



City Council Action Request

7G

Meeting Date	8/17/2022	
Department	Public Works	
Agenda Category	Consent Agenda	
Title	Enclave Development/Hemingway Industrial – Approve Permanent Easement	
Staff Recommendation	Approve the permanent easement agreement with Hemingway Industrial, LLC, subject to minor modifications by the City Attorney.	
Budget Implication	N/A	
Attachments	Hemingway Industrial CC Memo.tif	4.6MB
	Hemingway Industrial Easement Agreement.tif	8.47MB

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

From: Amanda Meyer, P.E., Assistant City Engineer

Date: August 11, 2022

Re: Enclave Development/Hemingway Industrial – Approve Permanent Easement

Background/Discussion

Enclave Development received approval in May 2022 for the construction of a warehouse and distribution facility at Hemingway Avenue and 97th Street South. The project, now known as Hemingway Industrial, consists of two buildings with a combined total square footage of 240,000 square feet to support warehouse and office uses. As part of the development, all the utilities that will be installed within the property will be privately owned and maintained by the property owner, including the watermain looping through the site.

Each year, in the spring and fall, the City's Public Works team completes flushing of the watermain throughout the city to ensure hydrants and valves are in working condition and to clear out any stagnant water that may be sitting within the system. It is important for the Public Works team to have access to all hydrants within the city, even those that are privately owned and maintained as they are still connected to the city's system. In order to access the hydrants within the Enclave Development site, a permanent access easement has been proposed solely for the purposes of accessing the hydrants and hydrant valves.

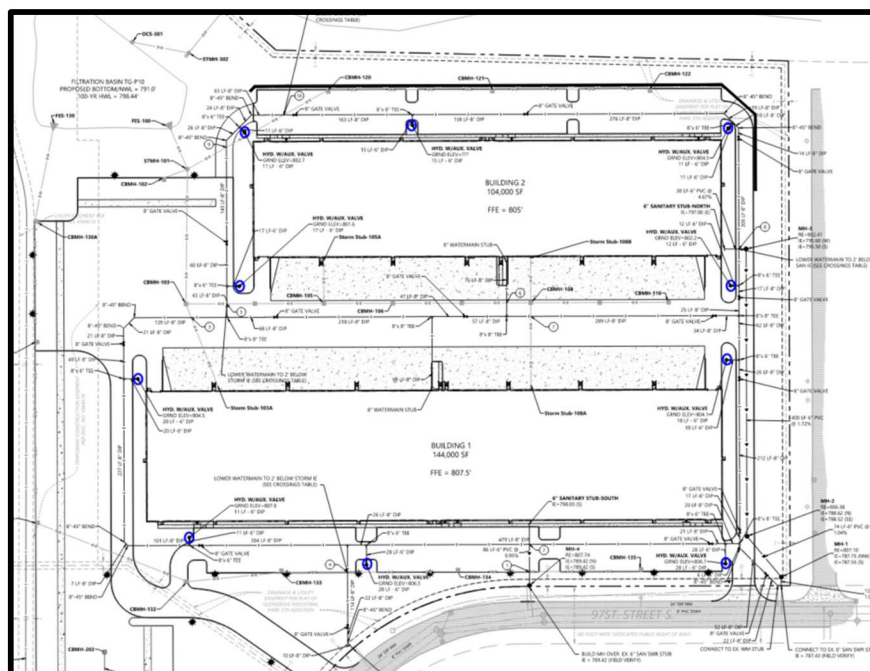


Figure 1: Hemingway Industrial Hydrant Locations

Recommendation

It is recommended the City Council approve the permanent easement agreement with Hemingway Industrial, LLC, subject to minor modifications by the City Attorney.

PERMANENT ACCESS EASEMENT

THIS PERMANENT ACCESS EASEMENT AGREEMENT (“Easement”) is made, granted and conveyed this _____ day of _____, 2022, by and between Hemingway Industrial, LLC, a Delaware limited liability company (“Landowner”), and the City of Cottage Grove, a Minnesota municipal corporation (“City”).

PROPERTY DESCRIPTION

Landowner owns real property in Washington County, Minnesota legally described as follows:

Lot 1, Block 1, Hemingway Industrial

(the “Landowner’s Property”).

PERMANENT EASEMENT DESCRIPTION

The 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, does hereby grant and convey unto the City, its successors and assigns the following:

A permanent easement for the purpose of providing access to the hydrants, and all such purposes ancillary, incident or related thereto (“Permanent Easement”), under, over, across, through and upon Landowner’s Property (“Permanent Easement Area”).

EXEMPT FROM STATE DEED TAX

The rights of the City also include the right of the City, its contractors, agents and servants to enter upon the Permanent Easement Area at all reasonable times for the purposes of accessing the Permanent Easement for hydrant flushing and hydrant valve operating, as necessary, and to remove obstructions interfering with the location use and maintenance of the Permanent 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 Permanent Easement Area or the Landowner's Property prior to the date hereof.

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

The Landowner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the Landowner's Property described above and the Permanent Easement Area described above and has good right to grant and convey the Permanent Easement herein to the City.

This Easement is binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.

This Easement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

[The remainder of 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

HEMINGWAY INDUSTRIAL, LLC

Its: Manager

[illegible]

Notary Public

Korine Land, #262432
LeVander, Gillen, & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
(651) 451-1831



COTTAGE GROVE CITY COUNCIL

12800 RAVINE PARKWAY SOUTH
COTTAGE GROVE, MINNESOTA 55016

AUGUST 17, 2022

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 Green Garden Awards and Public Landscaping Improvements Presentation

Staff Recommendation: 1. Receive presentation and present 2022 Green Garden Awards. 2. Receive Public Landscaping Improvements presentation from the Parks and Recreation horticulture team.

7 CONSENT AGENDA

A City Council Meeting Minutes - July 13, 2022, Special Meeting

Staff Recommendation: Approve July 13, 2022, Special Meeting Minutes.

B City Council Meeting Minutes - July 20, 2022, Regular Meeting

Staff Recommendation: Approve July 20, 2022, Regular Meeting Minutes.

C Compost Site Agreements

Staff Recommendation: Approve the First Amendment to the Lease Agreement with WAG Farms, Inc. and the Yard Waste Operations and Maintenance Agreement with Rumpca Companies, Inc.

D IT Manager Tuition Agreement

Staff Recommendation: Approve the tuition agreement between the City and IT Manager Brian Bluhm.

E Mobile Food Unit License

Staff Recommendation: Approve the Mobile Food Unit License for Rollin Nolens BBQ.

F Rental License Approvals

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

G Enclave Development/Hemingway Industrial – Approve Permanent Easement

Staff Recommendation: Approve the permanent easement agreement with Hemingway Industrial, LLC, subject to minor modifications by the City Attorney.

H South District Street & Utility Improvements - Change Order #1

Staff Recommendation: Approve Change Order #1 revising the contract language for the South District Street and Utility Project, to adjust the Phase 1 scope into two phases and extend the Phase 1b completion dates as noted in the included change order.

I Convention and Visitors Bureau Member Appointment

Staff Recommendation: Appoint Steve Hanson to fill the vacant seat on the Convention and Visitors Bureau Board of Directors.

J Economic Development Authority Member Appointment

Staff Recommendation: Appoint Sandi Scott to fill an unexpired term on the Economic Development Authority ending July 21, 2026.

K Communications Manager Hiring

Staff Recommendation: Approve the hiring of Eric Rigby as Communications Manager.

L Council Appointed Personnel

Staff Recommendation: Adopt Resolution 2022-113 appointing Joseph Fischbach, Deputy City Clerk.

8 APPROVE DISBURSEMENTS

- A Approve payments for the period of 8-3-2022 through 8-11-2022 in the amount of \$1,273,809.67.

9 PUBLIC HEARINGS

10 BID AWARDS

11 REGULAR AGENDA

A Cottage Grove Logistics Park (NorthPoint Development) – Phase 1a

Staff Recommendation: 1. Adopt Resolution 2022-111 approving the Final Plat for Cottage Grove Logistics Park Second Addition and the Cottage Grove Logistics Park Phase 1a Site Plan for construction of approximately 520,000 square feet of warehouse, light manufacturing, distribution, and office space. 2. Approve the Cottage Grove Logistics Park Development Agreement with NP BGP Cottage Grove Logistics park, LLC. 3. Adopt Resolution 2022-112 approving the Cottage Grove Logistics Park Development Plans dated June 20, 2022, prepared by Kimley-Horn and Associates.

12 COUNCIL COMMENTS AND REQUESTS

13 WORKSHOPS - OPEN TO PUBLIC

14 WORKSHOPS - CLOSED TO PUBLIC

15 ADJOURNMENT



City Council Action Request

3A

Meeting Date 7/27/2022

Department Finance

Agenda Category Agenda Item

Title Budget PowerPoint

Staff

Recommendation

Budget Implication Based on Discussion

Attachments



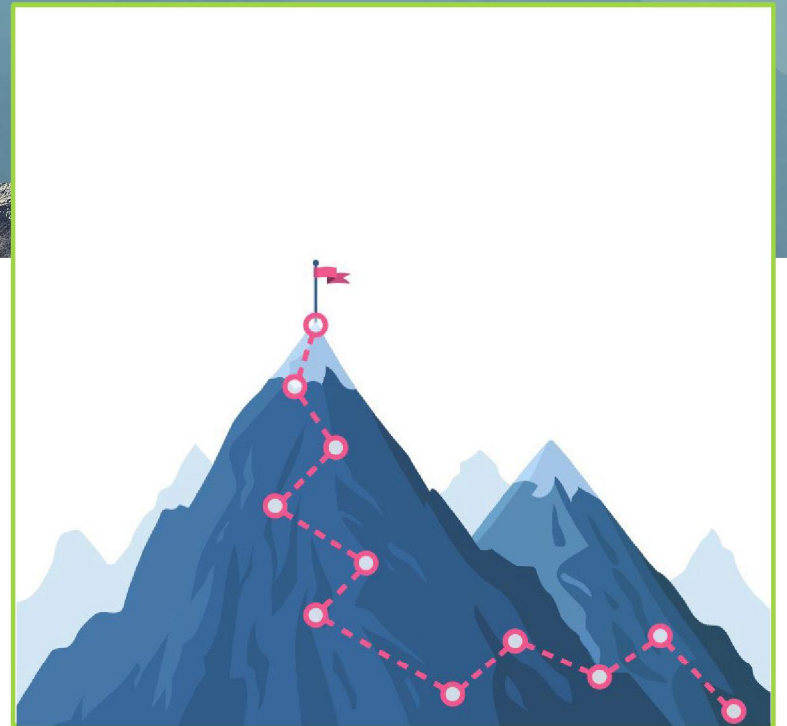
2022-2023 Budget Workshop Presentation

August 10, 2022





MANAGING SUSTAINABLE GROWTH



STRATEGIC PLANNING FOCUS

Managing Sustainable Growth



Reforming organizational culture



Recreational destination



Engaging community





Parks & Recreation

Including Ice Arena and River Oaks





Parks & Recreation

Park Maintenance

2022 Accomplishments

- Received DNR/Federal grant of \$500,000 and Washington County Legacy funding of \$500,000 for purchase of Mississippi Dunes parkland.
- Launched Reimagining Recreation community engagement program.
- Construction of Glacial Valley Community Park site improvements.
- Replaced two playgrounds, one basketball court, three backstops and one package of sports lighting.
- Coordinated services for many new or revisited events and festivals while managing increasing demand for facility rentals.

2023 Goals

- Continue protecting and growing habitat improvement projects including those active sites at Camel's Hump, Settler's Island and Kingston Park.
- Soft open of Still Ponds Park for passive recreational use.
- Construct Glacial Valley Park building.
- Reconstruct Hamlet Park courts, replace Thompson, Pine Tree Pond and Ideal Park playgrounds and replace sports lighting at Pine Tree Valley Park
- Continue staff development to achieve efficiencies in operations



Parks & Recreation

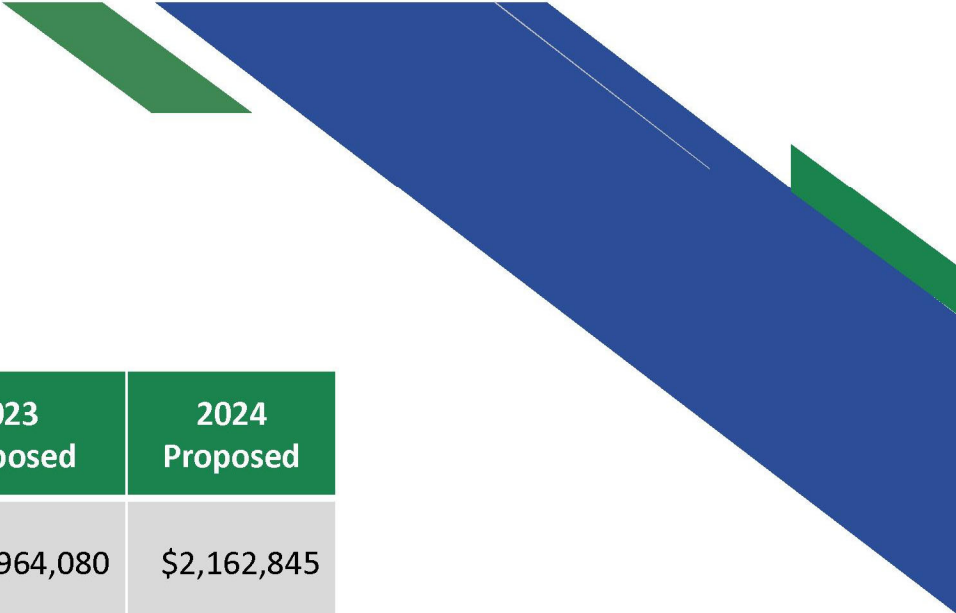
Recreation Programs

2022 Accomplishments

- Expanded program offerings in response to demand.
- Received grant for archery program equipment.
- Reinvigorated Strawberry Fest programs, Business Showcase and Blood Drive.
- Managing continued growth in facility/event permitting for park facilities.
- Filled Supervised Playground program to 95% capacity.
- Launched free event "Recreation @ River Oaks".

2023 Goals

- Continue to respond to community needs by being flexible with program offerings.
- Identify community demographics that may be unaware of park policies, places, programs and services due to information accessibility/language barriers; determine new methods of outreach.
- Help to formulate strategic direction for Reimagining Recreation.
- Modify facility rental administration to improve customer experiences.
- Achieve 45% cost recovery.



Parks & Recreation

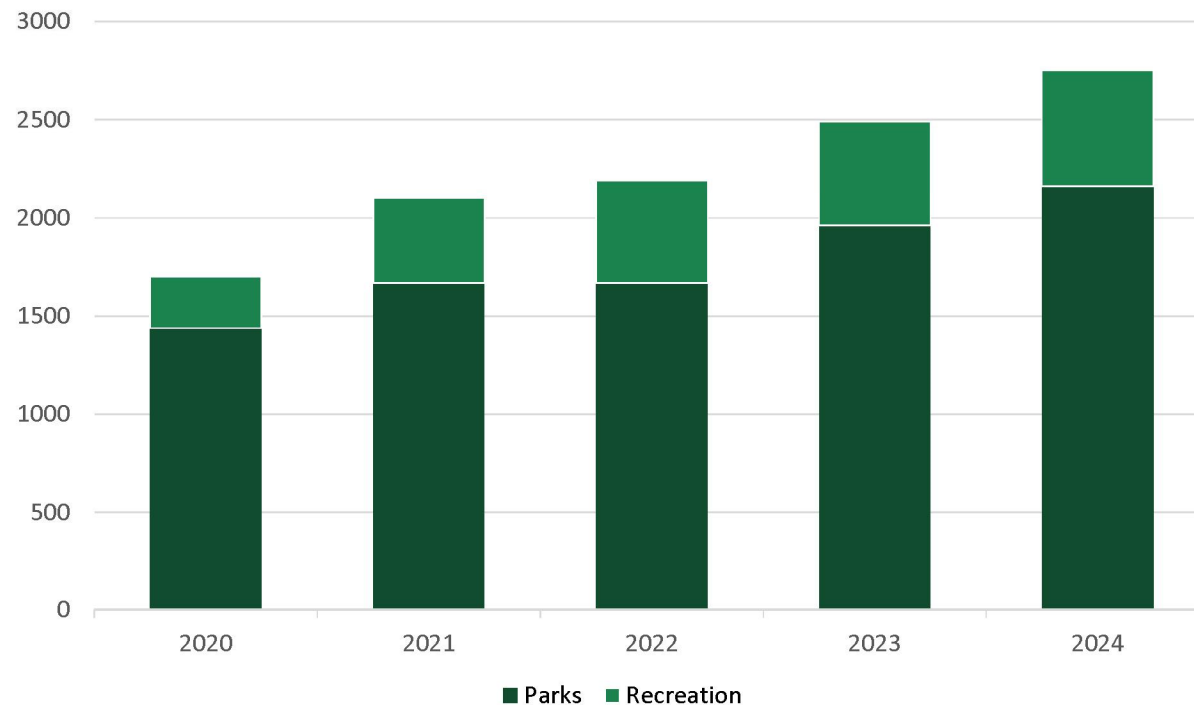
General fund divisions

	2020 Actual	2021 Actual	2022 Adopted	2023 Proposed	2024 Proposed
Park Maintenance	\$1,437,829	\$1,670,092	\$1,669,895	\$1,964,080	\$2,162,845
Recreation	\$262,311	\$432,805	\$518,960	\$527,550	\$588,560

Parks & Recreation

Trends (in Thousands)

- BA: Add one FTE Park maintenance w/truck \$145,000 (Not currently in budget)
- BA: Add two seasonal and one intern staff \$25,100
- BA: Increase operating supplies and portable restroom rentals \$10,000 each
- BA: Increase landscaping supplies \$12,500 (Not currently in budget)



Ice Arena

Parks & Recreation

2022 Accomplishments

- Reinvigorated skating school and grew program.
- Relaunched Ice Show, Ice Skating Competition and several hockey tournaments.
- Fully operated concession stand.
- Grew ice sales by 15% through first two quarters of 2022.
- Helped CGAA develop agreement to build a dryland fitness center in mezzanine.
- Replaced last of fluorescent lighting with LED's.

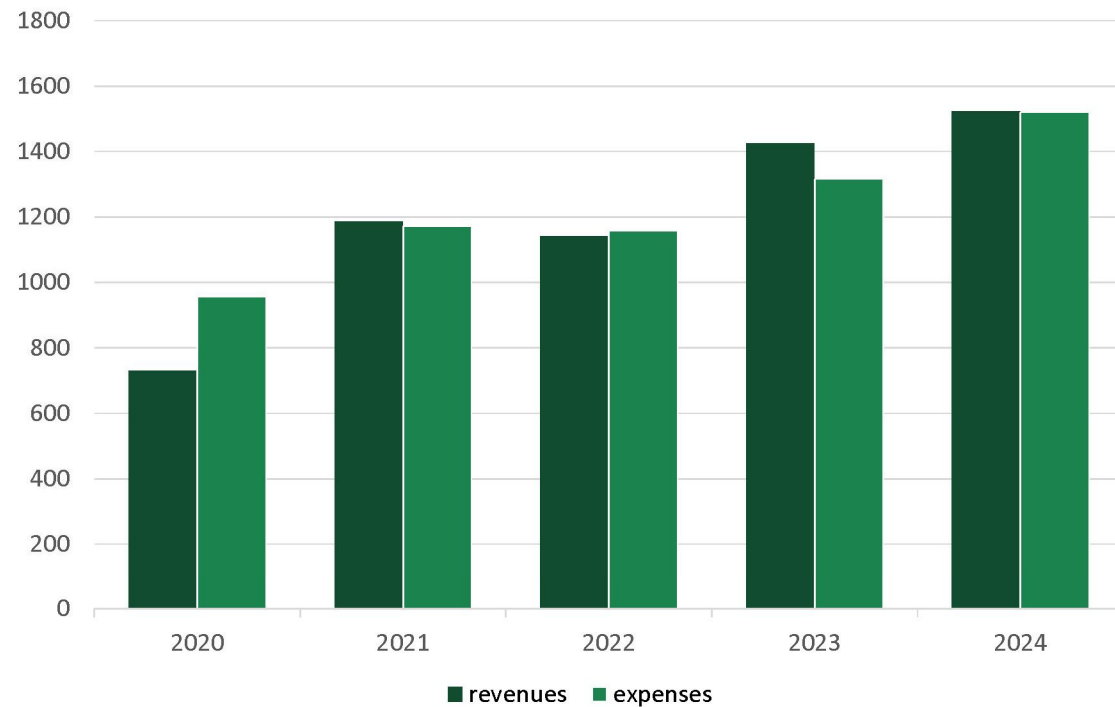
2023 Goals

- Launch 3 vs 3 league.
- Continue to increase rental sales.
- Continue to modify skating school to meet customer demands.
- Aid high school hockey programs in expanding locker room facilities.
- Purchase ice painting equipment to reduce costs.
- Upgrade lower warming room and restrooms.

Ice Arena

Trends (in Thousands)

- BA: Exterior door replacement \$8,000
- BA: Ice painting equipment \$7,000
- BA: Warming room and restroom upgrades \$39,000
- BA: Perfect Fryer \$13,000
- 2024-Dehumidifier \$250,000



River Oaks

Parks & Recreation

2022 Accomplishments

- On track for operational profit.
- On track for over 40,000 rounds of golf
- Expanded patio and added new furniture to improve guest experiences.
- Net revenue for both golf and clubhouse services are up for first half of 2022 despite terrible spring weather.

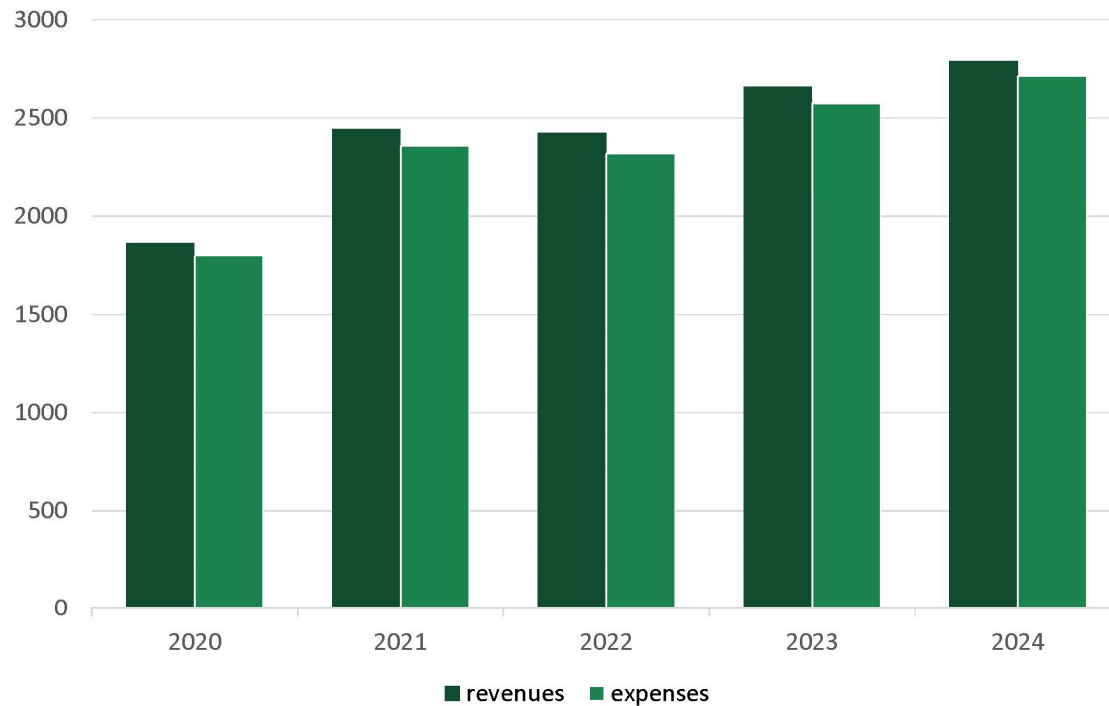
2023 Goals

- Grow clubhouse revenue through Eagles Bar & Grill service and expanded programs, events and rental services
- Manage new irrigation system and course improvements project while keeping course open for play.
- Replace deteriorated trail sections.
- Replace clubhouse flooring.

River Oaks

Trends (in Thousands)

- 2023 BA: Replace utility vehicles (3) \$60,000
- 2023 and 2024 BA: Irrigation & course improvements \$183,000
- 2023 and 2024 BA: Allotment for innovative golf improvements \$10,300
- 2023 Update clubhouse flooring \$36,050





Public Works

Engineering, Streets, Signs, Snow Removal, PW Admin., Forestry, Utilities, Fleet & Facilities





Public Works

Streets, Signs, Snowplowing, and Stormwater

2022 Accomplishments

- Paved over 3000 tons of asphalt by the end of August
- Treated 500 trees for Emerald Ash Bore by end of August & trimmed 1,775 blvd. trees, 464 in house, 1,311 contractor
- Implemented the use of pre-wetting on two new trucks
- Completed maintenance to enhance water quality and rate control in stormwater basins
- Repaired trails, sidewalks, and curbs for damage.
- Ensured all school zones were operational prior to the commencement of school

2023 Goals

- Re-organize plow routes to be more efficient and implement a 14th route
- Repair potholes before June 1st
- Clean all storm water sumps out by October 1st
- Remove a portion of the 130 ash trees on the voluntary removal list
- Continue work on stormwater collector app in GIS
- Pave over 3000 tons of asphalt by end of August
- Conduct bi-annual traffic counts for MN DOT State Aid

Public Works

General fund divisions

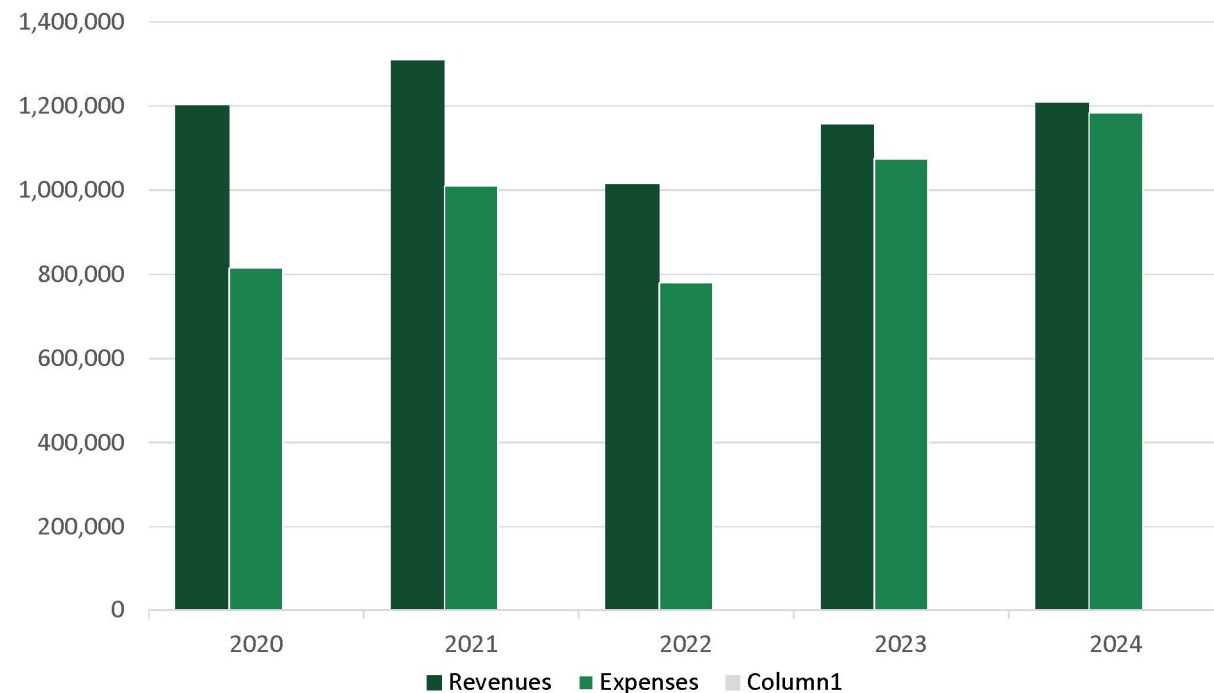
	2020 Actual	2021 Actual	2022 Adopted	2023 Proposed	2024 Proposed
Streets	\$1,486,483	\$1,591,038	\$1,597,725	\$1,824,495	\$1,906,020
Signs	\$214,510	\$200,334	\$241,420	\$241,710	\$251,811
Snow removal	\$683,845	\$636,512	\$768,210	\$869,500	\$900,530
Forestry	\$304,120	\$377,671	\$372,530	\$394,670	\$409,171

- 2023 - PSW – Streets
- 2023 - Streets Pick-up
- 2023 - Salt Budget \$22,350

Storm Water Utility

Trends (in Thousands)

- Based on 2022-2026 Stormwater Utility Fund Plan. 3% rate increase per year.
- Pick-up truck for New Storm Lead
- \$50,000 increase for maintenance and repair
- MS4 permit fee increase \$6,000



Stormwater Rates

Comparison 2020-2024

Rate Structure	Property Type	2020 Actual	2021 Actual	2022 Adopted	2023 Proposed	2024 Proposed
Residential Base Charge Per Month	Single Family Home	\$5.50	\$5.75	\$5.92	\$6.10	\$6.28
	Town Home	\$2.65	\$2.78	\$2.86	\$2.95	\$3.04
	Apartment	\$1.30	\$1.35	\$1.39	\$1.43	\$1.48
	1.5+ Acre Residential	\$4.05	\$4.25	\$4.38	\$4.51	\$4.64
Per Parcel w/ Structure, Per Year	Agricultural Land w/ Structure	\$66.15	\$66.15	\$68.13	\$70.18	\$72.28
Per Acre, Per Year	Cemeteries Golf Course Mining	\$10.15	\$10.15	\$10.45	\$10.77	\$11.09
Per Impervious Surface Acre, Per Month	Churches Commercial/Industrial Schools	\$21.25	\$22.30	\$22.97	\$23.66	\$24.37



Public Works

Public Works Administration

2022 Accomplishments

- Identified and began work on a new GIS based online work order system, utilizing existing PubWorks software
- Hosted another successful Spring Clean-up Day in May
- Worked with Ethical Leaders in Action to develop a leadership course for Public Works & Parks Maintenance supervisory staff

2023 Goals

- Implement the new GIS based online work order system
- Host the Public Works/Parks Open House in September 2023
- Review options and implement a program for "future leaders" in Public Works

Public Works

Engineering

2022 Accomplishments

- Successfully delivered over \$37,000,000 in construction projects.
- Began design on the Low Zone Water Treatment Plant and construction on the Low Zone Raw Watermain Project.
- Began construction for a third watermain extension project to connect approximately 40 additional properties to City water.
- Completed Draft Sanitary Sewer Comprehensive Plan
- Secured \$3,000,000 in federal funding for the Shoppes at Cottage View and have support from the House Appropriations committee for \$7,800,000 for 80th Street Improvements

2023 Goals

- Successfully reach Substantial Completion for the construction of the East Point Douglas and Jamaica Avenue project
- Construct the Low Zone Water Treatment Plant and Well 13
- Continue to support the County's design work for the future 100th St Extension
- Continue to pursue funding sources for 100th Street Extension, Shoppes at Cottage View, and 80th Street

Public Works

General fund divisions

	2020 Actual	2021 Actual	2022 Adopted	2023 Proposed	2024 Proposed
Expenses					
PW Admin	\$462,952	\$416,132	\$422,600	\$477,110	\$585,030
Engineering	\$373,723	\$401,798	\$395,455	\$587,610	\$733,920
Revenues					
Engineering	\$875,267	\$819,252	\$650,000	\$775,000	\$701,000

- PW Administration
 - PW Management Analyst (2024)
- Engineering
 - City Engineer (2023)
 - Sustainability Engineer (2024)

Public Works

Utilities

2022 Accomplishments

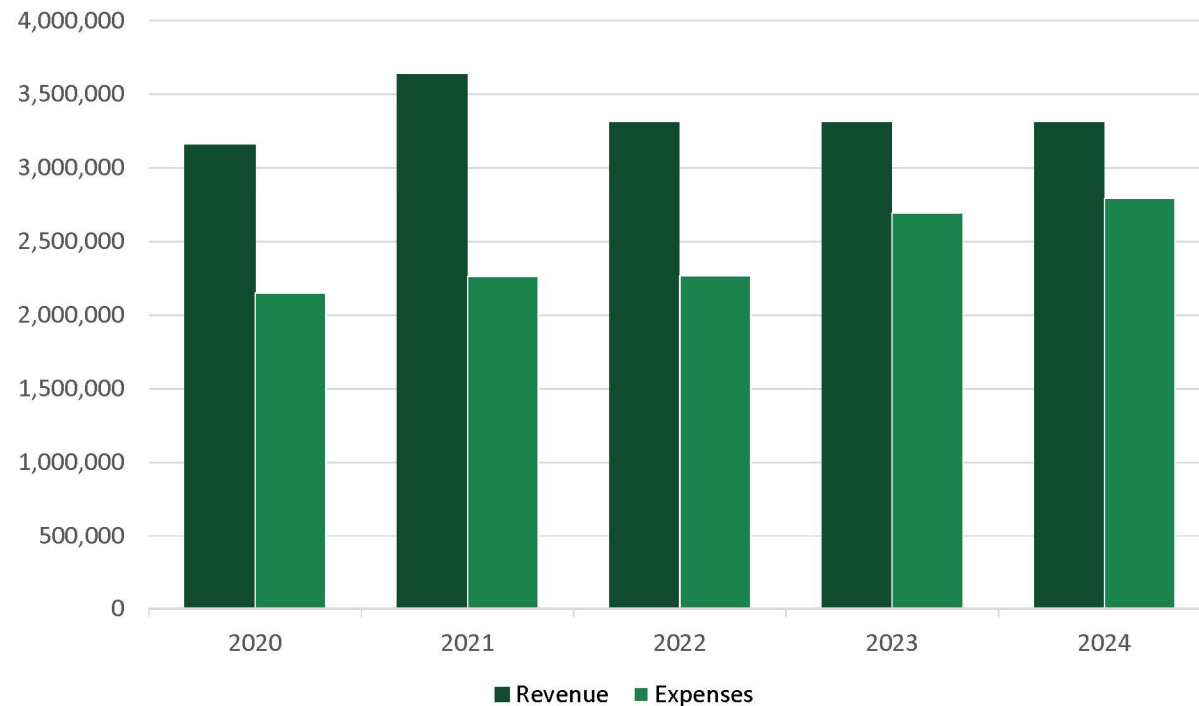
- Continued delivery of quality drinking water
- Added water main for Goodview Ave residents
- Upgraded two traffic signal cabinets that had old and outdated equipment
- Kept up with numerous construction projects, both residential and commercial
- Assisted with design of the Low Zone Water Treatment Plant and Low Zone Water Tower
- Started design of additional interim treatment plants, due to the new EPA & MDH standards for PFAS.

2023 Goals

- Continue working on Low Zone Water Treatment Plant, begin final design of the Intermediate Zone Plat.
- Begin construction of the Low Zone Water Tower
- Continue implementing the sanitary sewer maintenance program throughout the City. This 5-7 yr. plan will be carried out by in-house & contracted cleaning, reducing liability claims related to sewer back-ups in residential and commercial properties

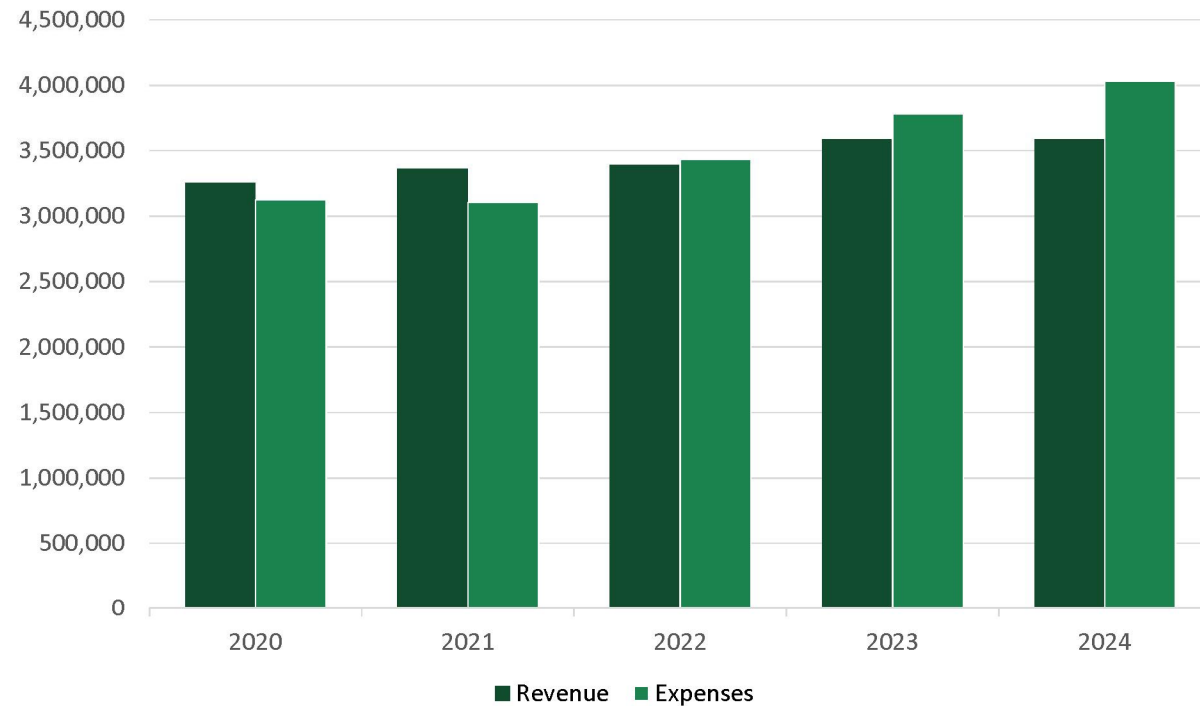
Water Utility

- Rate Study. Last rate increase was 2019.
- PSW-Utility position in 2023. Funded by 3M Settlement
- Utility Billing Clerk in 2023
- Pick-up in 2023



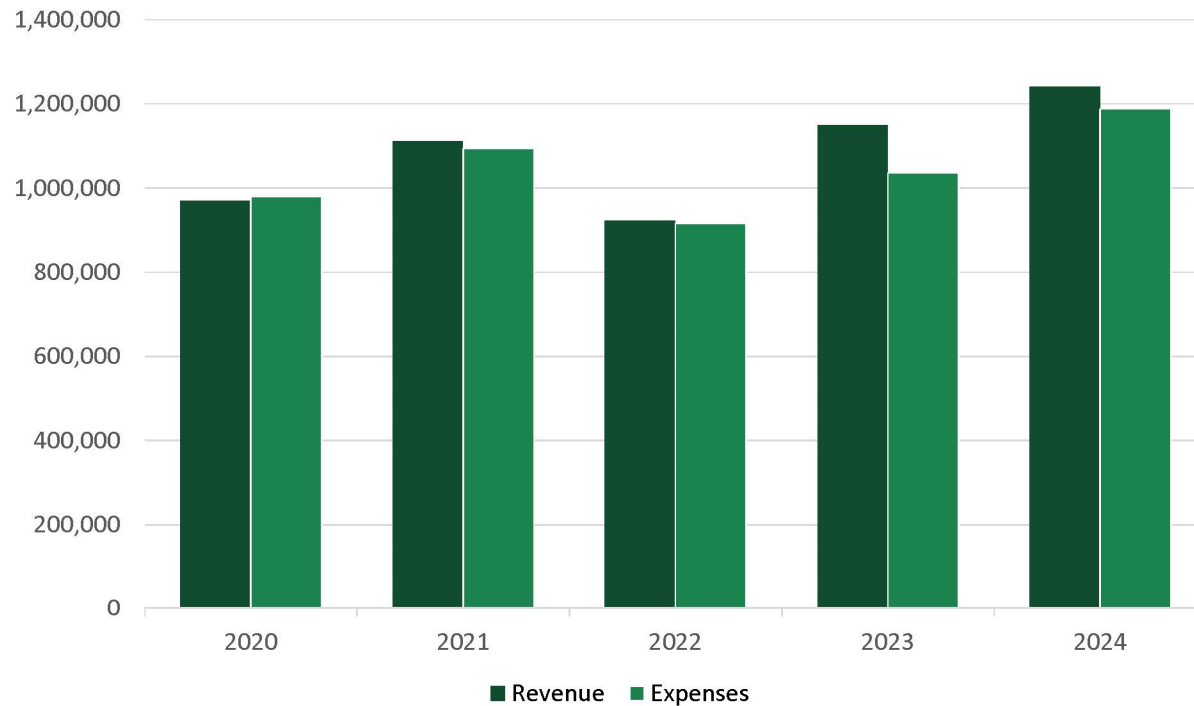
Sanitary Sewer Utility

- Rate Study
- Utility Billing Clerk-2023
- New PSW shared with Street lights in 2024
- Wastewater Charge Increases from Met Council (20.44% in 2022 and 10.16% in 2023)



Streetlight Utility

- Streetlight Study identified 3% increases. Budget includes 8% increases.
- New PSW to be shared with Sewer in 2024



Streetlight Utility Rates

Comparison 2019-2024

Rate Structure	Property Type	2019 Actual	2020 Actual	2021 Adopted	2022 Adopted	2023 Proposed	2024 Proposed
Per Lot, Per Month	Residential City-Owned	\$3.12	\$3.27	\$3.46	\$5.00	\$5.40	\$5.80
	Residential Xcel-Owned	\$5.70	\$5.70	\$5.70	\$6.00	\$6.48	\$7.00
Per Lot, Per Year	Rural	\$4.75	\$5.00	\$5.25	\$5.25	\$5.25	\$5.25
Per RLE, Per Month	Commercial Churches Town Homes Schools Multifamily	\$3.12	\$3.27	\$3.46	\$5.00	\$5.40	\$5.80
Monthly Maintenance Fee		\$1.08	\$1.13	\$1.16	-	-	-



Public Works

Fleet & Facilities

2022 Accomplishments

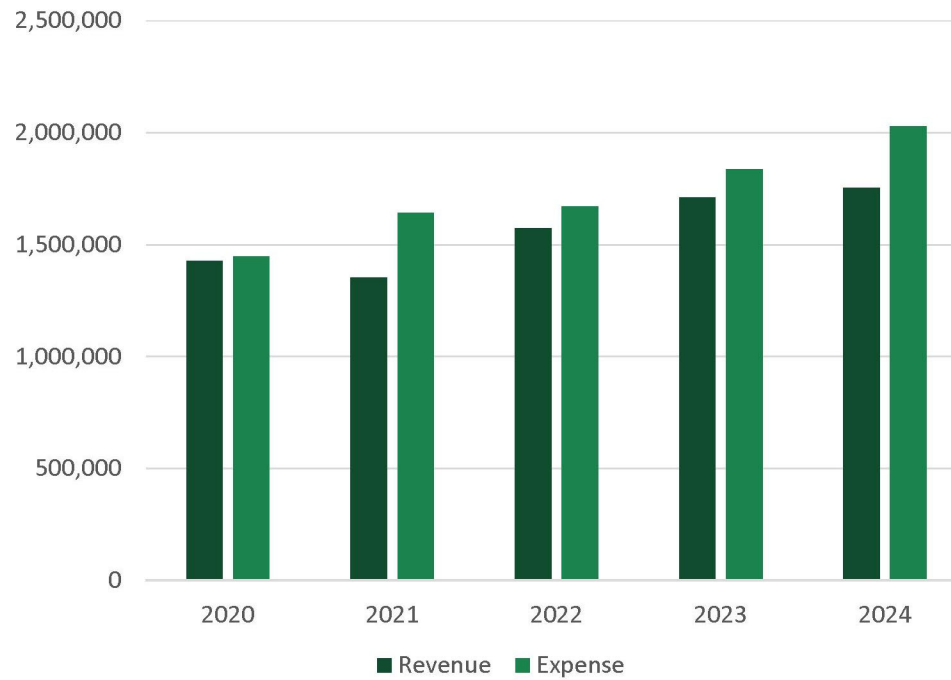
- Converted all 7 Western Star dump trucks to the same computer and control layout for plowing
- Completed 1052 work orders in fleet and 261 building maintenance throughout 2021. Over 190 facilities requests and 567 fleet work orders in 2022 to date
- Started roof inspection reports on facilities and developed life cycle costs

2023 Goals

- Continue developing a capital improvement plan for each City owned facility
- Continue to evaluate inhouse installation of vehicle equipment compared to outsourcing
- Utilize equipment manufacturer's training opportunities

Fleet & Facilities

- 2024 Expense is due to Capital.

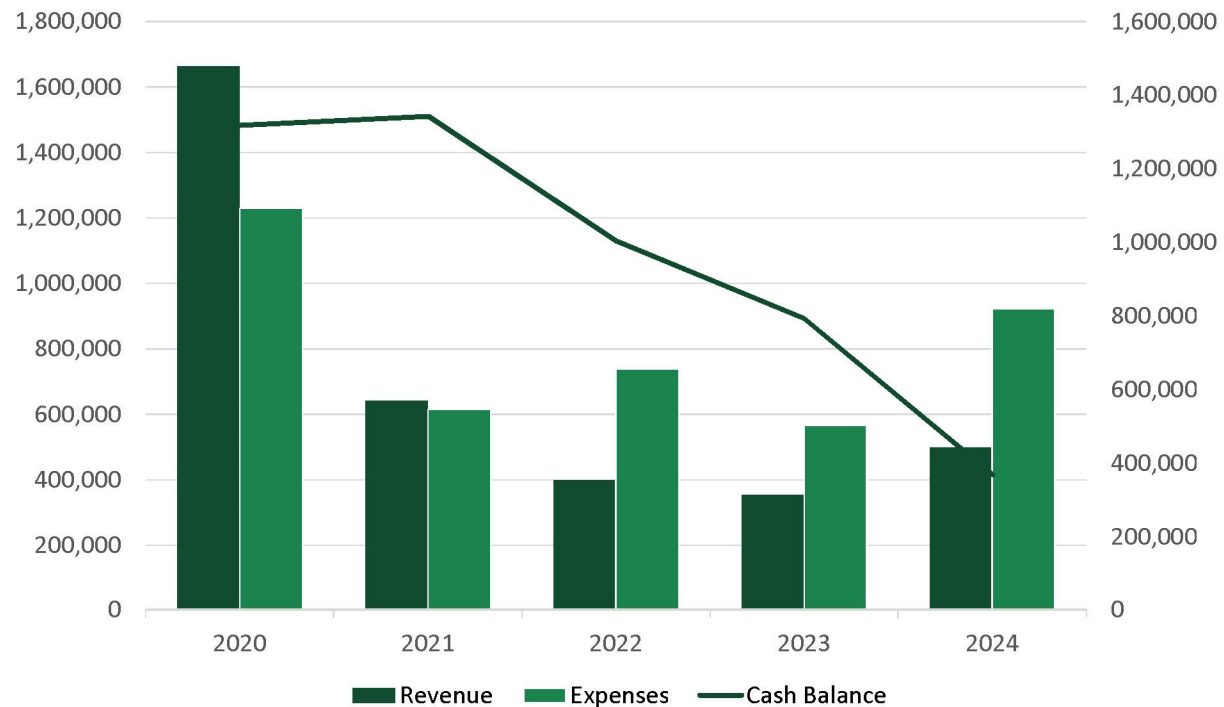




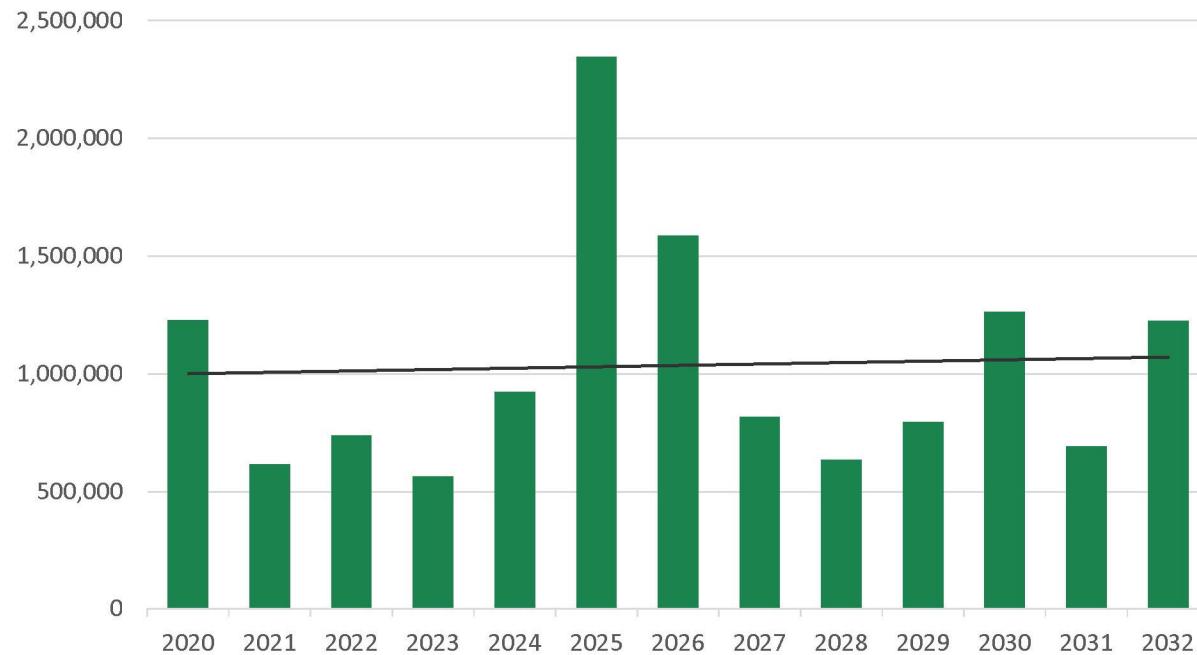
Equipment Replacement

Equipment Replacement

- Equipment Replacement Memo
- Total Request information included in packet along with 5 and 10-year schedule



Equipment Replacement Requests



2023 Equipment Replacement

New Equipment

- Pickup-Water-\$55,000
- Pickup-Stormwater-\$55,000
- Pickup-Streets-\$55,000
- Ballfield Groomer-Parks-\$41,000
- Add Hoist, Replace Hoist-Fleet-\$53,000

Replacement Equipment

- One ton- Parks - \$100,000
- One ton – Streets - \$100,000
- Two pickups – Parks \$110,000
- One police vehicle \$45,000
- 800 mhz. fire radios \$62,550
- One pickup – Water \$ 55,000

Totals

- Equipment Replacement Fund-\$566,550
- Water Fund-\$110,000
- Stormwater Fund-\$55,000

Next Budget Workshop August 31, 2022





City Council Action Request

6A

Meeting Date	8/17/2022
Department	Parks and Recreation
Agenda Category	Presentations
Title	2022 Green Garden Awards and Public Landscaping Improvements Presentation
Staff Recommendation	1. Receive presentation and present 2022 Green Garden Awards. 2. Receive Public Landscaping Improvements presentation from the Parks and Recreation horticulture team.
Budget Implication	N/A
Attachments	



City Council Action Request

7A

Meeting Date	8/17/2022	
Department	Administration	
Agenda Category	Consent Agenda	
Title	City Council Meeting Minutes - July 13, 2022, Special Meeting	
Staff Recommendation	Approve July 13, 2022, Special Meeting Minutes.	
Budget Implication	N/A	
Attachments	7-13-2022 City Council Special Meeting.tif	181.19MB

MINUTES

COTTAGE GROVE CITY COUNCIL

COUNCIL CHAMBER
12800 RAVINE PARKWAY SOUTH

July 13, 2022

SPECIAL MEETING - 5:00 P.M. **TRAINING ROOM**

1. CALL TO ORDER

Mayor Bailey called the Special Meeting to order at 5:00 p.m.

2. ROLL CALL

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

3. CONSENT AGENDA

- A. Approve the City Council Meeting Minutes from the June 15, 2022, Regular Meeting.
- B. Authorize issuance of a single-occasion gambling permit to the Lions Club to conduct a raffle at 7155 Jorgensen Avenue South on October 20, 2022.
- C. Authorize issuance of a single-occasion gambling permit to Zion Lutheran Church to conduct a raffle at 8500 Hillside Trail on August 11, 2022.
- D. Authorize the Public Safety Department to continue participating in the Minnesota Law Enforcement Support Office and the State Plan of Operation.
- E. Authorize purchase agreement for the purchase of a 2024 Dodge 5500 Ambulance from Everest Emergency Vehicles at an estimated cost of \$305,000, with payment due upon delivery in mid-to-late 2024.
- F. Authorize entering into the Records Management System Data Sharing Joint Powers Agreement with Washington County and authorize the information Security Policy Local Agency Security Addendum.
- G. Adopt Resolution 2022-104 approving an amended conditional use permit and authorization to relocate an existing dwelling to the subject property at 9979 80th Street South.

None of the Council Members pulled any Consent Agenda items for further comment and/or discussion.

Motion by Council Member Olsen to approve Consent Agenda; second by Council Member Khambata. Motion carried: 5-0.

4. APPROVE DISBURSEMENTS

Approve payments for the period of 6-10-2022 through 7-07-2022 in the amount of \$3,065,893.25.

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

5. WORKSHOP – OPEN TO THE PUBLIC

A. City Code Recodification Workshop Session 2 - Title 11 - Zoning Code

Assistant City Attorney Amanda Johnson recapped topics from the April meeting; Council directed staff to study single-family districts, the impact of potential district consolidation, and wanted some feedback on the process for Citywide Rezoning. Staff came up with some options for the R districts, mapped out a plan for Citywide Rezoning, and generally reviewed the Zoning Code.

Tonight, we'll answer Council's questions and finish Title 11 of the Zoning Code. Throughout the presentation, you'll see there are a couple items that are still under construction, for which we're seeking Council feedback. Once received, we'll complete the section review on a few items, architectural standards, parking issues, etc. We'll do a final cleanup on the ordinances, and then they'll be ready for Planning Commission review. Attorney Johnson stated she and Christine Costello, Economic Development Director, would present information, after which City Attorney Korine Land would speak about legislation that was recently passed and its effect. Then we'll talk about the timeline for the Citywide Rezoning.

Director Costello stated questions were asked in April, so she'd clarify some things, and then we'd discuss those. The first was clarification on why single-family neighborhoods were zoned to allow higher density. Questions were also asked about differences between R-3 and R-4 and lot area, which all play into each other.

Staff analyzed Comprehensive Plans from 1980 to 1990 and 1990 to 2000, and it was clear that at that time zoning matched the Comprehensive Plan. The Comprehensive Plan required minimum densities at that time, and the neighborhoods were rezoned to match the Comprehensive Plan Land Use. Currently, Zoning Code allows for single-family dwellings in all of our Zoning Districts up to R-6. The Metropolitan Council now definitely has more robust requirements from the minimum density requirement, population forecasting, serviceability; some of those items they didn't have in the past. Currently, our Zoning Code allows single family, duplexes, townhomes, and quads in R-4, R-5, and R-6. The only thing those properties need to meet is the minimum district requirements for setbacks and so forth.

We chose the Hidden Valley neighborhood as an example; for the Comprehensive Plan from 1980 to 1990, the Land Use Map shows medium and low density, and that's reflected in the zoning map. We looked at the next Comprehensive Plan, 1990 to 2000, and again it reflects that low density and medium density. We also looked at the Ridgewood subdivision area, north of Walmart and south of 90th Street. The Land Use Map shows single family, low density, and medium density, which again was reflected in the zoning ordinance at that time. The change came in on the 1990 to 2000 Comprehensive Plan; in that Land Use Map, it showed it all as low-density residential. At that time, though, the zoning wasn't changed to reflect that. Unfortunately, current staff cannot find a reason as to why that happened, but as you've previously heard from Attorney Land, zoning and the Comprehensive Plan should usually match; so, that's something that we'll correct with our next Comprehensive Plan. The R-5 should have been changed to reflect that low density.

Since 2017, developments have been zoned R-3, with a Planned Unit Development (PUD) overlay, which allows lot sizes that closer align to our current R-4; this includes Calarosa and Summers Landing. Senior Planner Mike Mrosia did some GIS work to review current R-4 properties to see if they had any lot areas similar to R-3. One thought from staff was to propose minimum standards to limit the ability for multifamily within the single-family residential district. She displayed a map that showed the layout of the lot sizes throughout the whole community, which showed the averaging.

Planner Mrosia added most of the community is zoned R-3; that requires a total lot area of 10,000 square-feet, up to 11,000. The vast majority of the City is over 11,000 square-feet for total lot area. The average lot area of properties zoned R-3 is 14,000 square-feet. In the R-4 district, the average there comes down to 12,000 square-feet. However, as we did the study, we found some nuances; a subdivision across the street from Hidden Valley, on Hinton, had some 60-foot lots and it's zoned R-4. That was approved in the early 1990s, and there was another case study of some other smaller lots, 65-to-70 feet, and those were done in the 1980s. As development occurred in the community, the lot sizes decreased; current projects now have lot widths down to 55 and 65 feet.

Director Costello stated in April it was asked why we had R-3, called single family, and R-4, called low density, and the purpose of that. We looked at the potential of keeping R-3 as strictly single family and have R-4 maybe become this Transitional Residential District; it would potentially allow single family, but would also allow townhomes, duplexes, twin homes, etc. It would serve as a buffer district between our traditional single family detached to our more intense residential medium density, and then R-6, which would be apartment buildings. As part of that analysis, she displayed the current zoning map of the community: Brighter yellow in the middle is R-3; tan is R-4; the groups along the north that are hatched are either the Planned Development Overlay (PDO) district or that was the zoning itself. So, it's always been difficult, as it's kind of a mismatch, and we wanted to simplify it, so the standards were clear. Director Costello then displayed the proposed zoning map.

Planner Mrosia stated at the last meeting we talked about taking the R-2.5 and rezoning that to R-3, and the question was if we'd then need the R-4 District. We did a deep dive and determined to get rid of the current R-4 standards and move that more

towards a Transitional Zoning District, Hinton Woods would be transitional; it would be a mix of townhouses and single-family lots that are not meeting the current standards of the proposed R-3 District. Recently approved developments, Graymont Village and Preserve at Prairie Dunes, have two types of products in them, including a detached product with 55-foot and less lots; so, it's more of a transition from your typical single-family housing to your medium density, it's in between. That's where we're currently going with the proposed R-4 District. He stated we also looked at maybe splitting Hinton Woods into medium density, or R-5 for townhomes, and then single family, but the densities don't work, and it's guided medium density. So, we had to play a game here with the current Comprehensive Plan and the zoning ordinance.

Director Costello stated the current Comprehensive Plan for the Metropolitan Council has density requirements we need to meet; when we guide things, we need to meet that density. She stated they also looked at the Industrial District. Currently, we have five Industrial Districts, which is overkill; we're considering decreasing those down to three. Most of the area would stay where our current Business Park is: North Star Sheets, the marshalling yards, Up North Plastics, which are heavy industrial, along with 3M. The island is kept as Commercial Excavation; we haven't changed that. Ryan Companies is looking at the property at Jamaica and 100th Street, currently guided I-1, and we always considered maybe cold storage as a potential use at that site. Under the I-1 District, cold storage is not listed as a permitted or conditional use, meaning that it would not be allowed. By changing this, we can now have that type of use at that location.

Mayor Bailey asked how making those changes would affect the Comprehensive Plan for the Metropolitan Council. By doing this in-between zoning, like an I-1 to an I-4, if we'd need to submit an Amendment to the Comprehensive Plan or if that's something we can say we're doing because we're updating our zoning requirements. Director Costello replied we're just updating zoning requirements, and density requirements are only for residential areas, so we wouldn't need to amend the Comprehensive Plan.

Council Member Khambata asked which two Industrial Districts are going to go away. Director Costello replied I-1 and I-2 would combine and become I-1, and I-3 and I-5 would combine and become I-2. Attorney Johnson stated that she'd review Industrial Zoning later on tonight.

Attorney Johnson stated Council was concerned that R-3, as it's currently written, would allow duplexes next to a single-family property. One of the questions was how do we protect our single-family neighborhoods to maintain their nature. Staff found in order to do that, we need to keep R-3 and R-4, and then we would be shifting all of our single family that we can shift into R-3; that's why you saw the map go from tan to mostly yellow. We're proposing taking all of that tan and making it yellow; those are actually all single-family homes that are now going to be protected in the R-3 District. Right now, they're not protected because they're in R-4. Then R-4 becomes really small lot single-family properties, duplexes, or twin homes, more of those types of products, which we call transitioning into multifamily.

Council Member Thiede asked about Calarosa; Director Costello stated that was one that had townhomes as well as single-family homes. Planner Mroska stated this was on the Comprehensive Plan, so we cannot change it to medium density because the

Comprehensive Plan guides it as low density. So, we had to put something in between, and that's where the R-4 comes in. We're not quite medium density in the Land Use Plan, but there is a medium-density product.

Mayor Bailey stated Calarosa told us they really wanted higher density versus single family, which is why we did that. He asked if that was the case to the right, where it's angled by County Road 19; Planner Mrosia replied no, those are the strip townhomes. The Comprehensive Plan guides this as low density, and we don't want to do any Comprehensive Plan Amendments that are not necessary. So, right now, we're just going to have to re-guide those townhome units in Calarosa and the twin homes to R-4; however, in the next Comprehensive Plan cycle, we could re-guide those areas to medium density and switch them so they're concurrent.

Council Member Olsen asked if that's the same thing they'd do along the Ravine Parkway where there are single-family home subdivisions that are right up next to the townhomes. Planner Mrosia stated they'd look there, and Hinton Woods is another one that we'll look at again. We'll take the medium-density townhomes and make that medium and make the single family single family. That's something we'll clean up at that time; now, we're kind of caught in between. We looked hard at this to figure out how to balance it.

Council Member Olsen asked if there were other communities doing this same thing. Attorney Johnson replied no, but they all should. This is a good deep dive.

Mayor Bailey stated he likes what we're doing because he'd brought up that concern before. Attorney Johnson stated the Comprehensive Plan guides it residential, and then you guide the density of it. So, as long as you're not really making major shifts within the Comprehensive Plan where we'd need an Amendment, all we're doing is cleaning up some sort of messiness that's been created over the years to fit certain situations. It feels revolutionary because we're changing the Zoning Districts dramatically by consolidating.

Council Member Thiede stated the reality is things have changed, too. We were previously rejecting 70-foot lots in the early decades of this century.

Mayor Bailey stated as we look at what's been developed, there still isn't a lot of multifamily. There are some ideas and plans off of County Road 19 and maybe eventually down at the Shoppes at Cottage View; so, for all of the people complaining that we have too much multifamily, we really don't.

Director Costello stated we need to discuss whether Council wanted to keep Option 1, where R-3 is protected as that detached single family, or go to Option 2, R-3, but allow townhome, quads, duplexes as a conditional use but with stringent development standards.

Planner Mrosia stated if an application came in today that had strict single-family housing on a typical 65-foot lot, they're R-3. Then if it comes in with a mix of product with some 55-foot lots and some townhomes, they will go to the R-4 District. Otherwise, the option before you is you could allow townhomes in the R-3 District through a Conditional Use Permit (CUP). So, we're trying to separate them: R-3 is strictly all single family, R-4 is a kind of mix, R-5 is all townhomes, and R-6 is your multifamily.

Council Member Olsen asked if all communities aren't doing this but should be, if the builders would understand this; Attorney Johnson replied yes, it will simplify it quite a bit for the builders. In some respects, it makes it easier for them because they don't have to come in and try to get a PUD. They should be able to come in and comply with underlying zoning and be permitted. There's a tradeoff to that, there's a reason why PUDs are valued by cities, and there's a reason why they were in the last legislative session.

Council Member Olsen asked if we were doing this as a result of legislation; Attorney Johnson replied no, that's a happy coincidence. As PUDs are sort of going away or falling out of favor or going to be looked at with a much higher level of scrutiny, what we heard from all of you was single family should be protected because it's not right now. Your choices to protect it are by having R-3 that is only allowing single family, or it can be protected as R-3 allow single family and some attached products, but those attached products require stringent development standards and a CUP. You will eventually probably see some amount of attached dwelling units in your R-3. So, what does Council want: Do you want R-3 to be just single family? If so, then we have to go with Option 1. If you think there might be some attached product that's appropriate in R-3, then we would maybe go with Option 2. There might be a unique situation where it might make sense.

Council Member Olsen confirmed with Attorney Johnson that we'd still have the ability through the planning process to put requirements in place, should we allow that. She added what we don't have for Council tonight is what those stringent minimum development standards would be; if you want to go that route, we'd have to figure those out. We know it would require a CUP; as everybody knows, a CUP does not mean you get to say no, it just means you get to condition.

Mayor Bailey stated he'd prefer Option 1, thought it was the better way to go. If you asked anybody in the neighborhood if their neighbor's house burned down and they decided to build a duplex and if they'd be okay with that, the answer would be absolutely not. So, if we can do something to protect what's single family today, then we do that, and then we get these other areas that we'd be looking at in the future, opportunities with higher density.

Council Member Olsen asked if the ability to place conditions was a good thing, with the scenario Mayor Bailey just mentioned. If we limit the individual's ability to build a duplex if their house burned down, we'd still have the ability to put restrictions on the multiunit dwelling in that circumstance; that's the real challenge.

Mayor Bailey stated the challenge would be how often that would come before the Council, as we'd have to figure out to whom it's granted. If we say no, and we don't have development standards in place, we're fine because we're basically saying single family and single family. That was his personal take on it.

Council Member Olsen stated he thought if we did the CUP, we didn't have the ability to say no. Mayor Bailey stated yes, that's correct, and that's why he prefers Option 1.

Council Member Khambata stated with Option 1, if there's a more desirable area to develop, even if his product doesn't match the zoning, he would come to the City and ask if we could do a zoning amendment to make this product fit into this space. That

would be our opportunity to come back and say these are the conditions you have to meet, as you're asking for a variance. It seems with Option 1 we still have some recourse if somebody comes in with a product that doesn't fit into that category. With a CUP, we don't really get to say no, we don't want that there, or no, that won't work there; we'd just have to say zoning says you can put it there, but we want X, Y, and Z with it. If a developer wanted to come to Cottage Grove to build an entry-level or affordable housing product, how would Option 1 steer him and how does that benefit him more than Option 2? Which one of those options steers our community best; delegating the tasks and avoiding a PUD, which is expensive on the developer's side? If you work with Cottage Grove, you could avoid a PUD, but here's what we need from you instead. How does this play out in terms of marketing and actually getting the type of development we want; in guiding zoning, that's really what we're doing, we're trying to attract the right type of development in the right areas. How will this help us achieve that more efficiently or with less capital expenditure?

Attorney Johnson replied if R-3 was just strictly single family, it depends on if our affordable housing product is single family or townhomes.

Council Member Khambata said he's Capstone and wants to build 50-foot-wide, slab-on-grade, two stories; he wants to maximize his density, wants eight units per acre, so how is he going to do that?

Director Costello stated we'd probably push you into our proposed R-4 Transitional Residential District, which would allow for single family but would also allow for a duplex or a townhome or a twin home, based on your affordable housing product. It allows for smaller lots, which is more cost effective for you as an affordable developer, so we would push you towards that. That would transition between your traditional single family in the R-3 for which somebody paid market rate.

Council Member Khambata asked if he could do that without a PUD, without having to go before the Council, give his spiel, and get a special exception. Director Costello replied yes, as long as he met our setback requirements and minimum standards.

Council Member Khambata stated that's more appealing than Option 2, asking if he could do something and if it was permitted. He asked how Option 2 played out versus Option 1 in that scenario.

Attorney Johnson replied with Option 2, you would probably never be able to get into R-3 because our minimum standards would be so high. You wouldn't be looking at an R-3 Zoning District, you'd be looking at R-4. The options that we're using here aren't really what a developer would be looking at; they're going to be looking at the underlying standards in our Zoning Districts. To your point about 50-foot-wide lots, right now in R-4 it is 60; so, they'd be actually looking at R-5. Part of it is getting them to understand what we would need to have the property rezoned to or zoned correctly. In terms of Option 1 or Option 2 making a difference to a developer, it's really not going to make a difference. They care about lot widths, lot depths, and the maximum density; those are the three calculations they'll be looking at. Eventually, they'll get our standards and some other things, but those are going to be the first three. This particular conversation doesn't really have anything to do with those three.

Council Member Khambata asked how Option 1 and Option 2 would affect billable labor hours of staff. Attorney Johnson replied that's a better question; she thinks it's

much simpler because now you know that R-3 is single family, end of analysis. If you're a single-family home, you're here; if you're not, you can't be here, so then you're in R-4 or R-5 or R-6, depending upon the products and the density.

Planner Mrosia stated it will also preserve your current single-family neighborhoods. Attorney Johnson stated that's the biggest thing, that's what this is about, preserving single family. Planner Mrosia stated Hidden Valley is now zoned R-5 and R-4; with R-5, you can do some pretty dense product in there, and those lots are big.

Mayor Bailey stated in some of the older areas of Cottage Grove there are bigger lot sizes than some of the newer areas. So, you probably could get a duplex to fit on some of the lots in those neighborhoods.

Council Member Khambata stated from a density standpoint, we're not in imminent danger of this being a very common thing, but it's good foresight to have because as we get built out, that's the next more economically-viable solution with those types of creative developments. His concern is he doesn't want to consume more of staff's limited resources. So, if we do this, he just wants to make sure that it's going to streamline the process for staff, developers will be able to interpret it well, we're not discouraging development, and not making it too complicated for staff.

Planner Mrosia stated a good example is Lennar's proposed Graymont Village, and we've had conversations with them about this transition area and how it works into their big scope of things. They like this idea because we're forward thinking and trying to get ahead of the curve a little bit. We're working with them, not against them. Other communities don't want to change their standards for the big lots because it forces you to a PUD, which is a headache and a hassle.

Attorney Johnson stated staff has spent a significant amount of time thinking about what they've seen in the last five years in development, how we can make our districts look like what we've been seeing, if that's what we want; to keep aware of market demand, be developer friendly, but still protect the existing, and balance all of those things.

Planner Mrosia stated if the legislature gets going on the removal of PUDs, we're ahead of the game. Attorney Johnson said PUDs should really be the exception, not the rule.

Mayor Bailey asked Council if they were comfortable with Option 1, and they were.

Director Costello spoke about R-4, the Transitional Residential Zoning District. We're talking about reducing the lot area, both width and depth. We're seeing smaller lots, so that would allow for that type of product.

Planner Mrosia stated these are narrower lots but a longer product, but we want to make sure we preserve the useful back yard; that's the goal of this. Mayor Bailey felt that was important as many people spend time in their front yard because they don't have much of a back yard to actually use.

City Administrator Jennifer Levitt asked Planner Mrosia how Settlers Bluff with 45-foot lots would be zoned. Planner Mrosia stated in Graymont Village, which has 45-foot and 55-foot lots, they're now R-4. Cardinal Preserve is pretty close to that, as is Hinton

Woods. You're transitional, 55-foot lots, you're smaller, you're single family, you're in between. That's the way we kind of see this district.

Director Costello stated Settlers Bluff would probably be an exception to the rule. Planner Mrosia stated that's because it's guided medium density, and it's guided medium density in the Comprehensive Plan; so, it has to be zoned R-5.

Planner Schmitz told Administrator Levitt looking at Settlers Bluff, those are 45-foot land lots; the density of the development as a whole is medium density. So, that meets the land use guidance of medium density, which would push it into R-5. It kind of looks like a single-family lot, but it's not.

Council Member Khambata stated achieving that density and offering a product that's rather unique makes it look and feel like single family, but in terms of land use and tax capacity, it's still medium density; many consumers like that. It's relatively new, but he feels that's where the medium density is going to be trending. So, if that fits into a predetermined category, we're one step ahead; if we can take that off of staff's plate, knowing that type of product is going to be more prevalent in the future, again we're one step ahead.

Director Costello stated since we're allowing single family in R-4, we have to allow some type of accessory structure. As Planner Mrosia said, we want to preserve that rear yard, so we're proposing an accessory structure if you're a detached single-family dwelling within the R-4, up to a maximum of 500 square-feet. So, you'd still have a usable rear yard, and you could still have a shed if you wanted one.

Attorney Johnson reviewed changes made to the Zoning Code chapters; she asked the Council to let her know if they wished to make changes or add comments:

Chapter 1-Definitions: We looked at all of our definitions, compared that to what we're actually using for terms in the Code, and looked at modern terms and conditions provided by the American Planning Association and did some updates. We no longer use classes of restaurants. Some terms used in 1971 aren't used in the same way now, 50 years later, so we added current terminology into the Code. This section will require another run through after we have all of the feedback from the Planning Commission and the Council. We'll need to make sure that all terms are matching.

Chapter 2-Administration and Enforcement: Building permits have been moved to the Building Code section. Interim Conditional Use Permit has been renamed to Interim Use Permit, as that's the term used in State Statute. Conditional Administrative Permit has been added, it's slightly above a permitted use, but they don't rise to the level of a CUP; previously, it would have come before the Council, but now it will be approved at the staff level. If staff denies the permit, there's a procedure to have it appealed to the Council. If staff discretion is required, it has to be approved by the Council. Attorney Johnson asked Council what the fee should be for a Conditional Administrative Permit, if it should be less than a CUP.

Mayor Bailey asked if staff determines it should be a CUP, if the fee would go up; he was told yes. Mayor Bailey asked if it would make sense to make the fee the same instead of having two separate fees. Council Member Thiede asked how much difference it would make to both the applicant and to us.

Director Costello stated sometimes it's more difficult, it's not just saying yes or no. She thought it would be easier to ask for a larger sum up front than to return anything that we don't use; like a financial escrow, whatever we don't use, we return. She'd lean toward it being higher. Planner Mroska stated when staff reviewed this, the administrative permit fees had a very similar, if not the same, cost as a CUP.

Mayor Bailey stated we're not necessarily making money on a Conditional Administrative Permit. Director Costello stated currently, for a commercial CUP, it's \$500, plus a \$5,000 escrow. We could consider both a fee and an escrow.

Council Member Khambata asked how often money was left over in the escrow. Administrator Levitt stated we never let the escrow dwindle down to nothing. If we get within \$1,500 or so, we request more; so, we always return money on the escrow. Council Member Khambata stated he wanted to make sure we're never subsidizing; that was confirmed by Administrator Levitt.

Director Costello stated a residential CUP is \$500, plus a \$1,000 escrow. So, she was thinking we could keep it in line with our current CUP, at \$500. Mayor Bailey agreed, stated we should just leave it at that; he asked if Council was okay with that. Council Member Khambata stated if it's working, don't change it. Council Member Olsen stated he thought that was fine.

Site Plan Review: Previously, single-family homes and accessory structures required administrative approval. This administrative approval was already running, this isn't new, as staff was able to approve various permits. Recreational structures and buildings in a public park require site plan approval, and any modification to a building requires site plan approval, in addition to whatever approvals are required. What we're now proposing is that single-family dwellings and accessory structures are regulated via the Building Permit only; generally, there aren't a lot of conditions that you would attach to single-family buildings that can't be part of a Building Permit. Recreational structures and buildings in public parks are now exempt from the site plan approval process. If you're doing a minor modification to a building, that fully conforms to the Code, that can be approved administratively. In light of that change, we made sure there's still a process for administrative decisions, so those will come before Council. We had previously allowed administrative approvals, but there was not a clear appeal process for administrative decisions; now, a clear appeal process exists.

Chapter 3-General Zoning Provisions: Lots were moved to the subdivision ordinance.

Accessory Structures: Attorney Johnson stated previously, the attached garage did not count as an accessory structure privilege, but a detached garage counted towards your accessory structure. We didn't really think that was fair, so we came up with a new term, "Principal garage." You can only have one principal garage, either attached or detached, which would not count towards your square-footage calculation. We increased the maximum garage area from 1,000 square-feet to 1,200 square-feet. This was a hot button topic on the staff level. What we're trying to do is balance larger homes wanting larger garages with not having homes that are garage main floor only. We wondered if we should make the size a percentage of the main floor; it can't be more than 50% of your main floor because we don't want these garage-only main floor look. Then we thought we were actually penalizing people, so when we ran the numbers, people will end up getting less, so that wouldn't work. So, then we came up

with 1,200 square-feet. We're probably thinking about it too hard. She asked Council for their thoughts and if we should be regulating this.

Council Member Thiede stated he didn't know if that's very attractive, as some of these homes look like a garage with just a little bit of living area.

Council Member Khambata stated this is where you get garage floor designs, and you've 8-to-10 feet next to your garage for your foyer, and the rest of the house is behind. So, the lot dimensions are going to dictate where the garage floor design came from; if it's a narrow lot, how do you get a garage without an 85-foot lot. If we're going to regulate this, then we're going to get a lot more garage floor designs, which we already tried to regulate on the McHattie developments. We made them bump out the awning so that the garage wasn't intruding 20 feet from the façade of the house.

Council Member Olsen stated we had that conversation with several different developments, but that seems to be the design.

Council Member Khambata stated having it be a percentage of the total footprint, but then that's where there's nuance, because if you build a two-story, you can have a 1,000 square-foot foundation, and they could build another 800 square feet, so you could have 1,800 feet on the second story because 800 of it is already garage. That's kind of a megalithic house at that point, but it's not impossible for somebody to imagine doing that. This opens up a lot more worms than we want in Code.

Attorney Johnson said it already says in Code that your maximum garage size is 1,000 square-feet. So, it seemed like that was a little light, so maybe we should allow that to be a little bit larger, but then the tricky portion was recognizing the scale of the home to square footage allowed for the garage. So, then we went to the percentage, thinking it really should be a space on the side of the home. If you have a huge house, bigger garage; if you have a smaller house, smaller garage. But then we're penalizing, so then we went back to maybe just bumping up the total square footage currently allowed.

Council Member Khambata asked if it would be easier to just let this pass through as a variance request; he asked how many times are people wanting in excess of 1,000 square-feet who aren't already considering an accessory structure. Attorney Johnson asked what's the practical difficulty? I want a bigger garage; that doesn't count.

Council Member Thiede stated we've seen over time where it's gone from no garages, detached garages, single garages, to double garages, now to triple garages, and some fours. He doesn't think he's seen that many fours; he asked if there were many four-car garages out there. He said 1,000 square-feet is essentially a three-car garage.

Council Member Khambata stated people will build a 60 x 80 pole shed, and it'll have one stall and an upstairs that you live in, and then the rest of it is basically a 10-car garage.

Mayor Bailey stated his neighbor has a two-car garage attached to the house, and he built a three-car garage behind the house, on the back property. He's actually got five in a neighborhood where all of us have a two-car garage. Council Member Thiede stated it's not showing as a five-car garage on the front, it's a separate structure. So, his primary is the two-car garage. Mayor Bailey stated he was able to get that approved, to have a bigger garage on the back side of his house, so how would that

even fit in this? Originally, the garage was considered part of the house; so, if he wanted an additional accessory structure, he was able to go up to 1,000 square-feet in this secondary garage. So, if we do this and allow the bigger garages, how will that affect our proposed R-3 where a certain percentage of the property has to be in essence green space; isn't there something on there that says a certain percentage?

Attorney Johnson replied yes, the impervious surface.

Director Costello stated the best way to describe it is we have many layers. If 1,200 square-feet is permitted, will we also say you can only have this much impervious? That's restricting it. We tossed around a minimum principal width at the front, as Council has limited the garage forward; Council Member Khambata mentioned Summers Landing, where that was the big concern, so there was a huge push to make sure that we had a covered porch, so it blended together. The point is there are a lot of levels where they all kind of have to align just right. So, you're never going to end up with this huge monstrosity because there's going to be another standard that's going to limit it.

Council Member Olsen stated there will be checks and balances, which Director Costello confirmed. Mayor Bailey stated as long as you're saying there are checks and balances; he wouldn't want to drive down the street and see this massive garage and a little house tucked in behind it.

Council Member Khambata stated you could limit the front width of it, if you wanted to say it can't be more than 30 feet wide, then it has to be 36 feet deep if it's 1,000 square feet, or it has to be 40 feet deep if it's 1,200 square feet, and then you're reconfiguring the main level floorplan to accommodate what would essentially be a six-car garage because it's three wide and two deep. You could make that limitation, but he thought if you're limiting the lot size, which has front and rear-yard setback requirements, and we're limiting impervious surface, the problem would ultimately solve itself. Adding 200 square feet if you're already at 1,000, he can't imagine that there have been many instances where this has come before staff.

Council Member Thiede asked what the thought was about adding 200 extra square feet. Attorney Johnson replied we had it in here actually as the maximum garage size was 50% of the premise; that was to get at the various layers previously alluded to. We're also recognizing that there are differences in home types. Then we realized a couple days ago that we think that's actually limiting, and we weren't trying to limit, we were trying to give more flexibility. Then we said maybe we should just bump it, and we didn't want to bump it a whole lot, and that's where this 1,200 square-feet came from.

Council Member Khambata stated he's seen homes that have a four-car garage in front, and it doesn't look ugly, but it's on 130-foot wide lot. So, if you allow the setbacks to do the work, then it'll figure itself out. Attorney Johnson stated we'll still probably want to bump it out. Council Member Khambata stated he's fine with bumping it up to 1,200, as long as we maintain the front, side, and rear-yard setbacks and the impervious surface standards.

Mayor Bailey stated that was what he was trying to get at; he just wanted to make sure that somebody just can't come in and build something that large and say they can do it because this says I can. When you look at the underlying zoning, it says a certain percentage of the property has to be open.

Council Member Khambata stated we don't want somebody putting a 1,200 square-foot garage on a 7,500 square-foot lot.

Council Member Olsen asked if that's solid ground, legally, to rely on the setbacks? Attorney Johnson replied absolutely, that's exactly what to do, so it's a balance. They have to be able to fit all of those layers together. Council Member Olsen stated 1,200 sounds good to him.

Planner Mroska stated they're also proposing the total impervious surface max of 35%. You have setbacks and then you have 35% impervious surface, so that preserves the green space, which was the intention.

Council Member Khambata stated it would be troublesome if you wanted to build a 2,000 square-foot rambler with a 1,200 square-foot garage, then you'd have a 3,200 square-foot footprint, plus aprons, plus driveway on a .2 acre lot; now you're consuming a lot of that space, more than 35%. So, by that definition, that would not be allowed. We could just point to the ordinance and say no, not allowed, and that's the end of that.

Mayor Bailey asked regarding accessory structures, what's the average size of a shed; is it 200 square-feet or less? Director Costello stated the 200 feet now matches the Building Code. Mayor Bailey stated it says without a Building Permit. Planner Schmitz stated we call it a garden shed, no more than 200 square-feet without a Building Permit (previously said 170 square-feet). Submit the zoning permit, and we would just make sure that you're meeting setbacks, the size is appropriate, and it's anchored to the ground. If you're above that 200 square-feet, you need a Building Permit; so, we call the garden shed the free shed.

Mayor Bailey stated he wouldn't have to get a permit for building the shed, having it inspected, but he would get a permit to verify that his setbacks are correct.

Impervious Surface: Attorney Johnson stated right now, Code says: *Swimming pools and surrounding apron/decks shall meet the established accessory structure setbacks for the appropriate district. These structures are not included in the total allowable accessory structure square footage as regulated in subsection B of this section as long as the total impervious surface of the lot does not exceed 35% (so, actually, they're totally regulated) of the total rear area of the lot measured from the rear building line of the house to the rear lot line.* She stated this is a complicated map. What it boils down to is do you want swimming pools to count towards our impervious surface calculation?

A significant amount of discussion ensued, summarized here by speaker:

Council Member Khambata: He thought swimming pools should count towards our impervious surface calculation. People can have brilliant illusions of pools. A pool is a pool because if you start regulating what is and what isn't, it's really going to get complicated. It still acts as an impervious surface from a residential standpoint. What are the inherent adverse impacts to your neighbors of having an impervious surface? Isn't that the whole point on having a maximum allowable impervious surface is so that you're not flooding out your neighbors? If the drainage has already been calculated whether they have 1,000 square-foot patio or 1,000 square-foot pool with surrounding apron, why are we bothering? If we're talking about a deck as a principal structure, now we're asking staff to basically act as amateur surveyors. Thought pools should have to meet the same setbacks and safety standards as any other accessory structure; aside from that, leave it alone. The neighbors' prime concern is going to be now my yard is

going to flood. So, from a staff level, we have to have someone with recourse to say if you put in a pool, you're responsible for making sure that you don't adversely impact your neighbors' property.

Mayor Bailey: He's never heard that about a pool, but he has heard it from people who have accessory structures and the water coming off the roof.

Council Member Khambata: That same standard of not impacting your neighbor should apply to any accessory structure. As long as it's not adversely impacting adjoining properties and it meets the setback requirements, he thinks they've met their obligation.

Administrator Levitt: Our ponds accommodate that situation; we have enough.

Council Member Olsen: Does it matter what they're made of and/or what they sit on? With a lot of them, it's wood; wood is very different than other materials. It's going to be a tough one to define. Are we talking above-ground pools, inground pools, or both? The two structures are immensely different, relative to the building materials and the way in which they are fashioned and engineered. An above-ground pool is not going to give you the same trouble as an inground pool. What if it's wood surrounded, and it's got the slats with the space in it? Some above-ground pools essentially sit on a slab, whereas others build an enormous concrete slab for it to sit on. So, those are two very different things. Inground pools, though, there's really only one way to do it. You could slice this in 100 different ways.

Attorney Johnson: We're talking about both inground and above-ground swimming pools.

Administrator Levitt: What if the property has two accessory structures that are already maximizing the impervious surface? Now, they come in for a pool permit, and we say no, you can't have a pool because you've already maximized your impervious surface with your two accessory structures that are allowed on your property. I don't want to have to tell someone they can't have a pool.

Planner Schmitz: If you have two sheds, and you come in for an inground pool permit with your deck that's paved, that means that your whole rear yard is probably covered by impervious surface. Just a thought, aside from your ten-foot rear setback and your six-foot side setback; so, your entire lot is now covered with concrete pavement. She doesn't disagree with Administrator Levitt, but it's just another thought.

Council Member Thiede: Impervious surface is really more of an environmental thing.

Administrator Levitt: Agreed with Council Member Thiede and also to ensure that you get green space in developments.

Council Member Thiede: Could they make a deck, or is the deck considered covering up their impervious surface?

Planner Schmitz: Told Council Member Thiede that's a valid question that we're often asked.

Mayor Bailey: Maybe we're getting way too far into the weeds. The pool itself is not an issue because water flows into it, and the water eventually gets pumped out. He didn't think that part should even count in the calculations. But if you have a cement apron that goes around the pool, that should count as part of the impervious surface. He felt don't count the deck as the overall. If you're confident slopes and drainage things are going to be fine, it's better to leave well enough alone. The only way we'd really be able to do the 35% is we'd have to figure out what the concrete is going to be

around. Having a deck has ways for water to go through the deck, the pool collects water.

Planner Mroska: When he first started work for the City, there were a couple of people who met with me in their back yards to talk this through; it's not user friendly.

Attorney Johnson: So, no impervious. Do you want any language in there about provided that they don't impact drainage or something like that?

Mayor Bailey: Thought that would be good.

Administrator Levitt: We've issued variances for pools, and they were related to the drainage and utility easements because they needed to build a large retaining wall or other issues. If you're going to add a pool, you should have drainage and utility easements to be on the setback requirements; so, then you won't have the adverse affects.

Planner Mroska: If you have a 65-foot lot, 35% of your rear yard is not a lot, and that's the problem we ran into with a couple pools.

Encroachment: Attorney Johnson stated encroachment rules are now all in this chapter. Also, if you have a well or septic and it's failing, you're required to connect to our public infrastructure if that's available; this was a change requested by Engineering as previously there was not that requirement.

Administrator Levitt stated any time there's a failed septic system, they contact us so we're aware, and we can tell the owners there are City utilities available. We make that coordination with them.

Attorney Johnson noted also new is relocation of structures, which is house moving. It allows us to approve a structure relocation administratively, and it removes the \$100 application fee for moving a structure from outside the City to inside the City.

Off-Street Parking and Loading: Attorney Johnson noted this section has been renamed Parking and Loading and we've removed the loading berth size restrictions.

We've moved the restaurant regulations related to drive-throughs to Chapter 4.

Performance standards from Chapter 6 were moved here.

Parking: We're working on the new parking stall requirements. Currently, the City's parking requirements are high compared to other cities. Many other cities are going to no minimum or a lot of flexibility; specifically, in the form of a parking plan, so you either meet the minimums or show us the parking plan of people coming and going, etc.

We're looking for feedback from the Council on:

1) Are you open to overall reductions in parking requirements? If so, is it general, across the board, or do you want us to target specific uses?

2) Are you interested in providing more flexibility; specifically, do you want to give applicants an opportunity to present a parking plan in lieu of meeting the parking minimums?

3) Do you want to group uses more generically, like retail, office, etc.?

Council Member Olsen stated saying our parking requirements are high to him means we have more parking than we need in our business spaces. Attorney Johnson confirmed that for retail and commercial. He asked what fell into that bucket;

historically, we have had challenges with too little parking in many of our smaller strip centers. To compound that, business owners/property owners don't want to repair the lots when its needed, which further reduces parking. It surprised him to hear her say that our parking requirements are high. He thinks there are some large users that are tipping that average. If you look at Almar Village, there have been 20 times when it's been jam packed, and you literally see people parking on the street. Caribou Coffee's parking lot is another one, depending on the time of day, that gets full very quickly. That also affects the maneuverability; some of those parking lots are so tight that the ingress and egress are difficult. He's struggling to understand the parking statistic.

Administrator Levitt stated restaurants are probably the ones where we hear most often that we require too many parking spaces. Establishments that serve liquor usually complain about our parking requirements.

Council Member Khambata stated he felt the argument for restaurants is people are just coming in and getting a to-go order or a certain percentage of their business is delivery. His question is do other cities require minimum snow storage or snow removal areas in lieu of those other spots? Target has a huge parking lot, but in the winter there's a snow mound that's taking 50 parking spots.

Council Member Olsen stated there are some big users that probably sway that number, but this weekend, with the girls' softball tournament that's going to be in town, you won't be able to find a place to park at Carbone's, Junction 70, Las Margaritas, or any of them.

Council Member Khambata stated historically when end users like Menards come to us and say we don't need this many parking spots, they provide their empirical data from Hudson, Edina, and West St. Paul, and then we gave them their variance. If they can prove that they don't have the need for it, I think we're perfectly willing to make the exception. Short of that, he agrees that he'd rather weigh on the high side and leave it as is. With some of the other designations, he felt we could probably generalize those a little bit more.

Mayor Bailey stated he liked the idea of providing more flexibility. When trying to find different end users, like Chick-fil-A or Raising Cane, a home in Cottage Grove, one thing they talked about was they've gotten a bad reputation because they don't have enough parking or a drive-through. So, those are two separate things. At the Kohl's parking lot, even when they pack snow, there's plenty of room. In Grove Plaza, sometimes when you get towards Planet Fitness, there's really plenty of parking. With McDonald's, because most people are again using the drive-through, they have a massive parking lot, and they don't use it.

Director Costello stated she thinks national tenants are the ones who push a lot; they have sets plans that they use, and they don't like to vary from those. They've got all the costs figured out and everything; that's when we usually ask for that additional.

Planner Mroska stated the bigger users, though, know their product type and they can tell you your parking counts are very high, and we can't do that. He feels it's the multi-tenant retail where we have trouble; it's set up for retail, and we get two restaurant users in there, and then there's no parking. So, some developments are limited in the conditions of approval by saying no more than a certain number of restaurant users. It's not fair because we've kind of made the market for them, but also there's concerns

about the parking. In one development, we've said only one restaurant in here because you already have a drive-through for one, and if another one comes in here, you're not going to have any parking.

Mayor Bailey stated he agrees with that, but regarding Almar Village, when we let all of those vendors go in there, one of the requirements were if there were issues, they had to expand the parking lot. They've never done that, yet there are parking issues there. Council Member Dennis stated we gave them a year's time, that was it, and it did not extend out into the future.

Mayor Bailey said to Council Member Dennis' point, he thought we had flexibility for these national tenants because they don't want to stop their customers with parking issues or staffing issues; however, at the same time, if we are going to allow another restaurant in a tenant building that wasn't necessarily planned for a restaurant or two, then if we say if proof of parking becomes an issue, it can't be short-lived. We have to have something out there that says okay, but those conditions shouldn't have an end date. Almar Village should have added the parking out, like we had said.

Council Member Olsen stated that's an expense they don't want to incur, just like Junction 70 didn't want to incur additional expense for parking. And what happens? Human nature takes over. People will find a place to park; they might park on somebody's front lawn or at Primrose, wherever they're not supposed to. That causes hardship for adjacent property owners having their parking spaces used by people who frankly just shouldn't be there. Every developer and business owner wants to do it their way so they can maximize their profitability, but our job is to look out for our residents.

Council Member Dennis stated we can be fair and say if you are a destination business, you've got your own single piece of property that's not connected to or affecting anybody else that's a stakeholder, then you can come in with your measurements, and we can work with you and be flexible on the number of parking spaces you will have to have. But if it's a tenant space where you've got multiple bays, everybody there deserves an opportunity to be able to succeed. Having one tenant come in to take up the whole parking lot, like at Almar Village, anytime the other investors there have said a word about it, that one entity kicks up a storm of dust. It's a tenuous circumstance, and we're just lucky we've got ample businesses that close at 6:00 p.m.; if we had viable businesses drawing people into that mall, we'd have major parking problems, and you'd have people down here at City Hall all the time complaining. So, if you treat the two separately, if it's a destination standalone single piece of property, we could work with them on their measurements. If it's in a place with shared spaces, we just need to be consistent and try to look out for people.

Council Member Dennis stated another good point brought up by Planner Mroska is with proof of parking, being able to override a condition, there's a trigger in there that requires you to put that in; that's a tricky one to do, though. He's just trying to figure out a way to do that.

Attorney Land stated she's seen proof of parking that's just a condition of the approval through the Site Plan, which is typically where she's seen it, and it has to be a repetitive nature kind of problem that you see, not a single event type of thing. But there comes a point where you say this has happened too many times, now you need to put in new parking.

Council Member Khambata stated he thinks that's where the difficulty lies in the City in having a level of recourses; is that trigger complaint driven, or are we spending money on staff to once a year go out and audit the parking at a specific time of day or specific holiday? What is the trigger? He thought we'd kind of get bogged down with ambiguity.

Council Member Dennis stated we just have to be proactive about that, just like we are on Code conditions; if there's not a problem, you're not going to hear from us. If there's a problem, people are going to come in and complain.

Council Member Khambata asked so it would be driven by the number of complaints, or? Attorney Johnson stated it's a little bit subjective, but it's a commonsense subjectivity, so she didn't think you could put a formula around it.

Council Member Khambata stated but we need to be consistent about enforcement.

Mayor Bailey asked if we could do it that way; when you talk about a destination business, would you consider Kohl's a destination business? Council Member Dennis replied yes. Mayor Bailey asked if TJ Maxx would be considered a destination business; Council Member Olsen stated one is in a strip center and one is on its own. Mayor Bailey stated so Hy-Vee would be okay, but the rest of the center would not be okay because they're attached. Mayor Bailey stated the only reason he brought it up is because there's some shared parking between the mall and Hy-Vee. Hy-Vee's parking lot at times has been completely packed.

Mayor Bailey stated many years ago there was a gentleman who was very concerned about parking, and that's why they weren't coming here at that time because there were too many requirements on how much parking was needed for all of these businesses. Mayor Bailey stated the multi-tenant, smaller strip centers, tend to be the challenge; so, if there's a way to kind of direct it that way versus the big tenants, like Menards. He was concerned when Menards came to us, but he agreed with it, and he's never had an issue on parking there, even on the toughest of days, so they knew their business. So, that's why when we talk about them coming in, if I can't find a parking spot at XYZ, I'm going somewhere else, and they don't want to lose me.

Council Member Dennis stated it's also about the type of business. So, if you come into a place like mine, the average customer is in and out the door in 3.5 minutes. If you go over and get a pedicure, it could be a legitimate 45 minutes. If you're going over to watch the football game, it could be three hours. So, you look at how the space is being used and the service the business is selling. That's where you run into the problem is choking off the parking.

Council Member Thiede stated something was mentioned about parking plans. If we said to the businesses, well, this is parking for 70% of maximum and the other 30% of those times, what are you going to do? Are you going to get a service to bus them from somewhere else or something? And maybe that's what a parking plan is, he didn't know.

Attorney Johnson stated she recently worked on a city creating a parking plan off ramp from their minimum. It's a plan that shows probably what the larger nationals are going to and have already done, which is your homework. They know their rough numbers, they know their peak times, they know approximately how long they're staying, they know how they're getting there, where are they coming from? They ask questions like that. Then if they can show Council in this case you want X number of

stalls per square feet, but we show this is what we actually need, X -2 stalls, or whatever, and Council is good with it, then they can go ahead and do that. What it doesn't take them into is they have to get a variance, because what's your variance, what's your practical difficulty? You don't have one. So, you really should not be choosing a variance for parking unless you actually have a practical difficulty. So, the idea is maybe we can put another tool in our toolbox that allows off ramps for those who are capable of demonstrating they thought this through, and they have a good plan that makes sense.

Attorney Johnson stated she thought they received enough feedback on where to go with parking; it's probably one that we're going to have to keep working through, but she liked the idea of a single user versus a multi-tenant. We're going to have to get our heads around how we regulate that, but that's a good differentiator.

Council Member Khambata stated with Las Margaritas' previous location, which was multi-tenant, they filled that parking lot, maybe because we have standards for various types of commercial businesses. Now that they're not there, that parking lot is never full. So, if you've got somebody coming in, you could say you've got a restaurant and you've got three different types of retail businesses, here's the standard for the restaurant and here's the standard for retail. Your total spaces, plus or minus 10%. Is there a different way to calculate for a multiuse building that might be more equitable to the end users?

Mayor Bailey stated he didn't know what the answer was, staff has to help us figure that out. If the condition to expand the parking had been for more than just one year at Almar Village, it would have been fine because it would have made the owner put the parking extensions in, which would have increased the size of the parking.

Chapter 4-Special Zoning Provisions:

- Wind Energy Conversion Systems (WECS) are no longer allowed in the Mississippi River Critical Corridor Area (MRCCA).
- Motor Fuel Stations: We now allow parking in front of the principal structure.
- Height Limit Modifications: We removed observation towers, as there are none. We added need for a variance if they want to exceed 150' in a district and need to have a practical difficulty for that. We removed accounting for sloping lots.
- Drive-throughs: Everything related to drive-throughs is now in this section, both restaurants and non-restaurants.
- New section, Outdoor Temporary Sales: Moved here from Residential Zoning Districts and Business Zoning Districts. They all require an IUP; subsequent approvals can now be done administratively if there is no change in proposed use, no Code violations, and no public complaints.
- Historical Preservation Standards: Moved here from UR Zoning District. Staff is working on this review.

Chapter 5-Adult Establishments: No changes.

Chapter 6-Performance Standards:

- Exterior Storage: Agricultural land is now exempt from screening requirements.
- Solid Waste Storage, now called Trash Enclosure Requirements: Moved here from Industrial Districts; Reducing setback from property line from 10 feet to 5 feet; Now

allowing composite fencing material; Removing minimum opening for the storage facility.

Council Member Olsen asked regarding commercial dumpster enclosures, if any commercial entity would not be subject to this. Attorney Johnson replied there were none, unless they were in some capacity perhaps grandfathered in.

Mayor Bailey stated the size of the dumpsters dictates if they can fit in these enclosures, so somehow we have to make sure that when these enclosures are built that there's enough room for them to actually get the dumpsters inside and keep them inside. Starbucks and Chipotle always have trash behind their buildings because the enclosure doors are open, and they have stuff falling out.

New to this section: Home Occupations: This had previously been mentioned in our residential Zoning Districts, and we did some updating for the work-from-home trends; and Donation Drop Boxes. *Moved from the Business District to this section:* Automobile Car Washes; Vehicle Repair and removed prohibition from test driving vehicles on residential streets; Self-Storage Facilities; Outdoor seating or dining.

Attorney Johnson noted two sections that are still under review:

1) Architecture: Is currently not broken out by multifamily, so we're trying to differentiate between architectural standards for single family versus architectural standards appropriate for a multifamily building.

2) Tree Preservation: This was updated in 2019, but staff is having problems applying it to current projects. Another piece of that, which might actually end up tying landscaping back in, is on some of our smaller lots our City Forester is telling us that the number of trees that we're trying to fit on those are too many. We need to tweak some things, and tree preservation and landscaping will probably end up going hand in hand.

Chapter 7-Adequate Public Facilities: No substantive changes.

Chapter 8-Agricultural Districts, Chapter 9-Residential Districts: Discussed in April.

Chapter 10-Business Districts:

Uses Removed: Neighborhood Business District, as it's not used on our zoning map; Agricultural uses; Items that weren't really uses, like bike racks, decorative landscapes, and exterior employee break area; Outdated uses, like an auction house.

Added/Amended: Car-charging stations as a conditional administrative use.

Consolidated: Items that could be just general retail: Casket supplies, dry goods and fabric, and toy stores; List of commercial recreation uses to indoor uses versus outdoor uses: Indoor uses are permitted in all Districts except B-1, and outdoor uses require a CUP.

Require CUP: Daycares; Municipal buildings-administrative CUP; Park and Ride facilities; Restaurants with on-sale liquor now allowed with a CUP in Business Districts.

Limited Business District, B-1: *Purpose:* To be a buffer between residential and more-intense uses. *Uses Removed:* Community center, freestanding cell towers, radio/television studio or towers, and pet-related care, including a veterinary clinic. *Uses Added/Amended:* Commercial overnight delivery drop box now requires a Conditional Administrative Permit and restaurant without a drive-up window.

Retail Business District, B-2: *Purpose:* To encourage retail sales and services while minimizing the impact of surrounding residential neighborhoods. *Uses Removed:* Bingo games and gambling (now falls under commercial recreation, indoor), pawnshop, and

showroom warehouse. *Uses Added/Amended:* Business or trade school with a CUP, Event center with less than 100 people with a CUP, Funeral Homes, Tax Exempt lodges and clubs that do not serve alcohol are permitted (if they serve alcohol, they need a CUP).

General Business District, B-3: *Purpose:* To provide centralized areas for retail businesses and highway and automobile-oriented businesses. We removed references to the quasi-industrial purposes for the District. *Uses Removed:* Armories, convention halls; Bus passenger depots/terminals; Nursing homes/memory care; Indoor auto/recreational vehicle/boat sales; Showroom warehouse. *Uses Added/Amended:* Tax-exempt lodges and clubs that do not serve alcohol are permitted (if they serve alcohol, they need a CUP). *Changes to Development Standards:* Side-yard interior lot line adjacent to a residential district was 75 feet and is now 30 feet (this matches the Mixed-Use District).

Planned Business District, P-B: *Purpose:* To provide a mix of retail, commercial, and industrial uses, which are complementary to the Cottage Grove Industrial Park; it allows for manufacturing and retail. *Uses Removed:* Pawnshop. *Uses Added/Amended:* Indoor auto/recreational vehicle/boat sales now require a CUP; Freestanding cell towers with a CUP. *Changes to Development Standards:* Side-yard interior lot line adjacent to a residential district was 75 feet, now 30 feet (this matches Mixed-Use). *Changes to Performance Standards:* Clarified ability to park in front yard (current language confusing, not enforced).

Mixed-Use Business District, M-U: *Purpose:* To provide flexibility for complementary uses, including high-density residential, commercial services, retail, office, and transit. *Uses Added/Amended:* Automatic car wash with a gas station now permitted (previously required CUP); Business or trade school with a CUP; Community Center/Event Center with a CUP, previously permitted; Offices for administrative, executive or professional services; Public or private schools with a CUP; Tattoo and body piercing; Wholesale businesses.

Chapter 11-Industrial Districts: We combined the Limited Industrial District I-1 with the General Industrial District I-2 because of how those areas have been built out. I-1 was originally intended to have some non-industrial uses, but it didn't develop that way. We also combined the Heavy Industrial District I-3 and the Railroad Access Industrial District I-5, as the uses are almost identical. *Uses Removed:* Non-industrial uses, including hotels, clinics, boat sales; Bottling works and cans and other container manufacturing. *Uses Added:* Medical cannabis manufacturing with a CUP; Brewery/Distillery with a CUP; Agricultural sales as a permitted use (previously required a CUP); Data Center; Nature Centers. *Changes to Performance Standards:* Moved to Chapter 6, Performance Standards.

Council Member Dennis asked what the issue was with bottling works and cans; Attorney Johnson stated it's usually noisy, but we can put it back in. Planner Mrosia stated it's still manufacturing, but we didn't think that it should be that loud; however, if it's inside the building, we shouldn't care. Director Costello stated we just did manufacturing and warehouse, so perhaps that should fall under manufacturing, as it's all inside. Planner Mrosia stated previously we got so detailed that when a user came

to us, we'd have to ask them what they made; now, it's as long as you're inside the building and you meet the Zoning Code.

Attorney Johnson stated perhaps we should just add it as a use under manufacturing. Council Member Khambata clarified we're not going to exclude it as a use, it's just no longer specifically stated as a use. Attorney Johnson made a note to confirm that that's correct.

New General Industrial District, I-1 (previously I-1 and I-2): This District is intended to provide a district appropriate for manufacturing, compounding, processing, packaging, or treatment of products, excluding any hide or animal processing, packaging, storing, or transporting. *Uses Removed:* Carpet and rug cleaning; Dry cleaning (not retail shops); Processing/packaging food products; Residential structures as an accessory use; Farmers Markets. *Uses Added/Amended:* Restaurant as an accessory use; Indoor gun range now requires a CUP; Sales showrooms; Indoor recreational facilities; Greenhouses now require a CUP; Currency Exchange with a CUP.

Heavy Industrial District, I-2 (previously I-3 and I-5): This District provides areas suitable for industrial uses which are more intense than the I-1 District and may have greater impact to noncommercial land uses. This includes uses that require direct access to rail lines for shipment. Property zoned I-2 will be located outside the Metropolitan Urban Service Area (MUSA). *Uses Removed:* Public storage. *Uses Added/Amended:* Carpet/rug cleaning now requires a CUP; Dry cleaning processing facility now requires a CUP; Medical device manufacturing is permitted; Pharmaceutical manufacturing requires a CUP; Packaging food products with a CUP; Restaurant prep kitchen is permitted; Restaurant as an accessory use; Bulk material storage now requires a CUP; Greenhouse now requires a CUP; Indoor gun range now requires a CUP; Indoor recreational facilities. *Changes to Development Standards:* Side-yard interior lot line adjacent to a residential district was 125 feet, now 100 feet; Building height was 45 feet, now is 50 feet.

Commercial Excavation District, I-3 (previously I-4): This District provides for the availability of sand, gravel, and other mineral deposits or materials, and seeks to permit other lands uses as long as they will not conflict with adjacent land uses. *Uses Removed:* Pawnshop. *Uses Added/Amended:* Packaging food products; Processing food products with a CUP; Restaurant prep kitchen; Brewery/Distillery with a CUP; Indoor gun range now requires a CUP; Manufacturing within an enclosed building; Mining and excavation now requires a CUP.

Attorney Johnson stated this is the area where we have medical marijuana processing with LeafLine. She stated City Attorney Korine Land would discuss THC sales, zoning, and licensing options.

Attorney Land stated she's been advocating for years that we get in front of what is coming, as soon as Minnesota passed medical marijuana, she knew it would be on an eventual timeframe to approve recreational marijuana. She wants cities to be very intentional about where, if any, you want to have your recreational marijuana shops. You need to think about licensing and zoning.

Last fall, she had the premonition that the legislature would try to do something this session, so she introduced a moratorium in Stillwater, with which they agreed; so,

they're currently under a moratorium for any marijuana-related sales with no expansion of any marijuana-related THC, cannabis-related sales of products or uses. Then the legislature put something in a bill that only a certain group of people knew was there; so, now we are faced with trying to put the genie back in the bottle because anybody right now can sell CBD products. They could sell hemp-related products before, as long as they didn't exceed the maximum amount of THC, which has been determined to be .3% for product. Above that, it's an illegal substance federally, and so it can't be sold. Some states have regulated recreational marijuana, but technically it's still an illegal drug. Once the hemp law went into effect federally, anybody could sell hemp-related products up to .3% THC. Now, the Minnesota legislature has decided we're going to put this in writing that you can sell it up to .3%, and they put some special rules around packaging and special rules around serving sizes. There are currently no statutory regulations, other than the parameters on what can be sold, and there's no regulatory agency monitoring this. So, cities have the ability to control where you want these products sold and whether or not you want to license them. She asked Council if they cared about those things; if they don't care, that's fine, then these businesses will pop up in a Business District as retail.

Council Member Thiede asked to what extent we limit the tobacco shops and liquor stores; Attorney Land replied we license them, and we zone them. Council Member Thiede stated he would think that they should be handled the same way.

Mayor Bailey stated he agreed with Council Member Thiede on that.

Council Member Khambata stated he'd lived in Colorado when they went through a similar timeline of legalizing from a medicinal use; within ten years or so, they had completely deregulated it. He vividly remembers a level of panic when dispensaries wanted to open up on the same street or block as an elementary school or next to a gas station, etc. He thinks getting out in front of it would be important. The big thing that Colorado had to quickly grapple with was nobody was prepared for how to regulate it so there were three dispensaries on one street or in areas where it was making it easily accessible to minors. The most important thing is to try to regulate it.

Mayor Bailey stated he felt if we did it similar to how we handle liquor or tobacco stores, we require distances between liquor stores and also require them to be a certain distance away from schools. He's thinking we should follow the same process that we would for tobacco or liquor.

Council Member Khambata asked if we could insert cannabis sales into our liquor code and hold them to our current standards.

Attorney Land replied she felt it was a completely different animal, so she would put it in its own category. For zoning, it's a little easier because you can just say we're going to allow it here, here, and here by CUP or prohibit it altogether. She's gathering Council is okay with allowing it somewhere. Licensing would go into the City Code, so that would be in a different section, and that's where we would have a lot of the performance standards like we have with tobacco; that it maybe has to be behind a counter, or you have to have clerk contact so it can't just be open and accessible.

Council Member Khambata stated he thought from a preemptive standpoint and the lack of any substantive Zoning Code or regulatory code, it would be prudent to put a moratorium on licensing to give us time to see what happens in other communities, then

draft a well thought-out ordinance around that. Otherwise, what's going to happen is somebody is going to come and say your rules don't say I can't have it, I'm going to put it here, and you can't tell me no. Then, from a reactionary standpoint, we're going to get stuck with that one, wherever it is, for however long it's successful, and then end up doing a moratorium anyway to prevent that from happening again.

Attorney Land stated she thought that was a great suggestion, that we put a moratorium on zoning and licensing, implement that immediately or as soon as we can get that on the next Council agenda. Then this new ordinance would be wrapped into the recodification, and we would watch it until perhaps January 1. It's not like we would be prohibiting it forever, it would be a short window. Any retail businesses that currently sell would be allowed to sell, we wouldn't be allowed to pull it off their shelves, but they couldn't expand; so, they'd become basically legal nonconforming during this timeframe while we sort through it.

Mayor Bailey asked if the one location in town is selling that yet; Administrator Levitt stated she didn't know, she just saw the sign. Attorney Land stated they're selling it. Mayor Bailey stated he assumed they were, but that's why when she said moratorium, he wanted to make sure. Attorney Land stated with the CBD shops, it's going to be hard to say what was on their shelf before versus now; so, other than them expanding into the space next to them, which we could prevent, there's really no way to monitor whether they've expanded the amount of product that they have. She didn't know if there were other specialty stores that have this as a little stand in the corner; if they do, if they have a few of these products, we could say you can't make this any bigger, it has to stay at this size. Mayor Bailey asked Council for their thoughts.

Council Member Thiede stated it sounds good to him.

Attorney Land stated we could do the moratorium for now, and we'll come back with another short special Council Meeting workshop just to go through what we're thinking. Mayor Bailey confirmed this would be short lived, not a full year or more. Attorney Land replied no, we would wrap this into the Code revisions; so, it would be as soon as we're done with those. He stated he's fine with that because he thinks what's coming is probably next year, talking to our current legislative members at the State, and next year more than likely it will be full-fledged recreational. Attorney Land stated it could be and that's why you want to get in front of it.

Administrator Levitt stated the moratorium would be on the Council Meeting agenda on July 20.

Council Member Khambata stated he thinks the City should address this right now. Administrator Levitt stated Attorney Land is correct, as a lot of stands are popping up in a lot of businesses; she thinks that's because there's no guidance. So, she thought a moratorium was better so we can make sure that we're providing these businesses guidance. You can go into a spa or a number of different places, including chiropractic offices, and they're all starting to have them. There's no regulation so we don't have a lot of guidance to provide those establishments; so, it's probably better for us to do that, educate, and then figure out how Council wants to regulate them.

Council Member Dennis asked if it was age restricted; Attorney Land replied that it was, it's 21 and over, so it's like tobacco. He asked how do we prevent it from being sold everywhere; Attorney Land replied by licensing. He asked if there was going to be

a compliance feature or are we going to have to have our officers going out and performing stings. Attorney Land replied yes, just like they do for tobacco, but you could also limit the number of licenses. He stated there are a lot of layers to this, and Attorney Land agreed with him. He stated someone on the staff should contact the Minnesota Liquor Control and find out if liquor stores are going to be allowed to sell this because right now, in the booklet of allowed uses, it's not in there. Attorney Land replied that's correct, because it's not considered food, but edibles are now under this new law, and liquor stores can't sell food. Council Member Dennis stated we can sell all things that go into a drink, but he thought the issue of compliance is who passes the checks on a routine basis and where we've had problems. We've had problems with gas stations and convenience stores repeatedly failing. He stated to be honest, this is not his thing, it just isn't, but he thinks there's a lot that needs to be looked at with this and really understood. Is it reasonable to do it? He thinks it is, but what he needs to understand is what the policy is going to be on compliance. He's hoping that's some information we can get, what other cities have come up with, and thought that would provide an opportunity to create a better plan for all of us.

Council Member Khambata stated if we get to the point where 100 establishments are selling this stuff, enforcement becomes exponentially more difficult for us; whether or not there's a moratorium, now they can do it, and they're going to do it for perpetuity. If we get in front of this with the moratorium and we have direction for sales, then we can keep an eye on it as it evolves over time.

Council Member Olsen stated those are all good conversation points after we pass the moratorium next week.

Chapter 12-Floodplain Management: This is controlled by FEMA, and there haven't been any changes to the FEMA map, so no changes are needed to the ordinance.

Chapter 13-Conservancy District: *New:* We removed the requirement that all public properties designated as parks or open space must be placed in the Conservancy District.

Chapter 14/14A-Planned Unit Development (PUD) District/Planned Development Overlay District: Renamed Planned Unit Development Overlay; we're no longer designating a PUD as its own Zoning District. Best practices require we keep an underlying Zoning District and use the PUD as an overlay.

Chapter 15-Mississippi River Corridor Critical Area Overlay District: No current changes. We work with the DNR on this chapter occasionally, and we change it as they require.

Attorney Johnson stated we made it through the Zoning Code and we're now moving to the explanation for the Citywide Rezoning process and schedule:

General Rezoning Process

1. Council initiates the rezoning by passing a Resolution to undertake Citywide Rezoning. Resolution includes: The authorization for staff to commence the rezoning, authorizes staff to waive the mailed notice requirements, and includes Summary of the Public Awareness Campaign.
2. Planning Commission holds a Public Hearing, recommends approval.
3. City Council holds a Public Hearing, if deemed necessary, and then votes on the ordinance. It requires a 4/5 majority to pass.

Attorney Johnson advised regarding the mailing requirement in Step 1, that's in your Code and it requires that you mail all properties within 500 feet; in this case, that's the entire City. You are allowed to waive that requirement in a Citywide Rezoning, because it's obviously really prohibitive to mail something like that. We will do some other notifications via the Public Awareness Campaign.

Public Awareness/Community Outreach Campaign

- Staff is proposing a website that outlines the recodification process, timeline of the process, and the steps along the way. The website will have interactive maps so people can see up close what it was, what it's going to be, and better understand any changes.

Planner Mroska stated another feature that will be included is the ability to search your own address and see how it's impacting you directly. Mayor Bailey thought that would be a good thing; if Council gets questions, we could just refer back to that.

- Staff will create opportunities for direct community engagement via Business over Breakfast, Chamber of Commerce lunch, and a few Public Open Houses.

- An outline of the process will be included in the *Cottage Grove Reports* as a special insert to reach a wide network of the community.

Proposed Timeline

July 25: Workshop with the Planning Commission to introduce the Citywide Rezoning and get them caught up because they don't know all of the things that have happened since April, when we realized we needed to do a Citywide Rezoning. It will focus on rezoning, but then we also need to catch the Planning Commission up on all of the changes that have been made to the Zoning Code itself.

August: Planning Commission Special Workshop Session to continue explanation of Zoning Code changes and receive additional feedback.

September: Planning Commission Special Workshop Session, if needed.

September 29: Business over Breakfast for Industrial Park users, presentation and information.

October 19: Workshop with City Council regarding updates from the Planning Commission and any feedback from Business over Breakfast that might need to be addressed.

November 15: Chamber of Commerce lunch with businesses in Cottage Grove to review ordinance changes and impacts. *Cottage Grove Reports* special insert.

December 1 and 6: Public Open Houses.

December 19: Planning Commission Public Hearing.

December 21: City Council Code Adoption and adoption of Citywide Zoning.

Council Member Olsen asked regarding the communication plan, if we need to do any video commentary, a Mayor's Moment, or something like that. Attorney Land replied probably, and Council Member Olsen stated he thought that should be part of it. Attorney Land stated there should be a question and answer session. Council Member Olsen thought maybe a Facebook Live session, as we've previously done.

Attorney Johnson stated she's spoken with Julie Prior-Miller, Marketing and Communications Specialist, about doing a video, as she'd seen a short video done by

Oklahoma City with an explanation that she thought was well done; we'd also spoken about the possibility of a Mayor's Moment.

Council Member Khambata asked about the website, with the ability to put in an address, if that was going to be a huge capital expenditure by staff. He was told no, that our GIS Technician can easily do that. Council Member Khambata stated he liked the idea of that, but he didn't want to spend more money than just putting the information on a piece of paper and mailing it to satisfy our legal obligation. He wanted to make sure we were being fiscally responsible while providing transparency.

Director Costello stated in a couple other communities that have done Zoning Code updates, we picked and chose from their website those things that they've done and there's another one through GIS, a story board, that will really hopefully tell the story of zoning here in Cottage Grove, the history, and the changes over time.

Mayor Bailey stated in this particular case he wasn't sure how many people were really going to care.

Council Member Khambata stated he remembered when we did the 2040 Comprehensive Plan that the people from Langdon Village were here in large numbers to contest the zoning changes to the Comprehensive Plan, not even actual zoning changes. He anticipated there would be some level of push back.

Mayor Bailey stated what we had with that situation was a re-designation of a property; he was very aware of that, and we all knew that was going to happen.

Attorney Johnson stated we can easily say that really nobody is losing anything, so you're either gaining and you get to have a larger accessory structure now than you did before, or you're being more protected than you were before; if you're in Industrial, you have a new use that you can do on your property. Nobody is going away with a negative, everybody wins on this. It's easy to calm down people who are panicking by telling them they're going to be okay.

6. ADJOURNMENT

Motion by Council Member Olsen to adjourn the meeting; second by Council Member Dennis. Motion carried: 5-0. The meeting adjourned at 8:09 p.m.

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



City Council Action Request

7B

Meeting Date	8/17/2022	
Department	Administration	
Agenda Category	Consent Agenda	
Title	City Council Meeting Minutes - July 20, 2022, Regular Meeting	
Staff Recommendation	Approve July 20, 2022, Regular Meeting Minutes.	
Budget Implication	N/A	
Attachments	2022-07-20 Regular Meeting.tif	6.22MB

MINUTES

COTTAGE GROVE CITY COUNCIL

COUNCIL CHAMBER
12800 RAVINE PARKWAY SOUTH

July 20, 2022

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 July 20, 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 Olsen - Here; Council Member Thiede - Here. Mayor Bailey noted Council Member Khambata would be a bit late as he was stuck in traffic.

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; Amanda Meyer, Assistant City Engineer; Mike Mroska, 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: 4-0.

6. PRESENTATIONS

A. Present the Citizen Life-Saving Award to Michael Chernick

Mayor Bailey asked the Council to join him in front of the dais for this presentation, noted involved Public Safety staff would be joining them as Pete Koerner, Director of Public Safety, would present this award.

Director Koerner asked Mike and Pam to join the City Council members in front of the dais. He stated that this is a wonderful night, noting heart disease runs in his family, and he's had his own cardiac issues. It's incredible for everybody to be able to get together, thank each other, and see that Pam is doing great. He stated on May 2, 2022, at 5:50 p.m., while shopping at Menards, Pam collapsed after her heart stopped. Michael Chernick, an employee of Menards, called 911 and spoke with the 911 Dispatcher, Michelle; she was able to give Mike instructions, and he was able to provide CPR to Pam until the police officers arrived. Officers arrived pretty quickly, applied the AED, and continued to render aid. Shortly after, our firefighter paramedics arrived, and they continued all those lifesaving efforts. Pam was transported to the hospital, and amazingly was discharged from the hospital within a week. Director Koerner stated those first couple of minutes are crucial, and we're really focused on working toward being a heart-safe community, so this was a great way to kick that off. When he spoke to the responders, they all said, 'I was just doing my job.' Yes, they were doing their job, but professionally they saved a life. He knew that Pam would argue with them that it was more than just doing their job.

Director Koerner recognized Michelle Swenson, who answered the first call from Michael; she was the calm one who gave him the CPR instructions. While she's not an employee of the City of Cottage Grove, she's part of our Public Safety team; we're honored that Michelle could be here tonight with her supervisors and the Washington County Sheriff because we all work very well together. Often, after the dispatcher does their work, they're forgotten; they hang up and they don't hear what happened. He felt it was very important for her to be involved tonight so she could meet both Mike and Pam in person.

Director Koerner also recognized Cottage Grove police officers and firefighters who rendered aid to Pam: Officer Matt Sorgaard, first on scene with the AED, Officer Joe Pierre, Officer Mackenzie Foster, Officer Mike McClain, Officer Jude Torning, Acting Fire Captain Brandon Ekren; he noted the other firefighters weren't able to be here tonight. Of course, the reason we're here is so we can present Michael with this Citizen Life-Saving Award, which Director Koerner read aloud. Director Koerner presented Michael with the award and thanked him.

Michael thanked Michelle and all police officers and firefighters, who thanked Michael, as did the Council Members. Director Koerner noted he had Letters of Commendation for all of the involved Public Safety staff and stated they'd get photographs of everyone together.

Pam thanked the City of Cottage Grove for doing this for Michael because it really means a lot to her. She thanked everybody that helped her that day, stated they're all

her heroes, and she really appreciates everything. She also thanked them for helping her friend, who was with her that day and was understandably very worried. Mostly, she wanted to thank Mike because he's her big hero, she loves him, he's great, and he saved her life. She thanked everyone again, and all applauded.

Mayor Bailey congratulated Mike and thanked him for stepping in. One thing he finds honorable about being the Mayor of Cottage Grove is people wanting to get involved, who want to help others. He sees that consistently in this community with our Public Safety members or workers who want to get involved or a dispatcher on the phone giving direction to a person rendering aid to somebody in need or simply calming down a concerned person. He thanked Mike for getting involved, thanked everyone present tonight for showing their support, and thanked the officers for the work that they do. He said if you're going to get sick or you're going to need help, Cottage Grove is where you want to be; our staff get to the scene quickly with some record response times in the state, and we have great people who get involved. On behalf of the City Council, all of our staff, and all of our citizens, he thanked Mike once again.

B. South Washington County Schools Referendum

Julie Nielsen, South Washington County Schools Superintendent, thanked Council for the invitation to be here. We, too, as a School District are grateful for our partnership with the City of Cottage Grove. It's nice to be reassured of the fast response times; we know that when there's an emergency, we want to ensure that help can respond as quickly as possible.

Superintendent Nielsen stated she's here this evening, along with Dan Pyan, Director of Finance and Operations, because as we prepare for the August 9 election, we wanted to share some information with the Council.

She displayed a sample ballot for August 9: *Shall the board of Independent School District No. 833 (South Washington County Schools), Minnesota be authorized to issue general obligation school building bonds in an amount not to exceed \$462,660,00 for acquisition and betterment of school sites and facilities including, but not limited to, construction of two elementary schools, expansion of three high schools, improvements to facilities districtwide, and land acquisition?* As you can imagine, the land is getting bought up quickly, and we need to make sure that as we move east, that we have room for schools. We've been asked why an election on August 9; we actually were going to be on the ballot in February 2021, because our planning actually started before the pandemic, but August 9 allows us those three additional months to plan and prepare so that schools could be open for August of 2025.

The School District certainly realizes that that is a large amount of money; it would be the largest bond in the State of Minnesota. She noted in 2019, the White Bear Lake School District, only 8,700 students, successfully passed a \$326 million bond. Superintendent Nielsen reviewed voting options and stated all of that information can be found at mnvotes.org.

Superintendent Nielsen stated if the bond doesn't pass, she knows they would need to make some extensive boundary changes prior to 2025. We serve four larger communities and three smaller townships; it can be really difficult when students have

to go from one community to another in order to attend school. We would immediately begin an alternative long-range facility planning process, looking at all options:

- Explore temporary portable trailers outside of schools.
- Look at the potential of alternative scheduling options, as well as looking at grade configurations and how we'd organize.
- Perhaps we'd be increasing rental space and additional costs for learning and instruction.
- We added a number of staff at the high school, middle, and elementary schools, but we can only add so many staff to reduce class size before there are no classrooms available.
- Return to the voters with a new election in February 2023 because East Ridge and all three of our high schools are significantly over capacity, and we need to do something.

Director Pyan spoke about school funding. Most operational dollars come from State funding: We receive funding per student, and we multiply the number of students by the formula, which is 2.45% for 2021-2022, and 2% for 2022-2023. This formula has not kept up with inflation, so every School District now relies on local operating levies; the operating levy last fall passed. Levies are for learning and bonds are for buildings. The levy approval was tied to inflation, which will really help our operations.

People ask how we can afford to have or run all these new schools. The schools are coming because we're going to have more students; with more students, we'll have more operating dollars, based on the number of students multiplied by the formula. The only way School Districts can build something is to have a bond referendum. There are ways to repair and replace our buildings through long-term facility maintenance; to build anything new, the only way to find the money is to have a referendum and sell bonds. The bonds allow the District to borrow money, then pay it back over time, much like a mortgage, so the only method we have for new construction has to be passed by voters. Construction funding does not take money away from education funding; if we have more students, then we'll have more dollars coming in for general revenue.

On the ballot, the cost of this bond is \$462.6 million, which includes financing costs. He gave the project breakdown: Elementary Schools, \$194.9 million; Early Learning, \$1.7 million; Middle Schools, \$58.8 million; High Schools, \$159.6 million; Special Education and Support Sites, \$47.5 million. Tax Impact: The average home in the School District, per Washington County, was about \$300,000; the tax impact on a \$300,000 home would be about \$25 a month, or \$305 a year.

Superintendent Nielsen said sometimes we forget where we've been as we're looking forward. It's often asked why didn't the District plan ahead or think about that earlier: In 2015, we had three questions on the ballot: 1) An operating question, which was successful. 2) The first bond question built Oltnan Middle School; if you recall that question passed by two-or-three votes, it was very tight, so there was a recount. 3) The second bond question would have provided those additions and improvements at our high schools and upgrades to several elementary schools, but that did not pass.

The 2015 need for improvements and upgrades remain, have now increased, and looking forward to 2022, we have increased growth in the community. In 2021, a long-range facility team updated the School Board with current and projected enrollment data and housing developments. The City of Cottage Grove is aware that the School District works hand in hand with them; when housing developments are approved, we have a staff person who is made aware, and then we can do our planning. Even during the COVID years there was still work being done behind the scenes. In March 2022, we presented one facility package to the Board; in April, that package was approved. We were asked to put one facility package together for 18,000+ students, and it had to be a ten-year plan, so, looking at implementation in 2025. With all of the communities in our School District, we're looking at an additional 8,000 new homes, so approximately 3,500 new students. At that point, if we did nothing, we would have 15 schools over capacity. We're out in the schools all the time, so we get to see what our spaces look like. We wanted to make sure that Council Members could see what our schools look like inside, so she displayed photos of the following:

- This is a small closet that's converted to an office space for occupational therapy.
- These are traditional 1960 schools that some of you may have attended. They have two straight hallways with one set of restrooms there for use; what's important to think about is the more time students spend waiting for the restroom, the less time they're in classrooms. When we have some of these schools at 400 or 500 capacity and you have two, three, or four kids that have classes to get to, each day that time accumulates. If it takes 10 minutes to wait to use the restroom times one week, we're talking about 50 minutes of time; so, one of the renovations is additional restrooms.
- Anybody who has driven on 80th Street has seen the lineup outside of Park High School; this photo shows that.
- On the southern end of the School District, you're familiar with Next Step; we also have Pathways, which is our 18-to-21-year-old programming. Currently, that programming is split into two, a south side and a north side, and our hope is to consolidate that to better meet student needs.
- If you look at our Alternative High School, you can see a parking lot space, no green space, and no Career and Technical Education (CTE) space. So, we want to ensure when we think about programming and delivery and supporting students, that those things are in place.
- This is a photo of Woodbury High School's cafeteria on any given day. If you went into any of our three high schools during lunchtime, you would see many students sitting on the ground because there simply is not enough space in the cafeterias.
- This is really the way it looks at East Ridge High School in hallways, stairs, and classrooms. As noted, East Ridge is the high school that is the most over capacity.

Director Pyan gave details on each of the components:

Elementary School Overview: Key upgrades and improvements for aging infrastructure, improvements (restrooms and cafeterias). Adding and renovating collaborative workspaces to address student growth. Additions to some schools, including Cottage Grove Elementary and Grey Cloud. Transformation of Newport Elementary into an Early Learning Center. Construction of a new Crestview Elementary in a central district

location in Cottage Grove. Repurpose the current Crestview building for the Alternative High School; create a campus between Park High School and the Alternative High School and change some of the traffic pattern to get the congestion off of 80th Street. Construction of new Pine Hill Elementary, on the same site, while current school is still open. This plan would provide the most minimal attendance boundary changes. Early Learning Overview: Liberty Ridge Site II will continue as an Early Learning Center. Expand Early Learning programming by repurposing Newport Elementary into an Early Learning Center. It'll have Early Childhood Family Education (ECFE), preschool and pre-K programming, early childhood screenings required before children enter kindergarten, Early Childhood Special Education. Assessments, evaluations, intervention visits and intake meetings for approximately 900 students, from birth to age five. Middle School Overview: Key upgrades and improvements for aging infrastructure (restrooms, cafeteria, etc.) Increasing capacity, especially at Oltman. When we built it, we built it planning to expand when needed, now finding we need to expand it even sooner. Construction of new, secured entryways in our middle schools. Increase capacity at each to 1,400 students. Minimal attendance boundary changes districtwide. High School Overview: Not proposing to build a new high school but will expand three high schools' capacities. Construction of classroom additions. Expansions of cafeterias and kitchens. Creation of multipurpose space for online learning. We started an online school, it's coming this next year; that doesn't mean everybody's sitting at home for school, they're taking one-or-two classes so they're still coming to the building but need a collaborative space for them to learn online. We'll be creating CTE spaces. Moving the Alternative High School over to the current Crestview building. Redesign sites at Park and Woodbury to improve traffic flow. Increase capacity to 2,400 at Park High School, 2,200 at Woodbury, and 2,500 at East Ridge. Special Education and Support Sites Overview: Construction of centrally-located District Service Center (DSC) on new Crestview Elementary campus, to consolidate support staff, community education, enrollment services, and space for meetings and professional development. Renovate current DSC for Next Step and Pathways transition programming, ages 18-21, and retain current warehouse and storage; so, we can end our current leases with two spaces. Renovate Central Park for use by SoWashCo online, adult basic education and special education. Construction of a satellite transportation space for more school bus parking in addition to that on West Point Douglas Road, as it has run out of space. Purchase 120-to-160 acres of land for future use, which would be enough to actually handle a high school, a middle school, and an elementary school; we just feel now is the time to get the approvals and work with the cities and have land ready for the next ten years, after this next ten years. Projected Enrollment: Director Pyan displayed a graph of current capacity, projected enrollment, and proposed capacity; it's easy to see that we'd be over capacity on all three levels if nothing was done.

Superintendent Nielsen stated our District webpage contains answers to frequently asked questions and our communications team has developed a website, sowashco.org/facilityplanning, where impacts for every school are listed and what each school would get if the bond were successful. She stated they'd be happy to take any questions from the Council.

Council Member Olsen thanked them for their presentation; a public information campaign is really always challenging. They'd mentioned levies are for learning, and bonds are for building, and there's a lot of confusion about that. Some comments that he sees and things that he hears when he talks to people are that the School District has been very irresponsible with its money, the bond rating is not good at the School District, if the School District was a business, they'd be out of business, etc. His response to those people is that they're talking about two different things, children coming to school, which is the learning part, and they're not talking about the bonding part. If the School District was a private business, they could charge whatever they chose to provide the service that they provide in order to remain solvent. So, as far as he's concerned, that's not an issue.

He asked them to address for the public: 1) We hear about the legislature, who passes school funding bills, or they don't, as was the case this year. We're hopeful that they'll come back for a special session after the election in August, but there's no guarantee of that. A bill passed the House for \$1.15 billion (as a portion of the surplus that the State currently enjoys of over \$9 billion) for school funding; that's not for building, that's for learning, so that wouldn't have any impact whatsoever on this referendum; he asked them if that was accurate. Superintendent Nielsen and Director Pyan replied that that's correct. 2) He stated historically, in an even year, the legislature does a bonding bill, but they did not do one yet this year and didn't know if they would. He asked Director Pyan if schools could get in on those bonding bills or not. Director Pyan replied no, that's not part of the school funding repertoire. You would think there would be pretty high bonding bills if all the schools got in, too, and he wondered if that's one reason why we can't participate. He added they just had their property appraised for their insurance policy, and we're over \$1 billion in buildings right now.

Council Member Olsen stated he'd asked that question because he already knew the answer but wanted the public to know that bonding bills at the State legislature are for special projects like the HERO Center next door to City Hall. But public schools can't get a piece of that pie, so the only option they have is to go to the voters.

Council Member Olsen spoke about the value of District 833; he admitted he's biased, as he went to 833 schools, graduated from Park High School, his kids attended 833 schools, and both graduated from Park High School. The reality is it's a good, solid School District, well rated, well thought of, it delivers excellent service, is absolutely critical to having a healthy community. He knows Mayor Bailey strongly believes that, too. The City of Cottage Grove is better because we have 833. People move to this community, and one reason we're building so many houses is because people want their kids to get a quality education. Also, when you have good public schools, crime rates go down, and there are a whole host of other benefits because schools get involved in community education and so many other things, like Kids Club, basketball camp, etc. So, our schools get used year round; it's not just September through May and then we mothball those buildings. They are constantly in use, and they are massive contributors to the overall health of a community. When you don't have good schools, you don't have good communities.

Council Member Olsen spoke about facilities. If you want to attract good talent, which he knows they do, they want to have great teachers and really good

paraprofessionals, your facilities have to be much more than just adequate. Right now, they're struggling along with adequate in many cases because you've got people learning in closets. If you want healthy schools and healthy communities, you need to have facilities that speak to that. You can't just say, hey, we're a great School District. It's just like any business: If you walk in the front door and the business is not well kept or it's old and there's failing infrastructure, etc., you're not as appealing as the business next door, that might have a new storefront.

Council Member Olsen spoke about safety, which he thought was the most important piece. They briefly touched on it in their communication; he asked if they could take another minute to talk about the fact that not only are you talking about capacity, etc., but we all hear in the media about terrible things that happen across the country. If you want to keep kids safe, safe school buildings is a big deal. He knows that many of the facilities that they're planning would have significant upgrades in safety. He asked them to touch on that. Director Pyan stated it's mainly providing secured entrances because that's really where everything can be controlled. Some of our middle schools have a secure entrance, but once someone gets in, they kind of have full reign. So, we'll readjust those so that if you went into some of our other schools, you'd know that you have to go through a maze to get in, just to make sure that you go through the office before you get into the building. We'll get that done at those middle schools that don't have the secure entry. We'll be looking at more camera upgrades, etc. Much of the safety needs everybody's help: If visitors at schools see something, let someone know. Don't let people in through doors they're not supposed to go into, etc. But, yes, as part of the bond, we're excited to get those secure entrances, especially at Cottage Grove Middle, Lake Middle School, and Woodbury.

Council Member Olsen stated he appreciated so much good information in their presentation. He knew people liked to talk about things that aren't necessarily relevant to this, but if they wanted to get answers, how should they do that; is it best to plug into the website, or is there a phone number they should call to get that information?

Superintendent Nielsen stated they can email any one of us at super@sowashco.org; we are available, and we answer a lot of questions every day. There is another link where people can go online and just fill out the information; we will certainly get back to them.

Superintendent Nielsen stated she appreciated Council Member Olsen's comments. She thought the value of education and the cost of education have both increased over time, and we're all in competition with each other. What we pay our paraprofessionals, our bus drivers and mechanics, and every single bargaining group, we're all in competition. Having been with South Washington County Schools since 1991, she knows how much we've grown and how much we've changed; the opportunities, programs, and course offerings that our students have access to is first class. There are so many options for students, and in order to do those things, it costs money. When we do budget adjustments, that's an extremely difficult process because every program has value for a student or a group of students. She thanked Council Member Olsen for acknowledging the importance of our School District within the community of Cottage Grove. She stated that's greatly appreciated.

Council Member Khambata thanked Council Member Olsen for his very good questions. He stated he spent a good amount of time on the Planning Commission before he got to the City Council; with almost every project, we built things, including this building, with long life expectancies. So, as we invest in infrastructure, we're not looking at what today's needs are, we're looking for needs ten years from now. Budget planning has many nuances; he appreciated them explaining their logic, the projections based on estimated number of houses and how many children they expect, etc. He made an observation that the elementary schools have more kids than the high school, so there must be some attrition. He asked if they saw kids moving to specialty schools or moving out of the District; he was just curious about that. Also, in crunching the numbers, if we're at 18,000 students, a 3% or 5% growth means a lot to us; if you're a School District with a few thousand students, it's easier to absorb 30 or 40 students versus 500 students. He just wanted to dig a little deeper into where those students go, and also how you kind of anticipate where they're coming from.

Director Pyan replied if you're just looking at the graph, the elementary schools have more grades than the high school. We actually have more enrollment; the grades get higher as they go up mainly because St. Ambrose only goes to 8th grade, so many of those kids will move into our system. So, we pick up a lot in 9th grade, which is where we have a bubble. He likes to look at enrollment and we look at these bubbles that come through. Generally, what happens in our District is we get a little bump in 9th grade, basically because of St. Ambrose. We had our highest enrollment ever in 2020, 18,754. Of course, when the pandemic hit, everybody lost; statewide, he believed there was a loss of 60,000-to-70,000 students. Of course, we lost some, too, but they all went to private if they could keep going; the private schools filled up pretty fast. We lost maybe 200 and most Districts lost more; he's not sure why, but now we're just slowly crawling back. He believed that next year we might get back to our record number again if things keep moving, but we had a little hiatus in our enrollment growth. Generally, we're growing; at least since he's been here, we've grown 1-to-1.5% per year. When you multiply that out by the numbers, that's 180 kids. Superintendent Nielsen stated that's seven-or-eight elementary sections for sure. Director Pyan stated those just come naturally, and then with all of the new housing, more are coming. Council Member Khambata thanked him for that information.

Mayor Bailey thanked them again for coming here tonight; he thought the information was important, and they've kept all Councils informed on this process, where the numbers are coming from, and liked that they've got the website and a lot of frequently asked questions on that. He stated his entire family, including his grandchildren, have attended South Washington County Schools. He's very proud of all of the years of work and dedication to our community and others. He had actually attended Pine Hill Elementary School, and it's had some additions since he went there. When you look at what the needs were then to what the needs are today, and how many things have changed over the years, those particular schools have not changed. He believed they were trying to modernize schools and make them more efficient. He knows people often comment about a lot of 'waste', with the number of people in this building and that many in another building; the reality is you can't not have a janitor and not have a lunch

person in these different buildings. Every building has to have somebody, so if you can actually build something that's more efficient and has more capacity, it's less likely you're going to have to do some expansion into the future, at least to the extent of having to build entirely new buildings. He thought their efforts to try to work on some of these issues with some of these older buildings within our School District is important to bring up.

He mentioned that costs aren't getting any cheaper; he knew that they were hearing a lot right now because of inflation, etc. Even before inflation, when the City first started talking about a Community Center referendum, the price tag when it was first discussed he thought was around \$13 to \$15 million; by the time we actually went to a referendum question, it was \$42 million plus. So, when you talk about some of the things that you were trying to do back in 2015, that would have taken away the need for such an expensive bond referendum for this year. That goes to show you when you delay projects, the needs don't go away, they just get pushed down the road farther; at some point, you're going to have to pay the piper. Again, he appreciated the fact that they're trying to get it done all at once.

Mayor Bailey stated we hear a lot of talk about Newport Elementary, so he liked that they explained the future of Newport Elementary, that it will still be a school. It's going to be repurposed to Early Childhood Education, birth to age five, so it's still going to be an important part of the School District. He asked if that's for everybody in the School District to use. Superintendent Nielsen replied yes, they'll be programming from across the District. The great thing is that the School District still owns the school building; should things change in the future, such as needs or population, we have options available. We were intentional about making sure that we continued to own that, and it's just a remodel or a renovation and a repurpose of the building.

Mayor Bailey stated he thought it was important that they're trying to plan for the future, even beyond what we're talking about; he's referring to purchasing land. As we've learned recently, by the time the School District comes around and says we need a new elementary school, so we need some property, pretty much everything has already been purchased. That's not just in Cottage Grove, that's in Woodbury and all the surrounding communities. He thought the fact that they're looking to secure funds in advance to plan for the future was very important, and that should be acknowledged and appreciated; they're trying to look well down the road so should the need arise, there's actually something already there, and they're not paying premium dollars for a property.

Mayor Bailey thanked them and wished them good luck with the bond referendum. Superintendent Nielsen and Director Pyan thanked him.

C. Night to Unite Proclamation and Event Overview

Staff Recommendation: Proclaim Tuesday, August 2, 2022, Night to Unite in Cottage Grove. Receive a presentation providing an overview of the event and the scheduled activities.

Officer Dan Schoen, Community Engagement Officer, stated it was an honor to be here to talk about Night to Unite 2022. It will be held on Tuesday, August 2, 2022, and we're

looking forward to having lots of people join in on this community event. It's another time to exemplify the great work that is going on in the City of Cottage Grove and Public Safety in general. The purpose of Night to Unite: Heighten crime and drug prevention awareness that we do and that we need to do; Generate support for participation in anticrime efforts; Strengthen neighborhood spirit and police-community partnerships; Send a message to criminals, letting them know that neighborhoods are organized and fight back, this is our town, and we're going to look out for one another.

Night to Unite has the Police Department, Fire Department, elected officials, and City staff visit many gatherings as part of this crime-prevention event. We asked our citizens to register by July 26 to guarantee a visit; he noted we've been doing Night to Unite for quite a few years.

We also have two campaigns: Fill the Bag, where neighbors donate food that is collected to the Friends in Need Food Shelf; and Fill the Backpack, where neighbors fill a backpack with school supplies, and the backpacks are also donated to the Friends in Need Food Shelf.

A coloring contest is being sponsored by the Parks and Recreation Department. The grand prize is a shelter rental at the Highlands Park Splash Pad; download that form from the City website, and we ask that that form be turned in before 4:30 p.m. on Tuesday, July 26.

This is truly an all-City event, as Public Works will be helping by bringing out barricades so people can have their parties. All activity information is also available on the City website. He acknowledged all of the work that Charlene Raymond, who works in the Records Department of our Police Department, has done for Night to Unite. She puts in a lot of time on this, gets it organized with spreadsheets so everybody can visit the parties that they want to go to; we take requests from people who really want a fire truck to stop by or they really want to see Mayor Bailey, Council Member Olsen, City Administrator Jennifer Levitt, or whoever they want to visit their party. She organizes all of that, which is something that's beyond his capabilities, so he thanked Charlene for all of her work on that.

Officer Schoen stated he's been here for 21 years, but he's never worked in a time when we, the Mayor, City Council, and City Administrator take such an active role to make sure that the citizens know that we're here to serve them. We also need their help, and we're going to work together. Night to Unite is part of that effort. He thanked Council for all of their support of this event.

Mayor Bailey asked if somebody still wants to have a party if they can still register or if that deadline had passed. Officer Schoen replied they can register until next Tuesday, July 26. He stated that Charlene told him that they're already at over 50 parties; when we were at 40, both Director Koerner and I both said that's pretty great, we'll be happy with that. Charlene said, no, we need to be over 50 because our City is growing and there are new neighborhoods, and they need to know each other. She's worked hard to make that happen, so we're over 50.

Council Member Olsen read aloud the Night to Unite Proclamation for Tuesday, August 2, 2022.

Motion by Council Member Khambata to proclaim Tuesday, August 2, 2022, Night to Unite in Cottage Grove; second by Council Member Olsen. Motion carried: 5-0.

7. CONSENT AGENDA

- A. Authorize MN Department of Natural Resources Natural and Scenic Area Grant Agreement for land acquisition at the future Mississippi Dunes Park.
- B. Accept the donation of the medical stimulation manikin from HealthPartners Clinical Simulation Center to be used by the Cottage Grove Fire Department and authorize the City Administrator to execute the Donation Memorandum of Understanding.
- C. Approve the Pipeline Crossing Agreement with Northern Natural Gas.
- D. Receive information regarding the Reimagining Recreation online survey.
- E. Approve the Permanent Utility Easement with NP BGO Cottage Grove Logistics Park, LLC.
- F. Authorize issuance of a single-occasion gambling license to St. Rita's Church at 8694 80th Street South on September 16-18, 2022.
- G. Approve the issuance of rental licenses to the properties listed in the attached table.
- H. Accept and place on file the minutes from the Planning Commission meeting on May 23, 2022.
- I. Approve the 2022 Grant Agreement for Municipal Recycling Grant Distribution for \$56,210.00.
- J. Adopt Resolution 2022-106 approving the conditional use permit for installation of three antennas to the City of Cottage Grove water tower and ground-mounted equipment on the property located at 8520 81st Street South.
- K. Authorize issuance of Tobacco License to CG Smoke Shop, Inc. at 8457 East Point Douglas Road South, and terminate the current Tobacco License for CG Smoke Shop, Inc. at 8461 East Point Douglas Road South.
- L. Authorize issuance of a Temporary Liquor License for St. Rita's Church at 8694 80th Street South for the Fall Festival on September 16-18, 2022.
- M. Adopt Resolution 2022-108 updating the Non-Represented Pay Plan with four position reclassifications.
- N. Adopt Resolution 2022-107 approving plans and specifications and establishing an August 11, 2022, bid date for the River Oaks Golf Course improvement project.
- O. Receive 2022 Mid-Year Storage Plan Progress Report.

Mayor Bailey stated he wished to speak about two items on the Consent Agenda; the first was Item A, the Minnesota DNR Natural and Scenic Area Grant Agreement, as staff has been working hard to ascertain funds from different groups and agencies to purchase land for parks. We're also trying to purchase land along the Mississippi River and the Mississippi Dunes golf course area. Staff received notice from the DNR that the

City of Cottage Grove is eligible for a Natural and Scenic Area Grant Agreement for \$500,000. We're working with Washington County to see if they'll match that with us, because there are some matching components, and we believe that that will happen. This will help us purchase additional acreage that we want to add on to a future park there. He thanked the staff members who completed the grant applications to make that become a reality.

The second is Item D, Recreation Survey Results and Update. Staff provided us with an overview of all the information that we received from the citizens of Cottage Grove over probably the last four-or-five months. We just wanted to hear from the public about our parks and what they're looking for in the future. There was a lot of data received, but five key takeaways were: Aquatics, Buildings, Indoor Features, Outdoor Features, Visually Aesthetic Requests. Staff broke it down a bit further: Aquatics: Splash Pads, sprinklers, water slides, a pool, or a manmade lake. Buildings: A music bandshell, having opportunities to use buildings in the winter, creating a food truck park, a refrigerated outdoor ice rink, similar to the oval in Roseville. Indoor Features: More restrooms, not porta potties, an indoor track, indoor fitness equipment, better accessibility for people in wheelchairs and with other physical limitations, a Ninja Warrior course, sensory features for all ages (dirt tables, bubbles, water foam, etc). Outdoor Features: Fitness equipment, more walking and biking paths, playground equipment for a variety of ages, access to the Mississippi, outdoor grills, benches, community gardens, better accessibility for people in wheelchairs and other physical limitations, another dog park, a sledding hill, a Ninja Warrior course, and sensory features. Visually Aesthetic Requests: More trees for shade, better landscaping with native plants, more flowers and plants for pollinators, more signs with historical information about the area.

Mayor Bailey stated he really appreciated the number of people who participated in the survey and the amount of feedback that we received. The data was very extensive, and staff was able to determine what citizens wanted, which was very good. At this point, we're still sorting through all of the data; some things mentioned we're already in the process of doing, and we may be looking at some others down the road as options.

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 7/08/2022-7/21/2022 in the amount of \$907,638.37.

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

9. PUBLIC HEARINGS

- A. Church of St. Rita Fall Festival Special Event Permit

Staff Recommendation: 1) Hold the public hearing to consider the Special Event Permit application for Church of St. Rita. 2) Authorize issuance of a Special Event Permit to the Church of St. Rita, contingent upon conditions outlined in the memo from Public Safety Director Koerner and Community Development Director Christine Costello dated July 14, 2022, and all applicable state and local statutes.

Pete Koerner, Public Safety Director, stated St. Rita's Fall Festival has been held for many years, it's very well run, but they applied for this Special Event Permit. It's been reviewed by necessary departments, and notices were sent out for the public hearing without any responses. Tonight, we'll be looking for approval of the permit. He reviewed their permit, noting their layout seems to work pretty well. Public Safety didn't have any suggestions, but there's going to be something there for everyone; he personally is excited about their pig roast dinner, so we'll be stopping by. He reviewed the Hours of Operation: Friday, September 16, from 4:00 to 10:00 p.m.; Saturday, September 17, from 9:00 a.m. to 10:00 p.m.; Sunday, September 18, from 8:00 a.m. to 3:00 p.m.

Director Koerner stated the Special Permit was in the Council packet, along with the conditions, and really nothing has changed. They have a great location because they're neighbors to our Central Fire Station, so additional parking and First Aid work out really well. Emergency Preparedness Plan: We take this very seriously, and we'll make sure we have updated plans if things in society should change. The church works well as a shelter should there be any severe weather. Food Sales: They obtain their permits from Washington County; something new this year, of which they're aware, is any food trucks need an annual license, so we'll also work with the applicants on that. Noise: They get a permit for the temporary stage, as they want live music on Friday and Saturday night until 9:30 p.m.; they have it set up so that the music doesn't really affect any of their neighbors. Liquor License/Gambling Permit: Were on tonight's Consent Agenda and were approved. Parking: There are times when it gets pretty busy, but all of the neighbors realize for one weekend of the year people might be parked on the street; again, we open up our visitor parking lot at the Central Fire Station. When we built the Central Fire Station, they let our vehicles park in the church parking lot, so we're returning the favor.

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

Motion by Council Member Khambata to authorize issuance of a Special Event permit to the Church of St. Rita, contingent upon conditions outlined in the memo from Public Safety Director Koerner and Community Development Director Christine Costello dated July 14, 2022, and all applicable state and local statutes; second by Council Member Thiede. Motion carried: 5-0.

10. BID AWARDS - None.

11. REGULAR AGENDA

- A. Dunkin'/Baskin Robbins Conditional Use Permit and Variance
Staff Recommendation: Adopt Resolution 2022-105 approving a conditional use permit for a drive-through order lane to be located at 7584 80th Street South and a variance permitting a trash enclosure to be constructed with a zero lot line setback.

Emily Schmitz, Senior Planner, stated this conditional use permit (CUP) and variance are for the building located on the northeast corner of 80th Street and Hemingway Avenue. The building has been there since about 1970, with multiple tenants over the years, and it's certainly in need of a little bit of a facelift. The CUP will allow for a drive-through on the northern portion of the building for a Dunkin'/Baskin Robbins. They'll use the existing access in and out of the site and will do some other site improvements.

It's important to note with the parking and the stacking of the Dunkin'/Baskin Robbins joint venture, the business model is focused on the drive-through aspect, but there will also be several interior tables. The way the site plan has been oriented allows for our Code stacking minimum of six on the site. This proposed flow also allows for some potential additional stacking, to keep it on site, as opposed to extending out into the public right-of-way on Hemingway Avenue. The Applicant is also proposing some screening on the north end with some potential redevelopment opportunities into the parcel on the north; that fencing will allow for just a little bit of a buffer. We would look for some landscaping, but with the site as it currently is, it's a little bit tricky to fit all of that in there so it will still serve the purpose.

Planner Schmitz stated the variance request is for the dumpster enclosure; there's currently no enclosure on the site. With the redevelopment of the site, a dumpster enclosure will be constructed so the Applicant has found the area on the site that keeps it most visually appealing. It will be kept away from 80th Street and will be tucked in on the site as best as they can; the parking lot currently extends all the way to each property line, so placing that dumpster enclosure on that property line certainly aligns with a variance request and that practical difficulty on the site. Those materials will complement the building itself, as the colors will mesh and match, so it will really blend into the site.

Other items on the site that they're planning to improve include the monument sign; the Applicant will use the existing base but will improve the sign's appearance, as they plan to use some of the same materials as the Grove 80 sign across the street to blend the two redevelopment sites together. They'll paint the building and create some more storefronts for future tenants on the south side of the building; they'll replace some windows, doors, and will add some canopies, so are trying to bring the site back to life.

Planner Schmitz stated the Applicant, Lisa McCormick, is here tonight, and she may be able to provide some more details on timing. Staff is also here to answer any questions from Council.

Council Member Thiede asked how much of the building will Dunkin'/Baskin Robbins be using; he also asked if the existing tenants were staying and if it's intended for there to be three other tenants. Planner Schmitz replied potentially there would be four

tenants. Council Member Thiede asked if one of the doors actually went into two different areas, and Mayor Bailey replied that right now it actually does.

Applicant Lisa McCormick stated it was a pleasure to be here tonight; this has been a while coming and we're excited to be at this stage. The Dunkin' franchisee had a previously planned vacation, so he wasn't able to be here tonight, but asked her to convey his appreciation for the support of City staff and Council. Ms. McCormick stated she'd answer any questions, noting site improvements on which they spent the most time, aside from the drive-through, were the monument sign and the trash enclosure. They did their best within the constraints of the site to improve it to the extent they could bring it closer to conformity; they felt they came up with a reasonable plan that works.

Mayor Bailey asked when they thought that they'd be open for business. Ms. McCormick stated that they're hoping mid-fall. Mayor Bailey stated he knew that supply-chain issues have been a factor for many and thanked her for speaking tonight.

Motion by Council Member Olsen to Adopt Resolution 2022-105 approving a Conditional Use Permit for a drive-through window and a Variance to allow a zero lot line setback for a trash enclosure located at 7584 80th Street South; second by Council Member Khambata. Motion carried: 5-0.

B. CBD & Cannabis Interim Ordinance

Staff Recommendation: Adopt Interim Ordinance 1060 prohibiting the establishment of new uses or the expansion of existing uses related to cannabis and nonintoxicating cannabinoids (CBD) sales, testing, or distribution for one year.

City Attorney Korine Land stated she'd provided a lot of historical information just to show the roadmap of how we got to where we are today. Even a month ago, she would have said she knew where we were and where things were going until everyone realized that the legislature had thrown a curve ball into their last-minute adoption of a very large omnibus bill. That law basically defined certain CBD uses that contain THC that would be legally able to be sold in the State of Minnesota. It is a one of a kind; there is no other state in the U.S. that has a similar law, and reasonable attorneys' minds disagree on exactly how it can be interpreted, what can be sold, and how it can be sold. So, many City Attorneys in many cities are taking the same approach that we're recommending tonight, which is we need to take just a little bit of time to study the issues, determine where these uses are appropriate, how they should be best monitored by the City if needed, whether that be through zoning, licensing, or both. The only way to do that is there's a tool in law called an Interim Use Ordinance, and it is a moratorium. It just takes a time out so that the City can study the issue and then come back with appropriate regulations as the policymakers feel are best used for this community. So, that's what we're recommending tonight. It is officially a 12-month moratorium, that's the maximum it can be in place, but it can be terminated earlier upon

adoption of any regulations that Council chooses, or upon abandonment; if you decide that you don't want to do anything at all, you can just terminate it at any time.

The effect that it has on existing businesses that are already selling these products is they can continue to sell in the same manner and volume and type that they are doing today. They cannot expand once this moratorium is adopted, nor can any new businesses choose to sell these products or open for business. That is what a moratorium does, it stops things in place today so that things don't get bigger than you anticipate or than you expect. You can then put your appropriate regulations in place that you see fit and have the community grow the way you want it to; so, the recommendation is to approve this moratorium tonight.

Council Member Olsen stated Attorney Land mentioned that one of the benefits to the moratorium is it gives us some time to analyze what's really going on, how we can best monitor it, etc., but she also said that anyone who is currently selling can continue to do so, without any expansion of what it is that they're currently doing. The moratorium is intended to hit the pause button for anybody new, who might want to sell. He asked: 1) If we pass the moratorium tonight, how do we know who's already selling so that we can say we know these people are selling, these people are not, so that we can ensure that they don't expand the use in which they're currently engaged? 2) How do we communicate to other potential retailers that they cannot put this product on the shelf until such time as we have a discussion as a Council and put reasonable regulations, monitoring methodology, etc. in place?

Attorney Land stated if this is adopted tonight, we've actually prepared a communication to be distributed tomorrow, by mail. For those businesses that the City staff is aware are selling these products, they will personally visit the sites next week, once we're sure that everybody should have received the letter, to be personally informed of how it affects their business. For those that we don't know they're selling, of which there are many types, retail or some kind of a service establishment that has a little product line off to the side by their cash register, we won't know about all of them that are selling today. We'll send the letter to every business that we can possibly think of that could be selling them, perhaps through the Chamber of Commerce.

Council Member Thiede asked what if people in town just start selling it, kind of like they sell stuff on eBay?

Attorney Land replied as we become aware of them, we certainly would contact them and tell them to just pause until we can figure this out. We're not going to go in and take people's products off of their shelves, but if they open a business during this moratorium, we will inform them that they need to stop. Once we adopt something, that's when the moratorium will stop.

Mayor Bailey stated he felt the biggest thing about this was there were no parameters when this bill got passed. For the public, this could be sold almost anywhere. There are certain limits that we put into place in our community for not having two liquor stores next to each other, not having adult uses in certain districts, etc. So, the idea behind this is for us to hit a pause button and to be able to actually set up an ordinance or a

process so that should they want to come in, and we're not saying they're not going to be able to come in, we just want to make sure that we're always aware of some of the limits. There aren't even parameters in this bill that was passed that addresses who can sell it, the ages, etc. He was frankly surprised on how it came out, and he's sure Attorney Land was, too. Normally, if somebody's selling tobacco, there's a process, there's training, etc., the same with alcohol or guns or whatever. There isn't anything with this, but this obviously could impair someone's driving, etc. We want to make sure that we're keeping our community safe. Eventually, it will be here, and we'll change the ordinance, but we also want to make sure that there are various parameters in place.

Motion by Council Member Khambata to Adopt Interim Ordinance 1060 prohibiting the establishment of new uses, or the expansion of existing uses, related to cannabis and nonintoxicating cannabinoids (CBD) sales, testing, or distribution for one year; second by Council Member Olsen. Motion carried: 5-0.

12. COUNCIL COMMENTS AND REQUESTS

Council Member Khambata stated that he's really looking forward to Night to Unite. It's really encouraging, as we saw with the School District here and our award ceremony tonight, how engaged and involved our community is.

Council Member Olsen thanked the public for their attendance at this year's Fourth of July celebration at Kingston Park. As part of the Cottage Grove Lions Club, this is one of our favorite events in which to participate. Due to concerns about weather, people didn't really start showing up until closer to 8:00 p.m., but we had our most successful event ever. When the fireworks went off, we saw that the entire park was just packed, including people who were in their vehicles up at the top of the hill by the middle school. It was nice to see that so many people came out, it makes for a very fun event, and it also spoke to the strength of our community and the fact that people want to engage and participate. He thanked the public for that, and he thanked all of the City staff members from our Public Safety team, our Public Works team, etc. who gave of their time to make sure that the event went off without a hitch and we could execute the event safely.

He also thanked Economic Development Director Gretchen Larson for joining him for coffee yesterday. He had a really great opportunity to chat with her; she's relatively new with the City, but she comes with a wealth of knowledge and experience from working in municipal government for so long. It was really neat to hear her philosophy on how to approach economic development, etc. He's also grateful that we have somebody on our team with her attitude, enthusiasm, and knowledge; she's really embraced the community in her time here, so thanked her for that.

Finally, he thanked City staff for all of the hard work and effort that they've been putting forth for months, but especially in the summer months. People don't always see what goes on behind the scenes, and we could spend hours talking about all of the different programs that are being executed right now through Parks and Recreation, the upcoming Safety Camp with Public Safety, the Fourth of July event, Strawberry Fest,

and all of the various development things that are going on, including the trip to ICSC in which staff also participated. There's so much going on that it just boggles his mind that our staff can keep up with the volume of work; that's due in large part to the dedication that they have, their willingness to stay late or come in early when necessary, to participate in different events, and be present for ribbon cuttings, etc. We have got just a top shelf City staff; it's the best team that he's seen in his time as a Council Member, and the culture that Administrator Levitt has established through her work with the various directors and the line staff in all the various departments is just unbelievable. Our citizens benefit from that tremendously. He again thanked the staff, as he knows that they're all up to their elbows in work, but they continue to do everything that they do professionally, with excellence. Director Larson told me when we met the other day that Cottage Grove doesn't do ugly, and Cottage Grove doesn't do shabby. Administrator Levitt is probably as close to a perfectionist as the world has ever seen, and the fact of the matter is that staff delivers in a big way.

Mayor Bailey stated he agreed with Council Member Olsen's comments, as those were perfect.

Mayor Bailey stated as the public is very much aware, we've had some challenges in particular parts of our community with some Xcel power outages; some of them were just flashes or surges, with the longest being up to 12 hours. If any citizens or businesses have experienced this recently, he apologized for that happening. He stated it's not the City that's having an issue, but it's some challenges that Xcel is having. We've been having ongoing conversations with Xcel to get a deeper dive into what's going on and perceptions that are out there, whether real or not; we want to know as a community. He'd recently put a post on Facebook about the power outages, and asked citizens to tell him where they live and how long the power was out. He had more than 300 citizens reach out to him; some gave him the actual times, some talked about extra surges and trends outside of the two main times that happened, that there are certain areas of our community that have had power outages up to four times in the last month to six weeks. He felt that was unacceptable. He read comments about our seniors, as all of our senior facilities in Cottage Grove were without power, one time for 12 hours, so that's a challenge. Over 50 businesses reached out to him, some of them restaurants, including Dairy Queen, and Whispering Gardens, in Old Cottage Grove. He wanted the public to know that the City, our staff, and the Council care about this; we will be having a meeting with Xcel, who will be provided with the information received, and they'll be investigating further to understand what's going on. They'll determine if they're infrastructure issues or what's causing the power outages; going forward, we can hopefully minimize them to storm-level events. All of those who reached out to him said that they'd understand if a storm came through, especially if a tree fell on a power line. But with these power outages of such long duration, something is just not right, so we've got to figure that out. Mayor Bailey thanked everyone who'd provided information to him on this issue. Xcel will be at a future Council Meeting to give us their feedback and tell us what they're going to do to make sure that these power outage events are as minimal as possible.

Council Member Olsen stated our former State Senator, Katie Sieben, is part of the Public Utilities Commission, which regulates Xcel Energy; he knew Mayor Bailey had been in contact with her on several occasions about some of these issues. Mayor Bailey is really pulling out all of the stops, so the residents are very lucky to have Mayor Bailey being actively involved in this, and he felt we're going to get some traction.

Mayor Bailey stated we will get some traction, as this is unacceptable. If he was living in these areas and his power was out for hours multiple times during the hottest days of the year, that's just not acceptable. So, we'll get these things fixed and make these things be an issue of the past.

Mayor Bailey stated he'd also spoken with Public Works Director Ryan Burfeind about what effects these power outages had on the Public Works side of things. He learned lift stations went down, water pumps went down, which of course meant that we had to use generators, but our Ice Arenas went down; as a matter of fact, so much so that the ice was truly melting, and the white color that's put in the ice started coming to the top. All of these things even affected us as a City in a variety of different ways. The reason he brought that up was because he wanted to give kudos to our staff; as soon as these things started happening, Director Burfeind had called me right away, Director Koerner was on the phone with Xcel, and our staff was called out to ensure there weren't issues with stoplights or our pumps.

Mayor Bailey stated as previously mentioned, staff had acquired money for open spaces; while we haven't yet received this, a bill made its way through the House, and we have really been working hard to find pots of money to help with projects within our City, whether for future roadway infrastructure improvement or the Shoppes at Cottage View. We know that we need to finish the last section of 80th Street, and we were informed that in the omnibus bill that there is \$7.9 million that has been directly allocated to the City of Cottage Grove; that has passed the House and now it goes to the Senate, so we'll obviously be in touch with them. That would be money that would be put towards the reconstruction of the 80th Street and East Point Douglas Road area; that area is only secondary to Jamaica Avenue and East Point Douglas Road South, which we are going to be doing next year. He wanted the public to know that our goal is to try to lessen the tax impact on the residents and businesses. That's why we always try to find additional sources of money; we're keeping our fingers crossed on another significant road project, and should that come to fruition, he'll be more than happy to announce that. He also noted that State Representative Angie Craig had called to tell him that the work for 80th Street had made it through the House bill; we appreciate all of the work that she's done for the City of Cottage Grove.

Mayor Bailey stated tonight's workshop is open to the public, and it will be held in the Training Room. We'll be discussing our interim water treatment plan, our utilities and engineering division building, and additional workspace for the City Hall/Public Safety building. There are not any workshops closed to the public tonight, so we'll be adjourning this meeting from the Training Room once the workshop is completed.

13. WORKSHOPS - OPEN TO PUBLIC - TRAINING ROOM

A. Interim Water Treatment Plan

Staff Recommendation: Receive information on Cottage Grove's Interim Water Treatment Plan.

Director Burfeind spoke about the City's PFAS situation and where we stand today. Right now, we have three interim water treatment plants: Wells 3 and 10 were treated in 2017; the third treatment plant, built in 2020, could treat either Well 7 or 8, but it can't treat both of those. The four wells listed are four of the wells that had a health advisory put on them in 2017; that means they exceeded the health-based values (HBVs) that the Minnesota Department of Health (MDH) had set. Two of the six chemicals we have in the water are PFOA and a little bit of PFOS; those are really the main drivers of PFAS contamination, they were the first two in the 2000s that came out with HBVs. Right now, the MDH is at 35 parts per trillion for PFOA, 15 parts per trillion for PFOS, so there are just very small amounts in the water. Parts per trillion is a very low number, it's basically one of the few chemicals the MDH looks at that they measure, and a very small amount can trip the threshold requiring treatment. The EPA has always been kind of behind them; so, when MDH was at 35 and 15, the EPA was at 70. The EPA has always been higher than the State of Minnesota, and the State has always been kind of ahead of the game, looking at scientific studies and making sure the water is safe.

On June 15, 2022, the EPA released new health advisories, but these are not enforceable advisories for those two chemicals; basically, its 4 parts per quadrillion for PFOA and 20 parts per quadrillion for PFOS. The reporting limit is 4 parts per trillion, so they're 1,000 times lower than what they can even detect, based on today's technology. So, basically the EPA said we think 0 is all you can have; if you detect anything in your water, it is too much. This has really wide-ranging effects, not just in the East Metro, as many other communities in the State actually have these chemicals in their water, just lower levels that don't create an issue; but if this becomes a reality, it's going to create decisions across the entire U.S. The health advisory is not enforceable, so this does not impact us right now. What the MDH has in place is still what we follow, but they are looking at Maximum Contaminant Level (MCL), in 2023, and that is an enforceable standard that cities across the entire nation will have to follow. They could be higher than the health advisories, but we fully expect and basically they said that the detection limit is 4 parts per trillion; so, once again, if you detect anything in your water, you can't use that well.

Council Member Thiede asked about the basis for these numbers. Director Burfeind replied it's interesting, everything today with the MDH and every other state is looking at very scientific studies. This is an epidemiological study on humans, actually children in the Faroe Islands, off the UK, and if they had this in their blood, they tested vaccine efficacy. So, it's the first time ever someone has tried to use a more human-based study, which you think would be more accurate, but it's really not how things are done. Health departments are having a lot of concern with that, so they're reviewing this pretty heavily, and he thinks they are really going to push back on these levels.

Director Burfeind stated either way the MDH has said based on this, we are going to again look at our HBVs, and we're going to implement new HBVs in early 2023. It's

similar to our position in 2017, when it just kind of happened, and summer hit so we didn't have time to react to it. Right now, we're planning on the study with the detection limit of 4 parts per trillion; basically, we'll look at all of our wells, and if they have this in it, we really can't run those. The good news is with our current treatment plant, it will take it completely out of the water, so that will not affect our treatment plant. They can lower it all the way down to 0, and it won't matter because we treat to 0 right now. So, those current treatment plants will be just as effective. What it really means is we need to look at an additional temporary treatment plant; that might sound odd, because we're working on a permanent treatment plant, but that permanent treatment plant process is a process. Right now, we're looking at our first one being operational in the spring of 2025. It has to go through a very extensive design effort and cost justification to the State because the State holds the purse for that money. With the final design, just ordering panels for those is a 10-month process. So, we're quite a long way out.

Council Member Khambata stated so the resiliency strategy here is more likely when, and not if, any of our wells show contamination, it's going to trigger the need for a temporary treatment facility; Director Burfeind confirmed that.

Council Member Khambata asked if our actions moving forward were going to start the process of procuring funds for that. Director Burfeind confirmed that and stated we're not fortunate that we have so much contamination, but because we do, we have treatment plants, we have a funding mechanism in place, and the State's given us kind of a verbal go ahead to use that funding to start designing new plants. Because we have wells today that have a health advisory, they meet the criteria for treatment; we've been very aware of those funds, haven't overused them or abused them, and we built what we needed as we've gone along through this whole path of PFAS. Now we're saying we need two more, as we've analyzed this and our potential need. We actually ran all those numbers just assuming a worst-case scenario, and we're looking at a new dedicated treatment facility for Well 7. We had installed that in 2020, and another small metal building right next to it, and then we need peak season treatment for Well 2, which he'd explain.

Director Burfeind stated we want to continue to be a water management City; we want to have new temporary treatment in place by next May so we can meet those demands. We're not looking at watering bans and things like that. Other cities aren't as fortunate; these new values will hit them hard, but they don't have wells so they can't spend any of the State money. They will either use their own money, which is expensive, or sit and wait for these values; so, in that aspect, we're kind of fortunate.

Council Member Olsen stated he knew one of the reasons that the EPA was giving advice on what their recommendations are was because previously they didn't do that, and so you had states that did not have any consistency relative to their HBVs. The Consent Decree that came out of the 3M Settlement stipulates that that money is managed through the MDH. If the MDH has a different value than the EPA, does that supersede what the EPA advisory is? Or, when the EPA makes a recommendation and actually gets it passed through Congress, etc., will that supersede the MDH HBVs? Then does that have any impact on what we need to do relative to the Consent Decree? Because the Consent Decree is managed through the MDH, so he assumed MDH is

saying communities who received this funding, this is your target, whereas the EPA target is going to be significantly lower.

Director Burfeind replied there are two parts to that: If there is an MCL from the EPA, from just a water system standpoint, that sets the bar. So, that's what we need to treat to, but the Consent Decree is very specific that it's based on State HBVs; he thinks that's why the State is probably going to be smart about that and make sure they're in line. That way, they won't have the weird situation where the federal government says you need to treat, but the Consent Decree won't provide the money. So, they're going to want to keep those consistent.

Council Member Olsen stated he suspects that's going to be true of every state in the union; he knew Wisconsin's AG just filed suit on this same issue, as a result of these new EPA numbers. He didn't think the MDH could have much choice; he asked if they would need to fall in line. Director Burfeind replied that's what it looks like, and he thought they wanted to get out ahead of it by doing the new HBVs. Council Member Olsen confirmed with Director Burfeind that that's why we're planning for this.

Mayor Bailey asked if Well 7 was a permanent plant or if that was temporary; Director Burfeind stated it's still temporary. We can treat Well 7 or Well 8 now; we'll have two plants there, and one will treat Well 8 and one will treat Well 7.

Mayor Bailey stated when this is all released to the public, how do we communicate HBVs versus a health advisory, because people are going to be confused. Director Burfeind stated at our meeting with MDH, PCA, and the EPA, Administrator Levitt told them that this was going to be confusing. This is another drastic change, just as 2017 was; since then, the values have crept down a little, but it's been very minor, and no one really pays attention. Yesterday we said the water is safe, and today it's not anymore. Now they're at 0, so that's the furthest they can go. He thought all the states were glad that the EPA was finally stepping in, but it was surprising to all of us that they went that low as we only had a two-day notice that these values were changing.

Council Member Olsen stated the states are going to have to alleviate that concern.

Council Member Khambata noted Director Burfeind had stated that we're currently filtering the water to 0. So, when we say here's the new incremental limit, but we already filter to 0, he thinks that will have a positive impact on whoever we're trying to convey that message to.

Mayor Bailey stated our challenge, though, is some of our wells that are currently above the HBVs will be below. Director Burfeind stated we blend them; so, the reason we need this new treatment plant is blending them will no longer be an option, so that's where these two plants are key. It's unfortunate that these two we want to treat are over now; so, we have the funding and the justification to get that.

Director Burfeind displayed the overall water system; the red circles are where we have treatment plants today, and the yellow circles are where we're proposing them. The reason we're treating Well 2, the one that's been shut down since 2017, is it's actually on a corner lot in the Thompson Grove neighborhood at 87th and Grenadier, and there's really not room there for a building so we never treated that. But Well 1, up by Norris Square, that's going to go over; it's already almost there, so that will have to be shut down, but they both have the same capacity. So, if we can treat this and flip to

that Well, we'll still maintain our demands that we need to meet; so, there will be no history for us. From a permanent treatment standpoint, Well 13 will be our new well to replace Wells 1 and 2; they're all being treated, so whatever treatment method we choose they'll treat to 0. Really, it's just Well 1 that could be over now, and then that would be treated down here; so, we'd have to run a water line from Pine Tree Valley to get down there. Well 12 has no detection of either of those substances, somehow it has readings of 0 for those chemicals, but things can change; when we have our own projects or raw water lines, in the future, Well 12 could be treated also.

Council Member Olsen asked about all of our private well users. Director Burfeind replied that's going to definitely change things for them. Many of ours are quite high and have treatment today, but it will definitely add more in East Cottage Grove and then a few more on Grey Cloud Trail will need treatment. Council Member Olsen stated also in Pine Coulee because we checked the Coulee last year or the year before, and they came in under HBVs. Director Burfeind stated yes, but they have a little bit.

Administrator Levitt stated there may be a changeout in those systems earlier than they usually anticipated as one potential situation. She stated another thing to think about is if the federal EPA now makes these guidelines, every state will experience this. With just the communities in Minnesota, there's a finite number of tanks and tank suppliers. She's asked staff to figure out where those tanks are and put our name on it; we need to figure out where the tanks are, we need to get some money down on them and get our name on them. Director Burfeind can do a building, but he needs tanks; if he can't get tanks, every person in the country is going to be looking for tanks. So, we've raised a concern with the State, asked if they could do a master contract, if they could do something to procure the actual treatment vessels. So, we're trying to act very quickly and try to use the tanks that we procure for temporary treatment, to also be used in our permanent facilities. This is going to be a real issue, and she thinks we are ahead of the curve, as we're trying to procure those and secure those for our facilities; that is going to be a race, so she wants Council to know that we are the first horse out of the gate. The team behind me is finding us some tanks, so know that that is a serious issue that we're facing.

Director Burfeind spoke about Well 7; this is the existing building that's in Foothill Park, off of Foothill Road. We are proposing something very similar to be built, just to the east of it a little bit. There's not a lot of impact to existing City properties, although homeowners who butt up to this park would have to live through another summer of construction. It will be less now because we had to do a lot of improvements the first go round to get the right piping, the right sewer, and upgrade the road, but all of that is in place. Now we're really just simply building a small metal building, and we're actually looking at purchasing the tanks because we really won't need these facilities in the winter; so, we could purchase these tanks and not waste Settlement money, and then we could move them to our permanent facility once the permanent facility is ready. Right now, we rent those tanks because we need them; those are going to be in place until our permanent ones are in place. Here we could actually buy the tanks and then

move them over to our permanent plant behind the fire station, so it could be a little more cost effective.

Director Burfeind stated with Well 2, when we talk about peak season treatment, you can see there's not room for a treatment plant on this site, but we're looking at companies that actually make these treatment systems, basically on a trailer, and it could just be parked in the driveway for the summer. We really need it in the summer, and during the winter, Well 10 has plenty of capacity to meet the south side of the highway, the low-pressure zones. We're looking at something like this just to treat Well 2 with just some temporary piping for the next two summer months. It has been done at other places, and we haven't done it yet in Minnesota, but it was something that was talked about a little bit in 2017 when we had our major issues. This would be a good option to also not spend too much money and preserve those funds for the permanent systems that we really need to build. It's definitely necessary, and he thought it would be a cost-effective way to do that.

Mayor Bailey asked if that was going to make any noise; Director Burfeind replied it really shouldn't because it's the well that pushes the water through, and the well is enclosed in that really soundproof building. So, there really shouldn't be any noise that people would hear at all. Mayor Bailey stated it's literally in the neighborhood; even though it's 'temporary', there might be a need for some type of temporary screening if we're thinking about that. Director Burfeind stated we'll be looking at that also from a security perspective, just some temporary venting that will kind of hide it a little bit so it's not an eyesore for the neighborhood but will also provide some security.

Next Steps

- We've begun the design of the plant, using the existing grant that we have in place.
- We need to receive final approval from the MPCA; at a lower staff level, they're very understanding of our system and what we need, and there's a lot of support for us to do this. At the higher levels, there's some hesitancy to spend temporary money, they'd like to just do the permanent plants.
- If we don't build these, we'd be in some kind of a watering ban, maybe not as drastic as 2017, for the next two years; this is not an option for us by any means. So, we'll be working on some communication with some of our legislators to get support for this. We need to get this across the finish line with the higher level, the co-trustees. Administrator Levitt stated we may need our senator and representatives to chat with the DNR Commissioner and PCA to make it very clear that this is going to be an essential thing. Other cities have been able to treat more of their systems temporarily than we have. Unfortunately, at the Commissioner's office, they don't seem to embrace it as strongly as the line staff that we deal with; we're giving them about ten days to figure it out before we call in the big guns.
- Once we receive final approval, we'll look at ordering those vessels, because there's a six-to-eight-month lead time to acquire them, complete construction prior to summer 2023, and one other thing we'll look at is a well line; that's in that intermediate zone by the Central Fire Station. We still want to look at if we need to do treatment for that also; that is not over the limit, it does not have a well advisory right now, so we can't spend

money on it without spending our own funds. We're going to keep analyzing that and see if we also need to treat that in the next two years.

Council Member Olsen asked about the new well. Director Burfeind stated the new well that we're going to drill will be over the limit when we do this, just as most of our City is, so we will build that probably over the next year to year-and-a-half, and it'll be ready to supply the well zone treatment plant when it's commissioned over the winter of 2024.

Director Burfeind stated that's our plan, moving forward; we're pretty aggressive, we have the plan in place, and will execute it. We want to continue to get out ahead of this issue, especially because we're butting up against some of our other communities to acquire this equipment before it gets taken. We want to just move ahead.

Council Member Olsen stated to get those tanks, obviously we want to have that be funded through the Consent Decree, but he asked if we needed to put our own money down and then get reimbursed or how that would be done. Administrator Levitt stated at this point, if they're not going to fund it up front, it's something that would be in our best interest to put our own money down and fight for reimbursement later; that would be her advice.

Director Burfeind asked if there were any questions, and noted they'd obviously be giving Council updates as they go.

Council Member Olsen asked how much money we're talking about. Administrator Levitt replied that it's hard to say how many tanks we'd need at this point as we look at our design. She stated that today the PCA indicated that they would approve us to do a design, because right now we're launching into the design of two treatment plants, but we're treating with the assumptions of today's wells being treated. If you take these new guidelines, additional wells will be treated, meaning the design is about much-higher capacity and a slightly different configuration. Today they said that they would fund the design in essence of the larger-scale system; now, we have to change gears midstream to design larger facilities with the assumption that they're going to be funded. They've indicated there's \$183 million of contingency; so, they've said that we would be fully funded for our capital. They've indicated there's a potential, though, that our Operations and Maintenance (O & M) could be reduced over the life expectancy from what they originally said, it's in the Water Supply Plan. The thing that we struggled with when we addressed the federal EPA today is they provide funds, but those are loans. So, those big dollar values that they put in the infrastructure bill are loans; we thought we were going to go after them because we weren't sure if we were going to get all of this 3M Settlement under consent. We thought maybe we needed to go after these pots of money, and then we found out they're loans. Administrator Levitt stated the State is thinking maybe they'll have to go for a bonding request to help out so many other communities; they feel the 14 communities in the Settlement are very well positioned because we have a funding source, but other cities across the State are going to have to rely on State bonding.

- B. Utilities and Engineering Division Building
Staff Recommendation: Receive the information and provide direction to staff for the Utilities and Engineering Division Building.

Director Burfeind stated the Utilities and Engineering Division could both be located near our low-zone water treatment plant at 110th Street and Ideal Avenue. He reviewed the history from 2019 to present, noting a Space Needs Study was completed for Public Works. It looked at a full buildout or partial buildout of Public Works and Parks, which was quite expensive, between \$30 to \$50 million. Then, we looked at an option to provide about a 20-year life on our current site, at a cost of about \$15 million; that's a lot of money to put into a site that we'd eventually vacate. The next option was to do a ten-year project, do some remodeling and some expansion of our current building with some additional metal buildings; even that got complicated because our building has been added onto so many times that it would be very expensive to do even a small expansion project. After that, we went down a new path, knowing that we would have this treatment plant here, and it would be very efficient to have a utility building next to it to house our Utility Department. That would really help solve our space needs at Public Works to move out an entire division, and with this new building there would be some additional storage. With the treatment plant going in there, the State needs to pay for any water, sewer, electrical, and some site work, like ponds; it would be much more cost effective to co-locate a City building on this property that had the space for it.

Since that time, we took the Space Needs Study and worked with architects. We've come up with some concepts and the costs to do them. Knowing in the future we'll have a full Public Works facility, we wanted to ensure that they could become one building in the future, with the ability for the public to go to just one building. We looked at bringing Engineering down here, as they're part of Public Works, and Utilities is a division with which we work the most; they're at City Hall right now, but there are a lot of space needs issues at City Hall. We have some temporary measures to get by for the next two years, but for the life of City Hall we need to make more room. Director Burfeind introduced John McNamara with Wold to give more information.

Mr. McNamara stated that we took a look at the previous Space Needs Study, combined that a little bit with this site, thinking this could be the first building to go on the site. With the idea of adding Engineering to this building, we asked if there were some programmatic elements that we should bring into the Utility Building that would benefit the overall building. We talked about taking the program from the study, figured out which components of that really made sense to be part of a Utility Building from the standpoint of lobby space, restrooms, conferencing space, etc. that you'd put into a larger building; it would make sense to bring some of those elements into here and take a deeper look at how we might not only have the common lobby area, but as we add office space in the building and bring Engineering into the building, what would that look like for an administrative area. So, these two programmatic areas are a little bit different than what was in the Space Needs Study because we're combining a few of those things together and pushing and pulling a few things. What we have is the Engineering Department will have an office for the city engineer, it will have two offices for our assistant engineers,

and then some workstations in that area, not to take what we need for today but also planning out for the full buildout of this facility. We had the same conversation for the Utility Department, with a couple of offices, some workstations; this also envisions putting some workstations in here for utility billing. Generally, there would be some locker rooms for staff. Those are the two office areas of the building.

Mr. McNamara stated as they looked at vehicle storage, they took the square footage, but we worked closely with Director Burfeind and his group to look at what vehicles we'd be storing here so we could create a program around vehicles. So, these are all the vehicles that would be stored in the utility bay, along with some other vehicles that would allow for some future changes in this as the overall Public Works building gets built, such as some deeper stalls for plow trucks and some of those larger vehicles that could either reside in this building or reside in the larger Public Works building when it comes on board. We put some future vehicles in here for growth. As we looked at some of the other spaces, just for generalized storage, we have a cold storage component to this, probably 5,000 square-feet, but we also have space in here for streetlights, water meters, and then a mezzanine area that would be built up over the top of some of the storage areas.

Mr. McNamara stated when we get to the totals in here, we're looking at usable square footage of a little over 29,000 square-feet; put a net-to-gross factor on it, and we're right around 34,000 square-feet. If you look back at the original Space Needs Study, that was approximately 39,000 square-feet; looking at how we're using space and moving some things around as far as vehicles, we were able to keep the building reasonably close to the same size as what was in the original study.

From a concept diagram of the building, we focused on a couple things: 1) How to create a lobby area that could then become the lobby area for a larger Public Works facility; we determined that the lobby would be on the north side of the building. We ended up putting the offices in this little area with a service counter across there, assuming that that lobby would then also serve the other Public Works folks; there could be another service counter on the north side of that. We put some of the shared spaces in the zone, in the middle, where we've got conference rooms and meeting room space, some locker rooms, some storage space, and then the larger part of the building is our vehicle storage area. Here's where we were able to fit in some larger, deeper stalls that could be used for some other things, and then our full storage area is over here. A drive-through garage is what's preferred; that's generally how Public Works buildings are designed today, so we're looking at an entry, drive through-drive out circulation path for the building. For our open office area, we pushed this slightly out so that it's similar to some of the other design work that we've done; we'll get some daylighting into some of those office areas. 2) We talked a lot about what would be the best use of the site; how this building could become part of a larger development here. The decision made was that the Utility Building would push up and be connected to this future Public Works building, which is this lighter, dashed outline. From the program for the previous study, that building was about 215,000 to 216,000 square-feet; this will be about 34,000 of that larger building. By putting visitor parking and the main entry here, that would be able to expand up here, where we've got this future parking, which would allow this to just grow to the north. One discussion we had was how far south do we want to go; working with

Lee and his team, we've kind of shown where this potential treatment plant would be, and we're kind of pushing the parking down, to be in between these two buildings to maximize the space around the edges of the site. As you look at the development on the south side of the site, we'd have a parking area that would be in between. With the building being located here, there's potential for some growth on this building that really kind of set the southerly portion of how far south we wanted to do that. That leaves quite a bit of this site still available for expansion of the treatment plant and/or the Public Works building.

Mr. McNamara stated we spent a little time talking about the budget, what will be happening in the future, especially two years out. This is envisioned to be in 2024; so, we're trying to align with the development of the water treatment plant. We have about \$1 million in site work; again, this is one variable, depending upon how that project develops. Right now, we're focusing our site development just in and around the building, assuming that some utilities, etc. are already there. There's some coordination that needs to be done if the timing of this needs to align with the treatment plant. We have about \$9 million for the building; our escalation from today to 2024 is about \$750,000, so right now it's about 6-to-8% annually for construction inflation. There was a lot of discussion related to recession slowdown, etc., which might have an impact on that, but most information we have today is that there are still going to be shortages and pricing increases for the next few years until things settle out. We spoke with Kraus-Anderson and feel that this is a good placeholder for escalation to get us to completion in 2024. Project soft costs for fees, testing, contingencies, furniture, and equipment puts a total project cost of \$14 million for that facility. Right now, we haven't gone much beyond just this early schematic design. Our assumptions are that this would be a precast facility with walls and materials more appropriate for an industrial area, maybe some brick and different textures on the precast, like some other buildings you might see. Looking at it from a design perspective, we'd also want to include enough money in the budget for any sort of mechanical or sustainable features that we might want to put into the building. So, we're trying to get to a cost per square-foot that's manageable but reasonable for the type of building that we've done for the City in the past.

Mr. McNamara stated from a schedule side of things, we are now finished with this Concept Design, looking for feedback tonight. We have some time here because the building won't be complete until the fall of 2024, so that allows us a fairly generous procurement process. As previously stated, precast wall panels are in the 10-to-12 month timeframe right now, steel and bar joists are about 8-to-10 months; ideally, we'd want to start procuring the project in the spring of 2023 so that they could start construction in the spring of 2024; we have approximately 6-to-8 months of construction once all the materials and coordination is done for that. We're looking at a completion date of early fall 2024.

Director Burfeind spoke about funding options: We're just having a discussion about the work that's been done. We've had a lot of high-level discussion about this building in the CIP in the last two years, what this could mean, and if it's something with which we want to move forward. It would be different, it wouldn't be bonds through the general levy; this is a Utility Building, so it would be funded through Revenue Bonds paid for by

our Utility Fund. With that size of building, based on information from Ehlers, it would be \$1.2 million. If this building were built, it would be paid for by our base rate and some of our base fees. We did an analysis, knowing that we'd be updating our rate study. An average residential user uses 6,000 gallons of water a month for in-home, essential water use; that's really where we would capture the cost to pay for this building. So, at a 6,000-gallon a month usage, Cottage Grove residents currently pay about \$9.30; on average, for nine communities, including Cottage Grove, for 6,000 gallons a month the average payment is about \$17. If this project moves ahead, it would be about a \$5-\$6 a month additional rate on the water bill for residents. Even with that, we'd still be below average. Compared to other communities, we're quite low on the base fees and the first tier; as we go up the tiers to the high tiers for the heavy irrigation users, it starts to balance out, although we're still on the low end. We have the lowest rates of those communities. Realistically, we could really fund this project and still be in line and under what an average user pays in the East Metro.

Administrator Levitt stated to provide an overview big picture, on August 3 we'll be talking about the CIP and discussing this further. The budget discussion with Public Works is on August 10. This is just a precursor of things to think about. One of the things that we're trying to be very cautious of is to ensure that it doesn't affect the general levy. That's why the Utility Department made the most sense; obviously, with the functionality at the site, that's really the critical part because our system is going to grow significantly with our water treatment plants and need for staffing that goes with that growth. Obviously, the 3M Settlement pays for some of the staffing that goes with that, but our Utility Department is definitely going to see a more robust growth for the demand that's placed on it.

Mayor Bailey stated regarding the \$5-\$6 increase on water bills, he assumed in this particular case it would be an increase to whatever our current rate is, not a separate line item on the utility bill. He asked if he was correct that the cost per gallon would increase a certain amount to make up that difference; Director Burfeind replied yes, noting the current base fee is \$3 per month. Other communities' base fee, on average, is \$8 to \$12 per month. So, our base fee is also quite low, so there may be a \$3 increase in the base fee; on the first tier, \$1.05 per 1,000 gallons, which is very low compared to other communities, is where we'd make up the rest of it.

Council Member Dennis asked what this design cost; Director Burfeind stated the Concept Design work cost \$25,000. He asked if the Council had authorized that or if that was authorized by the staff; Director Burfeind stated that was authorized by the staff. Council Member Dennis stated when we'd had this discussion, we came to a compromise that we'd have some structures put up at the current location; he didn't recall when those were going to be built. He stated he's 100% for doing what's necessary and right to have clean water for people and wanted that put on the record. Again, he reminded that we have yet to pay off any one of the structures, he knew he was like a broken record on this, and he's not going to change his position. We can't keep going deeper and deeper and deeper and deeper into debt. He doesn't care if it's

private sector, he doesn't care if it's the peoples' business, he cannot support this. He cannot do it because we need to clear some of the material off of our books; we do what's necessary to run a good business and keep people healthy and well for that. But as far as this whole thing here, he stated he's sorry, but he just flat out can't support it.

Council Member Khambata stated his question was partially answered by the presentation, but what is the long-term projection for future need? His concern with the placement of that water treatment facility was you're flanked by 110th Street and Ideal Avenue, so his concern in the long term is that water treatment facility will become landlocked. He asked if that's a concern of theirs. And what's their long-term projection for capacity; with the size of that area in 50-to-75 years, when we're at 90,000 residents, are we going to hear complaints that we can't develop that site any further?

Director Burfeind stated we looked at that with the water treatment plant layout here; this work is funded by the 3M Settlement. This darker line is the initial build; we know from a capacity perspective, with full buildout of the City and also full buildout of our lower river area, Grey Cloud Island, we would need to double the plant size. So, we've taken that into account with an addition off the back and an addition in this area; so, we have planned for full buildout of that plant, kind of assuming the worst-case scenario. We've also retained this space here; if we were to get funding for water softening at some point, that would have to happen at the same location, so we have the space in that southeast corner for the water softening full buildout.

Council Member Khambata clarified that the water treatment plant is going there, and the budget debate tonight is about the adjacent building; so, the land has been acquired, the water treatment facility is going there, but what we're talking about is the budget and timing of just the building. Director Burfeind stated that's correct.

Council Member Olsen stated to be clear, he asked Director Burfeind if they're still anticipating use of the current Public Works facility; this is a second facility to take the pressure off your current facility and also City Hall, in terms of where people are officing. You want to try to create a little bit more synergy relative to the groups that work together so they're not so split apart. He asked if that's what he heard.

Director Burfeind replied yes, that is correct, that's one reason. With Engineering and Utilities, Utilities was mainly chosen because of their proximity to the treatment plant because it's a synergetic use. Engineering is part of Public Works, but they definitely work with the Utilities the most, they have the most work and effort together, so it also really provides a lot of good synergy from that standpoint.

Council Member Olsen stated another issue that Public Works has dealt with for quite some time is storage for our vehicles, trying to keep them from being exposed to the elements. He asked if there were any short-term plans for this year or next year on that, or if this is the plan.

Director Burfeind replied at this point, there are no concrete plans to do any work at the current site; while we've talked about that, any work we do there would be only for the life of our time at the current facility. We're not able to move that or change those buildings; we met with Kraus-Anderson about what it would even take to expand our current building because there have been multiple additions over the years. We asked

for a per-square-foot cost to expand locker rooms, lunchrooms, and it was just astronomical due to the way the building is constructed. At this point, those plans have not been brought forward just due to the cost. This is really the most efficient way to deal with those space needs.

Council Member Khambata asked if there were any grants or matching-fund opportunities for this type of a Public Works structure. Director Burfeind replied there aren't really for buildings; they're really essential services, and the City provides them, and it's really not something you can get State bonding for or any grant funding for. For parts of the project, if we want to be more sustainable, we can get storm water paid for by the Watershed if we get creative with that. If we want to have some energy efficiency, there are grants through Xcel Energy; there are certainly options like that for components of the building. On the whole, it's really funded through utility funds.

Council Member Thiede asked if this is going to cost \$5 or \$6 more a month on our water bill. Director Burfeind replied just to give Council an idea, that was our initial take on it based on how many customers we have; we split it between residential and commercial-industrial. Certainly, it would be looked at harder: What's the existing fund? What's the revenues versus the expenditures? Are there ways to use some of the existing rates to help buy that down? At a high level, if the whole \$14 million was paid for by a rate increase, it would be about \$5-to-\$6 a month.

Council Member Khambata asked if they'd calculated the total cost of principal and interest over the life of that bond. Director Burfeind stated that was part of that calculation: It's \$14 million total, and it's about \$8 million in interest.

Council Member Dennis asked why we can't do this in the same way this City Hall was paid for; that was money that was set aside over a period of time, and it made sense. At the time this facility was built, the City took advantage of record low labor rates, record low material costs, and it came in under time and budget. Why can't we start thinking along the lines of replicating some of the past successes, instead of always saying let's just take on more debt. There's going to come a tipping point with this, and it's not going to be good for people in our community that we keep spending money at this level. We've got the previous item we just discussed; we may have to use money to buy those vessels to hold the water. He just thinks we're looking at it in the wrong fashion; we've got some time, there's no gun to anybody's head, and he thinks we can structure it properly and still have opportunity. But, financially, we've got to make some progress and clear off some of the debt. He knows we're getting closer every year that goes by, but there's nothing wrong with thinking or doing it that way. Right now, we're hamstrung by paying at the top end for labor, by paying at the top end for material costs; that doesn't make sense. He wouldn't make that decision at home, why would he do it here? It's not conducive to a good outcome. We've got time.

Council Member Olsen told Brenda Malinowski, Finance Director, as she was here when we built this building, that we had a nest egg that we used to buy down the initial

cost; then we borrowed internally from ourselves, we borrowed from a variety of Utility Funds to pay for the rest of the building. He asked her how we reimbursed ourselves in those Utility Funds and if we made that a debt levy.

Director Malinowski replied that we did; last year, we paid off the Water Fund portion, and now we have ten years remaining on the Sewer Fund.

Council Member Olsen stated we did that to essentially pay off the loan to ourselves. He asked if we sold any bonds to build this facility; Director Malinowski replied that we did not. He asked if that's because we just funded it ourselves; Director Malinowski replied that there was a petition, we were going to sell bonds, but we didn't sell bonds, we decided to do the Interfund Loan instead.

Director Malinowski stated what she would propose we do, as we do this utility rate study going forward, that we kind of look at this proposed building; if we had just done the utility rate study this year and knew that this building might be coming online in a couple years, we wouldn't know what the rate structure should be. So, we want to include the proposed building in here, and as we do the utility rate study, we can look at the capital; maybe there are some existing funds available in those utility funds that we can buy down. We just need to do the rate study to do that; we need to look at the upcoming capital in water and sewer utility funds to see it. We don't want to just pay cash because we wouldn't have enough cash to pay for it, but if we had upcoming capital in the next ten years that we needed to use existing cash for, that's why we need to do a long-term capital study of our utility funds.

Council Member Olsen stated she's saying that she wants to factor this potential outcome into that study; Director Malinowski replied that's correct. Council Member Olsen stated that makes sense; information is free so we might as well factor it in and see what we come up with, and then they can give us that information.

Mayor Bailey stated we'd done a Public Works study, and we looked at different areas of our community to see what made sense and how much space they would need on a full buildout. He's pretty confident in whatever the future holds on this site, with the rest of the buildout, and also with the sale of the current Public Works buildings when some redevelopment happens there. The question here is if we have that time, like we did when we were planning this facility; should we do the rate study and include the proposed building? His answer is yes. The challenge is if we're not going to build this for another year or so, we'll probably come in at the high end with the cost of inflation.

Council Member Khambata asked why we can't just bring our base water rate up and start stockpiling; he spoke of a couple who lives in North Branch who can't afford to fill their swimming pool as it would cost too much. He's sure this building is going to happen, but when we're talking about millions of dollars for treatment plants, it doesn't come to the front of the line. If we could say we have \$3 million, so don't have to bond \$14 million, but just \$11 million, the more money we have to put towards it or towards a treatment plant, if we're below average on our water rates, no one's going to complain that water is expensive.

Mayor Bailey stated they will. Council Member Olsen stated once we established the tiered system, we got plenty of complaints; Council Member Thiede agreed.

Council Member Khambata stated when he forgot to turn off his sprinkler for two days and had an 11,000 gallon water bill, he blamed himself. The way he budgets, he always has extra left over, he's not paying interest on anything; he would really like to see us adopt that strategy so we're not like North Branch, not planning for something, and then we just get this overwhelming cost that really upsets everybody. He's been through Public Works, and we went over this. It's hard because we always get one thing at a time, and then we have to try to prioritize in our minds which pool of money it's coming out of, where does it stand in the list of priorities from that pool of money. Council Member Dennis said that his position is not going to change on how we're funding these things; my position is if we need it, as we saw with the School District, waiting seven years isn't going to make it cheaper. Knowing that it's going to come anyway, why can't we start putting money into the pot for when it does finally make it to the top of the list for priorities.

Council Member Olsen stated that will be part of our CIP discussion, that's what they do; they give us all the various needs, and then we look at prioritization and where within the time continuum those things need to happen. He felt Director Malinowski said what Council Member Khambata just said; that's why they're doing the rate study right now. Council Member Khambata stated if we started pulling \$5 a month from 13,000 properties in 2018, it would be halfway paid for by now. Council Member Olsen stated we also have several other funds in which we may have some available capital to potentially buy down the debt, and that will all come out in the budget conversation.

Council Member Dennis asked Director Malinowski to outline the two types of debt, good debt and bad debt, as it's looked at through the eyes of measuring our bond rating and things like that. Administrator Levitt asked when Standard & Poor's talks about our debt, how do they analyze that type of debt when we look at a bond rating; is that or is that not targeted against us. Director Malinowski said that she would say it's not. She said if we did not have enough to run our operations and we were issuing debt, that's bad debt. If we're issuing debt as part of a CIP or capital planning, they would understand; they would look at that capital plan, see that we were anticipating issuing that debt so that our future users of that facility were paying the debt on that building.

Council Member Olsen stated with we'd previously been in a position where we needed to buy an ambulance and weren't sure if we could afford to do that without issuing bonds; luckily, we found the money, but that would be bad debt, too.

Council Member Thiede stated we've often talked about our reserve of 55%; Director Malinowski confirmed that that's in the General Fund. He asked if any of that could be used. Director Malinowski replied she would think we'd want to look at our Utility Funds first, our Water Fund and Sewer Fund, before we look at our General Fund, which funds our operations. We'll look at that as part of the process.

Council Member Khambata asked as we bring more tax base online if there was a way to incrementally allocate so next year we'll have 5% more in revenues from our tax capacity. Is there a way to say here's our ceiling, here's our budget now, and anything above that gets special consideration for projects A, B, and C?

Administrator Levitt stated the rate study will assume a certain amount of growth for residential, commercial, and industrial, so that growth will be in there. You'll be able to see that in a rate study.

Mayor Bailey told Council Member Khambata that usually at the end of the year, after we've paid all the bills, there's generally money left over, it depends on the year. We usually take that money and put it in different buckets, including Equipment Replacement, Closed Debt, and Building Fund. So, those have been the three; frankly, a fairly significant chunk of the money that helped get this building off the ground was the Building Fund. That Building Fund maybe by the end of tonight won't have anything in it; there isn't that bucket of money out there. We haven't been putting money aside for projects like this in our budgets because we've been trying to keep the budgets tight over the years, with the exception of maybe a little bit in the Utility Funds and some of those other funds. We'll be talking about those things once we get into our budget discussions.

Mayor Bailey stated he thought what he'd heard from the Council was to get the rate study done. He thought it was important to do that, to get to a number soon to start putting money away to help offset how much we'd need for debt, etc.

Council Member Olsen stated when we do budgets, whether it's CIP or later on in the process, one of the things he always asks for is all of the various fund balances that we have under the big umbrella, and what, if any, statutory limits exist relative to the way that we can spend that money. That would probably be something really good to go through again this year in some detail; we might have money in a fund, but its use might be restricted.

Council Member Thiede stated a lot of times we see where different cities or businesses will use a building that's already built, and perhaps if we need space for people, right now Capp Industries hasn't been filling that building up on West Point Douglas Road South. Administrator Levitt stated that Agco should be taking most of that and should be moving in there; we did look at that, as Council had directed staff to look at other buildings and look at the feasibility of how it would work with our operations. She thought issues were with synergy, reportability, security, so there were a lot of challenges with it. Council was very clear at the last CIP discussion that you did not want us to put money on the existing site because we had just over \$2 million for that cold storage building; your direction to us was look at what you do for cold storage here, would it be a more permanent location versus trying to do cold storage on the existing site. You can see that it's only a very small fraction of what the overall building would ultimately need to be just buying this time.

Council Member Thiede asked what we put in cold storage; Director Burfeind stated a lot of our equipment is in cold storage, so a lot of our tractors, tractor plows, etc. Council Member Thiede stated it could be a pole barn somewhere, actually. Director Burfeind stated it's also our seed, our signs, etc. That's what we were looking at for Public Works was a metal building on our existing site; we were going to take down an existing metal building and make it bigger and kind of grandfather ourselves in. It's just unheated storage, not refrigeration.

Administrator Levitt stated we can circle back to this through the CIP and budget discussion and see how the rate study goes.

- C. Additional Workspaces - City Hall/Public Safety Building
Staff Recommendation: Review and discuss the additional workspaces for the City Hall/Public Safety Building for an estimated amount of \$131,261.97.

Director Burfeind stated this is a much smaller-scale item, but still an important one with all of the staffing discussions that we've had at City Hall and throughout the City.

At City Hall, on the general government side, we're definitely out of space, from offices to cubicles. Some changes have been made: IT was moved over to the Public Safety side because they have the security clearances necessary to be over there, and that bought us some time. There are maybe some changes in Utility Billing, the proposed addition of a City Engineer and additional staff, including support for the Finance Department, as they have a heavy burden with the 3M Settlement. We've come up with some options to provide one additional space at City Hall, some additional cube space, and then some additional space over on the Public Safety side. He asked Mr. McNamara to speak further on this.

Mr. McNamara stated this was pretty straightforward; as IT moved over to the Public Safety side, it seemed we could eventually take over where the IT workroom is located, so that was the first area that we looked at. The size of that existing IT workroom works pretty well just to convert it into an office. Changes in this area are fairly minor; there are some door security issues that we have to change because it has a security lock on it, but mostly it's furniture. Using some of the building standards, what we're intending to do is just put a typical workstation in there and change out some things on the door.

On the Administration side, Director Burfeind had noted along the outside wall we're going to squeeze it a little bit more and gain a couple more workstations in that area. We're going to tuck in a small workstation on the south side; these are not building changes, it's just furniture rehab and reconfiguration.

On the Public Safety side, an existing storage room was always planned to be a future detective's office, so we're going to change some doors around and add some furniture; we'll put in a workstation that matches up with the other workstations in the detectives' area. That then frees up this existing file room, which is where the IT workroom is going to relocate. We're going to move their existing workbench, but we're going to add a couple of fairly inexpensive shelving units. We're going to close off the hallway on the south end, add a door on the north end, and put some filing cabinets in there; we're just adding a door and a wall for that. Those are the pretty minor changes proposed for City Hall.

Mr. McNamara stated they looked at the budget for this, using Sourcewell, which we've used in the past for small projects. Kraus-Anderson, using the Sourcewell software, came up with a renovation cost of around \$82,000 to do the building modifications; that

includes electrical, security, and any mechanical changes that have to be made to support the office work. The furniture modifications are a little over \$36,000. Architectural fees are \$12,500 for all of the construction documents. That gives a total project cost of a little over \$131,000 for changes.

Council Member Thiede stated it said construction, but all he saw was a little piece of wall and a doorway. Mr. McCormick stated there was a bit more to it; he can get him the whole set of working drawings for it, but there's some demolition that has to occur in various areas. This is a storage room right now, so we have to change out some mechanicals, etc., so there are little odds and ends. We can get the detail of the cost estimate, but most of it is really related to the modifications in these areas.

Council Member Khambata asked in terms of staffing capacity, what is the level of increase from the current to post renovation; how many more workstations are we getting and what's the increased capacity for staffing.

HR Manager Joe Fischbach stated it was a total of three additional workspaces.

Administrator Levitt stated the IT workroom on the general government side is completely inefficient, so they're never going to move back to the general government side because there will never be room for them. If they're going to stay on the Public Safety side, it makes more sense for their workroom to be immediately adjacent to them, so there's efficiency there. The workroom is freed up to create an office, and then we can create two more really small cubicles as we reconfigure the office space to take on this additional staffing; it's just three positions. The detective office had previously been planned, so Director Koerner can speak about who would use that office there.

Director Koerner stated when Investigations moved in there in 2012, we didn't have the Case Management Investigator and Major Crimes; we also have two additional detectives, so we're out of workstations there. What helped us on the Police/Public Safety Administration side is the Central Fire Station, as we used to have the Fire Chief and the Fire Marshal with us, but now they're at the Central Fire Station. It made sense to bring IT over because we had open offices there.

Council Member Khambata asked if this alleviated some or all of our staffing needs and if it concurred with our staffing plan that we've been discussing for the next three-to-five years. Administrator Levitt stated she wouldn't say five years. Council Member Khambata asked if it alleviated some pressure in the short term, and Administrator Levitt replied that's correct.

Council Member Olsen stated Director Burfeind had mentioned that when the Public Works second building comes online, it would move staff out of City Hall to that location; so, we'll gain quite a bit of space here should that occur. Director Burfeind stated that will be five additional spaces, which will provide more future growth down the line.

Mayor Bailey stated when we designed this building, he didn't recall if there was an opportunity in the future to expand the general government portion of this building; he asked if we ever put that in the plans. Administrator Levitt stated it was designed for that wall to eventually go west. Mayor Bailey stated the only thing he's mentioning for

thought, moving forward, is when you walk in on the west side and go down to her office, he asked if those two food stations were truly used or needed. He just thought if we got to a point in the future where you need space for a couple more workstations, the only thing he ever sees on those two tables is maybe a couple big drawings and treats.

Administrator Levitt stated Planning is using the one area for plan review; so, with every Building Permit that they issue they have to go and crosscheck things with the drainage, etc. and so that plan review station is used to verify elevations and such. We looked at it, but there would be additional demolition costs associated.

Mayor Bailey stated the cheaper option is what they're proposing here. He's just saying he's not seeing those two areas used very often. If there's an area where we can create a couple more workstations when needed, that might be the way to go in the future.

Council Member Olsen told Administrator Levitt that at one point she talked about investigating alternative scheduling to give people some more flexibility in terms of work from home, different start times, etc. He asked if that was something they're still considering.

Administrator Levitt replied they have a draft policy that they'll probably be sending to the Council in the next couple of weeks, as we've looked at many of our policies. Many of the workstations could be more the landing stations; so, if you're working remotely or if you're out in the field, you can have a place to come in. A lot of that is also related to construction, so it's not something that we're going to see year round.

Council Member Thiede stated to him, that seems like a lot of money for needing three workstations. Administrator Levitt stated there would be four, if you count the area in Investigations.

Council Member Olsen asked Mr. McNamara if that was a lot of money; Mr. McNamara stated it didn't seem unreasonable for what we're asking them to do. Certainly, we can get you more detail on that; we just wanted to give you an update tonight on what the plans are. Sourcewell is an open source available to cities for pre-bid items, it's an analytical thing; they plug in all of the information for the documents that we have, and it just calculates out what the commodity costs would be. That's how Kraus-Anderson kind of arrived at that number.

Administrator Levitt stated we used that same system for River Oaks when we did the expansion of the kitchen.

Council Member Thiede asked if we're using the same type of workstations as the ones we bought when we built this building; Mr. McNamara stated those weren't high end, but were average, and former City Administrator Schroeder was involved with those decisions at that time.

Council Member Olsen asked Director Koerner how they're doing with space in the downstairs of their building, if they're okay in terms of their evidence storage, etc. Director Koerner replied the Evidence area and Booking Room were awesome and we're fine with the space there.

Council Member Khambata asked if this expense will be coming out of the General Fund; Director Malinowski replied no, we're proposing to use the Building Fund for a portion and then the rest would come out of the General Fund with permit revenues for this year. Council Member Khambata stated so we're using our own money; that was confirmed for him. Council Member Khambata stated he's not dealt so much on the commercial side, but he's seen people spend \$80,000 in renovating a kitchen, so that number doesn't seem erroneous, as there are some electrical infrastructure things that might have to change; it doesn't seem like a really high number to him. As long as it's been checked over through that process, if it helps to meet the staffing need for three years, we just need time to figure out what we're doing with Public Works and reallocate. He thinks it's the lesser of two expenses and kind of meets our short-term needs and gives us time to figure out our long-term needs.

Mayor Bailey stated staff wanted to get Council feedback, and then they'll come back to us with an official document at a future Council Meeting.

Administrator Levitt stated we can discuss it further at the CIP and at the budget discussions. If it's something that you felt passionately about tonight, you could say yes, bring it back to us on August 3. If you want to dialogue more about it in the CIP and budget, we could bring it back in September.

Mayor Bailey stated he didn't think this was something that we need to dialogue as part of the CIP; he thought the CIP was going to be a more significant discussion.

Council Member Olsen agreed and said his opinion was they should just bring us the information.

Council Member Dennis stated he would put it off because he's had discussions of what that number might be, and he's getting mixed messages. He's saying we've got to find a way to cut things, we don't know what to cut, but he's seeing all this extra asking. So, he doesn't know what world he's living in here right now; it feels like it's not real, so do we want to do one thing, or do we want to do the other? That's the question; this is not going to be easy, this is going to be a heavy lift, and decisions are going to have to be made. But when we get to the bottom line here of what the budget is going to be, these are all things that have to be factored in, it just has to be.

Council Member Khambata stated we should just get everything together and look at it as the big picture.

14. WORKSHOPS – CLOSED TO PUBLIC - None.

15. ADJOURNMENT

Motion by Council Member Olsen, second by Council Member Thiede, to adjourn the meeting at 10:01 p.m. Motion carried: 5-0.

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



City Council Action Request

7C

Meeting Date 8/17/2022

Department Public Works

Agenda Category Consent Agenda

Title Compost Site Agreements

Staff Recommendation Approve the First Amendment to the Lease Agreement with WAG Farms, Inc. and the Yard Waste Operations and Maintenance Agreement with Rumpca Companies, Inc.

Budget Implication No budget implications

Attachments	Compost Site Agreement Memo.tif	775.57KB
	WAG Farms Lease Agreement.tif	3.8MB
	Rumpca Companies Yard Waste Agreement.tif	6.5MB



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

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

Date: August 9, 2022

Re: Approve Compost Site Agreements

Background

The compost site in Cottage Grove is operated by Rumpca Companies, on property owned by WAG Farms. Compost site services are often supported by or provided by local government units as they serve multiple benefits to the community. One of these benefits is to help meet the County's material reuse goals per their recycling grant program. This is accomplished by turning yard/garden waste into compost, tree debris into mulch, and rock/concrete debris into landscape materials. The other benefit is to provide a convenient drop-off location for these various materials, keeping them from being dumped along City roadways and property. The City has agreements with both WAG Farms and Rumpca Companies related to the compost site, which are up for renewal. The City Attorney has drafted new agreements, which have been signed by the other parties, and are included for the Council's review and approval.

WAG Farms, Inc. Lease Agreement

Cottage Grove leases the land for the compost site from WAG Farms for a fee, based on the current property taxes, which is pro-rated against the amount of property used by the compost operation. For 2022, the lease agreement cost will be \$10,657. A portion of this cost is paid back to the City by Rumpca, with the remainder being covered by the Washington County recycling grant, so in the end there is no cost to the City. This lease agreement will be in effect until December 31, 2026.

Rumpca Companies Yard Waste Facility Agreement

As the operator of the compost site, the City and Rumpca Companies have previously entered into a yard waste operations and maintenance agreement, which is up for renewal. Per this agreement, Rumpca pays \$3,500 annually to cover a portion of the lease agreement. This new agreement will be for one-year periods and will automatically renew unless terminated. The agreement is conditioned this way, as WAG Farms is marketing this land for development.

Recommendation

It is recommended the City Council approve the First Amendment to the Lease Agreement with WAG Farms, Inc. and the Yard Waste Operations and Maintenance Agreement with Rumpca Companies, Inc.

**FIRST AMENDMENT TO
LEASE AGREEMENT FOR COMPOST SITE**

THIS FIRST AMENDMENT TO LEASE AGREEMENT FOR COMPOST SITE (this "First Amendment") is entered into as of _____, 2022 (the "Effective Date"), by and between WAG Farms, Inc., a Minnesota corporation, Glendenning Farms, L.P., a Minnesota limited partnership, and Joan Glendenning Kennedy Family Limited Partnership, a Minnesota limited partnership (collectively "WAG Farms"), and the City of Cottage Grove, a Minnesota municipal corporation ("City").

RECITALS

Recital No. 1. WAG Farms, Inc., a Minnesota corporation, and City entered into a Lease Agreement for Compost Site dated September 7, 2016 ("Lease"), for the purpose of the allowing the City to operate a compost site at the property, legally described and depicted on Exhibit A.

Recital No. 2. The Lease identified WAG Farms as the sole entity in ownership of the Premises, however, at the time of the Lease, the Premises was and is currently owned by WAG Farms, Inc., a Minnesota corporation, Glendenning Farms, L.P., a Minnesota limited partnership, and Joan Glendenning Kennedy Family Limited Partnership, a Minnesota limited partnership.

Recital No. 3. WAG Farms did not execute the Lease at the time of approval but acknowledges that the Lease has been in effect and has been operating pursuant to its terms.

Recital No. 4. The City has requested the Lease be amended to modify the leased area and provide clarification on early termination.

Recital No. 5. WAG Farms does not object to amendments.

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. The parties acknowledge and affirm that the party "WAG Farms" in the Lease intended to and does include WAG Farms, Inc., a Minnesota corporation, Glendenning Farms, L.P., a Minnesota limited partnership, and Joan Glendenning Kennedy Family Limited

Partnership, a Minnesota limited partnership and that the term "WAG Farms" when used in the Lease and the First Amendment, includes all three entities.

2. WAG Farms did not execute the Lease, but acknowledges and accepts the terms and conditions of the Lease as if it had been signed at the time of approval by the City.
3. The entire Lease is hereby incorporated into the First Amendment, except as modified below.
4. Section 1 of the Lease shall be removed and replaced in its entirety as follows:
 1. **Lease and Term.** WAG Farms hereby leases to the City, that land which is hereinafter described and depicted on Exhibit A (the "Premises") for a term commencing on September 7, 2016 and ending on December 31, 2026. This Lease may be terminated upon the first of the following to occur:
 - (a) City provides 120 days' notice to WAG Farms; or
 - (b) December 31, 2026.
5. Exhibits A and B to the Lease shall be removed in their entirety and replaced with the attached Exhibit A.
6. Section 5 shall be amended to reflect that the Premises consists of approximately 9.18 acres.
7. Section 6 shall be removed in its entirety and replaced with the following:

City agrees to pay a portion of the real estate taxes during the term of the Lease for the tax parcels that contains the Premises. The parties agree that the pro-rata portion of the property taxes that are allocatable to the Premises is twenty-two and four-tenths percent (22.4%) of the real estate taxes for tax parcel 21.027.21.34.0006 and eight percent (8.0%) of the real estate taxes for tax parcel 21.027.21.42.0009. The City shall begin paying its prorated portion of the real estate taxes payable each year as follows: for calendar year 2022, the City's taxes shall be prorated beginning on the Effective Date. The City's portion of taxes shall be payable to WAG Farms on September 30 (for the installment payable October 15) and April 30 (for the installment payable on May 15) for each year the Lease is in effect.
8. Except as provided for above, the terms and provisions of the Lease shall remain in full force and effect.
9. 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.

10. 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 Developer 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.
11. 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.
12. 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 page intentionally blank]

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.

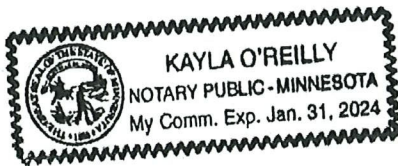
Notary Public

WAG FARMS, INC.

By: William G. Glendenning
William G. Glendenning
Its: President

STATE OF MINNESOTA)
) ss
COUNTY OF WASHINGTON)

This instrument was acknowledged before me on 8/2/2022, 2022 by William G. Glendenning as President of WAG Farms, Inc., a Minnesota corporation, on behalf of the corporation.



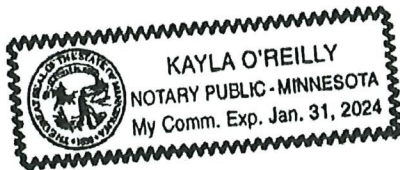
Kayla O'Reilly
Notary Public

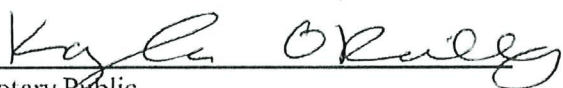
GLENDENNING FARMS, L.P.

By: 
William G. Glendenning
Its: General Partner

STATE OF MINNESOTA)
)
COUNTY OF WASHINGTON) ss:

This instrument was acknowledged before me on 8/2/2022, 2022 by William G. Glendenning as General Partner of Glendenning Farms, L.P., a Minnesota limited partnership, on behalf of the limited partnership.




Notary Public

**JOAN GLENDENNING KENNEDY
FAMILY LIMITED PARTNERSHIP**

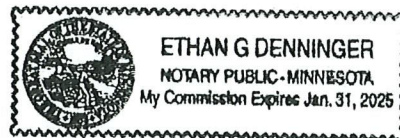
By: _____

William S. Kennedy, Jr.
Its: General Partner

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

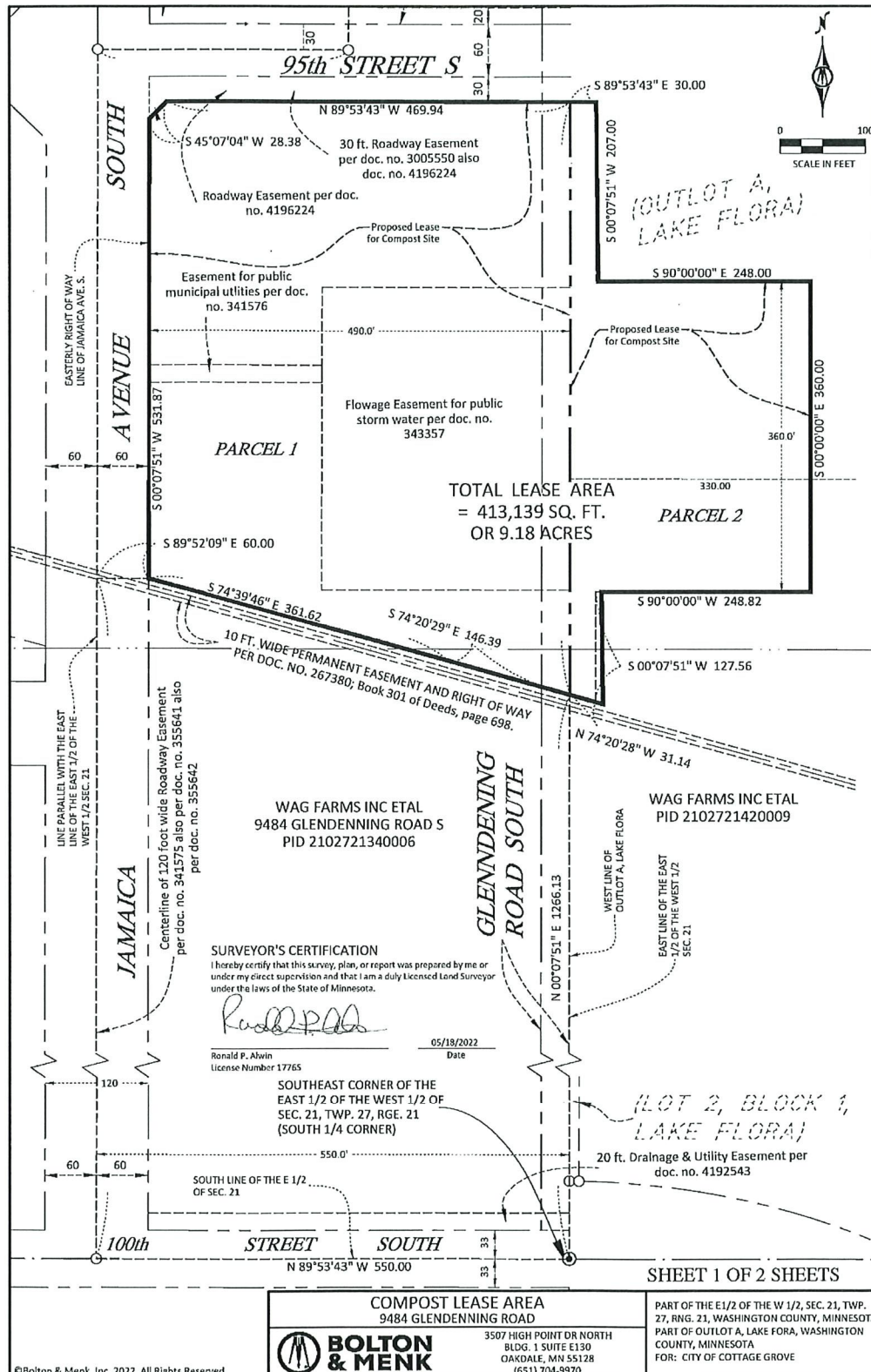
The foregoing instrument was acknowledged before me on this 2 day of AUGUST, 2022, by William S. Kennedy, Jr., as General Partner of Joan Glendenning Kennedy Family Limited Partnership, a Minnesota limited partnership, on behalf of the limited partnership.

Notary Public



This instrument drafted by
and after recording, please return to:
Korine L. Land (#262432)
Cottage Grove City Attorney
LeVander, Gillen & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121

EXHIBIT A DEPICTION AND LEGAL DESCRIPTION OF PROPERTY



PROPOSED LEASE DESCRIPTION (PARCEL 1)

That part of the East Half of the West Half of Section 21, Township 27, Range 21, Washington County, Minnesota. Lease area is described as follows:

That part of the East Half of the West half of Section 21, Township 27, Range 21, Washington County, Minnesota described as commencing at the Southeast corner of said East Half; thence North 89 degrees 53 minutes 43 seconds West, on an assumed bearing, along the South line of said East Half, 550.00 feet; thence North 00 degrees 07 minutes 51 seconds East, parallel with the East line of said East Half, 1400.42 feet; thence South 89 degrees 52 minutes 09 seconds East, 60.00 feet to the easterly right-of-way line of Jamaica Avenue South per document number 341575 on file and of record in the office of the County Recorder, in and for Washington County, Minnesota said point being the point of beginning of the parcel to be described; thence South 74 degrees 39 minutes 46 seconds East, 361.62 feet; thence South 74 degrees 20 minutes 29 seconds East, 146.39 feet, to a point on the East line of said East Half distant 1266.13 feet North of said Southeast corner as measured along said East line; thence North 00 degrees 07 minutes 51 seconds East, along said East line, 686.21 feet; thence North 89 degrees 53 minutes 43 seconds West, 469.94 feet; thence South 45 degrees 07 minutes 04 seconds West, 28.38 feet to said easterly right-of-way line; thence South 00 degrees 07 minutes 51 seconds West, along said easterly right-of-way line 531.87 feet to the point of beginning.

Lease area: 303,000 Sq. Ft. or 6.96 ac.

PROPOSED LEASE DESCRIPTION (PARCEL 2)

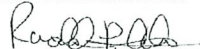
That part of Outlot A, LAKE FLORA, according to the recorded plat thereof, Washington County, Minnesota. Lease area is described as follows:

That part of Outlot A, LAKE FLORA, according to said plat on file and of record in the office of the County Recorder, in and for, Washington County, Minnesota described as commencing at the Southwest corner of said plat of LAKE FLORA; thence North 00 degrees 07 minutes 51 seconds East, along the West line of said LAKE FLORA 1266.13 feet to the point of beginning of the parcel to be described; thence continuing North 00 degrees 07 minutes 51 seconds East, along said West line, 686.21 feet; thence South 89 degrees 53 minutes 43 seconds East 30.00 feet; thence South 00 degrees 07 minutes 51 seconds West 207.00 feet; thence South 90 degrees 00 minutes 00 seconds East 248.00 feet; thence South 00 degrees 00 minutes 00 seconds East, 360.00 feet; thence South 90 degrees 00 minutes 00 seconds West, 248.82 feet; thence South 00 degrees 07 minutes 51 seconds West, 127.56 feet; thence North 74 degrees 20 minutes 28 seconds West, 31.14 feet to the point of beginning.

Lease area: 110,139 Sq. Ft. or 2.53 ac.

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. Ahlin
License Number 17765

05/18/2022
Date

SHEET 2 OF 2 SHEETS

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COMPOST LEASE AREA	
9484 GLENDENNING ROAD	
	BOLTON & MENK
	3507 HIGH POINT DR NORTH
	BLDG. 1 SUITE E130
	OKA DALE, MN 55128
(651) 704-9970	
PART OF THE E 1/2 OF THE W 1/2, SEC. 21, TWP. 27, RNG. 21, WASHINGTON COUNTY, MINNESOTA PART OF OUTLOT A, LAKE FLORA, WASHINGTON COUNTY, MINNESOTA FOR: CITY OF COTTAGE GROVE	

JOB NUMBER: 0N1126298

FIELD BOOK:

DRAWN BY: JPB

H:\COTT\0N1126298\CAD\C3D\126298_V_PROP_EXD1_REVISD COMPOST_SITE_S-05-22.dwg 5/18/2022 8:05 AM

**AGREEMENT BETWEEN THE CITY OF COTTAGE GROVE
AND RUMPCA COMPANIES, INC.
FOR OPERATION AND MAINTENANCE OF YARDWASTE FACILITY**

This Agreement ("Agreement") is made and entered into this ____ day of _____, 2022 between the City of Cottage Grove, a municipal corporation ("City"), and Rumpca Companies, Inc. a Minnesota corporation ("Rumpca").

WHEREAS, Yardwaste may not be disposed of in mixed municipal solid waste, in a landfill, or in a resource recovery facility except for purposes of composting; and

WHEREAS, Rumpca has been operating and would like to continue to operate and maintain a site for the receiving, storage, debagging, composting, transfer and processing of Acceptable Materials and to market or otherwise utilize or dispose of any Finished Products ("Services") for the City; and

WHEREAS, City leases certain real property upon which Rumpca currently operates and would like to continue to operate its Services; and

WHEREAS, City agrees to provide the property and Rumpca agrees to conduct the Services as contemplated herein.

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

1. **TERM**. The term of this Agreement shall be for a term of one (1) year unless earlier terminated and shall automatically renew for 1-year periods unless terminated pursuant to Section 7.
2. **DEFINITIONS**. Unless the language or context clearly indicates that a different meaning is intended, the word, terms and phrases stated below, when capitalized, shall have the following meaning:
 - A. **Acceptable Materials**. Yardwaste, Brush, Christmas Trees or the bags in which it is delivered; however, all bags shall be disposed of daily in a dumpster provided by Rumpca.
 - B. **Brush**. Shrub and tree waste.
 - C. **Christmas Trees**. Fresh-cut coniferous or evergreen trees or boughs, used for Christmas decorations but not such trees or boughs which contain wire or other contamination.
 - D. **Commercial Entity**. Any person, or public or private entity, delivering Acceptable Materials to a Property, other than an individual delivering Acceptable Materials from his/her residence.

- E. **Finished Products**. Compost in marketable condition and wood chips.
- F. **Hazardous Waste**. Materials defined as Hazardous Waste by local, state or federal law, specifically including, but not limited to petroleum products, polychlorinated biphenyls, and asbestos containing materials.
- G. **Processing**. Changing Acceptable Materials, as delivered to the Property, into useful products, through the natural process of composting, or the mechanical process of chipping and the preparation needed for these processes to occur.
- H. **Property**. Real property in the City of Cottage Grove, that is being leased to Rumpca to conduct the Services as contemplated by this Agreement, which is legally described and depicted on the attached Exhibit A.
- I. **Unacceptable Materials**. All materials except Yardwaste, Brush, Christmas Trees, and the bags in which it is delivered.
- J. **User**. Commercial Entities or Individuals delivering Acceptable Materials to a Property.
- K. **Yardwaste**. Lawn cuttings, leaves, garden wastes, weeds, and sod strippings.

3. **RUMPCA'S RIGHTS AND OBLIGATIONS**

- A. During this Agreement, Rumpca shall operate its Services at the Property.
- B. Rumpca shall accept Acceptable Materials generated in Washington County from Individuals and Commercial Entities, based upon certain hours and policies which Rumpca shall provide. Such policies shall be submitted to the City and shall include:
- Condition of Acceptable Materials when delivered;
 - Bagged vs. Debagged materials;
 - Acceptance of Christmas Trees;
 - Dates of operation that include, at a minimum April 1st - November 30th and first and second weekend in January for Christmas Trees;
 - Minimum of 1,600 hours per year.
- C. **Out-of-County Waste**. Rumpca may receive Acceptable Materials generated outside Washington County so long as sufficient capacity is retained for Materials to be accepted under Section 3.B.
- D. **Rumpca's Rejection of Deliveries**. Rumpca shall be responsible to properly dispose of Unacceptable Materials which have been delivered and which Rumpca is unable to remove at the expense of the party delivering it. Rumpca shall pay all costs for removing and properly disposing of Unacceptable Materials up to \$10,000. Thereafter, cost of disposal may be treated as a pass-through cost to the City at the discretion of Rumpca. Rumpca may reject any Materials delivered while they are closed.

- E. **Operations.** Rumpca shall process all Acceptable Materials received at the Property or transfer the materials to another Property at the discretion of Rumpca. Acceptable Materials shall be composted, except for Brush, which may be chipped. Rumpca or its designee may grind Brush during normal business hours in areas on-Property set up for this operation, away from the general public.
- F. **Finished Products.** Rumpca shall develop a policy for distributing Finished Products. Rumpca shall submit its policy and any changes thereto to the City. Additionally, in addition to the free Finished Products provided to the residents and the City pursuant to Section 5.A., Rumpca may provide any excessed Finished Products for customers' convenience at market prices.
- G. **Labor and Equipment.** Rumpca shall provide all labor, equipment, tools, supplies, and other materials necessary to operate the Property.
- H. **Roads.** Rumpca shall be responsible for maintaining all roads within the boundaries of the Property and for connecting such roads to the access roads or drives at the boundaries of the Property.
- I. **Drainage.** Rumpca shall provide and maintain an adequate storm and surface water drainage system during the period of operation.
- J. **Product Distribution Report.** Rumpca shall report annual volumes.
- K. **Accept City Materials.** Rumpca shall accept up to 500 cubic yards of the City's Acceptable Materials on an annual basis, without charge.
- L. **Spring Road Permit.** Rumpca shall be required to apply for a permit for exemption from the spring road restrictions.
- M. **Licenses.** Rumpca shall procure, at its own expense, all licenses, permits or other rights required for the provision of services contemplated by this Agreement. Rumpca shall inform the City of any changes within five (5) days of occurrence.

4. **RIGHTS AND OBLIGATIONS OF THE CITY.**

- A. **Commitment to Promote the Delivery of Acceptable Materials.** The City will use reasonable efforts to promote the delivery of Acceptable Materials to the Property.
- B. **Permit.** Notwithstanding Section 3.M of this Agreement, and except for the Minnesota Pollution Control Agency Permit, the City shall obtain all other permits required.
- C. **Inspection.** The City, its elected officials, employees, agents or representatives may inspect the operation of the Property at any time for the purposes of verifying compliance with the terms of this Agreement. Rumpca shall fully cooperate with the inspection.

- D. **Miscellaneous.** The City shall provide Rumpca with access to the City water for use in conjunction with the operation of the Property. Rumpca shall provide an anti-siphon device on the equipment, which is used to obtain and transport water, as approved by the City Engineer or designee.

5. **PAYMENT.**

- A. Rumpca will supply, if available, at least 1,000 cubic yards of Finished Products annually for Cottage Grove residents free of charge during regular business hours. Additionally, Rumpca will supply, if available, 1,000 cubic yards annually to the City, their employees, or agents, for City use.
- B. Rumpca will pay \$3,500 annually to the City for use of the Property. Payment shall be due on July 1 each year.

6. **INDEMNIFICATION AND INSURANCE.**

- A. **Indemnification.** The parties will indemnify, defend and hold harmless each other, any elected officials, employees, agents or representatives from any and all claims, damages, lawsuits, losses, liabilities, costs and expenses arising out of any act, omission or equipment failure on the part of the other, their subcontractors, agents, servants or employees in the performance of any of the work or services to be performed for furnished under the terms of this Agreement. Such indemnity shall include, but is not limited to, property damage, personal injury, bodily injury and death, punitive damages or any combination thereof.

The City shall indemnify Rumpca and its employees, subcontractors, agents or representatives from any and all costs for remediation of environmental impairment to the Property resulting from preexisting conditions or from the operation of the Property by the City prior to the conduct of the Services by Rumpca under this Agreement or any prior Agreement, except that the City shall not indemnify Rumpca for any such costs which are a result of Rumpca's or its employees, subcontractors, agents, or representatives, willful or negligent acts or omissions.

- B. **Insurance.** In order to protect itself and to protect the City under the indemnity provision set forth above, Rumpca shall, at Rumpca's expense, procure and maintain policies of insurance during the term of this Agreement as set forth below. Each such policy of insurance and insurance certificates shall not be canceled, non-renewed or materially changed by the issuing insurance company without at least thirty (30) days written notice of intent to cancel to the City.
- C. **Coverage.** The policies of insurance to be obtained by Rumpca pursuant to this Section shall be purchased from a licensed carrier, shall name the City of Cottage Grove as an additional insured, and shall include the following:

- (1) **Commercial General Liability.** Limits (pursuant to Minn. Stat. § 466.04, or as may

be amended)

- \$2,000,000 per occurrence
- \$2,000,000 Personal & Advertising Injury
- \$2,000,000 Products-Completed Operations Aggregate
- \$2,000,000 General Aggregate

(2) **Automobile Liability**

- \$2,000,000 (any auto) Combined Single Limited (Each Accident)

(3) **Workers Compensation & Employers' Liability.**

- Statutory Limit.

D. **Cash Escrow or Letter of Credit.** Rumpca shall furnish to the City a cash escrow or Letter of Credit, in a form acceptable to the City, in the amount of Fifteen Thousand and No/100 Dollars (\$15,000), the condition of which shall be that if Rumpca fails to perform any of the obligations required by this Agreement, and the City is required to spend monies or labor or materials to remedy such nonperformance, the City will reimburse itself with the cash escrow or Letter of Credit. Rumpca shall be responsible for any deficiencies for the City's costs not covered by the cash escrow or Letter of Credit. Rumpca will indemnify and hold the City harmless from all losses, damages to its equipment, inventory, or personal property, costs and charges that may be incurred by the City because of any failures by Rumpca to comply with the terms of this Agreement.

7. **TERMINATION.**

A. **For Cause Termination.**

(1) **Default by Rumpca.** Unless cured or excused by the occurrence of Force Majeure or City default, each of the following shall constitute default on the part of Rumpca.

- a. The written admission by Rumpca that it is bankrupt; or filing by Rumpca of a voluntary petition under the Federal Bankruptcy Act; or the filing of involuntary position under the Federal Bankruptcy Act against Rumpca unless dismissed within ninety (90) days. The notice of Default and cure provisions of this Agreement do not apply to this paragraph.
- b. The making of any arrangement with or for the benefit of Rumpca's creditors involving an assignment to a trustee, receiver or similar fiduciary. The Notice of Default and cure provisions of this Agreement do not apply to this paragraph.
- c. Making material misrepresentations to the City during the performance of this Agreement.
- d. A court or administrative body having competent jurisdiction finds that Rumpca persistently disregards laws, ordinances, rules, regulations or orders of any public authority.

- e. Failure to perform any material provision of this Agreement.
 - f. Any violation of Federal, State or local laws, statutes, ordinances, rules or regulations, as well as loss of any applicable license of certification by Rumpca.
- (2) **Default by the City.** Unless cured or excused by the occurrences of Force Majeure or default of Rumpca, each of the following shall constitute a default on the part of the City:
- a. Making material misrepresentations to Rumpca during the performance of this Agreement.
 - b. Failure to provide access to or use of the Property without 120 days' notice.
 - c. Failure to perform any material provision of this Agreement.
- (3) **Written Notice of Default.** Unless a different procedure and/or effective date is provided in the article or paragraph of this Agreement under which the default, failure or breach occurs, no event shall constitute a default giving rise to the right to terminate unless and until written Notice of Default is given to the defaulting party, specifying the particular event, series of events or failure constituting the default and cure period.
- (4) **Cure Period.** If the party in default fails to cure the specified circumstances as described by the Notice of Default within twenty (20) days or such other times as may be specified under the terms of this Agreement, then this Agreement may be terminated by written notice as stated in Section 8.E, and either party may pursue its remedies at law or in equity.
- B. **No Cause Termination.** Either party may terminate this Agreement without cause by providing one hundred twenty (120) days' written Notice to the other party.
- C. **Force Majeure.** No party shall be held responsible or subject to damages for delay or failure to perform when such delay or failure is due to any uncontrollable circumstances unless the act or occurrence could have been foreseen and reasonable action could have been taken to prevent the delay or failure, including but not limited to riots, insurrections, war or civil disorder affecting performance of work, pandemics, blockades, sabotage, and acts of God, the adoption of or change in any Federal, State or local laws, rules, regulations, ordinances, permits, or licenses by court or public agency asserting jurisdiction after the date of the execution of the Agreement, except a change in Federal, State or local law. If a matter arising under this paragraph is unable to be resolved within sixty (60) days, the non-defaulting party may terminate this Agreement upon ten (10) days' written notice.
- D. **Removal of Materials.** Upon termination of this Agreement, Rumpca shall remove all finished compost, unprocessed Acceptable Materials and Unacceptable Materials at the Property upon a date acceptable to the City. Rumpca is not responsible for environmental testing or remediation unrelated to the composting activities on Property. If Rumpca does not satisfactorily remove Materials and finished products as, the City may remove them and charge Rumpca for its removal.

- E. **Effect of Termination.** Termination of this Agreement shall not discharge any liability, responsibility or right of any party which arises from the performance of or failure to adequately perform the terms of this Agreement prior to effective date of termination. Nor shall termination discharge any obligation which by its nature would survive after the date of termination.

8. MISCELLANEOUS PROVISIONS

- A. **Minnesota Law to Govern.** This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota and venued in the Washington County, Minnesota.
- B. **Subcontractor.** Parties shall not enter into any subcontract for the performance of this Agreement nor assign any interest in the Agreement without prior written consent of all parties
- C. **Waiver.** The Waiver of any default by either party, of the failure to give notice of any default, shall not constitute a waiver of any subsequent default or be deemed to be a failure to, given such notice with respect to any subsequent default. Waiver of breach of any provision of this Agreement shall be construed to be modification for the terms of this Agreement unless stated to be such in writing and signed by authorized representatives of the City and Rumpca.
- D. **Notices.**

Notification required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification of this Agreement.

If to CITY:

City of Cottage Grove
Attn: City Administrator
12800 Ravine Parkway South
Cottage Grove, MN 54016

If to RUMPCA:

Rumpca Companies, Inc.
Attn: Raymond Rumpca
700 Pullman Avenue South
St. Paul Park, MN 55071
(651) 459-1556

- E. **Conflict of Interest.** Rumpca agrees that it will not Agreement for or accept employment for the performance of any work or services with any individual, business, partnership, corporation, government unit, or any other organization that would create a conflict of interest in the performance of its obligation under this Agreement.
- F. **Modifications.** Any alteration, variations, modifications, or waivers of the provisions of

this Agreement shall only be valid when they have been reduced in writing, signed by Authorized Representatives of the City and Rumpca.

- G. **Severability**. The provision of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.
- H. **Prior Agreements**. Prior Agreements between the City and Rumpca concerning the Property are terminated upon and superseded by the execution of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

CITY OF COTTAGE GROVE

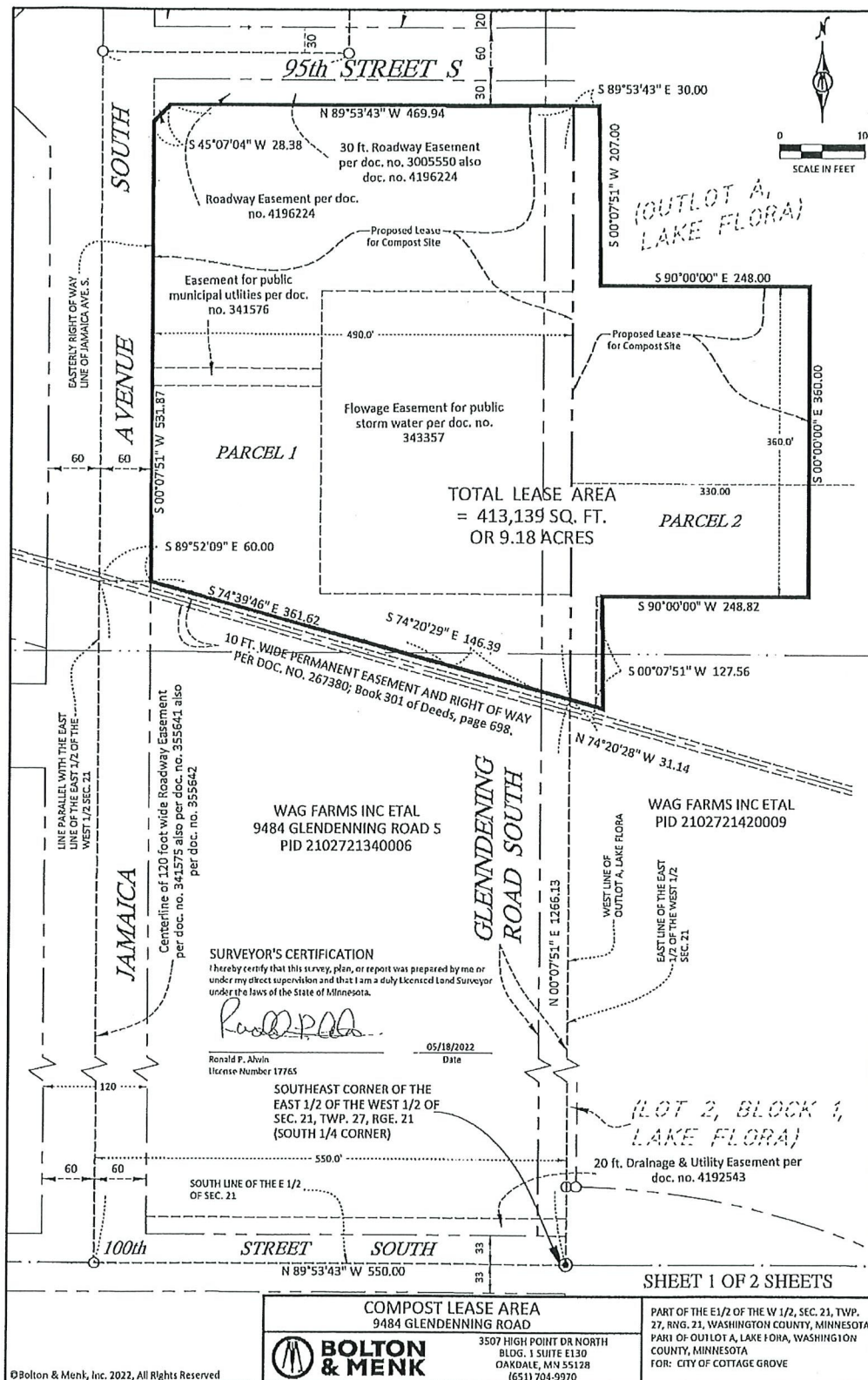
Mayor Myron Bailey

City Clerk Tamara Anderson

RUMPCA COMPANIES, INC.


Printed Name: Raymond Rumpca
Title: VP

EXHIBIT A DEPICTION AND LEGAL DESCRIPTION OF PROPERTY



PROPOSED LEASE DESCRIPTION (PARCEL 1)

That part of the East Half of the West Half of Section 21, Township 27, Range 21, Washington County, Minnesota. Lease area is described as follows:

That part of the East Half of the West half of Section 21, Township 27, Range 21, Washington County, Minnesota described as commencing at the Southeast corner of said East Half; thence North 89 degrees 53 minutes 43 seconds West, on an assumed bearing, along the South line of said East Half, 550.00 feet; thence North 00 degrees 07 minutes 51 seconds East, parallel with the East line of said East Half, 1400.42 feet; thence South 89 degrees 52 minutes 09 seconds East, 60.00 feet to the easterly right-of-way line of Jamaica Avenue South per document number 341575 on file and of record in the office of the County Recorder, in and for Washington County, Minnesota said point being the point of beginning of the parcel to be described; thence South 74 degrees 39 minutes 46 seconds East, 361.62 feet; thence South 74 degrees 20 minutes 29 seconds East, 146.39 feet, to a point on the East line of said East Half distant 1266.13 feet North of said Southeast corner as measured along said East line; thence North 00 degrees 07 minutes 51 seconds East, along said East line, 686.21 feet; thence North 89 degrees 53 minutes 43 seconds West, 469.94 feet; thence South 45 degrees 07 minutes 04 seconds West, 28.38 feet to said easterly right-of-way line; thence South 00 degrees 07 minutes 51 seconds West, along said easterly right-of-way line 531.87 feet to the point of beginning.

Lease area: 303,000 Sq. Ft. or 6.96 ac.

PROPOSED LEASE DESCRIPTION (PARCEL 2)

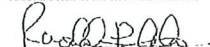
That part of Outlot A, LAKE FLORA, according to the recorded plat thereof, Washington County, Minnesota. Lease area is described as follows:

That part of Outlot A, LAKE FLORA, according to said plat on file and of record in the office of the County Recorder, in and for, Washington County, Minnesota described as commencing at the Southwest corner of said plat of LAKE FLORA; thence North 00 degrees 07 minutes 51 seconds East, along the West line of said LAKE FLORA 1266.13 feet to the point of beginning of the parcel to be described; thence continuing North 00 degrees 07 minutes 51 seconds East, along said West line, 686.21 feet; thence South 89 degrees 53 minutes 43 seconds East 30.00 feet; thence South 00 degrees 07 minutes 51 seconds West 207.00 feet; thence South 90 degrees 00 minutes 00 seconds East 248.00 feet; thence South 00 degrees 00 minutes 00 seconds East, 360.00 feet; thence South 90 degrees 00 minutes 00 seconds West, 248.82 feet; thence South 00 degrees 07 minutes 51 seconds West, 127.56 feet; thence North 74 degrees 20 minutes 28 seconds West, 31.14 feet to the point of beginning.

Lease area: 110,139 Sq. Ft. or 2.53 ac.

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. Ahlin
License Number 17765

05/18/2022
Date

SHEET 2 OF 2 SHEETS

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**BOLTON
& MENK**

COMPOST LEASE AREA
9484 GLENDENNING ROAD

3507 HIGH POINT DR NORTH
BLOG. 1 SUITE E130
OAKDALE, MN 55128
(651) 704-9970

PART OF THE E 1/2 OF THE W 1/2, SEC. 21, TWP.
27, RNG. 21, WASHINGTON COUNTY, MINNESOTA
PART OF OUTLOT A, LAKE FLORA, WASHINGTON
COUNTY, MINNESOTA
FOR: CITY OF COTTAGE GROVE

JOB NUMBER: 0N1126298 FIELD BOOK:
H:\COTT\0N1126298\CAD\C3D\126298_V_PROJ_EX01_REVISD COMPOST_SITE_5-05-22.dwg 5/18/2022 8:05 AM

DRAWN BY: JPB



City Council Action Request

7D

Meeting Date	8/17/2022	
Department	Administration	
Agenda Category	Consent Agenda	
Title	IT Manager Tuition Agreement	
Staff Recommendation	Approve the tuition agreement between the City and IT Manager Brian Bluhm.	
Budget Implication	Approximately \$18,750 over 3 budget years	
Attachments	20220810- IT Manager Tuition Memo.tif	97.71KB
	Bluhm Tuition Reimbursement Agreement.tif	301.79KB

To: Honorable Mayor and City Council Members
From: Joe Fischbach, HR Manager
Date: August 10, 2022
Subject: IT Manager Tuition Agreement

Background

With the support of the City Administrator, IT Manager Brian Bluhm has requested tuition reimbursement for his Master's degree. The degree would be in Cybersecurity, Governance and Risk Management from Concordia University- St. Paul. Courses in the curriculum include:

- CYS530 Information Security Governance and Compliance
- CYS533 Information Security Operations
- CYS536 Incident, Threat and Vulnerability Management
- CYS539 Cyber Defense
- CYS543 Managing a Secure Enterprise
- CYS550 Enterprise Cyber Security Strategies
- CYS505 Ethics in Cyber Security
- CYS510 Research in Cyber Security
- CYS545 Cyber Security Project Deployment
- CYS599 Cyber Security Capstone

The cost of the degree would be about \$18,750 over the course of three budget years and would be paid for through the IT travel and training budget. These are allowable expenses per the Travel and Training Policy as they directly relate to Brian's position. As part of the agreement, Brian would be required to work for the City for 5 years after completing the degree or pay back a portion of the tuition costs. He would also be required to complete his Certified Information Security Manager (CISM) accreditation within one year of completing his degree. The full details are in the attached proposed agreement.

This is not only a career enrichment opportunity for Brian but also a risk management enhancement for the City. Cyber criminals are constantly looking for vulnerabilities in organizations' networks. With this education, Brian will be able to improve the City's network security from these attacks.

Action Requested

Consider approving the tuition agreement between the City and Brian Bluhm.

CITY OF COTTAGE GROVE TUITION AGREEMENT

This agreement ("Agreement") is entered into on August 17, 2022, by and between the City of Cottage Grove ("City") and Brian Bluhm ("Bluhm").

RECITALS

WHEREAS, Bluhm is currently employed as the IT Manager of the City.

WHEREAS, Bluhm intends on enrolling at Concordia University in St. Paul ("Concordia") to obtain a Master of Science Degree ("the Degree") with an emphasis on Cybersecurity, Governance, and Risk Management.

WHEREAS, the duration of completing the Degree is two (2) years/five (5) semesters.

WHEREAS, completing the Degree will help Bluhm toward achieving a Certified Information Security Manager (CISM) accreditation.

WHEREAS, Bluhm and City mutually agree that completing the Degree and achieving CISM accreditation benefits both parties.

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

1. Bluhm's Obligations:

- a. Bluhm agrees to pursue and complete the Degree at Concordia University by June 30, 2024.
- b. Bluhm agrees to obtain CISM accreditation within 1 year of completing the Degree.
- c. Bluhm agrees to continue working as a full time IT Manager for the City for a period of five (5) years commencing immediately upon completing the Degree.
- d. Bluhm agrees to provide proof of graduation upon completion of the Degree.

2. City's Obligations:

- a. The City agrees to pay the cost of tuition and books for Bluhm's completion of the Degree. Tuition payments shall be made directly to Concordia upon submission of an invoice by Bluhm. The costs of books for the classes needed for the Degree shall be reimbursed by the City to Bluhm upon submission of receipts.

3. Events of Default: Bluhm shall be obligated to reimburse the City for any and all payments made by the City toward the cost of tuition and books if any of the following occur:
 - a. Bluhm voluntarily resigns from position of IT Manager while still enrolled for the Degree or within five (5) years after completing the Degree.
 - b. Bluhm is demoted from position of IT Manager while still enrolled for the Degree or within five (5) years after completing the Degree.
 - c. Bluhm is terminated from position of IT Manager for poor job performance while still enrolled for the Degree or within five (5) years after completing the Degree.
 - d. Bluhm is terminated from position of IT Manager for misconduct while still enrolled for the Degree or within five (5) years after completing the Degree.
 - e. Conviction of a crime or other activity which would prevent him from remaining in IT Manager role while still enrolled for the Degree or within five (5) years after completing the Degree.
 - f. Bluhm attends a different school to obtain the Degree without written consent by City.
 - g. Bluhm fails to complete the Degree by July 2024.
 - h. Bluhm withdraws from Concordia or the Degree program.
 - i. Bluhm fails to take all classes included in Exhibit A without written consent of City allowing changes. Changes in class course names are acceptable with proof of Exhibit A class description being the exact same description as re-titled class.
 - j. Bluhm fails to obtain CISM accreditation within one (1) year of completing the Degree.
4. Bluhm agrees that in the event he fails to meet any of the requirements of this Agreement, he is obligated to reimburse the City for tuition and books, which reimbursement shall be paid in accordance with the following schedule:
 - a. 100% reimbursement if termination occurs prior to completing one (1) year of service as IT Manager after completing the Degree.
 - b. 80% reimbursement if Bluhm fails to obtain CISM accreditation within one (1) year of completing the Degree.

- c. 80% reimbursement if termination occurs prior to completing two (2) years of service as IT Manager after completing the Degree.
 - d. 60% reimbursement if termination occurs prior to completing three (3) years of service as IT Manager after completing the Degree.
 - e. 40% reimbursement if termination occurs prior to completing four (4) years of service as IT Manager after completing the Degree.
 - f. 20% reimbursement if termination occurs prior to completing five (5) years of service as IT Manager after completing the Degree.
5. If Bluhm is obligated to repay any amount expended by the City for tuition and books, pursuant to the foregoing terms, the amount reimbursed shall be paid to the City in full within one hundred and twenty (120) days of the event triggering the necessity for repayment. The City Council may, at its sole discretion, allow additional time for City to repay the amount due.
6. The parties agree that no reimbursement is required after Bluhm completes the Degree and he serves as IT Manager for five years.

[remainder of page intentionally left blank]

Brian Bluhm

Jennifer Levitt, City Administrator

EXHIBIT A

CYS530 Information Security Governance and Compliance
CYS533 Information Security Operations
CYS536 Incident, Threat and Vulnerability Management
CYS539 Cyber Defense
CYS543 Managing a Secure Enterprise
CYS550 Enterprise Cyber Security Strategies
CYS505 Ethics in Cyber Security
CYS510 Research in Cyber Security
CYS545 Cyber Security Project Deployment
CYS599 Cyber Security Capstone



City Council Action Request

7E

Meeting Date	8/17/2022
Department	Administration
Agenda Category	Consent Agenda
Title	Mobile Food Unit License
Staff Recommendation	Approve the Mobile Food Unit Licenses for Rollin Nolens BBQ and Carnival Mexican Grill. N/A
Budget Implication	
Attachments	Memo - Food Unit License - Rollin Nolens BBQ.tif 1.44MB

To: Honorable Mayor and City Council Members
Jennifer Levitt, City Administrator
From: Tamara Anderson, City Clerk
Date: August 9, 2022
Subject: Mobile Food Unit License

Background

The Council enacted a mobile food ordinance that established performance standards, insurance requirements, and licensing for the operation of mobile food units within City limits. Rollin Nolens BBQ and Carnival Mexican Grill have met those requirements and have been approved for licensing.

Recommendation

Staff is recommending that Rollin Nolens BBQ and Carnival Mexican BBQ be issued a Mobile Food Unit license through December 31, 2022.



City Council Action Request

7F

Meeting Date 8/17/2022

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	2.23MB
	Rental License Approvals Table.tif	84.75KB

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

FROM: Samantha Drewry, Code Enforcement Officer

DATE: August 11, 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 - AUGUST 17, 2022

RENTAL LICENSE NUMBER	PROPERTY STREET #	PROPERTY STREET NAME	PROPERTY OWNER
RENT-001380	8802	GREYSTONE AVENUE SOUTH	MCDOWELL, BRIAN
RENT-001381	8496	GROSPPOINT AVENUE SOUTH	FREDRICHs, BRETT



City Council Action Request

7H

Meeting Date	8/17/2022
Department	Public Works
Agenda Category	Consent Agenda
Title	South District Street & Utility Improvements - Change Order #1
Staff Recommendation	Approve Change Order #1 revising the contract language for the South District Street and Utility Project, to adjust the Phase 1 scope into two phases and extend the Phase 1b completion dates as noted in the included change order.
Budget Implication	N/A
Attachments	South District Street & Utility Project CC Memo.tif 10.79MB South District Street & Utility Project Change Order.tif 5.77MB



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

From: Amanda Meyer, P.E., Assistant City Engineer

Date: August 10, 2022

Re: South District Street & Utility Improvements – Change Order #1

Background

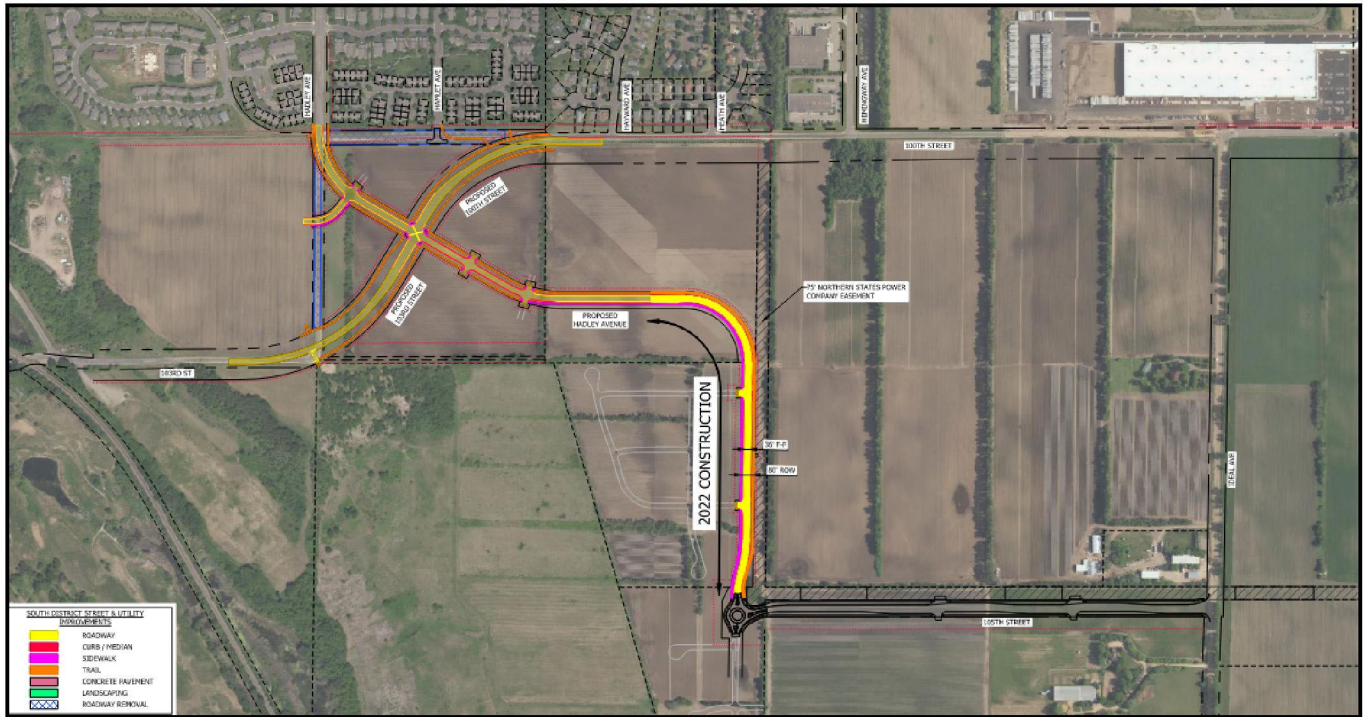
The City had been working with several property owners interested in selling their properties south of 100th Street for residential development, along with potential developers of the land. Currently, the area south of 100th Street has only one public road access on Ideal Avenue. Per the fire code, when 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 re-alignment 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 authorized the preparation of plans and specifications, which were subsequently approved by the City Council on May 4, 2022. Bids for the project were opened on May 26, 2022. Easement agreements were approved, and the project was awarded on June 1, 2022.

Discussion

In the time since the project was awarded, there have been changes in developer interest to move forward with a development adjacent to the proposed roadways. The change in interest is mainly due to changes in the development market, the developer wanting to delay closing on the property, and the developer and property owner being unable to come to an agreement on terms of delaying. Therefore, the City and Northern Lines, the contractor awarded the South District Street and Utility project, have come to an agreement to delay a portion of the work until 2023 to allow for the development market to be reassessed during the winter months. The proposed Phase 1 work would be split into two phases to allow the trunk utility work to be completed in 2022 and the roadway work to be delayed to 2023. The change order also allows the City to decide by March 31, 2023, if the work proposed for 2023 and the remainder of the contract should be terminated for convenience. The City may terminate the contract for convenience per the contract documents, and per the change order, the Contractor agrees that no damages would be claimed for terminating due to the substantial notice being provided. The

specific change in contract language and revisions to the phasing plan have been included for reference.



While it is crucial to extend the South District trunk utilities further west, it is not as crucial to get the roadways installed until such time that a developer moves forward with the purchasing and development of these adjacent properties.

Recommendation

It is recommended that the City Council approve Change Order #1 revising the contract language for the South District Street and Utility Project, to adjust the Phase 1 scope into two phases and extend the Phase 1b completion dates as noted in the included Change Order.



Owner: City of Cottage Grove, 12800 Ravine Pkwy., Cottage Grove, MN 55016	Date: August 10, 2022
Contractor: Northern Lines Contracting, 11039 Lamont Avenue NE, Hanover MN 55341	
Bond Co: Travelers Casualty & Surety Company, One Tower Square, Hartford, CT 06183	Bond No: 107602362

CHANGE ORDER NO. 1
SOUTH DISTRICT STREET & UTILITY IMPROVEMENTS
STANTEC PROJECT NO. 193805569

Description of Work

This Change Order is to remove and replace the General Contract Section 4.02A and modify the staging plan (sheet 25 of the construction plans).

Original Contract Amount	\$6,774,652.86
Previous Change Orders	\$0.00
This Change Order	\$0.00
Revised Contract Amount (including this change order)	<u>\$6,774,652.86</u>

CHANGE IN CONTRACT TIMES

Original Contract Times: SEE ORIGINAL GENERAL CONTRACT

Substantial Completion (days or date):

Ready for final Payment (days or date):

SEE ATTACHED REVISED SECTION 4.02A OF THE
GENERAL CONTRACT AND STAGING PLAN

Increase of this Change Order:

Substantial Completion (days or date):

Ready for final Payment (days or date):

Contract Time with all approved Change Orders:

Substantial Completion (days or date):

Ready for final Payment (days or date):

Recommended for Approval by:

STANTEC

David Sanocki

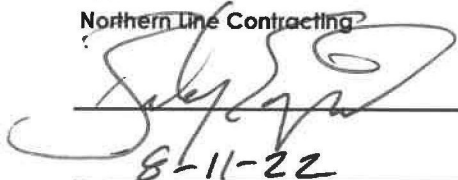
Digitally signed by David Sanocki
Date: 2022.08.11 13:55:28 -05'00'

Date:

8/11/2022

Approved by Contractor:

Northern Line Contracting


8-11-22

Date

Approved by Owner:

CITY OF COTTAGE GROVE

Date

cc: Owner

Contractor

Bonding Company

Stantec

REVISED GENERAL CONTRACT SECTION 4.02A

4.02 *Dates for Substantial Completion, Final Completion, and Final Payment*

- A. Stage 1 is being split into Stage 1a and Stage 1b. The Stage 1a substantial completion date is **December 2, 2022**. The Stage 1b substantial completion date is **October 15, 2023**. Prior to March 31, 2023, the City reserves the right to terminate the contract for convenience according to the contract documents. The city will notify the contractor no later than March 31, 2023 if it will be moving forward with the contract, or terminating for convenience. If the City decides to terminate for convenience, due to the substantial notice being provided to the Contractor, the Contractor agrees that no damages will be claimed for terminating. If the City terminates prior to March 31, 2023, the City shall not be responsible for any material procurement, work preparation or performed, expenses or costs by the Contractor for any work involving Stage 1b, Stages 2-4 that are incurred by the Contractor before March 31, 2023. If the Contract is not terminated, the Substantial Completion date for Stages 2 through 4 is **October 15, 2023**. Substantial Completion shall include the following:
- Stage 1a Substantial Completion includes installing the 24" trunk sanitary sewer, 24"-30" trunk storm sewer, and 18" trunk water main to the park area.
 - Stage 1b Substantial Completion includes placing curb/gutter and the first lift of bituminous.





City Council Action Request

71

Meeting Date	8/17/2022	
Department	Administration	
Agenda Category	Consent Agenda	
Title	Convention and Visitors Bureau Member Appointment	
Staff Recommendation	Appoint Steve Hanson to fill the vacant seat on the Convention and Visitors Bureau Board of Directors.	
Budget Implication	N/A	
Attachments	CVB Member Appointment.tif	322.46KB

TO: City Council

FROM: Steve Dennis, CGCVB Chairman of the Board

DATE: August 12, 2022

RE: Convention and Visitors Bureau Member Appointment

Background/Discussion

The City received a commission application from Steve Hanson and I subsequently interviewed him for a vacant position on the CVB Board. Mr. Hanson owns Twin Cities Sign Installations and has a degree in communications and public relations.

Mr. Hanson is well-qualified, and I am confident he will demonstrate himself as an asset to our community. I am pleased to recommend him to fill the vacant seat on the CVB with a term ending December 31, 2022.

Recommendation

Appoint Steve Hanson to fill the vacant seat on the Convention and Visitors Bureau Board of Directors.



City Council Action Request

7J

Meeting Date	8/17/2022	
Department	Administration	
Agenda Category	Consent Agenda	
Title	Economic Development Authority Member Appointment	
Staff Recommendation	Appoint Sandi Scott to fill an unexpired term on the Economic Development Authority ending July 21, 2026.	
Budget Implication	N/A	
Attachments	Economic Development Authority Member Appointment.tif	347.34KB

TO: City Council

FROM: Mayor Myron Bailey, EDA President

DATE: August 12, 2022

RE: Economic Development Authority Member Appointment

Background/Discussion

EDA Member Kyle Knop was recently released from his position on the EDA which creates an open seat (unexpired term) ending July 21, 2026.

The City received a commission application from Sandi Scott and I subsequently interviewed her for the vacant position. Ms. Scott works in the communications and public relations field and has a passion for the City of Cottage Grove.

Ms. Scott is well-qualified, and I am confident she will demonstrate herself as an asset to our community. I am pleased to recommend her to fill the remainder of the vacant term on the EDA.

Recommendation

Appoint Sandi Scott to fill an unexpired term on the Economic Development Authority ending July 21, 2026.



City Council Action Request

7K

Meeting Date	8/17/2022	
Department	Administration	
Agenda Category	Consent Agenda	
Title	Communications Manager Hiring	
Staff Recommendation	Approve the hiring of Eric Rigby as Communications Manager.	
Budget Implication	\$96,512.00 plus benefits- within approved budget	
Attachments	2022 Comms Mgr Hiring Memo.tif	56KB

Memo

TO: Honorable Mayor and City Council

FROM: Joe Fischbach, Human Resources Manager

DATE: August 16, 2022

RE: Communications Manager Hiring

Background

In June, we began recruiting for a Communications Manager. The first round, staff interviewed seven applicants and selected three to move forward to second interviews. All three applicants accepted second round interviews. The three applicants interviewed with three different panels representing every City department. All three applicants were selected to interview with the City Council on August 10th. The Council provided staff direction to conduct a background check on Eric Rigby and forward his hiring for formal Council approval if favorable.

Action Requested

Approve the hiring of Eric Rigby as Communications Manager at Grade 21, Step 2 (\$96,512.00) of the Non-represented Pay Plan.



City Council Action Request

7L

Meeting Date	8/17/2022	
Department	Administration	
Agenda Category	Consent Agenda	
Title	Council Appointed Personnel	
Staff Recommendation	Adopt Resolution 2022-113 appointing Joseph Fischbach, Deputy City Clerk.	
Budget Implication	N/A	
Attachments	20220817- Council Appointed Personnel Memo.tif	46.74KB
	Resolution to Appoint Deputy City Clerk.tif	47.8KB



To: Honorable Mayor and City Council Members
From: Joe Fischbach, HR Manager
Date: August 17, 2022
Subject: Council Appointed Personnel

Background

City Code Section 1-6-3 F.2. authorizes the City Council to appoint a Deputy City Clerk to perform the duties of the City Clerk in the Clerk's absence, upon the recommendation of the City Administrator. There are occasions when the City Clerk is not available and as the former City Clerk, I know the duties well, therefore, the City Administrator is recommending me for appointment to this role.

Action Requested

Consider adopting Resolution 2022-113 appointing Joseph Fischbach, Deputy City Clerk.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2022-113

**A RESOLUTION APPOINTING A DEPUTY CITY CLERK
IN THE CITY OF COTTAGE GROVE**

WHEREAS, upon the recommendation of the City Administrator, pursuant to City Code Section 1-6-3 F.2, the City Council may appoint a Deputy City Clerk to discharge any of the official and legal duties of the office of the City Clerk.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Cottage Grove, Washington County, Minnesota, hereby appoints and designates the following individual to their respective position:

A. Joseph Fischbach, Deputy City Clerk;

Passed this 17th day of August, 2022.

Myron Bailey, Mayor

Attest:

Joseph Fischbach, Deputy City Clerk



City Council Action Request

8A

Meeting Date 8/17/2022

Department Finance

Agenda Category Approve Disbursements

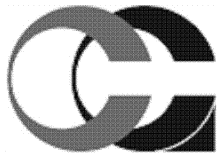
Title Approve payments for the period of 8-3-2022 through 8-11-2022 in the amount of \$1,273,809.67.

Staff

Recommendation

Budget Implication N/A

Attachments	EXPENSE APPROVAL REPORT.tif	8.26MB
	PAYROLL CHECK REGISTER.tif	18.02KB



Cottage Grove

Expense Approval Report

By Vendor Name

Payment Dates 8/3/2022 - 8/11/2022

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN00805 - 3M GBN8981					
3M GBN8981	216923	08/03/2022	9417720570	WHITE DIAMOND GRADE REFLECTIVE SHEETING	1,134.00
Vendor VEN00805 - 3M GBN8981 Total:					1,134.00
Vendor: VEN20033 - ACUSHNET COMPANY					
ACUSHNET COMPANY	216924	08/03/2022	913046116	PROSHOP MERCHANDISE	52.12
ACUSHNET COMPANY	216924	08/03/2022	913517289	PRACTICE YELLOW BLACK STRIPE	3,473.44
ACUSHNET COMPANY	216986	08/10/2022	913784848	PROSHOP MERCHANDISE	51.45
ACUSHNET COMPANY	216986	08/10/2022	913794992	PROSHOP MERCHANDISE	44.10
ACUSHNET COMPANY	216986	08/10/2022	913804906	PROSHOP MERCHANDISE	44.10
ACUSHNET COMPANY	216986	08/10/2022	913824766	PROSHOP MERCHANDISE	44.10
Vendor VEN20033 - ACUSHNET COMPANY Total:					3,709.31
Vendor: VEN01187 - ADVANCED GRAPHIX INC					
ADVANCED GRAPHIX INC	216925	08/03/2022	209609	SET UP OF SQUADS 2263 & 2252	2,164.00
Vendor VEN01187 - ADVANCED GRAPHIX INC Total:					2,164.00
Vendor: VEN31608 - AIR SCIENCE USA LLC					
AIR SCIENCE USA LLC	216987	08/10/2022	70829	PRE FILTER - PACK OF 6	748.00
AIR SCIENCE USA LLC	216987	08/10/2022	70829	GP PLUS CARBON FILTER	650.00
AIR SCIENCE USA LLC	216987	08/10/2022	70829	HEPA FILTER	648.00
AIR SCIENCE USA LLC	216987	08/10/2022	70829	HEPA FILTER	306.00
AIR SCIENCE USA LLC	216987	08/10/2022	70829	PRE-FILTER, 6 PACK	278.00
AIR SCIENCE USA LLC	216987	08/10/2022	70829	GP PLUS FILTER	402.00
Vendor VEN31608 - AIR SCIENCE USA LLC Total:					3,032.00
Vendor: VEN32652 - ALL SEASONS GARAGE DOOR COMPANY					
ALL SEASONS GARAGE DOOR	13732	08/11/2022	5-7750	SERVICE GARAGE DOOR- CENTRAL FIRE	637.50
Vendor VEN32652 - ALL SEASONS GARAGE DOOR COMPANY Total:					637.50
Vendor: VEN33229 - AMAZON FULFILLMENT SERVICES, INC.					
AMAZON FULFILLMENT SERVI	13676	08/04/2022	1PN6-RPVG-MJJ3	AA/AAA BATTERIES-ADMIN	75.04
AMAZON FULFILLMENT SERVI	13676	08/04/2022	1PTM-FLNP-67Q4	UNIFORM BOOTS - REDENIUS	134.95
AMAZON FULFILLMENT SERVI	13733	08/11/2022	1GPP-QT4F-9PCC	USB FLASH DRIVE-EMS	29.88
AMAZON FULFILLMENT SERVI	13733	08/11/2022	1D7M-DYYV-646W	ADVENTURE CAMP SUPPLIES- REC	365.71
Vendor VEN33229 - AMAZON FULFILLMENT SERVICES, INC. Total:					605.58
Vendor: VEN34977 - ARAMARK UNIFORM & CAREER APPAREL GROUP INC					
ARAMARK UNIFORM & CAREE	13677	08/04/2022	2500045303	RESTAURANT LINEN/SUPPLIES SVCS	489.90
ARAMARK UNIFORM & CAREE	13677	08/04/2022	2500050002	RESTAURANT LINEN/SUPPLIES SVCS	571.88
ARAMARK UNIFORM & CAREE	13677	08/04/2022	2500054971	RESTAURANT LINEN/SUPPLIES SVCS	495.90
ARAMARK UNIFORM & CAREE	13677	08/04/2022	2500059467	RESTAURANT LINEN/SUPPLIES SVCS	577.88
Vendor VEN34977 - ARAMARK UNIFORM & CAREER APPAREL GROUP INC Total:					2,135.56
Vendor: VEN35914 - ARIZONA MANUFACTURING & EMBROIDERY INC					
ARIZONA MANUFACTURING	216926	08/03/2022	692365	PROSHOP MERCHANDISE	279.05
ARIZONA MANUFACTURING	216988	08/10/2022	692680	PROSHOP MERCHANDISE	91.46
ARIZONA MANUFACTURING	216988	08/10/2022	692849	PROSHOP MERCHANDISE	159.02
Vendor VEN35914 - ARIZONA MANUFACTURING & EMBROIDERY INC Total:					529.53

Expense Approval Report

Payment Dates: 8/3/2022 - 8/11/2022

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN35831 - AURORA STRATEGIC ADVISORS INC					
AURORA STRATEGIC ADVISOR	216989	08/10/2022	22-CG-7	FEDERAL LOBBYIST - JULY 202	3,636.36
Vendor VEN35831 - AURORA STRATEGIC ADVISORS INC Total:					3,636.36
Vendor: VEN29278 - BAUER BUILT TIRE					
BAUER BUILT TIRE	216927	08/03/2022	180283035	TIRE PATCH, WEIGHTS, CEMENT - SHOP SUPPLY SS10	333.29
BAUER BUILT TIRE	216927	08/03/2022	180283075	TRAILER TIRES - 7018/34615	676.09
BAUER BUILT TIRE	216927	08/03/2022	180283124	LT245/75R16 TIRES - STOCK	554.12
Vendor VEN29278 - BAUER BUILT TIRE Total:					1,563.50
Vendor: VEN32796 - BERGANKDV, LTD					
BERGANKDV, LTD	216928	08/03/2022	1168761	2021 FINANCIAL AUDIT SVCS	15,225.00
BERGANKDV, LTD	216928	08/03/2022	1168761	2021 FINANCIAL AUDIT SVCS	7,612.50
BERGANKDV, LTD	216928	08/03/2022	1168761	2021 FINANCIAL AUDIT SVCS	7,612.50
Vendor VEN32796 - BERGANKDV, LTD Total:					30,450.00
Vendor: VEN35453 - BIX PRODUCE COMPANY LLC					
BIX PRODUCE COMPANY LLC	13734	08/11/2022	358907	CREDIT INV# 5411118 - PICO DE GALLO	-45.80
BIX PRODUCE COMPANY LLC	13734	08/11/2022	5466840	FOOD FOR CLUBHOUSE	376.65
Vendor VEN35453 - BIX PRODUCE COMPANY LLC Total:					330.85
Vendor: VEN02408 - BLACKBURN MANUFACTURING COMPANY					
BLACKBURN MANUFACTURIN	13735	08/11/2022	682051-IN	PESTICIDE TREATED AREA FLAGS-FORESTRY	124.39
Vendor VEN02408 - BLACKBURN MANUFACTURING COMPANY Total:					124.39
Vendor: VEN02288 - BOUND TREE MEDICAL, LLC					
BOUND TREE MEDICAL, LLC	13736	08/11/2022	84593137	EMS SUPPLIES	140.99
BOUND TREE MEDICAL, LLC	13736	08/11/2022	84597536	EMS SUPPLIES	8.40
Vendor VEN02288 - BOUND TREE MEDICAL, LLC Total:					149.39
Vendor: VEN02306 - BRAUN INTERTEC CORPORATION					
BRAUN INTERTEC CORPORATI	13678	08/04/2022	B301859	2022 MILL & OVERLAY THOMPSON GROVE SVCS THRU 7/8	7,398.00
BRAUN INTERTEC CORPORATI	13737	08/11/2022	B302620	SOUTH DISTRICT SANITARY SEWER SVCS THRU 7/16/22	1,023.50
Vendor VEN02306 - BRAUN INTERTEC CORPORATION Total:					8,421.50
Vendor: VEN35273 - BREAKTHRU BEVERAGE MINNESOTA BEER LLC					
BREAKTHRU BEVERAGE MINN	216990	08/10/2022	344955934	BEER FOR CLUBHOUSE	599.60
BREAKTHRU BEVERAGE MINN	216990	08/10/2022	344955935	BEER FOR CLUBHOUSE	282.00
Vendor VEN35273 - BREAKTHRU BEVERAGE MINNESOTA BEER LLC Total:					881.60
Vendor: VEN33107 - BURGGRAF'S ACE HARDWARE OF COTTAGE GROVE CO.					
BURGGRAF'S ACE HARDWARE	216929	08/03/2022	4710	PACKOUT TOTE-FACILITIES	79.99
BURGGRAF'S ACE HARDWARE	216929	08/03/2022	4711	CUSHION GRIP DRIVER SET/ROUNDUP-UTILITIES	55.98
BURGGRAF'S ACE HARDWARE	216929	08/03/2022	4716	FASTENERS-PARKS	6.40
BURGGRAF'S ACE HARDWARE	216991	08/10/2022	4725	SAFETY VEST/SLIMPLUG-UTILITIES	33.98
Vendor VEN33107 - BURGGRAF'S ACE HARDWARE OF COTTAGE GROVE CO. Total:					176.35
Vendor: VEN03436 - C & E AUTO UPHOLSTERY					
C & E AUTO UPHOLSTERY	13738	08/11/2022	25230	REPAIR DRIVERS CUSHION FOAM - 1508/34625	220.00
Vendor VEN03436 - C & E AUTO UPHOLSTERY Total:					220.00
Vendor: VEN30968 - C.J. SPRAY, INC					
C.J. SPRAY, INC	13679	08/04/2022	3216576	PUMP - 32MISC/34633	327.00
Vendor VEN30968 - C.J. SPRAY, INC Total:					327.00
Vendor: VEN03001 - CALLAWAY GOLF					
CALLAWAY GOLF	216930	08/03/2022	935053904	PROSHOP MERCHANDISE	596.49
Vendor VEN03001 - CALLAWAY GOLF Total:					596.49

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Payment Dates: 8/3/2022 - 8/11/2022

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN34397 - CAPP INDUSTRIES INC					
CAPP INDUSTRIES INC	216992	08/10/2022	20220810	REFUND FINAL LANDSCAPE ESCROW - 7900 W PT DOUGLAS	75,000.00
Vendor VEN34397 - CAPP INDUSTRIES INC Total:					75,000.00
Vendor: VEN32194 - CAPSTONE HOMES, INC					
CAPSTONE HOMES, INC	13680	08/04/2022	20220803-1	REFUND ESCROW - 6892 101ST ST S	5,065.00
CAPSTONE HOMES, INC	13680	08/04/2022	20220803-2	REFUND ESCROW - 6900 101ST ST S	5,065.00
CAPSTONE HOMES, INC	13680	08/04/2022	20220803-3	REFUND ESCROW - 6908 101ST ST S	5,065.00
CAPSTONE HOMES, INC	13680	08/04/2022	20220803-4	REFUND ESCROW - 6916 101ST ST S	5,065.00
CAPSTONE HOMES, INC	13680	08/04/2022	20220803-5	REFUND ESCROW - 6846 102ND ST S	5,065.00
Vendor VEN32194 - CAPSTONE HOMES, INC Total:					25,325.00
Vendor: VEN35835 - CENTER FOR INTERNET SECURITY INC					
CENTER FOR INTERNET SECUR	216993	08/10/2022	INV-220705-0039541	CIS SERVICES MDR ADVANCED 7/5/22-4/17/23	9,433.00
Vendor VEN35835 - CENTER FOR INTERNET SECURITY INC Total:					9,433.00
Vendor: VEN35388 - CENTRAL MCGOWAN INC					
CENTRAL MCGOWAN INC	13681	08/04/2022	598481	CO2/NITROGEN CYLINDER RENTAL	175.63
Vendor VEN35388 - CENTRAL MCGOWAN INC Total:					175.63
Vendor: VEN29526 - CENTURY LINK					
CENTURY LINK	216994	08/10/2022	20220728-1	AUG ACCT 651 459-9499 123	215.77
CENTURY LINK	216994	08/10/2022	20220728-2	AUG ACCT 651 459-2197 218	80.72
CENTURY LINK	216994	08/10/2022	20220728-3	AUG ACCT 651 459-2560 545	178.76
CENTURY LINK	216994	08/10/2022	20220728-4	AUG ACCT 651 459-8128 529	59.39
CENTURY LINK	216994	08/10/2022	20220728-5	AUG ACCT 651 459-8124 217	59.39
CENTURY LINK	216994	08/10/2022	20220728-6	AUG ACCT 651 459-3912 290	335.73
CENTURY LINK	216994	08/10/2022	20220728-7	AUG ACCT 651 458-8074 011	126.49
CENTURY LINK	216994	08/10/2022	20220728-8	AUG ACCT 651 458-2946 864	96.11
CENTURY LINK	216994	08/10/2022	20220728-8	AUG ACCT 651 458-2946 864	178.48
CENTURY LINK	216994	08/10/2022	20220801-1	AUG ACCT 612 E12-8029 542	530.00
CENTURY LINK	216994	08/10/2022	20220801-2	AUG ACCT 651 769-1028 761	165.35
Vendor VEN29526 - CENTURY LINK Total:					2,026.19
Vendor: VEN33565 - CINTAS CORPORATION NO. 2					
CINTAS CORPORATION NO. 2	13682	08/04/2022	4124932788	PW UNIFORM SVC	6.13
CINTAS CORPORATION NO. 2	13682	08/04/2022	4124932788	PW UNIFORM SVC	32.30
CINTAS CORPORATION NO. 2	13682	08/04/2022	4125086175	SHOP TOWEL - RIVER OAKS UNIFORM SVC	62.72
CINTAS CORPORATION NO. 2	13739	08/11/2022	4125630448	PW UNIFORM SVC	6.13
CINTAS CORPORATION NO. 2	13739	08/11/2022	4125630448	PW UNIFORM SVC	32.30
CINTAS CORPORATION NO. 2	13739	08/11/2022	4125783205	SHOP TWL - PAPER CRT - RIVER OAKS UNIFORM SVC	51.31
CINTAS CORPORATION NO. 2	13682	08/04/2022	4126305470	SHOP TOWEL - AIR SVC - CART - HD SCRIB SVC	17.50
CINTAS CORPORATION NO. 2	13682	08/04/2022	4126305470	SHOP TOWEL - AIR SVC - CART - HD SCRIB SVC	17.50
CINTAS CORPORATION NO. 2	13739	08/11/2022	4126980982	SHOP TWL - AIR SVC - CART - HD SCRIB SVC - MAT SVC	34.95
CINTAS CORPORATION NO. 2	13739	08/11/2022	4126980982	SHOP TWL - AIR SVC - CART - HD SCRIB SVC - MAT SVC	34.95
Vendor VEN33565 - CINTAS CORPORATION NO. 2 Total:					295.79
Vendor: VEN03954 - CINTAS FIRST AID & SAFETY					
CINTAS FIRST AID & SAFETY	13740	08/11/2022	5116168385	FIRST AID KIT SUPPLIES-RIVER OAKS MAINTENANCE BLDG	53.37
Vendor VEN03954 - CINTAS FIRST AID & SAFETY Total:					53.37

Expense Approval Report

Payment Dates: 8/3/2022 - 8/11/2022

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN03395 - CITY ENGINEERS ASSOCIATION OF MN					
CITY ENGINEERS ASSOCIATIO	216931	08/03/2022	20220803	ANNUAL DUES-JUTH	60.00
Vendor VEN03395 - CITY ENGINEERS ASSOCIATION OF MN Total:					60.00
Vendor: VEN03183 - COLLEGE CITY BEVERAGE, INC.					
COLLEGE CITY BEVERAGE, INC	13741	08/11/2022	1543-00112	CREDIT - BEER FOR CLUBHOUSE	-19.70
COLLEGE CITY BEVERAGE, INC	13741	08/11/2022	813532	BEER FOR CLUBHOUSE	2,282.30
Vendor VEN03183 - COLLEGE CITY BEVERAGE, INC. Total:					2,262.60
Vendor: VEN35037 - COLLINS ELECTRICAL CONSTRUCTION CO					
COLLINS ELECTRICAL CONSTR	216932	08/03/2022	18153	RPL SOLENOID, TROUBLESHOOT CNTRL CIRCUIT-UNL PUMP	383.78
Vendor VEN35037 - COLLINS ELECTRICAL CONSTRUCTION CO Total:					383.78
Vendor: VEN32389 - COMCAST					
COMCAST	216933	08/03/2022	150992050	CENTRAL FIRE FIBER ACCT# 939010329 THRU 7/14/22	6,254.12
COMCAST	216996	08/10/2022	20220801-1	HERO CENTER ACCT# 8772105760380879 8/4/22-9/3/22	155.40
COMCAST	216996	08/10/2022	20220801-2	ICE ARENA ACCT# 8772105760336376 8/5/22-9/4/22	396.32
Vendor VEN32389 - COMCAST Total:					6,805.84
Vendor: VEN34844 - COMPUTER INTEGRATION TECHNOLOGIES INC					
COMPUTER INTEGRATION TEC	13742	08/11/2022	331432	PW New Facility Employee Surface	1,502.00
COMPUTER INTEGRATION TEC	13742	08/11/2022	332129	MICROSOFT SURFACE PRO BLACK SIGNATURE KEYBOARD -PW	753.00
Vendor VEN34844 - COMPUTER INTEGRATION TECHNOLOGIES INC Total:					2,255.00
Vendor: VEN03943 - COTTAGE GROVE ANIMAL HOSPITAL					
COTTAGE GROVE ANIMAL HO	216997	08/10/2022	258922	CLM# CP224517 - EXAM/LACERATION REPAIR-GUNNAR	158.89
Vendor VEN03943 - COTTAGE GROVE ANIMAL HOSPITAL Total:					158.89
Vendor: VEN03037 - COTTAGE GROVE AREA CHAMBER OF COMMERCE					
COTTAGE GROVE AREA CHAM	13683	08/04/2022	7092	BUSINESS NETWORKING LUNCHEON-SCHOEN	25.00
Vendor VEN03037 - COTTAGE GROVE AREA CHAMBER OF COMMERCE Total:					25.00
Vendor: VEN29508 - COTTAGE GROVE POLICE FEDERATION					
COTTAGE GROVE POLICE FEDE	13743	08/11/2022	INV025035	8/11/22 BIWEEKLY PAYROLL 7/18/22-7/31/22	1,815.00
Vendor VEN29508 - COTTAGE GROVE POLICE FEDERATION Total:					1,815.00
Vendor: VEN03012 - CUB FOODS					
CUB FOODS	216934	08/03/2022	20220712	COOKING SPRAY FOR SIGN SHOP	19.90
CUB FOODS	216934	08/03/2022	20220713	BEVERAGES FOR CLUBHOUSE	17.97
CUB FOODS	216998	08/10/2022	20220719	COOKING SPRAY FOR SIGN SHOP	41.79
Vendor VEN03012 - CUB FOODS Total:					79.66
Vendor: VEN03305 - CUMMINS INC.					
CUMMINS INC.	216935	08/03/2022	S1-74555	INSITE PRO - SOFTWARE FOR DUMP TRUCKS	826.79
CUMMINS INC.	216935	08/03/2022	S1-81822	CREDIT INV# S1-74555 - MN SALES TAX CHARGED	-56.79
Vendor VEN03305 - CUMMINS INC. Total:					770.00

Expense Approval Report

Payment Dates: 8/3/2022 - 8/11/2022

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN03087 - CUSTOM FIRE APPARATUS, INC.					
CUSTOM FIRE APPARATUS, IN	216999	08/10/2022	21609-IN	VALVE, AIR, 4-WAY, TOGGLE-FIRE	52.18
Vendor VEN03087 - CUSTOM FIRE APPARATUS, INC. Total:					52.18
Vendor: VEN03423 - CUSTOM STAINLESS STEEL, INC.					
CUSTOM STAINLESS STEEL, IN	217000	08/10/2022	93420907	CONCESSIONS COUNTER TOP & INSTALL-HAMLET PARK	9,189.00
Vendor VEN03423 - CUSTOM STAINLESS STEEL, INC. Total:					9,189.00
Vendor: VEN32300 - D R HORTON					
D R HORTON	216936	08/03/2022	20220803-1	REFUND ESCROW - 6034 JASMINE BAY S	5,495.00
D R HORTON	216936	08/03/2022	20220803-2	REFUND ESCROW - 6044 JASMINE BAY S	5,495.00
D R HORTON	216936	08/03/2022	20220803-3	REFUND ESCROW - 6156 JASMINE BAY S	5,495.00
D R HORTON	216936	08/03/2022	20220803-4	REFUND ESCROW - 9283 62ND ST S	5,495.00
D R HORTON	216936	08/03/2022	20220803-5	REFUND ESCROW - 6007 JASMINE BAY S	5,495.00
Vendor VEN32300 - D R HORTON Total:					27,475.00
Vendor: VEN30349 - DAKOTA COUNTY ABSTRACT CO					
DAKOTA COUNTY ABSTRACT C	217002	08/10/2022	52911	TITLE FEE - 20.027.21.44.0012/20.027.21.43.0014	575.00
DAKOTA COUNTY ABSTRACT C	217001	08/10/2022	53326	TITLE FEE - 04.027.21.41.0005/03.027.21.32.0006	675.00
Vendor VEN30349 - DAKOTA COUNTY ABSTRACT CO Total:					1,250.00
Vendor: VEN34463 - DARTS					
DARTS	216937	08/03/2022	20220701	VISIONARY SPONSOR CG BUS LOOP APR-JUN 2022	6,250.00
Vendor VEN34463 - DARTS Total:					6,250.00
Vendor: VEN34023 - DEM-CON COMPANIES					
DEM-CON COMPANIES	216938	08/03/2022	10752	20YD SWITCH CONSTRUCTION & DEMOLITION-OAKWOOD PAR	626.97
Vendor VEN34023 - DEM-CON COMPANIES Total:					626.97
Vendor: VEN33026 - DISTINCTIVE DESIGN BUILD LLC					
DISTINCTIVE DESIGN BUILD LL	216939	08/03/2022	20220803-1	REFUND ESCROW - 7444 63RD ST S	5,495.00
DISTINCTIVE DESIGN BUILD LL	216939	08/03/2022	20220803-2	REFUND ESCROW - 6424 HARKNESS AVE S	5,495.00
Vendor VEN33026 - DISTINCTIVE DESIGN BUILD LLC Total:					10,990.00
Vendor: VEN34123 - DSM EXCAVATING CO, INC					
DSM EXCAVATING CO, INC	216940	08/03/2022	129125	OAKWOOD PARK SHELTER	1,480.00
DSM EXCAVATING CO, INC	216940	08/03/2022	129125	OAKWOOD PARK SHELTER	1,020.00
Vendor VEN34123 - DSM EXCAVATING CO, INC Total:					2,500.00
Vendor: VEN05003 - EARL F ANDERSEN, INC.					
EARL F ANDERSEN, INC.	217003	08/10/2022	130184-IN	GLACIAL VALLEY PARK OPENING SIGN	338.30
Vendor VEN05003 - EARL F ANDERSEN, INC. Total:					338.30
Vendor: VEN31722 - EDWARDS PLUMBING, INC					
EDWARDS PLUMBING, INC	216941	08/03/2022	20220719	RPZ REBUILDS/TESTING/REPLACE MENTS	1,955.00
EDWARDS PLUMBING, INC	216941	08/03/2022	20220719	RPZ REBUILDS/TESTING/REPLACE MENTS	9,685.00

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Payment Dates: 8/3/2022 - 8/11/2022

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
EDWARDS PLUMBING, INC	216941	08/03/2022	20220719	RPZ REBUILDS/TESTING/REPLACE MENTS	1,160.00
Vendor VEN31722 - EDWARDS PLUMBING, INC Total:					12,800.00
Vendor: VEN05014 - EHLERS AND ASSOCIATES INC					
EHLERS AND ASSOCIATES INC	216942	08/03/2022	91017	GENERAL TIF CONSULTING SVCS THRU 6/30/22	550.00
EHLERS AND ASSOCIATES INC	216942	08/03/2022	91018	ENDEAVOR 2022 SVCS THRU 6/30/22	375.00
EHLERS AND ASSOCIATES INC	216942	08/03/2022	91019	GENERAL CONSULTING SVCS THRU 6/30/22	137.50
EHLERS AND ASSOCIATES INC	216942	08/03/2022	91020	NORTHPOINTE INDUSTRIAL SVCS THRU 6/30/22	450.00
EHLERS AND ASSOCIATES INC	216942	08/03/2022	91021	2021 TIF Reporting Services	520.00
EHLERS AND ASSOCIATES INC	216942	08/03/2022	91021	2021 TIF Reporting Services	520.00
EHLERS AND ASSOCIATES INC	216942	08/03/2022	91021	2021 TIF Reporting Services	520.00
EHLERS AND ASSOCIATES INC	216942	08/03/2022	91021	2021 TIF Reporting Services	520.00
EHLERS AND ASSOCIATES INC	216942	08/03/2022	91021	2021 TIF Reporting Services	520.00
EHLERS AND ASSOCIATES INC	216942	08/03/2022	91021	2021 TIF Reporting Services	520.00
EHLERS AND ASSOCIATES INC	216942	08/03/2022	91021	2021 TIF Reporting Services	520.00
EHLERS AND ASSOCIATES INC	216942	08/03/2022	91021	2021 TIF Reporting Services	520.00
Vendor VEN05014 - EHLERS AND ASSOCIATES INC Total:					5,672.50
Vendor: VEN06020 - ELLIOTT AUTO SUPPLY					
ELLIOTT AUTO SUPPLY	13684	08/04/2022	74-294459	THROTTLE BODY - RETURNED	307.54
ELLIOTT AUTO SUPPLY	13684	08/04/2022	1-7808021	OIL FILTER - STOCK ITEM	4.96
ELLIOTT AUTO SUPPLY	13684	08/04/2022	1-229861	BATTERY - STOCK ITEM	154.15
ELLIOTT AUTO SUPPLY	13684	08/04/2022	1-7819698	AIR FILTER - STOCK ITEM	25.74
ELLIOTT AUTO SUPPLY	13684	08/04/2022	1-7822323	OIL FILTER - STOCK ITEM	7.92
ELLIOTT AUTO SUPPLY	13684	08/04/2022	74-295076	CREDIT INV# 74-294459 - THROTTLE BODY	-307.54
ELLIOTT AUTO SUPPLY	13744	08/11/2022	1-7825918	OUTER RADIAL AIR SEAL - 6001/34631	45.36
ELLIOTT AUTO SUPPLY	13744	08/11/2022	74-295129	HYDR & OIL FILTER - 6001/34631	17.22
Vendor VEN06020 - ELLIOTT AUTO SUPPLY Total:					255.35
Vendor: VEN05028 - EMERGENCY APPARATUS MAINTENANCE, INC.					
EMERGENCY APPARATUS MAI	13745	08/11/2022	123654	E-4 COMPRESSOR REPAIR	749.65
Vendor VEN05028 - EMERGENCY APPARATUS MAINTENANCE, INC. Total:					749.65
Vendor: VEN35697 - ESG ARCHITECTURE & DESIGN					
ESG ARCHITECTURE & DESIGN	217004	08/10/2022	41216	CONSULTING FOR HISTORICAL SERVICES JUNE 2022	650.00
Vendor VEN35697 - ESG ARCHITECTURE & DESIGN Total:					650.00
Vendor: VEN30131 - ESS BROTHERS & SONS, INC.					
ESS BROTHERS & SONS, INC.	13685	08/04/2022	CC4803	R-6150 ELECTRIC LID & FRAM	906.80
Vendor VEN30131 - ESS BROTHERS & SONS, INC. Total:					906.80
Vendor: VEN35321 - EXPERT BILLING LLC					
EXPERT BILLING LLC	13746	08/11/2022	10247	189 TRANSPORTS BILLED- JUNE 2022	5,292.00
Vendor VEN35321 - EXPERT BILLING LLC Total:					5,292.00
Vendor: VEN06140 - FASTENAL COMPANY					
FASTENAL COMPANY	13686	08/04/2022	MNT11116635	STEEL SAW BLADE - SHOP SUPPLY SS100	68.69
Vendor VEN06140 - FASTENAL COMPANY Total:					68.69
Vendor: VEN14433 - FERGUSON WATERWORKS #2518					
FERGUSON WATERWORKS #2	217005	08/10/2022	497776	BRONZE METER FLANGE KITS- WATER	2,002.30
FERGUSON WATERWORKS #2	217005	08/10/2022	497903	ADAPTER/T- HEADS/GASKETS/HYD METER -WATER	2,059.69

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FERGUSON WATERWORKS #2	217005	08/10/2022	497959	HYDRANT METER COUPLINGS -WATER	2,778.00
Vendor VEN14433 - FERGUSON WATERWORKS #2518 Total:					6,839.99
Vendor: VEN34115 - FINE SHINE EXTERIORS INC					
FINE SHINE EXTERIORS INC	216944	08/03/2022	71222	WINDOW CLEANING RIVER OAKS	96.19
FINE SHINE EXTERIORS INC	216944	08/03/2022	71222	WINDOW CLEANING RIVER OAKS	96.19
Vendor VEN34115 - FINE SHINE EXTERIORS INC Total:					192.38
Vendor: VEN34368 - FIRE LOSS MANGEMENT LLC					
FIRE LOSS MANGEMENT LLC	217006	08/10/2022	20220716	FIRE ALARM PLAN REVIEW- PINE HARBOR CHRISTIAN ACADE	100.00
Vendor VEN34368 - FIRE LOSS MANGEMENT LLC Total:					100.00
Vendor: VEN06268 - FIRE SAFETY USA, INC.					
FIRE SAFETY USA, INC.	217007	08/10/2022	161693	2.5" CAP WITH CHAIN-FIRE	67.00
Vendor VEN06268 - FIRE SAFETY USA, INC. Total:					67.00
Vendor: VEN31404 - FLEETPRIDE, INC					
FLEETPRIDE, INC	216945	08/03/2022	101092497	MUDFLAP & CARB CLNR - STOCK & SS100	55.77
Vendor VEN31404 - FLEETPRIDE, INC Total:					55.77
Vendor: VEN06072 - FRANK ZAMORA'S CONCRETE, LLC					
FRANK ZAMORA'S CONCRETE,	13687	08/04/2022	1744	CITY CURB/APRON-11735 LAYTON AVE	16,021.60
FRANK ZAMORA'S CONCRETE,	13687	08/04/2022	1745	CITY CURB/APRON/STORMWATER- 8420 INDIAN BLVD S	14,775.00
FRANK ZAMORA'S CONCRETE,	13687	08/04/2022	1747	CONCRETE FOR FITNESS EQUIPMENT	9,825.00
FRANK ZAMORA'S CONCRETE,	13687	08/04/2022	1749	SIDEWALK-JAMAICA & INDIAN/CITY CURB-8397 FOOTHILL	5,006.40
Vendor VEN06072 - FRANK ZAMORA'S CONCRETE, LLC Total:					45,628.00
Vendor: VEN14420 - GENUINE PARTS COMPANY					
GENUINE PARTS COMPANY	13688	08/04/2022	2514-002233	SPARK PLUG/DIELECT SILICONE COMP-RIVER OAKS	21.90
GENUINE PARTS COMPANY	13747	08/11/2022	2514-002844	JUMP STARTER-RIVER OAKS	191.31
GENUINE PARTS COMPANY	13747	08/11/2022	2514-004744	AIR FILTER - 6001/34631	30.31
GENUINE PARTS COMPANY	13747	08/11/2022	2514-005059	STARTER SOLENOID - 6006/34647	23.99
Vendor VEN14420 - GENUINE PARTS COMPANY Total:					267.51
Vendor: VEN35932 - GEPHART ELECTRIC CO INC					
GEPHART ELECTRIC CO INC	217008	08/10/2022	165601	WIRING SCOREBOARD FEEDS- HAMLET PARK	9,126.53
Vendor VEN35932 - GEPHART ELECTRIC CO INC Total:					9,126.53
Vendor: VEN07022 - GERLACH OUTDOOR POWER EQUIPMENT, INC.					
GERLACH OUTDOOR POWER	13689	08/04/2022	237061	BLADE DRVR, NEEDLE - 41MISC/34569	39.42
GERLACH OUTDOOR POWER	13689	08/04/2022	237167	CREDIT INV# 236802 - VBELT	-23.94
GERLACH OUTDOOR POWER	13748	08/11/2022	237321	SCREW FOR PUSH LAWN MOWER - 41MISC/34569	2.81
GERLACH OUTDOOR POWER	13748	08/11/2022	237322	KEY SWITCH - 6006/34613	31.63
GERLACH OUTDOOR POWER	13689	08/04/2022	237421	4 CYCLE OIL-PARKS	9.62
Vendor VEN07022 - GERLACH OUTDOOR POWER EQUIPMENT, INC. Total:					59.54
Vendor: VEN07007 - GERTENS					
GERTENS	216946	08/03/2022	185089/12	J TURF IRON-RIVER OAKS	259.60
GERTENS	216946	08/03/2022	7747/8	HARDWOOD MULCH	87.80
GERTENS	216946	08/03/2022	7752/8	HARDWOOD MULCH	87.80
GERTENS	216946	08/03/2022	7756/8	HARDWOOD MULCH	87.80

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GERTENS	216946	08/03/2022	7763/8	HARDWOOD MULCH	87.80
GERTENS	216946	08/03/2022	7765/8	HARDWOOD MULCH	65.85
GERTENS	216946	08/03/2022	7767/8	HARDWOOD MULCH	87.80
GERTENS	216946	08/03/2022	7769/8	HARDWOOD MULCH	65.85
GERTENS	216946	08/03/2022	7771/8	HARDWOOD MULCH	87.80
GERTENS	216946	08/03/2022	7773/8	HARDWOOD MULCH	87.80
GERTENS	216946	08/03/2022	7775/8	HARDWOOD MULCH	87.80
GERTENS	216946	08/03/2022	7792/8	BROWN MULCH	279.60
GERTENS	216946	08/03/2022	7795/8	BROWN MULCH	139.80
GERTENS	216946	08/03/2022	7799/8	BROWN MULCH	209.70
GERTENS	216946	08/03/2022	649907/6	PLANTS FOR CLUBHOUSE	163.00
GERTENS	216946	08/03/2022	187534/12	QUIKPRO BY ROUNDUP-PARK	1,287.60
GERTENS	217009	08/10/2022	187790/12	J TURF IRON-RIVER OAKS	219.70
Vendor VEN07007 - GERTENS Total:					3,393.10
Vendor: VEN31724 - GOLDCOM, INC					
GOLDCOM, INC	13749	08/11/2022	262149	2MP MINI FIXED DOME CAMERA-PD LOBBY	211.25
Vendor VEN31724 - GOLDCOM, INC Total:					211.25
Vendor: VEN07043 - GOODIN COMPANY					
GOODIN COMPANY	13690	08/04/2022	2522239-00	CLOSET PARTS KIT-ICE ARENA	59.91
GOODIN COMPANY	13690	08/04/2022	2522241-00	REPAIR KIT-ICE ARENA	33.54
Vendor VEN07043 - GOODIN COMPANY Total:					93.45
Vendor: VEN32232 - GOODYEAR COMMERCIAL TIRE & SERVICE CENTERS					
GOODYEAR COMMERCIAL TIR	217010	08/10/2022	124-1105510	TIRES - STOCK ITEM	1,365.60
Vendor VEN32232 - GOODYEAR COMMERCIAL TIRE & SERVICE CENTERS Total:					1,365.60
Vendor: VEN35858 - GPS INDUSTRIES LLC					
GPS INDUSTRIES LLC	217011	08/10/2022	CON007981	CONNECT RENTAL 8/15/22- 9/14/22	4,435.31
Vendor VEN35858 - GPS INDUSTRIES LLC Total:					4,435.31
Vendor: VEN07015 - GRAINGER					
GRAINGER	13691	08/04/2022	9372351271	V BELT-ICE ARENA	42.30
GRAINGER	13691	08/04/2022	9386912506	FLAMMABLE SAFETY CABINET -FACILITIES	1,104.03
Vendor VEN07015 - GRAINGER Total:					1,146.33
Vendor: VEN07023 - GRAPHIC DESIGN INC					
GRAPHIC DESIGN INC	13692	08/04/2022	QB43650	BUSINESS CARDS-PW & PARK	51.50
GRAPHIC DESIGN INC	13692	08/04/2022	QB43650	BUSINESS CARDS-PW & PARK	51.50
GRAPHIC DESIGN INC	13692	08/04/2022	QB44044	BUSINESS CARDS-FISCHBACH	55.00
GRAPHIC DESIGN INC	13750	08/11/2022	QB44303	JULY NEWSLETTER	5,375.37
GRAPHIC DESIGN INC	13750	08/11/2022	QB44304	BUSINESS CARDS-DREWRY	55.00
Vendor VEN07023 - GRAPHIC DESIGN INC Total:					5,588.37
Vendor: VEN13406 - GREAT LAKES COCA-COLA DISTRIBUTION, LLC					
GREAT LAKES COCA-COLA DIS	13751	08/11/2022	3610216078	BEVERAGES FOR ICE ARENA	168.30
GREAT LAKES COCA-COLA DIS	13751	08/11/2022	3610216078	BEVERAGES FOR ICE ARENA	303.37
GREAT LAKES COCA-COLA DIS	13751	08/11/2022	3610216168	BEVERAGES FOR ICE ARENA	382.96
GREAT LAKES COCA-COLA DIS	13751	08/11/2022	3610216168	BEVERAGES FOR ICE ARENA	316.16
GREAT LAKES COCA-COLA DIS	13751	08/11/2022	3610216169	RETURN CO2 TANK	-75.00
Vendor VEN13406 - GREAT LAKES COCA-COLA DISTRIBUTION, LLC Total:					1,095.79
Vendor: VEN32607 - GS SYSTEMS, INC					
GS SYSTEMS, INC	216948	08/03/2022	INV24831	2022 AUGUST AVEVA LICENSE 10/23/22-10/22/23	890.00
Vendor VEN32607 - GS SYSTEMS, INC Total:					890.00
Vendor: VEN32266 - HANCO CORPORATION					
HANCO CORPORATION	216949	08/03/2022	632139	TIRES - STOCK ITEM	115.03
Vendor VEN32266 - HANCO CORPORATION Total:					115.03
Vendor: VEN08001 - HAWKINS, INC					
HAWKINS, INC	216950	08/03/2022	6234097	CHLORINE - HYDROFLUOSILICIC ACID	3,815.98

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Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
HAWKINS, INC	216950	08/03/2022	6237874	150LB CHLORINE CYLINDERS	70.00
Vendor VEN08001 - HAWKINS, INC Total:					3,885.98
Vendor: VEN32661 - HOHENSTEINS, INC					
HOHENSTEINS, INC	216951	08/03/2022	521779	BEER FOR CLUBHOUSE	170.00
HOHENSTEINS, INC	217012	08/10/2022	524126	BEER FOR CLUBHOUSE	280.10
Vendor VEN32661 - HOHENSTEINS, INC Total:					450.10
Vendor: VEN33989 - ICE SPORTS INDUSTRY					
ICE SPORTS INDUSTRY	217013	08/10/2022	54249	PRE- ALPHA/ALPHA/BETA/GAMMA /DELTA-ISI BADGES	15.00
Vendor VEN33989 - ICE SPORTS INDUSTRY Total:					15.00
Vendor: VEN09001 - ICMA RETIREMENT TRUST-457,ROTH					
ICMA RETIREMENT TRUST-45	13752	08/11/2022	INV025027	8/11/22 MAYOR COUNCIL AUGUST	1,274.16
ICMA RETIREMENT TRUST-45	13752	08/11/2022	INV025029	8/11/22 BIWEEKLY PAYROLL 7/18/22-7/31/22	2,665.76
ICMA RETIREMENT TRUST-45	13752	08/11/2022	INV025030	8/11/22 BIWEEKLY PAYROLL 7/18/22-7/31/22	8,605.65
ICMA RETIREMENT TRUST-45	13752	08/11/2022	INV025031	8/11/22 BIWEEKLY PAYROLL 7/18/22-7/31/22	1,203.05
Vendor VEN09001 - ICMA RETIREMENT TRUST-457,ROTH Total:					13,748.62
Vendor: VEN31155 - INDIANHEAD GLASS, INC					
INDIANHEAD GLASS, INC	217014	08/10/2022	I30012380	GLASS DOOR REPAIR-RIVER OAKS	1,073.65
Vendor VEN31155 - INDIANHEAD GLASS, INC Total:					1,073.65
Vendor: VEN09005 - INTERNATIONAL UNION OF OPERATING ENGIN.					
INTERNATIONAL UNION OF O	13753	08/11/2022	INV025034	8/11/22 BIWEEKLY PAYROLL 7/18/22-7/31/22	1,225.00
Vendor VEN09005 - INTERNATIONAL UNION OF OPERATING ENGIN. Total:					1,225.00
Vendor: VEN09024 - INVER GROVE FORD					
INVER GROVE FORD	13693	08/04/2022	5317756	VALVE ASSMBLY, IGNITION BOOTS - STOCK ITEM	72.67
INVER GROVE FORD	13693	08/04/2022	6370810	PREVENTATIVE MAINTENANCE - 1002/34598	64.62
INVER GROVE FORD	13693	08/04/2022	5317816	BRK ROTORS - STOCK ITEM	91.98
INVER GROVE FORD	13693	08/04/2022	5317821	BRK ROTORS - STOCK ITEM	91.98
INVER GROVE FORD	13693	08/04/2022	5317895	BRK ROTORS, BRK PADS - STOCK ITEM	451.06
INVER GROVE FORD	13693	08/04/2022	5317996	RADIATOR CAP - STOCK ITEM	6.43
INVER GROVE FORD	13693	08/04/2022	6371052	COOLING SYSTEM REPAIRS, CK FRNT AXLE - 1951/34620	140.99
INVER GROVE FORD	13754	08/11/2022	6371266	FRNT AXLE RPR & BRK PADS & ROTORS-2155/34609	582.54
INVER GROVE FORD	13754	08/11/2022	5318317	RADIATOR CAP, WIPERS - STOCK ITEM	117.36
INVER GROVE FORD	13754	08/11/2022	5318376	SEAT BELT BUCKLE - 1845/34663	91.93
Vendor VEN09024 - INVER GROVE FORD Total:					1,711.56
Vendor: VEN35630 - JAYTECH INC					
JAYTECH INC	217015	08/10/2022	221204	BELLACIDE 355-05/JUSTEQ 07 -05-ICE ARENA	1,448.43
Vendor VEN35630 - JAYTECH INC Total:					1,448.43
Vendor: VEN10080 - JEFFERSON FIRE & SAFETY INC					
JEFFERSON FIRE & SAFETY INC	13694	08/04/2022	IN142295	HONEYWELL TURN OUT GEAR - COATS	7,603.40
JEFFERSON FIRE & SAFETY INC	13694	08/04/2022	IN142295	HONEYWELL TURN OUT GEAR - PANTS	5,191.20
Vendor VEN10080 - JEFFERSON FIRE & SAFETY INC Total:					12,794.60
Vendor: VEN10068 - JOHNSON BROTHERS LIQUOR CO.					
JOHNSON BROTHERS LIQUOR	216952	08/03/2022	2094463	ALCOHOL FOR CLUBHOUSE	1,312.50

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JOHNSON BROTHERS LIQUOR	217016	08/10/2022	2096644	ALCOHOL FOR CLUBHOUSE	545.29
Vendor VEN10068 - JOHNSON BROTHERS LIQUOR CO. Total:					1,857.79
Vendor: VEN31197 - JT SERVICES OF MINNESOTA					
JT SERVICES OF MINNESOTA	13695	08/04/2022	JT22-186-08	STREETLIGHTS - HINTON WOODS 2ND	3,100.00
JT SERVICES OF MINNESOTA	13695	08/04/2022	JT22-192-09	100/250 WATT MOGUL BASE HIGH PRESSURE SODIUM LAMPS	3,045.00
JT SERVICES OF MINNESOTA	13755	08/11/2022	JT22-194-04	100 HPS MOGUL BASE LAMP-STREETLIGHTS	1,486.80
Vendor VEN31197 - JT SERVICES OF MINNESOTA Total:					7,631.80
Vendor: VEN11002 - KENNEDY AND GRAVEN					
KENNEDY AND GRAVEN	217017	08/10/2022	168533	TIF DISTRICT 1-20 NORTHPOINTE INDUSTRIAL	185.50
Vendor VEN11002 - KENNEDY AND GRAVEN Total:					185.50
Vendor: VEN31873 - KOENIG & SONS EQUIPMENT, INC					
KOENIG & SONS EQUIPMENT,	216953	08/03/2022	10023	RPL CYLINDER ON PACKER - 6003/34519	6,436.69
Vendor VEN31873 - KOENIG & SONS EQUIPMENT, INC Total:					6,436.69
Vendor: VEN31717 - KRAFT CONTRACTING & MECHANICAL LLC					
KRAFT CONTRACTING & MEC	13696	08/04/2022	26283	REPAIR CU#2 NOT COOLING - CITY HALL	1,107.51
KRAFT CONTRACTING & MEC	13696	08/04/2022	26286	RESET BASEMENT SERVER ROOM UNIT #2 - CITY HALL	901.90
Vendor VEN31717 - KRAFT CONTRACTING & MECHANICAL LLC Total:					2,009.41
Vendor: VEN35930 - KRISTIN BEST					
KRISTIN BEST	216954	08/03/2022	20220803	REIMBURSE PLANTS FOR CLUBHOUSE	87.86
Vendor VEN35930 - KRISTIN BEST Total:					87.86
Vendor: VEN35046 - K-SUN CORPORATION					
K-SUN CORPORATION	13756	08/11/2022	SINV0038049	LABELING TAPE - SHOP SUPPLIES	266.63
Vendor VEN35046 - K-SUN CORPORATION Total:					266.63
Vendor: VEN31389 - LAW ENFORCEMENT LABOR SERVICES, INC					
LAW ENFORCEMENT LABOR S	13757	08/11/2022	INV025036	8/11/22 BIWEEKLY PAYROLL 7/18/22-7/31/22	455.00
Vendor VEN31389 - LAW ENFORCEMENT LABOR SERVICES, INC Total:					455.00
Vendor: VEN12339 - LEAGUE OF MINNESOTA CITIES					
LEAGUE OF MINNESOTA CITIE	216955	08/03/2022	365201	2022 CLERKS ACADEMY-ANDERSON	249.00
Vendor VEN12339 - LEAGUE OF MINNESOTA CITIES Total:					249.00
Vendor: VEN35668 - LRS PORTABLES LLC					
LRS PORTABLES LLC	217018	08/10/2022	MP206232	TOILET RENTAL - OAKWOOD PARK	80.00
LRS PORTABLES LLC	217018	08/10/2022	MP206233	TOILET RENTAL - WAG FARMS DOG PARK	60.00
LRS PORTABLES LLC	217018	08/10/2022	MP206234	TOILET RENTAL - RIVER OAKS	120.00
LRS PORTABLES LLC	217018	08/10/2022	MP206235	TOILET RENTAL - HAMLET PAR	305.00
LRS PORTABLES LLC	217018	08/10/2022	MP206236	TOILET RENTAL - HIGHLANDS PARK	125.00
LRS PORTABLES LLC	217018	08/10/2022	MP206237	TOILET RENTAL - KINGSTON PARK	285.00
LRS PORTABLES LLC	217018	08/10/2022	MP206238	TOILET RENTAL - WOODRIDGE PARK	185.00
LRS PORTABLES LLC	217018	08/10/2022	MP206239	TOILET RENTAL - GREY CLOUD ISLAND	60.00
LRS PORTABLES LLC	217018	08/10/2022	MP206240	TOILET RENTAL - PINE GLEN	60.00
LRS PORTABLES LLC	217018	08/10/2022	MP206241	TOILET RENTAL - PINE HILL SCHOOL	60.00
LRS PORTABLES LLC	217018	08/10/2022	MP206242	TOILET RENTAL - BELDEN PAR	60.00

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LRS PORTABLES LLC	217018	08/10/2022	MP206243	TOILET RENTAL - HEARTHSIDE PARK	60.00
LRS PORTABLES LLC	217018	08/10/2022	MP206244	TOILET RENTAL - HILLSIDE SCHOOL	120.00
LRS PORTABLES LLC	217018	08/10/2022	MP206245	TOILET RENTAL - WEST DRAW PARK	120.00
LRS PORTABLES LLC	217018	08/10/2022	MP206246	TOILET RENTAL - PETER THOMPSON PARK	60.00
LRS PORTABLES LLC	217018	08/10/2022	MP206247	TOILET RENTAL - COTTAGE GROVE ELEMENTARY	60.00
LRS PORTABLES LLC	217018	08/10/2022	MP206248	TOILET RENTAL - PINE TREE VALLEY PARK	60.00
LRS PORTABLES LLC	217018	08/10/2022	MP206249	TOILET RENTAL - GREY CLOUD ELEM SCHOOL	245.00
LRS PORTABLES LLC	217018	08/10/2022	MP206250	TOILET RENTAL - GREY CLOUD MIDDLE SCHOOL	245.00
LRS PORTABLES LLC	217018	08/10/2022	MP206251	TOILET RENTAL - LAMAR PARK	327.14
LRS PORTABLES LLC	217018	08/10/2022	MP206252	TOILET RENTAL - OLD COTTAGE GROVE PARK	60.00
LRS PORTABLES LLC	217018	08/10/2022	MP206253	TOILET RENTAL - ARBOR MEADOWS PARK	60.00
LRS PORTABLES LLC	217018	08/10/2022	MP206254	TOILET RENTAL - ARMSTRONG SCHOOL	60.00
LRS PORTABLES LLC	217018	08/10/2022	MP206255	TOILET RENTAL - PINE COULEE PARK	60.00
LRS PORTABLES LLC	217018	08/10/2022	MP206256	TOILET RENTAL - PUBLIC WORKS	60.00
LRS PORTABLES LLC	217018	08/10/2022	MP206258	TOILET RENTAL - GRANADA PARK	60.00
LRS PORTABLES LLC	217018	08/10/2022	MP206259	TOILET RENTAL - KINGSTON PARK	180.00
LRS PORTABLES LLC	217018	08/10/2022	MP206260	TOILET RENTAL - NAFA NATIONALS/LAMAR PARK	300.00
LRS PORTABLES LLC	217018	08/10/2022	MP206261	TOILET RENTAL - NAFA/COTTAGE GROVE MIDDLE SCHOOL	285.00
LRS PORTABLES LLC	217018	08/10/2022	MP206262	TOILET RENTAL - NAFA NATION/GREY CLOUD ELEM SCHOOL	1,615.00
LRS PORTABLES LLC	217018	08/10/2022	MP206263	TOILET RENTAL - HIGHLANDS PARK	60.00
LRS PORTABLES LLC	217018	08/10/2022	MP206264	TOILET RENTAL - OLTMAN MIDDLE SCHOOL	120.00
LRS PORTABLES LLC	217018	08/10/2022	MP206265	TOILET RENTAL - NAFA NATION/OLD COTTAGE GROVE PARK	210.00
LRS PORTABLES LLC	217018	08/10/2022	MP206266	TOILET RENTAL - HAMLET PARK SOUTH	60.00
LRS PORTABLES LLC	217018	08/10/2022	MP206267	TOILET RENTAL - PINE TREE POND PARK	60.00
LRS PORTABLES LLC	217018	08/10/2022	MP206268	TOILET RENTAL - TREE TRUST PROJECT	60.00
LRS PORTABLES LLC	217018	08/10/2022	MP206269	TOILET RENTAL - PARK HIGH SCHOOL	60.00
LRS PORTABLES LLC	217018	08/10/2022	MP206271	TOILET RENTAL - BASEBALL TOURNAMENT/HAMLET PARK	300.00
				Vendor VEN35668 - LRS PORTABLES LLC Total:	6,367.14

Vendor: VEN32230 - MANSFIELD OIL COMPANY

MANSFIELD OIL COMPANY	13697	08/04/2022	23450251	3,600 GAL UNLEADED GASOLINE	10,319.50
MANSFIELD OIL COMPANY	13697	08/04/2022	23450261	1,000 GAL DYED DIESEL	4,488.61
MANSFIELD OIL COMPANY	13758	08/11/2022	23469295	2,210 GAL UNLEADED GASOLINE	6,489.73

Vendor VEN32230 - MANSFIELD OIL COMPANY Total: 21,297.84

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Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN34894 - MCMASTER-CARR SUPPLY COMPANY					
MCMASTER-CARR SUPPLY CO	217022	08/10/2022	81828117	WORKBENCH FOR SHOP	1,415.30
MCMASTER-CARR SUPPLY CO	217022	08/10/2022	82411294	BLOWGUN & AIR CHUCK CONNECTOR - SHOP TOOLS	62.32
Vendor VEN34894 - MCMASTER-CARR SUPPLY COMPANY Total:					1,477.62
Vendor: VEN35935 - MELENIE RICHARDS					
MELENIE RICHARDS	217023	08/10/2022	20220810	REFUND UB ACCT# 800043785 - 9112 78TH ST CT	104.51
Vendor VEN35935 - MELENIE RICHARDS Total:					104.51
Vendor: VEN13410 - MENARDS					
MENARDS	13698	08/04/2022	56039	IMPACT SOCKET/WRENCH/HAMMER- WATER	88.65
MENARDS	13759	08/11/2022	56777	SEF 4 CYCLE FUEL GAL-PARKS	39.92
MENARDS	13698	08/04/2022	57146	ANGLE BROOM/DUST PAN & BRUSH-CITY HALL	18.95
MENARDS	13698	08/04/2022	57202	WASTEBASKET/OUTLET-PARKS	58.13
MENARDS	13698	08/04/2022	57216	STRIPING PAINT/ROLLER COVER/PAINT TRAY-PARKS	34.96
MENARDS	13698	08/04/2022	57259	WASHER/BOLT/NUT/GREEN TREATED LUMBER-PARKS	229.74
MENARDS	13698	08/04/2022	57279-2022	AA/AAA/3V BATTERIES-PD	90.49
MENARDS	13698	08/04/2022	57311	CLOTH/CABLE TIES/WASP & HORNET SPRAY-PARKS	71.40
MENARDS	13698	08/04/2022	57320	WASP & HORNET SPRAY-PARK	27.40
MENARDS	13698	08/04/2022	57413	VELCRO STRAPS-FIRE	28.09
MENARDS	13759	08/11/2022	57525	FACILITIES MAINTENANCE TOOLS & SUPPLIES	466.10
MENARDS	13759	08/11/2022	57540	PREEN-PARKS	71.94
MENARDS	13759	08/11/2022	57573	PLEATED FILTER/SCREWS/TAPE-PW	55.42
MENARDS	13759	08/11/2022	57574	NITRILE GLOVES/WHEEL COVER/IMPACT SOCKET- STREETS	150.67
MENARDS	13759	08/11/2022	57581-2022	FORESTRY HELMET/KNEE PAD/MASON LINE-STREETS	87.08
MENARDS	13759	08/11/2022	57584	4X10 SOLID CORE PVC PIPE- RIVER OAKS	52.96
MENARDS	13759	08/11/2022	57589	CABLE TIES-PD	8.79
MENARDS	13759	08/11/2022	57609	COMPACT DRILL KIT-FORESTR	129.00
MENARDS	13759	08/11/2022	57677	WHEELBARROW HANGER/HOSE ADAPTERS/BATTERIES-HERO	66.53
MENARDS	13759	08/11/2022	57686-2022	CLEANING SUPPLIES-PARKS	33.86
MENARDS	13759	08/11/2022	57716	AIR FRESHNERS-PARKS	14.35
MENARDS	13759	08/11/2022	57877	VINYL GLOVES-FORESTRY	13.99
MENARDS	13759	08/11/2022	57879	PAINT ROLLER COVER/PAINT TRAY-PARKS	11.96
MENARDS	13759	08/11/2022	57899	FUEL PREMIX/4 CYCLE GAS- FIRE	41.88
MENARDS	13759	08/11/2022	57909	LIQUID NAILS/SPLINE ROLLER/NOTEBOOK-HERO	18.96
MENARDS	13698	08/04/2022	58339-2022	TEFLON TAPE & STORAGE BOX	17.62
MENARDS	13698	08/04/2022	46585-2022	CREDIT INV# 46585-2021 - OVERPAYMENT/UNUSED CREDIT	-10.00
Vendor VEN13410 - MENARDS Total:					1,918.84
Vendor: VEN13461 - METRO SALES INCORPORATED					
METRO SALES INCORPORATE	13761	08/11/2022	INV2087434	PSCH RICOH COPIER USAGE 6/4/22-7/3/22	1,261.14
METRO SALES INCORPORATE	13761	08/11/2022	INV2087434	PD RICOH COPIER USAGE 6/4/22-7/3/22	662.12

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Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
METRO SALES INCORPORATE	13761	08/11/2022	INV2087434	FIRE RICOH COPIER USAGE 6/4/22-7/3/22	235.10
METRO SALES INCORPORATE	13761	08/11/2022	INV2087434	PW RICOH COPIER USAGE 6/4/22-7/3/22	745.34
METRO SALES INCORPORATE	13761	08/11/2022	INV2087434	REC RICOH COPIER USAGE 6/4/22-7/3/22	77.59
METRO SALES INCORPORATE	13761	08/11/2022	INV2087434	ICE RICOH COPIER USAGE 6/4/22-7/3/22	75.70
METRO SALES INCORPORATE	13761	08/11/2022	INV2087434	GOLF RICOH COPIER USAGE 6/4/22-7/3/22	145.14
METRO SALES INCORPORATE	13761	08/11/2022	INV2087434	HERO CENTER RICOH COPIER USAGE 6/4/22-7/3/22	322.31
Vendor VEN13461 - METRO SALES INCORPORATED Total:					3,524.44
Vendor: VEN13429 - MEYER SEWER SERVICE					
MEYER SEWER SERVICE	216956	08/03/2022	73788	PUMPED MAINT BLDG HOLDING TANK	225.00
Vendor VEN13429 - MEYER SEWER SERVICE Total:					225.00
Vendor: VEN13413 - MIDWEST FENCE & MFG CO					
MIDWEST FENCE & MFG CO	13699	08/04/2022	188776	BAG OF TIE WIRES-PARKS	52.80
Vendor VEN13413 - MIDWEST FENCE & MFG CO Total:					52.80
Vendor: VEN35927 - MIDWEST MOTOR SUPPLY CO INC					
MIDWEST MOTOR SUPPLY CO	216957	08/03/2022	100113630	GRINDING WHEELS & ELECTRICAL CONNECTORS- RIVER OAKS	110.54
Vendor VEN35927 - MIDWEST MOTOR SUPPLY CO INC Total:					110.54
Vendor: VEN35690 - MINNESOTA AG POWER INC					
MINNESOTA AG POWER INC	13762	08/11/2022	9208612	SWEATBAND FOR PROMARK HELMET-FORESTRY	79.90
MINNESOTA AG POWER INC	13700	08/04/2022	9232561	SAW CHAIN/WOODCUTTER BAR OIL-RIVER OAKS	99.26
MINNESOTA AG POWER INC	13762	08/11/2022	9243878	TINE-RIVER OAKS	434.77
MINNESOTA AG POWER INC	13762	08/11/2022	9243880	CABLE-RIVER OAKS	106.92
MINNESOTA AG POWER INC	13762	08/11/2022	9243882	SPACER-RIVER OAKS	37.32
MINNESOTA AG POWER INC	13762	08/11/2022	9246701	TINE-RIVER OAKS	249.66
MINNESOTA AG POWER INC	13700	08/04/2022	9256451	STARTER COVER FOR BKPK BLWR - 41MISC/34621	63.07
MINNESOTA AG POWER INC	13762	08/11/2022	9262750	BRUSHES - 8403/34653	2,285.00
Vendor VEN35690 - MINNESOTA AG POWER INC Total:					3,355.90
Vendor: VEN30384 - MINNESOTA GLOVE INC					
MINNESOTA GLOVE INC	13701	08/04/2022	335784	UNIFORM - MOEN	99.96
MINNESOTA GLOVE INC	13701	08/04/2022	336214	UNIFORM - WALDO	259.93
Vendor VEN30384 - MINNESOTA GLOVE INC Total:					359.89
Vendor: VEN13473 - MN CHILD SUPPORT CENTER					
MN CHILD SUPPORT CENTER	217024	08/10/2022	INV025038	8/11/22 BIWEEKLY PAYROLL 7/18/22-7/31/22	54.44
Vendor VEN13473 - MN CHILD SUPPORT CENTER Total:					54.44
Vendor: VEN33108 - MN DEPT OF EMPLOYMENT & ECONOMIC DEVELOPMENT					
MN DEPT OF EMPLOYMENT &	13702	08/04/2022	20220803	AUG AMERICAN LOGISTICS GRANT #CDAP-15-0006-H-FY1	1,486.20
Vendor VEN33108 - MN DEPT OF EMPLOYMENT & ECONOMIC DEVELOPMENT Total:					1,486.20
Vendor: VEN03446 - MN DEPT OF TRANSPORTATION					
MN DEPT OF TRANSPORTATIO	216958	08/03/2022	P00015474	BITUMINOUS PLANT INSPECTION-2022 MILL & OVERLAY	307.59
MN DEPT OF TRANSPORTATIO	216958	08/03/2022	P00015474	BITUMINOUS PLANT INSPECTION-2022 MILL & OVERLAY	21.83
MN DEPT OF TRANSPORTATIO	216958	08/03/2022	P00015474	BITUMINOUS PLANT INSPECTION-SETTLERS BLUFF 2ND	31.53

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Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
MN DEPT OF TRANSPORTATIO	216958	08/03/2022	P00015474	BITUMINOUS PLANT INSPECTION-CARDINAL RESERVE	42.44
MN DEPT OF TRANSPORTATIO	216958	08/03/2022	P00015474	BITUMINOUS PLANT INSPECTION-HINTON WOODS	72.76
MN DEPT OF TRANSPORTATIO	216958	08/03/2022	P00015474	BITUMINOUS PLANT INSPECTION-SETTLERS BLUFF 2ND	162.93
MN DEPT OF TRANSPORTATIO	216958	08/03/2022	P00015474	BITUMINOUS PLANT INSPECTION-CARDINAL RESERVE	301.51
MN DEPT OF TRANSPORTATIO	216958	08/03/2022	P00015474	BITUMINOUS PLANT INSPECTION-HINTON WOODS	325.64
MN DEPT OF TRANSPORTATIO	217025	08/10/2022	P00015537	BITUMINOUS PLANT INSPECTION-SETTLER'S BLUFF 2ND	63.90
Vendor VEN03446 - MN DEPT OF TRANSPORTATION Total:					1,330.13
Vendor: VEN32514 - MODERN AUTOMOTIVE					
MODERN AUTOMOTIVE	217026	08/10/2022	20220810	PAY AS YOU GO TIF PAYMENT PER AGREEMENT 8/10/22	4,041.62
Vendor VEN32514 - MODERN AUTOMOTIVE Total:					4,041.62
Vendor: VEN33184 - MOR GOLF AND UTILITY, INC					
MOR GOLF AND UTILITY, INC	13703	08/04/2022	33385	ASM VOLTAGE REGULATOR-RIVER OAKS	500.36
Vendor VEN33184 - MOR GOLF AND UTILITY, INC Total:					500.36
Vendor: VEN13463 - MTI DISTRIBUTING CO.					
MTI DISTRIBUTING CO.	13704	08/04/2022	1352776-00	DRAIN PLUG/GASKET-RIVER OAKS	30.06
MTI DISTRIBUTING CO.	13704	08/04/2022	1352907-00	2" COMPRESSION COUPLING-RIVER OAKS	143.05
MTI DISTRIBUTING CO.	13704	08/04/2022	1352725-00	SUCTION TUBE ASM-RIVER OAKS	216.96
MTI DISTRIBUTING CO.	13704	08/04/2022	1353411-00	LH TIE ROD ASM-RIVER OAKS	97.85
MTI DISTRIBUTING CO.	13763	08/11/2022	1354158-00	400 HOUR MVP FILTER KIT	192.26
MTI DISTRIBUTING CO.	13763	08/11/2022	1354571-00	BLADE COMINATION/WHEEL ASM/INNER TUBE-RIVER OAK	371.43
MTI DISTRIBUTING CO.	13763	08/11/2022	1354571-01	RIM WHEEL HALF-RIVER OAKS	55.44
MTI DISTRIBUTING CO.	13763	08/11/2022	1355956-00	CREDIT INV# 1354158-00 - 400 MVP KIT FOR PW00485	-65.26
Vendor VEN13463 - MTI DISTRIBUTING CO. Total:					1,041.79
Vendor: VEN13465 - MUNICIPAL CLERKS & FINANCE OFFICERS ASSO					
MUNICIPAL CLERKS & FINANC	217027	08/10/2022	20220810	LIQUOR LICENSING/CITY COUNCIL MEMBER ORIENTATION	20.00
Vendor VEN13465 - MUNICIPAL CLERKS & FINANCE OFFICERS ASSO Total:					20.00
Vendor: VEN13358 - MUNICIPAL EMERGENCY SERVICES, INC					
MUNICIPAL EMERGENCY SER	13705	08/04/2022	IN1736554	CALIBRATION GAS	312.58
Vendor VEN13358 - MUNICIPAL EMERGENCY SERVICES, INC Total:					312.58
Vendor: VEN32365 - NEOCERTIFIED, LLC					
NEOCERTIFIED, LLC	217028	08/10/2022	30824	ADDITIONAL USER LICENSE FOR EMAIL ENCRYPTION	99.00
Vendor VEN32365 - NEOCERTIFIED, LLC Total:					99.00
Vendor: VEN14453 - NIKE USA, INC.					
NIKE USA, INC.	216959	08/03/2022	9651524333	PROSHOP MERCHANDISE	58.65
Vendor VEN14453 - NIKE USA, INC. Total:					58.65
Vendor: VEN35424 - NORBY GOLF COURSE DESIGN INC					
NORBY GOLF COURSE DESIGN	216960	08/03/2022	22-21	GOLF COURSE ARCHITECTURAL SVCS 2/22/2	68,240.00
Vendor VEN35424 - NORBY GOLF COURSE DESIGN INC Total:					68,240.00

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Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN14455 - NORTHERN SAFETY CO INC					
NORTHERN SAFETY CO INC	13706	08/04/2022	904876804	PROTECTIVE JUMPSUITS-FLEE	264.50
Vendor VEN14455 - NORTHERN SAFETY CO INC Total:					264.50
Vendor: VEN15402 - OFFICE OF MN IT SERVICES					
OFFICE OF MN IT SERVICES	217029	08/10/2022	W22060560	JUNE 2022 VOICE SERVICES	172.20
Vendor VEN15402 - OFFICE OF MN IT SERVICES Total:					172.20
Vendor: VEN30656 - OMG MIDWEST INC					
OMG MIDWEST INC	13675	08/04/2022	20220624	PYMT 2/FINAL-SUMMERS LANDING 2ND 11/24/20- 12/6/21	15,017.35
Vendor VEN30656 - OMG MIDWEST INC Total:					15,017.35
Vendor: VEN15362 - OPUS21 MANAGEMENT SOLUTIONS					
OPUS21 MANAGEMENT SOLU	13764	08/11/2022	220657	UB CALL CENTER SUPPORT SERVICES JUNE 2022	295.49
OPUS21 MANAGEMENT SOLU	13764	08/11/2022	220657	UB POSTAGE SERVICES JUNE 2022	472.45
OPUS21 MANAGEMENT SOLU	13764	08/11/2022	220657	UB HOSTING SERVICES JUNE 2022	910.00
OPUS21 MANAGEMENT SOLU	13764	08/11/2022	220657	UB BILL PRINT SERVICES JUNE 2022	291.30
OPUS21 MANAGEMENT SOLU	13764	08/11/2022	220657	UB CALL CENTER SUPPORT SERVICES JUNE 2022	1,182.00
OPUS21 MANAGEMENT SOLU	13764	08/11/2022	220657	UB POSTAGE SERVICES JUNE 2022	1,893.00
OPUS21 MANAGEMENT SOLU	13764	08/11/2022	220657	UB HOSTING SERVICES JUNE 2022	3,641.00
OPUS21 MANAGEMENT SOLU	13764	08/11/2022	220657	UB BILL PRINT SERVICES JUNE 2022	1,166.00
OPUS21 MANAGEMENT SOLU	13764	08/11/2022	220657	UB CALL CENTER SUPPORT SERVICES JUNE 2022	1,182.00
OPUS21 MANAGEMENT SOLU	13764	08/11/2022	220657	UB POSTAGE SERVICES JUNE 2022	1,893.00
OPUS21 MANAGEMENT SOLU	13764	08/11/2022	220657	UB HOSTING SERVICES JUNE 2022	3,641.00
OPUS21 MANAGEMENT SOLU	13764	08/11/2022	220657	UB BILL PRINT SERVICES JUNE 2022	1,166.00
OPUS21 MANAGEMENT SOLU	13764	08/11/2022	220657	UB CALL CENTER SUPPORT SERVICES JUNE 2022	296.00
OPUS21 MANAGEMENT SOLU	13764	08/11/2022	220657	UB POSTAGE SERVICES JUNE 2022	473.00
OPUS21 MANAGEMENT SOLU	13764	08/11/2022	220657	UB HOSTING SERVICES JUNE 2022	910.48
OPUS21 MANAGEMENT SOLU	13764	08/11/2022	220657	UB BILL PRINT SERVICES JUNE 2022	291.00
Vendor VEN15362 - OPUS21 MANAGEMENT SOLUTIONS Total:					19,703.72
Vendor: VEN30439 - O'REILLY AUTO PARTS					
O'REILLY AUTO PARTS	216961	08/03/2022	3266-443605	SEALANT - RENTAL 4100/3459	16.99
O'REILLY AUTO PARTS	216961	08/03/2022	3266-443671	OIL FILTER, BRAKE FLUID - STOCK & SS100	39.86
O'REILLY AUTO PARTS	216961	08/03/2022	3266-443762	CAB FILTER - 1508/34625	13.19
O'REILLY AUTO PARTS	216961	08/03/2022	3266-443770	CREDIT INV# 3266-439362 - FILTER WAS DENTED	-4.50
O'REILLY AUTO PARTS	216961	08/03/2022	1544-383761	CREDIT INV# 3266-444185 - ALTERNATOR	-100.55
O'REILLY AUTO PARTS	216961	08/03/2022	1544-383762	ALTERNATOR - 4201/34619	100.55
O'REILLY AUTO PARTS	216961	08/03/2022	3266-444185	ALTERNATOR - 4201/34619	100.55
O'REILLY AUTO PARTS	217030	08/10/2022	3266-444206	ALTERNATOR - 4201/34619	126.24
O'REILLY AUTO PARTS	216961	08/03/2022	3266-444218	OIL & OIL FILTERS - STOCK ITE	68.94
O'REILLY AUTO PARTS	217030	08/10/2022	3266-444317	MANIFOLD,EXHST PIPE,GSKT - 2002/34655 & 2003/34656	81.94
O'REILLY AUTO PARTS	217030	08/10/2022	3266-444325	TEMP GAUGE - 2002/34655	21.99

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Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
O'REILLY AUTO PARTS	216961	08/03/2022	3266-444339	APPLICATOR BRUSHES - SHOP SUPPLY	43.18
O'REILLY AUTO PARTS	217030	08/10/2022	3266-444599	HYD FILTER - 8402/34643	38.06
O'REILLY AUTO PARTS	217030	08/10/2022	3266-445244	JB WELD - SHOP SUPPLY SS10	8.49
O'REILLY AUTO PARTS	217030	08/10/2022	3266-445404	BATTERY - 2238/34658	161.98
O'REILLY AUTO PARTS	217030	08/10/2022	3266-445413	OIL FLTR - 8506/34665	5.29
Vendor VEN30439 - O'REILLY AUTO PARTS Total:					722.20
Vendor: VEN35931 - OURAY SPORTSWEAR LLC					
OURAY SPORTSWEAR LLC	216962	08/03/2022	ARINV-345215	PROSHOP MERCHANDISE	811.20
Vendor VEN35931 - OURAY SPORTSWEAR LLC Total:					811.20
Vendor: VEN31236 - OXYGEN SERVICE COMPANY, INC					
OXYGEN SERVICE COMPANY, I	217031	08/10/2022	8552977	ACETYLENE, OXYGEN & TANK HOLDER - 60MISC/34654	137.08
OXYGEN SERVICE COMPANY, I	217031	08/10/2022	3528488	SMALL & MED CYLINDER RENTAL	99.47
Vendor VEN31236 - OXYGEN SERVICE COMPANY, INC Total:					236.55
Vendor: VEN32465 - P & W GOLF SUPPLY, LLC					
P & W GOLF SUPPLY, LLC	13766	08/11/2022	INV97879	TIE ROD-RIVER OAKS	155.09
Vendor VEN32465 - P & W GOLF SUPPLY, LLC Total:					155.09
Vendor: VEN16140 - PARK GROVE ELECTRIC INC					
PARK GROVE ELECTRIC INC	216963	08/03/2022	54653	INSTALL 2 OUTLETS FOR MONITORS - PD	505.00
PARK GROVE ELECTRIC INC	217032	08/10/2022	54665	WELL 9 - SERVICE CALL/CHECK OUT BREAKER	95.00
Vendor VEN16140 - PARK GROVE ELECTRIC INC Total:					600.00
Vendor: VEN35773 - PERFORMANCE FOOD GROUP INC					
PERFORMANCE FOOD GROUP	216964	08/03/2022	228067	FOOD/SUPPLIES FOR CLUBHOUSE	66.70
PERFORMANCE FOOD GROUP	216964	08/03/2022	228067	FOOD/SUPPLIES FOR CLUBHOUSE	906.29
PERFORMANCE FOOD GROUP	216964	08/03/2022	232660	FOOD/SUPPLIES FOR CLUBHOUSE	279.47
PERFORMANCE FOOD GROUP	216964	08/03/2022	232660	FOOD/SUPPLIES FOR CLUBHOUSE	1,915.44
PERFORMANCE FOOD GROUP	217033	08/10/2022	237419	FOOD/SUPPLIES FOR CLUBHOUSE	129.97
PERFORMANCE FOOD GROUP	217033	08/10/2022	237419	FOOD/SUPPLIES FOR CLUBHOUSE	1,780.58
PERFORMANCE FOOD GROUP	217033	08/10/2022	239286	FOOD/SUPPLIES FOR CLUBHOUSE	36.59
PERFORMANCE FOOD GROUP	217033	08/10/2022	239286	FOOD/SUPPLIES FOR CLUBHOUSE	28.19
PERFORMANCE FOOD GROUP	217033	08/10/2022	242455	FOOD/SUPPLIES FOR CLUBHOUSE	107.93
PERFORMANCE FOOD GROUP	217033	08/10/2022	242455	FOOD/SUPPLIES FOR CLUBHOUSE	1,561.47
Vendor VEN35773 - PERFORMANCE FOOD GROUP INC Total:					6,812.63
Vendor: VEN34122 - PERFORMANCE PLUS, LLC					
PERFORMANCE PLUS, LLC	13707	08/04/2022	122909	PRE-EMPLOYMENT TESTING	328.00
PERFORMANCE PLUS, LLC	13707	08/04/2022	122912	PRE-EMPLOYMENT TESTING	424.00
Vendor VEN34122 - PERFORMANCE PLUS, LLC Total:					752.00
Vendor: VEN30945 - PHS/COTTAGE GROVE, INC					
PHS/COTTAGE GROVE, INC	13767	08/11/2022	20220810	LIMITED TAXABLE TAX INCREMENT NOTE 2017A	115,739.35
Vendor VEN30945 - PHS/COTTAGE GROVE, INC Total:					115,739.35
Vendor: VEN34149 - PIONEER MANUFACTURING COMPANY					
PIONEER MANUFACTURING C	13708	08/04/2022	INV844515	STARLINE UF GPS YELLOW-PARKS	55.58
Vendor VEN34149 - PIONEER MANUFACTURING COMPANY Total:					55.58

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Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN16192 - PLUNKETT'S PEST CONTROL, INC					
PLUNKETT'S PEST CONTROL, I	217034	08/10/2022	7610991	JULY PEST CONTROL - LAMAR CONCESSION STAND	57.37
PLUNKETT'S PEST CONTROL, I	217034	08/10/2022	7614226	JULY PEST CONTROL - FIRE #2	98.43
PLUNKETT'S PEST CONTROL, I	217034	08/10/2022	7629877	JULY PEST CONTROL - CITY HALL	172.10
PLUNKETT'S PEST CONTROL, I	217034	08/10/2022	7630739	JULY PEST CONTROL - HERO CENTER	90.00
PLUNKETT'S PEST CONTROL, I	217034	08/10/2022	7648582	JULY PEST CONTROL - PUBLIC WORKS	89.62
PLUNKETT'S PEST CONTROL, I	217034	08/10/2022	7648599	JULY PEST CONTROL - FIRE #4	75.93
PLUNKETT'S PEST CONTROL, I	217034	08/10/2022	7634571	JULY PEST CONTROL - RIVER OAKS	121.65
Vendor VEN16192 - PLUNKETT'S PEST CONTROL, INC Total:					705.10
Vendor: VEN32477 - PRECISION LANDSCAPE AND TREE, INC					
PRECISION LANDSCAPE AND T	216965	08/03/2022	85186	STUMP GRINDING-RIVER OAK	1,000.00
Vendor VEN32477 - PRECISION LANDSCAPE AND TREE, INC Total:					1,000.00
Vendor: VEN16138 - PUBLIC EMPLOYEES RETIREMENT ASSOCIATION					
PUBLIC EMPLOYEES RETIREM	13768	08/11/2022	INV025028	8/11/22 MAYOR COUNCIL AUGUST	226.60
PUBLIC EMPLOYEES RETIREM	13768	08/11/2022	INV025040	8/11/22 BIWEEKLY PAYROLL 7/18/22-7/31/22	45,952.39
PUBLIC EMPLOYEES RETIREM	13768	08/11/2022	INV025041	8/11/22 BIWEEKLY PAYROLL 7/18/22-7/31/22	65,119.08
Vendor VEN16138 - PUBLIC EMPLOYEES RETIREMENT ASSOCIATION Total:					111,298.07
Vendor: VEN35808 - PUKKA INC					
PUKKA INC	217035	08/10/2022	BU02348-IN	RIVER OAKS UNIFORM - HATS	1,434.24
Vendor VEN35808 - PUKKA INC Total:					1,434.24
Vendor: VEN31366 - QUALITY LOCKSMITH SERVICE, INC					
QUALITY LOCKSMITH SERVICE	217036	08/10/2022	QLS23168	REPAIR DOOR LOCK-HIGHLANDS PARK/SPLASH PA	385.00
Vendor VEN31366 - QUALITY LOCKSMITH SERVICE, INC Total:					385.00
Vendor: VEN18051 - R & R SPECIALTIES OF WISCONSIN, INC					
R & R SPECIALTIES OF WISCO	13709	08/04/2022	76043-IN	JET ICE TEXTILE LOGO-ASHLAND	583.00
R & R SPECIALTIES OF WISCO	13769	08/11/2022	76116-IN	BLADE SHARPENING	37.50
Vendor VEN18051 - R & R SPECIALTIES OF WISCONSIN, INC Total:					620.50
Vendor: VEN18059 - RDO EQUIPMENT INC					
RDO EQUIPMENT INC	217037	08/10/2022	P1760901	FLTR ELEMENT, SEAL - 6001/34631	80.80
Vendor VEN18059 - RDO EQUIPMENT INC Total:					80.80
Vendor: VEN18169 - REINDERS, INC.					
REINDERS, INC.	13710	08/04/2022	3089252-00	SELECT PHITE/TRICURE-RIVER OAKS	1,250.44
Vendor VEN18169 - REINDERS, INC. Total:					1,250.44
Vendor: VEN30564 - RICHARD V. KRUMM					
RICHARD V. KRUMM	216966	08/03/2022	20220801-1	MANAGEMENT SVCS - HAMLET PARK BALLFIELD BUI	1,500.00
RICHARD V. KRUMM	216966	08/03/2022	20220801-2	CONSTRUCTION MANAGEMENT SVC-OAKWOOD PARK SHELTER	1,000.00
Vendor VEN30564 - RICHARD V. KRUMM Total:					2,500.00
Vendor: VEN18156 - RIVER COUNTRY COOPERATIVE					
RIVER COUNTRY COOPERATIV	13770	08/11/2022	152561	337 GAL UNLEADED GASOLIN	1,487.86
Vendor VEN18156 - RIVER COUNTRY COOPERATIVE Total:					1,487.86
Vendor: VEN35929 - RODNEY W HALE					
RODNEY W HALE	216967	08/03/2022	20220721	12 CASES OF 8 OZ DECANter-EDA APPRECIATION GIFT	864.00
Vendor VEN35929 - RODNEY W HALE Total:					864.00

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Vendor: VEN18016 - RUMPCA COMPANIES, INC.					
RUMPCA COMPANIES, INC.	217038	08/10/2022	12119	10 YARDS COLORED MULCH-FORESTRY	320.00
Vendor VEN18016 - RUMPCA COMPANIES, INC. Total:					320.00
Vendor: VEN35434 - SAWTOOTH HOLDINGS					
SAWTOOTH HOLDINGS	13711	08/04/2022	F9554	CHAIN/POD SEAT/TROLLEY ASSEMBLY/DRUM HEAD/SEAT	3,649.31
Vendor VEN35434 - SAWTOOTH HOLDINGS Total:					3,649.31
Vendor: VEN35116 - SCHAEFFER MANUFACTURING COMPANY					
SCHAEFFER MANUFACTURIN	216968	08/03/2022	AZ8475-INV1	CITROL GALS & SPRAY CANS - STOCK ITEM	619.56
Vendor VEN35116 - SCHAEFFER MANUFACTURING COMPANY Total:					619.56
Vendor: VEN29489 - SCHILLING SUPPLY COMPANY					
SCHILLING SUPPLY COMPANY	13712	08/04/2022	880425-00	BATH TISSUE/ROLL TOWEL/CANLINER/USCREEN/ SOAP-PARKS	1,897.14
SCHILLING SUPPLY COMPANY	13712	08/04/2022	880984-00	BATH TISSUE, TOWELS - CITY HALL	258.66
SCHILLING SUPPLY COMPANY	13771	08/11/2022	880425-01	FOAM SOAP-PARKS	221.35
Vendor VEN29489 - SCHILLING SUPPLY COMPANY Total:					2,377.15
Vendor: VEN19284 - SHERWIN WILLIAMS					
SHERWIN WILLIAMS	217039	08/10/2022	574-1	5 GAL STRAINER-SIGN SHOP	53.80
SHERWIN WILLIAMS	217039	08/10/2022	577-4	PAINT TIPS-SIGN SHOP	35.99
SHERWIN WILLIAMS	217039	08/10/2022	4755-6	PAINT FOR DOORS & LOBBY-ICE ARENA	287.11
SHERWIN WILLIAMS	217039	08/10/2022	4763-0	PLASTIC MIXING CONTAINER/PAINT TIPS-SIGN SHOP	46.50
Vendor VEN19284 - SHERWIN WILLIAMS Total:					423.40
Vendor: VEN19467 - SHORT ELLIOTT HENDRICKSON INC.					
SHORT ELLIOTT HENDRICKSO	13772	08/11/2022	428988	GOODVIEW AVE WATERMAIN IMP CONST SVCS THRU 6/30/22	2,114.98
SHORT ELLIOTT HENDRICKSO	13772	08/11/2022	428989	GOODVIEW AVE RAVINE STABILIZATION SVC THRU 6/30/22	434.01
Vendor VEN19467 - SHORT ELLIOTT HENDRICKSON INC. Total:					2,548.99
Vendor: VEN35937 - SIGNATURE HOMES SERVICES					
SIGNATURE HOMES SERVICES	217040	08/10/2022	20220810	REFUND PERMIT# 2022-018715 - 6903 90TH ST S	108.00
Vendor VEN35937 - SIGNATURE HOMES SERVICES Total:					108.00
Vendor: VEN35034 - SMOOT ENTERPRISES ADVANCED SPORTSWEAR LLC					
SMOOT ENTERPRISES ADVAN	13773	08/11/2022	6535	UNIFORM - HOCHSTETLER	319.00
SMOOT ENTERPRISES ADVAN	13773	08/11/2022	8359	UNIFORM & EMBROIDERY - OMTVEDT	90.00
SMOOT ENTERPRISES ADVAN	13773	08/11/2022	8410	UNIFORM EMBROIDERY - MOEN	22.00
SMOOT ENTERPRISES ADVAN	13713	08/04/2022	8737	EMBROIDERY - COULTER/KREUSER	393.00
SMOOT ENTERPRISES ADVAN	13713	08/04/2022	8727	UNIFORM EMBROIDERY - WALDO	77.00
SMOOT ENTERPRISES ADVAN	13773	08/11/2022	8844	UNIFORM EMBROIDERY - WALDO	11.00
Vendor VEN35034 - SMOOT ENTERPRISES ADVANCED SPORTSWEAR LLC Total:					912.00
Vendor: VEN33691 - SOUTH EAST UMPIRES ASSN					
SOUTH EAST UMPIRES ASSN	13774	08/11/2022	20220810-1	2022 SLOWPITCH SOFTBALL UMPIRE SERVICE-98 GAMES	3,087.00
SOUTH EAST UMPIRES ASSN	13774	08/11/2022	20220810-2	2022 STRAWBERRY FEST UMPIRE SVCS-36 GAMES	1,134.00
Vendor VEN33691 - SOUTH EAST UMPIRES ASSN Total:					4,221.00

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Vendor: VEN29560 - STANDARD INSURANCE COMPANY					
STANDARD INSURANCE COMP	216969	08/03/2022	20220803	COBRA LIFE<D INS PREMIUM-AUGUST 2022	101.00
STANDARD INSURANCE COMP	216969	08/03/2022	20220803	EMPLOYER BASIC LIFE INS PREMIUM-AUGUST 2022	1,073.83
STANDARD INSURANCE COMP	216969	08/03/2022	20220803	EMPLOYEE LIFE INS PREMIUM -AUGUST 2022	2,611.76
STANDARD INSURANCE COMP	216969	08/03/2022	20220803	EMPLOYEE LTD INS PREMIUM -AUGUST 2022	2,857.83
Vendor VEN29560 - STANDARD INSURANCE COMPANY Total:					6,644.42
Vendor: VEN35879 - STANLEY STEEMER INTERNATIONAL INC					
STANLEY STEEMER INTERNATI	216970	08/03/2022	974674-90	TILE CLEANING-CITY HALL	2,599.00
STANLEY STEEMER INTERNATI	216970	08/03/2022	974669-90	TILE CLEANING-CENTRAL FIRE	1,449.00
STANLEY STEEMER INTERNATI	216970	08/03/2022	974673-90	TILE CLEANING-PUBLIC WORK	349.00
Vendor VEN35879 - STANLEY STEEMER INTERNATIONAL INC Total:					4,397.00
Vendor: VEN31218 - STANTEC CONSULTING SERVICES INC					
STANTEC CONSULTING SERVIC	13775	08/11/2022	1940653	1.5MG LOW ZONE ELEVATED TANK SVCS 4/30/22-6/3/22	8,271.45
STANTEC CONSULTING SERVIC	13775	08/11/2022	1940655	KINGSTON PARK RESTORATION SVCS 4/30/22-	4,929.18
STANTEC CONSULTING SERVIC	13775	08/11/2022	1940657	WEST DRAW PARK-HERBICIDE SVCS 4/30/22-6/3/22	357.00
STANTEC CONSULTING SERVIC	13775	08/11/2022	1940657	WEST DRAW PARK-PRESCRIBED FIRE SVCS 4/30/2	3,982.00
STANTEC CONSULTING SERVIC	13775	08/11/2022	1940657	HARDWOOD PARK-PRESCRIBED FIRE SVCS 4/30/2	3,920.00
STANTEC CONSULTING SERVIC	13775	08/11/2022	1940657	WEST DRAW PARK-SEED & SEEDING SVCS 4/30/22-6/3/2	812.00
STANTEC CONSULTING SERVIC	13775	08/11/2022	1940657	EAST RAVINE-SEED & SEEDING SVCS 4/30/22-6/3/2	654.50
STANTEC CONSULTING SERVIC	13775	08/11/2022	1940657	HARDWOOD PARK-TREE EDITING SVCS 4/30/22-6/3/22	357.00
STANTEC CONSULTING SERVIC	13775	08/11/2022	1940672	NORTHPOINT DEVELOPMENT SVCS 4/30/22-6/3/22	11,965.51
STANTEC CONSULTING SERVIC	13775	08/11/2022	1940675	CALAROSA 5TH ADDITION SVCS 4/30/22-6/3/22	165.82
STANTEC CONSULTING SERVIC	13775	08/11/2022	1940678	CALAROSA 6TH ADDITION SVCS 4/30/22-6/3/22	563.70
STANTEC CONSULTING SERVIC	13775	08/11/2022	1940681	PRESERVE AT PRAIRIE DUNES SVCS 4/30/22-6/3/22	3,514.00
STANTEC CONSULTING SERVIC	13775	08/11/2022	1940683	GRAYMONT VILLAGE SVCS 4/30/22-6/3/22	168.00
STANTEC CONSULTING SERVIC	13775	08/11/2022	1940684	STORM WATER UTILITY SVCS 4/30/22-6/3/22	485.00
STANTEC CONSULTING SERVIC	13775	08/11/2022	1940686	GENERAL INFO REQUEST-PRESERVE SVCS 4/30/22-6/3/22	84.00
STANTEC CONSULTING SERVIC	13775	08/11/2022	1940686	GENERAL INFO REQUEST-GRAYMONT SVCS 4/30/22-6/3/22	84.00
STANTEC CONSULTING SERVIC	13775	08/11/2022	1940689	PFAS PILOT STUDY SVCS 4/30/22-6/3/22	10,547.72
STANTEC CONSULTING SERVIC	13775	08/11/2022	1940689	WELL 7/8 INTERIM TREAT FACILITY SVC 4/30/22-6/3/22	291.61
STANTEC CONSULTING SERVIC	13775	08/11/2022	1940689	DNR WATER SUPPLY PLAN SVCS 4/30/22-6/3/22	5,920.00
STANTEC CONSULTING SERVIC	13775	08/11/2022	1940689	GENERAL-PINEHILL TANK/WATERCAD SVC 4/30/22-6/3/22	1,938.75
STANTEC CONSULTING SERVIC	13775	08/11/2022	1940689	3M MONITORING REPORT SVCS 4/30/22-6/3/22	990.00
STANTEC CONSULTING SERVIC	13775	08/11/2022	1940692	COMPREHENSIVE PLAN UPDATE SVCS 4/30/22-6/3/22	418.50

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STANTEC CONSULTING SERVIC	13775	08/11/2022	1940693	SUMMERS LANDING 5TH ADDITION SVCS 4/30/22- 6/3/22	246.61
STANTEC CONSULTING SERVIC	13775	08/11/2022	1940698	INTERMED ZONE WATER TREAT PLANT SVC 4/30/22-6/	1,722.50
STANTEC CONSULTING SERVIC	13775	08/11/2022	1940699	AGGREGATE INDUSTRIES EIS SUPPORT SVCS 5/12-6/3/22	9,711.00
STANTEC CONSULTING SERVIC	13775	08/11/2022	1940708	LOW ZONE WTP SVCS 4/30/22-6/3/22	9,668.75
STANTEC CONSULTING SERVIC	13775	08/11/2022	1940711	GOODVIEW AVE WATERMAIN EXTEN SVCS 4/30/22-6/3/22	3,651.50
STANTEC CONSULTING SERVIC	13775	08/11/2022	1940714	105TH ST/100TH ST/IDEAL AVE SVCS 4/30/22-6/3/22	64,309.31
STANTEC CONSULTING SERVIC	13775	08/11/2022	1940715	LOW ZONE RAW WATERMAIN PHASE 1 SVCS 4/30/22-6/3/2	1,477.50
STANTEC CONSULTING SERVIC	13775	08/11/2022	1940717	LOW ZONE RAW WATERMAIN PHASE 2 SVCS 4/30/22-6/3/2	2,491.50
STANTEC CONSULTING SERVIC	13775	08/11/2022	1940719	WELL 13 SVCS 4/30/22-6/3/2	3,711.95
STANTEC CONSULTING SERVIC	13775	08/11/2022	1940720	SOUTH DISTRICT STREET & UTILITY SVCS 4/30-6/3/22	64,467.50
Vendor VEN31218 - STANTEC CONSULTING SERVICES INC Total:					221,877.86
Vendor: VEN33489 - STEVEN MICHAEL WICKELGREN					
STEVEN MICHAEL WICKELGRE	13714	08/04/2022	1065	COUNSELING SERVICES - JUNE	760.00
STEVEN MICHAEL WICKELGRE	13778	08/11/2022	1080	COUNSELING SERVICES - JULY	325.00
Vendor VEN33489 - STEVEN MICHAEL WICKELGREN Total:					1,085.00
Vendor: VEN31202 - SUPERIOR TURF SERVICES, INC					
SUPERIOR TURF SERVICES, IN	217041	08/10/2022	2656	BIFENTHRIN NURSERY/SUREGUARD-RIVER OAKS	262.99
SUPERIOR TURF SERVICES, IN	217041	08/10/2022	2674	2-D 4X1 GAL-RIVER OAKS	507.03
Vendor VEN31202 - SUPERIOR TURF SERVICES, INC Total:					770.02
Vendor: VEN35345 - SWEDEBRO INC					
SWEDEBRO INC	216971	08/03/2022	2022188	EPOXY FLOOR - HAMLET CONCESSION	2,592.00
SWEDEBRO INC	216971	08/03/2022	2022188	EPOXY FLOOR - HAMLET CONCESSION	5,625.00
Vendor VEN35345 - SWEDEBRO INC Total:					8,217.00
Vendor: VEN20035 - T.A. SCHIFSKY & SONS INC					
T.A. SCHIFSKY & SONS INC	216972	08/03/2022	68204	3/8" AGGREGATE MIX-5.04 TON	378.00
T.A. SCHIFSKY & SONS INC	217042	08/10/2022	68224	3/8" ASPHALT MIX-312.36 TONS	23,427.00
Vendor VEN20035 - T.A. SCHIFSKY & SONS INC Total:					23,805.00
Vendor: VEN20063 - TAYLOR MADE GOLF COMPANY,INC.					
TAYLOR MADE GOLF COMPAN	216973	08/03/2022	36030652	PROSHOP MERCHANDISE	63.59
Vendor VEN20063 - TAYLOR MADE GOLF COMPANY,INC. Total:					63.59
Vendor: VEN20038 - TENNIS SANITATION LLC					
TENNIS SANITATION LLC	217043	08/10/2022	3321235	JULY TRASH SERVICE - HERO CENTER	50.54
TENNIS SANITATION LLC	217043	08/10/2022	3347064	JULY TRASH SERVICE - FIRE #2	14.04
TENNIS SANITATION LLC	217043	08/10/2022	3347065	JULY TRASH SERVICE - PW GARAGE	94.62
TENNIS SANITATION LLC	217043	08/10/2022	3347066	JULY TRASH SERVICE - RIVER OAKS	91.52
TENNIS SANITATION LLC	217043	08/10/2022	3347067	JULY TRASH SERVICE - PARKS	192.33
TENNIS SANITATION LLC	217043	08/10/2022	3347068	JULY TRASH SERVICE - FIRE #4	28.15
TENNIS SANITATION LLC	217043	08/10/2022	3347069	JULY TRASH SERVICE - FIRE #3	19.66
TENNIS SANITATION LLC	217043	08/10/2022	3347070	JULY TRASH SERVICE - ICE ARENA	65.79
TENNIS SANITATION LLC	217043	08/10/2022	3347071	JULY TRASH SERVICE - PW OIL	78.79

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TENNIS SANITATION LLC	217043	08/10/2022	3347072	JULY TRASH SERVICE - CITY HALL	51.67
TENNIS SANITATION LLC	217043	08/10/2022	3347074	JULY TRASH SERVICE - CLUBHOUSE	183.08
Vendor VEN20038 - TENNIS SANITATION LLC Total:					870.19
Vendor: VEN34343 - TENVOORDE FORD, INC					
TENVOORDE FORD, INC	216974	08/03/2022	INV26017	2022 FORD EXPLORER - CANINE SQUAD 2263	37,011.38
TENVOORDE FORD, INC	217045	08/10/2022	INV26018	2022 FORD EXPLORER - CANINE SQUAD 2252	37,011.38
Vendor VEN34343 - TENVOORDE FORD, INC Total:					74,022.76
Vendor: VEN35024 - TERRAFORM POWER LLC					
TERRAFORM POWER LLC	13779	08/11/2022	200100169555	SOLAR PRODUCTION CENTRAL FIRE 4/1/22-4/30/2	1,020.21
TERRAFORM POWER LLC	13779	08/11/2022	200100174436	SOLAR PRODUCTION CENTRAL FIRE 6/1/22-6/30/2	1,587.67
Vendor VEN35024 - TERRAFORM POWER LLC Total:					2,607.88
Vendor: VEN32056 - THE COTTAGE GROVE PROFESSIONAL FIREFIGHTERS					
THE COTTAGE GROVE PROFES	13780	08/11/2022	INV025033	8/11/22 BIWEEKLY PAYROLL 7/18/22-7/31/22	450.00
Vendor VEN32056 - THE COTTAGE GROVE PROFESSIONAL FIREFIGHTERS Total:					450.00
Vendor: VEN34073 - THE HARRIS-BILLINGS CO., INC.					
THE HARRIS-BILLINGS CO., IN	216975	08/03/2022	1023178	TOILET PARTITIONS	3,453.00
THE HARRIS-BILLINGS CO., IN	216975	08/03/2022	1023178	TOILET PARTITIONS	2,437.00
Vendor VEN34073 - THE HARRIS-BILLINGS CO., INC. Total:					5,890.00
Vendor: VEN35469 - THE SOUTH WASHINGTON WATERSHED DISTRICT					
THE SOUTH WASHINGTON W	217046	08/10/2022	22-005	PARKVIEW POINTE-EROSION & SEDIMENT INSPECTION	96.00
THE SOUTH WASHINGTON W	217046	08/10/2022	22-005	HINTON WOODS-EROSION & SEDIMENT INSPECTION	109.50
THE SOUTH WASHINGTON W	217046	08/10/2022	22-005	NORTHWICK PARK 2ND-EROSION & SEDIMENT INSPECTION	175.00
THE SOUTH WASHINGTON W	217046	08/10/2022	22-005	NORTHWICK PARK 1ST-EROSION & SEDIMENT INSPECTION	106.25
THE SOUTH WASHINGTON W	217046	08/10/2022	22-005	CARDINAL RESERVE-EROSION & SEDIMENT INSPECTION	137.25
THE SOUTH WASHINGTON W	217046	08/10/2022	22-005	SETTLERS BLUFF 2ND-EROSION & SEDIMENT INSPEC	130.25
THE SOUTH WASHINGTON W	217046	08/10/2022	22-005	HIGH POINTE 2ND-EROSION & SEDIMENT INSPECTION	113.25
THE SOUTH WASHINGTON W	217046	08/10/2022	22-005	THE VIEWS-EROSION & SEDIMENT INSPECTION	99.25
THE SOUTH WASHINGTON W	217046	08/10/2022	22-005	HIGH POINTE 1ST-EROSION & SEDIMENT INSPECTION	99.50
THE SOUTH WASHINGTON W	217046	08/10/2022	22-005	EASTBROOKE 2ND-EROSION & SEDIMENT INSPECTION	188.75
THE SOUTH WASHINGTON W	217046	08/10/2022	22-005	OPPIDAN APARTMENTS-EROSION & SEDIMENT INSPECTION	113.00
THE SOUTH WASHINGTON W	217046	08/10/2022	22-005	GLACIAL VALLEY 2ND-EROSION & SEDIMENT INSPEC	41.25
THE SOUTH WASHINGTON W	217046	08/10/2022	22-005	ROLLING MEADOWS-EROSION & SEDIMENT INSPEC	192.25
THE SOUTH WASHINGTON W	217046	08/10/2022	22-005	LANGDON HILLS-EROSION & SEDIMENT INSPECTION	202.50
THE SOUTH WASHINGTON W	217046	08/10/2022	22-005	CALAROSA 5TH-EROSION & SEDIMENT INSPECTION	205.50
THE SOUTH WASHINGTON W	217046	08/10/2022	22-005	CALAROSA 6TH-EROSION & SEDIMENT INSPECTION	219.25

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THE SOUTH WASHINGTON W	217046	08/10/2022	22-005	HAWTHORNE 2ND-EROSION & SEDIMENT INSPECTION	13.75
THE SOUTH WASHINGTON W	217046	08/10/2022	22-005	3M-EROSION & SEDIMENT INSPECTION	82.50
THE SOUTH WASHINGTON W	217046	08/10/2022	22-005	WOODWARD 1ST-EROSION & SEDIMENT INSPECTION	13.75
THE SOUTH WASHINGTON W	217046	08/10/2022	22-005	GLACIAL VALLEY 1ST-EROSION & SEDIMENT INSPECTION	41.25
THE SOUTH WASHINGTON W	217046	08/10/2022	22-005	SETTLERS BLUFF 1ST-EROSION & SEDIMENT INSPECTION	82.25
THE SOUTH WASHINGTON W	217046	08/10/2022	22-005	HAMLET HEIGHTS-EROSION & SEDIMENT INSPECTION	58.25
THE SOUTH WASHINGTON W	217046	08/10/2022	22-005	WOODWARD 2ND-EROSION & SEDIMENT INSPECTION	68.75
Vendor VEN35469 - THE SOUTH WASHINGTON WATERSHED DISTRICT Total:					2,589.25
Vendor: VEN35889 - THISTLE SPORTSWEAR COMPANY LLC					
THISTLE SPORTSWEAR COMP	216976	08/03/2022	116287	PROSHOP MERCHANDISE	467.25
Vendor VEN35889 - THISTLE SPORTSWEAR COMPANY LLC Total:					467.25
Vendor: VEN34503 - THOMAS IRVINE DODGE NATURE CENTER					
THOMAS IRVINE DODGE NAT	217049	08/10/2022	15499	7/27/22 OUTREACH PROGRAM-SAFETY CAMP PRE	250.00
Vendor VEN34503 - THOMAS IRVINE DODGE NATURE CENTER Total:					250.00
Vendor: VEN30420 - T-MOBILE USA, INC					
T-MOBILE USA, INC	216977	08/03/2022	9502396553	GPS LOCATE 6/30/22-7/1/22	100.00
Vendor VEN30420 - T-MOBILE USA, INC Total:					100.00
Vendor: VEN20072 - TRAFFIC CONTROL CORPORATION					
TRAFFIC CONTROL CORPORAT	13715	08/04/2022	137148	FIELD SERVICE - 80TH & EAST POINT DOUGLAS	600.00
TRAFFIC CONTROL CORPORAT	13715	08/04/2022	137187	TRAFFIC SIGNAL CABINET- 80TH ST & HINTON AVE	2,795.00
TRAFFIC CONTROL CORPORAT	13781	08/11/2022	137269	EMERGENCY REPAIR OF TRAFFIC SIGNAL	21,084.02
TRAFFIC CONTROL CORPORAT	13781	08/11/2022	137269	EMERGENCY REPAIR OF TRAFFIC SIGNAL	-0.02
Vendor VEN20072 - TRAFFIC CONTROL CORPORATION Total:					24,479.00
Vendor: VEN20057 - TRANS UNION LLC					
TRANS UNION LLC	216978	08/03/2022	7240824	EMPLOYMENT CREDIT REPORTS	10.56
TRANS UNION LLC	216978	08/03/2022	7240824	EMPLOYMENT CREDIT REPORTS	21.12
Vendor VEN20057 - TRANS UNION LLC Total:					31.68
Vendor: VEN20030 - TRIO SUPPLY COMPANY					
TRIO SUPPLY COMPANY	13716	08/04/2022	778547	RESTAURANT SUPPLIES	428.77
Vendor VEN20030 - TRIO SUPPLY COMPANY Total:					428.77
Vendor: VEN20095 - TRI-STATE BOBCAT, INC.					
TRI-STATE BOBCAT, INC.	13717	08/04/2022	C76742	INSTL NEW CONTROLLERS - 8305/34629	1,888.72
TRI-STATE BOBCAT, INC.	13782	08/11/2022	N14824	T76 BOBCAT LOADER RENTAL CONTRACT 7/28/22-8/27/22	695.00
TRI-STATE BOBCAT, INC.	13782	08/11/2022	N14825	S76 BOBCAT LOADER RENTAL CONTRACT 7/28/22-8/27/22	525.00
Vendor VEN20095 - TRI-STATE BOBCAT, INC. Total:					3,108.72
Vendor: VEN35938 - TRUE NORTH ROOFING LLC					
TRUE NORTH ROOFING LLC	217050	08/10/2022	20220810	REFUND PERMIT# 2022-018823 - 9592 77TH ST S	108.00
Vendor VEN35938 - TRUE NORTH ROOFING LLC Total:					108.00
Vendor: VEN20050 - TWIN CITY HARDWARE					
TWIN CITY HARDWARE	216979	08/03/2022	PSI2129860	DOOR CLOSER-PROSHOP DOO	73.00
Vendor VEN20050 - TWIN CITY HARDWARE Total:					73.00

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Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN21640 - US BANK					
US BANK	13721	08/05/2022	7/11/2022	ADVANCED SPORTSWEAR- UNIFORM-LONGAECKER	20.00
US BANK	13721	08/05/2022	7/11/2022	AMAZON-DISPOSABLE SHOE COVERS-MANN	20.18
US BANK	13721	08/05/2022	7/11/2022	PIONEER PRESS-JUL DIGITAL SUBSCRIPTION-PRIOR	16.00
US BANK	13721	08/05/2022	7/11/2022	CANVA-MONTHLY SUBSCRIPTION 6/14-7/14/22- LONGAECKER	12.95
US BANK	13721	08/05/2022	7/11/2022	CONSTANTCONTACT-JUNE SUBSCRIPTION-LONGAECKER	70.00
US BANK	13721	08/05/2022	7/11/2022	MN COUNCIL OF NONPROFITS-GRANTS DIRECT	86.30
US BANK	13721	08/05/2022	7/11/2022	DECC-PARKING FOR LEAGUE CONFERENCE-LEVITT	10.00
US BANK	13721	08/05/2022	7/11/2022	DECC-PARKING FOR LEAGUE CONFERENCE-LEVITT	10.00
US BANK	13721	08/05/2022	7/11/2022	DECC-PARKING FOR LEAGUE CONFERENCE-LEVITT	10.00
US BANK	13721	08/05/2022	7/11/2022	DECC-PARKING FOR LEAGUE CONFERENCE-LEVITT	10.00
US BANK	13721	08/05/2022	7/11/2022	CLOUD 9 ASIAN BISTRO-MEAL FOR LEAGUE CONFER-LEVITT	20.72
US BANK	13721	08/05/2022	7/11/2022	ICMA-2022 ICMA ANNUAL CONFERENCE RECEPTION- MANN	35.00
US BANK	13721	08/05/2022	7/11/2022	ICMA-2022 ICMA ANNUAL CONFERENCE RECEPTION- LEVITT	35.00
US BANK	13721	08/05/2022	7/11/2022	TOBIES RESTAURANT-MEAL FOR LEAGUE CONFERENCE- LEVIT	22.20
US BANK	13721	08/05/2022	7/11/2022	RED LOBSTER-MEAL FOR LEAGUE CONFERENCE-LEVITT	27.46
US BANK	13721	08/05/2022	7/11/2022	TYLER TECH-ERP PRO 10 HR TRAIN BARNES-MALINOWSKI	150.00
US BANK	13721	08/05/2022	7/11/2022	MIRAGE ADVANCE DEPOSIT- NEOGOV CONF HOTEL HOLD- MANN	146.26
US BANK	13721	08/05/2022	7/11/2022	EB CONNECT 2022-NEOGOV TRAINING/CONFERENCE- MANN	1,199.00
US BANK	13721	08/05/2022	7/11/2022	THE SUITES HOTEL-HOTEL FOR LEAGUE CONFERENCE-LE	927.87
US BANK	13721	08/05/2022	7/11/2022	GFOA-CERT OF ACHIEVE REVIEW FEE FY2021- MALINOWSKI	530.00
US BANK	13721	08/05/2022	7/11/2022	HYVEE-CANDY FOR SKOOLIE/REIMBURSEMENT- LONGAECKER	18.42
US BANK	13721	08/05/2022	7/11/2022	HYVEE-CANDY FOR SKOOLIE/REIMBURSEMENT- LONGAECKER	3.00
US BANK	13721	08/05/2022	7/11/2022	UBERTRIP-COMPROMISED CHARGE TO BE REFUNDED- TORNING	121.23
US BANK	13721	08/05/2022	7/11/2022	KOHL'S-UNIFORM EXPENSE TO BE REIMBURSED-MUCKEN	153.74
US BANK	13721	08/05/2022	7/11/2022	BOARD OF AELSLAGID- MEMBERSHIP DUES-BURFEIN	122.50
US BANK	13721	08/05/2022	7/11/2022	U OF M LEARN-STORMWATER TREAT TRAIN JUTH-BURFEIND	250.00
US BANK	13721	08/05/2022	7/11/2022	TRITECH FORENSICS- GUNSHOT RESIDUE COLLECT-	93.96

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Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
US BANK	13721	08/05/2022	7/11/2022	SURVEYMONKEY-6/20-7/19/22 SUBSCRIPTION-KOER	50.00
US BANK	13721	08/05/2022	7/11/2022	HOLIDAY STATIONSTORE-FUEL FOR POLICE 1752-TORNING	40.52
US BANK	13721	08/05/2022	7/11/2022	BRAVO CONCEALMENT-UNIFORM RINZEL-RINZEL	78.46
US BANK	13721	08/05/2022	7/11/2022	OPTICSPANET-UNIFORM RINZEL-RINZEL	260.32
US BANK	13721	08/05/2022	7/11/2022	MIDSTATES ORGANIZED CRIME-2022 MEMBER DUES-KOERNER	100.00
US BANK	13721	08/05/2022	7/11/2022	HOLIDAY STATIONS-FUEL FOR SWAT TRAIN-PETERSEN	63.27
US BANK	13721	08/05/2022	7/11/2022	HOLIDAY STATIONS-FUEL FOR SWAT TRAIN-PETERSEN	65.34
US BANK	13721	08/05/2022	7/11/2022	KWIK STAR-FUEL FOR LESO TRIP-PETERSEN	61.15
US BANK	13721	08/05/2022	7/11/2022	HOLIDAY STATIONS-FUEL FOR SWAT TRAIN-PETERSEN	66.73
US BANK	13721	08/05/2022	7/11/2022	KTA-TOLL FOR LESO TRIP-PETERSEN	5.00
US BANK	13721	08/05/2022	7/11/2022	KTA-TOLL FOR LESO TRIP-PETERSEN	5.00
US BANK	13721	08/05/2022	7/11/2022	SUBWAY-MEAL FOR LESO TRIP-PETERSEN	21.08
US BANK	13721	08/05/2022	7/11/2022	TREX MART-FUEL FOR LESO TRIP-PETERSEN	53.34
US BANK	13721	08/05/2022	7/11/2022	24/7 TRAVEL STORE-FUEL FOR LESO TRIP-PETERSEN	100.00
US BANK	13721	08/05/2022	7/11/2022	TREX MART-FUEL FOR LESO TRIP-PETERSEN	75.00
US BANK	13721	08/05/2022	7/11/2022	HOLIDAY STATIONS-FUEL FOR SWAT TRAIN-PETERSEN	72.97
US BANK	13721	08/05/2022	7/11/2022	BP DOWS JUNCTION-FUEL FOR LESO TRIP-PETERSEN	96.12
US BANK	13721	08/05/2022	7/11/2022	BCA TRAIN-CRIM JUST INFO USER C.RAYMOND-RENSCHEN	275.00
US BANK	13721	08/05/2022	7/11/2022	BCA TRAIN-CRIMINAL JUSTICE INFO USER BERG-RENSCHEN	275.00
US BANK	13721	08/05/2022	7/11/2022	BCA TRAIN-CRISIS RESILIENT ORG MCCORMICK-MCCORMICK	250.00
US BANK	13721	08/05/2022	7/11/2022	KWIK STAR-MEAL FOR LESO TRIP-PETERSEN	16.59
US BANK	13721	08/05/2022	7/11/2022	BULLETINLICENSECTR-SQUAD TAB RENEWALS-COFFEY	43.81
US BANK	13721	08/05/2022	7/11/2022	CHEWY-K9 FOOD-TORNING	126.68
US BANK	13721	08/05/2022	7/11/2022	HOLIDAY STATIONS-FUEL FOR FIRE 3137-REDENIUS	20.00
US BANK	13721	08/05/2022	7/11/2022	DOLLAR TREE-STATION CLEANING SUPPLIES-REDENIU	8.05
US BANK	13721	08/05/2022	7/11/2022	WALMART-WATER FOR PW-ORLOFF	26.80
US BANK	13721	08/05/2022	7/11/2022	MINNESOTA COACHES-PUBLIC SVC COMM TOUR-DOCKTER	585.69
US BANK	13721	08/05/2022	7/11/2022	WALMART-SNACKS FOR PARKS COMMISSION TOUR-D	61.06
US BANK	13721	08/05/2022	7/11/2022	HOLIDAY STATIONS-FUEL FOR PARKS 1401-FOHRMAN	108.71
US BANK	13721	08/05/2022	7/11/2022	HOLIDAY STATIONS-FUEL FOR PARKS 1409-DOCKTER	11.00
US BANK	13721	08/05/2022	7/11/2022	USPS PO-POSTAGE FOR WATER SAMPLE-FOHRMAN	5.10

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Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
US BANK	13721	08/05/2022	7/11/2022	WALMART- PLAYGROUND/OFFICE SUPPLIES-PIETRUSZEWSKI	9.92
US BANK	13721	08/05/2022	7/11/2022	WALMART-FOOD & SUPPLIES FOR ICE/REC-MUCKENHIRN	93.25
US BANK	13721	08/05/2022	7/11/2022	HOLIDAY STATIONS-BUG SPRAY-MUCKENHIRN	8.58
US BANK	13721	08/05/2022	7/11/2022	WALMART-SUPPLIES FOR ICE/REC-MUCKENHIRN	6.91
US BANK	13721	08/05/2022	7/11/2022	WALMART-SUPPLIES FOR REC- MUCKENHIRN	22.36
US BANK	13721	08/05/2022	7/11/2022	WALMART-PLAYGROUND/5K SUPPLIES-PIETRUSZEWSKI	198.56
US BANK	13721	08/05/2022	7/11/2022	WALMART- PLAYGROUND/OFFICE SUPPLIES-PIETRUSZEWSKI	23.52
US BANK	13721	08/05/2022	7/11/2022	JOANN-PROGRAM SUPPLIES- PIETRUSZEWSKI	61.65
US BANK	13721	08/05/2022	7/11/2022	WALMART- PLAYGROUND/BINGO SUPPLIES-PIETRUSZEWSKI	205.50
US BANK	13721	08/05/2022	7/11/2022	WALMART-SUPPLIES FOR ICE/REC-MUCKENHIRN	9.92
US BANK	13721	08/05/2022	7/11/2022	O'REILLY-OIL FILTERS FOR ZAMBONI-MUCKENHIRN	13.26
US BANK	13721	08/05/2022	7/11/2022	ZOOMSHIFT-SUBSCRIPTION 7/10/22-8/10/22-HIRMAN	37.50
US BANK	13721	08/05/2022	7/11/2022	IHEARTMEDIA-JUN MONTHLY SUBSCRIPTION-HIRMAN	10.73
US BANK	13721	08/05/2022	7/11/2022	ZOOMSHIFT-SUBSCRIPTION 6/10/22-7/10/22-HIRMAN	37.50
US BANK	13721	08/05/2022	7/11/2022	SPARX HOCKEY-RADIUS RINGS/BLADE HOLDERS- HIRMAN	502.98
US BANK	13721	08/05/2022	7/11/2022	WALMART-FOOD & SUPPLIES FOR ICE/REC-MUCKENHIRN	19.86
US BANK	13721	08/05/2022	7/11/2022	WALMART-FOOD & SUPPLIES FOR ICE/REC-MUCKENHIRN	7.12
US BANK	13721	08/05/2022	7/11/2022	WALMART-SHARK SWEEPER FOR PROSHOP-NEITZ	40.67
US BANK	13721	08/05/2022	7/11/2022	WALMART-USB CHARGING STATION FOR PROSHOP-NEITZ	40.79
US BANK	13721	08/05/2022	7/11/2022	WALMART-PAPERCUTTER FOR PROSHOP-NEITZ	33.76
US BANK	13721	08/05/2022	7/11/2022	WALMART-SUPPLIES FOR PROSHOP-NEITZ	51.28
US BANK	13721	08/05/2022	7/11/2022	HOLIDAY STATIONS-PROPANE TANKS-NEITZ	46.08
US BANK	13721	08/05/2022	7/11/2022	SNAG GOLF-BULLSEYE PROSHOP SUPPLIES-NEITZ	190.65
US BANK	13721	08/05/2022	7/11/2022	WALMART-SWIFFER WET JET/CHARGING STATION-NEIT	63.17
US BANK	13721	08/05/2022	7/11/2022	ZOOMSHIFT-SUBSCRIPTION 5/16/22-6/12/22-NEITZ	77.26
US BANK	13721	08/05/2022	7/11/2022	SKOL MARKETING-SEM MONTHLY GOLF/WEDDINGVENUE-NEITZ	399.00
US BANK	13721	08/05/2022	7/11/2022	GOOGLE ADS-JUN ADS GOLF/WEDDINGS-NEITZ	426.90
US BANK	13721	08/05/2022	7/11/2022	FACEBOOK-PROMO AD GOLF- NEITZ	98.99
US BANK	13721	08/05/2022	7/11/2022	PROLINE PART-FUEL PUMP- HUESMAN	175.00
US BANK	13721	08/05/2022	7/11/2022	ZOOMSHIFT-SUBSCRIPTION 5/16/22-6/12/22-NEITZ	77.26

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Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
US BANK	13721	08/05/2022	7/11/2022	WALMART-MASKING TAPE FOR CLUBHOUSE-NEITZ	1.33
US BANK	13721	08/05/2022	7/11/2022	AMAZON-KITCHEN TONGS FOR CLUBHOUSE-JAHNKE	85.84
US BANK	13721	08/05/2022	7/11/2022	CUB FOODS-FOOD/SUPPLIES FOR CLUBHOUSE-JONES	7.70
US BANK	13721	08/05/2022	7/11/2022	AMAZON-TABLE COVERS FOR CLUBHOUSE-JAHNKE	93.00
US BANK	13721	08/05/2022	7/11/2022	AMAZON-SUPPLIES FOR CLUBHOUSE-JAHNKE	72.31
US BANK	13721	08/05/2022	7/11/2022	WALMART-CHARGING STATION/OFFICE CHAIR-NEITZ	107.33
US BANK	13721	08/05/2022	7/11/2022	AMAZON-REFUND RETURNED TABLE COVERS-JAHNKE	-94.44
US BANK	13721	08/05/2022	7/11/2022	WEBSTAIRANT STORE-FOOD PAN-JONES	84.92
US BANK	13721	08/05/2022	7/11/2022	ZOOMSHIFT-SUBSCRIPTION 5/16/22-6/12/22-NEITZ	77.26
US BANK	13721	08/05/2022	7/11/2022	THEKNOT/WEDDINGWIRE- VENUE ADVERTISING-JONES	480.00
US BANK	13721	08/05/2022	7/11/2022	PARTSTOWN-THERMOPILE FOR KITCHEN FRYER PART-HA	186.70
US BANK	13721	08/05/2022	7/11/2022	AMAZON PRIME-ANNUAL MEMBERSHIP FEE-JAHNKE	16.10
US BANK	13721	08/05/2022	7/11/2022	CUB FOODS-FOOD FOR CLUBHOUSE-JONES	50.31
US BANK	13721	08/05/2022	7/11/2022	WALMART-FOOD FOR CLUBHOUSE-NEITZ	123.01
US BANK	13721	08/05/2022	7/11/2022	CUB FOODS-FOOD/SUPPLIES FOR CLUBHOUSE-JONES	9.83
US BANK	13721	08/05/2022	7/11/2022	WALMART-FOOD FOR CLUBHOUSE-NEITZ	10.72
US BANK	13721	08/05/2022	7/11/2022	WALMART-FOOD FOR CLUBHOUSE-NEITZ	35.08
US BANK	13721	08/05/2022	7/11/2022	RESTAURANT DEPOT- BEVERAGES FOR CLUBHOUSE- JONES	119.68
US BANK	13721	08/05/2022	7/11/2022	AMAZON-ALCOHOL FOR CLUBHOUSE-JAHNKE	51.34
US BANK	13721	08/05/2022	7/11/2022	TOTAL WINE-ALCOHOL FOR CLUBHOUSE-JAHNKE	18.99
US BANK	13721	08/05/2022	7/11/2022	BRIDGETOWER SUBSCRIPTION-JUL SUBSCRIP	32.00
US BANK	13721	08/05/2022	7/11/2022	GLOBAL EXPERIENCE SPEC- ICSC RENTAL/ELECTRIC-LARSO	386.43
US BANK	13721	08/05/2022	7/11/2022	HYVEE-CANDY FOR STRAWBERRY FEST-LEVITT	24.67
US BANK	13721	08/05/2022	7/11/2022	PIRATESHIP-BEAVER CREEK WELCOME CTR POSTAGE- LARSON	29.14
US BANK	13721	08/05/2022	7/11/2022	PIRATESHIP-MOORHEAD WELCOME CENTER POSTAGE- LARSON	19.61
US BANK	13721	08/05/2022	7/11/2022	PIRATESHIP-DRESBACH WELCOME CENTER POSTAGE- LARSON	14.88
US BANK	13721	08/05/2022	7/11/2022	PIRATESHIP-ALBERT LEA WELCOME CTR POSTAGE- LARSON	18.69
US BANK	13721	08/05/2022	7/11/2022	PIRATESHIP-MSP INT'L AIRPORT POSTAGE-LARSON	16.44
US BANK	13721	08/05/2022	7/11/2022	PIRATESHIP-ALBERT LEA WELCOME CTR POSTAGE- LARSON	18.69

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Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
US BANK	13721	08/05/2022	7/11/2022	PIRATESHIP-MSP INT'L	16.44
US BANK	13721	08/05/2022	7/11/2022	AIRPORT POSTAGE-LARSON	16.44
US BANK	13721	08/05/2022	7/11/2022	PIRATESHIP-ST.CLOUD	16.44
US BANK	13721	08/05/2022	7/11/2022	WELCOME CENTER POSTAGE-LARSON	16.44
US BANK	13721	08/05/2022	7/11/2022	PIRATESHIP-THOMPSONHILL	16.44
US BANK	13721	08/05/2022	7/11/2022	WELCOME CTR POSTAGE-LARSON	16.44
US BANK	13721	08/05/2022	7/11/2022	PIRATESHIP-WORTHINGTON	16.44
US BANK	13721	08/05/2022	7/11/2022	WELCOME CTR POSTAGE-LARSON	16.44
US BANK	13721	08/05/2022	7/11/2022	PIRATESHIP-ST.CLOUD	16.44
US BANK	13721	08/05/2022	7/11/2022	WELCOME CENTER POSTAGE-LARSON	16.44
US BANK	13721	08/05/2022	7/11/2022	PIRATESHIP-GRAND PORTAGE	10.91
US BANK	13721	08/05/2022	7/11/2022	STATE PARK POSTAGE-LARSON	3.80
US BANK	13721	08/05/2022	7/11/2022	PIRATE SHIP POSTAGE-ONE	18.69
US BANK	13721	08/05/2022	7/11/2022	TIME UPS PICKUP-LARSON	18.69
US BANK	13721	08/05/2022	7/11/2022	PIRATESHIP-ALBERT LEA	18.69
US BANK	13721	08/05/2022	7/11/2022	WELCOME CTR POSTAGE-LARSON	21.86
US BANK	13721	08/05/2022	7/11/2022	PIRATESHIP-FISHERS LAND	21.86
US BANK	13721	08/05/2022	7/11/2022	WELCOME CTR POSTAGE-LARSON	132.80
US BANK	13721	08/05/2022	7/11/2022	USPS PO-POSTAGE FOR	132.80
US BANK	13721	08/05/2022	7/11/2022	VISITOR GUIDE CASES-LEVITT	16.44
US BANK	13721	08/05/2022	7/11/2022	PIRATESHIP-MSP INT'L	16.44
US BANK	13721	08/05/2022	7/11/2022	AIRPORT POSTAGE-LARSON	16.44
US BANK	13721	08/05/2022	7/11/2022	PIRATESHIP-MSP INT'L	16.44
US BANK	13721	08/05/2022	7/11/2022	AIRPORT POSTAGE-LARSON	16.44
US BANK	13721	08/05/2022	7/11/2022	PIRATESHIP-MSP INT'L	16.44
US BANK	13721	08/05/2022	7/11/2022	AIRPORT POSTAGE-LARSON	10.00
US BANK	13721	08/05/2022	7/11/2022	KEEFE CO PARKING-PARKING	10.00
US BANK	13721	08/05/2022	7/11/2022	@ SAINTS GAME-LEVITT	4.99
US BANK	13721	08/05/2022	7/11/2022	STAMPS-PRO PLAN SVC	4.99
US BANK	13721	08/05/2022	7/11/2022	5/18/22-6/18/22-ANSELMEN	30.00
US BANK	13721	08/05/2022	7/11/2022	SMARTWAIVER-JUNE	30.00
US BANK	13721	08/05/2022	7/11/2022	GROWTH PLAN SVC-ANSELME	56.00
US BANK	13721	08/05/2022	7/11/2022	MAILCHIMP-JUNE EMAIL	56.00
US BANK	13721	08/05/2022	7/11/2022	ADVERTISING SVC-ANSELMEN	253.70
US BANK	13721	08/05/2022	7/11/2022	GOOGLE ADS-JUNE HERO	253.70
US BANK	13721	08/05/2022	7/11/2022	CENTER ADS-ANSELMEN	2,213.60
US BANK	13721	08/05/2022	7/11/2022	BYTHEYARD-OUTDOOR	2,213.60
US BANK	13721	08/05/2022	7/11/2022	DINING CHAIRS-LEVITT	131.00
US BANK	13721	08/05/2022	7/11/2022	HOLIDAY STATIONS-FUEL FOR	131.00
US BANK	13721	08/05/2022	7/11/2022	WATER-ALT	139.96
US BANK	13721	08/05/2022	7/11/2022	ACME TOOLS-GEARWRENCH	139.96
US BANK	13721	08/05/2022	7/11/2022	PRY BARS-ALT	0.49
US BANK	13721	08/05/2022	7/11/2022	MN POLLUTION CONTROL	0.49
US BANK	13721	08/05/2022	7/11/2022	SERV-WASTEWATER CERT ALT-ALT	23.00
US BANK	13721	08/05/2022	7/11/2022	MN POLLUTION CONTROL	23.00
US BANK	13721	08/05/2022	7/11/2022	AGEN-WASTEWATER CERT ALT-ALT	21.47
US BANK	13721	08/05/2022	7/11/2022	BEST BUY-EXCHANGE	21.47
US BANK	13721	08/05/2022	7/11/2022	SURFACE PRO CASE-BURFEIN	314.00
US BANK	13721	08/05/2022	7/11/2022	NPI/RAM MOUNTS-RAM POD	314.00
US BANK	13721	08/05/2022	7/11/2022	PIPE SOCKET/XGRIP-BURFEIN	128.79
US BANK	13721	08/05/2022	7/11/2022	BEST BUY-SURFACE PRO CASE	128.79
US BANK	13721	08/05/2022	7/11/2022	& MOUSE-BURFEIND	499.00
US BANK	13721	08/05/2022	7/11/2022	ACME TOOLS-DRILL KIT-ALT	499.00
US BANK	13721	08/05/2022	7/11/2022	YUCKOS-MASK KIT/EMS	479.00
US BANK	13721	08/05/2022	7/11/2022	SUPPLIES-PRITCHARD	479.00

Expense Approval Report

Payment Dates: 8/3/2022 - 8/11/2022

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
US BANK	13721	08/05/2022	7/11/2022	NOODLES & CO-SAFETY COMMITTEE GIFT CARDS-LEVITT	75.00
US BANK	13721	08/05/2022	7/11/2022	CARIBOU COFFEE-SAFETY COMMITTEE GIFT CARDS-LEVITT	240.00
US BANK	13721	08/05/2022	7/11/2022	CULVERS-SAFETY COMMITTEE GIFT CARDS-LEVITT	240.00
US BANK	13721	08/05/2022	7/11/2022	NOODLES & CO-SAFETY COMMITTEE GIFT CARDS-LEVITT	90.00
US BANK	13721	08/05/2022	7/11/2022	CHIPOTLE-SAFETY COMMITTEE GIFT CARDS-LEVITT	270.00
US BANK	13721	08/05/2022	7/11/2022	NOODLES & CO-SAFETY COMMITTEE GIFT CARDS-LEVITT	75.00
US BANK	13721	08/05/2022	7/11/2022	EBAY-MILITARY GENERATOR W/REGUL 2038/34373-MOSHIER	1,242.91
US BANK	13721	08/05/2022	7/11/2022	JJ REBUILDERS-GENERATOR 2038/34373-MOSHIER	749.99
US BANK	13721	08/05/2022	7/11/2022	DIGICERT-STANDARD SSL COMPASS-BLUHM	268.00
US BANK	13721	08/05/2022	7/11/2022	ZOOM-WEBINAR 6/16/22-7/15/22-BLUHM	214.64
US BANK	13721	08/05/2022	7/11/2022	NETWORKSOLUTIONS-DOMAIN RENEWAL-BLUHM	15.99
Vendor VEN21640 - US BANK Total:					20,343.18
Vendor: VEN32448 - US BANK					
US BANK	217051	08/10/2022	13337903	2ND QTR CUSTODY FEES	2,213.47
Vendor VEN32448 - US BANK Total:					2,213.47
Vendor: VEN32558 - US BANK					
US BANK	216980	08/03/2022	20220725	JULY UNIFORM PURCHASES	1,074.09
US BANK	216980	08/03/2022	20220725	JULY UNIFORM PURCHASES	377.95
Vendor VEN32558 - US BANK Total:					1,452.04
Vendor: VEN35692 - VAN METER INC					
VAN METER INC	217052	08/10/2022	S012234010.001	WELL 9 - CIRCUIT BREAKER EMERGENCY REPAIR	3,296.77
VAN METER INC	217052	08/10/2022	S012229488.001	CUTTING REELS-STREETLIGHT	779.90
VAN METER INC	217052	08/10/2022	S012238810.001	PHILIPS T8 LIGHTBULBS/CONDUCTOR-STREETLIGHTS	273.17
VAN METER INC	217052	08/10/2022	S012253080.001	WALL SWITCH/T8 BULBS-PUBLIC WORKS	164.82
Vendor VEN35692 - VAN METER INC Total:					4,514.66
Vendor: VEN22338 - VERSATILE VEHICLES, INC.					
VERSATILE VEHICLES, INC.	216981	08/03/2022	83953	COIL PULSAR-RIVER OAKS	242.44
Vendor VEN22338 - VERSATILE VEHICLES, INC. Total:					242.44
Vendor: VEN33337 - VOLUNTEER FIREFIGHTERS BENEFIT ASSOCIATION OF MN					
VOLUNTEER FIREFIGHTERS BE	217053	08/10/2022	20220810	PART TIME FIREFIGHTERS SUPPLEMENTAL INSURANCE	264.00
Vendor VEN33337 - VOLUNTEER FIREFIGHTERS BENEFIT ASSOCIATION OF MN Total:					264.00
Vendor: VEN23259 - WASHINGTON CONSERVATION DISTRICT					
WASHINGTON CONSERVATIO	217054	08/10/2022	5696	2ND QUARTER SHARED EDUCATOR	716.31
Vendor VEN23259 - WASHINGTON CONSERVATION DISTRICT Total:					716.31
Vendor: VEN23156 - WASHINGTON COUNTY PUBLIC WORKS DEPT					
WASHINGTON COUNTY PUBLI	13718	08/04/2022	20220803	ROW PERMIT# 2022-U-237 - CR75/GREY CLOUD ISLAND	100.00
Vendor VEN23156 - WASHINGTON COUNTY PUBLIC WORKS DEPT Total:					100.00

Expense Approval Report

Payment Dates: 8/3/2022 - 8/11/2022

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN29141 - WATSON COMPANY INC.					
WATSON COMPANY INC.	13783	08/11/2022	126846	SNACKS FOR ICE ARENA	432.91
WATSON COMPANY INC.	13783	08/11/2022	126846	SNACKS FOR ICE ARENA	693.67
WATSON COMPANY INC.	13719	08/04/2022	127255	SNACKS FOR CLUBHOUSE	406.74
Vendor VEN29141 - WATSON COMPANY INC. Total:					1,533.32
Vendor: VEN35936 - WINTER INDUSTRIES LLC					
WINTER INDUSTRIES LLC	217055	08/10/2022	307791	SERVICE & ADJUST GARAGE DOOR-RIVER OAKS	1,213.19
Vendor VEN35936 - WINTER INDUSTRIES LLC Total:					1,213.19
Vendor: VEN31705 - WISCONSIN SCTF					
WISCONSIN SCTF	217056	08/10/2022	INV025039	8/11/22 BIWEEKLY PAYROLL 7/18/22-7/31/22	623.07
Vendor VEN31705 - WISCONSIN SCTF Total:					623.07
Vendor: VEN30736 - WOLD ARCHITECTS AND ENGINEERS, INC					
WOLD ARCHITECTS AND ENGI	217057	08/10/2022	80595	2022 CITY HALL REMODEL THRU 95% CONTRACT DOCUMENTS	2,500.00
Vendor VEN30736 - WOLD ARCHITECTS AND ENGINEERS, INC Total:					2,500.00
Vendor: VEN30771 - WOODBURY POLICE DEPARTMENT					
WOODBURY POLICE DEPART	216982	08/03/2022	20220803	REFUND PATC COURSE-LUCAS ROGERS	599.99
Vendor VEN30771 - WOODBURY POLICE DEPARTMENT Total:					599.99
Vendor: VEN24065 - XCEL ENERGY					
XCEL ENERGY	216983	08/03/2022	788449861	FIRE DEPT 6/12/22-7/12/22	619.91
XCEL ENERGY	216983	08/03/2022	788476867	CITY STREET LIGHTS 6/12/22-7/12/22	10,694.95
XCEL ENERGY	216983	08/03/2022	788478919	PUBLIC WORKS 6/12/22-7/12/22	3,327.69
XCEL ENERGY	217058	08/10/2022	790853323	PSCH ELECTRICITY & GAS 7/6/22-8/4/22	10,905.78
Vendor VEN24065 - XCEL ENERGY Total:					25,548.33
Vendor: VEN32213 - YOLEISY VALDES-GONZALES					
YOLEISY VALDES-GONZALES	13720	08/04/2022	31141	JULY LAWN CARE - CENTRAL FIRE	788.55
YOLEISY VALDES-GONZALES	13720	08/04/2022	31142	JULY LAWN CARE - CITY HALL	2,289.00
YOLEISY VALDES-GONZALES	13720	08/04/2022	31143	JULY LAWN CARE - HERO CENTER	1,104.60
YOLEISY VALDES-GONZALES	13720	08/04/2022	31149	JULY LAWN CARE - FIRE #4	515.55
Vendor VEN32213 - YOLEISY VALDES-GONZALES Total:					4,697.70
Vendor: VEN31242 - ZEROREZ-MINNEAPOLIS					
ZEROREZ-MINNEAPOLIS	216984	08/03/2022	563547	CARPET CLEANING-RIVER OAK	1,981.46
Vendor VEN31242 - ZEROREZ-MINNEAPOLIS Total:					1,981.46
Vendor: VEN26003 - ZYWIEC'S LANDSCAPE AND GARDEN CENTER					
ZYWIEC'S LANDSCAPE AND G	216985	08/03/2022	20220714	1 YARD - 1 1/2 RIVER ROCK-RIVER OAKS	55.58
ZYWIEC'S LANDSCAPE AND G	216985	08/03/2022	20220715	1/2 YARD - 1 1/2 RIVER ROCK-RIVER OAKS	27.79
Vendor VEN26003 - ZYWIEC'S LANDSCAPE AND GARDEN CENTER Total:					83.37
Grand Total:					1,273,809.67

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	224,951.19
210 - EQUIPMENT REPLACEMENT	-65.26
230 - SURFACE WATER MANAGEMENT	7,524.56
235 - SEALCOATING FUND	38,524.02
250 - ICE ARENA	6,848.00
255 - GOLF COURSE SPECIAL REVENUE FUND	112,316.62
285 - ECONOMIC DEVELOPMENT AUTHORITY	10,415.33
286 - ECONOMIC DEVELOPMENT TRUST	575.00
290 - HERO CENTER OPERATIONS	2,753.02
320 - TAX INCREMENT - UP NORTH	520.00
455 - 3M SETTLEMENT - MPCA	24,838.68
510 - FUTURE PROJECTS	10,389.04
515 - PARK CAPITAL IMPROVEMENT FUND	34,621.00
525 - MUNICIPAL BUILDING	4,713.60
528 - TIF 1-16	520.00
529 - TIF 1-15	520.00
532 - TIF 1-12 WESTSIDE	115,739.35
533 - TIF 1-8	520.00
534 - TIF 1-12	520.00
535 - TIF 1-20 NORTHPOINT	520.00
540 - TIF 1-17 Dominion	520.00
542 - TIF 1-18	4,561.62
568 - DEVELOPER PETITIONED PROJECTS	79,827.46
570 - PARK TRUST	13,591.80
575 - WATER CONNECT/AREA	19,110.78
580 - SEWER CONNECTION/AREA	1,023.50
585 - STORM CONNECTION/AREA	675.00
610 - WATER OPERATING	40,280.59
620 - SEWER OPERATING	15,762.46
630 - STREET LIGHTS	52,856.43
660 - SOUTH WASHINGTON COUNTY AMBUL	5,950.27
700 - SELF INSURANCE	4,381.37
710 - FLEET MAINTENANCE	46,357.37
720 - INFORMATION TECHNOLOGY	20,391.31
800 - INVESTMENTS	2,213.47
810 - DEVELOPER LETTER OF CREDIT	233,903.30
990 - PAYROLL FUND	135,138.79
Grand Total:	1,273,809.67

Account Summary

Account Number	Account Name	Payment Amount
100-00-9100-2034	COBRA INSURANCE	101.00
100-02-0110-4200	OFFICE SUPPLIES	20.00
100-02-0110-4210	OP SUPPLY-OTHER	95.22
100-02-0110-4340	PRINTING	55.00
100-02-0110-4401	DUES & SUBS	185.25
100-02-0110-4403	TRAVEL/TRAIN/CON	2,872.51
100-05-0300-4300	PROF SERVICES	15,892.50
100-08-0395-4340	PRINTING	5,375.37
100-08-0395-4434	SPECIAL EVENTS	18.42
100-09-2500-4210	OP SUPPLY-OTHER	277.97
100-09-2500-4272	OP SUP-BUILDINGS	277.61
100-09-2500-4305	FEES FOR SERVICE	2,471.66
100-09-2500-4360	UTILITIES	10,905.78
100-09-2500-4372	MAINT-REPAIR/BLD	2,009.41
100-09-2500-4380	RENTAL/LEASE	1,261.14
100-09-2500-4405	CLEAN/WASTE REMV	2,650.67

Account Summary

Account Number	Account Name	Payment Amount
100-10-1100-4300	PROF SERVICES	650.00
100-13-1000-3140	BUILDING PERMIT	216.00
100-13-1000-4210	OP SUPPLY-OTHER	55.00
100-13-1000-4300	PROF SERVICES	100.00
100-13-1000-4305	FEES FOR SERVICE	21.12
100-14-2040-4401	DUES & SUBS	182.50
100-14-2040-4403	TRAVEL/TRAIN/CON	250.00
100-21-0500-4210	OP SUPPLY-OTHER	3,275.24
100-21-0500-4211	MOTOR FUELS	40.52
100-21-0500-4217	CLOTHING/UNIFORM	1,412.87
100-21-0500-4305	FEES FOR SERVICE	272.20
100-21-0500-4372	MAINT-REPAIR/BLD	505.00
100-21-0500-4380	RENTAL/LEASE	662.12
100-21-0500-4401	DUES & SUBS	100.00
100-21-0500-4403	TRAVEL/TRAIN/CON	1,526.59
100-21-0500-4449	OTHER CONTRACT	43.81
100-21-0500-4530	MACH & EQUIPMENT	76,186.76
100-21-0537-4210	OP SUPPLY-OTHER	126.68
100-26-0800-4210	OP SUPPLY-OTHER	69.97
100-26-0800-4211	MOTOR FUELS	20.00
100-26-0800-4217	CLOTHING/UNIFORM	13,307.50
100-26-0800-4270	OP SUP-VEH/EQ	364.76
100-26-0800-4272	OP SUP-BUILDINGS	8.05
100-26-0800-4300	PROF SERVICES	424.00
100-26-0800-4305	FEES FOR SERVICE	1,478.46
100-26-0800-4310	COMMUNICATION	291.84
100-26-0800-4360	UTILITIES	3,227.79
100-26-0800-4370	MAINT-REPAIR/EQ	816.65
100-26-0800-4372	MAINT-REPAIR/BLD	637.50
100-26-0800-4380	RENTAL/LEASE	235.10
100-26-0800-4405	CLEAN/WASTE REMV	1,510.85
100-26-0800-4449	OTHER CONTRACT	264.00
100-31-1200-4217	CLOTHING/UNIFORM	12.26
100-31-1200-4231	SMALL TOOLS	87.08
100-31-1200-4271	OP SUP-OTHER IMP	23,805.00
100-31-1200-4300	PROF SERVICES	328.00
100-31-1200-4305	FEES FOR SERVICE	100.00
100-31-1200-4380	RENTAL/LEASE	695.00
100-32-1260-4210	OP SUPPLY-OTHER	1,331.98
100-35-2005-4210	OP SUPPLY-OTHER	26.80
100-35-2005-4272	OP SUP-BUILDINGS	164.82
100-35-2005-4305	FEES FOR SERVICE	142.07
100-35-2005-4340	PRINTING	51.50
100-35-2005-4360	UTILITIES	3,327.69
100-35-2005-4372	MAINT-REPAIR/BLD	2,010.42
100-35-2005-4380	RENTAL/LEASE	1,391.03
100-35-2005-4405	CLEAN/WASTE REMV	522.41
100-36-2200-4210	OP SUPPLY-OTHER	538.28
100-36-2200-4217	CLOTHING/UNIFORM	319.00
100-36-2200-4231	SMALL TOOLS	129.00
100-41-1500-4209	OP SUPPLIES-CLEN	221.35
100-41-1500-4210	OP SUPPLY-OTHER	4,823.75
100-41-1500-4211	MOTOR FUELS	119.71
100-41-1500-4212	LUB/ADD	49.54
100-41-1500-4216	FERTILIZER/CHEM	1,287.60
100-41-1500-4217	CLOTHING/UNIFORM	740.93
100-41-1500-4272	OP SUP-BUILDINGS	1,897.14
100-41-1500-4305	FEES FOR SERVICE	4,396.37

Account Summary

Account Number	Account Name	Payment Amount
100-41-1500-4311	POSTAGE	5.10
100-41-1500-4340	PRINTING	51.50
100-41-1500-4372	MAINT-REPAIR/BLD	10,070.00
100-41-1500-4380	RENTAL/LEASE	6,712.14
100-41-1500-4405	CLEAN/WASTE REMV	192.33
100-41-1516-4210	OP SUPPLY-OTHER	1,008.34
100-51-2300-4200	OFFICE SUPPLIES	9.92
100-51-2300-4210	OP SUPPLY-OTHER	329.66
100-51-2300-4310	COMMUNICATION	96.11
100-51-2300-4380	RENTAL/LEASE	77.59
100-51-2300-4434	SPECIAL EVENTS	2,040.38
100-51-2300-4435	LEAGUE PROGRAMS	3,087.00
210-00-9210-4530	MACH & EQUIPMENT	-65.26
230-60-3200-4300	PROF SERVICES	716.31
230-60-3200-4301	ENGINEERING SVS	919.01
230-60-3200-4305	FEES FOR SERVICE	3,920.00
230-61-3260-4305	FEES FOR SERVICE	295.49
230-61-3260-4311	POSTAGE	472.45
230-61-3260-4321	DATA PROCESSING	910.00
230-61-3260-4340	PRINTING	291.30
235-00-1217-4301	ENGINEERING SVS	7,727.42
235-00-1217-4371	MAINT-REPAIR/OTH	30,796.60
250-77-3700-4210	OP SUPPLY-OTHER	24.92
250-77-3700-4270	OP SUP-VEH/EQ	1,461.69
250-77-3700-4272	OP SUP-BUILDINGS	287.11
250-77-3700-4310	COMMUNICATION	178.48
250-77-3700-4341	ADVER/PUBLISH	583.00
250-77-3700-4370	MAINT-REPAIR/EQ	79.80
250-77-3700-4372	MAINT-REPAIR/BLD	1,253.45
250-77-3700-4380	RENTAL/LEASE	75.70
250-77-3700-4401	DUES & SUBS	85.73
250-77-3700-4405	CLEAN/WASTE REMV	65.79
250-77-3700-4436	PROSHOP RESALE	502.98
250-77-3700-4438	VENDING RESALE	1,004.03
250-77-3740-4438	CONCESSIONS RESALE	1,245.32
255-53-2100-4210	OP SUPPLY-OTHER	3,939.84
255-53-2100-4217	CLOTHING/UNIFORM	1,434.24
255-53-2100-4305	FEES FOR SERVICE	5,007.76
255-53-2100-4341	ADVER/PUBLISH	525.89
255-53-2100-4372	MAINT-REPAIR/BLD	73.00
255-53-2100-4405	CLEAN/WASTE REMV	91.52
255-53-2100-4438	PRO/MISC RESALE	2,762.58
255-55-2105-4210	OP SUPPLY-OTHER	385.22
255-55-2105-4211	MOTOR FUELS	1,487.86
255-55-2105-4216	FERTILIZER/CHEM	2,499.76
255-55-2105-4270	OP SUP-VEH/EQ	2,794.46
255-55-2105-4271	OP SUP-OTHER IMP	196.01
255-55-2105-4300	PROF SERVICES	68,240.00
255-55-2105-4305	FEES FOR SERVICE	1,244.66
255-55-2105-4372	MAINT-REPAIR/BLD	1,213.19
255-55-2105-4380	RENTAL/LEASE	120.00
255-55-2105-4405	CLEAN/WASTE REMV	225.00
255-55-2105-4449	OTHER CONTRACT	250.86
255-56-2140-4210	OP SUPPLY-OTHER	1,407.42
255-56-2140-4305	FEES FOR SERVICE	4,587.75
255-56-2140-4341	ADVER/PUBLISH	480.00
255-56-2140-4371	MAINT-REPAIR/OTH	186.70
255-56-2140-4380	RENTAL/LEASE	145.14

Account Summary

Account Number	Account Name	Payment Amount
255-56-2140-4401	DUES & SUBS	16.10
255-56-2140-4405	CLEAN/WASTE REMV	183.08
255-56-2140-4436	CONCESSION RESAL	7,112.71
255-56-2140-4438	PRO/MISC RESALE	183.45
255-56-2140-4439	LIQUOR - RESALE	5,522.42
285-12-1135-4300	PROF SERVICES	925.00
285-12-1135-4305	FEES FOR SERVICE	6,250.00
285-12-1135-4401	DUES & SUBS	32.00
285-12-1135-4434	SPECIAL EVENTS	1,250.43
285-12-1150-4210	OP SUPPLY-OTHER	24.67
285-12-1150-4311	POSTAGE	437.03
285-12-1150-4434	SPECIAL EVENTS	10.00
285-12-9285-2220	DUE TO OTHER GOV	1,486.20
286-12-9286-4300	PROF SERVICES	575.00
290-00-2900-2310	DEPOSITS PAYABLE	599.99
290-00-2900-4305	FEES FOR SERVICE	1,194.60
290-00-2900-4310	COMMUNICATION	155.40
290-00-2900-4311	POSTAGE	4.99
290-00-2900-4321	DATA PROCESSING	30.00
290-00-2900-4341	ADVER/PUBLISH	309.70
290-00-2900-4372	MAINT-REPAIR/BLD	85.49
290-00-2900-4380	RENTAL/LEASE	322.31
290-00-2900-4405	CLEAN/WASTE REMV	50.54
320-00-9320-4300	PROF SERVICES	520.00
455-00-7221-4551	PROJECT-ENGINEER	9,668.75
455-00-7222-4551	PROJECT-ENGINEER	1,722.50
455-00-7232-4551	PROJECT-ENGINEER	5,766.48
455-00-7233-4551	PROJECT-ENGINEER	3,711.95
455-00-7243-4551	PROJECT-ENGINEER	1,477.50
455-00-7245-4551	PROJECT-ENGINEER	2,491.50
510-00-6489-4305	FEES FOR SERVICE	6,752.68
510-00-6574-4551	PROJECT-ENGINEER	3,636.36
515-00-9515-4300	PROF SERVICES	1,500.00
515-00-9515-4540	OTHER CAP OUTLAY	33,121.00
525-00-9525-4300	PROF SERVICES	2,500.00
525-00-9525-4559	PROJECT-OTHER	2,213.60
528-00-9528-4300	PROF SERVICES	520.00
529-00-9529-4300	PROF SERVICES	520.00
532-00-6495-4308	PAY AS YOU GO PAYMEN	115,739.35
533-00-9533-4300	PROF SERVICES	520.00
534-00-9534-4300	PROF SERVICES	520.00
535-00-9535-4300	PROF SERVICES	520.00
540-00-9540-4300	PROF SERVICES	520.00
542-00-9542-4300	PROF SERVICES	520.00
542-00-9542-4308	PAY AS YOU GO PAYMEN	4,041.62
568-00-6625-4550	PROJECT-CONTRACT	15,017.35
568-00-6625-4551	PROJECT-ENGINEER	246.61
568-00-6629-4551	PROJECT-ENGINEER	96.00
568-00-6700-4551	PROJECT-ENGINEER	64,467.50
570-00-9570-4210	OP SUPPLY-OTHER	338.30
570-00-9570-4300	PROF SERVICES	1,000.00
570-00-9570-4540	OTHER CAP OUTLAY	12,253.50
575-00-7220-4551	PROJECT-ENGINEER	10,547.72
575-00-7250-4551	PROJECT-ENGINEER	291.61
575-00-9575-4301	ENGINEERING SVS	8,271.45
580-00-7246-4551	PROJECT-ENGINEER	1,023.50
585-00-9585-4302	LEGAL SERVICE	675.00
610-70-3000-4210	OP SUPPLY-OTHER	10,170.74

Account Summary

Account Number	Account Name	Payment Amount
610-70-3000-4211	MOTOR FUELS	131.00
610-70-3000-4216	FERTILIZER/CHEM	3,885.98
610-70-3000-4217	CLOTHING/UNIFORM	211.96
610-70-3000-4231	SMALL TOOLS	144.63
610-70-3000-4300	PROF SERVICES	7,612.50
610-70-3000-4301	ENGINEERING SVS	8,848.75
610-70-3000-4310	COMMUNICATION	215.77
610-70-3000-4371	MAINT-REPAIR/OTH	985.00
610-70-3000-4530	MACH & EQUIPMENT	192.26
610-71-3060-4305	FEES FOR SERVICE	1,182.00
610-71-3060-4311	POSTAGE	1,893.00
610-71-3060-4321	DATA PROCESSING	3,641.00
610-71-3060-4340	PRINTING	1,166.00
620-00-9620-1191	A/R-UTILITY	104.51
620-80-3100-4231	SMALL TOOLS	139.96
620-80-3100-4300	PROF SERVICES	7,612.50
620-80-3100-4403	TRAVEL/TRAIN/CON	23.49
620-81-3160-4305	FEES FOR SERVICE	1,182.00
620-81-3160-4311	POSTAGE	1,893.00
620-81-3160-4321	DATA PROCESSING	3,641.00
620-81-3160-4340	PRINTING	1,166.00
630-75-1400-4210	OP SUPPLY-OTHER	9,901.60
630-75-1400-4231	SMALL TOOLS	499.00
630-75-1400-4305	FEES FOR SERVICE	296.00
630-75-1400-4311	POSTAGE	473.00
630-75-1400-4321	DATA PROCESSING	910.48
630-75-1400-4340	PRINTING	291.00
630-75-1400-4360	UTILITIES	10,694.95
630-75-1400-4371	MAINT-REPAIR/OTH	26,690.40
630-75-1400-4438	PRO/MISC RESALE	3,100.00
660-24-0330-4305	FEES FOR SERVICE	5,292.00
660-24-0600-4210	OP SUPPLY-OTHER	658.27
700-00-9700-4144	HEALTH INSURANCE	1,073.83
700-00-9700-4300	PROF SERVICES	1,085.00
700-00-9700-4434	SPECIAL EVENTS	990.00
700-00-9700-4733	CLAIM-NONCITY PR	1,232.54
710-33-1700-4210	OP SUPPLY-OTHER	630.60
710-33-1700-4217	CLOTHING/UNIFORM	64.60
710-33-1700-4270	OP SUP-VEH/EQ	10,696.80
710-33-1700-4305	FEES FOR SERVICE	52.45
710-33-1700-4321	DATA PROCESSING	62.32
710-33-1700-4370	MAINT-REPAIR/EQ	9,333.56
710-33-1700-4401	DUES & SUBS	770.00
710-33-1710-4211	MOTOR FUELS	21,297.84
710-33-1710-4305	FEES FOR SERVICE	383.78
710-33-1720-4210	OP SUPPLY-OTHER	2,519.33
710-33-1720-4231	SMALL TOOLS	546.09
720-07-0380-4280	CAPITAL OUTLAY <\$5,00	2,255.00
720-07-0380-4310	COMMUNICATION	7,894.43
720-07-0380-4321	DATA PROCESSING	10,030.63
720-07-0380-4370	MAINT-REPAIR/EQ	211.25
800-00-9800-3810	INVEST INTEREST	2,213.47
810-00-8217-2310	DEPOSITS PAYABLE	63,790.00
810-00-9810-2310	DEPOSITS PAYABLE	170,113.30
990-05-9990-2010	PERA	111,298.07
990-05-9990-2035	LIFE INS-WITHHLD	2,611.76
990-05-9990-2037	CHILD SUPPORT	677.51
990-05-9990-2038	UNION DUES	3,945.00

Account Summary

Account Number	Account Name	Payment Amount
990-05-9990-2043	DEFERRED COMP	13,748.62
990-05-9990-2047	long term disabl	2,857.83
Grand Total:		1,273,809.67

Project Account Summary

Project Account Key	Payment Amount
None	1,273,809.67
Grand Total:	1,273,809.67

PAYROLL CHECK REGISTER

Biweekly PE 07/31/22 – CK 08/11/22 - \$446,251.83

Mayor/Council July CK 08/11/2022 - \$1803.06



City Council Action Request

11A

Meeting Date	8/17/2022	
Department	Community Development	
Agenda Category	Regular Agenda	
Title	Cottage Grove Logistics Park (NorthPoint Development) – Phase 1a	
Staff Recommendation	1. Adopt Resolution 2022-111 approving the Final Plat for Cottage Grove Logistics Park Second Addition and the Cottage Grove Logistics Park Phase 1a Site Plan for construction of approximately 520,000 square feet of warehouse, light manufacturing, distribution, and office space. 2. Approve the Cottage Grove Logistics Park Development Agreement with NP BGP Cottage Grove Logistics park, LLC. 3. Adopt Resolution 2022-112 approving the Cottage Grove Logistics Park Development Plans dated June 20, 2022, prepared by Kimley-Horn and Associates.	
Budget Implication	N/A	
Attachments	CG Logistics Park Phase 1a CC Memo.tif	48.31MB
	CG Logistics Park Phase 1a Resolution-Final Plat & Site Plan.tif	22.75MB
	CG Logistics Park Phase 1a Final Plat.tif	1.4MB
	CG Logistics Park Phase 1a Development Agreement.tif	49.13MB
	CG Logistics Park Phase 1a Resolution-Plans & Specs.tif	3.6MB
	CG Logistics Park Phase 1a Development Plans.tif	55.39MB
	CG Logistics Park Phase 1a Res 2021-166 Master Site Plan.tif	928.4KB
	CG Logistics Parks Phase 1a Engineering Review Letter.tif	4.43MB

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

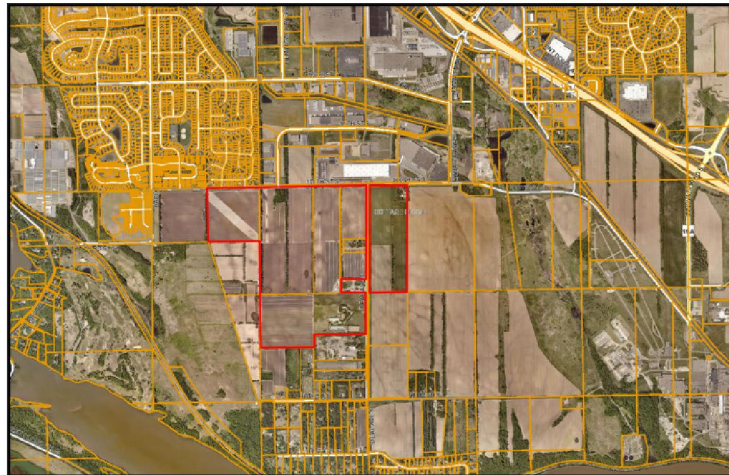
FROM: Emily Schmitz, Senior Planner

DATE: August 11, 2022

RE: Cottage Grove Logistics Park (NorthPoint Development) – Phase 1a Site Plan

Proposal

NorthPoint Development (NP CG Logistics, LLC) submitted a Site Plan Review application for a project on 29.18 acres of land located south of 100th Street for Phase 1a of the Cottage Grove Logistics Master Site Plan with proposed construction of Building 3 (520,000 square feet) for warehouse, manufacturing, distribution, and office space.



Location Map

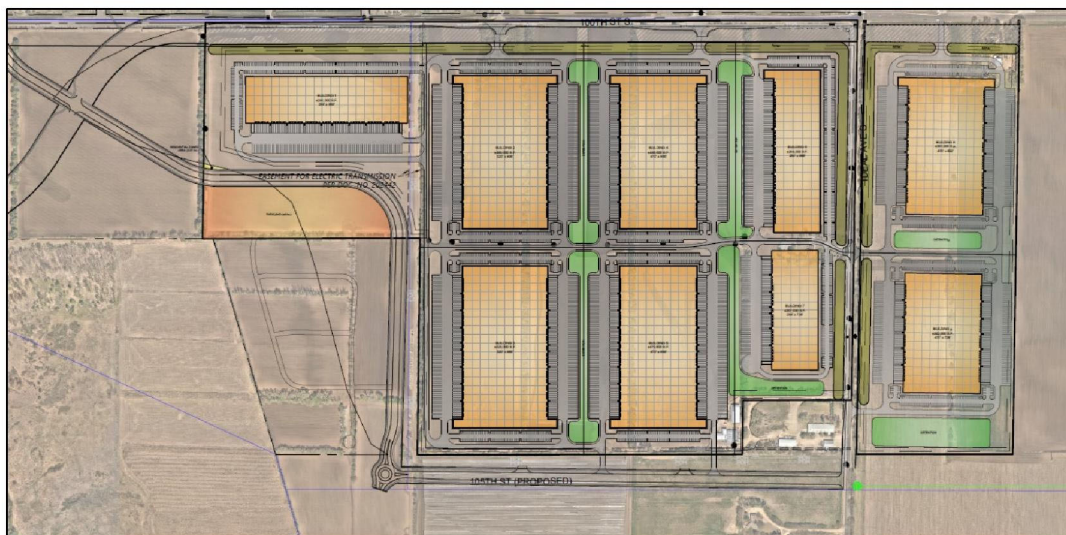
Review Schedule

Application Received: July 29, 2022
Acceptance of Completed Application: June 29, 2022
Planning Commission Date: July 25, 2022
City Council Date: August 17, 2022
60-Day Review Deadline: August 29, 2022

Background

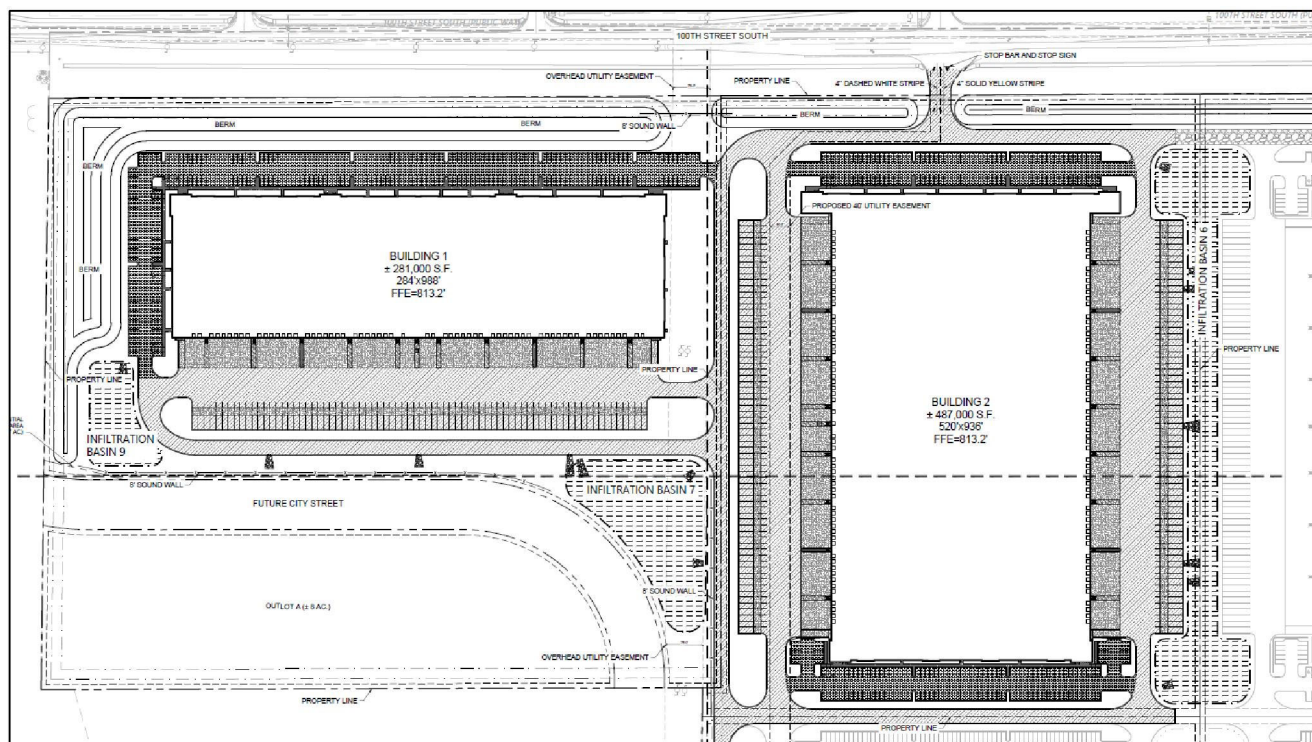
NorthPoint Development (Developer), a Kansas City based development company, received Master Site Plan approval in December 2021. The Master Site Plan (Resolution No. 2021-166) for the Cottage Grove Logistics Park consists of approximately 252 acres of land encompassing an assemblage of six separately owned parcels. The Master Site Plan approved nine separate warehouse, manufacturing, distribution, and office space buildings. The Developer proposed a phased development, and therefore requires a site plan to be reviewed and approved for each

proposed phase of development of the Cottage Grove Logistics Park to ensure the proposed phase aligns with the approved Master Site Plan.



Master Site Plan – Cottage Grove Logistics Park

The Developer submitted a site plan application and received approval for the first phase of the development in April 2022 (Resolution No. 2022-058). Phase 1 of the development includes Buildings 1 and 2, a total of 700,000 square feet of warehouse, distribution, and office space. Phase 1 also required a final plat creating the two separate parcels for each of the buildings as well as construction of 105th Street, and the 100th Street and Ideal Avenue improvements. Grading began in the spring of 2022, and the Developer is working towards completion of Phase 1 in late 2022.

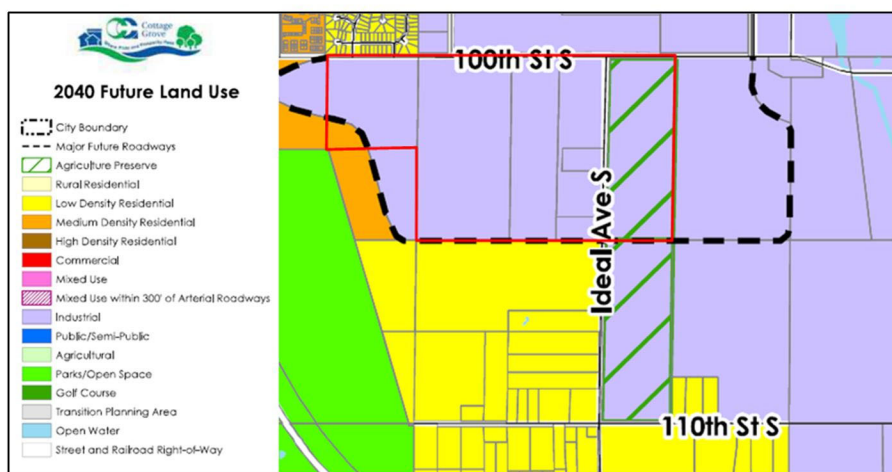


Phase 1 Site Plan

Planning Considerations

Comprehensive Plan – Future Land Use Designation

The City's approved 2040 Comprehensive Plan guides all proposed properties involved in the proposed Cottage Grove Logistics Park Master Site Plan as Industrial; therefore, the proposed Phase 1a Site Plan use is consistent with the guided land use.



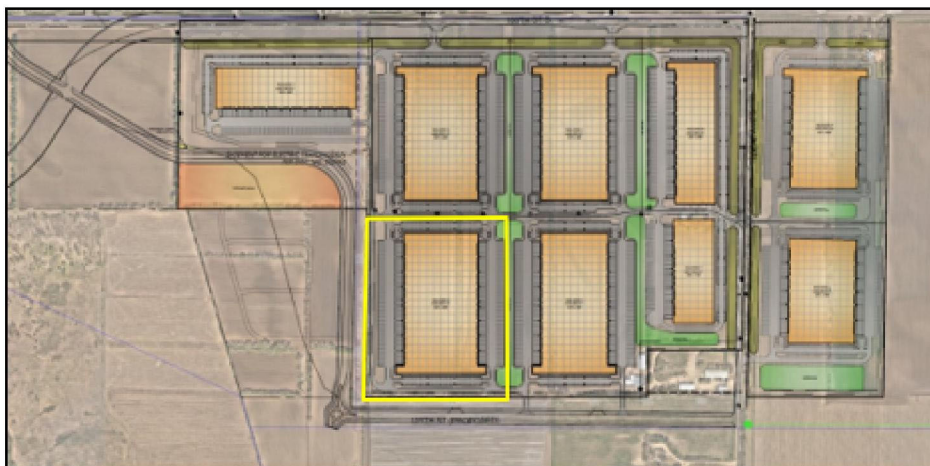
2040 Land Use Map

Zoning

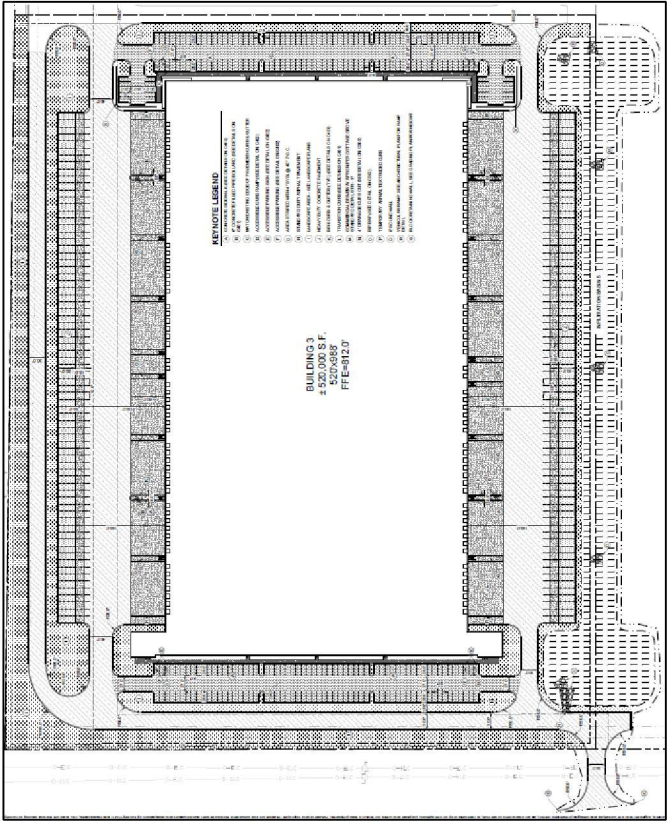
Part of the Master Site Plan approvals included rezoning of parcels proposed to be included in the site plan area. The six separate parcels within the assemblage were rezoned from AG-1, Agriculture Preservation, or AG-2, Agricultural, to I-2, General Industry, with a PUD, Planned Unit Development. The approved PUD overlay allows for flexibility in land development for a more efficient and effective use of the land including loading docks to face a public right-of-way and flexibility in building height. The proposed warehousing, manufacturing, distribution, and office uses within Phase 1a are permitted uses within the I-2 zoning district.

Phase 1a Site Plan

The applicant is proposing a site plan review for Phase 1a of the Master Site Plan area. This phase includes one building (Building 3) at a total of 520,000 square feet.



Building 3 Location



Building 3 Site Plan

Setbacks

The minimum front, rear, and parking setbacks for the I-2 zoning district have all been met with the proposed Phase 1a Site Plan.

Front yard setback	Side yard setback interior	Side yard setback adjacent to an R district	Side yard adjacent to a street	Rear yard setback	Rear yard adjacent to an R district	Building height
40 feet	40 feet	125 feet	80 feet	60 feet	100 feet	45 feet

Height

City Code requires a maximum building height of 45 feet; however, the approved PUD provides flexibility in building heights ranging from 48.6 feet to 51 feet. The proposed heights allow for stacking of materials, which is typical of distribution operations. The proposed height of Building 3 in Phase 1a will be required to align with the previously approved building heights within the City’s Business Park.

Architecture

The conditions of approval for the PUD require that all buildings within the PUD and Master Site Plan area shall be constructed of complementary materials. The City’s Zoning Code requires new structures within commercial and industrial districts to be composed of at least 65 percent Class 1 materials as outlined in the Zoning Code (brick, stone, glass) as well as a variation of materials

every 100 feet of wall length. The buildings within Phase 1a are proposed to be Class A tip-up panels, glazing along all sides, brick, and canopies at each corner or main building entrance. The proposed materials provide a variation every 100 feet and increased visual impact from public rights-of-way. Proposed elevation example below:



Cottage Grove Logistics Park Building Rendering

Parking

The Developer's Master Plan requires the Developer to meet the City's minimum parking standards for warehouse/manufactured uses (1 space per 2,000 square feet of building area). The Phase 1a parking is proposed to provide the following parking spaces consistent with the minimum required spaces per the approved Master Site Plan:

	Building 3
Required Parking	257
Proposed Parking	276

Given the property lines are proposed within parking and access drive areas, an agreement shall be in place to ensure the parking/drive aisle areas are maintained equally by current and/or future property owners.

Tree Preservation

As with all developments within the City of Cottage Grove, a tree inventory is required to be completed identifying all qualifying trees on the development site and indicating which are proposed to be removed. The Developer completed an individual tree inventory as part of the Master Site Plan process.

Total existing inches	Permitted removal threshold	Inches permitted to be removed	Inches removed	Excess inches removed	Replacement rate	Total replacement inches required	Replacement inches proposed – Phase 1	Replacement inches proposed – Phase 1a	Remaining replacement inches
27,906	60%	16,743	24,957	8,214	50%	4,107	376	311	3,420

The Developer is proposing to replace mitigation inches as part of the Phase 1a. The remaining mitigation inches will be required to be planted on site as part of future phases. If at such time the final phase of the Master Site Plan is proposed and all mitigation has not been planted on site, cash in lieu of for remaining mitigation inches will be required to be paid at the current mitigation fee value.

The Developer, as part of the first phase, planted 376 mitigation inches on the site, leaving 3,980 inches to mitigate throughout the remainder of the master site plan build out. Replacement inches proposed as part of Phase 1a is 311 inches leaving 3,420 inches remaining to be mitigated throughout the master site plan area.

Landscaping

City Zoning Code Title 11-6-20 requires the following minimum landscape requirements:

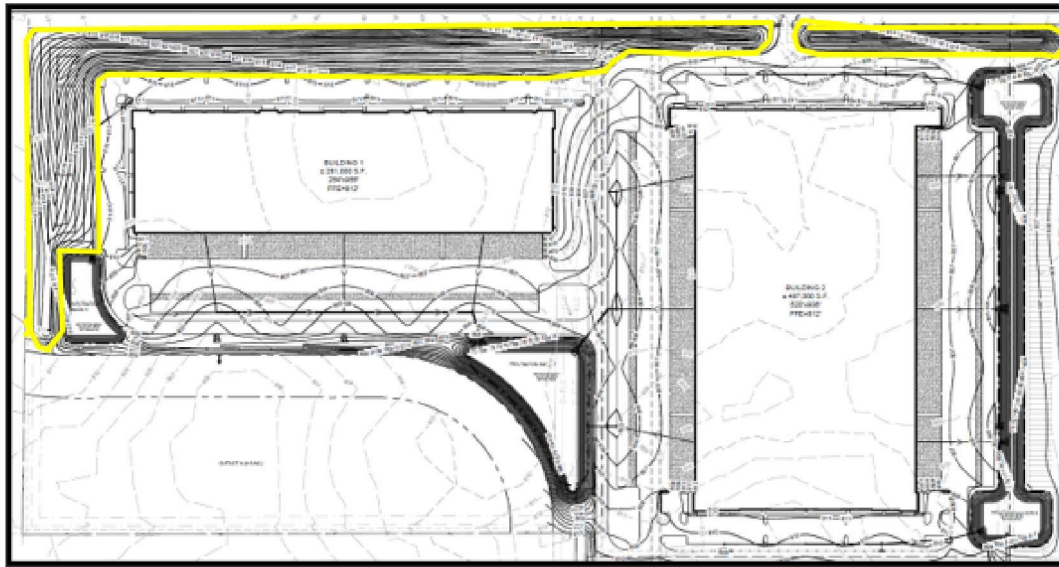
- 15 percent of the proposed developed space to be dedicated green space in a commercial or industrial development
 - The Developer is proposing 19.7 percent green/open space within the Phase 1 site plan area.
- 8 percent green space within parking islands and bump outs.
 - The Developer is proposing 10.9 percent of parking islands and bump outs to be landscaped.
- Building perimeter landscaping on building sides facing a public street or parking lot.
 - The Developer has proposed building perimeter landscaping on all sides of Building 3 that face public rights of way and are not proposed with loading docks.

In addition, the Developer is proposing to plant the minimum required landscape plantings required per the City's Zoning Code:

	Required	Proposed
Deciduous	171	206
Coniferous	160	160
Shrubs	478	513

Screening

The Developer has proposed several screening measures for the entire Master Site Plan area. Berming as part of the first phase of development was constructed adjacent to 100th Street and along the western edge of Phase 1 (Building 1).



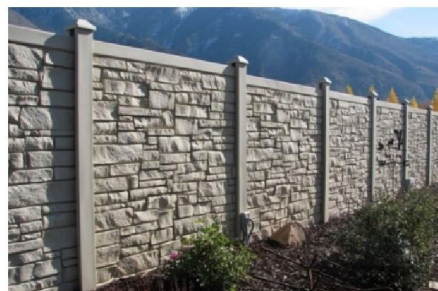
Proposed Phase 1 Berms

Given the location of Building 3, which is adjacent to Xcel Energy's power line easement areas, no additional berming will be constructed with Phase 1a in order to avoid impacts to the lines on the south and west sides.

Noise

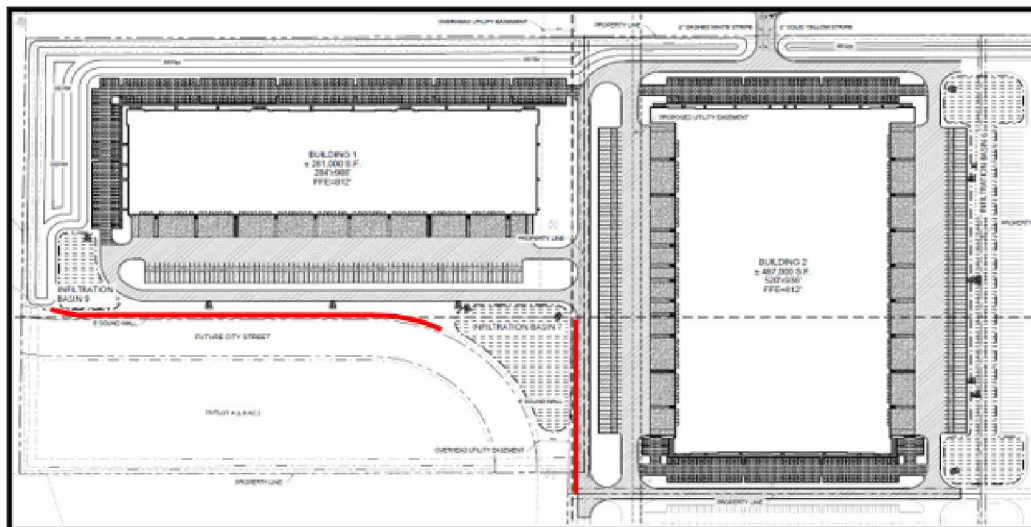
After concerns heard at each of the neighborhood meetings as part of the Master Site Plan review process, the Developer adjusted several components of their Master Site Plan to provide additional mitigation measures to prevent off-site noise:

1. The Developer plans to install berming, up to ten feet in height, on the north and east property lines when adjacent buildings are being constructed. Additional landscape plantings will be installed on the berming as well.
2. The Developer conducted a noise study at the boundary of the proposed Master Site Plan area. The average dB(A) currently at the site ranged between 51.9 and 56.4 dB(A). The Developer has indicated noise on the site is not anticipated to exceed 60 dB(A) at the property lines, meeting Minnesota State Statute minimum requirements.
3. The Developer is also proposing construction of a sound wall along the southerly and westerly boundary of the site to block additional noise pollution to the residential parcels to the south. Staff recommends additional landscape screening/landscaping along the proposed sound wall.

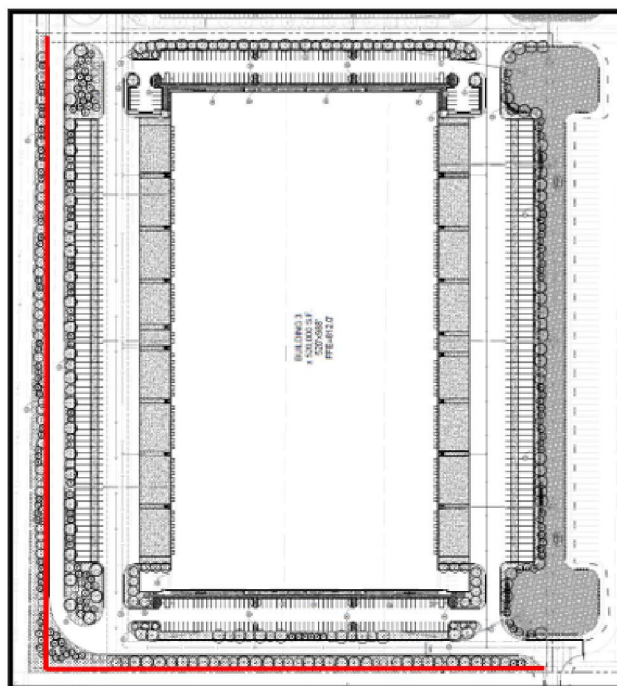


Sound Wall Example

The Developer constructed a portion of the sound wall on the south side of Building 1 and the west side of Building 2 as part of their first phase. Additional sound wall will be constructed along the west and south sides of Building 3 as part of Phase 1a.



Phase 1 Sound Wall Proposed Location



Phase 1a Sound Wall Proposed Location

Lighting

Per the City's Ordinance, no more than 0.5-foot candle of light shall spill at the property lines abutting residential districts and no more than 1.0-foot candles measured at the property lines abutting commercial or industrial parcels adjacent to the Master Site Plan area. Lighting proposed as part of Phase 1a is downward directed and does not exceed 0.5-foot candle at any of the property lines. The photometric plan submitted by the applicant for the Master Site Plan area meets the City's minimum ordinance requirements.

Signage

The Developer has indicated signage is proposed at build out for tenant spaces; therefore, signs will be reviewed as part of building permit submittals. All signage, including monument, directional, and wall signs, shall be consistent with existing signs in the Cottage Grove Business Park.

Traffic/Site Access

All adjacent required public improvements are being completed in conjunction with the construction of Buildings 1 and 2 of the Cottage Grove Logistics Park. At this time, the Developer is not proposing a use for Building 3 with a greater traffic impact than that contemplated in the original traffic study provided as part of the overall Master Site Plan. A revised traffic study will be required if at the time of built-to-suit permits are applied for that the proposed tenant has a projected trip generation exceeds that which was modeled in the original traffic study.

Utilities

As part of the construction of 105th Street with Phase 1, the 18-inch trunk watermain has been extended to the 105th Street future roundabout following the City's water supply plan. Connection to this watermain has been completed and will be extended around Building 3 to provide the required looping. Connection to the sanitary sewer along 105th Street to service this building was also completed with Phase 1.

While the watermain and sanitary sewer within the site will be privately owned and maintained by the Developer, City Public Works staff will be granted access to the Cottage Grove Logistics Park through the Development Agreement for annual hydrant flushing. Drainage and utility easements have been provided over the water main and sanitary sewer, except for any private irrigation or building services, so in the event the Developer chooses to sell portions of the development to another entity, the City may take over ownership of each of the systems. A private maintenance agreement will be executed between the City and the Developer for maintenance of the private systems.

Surface Water Management/Grading

The site grading for the project is proposed to meet the surface water management requirements established by the State, Watershed District, and the City's Surface Water Management Plan. Storm sewer will be extended from parking areas within the development to the privately owned and maintained stormwater basins within the Master Site Plan. The Developer will enter into a maintenance agreement for private stormwater infrastructure.

The stormwater management plan was submitted and reviewed by the City's engineering staff, and their comments are included in the plan review memo dated July 14, 2022. The Developer's engineering consultant will continue to work with the City Engineer to address the surface water management plan and drainage design.

Park

The City's Zoning Code requires dedication of 10 percent of development area as park and/or open space. Total park dedication for the Master Site Plan area is 25.52 acres. The Developer dedicated Outlot A to the City as part of Phase 1. The remaining required dedication for the Master Site Plan area will be paid in cash per acreage of each phase as outlined in the development agreement. The City will require the payment prior to the release of the final plat for Phase 1a as outlined in a development agreement.

Development Fees

The applicant would be required to pay area charges and connection fees per phase of development. These fees will be calculated and required to be paid prior to recording of the final plat.

Public Hearing Notices

The public hearing notice was published in the St. Paul Pioneer Press and mailed to 236 property owners within 500 feet of the property as well as the River Acres Neighborhood on July 13, 2022.

Planning Commission Meeting

The City's Planning Commission reviewed and held a public hearing for the Phase 1a Site Plan request at their July 25, 2022 meeting. No one spoke for or against the item. The Commission unanimously (7-to-0 vote) recommended approval of the request.

Recommendation

The City Council is recommended to take the following actions:

1. Adopt a resolution approving the Final Plat for Cottage Grove Logistics Park Second Addition and the Cottage Grove Logistics Park Phase 1a Site Plan for construction of approximately 520,000 square feet of warehouse, light manufacturing, distribution, and office space.
2. Approve the Cottage Grove Logistics Park Development Agreement with NP BGP Cottage Grove Logistics park, LLC.
3. Adopt a resolution approving the Cottage Grove Logistics Park Development Plans dated June 20, 2022, prepared by Kimley-Horn and Associates.

Attachments:

- Cottage Grove Logistics Park Second Addition Final Plat
- Cottage Grove Logistics Park, Phase 1a, Development Agreement
- Cottage Grove Logistics Park, Phase 1a, Development Plans dated June 29, 2022
- Resolution 2021-166 (Cottage Grove Logistics Park Preliminary Plat and Master Site Plan)
- Engineering Review Letter dated July 14, 2022

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2022-111

A RESOLUTION APPROVING A SITE PLAN REVIEW FOR PHASE 1A; CONSTRUCTION OF APPROXIMATELY 520,000 SQUARE FEET OF WAREHOUSE, DISTRIBUTION, MANUFACTURING, AND OFFICE BUILDING SPACE; AND A FINAL PLAT CREATING ONE DEVELOPMENT PARCEL AND ONE OUTLOT TO BE CALLED COTTAGE GROVE LOGISTICS PARK SECOND ADDITION

WHEREAS, NorthPoint Development, LLC, submitted the following applications:

- A. A Site Plan Review for the Cottage Grove Logistics Park Phase 1a for construction of approximately 520,000 square feet of warehouse, light manufacturing, distribution, and office space.
- B. A Final Plat to be called Cottage Grove Logistics Park Second Addition.

WHEREAS, the proposed Cottage Grove Logistics Park Phase 1 development would be located south of 100th Street, east and west of Ideal Avenue south, legally described as:

Outlot B, COTTAGE GROVE LOGISTICS PARK, according to the recorded plat thereof, Washington County, Minnesota.

WHEREAS, the Planning Commission held a public hearing on October 25, 2021 on the zoning amendment to change the zoning of the property from AG-1, Agricultural Preservation, and AG-2, Agricultural, to I-2, General Industry, with a PUD, Planned Unit Development; the Cottage Grove Logistics Park master site plan, minor subdivision, and preliminary plat; and

WHEREAS, the Planning Commission unanimously (7-to-0 vote) recommended approval of the zoning amendment, master site plan, preliminary plat, and minor subdivision on October 25, 2021, subject to certain conditions; and

WHEREAS, the City Council adopted Ordinance No. 1050 on December 15, 2021, which rezoned approximately 252 acres of land from AG-1, Agricultural Preservation, and AG-2, Agricultural, to I-2, General Industry, with a PUD, Planned Unit Development; and

WHEREAS, the City Council adopted Resolution 2021-166 at their December 15, 2021 meeting approving the Cottage Grove Logistics Park master site plan, minor subdivision, and preliminary plat; and

WHEREAS, the City Council adopted Resolution 2022-058 at their April 6, 2022 meeting approving the Phase 1 site plan of the Cottage Grove Logistics Park Master Site Plan; and

WHEREAS, a planning staff report, which detailed specific information on the property and the application request was prepared and presented; and

WHEREAS, the Planning Commission held the public hearing for the Cottage Grove Logistics Park Phase 1a Cottage Grove Logistics Park site plan on July 25, 2022; and

WHEREAS, the public hearing was open for public testimony and testimony from the applicant and the public was received and entered into the public record; and

WHEREAS, the Planning Commission, unanimously (7-to-0 vote) recommended that the City Council approve the site plan review application for the proposed Phase 1a of the Cottage Grove Logistics Park development.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Cottage Grove, Washington County, Minnesota, hereby approves the site plan review for the proposed construction of approximately 520,000 square feet of warehouse, manufacturing, distribution, and office space and a final plat to be called Cottage Grove Logistics Park Second Addition creating one developable lot and one outlot, on property legally described above.

BE IT FURTHER RESOLVED, the City Council of the City of Cottage Grove, Washington County, Minnesota, approves the final plat, Phase 1a development agreement and development plans subject to the following conditions of approval:

1. All conditions of approval within Resolution 2021-166 shall be complied with.
2. The Developer is permitted to construct approximately 520,000 square feet of warehouse, light manufacturing, distribution, and office space within the Phase 1a site plan area. A 10 percent increase in square footage may be approved upon administrative review and approval by the Community Development Director.
3. The Phase 1a Site Plan approval shall expire one year from the date of City Council approval unless a building permit has been requested or a time extension has been granted by City Council.
4. Permitted, conditional, and accessory uses within the Planned Unit Development shall be consistent with the underlying zoning districts except that uses as reviewed and approved by the Community Development Director may be permitted.
5. The Developer shall be responsible for dedication of or cash in lieu of 10 percent of the developable area of the proposed Master Site Plan for park and open space. The Developer is dedicated approximately 7.95 acres of land for park and open space as part of their Phase 1. Additional required park dedication will be calculated per Phase 1a of the Master Site Plan area and outlined in the Development Agreement for each phase.
6. The Developer and/or landowner shall be responsible at any time for the maintenance and upkeep of the proposed sound wall on the south and west side of building 3.
7. The Developer shall be responsible for installing sod and irrigation within the berm and landscaped areas of the Phase 1a site plan area. The development shall mow and maintain all site boulevards to the curb line of public streets.
8. All HVAC and other roof- or ground-mounted equipment shall be hidden from view with materials that match materials and colors used on the building.

9. No exterior storage shall be permitted within the Phase 1a site plan area.
10. A right-of-way permit shall be required for work performed within the City or County right-of-way.
11. A maintenance agreement shall be required for all proposed private stormwater ponding, interior lighting, and private utilities within the site and recorded with the Phase 1a final plat.
12. No storage of snow within Phase 1a is permitted within stormwater basins.
13. A cross access and parking agreement between proposed buildings and adjacent parcels, if necessary, shall be required and recorded with the Phase 1a final plat.
14. Final architectural plans, lighting, and exterior construction materials and colors must be reviewed and approved by the Planning Department prior to the issuance of a building permit.
15. All applicable permits (i.e.; building, electrical, grading, mechanical, right-of-way) must be completed, submitted, and approved by the City prior to the commencement of any construction activities. Detailed construction plans must be reviewed and approved by the Building Official or City Engineer.
16. All comments outlined in Stantec's letter dated July 14, 2022 shall be addressed as well as any subsequent review letters by the City Engineer.
17. Prior to the issuance of a certificate of occupancy, the applicant shall submit as-built survey plans in electronic format (pdf and dwg) for the site grading and all public and private utilities.
18. Water main, sanitary sewer, and storm sewer improvements proposed as part of Phase 1a shall be constructed per Cottage Grove standard detail plates and construction specifications.
19. The traffic study shall be required to be updated with each build-to-suit building permit if the proposed tenant projects more trip generation than what was reviewed and approved as part of the Master Site Plan traffic study.
20. If trash collection/service is to be located outside of each building, an enclosure/screening will be required. A detailed site and material plan will be required to be submitted with the building permit application and an updated parking stall count.
21. Truck dock doors on buildings within Phase 1a are required to be closed at all times and shall be proposed to match the color scheme of the buildings to blend.
22. The applicant shall ensure that each building located within the Cottage Grove Logistics Park has adequate radio coverage for the Minnesota Regional Radio Communications System, including but not limited to firefighters and police officers. The

applicant shall have each building tested for 800 MHz radio coverage at the time the shell building is completed and before a Certificate of Occupancy is issued. Re-testing of the entire building for 800 MHz radio coverage at the time the building is 70 percent completed with tenant finishes. If radio coverage testing fails within a building, the installation of the bi-directional 800 MHz signal enhancement system shall be completed within 180 days of the testing report.

23. The final grading and erosion plan for Phase 1a shall be approved by the City Engineer. The grading and erosion control plan for the site must comply with NPDES II Permit requirements. Erosion control devices must be installed prior to commencement of any grading activity. Erosion control must be performed in accordance with the recommended practices of the "Minnesota Construction Site Erosion and Sediment Control Planning Handbook" and the conditions stipulated. The grading plan and site grading of the property shall be consistent with the approved surface water management plan.
24. All concrete and bituminous surfaces including parking areas, drive aisles, sidewalks etc. within Phase 1a must always be maintained in good workmanship-like condition by the property owner.
25. Any fencing on the site shall be constructed with materials meeting the ordinance criteria related to industrial fencing and shall be reviewed and approved by the Community Development Department prior to installation.
26. The Developer is required to mitigate 4,107 caliber tree inches prior to the Master Site Plan area build out. 372 inches were mitigated as part of Phase 1. 311 inches are proposed to be mitigated with Phase 1a; 3,420 inches remain to be mitigated.
27. Prior to the release of the building permit for Phase 1a, a bona fide cost estimate of the landscaping improvements for Phase 1a and site plan approval must be submitted in conjunction with a letter of credit approved by the City in the amount of 150 percent of such estimate.
28. Landscaping on the site must always be maintained in good health and dead plantings shall be replaced in a timely manner.
29. A light matrix study shall be completed and submitted with the building permit application for the building within Phase 1a. All outdoor lighting must meet City Code requirements. All light fixtures must be downward directed with cut-offs. The specifications of all light fixtures must be provided with the application for a building permit.
30. Fire hydrants and watermain valves shall be placed as per the approval of the City's Fire Marshal, City Engineer, and Public Works Department. In addition to granting public drainage and utility easements over the water pipe infrastructure, the applicant shall guarantee the City's ability to access the fire hydrants to flush the water system and valving in the event of an emergency.

Passed this 17th day of August 2022.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

COTTAGE GROVE LOGISTICS PARK 2ND ADDITION

KNOW ALL BY THESE PRESENTS: That NP BDO Cottage Grove Logistics Park, LLC, a Delaware limited liability company, owner of the following described property:

Outlot B, COTTAGE GROVE LOGISTICS PARK, according to the recorded plat thereof, Washington County, Minnesota.

Has caused the same to be surveyed and platted as COTTAGE GROVE LOGISTICS PARK 2ND ADDITION, and does hereby dedicate to the public for public use the drainage and utility easements created by this plat.

In witness whereof said NP BDO Cottage Grove Logistics Park, LLC, a Delaware limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 202____.

Signed NP BDO Cottage Grove Logistics Park JV, LLC, manager of NP BDO Cottage Grove Logistics Park, LLC, a Delaware limited liability company,

by _____, Manager of NPD Management, LLC, a Missouri limited liability company.
Nathaniel Hagedorn, Manager

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 202____, by Nathaniel Hagedorn, Manager of NPD Management, LLC, a Missouri limited liability company, on behalf of NP BDO Cottage Grove Logistics Park JV, LLC, manager of NP BDO Cottage Grove Logistics Park, LLC, a Delaware limited liability company.

Signature of Notary _____

Printed Name of Notary _____

Notary Public _____ County, _____

My commission expires _____

I, Christopher A. Terwedo do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments required on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 202____.

Christopher A. Terwedo, Licensed Land Surveyor
Minnesota License No. 53536

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 202____, by Christopher A. Terwedo, Licensed Land Surveyor.

Signature of Notary _____

Printed Name of Notary _____

Notary Public _____ County, _____

My commission expires _____

CITY COUNCIL

CITY OF COTTAGE GROVE, MINNESOTA

This plat was approved by the City Council of Cottage Grove, Minnesota, this _____ day of _____, 202____, and hereby certifies compliance with all requirements as set forth in Minnesota Statutes, Section 505.03, Subd. 2.

Signed: _____

Mayor

Signed: _____

Clerk

WASHINGTON COUNTY SURVEYOR

Pursuant to Chapter 820, Laws of Minnesota, 1971, and in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this _____ day of _____, 202____.

By _____

Washington County Surveyor

by _____

WASHINGTON COUNTY AUDITOR/TREASURER

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 202____ on the land hereinbefore described have been paid. Also pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer has been entered on this _____ day of _____, 202____.

By _____

Washington County Auditor/Treasurer

by _____

Deputy

WASHINGTON COUNTY RECORDER

Document Number _____

I hereby certify that this instrument was recorded in the Office of the County Recorder for record on this _____ day of _____, 202____, at ____ o'clock ____M. and was duly recorded in Washington County Records.

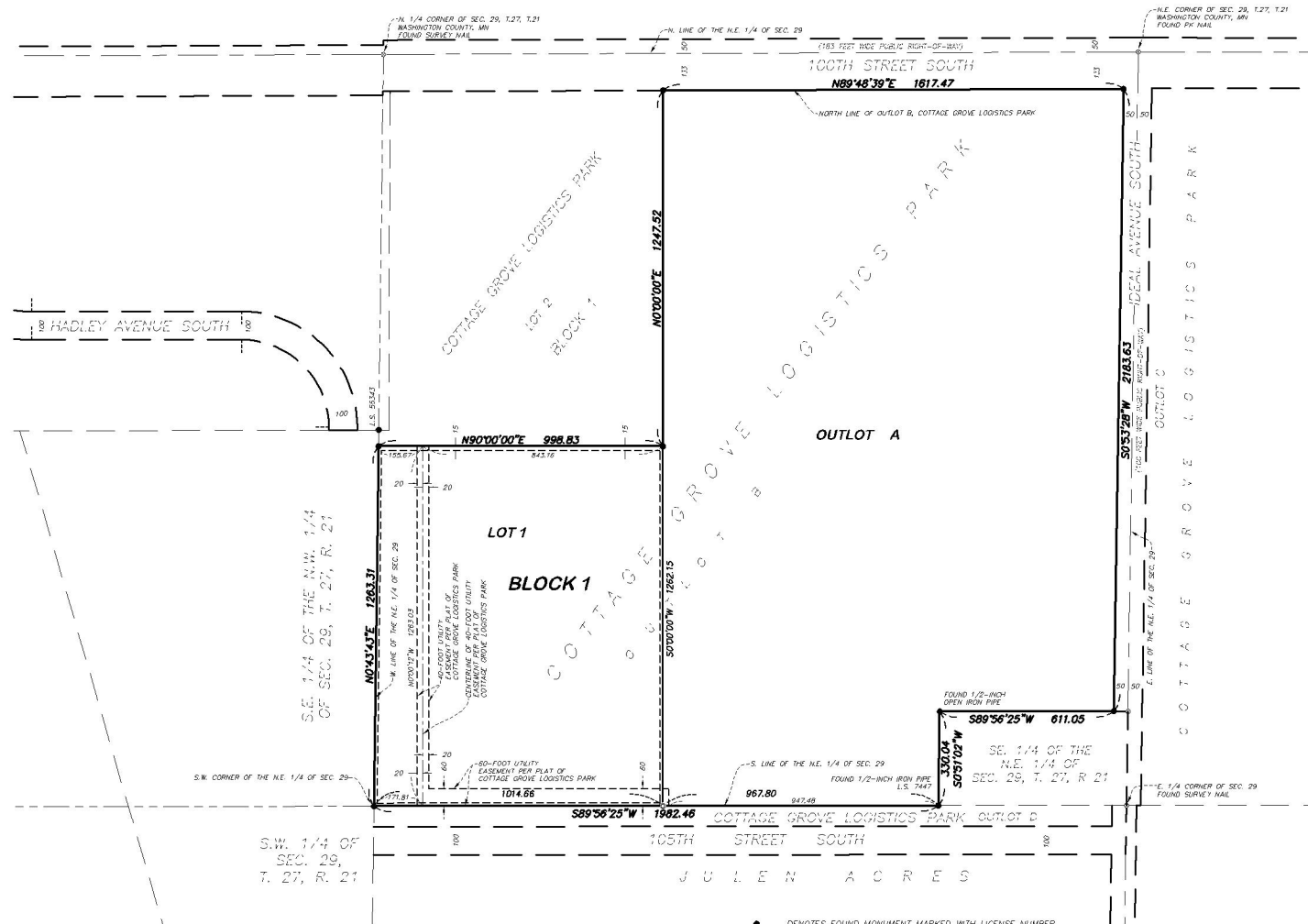
by _____

Washington County Recorder

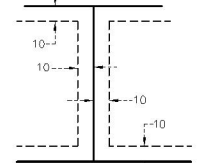
by _____

Deputy

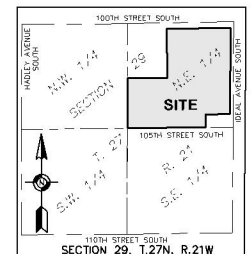
COTTAGE GROVE LOGISTICS PARK 2ND ADDITION



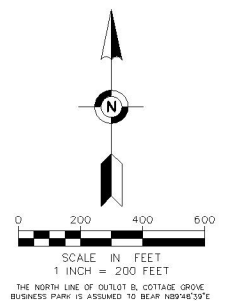
DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:
(NOT TO SCALE)



BEING 10 FEET IN WIDTH, AND ADJOINING LOT LINES AS SHOWN
ON THE PLAN, UNLESS OTHERWISE INDICATED.



VICINITY MAP
(NOT TO SCALE)



- DENOTES FOUND MONUMENT MARKED WITH LICENSE NUMBER 53536, UNLESS OTHERWISE NOTED
- ⊙ DENOTES FOUND WASHINGTON COUNTY CAST IRON MONUMENT
- ⊙ DENOTES FOUND PK NAIL, UNLESS OTHERWISE NOTED
- ⊙ DENOTES SET 5/8-INCH BY 14-INCH REBAR MARKED WITH LICENSE NUMBER 53536



Egan, Field & Nowak, Inc.
Land Surveyors since 1872

DEVELOPMENT AGREEMENT

FOR THE PLAT OF

COTTAGE GROVE LOGISTICS PARK 2nd ADDITION

BY AND BETWEEN

THE CITY OF COTTAGE GROVE

AND

NP BGO COTTAGE GROVE LOGISTICS PARK, LLC

THIS DEVELOPMENT AGREEMENT is made and entered into this _____ day of _____, 2022 (“**Effective Date**”), by and between the City of Cottage Grove, a Minnesota municipal corporation, and NP BGO Cottage Grove Logistics Park, LLC, a Delaware limited liability company.

RECITALS

WHEREAS, the DEVELOPER is the fee simple owner of the DEVELOPMENT PROPERTY; and

WHEREAS, in pursuant of the DEVELOPMENT PROJECT, the DEVELOPER has applied to the CITY for approval of the DEVELOPMENT PLANS and FINAL PLAT for Cottage Grove Logistics Park 2nd Addition; and

WHEREAS, in conjunction with the granting of these approvals, the CITY requires the installation and/or availability of public utilities (sewer and water), storm sewer pipes, ponds, and other facilities, as more particularly set forth herein; and

WHEREAS, under authority granted to it, including Minnesota Statutes Chapters 412, 429, and 462, the COUNCIL approved the FINAL PLAT and DEVELOPMENT PLANS on the following conditions:

1. That the DEVELOPER enters into this DEVELOPMENT AGREEMENT, which defines the work which the DEVELOPER undertakes to complete; and
2. The DEVELOPER shall provide an irrevocable letter of credit and cash deposits in the amounts and with conditions satisfactory to the CITY, providing for assurance of payment for the actual construction and installation of the improvements, as required by Exhibit F.

WHEREAS, the DEVELOPMENT PLANS were prepared by registered professional engineers and have been submitted to and approved by the CITY ENGINEER.

NOW, THEREFORE, subject to the terms and conditions of this DEVELOPMENT AGREEMENT and in reliance upon the representations, warranties and covenants of the parties herein contained, the CITY and DEVELOPER agree as follows:

ARTICLE 1 **DEFINITIONS**

1.1. TERMS. The following terms, unless elsewhere defined specifically in this DEVELOPMENT AGREEMENT, shall have the following meanings as set forth below.

1.2. CITY. “CITY” means the City of Cottage Grove, a Minnesota municipal corporation.

1.3. CITY ENGINEER. “CITY ENGINEER” means the City Engineer of the City of Cottage Grove and his delegates.

1.4. CITY WARRANTIES. “CITY WARRANTIES” means all CITY WARRANTIES identified in Article 12 of this DEVELOPMENT AGREEMENT.

1.5. COUNCIL. “COUNCIL” means the Council of the City of Cottage Grove.

1.6. COUNTY. “COUNTY” means Washington County, Minnesota.

1.7. DEVELOPER. “DEVELOPER” means NP BGO Cottage Grove Logistics Park, LLC, a Delaware limited liability company.

1.8. DEVELOPER DEFAULT. “DEVELOPER DEFAULT” means and includes, jointly and severally, any of the following or any combination thereof:

- a) failure by the DEVELOPER to pay the CITY any money required to be paid under this DEVELOPMENT AGREEMENT;
- b) failure by the DEVELOPER to construct the DEVELOPER IMPROVEMENTS according to the DEVELOPMENT PLANS and the CITY standards and specifications;
- c) failure by the DEVELOPER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT AGREEMENT within thirty (30) days following DEVELOPER’S receipt of FORMAL NOTICE of such failure from the CITY; and
- d) breach of the DEVELOPER WARRANTIES

1.9. DEVELOPER IMPROVEMENTS. “DEVELOPER IMPROVEMENTS” means and includes, individually and collectively, all the improvements identified in Article 4.

1.10. DEVELOPER WARRANTIES. “DEVELOPER WARRANTIES” means all DEVELOPER WARRANTIES identified in Article 10 of this DEVELOPMENT AGREEMENT.

1.11. DEVELOPMENT AGREEMENT. “DEVELOPMENT AGREEMENT” means this instant agreement by and between the CITY and DEVELOPER.

1.12. DEVELOPMENT PLANS. “DEVELOPMENT PLANS” means all the plans, drawings, specifications, and surveys dated June 29, 2022, including all revisions approved by the CITY ENGINEER, and prepared by Kimley-Horn and Associates, hereby incorporated by reference and made a part of this DEVELOPMENT AGREEMENT.

1.13. DEVELOPMENT PROJECT. “DEVELOPMENT PROJECT” means industrial warehouses, distribution centers and parking lots and other related improvements to be known as Cottage Grove Logistics Park that will be constructed on the DEVELOPMENT PROPERTY that is substantially in conformance with the DEVELOPMENT PLANS and all planning approvals.

1.14. DEVELOPMENT PROPERTY. “DEVELOPMENT PROPERTY” means that real property legally described on Exhibit A, attached hereto, upon which the DEVELOPMENT PROJECT will be constructed.

1.15. FINAL PLAT. “FINAL PLAT” means the FINAL PLAT, approved by the COUNCIL on August 16, 2022, and attached hereto as Exhibit B.

1.16. FORMAL NOTICE. “FORMAL NOTICE” means notices given by one party to the other if in writing and if and when delivered or tendered in person, by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, or by depositing it with an independent overnight courier service, addressed as follows:

If to CITY:

City of Cottage Grove
Attention: City Administrator
12800 Ravine Parkway South
Cottage Grove, MN 55016

With a copy to:

LeVander, Gillen & Miller, P.A.
Attn: Korine Land
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121

If to DEVELOPER:

NP BGO Cottage Grove Logistics Park, LLC
3315 N. Oak Trafficway
Kansas City, MO 64116

With a copy to:

NorthPoint Development, LLC
3315 N. Oak Trafficway
Kansas City, MO 64116

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed as provided above, or on the next business day if deposited with the courier for overnight (next day) delivery, provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party. Attorneys for each party shall be authorized to give and receive notices for each such party.

1.17. INDIRECT COSTS. “INDIRECT COSTS” means the costs related to:

- a) Finance, administration and legal costs; and
- b) Engineering services performed by CITY staff; and
- c) Testing and right-of-way services; and
- d) Consulting engineering services.

1.18. OTHER REGULATORY AGENCIES. “OTHER REGULATORY AGENCIES” means and includes, individually and collectively, the following:

- a) Washington County
- b) Washington County Highway Department
- c) South Washington Watershed District
- d) Minnesota Department of Health
- e) Minnesota Pollution Control Agency
- f) Metropolitan Council
- g) Minnesota Department of Natural Resources
- h) Minnesota Board of Water and Soil Resources
- i) Any other regulatory or governmental agency or entity affected by or having jurisdiction over the DEVELOPER IMPROVEMENTS.

1.19. UNAVOIDABLE DELAYS. “UNAVOIDABLE DELAYS” means: (a) an act, omission, or neglect of the CITY; (b) change orders and change requests that alter the scope of the DEVELOPER IMPROVEMENTS; (c) changes in law; (d) fire, explosion, catastrophe, accident, or other casualty; (e) strikes, lock-outs, or boycotts; (f) embargoes or shortages of material, energy, fuel, labor or other required products or items; (g) unusual delays in transportation; (h) severe or abnormal (in intensity or duration) weather conditions or other acts of nature, including but not limited to, earthquake, hurricane, tornado, drought, landslide, tsunami, lightning, or flood; (i) riots, insurrection, terrorism, war (declared or undeclared), or other armed conflict; (j) plague, epidemics, or quarantine; (k) unforeseen conditions; (l) action or inaction of governmental or quasi-governmental authorities, including delays in the issuance of any building permits or other approvals required for the DEVELOPER IMPROVEMENTS; or (m) events or causes beyond the DEVELOPER’S reasonable control.

1.20. UTILITY COMPANIES. “UTILITY COMPANIES” means and includes, jointly and severally, the following:

- a) Utility companies, including electric, gas and cable;
- b) Pipeline companies.

ARTICLE 2

DEVELOPMENT PROJECT APPROVAL

2.1. DEVELOPMENT PROJECT APPROVAL. The COUNCIL approved the DEVELOPMENT PROJECT and all related planning applications on August 16, 2022.

2.2. RECORDING OF FINAL PLAT. The DEVELOPER shall record the FINAL PLAT and this DEVELOPMENT AGREEMENT with the COUNTY Recorder.

ARTICLE 3

[INTENTIONALLY BLANK]

ARTICLE 4

DEVELOPER IMPROVEMENTS

4.1. DEVELOPER IMPROVEMENTS. The DEVELOPER shall install, at its own cost, the DEVELOPER IMPROVEMENTS in accordance with the DEVELOPMENT PLANS and in accordance with the approvals of the COUNCIL, and all ordinances of the CITY or any amendments thereto and any miscellaneous requirements on Exhibit D, attached.

4.2. GRADING/DRAINAGE PLAN AND EASEMENTS. The DEVELOPER shall construct drainage facilities to serve the DEVELOPMENT PROJECT in accordance with the DEVELOPMENT PLANS. The DEVELOPER agrees to grant to the CITY all necessary easements over, across, upon and under those portions of the DEVELOPMENT PROPERTY which are reasonably necessary for the preservation and maintenance of the drainage system, for drainage basins and for utility service and for utility looping. The grading and drainage plans included within the DEVELOPMENT PLANS include lot and building elevations, drainage swales to be sodded, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform to the overall CITY storm sewer plan. The grading of the site shall be completed in conformance with the DEVELOPMENT PLANS, subject only to such design criteria and engineering design and construction specifications as are used in the DEVELOPMENT PLANS notwithstanding any amendment. DEVELOPER shall enter into a Private Maintenance Agreement with the CITY for private storm sewer, sanitary sewer, water, lighting and ponding areas.

If the CITY has not completed the installation of the trunk storm sewer to the east side of Ideal Avenue at 105th Street before DEVELOPER needs to connect to the system, DEVELOPER shall cooperate with the CITY ENGINEER to devise a temporary stormwater plan which may include infiltration until such time the CITY’s stormwater system east of Ideal Avenue is

complete. Infiltration onsite will not be subject to wellhead protection restrictions until such a time that Well #13 is operational.

DEVELOPER shall dedicate drainage and utility easements as shown on the FINAL PLAT.

Building construction and general construction activities are limited to Monday through Friday between the hours 7:00 AM and 7:00 PM and on Saturday between the hours of 9:00 AM and 7:00 PM. Site grading/excavation and street and utility construction activities are limited to Monday through Friday between the hours 7:00 AM and 7:00 PM and on Saturday between the hours of 9:00 AM and 7:00 PM. Construction crews may arrive up to one hour prior to the start of building and general construction activities but no noisy work can begin until the hours stated above.

4.3. STREET SWEEPING. During the initial construction of the DEVELOPMENT PROJECT, the DEVELOPER is responsible for the removal of all construction debris and earth materials within the public right-of-way adjacent to the DEVELOPMENT PROPERTY. The CITY will inspect the roadways to ensure the DEVELOPER is keeping all public roadway surfaces adjacent to the DEVELOPMENT PROPERTY clean. If any portion of such public roadway surface is found in an unacceptable condition, the CITY shall provide FORMAL NOTICE thereof to the DEVELOPER and if the DEVELOPER fails to remove the construction debris and earth materials within the public right-of-way adjacent to the DEVELOPMENT PROPERTY within twenty-four (24) hours following DEVELOPER'S receipt of FORMAL NOTICE from the CITY, then the CITY will have appropriate equipment dispatched to the site and all reasonable costs incurred by the CITY in connection with the clean-up effort will be billed to the DEVELOPER.

4.4. VEGETATION. In connection with the initial construction of the DEVELOPMENT PROJECT, the DEVELOPER shall (a) comply with CITY ordinances and policies related to preservation of vegetation and trees and specifically shall exercise reasonable efforts to save mature, non-diseased trees and vegetation on the DEVELOPMENT PROPERTY which do not have to be removed for reasonable installation of buildings, streets, utilities or drainage improvements, construction activities related thereto, or site grading, (b) prior to any excavation, install tree protection on all trees that are to be saved and to mark trees such trees with a red band prior to any excavation, and (c) remove all diseased trees according to CITY ordinance requirements. The DEVELOPER'S landscape plan forming a part of the DEVELOPMENT PLANS shows the preservation of vegetation and trees, as required hereunder.

4.5. LANDSCAPING. The DEVELOPER is responsible for installing all landscaping improvements as depicted on the DEVELOPER'S landscape plan forming part of the DEVELOPMENT PLANS in a timely manner.

4.6. EROSION CONTROL. The DEVELOPER shall provide and follow a plan for erosion control and pond maintenance in accord with the Best Management Practices (BMP) as delineated in the Minnesota Pollution Control Agency's on-line Stormwater Manual and as stated in the grading permit issued by the CITY. Such plan is detailed on the DEVELOPMENT PLANS and has been approved by the CITY ENGINEER. The DEVELOPER shall install and maintain such erosion control structures as required by the DEVELOPMENT PLANS and as required in Exhibit D,

or as it becomes necessary subsequent thereto and prior to substantial completion of the DEVELOPMENT PROJECT. The DEVELOPER shall be responsible for all damage caused as a result of grading and excavation including, but not limited to, restoration of existing control structures and clean-up of adjacent public right-of-way. The DEVELOPER shall seed or sod any disturbed areas in accordance with the DEVELOPMENT PLANS. After the site is rough graded, the DEVELOPER must provide erosion control devices that are required by the DEVELOPMENT PLANS. The parties recognize that time is of the essence in controlling erosion. If the DEVELOPER does not provide erosion control, the CITY may, after a twenty-four (24) hour FORMAL NOTICE, take appropriate action to control erosion. The City shall provide FORMAL NOTICE to the DEVELOPER of the costs incurred by the CITY to control erosion, and if the DEVELOPER fails to reimburse the CITY for such costs within thirty (30) days following the DEVELOPER'S receipt of FORMAL NOTICE from the City, then the CITY may, as its sole and exclusive remedy, draw upon any posted financial guarantee in accordance with the procedure set forth in Section 15.1 to pay costs incurred by the CITY in controlling erosion within the DEVELOPMENT PROPERTY.

4.7. WEED/GRASS MAINTENANCE. During construction of the DEVELOPMENT PROJECT, DEVELOPER must not allow or permit any weeds, grass, brush, or other rank vegetation to a height greater than eight (8) inches, or permit any accumulation of dead weeds, grass or brush. In the event the DEVELOPER fails to comply with this provision, the CITY may give the DEVELOPER FORMAL NOTICE to cut or remove material in violation of this paragraph. If the DEVELOPER fails to cut or remove material in violation of this paragraph within three (3) business days following the DEVELOPER'S receipt of such notice from the CITY, then the CITY may cut or remove material in violation of this paragraph and all costs of cutting or removing incurred by the CITY must be paid by the DEVELOPER within thirty (30) days following the DEVELOPER'S receipt of an invoice of such costs from the CITY, and if DEVELOPER fails to do so, the CITY may assess such costs against the DEVELOPMENT PROPERTY.

ARTICLE 5

PARK CONTRIBUTION REQUIREMENTS

5.1. PARK DEDICATION. The DEVELOPER shall pay a fee, which is identified on Exhibit C, in order to satisfy DEVELOPER'S park dedication requirements for this phase. Park dedication shall be required for each phase of the DEVELOPMENT PROJECT.

ARTICLE 6

PERMITS, LICENSES AND OTHER APPROVALS

6.1. PERMITS. The DEVELOPER shall apply for, and the CITY shall issue in a timely manner, the approvals, permits and licenses from the CITY, the OTHER REGULATORY AGENCIES and the UTILITY COMPANIES, as identified on Exhibit E attached hereto, and shall meet, in a timely manner, all requirements of all applicable local, state and federal laws and regulations which must be met before the DEVELOPMENT IMPROVEMENTS may be lawfully constructed. Major design requirements of any such entities was determined prior to completion and incorporated into the DEVELOPMENT PLANS. All costs incurred to obtain said approvals, permits and licenses, and also all fines or penalties levied by any agency due to the failure of the

DEVELOPER to obtain or comply with conditions of such approvals, permits and licenses, shall be paid by the DEVELOPER.

ARTICLE 7

OTHER DEVELOPMENT REQUIREMENTS

7.1. MISCELLANEOUS REQUIREMENTS. The DEVELOPER shall comply with the additional requirements to approval of the DEVELOPMENT PROJECT as specified by the COUNCIL which are incorporated herein and identified on Exhibit D.

7.2. WATER MAIN. There are portions of the water main within the DEVELOPMENT PROPERTY that shall be owned and maintained by the DEVELOPER as required in the Construction, Repair and Maintenance Agreement for Stormwater Utilities, Sanitary Sewer and Water Main Easement for the DEVELOPMENT PROJECT. DEVELOPER shall grant access to all hydrants within the site for flushing purposes. If DEVELOPER sells any building or lot to another entity and the water main will serve multiple properties with multiple owners, then the DEVELOPER shall provide notice of the sale to the CITY and the CITY shall decide in its sole discretion, if the Maintenance Agreement should be modified or amended terminated. If terminated, the DEVELOPER shall convey an easement to the CITY over the improvements stated therein, thereby making the improvements public infrastructure. DEVELOPER shall cooperate and comply with the CITY'S decision in order to effectuate the modification or amendment or the conveyance of the improvements.

7.3. SANITARY SEWER. There are portions of the sanitary sewer main within the DEVELOPMENT PROPERTY that shall be owned and maintained by the DEVELOPER as required in the Construction, Repair and Maintenance Agreement for Stormwater Utilities, Sanitary Sewer and Water Main Easement for the DEVELOPMENT PROJECT. If DEVELOPER sells any building or lot to another entity and the sewer main will serve multiple properties with multiple owners, then the DEVELOPER shall provide notice of the sale to the CITY and the CITY shall decide in its sole discretion, if the Maintenance Agreement should be modified or amended terminated. If terminated, the DEVELOPER shall convey an easement to the CITY over the improvements stated therein, thereby making the improvements public infrastructure. DEVELOPER shall cooperate and comply with the CITY'S decision in order to effectuate the modification or amendment or the conveyance of the improvements.

7.4. PRIVATE STORMWATER UTILITIES. There are portions of the stormwater utilities within the DEVELOPMENT PROPERTY that shall be owned and maintained by the DEVELOPER as required in the Construction, Repair and Maintenance Agreement for Stormwater Utilities, Sanitary Sewer and Water Main Easement for the DEVELOPMENT PROJECT.

7.5. TRAFFIC STUDY. At time of build-to-suit building permit application for each building, DEVELOPER shall complete a traffic study if the proposed tenant(s) exceed the estimated projected trips for the building as shown in the traffic study that was completed as part of the Master Plan Approvals.

ARTICLE 8

[INTENTIONALLY BLANK]

ARTICLE 9 **RESPONSIBILITY FOR COSTS**

9.1. DEVELOPER IMPROVEMENT COSTS. The DEVELOPER shall construct and pay for the DEVELOPER IMPROVEMENTS as identified on Exhibit C.

9.2. AREA CHARGES. The CITY imposes Area Charges for sanitary sewer, water and storm sewer impacts to all new developments pursuant to City Code Section 8-1-2 C.2. The DEVELOPER shall reimburse the CITY for all Area Charges incurred or to be incurred by the CITY in connection with this DEVELOPMENT AGREEMENT in the amounts itemized on Exhibit C.

9.3. ENFORCEMENT COSTS. The DEVELOPER shall pay the CITY for costs incurred in the enforcement of this DEVELOPMENT AGREEMENT, including engineering costs and reasonable attorneys' fees, if the CITY is the prevailing party in any such enforcement action. The CITY shall pay the DEVELOPER for costs incurred in the enforcement of this DEVELOPMENT AGREEMENT, including engineering costs and reasonable attorneys' fees, if the DEVELOPER is the prevailing party in any such enforcement action.

9.4. TIME OF PAYMENT. DEVELOPER shall pay all bills for all costs due under this DEVELOPMENT AGREEMENT received by DEVELOPER from the CITY within thirty (30) days after billing. The CITY shall pay all bills for all costs due under this DEVELOPMENT AGREEMENT received from the DEVELOPER within thirty (30) days after billing. Bills not paid within thirty (30) days shall bear interest at the rate of eight percent (8%) per year.

ARTICLE 10 **DEVELOPER WARRANTIES**

10.1. STATEMENT OF DEVELOPER WARRANTIES. The DEVELOPER hereby warrants and represents the following:

- a) **AUTHORITY.** DEVELOPER is the fee title owner of the DEVELOPMENT PROPERTY in the FINAL PLAT as identified in Exhibit A and has the right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT AGREEMENT, and no approvals or consents of any persons are necessary in connection with the authority of DEVELOPER to enter into and perform its obligations under this DEVELOPMENT AGREEMENT.
- b) **NO DEFAULT.** DEVELOPER is not in default under any lease, contract or agreement to which it is a party or by which it is bound beyond applicable notice and cure periods which would affect performance under this DEVELOPMENT AGREEMENT. DEVELOPER is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution

or performance of this DEVELOPMENT AGREEMENT by DEVELOPER or prohibit any of the transactions provided for in this DEVELOPMENT AGREEMENT.

- c) **NO LITIGATION.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or, to the best of the DEVELOPER'S knowledge, threatened against or affecting DEVELOPER or the DEVELOPMENT PROPERTY or the DEVELOPMENT PLANS or the DEVELOPER IMPROVEMENTS that would materially affect DEVELOPER'S performance under this DEVELOPMENT AGREEMENT. To the best of the DEVELOPER'S knowledge, DEVELOPER is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality that would materially affect DEVELOPER'S performance under this DEVELOPMENT AGREEMENT.
- d) **FULL DISCLOSURE.** None of the representations and warranties made by DEVELOPER in this DEVELOPMENT AGREEMENT intentionally contains any untrue statement of material fact or intentionally omits any material fact the omission of which would be misleading. Any unintentional untrue statements or omissions shall be corrected or cured within thirty (30) days after the DEVELOPER receives FORMAL NOTICE, unless an extension is granted by the CITY.

ARTICLE 11

[INTENTIONALLY BLANK]

ARTICLE 12 **CITY WARRANTIES**

12.1. STATEMENT OF CITY WARRANTIES. The CITY hereby warrants and represents as follows:

- a) **ORGANIZATION.** CITY is a municipal corporation duly incorporated and validly existing in good standing the laws of the State of Minnesota. The CITY will do or cause to be done all things necessary to preserve and keep in full force and effect its existence and standing as a Minnesota municipal corporation, so long as the CITY has any remaining obligations pursuant to this DEVELOPMENT AGREEMENT.
- b) **AUTHORITY.** CITY has the right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT AGREEMENT. The CITY is solvent. The execution, delivery and the performance of this DEVELOPMENT AGREEMENT and the consummation by the CITY of the transactions provided for herein and the compliance with the provisions of this DEVELOPMENT AGREEMENT (i) have been duly authorized by all necessary corporate action on the part of the CITY, (ii) require no other consents, approvals or authorizations on the part

of the CITY in connection with the CITY'S execution and delivery of this DEVELOPMENT AGREEMENT, and (iii) shall not, by lapse of time, giving of notice or otherwise, result in any breach of any term, condition or provision of any indenture, agreement or other instrument to which the CITY is subject.

- c) **NO BREACH.** Neither the execution and delivery of this DEVELOPMENT AGREEMENT by the CITY, the consummation of the transactions contemplated hereby by the CITY, nor the fulfillment of or compliance with the terms and conditions of this DEVELOPMENT AGREEMENT by the CITY conflicts with or will result in a breach of any of the terms, conditions or provisions of any offerings or disclosure statement made or to be made on behalf of the CITY (with the CITY'S prior written approval), any organizational documents, any restriction, agreement or instrument to which the CITY is now a party or by which the CITY is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever upon any of the assets or rights of the CITY.
- d) **REQUIRED PERMITS, LICENSES AND APPROVALS.** The CITY represents to the DEVELOPER that Exhibit E contains all permits, licenses, and approvals required for the lawful construction of the DEVELOPER IMPROVEMENTS and there are no obligations, bonds, fees, assessments, contributions or costs to be fulfilled or paid with respect to the construction and development of the DEVELOPMENT PROJECT, except those specifically stated in this DEVELOPMENT AGREEMENT.

ARTICLE 13 **INDEMNIFICATION OF CITY**

13.1. INDEMNIFICATION OF CITY. Provided the CITY is not in DEFAULT under the DEVELOPMENT AGREEMENT with respect to the particular matter causing the claim, loss or damage, DEVELOPER shall indemnify, defend and hold the CITY, its COUNCIL, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the CITY incurs or suffers, which arise out of, result from or relate to:

- a) breach by the DEVELOPER of the DEVELOPER WARRANTIES;
- b) failure of the DEVELOPER to timely construct the DEVELOPER IMPROVEMENTS according to the DEVELOPMENT PLANS and the CITY ordinances, standards and specifications;
- c) failure by the DEVELOPER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT AGREEMENT;

- d) failure by the DEVELOPER to pay contractors, subcontractors, laborers, or materialmen;
- e) failure by the DEVELOPER to pay for materials;
- f) approval by the CITY of the FINAL PLAT;
- g) approval by the CITY of the DEVELOPMENT PLANS;
- h) failure to obtain the necessary permits and authorizations to construct the DEVELOPER IMPROVEMENTS;
- i) construction of the DEVELOPER IMPROVEMENTS;
- j) delays in construction of the DEVELOPER IMPROVEMENTS;
- k) payment by DEVELOPER for any required costs or assessments;
- l) all costs and liabilities arising because building permits were issued prior to the completion and acceptance of the DEVELOPER IMPROVEMENTS.

13.2. NOTICE. Within a reasonable period of time after the CITY's receipt of actual notice of any matter giving rise to a right of payment against the CITY pursuant to Section 13.1, the CITY shall give the FORMAL NOTICE in reasonable detail to the DEVELOPER. The DEVELOPER shall not be obligated to make any payment to the CITY for any such claim until the passage of thirty (30) days from the date of its receipt of FORMAL NOTICE from the CITY, during which time the DEVELOPER shall have the right to cure or remedy the event leading to such claim.

13.3. DEFENSE OF CLAIM. Provided the CITY is not in DEFAULT under the DEVELOPMENT AGREEMENT with respect to the particular matter causing the claim or demand, with respect to claims or demands asserted against the CITY by a third party of the nature covered by Section 13.1, and provided that the CITY gives FORMAL NOTICE thereof, the DEVELOPER will, at its sole expense, provide for the defense thereof with counsel of its own selection but approved by the CITY; the DEVELOPER will pay all costs and expenses including attorneys' fees incurred in so defending against such claims, provided that the CITY shall at all times also have the right to fully participate in the defense at the CITY's expense. If the DEVELOPER fails to defend, the CITY shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle the claim or other matter, for the account of and at the risk of the DEVELOPER.

ARTICLE 14
CITY REMEDIES UPON DEVELOPER DEFAULT

14.1. CITY REMEDIES. If a DEVELOPER DEFAULT occurs, that is not caused by FORCE MAJEURE, the CITY shall give the DEVELOPER FORMAL NOTICE of the DEVELOPER DEFAULT and the DEVELOPER shall have thirty (30) days to cure the DEVELOPER DEFAULT. If the DEVELOPER, after FORMAL NOTICE to it by the CITY, does not cure the DEVELOPER DEFAULT, then the CITY may avail itself of any remedy afforded by law and any of the following remedies:

- a) the CITY may specifically enforce this DEVELOPMENT AGREEMENT;
- b) the CITY may suspend any work, improvement or obligation to be performed by the CITY;
- c) the CITY may collect on the irrevocable letter of credit ("LOC") or cash deposit pursuant to Article 15 hereof;
- d) the CITY may suspend or deny building and occupancy permits for buildings within the FINAL PLAT;
- e) the CITY may, at its sole option, perform the work or improvements to be performed by the DEVELOPER, in which case the DEVELOPER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any costs and expenses incurred by the CITY. In the alternative, the CITY may in whole or in part, specially assess any of the costs and expenses incurred by the CITY; and the DEVELOPER hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessment resulting therefrom, including, but not limited to, notice and hearing requirement and any claim that the special assessments exceed benefit to the FINAL PLAT. The DEVELOPER hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

14.2. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER. In the event any agreement contained in this DEVELOPMENT AGREEMENT is breached by the DEVELOPER and thereafter waived in writing by the CITY, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder. All waivers by the CITY must be in writing.

14.3. NO REMEDY EXCLUSIVE. Except as otherwise expressly set forth herein, no remedy herein conferred upon or reserved to the CITY or DEVELOPER shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this DEVELOPMENT AGREEMENT or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be

deemed expedient. In order to entitle the CITY or DEVELOPER to exercise any remedy reserved to it, it shall not be necessary to give notice, other than the FORMAL NOTICE.

14.4. EMERGENCY. Notwithstanding the requirement contained in Section 14.1 hereof relating to FORMAL NOTICE to the DEVELOPER in case of a DEVELOPER DEFAULT and notwithstanding the requirement contained in Section 14.1 hereof relating to giving the DEVELOPER a right to cure the DEVELOPER DEFAULT, in the event of an emergency as reasonably determined by the CITY ENGINEER, resulting from the DEVELOPER DEFAULT, the CITY may perform the work or improvement to be performed by the DEVELOPER without giving any notice or FORMAL NOTICE to the DEVELOPER (provided, however, the CITY shall give DEVELOPER such notice as is reasonable under the circumstances) and without giving the DEVELOPER the right to cure the DEVELOPER DEFAULT. In such case, the DEVELOPER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any and all costs incurred by the CITY. In the alternative, the CITY may, in whole or in part, specially assess the costs and expenses incurred by the CITY; and the DEVELOPER hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessments resulting therefrom, including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed benefit to the DEVELOPMENT PROPERTY. The DEVELOPER hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

ARTICLE 15 **FINANCIAL OBLIGATIONS**

15.1. DEVELOPER'S LETTER OF CREDIT AMOUNT. Prior to release of the FINAL PLAT for recording, the DEVELOPER shall deposit with the CITY one or more irrevocable LOC for the amounts required in Exhibit F. In lieu of an irrevocable LOC, DEVELOPER may deposit cash or other security acceptable to CITY.

All cost estimates set forth on Exhibit F are acceptable to the CITY ENGINEER. The bank issuing the LOC shall be subject to approval by the CITY Finance Director and shall continue to be in full force and effect until released by the CITY. The irrevocable LOC shall be for a term ending two (2) years after acceptance by the CITY. In the alternative, the LOC may be for a one-year term provided it is automatically renewable for successive one-year periods from the present or any future expiration dates, and further provided that the irrevocable LOC states that at least sixty (60) days prior to the expiration date the bank will notify the CITY if the bank elects not to renew for an additional period. The irrevocable LOC shall secure compliance by the DEVELOPER with the terms of this DEVELOPMENT AGREEMENT. The CITY may draw down on the irrevocable LOC or cash deposit, upon presentation to the issuer of such LOC a certificate certifying that the requirements under this DEVELOPMENT AGREEMENT for drawing down such LOC have occurred and are continuing, but without any further notice to DEVELOPER than that provided in Section 14.1 relating to a DEVELOPER DEFAULT, for any of the following reasons:

- a) a DEVELOPER DEFAULT that continues beyond applicable notice and cure periods;
or

- b) upon the CITY receiving notice that the irrevocable LOC will be allowed to lapse prior to two (2) years after acceptance by the CITY unless within ten (10) days after FORMAL NOTICE to DEVELOPER of the foregoing, the CITY receives (i) notice regarding issuance of a replacement LOC prior to such lapse and/or (ii) a replacement LOC is posted.

The CITY shall use the LOC proceeds to reimburse the CITY for its costs and to cause the DEVELOPER IMPROVEMENTS to be constructed to the extent practicable; if the CITY ENGINEER determines that such DEVELOPER IMPROVEMENTS have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 15.2, the remaining proceeds shall be distributed to the DEVELOPER.

The irrevocable LOC shall be reduced pursuant to Section 15.2 from time to time as financial obligations are paid.

15.2. ESCROW/LOC RELEASE AND ESCROW/LOC INCREASE; DEVELOPER IMPROVEMENTS.

- a) At time of completion of the landscaping improvements, the CITY will reduce all but 25% of any landscaping LOC, which shall be held until the expiration of the 1-year warranty period.
- b) As work is completed for the grading improvements listed on Exhibit F, DEVELOPER may request that the grading LOC be reduced accordingly. Two grading reductions at least two months apart may be requested. The pond cleaning portion of the LOC shall be retained until issuance of a full certificate of occupancy for all buildings within this phase of the DEVELOPMENT PROJECT.

ARTICLE 16
MISCELLANEOUS

16.1. CITY'S DUTIES. The terms of this DEVELOPMENT AGREEMENT shall not be considered an affirmative duty upon the CITY to complete any DEVELOPER IMPROVEMENTS.

16.2. ADDITIONAL IMPROVEMENTS. Subject to UNAVOIDABLE DELAYS, if the DEVELOPER fails to construct the DEVELOPER IMPROVEMENTS, the CITY at its option, may install and construct the DEVELOPER IMPROVEMENTS. In such case, the CITY, at its option, may specially assess the cost wholly or in part therefore under Minnesota Statutes Chapter 429, or may draw on the irrevocable LOC or cash deposit. If the CITY specially assesses the cost of any portion thereof, then the DEVELOPER hereby waives any and all procedural and substantive objections to the installation of the improvements and the special assessments, including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed the benefit to the FINAL PLAT. The DEVELOPER waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The DEVELOPER acknowledges that the benefit from the improvements equal or exceed the amount of the special assessments.

16.3. NO THIRD-PARTY RECOURSE. Third parties shall have no recourse against the CITY under this DEVELOPMENT AGREEMENT.

16.4. VALIDITY. If any portion, section, subsection, sentence, clause, paragraph or phrase of this DEVELOPMENT AGREEMENT is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this DEVELOPMENT AGREEMENT.

16.5. RECORDING. This DEVELOPMENT AGREEMENT and FINAL PLAT shall be recorded with the COUNTY Recorder and the DEVELOPER shall provide and execute any and all documents necessary to implement the recording.

16.6. BINDING AGREEMENT. The parties mutually recognize and agree that all terms and conditions of this recordable DEVELOPMENT AGREEMENT shall run with the land on the DEVELOPMENT PROPERTY and shall be binding upon the successors and assigns of the DEVELOPER. This DEVELOPMENT AGREEMENT shall also run with and be binding upon any after acquired interest of the DEVELOPER in the DEVELOPMENT PROPERTY.

16.7. CONTRACT ASSIGNMENT. The DEVELOPER may not assign this DEVELOPMENT AGREEMENT without the prior written consent of the COUNCIL, which approval will not be unreasonably withheld; provided, however, the DEVELOPER may assign this DEVELOPMENT AGREEMENT to an affiliate of the DEVELOPER, without the consent of the COUNCIL, but shall provide written notice to the CITY. In addition, the DEVELOPER may collaterally assign this DEVELOPMENT AGREEMENT to a lender providing construction financing for the DEVELOPMENT PROJECT without the consent of the COUNCIL. In case of assignment, the assignee will be required to accept and assume all contractual and financial responsibilities provided in this DEVELOPMENT AGREEMENT in writing, provided to the CITY. Upon satisfaction of such requirements by assignee, the DEVELOPER shall be released and discharged from all obligations hereunder.

16.8. AMENDMENT AND WAIVER. The parties hereto may by mutual written agreement amend this DEVELOPMENT AGREEMENT in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this DEVELOPMENT AGREEMENT or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this DEVELOPMENT AGREEMENT, waive compliance by another with any of the covenants contained in this DEVELOPMENT AGREEMENT, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this DEVELOPMENT AGREEMENT. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this DEVELOPMENT AGREEMENT shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

16.9. GOVERNING LAW. This DEVELOPMENT AGREEMENT shall be governed by and construed in accordance with the laws of the State of Minnesota.

16.10. COUNTERPARTS. This DEVELOPMENT AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

16.11. HEADINGS. The subject headings of the paragraphs and subparagraphs of this DEVELOPMENT AGREEMENT are included for purposes of convenience only and shall not affect the construction of interpretation of any of its provisions.

16.12. INCONSISTENCY. If the DEVELOPMENT PLANS are inconsistent with the words of this DEVELOPMENT AGREEMENT or if the obligation imposed hereunder upon the DEVELOPER are inconsistent, then that provision or term which imposes a greater and more demanding obligation on the DEVELOPER shall prevail.

16.13. ACCESS. The DEVELOPER hereby grants to the CITY, its agents, employees, officers, and contractors a license and right of entry to enter the DEVELOPMENT PROPERTY to perform all work and inspections deemed appropriate by the CITY during the installation of DEVELOPER IMPROVEMENTS, as well as access to drainage and utility systems following completion.

16.14. FURTHER ASSURANCES AND WAIVER. The CITY and DEVELOPER hereto shall do all things necessary or appropriate to carry out the terms and provisions of this DEVELOPMENT AGREEMENT and to aid in assist each other in carrying out the terms and objectives of this DEVELOPMENT AGREEMENT and the intentions of the CITY and DEVELOPER as reflected by said terms and provisions, including, without limitation, the giving of such notices, the holding of such public hearings, the enactment by the CITY of such resolutions and ordinances and the taking of such other actions as may be necessary to enable the parties' compliance with the terms and provisions of this DEVELOPMENT AGREEMENT all as may be necessary to give effect to the terms and objectives of this DEVELOPMENT AGREEMENT and the intentions of the parties as reflected by said terms.

16.15. ESTOPPEL CERTIFICATE. The CITY agrees that it will, from time to time, upon request by the DEVELOPER, execute and deliver to DEVELOPER and to any parties designated by the DEVELOPER, within ten (10) days following request therefor, an estoppel certificate on DEVELOPER'S form, certifying (i) that this DEVELOPMENT AGREEMENT is unmodified and in full force and effect (or if there had been modifications, that the same are in full force and effect as so modified), (ii) that there are no defaults hereunder (or specifying any claimed defaults), and (iii) such other matters as may be reasonably requested by DEVELOPER.

16.16. MORTGAGEE'S PROTECTION. The obligations of DEVELOPER and its successors under this DEVELOPMENT AGREEMENT shall not be binding upon any mortgage, ground lessors, sale-leaseback lessors and/or trust deed holders (collectively, "MORTGAGEE") that acquire title to all or any portion of the DEVELOPMENT PROPERTY by trustee's sale, foreclosure, or deed-in-lieu of foreclosure or otherwise, but any such MORTGAGEE shall not be entitled to proceed with development of the DEVELOPMENT PROJECT or portion thereof unless and until such MORTGAGEE has consented in writing to be bound by all of the terms, covenants and conditions of this DEVELOPMENT AGREEMENT. The CITY agrees to give any Mortgagees, by

registered or certified mail, a copy of any notice of default served upon DEVELOPER, provided that prior to such notice the CITY has been notified, in writing (by way of notice of Assignment of Rents and Leases or otherwise) of the address of such Mortgagee. The CITY further agrees that, except in instances where there is an imminent likelihood that public health or safety would be materially and adversely affected by such default, if DEVELOPER shall fail to cure such default within the time provided in this DEVELOPMENT AGREEMENT, then such Mortgagee shall have an additional thirty (30) days within which to cure such default or if such default cannot be cured within such 30-day time period, then such additional time as may be necessary if within such 30-day period, such Mortgagee has commenced and is diligently pursuing the remedies necessary to cure such default (including, without limitation, commencement of foreclosure proceedings, if necessary to effect such cure) in which event this DEVELOPMENT AGREEMENT shall not be terminated nor shall the CITY exercise any rights or remedies hereunder while such remedies are being so diligently pursued.

16.17. CONSENTS. Whenever the consent or approval of either party is required under this DEVELOPMENT AGREEMENT, such consent shall not be unreasonably withheld, delayed or conditioned. Each party shall act in good faith and in a commercially reasonable manner with respect to any matter contemplated by this DEVELOPMENT AGREEMENT, including, without limitation, approving or disapproving any request, including any request for reduction of any security or approval of plans.

16.18. LIABILITY. The CITY agrees to look to the interest of the DEVELOPER in the DEVELOPMENT PROPERTY for the recovery of any judgment from the DEVELOPER, it being agreed that the DEVELOPER and its successors, partners, directors, officers, members, managers or shareholders shall never be personally liable for any such judgment.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this DEVELOPMENT AGREEMENT as of the Effective Date.

CITY:
CITY OF COTTAGE GROVE

By: _____
Myron Bailey
Its Mayor

By: _____
Tamara Anderson
Its City Clerk

STATE OF MINNESOTA)
)
COUNTY OF WASHINGTON) ss.

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 City Clerk of the City of Cottage Grove, the municipality named in the foregoing instrument, and that the said instrument was signed in behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

DEVELOPER:

NP BGO COTTAGE GROVE LOGISTICS PARK, LLC

By: NP BGO Cottage Grove Logistics Park JV, LLC, its Sole Member

By: NPD Management, LLC, its Manager

By: _____

Nathaniel Hagedorn

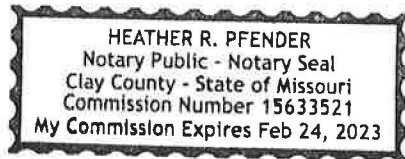
Its: Manager

STATE OF MISSOURI)

COUNTY OF CLAY)

ss.

This instrument was acknowledged before me on this 17th day of August, 2022, by Nathaniel Hagedorn, the Manager of NPD Management, LLC, the Manager of NP BGO Cottage Grove Logistics Park JV, LLC, the Sole Member of NP BGO Cottage Grove Logistics Park, LLC, a Delaware limited liability company, on behalf of said limited liability company.



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
DEVELOPMENT PROPERTY

Real property situated in the City of Cottage Grove, County of Washington, State of Minnesota,
legally described as:

Lot 1, Block 1, Cottage Grove Logistics Park 2nd Addition
Outlot A, Cottage Grove Logistics Park 2nd Addition

COTTAGE GROVE LOGISTICS PARK 2ND ADDITION

_____ \$5.000 (2000-01-01)

_____ \$5.000 (2000-01-01)

— **High school**



COTTAGE GROVE LOGISTICS PARK 2ND ADDITION



EXHIBIT C
DEVELOPMENT FEES

CITY FEES

City Fees	Unit	Qty	Unit Cost	Total
Park Dedication Fees (Lot 1 Block 1)	AC	28.26	\$ 4,830	\$ 136,496
Total City Fees				\$ 136,496

AREA CHARGES

Area Charges	Cost/Acre	Acres	Total
Sanitary Area Charge	\$ 4,305.00	28.26	\$ 121,659
Water Area Charge	\$ 3,420.00	28.26	\$ 96,649
Storm Area Charge	\$ 10,440.00	28.26	\$ 295,034
Total Area Charges			\$ 513,343

ENGINEERING ESCROW

Engineering Escrow	Total
City Inspection/Testing Escrow	\$ 30,000
Total Engineering Escrow	\$ 30,000

EXHIBIT D
MISCELLANEOUS REQUIREMENTS AND CONDITIONS
IMPOSED BY THE CITY

- 1) **CONDITIONS TO BE SATISFIED BEFORE CITY RELEASES THE FINAL PLAT TO BE RECORDED.**
 - a) Letter of Credit. DEVELOPER must provide the LOC for the amounts required in this DEVELOPMENT AGREEMENT.
 - b) All Cash Deposits. DEVELOPER must pay all cash deposits required in this DEVELOPMENT AGREEMENT.
 - c) Planning Fees. DEVELOPER must fully pay the CITY all planning, engineering review and legal fees that have been incurred up to the date of approval of this DEVELOPMENT AGREEMENT.
 - d) Park Dedication Fee. DEVELOPER must pay park dedication fees as required in Exhibit C.
 - e) Construction, Repair and Maintenance Agreement for Stormwater Utilities, Sanitary Sewer and Water Main Easement. DEVELOPER must execute an agreement with the CITY for maintenance of private stormwater utilities, sanitary sewer and water main easement.
- 2) **BUILDING PERMITS.** No building permits may be obtained until:
 - a) All the conditions in Paragraph 1 of this Exhibit D have been met.
 - b) Fire apparatus and access routes have been installed, excluding the issuance of the footing/foundation permit.
 - c) The following documents have been recorded:
 - Final Plat
 - Development Agreement
 - Construction, Repair and Maintenance Agreement for Stormwater Utilities, Sanitary Sewer and Water Main Easement
- 3) **CERTIFICATES OF OCCUPANCY.** Prior to issuance of any certificate of occupancy, all the following conditions must be satisfied:
 - a) All the conditions listed in Paragraphs 1 and 2 of this Exhibit D must be satisfied.

- b) The base course of bituminous for the streets serving the DEVELOPMENT PROPERTY must be constructed by the DEVELOPER and approved by the CITY and determined by the CITY to be available for use.
 - c) The utilities have been installed and are available for use.
 - d) As built surveys have been received by the CITY.
 - e) Sound wall on the south side and the west side of building three has been completed as shown in the DEVELOPMENT PLANS.
 - f) Each building for which the Certificate of Occupancy is being requested has been tested for 800 MHz radio coverage. If radio coverage testing fails within a building, the installation of bi-directional 800 MHz signal enhancement system shall be completed within 180 days of the testing report.
 - g) All storm water ponds and associated drainage features including storm sewer and drainage swales have been installed.
 - h) CITY has received a copy of the cross-access and parking agreement between properties occupied by buildings one, two and three.
- 4) **SUBDIVISION EROSION CONTROL.** DEVELOPER is responsible for erosion control throughout the FINAL PLAT pursuant to the NPDES permit until all lots in the FINAL PLAT are built upon and until turf is established in each of the individual lots in the FINAL PLAT.
- 5) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** The escrow amount stated on Exhibit F shall include an appropriate amount as determined by the Director of Public Works to ensure that the DEVELOPER removes any construction debris from streets adjoining the FINAL PLAT and from private properties that adjoin the FINAL PLAT. During the construction of the residences and other improvements within the FINAL PLAT, the DEVELOPER is responsible for removing any construction debris (including roofing materials, paper wrappings, construction material and other waste products resulting from construction) that may be blown from the construction site into adjoining private properties or into CITY streets or that may fall from delivery trucks onto adjoining private properties or CITY streets. Further, during construction, the DEVELOPER must clear the CITY streets of any dirt or other earthen material that may fall onto the CITY streets from the delivery trucks that are being used in the excavation and grading of the site.

EXHIBIT E
PERMITS, LICENSES AND OTHER APPROVALS

1. Any licenses or permits required by the Minnesota Department of Health.
2. NPDES Permit from the MPCA.
3. Right-of-Way Permit from the CITY.
4. Grading Permit from the CITY.
5. Any contractor licenses from the CITY or the State of Minnesota.
6. Building Permits from the CITY.
7. Electrical Permits from the CITY.
8. Utility permits that may be required from the CITY, State of Minnesota or any utility company.

EXHIBIT F
LETTERS OF CREDIT

SITE GRADING & EROSION CONTROL LOC

Site Grading & Erosion Control	Unit	Qty	Unit Cost	Total
Site Grading Restoration: Respread Topsoil	CY	16700	\$ 5.00	\$ 83,500
Site Grading Restoration: MnDOT 250 Seed & Mulch	AC	31.1	\$ 1,000.00	\$ 31,050
Misc. Site Grading	LS	1	\$ 5,000.00	\$ 5,000
Infiltration Basin Maintenance & Cleaning	LS	1	\$ 10,000.00	\$ 10,000
Erosion Control - Temporary Rock Construction Entrance	EA	2	\$ 1,500.00	\$ 3,000
Erosion Control - Silt fence, Machine Sliced	LF	4200	\$ 3.00	\$ 12,600
Erosion Control Blanket	SY	8000	\$ 3.50	\$ 28,000
Biorolls	LF	120	\$ 5.00	\$ 600
Inlet Protection	EA	18	\$ 250.00	\$ 4,500
Street Sweeper With Pick Up Broom	HR	10	\$ 180.00	\$ 1,800
Total Site Grading & Erosion Control				\$ 180,050
			LOC (150%)	\$ 270,075

SITE LANDSCAPING

Site Landscaping	Unit	Qty	Unit Cost	Total
Landscaping	LS	1	\$ 310,000.00	\$ 310,000
Total Site Landscaping				\$ 310,000
			LOC (150%)	\$ 465,000

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2022-112

**RESOLUTION APPROVING THE CONSTRUCTION PLANS
AND SPECIFICATIONS FOR HARKNESS APARTMENTS**

WHEREAS, NorthPoint Development, LLC, has applied for a final plat to be called Cottage Grove Logistics Park Second Addition creating one developable lot and one outlot, located on property legally described as:

Outlot B, COTTAGE GROVE LOGISTICS PARK, according to the recorded plat thereof, Washington County, Minnesota.

WHEREAS, the Developer will utilize the approved plans and specifications dated June 20, 2022, as prepared by Kimley-Horn and Associates to construct the public improvements within the subdivision; and

WHEREAS, the Developer will install the public improvements within the subdivision in accordance with current City ordinances and policies; and

WHEREAS, a development agreement and financial sureties are required for the development of this project.

NOW, THEREFORE, BE IT RESOLVED, that the City Council for the City of Cottage Grove, Washington County, Minnesota, hereby approves the Cottage Grove Logistics Park Second Addition construction plans and specifications dated June 20, 2022, as prepared by Kimley-Horn and Associates, subject to the following conditions:

1. The developer and builders must comply with all City ordinances and policies.
2. The developer and builders must comply with the review comments found in the July 14, 2022 memorandum from Stantec.
3. Modifications to final construction plans and specifications shall be permitted in writing by the City Engineer.

Passed this 17th day of August 2022.

Myron Bailey, Mayor

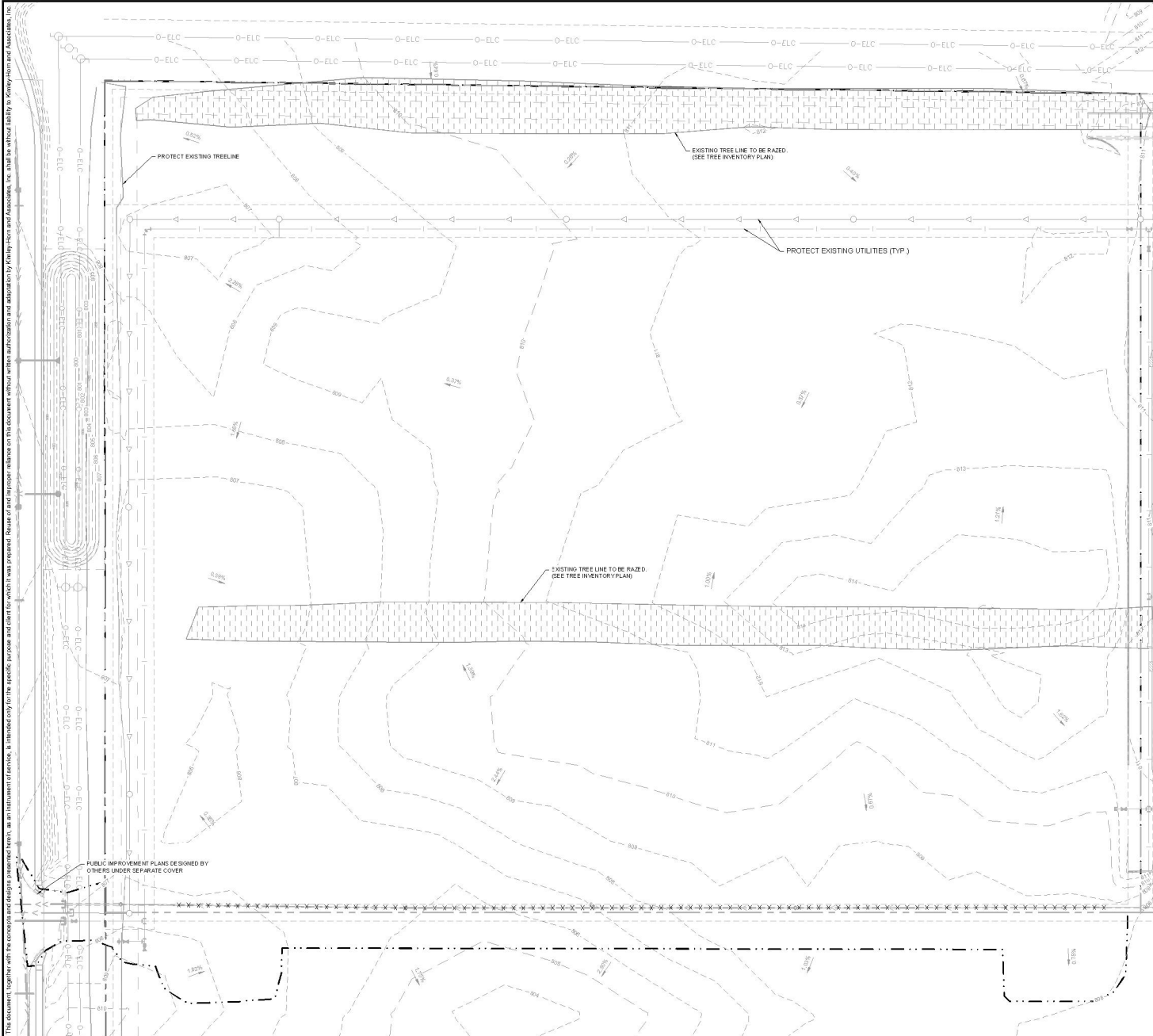
Attest:

Tamara Anderson, City Clerk

**SECTION 29, TOWNSHIP 27N, RANGE 21W
COTTAGE GROVE, WASHINGTON COUNTY, MN**

[illegible]

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kinley-Horn and Associates, Inc. shall be without liability to Kinley-Horn and Associates, Inc.



DEMOLITION PLAN NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR THE DEMOLITION, REMOVAL, AND DISPOSAL IN A LOCATION APPROVED BY A GOVERNING AUTHORITY ALL STRUCTURES, PAVES, WALLS, FLAMES, FOUNDATIONS, FENCES, AND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE PROTECTION OF ALL EXISTING UTILITIES. SUCH THAT THE IMPROVEMENTS ON THE PLANS CAN BE CONSTRUCTED. ALL UTILITIES TO BE REMOVED SHALL BE UNROOTED TO SUITABLE MANNER AND BROUGHT TO GRADE WITH SURFACES COMPACTED TO MEET THE PROJECT DOCUMENTS.
2. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL DEBRIS FROM THE SITE AND DISPOSING OF THE SAME IN AN APPROVED LOCATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE PROTECTION OF ALL EXISTING UTILITIES. SUCH THAT THE IMPROVEMENTS ON THE PLANS CAN BE CONSTRUCTED. ALL UTILITIES TO BE REMOVED SHALL BE UNROOTED TO SUITABLE MANNER AND BROUGHT TO GRADE WITH SURFACES COMPACTED TO MEET THE PROJECT DOCUMENTS.
3. THE CONTRACTOR SHALL MAINTAIN ALL UTILITY SERVICES TO ADJACENT PROPERTIES AT ALL TIMES. UTILITY SERVICES SHALL NOT BE INTERRUPTED WITHOUT APPROVAL FROM THE CONSTRUCTION MANAGER AND THE CITY OF SEASIDE.
4. THE CONTRACTOR SHALL COORDINATE WITH RESPECTIVE UTILITY COMPANIES PRIOR TO THE REMOVAL AND/OR RELOCATION OF UTILITIES. THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANY TO DETERMINE THE LOCATION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL FEES WHICH ARE TO BE PAID TO THE UTILITY COMPANY FOR THEIR SERVICES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.
5. THE LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THE PLAN HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR THE LOCATION OF ALL UTILITIES. IN THE EVENT OF A DEMOLITION ACTIVITY, THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES FOR LOCATIONS OF UTILITIES AND SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.
6. ALL EXISTING SERVICES, PIPES AND UTILITIES SHOWN ARE NOT TO BE INTERFERED AS THE EXACT LOCATION, OR ANY OBSTACLES THAT MAY OCCUR ON THE SITE, WHILE EXISTING CONDITIONS AND UTILITIES ARE BEING EXPOSED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.
7. ELECTRICAL, TELEPHONE, CABLE, WATER, FIBER OPTIC, AND GAS LINES NEED TO BE REMOVED OR RELOCATED SHALL BE COORDINATED WITH THE AFFECTED UTILITY COMPANY. ADEQUATE TIME SHALL BE ALLOWED FOR THE CONTRACTOR TO COORDINATE WITH THE UTILITY COMPANY. IT IS NECESSARY TO PROVIDE A SMOOTH TRANSITION IN UTILITY SERVICE. CONTRACTOR SHALL PAY CLOSE ATTENTION TO THE LOCATION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.
8. CONTRACTOR MUST PROTECT THE PUBLIC AT ALL TIMES WITH FENCINGS, BARRICADES, ENCLOSURES, ETC. (AND OTHER APPROPRIATE BEST MANAGEMENT PRACTICES) AS APPROVED BY THE CONSTRUCTION MANAGER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.
9. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES DURING CONSTRUCTION, AND SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.
10. PRIOR TO DEMOLITION, ALL EROSION CONTROL DEVICES ARE TO BE INSTALLED.
11. CONTRACTOR MAY LIMIT CARRY-OUT AND PAYMENT REMOVAL TO ONLY THOSE AREAS WHERE IT IS DETERMINED AS NECESSARY TO PROTECT THE SURROUNDING AREAS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.
12. THE CONTRACTOR SHALL COORDINATE WATER MAINS WITH THE FIRE DEPT. AND THE CITY WATER DEPARTMENT TO PLAN PROPOSED IMPROVEMENTS AND TO ENSURE ADEQUATE PROTECTION IS IN PLACE FOR ALL EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.
13. IN THE EVENT THAT REQUIREMENTS FOR THE PROTECTION OF ALL UTILITIES, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.
14. CONTRACTOR SHALL NOTIFY THE ENGINEER AT THE PROJECT DOCUMENTS.
15. CONTRACTOR SHALL NOTIFY THE ENGINEER AT THE PROJECT DOCUMENTS.

LEGEND

PROPERTY LINE

REMOVE MILTIMOUS SURFACE

REMOVE CONCRETE SURFACE

REMOVE BUILDING

CLEARING & GRUBBING

FULL DEPTH SAWCUT

REMOVE TREE

REMOVE CONCRETE CURB & GUTTER

REMOVE UTILITY LINES

FILL & ABANDON UTILITY LINES

LIMITS OF CONSTRUCTION

EXISTING OVERHEAD POWER LINE

EXISTING CHIMNEY/FINIS

EXISTING RETAINING WALL

EXISTING SATINRY SEWER

EXISTING STORM SEWER

EXISTING WATER MAIN

EXISTING GAS MAIN

EXISTING UNDERGROUND TELEPHONE

EXISTING UNDERGROUND CABLE

EXISTING CONTOUR

EXISTING CURB & GUTTER

EXISTING SIGN

EXISTING FLARED END SECTION

EXISTING STORM MANHOLE

EXISTING STORM CATCHBASIN

EXISTING GAS METER

EXISTING STOP INDICATOR VALVE

EXISTING WELL

EXISTING ALTERNATING SPRINKLER

EXISTING FLOOR DRAIN

EXISTING GATE VALVE

EXISTING HORIZONTAL

EXISTING METAL COVER

EXISTING ELECTRICAL METER

EXISTING AIR CONDITIONER

EXISTING TELEPHONE MANHOLE

EXISTING CABLE BOX

EXISTING GUY WIRE

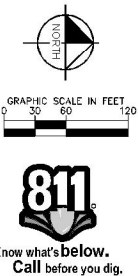
EXISTING POWER POLE

EXISTING LIGHT POLE

EXISTING TREE

EXISTING TREE LINE

Knob



ISSUED FOR PERMIT

CG LOGISTICS
PARK BUILDING 3
PREPARED FOR
NP CG LOGISTICS,
LLC
COTTAGE GROVE

DEMO PLAN

DECLARATION: CERTIFY THAT THIS PLAN
OR REPORT WAS PREPARED BY
OR UNDER THE DIRECT SUPERVISION AND
CONTROL OF A DULY LICENSED PROFESSIONAL
ENGINEER UNDER THE LAWS OF THE STATE OF
MISSISSIPPI.

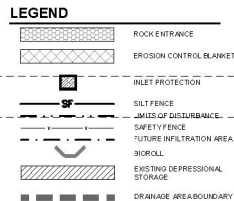
[Signature]

RYAN A. PHIPPS, P.E.

DATE: 08-20-2022 MN 53018
LIC. NO. LC, P.E.

Kimley»»Horn
2022 KIMLEY-HORN AND ASSOCIATES, INC.
767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114
PHONE: 651-545-4197
WWW.KIMLEY-HORN.COM

No.	REVISIONS	DATE	BY
-----	-----------	------	----



1. ALL PERMITTER DILIGENCE AND ROCK CONSTRUCTION ENTRANCES SHALL BE INSTALLED PRIOR TO CONSTRUCTION.
2. THE CONTRACTOR SHALL CONSTRUCT DRAINAGE BASINS PRIOR TO SITE GRADING.
3. THE CONTRACTOR SHALL INSTALL CATCH-BASIN EROSION CONTROL MEASURES.
4. WITHIN ONE HUNDRED (7) DAYS OF SITE GRADING, ALL DISTURBED AREAS SHALL BE STABILIZED WITH SEED, SOO, OR ROCK BASE. REFER TO LANDSCAPE PLANS FOR MATERIALS.
5. THE EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH CITY, STATE AND WATERSHED DISTRICT PERMITS.
6. THE CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL MEASURES, INCLUDING THE REMOVAL OF SILT IN CATCH BASINS, PRIOR TO ANY CONSTRUCTION ACTIVITY.
7. ANY EXCESS SEDIMENT IN FLOWED BASINS SHALL BE REMOVED BY THE CONTRACTOR.
8. REMOVE ALL EROSION CONTROL MEASURES AFTER VEGETATION IS ESTABLISHED.
9. THE CONTRACTOR SHALL REMOVE ALL SOILS AND SEDIMENT TRACKED ONTO EXISTING STREETS AND PAVED AREAS. THIS SHALL BE DONE PRIOR TO ANY CONSTRUCTION ACTIVITY IN ACCORDANCE WITH CITY REQUIREMENTS. IF BLOWING DUST BECOMES ANNUYANCE, THE CONTRACTOR SHALL APPLY FUMER FROM A TANK TRUCK TO ALL CONSTRUCTION AREAS.
10. ALL BLOWING DUSTING ACTIVITIES SHALL BE CONTINUED AS TO NOT CAUSE EROSION OR OTHER NUISANCE ISSUES.
11. MINIMUM OF 70% PERENNIAL VEGETATION COVERAGE AND REMOVAL OF EROSION CONTROL BMPs ARE REQUIRED FOR NOTIFICATION OF SITE PROGRESS. ANNUAL SHADOW PROGRESS MONITORING SHALL BE REQUIRED.
12. CONTRACTOR IS REQUIRED TO COORDINATE EROSION PREVENTION ACTIVITIES INCLUDING VEGETATION AS PART OF PERMIT, CLOSURE, OR PRELIMINARY PRELIMINARY PRELIMINARY SCHEDULES.
13. CONTRACTOR SHALL CONSIDER SEED AND SOO PER FIRMID'S SPECIFICATION 205, PLANTING SCHEDULE BELOW SHOWN FOR REFERENCE.
14. PERMITTER EROSION CONTROL SHALL BE INSTALLED BY THE CONTRACTOR AND INSPECTED BY THE CITY.

[illegible]

THE GC MUST UPDATE THE SWPPP, INCLUDING THE JOBSITE BINDER AND SITE MAPS, TO REFLECT THE PROGRESS OF CONSTRUCTION ACTIVITIES AND GENERAL CHANGES TO THE PROJECT SITE. UPDATES SHALL BE MADE DAILY TO TRACK PROGRESS WHEN ANY OF THE FOLLOWING ACTIVITIES OCCUR: BMP INSTALLATION, MODIFICATION OR REMOVAL, CONSTRUCTION ACTIVITIES (E.G., PAVING, STORM SEWER INSTALLATION, FOOTING INSTALLATION, ETC.), CLEARING, GRUBBING OR GRADING, OR TEMPORARY OR PERMANENT STABILIZATION.

THE CONTRACTOR MAY MODIFY OR ADD ADDITIONAL BMPs, WITHOUT ENGINEER APPROVAL, IN AN EMERGENCY SITUATION TO PREVENT SEDIMENT DISCHARGE OR PROTECT WATER QUALITY; HOWEVER, GC MUST NOTIFY THE ENGINEER AS SOON AS PRACTICAL AS TO THEIR ACTIONS TO DISCUSS THE NEED FOR ADDITIONAL OR SUPPLEMENTAL MEASURES AND TO OBTAIN THE REQUIRED APPROVALS. THE CONTRACTOR IS ULTIMATELY RESPONSIBLE TO ENSURE COMPLIANCE WITH THE PERMIT AND PROTECTION OF DOWNSIDE WATER QUALITY.

AMENDING THE SWPPP DOES NOT MEAN THAT IT HAS TO BE REPRINTED. IT IS ACCEPTABLE TO ADD ADDENDA, SKETCHES, NEW SECTIONS, DETAILS, AND/OR REVISED DRAWINGS THAT HAVE THE ENGINEER NAME IN PRINT, ARE STAMPED, SIGNED, DATED, AND ARE ACCOMPANIED BY WRITTEN COPY OF THE ASSOCIATED RFI AND ITS RESPONSE FROM ENGINEER ENGINEERED ITEMS MUST BE SIGNED AND STAMPED BY THE ENGINEER OF RECORD FOR THE PROJECT.

UPON IMPLEMENTATION AND INSTALLATION OF THE FOLLOWING AREAS: TRAILER, PARKING, LAYDOWN, PORTA-POTTY, WHEEL WASH, CONCRETE WASHOUT, FUEL AND MATERIAL STORAGE CONTAINERS, SOLID WASTE CONTAINERS, ETC., IMMEDIATELY DENOTE THEM ON THE SITE MAPS AND NOTE ANY CHANGES IN LOCATION AS THEY OCCUR THROUGHOUT THE CONSTRUCTION PROCESS.

EMP AND EROSION CONTROL INSTALLATION SEQUENCE SHALL BE AS FOLLOWS:

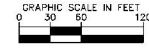
EMIP AND EROSION CONTROL INSTALLATION SEQUENCE SHALL BE AS FOLLOWS:

1. INSTALL INLET PROTECTION AT EXISTING STORMWATER CULVERTS.
2. CONSTRUCT STABILIZED CONSTRUCTION ENTRANCE (1). CONCRETE WASHOUT PIT (1) AND INSTALL Silt FENCE.
- 3 REPAIR TEMPORARY PARKING AND STORAGE AREA.
4. CONSTRUCT AND STABILIZE DIVERSIONS AND TEMPORARY SEDIMENT TRAPS.
5. PERFORM CLEARING AND GRUBBING OF THE SITE. PERFORM MASS GRADING, ROUGH GRADE TO ESTABLISH PROPOSED DRAINAGE PATTERNS.
6. START CONSTRUCTION OF THE BUILDING PAD AND STRUCTURES.
7. TEMPORARILY SEED WITH PINE LIVE SEED, THROUGHOUT CONSTRUCTION, DISTURBED AREAS THAT WILL BE INACTIVE FOR 30 DAYS OR MORE OR AS REQUIRED BY NYPEDES AND/OR CITY OF COTTAGE GROVE GRADING PERMIT.

SEEDING INSTALLATION AND ESTABLISHMENT SCHEDULE	
PERMANENT STABILIZATION	0-14 DAYS MIDOT 25-111 SPRING PLANTING DATES: APRIL 1- JULY 20 FALL PLANTING DATES: JULY 20- OCTOBER 20
	MIDOT 25-151 FOR LOW MAINTENANCE TURF WITH EROSION CONTROL BLANKETS SPRING PLANTING DATES: APRIL 1- JUNE 1 FALL PLANTING DATES: JULY 20- SEPTEMBER 20
	MIDOT 35-301 FOR STORMWATER SOUTH AND WEST SEED MIX WITH EROSION CONTROL BLANKETS SPRING PLANTING DATES: APRIL 15- JULY 20 FALL PLANTING DATES: SEPTEMBER 20- OCTOBER 20
	SALT TOLERANT SOD SOD 15- 10-10-10

- * SEE LA PLANS FOR DETAILS AND SPECIFICATIONS FOR ABOVE REFERENCED SEED DESIGN
- * PLANTING OUTSIDE THE PLANTING WINDOWS) SHALL NOT OCCUR UNLESS APPROVED BY THE CITY AND ENGINEER. TEMPORARY OR PERMANENT IRRIGATION AND ESTABLISHMENT OF WEED CONTROL PREVENTION ACTIVITIES FOR NATIVE SEEDBED AREAS MUST BE PROVIDED FOR ADDITIONAL OF PLANTING OUTSIDE OF PLANTING WINDOW.

PH. I BMP QUANTITIES TABLE	
SILT FENCE	±3,900 LF
ROCK CONSTRUCTION ENTRANCE	2 EA.



Know what's below.
Call before you dig.

ISSUED FOR PERMIT

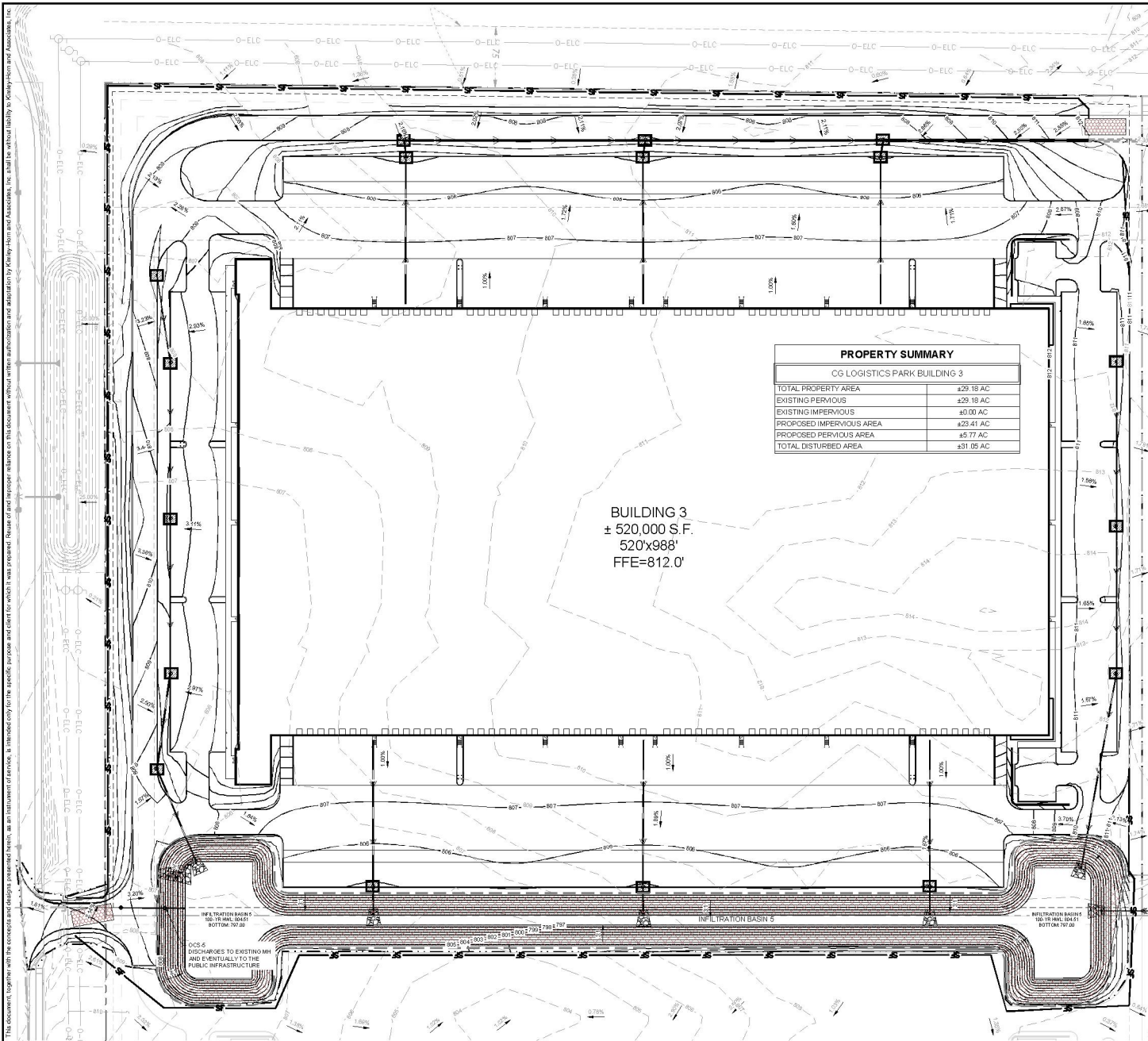
**EROSION AND
SEDIMENT
CONTROL PLAN -
PHASE 1**

CG LOGISTICS
PARK BUILDING 3
PREPARED FOR
NP CG LOGISTICS,
LLC
COTTAGE GROVE

SHEET NUMBER
C300

Kimley»Horn
© 2022 KIMLEY-HORN AND ASSOCIATES, INC.
767 EUGST STREET, SUITE 100, ST. PAUL, MN 55114
PHONE: 651-645-4197
WWW.KIMLEY-HORN.COM

	No.	REVISIONS	DATE	BY



PROPERTY SUMMARY	
CG LOGISTICS PARK BUILDING 3	
TOTAL PROPERTY AREA	±29.18 AC
EXISTING PERVIOUS	±29.18 AC
EXISTING IMPERVIOUS	±0.00 AC
PROPOSED PERVIOUS AREA	±23.41 AC
PROPOSED IMPERVIOUS AREA	±5.77 AC
TOTAL DISTURBED AREA	±31.05 AC

LEGEND

- ROCK ENTRANCE
- EROSION CONTROL BLANKET
- LANDSCAPE AREA; SEE LANDSCAPE PLANS FOR COVER DETAIL
- INLET PROTECTION
- SILT FENCE
- LIMITS OF DISTURBANCE
- SAFETY FENCE
- BIOROLL

EROSION CONTROL MAINTENANCE:

- ALL MEASURES STATED ON THE EROSION AND SEDIMENT CONTROL PLAN AND IN THE STORM WATER POLLUTION PREVENTION PLAN SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL NO LONGER REQUIRED FOR A COMPLETED PHASE OF WORK OR FINAL REVEGETATION OF THE SITE. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE CHECKED BY A CERTIFIED PERSON AT AND CLEARED AND REPAIRED IN ACCORDANCE WITH THE FOLLOWING:
1. INLET PROTECTION DEVICES AND BARRIERS SHALL BE REPAIRED OR REPLACED IF THEY SHOW SIGNS OF UNDERMINING, OR DETEIORATION.
 2. SILT FENCES SHALL BE CHECKED REGULARLY TO SEE THAT A GOOD STAND IS MAINTAINED. AREAS SHOULD BE FERTILIZED, WATERED, AND RESEED AS NEEDED FOR MAINTENANCE REQUIREMENTS REFER TO THE STANDARD SPECIFICATIONS.
 3. SILT FENCES SHALL BE REPAIRED TO THEIR ORIGINAL CONDITIONS IF DAMAGED. SEDIMENT SHALL BE REMOVED FROM THE SILT FENCES WHEN IT REACHES ONE-THIRD THE HEIGHT OF THE SILT FENCE OR BIOROLL.
 4. THE CONSTRUCTION ENTRANCES SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OF FLOORS OF MUD, SOIL, OR ROCK BASE. REFER TO LANDSCAPE PLANS FOR MATERIALS.
 5. THE TEMPORARY PARKING AND STORAGE AREA SHALL BE KEPT IN GOOD CONDITION (SUITABLE FOR PARKING AND STORAGE). THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE TEMPORARY PARKING AND STORAGE AREA.
 6. ALL MAINTENANCE OPERATIONS SHALL BE DONE IN A TIMELY MANNER BUT IN NO CASE LATER THAN 2 CALENDAR DAYS FOLLOWING THE INSPECTION.

EROSION CONTROL PLAN NOTES

1. ALL PERMETER SILT FENCE AND ROCK CONSTRUCTION ENTRANCES SHALL BE INSTALLED PRIOR TO CONSTRUCTION.
2. THE CONTRACTOR SHALL CONSTRUCT DRAINAGE BASINS PRIOR TO SITE GRADING.
3. THE CONTRACTOR SHALL INSTALL CATCH BASIN EROSION CONTROL MEASURES.
4. WITHIN ONE WEEK OF BASIS OF SITE GRADING, ALL DISTURBED AREAS SHALL BE STABILIZED WITH SEED, SOIL, OR ROCK BASE. REFER TO LANDSCAPE PLANS FOR MATERIALS.
5. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH CITY, STATE, AND FEDERAL REQUIREMENTS.
6. THE CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL MEASURES, INCLUDING THE REMOVAL OF SILT IN FRONT OF SILT FENCES DURING THE DURATION OF THE CONSTRUCTION.
7. ANY EXCESS SEDIMENT IN PROPOSED BASINS SHALL BE REMOVED BY THE CONTRACTOR.
8. REMOVE ALL EROSION CONTROL MEASURES AFTER VEGETATION IS ESTABLISHED.
9. THE CONTRACTOR SHALL REMOVE ALL SOILS AND SEDIMENT TRACKED ONTO EXISTING DRIVEWAYS AND PARKING AREAS AND SWEEP ADJACENT STREETS AS NECESSARY IN ACCORDANCE WITH CITY REQUIREMENTS.
10. FLOWING DUST BECOMES ANNUISANCE, THE CONTRACTOR SHALL APPLY WATER FROM A TANK TRUCK TO ALL CONSTRUCTION AREAS.
11. EROSION CONTROL BMPs SHALL BE INSTALLED BY THE CONTRACTOR AND INSPECTED BY THE CITY PRIOR TO COMMENCEMENT OF ALL OTHER WORK. CONTRACTOR SHALL PROVIDE MINIMUM 24 HOUR NOTICE TO CITY.
12. PERMETER EROSION CONTROL MUST BE INSTALLED BY THE CONTRACTOR AND INSPECTED BY THE CITY PRIOR TO ANY WORK. CONTRACTOR MUST PROVIDE MINIMUM 24 HOUR NOTICE.

SWPPP UPDATES AND AMENDMENTS

THE SWPPP MUST BE UPDATED, INCLUDING THE JOBSITE MAPS AND SITE MAPS, TO REFLECT THE PROGRESS OF CONSTRUCTION ACTIVITIES AND GENERAL CHANGES TO THE PROJECT. SITE UPDATES SHALL BE MADE DAILY TO TRACK PROGRESS WHEN ANY OF THE FOLLOWING ACTIVITIES OCCUR: BMP INSTALLATION, MODIFICATION OR REMOVAL, CONSTRUCTION ACTIVITIES (E.G., PAVING, STORM SEWER INSTALLATION, FOOTING INSTALLATION, ETC.), CLEARING, GRUBBING OR GRADING, OR TEMPORARY OR PERMANENT STABILIZATION.

THE CONTRACTOR MAY MODIFY OR ADD ADDITIONAL BMPs, WITHOUT ENGINEER APPROVAL, IN AN EMERGENCY SITUATION TO PREVENT SEDIMENT DISCHARGE OR PROTECT WATER QUALITY. HOWEVER, CC MUST NOTIFY THE ENGINEER AS SOON AS PRACTICABLE AS TO THEIR ACTIONS TO DISCUSS THE NEED FOR ADDITIONAL OR SUPPLEMENTAL MEASURES AND TO OBTAIN THE REQUIRED APPROVALS. THE CONTRACTOR IS ULTIMATELY RESPONSIBLE TO ENSURE COMPLIANCE WITH THE PERMIT AND PROTECTION OF DOWNSTREAM WATER QUALITY.

RECORDING THE SWPPP DOES NOT MEAN THAT IT IS TO BE REPRODUCED. IT IS ACCEPTABLE TO ADD ADDITIONAL SKETCHES, NEW SECTIONS, DETAILS, AND/OR REVISED DRAWINGS THAT HAVE THE ENGINEER NAME IN PERMITS, STAMPED, SIGNED, DATED, AND ACCOMPANIED BY WRITTEN COPY OF THE ASSOCIATED PERMIT AND ITS RESPONSE FROM ENGINEER. ENGINEERED ITEMS MUST BE SIGNED AND STAMPED BY THE ENGINEER OF RECORD FOR THE PROJECT.

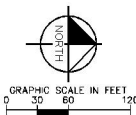
SEQUENCE OF CONSTRUCTION:

UPON IMPLEMENTATION AND INSTALLATION OF THE FOLLOWING AREAS: TRAILER, PARKING, LADOWN, PORT A POTT, WHEEL WASH, CONCRETE WASHOUT, FUEL AND MATERIAL STORAGE, CONTAINERS, SOLID WASTE CONTAINERS, ETC., IMMEDIATELY DENOTE THEM ON THE SITE MAPS AND NOTE ANY CHANGES IN LOCATION AS THEY OCCUR THROUGHOUT THE CONSTRUCTION PROCESS.

BMP AND EROSION CONTROL INSTALLATION SEQUENCE SHALL BE AS FOLLOWS:

1. INSTALL INLET PROTECTION AT EXISTING STORMWATER CULVERTS.
2. CONSTRUCT STABILIZED CONSTRUCTION ENTRANCE (1), CONCRETE WASHOUT PIT (1) AND METAL SILT FENCE.
3. PREPARE TEMPORARY PARKING AND STORAGE AREA.
4. CONSTRUCT AND STABILIZE COVERING AND TEMPORARY SEDIMENT TRAPS.
5. PERFORM CLEARING AND GRUBBING OF THE SITE. PERFORM MASS GRADING, ROUGH GRADE TO ESTABLISH PROPOSED FUTURE LAYOUT.
6. START CONSTRUCTION OF THE BUILDING PAD AND STRUCTURES.
7. TEMPORARILY SEED WITH PURE LIVE SEED THROUGHOUT CONSTRUCTION. DISTURBED AREAS THAT WILL BE INACTIVE FOR 14 DAYS OR MORE OR AS REQUIRED BY NPDES AND/OR CITY OF COTTAGE GROVE GRADING PERMIT.

PH. II BMP QUANTITIES TABLE	
SILT FENCE	±4,200 LF
ROCK CONSTRUCTION ENTRANCE	2 EA.
INLET PROTECTION	18 EA.
BIOROLL	±115,000 LF
EROSION CONTROL BLANKET	±72,000 SF



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CG LOGISTICS
PARK BUILDING 3
SEDIMENT
CONTROL PLAN -
PHASE 2

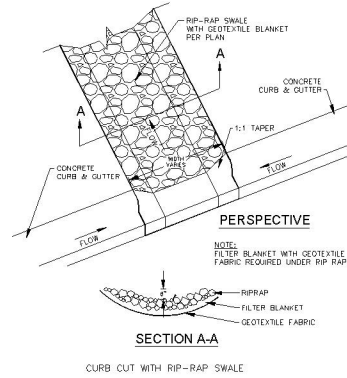
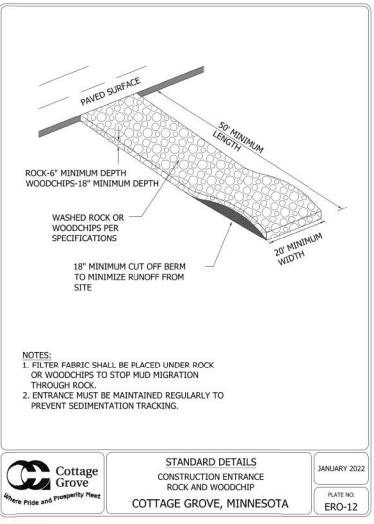
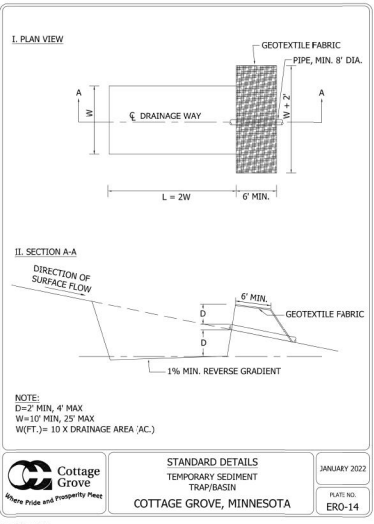
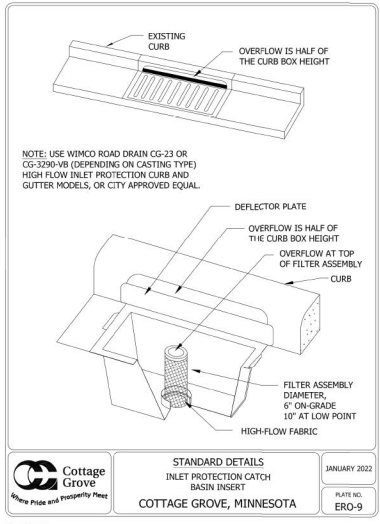
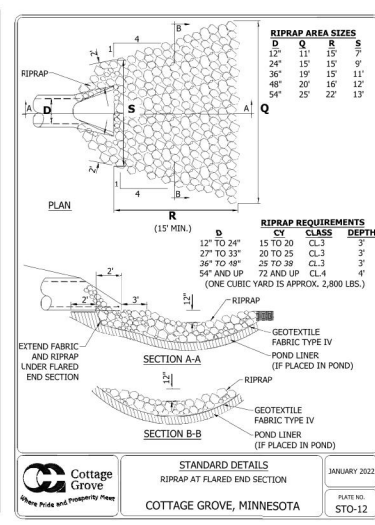
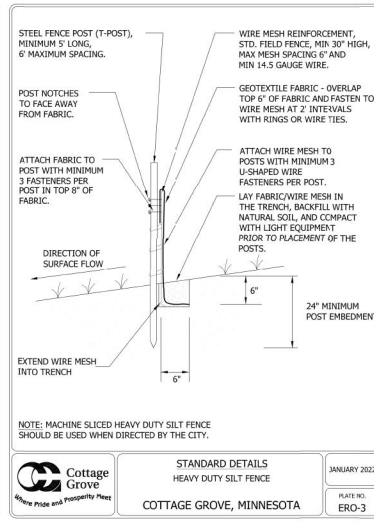
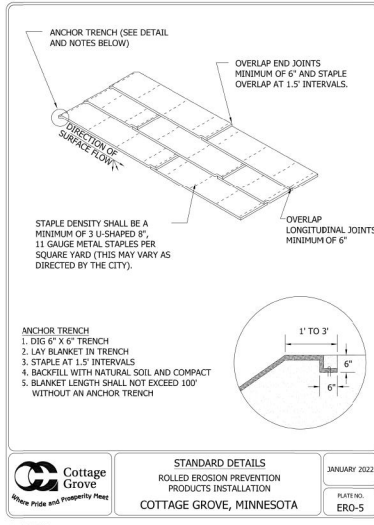
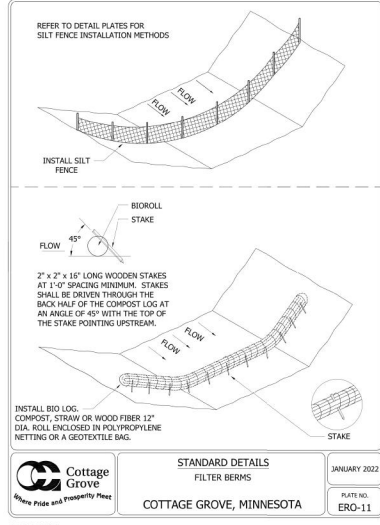
CG LOGISTICS
PARK BUILDING 3
PREPARED FOR
NP CG LOGISTICS,
LLC
COTTAGE GROVE
MN

SHEET NUMBER
C301

NO.	REVISIONS	DATE	BY

Kimley-Horn
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705 EUTIS STREET, SUITE 100, ST. PAUL, MN 55114
PHONE: 651-464-4187
WWW.KIMLEY-HORN.COM

PROJECT NO.	22-000000	DATE	06/29/2022	U.S. A.S.	06/29
DESIGNER	R/K	SCALE	AS SHOWN	DATE	06/29/2022
CHECKED BY	R/K	DATE	06/29/2022	U.S. A.S.	06/29



ISSUED FOR PERMIT

CG LOGISTICS
PARK BUILDING 3
PREPARED FOR
NP CG LOGISTICS,
LLC
COTTAGE GROVE, MN

EROSION AND
SEDIMENT
CONTROL DETAILS

PROJECT
DATE
SCALE
DESIGNED BY
CHECKED BY

Kimley-Horn
2022 KIMLEY-HORN AND ASSOCIATES, INC.
705 EUTIS STREET, SUITE 100, ST. PAUL, MN 55114
PHONE 651-446-4187
WWW.KIMLEY-HORN.COM

REVISIONS
NO
DATE
BY



1. ALL WORKS AND MATERIALS SHALL COMPLY WITH ALL CITY/COUNTY REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
2. REFER TO CITY OF COTTAGE GROVE STANDARD PROJECT MANUAL FOR UTILITY AND STREET CONSTRUCTION*, DATED JANUARY 2007, FOR CONSTRUCTION SPECIFICATIONS.
3. CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF VESTIBLES, LOOSE PLANTING, SEVERALS, ETC. PORCHES, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ELEVATIONS.
4. IF ANY NEST CURBED RAKE AND TO BE A CUTTER CURBED RAKE TO BE 10" UNLESS OTHERWISE NOTED. STRIPPED RAKE TO BE 8"
5. ALL DIMENSIONS AND RAKES ARE TO BE OF THE CURB UNLESS OTHERWISE NOTED.
6. EXISTING STRUCTURES WITHIN CONSTRUCTION LIMITS ARE TO BE ABANDONED, REMOVED OR RELOCATED AS NECESSARY. ALL COSTS TO BE BORNE BY CONTRACTOR.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS, (UNLESS OTHERWISE NOTED OR PLACED AS INCLUDING BUT NOT LIMITED TO ALL UTILITIES: STORM DRAINAGE, SIGNALS, TRAFFIC SIGNALS & POLES, ETC.) AND SHALL BE RESPONSIBLE FOR ALL RELOCATIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS.
8. BACKGROUND INFORMATION ON THIS PROJECT WAS PROVIDED BY WESTWOOD PROFESSIONAL SERVICES, MINNEAPOLIS, MN, 55401-0202.
9. CONTRACTOR ASSUMES NO LIABILITY FOR ANY ERRORS, INACCURACIES, OR OMISSIONS ON THESE PLANS.
10. ALL INFORMATION SHALL BE CONSTRUCTED BY OTHERS. SHOWN FOR GRAPHICAL & INFORMATIONAL PURPOSES ONLY. CONTRACTOR TO VERIFY SIZE, LOCATION AND ANY REQUIRED PERMITS NECESSARY FOR THE CONSTRUCTION OF THE PLYCON / MONUMENT SIGN.
11. CONTRACTOR SHALL REFERENCE ARCH WEP PLANS FOR SITE LIGHTING AND ELECTRICAL PLAN.
12. NO OFF-USE LANDSCAPING SUCH AS TREES OR SHRUBS, ABOVE AND UNDERGROUND STRUCTURES, OR CONSTRUCTIONS SHALL BE PLACED ON OR NEAR OR PROPOSED UTILITY ELEVATIONS AND RIGHTS OF WAY UNLESS SPECIFICALLY NOTED ON PLANS OTHERWISE.
13. REFERENCE ARCHITECTURAL PLANS FOR DUMPSTER ENCLOSURE DETAILS.
14. REFER TO FINAL PLAT OR ALTAIR SURVEY FOR EXACT LOT AND PROPERTY BOUNDARY DIMENSIONS.
15. ALL AREAS ARE ROUNDED TO THE NEAREST SQUARE FOOT.
16. ALL DIMENSIONS ARE ROUNDED TO THE NEAREST TENTH FOOT.
17. ALL PARKING STALLS TO BE 8' IN WIDTH AND 10' IN LENGTH UNLESS OTHERWISE INDICATED.
18. DELINEATED WETLANDS DETERMINED TO BE INCIDENTAL AND NEITHER AVOIDANCE OR MITIGATION ARE REQUIRED, SEE WETLAND SURVEY FOR FURTHER INFORMATION.

CG LOGISTICS PARK BUILDING 3

TOTAL DISTURBED AREA	±31.05 AC
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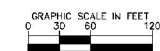
BUILDING DATA SUMMARY

AREAS	
1	2
3	4
5	6
7	8
9	10
11	12
13	14
15	16
17	18
19	20
21	22
23	24
25	26
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81	82
83	84
85	86
87	88
89	90
91	92
93	94
95	96
97	98
99	100

PARKING

[illegible]

	PROPERTY LINE
	SETBACK LINE
	ORANGE AND UTILITY EASEMENT
	PROPOSED 8' BEEDE OR GRANTE BUFF TECT MOLDED FENCE SOUND WALL
	RETAINING WALL
	PROPOSED CURB AND GUTTER
	PROPOSED HEAVY DUTY ASPHALT
	PROPOSED STANDARD DUTY ASPHALT
	PROPOSED CONCRETE PAVEMENT
	PROPOSED CONCRETE SIDEWALK
	PROPOSED STORMWATER MANAGEMENT AREA



ISSUED FOR PERMIT

SITE PLAN

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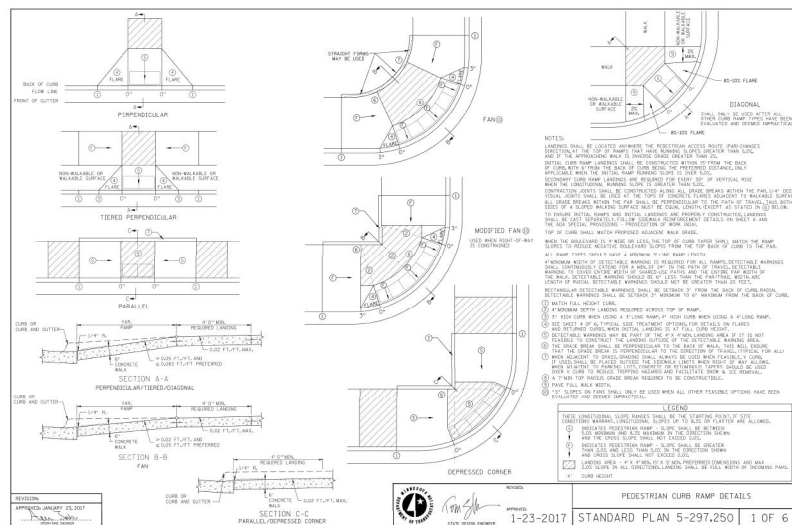
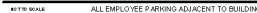
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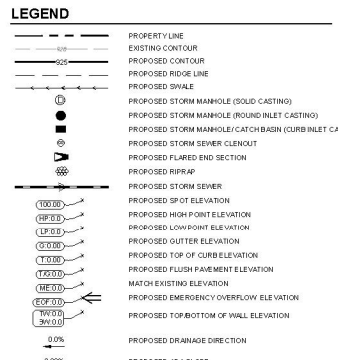
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- NOTES



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PARK BUILDING 3
PREPARED FOR
NP CG LOGISTICS,
SHEET NUMBER
C500

COTTAGE GROVE
LLC
MN

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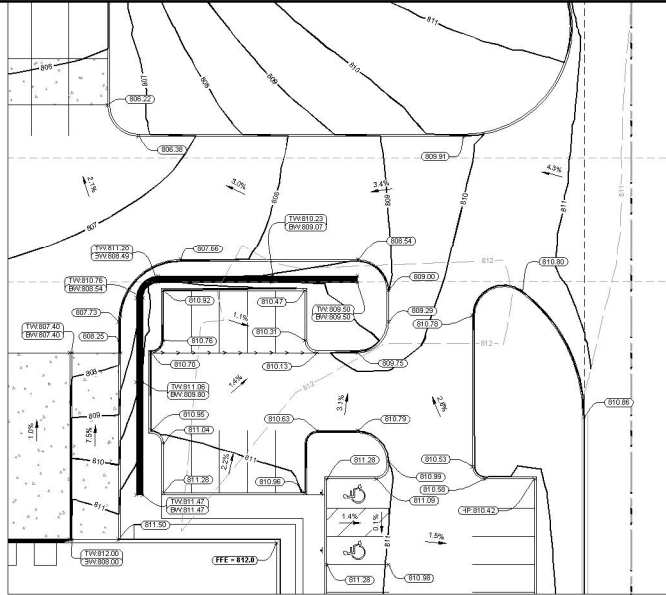
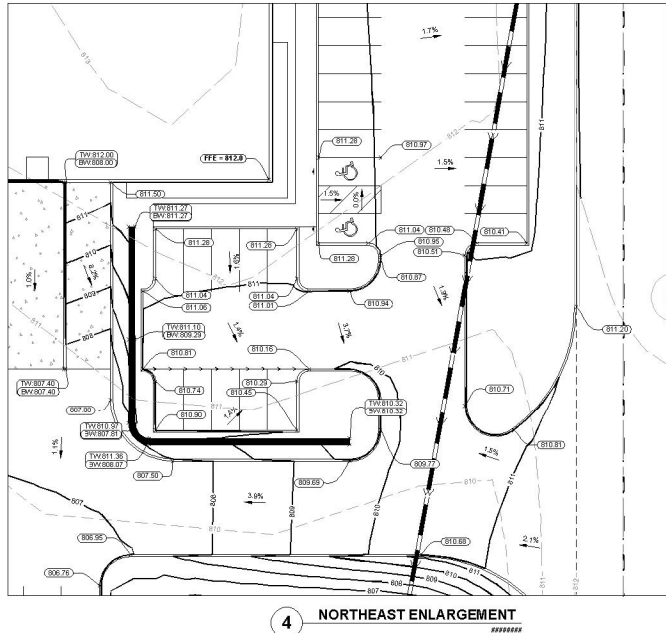
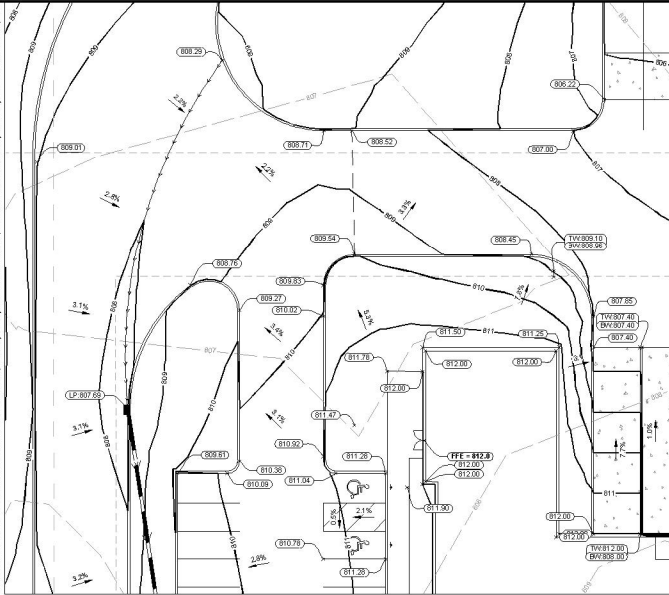
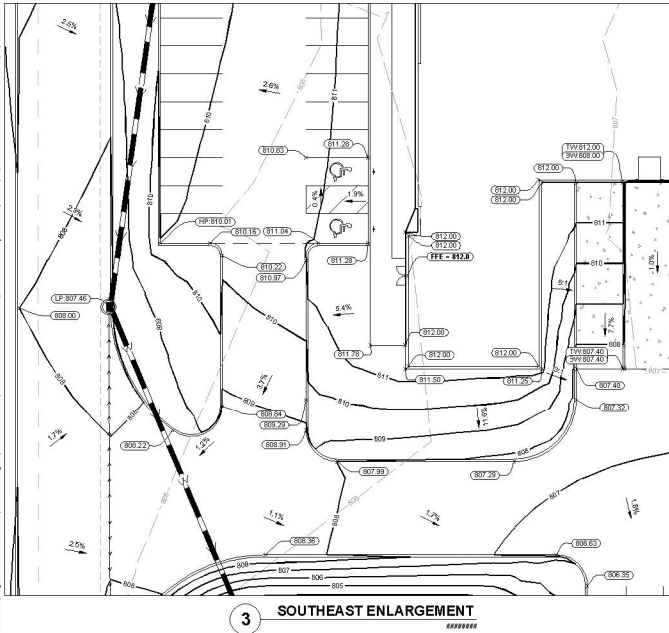


 R. A. A. PHELPS, P.E.

DATE: 06-23-2022 MN LIC. NO. 55618

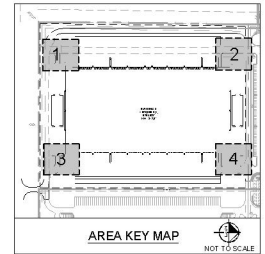
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[illegible]



- LEGEND**
- PROPERTY LINE
 - EXISTING CONTOUR
 - PROPOSED CONTOUR
 - PROPOSED RIDGE LINE
 - PROPOSED SWALE
 - PROPOSED STORM MANHOLE (SOLID CASTING)
 - PROPOSED STORM MANHOLE (ROUND INLET CASTING)
 - PROPOSED STORM MANHOLE/CATCH BASIN (CURB INLET CASTING)
 - PROPOSED STORM BROW CUTOFF
 - PROPOSED FLARED END SECTION
 - PROPOSED RIPRAP
 - PROPOSED STORM SEWER
 - PROPOSED SPOT ELEVATION
 - PROPOSED HIGH POINT ELEVATION
 - PROPOSED LOW POINT ELEVATION
 - PROPOSED GUTTER ELEVATION
 - PROPOSED TOP OF CURB ELEVATION
 - PROPOSED FLOOR FINISH ELEVATION
 - MATCH EXISTING ELEVATION
 - PROPOSED EMERGENCY OVERFLOW ELEVATION
 - PROPOSED TOP/BOTTOM OF WALL ELEVATION
 - PROPOSED DRAINAGE DIRECTION
 - PROPOSED ADAS SLOPE

- GRADING PLAN NOTES**
- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE CITY OF COTTAGE GROVE, SPECIFICATIONS AND BUILDING PERMIT REQUIREMENTS.
 - CONTRACTOR TO CALL Gopher State Call One @ 1-800-252-1188 AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATION/CONSTRUCTION FOR UTILITY LOCATIONS.
 - CONTRACTOR TO FIELD VERIFY THE LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES AND TOPOGRAPHY PRIOR TO THE START OF SITE GRADING. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE PROJECT ENGINEER OF ANY DISCREPANCIES OR VARIATIONS.
 - SUBGRADE EXCAVATION SHALL BE BACKFILLED IMMEDIATELY AFTER EXCAVATION TO HELP OFFSET ANY STABILITY PROBLEMS DUE TO WATER SEEPAGE OR STEEP SLOPES. WHEN PLACING NEW SURFACE MATERIAL ADJACENT TO EXISTING PAVEMENT, THE EXCAVATION SHALL BE BACKFILLED PROPERLY TO AVOID UNDERMINING OF EXISTING PAVEMENT.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR ALL HORIZONTAL AND VERTICAL CONTROL.
 - GRADES SHOWN ARE FINISHED GRADES. CONTRACTOR SHALL ROUGH GRADE TO SUBGRADE ELEVATION AND LEAVE STREET READY FOR SUBGRADE.
 - ALL EXCESS MATERIAL, BITUMINOUS SURFACING, CONCRETE ITEMS, ANY ABANDONED UTILITY ITEMS, AND OTHER UNDESIRABLE MATERIALS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF OFF THE CONSTRUCTION SITE.
 - CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTION OF PAVEMENTS AND CURB AND GUTTER WITH SMOOTH UNIFORM SLOPES TO PROVIDE POSITIVE DRAINAGE.
 - INSTALL A MINIMUM OF 4" CLASS 5 AGGREGATE BASE UNDER CURB AND GUTTER AND CONCRETE SIDEWALKS.
 - UPON COMPLETION OF EXCAVATION AND FILLING, CONTRACTOR SHALL RESTORE ALL STREETS AND DISTURBED AREAS ON SITE. ALL DISTURBED AREAS SHALL BE RE-VEGETATED WITH MINIMUM OF 4" OF TOPSOIL.
 - ALL SPOT ELEVATIONS/CONTOURS ARE TO GUTTER / FLOWLINE UNLESS OTHERWISE NOTED.
 - GRADING FOR ALL SIDEWALKS AND ACCESSIBLE ROUTES INCLUDING CROSSING DRIVEWAYS SHALL CONFORM TO CURRENT ADA INTERNATIONAL STANDARDS. IN NO CASE SHALL ACCESSIBLE PAVEMENT SLOPES EXCEED 1% VERTICAL TO 12% HORIZONTAL. IN NO CASE SHALL SIDEWALK CROSS SLOPES EXCEED 2%. IN NO CASE SHALL LONGITUDINAL SIDEWALK SLOPES EXCEED 5%. IN NO CASE SHALL ACCESSIBLE WALKING STALLS OR AISLES EXCEED 2% (1.5% TARGET) IN ALL DIRECTIONS. SIDEWALK ACCESS TO EXTERNAL BUILDING DOORS AND GATES SHALL BE ADA COMPLIANT. CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY IF ADA CRITERIA CANNOT BE MET IN ANY LOCATION PRIOR TO PAVING. NO CONTRACTOR CHANGE ORDERS WILL BE ACCEPTED FOR ADA COMPLIANCE ISSUES.
 - MAINTAIN A MINIMUM OF 0.5% GUTTER SLOPE TOWARDS LOW POINTS.
 - MAINTAIN A MINIMUM OF 1.25% SLOPE IN BITUMINOUS PAVEMENT AREAS, 0.5% SLOPE IN CONCRETE PAVEMENT AREAS.
 - CONTRACTOR SHALL RE-VEGETATE PAVEMENT ADJACENT AND CONSTRUCT "WALL CURB" WHERE PAVEMENT DRAINS TOWARD GUTTER, AND "OUTLET CURB" WHERE PAVEMENT DRAINS AWAY FROM GUTTER.



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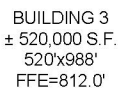
CG LOGISTICS
PARK BUILDING 3
PREPARED FOR
NP CG LOGISTICS, LLC
COTTAGE GROVE, MN

GRADING PLAN
ENLARGEMENTS

DATE: 06/29/2022
BY: [Signature]
CHECKED BY: [Signature]
DATE: 06/29/2022
BY: [Signature]

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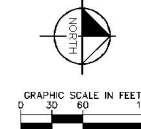
NO.	REVISIONS	DATE	BY
1	NO		



- PROPERTY LINE
PROPOSED STORM MANHOLE (SOLID CASTING)
PROPOSED STORM MANHOLE (ROUND INLET CASTING)
PROPOSED STORM MANHOLE/CATCH BASIN (CURB INLET CASTING)
PROPOSED STORM SEWER CLEANOUT
PROPOSED FLARED END SECTION
PROPOSED RIPRAP
PROPOSED STORM SEWER
PROPOSED STORM SEWER
PROPOSED WATERMAN
PROPOSED SANITARY SEWER

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE CITY OF COTTAGE GROVE SPECIFICATIONS AND BUILDING PERMIT REQUIREMENTS.

2. CONTRACTOR SHALL CALL OUPHER STATE CALL ONE (1) AT +800-252-4169, AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATION/CONSTRUCTION OF ANY UTILITY LOCATIONS.
3. STORM SEWER PIPE SHALL BE AS FOLLOWS:
 - R/P PER ASTM D-3034
 - D/P - 18" PER AASHTO M-252
 - SLOPE: 12" OR GREATER PER ASTM D-3034
 - P/C ASTM D-41-1795
4. STORM SEWER FITTINGS SHALL BE:
 - R/P PER ASTM D-3034, JOINTS PER ASTM C-381, C-590, AND C-443
 - SLOPE PER ASTM D-3034, JOINTS PER ASTM D-3212
5. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL HORIZONTAL AND VERTICAL CONTROL.
6. CONTRACTOR SHALL EXCAVATE DRAINAGE TRENCHES TO FOLLOW PROPOSED STORM SEWER ALIGNMENT.
7. REFLECT THE RESULTS PLAN FOR SANITARY SEWER MAIN, WATER MAIN, FLOOD MAIN, CALL AND ELEVATIONS AND CENTERLINE / STRUCTURE LOCATION.
8. CONTRACTOR TO PROVIDE 3" INSULATION BY 5" WIDE CENTERED ON STORM PIPE IF LESS THAN 4' OF COVER IN PAVEMENT AREAS AND LESS THAN 1' OF COVER IN LAWN OR AREAS.
9. ROOF DRAIN INLET CONNECTION AT THE BUILDING SHALL BE AT ELEVATION 802.00 OR LOWER UNLESS NOTED OTHERWISE. REFERENCE MEAS PLANS FOR ROOF DRAIN CONNECTION.
10. STORM SEWER CONNECTIONS SHALL BE GASKETED AND WATER TIGHT INCLUDING MANHOLE CONNECTIONS.
11. ALL STORM SEWER PIPE SHALL BE AS TESTED IN ACCORDANCE WITH THE CURRENT FLUMING CODE.



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STORM SEWER
PLAN

KIA PROJECT	106882007	DATE	06/20/2022	SCALE	AS SHOWN	DESIGN BY	RAP	DRAWN BY	RAV	 R. A. M. PHIPPS, P.E. MN
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CHECKED BY	RAV
DATE	03 29 2022
LN	55018
LC NO.	

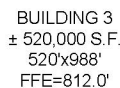
COTTAGE GROVE
LLC



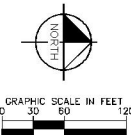


TYPICAL INFILTRATION CROSS SECTION FOR BASIN #5

OUTLET CONTROL STRUCTURE - #5
NOT TO SCALE



EXISTING	PROPOSED	
		GATE VALVE
		HYDRANT
		REDUCER
		TEE
		SANITARY SEWER MANHOLE
		SANITARY CLEANOUT
		WATER MAIN
		SANITARY SEWER
		STORM SEWER
		UNDERGROUND ELECTRIC
		TELEPHONE
		GAS MAIN

[illegible]

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1

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LLC
COTTAGE GROVE

UTILITY PLAN

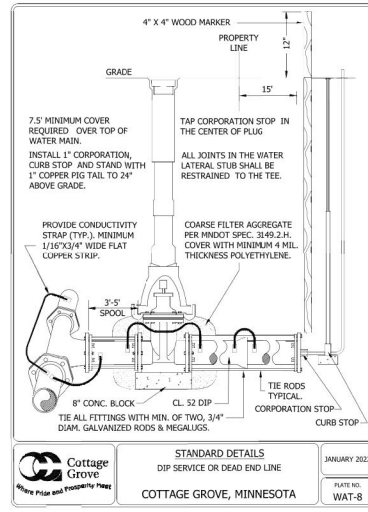
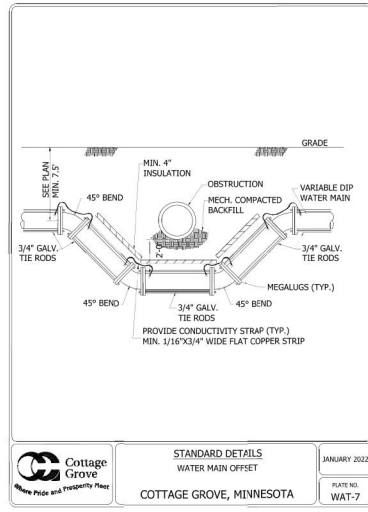
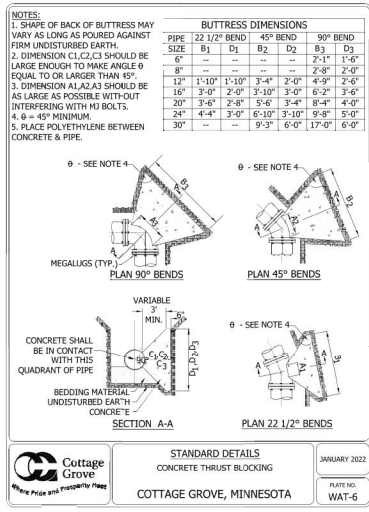
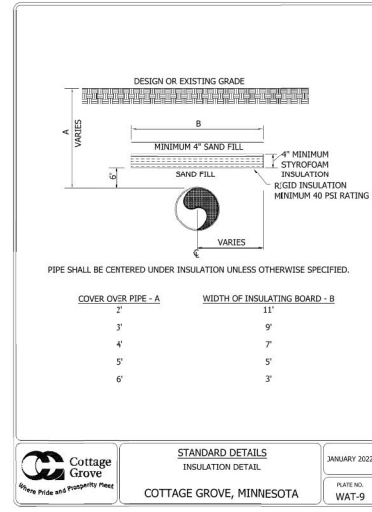
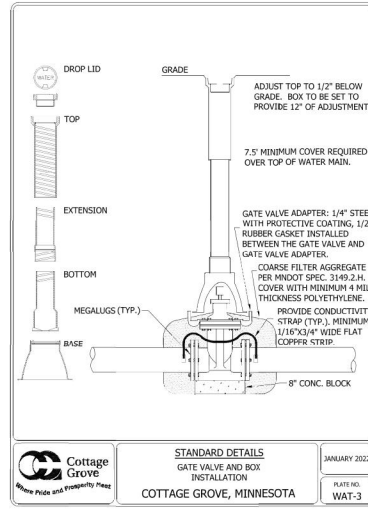
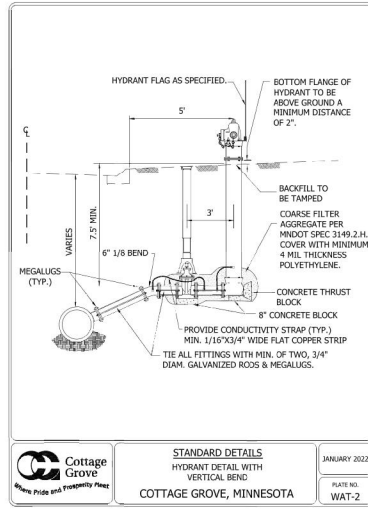
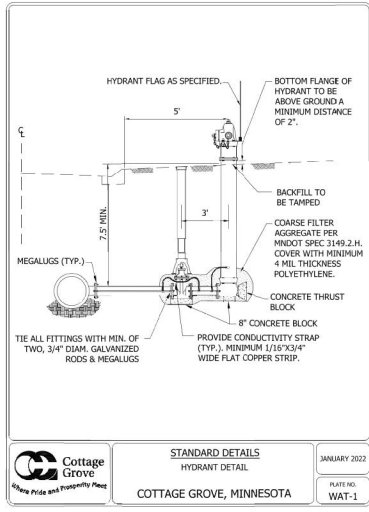
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LLC
COTTAGE GROVE, MN

UTILITY DETAILS

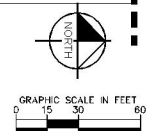
K&H PROJECT NO. 2022-0022
DATE: 06/29/2022
SCALE: AS SHOWN
DESIGNED BY: RNP
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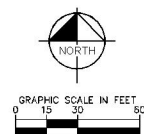
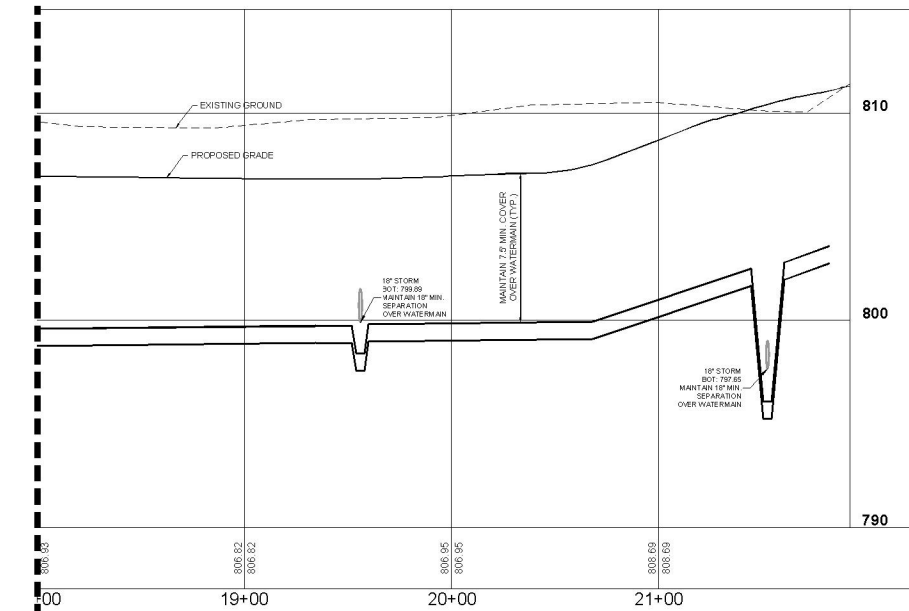
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166883007	DESIGN BY	RAP
DATE	DRAWN BY	RAV
06/26/2022	CHECKED BY	RAP

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 RYAN A. PHIPPS, P.E.

DATE: 06/29/2022 NW 55018
 LIC. NO. _____

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Profile view of a proposed sewer line. The vertical axis shows elevation in feet (785 to 810), and the horizontal axis shows stationing (10+00 to 11+00). The diagram includes the following elements:

- PROPOSED GRADE:** A solid line representing the planned sewer profile.
- EXISTING GROUND:** A dashed line representing the current terrain.
- ADJUST EXISTING MANHOLE TO GRADE:** A vertical dashed line at station 10+00 indicating the required adjustment for the existing manhole.
- TO 12" Ø S.W.C. @ 2.00%:** A label for the proposed sewer pipe and its slope.
- CONNECT TO EXISTING STUB**
S.F.A. 10+20 W. 0.00'
E. 797.00 E
- BUILDING CONNECTION**
S.F.A. 11+05.25, 0.00'
E. 798.57 W

Station	Existing Ground (ft)	Proposed Grade (ft)	Notes
10+00	~807.43	~807.43	Manhole adjustment point
10+20	~800.00	~800.00	Connection to existing stub
11+05.25	~808.57	~808.57	Building connection point
11+00	~811.66	~811.66	End of profile

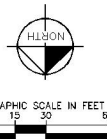


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WATERMAIN & SANITARY PROFILE

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STORM PROFILES	KMA PROJECT
	160688007
	DATE
	05/20/2022
	SCALE: AS SHOWN
DESIGNED BY	RAP
CHECKED BY	RAP

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[Signature]

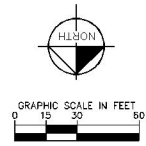
RYAN A. PHIPPS, P.E.

DATE: 06/29/2022 NW 55018
LIC. NO.

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CG LOGISTICS
PARK BUILDING 3
PREPARED FOR
NP CG LOGISTICS,
LLC
COTTAGE GROVE

SHEET NUMBER
C801

KHA PROJECT
160688007
DATE
06.20.2022
SCALE AS SHOWN
DESIGNED BY RAP
DRAWN BY RAV
CHECKED BY RAP

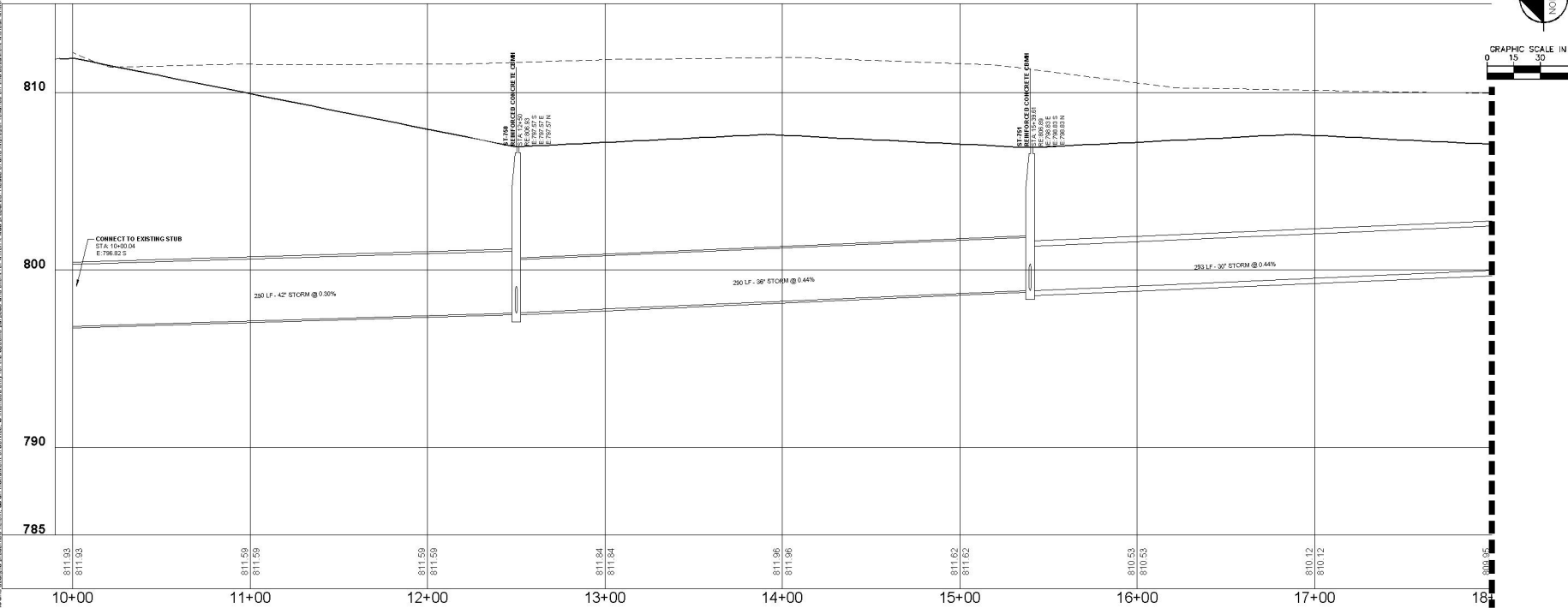
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 ENGINEER UNDER THE LAWS OF THE STATE OF
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 RYAN PHIPPS, P.E.

DATE: 06-29-2022 MN LIC. NO. 55618

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LLC
COTTAGE GROVE

STORM PROFILES

KRM PROJECT	DATE	SCALE	AS SHOWN	DESIGNED BY	RAP	ENGINEER BY	RAP	CHECKED BY	RAP	DATE	06-20-2022	NO	5/31/18
159888007													

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 ENGINEER UNDER THE LAWS OF THE STATE OF
 MINNESOTA.



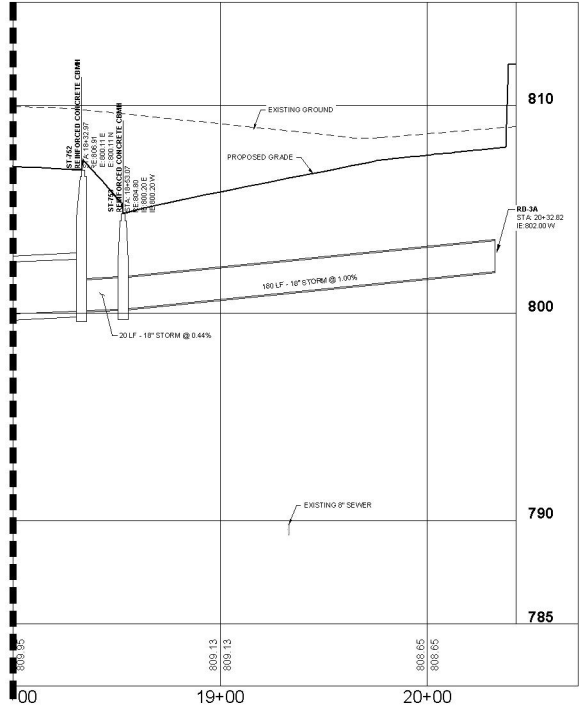
 R. A. PHELPS, P.E.

Kimley»Horn
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767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114
PHONE: 651-445-4187
WWW.KIMLEY-HORN.COM

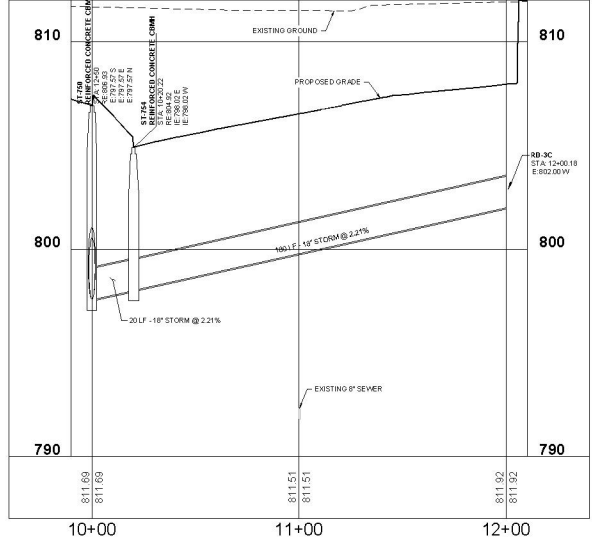
NO.	REVISIONS	DATE	BY
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K:\TWC_LDEV\NorthPoint Development\Cottage Grove, MN - Industrial\3 Design\CAD\PlanSheets\BLOG-3CS-STORM SEWER PROFILE.dwg, June 29, 2022 - 5:09pm

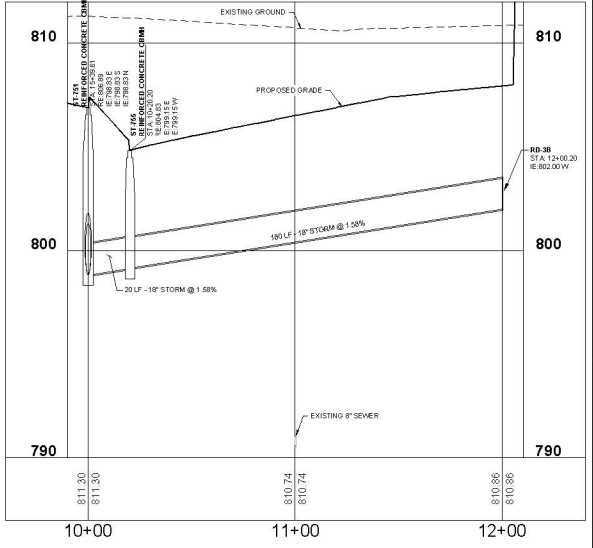
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BUILDING 3 WEST STORM SEWER A PROFILE



BUILDING 3 WEST STORM SEWER B PROFILE



ISSUED FOR PERMIT

CG LOGISTICS
PARK BUILDING 3
PREPARED FOR
NP CG LOGISTICS,
LLC
COTTAGE GROVE
MN

SHEET NUMBER
C804

STORM PROFILES

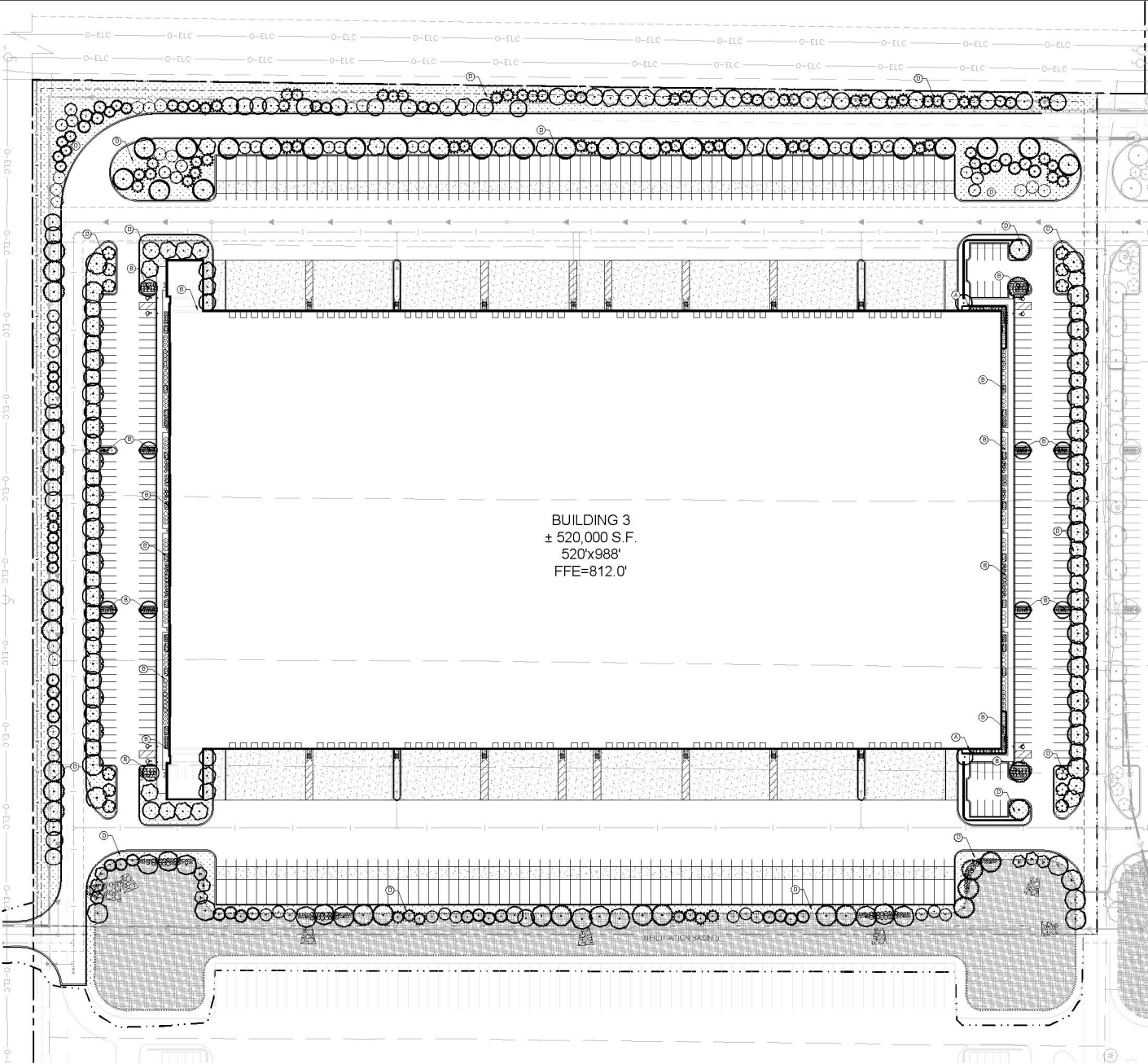
K&A PROJECT	DATE	SCALE	DESIGNED BY	CHECKED BY
DATE	06/29/2022	AS SHOWN	DATE	06/29/2022
BY	DATE	DATE	DATE	DATE
DATE	DATE	DATE	DATE	DATE

STATE OF MINNESOTA
COUNTY OF ANNEAUNE
I, KIMLEY-HORN & ASSOCIATES, INC.,
A PROFESSIONAL ENGINEERING FIRM,
DO HEREBY CERTIFY THAT THE ABOVE
STORM PROFILES WERE PREPARED BY
A LICENSED PROFESSIONAL ENGINEER
UNDER THE CLOSE SUPERVISION OF
A LICENSED PROFESSIONAL ENGINEER
AND THAT I AM A duly LICENSED PROFESSIONAL
ENGINEER IN THE STATE OF
MINNESOTA.

KIMLEY-HORN & ASSOCIATES, INC.
KIMLEY-HORN & ASSOCIATES, INC.
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755 EURTIS STREET, SUITE 100, ST. PAUL, MN 55114
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WWW.KIMLEY-HORN.COM

NO.	REVISIONS	DATE	BY



LANDSCAPE LEGEND

- EXISTING DECIDUOUS TREE (TYP.)
- EXISTING CONIFEROUS TREE (TYP.)
- EXISTING SHRUB (TYP.)
- EDGER (TYP.)
- APPROXIMATE LIMITS OF SOD / IRRIGATION, SOD ALL DISTURBED AREAS (TYP.)
- SEED/ SOD EDGE (TYP.)
- 3-4" DIAMETER RIVER ROCK AT MINIMUM 5" DEEP OVER 8 OZ. GEOTEXTILE FABRIC (TYP.)

LANDSCAPE KEYNOTES

(A) EDGER (TYP.)
 (B) DOUBLE SHREDDED HARDWOOD MULCH (TYP.)
 (C) ROCK MULCH (TYP.)
 (D) SOD (TYP.)
 (E) MAINTENANCE STRIP (TYP.)
 (F) ANNUALS BY OWNER (TYP.)

SEEDING KEYNOTES

(35-241) SEED WITH MNDOT 35-241: STORMWATER SOUTH & WEST SEED MIX (TYP.)
 (35-241) SEED WITH MNDOT 35-241: MESIC PRAIRIE GENERAL SEED MIX (TYP.)

SEED MIXES

SEED WITH MNDOT 35-241: STORMWATER SOUTH & WEST SEED MIX WITH EROSION CONTROL MEASURES (TYP.)

LANDSCAPE SUMMARY

GREEN SPACE	REQUIRED GREEN SPACE:	MINIMUM 15% OF SITE AREA = 190,646 SF ± 1,270,371 SF ± 15
PROVIDED GREEN SPACE: <td>19.7% = 251,341 SF</td> <td></td>	19.7% = 251,341 SF	
PARKING LOT PERIMETER LANDSCAPING REQUIRED: <td>THE AREA WITHIN 10' OF A PARKING LOT PERIMETER THAT LIES OUTSIDE OF A REQUIRED YARD OR SETBACK AREA SHALL BE LANDSCAPED WITH CLUSTERED LANDSCAPE MATERIALS. SEE P.L.N.</td> <td></td>	THE AREA WITHIN 10' OF A PARKING LOT PERIMETER THAT LIES OUTSIDE OF A REQUIRED YARD OR SETBACK AREA SHALL BE LANDSCAPED WITH CLUSTERED LANDSCAPE MATERIALS. SEE P.L.N.	
PARKING LOT INTERIOR LANDSCAPING ISLANDS REQUIRED: <td>8% OF THE PARKING AREA TO BE LANDSCAPE ISLANDS = 7,733 SF ± 96,657 (00)</td> <td></td>	8% OF THE PARKING AREA TO BE LANDSCAPE ISLANDS = 7,733 SF ± 96,657 (00)	
LANDSCAPING ISLANDS PROVIDED: <td>10.9% OF PARKING AREA ISLANDS = 10,501 SF</td> <td></td>	10.9% OF PARKING AREA ISLANDS = 10,501 SF	
BUILDING PERIMETER LANDSCAPING REQUIRED: <td>BUILDING SIDES THAT FACE A PUBLIC STREET OR PARKING LOT SHALL BE LANDSCAPED FOR A LENGTH EQUAL TO ONE HALF OF THAT BUILDING DIMENSION X 4' WIDTH (1/2 LF / 2)</td> <td></td>	BUILDING SIDES THAT FACE A PUBLIC STREET OR PARKING LOT SHALL BE LANDSCAPED FOR A LENGTH EQUAL TO ONE HALF OF THAT BUILDING DIMENSION X 4' WIDTH (1/2 LF / 2)	
LANDSCAPING PROVIDED BUILDING 3: <td>1,192 LF ± AT LEAST 1/2 OF BUILDING LENGTH</td> <td></td>	1,192 LF ± AT LEAST 1/2 OF BUILDING LENGTH	
SCREENING SCREENING REQUIRED: <td>ALL EXTERIOR STORAGE, LOADING, SERVICE AND MECHANICAL AREAS TO BE SCREENED. SEE P.L.N.</td> <td></td>	ALL EXTERIOR STORAGE, LOADING, SERVICE AND MECHANICAL AREAS TO BE SCREENED. SEE P.L.N.	
SCREENING PROVIDED: <td></td> <td></td>		
TOTAL VEGETATION REQUIRED		
OVERSTORY TREES REQUIRED:	171 TREES ± SITE AREA - STORM WATER BASINS (45,313) * .0001392	
OVERSTORY TREES PROVIDED:	171 TREES	
CONFEROUS TREES REQUIRED:	180 TREES ± SITE AREA - STORM WATER BASINS (45,313) * .0001300	
CONFEROUS TREES PROVIDED:	180 TREES	
SHRUBS REQUIRED:	478 SHRUBS ± SITE AREA - STORM WATER BASINS (45,313) * .00039	
SHRUBS PROVIDED:	513 SHRUBS	
MITIGATION		
MITIGATION REQUIRED FOR ENTIRE INDUSTRIAL PARK:	4,107 INCHES REQUIRED FOR 9,229,728 SF	
MITIGATION REQUIRED BLDG 3:	568 INCHES REQUIRED FOR BUILDING 3 1,270,371 SF ± 6,107 / 9,229,728 SF	
MITIGATION PROVIDED BLDG 3:	156 INCHES	
PROPOSED TREES ABOVE LANDSCAPE REQUIREMENTS:	39 OVERSTORY TREES * (4 CALIPER INCHES) = 156 INCHES	
MITIGATION REQUIRED FOR BLDG 1 AND 2:	1,095 INCHES REQUIRED FOR 2,459,301 SF 2,459,301 SF ± 6,107 / 9,229,728 SF	
MITIGATION PROVIDED FOR BLDG 1 AND 2:	1,095 INCHES	
MITIGATION REQUIRED FOR THE REST OF INDUSTRIAL PARK:	2,858 INCHES ± 4,107 - 156 - 1,095	

GRAPHIC SCALE IN FEET
 0 30 60 120

ISSUED FOR PERMIT

CG LOGISTICS PARK BUILDING 3

PREPARED FOR

NP CG LOGISTICS, LLC

COTTAGE GROVE

Kimley-Horn

2022 KIMLEY-HORN ASSOCIATES, INC.
 755 EUTIS STREET, SUITE 100, ST. PAUL, MN 55114
 PHONE: 651-446-4187
 WWW.KIMLEY-HORN.COM

NO.	REVISIONS	DATE	BY

PROJECT

DATE 06/29/2022

SCALE AS SHOWN

DESIGNED BY CFC

CHECKED BY MJC

DATE 06/29/2022

BY MJC

SCALE 1/8" = 1'-0"

LANDSCAPE PLAN

CG LOGISTICS PARK BUILDING 3

PREPARED FOR

NP CG LOGISTICS, LLC

COTTAGE GROVE

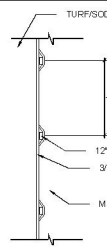
MINN.

811

Know what's below. Call before you dig.

SHEET NUMBER

L100



1 STEEL
SCALE: N.T.S.



2 SCALE: N.T.S.



3



4 SHRUB 7
SCALE: N.T.S.

5 MAINT
SCALE: 1-1/2"

LANDSCAPE NOTES

1. CONTRACTOR SHALL CONTACT COMMON GROUND ALLIANCE AT 811 OR CALL811.COM TO VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO INSTALLATION OF ANY PLANTS OR LANDSCAPE MATERIALS.
2. ACTUAL LOCATION OF PLANT MATERIAL IS SUBJECT TO FIELD AND SITE CONDITIONS.
3. NO PLANTING WILL BE INSTALLED UNTILL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
4. ALL SUBSTITUTIONS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO SUBMISSION OF ANY BID AND/OR QUOTE BY THE LANDSCAPE CONTRACTOR.
5. CONTRACTOR SHALL PROVIDE TWO YEAR GUARANTEE FOR ALL PLANT MATERIALS. THE GUARANTEE BEGINS ON THE DATE THE LANDSCAPE ARCHITECT HAS WRITTEN ACCEPTANCE OF THE INITIAL PLANTING. REPLACEMENT PLANT MATERIAL SHALL HAVE A ONE YEAR GUARANTEE COMMENCING UPON PLANTING.
6. ALL PLANTS TO BE SPECIMEN GRADE, MINNESOTA-GROWN AND/OR HARDY. SPECIMEN GRADE SHALL ADHERE TO, BUT IS NOT LIMITED BY, THE FOLLOWING STANDARDS:
ALL PLANTS SHALL BE FREE FROM DISEASE, PESTS, WOUNDS, SCARS, ETC.
ALL PLANTS SHALL BE FREE FROM NOTICEABLE GAPS, HOLES, OR DEFORMITIES.
ALL PLANTS SHALL BE FREE FROM BROKEN OR DEAD BRANCHES.
ALL PLANTS SHALL HAVE HEALTHY, VIGOROUS LEAFING.
SMALLER TREES SHALL BE PLANTED AT A MINIMUM 1" CALIBER AND A HEIGHT TO WIDTH RATIO OF NO LESS THAN 5:3.
7. PLANTS TO MEET AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1-2014 OR MOST CURRENT VERSION) REQUIREMENTS FOR SIZE AND TYPE SPECIFIED.
8. PLANTS TO BE INSTALLED AS PER MNL & ANSI STANDARD PLANTING PRACTICES.
9. PLANTS SHALL BE IMMEDIATELY PLANTED UPON ARRIVAL AT SITE. PROPERLY HEEL-IN MATERIALS IF NECESSARY, TEMPORARY ONLY.
10. PRIOR TO PLANTING, FIELD VERIFY THAT THE ROOT COLLAR/MULCH LINE IS LOCATED AT THE TOP OF THE BALLED & BURLAP TREE. IF THIS IS NOT THE CASE, SOIL SHALL BE REMOVED DOWN TO THE ROOT COLLAR/MULCH LINE. WHEN THE BALLED & BURLAP TREE IS PLANTED, THE ROOT COLLAR/MULCH LINE SHALL BE EVEN OR SLIGHTLY ABOVE FINISHED GRADE.
11. OPEN TOP OF BURLAP ON BB MATERIALS, REMOVE POT ON POTTED PLANTS, SPLIT AND BREAK APART FEAT POT.
12. PLANT PLANTS AS NECESSARY - PER STANDARD NURSERY PRACTICE AND TO CORRECT POOR BRANCHING OF EXISTING AND PROPOSED TREES.
13. WRAP ALL SMOOTH-BARKED TREES - FASTEN TOP AND BOTTOM. REMOVE BY APRIL 1ST.
14. STAKING OF TREES AS REQUIRED, REPOSITION, PLUMB AND STAKE IF NOT PLUMB AFTER ONE YEAR.
15. THE NEED FOR SOIL AMENDMENTS SHALL BE DETERMINED UPON SITE SOIL CONDITIONS PRIOR TO PLANTING. LANDSCAPE CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT FOR THE NEED OF ANY SOIL AMENDMENTS.
16. BACKFILL MULCH AND TOPSOIL TO ADHERE TO MINNOST STANDARD SPECIFICATION 3877 (SELECT TOPSOIL, BROWNLOD AND TO BE EXISTING TOP SOIL FROM SITE FREE OF ROCKS, ROCKS LARGER THAN ONE INCH, RUBBISH AND LARGE WEEDS UNLESS ERODED) OR MINIMUM 4" DEPTH TOPSOIL FOR ALL LAWN GRASS AREAS AND 12" DEPTH TOPSOIL FOR TREES, SHRUBS, AND PERENNIALS.
17. MULCH TO BE AT ALL TREE, SHRUB, PERENNIAL, AND MAINTENANCE AREAS. TREE AND SHRUB PLANTING BEDS SHALL HAVE 4" DEPTH OF DOUBLE SHREDDED HARDWOOD MULCH. DOUBLE SHREDDED HARDWOOD MULCH TO BE USED AROUND ALL PLANTS WITH TURF AREAS. PERENNIAL AND ORNAMENTAL GRASS BEDS SHALL HAVE 2" DEPTH OF DOUBLE SHREDDED HARDWOOD MULCH. MULCH TO BE FREE OF DELETERIOUS MATERIAL AND NATURAL IN COLOR, OR APPROVED EQUIV. ROCK MULCH TO BE RIVER ROCK, 1/2" DIAMETER, AT MINIMUM 3" DEPTH, OR APPROVED EQUIV. ROCK MULCH TO BE ON COMMERCIAL GRADE FIBER FABRIC, BY TYPE, OR APPROVED EQUIV. MULCH WITH NO EXPOSURE. MULCH AND FABRIC TO BE APPROVED BY OWNER PRIOR TO INSTALLATION. MULCH TO MATCH EXISTING CONDITIONS (WHERE APPLICABLE).
18. EDGING TO BE COMMERCIAL GRADE COL-MET (OR EQUIV.) SLAB EDGING, 3/8" THICK X 12" TALL, COLOR BLACK, OR SPADED EDGE, AS INDICATED. STEEL EDGING SHALL BE PLACED WITH SMOOTH CURVES AND STAKED WITH METAL SPIES NO GREATER THAN 4" FOOT ON CENTER WITH THE TOP OF EDGER AT GRADE, FOR MOWERS TO CUT AND TURN DAMAGED EDGES AND CURVES AND REMOVE POT FOR EDGING WHERE POSSIBLE. SPADED EDGE TO PROVIDE V-SHAPED DEPTH AND WIDTH TO CREATE SEPARATION BETWEEN MULCH AND GRASS. INDIVIDUAL TREE, SHRUB, OR RAMPED PLANTING BEDS TO BE SPADED EDGE, UNLESS NOTED OTHERWISE. EDGING TO MATCH EXISTING CONDITIONS (WHERE APPLICABLE).
19. ALL DISTURBED AREAS TO BE SOCCOED OR SEEDED, UNLESS OTHERWISE NOTED. PAVING LOT ISLANDS TO BE SOCCOED WITH SHREDDED HARDWOOD MULCH AROUND ALL TREES AND SHRUBS. SOO TO BE STANDARD MINNESOTA GROWN AND HARDY BLUEGRASS MIX, FREE OF LAWN WEEDS. ALL TOPSOIL AREAS TO BE RAKED TO REMOVED AND RESEEDING AND DRAINAGE. SLOPES OF 3:1 OR GREATER SHALL BE STAKED. SEED AS SPECIFIED AND PER MINNOST SPECIFICATIONS. IF NOT INDICATED ON LANDSCAPE PLAN, USE EROSION CONTROL PLAN.

ISSUED FOR PERMIT

CG LOGISTICS
PARK BUILDING 3

PREPARED FOR
NP CG LOGISTICS,

GE GROVE
LLC

1000000

LANDSCAPE
DETAILS

0
1
2
3
4

CERTIFY THAT THIS PLAN

STATE 0

FIRST NAME LAST			
E	XX XX XXXX	MN	XXXXXX
		LIC. NO.	

Kimley»Horn

2022 KIMLEY-HORN AND ASSOCIATES, INC.
767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114

PHONE: 651-645-4197
WWW.KIMLEY-HORN.COM

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2021-166

A RESOLUTION APPROVING A MASTER SITE PLAN REVIEW OF A 3.4 MILLION SQUARE FOOT WAREHOUSE, DISTRIBUTION, MANUFACTURING, AND OFFICE BUILDING DEVELOPMENT, A MINOR SUBDIVISION CREATING TWO 40 ACRE PARCELS, A PRELIMINARY PLAT TO BE CALLED JULEN PLAT, AND A PRELIMINARY PLAT TO BE CALLED COTTAGE GROVE LOGISTICS PARK

WHEREAS, NorthPoint Development, LLC, submitted the following applications:

- A. Master Site Plan for proposed construction of approximately 3.4 million square feet of warehouse, manufacturing, distribution, and office building space.
- B. A Minor Subdivision creating two 40-acre parcels.
- C. Julen Preliminary Plat creating two parcels, one outlot, and right-of-way of future 105th Street.
- D. Cottage Grove Logistics Park Preliminary Plat creating nine parcels and one outlot.
- E. Zoning Amendment to rezone 252 acres of land within the proposed assemblage from AG-1, Agricultural Preservation, and AG-2, Agricultural, to I-2, General Industry, with a PUD (Planned Unit Development).

WHEREAS, the proposed industrial development would be located south of 100th Street, east and west of Ideal Avenue south, legally described as:

The West Half of the Northeast Quarter of Section 29, Township 27, Range 21, Washington County, Minnesota

And

The West Half of the East Half of the Northeast Quarter of Section 29, Township 27 North, Range 21 West, Washington County, Minnesota.

And

The Northeast Quarter of the Northwest Quarter of Section 29, Township 27 North, Range 21 West, Washington County, Minnesota.

And

The East half of the East half of the Northeast Quarter of Section 29, Township 27 North, Range 21 West City of Cottage Grove, Washington County, Minnesota.

EXCEPT the South 330 feet.

And

The West three-eighths (3/8) of the Northwest Quarter of Section 28, Township 27 North, Range 21 West, Washington County, Minnesota.

EXCEPT that land conveyed to the City of Cottage Grove in Warranty Deed dated April 14, 2000, recorded May 26, 2000, as Document No. 3105702, described as follows:

That part of the West three-eighths (3/8) of the Northwest Quarter of Section 28, Township 27 North, Range 21 West, Washington County, Minnesota, described as follows: Beginning at the southwest corner of the said Northwest Quarter; thence North 00° 53' 28" East, assumed bearing along the West line of the said Northwest Quarter, a distance of 2646.81 feet to the northwest corner of the said Northwest Quarter; thence South 89° 53' 43" East, along the north line of the said Northwest Quarter, a distance of 983.14 feet to the northeast corner of the said West 3/8ths of the Northwest Quarter; thence South 00° 19' 37" West along the east line of the said West 3/8ths of the Northwest Quarter a distance of 24.55 feet; thence South 89° 51' 33" West a distance of 935.63 feet; thence South 01° 09' 18" West a distance of 2618.39 feet to the south line of the said Northwest Quarter; thence North 89° 58' 53" West, along said south line, a distance of 35.76 feet to the point of beginning.

WHEREAS, public hearing notices were mailed to property owners within 500 feet of the property and a public hearing notice was published in the St Paul Pioneer Press; and

WHEREAS, a planning staff report, which detailed specific information on the property and the application request was prepared and presented; and

WHEREAS, the Planning Commission held the public hearing on October 25, 2021; and

WHEREAS, the public hearing was open for public testimony and testimony from the applicant and the public was received and entered into the public record; and

WHEREAS, the Planning Commission, on a 7-to-0 vote, recommended that the City Council approve the master site plan review, minor subdivision, and plat applications for the proposed Cottage Grove Logistics Park development.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Cottage Grove, Washington County, Minnesota, hereby approves the master site plan review for the proposed construction of approximately 3.4 million square feet of warehouse, manufacturing, distribution, and office space; a minor subdivision creating two 40-acre parcels; a preliminary plat creating nine developable industrial lots; and a preliminary plat creating right-of-way for 105th Street as well as two future developable lots. The proposed development will be located on approximately 252-acres of land, legally described above.

BE IT FURTHER RESOLVED, the City Council of the City of Cottage Grove, Washington County, Minnesota, the approvals of the master site plan review, minor subdivision, and preliminary plat(s) applications are subject to the following conditions of approval:

Cottage Grove Logistics Park Preliminary Plat

1. All required right-of-way along 100th Street and Ideal Avenue shall be dedicated.

2. A drainage and utility easement over the 12-inch trunk watermain through the site shall be required.
3. The Preliminary Plat approval shall expire six months from the date of the City Council approval unless a Final Plat for Phase 1 has been requested or a time extension granted by the City Council.

Julen Property Preliminary Plat

1. Outlot A shall be owned and maintained at all times by the same property owner to the north.
2. A total of 50 feet of right-of-way from the center of Ideal Avenue shall be dedicated.
3. The Preliminary Plat approval shall expire six months from the date of the City Council approval unless a Final Plat has been requested or a time extension granted by the City Council.

Master Site Plan Review Conditions of Approval:

1. The Developer is permitted to construct 3.4 million square feet of warehouse, light manufacturing, distribution, and office space within the approved Master Site Plan. A 10 percent increase in square footage may be approved upon administrative review and approval by the Community Development Director.
2. The PUD and Master Site Plan approval shall expire one year from the date of City Council approval unless a building permit has been requested or a time extension has been granted by City Council.
3. Public improvements required to be completed as part of the first phase of development of the Master Site Plan are as follows:
 - a. Construction of 105th Street from Ideal Avenue west to, and including, the roundabout.
 - i. Three-lane section roadway with right turn lanes and curb and gutter
 - ii. Trail on both sides
 - iii. Street lighting
 - iv. Landscaping
 - b. Reconstruct 100th Street per engineering requirements.
 - i. Three-lane section roadway with right turn lanes and gravel shoulder west of Ideal Ave.
 - ii. Three-lane section roadway with right turn lanes and curb and gutter east of Ideal Ave
 - iii. Trail on both sides
 - iv. Intersection lighting
 - v. Landscaping
 - vi. Intersection improvements at Jamaica Ave to position the intersection for the addition of a future traffic signal

- c. Reconstruction of Ideal Avenue per engineering requirements
 - i. Three-lane section roadway with right turn lanes and curb and gutter
 - ii. Trail on both sides
 - iii. Street lighting
 - iv. Landscaping
- 4. Permitted, conditional and accessory uses within the Planned Unit Development shall be consistent with the underlying zoning districts except that uses as reviewed and approved by the Community Development Director may be permitted.
- 5. All future buildings shall be reviewed and approved through the Site and Building Plan process and shall meet or exceed the requirements of the City's architectural and parking ordinances.
- 6. All future site plans for the Master Site Plan area shall be designed in a manner consistent with the approved Site Plan including, interior lighting, signage, and architectural materials.
- 7. The Developer shall be responsible for dedication of or cash in lieu of 10 percent of the developable area of the proposed Master Site Plan.
- 8. The Developer and/or landowner shall be responsible for the maintenance and upkeep of the proposed sound wall.
- 9. All HVAC and other roof- or ground-mounted equipment shall be hidden from view with materials that match materials and colors used on the building.
- 10. Any future trash enclosures shall be constructed on three sides using the same materials and patterns used on the building. Locations shall be approved by the Planning Department.
- 11. No exterior storage shall be permitted.
- 12. A right-of-way permit shall be required for work performed within the City or County right-of-way.
- 13. A maintenance agreement shall be required for all proposed private stormwater ponding, interior lighting, and private utilities within the site.
- 14. No storage of snow is permitted within stormwater basins.
- 15. Truck and/or truck and trailer parking and idling within the right-of-way of 100th Street, 105th Street, and Ideal Avenue is prohibited.
- 16. A cross access and parking agreement between proposed buildings and adjacent parcels, if necessary, shall be required and recorded with each phase of development.

17. Final architectural plans, lighting, and exterior construction materials and colors must be reviewed and approved by the Planning Department prior to the issuance of a building permit.
18. All applicable permits (i.e.; building, electrical, grading, mechanical, right-of-way) must be completed, submitted, and approved by the City prior to the commencement of any construction activities. Detailed construction plans must be reviewed and approved by the Building Official or City Engineer.
19. Prior to submittal of the building permit application, all comments related to the civil site, utility, landscaping, grading, and building construction plans must be addressed and plans revised accordingly.
20. Prior to the issuance of a certificate of occupancy, the applicant shall submit as-built survey plans in electronic format (pdf and dwg) for the site grading and all public and private utilities.
21. Water main, sanitary sewer, and storm sewer improvements shall be constructed per Cottage Grove detail plates and construction specifications.
22. Prior to the release of a final plat for recording, public drainage and utility easements shall be dedicated over all surface water storage areas, cross site conveyance routes, and underground water utility infrastructure.
23. Upon completion of the 100th Street extension from Jamaica Avenue to Highway 61, including a bridge over the Canadian Pacific Railroad, all truck traffic from the Cottage Grove Logistics Park shall use this roadway to access Highway 61.
24. Upon completion of each phase of the development the Developer shall be required to review traffic generation and intersection level of service to ensure consistency with the project traffic study.
25. If a future use is proposed that has a greater traffic impact than contemplated in this study, the traffic study shall be updated to verify that all intersections in the project area will continue to operate at acceptable levels upon full build-out with the new use. If this is not the case, such a use will not be approved without approved mitigation measures to address the increased traffic.
26. Truck dock doors on buildings are required to be closed at all times.
27. All access off 100th Street shall meet Washington County's spacing guidelines and be reviewed and approved by Washington County.
28. The applicant shall ensure that each building located within the Cottage Grove Logistics Park has adequate radio coverage for the Minnesota Regional Radio Communications System, including but not limited to firefighters and police officers. The applicant shall have each building tested for 800 MHz radio coverage at the time the shell building is completed and before a Certificate of Occupancy is issued. Re-testing

of the entire building for 800 MHz radio coverage at the time the building is 70 percent completed with tenant finishes. If radio coverage testing fails within a building, the installation of the bi-directional 800 MHz signal enhancement system shall be completed within 180 days of the testing report.

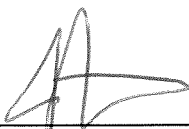
29. The final grading and erosion plan shall be approved by the City Engineer. The grading and erosion control plan for the site must comply with NPDES II Permit requirements. Erosion control devices must be installed prior to commencement of any grading activity. Erosion control must be performed in accordance with the recommended practices of the "Minnesota Construction Site Erosion and Sediment Control Planning Handbook" and the conditions stipulated.
30. The grading plan and site grading of the property shall be consistent with the approved surface water management plan.
31. All concrete and bituminous surfaces on the site must always be maintained in good workmanship like condition.
32. All fencing and retaining wall materials shall be complementary to the building materials and shall be approved in writing by the Planning Department prior to issuance of a building permit. Retaining walls greater than four (4) feet in height shall be engineered and detailed calculations should be submitted to the City. All fencing shall be reviewed and approved by the Community Development Department prior to installation.
33. Noise mitigation shall be required as specified by the City at any time.
34. The Developer shall be required to mitigate 4,107 caliper tree inches prior to the Master Site Plan area build out. Each landscape plan per phase shall be calculated separately and mitigation inches outlined clearly on the landscape plan.
35. A final landscape plan shall be submitted with a site plan review and final plat application for each phase of development of the Master Plan area.
36. Irrigation shall be provided for all sodded and landscaped areas including berms to back of curb of public right-of-way including back of curb of Ideal Avenue and 105th Street.
37. All areas of the site, where practical, shall be sodded and maintained. The development shall mow and maintain all site boulevards to the curb line of the public streets.
38. Prior to the release of the building permit for each phase, a bona fide cost estimate of the landscaping improvements for each phase and site plan approval must be submitted in conjunction with a letter of credit approved by the City in the amount of 150 percent of such estimate.
39. Landscaping on the site must always be maintained in good health and dead plantings shall be replaced in a timely manner.

40. A light matrix study shall be completed and submitted with the building permit application for each building. All outdoor lighting must meet City Code requirements. All light fixtures must be downward directed with cut-offs. The specifications of all light fixtures must be provided with the application for a building permit.
41. Fire hydrants and watermain valves shall be placed as per the approval of the City's Fire Marshal, City Engineer, and Public Works Department. In addition to granting public drainage and utility easements over the water pipe infrastructure, the applicant shall guarantee the City's ability to access the fire hydrants to flush the water system and valving in the event of an emergency.
42. The applicant has provided demonstrated parking for the Master Plan area. Parking will be required to be provided for each phase of the development and meet the City's minimum parking standards (1 space per 2,000 square feet of warehouse, manufacturing, or office space). If cross parking between buildings is proposed, a cross parking agreement will be required to be recorded with future site plan approvals and recorded against all parcels. All other uses shall meet the parking ordinance requirements and shall be reviewed with a site plan review for each development phase.
43. The submitted exterior construction finish materials of the building shall be consistent with the intent of the City's architectural control ordinance. Prior to the issuance of a building permit, the applicant shall submit a materials board. All proposed materials shall be approved by Planning staff. The PUD shall have architectural consistency throughout the entire project by using complementary architectural features and materials on all buildings.
44. As a component of each phase site plan review, a comprehensive sign package shall be submitted for review and approval by the City prior to the issuance of a building permit for sign installation.
45. All comments outlined in Stantec's letter dated October 15, 2021 shall be addressed and any subsequent review letters by the City Engineer.

Passed this 15th day of December 2021.


Myron Bailey, Mayor

Attest:



Joe Fischbach, City Clerk



Stantec Consulting Services Inc.

733 Marquette Avenue Suite 1000, Minneapolis MN 55402-2309

July 14, 2022
File: 193802266

Ryan Burfeind, PE
Public Works Director/City Engineer
8635 West Point Douglas Road S.
Cottage Grove, Minnesota 55016

Reference: Northpoint Development Building 3 (Plans and Storm Water Management Plan Submitted on 6/29/22)

Dear Ryan,

Below are review comments for the Northpoint Development Building 3 plans and stormwater management plan submitted on June 29, 2022:

General Comments:

1. For the general notes sheet (C100), there are a number of areas that are missing text and labeled with "XX". Please review and revise
2. For the general notes sheet (C100), within the list of third party test reports required, add a note for televising pipeline inspection reports.
3. For the demo plan sheet (C200), the south side of the property is labeled as "Protect Existing Treeline". Please confirm this tree line is able to be protected with the adjacent proposed work.
4. Please provide possible dumpster locations on the site plan for potential future use. The installation of dumpsters outside of the building will likely impact parking stall count.
5. For the site plan (C400), please confirm the need for Note 22. If needed, please review and revise the numbering.
6. There are a number of details that have been included that do not appear to be applicable for this project (ERO-14, SAN-1, SAN-2, SAN-3, SER-9, SER-2, SER-7, SER-8, etc.). Please review and remove those that are not necessary.
7. If the developer proposing to have an entrance sign and/or monument on the property, please provide a proposed location. Any entrance signage and/or monument must be outside of public ROW.

Utility Comments:

8. For sheet C502, the storm sewer between ST-152 to ST-151 is proposed to be 30" RCP, verify since no other RCP storm sewer is proposed. If there is no RCP storm sewer proposed, modify storm sewer note 3 on sheet C502 also.
9. For OCS-5, slope pipe towards basin (negative slope) to improve sediment control.
10. Utility Note 2 (sheet C600): No ductile iron sanitary sewer pipe is proposed.
11. Utility Note 3 (sheet C600): No PVC water main is allowed in Cottage Grove.
12. For sheet C700, show linework for storm sewer within plan view.
13. For sheet C700, deflect pipe under storm sewer crossings near STA 13+00 and 16+00 to eliminate water main offsets and provide label to install insulation.
14. For sheet C701, deflect pipe under storm sewer crossings near STA 19+50 to eliminate water main offset and provide label to install insulation. Water main offset near STA 21+50 not necessary.
15. Storm Profiles (sheet C802): Adjust labels in plan view for storm B and storm C.
16. Sump elevations should be added to sheet C502, the Storm Sewer Plan sheet.
17. Add storm sewer schedule (include structure number, type, manhole diameter, casting, etc.).
18. Riprap should be added at the inlet of FES-5A and be updated in the plan sheets and details.
19. For sheet C802, the same pipe plan view is repeated for each pipe profile on the sheet. Update to reflect the appropriate pipe plan with its profile.
20. For the temporary channel that will convey flows from infiltration basin 6 through the footprint of infiltration basin 5, where a portion of building 3 drains should have a sediment basin installed prior to it entering the City's trunk storm sewer line to prevent sediment and debris from entering the storm sewer system. If sediment buildup occurs, scarification or other means may be needed to ensure infiltration basin 5 functions properly during full buildout.

Stormwater Requirements:

21. An updated rational method calculation, or similar method, for determining pipe sizes should be submitted for the proposed storm sewer layout for this phase of the project that entail pipe depth, pipe cover, slope, velocities, and capacities within the proposed pipe.
22. It appears that the building 3 site plan is following the overall SWMP masterplan. Requirements are being met for water quality, rate, and volume controls.

Landscape Plan Comments:

23. Landscape Plan (L100): Trees appear to be proposed over the existing sanitary sewer located on the south side of the building. Deciduous trees should be located a minimum of 5-feet off any utility pipe and Coniferous trees should be located a minimum of 15-feet off any utility pipe. Please review and revise.
24. Landscape Plan (L100): Trees appear to be proposed over the storm pipes connecting into infiltration basin 5. While the storm sewer and landscaping will be private, it is recommended that appropriate spacing is considered between landscaping and piping.
25. Landscape Plan (L100): There is storm sewer shown along the west side and south side of building 3 and within basin, proposed as part of phase one building 1 & 2, that was not constructed.
26. Landscape Plan (L100): Within seeding keynotes, is seed type 35-241 being used? If not, remove keynote.
27. Landscape Plan (L100): Sound wall to be placed along west and south side of the property. Currently the sound wall is only shown on the south side of the property. Please add the sound wall on the west side of the property as well.
28. Landscape Plan (L100): Sound wall near the entrance from 105th Street should include a setback for sight distance and lawn maintenance. Provide details for sound wall.
29. Add landscaping notes per the City's Engineering Guidelines (reference planting restrictions on page 9 of the engineering guidelines).
30. Please review and revise the tree mitigation tables to reflect the actual mitigated inches for buildings 1 and 2, and building 3. With the approval of buildings 1 and 2, 376 mitigation inches were provided. With the current landscaping plan, 311 mitigation inches are shown (overstory – 210", coniferous – 47", ornamental – 54"). As the landscaping plan is revised based on the above comments, please adjust the building 3 mitigation inches accordingly.

Regards,

Stantec Consulting Services Inc.



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