COTTAGE GROVE CITY COUNCIL

JUNE 1, 2022

12800 RAVINE PARKWAY SOUTH
COTTAGE GROVE, MINNESOTA 55016

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

1 CALL TO ORDER

2 PLEDGE OF ALLEGIANCE

3 ROLL CALL

4 OPEN FORUM

5 ADOPTION OF AGENDA

6 PRESENTATIONS

A 2022 Historic Preservationist of the Year

Staff Recommendation: Present the 2022 Historic Preservationist of the Year Award to Accacia Masonic Lodge No. 51 in recognition to the 2020 Lodge Restoration Project and ongoing stewardship of this locally designated historic landmark.

B Meritorious Service Award Presentation

C Cottage Grove Community Night - Saints Game

7 CONSENT AGENDA

A City Council Meeting Minutes - May 4, 2022, Regular Meeting & Workshop

Staff Recommendation: Approve the May 4, 2022, City Council Regular Meeting and Workshop Minutes.

B City Council Meeting Minutes - May 18, 2022, Regular Meeting.

Staff Recommendation: Approve the City Council Meeting Minutes from May 18, 2022, Regular Meeting.

C Planning Commission Minutes

Staff Recommendation: Accept and place on file the minutes from the April 25, 2022, Planning Commission meeting.

D Hunting Map

Staff Recommendation: Approve the 2022-2023 hunting maps with designating boundaries for discharge of firearms and archery equipment for hunting.

E Phoenix Residence, Inc. Raffle Permit

Staff Recommendation: Authorize issuance of a single-occasion gambling permit to Phoenix Residence, Inc. to conduct a raffle at River Oaks Golf Course and Event Center, 11099 US 61, on June 13, 2022.

F South District Trunk Storm Sewer Project – Approve Easements and Memorandums of Understanding

Staff Recommendation: Approve the easement agreements with 3M and NP BGO Cottage Grove, and the Memorandums of Understanding with Gene and Louise Smallidge, Myron Tank, 3M, and NP BGO Cottage Grove, subject to minor modifications by the City Attorney.

G Wolterstorff Grading Conditional Use Permit Extension

Staff Recommendation: Adopt Resolution 2022-097 approving a one-year extension of the conditional use permit to import up to 150,000 cubic yards of environmentally clean gravel and black dirt fill onto the Wolterstorff property north of Lake Robert and west of Jamaica Avenue.

H 2022-2024 MCES Water Efficiency Grant

Staff Recommendation: 1. Approve the 2022-2024 Grant Agreement for water efficiency with MCES in the amount of $43,000. 2. Authorize the expenditure of $10,750 from the Stormwater Utility Fund to match the MCES contribution towards water efficiency rebates.

I Joint Powers Agreement Between Cottage Grove and Hastings for Certain Building Inspections per the Department of Labor and Industry

Staff Recommendation: Adopt Resolution 2022-098 approving the Joint Powers Agreement between the City of Hastings and the City of Cottage Grove for inspection coverage on public buildings and state licensed facilities.

J Authorize Statewide Public Works Mutual Aid Pact

Staff Recommendation: Adopt Resolution 2022-099 authorizing the Statewide Public Works Mutual Aid Pact.

K Rental License Approvals

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

L South District Street & Utility Improvements – Approve Temporary and Permanent Easements

Staff Recommendation: Approve the temporary and permanent easement agreements with Joseph Zywiec and Nora Scribner, subject to minor modifications by the City Attorney.

M Massage Therapist License

Staff Recommendation: Authorize issuance of a massage therapist licenses to Colton Westley Maddy and Samantha Legato, who will be working at The Healing Place of Cottage Grove, 8617 W. Pt. Douglas Rd. S. Suite 140 pending background check approval.

N Las Margaritas Compliance Check Update

Staff Recommendation: Receive information pertaining to Las Margaritas alcohol compliance check.

8 APPROVE DISBURSEMENTS

A Approve payments for the period of 5-11-2022 through 6-2-2022 in the amount of $2,333,769.75.

9 PUBLIC HEARINGS

10 BID AWARDS

A Goodview Ravine Stabilization

Staff Recommendation: 1. Adopt Resolution 2022-100 awarding the Goodview Ravine Stabilization project to Pember Companies, Inc. for the bid amount of $282,685.50. 2. Approve the Cooperative Agreement between the City of Cottage Grove and Washington County for Maintenance of Stormwater Outlet in the Southwest Quadrant of CSAH 22 and Goodview Avenue South. 3. Approve the Cooperative Agreement between the City of Cottage Grove and Washington County for Construction Cost of County State Aid Highway (CSAH) 22 Drainage Improvements.

B South District Street & Utility Improvements Project - Bid Award

Staff Recommendation: Adopt Resolution 2022-101 awarding the bid for the South District Street & Utility Improvements Project to Northern Lines Contracting in the total amount of $6,774,652.86.

11 REGULAR AGENDA

12 COUNCIL COMMENTS AND REQUESTS

13 WORKSHOPS - OPEN TO PUBLIC

14 WORKSHOPS - CLOSED TO PUBLIC

A City Administrator Performance Evaluation

Staff Recommendation: Close the meeting pursuant to MN Statute 13D.05 subd. (3)a to conduct a performance evaluation of City Administrator Jennifer Levitt.

15 ADJOURNMENT

City Council Action Request

6A

Meeting Date	6/1/2022
Department	Community Development
Agenda Category	Presentations
Title	2022 Historic Preservationist of the Year
Staff Recommendation	Present the 2022 Historic Preservationist of the Year Award to Accacia Masonic Lodge No. 51 in recognition to the 2020 Lodge Restoration Project and ongoing stewardship of this locally designated historic landmark.
Budget Implication	N/A
Attachments	Historic Preservationist of the Year CC Memo.tif 3.56MB Historic Preservationist of the Year Plaque.tif 1.73MB

Cottage Grove
Where Pride and Prosperity Meet

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

FROM: Mike Mrosla, Senior Planner

DATE: June 1, 2022

RE: 2022 Historic Preservationist of the Year

Introduction

The Advisory Committee on Historic Preservation (ACHP) annually nominates a person or organization who goes above and beyond to promote an aspect of Cottage Grove's history that helps to share our understanding and general knowledge of the people and places of our past.

Discussion

At its May 10, 2022, meeting the ACHP nominated and voted unanimously (6-0) to recommend that the City Council award the 2022 Historic Preservationist of the Year Award to Accacia Masonic Lodge No. 51 based on this Lodge's 2020 site restoration project and ongoing stewardship of the locally designated historic landmark.

The Accacia Masonic Lodge No. 51 is located at 11094 70th Street South and was built in 1866 in the style of a Greek Revival style church that reflects the development of the Old Cottage Grove community. The First Congregational Church occupied the site until 1963. Since 1963, the building has been used by Accacia Lodge No. 51. In 1987 the structure was officially added to the City of Cottage Grove's Register of Historic Sites and Landmarks. In 2020 the Lodge completed an exterior restoration project that included replacing windows and repainting the historical structure.

Recommendation

That the Mayor and City Council present the 2022 Historic Preservationist of the Year Award to Accacia Masonic Lodge No. 51 in recognition to the 2020 Lodge Restoration Project and ongoing stewardship of this locally designated historic landmark.

THE COTTAGE GROVE CITY COUNCIL
AND THE ADVISORY COMMITTEE ON
HISTORIC PRESERVATION
PRESENT THE

2022 PRESERVATIONIST OF
THE YEAR AWARD TO

Accacia Masonic Lodge No. 51

AWARDED
June 1, 2022

In recognition to the 2020 lodge restoration project and ongoing stewardship of the locally designated historic landmark.

City Council Action Request

6B

Meeting Date	6/1/2022
Department	Public Safety
Agenda Category	Presentations
Title	Meritorious Service Award Presentation
Staff Recommendation	
Budget Implication	N/A
Attachments	

City Council Action Request

6C

Meeting Date	6/1/2022
Department	Administration
Agenda Category	Presentations
Title	Cottage Grove Community Night - Saints Game
Staff Recommendation	
Budget Implication	N/A
Attachments	

City Council Action Request

7A

Meeting Date	6/1/2022
Department	Administration
Agenda Category	Consent Agenda
Title	City Council Meeting Minutes - May 4, 2022, Regular Meeting & Workshop
Staff Recommendation	Approve the May 4, 2022, City Council Regular Meeting and Workshop Minutes.
Budget Implication	N/A
Attachments	5-04-2022 City Council Meeting.tif 181.64MB

MINUTES

COTTAGE GROVE CITY COUNCIL — May 4, 2022

COUNCIL CHAMBER
12800 RAVINE PARKWAY SOUTH

SPECIAL MEETING – 5:30 P.M.
TRAINING ROOM

1. CALL TO ORDER

2. ROLL CALL

3. AGENDA ITEM

   A. Closed Workshop: Active Investigative Data and Security Briefings Around City Security Systems
   Staff Recommendation: Close the meeting pursuant to Minnesota Statute 13D.05, Subdivision 2(a)(2) and Subdivision 3(d) to discuss active investigative data and to receive security briefings and reports surrounding the City's security systems.

4. ADJOURNMENT

The meeting adjourned at 6:50 p.m.

REGULAR MEETING - 7:00 P.M
COUNCIL CHAMBER

1. CALL TO ORDER

The City Council of the City of Cottage Grove, Washington County, Minnesota, held a regular meeting on May 4, 2022, at Cottage Grove City Hall, 12800 Ravine Parkway. Mayor Bailey called the meeting to order at 7:00 p.m. Mayor Bailey mentioned that Council Member Olsen was remote this evening due to COVID-related concerns. Also, Council Member Khambata will attend this meeting remotely from the following location: The Sheraton Old Town Suites, 801 North St. Asaph Street, Alexandria, Virginia, 22314, Meeting Room #1. Pursuant to Minnesota Statute 13D.02, Subdivision 1, it's required by law that everybody know that Council Member Khambata is in a public place, and somebody could start a conversation with him.

2. PLEDGE OF ALLEGIANCE

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

3. ROLL CALL

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

Also present: Jennifer Levitt, City Administrator; Korine Land, City Attorney-LeVander, Gillen & Miller, PA; Ryan Burfeind, City Engineer/Public Works Director; Gretchen Carlson, Director of Economic Development; Christine Costello, Director of Community Development; Joe Fischbach, City Clerk/HR Manager; Pete Koerner, Public Safety Director; Brenda Malinowski, Finance Director; Mike Mrosla, Senior Planner; Emily Schmitz, Senior Planner.

4. OPEN FORUM

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

5. ADOPTION OF AGENDA

Motion by Council Member Dennis to adopt the agenda; second by Council Member Thiede. Clerk Fischbach called the roll: Council Member Khambata-Aye; Council Member Dennis-Aye; Council Member Thiede-Aye; Council Member Olsen-Aye; Mayor Bailey-Aye. Motion carried: 5-0.

6. PRESENTATIONS

A. Eagle Scout Award: Matthew Mueller (Troop 286)

Mayor Bailey asked the Council Members, along with Matthew and his family, to join him in front of the dais. He stated that all of Matthew's family members have become Eagle Scouts. The City of Cottage Grove recognizes our youth when they receive the Eagle Scout Award or the Girl Scout Gold Award, as we appreciate the work that they've done to attain this level of leadership, so we present them with a plaque. In City Hall, there is also a placard with the names of all previous winners of the Eagle Scout Award and Girl Scout Gold Award, dating back many years. Due to supply-chain issues, Matthew's nameplate for that has not yet arrived, but we'll certainly let him know once it's been added, as sometimes people like to take photos of that. Mayor Bailey read aloud the plaque, presented it to Matthew, and congratulated him on behalf of the Council, the staff, and the citizens of Cottage Grove.

Matthew described his Eagle Scout Award project: He planned and prepared the construction of an American flag retirement collection box, located at the VFW in

Cottage Grove. When American flags are no longer fit to be flown, they can be placed inside the collection box, after which they can be retired properly by either the Boy Scouts or the military. Photographs were taken, and Matthew was congratulated again.

B. 2022 Public Works Spring Cleanup Event Presentation

Public Works Director Ryan Burfeind stated that every first Saturday in May we have our Spring Cleanup Event at Cottage Grove Public Works, 8635 West Point Douglas Road. We're excited to bring this back again this year; last year was a record-breaking year, as it wasn't held in 2020 due to COVID. We added another station to move cars through faster, and that worked really well. He named the items that they accept: Household goods, tires and batteries, treated and untreated lumber, electronics, and shredding. He stated Adam Mosier did a good job of getting quotes from different vendors, so appliance drop-off costs have decreased this year: The electronics vendor will not charge to take microwaves, and it will also be free to drop off crib mattresses. In 2021, Washington County stopped accepting hazardous materials because they want people to use the Environmental Center in Woodbury, which is open year-round. If you have questions about what you can and cannot drop off, call Public Works at 651-458-2808. You can also find that information on the City's website.

C. Public Works Week Proclamation

Council Member Thiede stated May 15-21, 2022, is National Public Works Week; the motto is "Ready and Resilient." He read aloud the Public Works Week Proclamation.

Director Burfeind stated that on Wednesday, May 18, we'll be having lunch for Public Works and Parks maintenance staff at Public Works. We'll thank them for all of the work they did over the last year, as it was a very busy year; they're a great group and really deserve that recognition.

Motion by Council Member Thiede to approve the Public Works Week Proclamation; second by Council Member Dennis. Clerk Fischbach called the roll: Council Member Khambata-Aye; Council Member Dennis-Aye; Council Member Thiede-Aye; Council Member Olsen-Aye; Mayor Bailey-Aye. Motion carried: 5-0.

D. Building Safety Month Proclamation

Council Member Dennis read aloud the Building Safety Month Proclamation for May 2022.

Christine Costello, Community Development Director, recognized the great Community Development staff, from those at the front counter who issue building permits to the staff in the field making sure your homes are safe. They do it behind the scenes and they really enjoy their work.

Motion by Council Member Dennis to approve Building Safety Month Proclamation; second by Council Member Thiede. Clerk Fischbach called the roll: Council Member

Khambata-Aye; Council Member Dennis-Aye; Council Member Thiede-Aye; Council Member Olsen-Aye; Mayor Bailey-Aye. Motion carried: 5-0.

7. CONSENT AGENDA

A. Approve the April 6, 2022, City Council Regular Meeting Minutes.
B. Adopt Resolution 2022-073 updating the Non-Represented Pay Plan with additional positions.
C. Approve cooperative agreement between the City of Cottage Grove and the State of Minnesota DNR to purchase archery equipment for recreational programming at a cost of $1,800.
D. Accept and place on file the minutes from the March 28, 2022 Planning Commission meeting.
E. Adopt Resolution 2022-074 appointing Tamara Anderson, City Clerk, Brenda Malinowski, Treasurer, and Andrew McLean, Building Official.
F. Approve the renewals of the Workers Compensation Policy and the Package Insurance Policy with the League of Minnesota Cities Insurance Trust for the 2022-2023 policy period in the amount of $1,190,495.
G. Approve the issuance of rental licenses to the properties listed in the attached table.
H. Authorize the City not to waive the statutory tort limits where an individual claimant would be able to recover no more than $500,000 on any claim to which the statutory tort limits apply per staff and City Attorney recommendation. The total all claimants would be able to recover for a single occurrence to which statutory tort limits apply would be limited to $1,500,000.
I. 1) Adopt Resolution 2022-077 approving the plans and specifications and setting a bid date of May 26, 2022 for the Goodview Ravine Stabilization project. 2) Approve the Temporary Access Easements with Kate Snuggerud and Zachary Nelson and with Lisa Walsh. 3)Approve the Permanent Drainage Easement with Ronald W. Cozad, with minor modifications by the City Attorney.
J. Approve the South Washington County Watershed District (SWWD) Coordinated Capital Improvement Program (CCIP) agreements for: 1) Stormwater Monitoring in the approximate amount of $50,145; 2) Goodview Ravine Stabilization in the approximate amount of $163,000; 3) TG-P14 Expansion in the approximate amount of $165,084.
K. Adopt Ordinance No. 1056 amending the City Fee Table related to water meter and flange kit pricing.
L. Adopt Resolution 2022-079 confirming the City Council's support for the Park Grove Library to remain at its present location.
M. Authorize the agreement with the Local #49 I.U.O.E. to provide training to City of Cottage Grove Public Service Workers.

N. Adopt Resolution 2022-080 approving the plans and specifications and establishing a May 26, 2022 bid date for the South District Street & Utility Improvements.

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

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

8. APPROVE DISBURSEMENTS

A. Approve payments for the period of 4/15/2022-4/28/2022 in the amount of $1,387,162.28.

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

9. PUBLIC HEARINGS - None.

10. BID AWARDS

A. Glacial Valley Park
Staff Recommendation: Adopt Resolution 2022-078 awarding the Glacial Valley Park project to Sunram Construction, Inc. for the base bid amount of $2,562,073.

Director Burfeind stated last Thursday, April 28, we accepted bids for the Glacial Valley Park Project on the north end of town, right along Keats Avenue, just north of Ravine Parkway. Two bids were received from Sunram Construction and Urban Companies; our total base bid was above the engineer's estimate. There were no specific line-item parts of the project that were higher, it was really just across-the-board higher pricing; with the economy today, we tried to anticipate that, but bidding out full parks isn't something that we do very often. Alternate 1 was for some additional conduit for lighting for the soccer and football field. Outside of this part of the project, there's also the playground and the park building that Council is aware of; the lighting was a separate part of the project, so that will be bid separately. There were options for lighting of the hockey rink, the courts, the baseball field, and the football field. With these bids coming in higher, the recommendation tonight is to still award the base bid because this neighborhood is really largely built out, this park has been on our plans for quite some time, and the community is excited about it. We're recommending the Parks

Department go ahead with the hockey rink and court lighting, approximately $150,000, as lighting is integral to those sports. The cost of lighting for the football field and the baseball field, with a separate bid, was about $361,000, and many of our existing fields do not have lighting. So, we're recommending we do not include the football field and baseball field lighting, as those costs would more than offset the additional cost, and this would still fit within the overall project budget.

Council Member Thiede asked if not lighting the fields right now will take this underneath the engineer's estimate or if that's part of the $2.5 million. Director Burfeind stated that the park construction was one amount, the park building was separate, and the park lighting was separate; all of that was in a total project budget that we'd anticipated. By not doing that lighting, the actual construction of all of the fields and different parts of the park will take place; with the park lighting, we'll just do the smaller components, and we won't do the two large fields. The overall budget of the park is what we're really looking at in terms of the Park Trust Fund and the funding that we have; that's where you'll see that cost reduction.

Council Member Thiede stated that we know there are currently supply-chain issues and obviously a lot of construction; we're actually $300,000 over the engineer's estimate. He asked if it's possible that that would come down at some point.

Director Burfeind replied that's always a possibility, but in the construction industry, we don't like to count on costs ever dropping, but maybe costs will stay flat. Much of this is specialty work, like building the fields, so typical construction with paving and utilities is less. We have to see a pretty good cost reduction to make up for those extra costs. It's always hard when we get into this position, but with the options that we have to save on the lighting, the main consideration is still having a good park for the neighborhood.

Council Member Olsen stated he understood what Director Burfeind had said about bidding the various elements of the project separately; the grand total of each of those elements is really what we're budgeting for, the total cost for this park. By not doing the lighting on the football fields and the baseball fields, it was mentioned that we could save some money. 1) Does it make sense to wait on the lighting for the football and baseball fields; do we get an economy of scale doing it at the same time as the rest of the project, as opposed to coming in and doing it next year or the year after? 2) If Council and staff chose to not do the lighting for the football and baseball fields, would all of the necessary infrastructure for the lighting still be done so that if and when the time came that we chose to do it, all of the infrastructure would already be completed?

City Administrator Jennifer Levitt stated that we have a couple of options; right now, when we look at how this project element is bid out, we're using our park dedication funds, so our Park Trust. We'll also be looking at bonding for the building; at that time, you could consider additional debt to potentially fund the lights if you wish. We can talk about the timing of that debt issuance, look at the value of the building, and how that construction bid comes in. So, going forward, there are still a number of different ways to address the lights. She didn't think it needed to be addressed tonight; in the future, Council can determine how to finance those lights and what mechanism to use. She

doesn't think we're losing any economy of scale for those lights, so it's not a disadvantage tonight to award as Director Burfeind has indicated.

Council Member Olsen asked if that meant that we'd have a future opportunity to talk about whether or not we want to include the infrastructure for that lighting in the work being presented now for authorization. Administrator Levitt replied yes, we can consider that, especially as we go into the budget discussion and figure out how we want to prioritize it. Tonight's award would not negate any of those decisions.

Council Member Thiede stated this is on the northernmost edge of the City, and with all of the other building coming down from the north, he asked if we charge different rates for non-residents of Cottage Grove to use some of the fields and the services.

Mayor Bailey stated that he thought there was a mutual program between the City of Woodbury and the City of Cottage Grove; he knew there was a hierarchy for our in-house leagues and our athletic associations to get first priority, then it moves to Woodbury, and then the other types of leagues. That's actually the way that Woodbury does it on their fields, too, when Cottage Grove is over there, using them.

Council Member Thiede asked with all of the houses that Woodbury put in, if there was any major park close by in Woodbury yet.

Clerk Fischbach replied not directly close to this, but a little farther north of their border, they're planning a little bit larger park to serve their southern residents, on a similar scale to this; we've seen that on their Master Plan, to cover each side of the border.

Motion by Council Member Khambata to Adopt Resolution 2022-078 awarding the Glacial Valley Park project to Sunram Construction, Inc. for the base bid amount of $2,562,073; second by Council Member Dennis. Clerk Fischbach called the roll: Council Member Khambata-Aye; Council Member Dennis-Aye; Council Member Thiede-Aye; Council Member Olsen-Aye; Mayor Bailey-Aye. Motion carried: 5-0.

11. REGULAR AGENDA

A. LeafLine Labs Expansion
Staff Recommendation: Adopt Resolution 2022-075 approving an amended Conditional Use Permit and Site Plan for the addition of an approximate 70,000 square-foot addition and future approximate 67,000 square-foot expansion to the existing LeafLine Labs pharmaceutical manufacturing facility at 8235 97th Street South.

Director Costello stated LeafLine Labs is before Council tonight for a Site Plan Review and Conditional Use Permit. They're located off of 97th Street, south of American Agco Trading, and just north of Renewal by Andersen.

In 2014, LeafLine Labs received approval for a 43,700 square-foot building; in 2020, they were back before Council for a greenhouse expansion. At that time, the pandemic began so the applicant put a halt to things. They recently returned for us to consider traditional construction, instead of greenhouse expansion, to better support their

operation needs. They have a two-fold proposal: Phase 1 is 70,000 square-feet, and Phase 2 is 67,000 square-feet. Phase 1 will include grow and flower wings, irrigation, break rooms, restrooms, and additional storage. Director Costello further detailed: Parking: There are 102 existing on-site parking spaces; Phase 1 will add 15 spaces, and Phase 2 will add 133 spaces, with proof of parking of 55 spaces. They currently employ 48 individuals; with Phase 1, they're estimating 60 employees, and Phase 2 will bring in 120 employees for the growth. They are on a shift schedule so they're never all there at the same time. Landscaping: Mitigation was met in 2015, and they'll be adding some parking lot landscaping to the new parking area, as well as some additional perimeter plantings. Odor Control: In 2014, they installed an odor mitigation system that included carbon filters within their exhaust system; they monitor three locations and provide those reports to the City. We can also request them to take additional readings at any time; to date, we've not received any complaints. Architecture: This will be traditional architecture, it will match the existing building, and meet our 65% Class I materials in the Industrial Park.

Amanda Thomas, Civil Engineer with ISG, and John **Dieter**, Director of Construction Management with LeafLine, introduced themselves. Engineer Thomas stated they're really grateful as it's been wonderful working with City staff on the CUP and Site Plan. She asked if Council had any questions about the Site Plan.

Mayor Bailey thanked them for being here tonight. He noted LeafLine has been an amazing partner in our Business Park for a number of reasons; he noted they initially used state-of-the-art equipment to address any possible odor concerns. He liked the fact that they're expanding and would be creating some new jobs. There were no questions from the Council.

Motion by Council Member Thiede to Adopt Resolution 2022-075 approving an amended Conditional Use Permit and Site Plan for the addition of an approximate 70,000 square-foot addition and future approximate 67,000 square-foot expansion to the existing LeafLine Labs pharmaceutical manufacturing facility at 8235 97th Street South; second by Council Member Olsen. Clerk Fischbach called the roll: Council Member Khambata-Aye; Council Member Dennis-Aye; Council Member Thiede-Aye; Council Member Olsen-Aye; Mayor Bailey-Aye. Motion carried: 5-0.

B. Aggregate Industries - Final Scoping Decision Document
Staff Recommendation: Adopt Resolution 2022-076 approving the Aggregate Industries Nelson Mine Backwater Final Scoping Decision Document.

Director Costello stated this is beyond her scope of knowledge so she introduced Peter Miller from Stantec, who will walk Council through the environmental impacts of the Nelson Mine and where we are at this point.

Mr. Miller stated Stantec was helping the City of Cottage Grove with the Environmental Impact Statement (EIS) for the proposed project, the Aggregate Industries Nelson Mine backwater project. Tonight, we'll continue with the EIS process;

we need Council to Adopt the Resolution for the Final Scoping Decision Document. Administrator Levitt and Planner Schmitz have been a great support to Stantec, and Beth Elliott, his colleague, is also here tonight. For some of the tough questions, we also used an environmental attorney from Larkin Hoffman.

He stated in March we got approval to submit our Initial Scoping Documents for public review and comment. We also held a public hearing at the Planning Commission meeting to accept comments from the public. With an EIS, we're looking at all the potential environmental effects from this proposed project; this is different from an Environmental Assessment Worksheet (EAW) because we also have to look at alternatives to the proposed project and what those impacts might be. Through that process, we can look at ways to reduce environmental effects; for those that are unavoidable, we look at mitigation options, so a mitigation plan is also part of the process. We're doing this because it's mandatory under State Rules; because of the size and the complexity of this proposed mine, we have to do a mandatory EIS, and Cottage Grove is listed as the Responsible Government Unit (RGU).

Mr. Miller stated there are three stages to this process: Scoping is where we are right now. We've completed putting out a Draft Scoping Document, putting out a Draft Environmental Worksheet, and we received comments through a 30-day public review process. Now we've edited our document and are ready to publish that as our Final Scoping Document so we can move onto the Draft EIS. Approximately 15 different agencies and citizens submitted comments on the Draft Scoping Document to help give us substantial content changes that they felt were needed. We took all of those into consideration and created a response comment for each one. We didn't hear anything too surprising. Some agencies commented about threatened endangered species that we might run into there; there are a lot of mussels in the river, some are threatened and endangered, and there's also a cricket frog that could have habitat in this area. So, the proposer is going to do a few more studies.

He stated there were also a couple of corrections and additions to some of the permits that are going to be needed; there are many agencies that will oversee this project. Once environmental review is done, permitting can happen, and the City will have to issue a Mining Permit for this project. Other involved agencies include the Army Corps of Engineers, the DNR, and Washington County.

Mr. Miller stated tonight we're here for approval of the Final Scoping Decision Document so we can move on in the process. On June 20, we're anticipating that the EIS process will begin; so, it will be a while before we come back. It's going to take some time, 280 days from June, but sometimes they take longer, so it might be a year before we're back. He stated he'd take any questions, but our recommendation is to approve the Final Scoping Decision Document.

Council Member Thiede stated there were a lot of local people, landowners, who had commented; he wondered what their comments were. Mr. Miller stated some were just comments indicating whether or not they were for the project, so those were noted. Others made comments about the river and what it meant to them and how it's a great resource. There were some who asked what this would look like visually. There was nothing that really changed our scope; we took those into account, but we're planning to

look at all the different elements that are necessary to ensure there's not adverse environmental effects.

Council Member Thiede asked if this project would have any blasting done for the mine or anything that would really shake the foundation. Mr. Miller replied that at this point, they're not proposing to do any explosives; it's the same mining process that they currently do, a floating dredge that has a clamshell bucket that goes down and picks it up. The material is loose enough, it's sand and gravel, so it doesn't require any explosive excavation.

Council Member Thiede stated he knew they'd look at this in their studies, but he knew there was kind of a historical piece of property out there or some buildings; he asked if anything was mentioned about that. Mr. Miller replied that yes, they'll take that into account, including national historic places and cultural resources. From what he recalls, there's a site on the island, but it's not within the active mining area or the proposed mining area.

Motion by Council Member Khambata to Adopt Resolution 2022-076 approving the Aggregate Industries Nelson Mine Backwater Final Scoping Decision Document; second by Council Member Olsen.

Council Member Dennis stated this came before the Council in March, and there was much discussion that took place that night. This mining process has been going on for a long time; at some point we might like to move forward for the community, and he'd summarized that at the end of the previous meeting. Council Member Thiede also recalls that discussion. For the record, it's not necessarily something that he wants to do, but we're held legally accountable to do it.

Clerk Fischbach called the roll: Council Member Khambata-Aye; Council Member Dennis-Aye; Council Member Thiede-Aye; Council Member Olsen-Aye; Mayor Bailey-Aye. Motion carried: 5-0.

12. COUNCIL COMMENTS AND REQUESTS

Council Member Khambata reiterated the Spring Cleanup Event is on May 7, from 7:00 a.m. to 3:00 p.m. You can find information and fees for that event on the City website.

Council Member Dennis stated this is Small Business Week, so it's an opportunity for all of the members of the community to not only show appreciation for our small businesses, but to also help support them; they're a vital part of our local economy, as they keep a substantial percentage of the money that is spent here revolving around our community, so that works for everybody.

Council Member Dennis stated today is International Firefighters Day; he took a moment to recognize the fact that we have fantastic people who serve as firefighters right here in Cottage Grove to protect us. We can never share enough gratitude for the difference that they make here in keeping our community safe.

Council Member Dennis stated that next week he and Mayor Bailey will be hosting an Economic Development forum through Facebook Live. We're going to open that up to the community for questions and to tell us different businesses that they might like to see us recruit and work to bring here; we'll be actively recruiting later in the month when we go to the ICSC in Las Vegas. We'll also talk about the current state of what's happening here in Cottage Grove; it should be a fun evening, so please watch on Tuesday, May 10, on Facebook Live.

Council Member Dennis stated that work is being done for our Memorial Day ceremony, here at City Hall, on May 30, at 1:00 p.m. We invite everyone to come out, as it's a wonderful, respectful ceremony for remembering those in our military who gave the ultimate sacrifice.

Council Member Dennis stated last, but not least, he wanted to recognize Neil Belscamper, who retired from the City today; he gave over 24 years of service to the community and did a great job of serving as a humble public servant.

Council Member Thiede stated for those of you waiting for Strawberry Fest, it's only six weeks away. Get excited, go to the website, check things out. We're still having our planning meetings; we need help and volunteers for different things, so he encouraged everybody to get involved because it's a blast. It's coming back after two years of being gone!

Council Member Thiede stated that this Sunday is Mother's Day, so he extended Happy Mother's Day wishes to all of the mothers in our community.

Mayor Bailey stated that Neil Belscamper retired today after working for the City for a very long time. Recently, Robin Roland, our Finance Director, retired. When those things happen, they open up opportunities for people to move up within the City or perhaps come back to the City. Brenda Malinowski is our new Finance Director, but previously worked in our Finance Department many years ago; she decided to return home as our Finance Director. He personally welcomed Brenda back; he knew that Woodbury was trying to get her, but we didn't let them. We appreciate having Brenda here. Tammy Anderson is now going to be our City Clerk with Neil's retirement; she had worked in a different position with the City, so he welcomed Tammy to her new role.

Mayor Bailey stated that the City of Cottage Grove, along with the business community, held a Business Expo this last Saturday; he complimented the Chamber and everybody who put on that event. He noted there were photos there of what will be the new Strawberry Festival float. It's almost done, and that float would not have been completed without the financial support of 3M and Renewal by Andersen, who funded the cost of that, although the City bought the trailer.

Mayor Bailey stated that last Saturday we also held a Town Hall meeting here at City Hall with State Representative Angie Craig, who took questions from the public. He

was honored to be the emcee for that event, and he appreciated the fact that she was able to help us get $3,000,000 for the road and infrastructure improvements for the future Shoppes at Cottage View. Just a couple days ago, she contacted him as we had submitted some City projects, hoping to get State funding to help reduce our overall taxes; she was able to put in the 2023 Appropriations Bill just over $8,000,000 for the future reconstruction of 80th Street, from Ideal to Highway 61. Though we're not sure what the total amount given to us will be, he shared his appreciation and gratitude to Representative Craig for her continued support and help with road projects that we want to complete in Cottage Grove.

Mayor Bailey stated Joe Fischbach is not leaving us, but for quite a while he's worn a couple different hats, City Clerk and HR Manager. Tammy Anderson will now take the City Clerk hat from Joe. We want to recognize all the work that Joe has done as City Clerk/HR Manager, and he'll continue his work as the Human Resources Manager.

Mayor Bailey asked Council to join him in front of the dais, and he read aloud a plaque of appreciation and presented it to Joe. He told Joe that we appreciate all of the work that he does and knew he'd give Tammy lots of pointers. On behalf of the Council, the staff, and the citizens of Cottage Grove, he thanked Joe for all of the work that he's done over the years, including on the various elections. We're excited to have you staying on with us in Human Resources.

Mayor Bailey noted that there was a workshop tonight, open to the public, in the Training Room, to begin budget discussions for 2023-2024. We will be adjourning this meeting from the Training Room. He wished everyone a Happy Mother's Day.

13. WORKSHOPS - OPEN TO PUBLIC

A. Budget Kickoff Workshop

Mayor Bailey stated Council Member Olsen and Council Member Khambata would be participating remotely for this workshop.

Administrator Levitt stated tonight will be somewhat of a continuation of our Strategic Planning meeting; in January and February, we spent a lot of time talking about how we had achieved one goal and now had another goal, Managing Sustainable Growth. We knew that we had to chart our path forward to be able to achieve that. In February, we went over our priorities; we looked at five-year staffing plans for each department, capital investments, equipment, and all the things we were combining and where we were going. That set the stage for tonight, so things Council will hear and see tonight will not be new, but we'll be adding some more detail. She stated she'd speak first, then Director Dockter and Director Burfeind would give project details, and we'll look at financing options as Council provides direction to staff.

She stated we're focusing on our four strategic initiatives: Managing Sustainable Growth, Continuing to Reform our Organizational Culture, Making Cottage Grove a Recreational Destination, Engaging the Community and Forming the Vision. Right now,

we're focusing on Making Cottage Grove a Recreational Destination, so we're looking at which projects the public wants and what recreational amenities are missing. With Engaging the Community, we continue to focus on traffic and transportation and what a great job we're doing, looking at clean water for Cottage Grove, and housing for everyone; those are the key message points that we've been advocating. We have challenges to overcome, but this team will stick together to develop that plan and that strategy, and the budget will be one of those things.

Administrator Levitt noted inflation is very challenging; we see it with the price of gas, the price of groceries, and it's challenging us in our construction bids. As we prepare the budget for 2023-2024, we have to recognize that inflation will be a challenge, specifically with commodities and contractual services. For the last five years, we've held commodities and contractual services at 2% so we've run extremely lean. This year, we have 3% for commodities, but there are already challenges with commodities at 3%. We know that ammunition, fuel, and fertilizer are going to be increasing at more than 3%. During the budget, we're going to have to discuss what are needs versus wants; we need bullets, but maybe we don't need as much fertilizer. We might have to make some tough decisions on commodities.

Insurance premiums: We're $130,000 over our budget for our insurance package. This isn't our fault; our insurance modifier is actually doing quite well. When we look at property damage and worker's compensation, we're actually doing fairly well. PTSD claims are what's killing us; the information from the League was provided in your packet, what's driving the increased cost of that. We're going to have to have a budget adjustment, probably in July, to adjust for some of these commodities and unanticipated things. We have to anticipate them going forward and what that will mean.

Property Values: Increased dramatically for almost every residence in Cottage Grove; we know that we have rapid housing and industrial growth, but we have to be cautious and ask if we're going to continue at this growth rate, is it going to level off, or is it going to start to decrease. There are many different market predictors and philosophies; we still have to be conservative regarding our anticipated growth, so as to not overestimate our proposed revenue.

Staffing: We are struggling because we need to develop better recruitment and retention plans. Director Burfeind and Manager Fischbach held interviews for a Public Works service worker position; of the ten applicants, only five of them showed up for their interview. So, recruitment and retention are going to be critical, and we'll discuss other strategies for that later on. Those are real challenges that we're experiencing.

Administrator Levitt asked Director Malinowski to highlight for Council the 2023-2024 budget and what she saw as our gross levy coming out of that. Director Malinowski stated that the positions identified in the memo for 2023 and 2024 were added, so those are included in the levy amount. With adding staff in 2023, we'd start to pay that in 2024, so there's a change in the gross levy for 2023 at 9.92%. Because we're adding that debt in 2024, it will be 8.92%.

Administrator Levitt stated that's your quick snapshot. She provided more detail on that: In our February workshop, Council prioritized staffing. The two levies include our union contact settled at 3% for three years, so the 3% COLA is in that number.

Director Malinowski noted the staff budget additions per year:

2023

- Fire Marshal, moved from parttime to fulltime, which was done effective April 1.
- Associate Planner, who will be hired shortly.
- Public Service Worker, Parks.
- Public Service Worker, Streets, to have another plow driver for an added plow route.
- Utility Billing Clerk, funded by the Utility Fund, doesn't impact General Levy.
- City Engineer, primarily revenue driven from development.
- Criminal Analyst, went from parttime to fulltime, but also increased one level for reclassification of the positions.

2024

- Police officer.
- Sustainability Programs Engineer.
- IT, which is funded through the Internal Service Fund.
- Property Room Technician will be moving from parttime to fulltime.
- Deputy Fire Chief.
- Public Service Worker, Utilities, funded by the Utility Fund, not part of the General Levy.
- Management Analyst for Public Works.

EDA Trust Fund: Administrator Levitt stated this fund is actually going to become a big player in a lot of our discussions tonight. Right now, it has a current balance of $3.6 million, as we had the sale from Renewal by Andersen, which is $763,000, and we have approximately $2.4 million in additional land sales that we're anticipating will close before the end of the year. We have an annual funds transfer out because our Economic Development staff is not fully funded in the General Levy.

We also have to fund the South District infrastructure, the project that realigns 100th Street and Hadley Avenue; that and those nearby developments were discussed at the Planning Commission on Monday night. As that drives economic development, the EDA Fund has $1.2 million in there for the infrastructure. We would also propose that there are deferred assessments for that project; we'd use the EDA Trust Fund as the mechanism to float those deferred assessment waivers until those property owners sell. Given the fact that all of them are hopefully closing in the next four-to-five months, we're not going to carry that weight because Director Burfeind is not going to be able to spend the money fast enough; just know that any deferred assessments would be funded by the EDA Trust Fund.

The EDA Trust Fund balance could be used to provide an Interfund Loan to the golf course for improvements there. She wanted to highlight where the fund is at, what the fund balances are, as we move forward with projects. She asked if there were any questions about the EDA Trust Fund.

Mayor Bailey confirmed the bottom line was $5.4 million by the end of this year. Administrator Levitt stated the $1.2 million is a given, and the EDA Trust Fund would

pay for it because we don't have enough utilities or other benefiting properties to assess it against.

Proposed Debt: 2023-East Point Douglas Road, Glacial Valley Park, the 2023 Pavement Management; 2024-Shoppes at Cottage View and the 2024 Pavement Management.

Administrator Levitt stated that we don't know when the money for the Shoppes at Cottage View will have to be expended; so, without that, she can't tell Council exactly when we would bond for it. Also, Director Burfeind has to secure all of the right-of-way for East Point Douglas Road before we'd go out for bid and start the bonding for that. Right now, we're assuming that we are bonding in 2023 for East Point Douglas Road and bonding in 2024 for the Shoppes at Cottage View. We should be able to float internally even if we had to move the Shoppes at Cottage View forward, but we'd look for the bonds and the debt in 2024.

Combining the Debt: Director Malinowski stated we really don't have debt falling off until 2028, but when we put the 2023 debt and the 2024 debt for the projects just mentioned by Administrator Levitt, we're increasing the debt levy in 2024. We seem to be comfortable with that, but we're still working with Ehlers on those debt projections, so those very-preliminary numbers could change. Administrator Levitt stated in the packet you were provided with all of the debt that the City has, which showed incrementally when each would be falling off.

Director Burfeind stated he would be talking about streets, trails, sidewalks, which we don't have the area or utility funds to pay for; we like to break out landscaping, as some of the trees are paid for by the Public Landscapes Initiative Fund. There are also the Sanitary, Water, and Stormwater Area Funds; those are funds that we're collecting from developers throughout the City to pay for large infrastructure up-front costs. The streetlights and signals are all in the Streetlight Fund, which doesn't have enough to pay large costs out of that fund; that's something that would typically be in the street bucket, so how do we pay for that. There is $3 million of Federal money that we have in the area funds that we definitely anticipate using for costs, with the other $4 million that's shown in the packet under bonding needs; that's an additional cost that's needed for the project.

Administrator Levitt stated we submitted two direct congressional applications to Senator Klobuchar and Senator Smith for this project, so Economic Development Director Larson and Director Burfeind worked really hard to get that done on some tight deadlines. It's hoping that will bring some direct congressional funds to the project to help continue to bring additional support to reduce our debt on that project.

East Point Douglas Road and Jamaica Avenue: Director Burfeind stated this is the big project. He displayed the breakdown of costs; you won't see area funds on this because area funds are really for new, large trunk utilities. We talk about Water Utility, Sanitary Utility, Stormwater Utility Funds. This is reconstruction of components of our system. There's the full streetlight-trail-sidewalk cost with all of the reconstruction through that area; it will also bring that down behind Target. This isn't just fixing the intersection, it's also fixing that last bit of roadway as you go south, towards Menards.

Some of the landscaping improvements can be paid out of the Public Landscape Initiative. The right-of-way is a big point of discussion right now; based on the amount of right-of-way we need and the different properties we're working with, we're looking at a $1 to $1.5 million cost for the right-of-way. Our attorney thought worst-case scenario, that could be higher, but we're taking a very one-on-one, coordinated approach to the businesses; we've been meeting with the key businesses (Cub Foods, Target, Grove Plaza shopping center), so they're definitely aware of the project. We're showing them our plans and working with them on how to improve the project to fit better with their needs. All of the businesses in this area got a letter a year ago; as we talked with all of our engineers and our right-of-way specialists, that's how we can really drive down those right-of-way costs. If you can have a good negotiation for the right-of-way costs, and not get attorneys involved, we can keep the right-of-way costs more manageable. So, that's been our approach and we'll be working all summer on that.

We have to do appraisals, and that work will start in May, so we'll start making offers this fall, looking to expend money this year. With all of these costs, there's $9.5 million in Municipal State Aid (MSA) available, including the pretty large grant of over $1 million that we got, so we'll have about $1.5 million available this year, with this year's MSA. We're paying off the 80th Street advance that we did, so we're looking to use that existing MSA this year to pay those right-of-way costs as we expend them in the fall, and then our design costs. Next year, we're looking at a little over $2 million dollars in MSA, plus another $4 million in our advance at no interest; we can borrow $4 million ahead of time. Utility funds can pick up portions of that cost, but the rest will be the bonded amount that Administrator Levitt spoke about. We'll be keeping Council updated on this as things progress and as we meet with the businesses and how things are going with them.

Mayor Bailey confirmed with Director Burfeind in discussions with the businesses that they were told that we're not assessing them; Director Burfeind stated we were very clear about that. Mayor Bailey stated if we're asking them to give up some right-of-way, and we're not going to assess them for this $13 million project, we'd ask them to work with us to donate the land. Director Burfeind stated this is a major project with a real problem; we're not trying to fix a future problem, we're trying to fix a current problem, and they've all acknowledged that. We're trying to do this in a way that works well for everyone.

Pavement Management, 2023: This area north of Hillside Trail, south of 80th Street, east of Ideal Avenue, is one of the areas that had thin overlays nine years ago; those usually last six-or-seven years. Once they start failing, they start to peel off, and we really can't do another thin overlay, as that will cause it to just come right off again. We've been receiving a lot of complaints about this, as the residents want their roads fixed. It's not a really big area, and the curb is in really good shape, which is a big factor; basically, we're looking at replacing the pavement and doing some minor curb and utility work. On a per-foot basis, this is one of the more cost-effective projects.

2024: There are two areas, so it's a larger project: It's most of Hillside Trail and south of Hillside Trail, and west of Hillside Elementary. Then we also have that Jenner loop that's up, off of 80th Street. This is one that's been pushed off for a while because it's a full curb replacement; it had a thin overlay done, but that's on its last leg. It hasn't

started coming off yet, but it's eight years old so we're anticipating that will happen in the next year or so. This is another area that we get more calls on, but with the whole curb needing to be replaced, we incurred no additional cost by holding off to get the longest life out of that curb that we could.

100th Street and Hadley Avenue Realignment: Director Burfeind stated Administrator Levitt had mentioned this for EDA funding. The 100th Street alignment is a key part of the Southwest Arterial and serves the Business Park. The assessments are $3.8 million; a large chunk of that is Graymont Village and the Preserve at Prairie Dunes, both approved by the Planning Commission this last week. The Park Trust Fund has a little bit of work with the future park there, to create a parking area, and some of the utilities to serve that. We also have our area funds to have those large utilities that will serve all of this development in the area, but the sanitary sewer will serve all the way down to the Mississippi Dunes Golf Course and even down to Lower Grey Cloud Island in the future. This will actually be a two-year project; we're bidding it out as one project, but the work by Preserve at Prairie Dunes will be this year. The X on the Zywiec property where 100th Street and Hadley realign will actually be next year because there's quite a bit of utility work by Xcel Energy; they need lead time to get that work done so will be working on that this year. We'll do the realignment work in 2023.

Council Member Olsen asked regarding Pavement Management in 2023-2024, if Director Burfeind also had Mill and Overlay projects in those years, in addition to the reconstruction that needs to be done. Director Burfeind stated yes, they plan to keep doing the Mill and Overlays; there's separate dedicated funding with our franchise fees. We would continue to finish out the Grove side neighborhood and then moving back up to the Timber Ridge area, north of 70th Street.

Hardwood Avenue and Hardwood Court Signal: Director Burfeind stated we'd be taking a really hard look at this in Spring 2022; we have to meet warrants from MnDOT to install a signal, and up until now, we haven't met the warrants for that area. We're going to be doing a pretty comprehensive warrant analysis, looking at some tighter time windows; hopefully, we'll meet those warrants so we can start planning for that signal project. There are some TIF funds available to help pay for that; otherwise, those signals are paid out of our Streetlight Fund. He stated just the signal itself is about $500,000, as steel is very expensive. With this intersection, we have to complete all of the ADA improvements because upgrading pedestrian ramps on the corners is a MnDOT requirement. There's some infrastructure work to make sure that all of that aligns, and a little bit of work where Hardwood Court and Kohl's come in is where that last bit of money is in actual pavement, concrete, and reconstruction.

Council Member Olsen stated when Washington County did the signals at Hardwood and 70th Street, they did temporary wood-pole signals for a year or so before they actually put in the metal poles and final signal for that intersection. With the price of steel so high, would we consider doing a wood pole for a year or two to wait for the price of steel to come down? Director Burfeind stated for something like this, we would try to do the steel poles right away; Washington County has a different philosophy, and they leave the wood poles in for quite a while. Those also come with a pretty big cost because they also have the same equipment; if we can get the funding to work, we'd want to go with the steel poles to not have the extra cost of the wooden poles.

Sometimes the wooden poles need guide wires, etc., and we're pretty tight on space on that intersection; we're going to need to get some easements from each of the property owners on every corner as it is now. So, guide wires when you get into a tighter commercial area can be a little trickier.

Administrator Levitt noted at the time of the signal installation at Hardwood and 70th, we were responding to a fatality that had occurred there, so were working quickly to get that signal installed. We were working with the urgency of that situation to find that wood-pole system. Once everything got ordered and set up, it was then changed to the permanent system.

MDH Lower Value for PFAS Chemical: Director Burfeind stated about a week ago, the Minnesota Department of Health (MDH) came out with a lower value for one of the PFAS chemicals they look at, although in December, they had added a new one that had very little impact to us. We're still good with our system, and that doesn't have any major impact systemwide; we can still meet our water demands and do what we need to do.

Well 1, which sits right by the Grange tank, has been about .6 on the health index; in December, it went to .7, and with the last test they did, it's now right about 1. They're coming out with a new method on how they do this testing, and it actually shows a little lower value, so MDH is thinking we'll still be able to use that well if we can. As a system, we're still okay. Well 10 is our main producer and serves the low zone, south of Highway 61. If we don't have Well 1 on those peak days, we'll actually feed from a higher zone through our press-reducing valves to meet our peak-day demand. With the modeling that we've done pretty quickly, there's no real major concern systemwide. A treatment plant isn't an option there because it's stuck right in the middle of a parking lot. Even though we can definitely serve from higher zones, that's not something that you want to count on forever; we want to have a good system in place. We have a low-zone treatment plant and Well 13; Well 13 is new, replaced Wells 1 and 2, and it will be treated by the treatment plant. At the joint workshop, he spoke about focusing on the intermediate zone first because it's the largest plant and just made the most sense. Now that we could lose Well 1, we can still operate our system, but we'd rather have our full capacity in place knowing what's coming with all of the residential development and NorthPoint. So, we're going to switch gears and do this low-zone treatment plant first; that's the one we'll get bid out next year and start that construction just so we can have things in place as NorthPoint fully develops, and then we're set.

Next week, we'll be doing a test for Well 13, and that will tell us if there's PFAS there or not; we believe there will be, but there's a chance it won't be. Down in River Acres, when we connect all the 120 homes, about 100 of them had PFAS over the limit and 20 did not. There's a chance that Well 13 won't have PFAS; if that's the case, we'll drill it, build it as fast as we can, just so we have our full capacity. If not, we'll work with that treatment plant and Well 13 concurrently to get that low zone back into place. There'll be a little bit of a shift in the gears with the low-zone plan; they're really going to be the same design, it's just that one is bigger, and one is smaller.

Director Burfeind stated the other complication of this is we recently awarded the Pine Hill tank-painting contract. When we take that Pine Hill tank out of service, that

just leaves the Grange tank, which is what we expected; that's how it was when we repainted it in 2000. But Well 1 is the well right next to that tank, and that's what really keeps it at a good level. Well 10 can fill it, they're all connected, but all of these pipes in the Grove neighborhood are quite small; so, if you don't have Well 1 to fill that tank nicely, this well has to push pretty hard, and it can just cause some pressure issues down in the south end of town. We'd also just lose some of our flexibility. Unfortunately, the timing was not great with the PFAS, but we're looking at this really closely right now, and we may not want to move ahead with the Pine Hill tower painting, even though we just awarded it; that contract hasn't been signed yet, and there may be some cost to us if we cancel that now. It just might not be worth it; we want to paint that tower, it's a little overdue for painting, but it's not like it's just going to fall apart on us. If we think there are any potential issues with taking that tank out of service for two months while it's being painted, we're just finishing up our analysis with our water modeler next week, we're just not going to move ahead with that tank painting; it's just not worth getting into a bind if we lose Well 1, and we don't want to be in a bad position. There's really no need for that type of project to put us in that position. If we'd known this a month sooner, we wouldn't have gone ahead with that project, but the timing is what it is. We just want to do the right thing to make sure that we can meet all of our system needs and meet all our water needs versus doing that painting project. We'll keep Council updated on what our decision is in about the next week or so.

Mayor Bailey said we'd always talked about capping Well 1 in the future, but he asked if that was the case with Well 2; Director Burfeind confirmed that also was going to be capped. Mayor Bailey asked if Well 13 was going to take the place of both Well 1 and Well 2; Director Burfeind replied that it will, as both Well 1 and Well 2 are about 600 gallons per minute, and Well 13 will be 1,200 gallons per minute. Mayor Bailey asked if MDH had given any indication as to why that particular well's PFAS level was increasing again. Director Burfeind stated it's really the same thing as 2017; the actual PFAS in the well hasn't changed, but MDH brought the limit down on us and it's 20 times more restrictive than it was. We hadn't anticipated that much of a restriction; Director Burfeind stated systemwide, we're fine, but he doesn't want to put us in a position where we'll have an issue this summer with the tank painting. In the critical project bill, we have a new tank right here; once we have that new tank, then we can take the final tank out of service with no issues or concerns at all.

Administrator Levitt stated the only problem with that one is we're working to complete the plans and specifications, but with inflation, the cost of that tank is excessive. Right now, we don't want to go to market to bid it given where the rates currently are.

Council Member Khambata stated the bid process takes a little bit of time, so if we postpone this, can we go back to the contractor and ask them to potentially put this project at the back of the line without completely dismantling the current bid process. He fears that if we have to start over again that it'll be a 25% increase in cost; is there any way to secure our current bid if we do have to postpone? Secondly, from talking with MDH, is there any indication that the PFAS levels will ever go down? Is there a

way to ever start planning for the long term, a new well in a couple years to keep pace with regulation?

Director Burfeind stated he'd speak about the regulations first. What's really nice is whether we build a Gap plant or an Ion Exchange, they take everything out of the water. With our plant, even if MDH lowers the limits, it really doesn't affect us because those treatment plants put out water that's basically 0. Our current situation is that we can't treat it, and there's no way to temporarily treat it; that's why we want to get this low-zone plant built. Once we do, Well 10 and Well 13 will go through that plant, and they can go as low as they want, and we'll still be able to run them for just as long before we get what we call breakthrough and do a changeout. In the intermediate zone, because we have two temporary plants that put out clean water, even as some of those other wells' health index goes up, we can still blend, and we can still meet all of our needs. Wells 11 and 12 have such low levels that even if they've gone up, they're still under the health index. So, we're pretty comfortable with our system as a whole; once we have a permanent treatment plant someplace, there'll be no issues.

Director Burfeind stated in terms of delaying that tower-painting project, unfortunately, it's too long of a time; if we're not comfortable doing it because of the unknowns with Well 1, that really doesn't go away until we have a treatment plant and a new tower. Even with switching gears, we're still talking about two-to-three years to do that. He spoke with Utilities Superintendent Rick Alt because these are his water towers, and he's comfortable with delaying it, and we could do a pressure wash, etc. just to clean up the Pine Hill tower and help keep it in good condition for the next couple years. Paint is one of the most volatile commodities right now, so he doesn't think a contractor would be willing to hold that price for that length of time. It's unfortunate, but when he weighs painting a tank against our water system and public health, there's just really no question on what's the priority.

Administrator Levitt stated with Attorney Land we could work an Act of God situation, as we couldn't foresee this or know it existed. We may have to pay some potential bidding costs to get out of that contract, so that item might be on the Council agenda for May 18. It's something we've never actually had to do before, so we're working through that legal process.

Utility Division Relocation: Director Burfeind stated the low zone was our planned area to move the Utility Division, as we have space needs issue with the Public Works and Parks building. A good solution was to move the Utility Division out and co-locate it with the water treatment plant, and hopefully have some synergies there to buy down our Utility Division costs; the State already has to run water and sewer there, and we need stormwater, a parking lot, facilities, and the treatment plant. The hope is by adding on the Utility Division building, we can actually see some cost savings in that building; that will really help with our space needs, as we'd move ten staff members down there, along with a front-desk person. Maybe we could make the storage space down there a little bit larger, too, for some of our off-season storage needs for things that we don't need to keep at Public Works and Parks. We're working with Wold right now to look at these things, as it's really a joint effort with the treatment plant. We'll see what the construction process is; we don't know if the buildings will be physically attached or side

by side, but we'll be working to see how the Utility Division will be. We have the space needs figured out because we did the space needs study that looked at our growth and what we need for the Utility Division. We're not sure if that's something we can bid at the exact same time; we have to work through that with the State on how we can handle building both of those facilities and how we'd handle that contractually. We'll also look at the campus as a whole, knowing it's the future site of the full Public Works and Parks, so we want to have consistency in that campus with the well, the treatment plant, a building now, and a building in the future to make sure they all fit together.

Mayor Bailey asked if Wold was also doing the treatment plant; Administrator Levitt replied that it would mostly be Stantec with their engineering and architectural team, but Wold will help with the architectural parameters. She thought the challenging part was we anticipated that this was going to be pushed off until 2025 or 2026; looking at this timeframe, we're now maybe into 2024 if we need to do Utility Bonds to build the Utility Building there. It wouldn't necessarily be a general levy, but we could do it with the Utility proceeds.

Glacial Valley Park Improvements: Parks and Recreation Director Zac Dockter stated this came in at $2.6 million, about $250,000 over our anticipated costs. With others, like the ice rink dasher board system, we're at $2.95 million construction costs. Soft costs were at 30%, which we think were very conservative, so we're hoping that number will come down quite a bit. Conservatively, we're estimating a total project cost at $3.8 million for the park portion. That number hasn't gone up from the Council workshop on February 23; the only difference is that we removed the sports lighting from the soccer field and the baseball field. That wasn't something that was promised to the public and it wasn't specified in the Master Plan, so he felt comfortable removing those two to get us back down to where we need to be with the budget. There's also an enhanced building sign for Glacial Valley; the total building project cost is about $3.5 million. The floor plan is laid out, and we're currently going through security systems, lighting, so we're getting into the design details. Council is scheduled to have more information on June 15 on design and schematics, so Council can pick and choose what should stay and what should go. For funding, right now, we're suggesting $2.39 million for Park Dedication/Park Trust Fund fees, future park dedication of $1.1 million, and then Utility Funds for about $215,000.

Council Member Thiede stated if this park was being built in the middle of Cottage Grove, he'd feel better, but it's right up on the edge of town. Director Dockter stated we have service radiuses, so we try to abide by those. There's going to be great need for recreational activities in that area, just like there are in Hamlet Park; north side community, south side, west side, so we hold pretty true to those service radius maps to make sure we're not over investing or under investing in any of our areas.

Royal Oaks Golf Course Improvements: Director Dockter gave the financial breakdown:

Total Irrigation System Costs:	$2,250,000
Total Golf Course Improvement Costs:	$1,250,000
Total Project Cost	$3,500,000

Those totals include design and engineering fees. Recommended funding sources at this time are Water Conservation Fund for $650,000, Stormwater Utility Fund $100,000, and an EDA Loan of $2,750,000, for which we're proposing a 0% interest rate for the 15-year loan, with annual payments of $183,333.33. Director Dockter stated River Oaks General Manager Dennis Neitz would talk about the schedule should this project move forward.

Manager Neitz stated they worked hard at trying to get some bids; there will be a price increase on sprinkler heads and valves. Talking with City staff, it might be a good idea to look at pre-purchasing those as there's an anticipated 6% price increase on June 1. That's part of the $250,000 estimate for May 13. We're working with a firm to make sure that we get all of the plans and specifications together, so hopefully by mid-summer we can get this authorized if this is something that Council wants to approve. In the fall, we can work on our irrigation pond, since it would be frozen, and putting in an irrigation pump station. This will be going into 2023 with some tree removal in the winter, followed by breaking ground on some of the irrigation construction. The irrigation system is all on the golf course, so we might be closed one whole weekday but would be fully open for the weekend.

Administrator Levitt told Council that is the irrigation project plus all of the renovation to the golf course itself. If Council is not comfortable with the Interfund Loan value and only want to proceed with the irrigation, Council needs to direct us on that.

Manager Neitz stated the importance of doing both projects together is because of the new irrigation piping, it's fused together, so bringing out a contractor at separate times is not cost effective; we wanted to look ahead at the next 30 years of River Oaks, which is why we're adding tee boxes, bunkers, and other renovations to the course. If Council doesn't desire us to do all of this, that's fine, but if you want to do it, these things should work together.

Council Member Olsen asked when the proposal for some of the course renovations was put together if there was any consideration for repair or replacement of the parts of the course that are in disrepair; there are probably some the Public Works teams can do some work on, but there are probably some others that have substantially outlived their useful life so need to be redone. He asked if that's something that would be done at the same time. Manager Neitz stated part of it is putting in some different cart paths in different areas, but they've also started to be proactive about that; yearly, we'll be investing to repair those cart paths. Some of these, yes, would be changed.

Director Dockter stated if the irrigation project moves forward, we're recommending that we purchase some of the hardware associated with the sprinkler system, valves, heads, and controllers; that cost is about $300,000. Our irrigation specialist has recommended that, as those costs just keep increasing, with another price increase coming in June. We'd recommend using the cooperative purchasing system to get those items in stock.

Mayor Bailey asked if the pipe would be metal; Director Dockter replied that it would be high-density polyethylene. Manager Neitz stated the new piping has been used by Inver Wood, Eagle Valley, and they've not had to touch a pipe at all. It should be strong enough for 20 years; the only changes typically made are on sprinkler heads.

Council Member Khambata asked if it's normal for those Interfund Loans to be at 0% interest; he knows it's money we already have, but it would otherwise be sitting in some sort of bond mechanism or something that would pay a specific interest rate. Is the alternative use of those dollars being budgeted for on the other side also?

Administrator Levitt stated that Director Malinowski recalled we'd previously charged 1% interest. This is a philosophical question because we're taking $2.75 million of opportunity from the EDA, and we're reducing our opportunity to use that. We don't know all of the projects that we might have to forego because that money has been tied up, encumbered in use for something else. That's a philosophy and policy decision that Council needs to make; is that value something you're willing to do without?

Council Member Olsen stated if we don't spend the money on the necessities of the golf course, including the irrigation system that's obsolete, we run the risk of continuing to nickel and dime ourselves year after year. It's almost like doing preventive maintenance on a car; you don't have to put oil in it, but at some point, the engine is going to tell you that you should have put oil in it and then you're going to have to replace the engine. The previous loan that the EDA made to River Oaks at 1% was 100% forgiven by the EDA; so, River Oaks did not have to pay that loan back.

Council Member Khambata asked, from a percentage standpoint, how does that $2.7 million affect the EDA's remaining operating capital or being able to use it towards other projects. He was advised there would be $2.2 million left.

Mayor Bailey shared with Council Member Khambata that another time that we did a loan to ourselves and didn't charge interest was for this City Hall/Public Safety building. We've been paying those funds back; Director Malinowski advised we're down to only one fund that we're still paying on, the Sewer Utility Fund. Mayor Bailey stated if we're going to do this, it's expensive, but rather than doing some things later on, he felt it was better to get it all done at once.

Administrator Levitt cautioned Council that LSP has not been contributing the full $350,000; they only contributed $150,000 this year, so there's not a set income. We only have a handful of land sales left in the Business Park, so we won't be seeing a lot of other revenue proceeds coming into this fund. We aren't levying for our staff at a full amount, so we always make the Interfund Loan out to fund staff out of this as well.

Council Member Khambata just wondered how this would impact the other facets of our long-term vision. He understands there's a need for it; he just wanted to make sure we weren't robbing Peter to pay Paul.

Council Member Olsen asked if Director Dockter needed direction from Council on making the purchase they want to make before June 1. Administrator Levitt confirmed that on May 18 we'd look for authorization for the acquisition and purchase of it; we'd use the Utility Fund or the Water Conservation Fund, but we're buying the sprinkler heads, etc. with the anticipation that we're moving forward. So, we'll need to talk about structuring the debt based upon the bids and the next step in the project. She asked if Council was comfortable starting an Interfund Loan process.

Council Member Khambata stated that he doesn't have a strong background on the EDA, but if $2.7 million was still enough to achieve the EDA's objectives, then he's okay with it.

Council Member Dennis stated that he felt the EDA needed to weigh in on this; it's a separate entity, and there are members there who might want to have input. Mayor Bailey asked if it would be brought to the EDA in May; Administrator Levitt replied no, it would be in June or July, once the actual debt was structured in the policy.

Council Member Thiede stated it's a large amount of money that's being spent; he doesn't have any problem with the interest rate of 0% if we have the money to do it.

Levy

Director Malinowski stated included in the Council packet were the four sample properties that we look at every year: She's concentrating this year on the three-year average. Based on the levy in front of you at 9.92%, the three-year average on those properties is between 3.54% and 4.17%.

Council Member Thiede stated he thought we had to add another column to that table showing if we didn't increase our levy, what effect the increase in market value would have; he wanted to see the pure effect of the amount of money we're spending and what effect that has on the taxpayer. Just looking at this, at first blush, we're spending too much money. There's just not enough money. We're supposed to fund new things with the growth, and we're having substantial growth, but if we go back and tell people their City tax is going to increase 13%, they're going to have a cow unless we have a very distinct explanation for why. We're putting in this park and we're paying for the whole thing; how long did it take for Hamlet Park because we understood we could only do so much at a time. It's great to say if it's cheaper, it would be better to do it all, but there are just not unlimited funds. In his opinion, there's a bottom to the bucket, and this just looks like it's way too much.

Council Member Olsen asked Council Member Thiede if he was looking at the three-year average. Council Member Thiede replied that he's looking at the percentages; with the three-year average, we're kind of keeping it steady. They were happy when it was 2%, they were happy when it maybe went down a little bit, and now they're going to look at the 12%, and unless we can say that it's not because the City's spending too much money, they're just not going to accept it.

Council Member Olsen stated last year Council Member Thiede had the opportunity to mitigate this year's levy, and he didn't want to do it last year. He didn't want to go to 6% last year, like we should have. So, now we have to pay the piper this year or we have to cut services.

Council Member Thiede stated he's been raising concerns about we're spending too much in terms of hiring, how much we're paying people, and just all around how much money that we just keep spending. It's black and white.

Mayor Bailey stated when somebody looks at their eventual tax statement and they see 9%, they're going to say, wow, that's quite a jump from 4.2%.

Council Member Thiede stated that it's not so much the levy if we've got the new homes and the new taxpayers to pay for it. As we've seen with some of the changes in the City tax, it's worked out. This year it's boom, it's higher.

Council Member Olsen stated that it's half of what the County is projecting as property value increase; what that means is an individual tax rate is going to drop significantly, even if you get a 12% levy increase, which I think we both know probably

won't happen. But because of the property values increasing so dramatically, the tax rate is going to go down; that's the math that you have to look at. You have to look at what does operating the business cost and what does the property value look like, and then what are you going to charge for your levy. Property value increases and levy increases are two different things.

Council Member Thiede stated that's why we need to put another column on this table. If, in fact, we show what the increases would be if the market value didn't take that significant jump, then that's the message that we have to send to people. In reality, with the increase in new taxpayers, their cost would be going down if not for what the County and the appraisers did, saying that the market value was significantly higher.

Council Member Olsen stated then we also need to compare our tax rate over the last ten years and our levy increases over the last ten years to the rest of Washington County and see where we land.

Council Member Thiede stated people have short memories.

Administrator Levitt stated to answer Mayor Bailey's question about the actual tax rate that's being referenced, right now for 2022 we're at 37.15; based upon our projected levy at 9.92%, we're decreasing the tax rate down to 34.14. Mayor Bailey asked if that's the lowest it's ever been and would like to have that information.

Council Member Thiede stated at any rate, that's the message that we have to deliver.

Council Member Khambata stated for anyone who didn't just purchase or sell their property, the increase in value is not realized. From an emotional standpoint, most constituents are going to say I haven't done anything substantial to my house, yet my taxes went up or down based on what I as a consumer perceive as the standard. My house hasn't changed, why are my taxes changing? So, when he's looking at this, he's looking at the year-over-year change and the actual charge; he thinks that's what people fixate on. We had a year when it went down, which was nice, and a year where it's come back up. So, he thinks that's what people are going to say, as the majority of people probably just didn't pump a bunch of money into their house to justify a huge increase. He's at a real estate convention right now, talking to people who are experiencing 20% increases, year after year. When people who are selling houses are shocked, then the consumers are definitely shocked. Most people are going to have the perception, with the house being the known quantity, did my taxes go up or down; the simple answer is yes, they did. This isn't even factoring in the County or School District levies; people are going to see a pretty direct increase in their year-over-year tax bill. Whether or not we raise the City portion, people are still going to come to us for answers. Council Member Khambata asked if we raise it this year and with the other unknown economic factors, can we go back and say to our constituents we've got this extra tax capacity coming online, so you saw an increase this year, but the next few years are most likely going to be flat? What's our 2024, 2025 projection? He's visualizing the chart we had where tax capacity was going to increase higher than our levy for a couple of years; he asked if we were still in that position.

Mayor Bailey stated the 2024 number had been displayed, and it was 8% or so. To Council Member Khambata's point, anything above no taxes or reduction in taxes will

not be accepted by the public. We have to be able to provide the public information on what they're getting for the increase in taxes: Personnel, street projects, etc.

Council Member Thiede stated that's all good, but people really aren't going to recognize that in terms of how much their taxes are going to go up. If there was a time to delay it a bit, now would be the time because of this enormous increase, the assessment that came in from Washington County. As we know, we've had supply-chain issues, so many items have increased costs; somehow, we've got to keep it from jumping that much.

Council Member Dennis stated one of the most important things to be mindful of is keeping the level of service and response at the level people have come to expect and appreciate by living here. We just have to look at the numbers and ask how do we deliver? As we're growing, there are additional costs to run the business. How do we deliver it and do it in the most effective way possible through that bottom line number; knowing that we have increased costs, there are just some things that we're going to have to fund. Hitting upon that number and what's reasonable, staff has made a lot of requests, and we had strategic planning and discussion about it, too. He thinks we just have to try to do the best with what we have and continue to do it in a way that makes people happy to live here and have pride in living here. We all know we're doing a good job on behalf of the people, so that's where he stands. We just have to figure out what that number is going to be.

Mayor Bailey asked for the proposed tax levy; Administrator Levitt stated it's at 9.92%. Administrator Levitt stated the important discussion tonight is providing staff with direction on the levy.

Council Member Thiede stated if that was a 0% levy increase, it would be interesting to know what people's taxes would be; to be able to deliver a message saying even if we didn't increase our levy, here's what your taxes would be because of the County increasing the market value of your home.

Council Member Dennis stated that it doesn't work that way; the assessed value of the property comes from Washington County, so it will hit the bottom line on their tax sheet. But just because they raised it doesn't mean that it will raise our cost; we're making the decision here on what we want to do.

Council Member Thiede stated if people react to how much our levy is changing, we can say the valuation of your home increased from $330,000 to $420,000; here's what your taxes would be even if the City portion had 0% change. Obviously, we have certain expenses, we have more people. Ideally, we like to have the growth, and we've had some substantial growth to fund some of these other things, so that if everything else was equal in terms of the value of the home, we'd be like we have been for the last five years, but it's obviously not.

Council Member Olsen stated every year when we go for the budget in November, we get a presentation from the Finance Department. At that time, there's always a slide that he comments on; that slide shows the value the Cottage Grove resident receives for their per capita tax dollar versus the other communities in Washington County. And every year we are towards the bottom of what we charge for a tremendous amount of service that we deliver, and that hasn't changed. We are not over spenders; we are not

people who are throwing money around. We make sure that the residents of this community receive outstanding levels of service in all the core government functions that we provide at a tremendous value when you look at per capita tax dollars versus all of the other communities in Washington County. We can't lose sight of that, and that's our message; that always has to be our message. One of the reasons Director Malinowski put a three-year average on that slide is because if you look at the three-year average, that's also a terrific message. When we had the budget conversation last year, his recommendation was if you're going to put a message out to the public, it's going to be the two-year average, and it would have been a great message that would have been well received. If we wanted a lower tax rate this year, we should have had a higher one last year, but we didn't. So, now we have to pay the piper. When we vote on this budget in November, per capita dollars spent for the services we provide in the City of Cottage Grove are going to be right around the bottom of the County. And that's something that we've always been proud of and should always be proud of.

Mayor Bailey told Director Malinowski as she starts hearing from her local partners, it would be good to keep us updated on what she's hearing. We liked when Director Roland kept us in the loop of what these other cities are doing, just from a comparison standpoint, because that also helps us understand where we are in the grand scheme of things. We're always at the bottom, like Council Member Olsen said, and that's okay. Mayor Bailey asked with the number from 2022 to 2023, the raw number, what's the difference? Director Malinowski stated that would be 1.7. Mayor Bailey asked of that 1.7, what are we adding? Director Malinowski listed the additions: Staff positions that we discussed, approximately $391,000; City Hall carpet and flooring replacements, when we did the two-year budget last year, that was identified for 2023; we increased the transfer out to Equipment Replacement by $100,000 for 2023 (Administrator Levitt noted that was the additional plow truck); the Road Improvement Bond, so $224,000 for 2022, but to keep that levy with adding the new positions, we took that out for 2023. Administrator Levitt stated the rest of it is debt. Director Malinowski stated there's also been the increase in commodities and contractual, another 2%, so that's part of it, too.

Administrator Levitt asked Mayor Bailey for a target to establish direction to staff in our scenarios; we need a levy number.

Mayor Bailey stated that he did not want to go into the double digits. If you could keep it in the below 10% range, 8% to 9%, somewhere in there. We committed to the positions, and we've commodity issues that we have to deal with, and we have Pavement Management debt. Some of these are fixed costs. We'll just have to make sure that we talk about the three-year average and what the citizens are going to get for their money.

Council Member Khambata thanked staff for putting this together; every time we get into a conversation like this, we kind of get new leads on these things. He appreciates that we can have a healthy discussion about this. He thinks we all pride ourselves on being a fiscally-responsible community, and part of keeping that spirit and that process alive, though unpleasant for us sometimes, it helps us hold each other in check to make sure that we are spending money smartly.

Council Member Olsen told Council Member Khambata that we always start with a Strategic Plan and get a sense of where we need to go. In May, when we sit down for this conversation and try to come up with a target to aim for, it's always a little bit difficult because it's still early in the year, there are a lot of unknowns, but we always land on a target. Then, when we go through those line-by-line budget discussions, which is really where the rubber meets the road, in June and July, we'll whittle it down to where we need to be. Staff will continue to get more information from the County and from other communities in the area, which will help us make decisions. This is the process; it's a good process, and he's very grateful to staff for being honest and transparent with us. He thinks that's the best thing you can do is just lay it on the table so that we can talk about it and come up with whatever answer we're going to come up with. Council Member Olsen told Mayor Bailey he's in the same boat with him; he thinks we want to avoid double digits, but we also have to be very understanding of the current market conditions and just the reality of our growing community and what that means in terms of infrastructure needs and stress on our staff. If we want to have those hard conversations about needing a golf course in the City of Cottage Grove or maybe we should sell it because it's awfully expensive, we've had that conversation before; if that's the case, then somebody needs to make that suggestion. The way he's looking at it and tying into what staff presented earlier, he thinks we're on the right track. He thinks it's a very sound and reasonable plan; he doesn't see a lot of fat in the budget, and he never does, so he's comfortable with trying to stay right there, below that double-digit mark. We certainly need to provide the resources necessary for our team to continue serving our constituents at an extremely high level.

Council Member Dennis asked if we had any idea of what Woodbury is going to be looking at. Administrator Levitt replied she's anticipating that you're going to see them at a very high level because last year they were at maybe 8%; most communities in Washington County match their growth rate, so she'd anticipate they wouldn't change that number much this year. Council Member Dennis stated his number is 9.49%.

Council Member Thiede stated we always talk about the levy percentage, and to a certain extent he doesn't care about the levy percentage; he's more interested in the actual effect that has on the individuals. He believes we want to keep great levels of service, and staff does a good job. So, he thinks we need to take a look at other cities, but in terms of a number here, he's not as concerned about it as much as how we explain what effect what we're doing is having on how much you pay to live in this city. If it's going to be higher, we just have to have a good reason as to why. So, if we hadn't increased the levy at all, we can tell people here's what would have happened to your City tax just because the value of your home was increased to that amount. He thinks that's a better message than just saying well, just look at the last three-year average. They're going to be looking at that one-year impact. We loved the fact that a couple years ago it supposedly went down. He just wants to know how we're going to explain the actual impact to the individuals.

Mayor Bailey told he'd been told Woodbury's levy was going to be 12% to 13%; we'll see if that comes true.

14. WORKSHOPS – CLOSED TO PUBLIC - None.

15. ADJOURNMENT

Motion by Council Member Dennis, second by Council Member Thiede, to adjourn the meeting at 9:28 p.m. Clerk Fischbach called the roll: Council Member Khambata-Aye; Council Member Dennis-Aye; Council Member Thiede-Aye; Council Member Olsen-Aye; Mayor Bailey-Aye. Motion carried: 5-0.

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

City Council Action Request

7B

Meeting Date	6/1/2022
Department	Administration
Agenda Category	Consent Agenda
Title	City Council Meeting Minutes - May 18, 2022, Regular Meeting.
Staff Recommendation	Approve the City Council Meeting Minutes from May 18, 2022, Regular Meeting.
Budget Implication	N/A
Attachments	2022-05-18 City Council REG Meeting.tif 167.91MB

MINUTES

COTTAGE GROVE CITY COUNCIL — May 18, 2022

COUNCIL CHAMBER
12800 RAVINE PARKWAY SOUTH

REGULAR MEETING - 7:00 P.M
COUNCIL CHAMBER

1. CALL TO ORDER

The City Council of the City of Cottage Grove, Washington County, Minnesota, held a regular meeting on May 18, 2022, at Cottage Grove City Hall, 12800 Ravine Parkway. Pursuant to Minnesota State Statute 13D.02, Subd. 1, Mayor Bailey noted that Council Member Thiede would be attending this meeting remotely from the following location: Cedar Rapids Marriott, 1200 Collins Road NE, Cedar Rapids, IA, 52402. Mayor Bailey stated he, too, is attending the meeting remotely from his home due to a positive COVID test on Tuesday. Mayor Bailey called the meeting to order at 7:00 p.m.

2. PLEDGE OF ALLEGIANCE

The audience, staff, Mayor Pro Tem Dennis, and City Council Members stood and recited the Pledge of Allegiance.

3. ROLL CALL

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

Also present: Jennifer Levitt, City Administrator; Korine Land, City Attorney-LeVander, Gillen & Miller, PA; Tammy Anderson, City Clerk; Ryan Burfeind, City Engineer/Public Works Director; Gretchen Carlson, Director of Economic Development; Christine Costello, Director of Community Development; Joe Fischbach, HR Manager; Pete Koerner, Public Safety Director; Brenda Malinowski, Finance Director; Mike Mrosla, Senior Planner; Emily Schmitz, Senior Planner.

Mayor Bailey requested the next two agenda items be switched so that he can add two agenda items before we begin Open Forum.

4. ADOPTION OF AGENDA

Mayor Bailey proposed four modifications to tonight's agenda:

1) Remove Item 6 B, Meritorious Service Award Presentation; it will be placed on the June 1, 2022, City Council Agenda so we can have the full Council present to celebrate this well-deserved award.
2) Remove Item 14 A, which is Workshop Closed to the Public, the performance evaluation of City Administrator Jennifer Levitt; it will be placed on the June 1, 2022, City Council Agenda, as again we'd like to have the full Council physically present to provide a more-engaged dialogue with her.
3) Add the following condition and modification to Item 7 I, which is the Mobile Food Unit License; we will be pulling that for a separate vote, and that is adding conditional approval for FatHouse, Juice Box, SUPER Hmong Taiwanese Sausages, and Broken Rice for license approval pending all required paperwork is completed and submitted to the City by May 25, 2022.
4) A Temporary Suspension of the Rules of the Council regarding the Preservation of Order, which would be considered after we adopt this agenda.

Motion by Council Member Dennis to adopt the agenda with the revisions stated by Mayor Bailey, as outlined above; second by Council Member Khambata.

Council Member Olsen asked what is the intent of changing the rules? Mayor Bailey stated he'd explain that in a minute, but it's just so that Council Member Dennis can manage any comments or questions that come from the audience since he, Mayor Bailey, is not physically present in the Council Chambers this evening.

Clerk Anderson called the roll: Council Member Khambata-Aye; Council Member Thiede-Aye; Council Member Olsen-Aye; Council Member Dennis-Aye; Mayor Bailey-Aye. Motion carried: 5-0.

Temporary Suspension of Rules of the Council regarding the Preservation of Order:

Mayor Bailey stated that he's presiding over the meeting but is doing so remotely and cannot see the audience, so that makes it impossible for him to preserve order, if needed; he's asking that we temporarily suspend the Rule of the Council in this matter. He will preside over the meeting, but asked Mayor Pro Tem Dennis be given the authority to preserve order in the Council Chambers. The Rule in our Code allows for suspension of our normal Rule of Order by majority vote. Mayor Bailey asked for a motion to approve this temporary change for tonight's meeting.

Motion by Council Member Olsen to temporarily suspend the Rules of the Council regarding the preservation of order; second by Council Member Khambata.
Clerk Anderson called the roll: Council Member Khambata-Aye; Council Member Thiede-Aye; Council Member Olsen-Aye; Council Member Dennis-Aye; Mayor Bailey-Aye. Motion carried: 5-0.

5. OPEN FORUM

Mayor Bailey opened the Open Forum. Mayor Pro Tem Dennis asked if there was anyone who wished to address the Council.

David Blume, 8791 77th Street South, stated as treasurer of the Southeast Metro Amateur Radio Club (SEMARC), he extended an invitation for the public to meet with the amateur radio operators of our community as we participate in the national event called Field Day, on June 25, at 1:00 p.m., at Cottage Grove Fire Station #3, 7500 Langly Avenue South; it lasts for 24 hours. Amateur radio operators can provide a critical public service for our communities during times of disaster, and we're able to provide reliable communications when the normal infrastructure is offline. Licensed by the FCC and trained in the art and science of radio communications and basic electronic theory, we own and maintain our own communications equipment. Our national organization has built relationships with several service agencies such as FEMA, Red Cross, Salvation Army, etc. SEMARC has participated in several simulated emergency drills, such as the 2010 Aircraft downing on the Mississippi River, and the regularly scheduled Homeland Security and Emergency Management Radiological Emergency Preparedness (REP) drill; the next REP drill is scheduled for May 25. They're proud to say that they've actually provided communication services to communities such as Lake St. Croix Beach for their flooding event in July 2015, and to Fargo, North Dakota, for flooding events in 1997 and 2009. This public service is easily extended during non-emergency events, such as parades, marathons, etc. The purpose of his visit tonight is to show the science, the service, and the skill that we can offer to our community. We'd love the opportunity to show you our capabilities in person, so we look forward to seeing members of the City of Cottage Grove, Cottage Grove Public Safety, and the citizens of the southeast metro area during our Field Day event.

Mayor Bailey thanked Mr. Blume for his presentation. He's previously attended some of their events, so he appreciates that they're now inviting the public. He encouraged the citizens of Cottage Grove and his Council colleagues to stop by and say hi and see how it all works.

As no one else wished to address the Council, Mayor Pro Tem Dennis closed the Open Forum.

6. PRESENTATIONS

A. One Family 2nd Annual Hmong Memorial Sports Fest
Staff Recommendation: Receive presentation from event coordinator John Yang.

John Yang stated that he represents One Family, a nonprofit organization that right now mainly focuses on sports. We try to help youth by presenting them with an atmosphere where they can perform their sports in a professional atmosphere; we try to make it as nice as possible by providing all of the equipment needed to have fun and excel in sports. We will be at Kingston Park on May 28-29, and he invited everyone to come and join them there. We will have flag football, corn hole, volleyball, basketball, and we just picked up a soccer coordinator, so we will have a few teams of soccer players there. We want to thank the City of Cottage Grove for allowing us to use beautiful

Kingston Park; he wanted to make sure everyone knew the invitation was open to the public to join with us on a hopefully beautiful day.

Mayor Bailey stated he lives somewhat close to Kingston Park, so he's seen one event there; you definitely have a large draw, with many people attending these events.

Council Member Dennis stated Mr. Yang had an opportunity to interact with a number of guests that played various sports last year, and people spoke very highly of what they'd put together; they stated they had a fantastic time, so we appreciate and thank you for coming to Cottage Grove to bring that opportunity. We'd love to have you back anytime.

Mr. Yang thanked Council Member Dennis for that, and also thanked the City for assisting us with our food trucks. This came up very quickly for us, so unfortunately some of our food vendors weren't able to get the application in time. He really appreciates the City working with us on that, it means a lot to them.

7. CONSENT AGENDA

A. Approve the April 20, 2022, City Council Regular and Special Meeting Minutes.
B. Approve the Royal Oaks Golf Course improvements project scope and authorize staff to: 1) Prepare plans and specifications. 2) Purchase irrigation heads, valves, and controllers utilizing cooperative purchasing agreement. 3) Authorize staff to begin drafting documentation of interfund loan from EDA Trust Fund for golf improvements.
C. Approve the service agreement with SafeAssure for workplace safety consultant services.
D. Adopt Resolution 2022-081 authorizing staff to execute the Master Partnership Contract with the Minnesota Department of Transportation (MnDOT) and allowing the City Engineer to negotiate work orders pursuant to contract.
E. Approve the increased budgeted amount of two single axle dump trucks from $470,000 to $638,569.
F. Adopt Resolution 2022-082 supporting the City's Rural Surface Transportation Grant application for the County Road 19A/100th Street Realignment Project.
G. Authorize issuance of a single-occasion gambling permit to Accacia Lodge No. 51 to conduct a raffle at 11094 70th Street South on October 8, 2022.
H. Adopt Resolution 2022-094 approving the plans and specifications and establishing a June 9, 2022, bid date for the South District Trunk Storm Sewer Project.
I. Approve Mobile Food Unit licenses to the following applicants, effective May 19, 2022, through December 31, 2022: 1) Miller Concession, Inc. 2) Longs Combo Roll. 3) Xai - The Corn Guy. 4) Thai Thai Street Food. 5) Linko Food, LLC. 6) Smith Brothers BBQ. 7) Boba Tea.
J. Approve the issuance of rental licenses to the properties in the attached table.

K. Adopt Resolution 2022-096 authorizing the termination of the Contract with Classic Protective Coatings, Inc. for the Water Storage Tank Rehabilitation - Pine Hill 0.5 MG Spheroid project and further authorizing City staff to initiate the termination notice and take any other actions necessary to terminate the Contract.

Mayor Bailey wished to pull Item I, Mobile Food Unit Licenses, on the Consent Agenda for a separate vote.

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

Mayor Bailey stated Item I is the Mobile Food Unit Licenses, and there are additional food vendors that are planning to come to the One Family 2nd Annual Hmong Memorial Sports Fest, which Mr. Yang just spoke about. The City of Cottage Grove just recently changed our food unit ordinances and processes. Mr. Yang spoke about some of the challenges he's had, and the Strawberry Fest Committee is also having some initial growing pains with our new ordinance. He asked Council Member Thiede to speak about a recommendation for these two very specific events, due to the timing of our new ordinance changes.

Council Member Thiede stated what it really boils down to is for Strawberry Fest, all the applications went out in January, so vendors signed up, not knowing about the food unit license. We had all but a couple of our food vendors set up prior to April 6, when Council actually approved the food unit ordinance. The Hmong Sports Fest also had a difficult time because the Special Event permit was completed without totally knowing about the food unit vendor licensing. At our last Strawberry Fest meeting, we were wondering if they had a tent and just a trailer with supplies inside if that would actually be considered a food unit and if it would also have to be licensed. Council Member Thiede felt what would be fair is we actually need to modify the Special Event permit to actually say that food trucks/units involved in this Special Event also need to get their licensing; that way they'll know that when they're actually filling out the permit. He'd like to have the permit requirement of $250 waived for both events on the agenda tonight; by getting this verbiage on the Special Event permit, then everything going forward would need the $250 license fee. He's already set it up with the Strawberry Fest Committee that after the Strawberry Fest this year, we need to discuss how we're going to handle this next year for food units that are in the carnival also. Beside the food units, he thought the Lions Club's beer tent would also fall under that. We need to discuss this and get the message out to participants.

Mayor Bailey stated he wanted to get City Attorney Korine Land's input on this item. Attorney Land stated as long as the Council is being fair with both of these Special Event permits, she never likes to see Councils waive fees because these are cost recovery, the City is expending resources. However, in unique circumstances, as long as all applications are treated the same, that feels fair and uniform. If the Council feels

that this is a justifiable waiver of the fee in this one circumstance, this is probably the best way to do it.

Council Member Olsen asked regarding Item I and how it's worded in our agenda, he asked how the motion should sound to ensure that it's clearly understood what we're doing. It's been pulled for a separate vote; he's more than willing to make the motion that we waive the fees for both of these events, as that's fair and reasonable, but he also wants to make sure that we deal with whatever businesses are on the Agenda for Item I. He asked Administrator Levitt and Attorney Land to guide us on the correct verbiage and vote.

Attorney Land stated she'd recommend that Council approve the licenses that are on the Agenda tonight, approve conditionally the additional licenses that were added tonight, with the conditions as stated earlier by Mayor Bailey, and waive the $250 for each license for all of them.

Motion by Council Member Olsen to approve the licenses that are on the Agenda tonight, approve conditionally the additional licenses that were added tonight with the conditions as stated earlier by Mayor Bailey, and waive the $250 for each license for all of them; second by Council Member Thiede.

Council Member Khambata stated that given the timeline in which the ordinance change fell, he recognizes that it constituted an unnecessary hardship for the applicants, and for that reason he's in favor of waiving the fee. Council Member Dennis stated when we start a new program, sometimes there are some growing pains. He thought there was always an opportunity for us to be reasonable and fair; he thinks this is a great example of doing that in the best interest of people to the greater good, so he favors it as well.

Clerk Anderson called the roll: Council Member Khambata-Aye; Council Member Thiede-Aye; Council Member Olsen-Aye; Council Member Dennis-Aye; Mayor Bailey-Aye. Motion carried: 5-0.

8. APPROVE DISBURSEMENTS

A. Approve payments for the period of 4/29/2022-5/10/2022 in the amount of $742,650.78.

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

9. PUBLIC HEARINGS

A. Special Event Permit - Strawberry Festival
Staff Recommendation: Authorize issuance of a special event and parade permit to Cottage Grove Strawberry Fest, contingent upon conditions

outlined in the memo from Public Safety Director Koerner and Community Development Director Christine Costello dated May 11, 2022.

Public Safety Director Pete Koerner stated with the COVID delays, this festival has been in the making for over two years, so they're very prepared. The Strawberry Fest Committee is a volunteer committee; their mission is to bring the community together. Many City staff from various departments attend this festival, so it's a group effort. It's like it has been previously, but it's growing; this year they've added wrestling, and the carnival, the talent show, entertainment, all the food vendors, including two different Lions Clubs, will be there. The Strawberry Fest web page is kept up to date, so new events are added at cottagegrovestrawberryfest.com. The Special Event permit was submitted in January, and we're making sure everything falls into our safety plan. Notices for tonight's public hearing have been sent, and we'll ask Council for their final approval tonight.

Director Koerner reviewed the days/hours of operation and noted the memo in the Council packet has all of the conditions listed: Building and Electrical Permits; Incident Action Plan; Severe Weather Evacuation Routes; Security; EMS/First Aid; Traffic and Emergency Lanes; Sanitation; Food Sales; Food Trucks/Units; Alcohol Sales; Waste Collection; Fireworks; Fencing; Noise; Parade; 5K Race; Insurance.

We're anticipating larger-than-usual crowds; the Chiefs Association just met today, and we talked about how we can help other communities out with larger crowds to make sure they stay safe. We're committed to adding additional officers this year; we'll be fully staffed throughout the festival.

With the noise, every year we get maybe one-or-two complaints about the music, but most people who live near Kingston Park know this takes place on the third weekend of June every year. The bands can only play until midnight on Friday and Saturday, and there will also be fireworks on Saturday night. The parade route has not changed.

Mayor Pro Tem Dennis opened the public hearing. No one wished to speak on this topic, so Mayor Pro Tem Dennis closed the public hearing.

Motion by Council Member Dennis to authorize issuance of a Special Event and parade permit to Cottage Grove Strawberry Fest, contingent upon conditions outlined in the memo from Public Safety Director Koerner and Community Development Director Christine Costello dated May 11, 2022; second by Council Member Thiede.

Council Member Thiede stated Director Koerner did a great job; he noted the carnival is going to be in a different location, in the north parking lot. The wrestling event on Saturday should be interesting. There's also the Strawberry Fields Marketplace, and it's berry good to be back.

Clerk Anderson called the roll: Council Member Khambata-Aye; Council Member Thiede-Aye; Council Member Olsen-Aye; Council Member Dennis-Aye; Mayor Bailey-Aye. Motion carried: 5-0.

B. Enclave Development - Hemingway Industrial

Staff Recommendation: 1) Hold the public hearing to vacate and discontinue the public drainage and utility easements along the common lot line between Outlot A and Lot 1, Block 1, Glengrove Industrial Park 5th Addition. 2) Adopt Resolution 2022-088 approving the vacation and discontinuance of the drainage and utility easements along the common lot line between Outlot A and Lot 1, Block 1, Glengrove Industrial Park 5th Addition. 3) Adopt Resolution 2022-089 approving the preliminary plat and final plat named Hemingway Industrial. 4) Adopt Resolution 2022-090 approving the Site Plan Review for construction of a warehouse and distribution facility consisting of two buildings with a combined total square footage of 240,000 square feet to support warehouse and office uses.

Jane Kansier, Senior Planner, Bolton & Menk, stated this property is located at the intersection of 97th Street and Hemingway, immediately to the west of the Renewal by Andersen building. The site is 25.3 acres of currently vacant land. There are three different actions that need to be taken: 1) Vacation of an existing easement, which requires a public hearing. When this property was originally platted, it consisted of two lots, one an Outlot and one described as Lot 1, Block 1. There is a five-foot easement along the common lot line, and because this plat will combine the two lots together, there is no longer any need for the easement. The applicant is requesting that it be vacated. Any required easements will be dedicated along the perimeter as part of the plat, as well as a new easement over the raw water line; that project begins in June, 2022. 2) We need approval of the preliminary and final plat; this plat will combine the two existing outlots into a single lot, 25.3 acres in area. Any required drainage and utility easements will be dedicated as part of the final plat. 3) The applicant has requested approval of the Site Plan, and is proposing two buildings on the site, totaling 240,000 square feet, which will be used for office and warehouse space. There are loading docks that face the interior of the site. Employee and customer parking is located along the front of each building, on the north and south sides. Trailer and truck parking is located along the western side of the property boundary.

Planner Kaiser stated there are no specific uses for these buildings proposed at this time; the property is zoned Industrial. As the buildings become occupied, we'll have to evaluate each proposed use to determine if it can be permitted outright or if further public review would be required. Planner Kaiser spoke further on: Landscaping: Plan shows perimeter landscaping and buffer-yard plantings; they'll be required to provide an updated plan so we can ensure the required parking lot green space is provided. Buildings: Precast concrete panels with three different colors, glass windows with storefront aluminum frames. At each entry of the building, there are precast metal architectural canopies. The ordinance requires that industrial buildings be at least 65% Class I; this proposal meets that requirement. We'll want more detail as building permits come in just to make sure they're consistent with all of the architectural requirements. Noise: Is a little bit of a concern on the site, especially because it's adjacent to a residential district. It's important to note the site has to meet all Federal, State, and Local requirements. During daytime hours, the noise levels cannot exceed 65 decibels for more than 50% of the time over the course of an hour; an air-

conditioning unit is about 60 decibels. The applicant does not anticipate any noise issues as there's existing landscaping that will remain in place that's located between their site and the residential district.

Mayor Pro Tem Dennis opened the public hearing. As no one wished to speak on this item, Mayor Pro Tem Dennis closed the public hearing.

Motion by Council Member Khambata to Adopt Resolution 2022-088 approving the vacation and discontinuance of the drainage and utility easements along the common lot line between Outlot A and Lot 1, Block 1, Glengrove Industrial Park 5th Addition; Adopt Resolution 2022-089 approving the preliminary plat and final plat named Hemingway Industrial; Adopt Resolution 2022-090 approving the Site Plan Review for construction of a warehouse and distribution facility consisting of two buildings with a combined total square footage of 240,000 square feet to support warehouse and office uses; second by Council Member Olsen. Clerk Anderson called the roll: Council Member Khambata-Aye; Council Member Thiede-Aye; Council Member Olsen-Aye; Council Member Dennis-Aye; Mayor Bailey-Aye.
Motion carried: 5-0.

C. Hinton Woods 2nd Addition

Staff Recommendation: 1) Hold the public hearing to vacate a public drainage and utility easement within Outlot C, Hinton Woods. 2) Adopt Resolution 2022-091 vacating a public draining and utility easement within Outlot C, Hinton Woods. 3) Adopt Resolution 2022-092 approving the Final Plat for Hinton Woods 2nd Addition. 4) Approve the Hinton Woods 2nd Addition Development Agreement with D.R. Horton, Inc. - Minnesota. 5) Adopt Resolution 2022-093 approving the Hinton Woods 2nd Addition Development Plans dated March 30, 2022, prepared by Westwood Professional Services, Inc., subject to final approval by the City Engineer in writing.

Mike Mrosla, Senior Planner, stated this site is located south of 65th Street and to the west of Hinton Avenue. D.R. Horton previously obtained approval for a preliminary plat to construct 104 townhomes and 61 single-family lots; the first addition consisted of 55 townhomes and 65 single-family lots. With the second addition, D.R. Horton has applied for a Final Plat, which consists of 46 townhome units where Outlot C is located. Because of this Final Plat, the existing drainage and utility easement within Outlot C needs to be vacated, as it's no longer needed, which is why we're requesting the easement vacation tonight.

Mayor Bailey stated a citizen had reach out to him about them working past 9:00 p.m.; he asked if Planner Mrosla was going to address that with the applicant. Planner Mrosla replied that he'd work with the applicant to address that issue.

Mayor Pro Tem Dennis opened the public hearing. As no one wished to speak on this item, Mayor Pro Tem Dennis closed the public hearing.

Motion by Council Member Khambata to Adopt Resolution 2022-091 vacating a public drainage and utility easement within Outlot C, Hinton Woods; Adopt Resolution 2022-092 approving the Final Plat for Hinton Woods 2nd Addition; Approve the Hinton woods Development Agreement with D.R. Horton, Inc.-Minnesota; Adopt Resolution 2022-093 approving the Hinton Woods 2nd Addition Development Plans dated March 30, 2022, prepared by Westwood Professional Services, Inc., subject to final approval by the City Engineer in writing; second by Council Member Dennis. Clerk Anderson called the roll: Council Member Khambata-Aye; Council Member Thiede-Aye; Council Member Olsen-Aye; Council Member Dennis-Aye; Mayor Bailey-Aye. Motion carried: 5-0.

10. BID AWARDS

A. Goodview Avenue Water Main Extension Project - Rescind Prior Bid Award, Reject Ineligible Bids, Award Bid
Staff Recommendation: Adopt Resolution 2022-095 that: 1) Rescinds the award of the Goodview Avenue Water Main Project to Northdale Construction Company, Inc., as they are an ineligible bidder due to failing to comply with Minnesota Statute 16C.285, Subd. 4, and the Bidding Documents. 2) Rejects all three bids received for the project that did not include the Responsible Contractor Verification form. 3) Award the Goodview Avenue Water Main Extension Project to Miller Excavating, Inc. in the amount of $2,271,124.81.

Ryan Burfeind, Public Works Director, stated this bid had been awarded to Northdale Construction Company on April 20, 2022, after which contracts go to Attorney Land for review before the City executes them. Upon review of that contract, Attorney Land determined the Responsible Contractor Verification form, required to be signed by the contractor, had not been signed. State Statute requires that that form be submitted with the bid. Upon discovering that, there were actually two other contractors who had not submitted the required form, which was unusual. The second low bidder, Miller Excavating, had included the required form, and their bid was only $916.83 higher than Northdale Construction. This project is fully funded by the 3M Settlement Agreement through the State of Minnesota, so the additional $916.83 makes no change in the grant amount. Director Burfeind stated he'd take any questions from the Council.

Council Member Khambata asked if Director Burfeind was able to determine if the three contractors who hadn't signed the form had done so intentionally or if it was just a clerical error.

Director Burfeind replied we don't know that it was intentional, but it's a required standard form through State Statute; it's surprising that it was not signed, but it's also odd that there were three of them that were not signed. We're looking at the online bidding site to see if something on there was different, but even if that's the case, that's

been a standard form for many years. The other contractors who submitted bids knew that law, it was in the contract, and they'd signed it.

Council Member Khambata stated we clearly want to work with contractors who know the process and are complying; he was just curious with the number of omissions if there was something in our bid process that we needed to correct. Director Burfeind replied not that we're aware of at this time.

Motion by Council Member Olsen to Adopt Resolution 2022-095 that: 1) Rescinds the award of the Goodview Avenue Water Main Extension Project to Northdale Construction Company, Inc., as they are an ineligible bidder due to failing to comply with Minnesota Statute 16C.285, Subd. 4, and the Bidding Documents. 2) Reject all three bids received for the project that did not include the Responsible Contractor Verification form. 3) Award the Goodview Avenue Water Main Extension Project to Miller Excavating, Inc. in the amount of $2,271,124.81; second by Council Member Khambata. Clerk Anderson called the roll: Council Member Khambata-Aye; Council Member Thiede-Aye; Council Member Olsen-Aye; Council Member Dennis-Aye; Mayor Bailey-Aye. Motion carried: 5-0.

11. REGULAR AGENDA

A. Ravine Crossing

Staff Recommendation: 1) Adopt Resolution 2022-083 approving a lot split creating a three-acre parcel to be combined with the neighboring church parcel at 9998 90th Street South. 2) Adopt Ordinance No. 1059 approving a zoning amendment to rezone 28.6 acres of land generally located on the northwest corner of 90th Street and Keats Avenue from AG-1, Agricultural Preservation, to R-4, Low Density Residential. 3) Adopt Resolution 2022-084 approving the preliminary plat for a subdivision to be called Ravine Crossing that will consist of 80 single-family lots and 3 outlots.

Emily Schmitz, Senior Planner, stated this application was submitted by D.R. Horton for a property about 28 acres in size at the northwest corner of Keats Avenue and 90th Street. There was a Comprehensive Plan Amendment that Council approved in March for the staging plan and the staging area; this parcel was originally in Staging Area 2, and with the approved Amendment, it is now in Staging Area 1. The Amendment is currently with the Metropolitan Council for their review and approval, which we expect to see in the next couple of months. Christ the Lord Church is working with the current property owner to purchase an additional three acres of this existing parcel, preparing for a potential future expansion. That lot split will take place before D.R. Horton works through any purchase with the current landowner for the development.

The development is proposed as R-4 zoning and it meets the City's minimum standards within the Zoning Code, so we're not looking at a PUD tonight; all of the proposed lot sizes and setbacks align with the Zoning Code standards, with density at 2.53 units per acre, it meets low density requirements in the City's Land Use Plan.

Planner Schmitz spoke further on: Access: Proposed off of 90th Street and will also connect at the north to Joliet Avenue, to an existing development. This development will be unique as its surrounding developments don't have sidewalks; this one will and will provide connectivity to the trail system along 90th Street and future Keats Avenue trails. Tree Inventory/Preservation: A tree inventory was completed with no mitigation required. The developer is proposing to meet our minimum landscape requirements, specifically with buffer trees along Keats Avenue, and maintaining a 75-foot buffer along that arterial roadway. Utilities: Available and readily accessible within 90th Street. They're also willing to provide a sanitary sewer connection for the church, at such time the church chooses to connect to City services. Architecture: D.R. Horton has indicated this is a very similar product to that seen in Northwood Park, on the northeast corner of the community.

Council Member Olsen stated his question applies to all developments in the Regular Agenda tonight and directed it to Attorney Land: He asked if she could speak about the need for Zoning Amendments in all three of these items. The Council knows the Comprehensive Plan applies to zoning in the community, but when we do a development, we have to do a Zoning Amendment. It seems confusing as to why we're continually changing zoning. He asked Attorney Land to explain why we're doing the Zoning Amendments and what we might need to do in the future to avoid having to regularly do Zoning Amendments.

Attorney Land stated when the City adopts its Comprehensive Plan, the City Council sets out its long-term vision for the community with a broad brush. Any area is going to be zoned a certain type of residential property; you know that you want it to be residential, but you don't know exactly what kind, so it's just broad-brush residential. It might be large lots, but you're not going to specifically say it has to be this many units per lot in this particular area. It's a guide and it's a principal guide based on how you envision the community to develop in the future and how you'd like to see it develop. Zoning is more guesswork; you think it's going to be this, and the City has to have a Zoning Ordinance and a Zoning Map that are more specific than the Comprehensive Plan. The City doesn't own the property, so the City can't put things on that property and require things to go on that property because you don't own it, and you don't know for sure what the owner wants to do with it. The owner will know, according to the Comprehensive Plan, that it has to look something like this, but at the end of the day it might look a little different than what the Zoning Ordinance actually requires it to be. So, when they finally figure out what it is that they want to do with the property and it doesn't align exactly with the Zoning Map, that's when you receive a Zoning Map Amendment.

Council Member Olsen stated Comprehensive Plan and Zoning Maps are public documents, so everyone can access them. Sometimes we'll take an issue like this under advisement, people will look at a Zoning Map and say that's not zoned that way, what are you doing? That doesn't make any sense. That's why he wanted her to provide context as to why we do these things. When the Comprehensive Plan is completed very ten years, some communities then adjust their zoning parallel to the

creation of the new Comprehensive Plan to try to get those two things to match. These are private land deals, agreements made between property owners and developers, and the City has to have flexibility and be able to respond appropriately; that's the reason sometimes a Zoning Amendment is required if we feel it meets the character of the area and is in keeping with our general development plan moving forward. It gives us the opportunity to adjust things and welcome new residents to the community.

Council Member Khambata stated because they're building close to Keats Avenue, he was happy to see where they placed Outlot A as a buffer between a higher traffic area and the neighboring property to the north. They made a lot of smart considerations regarding their neighbors to the south, the church, and the neighbor to the north on Keats Avenue. He likes what they've done.

Deb Ridgeway, with D.R. Horton, 20860 Kenbridge Court, Lakeville, stated she was here to answer any questions. We're excited to bring forward another project to Cottage Grove.

Mayor Bailey stated this isn't a public hearing but wondered if anybody in the audience wished to speak on this. Mayor Pro Tem Dennis stated a gentleman wished to speak; he asked him to state his name and address for the record and told him he'd have about three minutes to express his thoughts.

Dave Olson, 8627 Jorgensen Avenue South, stated he lives in the development immediately north, and he attended the neighborhood meeting where Ms. Ridgeway was present. He said D.R. Horton did a nice job of helping us understand what would be going on to our south and what the development would look like. It's now 79 homes instead of 88, but it's the same general look and feel. As a citizen who lives just north of there, it was really nice to be able to have a smaller meeting to have that conversation with them; City staff was also there and provided answers to questions people had. He wanted Council to know that he thought it was a really good process, and he felt Council should approve these tonight.

Motion by Council Member Khambata to Adopt Resolution 2022-083 approving a lot split creating a three-acre parcel to be combined with the neighboring church parcel at 9998 90th Street South; Adopt Ordinance No. 1059 approving a zoning amendment to rezone 28.6 acres of land generally located on the northwest corner of 90th Street and Keats Avenue from AG-1, Agricultural Preservation, to R-4, Low Density Residential; Adopt Resolution 2022-084 approving the preliminary plat for a subdivision to be called Ravine Crossing that will consist of 80 single-family lots and 3 outlots; second by Council Member Thiede. Clerk Anderson called the roll: Council Member Khambata-Aye; Council Member Thiede-Aye; Council Member Olsen-Aye; Council Member Dennis-Aye; Mayor Bailey-Aye. Motion carried: 5-0.

Mayor Bailey stated that Planner Mrosla would speak on both Item 11-B and Item 11-C as they're in the same area.

B. Graymont Village

Staff Recommendation: 1) Adopt Ordinance No. 1058 approving a zoning amendment to change the zoning of property generally located west of Ideal Avenue, south of the planned 105th Street extension, and north of 110th Street from AG-2, Agriculture, to R-3, Single Family Residential, to R-4, Low Density Residential, with a PUD, Planned Unit Development. 2) Adopt Resolution 2022-087 approving the preliminary plat for a residential development to be called Graymont Village, which will consist of 207 lots for single-family homes.

C. Preserve at Prairie Dunes
Staff Recommendation: 1) Adopt Resolution 2022-085 approving an amendment to the 2040 Comprehensive Plan to re-guide 14.91 acres of land from Industrial to Medium Density Residential and authorize staff to submit the amendment to the Metropolitan Council. 2) Adopt Ordinance No. 1057 approving the zoning amendment to rezone the subject property from AG-2, Agriculture, and R-1, Rural Residential, to R-4, Low Density Residential, with a Planned Unit Development, contingent on the Metropolitan Council's approval of the associated Comprehensive Plan amendment. 3) Adopt Resolution 2022-086 approving the preliminary plat for a residential subdivision to be called Preserve at Prairie Dunes that will consist of 154 lots for single-family homes, contingent on the Metropolitan Council's approval of the associated Comprehensive Plan amendment.

Planner Mrosla stated these developments, Graymont Village and Preserve at Prairie Dunes, are adjacent to each other and have many similarities. The proposed projects are located south of 100th Street and to the west of Ideal Avenue. The proposed properties are currently tilled fields with vegetative windbreaks. About 100 acres is being included in the preliminary plat because we need to re-align 100th Street and Hadley Avenue, which is consistent with the Comprehensive Plan. Director/City Engineer Burfeind will speak more about this later in the presentation.

<u>Graymont Village</u>

The applicant, Lennar, is proposing to develop about 60 acres, and the proposed project is a little more than 65 acres, currently tilled field. Surrounding development to the east is tilled fields and existing residential, to the west is the DNR Scientific Natural Area (SNA), to the north is the NorthPoint Logistics Center, to the south is existing residential.

These projects are both located in the Cottage Grove Business Park Alternative Urban Areawide Review (AUAR), which requires a hybrid Environmental Assessment Worksheet (EAW) and an Environmental Impact Statement (EIS). Council recently approved an updated version of the AUAR at the March City Council meeting. The AUAR has to be consistent with the Comprehensive Plan. The proposed projects are consistent with the AUAR, and no additional mitigation is required.

Existing Land Use and Zoning: Both are currently guided as medium density residential, low density residential, and industrial on the Land Use Plan. They're also zoned AG-2, Agricultural, R-1, Rural Residential, and R-3, Single-Family Residential. However, Summergate is requesting to re-guide a section of the property to medium density due to roadway alignment; upon review and working with the applicant, it was determined that the best placement of the roadway would be adjacent to the eastern property line, adjacent to a 75-foot existing powerline easement. That creates a nice buffer between the proposed residential and the Logistics Center to the east. That's why we're requesting to modify the plan because the roadway alignment shifted to the east, allowing for the whole piece of property to be guided as medium density. We have worked closely with the Metropolitan Council on this project, and they deemed this project as a minor Amendment, which does not need to go through the full Metropolitan Council process. However, they need to approve it before any rezoning takes effect.

The applicant for the Preserve at Prairie Dunes is requesting to rezone the subject properties to R-4, Low Density Residential with a Planned Unit Development (PUD); that is contingent upon Metropolitan Council approval of the Land Use Amendment. If Council approves this project tonight, we will be submitting the proposed Amendment to the Metropolitan Council in the coming days.

Planner Mrosla stated Public Works Director/City Engineer Burfeind would speak further on transportation and access in that area.

Director Burfeind stated regarding the roadwork in this area, he felt a few items mentioned at the Planning Commission meeting were important to address tonight: Transportation: There will be a lot of work going on in this area on 105th Street, 100th Street, and Ideal Avenue, which is being done by NorthPoint:

- They've just started working on 105th Street, and they're proposing to start 100th Street this year, but we need to deal with many private utility conflicts from Xcel Energy, Century Link, and Comcast.
- Ideal Avenue is proposed to be a 2023 construction, and all of that work will be either upgrading existing roads or doing the new road with three-lane sections. Truck traffic can use the new turn lanes to improve traffic flow.
- The work on 100th Street will improve Renewal by Andersen traffic by providing a left-turn lane, so people don't have to wait for the trucks.
- The South District street and utility improvements include the realignment of 100th Street and then the realignment of Hadley Avenue, bringing it down to that roundabout in the southwest corner of NorthPoint; that will be a City project, an assessment project through Chapter 429. The benefiting owners of the development, the properties in this area, have signed Deferred Assessment Waivers to pay for that extension of Hadley Avenue; because there were so many benefiting properties, it made the most sense to actually have the City construct that roadway and collect the deferred assessments as the developments occur. That's out to bid right now with a bid date of May 26 and an anticipated award date of June 1 at the City Council meeting.

The reason that's happening is they need a second access; Fire Code requires when you build more than 30 new units, they need two points of access from a public-safety

perspective. These developments were required to have the avenue extension be completed so they could have that second point of access.

Planning Commission meeting questions were there is a proposed connection to 110th Street with the Graymont Village element; the neighbors on 110th Street expressed concerns about why that connection is happening. They felt it would just add some more traffic to their road so asked if it was really needed. It is a very important standard practice of development that we connect our roadways; we don't want to create dead-end blocks of housing. From a transportation perspective, even from that far southern point of 110th, it's still shorter to go out through the development to 105th Street to Ideal Avenue; 110th Street is a 30 MPH road also, so it's not a higher-speed road providing faster access out of the area. While some residents on the far south end of the development might use 110th Street, we're really largely expecting traffic to flow north to 105th Street, which will have a higher speed limit, and out Ideal Avenue. Graymont Village will also be developed from north to south, so it will start that traffic pattern. The other reason to connect roadways is for services; even though the residents may not use this much, snowplows, the postal service, delivery trucks, and school buses don't want to have to go into a neighborhood and go out, go around another road, and come back around 110th Street; that's just adding many unnecessary trips and two-way traffic to a roadway.

With more development, what's going to happen with Jamaica Avenue? All of the work that we're doing up to Jamaica Avenue is greatly going to increase the capacity of those roadways. This is residential traffic for Jamaica Avenue South and the roundabouts; NorthPoint is industrial traffic, so it's really noncompeting. NorthPoint traffic will be coming into town from Highway 61; this traffic from the Business Park will be going northbound, the opposite direction. When you add up lots of traffic of the exact same use, that's when you get the huge morning peak and the huge evening peak. So, from a traffic standpoint, it's beneficial to have different types of uses that have different traffic patterns.

Planner Mrosla stated Lennar is requesting a zoning amendment to rezone the property to R-4. Preliminary plat: To the north is the Cottage Grove Logistics Park by NorthPoint Development, a more-intense use. General planning practice is to do a denser residential product adjacent to a major roadway, transit station, or commercial and industrial uses; that's what happening in this proposed development. The applicant is proposing a denser product of 45-foot lots, adjacent to 105th and the proposed use to the north, and the product decreases in density as you move away from the more-intense area. They're proposing a new product type for the community with 45-foot lots, as they're single family, owner-occupied, and owner-maintained. Previously, we've seen a lot of HOA-maintained developments.

Revised Plat: The Planning Commission reviewed the previous plat submitted as part of the application which had some different lots. However, in order to address the comments provided in the engineering memo, Lennar revised their plat as they changed some of their lot widths. In return for doing that, they increased the depth of the lots adjacent to 105th Street, which actually created larger back yards. The intent was the residents will be maintaining the buffer area behind their property, which we've seen in

several developments throughout the community. As part of the revised plat, the applicant removed some of the 65-foot lots shown on the submitted plat; however, there are some larger lots, in excess of 60 feet. The revised plat does not change the total number previously approved by the Planning Commission, which remains at 207. The applicant is proposing 93 45-foot lots, 23 55-foot lots, and 91 60-foot lots.
PUD Flexibility: The applicant is requesting some flexibility:

- Reduce the front-yard setback to 25 feet, consistent with previously approved projects in recent years.
- Reduce the rear-yard setback to 30 feet instead of 35, which were mainly for the lots adjacent to 105th Street.
- Minimum lot width is 60, and the applicant is requesting 45.
- Minimum lot area is 7,500 square feet required in R-4, and the applicant is requesting 5,850 as the minimum, but the average on the 45-foot lots is 7,140.

As previously stated, this 45-foot lot housing product is very similar to others in our community by Lennar; it's just on a smaller lot. It's similar to a detached townhome product; however, the owners will be maintaining the property instead of an HOA.
Tree Preservation/Landscaping: Applicant is proposing 233 boulevard trees, and there are a total of 228 trees shown on the landscaping plan throughout the rear yards of the proposed houses. We are working with the applicant to revise the tree inventory, as the one that was submitted didn't quite meet City Code. In the event that replacement is required, they'll do that on site or pay cash in lieu. As a condition of approval, the final landscaping plan will be approved by Planning staff in writing prior to approval of the final plat. If cash in lieu is needed, it shall be memorialized in the Development Agreement.

Preserve at Prairie Dunes

This project required the Comprehensive Plan Amendment rezoning to R-4.
Preliminary Plat: Adjacent to this property is the SNA. The applicant and City staff worked closely with the DNR when the first Concept Plans came in to make sure that no impacts to the SNA were created as part of this development. Much of the design you're looking at tonight takes into consideration the DNR's comments; there's a trail corridor to separate the housing from the SNA. The applicant is preserving many trees in this area, too, as recommended by the SNA, to create separation. As previously mentioned, the northwestern section of the preliminary plat is for roadway right-of-way dedication, and it also creates four outlots for future development. At this time, we are not requesting any zoning amendments for Comprehensive Plan Amendments on those parcels. If an application is received in the future, we'll use the same process with neighborhood meetings and Planning Commission and City Council review and approval. PUD Flexibility: There are (104) 50-foot lots and (50) 65-foot lots for which the applicant is requesting some flexibility: Minimum front-yard setback is 25 feet, the proposed minimum side yard is 7.5, and the applicant is requesting 5 feet on the 50-foot lots. This is very similar to the Settlers Bluff development, with the houses being 5 feet from the side-yard setbacks. This will also be HOA maintained. The lot area minimum is 7,500, and the applicant is proposing 6,565, consistent with other developments in the area. Tree Preservation and Landscaping: The applicant took into consideration preserving many trees adjacent to the SNA; ordinance allows for 35% removal, or 1,501

caliper inches. Removal of the remaining 947 caliper inches shall be replaced at a 1:2 ratio, so at this time the applicant is required to mitigate 473.6 caliper inches. Those trees will either be replaced on site or they'll pay cash in lieu. The final landscaping plan shall be approved by Planning staff prior to approval of the Final Plat. Cash in lieu will be memorialized in the Developer's Agreement. The applicant is proposing 227 boulevard trees and 4 trees per lot, for a total of 406 total trees. Each lot will have 10 understory shrubs, as required by ordinance. The applicant is proposing some additional screening in the area of the proposed roundabout. Stormwater Management: There are four stormwater ponds proposed with this development; engineering has reviewed those and provided comments to the applicant. Trails and Sidewalks: We like interconnectivity with our trails and sidewalk system, so the applicant is proposing five-foot-wide sidewalks, just like Graymont Village. There are a number of eight-foot-wide trails, the majority are adjacent to the major roadways, but there is one trail that goes through the proposed subdivision and has a connection to the Graymont Village site; those trails all lead up to the City park, which will include a parking lot, shelter area, active play area, multiuse court, and an open lawn area. This is adjacent to the SNA; the DNR did not want a direct trail access but trails that led to the SNA access points. Neighborhood Meeting: Planner Mrosla stated these projects went through the public process. The developers held a joint neighborhood meeting on March 14; we noticed 369 property owners within 500 feet in all of the River Acres neighborhood, 14 residents attended the meeting. Questions asked were about housing prices, access, the SNA, and construction timing, with the majority about traffic regarding NorthPoint. Public Hearing: Notices were sent to the same residents and published in the Pioneer Press on April 13; we received a letter from the DNR, which has been included in the Council packets and was provided to the applicant. At the Planning Commission Meeting on April 25, the Planning Commission reviewed this and held the public hearing. Numerous residents provided public testimony about the proposed development. A summary of those comments and staff responses was also provided in the Council packets. Planning Commissioners asked follow-up questions but voted unanimously (6-to-0) to recommend approval of both projects.

Planner Mrosla stated both applicants are here tonight for any questions; we will do two sets of motions, one for Graymont Village and one for Preserve at Prairie Dunes.

Council Member Khambata asked Planner Mrosla about the lot widths and side-yard setbacks. When we approved Settlers Bluff, there was concern regarding Fire Code with the narrower side-yard setbacks. The developer there was going to use a Hardie Board material or different soffits on the sides of the structures to compensate for the fact that there was 10 feet, instead of 15 feet, between the dwelling units. He wanted to confirm that that's the case here.

Planner Mrosla stated as part of the Building Code review, they would use the same standards that were approved as part of the Settlers Bluff development.

Council Member Khambata asked how the smaller lots impacted the foundation size or the impervious surface allowable on those; as we're decreasing the overall square-

footage of the lot, are we going to get the same size house with less yard or are they curtailing the overall size of the properties in order to kind of balance things out.

Planner Mrosla replied we had that conversation with the developer with respect to the 75-foot lots because ordinance allows for 35% impervious coverage by a structure. We made sure to work with the developer on that, and these lots meet that requirement. They are under the 35% threshold.

Council Member Olsen stated there was a public meeting and several people had questions about the price point of the product; he wanted to know the answer to that question. Planner Mrosla replied the question was more about the Lennar development, so deferred to the applicant to address that.

Paul Tabone, Entitlement Manager with Lennar, 16305 36th Avenue North, Suite 600, Plymouth, Minnesota, stated they're thinking the price point would start in the low-to-mid $400,000 range. Mr. Tabone stated developers and builders are constantly having to adjust to market conditions, and market conditions are a little strange right now. We're trying to use townhome parameters, with homes ranging from 26-to-30 feet wide, 50-to-60 feet deep, with three beds, two baths, and a two-car garage. The intention was instead of having a joint wall, we'd split them a little bit and go with a smaller site, so the prospective buyer has more privacy and would also avoid HOA dues, which are also creeping up. So, we're trying something a little bit different, and it reflects on what's going on with energy, housing, and material prices, everything that's spiraling right now.

Council Member Olsen stated he recalled a comment Mr. Tabone made a while back about density, and the way to attack the challenges around affordability has to do with greater density. It seems like for both of these developments we're seeing a change in the market trend, where we're squeezing more properties into the same amount of land because setbacks are changing. We're going with a little bit smaller footprint on the property itself, but the affordability piece doesn't seem to be coming along with it. He stated the economy is a mess in several different areas, all of which impact Lennar. He's wondering what we can do in partnership with developers to continue to attack that affordability issue, understanding that they're a for-profit business. We're frequently asked if we anticipate any affordable single-family home developments, from a townhome to a duplex, because many people are finding it really tough to get into the market. He asked if the right thing for us is to continue to work towards these smaller-footprint properties, or how to manage the market to the best of our ability to get people who are trying to get into a home in a position where they can actually do it.

Mr. Tabone stated that's a difficult question with a lot of different answers, but he can speak to it a little bit. What we've found is being able to have something that's a little bit denser actually uses land, materials, and resources more efficiently. What they're seeing in the market, especially currently, is that townhome sales are actually increasing a lot; the most recent data he's seen is townhomes are selling for $350,000 and more. As you close in on that price point, it's because we can't get materials as quickly as we'd like, and if we do, there seems to be a premium to them or supply-chain concerns. So, we're dealing with all of those things in a larger-scale economy that's just bigger than the Twin Cities. One thing that we've always appreciated about Cottage

Grove is when we try something a little bit different, the Council has supported us, which is great. This is something a little bit newer for us, we're building them in two other communities. Affordability has a lot of different meanings to a lot of different people. We're trying to develop something that's a bit more market attainable in terms of price point: Your typical two-story, four-or-five bedroom, two-or-three bath home, with a three-car garage, finished basement, maybe 3,500 square feet, are all pushing upwards of $600,000 or more. When you look at that product's price point in the existing market, not new construction, we come down the curve to $400,000; that's still a lot, but it's certainly not what it was years ago when you could get into a smaller home for $250,000 or so. That's kind of where we're seeing things right now. Compared to $650,000, $600,000 or even $580,000, wherever those numbers are, $400,000 is still a lot more attainable, especially for a young family, than some of the larger homes that we're seeing. We're trying to work through it as best as we can, navigating a lot of unknowns right now, and with the housing economy, it's something that we're trying to combat as well.

Council Member Olsen told Mr. Tabone he appreciated his explanation. He asked mainly because he'd like to know what the City can do to work towards affordability for people; we want to have lifecycle housing in the community where from cradle to grave you can live in Cottage Grove if that's what you want. He appreciated his feedback.

Council Member Olsen told Director Burfeind that they'd had conversations with the same people about traffic concerns. He asked: 1) How do we properly direct and oversee the construction traffic for developments such as this to make sure that they're staying where they're supposed to stay when they're there and are not traveling down neighborhood roads. We know these people have essentially lived a rural lifestyle for a long time, so this is a shock to the system. 2) When do we anticipate that we might be able to provide some relief with the reconfiguration of 100th Street so that some of that traffic that currently travels through these roadways and creates some of the congestion you discussed earlier might be alleviated to some degree? He knew that we're working closely with Washington County. He'd appreciate an update for the public on those because it's a huge concern for many people in that area.

Director Burfeind stated with construction traffic for something like this, we rely on the Development Agreements, our permit approvals, and the approvals that go with the Final Plat to really direct traffic; we work with the developers and the builders to be on the roads that they're intended to be on, which would be Ideal Avenue to 105th Street. Once 105th Street is completed, we'd look for traffic to not go down to 110th Street. It's good that they'll be developing from north to south, so there physically won't be a connection off of 110th for all of the homebuilding traffic. This year 105th Street is under construction. If this moves ahead this year, then some of the grading equipment that's delivered to the site only once will likely have to use 110th Street to bring in that equipment; after that, there's no trucking, no hauling, no asphalt trucks coming every day. As 105th Street is completed, we'll be working with the developers to use that. They are public roads with no load restrictions, but certainly we work with them very closely to try to do that. Last week a delivery was going down 110th Street, which they shouldn't have been doing, so we actually put a stop to that the same day.

In terms of the 100th Street realignment, initially that was more than five-or-ten years out in Washington County's plans, so they've reacted quickly to all of this development. The preliminary design was started this year, they allocated funding for that, and they'll have the preliminary design done in December. Both the City and the County are really aggressively going for State and Federal funding; we've submitted numerous grants, as well as a State bonding request and State general fund appropriations that are going to the legislature. Our key is to really get that funding; we're working closely and very well with 3M because they have all the land in that area, and we need the right-of-way. If we can be successful on the funding component, the grants, we'd like to see that built in the next two-to-four years. Once we get the grants, it's hard to put a number on it because sometimes Federal funding is out a little bit further. At this point, it's really funding.

Council Member Dennis stated that we've had numerous opportunities to work with Mr. Tabone and Lennar, and they've been fantastic. He'd spoken with Mr. Tabone after a Planning Commission meeting and told him if there are any unique ideas for what we could do with an opportunity for a new product, let's have that conversation to see where that might go. If we really want to see prices decrease, we're going to have to do something that we haven't done before. Mr. Tabone was part of a housing symposium where he'd shared some insights. Council Member Dennis stated there are four points of cost consideration: Land acquisition, Land improvements, Materials, and Labor. Those are always four things they have to try to balance to come up with something that will work; he just wanted to extend that invitation to Mr. Tabone to have a conversation should he have any new ideas or things that he thought would work here.

Mayor Bailey stated when new developments come in, he always likes to drive the area to check it out; regarding driving to the end of 110th Street, there is a gate that looks like it goes to a gravel parking lot that would be access to the Dunes' SNA. He asked if that area would be available to the public to park a car and go into that area; if not, he asked if we should have that conversation because it looks like people are parking on the street, then getting out and walking into the SNA. He posed that question to staff to see what they knew about that.

Director Burfeind stated he's familiar with the gravel access, the parking lot at the end, but didn't know why that would be gated. With the discussions we're having with the DNR, he can reach out to them and find out why that's gated.

Mayor Bailey stated the neighborhoods there will eventually use this access point to the SNA but believes other people will start driving into that area once they know there's a second access point. The current residents are used to that rural environment, so this might be an opportunity to make sure that we don't have people parking on the street when there's actually a gravel parking lot.

Mayor Bailey asked with these two proposed developments, if the future zoning east of this property will be housing, should those landowners sell.

Planner Mrosla replied that's correct, the properties adjacent to Ideal Avenue are guided low density on the Comprehensive Plan; there would most likely have to be assemblage of those lots as they are smaller.

Mayor Bailey asked if the developer for the Preserve at Prairie Dunes wished to speak. Council Member Dennis welcomed him and asked him to please state his name and address for the record.

Brian Tucker, with Summergate Development, 17305 Cedar Avenue, Lakeville, stated they appreciated consideration of their project tonight, staff's assistance from the beginning, and working through this project with them. There are many moving parts with road access issues and the Comprehensive Plan Amendment, etc. so appreciated their input. He's here to answer any questions; we did the Summers Landing project to the north, which is mostly done now, so it's good timing for them to be looking at another project here.

Council Member Khambata thanked Mr. Tucker for being here tonight and helping to invest in our community. He noted with Summers Landing there were several different builders in that project; he asked Mr. Tucker if those same builders would be involved in this next development or if they were still waiting to see who came to the table. Lennar has an exclusive buildout on their developments, but he knew that Summergate used a couple different builders to provide product variety. He's especially curious with the smaller lot size if they were going to try to do something along the lines of Settlers Bluff, or detached townhome; if so, he wondered who the builder would be.

Mr. Tucker stated their intent would be to work with at least a couple different builders, which is why they tried to provide a couple different types of lots to allow for some flexibility in product; they don't yet have specific builders lined up, but they've had conversations with a number of them. They'd expect at least a couple of builders, if not more, similar to what they had in Summers Landing.

Council Member Olsen told Mr. Tucker that we have been really pleased with the partnership that we've had with you and with Mr. Tabone, and your product is very popular in our community. He's really glad that they want to move forward with this project. He thanked them for the great care that they took with Summers Landing; he anticipates nothing less than that in this new development. People get picky about the housing stock and the way in which the area develops, etc., and both of you have just done a top-notch job. He's really excited about what you can bring to the table in this part of the City as well; he thinks it will tie in very nicely with your current development. He thought the type of product that they've brought forth was desperately needed and obviously very popular; he's eager to see what sort of creativity they can bring to the table with this new development.

Mr. Tucker stated both he and Mr. Tabone appreciate the City's flexibility and being openminded to think forward through these issues; while there are many variables in the cost of housing, the reality is density is one of the equations to help mitigate some of the costs to where it's even approachable from an affordability standpoint. We appreciate your efforts to be forward thinking and openminded in product types.

Motion by Council Member Dennis to Adopt Ordinance No. 1058 approving a zoning amendment to change the zoning of property generally located west of Ideal Avenue, south of the planned 105th Street extension, and north of 110th Street from AG-2,

Agriculture, and R-3, Single Family Residential, to R-4, Low Density Residential, with a PUD, Planned Unit Development; Adopt Resolution 2022-087 approving the preliminary plat for a residential development to be called Graymont Village, which will consist of 207 lots for single-family homes; second by Council Member Khambata. Clerk Anderson called the roll: Council Member Khambata-Aye; Council Member Thiede-Aye; Council Member Olsen-Aye; Council Member Dennis-Aye; Mayor Bailey-Aye. Motion carried: 5-0.

Motion by Council Member Khambata to Adopt Resolution 2022-085 approving an amendment to the 2040 Comprehensive Plan to re-guide 14.91 acres of land from Industrial to Medium Density Residential and authorize staff to submit the amendment to the Metropolitan Council; Adopt Ordinance No. 1057 approving the zoning amendment to rezone the subject property from AG-2, Agriculture, and R-1, Rural Residential, to R-4, Low Density Residential, with a Planned Unit Development, contingent on the Metropolitan Council's approval of the associated Comprehensive Plan amendment; Adopt Resolution 2022-086 approving the preliminary plat for a residential subdivision to be called Preserve at Prairie Dunes that will consist of 154 lots for single-family homes, contingent on the Metropolitan Council's approval of the associated Comprehensive Plan Amendment; second by Council Member Dennis. Clerk Anderson called the roll: Council Member Khambata-Aye; Council Member Thiede-Aye; Council Member Olsen-Aye; Council Member Dennis-Aye; Mayor Bailey-Aye. Motion carried: 5-0.

12. COUNCIL COMMENTS AND REQUESTS

Council Member Khambata announced he became a new dad this week. He's also looking forward to bringing his family to Strawberry Fest after a two-year hiatus; it will be a great opportunity for people to get together and really enjoy summer. He told Council Member Thiede that he will definitely see him there.

Council Member Khambata asked that City staff put together a proposal to correct the permit application requirements to reflect our updated food truck ordinance.

Mayor Bailey asked Mayor Pro Tem Dennis to ask Administrator Levitt if we needed to make a motion on that. Administrator Levitt replied that based upon the way the action was taken tonight related to the Consent Calendar, you essentially indicated that all of the food trucks associated with the One Family Hmong Festival had their fees waived; you also indicated that when the Strawberry Fest food units make their application for their license, that you desire to waive their fee. So, as those licenses for the Strawberry Fest come before you at the next Council Meeting, those would be indicated on the action form that those fees would be waived as they're identified specifically with that Special Event. We will take care of that in a future Council action.

Council Member Dennis stated he felt we should make a motion so Council Member Khambata and his wife can get some sleep as they've been putting in some long hours with the new baby.

Council Member Dennis stated it was a pleasure to work recently with Mayor Bailey on the Economic Development presentation that was done on Facebook Live, with the assistance from SWCTC and our staff team. It was a great opportunity for people to learn about economic development and things that are going on in the community; that is currently playing on SWCTC and it's also available on the City's YouTube channel. If you're interested, please tune in and watch.

Council Member Dennis stated that perhaps of all the things he does as a Council Member, one of the things that he's most proud of is the work that we do on the Memorial Day ceremony. We are getting very close to that time, as on May 30 we'll be here at City Hall at 1:00 p.m., putting on a very dignified and respectful ceremony to remember those who made the ultimate sacrifice on behalf of our country, our people, and our freedoms, which is one of the things that makes America truly great. He identified those who will be present and involved:

- Beyond the Yellow Ribbon team members, to include the presentation of colors.
- Minnesota Combat Riders Motorcycle Club, who will put out flags along the roadway, which will make it look nice.
- Mr. Storm and the Park High School quintet, who will provide musical accompaniment for a number of songs.
- Megan Paulus, a fantastic singer who will do acapella performances on some songs for us.
- All local and State-elected officials have been invited, including State Representative Angie Craig of District #2, so hope they will attend.
- Trista MatasCastillo will be our main speaker; she's the Chair of the Ramsey County Board of Commissioners, has an incredible biography and list of accomplishments.
- Mark Wiggins, Cottage Grove Police Chaplain, will say a community prayer.

First and foremost, we're here to pay our respects; second, we'll have a theme and Ms. MatasCastillo will speak of some of the challenges and realities that face female military members and veterans. That's something we've not touched on before, but as females comprise about 22% of the Armed Services, it's about time they had some recognition.

We're trying to get an extra special guest, but because it's not yet been confirmed, he can't identify the person. Should it occur, it would be a big thing for Cottage Grove.

That's what's planned, and we always get much help from our City staff and other volunteers. Council Member Olsen is also deeply involved with Beyond the Yellow Ribbon so we're going to bring this all together and have a just a great time of paying our respects in a very dignified process.

Council Member Thiede stated it's five weeks until Strawberry Fest.

Council Member Olsen congratulated Council Member Khambata and his wife, Crystal, on the addition to their family. He's very happy for them and their other two children. He noted if they have two more, they'll have a basketball team.

Council Member Olsen expressed his family's condolences to Council Member Thiede's family, as Council Member Thiede's wife, Cindy, lost her father; it's one of the reasons Council Member Thiede is here remotely tonight. We're thinking of your family and Cindy's family during this very difficult time.

Council Member Olsen thanked Council Member Dennis for all of his hard work in coordinating and organizing the upcoming Memorial Day celebration in partnership with our Beyond the Yellow Ribbon team. He stated Council Member Dennis works on this all year long, especially with the invitations and in coordinating groups, who are in very high demand for ceremonies all on the same day. Our ceremony is always very well attended, and it's a really outstanding opportunity to pay our respects to the fallen. He's very grateful for Council Member Dennis' involvement as he does an excellent job of getting this event organized. Please join us at City Hall on May 30, at 1:00 p.m.

Council Member Olsen stated this week happens to be Public Works Week, Police Week, and EMS Week. The fact that we are celebrating our Public Safety team and our Public Works team this week definitely bears mentioning. We have an unbelievably good team here in the City of Cottage Grove. Today he spent a little time with the Public Works staff to thank them for their contribution; he asked the public to say thank you to the Public Works member who's sweeping their street or those mowing grass in the parks, our police officers, firefighters, and EMS personnel. There's such a high level of dedication every day from these people, and the City Council takes a tremendous amount of pride in the delivery of service that our residents receive at a very reasonable cost. The people who work in those departments truly care, and their supervisors take really good care of them, so it's a positive work environment. People often start working here when they're young, and then they retire 40 years down the line because they like it here so much. He thanked them again and asked the public not to be shy about thanking our staff and telling them how much they appreciate what they're doing. They're the ones that make this community the wonderful place that it is.

Council Member Olsen stated we're going to celebrate our community on June 11, at the St. Paul Saints game at CHS field in St. Paul. Everybody watching this meeting is invited; it's not free, you have to buy a ticket. Tickets are available for that game, which is sponsored by Discover Cottage Grove, our Convention and Visitors Bureau (CVB). He is the Vice Chair of the CVB, and Council Member Dennis is the Chair; this is an event that's intended to celebrate all things Cottage Grove and really give the residents of Cottage Grove an opportunity to interact with many different people who make a big difference here in our community, including Lions Club members, Beyond the Yellow Ribbon Club members, City staff, the City Council, and many more. Two ways to get tickets: Five-packet ticket giveaway online at discovercottagegrove.com, deadline for the giveaway is May 31, or on the St. Paul Saints website. If you go to the discovercottagegrove.com website or our Facebook page, it will link you through to buy tickets with $2 for every ticket coming back to the community as a donation to our Cottage Grove Lions Club. As a Lions Club member, we take all those funds that we receive from all fundraising events, and we turn around and support the community.

We had a Lions Club meeting last night and approved over $8,000 in donations to various groups in the community; that is something that we really love to do, to serve, to help, and support. So, we'd love to see you at the ballgame and have some fun with us.

Mayor Bailey also extended condolences to Council Member Thiede and his wife, Cindy, on the loss of her dad.

Mayor Bailey congratulated Council Member Khambata and his wife on their new addition to the family.

Mayor Bailey stated that we received confirmation that we are going to be getting a total of $25,000 for the Fourth of July fireworks this year. We had $5,000 commitments from Renewal by Andersen, 3M Corporation, Tennis Sanitation, Hy-Vee, and NorthPoint. With inflation this year, for a decent show we figured we'd need to increase the amount, so our local business community came through in a big way. He thanked all of them for their continued support of both the Fourth of July fireworks and other events in our community.

Mayor Bailey stated to piggyback on Strawberry Fest, we were made aware that the Cottage Grove Strawberry Festival float was literally falling apart. So, the City purchased a new trailer, and then we obviously had to build a new float. The Strawberry Fest Committee was looking for donations, so Mayor Bailey stated that he'd check around to see what he could do. Once again, 3M and Renewal by Andersen stepped to the plate and provided almost $10,000 worth of financing to build out the float. Yesterday he saw some photos, and the float is absolutely amazing; they're still putting all the finishing touches on it, but you'll see the new float in the Strawberry Festival parade in June. He thanked 3M and Renewal by Andersen once again for stepping up to help us. That float will represent Cottage Grove all over the upper Midwest with our Ambassadors program.

Mayor Bailey stated that Council Member Dennis previously mentioned the Facebook Live event that we held; he appreciated all of the work that our staff, Council Member Dennis, and the cable commission did, as all of us really put a lot of effort into getting information out to the public. We gathered information from the public about what they want in Cottage Grove, and we want them to better understand how development works, how we go about attracting businesses, and why some take so long to get here or don't come here. We got some great comments and feedback from the public.

Mayor Bailey stated with that information, he wanted to acknowledge that this coming week, Sunday through Tuesday, Council Member Dennis, our staff, and hopefully himself, if he'd improved from COVID, would be going out to the ICSC convention in Las Vegas as representatives of the City of Cottage Grove. We'll bring our big booth out there to represent the City of Cottage Grove to all of the businesses, retailers, and developers in the United States. There are some meetings already set up, which is exciting, so we hope to really convince people about making Cottage Grove their home. We hope to attract some new, unique businesses to join us here.

13. WORKSHOPS - OPEN TO PUBLIC - None.

14. WORKSHOPS – CLOSED TO PUBLIC

15. ADJOURNMENT

Motion by Council Member Olsen, second by Council Member Khambata, to adjourn the meeting at 9:12 p.m. Clerk Anderson called the roll: Council Member Khambata-Aye; Council Member Thiede-Aye; Council Member Olsen-Aye; Council Member Dennis-Aye; Mayor Bailey-Aye. Motion carried: 5-0.

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

City Council Action Request

7C

Meeting Date	6/1/2022
Department	Community Development
Agenda Category	Consent Agenda
Title	Planning Commission Minutes
Staff Recommendation	Accept and place on file the minutes from the April 25, 2022, Planning Commission meeting.
Budget Implication	N/A
Attachments	Planning Commission Minutes.tif 124.87MB

City of Cottage Grove
Planning Commission
April 25, 2022

A meeting of the Planning Commission was held at Cottage Grove City Hall, 12800 Ravine Parkway South, Cottage Grove, Minnesota, on Monday, April 25, 2022, in the Council Chamber and telecast on Local Government Cable Channel 16.

Call to Order

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

Roll Call

Members Present: Ken Brittain, Jessica Fisher, Evan Frazier, Eric Knable, Emily Stephens, Jerret Wright

Members Absent: Derek Rasmussen (Excused)

Staff Present: Christine Costello, Community Development Director; Mike Mrosla, Senior Planner; Emily Schmitz, Senior Planner; Ryan Burfeind, Public Works Director/ City Engineer; Joe Fox, Project Engineer; Dave Thiede, City Council Liaison; Jane Kansier, Bolton & Menk, Planning Consultant.

Approval of Agenda

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

Open Forum

Frazier opened the open forum and asked if anyone wished to address the Planning Commission on any non-agenda item.

Eleanor Clancy, 8063 113th Street, stated Mayor Bailey had said that a wall will be put up at Ideal Avenue and 105th Street to block out noise. She believes all those who live out there should have been able to vote on that because there are at least 130 families in that area. She asked what noise is anticipated, noting that she thought this was supposed to be mostly warehousing with no or very-light manufacturing. She then stated they are tearing out a lot of trees, noting that the pine trees on 100th Street, which are possibly spruce, could be transplanted and put to better use than just ripping them out of there and chopping them up. Frazier stated that staff had been taking notes and will contact her with a response to her questions.

No one else spoke. Frazier closed the open forum.

Chair's Explanation of the Public Hearing Process

Frazier explained the purpose of the Planning Commission, which serves in an advisory capacity to the City Council, and that the City Council makes all final decisions. In addition, he explained the

process of conducting a public hearing and requested that any person wishing to speak should go to the microphone and state their full name and address for the public record. Frazier stated that those wishing to speak would have a time limit of three minutes.

Public Hearings and Applications

6.1 Leafline Labs Addition – Cases SP2022-036 & CUP2022-037

ISG, on behalf of Leafline Labs, has applied for a conditional use permit and site plan review for an expansion to their facility located at 8235 97th Street South. The expansion would be a total of 137,440 square feet proposed over two phases and would include expanded growing facility space at their current location.

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

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

Fisher stated that odor mitigation was mentioned in the report and asked if there had been an issue with that from this particular site and if it could become more of an issue with this expansion. Costello replied that initially the city wanted a baseline number. She explained that Leafline Labs frequently checks their odor levels with the system contained within their building and sends that information to the city biannually, so if there is a spike in that number, that is a red flag for staff. It is important to note that the city has never received a complaint about the odor from that site.

Brittain made a motion to approve the site plan review and conditional use permit, subject to the stipulations in the staff report. Knable seconded. Motion passed unanimously (6-to-0 vote).

6.2 Hemingway Industrial – Cases SP2022-039 & PP2022-040

Enclave Development has applied for site plan review of a proposed warehouse and distribution facility located at 97th Street and Hemingway Avenue. The proposed development will consist of two buildings with a combined total square footage of 240,000. They have also applied for a preliminary plat to be called Hemingway Industrial, which will create one industrial lot.

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

Frazier asked if there was any discussion between staff and the applicant about fencing to provide more screening and to also ensure people were not wandering onto the site from the residential area. Mrosla replied that potential additional fencing along the west property line was discussed with the applicant; at that time, the applicant thought that the vegetation on the site, with the additional proposed landscaping, would be appropriate to address the screening so perimeter fencing would not be needed.

Knable asked how far back from the tree line the truck parking would be. Kansier replied from the site plan shows 100 feet, but 125 feet is required, adding that she does not know the precise distance from the existing tree line.

Fisher asked if the city knew what company was going into this building and what types of products would be distributed from there. Kansier replied that no specific users have been proposed to staff at this point, but the uses are warehousing and office.

Brian Bochman, Enclave Development, said that they do not have any specific users yet, as it is early in the process; they just want to get the project started and then work on that. He appreciated the commission's time and said they are looking forward to being part of the Cottage Grove community.

Frazier opened the public hearing.

Troy Larson, 7699 110th Street South, expressed concern about more traffic problems with all of this development. He asked what the plan was to accommodate all of the truck traffic and these vehicles, which is a concern to all of us who live there. As Ms. Clancy said earlier, we were assured and promised that the new development was going to be quiet buildings and a quiet setting and now there is concern about noise. These plans are great, but if you cannot accommodate the roadway and the structures are not there, it is square peg, round hole. He asked how people will get in and out and what measures will make this better. There was a meeting held a couple weeks ago about the 100th Street development, which is not going to start for five years, so we are kind of putting the cart before the horse. It is either commercial or residential, and he does not see how it is going to accommodate everybody.

Scott Tobin, 7751 110th Street South, said with all of this development, no one seems to have a plan for what is going in the NorthPoint development and the building on Highway 61 is sitting vacant. He asked if that was a concern to the City and shouldn't the city know what is going into the community, without just building all of these facilities at will? They want to invest, but do you consider what they are going to do with this property or what businesses are going in. He has not seen any information for any of these proposals yet.

Dean Cranston, 7645 110th Street South, asked if there was going to be a Planning meeting for moving businesses into these buildings.

No one else spoke. Frazier closed the public hearing.

Frazier stated staff would address the concerns that were raised: Burfeind stated that traffic has been looked at with all of these projects and with the City's AUAR. Things are happening in the immediate area of 100th Street and Ideal Avenue, with improvements to those roads to handle the additional traffic. Right now, Jamaica Avenue is the main way in and out, especially for the truck traffic. That was looked at in great detail, and it is worse during shift change. NorthPoint has talked about doing different shift-change schedules because they know residents don't want everyone leaving the Business Park at the same time. There will be more traffic with development, but as it is at an interchange with a U.S. Highway, we have to look at the peak hour, which shows it still works. Delays will increase, but the emphasis for the future is the 100th Street extension. While it is still a few years out, the County has funded the preliminary design and both the City and County are actively working to get grant funding. It will continue to work, and

we're going to work with the businesses on scheduling and how traffic can continue to be mitigated. The signal at 95th Street and Jamaica Avenue is very low on capacity right now; in the future, we will also be looking at a signal at Jamaica and 100th. There's a lot of planning, things will be changing, and the city will continue to watch that.

Mrosla stated that many of these projects are speculative office warehouses, which means that they're looking for tenants. He noted that Capp Industries, on West Point Douglas Road, has tenants moving in shortly and staff is reviewing those applications. He then explained that whether or not a future tenant in those buildings would need to have a public hearing depends on what the businesses are. The zoning ordinance has a long list of what uses are permitted. If the use requires a conditional use permit, it will have to go through this same planning process. As long as the use meets requirements, it would not have to go through this process. The City also makes sure that there will be no undue consequences for projects located adjacent to residential properties. Mrosla noted that this is taking place not just in Cottage Grove, but all over the metropolitan area as there is a large demand for distribution centers. Much of this has to do with the supply-chain issues we're experiencing right now; many vendors want to store more product from overseas on site and distribute to their regional customers, such as Amazon opening distribution centers in many places to be closer to their customers.

Stephens stated with semis backing in, she thought for the homeowners on the west property line the fence should be reconsidered; the vegetation might provide nice screening, but would not keep children off the property.

Frazier stated regarding comments that were made, and to mirror Mrosla's comments, as a Planning Commission we deal with land use only; we don't necessarily deal with what goes on inside the building. There are certain uses that are permitted and not permitted; for the most part, if a use meets the zoning criteria, as long as the building plan meets the zoning codes, we don't have any control over what happens inside the building. This is Enclave's property; they get to do with it what they want as long as it meets the code that is set by the City. If they want to construct a building and try to find a tenant, they are more than welcome to do so. We can't change the rules after they bought the property. Based on the application before us and the recommendations from staff that they have met all the zoning codes, he doesn't see any reason for the Planning Commission to be able to deny this application.

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

Frazier asked staff to make sure when this goes to the City Council that is the discussion about fencing is included and whether that is something that should be looked at again.

6.3 Ravine Crossing – Cases ZA2022-034 & PP2022-035

D.R. Horton has applied for a zoning amendment to rezone the property located on the northwest corner of Keats Avenue (CR19) and 90th Street from AG-1, Agricultural Preservation, to R-4, Low Density Residential; and a preliminary plat to be called Ravine Crossing that will create 80 detached single-family homes and 4 outlots.

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

Mike Suel, D.R. Horton, stated they are happy to be back in Cottage Grove with another development, as this city is attractive to a lot of buyers. Their development team is here to answer any questions.

Frazier opened the public hearing.

Paul Gregory, 8590 Keats Avenue South, stated that his property is one lot north of this proposed plat. He had questions regarding utilities, traffic, and infringement on his lot. Currently, the Jorgensen drainage sewer does an open dump on his land; it then goes down through a ravine, under Keats Avenue, and into the park. He asked if this development is going to put more water through that open dump on his land. He also inquired about the plan for gas, electric, cable, and phone and if those lines would run under his driveway. He wants lots of notice if somebody is going to dig that up because he has no other way to get out; he would have to park on Jorgensen and walk through the woods. He wants to know if there are any upgrades to utilities and sidewalk along Keats, between 90th and 85th, for which he would be assessed. He doesn't want a cost to him for no benefit for this upgrade. Gregory also asked for more information about the traffic plan, such as if 90th and Keats would be a four-way stop, roundabout, or semaphore. If there is a roundabout, how would the bike trails route through it. He noted that Keats, north and south of 90th Street, does not have a lot of room for a sidewalk or a bike path due to steep drop offs. He asked what the plan was for Keats; particularly, 90th Street and Keats Avenue. What kind of notification and indemnification does he get if somebody rips up his driveway? He realizes all of his questions will not be answered right now, but he wanted them on the record because presumably the plat will be approved.

Kelle Zitzow, 8750 Keats Avenue South, stated she has the same questions about the utilities, as her property is currently on well and septic. She wonders about their driveway being ripped up and has traffic concerns about Keats because traffic is horrible in that section already. She understands that the traffic will be coming out on 90th Street, but there will be more traffic in that area. She wants some follow up on the same questions Mr. Gregory had, just to know the impacts on their property. The dead-end road goes right into her back yard so she is concerned with what that will look like and how that end will be set up. She also wonders about the elevation of the pond in conjunction with her property.

Richard Vorwerk, 8731 Jorgensen Avenue South, stated his is the second house to the east of where Joliet Avenue stubs into this property. He was at the D.R. Horton neighborhood meeting. Currently, there are some signs at that stub road, and he asked if that would stay until the blacktop is in. He expressed concern that as soon as that is taken down, vehicles are going to use that road even if it is dirt. He hopes that could be done, as staff had said. His other question is about drainage along there that is supposed to come to the south and head east to the water retention area and he wants to make sure that it flows that way. Right now, the backs of our properties butt up to the farmland; the other day, with the hard rain, there was a pool back there. He just wants to make sure that it flows that way. His main concern is leaving those barriers up where the stub road comes in; if someone comes into that property, you are lost, because it's a one way in and a one way out. He noted that there will be a straight stretch, and it will be a racetrack through there and there are lot of little kids who play out there. The new development will have sidewalks, but theirs does not, and he would hate to see somebody get hurt. Frazier

asked Vorwerk if the signage he references is similar to barrier signage on the City Hall property that reads “Future Road Extension.” Vorwerk replied there were two signs. He and his wife have lived there for 26 years; when they built their house, they were told within three-to-five years there would be houses behind them, but it has been 26 years. Vorwerk stated his other concern with leaving those barricades in is he wants to make sure that concrete and other truck traffic will come in off of 90th Street; last summer we just got our new roads put in after 26 years, and he’d really hate to see them get damaged.

David Olson, 8627 Jorgensen Avenue South, stated he is in the same development and has the same concerns as his neighbors. He expressed concern about drainage. He commented about the meeting that he and Mr. Vorwerk attended and is glad that the City requires those meetings. Deb with D.R. Horton did a nice job of answering our questions and made us feel comfortable that your firm will be a good neighbor while construction takes place. Schmitz and another staff person also answered our questions. If you wonder if these neighborhood meetings are worthwhile, he would say they are not only worthwhile, but also essential, as it allowed them to get ready to offer comments here tonight. The application says very specifically that there will be no construction traffic on Joliet Avenue, and he stated that residents would coming up here to raise issues if that happens. He stated it looks like a really nice development and hopes we are able to solve these minor problems. It would be good to have some neighbors up there.

No one else spoke. Frazier closed the public hearing.

Frazier asked staff to answer some of the questions that were raised.

Burfeind stated there is a ravine through the property with a storm sewer pipe that comes out from the Jorgensen Avenue neighborhood. There is an easement through that ravine to allow for that drainage, but this project does not have that; all of this water is routed to the south. The pond in the northeast corner actually sits down quite a bit lower than the adjacent grade, and it would drain to the south if it got high enough during big rain events. Regarding the back yard storm sewer that was adjacent to the existing homes, that actually sits lower, the new development’s back yards sit a little bit lower, and then there is a storm sewer in the plans and that will route it all to that storm pond in the northeast corner. That was discussed at the neighborhood meeting. Burfeind stated that the barricade will be kept up until the streets are paved; once they are paved, they will be opened to allow plowing in the winter, and we want connectivity. Burfeind explained that Keats Avenue South is a County Road. The City had the County add 90th and Keats to the intersection analysis they do annually to track streets to determine if they meet certain warrants to have a roundabout or traffic signal. MnDOT won’t let the County put in those improvements until an intersection meets those warrants. Currently this intersection is a bit lower on the list; they typically want an all-way stop, like the one at 80th Street. They are not typical on a County Road, so we really want a signal or a roundabout when we make the next improvement. At 80th and Keats, the County is looking at a roundabout there, and also at 90th and Keats, which is in their five-year CIP. Improvements are planned along that corridor, but they are also doing a planning study for the whole corridor of Keats Avenue in the coming years as there’s more development. Burfeind then explained regarding the addition of private utilities, which would be in the County right-of-way, that driveways would not be ripped up as the utility installation is done by directional drilling under driveways. If there is something unusual, they would give notice, which is part of the County permit. Burfeind stated that the dead-end road stub is meant for future planning. There is no indication currently that anyone in that area is

planning to develop, but we know that along that area, even if it is 50 years from now, they will not be able to have direct public street access. The County wants it to go through those existing properties, so even if it is never used, it is just a good planning practice. They will stop short of the property, and there will be reflective barricades put up for safety. There will not be any work on the adjacent property at all.

Frazier stated Gregory had brought up assessments for sidewalks along Keats, but since that is a County Road that should be in the County plan. Burfeind confirmed that and stated the County does not do assessments; their funding mechanisms are different from the City, so that typically would not be part of a project like this. He stated all infrastructure in this development will be paid for by the developer.

Brittain asked Burfeind to speak about the turn lanes on 90th Street, and if there were any changes for this new development. Burfeind stated that currently there is not a lot of traffic on 90th Street, but it will grow with this new development. They are anticipating a left-turn lane into the development, but not a right-turn lane. We know this area will change a little bit when Ravine Parkway comes through, so we do not want to do something too prematurely, as it wouldn't be needed. We are looking at and working with the applicant on the 40 MPH speed limit.

Costello stated there is a road on the west side as you come into the development at Joliet off 90th Street if that would ever develop. Burfeind stated if the property owners of that property were ever to sell for development, that road would provide connectivity between the two developments. Connectivity between developments benefits area residents, school buses, plow trucks, and delivery vehicles allowing them to get from neighborhood to neighborhood. Councilmember Thiede asked if that would be the only access onto 90th Street from this development and any future neighborhood to the west. Burfeind replied there actually would be one more planned connection on 90th Street in the future if additional properties develop.

Fisher made a motion to approve the preliminary plat amendment, subject to the stipulations in the staff report. Wright seconded. Motion passed unanimously (6-to-0 vote).

6.4 Preserve at Prairie Dunes – Cases ZA2022-027, PP2022-028, & CP2022-031

Summergate Development has applied for a Comprehensive Plan Amendment to redesignate the future land use of property generally located south and west of the proposed Cottage Grove Logistics Park development and east of the Scientific Natural Area from Industrial to Medium Density Residential; and a zoning amendment to change the zoning from AG-2, Agricultural, to R-4, Low Density Residential, with a PUD, Planned Unit Development. Summergate also applied for a preliminary plat to be called the Preserve at Prairie Dunes that will create 161 single-family residential lots and 9 outlots.

Mrosla summarized the staff report, noted the minor Comprehensive Plan Amendment needs to be reviewed and approved by the Metropolitan Council, and recommended approval subject to the conditions stipulated in the staff report.

Brittain asked on the trail plan if there was any thought about extending the recreation trail all the way to the proposed park along the west side of the properties; it would seem that you would not have to go anywhere near a road to get from the SNA to the park. Mrosla replied that they

had that conversation with the applicant, so he'd let the applicant address why they decided not to do that.

Knable asked if the DNR had been contacted about houses backing up to the SNA. Mrosla replied that they had a preliminary meeting with the DNR, and at that time, the DNR did not want any direct connections to the SNA and wanted to see as many trees preserved along the property line as possible. The plans have been provided to the DNR, and the city has not received any additional comments. The applicant is preserving a significant number of trees adjacent to the SNA, as requested by the DNR, and on the trail corridor to act as a buffer.

Stephens asked about ensuring all those trees being preserved on the west side stay alive. Mrosla responded that that they are in our easement and not located on an individual property owner's land. The majority of the ones adjacent to the SNA would be on City property and dedicated as part of the final plat process.

Frazier opened the public hearing.

Brian Tucker, Summergate Development, stated they are a residential land developer and have developed the Summers Landing and also Parkview Pointe projects in Cottage Grove. Their civil engineer for this project is Christian Froemke, with Westwood, who can address any detailed questions related to infrastructure. They have done several iterations of their design; what is proposed this evening is a result of coordination with City staff over the proposed road improvements to provide access to this site and others in the area. They appreciate their leadership and help in navigating that process. The housing product will be similar to the Summers Landing project, with some villa-type homes on the north end and more traditional single-family homes to the south. He stated that they have read through the recommended conditions of approval, understand them, and have no issues with them. Regarding the trail extension along the northern lots, they looked at that from a stormwater design standpoint, and found they needed to identify some areas in rear yards for infiltration. They had to provide a facility like that along the back of these lots, and it took up a lot of the space where they otherwise might have placed a trail. Otherwise, the north side gets a little constricted just because there is a powerline easement along the east side, which kind of forces everything to the west from a layout standpoint. That was evaluated, but it was just going to be a little bit too tight to fit through there. With the trees along the west property line, typically trail construction is fairly low impact and does not impact roots like other types of construction, so they are pretty confident that those will not be hindered. Of course, they are required to put up silt fence to make sure the trees are not get impacted during grading. Frazier stated that some of the homes proposed have 50-foot-wide lots. When we previously had 50-foot lots come before us, the Commission was not excited about how small they are, but have been told there is a market for them from a sales point of view. He asked if that is what they were also finding. Tucker replied yes, and they expect a builder for this area might utilize a very similar product to what is being built in Settlers Bluff.

Jean Koecher, 7521 110th Street South, stated her property is at the bottom of the point, right across the street from the development. She had asked if there would be no access in that point that comes down to 110th Street and was told not as part of this application. She stated that she had heard the roads would start being constructed in 2022 and the houses in 2023, which was confirmed for her.

Troy Larson, 7699 110th Street South, stated he also lives near the southern point. He noted that the SNA is preserved land, and with this proposal it is being encroached on with a lot of property, homes, and people. He asked if that was being addressed; does the DNR have a period of time to respond, and if they do not respond, then it goes forward. Secondly, it was his understanding that that was Marathon Oil land, and there has been contamination, as well as the farmland. He wondered if anybody had addressed the nitrates and the contamination because they have all been dealing with that for years and are now forced to use City water; with that being said, is that no longer a concern? Were soil samples taken? They are going to build homes, and he is concerned. Marathon Oil land is now the DNR land, and there were barrels found and oil was dumped in that area; he is just curious if those issues have been addressed. Regarding the wildlife, they are out of sorts and going crazy out there. The deer are herded up, 20 to 30 deer are running into fences; all of this construction is absolutely changing the landscape for the wildlife. There will be another meeting for Mississippi Dunes, which will also encroach upon the wildlife. We live there, so we see it and we deal with it.

Dean Cranston, 7645 110th Street South, stated he also lives near that point. He asked if there was going to be a lot of construction traffic on 110th Street.

David Olson, 8627 Jorgensen Avenue South, stated that this SNA, to the west of the development, is really important to us, and we still own that. So, we are really counting on you to do your part to help keep that as pristine as possible. We had to take Marathon Oil to court to get it, we had to clean it up, and several of us volunteer to go down there and pull seeds and things like that to help preserve this very special place. The Dunes Landing was mentioned; we do not get to keep Dunes Landing, except for right along the riverfront. So, his message to them as a citizen of Cottage Grove and representative of Cottage Grove, is this is our SNA, and we want it protected. We want those trees to live, we need that buffer, so we are counting on you.

Scott Meyer, 7641 113th Street South, stated it is a continuing theme, but with this development and the next agenda item tonight, another development, it conservatively will bring 1,000 vehicles a day, coming through either Hadley Avenue or Jamaica Avenue. Again, Jamaica has not been addressed, and we cannot ignore it.

Lyle Bergman, 9908 Hamlet Court South, stated he lives in the Pine Glen Villas HOA, which they border just north of 100th Street. He asked what the future land use will be for where 100th Street currently is; he knows that it is slated to get torn up, but he asked if that would remain as green space or if it would be developed at some future point. Just to add to everybody else's comments, with all of the development that is currently proposed, it is starting to feel a little overwhelming with the sheer magnitude of it. If he could have any input at all on the use of Outlots A, B, and C up there, it would be to preserve some part of it to keep as green space, maybe additional park space. In his particular association, there are a lot of kids, but there is not a lot of space for them. The nearest park is still a little bit far away for them, and with the proposed park, they would still have to cross two major roads to get to it. He felt Outlot A would be a perfect spot to preserve as green space, not just for his particular neighborhood, but also for the Settlers Bluff development that is currently being constructed and even the Mississippi Dunes development. It would be a good central location for all of them.

No one else spoke. Frazier closed the public hearing.

Frazier asked staff to address questions and concerns expressed during the public hearing:

Burfeind addressed the questions on construction, traffic, and contamination. Regarding groundwater contamination, this property will be on City water so there is no concern with what is in the groundwater; there are definitely PFAS in this area, as everyone is well aware, but the City has treatment plants in place to remove PFAS from our wells. The construction itself also won't be getting down deep enough to be in groundwater to have any impact with it from the construction activity. Regarding construction traffic for this development, once 105th Street is complete, that will be the main way in and out; in the interim, they are working with the land-owner to the north to have an access road across the undeveloped property, next to NorthPoint, to go out to 100th Street. Larson stated that he was speaking of soil contamination, not water contamination. Burfeind stated that there have never been concerns raised with this specific property in terms of the soil. Frazier asked Larson to please not yell out from the crowd. Burfeind stated regarding the actual traffic in the area, it was previously stated that there are both industrial and housing there, and it should all be the same. Actually, when you have the same use for everything, that is the worst thing you can have for traffic because it is all competing at the same time. Right now, the Jamaica intersections on the south side have little residential traffic; it is the shift change, before 7:00 a.m. and around 3:00 p.m., is when the traffic can back up. For residential use, leaving town to go to work or somewhere else in town, it is usually 7:30 to 8:30 a.m. and 5:00 p.m. hour, so it is really not competing traffic; they are coming into the Business Park and residential traffic is leaving. It is a noncompeting traffic flow, which is actually better. Regarding the soil contamination, there was an environmental study done with the AUAR, and there has not been a concern raised. Certainly, it is next door, which is why the State owns that; if that were the case here, he is sure the SNA would be larger. This is really agricultural land from that time, very sandy, good soil.

Mrosla stated regarding the Comprehensive Plan and future land use of the future development parcels, they are all currently guided for medium density. The outlots currently planned for this northwestern parcel are not being developed at this time but are currently guided medium density and industrial. However, we see more of a medium density use on those parcels long term, but it all depends on who buys those parcels. The property owner is going to be reaching out to different users, so it could be townhouses or multifamily; it all has to fit within the density that is required, 5-to-13 units per acre. He cannot tell anyone today what it is going to be in the future, but it is guided for residential use. There is a portion that is currently guided industrial, but most industrial uses do not like non-rectangular pieces; in the future, it could be re-guided as the roadway alignment comes through. In the event an application comes forward, there will be a neighborhood meeting, Planning Commission, and City Council approval. One of those outlots could also be used for future stormwater ponding; it all depends on the proposed uses on those parcels. At this time, our 2040 Land Use Plan has it all guided as medium density.

Frazier asked if the Outlots on the property, currently used as green space, would be used for stormwater ponding basins. Mrosla responded yes, noting there was discussion that if a user comes in, those sites are uniquely shaped, and there could be an opportunity to use one of the outlots entirely for stormwater ponding and also for the roadway realignment. However, that due diligence has not yet been completed. In the event development occurs, it will go through the entire process, and a neighborhood meeting will take place to ensure that everyone is informed about the proposed development or land use.

Frazier asked about the DNR and their right to provide information or provide a request to the City about the application. Mrosla stated the City and the applicant both worked closely with the DNR on this application, as it is adjacent to their property; the applicant addressed many of their

mitigation concerns by retaining the tree line along the property and along the trail. They have the same 10-day protocol as most adjacent cities; however, we notified them sooner. The application was received in March, and we provided it to the DNR on March 13; we have not yet received comment from them. Generally, if they have comments, they will provide them within that period. The DNR will also be notified when this goes to the City Council.

Mrosla stated regarding concerns about environmental contamination, the city is aware of what is happened in the vicinity. A Phase I Environmental Study was done and had additional soil borings above and beyond what is typical because we are aware of the surrounding conditions. The Phase I Study identified the adjacent property as having had previous issues, but none were identified on this site; otherwise, we also would not want to proceed.

Mrosla stated that he read the history of the SNA and how much work had gone into preserving it; the city sees it as an asset, so we want to maintain the tree buffer that provides value to the lots. There are certainly restrictions on stormwater runoff so it won't impact adjacent property; we want to keep it as pristine as we can because it is a community asset.

Brittain made a motion to approve the comprehensive plan amendment, zoning amendment, and preliminary plat, subject to the conditions stipulated in the staff report, along with the revised conditions recommended by staff. Stephens seconded. Motion passed unanimously (6-to-0 vote).

6.5 Graymont Village – Cases ZA2022-032 & PP2022-033

US Home, LLC (Lennar) has applied for a zoning amendment to rezone property located west of Ideal Avenue and south of the planned 105th Street extension from AG-2, Agricultural, to R-4, Low Density Residential, with a PUD, Planned Unit Development; and a preliminary plat to be called Graymont Village that will consist of 207 lots for single-family homes and 6 outlots.

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

Frazier stated on the previous application, Preserve at Prairie Dunes, there was also a PUD on that property; the tradeoff was that we were getting quite an extensive trail system that was going to connect from the SNA area and go all the way up to what is going to be a City park. He asked what the PUD was offering the City as part of this application. Mrosla replied the applicant is proposing to do increased landscaping along the northern property, adjacent to the NorthPoint development. Also, for this trail connection, there is a lot of landscaping proposed as part of this project, as a return for the flexibility for the denser product on the north side. Frazier confirmed with Mrosla that the proposed landscaping is above the required landscaping that staff noted was probably too much for some of these smaller lots. Mrosla also noted there are some berms in this general area, which will assist in screening.

Fisher wanted to know from the builder why the lots were getting smaller and what demand they are actually seeing for those. She also asked what the price point would be.

Stephens asked to have PUD flexibility explained. Mrosla responded that a Planned Unit Development is a tool used by City planners. In return for providing flexibility, the City receives

something from the developer. Some developers have a hard time meeting some codes, which were done decades before, and current building practices no longer build to those standards. A PUD allows for some flexibility there, and it is more of a give and take. A PUD is a very useful tool to provide flexibility without a variance. Stephens clarified that a PUD helps avoid multiple variances on one project to come up with a plan that works for the City and for the developer. Mrosla confirmed that, noting it is more of a negotiation tactic. With a variance, you have to have undue hardship. However, developers need to have findings that support the PUD, same as with a variance.

Brittain noted years ago there were 80-foot lots; now they're getting smaller and smaller, down to 75, 50, and 45. He would have a significant concern if there was a zoning district that had 45-foot lots. There are a lot of challenges with lots that small. However, with the PUD and the flexibility that it gives the City, a development large enough to incorporate diversity from 65-foot to 45-foot lots, there is the possibility of having City oversight without having so many rules to get it accomplished. From his perspective, the PUD gives the City the ability to take a project and make sure that it is done in such a way that it benefits the community, as well as the home-owners that are going to live there. Mrosla stated that was very well said. He added that the PUD flexibility on this project was to see a denser project adjacent to NorthPoint. A planned plat with a denser product next to a more-intense use is frequently seen throughout the metro area. As you get away from the more intense use, the density decreases. We heard there was not a demand for townhouses here; so, this fits in between. It is not medium density, it is not town-houses, but it fits that niche and hits the guide that we want to see to separate the uses. Frazier added since being on the Commission, he's seen PUDs used to provide for more landscaping, as in this case, or a higher-class of materials on the building, so they're used for many different things. He asked if that was correct. Mrosla confirmed it was.

Paul Tabone, of Lennar Homes, stated he would respond to the question about why the lots and the home sizes are getting smaller. There is really just one factor driving it, and that's cost. The average cost now to build or buy a home is pushing $400,000; he thinks it's over $400,000 nationally. Tabone stated he was here when they built Calarosa; the Liberty townhomes that are now being built in Calarosa are starting in the mid-to-high $300,000 range; starting price is about $370,000. Rather than putting in more townhomes and trying to keep with the same plan-ning pattern with a denser development, they came up with a product, which is a single-family home on a narrow/small lot. Two main benefits are 1) No HOA, which saves the buyer $200-$250 or more every month; 2) No shared wall, which gives privacy for the homeowner. Price and overall demand are what is driving this, newlyweds, young families, and first-time home-buyers are having trouble getting into a two-story, three-car garage home, with 2,800-3,500 square-feet, four beds, and two baths. Those start at $500,000-$600,000 and up. If we can come down the curve a little bit and deliver something that is still a really good value, what we are doing is saving on development costs because it is a smaller lot and land costs, which they have a little bit of control. We do not have as much control over construction cost, labor costs, material costs, and supply chain. There are many variables that go into it, but that is why they proposed this. On this project, there's demand for a single-family detached home that is more attainable; someone can move to Cottage Grove, and as they're ready to buy that bigger home on a bigger lot, they can live here and have some true lifecycle housing, without having to start off in a townhome.

Frazier opened the public hearing.

Troy Larson, 7699 110th Street South, stated he lives at the bottom where there is a proposed connection. Nobody wants that road connected; it's a dead-end road, dead-end cul-de-sac, the DNR doesn't even want access to it. For all of the homeowners who live there, you are talking about first-time homebuyer homes; does that devalue our property? We don't want the traffic, it's a dead-end road; we were promised through two road projects that this road was going to be sufficient, and it wasn't going to need curb and gutter, it wasn't going to need to be widened. Now you are going to potentially connect with these two developments, over 300 homes. He realizes many will go the other way, they will go north, but anybody in this development, rather than going through residential neighborhoods to get out, they are going to take the shortcut of 110th to Ideal to Jamaica. So, our increased traffic is huge; it changes the whole landscape of the properties that we own out here. We moved out here to have property and freedom, and now we are being crowded, if you will, which he cannot control as he doesn't own the land, nobody can. But our question is if there is a way to route this differently, where it does not need to connect to 110th Street. Ultimately, as it stands now, 110th Street is not capable of that kind of traffic, so you are going to need to do something with the road. Bringing sewer here, are we going to be assessed for sewer, water, curb, and gutter? Is he going to lose property on the south side because you put the fire hydrants right up onto the north side, so the only way you can expand the road is to the south? These are valid concerns; ultimately, it affects his property value, it affects his tax base, it affects a lot of things that concern him. He hears all of these exceptions that you want to make for smaller lots for builders, and they can justify it however they want; ultimately, it is more revenue for them, they can put more homes in a tighter space. It's that simple, it's economics. Through this process everything seems to get approved; he is being frank. As homeowners, we would like a simple exception to not connect the road. We can't control it, if it all needs to go to the north, he realizes there's access, he realizes there's school buses; all of that, though, is more reason not to connect the road. Ultimately, there are 300 homes, two cars per house, deliveries, school buses, police, fire, you name it. It is going to be nothing but a wide open City street now. Change is inevitable, but we are homeowners who have been here, have been taxpayers, and were promised that this road project would not happen. He said he will probably be assessed if you have to do something on the road; living there is valuable to him. He would hope we'd get some exception at some point versus it always going to the developer because they're trying to do good by creating single-family homes. That's great, but right now the economy is inflated; we all know it. What happens in five years when these single-family homes, which have no housing authority to regulate them, what happens when they start devaluing the property. What does that do to the whole neighborhood? What if the economy crashes? There are variables here that need to be considered.

Connie House, 8234 110th Street South, stated regarding Jamaica Avenue, you are bringing in 1,200 cars and trucks with that southern warehouse deal. She heard rumors Andersen is thinking of expanding. There are possibly 600 cars, another 150 from the Leafline Company tonight; there is so much more traffic, and you say that you've been to Jamaica at rush hour going home and coming in the morning. We live there, we know Jamaica cannot handle all of this traffic. How are we getting in and out? You don't live there. She has come home from work sometimes, and is backed up onto Highway 61 trying to exit to go around the roundabout; you're talking about adding almost 2,000 more cars a day. There is no way it can handle that.

Scott Tobin, 7751 110th Street South, said he lives next to Troy Larson. We moved to our current home a little over two years ago; we looked at the lot and we looked at some of the zoning and thought we were safe. Shame on me. His question is what will this do to 110th Street? His house is probably one of the closest to 110th Street, as most of them have a pretty

big offset; his house is approximately 60 feet from the street. If we move gutters and sewer, etc., he is guessing his house goes away; he is just asking if the builder could possibly reconsider a cul-de-sac on that end or something similar. We moved there for a purpose, we moved to Cottage Grove because we kind of liked the community, liked what it stood for, but in his perspective, that seemed to change since he moved here. That is disappointing, but he understands that's progress. He is just asking if there is anything that can be done or if there is a possibility of not doing anything with 110th Street. If there are 300-to-400 houses being built, 110th Street, which is straight as an arrow, is going to be a throughway. He moved there because he has grandkids, dogs, pets; he moved there for a reason. He did not want to live on a busy street. He knows it is emotional and personal, but he is asking that the City at least consider that. He also asked that the City look at things and try to figure out what their identity is; do we want to be another Woodbury? Just build houses after houses without consideration. He's just asking. He thanked them for their time.

Dean Cranston, 7645 110th Street South, stated regarding traffic on Jamaica Avenue, he has sat almost all the way on Highway 61 when coming home, waiting to get onto Jamaica. He has also sat almost to the stoplight at 95th Street to try to get out of there at 3:00 p.m. Everybody does not work a day job; he worked shift work for four years, though he does not do that now. He moved out to Cottage Grove because it was very low density, and he'd like to see it stay low density in the area where he's at; that's why he moved there in 1976. As far as he is concerned, traffic has gotten nuts on 100th Street and especially on Jamaica Avenue. He would like to know what the standards are for traffic on a road the size of Jamaica; he keeps hearing studies have been done that say it is fine, but he doesn't know what they're basing this against. You are not giving me any data; all you're giving me is spin.

Jean Koecher, 7521 110th Street, said we live at that dead end, and have lived there for more than 33 years. She has always questioned why we had one road out; we only had Ideal Avenue, and there is 115th Street, there is 113th Street, there is 110th Street, but we've always only had one way out. So now she is really questioning how are we all going to get out? So, does 105th Street go out to Ideal and then come in and hook up to Hadley? We still will go up 110th Street with all of these people, whoever decides to come out this end, and then those people will come out 105th, and we still just have Ideal then, unless some people go out Hadley. And we know what we hear about Hadley, it is 30 MPH, there is way too much traffic because that is right through residential, so it's not a good option either. She is really concerned about all the traffic. She also asked if these houses would start being built in 2023, like the other development?

Clint Larson, 7624 110th Street South, said he is with everybody else on the traffic coming down 110th Street; it was a dead end, it was nice, but he also goes back to that he bought the house knowing there might be a development behind him. With that, Amendment 2018-163 says that future subdivision of the parent parcel shall require the two-acre parcel to abandon the 110th Street access and new roadway created as part of the future adjacent land development. So, basically, he is saying that his driveway should connect to the new neighborhood.

Thomas Hunter, 8235 River Acres Road South, said he would like that we at least stick to the R-4 standards, not allow them to reduce the lot sizes more. He also wonders why Cottage Grove constantly looks for the lowest common denominator on any development. If we want diversified building, why don't we go the other way? Why don't we look for the 1.5-to-2 acre lots?

No one else spoke. Frazier closed the public hearing.

Burfeind stated he has spoken a lot about Jamaica tonight, but the question was asked about the specific numbers on Jamaica Avenue. Jamaica Avenue, north of 95th Street, is just under 10,000 cars a day. It is a four-lane divided section that is designed to handle up to 25,000 to 30,000 cars a day; 80th Street has 25,000 cars a day in the Hy-Vee area. Woodbury has some roads that are up to 30,000 cars a day. So, Jamaica is actually under its capacity. It is the peak traffic times with shift changes that have many cars at the same time. South of 95th Street, there are 3,200 cars a day; that is an undivided four-lane road designed for about 20,000 cars a day. We track those very closely every other year with MnDOT; for what they are designed for, it is low, and the numbers show that. Certainly, with NorthPoint and other developments, there will be change; for traffic with this application, it is not competing with that NorthPoint traffic. He provided other options including 105th Street will go from Ideal Avenue over to the roundabout, as mentioned; that was a requirement with this development. We held firm that there needed to be a second way out for this housing, which obviously comes with a cost; those were the assessments that were mentioned, but they are not assessments to individual property owners. The landowners who are selling these large pieces of land for development are actually paying for Hadley Avenue. It was mentioned the City is going to build it, but the landowners are actually paying for that, which is the secondary way out that will be bid in May and awarded in June. There was a lot of discussion about 110th Street at the neighborhood meeting. Some cars may go that way, but if you look at the road going north, it is a straight road and connects to 105th Street; 110th Street is a 30 MPH road, and 105th Street will have a higher speed limit. The distances are the same, if not shorter, going this way, as the developer is actually going to build from north to south to develop those traffic patterns; so, to start with, the only way out will be to 105th Street. Drivers are creatures of the shortest distance, so to go south and then go east to go back north is just simply not the shortest distance. He would be surprised if there were a large number of cars going south. However, 110th Street is built for this; the State fully paid to redo that road in 2020. It is a nine-ton new road standard, with no cost to the neighborhood because there were assessments in 2009 and 2011; the City fought the State on assessing the neighborhood for the road. There are no plans to widen that road or change that road in any way. With sewer being brought into the residential development, there are no assessments to the neighborhood; the only time single-family homes are assessed for sewer is if they actually connect, and they have to petition to connect. Cottage Grove does not have any standards that force or require a sewer connection onto existing properties.

Brittain asked Burfeind about having access on 110th Street. He believed that was due to fire safety; he asked him to expand about having to have the secondary access, why it is important, and why we can't just not have it. Burfeind stated that is correct; any development with a certain number of units needs a second access point. There will be other street connections into the neighborhood to the west, but that cannot be relied on as the city does not control what happens with these development projects. Also, this provides another second connection for the existing homes to provide another way in and out of the area south of 105th Street. It is also needed for services such as school buses, mail delivery, plow trucks, and UPS, and traffic that needs to go down 110th.

Frazier asked if there was a public safety reason or if it was their request to have a secondary access for police, fire, and EMS. Burfeind replied yes, it is necessary for public safety.
Stephens stated with all of the traffic concerns, she asked Burfeind to comment on traffic counts; she thought county roads were done every two years, but when she hears 2,000 cars a day, she has no idea what that means. She asked if there was any way to compare if there was a traffic study done with the AUAR, what it had planned for, and how it compares with traffic today

on some of those roads. She asked if there are any tangible numbers for residents and Commissioners to understand things. Burfeind provided comparisons with existing roads, noting that Jamaica Avenue, from 100th Street to 95th Street, is 3,200 cars a day, which is about what there is on Indian Boulevard up by Cottage Grove Middle School and on Hillside Trail; both of those roads are neighborhood collectors. He noted there is actually more traffic on those streets than on Jamaica, which is a four-lane road. When we talk about ultimate capacities of 20,000 or 30,000 cars a day, it is not saying it will get to that level fully built out. The City, through our Comprehensive Plan, will look closely at those traffic numbers over the next 20 to 30 years. The other key part, in a much-sooner timeframe, is the 100th Street connection; it is the City's and Washington County's number one transportation initiative for our area to provide a second access to Highway 61. Even though the traffic studies show that the traffic will go up and will continue to function, we want to alleviate future traffic issues. The County is spending $600,000 this year on the preliminary design and both the City and County have gone through lots of funding mechanisms this spring to bring that project to fruition.

Mrosla responded to the question about why there aren't lots of one acre or more, explaining that it goes back to the guiding document, the Comprehensive Plan. The Comprehensive Plan guides this area as low density, which allows for two-to-four units per acre. It does not include a density lower than two units per acre in this general area; there are areas in other parts of the town that offer that density. He then stated the traffic information that Burfeind presented is available for anyone to view on MnDOT's website under traffic counts.

Fisher stated she had not realized that the City lobbied so hard for the residents of 110th Street to avoid that second assessment; she commended staff on that. It was awesome that they protected our residents from having a double whammy with the assessments because nobody likes to pay those.

Frazier stated it has been a long meeting tonight, nobody is going to come away happy from this meeting, and he understands that. Unfortunately, that is just how these things work. If this is the first time you have been to a Planning Commission meeting, this is not the first time that someone has walked away unhappy with how things are going to happen. There are rules and laws that the Commission has to abide by; the government is constricted by what we are allowed to tell a private landowner they are supposed to do with their property. If the property owner wants to throw up a bunch of houses and put them up for sale and they can't sell them because the economy crashes, that's their right. It's private property, just like your house is on private property; the government can't come in and tell you what to do with it unless there's a law already in place. Like the prior applications, if it meets the requirements of the City, if it meets the ordinances that are in place at the time they make the application, there is no ability for us to say we don't like it, that we don't think this should be the right result. We are a country of laws that protect private property, and as a government agency, we cannot come in and say we don't like what you're doing, so stop it. He hopes residents will continue to work with the City and provide feedback about what is going on down there if there are problems. Our staff is excellent, and they take care of issues when they arise. He hopes that is what is going to happen, but the application before us meets the requirements of our ordinances, and we should recommend that the City Council approve.

Fisher made a motion to approve the zoning amendment and preliminary plat, subject to the conditions stipulated in the staff report. Wright seconded. Motion passed unanimously (6-to-0 vote).

Approval of Planning Commission Minutes of March 28, 2022

Knable made a motion to approve the minutes of the March 28, 2022, Planning Commission meeting. Wright seconded. Motion passed unanimously (6-to-0 vote).

Reports

8.1 Recap of April 2022 City Council Meetings

Costello provided a summary of actions taken at the April 6 and April 20, 2022, City Council meetings.

Council Member Thiede stated that Council will meet this Wednesday to continue reviewing changes to the City Code. He also noted the Council amended the chicken and duck ordinance and the food truck ordinance. He told everyone not to forget about Strawberry Fest.

8.2 Response to Planning Commission Inquiries

EMCF Ordinance Requirements

Costello stated that Brittain had previously asked about what is termed as electromagnetic communication facilities, also known as cell towers or communication towers. That section of the ordinance had not been revised in 26 years; as Council Member Thiede mentioned, she and the planners are currently going through an update process of our zoning ordinance. The current Code does not really get into a lot of depth, other than those need to be screened from the right-of-way. In conversations we have had with telecommunications companies, their equipment is getting smaller, so many of those buildings are becoming vacant, resulting in structures that are not really needed. The city has found making sure equipment is screened, well maintained, and the color matches the existing facility or the tower itself has worked to date.

Brittain stated he appreciated them looking into that. He suggested if there is one control panel sitting on the side of the water tower, nobody is going to notice it, but if there are more because AT&T, Verizon, and other companies want one, that might be a bigger concern. When buildings were used, there could have been one building with a partition in it for multiple companies' equipment. He noted that at 70th Street and Hinton Avenue, there is the substation sitting there. This is a little bit out of scope for this, but there is a lot of exposed equipment. His concern is that the areas around communications infrastructure could end up with looking like that with multiple companies sharing towers. They are all going to want their own equipment and asked how that would be managed. Color coordination makes sense, but he wants us to put some forethought into how that would be organized. Costello stated staff would prefer it inside a building. We have also run into situations where each company wants their own structure as they do not want to share potential secrets, which is when you see multiple buildings. As staff reviews our zoning ordinance, we are looking at what other communities are doing so we can tighten that up moving forward.

8.3 Planning Commission Requests

None.

Adjournment

Wright made a motion to adjourn the meeting. Fisher seconded. Motion passed unanimously (6-to-0 vote). The meeting was adjourned at 9:34 p.m.

City Council Action Request

7D

Meeting Date	6/1/2022
Department	Public Safety
Agenda Category	Consent Agenda
Title	Hunting Map
Staff Recommendation	Approve the 2022-2023 hunting maps with designating boundaries for discharge of firearms and archery equipment for hunting.
Budget Implication	NA
Attachments	Memo to Council Hunting Zones 2022.tif 6.61MB 2022-23 Firearm Hunting Map.tif 1.42MB 2022-23 Archery Hunting Area Map.tif 1.76MB

Cottage Grove
Where Pride and Prosperity Meet

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

From: Peter J Koerner, Director of Public Safety

Date: May 17, 2022

Subject: **DESIGNATED HUNTING ZONES**

On May 16, 2022, the Public Services Commission reviewed the hunting ordinance. The Cottage Grove City Code's Hunting Ordinance was amended August 10, 2005 by Council. Cottage Grove ordinance 5-3-6 addresses use of firearms and archery equipment in the City of Cottage Grove. Ordinance 5-3-6 (c) 1 and 2 states that each year prior to the commencement of the hunting season, designating hunting areas will be reviewed by the Public Services Commission. The City Council will review the designated hunting areas for final approval prior to publication.

Under the amended language, it has been shown to be very effective, adaptable to development and addresses the safety concerns of the city. Since the amended language complaints have been minimal.

There was one hunting related complaint for the 2021-2022 hunting season. This occurred on the Mississippi Dunes property and the suspect was not located.

The following is a summary.

- Complainant reported hunting on the private property of the closed Mississippi Dunes golf course.
- Complainant reported hearing shots in the area and saw a man wearing full camo run across the course into the residential area homes.
- Officer checked the area with the complainant, and they were unable to locate the suspect of what he had shot at.

Landowner controlled access of hunters within the designated areas continues to be well received by landowners, police officers and persons wishing to take advantage of this recreational opportunity.

For the 2022-2023 season, the Public Safety Department has reviewed the designated areas for discharge of firearms and archery equipment and has approved the areas designated. The Planning Department also reviewed and were given the opportunity to provide comments.

After Public Safety and Planning Department review, there is one change to the firearms hunting area which is located off 100th and Ideal Ave. There are three changes to the archery hunting area due to development. The first parcel off 62nd and Jensen was sold for residential development, Mississippi Dunes land was sold for residential development and the North Point Commercial Development south of 100th, East of Hadley and North of the new 105th.

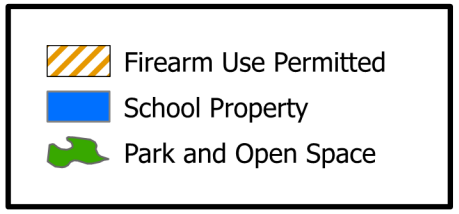
The Public Services Commission did review the hunting ordinance and maps. The Commission did not have any additional questions or comments. The Commission did recommend that the designated archery and hunting maps be forwarded to the City Council for approval.

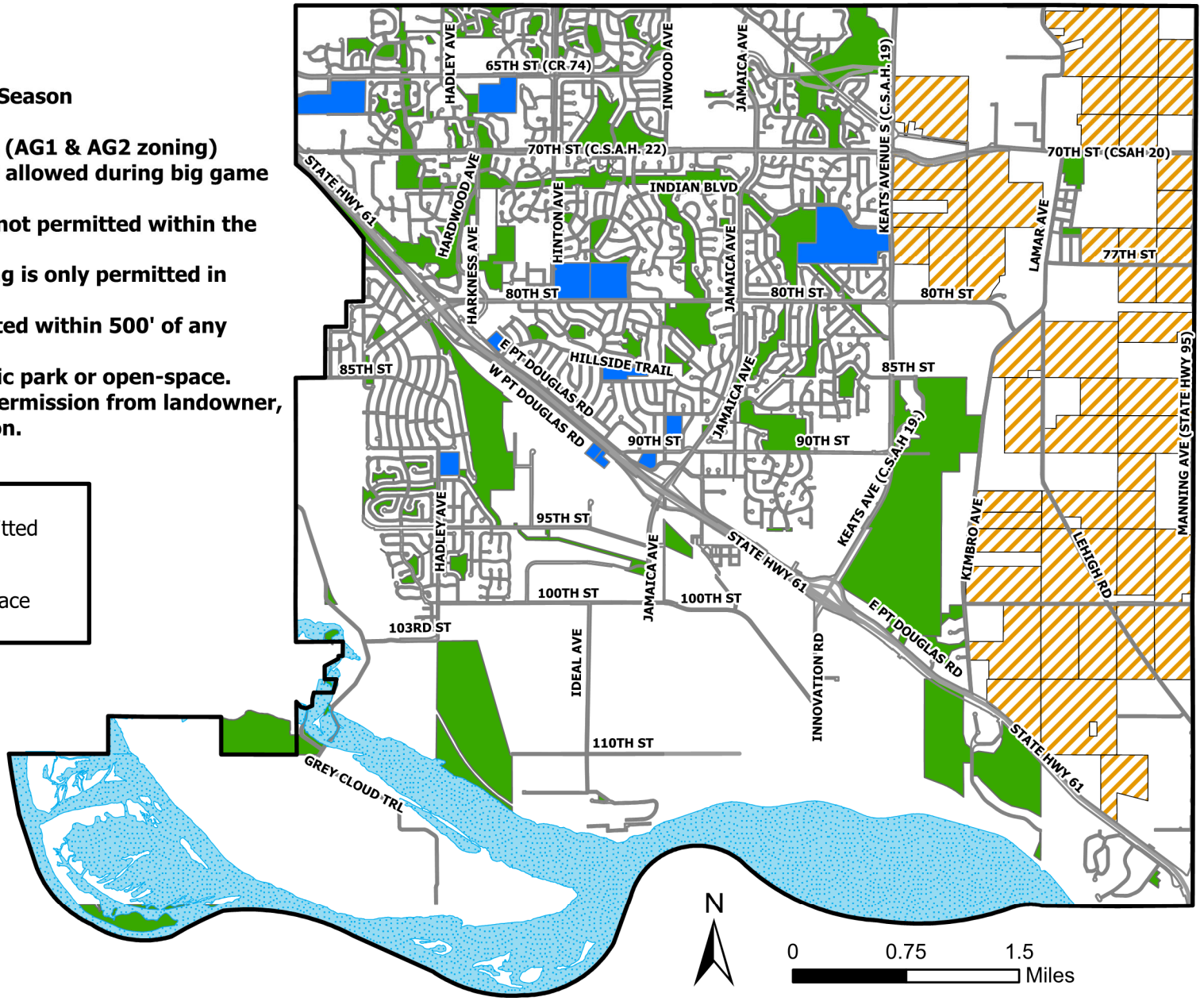
Recommendation – approve the 2022-2023 maps designating boundaries for discharge of firearms and archery equipment for hunting.

Attch.
Proposed 2022-23 Hunting Map Archery
Proposed 2022-23 Hunting Map Firearms

Firearm Hunting Rules 2022-2023 Season

1. Forty acres contiguous or more. (AG1 & AG2 zoning)
2. Discharge of shotgun slugs only allowed during big game season.
3. Recreational target shooting is not permitted within the city.
4. Discharge of firearms for hunting is only permitted in designated areas.
5. Discharge of firearms is prohibited within 500' of any residence.
6. Hunting is prohibited in all public park or open-space.
7. All hunters must have written permission from landowner, proper ID and licenses in possession.





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not a legally recorded map or survey. The City of Cottage Grove shall
not be liable for any damages or claims that arise due to accuracy,
availability, use or misuse of the information herein pursuant to MN
Statute 466.03 Subd 21. Upated: 5/9/22

Cottage Grove
Where Pride and Prosperity Meet

Cottage Grove Firearm Hunting Area

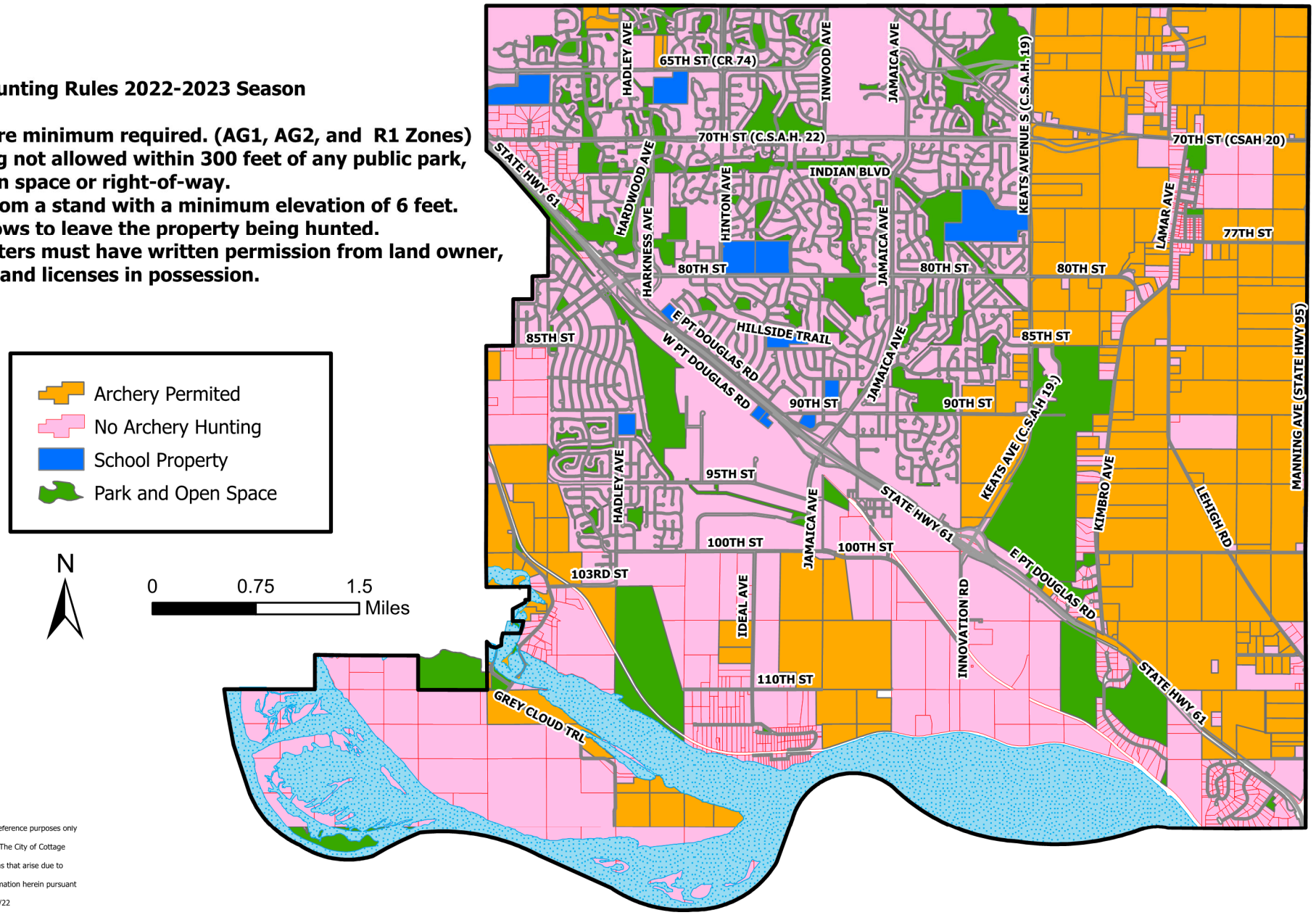
Cottage Grove, MN

Date: 5/9/2022

POLICE
COTTAGE GROVE
MINNESOTA

Archery Hunting Rules 2022-2023 Season

1. **Five acre minimum required. (AG1, AG2, and R1 Zones)**
2. **Hunting not allowed within 300 feet of any public park, trails, open space or right-of-way.**
3. **Hunt from a stand with a minimum elevation of 6 feet.**
4. **No arrows to leave the property being hunted.**
5. **All hunters must have written permission from land owner, proper ID and licenses in possession.**



Disclaimer: This map is intended for reference purposes only and is
not a legally recorded map or survey. The City of Cottage Grove shall
not be liable for any damages or claims that arise due to accuracy,
availability, use or misuse of the information herein pursuant to MN
Statute 466.03 Subd 21. Upated: 5/9/22

Cottage Grove Archery Hunting Area

Cottage Grove, MN

Date: 5/9/2022

City Council Action Request

7E

Meeting Date	6/1/2022
Department	Administration
Agenda Category	Consent Agenda
Title	Phoenix Residence, Inc. Raffle Permit
Staff Recommendation	Authorize issuance of a single-occasion gambling permit to Phoenix Residence, Inc. to conduct a raffle at River Oaks Golf Course and Event Center, 11099 US 61, on June 13, 2022.
Budget Implication	N/A
Attachments	Memo - Phoenix Residence Gambling License.tif 2.74MB

Cottage Grove
Where Pride and Prosperity Meet

Department of Public Safety
Police • Fire • EMS

To: City Administrator Jennifer Levitt

From: Director of Public Safety Peter J. Koerner

Date: May 25, 2022

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

INTRODUCTION

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

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

BACKGROUND

Pursuant to City Ordinance, Pam Rae Connolly, on behalf of The Phoenix Residence, Inc, 222 Plato Boulevard E, St. Paul, MN 55107 has submitted an application for a Temporary Single Occasion gambling permit to be held at River Oaks Golf Course, MN 55016 on June 13, 2022 from 12:30pm to 5:00pm. The Department of Public Safety is required to conduct a police investigation of the applicants.

DISCUSSION

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

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

RECOMMENDATION

Recommend that the City Council approve the single occasion Gambling Permit application for The Phoenix Residence, Inc.

Peter J. Koerner – Director of Public Safety 5/25/2022

City Council Action Request

7F

Meeting Date	6/1/2022
Department	Public Works
Agenda Category	Consent Agenda
Title	South District Trunk Storm Sewer Project – Approve Easements and Memorandums of Understanding
Staff Recommendation	Approve the easement agreements with 3M and NP BGO Cottage Grove, and the Memorandums of Understanding with Gene and Louise Smallidge, Myron Tank, 3M, and NP BGO Cottage Grove, subject to minor modifications by the City Attorney.
Budget Implication	Storm Sewer Area Fund - $42,269

Attachments

South District Trunk Storm Sewer CC Memo.tif	11.84MB
South District Trunk Storm Sewer 3M Easement Agreement.tif	28.83MB
South District Trunk Storm Sewer NP BGO Easement Agreement.tif	9.12MB
South District Trunk Storm Sewer Smallidge MOU.tif	6.07MB
South District Trunk Storm Sewer Tank MOU.tif	5.86MB
South District Trunk Storm Sewer 3M MOU.tif	5.76MB
South District Trunk Storm Sewer NP BGO MOU.tif	3.69MB

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

From: Ryan Burfeind, PE, Public Works Director/City Engineer

Date: May 26, 2022

Re: South District Trunk Storm Sewer Project – Approve Easements and Memorandums of Understanding

---

Background

In 2022 Cottage Grove will be constructing a new trunk storm sewer, which will serve development and street infrastructure in the City's South District. The South District is generally described as land south of 100th Street, which includes the Northpoint, Preserve at Prairie Dunes, and Graymont Village Developments. While these development projects will have their own storm-water ponding to meet State, Watershed, and City requirements, the topography of the area requires that a trunk storm sewer be constructed to provide an outlet for their ponds. Figure 1 below highlights the proposed route for the trunk storm sewer, which will follow closely to the City's existing trunk sanitary sewer. As stormwater is prohibited to be routed to the Scientific Natural Area along the west boundary of this district, this route across 3M property provides the most cost-effective way to provide the outlet.

Figure 1 – Trunk Storm Sewer Alignment

This trunk storm sewer is paid for by the City's Storm Sewer Area fund, which is funded by Area Charges that are collected from development projects. This pipe is also designed to serve any future development in this area of the City, along with future roadways such as the extension of 105th Street east of Ideal Avenue to Jamaica Avenue. By sizing the pipe to meet these future needs, we are ensuring that stormwater can be managed in the most cost-effective way both now and into the future.

The plans and specifications were approved by Council at the May 18, 2022 City Council meeting and the bid opening was set for June 9, 2022 at 10:00am.

Discussion

As mentioned above, the proposed stormwater pipe will follow a similar alignment as the existing sanitary sewer trunk main which was constructed in 2021 through private property after having obtained permanent and temporary easements. Temporary and permanent easements will also need to be acquired as part of the stormwater pipe construction from 3M and NP BGO Cottage Grove, the Northpoint Development. The necessary easements are shown in the figure below. The price per acre that the City will pay for the permanent easement from 3M is $9,499, which also matches the price paid in 2021 for the required permanent easements for the sanitary sewer project. The permanent easement area that will be paid for is 1.32 acres, resulting in a total permanent easement compensation amount of $12,539.

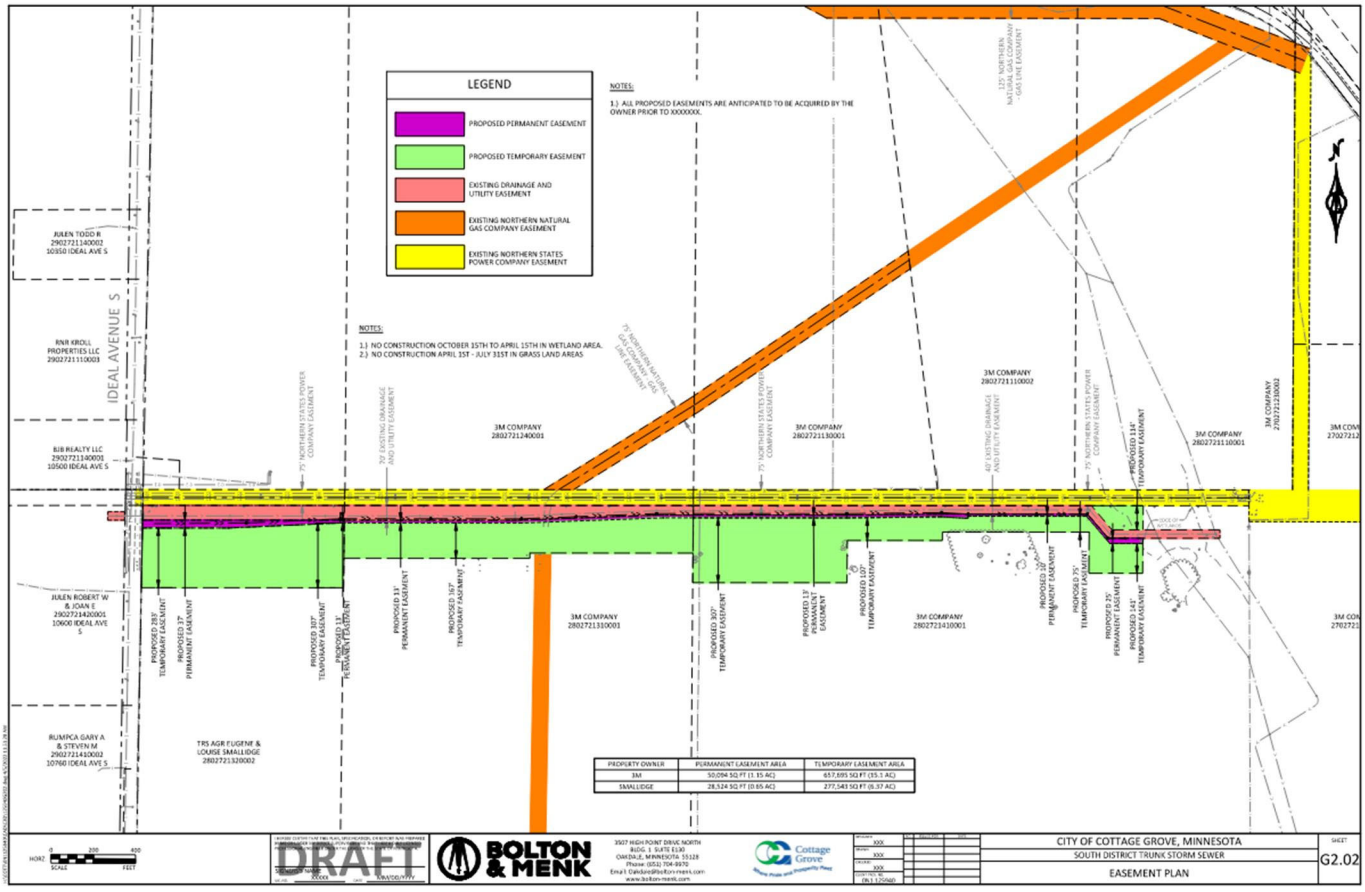


Figure 2 – Temporary and Permanent Easement Exhibit

Much of this area is also still used for agricultural purposes by Myron Tank and Gene Smallidge leasing the land owned by 3M for farming. To fully compensate for the loss of crops due to the construction, the City has reached an agreement with all parties through Memorandums of Understanding. Total costs for compensation of crop loss are $29,730 and includes calculations for the permanent and temporary easement areas.

Recommendation

It is recommended the City Council approve the easements with 3M and NP BGO Cottage Grove, and the Memorandums of Understanding with Gene and Louise Smallidge, Myron Tank, 3M, and NP BGO Cottage Grove, subject to minor modifications by the City Attorney.

FIRST AMENDMENT TO
PERMANENT DRAINAGE AND UTILITY EASEMENT AND
TEMPORARY EASEMENT FOR CONSTRUCTION PURPOSES

THIS FIRST AMENDMENT TO PERMANENT DRAINAGE AND UTILITY EASEMENT AND TEMPORARY EASEMENT FOR CONSTRUCTION PURPOSES (this "First Amendment") is entered into as of _____, 2022 (the "Effective Date"), by and between 3M Company, a Delaware corporation, f/k/a Minnesota Mining and Manufacturing Company ("Landowner"), and the City of Cottage Grove, a Minnesota municipal corporation ("City").

RECITALS

Recital No. 1. Landowner and City entered into a Permanent Drainage and Utility Easement and Temporary Easement for Construction Purposes dated June 17, 2021, recorded as Document No. 4320279 on June 28, 2021 in the Washington County Recorder's Office ("Easement").

Recital No. 2. City has requested the Easement be amended to expand the Permanent Easement Area and the Temporary Easement Area defined in the Easement and to extend the duration of the Temporary Easement defined in the Easement.

Recital No. 3. Landowner does not object to the expansion nor the extension.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each to the other contained in this First Amendment and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do covenant and agree as follows:

1. Exhibit A of the Easement shall be removed and replaced in its entirety with the attached Exhibit A.

2. Exhibit B of the Easement shall be removed and replaced in its entirety with the attached Exhibit B.

3. Exhibit C of the Easement shall be removed and replaced in its entirety with the attached Exhibit C.

4. Paragraph 3 of the Temporary Easement Description Section of the Easement shall be removed and replaced in its entirety as follows:

   The Temporary Easement shall terminate on April 30, 2023. The Temporary Easement and the Permanent Easement shall be collectively referred to herein as the "Easements," where appropriate.

5. Except as provided for above, the terms and provisions of the Easement shall remain in full force and effect.

6. This First Amendment and all disputes or controversies arising out of or relating to this First Amendment or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Minnesota, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Minnesota.

7. Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner or its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statutes, Chapter 466.

8. This First Amendment may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by the parties and delivered to the other parties.

9. This First Amendment shall not be amended, modified or supplemented, except by a written instrument signed by an authorized representative of each party.

[Remainder of this page has been intentionally left blank]

IN TESTIMONY WHEREOF, the parties have caused this First Amendment to be executed as of the day and year first above written.

CITY:
CITY OF COTTAGE GROVE

By: _____
Myron Bailey
Mayor

By:_____
Tamara Anderson
City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

On this _____ day of _____, 2022, before me a Notary Public within and for said County, personally appeared Myron Bailey and Tamara Anderson to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and the City Clerk of the City of Cottage Grove, the Minnesota municipal corporation named in the foregoing instrument, and that it was signed on behalf of said municipal corporation by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

_____
Notary Public

LANDOWNER:
3M COMPANY

By: _____
Name: _____
Its:_____

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me on _____day of_____, 2021, by _____, the _____ of 3M Company, a Delaware corporation, f/k/a Minnesota Mining and Manufacturing Company, on behalf of the corporation.

_____
Notary Public

This instrument was drafted by
and after recording, please return to:
Korine L. Land (#262432)
LeVander, Gillen & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
651-451-1831

EXHIBIT A
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA
AND TEMPORARY EASEMENT AREA

PID: 28.027.21.41.0001

A permanent easement for public drainage and utility purposes, over, under and across that part of the Southeast Quarter of Section 28, Township 27, Range 21, Washington County, Minnesota, said permanent easement being described as follows:

Beginning at the intersection of the West line of said Southeast Quarter and a line parallel with and distant 120.00 feet South of the North line of said Southeast Quarter, for purposes of this description the North line of said Southeast Quarter is assumed to bear North 89 degrees 58 minutes 52 seconds West; thence South 89 degrees 58 minutes 52 seconds East, along said parallel line, 724.32 feet; thence North 89 degrees 23 minutes 04 seconds East, 451.71 feet to its intersection with a line parallel with and distant 115.00 feet southerly of the North line of said Southeast Quarter; thence South 89 degrees 58 minutes 52 seconds East along said parallel line, 690.44 feet; thence South 40 degrees 23 minutes 42 seconds East, 150.21 feet; thence North 90 degrees 00 minutes 00 seconds East, 165.02 feet; thence South 0 degrees 27 minutes 46 seconds West, 25.00 feet; thence South 90 degrees 00 minutes 00 seconds West, 156.68 feet; thence North 40 degrees 23 minutes 42 seconds West, 169.91 feet; thence North 89 degrees 58 minutes 52 seconds West, 535.82 feet; thence South 00 degrees 01 minutes 08 seconds West, 10.00 feet; thence North 86 degrees 46 minutes 27 seconds West 124.73 feet; thence South 89 degrees 37 minutes 42 seconds West, 324.99 feet; thence North 89 degrees 58 minutes 52 seconds West, 724.75 feet, to a point on the West line of said Southeast Quarter, distant 133.00 feet South of the North line of said Southeast Quarter; thence North 0 degrees 27 minutes 46 seconds East, along said West line, 13.00 feet to the point of beginning.

Together with a temporary easement described as follows:

The South 365.00 feet of the North 440.00 feet of the West 730.00 feet of said Southeast Quarter. EXCEPT existing drainage and utility easements.

And

The South 165.00 feet of the North 240.00 feet of the East 450.00 of the West 1,180.00 feet of said Southeast Quarter. EXCEPT existing drainage and utility easements.

And

The South 125.00 feet of the North 200.00 feet of the East 695.00 of the West 1,875.00 feet of said Southeast Quarter. EXCEPT existing drainage and utility easements.

And

The South 230.00 feet of the North 305.00 feet of the East 254.6 feet of the West 2,129.6 feet of said Southwest Quarter. EXCEPT existing drainage and utility easements.

Said temporary easement to expire April 30, 2023.

PID: 28.027.21.31.0001

A permanent easement for public drainage and utility purposes, over, under and across that part of the East five-eighths (5/8) of the Southwest Quarter of Section 28, Township 27, Range 21, Washington County, Minnesota, which lies southerly of and contiguous with the following described line; beginning at the intersection of the East line of said Southwest Quarter and a line parallel with and distant 120.00 feet South of the North line of said Southwest Quarter, for purposes of this description the North line of said Southwest Quarter is assumed to bear North 89 degrees 58 minutes 52 seconds West; thence North 89 degrees 58 minutes 52 seconds West, along said parallel line, 171.81 feet; thence South 87 degrees 53 minutes 13 seconds West, 672.16 feet; thence North 89 degrees 58 minutes 52 seconds West, 808.30 feet to the West line of the East five-eighths (5/8) of said Southwest Quarter and said line there terminating. And which lies northerly of and contiguous with the following described line; beginning at the intersection of the East line of said Southwest Quarter and a line parallel with and distant 133.00 feet South of the North line of said Southwest Quarter; thence North 89 degrees 58 minutes 52 seconds West, 51.60 feet; thence South 87 degrees 08 minutes 03 seconds West, 496.82 feet; thence North 89 degrees 58 minutes 52 seconds West, 275.60 feet; thence South 00 degrees 01 minutes 08 seconds West, 7.00 feet; thence North 89 degrees 58 minutes 52 seconds West, 40.00 feet; thence North 00 degrees 01 minutes 08 seconds East, 7.00 feet; thence North 89 degrees 58 minutes 52 seconds West, 788.47 feet to the West line of said East five-eighths (5/8) and said line there terminating.

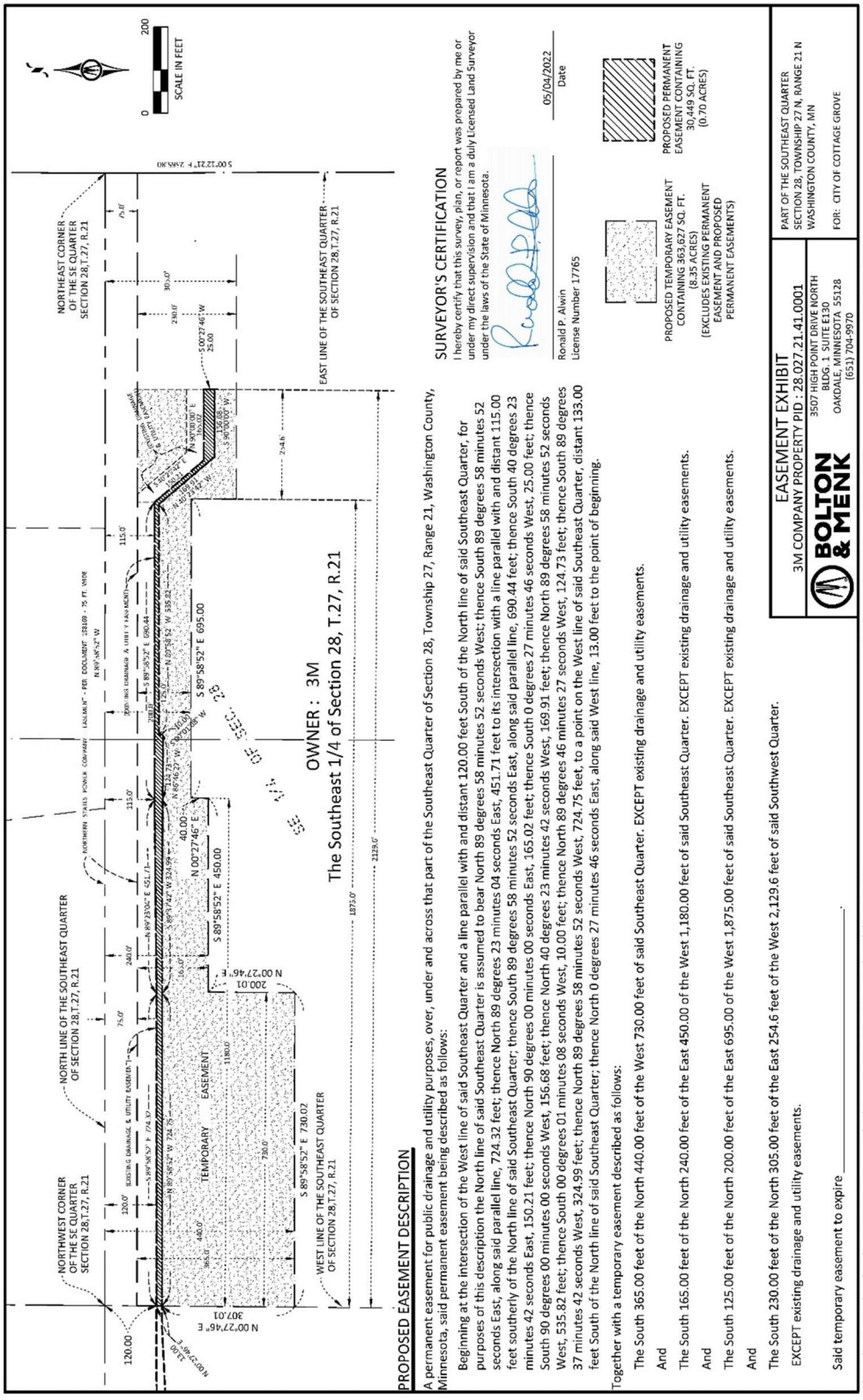
Together with a temporary construction easement over the South 250.00 feet of the North 325.00 feet of the West 880.00 feet of said East five-eighths of the Southwest Quarter; EXCEPT existing Drainage and Utility Easements.

And

The South 225.00 feet of the North 300.00 feet of said East five-eighths lying East of the West 880.00 feet of said East five-eighths of the Southwest Quarter. EXCEPT existing Drainage and Utility Easements.

Said temporary easement to expire April 30, 2023.

EXHIBIT B
DEPICTION OF PERMANENT EASEMENT AREA AND TEMPORARY EASEMENT AREA



PROPOSED EASEMENT DESCRIPTION

A permanent easement for public drainage and utility purposes, over, under and across that part of the Southeast Quarter of Section 28, Township 27, Range 21, Washington County, Minnesota, said permanent easement being described as follows:

Beginning at the intersection of the West line of said Southeast Quarter and a line parallel with and distant 120.00 feet South of the North line of said Southeast Quarter, for purposes of this description the North line of said Southeast Quarter is assumed to bear North 89 degrees 58 minutes 52 seconds West; thence South 89 degrees 58 minutes 52 seconds East, along said parallel line, 724.32 feet; thence North 89 degrees 23 minutes 04 seconds East, 451.71 feet to its intersection with a line parallel with and distant 115.00 feet southerly of the North line of said Southeast Quarter; thence South 89 degrees 58 minutes 52 seconds East, along said parallel line, 690.44 feet; thence South 40 degrees 23 minutes 42 seconds East, 150.21 feet; thence North 90 degrees 00 minutes 00 seconds East, 165.02 feet; thence South 0 degrees 27 minutes 46 seconds West, 25.00 feet; thence South 90 degrees 00 minutes 00 seconds West, 156.68 feet; thence North 40 degrees 23 minutes 42 seconds West, 169.91 feet; thence North 89 degrees 58 minutes 52 seconds West, 535.82 feet; thence South 00 degrees 01 minutes 08 seconds West, 10.00 feet; thence North 89 degrees 46 minutes 27 seconds West, 124.73 feet; thence South 89 degrees 37 minutes 42 seconds West, 324.99 feet; thence North 89 degrees 58 minutes 52 seconds West, 724.75 feet, to a point on the West line of said Southeast Quarter, distant 133.00 feet South of the North line of said Southeast Quarter; thence North 0 degrees 27 minutes 46 seconds East, along said West line, 13.00 feet to the point of beginning.

Together with a temporary easement described as follows:

The South 365.00 feet of the North 440.00 feet of the West 730.00 feet of said Southeast Quarter. EXCEPT existing drainage and utility easements.

And

The South 165.00 feet of the North 240.00 feet of the East 450.00 of the West 1,180.00 feet of said Southeast Quarter. EXCEPT existing drainage and utility easements.

And

The South 125.00 feet of the North 200.00 feet of the East 695.00 of the West 1,875.00 feet of said Southeast Quarter. EXCEPT existing drainage and utility easements.

And

The South 230.00 feet of the North 305.00 feet of the East 254.6 feet of the West 2,129.6 feet of said Southwest Quarter.

EXCEPT existing drainage and utility easements.

Said temporary easement to expire _____.

SURVEYOR'S CERTIFICATION

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Ronald P. Alwin
License Number 17765

05/04/2022
Date

PROPOSED TEMPORARY EASEMENT CONTAINING 363,627 SQ. FT. (8.35 ACRES) (EXCLUDES EXISTING PERMANENT EASEMENT AND PROPOSED PERMANENT EASEMENTS)

PROPOSED PERMANENT EASEMENT CONTAINING 30,449 SQ. FT. (0.70 ACRES)

EASEMENT EXHIBIT
3M COMPANY PROPERTY PID : 28.027.21.41.0001

BOLTON & MENK
3507 HIGH POINT DRIVE NORTH
BLDG. 1 SUITE E130
OAKDALE, MINNESOTA 55128
(651) 704-9970

PART OF THE SOUTHEAST QUARTER
SECTION 28, TOWNSHIP 27 N, RANGE 21 N
WASHINGTON COUNTY, MN

FOR: CITY OF COTTAGE GROVE

H:\COTT\0N1125940\CAD\C3D\MISC-125940-Drainage and Utility Easement - 3M East Property.dwg 5/4/2022 2:03 PM
JOB NUMBER: 0N1.125940 FIELD BOOK:
DRAWN BY: JMR

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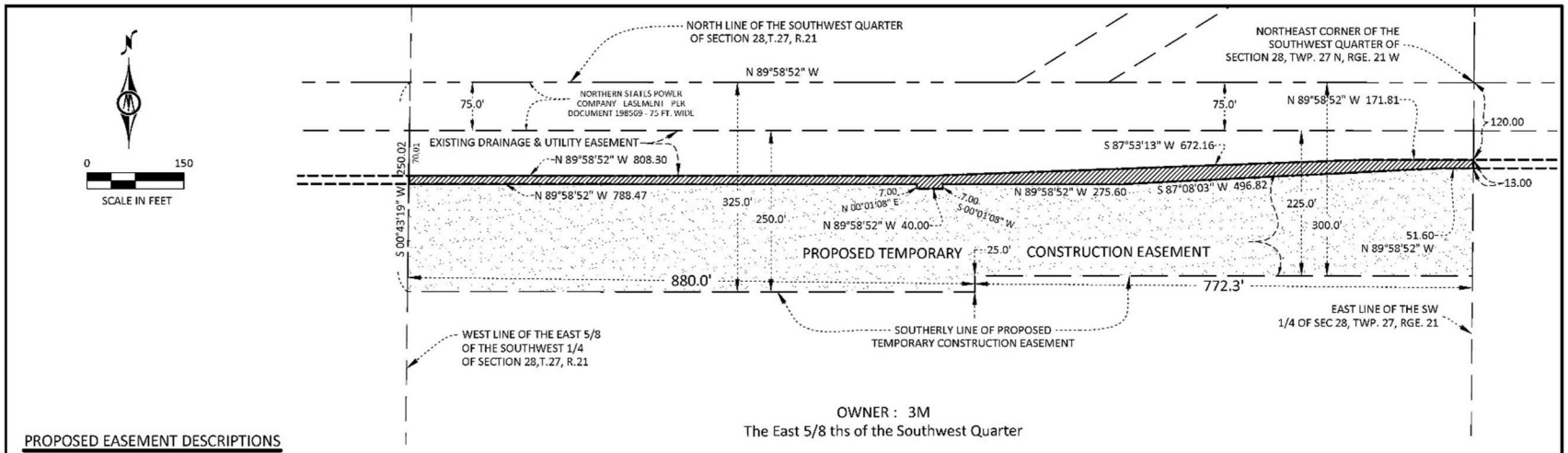

OWNER : 3M
The East 5/8 ths of the Southwest Quarter

PROPOSED EASEMENT DESCRIPTIONS

A permanent easement for public drainage and utility purposes, over, under and across that part of the East five-eighths (5/8) of the Southwest Quarter of Section 28, Township 27, Range 21, Washington County, Minnesota, which lies southerly of and contiguous with the following described line; beginning at the intersection of the East line of said Southwest Quarter and a line parallel with and distant 120.00 feet South of the North line of said Southwest Quarter, for purposes of this description the North line of said Southwest Quarter is assumed to bear North 89 degrees 58 minutes 52 seconds West; thence North 89 degrees 58 minutes 52 seconds West, along said parallel line, 171.81 feet; thence South 87 degrees 53 minutes 13 seconds West, 672.16 feet; thence North 89 degrees 58 minutes 52 seconds West, 808.30 feet to the West line of the East five-eighths (5/8) of said Southwest Quarter and said line there terminating. And which lies northerly of and contiguous with the following described line; beginning at the intersection of the East line of said Southwest Quarter and a line parallel with and distant 133.00 feet South of the North line of said Southwest Quarter; thence North 89 degrees 58 minutes 52 seconds West, 51.60 feet; thence South 87 degrees 08 minutes 03 seconds West, 496.82 feet; thence North 89 degrees 58 minutes 52 seconds West, 275.60 feet; thence South 00 degrees 01 minutes 08 seconds West, 7.00 feet; thence North 89 degrees 58 minutes 52 seconds West, 40.00 feet; thence North 00 degrees 01 minutes 08 seconds East, 7.00 feet; thence North 89 degrees 58 minutes 52 seconds West, 788.47 feet to the West line of said East five-eighths (5/8) and said line there terminating.

Together with a temporary construction easement over the South 250.00 feet of the North 325.00 feet of the West 880.00 feet of said East five-eighths (5/8) of the Southwest Quarter; EXCEPT existing Drainage and Utility Easements.

And

The South 225.00 feet of the North 300.00 feet of said East five-eighths (5/8) lying East of the West 880.00 feet of said East five-eighths (5/8) of the Southwest Quarter. EXCEPT existing Drainage and Utility Easements.

Said temporary easement to expire _____.

PROPOSED TEMPORARY EASEMENT
CONTAINING 263,792 SQ. FT.
(6.06 ACRES)
(EXCLUDES EXISTING PERMANENT
EASEMENT AND PROPOSED
PERMANENT EASEMENT)

PROPOSED PERMANENT
EASEMENT CONTAINING
26,949 SQ. FT.
(0.62 ACRES)

SURVEYOR'S CERTIFICATION

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Ronald P. Alwin
License Number 17765

05/04/2022
Date

EASEMENT EXHIBIT
3M COMPANY PROPERTY PID: 28.027.21.31.0001

PART OF THE EAST 5/8 OF THE SW 1/4
SECTION 28, TOWNSHIP 27 W., RANGE 21 N.

FOR: CITY OF COTTAGE GROVE,
MINNESOTA

BOLTON & MENK
3507 HIGH POINT DRIVE NORTH
BLDG. 1 SUITE E130
OAKDALE, MINNESOTA 55128
(651) 704-9970

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JOB NUMBER: 0N1.125940 FIELD BOOK: DRAWN BY: JMR

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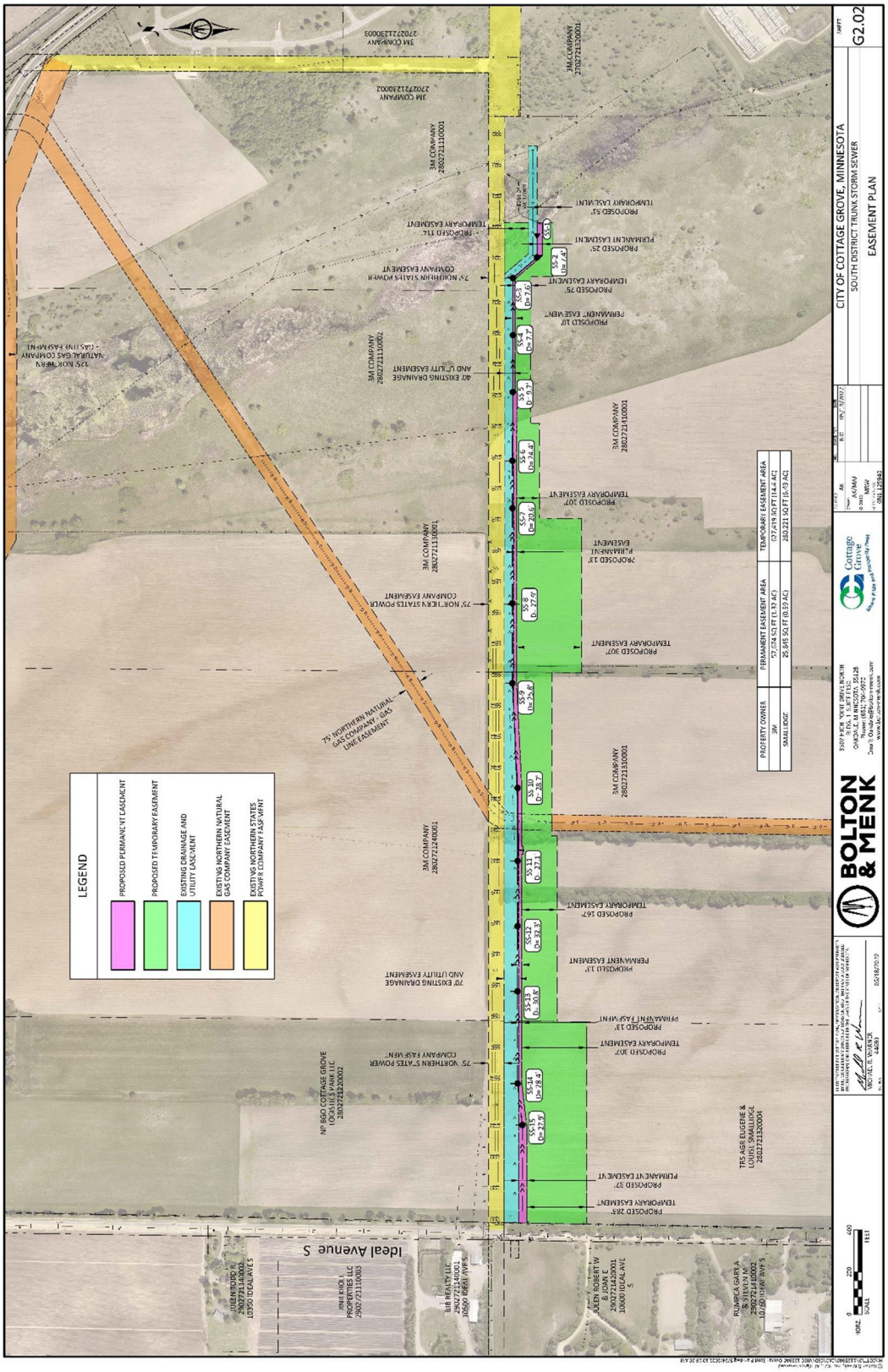
EXHIBIT C
AERIAL DEPICTION OF PERMANENT EASEMENT AREA AND TEMPORARY EASEMENT AREA



FIRST AMENDMENT TO
PERMANENT DRAINAGE AND UTILITY EASEMENT AND
TEMPORARY EASEMENT FOR CONSTRUCTION PURPOSES

THIS FIRST AMENDMENT TO PERMANENT DRAINAGE AND UTILITY EASEMENT AND TEMPORARY EASEMENT FOR CONSTRUCTION PURPOSES (this "First Amendment") is entered into as of _____, 2022 (the "Effective Date"), by and between NP BGO Cottage Grove Logistics Park, LLC, a Delaware limited liability company ("Landowner"), and the City of Cottage Grove, a Minnesota municipal corporation ("City").

RECITALS

Recital No. 1. The Trust Agreement of Eugene and Louise Smallidge ("Smallidge") and City entered into a Permanent Drainage and Utility Easement and Temporary Easement for Construction Purposes dated June 2, 2021, recorded as Document No. 4322716 on July 12, 2021 in the Washington County Recorder's Office ("Easement").

Recital No. 2. Smallidge platted Landowner's Property identified in the Easement as Smallidge Fields recorded as Document No. 4332837 on September 9, 2021.

Recital No. 3. The Easement is located on the real property now known as Lot 2, Block 1, Smallidge Fields (PID: 28.027.21.32.0004).

Recital No. 4. Smallidge conveyed Lot 2, Block 1, Smallidge Fields to Landowner by that certain deed dated _____, recorded as Document No. _____ on _____ in the Washington County Recorder's Office.

Recital No. 5. City has requested the Easement be amended to expand the Permanent Easement Area and the Temporary Easement Area defined in the Easement and to extend the duration of the Temporary Easement defined in the Easement.

Recital No. 6. Landowner is the successor-in-interest and bound by the Easement and does not object to the expansion nor the extension.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each to the other contained in this First Amendment and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do covenant and agree as follows:

1. Exhibit A of the Easement shall be removed and replaced in its entirety with the attached Exhibit A.

2. Exhibit B of the Easement shall be removed and replaced in its entirety with the attached Exhibit B.

3. Paragraph 3 of the Temporary Easement Description Section of the Easement shall be removed and replaced in its entirety as follows:

   The Temporary Easement shall terminate on April 30, 2023.

4. Except as provided for above, the terms and provisions of the Easement shall remain in full force and effect.

5. This First Amendment and all disputes or controversies arising out of or relating to this First Amendment or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Minnesota, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Minnesota.

6. Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner or its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statutes, Chapter 466.

7. This First Amendment may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by the parties and delivered to the other parties.

8. This First Amendment shall not be amended, modified or supplemented, except by a written instrument signed by an authorized representative of each party.

[Remainder of this page has been intentionally left blank]

IN TESTIMONY WHEREOF, the parties have caused this First Amendment to be executed as of the day and year first above written.

CITY:
CITY OF COTTAGE GROVE

By: _____
Myron Bailey
Mayor

By:_____
Tamara Anderson
City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

On this _____ day of _____, 2022, before me a Notary Public within and for said County, personally appeared Myron Bailey and Tamara Anderson to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and the City Clerk of the City of Cottage Grove, the Minnesota municipal corporation named in the foregoing instrument, and that it was signed on behalf of said municipal corporation by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

_____
Notary Public

LANDOWNER:
NP BGO COTTAGE GROVE LOGISTICS PARK, LLC
a Delaware limited liability company

By: NP BGO Cottage Grove Logistics Park JV LLC,
a Delaware limited liability company, its sole member

By: NPD Management, LLC,
a Missouri limited liability company, its manager

By: _____
Nathaniel Hagedorn, Manager

STATE OF MISSOURI)
) ss.
COUNTY OF CLAY)

This instrument was acknowledged before me on this 25th day of May, 2022, by Nathaniel Hagedorn to me personally known, who being by me duly sworn, did say that he is the Manager of NPD Management, LLC, the manager of NP BGO Cottage Grove Logistics Park JV, LLC, a Delaware limited liability company, the sole member of NP BGO Cottage Grove Logistics Park, LLC, a Delaware limited liability company, that said instrument was signed and sealed on behalf of said limited liability company, and said Manager acknowledged said instrument to be the free act and deed of said limited liability company.

_____
Notary Public

LISA L BEASLEY
Notary Public - Notary Seal
Platte County - State of Missouri
Commission Number 19497557
My Commission Expires Sep 10, 2023

This instrument was drafted by
and after recording, please return to:
Korine L. Land (#262432)
LeVander, Gillen & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
651-451-1831

EXHIBIT A
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA
AND TEMPORARY EASEMENT AREA

A permanent easement for public drainage and utility purposes, over, under and across that part of Lot 2, Block 1,SMALLIDGE FIELDS, according to said plat on file and of record in the office of the County Recorder, in and for, Washington County, Minnesota, which lies southerly of and contiguous with the North 145.00 feet thereof and which lies northerly of the following described line; commencing at the northwest corner of said Lot 2; thence South 01 degrees 01 minutes 56 seconds West, assumed bearing, along the West line of said Lot 2, 182.03 feet to the point of beginning of the line to be described; thence South 89 degrees 58 minutes 52 seconds East, 457.53 feet; thence North 83 degrees 18 minutes 26 seconds East, 205.35 feet; thence South 89 degrees 58 minutes 52 seconds East, 294.62 feet to the East line of said Lot 2 and said line there terminating.

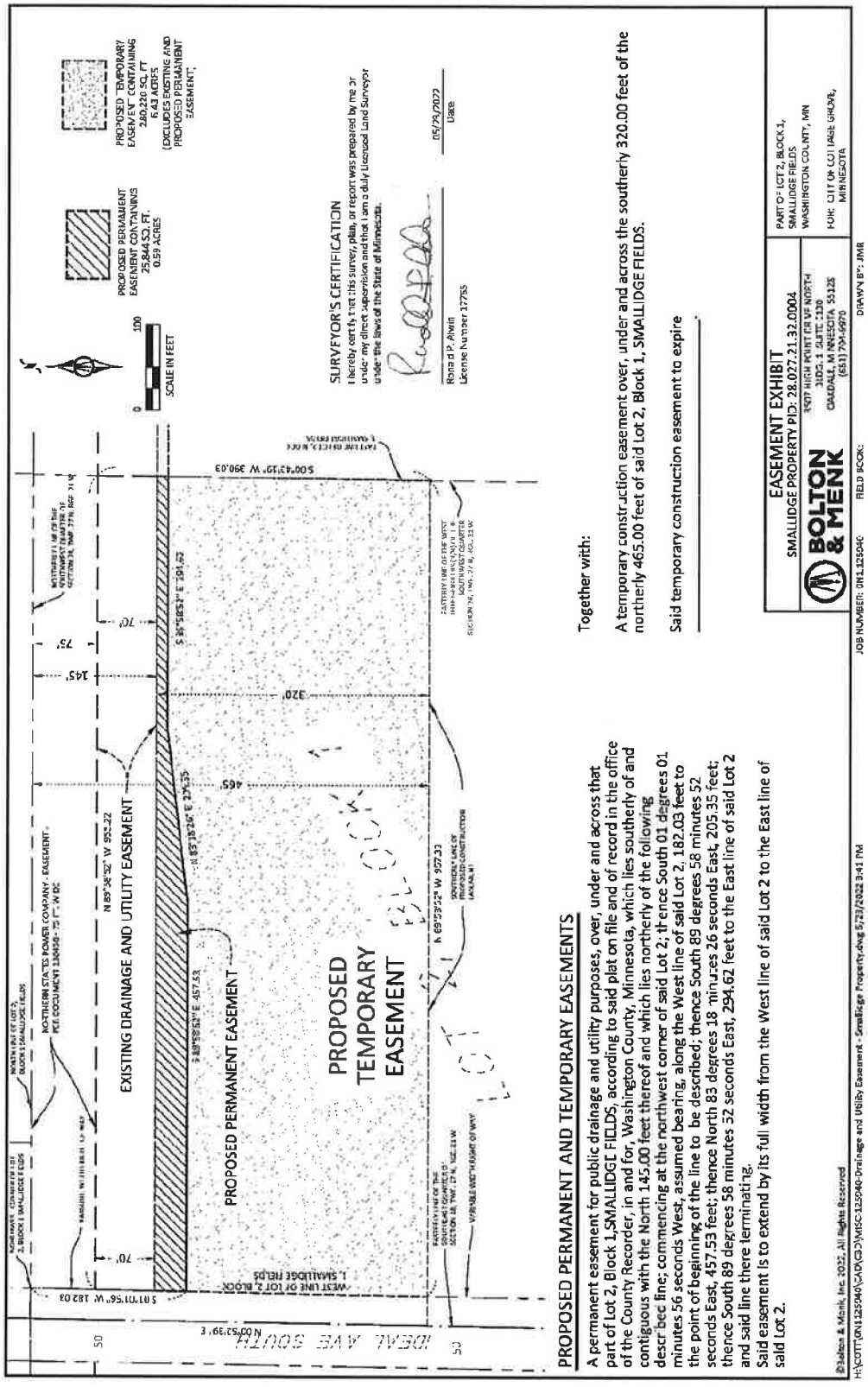
Said easement is to extend by its full width from the West line of said Lot 2 to the East line of said Lot 2.

Together with:

A temporary construction easement over, under and across the southerly 320.00 feet of the northerly 465.00 feet of said Lot 2, Block 1, SMALLIDGE FIELDS.

Said temporary easement to expire April 30, 2023.

EXHIBIT B
DEPICTION OF PERMANENT EASEMENT AREA AND TEMPORARY EASEMENT AREA



MEMORANDUM OF UNDERSTANDING
City of Cottage Grove South District Sanitary Sewer Project

This Memorandum of Understanding is made and entered into this_____day of _____, 2022, by and between The Trust Agreement of Eugene and Louise Smallidge ("Smallidge") and the City of Cottage Grove, a Minnesota muncipal corporation ("City").

WHEREAS, Smallidge was the fee owner of Parcel Identification Number: 28.027.21.32.0004 (the "Property"), which has now been conveyed to NP BGO Cottage Grove Logistics Park, LLC, a Delaware limited liability company ("Owner"); and

WHEREAS, Owner and City have entered into a First Amendment to Permanent Drainage and Utilty Easement and Temporary Easement for Construction Purposes (the "Easement") and a Memorandum of Understanding; and

WHEREAS, as part of the compensation for the Easement, Owner and City mutually agree that compensation for the loss of crops caused by the Easement on the Property will be paid by City directly to Smallidge.

NOW THEREFORE, it is hereby acknowledged and agreed upon between the parties that:

1. The City is engaged in a project to install trunk water mains for the South District Sanitary Sewer Project ("Project"). Smallidge understands that the acquired property rights from Owner are for use in connection with the construction of the Project and will cause loss of crops.

2. That in compensation of the loss of crops, the City shall pay Smallidge the sum of **Eleven Thousand, Two Hundred Forty-Four and no/100 Dollars ($11,244)**, which is calculated as $1,312 per acre for 8.57 acres totaling $11,244. Smallidge understands that payment by the City must await City Council approval.

3. In the event of a clerical error, Smallidge agrees to cooperate in correcting the error including but not limited to resigning all documents.

It is understood and agreed that the entire agreement of the parties is contained in this Memorandum of Understanding and that this document and agreements include all oral agreements, representations, and negotiations between the parties.

CITY:
CITY OF COTTAGE GROVE

By: _____
Myron Bailey
Mayor

By:_____
Tamara Anderson
City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

On this _____ day of _____, 2022, before me a Notary Public within and for said County, personally appeared Myron Bailey and Tamara Anderson to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and the City Clerk of the City of Cottage Grove, the Minnesota municipal corporation named in the foregoing instrument, and that it was signed on behalf of said municipal corporation by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

_____
Notary Public

THE TRUST AGREEMENT OF EUGENE AND LOUISE SMALLIDGE

By: _____
Eugene H. Smallidge, Trustee

By: _____
Louise L. Smallidge, Trustee

STATE OF MINNESOTA)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me on _____day of_____, 2022, by Eugene H. Smallidge and Louise L. Smallidge, as Trustees of The Trust Agreement of Eugene and Louise Smallidge, on behalf of the trust.

_____
Notary Public

MEMORANDUM OF UNDERSTANDING
City of Cottage Grove South District Sanitary Sewer Project

This Memorandum of Understanding is made and entered into this_____day of _____, 2022, by and between Myron Tank, a married person, and Gordon Tank, a married person (collectively "Tank"), and the City of Cottage Grove, a Minnesota muncipal corporation ("City").

WHEREAS, Tank leases a portion of Parcel Identification Number: 28.027.21.41.0001 (the "Property"), which is owned by 3M Company, a Delaware corporation, f/k/a Minnesota Mining and Manufacturing Company ("Owner"); and

WHEREAS, Owner and City have entered into a First Amendment to Permanent Drainage and Utilty Easement and Temporary Easement for Construction Purposes (the "Easement") and a Memorandum of Understanding; and

WHEREAS, as part of the compensation for the Easement, Owner and City mutually agree that compensation for the loss of crops caused by the Easement on the Property will be paid by City directly to Tank.

NOW THEREFORE, it is hereby acknowledged and agreed upon between the parties that:

1. The City is engaged in a project to install trunk water mains for the South District Sanitary Sewer Project ("Project"). Tank understands that the acquired property rights from Owner are for use in connection with the construction of the Project and will cause loss of crops.

2. That in compensation of the loss of crops, the City shall pay Tank the sum of **Eighteen Thousand, Four Hundred Eighty-Six and no/100 Dollars ($18,486)**, which is calculated as $1,312 per acre for 14.09 acres totaling $18,486. Tank understands that payment by the City must await City Council approval.

3. In the event of a clerical error, Tank agrees to cooperate in correcting the error including but not limited to resigning this document.

It is understood and agreed that the entire agreement of the parties is contained in this Memorandum of Understanding and that this document and agreements include all oral agreements, representations, and negotiations between the parties.

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

CITY:
CITY OF COTTAGE GROVE

By: _____
Myron Bailey
Mayor

By:_____
Tamara Anderson
City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

On this _____ day of _____, 2022, before me a Notary Public within and for said County, personally appeared Myron Bailey and Tamara Anderson to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and the City Clerk of the City of Cottage Grove, the Minnesota municipal corporation named in the foregoing instrument, and that it was signed on behalf of said municipal corporation by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

_____
Notary Public

TANK

By: _____
Myron Tank

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me on _____day of_____, 2022, by Myron Tank, a married person.

_____
Notary Public

By: _____
Gordon Tank

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me on _____day of_____, 2022, by Gordon Tank, a married person.

_____
Notary Public

MEMORANDUM OF UNDERSTANDING
City of Cottage Grove South District Sanitary Sewer Project

On this___day of _____, 2022, 3M Company, a Delaware corporation, f/k/a Minnesota Mining and Manufacturing Company ("Owner"), Owner of property located in the City of Cottage Grove, County of Washington, and State of Minnesota identified as Parcel Identification Numbers: 28.027.21.41.0001 and 28.027.21.31.0001 (the "Property"), did execute and deliver a conveyance of real estate rights, specifically a First Amendment to Permanent Drainage and Utility Easement and Temporary Easement for Construction Purposes ("Easement") to the City of Cottage Grove ("City").

This agreement is now made and entered as a memorandum of all the terms, and the only terms, agreed upon in connection with the above transaction. It is hereby acknowledged and agreed upon between the parties that:

1. The City is engaged in a project to install trunk water mains for the South District Sanitary Sewer Project ("Project"). The Owner understands that the acquired property rights are for use in connection with the construction of the Project.

2. That in full compensation for the conveyance of said property rights, the City shall pay the Owner the sum of **Twelve Thousand, Five Hundred Thirty-Nine and no/100 Dollars ($12,539)**, which is calculated as $9,499 per acre for 1.32 acres totaling $12,539. Owner understands that payment by the City must await City Council approval.

3. Compensation for the loss of crops caused by the Easement will be paid by City directly to the farmer leasing the Property.

4. In the event of a clerical error, Owner agrees to cooperate in correcting the error including but not limited to resigning all documents.

It is understood and agreed that the entire agreement of the parties is contained in this Memorandum of Understanding and the First Amendment to Permanent Drainage and Utility Easement and Temporary Easement for Construction Purposes dated _____, 2022 and that these documents and agreements include all oral agreements, representations, and negotiations between the parties.

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

CITY:
CITY OF COTTAGE GROVE

By: _____
Myron Bailey
Mayor

By:_____
Tamara Anderson
City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

On this _____ day of _____, 2022, before me a Notary Public within and for said County, personally appeared Myron Bailey and Tamara Anderson to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and the City Clerk of the City of Cottage Grove, the Minnesota municipal corporation named in the foregoing instrument, and that it was signed on behalf of said municipal corporation by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

_____
Notary Public

OWNER:
3M COMPANY

By: _____
Name: _____
Its:_____

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me on _____day of_____, 2022, by _____, the _____ of 3M Company, a Delaware corporation, f/k/a Minnesota Mining and Manufacturing Company, on behalf of the corporation.

_____
Notary Public

MEMORANDUM OF UNDERSTANDING
City of Cottage Grove South District Sanitary Sewer Project

On this___day of _____, 2022, NP BGO Cottage Grove Logistics Park, LLC, a Delaware limited liability company ("Owner"), Owner of property located in the City of Cottage Grove, County of Washington, and State of Minnesota identified as Parcel Identification Number: 28.027.21.32.0004 (the "Property"), did execute and deliver a conveyance of real estate rights, specifically a First Amendment to Permanent Drainage and Utility Easement and Temporary Easement for Construction Purposes ("Easement") to the City of Cottage Grove ("City").

This agreement is now made and entered as a memorandum of all the terms, and the only terms, agreed upon in connection with the above transaction. It is hereby acknowledged and agreed upon between the parties that:

1. The City is engaged in a project to install trunk water mains for the South District Sanitary Sewer Project ("Project"). The Owner understands that the acquired property rights are for use in connection with the construction of the Project.

2. The Trust Agreement of Eugene and Louise Smallidge ("Smallidge") was the fee owner of the Property, which has now been conveyed to Owner; and therefore, compensation for the loss of crops caused by the Easement will be paid by City directly to Smallidge.

3. In the event of a clerical error, Owner agrees to cooperate in correcting the error including but not limited to resigning all documents.

It is understood and agreed that the entire agreement of the parties is contained in this Memorandum of Understanding and the First Amendment to Permanent Drainage and Utility Easement and Temporary Easement for Construction Purposes dated _____, 2022 and that these documents and agreements include all oral agreements, representations, and negotiations between the parties.

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

CITY:
CITY OF COTTAGE GROVE

By: _____
Myron Bailey
Mayor

By: _____
Tamara Anderson
City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

On this _____ day of _____, 2022, before me a Notary Public within and for said County, personally appeared Myron Bailey and Tamara Anderson to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and the City Clerk of the City of Cottage Grove, the Minnesota municipal corporation named in the foregoing instrument, and that it was signed on behalf of said municipal corporation by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

_____
Notary Public

OWNER:

NP BGO COTTAGE GROVE LOGISTICS PARK, LLC
a Delaware limited liability company

By: NP BGO Cottage Grove Logistics Park JV LLC,
a Delaware limited liability company, its sole member

By: NPD Management, LLC,
a Missouri limited liability company, its manager

By:_____
Nathaniel Hagedorn, Manager

STATE OF MISSOURI)
) ss.
COUNTY OF CLAY)

This instrument was acknowledged before me on this 25th day of May, 2022, by Nathaniel Hagedorn to me personally known, who being by me duly sworn, did say that he is the Manager of NPD Management, LLC, the manager of NP BGO Cottage Grove Logistics Park JV, LLC, a Delaware limited liability company, the sole member of NP BGO Cottage Grove Logistics Park, LLC, a Delaware limited liability company, that said instrument was signed and sealed on behalf of said limited liability company, and said Manager acknowledged said instrument to be the free act and deed of said limited liability company.

_____
Notary Public

LISA L BEASLEY
Notary Public - Notary Seal
Platte County - State of Missouri
Commission Number 19497557
My Commission Expires Sep 10, 2023

City Council Action Request

7G

Meeting Date	6/1/2022
Department	Community Development
Agenda Category	Consent Agenda
Title	Wolterstorff Grading Conditional Use Permit Extension
Staff Recommendation	Adopt Resolution 2022-097 approving a one-year extension of the conditional use permit to import up to 150,000 cubic yards of environmentally clean gravel and black dirt fill onto the Wolterstorff property north of Lake Robert and west of Jamaica Avenue.
Budget Implication	N/A
Attachments	Wolterstorff Grading CUP Extension CC Memo.tif 7.02MB Wolterstorff Grading CUP Extension Attachment A.tif 866.6KB Wolterstorff Grading CUP Extension Resolution.tif 2.66MB

Cottage Grove
Where Pride and Prosperity Meet

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

FROM: Mike Mrosla, Senior Planner

DATE: June 1, 2022

RE: Wolterstorff Grading Conditional Use Permit Extension

Introduction

Frattalone Companies (Applicant), on behalf of Wolterstorff, LP, has requested a one year extension of the existing conditional use permit (Resolution 2020-098) to import up to 150,000 cubic yards of environmentally clean gravel and black dirt fill onto the Wolterstorff property north of Lake Robert and west of Jamaica Avenue. The existing conditional use permit has a June 1, 2022, expiration date. According to the written extension request (Attachment A) the Applicant has been unable to locate the amount of fill needed until recently and plans to begin importing fill this summer.

Location Map

Recommendation

The City Council is recommended to adopt the attached resolution approving a one-year extension of the conditional use permit to import up to 150,000 cubic yards of environmentally clean gravel and black dirt fill onto the Wolterstorff property north of Lake Robert and west of Jamaica Avenue.

Attachments

A. Applicant's written extension request
B. Resolution

Mike Mrosla
City of Cottage Grove
12800 Ravine Parkway South
Cottage Grove, MN 55016

Dear Mr. Mrosla,

On June 22, 2020, Frattalone Companies, on behalf of Wolterstorff, LP, received a conditional use permit (Case CUP2020-037) to import 150,000 cubic yards of gravel and fill onto the Wolterstorff property, located north of Lake Robert and west of Jamaica Avenue. The expiration date of this conditional use permit is June 1, 2022. This correspondence is to request a one-year extension of this permit.
No fill has been imported to the site as of this date. The inability to locate a significant amount of fill to start the importing process has been the issue. A fill source has now been located. Importing of fill to start this summer. Documents for the development of this site are currently in process and will be submitted with a Preliminary Plat application on June 1st.

Applicant – Frattalone Companies

Property Owner – Wolterstorff, LP

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2022-097

A RESOLUTION APPROVING A ONE-YEAR EXTENSION TO RESOLUTION 2020-098, WHICH APPROVED A CONDITIONAL USE PERMIT TO IMPORT UP TO 150,000 CUBIC YARDS OF ENVIRONMENTALLY CLEAN GRAVEL AND BLACK DIRT FILL ONTO PROPERTY NORTH OF LAKE ROBERT AND WEST OF JAMAICA AVENUE

WHEREAS, Frattalone Companies, on behalf of Wolterstorff, LP, was granted a conditional use permit to import up to 150,000 cubic yards of environmentally clean gravel and black dirt fill onto the Wolterstorff property located north of Lake Robert and west of Jamaica Avenue, on the property legally described as:

04.027.21.11.0001
N1/2-SE1/4-NE1/4 & NE1/4-NE1/4 LYING S OF MILITARY RD SUBJ TO AG PRES SECTION 04 TOWNSHIP 027 RANGE 021

04.027.21.14.0001
E1/2-NE1/4 EXC PORTION LYING & BEING NELY OF COUNTY ROAD - EXCEPT:N1/2-SE1/4- NE1/4 OF SECTION 4 AND NE1/4-NE1/4 OF SECTION 4 LYING SOUTH OF MILITARY ROAD - AND EXCEPT:PART NW1/4-SW1/4 OF SECTION 3 TOWNSHIP 27 RANGE 21 AND PART W1/2-NW1/4 OF SECTION 3 TOWNSHIP 27 RANGE 21 AND PART E1/2- NE1/4 OF SECTION 4 TOWNSHIP 27 RANGE 21 AND PART NE1/4-SE1/4 OF SECTION 4 TOWNSHIP 27 RANGE 21-BEING STRIP OF LAND 100 FEET FOR PUBLIC ROADWAY PER DOCUMENT NUMBER 422143 ON 8-27-81 SECTION 04 TOWNSHIP 027 RANGE 021

WHEREAS, Frattalone Companies has not begun importing materials to the site due to the inability to locate the significant amount of fill needed; and

WHEREAS, Frattalone Companies has located a fill source and has requested in writing a one-year extension to June 1, 2023 to complete the project.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Cottage Grove, Washington County, Minnesota, hereby approves an extension to Resolution 2020-098, approved the conditional use permit to import up to 150,000 cubic yards of environmentally clean gravel and black dirt fill onto the Wolterstorff property north of Lake Robert and west of Jamaica Avenue, subject to the following condition:

1. All conditions stipulated in Resolution 2020-098 shall be abided by.

Passed this 1st day of June 2022.

_____
Myron Bailey, Mayor

Attest:

_____

Tamara Anderson, City Clerk

City Council Action Request

7H

Meeting Date	6/1/2022
Department	Public Works
Agenda Category	Consent Agenda
Title	2022-2024 MCES Water Efficiency Grant
Staff Recommendation	1. Approve the 2022-2024 Grant Agreement for water efficiency with MCES in the amount of $43,000. 2. Authorize the expenditure of $10,750 from the Stormwater Utility Fund to match the MCES contribution towards water efficiency rebates.
Budget Implication	Stormwater Utility Fund - $10,750

Attachments

Water Efficiency Grant CC Memo.tif	3.05MB
Water Efficiency Grant Letter.tif	6.54MB
Water Efficiency Grant Agreement.tif	75.01MB

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

From: Joe Fox, P.E., Project Engineer

Date: May 25, 2022

Re: 2022-2024 MCES Water Efficiency Grant

Background/Discussion

The Metropolitan Council Environmental Services (MCES) awards matching fund grants to participating cities to fund water efficiency programs that target the local populations with a goal to improve overall water efficiency.

The City of Cottage Grove applied for funding through the MCES Grant and was subsequently awarded up to $43,000 for water efficiency rebate program funding through 2024. The grant will require the city to match $10,750.

The city will utilize the MCES grant money to continue funding the water efficiency rebate program. The program allows the city to reimburse residents for the purchase of water efficient appliances such as clothes washing machines, dishwashers, and toilets. Since 2022, the water efficiency rebate program has reimbursed residents for installing appliances and fixtures that save an estimated 711,000 gallons of water every year.

Recommendation

- Approve the 2022-2024 Grant Agreement for water efficiency with MCES in the amount of $43,000.

- Authorize the expenditure of $10,750 from the Stormwater Utility Fund to match the MCES contribution towards water efficiency rebates.

Attachment:
Grant Award Letter from MCES

Joe Fox
Project Engineer
12800 Ravine Parkway South
Cottage Grove, MN 55016

May 5, 2022

The Metropolitan Council is pleased to award the city of Cottage Grove the amount of $43,000 as part of our 2022-2024 Water Efficiency Grant Program. The amount of matching funds required from your city, based on the grant award above, is $10,750. Your city is one of 37 in the Twin Cities Metropolitan Area that applied for and was accepted into this grant program. We are pleased to report that all available grant funds have been awarded and that all applicants will receive an award.

The amount of funds requested totaled $1,401,920, while the amount of funds available is $1,000,000. Because funds requested exceed funds available, a set of ranking factors and an objective scoring system were used to distribute the available funds.

Below are some critical points to remember:

- New construction and new developments are not eligible.
- Funds are for rebates or grants only; consulting and city staff time are ineligible.
- Grant recipients must display the Clean Water, Land and Legacy Amendment logo and the Metropolitan Council logo on all documents which are intended for public use.

The Clean Water, Land and Legacy Amendment is available here: *http://www.legacy.leg.mn/legacy-logo/legacy-logo-download*

To obtain electronic and print versions of the Metropolitan Council logo, please contact me at *brian.davis@metc.state.mn.us*.

As you prepare your municipality's program, please be aware that the following information must be reported on a quarterly basis, on forms to be provided by the Metropolitan Council:

- Number, type and amount of rebates or grants provided to property owners, along with each property address
- Estimated annual gallons of water saved per installation
- Municipality matching funds disbursed
- Electronically scanned copies of receipts to verify the cost of eligible devices being reported

Reporting forms and instructions will be made available in summer 2022 on our website: *http://www.metrocouncil.org/Wastewater-Water/Funding-Finance/Available-Funding-Grants.aspx*

Quarterly reporting periods and reporting form due dates are shown below.

Quarterly Period	Reporting Form Due Date
July 1, 2022 – September 30, 2022	October 31, 2022
October 1, 2022 – December 31, 2022	January 31, 2023
January 1, 2023 – March 31, 2023	April 30, 2023
April 1, 2023 – June 30, 2023	July 31, 2023
July 1, 2023 – September 30, 2023	October 31, 2023
October 1, 2023 – December 31, 2023	January 31, 2024
January 1, 2024 – March 31, 2024	April 30, 2024
April 1, 2024 – June 30, 2024	July 31, 2024

In early May, a Grant Legal Agreement will be mailed to your city for signature. Completion instructions will be provided in that mailing.

Again, congratulations on your grant award. We look forward to working with you to increase the water efficiency of our region.

Sincerely,

Brian M. Davis

Brian M. Davis, Ph.D, P.G., P.E.
Principal Engineer, Water Supply Planning
Phone: 651-602-1519
brian.davis@metc.state.mn.us

CLEAN WATER LAND & LEGACY AMENDMENT

METROPOLITAN COUNCIL
CLEAN WATER FUND GRANT AGREEMENT NO. SG-17766

This Clean Water Fund Grant Agreement ("Grant Agreement") is entered into between the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota ("Council") and the City of Cottage Grove, a municipal corporation ("Grantee").

RECITALS

1. Minnesota Session Laws 2021, 1st Special Session, Chapter 1, Article 2, Section 8, appropriated to the Council funds from the Legacy Amendment's Clean Water Fund ("Clean Water Fund") for State fiscal years 2022 and 2023, to establish a water demand reduction grant program to encourage municipalities in the metropolitan area to implement measures to reduce water demand to ensure the reliability and protection of drinking water supplies.

2. The Council is authorized by Minnesota Statutes sections 473.129, subdivision 4 to apply for and use grants from the State for any Metropolitan Council purpose and may dispose of the money in accordance with the terms of the appropriation.

3. The Grantee is authorized to receive grants from the Clean Water Fund for a water demand reduction program to implement measures to reduce water demand to ensure the reliability and protection of drinking water supplies.

4. On May 4, 2022, the Council authorized the granting of portions of the appropriation to the Grantees participating in the grant program.

5. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the reasonable satisfaction of the Council.

GRANT AGREEMENT

1. Term of Grant Agreement.

1.1. Effective Date. The effective date of this Grant Agreement is the date this agreement is fully executed.

1.2. Grant Activity Period. The first day of the month following the Effective Date through and including the expiration date.

1.3. Expiration Date. Upon satisfactory fulfillment of obligations, but in no event later than June 30, 2024.

1.4. Survival of Terms. The following clauses survive the expiration, termination or cancellation of this Grant Agreement; 9. Liability and Insurance; 10. Audits; 11. Government Data Practices; 13. Data Availability; 14. Governing Law, Jurisdiction and Venues; 16. Data Disclosure; 18. Future Eligibility.

2. Duties, Representations and Warranties of Grantee and Use of Grant Funds.

2.1. The Grantee agrees to conduct, administer and complete in a satisfactory manner and in accordance with the terms and conditions of this Grant Agreement the program ("Grantee Program") which is

described in Grantee's application to Council for assistance under the Council's Clean Water Fund grant program. Grantee's application is incorporated into this Grant Agreement as **Exhibit A**. Grantee agrees to perform the Grantee Program in accordance with the timeline in **Exhibit B** of this Grant Agreement and to undertake the financial responsibilities described in **Exhibit B**. The Grantee has the responsibility and obligation to complete the Grantee Program as described in **Exhibit B**. The Council makes no representation or warranties with respect to the success and effectiveness of the Grantee Program. The Council acknowledges that Grantee Program work may be limited to soliciting participation by its residents and businesses in the Grantee Program and requires additional work by the Grantee only to the extent that residents and businesses choose to participate in the Grantee Program, as described in **Exhibit B.**

The Grant Funds must be entirely passed through and can only be used for authorized rebates or grants for qualifying activities.

2.2. Grantee Representations and Warranties. The Grantee represents and warrants to Council, as follows:

A. It has the legal authority to enter into this Grant Agreement and to conduct and administer the Grantee Program and use the Grant Funds for the purpose or purposes described in this Agreement

B. It has taken all actions necessary for its execution of the Agreement and has provided to Council a copy of the resolution by its governing body authorizing Grantee to enter into this Agreement.

C. It has the legal authority to undertake the Clean Water Fund Grant Program, including the Grantee's financial responsibilities in **Exhibit B**

D. As specified in Exhibit A only Grantee's authorized representative may provide certifications required in this Grant Agreement and submit pay claims for reimbursement of Grantee Program costs.

E. It will comply with all the terms of this Agreement.

F. It will comply with all requirements of Clean Water Funding legislation and appropriations, except for requirements that this Grant Agreement explicitly states will be handled by the Council.

G. It has made no material false statement or misstatement of fact in connection with the Grant Funds, and all of the information it has submitted or will submit to the Council relating to the Grant Funds or the disbursement of any of the Grant Funds is and will be true and correct. It agrees that all representations contained in its application for the Clean Water Fund Grant are material representations of fact upon which the Council relied in awarding this Grant and are incorporated into this Agreement by reference.

H. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no material actions, suits, or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it and is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Grant Agreement, or to perform any of the acts required of it in the Agreement.

I. Compliance with the requirements of this Grant Agreement is not prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement to which it is bound.

J. The Grantee Program will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

K. The Grantee Program will be conducted in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or other political subdivisions having jurisdiction over the Grantee Program.

L. It will comply with the financial responsibility requirements contained in **Exhibit B.**

M. It will furnish satisfactory evidence regarding these representations if requested by the Council.

3. Time.

Grantee must comply with all time requirements described in this Grant Agreement. In the performance of this Grant Agreement, time is of the essence.

4. Eligible Costs.

Eligible costs are those costs incurred by parties within the jurisdiction of the Grantee for 80% of rebate or grant payments as defined in **Exhibit B**. The Council will not reimburse Grantee for non-eligible costs. Any cost not defined as an eligible cost or not included in the Grant Grantee Program or approved in writing by the Council is a non-eligible cost.

5. Consideration and Payment.

5.1 Consideration. The Council will reimburse Grantee for eligible costs performed by the Grantee during the Grant Period as specified in this agreement. The Council bears no responsibility for any cost overruns that may be incurred by the Grantee or sub-recipients of any tier. The initial Grant amount to Grantee under this Grant Agreement is $43,000. The Grantee may be eligible to receive additional Grant amounts or an adjustment in Grant amount in accordance with the procedure in the Grant Amendment Form attached and incorporated as **Exhibit C**. Upon signature by both Grantee and Council on **Exhibit C** this Grant is amended by the amount in **Exhibit C**.

5.2. **Advance.** The Council will make no advance of the Grant Amount to Grantee.

5.3. **Payment.** To receive payment, the Grantee must submit a Reimbursement Request on forms provided by the Council, including electronically scanned receipts to verify the cost of eligible devices reported for each reporting period. Reimbursement Request must be submitted quarterly, even if there are no eligible costs to report. The Grantee must describe its compliance with its the financial requirements, work completed including specific addresses where work was done, and provide sufficient documentation of grant eligible expenditures and any other information the Council reasonably requests. The Council will promptly pay the Grantee after the Grantee presents to the Council a Reimbursement Request and scanned copies of all receipts verifying the cost for all eligible devices reported and the Council's Authorized Representative accepts the invoiced services.

6. Conditions of Payment.

6.1. For each approved device for which Grantee requests payment, Grantee must certify the following to the Council: (1) the device has been purchased ; (2) Grantee received receipts for the device; (3) the purchase was not performed in violation of federal, state, or local law, or regulation.

6.2. Conditions Precedent to Any Reimbursement Request. The obligation of the Council to make reimbursement payments is subject to the following conditions precedent:

A. The Council's receipt of a Reimbursement Request/Progress Report for the funds requested, and electronic copies of receipts verifying the cost for all eligible devices for that reporting period

B. If requested by the Council (in form and substance acceptable to the Council), evidence that (i) the Grantee has legal authority to and has taken all actions necessary to enter into this Agreement and (ii) this Agreement is binding and enforceable against the Grantee.

C. There is no Event of Default under this Grant Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse.

D. The Grantee has supplied to the Council all other items that the Council may reasonably require to assure good fiscal oversight of state's funding through the Clean Water Fund.

7. **Authorized Representative.**

The Council's Authorized Representative is**:**

Name:	Brian Davis or successor
Title:	Principal Engineer
Mailing Address:	390 North Robert Street St. Paul, MN 55101
Phone:	(651) 602-1519
E-Mail Address:	brian.davis@metc.state.mn.us

The Council's Authorized Representative has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this Grant Agreement. If the services are satisfactory, the Council's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is:

Name:	Joe Fox, Project Engineer
Mailing Address:	12800 Ravine Parkway South, Cottage Grove, MN 55016
Phone:	651-458-2826
E-Mail Address:	joefox@cottagegrovemn.gov

If the Grantee's Authorized Representative changes at any time during this Grant Agreement, the Grantee must immediately notify the Council and within 30 days provide a new City resolution (if such resolution is necessary) specifying the new Representative.

8. Assignment, Amendments, Waiver, and Grant Agreement Complete.

8.1 Assignment. The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior written consent of the Council and a fully executed Assignment Agreement.

8.2 Amendments. Any amendment to this Grant Agreement must be in writing and will not be effective until it has been executed and approved by the appropriate parties.

8.3 Waiver. If the Council fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.

8.4 Grant Agreement Complete. This Grant Agreement contains all negotiations and agreements between the Council and the Grantee. No other understanding regarding this Grant Agreement, whether written or oral, may be used to bind either party.

9. Liability and Insurance.

9.1 Liability. The Grantee and the Council agree that they will be responsible for their own acts and the results thereof to the extent authorized by law, and they shall not be responsible for the acts of the other party and the results thereof. The liability of the Council is governed by the Minn. Stat. Chapter 466 and other applicable laws. The liability of the Grantee is governed by the provisions contained in Chapter 466 and other applicable laws.

9.2 Relationship of the Parties. Nothing contained in this Grant Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture between the Grantee and the Council, nor shall the Grantee be considered or deemed to be an agent, representative, or employee of the Council in the performance of this Grant Agreement, or the Grantee Program.

The Grantee represents that it has already or will secure or cause to be secured all personnel required for the performance of this Grant Agreement and the Grantee Program. All personnel of the Grantee or other persons while engaging in the performance of this Grant Agreement the Grantee Program shall not have any contractual relationship with the Council related to the work of the Grantee Program and shall not be considered employees of the Council. In addition, all claims that may arise on behalf of said personnel or other persons out of employment or alleged employment including, but not limited to, claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Grantee, its officers, agents, contractors, or employees shall in no way be the responsibility of the Council. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the Council, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

10. Audits.

Under Minn. Stat. § 16C.05, subd. 5, the Grantee's books, records, documents, and accounting procedures and practices relevant to this Grant Agreement are subject to examination by the Council and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the termination date of this Grant Agreement.

11. Government Data Practices.

The Grantee and Council must comply with the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13, as it applies to all data provided by the Council under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the Council. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the Council.

12. Workers' Compensation.

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered Council employees. Any claims that may arise under the Minnesota Workers Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the Council's obligation or responsibility.

13. Data Availability.

To the extent and as requested by the Council, Grantee agrees to comply with Minn. Stat. § 114D.50, subd. 5 requirements for data collected by the Grantee Programs funded with money from the Clean Water Fund that have value for planning and management of natural resources, emergency preparedness and infrastructure investments, including but not limited to the requirement that to the extent practicable, summary data and results of Grantee Programs funded with money from the Clean Water Fund should be readily accessible on the internet and identified as a Clean Water Fund Grantee Program. The Council will put overall summary information on the internet and will encourage the Grantee put its city information on the web. Grantee understands and agrees that Council may list its name and summary information on the internet or in any other Grantor reporting.

Data collected by the Grantee Programs, if any, funded with money from the Clean Water Fund that have value for planning and management of natural resources, emergency preparedness, and infrastructure investments must conform to the enterprise information architecture developed by the Office of MN.IT Services. Spatial data must conform to geographic information system guidelines and standards outlined in that architecture and adopted by the Minnesota Geographic Data Clearinghouse at the Minnesota Geospatial Information Office. A description of these data that adheres to the Office of MN.IT Services geographic metadata standards must be submitted to the Minnesota Geospatial Information Office to be made available online through the clearinghouse and the data must be accessible and free to the public unless made private under chapter 13. To the extent practicable, summary data and results of the Grantee Program funded with money from the clean water fund should be readily accessible on the Internet and identified as a Clean Water Fund Grantee Program.

14. Governing Law, Jurisdiction, and Venue.

Minnesota law, without regard to its choice-of-law provisions, governs this Grant Agreement. Venue for all legal proceedings out of this Grant Agreement, or its breach, must be in the appropriate state or federal court of competent jurisdiction in Ramsey County, Minnesota.

15. Termination.

The Council may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment for services prequalified and satisfactorily performed before the termination notice.

16. Data Disclosure.

Under Minn. Stat. § 270C.65, subd. 3, and other applicable law, the Grantee consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to the Council, to federal and state tax agencies and Council personnel involved in the payment of Council obligations. Grantee will require compliance with this Section 16 by Grantee's subrecipient of Grant funds and shall submit evidence of such compliance to Council as requested.

17. Notices.

In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and must be personally served or sent by email or United States mail, to the business address of the party to whom it is directed. The business address is the address specified below or such different address as may be specified, by either party by written notice to the other:

To the Grantee at:

Joe Fox, Project Engineer
12800 Ravine Parkway South, Cottage Grove, MN 55016
651-458-2826
joefox@cottagegrovemn.gov

To the Council's Authorized Representative at:

Name:	Brian Davis or successor
Title:	Principal Engineer
Mailing Address:	390 North Robert Street St. Paul, MN 55101
Phone:	(651) 602-1519
E-Mail Address:	brian.davis@metc.state.mn.us

18. Miscellaneous.

18.1 Report to Legislature. As provided in Minn. Stat. § 3.195, the Council must submit a report on the expenditure and use of money appropriated under the Clean Water Fund to the legislature by January 15 of each year. The report must detail the outcomes in terms of additional use of Clean Water Fund resources, user satisfaction surveys, and other appropriate outcomes. The grantee agrees to provide to the Council by January 1 of each year a report on any user satisfaction surveys it has related to this Grantee Program, and other appropriate outcomes of the Grantee Program as prescribed in Section 18.3 of this Agreement.

18.2 Supplement. The funds granted under this agreement are to supplement and shall not substitute for traditional sources of funding. Grantee certifies to the Council that there was and is no traditional Grantee sources of funding for the City to help fund 80% of the subject water efficiency rebate or grant work.

18.3 Measurable Outcomes. A Grantee Program or program receiving funding from the Clean Water Fund must meet or exceed the constitutional requirement to protect, enhance, and restore water quality in lakes, rivers and streams and to protect groundwater and drinking water from degradation. A Grantee Program or program receiving funding from the Clean Water Fund must include measurable outcomes, as defined in Minn. Stat. § 3.303, subdivision 10, and a plan for measuring and evaluating the results. A Grantee Program or program must be consistent with current science and incorporate state-of-the-art technology. All information for funded Grantee Program work, including the proposed measurable outcomes, must be made available for publication on the web site required under Minn. Stat. § 3.303, subdivision 10, as soon as practicable and forwarded to the Council and the Legislative Coordinating Commission under the provisions of Minn. Stat. § 3.303, subd. 10. The Grantee must compile and submit all information for funded Grantee Programs or programs, including the proposed measurable outcomes and all other items required under Minn. Stat. § 3.303, subdivision 10, to the Council and, if requested by the Council, the Legislative Coordinating Commission as soon as practicable or by January 15 of the applicable fiscal year, whichever comes first.

18.4 Minn. Stat. § 16B.98. Grants funded by the Clean Water Fund must be implemented according to section 16B.98 and must account for all expenditures.

18.5 Benefit to Minnesota Waters. Money from the Clean Water Fund may only be spent on Grantee Programs that benefit Minnesota waters.

18.6 Website. If the Grantee has information on its website about the water efficiency grant program under Minn. Stat. § 114D.50, the Grantee will when practicable in accordance with Minn. Stat. § 114D.50, subd. 4(f) prominently display on the Grantee's website home page the Legacy logo accompanied by the phrase "Click here for more information." When a person clicks on the Legacy logo image, the website must direct the person to a web page that includes both the contact information that a person may use to obtain additional information, as well as a link to the Council's and Legislative Coordinating Commission Website required under section 3.303, subdivision 10.

18.7 Future Eligibility. Future eligibility for money from the Clean Water Fund is contingent upon the Grantee satisfying all application requirements related to Council's fulfillment of Minn. Stat. § 114D.50 as well as any additional requirements contained in 2021, 1st Special Session, Chapter 1, Article 2, Section 8.

18.8 Prevailing Wages. The Grantee agrees to comply with all of the applicable provisions contained in chapter 177 of the Minnesota Statutes, and specifically those provisions contained in Minn. Stat. §§ 177.41 through 177.435, as they may be amended, modified or replaced from time to time with respect to the Grantee Program. By agreeing to this provision, the Grantee is not acknowledging or agreeing that the cited provisions apply to the Grantee Program.

18.9 Disability Access. Where appropriate, Grantee of clean water funds, in consultation with the Council on Disability and other appropriate governor-appointed disability councils, boards, committees, and commissions, should make progress toward providing greater access to programs, print publications, and digital media for people with disabilities related to the programs the recipient funds using appropriations made in this agreement.

18.10. General Provisions.

(i) Lawsuit. This Grant shall be canceled if a court determines that the appropriation illegally substitutes for a traditional source of funding.

(ii) Termination Due to Lack of Funds. Grantee recognizes that Council's obligation to reimburse Grantee for eligible Grantee Program costs is dependent upon Council's receipt of funds from the State of Minnesota appropriated to Council under 2021 Session Laws, 1st Special Session, Chapter 1, Article 2, Section 8. Should the State of Minnesota terminate such appropriation or should such funds become unavailable to Council for any reason, Council shall, upon written notice to Grantee of termination or unavailability of such funds, have no further obligations for reimbursement or otherwise under this Grant Agreement. In the event of such written notice, Grantee has no further obligation to complete the Grantee Program as required by this Grant Agreement.

19. Default and Remedies.

19.1 Defaults. The Grantee's failure to fully comply with any of the provisions contained in this Grant Agreement constitute an event of default ("Event of Default").

19.2. Remedies. Upon an event of default, the Council may exercise any one or more of the following remedies:

a. Refrain from disbursing the Grant.

b. Demand that all or any portion of the Grant already disbursed be repaid to it, and upon such demand the Grantee shall repay such amount to the Council.

c. Enforce any additional remedies the Council may have at law or in equity.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives.

METROPOLITAN COUNCIL

By: _____
Regional Administrator, successor, or delegate

Date: _____

GRANTEE:

The Grantee certifies that the appropriate person(s) have executed the this agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

_____
Printed Name and Title

Date: _____

EXHIBIT A

(Application from community)

Metropolitan Council Water Efficiency Grant Application Form

Applicant Information:

Municipality: City of Cottage Grove

Municipal Utility: Cottage Grove Public Works

Mailing Address: 12800 Ravine Parkway South, Cottage Grove, MN 55016

Primary Contact Information: Municipality primary authorized representative (all correspondence regarding the Water Efficiency Grant Program should be addressed to individual named below):

NAME: Joe Fox

TITLE: Project Engineer

STREET: 12800 Ravine Parkway South

CITY, ZIP: Cottage Grove, MN 55016

PHONE: 651-458-2826

EMAIL: joefox@cottagegrovemn.gov

Secondary Contact Information: Municipality secondary authorized representative:

NAME: Ryan Burfeind

TITLE: Public Works Director/City Engineer

STREET: 12800 Ravine Parkway South

CITY, ZIP: Cottage Grove, MN 55016

PHONE: 651-458-2899

EMAIL: rburfeind@cottagegrovemn.gov

Municipal Total Per Capita Water Use (2020): 95.2 (gallons per person-day)

Municipal Residential Per Capita Water Use (2020): 65.2 (gallons per person-day)

Municipal Ratio of Peak Month to Winter Month Water Use (2020): 3.1

Municipality's estimated annual water savings from proposed program: 2,352,000 (gallons)

Program Design:

Requested Grant Amount (must equal 80% of total program budget): $ 50,000

Required Municipality Matching Amount (must equal 20% of total program budget): $ 12,500

Total Program Budget (Requested Grant Amount + Match): $ 62,500

Example Calculation:

Requested Grant Amount	$16,000 (80% of total)
Required Municipality Matching Amount	$4,000 (20% of total)
Total Program Budget	$20,000 (100% of total)

Will your program be a grant program or rebate program? Rebate

Estimated Number of Items:

Item	Estimated Number
Toilets	117
Irrigation Controllers	
Clothes Washing Machines	127
Irrigation Spray Sprinkler Bodies	
Irrigation System Audits	
Dishwashers	127

Project Work Plan and Schedule:*

Task Description	Responsible Person	Start Date	Completion Date
Obtain City Council Approval Sign Grant Agreement with Met Council	Engineering - Joe Fox	5/18/22	5/25/22
Create Rebate Program Revise our Laserfiche Forms application process to allow residents to get rebates for dish washers as well as toilets and clothes washers.	Engineering - Joe Fox	5/25/22	6/1/22
Rebate program administration: processing of rebate applications will be done by engineering staff; administrative staff will maintain the application process; finance staff will send rebate checks.	Engineering - Joe Fox	7/1/22	6/30/24
Advertising rebate program: communications staff will advertise program on City social media and in monthly newsletter	Engineering - Joe Fox	7/1/22	6/30/24
Quarterly Reporting to Metropolitan Council	Engineering - Joe Fox	7/1/22	6/30/24

*** Municipality may create own project plan and schedule form**

Communications to Property Owners:

How will your program be advertised (check all that apply):

Newsletter X

Print Media ____

Email ____

Twitter X

Website X

Radio ____

Television ____

Facebook X

Nextdoor ____

Other Social Media X

Please attach examples of proposed newsletter, print media, or email communications.

Critical Points to Remember:

- The applying municipality must be served by a municipal public water supply system
- New construction and new developments are not eligible
- A portion of each eligible activity's cost must be paid by the property owner
- Funds are for rebates or grants only; consulting and city staff time are ineligible
- Grant recipients must display the Clean Water, Land and Legacy Amendment logo and the Metropolitan Council logo on program-related web pages and paper communications

EXHIBIT B

Clean Water Fund Water Efficiency Grant Program Overview & Goal, Structure, and Qualified Activities (should anything herein be contradicted by the Agreement language, the Agreement terms prevail).

Metropolitan Council
Water Efficiency Grant Program

Overview

The Metropolitan Council (Council) will implement a water efficiency grant program effective July 1, 2022 to June 30, 2024. Grants will be awarded on a competitive basis to municipalities that are served by a municipal water system.

The Council will provide 80% of the program cost; the municipality must provide the remaining 20%. Municipalities will use the combined Council and municipality funds to run their own grant or rebate programs.

Grants will be made available in amounts with a minimum of $5,000 and a maximum of $50,000. Grantees will be required to provide estimated water savings achieved through this program for Clean Water, Land & Legacy Amendment reporting purposes.

Legislative Directive - Minnesota 2021 Session Law

> $625,000 the first year and $625,000 the second year are for the water demand reduction grant program to encourage municipalities in the metropolitan area to implement measures to reduce water demand to ensure the reliability and protection of drinking water supplies. Fiscal year 2022 appropriations are available until June 30, 2023, and fiscal year 2023 appropriations are available until June 30, 2024.

Grant Program Goal

The goal of the water efficiency grant program is to support technical and behavioral changes that improve municipal water use efficiency in the seven-county metropolitan area.

Critical Points to Remember

- The applying municipality must be served by a municipal public water supply system
- New construction and new developments are not eligible
- A portion of each eligible activity's cost must be paid by the property owner
- Funds are for rebates or grants only; consulting and city staff time are ineligible
- Grant recipients must display the Clean Water, Land and Legacy Amendment logo and the Metropolitan Council logo on program-related web pages and paper communications

Grant Program Structure: Administration and Funding

The Water Efficiency Grant Program will be administered by Metropolitan Council Environmental Services (MCES) and will be funded with $1,000,000 appropriated by the 2021 Minnesota Legislature. Grant applications will be reviewed and ranked by the MCES Water Supply Planning Unit staff. The remaining $250,000 of this funding has been allocated to a different municipal water efficiency grant project.

Grants are only for water efficiency programs offering rebates or grants to property owners who are customers of the municipal water supply system and who replace specified water using devices with approved devices that use substantially less water.

Grants will be awarded to municipalities in amounts ranging from $5,000 to $50,000 for providing rebates or grants to property owners. Municipalities will be responsible for the design and operation of their rebate or grant program and its details. Grant payments to the municipality will be for 80% of approved program amounts. The municipality must provide the remaining 20% of the granted/rebated amount to the property owner. Municipality rebates or grants are eligible for reimbursement on device replacements conducted July 1, 2022 through June 30, 2024.

Here is an example of the grant funding design:

Metropolitan Council Grant Amount	$16,000 (80% of total)
Municipality Match	$4,000 (20% of total)
Municipality Grant/Rebate Program Total	$20,000 (100% of total)

Eligibility

This grant program is limited to municipalities in the seven-county metropolitan area.

Municipalities eligible per above must apply to participate and, if approved, sign a standard Council Grant Agreement, before any eligible rebates or grants can be submitted for reimbursement. Agreements shall require that municipalities:

- Entirely pass through grants received (as is being done by MCES)
- Verify purchase of devices to receive grants
- Retain records and cooperate with any audits
- Conduct all communications with property owners and ensure all written communications to property owners include both the Clean Water, Land and Legacy Amendment and the Metropolitan Council's logo
- Provide quantitative information for state reporting purposes

Eligible water efficiency devices consist of the following:

- Toilet replacement with a US EPA WaterSense labeled toilet
- Irrigation controller replacement with a US EPA WaterSense labeled controller, either weather-based or soil moisture-based
- Clothes washing machine replacement with a US DOE Energy Star labeled clothes washing machine
- Irrigation spray sprinkler body replacement with a US EPA WaterSense labeled spray sprinkler body
- Irrigation system audit by an Irrigation Professional certified by a US EPA WaterSense program
- Residential dishwasher replacement with a US DOE Energy Star labeled residential dishwasher

Expenses eligible for reimbursement are the out-of-pocket cost of the device and its installation only, not to include any owner labor costs. In addition, new construction and new developments are ineligible, as this program is intended as a current infrastructure replacement program.

Application Process

- Applicants must be served by a municipal public water supply system

- Municipalities will submit MCES supplied application form by March 31, 2022. Required information includes:
    - the municipality's rebate or grant program design and work plan
    - proposed examples of communications to property owners
    - requested total grant amount
    - estimated annual amount of water saved by the applying municipality
- Application form is available at: https://metrocouncil.org/Wastewater-Water/Funding-Finance/Available-Funding-Grants.aspx
- Submit competed application to: brian.davis@metc.state.mn.us
- Metropolitan Council will notify municipalities of grant awards and provide grant agreements by April 29, 2022.

Proposal Selection Criteria

In the event that funds requested exceed funds available, the following criteria will be used to determine the amount granted to a given municipality:

- Municipalities with identified water supply issues in Master Water Supply Plan Community Profiles or Local Water Supply Plans
- Municipalities' ratio of peak monthly water use to winter monthly water use
- Municipalities' average residential per capita water use
- The order in which applications are received and until grant funds are completely committed

Funding Process and Reporting Requirements

- Utilizing forms provided by MCES, the following information must be reported on a quarterly basis:
    - Number, type and amount of rebates or grants provided to property owners, along with each property address
    - Estimated annual gallons of water saved per device installation
    - Municipality matching funds disbursed
    - Number of unmet funding requests from property owners, if any
- Upon review and confirmation of the above information, MCES will process a grant payment in the amount of 80% of approved total rebates or grants for the reporting period.
- MCES will provide confirmation of grant balances available upon request and reserves the right to amend grant agreements, in collaboration with grantee municipality, if quarterly reporting indicates rebate or grant programs will not fully utilize grant awards within the grant period.

Qualified Activities

- Residential dishwasher replacement with a US DOE Energy Star labeled residential dishwasher:

  https://www.energystar.gov/products/dishwashers

- Toilet replacement with a US EPA WaterSense labeled toilet:

  https://lookforwatersense.epa.gov/products/Product-Search-Results-Toilets.html

- Irrigation controller replacement with a US EPA WaterSense labeled controller, either weather-based or soil moisture-based:

  https://lookforwatersense.epa.gov/products/Product-Search-Results-IrrigationController.html
  https://lookforwatersense.epa.gov/products/Product-Search-Results-SoilMoistureBasedIrrigationController.html

- Clothes washing machine replacement with a US DOE Energy Star labeled clothes washing machine: https://www.energystar.gov/productfinder/product/certified-clothes-washers/results
- Irrigation spray sprinkler body replacement with a US EPA WaterSense labeled spray sprinkler body: https://lookforwatersense.epa.gov/products/Product-Search-Results-Sprinkler.html
- Irrigation system audit by an Irrigation Professionals certified by a US EPA WaterSense program: https://lookforwatersense.epa.gov/pros/

Reporting Example

							Calculated Totals:			
Property Street Address and Zip Code	(Select) Property Type:	(Select) Water Device Replaced:	Cost per Device ($):	# of Devices:	Rebate or Grant per Device ($)	Est. Annual Water (Gallons) Saved Per Device:	Total Rebate or Grant	Municipality Contribution:	Eligible Grant Amount	Estimated Annual Water Saved (Gallons):
2094 Proviso Avenue	Residential	Clothes Washer	$800.00	1	$200.00	5,000	$200.00	$40.00	$160.00	5,000
3452 Enola Drive	Residential	Irrigation Controller	$250.00	1	$150.00	20,000	$150.00	$30.00	$120.00	20,000
994 Argentine Place	Residential	Irrigation Controller	$200.00	1	$150.00	20,000	$150.00	$30.00	$120.00	20,000
5377 Shoreham Way	Residential	Toilet	$350.00	1	$125.00	7,000	$125.00	$25.00	$100.00	7,000

EXHIBIT C Revision # [ ]

METROPOLITAN COUNCIL ENVIRONMENTAL SERVICES

2022-2024 CLEAN WATER FUND WATER EFFICIENCY GRANT PROGRAM
GRANT AMENDMENT FORM

NOTICE TO GRANTEE: Submission of this form is required to modify your city's agreement with Metropolitan Council Environmental Services (MCES) 2022-2024 Clean Water Fund Water Efficiency Grant Program (Grant Program).

After determination of your city's initial grant amount, completion and submission of this form is necessary when 1) you are requesting additional grant funds to meet unexpected rebate or grant demand, or 2) when your city has determined that the previously approved program's rebate or grant demand will not be met, requiring less grant funds than anticipated when the agreement was signed.

The process for modifying your agreement is as follows:

1. Your City's authorized representative submits one signed copy of Exhibit C to MCES, with an attachment itemizing requests for changes to prior granted amounts.
2. Upon receipt of signed Exhibit C, MCES Program Administrator obtains Council authorized signatures that modifies the agreement and returns a fully signed copy of Exhibit A indicating new grant amount to City's designated authorized representative.

Instructions: Indicate the date of your change request in #1 box. Indicate the number of this particular change request in #2 box (and in box at top of page – must match). Enter the current grant agreement amount (as MCES approved) in #3 box. If you wish to <u>increase</u> your municipality's grant amount, enter the amount you are requesting in #4 box. If you wish to <u>decrease</u> your grant amount due to less demand than anticipated, enter the amount in #5 box. Enter in #6 box the amount derived from adding #3 to #4 or derived from subtracting #5 from #3.

Grant Agreement # [ ]

1. Date of change request: [ ]

2. Change request number: [ ]

3. Current Grant Agreement Amount (as MCES approved): [ ]

4. Increase due to request for additional funding: ☐

5. Decrease due to less demand: ☐

6. Amended Grant Agreement Amount requested: ☐

CITY NAME:_____

CITY AUTHORIZED REPRESENTATIVE (signature and date):

MCES PROGRAM ADMINISTRATOR APPROVAL (signature and date):

COUNCIL AUTHORIZED SIGNATURE AND DATE

Questions may be directed to the MCES Authorized Representative:

Brian Davis
MCES Principal Engineer
390 Robert Street North
St. Paul, MN 55101-1805
Phone: (651) 602-1519
Email: brian.davis@metc.state.mn.us

City Council Action Request

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Meeting Date	6/1/2022
Department	Community Development
Agenda Category	Consent Agenda
Title	Joint Powers Agreement Between Cottage Grove and Hastings for Certain Building Inspections per the Department of Labor and Industry
Staff Recommendation	Adopt Resolution 2022-098 approving the Joint Powers Agreement between the City of Hastings and the City of Cottage Grove for inspection coverage on public buildings and state licensed facilities.
Budget Implication	N/A

Attachments

JPA CG & Hastings CC Memo.tif	5.3MB
JPA CG & Hastings Resolution.tif	780.11KB
JPA Cottage Grove Hastings.tif	451.61KB

Cottage Grove
Where Pride and Prosperity Meet

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

FROM: Christine Costello, Community Development Director

DATE: May 25, 2022

RE: Joint Powers Agreement Between Cottage Grove and Hastings for Certain Building Inspections per the Department of Labor and Industry

---

Introduction

The State of Minnesota's Department of Labor and Industry (DLI) requires municipalities to have a delegation agreement with the DLI for building plan review and building inspections of State licensed facilities and public buildings. These types of State and public buildings include:

Public Buildings

- School district building and/or charter school building project including accessory uses such as a bus garage, field house, stadium, etc.
- State colleges or state vocational school buildings
- Buildings or facilities owned, built, or paid for by any state agency (i.e. MnDOT, DNR, etc.)

State-Licensed Facilities

- Hospital
- Nursing home
- Supervised living facility
- Free-standing outpatient surgical center
- Correctional facility
- Boarding care home
- Residential hospice

The City of Cottage Grove's Chief Building Official Andrew McLean has his state delegation for both building plan review and inspections. The DLI currently requires that cities have a backup for building plan review and building inspections in case that municipality's Chief Building Official is unavailable.

The City of Hastings reached out to Cottage Grove requesting to be each other's back up for building inspections of state licensed facilities and public buildings only. Cottage Grove currently has a backup for building plan review from our Building Plan Reviewer Mike Fricke who was previously with the State's Building Division.

Building inspection coverage for Cottage Grove and Hasting's state licensed facilities and public buildings will only be on an as needed basis. For example, if one of the Chief Building Officials was on medical leave, the other Building Official would be able to conduct the inspections for that city. Compensation for work done in each other's communities would be invoiced at a rate of $85.00 per hour.

Recommendation

That the City Council adopt the resolution approving the Joint Powers Agreement between the City of Hastings and the City of Cottage Grove for inspection coverage on public buildings and state licensed facilities.

Attachments:
Resolution
Joint Power Agreement

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2022-098

RESOLUTION AUTHORIZING A JOINT POWERS AGREEMENT BETWEEN THE CITY OF HASTINGS AND THE CITY OF COTTAGE GROVE FOR INSPECTION COVERAGE

WHEREAS, pursuant to a delegation agreement with the Minnesota Department of Labor and Industry ("DLI"), the City's Building Official is authorized to conduct inspections involving public buildings and state-licensed facilities; and

WHEREAS, DLI has recently requested that the City have back-up support in the event of the Building Official's absence; and

WHEREAS, the City of Hastings is in a similar predicament and has indicated that it is willing to offer reciprocal services when each City's Building Official is unavailable.

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, as follows:

1. The Joint Powers Agreement between the City of Hastings and the City of Cottage Grove for Inspection Coverage of Public Buildings and State License Facilities is hereby approved, subject to minor modification by the City Attorney; and
2. The appropriate parties are authorized to execute the Agreement.

Passed this 1st day of June 2022.

_____
Myron Bailey, Mayor

Attest:

_____
Tamara Anderson, City Clerk

JOINT POWERS AGREEMENT
BETWEEN THE CITY OF HASTINGS AND THE CITY OF COTTAGE GROVE FOR INSPECTION COVERAGE ON PUBLIC BUILDINGS AND STATE LICENSED FACILITIES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of June, 2022 ("Effective Date") by and between the City of Cottage Grove, 12800 Ravine Parkway South, Cottage Grove, MN 55016 ("Cottage Grove") and the City of Hastings, 101 4th Street East, Hastings, MN 55033 ("Hastings"), or collectively "City."

WHEREAS, pursuant to the provisions of Minn. Stat. § 471.59, cities are authorized to enter into an agreement to exercise jointly or cooperatively governmental powers common to each and to permit one governmental entity to perform services or functions for or with another governmental unit; and

WHEREAS, the Minnesota Department of Labor and Industry ("DLI") has entered into a delegation agreement with each City that each City's Building Official is authorized to conduct inspections involving public buildings and state-licensed facilities; and

WHEREAS, each City desires to offer reciprocal services from the other when each City's Building Official is unavailable.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed, by and between the parties as follows:

1. PURPOSE.

The purpose of this Agreement is to provide reciprocal coordinated inspection coverage for public buildings and state-licensed facilities, on an as needed basis, as more fully described herein.

2. TERM.

This Agreement will become effective on the Effective Date. This Agreement may be terminated with or without cause by either City upon thirty (30) days' written notice to the City.

Notwithstanding the above, either City may immediately terminate this Agreement at any time if the health, safety, or welfare of any person receiving services or entitled to receive services under this Agreement is at risk.

3. AUTHORIZED REPRESENTATIVE AND NOTICES.

The named persons, in the positions stated below, or their successors in title, are designated the Authorized Representatives of the parties for purposes of this Agreement. Notifications required to be provided by the terms of this Agreement and invoices, if any, to be submitted and payments

made shall be provided to the following named persons unless otherwise stated in this Agreement:

IF TO HASTINGS:

Dan Wietecha, City Administrator
101 4th Street East
Hastings, MN 55033
dwietecha@hastingsmn.gov

IF TO COTTAGE GROVE:

Jennifer Levitt, City Administrator
12800 Ravine Parkway South
Cottage Grove, MN 55016
jlevitt@cottagegrovemn.gov

4. JOINT RESPONSIBILITIES.

The Parties will:

A. Each employ its own Building Official who has a delegation agreement with DLI in which DLI has authorized the Building Official to administer inspection duties in all public buildings and state-licensed facilities.

B. Agree to provide the Building Official for on-call or scheduled inspections. Advanced notice of inspections is preferred.

C. Provide access to specific projects plan review, file contents, and plan sets in advance of any inspection. Such files shall be provided electronically when possible.

D. Provide workspace for the delegated Building Official to work when performing services under this Agreement at the other City, with office supplies and materials necessary to carry out the work as needed.

5. COMPENSATION.

For calendar year 2022, compensation shall be at a rate of $85.00 per hour. Invoices shall be sent monthly and shall be paid within 30 days of receipt. This rate may be adjusted on an annual basis upon mutual written agreement of the Authorized Representatives.

6. INDEPENDENT CONTRACTOR.

It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint ventures, or associates between the parties hereto or as constituting either City's Building Official as the employee of the other City for any purpose or in any manner whatsoever. Each Building Official shall remain an employee of its own City while performing services pursuant to this Agreement.

7. LIABILITY AND INDEMNIFICATION.

A. Each City agrees to indemnify, defend and hold harmless the other, its officers, agents and employees against any and all liability, loss, costs, damages, claims or actions its officers, agents or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the indemnifying party, its officers, agents, or employees, in the execution, performance or failure to adequately perform its obligations pursuant to this Agreement.

B. To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, subd. 1 a, provided further that for purposes of the statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party. Each party also specifically intends that the single tort cap limits specified for cooperative agreements under Minn. Stat.§ 471.59, subd. l a, or as such statute may be amended or modified from time to time, shall apply to this Agreement and to the activities of the parties hereunder. The statutory limits for the parties may not be added together or stacked to increase the maximum amount of liability for either party.

C. Each party to this Agreement shall be liable for the acts of their own officers, employees, and/or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees, and/or agents. It is understood and agreed the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws govern liability arising from the parties' acts or omissions. Each party warrants they can comply with the indemnity requirements through an insurance or self-insurance program and each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466.

8. NON-ASSIGNABILITY.

Neither City shall assign any interest in this Agreement and shall not transfer any interest in the same, whether by subcontract, assignment or novation, without the prior written consent of the other City.

9. DATA PRACTICES.

The parties will comply with all applicable data practices laws, including but not limited to the Minnesota Government Data Practices Act (MGDPA), Minn. Stat. Ch. 13 and the Minnesota Rules implementing the MGDPA, as amended, as well as any applicable state or federal laws on data privacy and security. The parties are mindful that when exchanging private data only the minimum necessary will be provided.

All data created, collected, received, stored, used, maintained, or disseminated by the parties in the performance of their roles and responsibilities are subject to the requirements of the MGDPA, the Minnesota Rules implementing the MGDPA, as amended, as well as any applicable state or federal laws on data privacy and security.

The terms of this Section shall survive the termination or expiration of the Agreement.

10. COMPLIANCE WITH APPLICABLE LAW.

Each City agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to its performance of the provisions of this Agreement.

11. AMENDMENTS.

Other than as authorized in Section 5, any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and duly signed by both parties.

12. INTERPRETATION OF AGREEMENT; VENUE.

This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in district court in Washington County, Minnesota.

13. ENTIRE AGREEMENT.

This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

CITY OF HASTINGS

By:_____
Mary Fasbender
Its Mayor

By:_____
Kelly Murtaugh
Its City Clerk

CITY OF COTTAGE GROVE

By:_____
Myron Bailey
Its Mayor

By:_____
Tamara Anderson
Its City Clerk

City Council Action Request

7J

Meeting Date	6/1/2022
Department	Public Works
Agenda Category	Consent Agenda
Title	Authorize Statewide Public Works Mutual Aid Pact
Staff Recommendation	Adopt Resolution 2022-099 authorizing the Statewide Public Works Mutual Aid Pact.
Budget Implication	N/A

Attachments

PW Mutual Aid CC Memo.tif	6.36MB
PW Mutual Aid Pact Agreement.tif	10.61MB
PW Mutual Aid Resolution.tif	555.61KB

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

From: Ryan Burfeind, PE, Public Works Director/City Engineer

Date: May 27, 2022

Re: Authorize Statewide Public Works Mutual Aid Pact

Background

In recent months, Cottage Grove has been working with Washington County on the Fencing Consortium Joint Powers Agreement. This consortium, which will include other counties in the metro area, is being created to purchase and make available anti-scaling fencing for its members. By creating the consortium, the price of this fencing will be spread across its members at a very low cost per agency. In order to join this consortium, agencies must be a member of the Statewide Public Works Mutual Aid Pact, which Cottage Grove is not currently.

Discussion

The purpose of the Statewide Public Works Mutual Aid Pact is to provide a process for local units of government to share public works personnel and equipment with participating agencies. There is no membership or fixed cost to participate in this public works mutual aid pact. Staff has reviewed this program and is recommending Cottage Grove become a member. Outside of the need to join this Pact to become a member of the Fence Consortium, it will provide a valuable resource of being able to request assistance from other Public Works agencies across the State. Mutual aid agreements have been common for Public Safety, and it will be a great benefit to Cottage Grove to be part of a similar formal agreement for Public Works.

This agreement does not only need to be used during emergency situations, but rather may be leveraged for routine circumstances such as training efforts and maintenance operations as well, if desired. The decision when to request assistance or to provide assistance is left entirely to the discretion of the requesting and/or sending party. The sending party has the full discretion of whether to provide personnel or equipment and can recall such assistance at any time.

If resources are requested, it should be expected that those costs would be invoiced; however, the agreement says that “charges may be levied” so it is the decision of the sending party whether or not to invoice the receiving party. The agreement also speaks to responsibility and liability. Each party shall be responsible for its own personnel or damaged equipment for example. Responding personnel shall be deemed to be performing regular duties for each respective sending party for purposes of workers compensation.

Hennepin County Emergency Management (HCEM) has volunteered to serve as the administrative coordinator for this agreement among local units of government. This agreement will better

position the City to coordinate and work with its partnering agencies through a formalized agreement.

Recommendation

It is recommended that the City Council adopt a resolution authorizing the Statewide Public Works Mutual Aid Pact.

STATE OF MINNESOTA
PUBLIC WORKS
MUTUAL AID PACT

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PUBLIC WORKS JOINT POWERS
MUTUAL AID AGREEMENT

FOREWORD

The general purpose of this Public Works Joint Powers Mutual Aid Agreement ("Agreement") is to provide a process for units of government to share public works personnel and equipment with other agencies within the State of Minnesota. This Agreement specifically allows a requesting party to select the resources that best meets the needs of a given situation. A requesting party may call upon any other participating party for mutual aid. There is no requirement to make requests through a particular party. In addition, this Agreement should not be interpreted as being limited to providing resources to deal with only major catastrophic situations. Participating parties can utilize the resources for many reasons including routine circumstances such as training efforts, maintenance operations, joint-projects, and back-up support service. This Agreement provides the flexibility for all units of government to use the resources located among all participating parties in the State of Minnesota.

The decision as to when to invoke mutual aid and whether to respond is left to the discretion of the requesting or sending party. Each unit of government should acquaint supervisory personnel with any internal procedures used for mutual aid. While the Joint Powers Agreement does not require particular words or actions to initiate mutual aid, agencies should be clear about whether mutual aid is being requested and what type of assistance is requested. The responding agency should also be clear about what, if any, assistance they will provide in response to the request. Parties should not self-deploy.

Furthermore, each staff member within a department should have a basic familiarity with mutual aid, the responsibilities when reporting to another unit of government and the protections afforded under the unit of government's workers' compensation.

For liability reasons, management of a mutual aid situation is under the control of the requesting party. However, the sending party has discretion whether to provide personnel or equipment and can recall such assistance at any time.

While there is no hard and fast time limit related to requests for mutual aid, the commitment of resources can be taxing on agencies. In addition, in some situations an advantage can be gained by ending a mutual aid request and entering into a different form of contractual assistance.

In order to keep this mutual aid agreement closer to local level of government, Hennepin County Emergency Management ("HCEM") has volunteered to serve as the administrative coordinator for the units of government entering into this Agreement. When a community adopts this Agreement a fully executed copy of the Agreement needs to be forwarded to HCEM.

Each unit of government is responsible for entering and updating available unit of government resources. Resources will now be listed online in a mutually agreed upon resource management database. The parties to this Agreement are solely responsible for updating their available resources in the agreed upon database.

The effective date for this Agreement is October 1, 2018. This date was established to allow enough time for agencies to receive the appropriate authority. Participation can be started upon execution of the Agreement and is effective for a unit of government upon its submission of the signed Agreement to HCEM. Agencies that elect not to participate in the Agreement may be bound by other existing mutual aid agreement or state statutes.

PUBLIC WORKS JOINT POWERS MUTUAL AID AGREEMENT

This Public Works Joint Powers Mutual Aid Agreement ("Agreement") is formed and entered into effective as of the 1st day of October, 2018 by and among the governmental units that have executed this document as evidenced by the signature pages attached hereto (individually, a "Party" and collectively, the "Parties").

I. GENERAL PURPOSE

The general purpose of this Agreement is to provide a means by which a Party may request and obtain public works assistance from one or more other Parties when the Party determines such public works assistance is necessary. This Agreement is made pursuant to Minnesota Statutes, section 471.59, which authorizes the joint or cooperative exercise of powers common to the Parties.

II. DEFINITION OF TERMS

For the purposes of this Agreement, the terms defined in this section shall have the following meanings:

Subd. 1. **Eligible Party**. "Eligible Party" means a "governmental unit" as defined by Minnesota Statues, section 471.59, subdivision 1.

Subd. 2. **Public Works Assistance**. "Public Works Assistance" means equipment and personnel including, but not limited to, licensed staff, professional engineers, and non-licensed personnel that are used for activities related to streets, water, stormwater, wastewater, sewers, parks, transit, buildings/facilities, airports, and all other public works programs.

Subd. 3. **Party and Parties**. "Party" means an Eligible Party that elects to participate in this Agreement by the authorization of its governing body. "Parties" means more than one Party to this Agreement.

Subd. 4. **Requesting Official**. "Requesting Official" means a person who is designated by the Requesting Party to request Public Works Assistance from another Party.

Subd. 5. **Requesting Party**. "Requesting Party" means a Party that requests Public Works Assistance from another Party.

Subd. 6. **Sending Official**. "Sending Official" means a person who is designated by a Party to determine whether and to what extent that Party should provide Public Works Assistance to a Requesting Party.

Subd. 7. **Sending Party**. "Sending Party" means a Party that provides Public Works Assistance to a Requesting Party.

Subd. 8. **HCEM**. "HCEM" means the Hennepin County Emergency Management or designee.

III. PARTIES

The Parties to this Agreement shall consist of as many Eligible Parties that have approved this Agreement by October 1, 2018. Additional Eligible Parties shall become a Party on the date this Agreement is approved and executed by the Party's governing body.

Upon approval by a Party, the executed signature page of this Agreement shall be sent to the HCEM along with a resolution approving this Agreement.

IV. PROCEDURE

Subd. 1. **Designate Officials**. Each Party shall designate, and keep on file with the HCEM, the name of the person(s) of that Party who shall be its Requesting Official and Sending Official. A Party may designate the same person as both the Requesting Official and the Sending Official. Also, a Party may designate one or more persons to serve as an alternate in the absence of a designated official.

Subd. 2. **Request for Assistance**. Whenever, in the opinion of a Requesting Official of a Party, there is a need for Public Works Assistance from another Party, such Requesting Official may, at his or her discretion, call upon the Sending Official of any other Party to furnish Public Works Assistance.

Subd. 3. **Response**. Upon the receipt of a request for Public Works Assistance from a Party, the Sending Official may authorize and direct personnel and equipment of the Sending Party be sent to the Requesting Party. Whether the Sending Party provides such Public Works Assistance to the Requesting Party and, if so, to what extent such Public Works Assistance is provided shall be determined solely by the Sending Official (subject to such supervision and direction as may be applicable within the governmental structure of the Party by which they are employed). Failure to provide Public Works Assistance will not result in liability to a Party and each Party hereby waives all claims against another Party for failure to provide Public Works Assistance.

Subd. 4. **Back-Up Assistance**. When a Sending Party provides Public Works Assistance under the terms of this Agreement, it may in turn request Public Works Assistance from other Parties as "back-up" during the period it is it outside of its jurisdiction providing Public Works Assistance to the original Requesting Party.

Subd. 5. **Recalling Assistance**. Whenever a Sending Party has provided Public Works Assistance to a Requesting Party, the Sending Official may at any time recall its personnel and equipment, or any part thereof, if the Sending Official in his or her best judgment deems such recall is necessary to provide for the best interests of the Sending Party's community. Such action will not result in liability to any Party and each Party hereby waives all claims against another Party for recalling Public Works Assistance.

Subd. 6. **Command of Scene**. The Requesting Party shall be in command of all situations where Public Works Assistance is provided. The personnel and equipment of the Sending Party shall be under the direction and control of the Requesting Party until the Sending Party withdraws Public Works Assistance or the Public Works Assistance is no longer needed.

Subd. 7. **Charges**. Charges may be levied by a Sending Party for Public Works Assistance rendered to a Requesting Party under the terms of this Agreement. The Sending Party may submit to the Requesting Party an itemized bill for the actual cost of any Public Works Assistance provided, including salaries, overtime, materials, and supplies, equipment operation, and other necessary expenses. The Requesting Party will reimburse the Sending Party providing the Public Works Assistance for that amount or other such amount as mutually negotiated. Such charges are not contingent upon the availability of federal or state government funds. A Party may request a list of rates from another Party prior to requesting assistance. No charges shall apply to joint training events unless the Parties participating in the particular event agree to a charge in writing prior to the event.

V. RESPONSIBILITY AND LIABILITY

Subd. 1. **Personnel**. Each Party shall be responsible for its own personnel and equipment, and for injuries or death to any such personnel or damage to any such equipment. Responding personnel shall be deemed to be performing their regular duties for each respective Sending Party for purposes of workers' compensation.

Subd. 2. **Worker's Compensation**. Each Party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing Public Works Assistance pursuant to this Agreement. Each Party, and where applicable its insurer or coverage provider, waives the right to sue any other Party for any worker's compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries or death were caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.

Subd. 3. **Damage to Equipment**. Each Party shall be responsible for damages to or loss of its own equipment. Each Party, and where applicable its insurer or coverage provider, waives the right to sue any other Party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other Party or its officers, employees or volunteers.

Subd. 4. **Liability**. For the purposes of the Minnesota Municipal Tort Liability Act (Minnesota Statutes, Chapter 466), the employees and officers of the Sending Party are deemed to be employees (as defined in Minnesota Statutes, section 466.01, subdivision 6) of the Requesting Party.

The Requesting Party agrees to defend and indemnify the Sending Party against any claims brought or actions filed against a Sending Party or any officers, employees, or volunteers of a Sending Party for injury or death to any third person or persons or damage to the property of third persons arising out of the performance and provision of Public Works Assistance pursuant to the Agreement. Under no

circumstances, however, shall a Party be required to pay, on behalf of itself and other Parties, any amount in excess of the limits of liability established in Minnesota Statutes, chapter 466, applicable to any one Party. The limits of liability for some or all of the Parties may not, as provided in Minnesota Statutes, section 471.59, subdivision 1a, be added together to determine the maximum amount of liability for any Party.

The intent of this subdivision is to impose on each Requesting Party a limited duty to defend and indemnify a Sending Party for claims arising within the Requesting Party's jurisdiction subject to the limits of liability under Minnesota Statutes, chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among the Parties and to permit liability claims against the Parties from a single occurrence to be defended by a single attorney. However, the Sending Party, at is option and its own expense, shall have the right to select its own attorney or approve a joint attorney as appropriate, considering potential conflicts of interest. Nothing in this Agreement is intended to constitute a waiver of any immunities and privileges from liability available under federal law or the laws of Minnesota. If a court determines that the liability of a Party or Parties is not subject to the tort caps and liability exceeds the tort cap maximum, a Party shall be subject to liability only for the acts of its officers, employees and volunteers.

No Party to this Agreement nor any official, employee or volunteer of any Party shall be liable to any other Party or to any other person for failure of any Party to furnish Public Works Assistance or for recalling Public Works Assistance.

VI. EFFECTIVE DATE AND MODIFICATIONS

This Agreement shall become effective and operative beginning at 12:01 A.M., local time on October 1, 2018. The HCEM shall maintain a current list of the Parties to this Agreement and, whenever there is a change, shall notify the designated Sending Officials. Notice may be sent to the Sending Officials via email or through the United States Postal Service. No modification of this Agreement shall be effective unless it is reduced to writing and is approved by action of the governing body of each of the then current Parties.

VII. WITHDRAWAL AND TERMINATION

A Party may withdraw from this Agreement by its governing body adopting a resolution to withdraw. Withdrawal is effective after 30 days' written notice is provided to the HCEM. HCEM shall thereupon give notice of such withdrawal, and the effective date thereof, to all other Parties. Parties that have withdrawn may rejoin by following the procedure set forth in this Agreement. This Agreement will terminate with respect to all Parties if the total number of Parties to the Agreement falls below 11. HCEM shall notify the remaining Parties that the Agreement has terminated.

IN WITNESS WHEREOF, the Parties, by action of their respective governing bodies, caused this Agreement to be approved on the dates below.

(Each Party must attach a dated and signed signature
page consistent with that Party's method of executing contracts.)

Entity:_____

Mailing Address:

_____

_____

Adopted on the ___ day of _____,_____.

By:_____

Its:_____

By:_____

Its:_____

Attest:

By:_____

Its:_____

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2022-099

RESOLUTION AUTHORIZING THE PUBLIC WORKS MUTUAL AID PACT

WHEREAS, this agreement provides a process for units of government to share public works personnel and equipment with other agencies within the State of Minnesota; and

WHEREAS, the City of Cottage Grove desires to enter said agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, authorizes the public works mutual aid pact and the City Administrator and Mayor are authorized to sign said agreement.

BE IT FURTHER RESOLVED that the Public Works Director and City Administrator are both designated as the "Requesting Official" and the "Sending Official" for the Public Works Joint Powers Mutual Aid Agreement.

Passed this 1st day of June 2022.

_____
Myron Bailey, Mayor

Attest:

_____
Tamara Anderson, City Clerk

City Council Action Request

Cottage Grove
Where Pride and Prosperity Meet

7K

Meeting Date	6/1/2022
Department	Community Development
Agenda Category	Consent Agenda
Title	Rental License Approvals
Staff Recommendation	Approve the issuance of rental licenses to the properties listed in the attached table.
Budget Implication	N/A
Attachments	Rental License Approvals CC Memo.tif 2.22MB Rental License Approvals Table.tif 4.58MB

Cottage Grove
Where Pride and Prosperity Meet

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

FROM: Samantha Drewry, Code Enforcement Officer

DATE: May 27, 2022

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.

2022 RENTAL LICENSES

CITY COUNCIL APPROVAL - JUNE 1, 2022

RENTAL LICENSE NUMBER	PROPERTY STREET #	PROPERTY STREET NAME	PROPERTY OWNER
RENT-001326-2022	9215	73RD STREET SOUTH	ALDERWOOD, LLC
RENT-001166-2022	8801	IRONWOOD AVENUE SOUTH	AMOS, RICHARD D
RENT-001032-2021	9867	HEATH AVENUE SOUTH	CLIFTON PROPERTIES LLC
RENT-001325-2022	6606	96TH STREET SOUTH	GARRADOW, MESHAN & NEBI, MARTHA
RENT-001002-2021	7592	JENSEN AVENUE SOUTH	GRECZYNA, FRANK
RENT-001320-2022	6841	PINE CREST TRAIL SOUTH	HOMES FOR NOW
RENT-001301-2022	6548	GENEVIEVE TRAIL SOUTH	JOHNSON, TIMOTHY
RENT-001324-2022	6794	PINE CREST TRAIL SOUTH	MARAKI LLC
RENT-001037-2021	12075	GREY CLOUD TRAIL SOUTH	PAS ASSOCIATES
RENT-001082-2021	6732	MEADOW GRASS LANE SOUTH	SEGUI, GUILLERMO
RENT-001085-2021	6996	PINE CREST TRAIL SOUTH	SEGUI, GUILLERMO
RENT-001327-2022	6478	INSPIRE CIRCLE SOUTH	UPWARD AMERICA SOUTHEAST

City Council Action Request

7L

Meeting Date	6/1/2022
Department	Public Works
Agenda Category	Consent Agenda
Title	South District Street & Utility Improvements – Approve Temporary and Permanent Easements
Staff Recommendation	Approve the temporary and permanent easement agreements with Joseph Zywiec and Nora Scribner, subject to minor modifications by the City Attorney.
Budget Implication	N/A
Attachments	Easements-South District Street & Utilities CC Memo.tif 12.91MB Easements-South District Street & Utilities Agreements.tif 63.1MB

Cottage Grove
Where Pride and Prosperity Meet

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

From: Ryan Burfeind, P.E., Public Works Director/City Engineer

Date: June 1, 2022

Re: South District Street & Utility Improvements – Approve Temporary and Permanent Easements

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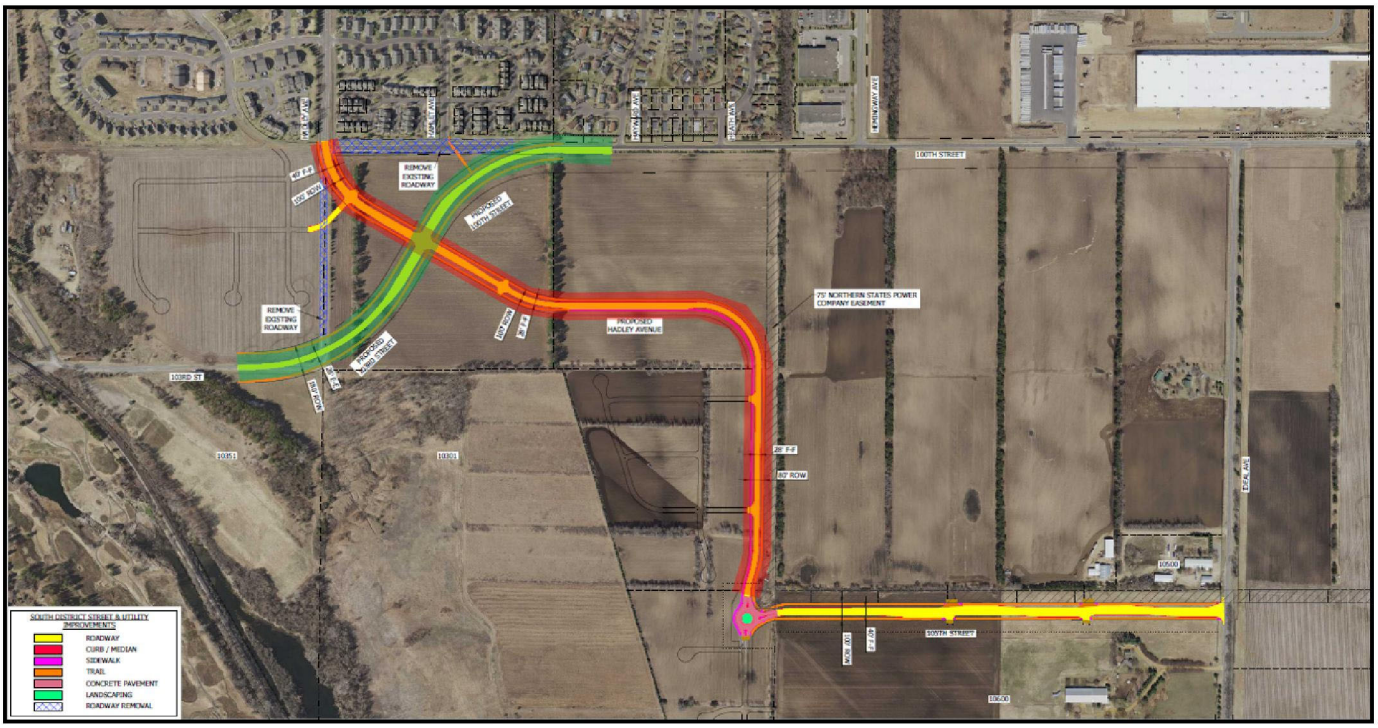
Background

The City is currently working with several property owners interested in selling their property south of 100th Street for residential development, along with potential developers of the land. Currently, the area south of 100th Street has only one public road access on Ideal Avenue. Per the fire code, when more than 30 new housing units are built, a secondary access is required. To facilitate this, the City began work on a new collector roadway, following the comprehensive plan. This includes the extension of Hadley Avenue, highlighted in red below, along with the realignment of 100th Street, highlighted in green. As this new roadway alignment serves multiple properties, it is being built as a City project through the 429 process with assessments to the benefiting parcels.



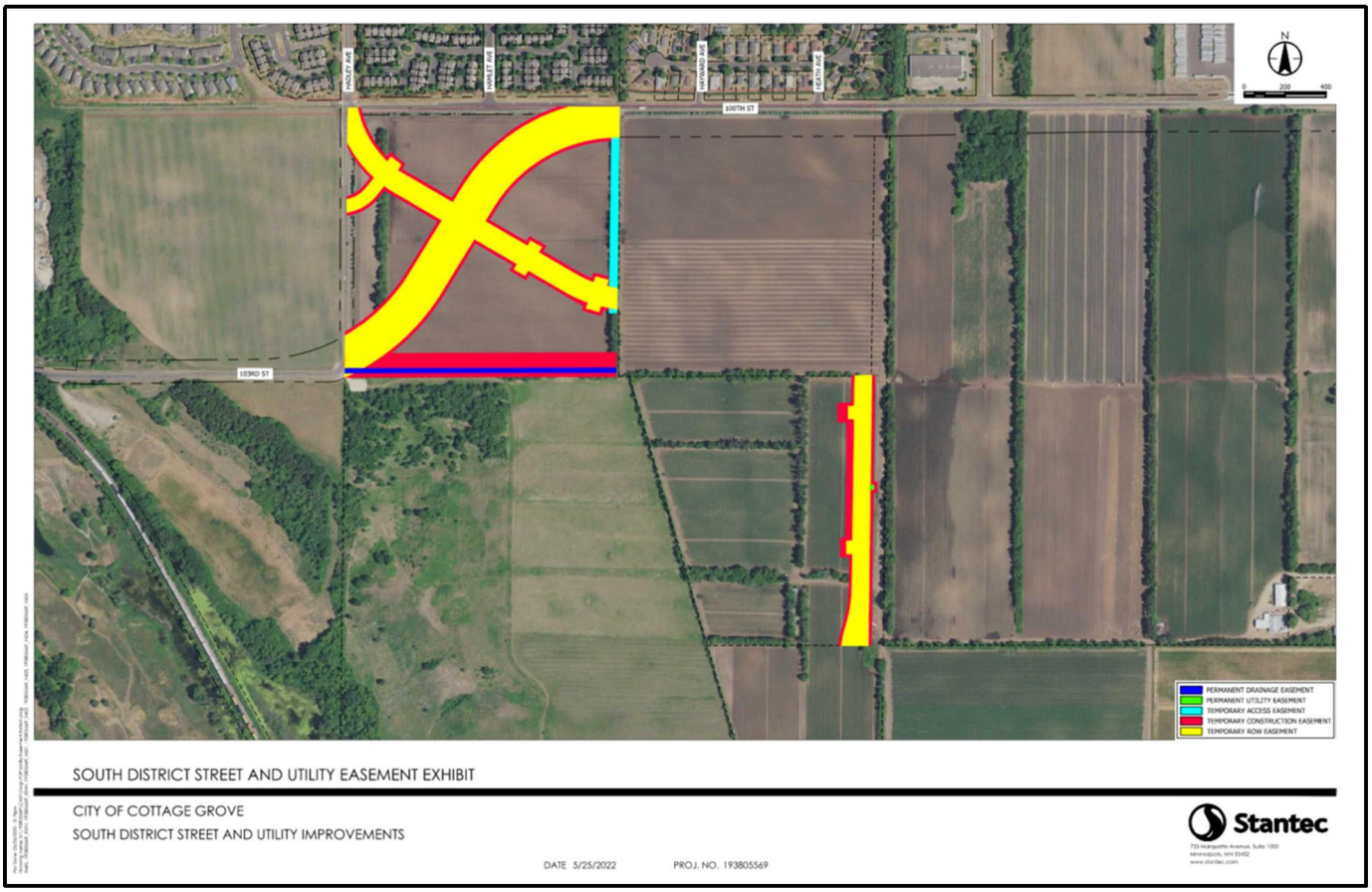
On June 2, 2021, the City Council authorized the preparation of a feasibility report for 105th Street from Ideal Avenue to Hadley Avenue. Since that time, the project has been titled South District Street & Utility Improvements, however, it follows the same scope of work as included in the original approval. On March 16, 2022, the City Council approved the feasibility report and author-

ized the preparation of plans & specifications, which were subsequently approved by the City Council on May 4, 2022. Bids for the project were opened on May 26, 2022.

Deferred Assessment Waiver Agreements were prepared by the City Attorney and signed by all benefiting properties owners. These agreements were approved by the City Council on April 20, 2022. With Deferred Assessment Waiver Agreements signed, a public hearing is not required to order the project.

Discussion

In order to complete the project construction, temporary and permanent easements will be needed from the private property owners as shown in the figure below. Temporary access and temporary construction easements are necessary to install all of the public infrastructure. Temporary right-of-way and permanent drainage and utility easements are also necessary for the city to own and maintain the installed public infrastructure. The temporary right-of-way easement would expire upon platting of the parcel with a future development which would then provide permanent right-of-way to the city.



Recommendation

It is recommended the City Council approve the temporary and permanent easement agreements with Joseph Zywiec and Nora Scribner, subject to minor modifications by the City Attorney.

TEMPORARY RIGHT-OF-WAY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT AGREEMENT ("Easement") is made, granted and conveyed this 27 day of May, 2022, by and between Joseph J. Zywiec and Nora J. Scribner, husband and wife, and Zywiec Family Trust (collectively "Landowner"), and the City of Cottage Grove, a Minnesota municipal corporation ("City"). Landowner in consideration of the sum of One Dollar and other good and valuable consideration to them in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, do hereby grant and convey unto the City, its successors and assigns, this Easement.

PROPERTY DESCRIPTION

Landowner owns real property in Washington County, Minnesota, legally described on Exhibit A (the "Landowner's Property"), attached hereto and incorporated herein by reference.

TEMPORARY RIGHT-OF-WAY EASEMENT DESCRIPTION

The Landowner does hereby grant and convey unto the City, its successors and assigns, the following:

> A temporary right-of-way easement for public street, utility and drainage purposes and all such purposes ancillary, incident or related thereto ("Temporary Right-of-Way Easement") under, over, across, through and upon the real property legally described on Exhibit B and depicted on Exhibit C ("Temporary Right-of-Way Easement Area"), attached hereto and incorporated herein by reference.

The Temporary Right-of-Way Easement shall terminate upon future development of Landowner's Property and at such a time when the right-of-way is dedicated to the City in the Temporary Right-of-Way Easement Area.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

The Landowner does hereby grant and convey unto the City, its successors and assigns, the following:

> A temporary construction easement for grading, sloping and construction purposes in accordance with the plans and specifications provided by the City, and all such purposes ancillary, incident or related thereto ("Temporary Construction Easement") under, over, across, through and upon the real property legally described on Exhibit B and depicted on Exhibit C ("Temporary Construction Easement Area").

The Temporary Construction Easement shall terminate on November 30, 2023.

The Temporary Right-of-Way Easement and the Temporary Construction Easement shall hereinafter be referred to collectively as the "Temporary Easement." The Temporary Right-of-Way Easement Area and Temporary Construction Easement Area shall hereinafter be referred to collectively as the "Temporary Easement Area."

EXEMPT FROM STATE DEED TAX

The rights of the City also include the right of the City, its contractors, agents and servants:

(a) To enter upon the Temporary Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of the Temporary Easement; and

(b) To maintain the Temporary Easement Area, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and

(c) To remove from the Temporary Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the utility pipes, conduits, mains and above ground and below ground drainage facilities and to deposit earthen material in and upon the Temporary Easement Area; and

(d) To remove or otherwise dispose of all earth or other material excavated from the Temporary Easement Area as the City may deem appropriate.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to the Temporary Easement Area or the Landowner's Property prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner or their successors

or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statutes, Chapter 466.

The Landowner, for themselves and their successors and assigns, do hereby warrant to and covenant with the City, its successors and assigns, that they are well seized in fee of Landowner's Property described on Exhibit A, the Temporary Easement Area described on Exhibit B and depicted on Exhibit C and have good right to grant and convey the Temporary Easement herein to the City.

This Easement is binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.

This Easement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

[Remainder of this page has been intentionally left blank]

IN TESTIMONY WHEREOF, the parties have caused this Easement to be executed as of the day and year first above written.

LANDOWNER:

Joseph J. Zywiec

Nora J. Scribner

STATE OF MINNESOTA)
) ss.
COUNTY OF Washington)

The foregoing instrument was acknowledged before me on this 27th day of May, 2022 by Joseph J. Zywiec and Nora J. Scribner, husband and wife.

Notary Public

ALYSSA C. FRASCHT
NOTARY PUBLIC MINNESOTA
My Comm. Expires Jan. 31, 2026

LANDOWNER:
ZYWIEC FAMILY TRUST

Joseph J. Zywiec, Trustee

STATE OF MINNESOTA)
) ss.
COUNTY OF Washington)

The foregoing instrument was acknowledged before me on this 27 day of May, 2022 by Joseph J. Zywiec, as Trustee of the Zywiec Family Trust, on behalf of the trust.

Notary Public

ALYSSA C. FRASCHT
NOTARY PUBLIC MINNESOTA
My Comm. Expires Jan. 31, 2026

CITY:
CITY OF COTTAGE GROVE

By:_____
Myron Bailey
Mayor

By:_____
Tamara Anderson
City Clerk

STATE OF MINNESOTA)
) ss
COUNTY OF WASHINGTON)

On this _____ day of _____, 2022, before me a Notary Public within and for said County, personally appeared Myron Bailey and Tamara Anderson to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and the City Clerk of the City of Cottage Grove, the Minnesota municipal corporation named in the foregoing instrument, and that it was signed on behalf of said municipal corporation by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

_____
Notary Public

THIS INSTRUMENT DRAFTED BY AND
AFTER RECORDING PLEASE RETURN TO:

Korine Land, #262432
LeVander, Gillen, & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

South Half of the Northwest Quarter (S½ NW¼) in Section 29, Township 27, Range 21 EXCEPT that part lying westerly of a straight line drawn from a point on the south line of said Southwest Quarter (SW¼) a distance of 66 feet west of the southeast corner of said Southwest Quarter (SW¼) to a point on the north line of said South Half of the Northwest Quarter (S½ NW¼) a distance of 66 feet east of the northeast corner of the Southwest Quarter of the Northwest Quarter (SW¼ NW¼).

Abstract Property
PID: 29.027.21.23.0002

EXHIBIT B
LEGAL DESCRIPTION OF TEMPORARY EASEMENT AREA

TEMPORARY RIGHT-OF-WAY EASEMENT AREA

A temporary easement for right of way purposes over, under, and across that part of the Southeast Quarter of the Northwest Quarter of Section 29, Township 027, Range 21, Washington County, Minnesota, described as follows:

Commencing at the southeast corner of said Southeast Quarter of the Northwest Quarter; thence South 89 degrees 56 minutes 25 seconds West, assumed bearing along south line of said Southeast Quarter of the Northwest Quarter, a distance of 75.01 feet to the point of beginning; thence North 00 degrees 43 minutes 43 seconds East, 1320.24 feet to the north line of said Southeast Quarter of the Northwest Quarter; thence South 89 degrees 51 minutes 07 seconds West, along said North line of the Southeast Quarter of the Northwest Quarter, 80.01 feet; thence South 00 degrees 43 minutes 43 seconds West, 150.45 feet; thence North 89 degrees 16 minutes 17 seconds West, 30.00 feet; thence South 00 degrees 43 minutes 43 seconds West, 60.01 feet; thence South 89 degrees 16 minutes 17 seconds East, 30.00 feet; thence South 00 degrees 43 minutes 43 seconds West, 600.11 feet; thence North 89 degrees 16 minutes 17 seconds West, 30.00 feet; thence South 00 degrees 43 minutes 43 seconds West, 60.01 feet; thence South 89 degrees 16 minutes 17 seconds East, 30.00 feet; thence South 00 degrees 43 minutes 43 seconds West, 168.91 feet; thence southerly 165.99 feet along a tangential curve concave to the west having a radius of 627.00 feet and central angle of 15 degrees 10 minutes 06 seconds; thence South 15 degrees 53 minutes 49 seconds West, tangent to last described curve, 53.10 feet; thence southerly 67.33 feet along a tangential curve concave to the east having a radius of 490.00 feet and central angle of 07 degrees 52 minutes 23 seconds to said south line of the Southeast Quarter of the Northwest Quarter; thence North 89 degrees 56 minutes 25 seconds East, not tangent to last described curve and along said south line of the Southeast Quarter of the Northwest Quarter, 128.86 feet to the point of beginning.

TEMPORARY CONSTRUCTION EASEMENT AREA

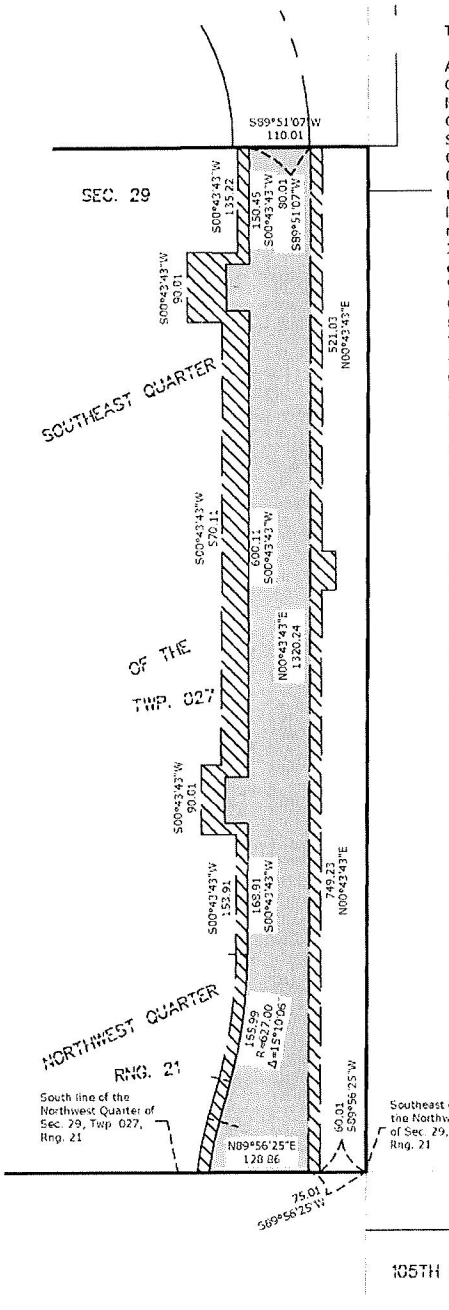
A temporary easement for construction purposes over, under, and across that part of the Southeast Quarter of the Northwest Quarter of Section 29, Township 027, Range 21, Washington County, Minnesota, described as follows:

Commencing at the southeast corner of said Southeast Quarter of the Northwest Quarter; thence South 89 degrees 56 minutes 25 seconds West, assumed bearing along south line of said Southeast Quarter of the Northwest Quarter, a distance of 60.01 feet to the point of beginning; thence North 00 degrees 43 minutes 43 seconds East, 749.23 feet; thence South 89 degrees 16 minutes 17 seconds East, 18.00 feet; thence North 00 degrees 43 minutes 43 seconds East, 50.00 feet; thence North 89 degrees 16 minutes 17 seconds West, 18.00 feet; thence North 00 degrees 43 minutes 43 seconds East, 521.03 feet to the north line of said Southeast Quarter of the Northwest Quarter; thence South 89 degrees 51 minutes 07 seconds West, along said north line of the Southeast Quarter of the Northwest Quarter, 110.01 feet; thence South 00 degrees 43 minutes 43 seconds West, 135.22 feet; thence North 89 degrees 16 minutes 17 seconds West, 65.00 feet; thence South 00 degrees 43 minutes 43 seconds West, 90.01 feet; thence South 89 degrees 16 minutes 17 second East, 45.00 feet; thence South 00 degrees 43 minutes 43 seconds West, 570.11 feet; thence North 89 degrees 16 minutes 17 seconds West, 25.00 feet; thence South 00 degrees 43 minutes 43

seconds West, 90.01 feet; thence South 89 degrees 16 minutes 17 seconds East, 45.00 feet; thence South 00 degrees 43 minutes 43 seconds West, 153.91 feet; thence southerly 162.02 feet along a tangential curve concave to the west having a radius of 612.00 feet and central angle of 15 degrees 10 minutes 06 seconds; thence South 15 degrees 53 minutes 49 seconds West, tangent to last described curve, 53.11 feet; thence southerly 71.52 feet along a tangential curve concave to the east having a radius of 505.02 feet and central angle of 08 degrees 06 minute 52 seconds to said south line of the Southeast Quarter of the Northwest Quarter; thence North 89 degrees 56 minutes 25 seconds East, not tangent to last described curve and along said south line of the Southeast Quarter of the Northwest Quarter, 159.55 feet to the point of beginning.

EXHIBIT C
DEPICTION OF TEMPORARY EASEMENT AREA

COTTAGE GROVE, MINNESOTA



TEMPORARY RIGHT OF WAY EASEMENT

A temporary easement for right of way purposes over, under, and across that part of the Southeast Quarter of the Northwest Quarter of Section 29, Township 027, Range 21, Washington County, Minnesota, described as follows:
Commencing at the southeast corner of said Southeast Quarter of the Northwest Quarter; thence South 89 degrees 56 minutes 25 seconds West, assumed bearing along south line of said Southeast Quarter of the Northwest Quarter, a distance of 75.01 feet to the point of beginning; thence North 00 degrees 43 minutes 43 seconds East, 1320.24 feet to the north line of said Southeast Quarter of the Northwest Quarter; thence South 89 degrees 51 minutes 07 seconds West, along said North line of the Southeast Quarter of the Northwest Quarter, 80.01 feet; thence South 00 degrees 43 minutes 43 seconds West, 150.45 feet; thence North 89 degrees 16 minutes 17 seconds West, 30.00 feet; thence South 00 degrees 43 minutes 43 seconds West, 60.01 feet; thence Southy 89 degrees 16 minutes 17 seconds East, 30.00 feet; thence South 00 degrees 43 minutes 43 seconds West, 600.11 feet; thence North 89 degrees 16 minutes 17 seconds West, 30.00 feet; thence South 00 degrees 43 minutes 43 seconds West, 60.01 feet; thence South 89 degrees 16 minutes 17 seconds East, 30.00 feet; thence South 00 degrees 43 minutes 43 seconds West, 168.91 feet; thence southerly 165.99 feet along a tangential curve concave to the west having a radius of 627.00 feet and central angle of 15 degrees 10 minutes 06 seconds; thence South 15 degrees 53 minutes 49 seconds West, tangent to last described curve, 53.10 feet; thence southerly 67.33 feet along a tangential curve concave to the east having a radius of 490.00 feet and central angle of 07 degrees 52 minutes 23 seconds to said south line of the Southeast Quarter of the Northwest Quarter; thence North 89 degrees 56 minutes 25 seconds East, not tangent to last described curve and along said south line of the Southeast Quarter of the Northwest Quarter, 128.86 feet to the point of beginning.

TEMPORARY CONSTRUCTION EASEMENT

A temporary easement for construction purposes over, under, and across that part of the Southeast Quarter of the Northwest Quarter of Section 29, Township 027, Range 21, Washington County, Minnesota, described as follows:
Commencing at the southeast corner of said Southeast Quarter of the Northwest Quarter; thence South 89 degrees 56 minutes 25 seconds West, assumed bearing along south line of said Southeast Quarter of the Northwest Quarter, a distance of 60.01 feet to the point of beginning; thence North 00 degrees 43 minutes 43 seconds East, 749.23 feet; thence South 89 degrees 16 minutes 17 seconds East, 18.00 feet; thence North 00 degrees 43 minutes 43 seconds East, 50.00 feet; thence North 89 degrees 16 minutes 17 seconds West, 18.00 feet; thence North 00 degrees 43 minutes 43 seconds East, 521.03 feet to the north line of said Southeast Quarter of the Northwest Quarter; thence South 89 degrees 51 minutes 07 seconds West, along said north line of the Southeast Quarter of the Northwest Quarter, 110.01 feet; thence South 00 degrees 43 minutes 43 seconds West, 135.22 feet; thence North 89 degrees 16 minutes 17 seconds West, 65.00 feet; thence South 00 degrees 43 minutes 43 seconds West, 90.01 feet; thence South 89 degrees 16 minutes 17 second East, 45.00 feet; thence South 00 degrees 43 minutes 43 seconds West, 570.11 feet; thence North 89 degrees 16 minutes 17 seconds West, 25.00 feet; thence South 00 degrees 43 minutes 43 seconds West, 90.01 feet; thence South 89 degrees 16 minutes 17 seconds East, 45.00 feet; thence South 00 degrees 43 minutes 43 seconds West, 153.91 feet; thence southerly 162.02 feet along a tangential curve concave to the west having a radius of 612.00 feet and central angle of 15 degrees 10 minutes 06 seconds; thence South 15 degrees 53 minutes 49 seconds West, tangent to last described curve, 53.11 feet; thence southerly 71.52 feet along a tangential curve concave to the east having a radius of 505.02 feet and central angle of 08 degrees 06 minute 52 seconds to said south line of the Southeast Quarter of the Northwest Quarter; thence North 89 degrees 56 minutes 25 seconds East, not tangent to last described curve and along said south line of the Southeast Quarter of the Northwest Quarter, 159.55 feet to the point of beginning.

Temporary Right of Way Easement

Temporary Construction Easement

N

0 100 200

SCALE IN FEET

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: DANIEL J. ROEBER

SIGNATURE:

DATE MAY 13, 2022 LIC. NO. 43133

Stantec
Minneapolis Office
733 Marquette Ave
Suite 1000
Minneapolis, MN 55402
Phone: 612-712-2000
Website:www.stantec.com

SURVEY	193805569_V601.dwg
DRAWN	DJR
PROJ. NO.	193805569

(Top 3 inches reserved for recording data)

AFFIDAVIT OF TRUSTEE (inter vivos Trust)

State of Minnesota, County of Washington

Joseph J. Zywiec, being first duly sworn on oath states, or affirms under penalties of perjury, that:

1. Affiant is the trustee named in that certain Certificate of Trust to which this Affidavit is attached, executed by Affiant or another trustee or the settlor of the trust described in the Certificate of Trust (or set forth in the trust instrument), which relates to real property in Washington County, Minnesota, legally described as follows:

South Half of the Northwest Quarter (S½ NW¼) in Section 29, Township 27, Range 21 EXCEPT that part lying westerly of a straight line drawn from a point on the south line of said Southwest Quarter (SW¼) a distance of 66 feet west of the southeast corner of said Southwest Quarter (SW¼) to a point on the north line of said South Half of the Northwest Quarter (S½ NW¼) a distance of 66 feet east of the northeast corner of the Southwest Quarter of the Northwest Quarter (SW¼ NW¼).

Abstract Property

PID: 29.027.21.23.0002

2. The names and addresses of the trustees empowered under the trust instrument to act at the time of the execution of this Affidavit are as follows:

Joseph J. Zywiec
1299 Palisade Path
Woodbury, MN 55129

3. The trustee who has executed that certain **Easement** instrument (deed, mortgage, or other conveyance), relating to the real property described above, between **Joseph J. Zywiec and Nora J. Scribner, husband and wife, Joseph J. Zywiec, as trustee of Zywiec Family Trust, and the City of Cottage Grove, a Minnesota municipal corporation,** which instrument is dated **May ___, 2022**, (a) are empowered by the provisions of the trust to sell, convey, pledge, mortgage, lease, transfer title to, or release, any interest in real property held in trust; and (b) are the requisite number of trustees required by the provisions of the trust instrument to execute and deliver such an instrument.

4. The trust has not terminated and trust instrument has not been revoked.

5. There has been no amendment to the trust that limits the power of trustees to execute and deliver the instrument described in paragraph 3.

6. The trust is not supervised by any court.

7. Affiants do not have actual knowledge of any facts indicating the trust is invalid.

Affiant

Joseph J. Zywiec

Signed and sworn to (or affirmed) before me on **May** 27, **2022** by **Joseph J. Zywiec**.

(Stamp)

ALYSSA C. FRASCHT
NOTARY PUBLIC MINNESOTA
My Comm. Expires Jan. 31, 2026

(signature of notarial officer)

Title (and Rank): Notary Public

My commission expires: Jan 31 2026
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:

Korine Land, #262432
LeVander, Gillen, & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
(651) 451-1831

(Top 3 inches reserved for recording data)

CERTIFICATE OF TRUST
by Individual

State of Minnesota, County of Washington

Joseph J. Zywiec, being first duly sworn on oath states, or affirms under penalties of perjury, that:

1. The name of the trust, if one is given, is: **Zywiec Family Trust.**

2. The date of the trust instrument is: September 24, 2003.

3. The name and address of each trustee empowered to act under the trust instrument at the time of execution of this Certificate of Trust is:

Joseph J. Zywiec
1299 Palisade Path
Woodbury, MN 55129

4. The Trustee is authorized by the trust Instrument to sell, convey, pledge, mortgage, lease, or transfer title to any interest in real or personal property, except as limited by the following: **none**

5. The number of trustees required to act is: **1.**

6. The trust **has not** been terminated
The trust instrument **has not** been revoked.

Pursuant to Minn. Stat. 501C.1013 subd. 2:
The name of each settlor of the trust is: **Deborah A. Zywiec.**

The name of each original Trustee is: **Joseph J. Zywiec.**

An Affidavit of Trustee, consisting of 2 pages, is attached to this Certificate of Trust.

The statements contained in this Certificate of Trust are true and correct and there are no other provisions in the trust instrument, or amendments to it, that limit (i) the powers of the trustee(s) to sell, convey, pledge, mortgage, lease, or transfer title to interest in real or personal property, or (ii) the authority of the trustees to exercise any other power identified in this Certificate of Trust.

Trustee or Settlor

Joseph J. Zywiec

Signed and sworn to (or affirmed) before me on May 27, **2022** by **Joseph J. Zywiec**.

(Stamp)

ALYSSA C. FRASCHT
NOTARY PUBLIC MINNESOTA
My Comm. Expires Jan. 31, 2026

(signature of notarial officer)

Title (and Rank): Notary Public

My commission expires: Jan 31 2026
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
Korine Land, #262432
LeVander, Gillen, & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
(651) 451-1831

PERMANENT UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT ("Easement") is made, granted and conveyed this 27 day of May, 2022, by and between Joseph J. Zywiec and Nora J. Scribner, husband and wife, and Zywiec Family Trust (collectively "Landowner"), and the City of Cottage Grove, a Minnesota municipal corporation ("City"). Landowner in consideration of the sum of One Dollar and other good and valuable consideration to them in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, do hereby grant and convey unto the City, its successors and assigns, this Easement.

PROPERTY DESCRIPTION

Landowner owns real property in Washington County, Minnesota legally described on Exhibit A (the "Landowner's Property"), attached hereto and incorporated herein by reference.

PERMANENT EASEMENT DESCRIPTION

The Landowner does hereby grant and convey to the City, its successors and assigns, forever the following:

> A permanent easement for utility purposes and all such purposes ancillary, incident or related thereto ("Permanent Easement") under, over, across, through and upon that real property legally described on Exhibit B and depicted on Exhibit C ("Permanent Easement Area"), attached hereto and incorporated herein by reference.

The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any water mains, any utilities, underground pipes, conduits, culverts, other utilities and mains, hydrants and all facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Area.

The Permanent Easement rights further include, but are not limited to, the right of ingress and egress over the Permanent Easement Area to access the Permanent Easement for the purposes of construction, maintenance, repair and replacement of any water mains, any utilities, underground

pipes, conduits, culverts, other utilities, mains, hydrants and all facilities and improvements ancillary, incident or related thereto.

EXEMPT FROM STATE DEED TAX

The rights of the City also include the right of the City, its contractors, agents and servants:

(a) To enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of the Permanent Easement; and

(b) To maintain the Permanent Easement Area, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and

(c) To remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the utility pipes, conduits, mains and above ground and below ground drainage facilities and to deposit earthen material in and upon the Permanent Easement Area; and

(d) To remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as the City may deem appropriate.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Permanent Easement Area or the Landowner's Property prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner or their successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statutes, Chapter 466.

The Landowner, for themselves or their successors and assigns, do hereby warrant to and covenant with the City, its successors and assigns, that they are well seized in fee of the Landowner's Property described on Exhibit A, the Permanent Easement Area legally described on Exhibit B and depicted on Exhibit C and have good right to grant and convey the Permanent Easement herein to the City.

This Easement is binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.

This Easement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

IN TESTIMONY WHEREOF, the parties have caused this Easement to be executed as of the day and year first above written.

CITY:
CITY OF COTTAGE GROVE

By: _____
Myron Bailey
Mayor

By: _____
Tamara Anderson
City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

On this _____ day of _____, 2022, before me a Notary Public within and for said County, personally appeared Myron Bailey and Tamara Anderson to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and the City Clerk of the City of Cottage Grove, the Minnesota municipal corporation named in the foregoing instrument, and that it was signed on behalf of said municipal corporation by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

_____
Notary Public

LANDOWNER:
ZYWIEC FAMILY TRUST

Joseph J. Zywiec, Trustee

STATE OF MINNESOTA)
) ss.
COUNTY OF Washington)

The foregoing instrument was acknowledged before me on this 27 day of May, 2022 by Joseph J. Zywiec, as Trustee of the Zywiec Family Trust, on behalf of the trust.

Notary Public

ALYSSA C. FRASCHT
NOTARY PUBLIC MINNESOTA
My Comm. Expires Jan. 31, 2026

This instrument was drafted by
and after recording, please return to:
Korine L. Land (#262432)
LeVander, Gillen & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
651-451-1831

LANDOWNER:

Joseph J. Zywiec

Nora J. Scribner

STATE OF MINNESOTA)
) ss.
COUNTY OF Washington)

The foregoing instrument was acknowledged before me on this 27 day of May, 2022 by Joseph J. Zywiec and Nora J. Scribner, husband and wife.

Notary Public

ALYSSA C. FRASCHT
NOTARY PUBLIC MINNESOTA
My Comm. Expires Jan. 31, 2026

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

South Half of the Northwest Quarter (S½ NW¼) in Section 29, Township 27, Range 21 EXCEPT that part lying westerly of a straight line drawn from a point on the south line of said Southwest Quarter (SW¼) a distance of 66 feet west of the southeast corner of said Southwest Quarter (SW¼) to a point on the north line of said South Half of the Northwest Quarter (S½ NW¼) a distance of 66 feet east of the northeast corner of the Southwest Quarter of the Northwest Quarter (SW¼ NW¼).

Abstract Property
PID: 29.027.21.23.0002

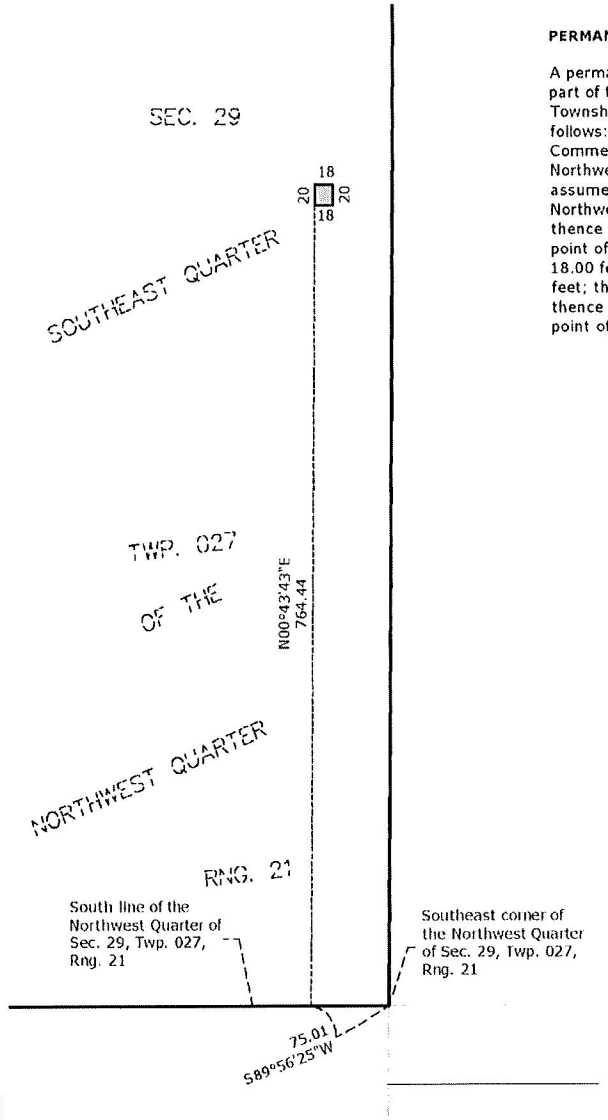
EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

A permanent easement for utility purposes over, under, and across that part of the Southeast Quarter of the Northwest Quarter of Section 29, Township 027, Range 21, Washington County, Minnesota, described as follows:

Commencing at the southeast corner of said Southeast Quarter of the Northwest Quarter; thence South 89 degrees 56 minutes 25 seconds West, assumed bearing along south line of said Southeast Quarter of the Northwest Quarter, a distance of 75.01 feet to the point of beginning; thence North 00 degrees 43 minutes 43 seconds East, 764.44 feet to the point of beginning; thence South 89 degrees 16 minutes 17 seconds East, 18.00 feet; thence North 00 degrees 43 minutes 43 seconds East, 20.00 feet; thence North 89 degrees 16 minutes 17 seconds West, 18.00 feet; thence South 00 degrees 43 minutes 43 seconds West, 20.00 feet to the point of beginning.

EXHIBIT C
DEPICTION OF PERMANENT EASEMENT AREA

COTTAGE GROVE, MINNESOTA



PERMANENT UTILITY EASEMENT

A permanent easement for utility purposes over, under, and across that part of the Southeast Quarter of the Northwest Quarter of Section 29, Township 027, Range 21, Washington County, Minnesota, described as follows:
Commencing at the southeast corner of said Southeast Quarter of the Northwest Quarter; thence South 89 degrees 56 minutes 25 seconds West, assumed bearing along south line of said Southeast Quarter of the Northwest Quarter, a distance of 75.01 feet to the point of beginning; thence North 00 degrees 43 minutes 43 seconds East, 764.44 feet to the point of beginning; thence South 89 degrees 16 minutes 17 seconds East, 18.00 feet; thence North 00 degrees 43 minutes 43 seconds East, 20.00 feet; thence North 89 degrees 16 minutes 17 seconds West, 18.00 feet; thence South 00 degrees 43 minutes 43 seconds West, 20.00 feet to the point of beginning.

Permanent Utility Easement

N

0 75 150

SCALE IN FEET

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: DANIEL J. ROEBER

SIGNATURE:

DATE MAY 13, 2022 LIC. NO. 43133

Stantec
Minneapolis Office
733 Marquette Ave
Suite 1000
Minneapolis, MN 55402
Phone: 612-712-2000
Website:www.stantec.com

SURVEY 193805569_V602.dwg

DRAWN DJR

PROJ. NO. 193805569

(Top 3 inches reserved for recording data)

AFFIDAVIT OF TRUSTEE (inter vivos Trust)

State of Minnesota, County of Washington

Joseph J. Zywiec, being first duly sworn on oath states, or affirms under penalties of perjury, that:

1. Affiant is the trustee named in that certain Certificate of Trust to which this Affidavit is attached, executed by Affiant or another trustee or the settlor of the trust described in the Certificate of Trust (or set forth in the trust instrument), which relates to real property in Washington County, Minnesota, legally described as follows:

South Half of the Northwest Quarter (S½ NW¼) in Section 29, Township 27, Range 21 EXCEPT that part lying westerly of a straight line drawn from a point on the south line of said Southwest Quarter (SW¼) a distance of 66 feet west of the southeast corner of said Southwest Quarter (SW¼) to a point on the north line of said South Half of the Northwest Quarter (S½ NW¼) a distance of 66 feet east of the northeast corner of the Southwest Quarter of the Northwest Quarter (SW¼ NW¼).

Abstract Property
PID: 29.027.21.23.0002

2. The names and addresses of the trustees empowered under the trust instrument to act at the time of the execution of this Affidavit are as follows:

Joseph J. Zywiec
1299 Palisade Path
Woodbury, MN 55129

3. The trustee who has executed that certain Easement instrument (deed, mortgage, or other conveyance), relating to the real property described above, between **Joseph J. Zywiec and Nora J. Scribner, husband and wife, Joseph J. Zywiec, as trustee of Zywiec Family Trust, and the City of Cottage Grove, a Minnesota municipal corporation,** which instrument is dated May _____, **2022**, (a) are empowered by the provisions of the trust to sell, convey, pledge, mortgage, lease, transfer title to, or release, any interest in real property held in trust; and (b) are the requisite number of trustees required by the provisions of the trust instrument to execute and deliver such an instrument.

4. The trust has not terminated and trust instrument has not been revoked.

5. There has been no amendment to the trust that limits the power of trustees to execute and deliver the instrument described in paragraph 3.

6. The trust is not supervised by any court.

7. Affiants do not have actual knowledge of any facts indicating the trust is invalid.

Affiant

Joseph J. Zywiec

Signed and sworn to (or affirmed) before me on May 27, 2022 by Joseph J. Zywiec.

(Stamp)

ALYSSA C. FRASCHT
NOTARY PUBLIC MINNESOTA
My Comm. Expires Jan. 31, 2026

(Signature of notarial officer)

Title (and Rank): Notary Public

My commission expires: Jan 31 2026
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
Korine Land, #262432
LeVander, Gillen, & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
(651) 451-1831

(Top 3 inches reserved for recording data)

CERTIFICATE OF TRUST
by Individual

State of Minnesota, County of Washington

Joseph J. Zywiec, being first duly sworn on oath states, or affirms under penalties of perjury, that:

1. The name of the trust, if one is given, is: **Zywiec Family Trust.**

2. The date of the trust instrument is: **September 24, 2003.**

3. The name and address of each trustee empowered to act under the trust instrument at the time of execution of this Certificate of Trust is:

Joseph J. Zywiec
1299 Palisade Path
Woodbury, MN 55129

4. The Trustee is authorized by the trust Instrument to sell, convey, pledge, mortgage, lease, or transfer title to any interest in real or personal property, except as limited by the following: **none**

5. The number of trustees required to act is: **1.**

6. The trust **has not** been terminated
The trust instrument **has not** been revoked.

Pursuant to Minn. Stat. 501C.1013 subd. 2:
The name of each settlor of the trust is: **Deborah A. Zywiec.**

The name of each original Trustee is: **Joseph J. Zywiec.**

An Affidavit of Trustee, consisting of 2 pages, is attached to this Certificate of Trust.

The statements contained in this Certificate of Trust are true and correct and there are no other provisions in the trust instrument, or amendments to it, that limit (i) the powers of the trustee(s) to sell, convey, pledge, mortgage, lease, or transfer title to interest in real or personal property, or (ii) the authority of the trustees to exercise any other power identified in this Certificate of Trust.

Trustee or Settlor

Joseph J. Zywiec

Signed and sworn to (or affirmed) before me on **May** 27, **2022** by **Joseph J. Zywiec**.

(Stamp)

ALYSSA C. FRASCHT
NOTARY PUBLIC MINNESOTA
My Comm. Expires Jan. 31, 2026

(signature of notarial officer)

Title (and Rank): Notary Public

My commission expires: Jan 31 2026
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
Korine Land, #262432
LeVander, Gillen, & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
(651) 451-1831
TITLE NOT EXAMINED

TEMPORARY RIGHT-OF-WAY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT AGREEMENT ("Easement") is made, granted and conveyed this 27 day of May, 2022, by and between Joseph J. Zywiec and Nora J. Scribner, husband and wife, and Zywiec Family Trust (collectively "Landowner"), and the City of Cottage Grove, a Minnesota municipal corporation ("City"). Landowner in consideration of the sum of One Dollar and other good and valuable consideration to them in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, do hereby grant and convey unto the City, its successors and assigns, this Easement.

PROPERTY DESCRIPTION

Landowner owns real property in Washington County, Minnesota, legally described on Exhibit A (the "Landowner's Property"), attached hereto and incorporated herein by reference.

TEMPORARY RIGHT-OF-WAY EASEMENT DESCRIPTION

The Landowner does hereby grant and convey unto the City, its successors and assigns, the following:

> A temporary right-of-way easement for public street, utility and drainage purposes and all such purposes ancillary, incident or related thereto ("Temporary Right-of-Way Easement") under, over, across, through and upon the real property legally described on Exhibit B and depicted on Exhibit C ("Temporary Right-of-Way Easement Area"), attached hereto and incorporated herein by reference.

The Temporary Right-of-Way Easement shall terminate upon future development of Landowner's Property and at such a time when the right-of-way is dedicated to the City in the Temporary Right-of-Way Easement Area.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

The Landowner does hereby grant and convey unto the City, its successors and assigns, the following:

> A temporary construction easement for grading, sloping and construction purposes in accordance with the plans and specifications provided by the City, and all such purposes ancillary, incident or related thereto ("Temporary Construction Easement") under, over, across, through and upon the real property legally described on Exhibit B and depicted on Exhibit C ("Temporary Construction Easement Area").

The Temporary Construction Easement shall terminate on November 30, 2023.

The Temporary Right-of-Way Easement and the Temporary Construction Easement shall hereinafter be referred to collectively as the "Temporary Easement." The Temporary Right-of-Way Easement Area and Temporary Construction Easement Area shall hereinafter be referred to collectively as the "Temporary Easement Area."

EXEMPT FROM STATE DEED TAX

The rights of the City also include the right of the City, its contractors, agents and servants:

(a) To enter upon the Temporary Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of the Temporary Easement; and

(b) To maintain the Temporary Easement Area, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and

(c) To remove from the Temporary Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the utility pipes, conduits, mains and above ground and below ground drainage facilities and to deposit earthen material in and upon the Temporary Easement Area; and

(d) To remove or otherwise dispose of all earth or other material excavated from the Temporary Easement Area as the City may deem appropriate.

The Landowner shall be allowed to farm the Temporary Easement Area in 2022.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to the Temporary Easement Area or the Landowner's Property prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner or their successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statutes, Chapter 466.

The Landowner, for themselves and their successors and assigns, do hereby warrant to and covenant with the City, its successors and assigns, that they are well seized in fee of Landowner's Property described on Exhibit A, the Temporary Easement Area described on Exhibit B and depicted on Exhibit C and have good right to grant and convey the Temporary Easement herein to the City.

This Easement is binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.

This Easement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

[Remainder of this page has been intentionally left blank]

IN TESTIMONY WHEREOF, the parties have caused this Easement to be executed as of the day and year first above written.

LANDOWNER:

Joseph J. Zywiec

Nora J. Scribner

STATE OF MINNESOTA)
) ss.
COUNTY OF Washington)

The foregoing instrument was acknowledged before me on this 27 day of May, 2022 by Joseph J. Zywiec and Nora J. Scribner, husband and wife.

ALYSSA C. FRASCHT
NOTARY PUBLIC MINNESOTA
My Comm. Expires Jan. 31, 2026

Notary Public

LANDOWNER:
ZYWIEC FAMILY TRUST

Joseph J. Zywiec, Trustee

Joseph J. Zywiec Trustee

STATE OF MINNESOTA)
) ss.
COUNTY OF Washington)

The foregoing instrument was acknowledged before me on this 27 day of May, 2022 by Joseph J. Zywiec, as Trustee of the Zywiec Family Trust, on behalf of the trust.

ALYSSA C. FRASCHT
NOTARY PUBLIC MINNESOTA
My Comm. Expires Jan. 31, 2026

Notary Public

CITY:
CITY OF COTTAGE GROVE

By:_____
Myron Bailey
Mayor

By:_____
Tamara Anderson
City Clerk

STATE OF MINNESOTA)
) ss
COUNTY OF WASHINGTON)

On this _____ day of _____, 2022, before me a Notary Public within and for said County, personally appeared Myron Bailey and Tamara Anderson to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and the City Clerk of the City of Cottage Grove, the Minnesota municipal corporation named in the foregoing instrument, and that it was signed on behalf of said municipal corporation by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

_____
Notary Public

THIS INSTRUMENT DRAFTED BY AND
AFTER RECORDING PLEASE RETURN TO:

Korine Land, #262432
LeVander, Gillen, & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

The Northwest Quarter of the Northwest Quarter of Section 29, Township 27, Range 21, Washington County, Minnesota.

Abstract Property

EXHIBIT B
LEGAL DESCRIPTION OF TEMPORARY EASEMENT AREA

TEMPORARY RIGHT-OF-WAY EASEMENT AREA

A temporary easement for right of way purposes over, under, and across that part of the Northwest Quarter of the Northwest Quarter of Section 29, Township 027, Range 21, Washington County, Minnesota, described as follows:

Beginning at the Northeast corner of said Northwest Quarter of the Northwest Quarter; thence South 00 degree 44 minutes 42 seconds West, assumed bearing along the east line of said Northwest Quarter of the Northwest Quarter, 147.02 feet; thence South 89 degrees 45 minutes 48 seconds West, 7.62 feet; thence southwesterly 727.13 feet along a tangential curve concave the southeast having a radius of 714.46 feet and central angle of 58 degrees 18 minutes 41 seconds; thence South 31 degrees 27 minutes 07 seconds West, tangent to last described curve, 81.96 feet; thence South 59 degrees 48 minutes 47 seconds East, 243.36 feet; thence North 30 degrees 11 minutes 13 seconds East, 30.00 feet; thence South 59 degrees 48 minutes 47 seconds East, 60.00 feet; thence South 30 degrees 11 minutes 13 seconds West, 30.00 feet; thence South 59 degrees 48 minutes 47 seconds East, 218.22 feet; thence southeasterly 92.32 feet along a tangential curve concave to the northeast having a radius of 475.00 feet and central angle of 11 degrees 08 minutes 07 seconds; thence North 19 degrees 03 minutes 05 seconds East, not tangent to last described curve, 30.00 feet; thence South 59 degrees 48 minutes 47 seconds East, 218.22 feet; thence southeasterly 92.32 feet along a tangential curve concave the northeast having a radius of 475.00 feet and central angle of 11 degrees 08 minutes 07 seconds; thence North 19 degrees 03 minutes 05 seconds East, not tangent to last described curve, 30.00 feet; thence South 74 degrees 44 minutes 19 seconds East, 60.01 feet; thence South 11 degrees 19 minutes 12 seconds West, 30.01 feet; thence South 77 degrees 35 minutes 55 seconds East, 52.08 feet to said east line of the Northwest Quarter of the Northwest Quarter; thence South 00 degrees 44 minutes 42 seconds West along said east line of the Northwest Quarter of the Northwest, 102.11 feet; thence North 77 degrees 35 minutes 55 seconds West, 81.68 feet; thence South 12 degrees 24 minutes 05 seconds West, 30.00 feet; thence North 74 degrees 35 minutes 58 seconds West, 63.31 feet; thence North 18 degrees 23 minutes 59 seconds East, 30.00 feet; thence northwesterly 118.29 feet along a non-tangential curve concave to the northeast having a radius of 575.00 feet, a central angle of 11 degrees 47 minutes 14 seconds and a chord bearing of North 65 degrees 42 minutes 24 seconds West; thence North 59 degrees 48 minutes 47 seconds West, tangent to last described curve, 218.22 feet; thence South 30 degrees 11 minutes 13 seconds West, 30.00 feet; thence North 59 degrees 48 minutes 47 seconds West, 60.00 feet; thence North 30 degrees 11 minutes 13 seconds East, 30.00 feet; thence North 59 degrees 48 minutes 47 seconds West, 245.57 feet; thence South 31 degrees 27 minutes 07 seconds West, 306.89 feet; thence southwesterly 638.85 feet along a tangential curve concave to the northwest having a radius of 1065.00 feet and central angle of 34 degrees 22 minutes 10 seconds to the west line of said Northwest Quarter of the Northwest Quarter; thence North 00 degree 45 minutes 41 East along said west line of the Northwest Quarter of the Northwest Quarter, 203.09 feet; thence northeasterly 445.11 feet along a non-tangential curve concave to the northeast having a radius of 885.00 feet, a central angle of 28 degrees 49 minutes 00 seconds and a chord bearing of North 45 degrees 51 minutes 37 seconds East; thence North 31 degrees 27 minutes 07 seconds East, tangent to last described curve, 302.92 feet; thence North 59 degrees 48 minutes 47 seconds West, 270.19 feet; thence northwesterly 61.79 feet along a tangential curve concave to the northeast having a radius of 585.41 feet and central angle of 06 degrees 02 minutes

50 seconds; thence South 38 degrees 40 minutes 38 seconds West, not tangent to last described curve, 61.66 feet; thence 168.12 feet along a tangential curve concave to the northwest having a radius of 225.00 feet and a central angle of 42 degrees 48 minutes 37 seconds to said west line of the Northwest Quarter of the Northwest Quarter; thence North 00 degrees 45 minutes 41 seconds East, not tangent to last described curve and along said west line of the Northwest Quarter of the Northwest Quarter, 61.09 feet; thence northeasterly 113.43 feet along a non-tangential curve having a radius of 165.00 feet, a central angle of 39 degrees 23 minutes 23 seconds and a chord bearing of North 58 degrees 22 minutes 19 seconds East; thence North 38 degrees 40 minutes 38 seconds East, tangent to last described curve, 62.17 feet; thence northwesterly 215.24 feet along a non-tangential curve concave to the northeast having a radius of 585.41 feet, a central angle of 21 degrees 03 minutes 57 seconds and a chord bearing of North 37 degrees 21 minutes 29 seconds West to said west line of the Northwest Quarter of the Northwest Quarter; thence North 00 degrees 45 minutes 41 seconds East not tangent to last described line and along said west line of the Northwest Quarter of the Northwest Quarter, 170.26 feet to the north line of said Northwest Quarter of the Northwest Quarter; thence ; thence North 89 degrees 45 minutes 48 seconds East, along said north line of the Northwest Quarter of the Northwest Quarter, 43.88 feet; thence southeasterly 305.39 feet along a non-tangential curve concave to the northeast having a radius of 485.41 feet, a central angle of 36 degrees 02 minutes 47 seconds and a chord bearing of South 29 degrees 09 minutes 34 seconds East; thence North 38 degree 40 minutes 38 seconds East, not tangent to last described curve, 30.08 feet; thence South 51 degrees 19 minutes 22 seconds East, 60.00 feet; thence South 30 degrees 11 minutes 13 seconds West, 32.64 feet; thence South 59 degrees 48 minutes 47 seconds East, 314.75 feet; thence North 31 degree 27 minutes 07 seconds Eat, 85.94 feet; thence northeasterly 666.59 feet along a tangential curve concave to the southeast having a radius of 894.46 feet and central angle of 42 degrees 41 minutes 58 seconds to said north line of the Northwest Quarter of the Northwest Quarter; thence North 89 degrees 45 minutes 48 seconds East, along said north line of the Northwest Quarter of the Northwest Quarter, 250.86 feet to the point of beginning.

TEMPORARY CONSTRUCTION EASEMENT AREA

A temporary easement for construction purposes over, under, and across that part of the Northwest Quarter of the Northwest Quarter of Section 29, Township 027, Range 21, Washington County, Minnesota, described as follows:

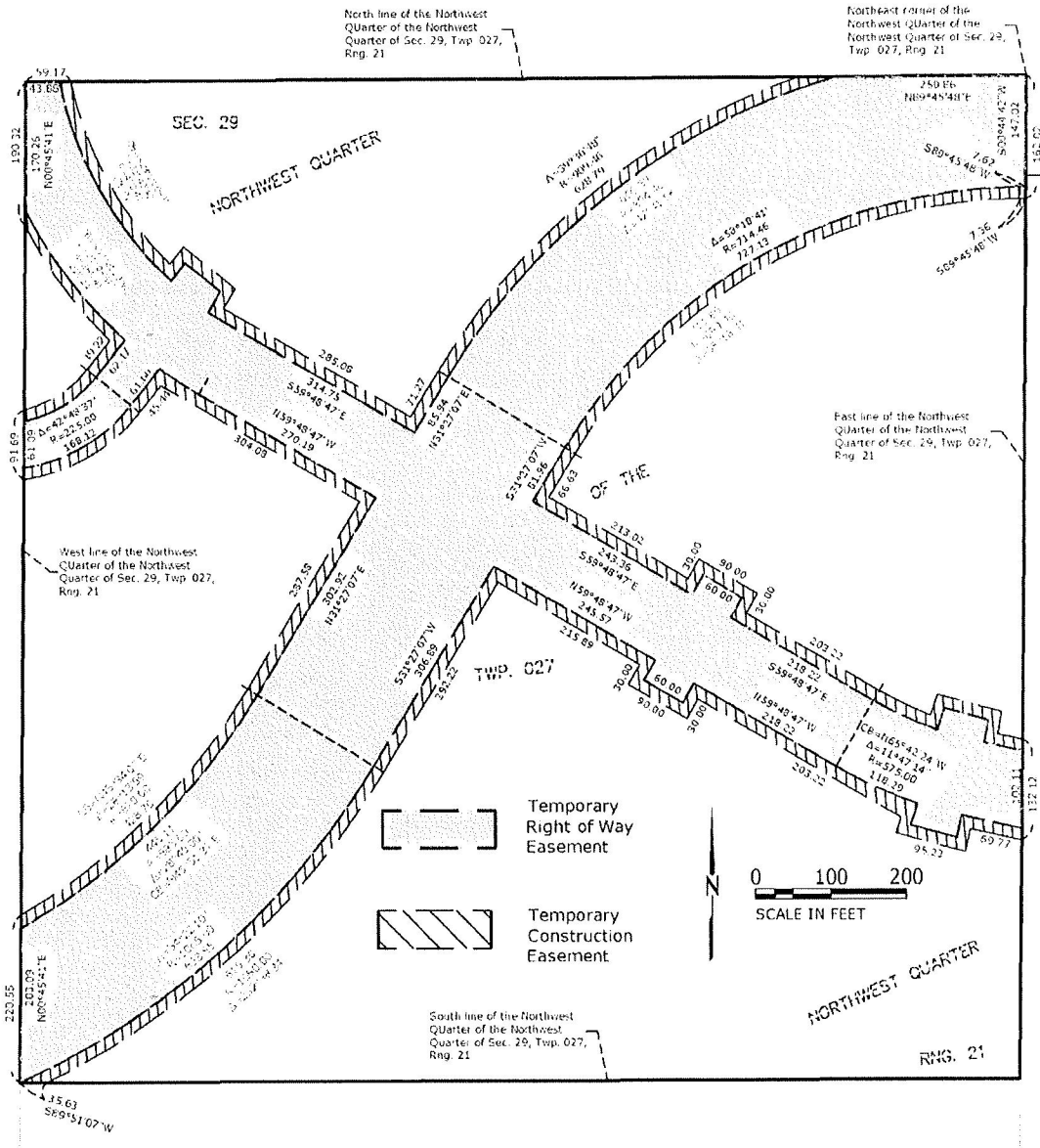
Beginning at the Northeast corner of said Northwest Quarter of the Northwest Quarter; thence South 00 degree 44 minutes 42 seconds West, assumed bearing along the east line of said Northwest Quarter of the Northwest Quarter, 162.02 feet; thence South 89 degrees 45 minutes 48 seconds West, 7.36 feet; thence southwesterly 711.86 feet along a tangential curve concave to the southeast having a radius of 699.46 feet and central angle of 58 degrees 18 minutes 41 seconds; thence South 31 degrees 27 minutes 07 seconds West, tangent to last described curve, 66.63 feet; thence South 59 degrees 48 minutes 47 seconds East, 213.02 feet; thence North 30 degree 11 minutes 13 seconds East, 30.00 feet; thence South 59 degrees 48 minutes 47 seconds East, 90.00 feet; thence South 30 degrees 11 minutes 13 seconds West, 30.00 feet; thence South 59 degrees 48 minutes 47 seconds East, 203.22 feet; thence southeasterly 74.40 feet along a tangential curve concave to the northeast having a radius of 460.00 feet and central angle of 09 degrees 16 minute 00 seconds; thence North 19 degrees 03 minutes 05 seconds East, not tangent to last described curve, 30.02 feet; thence southeasterly 64.91 feet along a non-tangential curve concave to the northeast having a radius of 430.00 feet, a central angle of 08 degrees 38 minutes 57 seconds and

a chord bearing of South 73 degrees 16 minutes 26 seconds East; thence South 77 degrees 35 minutes 55 seconds Eat, 23.12 feet, tangent to last described curve, 23.12 feet; thence South 11 degrees 19 minutes 12 seconds West, 30.01 feet; thence South 77 degree 35 minutes 49 seconds East, 34.27 feet to said east line of the Northwest Quarter of the Northwest Quarter; thence South 00 degrees 44 minutes 42 seconds West, along said east line of the Northwest Quarter of the Northwest Quarter, 132.12 feet; thence North 77 degrees 35 minutes 55 seconds West, 69.77 feet; thence South 12 degrees 24 minutes 05 seconds West, 30.81 feet; thence North 74 degrees 35 minutes 58 seconds West, 94.92 feet; thence North 18 degrees 23 minutes 59 seconds East, 21.23 feet; thence North 59 degrees 48 minutes 47 seconds West, 311.02 feet; thence South 30 degrees 11 minutes 13 seconds West, 30.00 feet; thence North 59 degrees 48 minutes 47 seconds West, 90.00 feet; thence North 30 degrees 11 minutes 13 seconds East, 30.00 feet; thence North 59 degrees 48 minutes 47 seconds West, 215.89 feet; thence South 31 degrees 27 minutes 07 seconds West, 292.22 feet; thence southwesterly 615.30 feet along a tangential curve concave to the northwest having a radius of 1080.00 feet and central angle of 32 degrees 38 minutes 34 seconds to the south line of said Northwest Quarter of the Northwest Quarter; thence South 89 degrees 51 minutes 07 seconds West, not tangent to last described line and along said south line of the Northwest Quarter of the Northwest Quarter, 35.63 feet to the southwest corner of said Northwest Quarter of the Northwest Quarter; thence North 00 degrees 45 minutes 41 seconds East, along the west line of said Northwest Quarter of the Northwest Quarter, 220.55 feet; thence northeasterly 428.70 feet along a non-tangential curve concave to the northwest having a radius of 870.00 feet, a central angle of 28 degrees 13 minutes 59 seconds and a chord bearing of North 45 degrees 34 minutes 07 seconds East; thence North 31 degrees 27 minutes 07 seconds East, tangent to last described curve, 287.58 feet; thence North 59 degrees 48 minutes 47 seconds West, 304.08 feet; thence South 38 degrees 40 minutes 38 seconds West, 45.44 feet; thence southwesterly 181.77 feet along a tangential curve concave the northwest having a radius of 240.00 feet and central angle of 43 degrees 23 minutes 41 seconds to said west line of the Northwest Quarter of the Northwest Quarter; thence North 00 degrees 45 minutes 41 seconds East along said west line of the Northwest Quarter of the Northwest Quarter, 91.69 feet; thence northeasterly 99.73 feet along a non-tangential curve concave to the northwest having a radius of 150.00 feet, a central angle of 38 degrees 05 minutes 44 seconds and a chord bearing of North 57 degrees 43 minutes 30 seconds West; thence North 38 degrees 40 minutes 38 seconds East, tangent to last described curve, 49.22 feet; thence northwesterly 187.72 feet along a non-tangential curve concave to the northeast having a radius of 565.00 feet, a central angle of 19 degrees 02 minutes 09 seconds and a chord bearing of North 36 degrees 11 minutes 27 seconds West to said west line of the Northwest Quarter of the Northwest Quarter; thence North 00 degrees 45 minutes 41 seconds East, not tangent to last described curve and along said west line of the Northwest Quarter of the Northwest Quarter, 190.32 feet to the northwest corner of said Northwest Quarter of the Northwest Quarter; thence North 89 degrees 45 minutes 48 seconds East, along the north line of said Northwest Quarter of the Northwest Quarter, 59.17 feet; thence southeasterly 276.91 feet along a non-tangential curve concave to the northeast having a radius of 470.41 feet, a central angle of 33 degrees 43 minutes 40 seconds and a chord bearing of South 28 degrees 21 minutes 08 seconds East; thence North 38 degrees 40 minutes 38 seconds East, not tangent to last described curve, 28.68 feet; thence South 51 degrees 19 minutes 22 seconds East, 87.93 feet; thence South 30 degrees 11 minutes 13 seconds West, 30.57 feet; thence South 59 degrees 48 minutes 47 seconds East, 285.08 feet; thence North 31 degrees 27 minute 07 seconds East, 71.27 feet; thence northeasterly 628.79 feet along a tangential curve concave to the southeast having a radius of 909.46 feet and central angle of 39 degrees 36 minutes 48 seconds to said north line of the Northwest Quarter of the Northwest

Quarter; thence North 89 degrees 45 minutes 48 seconds East, along said north line of the Northwest Quarter of the Northwest Quarter, 301.69 feet to the point of beginning.

EXHIBIT C
DEPICTION OF TEMPORARY EASEMENT AREA

COTTAGE GROVE, MINNESOTA



SHEET 1 OF 3 SHEETS

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: DANIEL J. ROEBER

SIGNATURE:

DATE MAY 13, 2022 LIC. NO. 43133

Stantec
Minneapolis Office
733 Marquette Ave
Suite 1000
Minneapolis, MN 55402
Phone: 612-712-2000
Website:www.stantec.com

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DRAWN DJR

PROJ. NO. 193805569

(Top 3 inches reserved for recording data)

AFFIDAVIT OF TRUSTEE (inter vivos Trust)

State of Minnesota, County of Washington

Joseph J. Zywiec, being first duly sworn on oath states, or affirms under penalties of perjury, that:

1. Affiant is the trustee named in that certain Certificate of Trust to which this Affidavit is attached, executed by Affiant or another trustee or the settlor of the trust described in the Certificate of Trust (or set forth in the trust instrument), which relates to real property in Washington County, Minnesota, legally described as follows:

The Northwest Quarter of the Northwest Quarter of Section 29, Township 27, Range 21, Washington County, Minnesota.

Abstract Property

2. The names and addresses of the trustees empowered under the trust instrument to act at the time of the execution of this Affidavit are as follows:

Joseph J. Zywiec
1299 Palisade Path
Woodbury, MN 55129

3. The trustee who has executed that certain Easement instrument (deed, mortgage, or other conveyance), relating to the real property described above, between **Joseph J. Zywiec and Nora J. Scribner, husband and wife, Joseph J. Zywiec, as trustee of Zywiec Family Trust, and the City of Cottage Grove, a Minnesota municipal corporation,** which instrument is dated May ___, 2022, (a) are empowered by the provisions of the trust to sell, convey, pledge, mortgage, lease, transfer title to, or release, any interest in real property held in trust; and (b) are the requisite number of trustees required by the provisions of the trust instrument to execute and deliver such an instrument.

4. The trust has not terminated and trust instrument has not been revoked.

5. There has been no amendment to the trust that limits the power of trustees to execute and deliver the instrument described in paragraph 3.

6. The trust is not supervised by any court.

7. Affiants do not have actual knowledge of any facts indicating the trust is invalid.

Affiant

Joseph J. Zywiec

Signed and sworn to (or affirmed) before me on **May** 27, **2022** by **Joseph J. Zywiec**.

(Stamp)

ALYSSA C. FRASCHT
NOTARY PUBLIC MINNESOTA
My Comm. Expires Jan. 31, 2026

(signature of notarial officer)

Title (and Rank): Notary Public

My commission expires: Jan 31 2026
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
Korine Land, #262432
LeVander, Gillen, & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
(651) 451-1831

(Top 3 inches reserved for recording data)

CERTIFICATE OF TRUST
by Individual

State of Minnesota, County of Washington

Joseph J. Zywiec, being first duly sworn on oath states, or affirms under penalties of perjury, that:

1. The name of the trust, if one is given, is: **Zywiec Family Trust.**

2. The date of the trust instrument is: September 24, 2003.

3. The name and address of each trustee empowered to act under the trust instrument at the time of execution of this Certificate of Trust is:

Joseph J. Zywiec
1299 Palisade Path
Woodbury, MN 55129

4. The Trustee is authorized by the trust Instrument to sell, convey, pledge, mortgage, lease, or transfer title to any interest in real or personal property, except as limited by the following: **none**

5. The number of trustees required to act is: **1**.

6. The trust **has not** been terminated
The trust instrument **has not** been revoked.

Pursuant to Minn. Stat. 501C.1013 subd. 2:
The name of each settlor of the trust is: **Deborah A. Zywiec**.

The name of each original Trustee is: **Joseph J. Zywiec**.

An Affidavit of Trustee, consisting of 2 pages, is attached to this Certificate of Trust.

The statements contained in this Certificate of Trust are true and correct and there are no other provisions in the trust instrument, or amendments to it, that limit (i) the powers of the trustee(s) to sell, convey, pledge, mortgage, lease, or transfer title to interest in real or personal property, or (ii) the authority of the trustees to exercise any other power identified in this Certificate of Trust.

Trustee or Settlor

Joseph J. Zywiec

Signed and sworn to (or affirmed) before me on **May 27, 2022** by **Joseph J. Zywiec**.

(Stamp)

ALYSSA C. FRASCHT
NOTARY PUBLIC MINNESOTA
My Comm. Expires Jan. 31, 2026

(signature of notarial officer)

Title (and Rank): Notary Public

My commission expires: JAN 31 2026
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
Korine Land, #262432
LeVander, Gillen, & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
(651) 451-1831
TITLE NOT EXAMINED

PERMANENT DRAINAGE AND UTILITY EASEMENT AND TEMPORARY EASEMENT FOR CONSTRUCTION PURPOSES

THIS EASEMENT AGREEMENT ("Easement") is made, granted and conveyed this 27 day of May, 2022, by and between Joseph J. Zywiec and Nora J. Scribner, husband and wife, and Zywiec Family Trust (collectively "Landowner"), and the City of Cottage Grove, a Minnesota municipal corporation ("City"). Landowner in consideration of the sum of One Dollar and other good and valuable consideration to them in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, do hereby grant and convey unto the City, its successors and assigns, this Easement.

PROPERTY DESCRIPTION

Landowner owns real property in Washington County, Minnesota, legally described on Exhibit A (the "Landowner's Property"), attached hereto and incorporated herein by reference.

PERMANENT EASEMENT DESCRIPTION

The Landowner does hereby grant and convey unto the City, its successors and assigns, forever the following:

> A permanent easement for utility and drainage purposes and all such purposes ancillary, incident or related thereto ("Permanent Easement") under, over, across, through and upon that real property legally described on Exhibit B and depicted on Exhibit C (the "Permanent Easement Area"), attached hereto and incorporated herein by reference.

The Permanent Easement rights granted herein are forever and perpetual, and shall include, but not be limited to, the construction, maintenance, repair and replacement of any sanitary sewer, storm sewer, water mains, storm water facilities, above ground and below ground drainage facilities, any utilities, underground pipes, conduits, culverts, other utilities and mains, and all facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Area.

The Permanent Easement rights further include, but are not limited to, the right of ingress and egress over the Permanent Easement Area to access the Permanent Easement for the purposes of construction, maintenance, repair and replacement of any sanitary sewer, storm sewer, water mains, storm water facilities, above ground and below ground drainage facilities, any utilities, underground pipes, conduits, culverts, other utilities, mains and all facilities and improvements ancillary, incident or related thereto.

TEMPORARY EASEMENT DESCRIPTION

Landowner does hereby grant and convey unto the City, its successors and assigns, the following:

> A temporary construction easement for grading, sloping and construction purposes in accordance with the plans and specifications provided by the City, and all such purposes ancillary, incident or related thereto ("Temporary Easement") under, over, across, through and upon the real property legally described on Exhibit B and depicted on Exhibit C ("Temporary Easement Area"), attached hereto and incorporated herein by reference.

The Temporary Easement shall terminate on November 30, 2023.

EXEMPT FROM STATE DEED TAX

The rights of the City also include the right of the City, its contractors, agents and servants:

(a) To enter upon the Permanent Easement Area and Temporary Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of the Permanent Easement and Temporary Easement; and

(b) To maintain the Permanent Easement Area, Temporary Easement Area, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and

(c) To remove from the Permanent Easement Area and Temporary Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the utility pipes, conduits, mains and above ground and below ground drainage facilities and to deposit earthen material in and upon the Permanent Easement Area and Temporary Easement Area; and

(d) To remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area and Temporary Easement Area as the City may deem appropriate.

The Landowner shall be allowed to farm the Temporary Easement Area in 2022.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties,

attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Permanent Easement Area, Temporary Easement Area or the Landowner's Property prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner or their successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statutes, Chapter 466.

The Landowner, for themselves and their successors and assigns, do hereby warrant to and covenant with the City, its successors and assigns, that they are well seized in fee of the Landowner's Property described on Exhibit A, the Permanent Easement Area and Temporary Easement Area legally described on Exhibit B and depicted on Exhibit C and have good right to grant and convey the Permanent Easement and Temporary Easement herein to the City.

This Easement is binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.

This Easement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

[Remainder of this page has been intentionally left blank]

IN TESTIMONY WHEREOF, the parties have caused this Easement to be executed as of the day and year first above written.

CITY:
CITY OF COTTAGE GROVE

By: _____
Myron Bailey
Mayor

By:_____
Tamara Anderson
City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

On this _____ day of _____, 2022, before me a Notary Public within and for said County, personally appeared Myron Bailey and Tamara Anderson to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and the City Clerk of the City of Cottage Grove, the Minnesota municipal corporation named in the foregoing instrument, and that it was signed on behalf of said municipal corporation by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

_____
Notary Public

LANDOWNER:
LANDOWNER:

Joseph J. Zywiec

Nora J. Scribner

STATE OF MINNESOTA)
) ss.
COUNTY OF Washington)

The foregoing instrument was acknowledged before me on this 27 day of May, 2022 by Joseph J. Zywiec and Nora J. Scribner, husband and wife.

ALYSSA C. FRASCHT
NOTARY PUBLIC MINNESOTA
My Comm. Expires Jan. 31, 2026

Notary Public

LANDOWNER:
ZYWIEC FAMILY TRUST

Joseph J. Zywiec, Trustee

Joseph J. Zywiec Trustee

STATE OF MINNESOTA)
) ss.
COUNTY OF Washington)

The foregoing instrument was acknowledged before me on this 27 day of May, 2022 by Joseph J. Zywiec, as Trustee of the Zywiec Family Trust, on behalf of the trust.

ALYSSA C. FRASCHT
NOTARY PUBLIC MINNESOTA
My Comm. Expires Jan. 31, 2026

Notary Public

This instrument was drafted by
and after recording, please return to:

Korine Land, #262432
LeVander, Gillen, & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

The Northwest Quarter of the Northwest Quarter of Section 29, Township 27, Range 21, Washington County, Minnesota.

Abstract Property

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA AND TEMPORARY EASEMENT AREA

PERMANENT EASEMENT AREA

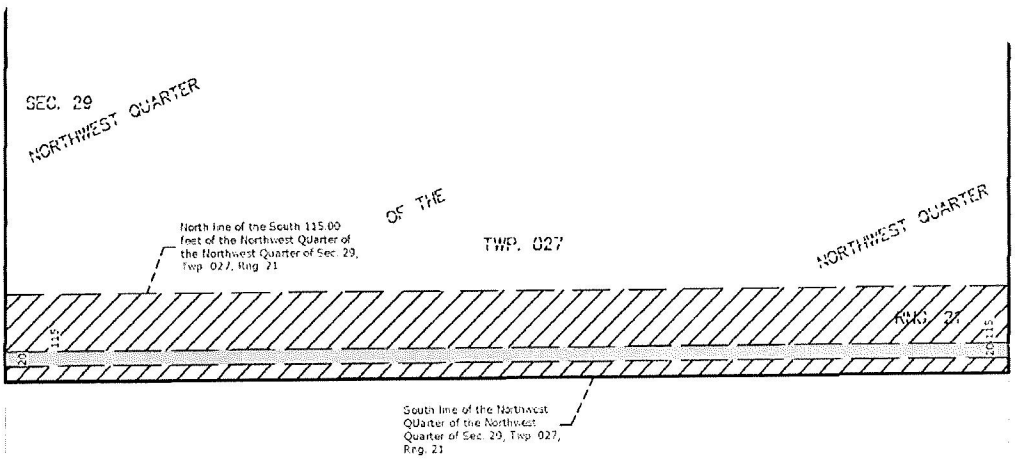
A permanent easement for drainage and utility purposes over, under, and across the North 20.00 feet of the South 40.00 feet of the Northwest Quarter of the Northwest Quarter of Section 29, Township 027, Range 21, Washington County, Minnesota.

TEMPORARY EASEMENT AREA

A temporary easement for construction purposes over, under, and across the South 115.00 feet of the Northwest Quarter of the Northwest Quarter of Section 29, Township 027, Range 21, Washington County, Minnesota.

EXHIBIT C
DEPICTION OF PERMANENT EASEMENT AREA AND TEMPORARY EASEMENT AREA

COTTAGE GROVE, MINNESOTA



PERMANENT DRAINAGE AND UTILITY EASEMENT

A permanent easement for drainage and utility purposes over, under, and across the North 20.00 feet of the South 40.00 feet of the Northwest Quarter of the Northwest Quarter of Section 29, Township 027, Range 21, Washington County, Minnesota.

Permanent Drainage and Utility Easement

Temporary Construction Easement

TEMPORARY CONSTRUCTION EASEMENT

A temporary easement for construction purposes over, under, and across the South 115.00 feet of the Northwest Quarter of the Northwest Quarter of Section 29, Township 027, Range 21, Washington County, Minnesota.

N

0 100 200

SCALE IN FEET

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: DANIEL J. ROEBER

SIGNATURE: Daniel J. Roeber

DATE MAY 13, 2022 LIC. NO. 43133

Stantec
Minneapolis Office
733 Marquette Ave
Suite 1000
Minneapolis, MN 55402
Phone: 612-712-2000
Website:www.stantec.com

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DRAWN DJR

PROJ. NO. 193805569

(Top 3 inches reserved for recording data)

AFFIDAVIT OF TRUSTEE (inter vivos Trust)

State of Minnesota, County of Washington

Joseph J. Zywiec, being first duly sworn on oath states, or affirms under penalties of perjury, that:

1. Affiant is the trustee named in that certain Certificate of Trust to which this Affidavit is attached, executed by Affiant or another trustee or the settlor of the trust described in the Certificate of Trust (or set forth in the trust instrument), which relates to real property in Washington County, Minnesota, legally described as follows:

The Northwest Quarter of the Northwest Quarter of Section 29, Township 27, Range 21, Washington County, Minnesota.

Abstract Property

2. The names and addresses of the trustees empowered under the trust instrument to act at the time of the execution of this Affidavit are as follows:

Joseph J. Zywiec
1299 Palisade Path
Woodbury, MN 55129

3. The trustee who has executed that certain Easement instrument (deed, mortgage, or other conveyance), relating to the real property described above, between **Joseph J. Zywiec and Nora J. Scribner, husband and wife, Joseph J. Zywiec, as trustee of Zywiec Family Trust, and the City of Cottage Grove, a Minnesota municipal corporation,** which instrument is dated **May_____, 2022**, (a) are empowered by the provisions of the trust to sell, convey, pledge, mortgage, lease, transfer title to, or release, any interest in real property held in trust; and (b) are the requisite number of trustees required by the provisions of the trust instrument to execute and deliver such an instrument.

4. The trust has not terminated and trust instrument has not been revoked.

5. There has been no amendment to the trust that limits the power of trustees to execute and deliver the instrument described in paragraph 3.

6. The trust is not supervised by any court.

7. Affiants do not have actual knowledge of any facts indicating the trust is invalid.

Affiant

Joseph J. Zywiec

Signed and sworn to (or affirmed) before me on **May 27, 2022** by **Joseph J. Zywiec**.

(Stamp)

ALYSSA C. FRASCHT
NOTARY PUBLIC MINNESOTA
My Comm. Expires Jan. 31, 2026

(signature of notarial officer)

Title (and Rank): Notary Public

My commission expires: JAN 31 2026
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
Korine Land, #262432
LeVander, Gillen, & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
(651) 451-1831

(Top 3 inches reserved for recording data)

CERTIFICATE OF TRUST
by Individual

State of Minnesota, County of Washington

Joseph J. Zywiec, being first duly sworn on oath states, or affirms under penalties of perjury, that:

1. The name of the trust, if one is given, is: **Zywiec Family Trust.**

2. The date of the trust instrument is: September 24, 2003.

3. The name and address of each trustee empowered to act under the trust instrument at the time of execution of this Certificate of Trust is:

Joseph J. Zywiec
1299 Palisade Path
Woodbury, MN 55129

4. The Trustee is authorized by the trust Instrument to sell, convey, pledge, mortgage, lease, or transfer title to any interest in real or personal property, except as limited by the following: **none**

5. The number of trustees required to act is: **1**.

6. The trust **has not** been terminated
The trust instrument **has not** been revoked.

Pursuant to Minn. Stat. 501C.1013 subd. 2:
The name of each settlor of the trust is: **Deborah A. Zywiec**.

The name of each original Trustee is: **Joseph J. Zywiec**.

An Affidavit of Trustee, consisting of 2 pages, is attached to this Certificate of Trust.

The statements contained in this Certificate of Trust are true and correct and there are no other provisions in the trust instrument, or amendments to it, that limit (i) the powers of the trustee(s) to sell, convey, pledge, mortgage, lease, or transfer title to interest in real or personal property, or (ii) the authority of the trustees to exercise any other power identified in this Certificate of Trust.

Trustee or Settlor

Joseph J. Zywiec

Signed and sworn to (or affirmed) before me on **May 27, 2022** by **Joseph J. Zywiec**.

(Stamp)

ALYSSA C. FRASCHT
NOTARY PUBLIC MINNESOTA
My Comm. Expires Jan. 31, 2026

(signature of notarial officer)

Title (and Rank): Notary Public

My commission expires: Jan 31 2026
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
Korine Land, #262432
LeVander, Gillen, & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
(651) 451-1831

TEMPORARY ACCESS EASEMENT

THIS TEMPORARY ACCESS EASEMENT AGREEMENT ("Easement") is made, granted and conveyed this 27 day of May, 2022, by and between Joseph J. Zywiec and Nora J. Scribner, husband and wife, and Zywiec Family Trust (collectively "Landowner"), and the City of Cottage Grove, a Minnesota municipal corporation ("City"). Landowner in consideration of the sum of One Dollar and other good and valuable consideration to them in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, do hereby grant and convey unto the City, its successors and assigns, this Easement.

PROPERTY DESCRIPTION

Landowner owns real property in Washington County, Minnesota legally described on Exhibit A (the "Landowner's Property"), attached hereto and incorporated herein by reference.

TEMPORARY ACCESS EASEMENT DESCRIPTION

The Landowner does hereby grant and convey unto the City, its successors and assigns the following:

> A temporary easement for access ("Temporary Easement") under, over, across, through and upon the real property identified and legally described on Exhibit B and depicted on Exhibit C ("Temporary Easement Area"), attached hereto and incorporated herein by reference, for the purpose of providing access to the South District Street & Utility Improvements.

The Temporary Easement shall terminate on December 31, 2022.

EXEMPT FROM STATE DEED TAX

The rights of the City also include the right of the City, its contractors, agents and servants:

(a) To enter upon the Temporary Easement Area at all reasonable times for the purposes of accessing and maintaining the Temporary Easement Area; and

(b) To remove from the Temporary Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, use and maintenance of the Temporary Easement Area; and

(c) To remove or otherwise dispose of all earth or other material excavated from the Temporary Easement Area as the City may deem appropriate; and

(d) To enter onto the Temporary Easement Area as needed in order to restore the Temporary Easement Area upon termination of this Easement.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Temporary Easement Area or the Landowner's Property prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner or their successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statutes, Chapter 466.

The Landowner, for themselves and their successors and assigns, do hereby warrant to and covenant with the City, its successors and assigns, that they are well seized in fee of the Landowner's Property described on Exhibit A and the Temporary Easement Area described on Exhibit B and depicted on Exhibit C and has good right to grant and convey the Temporary Easement herein to the City.

This Easement is binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.

This Easement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

[The remainder of the page was intentionally left blank.]

IN TESTIMONY WHEREOF, the parties have caused this Easement to be executed as of the day and year first above written.

CITY:
CITY OF COTTAGE GROVE

By: _____
Myron Bailey
Mayor

By:_____
Tamara Anderson
City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

On this _____ day of _____, 2022, before me a Notary Public within and for said County, personally appeared Myron Bailey and Tamara Anderson to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and the City Clerk of the City of Cottage Grove, the Minnesota municipal corporation named in the foregoing instrument, and that it was signed on behalf of said municipal corporation by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

_____
Notary Public

LANDOWNER:

Joseph J. Zywiec

Nora J. Scribner

STATE OF MINNESOTA)
) ss.
COUNTY OF Washington)

The foregoing instrument was acknowledged before me on this 27 day of May, 2022 by Joseph J. Zywiec and Nora J. Scribner, husband and wife.

ALYSSA C. FRASCHT
NOTARY PUBLIC MINNESOTA
My Comm. Expires Jan. 31, 2026

Notary Public

LANDOWNER:
ZYWIEC FAMILY TRUST

Joseph J. Zywiec, Trustee

Joseph J. Zywiec, Trustee

STATE OF MINNESOTA)
) ss.
COUNTY OF Washington)

The foregoing instrument was acknowledged before me on this 27 day of May, 2022 by Joseph J. Zywiec, as Trustee of the Zywiec Family Trust, on behalf of the trust.

ALYSSA C. FRASCHT
NOTARY PUBLIC MINNESOTA
My Comm. Expires Jan. 31, 2026

Notary Public

This instrument was drafted by
and after recording, please return to:
Korine L. Land (#262432)
LeVander, Gillen & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
651-451-1831

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

The Northwest Quarter of the Northwest Quarter of Section 29, Township 27, Range 21, Washington County, Minnesota.

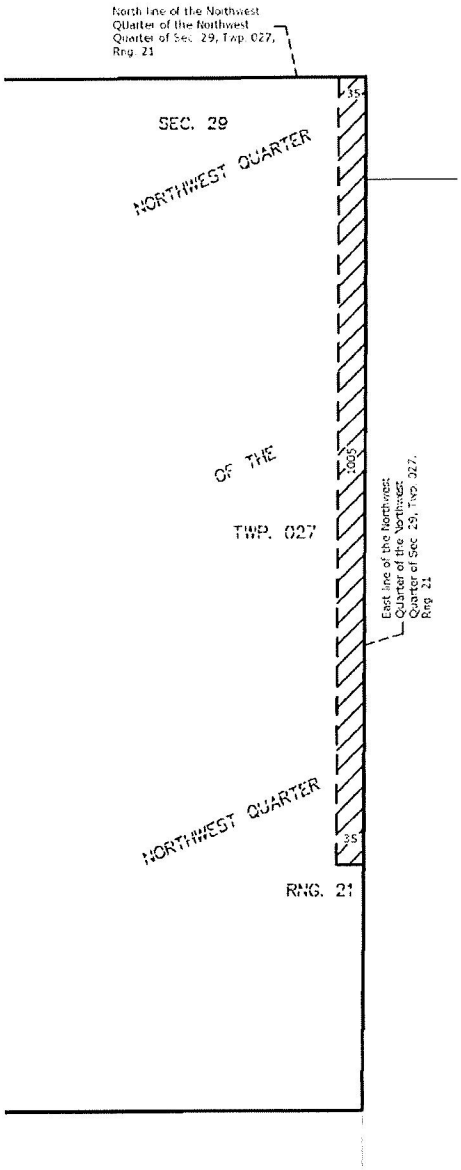
Abstract Property

EXHIBIT B
LEGAL DESCRIPTION OF TEMPORARY EASEMENT AREA

A temporary easement for access purposes over, under, and across the North 1005.00 feet of the East 35.00 feet of the Northwest Quarter of the Northwest Quarter of Section 29, Township 027, Range 21, Washington County, Minnesota.

EXHIBIT C
DEPICTION OF TEMPORARY EASEMENT AREA

COTTAGE GROVE, MINNESOTA



TEMPORARY ACCESS EASEMENT

A temporary easement for access purposes over, under, and across the North 1005.00 feet of the East 35.00 feet of the Northwest Quarter of the Northwest Quarter of Section 29, Township 027, Range 21, Washington County, Minnesota.

Temporary Access Easement

N

0 100 200

SCALE IN FEET

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: DANIEL J. ROEBER

SIGNATURE:

DATE MAY 17, 2022 LIC. NO. 43133

Stantec
Minneapolis Office
733 Marquette Ave
Suite 1000
Minneapolis, MN 55402
Phone: 612-712-2000
Website:www.stantec.com

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DRAWN DJR

PROJ. NO. 193805569

(Top 3 inches reserved for recording data)

AFFIDAVIT OF TRUSTEE (inter vivos Trust)

State of Minnesota, County of Washington

Joseph J. Zywiec, being first duly sworn on oath states, or affirms under penalties of perjury, that:

1. Affiant is the trustee named in that certain Certificate of Trust to which this Affidavit is attached, executed by Affiant or another trustee or the settlor of the trust described in the Certificate of Trust (or set forth in the trust instrument), which relates to real property in Washington County, Minnesota, legally described as follows:

The Northwest Quarter of the Northwest Quarter of Section 29, Township 27, Range 21, Washington County, Minnesota.

Abstract Property

2. The names and addresses of the trustees empowered under the trust instrument to act at the time of the execution of this Affidavit are as follows:

Joseph J. Zywiec
1299 Palisade Path
Woodbury, MN 55129

3. The trustee who has executed that certain Easement instrument (deed, mortgage, or other conveyance), relating to the real property described above, between **Joseph J. Zywiec and Nora J. Scribner, husband and wife, Joseph J. Zywiec, as trustee of Zywiec Family Trust, and the City of Cottage Grove, a Minnesota municipal corporation,** which instrument is dated **May ___, 2022** (a) are empowered by the provisions of the trust to sell, convey, pledge, mortgage, lease, transfer title to, or release, any interest in real property held in trust; and (b) are the requisite number of trustees required by the provisions of the trust instrument to execute and deliver such an instrument.

4. The trust has not terminated and trust instrument has not been revoked.

5. There has been no amendment to the trust that limits the power of trustees to execute and deliver the instrument described in paragraph 3.

6. The trust is not supervised by any court.

7. Affiants do not have actual knowledge of any facts indicating the trust is invalid.

Affiant

Joseph J. Zywiec

Signed and sworn to (or affirmed) before me on **May 2, 2022** by **Joseph J. Zywiec**.

(Stamp)

ALYSSA C. FRASCHT
NOTARY PUBLIC MINNESOTA
My Comm. Expires Jan. 31, 2026

(signature of notarial officer)

Title (and Rank): Notary Public

My commission expires: Jan 31 2026
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
Korine Land, #262432
LeVander, Gillen, & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
(651) 451-1831

(Top 3 inches reserved for recording data)

CERTIFICATE OF TRUST
by Individual

State of Minnesota, County of Washington

Joseph J. Zywiec, being first duly sworn on oath states, or affirms under penalties of perjury, that:

1. The name of the trust, if one is given, is: **Zywiec Family Trust.**

2. The date of the trust instrument is: **September 24, 2003.**

3. The name and address of each trustee empowered to act under the trust instrument at the time of execution of this Certificate of Trust is:

Joseph J. Zywiec
1299 Palisade Path
Woodbury, MN 55129

4. The Trustee is authorized by the trust Instrument to sell, convey, pledge, mortgage, lease, or transfer title to any interest in real or personal property, except as limited by the following: **none**

5. The number of trustees required to act is: 1.

6. The trust **has not** been terminated
The trust instrument **has not** been revoked.

Pursuant to Minn. Stat. 501C.1013 subd. 2:
The name of each settlor of the trust is: **Deborah A. Zywiec.**

The name of each original Trustee is: **Joseph J. Zywiec.**

An Affidavit of Trustee, consisting of 2 pages, is attached to this Certificate of Trust.

The statements contained in this Certificate of Trust are true and correct and there are no other provisions in the trust instrument, or amendments to it, that limit (i) the powers of the trustee(s) to sell, convey, pledge, mortgage, lease, or transfer title to interest in real or personal property, or (ii) the authority of the trustees to exercise any other power identified in this Certificate of Trust.

Trustee or Settlor

Joseph J. Zywiec

Signed and sworn to (or affirmed) before me on **May 27, 2022** by **Joseph J. Zywiec**.

(Stamp)

ALYSSA C. FRASCHT
NOTARY PUBLIC MINNESOTA
My Comm. Expires Jan. 31, 2026

(signature of notarial officer)

Title (and Rank): Notary Public

My commission expires: Jan 31 2026
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
Korine Land, #262432
LeVander, Gillen, & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
(651) 451-1831

City Council Action Request

7M

Meeting Date	6/1/2022
Department	Administration
Agenda Category	Consent Agenda
Title	Massage Therapist License
Staff Recommendation	Authorize issuance of a massage therapist licenses to Colton Westley Maddy and Samantha Legato, who will be working at The Healing Place of Cottage Grove, 8617 W. Pt. Douglas Rd. S. Suite 140 pending background check approval.
Budget Implication	N/A
Attachments	Colton Maddy - Massage License Memo.tif 50.03KB Samantha Legato - Massage License Memo.tif 50.23KB

Cottage Grove
Where Pride and Prosperity Meet

Department of Public Safety
Police • Fire • EMS

To: City Administrator Jennifer Levitt

From: Deputy Director of Public Safety Randy McAlister

Date: 05/27/2022

Subject: **MASSAGE LICENSE APPLICATION**

Colton Westley Maddy DOB: 04/29/1990, 211 W Locust Street, Duluth, MN 55811, (218) 221-0661, dba/The Healing Place Of Cottage Grove, 8617 W Point Douglas Rd S #140, Cottage Grove, MN 55016 has submitted a Massage License Application.

The Cottage Grove Police Department is in the process of conducting a background check of the applicant as well as warrant checks and Minnesota Criminal History checks for the name submitted. Any derogatory findings will be reported.

/ajh

CC: CG-OE-220527-001

Cottage Grove
Where Pride and Prosperity Meet

Department of Public Safety
Police • Fire • EMS

To: City Administrator Jennifer Levitt

From: Deputy Director of Public Safety Randy McAlister

Date: 05/27/2022

Subject: **MASSAGE LICENSE APPLICATION**

Samantha Gabriel Paj Huab Legato DOB 01/27/1992, 211 W Locust Street, Duluth, MN 55811, (612) 707 0910, dba/The Healing Place Of Cottage Grove, 8617 W Point Douglas Rd S #140, Cottage Grove, MN 55016 has submitted a Massage License Application.

The Cottage Grove Police Department is in the process of conducting a background check of the applicant as well as warrant checks and Minnesota Criminal History checks for the name submitted. Any derogatory findings will be reported.

/ajh

CC: CG-OE-220527-001

City Council Action Request

7N

Meeting Date	6/1/2022
Department	Public Safety
Agenda Category	Consent Agenda
Title	Las Margaritas Compliance Check Update
Staff Recommendation	Receive information pertaining to Las Margaritas alcohol compliance check.
Budget Implication	N/A
Attachments	Las Margaritas - Memo.tif 2.75MB

Cottage Grove
Where Pride and Prosperity Meet

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

From: Peter J Koerner, Director of Public Safety

Date: May 25, 2022

Subject: **LAS MARGARITAS COMPLIANCE CHECK UPDATE**

At the February 16, 2022, regular council meeting, MOPECA of Cottage Grove, Inc., Las Margaritas Mexican Restaurant, was given the opportunity to speak of the alcohol compliance check violation. They did not attend and acknowledged that they failed and did not wish to dispute.

Council discussed the violation and made the motion to have the owners and staff of Las Margaritas undergo an approved training program within the next 90 days and will discontinue the $500 fine and one-day suspension when completed.

Community Engagement Officer Schoen worked with the owners of Las Margaritas and helped coordinate approved training. Staff attended the Minnesota Licensed Beverage Association – Selling Alcohol Legally Effectively & Safely course and provided the attendance roster. Las Margaritas is in compliance with the directive to attend approved training.

The ownership team has been great to work with and are very responsive.

Recommendation
Receive information pertaining to Las Margaritas alcohol compliance check.

City Council Action Request

Cottage Grove
Where Pride and Prosperity Meet

8A

Meeting Date	6/1/2022
Department	Finance
Agenda Category	Approve Disbursements
Title	Approve payments for the period of 5-11-2022 through 6-2-2022 in the amount of $2,333,769.75.
Staff Recommendation	
Budget Implication	N/A
Attachments	EXPENSE APPROVAL REPORT.tif 3.88MB PAYROLL CHECK REGISTER.tif 23.01KB

Cottage Grove

Expense Approval Report
By Vendor Name

Payment Dates 5/11/2022 - 6/2/2022

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN01033 - ABLE HOSE AND RUBBER, LLC					
ABLE HOSE AND RUBBER, LLC	13141	05/26/2022	227570-001	NOZZLE W/BUMPER & GASKETS	51.30
ABLE HOSE AND RUBBER, LLC	13141	05/26/2022	227570-001	NOZZLE W/BUMPER & GASKETS	51.28
ABLE HOSE AND RUBBER, LLC	13141	05/26/2022	227570-001	NOZZLE W/BUMPER & GASKETS	51.28
ABLE HOSE AND RUBBER, LLC	13141	05/26/2022	227570-001	NOZZLE W/BUMPER & GASKETS	51.28
ABLE HOSE AND RUBBER, LLC	13141	05/26/2022	227753-001	ADAPTERS - 0044/34341	87.31
				Vendor VEN01033 - ABLE HOSE AND RUBBER, LLC Total:	**292.45**
Vendor: VEN31355 - ACE TRAILER SALES					
ACE TRAILER SALES	216290	05/25/2022	449747	RED CLEARANCE LIGHT - 7010/34321	3.50
				Vendor VEN31355 - ACE TRAILER SALES Total:	**3.50**
Vendor: VEN20033 - ACUSHNET COMPANY					
ACUSHNET COMPANY	216179	05/11/2022	912825099	PROSHOP MERCHANDISE	232.80
ACUSHNET COMPANY	216179	05/11/2022	913035250	CREDIT INV# 912825099 - PROSHOP MERCHANDISE	-200.00
ACUSHNET COMPANY	216179	05/11/2022	913095589	PROSHOP MERCHANDISE	146.51
ACUSHNET COMPANY	216179	05/11/2022	913095696	PROSHOP MERCHANDISE	949.50
ACUSHNET COMPANY	216229	05/18/2022	913187331	PROSHOP MERCHANDISE	58.80
ACUSHNET COMPANY	216291	05/25/2022	913217240	PROSHOP MERCHANDISE	147.00
ACUSHNET COMPANY	216179	05/11/2022	913229239	CREDIT INV# 913010199 - PROSHOP MERCHANDISE	-100.00
ACUSHNET COMPANY	216291	05/25/2022	913240882	PROSHOP MERCHANDISE	44.10
ACUSHNET COMPANY	216291	05/25/2022	913257044	PROSHOP MERCHANDISE	562.57
				Vendor VEN20033 - ACUSHNET COMPANY Total:	**1,841.28**
Vendor: VEN01187 - ADVANCED GRAPHIX INC					
ADVANCED GRAPHIX INC	216230	05/18/2022	209118	CLM# CA210646 - FENDER DECAL 1857/34286	11.50
ADVANCED GRAPHIX INC	216230	05/18/2022	209118	CLM# CA210646 - FENDER DECAL 2256/34287	11.50
				Vendor VEN01187 - ADVANCED GRAPHIX INC Total:	**23.00**
Vendor: VEN35068 - AI TECHNOLOGIES LLC					
AI TECHNOLOGIES LLC	13142	05/26/2022	20011052022	MAY BENEFITS ADMINISTRATION FEES	340.00
				Vendor VEN35068 - AI TECHNOLOGIES LLC Total:	**340.00**
Vendor: VEN35859 - AMANDA MUELLER					
AMANDA MUELLER	216231	05/18/2022	20220518	REIMBURSE NOTARY REGISTRATION FEE	20.00
				Vendor VEN35859 - AMANDA MUELLER Total:	**20.00**
Vendor: VEN33229 - AMAZON FULFILLMENT SERVICES, INC.					
AMAZON FULFILLMENT SERVI	13046	05/16/2022	1RDD-DV9V-XXH4	REAR DRIVEN CLUTCH EZGO GAS GOLF CART 4 CYCLE	125.00
AMAZON FULFILLMENT SERVI	13089	05/19/2022	136T-VM1J-VK3W	AC/DC ADAPTER-PD	33.85
AMAZON FULFILLMENT SERVI	13046	05/16/2022	1D14-H4QV-YRKP	KEURIG COFFEE MAKER & SUPPLIES-HERO CENTER	145.93
AMAZON FULFILLMENT SERVI	13046	05/16/2022	1FTN-K3JG-7MFJ	HEADPHONES/SPEAKERS/KEY BOARD & MOUSE/WEBCAM-I	1,852.46
AMAZON FULFILLMENT SERVI	13089	05/19/2022	1NDP-4L4L-DYCP	TOILET TISSUE DISPENSER SPINDLE-CITY HALL	28.55
AMAZON FULFILLMENT SERVI	13089	05/19/2022	1QMR-WM9V-7XHN	COVID19 ANTIGEN RAPID TESTS	449.50

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
AMAZON FULFILLMENT SERVI	13089	05/19/2022	1RC3-119D-K7XX	DRONE BATTERIES-PD	1,144.00
AMAZON FULFILLMENT SERVI	13089	05/19/2022	1GQT-DDL3-349R	AAA & 9 VOLT BATTERIES/M18 BATTERY PAC	49.95
AMAZON FULFILLMENT SERVI	13089	05/19/2022	1GQT-DDL3-349R	AAA & 9 VOLT BATTERIES/M18 BATTERY PAC	319.04
AMAZON FULFILLMENT SERVI	13089	05/19/2022	1JCT-VXLC-YH7L	RECORDABLE MEDIA DISC/SCREWDRIVER KIT-PD	47.44
AMAZON FULFILLMENT SERVI	13089	05/19/2022	1JCT-VXLC-YH7L	RECORDABLE MEDIA DISC/SCREWDRIVER KIT-PD	33.98
AMAZON FULFILLMENT SERVI	13089	05/19/2022	1LRN-RRVX-1WXN	COMMUNITY SHOWCASE SUPPLIES-REC	48.24
AMAZON FULFILLMENT SERVI	13143	05/26/2022	1DQ7-T9M7-66GR	BLUE DISPOSABLE 3-LAYER FACE MASKS-EMS SUPPLIES	295.39
				Vendor VEN33229 - AMAZON FULFILLMENT SERVICES, INC. Total:	**4,573.33**
Vendor: VEN31224 - AMERICAN FAMILY LIFE ASSURANCE COMPANY OF COLUMBUS					
AMERICAN FAMILY LIFE ASSU	13090	05/19/2022	INV024952	5/5/22 BIWEEKLY PAYROLL 4/11/22-4/24/22	201.13
AMERICAN FAMILY LIFE ASSU	13090	05/19/2022	INV024964	5/19/22 BIWEEKLY PAYROLL 4/25/22-5/8/22	201.13
				Vendor VEN31224 - AMERICAN FAMILY LIFE ASSURANCE COMPANY OF COLUMBUS Total:	**402.26**
Vendor: VEN01079 - AMERICAN FLAGPOLE AND FLAG COMPANY					
AMERICAN FLAGPOLE AND FL	216292	05/25/2022	172769	FLAG POLE REPAIR-FIRE	175.85
				Vendor VEN01079 - AMERICAN FLAGPOLE AND FLAG COMPANY Total:	**175.85**
Vendor: VEN01027 - ANCOM TECHNICAL CENTER					
ANCOM TECHNICAL CENTER	216180	05/11/2022	107613	SIREN #3 & #8 - BATTERY SERVICE	190.00
				Vendor VEN01027 - ANCOM TECHNICAL CENTER Total:	**190.00**
Vendor: VEN01017 - ASPEN EQUIPMENT COMPANY					
ASPEN EQUIPMENT COMPAN	13091	05/19/2022	10237748	PINTLE HITCH - 4005/34212	401.78
ASPEN EQUIPMENT COMPAN	13091	05/19/2022	10237895	PINS & SET SCREWS - STOCK ITEM	146.24
				Vendor VEN01017 - ASPEN EQUIPMENT COMPANY Total:	**548.02**
Vendor: VEN29293 - ASPEN MILLS					
ASPEN MILLS	216181	05/11/2022	288636	UNIFORM - KREMINSKI	35.62
ASPEN MILLS	216181	05/11/2022	288636	UNIFORM - KREMINSKI	106.86
ASPEN MILLS	216232	05/18/2022	293033	UNIFORM & EMBROIDERY - ZACCARD	365.35
ASPEN MILLS	216232	05/18/2022	293118	UNIFORM - ZACCARD	99.00
ASPEN MILLS	216293	05/25/2022	293612	UNIFORM & EMBROIDERY - REDENIUS	129.15
				Vendor VEN29293 - ASPEN MILLS Total:	**735.98**
Vendor: VEN32776 - ASSUREDPARTNERS OF MINNESOTA, LLC					
ASSUREDPARTNERS OF MINN	216182	05/11/2022	320735	POLICY RENEWAL AGENCY PROCESSING FEE 4/3/22-4/3/23	10,000.00
				Vendor VEN32776 - ASSUREDPARTNERS OF MINNESOTA, LLC Total:	**10,000.00**
Vendor: VEN35831 - AURORA STRATEGIC ADVISORS INC					
AURORA STRATEGIC ADVISOR	216233	05/18/2022	22-CG-4	FEDERAL LOBBYIST - APRIL 2022	3,636.36
				Vendor VEN35831 - AURORA STRATEGIC ADVISORS INC Total:	**3,636.36**
Vendor: VEN02001 - BAILEY NURSERIES, INC.					
BAILEY NURSERIES, INC.	13144	05/26/2022	INV0644955	2022 ARBOR DAY TREES	2,010.00
				Vendor VEN02001 - BAILEY NURSERIES, INC. Total:	**2,010.00**
Vendor: VEN34204 - BENEFIT EXTRAS, INC.					
BENEFIT EXTRAS, INC.	13145	05/26/2022	108645	MAY FEES - COBRA/RETIREE BILLING/HRA & FLEX ADMIN	1,035.00
				Vendor VEN34204 - BENEFIT EXTRAS, INC. Total:	**1,035.00**
Vendor: VEN32796 - BERGANKDV, LTD					
BERGANKDV, LTD	216234	05/18/2022	1162190	2021 FINANCIAL AUDIT SVCS	7,500.00

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
BERGANKDV, LTD	216234	05/18/2022	1162190	2021 FINANCIAL AUDIT SVCS	3,750.00
BERGANKDV, LTD	216234	05/18/2022	1162190	2021 FINANCIAL AUDIT SVCS	3,750.00
				Vendor VEN32796 - BERGANKDV, LTD Total:	**15,000.00**
Vendor: VEN33122 - BIRCH TREE CARE, LLC					
BIRCH TREE CARE, LLC	216183	05/11/2022	36602	WINTER TREE PRUNING - REMAINING HALF COMPLETE	50,108.00
				Vendor VEN33122 - BIRCH TREE CARE, LLC Total:	**50,108.00**
Vendor: VEN35453 - BIX PRODUCE COMPANY LLC					
BIX PRODUCE COMPANY LLC	13047	05/16/2022	5378018	FOOD FOR CLUBHOUSE	199.60
BIX PRODUCE COMPANY LLC	13047	05/16/2022	356484	CREDIT INV# 5380146 - SOUR CREAM	-12.85
BIX PRODUCE COMPANY LLC	13047	05/16/2022	5380146	FOOD FOR CLUBHOUSE	211.20
BIX PRODUCE COMPANY LLC	13092	05/19/2022	5384845	FOOD FOR CLUBHOUSE	293.20
BIX PRODUCE COMPANY LLC	13146	05/26/2022	5391840	FOOD FOR CLUBHOUSE	267.95
				Vendor VEN35453 - BIX PRODUCE COMPANY LLC Total:	**959.10**
Vendor: VEN35384 - BLACK CLOVER ENTERPRISES LLC					
BLACK CLOVER ENTERPRISES L	13093	05/19/2022	BCE125519	PROSHOP MERCHANDISE	1,048.25
BLACK CLOVER ENTERPRISES L	13147	05/26/2022	BCE127395	PROSHOP MERCHANDISE	44.45
				Vendor VEN35384 - BLACK CLOVER ENTERPRISES LLC Total:	**1,092.70**
Vendor: VEN31447 - BOLTON & MENK, INC					
BOLTON & MENK, INC	13148	05/26/2022	287713	2021 GIS WEB APPLICATION SVCS 2/19/22-4/1/22	1,560.00
BOLTON & MENK, INC	13148	05/26/2022	287714	2021 PAVEMENT MANAGEMENT SVCS 2/19/22 -4/1/22	1,558.50
BOLTON & MENK, INC	13148	05/26/2022	287715	2022 MILL OVERLAY PROJECT SVCS 2/19/22-4/1/22	24,145.00
BOLTON & MENK, INC	13148	05/26/2022	287716	9484 GLENDENNING ROAD SVCS 2/19/22-4/1/22	6,417.00
BOLTON & MENK, INC	13148	05/26/2022	287717	95TH JAMAICA SITE SVCS 2/19/22-4/1/22	777.00
BOLTON & MENK, INC	13148	05/26/2022	287718	ANDERSEN RENEWAL EXPANSION SVCS 2/19/22-4/1/22	3,706.20
BOLTON & MENK, INC	13148	05/26/2022	287718	ANDERSEN RENEWAL EXPANSION SVCS 2/19/22-4/1/22	5,512.50
BOLTON & MENK, INC	13148	05/26/2022	287719	BAILEY DEVELOPMENT SVCS 2/19/22-4/1/22	412.50
BOLTON & MENK, INC	13148	05/26/2022	287720	CARDINAL RESERVE SVCS 2/19/22-4/1/22	515.00
BOLTON & MENK, INC	13148	05/26/2022	287721	COMP SANITARY SEWER PLAN SVCS 2/19/22-4/1/22	17,909.00
BOLTON & MENK, INC	13148	05/26/2022	287722	EASTBROOKE 2ND ADDITION SVCS 2/19/22-4/1/22	247.50
BOLTON & MENK, INC	13148	05/26/2022	287727	JAMAICA AVENUE EASEMENT RESEARCH SVCS 2/19-4/1/22	432.00
BOLTON & MENK, INC	13148	05/26/2022	287727	CCIP ASSISTANCE 2022 SVCS 2/19/22-4/1/22	8,723.00
BOLTON & MENK, INC	13148	05/26/2022	287727	2021 POND MAINTENANCE SVCS 2/19/22-4/1/22	1,706.00
BOLTON & MENK, INC	13148	05/26/2022	287727	ZYWIEC'S PARCEL SVCS 2/19/22-4/1/22	468.00
BOLTON & MENK, INC	13148	05/26/2022	287727	7470 EAST POINT STORMWATER SVCS 2/19/22-4/1/22	936.00
BOLTON & MENK, INC	13148	05/26/2022	287727	7601 79TH STREET SVCS 2/19/22-4/1/22	1,648.00
BOLTON & MENK, INC	13148	05/26/2022	287727	JAMAICA-100TH PARCEL STORMWATER SVC 2/19/22-4/1/22	651.00

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
BOLTON & MENK, INC	13148	05/26/2022	287727	EAST RAVINE STORMWATER AREA CHARGE SVC 2/19-4/1/22	276.00
BOLTON & MENK, INC	13148	05/26/2022	287727	2022 STREETLIGHT WIRE MAINTENANCE SVCS 2/19-4/1/22	959.00
BOLTON & MENK, INC	13148	05/26/2022	287727	JENSEN PROPERTY SVCS 2/19/22-4/1/22	216.00
BOLTON & MENK, INC	13148	05/26/2022	287727	97TH-HEMINGWAY STORMWATER SVC 2/19/22-4/1/22	1,044.00
BOLTON & MENK, INC	13148	05/26/2022	287728	GIS PASER APPLICATION SVCS 2/19/22-4/1/22	1,710.00
BOLTON & MENK, INC	13148	05/26/2022	287729	GIS PROJECT UPDATES SVCS 2/19/22-4/1/22	5,784.00
BOLTON & MENK, INC	13148	05/26/2022	287730	GLACIAL VALLEY ESTATES SVCS 2/19/22-4/1/22	82.50
BOLTON & MENK, INC	13148	05/26/2022	287731	GLACIAL VALLEY ESTATES 2ND SVCS 2/19/22-4/1/22	2,073.00
BOLTON & MENK, INC	13148	05/26/2022	287741	GLACIAL VALLEY PARK PH 1 SVCS 2/19/22-4/1/22	68,155.00
BOLTON & MENK, INC	13148	05/26/2022	287742	HAMLET PARK EXP PHASE 3 SVCS 2/19/22-4/1/22	4,117.00
BOLTON & MENK, INC	13148	05/26/2022	287743	HAWTHORNE SVCS 2/19/22-4/1/22	767.00
BOLTON & MENK, INC	13148	05/26/2022	287744	HAWTHORNE 2ND ADDITION SVCS 2/19/22-4/1/22	10,035.00
BOLTON & MENK, INC	13148	05/26/2022	287745	HEMINGWAY INDUSTRIAL SVCS 2/19/22-4/1/22	501.00
BOLTON & MENK, INC	13148	05/26/2022	287746	HIGH POINTE SVCS 2/19/22-4/1/22	516.00
BOLTON & MENK, INC	13148	05/26/2022	287747	HIGH POINTE 2ND ADDITION SVCS 2/19/22-4/1/22	612.00
BOLTON & MENK, INC	13148	05/26/2022	287748	HINTON WOODS SVCS 2/19/22-4/1/22	690.00
BOLTON & MENK, INC	13148	05/26/2022	287750	JAMAICA AVENUE EAST POINT SVCS 2/19/22-4/1/22	24,692.00
BOLTON & MENK, INC	13148	05/26/2022	287754	LAKE ROBERT OUTLET SVCS 2/19/22-4/1/22	3,214.50
BOLTON & MENK, INC	13148	05/26/2022	287755	LEAFLINE EXPANSION SVCS 2/19/22-4/1/22	235.00
BOLTON & MENK, INC	13148	05/26/2022	287756	L-P3 POND IMPROVEMENTS SVCS 2/19/22-4/1/22	11,570.00
BOLTON & MENK, INC	13148	05/26/2022	287757	MICHAEL'S POINTE SVCS 2/19/22-4/1/22	18,834.00
BOLTON & MENK, INC	13148	05/26/2022	287758	MISSISSIPPI LANDING SVCS 2/19/22-4/1/22	6,539.00
BOLTON & MENK, INC	13148	05/26/2022	287759	NORTHWICK PARK SVCS 2/19/22-4/1/22	234.00
BOLTON & MENK, INC	13148	05/26/2022	287760	NORTHWICK PARK 2ND ADD SVCS 2/19/22-4/1/22	151.50
BOLTON & MENK, INC	13148	05/26/2022	287761	OAKWOOD PARK IMPROVEMENTS SVCS 2/19/22-4/1/22	3,754.00
BOLTON & MENK, INC	13148	05/26/2022	287762	OFFICE HOURS SVCS 2/19/22-4/1/22	13,004.00
BOLTON & MENK, INC	13148	05/26/2022	287763	PARKVIEW POINTE FINAL ST SVCS 2/19/22-4/1/22	2,731.00
BOLTON & MENK, INC	13148	05/26/2022	287764	PILLAI BUILDERS SVCS 2/19/22-4/1/22	165.00
BOLTON & MENK, INC	13148	05/26/2022	287765	PLANNING SVC OFFICE HOURS SVCS 2/19/22-4/1/22	21,786.00
BOLTON & MENK, INC	13148	05/26/2022	287767	RAVINE CROSSING SVCS 2/19/22-4/1/22	364.00

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
BOLTON & MENK, INC	13148	05/26/2022	287768	ROLLING MEADOWS SVCS 2/19/22-4/1/22	1,377.00
BOLTON & MENK, INC	13148	05/26/2022	287774	SETTLERS BLUFF SVCS 2/19/22-4/1/22	4,338.00
BOLTON & MENK, INC	13148	05/26/2022	287790	SETTLERS BLUFF 2ND ADDITION SVCS 2/19/22-4/1/22	922.50
BOLTON & MENK, INC	13148	05/26/2022	287791	SHOPPES AT COTTAGE VIEW SVCS 2/19/22-4/1/22	8,233.50
BOLTON & MENK, INC	13148	05/26/2022	287792	SOUTH DISTRICT TRUNK SEWER SVCS 2/19/22-4/1/22	4,722.00
BOLTON & MENK, INC	13148	05/26/2022	287793	SOUTH DISTRICT TRUNK STORM SVCS 2/19/22-4/1/22	17,242.50
BOLTON & MENK, INC	13148	05/26/2022	287794	SOUTHWEST ARTERIAL SVCS 2/19/22-4/1/22	28,776.00
BOLTON & MENK, INC	13148	05/26/2022	287795	TG-P14 POND IMPROVEMENTS SVCS 2/19/2	13,601.50
BOLTON & MENK, INC	13148	05/26/2022	287796	WEBER-OPPIDAN DEVELOPMENT SVCS 2/19/22 -4/1/22	1,812.00
				Vendor VEN31447 - BOLTON & MENK, INC Total:	**363,160.70**
Vendor: VEN02288 - BOUND TREE MEDICAL, LLC					
BOUND TREE MEDICAL, LLC	13048	05/16/2022	84484630	EMS SUPPLIES	415.45
BOUND TREE MEDICAL, LLC	13048	05/16/2022	84484631	EMS SUPPLIES	18.49
BOUND TREE MEDICAL, LLC	13048	05/16/2022	84487835	EMS SUPPLIES	11.75
BOUND TREE MEDICAL, LLC	13048	05/16/2022	84489293	EMS SUPPLIES	8.70
BOUND TREE MEDICAL, LLC	13048	05/16/2022	84489294	EMS SUPPLIES	549.90
BOUND TREE MEDICAL, LLC	13152	05/26/2022	84500983	EMS SUPPLIES	143.33
BOUND TREE MEDICAL, LLC	13152	05/26/2022	84504160	EMS SUPPLIES	138.21
BOUND TREE MEDICAL, LLC	13152	05/26/2022	84506592	EMS SUPPLIES	653.62
				Vendor VEN02288 - BOUND TREE MEDICAL, LLC Total:	**1,939.45**
Vendor: VEN02005 - BOYER FORD TRUCKS INC					
BOYER FORD TRUCKS INC	13153	05/26/2022	7P33107	LED TAIL LAMPS - RETURNED	552.36
				Vendor VEN02005 - BOYER FORD TRUCKS INC Total:	**552.36**
Vendor: VEN35801 - BRANDED BILLS					
BRANDED BILLS	216294	05/25/2022	INV0006009	PROSHOP MERCHANDISE	895.31
				Vendor VEN35801 - BRANDED BILLS Total:	**895.31**
Vendor: VEN35273 - BREAKTHRU BEVERAGE MINNESOTA BEER LLC					
BREAKTHRU BEVERAGE MINN	216184	05/11/2022	343832956	BEER FOR CLUBHOUSE	162.00
BREAKTHRU BEVERAGE MINN	216184	05/11/2022	343832957	BEER FOR CLUBHOUSE	375.80
BREAKTHRU BEVERAGE MINN	216295	05/25/2022	344021682	BEER FOR CLUBHOUSE	232.00
BREAKTHRU BEVERAGE MINN	216295	05/25/2022	344021683	BEER FOR CLUBHOUSE	568.40
				Vendor VEN35273 - BREAKTHRU BEVERAGE MINNESOTA BEER LLC Total:	**1,338.20**
Vendor: VEN34411 - BRIOFORM MARKETING INC					
BRIOFORM MARKETING INC	13094	05/19/2022	118792	RIVER OAKS TOP TRACER MARKETING MATERIALS	1,202.81
				Vendor VEN34411 - BRIOFORM MARKETING INC Total:	**1,202.81**
Vendor: VEN33107 - BURGGRAF'S ACE HARDWARE OF COTTAGE GROVE CO.					
BURGGRAF'S ACE HARDWARE	216185	05/11/2022	4547	FASTENERS-PARKS	1.80
BURGGRAF'S ACE HARDWARE	216235	05/18/2022	4553	MASTER PADLOCK-PARKS	17.95
BURGGRAF'S ACE HARDWARE	216296	05/25/2022	4580	EXPO DRY ERASE MARKERS-P	14.98
BURGGRAF'S ACE HARDWARE	216296	05/25/2022	4581	TRASH CAN-STREETLIGHTS	53.98
				Vendor VEN33107 - BURGGRAF'S ACE HARDWARE OF COTTAGE GROVE CO. Total:	**88.71**
Vendor: VEN03467 - C & H SPORT SURFACES, INC.					
C & H SPORT SURFACES, INC.	216236	05/18/2022	122	HIGHLAND B-BALL & INLINE NEW ASPHALT	19,450.00
				Vendor VEN03467 - C & H SPORT SURFACES, INC. Total:	**19,450.00**

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN34968 - CALIBER HOLDINGS CORPORATION					
CALIBER HOLDINGS CORPORA	13049	05/16/2022	3364001464	CLM# CA114999 - FA4193 REPAIRS 1962/34100	2,632.15
CALIBER HOLDINGS CORPORA	13095	05/19/2022	3364001560	CLM# CA208126 - FA4193 REPAIRS 1962/34236	3,671.61
CALIBER HOLDINGS CORPORA	13095	05/19/2022	3364001462	CLM# CA114999 - FA5027 REPAIRS 2160/34097	4,737.90
CALIBER HOLDINGS CORPORA	13154	05/26/2022	3364001590	CLM# CA209825 - FA3974 REPAIRS 1662/34285	3,430.99
				Vendor VEN34968 - CALIBER HOLDINGS CORPORATION Total:	**14,472.65**
Vendor: VEN35837 - CAYAN LLC					
CAYAN LLC	216186	05/11/2022	2247006	APRIL SAAS FEE CREDIT CARD READERS-ICE ARENA	14.85
				Vendor VEN35837 - CAYAN LLC Total:	**14.85**
Vendor: VEN03922 - CENTERPOINT ENERGY					
CENTERPOINT ENERGY	216187	05/11/2022	20220502	FIRE #3 GAS USAGE 3/24/22-4/21/22	360.15
CENTERPOINT ENERGY	216187	05/11/2022	20220502	WARMING HOUSE GAS USAGE 3/24/22-4/21/22	97.91
CENTERPOINT ENERGY	216187	05/11/2022	20220502	LAMAR PARK BLDG GAS USAGE 3/24/22-4/21/22	138.01
CENTERPOINT ENERGY	216187	05/11/2022	20220502	PW STORAGE BLDG GAS USAGE 3/24/22-4/21/22	232.21
CENTERPOINT ENERGY	216187	05/11/2022	20220502	RIVER OAKS PRO SHOP GAS USAGE 3/24/22-4/21/22	314.78
CENTERPOINT ENERGY	216187	05/11/2022	20220502	RIVER OAKS MAINT BLDG GAS USAGE 3/24/22-4/21/22	204.90
CENTERPOINT ENERGY	216187	05/11/2022	20220502	CLUBHOUSE GAS USAGE 3/24/22-4/21/22	1,128.67
				Vendor VEN03922 - CENTERPOINT ENERGY Total:	**2,476.63**
Vendor: VEN35388 - CENTRAL MCGOWAN INC					
CENTRAL MCGOWAN INC	13155	05/26/2022	171459	CO2/NITROGEN CYLINDER RENTAL	20.00
				Vendor VEN35388 - CENTRAL MCGOWAN INC Total:	**20.00**
Vendor: VEN03059 - CENTURY COLLEGE					
CENTURY COLLEGE	13050	05/16/2022	754233	10 HEARTSAVER PEDIATRIC FIRST AID CPR AED CARDS	200.00
				Vendor VEN03059 - CENTURY COLLEGE Total:	**200.00**
Vendor: VEN29526 - CENTURY LINK					
CENTURY LINK	216188	05/11/2022	20220428-1	MAY ACCT 651 458-8074 011	124.29
CENTURY LINK	216188	05/11/2022	20220428-2	MAY ACCT 651 459-8128 529	58.36
CENTURY LINK	216188	05/11/2022	20220428-3	MAY ACCT 651 459-8124 217	58.36
CENTURY LINK	216188	05/11/2022	20220428-4	MAY ACCT 651 459-2560 545	173.59
CENTURY LINK	216188	05/11/2022	20220428-5	MAY ACCT 651 459-9499 123	206.20
CENTURY LINK	216188	05/11/2022	20220428-6	MAY ACCT 651 459-3912 290	335.73
CENTURY LINK	216188	05/11/2022	20220428-7	MAY ACCT 651 459-2197 218	80.72
CENTURY LINK	216188	05/11/2022	20220428-8	MAY ACCT 651 458-2946 864	93.54
CENTURY LINK	216188	05/11/2022	20220428-8	MAY ACCT 651 458-2946 864	173.71
CENTURY LINK	216188	05/11/2022	20220501-1	MAY ACCT 612 E12-8029 542	530.00
CENTURY LINK	216188	05/11/2022	20220501-2	MAY ACCT 651 769-1028 761	160.53
CENTURY LINK	216237	05/18/2022	292432643	APRIL LONG DISTANCE	2.67
CENTURY LINK	216237	05/18/2022	292432643	APRIL LONG DISTANCE	2.51
CENTURY LINK	216237	05/18/2022	292432643	APRIL LONG DISTANCE	2.51
CENTURY LINK	216237	05/18/2022	292432643	APRIL LONG DISTANCE	25.73
				Vendor VEN29526 - CENTURY LINK Total:	**2,028.45**
Vendor: VEN33420 - CHARLES A WEINSTEIN					
CHARLES A WEINSTEIN	13051	05/16/2022	1683	STRATEGIC PLANNING FACILITATION	6,500.00
				Vendor VEN33420 - CHARLES A WEINSTEIN Total:	**6,500.00**

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN33565 - CINTAS CORPORATION NO. 2					
CINTAS CORPORATION NO. 2	13052	05/16/2022	4116781841	MAT SERVICE - ICE ARENA	60.40
CINTAS CORPORATION NO. 2	13052	05/16/2022	4116782096	SHOP TWL - AIR SVC - CART - HD SCRB SVC	17.76
CINTAS CORPORATION NO. 2	13052	05/16/2022	4116782096	SHOP TWL - AIR SVC - CART - HD SCRB SVC	17.76
CINTAS CORPORATION NO. 2	13052	05/16/2022	4116782183	PW UNIFORM SVC	6.13
CINTAS CORPORATION NO. 2	13052	05/16/2022	4116782183	PW UNIFORM SVC	37.43
CINTAS CORPORATION NO. 2	13052	05/16/2022	4116935789	SHOP TWL - PAPER CRT - RIVER OAKS UNIFORM SVC	53.32
CINTAS CORPORATION NO. 2	13096	05/19/2022	4117429836	PW UNIFORM SVC	6.13
CINTAS CORPORATION NO. 2	13096	05/19/2022	4117429836	PW UNIFORM SVC	37.43
CINTAS CORPORATION NO. 2	13096	05/19/2022	4117429852	SHOP TWL - AIR SVC - CART - SHELL SHOCK - SCRB SVC	19.50
CINTAS CORPORATION NO. 2	13096	05/19/2022	4117429852	SHOP TWL - AIR SVC - CART - SHELL SHOCK - SCRB SVC	19.50
CINTAS CORPORATION NO. 2	13096	05/19/2022	4117579494	MAT SERVICE - HERO CENTER	313.47
CINTAS CORPORATION NO. 2	13096	05/19/2022	4117579505	SHOP TWL - COVERALL - RIVER OAKS UNIFORM SVC	39.56
CINTAS CORPORATION NO. 2	13156	05/26/2022	4118143420	SHOP TWL - AIR SVC - CART - SCRB SVC	17.50
CINTAS CORPORATION NO. 2	13156	05/26/2022	4118143420	SHOP TWL - AIR SVC - CART - SCRB SVC	17.50
CINTAS CORPORATION NO. 2	13156	05/26/2022	4118143542	PW UNIFORM SVC	6.13
CINTAS CORPORATION NO. 2	13156	05/26/2022	4118143542	PW UNIFORM SVC	56.33
CINTAS CORPORATION NO. 2	13156	05/26/2022	4118294681	SHOP TWL - COVERALL - RIVER OAKS UNIFORM SVC	45.13
CINTAS CORPORATION NO. 2	13156	05/26/2022	4118800949	SHOP TWL - AIR SVC - CART - HD SCRB SVC - MAT SVC	34.95
CINTAS CORPORATION NO. 2	13156	05/26/2022	4118800949	SHOP TWL - AIR SVC - CART - HD SCRB SVC - MAT SVC	34.95
CINTAS CORPORATION NO. 2	13156	05/26/2022	4119512173	SHOP TWL - AIR SVC - CART - HD SCRB SVC	17.50
CINTAS CORPORATION NO. 2	13156	05/26/2022	4119512173	SHOP TWL - AIR SVC - CART - HD SCRB SVC	17.50
				Vendor VEN33565 - CINTAS CORPORATION NO. 2 Total:	**875.88**
Vendor: VEN03907 - CITY OF ST PAUL					
CITY OF ST PAUL	216238	05/18/2022	IN49073	PDI COURSE FIREARMS INSTRUCTOR PREP-KLIKA/RONNING	400.00
CITY OF ST PAUL	216238	05/18/2022	IN49083	CANINE BOARDING-GUNNAR 4/2/22-4/5/22	105.00
CITY OF ST PAUL	216297	05/25/2022	IN49267	MATERIAL COST-TRAFFIC SIGNAL WORK-APRIL 2022	822.53
CITY OF ST PAUL	216297	05/25/2022	IN49268	LABOR & EQUIPMENT-TRAFFIC SIGNAL WORK-APRIL	2,962.00
				Vendor VEN03907 - CITY OF ST PAUL Total:	**4,289.53**
Vendor: VEN35458 - CIVICPLUS LLC					
CIVICPLUS LLC	13053	05/16/2022	224129	HOURLY DESIGN RATE-LONGAECKER CONSULT	160.00
				Vendor VEN35458 - CIVICPLUS LLC Total:	**160.00**
Vendor: VEN03062 - CLEVELAND GOLF / SRIXON					
CLEVELAND GOLF / SRIXON	216239	05/18/2022	6757079 SO	PROSHOP MERCHANDISE	315.00
				Vendor VEN03062 - CLEVELAND GOLF / SRIXON Total:	**315.00**
Vendor: VEN12423 - CLIFTON LARSON ALLEN LLP					
CLIFTON LARSON ALLEN LLP	216190	05/11/2022	3260804	INVESTIGATION SERVICES THRU 4/24/22	8,190.57
				Vendor VEN12423 - CLIFTON LARSON ALLEN LLP Total:	**8,190.57**
Vendor: VEN03183 - COLLEGE CITY BEVERAGE, INC.					
COLLEGE CITY BEVERAGE, INC	13054	05/16/2022	788363	BEER FOR CLUBHOUSE	523.50
				Vendor VEN03183 - COLLEGE CITY BEVERAGE, INC. Total:	**523.50**

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN35037 - COLLINS ELECTRICAL CONSTRUCTION CO					
COLLINS ELECTRICAL CONSTR	216191	05/11/2022	2230817.01	INSTALLED VOT (LIGHT PREDICTION) SYSTEM-KINGSTON	2,500.00
				Vendor VEN35037 - COLLINS ELECTRICAL CONSTRUCTION CO Total:	**2,500.00**
Vendor: VEN32389 - COMCAST					
COMCAST	216192	05/11/2022	20220501-1	HERO CENTER ACCT# 8772105760380879 5/4/22-6/3/22	155.39
COMCAST	216192	05/11/2022	20220501-2	ICE ARENA ACCT# 8772105760336376 5/5/22-6/4/22	396.32
COMCAST	216240	05/18/2022	20220504	ICE ARENA CABLE SVC 5/14/22-6/13/22	38.01
COMCAST	216240	05/18/2022	20220504	CLUBHOUSE CABLE SVC 5/14/22-6/13/22	956.91
COMCAST	216240	05/18/2022	20220504	MAINT SHED CABLE SVC 5/14/22-6/13/22	213.40
COMCAST	216240	05/18/2022	20220504	PSCH CABLE SVC 5/14/22-6/13/22	477.89
COMCAST	216240	05/18/2022	20220504	PW CABLE SVC 5/14/22-6/13/22	134.85
COMCAST	216240	05/18/2022	20220504	FIRE CABLE SVC 5/14/22-6/13/22	63.36
COMCAST	216240	05/18/2022	20220508	CENTRAL FIRE ACCT# 8772105760347241 5/13-6/12/22	84.81
				Vendor VEN32389 - COMCAST Total:	**2,520.94**
Vendor: VEN03943 - COTTAGE GROVE ANIMAL HOSPITAL					
COTTAGE GROVE ANIMAL HO	216193	05/11/2022	255307	PREVENTATIVES FOR SCOUT	255.55
				Vendor VEN03943 - COTTAGE GROVE ANIMAL HOSPITAL Total:	**255.55**
Vendor: VEN03012 - CUB FOODS					
CUB FOODS	216241	05/18/2022	20220428	FOOD FOR CLUBHOUSE	39.49
CUB FOODS	216241	05/18/2022	20220429	FOOD FOR CLUBHOUSE	40.44
CUB FOODS	216298	05/25/2022	20220505	FOOD/BEVERAGE FOR SPRING CLEANUP	610.09
				Vendor VEN03012 - CUB FOODS Total:	**690.02**
Vendor: VEN03013 - CULLIGAN-MILBERT COMPANY					
CULLIGAN-MILBERT COMPAN	216242	05/18/2022	157X01225403	SOLAR SALT-CLUBHOUSE	41.65
CULLIGAN-MILBERT COMPAN	216242	05/18/2022	157X01238000	SOLAR SALT-PRO SHOP	14.25
				Vendor VEN03013 - CULLIGAN-MILBERT COMPANY Total:	**55.90**
Vendor: VEN35772 - CUTTER & BUCK INC					
CUTTER & BUCK INC	216243	05/18/2022	96123628	CLUBHOUSE/PROSHOP UNIFORMS	1,451.42
CUTTER & BUCK INC	216243	05/18/2022	96123628	CLUBHOUSE/PROSHOP UNIFORMS	1,451.42
CUTTER & BUCK INC	216299	05/25/2022	96137112	PROSHOP MERCHANDISE	1,067.86
				Vendor VEN35772 - CUTTER & BUCK INC Total:	**3,970.70**
Vendor: VEN04013 - DAKOTA COUNTY TECHNICAL COLLEGE					
DAKOTA COUNTY TECHNICAL	216244	05/18/2022	995492	PURSUIT & PIT/TVI REFRESHER-SHAVER/BOBICK	600.00
DAKOTA COUNTY TECHNICAL	216244	05/18/2022	1006157	PURSUIT & PIT/TVI REFRESHER-RAYMOND/RONN	600.00
				Vendor VEN04013 - DAKOTA COUNTY TECHNICAL COLLEGE Total:	**1,200.00**
Vendor: VEN29469 - DE LAGE LANDEN FINANCIAL SERVICES					
DE LAGE LANDEN FINANCIAL	216300	05/25/2022	76086763	GOLF CART LEASE 5/1/22-5/31/22	7,010.25
DE LAGE LANDEN FINANCIAL	216300	05/25/2022	76093012	CLUB CAR LEASE 5/1/22-5/31/22	391.63

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
DE LAGE LANDEN FINANCIAL	216300	05/25/2022	76093012	CLUB CAR LEASE 5/1/22-5/31/22	828.35
				Vendor VEN29469 - DE LAGE LANDEN FINANCIAL SERVICES Total:	**8,230.23**
Vendor: VEN35852 - DEBRA MCLEAN					
DEBRA MCLEAN	216194	05/11/2022	20220511	PAYROLL RETURN - ACH ERRO	75.00
				Vendor VEN35852 - DEBRA MCLEAN Total:	**75.00**
Vendor: VEN04249 - DELTA DENTAL PLAN OF MN					
DELTA DENTAL PLAN OF MN	216301	05/25/2022	CNS0000974288	COBRA PREMIUM-JUNE 2022	370.14
DELTA DENTAL PLAN OF MN	216301	05/25/2022	CNS0000974288	EMPLOYER PREMIUM-JUNE 2022	6,072.03
DELTA DENTAL PLAN OF MN	216301	05/25/2022	CNS0000974288	EMPLOYEE PREMIUM-JUNE 2022	3,249.88
				Vendor VEN04249 - DELTA DENTAL PLAN OF MN Total:	**9,692.05**
Vendor: VEN30005 - DEPARTMENT OF FINANCE					
DEPARTMENT OF FINANCE	216245	05/18/2022	20220518-1	CASE# CG20018351 - FORFEITURE/SEIZURE FUNDS	2.90
DEPARTMENT OF FINANCE	216245	05/18/2022	20220518-2	CASE# CG19017169 - FORFEITURE/SEIZURE FUNDS	14.00
DEPARTMENT OF FINANCE	216245	05/18/2022	20220518-3	CASE# CG21001538 - FORFEITURE/SEIZURE FUNDS	19.00
DEPARTMENT OF FINANCE	216245	05/18/2022	20220518-4	CASE# CG21024756 - FORFEITURE/SEIZURE FUNDS	149.27
DEPARTMENT OF FINANCE	216245	05/18/2022	20220518-5	CASE# CG21004223 - FORFEITURE/SEIZURE FUNDS	68.50
				Vendor VEN30005 - DEPARTMENT OF FINANCE Total:	**253.67**
Vendor: VEN04260 - DIVERSIFIED INSPECTIONS					
DIVERSIFIED INSPECTIONS	13097	05/19/2022	INDI49628	ANNUAL SAFETY INSPECTION - 3115/34299 & 3126/34300	3,115.15
				Vendor VEN04260 - DIVERSIFIED INSPECTIONS Total:	**3,115.15**
Vendor: VEN05003 - EARL F ANDERSEN, INC.					
EARL F ANDERSEN, INC.	216302	05/25/2022	129392-IN	KLEEN BREAK SHEAR BOLT WRENCH - 32MISC/34180	73.80
				Vendor VEN05003 - EARL F ANDERSEN, INC. Total:	**73.80**
Vendor: VEN05004 - ED'S TROPHIES INC					
ED'S TROPHIES INC	216195	05/11/2022	4426	EAGLE SCOUT AWARD PLATE	6.00
ED'S TROPHIES INC	216195	05/11/2022	4436	NAME PLATE-WHELAN	3.50
ED'S TROPHIES INC	216246	05/18/2022	4482	BASEBALL TOURNAMENT TROPHIES & MEDALS	510.00
				Vendor VEN05004 - ED'S TROPHIES INC Total:	**519.50**
Vendor: VEN06020 - ELLIOTT AUTO SUPPLY					
ELLIOTT AUTO SUPPLY	13157	05/26/2022	74-290653	BATTERIES - STOCK ITEM	523.23
ELLIOTT AUTO SUPPLY	13157	05/26/2022	1-Z29206	BATTERIES - STOCK ITEM	223.84
ELLIOTT AUTO SUPPLY	13157	05/26/2022	1-7609255	OIL FILTERS - STOCK ITEM	12.16
ELLIOTT AUTO SUPPLY	13157	05/26/2022	74-291045	AIR FLTR - STOCK ITEM	12.14
ELLIOTT AUTO SUPPLY	13157	05/26/2022	1-Z29274	BATTERIES - STOCK ITEM	143.87
				Vendor VEN06020 - ELLIOTT AUTO SUPPLY Total:	**915.24**
Vendor: VEN33671 - EMERGE ENTERPRISES INC					
EMERGE ENTERPRISES INC	216303	05/25/2022	6338	MATTRESS/BOX SPRING RECYCLING-SPRING CLEANUP	7,358.00
				Vendor VEN33671 - EMERGE ENTERPRISES INC Total:	**7,358.00**
Vendor: VEN05028 - EMERGENCY APPARATUS MAINTENANCE, INC.					
EMERGENCY APPARATUS MAI	13158	05/26/2022	121833	NFPA PUMP TEST - 3135/3435	265.00
EMERGENCY APPARATUS MAI	13055	05/16/2022	122495	VALVES SERVICED - 3115/34251	8,216.93
EMERGENCY APPARATUS MAI	13055	05/16/2022	122497	VALVES SERVICED - 3145/34250	5,980.65
				Vendor VEN05028 - EMERGENCY APPARATUS MAINTENANCE, INC. Total:	**14,462.58**

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN05060 - EMERGENCY AUTOMOTIVE TECHNOLOGIES INC					
EMERGENCY AUTOMOTIVE TE	13056	05/16/2022	JP041222-40	SQUAD 1839 - VISOR MOUNT WARNING LIGHT	191.01
				Vendor VEN05060 - EMERGENCY AUTOMOTIVE TECHNOLOGIES INC Total:	**191.01**
Vendor: VEN35861 - ENVIRONMENTAL PRODUCTS & ACCESSORIES LLC					
ENVIRONMENTAL PRODUCTS	216304	05/25/2022	258024	1/2" LINEAR HYDRO EXCAVATION TRIGGER GUN-SEWER	1,480.04
				Vendor VEN35861 - ENVIRONMENTAL PRODUCTS & ACCESSORIES LLC Total:	**1,480.04**
Vendor: VEN35866 - EQUIAN LLC					
EQUIAN LLC	216305	05/25/2022	20220525	REFUND EMS OVERPAYMENT - CGA4257C1 11/11/2021	804.32
				Vendor VEN35866 - EQUIAN LLC Total:	**804.32**
Vendor: VEN34324 - EWT HOLDINGS III CORP					
EWT HOLDINGS III CORP	13159	05/26/2022	905350421	APRIL EQUIPMENT RENTAL WELL 10	39,200.00
EWT HOLDINGS III CORP	13159	05/26/2022	905350421	APRIL EQUIPMENT RENTAL WELL 3	21,600.00
EWT HOLDINGS III CORP	13159	05/26/2022	905350423	APRIL EQUIPMENT RENTAL WELL 7/8	43,200.00
				Vendor VEN34324 - EWT HOLDINGS III CORP Total:	**104,000.00**
Vendor: VEN35321 - EXPERT BILLING LLC					
EXPERT BILLING LLC	13057	05/16/2022	9870	197 TRANSPORTS BILLED-MARCH 2022	5,516.00
				Vendor VEN35321 - EXPERT BILLING LLC Total:	**5,516.00**
Vendor: VEN06001 - F JOSEPH TAYLOR, P.A.					
F JOSEPH TAYLOR, P.A.	216306	05/25/2022	20220501-1	APRIL PROSECUTION SERVICE	12,606.50
F JOSEPH TAYLOR, P.A.	216306	05/25/2022	20220501-2	APRIL FORFEITURE SERVICES	95.00
F JOSEPH TAYLOR, P.A.	216307	05/25/2022	20220525	STATE PATROL FORFEITURE MONEY-ICR 21404800	806.36
				Vendor VEN06001 - F JOSEPH TAYLOR, P.A. Total:	**13,507.86**
Vendor: VEN34780 - FARRELL EQUIPMENT & SUPPLY CO INC					
FARRELL EQUIPMENT & SUPP	216196	05/11/2022	INV00000001248088	50 LB BAG FARRELL VERTICAL PATCH-STORMWATER	619.80
FARRELL EQUIPMENT & SUPP	216308	05/25/2022	INV00000001249579	WHEELBARROW TIRE-STORMWATER	179.99
FARRELL EQUIPMENT & SUPP	216308	05/25/2022	INV00000001251556	COMPOSITE REBAR-PARKS	299.50
				Vendor VEN34780 - FARRELL EQUIPMENT & SUPPLY CO INC Total:	**1,099.29**
Vendor: VEN35850 - FBI-LEEDA INC					
FBI-LEEDA INC	216197	05/11/2022	200068527	CLI COURSE-HENSELER	695.00
				Vendor VEN35850 - FBI-LEEDA INC Total:	**695.00**
Vendor: VEN14433 - FERGUSON WATERWORKS #2518					
FERGUSON WATERWORKS #2	216247	05/18/2022	488159-1	SERVICE PLUGS/BALL/CLAMPS-WATER	3,017.27
FERGUSON WATERWORKS #2	216198	05/11/2022	492043	FLANGE GASKET	55.20
				Vendor VEN14433 - FERGUSON WATERWORKS #2518 Total:	**3,072.47**
Vendor: VEN06092 - FERRELLGAS LP					
FERRELLGAS LP	13098	05/19/2022	1119075059	PROPANE-ICE	70.12
FERRELLGAS LP	13098	05/19/2022	1119111785	PROPANE-ICE	49.64
FERRELLGAS LP	13098	05/19/2022	1119141879	PROPANE-ICE	66.39
FERRELLGAS LP	13098	05/19/2022	1119181022	PROPANE-ICE	52.03
FERRELLGAS LP	13098	05/19/2022	1119210007	PROPANE-ICE	66.13
FERRELLGAS LP	13098	05/19/2022	1119249923	PROPANE-ICE	30.50
FERRELLGAS LP	13098	05/19/2022	1119280748	PROPANE-ICE	69.32
FERRELLGAS LP	13098	05/19/2022	1119321935	PROPANE-ICE	49.64
FERRELLGAS LP	13098	05/19/2022	1119356325	PROPANE-ICE	50.97
				Vendor VEN06092 - FERRELLGAS LP Total:	**504.74**

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN31978 - FIRST ADVANTAGE LNS					
FIRST ADVANTAGE LNS	13160	05/26/2022	2513382204	ANNUAL ENROLLMENTS	56.18
FIRST ADVANTAGE LNS	13160	05/26/2022	2513382204	ANNUAL ENROLLMENTS	220.88
FIRST ADVANTAGE LNS	13160	05/26/2022	2513382204	ANNUAL ENROLLMENTS	70.60
FIRST ADVANTAGE LNS	13160	05/26/2022	2513382204	ANNUAL ENROLLMENTS	70.60
				Vendor VEN31978 - FIRST ADVANTAGE LNS Total:	**418.26**
Vendor: VEN31404 - FLEETPRIDE, INC					
FLEETPRIDE, INC	216199	05/11/2022	98157250	CAMERA KIT - 4201/4202/4203/4204/4205/ 6008/1202	2,700.53
FLEETPRIDE, INC	216199	05/11/2022	98172748	HYDR FLTR - RETURNED	43.90
FLEETPRIDE, INC	216199	05/11/2022	98219339	CREDIT INV# 98172748 - HYDR FLTR	-43.90
FLEETPRIDE, INC	216199	05/11/2022	98279866	TRAILER CABLE 10 FEET - 7019/34235	62.50
FLEETPRIDE, INC	216248	05/18/2022	98336439	CLAMPS & JUNCTION BOX - SS100 & STOCK	25.29
FLEETPRIDE, INC	216309	05/25/2022	98598846	SPINNER MOTOR - STOCK ITE	948.74
FLEETPRIDE, INC	216309	05/25/2022	98602700	NITRILE GLOVES - SHOP SUPPL	116.72
FLEETPRIDE, INC	216309	05/25/2022	98839415	LED BOX LAMP - 4103/34296	33.96
FLEETPRIDE, INC	216309	05/25/2022	98846455	TERMINAL JUNCTION BOX - STOCK ITEM	38.21
FLEETPRIDE, INC	216309	05/25/2022	RSV036691	RPL RAIS BOX SOLENOID,EMERG RPR - 4008/34199	4,792.33
				Vendor VEN31404 - FLEETPRIDE, INC Total:	**8,718.28**
Vendor: VEN06261 - FURY CHRYSLER JEEP					
FURY CHRYSLER JEEP	216249	05/18/2022	6510504	PM & MNT/BALANCE TIRES - 831/34259	890.72
				Vendor VEN06261 - FURY CHRYSLER JEEP Total:	**890.72**
Vendor: VEN35606 - GAVIN HOCHSTETLER					
GAVIN HOCHSTETLER	216200	05/11/2022	20220511	MEAL REIMBURSEMENTS FOR 49ER TRAINING 4/11-4/14/22	83.07
				Vendor VEN35606 - GAVIN HOCHSTETLER Total:	**83.07**
Vendor: VEN35533 - GEISLINGER & SONS INC					
GEISLINGER & SONS INC	216372	05/25/2022	20220512	PYMT 7-SOUTH DISTRICT SANITARY SEWER EXT PHASE	12,863.00
				Vendor VEN35533 - GEISLINGER & SONS INC Total:	**12,863.00**
Vendor: VEN14420 - GENUINE PARTS COMPANY					
GENUINE PARTS COMPANY	13161	05/26/2022	2514-981926	FUEL FILTER - RETURNED	23.70
GENUINE PARTS COMPANY	13161	05/26/2022	2514-982013	CREDIT INV# 2514-981926 - FUEL FILTER	-23.70
GENUINE PARTS COMPANY	13058	05/16/2022	2514-987275	WIPERS - 4300/34192	98.48
GENUINE PARTS COMPANY	13058	05/16/2022	2514-987646	CREDIT INV# 2514-987275 - WIPERS	-49.24
GENUINE PARTS COMPANY	13099	05/19/2022	2514-988564	RADIATOR CAPS - 8306/34230	6.62
GENUINE PARTS COMPANY	13099	05/19/2022	2514-988609	SCREW CAPS - STOCK ITEM	44.90
GENUINE PARTS COMPANY	13099	05/19/2022	2514-988614	AIR FLTR - RETURNED	46.65
GENUINE PARTS COMPANY	13099	05/19/2022	2514-988664	BATTERY - 6102/34226	38.78
GENUINE PARTS COMPANY	13099	05/19/2022	2514-988921	CREDIT INV# 2514-988614 - AIR FLTR	-46.65
GENUINE PARTS COMPANY	13099	05/19/2022	2514-988961	FUEL FLTR - 6101/34240	11.00
GENUINE PARTS COMPANY	13099	05/19/2022	2514-989321	TRAILER WIRE CONNECTOR - RETURNED	29.39
GENUINE PARTS COMPANY	13099	05/19/2022	2514-989533	CREDIT INV# 2514-989321 - TRAILER WIRE CONNECTOR	-29.39
GENUINE PARTS COMPANY	13099	05/19/2022	2514-989556	CHAIN CABLE LUBE-RIVER OAKS	23.05
GENUINE PARTS COMPANY	13161	05/26/2022	2514-989944	BATTERY - 31MISC/34252	27.55
GENUINE PARTS COMPANY	13161	05/26/2022	2514-990001	CON-TRAILER END - 21MISC/34008	9.50

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
GENUINE PARTS COMPANY	13161	05/26/2022	2514-990609	BRK AWAY - 21 MISC/34008	71.24
GENUINE PARTS COMPANY	13161	05/26/2022	2514-991723	BRK PADS & ROTORS - 1704/34282	139.99
GENUINE PARTS COMPANY	13161	05/26/2022	2514-991752	TRAILER WIRE HARNESS ADAPTER - 2238/34294	4.20
GENUINE PARTS COMPANY	13161	05/26/2022	2514-991770	PRIMARY WIRE (4) - 2238/34294	33.72
GENUINE PARTS COMPANY	13161	05/26/2022	2514-992264	UNIVERSAL RELAY - 2238/34294	5.93
GENUINE PARTS COMPANY	13161	05/26/2022	2514-992356	EXHAUST SYSTM JOINT - 1752/34308	4.45
GENUINE PARTS COMPANY	13161	05/26/2022	2514-992478	BATTERY - 7014/34315	29.20
				Vendor VEN14420 - GENUINE PARTS COMPANY Total:	**499.37**
Vendor: VEN07022 - GERLACH OUTDOOR POWER EQUIPMENT, INC.					
GERLACH OUTDOOR POWER	13162	05/26/2022	232855	FUEL TANK BUSHING - 31MISC/34340	7.55
				Vendor VEN07022 - GERLACH OUTDOOR POWER EQUIPMENT, INC. Total:	**7.55**
Vendor: VEN07606 - GERLACH SERVICE INC.					
GERLACH SERVICE INC.	13163	05/26/2022	55671	CORN STALK BALES-FIRE TRAINING	140.00
GERLACH SERVICE INC.	13163	05/26/2022	56045	SPRAYER NOZZLE - 31MISC/34306	7.62
				Vendor VEN07606 - GERLACH SERVICE INC. Total:	**147.62**
Vendor: VEN07007 - GERTENS					
GERTENS	216201	05/11/2022	688734/1	HERB PLANTING EVENT-WELLNESS COMMITTEE	40.85
				Vendor VEN07007 - GERTENS Total:	**40.85**
Vendor: VEN07043 - GOODIN COMPANY					
GOODIN COMPANY	13059	05/16/2022	2508344-00	FLUSH VALVES-RIVER OAKS	2,125.07
				Vendor VEN07043 - GOODIN COMPANY Total:	**2,125.07**
Vendor: VEN32232 - GOODYEAR COMMERCIAL TIRE & SERVICE CENTERS					
GOODYEAR COMMERCIAL TIR	216250	05/18/2022	124-1104630	TIRES - 831/34259	1,961.50
GOODYEAR COMMERCIAL TIR	216250	05/18/2022	124-1104667	CREDIT INV# 124-1104506 - TIRE	-160.62
				Vendor VEN32232 - GOODYEAR COMMERCIAL TIRE & SERVICE CENTERS Total:	**1,800.88**
Vendor: VEN15382 - GOPHER STATE ONE CALL					
GOPHER STATE ONE CALL	13164	05/26/2022	2040313	APRIL ONE CALL TICKETS	793.40
				Vendor VEN15382 - GOPHER STATE ONE CALL Total:	**793.40**
Vendor: VEN35858 - GPS INDUSTRIES LLC					
GPS INDUSTRIES LLC	216251	05/18/2022	CON006549	CONNECT RENTAL 5/15/22-6/14/22	4,435.31
				Vendor VEN35858 - GPS INDUSTRIES LLC Total:	**4,435.31**
Vendor: VEN07015 - GRAINGER					
GRAINGER	13060	05/16/2022	9281849746	CONCRETE PATCH & REPAIR-STREETS	59.75
GRAINGER	13060	05/16/2022	9281849753	REINFORCED TUBING-STREET	21.38
GRAINGER	13060	05/16/2022	9281849761	ADAPTERS/COUPLINGS/CAP/ HOOK/HOSE CLAMP/CULTIVATOR	124.70
GRAINGER	13060	05/16/2022	9281849761	ADAPTERS/COUPLINGS/CAP/ HOOK/HOSE CLAMP/CULTIVATOR	42.40
GRAINGER	13100	05/19/2022	9287209598	MAGNETIC DIGITAL ANGLE FINDER-PARKS	42.00
GRAINGER	13100	05/19/2022	9291571413	DOCUMENT BOX-6101,6102,6103,6105,6106	228.50
GRAINGER	13165	05/26/2022	9298070898	CANVAS TOOL APRONS-SPRING CLEAN UP DAY	6.32
GRAINGER	13165	05/26/2022	9299235581	THERMOMETER-RIVER OAKS	16.35
				Vendor VEN07015 - GRAINGER Total:	**541.40**

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN07023 - GRAPHIC DESIGN INC					
GRAPHIC DESIGN INC	13101	05/19/2022	QB42871	APRIL NEWSLETTER	7,759.37
				Vendor VEN07023 - GRAPHIC DESIGN INC Total:	**7,759.37**
Vendor: VEN13406 - GREAT LAKES COCA-COLA DISTRIBUTION, LLC					
GREAT LAKES COCA-COLA DIS	13102	05/19/2022	3610215348	BEVERAGES FOR CLUBHOUSE	339.55
GREAT LAKES COCA-COLA DIS	13102	05/19/2022	3610215350	BEVERAGES FOR ICE ARENA	287.51
GREAT LAKES COCA-COLA DIS	13102	05/19/2022	3610215541	BEVERAGES FOR CLUBHOUSE	783.11
				Vendor VEN13406 - GREAT LAKES COCA-COLA DISTRIBUTION, LLC Total:	**1,410.17**
Vendor: VEN33879 - GREATAMERICA FINANCIAL SERVICES CORPORATION					
GREATAMERICA FINANCIAL SE	216310	05/25/2022	31632078	MAIL MACHINE METER RENTAL - MAY	293.95
GREATAMERICA FINANCIAL SE	216310	05/25/2022	31667460	FOLDING MACHINE RENTAL - MAY	343.85
				Vendor VEN33879 - GREATAMERICA FINANCIAL SERVICES CORPORATION Total:	**637.80**
Vendor: VEN35717 - GRETCHEN LARSON					
GRETCHEN LARSON	216311	05/25/2022	20220525	REIMBURSE TRAVEL FARE EXPENSES FOR ICSC	41.43
				Vendor VEN35717 - GRETCHEN LARSON Total:	**41.43**
Vendor: VEN33637 - GUARDIAN SUPPLY, LLC					
GUARDIAN SUPPLY, LLC	13061	05/16/2022	11993	BULLETPROOF VEST-BOBICK	1,425.00
GUARDIAN SUPPLY, LLC	13061	05/16/2022	11994	BULLETPROOF VEST-RONNIN	1,425.00
GUARDIAN SUPPLY, LLC	13166	05/26/2022	12138	UNIFORM-HARRIS	450.94
				Vendor VEN33637 - GUARDIAN SUPPLY, LLC Total:	**3,300.94**
Vendor: VEN08252 - HACH COMPANY					
HACH COMPANY	216252	05/18/2022	13000606	SPADNS2 ARSENIC FREE FLUORIDE	416.16
				Vendor VEN08252 - HACH COMPANY Total:	**416.16**
Vendor: VEN08001 - HAWKINS, INC					
HAWKINS, INC	216253	05/18/2022	6172258	CHLORINE - HYDROFLUOSILICIC ACID	1,782.35
				Vendor VEN08001 - HAWKINS, INC Total:	**1,782.35**
Vendor: VEN08035 - HIRSHFIELD'S PAINT MANUFACTURING					
HIRSHFIELD'S PAINT MANUFA	216254	05/18/2022	15063-IN	ATHLETIC FIELD STRIPING SUPER	2,122.82
				Vendor VEN08035 - HIRSHFIELD'S PAINT MANUFACTURING Total:	**2,122.82**
Vendor: VEN32661 - HOHENSTEINS, INC					
HOHENSTEINS, INC	216202	05/11/2022	497825	BEER FOR CLUBHOUSE	225.00
HOHENSTEINS, INC	216255	05/18/2022	499827	BEER FOR CLUBHOUSE	74.12
HOHENSTEINS, INC	216312	05/25/2022	501778	BEER FOR CLUBHOUSE	150.00
				Vendor VEN32661 - HOHENSTEINS, INC Total:	**449.12**
Vendor: VEN35864 - IBKUL CORP					
IBKUL CORP	216313	05/25/2022	73149	PROSHOP MERCHANDISE	2,087.43
				Vendor VEN35864 - IBKUL CORP Total:	**2,087.43**
Vendor: VEN33989 - ICE SPORTS INDUSTRY					
ICE SPORTS INDUSTRY	216314	05/25/2022	51605	BETA/FREESTYLE 1	6.00
ICE SPORTS INDUSTRY	216314	05/25/2022	51766	SKATER MEMBER 1-TERM	15.00
				Vendor VEN33989 - ICE SPORTS INDUSTRY Total:	**21.00**
Vendor: VEN09001 - ICMA RETIREMENT TRUST-457,ROTH					
ICMA RETIREMENT TRUST-45	13103	05/19/2022	INV024959	5/19/22 BIWEEKLY PAYROLL 4/25/22-5/8/22	2,715.76
ICMA RETIREMENT TRUST-45	13103	05/19/2022	INV024960	5/19/22 BIWEEKLY PAYROLL 4/25/22-5/8/22	10,310.37
ICMA RETIREMENT TRUST-45	13103	05/19/2022	INV024961	5/19/22 BIWEEKLY PAYROLL 4/25/22-5/8/22	1,247.63
				Vendor VEN09001 - ICMA RETIREMENT TRUST-457,ROTH Total:	**14,273.76**

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN31547 - IDEAL PRINTERS, INC					
IDEAL PRINTERS, INC	216203	05/11/2022	27669	ANNUAL VOLUNTEER APPRECIATION DINNER PROGRAM	198.00
				Vendor VEN31547 - IDEAL PRINTERS, INC Total:	**198.00**
Vendor: VEN33005 - IMAGETREND, INC.					
IMAGETREND, INC.	216315	05/25/2022	135068	FIRSTWATCH ANNUAL FEE	874.18
				Vendor VEN33005 - IMAGETREND, INC. Total:	**874.18**
Vendor: VEN32209 - INDEPENDENT BLACK DIRT & SOD CO, INC					
INDEPENDENT BLACK DIRT &	216316	05/25/2022	31717	SCREENED BLACK DIRT	3,750.00
INDEPENDENT BLACK DIRT &	216316	05/25/2022	31861	SCREENED BLACK DIRT	3,750.00
				Vendor VEN32209 - INDEPENDENT BLACK DIRT & SOD CO, INC Total:	**7,500.00**
Vendor: VEN30088 - INSTRUMENTAL RESEARCH, INC					
INSTRUMENTAL RESEARCH, IN	216256	05/18/2022	4022	APRIL WATER TESTING	460.88
				Vendor VEN30088 - INSTRUMENTAL RESEARCH, INC Total:	**460.88**
Vendor: VEN09024 - INVER GROVE FORD					
INVER GROVE FORD	13104	05/19/2022	5314209	ROTORS - RETURNED	275.94
INVER GROVE FORD	13104	05/19/2022	5314211	AIR & OIL FILTERS - STOCK ITEM	68.58
INVER GROVE FORD	13104	05/19/2022	5314240	BRAKE PADS - STOCK ITEM	105.69
INVER GROVE FORD	13104	05/19/2022	5314290	CREDIT INV# 5314209 - ROTORS	-275.94
INVER GROVE FORD	13167	05/26/2022	5314544	BRK CALIPERS - 2153/34260	139.93
INVER GROVE FORD	13167	05/26/2022	6366326	APM, BPM TRANS FLUSH, & FRNT LFT AXLE - 2153/34260	301.24
INVER GROVE FORD	13167	05/26/2022	5314849	ROTORS, BRK PADS, WIPERS - STOCK ITEM	550.14
				Vendor VEN09024 - INVER GROVE FORD Total:	**1,165.58**
Vendor: VEN09103 - IUOE CENTRAL PENSION FUND					
IUOE CENTRAL PENSION FUN	13105	05/19/2022	INV024947	5/5/22 BIWEEKLY PAYROLL 4/11/22-4/24/22	7,008.00
IUOE CENTRAL PENSION FUN	13105	05/19/2022	INV024962	5/19/22 BIWEEKLY PAYROLL 4/25/22-5/8/22	6,912.00
				Vendor VEN09103 - IUOE CENTRAL PENSION FUND Total:	**13,920.00**
Vendor: VEN29213 - J.J. TAYLOR DISTRIBUTING COMPANY OF MN					
J.J. TAYLOR DISTRIBUTING CO	216204	05/11/2022	3296579	BEER FOR CLUBHOUSE	275.75
				Vendor VEN29213 - J.J. TAYLOR DISTRIBUTING COMPANY OF MN Total:	**275.75**
Vendor: VEN11026 - JENNARI GROUP					
JENNARI GROUP	13106	05/19/2022	79205	FRAME RPR,O/S LABOR - 4103/34237	1,209.60
JENNARI GROUP	13168	05/26/2022	79574	DOT INSPECTION - 4103/3432	172.90
				Vendor VEN11026 - JENNARI GROUP Total:	**1,382.50**
Vendor: VEN12383 - JENNIFER LEVITT					
JENNIFER LEVITT	216317	05/25/2022	20220525	REIMBURSE MEAL EXPENSE FOR ICSC	15.43
				Vendor VEN12383 - JENNIFER LEVITT Total:	**15.43**
Vendor: VEN35541 - JIM PAVEK					
JIM PAVEK	216205	05/11/2022	20220511	FUEL REIMBURSEMENTS FOR 49ER TRAINING 4/11-4/15/22	68.95
JIM PAVEK	216205	05/11/2022	20220511	MEAL REIMBURSEMENTS FOR 49ER TRAINING 4/11-4/15/22	139.19
JIM PAVEK	216205	05/11/2022	20220511	MILE REIMBURSEMENTS FOR 49ER TRAINING 4/11-4/15/22	120.63
				Vendor VEN35541 - JIM PAVEK Total:	**328.77**
Vendor: VEN10068 - JOHNSON BROTHERS LIQUOR CO.					
JOHNSON BROTHERS LIQUOR	216318	05/25/2022	2044011	ALCOHOL FOR CLUBHOUSE	1,224.70
				Vendor VEN10068 - JOHNSON BROTHERS LIQUOR CO. Total:	**1,224.70**

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN35290 - JOHNSON BROTHERS LIQUOR COMPANY					
JOHNSON BROTHERS LIQUOR	216319	05/25/2022	3533562	BEER FOR CLUBHOUSE	159.00
				Vendor VEN35290 - JOHNSON BROTHERS LIQUOR COMPANY Total:	**159.00**
Vendor: VEN34487 - JON ANDERSON					
JON ANDERSON	216320	05/25/2022	20220525	REIMBURSE MEALS FOR NATIONAL FIRE ACADEMY COURSE	696.95
				Vendor VEN34487 - JON ANDERSON Total:	**696.95**
Vendor: VEN29509 - JORDAN ZIEBARTH					
JORDAN ZIEBARTH	216257	05/18/2022	20220518-1	REIMBURSEMENT FOR MEALS -CELLEBRITE CCO/CCPA COUR	62.47
JORDAN ZIEBARTH	216257	05/18/2022	20220518-2	REIMBURSEMENT FOR MEAL-STREETCOP SOCIAL MEDIA	15.00
				Vendor VEN29509 - JORDAN ZIEBARTH Total:	**77.47**
Vendor: VEN31290 - JUDITH A GRAF					
JUDITH A GRAF	13107	05/19/2022	20220430-1	APRIL COUNCIL MEETING MINUTES	522.33
JUDITH A GRAF	13107	05/19/2022	20220430-2	APRIL EDA MEETING MINUTE	19.26
JUDITH A GRAF	13107	05/19/2022	20220430-3	APRIL PLANNING COMMISSION MEETING MIN	192.82
				Vendor VEN31290 - JUDITH A GRAF Total:	**734.41**
Vendor: VEN35605 - JULIE PRIOR-MILLER					
JULIE PRIOR-MILLER	216321	05/25/2022	20220525	REIMBURSE BUSINESS CARD HOLDER STANDS FOR ICSC	32.18
				Vendor VEN35605 - JULIE PRIOR-MILLER Total:	**32.18**
Vendor: VEN11067 - KAT-KEYS LOCK & SAFE CO					
KAT-KEYS LOCK & SAFE CO	216322	05/25/2022	124558	35 KEYS CUT/15 DND KEYS-RIVER OAKS	151.76
				Vendor VEN11067 - KAT-KEYS LOCK & SAFE CO Total:	**151.76**
Vendor: VEN11023 - KELLER ELECTRIC, INC.					
KELLER ELECTRIC, INC.	216323	05/25/2022	22-77	ADDED WEATHER PROOF GFI OUTLET/PHOTOEYE-RIVER OAKS	488.43
				Vendor VEN11023 - KELLER ELECTRIC, INC. Total:	**488.43**
Vendor: VEN35714 - KLETSCHKA INSPECTIONS LLC					
KLETSCHKA INSPECTIONS LLC	13169	05/26/2022	20220501-1	APRIL ELECTRICAL INSPECTIONS-COTTAGE GROV	12,090.78
KLETSCHKA INSPECTIONS LLC	13169	05/26/2022	20220501-2	APRIL ELECTRICAL INSPECTIONS-DENMARK	1,563.12
				Vendor VEN35714 - KLETSCHKA INSPECTIONS LLC Total:	**13,653.90**
Vendor: VEN31717 - KRAFT CONTRACTING & MECHANICAL LLC					
KRAFT CONTRACTING & MEC	13062	05/16/2022	24893	REPAIR AIR HANDLER HOT WATER COIL-HERO CENTER	1,304.24
KRAFT CONTRACTING & MEC	13062	05/16/2022	25011	INSTL NEW ELECTRIC HARNESS FOR COND.FAN-CIT	525.00
KRAFT CONTRACTING & MEC	13170	05/26/2022	25067	REPAIR ROOFTOP INNOVENT UNIT-ICE ARENA	1,505.41
KRAFT CONTRACTING & MEC	13108	05/19/2022	25098	HOT WATER BOILERS SERVICE CALL-CENTRAL FIRE	850.00
KRAFT CONTRACTING & MEC	13170	05/26/2022	25164	PREVENTATIVE MAINTENANCE - ICE ARENA	1,850.00
KRAFT CONTRACTING & MEC	13170	05/26/2022	25165	PREVENTATIVE MAINTENANCE - RIVER OAKS	1,125.00
KRAFT CONTRACTING & MEC	13170	05/26/2022	25166	PREVENTATIVE MAINTENANCE - RIVER OAKS	473.50
KRAFT CONTRACTING & MEC	13170	05/26/2022	25167	PREVENTATIVE MAINTENANCE - PUBLIC WOR	1,650.00
KRAFT CONTRACTING & MEC	13170	05/26/2022	25168	PREVENTATIVE MAINTENANCE - PARKS	982.00

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
KRAFT CONTRACTING & MEC	13170	05/26/2022	25169	PREVENTATIVE MAINTENANCE - FIRE STATIO	450.00
KRAFT CONTRACTING & MEC	13170	05/26/2022	25170	PREVENTATIVE MAINTENANCE - FIRE STATIO	450.00
KRAFT CONTRACTING & MEC	13170	05/26/2022	25171	PREVENTATIVE MAINTENANCE - PUMP STATI	990.00
KRAFT CONTRACTING & MEC	13170	05/26/2022	25174	PREVENTATIVE MAINTENANCE - CITY HALL	2,560.00
KRAFT CONTRACTING & MEC	13170	05/26/2022	25184	BOILER ISSUE/REPAIR LEAKS - HERO CENTER	395.00
KRAFT CONTRACTING & MEC	13170	05/26/2022	25205	RPR SNOWMELT PUMP-FIRE #	2,794.86
KRAFT CONTRACTING & MEC	13170	05/26/2022	25219	PREVENTATIVE MAINTENANCE-FIRE #2	2,221.00
KRAFT CONTRACTING & MEC	13170	05/26/2022	25315	INSTALL NEW CRANKCASE HEATERS-CITY HALL/CU3	671.78
KRAFT CONTRACTING & MEC	13170	05/26/2022	25316	#2 CONDENSER REPAIR-PW	1,066.52
				Vendor VEN31717 - KRAFT CONTRACTING & MECHANICAL LLC Total:	**21,864.31**
Vendor: VEN35867 - KRISTINE GALLIGAN					
KRISTINE GALLIGAN	216324	05/25/2022	20220525	REIMBURSE 2022-2023 ISI SKATING INSTRUCTOR MEMBER	95.00
				Vendor VEN35867 - KRISTINE GALLIGAN Total:	**95.00**
Vendor: VEN35654 - LARKIN HOFFMAN DALY & LINDGREN LTD					
LARKIN HOFFMAN DALY & LIN	13109	05/19/2022	803523	AGG INDUSTRIES MINE EXPANSION-ENVIRONMENTAL REVIEW	2,090.50
				Vendor VEN35654 - LARKIN HOFFMAN DALY & LINDGREN LTD Total:	**2,090.50**
Vendor: VEN12341 - LAWSON PRODUCTS, INC					
LAWSON PRODUCTS, INC	216206	05/11/2022	9309486450	NPT FITTINGS & HARDWARE - STOCK ITEMS & SS100	282.48
LAWSON PRODUCTS, INC	216206	05/11/2022	9309499567	BLACK SPRAY PAINT - STOCK ITEM	13.92
LAWSON PRODUCTS, INC	216258	05/18/2022	9309512695	WASHERS - SS100	22.75
LAWSON PRODUCTS, INC	216258	05/18/2022	9309521057	HI TEMP TERMINAL KIT - SS10	61.69
LAWSON PRODUCTS, INC	216325	05/25/2022	9309554673	PRIMARY WIRE - SHOP SUPPLY SS100	57.80
LAWSON PRODUCTS, INC	216325	05/25/2022	9309566113	HARDWARE,PAINT,ADPTR,CABLE TIES - STOCK & SS100	151.99
				Vendor VEN12341 - LAWSON PRODUCTS, INC Total:	**590.63**
Vendor: VEN12370 - LEAGUE OF MINNESOTA CITIES INS TRUST					
LEAGUE OF MINNESOTA CITIE	216207	05/11/2022	20220408	1ST INSTALLMENT 2022 WORKERS COMP	218,027.00
LEAGUE OF MINNESOTA CITIE	216207	05/11/2022	20220412	1ST INSTALLMENT 2022 PROPERTY/CASUALTY	79,602.00
LEAGUE OF MINNESOTA CITIE	216326	05/25/2022	18877	CLM# 42204 MCCORMICK	83.72
LEAGUE OF MINNESOTA CITIE	216326	05/25/2022	18879	CLM# 78891 SKARA	25,000.00
LEAGUE OF MINNESOTA CITIE	216326	05/25/2022	18920	CLM# 465475 PLACE	9,524.38
				Vendor VEN12370 - LEAGUE OF MINNESOTA CITIES INS TRUST Total:	**332,237.10**
Vendor: VEN31896 - LEVANDER, GILLEN & MILLER, P.A.					
LEVANDER, GILLEN & MILLER,	13171	05/26/2022	20220430	FOOD TRUCK LICENSE APR LEGAL SVCS	96.00
LEVANDER, GILLEN & MILLER,	13171	05/26/2022	20220430	MISC COMMUNITY DEVELOPMENT APR LEGAL SVCS	512.00
LEVANDER, GILLEN & MILLER,	13171	05/26/2022	20220430	WATER QUALITY ISSUES (PFC) APR LEGAL SVCS	12.00
LEVANDER, GILLEN & MILLER,	13171	05/26/2022	20220430	MAYOR & COUNCIL APR LEGAL SVCS	2,765.00
LEVANDER, GILLEN & MILLER,	13171	05/26/2022	20220430	MISC POLICE APR LEGAL SVCS	176.00
LEVANDER, GILLEN & MILLER,	13171	05/26/2022	20220430	7693 HOMESTEAD COURT S - 463 ACTION APR LEGAL SVCS	2,816.00

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
LEVANDER, GILLEN & MILLER,	13171	05/26/2022	20220430	RECODIFICATION OF CITY&ZONING CODE APR LEGAL SVCS	10,080.00
LEVANDER, GILLEN & MILLER,	13171	05/26/2022	20220430	ICE ARENA APR LEGAL SVCS	320.00
LEVANDER, GILLEN & MILLER,	13171	05/26/2022	20220430	SYNDICA LLP APR LEGAL SVCS	36.00
LEVANDER, GILLEN & MILLER,	13171	05/26/2022	20220430	RYAN COMPANIES DEVELOPMENT APR LEGAL SVCS	24.00
LEVANDER, GILLEN & MILLER,	13171	05/26/2022	20220430	MISC EDA APR LEGAL SVCS	412.00
LEVANDER, GILLEN & MILLER,	13171	05/26/2022	20220430	ENDEAVOR APR LEGAL SVCS	248.00
LEVANDER, GILLEN & MILLER,	13171	05/26/2022	20220430	HANG LLC APR LEGAL SVCS	224.12
LEVANDER, GILLEN & MILLER,	13171	05/26/2022	20220430	RENEWAL 2021 APR LEGAL SVCS	216.00
LEVANDER, GILLEN & MILLER,	13171	05/26/2022	20220430	AIRGAS APR LEGAL SVCS	60.00
LEVANDER, GILLEN & MILLER,	13171	05/26/2022	20220430	WATERMAIN EXTENSION-GOODVIEW AVE APR LEGAL SVCS	244.00
LEVANDER, GILLEN & MILLER,	13171	05/26/2022	20220430	WATER QUALITY ISSUES (PFC) APR LEGAL SVCS	134.25
LEVANDER, GILLEN & MILLER,	13171	05/26/2022	20220430	MISC COMMUNITY DEVELOPMENT APR LEGAL SVCS	672.00
LEVANDER, GILLEN & MILLER,	13171	05/26/2022	20220430	SPRINT LEASE INWOOD WATER TOWER APR LEGAL SV	96.00
LEVANDER, GILLEN & MILLER,	13171	05/26/2022	20220430	SPRINT LEASE GRANGE WATER TOWER APR LEGAL SV	32.00
LEVANDER, GILLEN & MILLER,	13171	05/26/2022	20220430	EAST PT DOUGLAS/JAMAICA AVE PROJECT APR LEGAL SVCS	696.00
LEVANDER, GILLEN & MILLER,	13171	05/26/2022	20220430	NORTHPOINT DEVELOPMENT APR LEGAL SVCS	2,069.75
LEVANDER, GILLEN & MILLER,	13171	05/26/2022	20220430	HAWTHORNE PINES 2ND ADDITION APR LEGAL SVCS	87.00
LEVANDER, GILLEN & MILLER,	13171	05/26/2022	20220430	RAVINE CROSSING APR LEGAL SVCS	132.00
LEVANDER, GILLEN & MILLER,	13171	05/26/2022	20220430	LEAFLINE LABS APR LEGAL SVCS	32.00
LEVANDER, GILLEN & MILLER,	13171	05/26/2022	20220430	MISSISSIPPI LANDING APR LEGAL SVCS	14.50
LEVANDER, GILLEN & MILLER,	13171	05/26/2022	20220430	UP NORTH PLASTICS APR LEGAL SVCS	215.50
LEVANDER, GILLEN & MILLER,	13171	05/26/2022	20220430	GLACIAL VALLEY 2ND ADDITION APR LEGAL SVCS	487.50
				Vendor VEN31896 - LEVANDER, GILLEN & MILLER, P.A. Total:	**22,909.62**
Vendor: VEN35868 - LINDSAY JOHNSTON					
LINDSAY JOHNSTON	216327	05/25/2022	20220525	REIMBURSE 2022-2023 ISI SKATING INSTRUCTOR MEMBER	95.00
LINDSAY JOHNSTON	216327	05/25/2022	20220525	REIMBURSE ICE SHOW COSTUMES FROM AMAZON PURCHASES	213.44
				Vendor VEN35868 - LINDSAY JOHNSTON Total:	**308.44**
Vendor: VEN35668 - LRS PORTABLES LLC					
LRS PORTABLES LLC	216328	05/25/2022	MP200933	TOILET RENTAL - OAKWOOD PARK	60.00
LRS PORTABLES LLC	216328	05/25/2022	MP200934	TOILET RENTAL - WAG FARMS DOG PARK	60.00
LRS PORTABLES LLC	216328	05/25/2022	MP200935	TOILET RENTAL - RIVER OAKS	120.00
LRS PORTABLES LLC	216328	05/25/2022	MP200936	TOILET RENTAL - HAMLET PAR	305.00
LRS PORTABLES LLC	216328	05/25/2022	MP200937	TOILET RENTAL - HIGHLANDS PARK	125.00
LRS PORTABLES LLC	216328	05/25/2022	MP200938	TOILET RENTAL - KINGSTON PARK	185.00

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
LRS PORTABLES LLC	216328	05/25/2022	MP200939	TOILET RENTAL - WOODRIDGE PARK	185.00
LRS PORTABLES LLC	216328	05/25/2022	MP200940	TOILET RENTAL - PINE GLEN	60.00
LRS PORTABLES LLC	216328	05/25/2022	MP200941	TOILET RENTAL - PINE HILL SCHOOL	60.00
LRS PORTABLES LLC	216328	05/25/2022	MP200942	TOILET RENTAL - BELDEN PAR	60.00
LRS PORTABLES LLC	216328	05/25/2022	MP200943	TOILET RENTAL - HEARTHSIDE PARK	60.00
LRS PORTABLES LLC	216328	05/25/2022	MP200944	TOILET RENTAL - HILLSIDE SCHOOL	120.00
LRS PORTABLES LLC	216328	05/25/2022	MP200945	TOILET RENTAL - WEST DRAW PARK	120.00
LRS PORTABLES LLC	216328	05/25/2022	MP200946	TOILET RENTAL - PETER THOMPSON PARK	60.00
LRS PORTABLES LLC	216328	05/25/2022	MP200947	TOILET RENTAL - COTTAGE GROVE ELEMENTARY	60.00
LRS PORTABLES LLC	216328	05/25/2022	MP200948	TOILET RENTAL - PINE TREE VALLEY PARK	60.00
LRS PORTABLES LLC	216328	05/25/2022	MP200949	TOILET RENTAL - GREY CLOUD ELEM SCHOOL	245.00
LRS PORTABLES LLC	216328	05/25/2022	MP200950	TOILET RENTAL - GREY CLOUD MIDDLE SCHOOL	245.00
LRS PORTABLES LLC	216328	05/25/2022	MP200951	TOILET RENTAL - LAMAR PARK	120.00
LRS PORTABLES LLC	216328	05/25/2022	MP200952	TOILET RENTAL - OLD COTTAGE GROVE PARK	60.00
LRS PORTABLES LLC	216328	05/25/2022	MP200953	TOILET RENTAL - ARBOR MEADOWS PARK	60.00
LRS PORTABLES LLC	216328	05/25/2022	MP200954	TOILET RENTAL - ARMSTRONG SCHOOL	60.00
LRS PORTABLES LLC	216328	05/25/2022	MP200955	TOILET RENTAL - PINE COULEE PARK	60.00
LRS PORTABLES LLC	216328	05/25/2022	MP200956	TOILET RENTAL - PUBLIC WORKS	60.00
LRS PORTABLES LLC	216328	05/25/2022	MP200957	TOILET RENTAL - GRANADA PARK	60.00
LRS PORTABLES LLC	216328	05/25/2022	MP200958	TOILET RENTAL - KINGSTON PARK	180.00
LRS PORTABLES LLC	216328	05/25/2022	MP200959	TOILET RENTAL - HIGHLANDS PARK	60.00
LRS PORTABLES LLC	216328	05/25/2022	MP200960	TOILET RENTAL - OLTMAN MIDDLE SCHOOL	120.00
LRS PORTABLES LLC	216328	05/25/2022	MP200961	TOILET RENTAL - HAMLET PARK SOUTH	60.00
				Vendor VEN35668 - LRS PORTABLES LLC Total:	**3,090.00**
Vendor: VEN30050 - LUBE-TECH & PARTNERS, LLC					
LUBE-TECH & PARTNERS, LLC	13063	05/16/2022	2891781	USED OIL FILTERS/ABSORBENTS PICKUP	365.00
LUBE-TECH & PARTNERS, LLC	216331	05/25/2022	2908886	USED OIL PICKUP - PUBLIC DROP OFF	300.00
LUBE-TECH & PARTNERS, LLC	216331	05/25/2022	2908887	USED OIL PICKUP - FLEET SHO	21.00
LUBE-TECH & PARTNERS, LLC	216331	05/25/2022	2910494	VAC SERVICE - PUBLIC DROP OFF	340.00
				Vendor VEN30050 - LUBE-TECH & PARTNERS, LLC Total:	**1,026.00**
Vendor: VEN29309 - LVC COMPANIES, INC.					
LVC COMPANIES, INC.	13110	05/19/2022	86584	WIRING REPAIR SERVICE WORK-ICE ARENA	762.00
				Vendor VEN29309 - LVC COMPANIES, INC. Total:	**762.00**
Vendor: VEN32230 - MANSFIELD OIL COMPANY					
MANSFIELD OIL COMPANY	13064	05/16/2022	23193865	2,300 GAL DYED DIESEL	7,121.06
MANSFIELD OIL COMPANY	13111	05/19/2022	23203305	2,400 GAL UNLEADED GASOLINE	6,927.67

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
MANSFIELD OIL COMPANY	13111	05/19/2022	23203336	593 GAL UNLEADED GASOLIN	2,071.48
				Vendor VEN32230 - MANSFIELD OIL COMPANY Total:	**16,120.21**
Vendor: VEN13494 - MARCO HOLDINGS, LLC					
MARCO HOLDINGS, LLC	13065	05/16/2022	INV9908988	MITEL STANDARD USER ENTERPRISE/6920 IP PHONES	2,340.00
				Vendor VEN13494 - MARCO HOLDINGS, LLC Total:	**2,340.00**
Vendor: VEN13668 - MARTIN-MCALLISTER					
MARTIN-MCALLISTER	13173	05/26/2022	14570	BRIEF PERSONNEL EVALUATIONS-WEISS/HARRIS	750.00
				Vendor VEN13668 - MARTIN-MCALLISTER Total:	**750.00**
Vendor: VEN34208 - MATTHEW C GRANT					
MATTHEW C GRANT	216332	05/25/2022	20220504	CONCRETE PATIO	13,000.00
				Vendor VEN34208 - MATTHEW C GRANT Total:	**13,000.00**
Vendor: VEN13662 - MEDICA					
MEDICA	216333	05/25/2022	569732556164	COBRA PREMIUM-JUNE 2022	3,904.63
MEDICA	216333	05/25/2022	569732556164	MN STAT 299A.465 PREMIUM -JUNE 2022	3,222.45
MEDICA	216333	05/25/2022	569732556164	EMPLOYEE PREMIUM-JUNE 2022	19,987.90
MEDICA	216333	05/25/2022	569732556164	EMPLOYER PREMIUM-JUNE 2022	97,546.76
				Vendor VEN13662 - MEDICA Total:	**124,661.74**
Vendor: VEN13410 - MENARDS					
MENARDS	13112	05/19/2022	52120	PULL LINE/WIRE/PIPE & COMPRESSOR FITTINGS-WATE	61.09
MENARDS	13112	05/19/2022	52312	ORANGE GOOP TOWELS/FISH TAPE-STREETLIGHTS	88.75
MENARDS	13112	05/19/2022	52411	CLIP/CABLE CLAMP-PARKS	28.64
MENARDS	13066	05/16/2022	52437	NITRILE GLOVES-PD	22.98
MENARDS	13112	05/19/2022	52461	D BATTERIES-WATER	33.72
MENARDS	13066	05/16/2022	52659	WHIRLPOOL 21 CF REFRIGERATOR-PETER THOMPSON PARK	799.00
MENARDS	13066	05/16/2022	53048	CONSTRUCTION SCREWS/CABLE TIES-PARKS	15.97
MENARDS	13066	05/16/2022	53055	PAINT BRUSH/CASTER WHEELS-PARKS	29.14
MENARDS	13066	05/16/2022	53059	PIPE FITTINGS-PARKS	26.82
MENARDS	13174	05/26/2022	53066	CLEAR SEALANT/CAULK GUN/SILICONE CAULK-PARKS	42.94
MENARDS	13174	05/26/2022	53083	ELECTRICAL CONDUIT & FITTINGS-STREETLIGHTS	75.55
MENARDS	13174	05/26/2022	53084	PVC REDUCER-STREETLIGHTS	4.78
MENARDS	13066	05/16/2022	53088	BRAD NAILS/MOULDING/PLYWOOD -PW	57.73
MENARDS	13066	05/16/2022	53090	PAINT & PAINT BRUSH-PARKS	79.92
MENARDS	13066	05/16/2022	53092	ELEC OUTLET/GFCI TESTER/SMOKE ALARM - 4300/34192	86.95
MENARDS	13066	05/16/2022	53102	WALL PLATE/TV MOUNT/5 SHELF UNIT-HERO	266.85
MENARDS	13066	05/16/2022	53150	SCREWS/WD40-PARKS	7.53
MENARDS	13066	05/16/2022	53234	GLASS CLEANER-PD	7.98
MENARDS	13066	05/16/2022	53277	VEH INTERIOR WIPES & TOWELS - STS TO CLN VEHICL	62.64
MENARDS	13066	05/16/2022	53286	CARB FILTER/RAKE-PARKS	46.97
MENARDS	13066	05/16/2022	53334	STAIN/AC2 LUMBER-PW SIGN REPAIR	78.30

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
MENARDS	13174	05/26/2022	53335	ELECTRICAL CONDUIT & FITTINGS/PRIMER-STREETLIGHTS	207.88
MENARDS	13112	05/19/2022	53371-2022	THREAD SEALANT-PARKS	8.82
MENARDS	13112	05/19/2022	53387	DOWELS/MITER SAW/CLOROX WIPES-HERO	134.88
MENARDS	13112	05/19/2022	53396	STEEL ANGLE & TUBE/BOLTS/WASHERS/NUTS -RIVER OAKS	85.65
MENARDS	13112	05/19/2022	53417	NUTS & WASHERS-PARKS	17.25
MENARDS	13112	05/19/2022	53474	CORNER BRACE/SCREWS/DRILL BITS/P	61.92
MENARDS	13112	05/19/2022	53594	PVC UNIONS & ADAPTERS-PARKS	25.86
MENARDS	13112	05/19/2022	53598	AC2 LUMBER-PW	109.38
MENARDS	13112	05/19/2022	53602	CREDIT INV# 53334 - AC2 LUMBER	-62.84
MENARDS	13112	05/19/2022	53603	AUGER/RECIPROCATING SAW BLADE-PW	33.98
MENARDS	13112	05/19/2022	53608	AIR HOSE & REEL/BUSHING/AIR FILTERS-PW	119.35
MENARDS	13112	05/19/2022	53609	CLEANERS/SCISSORS/TONGS/ TURNERS/SPONGES-PW	50.13
MENARDS	13112	05/19/2022	53641	STEEL FLAT/TOOL HOLDER/LIGHT BULBS-RIVER OAKS	44.38
MENARDS	13112	05/19/2022	53658	HEADLAMPS/HAMMER/HELMETS/EPOXY/LOOPS-STREETS	136.47
MENARDS	13174	05/26/2022	53695	HANDLES/RAKES/PARTS BOX/TRAY-PARKS	374.90
MENARDS	13174	05/26/2022	53736	AIR FRESHNERS-PARKS	48.31
MENARDS	13174	05/26/2022	53764	BOARD/PVC CAP/ORANGE STAKE FLAGS-RIVER OAKS	28.31
MENARDS	13174	05/26/2022	53770	CLEANING SUPPLIES-CENTRAL FIRE	59.34
MENARDS	13174	05/26/2022	53788	GLOVE/HEX PLUG-RIVER OAK	11.97
MENARDS	13174	05/26/2022	53794	CLEANING SUPPLIES-CENTRAL FIRE	7.99
MENARDS	13174	05/26/2022	53802	SHOP VAC FILTER-FLEET SHOP	20.58
MENARDS	13174	05/26/2022	53912	SCREWS/DRILL BITS/WOOD FILLER-PW	11.45
MENARDS	13174	05/26/2022	53913	PIPE FITTINGS-PW	26.05
MENARDS	13174	05/26/2022	53926	TAPE/SILICONE-HERO CENTER	10.58
MENARDS	13174	05/26/2022	54055	CIRC SAW BLADE/GREEN TREATED WOOD - 31MISC/34295	83.36
MENARDS	13174	05/26/2022	54277	CAULK GUN/SOLDERING IRON/SEALANT - 2238/34294	32.83
MENARDS	13174	05/26/2022	54309	SPEAKER WIRE - 2238/34294	12.99
				Vendor VEN13410 - MENARDS Total:	**3,626.02**
Vendor: VEN31420 - METRO FURNITURE SOLUTIONS BY HENRICKSEN					
METRO FURNITURE SOLUTIO	13176	05/26/2022	726425	RECEPTION MODS TO WS142, O/S LABOR-CITY HALL	1,985.74
				Vendor VEN31420 - METRO FURNITURE SOLUTIONS BY HENRICKSEN Total:	**1,985.74**
Vendor: VEN13461 - METRO SALES INCORPORATED					
METRO SALES INCORPORATE	13067	05/16/2022	INV2025762	PSCH RICOH COPIER USAGE 3/4/22-4/3/22	214.37
METRO SALES INCORPORATE	13067	05/16/2022	INV2025762	PD RICOH COPIER USAGE 3/4/22-4/3/22	143.90
METRO SALES INCORPORATE	13067	05/16/2022	INV2025762	PW RICOH COPIER USAGE 3/4/22-4/3/22	542.87

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
METRO SALES INCORPORATE	13067	05/16/2022	INV2025762	GOLF RICOH COPIER USAGE 3/4/22-4/3/22	176.48
METRO SALES INCORPORATE	13067	05/16/2022	INV2025762	HERO CENTER RICOH COPIER USAGE 3/4/22-4/3/22	324.83
METRO SALES INCORPORATE	13177	05/26/2022	INV2034436	RICOH COPIER LEASE PD ADMIN 4/30/22-5/30/22	45.00
				Vendor VEN13461 - METRO SALES INCORPORATED Total:	**1,447.45**
Vendor: VEN13411 - METROPOLITAN COUNCIL					
METROPOLITAN COUNCIL	13179	05/26/2022	202204	APRIL SAC CHARGES	111,825.00
METROPOLITAN COUNCIL	13179	05/26/2022	202204	APRIL SAC CHARGES DISCOUN	-1,118.25
				Vendor VEN13411 - METROPOLITAN COUNCIL Total:	**110,706.75**
Vendor: VEN13412 - METROPOLITAN COUNCIL					
METROPOLITAN COUNCIL	13068	05/16/2022	1138578	TEMPORARY CAPACITY CHARGE - WELL 3	1,627.18
METROPOLITAN COUNCIL	13114	05/19/2022	1138663	2022 INDUSTRIAL DISCHARGE PERMIT FEE - PW	425.00
METROPOLITAN COUNCIL	13114	05/19/2022	1138937	2022 INDUSTRIAL DISCHARGE PERMIT FEE - WELL 10	1,125.00
METROPOLITAN COUNCIL	13114	05/19/2022	1138938	2022 INDUSTRIAL DISCHARGE PERMIT FEE - WELL 3	1,125.00
METROPOLITAN COUNCIL	13114	05/19/2022	1138946	2022 INDUSTRIAL DISCHARGE PERMIT FEE - WELL 7/8	1,125.00
METROPOLITAN COUNCIL	13178	05/26/2022	1139623	JUNE WASTE WATER SERVICES	200,287.56
				Vendor VEN13412 - METROPOLITAN COUNCIL Total:	**205,714.74**
Vendor: VEN13429 - MEYER SEWER SERVICE					
MEYER SEWER SERVICE	216334	05/25/2022	83519	PUMPED MAINT BLDG HOLDING TANK	225.00
				Vendor VEN13429 - MEYER SEWER SERVICE Total:	**225.00**
Vendor: VEN35863 - MICHAEL JOSEPH DUFRESNE					
MICHAEL JOSEPH DUFRESNE	216335	05/25/2022	123456	2022 SEASON VIDEO PRODUCTION-RIVER OAKS	2,000.00
				Vendor VEN35863 - MICHAEL JOSEPH DUFRESNE Total:	**2,000.00**
Vendor: VEN35490 - MIDWEST WASH SYSTEMS LLC					
MIDWEST WASH SYSTEMS LLC	13069	05/16/2022	12999	COUPLERS FOR HOTSY-PW	42.15
				Vendor VEN35490 - MIDWEST WASH SYSTEMS LLC Total:	**42.15**
Vendor: VEN13485 - MIKE McPHILLIPS, INC.					
MIKE McPHILLIPS, INC.	216336	05/25/2022	53787	RPL/ADJ MAIN & SIDE BRM,CONVEYOR CHAINS-8601/34264	882.00
				Vendor VEN13485 - MIKE McPHILLIPS, INC. Total:	**882.00**
Vendor: VEN33770 - MILLE LACS CORPORATE VENTURES					
MILLE LACS CORPORATE VENT	216337	05/25/2022	3503	49ER TRAINING LODGING-PAVEK & HOCHSTETLER	391.16
MILLE LACS CORPORATE VENT	216337	05/25/2022	3503	49ER TRAINING LODGING-PAVEK & HOCHSTETLER	391.16
				Vendor VEN33770 - MILLE LACS CORPORATE VENTURES Total:	**782.32**
Vendor: VEN35690 - MINNESOTA AG POWER INC					
MINNESOTA AG POWER INC	13180	05/26/2022	9066697	TRIMMER HEADS-STREETS	26.99
MINNESOTA AG POWER INC	13180	05/26/2022	9066842	CREDIT INV# 90167222 - TRIMMER HEADS	-53.98
MINNESOTA AG POWER INC	13070	05/16/2022	9097323	HD LITHIUM/HYD FILTER-RIVER OAKS	97.81
MINNESOTA AG POWER INC	13070	05/16/2022	9098066	FLTR,BRK BND,SPRCKT,SPRK PLG - 26MISC/34220	69.52
MINNESOTA AG POWER INC	13115	05/19/2022	9103792	FLTR,BRNG,GSKT,ROLLER,SLEEVE,BELT - 8509/34214	498.66
MINNESOTA AG POWER INC	13115	05/19/2022	9105993	SPRK PLG,OIL,FLTR,BALL JNT,SPRK PLG - 8709/34110	948.42
MINNESOTA AG POWER INC	13180	05/26/2022	9112788	SPINDLE,SEAL,CASE - 8509/34214	416.14

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
MINNESOTA AG POWER INC	13180	05/26/2022	9120514	JD GATOR TECHNICAL MANUAL 8709/34110	340.47
MINNESOTA AG POWER INC	13180	05/26/2022	9123017	BRAKE - 8704/34269	180.88
MINNESOTA AG POWER INC	13180	05/26/2022	9123123	LOCK NUT - 8709/34110	11.12
MINNESOTA AG POWER INC	13180	05/26/2022	9126027	5 GAL HYGARD OIL - 8401/34279	105.19
MINNESOTA AG POWER INC	13180	05/26/2022	9135280	BRAKE & CABLE - 8709/34110	497.95
MINNESOTA AG POWER INC	13180	05/26/2022	9139631	AIR FLTR - 8406/34317	139.77
MINNESOTA AG POWER INC	13180	05/26/2022	9147220	THERMOMETER - 8406/34317	50.28
				Vendor VEN35690 - MINNESOTA AG POWER INC Total:	**3,329.22**
Vendor: VEN30384 - MINNESOTA GLOVE INC					
MINNESOTA GLOVE INC	13116	05/19/2022	335470	UNIFORM - UECKER	239.92
MINNESOTA GLOVE INC	13181	05/26/2022	335509	UNIFORM - OMTVEDT	79.99
				Vendor VEN30384 - MINNESOTA GLOVE INC Total:	**319.91**
Vendor: VEN34360 - MINNESOTA GOLF ASSOCIATION					
MINNESOTA GOLF ASSOCIATI	216338	05/25/2022	511936	2022 ANNUAL MEMBER FACILITY DUES	180.00
				Vendor VEN34360 - MINNESOTA GOLF ASSOCIATION Total:	**180.00**
Vendor: VEN02044 - MN BUREAU OF CRIMINAL APPREHENSION					
MN BUREAU OF CRIMINAL AP	216340	05/25/2022	20220525-1	FINGERPRINT CHECKS-B.TSCHIDA	33.25
MN BUREAU OF CRIMINAL AP	216339	05/25/2022	20220525-2	FINGERPRINT CHECKS-N.LINDER	33.25
				Vendor VEN02044 - MN BUREAU OF CRIMINAL APPREHENSION Total:	**66.50**
Vendor: VEN13473 - MN CHILD SUPPORT CENTER					
MN CHILD SUPPORT CENTER	216259	05/18/2022	INV024965	5/19/22 BIWEEKLY PAYROLL 4/25/22-5/8/22	54.44
				Vendor VEN13473 - MN CHILD SUPPORT CENTER Total:	**54.44**
Vendor: VEN13352 - MN DEPT OF HEALTH					
MN DEPT OF HEALTH	216209	05/11/2022	20220511-1	WATER SUPPLY OPERATOR LICENSE-OMTVEDT	23.00
MN DEPT OF HEALTH	216208	05/11/2022	20220511-2	WATER SUPPLY OPERATOR LICENSE-HIVELEY	23.00
				Vendor VEN13352 - MN DEPT OF HEALTH Total:	**46.00**
Vendor: VEN13670 - MN DEPT OF LABOR & INDUSTRY					
MN DEPT OF LABOR & INDUS	13182	05/26/2022	202204-CG	APR BLDG PERMIT SURCHARGE RETENTION-COT	-211.08
MN DEPT OF LABOR & INDUS	13182	05/26/2022	202204-CG	APR BLDG PERMIT SURCHARGE-COTTAGE GROVE	10,553.96
				Vendor VEN13670 - MN DEPT OF LABOR & INDUSTRY Total:	**10,342.88**
Vendor: VEN13551 - MN DEPT OF PUBLIC SAFETY					
MN DEPT OF PUBLIC SAFETY	216260	05/18/2022	20220518	DUI FORFEITURE TITLE TRANSFER-CG21008850	25.00
MN DEPT OF PUBLIC SAFETY	216260	05/18/2022	20220518	DUI FORFEITURE TITLE TRANSFER-CG21014038	25.00
MN DEPT OF PUBLIC SAFETY	216260	05/18/2022	20220518	DUI FORFEITURE TITLE TRANSFER-CG21019636	25.00
MN DEPT OF PUBLIC SAFETY	216260	05/18/2022	20220518	DUI FORFEITURE TITLE TRANSFER-CG21020760	25.00
MN DEPT OF PUBLIC SAFETY	216260	05/18/2022	20220518	CRIMINAL FORFEITURE TITLE TRANSFER-CG21011418	25.00
MN DEPT OF PUBLIC SAFETY	216260	05/18/2022	20220518	CRIMINAL FORFEITURE TITLE TRANSFER-CG21010831	25.00
MN DEPT OF PUBLIC SAFETY	216260	05/18/2022	20220518	CRIMINAL FORFEITURE TITLE TRANSFER-CG21000656	25.00
MN DEPT OF PUBLIC SAFETY	216260	05/18/2022	20220518	CRIMINAL FORFEITURE TITLE TRANSFER-CG20018351	25.00
MN DEPT OF PUBLIC SAFETY	216260	05/18/2022	20220518	CRIMINAL FORFEITURE TITLE TRANSFER-CG20018633	25.00
MN DEPT OF PUBLIC SAFETY	216260	05/18/2022	20220518	CRIMINAL FORFEITURE TITLE TRANSFER-CG21016485	25.00

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
MN DEPT OF PUBLIC SAFETY	216260	05/18/2022	20220518	CRIMINAL FORFEITURE TITLE TRANSFER-CG21020440	25.00
MN DEPT OF PUBLIC SAFETY	216341	05/25/2022	20220525	ABANDONED CRIMINAL TITLE TRANSFER-CG19000979	25.00
MN DEPT OF PUBLIC SAFETY	216341	05/25/2022	20220525	ABANDONED CRIMINAL TITLE TRANSFER-CG20023745	25.00
MN DEPT OF PUBLIC SAFETY	216341	05/25/2022	20220525	ABANDONED CRIMINAL TITLE TRANSFER-CG21026322	25.00
				Vendor VEN13551 - MN DEPT OF PUBLIC SAFETY Total:	**350.00**
Vendor: VEN13481 - MN FIRE SERVICE CERTIFICATION BOARD					
MN FIRE SERVICE CERTIFICATI	216262	05/18/2022	9970	FIREFIGHTER I CERTIFICATION EXAM/HAZ MAT OPERATION	290.00
				Vendor VEN13481 - MN FIRE SERVICE CERTIFICATION BOARD Total:	**290.00**
Vendor: VEN13463 - MTI DISTRIBUTING CO.					
MTI DISTRIBUTING CO.	13183	05/26/2022	1337371-00	SOLENOID,FLTRS,BLADES,OIL - 8511/34216	2,738.14
MTI DISTRIBUTING CO.	13183	05/26/2022	1339959-00	DIGITAL WIRE & VALVE LOCATOR-PARKS	950.00
MTI DISTRIBUTING CO.	13183	05/26/2022	1343475-00	MOWER RENTAL FEE-UTILITIES & STREETS	7,590.00
MTI DISTRIBUTING CO.	13183	05/26/2022	1343475-00	MOWER RENTAL FEE-UTILITIES & STREETS	7,590.00
MTI DISTRIBUTING CO.	13183	05/26/2022	1344167-00	ALTERNATOR ASSEMBLY - 8510/34342	394.01
				Vendor VEN13463 - MTI DISTRIBUTING CO. Total:	**19,262.15**
Vendor: VEN13358 - MUNICIPAL EMERGENCY SERVICES, INC					
MUNICIPAL EMERGENCY SER	13071	05/16/2022	IN1700814	SCBA REPAIR	985.80
				Vendor VEN13358 - MUNICIPAL EMERGENCY SERVICES, INC Total:	**985.80**
Vendor: VEN02406 - MYRON BAILEY					
MYRON BAILEY	216263	05/18/2022	20220518	PER DIEM - ICSC TRADESHOW	172.50
				Vendor VEN02406 - MYRON BAILEY Total:	**172.50**
Vendor: VEN35869 - NANETTE DEBRULE					
NANETTE DEBRULE	216342	05/25/2022	20220525	REIMBURSE 2022-2023 ISI SKATING INSTRUCTOR MEMBER	95.00
				Vendor VEN35869 - NANETTE DEBRULE Total:	**95.00**
Vendor: VEN14453 - NIKE USA, INC.					
NIKE USA, INC.	216343	05/25/2022	9641388413	PROSHOP MERCHANDISE	139.79
NIKE USA, INC.	216343	05/25/2022	9641662583	PROSHOP MERCHANDISE	130.15
				Vendor VEN14453 - NIKE USA, INC. Total:	**269.94**
Vendor: VEN34255 - NORTHERN LINES CONTRACTING, INC					
NORTHERN LINES CONTRACTI	216373	05/25/2022	20220429	PYMT 3-TG-P14 POND IMPROVEMENTS 4/1/22-4/29/22	129,394.75
				Vendor VEN34255 - NORTHERN LINES CONTRACTING, INC Total:	**129,394.75**
Vendor: VEN14455 - NORTHERN SAFETY CO INC					
NORTHERN SAFETY CO INC	13072	05/16/2022	904728415	EAR PLUGS/SAFETY GLASSES-STREETS/PARKS	192.12
NORTHERN SAFETY CO INC	13072	05/16/2022	904728415	EAR PLUGS/SAFETY GLASSES-STREETS/PARKS	192.12
NORTHERN SAFETY CO INC	13072	05/16/2022	904739099	CREDIT INV# 904728415 - EAR PLUGS	-116.40
NORTHERN SAFETY CO INC	13072	05/16/2022	904739099	CREDIT INV# 904728415 - EAR PLUGS	-116.40
NORTHERN SAFETY CO INC	13072	05/16/2022	904770875	NITRILE GLOVES/SUNSCREEN-PARKS	562.24
				Vendor VEN14455 - NORTHERN SAFETY CO INC Total:	**713.68**

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN14409 - NORTHERN SAFETY TECHNOLOGY, INC					
NORTHERN SAFETY TECHNOL	13184	05/26/2022	53982	BLUE DOME LED BEACON - 4202/34266	94.37
				Vendor VEN14409 - NORTHERN SAFETY TECHNOLOGY, INC Total:	**94.37**
Vendor: VEN35425 - OPENTABLE INC					
OPENTABLE INC	216264	05/18/2022	INV-FS859437-042022	APRIL GUEST SEATING/RESERVATION SVCS	322.00
				Vendor VEN35425 - OPENTABLE INC Total:	**322.00**
Vendor: VEN35665 - OPTUM FINANCIAL INC					
OPTUM FINANCIAL INC	13073	05/16/2022	1293356	HSA MAINTENANCE FEES-FEBRUARY 2022	348.75
				Vendor VEN35665 - OPTUM FINANCIAL INC Total:	**348.75**
Vendor: VEN30439 - O'REILLY AUTO PARTS					
O'REILLY AUTO PARTS	216210	05/11/2022	3266-429242	FUEL PUMP CAMSHAFT - RETURNED	70.55
O'REILLY AUTO PARTS	216210	05/11/2022	3266-429258	BATTERY - 8306/34230	146.36
O'REILLY AUTO PARTS	216210	05/11/2022	3266-429290	AIR FILTER - 6103/34227	74.45
O'REILLY AUTO PARTS	216210	05/11/2022	3266-429404	CREDIT INV# 3266-429242 - FUEL PUMP CAMSHAFT	-70.55
O'REILLY AUTO PARTS	216210	05/11/2022	3266-429406	CREDIT INV# 3266-429258 - BATTERY CORE RETURN	-22.00
O'REILLY AUTO PARTS	216210	05/11/2022	3266-429441	GASKET MAKER - SS100	17.98
O'REILLY AUTO PARTS	216210	05/11/2022	3266-429455	AIR & FUEL FLTR - 6105/3422	88.97
O'REILLY AUTO PARTS	216210	05/11/2022	3266-429457	AIR & FUEL FLTR - 6106/3422	88.97
O'REILLY AUTO PARTS	216210	05/11/2022	3266-429535	AIR & CAB FILTER - 1406/3423	33.98
O'REILLY AUTO PARTS	216210	05/11/2022	3266-429542	TAIL LIGHTS, MARKER LIGHTS - 21MISC/34008	78.77
O'REILLY AUTO PARTS	216210	05/11/2022	3266-429545	OIL FLTR & GLASS CLNR - SS10	32.46
O'REILLY AUTO PARTS	216210	05/11/2022	3266-429546	CAB FLTR - STOCK ITEM	7.91
O'REILLY AUTO PARTS	216210	05/11/2022	3266-429548	OIL FLTR - STOCK ITEM	4.50
O'REILLY AUTO PARTS	216210	05/11/2022	3266-429962	MARKER LIGHT - 21MISC/34008	15.18
O'REILLY AUTO PARTS	216210	05/11/2022	3266-430007	STOPLIGHT SWITCH - 1403/34241	12.50
O'REILLY AUTO PARTS	216210	05/11/2022	3266-430016	CONNECTOR - RETURNED	6.79
O'REILLY AUTO PARTS	216210	05/11/2022	3266-430018	CREDIT INV# 3266-430016 - CONNECTORS, 21MISC/34008	-2.12
O'REILLY AUTO PARTS	216265	05/18/2022	3266-430218	CONNECTOR - 21MISC/34008	4.24
O'REILLY AUTO PARTS	216344	05/25/2022	3266-431408	LIGHT BULB - 8207/34281	4.42
O'REILLY AUTO PARTS	216344	05/25/2022	3266-431886	CIRCUIT BRKR - 2238/34294	28.04
O'REILLY AUTO PARTS	216344	05/25/2022	3266-432021	PRIMARY WIRE - 2238/34294	9.99
O'REILLY AUTO PARTS	216344	05/25/2022	3266-432053	BATTERY - 8510/34288	130.68
O'REILLY AUTO PARTS	216344	05/25/2022	3266-432054	SOLDER - SHOP SUPPLY SS100	27.45
O'REILLY AUTO PARTS	216344	05/25/2022	3266-432078	5W30 SYN OIL & BRK FLUID - STOCK & SS100	70.43
O'REILLY AUTO PARTS	216344	05/25/2022	3266-432092	FUSE HOLDER - 2238/34294	27.16
O'REILLY AUTO PARTS	216344	05/25/2022	3266-432183	BATTERY - 5002/34293	183.98
O'REILLY AUTO PARTS	216344	05/25/2022	3266-432207	BATTERY - 1509/34314	129.16
O'REILLY AUTO PARTS	216344	05/25/2022	3266-432246	RELAY - 2238/34294	9.45
O'REILLY AUTO PARTS	216344	05/25/2022	3266-433156	MINI LAMP - SS100	4.42
O'REILLY AUTO PARTS	216344	05/25/2022	3266-433194	AIR FLTR - 1943/34333	18.71
O'REILLY AUTO PARTS	216344	05/25/2022	3266-433303	MINI LAMP - SS100	2.92
				Vendor VEN30439 - O'REILLY AUTO PARTS Total:	**1,235.75**
Vendor: VEN31236 - OXYGEN SERVICE COMPANY, INC					
OXYGEN SERVICE COMPANY, I	216266	05/18/2022	3521114	SMALL & MED CYLINDER RENTAL	72.20
				Vendor VEN31236 - OXYGEN SERVICE COMPANY, INC Total:	**72.20**
Vendor: VEN32465 - P & W GOLF SUPPLY, LLC					
P & W GOLF SUPPLY, LLC	13117	05/19/2022	INV92848	CART ID FLAGS	122.88
				Vendor VEN32465 - P & W GOLF SUPPLY, LLC Total:	**122.88**

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN34834 - PAYPOINT HR LLC					
PAYPOINT HR LLC	216212	05/11/2022	COTTAGE GROVE ADD 06	HR PAYROLL SPECIALIST ANAYLSIS	250.00
				Vendor VEN34834 - PAYPOINT HR LLC Total:	**250.00**
Vendor: VEN32891 - PEMBER COMPANIES, INC.					
PEMBER COMPANIES, INC.	13204	06/02/2022	20220428	PYMT 4-OAKWOOD PARK IMPROVEMENTS THRU 4/28	93,459.57
				Vendor VEN32891 - PEMBER COMPANIES, INC. Total:	**93,459.57**
Vendor: VEN35260 - PERFECTION PLUS INC					
PERFECTION PLUS INC	216346	05/25/2022	114293	MAY CLEANING SERVICES - PSCH	4,120.00
PERFECTION PLUS INC	216346	05/25/2022	114293	MAY CLEANING SERVICES - FIRE #4	147.00
PERFECTION PLUS INC	216346	05/25/2022	114293	MAY CLEANING SERVICES - CENTRAL FIRE	595.00
PERFECTION PLUS INC	216346	05/25/2022	114293	MAY CLEANING SERVICES - FIRE #3	147.00
PERFECTION PLUS INC	216346	05/25/2022	114293	MAY CLEANING SERVICES - P	820.00
PERFECTION PLUS INC	216346	05/25/2022	114293	MAY CLEANING SERVICES - HERO CENTER	1,675.00
				Vendor VEN35260 - PERFECTION PLUS INC Total:	**7,504.00**
Vendor: VEN35773 - PERFORMANCE FOOD GROUP INC					
PERFORMANCE FOOD GROUP	216213	05/11/2022	125256	FOOD/SUPPLIES FOR CLUBHOUSE	36.59
PERFORMANCE FOOD GROUP	216213	05/11/2022	125256	FOOD/SUPPLIES FOR CLUBHOUSE	1,359.43
PERFORMANCE FOOD GROUP	216267	05/18/2022	127083	SUPPLIES FOR CLUBHOUSE	448.81
PERFORMANCE FOOD GROUP	216267	05/18/2022	132888	FOOD FOR CLUBHOUSE	81.96
PERFORMANCE FOOD GROUP	216267	05/18/2022	133936	FOOD/SUPPLIES FOR CLUBHOUSE	273.11
PERFORMANCE FOOD GROUP	216267	05/18/2022	133936	FOOD/SUPPLIES FOR CLUBHOUSE	1,667.58
PERFORMANCE FOOD GROUP	216347	05/25/2022	137644	FOOD/SUPPLIES FOR CLUBHOUSE	278.33
PERFORMANCE FOOD GROUP	216347	05/25/2022	137644	FOOD/SUPPLIES FOR CLUBHOUSE	817.42
PERFORMANCE FOOD GROUP	216347	05/25/2022	137644	FOOD/SUPPLIES FOR CLUBHOUSE	38.97
PERFORMANCE FOOD GROUP	216347	05/25/2022	138928	FOOD FOR CLUBHOUSE	79.77
PERFORMANCE FOOD GROUP	216347	05/25/2022	141044	FOOD FOR CLUBHOUSE	151.77
PERFORMANCE FOOD GROUP	216347	05/25/2022	142926	FOOD FOR CLUBHOUSE	1,909.64
PERFORMANCE FOOD GROUP	216347	05/25/2022	143698	SUPPLIES FOR CLUBHOUSE	61.78
				Vendor VEN35773 - PERFORMANCE FOOD GROUP INC Total:	**7,205.16**
Vendor: VEN34122 - PERFORMANCE PLUS, LLC					
PERFORMANCE PLUS, LLC	13074	05/16/2022	122806	ANNUAL MEDICAL EXAMS	4,866.00
PERFORMANCE PLUS, LLC	13074	05/16/2022	122808	PRE-EMPLOYMENT TESTING	424.00
PERFORMANCE PLUS, LLC	13118	05/19/2022	122816	MEDICAL EXAMINATIONS	629.00
PERFORMANCE PLUS, LLC	13118	05/19/2022	122820	MEDICAL EXAMINATION	182.00
PERFORMANCE PLUS, LLC	13185	05/26/2022	122826	PRE-EMPLOYMENT TESTING	280.00
				Vendor VEN34122 - PERFORMANCE PLUS, LLC Total:	**6,381.00**
Vendor: VEN16157 - PHILLIPS WINE & SPIRITS INC					
PHILLIPS WINE & SPIRITS INC	216348	05/25/2022	6389812	ALCOHOL FOR CLUBHOUSE	91.00
				Vendor VEN16157 - PHILLIPS WINE & SPIRITS INC Total:	**91.00**
Vendor: VEN16190 - PIONEER RIM & WHEEL COMPANY					
PIONEER RIM & WHEEL COMP	13186	05/26/2022	1CL8497	HUB & DRUM,ELEC BRKS - 7006/32890	1,138.84
				Vendor VEN16190 - PIONEER RIM & WHEEL COMPANY Total:	**1,138.84**
Vendor: VEN16201 - PLAISTED COMPANIES					
PLAISTED COMPANIES	13119	05/19/2022	51118	TOPDRESSING SAND	1,031.23
				Vendor VEN16201 - PLAISTED COMPANIES Total:	**1,031.23**

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN16192 - PLUNKETT'S PEST CONTROL, INC					
PLUNKETT'S PEST CONTROL, I	13075	05/16/2022	7480207	APRIL PEST CONTROL - CITY HALL	172.10
PLUNKETT'S PEST CONTROL, I	13120	05/19/2022	7505660	STINGING INSECT SVC APRIL 2022 - PW FLOAT GARAGE	139.00
PLUNKETT'S PEST CONTROL, I	13187	05/26/2022	7513247	APRIL PEST CONTROL - HERO CENTER	90.00
PLUNKETT'S PEST CONTROL, I	13187	05/26/2022	7496759	APRIL PEST CONTROL - RIVER OAKS	119.65
				Vendor VEN16192 - PLUNKETT'S PEST CONTROL, INC Total:	**520.75**
Vendor: VEN31323 - POTTERS INDUSTRIES LLC					
POTTERS INDUSTRIES LLC	216268	05/18/2022	91366929	TRAFFIC BEADS-SIGN SHOP	2,904.00
				Vendor VEN31323 - POTTERS INDUSTRIES LLC Total:	**2,904.00**
Vendor: VEN33920 - POVOLNY SPECIALTIES, INC					
POVOLNY SPECIALTIES, INC	216349	05/25/2022	47625	58X30X28 IRRIGATION ENCLOSURE-POWDER COATED GREEN	1,960.00
				Vendor VEN33920 - POVOLNY SPECIALTIES, INC Total:	**1,960.00**
Vendor: VEN32477 - PRECISION LANDSCAPE AND TREE, INC					
PRECISION LANDSCAPE AND T	216214	05/11/2022	84543	STUMP GRINDING @ $2.75 PER INCH	20,025.50
PRECISION LANDSCAPE AND T	216269	05/18/2022	84577	STUMP GRINDING-RIVER OAK	1,325.25
				Vendor VEN32477 - PRECISION LANDSCAPE AND TREE, INC Total:	**21,350.75**
Vendor: VEN29367 - PROPET DISTRIBUTORS, INC					
PROPET DISTRIBUTORS, INC	216350	05/25/2022	137939	DOGIPOT SMART LITTER PICK UP BAGS-PARKS	1,565.25
				Vendor VEN29367 - PROPET DISTRIBUTORS, INC Total:	**1,565.25**
Vendor: VEN16138 - PUBLIC EMPLOYEES RETIREMENT ASSOCIATION					
PUBLIC EMPLOYEES RETIREM	13121	05/19/2022	INV024967	5/19/22 BIWEEKLY PAYROLL 4/25/22-5/8/22	46,371.08
PUBLIC EMPLOYEES RETIREM	13121	05/19/2022	INV024968	5/19/22 BIWEEKLY PAYROLL 4/25/22-5/8/22	68,301.88
				Vendor VEN16138 - PUBLIC EMPLOYEES RETIREMENT ASSOCIATION Total:	**114,672.96**
Vendor: VEN35706 - PURE TAP INC					
PURE TAP INC	216215	05/11/2022	PT-25939	DRAUGHT LINE CLEANING	105.00
				Vendor VEN35706 - PURE TAP INC Total:	**105.00**
Vendor: VEN31366 - QUALITY LOCKSMITH SERVICE, INC					
QUALITY LOCKSMITH SERVICE	216216	05/11/2022	QLS22497	CLYINDER REPAIR-HIGHLANDS PARK	197.50
				Vendor VEN31366 - QUALITY LOCKSMITH SERVICE, INC Total:	**197.50**
Vendor: VEN32756 - RAMSEY/WASHINGTON RECYCLING & ENERGY					
RAMSEY/WASHINGTON RECY	216270	05/18/2022	RESFA-005482	TRASH DISPOSAL - APRIL	442.79
				Vendor VEN32756 - RAMSEY/WASHINGTON RECYCLING & ENERGY Total:	**442.79**
Vendor: VEN18149 - RAMY TURF PRODUCTS					
RAMY TURF PRODUCTS	216217	05/11/2022	OP-84294-06	SEED - DIRT DAY/SOD REPAIR	3,000.00
RAMY TURF PRODUCTS	216217	05/11/2022	OP-84294-06	SEED - DIRT DAY/SOD REPAIR	1,500.00
RAMY TURF PRODUCTS	216217	05/11/2022	OP-84294-06	SEED - DIRT DAY/SOD REPAIR	180.00
RAMY TURF PRODUCTS	216217	05/11/2022	OP-84294-06	SEED - DIRT DAY/SOD REPAIR	125.00
RAMY TURF PRODUCTS	216217	05/11/2022	OP-84294-06	SEED - DIRT DAY/SOD REPAIR	75.00
				Vendor VEN18149 - RAMY TURF PRODUCTS Total:	**4,880.00**
Vendor: VEN13606 - RANDY MCALISTER					
RANDY MCALISTER	216351	05/25/2022	20220525	REIMBURSEMENT FOR ATAP THREAT MANAGEMENT CONFER	725.00
				Vendor VEN13606 - RANDY MCALISTER Total:	**725.00**

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN34950 - REACH SPORTS MARKETING GROUP INC					
REACH SPORTS MARKETING G	13076	05/16/2022	79434	PLAYER LICENSE RENEWAL-FIRE/PS DISPLAY	700.00
				Vendor VEN34950 - REACH SPORTS MARKETING GROUP INC Total:	**700.00**
Vendor: VEN18058 - REGIONS HOSPITAL					
REGIONS HOSPITAL	216271	05/18/2022	7616996	MARCH DRUG/SUPPLY CHARGES	1,918.71
				Vendor VEN18058 - REGIONS HOSPITAL Total:	**1,918.71**
Vendor: VEN18169 - REINDERS, INC.					
REINDERS, INC.	13188	05/26/2022	3085384-00	FERTILIZER FOR GOLF COURSE	3,334.50
REINDERS, INC.	13188	05/26/2022	3086735-00	TRICURE WETTING AGENT	419.49
REINDERS, INC.	13188	05/26/2022	3086736-00	FERTILIZER FOR GOLF COURSE	975.24
				Vendor VEN18169 - REINDERS, INC. Total:	**4,729.23**
Vendor: VEN35788 - RELIABLE DRUG & ALCOHOL INC					
RELIABLE DRUG & ALCOHOL I	216352	05/25/2022	4668	DRUG TESTING	45.00
RELIABLE DRUG & ALCOHOL I	216352	05/25/2022	4668	DRUG TESTING	90.00
RELIABLE DRUG & ALCOHOL I	216352	05/25/2022	4668	DRUG TESTING	135.00
RELIABLE DRUG & ALCOHOL I	216352	05/25/2022	4668	DRUG TESTING	45.00
RELIABLE DRUG & ALCOHOL I	216352	05/25/2022	4668	DRUG TESTING	90.00
RELIABLE DRUG & ALCOHOL I	216352	05/25/2022	4668	DRUG TESTING	180.00
RELIABLE DRUG & ALCOHOL I	216352	05/25/2022	4668	DRUG TESTING	45.00
RELIABLE DRUG & ALCOHOL I	216352	05/25/2022	4668	DRUG TESTING	270.00
RELIABLE DRUG & ALCOHOL I	216352	05/25/2022	4668	DRUG TESTING	225.00
RELIABLE DRUG & ALCOHOL I	216352	05/25/2022	4668	DRUG TESTING	315.00
				Vendor VEN35788 - RELIABLE DRUG & ALCOHOL INC Total:	**1,440.00**
Vendor: VEN18156 - RIVER COUNTRY COOPERATIVE					
RIVER COUNTRY COOPERATIV	13189	05/26/2022	144990	402.1 GAL UNLEADED GASOLINE	1,567.79
RIVER COUNTRY COOPERATIV	13189	05/26/2022	144991	365.1 GAL DYED DIESEL	1,908.08
				Vendor VEN18156 - RIVER COUNTRY COOPERATIVE Total:	**3,475.87**
Vendor: VEN30368 - RIVER STATES TRUCK AND TRAILER, INC					
RIVER STATES TRUCK AND TRA	13077	05/16/2022	926482	ADAPTERS, GASKETS, KIT, HOSES - 4008/34199	3,422.10
RIVER STATES TRUCK AND TRA	13122	05/19/2022	926482X1	HOSES - 4008/34199	44.33
RIVER STATES TRUCK AND TRA	13122	05/19/2022	926482X2	HOSE - 4008/34199	25.40
				Vendor VEN30368 - RIVER STATES TRUCK AND TRAILER, INC Total:	**3,491.83**
Vendor: VEN30854 - ROHN INDUSTRIES, INC					
ROHN INDUSTRIES, INC	13078	05/16/2022	573528	DOCUMENT SHREDDING	20.25
ROHN INDUSTRIES, INC	13078	05/16/2022	573528	DOCUMENT SHREDDING	15.00
				Vendor VEN30854 - ROHN INDUSTRIES, INC Total:	**35.25**
Vendor: VEN34193 - S&S WORLDWIDE, INC					
S&S WORLDWIDE, INC	216218	05/11/2022	IN100970343	REC PROGRAM SUPPLIES	602.61
				Vendor VEN34193 - S&S WORLDWIDE, INC Total:	**602.61**
Vendor: VEN32940 - SAFEASSURE CONSULTANTS INC.					
SAFEASSURE CONSULTANTS I	216353	05/25/2022	3163	SAFETY TRAINING	8,746.17
				Vendor VEN32940 - SAFEASSURE CONSULTANTS INC. Total:	**8,746.17**
Vendor: VEN31368 - SAFEGUARD BUSINESS SYSTEMS					
SAFEGUARD BUSINESS SYSTE	216219	05/11/2022	34944006	UB DEPOSIT TICKETS	54.11
SAFEGUARD BUSINESS SYSTE	216219	05/11/2022	34944006	UB DEPOSIT TICKETS	54.10
				Vendor VEN31368 - SAFEGUARD BUSINESS SYSTEMS Total:	**108.21**
Vendor: VEN29489 - SCHILLING SUPPLY COMPANY					
SCHILLING SUPPLY COMPANY	13079	05/16/2022	869525-00	TOWELS/CANLINERS/BATH TISSUE-PARKS	1,116.34
SCHILLING SUPPLY COMPANY	13123	05/19/2022	870114-00	TOWELS/BATH TISSUE/CANLINER-CITY HALL	327.92
SCHILLING SUPPLY COMPANY	13079	05/16/2022	870987-00	TISSUE/TOWEL/CANLINER/HAND SOAP-CENTRAL FIRE	434.59

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
SCHILLING SUPPLY COMPANY	13190	05/26/2022	873009-00	TOWEL/BATH TISSUE/CANLINERS-HERO CENTER	265.29
SCHILLING SUPPLY COMPANY	13190	05/26/2022	873010-00	ROLL TOWEL/BATH TISSUE-CITY HALL	255.10
				Vendor VEN29489 - SCHILLING SUPPLY COMPANY Total:	**2,399.24**
Vendor: VEN19284 - SHERWIN WILLIAMS					
SHERWIN WILLIAMS	216220	05/11/2022	1905-0	PAINT-HERO CENTER	43.16
				Vendor VEN19284 - SHERWIN WILLIAMS Total:	**43.16**
Vendor: VEN19467 - SHORT ELLIOTT HENDRICKSON INC.					
SHORT ELLIOTT HENDRICKSO	13080	05/16/2022	423351	PINE HILL WT RECONDITIONING THRU 3/31/22	3,598.83
SHORT ELLIOTT HENDRICKSO	13080	05/16/2022	424405	AT&T AT MEADOW GRASS WT THRU 3/31/22	318.10
SHORT ELLIOTT HENDRICKSO	13080	05/16/2022	424406	T-MOBILE 2020 ANCHOR AT INWOOD WT THRU 3/31/22	80.63
SHORT ELLIOTT HENDRICKSO	13080	05/16/2022	424407	VERIZON L-SUB6 AT MEADOW GRASS THRU 3/31/22	80.63
SHORT ELLIOTT HENDRICKSO	13080	05/16/2022	424408	PINEHILL WT RECONDITION-TELECOM SVCS THRU 3/31/22	2,388.46
SHORT ELLIOTT HENDRICKSO	13080	05/16/2022	424409	2022 TELECOM CLOUD SVCS THRU 3/31/22	300.00
				Vendor VEN19467 - SHORT ELLIOTT HENDRICKSON INC. Total:	**6,766.65**
Vendor: VEN19365 - SILENT KNIGHT SECURITY SYSTEMS OF MN INC					
SILENT KNIGHT SECURITY SYS	13124	05/19/2022	122809	ANNUAL BACKUP MONITORING 5/8/22-5/7/23	180.00
				Vendor VEN19365 - SILENT KNIGHT SECURITY SYSTEMS OF MN INC Total:	**180.00**
Vendor: VEN19349 - SIRCHIE ACQUISITION COMPANY, LLC					
SIRCHIE ACQUISITION COMPA	13125	05/19/2022	540952-IN	CHAR DEPTH GAUGE/DEBRIS SIFTING SCREENS	210.96
SIRCHIE ACQUISITION COMPA	13125	05/19/2022	541327-IN	FLAWLESS REPLACEMENT PAD	191.70
				Vendor VEN19349 - SIRCHIE ACQUISITION COMPANY, LLC Total:	**402.66**
Vendor: VEN35034 - SMOOT ENTERPRISES ADVANCED SPORTSWEAR LLC					
SMOOT ENTERPRISES ADVAN	13081	05/16/2022	7204	UNIFORM EMBROIDERY - WARNER	99.00
SMOOT ENTERPRISES ADVAN	13191	05/26/2022	6948	UNIFORM - BOETTNER	66.00
SMOOT ENTERPRISES ADVAN	13126	05/19/2022	7345	UNIFORM-BENGTSON	20.00
				Vendor VEN35034 - SMOOT ENTERPRISES ADVANCED SPORTSWEAR LLC Total:	**185.00**
Vendor: VEN19285 - SOUTH EAST TOWING INC					
SOUTH EAST TOWING INC	216272	05/18/2022	232564	TOWING GMC SIERRA	100.00
SOUTH EAST TOWING INC	216272	05/18/2022	231636	TOWING CHEVY TRAILBLAZER 586WEH	175.00
SOUTH EAST TOWING INC	216272	05/18/2022	231324	TOWING CADILLAC DEVILLE	175.00
				Vendor VEN19285 - SOUTH EAST TOWING INC Total:	**450.00**
Vendor: VEN35865 - SOUTHERN GLAZER'S WINE & SPIRITS LLC					
SOUTHERN GLAZER'S WINE &	216354	05/25/2022	2206394	ALCOHOL FOR CLUBHOUSE	116.97
				Vendor VEN35865 - SOUTHERN GLAZER'S WINE & SPIRITS LLC Total:	**116.97**
Vendor: VEN19376 - SPARTAN PROMOTIONAL GROUP INC					
SPARTAN PROMOTIONAL GRO	13082	05/16/2022	583470	DISCOVER CG UNIFORMS	610.17
				Vendor VEN19376 - SPARTAN PROMOTIONAL GROUP INC Total:	**610.17**
Vendor: VEN16141 - ST PAUL PIONEER PRESS					
ST PAUL PIONEER PRESS	216355	05/25/2022	422414290	APRIL ADS-RIVER OAKS GOLF GUIDE	100.00
ST PAUL PIONEER PRESS	216355	05/25/2022	422569758	APR ADS-ORDINANCE 1055	18.33
ST PAUL PIONEER PRESS	216355	05/25/2022	422569758	APR ADS-ORDINANCE 1054	21.62
ST PAUL PIONEER PRESS	216355	05/25/2022	422569758	APR ADS-SUMMERGATE DEVELOPMENT	31.96

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
ST PAUL PIONEER PRESS	216355	05/25/2022	422569758	APR ADS-ENCLAVE DEVELOPMENT	26.79
ST PAUL PIONEER PRESS	216355	05/25/2022	422569758	APR ADS-US HOME LLC LENNAR	26.32
ST PAUL PIONEER PRESS	216355	05/25/2022	422569758	APR ADS-ISG ON BEALF OF LEAFLINE	24.91
ST PAUL PIONEER PRESS	216355	05/25/2022	422569758	APR ADS-SUMMERGATE DEVELOPMENT	31.96
ST PAUL PIONEER PRESS	216355	05/25/2022	422569758	APR ADS-DR HORTON	25.85
ST PAUL PIONEER PRESS	216355	05/25/2022	422569758	APR ADS-AD FOR BID GLACIAL VALLEY PARK	108.10
ST PAUL PIONEER PRESS	216355	05/25/2022	422569758	APR ADS-AD FOR BID GLACIAL VALLEY PARK	108.10
ST PAUL PIONEER PRESS	216355	05/25/2022	422579923	APRIL ADS-BID FOR WATER STORAGE	93.06
				Vendor VEN16141 - ST PAUL PIONEER PRESS Total:	**617.00**
Vendor: VEN32998 - STEVE DENNIS					
STEVE DENNIS	216273	05/18/2022	20220518	TRAVEL - ICSC TRADESHOW	697.20
STEVE DENNIS	216273	05/18/2022	20220518	PER DIEM - ICSC TRADESHOW	172.50
STEVE DENNIS	216273	05/18/2022	20220518-2	UNIFORM REIMBURSEMENT	44.00
				Vendor VEN32998 - STEVE DENNIS Total:	**913.70**
Vendor: VEN19525 - STRYKER SALES CORPORATION					
STRYKER SALES CORPORATIO	13192	05/26/2022	3749399M	EMS SUPPLIES	465.59
				Vendor VEN19525 - STRYKER SALES CORPORATION Total:	**465.59**
Vendor: VEN35860 - SUNRISE ELECTRIC INC					
SUNRISE ELECTRIC INC	216274	05/18/2022	20220518-1	REFUND PERMIT# 2022-016966 - 6547 94TH ST S	175.00
SUNRISE ELECTRIC INC	216274	05/18/2022	20220518-2	REFUND PERMIT# 2022-016967 - 6555 94TH ST S	175.00
				Vendor VEN35860 - SUNRISE ELECTRIC INC Total:	**350.00**
Vendor: VEN31202 - SUPERIOR TURF SERVICES, INC					
SUPERIOR TURF SERVICES, IN	216275	05/18/2022	2202	GOLF COURSE CHEMICALS	560.99
SUPERIOR TURF SERVICES, IN	216275	05/18/2022	2203	GOLF COURSE CHEMICALS	2,035.97
SUPERIOR TURF SERVICES, IN	216357	05/25/2022	1810	HERBICIDES FOR GOLF COURS	1,728.16
				Vendor VEN31202 - SUPERIOR TURF SERVICES, INC Total:	**4,325.12**
Vendor: VEN20063 - TAYLOR MADE GOLF COMPANY,INC.					
TAYLOR MADE GOLF COMPAN	216276	05/18/2022	35738896	PROSHOP MERCHANDISE	1,336.42
TAYLOR MADE GOLF COMPAN	216276	05/18/2022	35738961	PROSHOP MERCHANDISE	142.50
TAYLOR MADE GOLF COMPAN	216276	05/18/2022	35748773	PROSHOP MERCHANDISE	222.74
TAYLOR MADE GOLF COMPAN	216358	05/25/2022	35781299	PROSHOP MERCHANDISE	142.68
TAYLOR MADE GOLF COMPAN	216358	05/25/2022	35782473	PROSHOP MERCHANDISE	63.46
				Vendor VEN20063 - TAYLOR MADE GOLF COMPANY,INC. Total:	**1,907.80**
Vendor: VEN35338 - TECTA AMERICA CORPORATION					
TECTA AMERICA CORPORATIO	13193	05/26/2022	S510091812	2022 ROOFING TECTA TRACKER INSPECTION-PSCH	800.00
TECTA AMERICA CORPORATIO	13193	05/26/2022	S510091813	2022 ROOFING TECTA TRACKER INSPECTION-HERO C	752.00
TECTA AMERICA CORPORATIO	13193	05/26/2022	S510091814	2022 ROOFING TECTA TRACKER INSPECTION-RIVER	252.00
TECTA AMERICA CORPORATIO	13193	05/26/2022	S510091815	2022 ROOFING TECTA TRACKER INSPECTION-PW	871.00
TECTA AMERICA CORPORATIO	13193	05/26/2022	S510091821	2022 ROOFING TECTA TRACKER REPAIRS-RIVER OAK	1,490.00
TECTA AMERICA CORPORATIO	13193	05/26/2022	S510091822	2022 ROOFING TECTA TRACKER REPAIRS-PW	1,465.00
TECTA AMERICA CORPORATIO	13193	05/26/2022	S510092105	2022 ROOFING TECTA TRACKER INSPECTION-PW ST	140.00
TECTA AMERICA CORPORATIO	13193	05/26/2022	S510092106	2022 ROOFING TECTA TRACKER REPAIRS-PSCH	500.00
TECTA AMERICA CORPORATIO	13193	05/26/2022	S510092107	2022 ROOFING TECTA TRACKER REPAIRS-HERO CENT	1,230.00

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
TECTA AMERICA CORPORATIO	13193	05/26/2022	S510092127	2022 ROOFING TECTA TRACKER REPAIRS-PW STORA	1,495.00
				Vendor VEN35338 - TECTA AMERICA CORPORATION Total:	**8,995.00**
Vendor: VEN20005 - TELEMETRY AND PROCESS CONTROLS INC					
TELEMETRY AND PROCESS CO	13194	05/26/2022	114282	SCADA SERVICE - APRIL SERVICE	1,612.50
				Vendor VEN20005 - TELEMETRY AND PROCESS CONTROLS INC Total:	**1,612.50**
Vendor: VEN20049 - TENNIS ROLL OFF, L.L.C.					
TENNIS ROLL OFF, L.L.C.	216359	05/25/2022	3268837	DUMPSTER AT PW	211.66
TENNIS ROLL OFF, L.L.C.	216359	05/25/2022	3268837	DUMPSTER AT PW	211.66
TENNIS ROLL OFF, L.L.C.	216359	05/25/2022	3268837	DUMPSTER AT PW	211.66
TENNIS ROLL OFF, L.L.C.	216359	05/25/2022	3268837	DUMPSTER AT PW	211.66
				Vendor VEN20049 - TENNIS ROLL OFF, L.L.C. Total:	**846.64**
Vendor: VEN20038 - TENNIS SANITATION LLC					
TENNIS SANITATION LLC	216360	05/25/2022	3210076	APRIL TRASH SERVICE - HERO CENTER	50.54
TENNIS SANITATION LLC	216221	05/11/2022	3268487	APRIL TRASH SERVICE - FIRE #	14.25
TENNIS SANITATION LLC	216221	05/11/2022	3268488	APRIL TRASH SERVICE - PW GARAGE	96.04
TENNIS SANITATION LLC	216360	05/25/2022	3268489	APRIL TRASH SERVICE - RIVER OAKS	91.54
TENNIS SANITATION LLC	216221	05/11/2022	3268490	APRIL TRASH SERVICE - PARKS	195.21
TENNIS SANITATION LLC	216221	05/11/2022	3268491	APRIL TRASH SERVICE - FIRE #	28.57
TENNIS SANITATION LLC	216221	05/11/2022	3268492	APRIL TRASH SERVICE - FIRE #	19.95
TENNIS SANITATION LLC	216221	05/11/2022	3268493	APRIL TRASH SERVICE - ICE ARENA	66.78
TENNIS SANITATION LLC	216221	05/11/2022	3268494	APRIL TRASH SERVICE - OIL	79.97
TENNIS SANITATION LLC	216221	05/11/2022	3268495	APRIL TRASH SERVICE - CITY HALL	52.45
TENNIS SANITATION LLC	216360	05/25/2022	3268497	APRIL TRASH SERVICE - CLUBHOUSE	183.08
				Vendor VEN20038 - TENNIS SANITATION LLC Total:	**878.38**
Vendor: VEN31069 - TERMINAL SUPPLY CO.					
TERMINAL SUPPLY CO.	13083	05/16/2022	36518-00	FUSE CIRCUITS & FUSE HOLDERS - STOCK ITEM	32.13
TERMINAL SUPPLY CO.	13127	05/19/2022	38660-00	RECEPTABLE & PLUG - STOCK ITEM	42.06
TERMINAL SUPPLY CO.	13195	05/26/2022	39600-00	1/4 POLY LOOM - SHOP SUPPLY SS100	43.34
				Vendor VEN31069 - TERMINAL SUPPLY CO. Total:	**117.53**
Vendor: VEN32056 - THE COTTAGE GROVE PROFESSIONAL FIREFIGHTERS					
THE COTTAGE GROVE PROFES	13128	05/19/2022	INV024963	5/19/22 BIWEEKLY PAYROLL 4/25/22-5/8/22	500.00
				Vendor VEN32056 - THE COTTAGE GROVE PROFESSIONAL FIREFIGHTERS Total:	**500.00**
Vendor: VEN33682 - THE GRAPHIC EDGE, INC					
THE GRAPHIC EDGE, INC	216277	05/18/2022	1590831	HOCKEY CAMP SAMPLE SHIRT MOCK UP	12.99
THE GRAPHIC EDGE, INC	216361	05/25/2022	1588571	HIGHWAY 61 HOCKEY CAMP SHIRTS	2,740.79
THE GRAPHIC EDGE, INC	216361	05/25/2022	1592994	HIGHWAY 61 HOCKEY CAMP SHIRTS	12.99
				Vendor VEN33682 - THE GRAPHIC EDGE, INC Total:	**2,766.77**
Vendor: VEN35469 - THE SOUTH WASHINGTON WATERSHED DISTRICT					
THE SOUTH WASHINGTON W	216222	05/11/2022	22-003	PARKVIEW POINTE-EROSION & SEDIMENT INSPECTION	55.00
THE SOUTH WASHINGTON W	216222	05/11/2022	22-003	LANGDON HILLS-EROSION & SEDIMENT INSPECTION	68.75
THE SOUTH WASHINGTON W	216222	05/11/2022	22-003	HIGH POINTE 2ND-EROSION & SEDIMENT INSPECTION	55.00

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
THE SOUTH WASHINGTON W	216222	05/11/2022	22-003	ROLLING MEADOWS-EROSION & SEDIMENT INSPEC	165.00
THE SOUTH WASHINGTON W	216222	05/11/2022	22-003	NORTHWICK PARK 2ND-EROSION & SEDIMENT INSPECTION	41.25
THE SOUTH WASHINGTON W	216222	05/11/2022	22-003	CARDINAL RESERVE-EROSION & SEDIMENT INSPECTION	55.00
THE SOUTH WASHINGTON W	216222	05/11/2022	22-003	CALAROSA 5TH-EROSION & SEDIMENT INSPECTION	68.75
THE SOUTH WASHINGTON W	216222	05/11/2022	22-003	CALAROSA 6TH-EROSION & SEDIMENT INSPECTION	41.25
THE SOUTH WASHINGTON W	216222	05/11/2022	22-003	EASTBROOKE 2ND-EROSION & SEDIMENT INSPECTION	55.00
THE SOUTH WASHINGTON W	216222	05/11/2022	22-003	HINTON WOODS-EROSION & SEDIMENT INSPECTION	82.50
THE SOUTH WASHINGTON W	216222	05/11/2022	22-003	3M-EROSION & SEDIMENT INSPECTION	27.50
THE SOUTH WASHINGTON W	216222	05/11/2022	22-003	HAWTHORNE 1ST-EROSION & SEDIMENT INSPECTION	96.25
THE SOUTH WASHINGTON W	216222	05/11/2022	22-003	HIGH POINTE 1ST-EROSION & SEDIMENT INSPECTION	13.75
THE SOUTH WASHINGTON W	216222	05/11/2022	22-003	BAILEY WOODS-EROSION & SEDIMENT INSPECTION	27.50
THE SOUTH WASHINGTON W	216222	05/11/2022	22-003	EASTBROOKE 1ST-EROSION & SEDIMENT INSPECTION	13.75
THE SOUTH WASHINGTON W	216222	05/11/2022	22-003	NORTHWICK PARK 1ST-EROSION & SEDIMENT INSPECTION	27.50
THE SOUTH WASHINGTON W	216222	05/11/2022	22-003	EASTBROOKE 3RD-EROSION & SEDIMENT INSPECTION	27.50
				Vendor VEN35469 - THE SOUTH WASHINGTON WATERSHED DISTRICT Total:	**921.25**
Vendor: VEN35841 - THEISEN VENDING COMPANY INC					
THEISEN VENDING COMPANY	216278	05/18/2022	70739	COFFEE SUPPLIES-HERO CENTER	164.82
				Vendor VEN35841 - THEISEN VENDING COMPANY INC Total:	**164.82**
Vendor: VEN30281 - THOMSON REUTERS					
THOMSON REUTERS	216362	05/25/2022	846305641	APRIL INFORMATION CHARGE	184.35
				Vendor VEN30281 - THOMSON REUTERS Total:	**184.35**
Vendor: VEN35856 - TICA DESIGN CORPORATION					
TICA DESIGN CORPORATION	216363	05/25/2022	56950	PROSHOP MERCHANDISE	261.15
				Vendor VEN35856 - TICA DESIGN CORPORATION Total:	**261.15**
Vendor: VEN29205 - TOTAL MECHANICAL SERVICES, INC					
TOTAL MECHANICAL SERVICES	13129	05/19/2022	S3132	PITZER SECONDARY OIL FILTERS CHANGES-ICE ARENA	3,526.50
TOTAL MECHANICAL SERVICES	13196	05/26/2022	S3277	SAFETY FLOW SWITCH REPAIR -ICE ARENA	1,060.50
TOTAL MECHANICAL SERVICES	13196	05/26/2022	S3279	NORTH SNOW MELT PIT REPAIR-ICE ARENA	485.50
				Vendor VEN29205 - TOTAL MECHANICAL SERVICES, INC Total:	**5,072.50**
Vendor: VEN32058 - TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, INC					
TRANSUNION RISK AND ALTE	216279	05/18/2022	71701-202204-1	APRIL INFORMATION CHARGE	102.60
				Vendor VEN32058 - TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, INC Total:	**102.60**
Vendor: VEN20030 - TRIO SUPPLY COMPANY					
TRIO SUPPLY COMPANY	13084	05/16/2022	759684	RESTAURANT SUPPLIES	325.91
TRIO SUPPLY COMPANY	13197	05/26/2022	763083	RESTAURANT SUPPLIES	493.41
TRIO SUPPLY COMPANY	13197	05/26/2022	763808	RESTAURANT SUPPLIES	835.18
TRIO SUPPLY COMPANY	13197	05/26/2022	763833	RESTAURANT SUPPLIES	93.10
				Vendor VEN20030 - TRIO SUPPLY COMPANY Total:	**1,747.60**
Vendor: VEN20095 - TRI-STATE BOBCAT, INC.					
TRI-STATE BOBCAT, INC.	13130	05/19/2022	T20405	COUPLER - 8202/34218 & STOCK	121.38

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
TRI-STATE BOBCAT, INC.	13198	05/26/2022	N14461	T76 BOBCAT LOADER RENTAL CONTRACT 4/28/22-5/27/22	695.00
TRI-STATE BOBCAT, INC.	13198	05/26/2022	N14462	S76 BOBCAT LOADER RENTAL CONTRACT 4/28/22-5/27/22	525.00
TRI-STATE BOBCAT, INC.	13198	05/26/2022	T20872	GLASS DOOR & SEAL - 8206/34256	264.01
				Vendor VEN20095 - TRI-STATE BOBCAT, INC. Total:	**1,605.39**
Vendor: VEN20050 - TWIN CITY HARDWARE					
TWIN CITY HARDWARE	216364	05/25/2022	PSI2117198	CLOSER FOR DOOR-PUBLIC WORKS	89.92
				Vendor VEN20050 - TWIN CITY HARDWARE Total:	**89.92**
Vendor: VEN21000 - ULINE					
ULINE	13131	05/19/2022	147895654	RED ULINE UTILITY CART-EMS	163.56
				Vendor VEN21000 - ULINE Total:	**163.56**
Vendor: VEN32448 - US BANK					
US BANK	216365	05/25/2022	13204815	1ST QTR CUSTODY FEES	2,296.55
				Vendor VEN32448 - US BANK Total:	**2,296.55**
Vendor: VEN35435 - US FOODS, INC					
US FOODS, INC	13085	05/16/2022	3900655	FOOD/SUPPLIES FOR CLUBHOUSE	33.81
US FOODS, INC	13085	05/16/2022	3900655	FOOD/SUPPLIES FOR CLUBHOUSE	1,522.78
US FOODS, INC	13085	05/16/2022	3900655	FOOD/SUPPLIES FOR CLUBHOUSE	6.37
US FOODS, INC	13132	05/19/2022	4064557	FOOD/SUPPLIES FOR CLUBHOUSE & REC EVENT	793.44
US FOODS, INC	13132	05/19/2022	4064557	FOOD/SUPPLIES FOR CLUBHOUSE & REC EVENT	33.42
US FOODS, INC	13132	05/19/2022	4064557	FOOD/SUPPLIES FOR CLUBHOUSE & REC EVENT	286.12
US FOODS, INC	13199	05/26/2022	4147915	SUPPLIES FOR CLUBHOUSE	804.08
US FOODS, INC	13199	05/26/2022	4242720	FOOD FOR CLUBHOUSE	937.93
				Vendor VEN35435 - US FOODS, INC Total:	**4,417.95**
Vendor: VEN35692 - VAN METER INC					
VAN METER INC	216280	05/18/2022	S012102005.001	FLOURESCENT LAMPS - CITY HALL	220.38
				Vendor VEN35692 - VAN METER INC Total:	**220.38**
Vendor: VEN22353 - VERIZON WIRELESS					
VERIZON WIRELESS	13133	05/19/2022	9905233689	ADMIN DATA CARDS 3/29/22-4/28/22	35.01
VERIZON WIRELESS	13133	05/19/2022	9905233689	BUILDING DATA CARDS 3/29/22-4/28/22	280.07
VERIZON WIRELESS	13133	05/19/2022	9905233689	EMERGENCY MANAGEMENT DATA CARDS 3/29/22-4/28/22	50.35
VERIZON WIRELESS	13133	05/19/2022	9905233689	POLICE DATA CARDS 3/29/22-4/28/22	1,222.70
VERIZON WIRELESS	13133	05/19/2022	9905233689	FIRE DATA CARDS 3/29/22-4/28/22	160.04
VERIZON WIRELESS	13133	05/19/2022	9905233689	STREETS DATA CARDS 3/29/22 -4/28/22	525.43
VERIZON WIRELESS	13133	05/19/2022	9905233689	PW ADMIN DATA CARDS 3/29/22-4/28/22	35.01
VERIZON WIRELESS	13133	05/19/2022	9905233689	FORESTRY DATA CARDS 3/29/22-4/28/22	35.01
VERIZON WIRELESS	13133	05/19/2022	9905233689	PARKS DATA CARDS 3/29/22-4/28/22	576.23
VERIZON WIRELESS	13133	05/19/2022	9905233689	STORMWATER DATA CARDS 3/29/22-4/28/22	40.01
VERIZON WIRELESS	13133	05/19/2022	9905233689	CLUBHOUSE DATA CARDS 3/29/22-4/28/22	40.01

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
VERIZON WIRELESS	13133	05/19/2022	9905233689	WATER DATA CARDS 3/29/22-4/28/22	450.81
VERIZON WIRELESS	13133	05/19/2022	9905233689	SEWER DATA CARDS 3/29/22-4/28/22	55.62
VERIZON WIRELESS	13133	05/19/2022	9905233689	FIRE/EMS DATA CARDS 3/29/22-4/28/22	220.08
VERIZON WIRELESS	13133	05/19/2022	9905233689	FLEET DATA CARDS 3/29/22-4/28/22	10.30
VERIZON WIRELESS	13133	05/19/2022	9905233689	FACILITIES DATA CARDS 3/29/22-4/28/22	45.31
VERIZON WIRELESS	13133	05/19/2022	9905233689	IT DATA CARDS 3/29/22-4/28/22	120.03
VERIZON WIRELESS	13200	05/26/2022	9905721527	EMERGENCY PREP PHONES 4/5/22-5/4/22	63.74
				Vendor VEN22353 - VERIZON WIRELESS Total:	**3,965.76**
Vendor: VEN34861 - VERMILLION ELEVATOR INC					
VERMILLION ELEVATOR INC	216224	05/11/2022	243044	FERTILIZER	2,072.00
VERMILLION ELEVATOR INC	216224	05/11/2022	243044	FERTILIZER	1,940.00
				Vendor VEN34861 - VERMILLION ELEVATOR INC Total:	**4,012.00**
Vendor: VEN22338 - VERSATILE VEHICLES, INC.					
VERSATILE VEHICLES, INC.	216225	05/11/2022	76736	CLUTCH DRIVE 4 CYCLE-RIVER OAKS	757.43
				Vendor VEN22338 - VERSATILE VEHICLES, INC. Total:	**757.43**
Vendor: VEN33358 - VERTIV SERVICES, INC.					
VERTIV SERVICES, INC.	216226	05/11/2022	104843	Vertiv Main UPS Battery Replacement	9,606.94
				Vendor VEN33358 - VERTIV SERVICES, INC. Total:	**9,606.94**
Vendor: VEN22342 - VISU-SEWER CLEAN & SEAL INC					
VISU-SEWER CLEAN & SEAL IN	216366	05/25/2022	33825	CCTV STORM SEWER-E PT DOUGLAS & JAMAICA PROJEC	312.00
				Vendor VEN22342 - VISU-SEWER CLEAN & SEAL INC Total:	**312.00**
Vendor: VEN35366 - VWGOLF, INC					
VWGOLF, INC	13086	05/16/2022	62053	PROSHOP MERCHANDISE	568.62
				Vendor VEN35366 - VWGOLF, INC Total:	**568.62**
Vendor: VEN35853 - WADE YOUNG					
WADE YOUNG	216227	05/11/2022	20220511	REFUND UB ACCT# 800039764 - 7365 MEADOW	3,811.44
				Vendor VEN35853 - WADE YOUNG Total:	**3,811.44**
Vendor: VEN35784 - WAGGLE GOLF					
WAGGLE GOLF	216281	05/18/2022	6528	PROSHOP MERCHANDISE	1,286.00
				Vendor VEN35784 - WAGGLE GOLF Total:	**1,286.00**
Vendor: VEN35854 - WALKER ROOFING COMPANY					
WALKER ROOFING COMPANY	216282	05/18/2022	20220518	REFUND PERMIT# 2022-016482 - 11171 73RD ST S	204.00
				Vendor VEN35854 - WALKER ROOFING COMPANY Total:	**204.00**
Vendor: VEN30004 - WASHINGTON COUNTY ATTORNEY'S OFFICE					
WASHINGTON COUNTY ATTO	13137	05/19/2022	20220518-1	CASE# CG21001538 FILE# CF-2021-21 FORFEITURE FUNDS	38.00
WASHINGTON COUNTY ATTO	13137	05/19/2022	20220518-2	CASE# CG19017169 FILE# CF-2019-151 FORFEITURE FUND	28.00
WASHINGTON COUNTY ATTO	13137	05/19/2022	20220518-3	CASE# CG20018351 FILE# CF-2020-57 FORFEITURE FUNDS	5.80
WASHINGTON COUNTY ATTO	13137	05/19/2022	20220518-4	CASE# CG21024756 FILE# CF-2022-8 FORFEITURE FUNDS	298.53
WASHINGTON COUNTY ATTO	13137	05/19/2022	20220518-5	CASE# CG2104223 FILE# CF-2021-36 FORFEITURE FUNDS	137.00
				Vendor VEN30004 - WASHINGTON COUNTY ATTORNEY'S OFFICE Total:	**507.33**

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN23139 - WASHINGTON COUNTY PUBLIC HEALTH & ENVIRONMENT DEPT					
WASHINGTON COUNTY PUBLI	13138	05/19/2022	202204	APRIL ENVIRONMENTAL CHARGE	154.97
				Vendor VEN23139 - WASHINGTON COUNTY PUBLIC HEALTH & ENVIRONMENT DEPT Total:	**154.97**
Vendor: VEN23148 - WASHINGTON COUNTY					
WASHINGTON COUNTY	13136	05/19/2022	201154	2022 TRUTH IN TAXATION	3,246.14
WASHINGTON COUNTY	13136	05/19/2022	201232	2022 TIF ADMIN FEES-TIF DISTRICT-99	220.00
WASHINGTON COUNTY	13136	05/19/2022	201232	2022 TIF ADMIN FEES-TIF DISTRICT-89	260.00
WASHINGTON COUNTY	13136	05/19/2022	201232	2022 TIF ADMIN FEES-TIF DISTRICT-88	240.00
WASHINGTON COUNTY	13136	05/19/2022	201232	2022 TIF ADMIN FEES-TIF DISTRICT 69	660.00
WASHINGTON COUNTY	13136	05/19/2022	201232	2022 TIF ADMIN FEES-TIF DISTRICT-90	220.00
WASHINGTON COUNTY	13136	05/19/2022	201232	2022 TIF ADMIN FEES-TIF DISTRICT-97	205.00
				Vendor VEN23148 - WASHINGTON COUNTY Total:	**5,051.14**
Vendor: VEN23157 - WASHINGTON COUNTY					
WASHINGTON COUNTY	13135	05/19/2022	P589928	DOCUMENT RECORDING	184.00
				Vendor VEN23157 - WASHINGTON COUNTY Total:	**184.00**
Vendor: VEN34963 - WASTE MANAGEMENT OF MINNESOTA INC					
WASTE MANAGEMENT OF MI	216283	05/18/2022	8713085-2282-4	COMPOST DUMPSTER SVC 5/1/22-5/31/22	443.68
				Vendor VEN34963 - WASTE MANAGEMENT OF MINNESOTA INC Total:	**443.68**
Vendor: VEN23256 - WATER CONSERVATION SERVICE, INC.					
WATER CONSERVATION SERVI	13139	05/19/2022	12313	LEAK LOCATE - 8410 FOOTHILL RD S	308.78
				Vendor VEN23256 - WATER CONSERVATION SERVICE, INC. Total:	**308.78**
Vendor: VEN34857 - WATERTRONICS LLC					
WATERTRONICS LLC	216228	05/11/2022	SINV049433	GASKETS-RIVER OAKS	180.42
WATERTRONICS LLC	216367	05/25/2022	SINV049624	TRANSDUCER-RIVER OAKS	199.02
				Vendor VEN34857 - WATERTRONICS LLC Total:	**379.44**
Vendor: VEN29141 - WATSON COMPANY INC.					
WATSON COMPANY INC.	13087	05/16/2022	124819	SNACKS FOR CLUBHOUSE	317.02
WATSON COMPANY INC.	13201	05/26/2022	125030	SNACKS FOR BASEBALL TOURNAMENT	457.20
				Vendor VEN29141 - WATSON COMPANY INC. Total:	**774.22**
Vendor: VEN23122 - WEATHER WATCH INC					
WEATHER WATCH INC	13202	05/26/2022	11970	WEATHER SERVICE - MAY 202	220.00
				Vendor VEN23122 - WEATHER WATCH INC Total:	**220.00**
Vendor: VEN35666 - WEX INC					
WEX INC	216284	05/18/2022	80747093	FUEL PURCHASES 4/7/22-5/6/22	21.48
WEX INC	216284	05/18/2022	80747093	FUEL PURCHASES REBATE CREDIT 4/7/22-5/6/22	-0.23
				Vendor VEN35666 - WEX INC Total:	**21.25**
Vendor: VEN35827 - WILSON'S NURSERY LLC					
WILSON'S NURSERY LLC	216285	05/18/2022	21151	YELLOWWOOD TREE-BIKE PARK	429.00
WILSON'S NURSERY LLC	216285	05/18/2022	21152	BIKE PARK TREE'S	820.00
WILSON'S NURSERY LLC	216285	05/18/2022	21152	BIKE PARK TREE'S	1,005.00
WILSON'S NURSERY LLC	216285	05/18/2022	21152	BIKE PARK TREE'S	895.00
WILSON'S NURSERY LLC	216285	05/18/2022	21152	BIKE PARK TREE'S	855.00
				Vendor VEN35827 - WILSON'S NURSERY LLC Total:	**4,004.00**

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN31705 - WISCONSIN SCTF					
WISCONSIN SCTF	216286	05/18/2022	INV024966	5/19/22 BIWEEKLY PAYROLL 4/25/22-5/8/22	669.22
				Vendor VEN31705 - WISCONSIN SCTF Total:	**669.22**
Vendor: VEN30736 - WOLD ARCHITECTS AND ENGINEERS, INC					
WOLD ARCHITECTS AND ENGI	216287	05/18/2022	78799	GLACIAL VALLEY PARK BLDG SCHEMATIC DESIGN	15,767.25
				Vendor VEN30736 - WOLD ARCHITECTS AND ENGINEERS, INC Total:	**15,767.25**
Vendor: VEN24065 - XCEL ENERGY					
XCEL ENERGY	216288	05/18/2022	778222103	XCEL STREET LIGHTS 4/3/22-5/2/22	7,644.08
XCEL ENERGY	216288	05/18/2022	778763331	7751 70TH ST S FEEDPOINT 4/5/22-5/4/22	75.41
XCEL ENERGY	216368	05/25/2022	778774859	RAVINE PKWY LIGHTS 4/6/22-5/5/22	154.53
XCEL ENERGY	216288	05/18/2022	778774965	PSCH ELECTRICITY & GAS 4/6/22-5/5/22	8,859.25
XCEL ENERGY	216288	05/18/2022	778849766	TRAFFIC SIGNALS 4/6/22-5/5/22	811.16
XCEL ENERGY	216288	05/18/2022	778857396	80TH/JAMAICA LIGHTS 4/6/22-5/5/22	1,071.18
XCEL ENERGY	216368	05/25/2022	778897432	6044 IDEN AVE S FEEDPOINT 4/6/22-5/5/22	20.29
XCEL ENERGY	216288	05/18/2022	778914048	8503A JENSEN AVE S FEEDPOINT 4/6/22-5/5/22	99.88
XCEL ENERGY	216368	05/25/2022	778914084	6459 JENSEN AVE S FEEDPOINT 4/6/22-5/5/22	54.27
XCEL ENERGY	216368	05/25/2022	778917204	7863 JEFFERY AVE S FEEDPOINT 4/6/22-5/5/22	11.86
XCEL ENERGY	216368	05/25/2022	778924990	OAKWOOD PARK 4/6/22-5/5/22	15.40
XCEL ENERGY	216288	05/18/2022	778938328	6384 HIGHLAND HILLS CURVE FEEDPOINT 4/6/22-5/5/22	10.17
XCEL ENERGY	216368	05/25/2022	778951462	HERO CENTER GAS 4/6/22-5/5/22	2,233.07
XCEL ENERGY	216288	05/18/2022	779608915	PRO SHOP 4/12/22-5/11/22	493.03
XCEL ENERGY	216288	05/18/2022	779608915	PUMPHOUSE 4/12/22-5/11/2	1,355.51
XCEL ENERGY	216288	05/18/2022	779608915	MAINT BLDG 4/12/22-5/11/2	194.00
XCEL ENERGY	216288	05/18/2022	779608915	CLUBHOUSE 4/12/22-5/11/22	1,920.10
XCEL ENERGY	216368	05/25/2022	779620353	LIFT STATION 4/11/22-5/10/2	175.13
XCEL ENERGY	216368	05/25/2022	779652951	SOUTHPOINT 4/12/22-5/11/2	127.76
XCEL ENERGY	216368	05/25/2022	779674058	SEWER LIFT STATION 4/12/22-5/11/22	38.34
XCEL ENERGY	216368	05/25/2022	779692278	8311 60TH ST S UNIT ST LIGHTS 4/12/22-5/11/22	66.92
XCEL ENERGY	216368	05/25/2022	779705136	9750 65TH ST S FEEDPOINT 4/12/22-5/11/22	60.87
XCEL ENERGY	216368	05/25/2022	779706081	6497 INSPIRE CIR S FEEDPOINT 4/14/22-5/11/22	15.25
XCEL ENERGY	216368	05/25/2022	779711505	EASTBROOK HOA 4/12/22-5/11/22	12.89
XCEL ENERGY	216368	05/25/2022	779713761	8031 80TH ST S FEEDPOINT 4/12/22-5/11/22	140.92
XCEL ENERGY	216368	05/25/2022	779714392	9200 GRANADA AVE S FEEDPOINT 4/12/22-5/11/22	34.89
XCEL ENERGY	216368	05/25/2022	779718220	6527 GENEVIEVE TRL FEEDPOINT 4/12/22-5/11/22	24.28
XCEL ENERGY	216368	05/25/2022	779724391	HERO CENTER ELEC 4/12/22-5/11/22	6,494.25
XCEL ENERGY	216368	05/25/2022	779735742	6424 HARKNESS AVE S FEEDPOINT 4/12/22-5/11/22	43.54
XCEL ENERGY	216368	05/25/2022	779742238	8193 GRANGE BLVD UNIT SIREN 4/12/22-5/11/22	19.29

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
XCEL ENERGY	216368	05/25/2022	779742951	6490 IDSEN AVE S FEEDPOINT 4/12/22-5/11/22	98.24
XCEL ENERGY	216368	05/25/2022	779744680	8500 95TH ST S UNIT TRAFFIC SIGNAL 4/12/22-5/11/22	72.03
XCEL ENERGY	216368	05/25/2022	779746525	7064 W PT DOUGLAS RD S FEEDPOINT 4/12/22-5/11/22	10.17
XCEL ENERGY	216368	05/25/2022	779752219	SETTLERS BLUFF LS/10294A GREYSTONE 4/12-5/11/22	21.60
XCEL ENERGY	216368	05/25/2022	779753925	ICE ARENA 3/14/22-4/29/22	1,611.01
XCEL ENERGY	216368	05/25/2022	779753954	WATER 4/11/22-5/10/22	29,701.78
XCEL ENERGY	216368	05/25/2022	779756830	PINE COULEE LIGHTS 4/12/22 -5/11/22	72.61
XCEL ENERGY	216368	05/25/2022	779863612	CENTRAL FIRE 4/12/22-5/11/22	3,570.71
XCEL ENERGY	216368	05/25/2022	779988397	GLENDENNING 4/14/22-5/13/22	20.23
XCEL ENERGY	216368	05/25/2022	780199794	ICE ARENA 4/12/22-5/11/22	10,802.73
				Vendor VEN24065 - XCEL ENERGY Total:	**78,258.63**
Vendor: VEN32213 - YOLEISY VALDES-GONZALES					
YOLEISY VALDES-GONZALES	13203	05/26/2022	30532	SPRING CLEANUP & DISPOSAL - CENTRAL FIRE	173.00
YOLEISY VALDES-GONZALES	13203	05/26/2022	30541	SPRING CLEANUP & DISPOSAL - CITY HALL	409.00
				Vendor VEN32213 - YOLEISY VALDES-GONZALES Total:	**582.00**
Vendor: VEN26002 - ZARNOTH BRUSH WORKS INC					
ZARNOTH BRUSH WORKS INC	13088	05/16/2022	189024-IN	BROOM - STOCK ITEM	626.05
				Vendor VEN26002 - ZARNOTH BRUSH WORKS INC Total:	**626.05**
Vendor: VEN26201 - ZIEGLER INC.					
ZIEGLER INC.	13140	05/19/2022	IN000516474	PIN - 8207/34281	165.57
				Vendor VEN26201 - ZIEGLER INC. Total:	**165.57**
Vendor: VEN26003 - ZYWIEC'S LANDSCAPE AND GARDEN CENTER					
ZYWIEC'S LANDSCAPE AND G	216371	05/25/2022	20220503	DEER OFF SPRAY-RIVER OAKS	23.50
				Vendor VEN26003 - ZYWIEC'S LANDSCAPE AND GARDEN CENTER Total:	**23.50**
				Grand Total:	**2,333,769.75**

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	328,633.70
215 - RECYCLING	443.68
230 - SURFACE WATER MANAGEMENT	12,878.63
235 - SEALCOATING FUND	24,145.00
240 - FORFEITURE & SEIZURE	2,012.36
250 - ICE ARENA	25,624.01
255 - GOLF COURSE SPECIAL REVENUE FUND	94,954.70
285 - ECONOMIC DEVELOPMENT AUTHORITY	5,405.79
286 - ECONOMIC DEVELOPMENT TRUST	10,123.20
290 - HERO CENTER OPERATIONS	16,049.30
320 - TAX INCREMENT - UP NORTH	220.00
455 - 3M SETTLEMENT - MPCA	378.25
500 - COMPLETED CONSTRUCTION	312.00
510 - FUTURE PROJECTS	45,321.86
515 - PARK CAPITAL IMPROVEMENT FUND	4,506.19
520 - MSA CONSTRUCTION	25,388.00
528 - TIF 1-16	260.00
529 - TIF 1-15	240.00
534 - TIF 1-12	660.00
535 - TIF 1-20 NORTHPOINT	2,069.75
540 - TIF 1-17 Dominium	220.00
542 - TIF 1-18	205.00
560 - PAVEMENT MANAGEMENT	1,558.50
568 - DEVELOPER PETITIONED PROJECTS	2,786.00
570 - PARK TRUST	185,469.02
575 - WATER CONNECT/AREA	109,002.18
580 - SEWER CONNECTION/AREA	35,494.00
585 - STORM CONNECTION/AREA	175,950.25
610 - WATER OPERATING	53,599.41
620 - SEWER OPERATING	320,805.58
630 - STREET LIGHTS	16,628.46
660 - SOUTH WASHINTON COUNTY AMBUL	17,306.96
700 - SELF INSURANCE	380,616.54
710 - FLEET MAINTENANCE	70,830.24
720 - INFORMATION TECHNOLOGY	27,904.18
800 - INVESTMENTS	2,296.55
810 - DEVELOPER LETTER OF CREDIT	62,121.25
990 - PAYROLL FUND	271,349.21
Grand Total:	**2,333,769.75**

Account Summary

Account Number	Account Name	Payment Amount
100-00-9100-2034	COBRA INSURANCE	4,274.77
100-01-0010-4200	OFFICE SUPPLIES	44.00
100-01-0010-4210	OP SUPPLY-OTHER	6.00
100-01-0010-4300	PROF SERVICES	6,500.00
100-02-0110-4210	OP SUPPLY-OTHER	20.00
100-02-0110-4300	PROF SERVICES	250.00
100-02-0110-4310	COMMUNICATION	35.01
100-02-0110-4341	ADVER/PUBLISH	39.95
100-03-0150-4302	LEGAL SERVICE	18,983.50
100-04-0200-4300	PROF SERVICES	522.33
100-04-0200-4302	LEGAL SERVICE	10,080.00
100-05-0300-4300	PROF SERVICES	10,746.14
100-08-0395-4340	PRINTING	7,759.37
100-08-0395-4434	SPECIAL EVENTS	198.00
100-09-2500-4272	OP SUP-BUILDINGS	803.40

Account Summary

Account Number	Account Name	Payment Amount
100-09-2500-4305	FEES FOR SERVICE	601.35
100-09-2500-4360	UTILITIES	8,859.25
100-09-2500-4370	MAINT-REPAIR/EQ	293.95
100-09-2500-4372	MAINT-REPAIR/BLD	5,085.33
100-09-2500-4380	RENTAL/LEASE	558.22
100-09-2500-4405	CLEAN/WASTE REMV	4,172.45
100-10-1100-4300	PROF SERVICES	22,023.82
100-10-1100-4305	FEES FOR SERVICE	184.00
100-10-1100-4341	ADVER/PUBLISH	167.79
100-13-1000-2041	SURCHARGE PAYABL	10,342.88
100-13-1000-3140	BUILDING PERMIT	554.00
100-13-1000-4120	SAL-P.T./TEMP	75.00
100-13-1000-4300	PROF SERVICES	12,180.78
100-13-1000-4310	COMMUNICATION	280.07
100-13-1030-4300	PROF SERVICES	1,563.12
100-14-2040-4301	ENGINEERING SVS	13,436.00
100-15-0400-4210	OP SUPPLY-OTHER	449.50
100-15-0400-4310	COMMUNICATION	114.09
100-15-0400-4360	UTILITIES	19.29
100-15-0400-4370	MAINT-REPAIR/EQ	190.00
100-21-0500-4210	OP SUPPLY-OTHER	322.43
100-21-0500-4217	CLOTHING/UNIFORM	2,850.00
100-21-0500-4300	PROF SERVICES	1,174.00
100-21-0500-4305	FEES FOR SERVICE	286.95
100-21-0500-4310	COMMUNICATION	1,222.70
100-21-0500-4370	MAINT-REPAIR/EQ	1,335.01
100-21-0500-4380	RENTAL/LEASE	188.90
100-21-0500-4401	DUES & SUBS	20.00
100-21-0500-4403	TRAVEL/TRAIN/CON	3,097.47
100-21-0500-4449	OTHER CONTRACT	450.00
100-21-0532-4210	OP SUPPLY-OTHER	33.98
100-21-0537-4300	PROF SERVICES	255.55
100-21-0537-4305	FEES FOR SERVICE	105.00
100-23-0450-4217	CLOTHING/UNIFORM	450.94
100-26-0800-4210	OP SUPPLY-OTHER	350.96
100-26-0800-4217	CLOTHING/UNIFORM	629.12
100-26-0800-4272	OP SUP-BUILDINGS	501.92
100-26-0800-4305	FEES FOR SERVICE	254.50
100-26-0800-4310	COMMUNICATION	447.53
100-26-0800-4360	UTILITIES	3,930.86
100-26-0800-4370	MAINT-REPAIR/EQ	985.80
100-26-0800-4372	MAINT-REPAIR/BLD	6,941.71
100-26-0800-4403	TRAVEL/TRAIN/CON	986.95
100-26-0800-4405	CLEAN/WASTE REMV	951.77
100-31-1200-4210	OP SUPPLY-OTHER	3,986.50
100-31-1200-4216	FERTILIZER/CHEM	4,012.00
100-31-1200-4217	CLOTHING/UNIFORM	18.39
100-31-1200-4300	PROF SERVICES	191.18
100-31-1200-4305	FEES FOR SERVICE	20,025.50
100-31-1200-4310	COMMUNICATION	525.43
100-31-1200-4380	RENTAL/LEASE	8,285.00
100-31-1200-4403	TRAVEL/TRAIN/CON	391.16
100-31-1200-4405	CLEAN/WASTE REMV	211.66
100-31-1214-4405	CLEAN/WASTE REMV	7,358.00
100-32-1260-4210	OP SUPPLY-OTHER	2,904.00
100-32-1260-4300	PROF SERVICES	220.88
100-34-1290-4210	OP SUPPLY-OTHER	8,630.00
100-35-2005-4210	OP SUPPLY-OTHER	716.49

Account Summary

Account Number	Account Name	Payment Amount
100-35-2005-4272	OP SUP-BUILDINGS	89.92
100-35-2005-4305	FEES FOR SERVICE	466.21
100-35-2005-4310	COMMUNICATION	35.01
100-35-2005-4372	MAINT-REPAIR/BLD	7,122.84
100-35-2005-4380	RENTAL/LEASE	602.87
100-35-2005-4405	CLEAN/WASTE REMV	996.01
100-35-2009-4360	UTILITIES	20.23
100-36-2200-4210	OP SUPPLY-OTHER	2,010.00
100-36-2200-4300	PROF SERVICES	45.00
100-36-2200-4310	COMMUNICATION	35.01
100-36-2200-4403	TRAVEL/TRAIN/CON	83.07
100-36-2200-4449	OTHER CONTRACT	50,108.00
100-41-1500-4210	OP SUPPLY-OTHER	5,417.46
100-41-1500-4217	CLOTHING/UNIFORM	239.92
100-41-1500-4271	OP SUP-OTHER IMP	975.86
100-41-1500-4272	OP SUP-BUILDINGS	1,164.65
100-41-1500-4300	PROF SERVICES	370.00
100-41-1500-4310	COMMUNICATION	578.74
100-41-1500-4360	UTILITIES	556.14
100-41-1500-4370	MAINT-REPAIR/EQ	2,500.00
100-41-1500-4371	MAINT-REPAIR/OTH	19,450.00
100-41-1500-4372	MAINT-REPAIR/BLD	1,179.50
100-41-1500-4380	RENTAL/LEASE	3,435.00
100-41-1500-4405	CLEAN/WASTE REMV	1,004.63
100-51-2300-4210	OP SUPPLY-OTHER	1,401.61
100-51-2300-4300	PROF SERVICES	180.00
100-51-2300-4310	COMMUNICATION	93.54
100-51-2300-4434	SPECIAL EVENTS	558.24
100-51-2300-4436	CONCESSION RESAL	1,250.64
215-54-1900-4405	CLEAN/WASTE REMV	443.68
230-60-3200-4210	OP SUPPLY-OTHER	1,005.62
230-60-3200-4301	ENGINEERING SVS	11,833.00
230-60-3200-4310	COMMUNICATION	40.01
235-00-1217-4301	ENGINEERING SVS	24,145.00
240-21-0552-4302	LEGAL SERVICE	901.36
240-21-0552-4449	OTHER CONTRACT	100.00
240-21-0554-4390	VICTIM/WITNESS	253.67
240-21-0554-4391	COUNTY DEFENDENT	507.33
240-21-0554-4449	OTHER CONTRACT	250.00
250-77-3700-4210	OP SUPPLY-OTHER	2,848.17
250-77-3700-4211	MOTOR FUELS	504.74
250-77-3700-4300	PROF SERVICES	45.00
250-77-3700-4302	LEGAL SERVICE	320.00
250-77-3700-4310	COMMUNICATION	211.72
250-77-3700-4360	UTILITIES	12,413.74
250-77-3700-4370	MAINT-REPAIR/EQ	6,577.91
250-77-3700-4372	MAINT-REPAIR/BLD	1,850.00
250-77-3700-4401	DUES & SUBS	285.00
250-77-3700-4405	CLEAN/WASTE REMV	66.78
250-77-3700-4434	SPECIAL EVENTS	213.44
250-77-3740-4438	CONCESSIONS RESALE	287.51
255-53-2100-4210	OP SUPPLY-OTHER	122.88
255-53-2100-4217	CLOTHING/UNIFORM	1,451.42
255-53-2100-4300	PROF SERVICES	270.00
255-53-2100-4305	FEES FOR SERVICE	4,629.56
255-53-2100-4310	COMMUNICATION	956.91
255-53-2100-4341	ADVER/PUBLISH	3,302.81
255-53-2100-4360	UTILITIES	807.81

Account Summary

Account Number	Account Name	Payment Amount
255-53-2100-4372	MAINT-REPAIR/BLD	640.19
255-53-2100-4380	RENTAL/LEASE	7,401.88
255-53-2100-4401	DUES & SUBS	180.00
255-53-2100-4405	CLEAN/WASTE REMV	91.54
255-53-2100-4438	PRO/MISC RESALE	11,593.09
255-55-2105-4210	OP SUPPLY-OTHER	1,240.94
255-55-2105-4211	MOTOR FUELS	3,475.87
255-55-2105-4216	FERTILIZER/CHEM	9,077.85
255-55-2105-4270	OP SUP-VEH/EQ	980.24
255-55-2105-4271	OP SUP-OTHER IMP	379.44
255-55-2105-4300	PROF SERVICES	225.00
255-55-2105-4305	FEES FOR SERVICE	1,463.26
255-55-2105-4310	COMMUNICATION	253.41
255-55-2105-4372	MAINT-REPAIR/BLD	473.50
255-55-2105-4380	RENTAL/LEASE	120.00
255-55-2105-4405	CLEAN/WASTE REMV	225.00
255-55-2110-4360	UTILITIES	1,754.41
255-56-2140-4210	OP SUPPLY-OTHER	3,717.53
255-56-2140-4217	CLOTHING/UNIFORM	1,451.42
255-56-2140-4300	PROF SERVICES	315.00
255-56-2140-4305	FEES FOR SERVICE	608.30
255-56-2140-4360	UTILITIES	3,048.77
255-56-2140-4372	MAINT-REPAIR/BLD	4,992.07
255-56-2140-4380	RENTAL/LEASE	1,004.83
255-56-2140-4405	CLEAN/WASTE REMV	183.08
255-56-2140-4436	CONCESSION RESAL	10,170.45
255-56-2140-4438	PRO/MISC RESALE	1,168.00
255-56-2140-4439	LIQUOR - RESALE	4,178.24
255-56-2140-4530	MACH & EQUIPMENT	13,000.00
285-12-1135-4300	PROF SERVICES	19.26
285-12-1135-4301	ENGINEERING SVS	2,425.00
285-12-1135-4302	LEGAL SERVICE	1,220.12
285-12-1135-4403	TRAVEL/TRAIN/CON	1,099.06
285-12-1135-4434	SPECIAL EVENTS	32.18
285-12-1150-4210	OP SUPPLY-OTHER	610.17
286-12-9286-4301	ENGINEERING SVS	10,123.20
290-00-2900-4210	OP SUPPLY-OTHER	280.81
290-00-2900-4305	FEES FOR SERVICE	403.47
290-00-2900-4310	COMMUNICATION	155.39
290-00-2900-4360	UTILITIES	8,727.32
290-00-2900-4372	MAINT-REPAIR/BLD	4,001.83
290-00-2900-4380	RENTAL/LEASE	324.83
290-00-2900-4405	CLEAN/WASTE REMV	1,990.83
290-00-2900-4438	PRO/MISC RESALE	164.82
320-00-9320-4300	PROF SERVICES	220.00
455-00-7232-4552	PROJECT-LEGAL	244.00
455-00-7243-4552	PROJECT-LEGAL	134.25
500-00-9500-4301	ENGINEERING SVS	312.00
510-00-6489-4210	OP SUPPLY-OTHER	4,004.00
510-00-6574-4551	PROJECT-ENGINEER	32,412.36
510-00-6574-4552	PROJECT-LEGAL	672.00
510-00-9510-4301	ENGINEERING	8,233.50
515-00-9515-4302	LEGAL SERVICE	128.00
515-00-9515-4305	FEES FOR SERVICE	4,378.19
520-00-6552-4551	PROJECT-ENGINEER	24,692.00
520-00-6552-4552	PROJECT-LEGAL	696.00
528-00-9528-4300	PROF SERVICES	260.00
529-00-9529-4300	PROF SERVICES	240.00

Account Summary

Account Number	Account Name	Payment Amount
534-00-9534-4300	PROF SERVICES	660.00
535-00-9535-4302	LEGAL SERVICE	2,069.75
540-00-9540-4300	PROF SERVICES	220.00
542-00-9542-4300	PROF SERVICES	205.00
560-00-6541-4551	PROJECT-ENGINEER	1,558.50
568-00-6629-4551	PROJECT-ENGINEER	2,786.00
570-00-9570-4300	PROF SERVICES	15,767.25
570-00-9570-4341	ADVER/PUBLISH	216.20
570-00-9570-4550	PROJECT-CONTRACT	93,459.57
570-00-9570-4551	PROJECT-ENGINEER	76,026.00
575-00-7220-4559	PROJECT-OTHER	1,627.18
575-00-7250-4380	RENTAL/LEASE	43,200.00
575-00-7250-4559	PROJECT-OTHER	1,125.00
575-00-7252-4380	RENTAL/LEASE	60,800.00
575-00-7252-4559	PROJECT-OTHER	2,250.00
580-00-7246-4550	PROJECT-CONTRACT	12,863.00
580-00-7246-4551	PROJECT-ENGINEER	4,722.00
580-00-9580-4301	ENGINEERING SVS	17,909.00
585-00-7249-4550	PROJECT-CONTRACT	129,394.75
585-00-9585-4301	ENGINEERING SVS	46,555.50
610-70-3000-4210	OP SUPPLY-OTHER	146.09
610-70-3000-4216	FERTILIZER/CHEM	2,198.51
610-70-3000-4217	CLOTHING/UNIFORM	244.99
610-70-3000-4271	OP SUP-OTHER IMP	3,072.47
610-70-3000-4300	PROF SERVICES	3,820.60
610-70-3000-4305	FEES FOR SERVICE	460.88
610-70-3000-4310	COMMUNICATION	659.52
610-70-3000-4341	ADVER/PUBLISH	93.06
610-70-3000-4360	UTILITIES	29,701.78
610-70-3000-4371	MAINT-REPAIR/OTH	4,309.74
610-70-3000-4372	MAINT-REPAIR/BLD	990.00
610-70-3000-4380	RENTAL/LEASE	7,590.00
610-70-3000-4403	TRAVEL/TRAIN/CON	46.00
610-70-3000-4405	CLEAN/WASTE REMV	211.66
610-71-3060-4200	OFFICE SUPPLIES	54.11
620-00-9620-1191	A/R-UTILITY	3,811.44
620-00-9620-2042	SAC	111,825.00
620-80-3100-3739	MISC UTIL	-1,118.25
620-80-3100-4210	OP SUPPLY-OTHER	1,480.04
620-80-3100-4300	PROF SERVICES	3,750.00
620-80-3100-4310	COMMUNICATION	55.62
620-80-3100-4360	UTILITIES	235.07
620-80-3100-4363	MWCC SERVICE	200,287.56
620-80-3100-4559	PROJECT-OTHER	425.00
620-81-3160-4200	OFFICE SUPPLIES	54.10
630-75-1400-4210	OP SUPPLY-OTHER	142.73
630-75-1400-4271	OP SUP-OTHER IMP	288.21
630-75-1400-4301	ENGINEERING SVS	959.00
630-75-1400-4305	FEES FOR SERVICE	793.40
630-75-1400-4360	UTILITIES	779.85
630-75-1400-4361	NSP STREET LIGHT	7,644.08
630-75-1400-4371	MAINT-REPAIR/OTH	3,784.53
630-75-1430-4360	UTILITIES	883.19
630-75-1440-4360	UTILITIES	1,071.18
630-75-1450-4360	UTILITIES	282.29
660-24-0330-4305	FEES FOR SERVICE	5,516.00
660-24-0600-4210	OP SUPPLY-OTHER	4,782.70
660-24-0600-4217	CLOTHING/UNIFORM	106.86

Account Summary

Account Number	Account Name	Payment Amount
660-24-0600-4300	PROF SERVICES	5,677.00
660-24-0600-4310	COMMUNICATION	220.08
660-24-0600-4403	TRAVEL/TRAIN/CON	200.00
660-24-9660-1194	ACCTS REC-AMB	804.32
700-00-9700-4144	HEALTH INSURANCE	3,222.45
700-00-9700-4148	WORKERS COMP	218,027.00
700-00-9700-4210	OP SUPPLY-OTHER	40.85
700-00-9700-4300	PROF SERVICES	28,660.49
700-00-9700-4352	GENERAL LIABILIT	79,602.00
700-00-9700-4733	CLAIM-NONCITY PR	1,960.00
700-00-9700-4734	AUTO CLAIMS	14,495.65
700-00-9700-4737	MEDICAL DEDUCTIBLE	34,608.10
710-33-1700-4210	OP SUPPLY-OTHER	248.85
710-33-1700-4212	LUB/ADD	1,026.00
710-33-1700-4217	CLOTHING/UNIFORM	131.19
710-33-1700-4231	SMALL TOOLS	319.04
710-33-1700-4270	OP SUP-VEH/EQ	21,248.29
710-33-1700-4300	PROF SERVICES	70.60
710-33-1700-4305	FEES FOR SERVICE	107.21
710-33-1700-4310	COMMUNICATION	10.30
710-33-1700-4370	MAINT-REPAIR/EQ	28,564.66
710-33-1700-4403	TRAVEL/TRAIN/CON	719.93
710-33-1700-4405	CLEAN/WASTE REMV	211.66
710-33-1710-4211	MOTOR FUELS	16,141.46
710-33-1720-4310	COMMUNICATION	45.31
710-33-1720-4370	MAINT-REPAIR/EQ	1,985.74
720-07-0380-4210	OP SUPPLY-OTHER	1,852.46
720-07-0380-4280	CAPITAL OUTLAY <$5,00	2,340.00
720-07-0380-4310	COMMUNICATION	2,539.75
720-07-0380-4321	DATA PROCESSING	1,749.03
720-07-0380-4370	MAINT-REPAIR/EQ	10,368.94
720-07-0383-4301	ENGINEERING SVS	9,054.00
800-00-9800-3810	INVEST INTEREST	2,296.55
810-00-9810-2310	DEPOSITS PAYABLE	62,121.25
990-05-9990-2010	PERA	114,672.96
990-05-9990-2032	GROUP INS-WTHHLD	117,534.66
990-05-9990-2033	DENTAL INS-WITH	9,321.91
990-05-9990-2035	LIFE INS-WITHHLD	402.26
990-05-9990-2037	CHILD SUPPORT	723.66
990-05-9990-2038	UNION DUES	500.00
990-05-9990-2043	DEFERRED COMP	28,193.76
	Grand Total:	**2,333,769.75**

Project Account Summary

Project Account Key		Payment Amount
None		2,333,769.75
	Grand Total:	**2,333,769.75**

PAYROLL CHECK REGISTER

Biweekly payroll dated 05/05/2022- $374,777.29

Mayor Council payroll dated 05/05/2022- $1,803.06

PT Fire payroll dated 05/13/22- $29,287.51

Biweekly payroll dated 05/19/22- $420,650.92

City Council Action Request

10A

Meeting Date	6/1/2022
Department	Public Works
Agenda Category	Bid Awards
Title	Goodview Ravine Stabilization
Staff Recommendation	1. Adopt Resolution 2022-100 awarding the Goodview Ravine Stabilization project to Pember Companies, Inc. for the bid amount of $282,685.50. 2. Approve the Cooperative Agreement between the City of Cottage Grove and Washington County for Maintenance of Stormwater Outlet in the Southwest Quadrant of CSAH 22 and Goodview Avenue South. 3. Approve the Cooperative Agreement between the City of Cottage Grove and Washington County for Construction Cost of County State Aid Highway (CSAH) 22 Drainage Improvements.
Budget Implication	Total Cost = $330,685 (SWWD CCIP - $163,000; Washington County - $31,860; City Stormwater Utility Funds - $135,825)

Attachments

Goodview Ravine CC Memo.tif	9.16MB
Goodview Ravine Bid Award Letter.tif	2.9MB
Goodview Ravine Bid Tabs.tif	2.42MB
Goodview Ravine Agreement-Maintenance.tif	20.87MB
Goodview Ravine Agreement-Cost.tif	31.9MB
Goodview Ravine Resolution.tif	678.6KB

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

From: Joe Fox, PE, Project Engineer

Date: May 25, 2022

Re: Goodview Ravine Stabilization – Award Bid and Approve Cooperative Agreements with County for Construction Costs and Maintenance Costs

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Background

In the summer of 2021, a resident from the west side of Goodview Avenue called the City to report significant erosion in the ravine that runs through his backyard. The ravine receives storm-water runoff from 70th Street and the surrounding area during storms but is normally dry. A stormwater pipe routes water to the ravine, which runs southwest from the 70th Street and Goodview Avenue intersection down to the Highway 61 right-of-way. An inspection showed that the ravine had caused deep ruts and scour holes; in one area the scour is up to 10-12 feet deep. Based on the extent of the erosion, the City determined that the ravine required stabilization to address these issues.

The construction plans lay out the stabilization work for the approximately 750-foot long ravine. The project includes installation of 360 feet of storm sewer in order to convey water down a steep slope. Downstream of the new storm sewer, the ravine channel will be lined with rock to prevent erosion. The project includes removing trees and brush in and along the ravine. The disturbed area along the ravine will be replanted with native grasses.

Discussion

Bids were opened on Thursday, May 26, 2022. The bids came in higher than the engineer's estimate. The low bid was received from Pember Companies, Inc. in the amount of $282,685.50. The engineer's estimate, as reported in previous City Council memos regarding this project, is $222,550. However, the total project budget includes a contingency of 25%, which brings the total estimated construction cost up to $278,000. A contingency of 25% is large compared to other types of projects. This large contingency was included for several reasons. First, ravine stabilization project costs are hard to estimate because each project is so unique. Second, general construction costs are changing rapidly due to inflation – especially for concrete and fuel. Savings could be seen for line items such as for rip rap and restoration as quantities for these items often come in lower in actuality than as estimated. The project award recommendation letter and the tabulation of bids are attached.

County Cooperative Agreements

Two cooperative agreements with Washington County lay out the cost sharing arrangements for construction costs and for on-going maintenance. County Road 22 (70th Street) right-of-way makes up 19% of the area that drains to the Goodview Avenue ravine; city right-of-way and

residential property make up the remaining 81%. The costs for construction and maintenance will be shared between city and county based on those percentages.

Project Costs

Estimated costs for construction, engineering design, and construction observation have been adjusted to account for the bid prices (see chart below). The project will receive funding from three sources. Approximately half of the cost will be covered by a Coordinated Capital Improvement Program (CCIP) grant from the South Washington Watershed District (SWWD). The city and Washington County will split the remaining costs based on the percent of the drainage area that each owns. The area that drains to this ravine consists of 19% county right-of-way and 81% city right-of-way and residential property.

	Maximum CCIP Grant	Approximate City Cost	Approximate County Cost	Approximate Total Project Cost
Goodview Ravine Stabilization	$163,000	$135,825	$31,860	$330,685.50

Recommendation

It is recommended that the City Council:

1. Adopt a resolution awarding the Goodview Ravine Stabilization project to Pember Companies, Inc. for the bid amount of $282,685.50.

2. Approve the Cooperative Agreement between the City of Cottage Grove and Washington County for Maintenance of Stormwater Outlet in the Southwest Quadrant of CSAH 22 and Goodview Avenue South.

3. Approve the Cooperative Agreement between the City of Cottage Grove and Washington County for Construction Cost of County State Aid Highway (CSAH) 22 Drainage Improvements.

Building a Better World
for All of Us®

May 26, 2022

RE: City of Cottage Grove
Goodview Avenue Ravine Stabilization
SEH No. COTTG 162976

Honorable Mayor & City Council
City of Cottage Grove
12800 Ravine Parkway South
Cottage Grove, MN 55016

Dear Mayor & City Council Members:

On Thursday, May 26 at 10:00 am, five bids were received for the above-referenced project. The bids ranged from a high of $326,345.00 to a low of $282,685.50. The low bid received was submitted by Pember Companies, Inc., of Menomonie, WI in the amount of $282,685.50.

Pember Companies, Inc.	$282,685.50
Sunram Construction, Inc.	$285,726.00
Northdale Construction Company	$302,391.17
Kevitt Companies	$317,600.50
Urban Companies	$326,345.00
Engineer's Estimate	$278,000.00

In reliance on our experience with Pember Companies, Inc. and/or materials and information provided by the contractor, we have determined that they have a sufficient understanding of the project and equipment to perform the construction for which it bid. SEH makes no representation or warranty as to the actual financial viability of the contractor or its ability to complete its work.

Accordingly, we recommend the project be awarded to Pember Companies, Inc. in the amount of $282,685.50, which compares favorably with the engineer's estimate shown above which includes a $55,450 contingency established during the design of the project to account for foreseen increasing material and labor costs.

Sincerely,

Brad Swanson

Brad Swanson
Project Manager

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TABULATION OF BIDS

Goodview Avenue Ravine Stabilization **City of Cottage Grove** **SEH No.: COTTG 162976** **Bid Date: Thursday, May 26 at 10:00 am**				Engineer's Estimate $278,000.00		Pember Companies, Inc. N4449 469th St Menomonie, WI 54751 $282,685.50		Sunram Construction, Inc. 20010 75th Ave N Corcoran, MN 55340 $285,726.00	
Item No.	**Item**	**Unit**	**Est. Quantity**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**
1	Mobilization	LS	1	$13,802.00	$13,802.00	$26,935.00	$26,935.00	$33,700.00	$33,700.00
2	Rock Construction Entrance	EACH	1	20,000.00	20,000.00	2,000.00	2,000.00	4,475.00	4,475.00
3	Clear and Grubbing	ACRE	1	13,000.00	13,000.00	22,000.00	22,000.00	10,500.00	10,500.00
4	Clearing	TREE	35	500.00	17,500.00	320.00	11,200.00	315.00	11,025.00
5	Grubbing	TREE	35	250.00	8,750.00	320.00	11,200.00	105.00	3,675.00
6	Connect To Existing Storm Sewer	EACH	1	2,500.00	2,500.00	1,500.00	1,500.00	13,125.00	13,125.00
7	Catch Basin Manhole Des 48-4020	EACH	4	7,000.00	28,000.00	6,150.00	24,600.00	8,050.00	32,200.00
8	24" RCP Storm Sewer CL III	LF	333	130.00	43,290.00	155.00	51,615.00	172.00	57,276.00
9	Salvage And Install Existing 24" RCP Apron	EACH	1	2,000.00	2,000.00	1,165.00	1,165.00	2,475.00	2,475.00
10	Rock Excavation	CY	50	100.00	5,000.00	80.00	4,000.00	365.00	18,250.00
11	Common Excavation	CY	630	20.00	12,600.00	26.00	16,380.00	33.00	20,790.00
12	Geotextile Fabric (Type IV)	SY	880	5.00	4,400.00	3.60	3,168.00	3.00	2,640.00
13	Class III Rip Rap	TON	573	96.00	55,008.00	100.00	57,300.00	80.00	45,840.00
14	Gabion Basket (3' H x 3' W)	CY	40	600.00	24,000.00	395.00	15,800.00	360.00	14,400.00
15	Permanent Rip Rap Check Dam (Class IV)	TON	25	90.00	2,250.00	140.00	3,500.00	80.00	2,000.00
16	Erosion Control Blanket Category 0	SY	600	3.00	1,800.00	1.55	930.00	1.55	930.00
17	Bale Erosion Barriers	LF	25	20.00	500.00	8.50	212.50	9.00	225.00
18	Hydro Seeding (Type 25-141)	SY	8000	2.00	16,000.00	3.05	24,400.00	0.90	7,200.00
19	Silt Fence Preassembled	LF	1000	4.00	4,000.00	2.70	2,700.00	2.75	2,750.00
20	Temporary Rock Ditch Check (Erosion Control During	EACH	1	2,000.00	2,000.00	340.00	340.00	650.00	650.00
21	Sediment Control Logs	LF	400	4.00	1,600.00	4.35	1,740.00	4.00	1,600.00
TOTAL BID PRICE					**$278,000.00**		**$282,685.50**		**$285,726.00**

TABULATION OF BIDS

Goodview Avenue Ravine Stabilization **City of Cottage Grove** **SEH No.: COTTG 162976** **Bid Date: Thursday, May 26 at 10:00 am**				Northdale Construction Company 9760 71st St NE Albertville, MN 55301 $302,391.17		Kevitt Companies 3335 Pennsylvania Ave N Crystal, MN 55427 $317,600.50		Urban Companies 3781 Labore Rd St Paul, MN 55110 $326,345.00	
Item No.	**Item**	**Unit**	**Est. Quantity**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**
1	Mobilization	LS	1	$28,760.00	$28,760.00	$33,500.00	$33,500.00	$15,000.00	$15,000.00
2	Rock Construction Entrance	EACH	1	2,604.17	2,604.17	9,860.00	9,860.00	2,500.00	2,500.00
3	Clear and Grubbing	ACRE	1	10,500.00	10,500.00	5,420.00	5,420.00	10,000.00	10,000.00
4	Clearing	TREE	35	315.00	11,025.00	525.00	18,375.00	400.00	14,000.00
5	Grubbing	TREE	35	105.00	3,675.00	140.00	4,900.00	350.00	12,250.00
6	Connect To Existing Storm Sewer	EACH	1	12,500.00	12,500.00	3,900.00	3,900.00	3,000.00	3,000.00
7	Catch Basin Manhole Des 48-4020	EACH	4	7,663.65	30,654.60	11,080.00	44,320.00	12,000.00	48,000.00
8	24" RCP Storm Sewer CL III	LF	333	151.14	50,329.62	163.00	54,279.00	225.00	74,925.00
9	Salvage And Install Existing 24" RCP Apron	EACH	1	1,310.42	1,310.42	3,380.00	3,380.00	2,500.00	2,500.00
10	Rock Excavation	CY	50	312.50	15,625.00	130.00	6,500.00	225.00	11,250.00
11	Common Excavation	CY	630	41.67	26,252.10	56.70	35,721.00	32.00	20,160.00
12	Geotextile Fabric (Type IV)	SY	880	7.36	6,476.80	3.80	3,344.00	4.00	3,520.00
13	Class III Rip Rap	TON	573	102.52	58,743.96	98.00	56,154.00	105.00	60,165.00
14	Gabion Basket (3' H x 3' W)	CY	40	549.00	21,960.00	370.00	14,800.00	350.00	14,000.00
15	Permanent Rip Rap Check Dam (Class IV)	TON	25	114.10	2,852.50	145.00	3,625.00	150.00	3,750.00
16	Erosion Control Blanket Category 0	SY	600	1.52	912.00	1.70	1,020.00	3.00	1,800.00
17	Bale Erosion Barriers	LF	25	8.40	210.00	9.50	237.50	25.00	625.00
18	Hydro Seeding (Type 25-141)	SY	8000	0.89	7,120.00	1.05	8,400.00	2.50	20,000.00
19	Silt Fence Preassembled	LF	1000	2.63	2,630.00	4.40	4,400.00	4.00	4,000.00
20	Temporary Rock Ditch Check (Erosion Control During	EACH	1	6,250.00	6,250.00	3,185.00	3,185.00	2,500.00	2,500.00
21	Sediment Control Logs	LF	400	5.00	2,000.00	5.70	2,280.00	6.00	2,400.00
TOTAL BID PRICE					**$302,391.17**		**$317,600.50**		**$326,345.00**

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COOPERATIVE AGREEMENT BETWEEN THE CITY OF COTTAGE GROVE AND WASHINGTON COUNTY FOR MAINTENANCE OF STORMWATER OUTLET IN THE SOUTHWEST QUADRANT OF CSAH 22 AND GOODVIEW AVENUE SOUTH

WASHINGTON COUNTY	
CONTRACT NO.	14774
DEPT.	PUBLIC WORKS
DIVISION	TRANSPORTATION
TERM	PERPETUAL

THIS AGREEMENT, by and between the City of Cottage Grove, a municipal corporation, herein after referred to as the "City", and Washington County, a political subdivision of the State of Minnesota, hereinafter referred to as the "County".

WITNESSETH:

WHEREAS, the City intends to construct and maintain a stormwater outlet in the southwest corner of CSAH 22 and Goodview Avenue South in the City of Cottage Grove; and

WHEREAS, a cooperative effort between the City and County is the appropriate method to facilitate the maintenance of these drainage improvements; and

WHEREAS, this Agreement is made pursuant to statutory authority contained in Minnesota Statute 162.17 sub.1 and Minnesota Statute 471.59.

NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

A. PURPOSE

The purpose of this Agreement is set forth in the above whereas clauses which are all incorporated by reference as if fully set forth herein and shall consist of this Agreement, Exhibit A (Location Map).

B. MAINTENANCE/OWNERSHIP

1. Upon completion of this project the City shall own and maintain the following under this project:
   a. Storm sewer within the City's right-of-way and drainage and utility easement as identified in Exhibit A.
   b. Engineered rip rap stormwater channel as identified in Exhibit A.

2. Upon completion of this project the County shall own and maintain the following under this project:
   a. The County shall own and maintain the storm sewer trunk line and catch basin and leads on its County right-of-way as identified in Exhibit A.

3. The City shall own and maintain the rip rap stormwater channel and storm sewer outlet repaired under this project identified in B1.a and B1.b. Major maintenance shall be performed by the City with reimbursement from the County based on storm water contributing flows at the time of maintenance. No less than one years' notice shall be provided to the County prior to commencing any major maintenance. At the time of the initial repairs, contributing flows were calculated at 81% City and 19% County and are shown in Exhibit A. These contributing flows shall be recalculated at the time major maintenance occurs if CSAH 22 is expanded.

4. All maintenance required to be performed by this Agreement by the Parties shall be performed in a manner which shall be at the sole discretion of the party so obligated.

5. The City and County will follow work zone traffic control procedures required in the Minnesota Manual of Uniform Traffic Control Devices for all maintenance activities.

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6. The County and City will notify each other at least 24 hours in advance of any maintenance activities requiring a lane closure for work within the other party's right-of-way.

7. The County will control all parking and other regulations on County roads, subject to any previous Agreements between the City and the County.

C. CIVIL RIGHTS AND NON-DISCRIMINATION

The provisions of Minn. Stat. 181.59 and of any applicable ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set further herein, and shall be part of any Agreement entered into by the parties with any contractor subcontractor, or material suppliers.

D. WORKERS COMPENSATION

It is hereby understood and agreed that any and all employees of the City and all other persons employed by the City in the performance of construction and/or construction engineering work or services required or provided for under this Agreement shall not be considered employees of the County and that any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said City employees while so engaged on any of the construction and/or construction engineering work or services to be rendered herein shall in no way be the obligation or responsibility of the County.

It is hereby understood and agreed that any and all employees of the County and all other persons employed by the County in the performance of construction and/or construction engineering work or services required or provided for under this Agreement shall not be considered employees of the City and that any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said County employees while so engaged on any of the construction and/or construction engineering work or services to be rendered herein shall in no way be the obligation or responsibility of the City.

E. INDEMNIFICATION

1. The City agrees that it will defend, indemnify and hold harmless the County against any and all liability, loss, damages, costs and expenses which the County may hereafter sustain, incur or be required to pay by reason of any negligent act by the City, its agents, officers or employees during the performance of this Agreement.

2. The County agrees that it will defend, indemnify and hold harmless the City against any and all liability, loss, damages, costs and expenses which the City may hereafter sustain, incur or be required to pay by reason of any negligent act by the County, its agents, officers or employees during the performance of this Agreement.

3. To the fullest extent permitted by law, actions by the parties to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a.(b). The parties to this Agreement are not liable for the acts or omissions of another party to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other parties as provided for in Section 471.59, subd. 1a.

4. Each party's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 and other applicable law. The parties agree that liability under this Agreement is controlled by Minnesota Statute 471.59, subdivision 1a. and that the total liability for the parties shall not exceed the limits on governmental liability for a single unit of government as specified in 466.04, subdivision 1(a).

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F. CONDITIONS

The City shall not assess or otherwise recover any portion of its cost for this project through special assessment of County-owned property.

G. DATA PRACTICES

All data collected, created, received, maintained, disseminated, or used for any purposes in the course of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes 1984, Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy.

H. TERM

This Agreement shall remain in full force and effect until terminated by mutual Agreement of the parties.

I. COUNTERPARTS

This Agreement may be executed in counterparts.

J. SEVERABILITY

If any provision or provisions of this Agreement are held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected.

IN TESTIMONY WHEREOF the parties have duly executed this Agreement by their duly authorized officers.

WASHINGTON COUNTY

Chair Date
Board of Commissioners

Kevin Corbid Date
County Administrator

Approved as to form:

Jessica L. Oertel 5/25/2022
Assistant County Attorney Date

CITY OF COTTAGE GROVE

Mayor Date

City Administrator Date

Approved as to form:

City Attorney Date

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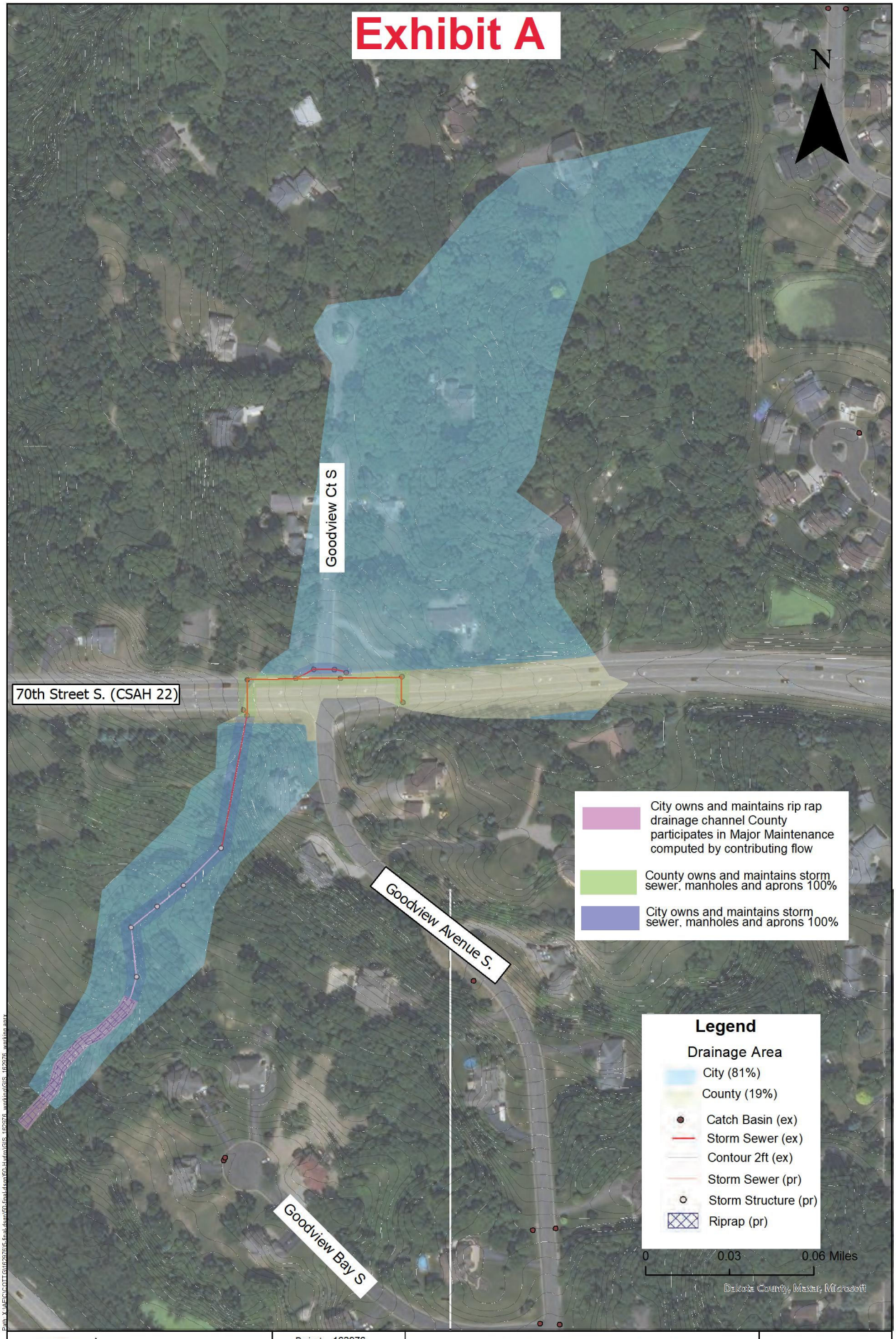
Exhibit A



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www.sehinc.com

Project: 162976
Print Date: 4/14/2022
Map by: ebye
Projection:
Source:

Goodview Avenue Ravine Stabilization Project
Cottage Grove, MN

Project Area Map

This map is neither a legally recorded map nor a survey map and is not intended to be used as one. This map is a compilation of records, information, and data gathered from various sources listed on this map and is to be used for reference purposes only. SEH does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and SEH does not represent that the GIS Data can be used for navigational, tracking, or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. The user of this map acknowledges that SEH shall not be liable for any damages which arise out of the user's access or use of data provided.

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COOPERATIVE AGREEMENT BETWEEN THE CITY OF COTTAGE GROVE AND WASHINGTON COUNTY FOR CONSTRUCTION COST OF COUNTY STATE AID HIGHWAY (CSAH) 22 DRAINAGE IMPROVEMENTS

WASHINGTON COUNTY	
CONTRACT NO.	14775
DEPT.	PUBLIC WORKS
DIVISION	TRANSPORTATION
TERM	SIGNATURE – END OF PROJECT

THIS AGREEMENT, by and between the City of Cottage Grove, a municipal corporation, herein after referred to as the "City", and Washington County, a political subdivision of the State of Minnesota, hereinafter referred to as the "County."

WITNESSETH:

WHEREAS, the City intends to construct drainage repairs in the southwest quadrant of County State Aid Highway (CSAH) 22 and Goodview Avenue South; and

WHEREAS, items included in the Project require County cost participation per contributing drainage area, 81% City and 19% County; and

WHEREAS, the City desires to use local funds for these improvements; and

WHEREAS, the County desires to use local funds for these improvements; and

WHEREAS, a cooperative effort between the City and County is the appropriate method to facilitate the construction of these improvements; and

WHEREAS, this Agreement is made pursuant to statutory authority contained in Minnesota Statute 162.17 sub.1 and Minnesota Statute 471.59.

NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

A. PURPOSE

The purpose of this Agreement is set forth in the above whereas clauses which are all incorporated by reference as if fully set forth herein and shall consist of this Agreement, Exhibit A (Location Map) and Exhibit B (Estimated Cost Splits).

B. PLANS AND SPECIFICATION PREPARATION

1. The City shall be responsible for the preparation of all the plans and specifications for the Project, including but not limited to, compliance with all applicable standards and policies and obtaining all approvals required in formulating the bid specifications for all County and City components of this Project.

C. RIGHT OF WAY AND EASEMENTS

1. The City shall acquire all permanent rights of way, permanent easements, and temporary slope easements, which will be acquired in the name of the City.
2. Any rights of way, permanent easements, and temporary slope easements that cannot be obtained through negotiation will be acquired by the City through eminent domain proceedings.

D. ADVERTISEMENT AND AWARD OF CONTRACT

After plans and specifications have been approved by the County, all permits and approvals obtained, and acquisition of necessary rights-of-way and easements, the City shall advertise for construction bids. The City

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shall obtain bid concurrence from the County prior to awarding the contract to the lowest responsible bidder. The County shall provide bid concurrence within 5 business days after bid opening and may not be unreasonably conditioned, withheld, or delayed.

E. CONSTRUCTION ADMINISTRATION, OBSERVATION, AND TESTING

The City shall be responsible for the construction administration, inspection, and for the observation and testing for all construction items.

F. COST PARTICIPATION ITEMS AND ESTIMATED COSTS

The County hereby agrees to be bound to the cost determined based on contributing stormwater flow, 81% City and 19% County as shown in Exhibit C. The City was successful in obtaining the Coordinated Capital Improvement Program (CCIP) grant from the South Washington Watershed District that will participate in up to 50% of project costs including construction, design engineering and construction administration costs. The County's cost participation is set forth in Table 1 and is broken down into three categories which are: 1) Construction; 2) Design Engineering; 3) Construction Engineering/Contract Administration.

1. Construction
   Construction costs shall be the cost to construct the Project. The City has prepared a statement of estimated quantities and cost splits hereto attached as Exhibit B. The County shall pay to the City its share of the total cost as shown in Exhibit B and set forth in Table 1. After the City has awarded the construction contract, Exhibit B will be updated to reflect the actual contractor's unit prices.

2. Design Engineering
   Design engineering costs shall be professional design engineering services, project coordination, preparation of plans and specification, stakeholder engagement, geotechnical studies, and other administrative functions necessary for the Project. Based on the County's share of the construction cost, the County shall pay the prorated cost of design engineering for the entire Project as set forth in Table 1. After the City has awarded the construction contract, Exhibit B will be updated to reflect the actual design engineering cost.

3. Construction Engineering/Contract Administration
   Construction engineering/contract administration costs shall be construction observation, construction testing, construction administration, staking, conducting and recording the pre-bid, pre-construction and weekly construction meetings, reviewing monthly pay estimates, labor compliance, and other administrative functions necessary for the Project. Construction engineering/contract administration is based on the contributing stormwater flow. The City shall pay 81% of the project and the County shall pay 19% of the project construction engineering/contract administration as set forth in Table 1. After the City has awarded the construction contract, Exhibit B will be updated to reflect the estimated construction engineering/contract administration cost.

TABLE 1 – ESTIMATED COSTS
City of Cottage Grove Cost Summary

ITEM	TOTAL COST	CCIP GRANT PARTICIPATION	CITY SHARE (81%)	COUNTY SHARE (19%)
Construction	$222,550.00	$111,275.00	$90,132.75	$21,142.25
Construction Contingency	$ 55,450.00	$27,725.00	$22,457.25	$5,267.75
Design Engineering	$ 22,400.00	$11,200.00	$9,072.00	$2,128.00
Construction Engineering/Contract Administration	$ 25,600.00	$12,800.00	$10,368.00	$2,432.00
TOTAL ESTIMATED COST	**$326,000.00**	**$ 163,000.00**	**$ 132,030.00**	**$ 30,970.00**

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4. The costs and shares attributable to the County and payable to the City as shown in Table 1 are merely estimated and a final reconciliation of costs as set forth in Section G below shall be done at the end of the Project. Actual City costs and shares are based on the following:
    a. Construction shall be based on the contractor's unit prices and final quantities at Project completion including all contract changes.
    b. Design engineering shall be based on the contractor's unit prices at the time of contract award.
    c. Construction engineering/contract administration shall be based on the contractor's unit prices and final quantities at Project completion including all contract changes and liquidated damages.

G. PAYMENT

1. Construction and Construction Engineering/Contract Administration
    a. After the City has awarded the construction contract, the City shall update Exhibit B to conform the Exhibit to the amounts in the awarded bid and shall invoice the County 10 percent of the City's estimated construction and construction engineering/contract administration cost based on the updated Exhibit B.
    b. During construction, the City shall submit to the County partial estimates of work performed by the contractor. The County shall pay to the City its share of the partial estimate as determined in Section F.
    c. Upon substantial completion of the work the City shall submit to the County a final invoice and final reconciliation of costs. The reconciliation will add or subtract contract amendments to the County's Project components, adjustments for liquidated damages pursuant to Section I., and previous Project cost payments made by the County to the City.
2. The costs set forth in Table 1 for design engineering shall be separate line items on the invoice and paid by the County on a reimbursable basis.
3. In the event that the County paid more in advance than the actual cost of the County's portion of the Project, the City shall refund without interest the amount to the County.
4. The County shall pay 100 percent of an invoice amount within thirty (30) days of receipt.

H. CONTRACT CHANGES

Any modifications or additions to the final approved plans and/or specifications of the Project shall be made part of the construction contract through a written amendment to the construction contract, but only after concurrence by the County Engineer, and the cost for such changes shall be appropriated as set forth in Section F. of this Agreement. County concurrence shall be received upon request and may not be unreasonably conditioned, withheld, or delayed.

I. LIQUIDATED DAMAGES

Any liquidated damages assessed to the contractor in connection with the work performed on the Project shall be used to adjust the project completion costs thus adjusting the County's construction engineering/contract administration costs as stated in F.6.c. No adjustment to construction costs will be made to the County's portion of the Project in the event of liquidated damages.

J. CONDITIONS

The City shall not assess or otherwise recover any portion of its cost for this Project through special assessment of County-owned property.

K. CIVIL RIGHTS AND NON-DISCRIMINATION

The provisions of Minn. Stat. 181.59 and of any applicable ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set further herein, and shall be part of

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any Agreement entered into by the parties with any contractor subcontractor, or material suppliers.

L. WORKERS COMPENSATION

It is hereby understood and agreed that any and all employees of the City and all other persons employed by the City in the performance of construction and/or construction engineering work or services required or provided for under this Agreement shall not be considered employees of the County and that any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said City employees while so engaged on any of the construction and/or construction engineering work or services to be rendered herein shall in no way be the obligation or responsibility of the County.

It is hereby understood and agreed that any and all employees of the County and all other persons employed by the County in the performance of construction and/or construction engineering work or services required or provided for under this Agreement shall not be considered employees of the City and that any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said County employees while so engaged on any of the construction and/or construction engineering work or services to be rendered herein shall in no way be the obligation or responsibility of the City.

M. INDEMNIFICATION

1. The City agrees that it will defend, indemnify and hold harmless the County against any and all liability, loss, damages, costs and expenses which the County may hereafter sustain, incur or be required to pay by reason of any negligent act by the City, its agents, officers or employees during the performance of this Agreement.
2. The County agrees that it will defend, indemnify and hold harmless the City against any and all liability, loss, damages, costs and expenses which the City may hereafter sustain, incur or be required to pay by reason of any negligent act by the County, its agents, officers or employees during the performance of this Agreement.
3. To the fullest extent permitted by law, actions by the parties to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a.(b). The parties to this Agreement are not liable for the acts or omissions of another party to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other parties as provided for in Section 471.59, subd. 1a.
4. Each party's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 and other applicable law. The parties agree that liability under this Agreement is controlled by Minnesota Statute 471.59, subdivision 1a. and that the total liability for the parties shall not exceed the limits on governmental liability for a single unit of government as specified in 466.04, subdivision 1(a).

N. DATA PRACTICES

All data collected, created, received, maintained, disseminated, or used for any purposes in the course of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes 1984, Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy.

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O. TERM

This Agreement shall remain in full force and effect until terminated by mutual Agreement of the parties.

P. COUNTERPARTS

This Agreement may be executed in counterparts.

Q. SEVERABILITY

If any provision or provisions of this Agreement are held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected.

IN TESTIMONY WHEREOF the parties have duly executed this Agreement by their duly authorized officers.

WASHINGTON COUNTY

Chair Date
Board of Commissioners

Kevin Corbid Date
County Administrator

Approved as to form:

Jessica L. Oertel 5/25/2022

Assistant County Attorney Date

CITY OF COTTAGE GROVE

Mayor Date

City Clerk Date

Approved as to form:

City Attorney Date

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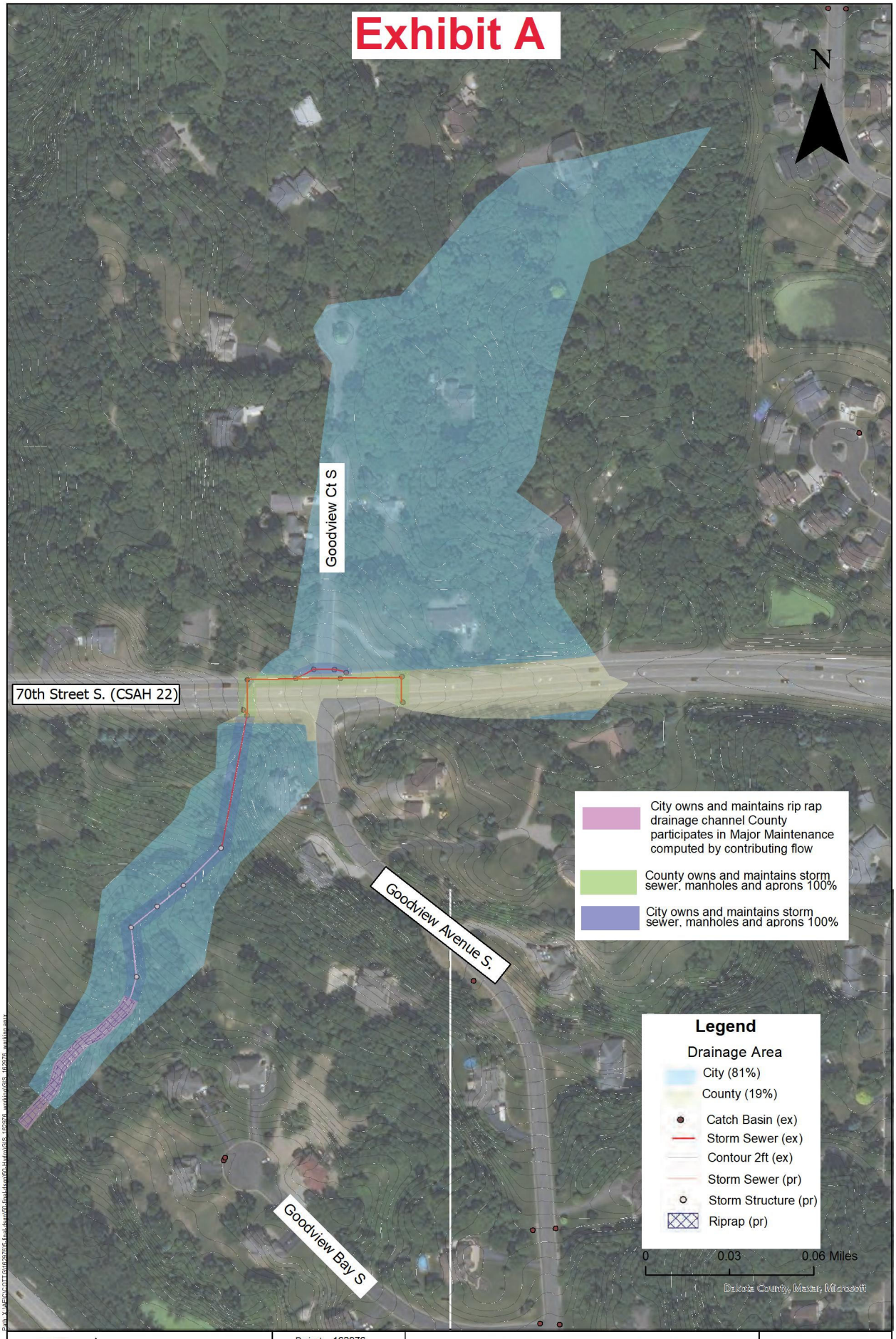
Exhibit A



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www.sehinc.com

Project: 162976
Print Date: 4/14/2022
Map by: ebye
Projection:
Source:

Goodview Avenue Ravine Stabilization Project
Cottage Grove, MN

Project Area Map

This map is neither a legally recorded map nor a survey map and is not intended to be used as one. This map is a compilation of records, information, and data gathered from various sources listed on this map and is to be used for reference purposes only. SEH does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and SEH does not represent that the GIS Data can be used for navigational, tracking, or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. The user of this map acknowledges that SEH shall not be liable for any damages which arise out of the user's access or use of data provided.

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Exhibit B

COTTAGE GROVE, MINNESOTA
GOODVIEW AVE RAVINE STORM SEWER
OPINION OF PROBABLE COST
SEH NO. - COTTG 162976
04/25/22

LINE NO.	ITEM	UNIT	UNIT COST	TOTAL	
				ESTIMATED QUANTITY	ESTIMATED COST
1	Mobilization	LS	$10,000.00	1	$10,000.00
2	Rock Construction Entrance	EACH	$10,000.00	1	$10,000.00
3	Clear and Grubbing	ACRE	$10,000.00	1	$10,000.00
4	Clearing	TREE	$500.00	19	$9,500.00
5	Grubbing	TREE	$250.00	19	$4,750.00
6	Connect To Existing Storm Sewer	EACH	$2,000.00	1	$2,000.00
7	Catch Basin Manhole Des 48-4020	EACH	$6,000.00	4	$24,000.00
8	24" RCP Storm Sewer CL III	LF	$100.00	333	$33,300.00
9	Salvage And Install Existing 24" RCP Apron W/Trashguard	EACH	$2,000.00	1	$2,000.00
10	Rock Excavation	CY	$100.00	50	$5,000.00
11	Common Excavation	CY	$20.00	630	$12,600.00
12	Geotextile Fabric (Type IV)	SY	$5.00	748	$3,740.00
13	Class III Rip Rap	TON	$96.00	552	$52,992.00
14	Gabion Basket (3' H x 3' W)	CY	$600.00	40	$24,000.00
15	Permanent Rip Rap Check Dam (Class IV)	TON	$90.00	20	$1,800.00
16	Erosion Control Blanket Category 0	SY	$3.00	500	$1,500.00
17	Bale Erosion Barriers	LF	$20.00	25	$500.00
18	Hydro Seeding (Type 25-141)	SY	$2.00	4,884	$9,768.00
19	Silt Fence Preassembled	LF	$4.00	700	$2,800.00
20	Temporary Rock Ditch Check (Erosion Control During Construction)	EACH	$1,500.00	1	$1,500.00
21	Sediment Control Logs	LF	$4.00	200	$800.00
	Project Estimate				**$222,550.00**

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2022-100

RESOLUTION AWARDING THE BID FOR THE GOODVIEW RAVINE STABILIZATION PROJECT TO PEMBER COMPANIES, INC. IN THE TOTAL AMOUNT OF $282,685.50

WHEREAS, plans and specifications for the Goodview Ravine Stabilization Project were completed according to City standards; and

WHEREAS, bids were requested to provide the necessary work; and

WHEREAS, five firms submitted bids; and

WHEREAS, it appears that Pember Companies, Inc. is the lowest responsible bid; and

WHEREAS, it is the recommendation of the Public Works Director/City Engineer that the bid be awarded to Pember Companies, Inc. in the total amount of $282,685.50

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, the bid for the Goodview Ravine Stabilization Project is awarded to Pember Companies, Inc. for the total amount of $282,685.50

Passed this 1st day of June, 2022.

_____
Myron Bailey, Mayor

Attest:

_____
Tamara Anderson, City Clerk

City Council Action Request

Cottage Grove
Where Pride and Prosperity Meet

10B

Meeting Date	6/1/2022
Department	Public Works
Agenda Category	Bid Awards
Title	South District Street & Utility Improvements Project - Bid Award
Staff Recommendation	Adopt Resolution 2022-101 awarding the bid for the South District Street & Utility Improvements Project to Northern Lines Contracting in the total amount of $6,774,652.86.
Budget Implication	$6,774,652.86 - Assessments, Areas Funds, and EDA Funds
Attachments	Bid Award South District Street & Utilities Letter.tif 2.52MB Bid Award South District Street & Utilities Bid Tabs.tif 6.86MB Bid Award South District Street & Utilities Resolution.tif 68.35KB

Stantec Consulting Services Inc.
733 Marquette Avenue Suite 1000, Minneapolis MN 55402-2309

May 26, 2022

Honorable Mayor and City Council
City of Cottage Grove
12800 Ravine Parkway
Cottage Grove, MN 55016

Re: South District Street & Utility Improvements
Stantec Project No. 193805569
Bid Results

Dear Honorable Mayor and City Council:

Bids were received for the Project stated above on May 26, 2022. Transmitted herewith is a copy of the Bid Tabulation for your information and file. Copies will also be distributed to each Bidder once the Project has been awarded.

Bids were received from 4 contractors. The following summarizes the results:

	Contractor	***Base Bid***
Low	Northern Lines Contracting	$6,774,652.86
#2	RL Larson Excavating, Inc	$6,981,907.74
#3	A-1 Excavating, LLC	$7,244,520.09
#4	Geislinger & Sons, Inc.	$7,936,302.14

The low Bidder on the Project was Northern Lines Contracting with a Total Base Bid Amount of $6,774,652.86, which compares to the Engineer's Opinion of Probable Costs (EOPC) of $7.03 Million. These Bids have been reviewed and found to be in order.

If the City Council wishes to award the Project to the low Bidder, then **Northern Lines Contracting** should be awarded the Project on the **Total Base Bid Amount of $6,774,652.86.**

Should you have any questions, please feel free to contact me at (612) 712-2124.

Regards,

Stantec Consulting Services Inc.

Dave Sanocki
Senior Associate
Phone: 612 712 2124

Stantec

Project Name: **South District Street & Utility Improvements**

City Project No.:

Stantec Project No.: 193805569

Bid Opening: Thursday, May 26, 2022 at 10:00 AM CDT

Owner: **Cottage Grove, Minnesota**

I hereby certify that this is an exact reproduction of bids received.

David R. Sanocki, P.E.
License No. 40973

BID TABULATION

Item Num	Item	Units	Qty	Bidder No. 1 Northern Lines Contracting		Bidder No. 2 R.L. Larson Excavating, Inc.		Bidder No. 3 A-1 Excavating, LLC		Bidder No. 4 Geislinger & Sons, Inc.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
	GENERAL										
1	MOBILIZATION	LS	1	$165,000.00	$165,000.00	$240,000.00	$240,000.00	$326,700.00	$326,700.00	$396,000.00	$396,000.00
2	TRAFFIC CONTROL	LS	1	$16,000.00	$16,000.00	$12,500.00	$12,500.00	$15,000.00	$15,000.00	$12,550.00	$12,550.00
3	SKIDSTEER (BOBCAT) WITH OPERATOR	HR	40	$185.00	$7,400.00	$140.00	$5,600.00	$176.00	$7,040.00	$168.00	$6,720.00
4	STREET SWEEPER WITH OPERATOR	HR	40	$185.00	$7,400.00	$150.00	$6,000.00	$200.00	$8,000.00	$168.00	$6,720.00
5	TEMPORARY HYDRAULIC MATRIX	AC	27.2	$0.01	$0.27	$0.01	$0.27	$1,700.00	$46,240.00	$1,617.00	$43,982.40
6	SEDIMENT CONTROL LOGS (TYPE COMPOST)	LF	325	$3.15	$1,023.75	$4.00	$1,300.00	$4.00	$1,300.00	$4.00	$1,300.00
7	TEMPORARY CONSTRUCTION ENTRANCE	CY	375	$45.00	$16,875.00	$0.01	$3.75	$40.00	$15,000.00	$76.00	$28,500.00
8	SILT FENCE	LF	20544	$2.00	$41,088.00	$1.90	$39,033.60	$2.00	$41,088.00	$2.00	$41,088.00
9	SEEDING	AC	30.7	$290.00	$8,903.00	$473.00	$14,521.10	$470.00	$14,429.00	$472.00	$14,490.40
10	SEED MIXTURE 25-121	LB	2319	$6.30	$14,609.70	$6.20	$14,377.80	$6.00	$13,914.00	$6.00	$13,914.00
11	SEED MIXTURE 25-131	LB	247	$6.00	$1,482.00	$5.10	$1,259.70	$5.00	$1,235.00	$5.00	$1,235.00
12	SEED MIXTURE 33-261	LB	69	$40.00	$2,760.00	$27.50	$1,897.50	$29.00	$2,001.00	$27.00	$1,863.00
13	HYDRAULIC MATRIX (MULCH)	AC	28.7	$4,750.00	$136,325.00	$1,815.00	$52,090.50	$1,795.00	$51,516.50	$1,812.00	$52,004.40
14	ROLLED EROSION PREVENTION PRODUCT CAT 25	SY	9081	$1.85	$16,799.85	$1.70	$15,437.70	$1.70	$15,437.70	$2.00	$18,162.00
15	SALVAGED TOPSOIL BORROW (LV)	CY	24146	$2.00	$48,292.00	$5.50	$132,803.00	$4.60	$111,071.60	$4.40	$106,242.40
16	CLEARING AND GRUBBING	EA	25	$650.00	$16,250.00	$525.00	$13,125.00	$550.00	$13,750.00	$525.00	$13,125.00
17	CLEARING AND GRUBBING	AC	1.20	$13,000.00	$15,600.00	$8,400.00	$10,080.00	$8,240.00	$9,888.00	$8,400.00	$10,080.00
	TOTAL GENERAL				$515,808.57		$560,029.92		$693,610.80		$767,976.60
	SANITARY SEWER										
18	IMPROVED PIPE FOUNDATION	LF	5655	$0.01	$56.55	$0.01	$56.55	$0.01	$56.55	$0.01	$56.55
19	TELEVISE SANITARY SEWER	LF	5655	$2.60	$14,703.00	$1.50	$8,482.50	$2.00	$11,310.00	$2.00	$11,310.00
20	8" PVC SANITARY SEWER PIPE, SDR 35	LF	2210	$55.00	$121,550.00	$58.00	$128,180.00	$49.00	$108,290.00	$105.00	$232,050.00
21	8" PVC SANITARY SEWER PIPE, SDR 26	LF	581	$75.00	$43,575.00	$68.00	$39,508.00	$73.00	$42,413.00	$120.00	$69,720.00
22	21" PVC SANITARY SEWER PIPE, SDR 26	LF	1605	$220.00	$353,100.00	$175.00	$280,875.00	$215.00	$345,075.00	$250.00	$401,250.00
23	24" PVC SANITARY SEWER PIPE, C905	LF	1219	$350.00	$426,650.00	$350.00	$426,650.00	$405.00	$493,695.00	$350.00	$426,650.00
24	16" DIP SANITARY SEWER PIPE, CL. 52, INCL. POLY WRAP	LF	40	$145.00	$5,800.00	$190.00	$7,600.00	$190.00	$7,600.00	$300.00	$12,000.00
25	CONNECT TO EXISTING SANITARY PIPE	EA	2	$0.01	$0.02	$3,625.00	$7,250.00	$2,000.00	$4,000.00	$8,200.00	$16,400.00
26	CONNECT TO EXISTING SANITARY MANHOLE	EA	2	$0.01	$0.02	$3,500.00	$7,000.00	$1,500.00	$3,000.00	$8,300.00	$16,600.00
27	24" X 4" PVC WYE, C905	EA	11	$4,725.00	$51,975.00	$5,345.00	$58,795.00	$5,730.00	$63,030.00	$5,600.00	$61,600.00
28	4' DIA SANITARY MH, INCL. R-1642-B CSTG AND HDPE ADJ. RINGS	LF	495	$480.00	$237,600.00	$380.00	$188,100.00	$460.00	$227,700.00	$500.00	$247,500.00
29	5' DIA SANITARY MH, INCL. R-1642-B CSTG AND HDPE ADJ. RINGS	LF	59	$2,220.00	$130,980.00	$2,340.00	$138,060.00	$700.00	$41,300.00	$1,800.00	$106,200.00
30	INSIDE DROP INLET PIPE	LF	25	$535.00	$13,375.00	$380.00	$9,500.00	$550.00	$13,750.00	$2,260.00	$56,500.00

Item Num	BID TABULATION Item	Units	Qty	Bidder No. 1 Northern Lines Contracting Unit Price	Total	Bidder No. 2 R.L. Larson Excavating, Inc. Unit Price	Total	Bidder No. 3 A-1 Excavating, LLC Unit Price	Total	Bidder No. 4 Geislinger & Sons, Inc. Unit Price	Total
31	ADJUST EXISTING MANHOLE CASTING	EA	1	$795.00	$795.00	$350.00	$350.00	$400.00	$400.00	$600.00	$600.00
	TOTAL SANITARY SEWER				$1,400,159.59		$1,300,407.05		$1,361,619.55		$1,658,436.55
	WATER MAIN										
32	6 INCH CONCRETE HYDRANT ACCESS PAD	SF	184.25	$22.00	$4,053.50	$20.00	$3,685.00	$20.00	$3,685.00	$20.00	$3,685.00
33	IMPROVED PIPE FOUNDATION	LF	4003	$0.01	$40.03	$0.01	$40.03	$0.01	$40.03	$0.01	$40.03
34	6" DIP WATER MAIN, CL. 52, INCL. POLY WRAP	LF	104	$68.00	$7,072.00	$60.00	$6,240.00	$72.00	$7,488.00	$75.00	$7,800.00
35	8" DIP WATER MAIN, CL. 52, INCL. POLY WRAP	LF	390	$72.00	$28,080.00	$70.00	$27,300.00	$82.00	$31,980.00	$80.00	$31,200.00
36	18" DIP WATER MAIN, CL. 52, INCL. POLY WRAP	LF	3509	$142.00	$498,278.00	$138.00	$484,242.00	$152.00	$533,368.00	$179.00	$628,111.00
37	6" GATE VALVE AND BOX	EA	9	$2,195.00	$19,755.00	$2,335.00	$21,015.00	$2,100.00	$18,900.00	$2,050.00	$18,450.00
38	8" GATE VALVE AND BOX	EA	7	$2,990.00	$20,930.00	$3,335.00	$23,345.00	$2,800.00	$19,600.00	$2,700.00	$18,900.00
39	18" BUTTERFLY VALVE AND BOX	EA	8	$8,685.00	$69,480.00	$9,500.00	$76,000.00	$7,350.00	$58,800.00	$7,800.00	$62,400.00
40	HYDRANT	EA	9	$8,630.00	$77,670.00	$6,335.00	$57,015.00	$5,600.00	$50,400.00	$6,050.00	$54,450.00
41	DUCTILE IRON FITTINGS	LB	6184	$11.50	$71,116.00	$14.00	$86,576.00	$14.00	$86,576.00	$11.10	$68,642.40
42	INSULATION (4" THICK)	SY	100	$55.00	$5,500.00	$50.00	$5,000.00	$75.00	$7,500.00	$60.00	$6,000.00
43	8" WATER MAIN OFFSET	EA	1	$3,275.00	$3,275.00	$5,000.00	$5,000.00	$1,000.00	$1,000.00	$4,400.00	$4,400.00
44	18" WATER MAIN OFFSET	EA	2	$11,500.00	$23,000.00	$14,500.00	$29,000.00	$1,000.00	$2,000.00	$13,000.00	$26,000.00
45	CONNECT TO EXISTING 8" WATER MAIN	EA	1	$1,415.00	$1,415.00	$1,500.00	$1,500.00	$2,400.00	$2,400.00	$3,100.00	$3,100.00
46	CONNECT TO EXISTING 18" WATER MAIN	EA	4	$3,000.00	$12,000.00	$3,000.00	$12,000.00	$4,640.00	$18,560.00	$5,000.00	$20,000.00
	TOTAL WATER MAIN				$841,664.53		$837,958.03		$842,297.03		$953,178.43
	SERVICES										
47	1" CORPORATION STOP	EA	17	$250.00	$4,250.00	$800.00	$13,600.00	$200.00	$3,400.00	$900.00	$15,300.00
48	1" CURB STOP AND BOX	EA	17	$415.00	$7,055.00	$970.00	$16,490.00	$450.00	$7,650.00	$1,050.00	$17,850.00
49	1" TYPE "K" COPPER WATER SERVICE	LF	860	$27.00	$23,220.00	$19.50	$16,770.00	$39.00	$33,540.00	$24.00	$20,640.00
50	4" PVC SCH. 40, SANITARY SERVICE PIPE	LF	660	$24.00	$15,840.00	$19.00	$12,540.00	$36.00	$23,760.00	$25.00	$16,500.00
51	4" PVC SCH. 40, SANITARY SERVICE RISER PIPE	LF	293	$50.00	$14,650.00	$15.00	$4,395.00	$36.00	$10,548.00	$25.00	$7,325.00
	TOTAL SERVICES				$65,015.00		$63,795.00		$78,898.00		$77,615.00
	STORM SEWER										
52	STORM DRAIN INLET PROTECTION (IN STREET)	EA	37	$275.00	$10,175.00	$250.00	$9,250.00	$170.00	$6,290.00	$150.00	$5,550.00
53	STORM DRAIN INLET PROTECTION (OFF STREET)	EA	1	$275.00	$275.00	$350.00	$350.00	$170.00	$170.00	$150.00	$150.00
54	REMOVE PIPE	LF	140	$22.00	$3,080.00	$15.00	$2,100.00	$25.00	$3,500.00	$15.00	$2,100.00
55	IMPROVED PIPE FOUNDATION	LF	6691	$0.01	$66.91	$0.01	$66.91	$0.01	$66.91	$0.01	$66.91
56	BULKHEAD STORM SEWER PIPE	EA	5	$255.00	$1,275.00	$100.00	$500.00	$400.00	$2,000.00	$450.00	$2,250.00
57	12" RCP STORM SEWER, CLASS 5	LF	69	$80.00	$5,520.00	$75.00	$5,175.00	$62.00	$4,278.00	$105.00	$7,245.00
58	15" RCP STORM SEWER, CLASS 5	LF	1194	$70.00	$83,580.00	$73.00	$87,162.00	$68.00	$81,192.00	$110.00	$131,340.00
59	18" RCP STORM SEWER, CLASS 5	LF	1003	$72.00	$72,216.00	$83.00	$83,249.00	$74.00	$74,222.00	$115.00	$115,345.00
60	24" RCP STORM SEWER, CLASS 3	LF	2240	$125.00	$280,000.00	$106.00	$237,440.00	$109.00	$244,160.00	$125.00	$280,000.00
61	27" RCP STORM SEWER, CLASS 3	LF	965	$120.00	$115,800.00	$130.00	$125,450.00	$133.00	$128,345.00	$160.00	$154,400.00
62	30" RCP STORM SEWER, CLASS 3	LF	755	$144.00	$108,720.00	$156.00	$117,780.00	$146.00	$110,230.00	$185.00	$139,675.00
63	36" RCP STORM SEWER, CLASS 3	LF	457	$185.00	$84,545.00	$195.00	$89,115.00	$184.00	$84,088.00	$220.00	$100,540.00
64	42" RCP STORM SEWER, CLASS 3	LF	86	$268.00	$23,048.00	$260.00	$22,360.00	$255.00	$21,930.00	$300.00	$25,800.00
65	12" RCP FLARED END SECTION, INCL. TRASH GUARD	EA	2	$1,650.00	$3,300.00	$2,460.00	$4,920.00	$2,000.00	$4,000.00	$1,600.00	$3,200.00
66	15" RCP FLARED END SECTION, INCL. TRASH GUARD	EA	3	$1,875.00	$5,625.00	$2,805.00	$8,415.00	$2,275.00	$6,825.00	$1,800.00	$5,400.00

Item Num	BID TABULATION Item	Units	Qty	Bidder No. 1 Northern Lines Contracting Unit Price	Total	Bidder No. 2 R.L. Larson Excavating, Inc. Unit Price	Total	Bidder No. 3 A-1 Excavating, LLC Unit Price	Total	Bidder No. 4 Geislinger & Sons, Inc. Unit Price	Total
67	18" RCP FLARED END SECTION, INCL. TRASH GUARD	EA	4	$2,430.00	$9,720.00	$3,035.00	$12,140.00	$2,450.00	$9,800.00	$2,350.00	$9,400.00
68	42" RCP FLARED END SECTION, INCL. TRASH GUARD	EA	1	$8,175.00	$8,175.00	$8,510.00	$8,510.00	$7,250.00	$7,250.00	$7,910.00	$7,910.00
69	CLASS III RANDOM RIP RAP	CY	138	$109.00	$15,042.00	$85.00	$11,730.00	$85.00	$11,730.00	$93.00	$12,834.00
70	2' X 3' CB W/R-3067-V(B) AND HDPE RINGS	LF	65.31	$520.00	$33,961.20	$655.00	$42,778.05	$620.00	$40,492.20	$545.00	$35,593.95
71	48" CBMH W/R-3067-V(B) AND HDPE RINGS	LF	114	$595.00	$67,830.00	$650.00	$74,100.00	$650.00	$74,100.00	$582.00	$66,348.00
72	48" CB W/R-4342 AND HDPE RINGS	LF	3.31	$1,075.00	$3,558.25	$1,280.00	$4,236.80	$750.00	$2,482.50	$1,145.00	$3,789.95
73	48" STMH W/ R-1642-B AND HDPE RINGS	LF	152	$455.00	$69,160.00	$525.00	$79,800.00	$630.00	$95,760.00	$371.00	$56,392.00
74	60" CBMH W/R-3067-V(B) AND HDPE RINGS	LF	103.82	$845.00	$87,727.90	$895.00	$92,918.90	$950.00	$98,629.00	$760.00	$78,903.20
75	60" STMH W/ R-1642-B AND HDPE RINGS	LF	12	$830.00	$9,960.00	$920.00	$11,040.00	$950.00	$11,400.00	$890.00	$10,680.00
76	72" CBMH W/ SUMP, W/R-3067-V(B) AND HDPE RINGS	LF	17.48	$950.00	$16,606.00	$1,195.00	$20,888.60	$1,200.00	$20,976.00	$990.00	$17,305.20
77	POND OUTLET CONTROL STRUCTURE	LF	7	$1,365.00	$9,555.00	$1,270.00	$8,890.00	$1,150.00	$8,050.00	$1,625.00	$11,375.00
78	TELEVISE STORM SEWER	LF	6691	$3.15	$21,076.65	$1.50	$10,036.50	$2.00	$13,382.00	$1.50	$10,036.50
79	4" PERFORATED PVC DRAIN TILE, SDR 26	LF	440	$0.01	$4.40	$33.00	$14,520.00	$15.00	$6,600.00	$33.00	$14,520.00
80	PLANTING MEDIUM	CY	1586	$24.00	$38,064.00	$35.00	$55,510.00	$40.00	$63,440.00	$48.00	$76,128.00
81	CLAY LINER	CY	1180	$38.00	$44,840.00	$44.00	$51,920.00	$28.00	$33,040.00	$55.00	$64,900.00
	TOTAL STORM SEWER				$1,232,506.31		$1,292,351.76		$1,268,428.61		$1,449,177.71
	STREETS										
82	REMOVE PAVEMENT MESSAGES	EA	2	$160.00	$320.00	$160.00	$320.00	$165.00	$330.00	$157.00	$314.00
83	REMOVE PAVEMENT MARKINGS	LF	171	$5.00	$855.00	$4.20	$718.20	$5.00	$855.00	$4.20	$718.20
84	SAWING BITUMINOUS PAVEMENT	LF	250	$4.00	$1,000.00	$3.50	$875.00	$3.00	$750.00	$2.00	$500.00
85	REMOVE CONCRETE CURB AND GUTTER	LF	670	$2.00	$1,340.00	$6.00	$4,020.00	$5.00	$3,350.00	$7.00	$4,690.00
86	REMOVE BITUMINOUS STREET PAVEMENT	SY	13565	$3.80	$51,547.00	$3.00	$40,695.00	$2.50	$33,912.50	$4.00	$54,260.00
87	REMOVE SIGN	EA	20	$50.00	$1,000.00	$47.25	$945.00	$47.00	$940.00	$47.00	$940.00
88	SALVAGE AND REINSTALL SIGNS	EA	8	$265.00	$2,120.00	$263.00	$2,104.00	$262.00	$2,096.00	$262.00	$2,096.00
89	SUBGRADE EXCAVATION (EV)	CY	1029	$4.50	$4,630.50	$5.00	$5,145.00	$10.00	$10,290.00	$23.00	$23,667.00
90	COMMON EXCAVATION (EV)	CY	80963	$3.50	$283,370.50	$5.56	$450,154.28	$5.00	$404,815.00	$3.75	$303,611.25
91	COMMON EXCAVATION - SPECIAL (EV)	CY	34421	$3.50	$120,473.50	$3.15	$108,426.15	$4.00	$137,684.00	$2.50	$86,052.50
92	COMMON EMBANKMENT (CV)	CY	33635	$0.01	$336.35	$1.00	$33,635.00	$4.00	$134,540.00	$2.60	$87,451.00
93	COMMON EMBANKMENT - SPECIAL (CV)	CY	15096	$0.01	$150.96	$1.00	$15,096.00	$4.00	$60,384.00	$3.00	$45,288.00
94	AGGREGATE BASE, VIRGIN CLASS 5	TN	17178	$16.00	$274,848.00	$18.50	$317,793.00	$17.00	$292,026.00	$22.80	$391,658.40
95	SHOULDER BASE AGGREGATE, VIRGIN CLASS 2	TN	248	$35.00	$8,680.00	$30.00	$7,440.00	$20.00	$4,960.00	$58.00	$14,384.00
96	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)	TN	1835	$94.50	$173,407.50	$94.50	$173,407.50	$93.00	$170,655.00	$94.00	$172,490.00
97	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C) - SPECIAL	TN	1799	$105.00	$188,895.00	$105.00	$188,895.00	$103.00	$185,297.00	$105.00	$188,895.00
98	TYPE SP 12.5 WEARING COURSE MIXTURE (4,F)	TN	1022	$105.00	$107,310.00	$105.00	$107,310.00	$103.00	$105,266.00	$105.00	$107,310.00
99	TYPE SP 12.5 WEARING COURSE MIXTURE (4,F) - SPECIAL	TN	1362	$115.50	$157,311.00	$115.50	$157,311.00	$113.00	$153,906.00	$115.00	$156,630.00
100	TYPE SP 12.5 NON-WEARING COURSE MIXTURE (4,B)	TN	2716	$84.00	$228,144.00	$84.00	$228,144.00	$83.00	$225,428.00	$84.00	$228,144.00
101	BITUMINOUS MATERIAL FOR TACK COAT	GL	1559	$2.10	$3,273.90	$2.10	$3,273.90	$2.00	$3,118.00	$2.10	$3,273.90
102	B418 CONCRETE CURB AND GUTTER	LF	200	$28.00	$5,600.00	$26.25	$5,250.00	$26.00	$5,200.00	$26.00	$5,200.00
103	B618 CONCRETE CURB AND GUTTER	LF	10297	$17.15	$176,593.55	$16.15	$166,296.55	$16.00	$164,752.00	$16.00	$164,752.00
104	4" SOLID LINE PAVEMENT MARKING (GROUND IN)	LF	6520	$1.70	$11,084.00	$1.68	$10,953.60	$1.70	$11,084.00	$1.70	$11,084.00
105	6" SOLID LINE PAVEMENT MARKING (GROUND IN)	LF	380	$9.45	$3,591.00	$9.45	$3,591.00	$9.50	$3,610.00	$9.50	$3,610.00

BID TABULATION				Bidder No. 1 Northern Lines Contracting		Bidder No. 2 R.L. Larson Excavating, Inc.		Bidder No. 3 A-1 Excavating, LLC		Bidder No. 4 Geislinger & Sons, Inc.	
Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
106	12" SOLID LINE PAVEMENT MARKING (GROUND IN)	LF	500	$12.60	$6,300.00	$12.60	$6,300.00	$12.50	$6,250.00	$12.60	$6,300.00
107	24" SOLID LINE PAVEMENT MARKING (GROUND IN)	LF	120	$17.85	$2,142.00	$17.85	$2,142.00	$18.00	$2,160.00	$18.00	$2,160.00
108	4" DOUBLE SOLID LINE PAVEMENT MARKING (GROUND IN)	LF	8360	$1.90	$15,884.00	$1.90	$15,884.00	$1.90	$15,884.00	$2.00	$16,720.00
109	LEFT TURN ARROW (GROUND IN)	EA	6	$370.00	$2,220.00	$368.00	$2,208.00	$368.00	$2,208.00	$367.00	$2,202.00
110	RIGHT TURN ARROW (GROUND IN)	EA	2	$370.00	$740.00	$368.00	$736.00	$368.00	$736.00	$367.00	$734.00
111	HANDICAPPED MESSAGE (GROUND IN)	EA	2	$265.00	$530.00	$262.00	$524.00	$263.00	$526.00	$262.00	$524.00
112	SIGN PANELS TYPE C	SF	159.8	$62.00	$9,907.60	$62.00	$9,907.60	$62.00	$9,907.60	$62.00	$9,907.60
113	SIGN PANELS TYPE D	SF	31.5	$62.00	$1,953.00	$62.00	$1,953.00	$62.00	$1,953.00	$62.00	$1,953.00
114	PERMANENT BARRICADE	EA	12	$315.00	$3,780.00	$315.00	$3,780.00	$315.00	$3,780.00	$315.00	$3,780.00
115	DELINEATOR/MARKER	EA	6	$160.00	$960.00	$158.00	$948.00	$158.00	$948.00	$157.00	$942.00
	TOTAL STREETS				$1,850,298.36		$2,076,181.78		$2,159,601.10		$2,102,241.85
	TRAIL										
116	SAWING BITUMINOUS PAVEMENT-TRAIL	LF	64	$5.00	$320.00	$6.00	$384.00	$4.00	$256.00	$2.00	$128.00
117	REMOVE BITUMINOUS TRAIL PAVEMENT	SY	444	$5.00	$2,220.00	$7.00	$3,108.00	$4.00	$1,776.00	$15.00	$6,660.00
118	REMOVE CONCRETE PEDESTRIAN RAMP	SF	380	$2.00	$760.00	$2.00	$760.00	$2.00	$760.00	$5.50	$2,090.00
119	AGGREGATE BASE, VIRGIN CLASS 5	TN	4132	$19.00	$78,508.00	$20.00	$82,640.00	$17.00	$70,244.00	$26.00	$107,432.00
120	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)	TN	1630	$105.00	$171,150.00	$105.00	$171,150.00	$103.00	$167,890.00	$105.00	$171,150.00
121	6" CONCRETE WALK	SF	21850	$7.75	$169,337.50	$7.00	$152,950.00	$7.00	$152,950.00	$7.00	$152,950.00
122	TRUNCATED DOME PANEL	SF	375	$63.00	$23,625.00	$63.00	$23,625.00	$63.00	$23,625.00	$63.00	$23,625.00
	TOTAL TRAIL				$445,920.50		$434,617.00		$417,501.00		$464,035.00
	LIGHTING										
123	LIGHT FOUNDATION, TYPE A	EA	27	$1,150.00	$31,050.00	$1,150.00	$31,050.00	$1,147.00	$30,969.00	$1,589.00	$42,903.00
124	LIGHT FOUNDATION, TYPE E	EA	2	$1,550.00	$3,100.00	$1,550.00	$3,100.00	$1,551.00	$3,102.00	$1,589.00	$3,178.00
125	LIGHTING EQUIPMENT PAD	EA	1	$1,260.00	$1,260.00	$1,260.00	$1,260.00	$1,320.00	$1,320.00	$2,515.00	$2,515.00
126	LIGHTING UNIT (LIGHT POLE AND LUMINAIRE), TYPE A	EA	27	$3,610.00	$97,470.00	$3,608.00	$97,416.00	$3,637.00	$98,199.00	$4,200.00	$113,400.00
127	LIGHTING UNIT (LIGHT POLE AND LUMINAIRE), TYPE E2	EA	2	$5,385.00	$10,770.00	$5,382.00	$10,764.00	$5,401.00	$10,802.00	$5,816.00	$11,632.00
128	LIGHTING SERVICE CABINET	EA	1	$5,775.00	$5,775.00	$5,775.00	$5,775.00	$5,729.00	$5,729.00	$4,812.00	$4,812.00
129	UNDERGROUND WIRE, #6 AWG WIRE	LF	37440	$1.90	$71,136.00	$1.88	$70,387.20	$1.90	$71,136.00	$2.70	$101,088.00
130	1.5" NON-METALLIC CONDUIT	LF	9610	$9.40	$90,334.00	$9.40	$90,334.00	$9.30	$89,373.00	$7.50	$72,075.00
131	4" NON-METALLIC CONDUIT	LF	1360	$20.00	$27,200.00	$20.00	$27,200.00	$20.00	$27,200.00	$20.00	$27,200.00
132	LIGHTING HANDHOLE	EA	24	$1,315.00	$31,560.00	$1,313.00	$31,512.00	$1,307.00	$31,368.00	$1,203.00	$28,872.00
133	CONNECT TO EXISTING HANDHOLE	EA	2	$350.00	$700.00	$342.00	$684.00	$403.00	$806.00	$1,630.00	$3,260.00
	TOTAL LIGHTING				$370,355.00		$369,482.20		$370,004.00		$410,935.00
	LANDSCAPING										
134	DECIDUOUS TREE 2.5" CAL B&B	EA	73	$725.00	$52,925.00	$645.00	$47,085.00	$720.00	$52,560.00	$722.00	$52,706.00
	TOTAL LANDSCAPING				$52,925.00		$47,085.00		$52,560.00		$52,706.00

Item Num	Item	Units	Qty	Bidder No. 1 Northern Lines Contracting Unit Price	Total	Bidder No. 2 R.L. Larson Excavating, Inc. Unit Price	Total	Bidder No. 3 A-1 Excavating, LLC Unit Price	Total	Bidder No. 4 Geislinger & Sons, Inc. Unit Price	Total
	BID TABULATION										
	BID SUMMARY										
	TOTAL GENERAL				$515,808.57		$560,029.92		$693,610.80		$767,976.60
	TOTAL SANITARY SEWER				$1,400,159.59		$1,300,407.05		$1,361,619.55		$1,658,436.55
	TOTAL WATER MAIN				$841,664.53		$837,958.03		$842,297.03		$953,178.43
	TOTAL SERVICES				$65,015.00		$63,795.00		$78,898.00		$77,615.00
	TOTAL STORM SEWER				$1,232,506.31		$1,292,351.76		$1,268,428.61		$1,449,177.71
	TOTAL STREETS				$1,850,298.36		$2,076,181.78		$2,159,601.10		$2,102,241.85
	TOTAL TRAIL				$445,920.50		$434,617.00		$417,501.00		$464,035.00
	TOTAL LIGHTING				$370,355.00		$369,482.20		$370,004.00		$410,935.00
	TOTAL LANDSCAPING				$52,925.00		$47,085.00		$52,560.00		$52,706.00
	TOTAL BASE BID				$6,774,652.86		$6,981,907.74		$7,244,520.09		$7,936,302.14
		Contractor Name and Address:		Northern Lines Contracting, Inc. 11039 Lamont Ave. NE Hanover, MN 55341		R. L. Larson Excavating, Inc. 2255 12th St. SE St. Cloud, MN 56304		A-1 Excavating LLC 8237 State Hwy. 64 Bloomer, WI 54724		Geislinger and Sons, Inc. 511 Central Ave. S. Watkins, MN 55389	
		Phone:		(952) 807-3322		(320) 654-0709		(715) 568-4141		(320) 764-2006	
		Email:		brady@nl-contracting.com		estimating@rllarsoninc.com		estimating@a1excavating.com		jeff@geislingerandsons.com	
		Signed By:		Blair Raitz		Douglas Moen		Charles M. Storing		Jeff Geislinger	
		Title:		President		Vice President		Secretary		President/Owner	
		Bid Security:		Bid Bond		Bid Bond		Bid Bond		Bid Bond	
		Addenda Acknowledged:		1		1		1		1	

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2022-101

RESOLUTION AWARDING THE BID FOR THE SOUTH DISTRICT STREET & UTILITY IMPROVEMENTS PROJECT TO NORTHERN LINES CONTRACTING IN THE TOTAL AMOUNT OF $6,774,652.86

WHEREAS, plans and specifications for the South District Street & Utility Improvements Project were completed according to City standards; and

WHEREAS, bids were requested to provide the necessary work; and

WHEREAS, four firms submitted bids; and

WHEREAS, it appears that Northern Lines Contracting provided the lowest responsible bid; and

WHEREAS, it is the recommendation of the Public Works Director/City Engineer that the bid be awarded to Northern Lines Contracting in the total amount of $6,774,652.86.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, the bid for the South District Street & Utility Improvements Project is awarded to Northern Lines Contracting in the total amount of $6,774,652.86.

Passed this 1st day of June, 2022.

_____
Myron Bailey, Mayor

Attest:

_____
Tamara Anderson, City Clerk

City Council Action Request

14A

Meeting Date	6/1/2022
Department	Administration
Agenda Category	Workshops - Closed to Public
Title	City Administrator Performance Evaluation
Staff Recommendation	Close the meeting pursuant to MN Statute 13D.05 subd. (3)a to conduct a performance evaluation of City Administrator Jennifer Levitt.
Budget Implication	N/A
Attachments	

MINUTES

COTTAGE GROVE CITY COUNCIL — June 1, 2022

COUNCIL CHAMBER
12800 RAVINE PARKWAY SOUTH

REGULAR MEETING - 7:00 P.M
COUNCIL CHAMBER

1. CALL TO ORDER

The City Council of the City of Cottage Grove, Washington County, Minnesota, held a regular meeting on June 1, 2022, at Cottage Grove City Hall, 12800 Ravine Parkway. Mayor Bailey called the meeting to order at 7:00 p.m.

2. PLEDGE OF ALLEGIANCE

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

3. ROLL CALL

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

Also present: Jennifer Levitt, City Administrator; Korine Land, City Attorney-LeVander, Gillen & Miller, PA; Tammy Anderson, City Clerk; Ryan Burfeind, City Engineer/Public Works Director; Gretchen Carlson, Director of Economic Development; Christine Costello, Director of Community Development; Pete Koerner, Public Safety Director; Brenda Malinowski, Finance Director; Mike Mrosla, Senior Planner; Emily Schmitz, Senior Planner.

4. OPEN FORUM

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

5. ADOPTION OF AGENDA

Council Member Dennis made a motion to adopt the agenda; second by Council Member Thiede. Motion carried: 5-0.

6. PRESENTATIONS

A. 2022 Historic Preservationist of the Year
Staff Recommendation: Present the 2022 Historic Preservationist of the Year Award to Accacia Masonic Lodge No. 51 in recognition of the 2020 Lodge Restoration Project and ongoing stewardship of this locally designated historic landmark.

Mike Mrosla, Senior Planner, stated the Advisory Committee on Historic Preservation (ACHP) annually nominates a person or an organization that goes above and beyond to promote an aspect of Cottage Grove's history. At its May 10, 2022, the ACHP nominated and voted to recommend that the City Council award the 2022 Historic Preservationist of the Year Award to the Accacia Masonic Lodge No. 51 based on the Lodge's 2020 site restoration project and ongoing stewardship.

This lodge is located at 11094 70th Street South; it was built in 1866 and was occupied by the First Congregational Church, who occupied the site until 1963. Since 1963, Accacia Masonic Lodge has occupied the building. In 1987, this structure was officially added to Cottage Grove's Historic Register of Sites and Landmarks. Planner Mrosla displayed a photo of the building from 2017 and today; modifications and painting were done to the site. In recognition of the ongoing stewardship and the 2020 restoration project, the ACHP recommends that the Mayor and Council present the 2022 Historic Preservationist of the Year Award to Accacia Masonic Lodge No. 51.

Mayor Bailey asked the Council Members and members of the lodge to join him in front of the dais for the presentation; he stated that Council Member Dennis wished to say a few words.

Council Member Dennis stated as a member of the lodge, it was a great privilege to present this award tonight for all of the hard work and dedication that they put into what is no doubt the crown jewel of Old Cottage Grove. The before and after photographs show the work that was done on the building, which is amazing. He wanted to recognize our late brother, Gordon Eddy, who passed away a couple years ago, as he had made a $50,000 donation. His brothers really made a difference in helping to bring this project into fruition and are joining us here tonight; he noted Mark Simmons made an additional donation of $3,000 to the cause. This was a very hands-on and dedicated small group of brothers who performed incredible work to make this happen; there were 4,000 hours of labor, a labor of love, and also 200 hours of professional painting services. This lodge will serve not only the local Masons in the community well into the future, but it will also act as an example of how people can come together to make a difference and make something beautiful happen. As a member of the lodge, Council Member Dennis thanked them and stated the community also thanks them. Our ACHP also thought very highly of the work that everyone had done, so it is very much appreciated.

Mayor Bailey stated at the fast rate of speed with which Cottage Grove is growing, there's sometimes a feeling that the older buildings with historic features in our community are getting neglected. He stated that couldn't be further from the truth as the City Council is very supportive of the ACHP, and we try to preserve as many of the

older architectural features in our community as we can. The Accacia Masonic Lodge is one of those, and the brothers actually provided some funding to make sure it looks the way it does today. Mayor Bailey thanked them for all of the work they do for our community, and can't wait for their spaghetti dinner this fall, as the meat sauce is amazing.

Mayor Bailey read aloud the plaque, presented it, thanked them for preserving our history, and congratulated them.

B. Meritorious Service Award Presentation

Pete Koerner, Director of Public Safety stated he's very proud to be presenting this Meritorious Service Award, which was an internal nomination. He explained this award is granted to any member of the Department for an outstanding accomplishment that substantially improved operation and has gone far above the requirements of the member's normal assignment. It may also be given for an outstanding performance that has brought credit to the Department.

Tonight's award is a couple years overdue, due to COVID. The Meritorious Service Award is given to Greg Rinzel, Deputy Director of Public Safety/Police Captain, for his work on the HERO Training Center, owned and operated by the Cities of Cottage Grove and Woodbury. Construction began in 2018, it was substantially complete by late fall of 2019, and became fully operational in early 2020. The HERO Training Center is a regional state-of-the-art immersive training center for police, fire, and emergency medical services (EMS); it's staffed with two full-time employees and approximately 12 part-time employees, who provide shooting range safety.

Director Koerner stated this has been a decade of work, as the idea for a regional training center in the East Metro was first presented by local legislators to former Public Safety Director Craig Woolery in 2012. Director Woolery had mentioned this to Captain Rinzel and me, noting he needed someone to take the lead on this; Captain Rinzel took the lead. It's an outstanding facility. During budget talks, we talk about recruitment and retention, and the HERO Training Center is a key to our success in that.

Director Koerner stated that Captain Rinzel is very humble, but it was Captain Rinzel and Woodbury Captain Kris Meinert who took the lead on this project and made it happen; it's something that Captain Rinzel should be most proud of in his career. He was the main person who testified before the State Legislature at the capitol to secure funding; he was assigned to every work group on this project, but he always said it was a group effort. Deputy Director Rinzel hired the HERO Center Manager, who has done a wonderful job there. Because of his dedication, leadership, and hard work on this project, the HERO Training Center is finally a reality. He had foresight into future training needs with deescalation, the need for a simulator, and an area necessary to facilitate that. When other agencies use the HERO Training Center, it's nice to hear them talk about what a great facility we have.

Director Koerner asked Deputy Director Rinzel, Mayor Bailey, and the Council Members to step in front of the dais for the award presentation. Mayor Bailey read aloud information on the Meritorious Service Award presented to Captain Rinzel, signed by Director Koerner.

Council Member Olsen stated that we can't thank Captain Rinzel enough for all of his work on this project, he certainly deserves this award, and thanked him very much for his service. Mayor Bailey agreed with Council Member Olsen, and everyone applauded Captain Rinzel.

Captain Rinzel stated that training has been his passion, and he knows that if you put yourself out there as an officer to learn more, you not only improve yourself, but you improve the entire operation of the organization. When he was promoted to Sergeant, he spoke to the Captain at that time who asked him what his goals and aspirations were. He'd replied that he wanted the Cottage Grove Police Department to be the best trained in the state, if not the nation or the world; we needed to do things in order to prepare our officers to give them the tools, the training, and the equipment that they needed to be successful for our residents, for themselves, and for the community at large. He stated it's taken years to get there, but the plan for the HERO Training Center was initially drawn on a napkin at a dining establishment; it was nice to see the plans on the napkin come to fruition and become a reality for us. To keep their licenses with the Minnesota POST Board, officers are required to complete 48 hours of training every three years; he's very proud that we have this facility, which allows us to train well above the required 48 hours every three years. Our yearly training for basic officers is over 96 hours; on average, our officers receive about 150 hours of training every year, and that's by design. We want to ensure that our citizens get the protection that they deserve from law enforcement, which is what they're really asking for; he thought they did a very good job with that. Council allowing us to go forward with the grant, knowing that this was a huge undertaking and a large amount of money, we went for it, put our foot into the water, and said we're going to the deep end. He thanked the Council for their support moving forward with this vision and this dream and making it a reality; it really makes Cottage Grove an ideal place to work and our community a safer place.

Mayor Bailey stated that Dan Schoen, our Community Affairs Officer, was one of the instrumental people in helping us get the funding for the HERO Training Center; he thanked him and Katie Sieben for their work on that. He stated that we're now years ahead with our police training, so he likes to hold our City up as the example of what great looks like as we were already ahead of the game on this. He thanked Director Koerner for recognizing Captain Rinzel tonight.

C. Cottage Grove Community Night - Saints Game

Julie Prior-Miller, Communications and Marketing Specialist, stated she works on a variety of projects for the Cottage Grove Convention and Visitors Bureau, also known as Discover Cottage Grove. Part of Discover Cottage Grove's strategic objectives is to help with the development and implementation of promotional programs to ensure positive economic impact for the City of Cottage Grove. This winter Discover Cottage Grove partnered with the St. Paul Saints organization to promote the City and tourism to our City by hosting a Cottage Grove Community Night at the St. Paul Saints game on June 11, 2022. Discover Cottage Grove will have a booth presence on the concourse of CHS Field the night of the game, promoting tourism to Cottage Grove and to all who

attend the Saints game that night. It's also no surprise that we chose June 11, as while there, Discover Cottage Grove will be promoting the Strawberry Fest, the City's largest event of the year, enticing those attending the game to come and see our beautiful City, wonderful amenities, and have fun while they're there.

Specialist Prior-Miller invited everyone here tonight and those watching from home to come join us at the Cottage Grove Community Night on June 11 at the St. Paul Saints game. To get tickets, if you use the portal link on the website, $2 for every ticket sold will be given to the Cottage Grove Lions Club.

Council Member Dennis stated as Chair of the Convention and Visitors Bureau, he's been very impressed and appreciative of all the hard work put in by the staff. He thought this was a really cool idea and fits well within the scope of what we're doing, to try to put Cottage Grove on the map in a really great way. He thanked the staff for their hard work, and we look forward to seeing lots of folks come out to the game that night. We'll have a booth to provide information and promote our community, which is really what this is all about.

Council Member Thiede stated regarding Strawberry Fest, everybody could actually get their shirts; just go onto the Strawberry Fest website, buy a shirt, everyone could wear the shirt to the game, and we'd look so good. And get excited about Strawberry Fest, too!

Mayor Bailey thanked Specialist Prior-Miller for her presentation. He thanked the Discover Cottage Grove group for sponsoring this event with the St. Paul Saints. He stated he's looking forward to a great event that evening.

7. CONSENT AGENDA

A. Approve the May 4, 2022, City Council Regular Meeting and Workshop Minutes.
B. Approve the May 18, 2022, City Council Regular Meeting Minutes.
C. Accept and place on file the minutes from the April 25, 2022, Planning Commission meeting.
D. Approve the 2022-2023 hunting maps with designated boundaries for discharge of firearms and archery equipment for hunting.
E. Authorize issuance of a single-occasion gambling permit to Phoenix Residence, Inc. to conduct a raffle at Royal Oaks Golf Course and Event Center, 11099 US 61, on June 13, 2022.
F. Approve the easement agreements with 3M and NP BGO Cottage Grove, and the Memorandum of Understanding with Gene and Louise Smallidge, Myron Tank, 3M, and NP BGO Cottage Grove, subject to minor modifications by the City Attorney.
G. Adopt Resolution 2022-092 approving a one-year extension of the Conditional Use Permit to import up to 150,000 cubic yards of environmentally clean gravel and black dirt fill onto the Wolterstorff property north of Lake Robert and west of Jamaica Avenue.

H. 1) Approve the 2022-2024 Grant Agreement for water efficiency with MCES in the amount of $43,000. 2) Authorize the expenditure of $10,750 from the Stormwater Utility Fund to match the MCES contribution towards water efficiency rebates.
I. Adopt Resolution 2022-098 approving the Joint Powers Agreement between the City of Hastings and the City of Cottage Grove for inspection coverage on public buildings and state licensed facilities.
J. Adopt Resolution 2022-099 authorizing the Statewide Public Works Mutual Aid Pact.
K. Approve the issuance of rental licenses to the properties listed in the attached table.
L. Approve the temporary and permanent easement agreements with Joseph Zywiec and Nora Scribner, subject to minor modifications by the City Attorney.
M. Authorize issuance of a massage therapist license to Colton Westley Maddy and Samantha Legato, who will be working at The Healing Place of Cottage Grove, 8637 West Point Douglas Road South, Suite 340, pending background check approval.
N. Receive information pertaining to Las Margaritas' alcohol compliance check.

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

Motion by Council Member Thiede to approve the Consent Agenda; second by Council Member Khambata. Motion carried: 5-0.

8. APPROVE DISBURSEMENTS

A. Approve payments for the period of 5/11/2022-6/02/2022 in the amount of $2,333,769.75.

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

9. PUBLIC HEARINGS - None.

10. BID AWARDS

A. Goodview Ravine Stabilization
Staff Recommendation: 1) Adopt Resolution 2022-100 awarding the Goodview Ravine Stabilization Project to Pember Companies, Inc. for the bid amount of $282,685.50. 2) Approve the Cooperative Agreement between the City of Cottage Grove and Washington County for Maintenance of Stormwater Outlet in the Southwest Quadrant of County

State Aid Highway (CSAH) 22 and Goodview Avenue South. 3) Approve the Cooperative Agreement between the City of Cottage Grove and Washington County for CSAH 22 Drainage Improvements.

Ryan Burfeind, Public Works Director, stated last Thursday we took bids on this project. This ravine is just west of Goodview Avenue and goes south of 70th Street, down towards Highway 61. A resident reached out some time ago and brought to our attention many erosion issues and problems with that ravine, which was bringing sediment down the hill and towards Highway 61. This ravine actually takes water from the City and the County; most of Cottage Grove is about an 80-20 split on the water that comes off of 70th Street versus some of our City streets. We also received approval for a Watershed District grant to pay for half of this project, which was exciting.

The low bid was by Pember Companies was just a little bit above our engineer's estimate but really close; there were a total of five bids received, which was good to see. Considering the grant that we have and the cost share with Washington County, the additional $4,500 was of no concern to staff as we had the funding to make up the difference. It's a challenging project to get in that ravine and do this work, so we're comfortable with moving ahead with Pember Companies; they're the contractor that did the Oakwood Park project last year.

Council will also need to approve the Cooperative Agreement for maintenance as well as a Cooperative Agreement for construction, which details the cost split and how it will be paid by Washington County and by the City.

Motion by Council Member Khambata to Adopt Resolution 2022-100 awarding the Goodview Ravine Stabilization Project to Pember Companies, Inc. for the base bid amount of $282,685.50; second by Council Member Dennis. Motion carried: 5-0.

Motion by Council Member Dennis to approve the Cooperative Agreement between the City of Cottage Grove and Washington County for Maintenance of Stormwater Outlet in the Southwest Quadrant of County State Aid Highway (CSAH) 22 and Goodview Avenue South; second by Council Member Thiede. Motion carried: 5-0.

Motion by Council Member Thiede to approve the Cooperative Agreement between the City of Cottage Grove and Washington County for Construction Cost of County State Aid Highway (CSAH) 22 Drainage Improvements: second by Council Member Olsen. Motion carried: 5-0.

B. South District Street & Utility Improvements Project - Bid Award
Staff Recommendation: Adopt Resolution 2022-101 awarding the bid for the South District Street & Utility Improvements Project to Northern Lines Contracting in the total amount of $6,774,652.86.

Director Burfeind stated they took bids for this project last Thursday; this is the extension of Hadley Avenue down to 105th Street, which is being built by NorthPoint right now, and then the realignment of 100th Street down to 103rd Street. This project

is necessary for two recent developments whose preliminary plats were approved, Preserve at Prairie Dunes and Graymont Village, along with several other undeveloped parcels in that area that need a second access point per Fire Code; that will be provided by this Hadley Avenue extension. It's a City project because it has many benefitting parcels; those parcels signed Deferred Assessment Waiver Agreements, so as they are developed, they will pay the assessment, which will pay back a large portion of the project costs. The realignment of 100th Street and 103rd Street is part of Washington County's Southwest Arterial Study; it's a two-year project and will start by the Preserve at Prairie Dunes this year. The realignment of 100th and 103rd is a 2023 project, as there are a number of private utility relocations that need to be done, which will take place toward the end of 2022; the street work will start and be completed next year.

There were four bidders on the project; this bid by Northern Lines Contracting was under our engineer's estimate, at just under $6.8 million, and we had favorable bids. We're recommending award of the project to Northern Line Contracting; they've also done a handful of the Summers Landing projects in the City.

Motion by Council Member Khambata to Adopt Resolution 2022-101 awarding the bid for the South District Street & Utility Improvements Project to Northern Lines Contracting for the base bid amount of $6,774,652.86; second by Council Member Dennis. Motion carried: 5-0.

11. REGULAR AGENDA - None.

12. COUNCIL COMMENTS AND REQUESTS

Council Member Khambata wanted to highlight the City's wonderful park system, as he's recently been out on the trails. He got to use the disk golf course at Oakwood Park for the first time, which is fantastic. There are two parks that are currently getting new playground equipment and a few more parks coming online. Anyone interested in giving some input on those upcoming parks can fill out a survey on our City's website, to make sure Council and staff see some of their needs and wants for the new parks.

Council Member Dennis recognized and shared his appreciation for some of the staff members who assisted behind the scenes to help us have a really great Memorial Day ceremony here: Jen Longaecker, Communications Manager, worked with our friends from SWCTC to make sure that everything was spot on; she did a great job. Dennis Neitz and staff from the Royal Oaks Golf Course brought up chairs and assisted with some tents there to take care of people. This event doesn't happen without the support of our Public Safety team; he thanked Director Koerner and his staff for their assistance. There were a number of fire, police, and EMS personnel who were present, and we appreciated seeing them. He gave a special thank you to two officers who took care of the colors for us, Sergeant Pat Nickle and Officer Ed Weber, who both have served in the military and did a great job. Council Member Dennis stated he thought the ceremony was exceptional, and service can never be properly performed unless humbly

given. This is the level of service that our folks perform every day. From all of us who were part of that event to them, he thanked them very much.

Council Member Thiede said he can't stop talking about how neat Strawberry Fest is going to be; it's been a few years and everybody's excited. We've got so many participants this year and new things, including wrestling. Strawberry Fields Marketplace will have over 80 booths, some information booths, and a variety of things for sale. There are also the bands. A reporter from New York called to ask about this, so it's going to be very interesting. There will be a parade and fireworks and all of the food vendors. It's going to be fantastic and we're at a point now where we're counting the days, so it's 14 days. Things start on Thursday, June 16, with a tractor pull for the kids, and it runs through Sunday, June 19. He wanted everyone to mark their calendars and make time available to come check out the Strawberry Fest.

Council Member Olsen stated in the spirit of recognition this evening, he spoke about some pretty special events that have occurred in the City over the last few weeks:

- He thanked Council Member Dennis for once again organizing a tremendous and very respectful Memorial Day ceremony, which took place at City Hall on Monday. We had fantastic guest speakers, including Representative Angie Craig and Trista MatasCastillo, the Chair of the Ramsey County Board of Commissioners, and also a veteran. The entire ceremony went off without a hitch. Council Member Dennis mentioned that there are a number of unsung heroes behind the scenes, and that's absolutely true. He stated as a member of the Mississippi River Valley Beyond the Yellow Ribbon team, one of the things that we take a lot of pride in is making sure that we pay our due respects to those who deserve it; certainly, Council Member Dennis deserves it for organizing and emceeing a wonderful ceremony. He thanked Council Member Dennis for that.
- He acknowledged all of the seniors at Park High School and East Ridge High School and Woodbury High School and high schools around the state who will be graduating this year, including his daughter, Rose. It's awesome to see these young people grow from ECFE or preschool through high school graduation. The hours are long, but the days are short, and that's a fact. He's had the opportunity to meet so many of the wonderful young people who will be receiving their diplomas, and our future here in the City of Cottage Grove is very bright. He congratulated all of the seniors and their families.
- He recognized an email that we received regarding one of our newest police officers, Officer Evan Davick, who is still in field training. He is also a Park High School graduate. There was an email sent to Director Koerner from a former police officer, Rey Caban, which he read aloud, verbatim:

Dear Chief of Police Koerner, You often hear complaints and likely not many praises. Today, 5-19-22, Officer Evan Davick, Badge #122, and his F.T.O., responded to a person in crisis call. As a former police sergeant with the Rochester Police Department, I had seen and worked with horrible cops, amazing cops, and everything in between. I've responded to many person-in-crisis calls and know firsthand how they can go from good to bad in a split second. As a former detective, I've also seen the aftermath of

responding to a crisis call where it's too late and you must now deal with the trauma of a deceased person. Enough about me and who I am and let us get to the reason for this letter. I know that Officer Davick will forget this mostly routine person-in-crisis call because of how many you deal with during a police career; however, I will never forget this call. This call will stick with me for the rest of my life. I write this letter while tears run down my face, as I am forever grateful to Officer Davick, his F.T.O., and the Cottage Grove Police Department for hiring him. Officer Davick was courteous, responsive, and most importantly calm. Officer Davick kept me informed before, during, and after the call. I was not at the scene, but know from personal experience that many people responded, and that includes Pat Young from our CMU Unit, Jude Torning, who is also in field training, Ed Weber, his F.T.O., and then of course Evan's F.T.O., who I will mention here momentarily. So, again, Officer Davick relayed information to me, which gave me such a sense of relief and made me feel like everything would be okay. It turns out that everything worked out, the person in crisis, my aunt, was helped, and of significant importance, her life was saved. I want to be very clear about my last sentence; Officer Davick, his F.T.O., and other first responders saved my aunt's life today. I credit everyone who responded for saving my aunt's life. However, I must tell you Officer Davick and his F.T.O. fulfilled their oath as police officers. Forever grateful, Rey Caban

Council Member Olsen stated Scott Shaver is Officer Davick's field-training officer. What's interesting is he personally remembers when Scott was a new police officer and was going through training. It's just amazing to him when Captain Rinzel spoke earlier about all of the training that our people go through and making sure that we have facilities and equipment available, etc. that those things all come to light when we have situations such as these where a life is saved because we provide that training and we're so selective with our hiring. Officer Davick is a young man who came up through our police reserve program, he worked in the City of Woodbury as a Community Service Officer and has done some amazing things. He couldn't be prouder of the work that our entire Public Safety team does, but it's always nice to be able to share those nice letters.

- On the heels of that, today he received an email from Dan Schoen, Community Engagement Officer, who indicated that in June 2015, the Public Safety Board and the Cottage Grove Lions donated funds to purchase an AED for the Cottage Grove VFW. Last night, that defibrillator was used, and a bystander provided CPR to save a victim of cardiac arrest. With all of the various things that we discuss about serving the public, including facilities, equipment, and personnel, the primary reason we believe so strongly in that is we want our residents to feel safe and to have the benefit of well-trained personnel. When it comes to the AED, we want people to have the benefit of the necessary equipment when a crisis strikes to avoid tragedies.

Mayor Bailey stated as we look forward to this summer, many Cottage Grove parks are parks that somebody helped us get started, like the Bike Park or the dog park. He bumped into someone at Hy-Vee a couple months ago who said she thought we needed to have movies in a park. With her fundraising and getting groups together and working with our staff, we will have our first Movies in the Park on Wednesday, June 22,

at Highlands Park, at dusk. There will also be food trucks there, so it will be an opportunity to have fun with your family. There will be a movie once a month for the next three months; he acknowledged the citizen who spoke up to get that idea rolling.

Mayor Bailey acknowledged all of the volunteers and local businesses who make Strawberry Fest a reality. He noted the Fourth of July fireworks also would not be taking place if it weren't for our local businesses stepping up to provide the funds to help make that happen: 3M, Renewal by Andersen, Hy-Vee, Tennis Sanitation, and NorthPoint Development, all of whom donated $5,000 each to create the $25,000 fireworks show. There are other individuals who've also made donations, and the Lions are putting this all together and setting it up.

Mayor Bailey stated last week we had the official groundbreaking for NorthPoint Development, so they're currently moving dirt; it's a major project within the State of Minnesota. The C.E.O. of NorthPoint stated they'd scouted Cottage Grove out for this development, as other developers wanted to go to the northern suburbs, not the southern suburbs. They will be making an investment of over $300 million in our community, creating over 1,800 new jobs, which will create an additional tax base; this is not just for the City of Cottage Grove but also for the School District. As this is built out, the School District will receive over $1 million a year in taxable revenue that will be flowing into the School District. NorthPoint will continue to manage this development, and they're interested in doing other things in our community with parks and open space for the general public. NorthPoint wants to be very vested in our community. Mayor Bailey stated NorthPoint is also bringing other interested people into our community, especially the Business Park and/or our commercial areas.

Mayor Bailey stated that he, City Administrator Jennifer Levitt, Economic Development Director Gretchen Carlson, and Council Member Dennis had the opportunity last week to attend the ICSC Convention in Las Vegas. Due to COVID, it hadn't taken place for a couple years. He stated that there were some amazing contacts, and we were really able to market the City; many developers and retailers had already searched for Cottage Grove and told us they wanted to talk to us about their ideas. We provided a map of parcels for sale in Cottage Grove, and one person had told us to not show a particular parcel as being for sale because they were going to purchase it. He stated we can't share everything with the public because it's very early in the process, and sometimes things take time. We're doing the necessary follow up, and in the not-too-distant future we'll probably do another Facebook Live event where we'll have the opportunity to share with the public what is going on with contacts made and hopefully will have some great announcements to make.

Council Member Dennis stated we had some very long, hardworking days at ICSC. We met with over 25 different entities; based on feedback from our community and our local business investors, we knew there were several key areas that we were looking for, one of which was lodging. We made many great presentations and contacts with those people and planted seeds, which is what you do in the sales process. He agreed with Mayor Bailey that there were multiple entities there who said they were actually

aware of Cottage Grove; that was a great thing to hear. He felt really good about the very productive time that was spent in Las Vegas. We'll see what happens, and when we have more details on how things are going, we'll do another Facebook Live event. He stated that he grabbed a number of site-selection sheets from different investors, which detail what key strategies those investors have for deciding where they want to go. He stated a nice surprise they received was from a group called Colliers: They'd done a first quarter financial report and had Cottage Grove listed as one of the up-and-coming communities to keep your eye on. Council Member Dennis stated that Cottage Grove has been mentioned by a number of organizations and publications for the work that we're doing; we've really come a long way, and it's been at the behest of the community, and >90% are happy with the direction the City is going. We're aiming to sell that happiness.

Mayor Bailey stated we received the preliminary population estimate for Cottage Grove for 2021, which was 39,605; once a city hits a population of 40,000, that's when many developers/retailers become very interested, which probably explains the interest our City received at ICSC.

13. WORKSHOPS - OPEN TO PUBLIC - None.

14. WORKSHOPS – CLOSED TO PUBLIC

Staff Recommendation: Close the meeting pursuant to Minnesota Statute 13D.05, Subd. (3)a to conduct a performance evaluation of City Administrator Jennifer Levitt.

15. ADJOURNMENT

Motion by Council Member Olson, second by Council Member Dennis, to adjourn the meeting at 9:35 p.m. Motion carried: 5-0.

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