Deductibles	\$4,500
Copayments	\$0
Coinsurance	\$1,100

What isn't covered

Limits or exclusions	\$60
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The total Peg would pay is	\$5,660
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Managing Joe's type 2 Diabetes (a year of routine in-network care of a well-controlled condition)

■ The plan's overall deductible	\$4,500
■ Specialist coinsurance	40%
■ Hospital (facility) coinsurance	40%
■ Other coinsurance	20%

This EXAMPLE event includes services like:

[Primary care physician](#) office visits (*including disease education*)
[Diagnostic tests](#) (*blood work*)
[Prescription drugs](#)
[Durable medical equipment](#) (*glucose meter*)

Total Example Cost	\$5,600
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In this example, Joe would pay:

Cost Sharing

Deductibles	\$2,300
Copayments	\$300
Coinsurance	\$0

What isn't covered

Limits or exclusions	\$0
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The total Joe would pay is	\$2,600
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Mia's Simple fracture (in-network emergency room visit and follow up care)

■ The plan's overall deductible	\$4,500
■ Specialist coinsurance	40%
■ Hospital (facility) coinsurance	40%
■ Other coinsurance	20%

This EXAMPLE event includes services like:

[Emergency room care](#) (*including medical supplies*)
[Diagnostic test](#) (*x-ray*)
[Durable medical equipment](#) (*crutches*)
[Rehabilitation services](#) (*physical therapy*)

Total Example Cost	\$2,800
---------------------------	----------------

In this example, Mia would pay:

Cost Sharing

Deductibles	\$2,800
Copayments	\$0
Coinsurance	\$0

What isn't covered

Limits or exclusions	\$0
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The total Mia would pay is	\$2,800
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Note: The patient pays amounts assume the patient is not participating in a Flexible Spending Account (FSA), a Health Savings Account (HSA), or a Health Reimbursement Arrangement (HRA), including an HRA funded through a Voluntary Employee Beneficiary Association (VEBA-HRA). If you have a FSA, HSA, HRA, or VEBA-HRA, then you may have additional funds that could help cover certain out-of-pocket expenses such as [deductibles](#), [copayments](#), [coinsurance](#), and benefits otherwise not covered.

The [plan](#) would be responsible for the other costs of these EXAMPLE covered services.

Discrimination is Against the Law

Medica complies with applicable Federal civil rights laws and will not discriminate against any person on the basis of race, color, national origin, age, disability or sex. Medica:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as: TTY communication and written information in other formats (large print, audio, other formats).
- Provides free language services to people whose primary language is not English, such as: Qualified interpreters and information written in other languages.

If you need these services, call the number included in this document or on the back of your Medica ID card. If you believe that Medica has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability or sex, you can file a grievance with: Civil Rights Coordinator, Mail Route CP250, PO Box 9310, Minneapolis, MN 55443-9310, 952-992-3422 (phone/fax), TTY 711, civilrightscoordinator@medica.com.

You can file a grievance in person or by mail, fax, or email. You may also contact the Civil Rights Coordinator if you need assistance with filing a complaint.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf> or by mail or phone at: U.S. Department of Health and Human Services, 200 Independence Avenue, SW Room 509F, HHH Building, Washington, D.C. 20201, 800-368-1019, 800-537-7697 (TDD). Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

If you want free help translating this information, call the number included in this document or on the back of your Medica ID card.

Si desea asistencia gratuita para traducir esta información, llame al número que figura en este documento o en la parte posterior de su tarjeta de identificación de Medica.

Yog koj xav tau kev pab dawb kom txhais daim ntawv no, hu rau tus xov tooj nyob hauv daim ntawv no los yog nyob nraum qab ntawm koj daim npav Medica ID.

如果您需要免費翻譯此資訊,請致電本文檔中或者在您的Medica ID卡背面包含的號碼。

Nếu quý vị muốn trợ giúp dịch thông tin này miễn phí, hãy gọi vào số có trong tài liệu này hoặc ở mặt sau thẻ ID Medica của quý vị.

Odeeffannoo kana gargaarsa tolaan akka isinii hiikamu yoo barbaaddan, lakkoobsa barruu kana keessatti argamu ykn ka dugda kaardii Waraqaa Eenyummaa Medica irra jiruun bilbila'a.

إذا كنت تريد مساعدة مجانية في ترجمة هذه المعلومات، فاتصل على الرقم الوارد في هذه الوثيقة أو على ظهر بطاقة تعريف ميديكا الخاصة بك.

Если Вы хотите получить бесплатную помощь в переводе этой информации, позвоните по номеру телефона, указанному в данном документе и на обратной стороне Вашей идентификационной карты Medica.

ຖ້າທ່ານຕ້ອງການຄວາມຊ່ວຍເຫຼືອໃນການແປຂໍ້ມູນນີ້ຟຣີ, ໃຫ້ໂທຫາເລກໝາຍທີ່ມີຢູ່ໃນເອກະສານນີ້ ຫຼື ຢູ່ດ້ານຫຼັງຂອງບັດ Medica ຂອງທ່ານ.

이 정보를 번역하는 데 무료로 도움을 받고 싶으시면, 이 문서에 포함된 전화번호나 Medica ID 카드 뒷면의 전화번호로 전화하십시오.

Si vous voulez une assistance gratuite pour traduire ces informations, appelez le numéro indiqué dans ce document ou au dos de votre carte d'identification Medica.

နမူနာအား တက်ကြွစွာထိန်းသိမ်းထားရန် လိုအပ်ပါသည်။ အချို့ကလေးများတွင် နှစ်ပတ်လည်မှတစ်ခါမျှသာ စစ်ဆေးရန် လိုအပ်ပါသည်။

Kung nais mo ng libreng tulong sa pagsasalin ng impormasyong ito, tawagan ang numero na kasama sa dokumentong ito o sa likod ng iyong Kard ng Medica ID.

ይህን መረጃ ለመተርጎም ነጻ እርዳታ የሚፈልጉ ከሆነ በዝህ ሰነድ ውስጥ ያለውን ቁጥር ወይም Medica መታወቂያ ካርድዎ በስተጀርባ ያለውን ይደውሉ።

Ako želite besplatnu pomoć za prijevod ovih informacija, nazovite broj naveden u ovom dokumentu ili na poledini svoje ID kartice Medica.

Díí t'áá jík'e shá ata' hodooni nínízingo éí ninaaltsoos Medica bee néiho'díłzinígí bine'dée' námboo biká'ígíj'í' béesh bee hodíłni.

Wenn Sie bei der Übersetzung dieser Informationen kostenlose Hilfe in Anspruch nehmen möchten, rufen Sie bitte die in diesem Dokument oder auf der Rückseite Ihrer Medica-ID-Karte angegebene Nummer an.



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Important Questions	Answers	Why This Matters:
What is the overall deductible ?	\$4,500 per person / \$9,000 per family for in-network services. \$6,750 per person / \$9,900 per family for out-of-network services.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan , each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible .
Are there services covered before you meet your deductible ?	Yes. Preventive care and prenatal care from in-network providers or well child and prenatal care from out-of-network providers .	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost sharing and before you meet your deductible . See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan ?	\$5,800 per person / \$11,600 per family for in-network services. \$11,000 per person for out-of-network services.	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan , they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit ?	Premiums , balance-billing charges (unless balanced billing is prohibited), health care this plan doesn't cover, out-of-network deductible and coinsurance .	Even though you pay these expenses, they don't count toward the out-of-pocket limit .
Will you pay less if you use a network provider ?	Yes. See www.Medica.com /FindCare or call 1-800-952-3455 (TTY:711) for a list of Medica Choice with UnitedHealthcare network providers .	This plan uses a provider network . You will pay less if you use a provider in the plan's network . You will pay the most if you use an out-of-network provider , and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist ?	No. You don't need a referral to see a specialist .	You can see the specialist you choose without a referral .



All [copayment](#) and [coinsurance](#) costs shown in this chart are after your [deductible](#) has been met, if a [deductible](#) applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	Primary care: 20% coinsurance Chiropractic: 20% coinsurance Retail Health: 20% coinsurance Virtual: 20% coinsurance	Primary care: 40% coinsurance Chiropractic: 40% coinsurance Retail Health: 40% coinsurance Virtual: 40% coinsurance	Limited to 15 visits per member, per year for out-of-network chiropractic care.
	Specialist visit	20% coinsurance	40% coinsurance	None
	Preventive care/screening/immunization	No charge. Deductible does not apply.	Well child care: 0% coinsurance . Deductible does not apply. Other services: 40% coinsurance	You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	Lab: 20% coinsurance Xray: 20% coinsurance	Lab: 40% co-insurance Xray: 40% co-insurance	None
	Imaging (CT/PET scans, MRIs)	20% coinsurance	40% coinsurance	None
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.Medica.com/DrugCost2	Generic drugs	Retail: 20% coinsurance Mail order: 20% coinsurance	40% coinsurance	Up to a 31-day supply/retail or 93-day supply/mail order prescription. Mail order drugs not covered out-of-network. Insulin: Your cost-share will not exceed \$25 per retail prescription unit. Some Over the Counter drugs can be obtained with a prescription at the preventive level of coverage. The list of covered drugs changes periodically. Notification of changes will be available 30 days prior to the change taking effect. ACA preventive drugs covered at no charge. Deductible does not apply.
	Preferred brand drugs	Retail: 20% coinsurance Mail order: 20% coinsurance	40% coinsurance	
	Non-preferred brand drugs	Retail: 40% coinsurance Mail order: 40% coinsurance	40% coinsurance	
	Specialty drugs	Preferred: 20% coinsurance . No more than \$200 copay /prescription. Non-preferred: 40% coinsurance .	Not covered	Up to a 31-day supply per prescription received from a designated specialty pharmacy. Amounts reimbursed or paid by a provider or manufacturer, on your behalf for a product or service, will not apply toward your cost share.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	20% coinsurance	40% coinsurance	None
	Physician/surgeon fees	20% coinsurance	40% coinsurance	None
If you need immediate medical attention	Emergency room care	20% coinsurance	20% coinsurance	In-network deductible and out-of-pocket applies.
	Emergency medical transportation	20% coinsurance	20% coinsurance	In-network deductible and out-of-pocket applies.
	Urgent care	20% coinsurance	20% coinsurance	In-network deductible and out-of-pocket applies.
If you have a hospital stay	Facility fee (e.g., hospital room)	20% coinsurance	40% coinsurance	None
	Physician/surgeon fees	20% coinsurance	40% coinsurance	None
If you need mental health, behavioral health, or substance abuse services	Outpatient services	20% coinsurance	40% coinsurance	None
	Inpatient services	20% coinsurance	40% coinsurance	Residential treatment is covered as part of inpatient services.
If you are pregnant	Office visits	Prenatal care: No charge. Deductible does not apply. Postnatal care: 20% coinsurance	Prenatal care: 0% coinsurance . Deductible does not apply. Postnatal care: 40% coinsurance	Cost sharing does not apply to in-network preventive services . Depending on the type of services, a copayment , coinsurance or deductible may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. certain ultrasounds.)
	Childbirth/delivery professional services	20% coinsurance	40% coinsurance	
	Childbirth/delivery facility services	20% coinsurance	40% coinsurance	

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need help recovering or have other special health needs	Home health care	20% coinsurance	40% coinsurance	120 visits per member per year in-network and 60 visits out-of-network, per member per year.
	Rehabilitation services	20% coinsurance	40% coinsurance	Out-of-network physical and occupational therapy is limited to a combined limit of 20 visits per member, per year. Out-of-network speech therapy is limited to 20 visits per member, per year. Visit limits are not applicable to behavioral health conditions.
	Habilitation services	20% coinsurance	40% coinsurance	Out-of-network physical and occupational therapy is limited to a combined limit of 20 visits per member, per year. Out-of-network speech therapy is limited to 20 visits per member, per year. Visit limits are not applicable to behavioral health conditions.
	Skilled nursing care	20% coinsurance	40% coinsurance	Limited to 120 days combined in and out-of-network providers .
	Durable medical equipment	20% coinsurance	40% coinsurance	None
	Hospice services	20% coinsurance	40% coinsurance	None
If your child needs dental or eye care	Children's eye exam	No charge. Deductible does not apply.	40% coinsurance	None
	Children's glasses	Not covered	Not covered	Glasses are not covered by the plan .
	Children's dental check-up	Not covered	Not covered	Dental check-ups are not covered by the plan .



Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of other excluded services .)		
• Acupuncture exceeding 15 visits per member per year for in-network and out-of-network acupuncture services combined • Bariatric surgery • Chiropractic care exceeding 15 visits per member per year out-of-network • Cosmetic surgery	• Dental care (Adult) • Dental check - up • Glasses • Infertility treatment exceeding \$5,000 medical/\$3,000 pharmacy per member per calendar year combined for in-network and out-of-network	• Long-term care • Private-duty nursing • Routine foot care except for specified conditions • Weight loss programs
Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)		
• Hearing aids	• Non-emergency care when traveling outside the U.S.	• Routine eye care (Adult)

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Medica at 1-800-952-3455 or for group health coverage subject to ERISA, Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform; for all other group health coverage, Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you, too, including buying individual insurance coverage through the [Health Insurance Marketplace](#). For more information about the [Marketplace](#), visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your [plan](#) for a denial of a [claim](#). This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical [claim](#). Your [plan](#) documents also provide complete information on how to submit a [claim](#), [appeal](#), or a [grievance](#) for any reason to your [plan](#). For more information about your rights, this notice, or assistance, contact: for group health coverage subject to ERISA, Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform; for all other group health coverage you may also contact Medica at 1-800-952-3455 or the Minnesota Department of Commerce at (651) 539-1600 or 1-800-657-3602.

Does this Plan Provide Minimum Essential Coverage? Yes.

[Minimum Essential Coverage](#) generally includes [plans](#), [health insurance](#) available through the [Marketplace](#) or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of [Minimum Essential Coverage](#), you may not be eligible for the [premium tax credit](#).

Does this Plan Meet the Minimum Value Standard? Yes.

If your [plan](#) doesn't meet the [Minimum Value Standards](#), you may be eligible for a [premium tax credit](#) to help you pay for a [plan](#) through the [Marketplace](#).

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-800-952-3455.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-952-3455.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 1-800-952-3455.

Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwijigo holne' 1-800-952-3455.

To see examples of how this [plan](#) might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this [plan](#) might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your [providers](#) charge, and many other factors. Focus on the [cost-sharing](#) amounts ([deductibles](#), [copayments](#) and [coinsurance](#)) and [excluded services](#) under the [plan](#). Use this information to compare the portion of costs you might pay under different health [plans](#). Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby (9 months of in-network pre-natal care and a hospital delivery)

■ The plan's overall deductible	\$4,500
■ Specialist coinsurance	40%
■ Hospital (facility) coinsurance	40%
■ Other coinsurance	20%

This EXAMPLE event includes services like:

[Specialist](#) office visits (*prenatal care*)
 Childbirth/Delivery Professional Services
 Childbirth/Delivery Facility Services
[Diagnostic tests](#) (*ultrasounds and blood work*)
[Specialist](#) visit (*anesthesia*)

Total Example Cost	\$12,700
---------------------------	-----------------

In this example, Peg would pay:

<i>Cost Sharing</i>	
Deductibles	\$4,500
Copayments	\$0
Coinsurance	\$1,100
<i>What isn't covered</i>	
Limits or exclusions	\$60
The total Peg would pay is	\$5,660

Managing Joe's type 2 Diabetes (a year of routine in-network care of a well-controlled condition)

■ The plan's overall deductible	\$4,500
■ Specialist coinsurance	40%
■ Hospital (facility) coinsurance	40%
■ Other coinsurance	20%

This EXAMPLE event includes services like:

[Primary care physician](#) office visits (*including disease education*)
[Diagnostic tests](#) (*blood work*)
[Prescription drugs](#)
[Durable medical equipment](#) (*glucose meter*)

Total Example Cost	\$5,600
---------------------------	----------------

In this example, Joe would pay:

<i>Cost Sharing</i>	
Deductibles	\$2,300
Copayments	\$300
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Joe would pay is	\$2,600

Mia's Simple fracture (in-network emergency room visit and follow up care)

■ The plan's overall deductible	\$4,500
■ Specialist coinsurance	40%
■ Hospital (facility) coinsurance	40%
■ Other coinsurance	20%

This EXAMPLE event includes services like:

[Emergency room care](#) (*including medical supplies*)
[Diagnostic test](#) (*x-ray*)
[Durable medical equipment](#) (*crutches*)
[Rehabilitation services](#) (*physical therapy*)

Total Example Cost	\$2,800
---------------------------	----------------

In this example, Mia would pay:

<i>Cost Sharing</i>	
Deductibles	\$2,800
Copayments	\$0
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	\$2,800

Note: The patient pays amounts assume the patient is not participating in a Flexible Spending Account (FSA), a Health Savings Account (HSA), or a Health Reimbursement Arrangement (HRA), including an HRA funded through a Voluntary Employee Beneficiary Association (VEBA-HRA). If you have a FSA, HSA, HRA, or VEBA-HRA, then you may have additional funds that could help cover certain out-of-pocket expenses such as [deductibles](#), [copayments](#), [coinsurance](#), and benefits otherwise not covered.

The [plan](#) would be responsible for the other costs of these EXAMPLE covered services.

Discrimination is Against the Law

Medica complies with applicable Federal civil rights laws and will not discriminate against any person on the basis of race, color, national origin, age, disability or sex. Medica:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as: TTY communication and written information in other formats (large print, audio, other formats).
- Provides free language services to people whose primary language is not English, such as: Qualified interpreters and information written in other languages.

If you need these services, call the number included in this document or on the back of your Medica ID card. If you believe that Medica has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability or sex, you can file a grievance with: Civil Rights Coordinator, Mail Route CP250, PO Box 9310, Minneapolis, MN 55443-9310, 952-992-3422 (phone/fax), TTY 711, civilrightscoordinator@medica.com.

You can file a grievance in person or by mail, fax, or email. You may also contact the Civil Rights Coordinator if you need assistance with filing a complaint.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf> or by mail or phone at: U.S. Department of Health and Human Services, 200 Independence Avenue, SW Room 509F, HHH Building, Washington, D.C. 20201, 800-368-1019, 800-537-7697 (TDD). Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

If you want free help translating this information, call the number included in this document or on the back of your Medica ID card.

Si desea asistencia gratuita para traducir esta información, llame al número que figura en este documento o en la parte posterior de su tarjeta de identificación de Medica.

Yog koj xav tau kev pab dawb kom txhais daim ntawv no, hu rau tus xov tooj nyob hauv daim ntawv no los yog nyob nraum qab ntawm koj daim npav Medica ID.

如果您需要免費翻譯此資訊,請致電本文檔中或者在您的Medicaid卡背面包含的號碼。

Nếu quý vị muốn trợ giúp dịch thông tin này miễn phí, hãy gọi vào số có trong tài liệu này hoặc ở mặt sau thẻ ID Medica của quý vị.

Odeeffannoo kana gargaarsa tolaan akka isinii hiikamu yoo barbaaddan, lakkoobsa barruu kana keessatti argamu ykn ka dugda kaardii Waraqaa Eenyummaa Medica irra jiruun bilbila'a.

إذا كنت تريد مساعدة مجانية في ترجمة هذه المعلومات، فاتصل على الرقم الوارد في هذه الوثيقة أو على ظهر بطاقة تعريف ميديكا الخاصة بك.

Если Вы хотите получить бесплатную помощь в переводе этой информации, позвоните по номеру телефона, указанному в данном документе и на обратной стороне Вашей идентификационной карты Medica.

ຖ້າທ່ານຕ້ອງການຄວາມຊ່ວຍເຫຼືອໃນການແປຂໍ້ມູນນີ້ຟຣີ, ໃຫ້ໂທຫາເລກໝາຍທີ່ມີຢູ່ໃນເອກະສານນີ້ ຫຼື ຢູ່ດ້ານຫຼັງຂອງບັດ Medica ຂອງທ່ານ.

이 정보를 번역하는 데 무료로 도움을 받고 싶으시면, 이 문서에 포함된 전화번호나 Medica ID 카드 뒷면의 전화번호로 전화하십시오.

Si vous voulez une assistance gratuite pour traduire ces informations, appelez le numéro indiqué dans ce document ou au dos de votre carte d'identification Medica.

နမ့်အဲဒီတော့ကျိးထံစာကလီနဲ့နတ်ဂံတံကျိးအံလောအကလီနဲ့,ကိးလိထံစီနီဂံလောအပံ
ယုာလောလံတံလံမိအပူအံမုတမုဖနနနီခေလံအံသးခးကုအလီခံတကပအဖီခံနဲ့တကဂံ.

Kung nais mo ng libreng tulong sa pagsasalin ng impormasyong ito, tawagan ang numero na kasama sa dokumentong ito o sa likod ng iyong Kard ng Medica ID.

ይህን መረጃ ለመተርጎም ነጻ እርዳታ የሚፈልጉ ከሆነ በዝህ ሰነድ ውስጥ ያለውን ቁጥር ወይም Medica መታወቂያ ካርድዎ በስተጀርባ ያለውን ይደውሉ።

Ako želite besplatnu pomoć za prijevod ovih informacija, nazovite broj naveden u ovom dokumentu ili na poledini svoje ID kartice Medica.

Díí t'áá jík'e shá ata' hodooni nínízingo éí ninaaltsoos Medica bee néiho'dilzinígí bine'dée' námboo biká'ígíj'í' béesh bee hodíilnih.

Wenn Sie bei der Übersetzung dieser Informationen kostenlose Hilfe in Anspruch nehmen möchten, rufen Sie bitte die in diesem Dokument oder auf der Rückseite Ihrer Medica-ID-Karte angegebene Nummer an.

DELTA DENTAL OF MINNESOTA
A Minnesota Nonprofit Health Service Plan Corporation

GROUP DENTAL PLAN CONTRACT SIGNATURE PAGE

CLIENT: City of Cottage Grove
CONTRACT NO: 662364-0001
CONTRACT START DATE: January 1, 2024
CONTRACT END DATE: December 31, 2024

Delta Dental of Minnesota (hereinafter Delta Dental) and the above named Client, in consideration of the mutual agreements and undertakings set forth in the Contract Documents hereby agree as follows:

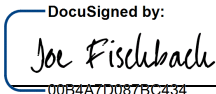
- 1. That this Group Dental Plan Contract (hereinafter the Contract) shall be effective as of the Contract Date set forth above; and
- 2. That the following documents, attached hereto and incorporated herein by reference, are included as part of the Contract Documents:

Exhibit A: Dental Plan Description for City of Cottage Grove

In witness whereof, Delta Dental and the Client have caused this Contract to be signed by their authorized representatives on the dates set forth on this signature page (hereinafter Signature page).

AUTHORIZED SIGNATURES

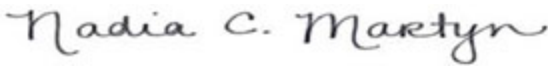
CLIENT

BY: 
00B4A7D087BC434...
TITLE: HR Manager
DATE: 9/27/2023

DELTA DENTAL OF MINNESOTA

BY: 
TITLE: President
DATE: September 20, 2023

DELTA DENTAL OF MINNESOTA

BY: 
TITLE: Assistant Secretary
DATE: September 20, 2023

DELTA DENTAL OF MINNESOTA
A Minnesota Nonprofit Health Service Plan Corporation

GROUP DENTAL PLAN RISK CONTRACT

SECTION 1

Payment and Declarations

1.01 Client Payments:

(A) The monthly payment Client will pay to Delta Dental shall be as follows:

Subscriber only - \$50.78 per month per Subscriber

Subscriber with one dependent - \$107.58 per month per Subscriber

Subscriber with two or more dependents - \$152.72 per month per Subscriber

(B) Client shall pay in accordance with the following, based on the agreed upon method of payment:

1. Automated Clearing House (ACH) - Payments provided for in paragraph 1.01(A) shall be deducted from your account within five (5) business days of notification of the charges incurred for the duration of the Contract Term.
2. If client pays by check, payments provided for in paragraph 1.01(A) shall be submitted with respect to the first month on or before the Contract Date set forth on the Signature page and thereafter on the first day of each succeeding calendar month for the duration of the Contract Term.
3. Wire Transfer - Payments provided for in Paragraph 1.01(A) shall be wire transferred within three (3) business days of notification of the charges incurred for the duration of the Contract Term.

(C) ENROLLMENT REQUIREMENTS:

Monthly rates specified in paragraph 1.01(A) are predicated upon the continued enrollment during the Contract Term or any renewals or extensions thereof of at least the same number of the Client's Eligible Employees and of the Client's Eligible Employees' Eligible Dependents as originally enrolled under the Contract as of the Contract Date.

1.02 OPEN ENROLLMENT

The Open Enrollment under this Contract shall be held according to the Client's designated annual open enrollment period.

1.03 FAMILY STATUS CHANGES

The benefit elections made under this Contract are intended to remain the same for the entire Coverage Year. During the Coverage Year, the Eligible Employee will be allowed to change their benefits only if they experience an eligible Family Status Change.

SECTION 2

Definitions

The following terms, words and phrases shall, for purposes of this Contract be defined as follows:

- 2.01 **“Claim Form”** The written document required to be submitted to Delta Dental to substantiate any claim under this Contract for dental care and treatment performed or to be performed on a Covered Person.
- 2.02 **“Census Data”** Among other things, the number of enrolled Eligible Employees of the Client, the number of dependents of the Eligible Employees of the Client, their respective ages, sex, marital status, social security numbers and other similar items and such information as Delta Dental deems necessary for actuarial purposes and compliance with applicable state or federal laws.
- 2.03 **“Client”** The party to this Contract with Delta Dental and identified as such on the Signature page.
- 2.04 **“Client Payments”** The payment obligation of the Client as specified in Section 1.01(A) with respect to the various categories of individual rates or, as referenced in Section 3.04, the total payment obligation of the Client.
- 2.05 **“Contract”** The written agreement between the Client and Delta Dental consisting of the Signature page and those additional Contract Documents listed and described on the Signature page.
- 2.06 **“Contract Date”** The date set forth on the Signature page upon which this Contract becomes effective.
- 2.07 **“Contract Documents”** All written documents comprising this Contract between the Client and Delta Dental including the Signature page and the other documents listed and described on the Signature page and any amendments or addendums to this Contract entered into on or after the Contract Date.
- 2.08 **“Contract Term”** The period of time set forth on the Signature page which specifies the length or duration of this Contract.
- 2.09 **“Coverage Year”** The 12 month period of time during which applicable Contract deductibles and maximums will apply for each Covered Person.
- 2.10 **“Covered Person”** Eligible Employees and Eligible Dependents that are covered under the Plan.
- 2.11 **“Deductible”** That amount of the Plan Payment Obligation specified in the Dental Plan Description under Deductible for which Delta Dental will not make any benefit payment.
- 2.12 **“Delta Dental”** Delta Dental of Minnesota, a Minnesota nonprofit health service plan corporation which maintains its principal place of business at 500 Washington Avenue South, Suite 2060, Minneapolis, Minnesota 55415.
- 2.13 **“Delta Dental Plan”** A member company of Delta Dental Plan Association other than Delta Dental of Minnesota.
- 2.14 **“Delta Dental PPO Dentist”** A Dentist who has signed and filed with Delta Dental a Delta Dental PPO Agreement at the time the Dental Service is provided under this Contract.
- 2.15 **“Delta Dental PPO Maximum Amount Payable”** is a schedule of fixed dollar maximums established solely by Delta Dental for Dental Services provided by a licensed Dentist who is a Delta Dental PPO Dentist.
- 2.16 **“Dental Service(s)”** The providing of dental care or treatment by a Dentist to a Covered Person while this Contract is in effect provided that such care or treatment is recognized by Delta Dental as a generally accepted form of care or treatment according to prevailing standards of dental practice.
- 2.17 **“Dentist”** A doctor of dentistry duly licensed and registered to practice the profession of dentistry and whose license is in good standing with the appropriate licensing or governing body of the State of Minnesota, any other state of the United States, a territory of the United States, a foreign country or other similar jurisdiction.

- 2.18 **“Eligible Dependents”** Dependents of Eligible Employees that are eligible for coverage under the Plan in accordance with the Dental Plan Description.
- 2.19 **“Eligible Employee”** Employees of Client that are eligible for coverage under the Plan in accordance with the Dental Plan Description.
- 2.20 **“Explanation of Benefits”** The Delta Dental prepared document issued to Covered Persons and Participating Dentists upon adjudication of the claim submitted for complete Dental Services provided to a Covered Person.
- 2.21 **“Family Status Change”** Events constituting a Family Status Change are set forth in the Dental Plan Description.
- 2.22 **“Material Deviation”** A fluctuation or change in the Census Data or a change in the percentages specified in Section 1.01(D) which in the judgment of Delta Dental is significant so as to alter the underlying actuarial assumptions or data used to determine the Client Payments applicable for the current contract year.
- 2.23 **“Maximum Amount Payable”** Delta Dental’s Maximum Amount Payable is a schedule of fixed dollar maximums established solely by Delta Dental for Dental Services provided by a licensed Dentist who is a Delta Dental Premier Dentist.
- 2.24 **“Open Enrollment”** The period of time or dates set forth on the Declarations page during which an Eligible Employee may elect, while this Contract is in effect, to add coverage under this Contract for his or herself, or his or her Dependents, as provided for in paragraph 1.02.
- 2.25 **“Other Coverage”** Coverage of a Covered Person provided by any other organization subject to regulation by insurance law or by insurance authorities of this or any other state of the United States or any province of Canada, by any other medical, dental or hospital service organization, or by similar plan or by union welfare plans, or employee or employer benefit organizations or by health maintenance organizations, preferred provider organizations, exclusive provider organizations providing benefits of any kind for Dental Services. “Other Coverage” excludes coverage of a Covered Person under group hospital indemnity policies of \$100 per day or less, student accident policies and individual dental payment plans or policies.
- 2.26 **“Participating Dentist”** A Dentist who has signed and filed a participating and membership agreement with his/her local Delta Dental Plan which is in effect at the time any provision of this Contract becomes applicable. The Dentist has agreed to accept Delta Dental’s Maximum Amount Payable as payment in full for covered dental care.
- 2.27 **“Plan”** The dental benefit plan selected by Client, as described in the Dental Plan Description.
- 2.28 **“Plan Payment Obligation”** Claim payments are based on the Plan’s payment obligation which is the fee amount Delta Dental approves for Dental Services provided by a Dentist to a Delta Dental covered patient.

The Plan Payment Obligation for Delta Dental Premier Dentists is the lesser of: (1) The Maximum Amount Payable as determined by Delta Dental; or (2) The fee charged or accepted as payment in full by the Delta Dental Premier Dentist regardless of the amount charged.

The Plan Payment Obligation for Delta Dental PPO Dentists is the lesser of: (1) The Delta Dental PPO Maximum Amount Payable as determined by Delta Dental; or (2) The fee charged or accepted as payment in full by the Delta Dental PPO Dentist regardless of the amount charged.]

The Plan Payment Obligation for non-Participating Dentists is the treating Dentist’s submitted charge or the Table of Allowances established solely by Delta Dental, whichever is less.

All Plan Payment Obligations are determined prior to the calculation of any patient co-payments and Deductibles as provided under the patient’s Delta Dental program.

- 2.29 **“Pretreatment Estimate”** The Pretreatment Estimate is a valuable tool for both the Dentist and the patient. Submission of a Pretreatment Estimate allows the Dentist and the patient to know what benefits are available to the patient before beginning treatment. The Pretreatment Estimate outlines

the patient's responsibility to the Dentist with regard to co-payments, deductibles and non-covered services and allows the Dentist and the patient to make any necessary financial arrangements before treatment begins. This process does not prior authorize the treatment nor determine its dental or medical necessity. The estimated Delta Dental payment is based on the patient's current eligibility and current available contract benefits under the Plan. The subsequent submission of other claims, a change in eligibility, a change in the contract coverage or the existence of Other Coverage may alter the Delta Dental final payment amount as shown on the Pretreatment Estimate form.

- 2.30 **"Qualifying Event"** The happening of certain events such as employment termination, divorce, death of an eligible employee and other events specified in the Dental Benefit Plan Summary.
- 2.31 **"Renewal Contract Term"** Each renewal period of the Contract, as further described in paragraph 3.03.
- 2.32 **"Table of Allowances"** A schedule of fixed dollar maximums established by Delta Dental for services rendered by a licensed Dentist who is not a Participating Dentist.

SECTION 3

General Terms

3.01 **Purpose:**

To set forth in writing the obligations between the Client and Delta Dental and to define the coverage for Dental Services performed by Dentists on Covered Persons while this Contract is in effect.

3.02 **Effective Date:**

This Contract takes effect on the Contract Date as shown on the Signature page and all contract years and months will be determined by reference to the Contract Date. This Contract will continue in effect for the Contract Term specified on the Signature page.

3.03 **Contract Renewal:**

This Contract will automatically renew upon expiration of the Contract Term for successive Renewal Contract Terms subject to the right of either Delta Dental or the Client to terminate or elect not to renew as hereinafter provided. All renewals will be subject to the terms specified in the letter amendment sent by Delta Dental to Client. If either Delta Dental or the Client elects as of any renewal date not to renew this Contract for a succeeding Renewal Contract Term, notice of such election shall be given to the other party in writing at least thirty (30) days prior to such renewal date or at least fifteen (15) days prior to such renewal date by the Client if Delta Dental has proposed a rate increase.

3.04 **Payment Determination and Remittance:**

- A. The Client Payments specified in Section 1, paragraph 1.01(A) which are applicable as of the Contract Date shall apply throughout the Contract Term beginning with the effective date of this Contract. Delta Dental reserves the right to change the Client Payments applicable to any succeeding 12 month period after expiration of the Contract Term. For each Renewal Contract Term, the Client Payments shall be such amounts as are determined solely by Delta Dental. Delta Dental shall not increase the Client Payments unless it gives written notice of any such increase to the Client at least thirty (30) days prior to the renewal date on which the subsequent Renewal Contract Term commences.
- B. The Client Payments provided for in paragraph 1.01(A) shall, notwithstanding anything in this Contract or amendment(s) or addendum(s) to the contrary, be automatically increased by the amount of any tax, levy, excise tax, income tax or other similar charge of any kind made or imposed on Delta Dental by the government of the United States or any state or political subdivision or agency thereof. The amount of such additional charge shall be determined solely by Delta Dental and shall be added to the amount of the Client Payments to be paid each month by the Client effective as of the date of notification of same by Delta Dental.
- C. If Material Deviation occurs with respect to the Census Data obtained by Delta Dental from the Client and used by Delta Dental to determine the Client Payments applicable for the Contract

Term or any Renewal Contract Term, or, if during the Contract Term or any Renewal Contract Term, enrollment of the Client's Eligible Employees or the Eligible Employee's Eligible Dependents falls below the minimum specified percentages set forth in Section 1, paragraph 1.01(C) of the Contract, Delta Dental may give thirty (30) days written notice at its option to: (i) terminate the Contract; (ii) increase the then applicable Client Payments; (iii) reduce the coverage; or a combination of (i) through (iii) of this paragraph, to be effective as of the first day of the calendar month specified by Delta Dental in such written notice.

- D. If this Contract ceases to be effective for any reason and Delta Dental and the Client desire to continue coverage until completion of negotiations and signing of a new or renewal Contract between Delta Dental and the Client or, if the parties specifically agree in writing to continue coverage as provided for in the Contract, or if the Client continues to make the Client Payments after Contract termination and Delta Dental in its sole discretion decides to accept such Client Payments and notifies the Client in writing at any time after termination of the Contract. The Client Payments shall be made in advance by the Client on a month-to-month basis to Delta Dental based upon Delta Dental's estimate and thereafter adjusted monthly after computation by Delta Dental of the actual amount of monthly claims incurred.

SECTION 4

Contract Termination

4.01 This Contract may be terminated by Client:

- A. By written notice received by Delta Dental at least fifteen (15) days prior to the expiration of the Contract Term specified on the Signature page of this Contract or any Renewal Contract Term in the event Delta Dental has proposed a rate increase for renewal as specified in paragraph 3.04(A).
- B. Upon written notice received by Delta Dental within fifteen (15) days of Delta Dental's notice of a proposed rate increase as a result of Material Deviation in the Census Data under paragraph 3.04(C).
- C. With respect to an interim month-to-month Contract referenced in paragraph 3.04(D) upon written notice received by Delta Dental at least fifteen (15) days prior to the effective date of such termination.
- D. Upon advance written notice received by Delta Dental at least thirty (30) days prior to the expiration of the initial Contract Term or any Renewal Contract Term.
- E. In the event of termination by the Client for any reason other than as specified in Sections 4.01(A) through 4.01(D), the Client agrees to pay the Client Payments applicable from the beginning of the then-current Contract Term or Renewal Contract Term, as applicable, to the date of termination or the amount of claims incurred during the period beginning on the date of the then-current Contract Term or Renewal Contract Term, as applicable, and ending on the date of termination plus 25% of the amount of such claims incurred, whichever is greater, less amounts actually paid by the Client to Delta Dental during the then-current Contract Term or Renewal Contract Term as determined by Delta Dental.

4.02 This contract may be terminated by Delta Dental:

- A. Upon the failure of the Client to remit or otherwise pay to Delta Dental on or prior to the due date, any applicable Client Payment required under this Contract. Termination under this provision by Delta Dental shall be effective retroactively to the last date through which the Client has paid the applicable Client Payments.
- B. Upon thirty (30) days prior written notice to the Client in the event a Material Deviation in the Census Data has occurred as provided in paragraph 3.04(C) of the Contract.
- C. With respect to an interim month-to-month Contract as provided in paragraph 3.04(D), upon written notice received by the Client at least fifteen (15) days prior to the effective date of such termination.

- D. Upon thirty (30) days advance written notice by Delta Dental to the Client prior to the end of the then-current Contract Term or Renewal Contract Term.
- E. Upon the expiration of the grace period provided under paragraph 5.01 of this Contract by written notice given by Delta Dental to the Client at any time after the expiration of such grace period.
- F. Upon written notice by Delta Dental to the Client if there is reasonable cause to believe the Client is unable to make payments during the grace period (for example due to the filing of bankruptcy proceedings by or against the Client) then Delta Dental may cancel immediately by written notice without reference to the existence of the grace period with such termination to be effective as of the date specified in Delta Dental's notice.

4.03 This contract may be terminated upon the mutual written consent of Delta Dental and the Client.

SECTION 5

Grace Period

- 5.01 The Client shall have a grace period of thirty-one (31) days following the due date of each Client Payment during which applicable Client Payments may be made to continue this Contract in effect. There shall be no grace period after the date this Contract has been terminated by either Delta Dental or the Client for any reason. This Contract shall remain in full force and effect during such grace period; provided, however, the Client shall remain fully liable and shall be responsible to Delta Dental for all Client Payments accruing or becoming due during any such grace period or, in the event of the failure of the Client to make the applicable Client Payments during the grace period and, upon termination, for an amount which would otherwise be due from the Client to Delta Dental as if the Contract relationship between Delta Dental and the Client during the grace period had been on an interim month-to-month basis as specified in paragraph 3.04(D) of this Contract. In addition, Delta Dental reserves the right to suspend claims payments in the event of Client fails to make any required Client Payments after the expiration of this Grace Period.

SECTION 6

Clerical Error

- 6.01 The coverage of any person who would otherwise qualify as a Covered Person under this Contract but for the existence of clerical error shall not be prejudiced through such clerical error on the part of either the Client or Delta Dental. However, if such clerical errors are discovered to have resulted in a reduction or nonpayment of applicable Client Payments to Delta Dental which would otherwise have been payable, remittance of such Client Payments shall be made by the Client to Delta Dental and conversely, if such clerical error is found to have resulted in an overpayment by the Client to Delta Dental, adjustment of such overpayment shall be made by Delta Dental where applicable. Delta Dental shall not be required to accept retroactive notification of eligibility changes submitted by the Client to Delta Dental more than 90 days after the effective date of such coverage.

SECTION 7

Continuation of Coverage

- 7.01 Each Eligible Employee and each Eligible Dependent may continue this coverage if current coverage ends because of the Qualifying Events as listed in the Dental Plan Description. Each person who desires to continue coverage must be covered before the Qualifying Event occurs in order to continue coverage. In all cases, continuation of coverage ends if the group contract ends or the required charges are not paid when due. See the Dental Plan Description for a list of Qualifying Events, Persons Eligible for Continuation and Maximum Continuation Periods.

SECTION 8

Further Responsibility Accepted by the Parties

8.01 The Client agrees:

- A. To furnish Delta Dental with Census Data in a format specified by Delta Dental.

- B. To provide information to all of its Eligible Employees as to the existence and terms of this Contract and to distribute to Eligible Employees Delta Dental's standard descriptive brochure or standard summary plan description of benefits as prepared or approved by Delta Dental.
- C. To notify Covered Persons of their responsibility to:
 - 1. Notify their Dentist at the time of their first appointment that they are covered under this Contract;
 - 2. To provide their Dentist with group identification and the Eligible Employee's social security number; and
 - 3. To request the Dentist to submit a Claim Form or Pretreatment Estimate to Delta Dental on a form acceptable to Delta Dental.
- D. To require Covered Persons to furnish notice of claims and submit Claim Forms as required by Delta Dental in the event the Dentist fails or refuses to submit the required Claim Forms to Delta Dental.
- E. To permit Delta Dental (upon reasonable notice) to inspect the records of the Client in order to verify the accuracy of the Census Data and Client Payments provided or submitted to Delta Dental.
- F. To furnish notification to all Covered Persons of their rights to continued coverage, if any, and to furnish notification of all persons electing continued coverage under paragraph 7, including Census Data, the dates of their elections, projected termination dates and, if applicable, the social security number of the Eligible Employee who previously entitled that person to coverage as a "Covered Person" prior to the occurrence of a Qualifying Event.

8.02 **Delta Dental agrees:**

- A. To encourage Participating Dentists to submit a Pretreatment Estimate request prior to the rendition of high cost dental treatment.
- B. When a Pretreatment Estimate is submitted prior to rendition of dental care and treatment, to advise the Dentist of the estimated amount of the Plan Payment Obligation payment pursuant to the submitted Pretreatment Estimate, and to review, to the extent deemed necessary and appropriate by Delta Dental, in order to ascertain the extent to which the submission of Pretreatment Estimates provides covered benefits.
- C. To pay on receipt of the Claim Form to Participating Dentists that part of the Plan Payment Obligation for completed dental care and treatment based on the benefits to which the Covered Person is entitled under this Contract.
- D. To pay to Covered Persons on receipt of the Claim Form in all cases not covered by paragraph 8.02(C) above an amount based on a Table of Allowances established solely by Delta Dental, but not more than the actual charges for such completed dental care and treatment.
- E. To make periodic sample reviews, when deemed necessary and advisable by Delta Dental, of the Claim Forms and Pretreatment Estimates for which benefits have been paid or approved under this Contract in order to ascertain whether the allowance of benefits under this Contract are considered generally accepted forms of dental care and treatment and are prevailing standards of dental practice.
- F. To coordinate the benefits payable under this Contract when required.
- G. To terminate, suspend or place in a probationary status the participation agreement of any Participating Dentist who, in the exclusive discretion of Delta Dental, violates the provisions of the Dentist Membership and Participation Agreement, fails to conduct his or her practice in accordance with applicable standards of the dental profession prevailing in the community or who violates any applicable laws, rules, regulations, or the policies and procedures of Delta Dental.

- H. In the event that this Contract is cancelled and is not replaced by the Client, Delta Dental shall provide written notice of the cancellation of the Contract by U.S. Mail to the last known address of all Covered Persons of the Client, at least thirty (30) days prior to the effective date of the cancellation.
- I. In the event a Covered Person's claim for benefits under the Plan is denied, Delta Dental shall furnish the Covered Person a notice setting forth the specific reason for such denial; and Delta Dental agrees, upon request, to afford a reasonable opportunity to any Covered Person whose claim for benefits has been denied for a full and fair review by an appropriate individual or committee of Delta Dental. This paragraph 8.02(I), however, shall not be construed to be a designation by the Client or trustees of the Client, nor an acceptance or admission by Delta Dental, that Delta Dental is a fiduciary or a plan administrator, and this paragraph is provided in the Contract as an assistance to the Client to provide in this Plan for notices to Covered Persons of denial of claims and to provide in this Plan for review of such denials.

8.03 **The Client and Delta Dental agree:**

- A. That none of Client, Delta Dental, or their employees or agents shall be liable for any act or omission by a Dentist, his or her employees or agents, or any person performing dental or other professional services under this Contract and no benefits of any kind shall be payable under this Contract for retreatment or additional treatment necessary to correct or relieve the results of previous treatment.
- B. All material published or distributed concerning this Contract shall be approved by Delta Dental prior to publication and distribution.
- C. EVERY COVERED PERSON SHALL HAVE AT ALL TIMES FREE CHOICE OF THE DOCTOR OF DENTISTRY WHO IS TO TREAT HIM OR HER AND SUCH RIGHT SHALL BE PROMINENTLY PRINTED IN THE DESCRIPTIVE BROCHURE OR DENTAL PLAN DESCRIPTION REQUIRED PURSUANT TO SECTION 8.01(B), HEREOF.
- D. In the event of conflict between this Contract and the descriptive brochure or summary plan description, this Contract shall prevail.
- E. That if any portion of this Contract, or any amendment thereof, should be determined by an arbitrator, or court of competent jurisdiction, to be illegal, void or unenforceable, such determination shall not abrogate any other portion hereof.
- F. To estimate payment and the Plan Payment Obligation for dental care and treatment to be performed as specified in a Pretreatment Estimate approved by Delta Dental subject to Covered Person's continuing eligibility, but not beyond the end of the then-current Contract Term or Renewal Contract Term, as applicable, and also further subject to applicable Contract maximums.
- G. Delta Dental will not make any benefit allowances under this Contract unless a Claim Form containing the information required by Delta Dental has been submitted within twelve (12) months after the time such dental care and treatment is performed. Delta Dental, in its sole discretion, may approve payment beyond this twelve (12) month period. No cause of action or lawsuit may be maintained for any benefits or payments under this Contract after three (3) years have expired from the date of filing of the claim.
- H. No representation by the Client, its agents or employees, except for the Census Data provided to Delta Dental, shall void the Contract or be used in legal proceedings hereunder, unless such representation is included in or attached to this Contract. No agent or representative of Delta Dental, other than an officer of Delta Dental, is authorized to alter or change this Contract, or amend or waive any of its provisions and then only in the form of a written amendment hereto signed by an officer of Delta Dental and by an authorized representative of the Client.
- I. Benefits and benefit allowances shall be determined in accordance with the terms and conditions outlined in the Dental Plan Description and this Contract.

- J. That Delta Dental relies on the accuracy of the enrollment data furnished to Delta Dental by the Client or its designated third party, and that Delta Dental is not responsible for the recoupment of any claim payments made with respect to any Covered Person later discovered to have been ineligible for any reason unless the claim payment was made as a result of Delta Dental's error.

SECTION 9

Reserved.

SECTION 10

Claim and Appeal Procedures

Initial Claim Determinations

All claims submission and payment procedures are set forth in the Dental Plan Description.

Appeals

In the event that Delta Dental denies a claim in whole or in part, the Covered Person has a right to a full and fair review. The Covered Person's request to review a claim must be in writing and submitted within one hundred and eighty (180) days from the claim denial. The appeal procedures are set forth in the Dental Plan Description.

Authorized Representative

The Covered Person may authorize another person to represent them and with whom they want Delta Dental to communicate regarding specific claims or an appeal. However, no authorization is required for the Covered Person's treating Dentist to make a claim or appeal on their behalf. The authorization form must be in writing, signed by the Covered Person, and include all the information required in Delta Dental's Authorized Representative form. This form is available on Delta Dental's website or by calling Delta Dental's Customer Service department. The Covered Person may revoke the authorized representative at any time, and can authorize only one person as their representative at a time.

SECTION 11

Miscellaneous

11.01 Confidentiality

Delta Dental shall maintain in confidence all claims for benefits, dental care reports, benefit payments and other records and reports obtained or generated in connection with performing its services under this Contract, and shall not reveal, without the Client's consent, any such information except to the individuals or entities directly affected thereby that have demonstrated a need to know or as may be required by law or legal process.

11.02 Regulatory Compliance

Delta Dental and Client agree to comply with all applicable federal, state and local laws, ordinances, rules, regulations and executive orders, especially those pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability or age.

11.03 Governing Law

Any questions, complaints, disputes or litigation arising from or concerning this Contract shall be governed by the laws of the State of Minnesota, without giving effect to the principles of conflicts of law thereof, except as they may be subject to federal law (including ERISA, the Employee Retirement Income Security Act of 1974).

11.04 Fraud and Abuse Prevention and Detection

A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime. Should Delta Dental detect and recover funds as a result of fraudulent claim submissions,

all information will be forwarded to the relevant authorities in accordance with the State of Minnesota's insurance anti-fraud statute.

11.05 **Entire Contract**

The Contract Documents represent the entire agreement between the parties concerning the subject matter hereof. The terms and conditions of this Contract supersede any prior verbal or written representations, proposals, communications, or documentation concerning the subject matter hereof. All statements made by the Client will be deemed representations and not warranties, and no such statement shall be used in defense to a claim under this Contract, unless it is contained in the written application or an amendment thereto.

11.06 **Reinstatement**

If any renewal premium be not paid within the time granted the Client for payment, a subsequent acceptance of premium by Delta Dental or by any agent duly authorized by Delta Dental to accept such premium, without requiring in connection therewith an application for reinstatement, shall reinstate the Contract, except that if Delta Dental or such agent requires an application for reinstatement and issues a conditional receipt for the premium tendered, the Contract will be reinstated upon approval of such application by Delta Dental or, lacking such approval, upon the forty-fifth (45th) day following the date of such conditional receipt unless Delta Dental has previously notified the Client in writing of its disapproval of such application. The reinstated Contract shall cover only loss resulting from such accidental injury as may be sustained after the date of reinstatement and loss due to such sickness as may begin more than ten (10) days after such date. In all other respects Delta Dental and Client shall have the same rights thereunder as they had under the Contract immediately before the due date of the defaulted premium, subject to any provisions endorsed hereon or attached hereto in connection with the reinstatement. Any premium accepted in connection with a reinstatement shall be applied to a period for which premium has not been previously paid but not to any period more than sixty (60) days prior to the date of reinstatement.

11.07 **Legal Actions**

No action at law or in equity shall be brought to recover under this Contract prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this Contract. No such action will be brought after the expiration of three (3) years after written proof of loss is required to be furnished.

11.08 **Severability**

If any term or provision of this Contract is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

SECTION 12 Indemnification

1. Client agrees to indemnify and hold harmless Delta Dental, its affiliates, and each of their directors, officers, employees, and agents from and against any and all losses, claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses related to the defense of any claims) resulting from or arising out of: (i) a breach of this Contract by Client, its officers, directors, employees, agents, or Members; or (ii) any negligent or willful act or omission by Client, its officers, directors, employees, agents, or Members.
2. Delta Dental agrees to indemnify and hold harmless Client, its affiliates, and each of their directors, officers, employees, and agents from and against any and all losses, claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses related to the defense of any claims) resulting from or arising out of: (i) a breach of this Contract by Delta Dental, its officers, directors, employees, or agents; or (ii) any negligent or willful act or omission by Delta Dental, its officers, directors, employees, or agents.

3. A Party or person seeking indemnification shall: (i) promptly notify the indemnifying Party in writing of the claim, suit or proceeding for which indemnification is sought; (ii) permit the indemnifying Party to control the defense or settlement of the claim, suit or proceeding; (iii) reasonably cooperate with the indemnifying Party (at the indemnifying Party's expense); and (iv) have the right to provide for its separate defense at its own expense. In no event, shall the indemnifying Party settle a claim, suit or proceeding without first obtaining the written consent of the other Party. Any release obtained as a result of settlement must contain a release of all claims against the Party or person seeking indemnification as well as its officers, directors, employees, and agents.



City Council Action Request

7.H.

Meeting Date	12/20/2023		
Department	Administration		
Agenda Category	Action Item		
Title	2024 Part-time Firefighter Pay Plan		
Staff Recommendation	Approve Resolution 2023-168 adopting the 2024 Part-time Pay Plan.		
Budget Implication	Included in the 2024 Budget		
Attachments	<table border="1"><tr><td>1.</td><td>2024 PT Fire Pay Plan Resolution</td></tr></table>	1.	2024 PT Fire Pay Plan Resolution
1.	2024 PT Fire Pay Plan Resolution		



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

FROM: Joe Fischbach

DATE: December 20, 2023

RE: 2024 Part-time Firefighter Pay Plan

Discussion

Over the last year and a half, Public Safety has been discussing the direction of the Fire/EMS department and plan to continue to operate as a combination department. One major topic has been recruitment and retention. City Administrator Jennifer Levitt, Finance Director Brenda Malinowski, Public Safety Director Peter Koerner and Fire Chief Rick Redenius, completed a comprehensive evaluation of the fire department's part-time personnel compensation and participation requirements. As part of this evaluation, the pension structure was evaluated as a benefit to the firefighters and a benefit to the city.

Through multiple meetings with city leadership, allowing opportunities to provide feedback, part-time firefighters were also given the opportunity to complete a survey to rank items that are important for their own retention and to vote on the converting from the traditional pension structure to a new pension structure. The conversion would include a pay-out to all firefighters of the current pension funds.

The firefighters overwhelmingly supported the pension conversion with a 19 to 6 vote. The part-time firefighters also ranked their choices of what is most important to their retention. The part-time firefighters' clear top choices were higher hourly pay, experience pay (aka step program) and bonus pay for meeting department requirements.

There was a vote to dissolve the fire relief program for part-time firefighters at the end of 2023. All current employees had to apply to get rehired as part-time firefighters participating in the PERA General Plan by November 17, 2023. Fifteen current employees will be rehired for 2024. There are also 8 candidates that are currently being backgrounded for a 2024 first quarter hire. We have identified the ideal number of part-time personnel to be 21 to 23. In response to these results, the city is incorporating (recommending the follow):

1. Higher hourly pay represents at least a fifteen percent increase for all firefighters. (The hourly pay is one of the highest part-time pay rates in the Twin Cities metro.)
2. A step program for higher hourly wages based upon years of experience.
3. Bonuses for exceeding call-back requirements.
4. Removed distance/residency requirement.

5. Participation in the PERA General plan for all part-time personnel.

To continue to balance the need to provide high-quality 24/7 services to our community and create a sustainable combination model, leadership developed the following participation requirement for part-time staff:

- 1. 36-hour per month duty crew requirement.
- 2. 20 percent call back requirement (down from 30 percent) with bonuses starting at 30 percent.
 - a. Extended call-back time frame to 60 minutes from call response (from 15 minutes).
- 3. Extended off-shift training opportunities with designated training requirements.

Staff have also met with our mutual aid partners to plan for mutual aid requests. The new plan will also reduce the number of call-backs needed.

All wage and benefit costs have been budgeted for 2024.

Recommendation

Approve Resolution 2023-168 adopting the 2024 Part-time Pay Plan.

Attachments

1.	2024 PT Fire Pay Plan Resolution
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RESOLUTION 2023-168
ADOPTING THE 2024 PAY PLAN FOR FIRE DEPARTMENT PART-TIME
EMPLOYEES FOR THE CITY OF COTTAGE GROVE

ARTICLE I. WAGES

	FF/EMT	FF/Medic
Start	\$22.00	\$28.00
5 years CGFD experience	\$22.50	\$28.50
10 years CGFD experience	\$23.00	\$29.00
15 years CGFD experience	\$23.50	\$29.50
20 years CGFD experience	\$24.00	\$30.00
25 years CGFD experience	\$24.50	\$30.50
30 years CGFD experience	\$25.00	\$31.00

Employees working their regularly scheduled duty crew hours will be paid 1.5 times their regular rate of pay for all hours worked between 12:00 AM and 11:59 PM on the actual holidays as defined in the City Personnel Policy.

Employees will be paid 1.5 times their regular rate of pay for all hours worked when responding to All Call pages and for special events as determined by the Public Safety Director. Employees working their regularly scheduled duty crew hours will not be eligible for overtime pay during those hours.

Employees responding to All Call pages on an actual holiday as defined in the City Personnel Policy will receive two (2) times their regular rate of pay. If the call back extends into a non-holiday day, the employee will receive one and one-half (1-1/2) times the employee's regular rate of pay for those hours. Employees working their regularly scheduled duty crew hours will not be eligible for overtime pay during those hours.

Part-time Firefighter response to call-back requests is essential to provide emergency response to the community. Firefighters that exceed the minimum requirement may be eligible for an annual bonus based upon meeting set call-back response percentages.

Bonus eligibility will be determined every calendar year (January 1st to December 31st) and will be paid in the first quarter following the completion of the calendar year. The part-time Firefighter must work the entire calendar year to be eligible for the bonus (i.e. must be employed on or before January 1st). Part-time Firefighters on approved leave may be eligible for the bonus if their leave is equal to or less than twelve weeks. Part-time Firefighters with lost time due to an approved worker's compensation claim will be eligible for the bonus if they work at least three months during the calendar year.

Bonus pay will be given based on the following call-back percentage (Part-time Firefighter will only receive one payment based on the percentage they achieve.)

- 30 percent call-back percentage: \$500 bonus.
- 40 percent call-back percentage: \$750 bonus.
- 50 percent or higher call-back percentage: \$1000 bonus.

ARTICLE II. EFFECTIVE DATE

This resolution shall become effective January 1, 2024 and shall remain in effect until amended by the City Council.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, that the above listed plan be adopted.

Passed this 20th day of December 2023.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



City Council Action Request

7.I.

Meeting Date	12/20/2023		
Department	Administration		
Agenda Category	Action Item		
Title	Compensation Study		
Staff Recommendation	Approve the proposal for Paypoint HR to conduct a compensation study in 2024 in the amount of \$30,000.00.		
Budget Implication	\$30,000 included in the 2024 budget		
Attachments	<table border="1"><tr><td>1.</td><td>PayPoint HR Bid</td></tr></table>	1.	PayPoint HR Bid
1.	PayPoint HR Bid		



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

FROM: Joe Fischbach

DATE: December 20, 2023

RE: Compensation Study

Discussion

In 2020, the City conducted a comprehensive classification and compensation study of all regular full and part-time positions. The study was completed by PayPoint HR. In addition, staff continues to send all new positions to PayPoint to score and slot positions in our classification system.

Staff has budgeted for PayPoint HR to conduct an update to the compensation study portion of the plan. PayPoint HR will survey our comparable cities to see where we fall relative to the market for pay and benefits. They will do this in the first quarter of 2024. All our union contracts (Police Officers, Sergeants, Firefighters and Maintenance) expire at the end of 2024, so we will have the updated information as we begin negotiating 2025 contracts. It is anticipated that we will begin negotiating in May 2024.

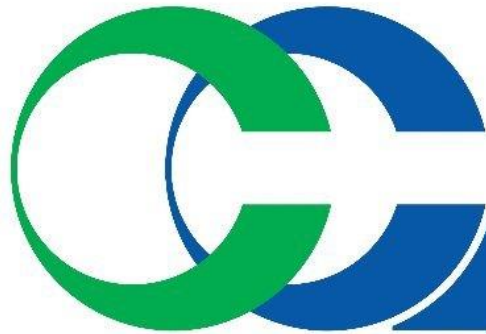
PayPoint HR has prepared the attached proposal for the work.

Recommendation

Approve the proposal for Paypoint HR to conduct a compensation study in 2024 in the amount of \$30,000.00.

Attachments

1.	PayPoint HR Bid
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Compensation Study
City of Cottage Grove, Minnesota

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Management Synopsis

Paypoint HR, LLC is responding to the city of Cottage Grove's request for proposals to provide a Compensation Study. The purpose of the study is to help the city to be recognized as an employer of choice in the area. Paypoint HR will objectively examine the job roles and their placement in the city's hierarchy, the external market's pay ranges for these same positions, and give recommendations as warranted by the findings. The study recommendations will be substantiated using quantitative evaluations, so that the City may make informed decisions with respect to compensation including benefits. It is anticipated the project will take 16 weeks to complete at a firm fixed-price cost of \$30,000.

Our methodology is built on working with our clients and their employees to make appropriate, project-focused recommendations and then staying with the Project Team to see the recommendations are put into place. Our clients have peace of mind knowing the key to our success is ensuring implementation of recommendations.

Paypoint HR, LLC realizes that the employees are the most valuable asset and will be treated accordingly. By including employee input in the project, it is our experience that they feel "heard" and "valued." As such, they will be more likely to find the pride and fulfillment that public service lends. This forward-thinking philosophy ensures the city will be seen as a great place to make a career as well as make a living.

We test our recommendations to ensure they are following sound business practices and will be a solid foundation for our clients going forward. The recommendations we make are intended to produce a structured program that gives ongoing guidance on how to improve an organization's ability to recruit, reward, motivate, and retain talent in a competitive environment. Specifically, we have developed an approach and methodology that incorporates the following:

- Market competitiveness;
- Recognition that compensation is comprised of more than just base pay levels;
- Consideration of changes in recent compensation trends and strategies; and
- Customization of solutions that consider the diversity of needs present within the Client's organization and allows the Client to select the components and options that best meet their overall needs.

Once the recommendations are made for updates to classifications and pay structures, the city will be given our custom designed tools for implementation and ongoing administration. We will create a custom Compensation Factor Scoring (CFS) system using information gathered during the study and provide the city access to the system to help place positions in the future.

Consultant Information

Paypoint HR is an innovative, cost effective, and technologically advanced solution for the public sector's need to provide internally equitable and externally competitive pay plans. We are an independent Woman Owned Small Business (WOSB) and have been assisting the public sector achieve their pay plan objectives since 2012. Our firm is in Manteo, North Carolina and Davidsonville, Maryland, which is near the United State Naval Academy in Annapolis, Maryland and Washington, DC.

Our overall approach to the field is unique. Our founding members hail from different practice areas related to classification and compensation. These specialty fields include organizational design, compliance, research analytics, business strategy, and human resources. The common denominator that brings us together is helping our clients recruit and retain quality employees. We do this by collaborating on each project to give our clients strategic recommendations for achieving their goals. We believe we are the only firm that brings together experts from multiple specialty areas to design custom classification and compensation plans that give our clients a competitive edge in the labor markets where they compete.

Our team includes recognized experts in human resource management and understands that while we follow established standards, there is not a "one size fits all" solution to compensation management. The way we look at data is more thorough than our competitors. While we use "standard" calculations for determining pay, we also create ad-hoc reports that meet specific Client needs. We help develop compliant job descriptions and pay plans based on the most current regulations. Clients benefit from the compliance review and appeals processes through a reduction in grievances and an improved sense of equity. Our recommendations take into consideration the business and operational side of organizations.

Paypoint HR's personnel bring several decades of experience of providing total compensation solutions to the public sector. In our response to the Statement of Work, we explain in detail our business history, people, and processes to show the level of resources we bring to the city. Paypoint HR has staff ready to be deployed for this project and has the resources to confidently provide the city with exceptional service.

We are members of WorlDatWork and the Society for Human Resource Management. Our personnel keep abreast of new and emerging trends through continuing education in their respective fields and collaborate on each project to bring best practices to our recommendations. Our personnel are well respected and have served as speakers for industry associations, financial organizations, universities, and more. Our personnel are also members of industry organizations and serve on the Board for several groups. Typical studies incorporate a custom external market survey. We also have industry data readily available for use in our assessments. Information we have access to include the most recent survey reports conducted by industry associations, updates to regulations on a federal and state level, as well as latest trends and best practices. We anticipate the client's input on specific survey sources it would like us to use. We feel our expertise, processes, people,

survey data library, and proprietary software distinguish Paypoint HR from other contractors and will help the client reach its project goals.

Our current workload allows us to commit the necessary staff members to the successful completion of the project. We welcome the active participation of the project team throughout the entire study but understand that they will be engaged with other priorities as well. Paypoint HR expects support from the client in communication with key staff, setting up meetings, providing meeting resources, as well as establishing reporting relationships, milestones, and timelines.

Karin Campbell and Dr. Rick Campbell are legally authorized to represent Paypoint HR and will serve as the main contacts for the project.

Project Manager – Primary Contact

Karin Campbell, SPHR, SHRM-SCP
695 Santa Maria Lane
Davidsonville, MD 21035
Karin@PaypointHR.com
(443) 336-4272

Technical Director – Secondary Contact

Dr. Rick Campbell, CCP
695 Santa Maria Lane
Davidsonville, MD 21035
Rick@PaypointHR.com
(540) 815-7837

Resumes



Karin Campbell, SPHR, SHRM-SCP, IPMA-SCP

Master of Business Administration, University of Texas
Bachelor of Science in Business Marketing, University of Maryland

Mrs. Karin Campbell has led Human Resource initiatives for more than 20 years. She has helped over 700+ employers and 15,000 employees with the development and delivery of customized HR solutions for employee management programs; conducting labor cost analysis of employee administration, benefits, retirement, workers' compensation, federal, state, and local taxes; budgeting for human capital including recruiting, onboarding, benefits, risk management, training, and compliance; and planning, design, and implementation of payroll administration; health, dental, vision, life, and AD&D insurance; and pension, as well as ancillary benefits within a limited timeframe to large workforces.

She has consulted with clients and their employees on complicated employment topics. Her responsibilities also include development and maintenance of compliance and risk management programs. She has taught OSHA compliance as an adjunct professor. Currently she holds SPHR, SHRM-SCP, and IPMA-SCP designations and serves on the Board for the ASHRM chapter. Karin has a strong understanding of current trends in the benefits industry. Karin worked from 1995-2002 for HRLogic, Inc., a wholly owned subsidiary of Fidelity Investments. Most recently Karin owned her own HR firm, Alpine HR, from 2003

until 2012, when she sold her business. In 2013, Karin along with her husband, Rick, formed Paypoint HR, an HR consulting firm which specializes in employee compensation for both private and public-sector concerns.

Karin's expertise has been utilized in studies that involve:

- Employee Outreach – She has developed time tested approaches to gaining employee buy in through effective communication and involvement of staff at all levels. She has created formats for briefing sessions, and orientations that follow accepted industry protocol and considers both the qualitative and quantitative aspects of data collection. Her approach has allowed for better understanding of the nuances within organizations and uses it to formulate recommendations and overcome obstacles that positively impact acceptance.
- Policy Design and Implementation – She has created a process methodology for implementation of classification and compensation recommendations. The flow of the process lends itself to clear transfer of administration and maintenance from plan adoption through to long-term application.
- Communication Plans – She has led successful projects by creating communication plans with the input of each client to recognize project milestones and progress. She has created relationship reporting to ensure projects are completed on time and within budget.
- Business Strategy – She analyzes the strengths, weaknesses, opportunities, and threats faced by each client and the community they serve to incorporate resources into the final recommendations that maximize return. She has helped clients face challenges in gaining the financial commitment necessary to adopt and implement recommendations.



Dr. Rick Campbell

Ph.D. in Engineering Science and Mechanics, Penn State University
Bachelor of Science in Applied Mathematics, University of Virginia
Certified Compensation Professional (CCP), WorldatWork

Dr. Rick Campbell's extensive education and experience in the field of mathematics has enabled him to understand highly technical issues. Because he has managed both internal and external clients, he has developed the ability to take the most advanced problems and convert them into easily understood terms and processes. He has applied this experience to the field of compensation and classification for the past 10 years.

He has worked for NASA GSFC, GE Aircraft, and Lockheed Martin Space Systems among others. His roles included Team Lead, Project Manager and Principal Engineer.

Dr. Campbell holds 7 U.S. and international patents for his creative ideas on product and process improvement. Rick has experience with Lean Six Sigma for both service

organizations and manufacturing organizations. He brings his unique skills to Paypoint HR to improve the accuracy of our research findings and recommendations.

Rick's knowledge heavily influences the following areas of the study:

- Performance Based Pay – He has built pay plans that incorporate performance metrics and translates them into fair pay based on relevant goals. His plans maintain objectivity and are multifaceted. He has established performance review processes and standards for merit-based compensation pay. He has converted organizations to pay-for-performance that desired merit-pay programs and were limited by existing policy and structures.
- Big Data and Research Analytics – He has worked on projects that have required large data sets and has created the format to collect and manage the data that maintains integrity and validity. He has engineered programs that are user friendly yet robust in their functionality and interpolates data into meaningful information to a granular level.
- Trends analysis – He has reviewed and analyzed data that look for patterns and correlation to determine if they are valid indicators for comparison. He has looked at causality and correlation links to consider potential for predictability.
- Study Validity – He has determined appropriate metrics for comparison in the selection of comparator organizations and benchmark positions to ensure relevancy of findings.
- Financial Impact – He has applied both short-term and long-term implications of recommendations for clients to assist in the ability to project necessary funding and revenue sources.

Scope of Work

Assessment of Needs

Paypoint HR has done a preliminary review of possible hurdles specific to the city of Cottage Grove's ability to attract, motivate, and retain employees. Furthermore, our project history has familiarized us with projects similar in size, scope, and services. You can feel confident our approach is time tested.

Our understanding of the project is that Cottage Grove is a full-service city that provides both its residents and tourists with a full range of municipal services including but not limited to police, fire & EMS, public works, and parks and recreation. The city desires to update their current compensation plan in order to keep up with current compensation practices. The purpose is to attract and retain a high performing and engaged workforce that will continue providing excellent service to those who live in the city.

Possible Challenges

Paypoint HR found the following issues as possible sources of challenges:

- Increase in community demands and expectations for service offerings paired with limited resources to quickly adapt,
- Difficulty recruiting qualified individuals for certain positions,
- Job roles have changed due to changing technology, increased regulations, etc.,
- Increasing cost of employee benefits,
- Pay compression, external inequity, and perception of internal inequities, and
- A highly competitive labor market with other public and private employers in the region competing for the same labor force.

These obstacles are independently problematic and collectively require a change from a tactical management style to a strategic management philosophy. We believe developing a long-term strategy for recruiting and retaining employees is the true intent of this RFP. Paypoint HR understands we will be working with an appointed team leader, key leadership staff, and stakeholders (Project Team) to validate the scope of services, methodology, timelines, and other deliverables. We anticipate several virtual meetings, but we remain flexible to meet your needs. We are planning that meetings will be used to kick-off the project, employee briefing sessions, and presentation of the findings of the study.

Methodology

Our methodology is comprehensive and encompasses all of the requirements specified in the RFP. Our experience allows us to utilize existing information to conveniently conduct Phase 1 of the project using established metrics. Phase 2 focuses on the Compensation/External Component. The standard methodology we will use to conduct both phases of the study is laid out in the flowchart and delineated below.

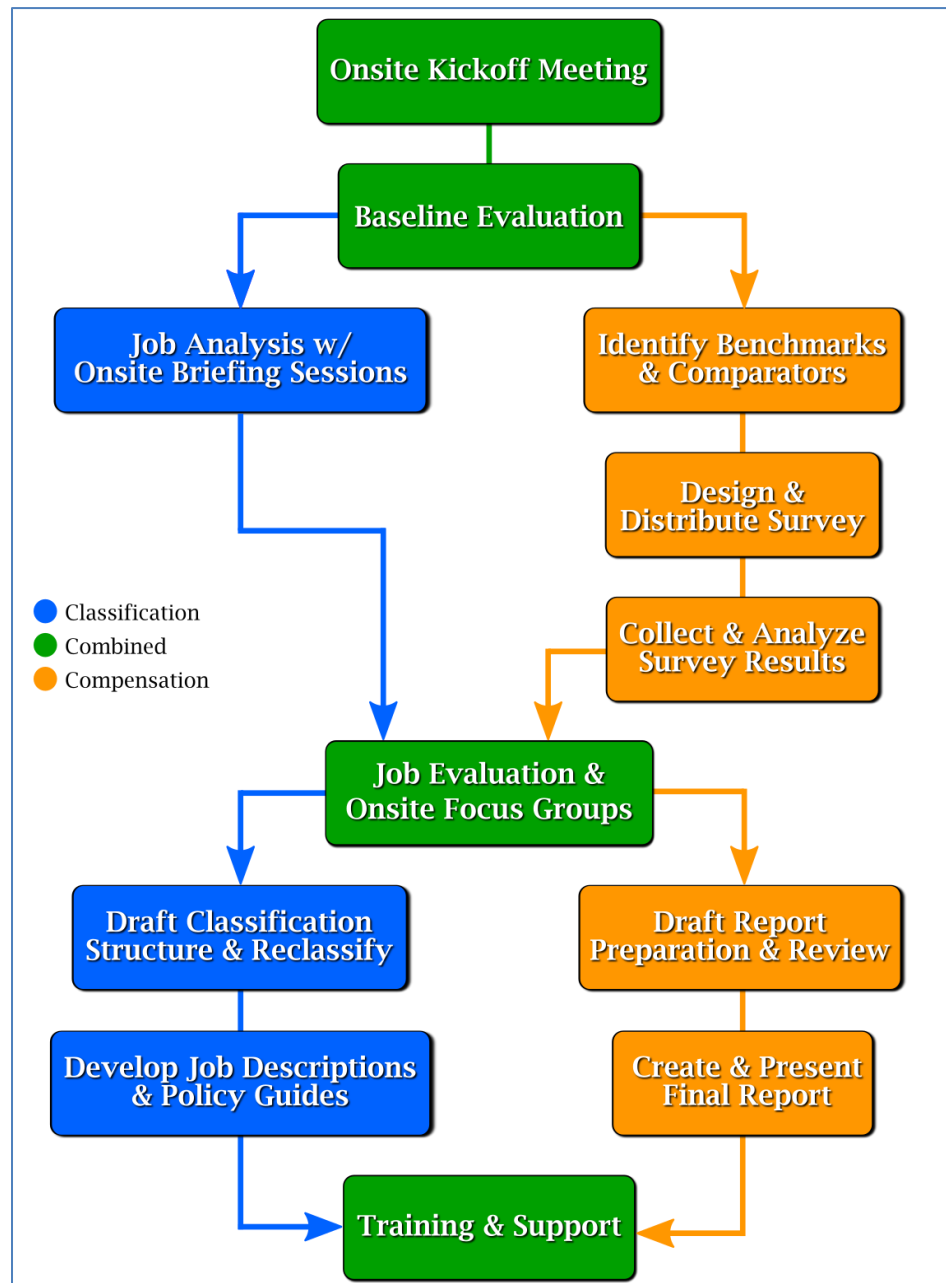


Figure 1 – Process Flow Chart

Paypoint HR plans to conduct the internal equity portion of the study prior to the external portion of the study though some activities will be conducted simultaneously. The reasons for this include:

- Job titles and job descriptions are, in the minds of the employees and their supervisors, inextricably associated with the “worth of the work” or pay. Compensation is often a highly emotional issue. By separating the two phases of the study, even though elements of the phases may be conducted concurrently, it gives us two separate yardsticks of measure.
- The compensation review will be completed when there is a full understanding of the scope of work, thereby ensuring that the data developed from the labor market and client’s classifications are correct.

Paypoint HR uses an expectation of excellence philosophy when approaching our projects. Based on the size and scope of each project, we determine the most effective utilization of resources and build our project team. We use secure, effective communication tools to safely and transparently share information. This approach tends to take a people-centric perspective, implementing short phases or steps that rely on ongoing feedback. This continuously reshapes and refines the project path. The methodology has proven successful over time and frees teams from using a cookie cutter approach to designing a custom work product. As a consequence, we are able to offer faster turnaround and the dynamic ability to quickly adapt to changes.

Phase 1 –Competencies Component

- A. Project Start and Initial Meetings
- B. Baseline Data Collection and Initial Analysis

Phase 2 – Compensation Component

- A. Identify Benchmark Positions and External Survey Comparator List
- B. Design and Distribute Survey
- C. Collect and Analyze Survey Data
- D. Internal Relationship Analysis and Alignment
- E. Preparation of Draft Report
- F. Deliver Final Report and Deliverables for Implementation

We will look at both qualitative data and quantitative data throughout the classification and compensation portions study. The purpose of statistical data allows us to capture a snapshot of the existing plan and create baselines on the existing plan. This gives us a starting point to uncover areas of possible review and revision recommendations.

Compensation Study Components

This Section of the study will result in the development of labor market survey parameters and the collection and evaluation of labor market survey data. The findings from the compensation component will be reviewed and analyzed to look for areas of possible improvement. Paypoint HR will create a pay structure that meets the city's objectives. We will give the city perspective on the economic impact adoption of the recommendations will have on the city. This will make the factors for implementation clear and help anticipate needed steps to meet the overall goals.

Task A – Project Start

Task 1A: of the project initiation phase encompasses all the steps required to initiate the project. This task includes the following activities:

Kick-Off Activities

- Request pertinent materials prior to the project initiation meeting so that Paypoint HR has an understanding of the scope of the study, an understanding of the client's current classifications, and is prepared to seek further relevant information during the initial meetings.
- Obtain relevant information and statistical/anecdotal data on specific compensation issues and policies. Obtain insight into perceived current compensation system strengths and weaknesses. Identify current incumbents and gather any other documentation to gain better understanding of the client's operations.
- Meet Human Resources Director to discuss project context and methodology, determine reporting relationships, and clarify project understanding and Milestones to create the Communication Plan.
- Reach an agreement on a schedule for the project including all assignments and project milestones/deliverables and deadlines for completion of the assignment.
- Establish an agreeable communication schedule while identifying potential challenges and opportunities for the study.

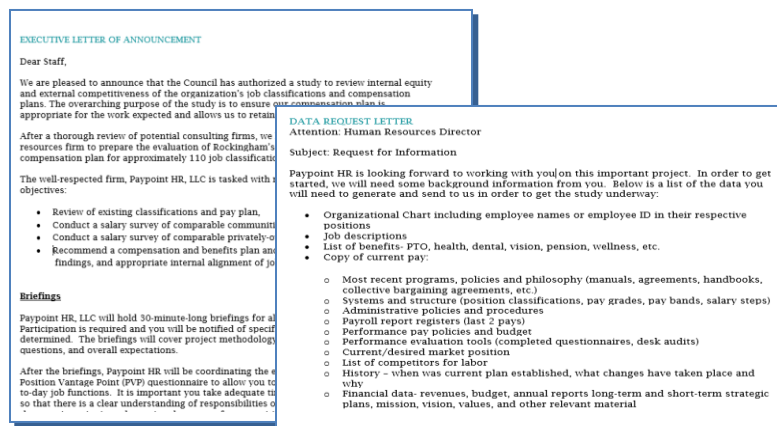


Figure 2 - Sample Letter Templates

Task 2A of the compensation portion of the study will include identifying benchmark job positions and identifying a mutually agreed upon list of external comparators to be included in the external survey. In order to complete this, the following steps will be taken:

- Involving the Study Project Leaders and stakeholders as appropriate, in the decision-making process.
- Agreement on which agencies are included *PRIOR* to beginning the study. Our experience has shown that this is the most advantageous approach.
- Conducting a thorough review of all materials to date including: employee database, classification listing, interviews, compensation review, and meetings with the Project Management Team. This will be closely followed by an exploration of the Project Team's overall strategic compensation vision.
- Thoroughly reviewing the various components of existing compensation plans and policies as well as the regulatory environment surrounding compensation.
- Identifying highly competitive positions within the organization and customizing the survey where appropriate.
- Reviewing and discussing how a compensation program might be designed to support the organization's business strategy and organizational objectives.
- Confirming and discussing the Project Team's preferred percentile placement within the market place.
- Acknowledging the organization's policy with respect to internal pay equity and employee perceptions of fairness.
- Addressing the Project Team's philosophy with respect to employee retention including the role compensation plays in retention issues.
- Reviewing the Project Team's philosophy with respect to fiscal sensitivity and flexibility.

"Benchmark classes" are normally chosen to reflect a broad spectrum of class levels. The positions that are selected normally include classes that are most likely to be found in other similar agencies and will therefore provide a sufficient and valid sample for analysis.

Benchmark positions should encompass the entire range of positions from the beginning of the pay ranges to the end. There should be a number of positions equally interspersed among the pay scale. Positions that have been difficult to attract and retain excellent employees should be included. Paypoint HR will offer information and examples for the Project Leaders to consider and which will provide a measurable, rational, fact-based methodology to determine the relative job worth within the organization (as required by the EEOC).

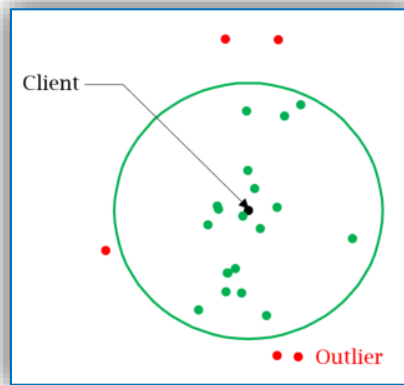


Figure 3 - Illustration of Economic Variance Using the Client as the Baseline

Paypoint HR will conduct an economic analysis of regional organizations to identify a preliminary unbiased list of appropriate comparators. The purpose of this step is to ensure the worthiness and legitimacy of using these organizations to develop recommendations. This adds validity to the findings and yields defensible results. We will keep in mind the Project Team's criteria on such factors as degree of competition for obtaining and retaining candidates for high quality staff, their location in the city's traditional recruitment areas, and their level of service. Paypoint HR uses objective parameters to determine the legitimacy of findings. Below is a list of possible criteria to consider when selecting organizations to be sampled:

Sample List of Selection Criteria

Median Housing Price	Unemployment Rate
Median Household Income	Labor Force Participation Rate
Cost of Living Adjustment	Proximity
Population	

Each organization considered is given a variance score related to data points and an aggregate variance score is created. This will help identify the organizations whose results will provide validity to the study. Upon identifying benchmark positions and the selected comparators, Paypoint HR will then create the document for surveying the selected organizations and conduct the external survey.

Task B – Design and Distribute Survey

Task 1B Paypoint HR will incorporate the accumulated knowledge and understanding of the project gathered at this point into a main client file. Data will be collected throughout the project and will be housed in this central location. The Baseline Evaluation Task evaluates the current system as outlined and includes the following activities:

- Conduct a comprehensive preliminary evaluation of the client's existing position review process. Conduct any necessary question and answer sessions. Develop an accurate database of client's employees for study and review data as well as career ladders. Understand the client's approach to compensation and overall philosophy on attracting and retaining competent staff.
- Review the existing pay structure and processes to look for potential problems to be resolved. Determine the strengths and weaknesses of the current pay plan(s).
- Complete an assessment of the current conditions that details the pros and cons of the current system as well as highlights areas for potential improvement in the final adopted solution.
- Conduct a thorough review of all background materials related to the client's classification system. Review information from the department head as well as incumbents. Conduct interviews as appropriate.
- Document accepted compensation and classification philosophy and budgets based on input from the Study Project Leaders and other key staff.
- Gain understanding of employee recruiting and retention processes to uncover challenges in the local labor market and provide guidance on market positioning strategies.
- Once a baseline is determined, establish the client's current position as compared to the local market using sources of data preferred by the client as well as Paypoint HR's resource library for consideration.
- Look at goals for recruiting and retention with regards to sustainable budget amounts that will support recommendations on market position strategy.

In Task 2B of the study, it is anticipated that the creation and distribution of the external survey will take place. This analysis will include a detailed concise presentation of data to be collected. The survey will include job titles along with a brief summary of each position. This approach allows respondents to compare job description to job description and not just job titles, therefore ensuring true "matches" from the survey respondents.

Paypoint HR will send the survey to all comparators and if necessary, complete Freedom of Information Act (FOIA) requests. We conduct all of the survey distribution, data collection, and analysis ourselves to ensure validity of the data and to enforce quality control. While there is an industry standard of 5-15% response rate for surveys, Paypoint HR typically receives 25-40% response rates. While the surveys are out for distribution, Paypoint HR will further examine the existing compensation environment to establish a baseline and keep in contact with the Project Team.

Task C – Collect and Analyze Survey Data

Client's Job Title	Client's Job Summary	Match	Min	Mid	Max
Accounting Technician	Performs intermediate technical and clerical work involving the preparation and/or maintenance of fiscal or related records; does related work as required.	Exact Match - 100%	\$15.61	\$18.53	\$26.07
Administrative Assistant	Performs difficult skilled clerical work providing a variety of administrative, secretarial and record keeping duties; does related work as required.	Very Good Match - 75%	\$14.15	\$18.72	\$23.64
Benefit Programs Specialist I	Determines eligibility and re-determination of eligibility of individuals and families for financial assistance, food stamps, medical assistance, and other social services' benefit programs. Entry level.	Exact Match - 100%	\$19.92	\$19.95	\$33.26
Building Inspector	Performs intermediate technical work in the inspection of all phases of building plans and construction.	Exact Match - 100%	\$18.08	\$26.72	\$30.20
Chief Deputy Treasurer	Performs difficult technical and administrative work assisting in the operation of the Treasurer's Office; does related work as required.	Exact Match - 100%	\$35.77	\$45.37	\$59.74
Communications Officer	Performs intermediate skilled clerical work dispatching law enforcement, fire, rescue and other equipment and personnel usually in response to emergency situations; does related work as required.	Very Good Match - 75%	\$18.06	\$20.32	\$30.16
Communications Supervisor	Performs difficult technical work overseeing and participating in dispatching law enforcement, fire and rescue equipment and personnel to emergency and non emergency requests for service.	Very Good Match - 75%	\$20.95	\$25.92	\$34.99

Figure 4 – Sample of Job Summaries in External Survey

Following the distribution of the surveys, Paypoint HR will collect the data and conduct an in-depth review of the survey results with the Study Project Leaders, as appropriate. The purpose of this review is to identify any additional information needed or areas that require further analysis. Paypoint HR will examine salary spread for all grades, ladders between grades, and identify the possibility of positions being compensated differently than intended from the existing plan. We will examine the distribution of employee salaries to highlight challenges and conduct an analysis of wage compression using Paypoint HR's proprietary statistical processes, if requested. Positions that contribute to compression are specifically identified for adjustment.

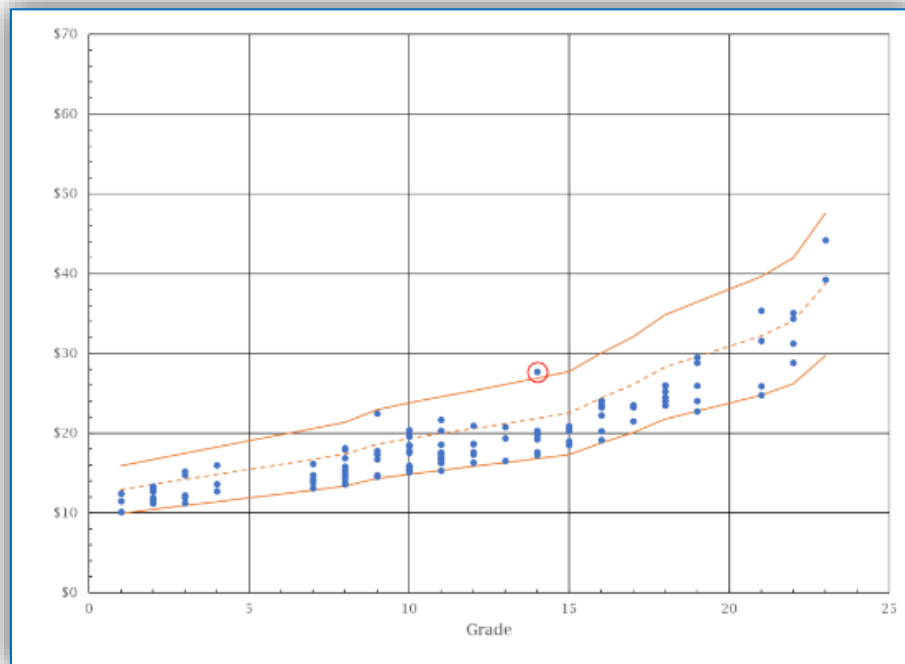


Figure 5 - Baseline Analysis of Client's Workforce

Task D - Internal Relationship Analysis and Alignment

To determine recommendations for internal equity, considerable attention will be given to this phase of the project. It is necessary to develop an internal position hierarchy based on the organizational value of each classification. By reviewing those factors, we will make recommendations regarding vertical salary differentials between classes in a class series (if recommended), as well as across departments.

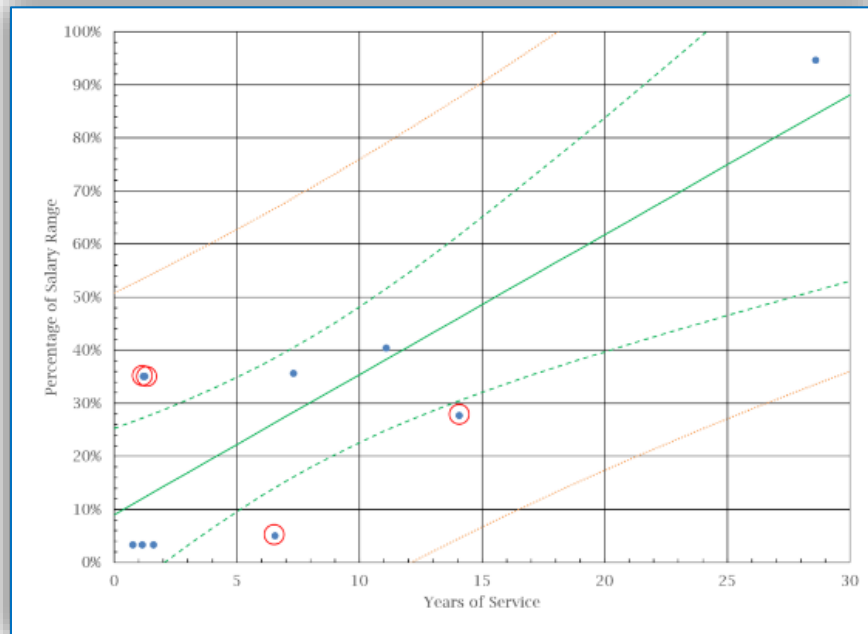


Figure 6 - Sample Internal Compression Analysis

Paypoint HR analytically develops an internal hierarchy based upon the job analysis responses. The ultimate goal of this critical step of the process is to address any internal equity issues and concerns with the current compensation system. We look for compression and inconsistencies. Our quantitative tool, Compensable Factor Score (CFS) system, allows us to objectively compare between certain classifications.

Current Grade	Job Title	CFS Score
25	Director of Public Works	95.7
24	Director of Fire & Rescue	83.4
24	Director of Human Resources	78.3
22	Deputy Director of Finance	43.5
FR 4	Lieutenant, Police	21.1
19	Senior Accountant	20.5
12	Crew Leader	13.9
13	GIS Specialist	12.4
2	Custodian	7.5

Figure 7 - Sample of Compensable Factor Score Results

We will create a sound and logical compensation structure for the various levels within each class series, so that career ladders are not only reflected in the classification system but also in the compensation system. The recommendations will contain pay differentials between levels that allow employees to progress on a clear path for career growth and development. Career ladders will be looked at both vertically and horizontally to mirror the classification structure that was developed during the classification section of the study. Paypoint HR's Compensable Factor Score (CFS) formulation provides a framework to construct an unbiased internal hierarchy of positions.



Figure 8 - Compensable Factor Score Example

The internal hierarchy is correlated with the findings of the external market, external equity, by using Paypoint HR's non-linear statistical algorithm. A 90% or greater correlation is typical, lending to confidence that both the internal and external equity are sound and appropriate.

Paypoint HR may choose to supplement the survey data with information from our own internal library. This helps to identify outliers and get a pulse on how the study results compare to the market as a whole.

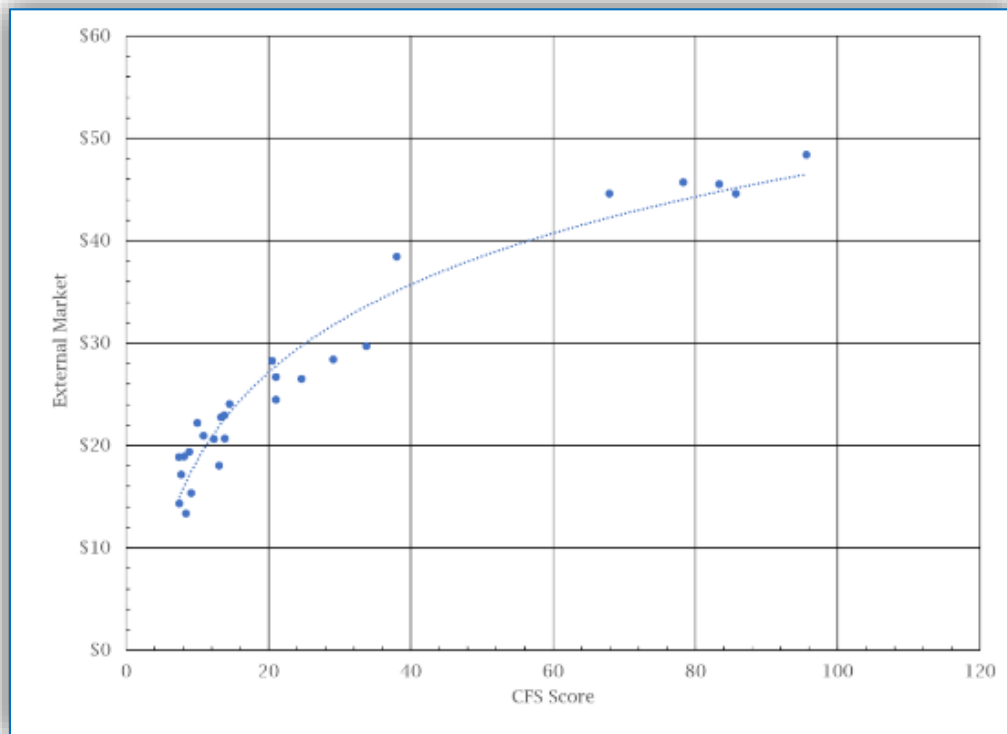


Figure 9 - Sample Comparison of Internal / External Hierarchy

Task E - Preparation of Draft Report

Depending on the data developed from the internal analysis, we will review and make recommendations regarding internal alignment of your salary structures including combining or expanding groups or salary scales. We will develop recommendations for pay grades and salary ranges for all classifications based typically on median salaries from the comparable agencies based on the organization's overall compensation philosophy and policy. We will also analyze any pay compression issues to ensure internal equity, if requested.

- We will conduct a competitive pay analysis using the market data gathered to assist in the determination of external pay equity and the recommendation of a new base compensation level for each classification studied.
- We will conduct a comparative analysis to illustrate the relationships between current pay practices and the newly determined market conditions. We will also develop solutions to address pay equity issues. Our analysis includes information regarding the financial impact of addressing pay equity issues for the city. The end result is intended to create a market adjustment and implementation strategy supporting your goals, objectives, and budget considerations.

Positions will be categorized in a compensation ratio or “Compa-ratio” relating actual pay rates to market rates to determine if they are in-line with the external market. Positions will be classified by their Compa-ratio and determined to be either below, at, or above the market rate. We use these findings to make corrections to pay for each position which allows for fiscal impact analysis of recommendations.

	Accounting Technician I	Admin. Assistant	Asst. County Attorney	Asst. Landfill Manager
Market Percentiles				
20%	\$15.78	\$15.27	\$34.70	\$16.88
25%	\$17.17	\$16.03	\$36.37	\$17.91
30%	\$17.69	\$16.56	\$38.07	\$18.74
...	...	...	...	...
70%	\$22.92	\$22.18	\$52.69	\$24.75
75%	\$23.29	\$22.73	\$53.81	\$25.91
80%	\$24.27	\$23.75	\$55.44	\$26.88
Mean	\$20.25	\$19.51	\$45.41	\$22.29
Compa-Ratio	-1.6%	-6.3%	-11.3%	+8.4%

Figure 10 - Sample Compa-Ratio Results by Job Title

The Draft Final Report will be completed and submitted to the Study Project Leaders for review and comment. The report will provide detailed compensation findings, documentation, and recommendations. The report will include the following information:

- A proposed Salary Range/Plan document;
- Any alternative compensation plans identified;
- Reports addressing employees whose base pay either is below or exceeds the market rate;
- The option to implement the recommended plan in phases;.

After an initial round of feedback from the Study Project Leaders, we will make edits and resubmit the draft to the Project Team for review and approval. Final meetings with the Project Team and stakeholders will be conducted and any final adjustments are made prior to delivery of the final report to the appropriate stakeholders. Once all of your questions and concerns are addressed, a Final Report will be created and submitted in a bound format and electronic format.

Positions Compensated Substantially Below Market (% Diff < -10%)	
Accounting Technician I	Assistant County Attorney
GIS Specialist	GIS Technician
Maintenance Supervisor	Network Technician
Permit Specialist I	Water Meter Technician II
Positions Compensated Below Market (-10% < % Diff < -5%)	
Administrative Assistant	Custodian
Deputy Director of Technology	Landfill Truck Driver
Maintenance Worker	Parks and Recreation Manager
Payroll Specialist	Senior Systems Analyst

Figure 11 - Sample External Market Results Summary

Task F – Deliver Final Report and Deliverables for Implementation

Paypoint HR typically works on tight schedules that demand extensive communication. We first listen to our clients to understand their specific needs and then create recommendations that fulfill the purpose of the study. Our final report reviews the city's background as related to the study and conveys complex concepts clearly and concisely. We feel this is one of our strongest attributes. An area of communication where we particularly excel is in the ability to communicate with employees at all levels of education and background. The concepts covered during employee outreach are reflected in the final report, as appropriate. This improves morale as the employees feel valued by knowing they have been heard. We are a liaison and have discovered opportunities and issues that would not have otherwise been utilized or addressed.

The final report includes an Executive Summary that summarizes the study methodology and gives recommendations for consideration by the city. The report highlights specific areas where an opportunity exists to improve the city's Classification and Compensation programs. The strategic position of the existing plan is reviewed in relation to the findings and shows comparisons. Recommendations that affect the city's budget are reviewed and their financial impacts are projected to ensure the city is able to support them. The Final Report is developed in a way that is relevant to the current market as well as allows the city to make a long-term strategic plan for attracting and retaining staff. The work product includes steps for implementation, training, and ongoing administration.

Our recommendations have been well received by our audiences. We have developed valued relationships and are considered by our clients and their employees as a trusted advisor. We

welcome the opportunity to work with the city to prove ourselves as an excellent service-oriented firm.

Salary Recommendations

The fiscal impact of the recommendations listed below are approximate costs for salary adjustments only. It does not factor in associated costs for employee related benefits.

1. Raise the salary of 13 positions that are *substantially* below market, first, at a cost of \$102,438.
2. Raise the salary of 52 positions that are below market, second, at a cost of \$145,571.
3. Adjust the salaries of positions that are near market with normal base-salary and tenure adjustments.
4. Discontinue making base-salary adjustments to the salaries of positions that are above or *substantially* above market until compensation is near market. Continue providing tenure-based salary bonuses.
5. Adjust only the salary scale by the Southern Mid-Atlantic Consumer Price Index (CPI) yearly to help ensure that the County's salary plan keeps up with market. Individual salaries would not be scaled by the CPI.

Figure 12 - Sample of Study Recommendations

Summary of List of Standard Deliverables

- Kick-off meeting with Project Team and collaborative development of the Project Communication Plan.
- Project planning and methodology.
- Briefing Sessions with All Employees to go over the scope of the project, their role, and to give direction on how to complete the job analysis.
- Job Evaluation report completed using scores from job analysis responses.
- Comparator Analysis reports to identify localities that compete for labor with the city.
- Development of agreed benchmark positions.
- External Market Survey for comparators with benchmark job titles and short job summaries.
- Update of Job Descriptions, where applicable, to include FSLA, EEO, and ADA compliance (sample provided upon request).
- Creation of Recommendations for Reclassifications report, including job title simplification.
- Development of a Compensable Factor Scoring System tailored to the city for use and maintenance of job evaluations and internal equity.
- Development of training for ongoing administration and implementation along with supporting materials and manual.

- Development of a salary structure based on the survey findings and job evaluations.
- Survey finding reports showing options for strategic position as compared to current position.
- Fiscal Impact report showing costs associated to the selected strategic market position.
- Cumulative Final Report for presentation which shows methodology, procedures, development of findings, work product deliverables, and the financial impact of recommendations.

Implementation

Communication with the Project Team and key stakeholders are described at each step in the process of our project methodology. We consider our audience for implementation to be the Project Team, managers, and employees. We have tailored our process to involve each at the appropriate times. We incorporate meetings, frequently asked questions, questionnaires, informal appeals, reviews and feedback sessions. Various media is used during the project to convey changes. We include: online access to information, written communication, forms, face-to-face meetings, electronic communication, as well as virtual meetings.

Weekly progress reports will be provided to the Project Team. Paypoint HR will also provide to the Project Team status reports every two weeks and as requested. We keep our clients fully abreast of all activities that Paypoint HR undertakes during the course of our projects to ensure timely completion and to short-circuit any issues that may arise.

- Paypoint HR provides forms for discussions with personnel regarding how the changes affect them individually.
- We create Job Discussion Request (JDR) and Job Discussion Guide (JDG) forms for employees and their supervisors to complete and submit to the Human Resources department. While employees may not always agree with our recommendations, they have a "second chance" to ensure that they have been heard and to continue the educational process regarding why specific recommendations were made.
- A manual of instructions and training materials regarding the administration of the proposed compensation system;
- A list of implementation issues, schedules, fiscal impact statements, cost projections, and communications surrounding our recommendations;
- A guide for rules, policies, and procedures for you in implementing, managing, and maintaining the compensation system;
- Train the trainer sessions; and,
- Customized software, unique for each client based on the results of the study, and support plan options.

Tentative Timeline

Our professional experience is that compensation studies of this scope and for this size organization take no more than 16 weeks to complete the following: baseline evaluation, interviews, compensation data collection and analysis, review of steps by the client, the development of final reports, and any appeals.

Timely progress reports will be provided to the client. Paypoint HR will also provide to the Project Team interim reports as the project progresses. We keep our clients fully abreast of all activities that Paypoint HR undertakes during the course of our projects to ensure timely completion and to short-circuit any issues that may arise. A customized schedule would be constructed in conjunction with both Paypoint HR and the city to meet the project requirements.

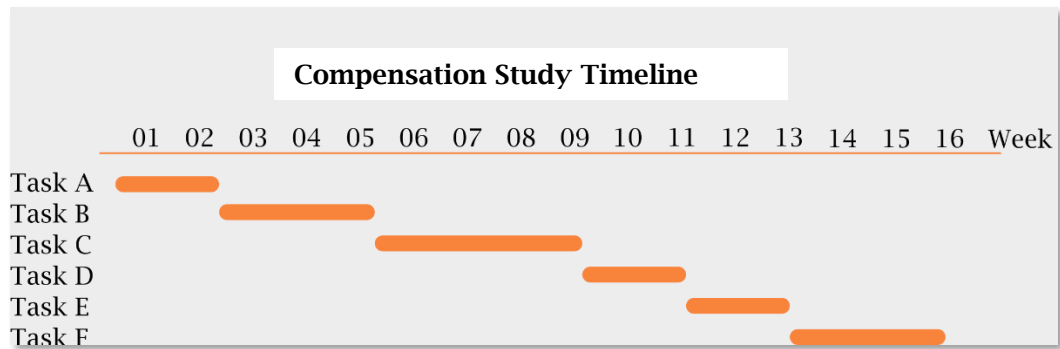


Figure 13 - Gantt Chart

Cost Proposal

Compensation Study Components

Task		Hours
A	Identify Benchmark Positions and External Survey Comparator List	12
B	Design and Distribution of Survey	24
C	Collect and Analyze Survey Data	60
D	Internal Relationship Analysis and Internal Alignment	52
E	Preparation of Draft Report	32
F	Deliver Final Report and Work Products for Implementation	24
	Subtotal Professional Hours	204
Total Estimated Hours of Phase 1 & Phase 2		240

The standard consulting rate for the senior personnel listed, consistent with the Federal GSA schedule, is \$125 per hour of service. The total, firm-fixed price fee would be \$30,000. Our fee includes expenses associated with travel, phone, materials, and supplies. Regular invoices, including a thorough delineation of services rendered, would be on a net 30-day basis. Paypoint expects support from the client in communication with key staff, setting up meetings, and providing meeting resources, as well as establishing reporting relationships, milestones, and timelines.

Provisions to Other Agencies: Paypoint HR agrees to make available to other Government agencies, departments, and municipalities the prices submitted in accordance with said terms and conditions therein, should any said governmental entity desire to buy under the terms of the proposal.



City Council Action Request

7.J.

Meeting Date	12/20/2023		
Department	Administration		
Agenda Category	Action Item		
Title	Public Purpose Expenditure Policy		
Staff Recommendation	Adopt Resolution 2023-167 approving the public purpose expenditure policy for 2024 as presented.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>2024 Public Purpose Policy Resolution</td></tr></table>	1.	2024 Public Purpose Policy Resolution
1.	2024 Public Purpose Policy Resolution		



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

FROM: Joe Fischbach

DATE: December 20, 2023

RE: Public Purpose Expenditure Policy

Discussion

Annually, the City Council is required to approve the City's Public Purpose Expenditure Policy, which is a clear set of guidelines to assist elected officials, employees, and representatives of the City when approving the expenditure of public funds. No changes have been made to the 2023 version that was adopted by the City Council.

Recommendation

Adopt Resolution 2023-167 approving the public purpose expenditure policy for 2024 as presented.

Attachments

1.	2024 Public Purpose Policy Resolution
----	---------------------------------------

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2023-167

**A RESOLUTION APPROVING THE PUBLIC PURPOSE
EXPENDITURE POLICY
FOR 2024**

WHEREAS, the City Council of the City of Cottage Grove finds it necessary to annually review and approve a policy to clearly determine the public purpose for expenditures; and

WHEREAS, the City Council has determined that in order to attract, recruit, retain and motivate employees and community volunteers, the City wishes to recognize hard work and service through other than monetary payment; and

WHEREAS, the City Council has further determined certain expenditures for typical business costs are necessary for the effective delivery of public service; and

WHEREAS, the City Council has reviewed and discussed the Public Purpose Expenditure Policy; now

THEREFORE, BE IT RESOLVED, that the City Council of the City of Cottage Grove hereby approves the following "Public Purpose Expenditure Policy" for calendar year 2023.

PUBLIC PURPOSE EXPENDITURE POLICY

POLICY

Pursuant to the provisions of Statutes and the laws of the State of Minnesota which permit and require the expenditure of public funds for public purposes, the City of Cottage Grove City Council believes it necessary and appropriate to provide assistance and guidance to the officials, employees and representatives of Cottage Grove to aid in the determination of when public funds may be spent for a public purposes.

To provide that assistance and guidance, the Cottage Grove City Council adopted these public purpose expenditure guidelines for the establishment of operating policies and procedures and appropriate expenditures of public funds. Based on these guidelines, the City Council authorizes the City Administrator, Elected Officials, and appointed Department Heads to establish administrative policies and procedures that are consistent with these guidelines and the adopted City policies which implement these guidelines.

DEFINITION

A public purpose expenditure is one which relates to the purpose for which the City of Cottage Grove exists and the duties and responsibilities of Cottage Grove, its elected and appointed officials, employees, and other representatives.

PUBLIC PURPOSE GUIDELINES

1. Training and development programs for Cottage Grove employees serve a public purpose when those training and development programs are directly related to the performance of the employees' job-related duties and are directly related to the programs/services for which the City is responsible.
2. Payment of employee work-related expenses, including travel, lodging and meal expenses, serves a public purpose when those expenses are necessarily incurred by Cottage Grove employees in connection with their actual work assignments or official duties and those expenses are directly related to the performance of the governmental functions for which Cottage Grove has responsibility.
3. Appropriate safety and health programs for Cottage Grove employees serve a public purpose because they result in healthier and more productive employees and reduce certain costs to the City and the taxpayers of Cottage Grove, including various costs associated with workers compensation and disability benefit claims, insurance premiums, and lost time from employee absences.
4. Public expenditures for appropriate Cottage Grove employee and volunteer recognition programs serve a public purpose because formally recognizing employees and volunteers who make significant contributions and demonstrate their commitment during the performance of their duties result in higher morale and productivity among all Cottage Grove employees and volunteers, and therefore help the City to fulfill its responsibilities efficiently and more cost effectively.
5. Public expenditures for food and refreshments associated with official Cottage Grove functions serve a public purpose when the provision of food or refreshments is an integral part of an official Cottage Grove function, and the provision of food or refreshment is necessary to ensure meaningful participation by the participants.
6. Public expenditures for appropriate community and customer outreach and similar activities serve a public purpose when those expenditures are necessary for Cottage Grove to ensure the efficient operation of its programs/services, promote the availability and use of City resources, and promote coordinated, cooperative planning activities among and between the public and the private sectors.

SPECIFIC PROGRAMS AND EXPENDITURES

Every City of Cottage Grove expenditure must be valid based upon the public purpose for which it was purchased. The following items are deemed to meet the Council definition of public purpose expenditures.

A. Employee Recognition Program

The Cottage Grove City Council recognizes the hard work and service performed by the employees of the City through a formal Employee Recognition Program. The City

Council believes the benefits of attracting, retaining and motivating employees through an Employee Recognition Program support employee job satisfaction, which in turn impacts cooperation and productivity. The result is to provide excellent public and customer service to better serve the interests of the citizens of the community.

The Employee Recognition Program is considered “additional compensation” for work performed by employees but is entirely dependent on receiving funding from year-to-year. No provisions of this policy, or its administration, shall be subject to review under the grievance or arbitration provisions of any collective bargaining agreement.

The Program may include:

1. City employees completing 5, 10, 15, 20, 25, 30, 35 and 40 years of service receive taxable income during their anniversary month for a designated amount as detailed below. The City Council authorizes funds to be spent on recognition certificates and plaques in recognition of long-time service or retirement.

5 years	\$100
10 years	\$150
15 years	\$200
20 years	\$250
25 years	\$300
30 years	\$350
35 years	\$400
40 years	\$450

2. Semiannually, in conjunction with the presentation of service awards, the City may sponsor an Employee Recognition and Appreciation event for City employees.
3. Annually, the City will sponsor a Volunteer Recognition Dinner(s) to promote teamwork and coordination amongst the City Council, Department Heads, Commissions/Committees, and employees. This dinner and a token gift for invited participants and their guests also serve as a de minimus compensation for the service provided by the volunteers.
4. Annually the City will sponsor a Holiday Party for City employees. The City may sponsor an annual employee picnic.
5. The City supports other events that are planned and paid for by employees. Examples of such events include the holiday gatherings, golf, and bowling tournaments.
6. The City supports programs that may provide discounts to employees for use of certain municipal facilities including the golf course and ice arena. Any discounts would be recommended by the responsible Department Head and approved by the City Council. Such discounts not only provide a tool to motivate and retain employees through enhancing job satisfaction but can also serve as a marketing

tool for the applicable City operation.

7. The City supports the allocation of up to \$250.00 for a cake and beverages in recognition of long-time service or retirement of employees, volunteers or elected officials.

The cost of the elements of the Employee Recognition Program will be included as a separate line item in the City of Cottage Grove Community and Employee Programs Budget. This line-item will be approved annually by the City Council as part of the overall budget process.

B. Employee Wellness and Safety Programs

The City Council recognizes the importance of employee fitness and health as it relates to the overall work and life satisfaction of the employee and the overall impact on the City's health insurance program. As such, the City Council supports the Employee Wellness Program, which has been designed to educate employees on fitness/health issues.

The Employee Wellness Program is considered "additional compensation" for work performed by employees but is entirely dependent on receiving funding from year to year. No provisions of this policy, or its administration shall be subject to review under the grievance or arbitration provisions of any collective bargaining agreement.

The cost of the Employee Wellness Program will be included as a separate line item in the City of Cottage Grove Community and Employee Programs Budget. This line-item will be approved annually by the City Council as part of the overall budget approval process.

The Employee Safety Program is funded by the self-insurance budget. The City supports programs created by the Central Safety Committee to promote and retain a safe work environment.

The City of Cottage Grove will provide employees access to exercise equipment for use at City Hall and Central Fire Station, subject to the employees meeting the requirements of the exercise room policy.

C. Meeting Food/Meals

The City Council recognizes that situations in which City business needs to be discussed can and do occur during meal hours (i.e. luncheon meetings). In addition, there are public and employee meetings and events in which reasonable refreshments may be necessary to create a more productive environment and to be responsive to participants' time schedules. The following items are deemed to meet the Council definition of public purpose expenditures in regard to food and meals.

1. Meals and refreshments are allowed at City meetings and events that have a purpose of discussing City issues. These meetings would normally have a pre-

planned agenda.

2. Meals and refreshments are allowed at employee meetings and events that have a purpose of discussing City issues or are a part of an employee training. These meetings would also normally have a pre-planned agenda. These meetings could include new employee receptions to introduce new employees to existing employees, provide an orientation to the City, and promote teamwork and cooperation. This does not include routine staff meetings.
3. Meals and refreshments are allowed when they are part of a breakfast/lunch/dinner meeting for official City business when it is the only practical time to meet. Usually, these meals involve meeting with City Council Members, Committee/Commission Members or business/civic organizations. Payment for fees relating to a special event, such as the EDA golf tournament or a Chamber of Commerce event may also be allowed when approved by the City Administrator and when attendance is deemed to meet the public purpose guidelines for community or customer outreach and marketing of the City.
4. Meals and refreshments may be provided during official meetings of the City Council, City Advisory Boards/Commissions, and Taskforces that have purpose of discussing City business. These meetings would normally have a pre-planned agenda and be properly posted.
5. Travel expenses for employees are outlined in the Cottage Grove Personnel Policy.
6. Meals and refreshments are allowed where employees or volunteers are participating in a City-sponsored special event, participating in an outside event as an official representative of the City, or working additional hours and where the Department Head deems appropriate as recognition of efforts above those normally required. Because emergency personnel are often called to perform for extended periods of time and duties where refreshments are important to duty performance, emergency response personnel may be provided refreshments or food when it is deemed appropriate by the City Administrator or Department Head to assure the delivery of quality emergency response service.
7. No purchase of alcoholic beverages is allowed.

The cost of these meals or fees is included in the departments' travel/training line-item in the City of Cottage Grove budget. These line items are approved annually by the City Council as part of the overall budget approval process.

D. Membership, Dues, and Donations

The City Council has determined that the City will fund memberships and dues (individual or organization) in professional organizations and City social and community organizations when the purpose is to promote, advertise, improve, or develop the City's resources and relationships and not interest or gain.

The cost of memberships/dues is included in the departments' dues and subscriptions line-item in the Cottage Grove Budget. These line-items are approved annually by the City Council as a part of the overall budget process.

All donations must be approved by the City Council during the annual budget process and/or by City Resolution. Donations provided by the City must be for programs that serve our citizens and are deemed to meet the public purpose guidelines.

E. Education Reimbursement

The Personnel Policy contains guidelines for an education reimbursement program. Job related advanced education meets the public purpose guidelines of this policy. The amount available for this program shall be considered annually. The cost of this program is contained in the Community and Employee Programs Budget.

F. Clothing and Other Sundry Items

Employees may receive t-shirts and other sundry items of nominal value (\$5.00) when these items are made available to the general public or if these items are determined by the City Administrator to be important to the successful involvement of employees in special City-sponsored or City-supported events. For example: Night to Unite, Cottage Grove Strawberry Fest, EDA Golf Tournament, etc. Employees may be supplied with uniforms, clothing, boots, and other gear necessary for the performance of their job.

G. Conclusion

The Cottage Grove City Council has determined that the above expenditures are valid and serve a public purpose.

Adopted this 20th day of December 2023.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



City Council Action Request

7.K.

Meeting Date	12/20/2023		
Department	Finance		
Agenda Category	Resolution		
Title	Accept Donation-Pancetral CGC Holdings LLC		
Staff Recommendation	Approve Resolution 2023-165, accepting a donation from Pancetral CGC Holdings LLC		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>Res 2023-165 Pancetral Donation for ED Trust Fund</td></tr></table>	1.	Res 2023-165 Pancetral Donation for ED Trust Fund
1.	Res 2023-165 Pancetral Donation for ED Trust Fund		



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

FROM: Tammy Anderson

DATE: December 20, 2023

RE: Accept Donation-Pancetral CGC Holdings LLC

Discussion

At the December 6, 2023, City Council meeting, Resolution 2023-161 accepting a donation in the amount of \$125,000 from Pancetral CGC Holdings LLC was accepted by Council. However, the amount of the donation is in the amount of \$150,000. This donation will be placed into the Economic Development Trust Fund.

Recommendation

Approve Resolution 2023-165, accepting a donation from Pancentral CGC Holdings LLC

Attachments

1.	Res 2023-165 Pancentral Donation for ED Trust Fund
----	--

**CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUITON 2023-165
RESOLUTION ACCEPTING A DONATION RECEIVED FROM PANCENTRAL
CGC HOLDINGS LLC (LSP COTTAGE GROVE) FOR THE ECONOMIC
DEVELOPMENT TRUST FUND**

WHEREAS, on November 30, 2023, Pancentral CGC Holdings LLC donated \$150,000 for the furtherance of economic development activities within the City; and

WHEREAS, the City Council of the City of Cottage Grove, has established an Economic Development Trust Fund.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, accepts the donation from Pancentral CGC Holdings LLC and designates that the funds be deposited into the Economic Development Trust Fund.

BE IT FURTHER RESOLVED, that Resolution 2023-161 be rescinded that accepted the donation at the meeting on December 6, 2023.

Passed this 20th day of December 2023.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



City Council Action Request

7.L.

Meeting Date 12/20/2023

Department Finance

Agenda Category Resolution

Title Funds Transfer

Staff Recommendation Approve Resolution 2023-166, authorizing the transfer of funds from the ED Trust Fund (286) to the EDA Fund (285)

Budget Implication \$212,500 from the ED Trust Fund

Attachments

1.	cc memo funds transfer EDA 12202023
2.	2023-166 Resoltuion ED Trust Fund to EDA



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

From: Brenda Malinowski, Finance Director

Date: December 20, 2023

Subject: Fund Transfer from ED Trust Fund to EDA Fund

Introduction/Discussion

The EDA approved the professional services agreement with Dowdle Studios, LLC at their meeting on December 12, 2023, for the creation of a painting that will tell the unique story and rich history of Cottage Grove. In addition, a transfer is completed each year from the ED Trust Fund to the EDA Fund to pay for economic development and marketing efforts in the City.

Action Requested

Adopt Resolution 2023-166, authorizing the transfer from the ED Trust Fund (286) to the EDA Fund (285).

**CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUITON 2023-166
RESOLUTION AUTHORIZING FUNDING TRANSFER FROM THE ED TRUST FUND
(286) TO THE EDA FUND (285)**

WHEREAS the Economic Development Authority approved a professional services agreement with Dowdle Studios LLC for a project to design and create a painting that will tell the unique story and rich history of Cottage Grove at their meeting on December 12, 2023; and

WHEREAS the project includes the ordering of puzzles created from the painting; and

WHEREAS the project will promote economic development and marketing/tourism impacts in the City; and

WHEREAS the ED Trust Fund has funds available for the project, and

WHERAS the ED Trust Fund is utilized to pay for economic and marketing efforts.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cottage Grove, Minnesota, that \$212,500 in funds be transferred from the ED Trust Fund (286) to the EDA Fund (285) effective December 20, 2023.

BE IT FURTHER RESOLVED that the 2023 budget be amended for this transfer in both funds.

Adopted by the City Council of the City of Cottage Grove on this 20th day of December 2023.

By _____
Myron Bailey, Mayor

ATTEST:

Tamara Anderson, City Clerk



City Council Action Request

7.M.

Meeting Date 12/20/2023

Department Parks, Recreation and Natural Resources Commission

Agenda Category Action Item

Title Service Agreement for Granada and West Draw Playground Installation

Staff Recommendation 1. Authorize purchase of Granada Park playground equipment for the amount of \$59,925. 2. Authorize purchase of West Draw playground equipment for the amount of \$53,832. 3. Authorize a service agreement with Michael Basich, Inc. for the installation of playground equipment at Granada and West Draw Parks for the amount of \$37,476.

Budget Implication Total costs of \$151,233 from park improvement fund.

Attachments

1.	1-Memo-Playground Service Agreements
2.	2-Granada Playground Equipment Quote
3.	3-Granada
4.	4-W Draw Playground
5.	5-West Draw
6.	6-Agreement for Contractor Services_Mike Basich
7.	7-Installation Quote
8.	Granada Second Quote
9.	West Draw Second Quote

To: Honorable Mayor and City Council
Jennifer Levitt, City Administrator
From: Zac Dockter, Parks and Recreation Director
CC:
Date: December 11, 2023
Subject: Granada and West Draw Park Playground Purchases

Introduction/Background

The 2024 capital improvements plan includes funding for replacement of the Granada and West Draw Park playground equipment. Both parks are classified as neighborhood parks and carry a budget of \$80,000 per playground replacement. All units are to include a dynamic playground, concrete border, wood fiber safety surfacing, a 6' park bench (on a concrete slab) and installation.

Four playground proposals were received from four different companies. All designs were put into an online survey to gauge community response on the proposals. Survey links were put on postcards and mailed directly to residents in the adjacent neighborhoods.

The Parks, Recreation and Natural Resources Commission reviewed all proposals along with survey data at their November 13, 2023 public meeting. Commissioners recommended acceptance of the proposal from St Croix Recreation, Inc (Burke Playgrounds) for Granada and West Draw Parks. The equipment will be purchased directly from St Croix Recreation with a purchase order from the City for a total cost of \$113,757. The proposed service agreement in this report is for the installation by St Croix Recreation's subcontractor, entitled Michael Basich, Inc, for a total cost of \$37,476. With product and installation, total project cost for the two parks will be \$151,233.

Staff Recommendation

1. Authorize purchase of Granada Park playground equipment for the amount of \$59,925.00.
2. Authorize purchase of West Draw Park playground equipment for the amount of \$53,832.00.
3. Authorize service agreement with Michael Basich, Inc. for the installation of playground equipment at Granada and West Draw Parks for a total cost of \$37,476.

St. Croix Recreation Fun Playgrounds INC.

1826 Tower Dr W
 Stillwater, MN 55082 US
 16514301247
 hannah@stcroixrec.com



Estimate

ESTIMATE # 6666**DATE** 10/10/2023**EXPIRATION DATE** 12/21/2023**ADDRESS**

City of Cottage Grove
 Accounts Payable
 12800 Ravine Parkway Sout
 Cottage Grove, MN 55016

SHIP TO

City of Cottage Grove
 Parks Dept
 Attn: Zac Dockter
 8635 W Point Douglas Rd
 Cottage Grove, MN 55016

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

SHIP VIA

TRUCKLOAD

SALES REP

MIKE BASICH

ACTIVITY	QTY	RATE	AMOUNT
BCI NU 3409 BURKE PLAY STRUCTURE NU 3409	1	34,047.00	34,047.00
BCI 560-0457 SWIFT TWIST SPINNER	1	1,435.00	1,435.00
BCI 560-2580 BURKE STAND ALONE CLIMBER VERVE III	1	2,789.00	2,789.00
BCI 560-2611 SPINETIC W/O SPEED LIMITER	1	5,773.00	5,773.00
BCI 550-0201 SINGLE BAY SINGLE POST 5" SWING W/BELT SEATS	1	1,482.00	1,482.00
BCI 550-0202 Single Post Swing Add-On 5" OD	1	1,234.00	1,234.00
BCI 550-0111 BELT SEAT, 8' SINGLE, STD CHAIN	2	117.00	234.00
BCI 550-0099 TOT SEAT, 7' & 8' SINGLE, STD CHAIN	1	211.00	211.00
BCI 550-0191 KONNECTION SWING SEAT	1	1,583.00	1,583.00
EWf - Blown-in Wood Fiber quote includes freight and material blown-in by hose/blower truck of quoted CY to the site listed on the estimate by a 300' hose. Quoted CY amount based on customer information provided. If you are unsure of the quantity of CY needed, please provide SQFT and depth. Desired depth should be appropriate for equipment safety standards. It is the customer's responsibility to ensure that the drop site is accessible by truck and that a 300' hose will reach all areas of the site. If additional length is needed, please alert us. Site work and restoration for pre/post project is not included.	180	46.00	8,280.00
RJT B94/CB-6SS/CB Oak Knoll Bench B94 - Portable - 6' Length - Steel Strap. Powder coat color: Black Frames/Black Seat	1	1,392.00	1,392.00T
APPLIED DISCOUNT ADDITIONAL MFG. DISCOUNT APPLIED	1	-1,435.00	-1,435.00
Freight Freight quotes currently only valid for 15 days.	1	2,900.00	2,900.00

By signing estimate or authorizing by email or PO, purchaser is agreeing to billing terms as listed on the estimate. Order to include model number(s), quantity and color(s) above including any supplemental documents provided and/or requested. Please verify all content for accuracy. **Those purchasing off of the MN State Contract are bound only by the terms and conditions listed in said contract**

ACTIVITY	QTY	RATE	AMOUNT
----------	-----	------	--------

GRANADA PARK ESTIMATE
 BID SUBMITTED:REVISED 11/30/23.

MATERIAL ITEMS AS QUOTED ARE GOOD FOR 30 DAYS. FREIGHT	SUBTOTAL	59,925.00
QUOTES ARE GOOD FOR 15 DUE TO FUEL UNCERTAINTIES.	TAX (0%)	0.00
SALES TAX SUBJECT TO CHANGE. ADD IF NOT TAX EXEMPT OR	TOTAL	\$59,925.00
SUPPLY EXEMPTION CERTIFICATE IF NOT ON FILE.		

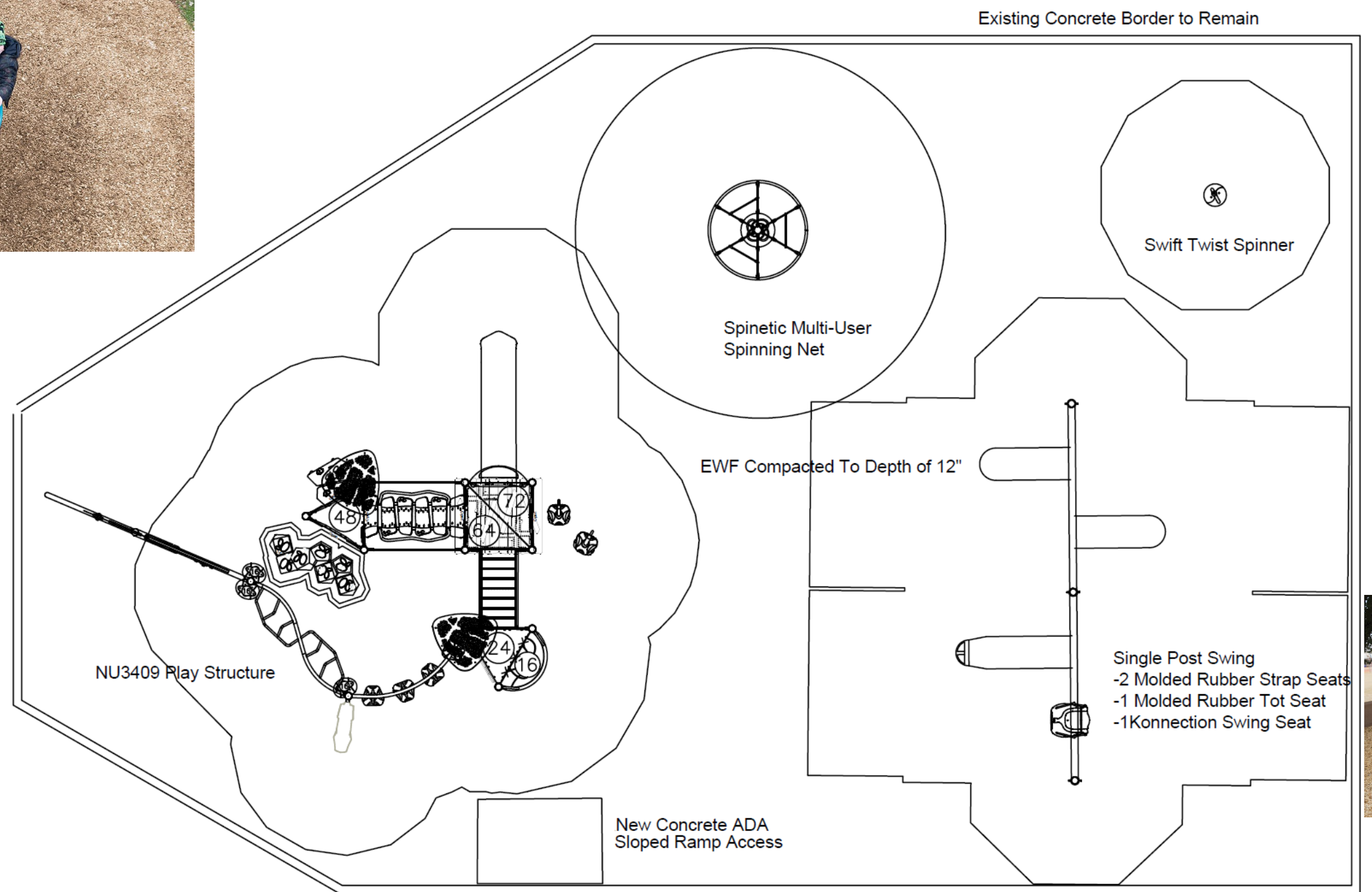
PAYMENT TERMS ARE NET 30 DAYS UNLESS OTHERWISE NOTED.
 FAILURE TO PAY IN A TIMELY MANNER WILL BE SUBJECT TO
 INTEREST AT A RATE OF 1.5%/MONTH OR 18% ANNUALLY.

*LEAD TIMES AND SHIPPING DATES ARE BASED ON CURRENT
 INVENTORY. PLEASE BE PATIENT AS OUR VENDORS NAVIGATE
 SUPPLY CHAINS & NATIONAL SHORTAGES.

**FOR BIDDING CONTRACTORS & SUPPLIERS: ST CROIX
 RECREATION IS NOT LIABLE FOR INTERPRETATION OF PROJECT
 BIDS, DRAWINGS OR ADDENDA. IT IS THE CUSTOMER’S
 RESPONSIBILITY TO VERIFY ACCURACY OF MODEL NUMBER(S),
 DESCRIPTION(S), QUANTITY AND COLOR(S) DIRECTLY WITH END
 USER

Accepted By

Accepted Date

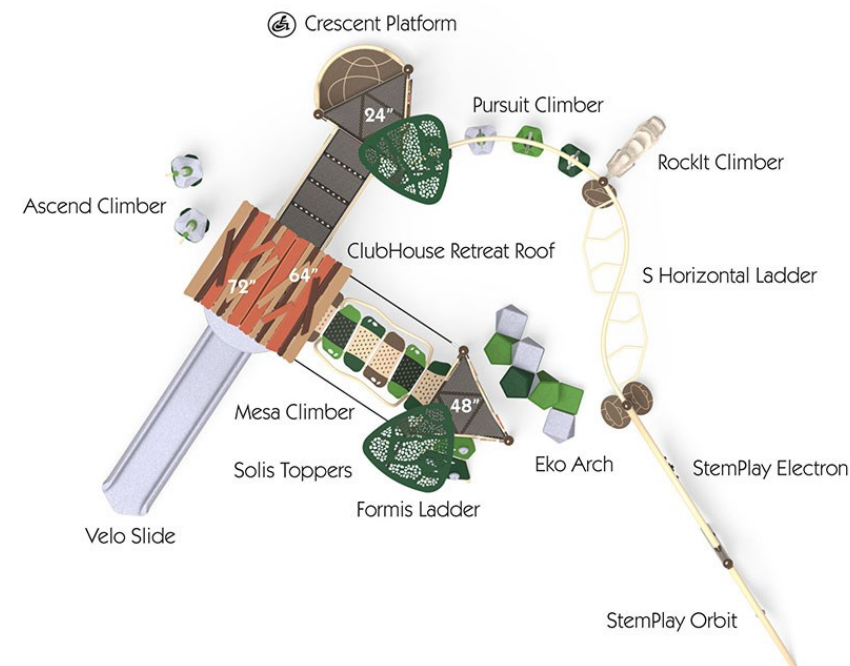


SCALE IN FEET
0 5 10

New 4'x10' Bench Slab
6' Powder Coated Steel
Bench w/Back

Proposed Asphalt Pathway (NIC)

Granada Park City of Cottage Grove



St. Croix Recreation Fun Playgrounds INC.

1826 Tower Dr W
Stillwater, MN 55082 US
16514301247
hannah@stcroixrec.com



Estimate

ESTIMATE # 6667**DATE** 10/10/2023**EXPIRATION DATE** 12/21/2023**ADDRESS**

City of Cottage Grove
Accounts Payable
12800 Ravine Parkway Sout
Cottage Grove, MN 55016

SHIP TO

City of Cottage Grove
Parks Dept
Attn: Zac Dockter
8635 W Point Douglas Rd
Cottage Grove, MN 55016

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

SHIP VIA

TRUCKLOAD

SALES REP

MIKE BASICH

ACTIVITY	QTY	RATE	AMOUNT
BCI NUIN3408 CUSTOM BURKE PLAY STRUCTURE W/SHADE MODIFCIATION ADDED	1	63,502.00	63,502.00
BCI Swings 2 STRAP SEATS, 1 TOT, 1 ADA FREEDOM SEAT	1	4,985.00	4,985.00
BCI 560-0457 SWIFT TWIST SPINNER	1	1,425.00	1,425.00
BCI 560-2589 COMET II	1	2,220.00	2,220.00
CONCRETE SIDEWALK, WALKS AND BORDERS	240	38.00	9,120.00
MISC. 6' BENCH SM METAL POWDER COATED	1	1,420.00	1,420.00
Freight Freight quotes currently only valid for 15 days.	1	800.00	800.00
ENGINEERED WOOD FIBER ENGINEERED WOOD FIBER 12" COMPACTED DEPTH	160	46.00	7,360.00
APPLIED DISCOUNT ADDITIONAL MFG. DISCOUNT APPLIED	1	-37,000.00	-37,000.00
WEST DRAW PARK REVISED 11/30/23			

MATERIAL ITEMS AS QUOTED ARE GOOD FOR 30 DAYS. FREIGHT
QUOTES ARE GOOD FOR 15 DUE TO FUEL UNCERTAINTIES.
SALES TAX SUBJECT TO CHANGE. ADD IF NOT TAX EXEMPT OR
SUPPLY EXEMPTION CERTIFICATE IF NOT ON FILE.
PAYMENT TERMS ARE NET 30 DAYS UNLESS OTHERWISE NOTED.
FAILURE TO PAY IN A TIMELY MANNER WILL BE SUBJECT TO
INTEREST AT A RATE OF 1.5%/MONTH OR 18% ANNUALLY.

TOTAL**\$53,832.00**

*LEAD TIMES AND SHIPPING DATES ARE BASED ON CURRENT
INVENTORY. PLEASE BE PATIENT AS OUR VENDORS NAVIGATE

By signing estimate or authorizing by email or PO, purchaser is agreeing to billing terms as listed on the estimate. Order to include model number(s), quantity and color(s) above including any supplemental documents provided and/or requested. Please verify all content for accuracy. **Those purchasing off of the MN State Contract are bound only by the terms and conditions listed in said contract**

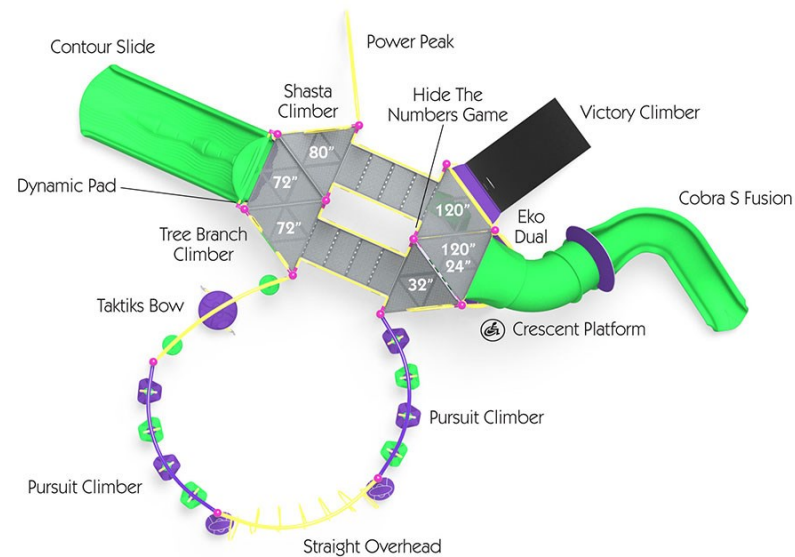
SUPPLY CHAINS & NATIONAL SHORTAGES.

**FOR BIDDING CONTRACTORS & SUPPLIERS: ST CROIX
RECREATION IS NOT LIABLE FOR INTERPRETATION OF PROJECT
BIDS, DRAWINGS OR ADDENDA. IT IS THE CUSTOMER'S
RESPONSIBILITY TO VERIFY ACCURACY OF MODEL NUMBER(S),
DESCRIPTION(S), QUANTITY AND COLOR(S) DIRECTLY WITH END
USER

Accepted By

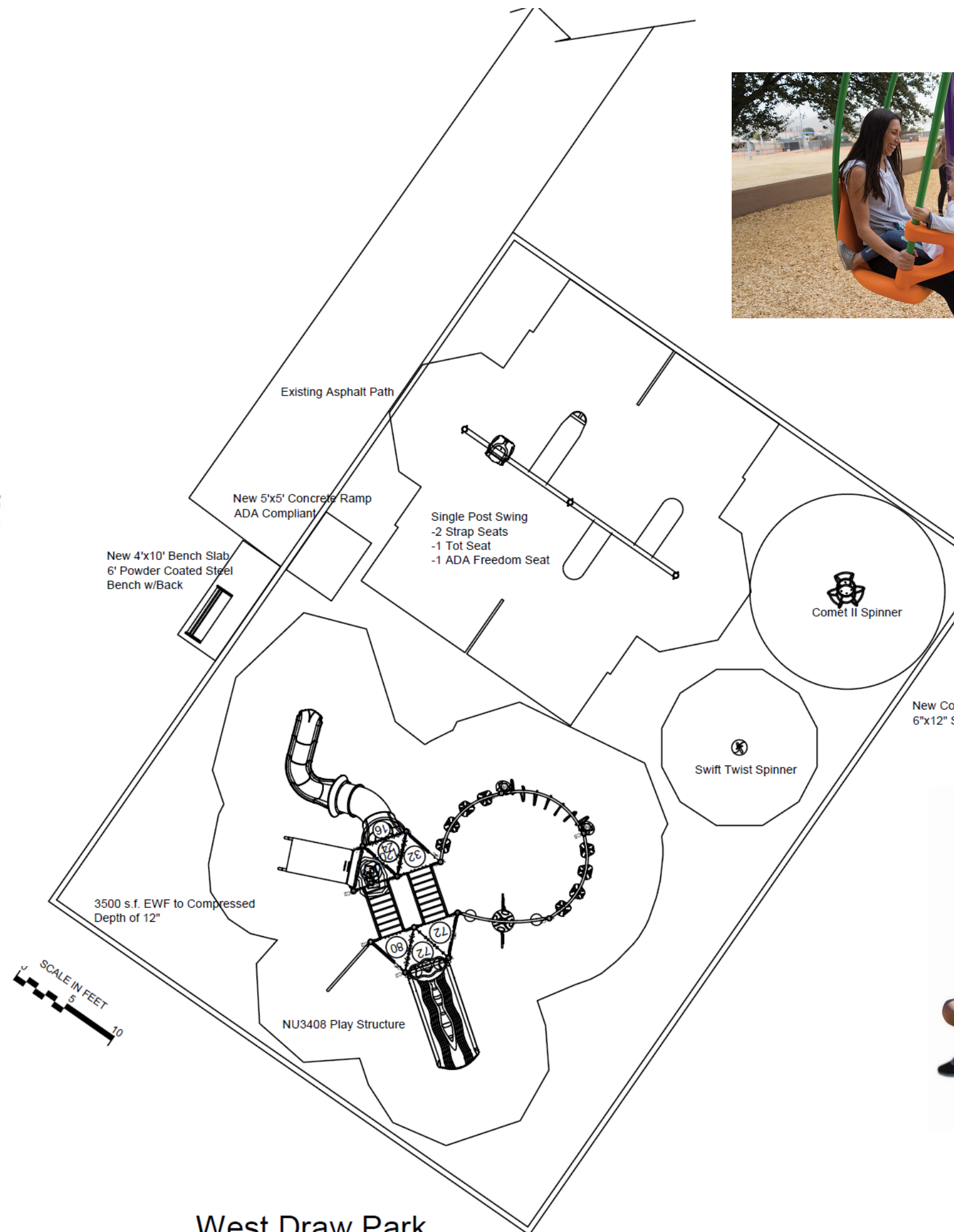
Accepted Date

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New Concrete Curb
6"x12" Stand-up Flush w/Surrounding Turf



AGREEMENT FOR SERVICES

THIS AGREEMENT ("Agreement") is made and executed this ____ day of _____, 2023, by and between the City of Cottage Grove, 12800 Ravine Parkway, Cottage Grove, Minnesota 55016, ("City") and Michael Basich, Inc, 1761 3rd Street, White Bear Lake, Minnesota 55042 ("Contractor").

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

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

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

1. SERVICES.

- a. City agrees to engage Contractor as an independent contractor for the purpose of performing certain Services ("Services"), as defined in the following documents:
 - i. A proposal dated November 30, 2023, incorporated herein as Exhibit 1;
 - ii. Where the terms and conditions of this Agreement and those terms and conditions included in Exhibit 1 specifically conflict, the terms of this Agreement shall apply;
 - iii. The City desires to proceed with work outlined in Exhibit 1 with a total cost of \$37,476.
- b. Contractor covenants and agrees to provide Services to the satisfaction of the City in a timely fashion, as set forth in Exhibit 1, subject to Section 8 of this Agreement.
- c. Contractor agrees to comply with all federal, state, and local laws and ordinances applicable to the Services to be performed under this Agreement, including all safety standards. The Contractor shall be solely and completely responsible for conditions of the job site, including the safety of all persons and property during the performance of the Services. The Contractor represents and warrants that it has the requisite training, skills, and experience necessary to provide the Services and is appropriately licensed and has obtained all permits from all applicable agencies and governmental entities.

2. PAYMENT.

- a. City agrees to pay the Contractor and the Contractor agrees to receive and accept payment for Services as set forth in Exhibit 1.

- b. Any changes in the scope of the work of the Services that may result in an increase to the compensation due the Contractor shall require prior written approval by the authorized representative of the City or by the City Council. The City will not pay additional compensation for Services that do not have prior written authorization.
 - c. Contractor shall submit itemized bills for Services provided to City. City shall not make any payments due to the Contractor under this Agreement until after the Contractor has completed to the satisfaction of the City at the location specified in Exhibit 1. Bills submitted shall be paid in the same manner as other claims made to City.
 - d. Prior to payment, the Contractor will submit evidence that all payrolls, material bills, subcontractors and other indebtedness connected with the Services have been paid as required by the City.
3. TERM. The term of this Agreement shall commence on the date written in the initial paragraph of this Agreement and shall continue until the Services described in Exhibit 1 are completed to the satisfaction of the City. This Agreement may be extended upon the written mutual consent of the parties for such additional periods as they deem appropriate, and upon the same terms and conditions as herein stated.
4. TERMINATION AND REMEDIES.
- a. Termination for Convenience. This Agreement may be terminated by either party upon thirty (30) days' written notice delivered to the other party at the addresses listed in Section 14 of this Agreement. Upon termination under this provision, if there is no default by the Contractor, Contractor shall be paid for Services rendered and reimbursable expenses through the effective date of termination.
 - b. Termination Due to Default. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure that is acceptable to the other party.
 - c. Remedies. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Agreement by the Contractor. The City may, in such event,
 - i. Withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City is determined.

- ii. Perform the Services, in which case, the Contractor shall within 30 days after written billing by the City, reimburse the City for any costs and expenses incurred by the City.

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

- d. Upon termination of this Agreement, the Contractor shall furnish to the City copies or duplicate originals of all documents or memoranda prepared for the City not previously furnished.
5. SUBCONTRACTORS. Contractor shall not enter into subcontracts for any of the Services provided for in this Agreement without the express written consent of the City, unless specifically provided for in Exhibit 1. The Contractor shall pay any subcontractor involved in the performance of this Agreement within the ten (10) days of the Contractor's receipt of payment by the City for undisputed services provided by the subcontractor.
6. STANDARD OF CARE. In performing its Services, Contractor will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the Services are provided.
7. INSPECTION OF WORK. All materials and workmanship will be subject to inspection, examination, and testing by the City, who will have the right to reject defective material and workmanship or require its correction.
8. DELAY IN PERFORMANCE. Neither City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Contractor under this Agreement. If such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Contractor will be entitled to payment for its reasonable additional charges, if any, due to the delay.
9. CITY'S REPRESENTATIVE. The City has designated Zac Dockter to act as the City's representative with respect to the Services to be performed under this Agreement. He shall have complete authority to transmit instructions, receive information, interpret, and

define the City's policy and decisions with respect to the Services covered by this Agreement.

10. PROJECT MANAGER AND STAFFING. The Contractor has designated Michael Basich to be the primary contact for the City in the performance of the Services. He shall be assisted by other staff members as necessary to facilitate the completion of the Services in accordance with the terms established herein. Contractor may not remove or replace the designated staff without the approval of the City.

11. INDEMNIFICATION.

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

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

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

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

13. WARRANTIES. Contractor warrants and guarantees that title to all work, materials, and equipment covered by any invoice, will pass to City no later than the completion date when all Services under this Agreement have been performed by Contractor. Contractor warrants that all work will be free from defects and that all materials will be new and of

first quality. If within one (1) year after final payment any work or material is found to be defective, Contractor shall promptly, without cost to the City, correct such defect.

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

If to City: City of Cottage Grove
12800 Ravine Parkway
Cottage Grove, MN 55016
Attention: Zac Dockter

If to Contractor: Michael Basich, Inc.
1761 3rd Street
White Bear Lake, MN 55110
Attention: Mike Basich

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

16. RESPONSIBLE CONTRACTOR.

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

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

17. GENERAL PROVISIONS.

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

[The remainder of this page is intentionally left blank]

CITY OF COTTAGE GROVE

By: _____
Myron A. Bailey, Mayor

By: _____
Tamara Anderson, City Clerk

Date: _____

MICHAEL BASICH, INC

Signature: _____

Date: _____

Name: _____

Its: _____

Exhibit 1

Michael Basich, Inc.
1761 Third Street
White Bear Lake, MN 55110

ESTIMATE

To: CITY OF COTTAGE GROVE

Attn: ZAC DOCKTER

Project: GRANADA AND WEST DRAW PARKS

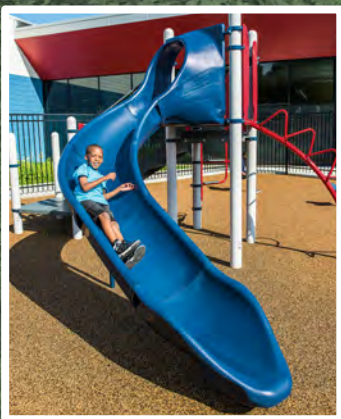
Date: 11/30/23

Estimate #113023-1

	<u>DESCRIPTION</u>	<u>AMOUNT</u>
1	Granada Park installation of play equipment; equipment supplied by City, to include excavation of footing holes, erecting posts and play apparatus, pouring footings, grading and finishing. Swings, independent play activities and site amenities included.	\$ 12,000.00
1	Misc. concrete curb extensions as required by modified designs. New curb to match existing curb design.	\$2,356.00
1	West Draw Park installation of play equipment; equipment supplied by City, to include excavation of footing holes, erecting posts and play apparatus, pouring footings, grading and finishing. Swings, independent play activities and site amenities included.	\$13,000.00
1	New concrete curb as required by design to include 240 l.f. stand up curb (6"x12") and slab required for bench placement	<u>\$ 10,120.00</u>
TOTAL ESTIMATE FOR COMBINED PARK PROJECTS:		\$ 37,476.00

Additional Notes:

1. All playground equipment to be installed to manufacturer's specifications to uphold warranty.
2. All concrete work will be installed in compliance with concrete manufacturer's specifications and requirements for proper materials and curing.
3. One concrete ADA accessible ramp to be included at each playground.
4. Perimeter of playground will be restored utilizing existing soil on site. The site will be left flat, maintainable and ready for seed. City is responsible for delivery and cost of any additional or change out of soils if requested. Final seeding is responsibility of City.
5. Work area limits are 50 feet within existing playground.
6. City responsible to remove existing structure and remove soils to 12" below final grade.
7. Contractor responsible for grading to assure proper drainage. No drain tile is required as a part of this agreement.
8. City is not responsible for security for theft of product/tools. Any site security measures will be approved by City prior to implementation.



SLIDEWINDER



CANYON CLIMBER



SNAKE CLIMBER



TRACING PANEL



SWINGS



CURVA SPINNER



STORE PANEL



MATCH 4 PANEL



POD CLIMBER



LOGO CLIMBER



WIGGLE LADDER



DOUBLE SWIRL SLIDE







landscape
structures®

Granada Park

CG_GranadaPark 092823 • 10.4.2023

flagship
recreation

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- MAXIMUM OF 1% GRADE CHANGE ACROSS CONTAINER
- DRAIN TILE STUB TO BE PROVIDED IF DRAIN TILE IS REQUIRED
- NO DRAINAGE AGGREGATE PRE-INSTALLED
- NO FABRIC PRE-INSTALLED
- MINIMUM CONTAINER SIZE NEEDED DENOTES THE INSIDE OF CURB DIMENSION

CONTAINER DETAILS	
TOTAL CONTAINER AREA	3518 SF
ASTM SAFETY SURFACING TYPE	ENGINEERED WOOD FIBER
TOTAL EWF AREA	3468 SF
TOTAL PERIMETER	240 LF
EDGING TYPE	EXISTING 6"X12" CONCRETE CURB
FINISH GRADE	TOP OF CURB



FLAGSHIP RECREATION
11123 UPPER 33RD ST N
LAKE ELMO, MN 55082
763-550-7860
FLAGSHIPPLAY.COM
@FLAGSHIPPLAY



THIS PLAY AREA & PLAY EQUIPMENT IS
DESIGNED FOR AGE RANGES AS NOTED
ON PLAN.

GRANADA PARK PLAYGROUND

8371 Granada Avenue S
Cottage Grove, MN

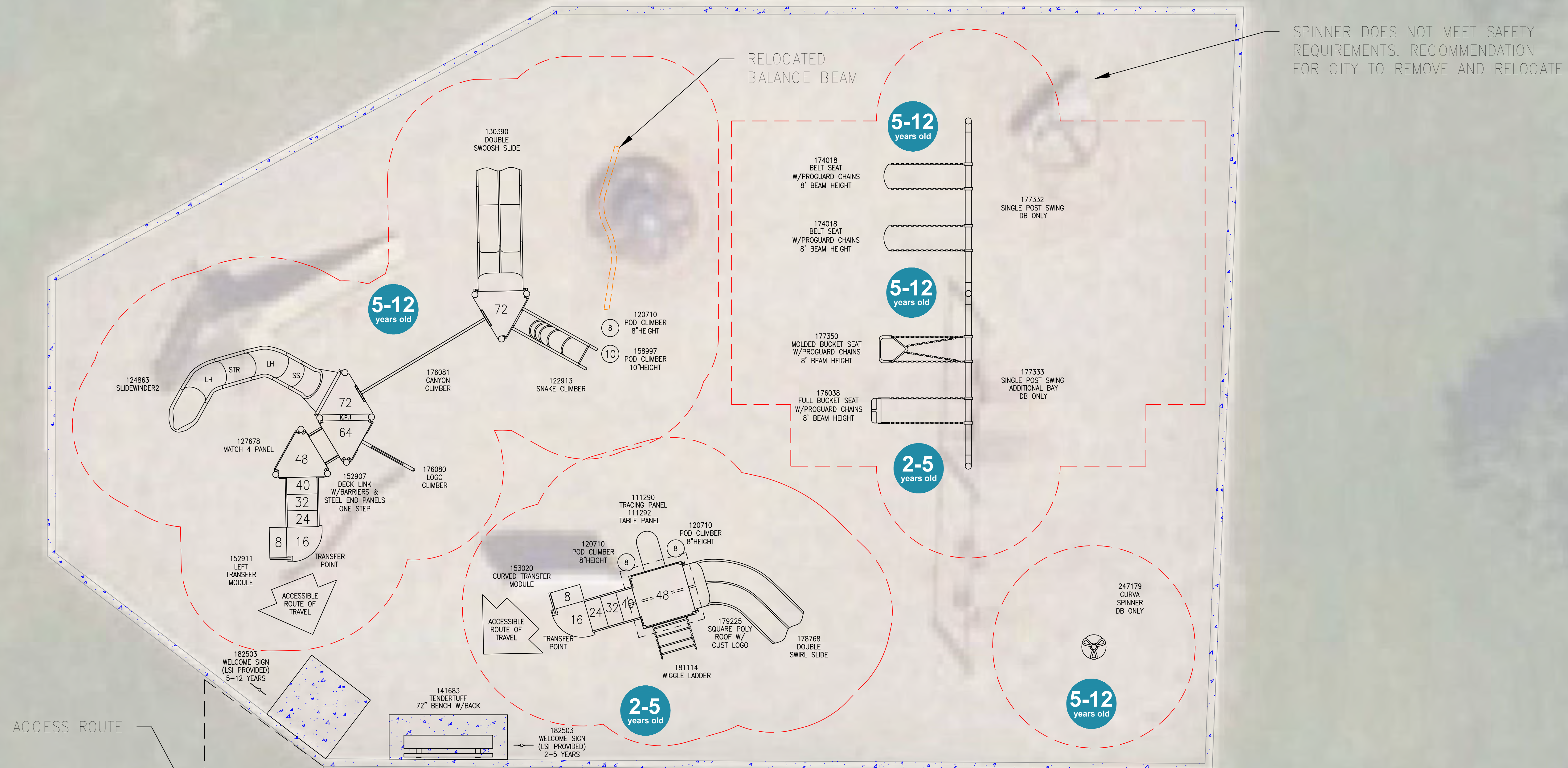
SALES
REPRESENTATIVE:
EMILY MALONEY

DESIGNED BY:
AO
10/2/23

1/4" = 1'-0"

SHEET

LS101

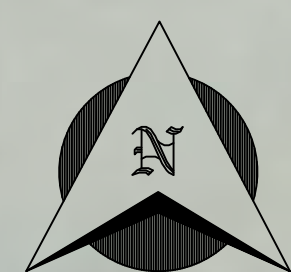


2-5 AREA

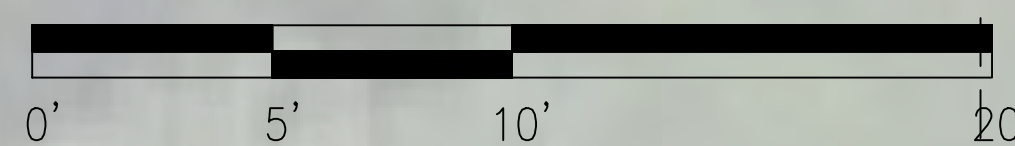
TOTAL ELEVATED PLAY COMPONENTS	3		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	3	REQUIRED	2
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	4	REQUIRED	1
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	3	REQUIRED	3

5-12 AREA

TOTAL ELEVATED PLAY COMPONENTS	6		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	<u>REQUIRED</u>	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	3	<u>REQUIRED</u>	3
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	6	<u>REQUIRED</u>	2
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	3	<u>REQUIRED</u>	3



SCALE IN FEET:



C:\Users\Alexandra\OneDrive\Documents\2024 Planning\Emily\IGH - Heritage Village\Design\2023.09.26 Updated Design with
Automated Building\CG - Granada Park_092823.dwg



City of Cottage Grove
8635 W Point Douglas Rd
Cottage Grove, MN 55016
Zac Dockter, Parks & Recreation Director

PRELIMINARY BUDGET - THIS IS AN ESTIMATE & NOT A FORMAL QUOTE

	Preliminary Budget	Possible Additions	Possible Reductions	QTY	Notes
Play Equipment					
Granada Park Playground, EM706	52,605.00				2024 List Price of Equipment
--	(3,156.30)			6%	MDF DISCOUNT
Sales Tax - if applicable	0.00				ST3 Certificate of Exemption must be provided by owner.
Delivery of Play equipment	750.00				Estimated / Final quote will be provided upon final design.
Mobilization	750.00				
Dumpster(s) - 30 Yard	750.00				Disposal of packaging material
Site work					
Demo/Disposal of Equipment & Excavation (existing container)	0.00			0	BY OWNER - CITY RESPONSIBLE TO REMOVE EXISTING EQUIPMENT (SALVAGE MAYPOLE AT ANOTHER SITE & LEAVE BALANCE BEAM ONSITE FOR REINSTALL) AND REMOVE SOILS TO 12" BELOW FINAL GRADE AT NEW CONTAINER LOCATION
Border Options					
Concrete Border Straight (LF)	0.00			0	EXISTING CONCRETE CURB TO REMAIN IN PLACE AND BE REUSED
Equipment Installation (Labor & Concrete for Footings)	10,756.25			21.75%	Full professional installation by Landscape Structures Certified Installers. Standard labor rate unless otherwise noted
Concrete Flatwork					
Concrete Flatwork (Sq. Ft.)	647.44			50	4" thick concrete ADA accessible ramp and sidewalk
Subgrade Prep & Engineered Wood Fiber Surfacing (EWF)					
EWF - Playground Safety Surfacing (CY)	6,683.00			150	IPEMA Certified Playground Surfacing - Meets the standards of ASTM, ADA & CPSC
Site Restoration (Sq.Ft.)	168.34			598	Disturbed areas to be restore to maintainable grade with black dirt and seed
	Budget Total	Total Additions	Total Reductions		Total w/ Additions & Reductions
	69,953.72	0.00	0.00		69,953.72



Granada Park Playground 8371 Granada Ave S Cottage Grove, MN 55016	Landscape Structures, Inc. 601 7th St. S Delano, MN 55328
--	---

City of Cottage Grove 8635 W Point Douglas Rd Cottage Grove, MN 55016	Landscape Structures, Inc. SDS 12-0395 PO Box 86 Minneapolis, MN 55486-0395
---	---

[illegible]Page 1 of 2

Terms & Conditions

Contract: Seller's Copy of signed quote represents the contract between Seller and Buyer. This form supersedes all previous communications and negotiations and constitutes the entire agreement between the parties. Any changes to this contract are not binding unless jointly agreed in writing via Change Order.

Project Scope (This Section For Quotes Including Installation)

Inclusions:

- One Mobilization
- Accepting & Unloading of Order Prior to Installation
- Unpacking of Play Equipment
- Assembly of Play Equipment
- Placing, Digging or Surface Mounting Equipment (as specified)
- Concrete for Play Equipment Footings
- Standard Insurance Offer (Detail Provided Upon Request)
- Standard Warranty Offer (Detail Provided Upon Request)
- Standard Wage Rates

Exclusions (Unless Specifically Quoted):

- Storage or Security of Equipment
- Private Utility Locates (irrigation, low voltage, lighting, etc.)
- Additional Labor Due to Site Access. Require 8' Wide Clearance from Staging Area to Play Space.
- Additional Labor and/or Related Costs Due to Subsurface Conditions (Rock, Hardpan, Heavy Clay, Ground Water, etc.)
- Additional Labor and/or Related Costs Due to Working in Unstable Soils (Sand, Pea Rock, Mud, Poor Site Drainage, etc.)
- Offsite Removal of Spoils From Footing Holes or Other Excavation. Can be stockpiled for owner removal or left in play space
- Disposal of Packing Material. Can be Stockpiled for Owner Removal or Deposited in Owners Onsite Dumpster
- Removal of Existing Play Equipment, Border or Safety Surfacing Material
- Site Work of Any Kind. Exclusions include, site grading (owner to provide max slope of 1%), site restoration, drainage, etc.
- Border for Play Space
- Bonding of Any Type
- Permits of Any Kind

Acceptance of Quotation:

Accepted By (Print)	Zac Dockter, Parks & Recreation Director	PO#:	
Signature:		Email:	zdockter@cottagegrovemn.gov
Title:		Phone:	
Date:		Purchase Amount:	\$50,198.70





Please Make PO's & Contracts Out To:

Bill To:	Please Remit Payment To:
City of Cottage Grove 8635 W Point Douglas Rd Cottage Grove, MN 55016	Flagship Recreation 11123 Upper 33rd St. N Lake Elmo, MN 55042

[illegible]

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- Bonding of Any Type
- Permits of Any Kind

Acceptance of Quotation:

Accepted By (Print)	Zac Dockter, Parks & Recreation Director	PO#:	
Signature:		Email:	zdockter@cottagegrovemn.gov
Title:		Phone:	
Date:		Purchase Amount:	\$19,755.02

EQUIPMENT COLOR SIGN OFF

Granada Park Playground

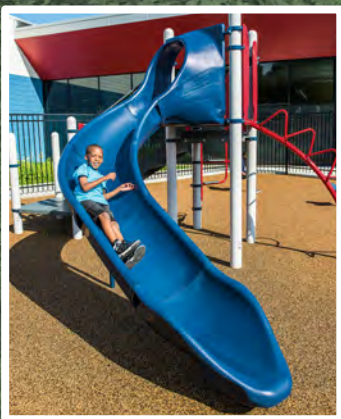


Please sign below if you approve of the colors represented in the photo above.

Colors
As Shown

Customer Signature: _____

Date: _____



SLIDEWINDER



CANYON CLIMBER



SNAKE CLIMBER



TRACING PANEL



SWINGS



CURVA SPINNER



STORE PANEL



MATCH 4 PANEL



POD CLIMBER



LOGO CLIMBER



WIGGLE LADDER



DOUBLE SWIRL SLIDE







Granada Park

CG_GranadaPark 092823 • 10.4.2023



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C:\Users\Alexandra\OneDrive\Flagship Recreation - Documents\2024 Planning\Emily\G04 - Heritage Village Design\2022.09.18 Updated Design with custom.dwg building\CCG_GranadaPark_052822.dwg

****SITE PREPARATION REQUIREMENTS:**

- MAXIMUM OF 1% GRADE CHANGE ACROSS CONTAINER
- DRAIN TILE STUB TO BE PROVIDED IF DRAIN TILE IS REQUIRED
- NO DRAINAGE AGGREGATE PRE-INSTALLED
- NO FABRIC PRE-INSTALLED
- MINIMUM CONTAINER SIZE NEEDED DENOTES THE INSIDE OF CURB DIMENSION

CONTAINER DETAILS

TOTAL CONTAINER AREA	3518 SF
ASTM SAFETY SURFACING TYPE	ENGINEERED WOOD FIBER
TOTAL EWF AREA	3468 SF
TOTAL PERIMETER	240 LF
EDGING TYPE	EXISTING 6"X12" CONCRETE CURB
FINISH GRADE	TOP OF CURB



FLAGSHIP RECREATION
11123 UPPER 33RD ST N
LAKE ELMO, MN 55082
763-550-7860
FLAGSHIPPLAY.COM
@FLAGSHIPPLAY



THIS PLAY AREA & PLAY EQUIPMENT IS
DESIGNED FOR AGE RANGES AS NOTED
ON PLAN.

**GRANADA PARK
PLAYGROUND**

8371 Granada Avenue S
Cottage Grove, MN

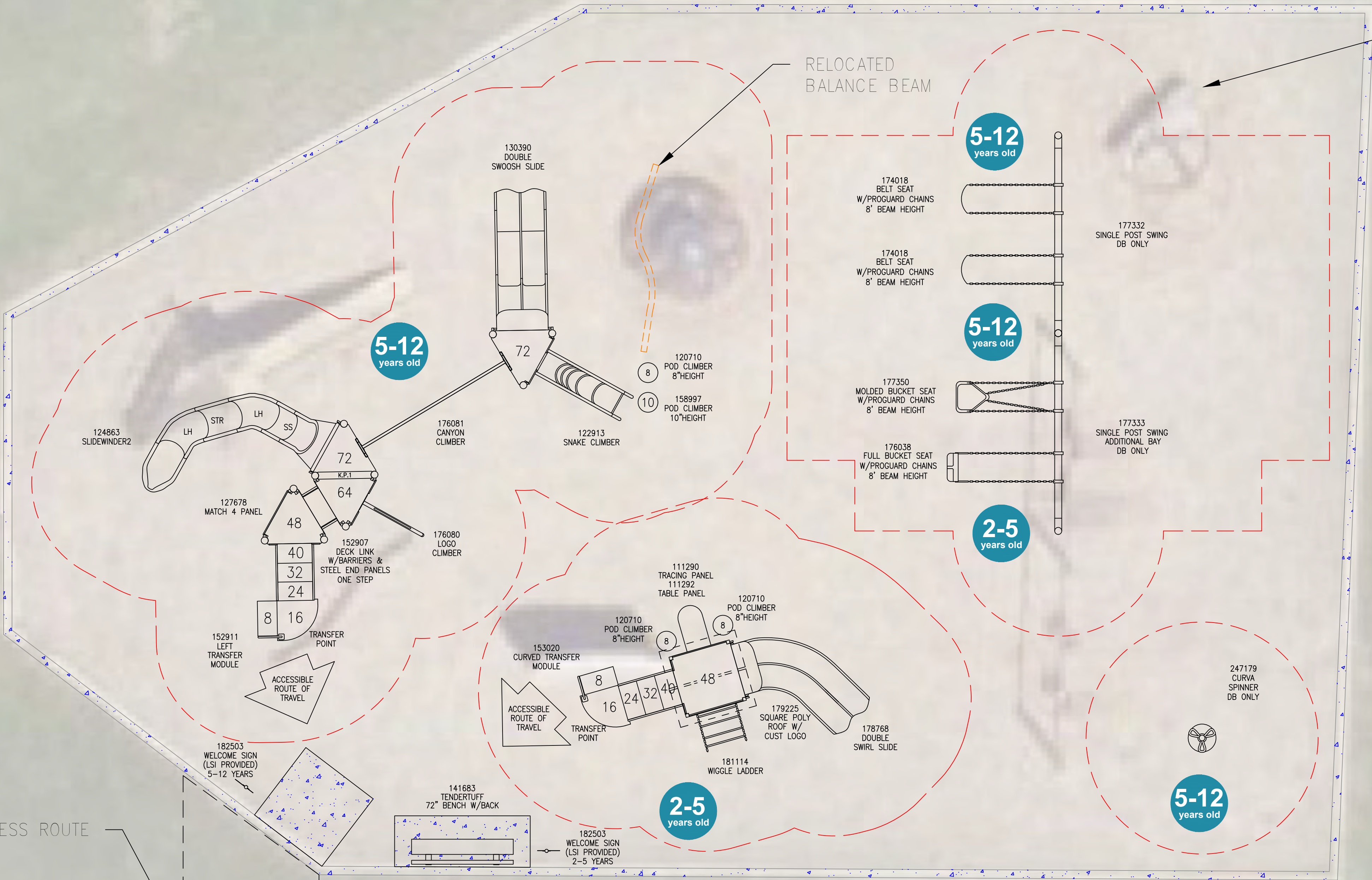
**SALES
REPRESENTATIVE:
EMILY MALONEY**

**DESIGNED BY:
AO
10/2/23**

1/4" = 1'-0"

SHEET

LS101



SPINNER DOES NOT MEET SAFETY
REQUIREMENTS. RECOMMENDATION
FOR CITY TO REMOVE AND RELOCATE

2-5 AREA

TOTAL ELEVATED PLAY COMPONENTS	3	
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED 0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	3	REQUIRED 2
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	4	REQUIRED 1
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	3	REQUIRED 3

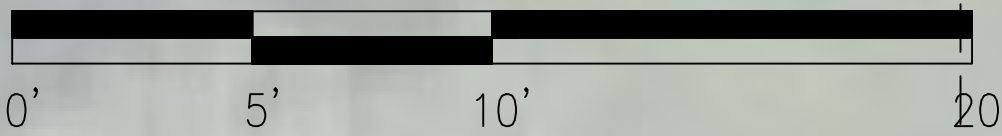
5-12 AREA

TOTAL ELEVATED PLAY COMPONENTS	6	
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED 0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	3	REQUIRED 3
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	6	REQUIRED 2
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	3	REQUIRED 3

STAGING AREA



SCALE IN FEET:





City of Cottage Grove
8635 W Point Douglas Rd
Cottage Grove, MN 55016
Zac Dockter, Parks & Recreation Director

PRELIMINARY BUDGET - THIS IS AN ESTIMATE & NOT A FORMAL QUOTE

	Preliminary Budget	Possible Additions	Possible Reductions	QTY	Notes
Play Equipment					
Granada Park Playground, EM706	52,605.00				2024 List Price of Equipment
--	(3,156.30)			6%	MDF DISCOUNT
Sales Tax - if applicable	0.00				ST3 Certificate of Exemption must be provided by owner.
Delivery of Play equipment	750.00				Estimated / Final quote will be provided upon final design.
Mobilization	750.00				
Dumpster(s) - 30 Yard	750.00				Disposal of packaging material
Site work					
Demo/Disposal of Equipment & Excavation (existing container)	0.00			0	BY OWNER - CITY RESPONSIBLE TO REMOVE EXISTING EQUIPMENT (SALVAGE MAYPOLE AT ANOTHER SITE & LEAVE BALANCE BEAM ONSITE FOR REINSTALL) AND REMOVE SOILS TO 12" BELOW FINAL GRADE AT NEW CONTAINER LOCATION
Border Options					
Concrete Border Straight (LF)	0.00			0	EXISTING CONCRETE CURB TO REMAIN IN PLACE AND BE REUSED
Equipment Installation (Labor & Concrete for Footings)	10,756.25			21.75%	Full professional installation by Landscape Structures Certified Installers. Standard labor rate unless otherwise noted
Concrete Flatwork					
Concrete Flatwork (Sq. Ft.)	647.44			50	4" thick concrete ADA accessible ramp and sidewalk
Subgrade Prep & Engineered Wood Fiber Surfacing (EWF)					
EWF - Playground Safety Surfacing (CY)	6,683.00			150	IPEMA Certified Playground Surfacing - Meets the standards of ASTM, ADA & CPSC
Site Restoration (Sq.Ft.)	168.34			598	Disturbed areas to be restore to maintainable grade with black dirt and seed
Budget Total	69,953.72	Total Additions	Total Reductions		Total w/ Additions & Reductions
		0.00	0.00		69,953.72



Ship To: _____

Please Make PO's & Contracts Out To:

Granada Park Playground 8371 Granada Ave S Cottage Grove, MN 55016	Landscape Structures, Inc. 601 7th St. S Delano, MN 55328
--	---

Bill To:

Please Remit Payment To:

City of Cottage Grove 8635 W Point Douglas Rd Cottage Grove, MN 55016	Landscape Structures, Inc. SDS 12-0395 PO Box 86 Minneapolis, MN 55486-0395
---	---

We are pleased to submit this proposal to supply the following products/services:

[illegible]

Quotes from Landscape Structures, inc. are subject to current Landscape Structures, Inc. policies as well as [Terms & Conditions, Inclusions & Exclusions](#) outlined below unless noted otherwise on this quote. Changes are subject to price adjustment. Sales tax, if applicable, will be applied unless a tax-exempt certificate is provided at the time of order entry. Customer deposits, if required, must be received before orders will be entered & installation scheduled. Purchases in excess of \$1,000.00 must be supported by a formal Purchase Order made out to Landscape Structures, Inc.

***Terms: Net 30 days; 1.5% finance charge on balances over 30 days**

Terms & Conditions

Contract: Seller's Copy of signed quote represents the contract between Seller and Buyer. This form supersedes all previous communications and negotiations and constitutes the entire agreement between the parties. Any changes to this contract are not binding unless jointly agreed in writing via Change Order.

Project Scope (This Section For Quotes Including Installation)

Inclusions:

- One Mobilization
- Accepting & Unloading of Order Prior to Installation
- Unpacking of Play Equipment
- Assembly of Play Equipment
- Placing, Digging or Surface Mounting Equipment (as specified)
- Concrete for Play Equipment Footings
- Standard Insurance Offer (Detail Provided Upon Request)
- Standard Warranty Offer (Detail Provided Upon Request)
- Standard Wage Rates

Exclusions (Unless Specifically Quoted):

- Storage or Security of Equipment
- Private Utility Locates (irrigation, low voltage, lighting, etc.)
- Additional Labor Due to Site Access. Require 8' Wide Clearance from Staging Area to Play Space.
- Additional Labor and/or Related Costs Due to Subsurface Conditions (Rock, Hardpan, Heavy Clay, Ground Water, etc.)
- Additional Labor and/or Related Costs Due to Working in Unstable Soils (Sand, Pea Rock, Mud, Poor Site Drainage, etc.)
- Offsite Removal of Spoils From Footing Holes or Other Excavation. Can be stockpiled for owner removal or left in play space
- Disposal of Packing Material. Can be Stockpiled for Owner Removal or Deposited in Owners Onsite Dumpster
- Removal of Existing Play Equipment, Border or Safety Surfacing Material
- Site Work of Any Kind. Exclusions include, site grading (owner to provide max slope of 1%), site restoration, drainage, etc.
- Border for Play Space
- Bonding of Any Type
- Permits of Any Kind

Acceptance of Quotation:

Accepted By (Print)	Zac Dockter, Parks & Recreation Director	PO#:	
Signature:		Email:	zdockter@cottagegrovemn.gov
Title:		Phone:	
Date:		Purchase Amount:	\$50,198.70



Terms & Conditions

Contract: Seller's Copy of signed quote represents the contract between Seller and Buyer. This form supersedes all previous communications and negotiations and constitutes the entire agreement between the parties. Any changes to this contract are not binding unless jointly agreed in writing via Change Order.

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- Border for Play Space
- Bonding of Any Type
- Permits of Any Kind

Acceptance of Quotation:

Accepted By (Print)	Zac Dockter, Parks & Recreation Director	PO#:	
Signature:		Email:	zdockter@cottagegrovemn.gov
Title:		Phone:	
Date:		Purchase Amount:	\$19,755.02

EQUIPMENT COLOR SIGN OFF

Granada Park Playground



Please sign below if you approve of the colors represented in the photo above.

Colors
As Shown

Customer Signature: _____

Date: _____



City Council Action Request

7.N.

Meeting Date 12/20/2023

Department Parks and Recreation

Agenda Category Action Item

Title Glacial Valley Park Building - Change Order #3

Staff Recommendation Approve Glacial Valley Park change order request in the amount of \$13,318.48

Budget Implication The project will still be carrying approximately \$180,000 in budgeted contingencies. That is a healthy balance with the project nearing substantial completion.

Attachments

1.	1-Memo - Change Order #3
2.	2-CGGV COR 8_PCO 17 PR 8 Lighting Relay Panel
3.	3-CGGV COR 11_PCO 30 Ebert Window Shade Credit
4.	4-CGGV COR 12_PCO 31 Ebert Sliding Barn Door Swap
5.	5-CGGV Ebert CO #2
6.	6-CGGV Vinco CO #3
7.	7-12 CG Glacial Valley Park Overall Budget 12-Dec-23



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

From: Zac Dockter, Parks and Recreation Director

Date: October 18, 2023

Subject: Glacial Valley Park Building – Change Order Request

Introduction/Background

Glacial Valley Park Building construction continues to progress within the original project schedule and budget. Multiple design changes have been made during construction resulting in the need for a change order request. Change orders are detailed as follows:

Trade: Electric
Contractor: Vinco
Cost: \$7,607.71
Description: Add a panel/time clock to control lighting during unoccupied times.

Trade: Carpentry
Contractor: Ebert
Cost: (\$3,600.00) credit
Description: Window shades installed at improper location. Staff accepted location in lieu of credit.

Trade: Carpentry
Contractor: Ebert
Cost: \$1,140
Description: The Carpentry contract with Ebert is held by the City, as they are a non-union contractor. LaForce, the door supplier, is a union contractor, so their contract is held by Kraus Anderson through the CMR Contract. LaForce supplied the incorrect doors for the project, which required Ebert to complete two separate door installations. This resulted in an additional cost of \$1,140, which Ebert is owed. Since the City holds the contract with Ebert, a change order adding \$1,140 to their contract amount is required. As this was an error by LaForce, a credit will be applied through Kraus Anderson's CMR contract in the amount of \$1,140. This will cancel out the additional cost paid to Ebert, resulting in no additional cost to the City in the end of the project.

Trade: Carpentry
Contractor: Ebert
Cost: \$5,227.42
Description: Add thermally modified wood to roof deck in community room.

Trade: Electric
Contractor: Vinco
Cost: \$2,943.35
Description: Additional conduit for added audio/visual scope from owner. Additional breaker and associated wiring for garage door control.

All change orders have been reviewed and approved by the Architect, Construction Manager and staff team. With the inclusion of this change order, the project will still be carrying approximately \$180,000 in budgeted contingencies. That is a healthy balance with the project nearing substantial completion.

Staff Recommendation

Approve Glacial Valley Park change order requests in the amount of \$13,318.48.



KRAUS-ANDERSON®
Construction Company

Change Order Request

Project: 2210103-02
Cottage Grove Glacial Valley Park
12800 Ravine Parkway South
Cottage Grove, MN 55016

COR # 8.00

Date: 10/12/2023

To: Owner City Of Cottage Grove
8635 W. Point Douglas Rd
Cottage Grove, MN 55016

From: Kraus-Anderson Construction Company
501 South Eighth Street
Minneapolis, MN 55404

PCO # 17 - Wold PR #08 - Lighting Relay Panel

Item #	Description	Vendor	Amount
1	Electrical per Wold PR #08.	Vinco, Inc.	\$7,607.71
Total For Change Order			<u>\$7,607.71</u>

Approved By: City Of Cottage Grove

Signed: _____

Date: _____

Submitted By: Kraus-Anderson Construction Company

Signed: _____

Date: _____

Accepted By: Wold Architects & Engineers

Signed: _____

Date: _____

COTTAGE GROVE GLACIAL VALLEY

Vinco Inc

PO BOX 907

Forest Lake, MN 55025

Project Manager: Matt Rivera

Date : 9/19/23

PCO #: 17

PR/SI # 8

COST SUMMARY

Description	Cost	Notes/Attachments
Labor Total	\$ 875.00	(Auto Fill from Sub-Total Below)
Materials and Equipment Total	\$ 5,655.50	(Auto Fill from Sub-Total Below)
Tax on Materials and Equipment Only	\$ 424.16	<<< Provide Sales/Use Tax Total
Self Performed Subtotal	\$ 6,530.50	
10% Overhead and Profit	\$ 653.05	1% is the max fee allowed on CO's)
Self Performed Total	\$ 7,183.55	
Subcontractors	\$ -	Auto Fill from Sub-Total Below
5% Overhead and Profit on Subs	\$ -	(5% is the max allowed on subcontractors)
Subcontractor Total	\$ -	
TOTAL COST OF CHANGE	\$ 7,607.71	

Signature: Matthew Rivera

Contractor acknowledges no other Costs associated with this PCO.

PROVIDE DETAIL BREAKDOWN BELOW:

Labor By Task		Qty	Unit	Unit Cost	Total Cost
Installation of Relay Panel		4	HR	\$ 125.00	\$ 500.00
Programming of Relay Panel		2	HR	\$ 125.00	\$ 250.00
Relay Panel Terminations		1	HR	\$ 125.00	\$ 125.00
					\$ -
Sub-Total					\$ 875.00
Materials and Equipment By Task		Qty	Unit	Unit Cost	Total Cost
Additional Wire for Relay Panel		250	FT	0.25	\$ 62.50
Relay Panel		1		5548	\$ 5,548.00
EMT Misc Material					\$ 45.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Sub-Total					\$ 5,655.50
Sub-Contractor Proposals		Description of Work			Total Cost
					\$ -
					\$ -
					\$ -
					\$ -
Sub-Total		(Attach Sub-Contractor Proposals)			\$ -



Expiration Date: 10/19/23

Quotation

TO:

VINCO FOREST LAKE TAXABLE
18995 FOREST BLVD N
FOREST LAKE, MN 55025-3606

Project Info:

Project: Glacial Valley Park - PCO #17
Job #: 119293
Ack Date 09/19/23
PO#
Quoter: AARON PURPUR

Type	Quantity	Vendor	Description	Unit or Lot#	Unit Price	Ext Price
	1	LEVITON	R08TC-100			
	1	LEVITON	RPM16-316			
	1	LEVITON	R0800			
	1	LEVITON	RH DU1-300			
	7	LEVITON	RELAY-1CB			
	1	LEVITON	RELAY-BFM			
	1	LEVITON	PCOUT			
	1	LEVITON	EIA00-S01			
	1	LEVITON	NP00G			
	1	LEVITON	PST24-I10			
	1	LEVITON	Freight			

From:

VIKING ELECTRIC
MAIN 612-627-1300
451 INDUSTRIAL BLVD NE
MINNEAPOLIS, MN 55413-2938
Printed By: AMANDA PARSONS

Notes

Order is subject to Viking's standard terms and conditions
Sales tax not included
Orders to be billed through 3rd party require a purchase order from that party in advance of any shipment



Project: Glacial Valley Park - PCO #17

Expiration**10/19/23****Quotation**

Type	Quantity	Vendor	Description	LOT #	Unit Price	Ext Price
	1	LEVITON	ECO-C00			

From:

VIKING ELECTRIC
MAIN 612-627-1300
451 INDUSTRIAL BLVD NE
MINNEAPOLIS, MN 55413-2938
Printed By: AMANDA PARSONS

Total**5,548.00****Notes**

Order is subject to Viking's standard terms and conditions
Sales tax not included
Orders to be billed through 3rd party require a purchase order from that party in advance of any shipment



Bill of Materials # 3007099823

Glacial Valley Park - Panel add

09-19-2023

ITEM	QTY	PART NO.	DESCRIPTION
1.0			Relay Systems
1.1	1	R08TC-100	GreenMAX Relay Cabinet, 8-Relay Size, Surface Mount, Domestic, with Locking Door, Nema 1, Title 24 compliant, ASHRAE 90.1 compliant
1.2	1	RPM16-316	GreenMAX relay system Command Module complete with 70W power supply, Main Processor, LumaCAN 3, with 16 Low Voltage inputs. 100-277VAC 50/60Hz, Title 24 compliant, ASHRAE 90.1 compliant
1.3	1	R0800	GreenMAX 8-position Relay Insert Panel (fits 8-relay cabinet), without relays, Title 24 compliant, ASHRAE 90.1 compliant
1.4	1	RH DU1-300	LumaCAN 3 Handheld Display Unit for GreenMAX relay systems. Comes complete with rechargeable batteries, Title 24 compliant, ASHRAE 90.1 compliant
1.5	7	RELAY-1CB	GreenMAX Relay, Latching, 1-pole, Return-To-Closed basic, 30A 24-277, 347VAC 50/60Hz, Title 24 compliant, ASHRAE 90.1 compliant
1.6	1	RELAY-BFM	GreenMAX Relay, Blank Filler Module, Title 24 compliant, ASHRAE 90.1 compliant
1.7	1	PCOUT	Photocell - Outdoor 50-750 Foot Candles, Title 24 Compliant, ASHRAE 90.1 Compliant
2.0			Advanced Bill of Materials
2.1	1	EIA00-S01	1RU 19 1/4 1/4 EIA rack, surface mount enclosure, opening in side.
2.2	1	NP00G	Luma-Net to LumaCAN Gateway (300 mA consumption)
2.3	1	PST24-I10	+24Vdc (2.08" wide, 1000 mA supply), 1A, 30W 100-277VAC Input DIN Rail Power Supply. UL, cUL & CE

 Lighting & Controls 10385 SW AVERY ST TUALATIN, OR 97062 (503) 404-5500 http://www.leviton.com	PROJECT: Glacial Valley Park - Panel add		
	TITLE: Bill of Materials	QUOTE: 3007099823	LOCATION:
	REVISION: 1	DATE: 09-19-2023	SHEET: 1 of 2
	PREPARED BY: Kasey Paulson		COMPANY PHONE:



ITEM	QTY	PART NO.	DESCRIPTION
------	-----	----------	-------------

System Services

1	Freight	Leviton's standard freight policy and terms are applicable to this ASAP quotation and any resulting order. Freight allowance thresholds are customer-specific. If an order for this quotation does not meet the minimum freight allowance threshold, Leviton will add freight charges to the customer's order.
1	ECO-C00	Engineering Services: System Check-Out, Commissioning and Training by a Factory Authorized Engineer. Engineering Services require a minimum of three (3) weeks advance notice.

General Terms and Conditions

1. Any purchases made pursuant to this Quote constitute acceptance of Leviton's Terms of Sale (Leviton.com/en/terms-of-sale), which are the only conditions applicable to purchase under this Quote. Any additional terms contained in Buyer's purchase order, or any other means of correspondence, are expressly rejected.
2. This Quote incorporates the Leviton Quoting Policy by reference (<https://www.leviton.com/en/support/quote-policy>)
3. This Quote is valid for the term listed above and replaces and voids any prior revisions of a Quote issued by Seller for the same Project Name.
4. Prices are subject to change without notice, and may apply to open orders not yet shipped.
5. Reference this Quote number when ordering.
6. Prior to Leviton's acceptance of a purchase order, lead times and availability are subject to change.
7. All prices in US Dollars unless noted otherwise in the Quote.
8. Prices shown above do not include any taxes that may apply. Any applicable taxes or tariffs (for international shipments) are the responsibility of the Customer.
9. Prices only valid for the quantities shown. Any change in quantity or description will void this Quote and require a revised Quote.



Lighting & Controls
10385 SW AVERY ST
TUALATIN, OR 97062
(503) 404-5500
<http://www.leviton.com>

PROJECT: **Glacial Valley Park - Panel add**

TITLE: **Bill of Materials**

QUOTE: **3007099823**

LOCATION:

REVISION: **1**

DATE: **09-19-2023**

SHEET: **2 of 2**

PREPARED BY: **Kasey Paulson**

COMPANY PHONE:



KRAUS-ANDERSON®
Construction Company

501 South Eighth Street
Minneapolis, MN 55404

Request For Proposal

Project:	2210103-02 Cottage Grove Glacial Valley Park 12800 Ravine Parkway South Cottage Grove, MN 55016	PCO #:	17
		Date:	09/15/2023

To: Matt Harder, Kraus-Anderson Construction Company
Zac Docter, City Of Cottage Grove
Matthew Rivera, Vinco, Inc.
Jacob Wollensak, Wold Architects & Engineers
Michael Stephens, Wold Architects & Engineers
Allison Timmins, Wold Architects & Engineers

Please provide a cost breakdown in accordance with the Contract Documents and a Summary for the Change described herein and on the attachments (if any) listed. All responses are required within seven (7) days.

This is not an authorization to proceed with the work described herein unless and until approved by the Owner. On approval, this change will be included in a Change Order, which will provide the formal Contract Change.

DESCRIPTION OF PROPOSAL:

Please provide a cost estimate per the attached Wold Architects and Engineers PR #08 dated September 14, 2023 regarding lighting relay panel.

Attachments: Wold PR #8 dated 9/14/23

☐ We have reviewed the PCO and acknowledge that it is a "no change" item and does not affect our completion date.

Signed By: _____ Date: _____

Company Name: _____



PROPOSAL REQUEST

City of Cottage Grove	Glacial Valley Park Building
Kraus-Anderson	Attn: Dan Kjellberg/Rachel Struckman
501 South Eighth Street	
Minneapolis, MN 55404	
612.332.7281	
dan.kjellberg@krausanderson.com / rachel.struckman@krausanderson.com	

Submit an itemized (labor and material) quotation for the proposed modifications to the contract documents as described herein within 21 days of receipt. If a cost is not submitted within 21 days, this Proposal Request can be accepted at no additional cost. Written approval is required prior to proceeding with this change. COST EXPECTATIONS: ☐ DEDUCT ☐ NO COST ☐ ADD	PR: 08
	Comm: 222064
	Const. Pkg: [Status]

Distribution:

- ☐ Adam Moshier, CG
- ☐ Zac Dockter, CG
- ☒ Dustin Phillips, KA
- ☒ Jake Wollensak, Wold
- ☒ Tom Clark, Wold
- ☒ Michael Stephens, Wold
- ☒ Allison Timmins, Wold
- ☐ Pat Jansen, Wold
- ☐ Angel Gonzalez, Wold
- ☒ Sean McNamara, Wold
- ☒ Derek Peterson, Wold
- ☐ Linda Peters, BKBM
- ☐ Drew Luebke, BKBM
- ☐ Jay Pomeroy, BMI
- ☐ Jeff Toutant, BMI

Item	Description
1	Electrical Clarifications
1.1	See revised sheet E1.00 for updated lighting controls and relay panel.
1.2	See revised sheet E3.00 for lighting replay control panel schedule

Attachments: E1.00, E3.00

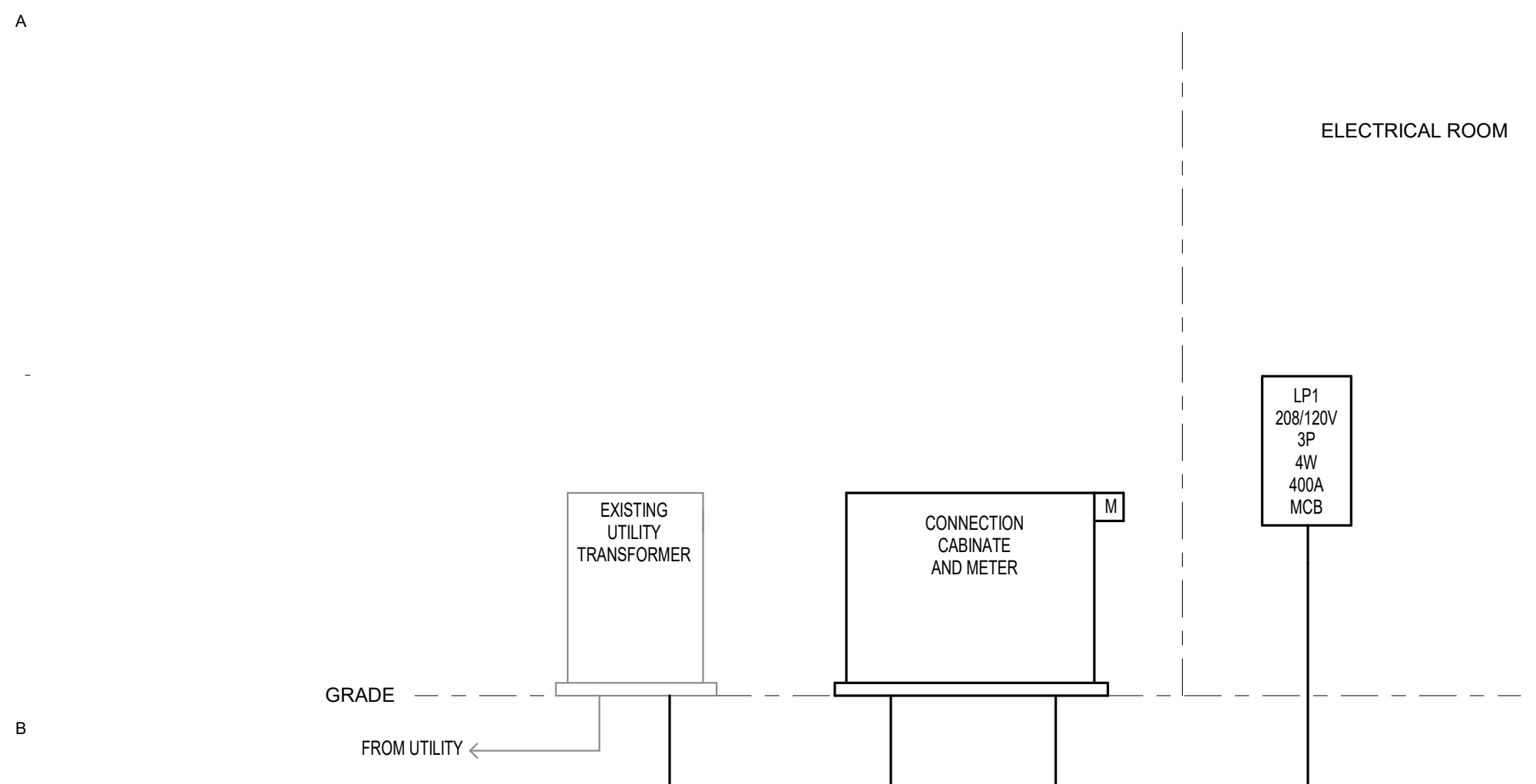
Issued By: Sean McNamara

Date: 09/14/23

Wold Architects and Engineers
332 Minnesota Street, Suite W2000
Saint Paul, MN 55101
woldae.com | 651 227 7773

**PLANNERS
ARCHITECTS
ENGINEERS**

MN



B1 RISER DIAGRAM N.T.S.

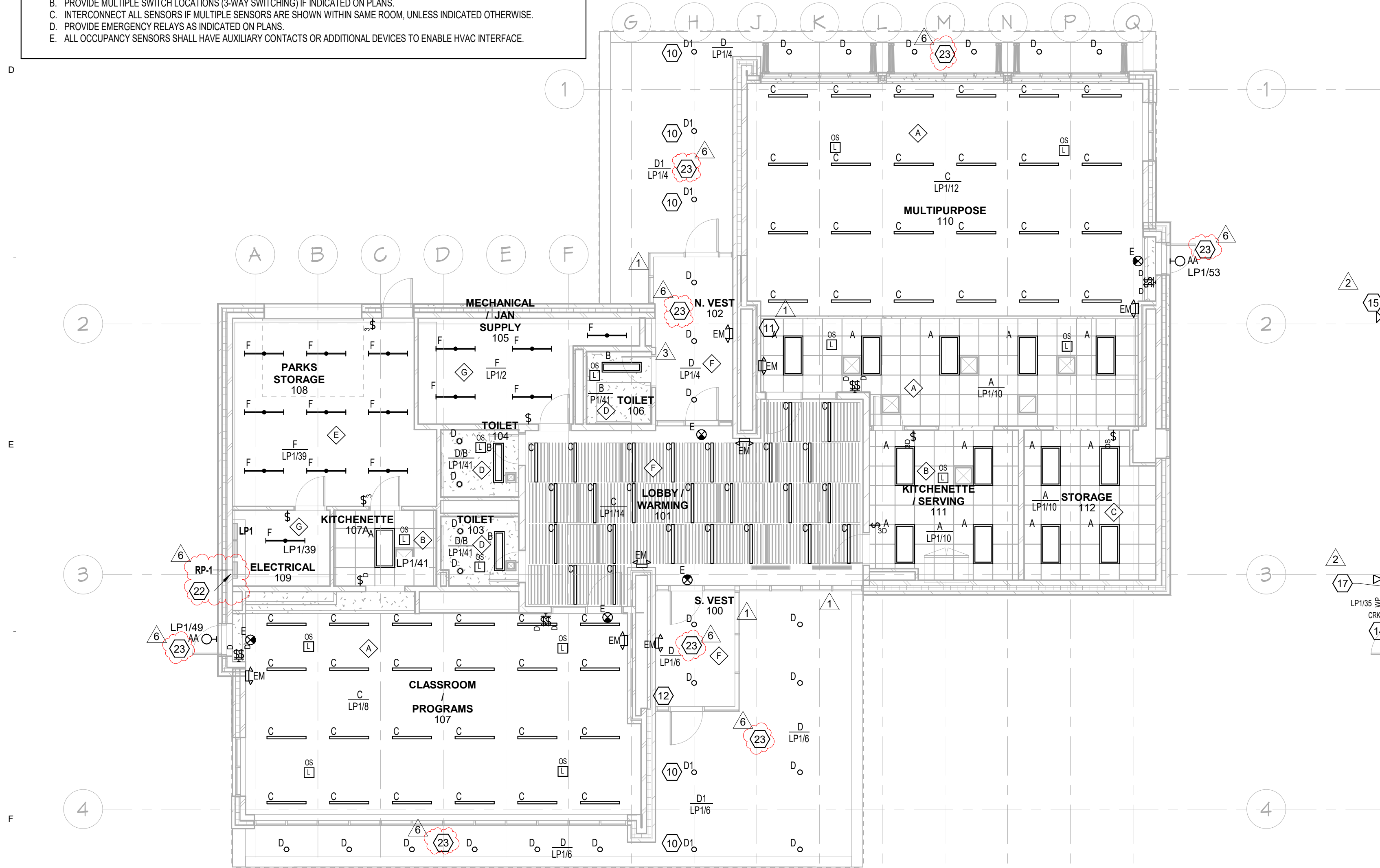
RISER NOTE:

- PANELBOARD SHALL BE SQUARED NQ OR APPROVED EQUAL.

FLOOR BOX (FB) SCHEDULE			
TYPE	DESCRIPTION	FACEPLATE	COVER
FB2	3-GANG, 4 POWER, 2 DATA, RECESSED DUAL SERVICE FLOORBOX CAST IRON, ROUND WIREMOLD RESOURCE RFMBE SERIES OR APPROVED EQUAL	(2) DUPLICATION FACEPLATE FOR POWER WIREMOLD RFB60P OR APPROVED EQUAL (1) STYLELINE FACEPLATES FOR SIGNAL WIREMOLD RFB60FI OR APPROVED EQUAL	FLUSH, FLANGED LID BRUSHED ALUMINUM FINISH SUITABLE FOR TILE CARPET INSTALLATION WIREMOLD CTS OR APPROVED EQUAL PROVIDE SILICON BEAD AROUND OUTER EDGE OF COVER TO SEAL FROM MOISTURE

LIGHTING CONTROLS SCHEDULE						
MARK	INTENDED LOCATIONS OF USE	WALL SWITCH #LEGS	CCC SENSOR LOCATION	MANUAL AUTO	DIMMING	DAY LIGHT
A	MULTIPURPOSE, CLASSROOM	2	CEILING	MANUAL	X	
B	KITCHENETTE	1	CEILING	MANUAL		X
C	STORAGE	1	WALL	MANUAL		
D	RESTROOMS	NONE	CEILING	AUTO		
E	PARKS STORAGE	1	NONE	MANUAL		
F	LOBBY/VEST	NONE	NONE	AUTO		
G	ELECTRICAL/MECHANICAL ROOMS	1	NONE	MANUAL		

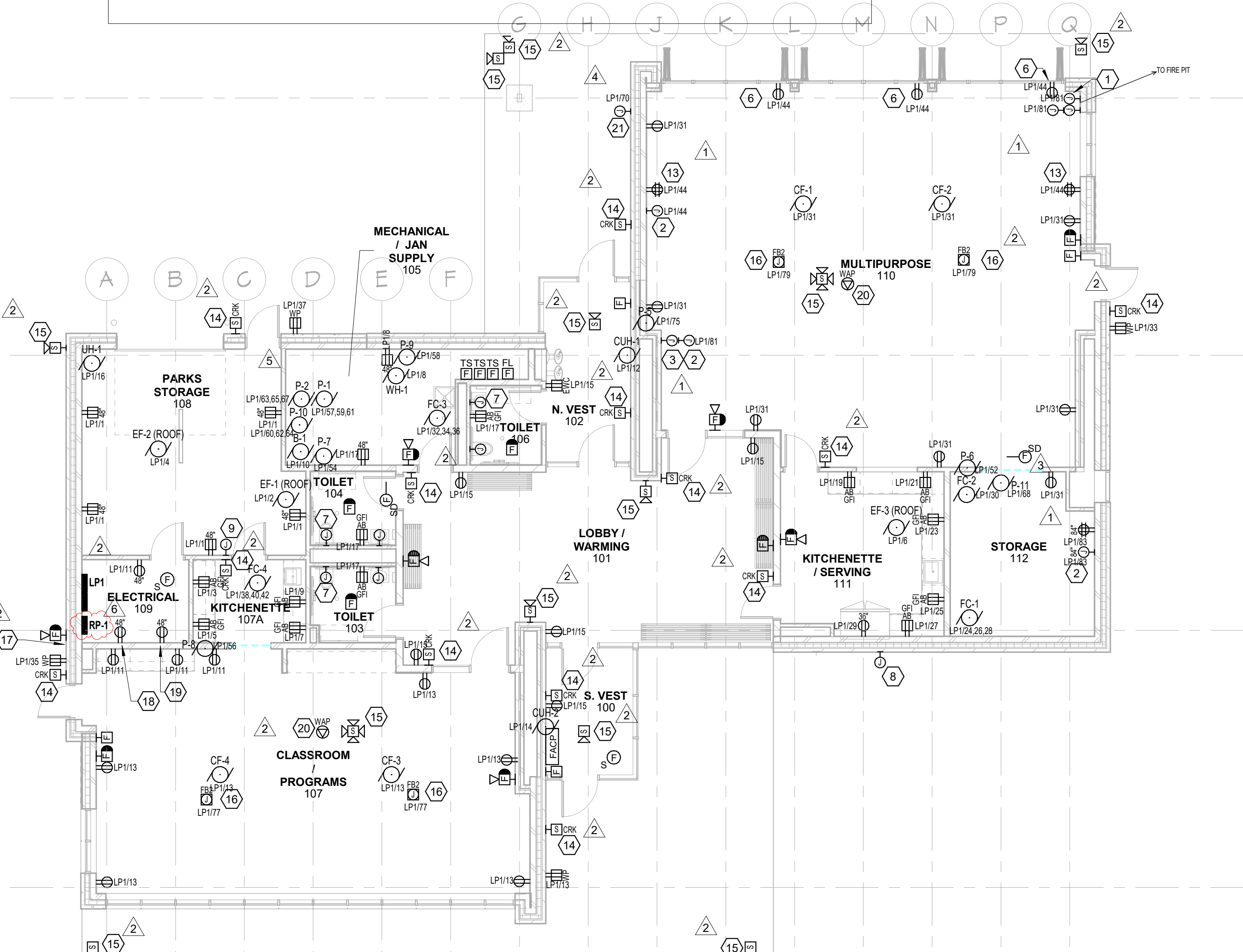
GENERAL NOTES:
A. SCHEMES ARE SCHEMATIC. PROVIDE WIRING AND COMPONENTS AS REQUIRED.
B. PROVIDE MULTIPLE SWITCH LOCATIONS (3-WAY SWITCHING) IF INDICATED ON PLANS.
C. INTERCONNECT ALL SENSORS IF MULTIPLE SENSORS ARE SHOWN WITHIN SAME ROOM, UNLESS INDICATED OTHERWISE.
D. PROVIDE EMERGENCY RELAYS AS INDICATED ON PLANS.
E. ALL OCCUPANCY SENSORS SHALL HAVE AUXILIARY CONTACTS OR ADDITIONAL DEVICES TO ENABLE HVAC INTERFACE.



F1 LIGHTING PLAN 1/8" = 1'-0"

3 PHASE FEEDER SCHEDULE (COPPER)			
FEEDER 3W (NO NEUTRAL)		FEEDER 4W (WITH NEUTRAL)	
ID	(AMPS)	CONDUIT-PHASE-GROUND	CONDUIT-PHASE-GROUND
20A	(1) 12°C, 3#12-1#12G	(1) 12°C, 4#12-1#12G	
30A	(1) 34°C, 3#10-1#10G	(1) 34°C, 4#10-1#10G	
40A	(1) 34°C, 3#8-1#8G	(1) 34°C, 4#8-1#8G	
50A	(1) 1°C, 3#6-1#6G	(1) 1°C, 4#6-1#6G	
60A	(1) 125°C, 3#4-1#4G	(1) 125°C, 4#4-1#4G	
80A	(1) 125°C, 3#3-1#3G	(1) 125°C, 4#3-1#3G	
100A	(1) 15°C, 3#1-1#1G	(1) 15°C, 4#1-1#1G	
125A	(1) 15°C, 3#1-1#1G	(1) 15°C, 4#1-1#1G	
150A	(1) 15°C, 3#10-1#10G	(1) 15°C, 4#10-1#10G	
175A	(1) 15°C, 3#20-1#20G	(1) 2°C, 4#20-1#20G	
200A	(1) 2°C, 3#30-1#30G	(1) 2°C, 4#30-1#30G	
225A	(1) 2°C, 3#40-1#40G	(1) 25°C, 4#40-1#40G	
250A	(1) 2°C, 3#250-1#250G	(1) 25°C, 4#250-1#250G	
300A	(1) 25°C, 3#350-1#350G	(1) 3°C, 4#350-1#350G	
400A	(2) 2°C, 3#30-1#30G	(2) 2°C, 4#30-1#30G	
500A	(2) 2°C, 3#250-1#250G	(2) 25°C, 4#250-1#250G	
600A	(2) 25°C, 3#350-1#350G	(2) 3°C, 4#350-1#350G	
800A	(3) 25°C, 3#300-1#300G	(3) 25°C, 4#300-1#300G	
1000A	(3) 3°C, 3#400-1#400G	(3) 3°C, 4#400-1#400G	
1200A	(4) 3°C, 3#350-1#350G	(4) 3°C, 4#350-1#350G	
1600A	(5) 3°C, 3#400-1#400G	(5) 3°C, 4#400-1#400G	
2000A	(6) 3°C, 3#400-1#250G	(6) 3°C, 4#400-1#250G	
2500A	(7) 3°C, 3#500-1#350G	(7) 3°C, 4#500-1#350G	
3000A	(8) 3°C, 3#500-1#400G	(8) 35°C, 4#500-1#400G	

GENERAL NOTES:
A. THE ABOVE FEEDER SCHEDULE IS A SCHEDULE OF TYPICAL FEEDERS AND SOME SIZES MAY NOT BE UTILIZED.
B. CONDUCTOR AMPACITIES ARE BASED ON TABLE 310-15 OF THE NEC FOR COPPER CONDUCTOR AT 90 DEG C FOR 100A AND BELOW. AMPACITIES ARE BASED ON 75 DEG C FOR 125A AND ABOVE.
C. FEEDER SIZES SHOWN ON THE RISER DIAGRAM INDICATE FEEDER AMPACITIES AND DO NOT NECESSARILY CORRESPOND TO CIRCUIT BREAKER AMPACITIES. CERTAIN FEEDERS MAY BE SIZED FOR THE DURATION FACTORS REQUIRED BY CODE AND/OR ARE OVERSIZED FOR VOLTAGE DROP.
D. WHERE PARALLEL CONDUITS ARE INDICATED FOR A SINGLE FEEDER, EACH CONDUIT SHALL CONTAIN PHASE, NEUTRAL, AND GROUND CONDUCTORS INDICATED.
E. CONDUIT ABOVE GRADE OUTDOORS SHALL BE EMT. CONDUIT ABOVE GRADE OUTDOORS SHALL BE GALVANIZED IMC OR RMC.
F. EMT USED FOR PURPOSES OF SIZING CONDUIT. CONTRACTOR TO UPSIZE CONDUIT IF DIFFERENT THAN EMT.



F4 POWER & SYSTEMS PLAN 1/8" = 1'-0"

PANELBOARD: LP1

LOCATION: ELECTRICAL 109
MOUNTING: SURFACE
MAINS TYPE:
MAINS AMPS: 400A
BUS AMPS:
FED FROM:
VOLTAGE: 208Y/120 V, 3 ø 4 W.
A.F.C.... SEE SHORT CIRCUIT STUDY
SPECIAL:

#	BT	LOAD DESCRIPTION	LT	BKR	P	A	B	C	P	BKR	LT	LOAD DESCRIPTION	BT	#
1		PARKS STORAGE 108	RCPT	20 A	1	0.9	0.7		1	15 A	MTR	EF-1	2	
3		KITCHENETTE 107A	RCPT	20 A	1		0.2	0.7		1	15 A	MTR	EF-2	4
5		KITCHENETTE 107A	RCPT	20 A	1			0.2	0.7	1	15 A	MTR	EF-3	6
7		KITCHENETTE 107A	RCPT	20 A	1	0.2	0.2			1	15 A	MTR	WH-1	8
9		KITCHENETTE 107A	RCPT	20 A	1		0.2	0.1		1	15 A	MTR	B-1	10
11		ELEC 109/CLASS 107	RCPT	20 A	1			0.7	0.5	1	15 A	MTR	CUH-1	12
13		CLASSROOM 107	MTR	20 A	1	1.1	0.5			1	15 A	MTR	CUH-2	14
15		LOBBY 101/N&S VEST	RCPT	20 A	1		1.1	0.7		1	15 A	MTR	UH-1	16
17		RESTROOMS/MECH 105	RCPT	20 A	1			0.7	4.4	3	60 A	MTR	CU-1	18
19		KITCHENETTE 111	RCPT	20 A	1	0.2	4.4							20
21		KITCHENETTE 111	RCPT	20 A	1		0.2	4.4						22
23		KITCHENETTE 111	RCPT	20 A	1			0.2	0.8	3	30 A	MTR	FC-1	24
25		KITCHENETTE 111	RCPT	20 A	1	0.2	0.8							26
27		KITCHENETTE 111	RCPT	20 A	1		0.2	0.8						28
29		KITCHENETTE 111	RCPT	20 A	1			0.2	0.9	1	15 A	MTR	FC-2	30
31		MULTI 110/STOR 112	MTR	20 A	1	1.3	0.6			3	30 A	MTR	FC-3	32
33		EXTERIOR	RCPT	20 A	1		0.2	0.6						34
35		EXTERIOR	RCPT	20 A	1			0.2	0.6					36
37		EXTERIOR	RCPT	20 A	1	0.2	0.8			3	30 A	MTR	FC-4	38
39		STORAGE 108/ ELEC 109	LTG	20 A	1		0.4	0.8						40
41		TOILET/KITCH 107A	LTG	20 A	1			0.3	0.8					42
43		MECHANICAL 105	LTG	20 A	1	0.2	1.3			1	20 A	Other...	MULTIPURPOSE 110	44
45		N. VEST/IS. EXTERIOR	LTG	20 A	1		0.2	4.4		3	60 A	MTR	CU-4	46
47		S. VEST/IS. EXTERIOR	LTG	20 A	1		0.2	4.4						48
49		CLASSROOM 107	LTG	20 A	1	1.7	4.4							50
51		KITCH/STORM/MULTI...	LTG	20 A	1		0.5	1.2		1	15 A	MTR	P-6	52
53		MULTIPURPOSE 110	LTG	20 A	1			1.7	1.2	1	15 A	MTR	P-7	54
55		LOBBY 101	LTG	20 A	1	1.8	1.2			1	15 A	MTR	P-8	56
57		P-1	MTR	30 A	3		2.0	0.5		1	15 A	MTR	P-9	58
59		--	--	--	--		2.0	0.3		3	30 A	MTR	P-10	60
61		--	--	--	--		2.0	0.3						62
63		P-2	MTR	30 A	3		2.0	0.3						64
65		--	--	--	--		2.0	0.0		1	20 A	--	MONUMENT LIGHTS	66
67		--	--	--	--		2.0	0.1		1	20 A	MTR	CONDENSATE PUMP	68
69		CU-2	MTR	20 A	2		1.4	0.0		1	20 A	Other	AED	70
71		--	--	--	--			1.4	2.9	2	40 A	MTR	CU-3	72
73		SPARE	--	--	--		0.0	2.9						74
75		P-5	MTR	15 A	1		1.2	0.0		1	20 A	--	SPARE	76
77		FLOORBOX 107	RCPT	20 A	1			0.0	0.0	1	20 A	--	SPARE	78
79		FLOORBOX 110	RCPT	20 A	1	0.0	0.0			1	20 A	--	SPARE	80
81		MULTIPURPOSE 110	Other	20 A	1		0.0	0.0		1	20 A	--	SPARE	82
83		STORAGE 112	Other...	20 A	1		0.4	0.0		1	20 A	--	SPARE	84
TOTAL LOAD:						30 kVA	24 kVA	27 kVA						
TOTAL AMPS:						261 A	200 A	233 A						
LOAD CLASSIFICATION						CONNECTED	DEMAND	ESTIMATED	PANEL TOTALS					
LTG						7062 VA	125.00%	8828 VA	CONNECTED LOAD: 81080 VA					
MTR						64703 VA	105.14%	68027 VA	ESTIMATED DEMAND: 86035 VA					
Other						0 VA	0.00%	0 VA	CONNECTED CURRENT: 225 A					
RCPT						9900 VA	100.00%	9900 VA	EST. DEMAND CURRENT: 239 A					

Load Types (LT): COOL - Summer Cooling, ELEV- Elevator, EQ - Equipment, EX - Existing, GND - Grounding, HEAT - Winter Heating, KITCH- Kitchen, L MTR - Largest Motor, LTG - Lighting, MTR - Motor, RCPT - Receptacle
Breaker Types (BT): AF = Arc Fault, GF = Ground Fault Circuit Interrupt, GE = Ground Fault Equipment Protection (30mA), SH = Shunt Trip, EX = Existing, NX = New Breaker For Existing Panel, M = Metered

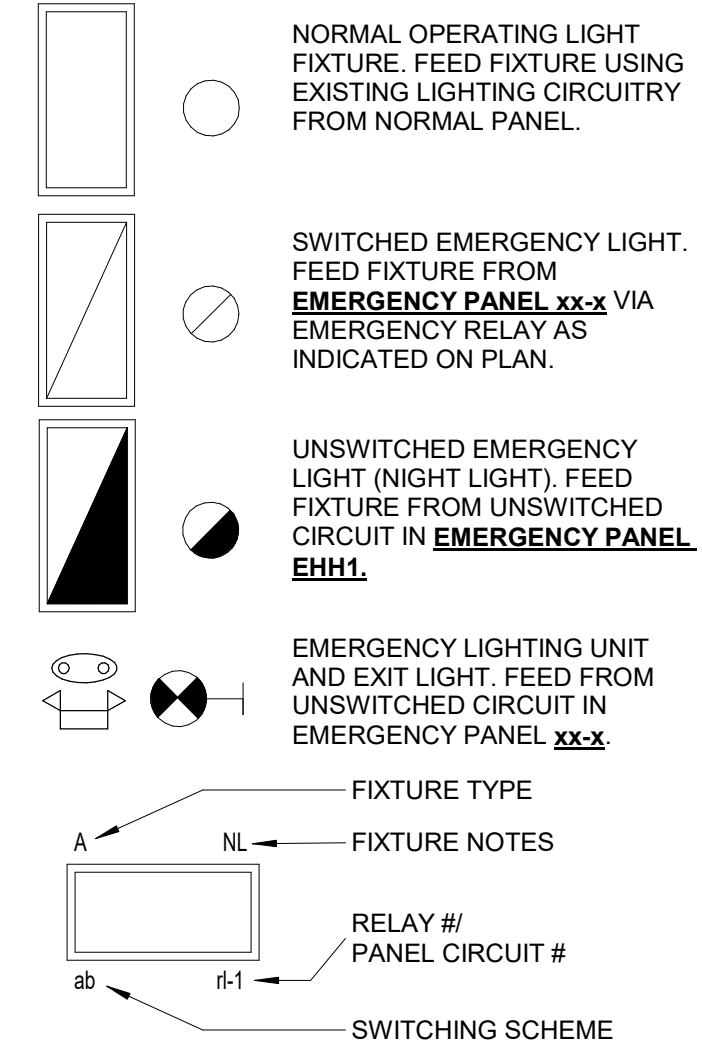
NOTES:

GENERAL SHEET NOTES - POWER

- SOME NOTES MAY NOT APPLY TO THIS SHEETS.
- ALL BOXES, CONDUIT AND WIRING TO BE CONCEALED. NO EXPOSED BOXES, CONDUIT AND WIRING SHALL BE ALLOWED UNLESS NOTED OTHERWISE.
- COORDINATE DEVICE LOCATIONS WITH OTHER TRADES INCLUDING HVAC EQUIPMENT, DUCTWORK, SPRINKLER PIPING AND BUILDING STRUCTURAL MEMBERS.
- NO MULTIBRANCH CIRCUIT ALLOWED. PROVIDE A SEPARATE NEUTRAL WITH EACH CIRCUIT.
- VERIFY LOCATIONS AND ROUGH-IN REQUIREMENTS OF ALL OWNER FURNISHED EQUIPMENT PRIOR TO ROUGH-IN.
- CIRCUIT WIRING IS NOT SHOWN EXCEPT FOR SWITCHING INTENT OF FIXTURES AND CONTROL OF DEVICES.
- PROVIDE PROPER NUMBER OF CONDUCTORS TO ACHIEVE CIRCUITING AND SWITCHING SHOWN. CIRCUIT NUMBERS AT DEVICES CIRCUIT NUMBERS SHOWN ARE FOR SCHEMATIC PURPOSES AND ARE FOR DISTINGUISHING CIRCUITS. RECORD AS-BUILT CIRCUITING IN A TYPED AND DATED PANELBOARD SCHEDULE. BRANCH CIRCUITS SHALL BE SIZED ACCORDING TO THE CIRCUIT BREAKER RATING, UNLESS INDICATED OTHERWISE ON THE ELECTRICAL EQUIPMENT SCHEDULE.
- PROVIDE SEPARATED CONDUITS FOR ALL EMERGENCY CIRCUITS, DO NOT COMBINE WITH NORMAL BUILDING WIRING.
- COORDINATE HEIGHTS OF ALL DEVICES WITH MILLWORK AND MODULAR FURNITURE SHOP DRAWINGS PRIOR TO ROUGH-IN.
- OFFSET BACK TO BACK BOXES AT LEAST 12 INCHES EXCEPT IN RESIDENT ROOMS WHERE PUTTYPADS SHALL BE PROVIDED (3M MPF+ OR EQUIVALENT).
- ALL RECEPTACLES TO BE TAMPER RESISTANT.
- SEE BRANCH CIRCUIT CONDUCTOR SIZING SCHEDULE ON SHEET E0.00.
- ALL OCCUPANCY SENSORS SHALL HAVE AUXILIARY CONTACTS OR ADDITIONAL DEVICES TO ENABLE HVAC INTERFACE.

GENERAL SHEET NOTES - LIGHTING

- SOME NOTES MAY NOT APPLY TO THIS SHEET.
- ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR WIRING ALL ELECTRICAL ITEMS SHOWN ON THIS DRAWING.
- ALL RECESSED LIGHTING FIXTURES IN LAY-IN CEILING SHALL BE INSTALLED WITH 6" LONG FLEXIBLE METAL CONDUIT.
- ALL MOUNTING HEIGHTS FOR LIGHTING FIXTURES ARE TO THE BOTTOM OF THE FIXTURES UNLESS INDICATED OTHERWISE.
- SEE ARCHITECTURAL EXTERIOR ELEVATIONS FOR MOUNTING HEIGHTS OF EXTERIOR LIGHTING FIXTURES.
- CIRCUIT WIRING IS NOT SHOWN EXCEPT FOR SWITCHING INTENT OF FIXTURES AND CONTROL OF DEVICES.
- PROVIDE PROPER NUMBER OF CONDUCTORS TO ACHIEVE CIRCUITING AND SWITCHING SHOWN. CIRCUIT NUMBERS AT DEVICES CIRCUIT NUMBERS SHOWN ARE FOR SCHEMATIC PURPOSES AND ARE FOR DISTINGUISHING CIRCUITS. RECORD AS-BUILT CIRCUITING IN A TYPED AND DATED PANELBOARD SCHEDULE. BRANCH CIRCUITS SHALL BE SIZED ACCORDING TO THE CIRCUIT BREAKER RATING, UNLESS INDICATED OTHERWISE ON THE ELECTRICAL EQUIPMENT SCHEDULE.
- PROVIDE SEPARATED CONDUITS FOR ALL EMERGENCY CIRCUITS, DO NOT COMBINE WITH NORMAL BUILDING WIRING.
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- ALL RECEPTACLES TO BE TAMPER RESISTANT.
- SEE BRANCH CIRCUIT CONDUCTOR SIZING SCHEDULE ON SHEET E0.00.
- ALL OCCUPANCY SENSORS SHALL HAVE AUXILIARY CONTACTS OR ADDITIONAL DEVICES TO ENABLE HVAC INTERFACE.



- MAXIMUM ALLOWABLE WATTAGE FOR A LIGHTING CIRCUIT WILL NOT EXCEED 3500 (277V) OR 1800 (120V) WATTS.
- REFER TO DIVISION 23 SPECIFICATIONS FOR MORE INFORMATION ON BAS LIGHTING CONTROLS.

KEYED SHEET NOTES

- PROVIDE 120V CONNECTION WITH JUNCTION BOX AND 1/2" CONDUIT TO FIRE PIT. TIMER SWITCH AND EPO BY DIV 23.
- PROVIDE 3/4" CONDUIT WITH PULL STRING FROM JUNCTION BOX TO NEAREST ACCESSIBLE CEILING SPACE.
- PROVIDE 3/4" CONDUIT WITH PULL STRING BETWEEN JUNCTION BOXES.
- PROVIDE BATTERY BACK UP. BATTERY SHALL BE MOUNTED IN THE VESTIBULE, ABOVE CEILING.
- PROVIDE SINGLE GANG JUNCTION BOX FOR MOTORIZED SCREEN CONTROL AT SWITCH HIGH. PROVIDE 2ND JUNCTION BOX AT 96" WITH BLANK COVER PLATE. PROVIDE 1/2 CONDUIT WITH PULL STRING BETWEEN JUNCTION BOXES.
- PROVIDE RECEPTACLE FOR MOTORIZED SCREEN. REFER TO ARCHITECTURAL DETAILS FOR MOUNTING HEIGHT. INSTALL RECEPTACLE PER MANUFACTURES RECOMMENDATIONS.
- PROVIDE TWO JUNCTION BOXES AND 120V CONNECTION AT ONE FOR ELECTRIC PLUMBING CONNECTIONS. LOW VOLTAGE PLUMBING DEVICES BY DIV 22.
- PROVIDE JUNCTION BOX AND 120V CONNECTION FOR HEAT TRACE, HEAT TRACE BY DIV 22.
- PROVIDE 120V CONNECTION FOR CO DETECTION SYSTEM, CO SYSTEM BY DIV 23. COORDINATE LOCATION WITH DIV 23.
- PROVIDE 90 MINUTE BATTERY BACK UP. BATTERY SHALL BE INSTALLED IN THE VESTIBULE.
- MOUNT BATTERY PACK FOR D1 FIXTURES ABOVE ACCESSIBLE CEILING SPACE.
- MOUNT BATTERY PACK FOR D1 FIXTURES ABOVE ACCESSIBLE CEILING SPACE.
- PROVIDE POWER FOR AV EQUIPMENT. COORDINATE LOCATION WITH CITY VENDOR (AVI).
- PROVIDE JUNCTION BOX AND CONDUIT WITH PULL STRING BACK TO NEAREST ACCESSIBLE CEILING FOR CARD ACCESS (BY OWNER).
- PROVIDE JUNCTION BOX AND CONDUIT WITH PULL STRING BACK TO NEAREST ACCESSIBLE CEILING FOR SECURITY CAMERA (BY OWNER).
- ROUTE DATA CONDUIT FROM FLOOR BOX BACK TO ELECTRICAL ROOM. INCLUDE PULL STRING.
- PROVIDE STUB OUT FOR FIBER. INCLUDE PULL STRING AND CABLE, TAG FOR FIBER.
- PROVIDE DEDICATED RECEPTACLE FOR OWNERS PATCH PANEL. COORDINATE LOCATION PRIOR TO INSTALLATION.
- PROVIDE DEDICATED RECEPTACLE FOR OWNERS HEAD END EQUIPMENT. COORDINATE LOCATION PRIOR TO INSTALLATION.
- PROVIDE JUNCTION BOX AND CONDUIT WITH PULL STRING BACK TO NEAREST ACCESSIBLE CEILING FOR WIRELESS ACCESS POINT.
- PROVIDE 1/2" CONDUIT STUBBED FROM AED BASE TO INTERIOR ACCESSIBLE WALL SPACE. ROUTE BACK TO ELECTRICAL PANEL.
- PROVIDE LIGHTING RELAY CONTROL PANEL.
- LIGHTING CONTROL SHALL BE BY TIME CLOCK VIA BAS SYSTEM. ROUTE THROUGH LIGHTING RELAY PANEL.

GLACIAL VALLEY PARK BUILDING

9900 RAVINE PKWY S
COTTAGE GROVE, MN 55016

222064

CITY OF COTTAGE GROVE
8635 W POINT DOUGLAS RD S
COTTAGE GROVE, MN 55016



WOLD ARCHITECTS
AND ENGINEERS
332 Minnesota Street, Suite W2000
Saint Paul, MN 55101

woldac.com | 651 227 7773

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed PROFESSIONAL ENGINEER MINNESOTA			
License Number:	BRADLEY R. JOHANNSEN	Date:	11/8/22
Revisions	Description	Date	Num
ADD #1		11/28/2022	1
PR#1		3/17/2023	2
PR#4		7/12/2023	3
PR#5		7/12/2023	4
PR#6		8/7/2023	5
PR#8		9/14/2023	6

Comm: 222064
Date: 11/8/22
Drawn: D PETERSON
Check: S MCNAMARA
North

LIGHTING / POWER & SYSTEMS PLANS

Scale: As indicated

MN

E

RELAY PANEL SCHEDULE									
PANEL: RP-1 (MASTER PANEL)			MOUNTING: SURFACE						
LOCATION: ELECTRICAL 109			SCCR: 35,000 AMPS SYMMETRICAL						
			BARRIER FOR EMERGENCY I NORMAL						
RELAY No.	CONTROL TYPE	VOLT	LOAD DESCRIPTION	LOAD WATTS	PANEL CONNECTION	PANEL CKT	TIME SCHED	NOTES	
1	AUTO	120	NORTH CANOPY LIGHTING	984	LP1	4	1	1	
2	AUTO	120	SOUTH CANOPY LIGHTING	984	LP1	6	1	1	
3	AUTO	120	EXTERIOR LIGHTING	984	LP1	49	1	1	
4	AUTO	120	EXTERIOR LIGHTING	1148	LP1	53	1	1	
5	AUTO	120	NORTH VESTIBULE LIGHTING	1148	LP1	4	1	1	
6	AUTO	120	SOUTH VESTIBULE LIGHTING	984	LP1	6	1	1	
7	AUTO	120	LOBBY LIGHTING	746	LP1	14	1	1	
CONTROL CODES:									
N: NETWORK SWITCH			AUTO: BUILDING AUTOMATION			OHD: OVERHEAD DOOR CONTROLLER			
PC: PHOTOCCELL			LS: LIGHT LEVEL SENSOR						
GENERAL NOTES:									
A. PROVIDE BARRIER BETWEEN EMERGENCY CIRCUITS AND NORMAL POWER CIRCUITS (INCLUDING SPARES).									
SCHEDULE NOTES:									
1. LIGHTS CONTROLLED BY PHOTOCCELL ONLY.									
2. LIGHTS CONTROLLED BY RELAY PANEL TIMER, NETWORK SWITCHES, AND DOOR OPERATOR CONTACTS. REQUIRES DOOR CONTACT CLOSURE OR NETWORK SWITCH OPERATION TO TURN LIGHTS ON. LIGHTS TURN OFF 30 MINUTES AFTER EITHER OPERATION TURNS LIGHTS ON.									

MOTOR SCHEDULE																											
LOAD INFORMATION						CONDUIT				WIRE QUANTITY AND SIZE				WIRE TYPE		STARTER				DISCONNECT				CTRL'S		NOTES	MTR
MTR	DESCRIPTION	LOC	LOAD	UNIT	VOLTAGE	PANEL	SET(S)	SIZE	TYPE	P-N	PHASE	NEUT	GND	TYPE	INSUL	SUPPLIED	INSTALLED	SIZE	LOC	SUPPLIED	INSTALLED	TYPE	TYPE	LOC	BY		
B-1	BOILER	MECHANICAL/JAN SUPPLY 105	0.5	FLA	120/1		1	3/4"	EMT	2	12 AWG	12 AWG	12 AWG	CU	THHN	ELEC	ELEC		MTR	ELEC	ELEC	MMS	15A	MTR	MECH		B-1
EF-1	EXHAUST FAN	ROOF	1/4	HP	120/1		1	3/4"	EMT	2	12 AWG	12 AWG	12 AWG	CU	THHN	ELEC	ELEC		MTR	ELEC	ELEC	MMS	15A	MTR	MECH		EF-1
EF-2	EXHAUST FAN	ROOF	1/4	HP	120/1		1	3/4"	EMT	2	12 AWG	12 AWG	12 AWG	CU	THHN	ELEC	ELEC		MTR	ELEC	ELEC	MMS	15A	MTR	MECH		EF-2
EF-3	EXHAUST FAN	ROOF	1/4	HP	120/1		1	3/4"	EMT	2	12 AWG	12 AWG	12 AWG	CU	THHN	ELEC	ELEC		MTR	ELEC	ELEC	MMS	15A	MTR	MECH		EF-3
WH-1	WATER HEATER	MECHANICAL/JAN SUPPLY 105	0.5	FLA	120/1		1	3/4"	EMT	2	12 AWG	12 AWG	12 AWG	CU	THHN	ELEC	ELEC		MTR	ELEC	ELEC	MMS	15A	MTR	MECH		WH-1
CF-1	CEILING FAN	MULTIPURPOSE 110	0.022	KVA	120/1		1	3/4"	EMT	2	12 AWG	12 AWG	12 AWG	CU	THHN	ELEC	ELEC		MTR	ELEC	ELEC	MMS	15A	MTR	MECH		CF-1
CF-2	CEILING FAN	MULTIPURPOSE 110	0.022	KVA	120/1		1	3/4"	EMT	2	12 AWG	12 AWG	12 AWG	CU	THHN	ELEC	ELEC		MTR	ELEC	ELEC	MMS	15A	MTR	MECH		CF-2
CF-3	CEILING FAN	CLASSROOM/PROGRAMS 107	0.022	KVA	120/1		1	3/4"	EMT	2	12 AWG	12 AWG	12 AWG	CU	THHN	ELEC	ELEC		MTR	ELEC	ELEC	MMS	15A	MTR	MECH		CF-3
CF-4	CEILING FAN	CLASSROOM/PROGRAMS 107	0.022	KVA	120/1		1	3/4"	EMT	2	12 AWG	12 AWG	12 AWG	CU	THHN	ELEC	ELEC		MTR	ELEC	ELEC	MMS	15A	MTR	MECH		CF-4
UH-1	UNIT HEATER	PARKS STORAGE 108	1/4	HP	120/1		1	3/4"	EMT	2	12 AWG	12 AWG	12 AWG	CU	THHN	ELEC	ELEC		MTR	ELEC	ELEC	MMS	15A	MTR	MECH		UH-1
CUH-1	CABINET UNIT HEATER	NORTH VESTIBULE 102	1/15	HP	120/1		1	3/4"	EMT	2	12 AWG	12 AWG	12 AWG	CU	THHN	ELEC	ELEC		MTR	ELEC	ELEC	MMS	15A	MTR	MECH		CUH-1
CUH-2	CABINET UNIT HEATER	SOUTH VESTIBULE 100	1/15	HP	120/1		1	3/4"	EMT	2	12 AWG	12 AWG	12 AWG	CU	THHN	ELEC	ELEC		MTR	ELEC	ELEC	MMS	15A	MTR	MECH		CUH-2
P-1	PUMP	MECHANICAL/JAN SUPPLY 105	5	HP	208/3		1	3/4"	EMT	3	12 AWG		12 AWG	CU	THHN	ELEC	ELEC	SIZE 1	MTR	ELEC	ELEC	FS	30A	MTR	MECH	1	P-1
P-2	PUMP	MECHANICAL/JAN SUPPLY 105	5	HP	208/3		1	3/4"	EMT	3	12 AWG		12 AWG	CU	THHN	ELEC	ELEC	SIZE 1	MTR	ELEC	ELEC	FS	30A	MTR	MECH	1	P-2
P-5	PUMP	MULTIPURPOSE 110	2/5	HP	120/1		1	3/4"	EMT	2	12 AWG	12 AWG	12 AWG	CU	THHN	ELEC	ELEC		MTR	ELEC	ELEC	MMS	15A	MTR	MECH		P-5
P-6	PUMP	MULTIPURPOSE 110	2/5	HP	120/1		1	3/4"	EMT	2	12 AWG	12 AWG	12 AWG	CU	THHN	ELEC	ELEC		MTR	ELEC	ELEC	MMS	15A	MTR	MECH		P-6
P-7	PUMP	MECHANICAL/JAN SUPPLY 105	2/5	HP	120/1		1	3/4"	EMT	2	12 AWG	12 AWG	12 AWG	CU	THHN	ELEC	ELEC		MTR	ELEC	ELEC	MMS	15A	MTR	MECH		P-7
P-8	PUMP	CLASSROOM/PROGRAMS 107	2/5	HP	120/1		1	3/4"	EMT	2	12 AWG	12 AWG	12 AWG	CU	THHN	ELEC	ELEC		MTR	ELEC	ELEC	MMS	15A	MTR	MECH		P-8
P-9	PUMP	MECHANICAL/JAN SUPPLY 105	1/8	HP	120/1		1	3/4"	EMT	2	12 AWG	12 AWG	12 AWG	CU	THHN	ELEC	ELEC		MTR	ELEC	ELEC	MMS	15A	MTR	MECH		P-9
P-10	PUMP	MECHANICAL/JAN SUPPLY 105	1/2	HP	208/3		1	3/4"	EMT	3	12 AWG		12 AWG	CU	THHN	ELEC	ELEC	SIZE 00	MTR	ELEC	ELEC	FS	30A	MTR	MECH		P-10
FC-1	FAN COIL UNIT	STORAGE 112	1 1/2	HP	208/3		1	3/4"	EMT	3	12 AWG		12 AWG	CU	THHN	ELEC	ELEC	SIZE 00	MTR	ELEC	ELEC	FS	30A	MTR	MECH		FC-1
FC-2	FAN COIL UNIT	STORAGE 112	1/3	HP	120/1		1	3/4"	EMT	2	12 AWG	12 AWG	12 AWG	CU	THHN	ELEC	ELEC		MTR	ELEC	ELEC	MMS	15A	MTR	MECH		FC-2
FC-3	FAN COIL UNIT	MECHANICAL/JAN SUPPLY 105	1	HP	208/3		1	3/4"	EMT	3	12 AWG		12 AWG	CU	THHN	ELEC	ELEC	SIZE 00	MTR	ELEC	ELEC	FS	30A	MTR	MECH		FC-3
FC-4	FAN COIL UNIT	KITCHENETTE 107A	1 1/2	HP	208/3		1	3/4"	EMT	3	12 AWG		12 AWG	CU	THHN	ELEC	ELEC	SIZE 00	MTR	ELEC	ELEC	FS	30A	MTR	MECH		FC-4
CU-1	FAN COIL UNIT	ROOF	36.9	MCA	208/3		1	3/4"	EMT	3	8 AWG		10 AWG	CU	THHN	MFR	MFR		MTR	ELEC	ELEC	FS	60A	MTR	MECH		CU-1
CU-2	FAN COIL UNIT	ROOF	13.2	MCA	208/1		1	3/4"	EMT	2	12 AWG		12 AWG	CU	THHN					ELEC	ELEC	MMS	15A	MTR	MECH		CU-2
CU-3	FAN COIL UNIT	ROOF	28.2	MCA	208/1		1	3/4"	EMT	2	10 AWG		10 AWG	CU	THHN					ELEC	ELEC	MMS	30A	MTR	MECH		CU-3
CU-4	FAN COIL UNIT	ROOF	36.9	MCA	208/3		1	3/4"	EMT	3	8 AWG		10 AWG	CU	THHN	MFR	MFR		MTR	ELEC	ELEC	FS	60A	MTR	MECH		CU-4
GENERAL NOTES:																											
A. ALL FUSE SIZES/BREAKER TRIPS ARE ESTIMATED. CONTRACTOR TO FIELD VERIFY INSTALLED MOTOR REQUIREMENTS.																											
KEYED NOTES:																											
1. CONTROLLED THROUGH VFD BY MECH																											

LUMINAIRE SCHEDULE									
LETTER	LUMINAIRE TYPE	LUMENS/WATTS	VOLT	MOUNTING	LENS / LOUVER	OTHER REQUIREMENTS	MANUF. & SERIES	SPARES	NOTES
A	RECESSED 2X4 TROFFER	35W, LED, 80 CRI, 3500K, 4000 LUMENS	MVOLT	RECESSED (GRID)	MATTE WHITE ENAMEL FINISH	0-10V DIMMING	LITHONIA: ENVEX SERIES METALUX: 241D SERIES VISCOR: OCRV SERIES SPITZER: EDGE SERIES		
B	RECESSED 1X4 TROFFER	16W, LED, 80 CRI, 3500K, 2000 LUMENS	MVOLT	RECESSED (GRID)	MATTE WHITE ENAMEL FINISH	0-10V DIMMING	LITHONIA: ENVEX SERIES METALUX: 141D SERIES VISCOR: OCRV SERIES SPITZER: EDGE SERIES		
C	4' LINEAR LED	18W, LED, 80 CRI, 3500K, 1000 LMf	MVOLT	AIR CRAFT CABLE SUSPENDED	EXTRUDED ACRYLIC	0-10V DIMMING	MARK LIGHTING: SL41D SERIES AXIS LIGHTING: BEAM 3 SERIES STARTEK: BEAMDI SERIES LUX: EOS 3.0 SERIES		
D	6" ROUND LED DOWNLIGHT	LED, 80 CRI, 3500K, 1500 LUMENS	MVOLT	RECESSED (GRID)	SEMI-SPECULAR CLEAR	0-10V DIMMING	GOTHAM: EVO SERIES HALO COMM: HCG SERIES LIGHTOLIER: GRN SERIES PRESCOLITE: LFR-6RD SERIES		
D1	6" ROUND LED DOWNLIGHT	LED, 80 CRI, 3500K, 4000 LUMENS	MVOLT	RECESSED (GRID)	SEMI-SPECULAR CLEAR	0-10V DIMMING, REMOTE BATTERY BACKUP	GOTHAM: EVO SERIES HALO COMM: HCG SERIES LIGHTOLIER: GRN SERIES PRESCOLITE: LFR-6RD SERIES		
E	EXIT SIGN	LED, <5W	MVOLT	CEILING MOUNTED	HIGH IMPACT ACRYLIC PANEL	GREEN LETTERS	LITHONIA: EDGR SERIES SURE-LITES: EUX7 SERIES ABB (EMERGI-LITE): PN SERIES COMPASS: CEL SERIES		
EM	EMERGENCY WALL PACK	LED	MVOLT	WALL MOUNTED		SELF DIAGNOSTICS, BLACK	LITHONIA: AFF SERIES SURE-LITES: SELD SERIES ABB (EMERGI-LITE): SD SERIES COMPASS: CUW SERIES		
F	4' INDUSTRIAL STRIP	41W, LED, 80 CRI, 3500K, 5300 LUMENS	MVOLT	AIR CRAFT CABLE SUSPENDED	SEMI-FROST LENS- NARROW	0-10V DIMMING	LITHONIA: ZL1N SERIES METALUX: SNLED SERIES DAYBRITE: SDS SERIES COLUMBIA: CSL4 SERIES		
AA	WALL PACK	27W, LED, 80CRI, 4000K, 3500 LUMENS	MVOLT	WALL MOUNTED	FULL CUTOFF	COLD WEATHER BATTERY PACK	LITHONIA: WDGE2LED SERIES LUMARK: AXCS3A SERIES BROWNLEE: 7037 SERIES SPITZER: WPPF SERIES		
BB	FLOOD LIGHT	21W, LED, 4000K, 2500 LUMENS	MVOLT	KNUCKLE MOUNTED ON CONCRETE BASE	HORIZONTAL MEDIUM FLOOD	BLACK	LITHONIA: D-SERIES GARDOCO: CSFS SERIES KIM: KFL SERIES		
LUMINAIRE SCHEDULE GENERAL NOTES									
A. ALL DIMMABLE LUMINAIRES SHALL BE CAPABLE OF DIMMING TO 1%.									
LUMINAIRE SCHEDULE NUMBERED NOTES									
1. SEE PLAN FOR FIXTURE LENGTH.									
2. PROVIDE (20) SPARE DRIVERS.									
3. PROVIDE (5) SPARE DRIVERS.									

GLACIAL VALLEY
PARK BUILDING

9900 RAVINE PKWY S
COTTAGE GROVE, MN 55016

222064

CITY OF COTTAGE
GROVE
8635 W POINT DOUGLAS RD S
COTTAGE GROVE, MN 55016



WOLD ARCHITECTS
AND ENGINEERS
332 Minnesota Street, Suite W2000
Saint Paul, MN 55101

woldac.com | 651 227 7773

I hereby certify that this plan, specification or report was prepared by
me or under my direct supervision and that I am a duly Licensed

PROFESSIONAL ENGINEER
MINNESOTA

under the laws of the State of

BRADLEY R. JOHANNSSEN
43936 Date: 11/8/22

License Number: 43936

Revisions

Description	Date	Num
ADD #1	11/28/2022	1
PR#6	8/7/2023	2
PR#6	9/14/2023	3



KRAUS-ANDERSON®
Construction Company

Change Order Request

Project: 2210103-02
Cottage Grove Glacial Valley Park
12800 Ravine Parkway South
Cottage Grove, MN 55016

COR # 11.00

Date: 12/12/2023

To: Owner City Of Cottage Grove
8635 W. Point Douglas Rd
Cottage Grove, MN 55016

From: Kraus-Anderson Construction Company
501 South Eighth Street
Minneapolis, MN 55404

PCO # 30 - *Ebert: Window Shade Credit*

Item #	Description	Vendor	Amount
1	Window shade credit.	Ebert Construction	(\$3,600.00)
Total For Change Order			(\$3,600.00)

Approved By: City Of Cottage Grove

Signed: _____

Date: _____

Submitted By: Kraus-Anderson Construction Company

Signed: _____

Date: _____

Accepted By: Wold Architects & Engineers

Signed: _____

Date: _____



23350 County Road 10
Corcoran, MN 55357
Ph : 763-498-7844

Change Proposal

To: Kraus Anderson
416 South Broadway
Rochester, MN 55904

Number: 16
Date: 12/6/23
Job: 66001 City Cottage Grove-Glacial 6A
Phone:

Description: Window Shade Credit

Proposed are the following changes:

See window shade credit below, provided in acceptance of the window shades installed different than shown on the plans.

The total amount to provide this work is \$-3,600.00
(Please refer to attached sheet for details.)

If you have any questions, please contact me at 763-498-7844.

Pricing subject to review/change if not approved within 14 days of receipt.

Submitted by: Ebert Companies

Approved by: _____

Date: _____



23350 County Road 10
Corcoran, MN 55357
Ph : 763-498-7844

Change Proposal 16 Price Breakdown
Continuation Sheet

Description: Window Shade Credit

Description	Labor	Material	Equipment	Subcontract	Other	Price
Window Treatments				\$-3,600.00		\$-3,600.00
Subtotal:						\$-3,600.00
Total:						\$-3,600.00



KRAUS-ANDERSON®
Construction Company

Change Order Request

Project: 2210103-02
Cottage Grove Glacial Valley Park
12800 Ravine Parkway South
Cottage Grove, MN 55016

COR # 12.00

Date: 12/12/2023

To: Owner City Of Cottage Grove
8635 W. Point Douglas Rd
Cottage Grove, MN 55016

From: Kraus-Anderson Construction Company
501 South Eighth Street
Minneapolis, MN 55404

PCO 31 will be a \$0.00 cost to the owner. Please see below breakdown:

Ebert (CMa Contract): ADD CHANGE ORDER: \$1,140.00

LaForce (CMr Subcontract): BACKCHARGE CHANGE ORDER: (\$1,140.00)

Total Cost to Owner = \$0.00

PCO # 31 - Ebert: Sliding Barn Door Swap

Item #	Description	Vendor	Amount
1	Sliding barn door swap.	Ebert Construction	\$1,140.00
Total For Change Order			<u>\$1,140.00</u>

Approved By: City Of Cottage Grove

Signed: _____

Date: _____

Submitted By: Kraus-Anderson Construction Company

Signed: _____

Date: _____

Accepted By: Wold Architects & Engineers

Signed: _____

Date: _____



23350 County Road 10
Corcoran, MN 55357
Ph : 763-498-7844

Change Proposal

To: Kraus Anderson
416 South Broadway
Rochester, MN 55904

Number: 17
Date: 12/6/23
Job: 66001 City Cottage Grove-Glacial 6A
Phone:

Description: Sliding Barn Door Swap

Proposed are the following changes:

See pricing below for swapping out barn doors.

The total amount to provide this work is

\$1,140.00

(Please refer to attached sheet for details.)

Pricing subject to review/change if not approved within 14 days of receipt.

Submitted by: Ebert Companies

Approved by: _____

Date: _____



23350 County Road 10
Corcoran, MN 55357
Ph : 763-498-7844

Change Proposal 17 Price Breakdown
Continuation Sheet

Description: Sliding Barn Door Swap

Description	Labor	Material	Equipment	Subcontract	Other	Price
Door Hardware	\$1,140.00					\$1,140.00
Subtotal:						\$1,140.00
Total:						\$1,140.00



EBERT CONSTRUCTION

COST ISSUE**DATE:** 11/6/2023

TO: Jake Stolquist
Ebert Construction
23350 County Road 10
Corcoran, MN 55357

PROJECT: 66001 Glacial Valley 6A
RE: Sliding Door Swap
DATE: 11/6/2023
TIME EXTENSION REQUESTED:

DESCRIPTION:

Remove sliding doors, strip hardware, install new doors with existing hardware.

MATERIAL/LABOR BREAK-DOWN						AMOUNT
Carpenter	Swap out sliding doors and hardware.	12	Hrs	@	\$95.00 Hr	= \$1,140.00

APPROVAL**SIGN:****DATE:****TOTAL ADDITIONAL COST:****\$1,140.00****DISTRIBUTION****EBERT CONSTRUCTION****Prepared By:**

Kevin Roehl



KRAUS-ANDERSON®
Construction Company

501 South Eighth Street
Minneapolis MN 55404

Contract Change Order

Project: 2210103-02 Cottage Grove Glacial Valley Park
12800 Ravine Parkway South
Cottage Grove, MN 55016

Contract #: 2210103-WS 06-A
Contract Change Order #: 2
Change Order Date: 12/13/23

To Contractor : Ebert, Inc. dba Ebert Construction
23350 County Road 10
Corcoran, MN 55357

THE CONTRACT IS CHANGED AS FOLLOWS:

PCO	Item	Description	Amount
23	1	Added thermally modified siding per RFI #49.	\$5,227.42

Total **\$5,227.42**

The original Contract Sum was	\$363,300.00
The net change by previously authorized Change Orders was	(\$170.00)
The Contract Sum prior to this Change Order was	\$363,130.00
The Contract Sum will be increased by this Change Order	\$5,227.42
The new Contract Sum will be	\$368,357.42

NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR

Kraus-Anderson Construction Company

CONSTRUCTION MANAGER *(Firm name)*

501 South Eighth Street
Minneapolis MN 55404

ADDRESS

BY *(Signature)*

Dan Kjellberg

(Typed name)

DATE:

Ebert, Inc. dba Ebert Construction

CONTRACTOR *(Firm name)*

23350 County Road 10
Corcoran, MN 55357

ADDRESS

BY *(Signature)*

(Typed name)

DATE:

Wold Architects & Engineers

ARCHITECT *(Firm name)*

332 Minnesota Street - Suite W2000
Saint Paul, MN 55101

ADDRESS

BY *(Signature)*

Jacob Wollensak

(Typed name)

DATE:

City Of Cottage Grove

OWNER *(Firm name)*

8635 W. Point Douglas Rd
Cottage Grove, MN 55016

ADDRESS

BY *(Signature)*

Jennifer Levitt

(Typed name)

DATE:



Change Order Request

Project: 2210103-02
Cottage Grove Glacial Valley Park
12800 Ravine Parkway South
Cottage Grove, MN 55016

To: Owner City Of Cottage Grove
8635 W. Point Douglas Rd
Cottage Grove, MN 55016

COR # 10.00

Date: 10/12/2023

From: Kraus-Anderson Construction Company
501 South Eighth Street
Minneapolis, MN 55404

PCO # 23 - RFI 49 - Added Thermally Modified Siding

Item #	Description	Vendor	Amount
1	Added thermally modified siding per RFI #49.	Ebert Construction	\$5,227.42
Total For Change Order			\$5,227.42

Approved By: City Of Cottage Grove

Signed: 
8A511E9BB97048B...

Date: 11/20/2023 | 12:53 PM

Submitted By: Kraus-Anderson Construction Company

Signed: 
F4D5F6D752524E2...

Date: 11/14/2023 | 9:45 AM C

Accepted By: Wold Architects & Engineers

Signed: 
E462463603DC4EF...

Date: 11/14/2023 | 9:56 AM C



23350 County Road 10
Corcoran, MN 55357
Ph : 763-498-7844

Change Proposal

To: Kraus Anderson
416 South Broadway
Rochester, MN 55904

Number: 7
Date: 9/13/23
Job: 66001 City Cottage Grove-Glacial 6A
Phone:

Description: Added Thermally Modified Siding-RFI # 049

Proposed are the following changes:
See pricing below for added interior Thermally Modified Siding in room 107 per RFI # 049 response.
\$150.00 Material cost. Added furring over CMU Room 107 and 110.

The total amount to provide this work is \$5,227.42
(Please refer to attached sheet for details.)

Pricing subject to review/change if not approved within 14 days of receipt.

Submitted by: _____ Approved by: _____
Date: _____



23350 County Road 10
Corcoran, MN 55357
Ph : 763-498-7844

Change Proposal 7 Price Breakdown
Continuation Sheet

Description: Added Thermally Modified Siding-RFI # 049

Description	Labor	Material	Equipment	Subcontract	Other	Price
Rough Carpentry	\$1,950.00	\$2,935.64				\$4,885.64
Subtotal:						\$4,885.64
		OH & P Work Self Performed		\$1,950.00	10.00%	\$195.00
			OH & P	\$2,935.64	5.00%	\$146.78
Total:						\$5,227.42



EBERT CONSTRUCTION

COST ISSUE
DATE: 9/12/2023

TO: Jake Stolquist
Ebert Construction
23350 County Road 10
Corcoran, MN 55357

PROJECT: 66001 Glacial Valley 6A
RE: PCO #Added Thermally Modified
DATE: 9/7/2023
TIME EXTENSION REQUESTED:
DESCRIPTON:

Additional 120 sq ft of furring and thermally modified wood and trims.

MATERIAL/LABOR BREAK-DOWN							AMOUNT
Carpenter	Install furring at added thermally modified wood at north elevation.	4	Hrs	@	\$85.00	Hr	= \$340.00
Carpenter	Install approx. 120 sq ft of additional thermally modified wood at north elevation.	16	Hrs	@	\$85.00	Hr	= \$1,360.00
Equipment	Scaffold/Lift	1	L/S	@	\$250.00	L/S	= \$250.00

APPROVAL
SIGN:
DATE:
TOTAL ADDITIONAL COST:
\$1,950.00
DISTRIBUTION
EBERT CONSTRUCTION
Prepared By:

Kevin Roehl



Sales Order

Intectural, Inc.
1025 London Road
Duluth, MN 55802
Ph: (877) 970-7877
Fax: (218) 336-8599

Order Number: 0023914
Order Date: 9/7/2023

Salesperson: IH
Customer Number: 0003018

Sold To:
Ebert Construction
23350 County Road 10
Corcoran, MN 55357

Ship To:
Ebert Construction
23350 County Road 10
JAKE 763-233-9202 & 763-498-7844
business delivery, forklift on site
Corcoran, MN 55357
Phone:
763-498-7844

Contact:
Jake Stolquist

Customer P.O.	Ship VIA	F.O.B.	Terms				Estimated Ship Date	
PrePay								
Item Code		FSC	Whse:	Ordered	Shipped	Back Order	Price	Amount
AW-TG-ASH-4			000	312	0.000	0	5.37	1,675.44
NATRL Ash - 5" Arbor Wood Tongue & Groove Siding 5 in. x .75 in.								
/ARBOR WOOD FINISH								390.00
Arbor Wood Finish. Finished products are not returnable.								
Clear oil cutek, \$1.25/lf								
/PALLET								130.00
Pallet and Handling Fee. This order will be delivered on a pallet and will require a forklift/skidsteer or sufficient labor to unload. Please reach out with any concerns on receiving LTL deliveries.								
freight quote QT87048681								

PRICE AND PAYMENT Prices for each Product are stated in U.S. Dollars. Intectural reserves the right to correct any inaccurate invoices or errors in previously communicated prices. Unless specified otherwise in writing by Intectural, Buyer shall make payment in full, including payment of all costs, taxes and charges set forth in Section 13, prior to delivery pursuant to Section 3 or Section 4, as applicable.

INTECTURAL'S SHIPMENT ARRANGEMENTS If Intectural agrees in writing to arrange for shipment of the Products at Buyer's risk and expense, Buyer shall accept deliveries and shall be liable for any additional costs suffered by Intectural in the event of wrongful refusal or delay in accepting delivery, in failing to provide premises, services or information for Intectural to effect safe delivery, or in the event of future deliveries being withheld through Buyer's non-payment. If Intectural has the Products delivered to Buyer's premises, Buyer shall unload the Products. Any time or date specified for delivery is given in good faith as an estimate only and Intectural shall not be liable for any direct or indirect loss, damage or expense howsoever arising from any delay in delivery. Intectural may deliver by installments and may treat each delivery as a separate contract.

A SERVICE CHARGE of 1.5% per month (18% Annual) will be charged on all past due amounts.

There is a 20% restock fee on all cancellations and returns after 24 hours and/or orders that have left our facility.

Full Terms and Conditions of Sale can be found at: www.intectural.com/terms

Net Order:	2,195.44
Less Discount:	0.00
Freight:	411.00
Sales Tax:	179.20
Order Total:	2,785.64
Less Deposit:	0.00
Order Balance:	2,785.64

Order approval signature_____



REQUEST FOR INFORMATION

Kraus-Anderson
2210103- - Cottage Grove Glacial Valley Park

DATE: 8/31/2023 UTC
RFI #: 49

TO: Wold - Architectural

FROM: Jake Stolquist
Ebert Construction

PHONE:

EMAIL:

CC: Matt Harder, Dan Kjellberg, Rachel Struckman

PHONE: (763) 498-7844

EMAIL: jstolquist@ebertcompanies.com

DUE BY: 9/5/2023 UTC

SUBJECT: Interior Thermally Modified Siding Clarification RM 107

DRAWING REFERENCE:
SPEC SECTION:

QUESTION

Page A2.001 Room 107- Classroom Program shows thermally modified siding being installed on the North side of the room as Keynote 18. The elevation drawing E3/A4.706 shows the thermally modified extending up roughly 9' in elevation off floor. After reviewing conditions onsite I questioned if the intent was to run the thermally modified to the roof deck to cover the exposed CMU?

In that same location we transition from steel stud to CMU behind the Thermally modified. Detail F3/A4.705 shows the thermally modified wood directly installed to CMU. Typically we would see this siding furred out $\frac{3}{4}$ " over the CMU locations.

Please provide direction if thermally modified can be installed over furring strips.

SUGGESTION:

DRAWINGS

RESPONSES



REQUEST FOR INFORMATION

DATE: 8/31/2023 UTC
RFI #: 49

Kraus-Anderson
2210103- - Cottage Grove Glacial Valley Park

DATE	FROM (FIRM)	FROM (CONTACT)
September 5, 2023 at 1:57 PM UTC	Wold Architects & Engineers	Allison Timmins

The intent with the thermally modified siding is to cover the exposed CMU. Please run this to the roof deck.

Installing the thermally modified siding over furring strips is acceptable.



REQUEST FOR INFORMATION

DATE: 8/31/2023 UTC
RFI #: 49

Kraus-Anderson
2210103- - Cottage Grove Glacial Valley Park

TO: Wold - Architectural

FROM: Jake Stolquist
Ebert Construction

PHONE:

PHONE: (763) 498-7844

EMAIL:

EMAIL: jstolquist@ebertcompanies.com

CC: Matt Harder, Dan Kjellberg, Rachel Struckman

DUE BY: 9/5/2023 UTC

SUBJECT: Interior Thermally Modified Siding Clarification RM
107

DRAWING REFERENCE:
SPEC SECTION:

QUESTION

Page A2.001 Room 107- Classroom Program shows thermally modified siding being installed on the North side of the room as Keynote 18. The elevation drawing E3/A4.706 shows the thermally modified extending up roughly 9' in elevation off floor. After reviewing conditions onsite I questioned if the intent was to run the thermally modified to the roof deck to cover the exposed CMU?

In that same location we transition from steel stud to CMU behind the Thermally modified. Detail F3/A4.705 shows the thermally modified wood directly installed to CMU. Typically we would see this siding furred out $\frac{3}{4}$ " over the CMU locations.

Please provide direction if thermally modified can be installed over furring strips.

SUGGESTION:

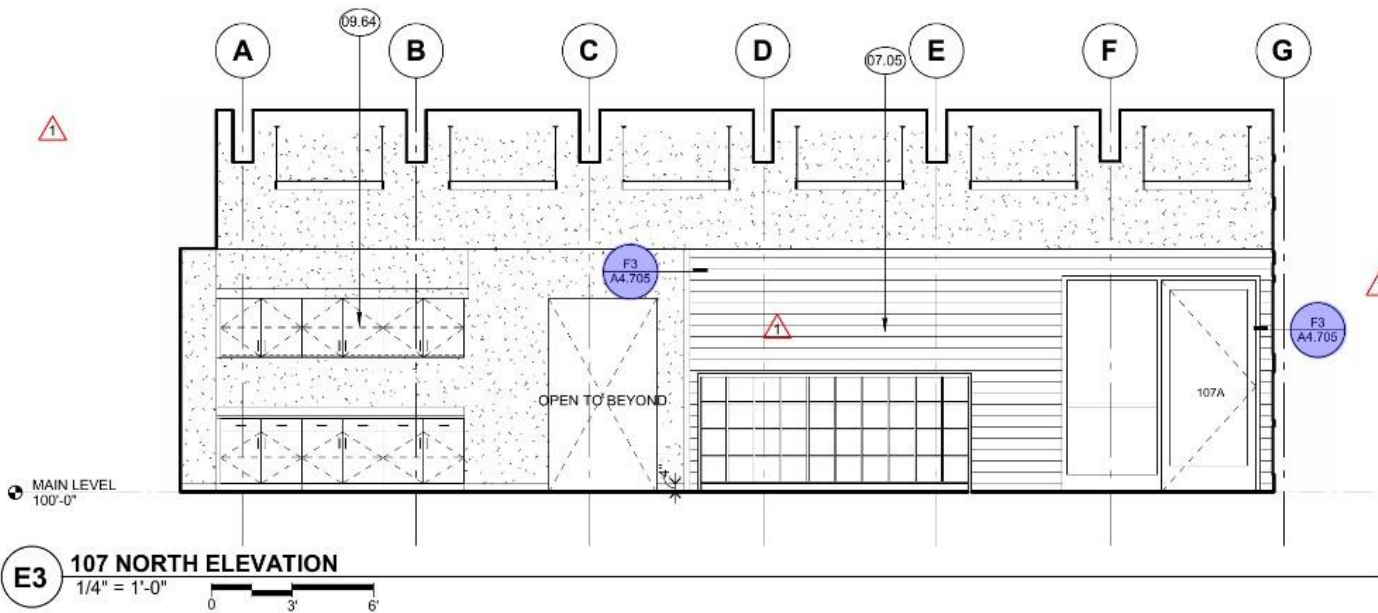
DRAWINGS

RESPONSES

THE INTENT WITH THE THERMALLY MODIFIED SIDING IS TO COVER THE EXPOSED CMU. PLEASE RUN THIS TO THE ROOF DECK.

INSTALLING THE THERMALLY MODIFIED SIDING OVER FURRING STRIPS IS ACCEPTABLE.







KRAUS-ANDERSON®
Construction Company

501 South Eighth Street
Minneapolis MN 55404

Contract Change Order

Project: 2210103-02 Cottage Grove Glacial Valley Park
12800 Ravine Parkway South
Cottage Grove, MN 55016

Contract #: 2210103-WS 26-A
Contract Change Order #: 3
Change Order Date: 12/13/23

To Contractor : Vinco, Inc.
18955 Forest Boulevard North, P.O. Box 907
Forest Lake, MN 55025

THE CONTRACT IS CHANGED AS FOLLOWS:

PCO	Item	Description	Amount
20	1	Additional Rough-In/Raceway for Owner AV Vendor - RFI 44.	\$1,832.07
22	1	Electrical per Wold PR #10.	\$1,111.28

Total **\$2,943.35**

The original Contract Sum was	\$361,125.00
The net change by previously authorized Change Orders was	\$20,593.61
The Contract Sum prior to this Change Order was	\$381,718.61
The Contract Sum will be increased by this Change Order	\$2,943.35
The new Contract Sum will be	\$384,661.96

NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR

Kraus-Anderson Construction Company

CONSTRUCTION MANAGER *(Firm name)*

501 South Eighth Street
Minneapolis MN 55404

ADDRESS

BY *(Signature)*

Dan Kjellberg

(Typed name)

DATE:

Vinco, Inc.

CONTRACTOR *(Firm name)*

18955 Forest Boulevard North, P.O. Box 907
Forest Lake, MN 55025

ADDRESS

BY *(Signature)*

(Typed name)

DATE:

Wold Architects & Engineers

ARCHITECT *(Firm name)*

332 Minnesota Street - Suite W2000
Saint Paul, MN 55101

ADDRESS

BY *(Signature)*

Jacob Wollensak

(Typed name)

DATE:

City Of Cottage Grove

OWNER *(Firm name)*

8635 W. Point Douglas Rd
Cottage Grove, MN 55016

ADDRESS

BY *(Signature)*

Jennifer Levitt

(Typed name)

DATE:



Change Order Request

Project:
2210103-02
Cottage Grove Glacial Valley Park
12800 Ravine Parkway South
Cottage Grove, MN 55016

COR # 7.00

Date: 10/2/2023

To: Owner
City Of Cottage Grove
8635 W. Point Douglas Rd
Cottage Grove, MN 55016

From: Kraus-Anderson Construction Company
501 South Eighth Street
Minneapolis, MN 55404

PCO # 20 - Vinco: Addtl Rough-In/Raceway for Owner AV Vendor - RFI 44

Item #	Description	Vendor	Amount
1	Additional Rough-In/Raceway for Owner AV Vendor - RFI 44.	Vinco, Inc.	\$1,832.07
Total For Change Order			\$1,832.07

Approved By: City Of Cottage Grove

Signed:
8A511E9BB97048B...
Date: 11/3/2023 | 9:10 AM CD

Submitted By: Kraus-Anderson Construction Company

Signed:
F4D5F6D752524E2...
Date: 10/12/2023 | 2:44 PM CD

Accepted By: Wold Architects & Engineers

Signed:
E462463603DC4EF...
Date: 10/31/2023 | 9:20 AM CD



REQUEST FOR CHANGE #2

To: Kraus-Anderson Construction
501 South Eighth Street
Minneapolis, MN 55404
Attn: Dan Kjellburg

RFC #: 2
ITEM(S) #: 1

Date: 9/25/2023
From: Matt Rivera
Project: Cottage Grove Glacial Valley Park

ITEM #1

Scope of Change: Additional Rough-In and Raceway for Owner AV Vendor.

Labor:	11.36	X	\$125.00 /hr	=	\$1,420.00
Material:	\$229.85	X	1	=	\$229.85
Equipment:	\$0.00	X	1	=	\$0.00
Permit:	\$0.00	X	1	=	\$0.00
Misc:	\$0.00	X	1	=	\$0.00
Mark-Up (10%):	\$1,649.85	X	10.00%	=	\$164.99
Subcontractor:	\$0.00	X	1	=	\$0.00
Sub Mark-Up (5%):	\$0.00	X	5.00%	=	\$0.00
Tax:	\$229.85	X	7.50%	=	\$17.24
Bond:	\$0.00	X	1.00%	=	\$0.00
TOTAL:				=	\$1,832.07

Total Request for Change: **\$1,832.07**

Matthew Rivera

9/25/2023

Matthew Rivera
Commercial Department Manager
VincO Inc.

Date

	A	B	C	D
	DocuSign Envelope ID: 6C3FA4E6-22BA-4316-88B0-1C39B4A6E723			
1	Item Name	Quantity	Material	Labor
2	1/2 EMT CONDUIT	100.00	\$74.29	2.98
3	1/2 EMT CONN S/S	20.00	\$5.48	1.19
4	1/2 EMT COUP S/S	50.00	\$18.18	2.24
5	BOX SUPPORTS-CLIP ON	16.00	\$16.03	0.72
6	DPLX 5-20R COMMERCIAL	3.00	\$11.23	0.89
7	4/S BOX 2-1/8" DEEP	16.00	\$75.23	2.38
8	4/S 5/8" DEEP 1G MUD RING	10.00	\$20.36	0.75
9	4/S 5/8" DEEP 2G MUD RING	3.00	\$9.05	0.22
10			\$229.85	11.36



REQUEST FOR INFORMATION

Kraus-Anderson
2210103- - Cottage Grove Glacial Valley Park

DATE: 8/22/2023 UTC
RFI #: 44

TO: Wold - Electrical

FROM: Matthew Rivera
Vinco, Inc.

PHONE:
EMAIL:

PHONE: (651) 709-5964
EMAIL: m.rivera@vinco-inc.com

CC: Wold - Architectural, Matt Harder,
Rachel Struckman

DUE BY: 8/23/2023 UTC

SUBJECT: Electrical Coordinations

DRAWING REFERENCE:
SPEC SECTION:

QUESTION

Please see attached RFI.

SUGGESTION:

DRAWINGS

RESPONSES

<u>DATE</u>	<u>FROM (FIRM)</u>	<u>FROM (CONTACT)</u>
August 30, 2023 at 8:51 PM UTC see attached comments	Wold Architects & Engineers	Sean McNamara



REQUEST FOR INFORMATION #5

RFI #: 5

Date: 8/22/2023

Project Name: Glacial Valley Park

To: Kraus Anderson Construction
501 South Eighth Street
Minneapolis, MN 55404

Attn: Dan Kjellberg

Subject: Electrical Coordination

Request: What is the height of the camera located on the north west wall of the building?
Interior cameras shall be mounted at 9'-0", exterior cameras shall be mounted at 10'-0"
In multipurpose room 110 there are junction boxes in the north east corner with circuit
number 81, the two junction boxes are stacked in the wall and interconnected together
What are the elevations for these boxes?
The owners AV rep is AVI - Jason Breska @ 952-949-6051
The vestibules and the canopys have circuitry labeled for the lighting but do not have any
control scheme for them. Are these lights to be on 24/7 or how are these to be controlled?
Control shall be by time clock through the BAS system. PR for relay panel to be issued
What are the heights for the receptacles and power for AV in the multi purpose rooms with
note 13?
The owners AV rep is AVI - Jason Breska @ 952-949-6051

Response Requested By: 8/16/2023

From: Matt Rivera
Vinco, Inc.
Project Manager
612-709-5964



Change Order Request

Project:	2210103-02 Cottage Grove Glacial Valley Park 12800 Ravine Parkway South Cottage Grove, MN 55016	COR #	9.00
		Date:	10/12/2023
To: Owner	City Of Cottage Grove 8635 W. Point Douglas Rd Cottage Grove, MN 55016	From:	Kraus-Anderson Construction Company 501 South Eighth Street Minneapolis, MN 55404

PCO # 22 - Wold PR #10 - Electrical Clarifications

Item #	Description	Vendor	Amount
1	Electrical per Wold PR #10.	Vinco, Inc.	\$1,111.28
Total For Change Order			\$1,111.28

Approved By:	City Of Cottage Grove	Signed:	DocuSigned by: 8A511E9BB97048B...	Date:	11/20/2023 12:52 PM
Submitted By:	Kraus-Anderson Construction Company	Signed:	DocuSigned by: F4D5F6D752524E2...	Date:	11/14/2023 9:44 AM C
Accepted By:	Wold Architects & Engineers	Signed:	DocuSigned by: E462463603DC4EF...	Date:	11/14/2023 9:57 AM C

CITY OF COTTAGE GROVE - GLACIAL VALLEY PARK BUILDING

Vinco Inc

PO BOX 907

Forest Lake, MN 55025

Project Manager: Matt Rivera

Date : 9/27/23

PCO #: 22

PR/SI # 10

COST SUMMARY

Description	Cost	Notes/Attachments
Labor Total	\$ 731.25	(Auto Fill from Sub-Total Below)
Materials and Equipment Total	\$ 266.88	(Auto Fill from Sub-Total Below)
Tax on Materials and Equipment Only	\$ 13.34	<<< Provide Sales/Use Tax Total
Self Performed Subtotal	\$ 998.13	
10% Overhead and Profit	\$ 99.81	(10% is the max fee allowed on CO's)
Self Performed Total	\$ 1,097.94	
Subcontractors	\$ -	Auto Fill from Sub-Total Below
5% Overhead and Profit on Subs	\$ -	(5% is the max allowed on subcontractors)
Subcontractor Total	\$ -	
TOTAL COST OF CHANGE	\$ 1,111.28	

Signature: Matthew Rivera

Contractor acknowledges no other Costs associated with this PCO.

PROVIDE DETAIL BREAKDOWN BELOW:

Labor By Task		Qty	Unit	Unit Cost	Total Cost
New Ckt to gargae door opener.		5.85	HR	\$ 125.00	\$ 731.25
					\$ -
					\$ -
					\$ -
Sub-Total					\$ 731.25
Materials and Equipment By Task		Qty	Unit	Unit Cost	Total Cost
See attached Extension Report					\$ 266.88
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Sub-Total					\$ 266.88
Sub-Contractor Proposals		Description of Work			Total Cost
					\$ -
					\$ -
					\$ -
					\$ -
Sub-Total		(Attach Sub-Contractor Proposals)			\$ -



KRAUS-ANDERSON®
Construction Company

**501 South Eighth Street
Minneapolis, MN 55404**

Request For Proposal

Project:	2210103-02 Cottage Grove Glacial Valley Park 12800 Ravine Parkway South Cottage Grove, MN 55016	PCO #:	22
		Date:	10/05/2023

To: Matt Harder, Kraus-Anderson Construction Company
Zac Docter, City Of Cottage Grove
Matthew Rivera, Vinco, Inc.
Jacob Wollensak, Wold Architects & Engineers
Michael Stephens, Wold Architects & Engineers
Allison Timmins, Wold Architects & Engineers

Please provide a cost breakdown in accordance with the Contract Documents and a Summary for the Change described herein and on the attachments (if any) listed. All responses are required within seven (7) days.

This is not an authorization to proceed with the work described herein unless and until approved by the Owner. On approval, this change will be included in a Change Order, which will provide the formal Contract Change.

DESCRIPTION OF PROPOSAL:

Please provide a cost estimate per the attached Wold Architects and Engineers PR #10 dated October 3, 2023 regarding electrical clarifications.

Attachments: Wold PR #10 dated 10/3/23

☐ We have reviewed the PCO and acknowledge that it is a "no change" item and does not affect our completion date.

Signed By: _____ Date: _____

Company Name: _____



PROPOSAL REQUEST

City of Cottage Grove	Glacial Valley Park Building
Kraus-Anderson	Attn: Dan Kjellberg/Rachel Struckman
501 South Eighth Street	
Minneapolis, MN 55404	
612.332.7281	
dan.kjellberg@krausanderson.com / rachel.struckman@krausanderson.com	

Submit an itemized (labor and material) quotation for the proposed modifications to the contract documents as described herein within 21 days of receipt. If a cost is not submitted within 21 days, this Proposal Request can be accepted at no additional cost. Written approval is required prior to proceeding with this change. COST EXPECTATIONS: ☐ DEDUCT ☐ NO COST ☒ ADD	PR: 10
	Comm: 222064
	Const. Pkg: [Status]

Distribution:

- ☐ Adam Moshier, CG
- ☐ Zac Dockter, CG
- ☒ Dustin Phillips, KA
- ☒ Jake Wollensak, Wold
- ☒ Tom Clark, Wold
- ☒ Michael Stephens, Wold
- ☒ Allison Timmins, Wold
- ☐ Pat Jansen, Wold
- ☐ Angel Gonzalez, Wold
- ☒ Sean McNamara, Wold
- ☒ Derek Peterson, Wold
- ☐ Linda Peters, BKBM
- ☐ Drew Luebke, BKBM
- ☐ Jay Pomeroy, BMI
- ☐ Jeff Toutant, BMI

Item	Description
1	Electrical Clarifications
1.1	See revised sheet E1.00 for garage door location, control and circuit.

Attachments: E1.00

Issued By: Sean McNamara

Date: 10/03/23

Wold Architects and Engineers
 332 Minnesota Street, Suite W2000
 Saint Paul, MN 55101
 woldae.com | 651 227 7773

PLANNERS
ARCHITECTS
ENGINEERS

MN

A

B

C

D

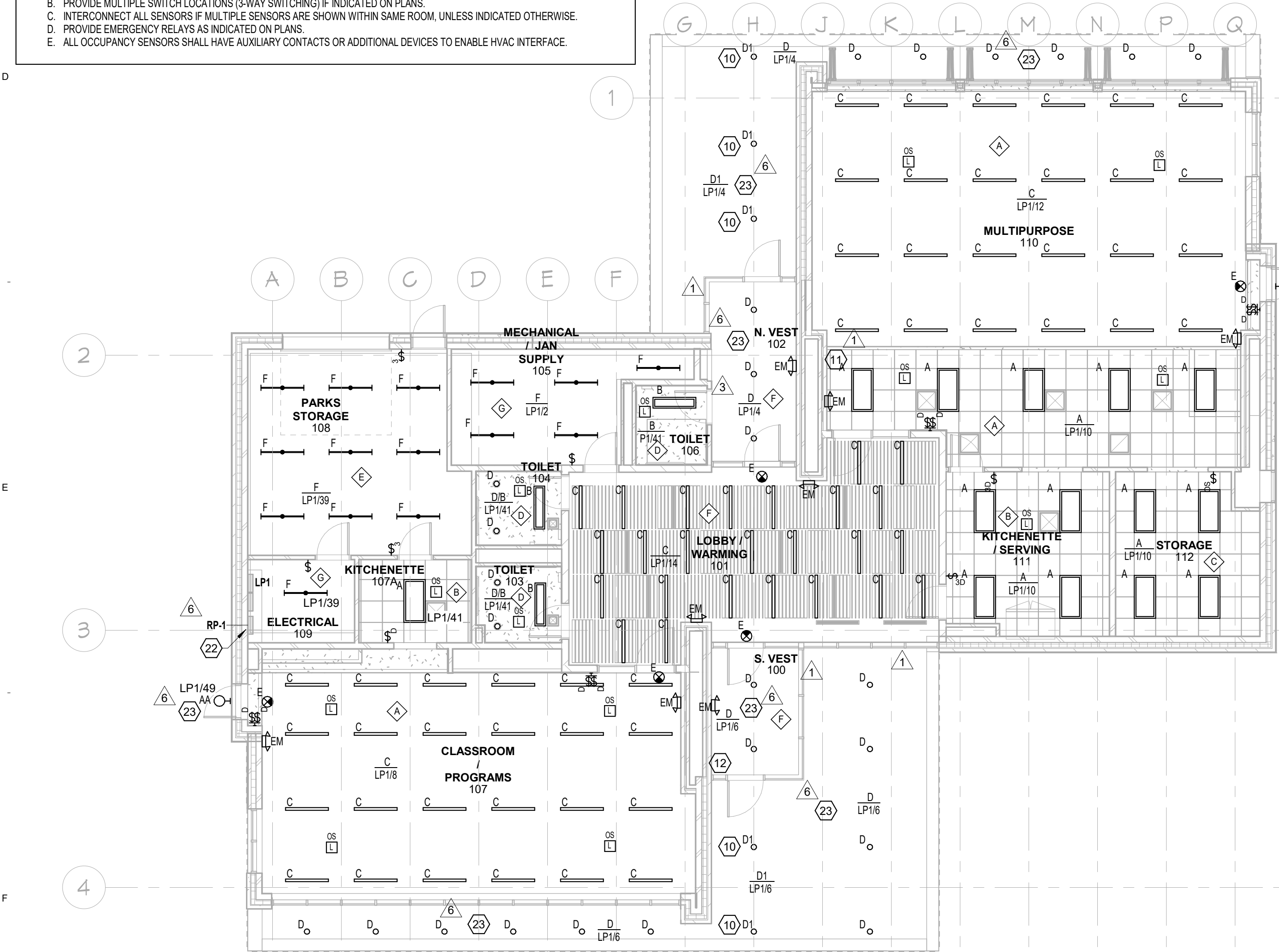
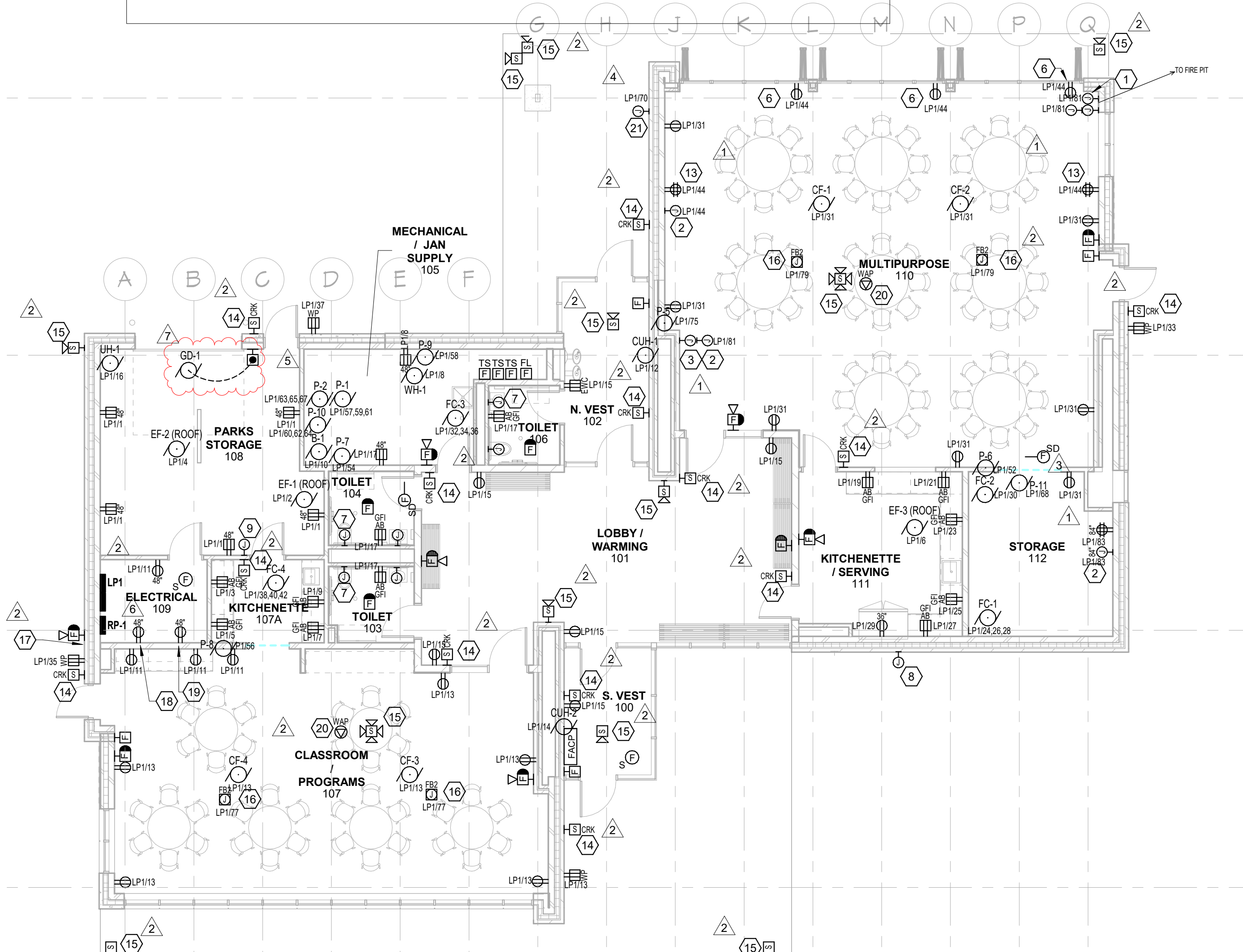
E

F

E

3 PHASE FEEDER SCHEDULE (COPPER)			
FEEDER 3W (NO NEUTRAL)		FEEDER 4W (WITH NEUTRAL)	
ID	(AMPS)	CONDUIT-PHASE-GROUND	CONDUIT-PHASE-GROUND
20A	(1) 1/2", 3#12-1#12G	(1) 1/2", 4#12-1#12G	
30A	(1) 3/4", 3#10-1#10G	(1) 3/4", 4#10-1#10G	
40A	(1) 3/4", 3#8-1#8G	(1) 3/4", 4#8-1#8G	
50A	(1) 1", 3#6-1#6G	(1) 1", 4#6-1#6G	
60A	(1) 1 1/8", 3#4-1#4G	(1) 1 1/8", 4#4-1#4G	
80A	(1) 1 1/2", 3#3-1#3G	(1) 1 1/2", 4#3-1#3G	
100A	(1) 1 5/8", 3#1-1#1G	(1) 1 5/8", 4#1-1#1G	
125A	(1) 1 5/8", 3#1-1#1G	(1) 1 5/8", 4#1-1#1G	
150A	(1) 1 5/8", 3#10-1#10G	(1) 1 5/8", 4#10-1#10G	
175A	(1) 1 5/8", 3#20-1#20G	(1) 2", 4#20-1#20G	
200A	(1) 2", 3#30-1#30G	(1) 2", 4#30-1#30G	
225A	(1) 2", 3#40-1#40G	(1) 2 1/2", 4#40-1#40G	
250A	(1) 2", 3#50-1#50G	(1) 2 1/2", 4#50-1#50G	
300A	(1) 2 1/2", 3#50-1#50G	(1) 3", 4#50-1#50G	
400A	(2) 2", 3#50-1#50G	(2) 2", 4#50-1#50G	
500A	(2) 2", 3#50-1#50G	(2) 2 1/2", 4#50-1#50G	
600A	(2) 2 1/2", 3#50-1#50G	(2) 3", 4#50-1#50G	
800A	(3) 2 1/2", 3#50-1#50G	(3) 2 1/2", 4#50-1#50G	
1000A	(3) 3", 3#40-1#40G	(3) 3", 4#40-1#40G	
1200A	(4) 3", 3#35-1#35G	(4) 3", 4#35-1#35G	
1600A	(5) 3", 3#40-1#40G	(5) 3", 4#40-1#40G	
2000A	(6) 3", 3#40-1#40G	(6) 3", 4#40-1#40G	
2500A	(7) 3", 3#50-1#50G	(7) 3", 4#50-1#50G	
3000A	(8) 3", 3#50-1#50G	(8) 3 1/2", 4#50-1#50G	
GENERAL NOTES: A. THE ABOVE FEEDER SCHEDULE IS A SCHEDULE OF TYPICAL FEEDERS AND SOME SIZES MAY NOT BE UTILIZED. B. CONDUCTOR AMPACITIES ARE BASED ON TABLE 310-15 OF THE NEC FOR COPPER CONDUCTOR AT 90 DEG C FOR 100A AND BELOW. AMPACITIES ARE BASED ON 75 DEG C FOR 125A AND ABOVE. C. FEEDER SIZES SHOWN ON THE RISER DIAGRAM INDICATE FEEDER AMPACITIES AND DO NOT NECESSARILY CORRESPOND TO CIRCUIT BREAKER AMPACITIES. CERTAIN FEEDERS MAY BE SIZED FOR THE DURATION FACTORS REQUIRED BY CODE AND/OR ARE OVERSIZED FOR VOLTAGE DROP. D. WHERE PARALLEL CONDUITS ARE INDICATED FOR A SINGLE FEEDER, EACH CONDUIT SHALL CONTAIN PHASE, NEUTRAL AND GROUND CONDUCTORS INDICATED. E. CONDUIT ABOVE GRADE OUTDOORS SHALL BE EMT. CONDUIT ABOVE GRADE OUTDOORS SHALL BE GALVANIZED IMC OR RMC. F. EMT USED FOR PURPOSES OF SIZING CONDUIT. CONTRACTOR TO UPSIZE CONDUIT IF DIFFERENT THAN EMT.			

PANELBOARD: LP1														
LOCATION: ELECTRICAL 109							VOLTAGE: 208Y/120 V, 3 ø 4 W.							
MOUNTING: SURFACE							A.F.C.... SEE SHORT CIRCUIT STUDY							
MAINS TYPE:							SPECIAL:							
MAINS AMPS: 400A														
BUS AMPS:														
FED FROM:														
#	BT	LOAD DESCRIPTION	LT	BKR	P	A	B	C	P	BKR	LT	LOAD DESCRIPTION	BT	#
1		PARKS STORAGE 108	RCPT	20 A	1	0.9	0.7			1	15 A	MTR	EF-1	2
3		KITCHENETTE 107A	RCPT	20 A	1		0.2	0.7		1	15 A	MTR	EF-2	4
5		KITCHENETTE 107A	RCPT	20 A	1			0.2	0.7	1	15 A	MTR	EF-3	6
7		KITCHENETTE 107A	RCPT	20 A	1	0.2	0.2			1	15 A	MTR	WH-1	8
9		KITCHENETTE 107A	RCPT	20 A	1			0.2	0.1	1	15 A	MTR	B-1	10
11		ELEC 109/CLASS 107	RCPT	20 A	1			0.7	0.5	1	15 A	MTR	CUH-1	12
13		CLASSROOM 107	MTR	20 A	1	1.1	0.5			1	15 A	MTR	CUH-2	14
15		LOBBY 101/N&S VEST	RCPT	20 A	1		1.1	0.7		1	15 A	MTR	UH-1	16
17		RESTROOMS/MECH 105	RCPT	20 A	1			0.7	4.4	3	60 A	MTR	CU-1	18
19		KITCHENETTE 111	RCPT	20 A	1	0.2	4.4			--	--	--	--	20
21		KITCHENETTE 111	RCPT	20 A	1		0.2	4.4		--	--	--	--	22
23		KITCHENETTE 111	RCPT	20 A	1			0.2	0.8	3	30 A	MTR	FC-1	24
25		KITCHENETTE 111	RCPT	20 A	1	0.2	0.8			--	--	--	--	26
27		KITCHENETTE 111	RCPT	20 A	1		0.2	0.8		--	--	--	--	28
29		KITCHENETTE 111	RCPT	20 A	1			0.2	0.9	1	15 A	MTR	FC-2	30
31		MULTI 110/STOR 112	MTR	20 A	1	1.3	0.6			3	30 A	MTR	FC-3	32
33		EXTERIOR	RCPT	20 A	1		0.2	0.6		--	--	--	--	34
35		EXTERIOR	RCPT	20 A	1			0.2	0.6	--	--	--	--	36
37		EXTERIOR	RCPT	20 A	1	0.2	0.8			3	30 A	MTR	FC-4	38
39		STORAGE 108/ ELEC 109	LTG	20 A	1		0.4	0.8		--	--	--	--	40
41		TOILET/KITCH 107A	LTG	20 A	1			0.3	0.8	--	--	--	--	42
43		MECHANICAL 105	LTG	20 A	1	0.2	1.3			1	20 A	Other...	MULTIPURPOSE 110	44
45		N. VEST./N. EXTERIOR	LTG	20 A	1		0.2	4.4		3	60 A	MTR	CU-4	46
47		S. VEST./S. EXTERIOR	LTG	20 A	1			0.2	4.4	--	--	--	--	48
49		CLASSROOM 107	LTG	20 A	1	1.7	4.4			--	--	--	--	50
51		KITCH/STORM/MULTI...	LTG	20 A	1		0.5	1.2		1	15 A	MTR	P-6	52
53		MULTIPURPOSE 110	LTG	20 A	1			1.7	1.2	1	15 A	MTR	P-7	54
55		LOBBY 101	LTG	20 A	1	1.8	1.2			1	15 A	MTR	P-8	56
57		P-1	MTR	30 A	3			2.0	0.5	1	15 A	MTR	P-9	58
59	--	--	--	--	--			2.0	0.3	3	30 A	MTR	P-10	60
61	--	--	--	--	--			2.0	0.3	--	--	--	--	62
63	P-2	MTR	30 A	3				2.0	0.3	--	--	--	--	64
65	--	--	--	--	--			2.0	0.0	1	20 A	--	MONUMENT LIGHTS	66
67	--	--	--	--	--			2.0	0.1	1	20 A	MTR	CONDENSATE PUMP	68
69		CU-2	MTR	20 A	2			1.4	0.0	1	20 A	Other	AED	70
71		GD-1	MTR	20 A	1	0.7	2.9			--	--	--	--	74
73		P-5	MTR	15 A	1			1.2	0.0	1	20 A	--	SPARE	76
77		FLOORBOX 107	RCPT	20 A	1			0.0	0.0	1	20 A	--	SPARE	78
79		FLOORBOX 110	RCPT	20 A	1	0.0	0.0			1	20 A	--	SPARE	80
81		MULTIPURPOSE 110	Other	20 A	1	0.0	0.0			1	20 A	--	SPARE	82
83		STORAGE 112	Other	20 A	1			0.4	0.0	1	20 A	--	SPARE	84
TOTAL LOAD:						30 kVA	24 kVA	27 kVA						
TOTAL AMPS:						257 A	200 A	233 A						
LOAD CLASSIFICATION		CONNECTED	DEMAND	ESTIMATED	PANEL TOTALS									
LTG		7062 VA	125.00%	8828 VA	CONNECTED LOAD: 81776 VA									
MTR		65399 VA	105.08%	68723 VA	ESTIMATED DEMAND: 86730 VA									
Other		0 VA	0.00%	0 VA	CONNECTED CURRENT: 227 A									
RCPT		9900 VA	100.00%	9900 VA	EST. DEMAND CURRENT: 241 A									
Load Types (LT): COOL - Summer Cooling, ELEV- Elevator, EQ - Equipment, EX - Existing, GND - Grounding, HEAT - Winter Heating, KITCH- Kitchen, L MTR - Largest Motor, LTG - Lighting, MTR - Motor, RCPT - Receptacle														
Breaker Types (BT): AF = Arc Fault, GF = Ground Fault Circuit Interrupt, GE = Ground Fault Equipment Protection (30mA), SH = Shunt Trip, EX = Existing, NX = New Breaker For Existing Panel, M = Metered														
NOTES:														

F1 LIGHTING PLAN
1/8" = 1'-0"F4 POWER & SYSTEMS PLAN
1/8" = 1'-0"

GENERAL SHEET NOTES - POWER	
A.	SOME NOTES MAY NOT APPLY TO THIS SHEETS.
B.	ALL BOXES, CONDUIT AND WIRING TO BE CONCEALED. NO EXPOSED BOXES, CONDUIT AND WIRING SHALL BE ALLOWED UNLESS NOTED OTHERWISE.
C.	COORDINATE DEVICE LOCATIONS WITH OTHER TRADES INCLUDING HVAC EQUIPMENT, DUCTWORK, SPRINKLER PIPING AND BUILDING STRUCTURAL MEMBERS.
D.	NO MULTIBRANCH CIRCUIT ALLOWED. PROVIDE A SEPARATE NEUTRAL WITH EACH CIRCUIT.
E.	VERIFY LOCATIONS AND ROUGH-IN REQUIREMENTS OF ALL OWNER FURNISHED EQUIPMENT PRIOR TO ROUGH-IN.
F.	CIRCUIT WIRING IS NOT SHOWN EXCEPT FOR SWITCHING INTENT OF FIXTURES AND CONTROL OF DEVICES.
G.	PROVIDE PROPER NUMBER OF CONDUCTORS TO ACHIEVE CIRCUIT REQUIREMENTS. SHOWING CIRCUIT NUMBERS AT DEVICES CIRCUIT PURPOSES AND ARE FOR DISTINGUISHING CIRCUITS. RECORD AS-BUILT CIRCUITING IN A TYPED AND DATED PANELBOARD SCHEDULE.
H.	CIRCUIT NUMBERS SHOWN ARE FOR SCHEMATIC PURPOSES AND ARE FOR DISTINGUISHING CIRCUITS. RECORD AS-BUILT CIRCUITING IN A TYPED AND DATED PANELBOARD SCHEDULE.
I.	PROVIDE SEPARATED CONDUITS FOR ALL EMERGENCY CIRCUITS. DO NOT COMBINE WITH NORMAL BUILDING WIRING.
J.	COORDINATE HEIGHTS OF ALL DEVICES WITH MILLWORK AND MODULAR FURNITURE SHOP DRAWINGS PRIOR TO ROUGH-IN.
K.	OFFSET BACK TO BACK BOXES AT LEAST 12 INCHES EXCEPT IN RESIDENT ROOMS WHERE PUTTYPADS SHALL BE PROVIDED (3M MPF+ OR EQUIVALENT).
L.	ALL RECEPTACLES TO BE TAMPER RESISTANT.
M.	SEE BRANCH CIRCUIT CONDUCTOR SIZING SCHEDULE ON SHEET E0.00.
N.	SEE MOTOR AND EQUIPMENT SCHEDULE ON SHEET E2.00.
O.	REFER TO MECHANICAL SHEETS FOR EXACT MOTOR LOCATIONS.

GENERAL SHEET NOTES - LIGHTING	
A.	SOME NOTES MAY NOT APPLY TO THIS SHEET.
B.	ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR WIRING ALL ELECTRICAL ITEMS SHOWN ON THIS DRAWING.
C.	ALL RECESSED LIGHTING FIXTURES IN LAY-IN CEILING SHALL BE INSTALLED WITH 6" LONG FLEXIBLE METAL CONDUIT.
D.	ALL MOUNTING HEIGHTS FOR LIGHTING FIXTURES ARE TO THE BOTTOM OF THE FIXTURES UNLESS INDICATED OTHERWISE.
E.	SEE ARCHITECTURAL EXTERIOR ELEVATIONS FOR MOUNTING HEIGHTS OF EXTERIOR LIGHTING FIXTURES.
F.	CIRCUIT WIRING IS NOT SHOWN EXCEPT FOR SWITCHING INTENT OF FIXTURES AND CONTROL OF DEVICES.
G.	PROVIDE PROPER NUMBER OF CONDUCTORS TO ACHIEVE CIRCUIT REQUIREMENTS. SHOWING CIRCUIT NUMBERS AT DEVICES CIRCUIT PURPOSES AND ARE FOR DISTINGUISHING CIRCUITS. RECORD AS-BUILT CIRCUITING IN A TYPED AND DATED PANELBOARD SCHEDULE.
H.	CIRCUIT NUMBERS SHOWN ARE FOR SCHEMATIC PURPOSES AND ARE FOR DISTINGUISHING CIRCUITS. RECORD AS-BUILT CIRCUITING IN A TYPED AND DATED PANELBOARD SCHEDULE.
I.	SEE BRANCH CIRCUIT CONDUCTOR SIZING SCHEDULE ON SHEET E0.00.
J.	ALL OCCUPANCY SENSORS SHALL HAVE AUXILIARY CONTACTS OR ADDITIONAL DEVICES TO ENABLE HVAC INTERFACE.

NORMAL OPERATING LIGHT FIXTURE. FEED FIXTURE USING EXISTING LIGHTING CIRCUITRY FROM NORMAL PANEL.

SWITCHED EMERGENCY LIGHT. FEED FIXTURE FROM EMERGENCY PANEL xxx VIA EMERGENCY RELAY AS INDICATED ON PLAN.

UNSWITCHED EMERGENCY LIGHT (NIGHT LIGHT). FEED FIXTURE FROM UNSWITCHED CIRCUIT IN EMERGENCY PANEL.

EMERGENCY LIGHTING UNIT AND EXIT LIGHT. FEED FROM UNSWITCHED CIRCUIT IN EMERGENCY PANEL xxx.

FIXTURE TYPE
FIXTURE NOTES

RELAY #/
PANEL CIRCUIT #

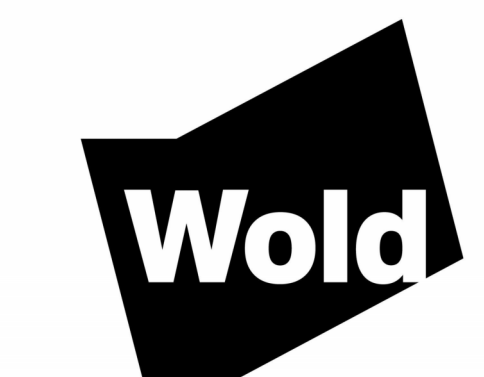
SWITCHING SCHEME

1. MAXIMUM ALLOWABLE WATTAGE FOR A LIGHTING CIRCUIT WILL NOT EXCEED 3500 (277V) OR 1800 (120V) WATTS.
2. REFER TO DIVISION 23 SPECIFICATIONS FOR MORE INFORMATION ON BAS LIGHTING CONTROLS.

KEYED SHEET NOTES	
1.	PROVIDE 120V CONNECTION WITH JUNCTION BOX AND 1/2" CONDUIT TO FIRE PIT. TIMER SWITCH AND EPO BY DIV 23.
2.	PROVIDE 3/4" CONDUIT WITH PULL STRING FROM JUNCTION BOX TO NEAREST ACCESSIBLE CEILING SPACE.
3.	PROVIDE 3/4" CONDUIT WITH PULL STRING BETWEEN JUNCTION BOXES.
4.	PROVIDE BATTERY BACK UP. BATTERY SHALL BE MOUNTED IN THE VESTIBULE, ABOVE CEILING.
5.	PROVIDE SINGLE GANG JUNCTION BOX FOR MOTORIZED SCREEN CONTROL AT SWITCH HIGH. PROVIDE 2ND JUNCTION BOX AT 96" WITH BLANK COVER PLATE. PROVIDE 1/2 CONDUIT WITH PULL STRING BETWEEN JUNCTION BOXES.
6.	PROVIDE RECEPTACLE FOR MOTORIZED SCREEN. REFER TO ARCHITECTURAL DETAILS FOR MOUNTING HEIGHT. INSTALL RECEPTACLE PER MANUFACTURER RECOMMENDATIONS.
7.	PROVIDE TWO JUNCTION BOXES AND 120V CONNECTION AT ONE FOR ELECTRIC PLUMBING CONNECTIONS. LOW VOLTAGE PLUMBING DEVICES BY DIV 22.
8.	PROVIDE JUNCTION BOX AND 120V CONNECTION FOR HEAT TRACE. HEAT TRACE BY DIV 22.
9.	PROVIDE 120V CONNECTION FOR CO DETECTION SYSTEM. CO SYSTEM BY DIV 23. COORDINATE LOCATION WITH DIV 23.
10.	PROVIDE 90 MINUTE BATTERY BACK UP. BATTERY SHALL BE INSTALLED IN THE VESTIBULE.
11.	MOUNT BATTERY PACK FOR D1 FIXTURES ABOVE ACCESSIBLE CEILING SPACE.
12.	MOUNT BATTERY PACK FOR D1 FIXTURES ABOVE ACCESSIBLE CEILING PANEL.
13.	PROVIDE POWER FOR AV EQUIPMENT. COORDINATE LOCATION WITH CITY VENDOR (AVI).
14.	PROVIDE JUNCTION BOX AND CONDUIT WITH PULL STRING BACK TO NEAREST ACCESSIBLE CEILING FOR CARD ACCESS (BY OWNER).
15.	PROVIDE JUNCTION BOX AND CONDUIT WITH PULL STRING BACK TO NEAREST ACCESSIBLE CEILING FOR SECURITY CAMERA (BY OWNER).
16.	ROUTE DATA CONDUIT FROM FLOOR BOX BACK TO ELECTRICAL ROOM. INCLUDE PULL STRING. ROUTE BACK TO ELECTRICAL PANEL.
17.	PROVIDE STUB OUT FOR FIBER. INCLUDE PULL STRING AND CAPS, TAG FOR FIBER.
18.	PROVIDE DEDICATED RECEPTACLE FOR OWNERS PATCH PANEL. COORDINATE LOCATION PRIOR TO INSTALLATION.
19.	PROVIDE DEDICATED RECEPTACLE FOR OWNERS HEAD END EQUIPMENT. COORDINATE LOCATION PRIOR TO INSTALLATION.
20.	PROVIDE JUNCTION BOX AND CONDUIT WITH PULL STRING BACK TO NEAREST ACCESSIBLE CEILING FOR WIRELESS ACCESS POINT.
21.	PROVIDE 1/2" CONDUIT STUBBED FROM AED BASE TO INTERIOR ACCESSIBLE WALL SPACE. ROUTE BACK TO ELECTRICAL PANEL.
22.	PROVIDE LIGHTING RELAY CONTROL PANEL.
23.	LIGHTING CONTROL SHALL BE BY TIME CLOCK VIA BAS SYSTEM. ROUTE THROUGH LIGHTING RELAY PANEL.

GLACIAL VALLEY
PARK BUILDING9900 RAVINE PKWY S
COTTAGE GROVE, MN 55106

222064

CITY OF COTTAGE
GROVE
8635 W POINT DOUGLAS RD S
COTTAGE GROVE, MN 55016WOLD ARCHITECTS
AND ENGINEERS
332 Minnesota Street, Suite W2000
Saint Paul, MN 55101

woldae.com | 651.227.7773

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed PROFESSIONAL ENGINEER MINNESOTA

License Number: 43936 Date: 11/8/22

Revisions	
Description	Date
ADD #1	11/28/2022
PR#1	3/17/2023
PR#4	7/12/2023
PR#5	7/12/2023
PR#6	8/7/2023
PR#8	9/14/2023
PR #10	10/3/2023



CG Glacial Valley Park Facility
City of Cottage Grove
12/12/2023

Description	CD Estimate Update	Bid Day Update	Current Overall Budget	
Update Date	10/04/22	12/12/23	#REF!	
PROJECT REVENUE / FUNDING		X	DO NOT MODIFY	
Funding	\$3,230,002.00	\$4,813,151.00	\$4,813,151.00	Final per Council Authorization on 11/2/22
TOTAL PROJECT REVENUE	\$3,230,002.00	\$4,813,151.00	\$4,813,151.00	
<i>Project Revenue Proportions</i>	67%	100%	100%	
PROJECT AREA BREAKDOWN				
New Construction GSF	5,221	5,221	5,221	
Total GSF	5,221	5,221	5,221	
Site Area (Acres)			0	
CONSTRUCTION COSTS				
Non Union Contracts with City	\$3,643,353	\$803,434	\$803,434.00	Bid Day
Union Contracts with KA		\$2,885,053	\$2,885,053.00	Bid Day
Design Contingency			\$0.00	
Total Bid Day	\$3,643,353	\$3,688,487	\$3,688,487.00	
GMP Contingency				
Remaining Contingency	\$182,168	\$149,954	\$149,954.24	
Pending Changer Orders		\$37,008	\$37,007.55	PCO Log Totals
Executed Change Orders		(\$17,781)	(\$17,780.79)	Executed Change Orders
Construction Management				
General Conditions	\$75,000	\$75,000	\$75,000.00	
CM Reimbursables	\$98,000	\$82,598	\$82,598.00	Reimbursables, Bonds, Insurance
Building Permit & Plan Review	\$0	\$40,819	\$40,819.00	Final Cost
Builders Risk Insurance	\$0	\$2,000	\$2,000.00	Budget
Construction Management Fee	\$109,301	\$110,655	\$110,654.61	3% (Site Work was Removed from Scope- 1.5% Does Not Apply)
Site Services	\$237,002	\$236,902	\$236,902.00	Based on 6 Months
CONSTRUCTION COSTS SUB TOTAL	\$4,344,823	\$4,405,642	\$4,405,641.61	
Construction Cost / GSF	\$832.18	\$843.83	\$843.83	
Percent Construction Cost	90%	91%	91%	
SOFT COSTS				
Design Fees and Reimbursable				
A/E Fee - Wold Architects	\$304,137.63	\$192,000.00	\$192,000.00	Based on email from Wold 6/27
A/E Reimbursable	\$15,206.88	\$4,000.00	\$4,000.00	Based on email from Wold 6/27
Permits, Plan Reviews & Fees				In Construction GMP (Above)
Building Permit & Plan Review		\$0.00	\$0.00	See Above- Chart to the right.
Plumbing Plan Review & Plumbing Permit		\$0.00	\$0.00	N/A
Dept. of Health (DOH) - Food Service Plan		\$0.00	\$0.00	N/A
Dept. of Health (DOH) - Water Main		\$0.00	\$0.00	N/A
City Project Review & Inspection Fee		\$0.00	\$0.00	N/A
State Surcharge		\$0.00	\$0.00	N/A
Metropolitan Council SAC	\$10,000.00	\$0.00	\$0.00	Estimate/Budget from Calculate- Wold Submit
WREC / WAC		\$0.00	\$0.00	Above
SREC / SAC		\$0.00	\$0.00	Above
Trunk Utilities (Storm, Sanitary, Water)		\$0.00	\$0.00	N/A
Park Dedication Fee		\$0.00	\$0.00	N/A
City/County Road Special Assessment		\$0.00	\$0.00	N/A
Sign Permits		\$0.00	\$0.00	N/A
Utilities - Connections				
Power	\$0.00	\$0.00	\$0.00	In other project.
Gas	\$0.00	\$0.00	\$0.00	In other project.
Fiber	\$0.00	\$0.00	\$0.00	In other project.
Phone	\$0.00	\$0.00	\$0.00	In other project.
Pre-Construction Surveys & Studies				
Site Survey		\$3,650.00	\$3,650.00	Bergerson-Caswell Inc. Geothermal Testings/Borings
Geotechnical Survey - Soil Borings		\$0.00	\$0.00	Paid out of separate Budget
Environmental Study (EAW Ph1/Ph2)		\$0.00	\$0.00	Paid out of separate Budget
Wetland Delineation, Watershed, MPCA		\$0.00	\$0.00	Paid out of separate Budget
Traffic & Parking Study		\$0.00	\$0.00	N/A
Hazardous Material Survey		\$0.00	\$0.00	N/A
Testing & Inspections				
Construction Surveying		\$5,000.00	\$5,000.00	Estimate
Construction Testing & Inspections	\$18,000.00	\$18,000.00	\$18,000.00	Budget
HVAC - Testing & Balancing		\$0.00	\$0.00	In Mechanical
HVAC - Commissioning		\$16,800.00	\$16,800.00	KA to Verify with Wold
Bidding, Legal, Finance & Misc.				
Bid Advertisement, Printing, Plan Distribution		\$0.00	\$0.00	N/A
Bond Issuance Fees		\$0.00	\$0.00	N/A
Legal Fee Allowance		\$0.00	\$0.00	N/A
Builders Risk Insurance	\$12,000.00	\$0.00	\$0.00	In Above
Land Purchase		\$0.00	\$0.00	N/A
Land Acquisition Expenses		\$0.00	\$0.00	N/A
Final Cleaning		\$0.00	\$0.00	In Bids
Moving, Storage, Transition		\$0.00	\$0.00	N/A
Signage		\$0.00	\$0.00	NA
Misc. Owner Expenditure		\$0.00	\$0.00	N/A
Soft/Owner Construction Contingency	\$8,983.61	\$85,000.00	\$85,000.00	Owner Budget
Pending Changer Orders				
Executed Change Orders				
FF&E Expenses				
Furniture Allowance/Costs		\$0.00	\$0.00	TBD (Budget in Contingency Below)
Specialty Equipment (Zamboni)		\$0.00	\$0.00	N/A
Equipment Allowance		\$0.00	\$0.00	N/A
Technology Allowance		\$0.00	\$0.00	TBD (Budget in Contingency Below)
Furnishings / Consultant Fees	\$0.00	\$0.00	\$0.00	In with Design Above
FFE Contingency	\$100,000.00	\$125,000.00	\$125,000.00	Budget
SOFT COSTS SUB-TOTAL	\$468,328.12	\$449,450.00	\$449,450.00	
Soft Costs / SF	\$89.70	\$86.09	\$86.09	
Percent Soft Costs	10%	9%	9%	
TOTAL PROJECT COSTS	\$4,813,151.36	\$4,855,091.61	\$4,855,091.61	Constr. Cost + Soft Costs
Project Cost / GSF	\$921.88	\$929.92	\$929.92	Total Project Cost / Total GSF
VARIANCE (OVER) / UNDER	(\$1,583,149.36)	(\$41,940.61)	(\$41,940.61)	Total Project Revenue / Total Project Costs



City Council Action Request

7.0.

Meeting Date 12/20/2023

Department Parks and Recreation

Agenda Category Action Item

Title Glacial Valley Park Ice Rink Board System Service Agreement Amendment

Staff Recommendation Authorize service agreement amendment with Becker Arena Products for the production and installation of acrylic glass and protective netting at Glacial Valley Park ice rink for the amount of \$45,439.00.

Budget Implication \$45,439 from Glacial Valley Park building project contingency funds.

Attachments

1.	Memo - GV Boards Service Agreement Amendment
2.	Service Agreement - Becker 9-15-22 clean v2
3.	1st Am Service Agreement - Becker 12-14-23
4.	Cottage Grove Agreement 12.14.23



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

From: Zac Dockter, Parks and Recreation Director

Date: December 15, 2023

Subject: Glacial Valley Park Ice Rink Board System Service Agreement Amendment

Introduction/Background

Glacial Valley Park ice rink boards were built in 2023 under a service agreement with Becker Arena Products. As Council may recall, many recreational elements in the park were moved and/or reduced from the original master plan as land size was reduced. As a result, the ice rink shifted in orientation to the site. Now that the ice rink is physically in place, staff believes it is possible for a puck to reach the building and potentially break a window. In order to assure protection of the building, staff recommends the addition of netting on the south end of the rink. Additionally, we are recommending acrylic glass (aka, plexiglass) be installed to replace chainlink fencing. This is proposed for both seamlessness protection and aesthetic improvements from building views. The acrylic would be removed and stored at the end of each winter season providing a better vista from the buildings grand room and patio area.

The amendment includes a proposal from Becker Arena Products to furnish these changes for a cost of \$45,439. The existing chain link fencing being removed is valued at approximately \$20,000 would be stored by the City for reuse at a future rink project. Because this change is being driven by building needs, staff is recommending the funds be used from the Glacial Valley Park building project contingency funding. At the time of this report, there remains approximately a \$200,000 balance in total contingency on the project.

Staff Recommendation

Authorize service agreement amendment with Becker Arena Products for the production and installation of acrylic glass and protective netting at Glacial Valley Park ice rink for the amount of \$45,439.00.

AGREEMENT FOR SERVICES

THIS AGREEMENT ("Agreement") is made and executed this _____ day of _____, 2022, by and between the City of Cottage Grove, 12800 Ravine Parkway, Cottage Grove, Minnesota 55016, ("City") and Becker Arena Products, Inc., 720 Innovation Drive, Shakopee, Minnesota 55379 ("Contractor").

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

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

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

1. SERVICES.

- a. City agrees to engage Contractor as an independent contractor for the purpose of performing certain Services ("Services"), as defined in the following documents:

- i. Except as noted below, a proposal dated August 31, 2022, incorporated herein as Exhibit A;
- ii. Exceptions:

- A. Page 2 – Total Price: is deleted in its entirety and replaced as follows:

Total Price shall not exceed \$130,526.00 for Materials and Labor.

- B. Page 2 – Delete in its entirety "Material Price Escalation & De-Escalation Clause" language.
- C. Page 3 – Delete in its entirety "Our Standards Payment Terms" section and replace as follows:

Payment is due as follows:

- \$25,000 due on order
- \$75,526.00 due upon receipt of invoice from Contractor stating the delivery date
- \$30,000 due within 30 days following completion of installation.

- D. Page 3 Signatures are deleted.
- E. Page 4 Section 3. "Prices, Duties and Taxes" is deleted in its entirety.
- F. Page 4 Section 7 "Claims and Liability" is amended by deleting all language in this Section starting with the sentence: "Additionally, any action against Seller must be commenced within one year after the cause of action accrues" and all sentences thereafter.
- G. Page 5, Section 14 "Entire Agreement" is superseded by Sections 15. e. and 15. h. of the Agreement for Services and is therefore deleted in its entirety.
- H. Page 5, Section 15 "Law and Arbitration" is deleted in its entirety.
- I. Page 5, Section 16. 1. and 16. 2. "Dasher Board Systems" are deleted in their entirety.

- b. Contractor covenants and agrees to provide Services to the satisfaction of the City in a timely fashion, as set forth in Exhibit A, subject to Section 7 of this Agreement.
- c. Contractor agrees to comply with all federal, state, and local laws and ordinances applicable to the Services to be performed under this Agreement, including all safety standards. The Contractor shall be solely and completely responsible for conditions of the job site, including the safety of all persons and property during the performance of the Services. The Contractor represents and warrants that it has the requisite training, skills, and experience necessary to provide the Services and is appropriately licensed and has obtained all permits from all applicable agencies and governmental entities.

2. PAYMENT.

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

3. TERM. The term of this Agreement is identified in Exhibit A. This Agreement may be extended upon the written mutual consent of the parties for such additional period as they deem appropriate, and upon the same terms and conditions as herein stated.
4. TERMINATION AND REMEDIES.
 - a. Termination by Either Party. This Agreement may be terminated by either party upon 30 days' written notice delivered to the other party to the addresses listed in Section 13 of this Agreement. Upon termination under this provision, if there is no default by the Contractor, Contractor shall be paid for Services rendered and reimbursable expenses through the effective date of termination.
 - b. Termination Due to Default. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure that is acceptable to the other party.
 - c. Remedies. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Agreement by the Contractor. The City may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City is determined. The rights or remedies provided for herein shall not limit the City, in case of any default by the Contractor, from asserting any other right or remedy allowed by law, equity, or by statute.
 - d. Upon termination of this Agreement, the Contractor shall furnish to the City copies or duplicate originals of all documents or memoranda prepared for the City not previously furnished.
5. SUBCONTRACTORS. Contractor shall not enter into subcontracts for any of the Services provided for in this Agreement without the express written consent of the City, unless specifically provided for in Exhibit A. The Contractor shall pay any subcontractor involved in the performance of this Agreement within the ten (10) days of the Contractor's receipt of payment by the City for undisputed services provided by the subcontractor.
6. STANDARD OF CARE. In performing its Services, Contractor will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the Services are provided.
7. DELAY IN PERFORMANCE. Neither City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and

other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Contractor under this Agreement. If such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Contractor will be entitled to payment for its reasonable additional charges, if any, due to the delay.

8. CITY'S REPRESENTATIVE. The City has designated Zac Dockter to act as the City's representative with respect to the Services to be performed under this Agreement. He or she shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the Services covered by this Agreement.
9. PROJECT MANAGER AND STAFFING. The Contractor has designated Dan Mehren to be the primary contact for the City in the performance of the Services. He may be assisted by other staff members as necessary to facilitate the completion of the Services in accordance with the terms established herein. Contractor may not remove or replace the designated staff without the approval of the City.
10. INDEMNIFICATION.
 - a. Contractor and City each agree to defend, indemnify, and hold harmless each other, its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Contractor and City, they shall be borne by each party in proportion to its own negligence.
 - b. Contractor shall indemnify City against legal liability for damages arising out of claims by Contractor's employees or subcontractors, including all liens. City shall indemnify Contractor against legal liability for damages arising out of claims by City's employees or subcontractors.
11. INSURANCE. During the performance of the Services under this Agreement, Contractor shall maintain the following insurance:
 - a. Commercial General Liability Insurance, with a limit of \$2,000,000 for any number of claims arising out of a single occurrence, pursuant to Minnesota Statutes, Section 466.04, or as may be amended;
 - b. Workers' Compensation Insurance in accordance with statutory requirements.

- c. Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

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

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

- 13. NOTICES. Notices shall be communicated to the following addresses:

If to City: City of Cottage Grove
12800 Ravine Parkway
Cottage Grove, MN 55016
Attention: Zac Dockter

Or e-mailed: zdockter@cottagegrovemn.gov

If to Contractor: Becker Arena Products, Inc.
720 Innovation Drive
Shakopee, MN 55379

Or emailed: dan.mehren@beckerarena.com

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

- 15. GENERAL PROVISIONS.

- a. Assignment. This Agreement is not assignable without the mutual written agreement of the parties.
- b. Waiver. A waiver by either City or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

- c. Nondiscrimination. Contractor agrees that in the hiring of employees to perform Services under this Agreement, Contractor shall not discriminate against any person by reason of any characteristic protected by state or federal law.
- d. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota and any action must be venued in Washington County District Court.
- e. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both parties.
- f. Severability. If any term of this Agreement is found be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
- g. Data Practices Compliance. All data collected by the City pursuant to this Agreement shall be subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.
- h. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

[Remainder of this page intentionally left blank.]

CITY OF COTTAGE GROVE

By: _____
Myron Bailey, Mayor

By: _____
Tamara Anderson, City Clerk

Date: _____

CONTRACTOR

By: _____

Its: _____

Date: _____

EXHIBIT A

PROPOSAL FOR SERVICES



720 Innovation Drive
Shakopee, Minnesota, USA 55379
Tel: 952-890-2690
beckerarena.com

Customer #: City of Cottage Grove
Sourcewell ID: 35965
Quotation #: BAP ODR Dasher
Revision #: 2
Date: August 31, 2022
Proposal Expiration Date: October 1, 2022
Sales Consultant: Dan Mehren *dan.mehren@Beckerarena.com*

Prepared For:
Jim Fohrman
City of Cottage Grove
8635 W Pt Douglas Rd
Cottage Grove, MN 55016

Project Location:
Cottage Grove ODR
Cottage Grove MN 56308

Thank you for considering Becker Arena Products, Inc., we appreciate the opportunity...

Benefits of Choosing to Partner with Becker Arena Products

- A stable and reliable company since 1988
- A staff with in-depth knowledge of the industry and products
- Quality products that last
- Experienced and professional installers
- Excellent customer service
- Worry Free Projects – Guaranteed

This system is available through the Sourcewell Cooperative Purchasing Program at discounted pricing. BECKER ARENA PRODUCTS, INC – VENDOR CONTRACT #120320 - ATH

- Sourcewell is a municipal contracting government agency that serves education and government agencies nationally through competitively bid and awarded contract purchasing solutions. Over 47,000 Member agencies enjoy the value and commitment of the world-class Sourcewell awarded Vendors. Take advantage of the cooperative purchasing discounts shown here in this quotation mentioning our contract #120320 - ATH when ordering. You must be a member and contracting authority. Ask your salesperson for a copy of the Sourcewell Contract Purchasing information

Per our recent discussion please find the below pricing for the following BAP 6.0 Steel dasher board system.

beckerarena.com

BAP6.0 SIGNATURE SERIES OUTDOOR HOCKEY DASHER BOARD SYSTEM

Becker Arena Products, Inc. shall furnish and install the following new custom built BAP6.0 *Signature Series* galvanized steel outdoor dasher board system. Pricing is based on the information provided and will include the following items and features.

DASHER FRAMING W/FIBERGLASS FACING AND KICK PLATE - POLYETHYLENE CAP RAIL

- Rink Size: 150'x75'x28' radius – 402 lineal feet of 42" high 6" wide BAP *Signature Series* galvanized steel frame dasher boards, ring only
- 1/4" thick White high-impact fiberglass dasher facing.
- 1/4" x 8" high White high-impact fiberglass kick plate
- 3/4" White UV stabilized high-density polyethylene cap rail.
- All panels pre-assembled
- All panel steel framing hot dip galvanized after fabrication.
- Dashers to be anchored directly to concrete using 5/8" epoxy anchors

GATES

- One 10'-0" straight/curved double leaf straight equipment gate complete with heavy duty adjustable hinges, two slide bars and heavy-duty casters.
- One 36" straight access gate with heavy duty hinges (general access locations)
- Two 30" Player bench gates with heavy duty hinges. Ice-side plungers for latch not included
- 1" thick high-density polyethylene thresholds access gates

CONTAINMENT FENCING

- Support posts for 6' high fence fabric
- 222 lineal feet of 6' high x 6-gauge galvanized chain link fabric with three horizontal support rails and all hardware for a complete installation
- Four (4) each shield termination pads

INSTALLATION

- Becker Arena Products, Inc. will furnish an experienced and professional installation crew that meets all requirements to be considered a Qualified Becker Arena Products, Inc. Employee or Partner. This approved team will complete the installation of the dasher system and chain link fencing as described above. Price includes labor (Non-union labor / non prevailing wage rate) required forklift and all equipment for installing chain link fence.

DELIVERY

- Freight to Cottage Grove MN has been estimated and included in the total dasher pricing. Due to the volatility in transportation and freight rates, Becker Arena Products reserves the right to adjust the total price to match the actual freight rates incurred on the date of shipment(s).

Total Price (material, labor, freight)

Accept _____ \$ 130,526.00

Material Price Escalation & De-Escalation Clause (Due to the volatility of all components of the above dasher board system)

- In the event that the price of any of the material(s) used in the Becker Arena Products, Inc. production of the above product increase or decrease by 3% or greater from the price used for that material(s) at the time the quote was signed, then the price for the material(s) in the contract between Becker Arena Products, Inc. and the purchaser shall be increased or decreased to reflect the additional or reduced cost to obtain that material or materials. Purchaser agrees that Becker Arena Products, Inc. shall be entitled to an adjustment to the contract price to reflect and price increases of material(s) that occur as a result of Becker Arena Products, Inc. incurring additional costs when ordering materials.

Please Note: Taxes are the responsibility of the purchaser. Prices do not include special insurance requirements, bonding, or applicable permits and/or license fees. Prices subject to site visit and/or receipt of final construction drawings and specifications. If sales tax is applicable, it will be added to the proposal totals and noted on a Contract Summary Sheet that will be sent back with your executed contract.

All payment terms are based on credit approval.

Our Standard Payment terms are:

45% due upon placement of order	\$ _____
45% due 10 days prior to shipment	\$ _____
10% due upon completion	\$ _____

The above payment amounts will be filled in based on total contract price and any applicable sales tax and sent back on the Contract Summary Sheet with your executed contract.

We are looking forward to the opportunity of working with you on your project and if we can be of further assistance please do not hesitate to call.

This proposal is subject to Becker Arena Products, Inc. Standard Terms and Conditions and Limited Warranty and may be withdrawn without penalty at any time before contract execution. If accepted, please sign and return this copy to Becker Arena Products. When approved and signed by one of our officers a fully executed copy will be forwarded for your records. This proposal is subject to change, withdrawal or cancellation until accepted by you. If Becker Arena Products, Inc. have not received your acceptance within 60 days from the date hereof, this proposal shall automatically expire. Becker Arena Products, Inc. retains a security interest in all products covered in this agreement until all payment terms have been met. In addition, the purchaser agrees to sign any additional documents for Becker Arena Products, Inc. to perfect its security interest in the products.

Proposal/Contract # BAP ODR Dasher rev 2 is accepted with initialed options:

Purchaser Signature

Title

Print Name

Today's Date

#35965
Sourcewell ID

Becker Arena Products, Inc.

General Manager
Title

Jeff Brosz
Print Name

Today's Date

#120320 - ATH
Sourcewell Contract ID

BECKER ARENA PRODUCTS INC. STANDARD TERMS AND CONDITIONS OF SALE - EFFECTIVE JANUARY 2021

1. Definitions. In these terms, "Seller" means the seller of the Goods as defined herein; "Buyer" means the entity purchasing the Goods, including any successors thereof; "Goods" means the goods, products and materials manufactured, imported, supplied and/or delivered for or by Seller to Buyer, as such were approved by Seller in reply to Buyer's order and accordingly listed in the Approval of Order; "Approval of Order", in respect of any Buyer's order, means the instrument issued by Seller, bearing the same reference number of such order and specifying, among any other terms, the items of Goods, including their respective price and quantity, which shall be supplied to Buyer upon such order; "Contract" means the contract for the supply of Goods which have been ordered by Buyer and specified in Seller's Approval of Order, which contract is concluded based on these Terms and Conditions of Sale unless otherwise specified in the Approval of Order.

2. Payment. Payment for Goods shall be due on or prior to the delivery date of Goods and no discount may be taken. Payments received after the due date thereof shall bear a service charge from their due date, at the maximum lawful interest rate applicable, and if none – at the annual rate of 5% above the base rate from time to time of the central bank of the place of Buyer's incorporation. All payments shall be made to Seller's designated bank account in the same currency and for the same amounts as specified in the Approval of Order.

3. Prices, Duties and Taxes. Prices specified in the Approval of Order are net, excluding packaging, and shall be deemed Ex-works (Incoterms 2000 as amended). Prices are based, inter alia, on production costs for supplies, labor, deliveries, duties, and services current on the order date. In the event of material increase in any such costs, Seller reserves the right either to adjust the prices for Goods accordingly, or to cancel any certain part of the sales relating to undelivered Goods. Duties, taxes, fees, levies and other compulsory payments applicable to the sale of Goods any time, as well as freight, express, insurance and delivery charges, shall all be borne and paid in full by Buyer, unless otherwise expressly stipulated.

4. Delivery. Delivery dates noted on the Approval of Order are estimates only, and are not guaranteed, and are all subject to adjustment as determined by the Seller acting reasonably. The acceptance of shipment by a common carrier or by any licensed public truckman shall constitute proper delivery. Risk associated with the Goods shall pass to Buyer on delivery or with the passing of title in the Goods, whichever occurs first; provided however, that where delivery is delayed due to circumstances caused by or within the responsibility of Buyer, risk of loss shall pass to Buyer upon Seller's notification that Goods are ready for dispatch.

5. Retention of Title. Title shall pass to Buyer only upon full payment by Buyer for the Goods and following payment of any other outstanding debt by Buyer to Seller. Buyer shall, at Seller's request, take any measures necessary under applicable law to protect Seller's title in the Goods, and lawfully notify Buyer's present or potential creditors of Seller's title on and interest in the Goods. Buyer acknowledges that so long as title has not been transferred in the Goods, it holds the Goods as bailee and fiduciary agent for the Seller and shall safely and securely store and keep the Goods separate and in good condition, clearly showing the Seller's ownership of the Goods and shall respectively record the Seller's ownership of the Goods in its books. Notwithstanding the above, Buyer may use Goods for its own use, or sell Goods, as fiduciary agent for the Seller, to a third party in the normal course of business by bona fide sale at market value, where by proceeds of such usage or sale of Goods, as the case may be, shall, to the extent of the amount being owed by Buyer to Seller at the time of receipt of such proceeds, be held by Buyer on trust for Seller and specifically ascertained, until payment in full for all payable debts by Buyer to Seller.

6. Warranty.

a) If applicable, Seller warrants that Goods as set out in the warranty applicable thereto given by Seller to Buyer, subject always to the terms and conditions thereof, and subject to use, storage and application thereof in accordance with and based on Seller's standard tolerances, instructions of use and recommendations. b) Unless otherwise restricted by mandatory applicable law, THE WARRANTY SET FORTH HEREIN IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY, QUALITY AND FITNESS FOR USE AND FOR PURPOSE, ANY ADVICE AND RECOMMENDATION AND ANY OBLIGATIONS OR LIABILITIES WHICH MAY BE IMPUTED TO SELLER, ANY AND ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED, DENIED AND EXCLUDED. BUYER EXPRESSLY AGREES THAT NO WARRANTY THAT IS NOT SPECIFICALLY STATED IN THIS AGREEMENT WILL BE CLAIMED OR OTHERWISE ADHERED TO BY BUYER AND/OR BY ANYONE ACTING ON BUYER'S BEHALF AND/OR BY ANYONE DERIVING THE LEGALITY OF ITS CLAIM FROM BUYER, NOR THAT WILL ANY SUCH WARRANTY BE VALID. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT, ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, USE OR HANDLING OF ANY AND ALL GOODS SPECIFIED OR CONTEMPLATED BY THIS CONTRACT. NO WARRANTY IS MADE WITH RESPECT TO ANY OF THESE GOODS WHICH HAVE BEEN SUBJECT TO ACCIDENT, NEGLIGENCE, ALTERATION, IMPROPER CARE, IMPROPER STORAGE, IMPROPER MAINTENANCE, ABUSE OR MISUSE.

7. Claims and Liability.

a) Unless Seller shall within 30 days after delivery of the Goods, receive from Buyer written notice of any matter or thing by reason whereof it is alleged that Goods are not in accordance with the Contract, Goods delivered shall be deemed to have been supplied, delivered and accepted in all respects in full conformity with the Contract and Buyer shall be entitled neither to reject the same nor to raise any claim for damages or for other remedy in respect of any alleged negligence and/or breach of warranty and/or any condition. b) In any claim, brought subject to the conditions above, Buyer must prove to the satisfaction of Seller that it followed Seller's instructions for use, care, storage, maintenance, handling and application of the Goods. c) Unless otherwise specifically restricted by mandatory applicable law, Seller's liability under any claim and in connection with any possible allegation, whether based on negligence, contract, or any other cause of action, shall, if the Seller shall be liable hereunder, be limited to either (i) the replacement of the Goods or the supply of equivalent goods; (ii) the repair, or payment of the cost of repair, of the Goods; or (iii) credit in an amount equal to the purchase price specified in Seller's pertinent invoice, or in an amount of equivalent goods, all at Seller's sole option. Buyer acknowledges that the remedy available to him as specified herein, is in lieu of any remedies that may be otherwise available to him, now or in the future, whether in law or in equity, relating to any loss or damage, whether directly or indirectly, arising from the purchase and/or the use of Goods, including without limitation, any actual or contingent damages, loss of production, loss of profit, loss of use, loss of contracts or any other consequential or indirect loss whatsoever, whether pecuniary or non-pecuniary, and it is acknowledged and agreed by Buyer that in no circumstances shall Seller be liable for any such damages. Should any limitation on Seller's liability hereunder be held ineffective under applicable law, then Seller's liability shall in any event be limited to the minimum amount of damages to which Seller may limit its liability, where such is greater than the purchase price as specified in Seller's pertinent invoice. Additionally, any action against Seller must be commenced within one year after the cause of action accrues. d) Buyer, for himself and for any other party which may claim either under or through Buyer, or independently of Buyer, including Buyer's employees, directors, officers, representatives and personnel, shall indemnify and hold Seller harmless, from and against any claim or liability for damages in any way relating to the supply or use of the Goods, including claims for negligence and including but not limited to, any claim in connection with the design, manufacture, use, care, storage, delivery, application or maintenance of any Goods sold hereunder, whether alleged to have been committed by Seller or by any other person whatsoever. Buyer's undertaking as specified in this subsection shall extend and inure to the benefit of Seller and of Seller's successors at any time, as well as to Seller's personnel, representatives, managers, directors and officers. Nothing contained herein shall take effect to exclude or limit liability where liability may not be excluded or limited under applicable law, including, without limitation, for death, personal injury and fraudulent misrepresentations. e) Any and all warranties, undertakings, guarantees, or assurances provided herein by Seller, are specifically limited to Buyer herein, and not imputed by Seller, whether directly or indirectly, expressly or impliedly, to any other person or entity, including any subsequent buyer or user, bailee, licensee, assignee, employee and agent of Buyer.

8. Default. Upon failure of Buyer to pay any amounts due to Seller, or in the event of any breach or anticipated breach by Buyer of any Contract with Seller, or if Buyer shall either (i) become insolvent, (ii) call a meeting of its creditors, or (iii) make any assignment for the benefit of creditors, or if (iv) a bankruptcy, insolvency, reorganization, receivership or reorganization proceeding shall be commenced by or against Buyer, then, in each such occasion, Seller may, at its sole discretion, opt to (1) cancel this and any other Contract with Buyer (without waiving any of Seller's rights to pursue any remedy against Buyer); (2) claim return of any Goods in the possession of Buyer, the title of which has not passed to Buyer, and enter Buyer's premises (or the premises of any associated company or agent where such Goods are located), without liability for trespass or any alleged damage, to retake possession of such Goods; (3) defer any shipment hereunder; (4) declare forthwith due and payable all outstanding bills of Buyer under this or any Contract; and/or (5) sell all or part of the undelivered Goods, without notice at public and/or on private sale, while Buyer shall be responsible for all costs and expenses of such sale and be liable to Seller for any shortfall in the discharge of the amounts due to Seller. **9. Independent Delivery.** Each delivery of Goods shall (without prejudice to Seller's rights under clause 8 hereinabove) be considered a separate contract and the failure of any delivery shall not vitiate any contract as to deliveries of other Goods and payment therefor.

10. Cancellation. Orders manufactured in whole or in part, pursuant to Buyer's specifications, may not be cancelled except with Seller's prior written consent, on terms which will compensate Seller for any resulting losses.

11. No-Assignment. No rights or obligations of Buyer arising out of this Contract may be assigned without the express prior written consent of Seller.

12. Force Majeure. Should Seller be prevented from effecting deliveries of the Goods or any of them by reason of either an act of god, insurrection, riot, war hostilities, terror attacks, warlike operations, piracy, arrests, restraints or detentions by any competent authority, strikes or combinations or lock-out of workmen, fire, floods, droughts, earthquakes, permanent or temporary delay or inability to obtain labor, material or services through Seller's usual and regular sources, or any other circumstances (whether of a nature similar to those specified, or not) beyond the absolute control of the Seller, then, in each such case, the obligation of the Seller to effect deliveries hereunder shall be suspended until after such prevention shall cease to continue. Should any deliveries under this Contract be suspended under this clause for more than 90 days – either party may withdraw from this Contract and be relieved from any liability; provided however, that Buyer shall nevertheless accept delivery and pay for such Goods once the Seller is able to deliver in accordance with the period(s) of shipment named in this Contract. Seller shall not be liable for, and be relieved from, any loss or damages of any kind resulting from the causes mentioned hereinabove.

13. Advice. Any provisions specified or implied by herein or elsewhere notwithstanding, any advice, recommendation, information, assistance or service provided by Seller in relation to the Goods or in respect of their use or application is given in good faith, shall be deemed accepted by Buyer without imputation of any liability to Seller, and it shall be the responsibility of Buyer to confirm the accuracy and reliability of the same in light of the use of which Buyer makes or intends to make of the Goods.

14. Entire Agreement. This Contract merges the entire terms and conditions for sale of the Goods. In the event of any conflict between the terms herein and any provisions included in the Approval of Order, the latter shall govern and prevail. Subject to the foregoing, nothing specified in, or referred to by, any other document, record or instrument whatsoever, which relates to and/or which otherwise subsists in connection with the sale of Goods herein, whether expressly or impliedly, including any written order, request or other standard or specific terms of any entity, shall or may be interpreted to attribute to Seller and/or to Seller's affiliates or representatives (i) any liability, obligation, commitment and/or undertaking, and/or (ii) any waiver in connection with or of any right, whether contractual, proprietary, in-person and/or equitable, including but not limited to, any and all intellectual property rights in connection with the Goods, which are and shall always remain in the Seller's exclusive and complete ownership under all circumstances whatsoever, notwithstanding any sale of Goods hereunder and whether the Goods shall be standard Goods or manufactured to a specific order. No modification or waiver of any provision hereof shall become valid and effective except upon a written instrument duly signed beforehand by Seller. No waiver by either party of any default of the other party shall be deemed a waiver of any subsequent or other default. If any provision of this Contract becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, the balance of this Contract shall continue in full force and effect without the provision.

15. Law and Arbitration. This Contract shall be governed by and construed in accordance with the laws of the state of Seller's incorporation. Any dispute arising out of or in connection with this Contract shall, if so determined by the Seller, be finally settled by arbitration in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce ("ICC"), as shall be in effect from time to time, and if so determined, the balance of this Section shall apply. The arbitration shall be held at such location in the state of Seller's incorporation as shall be determined by Seller, in its sole discretion. The arbitrator shall be mutually appointed by Seller and Buyer within 21 (twenty-one) days following a written demand for arbitration by either of the parties. Failing to reach an agreement regarding the nomination of an arbitrator, the head of the relevant ICC national committee (located in the Seller's country of incorporation; and absent such local committee in that specific country – the ICC UK Committee (www.iccuk.net)) shall appoint an arbitrator at the request of any of the parties, a copy of which request for the appointment of an arbitrator shall be provided by the requesting party to the other party. Awards may be enforced in accordance with the 1958 New York Convention and judgment may be entered upon any award in any court having jurisdiction over the parties and/or their assets. The arbitrator's fees shall be paid by both parties in equal parts unless otherwise determined by the arbitrator. This provision shall survive any termination of any of the terms and conditions herein and shall be deemed to constitute an independent arbitration agreement between Buyer and Seller for all purposes and intents.

16. Dasher Board Systems

1. Seller may choose whether or not to produce the rink according to its production schedule. If they produce the rink on schedule, it will be stored at Becker Arena Product's location of business and storage fees will be charged to the Purchaser at the rate of US \$300 per week. All payments will be due according to the terms from the original ship date. If the Seller chooses to delay production to coincide with the new ship date, no storage fees will apply, and payment will be due according to the terms from the original ship date. If contract terms are paid in full prior to shipping, the time will start from the original ship date and not the adjusted ship date.
2. A new shipping installation date will be coordinated with Seller's installation department and confirmed with the Purchaser. The Seller will reschedule the installation for the next available date according to the Seller's installation schedule. In some cases, the site delay may cause additional charges. This includes, but is not limited to, wages, remobilization, and equipment rental, to be paid by the Purchaser.
3. If the Purchaser's site is not ready when the Seller's installation crew arrives, additional costs will be charged to the Purchaser. This includes, but is not limited to wages, travel, lodging, meals, equipment rental and changes in Becker Arena Product's installation schedule.

17. General Site Requirements.

The following criteria must be met, or extra charges may apply, and delays will be incurred, if the site is not in compliance when Seller is ready to deliver and install the goods:

1. Concrete and Floor Work: All concrete work is to be completed and allowed to cure, according to job specifications and/or refrigeration contractors requirements, before the date installation is scheduled to begin.
2. The levelness of the perimeter concrete, where the rink is to be installed, must be within 1/8" of levelness for every 10' in length and no more than 1/4" difference in height over the length and width of the perimeter surface.
3. For sand floors, the first 6" from the front of the curb, where the rink is to be installed, must be within 1/16" of flatness from the inside edge outward and meet the levelness and flatness conditions specified above. Sand floors are not to be final graded prior to dasher board installation.
4. Expansion joints, which are to be covered completely by the rink, are to be within 1/2" of straightness from end to end and side to side. The distance from side to side and end to end of the outside edge of the expansion joint is to be within 1/2" of the required dimension for the frame to cover it.
5. If, upon arrival, the perimeter concrete is inspected and does not meet the specifications for levelness, flatness, straightness and size, the following will occur:
6. Seller's Representative will determine if rink can be shimmed or adjusted/cut to achieve desired levelness, fit and/or expansion joint coverage while maintaining the structural integrity of the rink. If so, the additional time and materials to do this will be paid by the Purchaser. A change order must be filled out by the Seller's Representative and signed by the Purchaser before any work commences.
7. If the rink cannot be shimmed or adjusted to the desired levelness and/or coverage while maintaining the structural integrity of the rink, the Purchaser will be responsible for fixing the surface to meet specifications. All associated costs for this are the sole responsibility of the Purchaser.
8. The Seller will accept contracts that are retrofit projects with the understanding that the condition of the underlying perimeter concrete work meets the specifications stated above. If, after removal of the existing rink, the concrete does not meet these conditions, points "1" and "2" from above will apply.

18. Requirements for Rink Installations:

(Refer to the enclosed Site Requirements)

1. Walk Through Inspection. When Seller's work is complete or near complete, Purchaser or the Purchaser's Representative (including general contractors and architects) must be available for a final walk-through inspection with the Seller's Representative. Any parties who do not attend the walk through will forfeit their right to submit punch list items. A final punch list of items to be completed or repaired will be prepared as a result of this walk through. Any item not included on the final "punch list" will not be the responsibility of the Seller unless it is covered by the Seller's Warranty.
2. Shop Drawings and Non-standard Shielding. Preparation of shop drawings will not commence until after the signed contract has been delivered to Seller. Production will not commence until Seller receives approved shop drawings. Field measured; tempered glass (non-standard sizes) may require an additional 3-4 weeks for delivery after completion of installation. Any field measured tempered glass to be installed by purchaser.
3. Polyethylene. All polyethylene used to manufacture the rink shall be virgin material. All colors shall match within manufacturer's tolerance.
4. Seller will not be responsible for replacing polyethylene that conforms to manufacturers color tolerance. During manufacturing, all panels shall have the polyethylene overhang past the frame a minimum of 1/16" on each end to allow for contraction of the material due to temperature change in the field. Seller shall not be responsible for material contraction gaps between panels due to temperature change if it adheres to these manufacturing requirements.
5. Material Check-in. (Installation supervision and supply only contracts) The Purchaser shall be responsible to verify the shipment for quantities and any damage caused from shipping for jobs that include installation supervision or are supply only. Any quantity variances and/or damage must be noted and reported to the Project Manager by filling out the Material Check-in Form and faxing it to the Project Manager. Missing/damaged items must be reported within 24 hours of receipt to receive credit. All boxes will be clearly marked by the Seller. The Ship list will clearly identify the contents and quantities of the shipment. It is the responsibility of the Purchaser to verify that all box numbers in the hardware crate are accounted for, not to open and count each individual item per box. The Purchaser must count anything that is not boxed.

FIRST AMENDMENT TO AGREEMENT FOR SERVICES

THIS FIRST AMENDMENT (“First Amendment”) is made and executed this ____ day of _____, 2023, by and between the City of Cottage Grove, 12800 Ravine Parkway, Cottage Grove, Minnesota 55016, (“City”) and Becker Arena Products, Inc., 720 Innovation Drive, Shakopee, Minnesota 55379 (“Contractor”).

WHEREAS, the City entered into an Agreement for Services with Contractor for certain Services on _____, 2022 (“Original Agreement”), as defined in that Original Agreement; and

WHEREAS, City desires to have Contractor perform additional services (“Additional Services”) as described and set forth in Exhibit A, under the same terms and conditions of the Original Agreement and Contractor is willing to perform such Additional Services.

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

1. ADDITIONAL SERVICES.

- a. City agrees to engage Contractor as an independent contractor for the purpose of performing Additional Services as defined in the following documents:
 - i. Except as noted below, a proposal dated December 14, 2023 incorporated herein as Exhibit A;
 - ii. Exceptions:
 - A. Page 2 – Delete in its entirety “Material Price Escalation & De-Escalation Clause” language.
 - B. Page 3 Signatures are deleted.
 - C. Page 4-6 are deleted
2. Except as provided herein, the remaining sections of the Original Agreement remain unchanged.

[Remainder of this page intentionally left blank.]

CITY OF COTTAGE GROVE

By: _____
Myron Bailey, Mayor

By: _____
Tamara Anderson, City Clerk

Date: _____

CONTRACTOR

By: _____

Its: _____

Date: _____

EXHIBIT A

PROPOSAL FOR SERVICES



720 Innovation Drive
Shakopee, Minnesota, USA 55379
Tel: 952-890-2690
beckerarena.com

Customer #: City of Cottage Grove
Sourcewell ID: 35965
Quotation #: BAP ODR Dasher
Revision #: 2
Date: August 31, 2022
Proposal Expiration Date: October 1, 2022
Sales Consultant: Dan Mehren *dan.mehren@Beckerarena.com*

Prepared For:
Jim Fohrman
City of Cottage Grove
8635 W Pt Douglas Rd
Cottage Grove, MN 55016

Project Location:
Cottage Grove ODR
Cottage Grove MN 56308

Thank you for considering Becker Arena Products, Inc., we appreciate the opportunity...

Benefits of Choosing to Partner with Becker Arena Products

- A stable and reliable company since 1988
- A staff with in-depth knowledge of the industry and products
- Quality products that last
- Experienced and professional installers
- Excellent customer service
- Worry Free Projects – Guaranteed

This system is available through the Sourcewell Cooperative Purchasing Program at discounted pricing. BECKER ARENA PRODUCTS, INC – VENDOR CONTRACT #120320 - ATH

- Sourcewell is a municipal contracting government agency that serves education and government agencies nationally through competitively bid and awarded contract purchasing solutions. Over 47,000 Member agencies enjoy the value and commitment of the world-class Sourcewell awarded Vendors. Take advantage of the cooperative purchasing discounts shown here in this quotation mentioning our contract #120320 - ATH when ordering. You must be a member and contracting authority. Ask your salesperson for a copy of the Sourcewell Contract Purchasing information

Per our recent discussion please find the below pricing for the following BAP 6.0 Steel dasher board system.

beckerarena.com

BAP6.0 SIGNATURE SERIES OUTDOOR HOCKEY DASHER BOARD SYSTEM

Becker Arena Products, Inc. shall furnish and install the following new custom built BAP6.0 *Signature Series* galvanized steel outdoor dasher board system. Pricing is based on the information provided and will include the following items and features.

DASHER FRAMING W/FIBERGLASS FACING AND KICK PLATE - POLYETHYLENE CAP Rail

- Rink Size: 150'x75'x28' radius – 402 lineal feet of 42" high 6" wide BAP *Signature Series* galvanized steel frame dasher boards, ring only
- 1/4" thick White high-impact fiberglass dasher facing.
- 1/4" x 8" high White high-impact fiberglass kick plate
- 3/4" White UV stabilized high-density polyethylene cap rail.
- All panels pre-assembled
- All panel steel framing hot dip galvanized after fabrication.
- Dashers to be anchored directly to concrete using 5/8" epoxy anchors

GATES

- One 10'-0" straight/curved double leaf straight equipment gate complete with heavy duty adjustable hinges, two slide bars and heavy-duty casters.
- One 36" straight access gate with heavy duty hinges (general access locations)
- Two 30" Player bench gates with heavy duty hinges. Ice-side plungers for latch not included
- 1" thick high-density polyethylene thresholds access gates

CONTAINMENT FENCING

- Support posts for 6' high fence fabric
- 222 lineal feet of 6' high x 6-gauge galvanized chain link fabric with three horizontal support rails and all hardware for a complete installation
- Four (4) each shield termination pads

INSTALLATION

- Becker Arena Products, Inc. will furnish an experienced and professional installation crew that meets all requirements to be considered a Qualified Becker Arena Products, Inc. Employee or Partner. This approved team will complete the installation of the dasher system and chain link fencing as described above. Price includes labor (Non-union labor / non prevailing wage rate) required forklift and all equipment for installing chain link fence.

DELIVERY

- Freight to Cottage Grove MN has been estimated and included in the total dasher pricing. Due to the volatility in transportation and freight rates, Becker Arena Products reserves the right to adjust the total price to match the actual freight rates incurred on the date of shipment(s).

Total Price (material, labor, freight)

Accept _____ \$ 130,526.00

Material Price Escalation & De-Escalation Clause (Due to the volatility of all components of the above dasher board system)

- In the event that the price of any of the material(s) used in the Becker Arena Products, Inc. production of the above product increase or decrease by 3% or greater from the price used for that material(s) at the time the quote was signed, then the price for the material(s) in the contract between Becker Arena Products, Inc. and the purchaser shall be increased or decreased to reflect the additional or reduced cost to obtain that material or materials. Purchaser agrees that Becker Arena Products, Inc. shall be entitled to an adjustment to the contract price to reflect and price increases of material(s) that occur as a result of Becker Arena Products, Inc. incurring additional costs when ordering materials.

Please Note: Taxes are the responsibility of the purchaser. Prices do not include special insurance requirements, bonding, or applicable permits and/or license fees. Prices subject to site visit and/or receipt of final construction drawings and specifications. If sales tax is applicable, it will be added to the proposal totals and noted on a Contract Summary Sheet that will be sent back with your executed contract.

All payment terms are based on credit approval.

Our Standard Payment terms are:

45% due upon placement of order	\$ _____
45% due 10 days prior to shipment	\$ _____
10% due upon completion	\$ _____

The above payment amounts will be filled in based on total contract price and any applicable sales tax and sent back on the Contract Summary Sheet with your executed contract.

We are looking forward to the opportunity of working with you on your project and if we can be of further assistance please do not hesitate to call.

This proposal is subject to Becker Arena Products, Inc. Standard Terms and Conditions and Limited Warranty and may be withdrawn without penalty at any time before contract execution. If accepted, please sign and return this copy to Becker Arena Products. When approved and signed by one of our officers a fully executed copy will be forwarded for your records. This proposal is subject to change, withdrawal or cancellation until accepted by you. If Becker Arena Products, Inc. have not received your acceptance within 60 days from the date hereof, this proposal shall automatically expire. Becker Arena Products, Inc. retains a security interest in all products covered in this agreement until all payment terms have been met. In addition, the purchaser agrees to sign any additional documents for Becker Arena Products, Inc. to perfect its security interest in the products.

Proposal/Contract # BAP ODR Dasher rev 2 is accepted with initialed options:

Purchaser Signature

Title

Print Name

Today's Date

#35965
Sourcewell ID

Becker Arena Products, Inc.

General Manager
Title

Jeff Brosz
Print Name

Today's Date

#120320 - ATH
Sourcewell Contract ID

BECKER ARENA PRODUCTS INC. STANDARD TERMS AND CONDITIONS OF SALE - EFFECTIVE JANUARY 2021

1. Definitions. In these terms, "Seller" means the seller of the Goods as defined herein; "Buyer" means the entity purchasing the Goods, including any successors thereof; "Goods" means the goods, products and materials manufactured, imported, supplied and/or delivered for or by Seller to Buyer, as such were approved by Seller in reply to Buyer's order and accordingly listed in the Approval of Order; "Approval of Order", in respect of any Buyer's order, means the instrument issued by Seller, bearing the same reference number of such order and specifying, among any other terms, the items of Goods, including their respective price and quantity, which shall be supplied to Buyer upon such order; "Contract" means the contract for the supply of Goods which have been ordered by Buyer and specified in Seller's Approval of Order, which contract is concluded based on these Terms and Conditions of Sale unless otherwise specified in the Approval of Order.

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3. Prices, Duties and Taxes. Prices specified in the Approval of Order are net, excluding packaging, and shall be deemed Ex-works (Incoterms 2000 as amended). Prices are based, inter alia, on production costs for supplies, labor, deliveries, duties, and services current on the order date. In the event of material increase in any such costs, Seller reserves the right either to adjust the prices for Goods accordingly, or to cancel any certain part of the sales relating to undelivered Goods. Duties, taxes, fees, levies and other compulsory payments applicable to the sale of Goods any time, as well as freight, express, insurance and delivery charges, shall all be borne and paid in full by Buyer, unless otherwise expressly stipulated.

4. Delivery. Delivery dates noted on the Approval of Order are estimates only, and are not guaranteed, and are all subject to adjustment as determined by the Seller acting reasonably. The acceptance of shipment by a common carrier or by any licensed public truckman shall constitute proper delivery. Risk associated with the Goods shall pass to Buyer on delivery or with the passing of title in the Goods, whichever occurs first; provided however, that where delivery is delayed due to circumstances caused by or within the responsibility of Buyer, risk of loss shall pass to Buyer upon Seller's notification that Goods are ready for dispatch.

5. Retention of Title. Title shall pass to Buyer only upon full payment by Buyer for the Goods and following payment of any other outstanding debt by Buyer to Seller. Buyer shall, at Seller's request, take any measures necessary under applicable law to protect Seller's title in the Goods, and lawfully notify Buyer's present or potential creditors of Seller's title on and interest in the Goods. Buyer acknowledges that so long as title has not been transferred in the Goods, it holds the Goods as bailee and fiduciary agent for the Seller and shall safely and securely store and keep the Goods separate and in good condition, clearly showing the Seller's ownership of the Goods and shall respectively record the Seller's ownership of the Goods in its books. Notwithstanding the above, Buyer may use Goods for its own use, or sell Goods, as fiduciary agent for the Seller, to a third party in the normal course of business by bona fide sale at market value, where by proceeds of such usage or sale of Goods, as the case may be, shall, to the extent of the amount being owed by Buyer to Seller at the time of receipt of such proceeds, be held by Buyer on trust for Seller and specifically ascertained, until payment in full for all payable debts by Buyer to Seller.

6. Warranty.

a) If applicable, Seller warrants that Goods as set out in the warranty applicable thereto given by Seller to Buyer, subject always to the terms and conditions thereof, and subject to use, storage and application thereof in accordance with and based on Seller's standard tolerances, instructions of use and recommendations. b) Unless otherwise restricted by mandatory applicable law, THE WARRANTY SET FORTH HEREIN IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY, QUALITY AND FITNESS FOR USE AND FOR PURPOSE, ANY ADVICE AND RECOMMENDATION AND ANY OBLIGATIONS OR LIABILITIES WHICH MAY BE IMPUTED TO SELLER, ANY AND ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED, DENIED AND EXCLUDED. BUYER EXPRESSLY AGREES THAT NO WARRANTY THAT IS NOT SPECIFICALLY STATED IN THIS AGREEMENT WILL BE CLAIMED OR OTHERWISE ADHERED TO BY BUYER AND/OR BY ANYONE ACTING ON BUYER'S BEHALF AND/OR BY ANYONE DERIVING THE LEGALITY OF ITS CLAIM FROM BUYER, NOR THAT WILL ANY SUCH WARRANTY BE VALID. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT, ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, USE OR HANDLING OF ANY AND ALL GOODS SPECIFIED OR CONTEMPLATED BY THIS CONTRACT. NO WARRANTY IS MADE WITH RESPECT TO ANY OF THESE GOODS WHICH HAVE BEEN SUBJECT TO ACCIDENT, NEGLIGENCE, ALTERATION, IMPROPER CARE, IMPROPER STORAGE, IMPROPER MAINTENANCE, ABUSE OR MISUSE.

7. Claims and Liability.

a) Unless Seller shall within 30 days after delivery of the Goods, receive from Buyer written notice of any matter or thing by reason whereof it is alleged that Goods are not in accordance with the Contract, Goods delivered shall be deemed to have been supplied, delivered and accepted in all respects in full conformity with the Contract and Buyer shall be entitled neither to reject the same nor to raise any claim for damages or for other remedy in respect of any alleged negligence and/or breach of warranty and/or any condition. b) In any claim, brought subject to the conditions above, Buyer must prove to the satisfaction of Seller that it followed Seller's instructions for use, care, storage, maintenance, handling and application of the Goods. c) Unless otherwise specifically restricted by mandatory applicable law, Seller's liability under any claim and in connection with any possible allegation, whether based on negligence, contract, or any other cause of action, shall, if the Seller shall be liable hereunder, be limited to either (i) the replacement of the Goods or the supply of equivalent goods; (ii) the repair, or payment of the cost of repair, of the Goods; or (iii) credit in an amount equal to the purchase price specified in Seller's pertinent invoice, or in an amount of equivalent goods, all at Seller's sole option. Buyer acknowledges that the remedy available to him as specified herein, is in lieu of any remedies that may be otherwise available to him, now or in the future, whether in law or in equity, relating to any loss or damage, whether directly or indirectly, arising from the purchase and/or the use of Goods, including without limitation, any actual or contingent damages, loss of production, loss of profit, loss of use, loss of contracts or any other consequential or indirect loss whatsoever, whether pecuniary or non-pecuniary, and it is acknowledged and agreed by Buyer that in no circumstances shall Seller be liable for any such damages. Should any limitation on Seller's liability hereunder be held ineffective under applicable law, then Seller's liability shall in any event be limited to the minimum amount of damages to which Seller may limit its liability, where such is greater than the purchase price as specified in Seller's pertinent invoice. Additionally, any action against Seller must be commenced within one year after the cause of action accrues. d) Buyer, for himself and for any other party which may claim either under or through Buyer, or independently of Buyer, including Buyer's employees, directors, officers, representatives and personnel, shall indemnify and hold Seller harmless, from and against any claim or liability for damages in any way relating to the supply or use of the Goods, including claims for negligence and including but not limited to, any claim in connection with the design, manufacture, use, care, storage, delivery, application or maintenance of any Goods sold hereunder, whether alleged to have been committed by Seller or by any other person whatsoever. Buyer's undertaking as specified in this subsection shall extend and inure to the benefit of Seller and of Seller's successors at any time, as well as to Seller's personnel, representatives, managers, directors and officers. Nothing contained herein shall take effect to exclude or limit liability where liability may not be excluded or limited under applicable law, including, without limitation, for death, personal injury and fraudulent misrepresentations. e) Any and all warranties, undertakings, guarantees, or assurances provided herein by Seller, are specifically limited to Buyer herein, and not imputed by Seller, whether directly or indirectly, expressly or impliedly, to any other person or entity, including any subsequent buyer or user, bailee, licensee, assignee, employee and agent of Buyer.

8. Default. Upon failure of Buyer to pay any amounts due to Seller, or in the event of any breach or anticipated breach by Buyer of any Contract with Seller, or if Buyer shall either (i) become insolvent, (ii) call a meeting of its creditors, or (iii) make any assignment for the benefit of creditors, or if (iv) a bankruptcy, insolvency, reorganization, receivership or reorganization proceeding shall be commenced by or against Buyer, then, in each such occasion, Seller may, at its sole discretion, opt to (1) cancel this and any other Contract with Buyer (without waiving any of Seller's rights to pursue any remedy against Buyer); (2) claim return of any Goods in the possession of Buyer, the title of which has not passed to Buyer, and enter Buyer's premises (or the premises of any associated company or agent where such Goods are located), without liability for trespass or any alleged damage, to retake possession of such Goods; (3) defer any shipment hereunder; (4) declare forthwith due and payable all outstanding bills of Buyer under this or any Contract; and/or (5) sell all or part of the undelivered Goods, without notice at public and/or on private sale, while Buyer shall be responsible for all costs and expenses of such sale and be liable to Seller for any shortfall in the discharge of the amounts due to Seller. **9. Independent Delivery.** Each delivery of Goods shall (without prejudice to Seller's rights under clause 8 hereinabove) be considered a separate contract and the failure of any delivery shall not vitiate any contract as to deliveries of other Goods and payment therefor.

10. Cancellation. Orders manufactured in whole or in part, pursuant to Buyer's specifications, may not be cancelled except with Seller's prior written consent, on terms which will compensate Seller for any resulting losses.

11. No-Assignment. No rights or obligations of Buyer arising out of this Contract may be assigned without the express prior written consent of Seller.

12. Force Majeure. Should Seller be prevented from effecting deliveries of the Goods or any of them by reason of either an act of god, insurrection, riot, war hostilities, terror attacks, warlike operations, piracy, arrests, restraints or detentions by any competent authority, strikes or combinations or lock-out of workmen, fire, floods, droughts, earthquakes, permanent or temporary delay or inability to obtain labor, material or services through Seller's usual and regular sources, or any other circumstances (whether of a nature similar to those specified, or not) beyond the absolute control of the Seller, then, in each such case, the obligation of the Seller to effect deliveries hereunder shall be suspended until after such prevention shall cease to continue. Should any deliveries under this Contract be suspended under this clause for more than 90 days – either party may withdraw from this Contract and be relieved from any liability; provided however, that Buyer shall nevertheless accept delivery and pay for such Goods once the Seller is able to deliver in accordance with the period(s) of shipment named in this Contract. Seller shall not be liable for, and be relieved from, any loss or damages of any kind resulting from the causes mentioned hereinabove.

13. Advice. Any provisions specified or implied by herein or elsewhere notwithstanding, any advice, recommendation, information, assistance or service provided by Seller in relation to the Goods or in respect of their use or application is given in good faith, shall be deemed accepted by Buyer without imputation of any liability to Seller, and it shall be the responsibility of Buyer to confirm the accuracy and reliability of the same in light of the use of which Buyer makes or intends to make of the Goods.

14. Entire Agreement. This Contract merges the entire terms and conditions for sale of the Goods. In the event of any conflict between the terms herein and any provisions included in the Approval of Order, the latter shall govern and prevail. Subject to the foregoing, nothing specified in, or referred to by, any other document, record or instrument whatsoever, which relates to and/or which otherwise subsists in connection with the sale of Goods herein, whether expressly or impliedly, including any written order, request or other standard or specific terms of any entity, shall or may be interpreted to attribute to Seller and/or to Seller's affiliates or representatives (i) any liability, obligation, commitment and/or undertaking, and/or (ii) any waiver in connection with or of any right, whether contractual, proprietary, in-person and/or equitable, including but not limited to, any and all intellectual property rights in connection with the Goods, which are and shall always remain in the Seller's exclusive and complete ownership under all circumstances whatsoever, notwithstanding any sale of Goods hereunder and whether the Goods shall be standard Goods or manufactured to a specific order. No modification or waiver of any provision hereof shall become valid and effective except upon a written instrument duly signed beforehand by Seller. No waiver by either party of any default of the other party shall be deemed a waiver of any subsequent or other default. If any provision of this Contract becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, the balance of this Contract shall continue in full force and effect without the provision.

15. Law and Arbitration. This Contract shall be governed by and construed in accordance with the laws of the state of Seller's incorporation. Any dispute arising out of or in connection with this Contract shall, if so determined by the Seller, be finally settled by arbitration in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce ("ICC"), as shall be in effect from time to time, and if so determined, the balance of this Section shall apply. The arbitration shall be held at such location in the state of Seller's incorporation as shall be determined by Seller, in its sole discretion. The arbitrator shall be mutually appointed by Seller and Buyer within 21 (twenty-one) days following a written demand for arbitration by either of the parties. Failing to reach an agreement regarding the nomination of an arbitrator, the head of the relevant ICC national committee (located in the Seller's country of incorporation; and absent such local committee in that specific country – the ICC UK Committee (www.iccuk.net)) shall appoint an arbitrator at the request of any of the parties, a copy of which request for the appointment of an arbitrator shall be provided by the requesting party to the other party. Awards may be enforced in accordance with the 1958 New York Convention and judgment may be entered upon any award in any court having jurisdiction over the parties and/or their assets. The arbitrator's fees shall be paid by both parties in equal parts unless otherwise determined by the arbitrator. This provision shall survive any termination of any of the terms and conditions herein and shall be deemed to constitute an independent arbitration agreement between Buyer and Seller for all purposes and intents.

16. Dasher Board Systems

1. Seller may choose whether or not to produce the rink according to its production schedule. If they produce the rink on schedule, it will be stored at Becker Arena Product's location of business and storage fees will be charged to the Purchaser at the rate of US \$300 per week. All payments will be due according to the terms from the original ship date. If the Seller chooses to delay production to coincide with the new ship date, no storage fees will apply, and payment will be due according to the terms from the original ship date. If contract terms are paid in full prior to shipping, the time will start from the original ship date and not the adjusted ship date.
2. A new shipping installation date will be coordinated with Seller's installation department and confirmed with the Purchaser. The Seller will reschedule the installation for the next available date according to the Seller's installation schedule. In some cases, the site delay may cause additional charges. This includes, but is not limited to, wages, remobilization, and equipment rental, to be paid by the Purchaser.
3. If the Purchaser's site is not ready when the Seller's installation crew arrives, additional costs will be charged to the Purchaser. This includes, but is not limited to wages, travel, lodging, meals, equipment rental and changes in Becker Arena Product's installation schedule.

17. General Site Requirements.

The following criteria must be met, or extra charges may apply, and delays will be incurred, if the site is not in compliance when Seller is ready to deliver and install the goods:

1. Concrete and Floor Work: All concrete work is to be completed and allowed to cure, according to job specifications and/or refrigeration contractors requirements, before the date installation is scheduled to begin.
2. The levelness of the perimeter concrete, where the rink is to be installed, must be within 1/8" of levelness for every 10' in length and no more than 1/4" difference in height over the length and width of the perimeter surface.
3. For sand floors, the first 6" from the front of the curb, where the rink is to be installed, must be within 1/16" of flatness from the inside edge outward and meet the levelness and flatness conditions specified above. Sand floors are not to be final graded prior to dasher board installation.
4. Expansion joints, which are to be covered completely by the rink, are to be within 1/2" of straightness from end to end and side to side. The distance from side to side and end to end of the outside edge of the expansion joint is to be within 1/2" of the required dimension for the frame to cover it.
5. If, upon arrival, the perimeter concrete is inspected and does not meet the specifications for levelness, flatness, straightness and size, the following will occur:
6. Seller's Representative will determine if rink can be shimmed or adjusted/cut to achieve desired levelness, fit and/or expansion joint coverage while maintaining the structural integrity of the rink. If so, the additional time and materials to do this will be paid by the Purchaser. A change order must be filled out by the Seller's Representative and signed by the Purchaser before any work commences.
7. If the rink cannot be shimmed or adjusted to the desired levelness and/or coverage while maintaining the structural integrity of the rink, the Purchaser will be responsible for fixing the surface to meet specifications. All associated costs for this are the sole responsibility of the Purchaser.
8. The Seller will accept contracts that are retrofit projects with the understanding that the condition of the underlying perimeter concrete work meets the specifications stated above. If, after removal of the existing rink, the concrete does not meet these conditions, points "1" and "2" from above will apply.

18. Requirements for Rink Installations:

(Refer to the enclosed Site Requirements)

1. Walk Through Inspection. When Seller's work is complete or near complete, Purchaser or the Purchaser's Representative (including general contractors and architects) must be available for a final walk-through inspection with the Seller's Representative. Any parties who do not attend the walk through will forfeit their right to submit punch list items. A final punch list of items to be completed or repaired will be prepared as a result of this walk through. Any item not included on the final "punch list" will not be the responsibility of the Seller unless it is covered by the Seller's Warranty.
2. Shop Drawings and Non-standard Shielding. Preparation of shop drawings will not commence until after the signed contract has been delivered to Seller. Production will not commence until Seller receives approved shop drawings. Field measured; tempered glass (non-standard sizes) may require an additional 3-4 weeks for delivery after completion of installation. Any field measured tempered glass to be installed by purchaser.
3. Polyethylene. All polyethylene used to manufacture the rink shall be virgin material. All colors shall match within manufacturer's tolerance.
4. Seller will not be responsible for replacing polyethylene that conforms to manufacturers color tolerance. During manufacturing, all panels shall have the polyethylene overhang past the frame a minimum of 1/16" on each end to allow for contraction of the material due to temperature change in the field. Seller shall not be responsible for material contraction gaps between panels due to temperature change if it adheres to these manufacturing requirements.
5. Material Check-in. (Installation supervision and supply only contracts) The Purchaser shall be responsible to verify the shipment for quantities and any damage caused from shipping for jobs that include installation supervision or are supply only. Any quantity variances and/or damage must be noted and reported to the Project Manager by filling out the Material Check-in Form and faxing it to the Project Manager. Missing/damaged items must be reported within 24 hours of receipt to receive credit. All boxes will be clearly marked by the Seller. The Ship list will clearly identify the contents and quantities of the shipment. It is the responsibility of the Purchaser to verify that all box numbers in the hardware crate are accounted for, not to open and count each individual item per box. The Purchaser must count anything that is not boxed.

FIRST AMENDMENT TO AGREEMENT FOR SERVICES

THIS FIRST AMENDMENT ("First Amendment") is made and executed this 14th day of December, 2023, by and between the City of Cottage Grove, 12800 Ravine Parkway, Cottage Grove, Minnesota 55016, ("City") and Becker Arena Products, Inc., 720 Innovation Drive, Shakopee, Minnesota 55379 ("Contractor").

WHEREAS, the City entered into an Agreement for Services with Contractor for certain Services on September 27, 2022 ("Original Agreement"), as defined in that Original Agreement; and

WHEREAS, City desires to have Contractor perform additional services ("Additional Services") as described and set forth in Exhibit A, under the same terms and conditions of the Original Agreement and Contractor is willing to perform such Additional Services.

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

1. ADDITIONAL SERVICES.

- a. City agrees to engage Contractor as an independent contractor for the purpose of performing Additional Services as defined in the following documents:
 - i. Except as noted below, a proposal dated December 14, 2023 incorporated herein as Exhibit A;
 - ii. Exceptions:
 - A. Page 2 – Delete in its entirety "Material Price Escalation & De-Escalation Clause" language.
 - B. Page 3 Signatures are deleted.
 - C. Page 4-6 are deleted
2. Except as provided herein, the remaining sections of the Original Agreement remain unchanged.

[Remainder of this page intentionally left blank.]

CITY OF COTTAGE GROVE

By: _____
Myron Bailey, Mayor

By: _____
Tamara Anderson, City Clerk

Date: _____

CONTRACTOR



By: Jeff Brosz

Its: GM - Becker

Date: 12-14-23

EXHIBIT A PROPOSAL FOR SERVICES



720 Innovation Drive
Shakopee, Minnesota, USA 55379
Tel: 952-890-2690
beckerarena.com

Customer #: City of Cottage Grove
Sourcewell ID: 35965
Quotation #: BAP ODR Dasher
Revision #: 2
Date: August 31, 2022
Proposal Expiration Date: October 1, 2022
Sales Consultant: Dan Mehren *dan.mehren@beckerarena.com*

Prepared For:
Jim Fohrman
City of Cottage Grove
8635 W Pt Douglas Rd
Cottage Grove, MN 55016

Project Location:
Cottage Grove ODR
Cottage Grove MN 56308

Thank you for considering Becker Arena Products, Inc., we appreciate the opportunity...

Benefits of Choosing to Partner with Becker Arena Products

- A stable and reliable company since 1988
- A staff with in-depth knowledge of the industry and products
- Quality products that last
- Experienced and professional installers
- Excellent customer service
- Worry Free Projects – Guaranteed

This system is available through the Sourcewell Cooperative Purchasing Program at discounted pricing. BECKER ARENA PRODUCTS, INC – VENDOR CONTRACT #120320 - ATH

- Sourcewell is a municipal contracting government agency that serves education and government agencies nationally through competitively bid and awarded contract purchasing solutions. Over 47,000 Member agencies enjoy the value and commitment of the world-class Sourcewell awarded Vendors. Take advantage of the cooperative purchasing discounts shown here in this quotation mentioning our contract #120320 - ATH when ordering. You must be a member and contracting authority. Ask your salesperson for a copy of the Sourcewell Contract Purchasing information

Per our recent discussion please find the below pricing for the following BAP 6.0 Steel dasher board system.

beckerarena.com

BAP6.0 SIGNATURE SERIES OUTDOOR HOCKEY DASHER BOARD SYSTEM

Becker Arena Products, Inc. shall furnish and install the following new custom built BAP6.0 *Signature Series* galvanized steel outdoor dasher board system. Pricing is based on the information provided and will include the following items and features.

DASHER FRAMING W/FIBERGLASS FACING AND KICK PLATE - POLYETHYLENE CAP RAIL

- Rink Size: 150'x75'x28' radius – 402 lineal feet of 42" high 6" wide BAP *Signature Series* galvanized steel frame dasher boards, ring only
- 1/4" thick White high-impact fiberglass dasher facing.
- 1/4" x 8" high White high-impact fiberglass kick plate
- 3/4" White UV stabilized high-density polyethylene cap rail.
- All panels pre-assembled
- All panel steel framing hot dip galvanized after fabrication.
- Dashers to be anchored directly to concrete using 5/8" epoxy anchors

GATES

- One 10'-0" straight/curved double leaf straight equipment gate complete with heavy duty adjustable hinges, two slide bars and heavy-duty casters.
- One 36" straight access gate with heavy duty hinges (general access locations)
- Two 30" Player bench gates with heavy duty hinges. Ice-side plungers for latch not included
- 1" thick high-density polyethylene thresholds access gates

CONTAINMENT FENCING

- Support posts for 6' high fence fabric
- 222 lineal feet of 6' high x 6-gauge galvanized chain link fabric with three horizontal support rails and all hardware for a complete installation
- Four (4) each shield termination pads

INSTALLATION

- Becker Arena Products, Inc. will furnish an experienced and professional installation crew that meets all requirements to be considered a Qualified Becker Arena Products, Inc. Employee or Partner. This approved team will complete the installation of the dasher system and chain link fencing as described above. Price includes labor (Non-union labor / non prevailing wage rate) required forklift and all equipment for installing chain link fence.

DELIVERY

- Freight to Cottage Grove MN has been estimated and included in the total dasher pricing. Due to the volatility in transportation and freight rates, Becker Arena Products reserves the right to adjust the total price to match the actual freight rates incurred on the date of shipment(s).

Total Price (material, labor, freight)

Accept _____ \$ 130,526.00

Material Price Escalation & De-Escalation Clause (Due to the volatility of all components of the above dasher board system)

- In the event that the price of any of the material(s) used in the Becker Arena Products, Inc. production of the above product increase or decrease by 3% or greater from the price used for that material(s) at the time the quote was signed, then the price for the material(s) in the contract between Becker Arena Products, Inc. and the purchaser shall be increased or decreased to reflect the additional or reduced cost to obtain that material or materials. Purchaser agrees that Becker Arena Products, Inc. shall be entitled to an adjustment to the contract price to reflect and price increases of material(s) that occur as a result of Becker Arena Products, Inc. incurring additional costs when ordering materials.

Please Note: Taxes are the responsibility of the purchaser. Prices do not include special insurance requirements, bonding, or applicable permits and/or license fees. Prices subject to site visit and/or receipt of final construction drawings and specifications. If sales tax is applicable, it will be added to the proposal totals and noted on a Contract Summary Sheet that will be sent back with your executed contract.

All payment terms are based on credit approval.

Our Standard Payment terms are:

45% due upon placement of order	\$ _____
45% due 10 days prior to shipment	\$ _____
10% due upon completion	\$ _____

The above payment amounts will be filled in based on total contract price and any applicable sales tax and sent back on the Contract Summary Sheet with your executed contract.

We are looking forward to the opportunity of working with you on your project and if we can be of further assistance please do not hesitate to call.

This proposal is subject to Becker Arena Products, Inc. Standard Terms and Conditions and Limited Warranty and may be withdrawn without penalty at any time before contract execution. If accepted, please sign and return this copy to Becker Arena Products. When approved and signed by one of our officers a fully executed copy will be forwarded for your records. This proposal is subject to change, withdrawal or cancellation until accepted by you. If Becker Arena Products, Inc. have not received your acceptance within 60 days from the date hereof, this proposal shall automatically expire. Becker Arena Products, Inc. retains a security interest in all products covered in this agreement until all payment terms have been met. In addition, the purchaser agrees to sign any additional documents for Becker Arena Products, Inc. to perfect its security interest in the products.

Proposal/Contract # BAP ODR Dasher rev 2 is accepted with initialed options:

Purchaser Signature

Title

Print Name

Today's Date

#35965
Sourcewell ID

Becker Arena Products, Inc.

General Manager
Title

Jeff Brosz
Print Name

Today's Date

#120320 - ATH
Sourcewell Contract ID

BECKER ARENA PRODUCTS INC. STANDARD TERMS AND CONDITIONS OF SALE - EFFECTIVE JANUARY 2021

1. **Definitions.** In these terms "Seller" means the seller of the Goods as defined herein; "Buyer" means the entity purchasing the Goods, including any successors thereof; "Goods" means the goods, products and materials manufactured, imported, supplied and/or delivered for or by Seller to Buyer, as such were approved by Seller in reply to Buyer's order and accordingly listed in the Approval of Order; "Approval of Order", in respect of any Buyer's order, means the instrument issued by Seller, bearing the same reference number of such order and specifying, among any other terms, the items of Goods, including their respective price and quantity, which shall be supplied to Buyer upon such order; "Contract" means the contract for the supply of Goods which have been ordered by Buyer and specified in Seller's Approval of Order, which contract is concluded based on these Terms and Conditions of Sale unless otherwise specified in the Approval of Order.

2. **Payment.** Payment for Goods shall be due on or prior to the delivery date of Goods and no discount may be taken. Payments received after the due date thereof shall bear a service charge from their due date, at the maximum lawful interest rate applicable, and if none - at the annual rate of 5% above the base rate from time to time of the central bank of the place of Buyer's incorporation. All payments shall be made to Seller's designated bank account in the same currency and for the same amounts as specified in the Approval of Order.

3. **Prices, Duties and Taxes.** Prices specified in the Approval of Order are net, excluding packaging, and shall be deemed Ex-works (Incoterms 2000 as amended). Prices are based, inter alia, on production costs for supplies, labor, deliveries, duties, and services current on the order date. In the event of material increase in any such costs, Seller reserves the right either to adjust the prices for Goods accordingly, or to cancel any certain part of the sales relating to undelivered Goods. Duties, taxes, fees, levies and other compulsory payments applicable to the sale of Goods any time, as well as freight, express, insurance and delivery charges, shall all be borne and paid in full by Buyer, unless otherwise expressly stipulated.

4. **Delivery.** Delivery dates noted on the Approval of Order are estimates only, and are not guaranteed, and are all subject to adjustment as determined by the Seller acting reasonably. The acceptance of shipment by a common carrier or by any licensed public truckman shall constitute proper delivery. Risk associated with the Goods shall pass to Buyer on delivery or with the passing of title in the Goods, whichever occurs first; provided however, that where delivery is delayed due to circumstances caused by or within the responsibility of Buyer, risk of loss shall pass to Buyer upon Seller's notification that Goods are ready for dispatch.

5. **Retention of Title.** Title shall pass to Buyer only upon full payment by Buyer for the Goods and following payment of any other outstanding debt by Buyer to Seller. Buyer shall, at Seller's request, take any measures necessary under applicable law to protect Seller's title in the Goods, and lawfully notify Buyer's present or potential creditors of Seller's title on and interest in the Goods. Buyer acknowledges that so long as title has not been transferred in the Goods, it holds the Goods as bailee and fiduciary agent for the Seller and shall safely and securely store and keep the Goods separate and in good condition, clearly showing the Seller's ownership of the Goods and shall respectively record the Seller's ownership of the Goods in its books. Notwithstanding the above, Buyer may use Goods for its own use, or sell Goods, as fiduciary agent for the Seller, to a third party in the normal course of business by bona fide sale at market value, where by proceeds of such usage or sale of Goods, as the case may be, shall, to the extent of the amount being owed by Buyer to Seller at the time of receipt of such proceeds, be held by Buyer on trust for Seller and specifically ascertained, until payment in full for all payable debts by Buyer to Seller.

6. **Warranty.**

a) If applicable, Seller warrants that Goods as set out in the warranty applicable thereto given by Seller to Buyer, subject always to the terms and conditions thereof, and subject to use, storage and application thereof in accordance with and based on Seller's standard tolerances, instructions of use and recommendations. b) Unless otherwise restricted by mandatory applicable law, THE WARRANTY SET FORTH HEREIN IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY, QUALITY AND FITNESS FOR USE AND FOR PURPOSE, ANY ADVICE AND RECOMMENDATION AND ANY OBLIGATIONS OR LIABILITIES WHICH MAY BE IMPUTED TO SELLER, ANY AND ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED, DENIED AND EXCLUDED. BUYER EXPRESSLY AGREES THAT NO WARRANTY THAT IS NOT SPECIFICALLY STATED IN THIS AGREEMENT WILL BE CLAIMED OR OTHERWISE ADHERED TO BY BUYER AND/OR BY ANYONE ACTING ON BUYER'S BEHALF AND/OR BY ANYONE DERIVING THE LEGALITY OF ITS CLAIM FROM BUYER, NOR THAT WILL ANY SUCH WARRANTY BE VALID. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT, ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, USE OR HANDLING OF ANY AND ALL GOODS SPECIFIED OR CONTEMPLATED BY THIS CONTRACT. NO WARRANTY IS MADE WITH RESPECT TO ANY OF THESE GOODS WHICH HAVE BEEN SUBJECT TO ACCIDENT, NEGLIGENCE, ALTERATION, IMPROPER CARE, IMPROPER STORAGE, IMPROPER MAINTENANCE, ABUSE OR MISUSE.

7. **Claims and Liability.**

a) Unless Seller shall within 30 days after delivery of the Goods, receive from Buyer written notice of any matter or thing by reason whereof it is alleged that Goods are not in accordance with the Contract, Goods delivered shall be deemed to have been supplied, delivered and accepted in all respects in full conformity with the Contract and Buyer shall be entitled neither to reject the same nor to raise any claim for damages or for other remedy in respect of any alleged negligence and/or breach of warranty and/or any condition. b) In any claim, brought subject to the conditions above, Buyer must prove to the satisfaction of Seller that it followed Seller's instructions for use, care, storage, maintenance, handling and application of the Goods. c) Unless otherwise specifically restricted by mandatory applicable law, Seller's liability under any claim and in connection with any possible allegation, whether based on negligence, contract, or any other cause of action, shall, if the Seller shall be liable hereunder, be limited to either (i) the replacement of the Goods or the supply of equivalent goods; (ii) the repair, or payment of the cost of repair, of the Goods; or (iii) credit in an amount equal to the purchase price specified in Seller's pertinent invoice, or in an amount of equivalent goods, all at Seller's sole option. Buyer acknowledges that the remedy available to him as specified herein, in lieu of any remedies that may be otherwise available to him, now or in the future, whether in law or in equity, relating to any loss or damage, whether directly or indirectly, arising from the purchase and/or the use of Goods, including without limitation, any actual or contingent damages, loss of production, loss of profit, loss of use, loss of contracts or any other consequential or indirect loss whatsoever, whether pecuniary or non-pecuniary, and it is acknowledged and agreed by Buyer that in no circumstances shall Seller be liable for any such damages. Should any limitation on Seller's liability hereunder be held ineffective under applicable law, then Seller's liability shall in any event be limited to the minimum amount of damages to which Seller may limit its liability, where such is greater than the purchase price as specified in Seller's pertinent invoice. Additionally, any action against Seller must be commenced within one year after the cause of action accrues. d) Buyer, for himself and for any other party which may claim either under or through Buyer, or independently of Buyer, including Buyer's employees, directors, officers, representatives and personnel, shall indemnify and hold Seller harmless, from and against any claim or liability for damages in any way relating to the supply or use of the Goods, including claims for negligence and including but not limited to, any claim in connection with the design, manufacture, use, care, storage, delivery, application or maintenance of any Goods sold hereunder, whether alleged to have been committed by Seller or by any other person whatsoever. Buyer's undertaking as specified in this subsection shall extend and inure to the benefit of Seller and of Seller's successors at any time, as well as to Seller's personnel, representatives, managers, directors and officers. Nothing contained herein shall take effect to exclude or limit liability where liability may not be excluded or limited under applicable law, including, without limitation, for death, personal injury and fraudulent misrepresentations. e) Any and all warranties, undertakings, guarantees, or assurances provided herein by Seller, are specifically limited to Buyer herein, and not imputed by Seller, whether directly or indirectly, expressly or impliedly, to any other person or entity, including any subsequent buyer or user, bailee, licensee, assignee, employee and agent of Buyer.

8. Default. Upon failure of Buyer to pay any amounts due to Seller, or in the event of any breach or anticipated breach by Buyer of any Contract with Seller, or if Buyer shall either (i) become insolvent, (ii) call a meeting of its creditors, or (iii) make any assignment for the benefit of creditors, or if (iv) a bankruptcy, insolvency, reorganization, receivership or reorganization proceeding shall be commenced by or against Buyer, then, in each such occasion, Seller may, at its sole discretion, opt to (1) cancel this and any other Contract with Buyer (without waiving any of Seller's rights to pursue any remedy against Buyer); (2) claim return of any Goods in the possession of Buyer, the title of which has not passed to Buyer, and enter Buyer's premises (or the premises of any associated company or agent where such Goods are located), without liability for trespass or any alleged damage, to retake possession of such Goods; (3) defer any shipment hereunder; (4) declare forthwith due and payable all outstanding bills of Buyer under this or any Contract; and/or (5) sell all or part of the undelivered Goods, without notice at public and/or on private sale, while Buyer shall be responsible for all costs and expenses of such sale and be liable to Seller for any shortfall in the discharge of the amounts due to Seller. **9. Independent Delivery.** Each delivery of Goods shall (without prejudice to Seller's rights under clause 8 hereinabove) be considered a separate contract and the failure of any delivery shall not vitiate any contract as to deliveries of other Goods and payment therefor.

10. Cancellation. Orders manufactured in whole or in part, pursuant to Buyer's specifications, may not be cancelled except with Seller's prior written consent, on terms which will compensate Seller for any resulting losses.

11. No-Assignment. No rights or obligations of Buyer arising out of this Contract may be assigned without the express prior written consent of Seller.

12. Force Majeure. Should Seller be prevented from effecting deliveries of the Goods or any of them by reason of either an act of god, insurrection, riot, war hostilities, terror attacks, warlike operations, piracy, arrests, restraints or detentions by any competent authority, strikes or combinations or lock-out of workmen, fire, floods, droughts, earthquakes, permanent or temporary delay or inability to obtain labor, material or services through Seller's usual and regular sources, or any other circumstances (whether of a nature similar to those specified, or not) beyond the absolute control of the Seller, then, in each such cases, the obligation of the Seller to effect deliveries hereunder shall be suspended until after such prevention shall cease to continue. Should any deliveries under this Contract be suspended under this clause for more than 90 days – either party may withdraw from this Contract and be relieved from any liability; provided however, that Buyer shall nevertheless accept delivery and pay for such Goods once the Seller is able to deliver in accordance with the period(s) of shipment named in this Contract. Seller shall not be liable for, and be relieved from, any loss or damages of any kind resulting from the causes mentioned hereinabove.

13. Advice. Any provisions specified or implied by herein or elsewhere notwithstanding, any advice, recommendation, information, assistance or service provided by Seller in relation to the Goods or in respect of their use or application is given in good faith, shall be deemed accepted by Buyer without imputation of any liability to Seller, and it shall be the responsibility of Buyer to confirm the accuracy and reliability of the same in light of the use of which Buyer makes or intends to make of the Goods.

14. Entire Agreement. This Contract merges the entire terms and conditions for sale of the Goods. In the event of any conflict between the terms herein and any provisions included in the Approval of Order, the latter shall govern and prevail. Subject to the foregoing, nothing specified in, or referred to by, any other document, record or instrument whatsoever, which relates to and/or which otherwise subsists in connection with the sale of Goods herein, whether expressly or impliedly, including any written order, request or other standard or specific terms of any entity, shall or may be interpreted to attribute to Seller and/or to Seller's affiliates or representatives (i) any liability, obligation, commitment and/or undertaking, and/or (ii) any waiver in connection with or of any right, whether contractual, proprietary, in-person and/or equitable, including but not limited to, any and all intellectual property rights in connection with the Goods, which are and shall always remain in the Seller's exclusive and complete ownership under all circumstances whatsoever, notwithstanding any sale of Goods hereunder and whether the Goods shall be standard Goods or manufactured to a specific order. No modification or waiver of any provision hereof shall become valid and effective except upon a written instrument duly signed beforehand by Seller. No waiver by either party of any default of the other party shall be deemed a waiver of any subsequent or other default. If any provision of this Contract becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, the balance of this Contract shall continue in full force and effect without the provision.

15. Law and Arbitration. This Contract shall be governed by and construed in accordance with the laws of the state of Seller's incorporation. Any dispute arising out of or in connection with this Contract shall, if so determined by the Seller, be finally settled by arbitration in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce ("ICC"), as shall be in effect from time to time, and if so determined, the balance of this Section shall apply. The arbitration shall be held at such location in the state of Seller's incorporation as shall be determined by Seller, in its sole discretion. The arbitrator shall be mutually appointed by Seller and Buyer within 21 (twenty-one) days following a written demand for arbitration by either of the parties. Failing to reach an agreement regarding the nomination of an arbitrator, the head of the relevant ICC national committee (located in the Seller's country of incorporation; and absent such local committee in that specific country – the ICC UK Committee (www.iccnai.net)) shall appoint an arbitrator at the request of any of the parties, a copy of which request for the appointment of an arbitrator shall be provided by the requesting party to the other party. Awards may be enforced in accordance with the 1958 New York Convention and judgment may be entered upon any award in any court having jurisdiction over the parties and/or their assets. The arbitrator's fees shall be paid by both parties in equal parts unless otherwise determined by the arbitrator. This provision shall survive any termination of any of the terms and conditions herein and shall be deemed to constitute an independent arbitration agreement between Buyer and Seller for all purposes and intents.

16. Dasher Board Systems

1. Seller may choose whether or not to produce the rink according to its production schedule. If they produce the rink on schedule, it will be stored at Becker Arena Product's location of business and storage fees will be charged to the Purchaser at the rate of US \$300 per week. All payments will be due according to the terms from the original ship date. If the Seller chooses to delay production to coincide with the new ship date, no storage fees will apply, and payment will be due according to the terms from the original ship date. If contract terms are paid in full prior to shipping, the time will start from the original ship date and not the adjusted ship date.
2. A new shipping installation date will be coordinated with Seller's installation department and confirmed with the Purchaser. The Seller will reschedule the installation for the next available date according to the Seller's installation schedule. In some cases, the site delay may cause additional charges. This includes, but is not limited to, wages, remobilization, and equipment rental, to be paid by the Purchaser.
3. If the Purchaser's site is not ready when the Seller's installation crew arrives, additional costs will be charged to the Purchaser. This includes, but is not limited to wages, travel, lodging, meals, equipment rental and changes in Becker Arena Product's installation schedule.

17. General Site Requirements.

The following criteria must be met, or extra charges may apply, and delays will be incurred, if the site is not in compliance when Seller is ready to deliver and install the goods:

1. Concrete and Floor Work: All concrete work is to be completed and allowed to cure, according to job specifications and/or refrigeration contractors requirements, before the date installation is scheduled to begin.
2. The levelness of the perimeter concrete, where the rink is to be installed, must be within 1/8" of levelness for every 10' in length and no more than 1/4" difference in height over the length and width of the perimeter surface.
3. For sand floors, the first 6" from the front of the curb, where the rink is to be installed, must be within 1/16" of flatness from the inside edge outward and meet the levelness and flatness conditions specified above. Sand floors are not to be final graded prior to dasher board installation.
4. Expansion joints, which are to be covered completely by the rink, are to be within 1/2" of straightness from end to end and side to side. The distance from side to side and end to end of the outside edge of the expansion joint is to be within 1/2" of the required dimension for the frame to cover it.
5. If, upon arrival, the perimeter concrete is inspected and does not meet the specifications for levelness, flatness, straightness and size, the following will occur:
6. Seller's Representative will determine if rink can be shimmed or adjusted/cut to achieve desired levelness, fit and/or expansion joint coverage while maintaining the structural integrity of the rink. If so, the additional time and materials to do this will be paid by the Purchaser. A change order must be filled out by the Seller's Representative and signed by the Purchaser before any work commences.
7. If the rink cannot be shimmed or adjusted to the desired levelness and/or coverage while maintaining the structural integrity of the rink, the Purchaser will be responsible for fixing the surface to meet specifications. All associated costs for this are the sole responsibility of the Purchaser.
8. The Seller will accept contracts that are retrofit projects with the understanding that the condition of the underlying perimeter concrete work meets the specifications stated above. If, after removal of the existing rink, the concrete does not meet these conditions, points "1" and "2" from above will apply.

18. Requirements for Rink Installations:

(Refer to the enclosed Site Requirements)

1. Walk Through Inspection. When Seller's work is complete or near complete, Purchaser or the Purchaser's Representative (including general contractors and architects) must be available for a final walk-through inspection with the Seller's Representative. Any parties who do not attend the walk through will forfeit their right to submit punch list items. A final punch list of items to be completed or repaired will be prepared as a result of this walk through. Any item not included on the final "punch list" will not be the responsibility of the Seller unless it is covered by the Seller's Warranty.
2. Shop Drawings and Non-standard Shielding. Preparation of shop drawings will not commence until after the signed contract has been delivered to Seller. Production will not commence until Seller receives approved shop drawings. Field measured; tempered glass (non-standard sizes) may require an additional 3-4 weeks for delivery after completion of installation. Any field measured tempered glass to be installed by purchaser.
3. Polyethylene. All polyethylene used to manufacture the rink shall be virgin material. All colors shall match within manufacturer's tolerance.
4. Seller will not be responsible for replacing polyethylene that conforms to manufacturers color tolerance. During manufacturing, all panels shall have the polyethylene overhang past the frame a minimum of 1/16" on each end to allow for contraction of the material due to temperature change in the field. Seller shall not be responsible for material contraction gaps between panels due to temperature change if it adheres to these manufacturing requirements.
5. Material Check-in. (Installation supervision and supply only contracts) The Purchaser shall be responsible to verify the shipment for quantities and any damage caused from shipping for jobs that include installation supervision or are supply only. Any quantity variances and/or damage must be noted and reported to the Project Manager by filling out the Material Check-in Form and faxing it to the Project Manager. Missing/damaged items must be reported within 24 hours of receipt to receive credit. All boxes will be clearly marked by the Seller. The Ship list will clearly identify the contents and quantities of the shipment. It is the responsibility of the Purchaser to verify that all box numbers in the hardware crate are accounted for, not to open and count each individual item per box. The Purchaser must count anything that is not boxed.

Customer #: 200554
Sourcewell ID: 35965
Quotation #: BAP ODR Dasher Upgrades
Revision #: 1
Date: December 14, 2023
Proposal Expiration Date: January 14, 2024
Sales Consultant: Dan Mehren

Prepared For:
Zac Dockter
City of Cottage Grove
8635 W Pt Douglas Rd
Cottage Grove, MN 55016

Project Location:
Glacial Valley Park ODR
9900 Ravine Parkway South
Cottage Grove MN 55016

Thank you for considering Becker Arena Products, Inc., we appreciate the opportunity...

Benefits of Choosing to Partner with Becker Arena Products

- A stable and reliable company since 1988
- A staff with in-depth knowledge of the industry and products
- Quality products that last
- Experienced and professional installers
- Excellent customer service
- Worry Free Projects – Guaranteed

This system is available through the Sourcewell Cooperative Purchasing Program at discounted pricing. BECKER ARENA PRODUCTS, INC – VENDOR CONTRACT #120320 - ATH

- Sourcewell is a municipal contracting government agency that serves education and government agencies nationally through competitively bid and awarded contract purchasing solutions. Over 47,000 Member agencies enjoy the value and commitment of the world-class Sourcewell awarded Vendors. Take advantage of the cooperative purchasing discounts shown here in this quotation mentioning our contract #120320 - ATH when ordering. You must be a member and contracting authority. Ask your salesperson for a copy of the Sourcewell Contract Purchasing information

Per our recent discussion please find the below pricing for the following BAP 6.0 ODR shielding upgrades. All pricing includes material, freight, and labor to install (non-union/non-prevailing wage rates).

Shielding Options

BASE: Acrylic Shielding

BAP to furnish and install all new acrylic shielding for one end zone and radius, including the additional 18' along eastern straight.

- Approximately 125 lineal feet of CrystaPlex 590 acrylic shielding, 6' in height
- Two-piece round anodized aluminum shield supports to be installed complete
- Existing cap rail to be drilled for new support post and shielding slot to be routed for acrylic containment
- All fasteners and misc. hardware included

Total Price (material, labor, freight)

Accept _____ \$ 33,626.00

OPTION A: Netting

BAP to furnish and install new black nylon netting above the existing chain link fencing or optional acrylic for additional containment.

- Approximately 125 lineal feet, 6' in height. Black Nylon puck containment netting
- Steel support posts, galvanized.
- All cables, clips, and misc. hardware for installation included.

Total ADD to BAES Price (material, labor, freight)

Accept _____ \$ 11,813.00

Total of Above Options

\$ 45,439.00

Material Price Escalation & De-Escalation Clause (Due to the volatility of all components of the above dasher board system)

- In the event that the price of any of the material(s) used in the Becker Arena Products, Inc. production of the above product increase or decrease by 3% or greater from the price used for that material(s) at the time the quote was signed, then the price for the material(s) in the contract between Becker Arena Products, Inc. and the purchaser shall be increased or decreased to reflect the additional or reduced cost to obtain that material or materials. Purchaser agrees that Becker Arena Products, Inc. shall be entitled to an adjustment to the contract price to reflect and price increases of material(s) that occur as a result of Becker Arena Products, Inc. incurring additional costs when ordering materials.

Please Note: Taxes are the responsibility of the purchaser. Prices do not include special insurance requirements, bonding, or applicable permits and/or license fees. Prices subject to site visit and/or receipt of final construction drawings and specifications. If sales tax is applicable, it will be added to the proposal totals and noted on a Contract Summary Sheet that will be sent back with your executed contract.

All payment terms are based on credit approval.

Our Standard Payment terms are:

due upon placement of order	\$ 10,000.00
due upon completion	\$ 35,439.00

The above payment amounts will be filled in based on total contract price and any applicable sales tax and sent back on the Contract Summary Sheet with your executed contract.

We are looking forward to the opportunity of working with you on your project and if we can be of further assistance please do not hesitate to call.

This proposal is subject to Becker Arena Products, Inc. Standard Terms and Conditions and Limited Warranty and may be withdrawn without penalty at any time before contract execution. If accepted, please sign, and return this copy to Becker Arena Products. When approved and signed by one of our officers a fully executed copy will be forwarded for your records. This proposal is subject to change, withdrawal, or cancellation until accepted by you. If Becker Arena Products, Inc. have not received your acceptance within 60 days from the date hereof, this proposal shall automatically expire. Becker Arena Products, Inc. retains a security interest in all products covered in this agreement until all payment terms have been met. In addition, the purchaser agrees to sign any additional documents for Becker Arena Products, Inc. to perfect its security interest in the products.

Proposal/Contract # **BAP ODR Dasher Upgrades rev 1** is accepted with initialed options:

Purchaser Signature

Title

Print Name

Today's Date

#35965
Sourcewell ID

Becker Arena Products, Inc.

General Manager
Title

Jeff Brosz
Print Name

Today's Date

#120320 - ATH
Sourcewell Contract ID

BECKER ARENA PRODUCTS INC. STANDARD TERMS AND CONDITIONS OF SALE - EFFECTIVE JANUARY 2021

1. Definitions. In these terms "Seller" means the seller of the Goods as defined herein; "Buyer" means the entity purchasing the Goods, including any successors thereof; "Goods" means the goods, products and materials manufactured, imported, supplied and/or delivered for or by Seller to Buyer, as such were approved by Seller in reply to Buyer's order and accordingly listed in the Approval of Order; "Approval of Order", in respect of any Buyer's order, means the instrument issued by Seller, bearing the same reference number of such order and specifying, *among any other terms*, the items of Goods, including their respective price and quantity, which shall be supplied to Buyer upon such order; "Contract" means the contract for the supply of Goods which have been ordered by Buyer and specified in Seller's Approval of Order, which contract is concluded based on these Terms and Conditions of Sale unless otherwise specified in the Approval of Order.

2. Payment. Payment for Goods shall be due on or prior to the delivery date of Goods and no discount may be taken. Payments received after the due date thereof shall bear a service charge from their due date, at the maximum lawful interest rate applicable, and if none – at the annual rate of 5% above the base rate from time to time of the central bank of the place of Buyer's incorporation. All payments shall be made to Seller's designated bank account in the same currency and for the same amounts as specified in the Approval of Order.

3. Prices, Duties and Taxes. Prices specified in the Approval of Order are net, excluding packaging, and shall be deemed Ex-works (Incoterms 2000 as amended). Prices are based, inter alia, on production costs for supplies, labor, deliveries, duties, and services current on the order date. In the event of material increase in any such costs, Seller reserves the right either to adjust the prices for Goods accordingly, or to cancel any certain part of the sales relating to undelivered Goods. Duties, taxes, fees, levies and other compulsory payments applicable to the sale of Goods any time, as well as freight, express, insurance and delivery charges, shall all be borne and paid in full by Buyer, unless otherwise expressly stipulated.

4. Delivery. Delivery dates noted on the Approval of Order are estimates only, and are not guaranteed, and are all subject to adjustment as determined by the Seller acting reasonably. The acceptance of shipment by a common carrier or by any licensed public truckman shall constitute proper delivery. Risk associated with the Goods shall pass to Buyer on delivery or with the passing of title in the Goods, whichever occurs first; provided however, that where delivery is delayed due to circumstances caused by or within the responsibility of Buyer, risk of loss shall pass to Buyer upon Seller's notification that Goods are ready for dispatch.

5. Retention of Title. Title shall pass to Buyer only upon full payment by Buyer for the Goods and following payment of any other outstanding debt by Buyer to Seller. Buyer shall, at Seller's request, take any measures necessary under applicable law to protect Seller's title in the Goods, and lawfully notify Buyer's present or potential creditors of Seller's title on and interest in the Goods. Buyer acknowledges that so long as title has not been transferred in the Goods, it holds the Goods as bailee and fiduciary agent for the Seller and shall safely and securely store and keep the Goods separate and in good condition, clearly showing the Seller's ownership of the Goods and shall respectively record the Seller's ownership of the Goods in its books. Notwithstanding the above, Buyer may use Goods for its own use, or sell Goods, as fiduciary agent for the Seller, to a third party in the normal course of business by bona fide sale at market value, whereby proceeds of such usage or sale of Goods, as the case may be, shall, to the extent of the amount being owed by Buyer to Seller at the time of receipt of such proceeds, be held by Buyer on trust for Seller and specifically ascertained, until payment in full for all payable debts by Buyer to Seller.

6. Warranty.

a) If applicable, Seller warrants that Goods as set out in the warranty applicable thereto given by Seller to Buyer, subject always to the terms and conditions thereof, and subject to use, storage and application thereof in accordance with and based on Seller's standard tolerances, instructions of use and recommendations. b) Unless otherwise restricted by mandatory applicable law, THE WARRANTY SET FORTH HEREIN IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY, QUALITY AND FITNESS FOR USE AND FOR PURPOSE, ANY ADVICE AND RECOMMENDATION AND ANY OBLIGATIONS OR LIABILITIES WHICH MAY BE IMPUTED TO SELLER, ANY AND ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED, DENIED AND EXCLUDED. BUYER EXPRESSLY AGREES THAT NO WARRANTY THAT IS NOT SPECIFICALLY STATED IN THIS AGREEMENT WILL BE CLAIMED OR OTHERWISE ADHERED TO BY BUYER AND/OR BY ANYONE ACTING ON BUYER'S BEHALF AND/OR BY ANYONE DERIVING THE LEGALITY OF ITS CLAIM FROM BUYER, NOR THAT WILL ANY SUCH WARRANTY BE VALID. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT, ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, USE OR HANDLING OF ANY AND ALL GOODS SPECIFIED OR CONTEMPLATED BY THIS CONTRACT. NO WARRANTY IS MADE WITH RESPECT TO ANY OF THESE GOODS WHICH HAVE BEEN SUBJECT TO ACCIDENT, NEGLIGENCE, ALTERATION, IMPROPER CARE, IMPROPER STORAGE, IMPROPER MAINTENANCE, ABUSE OR MISUSE.

7. Claims and Liability.

a) Unless Seller shall within 30 days after delivery of the Goods, receive from Buyer written notice of any matter or thing by reason whereof it is alleged that Goods are not in accordance with the Contract, Goods delivered shall be deemed to have been supplied, delivered and accepted in all respects in full conformity with the Contract and Buyer shall be entitled neither to reject the same nor to raise any claim for damages or for other remedy in respect of any alleged negligence and/or breach of warranty and/or any condition. b) In any claim, brought subject to the conditions above, Buyer must prove to the satisfaction of Seller that it followed Seller's instructions for use, care, storage, maintenance, handling and application of the Goods. c) Unless otherwise specifically restricted by mandatory applicable law, Seller's liability under any claim and in connection with any possible allegation, whether based on negligence, contract, or any other cause of action, shall, if the Seller shall be liable hereunder, be limited to either (i) the replacement of the Goods or the supply of equivalent goods; (ii) the repair, or payment of the cost of repair, of the Goods; or (iii) credit in an amount equal to the purchase price specified in Seller's pertinent invoice, or in an amount of equivalent goods, all at Seller's sole option. Buyer acknowledges that the remedy available to him as specified herein, is in lieu of any remedies that may be otherwise available to him, now or in the future, whether in law or in equity, relating to any loss or damage, whether directly or indirectly, arising from the purchase and/or the use of Goods, including without limitation, any actual or contingent damages, loss of production, loss of profit, loss of use, loss of contracts or any other consequential or indirect loss whatsoever, whether pecuniary or non-pecuniary, and it is acknowledged and agreed by Buyer that in no circumstances shall Seller be liable for any such damages. Should any limitation on Seller's liability hereunder be held ineffective under applicable law, than Seller's liability shall in any event be limited to the minimum amount of damages to which Seller may limit its liability, where such is greater than the purchase price as specified in Seller's pertinent invoice. Additionally, any action against Seller must be commenced within one year after the cause of action accrues. d) Buyer, for himself and for any other party which may claim either under or through Buyer, or independently of Buyer, including Buyer's employees, directors, officers, representatives and personnel, shall indemnify and hold Seller harmless, from and against any claim or liability for damages in any way relating to the supply or use of the Goods, including claims for negligence and including but not limited to, any claim in connection with the design, manufacture, use, care, storage, delivery, application or maintenance of any Goods sold hereunder, whether alleged to have been committed by Seller or by any other person whatsoever. Buyer's undertaking as specified in this subsection shall extend and inure to the benefit of Seller and of Seller's successors at any time, as well as to Seller's personnel, representatives, managers, directors and officers. Nothing contained herein shall take effect to exclude or limit liability where liability may not be excluded or limited under applicable law, including, without limitation, for death, personal injury and fraudulent misrepresentations. e) Any and all warranties, undertakings, guarantees, or assurances provided herein by Seller, are specifically limited to Buyer herein, and not imputed by Seller, whether directly or indirectly, expressly or impliedly, to any other person or entity, including any subsequent buyer or user, bailee, licensee, assignee, employee and agent of Buyer.

8. Default. Upon failure of Buyer to pay any amounts due to Seller, or in the event of any breach or anticipated breach by Buyer of any Contract with Seller, or if Buyer shall either (i) become insolvent, (ii) call a meeting of its creditors, or (iii) make any assignment for the benefit of creditors, or if (iv) a bankruptcy, insolvency, reorganization, receivership or reorganization proceeding shall be commenced by or against Buyer, then, in each such occasion, Seller may, at its sole discretion, opt to (1) cancel this and any other Contract with Buyer (without waiving any of Seller's rights to pursue any remedy against Buyer); (2) claim return of any Goods in the possession of Buyer, the title of which has not passed to Buyer, and enter Buyer's premises (or the premises of any associated company or agent where such Goods are located), without liability for trespass or any alleged damage, to retake possession of such Goods; (3) defer any shipment hereunder; (4) declare forthwith due and payable all outstanding bills of Buyer under this or any Contract; and/or (5) sell all or part of the undelivered Goods, without notice at public and/or on private sale, while Buyer shall be responsible for all costs and expenses of such sale and be liable to Seller for any shortfall in the discharge of the amounts due to Seller. **9. Independent Delivery.** Each delivery of Goods shall (without prejudice to Seller's rights under clause 8 hereinabove) be considered a separate contract and the failure of any delivery shall not vitiate any contract as to deliveries of other Goods and payment therefor.

10. Cancellation. Orders manufactured in whole or in part, pursuant to Buyer's specifications, may not be cancelled except with Seller's prior written consent, on terms which will compensate Seller for any resulting losses.

11. No-Assignment. No rights or obligations of Buyer arising out of this Contract may be assigned without the express prior written consent of Seller.

12. Force Majeure. Should Seller be prevented from effecting deliveries of the Goods or any of them by reason of either an act of god, insurrection, riot, war hostilities, terror attacks, warlike operations, piracy, arrests, restraints or detentions by any competent authority, strikes or combinations or lock-out of workmen, fire, floods, droughts, earthquakes, permanent or temporary delay or inability to obtain labor, material or services through Seller's usual and regular sources, or any other circumstances (whether of a nature similar to those specified, or not) beyond the absolute control of the Seller, then, in each such case, the obligation of the Seller to effect deliveries hereunder shall be suspended until after such prevention shall cease to continue. Should any deliveries under this Contract be suspended under this clause for more than 90 days – either party may withdraw from this Contract and be relieved from any liability; provided however, that Buyer shall nevertheless accept delivery and pay for such Goods once the Seller is able to deliver in accordance with the period(s) of shipment named in this Contract. Seller shall not be liable for, and be relieved from, any loss or damages of any kind resulting from the causes mentioned hereinabove.

13. Advice. Any provisions specified or implied by herein or elsewhere notwithstanding, any advice, recommendation, information, assistance or service provided by Seller in relation to the Goods or in respect of their use or application is given in good faith, shall be deemed accepted by Buyer without imputation of any liability to Seller, and it shall be the responsibility of Buyer to confirm the accuracy and reliability of the same in light of the use of which Buyer makes or intends to make of the Goods.

14. Entire Agreement. This Contract merges the entire terms and conditions for sale of the Goods. In the event of any conflict between the terms herein and any provisions included in the Approval of Order, the latter shall govern and prevail. Subject to the foregoing, nothing specified in, or referred to by, any other document, record or instrument whatsoever, which relates to and/or which otherwise subsists in connection with the sale of Goods herein, whether expressly or impliedly, including any written order, request or other standard or specific terms of any entity, shall or may be interpreted to attribute to Seller and/or to Seller's affiliates or representatives (i) any liability, obligation, commitment and/or undertaking, and/or (ii) any waiver in connection with or of any right, whether contractual, proprietary, in-person and/or equitable, including but not limited to, any and all intellectual property rights in connection with the Goods, which are and shall always remain in the Seller's exclusive and complete ownership under all circumstances whatsoever, notwithstanding any sale of Goods hereunder and whether the Goods shall be standard Goods or manufactured to a specific order. No modification or waiver of any provision hereof shall become valid and effective except upon a written instrument duly signed beforehand by Seller. No waiver by either party of any default of the other party shall be deemed a waiver of any subsequent or other default. If any provision of this Contract becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, the balance of this Contract shall continue in full force and effect without the provision.

15. Law and Arbitration. This Contract shall be governed by and construed in accordance with the laws of the state of Seller's incorporation. Any dispute arising out of or in connection with this Contract shall, if so determined by the Seller, be finally settled by arbitration in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce ("ICC"), as shall be in effect from time to time, and if so determined, the balance of this Section shall apply. The arbitration shall be held at such location in the state of Seller's incorporation as shall be determined by Seller, in its sole discretion. The arbitrator shall be mutually appointed by Seller and Buyer within 21 (twenty-one) days following a written demand for arbitration by either of the parties. Failing to reach an agreement regarding the nomination of an arbitrator, the head of the relevant ICC national committee (located in the Seller's country of incorporation; and absent such local committee in that specific country – the ICC UK Committee (www.iccuk.net)) shall appoint an arbitrator at the request of any of the parties, a copy of which request for the appointment of an arbitrator shall be provided by the requesting party to the other party. Awards may be enforced in accordance with the 1958 New York Convention and judgment may be entered upon any award in any court having jurisdiction over the parties and/or their assets. The arbitrator's fees shall be paid by both parties in equal parts unless otherwise determined by the arbitrator. This provision shall survive any termination of any of the terms and conditions herein and shall be deemed to constitute an independent arbitration agreement between Buyer and Seller for all purposes and intents.

16. Dasher Board Systems

1. Seller may choose whether or not to produce the rink according to its production schedule. If they produce the rink on schedule, it will be stored at Becker Arena Product's location of business and storage fees will be charged to the Purchaser at the rate of US \$300 per week. All payments will be due according to the terms from the original ship date. If the Seller chooses to delay production to coincide with the new ship date, no storage fees will apply, and payment will be due according to the terms from the original ship date. If contract terms are paid in full prior to shipping, the time will start from the original ship date and not the adjusted ship date.
2. A new shipping installation date will be coordinated with Seller's installation department and confirmed with the Purchaser. The Seller will reschedule the installation for the next available date according to the Seller's installation schedule. In some cases, the site delay may cause additional charges. This includes, but is not limited to, wages, remobilization, and equipment rental, to be paid by the Purchaser.
3. If the Purchaser's site is not ready when the Seller's installation crew arrives, additional costs will be charged to the Purchaser. This includes, but is not limited to wages, travel, lodging, meals, equipment rental and changes in Becker Arena Product's installation schedule.

17. General Site Requirements.

The following criteria must be met, or extra charges may apply, and delays will be incurred, if the site is not in compliance when Seller is ready to deliver and install the goods:

1. Concrete and Floor Work: All concrete work is to be completed and allowed to cure, according to job specifications and/or refrigeration contractors requirements, before the date installation is scheduled to begin.
2. The levelness of the perimeter concrete, where the rink is to be installed, must be within 1/8" of levelness for every 10' in length and no more than 1/4" difference in height over the length and width of the perimeter surface.
3. For sand floors, the first 6" from the front of the curb, where the rink is to be installed, must be within 1/16" of flatness from the inside edge outward and meet the levelness and flatness conditions specified above. Sand floors are not to be final graded prior to dasher board installation.
4. Expansion joints, which are to be covered completely by the rink, are to be within 1/2" of straightness from end to end and side to side. The distance from side to side and end to end of the outside edge of the expansion joint is to be within 1/2" of the required dimension for the frame to cover it.
5. If, upon arrival, the perimeter concrete is inspected and does not meet the specifications for levelness, flatness, straightness and size, the following will occur:
6. Seller's Representative will determine if rink can be shimmed or adjusted/cut to achieve desired levelness, fit and/or expansion joint coverage while maintaining the structural integrity of the rink. If so, the additional time and materials to do this will be paid by the Purchaser. A change order must be filled out by the Seller's Representative and signed by the Purchaser before any work commences.
7. If the rink cannot be shimmed or adjusted to the desired levelness and/or coverage while maintaining the structural integrity of the rink, the Purchaser will be responsible for fixing the surface to meet specifications. All associated costs for this are the sole responsibility of the Purchaser.
8. The Seller will accept contracts that are retrofit projects with the understanding that the condition of the underlying perimeter concrete work meets the specifications stated above. If, after removal of the existing rink, the concrete does not meet these conditions, points "1" and "2" from above will apply.

18. Requirements for Rink Installations:

(Refer to the enclosed Site Requirements)

1. Walk Through Inspection. When Seller's work is complete or near complete, Purchaser or the Purchaser's Representative (including general contractors and architects) must be available for a final walk-through inspection with the Seller's Representative. Any parties who do not attend the walk through will forfeit their right to submit punch list items. A final punch list of items to be completed or repaired will be prepared as a result of this walk through. Any item not included on the final "punch list" will not be the responsibility of the Seller unless it is covered by the Seller's Warranty.
2. Shop Drawings and Non-standard Shielding. Preparation of shop drawings will not commence until after the signed contract has been delivered to Seller. Production will not commence until Seller receives approved shop drawings. Field measured; tempered glass (non-standard sizes) may require an additional 3-4 weeks for delivery after completion of installation. Any field measured tempered glass to be installed by purchaser.
3. Polyethylene. All polyethylene used to manufacture the rink shall be virgin material. All colors shall match within manufacturer's tolerance.
4. Seller will not be responsible for replacing polyethylene that conforms to manufacturers color tolerance. During manufacturing, all panels shall have the polyethylene overhang past the frame a minimum of 1/16" on each end to allow for contraction of the material due to temperature change in the field. Seller shall not be responsible for material contraction gaps between panels due to temperature change if it adheres to these manufacturing requirements.
5. Material Check-in. (Installation supervision and supply only contracts) The Purchaser shall be responsible to verify the shipment for quantities and any damage caused from shipping for jobs that include installation supervision or are supply only. Any quantity variances and/or damage must be noted and reported to the Project Manager by filling out the Material Check-in Form and faxing it to the Project Manager. Missing/damaged items must be reported within 24 hours of receipt to receive credit. All boxes will be clearly marked by the Seller. The Ship list will clearly identify the contents and quantities of the shipment. It is the responsibility of the Purchaser to verify that all box numbers in the hardware crate are accounted for, not to open and count each individual item per box. The Purchaser must count anything that is not boxed.



City Council Action Request

7.P.

Meeting Date 12/20/2023

Department Public Works

Agenda Category Action Item

Title Final Payment – Summers Landing 3rd and 4th Additions Final Streets

Staff Recommendation Adopt Resolution 2023-170 approving the final payment of \$19,104.91 for the Summers Landing 3rd and 4th Additions Final Streets Project.

Budget Implication \$19,104.91 - Assessments

Attachments

1.	Summers Landing 3-4 Final Streets Final Payment CC Memo
2.	Summers Landing 3-4 Final Streets Final Payment Resolution 2023-12-13
3.	Summers Landing 3-4 Final Streets Final Payment Contractors Request for Payment
4.	Summers Landing 3-4 Final Streets Final Payment Contractor Affidavit



To: Honorable Mayor and City Council
Jennifer Levitt, P.E., City Administrator

From: Joe Fox, P.E., Project Engineer

Date: December 13, 2023

Re: Final Payment – Summers Landing 3rd and 4th Additions Final Streets

Background

The Summers Landing 3rd and 4th Additions Final Streets project took place during the summer of 2023. The City Council approved the plans and established a bid date on April 11, 2023. The bid was then awarded on May 17, 2023, to OMG Midwest, Inc., dba Minnesota Paving & Materials, in the amount of \$366,575.00.

The 3rd and 4th Additions are located on the west and north sides of the Summers Landing development, and contain 179 single family lots. In addition to the residential streets, the final lift of bituminous pavement was installed on a 900-foot section of Mississippi Dunes Boulevard, just south of 90th Street.

Discussion

The final payment of \$19,104.91 has been requested by the contractor and is recommended for approval by our engineering consultant, Stantec. Attached are the Contractor's Request for Payment as well as the lien waivers and IC134s from the subcontractors. The total cost of this project was \$392,167.34. The total cost is \$25,592.34, or 7 percent, higher than the bid, which is due to more damaged curb and bituminous replacement than was originally thought necessary. A large amount of the curb damage that required replacement was along the front edge, the extent of which was not visible until the wedge was removed during the project. The additional bituminous replacement was needed to address an intersection drainage issue, which was located on the phase line with another phase of Summers Landing. Unit prices were already in place to cover the curb replacement and bituminous pavement, and sufficient funds are available in the Summers Landing Assessments to cover the additional costs. Details of these additional quantities are included in the attached documentation.

Recommendation

It is recommended that the City Council adopt Resolution 2023-170 approving the final payment of \$19,104.91 for the Summers Landing 3rd and 4th Additions Final Streets Project.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2023-170

**RESOLUTION APPROVING THE FINAL PAYMENT IN THE
AMOUNT OF \$19,104.91 TO OMG MIDWEST, INC.,
DBA MINNESOTA PAVING & MATERIALS FOR THE
SUMMERS LANDING 3RD AND 4TH ADDITIONS
FINAL STREETS PROJECT**

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

WHEREAS, the awarded total contract amount was \$366,575.00. The final construction cost was \$392,167.34, which is \$25,592.34 higher the 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 \$19,104.91 is paid to OMG Midwest, Inc., dba Minnesota Paving & Materials, for the final payment for the Summers Landing 3rd and 4th Additions Final Streets Project.

Passed this 20th day of December 2023.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



Owner: City of Cottage Grove, 12800 Ravine Pkwy., Cottage Grove, MN 55016	Date: October 12, 2023
For Period: 9/6/2023 to 10/12/2023	Request No: 2/FINAL
Contractor: OMG Midwest Inc. 14475 Quiram Drive, Rogers, MN 55374	

CONTRACTOR'S REQUEST FOR PAYMENT
SUMMERS LANDING - 3RD AND 4TH ADDITION
FINAL STREETS
STANTEC PROJECT NO. 193804703

SUMMARY

1	Original Contract Amount		\$ 366,575.00
2	Change Order - Addition	\$ 0.00	
3	Change Order - Deduction	\$ 0.00	
4	Revised Contract Amount		\$ 366,575.00
5	Value Completed to Date		\$ 392,167.34
6	Material on Hand		\$ 0.00
7	Amount Earned		\$ 392,167.34
8	Less Retainage 0%		\$ 0.00
9	Subtotal		\$ 392,167.34
10	Less Amount Paid Previously		\$ 373,062.43
11	Liquidated damages -		\$ 0.00
12	AMOUNT DUE THIS REQUEST FOR PAYMENT NO. 2/FINAL		\$ 19,104.91

Recommended for Approval by:

STANTEC

Sanocki, Dave

Digitally signed by Sanocki,
Dave
Date: 2023.10.31 15:56:04
-05'00'

Approved by Contractor:

**OMG MIDWEST, INC., DBA MINNESOTA PAVING &
MATERIALS**

Dan Hall

Digitally signed by Dan Hall
DN: C=US,
E=Dan.Hall@minnmp.com,
O=Minnesota Paving & Materials,
OU=Metro, CN=Dan Hall
Date: 2023.10.13 08:55:36-05'00'

Approved by Owner:

CITY OF COTTAGE GROVE

Specified Contract Completion Date:

Date:

No.	Item	Unit	Contract Quantity	Unit Price	Current Quantity	Quantity to Date	Amount to Date
BASE BID							
1	MOBILIZATION	LS	1	10000.00		1	\$10,000.00
2	TRAFFIC CONTROL	LS	1	2500.00		1	\$2,500.00
3	REMOVE BITUMINOUS WEDGE	SY	13750	1.50		13750	\$20,625.00
4	SAWING BITUMINOUS PAVEMENT	LF	500	0.01		1084	\$10.84
5	REMOVE BITUMINOUS PAVEMENT	SY	1000	6.50		1477.44	\$9,603.36
6	PATCH BITUMINOUS PAVEMENT - TYPE SP 9.5 WEARING COURSE (3,C) (SPWEA330C)	SY	1000	20.00		1477.44	\$29,548.80
7	REMOVE BITUMINOUS TRAIL	SY	30	16.00			\$0.00
8	PATCH BITUMINOUS TRAIL - 3" TYPE SP 9.5 WEARING COURSE (2,C)(SPWEA230C)	SY	30	55.00			\$0.00
9	REMOVE & REPLACE CONCRETE CURB AND GUTTER	LF	350	47.00		933.5	\$43,874.50
10	REMOVE AND REPLACE 6 INCH THICK CONCRETE SIDEWALK	SY	300	101.50	22.24	225.22	\$22,859.83
11	VIRGIN WEAR COURSE - 1.5" TYPE SP 9.5 WEARING COURSE (3,C) (SPWEA330C)- SPECIAL	TN	2350	92.00	106.37	2450.37	\$225,434.04
12	ADJUST MANHOLE CASTING	EA	42	330.00		42	\$13,860.00
13	ADJUST VALVE BOX	EA	21	290.00		20	\$5,800.00
14	STORM DRAIN INLET PROTECTION	EA	77	145.00		28	\$4,060.00
15	STREET SWEEPER WITH PICK UP BROOM AND OPERATOR	HR	30	50.00		9	\$450.00
16	TOPSOIL BORROW (LV)	CY	40	55.00		10	\$550.00
17	SOD	SY	400	17.25		173.39	\$2,990.97
	TOTAL BASE BID						<u>\$392,167.34</u>

TOTAL BASE BID

\$392,167.34

WORK COMPLETED TO DATE:

\$392,167.34

PROJECT PAYMENT STATUS

OWNER CITY OF COTTAGE GROVE

STANTEC PROJECT NO. 193804703

CONTRACTOR OMG MIDWEST, INC., DBA MINNESOTA PAVING & MATERIALS

CHANGE ORDERS

No.	Date	Description	Amount
Total Change Orders			

PAYMENT SUMMARY

No.	From	To	Payment	Retainage	Completed
1	08/01/2023	09/05/2023	373,062.43	7,613.51	380,675.94
2/FINAL	09/06/2023	10/12/2023	19,104.91		392,167.34

Material on Hand

Total Payment to Date		\$392,167.34	Original Contract	\$366,575.00
Retainage Pay No. 2/FINAL			Change Orders	
Total Amount Earned		\$392,167.34	Revised Contract	\$366,575.00



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-842-006-880
Submitted Date and Time:	9-Nov-2023 2:39:30 PM
Legal Name:	OMG MIDWEST INC
Federal Employer ID:	33-1189877
User Who Submitted:	Rachel_Weidenbacher
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1372934144
Minnesota ID:	9215290
Project Owner:	CITY OF COTTAGE GROVE
Project Number:	633015
Project Begin Date:	21-Jul-2023
Project End Date:	29-Aug-2023
Project Location:	SUMMERS LANDING 3 & 4 FINAL STREETS COTTAGE GROVE
Project Amount:	\$392,167.34

Subcontractor Summary

Name	ID	Affidavit Number
CURB MASTERS INC	2207114	1354977280
KP MILLER CONSTRUCTION LLC	***_**-1501	1388007424
MID STATE RECLAMATION INC	1719563	893210624
SAFETY SIGNS LLC	5139558	1093554176

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:	1-940-520-544
Submitted Date and Time:	8-Nov-2023 4:11:32 PM
Legal Name:	CURB MASTERS INC
Federal Employer ID:	41-1606037
User Who Submitted:	C Davis
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1354977280
Minnesota ID:	2207114
Project Owner:	CITY OF COTTAGE GROVE
Project Number:	633015
Project Begin Date:	27-Jul-2023
Project End Date:	02-Aug-2023
Project Location:	COTTAGE GROVE SUMMERS LANDING 3RD & 4TH FINAL STREETS
Project Amount:	\$66,095.46
Subcontractors:	No Subcontractors

Important Messages

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**RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS
CONDITIONAL UPON RECEIPT OF PAYMENT**

November 7, 2023

THE UNDERSIGNED HEREBY ACKNOWLEDGES RECEIPT OF THE SUM OF \$66,095.46
FROM OMG MIDWEST, INC. dba MINNESOTA PAVING & MATERIALS

CHECK ONLY ONE:

- 1) _____ as partial payment for labor, skill and material furnished.
- 2) x as payment for all labor, skill and material furnished or to be furnished (except the sum of \$9,230.37 retainage or holdback).
- 3) _____ as full and final payment for all labor, skill, and material furnished or to be furnished to the following described real property: (legal description, street address or project name)

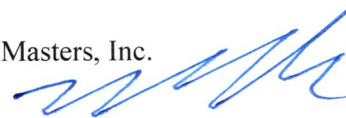
JOB #: 633015
JOB NAME: Cottage Grove Summers Landing 3rd & 4th Final Street Imp.
CONTRACT #:

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:

NOTE: If this instrument is executed by a corporation it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.

Curb Masters, Inc.

By



President

(Title)



DEPARTMENT OF REVENUE

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:

0-252-247-648

Submitted Date and Time:

31-Oct-2023 10:53:38 AM

Legal Name:

KP MILLER CONSTRUCTION, LLC

Social Security Number:

***-**-1501

Type of Request Submitted:

Contractor Affidavit

Affidavit Summary

Affidavit Number:

1388007424

Project Owner:

CITY OF COTTAGE GROVE

Project Number:

633015

Project Begin Date:

07-Aug-2023

Project End Date:

16-Oct-2023

Project Location:

COTTAGE GROVE

Project Amount:

\$21,265.00

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 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.

**RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS
CONDITIONAL UPON RECEIPT OF PAYMENT**

October 18, 2023

THE UNDERSIGNED HEREBY ACKNOWLEDGES RECEIPT OF THE SUM OF \$8,600.98
FROM OMC MIDWEST, INC. dba MINNESOTA PAVING & MATERIALS

CHECK ONLY ONE:

- 1) _____ as partial payment for labor, skill and material furnished.
- 2) x as payment for all labor, skill and material furnished or to be furnished (except the sum of \$ 72.02 retainage or holdback).
- 3) as full and final payment for all labor, skill, and material furnished or to be furnished to the following described real property: (legal description, street address or project name)

JOB # 633015

JOB NAME: Cottage Grove Summers Landing 3rd & 4th Final Street Imp.

CONTRACT #:

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:

KP Miller Construction LLC

By _____

PM

(Title)

NOTE: If this instrument is executed by a corporation it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.

From: MN Revenue e-Services <eservices.mdor@state.mn.us>
Sent: Thursday, October 19, 2023 08:49
To: Julia Ohmann
Subject: [EXTERNAL]: Your Recent Contractor Affidavit Request

-----> CAUTION <-----
This email originated from outside of the organization.

This email is an automated notification and is unable to receive replies.

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary	
Confirmation Number:	1-165-958-752
Submitted Date and Time:	19-Oct-2023 8:49:04 AM
Legal Name:	MID STATE RECLAMATION INC
Federal Employer ID:	39-1727526
User Who Submitted:	brendapetsch
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	893210624
Minnesota ID:	1719563
Project Owner:	CITY OF COTTAGE GROVE
Project Number:	193804703 & 193804969
Project Begin Date:	24-Jul-2023
Project End Date:	25-Jul-2023
Project Location:	COTTAGE GROVE SUMMERS LANDING 3RD & 4TH FINAL STREETS
Project Amount:	\$4,898.00
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 Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

How to View and Print this Request

You can see copies of your requests by going into your History.

This message and any attachments are solely for the intended recipient and may contain nonpublic / private data. If you are not the intended recipient, any disclosure, copying, use, or distribution of the information included in this message and any attachments is prohibited. If you have received this communication in error, please notify us and immediately and permanently delete this message and any attachments. Thank you.

51390

**RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS
CONDITIONAL UPON RECEIPT OF PAYMENT**

October 18, 2023

THE UNDERSIGNED HEREBY ACKNOWLEDGES RECEIPT OF THE SUM OF \$4,898.00
FROM OMG MIDWEST, INC. dba MINNESOTA PAVING & MATERIALS

CHECK ONLY ONE:

- 1) _____ as partial payment for labor, skill and material furnished.
- 2) x as payment for all labor, skill and material furnished or to be furnished (except the sum of \$750.00 retainage or holdback).
- 3) _____ as full and final payment for all labor, skill, and material furnished or to be furnished to the following described real property: (legal description, street address or project name)

JOB #: 633015
JOB NAME: Cottage Grove Summers Landing 3rd & 4th Final Street Imp.
CONTRACT #:

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:

NOTE: If this instrument is executed by a corporation it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.

Midstate Reclamation Inc.

By

Daniel P. Schellhammer 150 Dir

(Title)



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-772-723-808
Submitted Date and Time:	18-Oct-2023 2:48:57 PM
Legal Name:	SAFETY SIGNS LLC
Federal Employer ID:	41-1991774
User Who Submitted:	beth novak
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1093554176
Minnesota ID:	5139558
Project Owner:	CITY OF COTTAGE GROVE
Project Number:	MPM JOB NO. 633015
Project Begin Date:	20-Jul-2023
Project End Date:	24-Aug-2023
Project Location:	COTTAGE GROVE SUMMERS LANDING 3RD & 4TH ADDITION FINAL STREET IMPROVEMENTS - COTTAGE GROVE, MN
Project Amount:	\$2,250.00
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 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.

**RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS
CONDITIONAL UPON RECEIPT OF PAYMENT**

October 18, 2023

THE UNDERSIGNED HEREBY ACKNOWLEDGES RECEIPT OF THE SUM OF \$2,250.00
FROM OMG MIDWEST, INC. dba MINNESOTA PAVING & MATERIALS

CHECK ONLY ONE:

- 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 \$0.00 retainage or holdback).
- 3) x as full and final payment for all labor, skill, and material furnished or to be furnished to the following described real property: (legal description, street address or project name)

JOB #: 633015
JOB NAME: Cottage Grove Summers Landing 3rd & 4th Final Street Imp.
CONTRACT #:

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:

NOTE: If this instrument is executed by a corporation it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.

Safety Signs LLC

By

Beth Novak

Controller

(Title)



City Council Action Request

7.Q.

Meeting Date	12/20/2023
Department	Administration
Agenda Category	Action Item
Title	Deputy Fire Chief Appointment
Staff Recommendation	Approve the appointment of Nicholas Arrigoni to the position of Deputy Fire Chief, effective Monday, March 25, 2024.
Budget Implication	N/A
Attachments	None



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

FROM: Pete Koerner

DATE: December 20, 2023

RE: Deputy Fire Chief Appointment

Discussion

Fire Chief Redenius announced his upcoming retirement for December 29, 2023. This created a vacancy and allowed us time to do a selection process and transition. Deputy Chief Pritchard was selected as the Fire Chief. A promotional process was started for the Deputy Fire Chief position to replace Pritchard. With qualified candidates internally, we did a process for internal candidates.

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 Resources Manager Fischbach, Director Koerner, Deputy Chief Pritchard, and Hastings Fire Chief Townsend. The two candidates were selected for 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 two outstanding candidates and Fire Captain Nicholas Arrigoni was selected.

Arrigoni will serve a one-year probationary period in accordance with the City's Personnel Policy. His first day as Deputy Fire Chief will be Monday, March 25, 2024, which corresponds with a new pay period. The delay in the start date was due to staffing levels and to backfill his Captain position. He will be placed in the city's Non-represented Pay Plan 21, step 6. Nicholas will be paid for any comp time he has on the books (accrued as Fire Captain), and he will have FLSA exempt status.

Recommendation

Approve the appointment of Nicholas Arrigoni to the position of Deputy Fire Chief, effective Monday, March 25, 2024.

Attachments

None



City Council Action Request

8.A.

Meeting Date	12/20/2023		
Department	Finance		
Agenda Category	Action Item		
Title	Payments for the period of November 30, 2023, through December 13, 2023.		
Staff Recommendation	Approve payments for the period of November 30, 2023, through December 13, 2023, in the amount of \$6,764,529.90.		
Budget Implication	n/a		
Attachments	<table border="1"><tr><td>1.</td><td>Check Register</td></tr></table>	1.	Check Register
1.	Check Register		



City Council Action Request

11.A.

Meeting Date	12/20/2023
Department	Administration
Agenda Category	Action Item
Title	Commission and Committee Appointments
Staff Recommendation	Approve the 2024 Commission and Committee Appointments.
Budget Implication	N/A
Attachments	None



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

FROM: Tammy Anderson

DATE: December 20, 2023

RE: Commission and Committee Appointments

Discussion

At or before the first meeting of the year, the Mayor Pro Tem, or acting Mayor, and Council representatives (liaisons) are required to be appointed to the City Commissions and Committees.

For 2024, please ratify the following appointments:

Commission/Committee/Position	Commission/Committee/Position	2024
Mayor Pro Tem	Mayor Pro Tem	Councilmember Olsen
Beyond the Yellow Ribbon	Beyond the Yellow Ribbon	Councilmember Olsen
Cottage Grove Chamber of Commerce	Cottage Grove Chamber of Commerce	Mayor Bailey
Cottage Grove Convention and Visitors Bureau	Cottage Grove Convention and Visitors Bureau	Councilmember Olsen & Councilmember Khambata
East Metro Strong	East Metro Strong	Councilmember Garza
Economic Development Authority	Economic Development Authority	Mayor Bailey & Councilmember Olsen
Great River Rail Commission	Great River Rail Commission	Councilmember Garza
Historic Preservation Advisory Committee	Historic Preservation Advisory Committee	Councilmember Thiede
Holiday Train Committee	Holiday Train Committee	Mayor Bailey
Investment Committee	Investment Committee	Councilmember Khambata & Councilmember Thiede
Parks, Recreation and Natural Resources Commission	Parks, Recreation and Natural Resources Commission	Councilmember Garza
Planning Commission	Planning Commission	Councilmember Khambata
Public Services Commission	Public Services Commission	Councilmember Thiede
Red Rock Corridor Commission	Red Rock Corridor Commission	Councilmember Garza
South Washington County Telecommunications Commission	South Washington County Telecommunications Commission	Councilmember Thiede & Councilmember Garza
South Washington Watershed District	South Washington Watershed District	Councilmember Thiede
Strawberry Festival Committee	Strawberry Festival Committee	Councilmember Thiede

Recommendation

Approve the 2024 Commission and Committee Appointments.

Attachments

None