COTTAGE GROVE CITY COUNCIL

February 15, 2023

12800 RAVINE PARKWAY SOUTH
COTTAGE GROVE, MINNESOTA 55016

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

1 CALL TO ORDER

2 PLEDGE OF ALLEGIANCE

3 ROLL CALL

4 OPEN FORUM

5 ADOPTION OF AGENDA

6 PRESENTATIONS

A Black History Month Proclamation

Staff Recommendation: Proclaim the month of February 2023 to be designated as Black History Month.

7 CONSENT AGENDA

A City Council Meeting Minutes - January 18, 2023 Special Meeting

Staff Recommendation: Approve the January 18, 2023 City Council Special Meeting Minutes.

B City Council Meeting Minutes - January 18, 2023, Regular Meeting

Staff Recommendation: Approve January 18, 2023, City Council Regular meeting minutes.

C Gambling License Application - Strawberry Festival

Staff Recommendation: Authorize issuance of a single-occasion gambling permit to Cottage Grove Strawberry Festival, Inc. to conduct a raffle at Park High School (8040 80th Street, Cottage Grove) on June 19, 2023.

D Gambling License Application - Strawberry Festival

Staff Recommendation: Authorize issuance of a single-occasion gambling permit to Cottage Grove Strawberry Festival, Inc. to conduct bingo at River Oaks Golf Course and Event Center (11099 Highway 61, Cottage Grove) on May 7, 2023.

E Rental License Approvals

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

F 2022 Budget Revisions

Staff Recommendation: Approve Resolution 2023-024, 2022 Budget Revisions.

G Animal Humane Society Impound Agreement

Staff Recommendation: Approve the 2023 Impound Housing Services Letter of Understanding between the Animal Humane Society and the City of Cottage Grove.

H Support of House File 1234 PTSD Legislation

Staff Recommendation: Adopt Resolution 2023-025, supporting statewide policies and resources for public safety mental and physical injury education, prevention, and treatment.

I RAISE Grant Application for County 19A/100th Street Project

Staff Recommendation: Adopt Resolution 2023-023 supporting the City's RAISE grant application for the Country 19A/100th Street Realignment Project.

J Low Zone Water Main Project Phase 1 & 2 - Change Order # 1

Staff Recommendation: Approve Change Order #1 for the Low Zone Raw Water Main Project Phase 1 & 2 for a deduction in the contract amount of $ 1,834.94.

K Ideal Avenue and 60th Street Stop Sign

Staff Recommendation: Adopt Resolution 2023-022 authorizing the installation of a stop sign on Tower Drive/Ideal Avenue at its intersection with 60th Street South.

L Regional Pond L-P3 Land Purchase

Staff Recommendation: Approve the purchase agreement with WAG Farms, Inc. for 6.6 acres of land at a total cost of $258,746.00 for expansion of the regional pond L-P3.

M East Point Douglas Road and Jamaica Avenue Reconstruction and Signal Modifications – Undergrounding Scoping Estimate

Staff Recommendation: Approve the Xcel Energy undergrounding project and scoping estimate, with funding through a City Requested Facilities Surcharge (CRFS) Rider to cover the cost.

N East Point Douglas Road & Jamaica Avenue Reconstruction and Signal Project - Easement Acquisition

Staff Recommendation: 1. Approve the attached Parcel 2 stipulation and authorize payment of the $45,000 settlement amount. 2. Approve the attached Parcel 3 stipulation and authorize payment of the $155,000 settlement amount.

O Mississippi Dunes - Purchase Agreement and Agreement with Washington County for use of Land and Water Legacy Program Funding

Staff Recommendation: Adopt Resolution 2023-027 approving the Purchase Agreement for Outlot D of the Mississippi Dunes Final Plat and approving the Agreement with Washington County for use of Land and Water Legacy Program funding and authorize signatures on said agreements.

8 APPROVE DISBURSEMENTS

A Approve payments for the period of 1-27-2023 through 2-16-2023 in the amount of $2,413,399.69.

9 PUBLIC HEARINGS

10 BID AWARDS

11 REGULAR AGENDA

A Proposed Child Care Facility at 7781 Hardwood Avenue South – Site Plan Review, Planned Unit Development, Conditional Use Permit

Staff Recommendation: Adopt Resolution 2023-026 approving a Site Plan Review, Planned Unit Development, and Conditional Use Permit for a proposed child care facility to be located at 7781 Hardwood Avenue South.

12 COUNCIL COMMENTS AND REQUESTS

13 WORKSHOPS - OPEN TO PUBLIC

A Financial Management Plan

Staff Recommendation: Review and discuss Financial Management Plan.

14 WORKSHOPS - CLOSED TO PUBLIC

15 ADJOURNMENT

City Council Action Request

6A

Meeting Date	2/15/2023
Department	Administration
Agenda Category	Presentations
Title	Black History Month Proclamation
Staff Recommendation	Proclaim the month of February 2023 to be designated as Black History Month.
Budget Implication	N/A
Attachments	Black History Month Proclamation.tif 685.31KB

PROCLAMATION

February 2023: Black History Month

WHEREAS: The Black community has abundant cultural diversity that contributes to the vibrancy and prosperity of Minnesota and Cottage Grove. Black history is integral to Minnesota history, deeply shaping and impacting the direction of our state and city; and

WHEREAS: In 1926, Dr. Carter G. Woodson, a Harvard scholar, established the observance of Negro History Week to inspire schools and communities to organize local celebrations and host performances and lectures. The event was first celebrated during a week in February that encompassed the birthdays of both Abraham Lincoln and Frederick Douglass; and

WHEREAS: The Civil Rights Movement focused on Americans of all racial and ethnic backgrounds on the subject of the contributions of African Americans to our history and culture. The celebration was expanded to a month in 1976; and

WHEREAS: This month encourages us to reflect on the future and celebrate the many African Americans who have made contributions in the areas of medicine, law, education, politics, business, the arts, and more; and

WHEREAS: Minnesota is home to many prominent Black trailblazers, including Dr. Robert S. Brown, the first Black doctor from Minnesota; Lena Smith, Minnesota's first Black woman lawyer; Neva Walker, the first Black woman elected to the Minnesota legislature; and

WHEREAS: The City of Cottage Grove remains committed to acknowledging the generations of African Americans who struggled against adversity, injustice, and discrimination in order to achieve equal rights in American society; and

WHEREAS: Black History Month calls our attention to the continued need to battle racism and build a society that lives up to its democratic ideals. We must reflect on our collective past, reveal its impact on present conditions and implement equitable solutions for a more just future.

NOW, THEREFORE, the Mayor and City Council of the City of Cottage Grove, County of Washington, State of Minnesota, hereby proclaim the month of February 2023 to be designated as Black History Month.

Passed this Wednesday, the 15th day of February 2023.

_____

Myron Bailey

Mayor

City Council Action Request

7A

Meeting Date	2/15/2023
Department	Administration
Agenda Category	Consent Agenda
Title	City Council Meeting Minutes - January 18, 2023 Special Meeting
Staff Recommendation	Approve the January 18, 2023 City Council Special Meeting Minutes.
Budget Implication	N/A
Attachments	City Council Special Meeting (2023-01-18).tif 8.84MB

MINUTES

COTTAGE GROVE CITY COUNCIL

January 18, 2023

COUNCIL CHAMBERS
12800 RAVINE PARKWAY SOUTH

SPECIAL MEETING – Training Room
Training Room

1. CALL TO ORDER

Mayor Bailey called the Special Meeting to order at 6:00 p.m.

2. AGENDA ITEM

A. 2023 Legislative Meeting

Mayor Bailey welcomed the group which included Councilmembers Dennis, Thiede, Olsen, Khambata, Representative Mark Wiens, Representative Shane Hudella and department heads. (Representative. Rick Hansen and County Commissioner Karla Bigham arrived after introductions).

Mayor Bailey began the presentation with a brief overview of the City of Cottage Grove and included the following facts about the city:

- 25th largest city by population (at about 40,114) and one of the fastest growing cities in the state
- Cottage Grove has more Mississippi shoreline than any other city in Minnesota
- Cottage Grove is home to 35 parks totaling more than 1,500 acres of park land, nearly 100 miles of trails and sidewalks, an ice arena, outdoor skating rinks, an 18-hole golf course, and major events throughout the year
- Cottage Grove residents are very generous: In 2022, residents helped raise $172,278 for the Canadian Pacific Holiday Train (with proceeds going to the Friends in Need Food Shelf)
- Cottage Grove is home to 3M, Renewal by Andersen, NorthPoint, and more businesses in the thriving business park

Mayor Bailey briefly covered the council's vision statement "a mission to provide excellence in delivering public services to residents, businesses and property owners". Next, Mayor Bailey shared the four strategic goals, managing for sustained growth, reforming organizational culture, making Cottage Grove a recreation destination, and engaging the community.

Parks and Recreation Director Zac Dockter presented ways residents of Cottage Grove could benefit from the Local Option Sales Tax (LOST). Dockter stated Cottage

Grove is committed to building a happy, healthy, and vibrant community and that parks and recreation is a key strategy in that effort. Dockter added that this commitment comes at a price with capital project funding being a challenge. The LOST sales tax can be used by local governments to fund up to five regionally significant capital projects that equates to $.50 on every $100 of taxable purchases. Dockter added that staff has identified 3 projects that have the most regional and statewide significance which include:

- Hamlet Park - trail improvements, installation of a turf field, finishing baseball fields, and upgrades to existing amenities
- Mississippi Dunes Park - Mississippi River access, outdoor educational options, trails, and an interpretive center
- River Oaks Golf Course and Event Center - winter Mountain biking course to complement the outdoor winter activities (already in place snowshoeing and cross-country skiing), the addition of a Himalayan putting green, a renovated patio and building, and advanced golf programs

Parks and Recreation Director Zac Dockter presented a general timeline to show the LOST program as it moves through the State Legislature and to a referendum during the general election on November 24, 2024, where voters would be given an opportunity to vote for the program.

City Administrator Jennifer Levitt presented a map that outlined the currently developed portions of the business park. Levitt emphasized the many jobs created because of the business park and the future growth and job potential. Levitt added the 100th Street realignment could be the connecting point to allow further expansion. Burfeind explained the total cost of the County Road 19A & 100th Street Realignment project would be approximately $33 million dollars and how the City has applied for several federal grants to help fund this project. Burfeind added the city has yet to secure funding from one of the grant applications, but some are still pending. Representative Hudella shared new grants the city could potentially apply for. Burfeind began speaking to the general transportation agenda and the items the city would like help funding which include: The Red Rock Corridor Bus Rapid Transit system, corridor lighting along Highway 61, and maintaining aging streets.

Public Works Director Ryan Burfeind shared the Shoppes of Cottage View project. Burfeind included a map outlining where the development would be placed in the city and explained the project has a cost of $10 million dollars. Levitt expressed the city's hope to extend the historic tax credit legislation, facilitate job growth and use tools that don't rely solely on the property tax base, allow mixed-use buildings to be included in special service district areas, and continue to use MIF and JCF funding.

Interim Community Development Director, Emily Schmitz explained the city's focus on supporting new and expanding businesses, infrastructure development, public and private partnering, diversifying the city's housing stock, and maintaining local land use control.

Koerner explained, in his portion of the PowerPoint, the many agenda items Public Safety which included:

- Developing a mutual aid agreement for city and township fire departments collaboration
- Using social workers in co-responder programs
- Providing training for emotional resilience and trauma situations
- Catalytic Converter laws
- Additional funding for additional classrooms at the HERO center
- K-12 threat assessment teams

Malinowski detailed the city's finance agenda items which included evaluating the effectiveness of the summary budget information requirements, securing sales tax exemption for purchases of goods and services made by cities, increasing benefits of the homestead market value exclusion program and the similar veterans' program, amending the laws governing issuance of bonds to maintain streets, and adopting a balance revenue system (referencing the LOST presentation from earlier).

City Administrator Jennifer Levitt continued with a quick overview of the 3M Settlement Agreement explaining how PFAS was identified in Cottage Grove in 2006. Levitt continued with the 2018 lawsuit settled by the state and the funding for the infrastructure projects for 15 East Metro communities to mitigate the PFAS contamination. Burfeind proceeded to explain the 3M settlement money and that the contingency money will go towards building two water treatment plants. Burfeind added these plants are more expensive now than they were in 2018 when the funds were allocated. Burfeind emphasized the need to have support from the legislators to continue to ensure the co-trustees (MPCA and DNR) provide the needed funding to support safe drinking water.

City Administrator Jennifer Levitt made known two issues facing administrative duties which included: replacing the posting and notice requirements in local newspapers to instead allow cities to post on their websites and other social media platforms. Also, the need for new requirements regarding licensure of massage therapists at the state level.

Councilmember Dennis talked about the history of Discover Cottage Grove (established in 2019) and its benefit as a resource to local communities and travelers. The representatives were each given a copy of the new visitor's guide. Representative Hansen brought up grant funding available through a house bill related to the convention and visitor's bureau.

SPECIAL MEETING - ST. CROIX ROOM

3. AGENDA ITEM

A. Rental Housing Development Project by MWF

City Administrator Jennifer Levitt said we're excited that MWF has another proposal for us as we work toward achieving our affordable housing goals. The project will be located on what we call the Zywiec 40. They'll outline their site plan, and they'll also touch on the TIF ask, as its common with any affordable project.

Matt Yetzer, Development Manager for MWF Properties, stated they're excited to present a unique product, which could be in high demand in this community. With the employment growth Cottage Grove is seeing, they think it will be an excellent fit.

Manager Yetzer reviewed MWF's background, noted they currently have about 2,900 housing units throughout the Midwest, most in the Twin Cities metro area and in Rochester are affordable or low-income housing. They're long-term owners with their own management company, Velair Property Management. Their motto is to focus on high-quality construction that's built to last. Because of their long-term ownership and their management aspect, they want to ensure they're good neighbors in the communities in which they develop.

He displayed their portfolio of projects, including two of their most recent projects, showed some interior views and exterior materials they use. Their projects in Washington County include: 42 units in Newport (and they were just awarded another phase by the CDA for another project in Newport), 72 units in Forest Lake, and 45 units in Hugo. Project Features: On-site management, community room, fitness center, underground parking, green features. They're pretty similar to many market-rate products. The specific product here is workforce-oriented housing, with a mix of market-rate units and 50% and 80% AMI (Adjusted Median Income) units. It will be a mix of product that is affordable, more toward the lower end of the workforce; also, with the expansion of the Logistics Park here, some units are at the 80% market-rate level. That will still be affordable to a lot of the workforce that's being added to this area. The expanding employment base here was a big factor in what drove them to this location. They also saw this project as an opportunity to diversify the housing stock, not only in the community, but also in this area; specifically, with the single-family and townhome ownership product, true market-rate rental housing is also being considered there. This is an opportunity to offer a different product that hopefully serves that employment base; it will allow them to have an option close to home. There's connectivity to local amenities, including area bike paths and walking paths and the future Mississippi Dunes plans. They're serving the employment base at a competitive price point and connecting to many local amenities.

Manager Yetzer noted as mentioned by Administrator Levitt, they'd anticipate submitting a TIF request with this project; they've been working with Ehlers for theme to offer their recommendations on that. At this point, it's very preliminary as with current market conditions, things can change quickly with both financing and construction cost assumptions. There's a preliminary recommendation based on our current numbers but cautioned that it's still early on and things change. He anticipates those numbers changing a little bit if this were to be a formal request brought forward.

Manager Yetzer stated he's looking for Council feedback on the Site Plan layout to best meet Council's goals for this area, and for the affordable product itself, the unit mix, target market, etc. He appreciated Council's time tonight.

Mayor Bailey asked Administrator Levitt if The Legends was similar, with a portion being affordable and also market-rate housing in the same building. Administrator Levitt replied yes, it's the same type of situation. A certain percentage of market rate units, and also 80% AMI, 50% AMI is what they're looking at; so, they're a little higher on the AMI side of things, which she thought fit well with our Business Park versus going with a lower AMI.

Mayor Bailey stated this would be three stories with 120 total units; Manager Yetzer stated that's correct, three stories with a pitched roof is their preliminary design.

Mayor Bailey asked if they'd looked at what the building materials would be on this site or if they're still thinking about those. Manager Yetzer replied he included some examples in the packet; he believed that this project would have to go through a PUD process to get the approvals it needs. As part of that, they'd anticipate going through some back-and-forth negotiation with the City, Planning Commission, and Council on what that would look like. The examples should give you an idea of what our standard project looks like with this design team.

Mayor Bailey asked if one of the projects shown was in Newport; Manager Yetzer replied yes, it had 42 units, built in 2017. Mayor Bailey asked if that was located by Newport's Park and Ride, which was confirmed. Manager Yetzer stated in December, they were awarded tax credits from the CDA to do a second phase there, with 51 units; they hope to break ground this summer.

Mayor Bailey told Manager Yetzer that, personally, he felt the building looks very plain; that's why he wanted to confirm which building it was. He didn't know if it was a combination of color schemes, but he thought it looked very blah. He liked what he saw in some of their other projects better, those in other communities; they had different types of building materials, or the mix of them, and the color schemes. Personally, he felt the light-on-light tones that he saw in Newport made the building look cheaper; it didn't give the aesthetic of what he'd like to see in that particular area of Cottage Grove. Manager Yetzer stated he appreciated that feedback.

Council Member Thiede stated this will be across the street from the other apartment complex on which we had a presentation; he asked if that project to the east is still happening and was informed that it was. He asked if these two projects would complement each other, as this will be pretty close to the road. So, as 100th Street comes around there, he asked if there's only going to be about 25 feet to a three-story building, which Manager Yetzer confirmed. Council Member Thiede stated it's actually Hadley, and Manager stated yes, that's 25 feet. Council Member Thiede stated the other project is over here, and there's a corner here; he wondered if that was going to cause any issues with sight lines as 25 feet isn't too much. Manager Yetzer stated they can work on that with your Planning staff as we work through this; this was just based off initial feedback on what the general standards are for high density in the community. The fact that we're going through a PUD gives you an opportunity to provide feedback on things like that, and they're able to adjust.

Council Member Thiede stated he personally likes photos, so he'd like to see how the two developments will look together. He stated where 100th Street dissects there

and it comes crisscross, that whole square of land is one of the smaller of the four pieces that the roads kind of crisscross and dissect. It would be good to kind of see how it all fits together.

Council Member Khambata asked of the 120 units, how many were going to be at 50% AMI and how many were going to be at 80% AMI.

Manager Yetzer replied that 20% of the units are at 50% AMI, and 55% are at the 80% AMI. Administrator Levitt stated there are 33 1-bedroom units at 80% AMI, 33 2-bedroom units AMI, and 24 studio units at 50% AMI.

Council Member Khambata asked what's their experience with some of their other projects, getting those lower AMI units filled. Manager Yetzer replied those are usually the first to go. Council Member Khambata asked if there's a waiting list, where if they had built more, they would have been able to fill them, in terms of gauging the market dynamic.

Manager Yetzer stated there's a tradeoff between the units that are in the highest demand and then what the achievable rents are at that level; there's kind of a give and take with how many of these units can be provided while still having a financially viable project. Many times, 50% is kind of the lowest AMI in the projects that they offer; that's what they call the affordable level. They generally see high demand for those, and if they could get it financed, if it's something that the city wanted, they'd probably provide more. It's just a give and take with where our construction costs are and what financing assumptions are; this mix here is what we've come to, based on feedback from our financing partners on what's feasible and what they're able to fund.

Council Member Khambata asked if they were seeking Section 42 dollars for these types of projects; there are some grants that will only kick in if you can meet 30% AMI, and it's hard to make those projects viable without a lot of market rate built into that. He asked if they did anything with 30% AMI units.

Manager Yetzer replied on a lot of their 9% tax credit LIHTC (Low-Income Housing Tax Credit) deals, for scoring purposes and the competitiveness of that funding, they end up having some 30% units in those. This is kind of a unique structure where it'll be non-LIHTC, so we won't have to go through that long, competitive tax credit process, which helps with certainty of funding. It also doesn't require many things that are required when you go through that competitive process in order to have a project that's going to score well. It gives us some more flexibility since we aren't going through that competitive LIHTC process.

Council Member Khambata stated that's not a risk factor of getting this project moving forward, so that'll also speed up the project by not having to go through that process. Manager Yetzer confirmed that.

Council Member Thiede asked when you drive into this area, is this going to come off of Hadley and maintain part of 100th Street to get over there and align with Hamlet coming in. Public Works Director Ryan Burfeind stated we're going to maintain the whole portion of 100th Street, and we need to do that to keep that connectivity to the neighborhood to the north, to have their two points of access. Council Member Thiede stated so that's coming from Hadley, it's not coming from the east because that's where

the curve is going in; Director Burfeind confirmed with the County arterial roadway, we're not able to connect there. So, it will connect into Hadley, just like it does today. Council Member Thiede stated in terms of ins and outs, it shouldn't dump a lot more traffic into that neighborhood because they'll come out along the old piece of 100th. Director Burfeind stated the only reason they would go there is if they were going to the park or something; otherwise, it will go out to Hadley.

Mayor Bailey stated they're going to be working on the placement of the building on the site. There will be a new 31-unit apartment building on Hardwood; he asked what the distance is from that apartment building to Hardwood. He's trying to visualize 25 feet, and he'd like to know the distance of that apartment building from Hardwood Avenue so that he can get an idea of what he's looking at. Director Burfeind stated Grove80 is close to 25 feet. Administrator Levitt stated they can provide those dimensions and will look at some other examples.

Council Member Olsen stated just looking at it on the map, part of the reason it feels funny is there aren't any trees behind there because there's not room. It would seem it would potentially be more pleasing to the eye and a little bit of a buffer for any cars going by to have that tree line continue all around the site. He asked about the intent of the green buffer space; is that a necessity because of water runoff, maybe a holding pond would need to go in there? Director Burfeind replied he imagined their holding pond would probably go there. Council Member Olsen stated so that area really isn't going to be a piece of property for people to use; it will have a functional use. He stated you have a large amount of impervious surface there.

Council Member Khambata stated initially he wondered why it was so close to the road, but then he realized that on the other side of this is residential; so, the setback from 100th Street is helping to soften the size of the three-story building across the street from the residential area. If you had to pick one side or the other to have the shorter setback, he thought this makes the most sense as far as keeping everyone happy. He thought where it could be problematic is it depends on what goes on this opposing parcel. Council Member Olsen stated that's why he thought that tree line would be nice.

Administrator Levitt told Council Member Khambata he's exactly right; with the existing residences to the north, it's a little challenging to try to get a berm and buffer in there. So, our direction to them was to try to set it back from that existing residential neighborhood, knowing that we're looking at nearly a five-story building on the other side of the street. Those two would be more complementary to one another and would not overshadow the existing residential properties.

Council Member Dennis stated he noticed on his recent trip to Brooklyn, with much of the retail development going on there regarding density, building size, and building heights, etc., one substantial thing being done was terraced effects done to the buildings that allowed more natural light to get in. It allowed a more pleasing sense to the eye; you might be losing some square feet, but when you terrace, you can provide some balcony or deck-type areas that would be available for that end user to enjoy.

That might be something that could be looked at in a situation where you're in tight against lines, but you terrace the effect back, so you open up and soften and create that illusion that you have more space than what you do.

Manger Yetzer stated that's a great point, and these are all things we can work on with our design team, too, as the plans become more fully developed. What we're trying to weigh here is maintaining the affordability; so, many of these design features will have an impact on construction costs, too. We're trying to kind of weigh being able to maintain the affordability and make the project still a fit for what Cottage Grove is looking for in the area. He was glad to hear that feedback, and we'll work through the PUD process with staff and Council to incorporate that as much as we can. Our goal is to also help maintain this affordability through this project to serve the market we're looking for, so that's another aspect at play here.

Mayor Bailey stated he assumed the Council agrees that we need more affordable options within our community. We also must weigh how it looks within that category, maybe the physical appearance of the building or its proximity to the street. If they find that this green buffer area isn't going to be all that they thought it was going to be, but instead a stormwater pond, maybe the building could get reoriented a little better where they can get more of a buffer along this road.

Council Member Thiede asked Director Burfeind if the dashed line coming off of the road will come out of the neighborhood to the west, across the street, that dashed line that comes over to Hamlet, is that a right-of-way or can they not cut across that?

Planner Schmitz stated this line here comes through the site, and she just thought that was a general way to show what that distance is from the building and the parking lot. Council Member Thiede stated if we stretched it a little bit to have a larger angle here; Manager Yetzer asked him if he's talking about this western wing over here, kind of angling that out a bit? Council Member Thiede stated even like this if you moved it a little bit more there and it came a little further from the road and kind of angled over. He doesn't know what kind of water ponding or retention, what percentage of this they can use, but it would help not make it so boxy.

Council Member Khambata stated we're getting these L-shaped or U-shaped buildings with parking kind of tucked inside. He's sure it serves numerous purposes, but is he right to assume that's the most cost-effective way to do both a parking lot and to do the building, in terms of the number of units?

Manager Yetzer replied it's the most efficient way to do the construction, with our right angles and reducing the number of turns. Council Member Khambata stated the alternative would be to put the building in the middle and have the parking lot around the outside, but then you get twice as much asphalt, twice as much impervious surface. From already constructed projects that he's seen, with options to have a parking lot out front or to have a building closer to the setback, he thinks having a building closer to the setback is more aesthetically pleasing than having the parking lot, and then the building way in the back because you inevitably get snow storage issues, and somebody will have a car that won't start. For people who aren't parking there and are just passersby,

he still thinks this is the more aesthetically pleasing option; rather than rotating it 180 degrees, putting in a setback closer to 100th Street, than having the parking out on the big intersection. It might be more imposing, but architecturally it will be more appealing.

Mayor Bailey told Administrator Levitt when we looked at those projects on Hardwood, they did a visual for us; if you're standing over here and you look, this is what you'll see. That might be an opportunity for them to give us some idea of what somebody might see if they're standing at whatever angle to the building, that would be good. He likes what they're doing, he likes the buffer, especially against the general residential neighborhood, he thinks that's great. He needs something more for over here on the 25 feet, just to understand what that's going to look like or feel like. He told Council Member Dennis if they were building this on 80th Street, like the Grove80 apartments, he'd say yes, not a problem. He just wants to be able to understand what the residents will see when they go there. We don't know what's necessarily going to go on the back side of your proposed project, but we already know what's going across the street.

Administrator Levitt stated we're looking for affirmation on the TIF. We put a range of $1.35M to $1.8M. We just want to make sure Council is comfortable with the TIF application for the project and if you'll be supportive of that.
Council Member Olsen stated that's the only way we're going to get the affordability, and Council Member Khambata and Mayor Bailey agreed they're in favor of it.

Council Member Khambata asked what their estimated timeline was if they proceed with this project. Manager Yetzer replied ideally, if everything works out, optimistically it would be getting in the ground this coming Fall. There are a lot of moving pieces out there with different infrastructure extensions, etc., so all of that must be worked out. Manager Yetzer thanked the Council and said he appreciated their time.

4. ADJOURNMENT

The meeting was adjourned at 6:53 p.m.

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

City Council Action Request

7B

Meeting Date	2/15/2023
Department	Administration
Agenda Category	Consent Agenda
Title	City Council Meeting Minutes - January 18, 2023, Regular Meeting
Staff Recommendation	Approve January 18, 2023, City Council Regular meeting minutes.
Budget Implication	N/A
Attachments	2023-01-18 City Council Regular Meeting.tif 5.11MB

MINUTES

COTTAGE GROVE CITY COUNCIL — January 18, 2023

COUNCIL CHAMBER
12800 RAVINE PARKWAY SOUTH

REGULAR MEETING - 7:00 P.M
COUNCIL CHAMBER

1. CALL TO ORDER

The City Council of the City of Cottage Grove, Washington County, Minnesota, held a regular meeting on January 18, 2023, at Cottage Grove City Hall, 12800 Ravine Parkway. Mayor Bailey called the meeting to order at 7:00 p.m.

2. PLEDGE OF ALLEGIANCE

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

3. ROLL CALL

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

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

4. OPEN FORUM

Mayor Bailey opened the Open Forum. He stated Steve Morris, a Council Member from Woodbury, would share some information with us.

Steve Morris, 4333 Bailey Lake Drive, Woodbury, MN, stated he was here on behalf of the Woodbury City Council. Our two communities have worked well together for many years, as staff and Councils have a history of working together towards mutual success and for the benefit of our combined communities. This partnership is strengthened by our mutual respect for each other and our willingness to reach out, ask questions, and

communicate. Our communities are stronger because of this and said thank you. Despite this history, members of the Cottage Grove City Council have repeatedly picked on the Woodbury City Council Members, as evidenced by this year's fantasy football league in which no member of the Woodbury team won a single game against any of the Cottage Grove folks. The Cottage Grove City Council and staff also handily defeated Woodbury at a joint workshop last year at the HERO Center in a marksmanship challenge; they also took note of that. What brought him here tonight is a hard fought wager and bet with our mutual South Washington County High Schools when the Park boys' hockey team defeated the East Ridge Raptors; it required his attendance here tonight to satisfy the wager. On behalf of the Woodbury City Council, he offered well-earned doughnuts, a tasty treat for your long Council Meeting tonight. He added that they were purchased from the amazing Dorothy Ann Bakery in Woodbury, MN, noting that the doughnut colors are East Ridge gold and black. He presented the box of doughnuts to Mayor Bailey, and Mayor Bailey thanked him.

As no one else 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 Olsen. Motion carried: 5-0.

6. PRESENTATIONS - None.

7. CONSENT AGENDA

A. Approve the December 21, 2022 City Council Special Meeting minutes.
B. Approve the December 21, 2022 City Council Regular Meeting minutes.
C. Adopt Resolution 2023-013 authorizing renewal of business licenses for 2023.
D. Authorize entering into an agreement with Judith Graf for transcription services for 2023.
E. Approve the CivicPlus Master Services Agreement for Agenda Management Software.
F. Authorize the issuance of a single-occasion gambling permit to John Mark Graham, on behalf of Trophies of Grace Northern Division, to hold a raffle on April 1, 2023, at Furber Farm, 7310 Lamar Avenue South.
G. Approve the issuance of rental licenses to the properties listed in the attached table.
H. Adopt Resolution 2023-009 awarding the quote for the 7387 65th Street Water Service work to Capra's Utilities, Inc. in the amount of $12,495.00, and execute the Deferred Assessment Waiver Agreement.
I. Adopt Resolution 2023-008 awarding the quote for the signal pole and mast arm infrastructure for the East Point Douglas Road and Jamaica

Avenue Project to Millerbernd Manufacturing in the amount of $127,450.00.

J. Adopt Resolution 2023-007 requesting Minnesota State Aid advanced funding for the East Point Douglas Road and Jamaica Avenue Reconstruction and Signal Modifications Project.

K. 1) Authorize Resolution No. 2023-012 supporting legislative authorization for approval of a local sales and use tax. 2) Authorize University of Minnesota Local Option Sales Tax agreement. 3) Authorize Legislative Support Services agreement with Flaherty & Hood, P.A.

L. Approve the East Metro Public Safety Training Facility Use Agreement between the East Metro Public Safety Training Facility Association and the City of Cottage Grove Public Safety Department.

M. Accept and approve the donation in the amount of $10,000.00 from the Cottage Grove Public Safety Board.

N. Accept and approve the grant donation in the amount of $7,500.00 from the United States Police Canine Association.

O. Nominate Sharon Doucette to the South Washington Watershed District Board of Managers for a second three-year term.

P. Approve the Antenna Site Lease Agreement with DISH Wireless and authorize the appropriate City officials to execute the lease and any related documents.

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

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

8. APPROVE DISBURSEMENTS

A. Approve payments for the period of 1-01-2023 through 1-13-2023 in the amount of $2,169,924.30.

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

9. PUBLIC HEARINGS - None.

10. BID AWARDS - None.

11. REGULAR AGENDA

A. Southeast Industrial Park 3rd Addition and RJ Schinner-Preliminary Plat, Final Plat, and Site Plan Review

Staff Recommendation: 1) Adopt Resolution 2023-010 approving the preliminary plat and final plat to be called Southeast Industrial Park Third Addition, which includes one 12.66-acre development lot, one 5.84-acre outlot for future development. 2) Adopt Resolution 2023-011 approving the Site Plan Review for an industrial development on Lot 1, Block 1, Southeast Industrial Park Third Addition to include approximately 126,200 square feet and a future expansion of 78,800 square feet.

Emily Schmitz, Senior Planner, stated the Applicant, Opus Development on behalf of RJ Schinner, has submitted two requests: 1) The Preliminary and Final Plat for the final Southeast Industrial Park parcel at the end of 91st Alcove; 2) A Site Plan Review for a proposed building of about 126,000 square feet, with an opportunity for future expansion of an additional 78,000 square feet.

Planner Schmitz reviewed the history of this acreage from 2018 through 2021; with the one site left, RJ Schinner is interested in constructing their distribution facility. They will speak about their operations/development. Outlot A will continue to be owned by RJ Schinner should they need that area for even further expansion, or if they find a different user, that will come before the Council as an additional Site Plan.

Site Plan Review

Access & Parking: 63 parking stalls required, 39 proposed, but their activity on the site doesn't require many employee parking stalls; we recognized with proof of parking if there's a time when they need additional spaces, we'll work with them. That's a condition of approval this evening. Hillcrest Development worked into their agreements with both North Star Sheets and RJ Schinner as they navigate owning these parcels to ensure maintenance on 91st Alcove, as well as any of the pedestrian walkways; 91st Alcove is public right-of-way, but it is privately maintained.
Tree Preservation & Landscaping: We worked through the tree inventory: 1,978 inches of permitted removal and they're proposing removal of 1,046 inches. Their landscaping will be focused on the west side of their project area, which is adjacent to Hamlet Park.
Architecture: Precast panels include texture and color adjustments throughout long stretches of walls. There will also be windows and some canopies at the entrances to again break up the long walls.

Schmitz stated representatives from Hillcrest, Opus, and RJ Schinner, as well as City staff, are here tonight to answer specific questions about the projects.

Joe Mahoney, Opus Development, 10350 Bren Road West, Minnetonka, stated they were very happy to be here again, as they've had great success and enjoy working with the City of Cottage Grove. They're building in this Business Park as well as Renewal by Andersen and a few other properties throughout the community. He stated Planner Schmitz did a great job explaining the project, but if there are any questions he or their civil engineer, will answer them.

Mike Wentland, Vice President of Operations for RJ Schinner, said they're very excited as they've outgrown their current warehouse. When we told our employees we were moving to Cottage Grove, many of them were very happy about that; he thought

they made a great decision and can't wait to get going on this project. They very much need the space and hope to continue and grow with Cottage Grove.

Council Member Thiede stated this area is kind of tucked back behind North Star Sheets, so he asked how many trailers or trucks they're going to have going in and out of there in a day.

Vice President Wentland replied they run a traditional distribution center so will have inbound trucks probably in the neighborhood of ten per day, then they have eight-or-nine trucks that they use to make deliveries. So, those trucks will be parked there overnight, and then they'll leave in the morning, will be gone all day, and then come back to be reloaded.

Council Member Thiede stated you'll obviously coordinate with North Star Sheets and their traffic. Vice President Wentland stated yes, they met with them, and they seem like they're very good people; he doesn't think that's going to be an issue at all.

Council Member Olsen thanked them for being here tonight, and told them they made the right decision working with Opus.

Council Member Olsen stated Planner Schmitz mentioned that he's a tree hugger, which is true; he likes trees because they provide that buffer between public spaces and private spaces, and you have that with your proximity to Hamlet Park. He encouraged them to be very cognizant of that because it will make a big difference to the residents and also the users of Hamlet Park.

Council Member Olsen stated they've really left themselves a lot of space for expansion, which he thought was wise. He asked what sort of timeline they had in place for initial construction, as well as ongoing growth.

Vice President Wentland replied regarding growth, right now they're in 75,000 square feet, and they have two auxiliary buildings, 20,000 and 16,000 square feet. They're a growing company, so not only are we going into 20,000 or 30,000 square feet maybe more than what we need because we want to be ready for that growth. We have the ability to go 78,000 and go well over 200,000, but we don't want to have to do this again. We want to grow where we're at in Cottage Grove.

Council Member Olsen asked what that would look like in terms of job growth. Vice President Wentland replied right now, we have 20-to-25 employees; he could definitely see that growing to 30-to-35 in the future, as long as we keep growing, which they plan to do.

Council Member Olsen stated we love to have good-paying jobs in Cottage Grove for people who are looking for something and want to work close to home. So, we're very grateful for that. Vice President Wentland stated we'll have sales meetings here so will use hotels, etc. here, too. Council Member Olsen stated we're grateful that you chose Cottage Grove, and we look forward to working with you.

Mayor Bailey stated if this gets approved tonight, he asked Vice President Wentland what their goal was as far as when they'd actually be opening. Vice President Wentland replied by the end of this year. Mayor Bailey stated it looks like it will be great.

Motion by Council Member Olsen to Adopt Resolution 2023-010 approving the Preliminary Plat and Final Plat to be called Southeast Industrial Park Third Addition, which includes one 12.66-acre development lot and one 5.84-acre Outlot for future development; second by Council Member Thiede. Motion carried: 5-0.

Motion by Council Member Khambata to Adopt Resolution 2023-011 approving the Site Plan Review for an industrial development on Lot 1, Block 1, Southeast Industrial Park Third Addition, to include approximately 126,200 square feet and a future expansion of 78,000 square feet; second by Council Member Dennis. Motion carried: 5-0.

Mayor Bailey welcomed them to Cottage Grove.

12. COUNCIL COMMENTS AND REQUESTS

Council Member Khambata stated we're about to have our sixth snowstorm in seven weeks. He wanted to reiterate his great appreciation for our Public Works and our Parks staff who are working overtime every week to make sure that our roads are passable and safe. Mayor Bailey agreed and asked Public Works Director Ryan Burfeind to pass that along to our Public Works team.

Mayor Bailey reminded the public that before the next Council Meeting, on Wednesday, February 1, at 6:00 p.m., he'll be giving the State of the City address. He's looking forward to sharing with the public many great things that have happened over the past year and many things that will be happening this year. Council has some things that we've not yet shared publicly about some opportunities for businesses that have announced that they're coming to Cottage Grove; so, come here in person or tune in that evening on cable access to hear what some of the new businesses in Cottage Grove will be.

Mayor Bailey thanked Woodbury Council Member Steve Morris for the friendly competition between our cities; it's a breath of fresh air to now have such a great working relationship with Woodbury. We'll continue to do that, and of course Cottage Grove will continue to win.

13. WORKSHOPS - OPEN TO PUBLIC - None.

14. WORKSHOPS – CLOSED TO PUBLIC - None.

15. ADJOURNMENT

Motion by Council Member Dennis, second by Council Member Thiede, to adjourn the meeting at 7:19 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	2/15/2023
Department	Administration
Agenda Category	Consent Agenda
Title	Gambling License Application - Strawberry Festival
Staff Recommendation	Authorize issuance of a single-occasion gambling permit to Cottage Grove Strawberry Festival, Inc. to conduct a raffle at Park High School (8040 80th Street, Cottage Grove) on June 19, 2023.
Budget Implication	N/A
Attachments	Memo - Gambling License Strawberry Fest (June 19, 2023).tif 709.06KB

Cottage Grove
Where Pride and Prosperity Meet

Department of Public Safety
Police • Fire • EMS

To: City Administrator Jennifer Levitt

From: Director of Public Safety Peter J. Koerner

Date: February 9, 2023

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

INTRODUCTION

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

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

BACKGROUND

Pursuant to City Ordinance, Lori Ann Olsen, on behalf of the Cottage Grove Strawberry Fest, P.O. Box 512, Cottage Grove, MN 55016 has submitted an application for a Temporary Single Occasion gambling permit to be held at Park High School, 8040 80th Street S, Cottage Grove, MN 55016 on June 19, 2023, at 6:00pm. The Department of Public Safety is required to conduct a police investigation of the applicants.

DISCUSSION

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

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

RECOMMENDATION

Recommend that the City Council approve the single occasion Gambling Permit application for the Cottage Grove Strawberry Fest.

Peter J. Koerner – Director of Public Safety 2/9/2023

City Council Action Request

7D

Meeting Date	2/15/2023
Department	Administration
Agenda Category	Consent Agenda
Title	Gambling License Application - Strawberry Festival
Staff Recommendation	Authorize issuance of a single-occasion gambling permit to Cottage Grove Strawberry Festival, Inc. to conduct bingo at River Oaks Golf Course and Event Center (11099 Highway 61, Cottage Grove) on May 7, 2023.
Budget Implication	N/A
Attachments	Memo - Gambling Permit Strawberry Fest (May 7, 2023).tif 713.73KB

Cottage Grove
Where Pride and Prosperity Meet

Department of Public Safety
Police • Fire • EMS

To: City Administrator Jennifer Levitt

From: Director of Public Safety Peter J. Koerner

Date: February 9, 2023

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

INTRODUCTION

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

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

BACKGROUND

Pursuant to City Ordinance, Lori Ann Olsen, on behalf of the Cottage Grove Strawberry Fest, P.O. Box 512, Cottage Grove, MN 55016 has submitted an application for a Temporary Single Occasion gambling permit for Bingo to be held at River Oaks Golf Course, 11099 Highway 61, Cottage Grove, MN 55016 on May 7, 2023, at 11:00am. The Department of Public Safety is required to conduct a police investigation of the applicants.

DISCUSSION

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

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

RECOMMENDATION

Recommend that the City Council approve the single occasion Gambling Permit application for the Cottage Grove Strawberry Fest.

Peter J. Koerner – Director of Public Safety 2/09/2023

City Council Action Request

Cottage Grove
Where Pride and Prosperity Meet

7E

Meeting Date	2/15/2023
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 460.59KB Rental License Approvals Table.tif 1.69MB

Cottage Grove
Where Pride and Prosperity Meet

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

FROM: Samantha Drewry, Code Enforcement Officer

DATE: February 9, 2023

RE: Rental License Approvals

Background/Discussion

Rental licenses are required for nonowner-occupied residential properties (City Code Title 9-13, Property Maintenance, and Title 9-14, Rental Licensing) and are issued on a biennial basis. The licensing process includes submittal of the rental license application, payment of $180, and public criminal history report. Rental inspections are conducted on all rental properties as part of the licensing process. Once all information has been submitted and the inspection satisfactorily completed, the Council must approve the license prior to it being issued.

The properties listed in the attached table have completed the licensing process and are ready to have their licenses issued following Council approval.

Recommendation

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

2023 RENTAL LICENSES

CITY COUNCIL APPROVAL - FEBRUARY 15, 2023

RENTAL LICENSE NUMBER	PROPERTY STREET #	PROPERTY STREET NAME	PROPERTY OWNER
RENT-001264-2022	8937	INDAHL AVENUE SOUTH	HOME SFR BORROWER, LLC
RENT-001470	6869	98TH STREET SOUTH	JIANG ZHENG ZHENG
RENT-001516	8757	75TH STREET SOUTH	Burch, Charles
RENT-001519	8584	GREYSTONE AVENUE SOUTH	HOWE, KENNETH
RENT-001541	8159	HENSLOWE AVENUE SOUTH	Wahlin, Tavifa & Joshua
RENT-001563	9319	93RD STREET SOUTH	HPA Borrower 2018-1 ML LLC
RENT-001567	7787	JEFFERY AVENUE SOUTH	HPA JV Borrower 2019-1 ML LLC
RENT-001569	8591	GRENADIER AVENUE SOUTH	HPA JV Borrower 2019-1 ATH LLC
RENT-001572	8821	JODY CIRCLE SOUTH	HPA II Borrower 2020-2 LLC
RENT-001587	9269	HALE AVENUE SOUTH	Maki, Kevin & Jaelyn
RENT-001590	8796	IRONWOOD AVENUE SOUTH	RAGAN, MICHAEL
RENT-001598	8489	GRAFTON AVENUE SOUTH	PLOUSSARD, EILEEN
RENT-001608	6613	JASMINE AVENUE SOUTH	Sorensen, Christopher & Theresa
RENT-001640	9413	69TH STREET SOUTH	HPA BORROWER 2017-1 ML LLC
RENT-001641	7805	HEMINGWAY AVENUE SOUTH	Aguilar, Michelle
RENT-001675	7874	72ND STREET SOUTH	Beck, Allen & Anderson, Kyle
RENT-001680	7172	IMPERIAL AVENUE CIRCLE SOUTH	GORR, ROBERT
RENT-001681	6751	GENEVA AVENUE SOUTH	Price, James
RENT-001685	6472	GENEVIEVE TRAIL SOUTH	Tebyanifard, Rezvan

City Council Action Request

7F

Meeting Date	2/15/2023
Department	Finance
Agenda Category	Consent Agenda
Title	2022 Budget Revisions
Staff Recommendation	Approve Resolution 2023-024, 2022 Budget Revisions.
Budget Implication	$1,365,455 in budget expenditure revisions offset by $1,244,050 in budget revenue revisions and $121,405 in fund balance assigned for this purpose at year-end 2021.
Attachments	CC Memo 2022 Budget Revisions.TIF 621.74KB Res 2023-024 Budget Revisons.TIF 861.08KB

Cottage Grove
Where Pride and Prosperity Meet

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

From: Brenda Malinowski, Finance Director

Date: February 8, 2023

Subject: 2022 Budget Revisions

Background

The Council is requested to consider a resolution to amend the 2022 Budget for activity that was not included in the 2022 Budget that was adopted on December 1, 2021.

Discussion

Each year events occur that were not identified in the original adopted budget. All of the events reflected follow prior Council actions and approvals, including staffing and costs of updating the City Code. The Adopted Budget can be amended to reflect these changes.

- Police squad and K-9 adjustments
  - Carryforward from 2021 for revenue received in 2021 for 2022 expenditures
- Police salaries
  - Carryforward from 2021 for negotiated contract settlement
- Other expenditure changes offset by increased revenues over the Adopted Budget
  - Planning, Inspections, and Engineering
    - Additional professional services needed due to development activity
  - City Clerk
    - Additional professional services needed for the City Code update
  - Building maintenance costs
    - Additional services provided during the year from the Fleet Maintenance Fund
  - Fire
    - Maintenance of floors at Central Fire Station
    - Fire Relief contribution increase to reflect revenue increase received from State for fire aid
  - Salary changes
    - Personnel costs that were not included in the Adopted Budget for Administration, Planning, Police, Streets, and Parks
  - Emergency Management
    - Additional warning siren replacement costs in emergency management

Recommendation

Approve Resolution 2023-024, 2022 Budget Revisions.

CITY OF COTTAGE GROVE, MINNESOTA
RESOLUTION 2023-024

2022 BUDGET REVISIONS

WHEREAS, events surrounding development activities and inflationary increases occurred in 2022 that were not part of the original Adopted Budget, and

WHEREAS the City Council may authorize budget adjustments.

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, that the 2022 Budget shall be shall be revised as follows:

	2022 Original Budget	2022 Revised Budget
General Fund		
Revenue		
General Property Tax	$15,220,000	$15,220,000
Licenses & Permits	2,499,150	3,602,500
Intergovernmental	754,500	813,200
Charges for Services	1,247,200	1,329,200
Fines	150,000	150,000
Miscellaneous	163,000	163,000
Transfers In	576,000	576,000
Total	$20,609,850	$21,853,900

	2022 Budget	2022 Revised Budget
Expenditures		
General Government		
Mayor & Council	$95,690	$95,690
Administration	844,855	884,305
Professional services	445,300	445,300
City Clerk & Elections	124,925	241,925
Finance	602,755	602,755
City Hall & Community Programs	571,465	682,965
Community Development		
Planning, Zoning & Historic Preservation	484,155	672,155
Building inspection & Code Enforcement	1,221,345	1,436,345
Public Safety		
Police	8,247,005	8,492,410
Animal Control	31,100	31,100
Emergency Preparedness	82,945	99,945
Fire	1,471,515	1,672,725
Public Works		
Engineering	395,455	477,455
Street Maintenance	1,597,725	1,628,215
Signage	241,420	241,420
Snow Plowing	768,210	768,210
Public Works Admin	422,600	460,600
Parks & Recreation		
Forestry	372,530	372,530
Park Maintenance	1,669,895	1,750,295
Recreation	518,960	518,960
Transfers Out	400,000	400,000
Total	$20,609,850	$21,975,305

Passed this 15th day of February 2023.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

City Council Action Request

7G

Meeting Date	2/15/2023
Department	Public Safety
Agenda Category	Consent Agenda
Title	Animal Humane Society Impound Agreement
Staff Recommendation	Approve the 2023 Impound Housing Services Letter of Understanding between the Animal Humane Society and the City of Cottage Grove.
Budget Implication	Budgeted in Public Safety Animal Control for 2023
Attachments	Animal Humane Society Impound Agreement Renewal 02082023.TIF 1010.58KB Letter of Understanding Impound Housing Services.tif 7.01MB

Cottage Grove
Where Pride and Prosperity Meet

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

From: Peter J Koerner, Director of Public Safety

Date: February 8, 2023

Subject: **ANIMAL HUMANE SOCIETY IMPOUND AGREEMENT REVEWAL**

Since 2013, The City of Cottage Grove has had an agreement with the Animal Humane Society (AHS) in Woodbury for animal impounds. As part of our budget process, we evaluate our animal control services, which include animal impounds. Animal Humane Society continues to partner with local municipalities to improve the lives and welfare of animals, as well as the impact they have on people in our community.

To align their fees with their costs, there is a 3% increase to their fees. When animals are returned to their owners through our facility, they will charge a $25 admin fee to the municipality. They will charge $214 for dogs and cats that remain in their care through a stray hold and are not returned to their owner. They will charge $49 for critters and other small companion animals. These costs cover their housing, feeding, vaccination, and other veterinary care.

We have continued to have savings by our increased ability to release lost animals using social media. By posting lost animals prior to transporting to the Animal Humane Society, we reduce fees as well as Community Service Officer time. We also utilize a chip reader that often gives us the pet owner information. Our 2020 fees were an anomaly due to COVID factors, but we have since remained steady.

2020 Impound Fees	
1st Quarter	$920.00
2nd Quarter	$744
3rd Quarter	$920
4th Quarter	$1,178
Total	$3,762

2021 Impound Fees	
1st Quarter	$474
2nd Quarter	$1,621
3rd Quarter	$3,316
4th Quarter	$455
Total YTD	$5,866

2022 Impound Fees	
1st Quarter	$1,024
2nd Quarter	$1,672
3rd Quarter	$2,216
4th Quarter	$1,120
Total	$6,032

There are no significant changes to the language of the contract. City Attorney Kori Land did review and made updates that were agreed upon by the Animal Humane Society.

The Animal Humane Society and the City of Cottage Grove would like to continue this agreement and partnership.

RECOMMENDATIONS

Approve the Letter of Understanding for Impound Housing Services 2023 between Animal Humane Society and City of Cottage Grove.

Attch:
Letter of Understanding for Impound Housing Services 2023

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is made and executed this____ day of_____ , 2023, by and between the City of Cottage Grove, 12800 Ravine Parkway, Cottage Grove, Minnesota 55016, ("City") and the Animal Humane Society, 9785 Hudson Road, Woodbury, Minnesota 55125 ("AHS").

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

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

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

1. SERVICES.

    a. City agrees to engage AHS as an independent contractor for the purpose of performing certain professional Services ("Services"), as defined in the following documents:

        i. A Letter of Understanding dated October 25, 2022, incorporated herein as Exhibit A.

        ii. Other documentation, incorporated herein as Exhibit B.

        iii. Where the terms and conditions of this Agreement and those terms and conditions included in Exhibit A or B specifically conflict, the terms of this Agreement shall apply.

    (Hereinafter "Exhibits.")

    b. City hereby agrees to follow the policies and procedures articulated by AHS in Section 3 of Exhibit A.

    c. AHS covenants and agrees to provide Services to the satisfaction of the City in a timely fashion, as set forth in the Exhibits, subject to Section 7 of this Agreement.

2. PAYMENT.

    a. City agrees to pay and AHS agrees to receive and accept payment for Services as set forth in the Exhibits.

b. Any changes in the scope of the work of the Services that may result in an increase to the compensation due AHS shall require prior written approval by the authorized representative of the City or by the City Council. The City will not pay additional compensation for Services that do not have prior written authorization.

c. AHS shall submit itemized bills for Services provided to City as stated in Exhibit A. Bills submitted to the City shall be paid in the same manner as other claims made to City.

3. TERM. The term of this Agreement is identified in Exhibit A. This Agreement may be extended upon the written mutual consent of the parties for such additional periods as they deem appropriate, and upon the same terms and conditions as herein stated.

4. TERMINATION.

a. Termination by Either Party. This Agreement may be terminated by either party upon 30 days' written notice delivered to the other party to the addresses listed in Section 13 of this Agreement. Upon termination under this provision, if there is no default by AHS, AHS shall be paid for Services rendered and reimbursable expenses until the effective date of termination.

b. Termination Due to Default. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure that is acceptable to the other party.

5. SUBCONTRACTORS. AHS shall not enter into subcontracts for any of the Services provided for in this Agreement without the express written consent of the City, unless specifically provided for in the Exhibits. AHS shall pay any subcontractor involved in the performance of this Agreement within ten (10) days of AHS's receipt of payment by the City for undisputed services provided by the subcontractor.

6. STANDARD OF CARE. In performing its Services, AHS will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the Services are provided. No warranty, express or implied, is made or intended by AHS's undertaking herein or its performance of the Services.

7. DELAY IN PERFORMANCE. Neither City nor AHS shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses or

authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or AHS under this Agreement. If such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. AHS will be entitled to payment for its reasonable additional charges, if any, due to the delay.

8. CITY'S REPRESENTATIVE. The City has designated Director of Public Safety Peter Koerner to act as the City's representative with respect to the Services to be performed under this Agreement. He shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the Services covered by this Agreement.

9. PROJECT MANAGER AND STAFFING. AHS has designated Dr. Graham Brayshaw and Astrid Roed to be the primary contacts for the City in the performance of the Services. They shall be assisted by other staff members as necessary to facilitate the completion of the Services in accordance with the terms established herein. AHS may not remove or replace these designated staff without the approval of the City.

10. INDEMNIFICATION.

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

    b. AHS shall indemnify City against legal liability for damages arising out of claims by AHS's employees. City shall indemnify AHS against legal liability for damages arising out of claims by City's employees.

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

    a. General Liability Insurance, with a limit of $1,000,000 for any number of claims arising out of a single occurrence; $2,000,000 annual aggregate.

    b. Workers' Compensation Insurance in accordance with statutory requirements.

    c. Automobile Liability Insurance, with a combined single limit of $1,000,000 for each person and $1,000,000 for each accident.

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

12. OWNERSHIP OF DOCUMENTS. Professional documents, drawings, and specifications prepared by AHS as part of the Services shall become the property of the City when AHS has been compensated for all Services rendered, provided, however, that AHS shall have the unrestricted right to their use. AHS shall retain its rights in its standard drawing details, specifications, databases, computer software, and other proprietary property. Rights to proprietary intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of AHS.

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

If to City:
City of Cottage Grove
12800 Ravine Parkway
Cottage Grove, MN 55016
Attention: Director of Public Safety

Or e-mailed: PKoerner@cottagegrovemn.gov

If to AHS:
Animal Humane Society
1159 University Avenue West
St. Paul, MN 55104
Attention: Dr. Graham Brayshaw

Or emailed: gbrayshaw@animalhumanesociety.org

Animal Humane Society, Woodbury
9785 Hudson Road
Woodbury, MN 55125
Attention: Astrid Roed

Or emailed: aroed@animalhumanesociety.org

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

15. GENERAL PROVISIONS.

    a. Assignment. This Agreement is not assignable without the mutual written agreement of the parties.

b. Waiver. A waiver by either City or AHS of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

c. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota and any action must be venued in Washington County District Court.

d. Severability. If any term of this Agreement is found be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

e. Data Practices Compliance. All data collected by the City pursuant to this Agreement shall be subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

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

[THE REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK]

CITY OF COTTAGE GROVE

By: _____
Myron Bailey, Mayor

By:_____
Tamara Anderson, City Clerk

Date:_____



Digitally signed by Janelle Dixon
DN: cn=Janelle Dixon, o, ou, email=jdixon@animalhumanesociety.org, c=US
Date: 2023.01.26 08:13:55 -06'00'

EXHIBIT A

Animal Humane Society
and
City of Cottage Grove

Letter of Understanding for Impound Housing Services
2023

1. Animal Humane Society (AHS) agrees to provide the following services:
   a. Housing for stray or abandoned animals that are retrieved or legally seized by your municipality's community service officer (CSO) or animal control officer (ACO), or for stray animals that are brought into the shelter by a citizen and verbal permission is given by your agency via phone for intake. Housing includes kennel space, daily cleaning, food and water.
   b. AHS is unable to house wildlife or farm animals.
      i. Exceptions can be made for chickens with prior approval of the site manager at AHS.
   c. Herd management vaccination following our standard vaccination protocols, as well as medically necessary and/or emergency care for sick or injured animals impounded during regular business hours.
   d. Euthanasia services as deemed necessary by an AHS veterinarian. These services may be provided at the end of the legally required holding period or in the case of a medical situation that requires immediate euthanasia.
   e. Adoption services as deemed appropriate by AHS veterinary staff. The animals will be evaluated for these services at the end of the legally required holding period.
   f. Euthanasia services and body disposal as deemed appropriate by AHS veterinary staff. The animals will be evaluated for these services at the end of the legally required holding period.
   g. Provide animal rabies quarantine or diagnostic service for stray felines or canines that have bitten a person.
   h. Hold animal for the legally required stray holding period: 5 days in MN, 4 Days in WI if a live release, 7 days in WI if euthanized or until reclaimed by owner within this holding period.
   i. AHS will follow internal policy and best practice for unclaimed animals. **City of Cottage Grove** may request and view AHS policies at any time.

2. AHS expectations:
   a. AHS is not responsible for sick or injured animals that are left after hours. Outside treatment must be sought for these animals by the animal control officer or community service officer prior to leaving the animals at the AHS facility when veterinary staff members are not on duty.

b. AHS has the sole authority to disposition all animals that have not been reclaimed upon the expiration of the legally designated holding period.
c. AHS will not accept feral cats seized under municipal authority by your municipality's CSO or ACO.
d. AHS is not responsible for collecting any fees from an owner for a municipality.

3. **City of Cottage Grove** agrees to:
   a. Adhere to the drop off procedure set forth by AHS including animal housing at the shelter and paperwork. Drop off procedures and paperwork training for community service or animal control officers will be provided.
   b. Adhere to state laws and local ordinances that apply to the handling of stray or abandoned animals and the seizure and return of animals to their owners.
   c. Direct citizens where to take stray animals when not receiving permission for impoundment at AHS.
   d. Seek care for injured or sick animals prior to drop off in the event that it is after hours and/or AHS veterinary staff is not on duty.
   e. Pay the designated fees for each animal cared for from your municipality.
      i. AHS will charge a standard hold fee of $214 per canine or feline and a $49 fee per "other" domestic animals (rabbits, guinea pigs, birds etc.) not reclaimed by its owner.
      ii. AHS will charge a municipality mandated quarantine fee of $428 per canine or feline that is held for a quarantine or other holding period lasting more than 5 days independent of who claims the animal after that hold.
      iii. AHS will charge a $25 administrative/processing fee to the municipality for each animal reclaimed by its owner in place of the standard fee. In these instances, AHS will charge the owner the additional reclaim fees.
      iv. AHS will charge a $40 DOA (administrative/processing/cremation) fee for disposal of any cadavers brought to and AHS facility by a representative of the municipality.
      v. **City of Cottage Grove** is responsible for fees if the owner does not reclaim by the last day of the stray hold.
   f. Adhere to AHS policy and best practice for unclaimed animals. **City of Cottage Grove** may request and view AHS policies at any time.
   g. Adhere to building access rules and ensure that the service access door is closed and locked after use in an after-hours drop off.
   h. Ensure that the municipality's CSO/ACO uses his/her discretion in the field as to whether or not to impound an animal. AHS is not responsible for those decisions.
   i. Be available to members of your community to resolve their concerns related to the actions of your ACO/CSO officers and your municipality's procedures, policies and requirements.

4. Administration

a. AHS will bill the municipality at the end of each quarter on a fiscal calendar year. Billing will be mailed in the first month following the end of the quarter. Payment is expected within 30 days of receipt of billing.
b. AHS will assign a contact person who should be contacted in the event of any problems, concerns or to receive feedback regarding the program.
c. Any billing disputes must be raised within 10 days of receipt of billing.
d. The AHS agrees to maintain all data received from **City of Cottage Grove** in the same manner as **City of Cottage Grove** as required under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.
e. Insurance Requirements.
    i. Liability. AHS agrees to maintain commercial general liability insurance in a minimum amount of $1,000,000 per occurrence; $2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. Upon request **City of Cottage Grove** shall be named as an additional insured.
    ii. Automobile Liability. If AHS operates a motor vehicle in performing the services under this agreement, AHS shall maintain commercial automobile liability insurance, including owned, hired, and non-owned automobiles, with a minimum liability limit of $1,000,000, combined single limit.
    iii. Workers' Compensation. AHS agrees to comply with all applicable workers' compensation laws in Minnesota.
    iv. Certificate of Insurance. The AHS shall deliver to **City of Cottage Grove** a Certificate of Insurance as evidence that the above coverages are in full force and effect.
f. Indemnification:
    i. AHS. To the fullest extent permitted by law, AHS agrees to defend and indemnify **City of Cottage Grove**, and its officers, employees, and volunteers, from and against all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from the performance of work under this agreement; but only to the extent caused in whole or in part by the negligent acts, errors or omissions of AHS, AHS's subcontractor(s), or anyone directly or indirectly employed or hired by AHS, or anyone for whose acts AHS may be liable. AHS agrees this indemnity obligation shall survive the completion or termination of this agreement.
    ii. **City of Cottage Grove**. To the fullest extent permitted by law, **City of Cottage Grove** agrees to defend and indemnify AHS, and its officers, employees, and volunteers, from and against all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from the performance of work under this agreement; but only to the extent caused in whole or in part by the negligent acts, errors or omissions of **City of Cottage Grove**, or anyone directly or indirectly employed or hired by **City of Cottage Grove**, or anyone for whose acts **City of Cottage Grove** may be liable. **City of Cottage Grove** agrees this

EXHIBIT B

animal humane society

Helpful Tips for Impound Animals

- **Building Access**
  - AHS provides 24/7 access to the incoming lobby for the drop-off of animals.
    - If issues arise accessing the building after-hours, the Shelter Operations Manager – Astrid Roed, can be contacted at 952-454-7710 (cell).
    - Keys have been provided as requested, for use on the exterior Incoming door.
    - During the following hours, staff are typically available to assist with the intake of an animal. Officers can check in with the staff in the lobby instead of using the cages.
      - Wednesday, Thursday, Friday, Saturday & Sunday: 8:00am to 4:00pm
      - Tuesday: 12:00pm to 8:00pm
- **AHS Shelter Operations Manager Information**
  - General inquiries, Case follow-up, and any questions regarding disposition or status of an animal can be directed to the Woodbury Shelter Operations Manager:

    Astrid Roed
    Email: aroed@animalhumanesociety.org
    Office: 651-788-4675
    Cell: 952-454-7710
- **Kennel Tips**
  - Ensure kennels latch completely when shutting.
  - For some dogs, a secondary clip is needed to best secure the dog. This clip is hanging on the kennel door for use.
- **Intake forms**
  - Please complete the Intake form with all the information available. Some key areas often missed, or left incomplete, are:
    - Owner
      - If owner is known, please include name and all contact information known. We need that for our records. We do reach out to all known owners.
      - Specifically needed are:
        - Full name of owner(s)
        - Phone number for owner
        - Key details we need to know before making calls like Owner arrested, admitted to hospital or deceased.
      - If for any reason you would like us NOT to reach out to an owner, please include that in the notes with as much detail as possible for the case, but still do provide the owner info.

- OWNER SURRENDERS:
    - See note under "Other Services Offered" section, for Owner Surrenders. Generally, these people should be referred to our Pet Helpline to make a surrender appointment, unless emergency dictates that officers accept the owner surrender.

- Animal:
    - Cats should arrive in a kennel, not a live trap, unless known to be friendly when checked.
    - Exact location of animal pick-up
        - This includes DOA animals.
        - If animal has bitten, is it known if vaccinations are up-to-date? Vaccine Records?
- Detailed, concise information for intake reason
    - Officer (last) Name and Badge #
    - In order to minimize calls to the submitting officer, please ensure as much detail as possible is recorded on the Impound form.
    - Humane Investigation (H.I.) cases:
        - What are officer expectations?
        - Who is our best contact?
        - If you want anything beyond impounding for a standard timeline **you must contact our Humane Investigations department. New inquiries at:**
            - https://ahs.i-sight.com/external/case/new
            - tel: 612-772-9999
- Length of Hold
    - We assume a 5-day stray hold for animals and 10-day holds for rabies quarantines. Please be clear with any other timelines.

- **Owner Fees:**
    - AHS will charge applicable fees to any owner reclaiming an animal brought in through impound, including room and board and vaccinations administered.

animal humane society

Additional AHS Services available to the community

As a shelter, AHS offers services available to community. Community members can contact the AHS Pet Helpline (952-435-7738) to inquire about scheduling and availability of services.

- Owner Surrender, End-of-Life and cremation services are available to owned animals by appointment. Appointments are scheduled in advance. Wait time for appointments will vary, and emergency availability cannot be guaranteed. We will accept strays from the public from any community.
- AHS offers Trap-Neuter-Release services to the public for feral cats at no cost. Community members working with a unowned cats are eligible.
    - If caretakers claim ownership for the cats, they should be referred to our Vet Center
- Pet Food Assistance – AHS often has donated food available to help community members experiencing hardship who would benefit from short-term support with food or litter.
- Low-Cost Veterinary care - we offer low-cost, full-service, outpatient veterinary care for a means tested clientele
- We offer many other services like training and humane education. These can all be found at our website: https://animalhumanesociety.org

City Council Action Request

7H

Meeting Date	2/15/2023
Department	Public Safety
Agenda Category	Consent Agenda
Title	Support of House File 1234 PTSD Legislation
Staff Recommendation	Adopt Resolution 2023-025, supporting statewide policies and resources for public safety mental and physical injury education, prevention, and treatment.
Budget Implication	N/A
Attachments	Memo to Council PTSD Support Resolution 02082023.TIF 1.64MB Resolution 2023-025.TIF 1.17MB

Cottage Grove
Where Pride and Prosperity Meet

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

From: Peter Koerner, Director of Public Safety
Michael McCormick, Sergeant PS Mental Health Group

Date: February 8, 2023

Subject: **RESOLUTION 2023-025 – SUPPORT OF PTSD LEGISLATION**

INTRODUCTION

One of Cottage Grove Public Safety's priorities for 2023 is creating a robust public safety mental health group (PSMHG). We know that due to the nature of our job duties, public safety employees are exposed to traumas that can create opportunities for mental injuries. The League of Minnesota Cities has now provided a toolbox for creating a team and putting a plan into action. We know that organizational wellness is not a program; it is a philosophy. Cottage Grove Public Safety has embraced this philosophy and is already doing many of the recommendations, **but we can do better.**

- Physical – We have worked on providing a work schedule that provides coverage and service to the community yet allows for time off and adequate sleep between shifts. With two fitness rooms in Public Safety, we encourage physical fitness. We participate in the City's Wellness Committee that encourages healthy eating, etc.
- Emotional – Police budgeted for yearly mental health check-ins and are working with a second provider to give officers additional choices. We will be expanding check-ins to Fire/EMS soon. We have looked at peer support program for officers in field training and there are opportunities to expand and train with a peer support group. We are active with Critical Stress Debriefs and utilize when appropriate.
- Social – Public Safety encourages officers to participate in civic organizations, coaching opportunities, and other hobbies outside of work. The city now has incentives for volunteering.
- Inner Self – We participate in wellness activities that include yoga. The wellness group will come up with addition activities.
- Financial – The City provides numerous financial wellness advice education through webinars, workshops, and department trainings throughout the year.

Our team has been developed, the policy has been adopted, and their first action is developing the mission. They are in the planning stages and are ready to put the plan in action. Members

are scheduled for an upcoming peer support team training. Once established, the group will expand to include fire/EMS. This is only one part of the solution to address post-traumatic stress disorder in public safety.

SUPPORT HOUSE FILE 1234

At times of crisis, residents of our state turn to first responders for help. Police officers and firefighters are called upon to respond to traumatic events and scenes that are unimaginable to most of us, from car crashes to violent crimes. Law enforcement officer claims of post-traumatic stress disorder, or PTSD, have risen drastically in recent years. PTSD has prompted many first responders to leave the profession, resulting in staff shortages in cities and counties across the state. The question is, how can we best help those who contribute so much to our safety and wellbeing?

By supporting the passing of HF 1234, it would implement measures aimed at prevention, treatment, and financial support for those either at risk or currently suffering from PTSD. We can support this by encouraging law enforcement officers and firefighters to seek treatment for PTSD before opting to file for a permanent duty disability. Successful treatment can result in a continuation of a promising career. Additionally, HF 1234 would create and provide training options that prepare first responders for the stressful and traumatic events that are common to emergency responses and teach methods to process and cope with the stress and trauma inherent to public safety jobs.

HF 1234 would incentivize public employers to implement mental injury preventive measures. It would also require new pre-service training aimed at mental injury awareness and prevention. The bill would allow injured employees to stay on payroll for up to six months while completing treatment for a mental injury and would reimburse employers for the cost of keeping injured employees financially whole. Lastly, the bill would require treatment before the employee could become eligible for permanent duty disability benefits.

Passage of this type of HF 1234 is one step toward improving PTSD prevention and treatment options for police officers and firefighters who protect and serve their neighbors.

RECOMMENDATION

Adopt Resolution 2023-025, supporting statewide policies and resources for public safety mental and physical injury education, prevention, and treatment.

Attachment: Resolution 2023-025

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2023-025

A RESOLUTION SUPPORTING STATEWIDE POLICIES AND RESOURCES FOR PUBLIC SAFETY MENTAL AND PHYSICAL INJURY EDUCATION, PREVENTION, AND TREATMENT

WHEREAS, the City of Cottage Grove recognizes the inherent dangers faced by peace officers and firefighters in the line of duty; and

WHEREAS, the duties performed by public safety employees sometimes lead to physical and mental injuries; and

WHEREAS, the number of public safety employees seeking duty disability determinations through the Public Employees Retirement Association (PERA) and making workers' compensation claims for line-of-duty injuries is accelerating at an unsustainable rate; and,

WHEREAS, every injury that leads to a PERA duty disability retirement and/or workers' compensation claim impacts the employee, the employee's family and the employee's organization; and,

WHEREAS**,** the current system for processing and addressing duty disability benefits can be incompatible with the goal of restoring good health and returning employees to work; and,

WHEREAS, the fiscal impact of the increasing number of claims is unsustainable for employers and, ultimately, taxpayers; and,

WHEREAS, public safety agencies, particularly those that are small and already experiencing recruitment and retention challenges, will not remain viable if they continue to sustain significant personnel losses; and,

WHEREAS, cities across Minnesota have invested resources into mental and physical injury education, prevention and treatment; and

WHEREAS, experts, including those experienced with treating combat veterans, report that with successful treatment, many injured public safety employees can achieve optimal outcomes of restoring good health for themselves and their families and returning to work; and,

WHEREAS, cities cannot solve this challenge on their own and need the a state to help address the policy and financial issues related to public safety duty disability trends.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, that the City of Cottage Grove supports:

- Full state funding for the Public Safety Officer Benefit Account that reimburses employers for providing continued health insurance to police officers and firefighters injured in the line of duty and dependents of those killed (Minn. Stat. § 299A.465);
- Funding to reimburse local governments for providing paid time off to public safety employees who experience work-related trauma and/or are seeking treatment for a mental injury;
- Funding for initiatives and programs that provide peer support, emotional trauma training, early intervention and mental health treatment;
- Requiring public safety college programs to include mental health and specifically PTSD education as part of their curriculum, focusing on prevention;
- Funding for emotional trauma training for pre-service and in-service public safety officers; and
- Advancing wellness for public safety employees.

Passed this 15th day of February, 2023.

_____
Myron Bailey, Mayor

Attest:

_____
Tamara Anderson, City Clerk

City Council Action Request

71

Meeting Date	2/15/2023
Department	Public Works
Agenda Category	Consent Agenda
Title	RAISE Grant Application for County 19A/100th Street Project
Staff Recommendation	Adopt Resolution 2023-023 supporting the City's RAISE grant application for the Country 19A/100th Street Realignment Project.
Budget Implication	$3,550,000 in City responsibility from various funds.
Attachments	Memo Raise Grant Application.tif 953.4KB Raise Grant Resolution.tif 1.84MB

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

From: Ryan Burfeind, Public Works Director

Date: February 8, 2023

Re: County 19A/100th Street Realignment – RAISE Grant Application

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Background

In 2019, Washington County began a planning study related to a future arterial roadway to be developed in the southwestern area of the County, within the City of Cottage Grove. The primary driver of this study was to address the lack of arterial roadways in this area of the County. The County worked with several partners on this project including Cottage Grove, St. Paul Park, Grey Cloud Island Township, and the South Washington Watershed District. In April of 2021, the final study was approved by the City Council.

Since that time, this southern area of Cottage Grove has seen a rapid acceleration of both industrial and residential development. Due to this, the City and County are working to implement the first phase of the Southwest Arterial Study. This will involve the realignment of County 19A and 100th Street to provide a direct connection from Highway 61 into the Business Park. This project would also include the construction of a bridge over the CP Railroad, which is critical to allow for unhindered access for logistics and distribution businesses.

Discussion

While preliminary design work has been started by the County; final design, right-of-way acquisition, and construction costs are not funded at this point. The City and County are working to obtain funding through multiple sources including State and Federal grants, State Bonding, and the State General Fund. Along those lines, Cottage Grove is leading the effort to submit a Federal RAISE grant, which stands for Rebuilding American Infrastructure with Sustainability and Equity. This is a very comprehensive and competitive grant, which is due February 28, 2023.

As part of the application, a resolution from the City Council is required. A very detailed cost estimate is also needed as part of the grant process. Based on the preferred design alternative that has been selected, the total project cost shown in the grant is $32.1 million. The City will be requesting the maximum grant award amount of $25,000,000. The City and Washington County will fund the remaining $7,100,000, which will satisfy the 20% local match requirement of $6,250,000. It is anticipated there would be a roughly 50/50 split of these funds based on the County cost share policy.

Recommendation

It is recommended that the City Council adopt Resolution 2023-023 supporting the City's RAISE grant application for the County 19A/100th Street Realignment Project.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2023-023

A RESOLUTION AUTHORIZING THE CITY TO APPLY FOR THE RESTORING AMERICAN INFRASTRUCTURE THROUGH SUSTAINABILITY AND EQUITY ("RAISE") GRANT

Whereas, the City of Cottage Grove is seeing incredible growth and modernization; and

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

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

Whereas, the Study recommended the solution to the increased congestion and safety concerns is the construction of a new arterial roadway that would also require the realignment of the existing 100th Street and County Road 19A, the intersection reconstruction of County Road 19A and Trunk Highway 61 and the construction of a railroad bridge to provide a grade-separated crossing over Canadian Pacific's rail line (hereinafter referred to as the "Southwest Arterial Project"); and

Whereas, the Southwest Arterial Project will serve as the main transportation route to Trunk Highway 61 from this growing area of the community, will greatly reduce congestion, increase capacity, and relieve stress at the Jamaica Avenue and Highway 61 interchange and also provide a much-needed additional access point to the City's Industrial Park; and

Whereas, there has been unprecedented new growth in the City's Industrial Park in 2021 and 2022, including the new NorthPoint Development, which broke ground in the Spring of 2022 on a 3.4 million square foot industrial park that will bring 1,800 jobs to the community, Renewal by Anderson which is in construction of a 330,000 square foot expansion, which will add additional jobs to its existing workforce, and two additional distribution center projects totaling 366,000 square feet.

Whereas, the residential development in this same area is also seeing the extraordinary growth of several potential development projects by 2025 that will total nearly 1,000 additional residential units and include a variety of housing stock and affordability tiers with single-family lots, smaller lots for active adults, townhomes and apartments; and

Whereas, the Southwest Arterial Project is both locally and regionally significant as it is directly improving the access to the main thoroughfare of Trunk Highway 61 that connects the City of Cottage Grove northerly to the Twin Cities Metro Area as well as to the southern regions of the State; and

Whereas, this critical corridor is essential to the mobility of the City's workforce and the logistics and supply chain industries; and

Whereas, the targeted location of the Southwest Arterial Project and improvements that will be realized from the Southwest Arterial Project by reducing traffic congestion and increasing safety, will have a substantial and immediate profound impact by providing efficiencies in mobility, accessibility and connectivity to travelers, residents, workforce and industries; and

Whereas, the Southwest Arterial Project is an innovative project in collaboration with other governmental agencies who all seek to increase workforce development opportunities, create community connectivity, and remove barriers to opportunity; and

Whereas, there are significant funding obstacles to design, construct and realize the Southwest Arterial Project, which has an estimated total project cost of $32,100,000; and

Whereas, based on the estimated total project cost and the maximum $25,000,000 grant award, the City is committed to financing the $7,100,000 funding gap, which will satisfy the 20% match requirement of $6,250,000; and

Whereas, the RAISE Grant, which seeks to provide funding for projects of universal design and accessibility for travelers, increase mobility, and remove barriers to opportunity and workforce development is a perfect match for the Southwest Arterial Project's purposes and goals by meeting the transportation needs of the new residential growth and the growth and expansion of the City's industrial mobility-related businesses that will have both a local and regional impact; and

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, that the City is hereby authorized to apply for and execute the necessary documents for the RAISE Grant application to request funding for the Southwest Arterial Project; and

Be it further resolved that if so awarded, the City will honor the local contribution requirements to meet the full funding needs for the Southwest Arterial Project, and the City will honor the program requirements of meeting a funding agreement by September 30, 2027 and full expenditure of funds by September 30, 2032.

Passed this 15th day of February 2023.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

City Council Action Request

7J

Meeting Date	2/15/2023
Department	Public Works
Agenda Category	Consent Agenda
Title	Low Zone Water Main Project Phase 1 & 2 - Change Order # 1
Staff Recommendation	Approve Change Order #1 for the Low Zone Raw Water Main Project Phase 1 & 2 for a deduction in the contract amount of $ 1,834.94.
Budget Implication	None
Attachments	Low Zone Change Order #1.tif 686.81KB Change Order # 1 Low Zone.tif 882.21KB

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

From: Ryan Burfeind, P.E., Public Works Director

Date: February 6, 2023

Re: Low Zone Raw Water Main Project Phase 1 & 2 - Change Order #1

Background

The Low Zone Raw Water Main Project, Phases 1 and 2 is being funded through the 3M Settlement Agreement. The City has entered into grant agreements with the Minnesota Pollution Control Agency (MPCA) to fund this project. Bids for this project were received on March 24, 2022. The project was awarded to McNamara Contracting Inc. on April 1, 2022 in the contract amount of $2,824,587.

Discussion

During construction, there were several items that were reduced in scope, and handful of items that needed to be added. This Change Order accounts for two items that were not completed and/or installed as part of this project, resulting in a deduction to the project in the amount of ($88,505). This Change Order also addresses items that were not originally bid as part of this project and resulted in an addition to the project in the amount of $86,670, such as rock excavation, a temporary water service to Airgas, and additional mobilization. The total Change Order will result in a deduction to the project in the amount of ($1,834.94), resulting in a total revised contract amount of $2,822,752.

In addition to the items detailed in Change Order #1, it is anticipated that a handful of other items will under-run the bid quantity. These items should total approximately $10,000.00 in additional savings below the revised contract amount of $2,822,752.

Recommendation

It is recommended that the City Council approve Change Order #1 for the Low Zone Raw Water Main Project Phase 1 & 2 for a deduction in the amount of $1,834.94.

Stantec

Owner: City of Cottage Grove, 12800 Ravine Pkwy., Cottage Grove, MN 55016	Date: Jan. 25, 2023
Contractor: McNamara Contracting, Inc., 16700 Chippendale Avenue, Rosemount, MN 55068	
Bond Co: Atlantic Specialty Insurance Company, 605 Highway 169 North - Suite 800, Plymouth, MN 55441	Bond No: 800125764

CHANGE ORDER NO. 1

LOW ZONE RAW WATER MAIN EXTENSION IMPROVEMENTS PHASE 1 & 2

STANTEC PROJECT NO. 193805466

Description of Work

This Change Order provides for material adjustments to the project for specific items not used (deduct) and also those items not originally bid as part of this project (addition).

No.	Original Bid Ref. No.	Item	Unit	Contract Quantity	Unit Price	Total Amount
		CHANGE ORDER NO. 1				
1	17	REMOVE & SALVAGE FENCE - CHAINLINK	LF	(3100.0)	$8.15	($25,265.00)
2	18	REINSTALL INSTALL FENCE - CHAINLINK	LF	(3100.0)	$20.40	($63,240.00)
3	add	ROCK EXCAVATION	LS	1.0	$40,013.02	$40,013.02
4	add	TEMPORARY WATER TO AIRGAS	LS	1.0	$20,591.29	$20,591.29
5	add	MOVE PIPE OUT OF WAY FOR R.L. LARSON WORK	LS	1.0	$1,513.38	$1,513.38
6	add	DE-MOB AND RE-MOB DUE TO R.L.LARSON WORK	LS	1.0	$17,000.00	$17,000.00
7	add	WINTER CONDITIONS FOR CONCRETE	LS	1.0	$6,552.37	$6,552.37
8	add	ADDITIONAL COVER OVER WATER MAIN	LS	1.0	$1,000.00	$1,000.00
		TOTAL CHANGE ORDER NO. 1:				**($1,834.94)**

Original Contract Amount	$2,824,586.55
Previous Change Orders	$0.00
This Change Order	($1,834.94)
Revised Contract Amount (including this change order)	$2,822,751.61

CHANGE IN CONTRACT TIMES

Original Contract Times:
Substantial Completion (days or date):
Ready for final Payment (days or date):

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: 2023.01.26 09:24:14 -06'00'

Date:

Approved by Contractor:
McNamara Contracting, Inc.

Mark Fischer

1/26/23
Date

Approved by Owner:
CITY OF COTTAGE GROVE

Date

cc: Owner
Contractor
Bonding Company
Stantec

City Council Action Request

7K

Meeting Date	2/15/2023
Department	Public Works
Agenda Category	Consent Agenda
Title	Ideal Avenue and 60th Street Stop Sign
Staff Recommendation	Adopt Resolution 2023-022 authorizing the installation of a stop sign on Tower Drive/Ideal Avenue at its intersection with 60th Street South.
Budget Implication	N/A
Attachments	Ideal & 60th Stop Sign CC Memo.tif 1.04MB Ideal & 60th Stop Sign Resolution.tif 446.36KB

Cottage Grove
Where Pride and Prosperity Meet

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

From: Jared Juth, Graduate Engineer

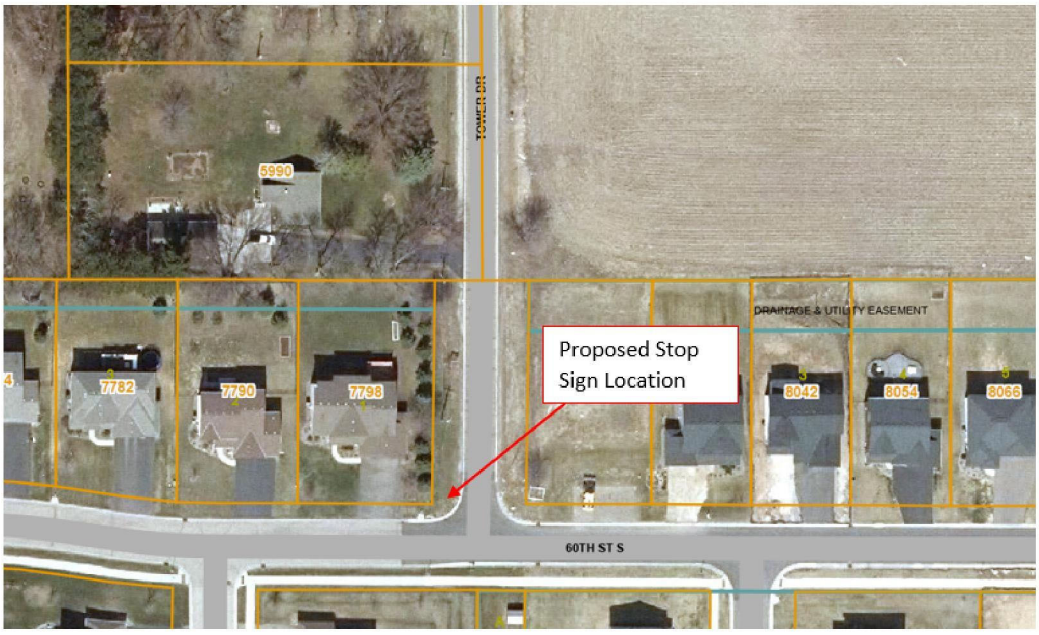
Date: January 26, 2023

Re: Ideal Avenue and 60th Street Stop Sign Authorization

Background/Discussion

60th Street South, west of Tower Drive, was constructed in 2011 as a part of the Pinecliff 4th Addition. Also at this time, the portion of Tower Drive within Cottage Grove city limits was re-named to Ideal Avenue to match the City's street naming practices. In 2017, the Calarosa development constructed 60th Street to the east of Tower Drive/Ideal Avenue, creating a three-legged intersection. This intersection does not have any traffic control. Due to increased traffic and sight line impediments, staff is recommending a stop sign be installed on Tower Drive/Ideal Avenue at its intersection with 60th Street.

According to the Minnesota Manual on Uniform Traffic Control Devices, an intersection that has sight line limitations, as well as ambiguous right-of-way for approaching vehicles, should be controlled by a stop or yield sign. The intersection of Tower Drive/Ideal Avenue and 60th Street has notable sight line issues both for vehicles approaching from the north and the west due to existing homes and trees. Moreover, the right-of-way to enter the intersection is not immediately obvious, and many vehicles traveling east-west on 60th Street will not yield to traffic coming from the north. As such, staff has determined installing a stop sign at the Tower Drive/Ideal Avenue leg of the intersection is the preferred traffic safety practice. Pictured below is the location of the proposed stop sign.



Recommendation

It is recommended the City Council adopt the resolution authorizing the installation of a stop sign on Tower Drive/Ideal Avenue at its intersection with 60th Street South.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2023-022

RESOLUTION AUTHORIZING THE INSTALLATION OF A STOP SIGN ON IDEAL AVENUE SOUTH AT ITS INTERSECTION WITH 60TH STREET SOUTH

WHEREAS, an engineering study was completed at the intersection of Ideal Avenue South and 60th Street South; and

WHEREAS, staff determined that sight lines are impeded for vehicles approaching the intersection; and

WHEREAS, staff determined that the right-of-way for vehicles entering the intersection is not immediately obvious; and

WHEREAS, it is the recommendation of the City Engineer that a stop sign be placed on Ideal Avenue South at its intersection with 60th Street South.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, that staff is authorized to install a stop sign on Ideal Avenue South at its intersection with 60th Street South.

Passed this 15th day of February 2023.

_____
Myron Bailey, Mayor

Attest:

_____
Tamara Anderson, City Clerk

City Council Action Request

7L

Meeting Date	2/15/2023
Department	Public Works
Agenda Category	Consent Agenda
Title	Regional Pond L-P3 Land Purchase
Staff Recommendation	Approve the purchase agreement with WAG Farms, Inc. for 6.6 acres of land at a total cost of $258,746.00 for expansion of the regional pond L-P3.
Budget Implication	$258,746.00 - Stormwater Area Fund
Attachments	Memo L-P3.tif 1.23MB L-P3 Purchase Agreement.tif 15.5MB

Cottage Grove
Where Pride and Prosperity Meet

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

From: Ryan Burfeind, P.E., Public Works Director

Date: February 8, 2023

Re: Regional Pond L-P3 Land Purchase

Background

Included in the City's stormwater management system is an existing regional pond, which is called L-P3, which stands for Langdon Pond #3. This pond is located east of the compost site, north of 100th Street, and is highlighted in blue in the figure below. L-P3 receives runoff from nearly all land in Cottage Grove west of Keats Avenue, and north of 100th Street. Water exits the pond under 100th Street, and then flows through a DNR public stream down to the Mississippi River.



As part of the City's Surface Water Management Plan (SWMP), expansion of this pond is planned to provide additional stormwater runoff control and flood storage. The SWMP includes costs for the purchase of land to allow for this expansion, which is funded by Stormwater Area Charges that are collected through development projects.

Discussion

The EDA is currently working with Ryan Companies on the potential purchase and development of property in the northeast corner of 100th Street & Jamaica Avenue, which is highlighted in yellow in the figure above. This property requires a large amount of fill to develop. Given the close proximity of the development property to L-P3, and the large amount of sandy fill that needs to be removed to expand the pond, there would be great cost efficiency if both parties work together on this expansion. Following the SWMP, the City is proposing to purchase 6.6 acres of land from WAG Farms at a total cost of $258,746, this area is highlighted in red in the figure above. This cost is in line with what was planned in the SWMP. The funding for this purchased is legally required to be used for improvements included in the SWMP and are not able to be used for other purposes.

Once the land is purchased, Ryan Companies would utilize off-road equipment to remove material from the pond expansion area and use it to create the building pad on their development site. The City would realize a significant costs savings by not having to pay to haul the material away, and Ryan Companies would see reduced costs compared to hauling in fill material from off-site. Purchase of this land is tied to Ryan Companies moving ahead with their project.

Recommendation

It is recommended that the City Council approve the Purchase Agreement with Wag Farms, Inc. for 6.6 acres of land at a total cost of $258,746, for expansion of regional pond L-P3.

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") is made and entered into as of _____, 2023 ("Effective Date"), by and between Glendenning Farms, L.P., a Minnesota limited partnership, Joan Glendenning Kennedy Family Limited Partnership, a Minnesota limited partnership, and WAG Farms, Inc., a Minnesota corporation (individually and collectively "Seller"), and the City of Cottage Grove, a Minnesota municipal corporation ("City").

RECITALS

A. Seller is the fee owner of approximately 6.6 acres of unimproved real property, located in the City of Cottage Grove, Minnesota, depicted and legally described on Exhibit A (the "Property"), attached hereto and incorporated herein by reference.

B. City desires to purchase the Property from Seller, and Seller desires to sell the same to City, all on the terms and conditions of this Agreement.

NOW, THEREFORE, Seller and City agree as follows:

1. **Sale**.

1.1. **Sale**. Subject to the terms and provisions of this Agreement, Seller shall sell to City, and City shall purchase from Seller, the Property.

1.2. **Purchase Price**. The purchase price to be paid by the City to WAG for the Property shall be Zero Dollars and 90/100 ($0.90) multiplied by approximately 287,496 square feet, as determined by the Survey (the "Purchase Price"). There shall be no setoff to the Purchase Price for a loss of square footage of the Property caused by wetland dedication, easement or roadway dedication or the like which may cause a portion of the Property to become unusable for the Proposed Use as herein defined. The Purchase Price of Two Hundred Fifty-Eight Thousand, Seven Hundred Forty-Six and No/100 Dollars ($258,746.00) shall be paid on the Closing Date (as defined in Section 6), subject to those adjustments, prorations and credits described in this Agreement, in certified funds or by wire transfer pursuant to instructions from WAG or Title. The Closing will occur at DCA Title, 7373 147th Street West, Apple Valley, MN 55124 ("Title"), unless otherwise agreed to by the parties.

2. **Available Surveys, Tests, and Reports.** Within five (5) days of the Effective Date, Seller shall cause to be delivered to City to the extent same are in the possession and control of Seller: (a) copies of any surveys, soil tests and environmental reports previously conducted on the Property; (b) copies of leases associated with the Property, (c) copies of existing title work for the Property (the "Due Diligence Materials"). Seller makes no representations or warranties regarding the accuracy or completeness of the Due Diligence Materials. City acknowledges that the sale of the Property is "AS-IS", "WHERE IS," and "WITH ALL FAULTS", and that it is the obligation of City to conduct and complete its due diligence

and investigations relating to the Property.

3. **City's Investigations.** For a period up to the Contingency Date, Seller shall allow City and City's agents access to the Property without charge and at all times for the purpose of City's investigation and testing of the Property, including surveying and testing of soil and groundwater ("City's Investigations"); provided, however, City shall not perform any invasive testing unless (a) Seller gives its prior approval of City's consultant that will perform the testing, which approval shall not be unreasonably withheld, conditioned or delayed, and (b) City gives Seller reasonable prior notice of such testing. City shall pay all costs and expenses of the City's Investigations and shall indemnify and hold Seller and the Property harmless from all costs and liabilities, including but not limited to mechanics' liens, relating to activities on the Property related to City's Investigations, however, City shall not be responsible for liens, liability, loss, expense or costs arising out of the discovery or presence of Hazardous Substances (as such term is defined in Section 9.1.8) on the Property or otherwise arising out of Seller's noncompliance with any Environmental Law (as such term is defined in Section 9.1.8) or other law or regulation. Seller shall have the right to accompany City during any of City's Investigations of the Property. If requested by Seller, City shall provide to Seller copies of all third-party, non-confidential written test results and reports conducted as part of City's Investigations. City shall pay all of the costs and expenses associated with City's Investigations, to cause to be released any lien on the Property arising as a result of City's Investigations and to repair and restore, at City's expense, any damage to the Property caused by City's Investigations. The indemnification obligations set forth herein shall survive termination or cancellation of this Agreement.

4. **Insurance; Risk of Loss.** Seller assumes all risk of destruction, loss, or damage to the Property prior to the Closing Date. If, prior to the Closing Date, all or any portion of the Property or access thereto is condemned, taken by eminent domain, or damaged by cause of any nature, or the Property is rendered untenantable, Seller shall immediately give City notice of such condemnation, taking, or damage. After receipt of notice of such condemnation, taking or damage (from Seller or otherwise), City shall have the option (to be exercised within thirty (30) days after Seller's written notice) either (a) to require Seller to (i) convey the Property at Closing (as defined in Section 6) to City in its damaged condition, upon and subject to all of the other terms and conditions of this Agreement without reduction of the Purchase Price, (ii) assign to City at Closing all of Seller's right, title and interest in and to any claims Seller may have to insurance proceeds, condemnation awards and/or any causes of action with respect to such condemnation or taking of or damage to the Property or access thereto, and (iii) pay to City at Closing by certified or official bank check all payments made prior to the Closing Date under such insurance policies or by such condemning authorities, or (b) to terminate this Agreement by giving notice of such termination to Seller, whereupon this Agreement shall be terminated, any amount previously paid by City to Seller shall be refunded to City and thereafter neither party shall have any further obligations or liabilities to the other. If the right to terminate this Agreement is not exercised within such thirty (30) day period, such right shall be deemed to have been waived. Seller shall not designate counsel, appear in, or otherwise act with respect to the condemnation proceedings without City's prior written consent, which consent shall not be unreasonably withheld.

5. **Contingencies**.

5.1. **City's Contingencies**.

5.1.1. Unless waived by City in writing, City's obligation to proceed to Closing shall be subject to (a) performance by Seller of its obligations hereunder, (b) the continued accuracy of Seller's representations and warranties provided in Section 9.1, and (c) City's satisfaction, in City's sole discretion, as to the contingencies described in this Section 5.1:

5.1.1.1. On or before the Contingency Date, City shall have determined, in its sole discretion, that it is satisfied with (a) the results of and matters disclosed by City's Investigations, physical inspection, surveys, soil tests, engineering inspections, hazardous substance and environmental reviews of the Property, and all other inspections and due diligence regarding the Property, including any association rules or regulations applicable to any of the Property or any Due Diligence Materials. If City has not terminated this Agreement on or before the Contingency Date, the contingency set forth in this paragraph shall be deemed waived.

5.1.1.2. On or before the Contingency Date, City shall have received from Title an irrevocable commitment to issue a title insurance policy for the Property in a form and substance satisfactory to City in City's sole discretion, not disclosing any encumbrance not acceptable to City in City's sole discretion. If City has not terminated this Agreement on or before the Contingency Date, the contingency set forth in this paragraph shall be deemed waived.

5.1.1.3. On or before the Contingency Date, City may obtain, at its own expense, a Survey for the Property certified to City and Title.

5.1.1.4. On or before the Closing Date, Seller shall have obtained releases of the Property from any and all mortgages or other monetary liens affecting any of the Property.

5.1.1.5. On or before the Closing Date, Seller shall have obtained all valid, necessary and sufficient waivers, assignments, subordinations, non-disturbance, attornments, approvals, authorizations, estoppel certificates and consents of each and every party whose waiver, subordination, non-disturbance, attornment, approval, authorization, estoppel certificate or consent shall be required to transfer the Property and consummate the transactions contemplated by this Agreement.

5.1.1.6. On or before the Closing Date, Seller shall execute an assignment and assumption of surviving contracts, permits and licenses, warranties, and intangible property conveying to City with warranties the surviving contracts, permits and licenses, warranties and intangible property, free and clear of all encumbrances, together with the consent of all parties having the right to consent to such assignment, if necessary.

5.1.1.7. On or before the Closing Date, Seller shall execute a Bring-Down Certificate certifying that all of the warranties and representations made by Seller in this Agreement remain true as of the date of closing.

5.1.1.8. On or before the Closing Date, the termination or elimination of any and all option to purchase rights, Rights of First Refusal, or Rights of First Offer related to the Property to the satisfaction of the City.

5.1.1.9. On or before the Closing Date, Seller has executed an access easement to the City for access to the Property.

5.1.1.10. On or before Closing Date, Ryan Companies US, Inc. ("Ryan Companies") has closed on property to be platted as Lot 2, Block 2, Lake Flora Second Addition, contemplated in that certain Purchase Agreement dated February 17, 2022, by and between the Cottage Grove Economic Development Authority and Ryan Companies, as amended by that certain First Amendment to Purchase Agreement dated August 25, 2022, and as further amended by that certain Second Amendment to Purchase Agreement dated _____.

5.1.1.11. On or before Closing Date, WAG will execute a Temporary Easement to the City for access from the Property to Lot 1, Block 2 and Lot 2 Block 2, Lake Flora Second Addition.

5.1.1.12. On or before Closing Date, City, at the expense of the City, shall have received final approval to record a plat creating the Property as a separate tax lot (the "Plat").

The foregoing contingencies are for City's sole and exclusive benefit and one (1) or more may be waived in writing by City in its sole discretion, or by the passage of time as set forth hereinabove. Seller shall reasonably cooperate with City's efforts to satisfy such contingencies, at no out of pocket cost to Seller or assumption of any obligation or liability by City. City shall bear all cost and expense of satisfying City's contingencies. If any of the foregoing contingencies have not been satisfied on or before the applicable date, then this Agreement may be terminated,

at City's option, by written notice from City to Seller. If City terminates this Agreement as a result of a failure of a City contingency prior to the applicable date, neither Seller nor the City shall be liable to the other for any further obligations under this Agreement (except for such obligations as survive termination of this Agreement). Such written notice must be given on or before the applicable date set forth herein above for such contingency, or City's right to terminate this Agreement pursuant to such contingency shall be waived. Upon termination, neither party shall have any further rights or obligations against the other regarding this Agreement or the Property, except for such obligations that survive termination of this Agreement.

5.1.2. If City elects not to exercise any of the contingencies set out herein, such election may not be construed as limiting any representations or obligations of Seller set out in this Agreement. Further, City shall not be deemed to have waived any of the foregoing contingencies on account of its execution of this Agreement.

5.1.3. As used in this Agreement, the "Contingency Date" shall mean the first (1st) business day occurring forty-five (45) days following the Effective Date.

5.2. **Seller's Contingencies**. Seller's obligation to proceed to Closing shall be subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions:

5.2.1. City shall have performed and satisfied all agreements, covenants and conditions required pursuant to this Agreement to be performed and satisfied by or prior to the Closing Date.

5.2.2. All representations and warranties of City contained in this Agreement shall be accurate as of the Closing Date.

5.2.3. There shall be no uncured default by City of any of its obligations under this Agreement as of the Closing Date, not otherwise waived by Seller.

If any contingency contained in this Section 5.2 has not been satisfied on or before the date described herein, and if no date is specified, then the Closing Date, then this Agreement may be terminated by written notice from Seller to City. If termination occurs all documents deposited by City shall be immediately returned to City, and all documents deposited by Seller shall be immediately returned to Seller and neither party will have any further rights or obligations with respect to this Agreement or the Property, except for such obligations that survive termination of this Agreement. All the contingencies in this Section 5.2 are specifically for the benefit of Seller, and Seller shall have the right to waive any contingency in this Section 5.2 by written notice to City.

6. **Closing**. The Closing of the purchase and sale contemplated by this Agreement ("Closing") shall occur on or before September 5, 2023 ("Closing Date"). Seller agrees to

deliver legal and actual possession of the Property to City on the Closing Date.

6.1. **Seller's Closing Documents and Deliveries**. On the Closing Date, Seller shall execute and/or deliver, as applicable, to City the following:

6.1.1. **Deed**. A warranty deed, with state deed tax paid, conveying title to the Property to City, free and clear of all encumbrances, except the Permitted Encumbrances (the "Deed").

6.1.2. **Assignment and Assumption of Contracts, Permits and Licenses**. Seller shall execute an assignment and assumption of surviving contracts, permits and licenses, warranties, and intangible property conveying to City with warranties the surviving contracts, permits and licenses, warranties and intangible property, free and clear of all encumbrances, together with the consent of all parties having the right to consent to such assignment, if necessary.

6.1.3. **FIRPTA Affidavit**. An affidavit of Seller certifying that Seller is not a "foreign person", "foreign partnership", foreign trust", "foreign estate" or "disregarded entity" as those terms are defined in Section 1445 of the Internal Revenue Code of 1986, as amended.

6.1.4. **Seller's Affidavit**. A standard owner's affidavit (ALTA form) from Seller which may be reasonably required by Title to issue an owner's policy of title insurance with respect to the Property with the so-called "standard exceptions" deleted.

6.1.5. **Bring-Down Certificate**. A certificate dated as of the Closing Date, signed by an authorized officer of Seller, certifying that the representations and warranties of Seller contained in this Agreement are true as of the Closing Date ("Bring-Down Certificate").

6.1.6. **Settlement Statement**. A settlement statement with respect to this transaction.

6.1.7. **General Deliveries**. All other documents reasonably determined by Title to be necessary to transfer the Property to City and to evidence that Seller (a) has satisfied all indebtedness with respect thereto, (b) has obtained such termination statements or releases from such secured creditors as may be necessary to ensure that the Property is subject to no liens or encumbrances, (c) has obtained all consents from third parties necessary to effect the terms of this Agreement, including, without limitation, the consents of all parties holding an interest in the Property, (d) has provided such other documents as are reasonably determined by Title to be necessary to issue policies of title insurance to City with respect to the Property with the so-called "standard exceptions" deleted, and (e) has duly authorized the transactions

contemplated hereby.

6.2. **City Closing Documents and Deliveries**. On the Closing Date, City shall execute and/or deliver, as applicable, to Seller the following:

6.2.1. **Payment of Purchase Price**. The Purchase Price, in accordance with the terms of Section 1.2.

6.2.2. **FIRPTA Affidavit**. An affidavit of City certifying that City is not a "foreign person", "foreign partnership", foreign trust", "foreign estate" nor a "disregarded entity" as those terms are defined in Section 1445 of the Internal Revenue Code of 1986, as amended.

6.2.3. **City's Affidavit**. A standard owner's affidavit (ALTA form) from City which may be reasonably required by Title to issue an owner's policy of title insurance with respect to the Property with the so-called "standard exceptions" deleted.

6.2.4. **Bring-Down Certificate**. A certificate dated as of the Closing Date, signed by an authorized officer of City, certifying that the representations and warranties of City contained in this Agreement are true as of the Closing Date.

6.2.5. **Settlement Statement**. A settlement statement with respect to this transaction.

6.2.6. **General Deliveries**. All other documents reasonably determined by Title to be necessary to evidence that City has duly authorized the transactions contemplated hereby and evidence the authority of City to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by City pursuant to this Agreement, or may be required of City under applicable law, including any purchaser's affidavits or revenue or tax certificates or statements.

7. **Prorations**. Seller and City agree to the following prorations and allocation of costs regarding this Agreement:

7.1. **Title Evidence, Survey and Closing Fee**. Seller will pay all costs of the Commitment with respect to the Property. City will pay all costs of the Survey, if any, and all premiums for any title insurance policy it desires with respect to the Property. City and Seller shall each pay one half (1/2) of any reasonable closing fee or charge imposed by Title.

7.2. **Transfer Taxes.** Seller shall pay all state deed tax and conservation fee regarding the Deed.

7.3. **Recording Costs**. Seller will pay the cost of recording all documents necessary to place record title to the Property in Seller including, but not limited to, costs of recording any documents necessary to cure any Objections, as hereinafter defined. Seller will pay all costs to prepare the Deed. City will pay all recording costs with respect to the recording of the Deed and Plat.

7.4. **Real Estate Taxes and Special Assessments**. General real estate taxes applicable to any of the Property due and payable in the year of Closing shall be prorated between Seller and City on a daily basis as of 12:00 a.m. CT on the Closing Date based upon a calendar fiscal year, with Seller paying those allocable to the period prior to the Closing Date and City being responsible for those allocable to the Closing Date and subsequent thereto. Except as set forth herein with regard to special assessments associated with City's development of the Property, Seller shall pay in full all special assessments (and charges in the nature of or in lieu of such assessments) levied, pending, postponed or deferred with respect to any of the Property as of the Closing Date. City shall be responsible for any special assessments that are levied or become pending against the Property after the Closing Date. Notwithstanding anything to the contrary set forth herein, in the event that there are special assessments levied against the Property after the Effective Date, which special assessment relate to City's development of the Property, such special assessments shall be assumed by City at Closing.

7.5. **Attorneys' Fees**. Seller and City shall each pay its own attorneys' fees incurred in connection with this transaction.

7.6. **Survival**. The obligations set forth in this Section 7 survive the Closing.

8. **Title Examination**. Within a reasonable time following the Effective Date, City shall obtain the following: (i) a commitment for an owner's title insurance policy (ALTA Form 2006) issued by Title for the Property, and copies of all encumbrances described in the commitment ("Commitment"); and, if it desires, (ii) an ALTA-certified survey bearing the legal description of the Property, and showing the area, dimensions and location of the Property ("Survey") (the Survey together with the Commitment shall be known as the "Title Evidence").

8.1. **City's Objections**. Within twenty (20) calendar days after City's receipt of the last of the Title Evidence, City may make written objections ("Objections") to the form or content of the Title Evidence. The Objections may include without limitation, any easements, restrictions or other matters which may interfere with City's intended use of the Property or matters which may be revealed by the Survey. Any matters reflected on the Commitment which are not objected to by City within such time period shall be deemed to be permitted encumbrances ("Permitted Encumbrances"). City shall have the renewed right to object to the Commitment as the same may be revised or endorsed from time to time.

8.2. **Seller's Cure**. Seller shall be allowed twenty (20) calendar days after the receipt

of City's Objections to cure the same but shall have no obligation to do so. If such cure is not completed within said period, or if Seller elects not to cure such Objections, City shall have the option to do any of the following:

8.2.1. Terminate this Agreement with respect to all of the Property.

8.2.2. Waive one (1) or more of its Objections and proceed to Closing.

If City so terminates this Agreement, neither Seller nor City shall be liable to the other for any further obligations under this Agreement and any amount previously paid by City to Seller shall be refunded to City.

9. **Warranties and Representations**.

9.1. **By Seller**. Seller warrants and represents the following to City, and acknowledges that City has relied on such representations and warranties in agreeing to enter into this Agreement:

9.1.1. Glendenning Farms, L.P. is a limited partnership, Joan Glendenning Kennedy Family Limited Partnership is a limited partnership and WAG Farms, Inc. is a corporation, and all are duly organized and in good standing under the laws of the state of Minnesota and is not in violation of any provisions of its company documents or its operating agreement.

9.1.2. This Agreement has been duly executed and delivered and constitutes the legal, valid and binding obligation of Seller enforceable in accordance with its terms. Seller has the requisite power and authority to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Seller pursuant hereto. This Agreement and the documents and instruments required to be executed and delivered by Seller pursuant hereto have each been duly authorized by Seller and such execution, delivery and performance does and will not conflict with or result in a violation of any judgment or order.

9.1.3. The execution, delivery and performance by Seller of this Agreement will not (a) violate any provision of any law, statute, rule or regulation or any order, writ, judgment, injunction, decree, determination or award of any court, governmental agency or arbitrator presently in effect having applicability to Seller, or (b) result in a breach of or constitute a default under any indenture, loan or credit agreement or any other agreement, lease or instrument to which Seller is a party or by which it or any of its properties may be bound.

9.1.4. To Seller's knowledge, except as contemplated herein, no order, consent, approval, license, authorization or validation of, or filing, recording or registration with, or exemption by, any governmental or public body or

authority, or any other entity, is required on the part of Seller to authorize, or is required in connection with, the execution, delivery and performance of, or the legality, validity, binding effect or enforceability of, this Agreement.

9.1.5. To Seller's knowledge, there are no actions, suits or proceedings pending or threatened against or affecting Seller or the Property, before any court or arbitrator, or any governmental department, board, agency or other instrumentality which in any of the foregoing (a) challenges the legality, validity or enforceability of this Agreement, or (b) if determined adversely to Seller, would have a material adverse effect on the ability of Seller to perform its obligations under this Agreement.

9.1.6. To Seller's knowledge, there are no wells or sewage treatment systems located on any portion of the Property. To Seller's knowledge, there has been no methamphetamine production on or about any portion of the Property. To Seller's knowledge, the sewage generated by the Property, if any, goes to a facility permitted by the Minnesota Pollution Control Agency and there is no "individual sewage treatment system" (as defined in Minnesota Statutes § 115.55, Subd. 1(g)) located on the Property.

9.1.7. Seller is not a "foreign person," "foreign corporation," "foreign trust," "foreign estate" or "disregarded entity" as those terms are defined in Section 1445 of the Internal Revenue Code.

9.1.8. To Seller's knowledge, except as may be disclosed as part of the Due Diligence Materials, (i) no condition exists on the Property that may support a claim or cause of action under any Environmental Law (as defined below) and there are no Hazardous Substances (as defined below) on the Property, (ii) there has been no release, spill, leak or other contamination or otherwise onto the Property, and (iii) there are no restrictions, clean ups or remediation plans regarding the Property. To Seller's knowledge, except as may be disclosed as part of the Due Diligence Materials, there is no buried waste or debris on any portion of the Property. "Environmental Law" shall mean (a) the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. § 9601-9657, as amended, or any similar state law or local ordinance, (b) the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, et seq., (c) the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., (d) the Clean Air Act, 42 U.S.C. § 7401, et seq., (e) the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., (f) the Safe Drinking Water Act, 42 U.S.C. § 300(f) et seq., (g) any law or regulation governing aboveground or underground storage tanks, (h) any other federal, state, county, municipal, local or other statute, law, ordinance or regulation, including, without limitation, the Minnesota Environmental Response and Liability Act, Minn. Stat. § 115B.01, et seq., (i) all rules or

regulations promulgated under any of the foregoing, and (j) any amendments of the foregoing. "Hazardous Substances" shall mean polychlorinated biphenyls, petroleum, including crude oil or any fraction thereof, petroleum products, heating oil, natural gas, natural gas liquids, liquefied natural gas or synthetic gas usable for fuel, and shall include, without limitation, substances defined as "hazardous substances," "toxic substances," "hazardous waste," "pollutants or contaminants" or similar substances under any Environmental Law.

9.1.9. There are no unrecorded contracts of any nature or type relating to, affecting or serving the Property, to which the Seller is a party.

9.1.10. There will be no indebtedness attributable to the Property which will remain unpaid after the Closing Date.

The representations, warranties and other provisions of this Section 9.1 shall survive Closing for a period of one (1) year from the Closing Date; provided, however that Seller shall have no liability with respect to a breach of the representations and warranties set forth in this Agreement if City has actual knowledge of Seller's breach thereof prior to Closing and City consummates the acquisition of the Property as provided herein.

City acknowledges and agrees that, except as expressly specified in this Section 9 of this Agreement, Seller has not made, and Seller hereby specifically disclaims, any representation, warranty or covenant of any kind, oral or written, expressed or implied, or rising by operation of law, with respect to the Property, including but not limited to, any warranties or representations as to the habitability, merchantability, fitness for a particular purpose, title, zoning, tax consequences, physical or environmental condition, utilities, valuation, governmental approvals, the compliance of the Property with governmental laws, the truth, accuracy or completeness of any information provided by or on behalf of Seller to City, or any other matter or item regarding the Property. City agrees to accept the Property and acknowledges that the sale of the Property as provided for herein is made by Seller on an "AS IS," "WHERE IS," and "WITH ALL FAULTS" basis. The limitations set forth in this paragraph shall survive the Closing and shall not merge in the deed.

9.2. **By City**. City warrants and represents the following to Seller, and acknowledges that Seller has relied on such representations and warranties in agreeing to enter into this Agreement:

9.2.1. City has all requisite authority to enter into this Agreement and to perform all of its obligations under this Agreement.

9.2.1. The execution, delivery and performance by City of this Agreement will not (a) violate any provision of any law, statute, rule or regulation or any order, writ, judgment, injunction, decree, determination or award of any court,

governmental agency or arbitrator presently in effect having applicability to City, (b) violate or contravene any provision of the articles of incorporation or bylaws of City, or (c) result in a breach of or constitute a default under any indenture, loan or credit agreement or any other agreement, lease or instrument to which City is a party or by which it or any of its properties may be bound.

The representations, warranties and other provisions of this Section 9.2 shall survive Closing; provided, however, City shall have no liability with respect to any breach of a particular representation or warranty if Seller shall fail to notify City in writing of such breach within one (1) year after the Closing Date.

10. **Additional Obligations of Seller**.

10.1. **Licenses and Permits**. Seller shall transfer to City all transferable rights, if any, in any permits or licenses held by Seller with respect to the Property.

10.2. **Condition of Property at Closing**. On the Closing Date, Seller shall deliver to City exclusive vacant possession of the Property, as-is and where is, and shall have no obligation to remove or cause to be removed any personal Property, building material, or any other items incidentally located upon, at, or within the Property.

10.3. **Further Assurances**. From and after the Closing Date, Seller agrees to execute, acknowledge and deliver to City such other documents or instruments of transfer or conveyance as may be reasonably required to carry out its obligations pursuant to this Agreement.

10.4. **Non-Assumption of Contracts or Other Obligations**. The parties understand and agree that City is only acquiring certain of Seller's real Property assets and that this Agreement and any related agreements shall not be construed to be in any manner whatsoever an assumption by City of any agreements, indebtedness, obligations or liabilities of Seller which are owing with respect to the operation of the Property prior to the Closing Date.

10.5. **Mortgages**. On or before the Closing Date, Seller shall satisfy all mortgage and/or lien indebtedness with respect to all or any portion of the Property and shall obtain recordable releases of the Property from any and all such mortgages or other liens affecting all or any portion of the Property. Notwithstanding the foregoing, Seller shall not be obligated to satisfy any liens that result from the City's Investigations.

10.5 **Marketing.** At all times prior to the Closing Date, Seller shall not negotiate in any manner for the sale or transfer of the Property with any third party.

11. **Broker**. It is acknowledged that there is not a broker for either party.

12. **Notice**. Any notice to be given by one party hereto shall be personally delivered (including

messenger delivery) or be sent by registered or certified mail, or by a nationally recognized overnight courier which issues a receipt, in each case postage prepaid, to the other party at the addresses in this Section (or to such other address as may be designated by notice given pursuant to this Section), and shall be deemed given upon personal delivery, three (3) days after the date postmarked or one (1) business day after delivery to such overnight courier.

If to City:	City of Cottage Grove Attn: Jennifer Levitt, City Administrator 12800 Ravine Parkway South Cottage Grove, MN 55016
with a copy to:	Korine L. Land LeVander, Gillen & Miller, P.A. 1305 Corporate Center Drive, Suite 300 Eagan, MN 55121
If to Seller:	Glendenning Farms, L.P. and WAG Farms, Inc. 1941 Ford Parkway #304 St. Paul, MN 55116 Attn: Gordon Glendenning Joan Glendenning Kennedy Family Limited Partnership 7437 Queensland Lane North Maple Grove, MN. 55311 Attn: William S. Kennedy, Jr.

13. **Default; Remedies**. If either Seller or City fails to perform any of their respective obligations under this Agreement in accordance with its terms, and such failing party does not cure such failure within thirty (30) days after written notice thereof from the other party (provided that no notice or cure period shall be required for obligations to be performed at Closing), then the other party shall have the right to terminate this Agreement by giving the failing party written notice of such election. In the case of any default by City, Seller's sole and exclusive remedy shall be termination of this Agreement as provided above. City shall also have the right to specifically enforce this Agreement. In any action or proceeding to enforce this Agreement or any term hereof, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees.

14. **Cumulative Rights**. No right or remedy conferred or reserved to Seller or City is intended to be exclusive of any other right or remedy herein or by law provided, but each shall be cumulative in and in addition to every other right or remedy existing at law, in equity or by statute, now or hereafter.

15. **Entire Agreement; Modification**. This written Agreement constitutes the complete agreement between the parties with respect to this transaction and supersedes any prior oral or written agreements between the parties regarding this transaction. There are no verbal

agreements that change this Agreement and no waiver of any of its terms will be effective unless in a writing executed by the parties.

16. **Binding Effect; Survival**. This Agreement binds and benefits the parties and their respective successors and assigns. All representations and warranties, and indemnification obligations of the parties hereto shall survive the Closing.

17. **City's Assignment**. Following the occurrence of the Contingency Date, City may assign this Agreement without the prior written consent of the Seller (but with written notice to Seller). No assignment shall relieve City from its obligations under this Agreement.

18. **Governing Law**. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any legal action related to this Agreement shall be venued in Washington County District Court.

19. **Rules of Interpretation**. The words "herein" and "hereof" and words of similar import, without reference to any particular section or subdivision, refer to this Agreement as a whole rather than any particular section or subdivision hereof. References herein to any particular section or subdivision hereof are to the section or subdivision of this Agreement as originally executed.

20. **Titles of Sections**. Any titles of the sections, or any subsections, of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

21. **Counterparts; Facsimiles**. This Agreement may be executed in any number of counterparts, and all of the signatures to this Agreement taken together shall constitute one and the same agreement, and any of the parties hereto may execute such agreement by signing any such counterpart. Facsimile or "PDF" signatures on this Agreement shall be treated as originals.

22. **Represented by Counsel**. Each party confirms that it has had the opportunity to be represented and advised by counsel in this transaction.

23. **Time of the Essence**. Time is of the essence of this Agreement.

[remainder of page intentionally left blank]

IN AGREEMENT, the parties hereto have hereunto set their hands as of the date hereinbefore first written.

SELLER:

GLENDENNING FARMS, L.P.

By: _____
William G. Glendenning
Its: General Partner

JOAN GLENDENNING KENNEDY FAMILY LIMITED PARTNERSHIP

By: _____
William S. Kennedy, Jr.
Its: General Partner

WAG FARMS, INC.

By: _____
William G. Glendenning
Its: President

IN AGREEMENT, the parties hereto have hereunto set their hands as of the date hereinbefore first written.

SELLER:

GLENDENNING FARMS, L.P.

By:_____
William G. Glendenning
Its: General Partner

JOAN GLENDENNING KENNEDY FAMILY LIMITED PARTNERSHIP

By:_____
William S. Kennedy, Jr.
Its: General Partner

WAG FARMS, INC.

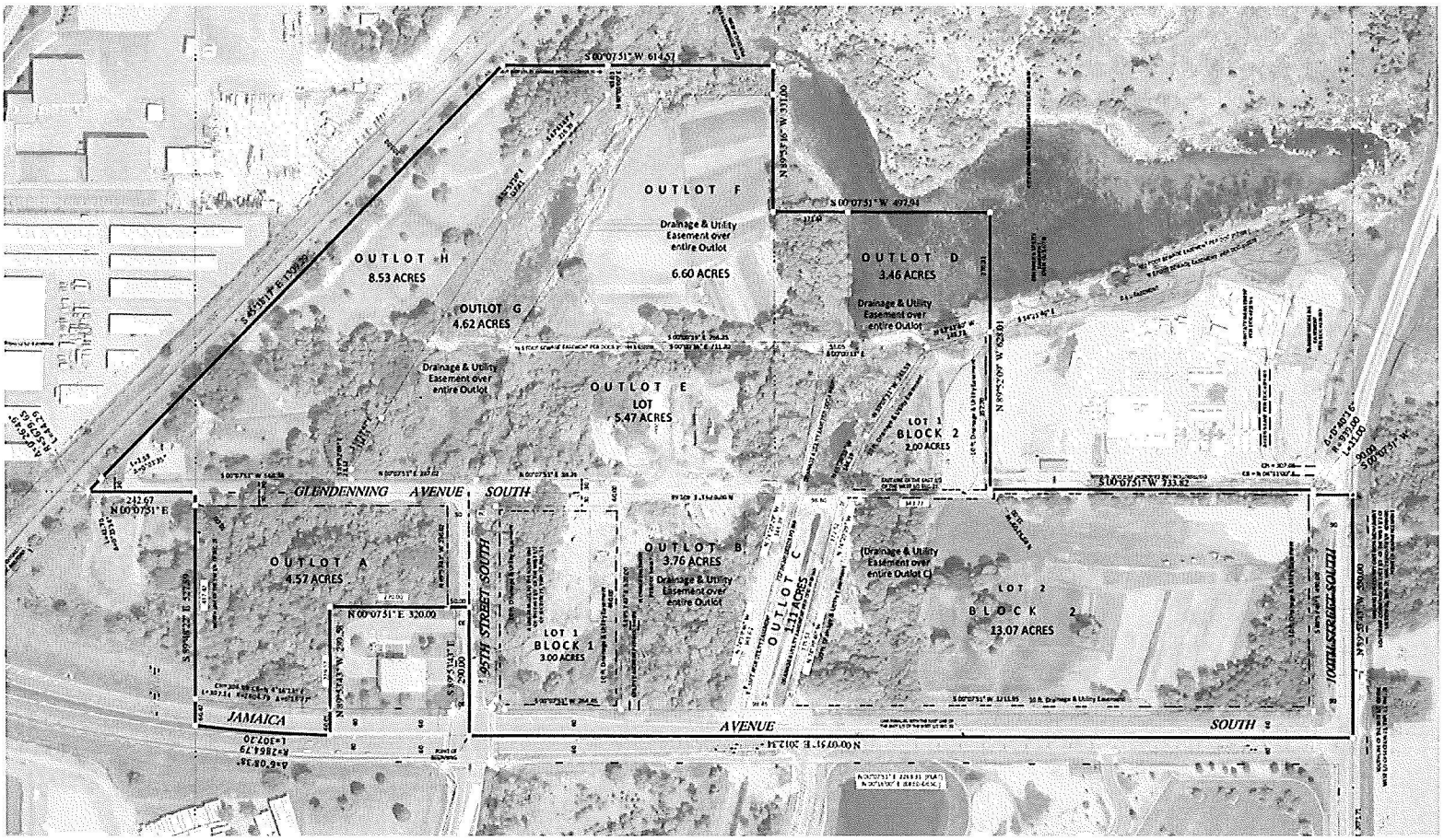
By:_____
William G. Glendenning
Its: President

CITY:
CITY OF COTTAGE GROVE

By: _____
Myron Bailey
Its: Mayor

By: _____
Tamara Anderson
Its: City Clerk

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY



Real property located in Washington County, Minnesota, to be platted and legally described as follows:

Outlot F, Lake Flora Second Addition

Part of PID: 21.027.21.42.0009
Abstract Property

[Commitment legal description to govern]

City Council Action Request

Cottage Grove
Where Pride and Prosperity Meet

7M

Meeting Date	2/15/2023
Department	Public Works
Agenda Category	Consent Agenda
Title	East Point Douglas Road and Jamaica Avenue Reconstruction and Signal Modifications – Approve Xcel Undergrounding Scoping Estimate
Staff Recommendation	Approve the Xcel Energy undergrounding project and scoping estimate, with funding through a City Requested Facilities Surcharge (CRFS) Rider to cover the cost.
Budget Implication	Estimated project cost = $471,368.57 - City Requested Facilities Surcharge (CRFS)

Attachments

EPDR & Jamaica Xcel Undersgrounding CC Memo.tif	1.78MB
EPDR & Jamaica Xcel Undergrounding CRFS Letter.tif	1.73MB
EPDR & Jamaica Xcel Undergrounding Scoping Estimate.tif	3.09MB
EPDR & Jamaica Xcel Undergrounding CRFS Tariffs.tif	8.75MB

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

From: Amanda Meyer, PE, City Engineer

Date: February 7, 2023

Re: East Point Douglas Road and Jamaica Avenue Reconstruction and Signal Modifications – Approve Xcel Undergrounding Scoping Estimate

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Background

In 2017, staff began community engagement with businesses adjacent to the East Point Douglas Road/Jamaica Avenue intersection area regarding the need for reconstruction and realignment of East Point Douglas Road, improvements to the intersection with Jamaica Avenue, necessary signal modifications, and subsequent parking lot adjustments for the adjacent businesses. The reconstruction and signal modifications for the East Point Douglas Road and Jamaica Avenue intersection area are scheduled in the City's Capital Improvement Plan for construction in 2023 and 2024.

A feasibility report for this project was approved by Council on October 19, 2022. An order for plans and specifications to be prepared was also made on this date. The plans and specifications can be found enclosed.

Discussion

Included in the proposed project was the review of undergrounding the existing Xcel Energy poles along East Point Douglas Road and Jamaica Avenue. Due to the adjusted trail, replaced lighting, and existing landscaping, there is a conflict with the power poles, which further exemplifies the need for the undergrounding project. The project corridor does not have sufficient right-of-way to allow for the poles to be relocated within the right-of-way without impacting private trees adjacent to the right-of-way.

It has been a goal of the Council to underground poles in as many areas as possible to increase the aesthetics of the community. The East Point Douglas and Jamaica Avenue corridors are a main commercial node in Cottage Grove and is a prime area to promote undergrounding of private utilities to clear up the sight lines and aesthetics of the area.

The undergrounding project would include undergrounding along East Point Douglas Road from Menards to 91st Street and Islay Avenue near Cub Foods and a section of overhead that crosses Jamaica Avenue at 90th Street.



A scoping estimate has been provided by Xcel Energy for the work, which has been included, and shows an estimated project cost of $471,368.57. In order to pay for this work, one of the options is for the City to use a City Requested Facilities Surcharge (CRFS) Rider. This would result in each Xcel Energy customer within Cottage Grove to see an additional charge on their monthly service bill for a period of 36 months for Xcel to recover the costs. This surcharge would reflect the actual costs of the project, so the term and/or total monthly surcharge may vary from what is proposed as part of the scoping estimate. During a Council workshop on September 7, 2022, it was estimated that residential customers would see a monthly surcharge of about $1.00. Estimated monthly surcharges based on the scoping estimate are shown below based on customer class.

Customer Class	Monthly Surcharge
Residential	$0.93
Residential Low Income	$0.93
Small C&I Non-demand Billed	$0.93
Small C&I Demand Billed	$2.79
Large C&I Demand Billed	$3.72
Street Lighting	$0.93
Small Municipal Pumping ND	$0.93
Small Municipal Pumping Demand	$2.79
Large Municipal Pumping	$3.72

At this time, the costs are an estimate. If the City would like to move forward with the under-grounding project, and pay for the project through a CRFS, the scoping estimate would need to be approved for a more detailed engineering estimate to be completed.

The CRFS would not appear on customer bills until after the project has been completed and actual costs are understood. Notification to customers would be provided via mail in the month preceding the commencement of the CRFS.

Recommendation

It is recommended the City Council approve the Xcel Energy undergrounding project and scoping estimate, with funding through a City Requested Facilities Surcharge (CRFS) Rider to cover the cost.

January 30, 2023

Jennifer Levitt
City Administrator
City of Cottage Grove
12800 Ravine Parkway South
Cottage Grove, MN 55016

Re: City Request for Information on Potential Special Facilities Project
E. Point Douglas Road Undergrounding Project

The City of Cottage Grove ("The City") has requested information from Northern States Power Company, a Minnesota corporation ("Xcel Energy" or the "Company") regarding E. Point Douglas Road, relocating from overhead to underground along E. Pt. Douglas Road from current section of underground in front of Menard's to 91st and Isley near cub and the overhead section across Jamaica at 90th Street. This does not include the overhead highway crossing of Highway 61. We have completed a Scoping Estimate of the cost of this project and have determined that this is a "special facilities" project. Section 5.3 of the rules and regulations in our Minnesota Electric Rate Book (tariff) contains the definition of standard and "special facilities"; the relevant tariff sections are provided as Attachment B to this letter.

The attached completed Scoping Engineering Estimate form provides the project scope, assumptions and estimated excess expenditures (i.e., the incremental costs above those for a standard facility) for this project. The estimated excess expenditure associated with this special facility project is $471,368.57.

The Xcel Energy tariff allows Xcel Energy to recover or seek recovery of any excess expenditure associated with a special facility. The available methods of cost recovery depend on several factors. For example, if the project is distribution facility undergrounding ordered by a City, the cost recovery procedures in our City Requested Facilities Surcharge ("CRFS") Rider may apply (see Attachment B). The CRFS may also apply if a City requests undergrounding and agrees to use the CRFS. This is a Minnesota Public Utilities Commission ("MPUC") approved surcharge on customers within your City only. If the "special facility" does not involve the undergrounding of a distribution facility pursuant to a City's police powers, or if the City and Xcel Energy do not mutually agree to use the CRFS to recover the excess expenditures of undergrounding a distribution line, there is no automatic surcharge. In that case, use of a surcharge to recover excess expenditures requires a specific filing and approval from the MPUC.

The City can also choose to prepay or to otherwise arrange for payment of the excess expenditures for special facilities.

If this project were to proceed and cost recovery were to occur under the CRFS Rider, the following information may be useful. Based on the projected excess expenditures associated with this Scoping Estimate and assuming the CRFS Rider is used to recover the costs, the estimated term of the surcharge is 36 months, and the estimated monthly surcharge amount per customer class is as shown below. However, the surcharge would reflect Xcel Energy's actual expenditures related to this project, so the term and/or total excess expenditures may be different than shown here.

Customer Class	Monthly Surcharge
Residential	$0.93
Residential Low Income	$0.93
Small C&I Non-demand Billed	$0.93
Small C&I Demand Billed	$2.79
Large C&I Demand Billed	$3.72
Street Lighting	$0.93
Small Municipal Pumping ND	$0.93
Small Municipal Pumping Demand	$2.79
Large Municipal Pumping	$3.72

Please note that your City has the right to challenge: (1) Xcel Energy's determination that a surcharge is authorized; (2) the amount of the surcharge; and (3) whether the surcharge is recovered from Xcel Energy's customers only in your City.

Next Steps

If your City wishes to proceed with the project using special facilities, a more detailed Engineering Estimate is required. The Engineering Estimate will more closely approximate the final anticipated cost. Construction cannot start until an Engineering Estimate is completed. Please complete Step 4 of the attached Scoping Estimate form in Attachment A and return it to Xcel Energy so as to inform us of how you wish to proceed.

If you have any questions, please feel free to contact me at 651-458-1228

Sincerely,

Kirstin Sersland

Kirstin Sersland, Community Relations Manager

Cc: City Manager/ City Administrator
Director of Public Works
City Engineer
Right-of-Way Coordinator
Other Responsible Individuals

Attachment A: Completed Project Scoping Estimate Form
Attachment B: Xcel Energy MN Electric Rate Book, Rules and Regulations, Section 5.3 and the CRFS rider rate schedule.

ATTACHMENT A

SCOPING ESTIMATE

A "Scoping Estimate" is provided by Xcel Energy for the convenience of the entity ordering or requesting the project. This approximation is our initial assessment of the costs associated with an ordered or requested project. The Scoping Estimate is generally based on our previous experience with comparable projects and uses historical cost data. This estimate, therefore, is only a "ballpark" estimate of the costs associated with this project. The actual costs may be higher or lower. We use the Scoping Estimate to determine whether the installation requested may constitute a "special facility." This estimate normally precedes our more refined Engineering Estimate.

STEP 1: CHARACTERIZATION OF PROPOSED PROJECT (TO BE COMPLETED BY XCEL ENERGY)

Requestor Name:	City of Cottage Grove / Jennifer Levitt, City Administrator
Address:	12800 Ravine Parkway South
	Cottage Grove, MN 55016
Telephone:	651/458-2800
Email:	JLevitt@CottageGroveMN.org

Project Information. Description of the type of project requested, its proposed location and the reason for the request:

City of Cottage Grove has requested an undergrounding estimate regarding plans to underground distribution facilities on E. Douglas Pt. Road.

The project requested by the City of Cottage Grove includes relocating from overhead to underground along E. Pt. Douglas Road from the current section of underground in front of Menard's to 91st and Isley near cub and the overhead section across Jamaica at 90th Street. This does not include the overhead highway crossing of Highway 61.

Project Assumptions. Include any additional conditions or assumptions regarding the project description that may impact cost. Identify tasks that are Xcel Energy's responsibility and tasks that are the Requestor's responsibility.

City of Cottage Grove is interested in burying overhead distribution lines wherever feasible along this stretch of roadway. Xcel Energy will replace the existing overhead distribution system with a new underground distribution system that will result in providing Xcel Energy the equivalent operating characteristics and system reliability as the system we are being asked to replace. This project is proposed to be installed int eh existing and/or newly acquired road right-of-way. If additional easements are necessary to accommodate the installation of the new underground distribution facilities, those costs will be added to this project and will be the responsibility of the City.

The surcharge amount will reflect actual, not estimated, project costs.

Xcel Energy responsibilities:	Letters to affected customers Permit applications to appropriate bodies Inform City of suggested equipment pad locations (Xcel Energy will not acquire easements)
City of Cottage Grove Responsibilities:	Ground restoration Communication/coordination with other utilities of existing or new facilities. Easement acquisition Street light replacements Surveying along entire project as required by Xcel Energy for their buried facilities.

The city will be required to work with existing overhead service customers impacted by this project to convert their electric service from overhead to underground at no cost to Xcel Energy. This may include the acquisition of easement and/or additional right-of-way necessary for new surface mounted equipment such as transformers, pedestals, underground cable, switching equipment, etc. Any additional right-of-way or easement acquisition not related to a customer's electric service conversion that is necessary for the installation of new surface mounted equipment is also the responsibility of the city. The city will also be responsible for the cost of removal, or any privately-owned electric circuits attached to existing Xcel Energy poles prior to their removal.

Joint responsibilities:	Communication with property owners along the proposed route Project scheduling

The estimate does NOT include the following:

- Underground sprinkler system repair and/or replacement;
- Possible additional costs incurred due to soil conditions that might impair the installation of underground facilities such as rock formations;
- Delay time for Xcel Energy crews as the result of actions or decisions made by the City or other parties;
- Relocation of night watch lights;
- Repair and/or replacement of customer-owned underground facilities not exposed at the time service is installed; and
- Any street light improvements and/or additions
- Easements
- Restoration
- Additional costs due to frost and/or winter construction charges
- Replacement of privately-owned shrubbery located in the public right-of-way (existing or new) or easement areas (existing or new) where necessary to install underground facilities

Transfer of Customers to Underground Service

Xcel Energy has no authority to compel customers to transfer to underground service. Property owners must voluntarily agree to convert to underground electric service. The conversion work will need to be completed by a private electrical contractor and those costs are not included in this estimate. We recommend that the City contract with one electrical company to complete the conversion work for this project. This may include actions such as converting customers from existing delta 3-phase if they wish to keep 3-phase power. Please be advised that our residential underground service rate is an additional $2.00 per month per customer on an ongoing basis.

Date: 11/16/2022 Xcel Energy Preparer Name: Kirstin Sersland

Signature: Kirstin Sersland
Title: Community Relations Manager

STEP 2: VERIFICATION (TO BE COMPLETED BY REQUESTOR)

Please confirm that the information detailed above reasonably describes the ordered or requested project by signing and dating below. Alternatively, if you believe that the project has not been reasonably described, please contact Xcel Energy.

The project as described above on this Scoping Estimate is a reasonably accurate description of our ordered/requested project.

Name: Jennifer Levitt, City Administrator 1/12/23 Date

Jennifer Levitt
Signature

Please return this form to (addressee, Xcel Energy)

STEP 3: SCOPING ESTIMATE (TO BE COMPLETED BY XCEL ENERGY)

To determine whether the proposed project is a special facility, Xcel Energy estimated the cost to do the project using Company-designated standard construction, and the cost to construct the project as ordered/requested. If the project as ordered/requested costs more than the standard construction, then Xcel Energy regards it as a special facility. The estimated excess expenditures are determined by subtracting the cost of the project using standard methods from the cost of the project as requested:

[To be provided.]

Standard facility in this circumstance is: Overhead distribution

Additional comments:

Date: November 16, 2022

Signature: Michael Rath

Xcel Energy Preparer Name: Michael Rath
Title: Xcel Energy Electric Design Manager

STEP 4: REQUEST FOR ENGINEERING ESTIMATE
(TO BE COMPLETED BY REQUESTOR)

After you have reviewed this scoping estimate, please indicate whether you wish to proceed to obtain more information on construction by filling in the appropriate blanks below. If you wish to proceed, a more definitive Engineering Estimate is required.

Please check the appropriate box and sign and return this form to (addressee, Xcel Energy)

☐ The City has received and reviewed your Scoping Estimate, and is interested in obtaining more information. Please provide me with a more detailed Engineering Estimate of the costs associated with this project.

or

☐ The City has received and reviewed your Scoping Estimate, and is NOT interested in obtaining more information on construction. Therefore, I do not request an Engineering Estimate for this project.

or

☐ The City has additional questions/concerns which need to be addressed before it can determine whether to proceed with construction. Please contact me.

Date: __/__/__ Signature: _____ Title:_____

CITY REQUESTED FACILITIES SURCHARGE RIDER

APPLICABILITY

Applicable to bills for electric service provided under the Company's retail rate schedules in a City ordering the installation of non-standard underground Distribution Facilities. The Excess Expenditure costs for these Special Facilities are to be collected from customers located within such City in accordance with the provisions in the General Rules and Regulations, Section 5.3, SPECIAL FACILITIES.

The Company will provide notice to the affected City of any miscellaneous rate filing by Company under Minn. Stat. §216.B16, Subd. 1 to establish a Special Facilities surcharge applicable to customers in such City.

RATE

In each applicable City, there shall be included in the monthly minimum billing on each customer's bill a separately itemized surcharge line item determined in accordance with this Rider entitled "City Req Fac Srchg". The City Requested Special Facilities Surcharge shall not be subject to current month billing adjustments or City surcharges and shall be subject to any applicable sales taxes.

DETERMINATION OF CITY REQUESTED FACILITIES SURCHARGE

The City Requested Special Facilities Surcharge for each applicable City project shall be calculated by determining a Class Facilities Surcharge to be applied to the Average Monthly Customers in the designated City such that the total Excess Expenditure plus carrying charges in the City Project Tracker Account are recovered over the designated Recovery Period.

Average Monthly Customers shall be the projected average number of active customers in each applicable customer classification located in the City for the designated Recovery Period.

Class Facilities Surcharge shall be the surcharge amount for each applicable customer classification determined in accordance with the Rules for Application.

City Project Tracker Account is a regulatory asset account representing the sum of the following:

(1) The total Excess Expenditures for each Distribution Facilities undergrounding project in such City,

(2) Monthly carrying charges on the under recovered or over recovered monthly balance in the City Project Tracker Account based on the overall rate of return from the Company's most recent electric general rate case decision,

(3) Less the recovered project costs collected to date through the applicable City's Facilities Surcharge.

Recovery Period is the number of months the City Requested Special Facilities Surcharge shall be applied to bills for a designated City project determined in accordance with the Rules for Application.

Excess Expenditures shall be determined in accordance with the provisions in the General Rules and Regulations, Section 5.3.

(Continued on Sheet No. 5-132)

RULES FOR APPLICATION

1. The Recovery Period shall not commence until the City Requested Facilities Surcharge to be applied to bills is at least $0.25 per customer per month. A surcharge of $0.25 up to and including $1.00 per customer regardless of customer class may be applied for a Recovery Period of exactly one month (e.g., a one-time surcharge).

2. For a Recovery Period greater than one month, the Class Facilities Surcharge per month per customer in each non-residential customer class for any month in which a Residential Class Facilities Surcharge is applicable shall be as follows:

   a. Commercial & Industrial (C&I), Street Lighting and Municipal – Non-Demand Billed: Equal to the Residential Class Facilities Surcharge.

   b. Small C&I and Small Municipal – Demand Billed: Three times the Residential Class Facilities Surcharge.

   c. Large C&I – Demand Billed (actual demand greater than 100 kW): Four times the Residential Class Facilities Surcharge.

   However, whenever the Non-residential Class Facilities Surcharges to be billed exceed the Customer Charge applicable on a customer account, the Class Facilities Surcharge for that account shall be equal to such Customer Charge.

3. A Residential Class Facilities Surcharge of $0.25 up to and including $1.00 per Residential customer per month will be applied each month whenever the City Project Tracker Account balance to be collected allows for a Recovery Period of 36 months or less.

4. A Residential Class Facilities Surcharge of over $1.00, up to and including $5.00, per Residential customer per month will be applied each month for a Recovery Period of 36 months whenever the City Project Tracker Account balance is uncollectable at a Residential Class Facilities Surcharge level of $1.00 or less, provided that the surcharge amount for any Residential class customer account receiving a Low Income Energy Discount shall not exceed $1.00 per month.

5. A Residential Class Facilities Surcharge of $5.00 per Residential customer per month for a Recovery Period of 36 months up to and including 60 months will be applied only when necessary to recover the City Project Tracker Account balance, provided a surcharge of $5.00 may be collected pending Commission action on a Company petition or City complaint to modify the design of the rate surcharge for a specific project which cannot be recovered in 60 months.

(Continued on Sheet No. 5-133)

RULES FOR APPLICATION (Continued)

6. The Class Facilities Surcharges may be adjusted annually and in the last 6 months of the Recovery Period to more closely recover the balance remaining in the City Project Tracker Account.

7. Subject to the limits on monthly surcharge amounts set forth above, the Class Facilities Surcharges may also be increased at any time and the Recovery Period may be updated, with notice as provided in Section 5.3 of the General Rules and Regulations, in order to recover Excess Expenditures associated with additional Distribution Facilities undergrounding projects requested or ordered by City.

5.2 GENERAL EXTENSION (Continued)

Non-refundable payments will be in the amount determined by subtracting from the total estimated installation cost the product of three and one half (3.5) times the anticipated annual revenue, excluding the portion of the revenue representing fuel-cost recovery, as set forth in Section 5.1, STANDARD INSTALLATION. Additional refundable payments may be required where service is extended and where customer occupancy is expected to be delayed. In such cases, for each additional customer served directly from the original contracted extension within five years from the date of its completion, the person who made the advance payment will receive proportionate refunds as additional customers take occupancy. The total of such refunds will in no event exceed the total refundable advance payment. Refunds will be made only for line extensions on private property to a single customer served directly from the original contracted facilities. T T

5.3 SPECIAL FACILITIES

A. Definitions

For the purposes of Section 5.3 and the City Requested Facilities Surcharge Rider, the following definitions apply:

1. "Distribution Facilities" are defined as all primary and secondary voltage wires, poles, insulators, transformers, fixtures, cables, trenches, ductlines, and other associated accessories and equipment, including substation equipment, rated 35kV class and below, whose express function and purpose is for the distribution of electrical power from the Company's distribution substation directly to residential, commercial, and/or industrial customers. Distribution Facilities exclude all facilities used primarily for the purpose of transferring electricity from a generator to a substation and/or from one substation to another substation. As such, Distribution Facilities serve only customers on the primary and secondary rates of the Company.

2. "Transmission Facilities" are defined as all poles, towers, wires, insulators, transformers, fixtures, cables, and other associated structures, accessories and equipment, including substation equipment, rated 25kV class and above, whose express function and purpose is the transmission of electricity from a generator to a substation or substations, and from one substation to another.

3. "Municipality" is defined as any one of the following entities: a county, a city, a township or other unit of local government.

4. "City" is defined as either a statutory city or a home rule charter city consistent with Minn. Stat. §410.015 and §216B.02, Subd. 9. T T

(Continued on Sheet No. 6-27.1)

5.3 SPECIAL FACILITIES (Continued)

A. Definitions (Continued)

5. "Standard Facilities" are those facilities whose design or location constitute the reasonable and prudent, least-cost alternative that is consistent with the existing electric system configuration, will meet the needs of the Company's customers and will maintain system reliability and performance under the circumstances. In determining the design or location of a "Standard Facility", the Company shall use good utility practices and evaluate all of the circumstances surrounding the proposal, including (i) public and employee safety in the installation, operation and maintenance of the facility, (ii) compliance with the National Electrical Safety Code, other applicable engineering standards and electric utility norms and standards, (iii) electric system reliability requirements, (iv) the presence, age, condition and configuration of existing facilities in the affected area, (v) the presence and size of existing right-of-way in the affected area, (vi) existing topology, soil, spacing, and any environmental limitations in the specific area, (vii) existing and reasonably projected development in the affected area, (viii) installation, maintenance, useful life and replacement cost factors, and (ix) other relevant factors under the particular circumstances.

6. “Special Facilities” are non-standard facilities or the non-standard design or location of facilities as provided in Section 5.3(B).

7. “Excess Expenditure” is defined as the total reasonable incremental cost for construction of Special Facilities, including: the value of the un-depreciated life of existing facilities being removed and removal costs less salvage; the fully allocated incremental labor costs for design, surveying, engineering, construction, administration, operations or any other activity associated with said project; the incremental easement or other land costs incurred by the Company; the incremental costs of immediately required changes to associated electric facilities, including backup facilities, to ensure reliability, structural integrity and operational integrity of electric system; the incremental taxes associated with requested or ordered Special Facilities; the incremental cost represented by accelerated replacement cost if the Special Facility has a materially shorter life expectancy than the standard installation; the incremental material cost for all items associated with said construction, less salvage value of removed facilities, and any other prudent costs incurred by Company directly related to the applicable Special Facilities.

(Continued on Sheet No. 6-27.2)

5.3 SPECIAL FACILITIES (Continued)

B. General Rule

1. When the Company is requested by a customer, group of customers, developer, or Municipality to provide types of service that result in an expenditure in excess of the Company designated standard service installation as provided under Section 5.1, STANDARD INSTALLATION, or designated standard Distribution Facilities or Transmission Facilities under Section 5.3 (A)(5) the requesting customer, group of customers, developer, or Municipality will be responsible for such Excess Expenditure, unless otherwise required by law. Common examples of Special Facilities include duplicate service facilities, special switching equipment, special service voltage, three phase service where single phase service is adequate, excess capacity, capacity for intermittent equipment, trailer park distribution systems, underground installations to wood poles, conversion from overhead to underground service, specific area undergrounding, other special undergrounding, location and relocation or replacement of existing Company facilities.

2. When requested under Section 5.3 (B)(1) the Company will evaluate the circumstances and determine the Standard Facility(ies) that would be appropriate to the particular situation. From this evaluation, the Company will determine the facilities design/configuration for the proposed project that meets the definition of a Standard Facility. This design/configuration shall constitute the Standard Facility for purposes of determining the Excess Expenditure associated with any requested or ordered Special Facility, including a Special Facility subject to a City Requested Facilities Surcharge or other rate surcharge.

3. Subject to the requirements of applicable law, and subject to the Company's previously scheduled or emergency work, the Company will initially install Special Facilities or will replace, modify or relocate to a Company-approved location or route its existing Distribution Facilities or Transmission Facilities (a) upon the request of a customer, a group of customers, developer, or upon request or lawful order of a Municipality if the Company determines the requested or ordered Special Facilities will not adversely affect the reliability, structural integrity, ability to efficiently expand capacity or operational integrity of the Company's Distribution Facilities or Transmission Facilities; and (b) the requesting or ordering customer, group of customers, developer, or Municipality arranges for payment of the Excess Expenditures under Section 5.3(E)(1) or 5.3(E)(2), or a requesting or ordering City elects that the Excess Expenditures for undergrounding of Distribution Facilities be recovered by surcharge under Section 5.3(E)(3).

(Continued on Sheet No. 6-28)

5.3 SPECIAL FACILITIES (Continued)

C. Special Facilities In Public Right-Of-Way

1. Whenever a Municipality as a governing body of public right-of-way orders or requests the Company to replace, modify or relocate its existing Distribution Facilities or Transmission Facilities located by permit in said public right-of-way to the extent necessary to avoid interference with construction on said public right-of-way, such facilities will be replaced, modified or relocated at Company expense, provided the construction is the Standard Facility(ies) installation designated by the Company.

2. If the Municipality requests or orders a facility other than the standard facility(ies) determined under 5.3(C)(1), the Company will provide the Municipality notification of the Excess Expenditure compared to the Standard Facility. If the Municipality requests or orders a type of construction with cost in excess of the Company designated standard construction, recovery of such Excess Expenditures will be subject to Section 5.3(E).

3. Except in emergencies, the Company has no obligation to commence initial construction of new Special Facilities, or to commence construction for replacement, modification, reconstruction or relocation of existing facilities, until the Company receives a permit, or other written authorization, from the Municipality (or its designee) having jurisdiction over use of the applicable public right-of-way, authorizing the construction at a Company-approved reasonable location within the public right-of-way or at a location established by lawful order of the Municipality.

4. The Company reserves the right to require an order from a Municipality if the Company determines the requested Special Facilities constitute an improvement primarily for the benefit of a landowner or other group and only an incidental benefit to public use of the right-of-way. The Company also reserves the right to challenge the lawfulness of a Municipality's order.

D. Underground Facilities Requirements

The following provisions apply when replacing overhead facilities with underground facilities:

1. The customer, at customer's expense, must engage an electrician to adapt the customer's electrical facilities to accept service from Company underground facilities.

2. The Company will allow reasonable time for the customer to make the necessary alterations to their facilities, before removal of the existing overhead facilities. The customer, group of customers, developer or Municipality must provide Company reasonable notice of the undergrounding request so Company may efficiently plan and install such facilities.

(Continued on Sheet No. 6-29)

5.3 SPECIAL FACILITIES (Continued)

D. Underground Facilities Requirements (Continued)

3. Perpetual easements will be granted Company at no cost to the Company whenever any portion of the underground distribution system is located on private land. Said private easements also will allow the Company access for inspection, maintenance, and repair of Company facilities.

4. The Company must receive, by franchise or permit, full access to its facilities installed underground for the purpose of inspection, maintenance, and repair of such facilities, such right of access to include the right to open public ways.

5. The Municipality will give sufficient notice and will allow the Company sufficient time to place its facilities beneath public ways while the same are torn up for resurfacing. The Municipality shall provide Company with access to the torn up public ways during such period so that Company will have unobstructed use of sufficiently large sections of the public ways to allow installation of the underground facilities in an economic manner.

6. Secondary voltage service supplied from an underground distribution lateral installation will require that the customer install, own, and maintain necessary conduits and secondary service conductors or bus duct to a point designated by Company within or adjacent to the secondary compartment of the transformer or vault. Company will make final connection of customer's secondary service conductors or bus duct to Company's facilities.

7. Secondary voltage service supplied from underground secondary service conductors require that the customer install, own, or maintain necessary conduits on private property to a point designated by the Company at or near the property line. The secondary service conductors usually will be installed by the customer in the customer's conduit, however, in some installations it may be preferred to have Company provide a continuous installation from the Company facilities through the customer conduit to the customer's service equipment. In these installations the customer must pay the total installed cost of the Company's cable installed on private property. The Company will make the final connection of customer's secondary service connectors to Company's facilities.

8. The customer, group of customers, developer or Municipality will be subject to any charges imposed as a result of the conditions set forth in Section 5.1, STANDARD INSTALLATION and charges for Special Facilities as provided in this Section 5.3.

(Continued on Sheet No. 6-29.1)

5.3 SPECIAL FACILITIES (Continued)

E. Special Facilities Payments

1. Where the requesting or ordering party is required to prepay or agrees to prepay or arrange payment for Special Facilities, the requesting or ordering party shall execute an agreement or service form pertaining to the installation, operation and maintenance, and payment of the Special Facilities. Payments required will be made on a non-refundable basis and may be required in advance of construction unless other arrangements are agreed to in writing by the Company. The facilities installed by the Company shall be the property of the Company. Any payment by a requesting or ordering party shall not change the Company's ownership interest or rights.

   Payment for Special Facilities may be required by either, or a combination, of the following methods as prescribed by the Company: a single charge for the costs incurred or to be incurred by the Company due to such a special installation or a monthly charge being one-twelfth of Company's annual fixed costs necessary to provide such a special installation. The monthly charge will be discontinued if the special facilities are removed or if the requester eventually qualifies for the originally requested Special Facilities.

2. Where Special Facilities are requested or ordered by a Municipality which is not a City, or in circumstances other than those addressed in Section 5.3(E)(3), and payment is not made or arranged by the Municipality, the Company may seek approval of the Commission to allow the Excess Expenditures to be the responsibility of the Company's customers residing within the Municipality and may seek approval by the Commission pursuant to Minn. Stat. §216B to allow recovery of such expenditures from those customers through a rate surcharge or other method. T

   The Company will provide notice to an affected Municipality of any miscellaneous rate filing by Company under Minn. Stat. §216B.16, Subd. 1, to establish a Special Facilities surcharge applicable to customers in such Municipality. Customers in the applicable Municipality will be notified of (a) the implementation of the Special Facilities surcharge through a bill message during the month preceding the month of implementation of such surcharge, and (b) any change in the surcharge. T T T T

(Continued on Sheet No. 6-29.2)

SPECIAL FACILITIES (Continued)

E. Special Facilities Payments (Continued)

3. Where undergrounding of Distribution Facilities as a Special Facility is ordered by a City, and payment for excess expenditure is not made or arranged by the City, the Excess Expenditures will be recovered from the Company's customers located in the City through a rate surcharge set forth in Section 5.3 (F) and the City Requested Facilities Surcharge Rider subject to the following conditions:

   a. The Company shall provide written notice to the City containing the following:

      i. the estimated total excess expenditures required for the designated City undergrounding project and an estimate of the resulting surcharge;

      ii. notice to the City Clerk that the City has sixty (60) days from its receipt of the notice to file with the Commission an objection to the proposed surcharge under Minn. Stat. §216B.17 or other applicable law. The notice shall contain a brief statement of facts and tariff or other legal authority on which the Company bases its right to surcharge the ratepayers located in the City. T

   b. Within the sixty (60) day period noticed by the Company, the City may give written notice to the Company of its intention to pay all, a portion or none of the estimated Excess Expenditures, or otherwise enter into an agreement with the Company regarding payment of any Excess Expenditures. If the City does not respond in writing within the sixty (60) days, it is deemed to have elected not to pay any portion of the Excess Expenditures and will have waived its right to object to the Company's right to surcharge ratepayers in the City for the Excess Expenditures. Such failure, however, is not a waiver of the City's right to object to the Company's Excess Expenditures surcharged to ratepayers in the City, which objection may be exercised pursuant to other applicable law.

   c. A rate surcharge set forth in Section 5.3(F) and the City Requested Facilities Surcharge Rider may be used to recover the excess Expenditures of Distribution Facilities when such projects are initiated and controlled by a City even if the City does not act within its police powers to require the undergrounding project to be completed and the City and Company mutually agree in writing to using such a surcharge. T

(Continued on Sheet No. 6-29.3)

SPECIAL FACILITIES (Continued)

E. Special Facilities Payments (Continued)

d. The City may bring its objection to the proposed surcharge to the Commission by filing a statement of objection with the Commission and serving the Company within sixty (60) days. An objection proceeding shall not halt or delay the project, except for good cause shown. Notice and implementation of the surcharge shall be stayed until the Commission or a court of competent jurisdiction issues a final order or judgment.

e. Nothing in this tariff is intended to establish or limit the rights of a Company customer that is a member of the class of customers surcharged or proposed to be surcharged from pursuing its rights under applicable law.

f. Customers in the applicable City will be notified of: (i) the implementation of a City Requested Facilities Surcharge through a bill message during the month preceding the month the surcharge is commenced; and (ii) any change in a preexisting surcharge. The Company shall provide the Department and City the proposed notice to customers no less than sixty (60) days prior to the first day of the month in which the Company intends to notify customers of the surcharge. T

(Continued on Sheet No. 6-29.4)

SPECIAL FACILITIES (Continued)

F. Costs of Special Facilities Recovered by City Requested Facilities Surcharge

1. The Excess Expenditure required for any Special Facility undergrounding of Distribution Facilities requested or ordered by a City shall be subject to surcharge in accordance with the provisions of this section and the City Requested Facilities Surcharge (CRFS) Rider, if the City does not prepay or otherwise arrange payment. The surcharge shall commence on such date as determined by the Company, but no earlier than the first full billing month following at least 60 days notice to the applicable City of the planned implementation date of a surcharge.

2. City Project Tracker Account. The Company will establish a City Project Tracker Account for the applicable City in order to track project cost recovery through customer collections. The initial balance in the Tracker Account will be the Company-determined Excess Expenditure for the applicable Special Facilities. Excess Expenditures for subsequent, additional City requested or ordered Special Facilities may be added to the Tracker Account balance at any time to the extent additional Excess Expenditures are incurred by Company. The Tracker Account balance shall be determined as follows:

   a. The total Excess Expenditure ("EE") for each City Special Facility undergrounding project to be recovered through a CRFS surcharge. The EE will be adjusted to reflect actual Company costs and any direct payments made by the City for the designated construction project;

   b. Plus the Carrying Charge ("CC") on the unrecovered or over-recovered monthly balance in the Tracker Account based on the overall rate of return from the Company's most recent electric general rate case decision; and

   c. Less the Recovered Project Costs ("RPC") equal to the actual monthly amounts billed to customers in the applicable city through the CRFS Rider, subject to subsequent reductions to account for uncollectibles, refunds and correction of erroneous billings.

(Continued on Sheet No. 6-29.5)

SPECIAL FACILITIES (Continued)

F. Costs of Special Facilities Recovered by City Requested Facilities Surcharge (Continued)

3. The Company may delay implementation of a surcharge for a City Project Tracker Account until the minimum surcharge amount provided in the CRFS Rider is reached.

4. Any under or over recovery will be determined by the Tracker Account balance in the last month of the final Recovery Period. Any under recovery will be expensed. The Company will limit over-recoveries to no more than $1.00 per customer or $10,000 per City at the time the Tracker Account is terminated. Any over recovery above the limit will be maintained in a Company liability account for no more than two (2) years following the Recovery Period and applied as follows: T T N

   a. The over recovery will be credited to the Tracker Account balance for subsequent, additional City requested or ordered Special Facilities, or

   b. If the City does not use the CRFS process within two (2) years, the Company will refund the over recovered amount to current customers of the City according to their billed surcharge amounts, plus interest per Minn. R. 7825.3300, Methods and Procedures for Refunding. Interest will be calculated at the average prime rate. N T

5. Record Access and Reporting Requirements. The Company's records associated with a City's Tracker Account shall be available for inspection by such City at reasonable times. If requested by a City, the Company shall provide a report on the status and balance of the City Project Tracker Account as follows:

   a. whenever Excess Expenditures for requested or ordered Distribution Facilities undergrounding are added to the Tracker Account for a designated or new City project,

   b. on or before the last business day of the month following the final month of the Recovery Period, or

   c. annually if the Recovery Period is greater than 12 months.

6. The surcharge for a particular Special Facility Distribution Facilities undergrounding project may be of a different design than set forth in the City Requested Facilities Surcharge Rider if approved in advance by Commission order in response to a rate filing by the Company under Minn. Stat. §216B.16, or in response to a complaint filed by the applicable City under Minn. Stat. §216B.17. T T T

City Council Action Request

7N

Meeting Date	2/15/2023
Department	Administration
Agenda Category	Consent Agenda
Title	East Point Douglas Road & Jamaica Avenue Reconstruction and Signal Project - Easement Acquisition
Staff Recommendation	1. Approve the attached Parcel 2 stipulation and authorize payment of the $45,000 settlement amount. 2. Approve the attached Parcel 3 stipulation and authorize payment of the $155,000 settlement amount.
Budget Implication	$200,000.00 is part of the total project cost - East Point Douglas Road & Jamaica Avenue Reconstruction and Signal Project.
Attachments	Council Memo re Approve Parcels 2 and 3 settlements - v3.tif 27.8MB

Cottage Grove
Where Pride and Prosperity Meet

To: Mayor and Council Members

From: Pete Mikhail

Date: February 15, 2023

Subject: East Point Douglas Road and Jamaica Avenue Reconstruction and Signal Project - Easement Acquisition

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Action Item:

1. Approve the Stipulation of Settlement for Parcel 2 ("Parcel 2 Stipulation") by and between Linn Investment Properties L.L.C., Linn Retail Centers, Inc. d/b/a Tumble Fresh and Merchants Bank, National Association and the City for the East Point Douglas Road and Jamaica Avenue Reconstruction and Signal Project ("Project"), and authorize payment of the settlement amount of $45,000.00.

2. Approve the Stipulation of Settlement for Parcel 3 ("Parcel 3 Stipulation") by and between Linn Investment Properties L.L.C., Linn Retail Centers, Inc. d/b/a Holiday and Merchants Bank, National Association and the City for the East Point Douglas Road and Jamaica Avenue Reconstruction and Signal Project ("Project"), and authorize payment of the settlement amount of $155,000.00.

Background: On October 19, 2022, by Resolution No. 2022-141, the City Council authorized City officers and agents to acquire easements for the Project by voluntary negotiation or through the use of eminent domain. Parcel 2 and Parcel 3 are now in condemnation and the City Attorney's Office has negotiated the following settlements for each:

- Parcel 2 (Tumble Fresh), 8470 East Point Douglas Road South. The City will pay the sum of $45,000.00 in exchange for a full and final settlement of all claims arising from the takings and the Project. In addition, the City will restore landscaping destroyed by Project construction, the cost of which is estimated at $900.

- Parcel 3 (Holiday W), 8490 East Point Douglas Road South. The City will pay the sum of $155,000.00 in exchange for a full and final settlement of all claims arising from the takings and the Project. In addition, the City will restore landscaping destroyed by Project construction, the cost of which is estimated at $1,600.

It is recommended that the City Council approve the attached Parcel 2 Stipulation and authorize payment of the $45,000 settlement amount. It is further recommended that the City Council approve the attached Parcel 3 Stipulation and authorize payment of the $155,000 settlement amount.

STATE OF MINNESOTA | DISTRICT COURT

COUNTY OF WASHINGTON | TENTH JUDICIAL DISTRICT

Court File No. 82-CV-22-5397
Case Type: Condemnation

City of Cottage Grove, a Minnesota municipal corporation,

Petitioner,

vs.

The Hopkins Family Real Estate Trust; et al.,

Respondents.

STIPULATION OF SETTLEMENT (Parcel 2)

THIS STIPULATION OF SETTLEMENT ("Stipulation") is made by and between Petitioner City of Cottage Grove ("City") and Respondents Linn Investment Properties L.L.C. ("Owner"), Linn Retail Centers, Inc. d/b/a Tumble Fresh ("Tenant"), and Merchants Bank, National Association ("Mortgagee").

RECITALS

1. The following recitals are a part of the parties' Stipulation.

2. The City commenced the above-captioned action ("Condemnation Action") to acquire certain real estate interests for its East Point Douglas Road and Jamaica Avenue Reconstruction and Signal Modification Project ("Project").

3. Owner is the fee owner of the real property identified as Parcel 2 (the "Property") on Exhibit A to the City's Petition and Motion for an Order Authorizing Transfer of Title and Possession pursuant to Minn. Stat. § 117.042 file December 5, 2022 ("Petition"). An excerpt from **Exhibit A** pertaining to the Property is attached.

4. **Exhibit A** identifies the following additional interests in the Property:

a. Tenant is the tenant on the Property.

b. Mortgagee has a mortgage interest in the Property.

c. Parcel 1 Respondents are named because Parcel 1 has an easement interest in the Property. The Hopkins Family Real Estate Trust ("Trust") is the fee owner of Parcel 1. Pursuant to a Memorandum of Understanding dated December 6, 2022, the Trust settled the Parcel 1 acquisition, disclaimed any interest in the award for the Property, and waived its right to all future service, notices, and hearings. The Parcel 1 tenant, AutoZone Parts, Inc., a Nevada corporation, remains in the Condemnation Action.

d. Parcel 3 Respondents are named because Parcel 3 has an easement interest in the Property. Owner is also the fee owner of Parcel 3. Linn Retail Centers, Inc. d/b/a Holiday is a tenant on Parcel 3.

5. The City commenced the Condemnation Action to acquire permanent easements and a temporary easement over portions of the Property ("Takings") as legally described in **Exhibit A**.

6. The City, the Owner, and the Tenant have reached a full and final settlement and compromise of the matters in dispute in this Condemnation Action, to which settlement Mortgagee consents.

AGREEMENT

NOW, THEREFORE, in consideration of their mutual promises and other good and valuable consideration, the parties stipulate and agree as follows:

7. **Friendly Condemnation.** Owner and Tenant agree that the Takings are reasonably

necessary for a public purpose and do not object to the Takings.

8. **Settlement Consideration.** The City will pay the sum of $45,000.00 ("Settlement Amount") in full and final settlement of all claims for damages arising from the Takings or the Project that were or could have been made in the Condemnation Action.

9. **Stipulation to Commissioners' Award.** The City, the Owner, and the Tenant agree to a commissioners' award in the Settlement Amount from the court-appointed commissioners for all damages arising from the Takings and the Project in substantially the form attached hereto as **Exhibit B** ("Stipulated Award"). The City, the Owner, and the Tenant jointly request the Stipulated Award and will not appeal the Stipulated Award.

10. **Settlement Payment.** The City will pay the Settlement Amount by delivering a check to counsel for Owner and Tenant, made payable to Tenant, within 30 days after execution of this Stipulation of Settlement.

11. **Quick-Take Date.** Title to and the right of possession of the Takings will transfer to the City on March 6, 2023, or the earliest date thereafter permitted by the court, pursuant to Minn. Stat. § 117.042 and the court order granting the City's condemnation petition ("Condemnation Order").

12. **Other Considerations.** The parties agree to the following additional terms:

a. As part of the Project, the City will restore at its sole cost the landscaping impacted during the Project to the degree necessary to secure the Property's compliance with the City's landscaping requirements, i.e., the installation of 9 shrubs within the area between the right of way and the Property's interior drive aisle ("Restoration"). If needed, the Owner and the Tenant will grant a right of entry to the City at no cost for the Restoration. The City shall warrant the Restoration for a period of 2 years,

after which period maintenance of landscaping shall be the responsibility of the Owner.

b. In the Condemnation Action, the City also seeks to acquire real estate interests from other parcels needed for the Project, including parcels over which the Property holds appurtenant easements ("Other Parcels"). The Owner and the Tenant acknowledge that the Settlement Amount constitutes a full and final settlement of all claims with respect to Parcel 2, including its appurtenant easements. With respect to Other Parcels:

    i. The Tenant hereby disclaims any interest in the condemnation awards for any and all Other Parcels and hereby waives the right to all future service, notices, or hearings in the Condemnation Action and in any appeals from the Condemnation Action.

    ii. With the exception of Parcel 3, the Owner hereby disclaims any interest in the condemnation awards for any and all Other Parcels and hereby waives the right to all future service, notices, or hearings in the Condemnation Action and in any appeals from the Condemnation Action. The Owners' claims with respect to Parcel 3 are reserved for resolution by a separate agreement.

c. Recital 4, above, identifies certain easement interests in the Property. The parcels that may be benefited by these easements are or were included in this Condemnation Action as Parcels 1 and 3.

    i. Parcel l has been dismissed from the Condemnation Action based on the agreement identified in Recital 4(c). The Parcel 1 tenant shall receive notice

of the commissioners' hearing at which the Stipulated Award is presented, but the City, Owner, and Tenant agree that the Parcel 1 tenant is not entitled to any portion of the commissioners' award for the Property.

ii. The City acknowledges that Parcels 3 includes easement interests in the Property. The City acknowledges that compensation for the impact of the Takings on Parcel 3 easements, if any, must be compensated in the respective settlements or awards for Parcel 3.

d. The Owner and Tenant acknowledge that they will not have to relocate as a result of the Project.

e. The Owner and Tenant acknowledge that they have not disclosed an appraisal in connection with this settlement.

13. **Filing of Settlement.** Upon payment of the Settlement Amount and the expiration of the appeal period for the Stipulated Award, the City will file a Final Certificate with respect to the Property and will record the Condemnation Order, the Final Certificate, and a discharge of lis pendens with respect to the Property in the Office of the Washington County Recorder.

14. **Full and Final Compromise.** The terms and conditions of this Stipulation of Settlement constitute a full and final compromise of all matters in dispute that were or could have been raised in the Condemnation Action with respect to Property or the Project, including claims for just compensation, statutory damage remedies, interest, fees, and costs. In consideration of the Settlement Amount and other terms and conditions of this Stipulation, the Owner and the Tenant waive and release any and all claims they may have against the City in connection with the Condemnation Action. The Owner and the Tenant waive the right to all future service, notices and hearings in connection with the Condemnation Action.

15. **Costs.** Each party shall bear its own costs (including legal fees) incurred in connection with the Condemnation Action and the settlement thereof. The City will pay all filing and recording fees in connection with this settlement.

16. **Entire Agreement.** The undersigned state and represent that each has fully read this Stipulation and that each knows and understands the consequences and legal effect thereof. This Stipulation contains the entire agreement of the parties with regard to the Property.

17. **Execution.** The parties agree that this Stipulation may be executed in separate counterparts which, taken together, shall be and comprise one agreement.

18. **Authority.** The persons signing this Stipulation in their representative capacities represent and warrant by signing this Agreement that it is their intent to bind their respective principals to the terms and conditions set forth herein, that the persons signing in their representative capacity have been authorized to bind their respective principals to such terms, and that it is the respective principals' intent to be so bound.

[Remainder of page intentionally blank.]

LINN INVESTMENT PROPERTIES L.L.C.

Dated: 2-4-2023

By: _____
Name: Stephen Linn
Title: Chief Manager

LINN RETAIL CENTERS, INC.
D/B/A TUMBLE FRESH

Dated: 2-4-2023

By: _____
Name: Stephen Linn
Title: CEO

Dated: 2/6/2023

_____
Kenneth J. Rohlf, Lic. No. 0212805
7616 Currell Boulevard, Suite 245
Woodbury, MN 55125
(651) 731-5962
krohlf@thelinnco.com

Attorney for Respondents
Linn Investment Properties L.L.C. &
Linn Retail Centers, Inc. d/b/a Tumble Fresh

Merchants Bank, National Association hereby agrees and consents to the Stipulation of Settlement for Parcel 2.

MERCHANTS BANK,
NATIONAL ASSOCIATION

Dated: 2-6-23

By: _____
Name: Bruce J. Gobliesch
Title: Market Pres. Int-East Metro

CITY OF COTTAGE GROVE

Dated: _____

_____
Myron Bailey, Mayor

_____
Tamara Anderson, City Clerk

LeVANDER, GILLEN & MILLER, P.A.

Dated: _____

By: _____
Peter G. Mikhail, Lic. No. 0249907
Amanda J. Johnson, Lic. No. 0400128
Greta Bjerkness, Lic. No. 0390575
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
(651) 451-1831
pmikhail@levander.com
ajohnson@levander.com
gbjerkness@levander.com

Attorneys for Petitioner
City of Cottage Grove

EXHIBIT A
Excerpt from Petition
82-CV-22-5397

Filed in District Court
State of Minnesota
12/5/2022 2:38 PM

EXHIBIT A

Definitions

The easements described in this Exhibit A have the following scope:

a. A **Permanent Traffic Sign Easement** includes the right of the Petitioner, its employees, contractors, and agents to locate, construct, reconstruct, operate, maintain, inspect, alter, repair and replace within the described easement area any traffic sign, signal or other traffic control device; and also the right to cut, trim, or remove from the described easement area any trees, shrubs, or other vegetation that in the Petitioner's judgment unreasonably interfere with the Petitioner's permitted use of the Permanent Traffic Sign Easement.

b. A **Permanent Drainage and Utility Easement** includes the right of the Petitioner, its employees, contractors and agents, to locate, construct, reconstruct, operate, maintain, inspect, alter, and repair within the described easement any of the following public improvements: underground storm sewer; underground water facilities; stormwater treatment facilities; surface drainageways and ponds; any utilities; underground pipes; conduits, culverts; other utilities and mains; together with the right to cut, trim, or remove from the described easement area any trees, shrubs, or other vegetation that in the Petitioner's judgment unreasonably interfere with the Petitioner's permitted use of the Drainage and Utility Easement.

c. A **Permanent Traffic Sign, Drainage and Utility Easement** includes the easement rights of the Permanent Traffic Sign Easement defined above and the Drainage and Utility Easement defined above.

d. A **Permanent Sidewalk, Trail, Drainage and Utility Easement** includes the right of the Petitioner, its employees, contractors, and agents to locate, construct, reconstruct, operate, maintain, inspect, alter, repair and replace within the described easement area any sidewalk, trail, retaining wall, streetlight, hydrant, curb, gutter or other facilities reasonably convenient for the use, operation, and maintenance of a sidewalk or trail; together with the right to place or store snow removed or plowed from the adjacent public street or trail; and also the right to cut, trim, or remove from the described easement area any trees, shrubs, or other vegetation that in the Petitioner's judgment unreasonably interfere with the Petitioner's permitted use of the Permanent Sidewalk and Trail Easement or facilities located within the described easement area, together with all the easement rights of the Permanent Drainage and Utility Easement defined above.

e. A **Permanent Right-Of-Way Easement** includes the right of the Petitioner, its employees, contractors, and agents to locate, construct, reconstruct, operate, maintain, inspect, alter, repair and replace within the described easement area any right-of-way, retaining wall, streetlight, hydrant, curb, gutter or other Project improvements; and also the right to cut, trim, or remove from the described easement area any trees, shrubs, or other vegetation that in the Petitioner's judgment unreasonably interfere with the Petitioner's

A-1

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State of Minnesota
12/5/2022 2:38 PM

permitted use of the Permanent Right-Of-Way Easement or facilities located within the described easement area.

f. A **Permanent Street Light Easement** includes the right of the Petitioner, its employees, contractors, and agents to locate, construct, reconstruct, operate, maintain, inspect, alter, repair and replace within the described easement area any street light and related facilities; and also the right to cut, trim, or remove from the described easement area any trees, shrubs, or other vegetation that in the Petitioner's judgment unreasonably interfere with the Petitioner's permitted use of the Permanent Street Light Easement or facilities located within the described easement area.

g. A **Temporary Access Easement** includes the right of the Petitioner, its employees, contractors, and agents to ingress and egress over and upon the described easement area at all reasonable times to access the Project construction areas.

h. A **Temporary Construction Easement** includes the right of the Petitioner, its employees, contractors, and agents to enter upon the described easement area at all reasonable times to perform any and all actions reasonably necessary in connection with the construction of the Project, including without limitation: cut, trim or remove any trees, shrubs, or other vegetation that in the Petitioner's judgment unreasonably interferes with the Petitioner's construction activities; remove or deposit earthen materials and regrade the surface of the land; install and remove erosion control protection fencing; store and remove equipment and supplies as necessary for the construction of the Project; and restore disturbed areas as provided in the plans and specifications for the Project.

A-2

Filed in District Court
State of Minnesota
12/5/2022 2:38 PM

Parcel 2:

Property Identification No.: 21.027.21.12.0028, Abstract property

Property Address: 8470 East Point Douglas Road South, Cottage Grove, MN 55016

Legal Description of the Property: That part of Outlot A, Cottage Grove Commercial Addition, according to the recorded plat thereof and situate in Washington County, Minnesota lying East of the West 156.00 feet thereof and Southerly of the Westerly extension of the North line of Lot 1, Block 1, Cottage Grove Commercial Addition, Washington County, Minnesota, together with the benefits of the Declaration of Easements dated May 9, 2013 recorded May 10, 2013 as Document No. 3944597, and Storm Water and Ponding Easement dated May 9, 2013, recorded May 10, 2013 as Document No. 3944958.

Legal Description of the Acquisition:

Permanent Traffic Sign, Drainage and Utility Easement

A permanent easement for traffic sign, drainage and utility purposes over, under and across part of said Outlot A, described as commencing at the Southwest corner of said Lot 1; thence North 00 degrees 07 minutes 50 seconds East, assumed bearing, along the West line of said Lot 1, 10.31 feet; thence westerly 5.14 feet along a non-tangential curve, concave to the South, having a radius of 532.62 feet, a central angle of 00 degrees 33 minutes 12 seconds, and the chord of said curve bears North 76 degrees 15 minutes 43 seconds West to the point of beginning; thence continuing westerly, 71.42 feet, along the westerly extension of the last described curve, having a central angle of 07 degrees 40 minutes 58 seconds; thence South 89 degrees 50 minutes 59 seconds West, not tangent to the last described curve, 58.65 feet; thence westerly 19.96 feet, along a tangential curve, concave to the South, having a radius of 462.67 feet and a central angle of 02 degrees 28 minutes 21 seconds to the East line of said West 156.00 feet; thence South 00 degrees 07 minutes 50 seconds West, along said East line, 6.61 feet to the southerly line of Outlot A; thence South 89 degrees 54 minutes 10 seconds East, along said southerly line, 26.37 feet; thence easterly 123.78 feet along said southerly line and along a non-tangential curve, concave to the South, having a radius of 522.62 feet, a central angle of 13 degrees 34 minutes 15 seconds, and the chord of said curve bears South 83 degrees 03 minutes 51 seconds East; thence North 00 degrees 07 minutes 50 seconds East, not tangent to the last described line, 10.28 feet to the point of beginning.

Temporary Construction Easement

A temporary construction easement over, under and across that part of said OUTLOT A, said easement is described as follows:

> Beginning at the Southwest corner of LOT 1, BLOCK 1, said COTTAGE GROVE COMMERCIAL ADDITION; thence North 00 degrees 07 minutes 50 seconds East, assumed bearing, along the West line of said Lot 1, 10.31 feet; thence westerly 76.56 feet

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along a non-tangential curve, concave to the South, having a radius of 532.62 feet, a central angle of 08 degrees 14 minutes 10 seconds, and the chord of said curve bears North 80 degrees 06 minutes 12 seconds West; thence South 89 degrees 50 minutes 59 seconds West, not tangent to the last described curve, 58.65 feet; thence westerly, 19.96 feet, along a tangential curve, concave to the South, having a radius of 462.67 feet, and a central angle of 02 degrees 28 minutes 21 seconds to the East line of said West 156.00 feet; thence South 00 degrees 07 minutes 50 seconds West, along said East line, 6.61 feet to the southerly line of said Outlot A; thence South 89 degrees 54 minutes 10 seconds East, along said southerly line, 26.37 feet; thence easterly 128.93 feet, along said southerly line and along a non-tangential curve, concave to the South, having a radius of 522.62 feet, a central angle of 14 degrees 08 minutes 07 seconds, and the chord of said curve bears South 82 degrees 46 minutes 54 seconds East, to the point of beginning.

Said temporary construction easement shall commence on April 1, 2023 and terminate on June 30, 2025.

Said takings are subject to public easements, restrictions and reservations of record, if any.

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State of Minnesota
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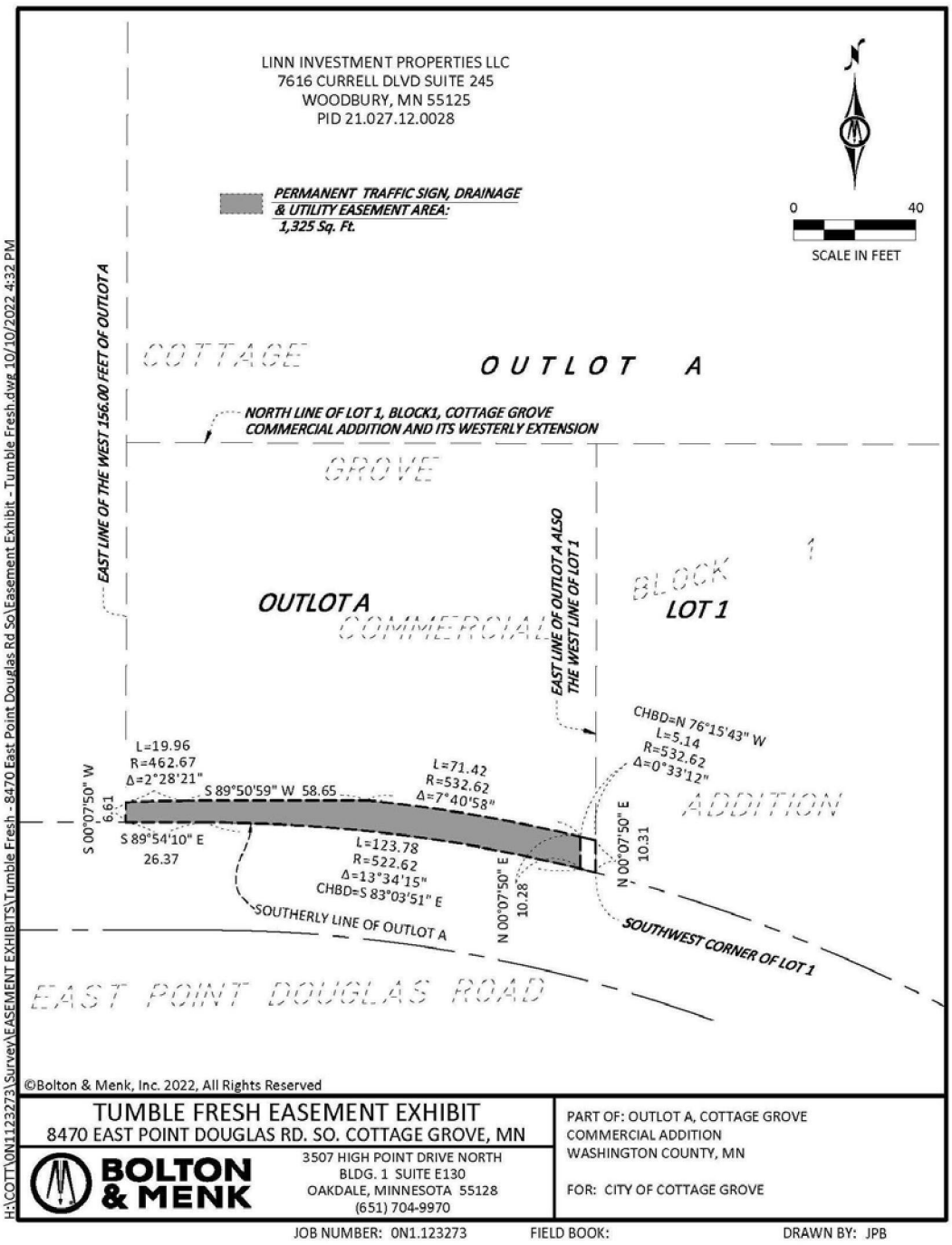
Names and Description of Interests to be Acquired

Name	Nature of Interest
Linn Investment Properties L.L.C., a Minnesota limited liability company	Fee Owner
Merchants Bank, National Association	Mortgagee
Parcel 1 Respondents	Easement Holder
Parcel 3 Respondents	Easement Holder
Linn Retail Centers, Inc., a Minnesota corporation, d/b/a Tumble Fresh	Tenant
Holiday Diversified Services, LLC, a Minnesota limited liability company	Claimant of Interest
All other parties unknown, together with unknown heirs or devisees and spouses, if any	Possible Unknown Real Property Interest Owners

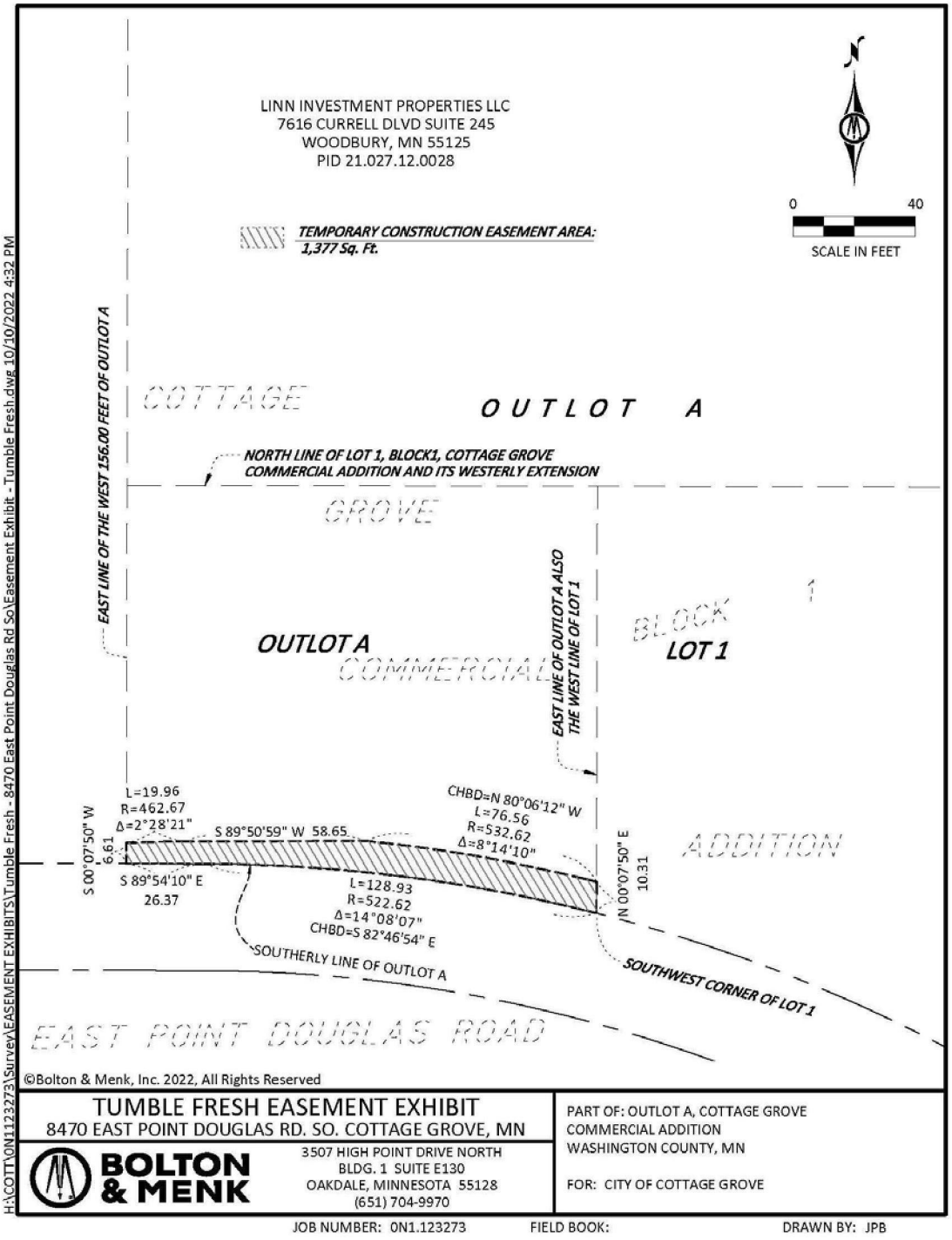
Notwithstanding the foregoing attempt to identify all interests held by a party named herein, it is Petitioner's intention to encumber all interests owned by the named respondents in the above-described real estate.

Filed in District Court
State of Minnesota
12/5/2022 2:38 PM

Sketches of the Acquisition:



Filed in District Court
State of Minnesota
12/5/2022 2:38 PM



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TUMBLE FRESH EASEMENT EXHIBIT
8470 EAST POINT DOUGLAS RD. SO. COTTAGE GROVE, MN

PART OF: OUTLOT A, COTTAGE GROVE
COMMERCIAL ADDITION
WASHINGTON COUNTY, MN

FOR: CITY OF COTTAGE GROVE

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

JOB NUMBER: 0N1.123273 FIELD BOOK: DRAWN BY: JPB

EXHIBIT B
Stipulated Award

STATE OF MINNESOTA — DISTRICT COURT

COUNTY OF WASHINGTON — TENTH JUDICIAL DISTRICT

Court File No. 82-CV-22-5397
Case Type: Condemnation

City of Cottage Grove, a Minnesota municipal corporation,

Petitioner,

vs.

The Hopkins Family Real Estate Trust; et al.,

Respondents.

STIPULATION OF SETTLEMENT (Parcel 2)

The undersigned commissioners, appointed by the above-named Court, having qualified according to law, make the following award of damages with respect to the Petitioner's taking of property interests from Parcel 2 in the above-captioned matter (as described on the attached Exhibit A), as of March 6, 2023, which is the date of taking:

TO:	Linn Retail Centers, Inc. d/b/a Tumble Fresh:	$45,000.00
TO:	All other respondents:	$0.00
TOTAL DAMAGES TO ALL PARTIES:		**$45,000.00**

This award of damages is made after notice of viewing, notice of hearing, and an opportunity for possible claimants to be heard; and it is based on the Stipulation of Settlement entered into between the Petitioner City of Cottage Grove and Respondents Linn Investment

Properties L.L.C., and Linn Retail Centers, Inc. d/b/a Tumble Fresh, which the commissioners received and accepted.

Dated: _____

_____
Commissioner

_____
Commissioner

_____
Commissioner

EXHIBIT A

Definitions

The easements described in this Exhibit A have the following scope:

a. A **Permanent Traffic Sign Easement** includes the right of the Petitioner, its employees, contractors, and agents to locate, construct, reconstruct, operate, maintain, inspect, alter, repair and replace within the described easement area any traffic sign, signal or other traffic control device; and also the right to cut, trim, or remove from the described easement area any trees, shrubs, or other vegetation that in the Petitioner's judgment unreasonably interfere with the Petitioner's permitted use of the Permanent Traffic Sign Easement.

b. A **Permanent Drainage and Utility Easement** includes the right of the Petitioner, its employees, contractors and agents, to locate, construct, reconstruct, operate, maintain, inspect, alter, and repair within the described easement any of the following public improvements: underground storm sewer; underground water facilities; stormwater treatment facilities; surface drainageways and ponds; any utilities; underground pipes; conduits, culverts; other utilities and mains; together with the right to cut, trim, or remove from the described easement area any trees, shrubs, or other vegetation that in the Petitioner's judgment unreasonably interfere with the Petitioner's permitted use of the Drainage and Utility Easement.

c. A **Permanent Traffic Sign, Drainage and Utility Easement** includes the easement rights of the Permanent Traffic Sign Easement defined above and the Drainage and Utility Easement defined above.

d. A **Permanent Sidewalk, Trail, Drainage and Utility Easement** includes the right of the Petitioner, its employees, contractors, and agents to locate, construct, reconstruct, operate, maintain, inspect, alter, repair and replace within the described easement area any sidewalk, trail, retaining wall, streetlight, hydrant, curb, gutter or other facilities reasonably convenient for the use, operation, and maintenance of a sidewalk or trail; together with the right to place or store snow removed or plowed from the adjacent public street or trail; and also the right to cut, trim, or remove from the described easement area any trees, shrubs, or other vegetation that in the Petitioner's judgment unreasonably interfere with the Petitioner's permitted use of the Permanent Sidewalk and Trail Easement or facilities located within the described easement area, together with all the easement rights of the Permanent Drainage and Utility Easement defined above.

e. A **Permanent Right-Of-Way Easement** includes the right of the Petitioner, its employees, contractors, and agents to locate, construct, reconstruct, operate, maintain, inspect, alter, repair and replace within the described easement area any right-of-way, retaining wall, streetlight, hydrant, curb, gutter or other Project improvements; and also the right to cut, trim, or remove from the described easement area any trees, shrubs, or other vegetation that in the Petitioner's judgment unreasonably interfere with the Petitioner's

permitted use of the Permanent Right-Of-Way Easement or facilities located within the described easement area.

f. A **Permanent Street Light Easement** includes the right of the Petitioner, its employees, contractors, and agents to locate, construct, reconstruct, operate, maintain, inspect, alter, repair and replace within the described easement area any street light and related facilities; and also the right to cut, trim, or remove from the described easement area any trees, shrubs, or other vegetation that in the Petitioner's judgment unreasonably interfere with the Petitioner's permitted use of the Permanent Street Light Easement or facilities located within the described easement area.

g. A **Temporary Access Easement** includes the right of the Petitioner, its employees, contractors, and agents to ingress and egress over and upon the described easement area at all reasonable times to access the Project construction areas.

h. A **Temporary Construction Easement** includes the right of the Petitioner, its employees, contractors, and agents to enter upon the described easement area at all reasonable times to perform any and all actions reasonably necessary in connection with the construction of the Project, including without limitation: cut, trim or remove any trees, shrubs, or other vegetation that in the Petitioner's judgment unreasonably interferes with the Petitioner's construction activities; remove or deposit earthen materials and regrade the surface of the land; install and remove erosion control protection fencing; store and remove equipment and supplies as necessary for the construction of the Project; and restore disturbed areas as provided in the plans and specifications for the Project.

Parcel 2:

Property Identification No.: 21.027.21.12.0028, Abstract property

Property Address: 8470 East Point Douglas Road South, Cottage Grove, MN 55016

Legal Description of the Property: That part of Outlot A, Cottage Grove Commercial Addition, according to the recorded plat thereof and situate in Washington County, Minnesota lying East of the West 156.00 feet thereof and Southerly of the Westerly extension of the North line of Lot 1, Block 1, Cottage Grove Commercial Addition, Washington County, Minnesota, together with the benefits of the Declaration of Easements dated May 9, 2013 recorded May 10, 2013 as Document No. 3944597, and Storm Water and Ponding Easement dated May 9, 2013, recorded May 10, 2013 as Document No. 3944958.

Legal Description of the Acquisition:

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Temporary Construction Easement

A temporary construction easement over, under and across that part of said OUTLOT A, said easement is described as follows:

> Beginning at the Southwest corner of LOT 1, BLOCK 1, said COTTAGE GROVE COMMERCIAL ADDITION; thence North 00 degrees 07 minutes 50 seconds East, assumed bearing, along the West line of said Lot 1, 10.31 feet; thence westerly 76.56 feet

along a non-tangential curve, concave to the South, having a radius of 532.62 feet, a central angle of 08 degrees 14 minutes 10 seconds, and the chord of said curve bears North 80 degrees 06 minutes 12 seconds West; thence South 89 degrees 50 minutes 59 seconds West, not tangent to the last described curve, 58.65 feet; thence westerly, 19.96 feet, along a tangential curve, concave to the South, having a radius of 462.67 feet, and a central angle of 02 degrees 28 minutes 21 seconds to the East line of said West 156.00 feet; thence South 00 degrees 07 minutes 50 seconds West, along said East line, 6.61 feet to the southerly line of said Outlot A; thence South 89 degrees 54 minutes 10 seconds East, along said southerly line, 26.37 feet; thence easterly 128.93 feet, along said southerly line and along a non-tangential curve, concave to the South, having a radius of 522.62 feet, a central angle of 14 degrees 08 minutes 07 seconds, and the chord of said curve bears South 82 degrees 46 minutes 54 seconds East, to the point of beginning.

Said temporary construction easement shall commence on April 1, 2023 and terminate on June 30, 2025.

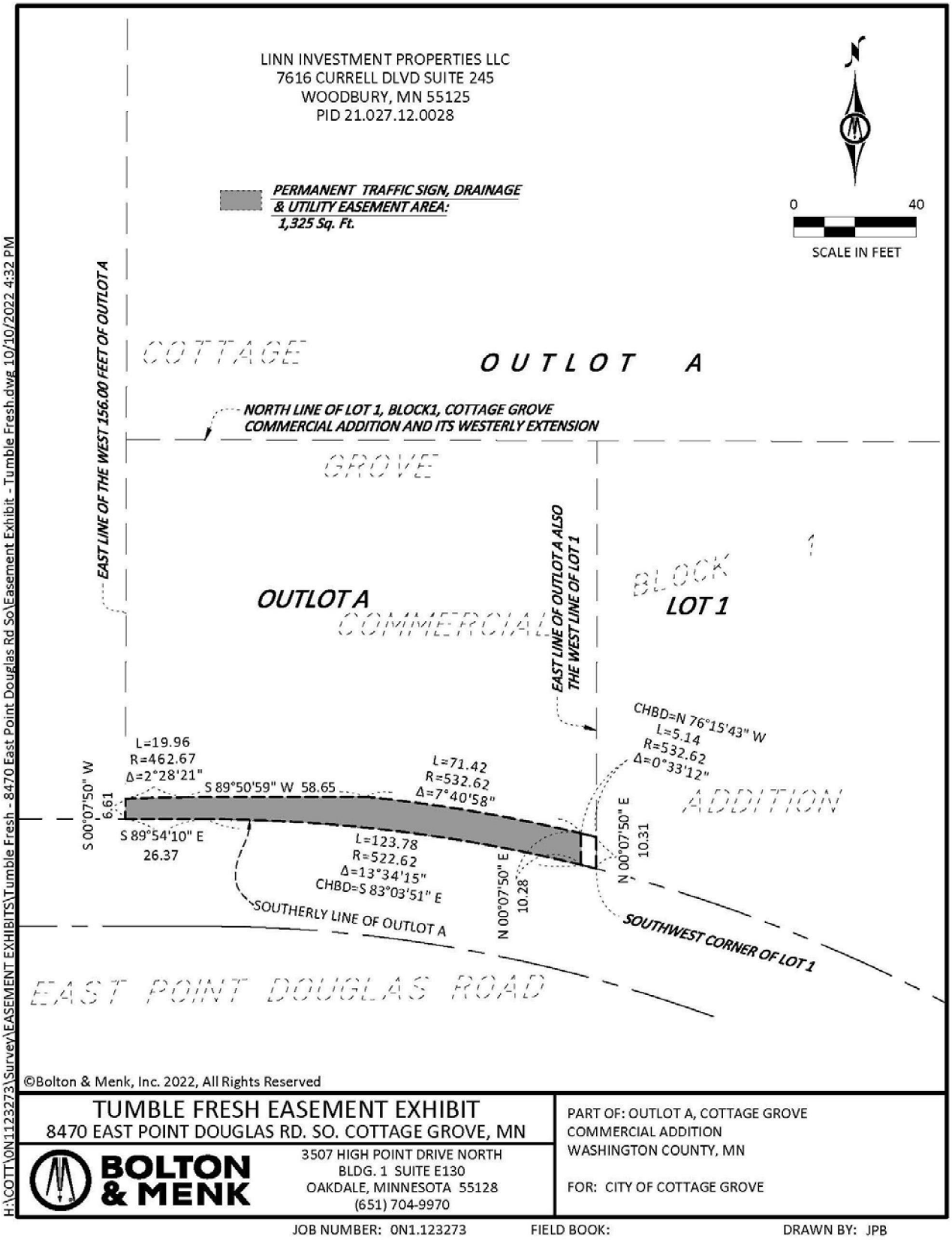
Said takings are subject to public easements, restrictions and reservations of record, if any.

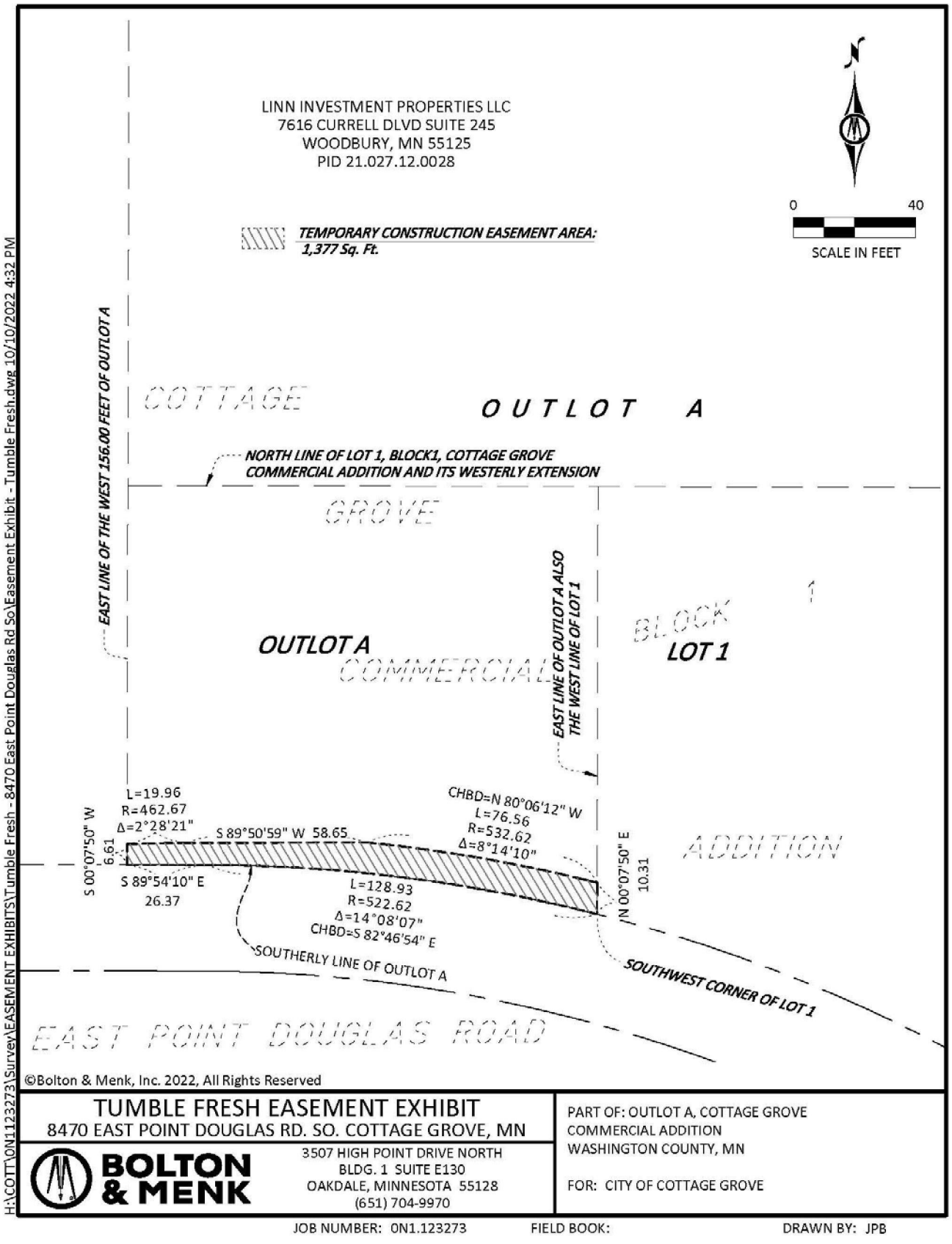
Names and Description of Interests to be Acquired

Name	Nature of Interest
Linn Investment Properties L.L.C., a Minnesota limited liability company	Fee Owner
Merchants Bank, National Association	Mortgagee
Parcel 1 Respondents	Easement Holder
Parcel 3 Respondents	Easement Holder
Linn Retail Centers, Inc., a Minnesota corporation, d/b/a Tumble Fresh	Tenant
Holiday Diversified Services, LLC, a Minnesota limited liability company	Claimant of Interest
All other parties unknown, together with unknown heirs or devisees and spouses, if any	Possible Unknown Real Property Interest Owners

Notwithstanding the foregoing attempt to identify all interests held by a party named herein, it is Petitioner's intention to encumber all interests owned by the named respondents in the above-described real estate.

Sketches of the Acquisition:





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TUMBLE FRESH EASEMENT EXHIBIT

8470 EAST POINT DOUGLAS RD. SO. COTTAGE GROVE, MN

PART OF: OUTLOT A, COTTAGE GROVE COMMERCIAL ADDITION
WASHINGTON COUNTY, MN

FOR: CITY OF COTTAGE GROVE

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

JOB NUMBER: 0N1.123273 FIELD BOOK: DRAWN BY: JPB

STATE OF MINNESOTA | DISTRICT COURT

COUNTY OF WASHINGTON | TENTH JUDICIAL DISTRICT

Court File No. 82-CV-22-5397
Case Type: Condemnation

City of Cottage Grove, a Minnesota municipal corporation,

Petitioner,

vs.

The Hopkins Family Real Estate Trust; et al.,

Respondents.

STIPULATION OF SETTLEMENT (Parcel 3)

THIS STIPULATION OF SETTLEMENT ("Stipulation") is made by and between Petitioner City of Cottage Grove ("City") and Respondents Linn Investment Properties L.L.C. ("Owner"), Linn Retail Centers, Inc. d/b/a Holiday ("Tenant"), and Merchants Bank, National Association ("Mortgagee").

RECITALS

1. The following recitals are a part of the parties' Stipulation.

2. The City commenced the above-captioned action ("Condemnation Action") to acquire certain real estate interests for its East Point Douglas Road and Jamaica Avenue Reconstruction and Signal Modification Project ("Project").

3. Owner is the fee owner of the real property identified as Parcel 3 (the "Property") on Exhibit A to the City's Petition and Motion for an Order Authorizing Transfer of Title and Possession pursuant to Minn. Stat. § 117.042 file December 5, 2022 ("Petition"). An excerpt from **Exhibit A** pertaining to the Property is attached.

4. **Exhibit A** identifies the following additional interests in the Property:

a. Tenant is the tenant on the Property.

b. Mortgagee has a mortgage interest in the Property.

c. Parcel 2 Respondents are named because Parcel 2 has an easement interest in the Property. Owner is also the fee owner of Parcel 2. Mortgagee is also the mortgagee of Parcel 2. Linn Retail Centers, Inc. d/b/a Tumble Fresh is a tenant on Parcel 2.

d. The Parcel 2 Respondents include the Parcel 1 Respondents because Parcel 1 has an easement interest in Parcel 2. However, Parcel 1 has no easement interest in the Property and has been dismissed from the Condemnation Action.

e. Holiday Diversified Services, LLC may be a claimant of an interest.

5. The City commenced the Condemnation Action to acquire permanent easements and a temporary easement over portions of the Property ("Takings") as legally described in **Exhibit A**.

6. The City, the Owner, and the Tenant have reached a full and final settlement and compromise of the matters in dispute in this Condemnation Action, to which settlement Mortgagee consents.

AGREEMENT

NOW, THEREFORE, in consideration of their mutual promises and other good and valuable consideration, the parties stipulate and agree as follows:

7. **Friendly Condemnation.** Owner and Tenant agree that the Takings are reasonably necessary for a public purpose and do not object to the Takings.

8. **Settlement Consideration.** The City will pay the sum of $155,000.00 ("Settlement Amount") in full and final settlement of all claims for damages arising from the Takings or the

Project that were or could have been made in the Condemnation Action.

9. **Stipulation to Commissioners' Award.** The City, the Owner, and the Tenant agree to a commissioners' award in the Settlement Amount from the court-appointed commissioners for all damages arising from the Takings and the Project in substantially the form attached hereto as **Exhibit B** ("Stipulated Award"). The City, the Owner, and the Tenant jointly request the Stipulated Award and will not appeal the Stipulated Award.

10. **Settlement Payment.** The City will pay the Settlement Amount by delivering a check to counsel for Owner and Tenant, made payable to Tenant, within 30 days after execution of this Stipulation of Settlement.

11. **Quick-Take Date.** Title to and the right of possession of the Takings will transfer to the City on March 6, 2023, or the earliest date thereafter permitted by the court, pursuant to Minn. Stat. § 117.042 and the court order granting the City's condemnation petition ("Condemnation Order").

12. **Other Considerations.** The parties agree to the following additional terms:

a. As part of the Project, the City will restore at its sole cost the landscaping impacted during the Project to the degree necessary to secure the Property's compliance with the City's landscaping requirements, i.e., the installation of 2 trees and 12 shrubs within the area between the right of way and the Property's interior drive aisles/parking ("Restoration"). If needed, the Owner and the Tenant will grant a right of entry to the City at no cost for the Restoration. The City shall warrant the Restoration for a period of 2 years, after which period maintenance of landscaping shall be the responsibility of the Owner.

b. In the Condemnation Action, the City also seeks to acquire real estate interests from

other parcels needed for the Project, including parcels over which the Property holds appurtenant easements ("Other Parcels"). The Owner and the Tenant acknowledge that the Settlement Amount constitutes a full and final settlement of all claims with respect to Parcel 3, including its appurtenant easements. With respect to Other Parcels:

i. The Tenant hereby disclaims any interest in the condemnation awards for any and all Other Parcels and hereby waives the right to all future service, notices, or hearings in the Condemnation Action and in any appeals from the Condemnation Action.

ii. With the exception of Parcel 2, the Owner hereby disclaims any interest in the condemnation awards for any and all Other Parcels and hereby waives the right to all future service, notices, or hearings in the Condemnation Action and in any appeals from the Condemnation Action. The Owners' claims with respect to Parcel 2 are reserved for resolution by a separate agreement.

c. Recital 4, above, identifies that Parcel 2 has easement interests in the Property. The City acknowledges that compensation for the impact of the Takings on Parcel 2 easements, if any, must be compensated in the respective settlements or award for Parcel 2.

d. The Owner and Tenant acknowledge that they will not have to relocate as a result of the Project.

e. The Owner and Tenant acknowledge that they have not disclosed an appraisal in connection with this settlement.

13. **Filing of Settlement.** Upon payment of the Settlement Amount and the expiration of the appeal period for the Stipulated Award, the City will file a Final Certificate with respect to the Property and will record the Condemnation Order, the Final Certificate, and a discharge of lis pendens with respect to the Property in the Office of the Washington County Recorder.

14. **Full and Final Compromise.** The terms and conditions of this Stipulation of Settlement constitute a full and final compromise of all matters in dispute that were or could have been raised in the Condemnation Action with respect to Property or the Project, including claims for just compensation, statutory damage remedies, interest, fees, and costs. In consideration of the Settlement Amount and other terms and conditions of this Stipulation, the Owner and the Tenant waive and release any and all claims they may have against the City in connection with the Condemnation Action. The Owner and the Tenant waive the right to all future service, notices and hearings in connection with the Condemnation Action.

15. **Costs.** Each party shall bear its own costs (including legal fees) incurred in connection with the Condemnation Action and the settlement thereof. The City will pay all filing and recording fees in connection with this settlement.

16. **Entire Agreement.** The undersigned state and represent that each has fully read this Stipulation and that each knows and understands the consequences and legal effect thereof. This Stipulation contains the entire agreement of the parties with regard to the Property.

17. **Execution.** The parties agree that this Stipulation may be executed in separate counterparts which, taken together, shall be and comprise one agreement.

18. **Authority.** The persons signing this Stipulation in their representative capacities represent and warrant by signing this Agreement that it is their intent to bind their respective principals to the terms and conditions set forth herein, that the persons signing in their

representative capacity have been authorized to bind their respective principals to such terms, and that it is the respective principals' intent to be so bound.

[Remainder of page intentionally blank.]

LINN INVESTMENT PROPERTIES L.L.C.

Dated: 2-4-2023

By: _____
Name: Stephen Linn
Title: Chief Manager

LINN RETAIL CENTERS, INC.
D/B/A HOLIDAY

Dated: 2-4-2023

By: _____
Name: Stephen Linn
Title: CEO

Dated: 2-6-2023

By: _____
Kenneth J. Rohlf, Lic. No. 0212805
7616 Currell Boulevard, Suite 245
Woodbury, MN 55125
(651) 731-5962
krohlf@thelinnco.com

Attorney for Respondents
Linn Investment Properties L.L.C. &
Linn Retail Centers, Inc. d/b/a Holiday

Merchants Bank, National Association hereby agrees and consents to the Stipulation of Settlement for Parcel 3.

MERCHANTS BANK,
NATIONAL ASSOCIATION

Dated: 2-6-23

By: Bruce J. Goblirsch
Name: Bruce J. Goblirsch
Title: Market President - East Metro

CITY OF COTTAGE GROVE

Dated: _____

_____
Myron Bailey, Mayor

_____
Tamara Anderson, City Clerk

LeVANDER, GILLEN & MILLER, P.A.

Dated: _____

By: _____
Peter G. Mikhail, Lic. No. 0249907
Amanda J. Johnson, Lic. No. 0400128
Greta Bjerkness, Lic. No. 0390575
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
(651) 451-1831
pmikhail@levander.com
ajohnson@levander.com
gbjerkness@levander.com

Attorneys for Petitioner
City of Cottage Grove

EXHIBIT A
Excerpt from Petition
82-CV-22-5397

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State of Minnesota
12/5/2022 2:38 PM

EXHIBIT A

Definitions

The easements described in this Exhibit A have the following scope:

a. A **Permanent Traffic Sign Easement** includes the right of the Petitioner, its employees, contractors, and agents to locate, construct, reconstruct, operate, maintain, inspect, alter, repair and replace within the described easement area any traffic sign, signal or other traffic control device; and also the right to cut, trim, or remove from the described easement area any trees, shrubs, or other vegetation that in the Petitioner's judgment unreasonably interfere with the Petitioner's permitted use of the Permanent Traffic Sign Easement.

b. A **Permanent Drainage and Utility Easement** includes the right of the Petitioner, its employees, contractors and agents, to locate, construct, reconstruct, operate, maintain, inspect, alter, and repair within the described easement any of the following public improvements: underground storm sewer; underground water facilities; stormwater treatment facilities; surface drainageways and ponds; any utilities; underground pipes; conduits, culverts; other utilities and mains; together with the right to cut, trim, or remove from the described easement area any trees, shrubs, or other vegetation that in the Petitioner's judgment unreasonably interfere with the Petitioner's permitted use of the Drainage and Utility Easement.

c. A **Permanent Traffic Sign, Drainage and Utility Easement** includes the easement rights of the Permanent Traffic Sign Easement defined above and the Drainage and Utility Easement defined above.

d. A **Permanent Sidewalk, Trail, Drainage and Utility Easement** includes the right of the Petitioner, its employees, contractors, and agents to locate, construct, reconstruct, operate, maintain, inspect, alter, repair and replace within the described easement area any sidewalk, trail, retaining wall, streetlight, hydrant, curb, gutter or other facilities reasonably convenient for the use, operation, and maintenance of a sidewalk or trail; together with the right to place or store snow removed or plowed from the adjacent public street or trail; and also the right to cut, trim, or remove from the described easement area any trees, shrubs, or other vegetation that in the Petitioner's judgment unreasonably interfere with the Petitioner's permitted use of the Permanent Sidewalk and Trail Easement or facilities located within the described easement area, together with all the easement rights of the Permanent Drainage and Utility Easement defined above.

e. A **Permanent Right-Of-Way Easement** includes the right of the Petitioner, its employees, contractors, and agents to locate, construct, reconstruct, operate, maintain, inspect, alter, repair and replace within the described easement area any right-of-way, retaining wall, streetlight, hydrant, curb, gutter or other Project improvements; and also the right to cut, trim, or remove from the described easement area any trees, shrubs, or other vegetation that in the Petitioner's judgment unreasonably interfere with the Petitioner's

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State of Minnesota
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permitted use of the Permanent Right-Of-Way Easement or facilities located within the described easement area.

f. A **Permanent Street Light Easement** includes the right of the Petitioner, its employees, contractors, and agents to locate, construct, reconstruct, operate, maintain, inspect, alter, repair and replace within the described easement area any street light and related facilities; and also the right to cut, trim, or remove from the described easement area any trees, shrubs, or other vegetation that in the Petitioner's judgment unreasonably interfere with the Petitioner's permitted use of the Permanent Street Light Easement or facilities located within the described easement area.

g. A **Temporary Access Easement** includes the right of the Petitioner, its employees, contractors, and agents to ingress and egress over and upon the described easement area at all reasonable times to access the Project construction areas.

h. A **Temporary Construction Easement** includes the right of the Petitioner, its employees, contractors, and agents to enter upon the described easement area at all reasonable times to perform any and all actions reasonably necessary in connection with the construction of the Project, including without limitation: cut, trim or remove any trees, shrubs, or other vegetation that in the Petitioner's judgment unreasonably interferes with the Petitioner's construction activities; remove or deposit earthen materials and regrade the surface of the land; install and remove erosion control protection fencing; store and remove equipment and supplies as necessary for the construction of the Project; and restore disturbed areas as provided in the plans and specifications for the Project.

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Parcel 3:

Property Identification No.: 21.027.21.12.0006; Abstract Property

Property Address: 8490 East Point Douglas Road South, Cottage Grove, MN 55016

Legal Description of the Property: Lot 1, Block 1, Cottage Grove Commercial Addition, Washington County, Minnesota.

Legal Description of the Acquisition:

Permanent Traffic Sign Easement

A permanent easement for public traffic sign purposes over, under and across Lot 1, Block 1, COTTAGE GROVE COMMERCIAL ADDITION, according to said plat on file and of record in the office of the County Recorder, in and for, Washington County Minnesota, said easement is described as follows: Commencing at the most southerly corner of said Lot 1; thence North 42 degrees 10 minutes 22 seconds East, on an assumed bearing, along the southeasterly line of said Lot 1, 34.88 feet; thence South 68 degrees 38 minutes 47 seconds West, 22.50 feet; thence North 60 degrees 05 minutes 25 seconds West, 25.43 feet; thence South 35 degrees 49 minutes 27 seconds West, 8.66 feet; thence northwesterly 62.61 feet along a non-tangential curve, concave to the southwest, having a radius of 383.67 feet, a central angle of 09 degrees 20 minutes 58 seconds, and the chord of said curve bears North 58 degrees 51 minutes 02 seconds West to the point of beginning; thence northwesterly 5.98 feet along the extension of the last described curve having a central angle of 00 degrees 53 minutes 37 seconds said curve to be hereinafter known as curve A and said point to be hereinafter known as point A; thence North 25 degrees 34 minutes 52 seconds East, not tangent to the last described curve, 4.00 feet; thence South 63 degrees 58 minutes 19 seconds East, 6.05 feet; thence South 26 degrees 28 minutes 29 seconds West, 4.00 feet to the point of beginning.

AND

That part of said Lot 1 described as commencing at previously described Point A; thence northwesterly 70.18 feet along the northwesterly extension of previously described curve A, having a central angle of 10 degrees 28 minutes 51 seconds; thence westerly 33.30 feet, along a compound curve, having a radius of 823.67 feet, a central angle of 02 degrees 18 minutes 58 seconds and the chord of said curve bears North 76 degrees 03 minutes 27 seconds West to the point of beginning; thence continuing westerly 6.28 feet, along the extension of the last described curve, having a central angle of 00 degrees 26 minutes 12 seconds to the West line of said Lot 1; thence North 00 degrees 07 minutes 50 seconds East, along said West line, 4.09 feet; thence South 77 degrees 27 minutes 53 seconds East, 7.16 feet; thence South 12 degrees 34 minutes 32 seconds West, 4.00 feet to the point of beginning.

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Permanent Sidewalk, Trail, Drainage and Utility Easement

A permanent easement for public sidewalk, trail, drainage and utility purposes over, under and across that part of Lot 1, Block 1, COTTAGE GROVE COMMERCIAL ADDITION, according to said plat on file and of record in the office of the County Recorder, in and for, Washington County Minnesota.

Said easement is described as follows: Commencing at the most southerly corner of said Lot 1; thence North 42 degrees 10 minutes 22 seconds East, on an assumed bearing, along the southeast line of said Lot 1, 34.88; thence South 68 degrees 38 minutes 47 seconds West, 22.50 feet; thence North 60 degrees 05 minutes 25 seconds West, 25.43 feet; thence South 35 degrees 49 minutes 27 seconds West, 8.66 feet to the point of beginning; thence northwesterly, 138.77 feet along a non-tangential curve, concave to the southwest, having a radius of 383.67 feet, a central angle of 20 degrees 43 minutes 25 seconds, and the chord of said curve bears North 64 degrees 32 minutes 16 seconds West to a point of compound curvature; thence northwesterly 39.57 feet along said compound curve, having a radius of 823.67 feet, a central angle of 02 degrees 45 minutes 10 seconds and the chord of said curve bears North 76 degrees 16 minutes 33 seconds West to the West line of said Lot 1; thence South 00 degrees 07 minutes 50 seconds West, along said West line, 1.35 feet to the southwesterly line of said Lot 1; thence southeasterly 176.24 feet, along said southwesterly line and along a non-tangential curve, concave to the southwest, having a radius of 552.62 feet, a central angle of 19 degrees 19 minutes 16 seconds, and the chord of said curve bears South 66 degrees 03 minutes 13 seconds East; thence North 35 degrees 49 minutes 27 seconds East, 4.70 feet to the point of beginning.

Permanent Right-Of-Way Easement

A permanent easement for public right-of-way purposes over, under and across that part of Lot 1, Block 1, COTTAGE GROVE COMMERCIAL ADDITION, according to said plat on file and of record in the office of the County Recorder, in and for, Washington County Minnesota said easement is described as follows:

Beginning at the most southerly corner of said Lot 1; thence North 42 degrees 10 minutes 22 seconds East, on an assumed bearing along the southeasterly line of said Lot 1, 34.88 feet; thence South 68 degrees 38 minutes 47 seconds West, 22.50 feet; thence North 60 degrees 05 minutes 25 seconds West, 25.43 feet; thence South 35 degrees 49 minutes 27 seconds West, 13.36 feet to the southwesterly line of said Lot 1; thence southeasterly 33.64 feet, along said southeasterly line, to the point of beginning.

Temporary Construction Easement

A temporary easement for construction purposes over, under and across Lot 1, Block 1, COTTAGE GROVE COMMERCIAL ADDITION, according to said plat on file and of record in the office of the County Recorder, in and for, Washington County Minnesota, said easement is described as follows: Beginning at the most southerly corner of said Lot 1; North 42 degrees 10 minutes 22 seconds East, on an assumed bearing, along the southeasterly line of said Lot 1, 34.88

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feet; thence South 68 degrees 38 minutes 47 seconds West, 22.50 feet; thence North 60 degrees 05 minutes 25 seconds West, 25.43 feet to the point of beginning; thence South 35 degrees 49 minutes 27 seconds West, 8.66 feet; thence northwesterly 138.77 feet along a non-tangential curve, concave to the southwest, having a radius of 383.67 feet, a central angle of 20 degrees 43 minutes 25 seconds, a the chord of said curve bears North 64 degrees 32 minutes 16 seconds West to a point of compound curvature; thence northwesterly 39.57 feet along said compound curve, having a radius of 823.67 feet, a central angle of 02 degrees 45 minutes 10 seconds and the chord of said curve bears North 76 degrees 16 minutes 33 seconds West, to the West line of said Lot 1; thence North 00 degrees 07 minutes 50 seconds East, along said West line, 11.68 feet; thence South 70 degrees 08 minutes 30 seconds East, 52.74 feet; thence North 21 degrees 33 minutes 25 seconds East, 7.47 feet; thence South 68 degrees 26 minutes 35 seconds East, 77.00 feet; thence South 21 degrees 30 minutes 35 seconds West, 7.76 feet; thence South 68 degrees 14 minutes 18 seconds East, 33.75 feet; thence South 47 degrees 21 minutes 21 seconds East, 21.25 feet to the point of beginning.

AND

Commencing at the most southerly corner of said Lot 1; thence North 42 degrees 10 minutes 22 seconds East, on an assumed bearing, along the southeasterly line of said Lot 1, 84.91 feet to the point of beginning; thence 70.47 feet along said southeasterly line and along a tangential curve, concave to the northwest, having a radius of 2795.87 feet, a central angle of 01 degrees 26 minutes 39 seconds, to the most easterly corner of said Lot 1; thence North 49 degrees 16 minutes 16 seconds West, along the northeast line of said Lot 1, 22.22 feet; thence South 40 degrees 57 minutes 15 seconds West, 6.43 feet; thence South 08 degrees 15 minutes 11 seconds East, 25.28 feet; thence South 41 degrees 17 minutes 19 seconds West, 18.22 feet; thence South 35 degrees 54 minutes 11 seconds West, 29.32 feet to the point of beginning.

Said temporary construction easement shall commence on April 1, 2023 and terminate on June 30, 2025.

Said takings are subject to public easements, restrictions and reservations of record, if any.

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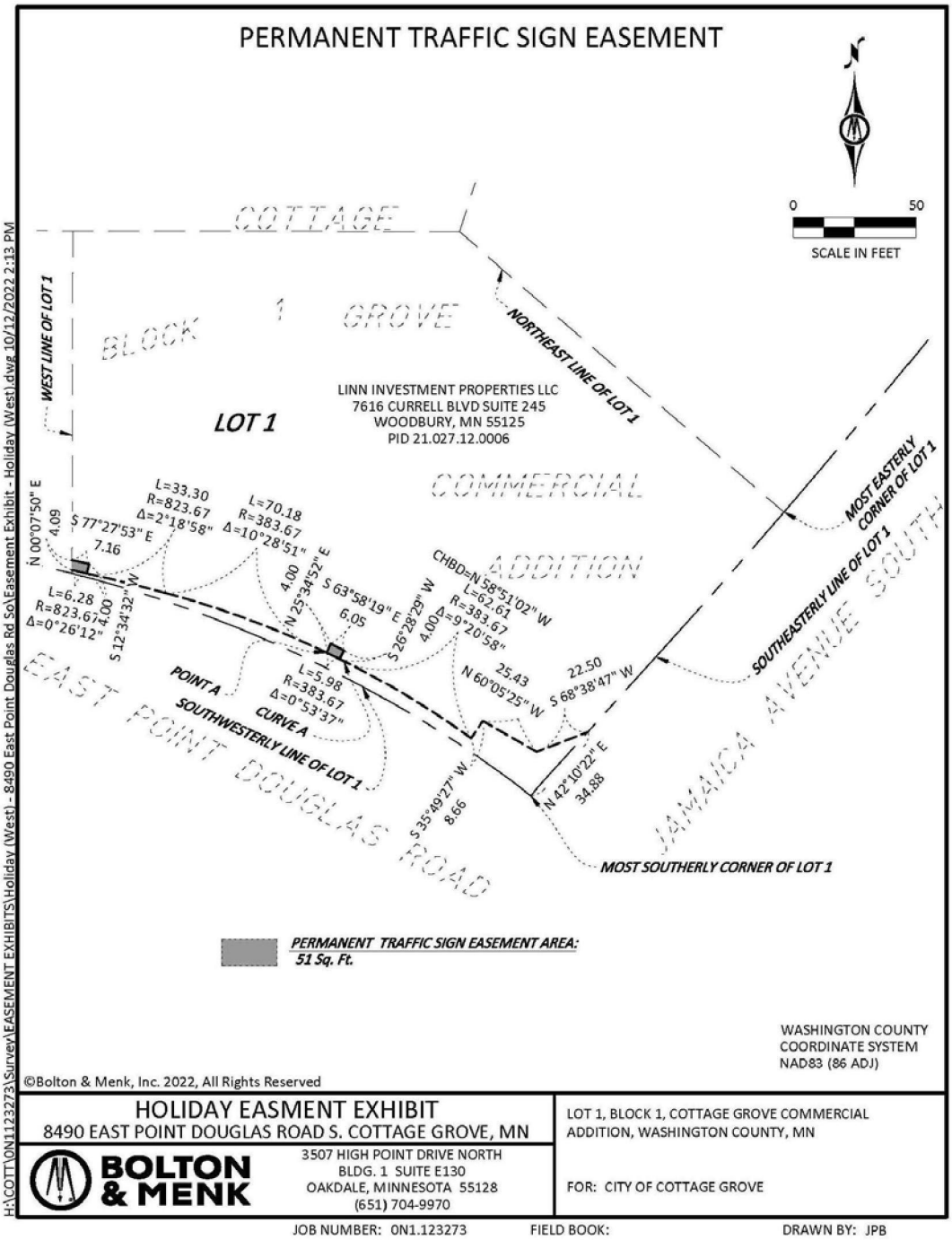
Names and Description of Interests to be Acquired

Name	Nature of Interest
Linn Investment Properties L.L.C., a Minnesota limited liability company	Fee Owner
Merchants Bank, National Association	Mortgagee
Parcel 2 Respondents	Easement Holder
Linn Retail Centers, Inc., a Minnesota corporation, d/b/a Holiday	Tenant
Holiday Diversified Services, LLC, a Minnesota limited liability company	Claimant of Interest
All other parties unknown, together with unknown heirs or devisees and spouses, if any	Possible Unknown Real Property Interest Owners

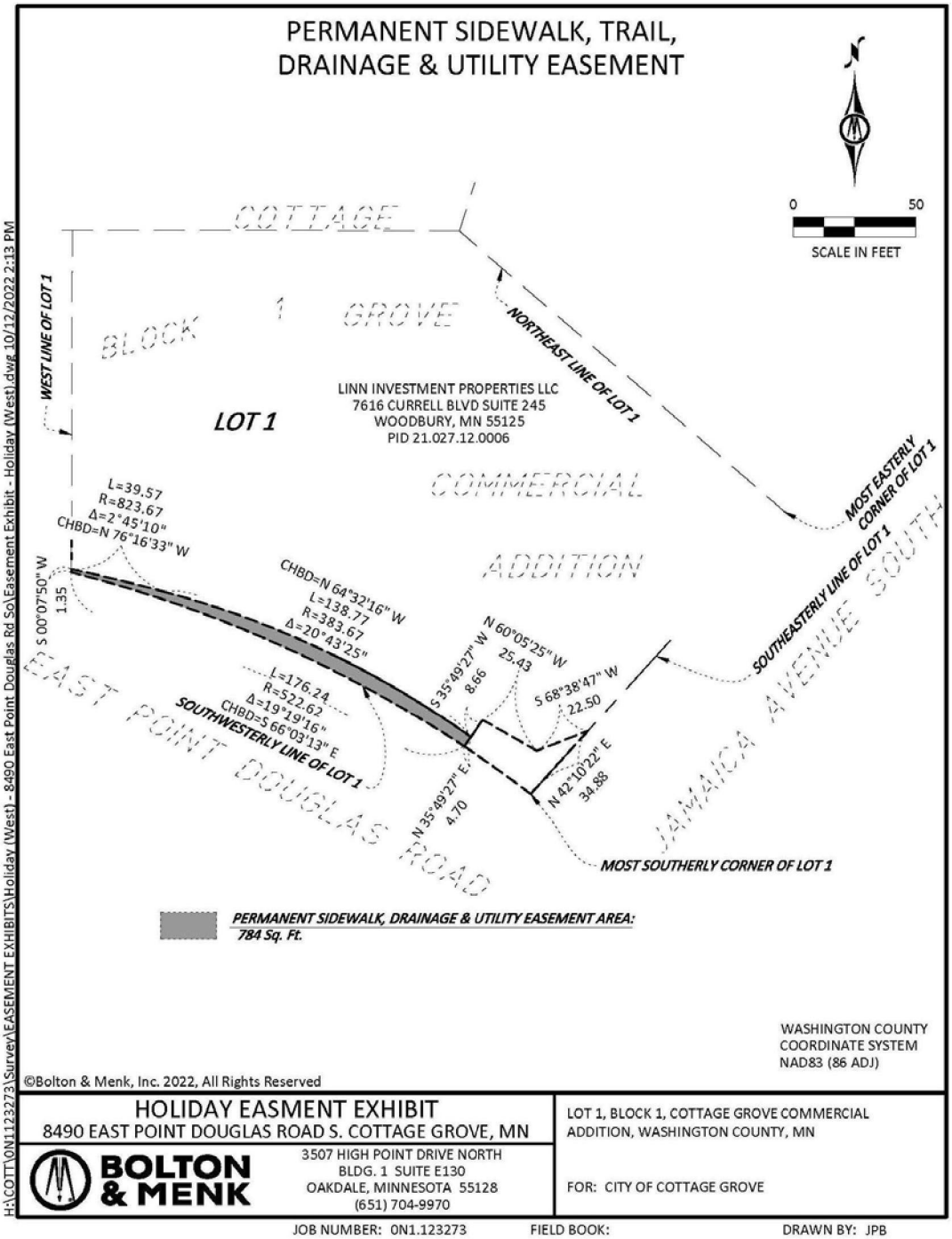
Notwithstanding the foregoing attempt to identify all interests held by a party named herein, it is Petitioner's intention to encumber all interests owned by the named respondents in the above-described real estate.

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12/5/2022 2:38 PM

Sketches of the Acquisition:



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State of Minnesota
12/5/2022 2:38 PM



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H:\COTT\ON1123273\Survey\EASEMENT EXHIBITS\Holiday (West) - 8490 East Point Douglas Rd So\Easement Exhibit - Holiday (West).dwg 10/12/2022 2:13 PM

HOLIDAY EASMENT EXHIBIT
8490 EAST POINT DOUGLAS ROAD S. COTTAGE GROVE, MN

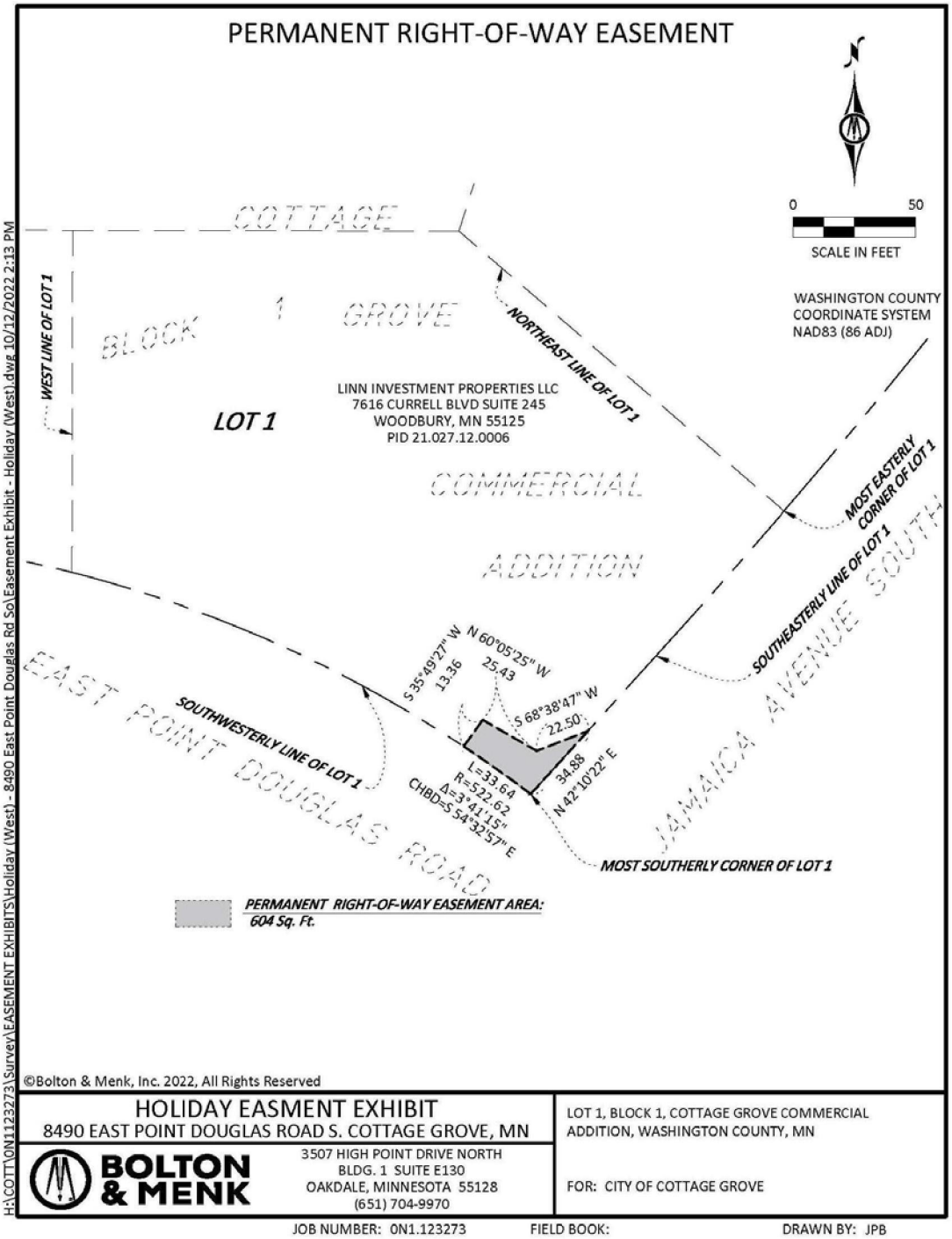
BOLTON & MENK
3507 HIGH POINT DRIVE NORTH
BLDG. 1 SUITE E130
OAKDALE, MINNESOTA 55128
(651) 704-9970

LOT 1, BLOCK 1, COTTAGE GROVE COMMERCIAL ADDITION, WASHINGTON COUNTY, MN

FOR: CITY OF COTTAGE GROVE

JOB NUMBER: 0N1.123273 FIELD BOOK: DRAWN BY: JPB

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State of Minnesota
12/5/2022 2:38 PM



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HOLIDAY EASMENT EXHIBIT
8490 EAST POINT DOUGLAS ROAD S. COTTAGE GROVE, MN

LOT 1, BLOCK 1, COTTAGE GROVE COMMERCIAL ADDITION, WASHINGTON COUNTY, MN

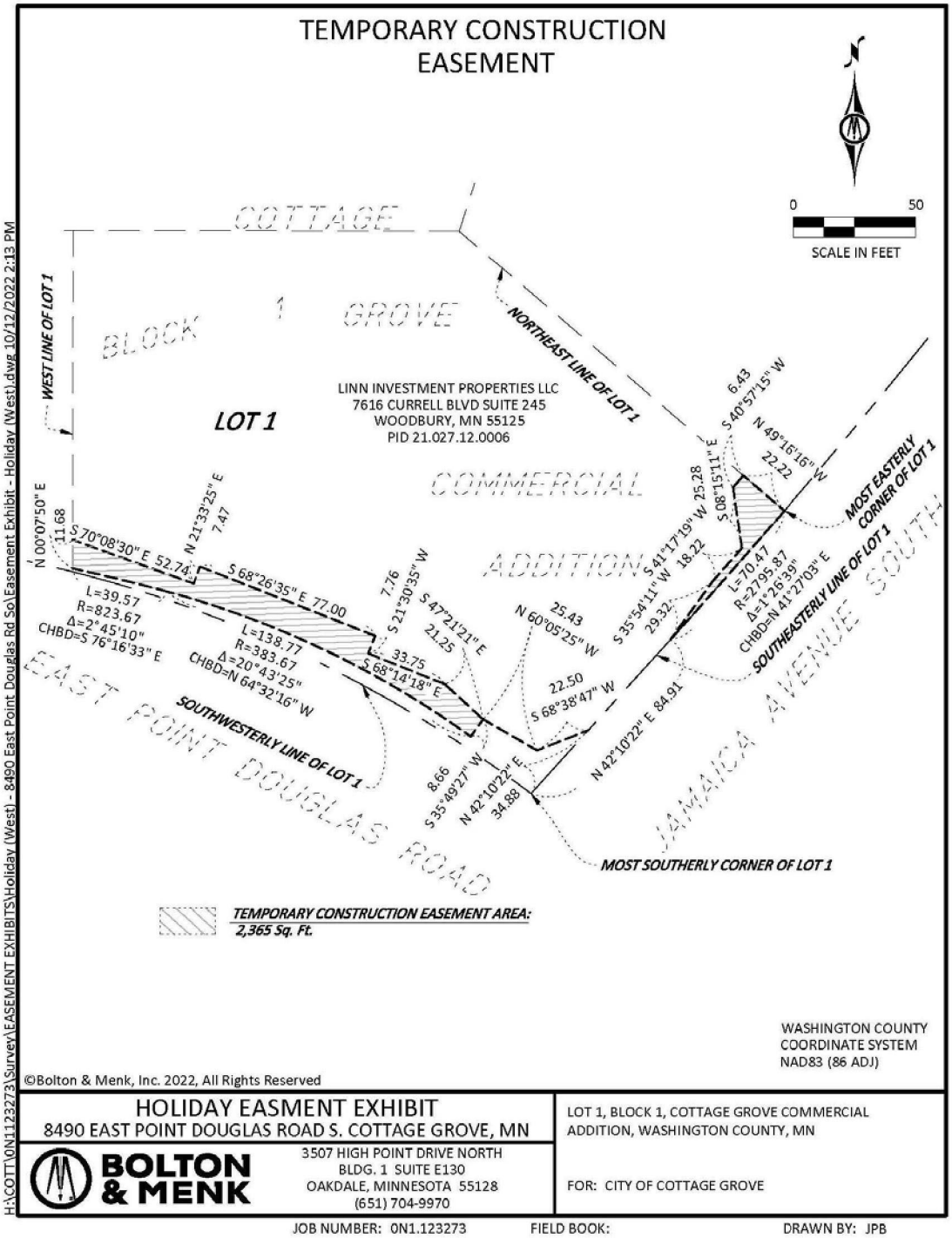
BOLTON & MENK
3507 HIGH POINT DRIVE NORTH
BLDG. 1 SUITE E130
OAKDALE, MINNESOTA 55128
(651) 704-9970

FOR: CITY OF COTTAGE GROVE

JOB NUMBER: 0N1.123273 FIELD BOOK: DRAWN BY: JPB

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HOLIDAY EASMENT EXHIBIT
8490 EAST POINT DOUGLAS ROAD S. COTTAGE GROVE, MN

LOT 1, BLOCK 1, COTTAGE GROVE COMMERCIAL ADDITION, WASHINGTON COUNTY, MN

FOR: CITY OF COTTAGE GROVE

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

JOB NUMBER: 0N1.123273 FIELD BOOK: DRAWN BY: JPB

EXHIBIT B
Stipulated Award

STATE OF MINNESOTA — DISTRICT COURT

COUNTY OF WASHINGTON — TENTH JUDICIAL DISTRICT

Court File No. 82-CV-22-5397
Case Type: Condemnation

City of Cottage Grove, a Minnesota municipal corporation,

Petitioner,

vs.

The Hopkins Family Real Estate Trust; et al.,

Respondents.

STIPULATION OF SETTLEMENT (Parcel 3)

The undersigned commissioners, appointed by the above-named Court, having qualified according to law, make the following award of damages with respect to the Petitioner's taking of property interests from Parcel 3 in the above-captioned matter (as described on the attached Exhibit A), as of March 6, 2023, which is the date of taking:

TO:	Linn Retail Centers, Inc. d/b/a Holiday:	$155,000.00
TO:	All other respondents:	$0.00
TOTAL DAMAGES TO ALL PARTIES:		**$155,000.00**

This award of damages is made after notice of viewing, notice of hearing, and an opportunity for possible claimants to be heard; and it is based on the Stipulation of Settlement entered into between the Petitioner City of Cottage Grove and Respondents Linn Investment

Properties L.L.C., Linn Retail Centers, Inc. d/b/a Holiday and Merchants Bank, National Association, which the commissioners received and accepted.

Dated: _____

_____
Commissioner

_____
Commissioner

_____
Commissioner

EXHIBIT A

Definitions

The easements described in this Exhibit A have the following scope:

a. A **Permanent Traffic Sign Easement** includes the right of the Petitioner, its employees, contractors, and agents to locate, construct, reconstruct, operate, maintain, inspect, alter, repair and replace within the described easement area any traffic sign, signal or other traffic control device; and also the right to cut, trim, or remove from the described easement area any trees, shrubs, or other vegetation that in the Petitioner's judgment unreasonably interfere with the Petitioner's permitted use of the Permanent Traffic Sign Easement.

b. A **Permanent Drainage and Utility Easement** includes the right of the Petitioner, its employees, contractors and agents, to locate, construct, reconstruct, operate, maintain, inspect, alter, and repair within the described easement any of the following public improvements: underground storm sewer; underground water facilities; stormwater treatment facilities; surface drainageways and ponds; any utilities; underground pipes; conduits, culverts; other utilities and mains; together with the right to cut, trim, or remove from the described easement area any trees, shrubs, or other vegetation that in the Petitioner's judgment unreasonably interfere with the Petitioner's permitted use of the Drainage and Utility Easement.

c. A **Permanent Traffic Sign, Drainage and Utility Easement** includes the easement rights of the Permanent Traffic Sign Easement defined above and the Drainage and Utility Easement defined above.

d. A **Permanent Sidewalk, Trail, Drainage and Utility Easement** includes the right of the Petitioner, its employees, contractors, and agents to locate, construct, reconstruct, operate, maintain, inspect, alter, repair and replace within the described easement area any sidewalk, trail, retaining wall, streetlight, hydrant, curb, gutter or other facilities reasonably convenient for the use, operation, and maintenance of a sidewalk or trail; together with the right to place or store snow removed or plowed from the adjacent public street or trail; and also the right to cut, trim, or remove from the described easement area any trees, shrubs, or other vegetation that in the Petitioner's judgment unreasonably interfere with the Petitioner's permitted use of the Permanent Sidewalk and Trail Easement or facilities located within the described easement area, together with all the easement rights of the Permanent Drainage and Utility Easement defined above.

e. A **Permanent Right-Of-Way Easement** includes the right of the Petitioner, its employees, contractors, and agents to locate, construct, reconstruct, operate, maintain, inspect, alter, repair and replace within the described easement area any right-of-way, retaining wall, streetlight, hydrant, curb, gutter or other Project improvements; and also the right to cut, trim, or remove from the described easement area any trees, shrubs, or other vegetation that in the Petitioner's judgment unreasonably interfere with the Petitioner's

permitted use of the Permanent Right-Of-Way Easement or facilities located within the described easement area.

f. A **Permanent Street Light Easement** includes the right of the Petitioner, its employees, contractors, and agents to locate, construct, reconstruct, operate, maintain, inspect, alter, repair and replace within the described easement area any street light and related facilities; and also the right to cut, trim, or remove from the described easement area any trees, shrubs, or other vegetation that in the Petitioner's judgment unreasonably interfere with the Petitioner's permitted use of the Permanent Street Light Easement or facilities located within the described easement area.

g. A **Temporary Access Easement** includes the right of the Petitioner, its employees, contractors, and agents to ingress and egress over and upon the described easement area at all reasonable times to access the Project construction areas.

h. A **Temporary Construction Easement** includes the right of the Petitioner, its employees, contractors, and agents to enter upon the described easement area at all reasonable times to perform any and all actions reasonably necessary in connection with the construction of the Project, including without limitation: cut, trim or remove any trees, shrubs, or other vegetation that in the Petitioner's judgment unreasonably interferes with the Petitioner's construction activities; remove or deposit earthen materials and regrade the surface of the land; install and remove erosion control protection fencing; store and remove equipment and supplies as necessary for the construction of the Project; and restore disturbed areas as provided in the plans and specifications for the Project.

Parcel 3:

Property Identification No.: 21.027.21.12.0006; Abstract Property

Property Address: 8490 East Point Douglas Road South, Cottage Grove, MN 55016

Legal Description of the Property: Lot 1, Block 1, Cottage Grove Commercial Addition, Washington County, Minnesota.

Legal Description of the Acquisition:

Permanent Traffic Sign Easement

A permanent easement for public traffic sign purposes over, under and across Lot 1, Block 1, COTTAGE GROVE COMMERCIAL ADDITION, according to said plat on file and of record in the office of the County Recorder, in and for, Washington County Minnesota, said easement is described as follows: Commencing at the most southerly corner of said Lot 1; thence North 42 degrees 10 minutes 22 seconds East, on an assumed bearing, along the southeasterly line of said Lot 1, 34.88 feet; thence South 68 degrees 38 minutes 47 seconds West, 22.50 feet; thence North 60 degrees 05 minutes 25 seconds West, 25.43 feet; thence South 35 degrees 49 minutes 27 seconds West, 8.66 feet; thence northwesterly 62.61 feet along a non-tangential curve, concave to the southwest, having a radius of 383.67 feet, a central angle of 09 degrees 20 minutes 58 seconds, and the chord of said curve bears North 58 degrees 51 minutes 02 seconds West to the point of beginning; thence northwesterly 5.98 feet along the extension of the last described curve having a central angle of 00 degrees 53 minutes 37 seconds said curve to be hereinafter known as curve A and said point to be hereinafter known as point A; thence North 25 degrees 34 minutes 52 seconds East, not tangent to the last described curve, 4.00 feet; thence South 63 degrees 58 minutes 19 seconds East, 6.05 feet; thence South 26 degrees 28 minutes 29 seconds West, 4.00 feet to the point of beginning.

AND

That part of said Lot 1 described as commencing at previously described Point A; thence northwesterly 70.18 feet along the northwesterly extension of previously described curve A, having a central angle of 10 degrees 28 minutes 51 seconds; thence westerly 33.30 feet, along a compound curve, having a radius of 823.67 feet, a central angle of 02 degrees 18 minutes 58 seconds and the chord of said curve bears North 76 degrees 03 minutes 27 seconds West to the point of beginning; thence continuing westerly 6.28 feet, along the extension of the last described curve, having a central angle of 00 degrees 26 minutes 12 seconds to the West line of said Lot 1; thence North 00 degrees 07 minutes 50 seconds East, along said West line, 4.09 feet; thence South 77 degrees 27 minutes 53 seconds East, 7.16 feet; thence South 12 degrees 34 minutes 32 seconds West, 4.00 feet to the point of beginning.

Permanent Sidewalk, Trail, Drainage and Utility Easement

A permanent easement for public sidewalk, trail, drainage and utility purposes over, under and across that part of Lot 1, Block 1, COTTAGE GROVE COMMERCIAL ADDITION, according to said plat on file and of record in the office of the County Recorder, in and for, Washington County Minnesota.

Said easement is described as follows: Commencing at the most southerly corner of said Lot 1; thence North 42 degrees 10 minutes 22 seconds East, on an assumed bearing, along the southeast line of said Lot 1, 34.88; thence South 68 degrees 38 minutes 47 seconds West, 22.50 feet; thence North 60 degrees 05 minutes 25 seconds West, 25.43 feet; thence South 35 degrees 49 minutes 27 seconds West, 8.66 feet to the point of beginning; thence northwesterly, 138.77 feet along a non-tangential curve, concave to the southwest, having a radius of 383.67 feet, a central angle of 20 degrees 43 minutes 25 seconds, and the chord of said curve bears North 64 degrees 32 minutes 16 seconds West to a point of compound curvature; thence northwesterly 39.57 feet along said compound curve, having a radius of 823.67 feet, a central angle of 02 degrees 45 minutes 10 seconds and the chord of said curve bears North 76 degrees 16 minutes 33 seconds West to the West line of said Lot 1; thence South 00 degrees 07 minutes 50 seconds West, along said West line, 1.35 feet to the southwesterly line of said Lot 1; thence southeasterly 176.24 feet, along said southwesterly line and along a non-tangential curve, concave to the southwest, having a radius of 552.62 feet, a central angle of 19 degrees 19 minutes 16 seconds, and the chord of said curve bears South 66 degrees 03 minutes 13 seconds East; thence North 35 degrees 49 minutes 27 seconds East, 4.70 feet to the point of beginning.

Permanent Right-Of-Way Easement

A permanent easement for public right-of-way purposes over, under and across that part of Lot 1, Block 1, COTTAGE GROVE COMMERCIAL ADDITION, according to said plat on file and of record in the office of the County Recorder, in and for, Washington County Minnesota said easement is described as follows:

Beginning at the most southerly corner of said Lot 1; thence North 42 degrees 10 minutes 22 seconds East, on an assumed bearing along the southeasterly line of said Lot 1, 34.88 feet; thence South 68 degrees 38 minutes 47 seconds West, 22.50 feet; thence North 60 degrees 05 minutes 25 seconds West, 25.43 feet; thence South 35 degrees 49 minutes 27 seconds West, 13.36 feet to the southwesterly line of said Lot 1; thence southeasterly 33.64 feet, along said southeasterly line, to the point of beginning.

Temporary Construction Easement

A temporary easement for construction purposes over, under and across Lot 1, Block 1, COTTAGE GROVE COMMERCIAL ADDITION, according to said plat on file and of record in the office of the County Recorder, in and for, Washington County Minnesota, said easement is described as follows: Beginning at the most southerly corner of said Lot 1; North 42 degrees 10 minutes 22 seconds East, on an assumed bearing, along the southeasterly line of said Lot 1, 34.88

feet; thence South 68 degrees 38 minutes 47 seconds West, 22.50 feet; thence North 60 degrees 05 minutes 25 seconds West, 25.43 feet to the point of beginning; thence South 35 degrees 49 minutes 27 seconds West, 8.66 feet; thence northwesterly 138.77 feet along a non-tangential curve, concave to the southwest, having a radius of 383.67 feet, a central angle of 20 degrees 43 minutes 25 seconds, a the chord of said curve bears North 64 degrees 32 minutes 16 seconds West to a point of compound curvature; thence northwesterly 39.57 feet along said compound curve, having a radius of 823.67 feet, a central angle of 02 degrees 45 minutes 10 seconds and the chord of said curve bears North 76 degrees 16 minutes 33 seconds West, to the West line of said Lot 1; thence North 00 degrees 07 minutes 50 seconds East, along said West line, 11.68 feet; thence South 70 degrees 08 minutes 30 seconds East, 52.74 feet; thence North 21 degrees 33 minutes 25 seconds East, 7.47 feet; thence South 68 degrees 26 minutes 35 seconds East, 77.00 feet; thence South 21 degrees 30 minutes 35 seconds West, 7.76 feet; thence South 68 degrees 14 minutes 18 seconds East, 33.75 feet; thence South 47 degrees 21 minutes 21 seconds East, 21.25 feet to the point of beginning.

AND

Commencing at the most southerly corner of said Lot 1; thence North 42 degrees 10 minutes 22 seconds East, on an assumed bearing, along the southeasterly line of said Lot 1, 84.91 feet to the point of beginning; thence 70.47 feet along said southeasterly line and along a tangential curve, concave to the northwest, having a radius of 2795.87 feet, a central angle of 01 degrees 26 minutes 39 seconds, to the most easterly corner of said Lot 1; thence North 49 degrees 16 minutes 16 seconds West, along the northeast line of said Lot 1, 22.22 feet; thence South 40 degrees 57 minutes 15 seconds West, 6.43 feet; thence South 08 degrees 15 minutes 11 seconds East, 25.28 feet; thence South 41 degrees 17 minutes 19 seconds West, 18.22 feet; thence South 35 degrees 54 minutes 11 seconds West, 29.32 feet to the point of beginning.

Said temporary construction easement shall commence on April 1, 2023 and terminate on June 30, 2025.

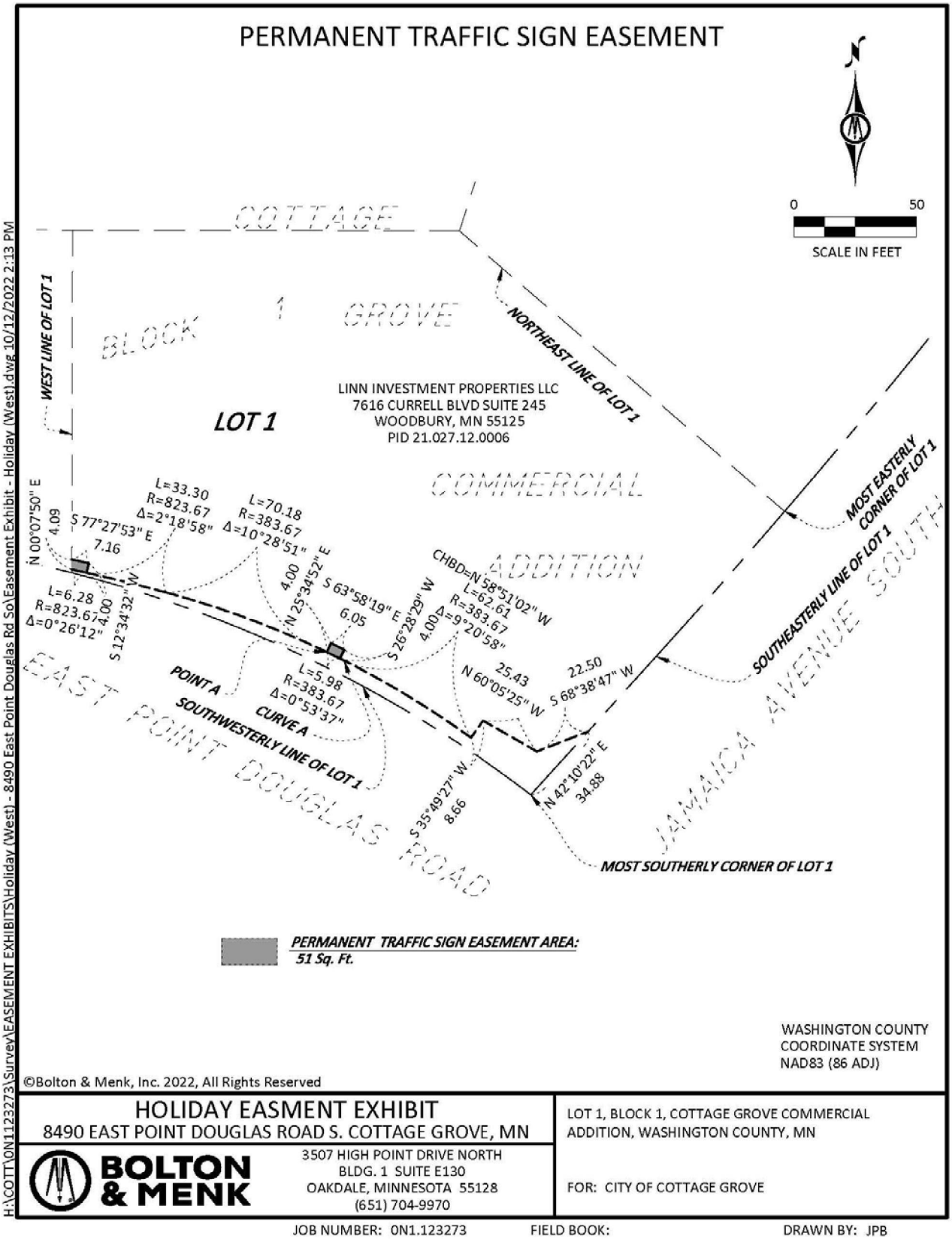
Said takings are subject to public easements, restrictions and reservations of record, if any.

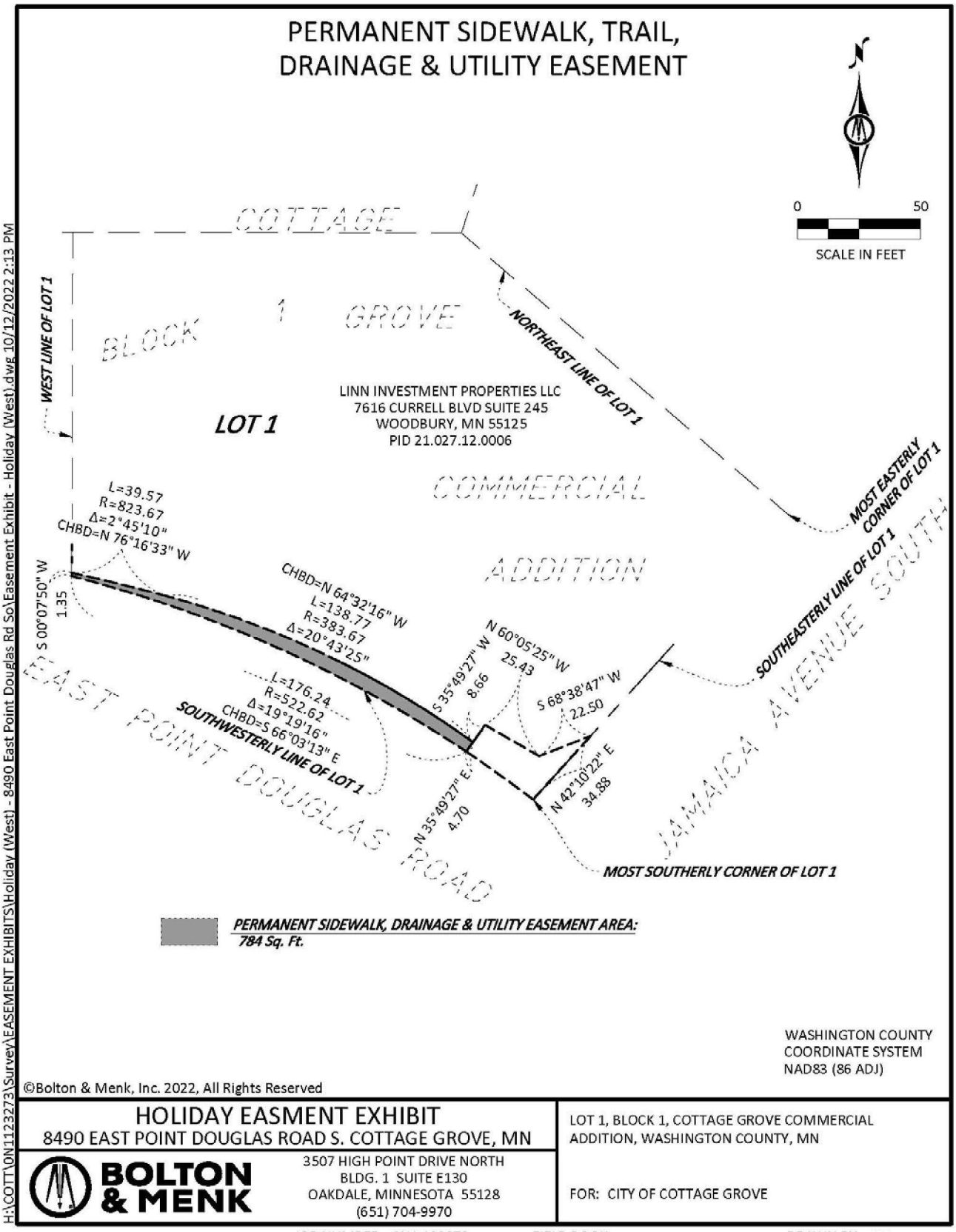
Names and Description of Interests to be Acquired

Name	Nature of Interest
Linn Investment Properties L.L.C., a Minnesota limited liability company	Fee Owner
Merchants Bank, National Association	Mortgagee
Parcel 2 Respondents	Easement Holder
Linn Retail Centers, Inc., a Minnesota corporation, d/b/a Holiday	Tenant
Holiday Diversified Services, LLC, a Minnesota limited liability company	Claimant of Interest
All other parties unknown, together with unknown heirs or devisees and spouses, if any	Possible Unknown Real Property Interest Owners

Notwithstanding the foregoing attempt to identify all interests held by a party named herein, it is Petitioner's intention to encumber all interests owned by the named respondents in the above-described real estate.

Sketches of the Acquisition:





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HOLIDAY EASMENT EXHIBIT

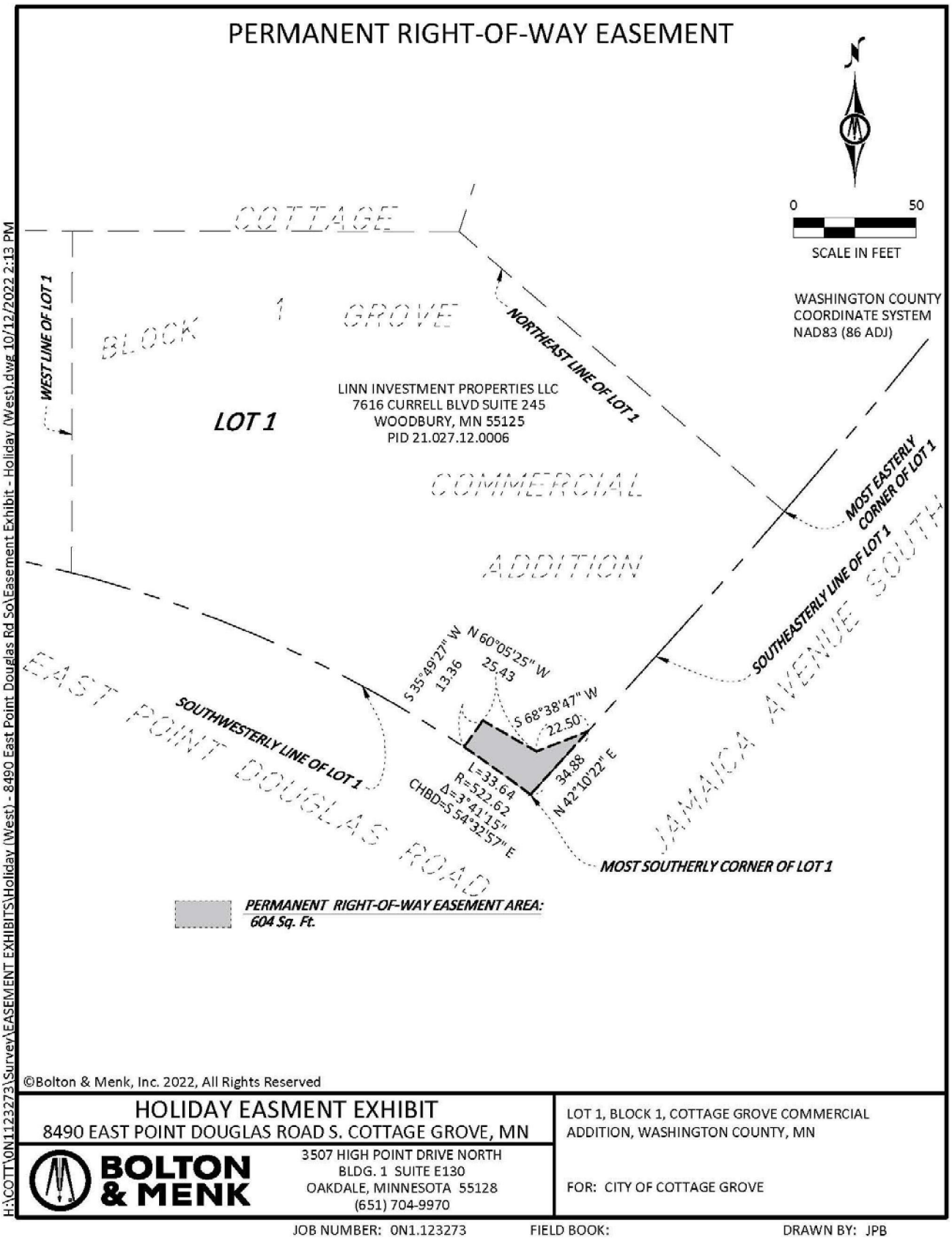
8490 EAST POINT DOUGLAS ROAD S. COTTAGE GROVE, MN

LOT 1, BLOCK 1, COTTAGE GROVE COMMERCIAL ADDITION, WASHINGTON COUNTY, MN

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

FOR: CITY OF COTTAGE GROVE

JOB NUMBER: 0N1.123273 FIELD BOOK: DRAWN BY: JPB



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HOLIDAY EASMENT EXHIBIT

8490 EAST POINT DOUGLAS ROAD S. COTTAGE GROVE, MN

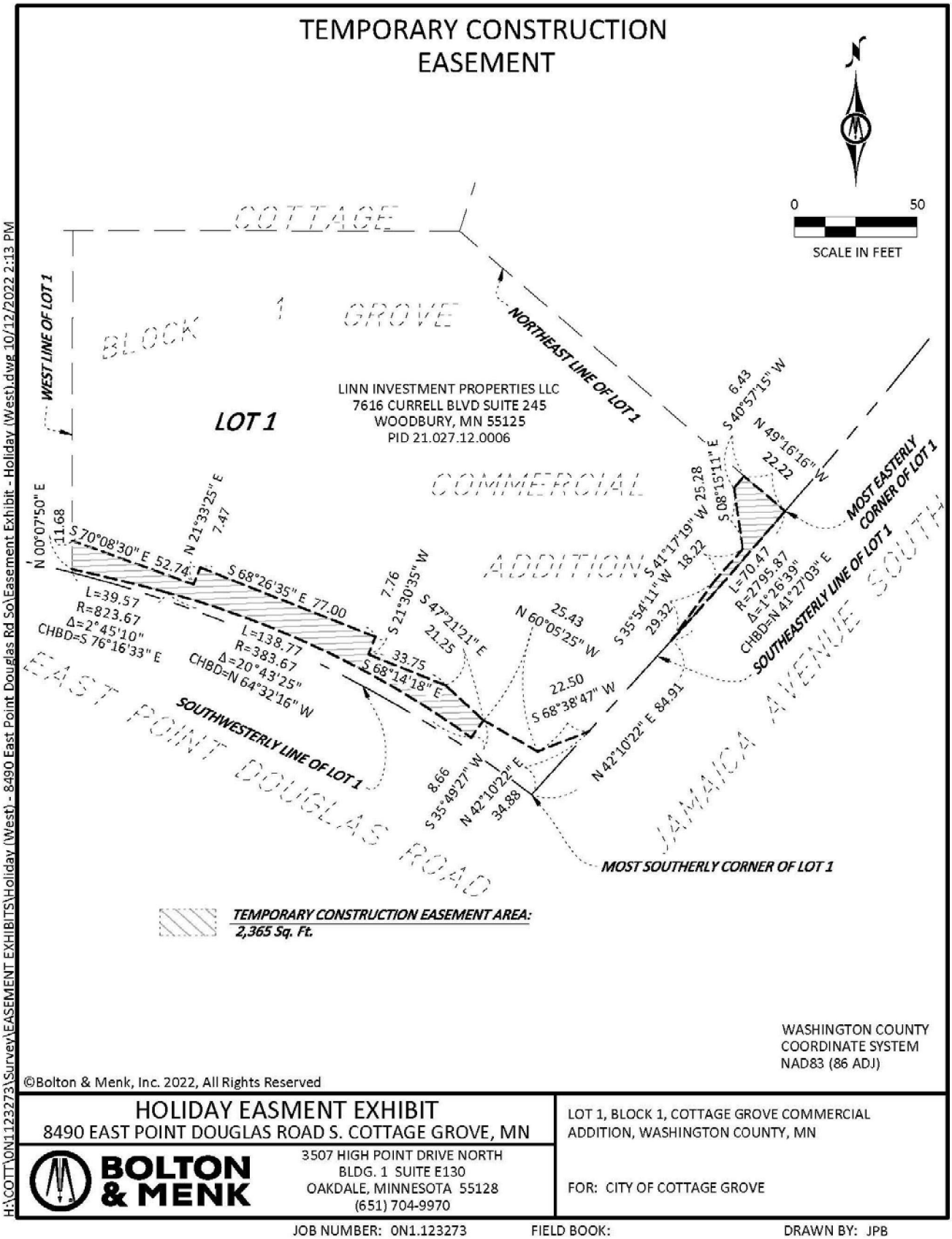
LOT 1, BLOCK 1, COTTAGE GROVE COMMERCIAL ADDITION, WASHINGTON COUNTY, MN

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HOLIDAY EASMENT EXHIBIT

8490 EAST POINT DOUGLAS ROAD S. COTTAGE GROVE, MN

LOT 1, BLOCK 1, COTTAGE GROVE COMMERCIAL ADDITION, WASHINGTON COUNTY, MN

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

FOR: CITY OF COTTAGE GROVE

JOB NUMBER: 0N1.123273 FIELD BOOK: DRAWN BY: JPB

City Council Action Request

Cottage Grove
Where Pride and Prosperity Meet

7O

Meeting Date	2/15/2023
Department	Community Development
Agenda Category	Consent Agenda
Title	Mississippi Dunes - Purchase Agreement and Agreement with Washington County for use of Land and Water Legacy Program Funding
Staff Recommendation	Adopt Resolution 2023-027 approving the Purchase Agreement for Outlot D of the Mississippi Dunes Final Plat and approving the Agreement with Washington County for use of Land and Water Legacy Program funding and authorize signatures on said agreements.
Budget Implication	N/A

Attachments

Mississippi Dunes Agreements CC Memo.tif	1.61MB
Mississippi Dunes Agreements Resolution.tif	989.97KB
Mississippi Dunes Purchase Agreement.tif	12.57MB
Mississippi Dunes Washington County Agreement.tif	4.26MB
Mississippi Dunes Draft Conservation Easement.tif	20.28MB

Cottage Grove
Where Pride and Prosperity Meet

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

FROM: Emily Schmitz, Senior Planner

DATE: February 9, 2023

RE: Mississippi Dunes – Purchase Agreement

Proposal

The City Council is requested to adopt a resolution approving the Purchase Agreement for Outlot D of the Mississippi Dunes Final Plat and approving the Agreement with Washington County for use of Land and Water Legacy Program funding and authorize signatures on said agreements.

Background

In 2018, as part of the 2040 Comprehensive Plan, the former Mississippi Dunes golf course was guided as "Transitional Planning Area" which requires master planning efforts prior to any redevelopment opportunities. The City of Cottage Grove initiated drafting the Mississippi Dunes Master Plan in early 2021 to facilitate and begin the master planning process for the former golf course prior to redevelopment. The Master Plan was granted final approval by the City Council on November 17, 2021.

Following the Master Plan approval, the development applicant at the time (Pulte) completed an Environmental Assessment Worksheet (EAW) and worked through the required processes. The official 30-day review/comment period expired on January 6, 2022, and the Council reviewed the comments on February 2, 2022. From the comments received, it was determined that additional evaluation efforts including at EIS would not be required.

At its March 16, 2022, meeting, the City Council approved Pulte Homes' request for a preliminary plat (Resolution 2022-048), site plan review (Resolution 2022-048), and zoning amendment (Ordinance 1053). The preliminary plat consisted of 312 single family lots, 8 twin home units, and a 52-unit senior living cooperative. The plat also included dedication of the required park land as part of the project, purchase of additional acreage by the City for additional river front open space, and sale of additional acreage to the DNR to expand the existing SNA area to the east. The proposed preliminary plat aligned with the City's adopted Master Plan.

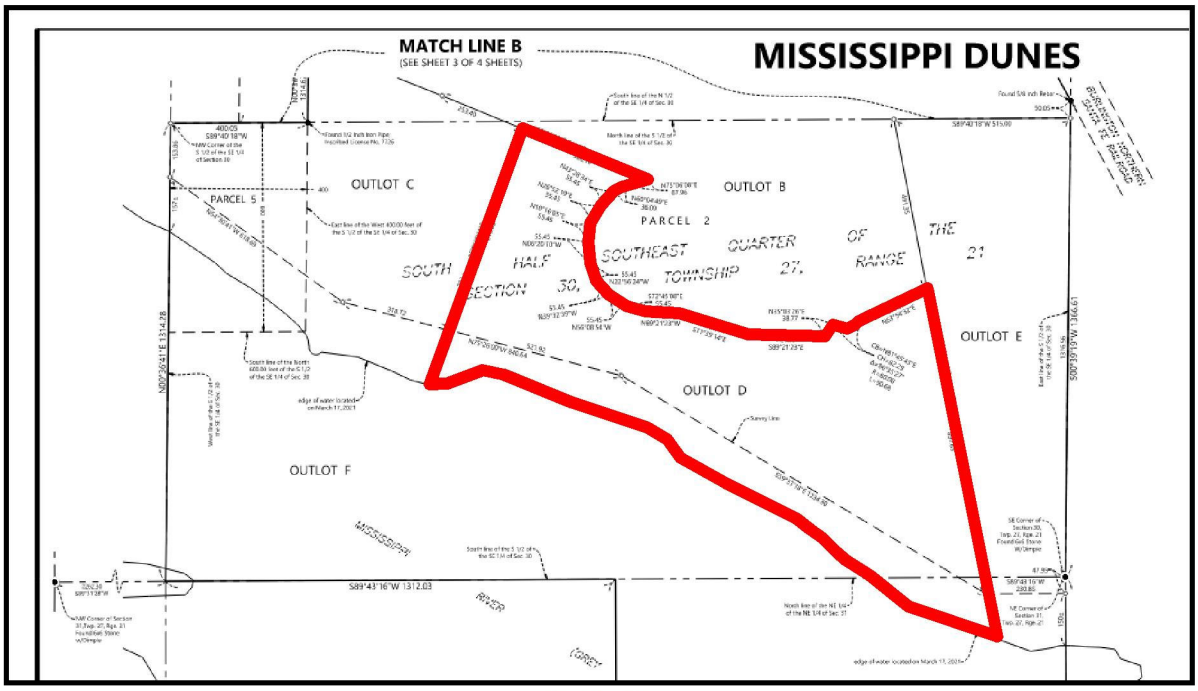
Due to various factors related to market conditions, the previous applicant (Pulte Homes) has decided not to move forward with the proposed project in 2023. However, the landowner has agreed to move forward with a final plat creating the outlots related to the planned park and open space adjacent to the Mississippi River. The final plat will create two outlots for future City open space (one as park dedication, one for City purchase), two outlots for future Department of Natural Resources (DNR) purchase, and Right of Way for 103rd Street.

Purchase Agreement

As part of the final plat, Outlot D will be 19.91 acres of land which is planned to be purchased by the City for future park area along the Mississippi River. A purchase agreement is required in order for the City to purchase Outlot D from the current property owner.

County Agreement

At the Council's October 6, 2021 meeting, a resolution was adopted to request funding partnership from Washington County's Land and Water Legacy Program for the land acquisition. Next steps include entering into an agreement with Washington County to utilize County's Land and Water Legacy funds for the purchase of the property, with the understanding that a Conservation Easement will be recorded against the property at closing, preserving its current natural state, with the exception of maintenance of existing trails. A draft of the conservation easement has been attached. Once the agreement is in place, the County Board will review the request for appropriateness with the program.



Outlot D

Recommendation

The City Council is recommended adopt a resolution approving the Purchase Agreement for Outlot D of the Mississippi Dunes Final Plat and approving the Agreement with Washington County for use of Land and Water Legacy Program funding and authorize signatures on said agreements.

Attachments:

- Purchase Agreement with The Dunes LLC
- Agreement with Washington County
- Draft Conservation Easement

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2023-027

A RESOLUTION APPROVING THE PURCHASE AGREEMENT WITH THE DUNES LLC AND AN AGREEMENT WITH WASHINGTON COUNTY

WHEREAS, the City Council of the City of Cottage Grove ("City") desires to acquire 19.91 acres of land to preserve as passive park and open space, which certain real property located in Washington County, Minnesota is legally described as follows:

Outlot E, Mississippi Landing

Abstract Property

[Title Commitment legal description to govern]

("Property"); and

WHEREAS, the City of Cottage Grove, a Minnesota municipal corporation ("City"), desires to purchase the Property, pursuant to a Purchase Agreement by and between The Dunes LLC and the City; and

WHEREAS, the City has requested that Washington County's Land and Water Legacy Program funds be used to cover a portion of the purchase price for the Property; and

WHEREAS, the County requires the City to enter into an Agreement governing the use of the funds and imposing certain obligations on the City, including recording a Conservation Agreement against the Property thereby preserving its use as a passive park and open space in perpetuity; and

WHEREAS, the City is willing to purchase the Property with the use of the County funds and other funding and agrees to comply with the terms and conditions of the Agreement.

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

1. The purchase of Property is in the best interest of the public and furthers the City's general plan of preserving, maintaining and expanding parks and open space.

2. The City Council approves the Purchase Agreement with The Dunes LLC for the Property as defined herein, subject to minor modification as approved by the City Attorney, and the appropriate officials are authorized to take such action as to effectuate its execution and implementation.

3. The City Council approves the Agreement with Washington County in the amount of $500,000 from the County's Land and Water Legacy Program to be used to cover a portion of the purchase price of the Property, subject to minor modification as approved by the City Attorney, and the appropriate officials are authorized to take such action as to effectuate its execution and implementation.

Adopted this 15th day of February, 2023.

_____
Myron Bailey, Mayor

Attest:

_____
Tamara Anderson, City Clerk

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") is made as of _____, 2023 ("Effective Date"), by and between The Dunes LLC, a Minnesota limited liability company ("Seller"), and the City of Cottage Grove, a Minnesota municipal corporation ("City").

RECITALS

Recital No. 1. Seller is the owner of real property, located in Cottage Grove, Washington County, Minnesota, legally described on Exhibit A and depicted on Exhibit B (the "Property"), attached hereto and incorporated herein by reference.

Recital No. 2. Seller agrees to convey the Property to City on the terms and conditions of this Agreement.

Recital No. 3. City desires to purchase the Property from Seller on the terms and conditions of this Agreement.

NOW THEREFORE, for mutual consideration, the Seller and the City agree as follows:

1. **Sale**.

   1.1 **Sale**. Subject to the terms and provisions of this Agreement, Seller shall sell to City, and City shall purchase from Seller, the Property on the date of Closing.

   1.2 **Purchase Price**. The purchase price to be paid by City to Seller for the Property shall be One Million and 00/100s Dollars ($1,000,000.00) (the "Purchase Price"), payable as follows: (a) $20,000.00, as earnest money, to be paid to DCA Title Inc., 7373 147th Street West, Apple Valley, MN 55124 ("Title") upon execution of this Agreement; and (b) the balance on the Closing Date (as defined in Section 6) subject to those adjustments, prorations, and credits described in this Agreement, in cash or certified funds or by wire transfer pursuant to instructions from Seller or Title. The Closing will occur at Title, unless otherwise agreed to by the parties. If this Agreement is terminated by the City as a result of a default by Seller, then the Earnest Money shall be returned to the City and neither Seller nor the City shall be liable to the other for any further obligations under this Agreement (except for such obligations as specifically survive termination of this Agreement).

2. **Available Surveys, Tests, and Reports.** Within five (5) days of the Effective Date, Seller shall cause to be delivered to the City to the extent same are in the possession and control of Seller: (a) copies of any surveys, soil tests and environmental reports previously conducted on the Property; (b) copies of leases associated with the Property, (c) copies of existing title work for the Property (the "Due Diligence Materials"). Seller makes no representations or warranties regarding the accuracy or completeness of the Due Diligence Materials. The City acknowledges that the sale of the Property is "AS-IS", "WHERE IS,"

and "WITH ALL FAULTS", and that it is the obligation of City to conduct and complete its due diligence and investigations relating to the Property.

3. **City's Investigations.** For a period up to the Closing Date, Seller shall allow City and City's agents access to the Property without charge and at all times for the purpose of City's investigation and testing of the Property, including surveying and testing of soil and groundwater and any and all related environmental testing ("City's Investigations"); provided, however, City shall not perform any invasive testing unless (a) Seller gives its prior approval of City's consultant that will perform the testing, which approval shall not be unreasonably withheld, conditioned or delayed, and (b) City gives Seller reasonable prior notice of such testing. City shall pay all costs and expenses of the City's Investigations and shall indemnify and hold Seller and the Property harmless from all costs and liabilities, including but not limited to mechanics' liens, property damage, injuries to City's employees, agents or third-party subcontractors retained by City in connection with City's investigation of the property, arising from or related to the City's investigation of the Property. Notwithstanding, City shall not be responsible for liens, liability, loss, expense or costs arising out of the presence of Hazardous Substances (as such term is defined in Section 9.1(H)) on the Property or otherwise arising out of Seller's noncompliance with any Environmental Law (as such term is defined in Section 9.1(H)) or other law or regulation. Seller shall have the right to accompany City during any of City's Investigations of the Property. If requested by Seller, City shall provide to Seller copies of all third-party, non-confidential written test results and reports conducted as part of City's Investigations. City shall pay all of the costs and expenses associated with City's Investigations, to cause to be released any lien on the Property arising as a result of City's Investigations, and to repair and restore, at City's expense, any damage to the Property caused by City's Investigations. The indemnification obligations set forth herein shall survive termination or cancellation of this Agreement.

4. **Insurance; Risk of Loss.** Seller assumes all risk of destruction, loss or damage to the Property prior to the Closing Date, unless any destruction, loss or damage has been caused by the City or its employees, agents or third-party subcontractors retained by City. If, prior to the Closing Date, all or any portion of the Property or access thereto is condemned, taken by eminent domain, or damaged by cause of any nature, Seller shall immediately give City notice of such condemnation, taking or damage. This paragraph shall not apply to any condemnation, eminent domain proceeding initiated by the City, or damage to the Property caused by the City or its employees, agents or third-party subcontractors retained by City. After receipt of notice of such condemnation, taking or damage (from Seller or otherwise), City shall have the option (to be exercised in writing within thirty (30) days of receipt of such notice) either (a) to require Seller to (i) convey the Property at Closing (as defined in Section 6) to City in its damaged condition, upon and subject to all of the other terms and conditions of this Agreement, without reduction of the Purchase Price, (ii) assign to City at Closing all of Seller's right, title and interest in and to any claims Seller may have to insurance proceeds, if any, condemnation awards and/or any causes of action with respect to such condemnation or taking of or damage to the Property or access thereto, and (iii) pay to City at Closing by certified or official bank check all payments made prior to the Closing Date under such insurance policies, if any or by such condemning authorities, or (b) to terminate this Agreement by giving notice of such termination to Seller, whereupon

this Agreement shall be terminated and thereafter neither party shall have any further obligations to the other, except for such obligations and liabilities that specifically survive termination of this Agreement. If the right to terminate this Agreement is not exercised in writing within such thirty (30) day period, such right shall be deemed to have been waived.

5. **Contingencies**.

5.1. **City's Contingencies**.

A. Unless waived by City in writing or waived by the passage of time in the manner set forth herein, City's obligation to proceed to Closing shall be subject to (a) performance by Seller of its obligations hereunder, (b) the continued accuracy of Seller's representations and warranties provided in Section 9.1, and (c) City's satisfaction, in City's sole discretion, as to the contingencies described in this Section 5.1 within the time periods set forth below:

(1) On or before the Closing Date, City shall have determined, in its sole discretion, that it is satisfied with (a) the results of and matters disclosed by City's Investigations, City's physical and environmental inspections of the Property (including, but not limited to surveys, soil tests, engineering inspections, hazardous substance and environmental reviews of the Property), (b) all costs associated with the mitigation, remediation, and clean-up related to the City Investigations, and (c) all other inspections and due diligence regarding the Property, including any Due Diligence Materials. If City has not terminated this Agreement on or before the Closing Date, the contingency set forth in this paragraph shall be deemed waived.

(2) On or before the Closing Date, City shall have received from Title an irrevocable commitment to issue a title insurance policy for the Property in a form and substance satisfactory to City in City's sole discretion, not disclosing any encumbrance not acceptable to City in City's sole discretion. If City has not terminated this Agreement on or before the Closing Date, the contingency set forth in this paragraph shall be deemed waived.

(3) On or before the Closing Date, Seller shall obtain an ALTA survey for Seller's Property certified to City and Title.

(4) On or before the Closing Date, as required by Title, Seller shall have obtained board authorization for recording on the Closing Date.

(5) On or before the Closing Date, Seller shall have obtained releases of the Property from any and all mortgages or other monetary liens

affecting any of the Property, if any.

(6) On or before the Closing Date, Seller shall have obtained all valid, necessary and sufficient waivers, assignments, subordinations, non-disturbance, attornments, approvals, authorizations, estoppel certificates and consents of each and every party whose waiver, subordination, non-disturbance, attornment, approval, authorization, estoppel certificate or consent shall be required to transfer the Property and consummate the transactions contemplated by this Agreement, if any.

(7) On or before the Closing Date, Seller shall execute an assignment and assumption of surviving contracts, permits and licenses, warranties, and intangible property conveying to City with warranties the surviving contracts, permits and licenses, warranties and intangible property, free and clear of all encumbrances, together with the consent of all parties having the right to consent to such assignment, if any.

(8) On or before the Closing Date, Seller shall execute a Bring-Down Certificate certifying that all of the warranties and representations made by Seller in this Agreement remain true as of the date of closing.

(9) On or before the Closing Date, the termination or elimination of any and all option to purchase rights, Rights of First Refusal, or Rights of First Offer related to the Property, if any, to the satisfaction of the City.

(10) On or before the Closing Date, the Washington County Board of Commissioners has approved and awarded $500,000 in funds from the county's land and water legacy program to the City for this purchase.

(11) On or before the Closing Date, City has been awarded the Department of Natural Resources funding in the amount of $500,000.

(12) On or before the Closing Date, City has obtained final approval to record a plat creating the Property as a separate tax lot, at City's expense. Seller agrees to assist and cooperate with the City in obtaining final plat approval.

(13) On or before the Closing Date, Seller, at Seller's expense, shall remove any and all structures from the Property, if any, to the satisfaction of City.

(14) On or before the Closing Date, City shall obtain, review and approve an acceptable Phase I Environmental Site Assessment for the Property.

(15) On or before the Closing Date, Seller shall convey and execute a Temporary Easement over the existing driveway to the City to be used for access and signage. City also agrees to install fencing and other security measures to be agreed upon by the parties to protect the adjacent private property.

The foregoing contingencies are for City's sole and exclusive benefit and one (1) or more may be waived in writing by City in its sole discretion, or by the passage of time as set forth hereinabove. Seller shall reasonably cooperate with City's efforts to satisfy such contingencies, at no cost to Seller or assumption of any obligation or liability by City. City shall bear all cost and expense of satisfying City's contingencies. If any of the foregoing contingencies have not been satisfied on or before the applicable date, then this Agreement may be terminated, at City's option, by written notice from City to Seller. If City terminates this Agreement as a result of a failure of a City contingency prior to the applicable date, the Earnest Money shall be returned to the City and neither Seller nor the City shall be liable to the other for any further obligations under this Agreement (except for such obligations as survive termination of this Agreement). Such written notice must be given on or before the applicable date set forth herein above for such contingency, or City's right to terminate this Agreement pursuant to such contingency shall be waived. Upon termination, neither party shall have any further rights or obligations against the other regarding this Agreement or the Property, except for such obligations that survive termination of this Agreement.

B. If City elects not to exercise any of the contingencies set out herein, such election may not be construed as limiting any representations or obligations of Seller set out in this Agreement.

5.2 **Seller's Contingencies**. Seller's obligation to proceed to Closing shall be subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions:

A. On or before the Closing Date, Seller, has obtained governmental permits and approvals for the Property.

B. On or before the Closing Date, Seller, at Seller's expense, shall remove any and all structures from the Property, if any.

C. City shall have performed and satisfied all agreements, covenants and

conditions required pursuant to this Agreement to be performed and satisfied by or prior to the Closing Date.

D. All representations and warranties of City contained in this Agreement shall be accurate as of the Closing Date.

E. There shall be no uncured default by City of any of its obligations under this Agreement as of the Closing Date, not otherwise waived by Seller.

Seller may in its sole discretion waive any of the conditions precedent set out in this Section. If any of the foregoing contingencies have not been satisfied on or before the dates set forth herein, then this Agreement may be terminated, at Seller's sole option, by written notice from Seller to City. Upon termination, neither party shall have any further rights or obligations against the other regarding this Agreement or the Property, except for such obligations that survive termination of this Agreement.

6. **Closing**. The closing of the purchase and sale contemplated by this Agreement ("Closing") shall occur no later than April 19, 2023 ("Closing Date"), unless otherwise agreed to by the parties. Seller agrees to deliver legal and actual possession of the Property to City on the Closing Date.

6.1 **Seller's Closing Documents and Deliveries**. On the Closing Date, Seller shall execute and/or deliver, as applicable, to City the following:

A. **Deed**. A warranty deed conveying title to the Property to City, free and clear of all encumbrances, except the Permitted Encumbrances (the "Deed").

B. **Assignment and Assumption of Contracts, Permits and Licenses**. Seller shall execute an assignment and assumption of surviving contracts, permits and licenses, warranties, and intangible property, if any, conveying to City with warranties the surviving contracts, permits and licenses, warranties and intangible property, free and clear of all encumbrances, together with the consent of all parties having the right to consent to such assignment, if necessary.

C. **FIRPTA Affidavit**. An affidavit of Seller certifying that Seller is not a "foreign person", "foreign partnership", foreign trust", "foreign estate" or "disregarded entity" as those terms are defined in Section 1445 of the Internal Revenue Code of 1986, as amended.

D. **Seller's Affidavit**. A standard owner's affidavit (ALTA form) from Seller which may be reasonably required by Title to issue an owner's policy of title insurance with respect to the Property with the so-called "standard exceptions" deleted (excluding the survey exception).

E. **Settlement Statement**. A settlement statement with respect to this transaction.

F. **"Bring-Down" Certificate**. A certificate dated as of the Closing Date, signed by an authorized officer of Seller, certifying that the representations and warranties of Seller contained in this Agreement are true as of the Closing Date.

G. **General Deliveries**. All other documents reasonably determined by Title to be necessary to transfer the Property to City and to evidence that Seller (a) has satisfied all monetary indebtedness with respect thereto, (b) has obtained such termination statements or releases from such secured creditors as may be necessary to ensure that the Property is subject to no monetary liens, (c) has obtained all consents from third parties necessary to effect Seller's performance of the terms of this Agreement, including, without limitation, the consents of all parties holding an interest in the Property, (d) has provided such other documents as are reasonably determined by Title to be necessary to issue policies of title insurance to City with respect to the Property with the so-called "standard exceptions" deleted (excluding the survey exception), and (e) has duly authorized the transactions contemplated hereby.

6.2. **City Closing Documents and Deliveries**. On the Closing Date, City shall execute and/or deliver, as applicable, to Seller the following:

A. **Payment of Purchase Price**. The Purchase Price, in accordance with the terms of Section 1.2.

B. **Settlement Statement**. A settlement statement with respect to this transaction.

C. **"Bring-Down" Certificate**. A certificate dated as of the Closing Date, signed by an authorized officer of City, certifying that the representations and warranties of Seller contained in this Agreement are true as of the Closing Date.

D. **General Deliveries**. All other documents reasonably determined by Title to be necessary to evidence that City has duly authorized the transactions contemplated hereby and evidence the authority of City to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by City pursuant to this Agreement, or may be required of City under applicable law, including any purchaser's affidavits or revenue or tax certificates or statements.

7. **Prorations**. Seller and City agree to the following prorations and allocation of costs

regarding this Agreement:

7.1 **Commitment and Closing Fee**. City will pay all costs of the title search and preparation of the Commitment with respect to the Property. City will pay the cost of all premiums for any title insurance policy it desires with respect to the Property, and the costs of all endorsements. City shall pay all closing fees imposed by Title.

7.2 **Transfer Taxes.** Seller shall pay all state deed tax regarding the Deed.

7.3 **Recording Costs**. Seller will pay the cost of recording all documents necessary to place record title to the Property in Seller. City will pay all recording costs with respect to the recording of the Plat and the Deed.

7.4 **Real Estate Taxes and Special Assessments**. General real estate taxes applicable to any of Seller's Property due and payable in the year of Closing shall be paid by Seller. Seller shall pay in full all special assessments (and charges in the nature of or in lieu of such assessments) levied, pending, postponed or deferred with respect to any of Seller's Property as of the Closing Date. City shall be responsible for any special assessments that are levied or become pending against the Property after the Closing Date. Notwithstanding anything to the contrary set forth herein, in the event that there are special assessments levied against the Property after the Effective Date, which special assessment relate to City's development of the Property, such special assessments shall be assumed by City at Closing.

7.5 **Attorneys' Fees**. Seller and City shall each pay its own attorneys' fees incurred in connection with this transaction.

7.6 **Survival**. The obligations set forth in this Section 7 survive the Closing.

8. **Survey Examination**. Within a reasonable time following the Effective Date, City shall obtain a commitment for an owner's title insurance policy (ALTA Form 2006) issued by Title for the Property, and copies of all encumbrances described in the commitment (Commitment) at its sole cost. Seller shall obtain an ALTA-certified survey bearing the legal description of the Property, and showing the area, dimensions and location of the Property (Survey) (the Survey together with the Commitment shall be known as the "Title Evidence") at its sole cost.

8.1 **City's Objections**. Within twenty (20) days after City's receipt of the last of the Title Evidence, City may make written objections ("Objections") to the form or content of the Title Evidence. The Objections may include without limitation, any easements, restrictions or other matters which may interfere with City's intended use of the Property or matters which may be revealed by the Survey. Any matters reflected on the Commitment which are not objected to by City within such time period shall be deemed to be permitted encumbrances ("Permitted Encumbrances"). City shall have the renewed right to object to the Commitment as the same may be revised or endorsed from time to time.

8.2 **Seller's Cure**. Seller shall be allowed twenty (20) days after the receipt of City's Objections to provide City with written notice of Seller's intention to cure or not to cure each of the Objections but shall have no obligation to do so. If such cure is not completed by the Closing Date, or if Seller elects not to cure such Objections, the sole recourse of City shall be to do one of the following:

A. Terminate this Agreement by written notice to Seller; or.

B. Waive the Objections within ten (10) days after the receipt of Seller's intention to cure or not to cure each of the objections and proceed to Closing, in which event the Objections shall be deemed Permitted Encumbrances.

If City so terminates this Agreement under this Section 8.2, the Earnest Money shall be returned to the City and neither Seller nor the City shall be liable to the other for any further obligations under this Agreement (except for such obligations as specifically survive termination of this Agreement). If City fails to terminate this Agreement under this Section 8.2(A) in the time set forth therein, City shall be deemed to have elected to proceed under Section 8.2(B) and waive such Objections, in which the Objections shall be considered Permitted Encumbrances.

9. **Warranties and Representations**.

9.1 **By Seller**. Seller warrants and represents the following to City to be true as of the Effective Date, and acknowledges that City has relied on such representations and warranties in agreeing to enter into this Agreement:

A. Seller is a Minnesota limited liability company, duly organized and in good standing under the laws of the state of Minnesota and is not in violation of any provisions of its operating agreement.

B. This Agreement has been duly executed and delivered and constitutes the legal, valid and binding obligation of Seller enforceable in accordance with its terms. Seller has been duly formed under the laws of the State of Minnesota and is in good standing under the laws of the jurisdiction in which the Property is located, is duly qualified to transact business in the jurisdiction in which the Property is located, and has the requisite power and authority to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Seller pursuant hereto. This Agreement and the documents and instruments required to be executed and delivered by Seller pursuant hereto have each been duly authorized by all necessary action on the part of Seller and such execution, delivery and performance does and will not conflict with or result in a violation of Seller's organizational agreement or any judgment or order.

C. The execution, delivery and performance by Seller of this Agreement will not (a) violate any provision of any law, statute, rule or regulation or any order, writ, judgment, injunction, decree, determination or award of any court, governmental agency or arbitrator presently in effect having applicability to Seller, or (b) result in a breach of or constitute a default under any indenture, loan or credit agreement or any other agreement, lease or instrument to which Seller is a party or by which it or any of its properties may be bound.

D. To Seller's knowledge, except as contemplated herein, no order, consent, approval, license, authorization or validation of, or filing, recording or registration with, or exemption by, any governmental or public body or authority, or any other entity, is required on the part of Seller to authorize, or is required in connection with, the execution, delivery and performance of, or the legality, validity, binding effect or enforceability of, this Agreement.

E. To Seller's knowledge, there are no actions, suits or proceedings pending or threatened against or affecting Seller or the Property, before any court or arbitrator, or any governmental department, board, agency or other instrumentality which in any of the foregoing (a) challenges the legality, validity or enforceability of this Agreement, or (b) if determined adversely to Seller, would have a material adverse effect on the ability of Seller to perform its obligations under this Agreement.

F. To Seller's knowledge, there are no sewage treatment systems located on any portion of the Property. However, there is one capped well on the Property and Seller shall provide documentation of the capped well to the City by the Closing Date. To Seller's knowledge, there has been no methamphetamine production on or about any portion of the Property. To Seller's knowledge there is no "individual sewage treatment system" (as defined in Minnesota Statutes § 115.55, Subd. 1(g)) located on the Property.

G. Seller is not a "foreign person," "foreign corporation," "foreign trust," "foreign estate" or "disregarded entity" as those terms are defined in Section 1445 of the Internal Revenue Code.

H. To Seller's knowledge, except as may be disclosed as part of the Due Diligence Materials, (i) no condition exists on the Property that may support a claim or cause of action under any Environmental Law (as defined below) and there are no Hazardous Substances (as defined below) on the Property, (ii) there has been no release, spill, leak or other contamination or otherwise onto the Property, and (iii) there are no restrictions, clean ups or remediation plans regarding the Property. To Seller's knowledge, except as may be disclosed as part of the Due Diligence Materials, there is no buried waste or debris on any portion of the Property. "Environmental Law" shall mean (a)

the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. § 9601-9657, as amended, or any similar state law or local ordinance, (b) the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, et seq., (c) the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., (d) the Clean Air Act, 42 U.S.C. § 7401, et seq., (e) the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., (f) the Safe Drinking Water Act, 42 U.S.C. § 300(f) et seq., (g) any law or regulation governing aboveground or underground storage tanks, (h) any other federal, state, county, municipal, local or other statute, law, ordinance or regulation, including, without limitation, the Minnesota Environmental Response and Liability Act, Minn. Stat. § 115B.01, et seq., (i) all rules or regulations promulgated under any of the foregoing, and (j) any amendments of the foregoing. "Hazardous Substances" shall mean polychlorinated biphenyls, petroleum, including crude oil or any fraction thereof, petroleum products, heating oil, natural gas, natural gas liquids, liquefied natural gas or synthetic gas usable for fuel, and shall include, without limitation, substances defined as "hazardous substances," "toxic substances," "hazardous waste," "pollutants or contaminants" or similar substances under any Environmental Law.

I. There are no unrecorded contracts of any nature or type relating to, affecting or serving the Property, to which the Seller is a party.

J. There will be no indebtedness attributable to the Property which will remain unpaid after the Closing Date.

The representations, warranties and other provisions of this Section 9.1 shall survive Closing for a period of one (1) year from the Closing Date; provided, however that Seller shall have no liability with respect to a breach of the representations and warranties set forth in this Agreement if City has actual knowledge of Seller's breach thereof prior to Closing and City consummates the acquisition of the Property as provided herein.

City acknowledges and agrees that, except as expressly specified in this Section 9 of this Agreement, Seller has not made, and Seller hereby specifically disclaims, any representation, warranty or covenant of any kind, oral or written, expressed or implied, or rising by operation of law, with respect to the Property, including but not limited to, any warranties or representations as to the habitability, merchantability, fitness for a particular purpose, title, zoning, tax consequences, physical or environmental condition, utilities, valuation, governmental approvals, the compliance of the Property with governmental laws, the truth, accuracy or completeness of any information provided by or on behalf of Seller to City, or any other matter or item regarding the Property. City agrees to accept the Property and acknowledges that the sale of the Property as provided for herein is made by Seller on an "AS IS," "WHERE IS," and "WITH ALL FAULTS" basis. The limitations set forth in this paragraph shall survive the Closing and shall not merge in the deed.

9.2 **By City**. City warrants and represents the following to Seller, and acknowledges that Seller has relied on such representations and warranties in agreeing to enter into this Agreement:

A. City has all requisite authority to enter into this Agreement and to perform all of its obligations under this Agreement.

B. The execution, delivery and performance by City of this Agreement will not (a) violate any provision of any law, statute, rule or regulation or any order, writ, judgment, injunction, decree, determination or award of any court, governmental agency or arbitrator presently in effect having applicability to City, (b) violate or contravene any provision of the articles of incorporation or bylaws of City, or (c) result in a breach of or constitute a default under any indenture, loan or credit agreement or any other agreement, lease or instrument to which City is a party or by which it or any of its properties may be bound.

The representations, warranties and other provisions of this Section 9.2 shall survive Closing; provided, however, City shall have no liability with respect to any breach of a particular representation or warranty if Seller shall fail to notify City in writing of such breach within one (1) year after the Closing Date.

10. **Additional Obligations of Seller**.

10.1. **Licenses and Permits**. Seller shall transfer to City all transferable rights, if any, in any permits or licenses held by Seller with respect to the Property.

10.2. **Condition of Property at Closing**. On the Closing Date, Seller shall deliver to City exclusive vacant possession of the Property.

10.3. **Further Assurances**. From and after the Closing Date, Seller agrees to execute, acknowledge and deliver to City such other documents or instruments of transfer or conveyance as may be reasonably required to carry out its obligations pursuant to this Agreement.

10.4. **Non-Assumption of Contracts or Other Obligations**. The parties understand and agree that City is only acquiring certain of Seller's real property assets and that this Agreement and any related agreements shall not be construed to be in any manner whatsoever an assumption by City of any agreements, indebtedness, obligations or liabilities of Seller which are owing with respect to the operation of the Property prior to the Closing Date.

10.5. **Mortgages**. On or before the Closing Date, Seller shall satisfy all mortgage and/or lien indebtedness with respect to all or any portion of the Property and shall obtain recordable releases of the Property from any and all such mortgages or other liens

affecting all or any portion of the Property. Notwithstanding the foregoing, Seller shall not be obligated to satisfy any liens that result from the City's Investigations.

10.6. **Marketing.** At all times prior to the Closing Date, Seller shall not negotiate in any manner for the sale or transfer of the Property with any third party.

11. **Broker**. It is acknowledged that there is not a broker for either party.

12. **Notice**. Any notice to be given by one party hereto shall be personally delivered (including messenger delivery) or be sent by registered or certified mail, or by a nationally recognized overnight courier which issues a receipt, in each case postage prepaid, to the other party at the addresses in this Section (or to such other address as may be designated by notice given pursuant to this Section), and shall be deemed given upon personal delivery, three (3) days after the date postmarked or one (1) business day after delivery to such overnight courier.

If to City:	City of Cottage Grove Attn: City Administrator 12800 Ravine Parkway South Cottage Grove, MN 55016
with a copy to:	Korine L. Land LeVander, Gillen & Miller, P.A. 1305 Corporate Center Drive, Suite 300 Eagan, MN 55121
If to Seller:	The Dunes LLC Attn: David Gustafson 1280 Ingerson Road, Suite 100 Arden Hills, MN 55112
With a copy to:	Law Office of Richard M. Schultz, LTD. 9201 Lexington Avenue North Circle Pines, MN 55014 Attn: Rick Schultz Telephone: (763) 784-7644 Email: rms@rmschultzlaw.com

13. **Default; Remedies**. If either Seller or City fails to perform any of its obligations under this Agreement in accordance with its terms, and such failing party does not cure such failure within thirty (30) days after written notice thereof from the other party (provided that no notice or cure period shall be required for obligations to be performed at Closing), then the other party shall have the right to terminate this Agreement by giving the failing party written notice of such election. In the case of any default by City, Seller's sole and exclusive remedy shall be the termination of this Agreement as provided above and, upon any such termination, the Earnest Money shall be forfeited to Seller as the full and final liquidated damages, with the exception of any liens arising out of City's Investigations, the

obligations and liability for which shall survive the termination of this Agreement and the release of the Earnest Money to Seller. In the case of any default by Seller, City's sole and exclusive remedy shall be to terminate this Agreement, in which case the Earnest Money deposit shall be returned to City. In no event shall City be entitled to record a notice of Lis Pendens against the Property.

14. **Cumulative Rights**. No right or remedy conferred or reserved to Seller or City is intended to be exclusive of any other right or remedy herein or by law provided, but each shall be cumulative in and in addition to every other right or remedy existing at law, in equity or by statute, now or hereafter.

15. **Entire Agreement; Modification**. This written Agreement constitutes the complete agreement between the parties with respect to this transaction and supersedes any prior oral or written agreements between the parties regarding this transaction. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in writing executed by the parties, except as specifically set forth herein with regard to items waived as a result of passage of time.

16. **Binding Effect; Survival**. This Agreement binds and benefits the parties and their respective successors and assigns. All representations and warranties, and indemnification obligations of the parties hereto shall survive the Closing.

17. **Assignment**. Either party may assign this Agreement without the prior written consent of the other Party (but with written notice said party). No assignment shall relieve either party from its obligations under this Agreement.

18. **Governing Law**. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, County of Washington.

19. **Rules of Interpretation**. The words "herein" and "hereof" and words of similar import, without reference to any particular section or subdivision, refer to this Agreement as a whole rather than any particular section or subdivision hereof. References herein to any particular section or subdivision hereof are to the section or subdivision of this Agreement as originally executed.

20. **Titles of Sections**. Any titles of the sections, or any subsections, of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

21. **Counterparts; Facsimiles**. This Agreement may be executed in any number of counterparts, and all of the signatures to this Agreement taken together shall constitute one and the same agreement, and any of the parties hereto may execute such agreement by signing any such counterpart. Facsimile or "PDF" signatures on this Agreement shall be treated as originals until the actual original signatures are obtained.

22. **Represented by Counsel**. Each party has been represented and advised by counsel in the

transaction contemplated hereby.

23. **Time of the Essence**. Time is of the essence of this Agreement.

24. **No Third-Party Beneficiaries.** Nothing in this Contract, expressed or implied, is intended to confer any rights or remedies under or by reason of this Contract on any person other than the parties to it and their respective permitted successors and assigns, nor is anything in this Contract intended to relieve or discharge any obligation of any third person to any party hereto or give any third person any right of subrogation or action over or against any party to this Contract

[remainder of page intentionally left blank]

IN AGREEMENT, the parties hereto have hereunto set their hands as of the date hereinbefore first written.

CITY:
CITY OF COTTAGE GROVE

By: _____
Myron Bailey, Mayor

By: _____
Tamara Anderson, City Clerk

SELLER:
THE DUNES LLC

By: _____
Name: DAVID GUSTAFSON
Title: PRESIDENT

EXHIBIT A
LEGAL DESCRIPTION OF SELLER'S PROPERTY

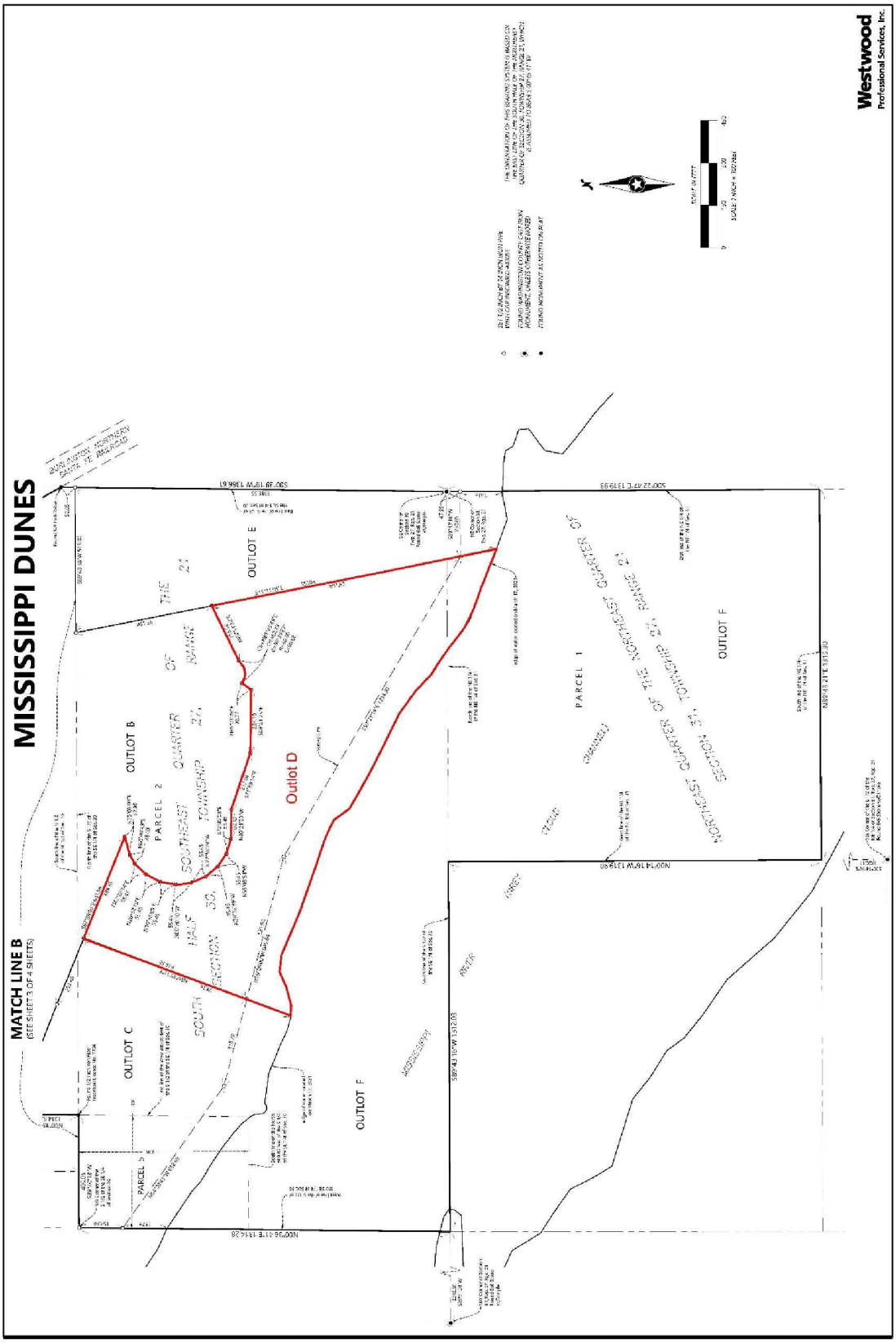
Real property located in Washington County, Minnesota, to be platted and legally described as follows:

Outlot D, Mississippi Dunes

Abstract Property

[Title Commitment legal description to govern]

EXHIBIT B
DEPICTION OF SELLER'S PROPERTY



AGREEMENT BETWEEN WASHINGTON COUNTY AND THE CITY OF COTTAGE GROVE
LAND AND WATER LEGACY PROGRAM CONSERVATION EASEMENT ACQUISITION

MISSISSIPPI DUNES PROPERTY

This Agreement ("Agreement") is made and entered into in furtherance of the provisions of the Washington County Land and Water Legacy Program by and between Washington County, 14949 62nd Street North, Stillwater, Minnesota 55082 a governmental and political subdivision of the State of Minnesota (the "County"), and the City of Cottage Grove, 12800 Ravine Parkway South, Cottage Grove, MN 55016, a Minnesota municipal corporation (the "City").

WHEREAS, the County and City desire to acquire interests in real property legally described on Exhibit A and depicted on Exhibit B, currently owned by The Dunes LLC ("Mississippi Dunes" or the "Property"); and

WHEREAS, the City has a purchase agreement with The Dunes LLC for the purchase of the Property; and

WHEREAS, the County desires to acquire a conservation easement over Mississippi Dunes for conservation purposes and the City desires to acquire fee title to Mississippi Dunes for park and conservation purposes; and

WHEREAS, pursuant to Minnesota Statutes Chapter 84C, Minnesota Statutes section 373.40 and Minnesota Statutes section 394.25, the County is authorized to acquire a nonpossessory interest in land for the purposes of preserving open space, including natural and scenic areas and agricultural land; and

WHEREAS, the County has enacted the Acquisition of Development Rights Ordinance #175 to establish a program for the preservation of open space, parks, and public water, commonly referred to as the Land and Water Legacy Program and has established the policies, rules and official controls governing such acquisitions; and

WHEREAS, the County has issued general obligation bonds to acquire land and interests in land to provide long-term stable funding to purchase interests in land for the purpose of preserving open space; and

WHEREAS, the County has determined the Mississippi Dunes parcel meets the criteria and purposes of the Land and Water Legacy Program; and

WHEREAS, Minnesota Statutes section 368.01 authorizes the City to acquire, maintain and manage land for purposes defined in the statute; and

WHEREAS, pursuant to Minnesota Statutes section 471.59, two or more governmental units entered into agreement by agreement through action of their governing bodies, may jointly exercise any power common to the contracting governmental units; and

WHEREAS, each party represents it is duly qualified and authorized to enter into this Agreement and will comply with the respective obligations and responsibilities set forth in this Agreement.

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

I. County and City Duties and Responsibilities

The City will create a park and conservation area on Mississippi Dunes in accordance with the following duties and responsibilities:

A. The City will acquire fee title to the Property.

B. Upon proof of said acquisition for the Property and proof of expenditure of at least $1,000,000.00 for the purchase price of the Property, the County will reimburse the City in the amount of $500,000.00 ("Payment") to cover a portion of the purchase price in exchange for the receipt of a conservation easement ("Conservation Easement" or "Easement") on the Property. Such Payment shall be made to the City in full within 5 business days after such proof is provided to the County and may be sent to the City by wire transfer or another method of transfer of funds as agreed to by the parties.

C. As a condition of the Payment the City will record a Conversation Easement against the Property, in such form and content as agreed to by the parties that meets requirements of Minnesota Statutes section 84C.01.

D. As a condition subsequent to this Agreement, the City will agree to comply with a Stewardship Plan for Restoration and Management ("Stewardship Plan") for the Property which will detail plans for the Property's restoration, ongoing care and planned uses. As the City implements the planned activities and uses on the Property, it will conform to the Stewardship Plan as a condition of this Agreement. This condition subsequent shall survive this Agreement.

E. The City shall comply with all relevant state and federal laws and regulations in the fulfillment of its obligations under this agreement.

II. Completion Date

The City will acquire Mississippi Dunes and record the Conservation Easement prior to December 31, 2023 ("Completion Date"). If it is determined that closing has not occurred or the Conservation Easement has not been recorded or other terms and conditions in Section I have not been completed prior to the Completion Date, the County may terminate this Agreement and not provide the funding as contemplated herein. If the County funds were already sent to the City, the City will return the funds to the County within 60 days of a written notice of the termination of this Agreement.

III. Terms of Payment

All duties and responsibilities described in Section I.A and B of this Agreement must be satisfactorily completed prior to the County issuing the Payment.

IV. Authorized Representatives

A. The County's authorized representative for the purpose of administration of this Agreement is:

Kevin Corbid, County Administrator
Washington County, Office of Administration
Government Center
14949 62nd Street North
Stillwater, MN 55082
651-430-6016

Such representative shall have final authority for acceptance of City's services and shall authorize payments for services.

B. The City's authorized representative for the purposes of the administration of this Agreement is:

Jennifer Levitt, City Administrator
City of Cottage Grove
12800 Ravine Parkway South
Cottage Grove, MN 55016
651-458-2800

Such representative shall have full authority to represent the City in its fulfillment of the terms, conditions and requirements of this Agreement.

V. Indemnity

City agrees it will defend, indemnify, and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages and expenses which the County, its officers, or employees may hereafter sustain, incur, or be required to pay arising out of the negligent or intentional acts of omissions of the City under this Agreement that cause or create an issue of non-compliance with this grant.

VI. Audits, Reports, Records and Monitoring Procedures

Pursuant to Minnesota Statutes section 16C.05, subd. 5, the County and City will:

A. Maintain records that reflect all revenues, costs incurred, and services provided in the performance of this Agreement.

B. Agree that the County, the State Auditor, or legislative authority, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the other party that are relevant to the contract for six (6) years.

VII. Data Practices

All data collected, created, received, maintained, or disseminated for any purposes by the activities of the County or City, because of this agreement, is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such Act now in force or as adopted, as well as federal regulations on data practices. For purposes of data practices each party agrees it is its own responsible authority for its data.

VIII. Independence of Parties

It is agreed that nothing within this Agreement is intended or should be construed for any purpose including to tort liability to in any manner to create or establish the relationship of co-partners between the parties or as constituting that either patty is the agent, re presentative, or employee of the other party for any purpose or in any manner whatsoever.

Each party to this Agreement will secure, at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of either party to this Agreement or other persons, while engaged in the performance of any work or services required under this Agreement shall have no contractual relationship with the other party and shall not be considered employees of the other party to this Agreement.

IX. Equal Employment Opportunity- Civil Rights

During the performance of this Agreement the parties agree to the following:

A. No person shall, on the basis of any statutes protected by Minnesota Statutes Chapter 363A be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to unlawful discrimination under any program, service, or activity under the provisions of any and all applicable federal and state laws against discrimination including, but not limited to the Civil Rights Act of 1964.

B. If during the term of the Agreement it is discovered that either party is not in compliance with the applicable regulations as aforesaid, or if either party engages in any unlawful discriminatory practices, the Agreement may be cancelled as provided by the cancellation clause of this Agreement.

X. Insurance Requirements

A. The City agrees it will at all times during the term of this Agreement, keep in force its existing insurance protection provided under Minn. Stat 466.04.

a) Commercial General Liability/Professional Liability with contractual liability coverage in the amount of the county's tort liability limits set forth in Minnesota Statutes section 466.04 and as amended from time to time.
b) Automobile coverage in the amount of the county's tort liability limits set forth in Minnesota Statutes section 466.04 and as amended from time to time.

c) Worker's Compensation in the statutory amount.

B. Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty days' notice thereof to the County.

XI. Modifications

Any alteration, modification, or variation to this agreement shall be reduced to writing as an amendment and signed by the parties.

XII. Conversion of Use

It is the intent of the County that the Property acquired under this Agreement shall exist in the City's ownership and be maintained and managed properly to protect the natural and/or scenic resources in perpetuity. The City shall not at any time convert any Property acquired or developed pursuant to this Agreement to uses other than the permitted uses specified in this Agreement or in the Conservation Easement without the prior written approval of the County. The parties acknowledge that damages would be an inadequate remedy to protect County's interests under this Agreement and the County shall have the right to equitable relief including but not limited to injunctive relief to enforce the City's obligations under this Section.

COUNTY
COUNTY OF WASHINGTON

By _____ _____
Kevin Corbid DATE
County Administrator

Approved as to form:

_____
Assistant Washington County Attorney

CITY:
CITY OF COTTAGE GROVE

By: _____
Myron Bailey, Mayor

By: _____
Tamara Anderson, City Clerk

Date:_____

EXHIBIT A
Legal Description

Real property located in Washington County, Minnesota, to be platted and legally described as follows:

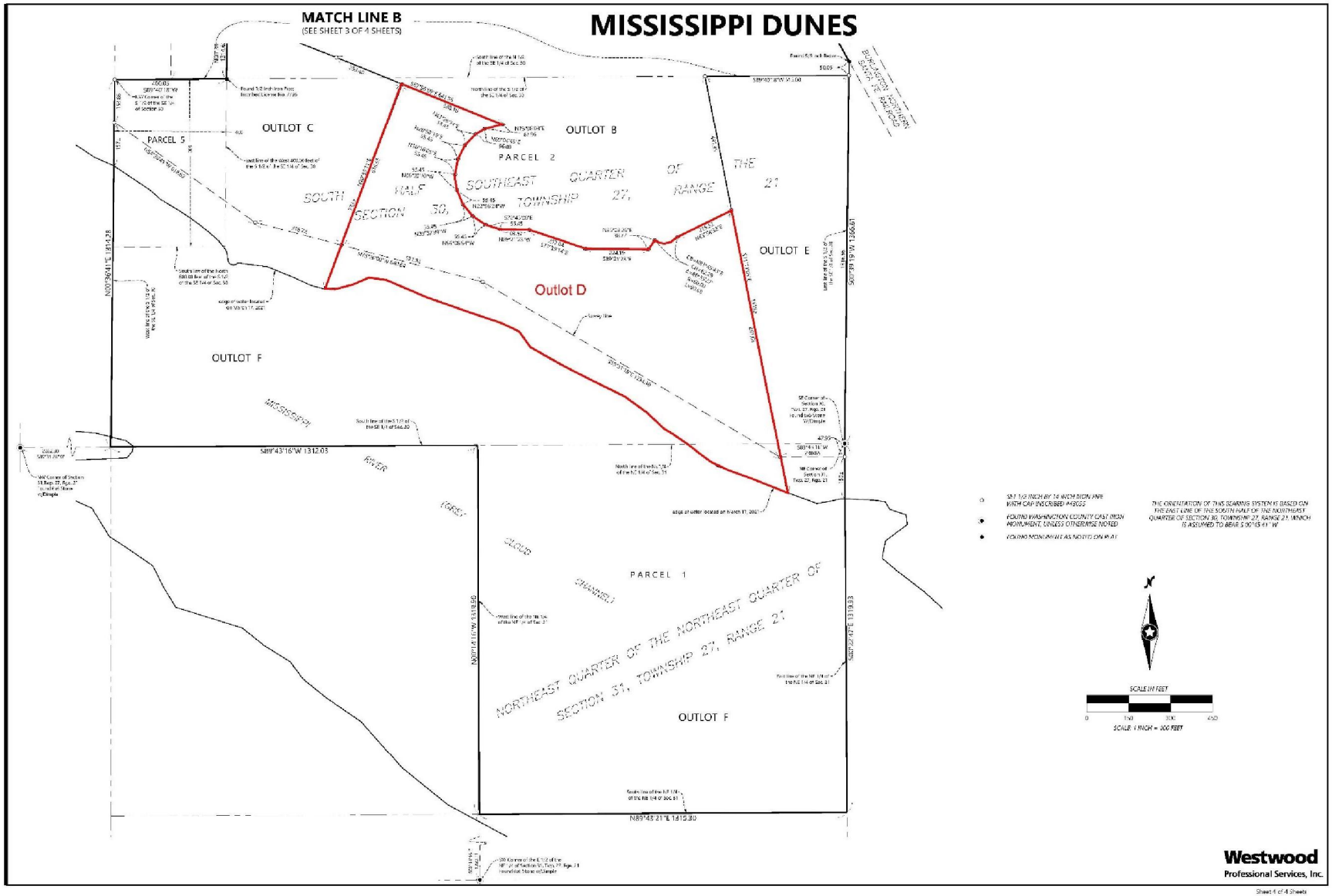
Outlot D, Mississippi Dunes

Abstract Property

[Title Commitment legal description to govern]

EXHIBIT B - SITE MAP




MISSISSIPPI DUNES
MATCH LINE B
(SEE SHEET 3 OF 4 SHEETS)
OUTLOT C
PARCEL 5
PARCEL 2
OUTLOT B
OUTLOT E
Outlot D
OUTLOT F
PARCEL 1
OUTLOT F
SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 27, RANGE 21
SOUTH HALF
NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 27, RANGE 21
MISSISSIPPI RIVER
CLOUD CHANNEL
S89°43'16"W 1312.03
N89°43'21"E 1315.30
SCALE IN FEET
SCALE: 1 INCH = 300 FEET
Westwood
Professional Services, Inc.

B-2

DRAFT (2-8-23)

CONSERVATION EASEMENT
FOR THE MISSISSIPPI DUNES PROPERTY

This is a CONSERVATION EASEMENT granted by the City of Cottage Grove, (the "City") to the County of Washington (the "County"), a political subdivision of the State of Minnesota, subject to the following terms and conditions.

A. CITY OF COTTAGE GROVE. The City of Cottage Grove (the "City") is the owner of approximately 19.91 acres of real property located in Washington County, Minnesota. That real property is more fully described below as the "Protected Property."

B. COUNTY OF WASHINGTON. The County is a political subdivision of the State of Minnesota that is qualified to acquire and hold conservation easements under Minnesota Statutes Chapter 84C and Section 170(h) of the Internal Revenue Code and related regulations.

C. PROTECTED PROPERTY. The Protected Property is that real property legally described in **Exhibit A** and generally depicted on the "Property Map" in **Exhibit B**. Both exhibits are attached to this conservation easement (the "Easement") and incorporated by this reference. The Protected Property is located on the southern edge of Cottage Grove, Washington County, along the north shore of the Grey Cloud channel, a backwater channel of the Mississippi River between Lower Grey Cloud Island and the mainland. This is also shoreline to what is also known as Mooers Lake. The property is located to the west of the Minnesota Department of Natural Resources (DNR) Grey Cloud Dunes Scientific and Natural Area. After many decades as a farm, the Project Area (and adjacent land) was transformed into a golf course, the Mississippi Dunes Golf Links, which was in operation from 1995 to 2017. The Protected Property has been vacant and untended the last five years. Existing improvements on the Protected Property include paved (used for golf carts) and unpaved trails as generally depicted on the Property Map. There are no structures on the property.

The landcover consists of grassland/shrubland (10.6 acres), tree canopy (8.2 acres), and paved trails (0.9 acres).

The Protected Property lies within Minnesota's Ecological Land Classification system as the St. Paul-Baldwin Plains and Moraines Subsection, a small region in east-central Minnesota that, prior to European settlement, consisted of oak and aspen savanna on rolling moraine ridges, tallgrass prairie on level to gently rolling terrain, and maple-basswood forest in steep, dissected terrain protected from fire. There are over 149 Species on the Minnesota Department of Natural Resources Species in Greatest Conservation Need (SGCN) list in this subsection, of which 74 are federal or state endangered, threatened or of special concern. SGCN are species that need special conservation action because their populations are declining and vulnerable to extirpation.

The Protected Property is on the Mississippi River, a globally significant migratory flyway for more than 325 bird species moving between breeding grounds in Canada and the northern U.S. to their southern wintering grounds along the Gulf and South America. The area is included in the 37,000-acre Mississippi River Twin Cities Important Bird Area.

The Minnesota Department of Natural Resources (DNR) Natural Heritage Information System (NHIS) identifies endangered, threatened or special species of concern on or within one mile of the property. The NHIS is continually updated as new information becomes available and is the most complete source of data on Minnesota's rare or otherwise significant species, native plant communities, and other natural features. Its purpose is to foster better understanding and conservation of these features.

The Minnesota Wildlife Action Plan identifies the majority of the Protected Property in the "Medium" category for wildlife habitat conservation.

This Mississippi River corridor is one of the County's high priority areas for natural resource conservation through the Land and Water Legacy Program ("LWLP"). Much of the site is ranked as "Very High" and "High" priority ranking for land protection according to the program's criteria. The project is ranked "Very High" for its 1,900 feet of Mississippi shoreline. Further, the County ranked the eastern portion of the property as "Very High" for habitat quality and the multiple wooded sites as "High." Multiple unique habitats and rare species are identified on or near the property. It scores high on proximity to other conservation sites, specifically for its adjacency to a state Scientific and Natural Area. The site includes a mosaic of land cover types and uses and has very high potential for restoration of native plant communities and habitat on the Protected Property that will benefit rare species and support wildlife, especially birds moving along the flyway.

Presettlement vegetation of the area at the time of the Original Public Land Survey in east-central Minnesota (mid-1800s) was characterized on Marschner mapping as oak openings and barrens, based on land surveyor notes and tree data. At that time, about two-thirds of Cottage Grove was prairie and one third oak savanna, with forest along the Mississippi River.

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The Protected Property was identified by the DNR as a Site of Moderate Biodiversity Significance prior to the development of the golf course. Sites of Moderate Biodiversity Significance contain occurrences of rare species, moderately disturbed native plant communities and characteristic ecological processes. The Minnesota County Biological Survey notes the former 16-acre Pin Oak-Bur Oak Woodland in 1987 and Dry Barrens Prairie to the north and east. In 2022, approximately a third of the property was identified as having assemblages of native plants (bur oak, pin oak and dry prairie species) which can be characterized as small pockets of the Pin Oak-Bur Oak Woodland and Dry Barrens Oak Savanna. A tree inventory was also completed.

The scenic attributes of the Protected Property, visible to the public from the river, the future adjacent city park, the state Scenic and Natural Area (SNA) and future housing development, include open water, oak woodlands and dry prairie.

Land use in the Mississippi River corridor continues and development pressure is steadily increasing as the Twin Cities metropolitan area continues to sprawl to the north and east. These land uses threaten surface and groundwater quality and quantity, eliminate or degrade habitat and impede proper stormwater and wetland management. Protection of a portion of this property eliminates uses that would otherwise negatively impact the watershed. The remaining Dunes property area is in the process of being divided to create more than 300 units of adjacent housing north of the Protected Property.

D. CONSERVATION VALUES. Collectively and individually, the following natural, scenic and open space qualities of the Protected Property that are outlined above comprise its "Conservation Values:"

- The undeveloped shoreline of the Protected Property helps preserve Mississippi River water quality.
- The undeveloped character of the Protected Property protects natural features including water, soil, air, plant life, wildlife and habitat.
- The Protected Property is near an existing and future protected area to the east and a future park to the west, and as such enhances and expands the greenway, habitat and open space on the shoreline on a river of national and natural significance.
- The open and natural character of the Protected Property provides scenic views to be enjoyed by the general public from the Mississippi River, trails on the property, an adjacent future city park area to the west, a Minnesota Department of Natural Resources Scenic and Natural Area to the east and adjacent future housing to the north.

These Conservation Values have not been and are not likely to be significantly impaired by the continued use of the Protected Property as described above or as authorized in this Easement or by the use, maintenance, or construction of any structures and improvements that presently exist on the Protected Property or that are authorized below.

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The preservation and protection of these Conservation Values will provide significant benefit to the public.

E. CONSERVATION POLICY. Protection of the Conservation Values of the Protected Property is consistent with, and will further, delineated governmental policies including those established by the following:

- Minnesota Statutes Chapter 103A, which promotes protection of Minnesota's waters and their adjacent lands, and Minnesota Statutes section 103A.206 in particular, which recognizes the economic and environmental importance of maintaining and enhancing the soil and water of this state and the role of private lands in these conservation efforts to, among other things, protect natural features, wildlife, scenic views and public access.

- Minnesota Statutes section 103A.201, which specifically promotes the protection of wetlands, and Minnesota Statutes section 103A.202, which specifically declares that it is in the public interest to preserve the wetlands of this state to conserve surface waters, maintain and improve water quality, preserve wildlife habitat, reduce runoff, provide for floodwater retention, reduce stream sedimentation, contribute to improved subsurface moisture, and enhance the natural beauty of the landscape.

- Minnesota Statutes Chapter 84C, which recognizes the importance of private conservation efforts by authorizing conservation easements for the protection of natural, scenic, or open space values of real property, assuring its availability for agriculture, rest, recreational, or open space use, protecting natural features, and maintaining or enhancing air or water quality.

- Minnesota Statewide Conservation and Preservation Plan, 2008, which promotes the protection of priority land habitats, critical shorelands and private shorelands via economic incentives and other tools, including conservation easements.

- The Minnesota Environment and Natural Resources Trust Fund (ENRTF) is a permanent fund constitutionally established by the citizens of Minnesota to assist in the protection, conservation, preservation and enhancement of the state's air, water, land, fish, wildlife and other natural features. Currently, 40 percent of net Minnesota State Lottery proceeds are dedicated to building the Trust Fund and ensuring future benefits for Minnesota's environment and natural features. ENRTF dollars for this project flowed through the State of Minnesota Department of Natural Resources Natural and Scenic Areas grant program established in Minnesota Statutes 85.019 to increase and enhance natural and scenic areas such as blufflands, prairies, shorelands, wetlands and wooded areas.

- Minnesota's Wildlife Action Plan 2015-2025, which addresses the primary causes of species population declines including habitat loss, and identifies the Wildlife Action Network which is composed of mapped terrestrial and aquatic habitats, buffers and connectors that represent a diversity of quality habitats that support SGCN.

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- The Mississippi National River and Recreation Area (MNRRA) is a unit of the National Park Service established in 1988. It is a 72-mile (116 km) and 54,000-acre protected corridor along the Mississippi River through the Minneapolis–Saint Paul metro in the U.S. state of Minnesota, from the cities of Dayton and Ramsey, to just downstream of Hastings. This stretch of the upper Mississippi River includes natural, historical, recreational, cultural, scenic, scientific, and economic resources of national significance. This area is the only National Park Service site dedicated exclusively to the Mississippi River.

- The Mississippi River Corridor Critical Area Program (MRCCA) program is a joint state, regional and local program providing coordinated land use planning and zoning regulations for the 72-mile stretch of the Mississippi River through the seven-county metropolitan area covering 54,000 acres of land in 30 local jurisdictions. Minnesota Statutes section 116G.15 establishes Minnesota policy and authority for the MRCCA rules (Minn. Admin. R. 6106.0010 – 6106.0180) requiring the development of local government plans and ordinances. The MRCCA shares a boundary with the Mississippi National River and Recreation Area (MNRRA). There are no federal land planning or zoning regulations associated with the MNRRA. The MRCCA was designated a state critical area in 1976 to protect its natural, cultural and scenic resources. These resources are protected by development standards administered through local government land use plans and zoning ordinances.

- The County's *Land and Water Legacy Program Conservation Priorities plan,* 2010, that focuses on the protection of surface water quality, drinking water quality, and habitat connectivity through conservation easement acquisition and other means; and the County's *Land and Water Legacy Program Conservation Priorities Top 10 Priority Conservation Areas*, 2012, which specifically identifies the Mississippi Bend and Mississippi River as high priority areas for conservation action.

- The *Geologic Atlas of Washington County* establishes the Protected Property has a susceptibility rating of "High" for the water table system signaling if contaminants are used on the property, they could reach the water table in weeks to years. It also has a susceptibility rating of "High" for the Prairie du Chien-Jordan Aquifer signaling if any potential contaminants are used on the property they could reach the aquifer in years to decades.

- Washington County's 2040 Comprehensive Plan identifies through its natural resource goal and policies, the protection and stewardship of land, water and open space. Further, it promotes through its Land and Water Legacy Program the acquisition of conservation easements on high priority private lands to restrict future development and other non-compatible activities to create an interconnected network of natural areas for the purposes of improving water quality of rivers, lakes and streams; protecting drinking water sources; providing parkland; preserving wetlands and woodlands; and protecting land along water bodies from development.

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- *The South Washington Watershed District Management Plan, 2016, Amended 2022* which promotes protection of the Mississippi River and sound water quality management.

- The City of Cottage Grove's 2040 Comprehensive Plan that recognizes and supports the protection of the city's natural areas, and the Mississippi River Access Strategy Report that identifies the Dunes property as the top priority for public access.

F. CONSERVATION INTENT. The City and the County are committed to protecting and preserving the Conservation Values of the Protected Property in perpetuity. Accordingly, it is their intent to create and implement a conservation easement that is binding upon the City and all future owners of the Protected Property and that conveys to the County the right to protect and preserve the Conservation Values of the Protected Property for the benefit of this generation and generations to come.

G. CONSERVATION FUNDING. Funding for the acquisition of this Easement in the amount of **$500,000** has come from the State Environment and Natural Resources Trust Fund (ENRTF) as recommended by the Legislative Citizens Commission on Minnesota Resources (LCCMR) and facilitated by the Minnesota Department of Natural Resources (DNR).

In order to comply with the DNR Natural and Scenic Area Project Agreement NS23-001, the following restrictions are imposed on the property:

- The property shall be managed and maintained consistent with the purpose and type of property acquired using appropriate management practices to protect the natural and/or scenic features.

- The City shall not at any time convert any portion of this property to uses other than permitted in this Agreement without the prior written approval of the State acting through its Commissioner of Natural Resources.

- In accordance with Minnesota Statutes section 116P.15, this interest in real property shall be administered in accordance with the terms, conditions, and purposes of the grant agreement or work program controlling the acquisition of the property. The interest in real property, or any portion of the interest in real property, shall not be sold, transferred, pledged, or otherwise disposed of or further encumbered without obtaining the prior written approval of the Legislative Citizens Commission on Minnesota Resources or its successor. If the holder of the interest in real property fails to comply with the terms and conditions of the grant agreement or work program, ownership of the interest in real property shall transfer to this state.

Funding for the remaining portion of the purchase price of this Easement in the amount of **$500,000** has been provided by the Washington County Land and Water Legacy Program. The purpose of this program is to improve water quality of rivers, lakes and streams; protect drinking water sources; purchase parkland; preserve wetlands and woodlands; and protect land along water bodies from development.

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CONVEYANCE OF CONSERVATION EASEMENT

Pursuant to the laws of the State of Minnesota, and in particular Minnesota Statutes Chapter 84C, and in consideration of the foregoing, which is incorporated by this reference, and the mutual covenants contained herein, and for the further consideration of **$1,000,000**, the City hereby conveys and warrants to the County and their successors and assigns a nonexclusive, perpetual conservation easement and access to the Protected Property. This Easement creates a property right immediately vested in the County and consists of the rights, terms, and restrictions set out below.

1. CONSERVATION PURPOSE. The Conservation Purpose of this Easement is to provide significant public benefit by preserving and protecting in perpetuity the Conservation Values of the Protected Property identified above as those values exist at the time of this conveyance and as they may evolve in the future.

   This Conservation Purpose is accomplished by confining the development, management and use of the Protected Property to activities and improvements that are consistent with the preservation of these Conservation Values, by prohibiting activities and improvements that significantly impair or interfere with these Conservation Values, and by providing for remedies in the event of any violation of this Easement.

2. REQUIRED STEWARDSHIP/MANAGEMENT PLAN. All uses and implementation of stewardship work on the Protected Property shall be in accordance with a Stewardship/ Management Plan as required by the DNR and County.

3. RESTRICTIONS. Any activity or improvement on or use of the Protected Property in a manner that may significantly impair or interfere with a Conservation Value of the Protected Property or that is inconsistent with the terms or the Conservation Purpose of this Easement is prohibited.

   This specifically prohibits any future development that would interfere with or intrude upon the essential scenic quality of the Protected Property.

   Except as specifically permitted in Section 4 of this Easement and without limiting the general prohibition above, restrictions imposed upon the Protected Property expressly include the following:

   3.1. Industrial Activity. No industrial development or use of the Protected Property is allowed.

   3.2. Commercial Activity. No commercial development or use of the Protected Property is allowed except for that habitat management, minimal commercial recreational use or other use specifically permitted in Section 4 of this Easement or except as incidental to other uses or activities specifically permitted under this Easement.

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3.3 Agricultural Use. No agricultural use is allowed.

3.4 Residential Use and Development. No residential use or development of the Protected Property is allowed.

3.5 Division of the Protected Property. The Protected Property may not be divided, subdivided, or partitioned. The Protected Property may be conveyed only in its entirety as a single parcel under single ownership (joint or undivided) regardless of whether it now consists of separate parcels, was acquired as separate parcels, or is treated as separate parcels for property tax or other purposes.

The general prohibition set out above does not prohibit the following:

a. The division of the Protected Property when a portion of the Protected Property is being conveyed to a conservation entity defined in Section 8.1 of this Easement.

b. The correction or adjustment of boundary lines to resolve a bona fide ownership dispute.

3.6 Development Rights. No portion of the Protected Property may be used to satisfy land area requirements for other property not subject to this Easement for purposes of calculating building density, lot coverage, open space, or natural resource use or extraction under otherwise applicable laws, regulations, or ordinances controlling land use. The development rights that have been encumbered or extinguished by this Easement may not be transferred to any other property or used to obtain any regulatory mitigation credits.

3.7 Rights of Way. No new right of way are allowed, except with prior written approval of the County.

3.8 Structures and Improvements. No temporary or permanent buildings, structures, utilities, roads or other improvements of any kind may be placed or constructed on the Protected Property except as specifically permitted in Section 4 of this Easement or as set forth below:

a. Utilities. Utility systems and facilities may be installed, maintained, repaired and replaced to serve only uses and activities specifically permitted by this Easement and with prior written approval by the County. Permitted utility systems and facilities do not include communication towers, wind turbines, or similar structures that may significantly impair or interfere with the natural habitat or scenic qualities of the Protected Property.

b. Signs. No billboards or other signs may be placed or erected on the Protected Property except for small, unlighted signs for informational or interpretive purposes that do not impair or interfere with the natural habitat or scenic qualities of the Protected Property.

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The City acknowledges and agrees that the County as a recipient of Minnesota Environment and Natural Resources Trust Funds for the acquisition of this Easement, may display as required and where practicable at access points to the Protected Property a sign(s) that includes the appropriate state logo and identification of the area as a County protected area.

The City acknowledges and agrees that Washington County as a funder of this easement may also place as required and where practicable at access points to the Protected Property a sign that includes the Washington County logo and identification of the area as a County protected area.

Further, the City acknowledges and agrees that the County may place small Easement boundary signs demarcating the surveyed perimeter of the Protected Property.

c. Roads. No new roads, driveways, parking, or asphalt, bituminous or concrete areas, shall be constructed or installed on the Protected Property; currently none exist on the property.

d. Trails. Currently, there is a network of asphalt and natural surface trails on the Protected Property, which is more specifically described in the "Trails Map" in the Baseline Documentation Report. These existing trails may be maintained and used in their current states at the time of the conveyance of this Easement but may not be widened, lengthened or relocated without the approval of the County under Section 8.6 of this Easement. It is the intent of this easement to limit asphalt trails to no more than a fifteen (15) percent expansion of the existing level due to the national significance of this shoreline parcel. Further, permitted trails may be established, maintained, and used only in a manner that does not result in significant erosion or impairment to the natural habitat, water quality, or scenic quality of the Protected Property.

e. Fences. Fences may be constructed, maintained, improved, replaced or removed to mark boundaries, to secure the Protected Property, or as needed in carrying out activities permitted by this Easement. Fences may not be located or constructed in a way that impairs or interferes with the natural habitat or scenic quality of the Protected Property or interferes with established wildlife corridors.

f. Outdoor Lighting. No permanent outdoor lighting is allowed on the Protected Property without advance County approval. In order to minimize sky glow or light pollution originating from the Protected Property, any new outdoor light fixtures must minimize light emitted above the plane of the horizon of the fixture through the use of earthward directed or full cut-off fixtures or lamps with single or minimal-color light sources, or other equally effective fixtures designed to minimize light pollution.

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g. Docks. No docks are allowed on the Protected Property.

3.9 Dumping. No trash, non-compostable garbage, debris, unserviceable vehicles or equipment, junk, other unsightly material or hazardous or toxic substances may be dumped or accumulated on the Protected Property. This does not prohibit burning or composting of excess brush or other plant material resulting from activities permitted by this Easement.

3.10 Mining and Extraction. No mining, drilling, exploring for, or removing any minerals, sand, gravel, rock, or fossil fuels from the Protected Property is allowed.

3.11 Topography and Surface Alteration. No alteration or change in the topography or the surface of the Protected Property is allowed. This includes no ditching, draining or filling and no excavation or removal of soil or other material. This provision does not, however, include or prohibit creation, maintenance, restoration or enhancement of wildlife habitat or native biological communities otherwise permitted under Section 4.2 of this Easement.

Any alteration resulting from an otherwise permitted activity or use shall be undertaken with minimal disturbance to soils, topography and vegetation and with proper erosion control practices. At the conclusion of the activity, the surface shall be restored in a timely manner to a condition consistent with the Conservation Purpose of this Easement.

3.12 Water. Currently there are no ponds or wetlands on the property. No alteration, manipulation or diversion of natural watercourses, lakes, shorelines, wetlands or other surface or subsurface bodies of water or creation of new wetlands or water bodies on to or off of the Protected Property are allowed except to restore or enhance wildlife habitat or native biological communities. Any alteration or creation of wetlands, watercourses or water bodies must be undertaken in accordance with a habitat management plan and detailed action plan approved by the County under Section 8.6 of this Easement.

No activities on or uses of the Protected Property that cause significant erosion or that significantly impair water quality or quantity are allowed.

3.13 Vegetation Management. No removal, cutting, pruning, trimming or mowing of any trees or other vegetation, living or dead, and no introduction of non-native species is allowed except as follows:

a. As reasonably required to construct and maintain structures, roads, trails, and other improvements specifically permitted under this Easement and provided that following any construction vegetation shall be restored in a timely manner to a condition consistent with the Conservation Purpose of this Easement.

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b. As minimally required to prevent or control insects, noxious weeds, invasive vegetation, disease, fire, personal injury or property damage.

c. To remove a limited amount of downed or dead timber for firewood or other limited City use.

d. Harvesting naturally occurring plant products (i.e., mushrooms, berries, nuts, herbs, prairie seed, etc.) in a manner that maintains a sustainable growth and reproduction cycle for the harvested plant populations and the surrounding vegetation.

Nothing in this Section allows the intentional introduction of recognized invasive vegetation on the Protected Property. Sections 3.12.b and 3.12.c are intended to permit only limited, small scale activities. Any larger scale activities on the Protected Property require an approved habitat management plan and an approved detailed action plan in accordance with Section 4.2 of this Easement.

3.14 Vehicles. Limited off-road use of motorized vehicles is allowed only in conjunction with limited recreational use on permitted trails and habitat management, restoration or enhancement as permitted in Section 3.13; in conjunction with habitat management, restoration or enhancement activities permitted in Section 4.2; or in association with recreational activities permitted in Section 4.3 below. Motorized vehicles may be used only in a manner that does not result in significant erosion or impairment to or interference with the natural habitat, water quality or scenic quality of the Protected Property.

4. RESERVED RIGHTS. The City retains all rights associated with ownership and use of the Protected Property that are not expressly restricted or prohibited by this Easement. The City may not, however, exercise these rights in a manner that impairs or interferes with the Conservation Values of the Protected Property. Additionally, the City must give notice to the County before exercising any reserved right that might impair or interfere with a Conservation Value of the Protected Property.

Without limiting the generality of the above, the following rights are expressly reserved and the City may use and allow others to use the Protected Property as follows:

4.1 Right to Convey. The City may sell, give, lease, bequeath, devise, mortgage or otherwise encumber or convey the Protected Property. This right to convey the Protected Property is subject to the following provisions.

a. Covered Transactions. Any lease, deed or other conveyance or any encumbrance of the Protected Property is subject to this Easement.

b. Notice to New Owner. The City will reference this Easement in any deed or other document by which the City conveys title to or any interest in the Protected Property.

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c. Notice to County. The City will notify the County of any proposed conveyance of title to the Protected Property at least fifteen (15) days before closing. The City will also provide the County with the name and address of the new owner of the Protected Property and a copy of the deed transferring title within fifteen (15) days after closing. Notice and documents shall be sent to the County in accordance with Section 8.6 of this Easement.

d. Designated Representative. If the Protected Property is owned by a trust, business entity or any common or jointly held ownership, the City shall designate a representative authorized to receive notice on behalf of the City and provide the County with the name and address of the designated representative. The City shall notify the County of any change in the designated representative and provide the County with the new name, address and other contact information within fifteen (15) days after the change.

e. Notice of Action Affecting Easement. The City will also notify the County of any proposed condemnation or any claim, legal proceeding, foreclosure or other legal action that might affect title to the Protected Property or the validity or enforceability of this Easement within fifteen (15) days of receiving actual or constructive notice of said action.

The enforceability or validity of this Easement will not be impaired or limited by any failure of the City to comply with this Section 4.1.

4.2 Habitat Management. The Protected Property may be used to create, maintain, restore, or enhance habitat for wildlife and native biological communities in accordance with a habitat management plan approved by the County under the provisions of Section 8.6 of this Easement. Specific habitat management, restoration or enhancement activities are permitted in accordance with an additional detailed action plan approved by the County under the provisions of Section 8.6 of this Easement that is consistent with the approved habitat management plan. Any detailed action plan proposed by the City must include, but is not limited to, the nature, location, and duration of the desired activity. The City may actively manage, enhance or restore the vegetation on the Protected Property only in accordance with this approved detailed action plan, or as otherwise permitted under Section 3.12.

4.3 Recreational and Educational Uses. The Protected Property may be used for hiking, biking, cross-country skiing, nature observation or study, and other low impact recreational and educational programs or activities that have no more than minimal impact on the Conservation Values of the Protected Property and which are allowed by law. The property may not be used for more than minimal commercial recreational purposes.

Minor rustic structures such as tents, tent platforms, trail barriers, benches, picnic tables, campfires/firepits, and informational kiosks that do not impair or interfere with the natural habitat or scenic qualities of the Protected Property may be placed on the

Protected Property in conjunction with these Easement activities. Such structures shall have no permanent foundation and may not be used for residential use. No utilities or driveways may be installed to service such structures without the prior approval of the County under the provisions of Section 8.6 of this Easement.

5. COUNTY'S RIGHTS AND REMEDIES. In order to accomplish the Conservation Purpose of this Easement to preserve and protect the Conservation Values of the Protected Property, the County has the following rights and remedies:

5.1 Right to Enter. The County has the right to enter the Protected Property at reasonable times and in a reasonable manner and with reasonable notice to City for the following purposes:

a. County may inspect the Protected Property and monitor compliance with the terms of this Easement. Monitoring typically occurs on an annual basis. Unless immediate access is required to enforce the terms of this Easement, the County shall make reasonable efforts to notify the City at least ten (10) days in advance of such entrance and to limit the duration of their visits to less than four (4) hours. Additionally, the City is encouraged to accompany the County on the Protected Property.

b. County may obtain evidence for use in seeking judicial or other enforcement of this Easement.

c. County may survey or otherwise mark the boundaries of all or part of the Protected Property if necessary to determine whether there has been or may be a violation of this Easement.

d. County may otherwise exercise its rights under this Easement.

5.2 Right of Enforcement. The County has the right to prevent or remedy violations of this Easement, including prohibiting the construction of buildings or improvements, through appropriate judicial action brought in any court of competent jurisdiction, or through other methods of dispute resolution, against the City or other responsible party.

a. Notice. The County may not initiate judicial action until the City has been given notice of the violation, or threatened violation, of this Easement and a reasonable opportunity to correct the situation. This provision shall not apply if in the County's sole discretion and exclusive judgment immediate judicial action is necessary to prevent or mitigate significant impairment to or interference with the Conservation Values of the Protected Property or if reasonable, good faith efforts to notify the City are unsuccessful.

b. Remedies. In enforcing this Easement, the County has the right to:

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i. Seek temporary or permanent injunctive relief for any violation or threatened violation of this Easement.
ii. Require restoration of the Protected Property to its condition at the time of this conveyance or as otherwise necessitated by a violation of this Easement.
iii. Specific performance or declaratory relief.
iv. Recover damages resulting from a violation of this Easement or injury to any Conservation Values associated with the Protected Property.

These remedies are cumulative and are available without requiring the County to prove actual damage to the Conservation Values of the Protected Property.

The County and the City agree that the damages created by a violation of this Easement may be determined by calculating the cost of acquiring a conservation easement over similar property. The County and the City also recognize that restoration, regardless of cost, may be the only adequate remedy for certain violations of this Easement.

The County is entitled to seek expedited relief, ex parte if necessary, and shall not be required to post any bond applicable to a petition for such relief.

c. Costs of Enforcement. If judicial action is required to prevent or remedy violations of this Easement, each party involved in the action shall be responsible for their own costs and attorneys' fees. The court may, however, require reimbursement of costs and attorney's fees to the party that prevails in the action.

d. Enforcement Decisions. The County does not waive or forfeit the right to take any action necessary to assure compliance with the terms of this Easement by any delay or prior failure of the County in discovering a violation or initiating enforcement proceedings. The County shall not be barred by any applicable statute of limitations in bringing any action to enforce the terms of this Easement.

e. Acts Beyond Owner's Control. The County may not bring an action against the City for any change to the Protected Property resulting from any of the following:

i. Causes beyond the Owner's control such as changes caused by fire, flood, storm, natural deterioration or the unauthorized acts of third parties.

ii. Reasonable actions taken in good faith under emergency conditions to prevent or mitigate damage resulting from such causes.

Actions by the Owner's lessees, agents, employees or contractors are not considered unauthorized acts of third parties.

This Section does not preclude the City or the County from recovering damages or bringing an action against any third party for trespass or other violation of their respective rights in this Easement or in the Protected Property.

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f. Right to Report. In addition to other remedies, the County has the right to report any environmental concerns or conditions or any actual or potential violations of any environmental laws to appropriate regulatory agencies.

g. Enforcement Rights of Others. Nothing in this Easement is intended to create any right to enforce this Easement in any third party where no such right otherwise exists under this Easement or under law.

5.3 Limitation on Rights. Nothing in this Easement gives the County the right or responsibility to exercise physical control over day-to-day operations on the Protected Property or to become involved in management decisions involving the use or disposal of hazardous substances or to otherwise become an operator of the Protected Property within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act, the Minnesota Environmental Response and Liability Act, or other similar successor federal, state or local statutes or laws regarding responsibility for environmental conditions associated with contamination.

6. PUBLIC ACCESS. The City will provide public access as a public park consistent with the preservation and protection of the Conservation Values of the Protected Property and the terms and restrictions of this Easement.

7. DOCUMENTATION. The current uses of the Protected Property, the state of any existing improvements, and the specific Conservation Values of the Protected Property that are briefly described in this Easement are more fully described in the Baseline Documentation Report on file at the County. The City and the County acknowledge that the Baseline Documentation Report accurately represents the condition of the Protected Property at the time of this conveyance and may be used by the County in monitoring future uses of the Protected Property, in documenting compliance with the terms of this Easement and in any enforcement proceeding. This Baseline Documentation Report, however, is not intended to preclude the use of other information and evidence to document the present condition of the Protected Property in the event of a future controversy.

8. GENERAL PROVISIONS.

8.1 Assignment. Subject to the provisions of Minnesota Statutes section 97A.056, this Easement may be assigned or transferred by the County only to a conservation entity defined as a qualified organization under Section 170(h) of the Internal Revenue Code and related regulations and as an authorized conservation easement holder under Minnesota law. Any future holder of this Easement shall have all of the rights conveyed to the County by this Easement.

As a condition of any assignment or transfer, the County will require any future owner of this property to continue to carry out the Conservation Purpose of this Easement in perpetuity.

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The City will notify the County of any assignment within thirty (30) days after the assignment and will provide the County with the name and address of the new owner.

8.2 Amendment. Subject to the provisions of Minnesota Statutes section 97A.056, and under appropriate circumstances, this Easement may be modified or amended in signed writing by the County and the Owner. However, the County may in their sole discretion and exclusive judgment refuse to agree to any amendment or modification of this Easement, including any amendment in which the following apply:

a. The amendment is inconsistent with the Conservation Purpose of this Easement.
b. The amendment will impair or interfere with the Conservation Values of the Protected Property.
c. The amendment affects the perpetual duration of this Easement.
d. The amendment creates or results in impermissible private benefit or private inurement as prohibited by Section 501(c)(3) of the Internal Revenue Code.
e. Lienholder of existing liens and mortgages will not agree to subordinate their interests to the amended Easement.

Any amendment or modification must be in writing and recorded in the same manner as this Easement. Any evolution of or change to the Conservation Values shall not in and of itself amend the terms or restrictions of this Easement without a written, signed amendment as provided in this Section.

8.3 Termination. This Easement or a portion thereof may be terminated or extinguished in whole or in part only as set out in this Section and subject to the provisions of Minnesota Statutes section 97A.056.

a. Change of Circumstances. This Easement may be terminated or extinguished if circumstances arise that make continued use of the Protected Property in a manner consistent with the Conservation Purpose of this Easement impossible or impractical. In this event, this Easement may be extinguished only through judicial proceedings.

b. Condemnation. This Easement may be terminated or extinguished pursuant to the proper exercise of the power of eminent domain.

c. Proceeds. If this easement is extinguished, terminated, transferred, or sold in whole or in part then the County is entitled to a portion of any proceeds in an amount equal to the fair market value of this Conservation Easement at the time of the extinguishment but no less than an amount equal to the proportionate value that this easement bears to the value of the Protected Property as a whole at the time of conveyance excluding the value of any permitted improvements made after the conveyance of this Conservation Easement.

8.4 Warranties. The current City represents and warrants as follows:

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a. The City is the current and sole owner of the Protected Property in fee simple and has the right and ability to convey this Easement to the County.

b. The Protected Property is free and clear of all rights, restrictions and encumbrances other than those subordinated to this Easement or otherwise specifically agreed to by the County.

c. The Protected Property is not subject to any pending claim, legal proceeding, foreclosure or other legal action affecting title to the Protected Property or the validity or enforceability of this Easement.

d. The current City has no actual knowledge of any use or release of hazardous waste or toxic substances on the Protected Property that is in violation of a federal, state, or local environmental law and will defend, indemnify and hold the County harmless against any claims of contamination from such substances.

8.5 Ownership Responsibilities, Costs and Liabilities. The City retains all responsibilities and shall bear all costs and liabilities of any kind related to the use, ownership, and maintenance of the Protected Property.

a. Taxes. The City shall pay all real estate taxes and assessments levied against the Protected Property, including any levied against the interest of the County created by this Easement. The County may, at their discretion, pay any outstanding taxes or assessments and shall then be entitled to immediate reimbursement from the Owner.

b. Regulatory Compliance. All activities or construction permitted by this Easement shall be undertaken in accordance with applicable federal, state and local laws, regulations and ordinances and nothing in this Easement shall be construed to exempt the Protected Property or the City from otherwise applicable laws or regulations.

The City is solely responsible for obtaining any required governmental permits.

c. Future Environmental Condition. The City is solely responsible for Owner's use or release on the Protected Property of any hazardous or toxic substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, the Minnesota Environmental Response and Liability Act, or other similar successor federal, state or local law or regulation regarding responsibility for environmental conditions associated with contamination. The City shall take all steps necessary to assure any needed containment or remediation resulting from any release of such substance.

d. Future Economic Condition: In conveying this Conservation Easement the City has considered the possibility that uses of the Protected Property prohibited by this Conservation Easement may in the future become more economically

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valuable than used permitted by this Conservation Easement and that neighboring properties may be put entirely to such prohibited uses. Such changes are not deemed to be circumstances justifying the extinguishment of this Conservation Easement as otherwise set forth above.

8.6 Notice and Approval. Any notice or request for approval required by this Easement must be in writing and is subject to the following.

a. Approval Requirements. No activity requiring the prior approval of the County may proceed without the County's written approval as set out in this Section. Approval of the County must be in writing to be effective. Failure of the City to receive approval from the County constitutes denial of the request.

b. Delivery. Any required notice or request for approval must be delivered personally or sent by first class mail or other nationally recognized delivery service to the appropriate party at the following addresses (or other address specified in writing):

To the Owner:
City of Cottage Grove
12800 Ravine Parkway South
Cottage Grove, MN 55016

To the Conservation Easement Holder:
Washington County
Land and Water Legacy Program
Office of Administration
14949 62nd Street North
Stillwater, MN 55082-0006

c. Timing. Unless otherwise specified in this Easement, any required notice or request for approval must be delivered at least 60 days prior to the date proposed for initiating the activity in question.

d. Content. The notice or request for approval must include sufficient information to allow the County to make an informed decision on whether any proposed activity is consistent with the terms and Conservation Purpose of this Easement. At a minimum, this should include:

i. The location, nature, and scope of the proposed activity.
ii. The proposed use, design, and location of any building, structure or improvement.
iii. The plan for any needed restoration of the Protected Property following construction.
iv. Any potential impact on the Conservation Values of the Protected Property.

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e. Approval Decisions. The County may deny a request for approval if they determine that the proposal may impair or interfere with the Conservation Values of the Protected Property or is inconsistent with the terms or Conservation Purpose of this Easement or lacks sufficient information to allow the County to reach an informed decision. The County may condition their approval on the Owner's acceptance of modifications, which would, in the County's judgment, make the proposed activity consistent with the Easement or otherwise meet any concerns.

Except as otherwise provided in this Section, approval of the County must be in writing to be effective.

8.7 Binding Effect. This Easement creates a property right immediately vested in the County and their successors and assigns that cannot be terminated or extinguished except as set out herein.

This Easement shall run with and burden the Protected Property in perpetuity. The terms of this Easement are binding and enforceable against the current Owner of the Protected Property, all successors in title to the Protected Property and all other parties entitled to possess or use the Protected Property.

If at any time the County or other holder of this Easement becomes the Owner of all or a portion of the fee interest in the Protected Property, this Easement shall not be deemed to merge with the underlying fee interest but shall remain in force and effect unless otherwise terminated or extinguished as set out herein.

8.8 Definitions. Unless the context requires otherwise, the following terms are defined as follows:

a. "Owner" includes, jointly and severally, the current owner or owners of the Protected Property identified above and their personal representatives, heirs, successors and assigns in title to the Protected Property.

b. "County" includes Washington County and its successors or assigns to its interest in this Easement.

c. "Easement" includes both this instrument of conveyance and the property interest conveyed from the City to the County.

Other terms may be defined throughout this Easement.

8.9 County. The rights conveyed to the County under this Easement may be exercised by either the State or County separately or jointly. Without limiting the rights of either party, it is nevertheless the intention of the County to use all reasonable efforts to coordinate their activities in carrying out their rights and responsibilities under this Easement.

To that end, the following outlines the general manner in which the County intends to carry out their rights and responsibilities:

a. Monitoring. The County shall be generally responsible for periodically monitoring the Protected Property for compliance with the terms of this Easement and will provide the City with the information regarding the results of such monitoring.

b. Notice and Approval. When providing notice or requesting approval as set out in Section 8.6 above, the City shall give notice to the County. The County shall use all reasonable efforts to coordinate their response to any request for approval.

c. Enforcement. If the County finds there has been a violation of the terms of this Easement, it shall determine how to proceed.

8.10 Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon the transfer or termination of that party's interest in this Easement or the Protected Property, provided, however, that any liability for acts or omissions occurring prior to the transfer or termination will survive that transfer or termination.

8.11 Recording. The County will record this Easement in a timely manner in the official records for the county in which the Protected Property is located. The County may re-record this Easement or any other documents necessary to protect its rights under this Easement or to assure the perpetual enforceability of this Easement.

8.12 Interpretation. This Easement shall be interpreted as follows:

a. Controlling Law and Construction. This Easement shall be governed by the laws of the State of Minnesota and construed to resolve any ambiguities or questions of validity of specific provisions in favor of giving maximum effect to its Conservation Purpose and to the policies and purposes of Minnesota Statutes Chapter 84C, Minnesota Statutes section 97A.056 and Minnesota Laws 2018, Chapter 208, Article 1, Section 2, Subdivision 5(a).

b. Severability. A determination that any provision or specific application of this Easement is invalid shall not affect the validity of the remaining provisions or any future application.

c. Captions. Captions have been inserted in this document solely for convenience of reference and shall have no effect upon interpretation or construction.

d. Future Economic Condition. A change in the potential economic value of any use that is prohibited by or inconsistent with this Easement, or a change in any current or future uses of neighboring properties, shall not constitute a change in conditions that makes it impossible or impractical for continued use of the

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Protected Property for the Conservation Purpose and shall not constitute grounds for terminating the Easement.

8.13 Additional Documents. The City agrees to execute or provide any additional documents reasonably needed by the County to carry out in perpetuity the provisions and the intent of this Easement, including, but not limited to any documents needed to correct any error or mutual mistake, legal description or title matter or to comply with any federal, state, or local law, rule or regulation.

8.14 Entire Agreement. This document sets forth the entire agreement of the parties with respect to this Easement and supersedes all prior discussions or understandings.

8.15 Signatures. This Easement may be completed with the signatures of the parties to this Easement executed and notarized on separate pages which when attached to this document shall constitute one complete document.

The remainder of this page has been intentionally left blank.

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IN WITNESS WHEREOF, the City has voluntarily executed this Easement on the_____day of _____, 2023.

OWNER:

_____
SIGNATURE

_____

State of MINNESOTA

County of _____

The foregoing instrument was acknowledged before me this_____day of_____, 2023, by_____.

_____
Notary Public
My Commission Expires:

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ACCEPTANCE

The COUNTY OF WASHINGTON hereby accepts the foregoing Easement effective as of the _____ day of_____, 2023.

COUNTY OF WASHINGTON:

By: _____

Title: County Board Chair

By: _____

Title: County Administrator

State of MINNESOTA

County of Washington

The foregoing instrument was acknowledged before me this_____day of_____, 2023, by _____and_____, the Board Chair and County Administrator, respectively, of Washington County, a political subdivision of the State of Minnesota.

_____
Notary Public
My Commission Expires: _____

APPROVED AS TO FORM:

_____
Assistant County Attorney

This instrument was drafted by:
Washington County
Office of Administration
14949 62nd Street North
Stillwater, MN 55082

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MISSISSIPPI DUNES
EXHIBIT A – Legal Description

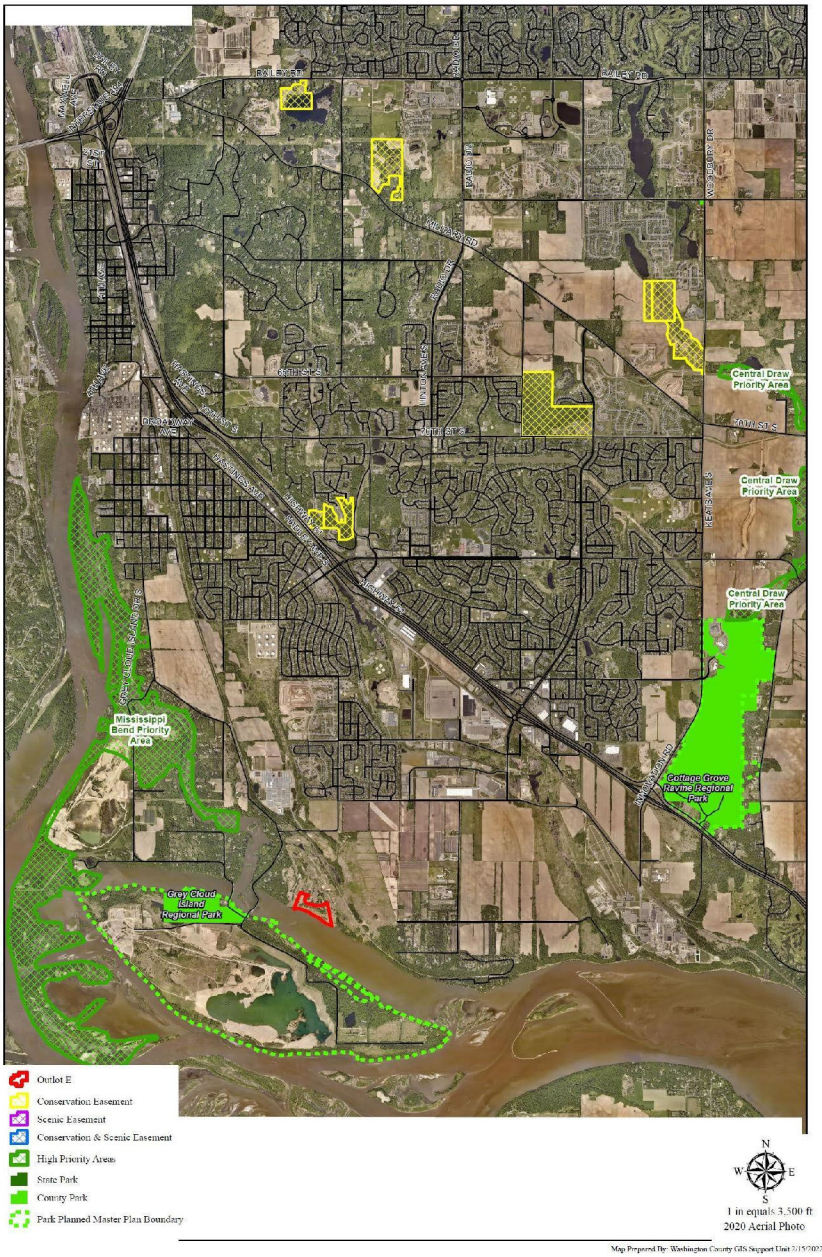
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MISSISSIPPI DUNES
EXHIBIT B – Property Map



Map Prepared By: Washington County GIS Support Unit 10/8/2024

MISSISSIPPI DUNES
EXHIBIT C – Context Map



City Council Action Request

Cottage Grove
Where Pride and Prosperity Meet

8A

Meeting Date	2/15/2023
Department	Finance
Agenda Category	Approve Disbursements
Title	Approve payments for the period of 1-27-2023 through 2-16-2023 in the amount of $2,413,399.69.
Staff Recommendation	
Budget Implication	N/A
Attachments	EXPENSE APPROVAL REPORT.tif 53.11MB PAYROLL CHECK REGISTER.tif 164.11KB

Cottage Grove

Expense Approval Report
By Vendor Name

Payment Dates 1/27/2023 - 2/16/2023

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN34910 - ACROSS THE STREET PRODUCTIONS INC					
ACROSS THE STREET PRODUC	15031	02/09/2023	INV12844	BLUE CARD ONLINE TRAINING PROGRAM-KING	173.25
ACROSS THE STREET PRODUC	15031	02/09/2023	INV12844	BLUE CARD ONLINE TRAINING PROGRAM-KING	173.25
				Vendor VEN34910 - ACROSS THE STREET PRODUCTIONS INC Total:	**346.50**
Vendor: VEN01187 - ADVANCED GRAPHIX INC					
ADVANCED GRAPHIX INC	218619	02/08/2023	210836	CLM# CA260753 - FA5029 DECAL REPAIR 2159/35354	5.50
				Vendor VEN01187 - ADVANCED GRAPHIX INC Total:	**5.50**
Vendor: VEN33137 - ALEC BOBICK					
ALEC BOBICK	218539	02/01/2023	20230201	RMR/RED DOT SIGHT REIMBURSEMENT	660.00
				Vendor VEN33137 - ALEC BOBICK Total:	**660.00**
Vendor: VEN32652 - ALL SEASONS GARAGE DOOR COMPANY					
ALL SEASONS GARAGE DOOR	15032	02/09/2023	655336	SERVICE GARAGE DOOR 3 SWITCH - CENTRAL FIRE	730.00
				Vendor VEN32652 - ALL SEASONS GARAGE DOOR COMPANY Total:	**730.00**
Vendor: VEN33229 - AMAZON FULFILLMENT SERVICES, INC.					
AMAZON FULFILLMENT SERVI	14986	02/02/2023	1FP1-X1JW-3LQL	COMPUTER SECURITY TRAINING-IT	210.76
AMAZON FULFILLMENT SERVI	14986	02/02/2023	16YW-J1YC-7HPT	SET UP OF SQUADS 2202 & 2257	458.00
AMAZON FULFILLMENT SERVI	14986	02/02/2023	1M14-6YXK-7NXX	MAGNETIC HOOKS-RIVER OA	50.83
AMAZON FULFILLMENT SERVI	14986	02/02/2023	11FV-TYQH-HHXX	CORROSION INHIBITOR/PLASTIC CLEANER-RIVER OAKS	100.38
AMAZON FULFILLMENT SERVI	14986	02/02/2023	11PJ-C6FD-JFM6	FIRST AID KITS-SWAT SUPPLIE	68.72
AMAZON FULFILLMENT SERVI	14986	02/02/2023	1HLD-J4WG-P9DV	MILWAUKEE M18 BATTERIES-FACILITIES	368.12
AMAZON FULFILLMENT SERVI	15033	02/09/2023	13L7-3TMM-DQ1Q	WEEKLY PLANNER-PW	19.64
AMAZON FULFILLMENT SERVI	15033	02/09/2023	1N7F-4GVM-6JFK	TIRE GROOVING IRON/TIRE SIPER - SHOP TOOLS	328.98
AMAZON FULFILLMENT SERVI	15033	02/09/2023	1NQ4-C7MR-7DHR	HAZ MAT TRAINING BOOKS-FIRE	762.32
AMAZON FULFILLMENT SERVI	15033	02/09/2023	11TX-YDXR-KCJG	K9 SUPPLIES-PD	115.92
AMAZON FULFILLMENT SERVI	15033	02/09/2023	19VX-J1NW-G9GG	BATTERIES-PD	148.96
				Vendor VEN33229 - AMAZON FULFILLMENT SERVICES, INC. Total:	**2,632.63**
Vendor: VEN01079 - AMERICAN FLAGPOLE AND FLAG COMPANY					
AMERICAN FLAGPOLE AND FL	218620	02/08/2023	178011	VARIOUS NYLON FLAGS-CITY HALL/PUBLIC WORKS	1,082.90
AMERICAN FLAGPOLE AND FL	218620	02/08/2023	178011	VARIOUS NYLON FLAGS-CITY HALL/PUBLIC WORKS	119.80
				Vendor VEN01079 - AMERICAN FLAGPOLE AND FLAG COMPANY Total:	**1,202.70**
Vendor: VEN36038 - AMY SCHWEIGERT					
AMY SCHWEIGERT	218540	02/01/2023	1005	THERAPY SERVICES THRU 1/31/23	2,656.00
				Vendor VEN36038 - AMY SCHWEIGERT Total:	**2,656.00**
Vendor: VEN12426 - ANDREA LINDEEN					
ANDREA LINDEEN	218541	02/01/2023	20230201	RMR/RED DOT SIGHT REIMBURSEMENT	660.00
				Vendor VEN12426 - ANDREA LINDEEN Total:	**660.00**

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN36157 - ANOKA COUNTY SHERIFFS OFFICE					
ANOKA COUNTY SHERIFFS OF	218621	02/08/2023	20230208	REFUND BASIC SHOOT ANAYLSIS COURSE-JESSICA MILLER	750.00
				Vendor VEN36157 - ANOKA COUNTY SHERIFFS OFFICE Total:	**750.00**
Vendor: VEN30891 - ARC DOCUMENT SOLUTIONS					
ARC DOCUMENT SOLUTIONS	218622	02/08/2023	54MNI9056404	PAPER FOR PLOTTER	203.75
				Vendor VEN30891 - ARC DOCUMENT SOLUTIONS Total:	**203.75**
Vendor: VEN01017 - ASPEN EQUIPMENT COMPANY					
ASPEN EQUIPMENT COMPAN	14987	02/02/2023	10244862	PVC CHECK VALVE - STOCK	113.44
ASPEN EQUIPMENT COMPAN	14987	02/02/2023	10244938	PLOW MODULE - STOCK	217.41
ASPEN EQUIPMENT COMPAN	14987	02/02/2023	10244939	MOUNT KIT, RECEIVER KITS - 1503/35329	936.58
ASPEN EQUIPMENT COMPAN	14987	02/02/2023	10245104	ANNUAL BOOM INSPECTION/DIELECTRIC - 2601/35339	580.00
ASPEN EQUIPMENT COMPAN	14987	02/02/2023	10245173	SPEED SENSOR - STOCK	1,662.62
ASPEN EQUIPMENT COMPAN	15034	02/09/2023	10245293	TRAILER LIGHT - STOCK	286.06
ASPEN EQUIPMENT COMPAN	15034	02/09/2023	10245545	CHECK VALVE - STOCK	113.44
				Vendor VEN01017 - ASPEN EQUIPMENT COMPANY Total:	**3,909.55**
Vendor: VEN35831 - AURORA STRATEGIC ADVISORS INC					
AURORA STRATEGIC ADVISOR	218623	02/08/2023	23-CG-1	STATE LOBBYIST - JANUARY 2023	5,000.00
AURORA STRATEGIC ADVISOR	218623	02/08/2023	23-CG-1	FEDERAL LOBBYIST - JANUARY 2023	3,909.09
				Vendor VEN35831 - AURORA STRATEGIC ADVISORS INC Total:	**8,909.09**
Vendor: VEN31986 - AUTONATION					
AUTONATION	218542	02/01/2023	606789	PM SERVICE & TIRE ROTATION - 1002/35332	121.03
AUTONATION	218542	02/01/2023	606810	PM SERVICES & TIRE ROTATION - 1802/35331	564.68
AUTONATION	218542	02/01/2023	294125	BATTERY BRKT,NUT,ANTI-FREEZE - 1504/35342 & STOC	35.53
AUTONATION	218624	02/08/2023	607038	STRUTS,SHOCKS,SWAYBAR LINK,ALIGNMNT - 1564/3534	3,680.65
AUTONATION	218624	02/08/2023	296107	WINDSHIELD WASHER RESERVOIR - 1564/35350	43.34
				Vendor VEN31986 - AUTONATION Total:	**4,445.23**
Vendor: VEN36045 - BCDI AV ACQUISITION INC					
BCDI AV ACQUISITION INC	218543	02/01/2023	22-0665	PROGRESS INV# 3 - WELLS 2 & 7 TEMP TREATMENT	651,300.00
				Vendor VEN36045 - BCDI AV ACQUISITION INC Total:	**651,300.00**
Vendor: VEN36145 - BERNICE WEISSER					
BERNICE WEISSER	218544	02/01/2023	20230201	REFUND UB ACCT# 107014639 - 7310 TIMBER CR	129.04
				Vendor VEN36145 - BERNICE WEISSER Total:	**129.04**
Vendor: VEN32557 - BG AUTOMOTIVE INC					
BG AUTOMOTIVE INC	14988	02/02/2023	PI0039433	HCF SPRAY, DIESEL OIL CHG KIT, ADDITIVE - STOCK	580.15
				Vendor VEN32557 - BG AUTOMOTIVE INC Total:	**580.15**
Vendor: VEN35453 - BIX PRODUCE COMPANY LLC					
BIX PRODUCE COMPANY LLC	14989	02/02/2023	5639308	FOOD FOR CLUBHOUSE	610.73
				Vendor VEN35453 - BIX PRODUCE COMPANY LLC Total:	**610.73**
Vendor: VEN31447 - BOLTON & MENK, INC					
BOLTON & MENK, INC	15035	02/09/2023	304899	2021 MILL & OVERLAY SVCS 11/26/22-12/31/22	72.50
BOLTON & MENK, INC	15035	02/09/2023	304900	2021 PAVEMENT MANAGEMENT SVCS 11/26/22-12/31/22	259.00

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
BOLTON & MENK, INC	15035	02/09/2023	304901	2022 PARK MASTER PLANNING SVCS 11/26/22-12	3,632.50
BOLTON & MENK, INC	15035	02/09/2023	304902	2023 MILL OVERLAY SVCS 11/26/22-12/31/22	7,983.00
BOLTON & MENK, INC	15035	02/09/2023	304903	2023 PAVEMENT MANAGEMENT SVCS 11/26/22-12/31/22	32,906.00
BOLTON & MENK, INC	15035	02/09/2023	304904	7781 HARDWOOD AVE SVCS 11/26/22-12/31/22	965.00
BOLTON & MENK, INC	15035	02/09/2023	304905	ANDERSEN RENEWAL EXPANSION SVCS 11/26/22-12/31/22	160.50
BOLTON & MENK, INC	15035	02/09/2023	304906	BAILEY DEVELOPMENT SVCS 11/26/22-12/31/22	321.00
BOLTON & MENK, INC	15035	02/09/2023	304907	COMP SANITARY SEWER PLAN SVCS 11/26/22-12/31/22	3,390.50
BOLTON & MENK, INC	15035	02/09/2023	304908	EASTBROOKE 2ND ADDITION SVCS 11/26/22-12/31/22	243.00
BOLTON & MENK, INC	15035	02/09/2023	304909	7473 LAMAR AVE SVCS 11/26/22-12/31/22	667.00
BOLTON & MENK, INC	15035	02/09/2023	304909	2022 STREET & UTILITY INVENTORY SVC 11/26-12/31/22	597.00
BOLTON & MENK, INC	15035	02/09/2023	304909	6850 EAST POINT DOUGLAS ROAD SVC 11/26/22-12/31/2	1,044.00
BOLTON & MENK, INC	15035	02/09/2023	304909	2023 SPEC & DETAIL UPDATES SVCS 11/26/22-12/31/22	9,543.00
BOLTON & MENK, INC	15035	02/09/2023	304909	ZYWIEC 40 SVCS 11/26/22-12/31/22	810.00
BOLTON & MENK, INC	15035	02/09/2023	304909	FURBER FARM REDEVELOPMENT SVCS 11/26/22-12/31/22	468.00
BOLTON & MENK, INC	15035	02/09/2023	304909	RIVER OAKS BID ASSISTANCE SVCS 11/26/22-12/31/22	798.00
BOLTON & MENK, INC	15035	02/09/2023	304909	E RAVINE STORMWATER AREA CHARGE SVC 11/26-12/31/22	13,981.00
BOLTON & MENK, INC	15035	02/09/2023	304909	WAG PROPERTY UTILITIES SVCS 11/26/22-12/31/22	2,487.00
BOLTON & MENK, INC	15035	02/09/2023	304909	HARDWOOD AVE & CT INTERSECTION SVCS 11/26-12/31/22	30.00
BOLTON & MENK, INC	15035	02/09/2023	304910	GIS PROJECT UPDATES SVCS 11/26/22-12/31/22	645.00
BOLTON & MENK, INC	15035	02/09/2023	304911	GLACIAL VALLEY ESTATES 2ND SVCS 11/26/22-12/31/22	1,635.00
BOLTON & MENK, INC	15035	02/09/2023	304912	GLACIAL VALLEY PARK PH 1 SVCS 11/26/22-12/31/22	6,277.00
BOLTON & MENK, INC	15035	02/09/2023	304913	HAMLET PARK EXP PHASE 3 SVCS 11/26/22-12/31/22	537.50
BOLTON & MENK, INC	15035	02/09/2023	304914	HAWTHORNE SVCS 11/26/22-12/31/22	1,148.50
BOLTON & MENK, INC	15035	02/09/2023	304915	HAWTHORNE 2ND ADDITION SVCS 11/26/22-12/31/22	1,385.50
BOLTON & MENK, INC	15035	02/09/2023	304916	HEMINGWAY INDUSTRIAL SVCS 11/26/22-12/31/22	78.00
BOLTON & MENK, INC	15035	02/09/2023	304917	HIGH POINTE 2ND ADDITION SVCS 11/26/22-12/31/22	78.00
BOLTON & MENK, INC	15035	02/09/2023	304918	HINTON WOODS SVCS 11/26/22-12/31/22	1,620.00
BOLTON & MENK, INC	15035	02/09/2023	304919	HINTON WOODS 2ND SVCS 11/26/22-12/31/22	300.00
BOLTON & MENK, INC	15035	02/09/2023	304920	JAMAICA AVENUE EAST POINT SVCS 11/26/22-12/31/	177,116.17
BOLTON & MENK, INC	15035	02/09/2023	304921	L-P3 POND IMPROVEMENTS SVCS 11/26/22-12/31/22	5,126.50

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
BOLTON & MENK, INC	15035	02/09/2023	304922	NORTHWICK PARK SVCS 11/26/22-12/31/22	78.00
BOLTON & MENK, INC	15035	02/09/2023	304923	OFFICE HOURS SVCS 11/26/22-12/31/22	7,629.00
BOLTON & MENK, INC	15035	02/09/2023	304924	PARKVIEW POINTE FINAL ST SVCS 11/26/22-12/31/22	1,171.50
BOLTON & MENK, INC	15035	02/09/2023	304925	PILLAI BUILDERS-THE VIEWS SVCS 11/26/22-12/31/22	652.00
BOLTON & MENK, INC	15035	02/09/2023	304926	RIVER OAKS RCUT SVCS 11/26/22-12/31/22	528.00
BOLTON & MENK, INC	15035	02/09/2023	304927	RJ SCHINNER SVCS 11/26/22-12/31/22	4,893.50
BOLTON & MENK, INC	15035	02/09/2023	304930	SETTLERS BLUFF SVCS 11/26/22-12/31/22	628.50
BOLTON & MENK, INC	15035	02/09/2023	304933	SHOPPES AT COTTAGE VIEW SVCS 11/26/22-12/31/22	1,588.50
BOLTON & MENK, INC	15035	02/09/2023	304934	SOUTH DISTRICT STREET & UTILITY SVC 11/26-12/31/22	314.00
BOLTON & MENK, INC	15035	02/09/2023	304935	SOUTH DISTRICT TRUNK SEWER SVCS 11/26/22-12/31/22	1,366.00
BOLTON & MENK, INC	15035	02/09/2023	304936	SOUTH DISTRICT TRUNK STORM SVCS 11/26/22-12/31/22	33,821.50
BOLTON & MENK, INC	15035	02/09/2023	304937	SOUTHWEST ARTERIAL SVCS 11/26/22-12/31/22	936.00
BOLTON & MENK, INC	15035	02/09/2023	304938	TG-P14 POND IMPROVEMENTS SVCS 11/26/	1,197.00
BOLTON & MENK, INC	15035	02/09/2023	304939	WAG PARCEL PLAT SVCS 11/26/22-12/31/22	2,410.50
BOLTON & MENK, INC	15035	02/09/2023	304940	WEBER-OPPIDAN DEVELOPMENT SVCS 11/26/22-12/31/22	429.00
BOLTON & MENK, INC	15035	02/09/2023	304941	WOODWARD PONDS 2ND ADD SVCS 11/26/22-12/31/22	542.50
BOLTON & MENK, INC	15035	02/09/2023	304942	CARDINAL RESERVE SVCS 11/26/22-12/31/22	1,735.50
				Vendor VEN31447 - BOLTON & MENK, INC Total:	**336,226.17**
Vendor: VEN02288 - BOUND TREE MEDICAL, LLC					
BOUND TREE MEDICAL, LLC	14990	02/02/2023	84816608	EMS SUPPLIES	245.44
BOUND TREE MEDICAL, LLC	14990	02/02/2023	84816609	EMS SUPPLIES	123.00
				Vendor VEN02288 - BOUND TREE MEDICAL, LLC Total:	**368.44**
Vendor: VEN02005 - BOYER FORD TRUCKS INC					
BOYER FORD TRUCKS INC	14991	02/02/2023	3P31839	VALVE - RETURNED	243.87
BOYER FORD TRUCKS INC	14991	02/02/2023	3P32924	CREDIT INV# 3P31839 - VALVE	-182.90
BOYER FORD TRUCKS INC	15039	02/09/2023	1P5999	SPARE KEYS FOR 4101, 4102, 4104 - 31MISC/35376	32.78
				Vendor VEN02005 - BOYER FORD TRUCKS INC Total:	**93.75**
Vendor: VEN36144 - BRAD BOOGREN					
BRAD BOOGREN	218545	02/01/2023	20230201	REFUND UB ACCT# 800034916 - 6401 HEARTHST	96.76
				Vendor VEN36144 - BRAD BOOGREN Total:	**96.76**
Vendor: VEN16213 - BRAD PETERSEN					
BRAD PETERSEN	218546	02/01/2023	20230201	RMR/RED DOT SIGHT REIMBURSEMENT	660.00
				Vendor VEN16213 - BRAD PETERSEN Total:	**660.00**
Vendor: VEN34898 - BRANDON EKREN					
BRANDON EKREN	218625	02/08/2023	20230208	2023 NREMT-P RECERTIFICATION	32.00
				Vendor VEN34898 - BRANDON EKREN Total:	**32.00**

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN34185 - BRANDYN GRAFF					
BRANDYN GRAFF	218547	02/01/2023	20230201	RMR/RED DOT SIGHT REIMBURSEMENT	660.00
				Vendor VEN34185 - BRANDYN GRAFF Total:	**660.00**
Vendor: VEN35273 - BREAKTHRU BEVERAGE MINNESOTA BEER LLC					
BREAKTHRU BEVERAGE MINN	218548	02/01/2023	347337788	BEER FOR CLUBHOUSE	48.00
BREAKTHRU BEVERAGE MINN	218548	02/01/2023	347337789	BEER FOR CLUBHOUSE	232.00
				Vendor VEN35273 - BREAKTHRU BEVERAGE MINNESOTA BEER LLC Total:	**280.00**
Vendor: VEN32404 - BRIAN CAMPBELL					
BRIAN CAMPBELL	218549	02/01/2023	20230201	RMR/RED DOT SIGHT REIMBURSEMENT	660.00
				Vendor VEN32404 - BRIAN CAMPBELL Total:	**660.00**
Vendor: VEN33107 - BURGGRAF'S ACE HARDWARE OF COTTAGE GROVE CO.					
BURGGRAF'S ACE HARDWARE	218550	02/01/2023	5057	TORX KEY-PD	18.99
BURGGRAF'S ACE HARDWARE	218626	02/08/2023	5081	TORCH KIT-UTILITIES	69.99
				Vendor VEN33107 - BURGGRAF'S ACE HARDWARE OF COTTAGE GROVE CO. Total:	**88.98**
Vendor: VEN03436 - C & E AUTO UPHOLSTERY					
C & E AUTO UPHOLSTERY	15040	02/09/2023	25639	REBUILD DRIVER SEAT CUSHION - 1564/35350	300.00
				Vendor VEN03436 - C & E AUTO UPHOLSTERY Total:	**300.00**
Vendor: VEN34968 - CALIBER HOLDINGS CORPORATION					
CALIBER HOLDINGS CORPORA	14992	02/02/2023	3364002386	CLM# CA257081 - FA4451 REPAIRS 2066/35270	4,293.04
				Vendor VEN34968 - CALIBER HOLDINGS CORPORATION Total:	**4,293.04**
Vendor: VEN03345 - CAPITAL CITY FIREFIGHTER ASSOCIATION					
CAPITAL CITY FIREFIGHTER AS	218551	02/01/2023	104	2023 MEMBERSHIP DUES	50.00
				Vendor VEN03345 - CAPITAL CITY FIREFIGHTER ASSOCIATION Total:	**50.00**
Vendor: VEN14448 - CAPITAL ONE TRADE CREDIT					
CAPITAL ONE TRADE CREDIT	14993	02/02/2023	51593767	1T ROUND CHAIN ELECTR-RIVER OAKS	1,005.41
				Vendor VEN14448 - CAPITAL ONE TRADE CREDIT Total:	**1,005.41**
Vendor: VEN32194 - CAPSTONE HOMES, INC					
CAPSTONE HOMES, INC	14994	02/02/2023	20230201-1	REFUND ESCROW - 10249 GREENWAY CIR S	5,065.00
CAPSTONE HOMES, INC	14994	02/02/2023	20230201-2	REFUND ESCROW - 6698 92ND BAY S	6,295.00
CAPSTONE HOMES, INC	14994	02/02/2023	20230201-3	REFUND ESCROW - 6720 92ND BAY S	6,295.00
CAPSTONE HOMES, INC	14994	02/02/2023	20230201-4	REFUND ESCROW - 10270 GREYSTONE CIR S	5,065.00
CAPSTONE HOMES, INC	14994	02/02/2023	20230201-5	REFUND ESCROW - 10294 GREYSTONE CIR S	5,065.00
				Vendor VEN32194 - CAPSTONE HOMES, INC Total:	**27,785.00**
Vendor: VEN35653 - CARDINAL HOME BUILDERS					
CARDINAL HOME BUILDERS	218552	02/01/2023	20230201-1	REFUND ESCROW - 6225 JANERO AVE S	5,495.00
CARDINAL HOME BUILDERS	218552	02/01/2023	20230201-2	REFUND ESCROW - 9048 62ND ST S	5,495.00
CARDINAL HOME BUILDERS	218552	02/01/2023	20230201-3	REFUND ESCROW - 6217 JANERO AVE S	5,495.00
				Vendor VEN35653 - CARDINAL HOME BUILDERS Total:	**16,485.00**
Vendor: VEN03362 - CARLSON AUTO SERVICE & REPAIR					
CARLSON AUTO SERVICE & RE	15041	02/09/2023	54787	PM SERVICE, TIRES, ALIGNMENT - 1202/35348	2,012.20
CARLSON AUTO SERVICE & RE	15041	02/09/2023	54796	TIE ROD, ALIGNMENT - 1504/35342	283.53
CARLSON AUTO SERVICE & RE	15041	02/09/2023	54808	PM SERVICE - 1602/35360	69.82
				Vendor VEN03362 - CARLSON AUTO SERVICE & REPAIR Total:	**2,365.55**

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN03059 - CENTURY COLLEGE					
CENTURY COLLEGE	15042	02/09/2023	765451	HAZARDOUS MATERIALS BOOK-PEREZ	115.00
				Vendor VEN03059 - CENTURY COLLEGE Total:	**115.00**
Vendor: VEN29526 - CENTURY LINK					
CENTURY LINK	218627	02/08/2023	20230128-1	FEB ACCT 651 459-2197 218	80.72
CENTURY LINK	218627	02/08/2023	20230128-2	FEB ACCT 651 459-2560 545	175.63
CENTURY LINK	218627	02/08/2023	20230128-3	FEB ACCT 651 458-2946 864	101.24
CENTURY LINK	218627	02/08/2023	20230128-3	FEB ACCT 651 458-2946 864	188.03
CENTURY LINK	218627	02/08/2023	20230128-4	FEB ACCT 651 459-3912 290	335.73
CENTURY LINK	218627	02/08/2023	20230128-5	FEB ACCT 651 458-8074 011	133.59
CENTURY LINK	218627	02/08/2023	20230128-6	FEB ACCT 651 459-8124 217	62.84
CENTURY LINK	218627	02/08/2023	20230128-7	FEB ACCT 651 459-8128 529	62.84
CENTURY LINK	218627	02/08/2023	20230128-8	FEB ACCT 651 459-9499 123	226.82
				Vendor VEN29526 - CENTURY LINK Total:	**1,367.44**
Vendor: VEN03416 - CERTIFIED POWER, INC					
CERTIFIED POWER, INC	14995	02/02/2023	50341209	SENSOR CABLES - STOCK	302.44
				Vendor VEN03416 - CERTIFIED POWER, INC Total:	**302.44**
Vendor: VEN33420 - CHARLES A WEINSTEIN					
CHARLES A WEINSTEIN	15043	02/09/2023	1740	CONSULTING SERVICES-COMMUNITY DEV TEAM	3,000.00
				Vendor VEN33420 - CHARLES A WEINSTEIN Total:	**3,000.00**
Vendor: VEN33373 - CHELSEY FLORES					
CHELSEY FLORES	218628	02/08/2023	20230208	2023 NREMT-P RECERTIFICATION	32.00
				Vendor VEN33373 - CHELSEY FLORES Total:	**32.00**
Vendor: VEN36143 - CHRISTOPHER STEELE					
CHRISTOPHER STEELE	218553	02/01/2023	20230201	REFUND UB ACCT# 800050203 - 6545 JAREAU CT	114.19
				Vendor VEN36143 - CHRISTOPHER STEELE Total:	**114.19**
Vendor: VEN33565 - CINTAS CORPORATION NO. 2					
CINTAS CORPORATION NO. 2	14996	02/02/2023	4142154108	PW UNIFORM SVC	6.13
CINTAS CORPORATION NO. 2	14996	02/02/2023	4142154108	PW UNIFORM SVC	2.48
CINTAS CORPORATION NO. 2	14996	02/02/2023	4142154108	PW UNIFORM SVC	52.08
CINTAS CORPORATION NO. 2	15044	02/09/2023	4142947502	PW UNIFORM SVC	6.13
CINTAS CORPORATION NO. 2	15044	02/09/2023	4142947502	PW UNIFORM SVC	56.19
CINTAS CORPORATION NO. 2	15044	02/09/2023	4143137010	SHOP TOWEL - RIVER OAKS UNIFORM SVC	37.43
CINTAS CORPORATION NO. 2	15044	02/09/2023	4143581145	MAT SERVICE - CENTRAL FIRE	79.94
CINTAS CORPORATION NO. 2	15044	02/09/2023	4143581393	PW UNIFORM SVC	6.13
CINTAS CORPORATION NO. 2	15044	02/09/2023	4143581393	PW UNIFORM SVC	54.56
				Vendor VEN33565 - CINTAS CORPORATION NO. 2 Total:	**301.07**
Vendor: VEN31257 - CITY OF COTTAGE GROVE					
CITY OF COTTAGE GROVE	218554	02/01/2023	20230201	PETTY CASH REIMBURSE-PART FOR CITY HALL SINK-KOR	12.00
CITY OF COTTAGE GROVE	218554	02/01/2023	20230201	PETTY CASH REIMBURSE-GREEN EXPO PARKING-ORLOF	12.00
CITY OF COTTAGE GROVE	218554	02/01/2023	20230201	PETTY CASH REIMBURSE-GREEN EXPO MEAL-ORLOFF	19.17
CITY OF COTTAGE GROVE	218554	02/01/2023	20230201	PETTY CASH REIMBURSE-GREEN EXPO MEAL-NORGAR	16.40
CITY OF COTTAGE GROVE	218554	02/01/2023	20230201	PETTY CASH REIMBURSE-GREEN EXPO PARKING-NORGARD	5.00
CITY OF COTTAGE GROVE	218554	02/01/2023	20230201	PETTY CASH REIMBURSE-GREEN EXPO MEAL-SCHWERY	18.92
CITY OF COTTAGE GROVE	218554	02/01/2023	20230201	PETTY CASH REIMBURSE-GREEN EXPO PARKING-ZAHNOW	12.00

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
CITY OF COTTAGE GROVE	218554	02/01/2023	20230201	PETTY CASH REIMBURSE-GREEN EXPO MEAL-ZAHNOW	20.00
CITY OF COTTAGE GROVE	218554	02/01/2023	20230201	PETTY CASH REIMBURSE-GREEN EXPO PARKING-FOHRMAN	7.00
CITY OF COTTAGE GROVE	218554	02/01/2023	20230201	PETTY CASH REIMBURSE-GREEN EXPO MEAL-WEBER	16.67
CITY OF COTTAGE GROVE	218554	02/01/2023	20230201	PETTY CASH REIMBURSE-GREEN EXPO MEAL-GERRY	19.15
				Vendor VEN31257 - CITY OF COTTAGE GROVE Total:	**158.31**
Vendor: VEN36156 - CITY OF EDEN PRAIRIE					
CITY OF EDEN PRAIRIE	218629	02/08/2023	4358	ANNUAL FENCING CONSORTIUM FEE	8,903.00
CITY OF EDEN PRAIRIE	218629	02/08/2023	4358	ANNUAL FENCING CONSORTIUM FEE	6,300.00
				Vendor VEN36156 - CITY OF EDEN PRAIRIE Total:	**15,203.00**
Vendor: VEN31354 - CITY OF LAKEVILLE					
CITY OF LAKEVILLE	218630	02/08/2023	20230208	REFUND BASIC SHOOT ANAYLSIS COURSE-EMILY BARES	750.00
				Vendor VEN31354 - CITY OF LAKEVILLE Total:	**750.00**
Vendor: VEN03057 - CITY OF WOODBURY					
CITY OF WOODBURY	218556	02/01/2023	23-0019	2023 SWAT PARTICIPATION	15,300.00
				Vendor VEN03057 - CITY OF WOODBURY Total:	**15,300.00**
Vendor: VEN33504 - COLLEEN MCKENZIE PHOTOGRAPHY					
COLLEEN MCKENZIE PHOTOG	218557	02/01/2023	3476	STAFF & COUNCIL HEAD SHOT	1,050.00
				Vendor VEN33504 - COLLEEN MCKENZIE PHOTOGRAPHY Total:	**1,050.00**
Vendor: VEN03183 - COLLEGE CITY BEVERAGE, INC.					
COLLEGE CITY BEVERAGE, INC	14997	02/02/2023	866937	BEER FOR CLUBHOUSE	297.00
				Vendor VEN03183 - COLLEGE CITY BEVERAGE, INC. Total:	**297.00**
Vendor: VEN32389 - COMCAST					
COMCAST	218558	02/01/2023	164105991	CENTRAL FIRE FIBER ACCT# 939010329 THRU 1/14/23	6,252.00
COMCAST	218631	02/08/2023	20230201-1	HERO CENTER ACCT# 8772105760380879 2/4/23-3/3/23	175.70
COMCAST	218631	02/08/2023	20230201-2	ICE ARENA ACCT# 8772105760336376 2/5/23-3/4/23	401.32
				Vendor VEN32389 - COMCAST Total:	**6,829.02**
Vendor: VEN32321 - COMPASS MINERALS AMERICA INC					
COMPASS MINERALS AMERIC	218559	02/01/2023	1112515	ROAD SALT-117.57 TON	9,636.04
COMPASS MINERALS AMERIC	218559	02/01/2023	1113527	ROAD SALT-260.46 TON	21,347.30
COMPASS MINERALS AMERIC	218559	02/01/2023	1115377	ROAD SALT-95.85 TON	7,855.87
COMPASS MINERALS AMERIC	218559	02/01/2023	1117282	ROAD SALT-218.07 TON	17,873.02
COMPASS MINERALS AMERIC	218559	02/01/2023	1118181	ROAD SALT-48.6 TON	3,983.26
				Vendor VEN32321 - COMPASS MINERALS AMERICA INC Total:	**60,695.49**
Vendor: VEN34873 - CONSTRUCTION RESULTS CORPORATION					
CONSTRUCTION RESULTS COR	218632	02/08/2023	20230124	PYMT 7/FINAL-2020 HAMLET EXPANSION SVC THRU 5/31	29,344.90
				Vendor VEN34873 - CONSTRUCTION RESULTS CORPORATION Total:	**29,344.90**
Vendor: VEN03943 - COTTAGE GROVE ANIMAL HOSPITAL					
COTTAGE GROVE ANIMAL HO	218633	02/08/2023	265604	ANNUAL EXAM & VACCINES - SCOUT	305.82
COTTAGE GROVE ANIMAL HO	218633	02/08/2023	265680	ANNUAL EXAM & VACCINES - GUNNAR	612.12
				Vendor VEN03943 - COTTAGE GROVE ANIMAL HOSPITAL Total:	**917.94**

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN03037 - COTTAGE GROVE AREA CHAMBER OF COMMERCE					
COTTAGE GROVE AREA CHAM	15045	02/09/2023	7354	COMMUNITY SHOWCASE BOOTH SPACE & MEMBER	550.00
COTTAGE GROVE AREA CHAM	15045	02/09/2023	7355	STATE OF THE CITIES LUNCH NETWORKING LUNCHEON	125.00
COTTAGE GROVE AREA CHAM	15045	02/09/2023	7356	STATE OF THE CITIES LUNCH NETWORKING LUNCHEON	25.00
				Vendor VEN03037 - COTTAGE GROVE AREA CHAMBER OF COMMERCE Total:	**700.00**
Vendor: VEN29508 - COTTAGE GROVE POLICE FEDERATION					
COTTAGE GROVE POLICE FEDE	15046	02/09/2023	INV025198	2/9/23 BIWEEKLY PAYROLL 1/16/23-1/29/23	1,815.00
				Vendor VEN29508 - COTTAGE GROVE POLICE FEDERATION Total:	**1,815.00**
Vendor: VEN33035 - COUNTRY PET FOODS LLC					
COUNTRY PET FOODS LLC	218634	02/08/2023	58068	50# CALCIUM CHLORIDE PELLETS	1,657.00
				Vendor VEN33035 - COUNTRY PET FOODS LLC Total:	**1,657.00**
Vendor: VEN36151 - CRAFT HOMES LLC					
CRAFT HOMES LLC	218560	02/01/2023	20230201	REFUND ESCROW - 9481 63RD ST S	5,495.00
				Vendor VEN36151 - CRAFT HOMES LLC Total:	**5,495.00**
Vendor: VEN03011 - CRYSTEEL TRUCK EQUIPMENT INC					
CRYSTEEL TRUCK EQUIPMENT	14998	02/02/2023	FP189785	KICKSTAND - STOCK	84.88
				Vendor VEN03011 - CRYSTEEL TRUCK EQUIPMENT INC Total:	**84.88**
Vendor: VEN03012 - CUB FOODS					
CUB FOODS	218561	02/01/2023	20230107	FOOD FOR CLUBHOUSE	32.59
				Vendor VEN03012 - CUB FOODS Total:	**32.59**
Vendor: VEN32300 - D R HORTON					
D R HORTON	218562	02/01/2023	20230201-01	REFUND ESCROW - 6527 GENEVIEVE TRL S	1,000.00
D R HORTON	218562	02/01/2023	20230201-02	REFUND ESCROW - 6529 GENEVIEVE TRL S	1,000.00
D R HORTON	218562	02/01/2023	20230201-03	REFUND ESCROW - 6531 GENEVIEVE TRL S	1,000.00
D R HORTON	218562	02/01/2023	20230201-04	REFUND ESCROW - 6533 GENEVIEVE TRL S	1,000.00
D R HORTON	218562	02/01/2023	20230201-05	REFUND ESCROW - 6535 GENEVIEVE TRL S	1,000.00
D R HORTON	218562	02/01/2023	20230201-06	REFUND ESCROW - 6539 GENEVIEVE TRL S	1,000.00
D R HORTON	218562	02/01/2023	20230201-07	REFUND ESCROW - 6541 GENEVIEVE TRL S	1,000.00
D R HORTON	218562	02/01/2023	20230201-08	REFUND ESCROW - 6178 JASMINE BAY S	5,495.00
D R HORTON	218562	02/01/2023	20230201-09	REFUND ESCROW - 9308 63RD ST S	5,495.00
D R HORTON	218562	02/01/2023	20230201-10	REFUND ESCROW - 9298 62ND ST S	5,495.00
D R HORTON	218562	02/01/2023	20230201-11	REFUND ESCROW - 6207 JEFFERY AVE S	5,495.00
D R HORTON	218562	02/01/2023	20230201-12	REFUND ESCROW - 6706 PINE ARBOUR LN S	5,495.00
				Vendor VEN32300 - D R HORTON Total:	**34,475.00**
Vendor: VEN04158 - DAKOTA COUNTY SHERIFF'S OFFICE					
DAKOTA COUNTY SHERIFF'S O	218635	02/08/2023	20230208	REFUND BASIC SHOOT ANAYLSIS COURSE-JENNIFER LENARZ	750.00
				Vendor VEN04158 - DAKOTA COUNTY SHERIFF'S OFFICE Total:	**750.00**

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN04013 - DAKOTA COUNTY TECHNICAL COLLEGE					
DAKOTA COUNTY TECHNICAL	218636	02/08/2023	190048	DEFENSIVE DRIVING SNOWPLOW TRAINING DECEMBER 2022	1,800.00
				Vendor VEN04013 - DAKOTA COUNTY TECHNICAL COLLEGE Total:	**1,800.00**
Vendor: VEN34252 - DAN ANSELMENT					
DAN ANSELMENT	218637	02/08/2023	20230208	MNIAI ANNUAL MEMBERSHIP DUES	25.00
				Vendor VEN34252 - DAN ANSELMENT Total:	**25.00**
Vendor: VEN12356 - DAVE LIERMANN					
DAVE LIERMANN	218564	02/01/2023	20230201	RMR/RED DOT SIGHT REIMBURSEMENT	660.00
				Vendor VEN12356 - DAVE LIERMANN Total:	**660.00**
Vendor: VEN33026 - DISTINCTIVE DESIGN BUILD LLC					
DISTINCTIVE DESIGN BUILD LL	218565	02/01/2023	20230201-01	REFUND ESCROW - 6357 HARKNESS AVE S	5,495.00
DISTINCTIVE DESIGN BUILD LL	218565	02/01/2023	20230201-02	REFUND ESCROW - 7433 63RD ST S	5,495.00
DISTINCTIVE DESIGN BUILD LL	218565	02/01/2023	20230201-03	REFUND ESCROW - 6448 HARKNESS AVE S	5,495.00
DISTINCTIVE DESIGN BUILD LL	218565	02/01/2023	20230201-04	REFUND ESCROW - 7413 63RD ST S	5,495.00
DISTINCTIVE DESIGN BUILD LL	218565	02/01/2023	20230201-05	REFUND ESCROW - 7453 63RD ST S	5,495.00
DISTINCTIVE DESIGN BUILD LL	218565	02/01/2023	20230201-06	REFUND ESCROW - 6236 HARKNESS AVE S	5,495.00
DISTINCTIVE DESIGN BUILD LL	218565	02/01/2023	20230201-07	REFUND ESCROW - 6256 HARKNESS AVE S	5,495.00
DISTINCTIVE DESIGN BUILD LL	218565	02/01/2023	20230201-08	REFUND ESCROW - 6381 HARKNESS AVE S	5,495.00
DISTINCTIVE DESIGN BUILD LL	218565	02/01/2023	20230201-09	REFUND ESCROW - 6400 HARKNESS AVE S	5,495.00
DISTINCTIVE DESIGN BUILD LL	218565	02/01/2023	20230201-10	REFUND ESCROW - 7424 63RD ST S	5,495.00
DISTINCTIVE DESIGN BUILD LL	218565	02/01/2023	20230201-11	REFUND ESCROW - 7452 63RD ST S	5,495.00
DISTINCTIVE DESIGN BUILD LL	218565	02/01/2023	20230201-12	REFUND ESCROW - 7460 63RD ST S	5,495.00
DISTINCTIVE DESIGN BUILD LL	218565	02/01/2023	20230201-13	REFUND ESCROW - 7420 63RD ST S	5,495.00
DISTINCTIVE DESIGN BUILD LL	218565	02/01/2023	20230201-14	REFUND ESCROW - 7456 63RD ST S	5,495.00
DISTINCTIVE DESIGN BUILD LL	218565	02/01/2023	20230201-15	REFUND ESCROW - 6369 HARKNESS AVE S	5,495.00
				Vendor VEN33026 - DISTINCTIVE DESIGN BUILD LLC Total:	**82,425.00**
Vendor: VEN35471 - ECKBERG LAMMERS, P.C.					
ECKBERG LAMMERS, P.C.	218567	02/01/2023	A32395	FIELD TEACHING OFFICERS CERTIFICATION COURSE	1,298.00
				Vendor VEN35471 - ECKBERG LAMMERS, P.C. Total:	**1,298.00**
Vendor: VEN05014 - EHLERS AND ASSOCIATES INC					
EHLERS AND ASSOCIATES INC	218568	02/01/2023	92816	MWF APARTMENTS 2022 SVCS THRU 12/31/22	450.00
EHLERS AND ASSOCIATES INC	218568	02/01/2023	92817	NORTHPOINTE INDUSTRIAL SVCS THRU 12/31/22	3,150.00
EHLERS AND ASSOCIATES INC	218568	02/01/2023	92821	MWF APARTMENTS SVCS THRU 12/31/22	135.00
				Vendor VEN05014 - EHLERS AND ASSOCIATES INC Total:	**3,735.00**
Vendor: VEN06020 - ELLIOTT AUTO SUPPLY					
ELLIOTT AUTO SUPPLY	14999	02/02/2023	1-Z31633	BATTERY - STOCK	125.95
ELLIOTT AUTO SUPPLY	15047	02/09/2023	1-Z31696	BATTERY - STOCK	171.95
ELLIOTT AUTO SUPPLY	15047	02/09/2023	74-304978	OIL FILTER - STOCK	7.92

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
ELLIOTT AUTO SUPPLY	15047	02/09/2023	74-304987	BATTERIES - STOCK	343.90
ELLIOTT AUTO SUPPLY	15047	02/09/2023	1-Z31750	CREDIT - BATTERY CORE RETURN	-16.00
				Vendor VEN06020 - ELLIOTT AUTO SUPPLY Total:	**633.72**
Vendor: VEN05028 - EMERGENCY APPARATUS MAINTENANCE, INC.					
EMERGENCY APPARATUS MAI	15000	02/02/2023	126200	SEAT,FUEL GAUGE,DOOR HANDLE,O/S LABOR - 3145/35334	1,449.88
				Vendor VEN05028 - EMERGENCY APPARATUS MAINTENANCE, INC. Total:	**1,449.88**
Vendor: VEN32508 - EMERGENCY SERVICES MARKETING CORP, INC					
EMERGENCY SERVICES MARK	218569	02/01/2023	23-10191	ANNUAL SUBSCRIPTION 4/3/23-4/2/24	660.00
				Vendor VEN32508 - EMERGENCY SERVICES MARKETING CORP, INC Total:	**660.00**
Vendor: VEN31385 - FARMER BROS CO					
FARMER BROS CO	218638	02/08/2023	96320502	BEVERAGES FOR ICE ARENA	375.78
FARMER BROS CO	218638	02/08/2023	96320514	BEVERAGES FOR ICE ARENA	316.80
				Vendor VEN31385 - FARMER BROS CO Total:	**692.58**
Vendor: VEN14433 - FERGUSON WATERWORKS #2518					
FERGUSON WATERWORKS #2	218570	02/01/2023	506931	WATER METERS-UTILITIES	2,402.40
FERGUSON WATERWORKS #2	218639	02/08/2023	507131	PIPE GASKET & FLANGE FITTINGS-UTILITIES	649.68
FERGUSON WATERWORKS #2	218639	02/08/2023	507133	FLANGE/HYD OIL/WASP & HORNET KILLER-UTILITIES	424.43
				Vendor VEN14433 - FERGUSON WATERWORKS #2518 Total:	**3,476.51**
Vendor: VEN33001 - FIELDSTONE FAMILY HOMES INC.					
FIELDSTONE FAMILY HOMES I	218571	02/01/2023	20230201	REFUND ESCROW - 6888 94TH COVE S	6,529.00
				Vendor VEN33001 - FIELDSTONE FAMILY HOMES INC. Total:	**6,529.00**
Vendor: VEN34368 - FIRE LOSS MANGEMENT LLC					
FIRE LOSS MANGEMENT LLC	218640	02/08/2023	23-003	FIRE ALARM PLAN REVIEW-PIZZA RANCH	50.00
				Vendor VEN34368 - FIRE LOSS MANGEMENT LLC Total:	**50.00**
Vendor: VEN32106 - FIRE PROTECTION SERVICES, INC					
FIRE PROTECTION SERVICES, I	218572	02/01/2023	1799	3M BLDG 150 CHEM STORE-REVIEW DRAW & CALCULATIONS	3,323.64
				Vendor VEN32106 - FIRE PROTECTION SERVICES, INC Total:	**3,323.64**
Vendor: VEN31404 - FLEETPRIDE, INC					
FLEETPRIDE, INC	218573	02/01/2023	105053175	BP CASTROL TRANSMISSION FLUID - STOCK	109.18
FLEETPRIDE, INC	218573	02/01/2023	105063142	RUBBER HOOD CATCH W/BRKT - 4003/35317	13.90
FLEETPRIDE, INC	218573	02/01/2023	105074253	MUDFLAPS - STOCK	35.44
FLEETPRIDE, INC	218573	02/01/2023	105119437	BACKUP ALARM - STOCK	35.48
FLEETPRIDE, INC	218573	02/01/2023	105221048	CHAMBER, LAMP/GROMMET KIT - STOCK	68.36
FLEETPRIDE, INC	218573	02/01/2023	105222617	DEF FLUID - 26MISC/35345	147.15
FLEETPRIDE, INC	218641	02/08/2023	105229993	CHAMBER - STOCK	44.58
FLEETPRIDE, INC	218641	02/08/2023	105274759	BRAKE DRUMS & SHOES - 4103/35353	655.16
FLEETPRIDE, INC	218641	02/08/2023	105359677	CHAMBER - STOCK	175.77
				Vendor VEN31404 - FLEETPRIDE, INC Total:	**1,285.02**
Vendor: VEN06261 - FURY CHRYSLER JEEP					
FURY CHRYSLER JEEP	218642	02/08/2023	6373871/1	MAINT LAMPS,COOLANT,RADIATOR, O/S LABOR 2160/35387	2,143.97
				Vendor VEN06261 - FURY CHRYSLER JEEP Total:	**2,143.97**
Vendor: VEN14420 - GENUINE PARTS COMPANY					
GENUINE PARTS COMPANY	15001	02/02/2023	2514-031001	JB WELD STIK - 4003/35317	9.49

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
GENUINE PARTS COMPANY	15001	02/02/2023	2514-031667	RADIATOR HOSE - 9007/3534	43.11
GENUINE PARTS COMPANY	15001	02/02/2023	2514-031712	BEARING, SPARK PLUGS, IGNITION COIL - 2201/35341	342.51
				Vendor VEN14420 - GENUINE PARTS COMPANY Total:	**395.11**
Vendor: VEN07007 - GERTENS					
GERTENS	218643	02/08/2023	730043/6	JRK MASTER MELT 50#	455.70
				Vendor VEN07007 - GERTENS Total:	**455.70**
Vendor: VEN34259 - GONYEA HOMES					
GONYEA HOMES	218574	02/01/2023	20230201-01	REFUND ESCROW - 7107 61ST ALCOVE S	6,295.00
GONYEA HOMES	218574	02/01/2023	20230201-02	REFUND ESCROW - 7258 61ST ST S	5,495.00
GONYEA HOMES	218574	02/01/2023	20230201-03	REFUND ESCROW - 6082 HARKNESS AVE S	5,495.00
GONYEA HOMES	218574	02/01/2023	20230201-04	REFUND ESCROW - 7366 61ST ST S	5,495.00
GONYEA HOMES	218574	02/01/2023	20230201-05	REFUND ESCROW - 7260 61ST ST S	5,495.00
GONYEA HOMES	218574	02/01/2023	20230201-06	REFUND ESCROW - 7266 61ST ST S	5,495.00
GONYEA HOMES	218574	02/01/2023	20230201-07	REFUND ESCROW - 6096 HARKNESS AVE S	5,495.00
GONYEA HOMES	218574	02/01/2023	20230201-08	REFUND ESCROW - 7344 61ST ST S	5,495.00
GONYEA HOMES	218574	02/01/2023	20230201-09	REFUND ESCROW - 7299 61ST ST S	5,495.00
GONYEA HOMES	218574	02/01/2023	20230201-10	REFUND ESCROW - 6098 HARKNESS AVE S	5,495.00
				Vendor VEN34259 - GONYEA HOMES Total:	**55,750.00**
Vendor: VEN07015 - GRAINGER					
GRAINGER	15002	02/02/2023	9581626257	BAND SAW BLADES - SMALL TOOLS	40.94
				Vendor VEN07015 - GRAINGER Total:	**40.94**
Vendor: VEN07023 - GRAPHIC DESIGN INC					
GRAPHIC DESIGN INC	15003	02/02/2023	QB46741	BUSINESS CARDS-BURFEIND	55.00
GRAPHIC DESIGN INC	15048	02/09/2023	QB46807	#10 REGULAR ENVELOPES	332.00
GRAPHIC DESIGN INC	15048	02/09/2023	QB46822	BUSINESS CARDS-OHRT	55.00
				Vendor VEN07023 - GRAPHIC DESIGN INC Total:	**442.00**
Vendor: VEN33879 - GREATAMERICA FINANCIAL SERVICES CORPORATION					
GREATAMERICA FINANCIAL SE	218575	02/01/2023	33264820	FOLDING MACHINE RENTAL - JANUARY	343.85
				Vendor VEN33879 - GREATAMERICA FINANCIAL SERVICES CORPORATION Total:	**343.85**
Vendor: VEN35928 - GUARDIAN FLEET SAFETY LLC					
GUARDIAN FLEET SAFETY LLC	218644	02/08/2023	23-0039	3" MPOWER SINGLE COLOR 4 LED-SQUAD 2252	74.27
				Vendor VEN35928 - GUARDIAN FLEET SAFETY LLC Total:	**74.27**
Vendor: VEN08001 - HAWKINS, INC					
HAWKINS, INC	218576	02/01/2023	6379515	150LB CHLORINE CYLINDERS	110.00
				Vendor VEN08001 - HAWKINS, INC Total:	**110.00**
Vendor: VEN29202 - HEGGIES PIZZA LLC					
HEGGIES PIZZA LLC	218645	02/08/2023	1191479018	PIZZA FOR ICE ARENA	191.65
				Vendor VEN29202 - HEGGIES PIZZA LLC Total:	**191.65**
Vendor: VEN32661 - HOHENSTEINS, INC					
HOHENSTEINS, INC	218646	02/08/2023	573242	BEER FOR CLUBHOUSE	348.00
				Vendor VEN32661 - HOHENSTEINS, INC Total:	**348.00**
Vendor: VEN09001 - INTERNATIONAL CITY MANAGEMENT ASSOCIATION RETIREMENT CORPORATION					
INTERNATIONAL CITY MANAG	15049	02/09/2023	INV025190	2/9/23 MAYOR COUNCIL FEBRUARY	1,478.08

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
INTERNATIONAL CITY MANAG	15050	02/09/2023	INV025192	2/9/23 BIWEEKLY PAYROLL 1/16/23-1/29/23	2,904.98
INTERNATIONAL CITY MANAG	15049	02/09/2023	INV025193	2/9/23 BIWEEKLY PAYROLL 1/16/23-1/29/23	8,675.00
INTERNATIONAL CITY MANAG	15049	02/09/2023	INV025194	2/9/23 BIWEEKLY PAYROLL 1/16/23-1/29/23	1,238.26
				Vendor VEN09001 - INTERNATIONAL CITY MANAGEMENT ASSOCIATION RETIREMENT CORPORATION Total:	**14,296.32**
Vendor: VEN09005 - INTERNATIONAL UNION OF OPERATING ENGIN.					
INTERNATIONAL UNION OF O	15051	02/09/2023	INV025197	2/9/23 BIWEEKLY PAYROLL 1/16/23-1/29/23	1,330.00
				Vendor VEN09005 - INTERNATIONAL UNION OF OPERATING ENGIN. Total:	**1,330.00**
Vendor: VEN09024 - INVER GROVE FORD					
INVER GROVE FORD	15004	02/02/2023	5325001	ANTI-FREEZE, WIPER BLADES - STOCK	147.04
				Vendor VEN09024 - INVER GROVE FORD Total:	**147.04**
Vendor: VEN34140 - JEFF RYDEEN					
JEFF RYDEEN	218577	02/01/2023	20230201	RMR/RED DOT SIGHT REIMBURSEMENT	660.00
				Vendor VEN34140 - JEFF RYDEEN Total:	**660.00**
Vendor: VEN11026 - JENNARI GROUP					
JENNARI GROUP	15052	02/09/2023	83484	PM SERVICE - 4201/35367	149.53
				Vendor VEN11026 - JENNARI GROUP Total:	**149.53**
Vendor: VEN33136 - JOSEPH PIERRE					
JOSEPH PIERRE	218578	02/01/2023	20230201	RMR/RED DOT SIGHT REIMBURSEMENT	660.00
				Vendor VEN33136 - JOSEPH PIERRE Total:	**660.00**
Vendor: VEN35605 - JULIE PRIOR-MILLER					
JULIE PRIOR-MILLER	218647	02/08/2023	20221231	UNIFORM REIMBURSEMENT	50.00
				Vendor VEN35605 - JULIE PRIOR-MILLER Total:	**50.00**
Vendor: VEN33559 - JUSTIN HENSELER					
JUSTIN HENSELER	218579	02/01/2023	20230201	RMR/RED DOT SIGHT REIMBURSEMENT	660.00
				Vendor VEN33559 - JUSTIN HENSELER Total:	**660.00**
Vendor: VEN36153 - KDR HOMES LLC					
KDR HOMES LLC	218580	02/01/2023	20230201	REFUND ESCROW - 9549 63RD ST S	5,495.00
				Vendor VEN36153 - KDR HOMES LLC Total:	**5,495.00**
Vendor: VEN11023 - KELLER ELECTRIC, INC.					
KELLER ELECTRIC, INC.	218581	02/01/2023	23-004	REPLACE 6 LED LIGHTS IN COLD STORAGE-RO MAINT SH	231.47
				Vendor VEN11023 - KELLER ELECTRIC, INC. Total:	**231.47**
Vendor: VEN34290 - KEVIN J ROTTY					
KEVIN J ROTTY	218648	02/08/2023	20230208	DUELING PIANO EVENT ON 2/18/23	2,100.00
				Vendor VEN34290 - KEVIN J ROTTY Total:	**2,100.00**
Vendor: VEN34326 - KIESLER POLICE SUPPLY, INC					
KIESLER POLICE SUPPLY, INC	15053	02/09/2023	SI103526	TRIJICON 3.25MOA ADJUSTABLE LED RED RMR	15,863.10
KIESLER POLICE SUPPLY, INC	15053	02/09/2023	SI103526	TRIJICON RMR/SRO MOUNTING KIT	455.40
KIESLER POLICE SUPPLY, INC	15053	02/09/2023	SI103526	GLOCK 26 MOS GEN 5 9MM	2,886.00
KIESLER POLICE SUPPLY, INC	15053	02/09/2023	SI103526	AMERIGLO XL TALL CLASSIC S	1,635.48
KIESLER POLICE SUPPLY, INC	15053	02/09/2023	SI103526	GLOCK 17MOS GEN 5 9MM	3,098.00
				Vendor VEN34326 - KIESLER POLICE SUPPLY, INC Total:	**23,937.98**
Vendor: VEN31717 - KRAFT CONTRACTING & MECHANICAL LLC					
KRAFT CONTRACTING & MEC	15054	02/09/2023	28613	WELL 7 - HEATER REPLACEMENT	3,900.00

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
KRAFT CONTRACTING & MEC	15054	02/09/2023	28780	SERVICE WALL ELECTRIC HEATER - PW	978.86
				Vendor VEN31717 - KRAFT CONTRACTING & MECHANICAL LLC Total:	**4,878.86**
Vendor: VEN35654 - LARKIN HOFFMAN DALY & LINDGREN LTD					
LARKIN HOFFMAN DALY & LIN	15055	02/09/2023	816005	AGG INDUSTRIES MINE EXPANSION-ENVIRONMENTAL REVIEW	3,333.50
				Vendor VEN35654 - LARKIN HOFFMAN DALY & LINDGREN LTD Total:	**3,333.50**
Vendor: VEN31389 - LAW ENFORCEMENT LABOR SERVICES, INC					
LAW ENFORCEMENT LABOR S	15056	02/09/2023	INV025199	2/9/23 BIWEEKLY PAYROLL 1/16/23-1/29/23	472.50
				Vendor VEN31389 - LAW ENFORCEMENT LABOR SERVICES, INC Total:	**472.50**
Vendor: VEN12341 - LAWSON PRODUCTS, INC					
LAWSON PRODUCTS, INC	218649	02/08/2023	9310147227	SCREWS - SHOP SUPPLY SS100	11.26
LAWSON PRODUCTS, INC	218649	02/08/2023	9310155674	FITTINGS, HARDWARE - STOCK & SS100	436.13
LAWSON PRODUCTS, INC	218649	02/08/2023	9310295592	SCREWS - SHOP SUPPLY SS100	11.26
LAWSON PRODUCTS, INC	218649	02/08/2023	9310295593	HARDWARE,DISCS,DRILL BITS,ADAPTERS - SS100 & STOCK	315.66
				Vendor VEN12341 - LAWSON PRODUCTS, INC Total:	**774.31**
Vendor: VEN12339 - LEAGUE OF MINNESOTA CITIES					
LEAGUE OF MINNESOTA CITIE	218582	02/01/2023	374767	PATROL-PEACE OFFICER ACCREDITED TRAINING ONLIN	4,410.00
LEAGUE OF MINNESOTA CITIE	218650	02/08/2023	375422	2023 SAFETY & LOSS CONTROL WORKSHOP-FISCHB	20.00
				Vendor VEN12339 - LEAGUE OF MINNESOTA CITIES Total:	**4,430.00**
Vendor: VEN36152 - LIFE LINE BILLING SYSTEMS LLC					
LIFE LINE BILLING SYSTEMS LL	218583	02/01/2023	63420	EMS SERVICES-DECEMBER 2022	13.00
				Vendor VEN36152 - LIFE LINE BILLING SYSTEMS LLC Total:	**13.00**
Vendor: VEN36158 - LINN RETAIL CENTERS INC					
LINN RETAIL CENTERS INC	218651	02/08/2023	20230208	PARCEL 2-SETTLEMENT AGREEMENT	45,000.00
				Vendor VEN36158 - LINN RETAIL CENTERS INC Total:	**45,000.00**
Vendor: VEN36159 - LINN RETAIL CENTERS INC					
LINN RETAIL CENTERS INC	218652	02/08/2023	20230208	PARCEL 3-SETTLEMENT AGREEMENT	155,000.00
				Vendor VEN36159 - LINN RETAIL CENTERS INC Total:	**155,000.00**
Vendor: VEN35668 - LRS PORTABLES LLC					
LRS PORTABLES LLC	218584	02/01/2023	MP216843	TOILET RENTAL - OAKWOOD PARK	60.00
LRS PORTABLES LLC	218584	02/01/2023	MP216844	TOILET RENTAL - WAG FARMS DOG PARK	60.00
LRS PORTABLES LLC	218584	02/01/2023	MP216845	TOILET RENTAL - RIVER OAKS	120.00
LRS PORTABLES LLC	218584	02/01/2023	MP216846	TOILET RENTAL - HAMLET PAR	60.00
LRS PORTABLES LLC	218584	02/01/2023	MP216847	TOILET RENTAL - WOODRIDGE PARK	60.00
LRS PORTABLES LLC	218584	02/01/2023	MP216848	TOILET RENTAL - PINE TREE VALLEY PARK	60.00
LRS PORTABLES LLC	218584	02/01/2023	MP216849	TOILET RENTAL - PUBLIC WORKS	60.00
LRS PORTABLES LLC	218584	02/01/2023	MP216850	TOILET RENTAL - KINGSTON PARK	60.00
				Vendor VEN35668 - LRS PORTABLES LLC Total:	**540.00**
Vendor: VEN34210 - LUKE LANDGRAF					
LUKE LANDGRAF	218585	02/01/2023	20230201	RMR/RED DOT SIGHT REIMBURSEMENT	660.00
				Vendor VEN34210 - LUKE LANDGRAF Total:	**660.00**

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN36111 - L-Z TRUCK EQUIPMENT INC					
L-Z TRUCK EQUIPMENT INC	218586	02/01/2023	114514	RECEIVER KIT - 1503/35329	221.58
				Vendor VEN36111 - L-Z TRUCK EQUIPMENT INC Total:	**221.58**
Vendor: VEN35101 - M/I HOMES					
M/I HOMES	218587	02/01/2023	20230201-1	REFUND ESCROW - 9651 65TH ST S	1,000.00
M/I HOMES	218587	02/01/2023	20230201-2	REFUND ESCROW - 6649 JODY AVE S	1,000.00
M/I HOMES	218587	02/01/2023	20230201-3	REFUND ESCROW - 6669 JODY AVE S	1,000.00
M/I HOMES	218587	02/01/2023	20230201-4	REFUND ESCROW - 6505 JODY AVE S	1,000.00
				Vendor VEN35101 - M/I HOMES Total:	**4,000.00**
Vendor: VEN36150 - MACKENZIE FOSTER					
MACKENZIE FOSTER	218588	02/01/2023	20230201	RMR/RED DOT SIGHT REIMBURSEMENT	660.00
				Vendor VEN36150 - MACKENZIE FOSTER Total:	**660.00**
Vendor: VEN13422 - MACQUEEN EQUIPMENT INC					
MACQUEEN EQUIPMENT INC	15005	02/02/2023	P47074	SKID SHOE,BRKT,WASHERS,BOLTS,LOCKNUTS - 8402/35258	1,031.45
				Vendor VEN13422 - MACQUEEN EQUIPMENT INC Total:	**1,031.45**
Vendor: VEN32230 - MANSFIELD OIL COMPANY					
MANSFIELD OIL COMPANY	15006	02/02/2023	23923526	2,313 GAL DYED DIESEL	7,684.78
MANSFIELD OIL COMPANY	15006	02/02/2023	23923544	487 GAL DYED DIESEL	1,553.44
MANSFIELD OIL COMPANY	15006	02/02/2023	23947459	499 GAL DYED DIESEL	2,009.32
MANSFIELD OIL COMPANY	15006	02/02/2023	23947460	1,001 GAL DYED DIESEL	3,184.63
MANSFIELD OIL COMPANY	15006	02/02/2023	23947461	3,604 GAL UNLEADED GASOLINE	10,106.11
				Vendor VEN32230 - MANSFIELD OIL COMPANY Total:	**24,538.28**
Vendor: VEN36146 - MATT HATTENBERGER					
MATT HATTENBERGER	218589	02/01/2023	20230201	REFUND UB ACCT# 800043724 - 7808 ISLETON A	134.33
				Vendor VEN36146 - MATT HATTENBERGER Total:	**134.33**
Vendor: VEN34354 - MATT SORGAARD					
MATT SORGAARD	218590	02/01/2023	20230201	RMR/RED DOT SIGHT REIMBURSEMENT	660.00
				Vendor VEN34354 - MATT SORGAARD Total:	**660.00**
Vendor: VEN13410 - MENARDS					
MENARDS	15007	02/02/2023	66264	SNOWBROOM-WATER	12.74
MENARDS	15007	02/02/2023	66310	SUMP PUMP/PIPE FITTINGS/OVEN CLEANER-RIVER OAKS	222.59
MENARDS	15007	02/02/2023	66340	PAIL/TOWELS-CITY HALL	20.72
MENARDS	15007	02/02/2023	66349	PIPE FITTING-RIVER OAKS	1.30
MENARDS	15007	02/02/2023	66394	SNOWBRUSH/SEDIMENT FILTER-CITY HALL	79.83
MENARDS	15057	02/09/2023	66521	LUMBER-HERO CENTER	63.62
MENARDS	15057	02/09/2023	66525	PLIER SET/KEY RINGS/SNAP HOOK/BUTANE TORCH-WATE	45.48
MENARDS	15057	02/09/2023	66536	THREADED ROD-HERO	1.69
MENARDS	15057	02/09/2023	66612	ICE MELT-SNOW	119.88
MENARDS	15057	02/09/2023	66614	FLOOR SQUEEGEE-PARKS	24.99
MENARDS	15057	02/09/2023	66619-2023	5 GAL PAIL/SCOOP-PW	13.44
MENARDS	15057	02/09/2023	66623	WATER HEATER ELEMENT-PARKS	8.49
MENARDS	15057	02/09/2023	66644	CLEANING SUPPLIES-FIRE	53.33
MENARDS	15057	02/09/2023	66651	50:1 FUEL PREMIX-FIRE	17.80
MENARDS	15057	02/09/2023	66670	LIGHT BULBS-PARKS	6.79

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
MENARDS	15057	02/09/2023	66673	LIGHT BULBS/PRESSURE WASHER ADAPTER-PW	19.37
MENARDS	15057	02/09/2023	66678	PIPE FITTING/PRESSURE WASHER ADAPTER-PW	11.79
MENARDS	15057	02/09/2023	66690	RUBBER WINDOW WEATHER SEALS-PW	15.41
MENARDS	15057	02/09/2023	66695-2023	CLEANING SUPPLIES-PARKS	58.03
MENARDS	15057	02/09/2023	66728	PIPE BRUSH/NITRILE GLOVES-WATER	22.25
MENARDS	15057	02/09/2023	66729	DUCT TAPE/FILTER/SHOP TOWELS-ICE	74.24
MENARDS	15057	02/09/2023	66745	PIPE FITTINGS-PW	36.65
MENARDS	15057	02/09/2023	66892	CREDIT INV# 66745 - PIPE FITTINGS	-23.91
				Vendor VEN13410 - MENARDS Total:	**906.52**
Vendor: VEN30020 - METRO CHIEF FIRE OFFICERS ASSOCIATION					
METRO CHIEF FIRE OFFICERS	218591	02/01/2023	20230101	2023 MEMBERSHIP DUES	100.00
				Vendor VEN30020 - METRO CHIEF FIRE OFFICERS ASSOCIATION Total:	**100.00**
Vendor: VEN03042 - MICHAEL COFFEY					
MICHAEL COFFEY	218592	02/01/2023	20230201	RMR/RED DOT SIGHT REIMBURSEMENT	660.00
				Vendor VEN03042 - MICHAEL COFFEY Total:	**660.00**
Vendor: VEN33002 - MICHAEL LEE INC					
MICHAEL LEE INC	218593	02/01/2023	20230201-01	REFUND ESCROW - 9343 63RD ST S	6,295.00
MICHAEL LEE INC	218593	02/01/2023	20230201-02	REFUND ESCROW - 9367 63RD ST S	6,295.00
MICHAEL LEE INC	218593	02/01/2023	20230201-03	REFUND ESCROW - 6388 JEFFERY AVE S	6,295.00
MICHAEL LEE INC	218593	02/01/2023	20230201-04	REFUND ESCROW - 6401 JEFFERY AVE S	6,295.00
MICHAEL LEE INC	218593	02/01/2023	20230201-05	REFUND ESCROW - 6413 JEFFERY AVE S	6,295.00
MICHAEL LEE INC	218593	02/01/2023	20230201-06	REFUND ESCROW - 9484 63RD ST S	5,495.00
MICHAEL LEE INC	218593	02/01/2023	20230201-07	REFUND ESCROW - 9336 63RD ST S	6,295.00
MICHAEL LEE INC	218593	02/01/2023	20230201-08	REFUND ESCROW - 9360 63RD ST S	6,295.00
MICHAEL LEE INC	218593	02/01/2023	20230201-09	REFUND ESCROW - 6495 JEFFERY AVE S	6,295.00
MICHAEL LEE INC	218593	02/01/2023	20230201-10	REFUND ESCROW - 9522 63RD ST S	5,495.00
MICHAEL LEE INC	218593	02/01/2023	20230201-11	REFUND ESCROW - 9553 63RD ST S	5,495.00
MICHAEL LEE INC	218593	02/01/2023	20230201-12	REFUND ESCROW - 9518 63RD ST S	5,495.00
				Vendor VEN33002 - MICHAEL LEE INC Total:	**72,340.00**
Vendor: VEN31496 - MIDWAY FORD					
MIDWAY FORD	218595	02/01/2023	755543	HOSE ASSEMBLY - 1504/3534	47.41
				Vendor VEN31496 - MIDWAY FORD Total:	**47.41**
Vendor: VEN35927 - MIDWEST MOTOR SUPPLY CO INC					
MIDWEST MOTOR SUPPLY CO	218653	02/08/2023	100678828	NYLON CABLE TIES-RIVER OAK	91.23
				Vendor VEN35927 - MIDWEST MOTOR SUPPLY CO INC Total:	**91.23**
Vendor: VEN35490 - MIDWEST WASH SYSTEMS LLC					
MIDWEST WASH SYSTEMS LLC	15059	02/09/2023	15913	SERVICE, WASH SOAP BULK, HOSE, GUN, STRAINER - PW	526.68
				Vendor VEN35490 - MIDWEST WASH SYSTEMS LLC Total:	**526.68**

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN34389 - MILLER EXCAVATING INC					
MILLER EXCAVATING INC	15076	02/16/2023	20221222	PYMT 6-GOODVIEW AVE WATERMAIN EXTEN THRU 12/22/22	83,381.84
				Vendor VEN34389 - MILLER EXCAVATING INC Total:	**83,381.84**
Vendor: VEN34893 - MINNEAPOLIS SAW CO INC					
MINNEAPOLIS SAW CO INC	218654	02/08/2023	152634	CARABINER/CHAIN SAW/SWIVEL-PARKS	737.88
				Vendor VEN34893 - MINNEAPOLIS SAW CO INC Total:	**737.88**
Vendor: VEN30384 - MINNESOTA GLOVE INC					
MINNESOTA GLOVE INC	15008	02/02/2023	339877	UNIFORM - KONSTANDINOU	45.97
MINNESOTA GLOVE INC	15008	02/02/2023	339878	UNIFORM - KONSTANDINOU	99.96
MINNESOTA GLOVE INC	15060	02/09/2023	340070	UNIFORM-HUMBLE	152.68
MINNESOTA GLOVE INC	15060	02/09/2023	340110	UNIFORM-MOEN	119.98
MINNESOTA GLOVE INC	15060	02/09/2023	340117	UNIFORM-JOECKEL	54.98
				Vendor VEN30384 - MINNESOTA GLOVE INC Total:	**473.57**
Vendor: VEN13473 - MN CHILD SUPPORT CENTER					
MN CHILD SUPPORT CENTER	218655	02/08/2023	INV025201	2/9/23 BIWEEKLY PAYROLL 1/16/23-1/29/23	36.91
				Vendor VEN13473 - MN CHILD SUPPORT CENTER Total:	**36.91**
Vendor: VEN33108 - MN DEPT OF EMPLOYMENT & ECONOMIC DEVELOPMENT					
MN DEPT OF EMPLOYMENT &	15009	02/02/2023	20230201	FEB AMERICAN LOGISTICS GRANT #CDAP-15-0006-H-FY1	1,486.20
				Vendor VEN33108 - MN DEPT OF EMPLOYMENT & ECONOMIC DEVELOPMENT Total:	**1,486.20**
Vendor: VEN13352 - MN DEPT OF HEALTH					
MN DEPT OF HEALTH	218656	02/08/2023	20230208	WATER SUPPLY OPERATOR LICENSE-J.RHODE	23.00
				Vendor VEN13352 - MN DEPT OF HEALTH Total:	**23.00**
Vendor: VEN13551 - MN DEPT OF PUBLIC SAFETY					
MN DEPT OF PUBLIC SAFETY	218657	02/08/2023	20230208	CRIMINAL FORFEITURE TITLE TRANSFER-CG22017352	25.00
				Vendor VEN13551 - MN DEPT OF PUBLIC SAFETY Total:	**25.00**
Vendor: VEN13452 - MN STREET SUPERINTENDENTS ASSOCIATION					
MN STREET SUPERINTENDEN	218658	02/08/2023	20230208	2023 MSSA MEMBERSHIPS	300.00
				Vendor VEN13452 - MN STREET SUPERINTENDENTS ASSOCIATION Total:	**300.00**
Vendor: VEN13463 - MTI DISTRIBUTING CO.					
MTI DISTRIBUTING CO.	15061	02/09/2023	1373396-00	RING GASKET-RIVER OAKS	21.46
				Vendor VEN13463 - MTI DISTRIBUTING CO. Total:	**21.46**
Vendor: VEN36149 - NATHAN KLIKA					
NATHAN KLIKA	218596	02/01/2023	20230201	RMR/RED DOT SIGHT REIMBURSEMENT	660.00
				Vendor VEN36149 - NATHAN KLIKA Total:	**660.00**
Vendor: VEN33653 - NICK BAILEY					
NICK BAILEY	218597	02/01/2023	20230201	RMR/RED DOT SIGHT REIMBURSEMENT	660.00
				Vendor VEN33653 - NICK BAILEY Total:	**660.00**
Vendor: VEN30224 - NILS TORNING					
NILS TORNING	218598	02/01/2023	20230201	RMR/RED DOT SIGHT REIMBURSEMENT	660.00
				Vendor VEN30224 - NILS TORNING Total:	**660.00**
Vendor: VEN30439 - O'REILLY AUTO PARTS					
O'REILLY AUTO PARTS	218599	02/01/2023	3266-468048	CARGO BAR - PD SQUAD 2202	36.99
O'REILLY AUTO PARTS	218659	02/08/2023	3266-468646	TANK REPAIR KIT - RETURNED	16.99
O'REILLY AUTO PARTS	218659	02/08/2023	3266-469009	CREDIT INV# 3266-467683 - BATTERY CORE	-22.00
O'REILLY AUTO PARTS	218659	02/08/2023	3266-469493	RESERVOIR CAP, TIE ROD WAS RETURNED - 1504/35342	173.86

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
O'REILLY AUTO PARTS	218659	02/08/2023	3266-469632	CREDIT INV# 3266-468646 - TANK REPAIR KIT	-16.99
O'REILLY AUTO PARTS	218659	02/08/2023	3266-469788	CV AXLE SHAFT - 1503/35359	105.94
O'REILLY AUTO PARTS	218659	02/08/2023	3266-470133	CREDIT INV# 3266-463349 - CV AXLE SHAFT	-105.94
O'REILLY AUTO PARTS	218659	02/08/2023	3266-470302	BRAKE FLUID - SHOP SUPPLY SS100	23.61
				Vendor VEN30439 - O'REILLY AUTO PARTS Total:	**212.46**
Vendor: VEN32617 - OXYGEN FORENSICS, INC					
OXYGEN FORENSICS, INC	218660	02/08/2023	93587-1	Oxygen Forensics Renewal	2,899.00
				Vendor VEN32617 - OXYGEN FORENSICS, INC Total:	**2,899.00**
Vendor: VEN31236 - OXYGEN SERVICE COMPANY, INC					
OXYGEN SERVICE COMPANY, I	218661	02/08/2023	3544200	SMALL & MED CYLINDER RENTAL	117.77
				Vendor VEN31236 - OXYGEN SERVICE COMPANY, INC Total:	**117.77**
Vendor: VEN16140 - PARK GROVE ELECTRIC INC					
PARK GROVE ELECTRIC INC	218600	02/01/2023	55320	DUPLEX OUTLETS, VARIOUS LOCATIONS - PUBLIC WORKS	2,817.00
				Vendor VEN16140 - PARK GROVE ELECTRIC INC Total:	**2,817.00**
Vendor: VEN14407 - PATRICK NICKLE					
PATRICK NICKLE	218601	02/01/2023	20230201	RMR/RED DOT SIGHT REIMBURSEMENT	660.00
				Vendor VEN14407 - PATRICK NICKLE Total:	**660.00**
Vendor: VEN36147 - PAUL PONSIN					
PAUL PONSIN	218602	02/01/2023	20230201	REFUND UB ACCT# 800046172 - 6728 HOMESTEA	30.88
				Vendor VEN36147 - PAUL PONSIN Total:	**30.88**
Vendor: VEN34834 - PAYPOINT HR LLC					
PAYPOINT HR LLC	218662	02/08/2023	COTTAGE GROVE ADD 11	CRIMINAL ANALYST CLASSIFICATION	250.00
				Vendor VEN34834 - PAYPOINT HR LLC Total:	**250.00**
Vendor: VEN35773 - PERFORMANCE FOOD GROUP INC					
PERFORMANCE FOOD GROUP	218663	02/08/2023	446675	PLATES-CITY HALL	275.74
PERFORMANCE FOOD GROUP	218663	02/08/2023	446675	FOOD FOR CLUBHOUSE	906.05
PERFORMANCE FOOD GROUP	218663	02/08/2023	455797	FOOD/SUPPLIES FOR CLUBHOUSE	50.21
PERFORMANCE FOOD GROUP	218663	02/08/2023	455797	FOOD/SUPPLIES FOR CLUBHOUSE	895.44
PERFORMANCE FOOD GROUP	218663	02/08/2023	458345	CREDIT INV# 455797 - CHICKEN BREAST	-56.36
				Vendor VEN35773 - PERFORMANCE FOOD GROUP INC Total:	**2,071.08**
Vendor: VEN16138 - PUBLIC EMPLOYEES RETIREMENT ASSOCIATION					
PUBLIC EMPLOYEES RETIREM	15062	02/09/2023	INV025191	2/9/23 MAYOR COUNCIL FEBRUARY	262.88
PUBLIC EMPLOYEES RETIREM	15062	02/09/2023	INV025203	2/9/23 BIWEEKLY PAYROLL 1/16/23-1/29/23	49,079.37
PUBLIC EMPLOYEES RETIREM	15062	02/09/2023	INV025204	2/9/23 BIWEEKLY PAYROLL 1/16/23-1/29/23	71,085.18
				Vendor VEN16138 - PUBLIC EMPLOYEES RETIREMENT ASSOCIATION Total:	**120,427.43**
Vendor: VEN34889 - PULTE HOMES OF MN LCC					
PULTE HOMES OF MN LCC	218603	02/01/2023	20230201-01	REFUND ESCROW - 6300 GRAITON AVE S	5,495.00
PULTE HOMES OF MN LCC	218603	02/01/2023	20230201-02	REFUND ESCROW - 6290 63RD ST S	5,495.00
PULTE HOMES OF MN LCC	218603	02/01/2023	20230201-03	REFUND ESCROW - 6360 GRAITON AVE S	5,495.00
PULTE HOMES OF MN LCC	218603	02/01/2023	20230201-04	REFUND ESCROW - 6371 GRAITON AVE S	5,495.00
PULTE HOMES OF MN LCC	218603	02/01/2023	20230201-05	REFUND ESCROW - 6361 GRAITON AVE S	5,495.00

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
PULTE HOMES OF MN LCC	218603	02/01/2023	20230201-06	REFUND ESCROW - 6367 HIGHLAND HILLS LN S	5,495.00
PULTE HOMES OF MN LCC	218603	02/01/2023	20230201-07	REFUND ESCROW - 6296 63RD ST S	5,495.00
PULTE HOMES OF MN LCC	218603	02/01/2023	20230201-08	REFUND ESCROW - 6287 63RD ST S	5,495.00
PULTE HOMES OF MN LCC	218603	02/01/2023	20230201-09	REFUND ESCROW - 6350 GRAITON AVE S	5,495.00
PULTE HOMES OF MN LCC	218603	02/01/2023	20230201-10	REFUND ESCROW - 6320 GRAITON AVE S	5,495.00
PULTE HOMES OF MN LCC	218603	02/01/2023	20230201-11	REFUND ESCROW - 6340 GRAITON AVE S	5,495.00
PULTE HOMES OF MN LCC	218603	02/01/2023	20230201-12	REFUND ESCROW - 6284 63RD ST S	5,495.00
PULTE HOMES OF MN LCC	218603	02/01/2023	20230201-13	REFUND ESCROW - 6330 GRAITON AVE S	5,495.00
				Vendor VEN34889 - PULTE HOMES OF MN LCC Total:	**71,435.00**
Vendor: VEN35706 - PURE TAP INC					
PURE TAP INC	218605	02/01/2023	PT-31247	OVERNIGHT SOAK/REPLACE FOB'S/VINYL LINE REPLACE	2,062.18
				Vendor VEN35706 - PURE TAP INC Total:	**2,062.18**
Vendor: VEN31366 - QUALITY LOCKSMITH SERVICE, INC					
QUALITY LOCKSMITH SERVICE	218664	02/08/2023	QLS24470	REPAIR NORTH FACING DOOR -HIGHLAND PARK	260.00
				Vendor VEN31366 - QUALITY LOCKSMITH SERVICE, INC Total:	**260.00**
Vendor: VEN17336 - QUALITY PROPANE, INC					
QUALITY PROPANE, INC	15063	02/09/2023	2608449	BULK CYL	74.63
				Vendor VEN17336 - QUALITY PROPANE, INC Total:	**74.63**
Vendor: VEN18051 - R & R SPECIALTIES OF WISCONSIN, INC					
R & R SPECIALTIES OF WISCO	15010	02/02/2023	77709-IN	ZAMBONI CHAIN-ICE	196.55
R & R SPECIALTIES OF WISCO	15064	02/09/2023	77858-IN	BLADE SHARPENING	105.00
				Vendor VEN18051 - R & R SPECIALTIES OF WISCONSIN, INC Total:	**301.55**
Vendor: VEN18058 - REGIONS HOSPITAL					
REGIONS HOSPITAL	218665	02/08/2023	7617301	DECEMBER DRUG/SUPPLY CHARGES	875.20
				Vendor VEN18058 - REGIONS HOSPITAL Total:	**875.20**
Vendor: VEN30368 - RIVER STATES TRUCK AND TRAILER, INC					
RIVER STATES TRUCK AND TRA	15011	02/02/2023	941586	RADIATOR CAP - 4006/35287 & 4002/35299	16.32
				Vendor VEN30368 - RIVER STATES TRUCK AND TRAILER, INC Total:	**16.32**
Vendor: VEN30854 - ROHN INDUSTRIES, INC					
ROHN INDUSTRIES, INC	15065	02/09/2023	588044	DOCUMENT SHREDDING	32.72
ROHN INDUSTRIES, INC	15065	02/09/2023	591552	DOCUMENT SHREDDING	32.72
				Vendor VEN30854 - ROHN INDUSTRIES, INC Total:	**65.44**
Vendor: VEN32513 - ROSEDALE CHEVROLET					
ROSEDALE CHEVROLET	218666	02/08/2023	168365	MIRROR - 6004/35346	562.48
				Vendor VEN32513 - ROSEDALE CHEVROLET Total:	**562.48**
Vendor: VEN35501 - RYAN PIERRE					
RYAN PIERRE	218606	02/01/2023	20230201	RMR/RED DOT SIGHT REIMBURSEMENT	660.00
				Vendor VEN35501 - RYAN PIERRE Total:	**660.00**
Vendor: VEN35836 - RYAN SISTERMAN					
RYAN SISTERMAN	218607	02/01/2023	20230201	RMR/RED DOT SIGHT REIMBURSEMENT	660.00
				Vendor VEN35836 - RYAN SISTERMAN Total:	**660.00**
Vendor: VEN31969 - SAFE-FAST, INC					
SAFE-FAST, INC	15066	02/09/2023	INV270959	UNIFORM - QUINN	91.95
SAFE-FAST, INC	15066	02/09/2023	INV270960	UNIFORM - THIESCHAFER	211.45

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
SAFE-FAST, INC	15066	02/09/2023	INV270961	UNIFORM - JAWORSKI	185.40
SAFE-FAST, INC	15066	02/09/2023	INV270962	UNIFORM - KOERNER	116.90
SAFE-FAST, INC	15066	02/09/2023	INV270963	UNIFORM - MOEN	141.85
SAFE-FAST, INC	15066	02/09/2023	INV270964	UNIFORM - WARNER	234.80
SAFE-FAST, INC	15066	02/09/2023	INV270965	UNIFORM - OMTVEDT	228.70
SAFE-FAST, INC	15066	02/09/2023	INV270966	UNIFORM - UECKER	91.95
SAFE-FAST, INC	15066	02/09/2023	INV270967	UNIFORM - HOCHSTETLER	78.05
SAFE-FAST, INC	15066	02/09/2023	INV270968	UNIFORM - SCHWERY	280.00
SAFE-FAST, INC	15066	02/09/2023	INV270969	UNIFORM - WEBER	165.75
SAFE-FAST, INC	15066	02/09/2023	INV270970	UNIFORM - JOECKEL	73.95
SAFE-FAST, INC	15066	02/09/2023	INV270971	UNIFORM - HIVELEY	146.10
				Vendor VEN31969 - SAFE-FAST, INC Total:	**2,046.85**
Vendor: VEN29489 - SCHILLING SUPPLY COMPANY					
SCHILLING SUPPLY COMPANY	15067	02/09/2023	902208-00	OXYGEN PRO CARTRIDGE NEUTRA LOX C'S-CITY HALL	155.87
SCHILLING SUPPLY COMPANY	15067	02/09/2023	902998-01	ENMOTION GEN2 FOAM SOAP NO FRAGRANCE-PW	506.99
				Vendor VEN29489 - SCHILLING SUPPLY COMPANY Total:	**662.86**
Vendor: VEN19473 - SCOTT SHAVER					
SCOTT SHAVER	218608	02/01/2023	20230201	RMR/RED DOT SIGHT REIMBURSEMENT	660.00
				Vendor VEN19473 - SCOTT SHAVER Total:	**660.00**
Vendor: VEN19467 - SHORT ELLIOTT HENDRICKSON INC.					
SHORT ELLIOTT HENDRICKSO	15012	02/02/2023	439555	GOODVIEW AVE WATERMAIN IMP CONST SVCS THRU 12/31	8,973.61
SHORT ELLIOTT HENDRICKSO	15012	02/02/2023	439556	GOODVIEW AVE RAVINE STABILIZATION SVC THRU 12/31	2,431.78
				Vendor VEN19467 - SHORT ELLIOTT HENDRICKSON INC. Total:	**11,405.39**
Vendor: VEN35036 - SIEVERS CREATIVE LLC					
SIEVERS CREATIVE LLC	15068	02/09/2023	INV-001711	FEB FACEBOOK AD CAMPAIGN-VISITORS BUREAU	600.00
SIEVERS CREATIVE LLC	15068	02/09/2023	INV-001711	FEB EXPLORE MN AD CAMPAIGN-VISITORS BUREAU	600.00
				Vendor VEN35036 - SIEVERS CREATIVE LLC Total:	**1,200.00**
Vendor: VEN35034 - SMOOT ENTERPRISES ADVANCED SPORTSWEAR LLC					
SMOOT ENTERPRISES ADVAN	15013	02/02/2023	11792	UNIFORM-BERLING	86.50
SMOOT ENTERPRISES ADVAN	15069	02/09/2023	12152	UNIFORM - ERHARDT	49.00
SMOOT ENTERPRISES ADVAN	15069	02/09/2023	12153	UNIFORM - REUBISH	62.00
SMOOT ENTERPRISES ADVAN	15069	02/09/2023	12134	UNIFORM EMBROIDERY-PRIOR MILLER	7.00
SMOOT ENTERPRISES ADVAN	15013	02/02/2023	12135	UNIFORM EMBROIDERY - BAUER	7.00
SMOOT ENTERPRISES ADVAN	15069	02/09/2023	12336	UNIFORM EMBROIDERY-BENGTSON	7.00
				Vendor VEN35034 - SMOOT ENTERPRISES ADVANCED SPORTSWEAR LLC Total:	**218.50**
Vendor: VEN30618 - SOUTH ST PAUL STEEL SUPPLY CO, INC					
SOUTH ST PAUL STEEL SUPPLY	15014	02/02/2023	1167491	STEEL - 4102/35316	168.25
				Vendor VEN30618 - SOUTH ST PAUL STEEL SUPPLY CO, INC Total:	**168.25**
Vendor: VEN31218 - STANTEC CONSULTING SERVICES INC					
STANTEC CONSULTING SERVIC	15015	02/02/2023	2026420	LOW ZONE RAW WATER MAIN PHASE 2 SVC 10/29-12/	436.50
				Vendor VEN31218 - STANTEC CONSULTING SERVICES INC Total:	**436.50**
Vendor: VEN19294 - STREICHER'S POLICE EQUIPMENT					
STREICHER'S POLICE EQUIPM	15070	02/09/2023	I1613454	FORCE ON FORCE NON-MARKING ROUNDS	1,187.89
				Vendor VEN19294 - STREICHER'S POLICE EQUIPMENT Total:	**1,187.89**

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN35637 - TAYLOR BENGTSON					
TAYLOR BENGTSON	218667	02/08/2023	20221231	UNIFORM REIMBURSEMENT	19.75
				Vendor VEN35637 - TAYLOR BENGTSON Total:	**19.75**
Vendor: VEN20038 - TENNIS SANITATION LLC					
TENNIS SANITATION LLC	218668	02/08/2023	3478633	JANUARY TRASH SERVICE - HERO CENTER	58.12
				Vendor VEN20038 - TENNIS SANITATION LLC Total:	**58.12**
Vendor: VEN31069 - TERMINAL SUPPLY CO.					
TERMINAL SUPPLY CO.	15071	02/09/2023	14542-00	BATTERY CABLE - STOCK	281.05
				Vendor VEN31069 - TERMINAL SUPPLY CO. Total:	**281.05**
Vendor: VEN32056 - THE COTTAGE GROVE PROFESSIONAL FIREFIGHTERS					
THE COTTAGE GROVE PROFES	15072	02/09/2023	INV025196	2/9/23 BIWEEKLY PAYROLL 1/16/23-1/29/23	600.00
				Vendor VEN32056 - THE COTTAGE GROVE PROFESSIONAL FIREFIGHTERS Total:	**600.00**
Vendor: VEN34503 - THOMAS IRVINE DODGE NATURE CENTER					
THOMAS IRVINE DODGE NAT	218609	02/01/2023	20230201	REFUND ESCROW - SHEPARD FARM CUP2017-011	6,939.00
				Vendor VEN34503 - THOMAS IRVINE DODGE NATURE CENTER Total:	**6,939.00**
Vendor: VEN20057 - TRANS UNION LLC					
TRANS UNION LLC	218669	02/08/2023	1339719	EMPLOYMENT CREDIT REPORTS	10.56
TRANS UNION LLC	218669	02/08/2023	1339719	EMPLOYMENT CREDIT REPORTS	10.56
				Vendor VEN20057 - TRANS UNION LLC Total:	**21.12**
Vendor: VEN33694 - TRAVIS MULVIHILL					
TRAVIS MULVIHILL	218610	02/01/2023	20230201	RMR/RED DOT SIGHT REIMBURSEMENT	660.00
				Vendor VEN33694 - TRAVIS MULVIHILL Total:	**660.00**
Vendor: VEN20050 - TWIN CITY HARDWARE					
TWIN CITY HARDWARE	218670	02/08/2023	PSI2169514	WEATHERSTRIP - CLUB HOUSE	128.00
				Vendor VEN20050 - TWIN CITY HARDWARE Total:	**128.00**
Vendor: VEN21000 - ULINE					
ULINE	15016	02/02/2023	158343880	CLEAR BAGS-FIRE	75.51
ULINE	15016	02/02/2023	158407397	3 DRUM IN LINE PLATFORM-RIVER OAKS	382.20
				Vendor VEN21000 - ULINE Total:	**457.71**
Vendor: VEN21625 - UNITED PARCEL SERVICE					
UNITED PARCEL SERVICE	15073	02/09/2023	YY890043	SHIPMENT TO GOYETTE AUBURN, MA	27.39
				Vendor VEN21625 - UNITED PARCEL SERVICE Total:	**27.39**
Vendor: VEN36148 - UNITED PROPERTIES INVESTMENT LLC					
UNITED PROPERTIES INVESTM	218611	02/01/2023	20230201	REFUND ESCROW - STONE SOUP/BASIC NEEDS CUP2021-054	5,000.00
				Vendor VEN36148 - UNITED PROPERTIES INVESTMENT LLC Total:	**5,000.00**
Vendor: VEN21640 - US BANK					
US BANK	15022	02/08/2023	1/10/2023	FUSION LEARNING PARTNERS-CEAM MTG JUTH-BURFEIND	485.00
US BANK	15022	02/08/2023	1/10/2023	U OF M CONTLEARN-AIBO TRAINING REG MCLEAN-DILLON	300.00
US BANK	15022	02/08/2023	1/10/2023	MN NURSERY & LAND-NORTHERN GREEN REG-FOHRMAN	189.00
US BANK	15022	02/08/2023	1/10/2023	MN NURSERY & LAND-NORTHERN GREEN REG-FOHRMAN	189.00

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
US BANK	15022	02/08/2023	1/10/2023	TUFF PRODUCTS BRAND-SINGLE LAUNCH REST-PETERSEN	306.95
US BANK	15022	02/08/2023	1/10/2023	MN NURSERY & LAND-NORTHERN GREEN REG-ORLOFF	544.50
US BANK	15022	02/08/2023	1/10/2023	INT'L CODE COUNCIL-ICC TRAINING VARUGHESE-LEVITT	330.00
US BANK	15022	02/08/2023	1/10/2023	FUSION LEARNING PARTNERS-CEAM MTG-LEVITT	485.00
US BANK	15022	02/08/2023	1/10/2023	EB 10000 LAKES CHAPTER ICC -MEMBERSHIP DUES-DILLON	200.00
US BANK	15022	02/08/2023	1/10/2023	APWA-RENEWAL FEES-LEVITT	277.50
US BANK	15022	02/08/2023	1/10/2023	BREEZY POINT RESORT-HOTEL BCA DEATH CONFER-TORNIN	277.02
US BANK	15022	02/08/2023	1/10/2023	INT'L CODE COUNCIL-ICC TRAINING LATVALA-DILLON	495.00
US BANK	15022	02/08/2023	1/10/2023	ALIENGEAR HOLSTER-RAPID FORCE DUTY HOLSTER-KOERNER	1,171.63
US BANK	15022	02/08/2023	1/10/2023	INT'L CODE COUNCIL-ICC TRAINING TVERBERG-DILLON	495.00
US BANK	15022	02/08/2023	1/10/2023	ISSUU-2023 ANNUAL PLATFORM FOR VISITOR GUIDE-PRIOR	480.00
US BANK	15022	02/08/2023	1/10/2023	FUSION LEARNING PARTNERS-CEAM MTG-BURFEIND	485.00
US BANK	15022	02/08/2023	1/10/2023	BCA TRAIN-2023 BCA DEATH CONFER N.TORNING-NICKLE	300.00
US BANK	15022	02/08/2023	1/10/2023	INT'L CODE COUNCIL-ICC TRAINING MCLEAN-DILLON	165.00
US BANK	15022	02/08/2023	1/10/2023	CUB FOODS-DONUTS FOR FOREMAN/LEAD TRAIN-BURFEIND	9.99
US BANK	15022	02/08/2023	1/10/2023	MN STATE FIRE CHIEFS ASSOC -MEMBERSHIP-REDENIUS	160.00
US BANK	15022	02/08/2023	1/10/2023	USPS PO-POSTAGE TO ST PAUL-COFFEY	17.05
US BANK	15022	02/08/2023	1/10/2023	DEPTOFAGRICULTURE-2023 PESTICIDE LICENSES-BURFEIN	20.40
US BANK	15022	02/08/2023	1/10/2023	APSTYLEBOOK.COM-ONLINE INDIVIDUAL SUBSCRIP-PRIOR	23.20
US BANK	15022	02/08/2023	1/10/2023	WALMART-PAPER PLATES FOR CLEANING DAY-MANN	25.64
US BANK	15022	02/08/2023	1/10/2023	AMERICAN SOCIETY OF NOTARIES-STAMP FISCHBACH-MANN	26.00
US BANK	15022	02/08/2023	1/10/2023	CUB FOODS-DONUTS FOR SNOW PLOW CALL OUT-ORLOFF	29.97
US BANK	15022	02/08/2023	1/10/2023	TARGET-BEVERAGES FOR CLEANING DAY-MANN	31.01
US BANK	15022	02/08/2023	1/10/2023	MN NURSERY & LAND-NORTHERN GREEN REG-ORLOFF	49.50
US BANK	15022	02/08/2023	1/10/2023	CALIBRE PRESS-POLICE REFORM LEADER HENSELER-NICKLE	219.00
US BANK	15022	02/08/2023	1/10/2023	BELLA PIZZA-PIZZA FOR SNOW PLOW CALL OUT-ORLO	226.79
US BANK	15022	02/08/2023	1/10/2023	HYVEE-BAGELS FOR SNOW PLOW CALL OUT-ORLOFF	50.97
US BANK	15022	02/08/2023	1/10/2023	INT'L CODE COUNCIL-RESIDENTIAL CODE BOOKS-DILLON	56.32

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
US BANK	15022	02/08/2023	1/10/2023	MN NURSERY & LAND-NORTHERN GREEN REG-ORLOFF	49.50
US BANK	15022	02/08/2023	1/10/2023	DEPTOFAGRICULTURE-2023 PESTICIDE LICENSES-BURFEIN	10.25
US BANK	15022	02/08/2023	1/10/2023	UOFM CONTLEARN-AIBO TRAINING REG VARUGHESE-LEVITT	150.00
US BANK	15022	02/08/2023	1/10/2023	SENSIBLE LAND USE COALITION-HOUSING SEMINA	144.00
US BANK	15022	02/08/2023	1/10/2023	PAPA JOHN'S-PIZZA FOR CLEANING DAY-LEVITT	133.15
US BANK	15022	02/08/2023	1/10/2023	HOLIDAY STATIONS-DIESEL FUEL FOR 1406-ALT	57.82
US BANK	15022	02/08/2023	1/10/2023	BULLETIN LICENSECTR-TAB RENEWAL 1857/1802-BURFEIND	63.54
US BANK	15022	02/08/2023	1/10/2023	ALIEN GEAR HOLSTER-RAPID FORCE DUTY HOLSTER-RINZEL	1,931.46
US BANK	15022	02/08/2023	1/10/2023	USPS PO-POSTAGE TO OMAHA NE-RENSCHEN	8.69
US BANK	15022	02/08/2023	1/10/2023	IACIS-MEMBERSHIP T.RAYMOND-MCCORMICK	75.00
US BANK	15022	02/08/2023	1/10/2023	BCA TRAIN-DMT RECERT MULVIHILL-NICKLE	75.00
US BANK	15022	02/08/2023	1/10/2023	SECRETARY OF STATE-NOTARY RENEW FISCHBACH-MANN	120.00
US BANK	15022	02/08/2023	1/10/2023	CANVA-MONTHLY SUBSCRIPTION 12/14/22-1/14/23-PRIOR	12.95
US BANK	15022	02/08/2023	1/10/2023	PIONEER PRESS-DEC DIGITAL SUBSCRIPTION-PRIOR	16.00
US BANK	15022	02/08/2023	1/10/2023	CONSTANTCONTACT-DECEMBER SUBSCRIPTION-PRIOR	70.00
US BANK	15022	02/08/2023	1/10/2023	FORMS FULFILLMENT CENTER -1095C FORMS-MALINOWSKI	183.90
US BANK	15022	02/08/2023	1/10/2023	GFOA-LEASE TRAINING HOPPE-MALINOWSKI	85.00
US BANK	15022	02/08/2023	1/10/2023	AMAZON-MEMORY CARD FOR COMMUNICATION-MALINOWSKI	15.30
US BANK	15022	02/08/2023	1/10/2023	AMAZON-DIGITAL CAMERA FOR COMMUNICATION-MALINOWSKI	352.18
US BANK	15022	02/08/2023	1/10/2023	CUB FOODS-BEVERAGES CREW MTG W/JENNIFER-KOE	15.83
US BANK	15022	02/08/2023	1/10/2023	BELLA PIZZA-PIZZA FOR CREW MTG W/JENNIFER-KOERNER	155.17
US BANK	15022	02/08/2023	1/10/2023	CUB FOODS-PLATES/CUPS CREW MTG W/JENNIFER-KOERNER	23.26
US BANK	15022	02/08/2023	1/10/2023	OES OF WI-AXLE SEALS 2038/35084-MOSHIER	241.10
US BANK	15022	02/08/2023	1/10/2023	SURVEYMONKEY-12/20-1/19/23 SUBSCRIPTION-KOERNER	50.00
US BANK	15022	02/08/2023	1/10/2023	BRAVO CONCEALMENT-NEW GUN HOLSTER/RED DOT-KOERNER	36.99
US BANK	15022	02/08/2023	1/10/2023	MICHAELS STORES-GROUP PHOTOS 1998 & 2003-HENSELER	479.65
US BANK	15022	02/08/2023	1/10/2023	MICHAELS STORES-FRAMED BADGES-HENSELER	202.94

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
US BANK	15022	02/08/2023	1/10/2023	USPS PO-POSTAGE TO ST PAUL-RENSCHEN	17.05
US BANK	15022	02/08/2023	1/10/2023	STORM TRAINING GROUP-RED DOT SIGHT MCCLAIN-NIC	523.95
US BANK	15022	02/08/2023	1/10/2023	SP ASP-REFUND ASP INSTRUCTOR CERT SORGAARD-NICKLE	-100.00
US BANK	15022	02/08/2023	1/10/2023	BULLETIN LICENSE CTR-TAB RENEWALS-COFFEY	65.85
US BANK	15022	02/08/2023	1/10/2023	BROWNELLS-FIREARMS SUPPLIES-LINDEEN	291.41
US BANK	15022	02/08/2023	1/10/2023	GRAINGER-FILTERS/PARTS WASHER-LINDEEN	547.58
US BANK	15022	02/08/2023	1/10/2023	DPS FIREFIGHTER LICENSING-FF LICENSING-REDENIUS	75.00
US BANK	15022	02/08/2023	1/10/2023	CUB FOODS-DONUTS FOR SNOW PLOW CALL OUT-BURFEIND	29.97
US BANK	15022	02/08/2023	1/10/2023	CUB FOODS-DONUTS FOR SNOW PLOW CALL OUT-ORLOFF	19.98
US BANK	15022	02/08/2023	1/10/2023	HYVEE-DONUTS & FRUIT CHAINSAW SAFETY CLASS-MOSHIER	57.61
US BANK	15022	02/08/2023	1/10/2023	TAVERN BAR & GRILL-REVIEW W/BOLTON & MENK-BURFEIN	45.56
US BANK	15022	02/08/2023	1/10/2023	CURB SVC TAXI LV YC-VEGAS TRAIN GAUSTER-FOHRMAN	34.48
US BANK	15022	02/08/2023	1/10/2023	WESTGATE LV-HOTEL FOR VEGAS TRAIN GAUSTER-FOHRMAN	481.86
US BANK	15022	02/08/2023	1/10/2023	WALMART-SUPPLIES FOR WINTER BREAK-PIETRUSZEWSKI	122.82
US BANK	15022	02/08/2023	1/10/2023	MN NURSERY & LAND-NORTHERN GREEN REG-ORLOFF	148.50
US BANK	15022	02/08/2023	1/10/2023	AMAZON-HAND SOAP-HIRMA	166.22
US BANK	15022	02/08/2023	1/10/2023	ZORO TOOLS-HAND SOAP-HIRMAN	189.15
US BANK	15022	02/08/2023	1/10/2023	SP SPARX HOCKEY-SHARPENING WHEELS-HIRMA	291.37
US BANK	15022	02/08/2023	1/10/2023	IHEARTMEDIA-DEC MONTHLY SUBSCRIPTION-HIRMAN	10.73
US BANK	15022	02/08/2023	1/10/2023	SP SPARX HOCKEY-SKATE SHARPENING WHEELS-HIRMA	498.99
US BANK	15022	02/08/2023	1/10/2023	WALMART-FOOD FOR CONCESSIONS/VENDING-MUCKENHIRN	172.64
US BANK	15022	02/08/2023	1/10/2023	WALMART-FOOD FOR CONCESSIONS/VENDING-MUCKENHIRN	120.62
US BANK	15022	02/08/2023	1/10/2023	WALMART-FOOD FOR CONCESSIONS/VENDING-MUCKENHIRN	259.76
US BANK	15022	02/08/2023	1/10/2023	MGCSA-MEMBERSHIP-HANSON	165.00
US BANK	15022	02/08/2023	1/10/2023	WALMART-SUPPLIES FOR CLUBHOUSE-NEITZ	11.46
US BANK	15022	02/08/2023	1/10/2023	CUB FOODS-FOOD FOR CLUBHOUSE-JONES	14.61
US BANK	15022	02/08/2023	1/10/2023	MENARDS-SUPPLIES FOR CLUBHOUSE-NEITZ	36.46

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
US BANK	15022	02/08/2023	1/10/2023	FACEBOOK-PROMO AD BLACK FRIDAY/WEDDING GUIDE-NEITZ	119.09
US BANK	15022	02/08/2023	1/10/2023	MN NURSERY & LAND-NORTHERN GREEN REG HANSON-HANSON	199.00
US BANK	15022	02/08/2023	1/10/2023	SUNCOUNTRYAIR-2 FLIGHTS FOR GCSAA ORLANDO-HANSON	490.40
US BANK	15022	02/08/2023	1/10/2023	MN NURSERY&LAND-NORTHERN GREEN REG HUESMAN-HANSON	199.00
US BANK	15022	02/08/2023	1/10/2023	WALMART-FOOD/SUPPLIES FOR CLUBHOUSE-NEITZ	13.59
US BANK	15022	02/08/2023	1/10/2023	HOLIDAY STATIONSTORE-FIREWOOD-NEITZ	29.30
US BANK	15022	02/08/2023	1/10/2023	MENARDS-FIREPIT-NEITZ	32.20
US BANK	15022	02/08/2023	1/10/2023	TOP TEN LIQUORS-BEVERAGES FOR CLUBHOUSE-	63.83
US BANK	15022	02/08/2023	1/10/2023	ZOOMSHIFT-SUBSCRIPTION 11/19/22-1/12/23-NEITZ	77.26
US BANK	15022	02/08/2023	1/10/2023	THEKNOT/WEDDINGWIRE-VENUE ADVERTISING-JONES	576.00
US BANK	15022	02/08/2023	1/10/2023	CUB FOODS-FOOD FOR CLUBHOUSE-JONES	8.80
US BANK	15022	02/08/2023	1/10/2023	CUB FOODS-FOOD FOR CLUBHOUSE-JONES	17.78
US BANK	15022	02/08/2023	1/10/2023	HYVEE-FOOD FOR CLUBHOUSE-NEITZ	7.08
US BANK	15022	02/08/2023	1/10/2023	WALMART-FOOD/SUPPLIES FOR CLUBHOUSE-NEITZ	4.92
US BANK	15022	02/08/2023	1/10/2023	WALMART-BEVERAGES FOR CLUBHOUSE-NEITZ	53.17
US BANK	15022	02/08/2023	1/10/2023	CUB FOODS-FOOD FOR CLUBHOUSE-JONES	8.34
US BANK	15022	02/08/2023	1/10/2023	BRIDGETOWER SUBSCRIPTION-DEC SUBSCRIP	32.00
US BANK	15022	02/08/2023	1/10/2023	EXPLORE MN SALES & ADV-MSP BROCHURE PROGRAM-PRIOR	550.00
US BANK	15022	02/08/2023	1/10/2023	EHLERS-2023 PUBLIC FINANCE SEMINAR-LARSON	295.00
US BANK	15022	02/08/2023	1/10/2023	EXPLORE MN SALES & ADV-MOA BROCHURE PROGRAM-PRIOR	550.00
US BANK	15022	02/08/2023	1/10/2023	CREATIVE MARKET-FONT FOR VISITORS GUIDE-PRIOR	12.96
US BANK	15022	02/08/2023	1/10/2023	POLICETRAINING-ADS FOR HERO COURSES-ANSELMENT	135.00
US BANK	15022	02/08/2023	1/10/2023	WASHCO PHE-HAZARDOUS WASTE GENERATOR LIC-BURFEIND	204.88
US BANK	15022	02/08/2023	1/10/2023	STAMPS-PRO PLAN SVC 11/18/22-12/18/22-ANSELMENT	4.99
US BANK	15022	02/08/2023	1/10/2023	SMARTWAIVER-DECEMBER GROWTH PLAN SVC-ANSELMENT	34.00
US BANK	15022	02/08/2023	1/10/2023	GOOGLE ADS-DECEMBER HERO CENTER ADS-ANSELME	258.36
US BANK	15022	02/08/2023	1/10/2023	MAILCHIMP-DECEMBER EMAIL ADVERTSING SVC-ANS	59.00
US BANK	15022	02/08/2023	1/10/2023	DEPTOFAGRICULTURE-2023 PESTICIDE LICENSES-BURFEIN	10.25

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
US BANK	15022	02/08/2023	1/10/2023	NAEMSP-MEMBERSHIP-PRITCHARD	200.00
US BANK	15022	02/08/2023	1/10/2023	ZORO TOOLS-1/2" DRIVE SOCKET-BURFEIND	109.59
US BANK	15022	02/08/2023	1/10/2023	ALLFILTERS-CREDIT SALES TAX -MOSHIER	-49.02
US BANK	15022	02/08/2023	1/10/2023	ALLFILTERS-STOCK & DIESEL ADDITIVE-MOSHIER	25.20
US BANK	15022	02/08/2023	1/10/2023	FLEETFARM-PACER TRANSFER PUMP 31MISC/35161-MOSHIER	329.99
US BANK	15022	02/08/2023	1/10/2023	ALLFILTERS-LUBRICANT SPRAY STOCK-MOSHIER	57.77
US BANK	15022	02/08/2023	1/10/2023	ALLFILTERS-CREDIT SALES TAX -MOSHIER	-3.97
US BANK	15022	02/08/2023	1/10/2023	ALLFILTERS-STOCK & DIESEL ADDITIVE-MOSHIER	713.52
US BANK	15022	02/08/2023	1/10/2023	MNSTATEPATROL-DOT DECALS -MOSHIER	94.50
US BANK	15022	02/08/2023	1/10/2023	KEN-WAY CORP-JR COMPLETE DRUM CABLE-MOSHIER	886.87
US BANK	15022	02/08/2023	1/10/2023	COUNTRYSIDE SERVICE-PLOWMODULE 1508/35268-BURFEIND	217.41
US BANK	15022	02/08/2023	1/10/2023	NILIGHT LIGHT-LED PODS 4104/35325-BURFEIND	135.65
US BANK	15022	02/08/2023	1/10/2023	WALMART-PLANNERS-MOSHIER	29.44
US BANK	15022	02/08/2023	1/10/2023	LIGHTSPEED RETAIL-ICE POS 12/19/22-1/18/23-BLUHM	207.00
				Vendor VEN21640 - US BANK Total:	**24,178.90**
Vendor: VEN32448 - US BANK					
US BANK	218671	02/08/2023	13590079	4TH QTR CUSTODY FEES	2,668.86
				Vendor VEN32448 - US BANK Total:	**2,668.86**
Vendor: VEN32558 - US BANK					
US BANK	218612	02/01/2023	20230125	JANUARY UNIFORM PURCHASES	11,805.11
US BANK	218612	02/01/2023	20230125	JANUARY UNIFORM PURCHASES	950.00
				Vendor VEN32558 - US BANK Total:	**12,755.11**
Vendor: VEN35435 - US FOODS, INC					
US FOODS, INC	15017	02/02/2023	4282809	SUPPLIES FOR CLUBHOUSE	281.53
				Vendor VEN35435 - US FOODS, INC Total:	**281.53**
Vendor: VEN22333 - VALLEY SALES OF HASTINGS, INC.					
VALLEY SALES OF HASTINGS, I	218613	02/01/2023	40410	PM SERVICE & TIRE ROTATION - 1004/35333	84.51
VALLEY SALES OF HASTINGS, I	218613	02/01/2023	63490	KEY & TRANSMITTER PK - 5001/35330	194.07
VALLEY SALES OF HASTINGS, I	218613	02/01/2023	40558	PM SERVICE - 1402/35337	70.93
VALLEY SALES OF HASTINGS, I	218613	02/01/2023	40672	PROGRAMMED 2 NEW KEY FOBS - 5001/35330	107.32
				Vendor VEN22333 - VALLEY SALES OF HASTINGS, INC. Total:	**456.83**
Vendor: VEN33358 - VERTIV SERVICES, INC.					
VERTIV SERVICES, INC.	218614	02/01/2023	13167528A	City Hall UPS Annual Maintanance	7,372.00
				Vendor VEN33358 - VERTIV SERVICES, INC. Total:	**7,372.00**
Vendor: VEN34314 - VERUS CORPORATION					
VERUS CORPORATION	218615	02/01/2023	62046	WELL 2 - WATCHGUARD FIREBOX/RACKMOUNT KIT	2,440.00
				Vendor VEN34314 - VERUS CORPORATION Total:	**2,440.00**

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN23143 - WAKOTA FIREFIGHTERS MUTUAL AID ASSOCIATION					
WAKOTA FIREFIGHTERS MUTU	218616	02/01/2023	20221231	2022 ASSOCIATION DUES	50.00
				Vendor VEN23143 - WAKOTA FIREFIGHTERS MUTUAL AID ASSOCIATION Total:	**50.00**
Vendor: VEN23119 - WASHINGTON COUNTY FIRE CHIEFS ASSOC					
WASHINGTON COUNTY FIRE C	218617	02/01/2023	2023-002	2023 MEMBERSHIP DUES	50.00
				Vendor VEN23119 - WASHINGTON COUNTY FIRE CHIEFS ASSOC Total:	**50.00**
Vendor: VEN23156 - WASHINGTON COUNTY PUBLIC WORKS DEPT					
WASHINGTON COUNTY PUBLI	15018	02/02/2023	20230201	2023 ANNUAL RIGHT-OF-WAY PERMIT	100.00
				Vendor VEN23156 - WASHINGTON COUNTY PUBLIC WORKS DEPT Total:	**100.00**
Vendor: VEN23153 - WASHINGTON COUNTY SHERIFF'S OFFICE					
WASHINGTON COUNTY SHERI	15019	02/02/2023	210200	2023 CODE RED SYSTEM	2,718.69
WASHINGTON COUNTY SHERI	15019	02/02/2023	210229	2023 PUBLIC SAFETY SYSTEM/MDC'S & ALERTS	101,913.64
WASHINGTON COUNTY SHERI	15019	02/02/2023	210238	2023 SWAT TEAM INSURANCE	1,678.05
WASHINGTON COUNTY SHERI	15019	02/02/2023	210300	2023 MOBILE FIELD FORCE TEAM	2,100.00
				Vendor VEN23153 - WASHINGTON COUNTY SHERIFF'S OFFICE Total:	**108,410.38**
Vendor: VEN23148 - WASHINGTON COUNTY					
WASHINGTON COUNTY	15074	02/09/2023	210389	2023 ELECTION MAINT	10,935.00
				Vendor VEN23148 - WASHINGTON COUNTY Total:	**10,935.00**
Vendor: VEN23256 - WATER CONSERVATION SERVICE, INC.					
WATER CONSERVATION SERVI	15020	02/02/2023	12944	LEAK LOCATE - 8133 JERGENS AVE	362.75
				Vendor VEN23256 - WATER CONSERVATION SERVICE, INC. Total:	**362.75**
Vendor: VEN23107 - WERNER IMPLEMENT CO, INC.					
WERNER IMPLEMENT CO, INC	218672	02/08/2023	24489	COUPLING, NPT - 8404/35368	254.80
				Vendor VEN23107 - WERNER IMPLEMENT CO, INC. Total:	**254.80**
Vendor: VEN31705 - WISCONSIN SCTF					
WISCONSIN SCTF	218673	02/08/2023	INV025202	2/9/23 BIWEEKLY PAYROLL 1/16/23-1/29/23	392.30
				Vendor VEN31705 - WISCONSIN SCTF Total:	**392.30**
Vendor: VEN30736 - WOLD ARCHITECTS AND ENGINEERS, INC					
WOLD ARCHITECTS AND ENGI	218674	02/08/2023	84258	22/23 CITY HALL REMODEL THRU 31% OF CONSTR ADMI	775.00
				Vendor VEN30736 - WOLD ARCHITECTS AND ENGINEERS, INC Total:	**775.00**
Vendor: VEN30771 - WOODBURY POLICE DEPARTMENT					
WOODBURY POLICE DEPART	218675	02/08/2023	20230208	REFUND BASIC SHOOT ANAYLSIS COURSE-MICHELE JURJANS	750.00
				Vendor VEN30771 - WOODBURY POLICE DEPARTMENT Total:	**750.00**
Vendor: VEN24065 - XCEL ENERGY					
XCEL ENERGY	218618	02/01/2023	812288168	WATER 12/10/22-1/11/23	32,143.82
XCEL ENERGY	218618	02/01/2023	812327506	GLENDENNING 12/14/22-1/13/23	20.33
XCEL ENERGY	218618	02/01/2023	812390643	CENTRAL FIRE 12/11/22-1/12/23	7,578.55
XCEL ENERGY	218618	02/01/2023	812445179	PUMPHOUSE 12/8/22-1/11/2	370.10
XCEL ENERGY	218618	02/01/2023	812446651	PSCH ELECTRICITY & GAS 12/5/22-1/8/23	15,420.81
XCEL ENERGY	218618	02/01/2023	812488205	PARK BUILDINGS 12/5/22-1/8/23	3,555.42
XCEL ENERGY	218618	02/01/2023	812489818	C/D SIRENS 12/18/22-1/17/2	45.70
XCEL ENERGY	218618	02/01/2023	812606511	ICE ARENA 12/11/22-1/12/23	32,903.43
XCEL ENERGY	218618	02/01/2023	812671432	FIRE DEPT 12/11/22-1/12/23	1,976.67
XCEL ENERGY	218618	02/01/2023	812704039	CITY STREET LIGHTS 12/11/22-1/12/23	14,930.61

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
XCEL ENERGY	218676	02/08/2023	813097282	PUBLIC WORKS 12/11/22-1/12/23	10,742.46
				Vendor VEN24065 - XCEL ENERGY Total:	**119,687.90**
Vendor: VEN26201 - ZIEGLER INC.					
ZIEGLER INC.	15021	02/02/2023	IN000824099	HARDWARE FITTINGS - 8204/35177	869.33
ZIEGLER INC.	15021	02/02/2023	SI000280804	TRAVEL COST TO SHOP, UPDATE SOFTWARE - 8204/35171	234.00
ZIEGLER INC.	15075	02/09/2023	IN000848812	HOOD ASSEMBLY - 8204/3517	1,025.72
ZIEGLER INC.	15075	02/09/2023	SI000287012	REPAIR THROTTLE PEDAL - 8204/35369	1,202.55
				Vendor VEN26201 - ZIEGLER INC. Total:	**3,331.60**
				Grand Total:	**2,413,399.69**

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	261,920.57
230 - SURFACE WATER MANAGEMENT	4,271.30
235 - SEALCOATING FUND	8,055.50
240 - FORFEITURE & SEIZURE	25.00
250 - ICE ARENA	36,147.46
255 - GOLF COURSE SPECIAL REVENUE FUND	13,495.06
285 - ECONOMIC DEVELOPMENT AUTHORITY	7,821.66
290 - HERO CENTER OPERATIONS	10,320.36
455 - 3M SETTLEMENT - MPCA	750,431.95
510 - FUTURE PROJECTS	11,433.59
520 - MSA CONSTRUCTION	377,644.17
525 - MUNICIPAL BUILDING	775.00
560 - PAVEMENT MANAGEMENT	33,165.00
568 - DEVELOPER PETITIONED PROJECTS	1,485.50
570 - PARK TRUST	39,791.90
580 - SEWER CONNECTION/AREA	4,756.50
585 - STORM CONNECTION/AREA	54,126.00
610 - WATER OPERATING	40,007.97
620 - SEWER OPERATING	505.20
630 - STREET LIGHTS	14,960.61
660 - SOUTH WASHINTON COUNTY AMBUL	1,721.28
700 - SELF INSURANCE	5,976.59
710 - FLEET MAINTENANCE	53,713.72
720 - INFORMATION TECHNOLOGY	121,278.48
800 - INVESTMENTS	2,668.86
810 - DEVELOPER LETTER OF CREDIT	417,530.00
990 - PAYROLL FUND	139,370.46
Grand Total:	**2,413,399.69**

Account Summary

Account Number	Account Name	Payment Amount
100-00-9100-1230	PREPAID EXPENSE	10,939.85
100-01-0010-4210	OP SUPPLY-OTHER	275.74
100-02-0110-4210	OP SUPPLY-OTHER	83.75
100-02-0110-4300	PROF SERVICES	1,300.00
100-02-0110-4401	DUES & SUBS	98.95
100-02-0110-4403	TRAVEL/TRAIN/CON	20.00
100-04-0210-4370	MAINT-REPAIR/EQ	10,935.00
100-05-0300-4210	OP SUPPLY-OTHER	7.00
100-05-0300-4305	FEES FOR SERVICE	10.56
100-05-0300-4340	PRINTING	183.90
100-05-0300-4403	TRAVEL/TRAIN/CON	85.00
100-08-0395-4210	OP SUPPLY-OTHER	367.48
100-08-0395-4434	SPECIAL EVENTS	194.26
100-09-2500-4200	OFFICE SUPPLIES	203.75
100-09-2500-4210	OP SUPPLY-OTHER	1,344.72
100-09-2500-4272	OP SUP-BUILDINGS	155.87
100-09-2500-4305	FEES FOR SERVICE	65.44
100-09-2500-4340	PRINTING	332.00
100-09-2500-4360	UTILITIES	15,420.81
100-09-2500-4372	MAINT-REPAIR/BLD	91.83
100-09-2500-4380	RENTAL/LEASE	343.85
100-13-1000-4300	PROF SERVICES	6,373.64
100-14-2040-4301	ENGINEERING SVS	19,480.00
100-15-0400-4305	FEES FOR SERVICE	2,718.69
100-15-0400-4360	UTILITIES	45.70
100-21-0500-4210	OP SUPPLY-OTHER	1,474.56

Account Summary

Account Number	Account Name	Payment Amount
100-21-0500-4217	CLOTHING/UNIFORM	41,565.20
100-21-0500-4272	OP SUP-BUILDINGS	682.59
100-21-0500-4280	CAPITAL OUTLAY <$5,00	8,074.88
100-21-0500-4300	PROF SERVICES	2,656.00
100-21-0500-4305	FEES FOR SERVICE	17,410.56
100-21-0500-4311	POSTAGE	17.05
100-21-0500-4370	MAINT-REPAIR/EQ	111.26
100-21-0500-4372	MAINT-REPAIR/BLD	8,903.00
100-21-0500-4403	TRAVEL/TRAIN/CON	6,131.95
100-21-0500-4449	OTHER CONTRACT	65.85
100-21-0500-4530	MACH & EQUIPMENT	458.00
100-21-0532-4210	OP SUPPLY-OTHER	838.99
100-21-0537-4210	OP SUPPLY-OTHER	115.92
100-21-0537-4300	PROF SERVICES	917.94
100-26-0800-4210	OP SUPPLY-OTHER	17.80
100-26-0800-4217	CLOTHING/UNIFORM	950.00
100-26-0800-4272	OP SUP-BUILDINGS	128.84
100-26-0800-4305	FEES FOR SERVICE	79.94
100-26-0800-4310	COMMUNICATION	133.59
100-26-0800-4340	PRINTING	55.00
100-26-0800-4360	UTILITIES	9,555.22
100-26-0800-4372	MAINT-REPAIR/BLD	730.00
100-26-0800-4401	DUES & SUBS	325.00
100-26-0800-4403	TRAVEL/TRAIN/CON	1,050.57
100-31-1200-4217	CLOTHING/UNIFORM	821.57
100-31-1200-4371	MAINT-REPAIR/OTH	74.63
100-31-1200-4403	TRAVEL/TRAIN/CON	371.49
100-32-1260-4403	TRAVEL/TRAIN/CON	32.00
100-34-1290-4210	OP SUPPLY-OTHER	62,978.02
100-34-1290-4403	TRAVEL/TRAIN/CON	1,800.00
100-35-2005-4210	OP SUPPLY-OTHER	242.61
100-35-2005-4217	CLOTHING/UNIFORM	111.00
100-35-2005-4340	PRINTING	55.00
100-35-2005-4360	UTILITIES	10,742.46
100-35-2005-4372	MAINT-REPAIR/BLD	4,395.29
100-35-2005-4380	RENTAL/LEASE	60.00
100-35-2009-4360	UTILITIES	20.33
100-36-2200-4217	CLOTHING/UNIFORM	78.05
100-41-1500-4210	OP SUPPLY-OTHER	769.66
100-41-1500-4217	CLOTHING/UNIFORM	244.63
100-41-1500-4272	OP SUP-BUILDINGS	565.02
100-41-1500-4360	UTILITIES	3,555.42
100-41-1500-4372	MAINT-REPAIR/BLD	268.49
100-41-1500-4380	RENTAL/LEASE	360.00
100-41-1500-4403	TRAVEL/TRAIN/CON	523.34
100-41-1516-4300	PROF SERVICES	100.00
100-51-2300-4310	COMMUNICATION	101.24
100-51-2300-4434	SPECIAL EVENTS	122.82
230-00-9230-1230	PREPAID EXPENSE	148.50
230-60-3200-4217	CLOTHING/UNIFORM	377.20
230-60-3200-4301	ENGINEERING SVS	3,709.78
230-60-3200-4403	TRAVEL/TRAIN/CON	35.82
235-00-1217-4301	ENGINEERING SVS	8,055.50
240-21-0554-4449	OTHER CONTRACT	25.00
250-77-3700-4209	OP SUPPLIES-CLEN	355.37
250-77-3700-4210	OP SUPPLY-OTHER	365.61
250-77-3700-4217	CLOTHING/UNIFORM	86.50
250-77-3700-4310	COMMUNICATION	188.03

Account Summary

Account Number	Account Name	Payment Amount
250-77-3700-4360	UTILITIES	32,903.43
250-77-3700-4370	MAINT-REPAIR/EQ	301.55
250-77-3700-4401	DUES & SUBS	10.73
250-77-3700-4436	PROSHOP RESALE	498.99
250-77-3700-4438	VENDING RESALE	172.64
250-77-3740-4438	CONCESSIONS RESALE	1,004.85
250-77-9250-1230	PREPAID EXPENSE	259.76
255-00-9255-1230	PREPAID EXPENSE	227.53
255-53-2100-4300	PROF SERVICES	798.00
255-53-2100-4341	ADVER/PUBLISH	119.09
255-55-2105-4210	OP SUPPLY-OTHER	624.64
255-55-2105-4271	OP SUP-OTHER IMP	21.46
255-55-2105-4280	CAPITAL OUTLAY <$5,00	1,005.41
255-55-2105-4305	FEES FOR SERVICE	37.43
255-55-2105-4372	MAINT-REPAIR/BLD	231.47
255-55-2105-4380	RENTAL/LEASE	120.00
255-55-2105-4403	TRAVEL/TRAIN/CON	888.40
255-55-2110-4360	UTILITIES	370.10
255-56-2140-4210	OP SUPPLY-OTHER	470.66
255-56-2140-4305	FEES FOR SERVICE	77.26
255-56-2140-4341	ADVER/PUBLISH	576.00
255-56-2140-4370	MAINT-REPAIR/EQ	2,063.48
255-56-2140-4372	MAINT-REPAIR/BLD	350.59
255-56-2140-4434	SPECIAL EVENTS	2,100.00
255-56-2140-4436	CONCESSION RESAL	2,427.03
255-56-2140-4438	PRO/MISC RESALE	61.51
255-56-2140-4439	LIQUOR - RESALE	925.00
285-12-1135-4301	ENGINEERING SVS	2,995.50
285-12-1135-4401	DUES & SUBS	32.00
285-12-1135-4434	SPECIAL EVENTS	700.00
285-12-1150-4341	ADVER/PUBLISH	1,200.00
285-12-9285-1230	PREPAID EXPENSE	1,407.96
285-12-9285-2220	DUE TO OTHER GOV	1,486.20
290-00-2900-1230	PREPAID EXPENSE	339.88
290-00-2900-3591	HOSTED COURSE REGIST	3,000.00
290-00-2900-4280	CAPITAL OUTLAY <$5,00	6,300.00
290-00-2900-4310	COMMUNICATION	175.70
290-00-2900-4311	POSTAGE	4.99
290-00-2900-4321	DATA PROCESSING	34.00
290-00-2900-4341	ADVER/PUBLISH	317.36
290-00-2900-4372	MAINT-REPAIR/BLD	65.31
290-00-2900-4401	DUES & SUBS	25.00
290-00-2900-4405	CLEAN/WASTE REMV	58.12
455-00-7232-4550	PROJECT-CONTRACT	83,381.84
455-00-7232-4551	PROJECT-ENGINEER	8,973.61
455-00-7245-4551	PROJECT-ENGINEER	436.50
455-00-7250-4559	PROJECT-OTHER	3,900.00
455-00-7252-4550	PROJECT-CONTRACT	651,300.00
455-00-7252-4559	PROJECT-OTHER	2,440.00
510-00-6574-4551	PROJECT-ENGINEER	9,845.09
510-00-9510-4301	ENGINEERING	1,588.50
520-00-6552-4551	PROJECT-ENGINEER	177,116.17
520-00-6552-4554	PROJECT-ROW/EASE	200,000.00
520-00-6576-4551	PROJECT-ENGINEER	528.00
525-00-9525-4300	PROF SERVICES	775.00
560-00-6541-4551	PROJECT-ENGINEER	259.00
560-00-6575-4551	PROJECT-ENGINEER	32,906.00
568-00-6629-4551	PROJECT-ENGINEER	1,171.50

Account Summary

Account Number	Account Name	Payment Amount
568-00-6700-4551	PROJECT-ENGINEER	314.00
570-00-9570-4301	ENGINEERING SVS	9,909.50
570-00-9570-4550	PROJECT-CONTRACT	29,344.90
570-00-9570-4551	PROJECT-ENGINEER	537.50
580-00-7246-4551	PROJECT-ENGINEER	1,366.00
580-00-9580-4301	ENGINEERING SVS	3,390.50
585-00-9585-4301	ENGINEERING SVS	54,126.00
610-00-9610-1230	PREPAID EXPENSE	10.25
610-70-3000-4210	OP SUPPLY-OTHER	800.14
610-70-3000-4216	FERTILIZER/CHEM	110.00
610-70-3000-4217	CLOTHING/UNIFORM	1,017.36
610-70-3000-4271	OP SUP-OTHER IMP	424.43
610-70-3000-4301	ENGINEERING SVS	2,487.00
610-70-3000-4310	COMMUNICATION	226.82
610-70-3000-4360	UTILITIES	32,143.82
610-70-3000-4371	MAINT-REPAIR/OTH	362.75
610-70-3000-4403	TRAVEL/TRAIN/CON	23.00
610-70-3000-4438	PRO/MISC RESALE	2,402.40
620-00-9620-1191	A/R-UTILITY	505.20
630-75-1400-4301	ENGINEERING SVS	30.00
630-75-1400-4360	UTILITIES	14,930.61
660-24-0330-4305	FEES FOR SERVICE	13.00
660-24-0600-4210	OP SUPPLY-OTHER	1,271.03
660-24-0600-4403	TRAVEL/TRAIN/CON	237.25
660-24-9660-1230	PREPAID EXPENSE	200.00
700-00-9700-4300	PROF SERVICES	1,678.05
700-00-9700-4734	AUTO CLAIMS	4,298.54
710-33-1700-4210	OP SUPPLY-OTHER	120.25
710-33-1700-4217	CLOTHING/UNIFORM	162.83
710-33-1700-4231	SMALL TOOLS	479.51
710-33-1700-4270	OP SUP-VEH/EQ	13,626.26
710-33-1700-4370	MAINT-REPAIR/EQ	13,054.60
710-33-1700-4401	DUES & SUBS	94.50
710-33-1710-4211	MOTOR FUELS	24,538.28
710-33-1720-4231	SMALL TOOLS	1,254.99
710-33-9710-1230	PREPAID EXPENSE	382.50
720-07-0380-4310	COMMUNICATION	7,371.08
720-07-0380-4321	DATA PROCESSING	105,679.64
720-07-0380-4370	MAINT-REPAIR/EQ	7,372.00
720-07-0380-4403	TRAVEL/TRAIN/CON	210.76
720-07-0383-4301	ENGINEERING SVS	645.00
800-00-9800-3810	INVEST INTEREST	2,668.86
810-00-8217-2310	DEPOSITS PAYABLE	382,214.00
810-00-9810-2310	DEPOSITS PAYABLE	35,316.00
990-05-9990-2010	PERA	120,427.43
990-05-9990-2037	CHILD SUPPORT	429.21
990-05-9990-2038	UNION DUES	4,217.50
990-05-9990-2043	DEFERRED COMP	14,296.32
	Grand Total:	**2,413,399.69**

Project Account Summary

Project Account Key	Payment Amount
None	2,413,399.69
Grand Total:	**2,413,399.69**

PAYROLL CHECK REGISTER

Biweekly PE 01/29/2023 - CK 02/09/23 - $405,475.76

Mayor/Council PE 02/28/2023 – CK 02/09/2023 - $2,131.54

PT Fire PE 01/31/2023 – CK 02/10/2023 - $26,096.79

City Council Action Request

Cottage Grove
Where Pride and Prosperity Meet

11A

Meeting Date	2/15/2023
Department	Community Development
Agenda Category	Regular Agenda
Title	Proposed Child Care Facility at 7781 Hardwood Avenue South – Site Plan Review, Planned Unit Development, Conditional Use Permit
Staff Recommendation	Adopt Resolution 2023-026 approving a Site Plan Review, Planned Unit Development, and Conditional Use Permit for a proposed child care facility to be located at 7781 Hardwood Avenue South.
Budget Implication	N/A

Attachments

Child Care CC Memo.tif	7.03MB
Child Care Resolution.tif	2.85MB
Child Care Site Civils Plans.tif	15.14MB
Child Care Architectural Elevations.tif	759.71KB
Child Care Architectural Material Examples.tif	711.99KB
Child Care Engineer Review Memo.tif	5.46MB
Child Care Traffic Memo.tif	10.41MB
Child Care Sight Triangle Exhibits.tif	1.58MB
Child Care Development Agreement.tif	19.49MB

Cottage Grove
Where Pride and Prosperity Meet

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

FROM: Conner Jakes, Associate Planner

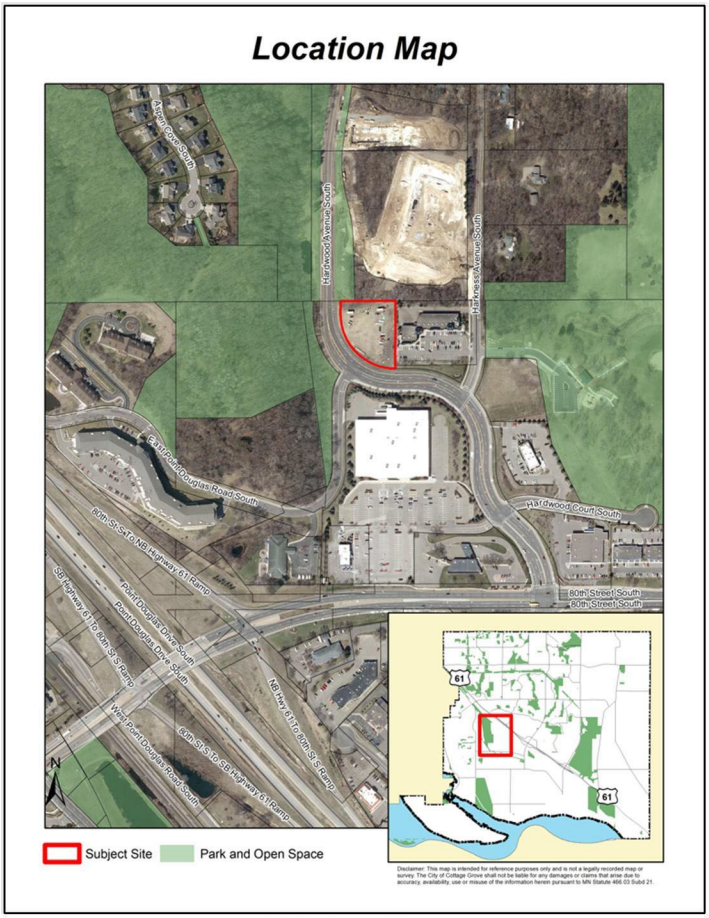
DATE: February 9, 2023

RE: Proposed Child Care Facility at 7781 Hardwood Avenue South – Site Plan Review, Planned Unit Development, Conditional Use Permit

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Proposal

814 Services LLC (Applicant), on behalf of Crown Estates Holdings LLC/Joan Eva Stoltz Revocable Living Trust has submitted applications for a Site Plan Review, Planned Unit Development (PUD), and Conditional Use Permit (CUP) at 7781 Hardwood Avenue South. The Applicant is proposing to construct a 11,464 square foot Child Care Facility. The proposed project would be located on a 1.36-acre parcel of land to the west of the Shoppes at Gateway North and to the south of the Cottage Grove Apartments at 7689 Hardwood Avenue South.



Site Location

Review Schedule

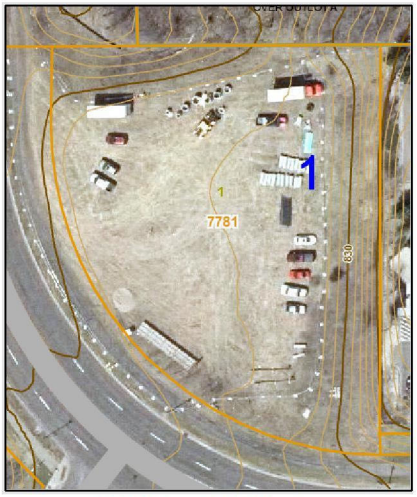
Application Received: December 28, 2022
Application Accepted: December 28, 2022
Planning Commission Meeting: January 23, 2023
City Council Meeting: February 15, 2023
60-Day Review Deadline: February 26, 2023

Planning Commission

The Planning Commission reviewed the requests at their January 23, 2023 meeting. There were general questions from the Commission regarding the maximum capacity of the facility, the color of the proposed retaining wall along the eastern property line, and the location of the play area. There was no testimony for or against the application. The Commission unanimously (6-to-0) voted to recommend approval of the applications.

Background

The subject site is currently a vacant lot with no tree coverage. Topographically, there are major elevation changes along the north and eastern property lines, with existing retaining walls along the eastern property line on the adjacent parcel. There is currently an Interim Conditional Use Permit (ICUP) approved on the site. The ICUP allows for temporary parking and storage for the project to the north at 7689 Hardwood Avenue South, and it expires on May 1, 2023. The ICUP applicant (Oppidan Development) has verified they are no longer utilizing the ICUP approvals; therefore, the ICUP does not impact site development.



2022 Aerial Photo

Proposed Use

The proposed 11,464 square foot facility would be occupied by O2B Kids!, an experienced national operator of early child education. The facility would provide quality, education-based programs for children ranging from infancy through age four, as well as before and after school and summer camp programs. Typical hours of operation are from 6:00 am to 6:00 pm, Monday through Friday. The site plan also shows a secure play area that will be completely enclosed with fencing.

Planning Considerations

Zoning and Comprehensive Plan

The subject site is zoned MU, Mixed Use District, and is guided as Mixed Use on the 2040 Comprehensive Plan. The proposed use is consistent with the City's zoning ordinance and land use plan. Daycare uses are permitted with a Conditional Use Permit (CUP) within the Mixed-Use Zoning District.

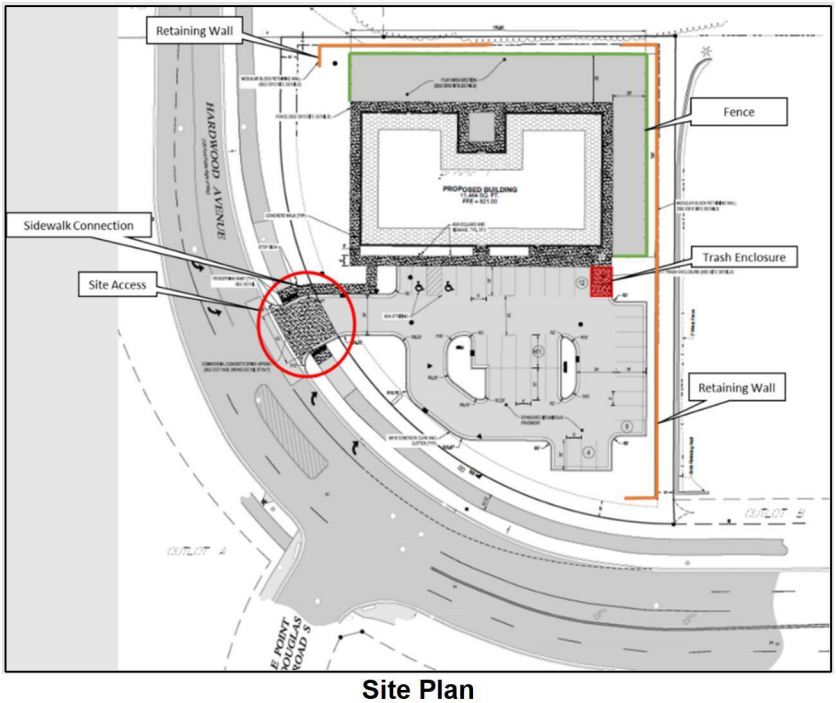
Planned Unit Development

The PUD process is a tool that provides additional flexibility for development that an underlying zoning district would not otherwise allow. It is intended to overcome the limitations of zoning regulations and improve the overall design of a project. While the PUD process allows the City to negotiate certain aspects of the development, any conditions imposed on the PUD must have a rational basis related to the expected impact of the development.

Due to the site and zoning code constraints, the applicant is requesting flexibility from the required overstory tree count and parking lot setback. In return for the flexibility, the applicant will add additional parking stalls exceeding the minimum required, match the retaining wall color to the adjacent property to the east, include additional landscaping, and match the trash enclosure materials to the principal structure. The proposed development meets or exceeds all other zoning code requirements.

Site Plan Review

The proposed O2B Kids! Child Care Facility consists of an 11,464 square foot building serving children ranging from infancy through age four. The site's access is located off Hardwood Avenue. The developer will be including a sidewalk connection from the principal structure to the existing trail system along Hardwood Avenue. The principal structure will be located on the north side of the site.



Site Plan

Building Setbacks	Mixed Use District Standards	Proposed
Corner Lot Setback on Front Yard	20 feet	36.7 feet
Side Yard (North)	10 feet	47.7 feet
Side Yard (East)	10 feet	45.5 feet
Rear Adjacent to Residential	50 feet	60 feet

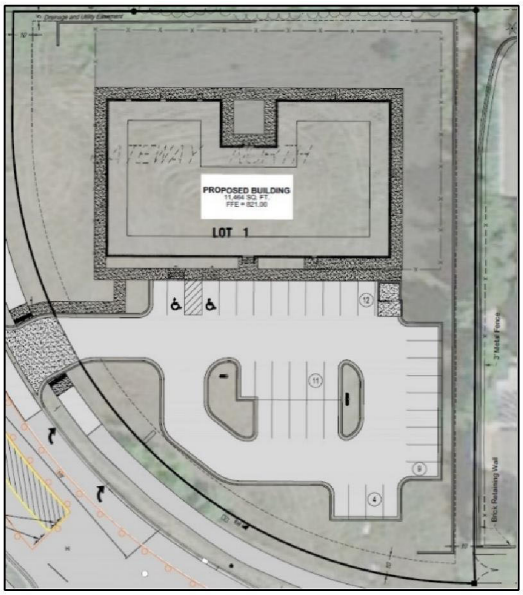
The proposed building meets or exceeds all setback requirements for the zoning district. Due to the unique shape of the subject site, the front yard setback is required to meet the minimum corner lot front yard setback. The rear yard setback is required to meet the minimum rear yard setback adjacent to residential as the adjacent property to the north is zoned R-6, High Density Residential. Although there are only three lot lines, City Code Title 11-1-3 states that the rear lot line is the boundary of a lot which is opposite the front lot line, and that if the lot forms a point at the rear, the rear lot line shall be a line ten feet in length within the lot, connecting the side lot lines and parallel to the front line.

The proposed trash enclosure will be located on the south side of the principal structure. The Applicant has proposed the structure to be constructed with the same materials as the principal structure, as discussed in the Architecture section of this report. City Code Title 11-3-8 states that trash enclosures must be setback a minimum of 10 feet from the adjacent property lines. The proposed trash enclosure is located 39 feet from the adjacent property line to the east.

The Applicant is proposing a retaining wall along the north and east property lines along with a fence that will enclose the outdoor play area. The proposed fence will meet City standards and be a decorative fence that complements the site design. As a condition of approval, any proposed fencing will be reviewed and approved by planning staff. The retaining wall along the east property line will match in color to the existing retaining wall on the adjacent property to the east.

Parking

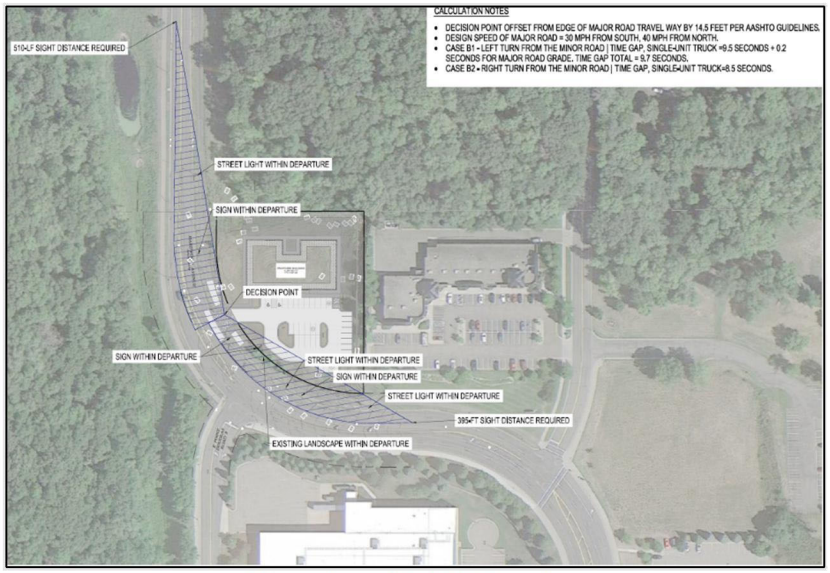
The proposed O2B Kids! Child Care Facility has a maximum capacity of 195 children. City Code Title 11-3-4 requires one parking spot per 6 individuals of licensed capacity, or 33 stalls. The applicant is proposing 36 parking stalls with 2 stalls being ADA accessible, which exceeds the minimum Code requirement by 3 stalls. City Code calls for minimum 20-foot-long parking stalls; however, the minimum length may be decreased by 2 feet for spaces that allow for bumper overhang. The proposed parking stalls to the north, east, and south of the parking lot are 18-foot-long stalls due to the ability for bumper overhang. The proposed parking stalls in the center area of the parking lot are 20-foot stalls. Due to the size and unique shape of the subject site, the Applicant is requesting flexibility from the 20-foot front yard parking lot setback and has requested a 10-foot front yard setback. In return for the flexibility, the Applicant has included additional parking stalls exceeding the minimum required.



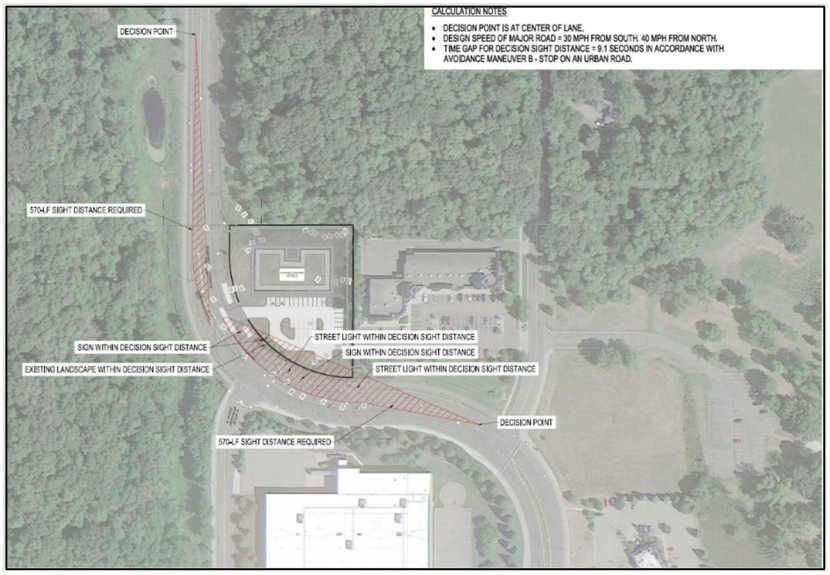
Parking Lot Layout

Site Access

The Applicant's proposed site access location was determined through review of two primary access locations along Hardwood Avenue. The first location was aligned with the existing intersection of East Point Douglas Road and Hardwood Avenue, and the second location is shown in the application package. While it would be common practice to have the driveway access align with the existing intersection, the sight lines at the existing intersection were problematic for vehicles exiting the site. City staff reviewed the possibility of upgrading the intersection with an all-way stop condition to allow for the access to remain at the intersection, but as is documented in the traffic study completed by Bolton & Menk, dated January 13, 2023, an all-way stop condition is not warranted and not recommended for various reasons. The access location as shown in the submittal package decreases the operational and safety impacts and is the preferred location. The included traffic study reviews existing traffic volumes, operational impacts, potential trip generation with full build out of the area, further detailed analysis of the all-way stop warrant analysis, and recommendations as it relates to access for the proposed use on this property.



Departure Sight Triangles



Decision Sight Distance

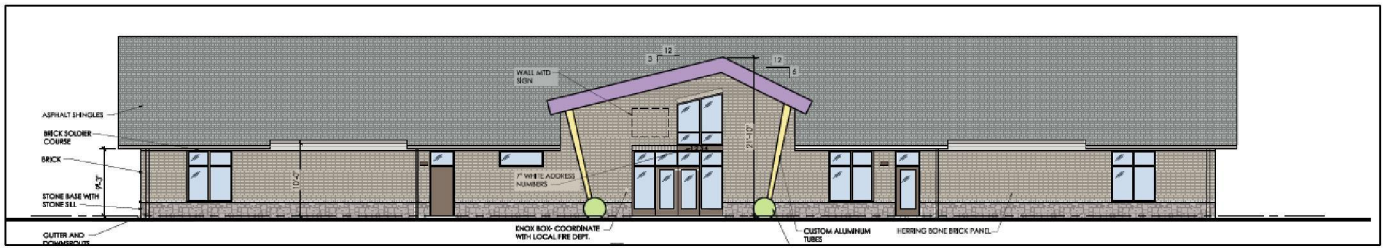
Architecture

City Code Title 11-3-11 requires that the façade for this project be comprised of a minimum of 65 percent Class 1 materials and use 3 different materials from Class 1 or 2, and not more than 10 percent Class 4 materials. Class 1 materials include the following:

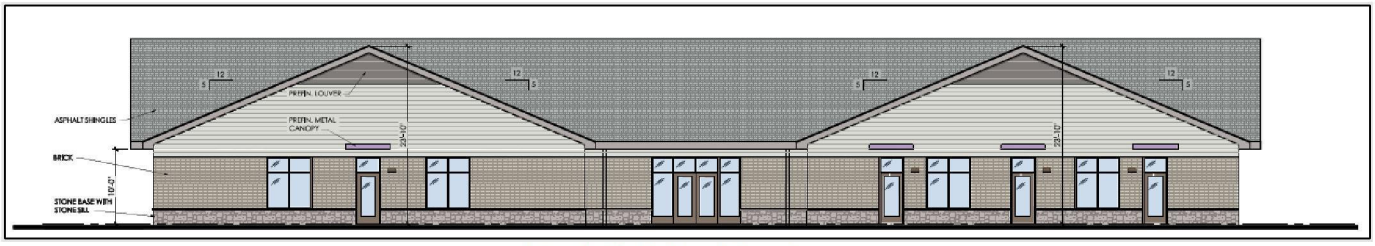
- Fired clay face brick
- Natural stone, synthetic or cultured stone
- Transparent glass, opaque or mirror window panels
- Other comparable or superior materials

The Applicant is proposing 68.2 percent Class 1 materials and three materials from the Class 1 material list above. The proposed materials used on the exterior façade include a cortez colored fired clay face brick, sienna colored lamina stone, and glass windows (all Class 1 materials). In addition to the Class 1 materials, the Applicant has proposed a quarry gray colored lap siding (Class 3 material). Below is a breakdown of material composition percentages:

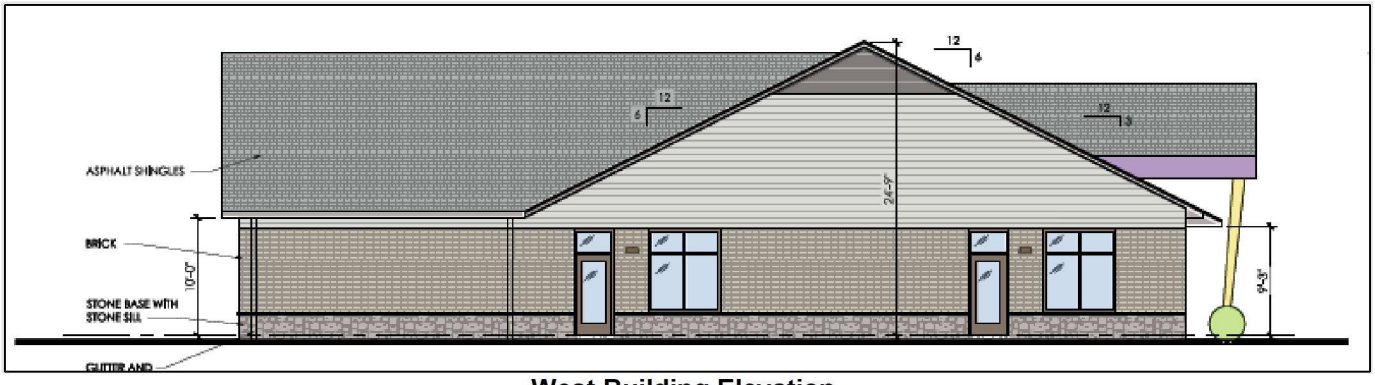
- Fired Clay Brick (cortez): 40.3%
- Lamina Stone (sienna): 14.5%
- Glass Windows: 13.4%
- Lap Siding (quarry gray): 31.8%



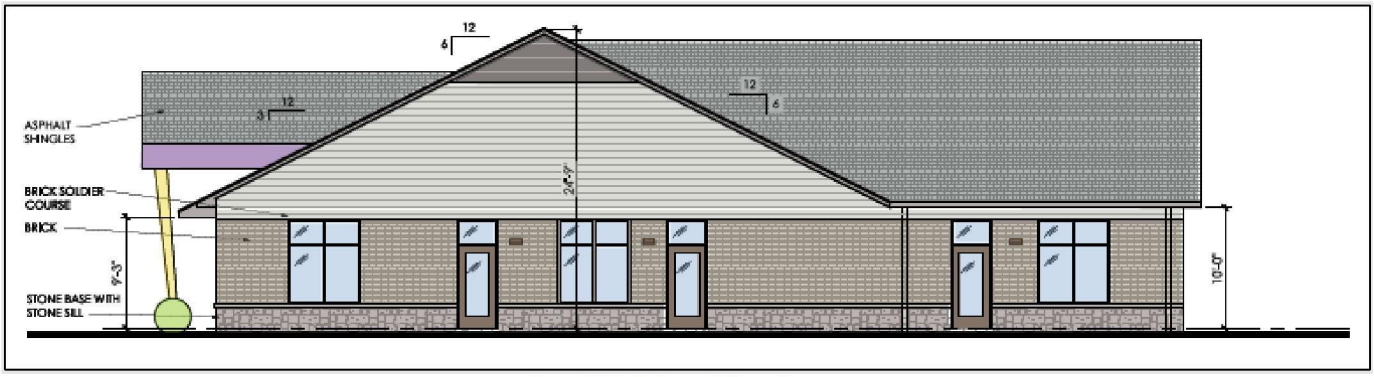
South Building Elevation



North Building Elevation



West Building Elevation

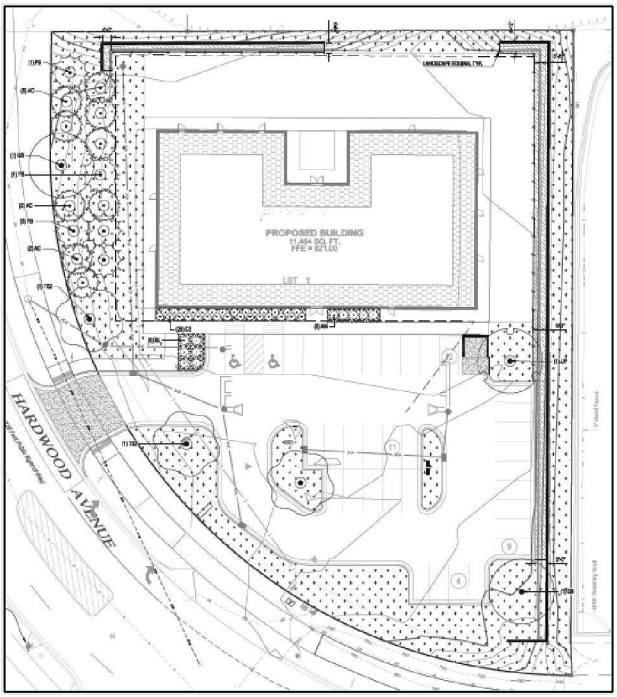


East Building Elevation

Landscaping

The Applicant has submitted a detailed landscape plan. The Zoning Code requires that a minimum number of trees and shrubs be provided based on the gross square footage of the subject property. The minimum landscaping requirements for the property are 17 overstory trees, 15 coniferous trees, and 36 shrubs. The applicant is proposing to plant 6 overstory trees, 15 coniferous trees, and 117 shrubs. Due to the sight triangle requirements for the site access, the area for planting of the minimum number of trees required cannot be met. To offset the reduced number of trees, the Applicant is proposing additional shrubs along the east property line, which significantly exceeds the minimum code requirements.

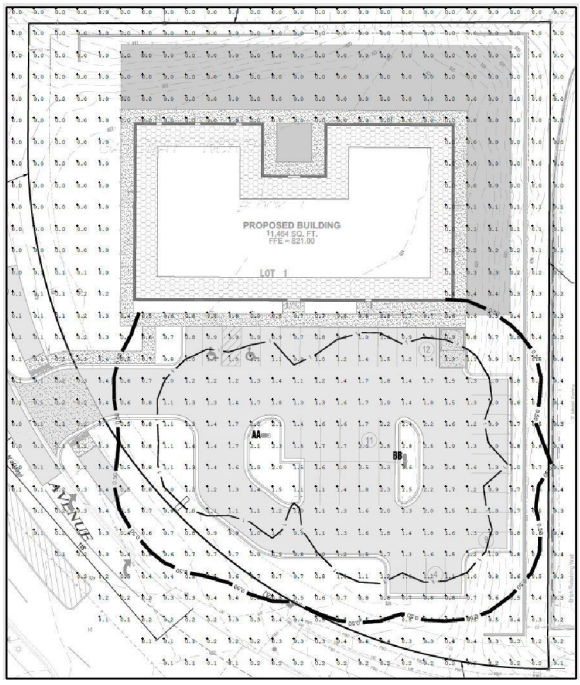
In addition to the planting of trees and shrubs throughout the property, City Code Title 11-3-12 states that the project must have a minimum of 30 percent open space and 8 percent of the parking lot interior must be landscaped islands. The proposed landscape plan indicates 47 percent open space and 8.4 percent of the parking lot consists of interior landscaped islands, which is in conformance with Code requirements.



Landscape Plan

Outdoor Lighting

Outdoor light fixtures will consist of two parking lot light poles that are 30 feet in height, with one light pole consisting of a single head and one light pole consisting of a double head. City Code Title 11-3-10 limits the amount of light that can be emitted from commercial property. This limitation must not exceed 1.0 foot-candle onto adjacent properties. The Applicant has submitted a photometric plan that is consistent with the City Code. In addition, all light fixtures will be downward directed in order to limit any light spillage.



Photometric Plan

Utilities

The subject property is located within the Metropolitan Urban Service Area (MUSA). City sewer and water service stubs are available for connection along Hardwood Avenue. Design for the connection to the stubs and into the property will need to meet the requirements as set forth in the engineering memo dated January 13, 2023.

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. The applicant has proposed an underground private stormwater system that will connect to the city's trunk system within Hardwood Avenue. A private storm water maintenance agreement will be required to be executed for the proposed private system.

Development Fees

The Applicant will be required to pay area charges, including park dedication, and connection fees including stormwater, water, and sanitary sewer prior to the release of a building permit.

Public Hearing Notices

The public hearing notice for the January 23, 2023 Planning Commission meeting was published in the *Saint Paul Pioneer Press* and mailed on January 11, 2023, to 8 property owners that are

within 500 feet of the proposed project. Staff has not received any comments at the time of writing the report.

Recommendation

That the City Council adopt the resolution approving a Site Plan Review, Planned Unit Development, and Conditional Use Permit for a proposed child care facility to be located at 7781 Hardwood Avenue South.

Prepared by
Conner Jakes
Associate Planner

Attachments
Site Civil Plans
Architectural Elevations
Architectural Material Examples
Engineering Review Memo
Traffic Memo
Sight Triangle Exhibits
Development Agreement

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2023-026

A RESOLUTION APPROVING A SITE PLAN REVIEW, PLANNED UNIT DEVELOPMENT, AND CONDITIONAL USE PERMIT FOR A CHILD CARE FACILITY TO BE LOCATED AT 7781 HARDWOOD AVENUE SOUTH

WHEREAS, 814 Services, LLC applied for a Site Plan Review, Planned Unit Development, and a Conditional Use Permit for a child care facility, at the property legally described below:

Lot 1, Block 1, Gateway North 1st Addition, Cottage Grove, Washington County, State of Minnesota.

Commonly known as 7781 Hardwood Avenue South, Cottage Grove, Washington County, State of Minnesota.

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 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 (6-to-0 vote) recommended that the City Council approve the Site Plan Review, Planned Unit Development, and Conditional Use Permit applications for the proposed child care facility development at their January 23, 2023 meeting.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Cottage Grove, Washington County, Minnesota, hereby approves the site plan review, planned unit development, and conditional use permit for a proposed child care facility at the property legally described above, subject to the following conditions:

1. The project shall be completed in accordance with the plans submitted as amended by the conditions of approval. Any significant changes to the plans, as determined by the planning staff, shall require review and approval by the Planning Commission and City Council.

2. The Planned Unit Development and Conditional Use Permit approvals shall expire one (1) year from the date of City Council approval unless a building permit has been requested or a time extension has been granted by the City Council. The City Council may extend the expiration date of such approval upon written application by the person to whom the approval was granted.

3. Prior to the issuance of a building permit, the Developer shall incorporate the recommendations, requirements, and evaluations noted in the Bolton & Menk memorandum dated January 13, 2023, and subject to modifications that are agreed to by the developer and City Engineer. All comments shall be adopted herein by reference.

4. All applicable permits (i.e.; building, electrical, grading, right of way and mechanical) and a commercial plan review packet 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 and Fire Marshal.

5. The Applicant must receive all required building permits from the City of Cottage Grove prior to construction.

6. The final grading plan shall meet the approval of the City Engineer.

7. The Applicant and/or Property Owner must keep all sight triangles clear of obstructions, including any required tree trimming.

8. Installation of landscaping shall occur in a timely fashion and be consistent with an approved plan. A letter of credit in the amount of 150 percent of the landscape estimate shall be submitted to the City as required by City ordinance. The financial guarantee shall be in effect for one year from the date of installation to ensure the installation, survival, and replacement of the landscaping improvements.

9. All light poles shall be a maximum of 30 feet in height, including base, and shall be downward directed, with LED lamps and flush lens unless approved in writing by Planning staff. Attached security lighting shall be shoebox style, downward directed with flush lens. In addition, any entry lighting under canopies shall be recessed and use a flush lens. Shields shall also be added as directed by the City.

10. 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 in Title 9-7-1, Erosion Control During Construction, of the City’s Subdivision Ordinance. The Applicant shall be responsible for the costs for the City to inspect the site in relation to erosion control conformance.

11. The Applicant must provide the City with an as-built survey of all private utilities and grading plan prior to issuance of the certificate of occupancy.

12. Prior to the issuance of a building permit, the Applicant must pay area charges, including park dedication, and connection fees including stormwater, water, and sanitary sewer.

13. All mechanical equipment on top of the building and on the ground shall be screened from public view. The mechanical units shall be screened as required in Title 11-3-9 of the City’s Zoning Ordinance. In the event complaints are received, the Applicant shall work with City staff to resolve the matter.

14. Proposed trash enclosures shall be constructed using the same materials and patterns used on the building.

15. All refuse areas shall be sized and designed appropriately to allow recycling containers.

16. Rubbish, waste, and recycling containers shall be stored within an enclosed structure compliant with City ordinance screening requirements and shall always be maintained so as not cause odors or other public nuisances.

17. The Applicant shall be responsible for maintaining the sidewalks and removing snow and/or ice from sidewalks on the site.

18. Any retaining walls installed on site as part of the development or in the future that are greater than four feet in height shall be designed by an engineer and submitted to the Chief Building Official for review and approval. A fence along the upper elevation of a four-foot or higher retaining must be installed.

19. If any fencing is installed on the site in the future, it shall be approved by planning staff in writing prior to installation.

20. The Applicant is responsible for removing debris from all adjacent public roadways during their grading and construction process. The adjacent streets shall be swept clean daily or as needed.

21. A private stormwater maintenance agreement is required for the proposed on-site system.

22. All areas of the site, where practical, shall be sodded and maintained.

23. Prior to the issuance of a building permit, the Applicant shall provide a material sample of the exterior building materials. The materials shall be approved by planning staff.

24. Prior to the issuance of a building permit, planning staff shall review and approve a final landscaping plan.

25. Prior to the issuance of a building permit, planning staff shall review and approve fencing type and material.

26. Prior to the issuance of a building permit, planning staff shall review and approve any proposed retaining walls.

27. Irrigation shall be provided for all sodded and mulched landscaped areas. The irrigation system shall consist of an underground sprinkling system that is designed by a professional irrigation installer to meet the water requirements of the site's specific vegetation. The system shall be detailed on the final landscape plan.

28. Prior to the issuance of a building permit, the Applicant shall provide a snow removal and storage plan detailing how snowfalls will be accommodated on site.

29. All disturbed boulevards shall be restored with sod. The property owner shall mow to the back of curb line on all adjacent streets.

30. Signage is not approved as part of this application. All signage shall meet the requirements of the sign ordinance and require a separate building permit.

Passed this 15th day of February 2023.

_____
Myron Bailey, Mayor

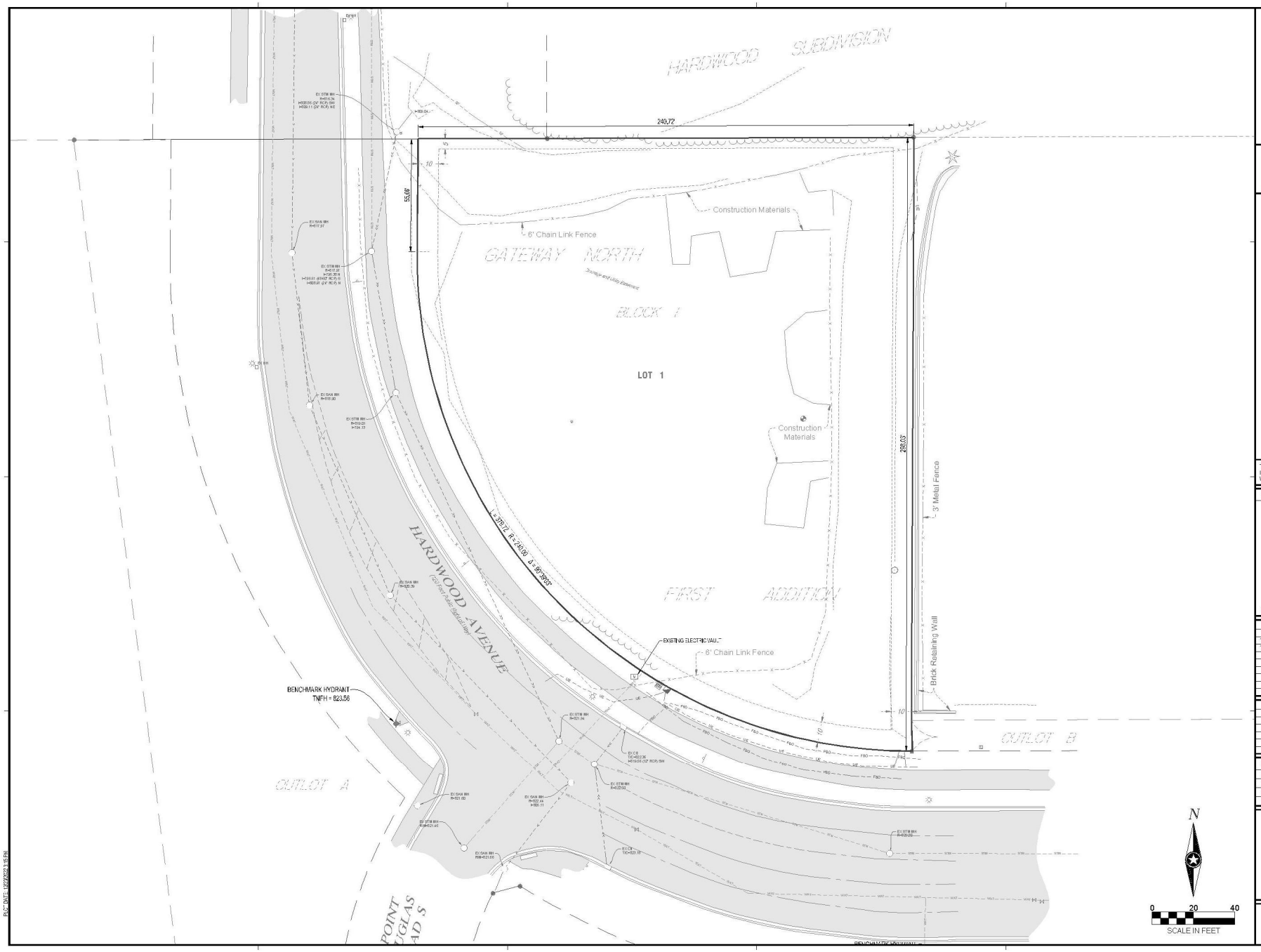
Attest:

_____
Tamara Anderson, City Clerk

UTILITY PROVIDERS

COMPANY	CONTACT INFO
WATER, SANITARY, AND STORM SEWER	CITY OF COTTAGE GROVE 651-458-2800
GAS	AGENCY PHONE #
ELECTRIC	AGENCY PHONE #
TELEPHONE	AGENCY PHONE #


PROJECT LOCATION
Harkness Ave S
70th St S
71st Ave S
Prairie Ct
Tara Ct
Tara Dr
Radisson Rd
Hudson Blvd S
Timber Ridge Trl S
Hudson Grass Ave S
Hudson Ave S
Hudson Cir S
Hudson Ter S
Hudson Valley Trl S
Hudson Valley Dr S
Hudson Valley Ter S
Hudson Valley Cir S
Hudson Valley Trce S
Hudson Valley Pkwy S
Hudson Valley Ln S
Hudson Valley Way S
Hudson Valley Ct S
Hudson Valley Blvd S
Hudson Valley Cv S
Hudson Valley Path S
Hudson Valley Pl S
Hudson Valley Loop S
Hudson Valley Vw S
Hudson Valley Crossing S
Hudson Valley Crossing Trl S
Hudson Valley Crossing Ln S
Hudson Valley Crossing Cir S
Hudson Valley Crossing Ct S
Hudson Valley Crossing Dr S
Hudson Valley Crossing Pl S
Hudson Valley Crossing Ter S
Hudson Valley Crossing Vw S
Hudson Valley Crossing Way S
Hudson Valley Crossing Loop S
Hudson Valley Crossing Path S
Hudson Valley Crossing Pkwy S
Hudson Valley Crossing Cv S
Hudson Valley Crossing Blvd S
Hudson Valley Crossing Trce



PLOT DATE: 12/23/2022 3:15 PM

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PROJECT

EIG14T

02B KIDS

COTTAGE GROVE MINNESOTA

ISSUE SCHEDULE

DATE	DESCRIPTION	BY
11/02/22	CITY SUBMITTAL #1	ARA
12/23/22	CITY SUBMITTAL #1	ARA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO.	22-27647
FILE NAME	27647 C2-EXIST
DRAWN BY	MJE / DBT
DESIGNED BY	MJE / DBT
REVIEWED BY	ARA

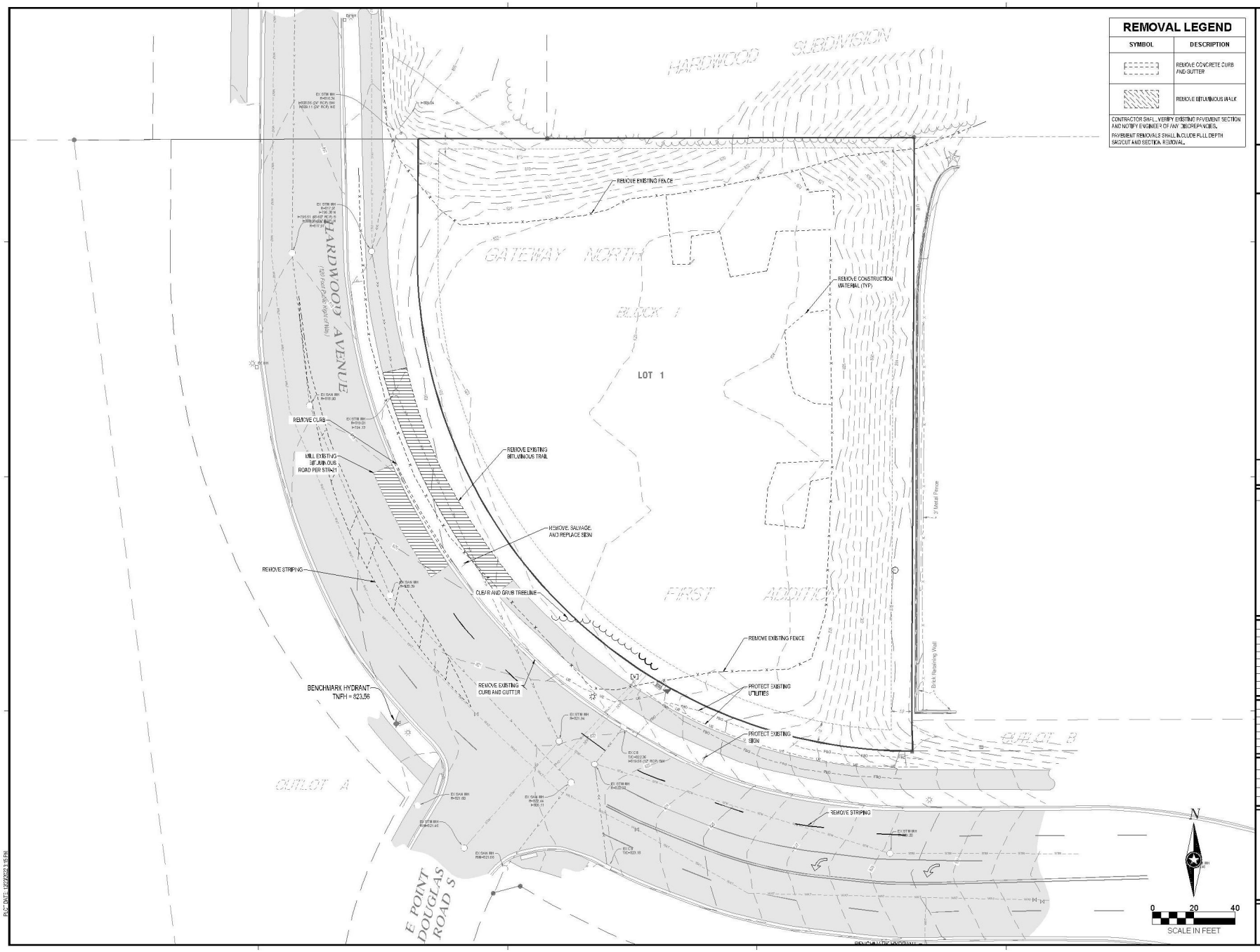
TITLE

EXISTING CONDITIONS

SHEET

C200

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REMOVAL LEGEND

SYMBOL	DESCRIPTION
	REMOVE CONCRETE CURB AND GUTTER
	REMOVE BITUMINOUS WALK

CONTRACTOR SHALL VERIFY EXISTING PAVEMENT SECTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES.

PAVEMENT REMOVALS SHALL INCLUDE FULL DEPTH SAWCUT AND SECTION REMOVAL.

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PROJECT

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O2B KIDS

COTTAGE GROVE MINNESOTA

ISSUE SCHEDULE		
DATE	DESCRIPTION	BY
11/02/22	CITY SUBMITTAL #1	ARA
12/23/22	CITY SUBMITTAL #1	ARA

REVISION SCHEDULE		
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DRAWN BY	MJE / DBT
DESIGNED BY	MJE / DBT
REVIEWED BY	ARA

TITLE

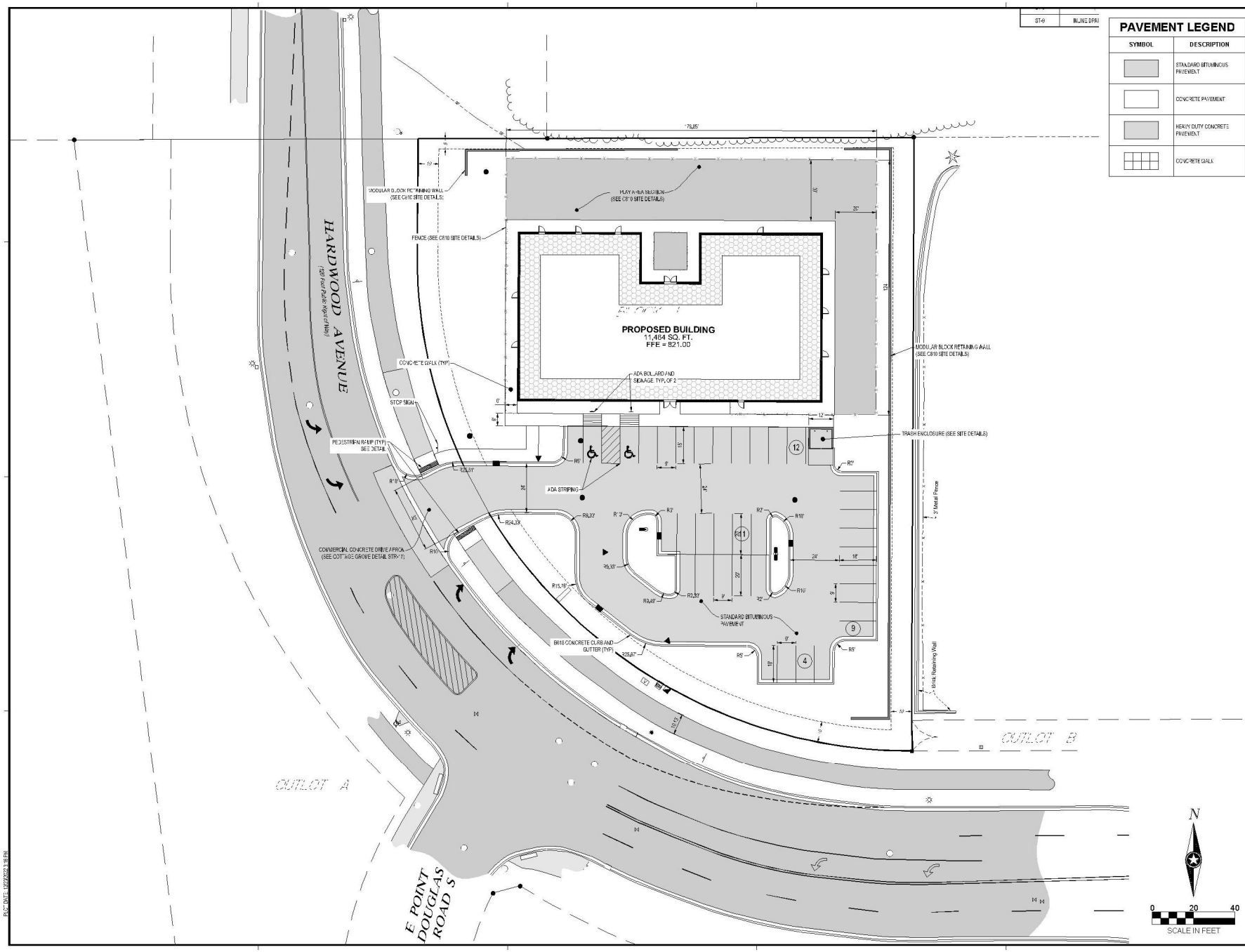
DEMO PLAN

SHEET

C300

PLOT DATE: 12/23/2022 3:15 PM

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O2B KIDS

COTTAGE GROVE MINNESOTA

ISSUE SCHEDULE

DATE	DESCRIPTION	BY
11/02/22	CITY SUBMITTAL #1	ARA
12/23/22	CITY SUBMITTAL #1	ARA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

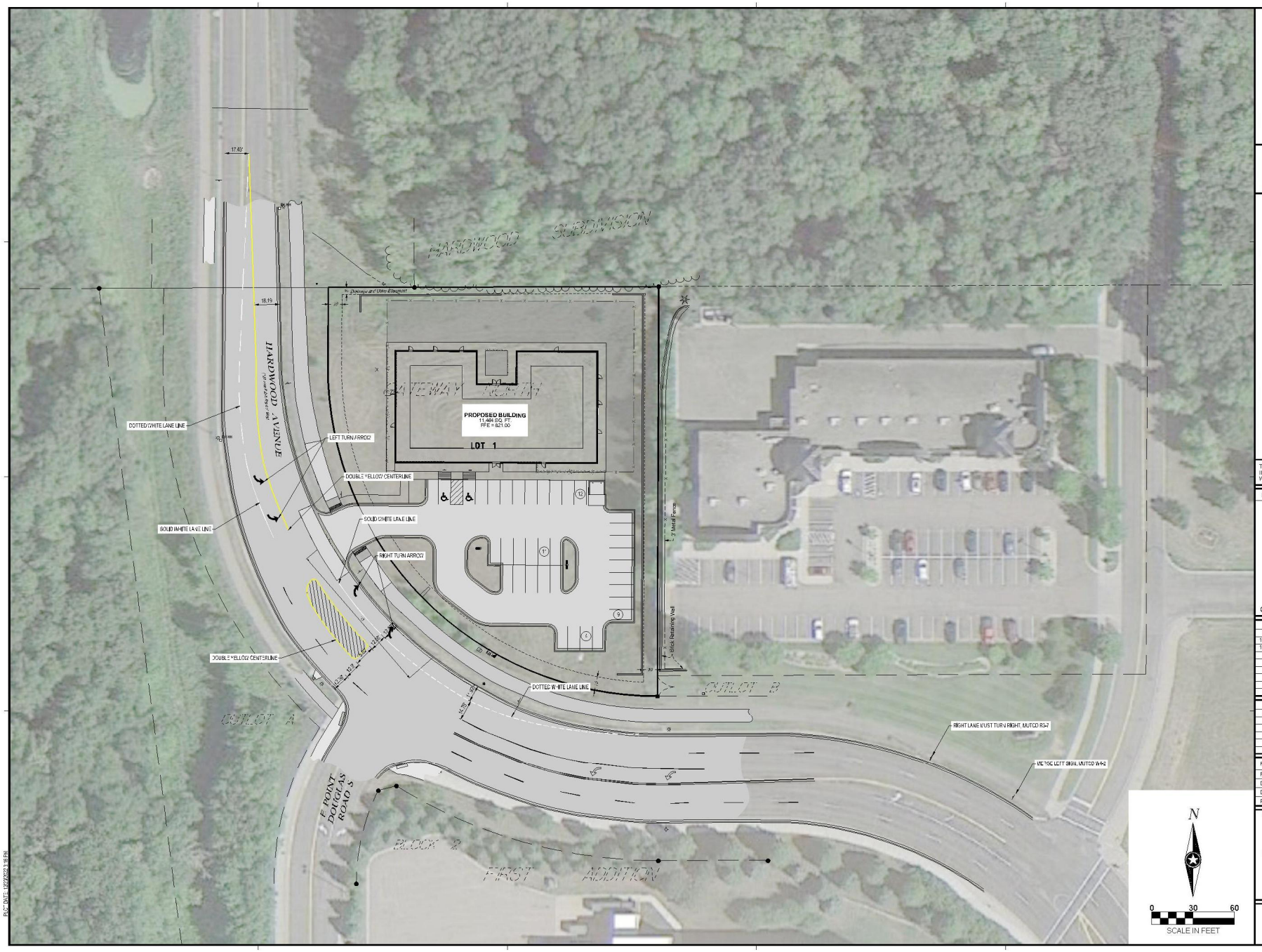
PROJECT NO.	22-27647
FILE NAME	27647 C3-SITE
DRAWN BY	MJE / DBT
DESIGNED BY	MJE / DBT
REVIEWED BY	ARA

TITLE

SITE PLAN

SHEET

C400



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PROJECT

EIG14T

O2B KIDS

COTTAGE GROVE MINNESOTA

ISSUE SCHEDULE		
DATE	DESCRIPTION	BY
11/02/22	CITY SUBMITTAL #1	ARA
12/23/22	CITY SUBMITTAL #1	ARA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

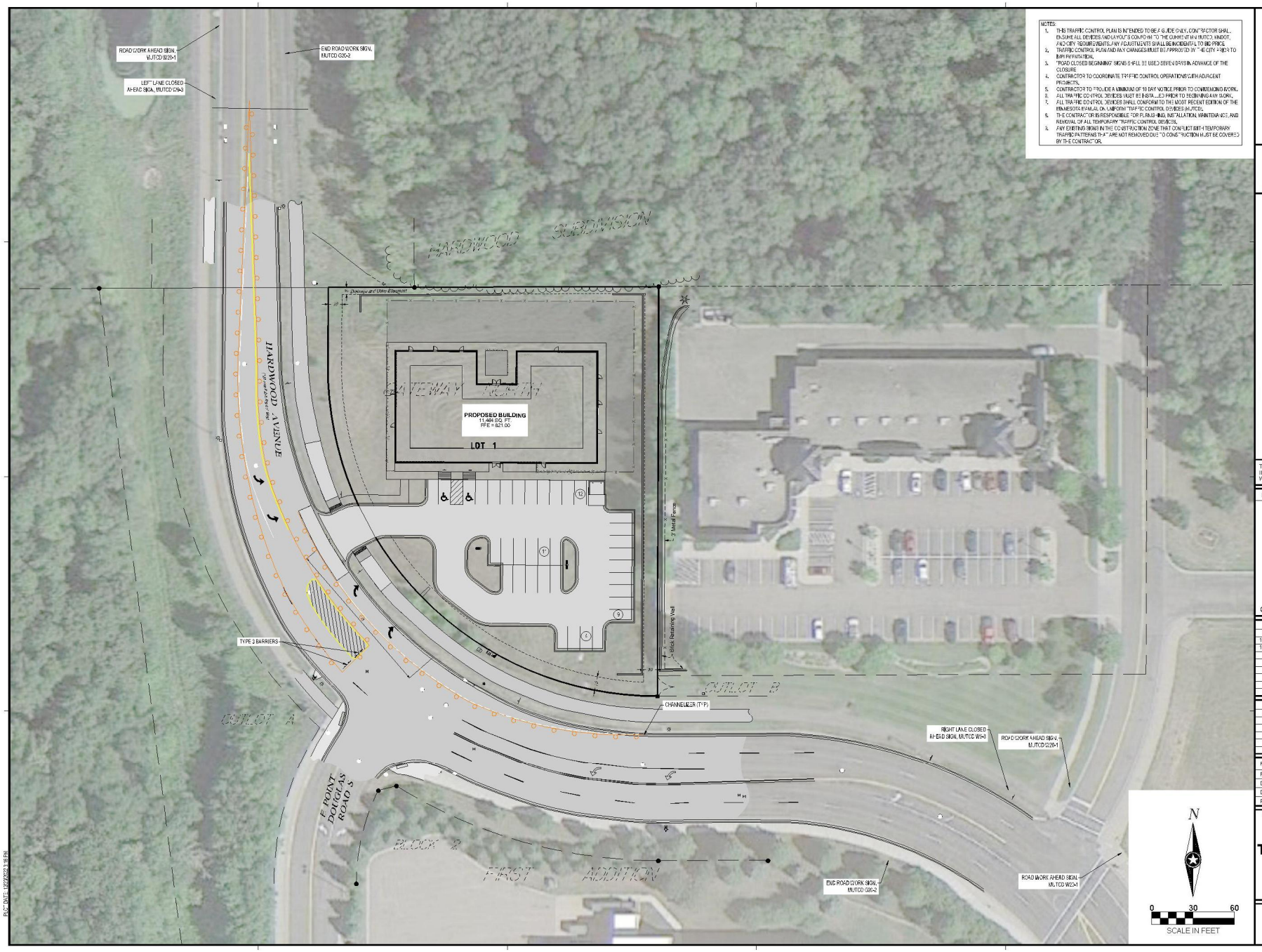
PROJECT NO.	22-27647
FILE NAME	27647 C4-TURN LANE
DRAWN BY	MJE / DST
DESIGNED BY	MJE / DST
REVIEWED BY	ARA

TITLE

TURN LANE PLAN

SHEET

C401



NOTES:

1. THIS TRAFFIC CONTROL PLAN IS INTENDED TO BE A GUIDE ONLY. CONTRACTOR SHALL ENSURE ALL DEVICES AND LAYOUTS CONFORM TO THE CURRENT MN/UTCD, MNDOT, AND CITY REQUIREMENTS. ANY ADJUSTMENTS SHALL BE INCIDENTAL TO BID PRICE.
2. TRAFFIC CONTROL PLAN AND PAY CHANGES MUST BE APPROVED BY THE CITY PRIOR TO IMPLEMENTATION.
3. "ROAD CLOSED BEGINNING" SIGNS SHALL BE USED SEVEN DAYS IN ADVANCE OF THE CLOSURE.
4. CONTRACTOR TO COORDINATE TRAFFIC CONTROL OPERATIONS WITH ADJACENT PROJECTS.
5. CONTRACTOR TO PROVIDE A MINIMUM OF 10 DAY NOTICE PRIOR TO COMMENCING WORK.
6. ALL TRAFFIC CONTROL DEVICES MUST BE INSTALLED PRIOR TO BEGINNING ANY WORK.
7. ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MOST RECENT EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
8. THE CONTRACTOR IS RESPONSIBLE FOR PLANNING, INSTALLATION, MAINTENANCE, AND REMOVAL OF ALL TEMPORARY TRAFFIC CONTROL DEVICES.
9. ANY EXISTING SIGNS IN THE CONSTRUCTION ZONE THAT CONFLICT WITH TEMPORARY TRAFFIC PATTERNS THAT ARE NOT REMOVED DUE TO CONSTRUCTION MUST BE COVERED BY THE CONTRACTOR.

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PROJECT

EIG14T

O2B KIDS

COTTAGE GROVE MINNESOTA

ISSUE SCHEDULE

DATE	DESCRIPTION	BY
11/02/22	CITY SUBMITTAL #1	ARA
12/23/22	CITY SUBMITTAL #1	ARA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO.	22-27647
FILE NAME	27647 C4-TURN LANE
DRAWN BY	MJE / DBT
DESIGNED BY	MJE / DBT
REVIEWED BY	ARA

TITLE

TRAFFIC CONTROL PLAN

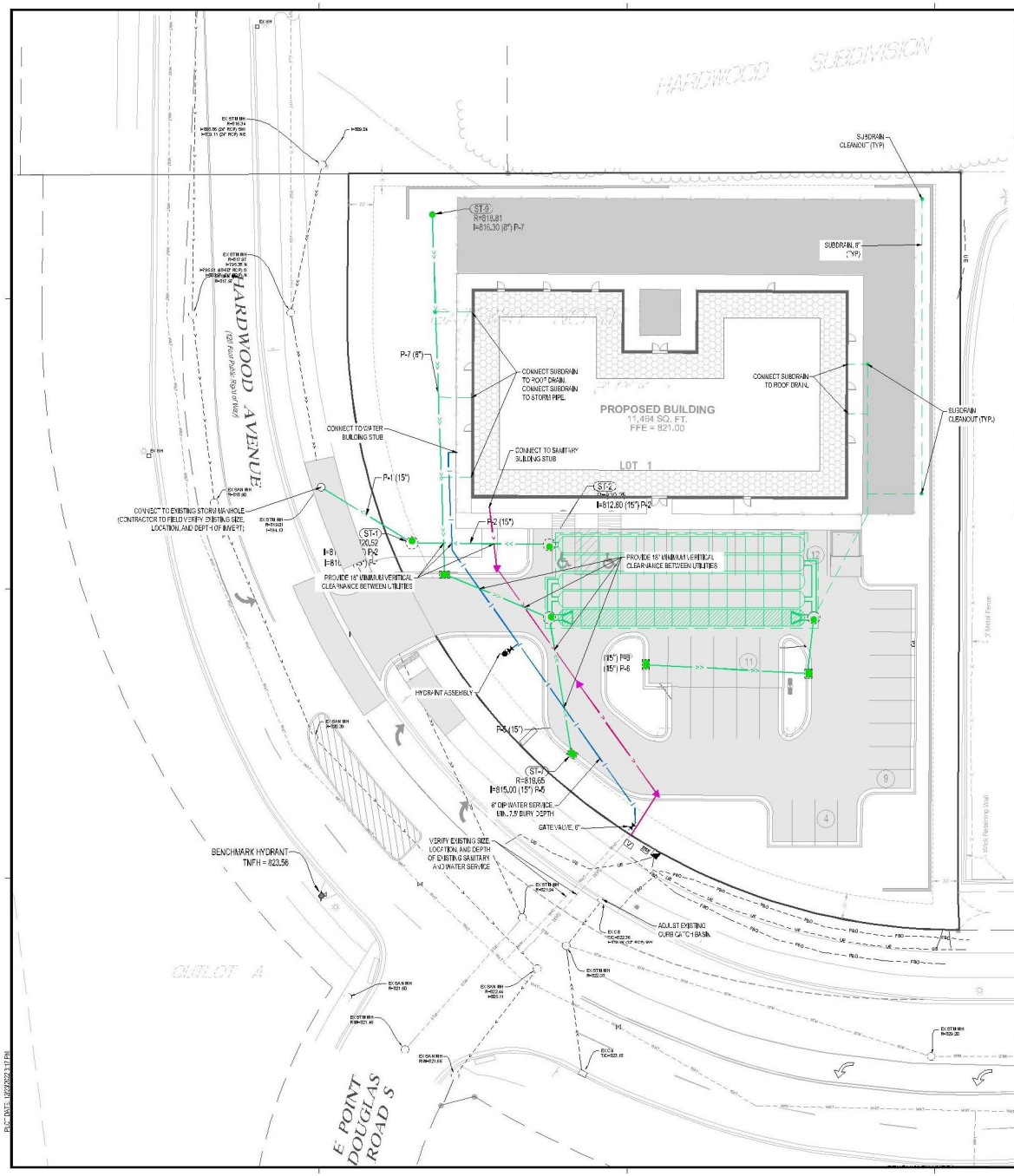
SHEET

C402

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PRELIMINARY NOT FOR CONSTRUCTION

PLOT DATE: 12/23/2022 3:16 PM



SANITARY SEWER PIPE SCHEDULE

PIPE NO.	DRAIN FROM	INLET ELEVATION	DRAIN TO	OUTLET ELEVATION	PIPE SIZE	MATERIAL	PIPE CLASS	PIPE GRADE	PIPE LENGTH (FT)
SP-1	CO-1	815.58	ST-45	815.35	8"	PVC	SDR-35	1.63%	19
SP-2	CB-2	816.19	CO-1	815.95	8"	PVC	SDR-35	1.00%	53
SP-3	CB-3	816.75	CB-2	816.19	8"	PVC	SDR-35	1.00%	58
SP-4	BUILDING STUB	817.00	CB-3	816.75	8"	PVC	SDR-35	1.06%	24

STORM DRAIN PIPE SCHEDULE

PIPE NO.	DRAIN FROM	INLET ELEVATION	DRAIN TO	OUTLET ELEVATION	PIPE SIZE (IN)	MATERIAL	PIPE CLASS	PIPE GRADE	PIPE LENGTH (FT)
P-1	ST-1	819.50		809.50	15	RCP	RCP	3.34%	42
P-2	ST-2	812.63	ST-1	811.00	15	RCP	RCP	3.34%	54
P-3	ST-4	814.09	ST-3	814.70	18	RCP	RCP	0.61%	22
P-4	ST-5	815.67	ST-4	815.00	15	RCP	RCP	1.36%	64
P-5	ST-7	815.00	ST-6	812.30	15	RCP	RCP	4.95%	54
P-6	ST-8	814.53	ST-6	812.80	15	RCP	RCP	3.81%	45
P-7	ST-9	816.33	ST-8	815.50	8	HDPE	HDPE	0.57%	142

STORM DRAIN STRUCTURE SCHEDULE

STRUCTURE NO.	STRUCTURE TYPE	STRUCTURE SIZE (IN)	STRUCTURE MATERIAL	CASTING	PAY HEIGHT (LN FT)	SUMP	* TOP OF CASTING ELEVATION	OUTLET INVERT	OUTLET PIPE
ST-1	MnDOT 4020	48 Ø	RC	SOLID COVER	9,82	0,000	820,32	810,50	P-1
ST-2	MnDOT 4020	48 Ø	RC	SOLID COVER	7,45	0,000	820,25	812,80	P-2
ST-3	MnDOT 4020	48 Ø	RC	SOLID COVER	5,64	0,500	820,34	814,20	
ST-4	CATCH BASIN (TYPE 1)	36 x 24	RC	CURB CATCH BASIN CASTING	5,41	0,500	819,81	814,40	P-3
ST-5	CATCH BASIN (TYPE 1)	36 x 24	RC	CURB CATCH BASIN CASTING	4,33	0,500	819,70	815,37	P-4
ST-6	MnDOT 4020	48 Ø	RC	SOLID COVER	8,35	0,500	820,15	811,80	
ST-7	CATCH BASIN (TYPE 1)	36 x 24	RC	CURB CATCH BASIN CASTING	5,15	0,500	819,65	814,50	P-5
ST-8	CATCH BASIN (TYPE 1)	36 x 24	RC	CURB CATCH BASIN CASTING	5,51	0,500	819,51	814,00	P-6
ST-9	INLINE DRAIN	12 Ø	PVC	BEEHIVE GRATE	2,51	0,000	818,81	816,30	P-7

NOTE: CITY WILL REQUIRE POST-CONSTRUCTION TESTING TO VERIFY THE FILTRATION RATES AND DRAWDOWN PERIODS OF THE FILTRATION BASIN.

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PROJECT

EIG14T

02B KIDS

COTTAGE GROVE MINNESOTA

ISSUE SCHEDULE

DATE	DESCRIPTION	BY
11/02/22	CITY SUBMITTAL #1	ARA
12/23/22	CITY SUBMITTAL #1	ARA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO.	22-27647
FILE NAME	27647 C3-SITE
DRAWN BY	MJE / DBT
DESIGNED BY	MJE / DBT
REVIEWED BY	ARA

TITLE

SITE UTILITY PLAN

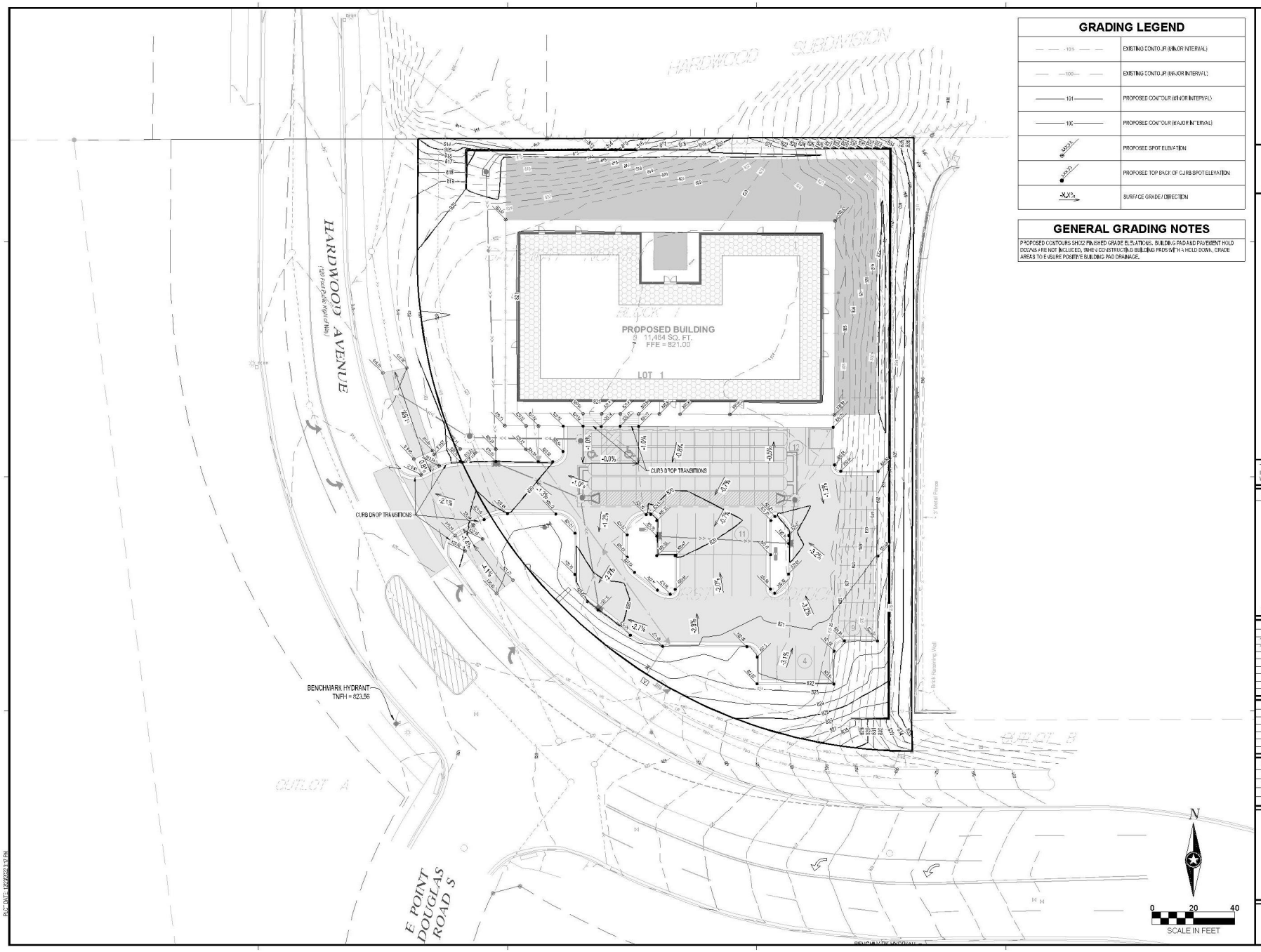
SHEET

C500

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PLOT DATE: 12/23/2022 3:17 PM



GRADING LEGEND

101	EXISTING CONTOUR (MINOR INTERVAL)
100	EXISTING CONTOUR (MAJOR INTERVAL)
101	PROPOSED CONTOUR (MINOR INTERVAL)
100	PROPOSED CONTOUR (MAJOR INTERVAL)
823.23	PROPOSED SPOT ELEVATION
823.23	PROPOSED TOP BACK OF CURB SPOT ELEVATION
-X.X%	SURFACE GRADE / DIRECTION

GENERAL GRADING NOTES

PROPOSED CONTOURS SHOW FINISHED GRADE ELEVATIONS. BUILDING PAD AND PAVEMENT HOLD DOWNS ARE NOT INCLUDED. WHEN CONSTRUCTING BUILDING PADS WITH A HOLD DOWN, GRADE AREAS TO ENSURE POSITIVE BUILDING PAD DRAINAGE.

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PROJECT

EIG14T

02B KIDS

COTTAGE GROVE MINNESOTA

ISSUE SCHEDULE

DATE	DESCRIPTION	BY
11/02/22	CITY SUBMITTAL #1	ARA
12/23/22	CITY SUBMITTAL #1	ARA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO.	22-27647
FILE NAME	27647 C4-GRADE
DRAWN BY	MJE / DBT
DESIGNED BY	MJE / DBT
REVIEWED BY	ARA

TITLE

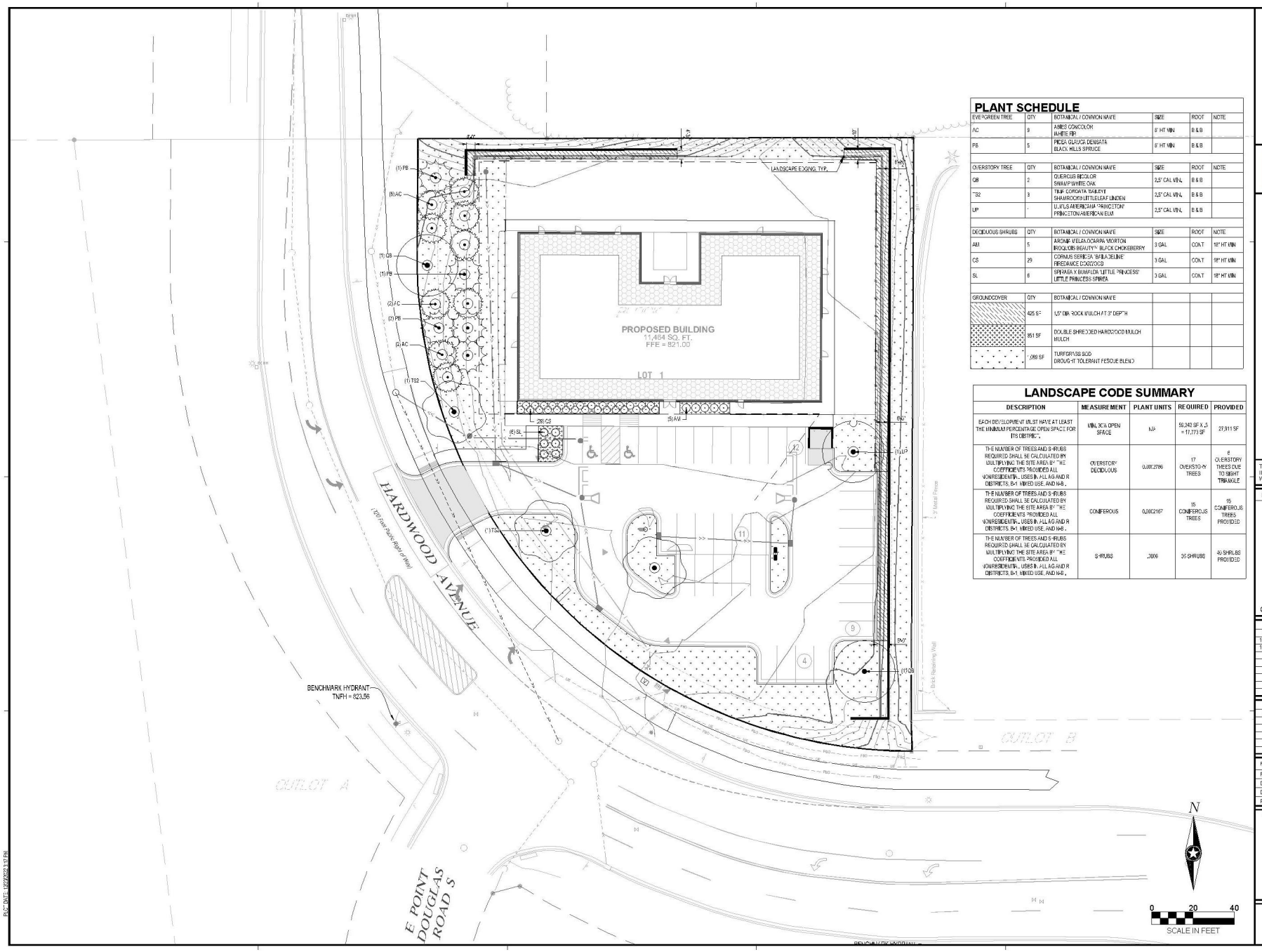
GRADING PLAN

SHEET

C600

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PLOT DATE: 12/23/2022 3:17 PM



PLANT SCHEDULE

EVERGREEN TREE	QTY	BOTANICAL / COMMON NAME	SIZE	ROOT	NOTE
AC	9	ABIES CONCOLOR WHITE FIR	6' HT MIN	B & B	
PB	5	PICEA GLAUCA DENSATA BLACK HILLS SPRUCE	6' HT MIN	B & B	

OVERSTORY TREE	QTY	BOTANICAL / COMMON NAME	SIZE	ROOT	NOTE
QB	2	QUERCUS BICOLOR SWAMP WHITE OAK	2.5" CAL MIN.	B & B	
TS2	3	TILIA CORDATA 'BAILEY' SHARAVOGH LITTLELEAF LINDEN	2.5" CAL MIN.	B & B	
UP		ULMUS AMERICANA 'PRINCETON' PRINCETON AMERICAN ELM	2.5" CAL MIN.	B & B	

DECIDUOUS SHRUBS	QTY	BOTANICAL / COMMON NAME	SIZE	ROOT	NOTE
AM	5	ARONIA MELANOCARPA 'MORTON IROQUOIS BEAUTY'™ BLACK CHOKEBERRY	3 GAL	CONT	18" HT MIN
CS	29	CORNUS SERICEA 'BAILEYONE' FIREDANCE DOGWOOD	3 GAL	CONT	18" HT MIN
SL	6	SPIRAEA X BUMALDA 'LITTLE PRINCESS' LITTLE PRINCESS SPIREA	3 GAL	CONT	18" HT MIN

GROUNDCOVER	QTY	BOTANICAL / COMMON NAME
	425 SF	1.5" DIA. ROCK MULCH AT 3" DEPTH
	351 SF	DOUBLE SHREDDED HARDWOOD MULCH MULCH
	7,289 SF	TURFGRASS SOD DROUGHT TOLERANT FESCUE BLEND

LANDSCAPE CODE SUMMARY

DESCRIPTION	MEASUREMENT	PLANT UNITS	REQUIRED	PROVIDED
EACH DEVELOPMENT MUST HAVE AT LEAST THE MINIMUM PERCENTAGE OPEN SPACE FOR ITS DISTRICT.	MIN. SQ.FT. OPEN SPACE	N/A	59,243 SF X .3 = 17,773 SF	27,911 SF
THE NUMBER OF TREES AND SHRUBS REQUIRED SHALL BE CALCULATED BY MULTIPLYING THE SITE AREA BY THE COEFFICIENTS PROVIDED ALL NONRESIDENTIAL USES IN ALL AG AND R DISTRICTS, B-1 MIXED USE, AND MB.	OVERSTORY DECIDUOUS	0.00C2786	17 OVERSTORY TREES	6 OVERSTORY TREES DUE TO SIGHT TRIANGLE
THE NUMBER OF TREES AND SHRUBS REQUIRED SHALL BE CALCULATED BY MULTIPLYING THE SITE AREA BY THE COEFFICIENTS PROVIDED ALL NONRESIDENTIAL USES IN ALL AG AND R DISTRICTS, B-1 MIXED USE, AND MB.	CONIFEROUS	0.00C2167	15 CONIFEROUS TREES	15 CONIFEROUS TREES PROVIDED
THE NUMBER OF TREES AND SHRUBS REQUIRED SHALL BE CALCULATED BY MULTIPLYING THE SITE AREA BY THE COEFFICIENTS PROVIDED ALL NONRESIDENTIAL USES IN ALL AG AND R DISTRICTS, B-1 MIXED USE, AND MB.	SHRUBS	.0006	35 SHRUBS	40 SHRUBS PROVIDED

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PROJECT

EIG14T

02B KIDS

COTTAGE GROVE MINNESOTA

ISSUE SCHEDULE

DATE	DESCRIPTION	BY
11/02/22	CITY SUBMITTAL #1	ARA
12/23/22	CITY SUBMITTAL #1	ARA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO.	22-27647
FILE NAME	27647 C5-LAND
DRAWN BY	MJE / DBT
DESIGNED BY	MJE / DBT
REVIEWED BY	ARA

TITLE

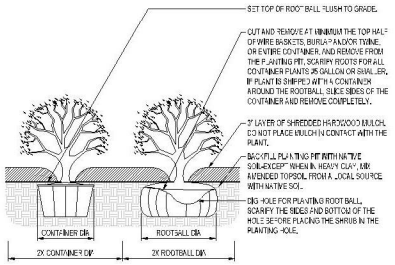
PLANTING PLAN

SHEET

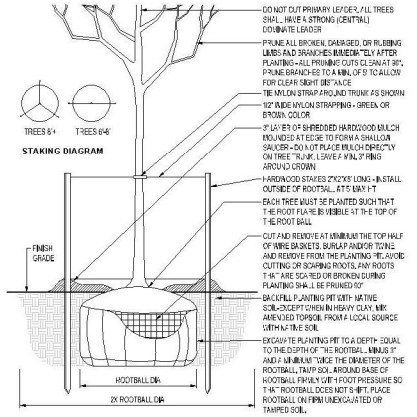
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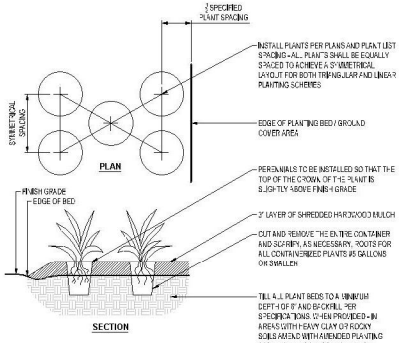
SHRUB PLANTING
NTS



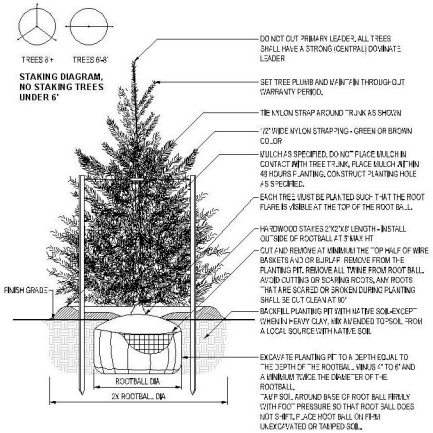
DECIDUOUS TREE PLANTING
NTS

PLANTING NOTES

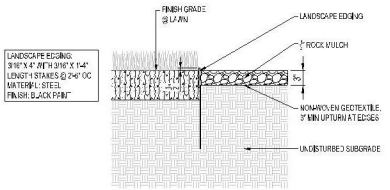
1. COORDINATE LOCATION OF ALL UTILITIES (LINES, DUCTS, CONDUITS, SLEEVES, FOOTINGS, ETC.) WITH LOCATIONS OF PROPOSED LANDSCAPE ELEMENTS (FENCE, FOOTINGS, TREE ROOTBALLS, ETC.). CONTRACTOR SHALL REPORT ANY DISCREPANCIES TO OWNER'S REPRESENTATIVE PRIOR TO CONTINUING WORK.
2. SAVE AND PROTECT ALL EXISTING TREES NOT NOTED TO BE REMOVED.
3. REMOVE ALL CONSTRUCTION DEBRIS AND MATERIALS INJURIOUS TO PLANT GROWTH FROM PLANTING PITS AND BEDS PRIOR TO BACKFILLING WITH PLANTING MIX.
4. REFER TO SPECIFICATIONS FOR TOPSOIL REQUIREMENTS.
5. REFER TO PLANTING AND SITE DETAILS FOR AMENDED SOIL DEPTH IN PLANTING BEDS AND SURROUNDING TREES. REFER TO SPECIFICATIONS FOR MIX TYPE.
6. FIELD STAKE PLANTINGS ACCORDING TO PLAN. OWNER'S REPRESENTATIVE SHALL APPROVE ALL PLANT LOCATIONS PRIOR TO INSTALLATION. OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO REVISE PLANTING LAYOUT AT TIME OF INSTALLATION.
7. ALL PLANT MATERIALS SHALL BE TRUE TO THEIR SCIENTIFIC NAME AND SIZE AS INDICATED IN THE PLANT SCHEDULE.
8. IF DISCREPANCIES EXIST BETWEEN THE NUMBER OF PLANTS DRAWN ON THE PLANTING PLAN AND THE NUMBER OF PLANTS IN THE SCHEDULE, THE PLANTING PLAN SHALL GOVERN.
9. ANY PROPOSED SUBSTITUTIONS OF PLANT SPECIES SHALL BE MADE WITH PLANTS OF EQUIVALENT OVERALL FORM, HEIGHT, BRANCHING HABIT, FLOWER, LEAF, COLOR, FRUIT AND CULTURE, AND ONLY AFTER WRITTEN APPROVAL OF THE OWNER'S REPRESENTATIVE.
10. ALL PLANT MATERIALS MUST CONFORM TO AMERICAN STANDARDS FOR NURSERY STOCK (ANSI Z60.1), LATEST EDITION PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN, WASHINGTON D.C. LARGER SIZED PLANT MATERIALS OF THE SPECIES LISTED MAY BE USED IF THE STOCK CONFORMS TO ANSI Z60.1.
11. ALL PLANT MATERIAL SHALL BE GUARANTEED BY THE CONTRACTOR TO BE IN A LIVE AND HEALTHY GROWING CONDITION FOR ONE FULL GROWING SEASON (ONE YEAR) AFTER FINAL PROJECT ACCEPTANCE OR SHALL BE REPLACED BY THE CONTRACTOR FREE OF CHARGE WITH LIKE SAME SIZE AND SPECIES.
12. ALL TREES SHALL HAVE A STRONG CENTRAL LEADER. ANY TREES DEEMED NOT TO HAVE A STRONG CENTRAL LEADER SHALL BE REJECTED.
13. CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGE DUE TO CONSTRUCTION OPERATIONS. ANY AREAS THAT ARE DISTURBED SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT NO ADDITIONAL COST TO THE OWNER.
14. PROVIDE SHREDDED HARDWOOD MULCH SURROUNDING ALL PROPOSED TREES (6' Ø) AND WITHIN PLANTING BEDS TO A 3" MINIMUM DEPTH AS SHOWN IN TREE PLANTING DETAIL. DO NOT USE AN UNDERLAYMENT SUCH AS PLASTIC SHEET OR LANDSCAPE FABRIC. APPLY PRE-EMERGENT TO ALL PLANTING BEDS PRIOR TO MULCHING. REFER TO PLANS FOR ADDITIONAL DETAILS. REFER TO STORMWATER DETAILS FOR BASIN CONSTRUCTION AND MULCH APPLICATION.
15. MULCHING MATERIAL SHALL BE SHREDDED HARDWOOD MULCH, WITH NO INDIVIDUAL PIECES LARGER THAN 3", FREE OF GROWTH OR GERMINATION INHIBITING INGREDIENTS, 3" MINIMUM DEPTH. MINIMUM DEPTHS AT LOCATIONS INDICATED ON DRAWINGS.
16. INDICATED QUANTITIES ARE ESTIMATES AND SHALL BE CONFIRMED BY THE CONTRACTOR.
17. ADJUST SPACING OF PLANT MATERIALS AROUND ADJACENT UTILITY STRUCTURES



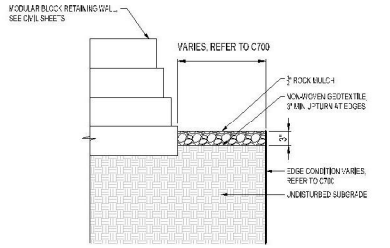
PERENNIAL PLANTING
NTS



EVERGREEN TREE PLANTING
NTS



LANDSCAPE EDGING
NTS



ROCK MULCH
NTS

0 20 40
SCALE IN FEET

PLOT DATE: 12/23/2022 3:18 PM

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PROJECT

EIG14T

02B KIDS

COTTAGE GROVE MINNESOTA

ISSUE SCHEDULE		
DATE	DESCRIPTION	BY
11/02/22	CITY SUBMITTAL #1	ARA
12/23/22	CITY SUBMITTAL #1	ARA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

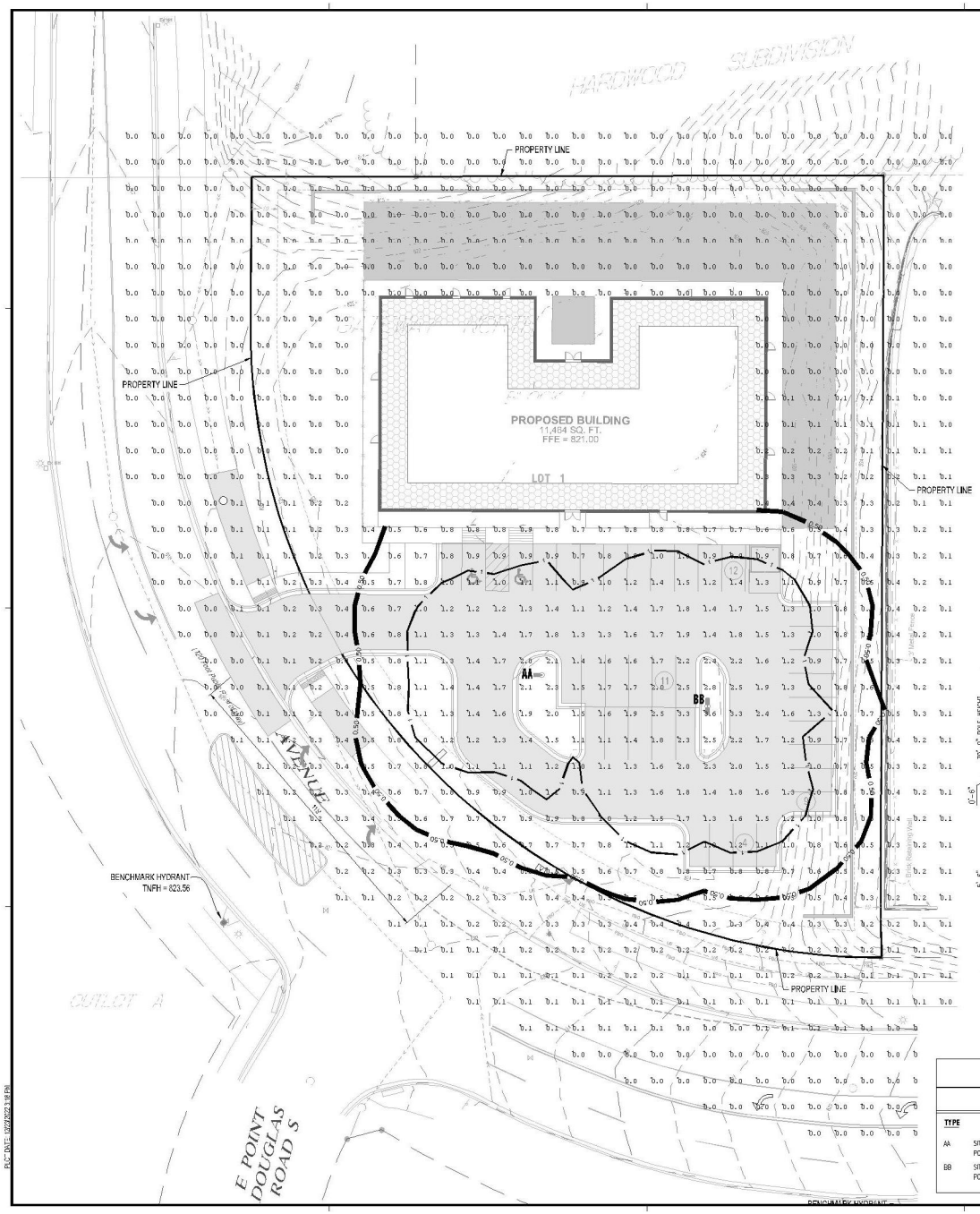
PROJECT NO.	22-27647
FILE NAME	27647 C5-LAND
DRAWN BY	MJE / DBT
DESIGNED BY	MJE / DBT
REVIEWED BY	ARA

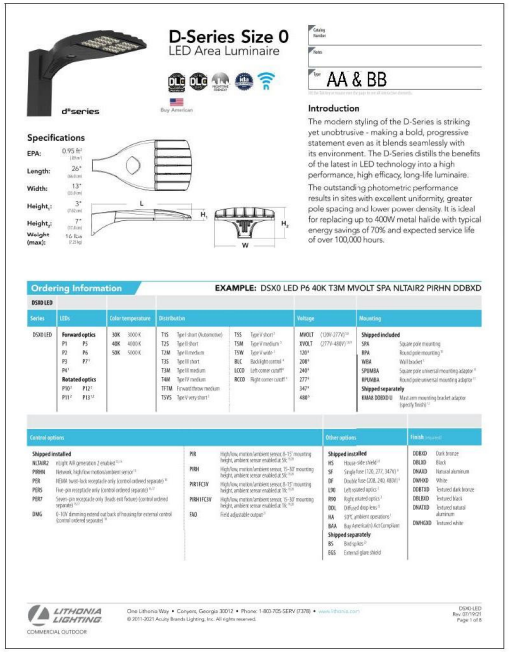
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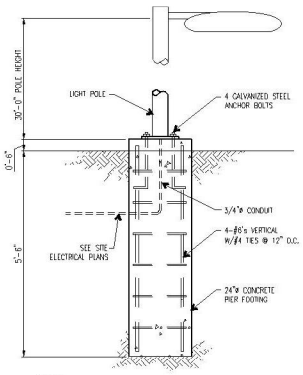
PLANTING DETAILS

SHEET

C710



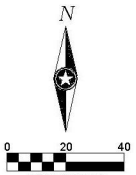




1 LIGHT POLE BASE DETAIL
N.T.S.



"AA" & "BB" LIGHT STYLE



FOOTCANDLE LEGEND

0.5 FOOTCANDLE LINE	0.50
1.0 FOOTCANDLE LINE	1

Provide light fixtures as shown on Fixture Schedule. Substitutions shall have prior approval by the Project Engineer before bid date. Being listed as an acceptable Manufacturer in no way relieves the Contractors obligation to provide all equipment and features in accordance with these specifications.

LIGHT FIXTURE SCHEDULE

TYPE	STYLE	MANUFACTURER/MODEL NUMBER	LAMPS	REMARKS
AA	SITE POLE SINGLE HEAD @ 90 POLE	LITHONIA LIGHTING /DSX0-LED-P6-30K-T3TM-MVOLT-RPA-DDLXD LITHONIA LIGHTING /RTA-24-6-RE-DM19AS-VG-DDLXD	134W LED	MOUNT 30'-0" ABOVE FINISHED GRADE. F&I WITH APPLICABLE FUSE OPTION 30'-0" POLE. F&I VG VIBRATION DAMPER & FBC BASE COVER.
BB	SITE POLE DOUBLE HEAD @ 180 POLE	LITHONIA LIGHTING /DSX0-LED-P6-30K-T3TM-MVOLT-RPA-DDLXD LITHONIA LIGHTING /RTA-24-6-RE-DM28AS-VG-DDLXD	(2)134W LED	MOUNT 30'-0" ABOVE FINISHED GRADE. F&I WITH APPLICABLE FUSE OPTION. 30'-0" POLE. F&I VG VIBRATION DAMPER & FBC BASE COVER.

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PROJECT

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02B KIDS

COTTAGE GROVE MINNESOTA

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DATE	DESCRIPTION	BY
11/02/22	CITY SUBMITTAL #1	ARA
12/23/22	CITY SUBMITTAL #1	ARA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO.	22-27647
FILE NAME	27647 C8-LIGHTING
DRAWN BY	MJE / DBT
DESIGNED BY	MJE / DBT
REVIEWED BY	ARA

TITLE

PHOTOMETRIC PLAN

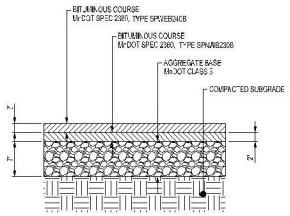
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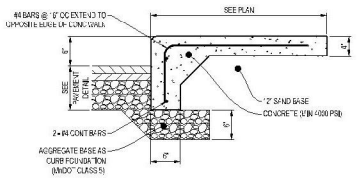
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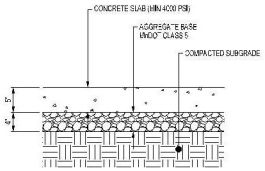
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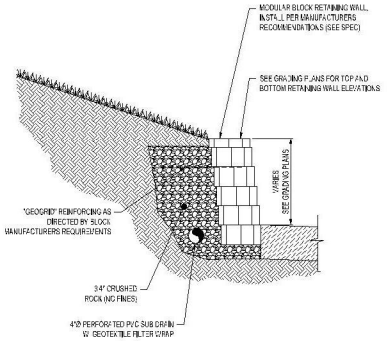
STANDARD
BITUMINOUS PAVEMENT
NTS



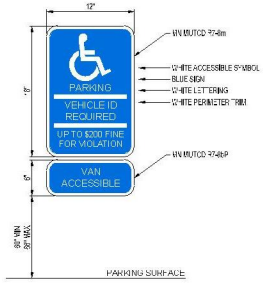
TURN DOWN
CONCRETE SIDEWALK
NTS



CONCRETE SIDEWALK
NTS

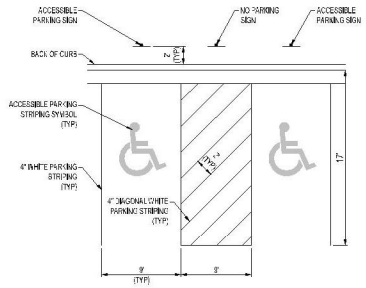


MODULAR BLOCK
RETAINING WALL SECTION
NTS

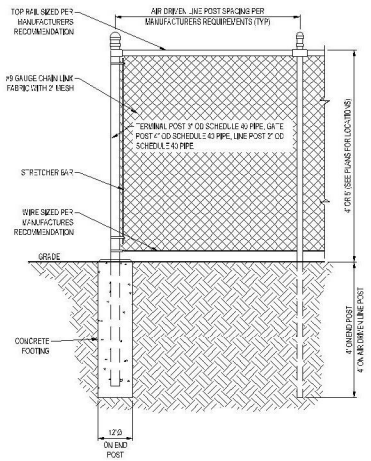


NOTES:
ACCESSIBLE PARKING STALL SIGN TO BE MOUNTED AT THE HEIGHT SHOWN. SIGN SHALL COMPLY WITH MINNESOTA STATUTES, SECTION 169.346, SUBDIVISION 2, PARAGRAPH (a). SIGN TO BE CENTERED ON PARKING STALL.

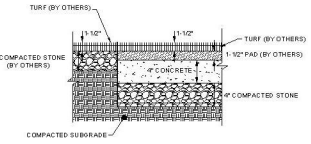
ACCESSIBLE PARKING SIGN
NTS



ACCESSIBLE PARKING AREA
NTS



4' OR 5' CHAIN LINK FENCE
NTS



NOTES:
1. CONTRACTOR TO INSTALL CONCRETE SLAB AND STONE IN LOCATIONS SHOWN ON THE PLAN.
2. ALL TURF AND PAD IS BY OTHERS.
3. THE COMPACTED STONE BELOW THE TURF AREA IS BY OTHERS. CONTRACTOR TO PREPARE SUBGRADE TO BOTTOM OF STONE ELEVATION.

PLAY AREA SECTION
(N.T.S.)

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PROJECT

EIG14T

02B KIDS

COTTAGE GROVE MINNESOTA

ISSUE SCHEDULE		
DATE	DESCRIPTION	BY
11/02/22	CITY SUBMITTAL #1	ARA
12/23/22	CITY SUBMITTAL #1	ARA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

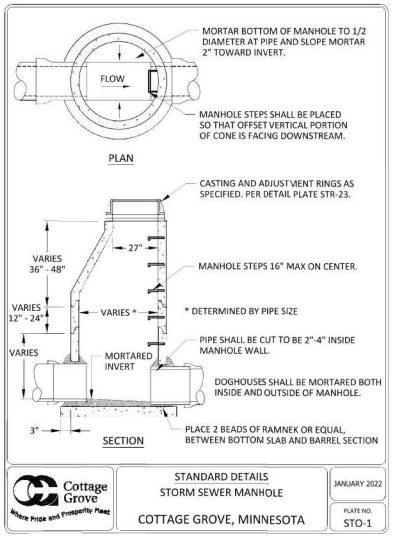
PROJECT NO.	22-27647
FILE NAME	27647 C0-DETAILS
DRAWN BY	MJE / DBT
DESIGNED BY	MJE / DBT
REVIEWED BY	ARA

TITLE

SITE DETAILS

SHEET

C810



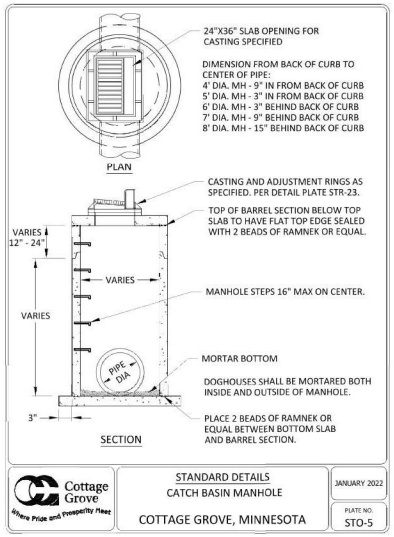
Cottage Grove — Where Pride and Prosperity Meet

STANDARD DETAILS
STORM SEWER MANHOLE
COTTAGE GROVE, MINNESOTA

JANUARY 2022

PLATE NO. STO-1

48_STO1.DWG



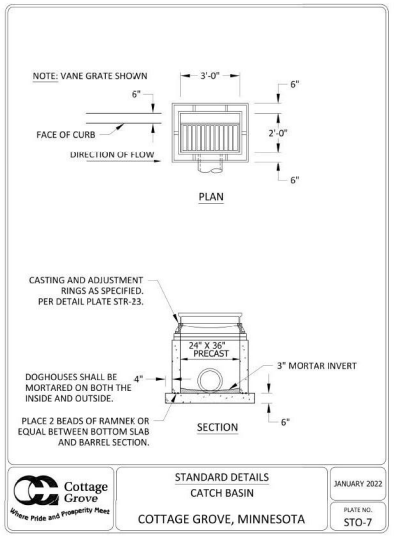
Cottage Grove — Where Pride and Prosperity Meet

STANDARD DETAILS
CATCH BASIN MANHOLE
COTTAGE GROVE, MINNESOTA

JANUARY 2022

PLATE NO. STO-5

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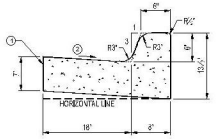
Cottage Grove — Where Pride and Prosperity Meet

STANDARD DETAILS
CATCH BASIN
COTTAGE GROVE, MINNESOTA

JANUARY 2022

PLATE NO. STO-7

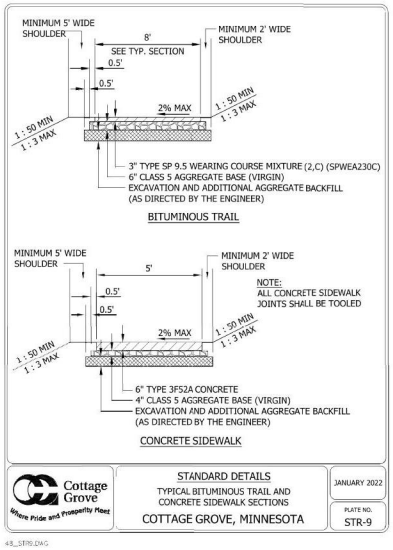
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NOTES:

1. LONGITUDINAL JOINT WHEN ADJACENT TO RIGID PAVEMENT OR BASE.
2. SLOPE 3/8"/FT NORMAL, UNLESS OTHERWISE SPECIFIED. IF A DIFFERENT GUTTER SLOPE IS PERMITTED, THE TRANSITION SHALL BE TAPERED.
3. CURB AND GUTTER FOUNDATION SHALL CONSIST OF MINIMUM 6" THICK MNDOT CLASS 5 AGGREGATE BASE, EXTENDED A MINIMUM OF 12" BEHIND THE BACK OF CURB.

B618
CONCRETE CURB & GUTTER
NTS



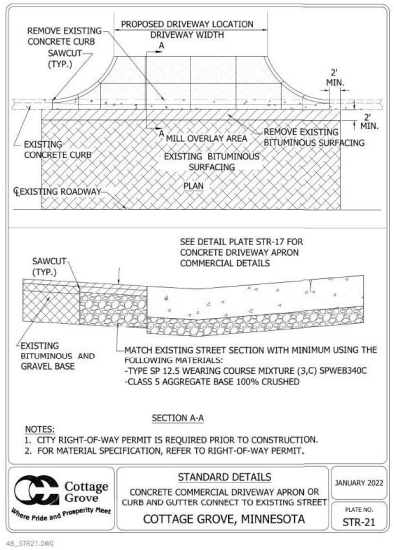
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STANDARD DETAILS
TYPICAL BITUMINOUS TRAIL AND CONCRETE SIDEWALK SECTIONS
COTTAGE GROVE, MINNESOTA

JANUARY 2022

PLATE NO. STR-9

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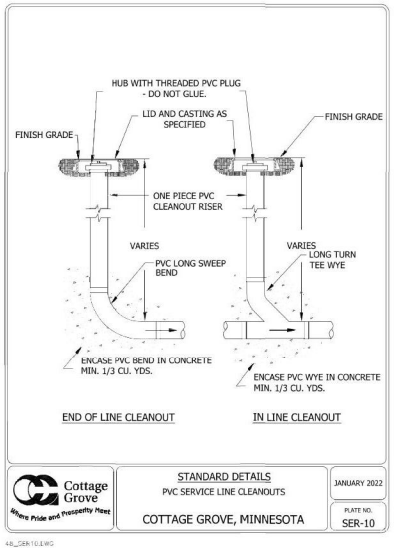
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STANDARD DETAILS
CONCRETE COMMERCIAL DRIVEWAY APRON OR CURB AND GUTTER CONNECT TO EXISTING STREET
COTTAGE GROVE, MINNESOTA

JANUARY 2022

PLATE NO. STR-21

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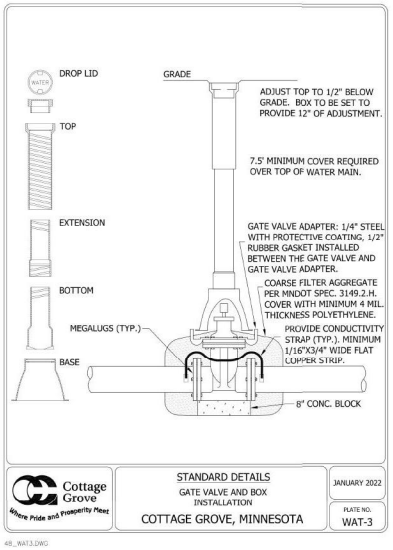
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STANDARD DETAILS
PVC SERVICE LINE CLEANOUTS
COTTAGE GROVE, MINNESOTA

JANUARY 2022

PLATE NO. SER-10

48_CER10.DWG



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STANDARD DETAILS
GATE VALVE AND BOX INSTALLATION
COTTAGE GROVE, MINNESOTA

JANUARY 2022

PLATE NO. WAT-3

48_WAT3.DWG

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PROJECT

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02B KIDS

COTTAGE GROVE MINNESOTA

ISSUE SCHEDULE

DATE	DESCRIPTION	BY
11/02/22	CITY SUBMITTAL #1	ARA
12/23/22	CITY SUBMITTAL #1	ARA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

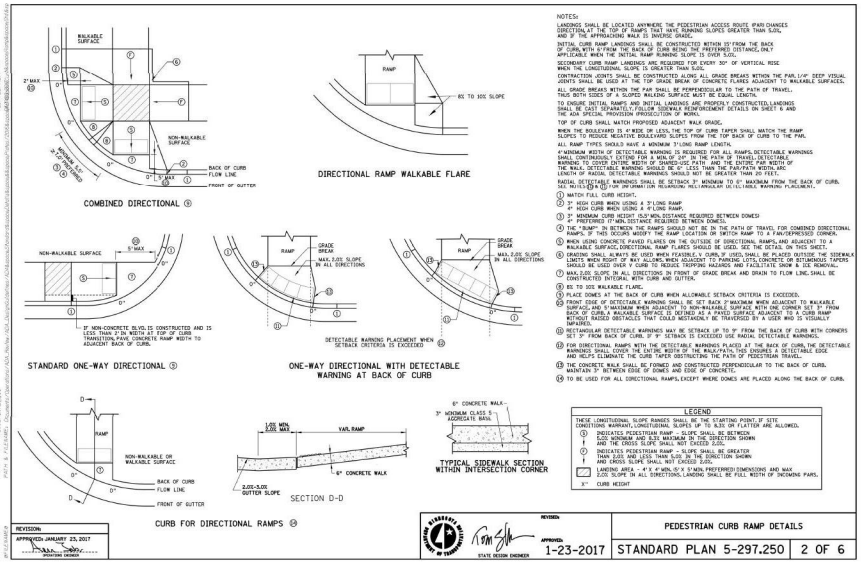
PROJECT NO.	22-27647
FILE NAME	27647 C0-DETAILS
DRAWN BY	MJE / DBT
DESIGNED BY	MJE / DBT
REVIEWED BY	ARA

TITLE

SITE DETAILS

SHEET

C811



REVISION:
APPROVED: JANUARY 25, 2017
TRAFFIC ENGINEER

REVISION
APPROVED:
STATE DESIGN ENGINEER
1-23-2017

PEDESTRIAN CURB RAMP DETAILS

STANDARD PLAN 5-297.250 | 2 OF 6

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PROJECT

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02B KIDS

COTTAGE GROVE MINNESOTA

ISSUE SCHEDULE		
DATE	DESCRIPTION	BY
11/02/22	CITY SUBMITTAL #1	ARA
12/23/22	CITY SUBMITTAL #1	ARA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	22-27647
FILE NAME	27647 C8-DETAILS
DRAWN BY	MJE / DBT
DESIGNED BY	MJE / DBT
REVIEWED BY	ARA

TITLE

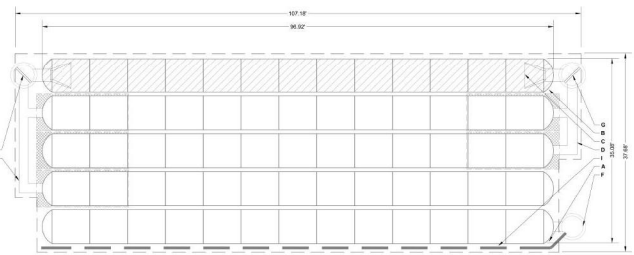
SITE DETAILS

SHEET

C812

PLOT DATE: 12/23/2022 3:18 PM

PROPOSED LAYOUT		PROPOSED ELEVATIONS		*INVERT ABOVE BASE OF CHAMBER:				
65	STORMTECH MC-3500 CHAMBERS	MAXIMUM ALLOWABLE GRADE (UNPAVED WITH TRAFFIC)	828.00	PART TYPE	ITEM ON LAYOUT	DESCRIPTION	INVERT*	MAX FLOW
10	STORMTECH MC-3500 END CAPS	MINIMUM ALLOWABLE GRADE (UNPAVED WITH TRAFFIC)	822.00	PREFABRICATED END CAP	A	18" BOTTOM CORED END CAP, PART#: MC3500IEPP18BC / TYP OF ALL 18" BOTTOM CONNECTIONS	1.77'	
12	STONE ABOVE (in)	MAXIMUM ALLOWABLE GRADE (UNPAVED END TRAFFIC)	821.50					
9	STONE BELOW (in)	MINIMUM ALLOWABLE GRADE (UNPAVED END TRAFFIC)	821.00	PREFABRICATED END CAP	B	24" BOTTOM CORED END CAP, PART#: MC3500IEPP24BC / TYP OF ALL 24" BOTTOM CONNECTIONS AND ISOLATOR PLUS ROWS	2.06'	
40	STONE VOID	MINIMUM ALLOWABLE GRADE (BASE OF FLEXIBLE PAVEMENT)	821.00					
13310	INSTALLED SYSTEM VOLUME (CF) (PERIMETER STONE INCLUDED)	TOP OF STONE:	821.00	CLAMP	C	INSTALL FLAMP ON 24" ACCESS PIPE (PART#: MC350024IRAMP (TYP 2 PLACES)		
		TOP OF MC-3500 CHAMBER:	820.02	MANIFOLD	D	18" x 18" BOTTOM MANIFOLD, ADS N-12	1.77'	
	(COVER STONE INCLUDED)	24" ISOLATOR ROW PLUS INVERT:	816.27	MANIFOLD	E	18" x 18" BOTTOM MANIFOLD, ADS N-12	1.77'	
	BASE STONE INCLUDED)	24" ISOLATOR ROW PLUS INVERT:	816.27	MANIFOLD	F	DCS (DESIGN BY ENGINEER / PROVIDED BY OTHERS)		
3926	SYSTEM AREA (SF)	18" x 18" BOTTOM MANIFOLD INVERT:	816.27	CONCRETE STRUCTURE	G	(DESIGN BY ENGINEER / PROVIDED BY OTHERS)		4.0 CFS OUT
2867	SYSTEM PERIMETER (ft)	18" x 18" BOTTOM MANIFOLD INVERT:	816.40	CONCRETE STRUCTURE	H	(DESIGN BY ENGINEER / PROVIDED BY OTHERS)		11.0 CFS IN
		BOTTOM OF FOUNDATION STONE:	816.00	MANIFOLD				
		BOTTOM OF CHAMBER:	816.00	CONCRETE STRUCTURE				11.0 CFS IN
		UNDERDRAIN INVERT:	815.40	MANIFOLD				
		BOTTOM OF STONE:	816.00	UNDERDRAIN	I	6" ADS N-12 DUAL WALL PERFORATED HDPE UNDERDRAIN		



ISOLATOR ROW PLUS (SEE DETAIL)

PLACE MINIMUM 17.50' OF ADSPLUS175 WOVEN GEOTEXTILE OVER BEDDING STONE AND UNDERNEATH CHAMBER FEET FOR SCOUR PROTECTION AT ALL CHAMBER INLET ROWS.

BED LIMITS

NOTES
- MANIFOLD SIZE TO BE DETERMINED BY SITE DESIGN ENGINEER. SEE TECH NOTE #6.30 FOR MANIFOLD SIZING GUIDANCE.
- IT IS THE RESPONSIBILITY OF THE ADAPTATION OF THIS CHAMBER SYSTEM TO SPECIFIC SITE AND DESIGN CONSTRAINTS, IT MAY BE NECESSARY TO CUT AND COUPLE ADDITIONAL PIPE TO STANDARD MANIFOLD COMPONENTS IN THE FIELD.
- THE SITE DESIGN ENGINEER MUST REVIEW ELEVATIONS AND IF NECESSARY ADJUST GRADING TO ENSURE THE CHAMBER COVER REQUIREMENTS ARE MET.
- THIS CHAMBER SYSTEM WAS DESIGNED WITHOUT SITE-SPECIFIC INFORMATION ON SOIL CONDITIONS OR BEARING CAPACITY. THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR ASSESSING THE SUITABILITY OF THE SOIL AND PROVIDING THE BEARING CAPACITY OF THE INSITU SOILS. THE BASE STONE DEPTH MAY BE INCREASED OR DECREASED ONCE THIS INFORMATION IS PROVIDED.
- **NOT FOR CONSTRUCTION:** THIS LAYOUT IS FOR DIMENSIONAL PURPOSES ONLY TO PROVE CONCEPT & THE REQUIRED STORAGE VOLUME CAN BE ACHIEVED ON SITE.

O2B KIDS — COTTAGE GROVE, MN — DRAWN: ARA — CHECKED: N/A — DATE: — PROJECT #: — DESCRIPTION — DATE — DRW — CHK

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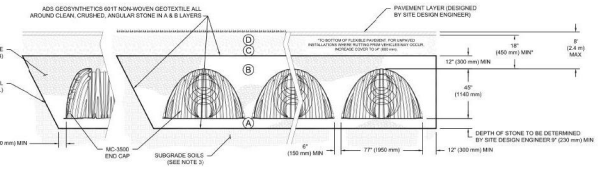
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SHEET 2 OF 5

ACCEPTABLE FILL MATERIALS: STORMTECH MC-3500 CHAMBER SYSTEMS

	MATERIAL LOCATION	DESCRIPTION	AASHTO MATERIAL CLASSIFICATIONS	COMPACTION / DENSITY REQUIREMENT
D	**FINAL FILL:** FILL MATERIAL FOR LAYER 'D' STARTS FROM THE TOP OF THE 'C' LAYER TO THE BOTTOM OF FLEXIBLE PAVEMENT OR UNPAVED FINISHED GRADE ABOVE. NOTE THAT PAVEMENT SUBBASE MAY BE PART OF THE 'D' LAYER	ANY SOIL/ROCK MATERIALS, NATIVE SOILS, OR PER ENGINEER'S PLANS. CHECK PLANS FOR PAVEMENT SUBGRADE REQUIREMENTS.	N/A.	PREPARE PER SITE DESIGN ENGINEER'S PLANS. PAVED INSTALLATIONS MAY HAVE STRINGENT MATERIAL AND PREPARATION REQUIREMENTS.
C	**INITIAL FILL:** FILL MATERIAL FOR LAYER 'C' STARTS FROM THE TOP OF THE EMBEDMENT STONE ('B' LAYER) TO 24" (600 mm) ABOVE THE TOP OF THE CHAMBER. NOTE THAT PAVEMENT SUBBASE MAY BE A PART OF THE 'C' LAYER.	GRANULAR WELL-GRADED SOIL/AGGREGATE MIXTURES, <35% FINES OR PROCESSED AGGREGATE. MOST PAVEMENT SUBBASE MATERIALS CAN BE USED IN LIEU OF THIS LAYER.	AASHTO M145* A-1, A-2-4, A-3 OR AASHTO M43* 3, 357, 4, 467, 5, 56, 57, 6, 67, 68, 7, 78, 8, 89, 9, 10	BEGIN COMPACTIONS AFTER 24" (600 mm) OF MATERIAL OVER THE CHAMBERS IS REACHED. COMPACT ADDITIONAL LAYERS IN 12" (300 mm) MAX LIFTS TO A MIN. 95% PROCTOR DENSITY FOR WELL GRADED MATERIAL AND 95% RELATIVE DENSITY FOR PROCESSED AGGREGATE MATERIALS.
B	**EMBEDMENT STONE:** FILL SURROUNDING THE CHAMBERS FROM THE FOUNDATION STONE ('A' LAYER) TO THE 'C' LAYER ABOVE.	CLEAN, CRUSHED, ANGULAR STONE	AASHTO M43* 3, 4	NO COMPACTION REQUIRED.
A	**FOUNDATION STONE:** FILL BELOW CHAMBERS FROM THE SUBGRADE UP TO THE FOOT (BOTTOM) OF THE CHAMBER.	CLEAN, CRUSHED, ANGULAR STONE	AASHTO M43* 3, 4	PLATE COMPACT OR ROLL TO ACHIEVE A FLAT SURFACE[1,2]

PLEASE NOTE:
1. THE LISTED AASHTO DESIGNATIONS ARE FOR GRADATIONS ONLY. THE STONE MUST ALSO BE CLEAN, CRUSHED, ANGULAR. FOR EXAMPLE, A SPECIFICATION FOR #4 STONE WOULD STATE: "CLEAN, CRUSHED, ANGULAR NO. 4 (AASHTO M43) STONE".
2. STORMTECH COMPACTION REQUIREMENTS ARE MET FOR 'A' LOCATION MATERIALS WHEN PLACED AND COMPACTED IN 9" (230 mm) MAX LIFTS USING TWO FULL COVERAGES WITH A VIBRATORY COMPACTOR.
3. WHERE INFILTRATION SURFACES MAY BE COMPROMISED BY COMPACTION, FOR STANDARD DESIGN LOAD CONDITIONS, A FLAT SURFACE MAY BE ACHIEVED BY RAKING OR DRAGGING WITHOUT COMPACTION EQUIPMENT. FOR SPECIAL LOAD DESIGNS, CONTACT STORMTECH FOR COMPACTION REQUIREMENTS.
4. ONCE LAYER 'C' IS PLACED, ANY SOIL/MATERIAL CAN BE PLACED IN LAYER 'D' UP TO THE FINISHED GRADE. MOST PAVEMENT SUBBASE SOILS CAN BE USED TO REPLACE THE MATERIAL REQUIREMENTS OF LAYER 'C' OR 'D' AT THE SITE DESIGN ENGINEER'S DISCRETION.



NOTES:
1. CHAMBERS SHALL MEET THE REQUIREMENTS OF ASTM F2418, "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS" CHAMBER CLASSIFICATION 45x76 DESIGNATION SS.
2. MC-3500 CHAMBERS SHALL BE DESIGNED IN ACCORDANCE WITH ASTM F2787 "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
3. THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR ASSESSING THE BEARING RESISTANCE (ALLOWABLE BEARING CAPACITY) OF THE SUBGRADE SOILS AND THE DEPTH OF FOUNDATION STONE WITH CONSIDERATION FOR THE RANGE OF EXPECTED SOIL MOISTURE CONDITIONS.
4. PERIMETER STONE MUST BE EXTENDED HORIZONTALLY TO THE EXCAVATION WALL FOR BOTH VERTICAL AND SLOPED EXCAVATION WALLS.
5. REQUIREMENTS FOR HANDLING AND INSTALLATION:
   - TO MAINTAIN THE WIDTH OF CHAMBERS DURING SHIPPING AND HANDLING, CHAMBERS SHALL HAVE INTEGRAL, INTERLOCKING STACKING LUGS.
   - TO ENSURE A SECURE JOINT DURING INSTALLATION AND BACKFILL, THE HEIGHT OF THE CHAMBER JOINT SHALL NOT BE LESS THAN 3".
   - TO ENSURE THE INTEGRITY OF THE ARCH SHAPE DURING INSTALLATION, a) THE ARCH STIFFNESS CONSTANT SHALL BE GREATER THAN OR EQUAL TO 450 LBS/FT/%. THE ASC IS DEFINED IN SECTION 6.2.8 OF ASTM F2418, AND b) TO RESIST CHAMBER DEFORMATION DURING INSTALLATION AT ELEVATED TEMPERATURES (ABOVE 73° F / 23° C), CHAMBERS SHALL BE PRODUCED FROM REFLECTIVE GOLD OR YELLOW COLORS.

O2B KIDS — COTTAGE GROVE, MN — DRAWN: ARA — CHECKED: N/A — DATE: — PROJECT #: — DESCRIPTION — DATE — DRW — CHK

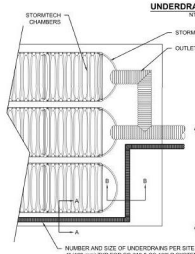
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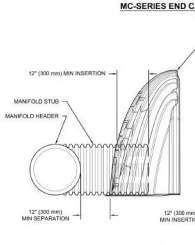
SHEET 3 OF 5

NOTE: FILTER BASIN WILL BE LINED TO PREVENT INFILTRATION. PLACE 2'-FOOT MINIMUM CLAY LINER ALONG THE FILTER BASIN BOTTOM UP TO 1 FOOT ABOVE MAX. LINER SHALL HAVE A MAXIMUM PERMEABILITY OF 1X10-6 CM/S WITH A MINIMUM 15% PASSING THE #200 SIEVE.

UNDERDRAIN DETAIL



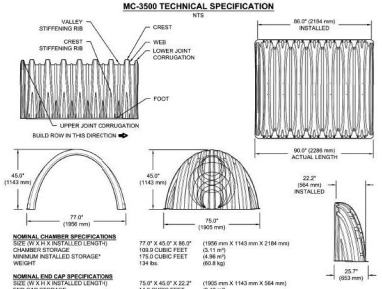
MC-SERIES END CAP INSERTION DETAIL



NOTE: MANIFOLD STUB MUST BE LAID HORIZONTAL FOR A PROPER FIT IN END CAP OPENING.

MC-3500 TECHNICAL SPECIFICATION

NTS



NOMINAL CHAMBER SPECIFICATIONS

SIZE (W X H X INSTALLED LENGTH)	77.0" X 45.0" X 86.0" (1956 mm X 1143 mm X 2184 mm)
CHAMBER STORAGE	109.9 CUBIC FEET (3.11 m³)
MINIMUM INSTALLED STORAGE*	175.0 CUBIC FEET (4.96 m³)
WEIGHT	134 lbs. (60.8 kg)

NOMINAL END CAP SPECIFICATIONS

SIZE (W X H X INSTALLED LENGTH)	75.0" X 45.0" X 22.2" (1905 mm X 1143 mm X 564 mm)
END CAP STORAGE	14.9 CUBIC FEET (0.42 m³)
MINIMUM INSTALLED STORAGE*	45.1 CUBIC FEET (1.28 m³)
WEIGHT	49 lbs. (22.2 kg)

*ASSUMES 12" (305 mm) STONE ABOVE, 9" (229 mm) STONE FOUNDATION, 9" SPACING BETWEEN CHAMBERS, 6" (152 mm) STONE PERIMETER IN FRONT OF END CAPS AND 40% STONE POROSITY

STUBS AT BOTTOM OF END CAP FOR PART NUMBERS ENDING WITH "B"
STUBS AT TOP OF END CAP FOR PART NUMBERS ENDING WITH "T"
END CAPS WITH A WELDED CROWN PLATE END WITH "C"
END CAPS WITH A PREFABRICATED WELDED STUB END WITH "W"

PART #	STUB	B	C
MC3500IEPP06T	6" (150 mm)	33.21" (844 mm)	0.69" (17 mm)
MC3500IEPP06B			
MC3500IEPP08T	8" (200 mm)	31.16" (791 mm)	0.81" (21 mm)
MC3500IEPP08B			
MC3500IEPP10T	10" (250 mm)	29.04" (738 mm)	0.97" (24 mm)
MC3500IEPP10B			
MC3500IEPP12T	12" (300 mm)	26.36" (670 mm)	1.20" (34 mm)
MC3500IEPP12B			
MC3500IEPP15T	15" (375 mm)	23.39" (594 mm)	1.50" (38 mm)
MC3500IEPP15B			
MC3500IEPP18TC	18" (450 mm)	20.03" (509 mm)	1.77" (45 mm)
MC3500IEPP18TW			
MC3500IEPP18BC			
MC3500IEPP18BW			
MC3500IEPP24TC	24" (600 mm)	14.46" (368 mm)	2.06" (52 mm)
MC3500IEPP24TW			
MC3500IEPP24BC			
MC3500IEPP24BW			
MC3500IEPP30BC	30" (750 mm)		2.75" (70 mm)

NOTE: ALL DIMENSIONS ARE NOMINAL

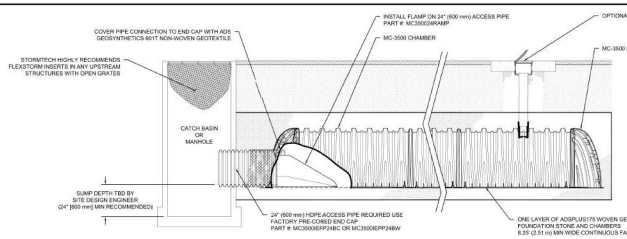
CUSTOM PRECORED INVERTS ARE AVAILABLE UPON REQUEST. INVENTORIED MANIFOLDS INCLUDE 12-24" (305-600 mm) SIZE ON SIZE AND 15-48" (375-1200 mm) ECCENTRIC MANIFOLDS. CUSTOM INVERT LOCATIONS ON THE MC-3500 END CAP CUT IN THE FIELD ARE NOT RECOMMENDED FOR PIPE SIZES GREATER THAN 10" (250 mm). THE INVERT LOCATION IN COLUMN 'B' ARE THE HIGHEST POSSIBLE FOR THE PIPE SIZE.

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SHEET 5 OF 5



MC-3500 ISOLATOR ROW PLUS DETAIL

NTS

INSPECTION & MAINTENANCE

STEP 1) INSPECT ISOLATOR ROW PLUS FOR SEDIMENT
- A. INSPECTION PORTS (IF PRESENT)
  - A.1. REMOVE/OPEN LID ON NYLOPLAST INLINE DRAIN
  - A.2. REMOVE AND CLEAN FLEXSTORM FILTER IF INSTALLED
  - A.3. USING A FLASHLIGHT AND STADIA ROD, MEASURE DEPTH OF SEDIMENT AND RECORD ON MAINTENANCE LOG
  - A.4. LOWER A CAMERA INTO ISOLATOR ROW PLUS FOR VISUAL INSPECTION OF SEDIMENT LEVELS (OPTIONAL)
  - A.5. IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.
- B. ALL ISOLATOR PLUS ROWS
  - B.1. REMOVE COVER FROM STRUCTURE AT UPSTREAM END OF ISOLATOR ROW PLUS
  - B.2. USING A FLASHLIGHT, INSPECT DOWN THE ISOLATOR ROW PLUS THROUGH OUTLET PIPE
    - i) MIRRORS ON POLES OR CAMERAS MAY BE USED TO AVOID A CONFINED SPACE ENTRY
    - ii) FOLLOW OSHA REGULATIONS FOR CONFINED SPACE ENTRY IF ENTERING MANHOLE
  - B.3. IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.

STEP 2) CLEAN OUT ISOLATOR ROW PLUS USING THE JETVAC PROCESS
- A. A FIXED CULVERT CLEANING NOZZLE WITH REAR FACING SPREAD OF 45° (1.1 m) OR MORE IS PREFERRED
- B. APPLY MULTIPLE PASSES OF JETVAC UNTIL BACKFLUSH WATER IS CLEAN
- C. VACUUM STRUCTURE SUMP AS REQUIRED

STEP 3) REPLACE ALL COVERS, GRATES, FILTERS, AND LIDS; RECORD OBSERVATIONS AND ACTIONS.

STEP 4) INSPECT AND CLEAN BASINS AND MANHOLES UPSTREAM OF THE STORMTECH SYSTEM.

NOTES

1. INSPECT EVERY 6 MONTHS DURING THE FIRST YEAR OF OPERATION. ADJUST THE INSPECTION INTERVAL BASED ON PREVIOUS OBSERVATIONS OF SEDIMENT ACCUMULATION AND HIGH WATER ELEVATIONS.
2. CONDUCT JETTING AND VACTORING ANNUALLY OR WHEN INSPECTION SHOWS THAT MAINTENANCE IS NECESSARY.

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SHEET 4 OF 5

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O2B KIDS

COTTAGE GROVE MINNESOTA

ISSUE SCHEDULE		
DATE	DESCRIPTION	BY
11/02/22	CITY SUBMITTAL #1	ARA
12/23/22	CITY SUBMITTAL #1	ARA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	22-27647
FILE NAME	27647 C9-DETAILS
DRAWN BY	MJE / DBT
DESIGNED BY	MJE / DBT
REVIEWED BY	ARA

TITLE

SITE DETAILS

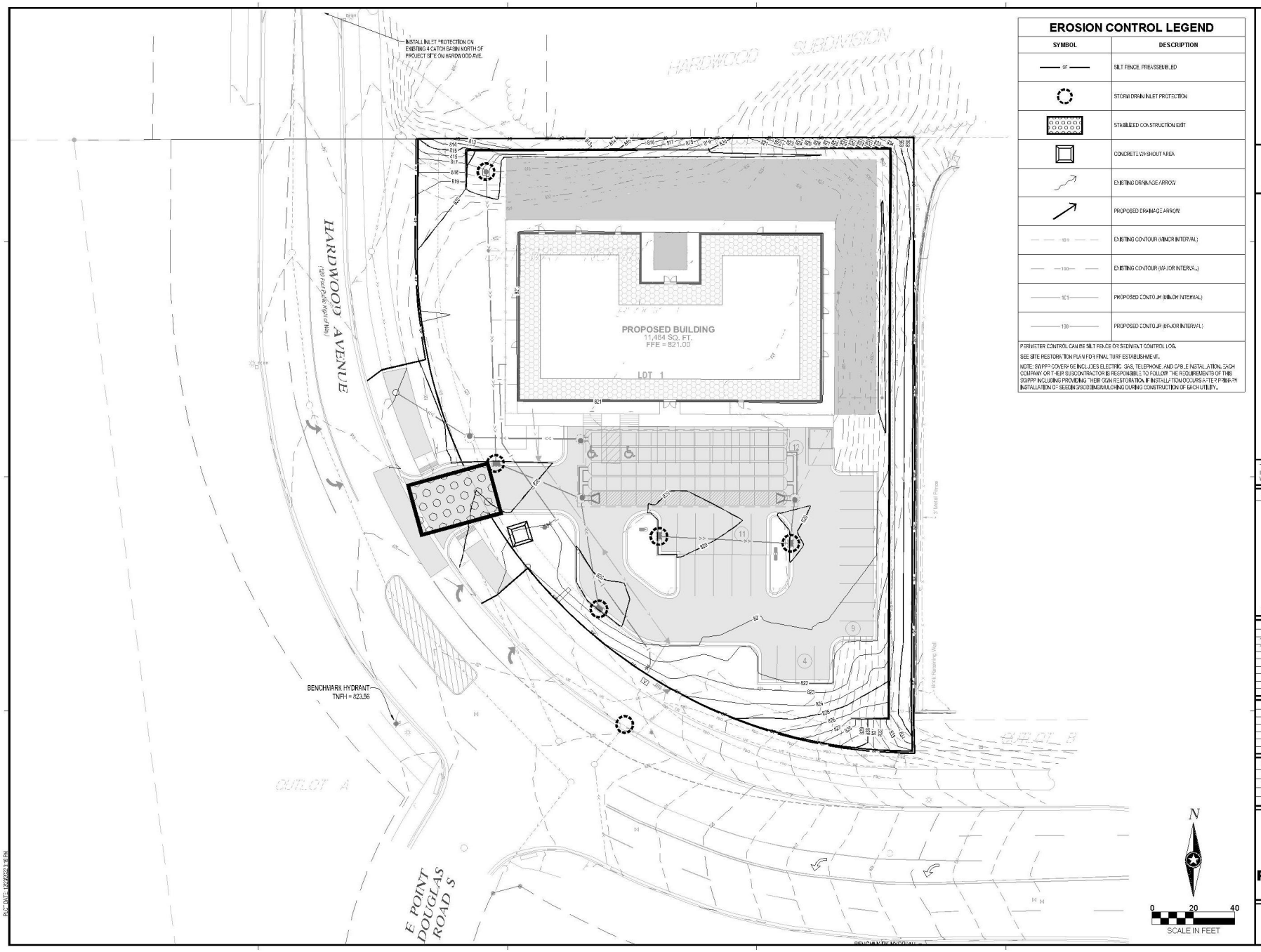
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EROSION CONTROL LEGEND

SYMBOL	DESCRIPTION
SF	SILT FENCE, PREASSEMBLED
	STORM DRAIN INLET PROTECTION
	STABILIZED CONSTRUCTION EXIT
	CONCRETE WASHOUT AREA
	EXISTING DRAINAGE ARROW
	PROPOSED DRAINAGE ARROW
101	EXISTING CONTOUR (MINOR INTERVAL)
100	EXISTING CONTOUR (MAJOR INTERVAL)
101	PROPOSED CONTOUR (MINOR INTERVAL)
100	PROPOSED CONTOUR (MAJOR INTERVAL)

PERIMETER CONTROL CAN BE SILT FENCE OR SEDIMENT CONTROL LOG.

SEE SITE RESTORATION PLAN FOR FINAL TURF ESTABLISHMENT.

NOTE: SWPPP COVERAGE INCLUDES ELECTRIC, GAS, TELEPHONE AND CABLE INSTALLATION. EACH COMPANY OR THEIR SUBCONTRACTOR IS RESPONSIBLE TO FOLLOW THE REQUIREMENTS OF THIS SWPPP INCLUDING PROVIDING THEIR OWN RESTORATION. IF INSTALLATION OCCURS AFTER PRIMARY INSTALLATION OF SEEDING/SODDING/MULCHING DURING CONSTRUCTION OF EACH UTILITY.

ISG

EIGHT

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PROJECT

EIG14T

02B KIDS

COTTAGE GROVE MINNESOTA

ISSUE SCHEDULE		
DATE	DESCRIPTION	BY
11/02/22	CITY SUBMITTAL #1	ARA
12/23/22	CITY SUBMITTAL #1	ARA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	22-27647
FILE NAME	27647 C1-SWPPP
DRAWN BY	MJE / DBT
DESIGNED BY	MJE / DBT
REVIEWED BY	ARA

TITLE

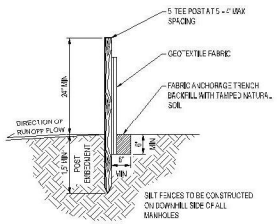
STORMWATER POLLUTION PREVENTION PLAN

SHEET

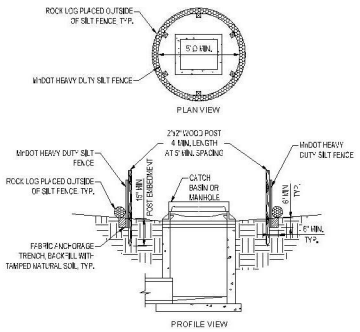
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PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION

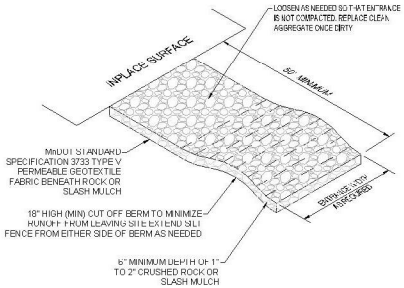
PLOT DATE: 12/23/2022 3:16 PM



SILT FENCE
NTS



SILT FENCE
INLET PROTECTION
NTS



STABILIZED CONSTRUCTION EXIT
NTS

PLOT DATE: 12/23/2022 3:16 PM

ISG

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PROJECT

EIG14T

02B KIDS

COTTAGE GROVE MINNESOTA

ISSUE SCHEDULE		
DATE	DESCRIPTION	BY
11/02/22	CITY SUBMITTAL #1	ARA
12/23/22	CITY SUBMITTAL #1	ARA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	22-27647
FILE NAME	27647 C9-DETAILS
DRAWN BY	MJE / DBT
DESIGNED BY	MJE / DBT
REVIEWED BY	ARA

TITLE

STORMWATER POLLUTION PREVENTION PLAN DETAILS

SHEET

C910

PRELIMINARY NOT FOR CONSTRUCTION

PRELIMINARY NOT FOR CONSTRUCTION

STORMWATER POLLUTION PREVENTION PLAN (SWPPP) NARRATIVE

PROJECT LOCATION

PROJECT/SITE NAME: 02B KIDS
PROJECT LOCATION: 7781 HARDWOOD AVE.
CITY/TOWNSHIP: COTTAGE GROVE
COUNTY/STATE: WASHINGTON COUNTY/MINNESOTA
ZIP CODE: 55016
LATITUDE/LONGITUDE: 44.836771/-92.961311
QUARTER SECTION, SECTION, TOWNSHIP, RANGE: SW1/4, 08,27,21

PROJECT DESCRIPTION

THE PROJECT INCLUDES CONSTRUCTION OF A NEW CHILDCARE FACILITY WITHIN THE CITY OF COTTAGE GROVE, MN. THIS PROJECT ALSO INCLUDES A BITUMINOUS PAVED PARKING LOT, CONSTRUCTION ENTRANCE FROM HARDWOOD AVENUE, STORM SEWER AND ADS UNDERGROUND FILTRATION FACILITY, SANITARY AND WATER SERVICES, RETAINING WALLS, AND A PLAY AREA.

TENTATIVE CONSTRUCTION SCHEDULE (OPERATOR SHOULD PROVIDE ESTIMATED CONSTRUCTION SCHEDULE TO THE OWNER'S REPRESENTATIVE)

CONSTRUCTION ACTIVITIES:	ESTIMATED DATES OF SOIL DISTURBANCE ACTIVITIES:
INITIAL GRADING / SITE PREP / RETAINING WALL INSTALLATION	SPRING 2023
SITE UTILITIES AND FOOTINGS	SPRING 2023
BUILDING CONSTRUCTION	SUMMER 2023
PARKING LOT / SIDWALK / PLAY AREA	FALL 2023
FINAL SITE STABILIZATION / LANDSCAPING	FALL 2023
END OF CONSTRUCTION	FALL 2023

PRE-CONSTRUCTION IMPERVIOUS SURFACE AND DISTURBED AREA CALCULATIONS

TOTAL AREA TO BE DISTURBED = 1.42 ACRES MINIMUM AREA REQUIRING MPCA PERMIT = 1.00 ACRES
IMPERVIOUS AREA: PRE-CONSTRUCTION = 0.02 ACRES/POST-CONSTRUCTION = 0.63 ACRES
NET INCREASE OF IMPERVIOUS AREA = 0.61 ACRES

CONTACT INFORMATION/RESPONSIBLE PARTIES

THE OWNER OWNS THE LAND, ADJACENT ROADS, AND EASEMENT AREAS ASSOCIATED WITH THE PROJECT. THE OWNER IS THE OWNER CO-PERMITTEE APPLYING FOR PERMIT COVERAGE AND WILL BE RESPONSIBLE FOR COMPLIANCE WITH ALL TERMS AND CONDITIONS OF THE PERMIT INCLUDING DEVELOPING THIS SWPPP AND THE LONG-TERM MAINTENANCE PLAN OF THE PERMANENT STORMWATER MANAGEMENT SYSTEM FOR THIS PROJECT (IF APPLICABLE). THE OWNER WILL ENSURE THAT THE DESCRIBED WORK IN THE SWPPP IS BEING COMPLETED BY THE OPERATOR PERMITTEE.

OWNER/PERMITTEE: EIG14T (DANIEL HARRIS, DEVELOPMENT MANAGER)
1695 TWELVE MILE RD SUITE 100
BERKLEY, MI 48072
248.514.9120/DAN@814CRE.COM

THE PRIMARY CONTRACTOR WILL ENTER INTO A CONTRACT WITH THE OWNER TO COMPLETE THE REQUIRED WORK FOR THIS PROJECT. THE PRIMARY CONTRACTOR WILL BECOME (UNDER CONTRACT) THE OPERATOR CO-PERMITTEE APPLYING FOR PERMIT COVERAGE ON THE NPDES PERMIT (THROUGH EXECUTION OF A NPDES PERMIT MODIFICATION FORM), AND THEREBY AGREE TO IMPLEMENT THIS SWPPP IN COOPERATION WITH THE OWNER, THE OPERATOR IS RESPONSIBLE FOR IDENTIFYING AN EROSION CONTROL SUPERVISOR PRIOR TO STARTING CONSTRUCTION (REFER TO SWPPP AMENDMENT SECTION). THE NPDES PERMIT MODIFICATION FORM SHALL BE SUBMITTED TO THE MPCA AFTER THE PROJECT IS AWARDED TO THE OPERATION, PRIOR TO LETTING THE PROJECT.

THE OPERATOR WILL ENSURE THAT INDIVIDUALS OVERSEEING OR IMPLEMENTING THE SWPPP HAVE BEEN PROPERLY TRAINED AND THAT CERTIFICATIONS WILL BE MADE AVAILABLE UPON REQUEST. THIS INCLUDES ANY SUB-CONTRACTORS THAT THE OPERATOR EMPLOYS UNDER SEPARATE CONTRACT. THE OPERATOR WILL PROVIDE THE CONTACT INFORMATION FOR THE EROSION CONTROL SUPERVISOR, SITE SUPERINTENDENT/FOREMAN, AND BMP INSTALLERS. THE EROSION CONTROL SUPERVISOR SHALL BE A RESPONSIBLE EMPLOYEE OF THE PRIME CONTRACTOR AND/OR DULY AUTHORIZED BY THE PRIME CONTRACTOR TO REPRESENT THE PRIME CONTRACTOR ON ALL MATTERS PERTAINING TO THE NPDES CONSTRUCTION STORMWATER PERMIT COMPLIANCE. THE EROSION CONTROL SUPERVISOR SHALL HAVE AUTHORITY OVER ALL OPERATOR ACTIVITIES WHICH INFLUENCE NPDES PERMIT COMPLIANCE, INCLUDING GRADING, EXCAVATION, BRIDGE CONSTRUCTION, CULVERT INSTALLATION, UTILITY WORK, CLEARING/GRUBBING, DEWATERING, AND ANY OTHER OPERATION THAT INCREASES THE EROSION POTENTIAL ON THE PROJECT.

THE OPERATOR WILL PERFORM A PRECONSTRUCTION SITE VISIT TO ADDRESS ANY AREAS OF CONCERN PERTAINING TO ENVIRONMENTAL COMPLIANCE. THE OPERATOR WILL IMPLEMENT AND MAINTAIN BMPS FOR THE DURATION OF CONSTRUCTION PROJECT. THE OPERATOR WILL COMPLETE THE REQUIRED SITE INSPECTIONS, AND IS RESPONSIBLE FOR SECTION 3-4, 6-22, 24, AND APPLICABLE PARTS OF 23, TO REMAIN IN COMPLIANCE WITH NPDES PERMIT.

OPERATOR/PERMITTEE: (TO BE DETERMINED AND IDENTIFIED THROUGH TRANSFER OF NPDES CSW PERMIT)

ISG INC. HAS BEEN CONTRACTED BY THE OWNER TO DEVELOP THE SWPPP PLAN FOR THIS PROJECT. THIS SWPPP WAS PREPARED BY AN INDIVIDUAL THAT HAS BEEN PROPERLY TRAINED IN ACCORDANCE TO SECTION 21 OF THE NPDES PERMIT (CERTIFICATION CARDS ARE AVAILABLE UPON REQUEST). ISG INC. WILL OFFER GUIDANCE FOR COMPLIANCE WITH THE NPDES PERMIT BEFORE, DURING, AND AFTER CONSTRUCTION OF THE PROJECT.

SWPPP DESIGNER:
ISG INC. (RYAN ANDERSON)
7900 INTERNATIONAL DR., SUITE 550
MINNEAPOLIS, MN 55425
952-426-0999/RYAN.ANDERSON@ISGINC.COM

PERMENANT STORMWATER MANAGEMENT SYSTEM:
ISG INC. (RYAN ANDERSON)
7900 INTERNATIONAL DR., SUITE 550
MINNEAPOLIS, MN 55416
952-426-0999/RYAN.ANDERSON@ISGINC.COM

AGENCY CONTACTS

AGENCY	PERMIT	NAME	PHONE NUMBER/E-MAIL
MPCA (EMERGENCY)	N/A	STATE DUTY OFFICER	1-800-422-0798
MPCA	NPDES-CSW #MNR100001	SARAH KAMRATH	651-757-2855/SARAH.KAMRATH@STATE.MN.US
SOUTH WASHINGTON WATERSHED DISTRICT	N/A	MATT MOORE	651-714-3729/MATT.MOORE@WOODBURYMN.GOV

PERMANENT STORMWATER TREATMENT SYSTEMS

THE NPDES PERMANENT WATER QUALITY VOLUME (SECTION 15) FROM THE NET NEW IMPERVIOUS SURFACES OF THE PROJECT IS PROVIDED IN THE PROPOSED UNDERGROUND FILTRATION BASIN. HYDROLOGIC AND WATER QUALITY MODELING DATA AND THE CONTAMINATION CHECKLIST IS AVAILABLE UPON REQUEST. THE SITE IS UNABLE TO MEET THE FULL VOLUME REDUCTION REQUIREMENT DUE TO PROXIMITY OF 10-YEAR COMPOSITE GROUNDWATER CAPTURE ZONE. THE REQUIREMENT IS INSTEAD MET THROUGH FILTRATION OF THE WATER QUALITY VOLUME.

LOCATION OF SWPPP COMPONENTS

DESCRIPTION	TITLE	LOCATION (SHEET NAME)
SWPPP NARRATIVE	SWPPP NARRATIVE	STORMWATER POLLUTION PREVENTION PLAN NARRATIVE
SITE CONDITIONS	SWPPP NARRATIVE	EXISTING CONDITIONS
SITE MAPS (SOILS, WATER RESOURCES, POTENTIAL POLLUTANT GENERATING ACTIVITIES)	SWPPP MAP, SWPPP NARRATIVE	DEMO PLAN / SITE PLAN
CONSTRUCTION PHASING/STAGING, BUFFERS, & AREAS NOT TO BE DISTURBED	SWPPP NARRATIVE	DEMO PLAN / SITE PLAN
DIRECTION OF SURFACE WATER FLOW (PRE- & POST- CONSTRUCTION	DRAINAGE PLAN	STORMWATER POLLUTION PREVENTION PLAN
IMPERVIOUS SURFACES	CONSTRUCTION PLAN & PROFILE	SITE PLAN
TEMPORARY EROSION & SEDIMENT CONTROL BMPS FOR STEEP SLOPES (3:1)	TEMPORARY EROSION AND SEDIMENT CONTROL PLAN, SWPPP NARRATIVE	STORMWATER POLLUTION PREVENTION PLAN
PERMANENT EROSION PREVENTION BMPS	TURF ESTABLISHMENT PLAN, SWPPP NARRATIVE	PLANTING PLAN AND PLANTING DETAILS
STORM SEWER GRADING	DRAINAGE PLAN GRADING PLAN	SITE UTILITY PLAN GRADING PLAN
ESTIMATED BMP QUANTITIES	ESTIMATED QUANTITIES	STORMWATER POLLUTION PREVENTION PLAN
BMP DETAILS/SPECIFICATIONS	MISC. DETAILS, SWPPP NARRATIVE	STORMWATER POLLUTION PREVENTION PLAN DETAILS
HYDROLOGIC/WATER QUALITY MODELING		AVAILABLE UPON REQUEST

EXISTING SITE CONDITIONS, SOILS, & WATER RESOURCES

SOILS AND NATIVE TOPSOIL: NATIVE TOPSOIL WILL BE STRIPPED AND STOCKPILED FOR FINAL GRADING OPERATIONS, WHERE INDICATED IN THE CONSTRUCTION PLANS AND SPECIFICATIONS. METHODS AND EQUIPMENT TO MINIMIZE SOIL COMPACTION (IN PROPOSED INFILTRATION AREAS, DRIP LINE OF TREES TO BE PRESERVED, ETC.) SHALL BE DETERMINED BY THE OPERATOR'S SWPPP AMENDMENT. TRACKED VEHICLES ARE PREFERRED AND WHEELED VEHICLES ARE DISCOURAGED IN THESE AREAS. THE FOLLOWING USDA-NRCS MAPPED SOILS ARE SHOWN AS POTENTIALLY HIGHLY ERODIBLE ON THE COUNTY SOIL SURVEY MAP.

USDA-NRCS MAPPED SOIL SURVEY UNIT NO., NAME, TEXTURE, SLOPE PERCENTAGE	PERCENTAGE OF PROJECT AREA	APPROXIMATE PARTICLE SIZE RANGE *(MM)*		
		SAND (0.05-2.00+)	SILT (0.002-0.05)	CLAY (<0.002)
454C-MAHTOMEDI LOAMY SAND, 6-12% SLOPES	64	70-85%	0-30%	10-15%
454D- MAHTOMEID LOAMY SAND, 12-25% SLOPES	36	70-85%	0-30%	10-15%

DESCRIPTION OF RECEIVING WATERS (LOCATED WITHIN 1-MILE): STORMWATER FROM THIS PROJECT WILL BE CONVEYED INTO AN UNDERGROUND STORAGE SYSTEM PRIOR TO DICHARGE NORTHWEST OF THE SITE INTO AN EXISTING STORM SEWER SYSTEM. HYDROLOGIC AND WATER QUALITY MODELING DATA IS AVAILABLE UPON REQUEST.

DESCRIPTION OF IMPAIRED WATERS OR WATER SUBJECT TO TMDLS: A SPECIAL AND IMPAIRED WATERS SEARCH WAS COMPLETED USING THE MPCA SEARCH ENGINE (HTTPS://MPCA.MAPS.ARCGIS.COM/APPS/WEBAPPVIEWER/INDEX.HTML?ID =E03EF170FA3E41F6BE92F9FAFEC100CC) ON 10/27/2022. THE SEARCH SHOWED NO IMPAIRED WATERS OR WATERS SUBJECT TO TMDLS WITHIN THE PROJECT LIMITS.

POTENTIAL FOR SEDIMENT AND/OR OTHER POLLUTANT(S) DISCHARGING FROM THE PROJECT SITE

THE TEMPORARY EROSION AND SEDIMENT CONTROL BMPS IN THIS SWPPP HAVE BEEN DESIGNED TO MINIMIZE THE POTENTIAL OF SEDIMENTS DISCHARGING OFF-SITE FROM A 0.5 INCH RAINFALL WITHIN A 24 HOUR PERIOD. THE NOAA ATLAS 14 POINT PRECIPITATION FREQUENCY ESTIMATE FOR THE PROJECT LOCATION WAS REVIEWED AND USED FOR ANTICIPATED INSPECTION FREQUENCY, BMP DESIGN, AND ESTIMATING CONSTRUCTION ACTIVITIES IN THIS SWPPP. ATLAS 14 RESULTS DO NOT NECESSARILY REFLECT ANY DESIGN CRITERIA IN THE PERMANENT STORMWATER MANAGEMENT SYSTEM.

ROUTINE INSPECTION AND BMP MAINTENANCE BY THE OPERATOR IS CRUCIAL IN ENSURING THE FUNCTIONALITY OF EACH BMP. STEEP SLOPES AND OTHER ENVIRONMENTALLY SENSITIVE AREAS THAT ARE AT A HIGHER RISK OF SEDIMENTATION ARE DEFINED IN THIS SWPPP (IF APPLICABLE).

CONSTRUCTION PHASING/STAGING, BUFFERS, & AREAS NOT TO BE DISTURBED

AREAS NOT TO BE DISTURBED ARE TO BE DELINEATED BEFORE WORK BEGINS. PERMITEES ARE RESPONSIBLE FOR PRESERVING A 50 FOOT NATURAL BUFFER OR (IF INFEASIBLE AND DOCUMENTED) PROVIDE REDUNDANT SEDIMENT CONTROL BMPS, WHEN A SURFACE WATER IS LOCATED WITHIN 50 FEET AND RECEIVES DRAINAGE FROM THE PROJECT'S GRADING LIMITS. THIS REQUIREMENT DOES NOT APPLY TO ADJACENT ROAD SIDE DITCHES, JUDICIAL/COUNTY DITCHES, STORMWATER CONVEYANCES, STORM DRAIN INLETS, AND SEDIMENT BASINS.

THERE IS NO CONSTRUCTION PHASING OR STAGING DEFINED BY THE OWNER FOR THIS PROJECT. THE SCHEDULE FOR INSTALLING TEMPORARY BMPS SHALL BE INCORPORATED INTO THE OPERATOR'S WEEKLY SCHEDULE FOR EACH CONSTRUCTION STAGE AND PRESENTED TO THE OWNER'S REPRESENTATIVE (PER MNDOT SPEC 1717.D). THE PROJECT'S CONSTRUCTION PHASING AND STAGING IS DEFINED BY THE "CONSTRUCTION STAGING & TRAFFIC CONTROL PLAN" AND PROJECT SPECIFICATIONS.

ENVIRONMENTALLY SENSITIVE AREAS

STEEP SLOPES: EXISTING AND PROPOSED SLOPES 1 IN 3 (33.33%) AND STEEPER THAT ARE PROPOSED TO BE DISTURBED ARE ILLUSTRATED ON THE PLAN SHEETS. STEEP SLOPES MAY BE TEMPORARILY CREATED DURING GRADING OPERATIONS IF NECESSARY, AT WHICH TIME TEMPORARY BMPS MUST BE IMPLEMENTED BY THE OPERATOR (THROUGH AN APPROVED SWPPP AMENDMENT) WITHIN 14 DAYS OF NO LONGER WORKING THE STEEP SLOPE.

CONTAMINATED PROPERTIES: THE MPCA'S "WHAT'S IN MY NEIGHBORHOOD" DATABASE WAS REVIEWED ON 10/27/2022 (WWW.PCA.STATE.MN.US/DATA/WHATS-MY-NEIGHBORHOOD) AND A CONTAMINATION ASSESSMENT WAS PERFORMED (AVAILABLE UPON REQUEST). THE RESULTS OF THIS REVIEW SHOW NO KNOWN CONTAMINATED PROPERTIES OR LEAK SOURCES LOCATED WITHIN AND ADJACENT TO THE PROJECT LIMITS.

STORMWATER POLLUTION MITIGATION MEASURES (AS IDENTIFIED FROM ENVIRONMENTAL REVIEW): NO FORMAL ENVIRONMENTAL REVIEW WAS REQUIRED FOR THIS PROJECT, THEREFORE, NO ADDITIONAL STORMWATER RELATED MITIGATION MEASURES APPLY.

KARST AREAS: KARST AREAS ARE KNOWN TO BE WITHIN OR ADJACENT TO THE PROJECT LIMITS. INFILTRATION IS NOT PROPOSED FOR THIS PROJECT.

SITE PLAN REQUIRED AREAS: NO AREAS OF "HIGH ENVIRONMENTAL RISKS" ARE KNOWN TO BE LOCATED WITHIN OR IMMEDIATELY ADJACENT TO THE PROJECT LIMITS.

FLOOD CONTINGENCY PLAN: PROJECT ACTIVITIES MAY NOT OCCUR WITHIN THE 100-YEAR FLOODPLAIN OR FLOODWAY, THEREFORE, THE PROJECT ENGINEER (AT THEIR DISCRETION) MAY REQUIRE A PREVENTATIVE FLOOD CONTINGENCY PLAN FOR SPECIFIC PROJECT ACTIVITIES AND AREAS IF SEASONAL PRECIPITATION POSSES A POTENTIAL RISK OF FLOODING WORK AREAS WITHIN THE PROJECT LIMITS. THIS PLAN SHALL BE SUBMITTED BY THE OPERATOR TO THE OWNERS REPRESENTATIVE FOR APPROVAL A MINIMUM OF 72 HOURS PRIOR TO THE SCHEDULED WORK AND/OR DURING ACTIVE WORK WITHIN THE FLOODPLAIN. NO WORK WITHIN THE FLOODPLAIN CAN COMMENCE UNTIL WRITTEN APPROVAL/NOTICE TO PROCEED FROM THE OWNERS REPRESENTATIVE IS RECEIVED.

FISH EXCLUSION DATES: FISH EXCLUSION DATES ARE NOT APPLICABLE TO THIS PROJECT LOCATION.

AQUATIC INVASIVE SPECIES: ALL IN-STREAM AND DEWATERING EQUIPMENT SHALL BE DECONTAMINATED OF ALL AQUATIC PLANTS AND PROHIBITED INVASIVE SPECIES PRIOR TO USING WITHIN SURFACE WATERS ON-SITE AND TRANSPORTING OFF-SITE. ALL DECONTAMINATION ACTIVITIES SHALL MEET THE CHAPTER 1 STANDARDS OF THE MINNESOTA DNR'S BEST PRACTICES MANUAL FOR MEETING DNR GENERAL PUBLIC WATERS WORK PERMIT GP 2004-0001.

WETLANDS: NO WETLANDS EXIST WITHIN OR IMMEDIATELY ADJACENT TO THE PROJECT LIMITS.

APPLICABLE FEDERAL, TRIBAL, STATE OR LOCAL PROGRAMS: THE PROJECT FALLS UNDER THE JURISDICTION OF SEVERAL ENTITIES, AS IDENTIFIED IN THE "AGENCY CONTACTS" TABLE ON PAGE 1 OF THE SWPPP. THE MORE STRINGENT OF LOCAL VS. STATE VS. FEDERAL RULES SHALL APPLY WHERE THEY CONFLICT. INFORMATION PERTAINING TO THE STATE NPDES PERMIT CAN BE FOUND AT: (HTTP://WWW.PCA.STATE.MN.US/INDEX.PHP/WATER/WATER-TYPES-AND-PROGRAMS/STORMWATER/CONSTRUCTION-STORMWATER). THE OPERATOR IS RESPONSIBLE TO COMPLY WITH ALL APPLICABLE PERMITS. MNDOT SPECIAL PROVISION, MNDOT SPEC BOOK (2018 EDITION), MNDOT SPECIFICATIONS 1717.

SEQUENCE OF CONSTRUCTION/TIMING OF BMP INSTALLATION

NO CONSTRUCTION OPERATIONS, INCLUDING REMOVALS, THAT REQUIRE EROSION & SEDIMENT CONTROL PER THE SWPPP CAN COMMENCE UNTIL THE OPERATOR'S EROSION CONTROL SUPERVISOR CERTIFIES THE PROPPER INSTALLATION OF BMPS AND A CHAIN OF RESPONSIBILITY FOR SWPPP IMPLEMENTATION IS CREATED FOR ALL OPERATORS ON THE SITE. PERIMETER SEDIMENT CONTROLS (SILT FENCE, INLET PROTECTION, CONSTRUCTION ENTRANCES, ETC.) SHALL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION. THESE PRACTICES SHALL REMAIN IN PLACE UNTIL FINAL STABILIZATION IS ACHIEVED. OPERATOR SHALL IMPLEMENT THE NECESSARY ON SITE BMP'S IN ACCORDANCE WITH THE NPDES PERMIT REQUIREMENTS TO PREVENT NUISANCE CONDITIONS (MN RULES 7050.2010) FROM ANY DISCHARGES UNDER COVERAGE OF THE NPDES PERMIT. IN SOME CASES, MULTIPLE OR REDUNDANT APPLICATIONS OF SOME BMP'S MAY BE NEEDED TO MEET THESE REQUIREMENTS.

EROSION CONTOL BMP QUANTITIES:
1. SILT FENCE – 936 LF
2. INLET PROTECTION DEVICE – 10 EA
3. CONSTRUCTION ENTRANCE – 106 SY
4. CONCRETE WASHOUT – 1 EA

INSPECTION PROCEDURES, SWPPP AMENDMENTS, RECORD KEEPING, & TRAINING

1. THE SWPPP MUST BE AMENDED BY THE OPERATOR WHEN THE IDENTITY OF THE RESPONSIBLE SITE OPERATORS (EROSION CONTROL SUPERVISOR, SUB-CONTRACTORS, ETC.) ARE KNOWN.

2. THE OPERATOR MUST INSPECT THE ENTIRE CONSTRUCTION SITE AT LEAST ONCE EVERY SEVEN (7) DAYS DURING ACTIVE CONSTRUCTION AND WITHIN 24 HOURS AFTER A RAINFALL EVENT GREATER THAN 0.5 INCHES IN 24 HOURS. THE OPERATOR SHALL PROVIDE A RAINFALL GAUGE ON-SITE, WITHIN ONE MILE OF THE SITE, OR SOURCE OF THE WEATHER REPORTING SYSTEM THAT USES SITE SPECIFIC RAINFALL DATA FROM RADAR SUMMARIES. THE LOCATION AND SOURCE OF THE RAINFALL GAUGE OR REPORTING SYSTEM MUST BE DOCUMENTED IN THE FIRST SWPPP INSPECTION REPORT. THE INSPECTION FREQUENCY MAY BE REDUCED TO ONCE PER MONTH OR SUSPENDED, IF SITE CONDITIONS MEET ITEM 11.10 OF THE NPDES PERMIT. ALL INSPECTIONS AND MAINTENANCE CONDUCTED MUST BE RECORDED IN WRITING BY THE OPERATOR AND RETAINED WITH THE SWPPP. THE MPCA SITE INSPECTION FORM IS AVAILABLE FOR OPERATORS TO USE TO COMPLETE THE REQUIRED INSPECTIONS. THE FORM CAN BE FOUND ON THE MPCA WEBSITE OR AVAILABLE UPON REQUEST FOR THE PROJECT OWNER. RECORDS OF EACH INSPECTION AND MAINTENANCE ACTIVITY SHALL INCLUDE:
   A. DATE, TIME, AND NAME OF PERSON(S) CONDUCTING INSPECTIONS;
   B. FINDINGS OF INSPECTIONS, INCLUDING RECOMMENDATIONS FOR CORRECTIVE ACTIONS;
   C. CORRECTIVE ACTIONS TAKEN (INCLUDING DATES, TIMES, AND PARTY COMPLETING MAINTENANCE ACTIVITIES); INCLUDING DOCUMENTATION/PHOTOS OF IMPLEMENTED BMPS INTENDED TO CORRECT A PROBLEM BUT FAILED.
   D. DATE AND AMOUNT OF ALL RAINFALL EVENTS GREATER THAN 0.5 INCHES IN 24 HOURS;
   E. DOCUMENTATION OF CHANGES MADE TO THE SWPPP.

3. SWPPP AMENDMENTS AND SITE PLANS WILL BE PREPARED BY THE OPERATOR AND SUBMITTED TO THE OWNER FOR REVIEW AND WRITTEN APPROVAL BY THE PROJECT OWNER (OR DESIGNATED REPRESENTATIVE). ALL OWNER ACCEPTED AND DENIED SWPPP AMENDMENTS AND SITE PLANS MUST BE RECORDED IN WRITING AND RETAINED WITH THE SWPPP.

4. THE SWPPP SHALL BE AMENDED TO INCLUDE ADDITIONAL OR MODIFIED BMPS, DESIGNED TO CORRECT IDENTIFIED PROBLEMS OR ADDRESS SITUATIONS (UNDER SECTION 6 OF THE NPDES PERMIT), PRIOR TO CONDUCTING SPECIFIC STAGES/PHASES OF THE PROJECT, AS REQUIRED BY THE OWNER AND DEFINED IN THIS PROJECT SWPPP.

   THE TABLE BELOW IS A SUMMARY OF THE REQUIRED SWPPP AMENDMENTS:

SUMMARY OF OPERATOR PREPARED SWPPP AMENDMENTS (REQUIRED BY OWNER)

SWPPP AMENDMENT NAME	SWPPP AMENDMENT DETAILS	SUBMITTAL TIMEFRAME
OPERATOR CHAIN OF RESPONSIBILITY	REFER TO "CONTACT INFORMATION/RESPONSIBLE PARTIES" SECTION	7 DAY PRIOR TO INITIATING WORK
METHODS TO MINIMIZE SOIL COMPACTION	REFER TO "EXISTING SITE CONDITIONS, SOILS, AND WATER RESOURCES" SECTION	7 DAYS PRIOR TO WORK WITHIN INFILTRATION BASINS AND PRESERVED TREE AREAS
STEEP SLOPES PHASING PLAN	REFER TO "ENVIRONMENTALLY SENSITIVE AREAS" SECTION	7 DAYS PRIOR TO INITIATING WORK
SPILL PREVENTION & RESPONSE PLAN	REFER TO "POLLUTION PREVENTION MANAGEMENT MEASURES"	7 DAY PRIOR TO INITIATING WORK
DEWATERING PLAN	REFER TO "DEWATERING" SECTION	7 DAYS PRIOR TO ACTIVITY

5. THE SWPPP (ORIGINAL OR COPIES), ALL CHANGES TO THE SWPPP, PROJECT MANUAL, AND INSPECTIONS/MAINTENANCE RECORDS MUST BE KEPT AT THE SITE DURING CONSTRUCTION BY THE OPERATOR WHO HAS OPERATIONAL CONTROL OF THAT PORTION OF THE SITE. THE SWPPP CAN BE KEPT IN THE FIELD OFFICE OR ON SITE VEHICLE DURING NORMAL WORKING HOURS. THE PERMITEES MUST KEEP AND MAKE AVAILABLE TO FEDERAL, STATE, AND LOCAL OFFICIALS WITHIN THREE DAYS THE SWPPP, OTHER STORMWATER RELATED PERMITS, RECORDS OF ALL INSPECTION/MAINTENANCE, ALL PERMANENT OPERATIONS AND MAINTENANCE AGREEMENTS, ALL REQUIRED CALCULATIONS FOR DESIGN OF THE TEMPORARY AND PERMANENT STORMWATER MANAGEMENT SYSTEMS AND OTHER INFORMATION REQUIRED BY THE GENERAL PERMIT FOR THREE YEARS FOLLOWING THE NOTICE OF TERMINATION.

6. THE OPERATOR MUST ASSIGN A TRAINED INDIVIDUAL(S) (PURSUANT TO SECTION 21) TO OVERSEE THE IMPLEMENTATION, MAINTENANCE, AND REPAIR OF BMPS. THIS INDIVIDUAL(S) SHALL ALSO PERFORM INSPECTIONS, REVISE/AMEND THE SWPPP (DOCUMENT IN SWPPP AS NECESSARY), AND BE AVAILABLE FOR AN ONSITE INSPECTION WITHIN 72 HOURS UPON REQUEST BY THE PERMITTED OWNER (OR ITS DESIGNEE), LOCAL GOVERNMENT UNITS, OR MPCA. MNDOT LEAD PROJECTS REQUIRE AVAILABLE ONSITE INSPECTION WITHIN 24 HOURS.

POLLUTION PREVENTION MANAGEMENT MEASURES

POTENTIAL SOURCES OF POLLUTANTS FROM CONSTRUCTION ACTIVITIES INCLUDE:
- SEDIMENT AND FUGITIVE DUST GENERATED FROM CLEARING AND GRUBBING, IMPORT/EXPORT OPERATIONS, REMOVALS/COMPACTION, MASS/FINE GRADING, EXCAVATIONS, TRENCHING, TOPSOIL STRIPING STOCKPILING, WET/DRY PAVEMENT CUTTING, STREET CONSTRUCTION.

P.C. DATE: 12/23/2022 3:16 PM

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PROJECT

EIG14T

02B KIDS

COTTAGE GROVE MINNESOTA

ISSUE SCHEDULE		
DATE	DESCRIPTION	BY
11/02/22	CITY SUBMITTAL #1	ARA
12/23/22	CITY SUBMITTAL #1	ARA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	22-27647
FILE NAME	27647 CD-DETAILS
DRAWN BY	MJE / CST
DESIGNED BY	MJE / CST
REVIEWED BY	ARA

TITLE

STORMWATER POLLUTION PREVENTION PLAN NARRATIVE

SHEET

C920

PRELIMINARY NOT FOR CONSTRUCTION

PRELIMINARY NOT FOR CONSTRUCTION

- BASIC/ACIDIC PH LEVELS FROM CURB AND GUTTER, MANHOLE STRUCTURES, SIDEWALKS, DRIVEWAY APRONS, FOUNDATIONS, BRIDGE ABUTMENTS, WET/DRY PAVEMENT CUTTING, MASONRY WASHOUT/CLEANOUT.
- EXCESS NUTRIENTS FROM LANDSCAPING INSTALLATIONS, SOIL ADDITIVES, FERTILIZATION, MULCHING
- HYDROCARBONS FROM STREET CONSTRUCTION, DEMOLITION/REMOVALS, WET/DRY PAVEMENT CUTTING

OPERATOR WILL COMPLY WITH ALL OF THE POLLUTION PREVENTION AND MANAGEMENT MEASURES IDENTIFIED IN THE NPDES-CSW PERMIT. OPERATOR WILL SUBMIT A SPILL PREVENTION AND RESPONSE PLAN (SPRP) TO THE ENGINEER PRIOR TO ANY CONSTRUCTION ACTIVITY. THE SPRP MUST SATISFACTORILY ADDRESS (AT A MINIMUM) THE FOLLOWING NPDES REQUIREMENTS BY THE PROPOSED IMPLEMENTATION AND MAINTENANCE OF APPROPRIATE BMPS:

NO-EXPOSURE: CONSTRUCTION AND BUILDING PRODUCTS (THAT HAVE THE POTENTIAL TO LEACH POLLUTANTS), PESTICIDES, HERBICIDES, INSECTICIDES, FERTILIZERS, TREATMENT CHEMICALS, AND LANDSCAPING MATERIALS MUST BE UNDER COVER (PLASTIC SHEETING OR TEMPORARY ROOFS) TO MINIMIZE CONTACT WITH STORMWATER AND PRECIPITATION.

SOLID WASTE: (SEDIMENT, ASPHALT, CONCRETE MILLINGS, CONSTRUCTION, AND DEMOLITION DEBRIS) AND OTHER WASTES MUST BE DISPOSED OF PROPERLY AND SHALL COMPLY WITH MPCA DISPOSAL REQUIREMENTS (CH. 7035).

HAZARDOUS MATERIALS: (E.G. GAS, DIESEL, OIL, ANTIFREEZE, PAINT SOLVENTS, SOAPS, DETERGENTS, WOOD PRESERVATIVES, CLEANING SOLVENTS, CURING COMPOUNDS, ACIDS, ETC.) MUST BE STORED IN SEALED CONTAINERS. SECONDARY SPILL CONTAINMENT IS REQUIRED FOR ALL MATERIALS IF STORED ON-SITE FOR MORE THAN 24 CONSECUTIVE HOURS (DOUBLE WALLED TANKS ARE ACCEPTABLE FOR SECONDARY CONTAINMENT). STORAGE AND DISPOSAL OF HAZARDOUS WASTES AND MATERIALS MUST BE IN COMPLIANCE WITH MPCA REGULATIONS (CH. 7045). NO ENGINE DEGREASING ALLOWED ON THE PROJECT SITE.

PORTABLE TOILETS: MUST BE POSITIONED AND SECURED SO THEY ARE NOT TIPPED OR KNOCKED OVER. SANITARY WASTE MUST BE PROPERLY DISPOSED OF IN ACCORDANCE WITH MPCA REGULATIONS (CH. 7041).

SPILLED OR LEAKED CHEMICALS: REASONABLE STEPS TO PREVENT THE DISCHARGE OF SPILLED OR LEAKED CHEMICALS, INCLUDING FUEL, FROM ANY AREA WHERE CHEMICAL OR FUEL WILL BE LOADED OR UNLOADED. PROCEDURES FOR SPILL RESPONSE AND MATERIALS FOR CONTAINMENT, CLEANUP (DRIP PANS, ABSORBENTS, AND SPILL KITS) AND APPROPRIATE DISPOSAL SHALL BE AVAILABLE AT ALL TIMES ON-SITE. PERMITEES MUST REPORT AND CLEAN UP SPILLS IMMEDIATELY AS REQUIRED BY MINNESOTA STATUTE 115.061.

EQUIPMENT/VEHICLE WASHING: WHEN VEHICLE/EQUIPMENT WASHING MUST OCCUR ON-SITE, THE ACTIVITY IS LIMITED TO A CONTAINED PORTION OF THE STAGING AREA, UNLESS INFEASIBLE THROUGH A SWPPP AMENDMENT. SOAPS, DETERGENTS, AND SOLVENTS ARE TO BE USED AND STORED PROPERLY. RUNOFF MUST BE CONTAINED FROM THE WASHING AREAS AND DISPOSED OF PROPERLY.

CONCRETE, STUCCO, PAINT, CURING COMPOUNDS, SOLVENTS, AND OTHER WASHOUT WASTES: TEMPORARY OR LONG-TERM STORAGE OF WASHOUT WASTE IS PROHIBITED ON-SITE (SLURRY MUST BE HAULED IMMEDIATELY OFF-SITE). OPERATOR MUST SUBMIT A CONCRETE WASHOUT PLAN TO THE PROJECT ENGINEER FOR APPROVAL OF ALL ON-SITE WASHOUT LOCATIONS. ON-SITE WASHOUT LOCATIONS MUST BE LOCATED 200 FEET FROM AN ENVIRONMENTALLY SENSITIVE AREA AND SURFACE WATERS, HAVE "CONCRETE WASHOUT AREA" SIGNAGE, AND BE CONTAINED IN A LEAK PROOF CONTAINER OR IMPERMEABLE LINER. LIQUID AND SOLID WASTES SHOULD NOT CONTACT THE GROUND (UNLESS PERMITTED IN THE CONCRETE WASHOUT PLAN), BE CONTAINED TO PREVENT RUNOFF FROM THE WASHOUT LOCATION, AND MUST BE DISPOSED OF PROPERLY AND IN COMPLIANCE WITH MPCA REGULATIONS.

BURNING: BURNING OF GARBAGE, CONSTRUCTION DEBRIS, TREES, BRUSH, OR OTHER VEGETATIVE MATERIAL IS NOT ALLOWED ON SITE, UNLESS PRIOR APPROVAL IS GRANTED BY THE OWNER.

CONSTRUCTION ACTIVITY REQUIREMENTS: EROSION PREVENTION PRACTICES, PROCEDURES, & MAINTENANCE STANDARDS

THE OPERATOR IS RESPONSIBLE FOR THE INSTALLATION, OPERATION, AND CONTINUED MAINTENANCE OF ALL TEMPORARY AND PERMANENT WATER QUALITY MANAGEMENT BMPS, AS WELL AS ALL EROSION PREVENTION AND SEDIMENT CONTROL BMPS, FOR THE DURATION OF THE CONSTRUCTION WORK AT THE SITE, UNTIL FINAL STABILIZATION IS ACHIEVED. ALL BMPS MUST BE ADEQUATELY LOCATED, DESIGNED, INSTALLED, AND MAINTAINED TO PREVENT EROSION FROM A MINIMUM 0.5 INCH TOTAL RAINFALL EVENT WITHIN 24 HOURS.

ALL NONFUNCTIONAL BMPS MUST BE REPAIRED, REPLACED, OR SUPPLEMENTED WITH FUNCTIONAL BMPS BY THE END OF THE NEXT BUSINESS DAY AFTER DISCOVERY, OR AS SOON AS FIELD CONDITIONS ALLOW ACCESS UNLESS ANOTHER TIME FRAME IS SPECIFIED IN THE SWPPP. ALL ERODED MATERIAL THAT LEAVES THE SITE SHALL BE COLLECTED BY THE OPERATOR AND RETURNED TO THE SITE AT THE OPERATOR'S EXPENSE AND INCIDENTAL TO THE PROJECT COST.

TEMPORARY OR PERMANENT STABILIZATION SHALL BE INITIATED AS SOON AS POSSIBLE, BUT NO LATER THAN THE END OF THE NEXT WORK DAY FOLLOWING THE DAY EARTH-DISTURBING ACTIVITIES IN THAT PORTION OF THE SITE HAS TEMPORARILY OF PERMANENTLY CEASED. ALL EXPOSED SOIL AREAS SHALL BE STABILIZED WITHIN 14 DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED. INITIATED STABILIZATION IS DEFINED AS COMPLETING ONE (OR MORE) OF THE FOLLOWING: SOIL PREPARATION FOR VEGETATION, MULCHING (OR OTHER TEMPORARY NON-VEGETATIVE BMP), SEEDING/PLANTING, OR SCHEDULING STABILIZATION MEASURES TO BE FULLY INSTALLED AND COMPLETED WITHIN THE 14 DAY TIMEFRAME.

ALL EXPOSED SOILS WITHIN 200 FEET AND DRAINING TO A DNR PUBLIC WATERS MUST BE STABILIZED WITHIN 24 HOURS OF TEMPORARILY OR PERMANENTLY CEASING WORK, DURING THE FISH SPAWNING PERIOD.

TEMPORARY STABILIZATION BMPS SHALL ONLY BE IMPLEMENTED WHEN PERMANENT STABILIZATION BMPS CANNOT BE IMPLEMENTED WITHIN THE 14 DAY TIMEFRAME FOR EXPOSED SOILS.

TEMPORARY/PERMANENT DRAINAGE DITCHES & SWALES: THE NORMAL WETTED PERIMETER (2-YEAR, 24-HOUR PRECIPITATION EVENT) OF ANY TEMPORARY OR PERMANENT DRAINAGE DITCH, CHANNEL, OR SWALE THAT DRAINS WATER FROM ANY PORTION OF THE CONSTRUCTION SITE, OR DIVERTS WATER AROUND THE SITE, MUST BE STABILIZED WITHIN THE LAST 200 LINEAL FEET FROM THE PROPERTY EDGE, OR FROM THE POINT OF DISCHARGE INTO ANY SURFACE WATER WITHIN 24 HOURS OF CONNECTION. STABILIZATION REMAINING OF THE REMAINING PORTIONS OF THE CHANNEL MUST BE STABILIZED WITHIN 14 DAYS. ALL STORMWATER CONVEYANCE CHANNELS MUST USE EROSION CONTROL AND VELOCITY DISSIPATION DEVICES WITHIN AND ALONG THE LENGTH OF THE CHANNEL AND AT ANY OUTLETS. TEMPORARY OR PERMANENT DITCHES OR SWALES THAT ARE BEING USED AS A TEMPORARY SEDIMENT CONTAINMENT SYSTEM (WITH PROPERLY DESIGNED ROCK DITCH CHECKS, BIO ROLLS, SILT DIKES ETC.) DO NOT NEED TO BE STABILIZED. THESE AREAS HOWEVER MUST BE STABILIZED WITHIN 24 HOURS AFTER NO LONGER BEING USED AS A SEDIMENT CONTAINMENT SYSTEM. MULCH, HYDROMULCH, TACKIFIER, OR POLYACRCRYLAMIDE BELOW THE WETTED PERIMETER OF A DITCH, SWALE, OR OTHER SURFACE WATER CONVEYANCE IS NOT ACCEPTABLE STABILIZATION.

EROSION CONTROL BLANKETS/MATS: OPERATOR SHALL VERIFY DURING REGULAR INSPECTIONS THAT NO GULLIES, RILLS, OR SCOUR HOLES HAVE FORMED UNDER EROSION CONTROL BLANKETS AND MATS. ALL REPAIRS MUST BE COMPLETED WITHIN 24 HOURS OF DISCOVERY, OR AS SOON AS FIELD CONDITIONS ALLOW ACCESS.

MULCH: OPERATOR MUST APPLY MULCH IN A UNIFORM PATTERN OVER THE DISTURBED SOILS, TO ACHIEVE A MINIMUM OF 90% GROUND COVER.

DUST CONTROL: DUST FROM THE SITE WILL BE CONTROLLED BY INCREASED STREET SWEEPING AND/OR USING A MOBILE PRESSURE-TYPE DISTRIBUTOR TRUCK TO APPLY POTABLE WATER TO DISTURBED AREAS. THE MOBILE UNIT WILL APPLY WATER AT A RATE NECESSARY TO PREVENT RUNOFF AND PONDING.

STORM SEWER OUTLETS: PIPE OUTLETS MUST HAVE TEMPORARY OR PERMANENT ENERGY DISSIPATION WITHIN 24 HOURS AFTER HYDRAULIC CONNECTION TO A RECEIVING SURFACE WATER.

CONSTRUCTION ACTIVITY REQUIREMENTS: SEDIMENT CONTROL PRACTICES, PROCEDURES, & MAINTENANCE STANDARDS

DOWNGRADIENT SYSTEMS: IF THE DOWNGRADIENT TREATMENT SYSTEM IS OVERLOADED, ADDITIONAL UP GRADIENT SEDIMENT CONTROL PRACTICES OR REDUNDANT BMPS MUST BE INSTALLED TO ELIMINATE THE OVERLOADING, AND THE SWPPP MUST BE AMENDED TO IDENTIFY THESE ADDITIONAL PRACTICES.

PERIMETER CONTROL BMPS (SILT FENCES, CHIP/SLASH MULCH SACKS, BIOROLLS, FLOATING SILT CURTAIN, ETC.): PERIMETER CONTROL BMPS SHALL BE INSTALLED ON ALL DOWNGRADIENT PERIMETERS AND UPGRADIENT OF ANY BUFFER AREAS, PRIOR TO INITIATING UPGRADIENT LAND DISTURBANCE ACTIVITIES. UPLAND PERIMETER CONTROLS BMPS SHALL BE PLACED AS CLOSE AS POSSIBLE TO FOLLOW A SINGLE CONTOUR ELEVATION. ALL PERIMETER CONTROL DEVICES MUST BE REPAIRED, REPLACED, OR MAINTAINED WHEN THEY BECOME NONFUNCTIONAL OR THE SEDIMENT REACHES 1/2 OF THE HEIGHT OF THE DEVICE. FLOATING SILT CURTAIN SHALL BE INSTALLED AS CLOSE TO THE SHORELINE AS POSSIBLE FOR SHORELAND/IN-WATER SHORT-TERM CONSTRUCTION ACTIVITIES. IMMEDIATELY AFTER THE SHORT-TERM ACTIVITY IN THAT AREA IS COMPLETE, AN UPLAND PERIMETER CONTROL MUST BE INSTALLED IF EXPOSED SOILS CONTINUE TO DRAIN TO THE SURFACE WATER.

50 FOOT NATURAL BUFFER(S): REFER TO "CONSTRUCTION PHASING/STAGING, BUFFERS, & AREAS NOT TO BE DISTURBED" SECTION OF THIS SWPPP.

TEMPORARY SEDIMENTATION BASINS: WHERE TEN (10) OR MORE ACRES OF DISTURBED SOIL DRAIN TO A COMMON LOCATION, A TEMPORARY SEDIMENT BASIN MUST BE PROVIDED PRIOR TO RUNOFF LEAVING THE CONSTRUCTION SITE OR ENTERING SURFACE WATERS. ALL TEMPORARY BASINS SHALL BE CONSTRUCTED AND OPERATIONAL PRIOR TO GRADING TEN (10) OR MORE ACRES. BASINS MUST PROVIDE A LIVE STORAGE VOLUME FROM A TWO YEAR 24-HOUR STORM EVENT FROM EACH ACRE (DISTURBED AND UNDISTURBED) DRAINING TO THE BASIN OR 1,800 CUBIC FEET OF LIVE STORAGE PER ACRE DRAINED, WHICHEVER IS GREATER, AT A MINIMUM. IF CALCULATIONS ARE NOT PERFORMED THE BASIN SHALL PROVIDE 3,600 CUBIC FEET OF LIVE STORAGE FROM EACH ACRE. THE BASIN INTAKE MUST BE DESIGNED TO WITHDRAW WATER FROM THE SURFACE, PREVENT SHORT CIRCUITING AND THE DISCHARGE OF FLOATING DEBRIS, INCLUDE AN EMERGENCY OVERFLOW ABOVE THE LIVE STORAGE ELEVATION, AND PROVIDE ENERGY DISSIPATION AT THE BASIN OUTLET. BASINS MUST BE DRAINED AND SEDIMENT REMOVED WHEN THE DEPTH OF COLLECTED SEDIMENT IN THE BASIN REACHES 1/2 THE LIVE STORAGE VOLUME. IF A BASIN IS INFEASIBLE WITHIN THE PROJECT LIMITS, EQUIVALENT SEDIMENT CONTROL BMPS MUST BE IMPLEMENTED AND DOCUMENTED IN THE SWPPP OR SWPPP AMENDMENT.

TEMPORARY STOCKPILES: ALL STOCKPILES MUST HAVE SILT FENCE OR EQUIVALENT PERIMETER SEDIMENT CONTROLS IMPLEMENTED AND MAINTAINED AT ALL TIMES. PILES CANNOT BE PLACED IN BUFFER AREAS OR SURFACE WATERS, INCLUDING STORMWATER CONVEYANCES SUCH AS CURB AND GUTTER SYSTEMS, OR CONDUITS AND DITCHES UNLESS THERE IS A BYPASS IN PLACE TO PREVENT STORMWATER RUN-ON INTO THE STOCKPILE. STABILIZATION ON TEMPORARY STOCKPILES WITHOUT SIGNIFICANT SILT, CLAY OR ORGANIC COMPONENTS IS NOT REQUIRED.

CONSTRUCTION SITE ENTRANCE/VEHICLE TRACKING: OPERATOR MUST MINIMIZE SEDIMENT FROM LEAVING THE CONSTRUCTION SITE (OR ONTO STREETS WITHIN THE SITE) BY IMPLEMENTING BMPS SUCH AS ROCK PADS, SLASH MULCH, CONCRETE OR STEEL WASH RACKS, OR EQUIVALENT SYSTEMS. STREET SWEEPING MUST BE USED DAILY DURING CONSTRUCTION OPERATIONS IF SUCH BMPS ARE NOT ADEQUATE TO PREVENT SEDIMENT FROM BEING TRACKED ONTO THE STREET. TRACKED SEDIMENT MUST BE REMOVED FROM ALL PAVED SURFACES (ON AND OFF-SITE) WITHIN 24 HOURS OF DISCOVERY, OR SOONER AS DIRECTED BY THE PROJECT OWNER. MULTIPLE STREET SWEEPINGS AT THE OPERATOR'S EXPENSE MAY BE REQUIRED ON ALL ENTRY/EXIT POINTS TO THE SITE AT THE DISCRETION OF THE PROJECT OWNER.

SURFACE WATERS: INCLUDING OFF-SITE AND DOWNSTREAM DRAINAGE DITCHES, CATCH BASINS, AND CONVEYANCE SYSTEMS, MUST BE INSPECTED FOR EVIDENCE OF EROSION AND SEDIMENT DEPOSITION. THE REMOVAL AND STABILIZATION OF EXPOSED SOILS MUST TAKE PLACE WITHIN SEVEN (7) DAYS OF DISCOVERY UNLESS PRECLUDED BY LEGAL, REGULATORY, OR PHYSICAL ACCESS CONSTRAINTS. IF PRECLUDED, REMOVAL AND STABILIZATION MUST TAKE PLACE WITHIN SEVEN (7) CALENDAR DAYS OF OBTAINING ACCESS. THE PERMITTEES ARE RESPONSIBLE FOR CONTACTING ALL LOCAL, REGIONAL, STATE AND FEDERAL AGENCIES AND RECEIVING ANY APPLICABLE PERMITS, PRIOR TO CONDUCTING ANY WORK.

INLET PROTECTION: ALL STORM DRAIN INLETS (INCLUDING DOWNGRADIENT, OFF-SITE) MUST BE PROTECTED BY APPROPRIATE BMPS DURING CONSTRUCTION UNTIL ALL SOURCES WITH POTENTIAL FOR DISCHARGING TO THE INLET HAVE BEEN STABILIZED. SILT FENCE IS NOT AN ACCEPTABLE CATCH BASIN INLET PROTECTION BMP. CONTACTOR SHALL CLEAN, REMOVE AND DISPOSE OF SEDIMENT, AND/OR REPLACE STORM DRAIN INLET PROTECTION ON A ROUTINE BASIS TO ENSURE THE DEVICE IS FULLY FUNCTIONAL PRIOR TO THE NEXT FORECASTED PRECIPITATION EVENT (30% OR GREATER). INLET PROTECTION MAY BE REMOVED FOR A PARTICULAR INLET IF A SPECIFIC SAFETY CONCERN (STREET FLOODING/FREEZING) HAS BEEN IDENTIFIED BY THE PERMITTEE(S) OR THE JURISDICTIONAL AUTHORITY (E.G. CITY/COUNTY/TOWNSHIP/MNDOT ENGINEER). WRITTEN CORRESPONDENCE REGARDING THE NEED FOR REMOVAL MUST BE DOCUMENTED IN THE SWPPP.

CHEMICAL TREATMENTS: OPERATOR MUST AMEND THE SWPPP TO INCLUDE THE INTENDED USES AND LOCATIONS OF FLOCCULANTS, POLYMERS, AND OTHER SEDIMENTATION TREATMENT CHEMICALS. CHEMICAL TREATMENTS MAY ONLY BE APPLIED IN AREAS WHERE TREATED STORMWATER IS DIRECTED TO A RECEIVING SEDIMENT CONTROL SYSTEM (NOT DIRECTLY DISCHARGED TO NATURAL WATER BODIES). THIS INCLUDES DOCUMENTING THE EXPECTED SOIL TYPES, MANUFACTURER'S RECOMMENDED DOSING, APPLICATION RATES/QUANTITIES, AND MONITORING RESULTS (TURBIDITY, PH).

DEWATERING, STREAM DIVERSION, AND BASIN DRAINING

DEWATERING, STREAM DIVERSION, OR BASIN DRAINING IS NOT ANTICIPATED DURING CONSTRUCTION OF THIS PROJECT. WHEN DEWATERING IS REQUIRED, THE CONTRACTOR SHALL SUBMIT A DEWATERING PLAN AND NARRATIVE TO THE PROJECT ENGINEER FOR APPROVAL PRIOR TO UNDERTAKING THESE ACTIVITIES. DEWATERING PLAN MUST INCLUDE BMP'S TO PREVENT SEDIMENT TRANSPORT, EROSION, AND ADVERSE IMPACTS TO DOWNSTREAM RECEIVING WATERS. THE DEWATERING PLAN MUST ALSO INCLUDE ANY SPECIFIC CHEMICAL TREATMENTS (FLOC, POLYMERS, ETC.) THAT WILL BE USED. IF AN APPROVED TMDL WASTE LOAD ALLOCATION IS ESTABLISHED FOR CONSTRUCTION ACTIVITIES ON A RECEIVING WATERBODY, THE OPERATOR MUST IMPLEMENT ALL NECESSARY BMP'S TO MEET THE ASSIGNED WLA. THE DEWATERING PLAN AND DNR APPROPRIATIONS PERMIT WILL BECOME PART OF THE SWPPP. WATER THAT IS TURBID OR HAS SEDIMENT MUST BE DISCHARGED TO A TEMPORARY OR PERMANENT SEDIMENTATION BASIN (AND/OR OTHER APPROPRIATE BMPS) ON THE PROJECT SITE WHENEVER POSSIBLE. DISCHARGE FROM THE TEMPORARY OR PERMANENT SEDIMENTATION BASIN MUST BE VISUALLY CHECKED TO ENSURE ADEQUATE TREATMENT IS OBTAINED IN THE BASIN AND THAT NUISANCE CONDITIONS (SEE MINN. R. 7050.0210, SUBP. 2), IMPACTS TO WETLANDS, AND EROSION IN RECEIVING CHANNELS OR ON DOWNSLOPE PROPERTIES WILL NOT RESULT FROM THE DISCHARGE. THE DISCHARGE MUST BE DISPERSED OVER NATURAL ROCK RIPRAP, SAND BAGS, PLASTIC SHEETING, OR OTHER ACCEPTED ENERGY DISSIPATION MEASURES. ADEQUATE SEDIMENTATION CONTROL MEASURES AND ADDITIONAL FILTRATION BMPS ARE REQUIRED FOR DISCHARGE WATER THAT CONTAINS SUSPENDED SOLIDS, OIL, OR GREASE.

PERMIT TERMINATION CONDITIONS

PERMIT TERMINATION CONDITIONS ARE ACHIEVED WHEN THE FOLLOWING FOUR PARAMETERS ARE COMPLETED, PRIOR TO SUBMISSION OF THE NOTICE OF TERMINATION TO MPCA.

1. 70% VEGETATIVE COVER: ALL SOIL DISTURBING ACTIVITIES AT THE SITE HAVE BEEN COMPLETED AND ALL EXPOSED SOILS ARE STABILIZED BY A UNIFORM, LIVE PERENNIAL VEGETATIVE COVER WITH A DENSITY OF 70% OVER THE ENTIRE PERVIOUS SURFACE AREA, OR OTHER EQUIVALENT MEANS NECESSARY TO PREVENT SOIL FAILURE UNDER EROSIVE CONDITIONS. REFER TO PART 13.7 IF THE PROJECT IS ON AGRICULTURAL LAND. FOR RESIDENTIAL CONSTRUCTION ONLY, PLEASE REFER TO PART 13.6 OF THE NPDES PERMIT.
2. FINAL CLEAN OUT OF PERMANENT STORMWATER MANAGEMENT SYSTEMS & CONVEYANCE SYSTEMS: ALL ACCUMULATED SEDIMENT MUST BE REMOVED FROM PERMANENT STORMWATER MANAGEMENT SYSTEMS, CONVEYANCE SYSTEMS, AND DITCHES MUST BE STABILIZED WITH PERMANENT COVER. ALL SYSTEMS MUST OPERATE AS DESIGNED.
3. REMOVAL OF ALL TEMPORARY SYNTHETIC BMPS: ALL TEMPORARY SYNTHETIC AND STRUCTURAL EROSION PREVENTION AND SEDIMENT CONTROL BMPS (SUCH AS SILT FENCE) MUST BE REMOVED ON THE PORTIONS OF THE SITE FOR WHICH THE PERMITTEE IS RESPONSIBLE. BMPS DESIGNED TO DECOMPOSE ON SITE (SUCH AS SOME COMPOST LOGS) MAY BE LEFT IN PLACE.
4. OPERATOR PROVIDES THE OWNER ALL INSPECTION AND SWPPP AMENDMENT RECORDS FOR THE PROJECT. OWNER IS RESPONSIBLE FOR KEEPING ALL RECORDS (AS DEFINED IN PART 24.5) ON FILE FOR THREE YEARS AFTER SUBMITTAL OF THE NOTICE OF TERMINATION.

THE CO-PERMITTEES (OWNER AND OPERATOR) MUST SIGN AND SUBMIT THE COMPLETED NOT TO THE MPCA WITHIN 30 DAYS AFTER SELLING/LEGALLY TRANSFERRING THE PROPERTY OR FINAL STABILIZATION IS ACHIEVED. PERMITTEE(S) MAY TERMINATE PERMIT COVERAGE PRIOR TO THE PROJECT COMPLETION IF THE CONDITIONS IN PART 4 OF THE NPDES-CSW PERMIT ARE MET.

PLOT DATE: 12/2/2022 3:16 PM

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PROJECT

EIG14T

02B KIDS

COTTAGE GROVE MINNESOTA

ISSUE SCHEDULE		
DATE	DESCRIPTION	BY
11/02/22	CITY SUBMITTAL #1	ARA
12/23/22	CITY SUBMITTAL #1	ARA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	22-27647
FILE NAME	27647 GN-DETAILS
DRAWN BY	MJE / CST
DESIGNED BY	MJE / CST
REVIEWED BY	ARA

TITLE

STORMWATER POLLUTION PREVENTION PLAN NARRATIVE

SHEET

C921

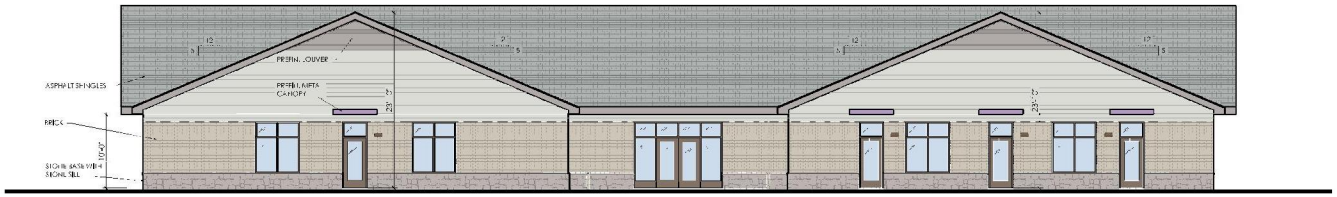
PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION



6 A 101 EAST ELEVATION
SCALE: 1/8"=1'-0"



5 A 101 WEST ELEVATION
SCALE: 1/8"=1'-0"



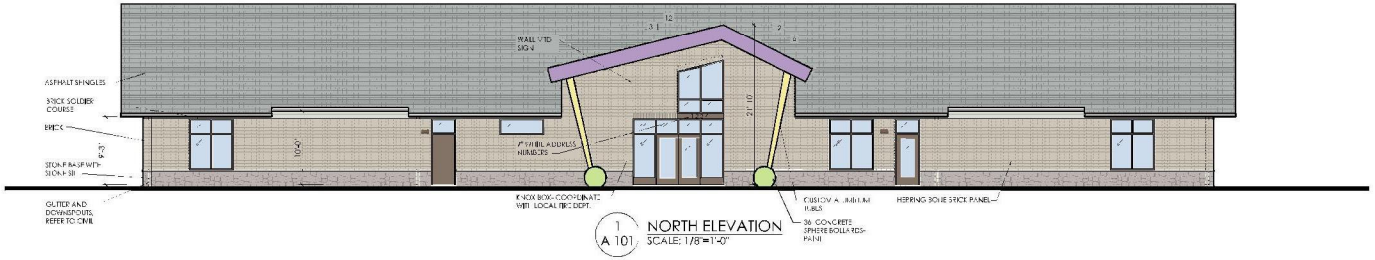
4 A 101 SOUTH ELEVATION
SCALE: 1/8"=1'-0"



3 A 101 EAST ELEVATION
SCALE: 1/8"=1'-0"



2 A 101 WEST ELEVATION
SCALE: 1/8"=1'-0"



1 A 101 NORTH ELEVATION
SCALE: 1/8"=1'-0"

EXTERIOR FINISH LEGEND

MATERIAL	MANUFACTURER	#	DESCRIPTION AND COLOR
ROOF			
ASPHALT SHINGLES	GAF		STYLE: ARCHITECTURAL SHINGLE WOOD SHAKE LOOK PRODUCT LINE: TIMBERLINE HDZ COLOR: BIRCHWOOD
FURRY FASCIA	GAF		STYLE: METAL FASCIA COLOR: CUSTOM, EXTRA COATED, PURPLE
WALL			
BRICK	ALABAMA BRICK	40.3% CLASS 1	SIZE: MODULAR (3 5/8" X 2 1/4" X 7 5/8") RUNNING BOND COLOR: COMBLE
STONE BASE	SCHELLON	14.5% CLASS 1	STYLE: LAVINA STONE COLOR: SIENNA
HORIZONTAL LAP SIDING	LP SMARTSIDING SOLUTIONS	31.5% CLASS 3	SIZE: 8", HZ5 SV 6 PRIME, SV SMOOTH TEXTURE COLOR: CHARCOAL GRAY
SIDING TRIM	LP SMARTSIDING SOLUTIONS		STYLE: LP SMARTSIDE, SMOOTH TEXTURE ACCENT COLOR: TUNDRA GRAY
METAL CANOPY	VAPES		STYLE: CANTILEVER BRACKET SUPPORT CANOPIES COLOR: CUSTOM, EXTRA COATED, PURPLE
WALL LOUVER			STYLE: METAL COLOR: CUSTOM, EXTRA COATED, MATCH SIDING TRIM
WINDOW FRAMES, DOOR FRAMES AND DECORS	ANDERSEN	12.4% CLASS 1	COLOR: DARK BRONZE
WALL SCONCE			STYLE: WALL MOUNTED COLOR: DARK BRONZE
ENTRY FEATURES			
ALUMINUM TUBE RAILING			STYLE: DECORATIVE RAILING COLOR: CUSTOM, YELLOW
SPHERE BOLLARDS			STYLE: 36" DIAMETER COLOR: CUSTOM, GREEN

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Project:

Issued for:
Site Plan Review 12/23/2022

Subject:
ELEVATIONS

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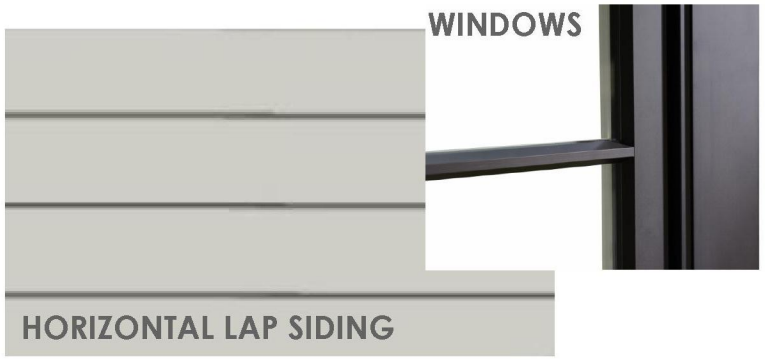
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Job No.
20220715

Sheet No.
A 201









EXTERIOR FINISH LEGEND

MATERIAL	MANUFACTURER	%	DESCRIPTION AND COLOR
ROOF			
ASPHALT SHINGLES	GAF		STYLE: ARCHITECTURAL SHINGLE, WOOD SHAKE LOOK PRODUCT LINE: TIMBERLINE HDZ COLOR: BIRCHWOOD
ENTRY FASCIA	GAF		STYLE: METAL FASCIA COLOR: CUSTOM KYNAR COATED, PURPLE
WALL			
BRICK	ALABAMA BRICK	43.5% CLASS 1	STYLE: MODULAR (3 5/8" x 2 1/4"x 7 5/8"), RUNNING BOND COLOR: CORTEZ
STONE BASE	ECHELON	14.6% CLASS 1	STYLE: LAMINA STONE COLOR: SIENNA
HORIZONTAL LAP SIDING	LP BUILDING SOLUTIONS	26.5% CLASS 3	STYLE: 8", HLP SMARTSIDE, SMOOTH TEXTURE COLOR: QUARRY GRAY
METAL CANOPY	MAPES		STYLE: CANTILEVER BRACKET SUPPORT CANOPIES COLOR: CUSTOM KYNAR COATED, PURPLE
WALL LOUVER			STYLE: METAL COLOR: CUSTOM KYNAR COATED, MATCH SIDING
WINDOW FRAMES, DOOR FRAMES AND DOORS	ANDERSEN	13.5% CLASS 1	COLOR: DARK BRONZE
WALL SCONCE			STYLE: WALL MOUNTED COLOR: DARK BRONZE
ENTRY FEATURES			
ALUMINUM TUBE COLUMNS			STYLE: DECORATIVE, TAPERED COLOR: CUSTOM, YELLOW
SPHERE BOLLARDS			STYLE: 36" DIAMETER COLOR: CUSTOM, GREEN

EIGHT

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Oakdale, MN 55128

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MEMORANDUM

Date: 01/13/2023

To: Amanda Meyer, PE

From: Mike Boex, PE

Subject: 7781 Hardwood Avenue Plan Review
City of Cottage Grove, MN
Project No.: 0N1.129089

This memo summarizes the review of the site plans submitted by ISG, dated 12/23/22.

Site Plan Comments:

Sheet C300:

1. There appear to be some removal notes on the plan from the last submittal and previous driveway location (remove curb note). Please review and revise accordingly.

Sheet C400:

2. Please revise any notes referencing STR-17 to STR-21; this sheet still has a reference to STR-17.
    a. Patching of Hardwood Avenue in front of the driveway apron should depict 5" of bituminous pavement. Please clarify the pavement hatch in this area or note that this area is different than the standard pavement section in the parking lot (4").
3. 10' rads are proposed for the driveway apron, consider 15' or 20' minimum.
4. Street light plans for Hardwood Avenue were provided during the last review. Please show and label conduit on the existing conditions drawing (C200) and note to protect the conduit during installation of the driveway apron. Should conduit be impacted, it shall be replaced by the contractor/developer per the provided drawings.

Sheet C401:

5. Numerous comments related to the turn lane layout have been attached as a figure to this memo. Also attached is the construction plan and striping changes that were implemented in 2022 for the apartment site to the north.

Sheet C402:

6. Revise traffic control to reflect the revised scope of work on sheet C401 and described on comment #5.
7. Please perform the work on the inside and outside lanes of Hardwood Avenue at separate times/phases in order to keep through traffic further away from proposed construction activities.

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Sheet C500:

8. Refer to state plumbing code for storm sewer requirements when the storm system is connected to roof drains.
9. Correct various areas of obstructed text (e.g. ST-1 label).
10. Label all storm structures in plan view.
11. Construct a hydrant access pad per city detail STR-37 and add the detail to the plans.
12. The Department of Labor and Industry (DLI) will look for 10-ft of horizontal separation between watermain and any sewer; please consider moving the proposed storm drain on the west side of the building accordingly.

Sheet C600:

13. Clarify locations of gutter-in vs. gutter-out curb (sometimes called tip-out curb), if any. The response letter that was provided said curb drop locations were provided, however, we are looking for clarification on drainage patterns along the proposed curb.
    a. There appear to be numerous low points without catch basins or areas of flat curb in the current design. For example, an 821.21 elevation on the north side of eastern island and an 820.39 elevation on north side of west island appear to be low on each island. The curb would need to be tipped out so that drainage can freely leave the gutter without ponding, or alternatively a catch basin would need to be added.
    b. Consider revising parking lot grades or providing additional catch basins near the driveway entrance to ensure most site stormwater is captured prior to leaving the site onto Hardwood Avenue.
        i. It appears that the 920.48 elevation on the south side of entrance is low in the curb line; consider adding a catch basing at this location.
    c. Review the -0.5% grade towards the front of the building as it doesn't appear to be correct. Due to the flat longitudinal nature of the sidewalk, all drainage appears as though it will need to be away from the building.
14. Retaining walls:
    a. Retaining walls over four feet (4') in height must be designed by a registered engineer and be submitted to the City for review and approval.
    b. On future submittals please depict top and bottom of wall elevations on the plan.
15. Provide 2% minimum grades within greenspace for drainage.
    a. The swale on north side of the building appears to be less than 1%.
    b. There appears to be a depression on the east side of the building to capture drainage, however, it appears a cleanout is provided in the swale/depression. Please ensure the swale is 2% in grade and evaluate a beehive grate to receive water.

Sheet C700:

16. All obstructions should be located outside of the required sight triangles, including any proposed monument sign.

17. Move the proposed tree to avoid conflict with the hydrant, while staying out of the sight triangle. A 10' separation of tree to the hydrant is recommended.
    a. The property owner will be responsible to trim and maintain trees such that the sight triangles are consistently clear.

Sheet C810:

18. Fence material: it is understood that planning staff is working with the applicant to provide an acceptable product and material.

Stormwater:

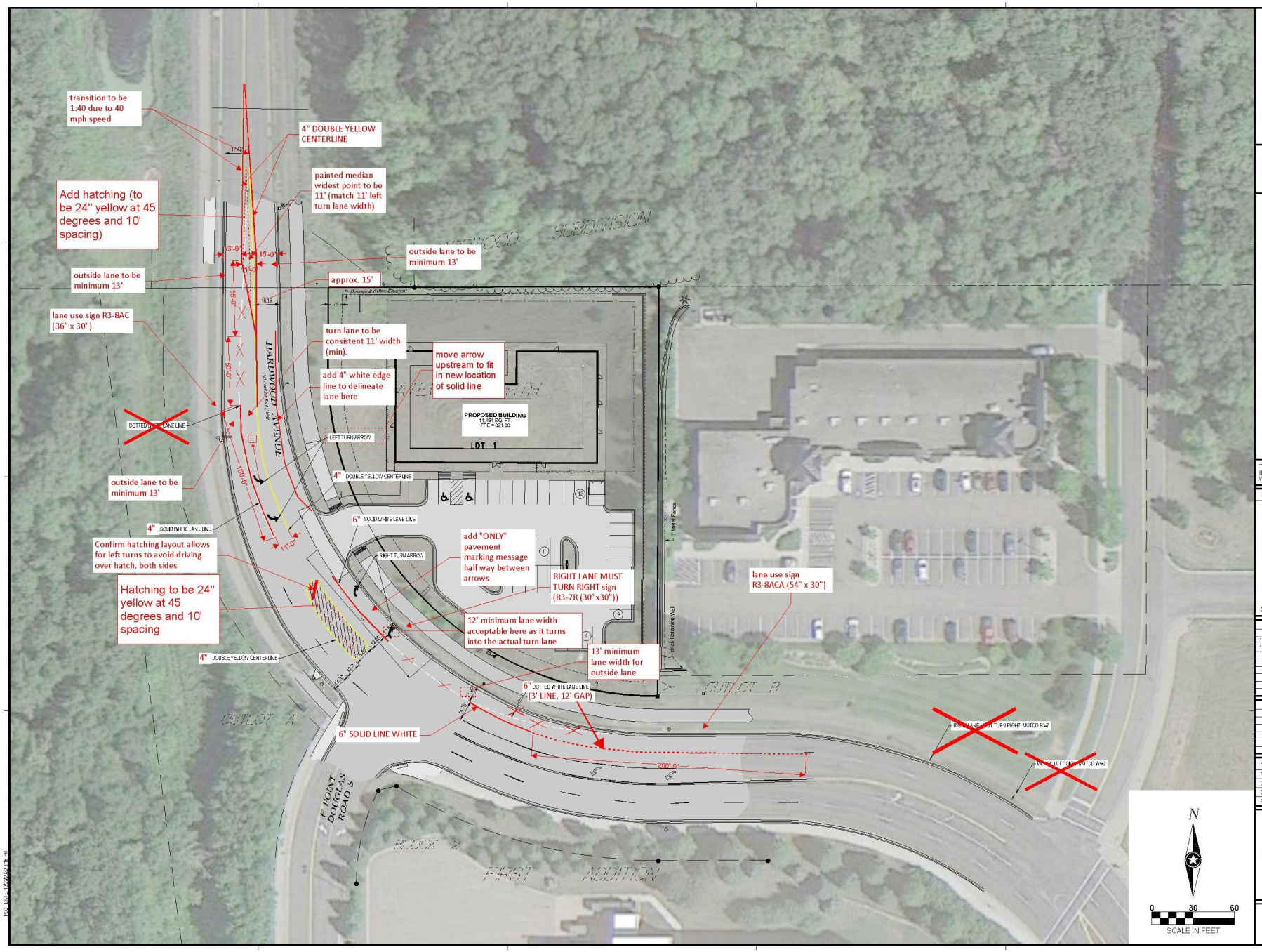
19. It is acknowledged that a revised stormwater plan and modeling was not provided during this submittal, therefore the following comments still apply:
20. Underground Filtration Basin:
    a. Sumps: Please include sumps (see city standard details) on the first storm structure upstream of the underground filtration basin.
    b. Label HWL and EOF: Please label the plans with the expected HWL and surface overflow for the underground filtration basin.
    c. Filtration Basin: Please verify that drawdown of the filtration basin will be within 48 hours. The Construction Stormwater Permit Section 16.8 requires 48-hour drawdown and bypass of excess runoff.
21. Drainage Area Map: The proposed site drainage area map does not indicate how runoff from the proposed building roofs and adjoining areas will be collected and conveyed to the storm drains and/or filter basin. Please update the map.
22. Water Quality:
    a. MIDS: Results from the MIDS model show as area of 1.21 acres was simulated. The HydroCAD model includes an area of 1.44 acres. Please simulate consistent areas within both the hydrology and water quality models or explain why this is not appropriate.
    b. MIDS: Results from the MIDS model indicate an outlet TP load of 0.69 lbs./year. Watershed rules call for TP loading rate of 0.22 lbs./acre/year or existing loading rates, whichever is less since the project site drains to the Mississippi River. The allowable load from the 1.44 acre site is 0.32 lbs./year. Please include additional treatment to achieve the required TP load or consider off-site mitigation for the excess 0.37 lbs. Off-site mitigation credits are available for purchase from the city.
23. Rational Storm Sewer Design:
    a. Rational table catchbasin and pipe labels do not match those listed on Sheet C-500. Please use consistent labels in the plans and rational design spreadsheet.
    b. Drainage areas to some of the catch basin are shown on the Proposed Site drainage map. Please also include the roof drain areas to each drain and the storm pipes collecting the roof water within the map and the rational design spreadsheet.
24. HydroCAD Model:

a. Pond 5P includes a simulated 0.5" Vertical Orifice. A 0.5" orifice is too small and will likely get plugged. Please use an orifice of 3" minimum diameter or explain how clogging will be prevented.

    i. The MPCA Stormwater manual recommends a 3" minimum orifice:

    "It is Highly Recommended that the low flow orifice be adequately protected from clogging by either an acceptable external trash rack (recommended minimum orifice of 3 inches) or by internal orifice protection that may allow for smaller diameters (recommended minimum orifice of 1 inch)."

25. The developer shall execute a stormwater maintenance agreement for the private stormwater basin and the private storm sewer.
26. Models: Please note that digital copies of the final version stormwater models and shapefiles or CAD drawings of existing and proposed drainage areas are to be submitted to the City once the review and revision process is complete.
27. NPDES Construction Stormwater Permit: As this project disturbs more than 1 acre, an NPDES Construction Stormwater Permit and SWPPP will be required.



ISG

EIGHT

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PROJECT

EIG14T

O2B KIDS

COTTAGE GROVE MINNESOTA

ISSUE SCHEDULE		
DATE	DESCRIPTION	BY
11/02/22	CITY SUBMITTAL #1	ARA
12/23/22	CITY SUBMITTAL #1	ARA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	22-27647
FILE NAME	27647 C4-TURN LANE
DRAWN BY	MJE / DBT
DESIGNED BY	MJE / DBT
REVIEWED BY	ARA

TITLE

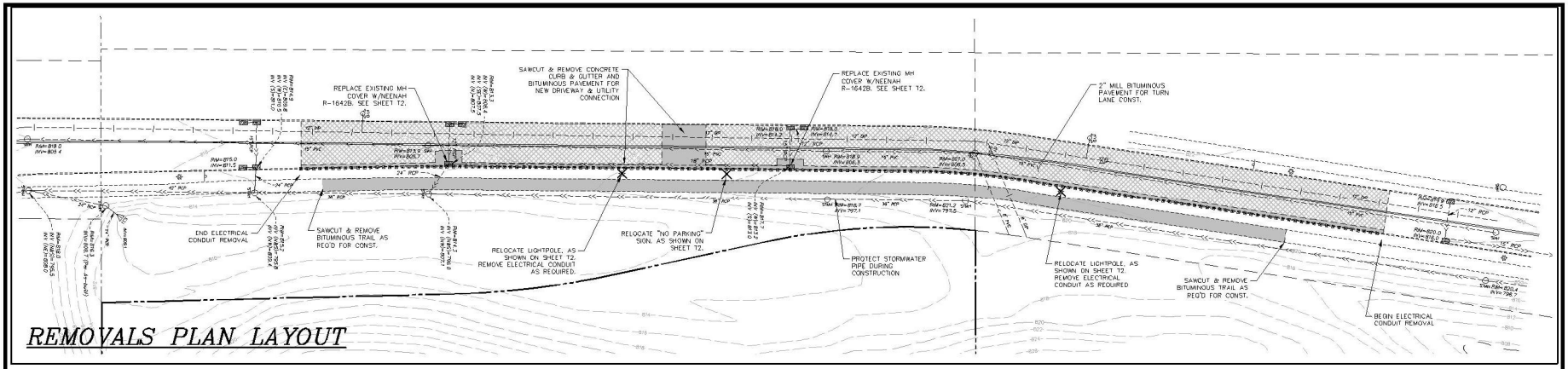
TURN LANE PLAN

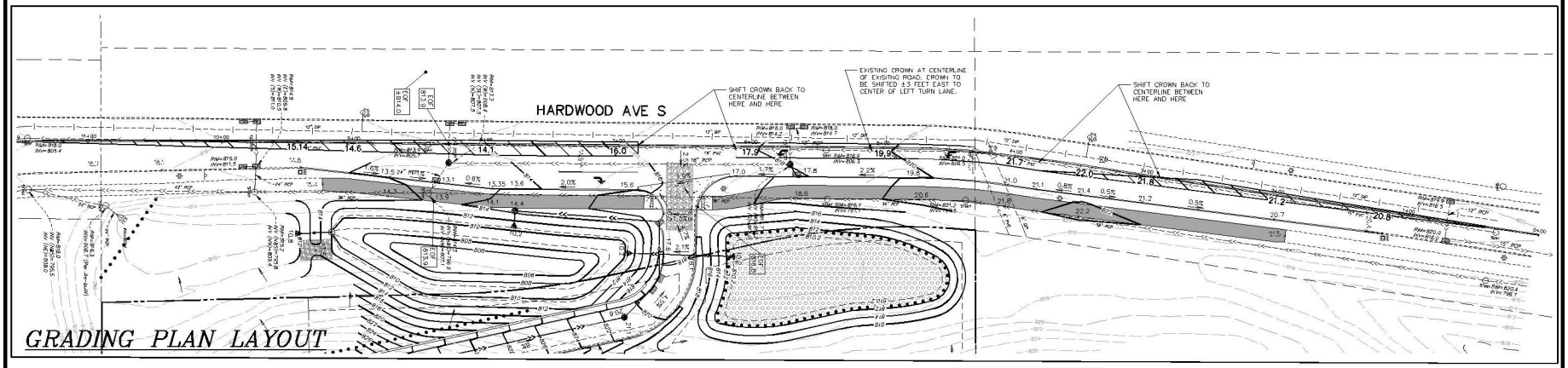
SHEET

C401

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION

PLOT DATE: 12/23/2022 3:16 PM





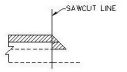
REMOVALS LEGEND

	EXISTING	REMOVALS
PROPERTY LINE		
EASEMENT LINE		
CURB LINE		
BITUMINOUS PAVEMENT		REMOVE
		2" MILL
CONCRETE WALK		AS NOTED
SANITARY SEWER		
WATER MAIN		
STORM SEWER		
MANHOLE		
HYDRANT		
GATE VALVE		
SIGN		
LIGHT POLE		
UTILITY POLE		
WELL		
MAILBOX		
FENCE LINE		
10' CONTOUR		
2' CONTOUR		

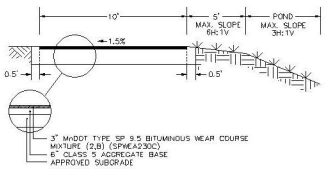
GRADING LEGEND

	EXISTING	PROPOSED
PROPERTY LINE		
EASEMENT LINE		
CURB LINE		
BITUMINOUS PAVEMENT		
CONCRETE WALK		
SANITARY SEWER		
WATER MAIN		
STORM SEWER		
MANHOLE		
HYDRANT		
GATE VALVE		
SIGN		
LIGHT POLE		
UTILITY POLE		
WELL		
MAILBOX		
FENCE LINE		
10' CONTOUR		
2' CONTOUR		
SPOT ELEVATION (CURB ELEVATIONS ARE TO GUTTER LINE)		
TOP OF CURB ELEV. GUTTER LINE ELEV.		T 44.3 G 43.8 E.O.F.
EMERGENCY OVERFLOW		
SILT FENCE		
ROCK CONST. ENTRANCE		

SAWCUT DETAIL

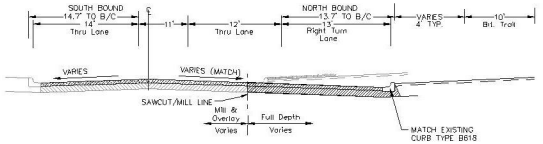


BITUMINOUS TRAIL SECTION



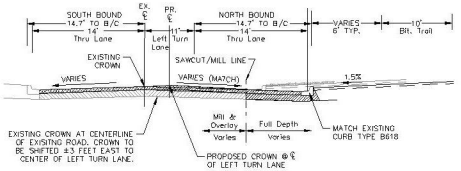
RIGHT TURN LANE SECTION

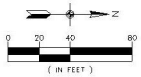
*PAVEMENT SECTION PROVIDED ON DETAIL 1 OF SHEET C8
**ALL CURB SHALL BE B618



LEFT TURN LANE SECTION

*PAVEMENT SECTION PROVIDED ON DETAIL 1 OF SHEET C8
**ALL CURB SHALL BE B618





BENCHMARKS

1. MINNESOTA DEPARTMENT OF TRANSPORTATION OSID STATION #89102 (NAME: WILLIAMS)

ELEVATION = 787.71 FT. (NAVD 88)

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ENGINEERING SURVEYING ENVIRONMENTAL
3890 PHEASANT RIDGE DRIVE NE, SUITE 100, BLAINE, MN 55449
TEL 763.489.7900 \ FAX 763.489.7959 \ CARLSONMCCAIN.COM

TURN LANE - REMOVALS/GRADING & EROSION CONTROL PLAN

COTTAGE GROVE APARTMENTS

Cottage Grove, Minnesota

OPPIDAN
400 Water Street, Suite 200
Excelsior, MN 55331

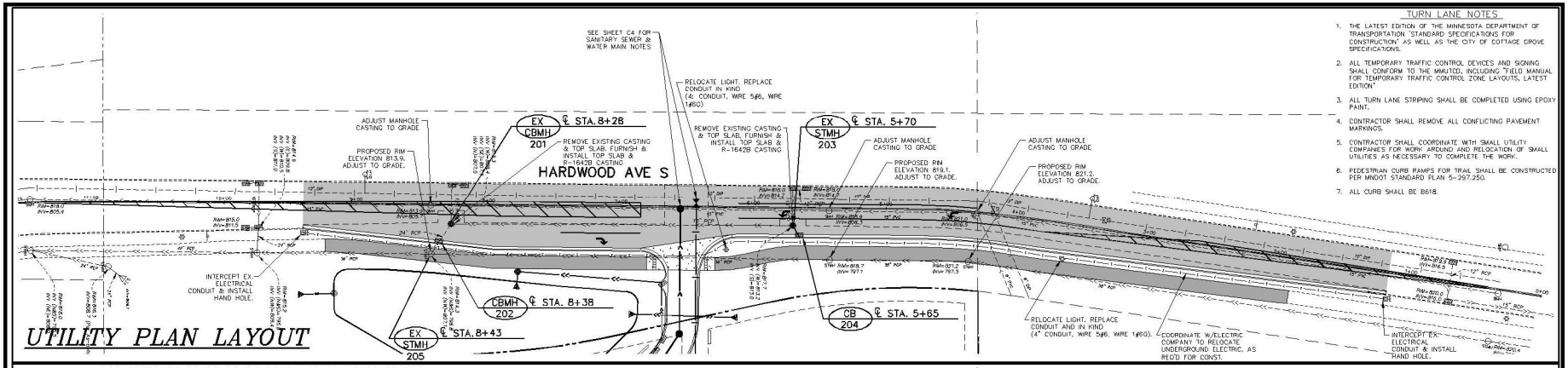
REVISIONS
1. 07/09/21 Permit Set
2. 07/29/21 Per City Comments
3. 09/30/21 Per City Comments
4. 09/09/21 Per City Comments

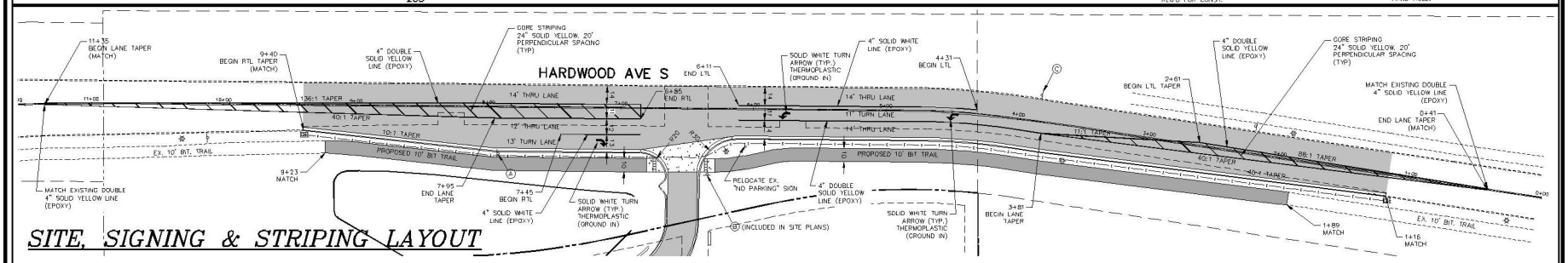
DRAWN BY:	JTR
DESIGNED BY:	JTR
ISSUE DATE:	07/09/21

I hereby certify that this plan, specification or report was prepared by me or under my direct supervisor and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Name: Joseph T. Radach, P.E.
Signature:
Date: 07/09/21 License #: 45889

T1 of 3

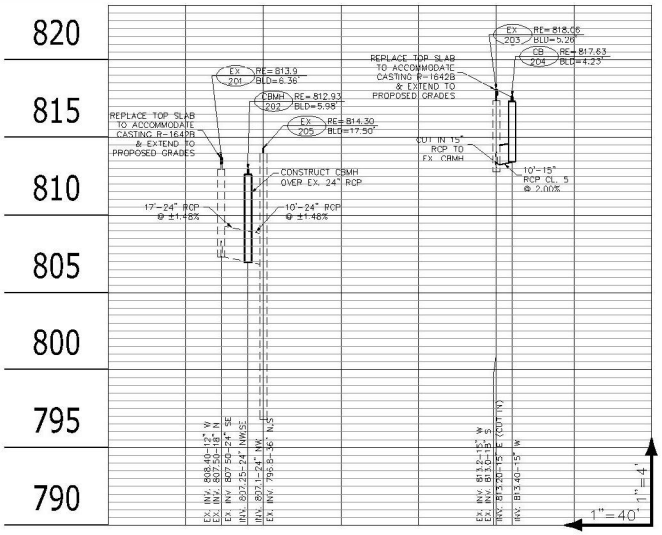




LEGEND

	EXISTING	PROPOSED
PROPERTY LINE		
EASEMENT LINE		
CURB LINE		
BITUMINOUS		
CONCRETE		
SANITARY SEWER		
STORM SEWER		
WATER MAIN		
UNDERGROUND ELECTRIC		
HAND HOLE		
STORM CATCH BASIN		
STORM MANHOLE		
HYDRANT		
GATE VALVE		
SANITARY MANHOLE		
SIGN		
LIGHT POLE		
UTILITY POLE		
WELL		
MAILBOX		
FENCE LINE		

STORM SEWER SCHEDULE		
STRUCTURE		NEENAH CASTING or EQUAL
TYPE & No.	SIZE	
EX. STMH-201	EXISTING	R-1642B
CBMH-202	48" DIA.	R-3067-VB
EX. STMH-203	EXISTING	R-1642B
CB-204	24" X 36"	R-3067-V



SIGN SCHEDULE			
SIGN	SIGN NO.	SIZE	QUANTITY
Ⓐ	R3-7R	30" X 30" (BLACK ON WHITE)	1
Ⓑ	R1-1	30" X 30" (WHITE ON RED)	(INCLUDED IN SITE PLANS)
Ⓒ	R3-8AC	36" X 30" (BLACK ON WHITE)	1

GENERAL NOTES:
1. INSTALL SEDIMENT CONTROL BARRIER INSERTS ON ALL CATCH BASINS (SEE DETAIL).

0 20 40 80
(IN FEET)

BENCHMARKS
1. MINNESOTA DEPARTMENT OF TRANSPORTATION DSID STATION #89102 (NAME: WILLIAMS)
ELEVATION = 787.71 FT. (NAVD 88)

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TURN LANE - UTILITY, SITE, SIGNING & STRIPING PLAN

COTTAGE GROVE APARTMENTS
Cottage Grove, Minnesota

OPPIDAN
400 Water Street, Suite 200
Excelsior, MN 55331

REVISIONS
1. 07/09/21 Permit Set
2. 07/29/21 Per City Comments
3. 09/30/21 Per City Comments
4. 09/09/21 Per City Comments
5. 09/17/21 Per City Comments

DRAWN BY:	JTR
DESIGNED BY:	JTR
ISSUE DATE:	07/09/21

I hereby certify that this plan, specification or report was prepared by me or under my direct supervisor and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Name: Joseph T. Radach, P.E.
Signature:
Date: 07/09/21 License #: 45889

T2 of 3

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MEMORANDUM

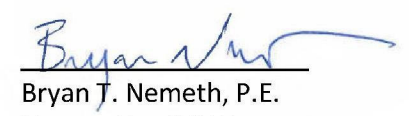
Date: January 13, 2023

To: Amanda Meyer, P.E.
City Engineer, City of Cottage Grove

From: Bryan T. Nemeth, P.E., PTOE

Subject: 7781 Hardwood Avenue Traffic Study
City of Cottage Grove, MN
Project No.: 0N.1129089

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

By: 
Bryan T. Nemeth, P.E.
License No. 43354

Date: January 13, 2023

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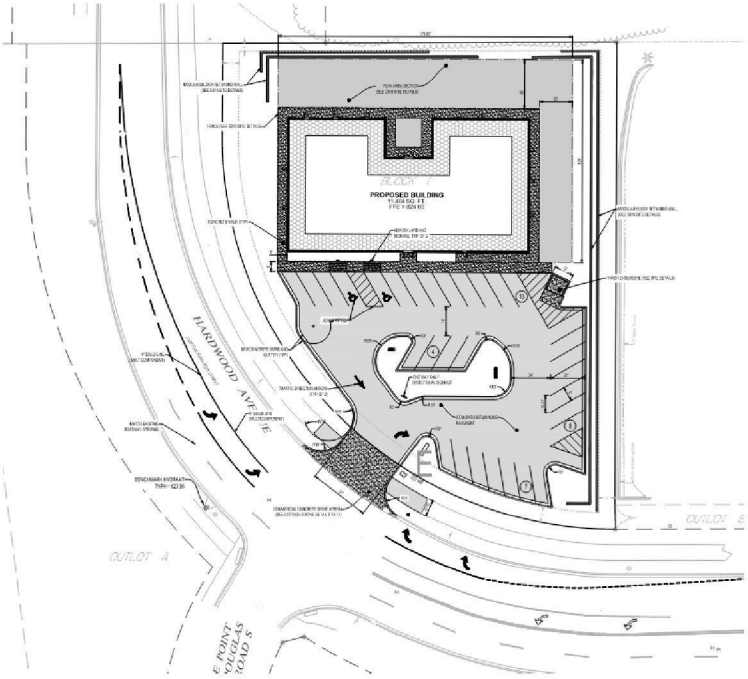
Introduction

This traffic study is being completed to analyze the proposed daycare center development (7781 Hardwood Avenue) near the intersection of Hardwood Avenue and East Point Douglas Road in Cottage Grove, Minnesota. This includes analyzing the operational and safety impacts of the proposed development driveway location.

Driveway Location and Sight Line Review

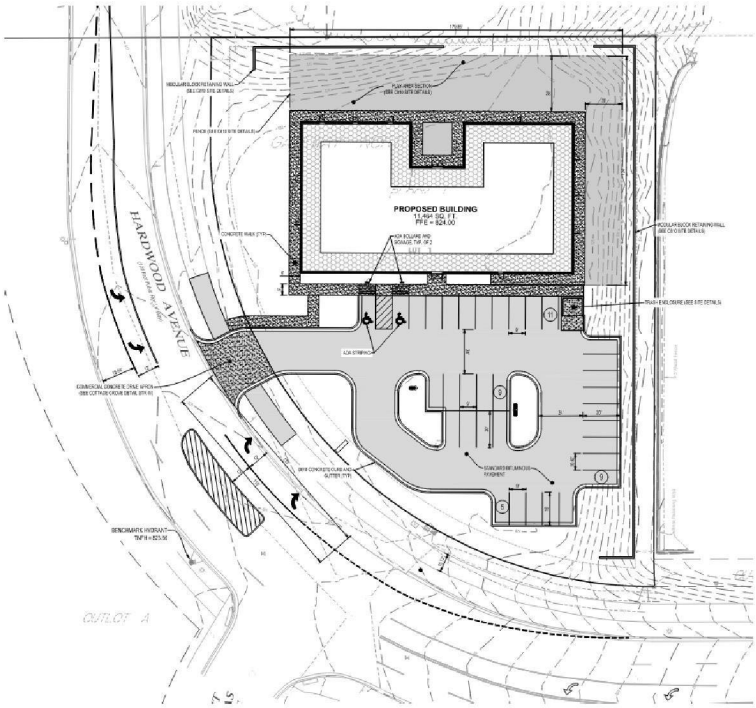
The proposed Daycare Center (11.5K sq. ft building with 33 parking spaces) can be seen in **Figure 1**, below. The original site plan placed the driveway to line up with E Pt Douglas Rd as shown below, however, upon further review of sightlines there were safety concerns with this proposed location if the intersection remains side street stop controlled as it is today. The primary concern is the sight angles with an intersection being located in the inside middle of a curve where the sight angles are greater than 90 degrees in both directions (less than 90 degrees from the driveway to the start of the sight triangle- see attached **Figure A in the Appendix**). The angles between the driveway and the sight triangles are a safety concern (61.58° to the driver's departure right and 68.62° to the driver's departure left), especially when located on the driver's right (left turn out or crossing movements) which require the driver to turn their head to the right and see past other passengers, the passenger seat, and the door frame. In contrast, the sight angles looking to the driver's left would require the driver to lean forward to properly view vehicles.

Figure 1: Original Site Plan (Including driveway at the intersection of East Point Douglas Road)



With the issues of sight lines in this configuration, an alternative location placing the driveway further to the north property line along Hardwood Ave was recommended to alleviate the sight line to the exiting driver's right. A second site plan was developed to help alleviate the difficulty in the field of vision for that movement. The secondary site plan can be seen in **Figure 2,** below.

Figure 2: Altered Site Plan (Driveway to daycare shifts 115 feet north of intersection at East Point Douglas Road)



The altered site plan alleviates some of the sight line concern to the right (see **Figure B in the Appendix**) with 72.63° to the driver's departure right and 56.53° to the driver's departure left and would be preferred over the original driveway location.

Upon further discussion on the driveway location and preference for maintaining one intersection versus two offset intersections if possible, review of the original location with an all-way stop as an alternative to moving the driveway may be considered if the all-way stop can be justified. An all-way stop would eliminate some of the sight line concerns since all traffic is required to stop, but an all-way stop on a curve is not preferred due to mainline sightlines to the all-way stop control and driver expectation for an all-way stop to motorists along Hardwood Ave. Further analysis is provided below to determine if an all-way stop could be applied at this location and if it would operate acceptably.

Existing Conditions

Hardwood Avenue is a four-lane undivided roadway with a 12-foot striped median that transitions to left turn lanes when applicable. West of the intersection with E Pt Douglas Rd, Hardwood Ave transitions to a two-lane undivided roadway. Hardwood Avenue has a 40-mph posted speed limit north of the intersection at E Pt Douglas Rd, and 30 mph posted speed limit east of the intersection. At the existing intersection of Hardwood Ave at E Pt Douglas Rd, the westbound approach has a left turn lane with 150 feet of storage and the northbound approach (E Pt Douglas Rd) has a short right turn lane with approximately 75 feet of storage. E Pt Douglas Rd (northbound approach) is currently stop controlled, while Hardwood Ave has the right of way.

Existing Traffic Volumes

A recent traffic study was completed for potential development and existing traffic operations along Hardwood Avenue at Hardwood Ct, 80th Street, and the shopping area entrance to the south of 80th Street. The turning movement counts at Hardwood Ave and Hardwood Ct were used to estimate the eastbound and westbound thru movements at the study intersection of Hardwood Ave and E Pt Douglas Rd, in lieu of a turning movement count being conducted. Since the intersection is currently a T-intersection, the ITE Trip Generation Manual (11th Edition) was used to determine the daily and peak hour trips on a typical weekday for the apartment buildings that are along E Pt Douglas Rd. The summary of those trips per site are listed in **Table 1**, below:

Table 1. Assumed Existing Trips on Northbound Approach

		AM		PM		Daily	
Site	ITE Code	Entering	Exiting	Entering	Exiting	Entering	Exiting
Senior Adult Housing (85 units)	252	6	11	12	10	138	138
Apartments (184 units)	221	16	53	44	28	418	418

Operational Analysis

The traffic operation analysis for the intersection included an evaluation of existing intersection delay and Level of Service (LOS). LOS results are described using letters ranging from A to F. These letters serve to describe a range of operating conditions for different types of facilities. Levels of Service are calculated based on the Highway Capacity Manual (HCM) 6th Edition, which defines the LOS, based on control delay. Control delay is the delay experienced by vehicles slowing down as they are approaching the intersection, the wait time at the intersection, and the time for the vehicle to speed up through the intersection and enter into the traffic stream. The average intersection control delay is a volume weighted average of delay experienced by all motorists entering the intersection on all intersection approaches. The control delay is modeled within the analysis software, Trafficware Synchro and SimTraffic.

The existing AM and PM peak hour operations are shown in **Table 2**.

Table 2. Existing Traffic Operational Analysis at East Point Douglas Rd

		Traffic Delay (sec/veh)					Traffic Queuing (feet)					
Peak Hour	Approach	Movement (Delay - LOS)			Approach (Delay - LOS)	Intersection (Delay - LOS)	Left Turn		Through		Right Turn	
		L	T	R			Avg	Max	Avg	Max	Avg	Max
AM Peak	EB	-	0 - A	0 - A	0 - A	1 - A	-	-	-	-	-	-
	WB	2 - A	0 - A	-	1 - A		25	50	25	50	-	-
	NB	5 - A	-	3 - A	4 - A		50	75	50	75	50	75
PM Peak	EB	-	0 - A	0 - A	0 - A	1 - A	-	-	-	-	-	-
	WB	3 - A	1 - A	-	2 - A		25	75	25	75	-	-
	NB	7 - A	-	3 - A	4 - A		25	50	25	50	25	50

The existing operations show that the intersection operates with a level of service (LOS) A, with minimal delay and queueing during both peak hours.

Build Analysis

Background Traffic Growth

In keeping consistent with the most recent studies in this area, the same growth rate and future volumes used in previous studies in the area were used in this analysis. Using the 2015 MnDOT Average Daily Traffic (ADT) and 2040 Cottage Grove Comprehension Plan projected ADT on 80th Street at Hardwood Ave, the background growth rate was determined to be 1.3% per year.

Trip Generation

The Institute of Transportation Engineers (ITE) Trip Generation Manual (11th Edition) was used to determine the added daily weekday and peak hour trips anticipated with future proposed and potential development. The total trips generated for the proposed daycare, under construction apartments, and potential apartments are shown in **Table 3** below. See **Figure 3** for the location map of the proposed land development projects in the study area. The proposed development would consist of the daycare at the intersection of Hardwood Avenue (shown in blue), two apartment buildings to the north of the intersection between Hardwood Avenue and Harkness Avenue (shown in yellow- under construction development), and potential apartment buildings to the east and west of the existing senior living on E Pt Douglas Rd S (shown in orange- considered long-term development).

Figure 3: Location Map

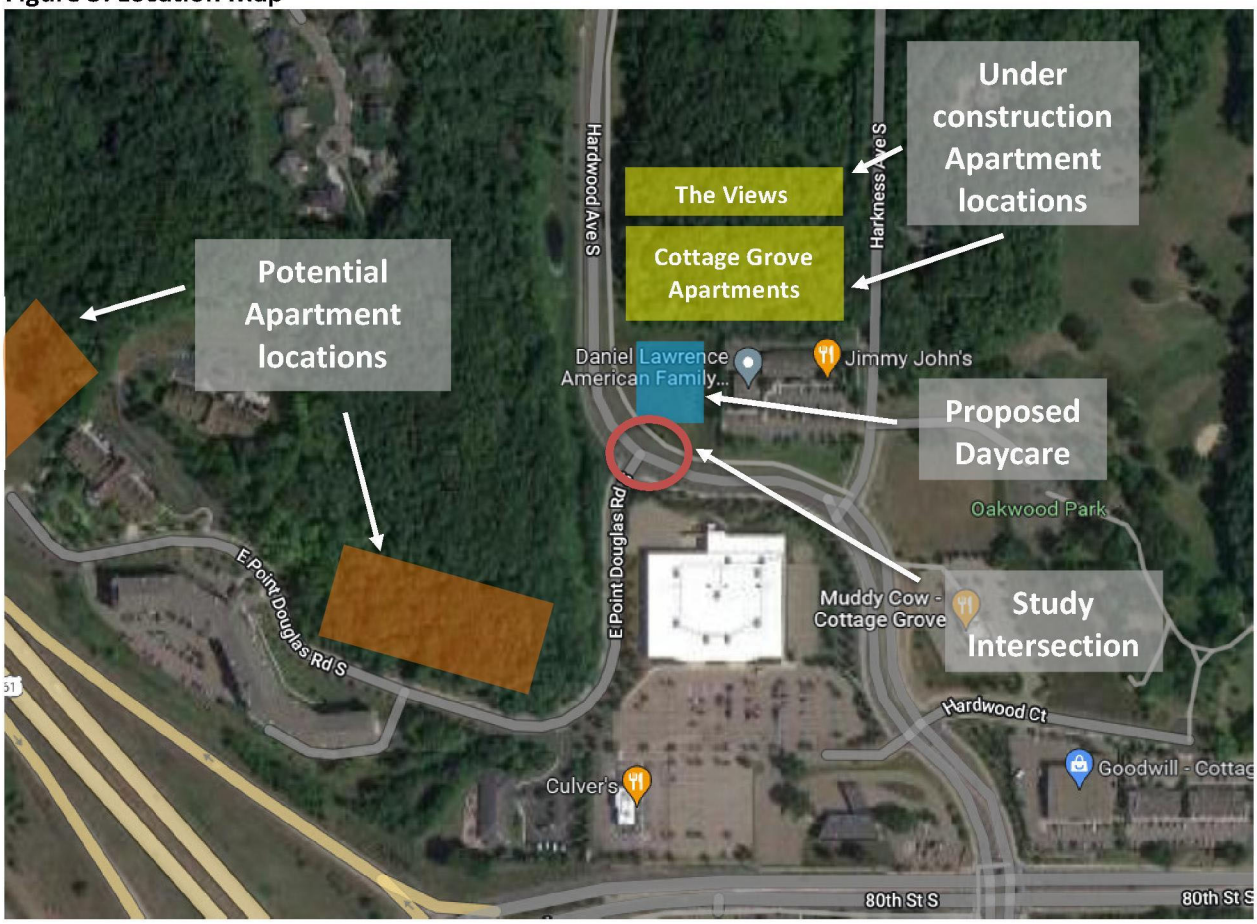


Table 3. Trips Generated with Under Construction, Potential, and Proposed Development

		AM		PM		Daily	
Site	ITE Code	Entering	Exiting	Entering	Exiting	Entering	Exiting
Day Care Center	565	30	97	30	17	273	273
Apartments (31 units) - The Views	221	3	9	8	5	71	71
Apartments (171 units) - Cottage Grove Apts	221	15	49	41	26	389	389
Apartments (120 units)	221	10	35	29	18	273	273
Apartments (98 units)	221	9	28	24	15	223	223

Trip Distribution

The trip distribution used in assigning the site traffic for the proposed developments was estimated using the existing traffic volumes and engineering judgement. All of the trip distribution occurred via east/west split, as the north and south legs are dead ends to residences or the proposed daycare. **Figure 4** shows the breakdown used in previous analysis, which was also assumed for the current analysis.

Figure 4: Trip Distribution



Figure 4 shows how 20% of the traffic from the new development would enter and exit to/from the north and a combined 80% to/from the south.

Traffic Signal Warrant Analysis

An all-way stop control warrant analysis was conducted for the study intersection. Existing, existing plus development, and future (2044) traffic volumes were analyzed. The MnMUTCD states that the need for an all-way stop control shall be considered if one of the following criteria is met:

- Criteria A: Where traffic control signals are justified, an all-way stop can be installed as an interim measure.
- Criteria B: Five or more crashes are reported in a 12-month period that are susceptible to correction by an all-way stop installation.
- Criteria C: Where:
    1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and
    2. Where the combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour. but,
    3. If the 85th-percentile approach speed of the major street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.
- Criteria D: Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.

The intersection volumes would not meet justification for a signal, so Criteria A is not met. There have been four crashes at the intersection in the last 10 years with at most two crashes in a 12-month period, so Criteria B is not met. None of the scenarios meet the volume requirements of the other criteria to justify an all-way stop. Worksheets are included in the **Appendix** detailing the warrant analysis.

Operational Analysis

Traffic operations are considered to determine whether there is an operational need to change to all-way stop control under the existing and proposed future conditions and in support of Criteria C and D. Traffic operations were analyzed assuming the same geometry as exists today at East Point Douglas Rd and with the addition of the turn lanes into the proposed daycare**.** The existing volumes with added traffic from the proposed development AM and PM peak hour operations are shown in **Table 4A (Original Site Plan) and 4B (Altered Site Plan)**.

Table 4A. Existing + Development Traffic Operational Analysis (Original Site Plan)

		Traffic Delay (sec/veh)					Traffic Queuing (feet)					
Peak Hour	Approach	Movement (Delay - LOS)			Approach (Delay - LOS)	Intersection (Delay - LOS)	Left Turn		Through		Right Turn	
		L	T	R			Avg	Max	Avg	Max	Avg	Max
AM Peak	EB	2 - A	0 - A	0 - A	1 - A	2 - A	25	25	25	25	-	-
	WB	2 - A	0 - A	0 - A	1 - A		25	50	-	-	-	-
	NB	6 - A	6 - A	3 - A	4 - A		50	75	50	75	50	75
	SB	6 - A	10 - B	3 - A	6 - A		50	75	50	75	50	75
PM Peak	EB	3 - A	0 - A	0 - A	1 - A	1 - A	25	25	25	25	-	-
	WB	3 - A	0 - A	0 - A	1 - A		25	50	-	-	-	-
	NB	9 - A	10 - B	4 - A	6 - A		25	75	25	75	25	75
	SB	8 - A	8 - A	3 - A	7 - A		25	50	25	50	25	50

Table 4B. Existing + Development Traffic Operational Analysis (Altered Site Plan)

			Traffic Delay (sec/veh)					Traffic Queuing (feet)			
Peak Hour	Intersection	Approach	Movement (Delay - LOS)			Approach (Delay - LOS)	Intersection (Delay - LOS)	Left Turn		Right Turn	
			L	T	R			Avg	Max	Avg	Max
AM	Hardwood Ave at East Point Douglas *Side-Street Stop Controlled*	EB	-	1 - A	-	1 - A	1 - A	-	-	-	-
		WB	2 - A	0 - A	-	1 - A		25	25	-	-
		NB	5 - A	-	3 - A	4 - A		50	75	50	75
	Hardwood Ave at Daycare Driveway Side-Street Stop Controlled	WB	6 - A	-	6 - A	6 - A	2 - A	25	75	25	75
		NB	-	0 - A	0 - A	0 - A		-	-	-	-
		SB	4 - A	0 - A	-	1 - A		0	25	-	-
PM	Hardwood Ave at East Point Douglas *Side-Street Stop Controlled*	EB	-	1 - A	0 - A	1 - A	1 - A	-	-	-	-
		WB	2 - A	0 - A	-	1 - A		25	50	-	-
		NB	7 - A	-	3 - A	4 - A		25	50	25	50
	Hardwood Ave at Daycare Driveway Side-Street Stop Controlled	WB	8 - A	-	7 - A	8 - A	1 - A	25	75	25	75
		NB	-	0 - A	0 - A	0 - A		-	-	-	-
		SB	3 - A	0 - A	-	1 - A		0	25	-	-

The future year (2044) analysis AM and PM peak hour operations are shown in **Table 5A (Original Site Plan) and 5B (Altered Site Plan)**.

Table 5A. Future Year (2044) Traffic Operational Analysis (Original Site Plan)

		Traffic Delay (sec/veh)					Traffic Queuing (feet)					
Peak Hour	Approach	Movement (Delay - LOS)			Approach (Delay - LOS)	Intersection (Delay - LOS)	Left Turn		Through		Right Turn	
		L	T	R			Avg	Max	Avg	Max	Avg	Max
AM Peak	EB	2 - A	0 - A	0 - A	1 - A	2 - A	25	25	25	25	-	-
	WB	2 - A	0 - A	0 - A	1 - A		25	50	-	-	-	-
	NB	9 - A	9 - A	4 - A	6 - A		50	100	50	100	50	100
	SB	8 - A	9 - A	4 - A	8 - A		50	100	50	100	50	100
PM Peak	EB	3 - A	0 - A	0 - A	1 - A	2 - A	25	25	25	25	0	25
	WB	3 - A	1 - A	0 - A	2 - A		25	50	-	-	-	-
	NB	14 - B	13 - B	4 - A	6 - A		50	75	50	75	50	75
	SB	11 - B	11 - B	4 - A	10 - B		25	50	25	50	25	50

Table 5B. Future Year (2044) Traffic Operational Analysis (Altered Site Plan)

Peak Hour	Intersection	Approach	Traffic Delay (sec/veh)					Traffic Queuing (feet)			
			Movement (Delay - LOS)			Approach (Delay - LOS)	Intersection (Delay - LOS)	Left Turn		Right Turn	
			L	T	R			Avg	Max	Avg	Max
AM	Hardwood Ave at East Point Douglas *Side-Street Stop Controlled*	EB	-	1 - A	0 - A	1 - A	2 - A	-	-	-	-
		WB	2 - A	0 - A	-	1 - A		25	50	-	-
		NB	7 - A	-	4 - A	5 - A		50	75	50	75
	Hardwood Ave at Daycare Driveway Side-Street Stop Controlled	WB	7 - A	-	6 - A	7 - A	2 - A	25	75	25	75
		NB	-	0 - A	0 - A	0 - A		-	-	-	-
		SB	3 - A	0 - A	-	1 - A		25	25	-	-
PM	Hardwood Ave at East Point Douglas *Side-Street Stop Controlled*	EB	-	1 - A	0 - A	1 - A	1 - A	-	-	0	25
		WB	3 - A	1 - A	-	2 - A		25	50	-	-
		NB	11 - B	-	4 - A	6 - A		50	75	50	75
	Hardwood Ave at Daycare Driveway Side-Street Stop Controlled	WB	9 - A	-	6 - A	9 - A	1 - A	25	75	25	75
		NB	-	0 - A	0 - A	0 - A		-	-	-	-
		SB	3 - A	0 - A	-	1 - A		0	25	-	-

Both **Tables 4 (A&B)** and **5 (A&B)** show acceptable delay during the peak hours with the proposed side-street stop control under either driveway location. The intersection and all movements operate with LOS A, and traffic queues are minimal during both peak hour and both scenarios analyzed. This indicates that there is not an operational need to implement all-way stop control.

Recommendation

The location of the driveway for the proposed daycare center is recommended to be placed at the second suggested location (Altered Site Plan), northwest of the intersection at E Pt Douglas Rd. With the driveway shifted to the north sightlines are improved for the view angle to the right (north) where traffic speeds are higher and slightly worse view angle to the left (east) where the sight line concern is less, and speeds are lower. The driveway is not recommended to line up with E Pt Douglas Rd with side street stop control due to the sight line concerns.

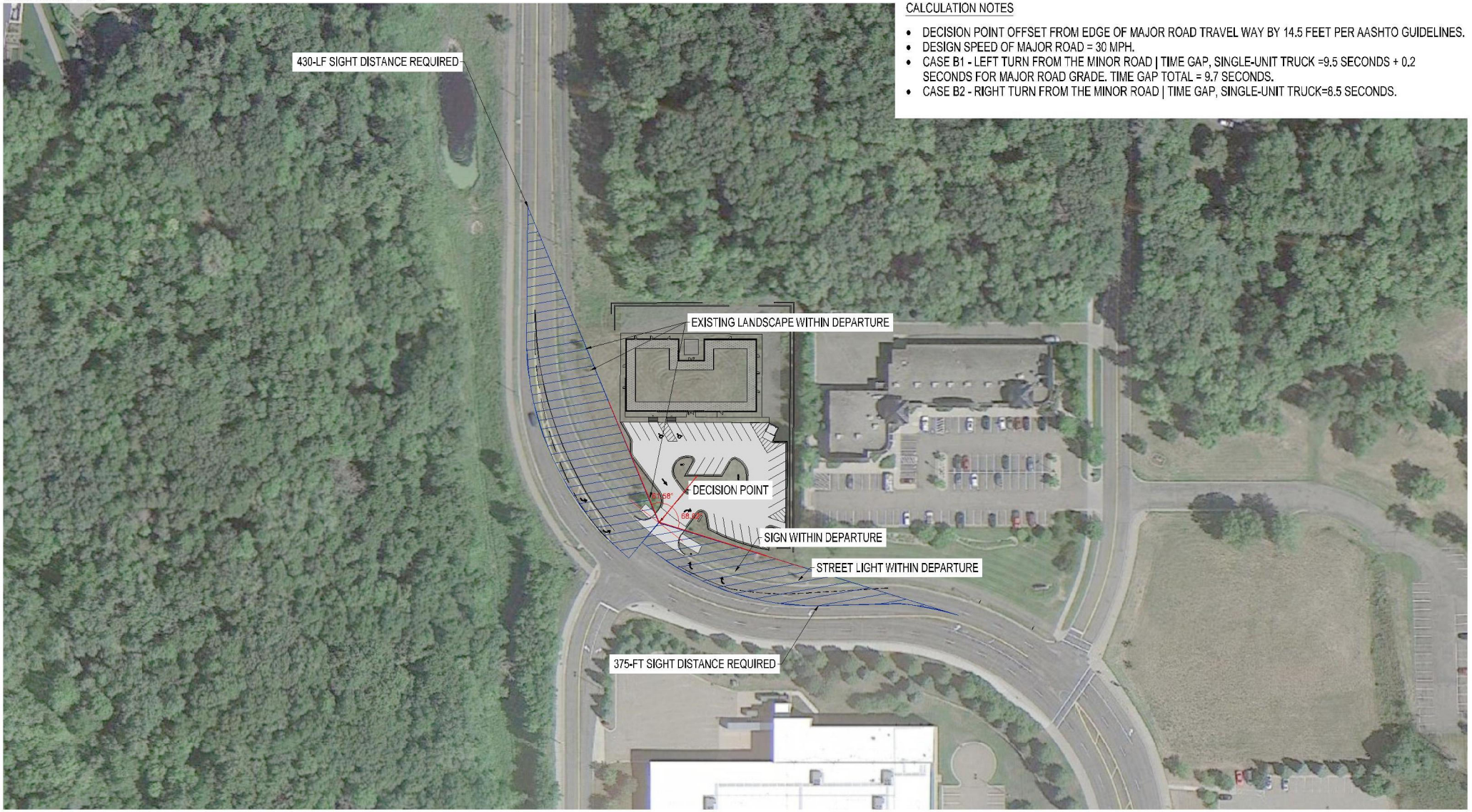
All-way stop control is not recommended to alleviate the sightline concerns with the driveway lining up with E Pt Douglas Rd as the criteria outlined in the MnMUTCD to justify an all-way stop is not met. An unwarranted all-way stop is not recommended for several reasons listed below outlined in the Local Road Research Board (LRRB) Report “Addressing Citizen Requests for Traffic Safety Concerns”:

- Unwarranted stop signs can lead to an increase in crashes due to driver behavior
- Unwarranted stop signs can lead to an increase in speed between intersections to reduce lost time stopping at the stop sign.
- Improperly applied or installed stop signs have poor compliance rates and may create driver confusion.
- Poor compliance rate could lead to further safety issues based on driver behavior and driver expectancy.
- Installing a stop sign could create a false sense of security for motorists, pedestrians, and cyclists.

Appendix

CALCULATION NOTES

- DECISION POINT OFFSET FROM EDGE OF MAJOR ROAD TRAVEL WAY BY 14.5 FEET PER AASHTO GUIDELINES.
- DESIGN SPEED OF MAJOR ROAD = 30 MPH.
- CASE B1 - LEFT TURN FROM THE MINOR ROAD | TIME GAP, SINGLE-UNIT TRUCK =9.5 SECONDS + 0.2 SECONDS FOR MAJOR ROAD GRADE. TIME GAP TOTAL = 9.7 SECONDS.
- CASE B2 - RIGHT TURN FROM THE MINOR ROAD | TIME GAP, SINGLE-UNIT TRUCK=8.5 SECONDS.



DEPARTURE SIGHT TRIANGLES

FIGURE A

SCALE IN FEET 0 50 100

ISG Architecture + Engineering + Environmental + Planning

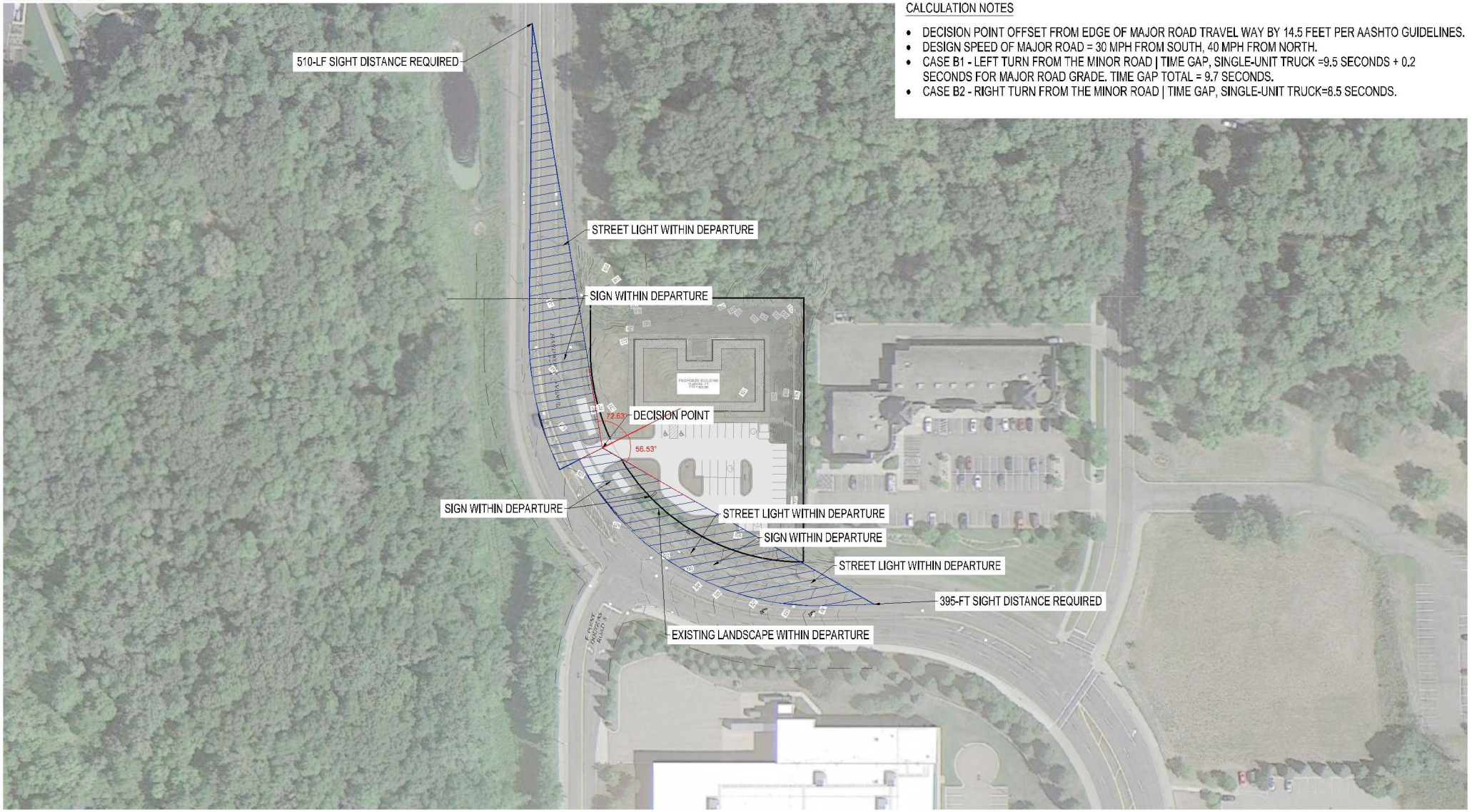
CAD FILE NAME 27647 SIGHT TRIANGLE EXHIBITS

02B KIDS
COTTAGE GROVE, MN - 10/27/2022
ISG PROJECT NO. 22-27647

ISGInc.com

CALCULATION NOTES

- DECISION POINT OFFSET FROM EDGE OF MAJOR ROAD TRAVEL WAY BY 14.5 FEET PER AASHTO GUIDELINES.
- DESIGN SPEED OF MAJOR ROAD = 30 MPH FROM SOUTH, 40 MPH FROM NORTH.
- CASE B1 - LEFT TURN FROM THE MINOR ROAD | TIME GAP, SINGLE-UNIT TRUCK =9.5 SECONDS + 0.2 SECONDS FOR MAJOR ROAD GRADE. TIME GAP TOTAL = 9.7 SECONDS.
- CASE B2 - RIGHT TURN FROM THE MINOR ROAD | TIME GAP, SINGLE-UNIT TRUCK=8.5 SECONDS.



DEPARTURE SIGHT TRIANGLES

FIGURE B

SCALE IN FEET 0 50 100

BOLTON & MENK

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ALL WAY STOP WARRANT ANALYSIS FOR

Hardwood Ave at East Point Douglas Rd
Cottage Grove, Minnesota
Existing Conditions Analysis

LOCATION: Hardwood Ave at East Point Douglas Rd
COUNTY: Washington
REF. POINT:
DATE: 1/9/2023
OPERATOR: CW

Speed	Approach Description	Lanes
30	Major App1: Westbound- Hardwood Avenue	2
40	Major App3: Eastbound- Hardwood Avenue	2
30	Minor App2: Northbound- East Point Douglas Road	1
30	Minor App4: Southbound- Daycare	1

0.70 FACTOR USED? No

					300	200	
HOUR	MAJOR	MAJOR	MINOR	MINOR	MAJOR TOTAL Σ (APP. 1 & APP. 3)	MINOR TOTAL APP. 2 + APP. 4	WARRANT MET
0:00 - 1:00	5	150	1		155	1	/
1:00 - 2:00	6	15	0		21	0	/
2:00 - 3:00	5	0	0		5	0	/
3:00 - 4:00	3	0	0		3	0	/
4:00 - 5:00	2	0	0		2	0	/
5:00 - 6:00	9	0	0		9	0	/
6:00 - 7:00	38	0	1		38	1	/
7:00 - 8:00	41	30	1		71	1	/
8:00 - 9:00	70	15	3		85	3	/
9:00 - 10:00	88	47	8		135	8	/
10:00 - 11:00	102	139	16		241	16	/
11:00 - 12:00	126	155	29		281	29	/
12:00 - 13:00	180	173	51		353	51	X/
13:00 - 14:00	174	233	58		407	58	X/
14:00 - 15:00	151	154	47		305	47	X/
15:00 - 16:00	145	126	52		271	52	/
16:00 - 17:00	170	156	46		326	46	X/
17:00 - 18:00	202	79	55		281	55	/
18:00 - 19:00	179	244	46		423	46	X/
19:00 - 20:00	142	109	48		251	48	/
20:00 - 21:00	136	141	48		277	48	/
21:00 - 22:00	101	49	31		150	31	/
22:00 - 23:00	64	31	18		95	18	/
23:00 - 24:00	21	15	5		36	5	/
		Met (Hr)	Required (Hr)				
Allway Stop Warrant:		0	8		Not satisfied		

REMARKS: _____

BOLTON & MENK

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ALL WAY STOP WARRANT ANALYSIS FOR

Hardwood Ave at East Point Douglas Rd
Cottage Grove, Minnesota
Existing + Development Analysis

LOCATION: Hardwood Ave at East Point Douglas Rd
COUNTY: Washington
REF. POINT:
DATE: 1/9/2023
OPERATOR: CW

Speed	Approach Description	Lanes
30	Major App1: Westbound- Hardwood Avenue	2
40	Major App3: Eastbound- Hardwood Avenue	2
30	Minor App2: Northbound- East Point Douglas Road	1
30	Minor App4: Southbound- Daycare	1

0.70 FACTOR USED? No

					300	200	
HOUR	MAJOR	MAJOR	MINOR	MINOR	MAJOR TOTAL Σ (APP. 1 & APP. 3)	MINOR TOTAL APP. 2 + APP. 4	WARRANT MET
0:00 - 1:00	7	14	2	9	21	11	/
1:00 - 2:00	12	7	0	4	19	4	/
2:00 - 3:00	9	5	0	20	14	20	/
3:00 - 4:00	4	1	0	2	5	2	/
4:00 - 5:00	2	4	0	1	6	1	/
5:00 - 6:00	11	8	0	0	19	0	/
6:00 - 7:00	45	49	1	1	94	2	/
7:00 - 8:00	52	76	1	2	128	3	/
8:00 - 9:00	90	126	3	5	216	8	/
9:00 - 10:00	109	114	9	7	223	16	/
10:00 - 11:00	133	139	16	24	272	40	/
11:00 - 12:00	163	136	30	38	299	68	/
12:00 - 13:00	233	211	53	51	444	104	X/
13:00 - 14:00	226	218	60	53	444	113	X/
14:00 - 15:00	198	169	51	60	367	111	X/
15:00 - 16:00	197	186	55	71	383	126	X/
16:00 - 17:00	221	189	48	52	410	100	X/
17:00 - 18:00	263	215	58	48	478	106	X/
18:00 - 19:00	242	198	47	66	440	113	X/
19:00 - 20:00	189	177	48	56	366	104	X/
20:00 - 21:00	172	141	49	64	313	113	X/
21:00 - 22:00	125	117	32	16	242	48	/
22:00 - 23:00	78	46	19	13	124	32	/
23:00 - 24:00	29	34	5	12	63	17	/

	Met (Hr)	Required (Hr)	
Allway Stop Warrant:	0	8	Not satisfied

REMARKS: _____

BOLTON & MENK

Real People. Real Solutions.

ALL WAY STOP WARRANT ANALYSIS FOR

Hardwood Ave at East Point Douglas Rd
Cottage Grove, Minnesota
Future Year (2044) Analysis

LOCATION: Hardwood Ave at East Point Douglas Rd
COUNTY: Washington
REF. POINT:
DATE: 1/9/2023
OPERATOR: CW

Speed	Approach Description	Lanes
30	Major App1: Westbound- Hardwood Avenue	2
40	Major App3: Eastbound- Hardwood Avenue	2
30	Minor App2: Northbound- East Point Douglas Road	1
30	Minor App4: Southbound- Daycare	1

0.70 FACTOR USED? No

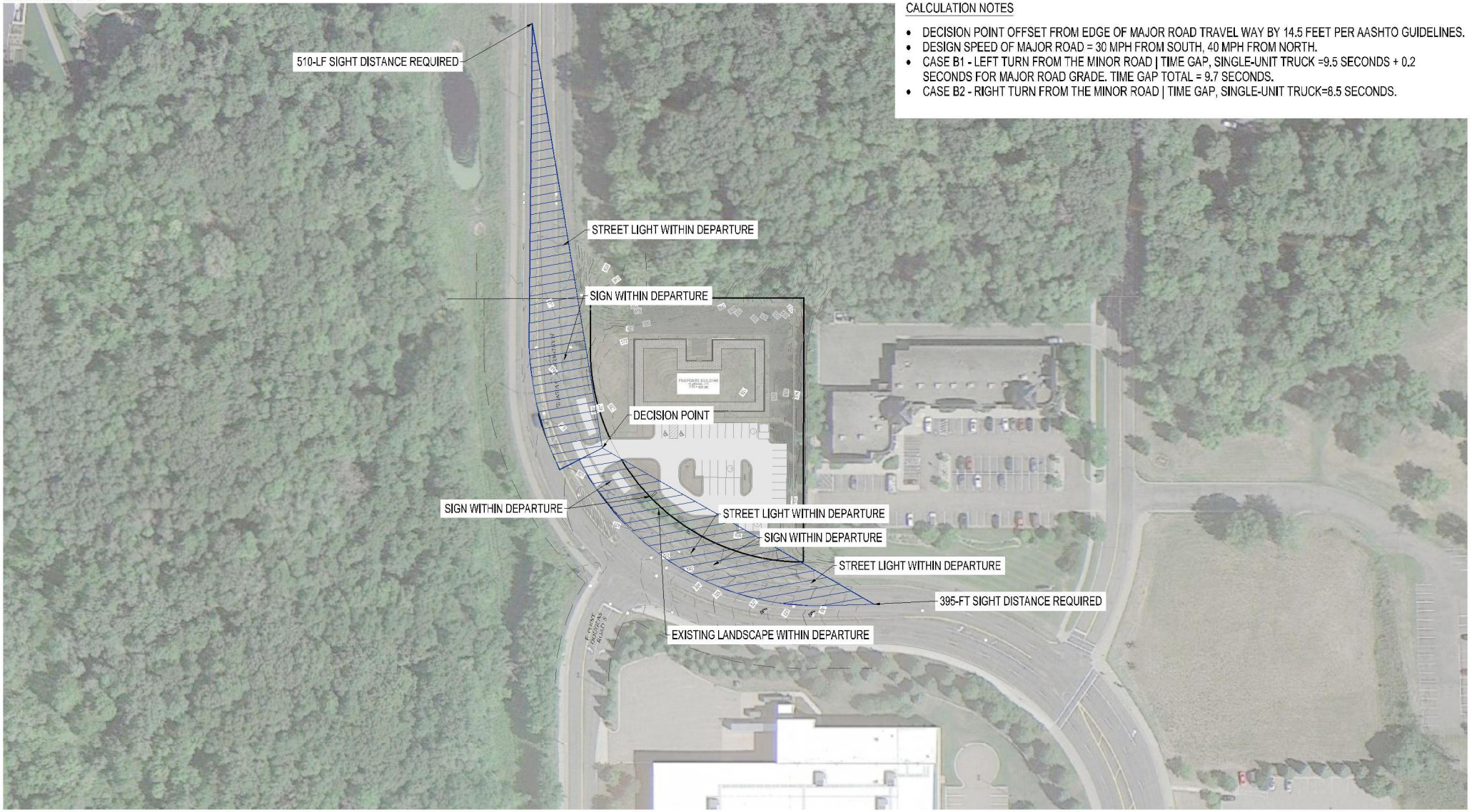
					300	200	
HOUR	MAJOR	MAJOR	MINOR	MINOR	MAJOR TOTAL Σ (APP. 1 & APP. 3)	MINOR TOTAL APP. 2 + APP. 4	WARRANT MET
0:00 - 1:00	9	16	3	9	25	12	/
1:00 - 2:00	14	9	1	4	23	5	/
2:00 - 3:00	11	7	1	20	18	21	/
3:00 - 4:00	5	1	0	2	6	2	/
4:00 - 5:00	3	5	1	1	8	2	/
5:00 - 6:00	14	10	1	0	24	1	/
6:00 - 7:00	62	61	2	1	123	3	/
7:00 - 8:00	70	95	2	2	165	4	/
8:00 - 9:00	122	156	7	5	278	12	/
9:00 - 10:00	152	143	18	7	295	25	/
10:00 - 11:00	185	174	31	24	359	55	X/
11:00 - 12:00	229	171	59	38	400	97	X/
12:00 - 13:00	328	264	104	51	592	155	X/
13:00 - 14:00	317	273	119	53	590	172	X/
14:00 - 15:00	277	210	103	60	487	163	X/
15:00 - 16:00	274	232	109	71	506	180	X/
16:00 - 17:00	308	237	94	52	545	146	X/
17:00 - 18:00	367	267	114	48	634	162	X/
18:00 - 19:00	334	246	91	66	580	157	X/
19:00 - 20:00	264	222	94	56	486	150	X/
20:00 - 21:00	242	177	97	64	419	161	X/
21:00 - 22:00	176	147	65	16	323	81	X/
22:00 - 23:00	110	58	37	13	168	50	/
23:00 - 24:00	39	42	10	12	81	22	/

	Met (Hr)	Required (Hr)	
Allway Stop Warrant:	0	8	Not satisfied

REMARKS: _____

CALCULATION NOTES

- DECISION POINT OFFSET FROM EDGE OF MAJOR ROAD TRAVEL WAY BY 14.5 FEET PER AASHTO GUIDELINES.
- DESIGN SPEED OF MAJOR ROAD = 30 MPH FROM SOUTH, 40 MPH FROM NORTH.
- CASE B1 - LEFT TURN FROM THE MINOR ROAD | TIME GAP, SINGLE-UNIT TRUCK =9.5 SECONDS + 0.2 SECONDS FOR MAJOR ROAD GRADE. TIME GAP TOTAL = 9.7 SECONDS.
- CASE B2 - RIGHT TURN FROM THE MINOR ROAD | TIME GAP, SINGLE-UNIT TRUCK=8.5 SECONDS.



DEPARTURE SIGHT TRIANGLES

SCALE IN FEET 0 50 100

ISG Architecture + Engineering + Environmental + Planning

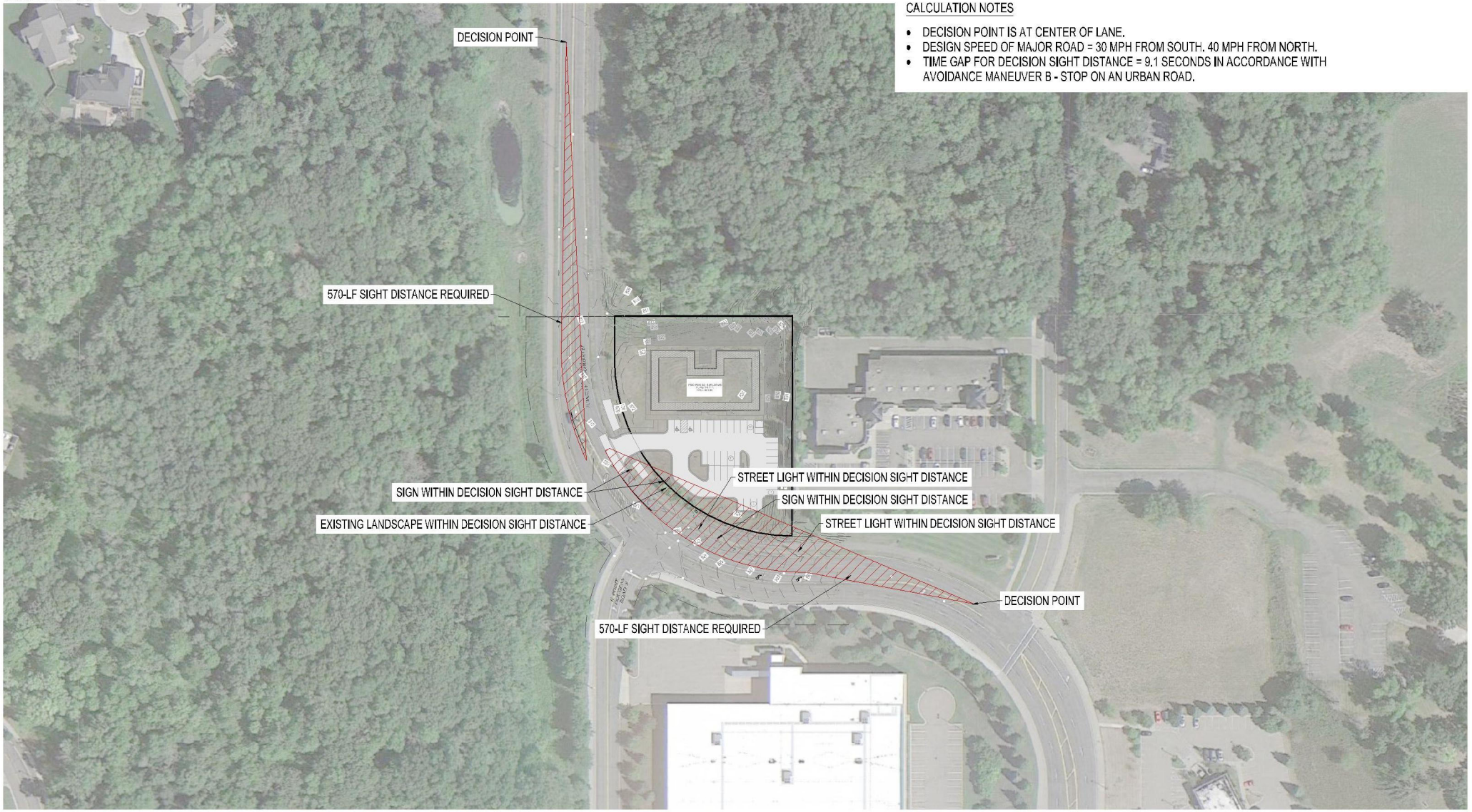
CAD FILE NAME 27647 SIGHT TRIANGLE EXHIBITS

02B KIDS
COTTAGE GROVE, MN - 12/02/2022
ISG PROJECT NO. 22-27647

ISGInc.com

CALCULATION NOTES

- DECISION POINT IS AT CENTER OF LANE.
- DESIGN SPEED OF MAJOR ROAD = 30 MPH FROM SOUTH, 40 MPH FROM NORTH.
- TIME GAP FOR DECISION SIGHT DISTANCE = 9.1 SECONDS IN ACCORDANCE WITH AVOIDANCE MANEUVER B - STOP ON AN URBAN ROAD.



SCALE IN FEET 0 60 120

DECISION SIGHT DISTANCE

ISG Architecture + Engineering + Environmental + Planning

02B KIDS
COTTAGE GROVE, MN - 12/02/2022
ISG PROJECT NO. 22-27647

ISGInc.com

CAD FILE NAME 27647 SIGHT TRIANGLE EXHIBITS

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF COTTAGE GROVE

AND

EIG14T O2B MN COTTAGE GROVE LLC

THIS DEVELOPMENT AGREEMENT is made and entered into this _____ day of _____, 2023 ("Effective Date"), by and between the City of Cottage Grove, a Minnesota municipal corporation ("CITY"), and EIG14T O2B MN COTTAGE GROVE LLC, a Michigan limited liability company ("DEVELOPER").

RECITALS

WHEREAS, in pursuit of the DEVELOPMENT PROJECT, the DEVELOPER has applied to the CITY for approval of the DEVELOPMENT PLANS for a childcare facility located on property identified on Exhibit A; and

WHEREAS, in conjunction with the granting of these approvals, the CITY requires the installation and/or availability of certain public and private utilities such as sewer and water, storm sewer, stormwater management facilities, and public and private right of way improvements, 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 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 if the DEVELOPER proceeds with the DEVELOPMENT PROJECT; 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 Exhibits C, F and G.

WHEREAS, the DEVELOPMENT PLANS were prepared by a registered professional engineer 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 the 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 delegatees.

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 EIG14T O2B MN COTTAGE GROVE LLC, a Michigan 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 the 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 December 23, 2022 and prepared by I & S Group, Inc., or as may be revised, updated and approved by the CITY ENGINEER, which are hereby incorporated by reference and made a part of this DEVELOPMENT AGREEMENT.

1.13. DEVELOPMENT PROJECT. "DEVELOPMENT PROJECT" means a commercial development and other related improvements 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. [Intentionally blank]

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
If to DEVELOPER:	EIG14T O2B MN COTTAGE GROVE LLC Attention: Daniel Harris 1695 Twelve Mile Rd. Berkley, MI 48072

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 the following:

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) Minnesota Department of Transportation

b) Washington County

c) Washington County Highway Department

d) South Washington Watershed District

e) Minnesota Department of Health

f) Minnesota Pollution Control Agency

g) Metropolitan Council

h) Any other regulatory or governmental agency or entity affected by, or having jurisdiction over the DEVELOPER IMPROVEMENTS.

1.19. PUBLIC IMPROVEMENTS. "PUBLIC IMPROVEMENTS" means and includes, individually and collectively, all the improvements identified on Exhibit G and in Article 3.

1.20. 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 or the PUBLIC 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 the PUBLIC IMPROVEMENTS; or (m) events or causes beyond the DEVELOPER'S reasonable control.

1.21. 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. All conditions contained in the CITY Council Resolutions for the DEVELOPMENT PROJECT shall be considered a condition of this DEVELOPMENT AGREEMENT.

2.2. RECORDING OF DEVELOPMENT AGREEMENT. The DEVELOPER shall record this DEVELOPMENT AGREEMENT with the COUNTY Recorder. No building permits shall be issued unless the DEVELOPER shows evidence to the CITY that this DEVELOPMENT AGREEMENT has been recorded with the COUNTY Recorder and the CITY has received the financial obligations required in Article 15.

ARTICLE 3
PUBLIC IMPROVEMENTS

3.1. PUBLIC IMPROVEMENTS. DEVELOPER shall construct and install, at its own cost, all PUBLIC IMPROVEMENTS identified on Exhibit G in accordance with industry standards for making public improvements.

3.2. RIGHT OF ENTRY AND ACCESS. The CITY hereby grants to DEVELOPER a right of entry and access over, across, upon and under those portions of the public property as may be necessary for the purpose of permitting the DEVELOPER to perform its obligations in connection with the construction and installation of the PUBLIC IMPROVEMENTS.

3.3. DETENTION AREA. The CITY agrees that the DEVELOPER may include the square footage of any detention area or other area burdened by conservation or trail easements, in calculating open space, floor area ratios, coverage ratios and the like in connection with applicable zoning and other governmental regulations.

3.4. GROUND MATERIAL. The DEVELOPER shall construct and install the PUBLIC IMPROVEMENTS giving due consideration to the results of geotechnical testing conducted on the DEVELOPMENT PROPERTY should the same disclose any substandard or unstable material.

3.5. DEDICATION. Following substantial completion of the PUBLIC IMPROVEMENTS, the CITY shall inspect the PUBLIC IMPROVEMENTS and so long as the PUBLIC IMPROVEMENTS have been constructed and installed by DEVELOPER in substantial conformance with the DEVELOPMENT PLANS, DEVELOPER shall dedicate the PUBLIC IMPROVEMENTS to the CITY and the CITY shall accept the same and maintain the same in accordance with customary CITY standards, in good order, condition and repair and in accordance with applicable laws.

3.6. OBLIGATION TO CONSTRUCT PUBLIC IMPROVEMENTS. Notwithstanding anything to the contrary contained in this DEVELOPMENT AGREEMENT, the DEVELOPER shall have no obligation to construct and install the PUBLIC IMPROVEMENTS unless the DEVELOPER elects to proceed with the DEVELOPMENT PROJECT.

3.7. TURN LANES. DEVELOPER shall install left and right turn lanes on Hardwood Avenue for a new access point in accordance with the DEVELOPMENT PLANS. DEVELOPER shall relocate the existing Hardwood Avenue trail, hydrants, storm sewer and streetlights as necessary to accommodate the left and right turn lanes in accordance with the DEVELOPMENT PLANS and the requirements of the CITY ENGINEER. DEVELOPER shall provide a Letter of Credit or cash deposit as stated in Exhibit G, prior to the commencement of work related to the turn lanes.

3.8. AREA CHARGES. The CITY imposes area charges for sanitary sewer, water and storm sewer impacts to all new developments pursuant to City Code Section 8-1-3 and the City's Fee Schedule. Such area charges are identified on Exhibit C.

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 CITY Council, and all ordinances of the CITY or any amendments thereto and any miscellaneous requirements on Exhibit D, attached hereto, subject to Section 6.2.

4.2. GROUND MATERIAL. The DEVELOPER shall ensure that adequate and suitable ground material shall exist in the areas of public street and utility improvements and shall guarantee the removal, replacement or repair of substandard or unstable material through the warranty period. The cost of said removal, replacement or repair is the responsibility of the DEVELOPER.

4.3. 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.

If it is discovered that additional drainage and utility easements are necessary for the purpose of maintaining the PUBLIC IMPROVEMENTS, then DEVELOPER shall convey such additional easements to the CITY pursuant to written instruments that are mutually agreeable to the Parties.

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.

4.4. SEWER AND WATERMAINS. DEVELOPER shall connect to CITY sewer and water through the available connections in Hardwood.

4.5. 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.

4.6. 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 in residential areas 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.

4.7. LANDSCAPING. The DEVELOPER is responsible for installing all landscaping improvements shown on the DEVELOPER'S approved landscape plan and complying with the Letter of Credit requirements in Section 15.1 and in Exhibit F.

4.8. 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 handbook titled Water Quality in Urban Areas and a grading permit from 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.

4.9. **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.

4.10. [Intentionally blank]

4.11. [Intentionally blank].

ARTICLE 5
PARK CONTRIBUTION REQUIREMENTS

5.1. **PARK DEDICATION.** The DEVELOPER shall comply with the park dedication requirements as defined in the CITY Code. Park dedication fees identified in Exhibit C must be paid prior to the release of the grading permits.

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 and PUBLIC 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.

ARTICLE 8

[INTENTIONALLY BLANK]

ARTICLE 9
RESPONSIBILITY FOR COSTS

9.1. DEVELOPER AND PUBLIC IMPROVEMENT COSTS. The DEVELOPER shall pay for the DEVELOPER IMPROVEMENTS and PUBLIC IMPROVEMENTS; that is, all costs of persons doing work or furnishing skills, tools, machinery or materials, or insurance premiums or equipment or supplies and all just claims for the same; and the CITY shall be under no obligation to pay the contractor or any subcontractor any sum whatsoever on account thereof, whether or not the CITY shall have approved the contract or subcontract. DEVELOPER IMPROVEMENTS are identified on Exhibit F and PUBLIC IMPROVEMENTS are identified on Exhibit G.

The DEVELOPER is responsible for contracting and paying for the street and utility testing costs. The CITY's designated inspector on the DEVELOPMENT PROJECT will coordinate the street and utility testing activities. All testing reports shall be sent to the CITY with a copy to the DEVELOPER.

If deductions are owed on the street and utility construction pursuant to the MNDOT standards for construction, then these deductions will be paid by DEVELOPER to CITY within thirty (30) days after DEVELOPER receives notices of such deductions.

9.2. 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.

9.3. TIME OF PAYMENT. DEVELOPER shall pay all bills for all costs due under this DEVELOPMENT AGREEMENT, including INDIRECT COSTS, received by DEVELOPER from the CITY 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 contract purchaser of the DEVELOPMENT PROPERTY 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) **PRESENT COMPLIANCE WITH LAWS.** DEVELOPER has complied with and is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the DEVELOPMENT PROPERTY and the DEVELOPMENT PLANS and the DEVELOPER

IMPROVEMENTS; and DEVELOPER is not aware of any pending or threatened claim of any such violation.

d) **CONTINUING COMPLIANCE WITH LAWS.** DEVELOPER will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS.

e) **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.

f) **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.

g) **DEVELOPMENT PROJECT COMPLIANCE.** The DEVELOPMENT PLANS comply with all CITY, COUNTY, metropolitan, state and federal laws and regulations, including but not limited to, subdivision ordinances, zoning ordinances and environmental regulations.

h) **WARRANTY ON PROPER WORK AND MATERIALS.** The DEVELOPER warrants all work required to be performed by it under this DEVELOPMENT AGREEMENT with respect to the PUBLIC IMPROVEMENTS only against defective material and faulty workmanship for a period of two (2) years after its completion and acceptance by the CITY. The DEVELOPER shall be solely responsible for all costs of performing repair work to the PUBLIC IMPROVEMENTS required by the CITY within thirty (30) days following FORMAL NOTICE from the CITY, provided the CITY gives such FORMAL NOTICE within such 2-year period. All trees, grass, and sod shall be warranted to be alive, of good quality, and disease free for one year after planting. Any replacements shall be similarly warranted for one year from the time of planting. The warranty period for street and drainage and erosion control improvements shall be for two (2) years after completion and acceptance by the CITY; the warranty for the street,

drainage and erosion control improvements shall also include the obligation of the DEVELOPER to repair and correct any damage to or deficiency with respect to such improvements.

i) **OBTAINING PERMITS.** The DEVELOPER shall obtain in a timely manner and pay for all required permits, licenses and approvals, and shall meet, in a timely manner, all requirements of all applicable, local, state and federal laws and regulations which must be obtained or met before the DEVELOPER IMPROVEMENTS may be lawfully constructed. A list of the CITY permits, licenses, and approvals required is identified on Exhibit E.

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.

b) **AUTHORITY.** CITY has the right, power, legal capacity and authority to enter into and perform its obligations under 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 from and against 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 of 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) [intentionally blank];

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 within ten (10) days following DEVELOPER'S receipt of FORMAL NOTICE from the CITY of DEVELOPER'S

defense obligations hereunder, then 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 UNAVOIDABLE DELAYS, 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;

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 DEVELOPMENT PROPERTY. 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 the 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 OR CASH DEPOSIT AMOUNT. Prior to release of any building permits, the DEVELOPER shall deposit with the CITY an irrevocable LOC for the amounts required in Exhibit F and Exhibit G. In lieu of an irrevocable LOC, DEVELOPER may deposit cash or other security acceptable to CITY.

All cost estimates shall be acceptable to the CITY ENGINEER. The bank and form of the irrevocable 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 letter of credit 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, without any further notice than that provided in Section 14.1 relating to a DEVELOPER DEFAULT, for any of the following reasons:

a) a DEVELOPER DEFAULT; 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 RELEASE AND ESCROW INCREASE; DEVELOPER IMPROVEMENTS AND PUBLIC IMPROVEMENTS. The DEVELOPER may request that the LOC or cash deposits required by the DEVELOPMENT AGREEMENT be reduced at the following intervals:

a) Two grading reductions at least two months apart;

b) Three site improvement reductions at least two months apart;

c) 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.

If it is determined by the CITY that the DEVELOPMENT PLANS were not strictly adhered to, or that work was done without CITY inspection, the CITY may require, as a condition of acceptance, that the DEVELOPER post an irrevocable LOC, or cash deposit equal to 125% of the estimated amount necessary to correct the deficiency or to protect against deficiencies arising therefrom. In the event that work, which is concealed, was done without permitting CITY inspection, then the CITY may, in the alternative, require the concealed condition to be exposed for inspection purposes.

15.3. DEVELOPER'S CASH REQUIREMENTS. At the time that the DEVELOPMENT AGREEMENT is approved, DEVELOPER shall deposit cash with the CITY for those items and in the amounts required in Exhibit C.

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. COMMENCEMENT AND COMPLETION OF CONSTRUCTION.

a) Subject to UNAVOIDABLE DELAYS, DEVELOPER shall use reasonable efforts after work commences along Hardwood Avenue to complete the work within 35 consecutive calendar days. DEVELOPER shall use reasonable efforts to limit full road closure to 7 consecutive calendar days, and shall use appropriate traffic control measures, including flaggers or a one lane signal system, for the remaining 28 consecutive calendar days.

b) DEVELOPER shall use reasonable efforts to substantially complete the improvements within Hardwood Avenue by August 1, 2023. This work includes utilities connections, sidewalk and trail extensions and realignments, roadway expansion, paving, striping, street light adjustments, and restoration.

All work with respect to the DEVELOPMENT PROJECT to be constructed or provided by DEVELOPER on the DEVELOPMENT PROPERTY shall be in substantial conformity with the DEVELOPMENT PLANS and DEVELOPER will not materially modify the size or exterior appearance of the DEVELOPMENT PROJECT without the consent of the CITY, which consent shall not be unreasonably withheld. DEVELOPER shall coordinate all PUBLIC IMPROVEMENT construction activities with the CITY as it relates to other CITY construction projects in the vicinity of the DEVELOPMENT PROJECT and DEVELOPMENT PROPERTY.

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. The DEVELOPMENT AGREEMENT 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. In such case, the third-party buyer will be required to accept and assume all contractual and financial responsibilities provided in this DEVELOPMENT AGREEMENT. Upon satisfaction of such requirements by such third-party buyer, the DEVELOPER's obligations hereunder shall terminate. Absent approval of the Council, the DEVELOPER's obligations hereunder shall continue in full force and effect, even if the DEVELOPER sells DEVELOPMENT PROPERTY.

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 and PUBLIC IMPROVEMENTS.

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, including, without limitation, certifications as to the completion and acceptance of the PUBLIC IMPROVEMENTS contemplated hereby, and the amount of the security outstanding.

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)
) ss.
COUNTY OF WASHINGTON)

On this _____ day of_____, 2023, before me a Notary Public within and for said County, personally appeared Myron Bailey and Tamara Anderson to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Cottage Grove, the municipality named in the foregoing instrument, and that the said instrument was signed on 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:
EIG14T O2B MN COTTAGE GROVE LLC

By: _____
Reed Fenton
Its Manager

STATE OF ~~MINNESOTA~~ Michigan)
) ss.
COUNTY OF Oakland)

On this 9 day of February, 2023, before me a Notary Public within and for said County, personally appeared Reed Fenton to me personally known, who being by me duly sworn, did say that he is the Manager of EIG14T O2B MN COTTAGE GROVE LLC, a Michigan limited liability company, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said limited liability company.

Dusty L. Swank
NOTARY PUBLIC
Oakland
My Commission Expires
August 20, 2024
Acting in the County of
Oakland
STATE OF MICHIGAN

_____
Notary Public

THIS INSTRUMENT DRAFTED BY AND
AFTER RECORDING PLEASE RETURN TO:

Korine Land, #262432
LeVander, Gillen, & Miller, P.A.
1305 Corporate Center Dr., 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, Gateway North First Addition

PID: 08.027.21.33.0048
Abstract Property

EXHIBIT B

INTENTIONALLY BLANK

EXHIBIT C
DEVELOPER IMPROVEMENTS
CASH REQUIREMENTS AND
INDIRECT COST CASH ESCROW

CITY FEES

City Fees	Unit	Qty	Unit Cost	Total
Sanitary Sewer Connection Fee, Commercial	AC	1.36	$ 1,413.00	$ 1,921.68
Water Works Connection Fee, Commercial	AC	1.36	$ 2,680.00	$ 3,644.80
Park Dedication Fees	AC	1.36	$ 7,800.00	$ 10,608.00
Phosphorus Mitigation Fee	LB	-	$ 22,868.00	$ -
Total Fees:				**$ 16,174.48**

AREA CHARGES

Area Charges	Cost/Acre	Acres	Total
Sanitary Area Charge	$ 2,280.00	1.36	$ 3,100.80
Water Area Charge	$ 3,590.00	1.36	$ 4,882.40
Storm Area Charge	$ 10,960.00	1.36	$ 14,905.60
Total Area Charges:			**$ 22,888.80**

*Ponding HWLs were omitted from Area Charge Calculations

ENGINEERING ESCROW

Engineering Escrow	Total
Plan Review	$ 30,000.00
Inspection	$ 30,000.00
Total Escrow:	**$ 60,000.00**

EXHIBIT D
MISCELLANEOUS REQUIREMENTS AND CONDITIONS IMPOSED BY THE CITY

1) **CONDITIONS TO BE SATISFIED BEFORE CITY RELEASES BUILDING PERMITS TO BE RECORDED.**

   a) Cash and Letter of Credit. DEVELOPER must provide the Cash and LOC for the amounts stated on Exhibits C, F and G of this DEVELOPMENT AGREEMENT.

   b) DEVELOPER shall execute a Stormwater Maintenance Agreement

2) **CERTIFICATES OF OCCUPANCY.** Prior to issuance of any certificate of occupancy, all the following conditions must be satisfied:

   a) All the conditions listed in Paragraph 1 and 2 of this Exhibit D must be satisfied.

   b) The base course of bituminous for the driveway access serving the parcel must be constructed by the DEVELOPER and approved by the CITY and determined by the CITY to be available for use.

   c) As-built survey has been received by the CITY.

   d) All trees and shrubs required in Section 4.7 have been planted.

3) **EROSION CONTROL.** DEVELOPER is responsible for erosion control throughout the DEVELOPMENT PROPERTY pursuant to the NPDES permit until the lot is built upon and until turf is established.

4) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** The escrow amount stated on Exhibit G 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 DEVELOPMENT PROPERTY and from private properties that adjoin DEVELOPMENT PROPERTY. During the construction of the building and other improvements, 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.

5) **SIDEWALK SNOW REMOVAL AND TRAIL MAINTENANCE.** The CITY shall provide snow removal of transportation trails and sidewalks.

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
DEVELOPER IMPROVEMENTS
LETTERS OF CREDIT

Grading LOC - Entire Development	**Unit**	**Qty**	**Unit Cost**	**Total**
Site Grading Restoration: Topsoil	CY	700.00	$ 2.00	$ 1,400.00
Site Grading: MnDOT 250 Seed & Mulch	AC	1.36	$ 2,000.00	$ 2,720.00
Misc. Site Grading	LS	1.00	$ 5,000.00	$ 5,000.00
Erosion Control: Temp Rock Entrance	EA	1.00	$ 2,000.00	$ 2,000.00
Erosion Control: Silt Fence	LF	920.00	$ 3.00	$ 2,760.00
Erosion Control: Swale & EOF Blanket	SY	100.00	$ 5.00	$ 500.00
Street Sweeper w/ Pickup Broom	HR	10.00	$ 150.00	$ 1,500.00
Pond Liner	CY	-	$ 30.00	$ -
Pond Cleaning	LS	-	$ -	$ -
Total Grading Restoration Cost				**$ 15,880.00**
Grading LOC (150%):				**$ 23,820.00**

LANDSCAPING LOC

Landscape LOC	**Total**
Landscaping Estimate	$ 16,500.00
Total LOC (150%):	**$ 24,750.00**

EXHIBIT G
PUBLIC IMPROVEMENTS
LETTERS OF CREDIT

Public Improvements LOC		**Estimated Construction Cost**
Storm Sewer	$	7,150.00
Streets	$	72,210.00
Street Lighting	$	9,600.00
Record Plan	$	5,000.00
Subtotal:	$	93,960.00
Total Public Improvements LOC (125%):	**$**	**117,500.00**

City Council Action Request

13A

Meeting Date	2/15/2023
Department	Finance
Agenda Category	Workshops - Open to Public
Title	Financial Management Plan
Staff Recommendation	Review and discuss Financial Management Plan.
Budget Implication	N/A

Attachments

Memo-Financial Management Plan.TIF	2.55MB
Memo-Fund Balance Policy.TIF	555.14KB
Fund Balance Policy Draft.TIF	175.57KB
Fund Balance Policy 2011.TIF	75.2KB

MEMORANDUM

TO: Jennifer Levitt – City Administrator
Brenda Malinowski – Finance Director

FROM: Stacie Kvilvang and Kyle Sawyer

DATE: February 15, 2023

SUBJECT: Financial Management Plan Updates

Background

The City of Cottage Grove requested Ehlers to complete a financial management plan, a multi-year fiscal plan for all ***tax supported*** funds. The plan integrates existing and future operating costs and debt, capital improvement plans, tax base growth, and policies. Financial management plans help manage expectations, maintain assets and fund balances, reduce stress during the budget process, limit reactivity in an unpredictable fiscal environment, and give the City a vehicle through which to inform stakeholders.

We met with the City Council in work session on January 4, 2023 and presented two versions of a 10-year plan. Both plans incorporated maintaining the General Fund reserves at 45% of next year's expenditures, incorporating additional staff per the City's staffing plan, funding the City's capital improvement plan (except for some park capital and trust projects), annual road projects, and equipment purchases.

The first plan did not deviate from current City plans and funded everything in its desired year, resulting in a projected annual $229 tax increase to Home #1 (approximately median value) in 2024. The second plan sought to level the levy impact, resulting in a projected annual $128 tax increase to Home #1 in 2024. The leveling was accomplished by incorporating the following changes:

- Adding one new FTE annually from 2025-29 rather than five new FTEs in 2025
- Moving squad car replacements to the Equipment Replacement Fund and establishing a levy beginning in 2025
- Issuing equipment certificates in years 2024-27 for equipment with a cost of $60k or greater
- Utilizing a portion of fund balance in the Closed Debt Fund to reduce levies
- Utilizing a portion of fund balance in the Pavement Management Fund to reduce debt issuances

The Council expressed a preference in the second plan and asked Ehlers to adjust for the following:

- Further level the levy impact with an annual tax increase target threshold of no more than $100 for Home #1
- Establish a fund balance of $300k in the Park Capital Fund and maintain fund balances of $1.1m and $2.5m in the equipment and pavement management funds respectively
- Provide more funding for the Economic Development Authority (EDA) Fund, to at least cover staffing costs and look to build the fund over time; and
- Maintain a fund balance of approximately $5 million in the Economic Development (ED) Trust Fund

Results

We have incorporated these adjustments into a revised plan. The tables on the following page summarize the changes, how accomplished and various funds used:

What is funded?	How was it accomplished?
5 new full-time employees*	• One added per year from 2025-29, not all in 2025 • Each additional employee costs Home #1 approximately $7 annually
One additional firefighter/paramedic annually from 2024-2026*	• Funded 75% from the General Fund and 25% EMS • Existing positions are funded 25% from the General Fund and 75% EMS Fund
Equipment Replacement Fund*	• Squad cars moved to Equipment Replacement Fund • Equipment certificates issued annually from 2024-2027 for a total of $4.3M • Establish a tax levy of $600k in 2025, increasing to $2.2M by 2032
General Fund balance range of 45-55% of next year expenditures*	• Reduced assigned fund balance to $1.2 million, eliminating $500k assigned for future capital projects • Levy dollars assigned in 2024-32 ranging from $200k to $1.45M annually to maintain 45% and work up to 50% by 2031
Economic Development Authority (EDA) Fund	• Increased tax levy to $275k in 2024 to cover salaries • Levy increasing to $1.5M by 2032 • Fund balance projection for 2032 remains negative at $1.3M compared to negative $4M in the original plan
Economic Development (ED) Trust Fund	• Eliminated $100k annual transfer out to EDA Fund • $1M land sale estimate in 2023 • $4.7M projected fund balance in 2032
Park Capital Fund	• $190k tax levy in 2026 and going forward • Achieves fund balance goal of $300k

Fund	Funds used and projected fund balance
Closed Debt Fund*	• $1.25M of fund balance used from 2024-28 to reduce debt levies • $255k projected fund balance in 2032
Pavement Management Fund*	• $500k of fund balance used in 2025 to reduce debt issuance • $2.3M projected fund balance in 2032
Municipal Building Fund	• Levy of $300k from 2024-31 increasing to $450k in 2032, rather than increasing $50k annually from 2025-27 to get to $450k • $730k projected fund balance in 2032

*Items incorporated in both original and revised plans; how they are accomplished, or amount of funds used may differ

Tax Impact

The tables below compare the annual tax impact of the original and revised plans on the four residential properties the Council tracks. The goal was to have the impact be no more than $100 on Home #1 in 2024 – 2032. We discussed at the work session that we may not be able to meet that goal in 2024 and 2025 due to the current needs of the City. However, as noted we are ***able to meet the goal in all years, just not 2024*** (average projected future levy increase of $99/year on Home #1 over the next 10 years).

Home #1

	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	Average
Home Value	**$329,600**	$336,200	$342,900	$349,800	$356,800	$363,900	$371,200	$378,600	$386,200	$393,900	N/A
Tax Increase – ORIGINAL	**$114**	**$128**	**$122**	$66	$92	$102	$100	$87	$76	$60	$95
Tax Increase - REVISED	**$114**	**$110**	**$100**	$100	$100	$100	$100	$99	$98	$72	$99

Home #2

	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	Average
Home Value	**$373,600**	$381,100	$388,700	$396,500	$404,400	$412,500	$420,800	$429,200	$437,800	$446,600	N/A
Tax Increase – ORIGINAL	**$127**	**$147**	**$140**	$75	$105	$117	$112	$96	$82	$65	$107
Tax Increase - REVISED	**$127**	**$126**	**$114**	$115	$114	$115	$111	$110	$107	$78	$112

Home #3

	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	Average
Home Value	**$463,300**	$472,600	$482,100	$491,700	$501,500	$511,500	$521,700	$532,100	$542,700	$553,600	N/A
Tax Increase – ORIGINAL	**$139**	**$180**	**$171**	$90	$129	$152	$150	$132	$115	$94	$135
Tax Increase - REVISED	**$139**	**$155**	**$140**	$139	$140	$149	$149	$149	$147	$112	$142

Home #4

	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	Average
Home Value	**$414,300**	$422,600	$431,100	$439,700	$448,500	$457,500	$466,700	$476,000	$485,500	$495,200	N/A
Tax Increase – ORIGINAL	**$140**	**$161**	**$153**	$80	$114	$126	$124	$106	$91	$71	$117
Tax Increase - REVISED	**$140**	**$138**	**$125**	$124	$124	$124	$122	$121	$119	$87	$122

Conclusion

The City is growing and thus has many capital and staffing needs to accommodate new businesses and residents. The plan provides a blueprint on how the City can pay for existing operations, new staff, capital improvements, and improve the financial position of various City Funds, while meeting the Council's expectations for affordability for residents.

Cottage Grove
Where Pride and Prosperity Meet

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

From: Brenda Malinowski, Finance Director

Date: February 9, 2023

Subject: **LONG-TERM FINANCIAL MANAGEMENT PLAN WORKSHOP-FUND BALANCE POLICY**

Introduction

The Fund Balance Policy has been reviewed and updated periodically in the past. The last revision was approved in 2011.

The Financial Management Plan (FMP) includes some recommended changes to our General Fund unassigned fund balance target and includes suggested fund balance targets for the Equipment Replacement Fund, Park Capital Improvement Fund, and Pavement Management Fund. A draft Fund Balance Policy that incorporates these changes is included for your review and feedback.

The Office of the State Auditor (OSA) recommends that at year-end, local governments maintain an unreserved fund balance in the General Fund of approximately 35% to 50% of fund operating revenue, or no less than five months (42%) of operating expenditures. The draft Policy includes a range of 45% to 55%, and the current Policy is at 55%. The proposed range is recommended in the FMP and more closely reflects the OSA recommendation.

Discussion

Review and discuss the draft copy of the new Fund Balance Policy.

DRAFT COPY
CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2023-XX

RESOLUTION FUND BALANCE POLICY

Purpose

The City is committed to maintaining a stable financial environment for the City's operations that allows the City to provide quality services to its residents in a fiscally responsible manner. This policy also provides a measure of financial protection against unanticipated events that would adversely affect the financial condition of the City and jeopardize the continuation of necessary public services.

This policy will ensure that the City maintains adequate fund balance and reserves in order to:

- Provide sufficient cash flow for daily financial needs
- Secure and maintain bond ratings
- Offset significant economic downturns or revenue shortfalls, and
- Provide funds for unforeseen expenditures related to emergencies.

Definitions

Fund Balance – Net position of a governmental fund (the difference between assets and liabilities reported in the governmental fund).

Governmental Funds – These are the General Fund, Special Revenue Funds, Debt Service Funds, and Capital Project Funds.

Nonspendable Fund Balance – Amounts that are not in a spendable form, or are legally or contractually required to be maintained intact. "Not in spendable form" includes items that are not expected to be converted to cash (such as inventories and prepaid amounts) and items such as the long-term amount of loans and notes receivable, as well as property acquired for resale.

Restricted Fund Balance – Amounts that can be spent only for specific purposes stipulated by (a) external resource providers such as creditors (debt covenants), grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.

Committed Fund Balance – Amounts constrained for a specific purpose by formal action of a government using its highest level of decision-making authority. Action to constrain resources must occur prior to year-end. However, the amount can be determined in the subsequent period.

Assigned Fund Balance – Amounts that are constrained by the City's intent to use for specified purposes, but are neither restricted nor committed. Assigned fund balance in the General Fund includes amounts that are intended to be used for specific purposes.

Unassigned Fund Balance – Unassigned Fund Balance is the difference between total fund balance

in a governmental fund minus its nonspendable, restricted, committed, and assigned components. The unassigned fund balance is only used in the General Fund or when there is a negative fund balance in another governmental fund.

Policy

General Fund –The General Fund is used to account for and report all financial resources that are not required to be reflected in another fund.

Unassigned fund balance for the General Fund shall be between 45% and 55% of the subsequent General Fund operating expenditures. Since a significant source of revenue in the General Fund comes from property taxes, maintaining an adequate unassigned fund balance ensures that sufficient resources are available to fund basic City functions between the property tax settlements that are received in July and December.

If the unassigned fund balance rises above or below the desired range at year-end, the City Administrator and/or Finance Director shall report such amounts to the City Council as soon as practicable after the end of the fiscal year. Should the actual amount of unassigned fund balance fall below the desired range, the City shall create a plan to restore the appropriate levels. Should the actual amounts of unassigned fund balance rise above the desired range; excess funds will be transferred to other funds as follows:

1. Outstanding Debt Reduction fund-30%
2. Equipment Replacement Fund-25%
3. Building Replacement Fund-15%
4. Future Pavement Management Projects-10%
5. Internal Service funds-5% (Allocation percentage between funds determined by City Administrator/Finance Director and reported to Council).

The City Council has designated the authority to assign fund balance for specified purposes to the City Administrator and/or Finance Director.

Special Revenue Funds – Special Revenue Funds are used to account for and report proceeds of specific revenue sources that are restricted or committed to expenditures for specific purposes other than debt service or capital projects. After nonspendable and restricted fund balance assignments, fund balance in the special revenue funds will be committed as follows:

Fund	Specific Revenue Source	Committed For
Recycling	Charges for services	Recycling activities
Storm Water Maintenance	Charges for services	Storm water maintenance
Ice Arena	User Fees	Ice arena operations
Forfeiture/Seizure	Forfeitures	Police activities
Golf Course	Charges for Service	Golf course operations
Hero Center	Charges for services	HERO center operations

Any other special revenue fund is committed to the specific purpose of the that fund.

Debt Service Funds – Debt service funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditures for principal and interest debt payments. All of the city's debt service fund balances with the exception of the Closed Debt Fund are considered restricted pursuant to state statutes and respective debt agreements. The Closed Debt Fund balance is consider assigned for future debt purposes.

Capital Projects Funds – The Capital Projects Funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditures for capital outlays, including the acquisition or construction of capital facilities and other capital assets. These projects may extend beyond a fiscal year. The following capital project funds have fund balance targets as follows:

- Equipment Replacement Fund-Fund balance goal of $1,100,000 based on annual average expenditures (expected to meet goal in 2032 based on current projections).
- Park Capital Improvement Fund-Fund balance goal of 50% of next year's expenditures.
- Pavement Management Fund-Fund balance goal of 35% of the next five years of annual average capital expenditures.

No specific reserve requirement is established for the remaining Capital Projects Funds. However, adequate fund balances will be determined as part of the 5-year Capital Improvement Plan approved each year.

Enterprise Funds – The Enterprise Funds are used to account for activities for which a fee is charged to external users for goods and services. Reserves in the Enterprise Funds will be maintained at a minimum level to sufficient to provide adequate working capital for current expenditure needs. Generally, a minimum of three months of operating cash, one year of capital, and one year of debt service will be kept in these funds. Rates studies for these funds will be completed at a minimum every five years.

Internal Service Funds – The Internal Service Funds are used to allocate common costs among various funds and programs of the city. Deficits and surpluses are allowed however the goal is to maintain reserves at three months of budgeted expenditures. The fund balance goal of the Self Insurance Fund is the tort liability limit for all claimants.

Use of Resources – When both restricted and unrestricted resources are available for use, it is the City's policy to first use restricted resources, and then use unrestricted resources. When committed, assigned or unassigned resources are available for use, it is the City's policy to use resources in the following order; 1) committed 2) assigned, and 3) unassigned.

RESOLUTION NO. 2011-165

RESOLUTION COMMITTING REVENUES AND FUND BALANCES IN ACCORDANCE WITH GASB 54

WHEREAS, the Governmental Accounting Standards Board ("GASB") has adopted Statement 54 ("GASB 54"), a new standard for governmental fund balance reporting and governmental fund type definitions that became effective in governmental fiscal years starting after June 15, 2010, and

WHEREAS, the City Council of the City of Cottage Grove elects to implement GASB 54 requirements, and to apply such requirements to its financial statements beginning with the current (January 1, - December 31, 2011) fiscal year; and

WHEREAS, GASB 54 requires the governing body to formalize the commitment of the specific revenue sources to specified purposes.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Cottage Grove that effective December 31, 2011, the City's Unassigned General Fund Balance will be maintained to provide sufficient working capital and margin of safety to address local emergencies without borrowing, but no less than 55% of the General Fund operating expenditures.

In the event that the amount of unassigned fund balance falls above or below the desired range, the City Administrator shall report such amounts to the City Council as soon as practical after the end of the fiscal year. Should the actual amount of unassigned fund balance fall below the desired range, the City shall create a plan to restore the appropriate levels. Should the actual amount of unassigned fund balance rise above the desired range, any excess funds will be transferred and committed to other funds as follows:

a) Outstanding Debt Reduction fund - 35%
b) Equipment Replacement Fund 25%
c) Building Replacement Fund 15 %
e) Future Pavement Management Projects 10%

BE IT FURTHER RESOLVED that when it is appropriate for fund balance to be assigned, the City Council delegates that authority to the City Administrator or the Finance Director.

BE IT FURTHER RESOLVED that the specific revenue source of each special revenue fund and the specific purposes for which they are committed are as follows:

Fund	Specific Revenue Source	Committed For
Recycling	Washington County	Recycling activities
Storm Water Maintenance	Charges for Service	Storm Water Maintenance
Ice Arena	Taxes and User Fees	Ice Arena Operations

AND BE IT FURTHER RESOLVED that any unrestricted fund balance in any special revenue fund is committed by the council to the specific purpose of that fund.

Adopted by the City Council of the City of Cottage Grove this 21st day of December 2011.

By _____
Myron Bailey, Mayor

ATTEST:

_____
Caron Stransky, City Clerk