



COTTAGE GROVE CITY COUNCIL

12800 RAVINE PARKWAY SOUTH
COTTAGE GROVE, MINNESOTA 55016

April 19, 2023

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

Pursuant to Minn. Stat. 13D.02 subd.1, Councilmember Thiede will be attending remotely at the following location:
Holiday Inn Express & Suites Albany (2713 Pointe North Blvd. Albany, GA, 31707)

1 CALL TO ORDER

2 PLEDGE OF ALLEGIANCE

3 ROLL CALL

4 OPEN FORUM

5 ADOPTION OF AGENDA

6 PRESENTATIONS

A Arbor Day Proclamation

Staff Recommendation: Proclaim Friday April 28, 2023, as Arbor Day in the City of Cottage Grove

7 CONSENT AGENDA

A Massage Therapist License

Staff Recommendation: Authorize issuance of a massage therapist license to Grace Katie Oehrlein, who will be working at The Healing Place of Cottage Grove, 8617 W. Pt. Douglas Rd S. #140.

B Approval of Rental Licenses

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

C Resolution Rescinding Declaration of Local Emergency Related to COVID-19 Pandemic

Staff Recommendation: Adopt Resolution 2023-031, terminating the local emergency declared by Mayor Myron Bailey on March 15, 2020, by Resolution No. 2020-031 effective immediately.

D Agreement for Professional Services - Stewart Kennels

Staff Recommendation: Approve the Agreement for Professional Services between Stewart Kennels and the City of Cottage Grove.

E Authorization to Utilize DUI Forfeiture Funds

Staff Recommendation: Authorize the purchase of upgraded squad radios and in-car camera systems utilizing DUI forfeiture funds.

F 2023 Body-Worn Camera Audit Executive Summary

Staff Recommendation: Accept the Cottage Grove Police Department 2023 Body-Worn Camera (BWC) Audit.

G 2023 Joint Striping – Quote Award

Staff Recommendation: Adopt Resolution 2023-056 awarding the 2023 Joint Street Striping project including the alternate to the lowest accepted quote supplied by Sir Lines-A-Lot LLC in the amount of \$54,372.30.

H 2023 Joint Crack Sealing – Quote Award

Staff Recommendation: Adopt Resolution 2023-055 awarding the 2023 Joint Crack Sealing Project to the accepted quote supplied by Northwest Asphalt and Maintenance in the amount of \$79,605.00.

I 2023 Tree Planting Contract

Staff Recommendation: 1.) Adopt resolution 2023-053 awarding the 2023 Tree Planting Contract to Hoffman & McNamara in the amount of \$ 36,706 for the material and labor to install 84 boulevard trees. 2.) Authorize the service agreement between Hoffman & McNamara and the City of Cottage Grove.

J 2023 EAB Trunk Injection Treatment Program Agreement

Staff Recommendation: Approve the 2023 Emerald Ash Borer Trunk Injection Treatment Program Agreement.

K 2023 Washington County Grant Agreement for Municipal Recycling

Staff Recommendation: Approve the 2023 Grant Agreement for Municipal Recycling Grant Distribution for \$56,734.00.

L First Amendment to the Purchase Agreement Mississippi Dunes

Staff Recommendation: Authorize the execution of the First Amendment to the Purchase Agreement with The Dunes, LLC to extend the closing date to June 30, 2023.

M Summers Landing 3rd and 4th Additions Final Streets Improvements

Staff Recommendation: Adopt Resolution 2023-057 approving the plans and specifications and establishing a May 11, 2023, bid date for the Summers Landing 3rd and 4th Additions Final Streets Improvements Project.

N Request for City Support and Approval of an Affordable Housing Unit to be Operated by the Washington County Community Development Agency (CDA)

Staff Recommendation: Adopt Resolution 2023-054 supporting an affordable housing unit operated by the Washington County Community Development Agency (CDA).

O Approve Interfund Transfers and Close Fund

Staff Recommendation: Adopt Resolution 2023-051, Resolution Approving Interfund Transfers, and Adopt Resolution 2023-052, Resolution Closing Fund 491.

8 APPROVE DISBURSEMENTS

A Approve payments for the period of 04-05-2023 through 04-12-2023 in the amount of \$475,252.51.

Staff Recommendation: Approve payments for the period of 04-05-2023 through 04-12-2023 in the amount of \$475,252.51.

9 PUBLIC HEARINGS

A None (Holcim Annexation - Petition Withdrawn)

10 BID AWARDS

11 REGULAR AGENDA

A Sale of \$7,815,000 General Obligation Improvement and Tax Abatement Bond

Staff Recommendation: Adopt Resolution 2023-058 providing for the issuance and sale of \$7,815,000 General Obligation Improvement and Tax Abatement Bond

12 COUNCIL COMMENTS AND REQUESTS

13 WORKSHOPS - OPEN TO PUBLIC

14 WORKSHOPS - CLOSED TO PUBLIC

15 ADJOURNMENT



City Council Action Request

6A

Meeting Date	4/19/2023	
Department	Public Works	
Agenda Category	Presentations	
Title	Arbor Day Proclamation	
Staff Recommendation	Proclaim Friday April 28, 2023, as Arbor Day in the City of Cottage Grove	
Budget Implication	none	
Attachments	Arbor Day Final.tif	592.94KB



ARBOR DAY PROCLAMATION

WHEREAS, in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees - wherever they are planted - are a source of joy and spiritual renewal, and

WHEREAS, The City of Cottage Grove will host a ceremonial tree planting and volunteer planting event at Strawberry Fields Park on Wednesday, April 26th, 2023, and tree giveaway to residents on Friday, April 28th, 2023,

NOW THEREFORE, the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, hereby proclaim April 28, 2023, as Arbor Day in the City of Cottage Grove.

Passed this 19th day of April, 2023.

Myron Bailey, Mayor



City Council Action Request

7A

Meeting Date	4/19/2023
Department	Administration
Agenda Category	Consent Agenda
Title	Massage Therapist License
Staff Recommendation	Authorize issuance of a massage therapist license to Grace Katie Oehrlein, who will be working at The Healing Place of Cottage Grove, 8617 W. Pt. Douglas Rd S. #140.
Budget Implication	N/A
Attachments	Memo - Massage Therapist (Grace Oehrlein).tif 1.6MB



To: Honorable Mayor and City Council Members
Jennifer Levitt, City Administrator
From: Tamara Anderson, City Clerk
Date: 4/06/2023
Subject: Massage Therapist License Application – Grace Katie Oehrlein

Application

On March 30, 2023, Grace Katie Oehrlein applied to operate as a licensed massage therapist at the business named The Healing Place Cottage Grove at the address of 8617 W. Pt. Douglas Rd. So. #140, Cottage Grove, MN 55016.

Background Investigation

The Public Safety Department conducted a background investigation of Mrs. Oehrlein and did not find anything that would constitute a basis for denial of the application.

I searched the disciplinary actions posted by the MN Department of Health Office of Unlicensed Complementary and Alternative Health Care Practice and did not find any actions posted against Mrs. Oehrlein.

Proof of Education/Certificate

The City of Cottage Grove requires that proof of education/certification in compliance with our City Code be sent directly to us from the institution, program, or examining board. Mrs. Oehrlein has recently completed her certification and her records were sent to the City from St. Paul College.

Must meet one of the following:

- a. Graduation from an institution or program in massage therapy that is accredited by an accrediting agency recognized by the United States Department of Education.
- b. Passing results of Massage and Bodywork Licensing Examination {MBLEx} administered by the Federation of State Massage Therapy Boards {FSMTB}, or the National Certification Exam for Therapeutic Massage {NCETM} or National Certification Exam for Therapeutic

Staff Recommendation

Authorize issuance of massage therapist license to Grace Katie Oehrlein.



To: Director of Public Safety Peter J. Koerner
From: Detective Ryan Pierre
Date: April 6th, 2023
Subject: Massage Therapy License Application

APPLICANT

Grace Katie Oehrlein
52 B Street
St. Paul, MN 55106

PLACE OF APPLICATION

The Healing Place of Cottage Grove, 8617 West Point Douglas Road South, Suite #140, Cottage Grove, MN 55016.

BACKGROUND

On March 31st, 2023, the applicant made application with the City of Cottage Grove to operate as a licensed massage therapist at the business named The Healing Place of Cottage Grove, located at 8617 West Point Douglas Road South, Suite #140, Cottage Grove, MN 55016. The City of Cottage Grove has received all applicable forms from the candidate.

CRIMINAL/POLICE CONTACT

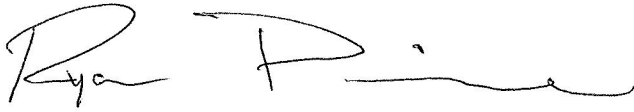
The applicant has signed a City of Cottage Grove general authorization and release of private data form. As such, we have completed a complete criminal history background check utilizing BCA, MGA, and CLEAR. I was unable to find any history of criminal case records, pertinent civil courts records or judgements and liens. I did locate any contact with law enforcement for Oehrlein.

CERTIFICATION

Oehrlein provided school transcripts from St. Paul College showing that she was awarded certification for Massage Therapy in December 16th, 2022.

CONCLUSION

There are no negative comments, or mention, of Oehrlein, in the Complementary and Alternative Health Care Practice Disciplinary Actions site with the Minnesota Department of Health. There was no information found that would preclude the applicant from working in the position of Massage Therapist in the City of Cottage Grove.

A handwritten signature in black ink, appearing to read "Ryan Pierre". The signature is fluid and cursive, with the first name "Ryan" and last name "Pierre" clearly distinguishable.

Detective Ryan Pierre
Background Investigator



City Council Action Request

7B

Meeting Date	4/19/2023	
Department	Community Development	
Agenda Category	Consent Agenda	
Title	Approval of Rental Licenses	
Staff Recommendation	Approve the issuance of rental licenses to the properties in the attached table.	
Budget Implication	N/A	
Attachments	Rental License Approval Tables.tif	1.95MB
	Rental License Approvals CC Memo.tif	459.38KB

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

FROM: Samantha Drewry, Code Enforcement Officer

DATE: April 13, 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 - APRIL 19, 2023

RENTAL LICENSE NUMBER	PROPERTY STREET #	PROPERTY STREET NAME	PROPERTY OWNER
RENT-001465	6908	MEADOW GRASS LANE SOUTH	SLUSSER, JEFF/LISA
RENT-001554	8612	INDIAN BOULEVARD SOUTH	OTT-SWENSON, RHONDA
RENT-001560	9061	JAREAU AVENUE SOUTH	HP Minnesota I LLC
RENT-001623	6662	PINE CREST TRAIL SOUTH	Linda Paris-Bell, Eric Bell
RENT-001624	6746	PINE CREST TRAIL SOUTH	Warrick, Michael
RENT-001625	6846	MEADOW GRASS LANE SOUTH	Babadjanian, Christina
RENT-001642	6787	PINE CREST TRAIL SOUTH	Kudapanage, Thepul
RENT-001665	8923	GREYSTONE AVENUE SOUTH	Washington County CDA
RENT-001667	8457	GRAFTON AVENUE SOUTH	Washington County CDA
RENT-001695	8696	GROSPPOINT AVENUE SOUTH	BRISSON, JASON
RENT-001696	7069	90TH STREET SOUTH	BRISSON, JASON
RENT-001717	8458	90TH STREET SOUTH	2017-1 IH Borrower LP
RENT-001719	8368	HEFNER COURT SOUTH	IH2 Property Illinois LP
RENT-001725	8082	HYNES AVENUE SOUTH	IH2 Property Illinois LP
RENT-001728	8285	HYDE AVENUE SOUTH	IH2 Property Illinois LP
RENT-001729	8205	JENSEN AVENUE SOUTH	IH2 Property Illinois LP
RENT-001734	6998	PINE CREST TRAIL SOUTH	Salmi, Stephanie
RENT-001750	6553	JODY AVENUE SOUTH	Liu, Ling
RENT-001751	8609	INDAHL AVENUE SOUTH	Cindy Her, Chimeng Her



City Council Action Request

7C

Meeting Date	4/19/2023	
Department	Public Safety	
Agenda Category	Consent Agenda	
Title	Resolution Rescinding Declaration of Local Emergency Related to COVID-19 Pandemic	
Staff Recommendation	Adopt Resolution 2023-031, terminating the local emergency declared by Mayor Myron Bailey on March 15, 2020, by Resolution No. 2020-031 effective immediately.	
Budget Implication	N/A	
Attachments	Memo resolution 2023-031.TIF	603.21KB
	Resolution 2023-031.TIF	1.07MB



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

From: Peter Koerner, Director of Public Safety

Date: February 23, 2023

Subject: **RESOLUTION 2023-031 – RESOLUTION RESCINDING DECLARATION OF
LOCAL EMERGENCY RELATED TO COVID-19 PANDEMIC**

INTRODUCTION

On January 30, 2023, President Joe Biden announced the termination of the national emergency and public health emergency, declared in Proclamation 9994 concerning the COVID-19 pandemic, effective May 11, 2023.

While the COVID-19 pandemic remains a public health risk, the increased availability of vaccines has caused the number and severity of cases to continue to fall. It is no longer necessary to continue the local emergency because the city can and will continue to operate without having to rely on local emergency operation plans or emergency powers. Through the sacrifice and continued vigilance of the citizens of the City of Cottage Grove, the current conditions no longer justify a state of local emergency.

The city's emergency management team is recommending that the local emergency declared by Mayor Myron Bailey on March 15, 2020, by Resolution No. 2020-044 be terminated, effective immediately.

RECOMMENDATION

Adopt Resolution 2023-031, terminating the local emergency declared by Mayor Myron Bailey on March 15, 2020, by Resolution No. 2020-044 effective immediately.

Attachment: Resolution 2023-031

**CITY OF COTTAGE GROVE
CITY COUNCIL
RESOLUTION NO. 2023-031**

**RESOLUTION RESCINDING DECLARATION OF LOCAL EMERGENCY RELATED
TO COVID-19 PANDEMIC**

WHEREAS, on March 13, 2020, State of Minnesota Governor Tim Walz declared a peacetime emergency in Minnesota in response to the infectious disease known as COVID-19; and

WHEREAS, on March 15, 2020, Mayor Myron Bailey, under the authority of Minnesota Statutes Section 12.29, declared a local emergency in response to the threat the COVID-19 disease presented to the health, safety, and welfare of the citizens of the community; and

WHEREAS, on May 6, 2021, Governor Tim Walz issued Executive Order 21-21 detailing a series of measured steps to safely end COVID-19 restrictions on social gatherings and businesses; and

WHEREAS, on May 13, 2021, and May 14, 2021, respectively, the Centers for Disease Control and Prevention and the State of Minnesota issued guidance advising that vaccinated people are not required to wear face coverings in most places, leading to the State of Minnesota rescinding almost all capacity restrictions in public places; and

WHEREAS, on June 30, 2021, the Minnesota Legislative voted to end the State of Minnesota peacetime emergency related to the COVID-19 pandemic, effective Thursday, July 1, 2021, pursuant to Minnesota Statutes Section 12.31, subdivision 2(b); and

WHEREAS, on January 30, 2023, President Joe Biden announced the termination of the national emergency and public health emergency declared in Proclamation 9994 concerning the COVID-19 pandemic, effective May 11, 2023; and

WHEREAS, the City Council further finds and determines as follows:

1. While the COVID-19 pandemic remains a public health risk, the increased availability of vaccines has caused the number and severity of cases to continue to fall.
2. It is no longer necessary to continue the local emergency because the City can and will continue to operate without having to rely on local emergency operations plans or emergency powers.
3. Through the sacrifice and continued vigilance of the citizens of the City of Cottage Grove, the current conditions no longer justify a state of local emergency.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Cottage Grove as follows:

1. The local emergency declared by Mayor Myron Bailey on March 15, 2020, by Resolution No. 2020-044 is terminated, effective immediately.
2. Resolution No. 2020-044 is hereby repealed.
3. This Resolution will be given prompt and general publicity and filed in accordance with Minnesota Statutes, section 12.29.

Passed this _____ day of _____, 2023.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



City Council Action Request

7D

Meeting Date	4/19/2023				
Department	Public Safety				
Agenda Category	Consent Agenda				
Title	Agreement for Professional Services - Stewart Kennels				
Staff Recommendation	Approve the Agreement for Professional Services between Stewart Kennels and the City of Cottage Grove.				
Budget Implication	N/A				
Attachments	<table><tr><td>Stewert Kennels Agreement for Professional Serives Council Memo.TIF</td><td>821.09KB</td></tr><tr><td>Agreement for Professional Services Stewart Kennels.TIF</td><td>4.39MB</td></tr></table>	Stewert Kennels Agreement for Professional Serives Council Memo.TIF	821.09KB	Agreement for Professional Services Stewart Kennels.TIF	4.39MB
Stewert Kennels Agreement for Professional Serives Council Memo.TIF	821.09KB				
Agreement for Professional Services Stewart Kennels.TIF	4.39MB				



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

From: Peter J Koerner, Director of Public Safety

Date: April 13, 2023

Subject: STEWART KENNELS - AGREEMENT FOR PROFESSIONAL SERVICES

On April 6, 2023, we were notified by the Animal Humane Society (AHS) that they have canine influenza in the shelters. This is a reportable disease, and the AHS began working closely with the Board of Animal Health for next steps. Unfortunately, one of those steps is a complete quarantine of all species from their shelter facilities, including Woodbury and Coon Rapids, until we can start moving animals again. This means they cannot legally bring animals in or out of these facilities, including city contracts. This is necessary to protect any animals potentially coming to the AHS, and the dog community as a whole. The AHS have a state mandated 4-week quarantine.

This was new territory for the AHS and us. The AHS suggested looking at other impound services, trying all possible options to find the owner and potential arrangements with local veterinarian clinics. The AHS in Woodbury is the impound location for most cities in Washington County.

We determined that we cannot adequately house impounded animals at the police station and are set up for temporary holds. Veterinarian clinics were hesitant to assist since they were concerned about canine influenza being very contagious and they did not have the proper facility to hold additional animals.

Staff identified an excellent option with Stewart Kennels in Cottage Grove. Staff worked with the owner, Kris Stewart, and have developed a procedure for officers and CSOs. Stewart Kennels has a separate building from their boarding services that can properly house impounded animals.

City Attorney Kori Land drafted an agreement for professional services. Animal owners will be processed at the Public Safety Department and make payment to the City. Stewart Kennels will bill the city monthly according to the agreement.

RECOMMENDATIONS

Approve the Agreement for Professional Services between Stewart Kennels and the City of Cottage Grove.

Attch: Agreement for Professional Services – Stewart Kennels

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is made and executed this 19th day of April, 2023, by and between the City of Cottage Grove, 12800 Ravine Parkway, Cottage Grove, Minnesota 55016, ("City") and Stewart's Country Kennels, 9435 Kimbro Avenue South, Cottage Grove, MN 55016 ("Kennel").

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

WHEREAS, Kennel 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 Kennel 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 April 19, 2023, incorporated herein as Exhibit A.
 - ii. Where the terms and conditions of this Agreement and those terms and conditions included in Exhibit A specifically conflict, the terms of this Agreement shall apply.

(Hereinafter "Exhibit.")

- b. City hereby agrees to follow the policies and procedures articulated by Kennel in Section 3 of Exhibit A.
- c. Kennel covenants and agrees to provide Services to the satisfaction of the City in a timely fashion, as set forth in the Exhibit, subject to Section 7 of this Agreement.

2. PAYMENT.

- a. City agrees to pay and Kennel agrees to receive and accept payment for Services as set forth in the Exhibit.
- b. Any changes in the scope of the work of the Services that may result in an increase to the compensation due Kennel 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. Kennel 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.
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 Kennel, Kennel 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. Kennel 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 Exhibit. Kennel shall pay any subcontractor involved in the performance of this Agreement within ten (10) days of Kennel's receipt of payment by the City for undisputed services provided by the subcontractor.
6. STANDARD OF CARE. In performing its Services, Kennel 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 Kennel's undertaking herein or its performance of the Services.
7. DELAY IN PERFORMANCE. Neither City nor Kennel 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 Kennel 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. Kennel 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 Pete 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. Kennel has designated Kris Stewart 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. Kennel may not remove or replace these designated staff without the approval of the City.

10. INDEMNIFICATION.

- a. Kennel 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 Kennel and City, they shall be borne by each party in proportion to its own negligence.
 - b. Kennel shall indemnify City against legal liability for damages arising out of claims by Kennel's employees. City shall indemnify Kennel against legal liability for damages arising out of claims by City's employees.
11. INSURANCE. During the performance of the Services under this Agreement, Kennel 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.

Kennel 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 Kennel as part of the Services shall become the property of the City when Kennel has been compensated for all Services rendered, provided, however, that Kennel shall have the unrestricted right to their use. Kennel 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 Kennel.

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 Kennel: Stewart's Country Kennels
 9435 Kimbro Ave. S.
 Cottage Grove, MN 55016

Or emailed:

14. INDEPENDENT CONTRACTOR STATUS. All services provided by Kennel, its officers, agents and employees pursuant to this Agreement shall be provided as employees of Kennel or as independent contractors of Kennel 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 Kennel 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: _____

STEWART'S COUNTRY KENNELS

By: _____
Kris Stewart

Title

EXHIBIT A

1. Kennel agrees to provide the following services:
 - a. Housing for stray or abandoned animals that are retrieved or legally seized by City'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 the City via phone for intake. Housing includes kennel space, daily cleaning, food and water.
 - b. 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.
2. City agrees to:
 - a. Adhere to the drop off procedure set forth by Kennel including animal housing at the shelter and paperwork. Drop off procedures and paperwork training for CSO and ACO will be provided by Kennel.
 - 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 Kennel.
 - d. Pay the designated fees for each animal:
 - i. Kennel will charge a standard hold fee of \$35.00 per canine or feline and a \$35.00 fee per "other" domestic animals (rabbits, guinea pigs, birds etc.) not reclaimed by its owner.
 - ii. Kennel will charge a City mandated quarantine fee of \$175.00 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.
 - f. Adhere to building access rules and ensure that the service access door is closed and locked after use in an after-hours drop off.
 - g. Be available to members of your community to resolve their concerns related to the actions of your ACO and CSO and City's procedures, policies and requirements.
3. Administration
 - a. Kennel will bill the City at the end of each month.
 - b. Kennel will assign a contact person who should be contacted in the event of any problems, concerns or to receive feedback regarding the program.
 - c. The term of this agreement is on an as-needed basis as determined by the City.
4. Other provisions:

- a. Kennel is not responsible for sick or injured animals that are left after hours. Outside treatment must be sought for these animals by the ACO or CSO prior to leaving the animals at the Kennel.
- b. Kennel has the sole authority to dispose of all animals that have not been reclaimed upon the expiration of the legally designated holding period.
- c. Kennel will not accept feral cats seized under City authority by City's CSO or ACO.
- d. Kennel is not responsible for collecting any fees from an owner for City.



City Council Action Request

7E

Meeting Date	4/19/2023
Department	Public Safety
Agenda Category	Consent Agenda
Title	Authorization to Utilize DUI Forfeiture Funds
Staff Recommendation	Authorize the purchase of upgraded squad radios and in-car camera systems utilizing DUI forfeiture funds.
Budget Implication	Appropriate use of forfeiture funds. \$44,780.00.
Attachments	Authorization to Utilize DUI Forfeiture Funds.TIF 550.73KB



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

From: Peter J Koerner, Director of Public Safety

Date: April 13, 2023

Subject: **AUTHORIZATION TO UTILIZE DUI FORFEITURE FUNDS**

Introduction/Justification

As you are aware, in the 2023 proposed budget cycle, we ran into an unforeseen issue with squad equipment and set up expenses being above the projected increases we have seen in past years. To keep the amount that we anticipated the same, we cut several pieces of equipment out of the 2023 squad builds, including upgraded radios and in-car camera systems.

These pieces of equipment are still important to include, and we have identified the use of the DUI forfeiture account to fund these purchases. The DUI forfeiture account can only be used on expenses related to traffic safety, which these items fall under. The DUI forfeiture account currently holds just over \$77,000.00.

The items we are proposing to purchase are as follows:

- 4 squad radios = \$25,455.00
- 3 Watchguard in-car camera systems = \$19,325.00

This comes to a total of \$44,780.00 and will set up half of the 2023 budgeted squad builds with this new equipment.

Recommendation

Authorize the purchase of upgraded squad radios and in-car camera systems utilizing DUI forfeiture funds.



City Council Action Request

7F

Meeting Date	4/19/2023	
Department	Public Safety	
Agenda Category	Consent Agenda	
Title	2023 Body-Worn Camera Audit Executive Summary	
Staff Recommendation	Accept the Cottage Grove Police Department 2023 Body-Worn Camera (BWC) Audit.	
Budget Implication	N/A	
Attachments	2023 Body Worn Camera Audit Council Memo.TIF	780.7KB
	Cottage Grove 2023 BWC Audit Executive Summary.TIF	3.94MB



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

From: Peter J Koerner, Director of Public Safety

Date: April 13, 2023

Subject: **2023 BODY-WORN CAMERA AUDIT – EXECUTIVE SUMMARY**

Cottage Grove Police Department retained Minnesota Security Consortium to audit our agency's use of Body-Worn Camera (BWC) program per the requirements of Minn. Stat. § 13.825 and Minn. Stat. § 626.8473. The Minnesota Security Consortium does not operate or have access to our BWC systems; therefore, we are allowing them to audit the systems as an independent auditor. We provided our administrative access to the Motorola/WatchGuard system during the audit to review audit criteria. Interviews and auditing of the Motorola/WatchGuard system were conducted with me, command staff and BWC Records Specialist Charlene Raymond.

Minn. Stat § 13.825, Subd. 9 (a) requires a biennial audit. We must maintain records showing the date and time portable recording system data were collected and the applicable classification of the data. We shall arrange for an independent, biennial audit of the data to determine whether data are appropriately classified according to this section, how the data are used, and whether the data are destroyed as required.

We received a successful audit. The one area of note is the biennial audit timing. Our implantation of the BWC program was during the COVID pandemic and we were delayed in getting our first BWC audit started. During this time, we created the position of Records Specialist. Charlene Raymond fills this role, and she is responsible for the BWC program. She handles all data releases with BWC video.

We are very pleased with the results of the audit, and we are in compliance.

Minn. Stat 13.825, Subd. 9 (c) requires that the executive summary is distributed to the City Council within 60 days of completion of the audit.

Recommendation

Accept the Cottage Grove Police Department 2023 Body-Worn Camera (BWC) Audit.

Attch: Cottage Grove 2023 BWC Audit Executive Summary

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Cottage Grove Police Department 2023 Body-Worn Camera (BWC) Audit

Executive Summary Report

Cottage Grove Police Department

April 12, 2023



Minnesota Security Consortium - MNSec

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Background:

Cottage Grove Police Department retained Minnesota Security Consortium to audit its agency's use of Body-Worn Camera (BWC, see Definitions Section below) program against the requirements of Minn. Stat. § 13.825 and Minn. Stat. § 626.8473. The Minnesota Security Consortium does not operate or have access to their BWC systems, therefore allowing it to audit the systems as an independent auditor. The Cottage Grove Police Department provided their administrative access to the Motorola/WatchGuard system during the audit to review audit criteria. Interviews and auditing of the Motorola/WatchGuard system was conducted with the Cottage Grove Police Department Chief of Police and BWC Evidence Technician.

Definitions:

For the purposes of this audit and report, the use of the term Body-Worn Camera (BWC) systems shall be the same as the State Statute definition of "Portable Recording Systems," as defined by Minn. Stat. § 13.825, Subd. 1 (b) as follows:

"portable recording system" means a device worn by a peace Officer that is capable of both video and audio recording of the Officer's activities and interactions with others or collecting digital multimedia evidence as part of an investigation

"portable recording system data" means audio or video data collected by a portable recording system.

"redact" means to blur video or distort audio so that the identity of the subject in a recording is obscured sufficiently to render the subject unidentifiable.

Audit Period and Scope:

The Audit Period covered by this report covers the period 1/1/20 to 12/31/22.

Cottage Grove Police Department uses the on-premises version of Motorola/WatchGuard video system for its BWC program. They also use Axon's Evidence.com for redaction. Although their Motorola/WatchGuard system records both in-squad cameras as well as BWC videos, the scope of the audit focused only on BWC video data.

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Required Public Hearing:

Pursuant to Minn. Stat. § 626.8473, Subd. 2, Cottage Grove Police Department allowed for public comment regarding its new BWC Program.

Community input was possible at the Cottage Grove City Council Meeting on November 20, 2019. Notice of the meeting was published in the Council Agenda ahead of time. Council Minutes of this meeting were provided to us and reviewed during the audit.

Policy

Cottage Grove Police Department has a BWC Policy in place entitled, "Policy 423: Portable Audio/Video Recorders." Their Policy was reviewed to ensure that it contained the required elements as outlined in Minn. Stat. § 626.8473, Subd. 3.

Cottage Grove Police Department was compliant in this part of the statute.

Officer use of BWC Equipment

Cottage Grove Police Department "Policy 423: Portable Audio/Video Recorders" requires that Officers wear their BWC equipment and activate it during specific instances.

Approximately 56 Random Samples of dispatch Calls for Service we compared to the Motorola/WatchGuard video library to determine if they had been recording videos during those calls in accordance with their policy. In virtually all cases, each Patrol Officer appeared to be using their BWC appropriately and activating recordings as outlined in the policy section entitled, "Policy 423: Portable Audio/Video Recorders."

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Data Classification and Retention

Cottage Grove Police Department treats BWC data as private unless it is permitted to be released in accordance with the provisions of Stat. § 13.825, Subd. 2.

At the time of the audit, no Court mandated BWC data disclosures had been made.

Cottage Grove Police Department set up its data classification and retention schedule for BWC videos in the administrative settings of the Motorola/WatchGuard console. BWC Data is currently retained for a minimum of 90 Days, as required by Minn. Stat. §13.825, Subd. 3 (a).

When the BWC Data involves the use of force, discharge of a firearm by an Officer, or when the event triggers a formal complaint against the peace Officer, the BWC Data is retained for a minimum of 1 year in accordance with Minn. Stat. §13.825, Subd. 3 (b). At the time of the audit, Cottage Grove Police Department has set that retention periods for “formal officer complaints” to 1 year and for “Use of Force” for 7 years.

In addition, all BWC footage related to discharge of a firearm by a peace Officer in the course of duty as defined by Minn. Stat. § 626.8473, Subd. 2 (1), was reviewed during the audit, due to the sensitive nature of these events. There were no reported Discharge of Firearms call during this audit period.

In addition, on specific types of Calls for Service (CFS), The Cottage Grove Police Department Records Staff also reviews related BWC videos to ensure they all related video have the same classification. Any modifications to the Classification are auditable in the Motorola/WatchGuard audit trail. Sampled BWC data was examined for Modifications to Classification tags. Overall classification was done very well. The Motorola/WatchGuard audit trail indicated who and when the re-classification was made.

BWC Data was sampled and audited across the audit period, and more intensely in the periods of February 2022 and December 2022.

Cottage Grove Police Department was compliant with its Classification and Retention requirements based on Statute, Minn. Stat. § 626.8473, Subd. 2. And Subd. 3.

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Access by Data Subjects:

Cottage Grove Police Department processes public BWC data requests, via their online "Report Request:"

<https://www.cottagegrovemn.gov/355/Report-Requests>

Citizens can also make a request for their privately classified BWC data by visiting the Police Department lobby, using the paper form "Report Request."

Cottage Grove Police Department stated they redact BWC Data when released to Data Subjects. They stated they had approximately 54 requests made during the audit period.

Cottage Grove Police Department was compliant with this aspect of the Statute.

Use of Agency-Issued BWC:

Minn. Stat. § 13.825, Subd. 6 states that:

"While on duty, a peace officer may only use a portable recording system issued and maintained by the officer's agency in documenting the officer's activities."

Cottage Grove Police Department "Policy 423: Portable Audio/Video Recorders," section 423.7. states:

"Members are prohibited from using personally owned recording devices while on-duty without the express consent of the Shift Sergeant. Any member who uses a personally owned recorder for department-related activities shall comply with the provisions of this policy, including retention and release requirements and should notify the on-duty supervisor of such use as soon as reasonably practicable."

Cottage Grove Police Department's policy requires personal devices to be maintained according to department policy, and they believe they are compliant with this aspect of the Statute.

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Authorization to Access Data:

Cottage Grove Police Department allows its Officers to review non-public BWC data for legitimate, specified law enforcement purposes. Access is enforced using user accounts and roles/rights in the Motorola/WatchGuard system.

BWC Data was sampled and audited across the audit period, and more intensely in the periods of February 2022 and December 2022. Results of sampling the BWC Data and its related audit trail in the Motorola/WatchGuard system, showed that it was either not viewed at all, viewed by the Officer who recorded the data, or by records/command staff.

All views and access were consistent with Cottage Grove Police Department "Policy 423: Portable Audio/Video Recorders" and Minn. Stat. § 13.825 Subd. 7, as authorized by the Chief of Police.

Sharing Among Agencies:

Cottage Grove Police Department treats BWC as private and may only share BWC data with other agencies when permitted by Minn. Stat. § 13.825, Subd. 8 and Subd. 7.

The request for BWC footage requires that they have a legitimate, specified law enforcement purpose, as required by Minn. Stat. § 13.825, Subd. 7.

Cottage Grove Police Department processes BWC data requests via email from other agencies, including the City and County Attorney's offices.

Cottage Grove Police Department was compliant with these aspects of the Statute.

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Biennial Audits:

Cottage Grove Police Department has acknowledged that it intends to continue completing biennial audits of its BWC System, as required by Minn. Stat. § 13.825, Subd. 9. Their implantation of the BWC program was during the COVID pandemic, and it has taken them some time to get their first BWC audit started. The Minnesota Security Consortium is committed to helping maintain a strict 2-year audit cycle moving forward. This was their first audit Minnesota Security Consortium, and we are happy to help in the future. Cottage Grove Police Department is now on track to be compliant with this aspect of the Statute.

BWC System Vendors:

At the time of the audit, Motorola/WatchGuard was the primary vendor and system for their BWC program. BWC videos were recorded, classified, and stored in Motorola/WatchGuard cloud-based system, called CommandCentral Evidence.

Because CommandCentral Evidence is a cloud-based solution, it is subject to the requirements of Minn. Stat. § 13.825, Subd. 11 (b), which requires Motorola/WatchGuard to follow the requirements of the FBI's CJIS Policy 5.9.2 and subsequent versions. Motorola/WatchGuard has a published a security white paper outlining is responsibilities for CJIS compliancy, and it also stated that it has filed the appropriate CJIS Security Addendum for employee background checks with the State of Minnesota, which we verified with the BCA.

<https://www.motorolasolutions.com/content/dam/msi/docs/products/command-center-software/emergency-call-handling/securing-public-safety-software-in-the-cloud-final-whitepaper.pdf>

Cottage Grove Police Department was compliant with this aspect of the Statute.

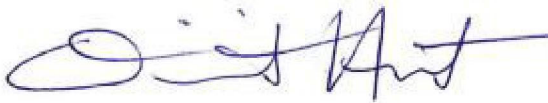
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Conclusion:

Based on the results of the Cottage Grove Police Department BWC Audit conducted by Minnesota Security Consortium, we can demonstrate that they are using the Motorola/WatchGuard BWC System in accordance with the requirements of Minn. Stat. § 13.825 and Minn. Stat. § 626.8473.

This Audit was conducted and attested to by:



Dimitrios Hilton

Senior Auditor, Minnesota Security Consortium

Submitted to:

- Cottage Grove Director of Public Safety
- Cottage Grove City Council, via the Director of Public Safety
- Legislative Commission on Data Practices and Personal Data Privacy
- Required Legislative members as specified by Statute



City Council Action Request

7G

Meeting Date	4/19/2023	
Department	Public Works	
Agenda Category	Consent Agenda	
Title	2023 Joint Striping – Quote Award	
Staff Recommendation	Adopt Resolution 2023-056 awarding the 2023 Joint Street Striping project including the alternate to the lowest accepted quote supplied by Sir Lines-A-Lot LLC in the amount of \$54,372.30.	
Budget Implication	\$54,372.30 - Sign Fund (Cottage Grove's portion = \$47,308.00 including alternate)	
Attachments	Street Striping Quote Award CC Memo.tif	636.8KB
	Street Striping Quote Award Resolution.tif	552.41KB
	Street Striping Quote Tab.tif	1.33MB
	Street Striping Agreement for Services.tif	5.74MB



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

From: Jared Juth, Graduate Engineer

Date: April 11, 2023

Re: 2023 Joint Striping – Quote Award

Background

Each year, the City of Cottage Grove partners with surrounding communities in the contracting and completion of striping services on City streets. The striping contract is administered and coordinated by the City of Cottage Grove. This year, Newport and St. Paul Park have partnered with the City of Cottage Grove on the Joint Striping Project.

Discussion

The City of Cottage Grove requested quotes from three contractors and received one quote for street striping. The following summarizes the results of the street striping quote:

Contractor	Base Quote	Alternate	Base Quote + Alternate
Sir Lines-A-Lot LLC	\$50,662.30	\$3,710.00	\$54,372.30

The lone quote for the project was provided by Sir Lines-A-Lot LLC in the total amount of \$54,372.30. This year's project included one alternate for the painting of striped median (gore) areas in Cottage Grove. Staff recommends awarding the full project, including the alternate. The total quote value of the striping work within the City of Cottage Grove is \$47,308.00 with the alternate. The budgeted amount for the City of Cottage Grove for striping in 2023 is \$61,000.

Recommendation

It is recommended the City Council adopt Resolution 2023-056 awarding the 2023 Joint Street Striping project including the alternate to the lowest accepted quote supplied by Sir Lines-A-Lot LLC in the amount of \$54,372.30.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2023-056

**RESOLUTION AWARDING THE 2023 JOINT
STREET STRIPING PROJECT INCLUDING THE ALTERNATE
TO SIR LINES-A-LOT LLC IN THE AMOUNT OF \$54,372.30**

WHEREAS, the City of Cottage extended invitations to surrounding cities to participate in the joint purchase of street striping services; and

WHEREAS, the City of Newport and City of St. Paul Park agreed to participate with Cottage Grove in the purchase of street striping services; and

WHEREAS, there was one alternate included in the quote for the painting of striped medians in Cottage Grove; and

WHEREAS, quotes were requested to provide the necessary work; and

WHEREAS, one firm submitted a quote; and

WHEREAS, it appears that Sir Lines-A-Lot LLC. provided the lowest accepted quote; and

WHEREAS, it is the recommendation of the City Engineer that the quote including the alternate be awarded to Sir Lines-A-Lot LLC in the amount of \$54,372.30.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, that the 2023 Joint Street Striping Project including the alternate be awarded to Sir Lines-A-Lot LLC in the amount of \$54,372.30.

Passed this 19th day of April 2023.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

PROPOSAL FORM
2023 JOINT STREET STRIPING PROJECT

We the undersigned have examined the quote documents and hereby agree to furnish the following:

PHASE 1:

City of Cottage Grove- Phase 1					
Items	Unit	Quantity	Material	Unit Price	Total
Yellow Broken	LF	8,600	Paint	\$ 0.10	\$ 860.00
Yellow Solid	LF	400	Paint	\$ 0.10	\$ 40.00
Yellow Double	LF	75,600	Paint	\$ 0.20	\$ 15,120.00
White Broken	LF	11,100	Paint	\$ 0.10	\$ 1,110.00
White Solid	LF	136,100	Paint	\$ 0.10	\$ 13,610.00
Center Lane Line	LF	7,600	Paint	\$ 0.13	\$ 988.00
Total					\$ 31,728.00

City of Cottage Grove - Multi-Component					
Items	Unit	Quantity	Material	Unit Price	Total
Yellow Broken	LF	1,200	Multi-Comp	\$ 0.44	\$ 528.00
Yellow Solid	LF	2,100	Multi-Comp	\$ 0.44	\$ 924.00
Yellow Double	LF	7,300	Multi-Comp	\$ 0.88	\$ 6,424.00
White Broken	LF	1,400	Multi-Comp	\$ 0.44	\$ 616.00
White Solid	LF	200	Multi-Comp	\$ 0.44	\$ 88.00
Total					\$ 8,580.00

City of St. Paul Park					
Items	Unit	Quantity	Material	Unit Price	Total
Yellow Double	LF	10,512	Paint	\$ 0.20	\$ 2,102.40
White Solid	LF	7,499	Paint	\$ 0.10	\$ 749.90
Total					\$ 2,852.30

PHASE 1 CONTINUED:

City of Newport					
Items	Unit	Quantity	Material	Unit Price	Total
Yellow Broken	LF	5,995	Paint	\$ 0.10	\$ 599.50
Yellow Solid	LF	3,934	Paint	\$ 0.10	\$ 393.40
Yellow Double	LF	3,740	Paint	\$ 0.20	\$ 748.00
White Solid	LF	24,711	Paint	\$ 0.10	\$ 2,471.10
Total					\$ 4,212.00

City of Cottage Grove – Gore Areas (ALTERNATE)					
Items	Unit	Quantity	Material	Unit Price	Total
Yellow Gore Area	SF	700	Paint	\$ 5.30	\$ 3,710.00
Total					\$ 3,710.00

PHASE 2:

City of Cottage Grove - Phase 2					
Items	Unit	Quantity	Material	Unit Price	Total
Yellow Broken	LF	400	Paint	\$ 0.10	\$ 40.00
Yellow Double	LF	9,600	Paint	\$ 0.20	\$ 1,920.00
White Solid	LF	13,300	Paint	\$ 0.10	\$ 1,330.00
Total					\$ 3,290.00

Respectfully submitted,

Sir Lines-A-Lot, LLC (a corporation) ✓
Name (an individual)
(a partnership)

7175 Cahill Road
Street Address

Edina, MN 55439
City, State, Zip Code

952-913-8382
Telephone

Ci Vee
Signature

4/13/2023
Date

Chaise VanOverbeke
Name

President
Title

AGREEMENT FOR SERVICES
2023 Joint Street Striping Project

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 Sir Lines-A-Lot LLC, 7175 Cahill Rd, Edina, MN 55439(Contractor").

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

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

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

1. SERVICES.

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

- i. A proposal dated April 3, 2023, incorporated herein as Exhibit 1;

(Hereinafter "Exhibits.")

- b. Contractor 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.
- c. Contractor agrees to comply with all federal, state, and local laws and ordinances applicable to the Services to be performed under this Agreement, including all safety standards. The Contractor shall be solely and completely responsible for conditions of the job site, including the safety of all persons and property during the performance of the Services. The Contractor represents and warrants that it has the requisite training, skills, and experience necessary to provide the Services and is appropriately licensed and has obtained all permits from all applicable agencies and governmental entities.

2. PAYMENT.

- a. City agrees to pay the Contractor Fifty-Four Thousand, Three Hundred Seventy-Two Dollars and Thirty Cents (\$54,372.30), and the Contractor 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 the Contractor shall require prior written approval by the authorized representative of the City or by the City Council. The City will not pay additional compensation for Services that do not have prior written authorization.
 - c. Contractor shall submit itemized bills for Services provided to City on a monthly basis. Bills submitted shall be paid in the same manner as other claims made to City.
 - d. Prior to payment, the Contractor will submit evidence that all payrolls, material bills, subcontractors and other indebtedness connected with the Services have been paid as required by the City.
- 3. TERM. The term of this Agreement is identified in the Exhibits. This Agreement may be extended upon the written mutual consent of the parties for such additional period as they deem appropriate, and upon the same terms and conditions as herein stated.
- 4. BONDS. If the Contract Sum exceeds \$100,000, Contractor shall furnish performance and payments bonds covering faithful performance of all Contract obligations, including without limitation warranty obligations, and of all payment of obligations arising under the Contract. The bonds shall each be issued in an amount equal to 100% of the stipulated sum identified in Section 2 of this Agreement.
- 5. TERMINATION AND REMEDIES.
 - a. Termination for Convenience. This Agreement may be terminated by the City upon 30 days' written notice delivered to the Contractor at the addresses listed in Section 15 of this Agreement. Upon termination under this provision, if there is no default by the Contractor, Contractor shall be paid for Services rendered and reimbursable expenses through the effective date of termination.
 - b. Termination Due to Default. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure that is acceptable to the other party.
 - c. Remedies. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Agreement by the Contractor. The City may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City is determined. The rights or remedies provided for herein shall not limit the City, in case of any default by the

Contractor, from asserting any other right or remedy allowed by law, equity, or by statute.

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

12. INDEMNIFICATION.

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

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

- a. Commercial General Liability Insurance, with a limit of \$2,000,000 for any number of claims arising out of a single occurrence, pursuant to Minnesota Statutes, Section 466.04, or as may be amended;
- b. Workers' Compensation Insurance in accordance with statutory requirements.
- c. Automobile Liability Insurance, with a combined single limit of \$2,000,000 for each person and \$2,000,000 for each accident.

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

14. WARRANTIES. Contractor warrants and guarantees that title to all work, materials, and equipment covered by any invoice, will pass to City no later than the Completion Date. Contractor warrants that all work will be free from defects and that all materials will be new and of first quality. If within one (1) year after final payment any work or material is found to be defective, Contractor shall promptly, without cost to the City, correct such defect.

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

If to City: City of Cottage Grove
12800 Ravine Parkway
Cottage Grove, MN 55016
Attention: Jared Juth

Or e-mailed: jjuth@cottagegrovemn.gov

If to Contractor: Sir Lines-A-Lot LLC
7175 Cahill Rd
Edina, MN 55439
Attention: Chaise VanOverbeke

Or emailed: chaise.vanoverbeke@linesalot.com

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

17. GENERAL PROVISIONS.

- a. Assignment. This Agreement is not assignable without the mutual written agreement of the parties.
- b. Waiver. A waiver by either City or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
- c. Nondiscrimination. Contractor agrees that in the hiring of employees to perform Services under this Agreement, Contractor shall not discriminate against any person by reason of any characteristic protected by state or federal law.
- d. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota and any action must be venued in Washington County District Court.
- e. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both parties.
- f. Severability. If any term of this Agreement is found be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

- g. Data Practices Compliance. All data collected by the City pursuant to this Agreement shall be subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.
- h. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

CITY OF COTTAGE GROVE

By: _____
Myron A. Bailey, Mayor

By: _____
Tamara Anderson, City Clerk

Date: _____

CONTRACTOR

Signature: _____

Name: _____

Date: _____

Its: _____

**PROPOSAL FORM
2023 JOINT STREET STRIPING PROJECT**

We the undersigned have examined the quote documents and hereby agree to furnish the following:

PHASE 1:

City of Cottage Grove- Phase 1					
Items	Unit	Quantity	Material	Unit Price	Total
Yellow Broken	LF	8,600	Paint	\$ 0.10	\$ 860.00
Yellow Solid	LF	400	Paint	\$ 0.10	\$ 40.00
Yellow Double	LF	75,600	Paint	\$ 0.20	\$ 15,120.00
White Broken	LF	11,100	Paint	\$ 0.10	\$ 1,110.00
White Solid	LF	136,100	Paint	\$ 0.10	\$ 13,610.00
Center Lane Line	LF	7,600	Paint	\$ 0.13	\$ 988.00
Total					\$ 31,728.00

City of Cottage Grove - Multi-Component					
Items	Unit	Quantity	Material	Unit Price	Total
Yellow Broken	LF	1,200	Multi-Comp	\$ 0.44	\$ 528.00
Yellow Solid	LF	2,100	Multi-Comp	\$ 0.44	\$ 924.00
Yellow Double	LF	7,300	Multi-Comp	\$ 0.88	\$ 6,424.00
White Broken	LF	1,400	Multi-Comp	\$ 0.44	\$ 616.00
White Solid	LF	200	Multi-Comp	\$ 0.44	\$ 88.00
Total					\$ 8,580.00

City of St. Paul Park					
Items	Unit	Quantity	Material	Unit Price	Total
Yellow Double	LF	10,512	Paint	\$ 0.20	\$ 2,102.40
White Solid	LF	7,499	Paint	\$ 0.10	\$ 749.90
Total					\$ 2,852.30

PHASE 1 CONTINUED:

City of Newport					
Items	Unit	Quantity	Material	Unit Price	Total
Yellow Broken	LF	5,995	Paint	\$ 0.10	\$ 599.50
Yellow Solid	LF	3,934	Paint	\$ 0.10	\$ 393.40
Yellow Double	LF	3,740	Paint	\$ 0.20	\$ 748.00
White Solid	LF	24,711	Paint	\$ 0.10	\$ 2,471.10
Total					\$ 4,212.00

City of Cottage Grove – Gore Areas (ALTERNATE)					
Items	Unit	Quantity	Material	Unit Price	Total
Yellow Gore Area	SF	700	Paint	\$ 5.30	\$ 3,710.00
Total					\$ 3,710.00

PHASE 2:

City of Cottage Grove - Phase 2					
Items	Unit	Quantity	Material	Unit Price	Total
Yellow Broken	LF	400	Paint	\$ 0.10	\$ 40.00
Yellow Double	LF	9,600	Paint	\$ 0.20	\$ 1,920.00
White Solid	LF	13,300	Paint	\$ 0.10	\$ 1,330.00
Total					\$ 3,290.00

Respectfully submitted,

Sir Lines-A-Lot, LLC (a corporation) ✓
Name (an individual)
(a partnership)

7175 Cahill Road
Street Address

Edina, MN 55439
City, State, Zip Code

952-913-8382
Telephone

Ci Vee
Signature

4/13/2023
Date

Chaise VanOverbeke
Name

President
Title



City Council Action Request

7H

Meeting Date 4/19/2023

Department Public Works

Agenda Category Consent Agenda

Title 2023 Joint Crack Sealing – Quote Award

Staff Recommendation Adopt Resolution 2023-055 awarding the 2023 Joint Crack Sealing Project to the accepted quote supplied by Northwest Asphalt and Maintenance in the amount of \$79,605.00.

Budget Implication \$79,605.00 - Seal Coating Fund (Cottage Grove's portion = \$49,105)

Attachments	Crack Seal Quote Award CC Memo.tif	731.06KB
	Crack Seal Quote Award Resolution.tif	513.37KB
	Crack Seal Quote Tab.tif	247.43KB



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

From: Jared Juth, Graduate Engineer

Date: April 11, 2023

Re: 2023 Joint Crack Sealing – Quote Award

Background

Since 2011, the City of Cottage Grove has been partnering with surrounding communities to complete crack sealing services on City streets. This is a standard maintenance procedure that is completed annually to prevent water from infiltrating into the pavement and class 5 base, extending the life of the street. This year, the Cities of St. Paul Park and Newport have partnered with the City of Cottage Grove on the Joint Crack Sealing Project.

Discussion

The City of Cottage Grove received four Joint Crack Sealing quotes. The following summarizes the results of the crack sealing quotes. A complete breakdown of the quotes received is included in the attached quote tab.

<u>Contractor</u>	<u>Quoted Amount</u>
Northwest Asphalt and Maintenance	\$ 79,605.00
Asphalt Surface Technologies, Inc.	\$117,450.00
Fahrner Asphalt Sealers, LLC	\$144,855.00
Gopher State Sealcoat, Inc.	\$247,297.50

The low quote for the project was provided by Northwest Asphalt and Maintenance in the amount of \$79,605.00. This year, Cottage Grove will provide a minimum of 34,000 pounds of sealant to the contractor for application in the city; if additional sealant is needed to complete work in the project area, up to 40,250 pounds total will be supplied. This total possible cost is included in the quoted price. The Cottage Grove portion of the project will cost \$49,105 if all sealant is applied. The Cottage Grove budgeted amount for the crack sealing in 2023 is \$75,000.

Recommendation

It is recommended that the City Council approve Resolution 2023-055 awarding the 2023 Joint Crack Sealing Project to the accepted quote supplied by Northwest Asphalt and Maintenance in the amount of \$79,605.00.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2023-055

**RESOLUTION AWARDING THE 2023 JOINT CRACK SEALING
PROJECT TO NORTHWEST ASPHALT AND MAINTENANCE
IN THE AMOUNT OF \$79,605.00**

WHEREAS, the City of Cottage extended invitations to surrounding cities to participate in the joint purchase of crack sealing services; and

WHEREAS, St. Paul Park and Newport agreed to participate with Cottage Grove in the purchase of crack sealing services; and

WHEREAS, quotes were requested to provide the necessary work; and

WHEREAS, four firms submitted quotes; and

WHEREAS, it appears that Northwest Asphalt and Maintenance provided the lowest accepted quote; and

WHEREAS, it is the recommendation of the City Engineer that the quote be awarded to Northwest Asphalt and Maintenance in the amount of \$79,605.00.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, that the 2023 Joint Crack Sealing Project be awarded to Northwest Asphalt and Maintenance in the amount of \$79,605.00.

Passed this 19th day of April 2023.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



Project Name: 2023 Joint Crack Sealing Project

Quote Opening: Thursday, April 6, 2023, at 10 AM

Quote No. 1				Quote No. 2				Quote No. 3				Quote No. 4			
				Fahner Asphalt Sealers, LLC				Gopher State Sealcoat, Inc.				ASTECH Corp			
				Northwest Asphalt and Maintenance											



City Council Action Request

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Meeting Date	4/19/2023	
Department	Public Works	
Agenda Category	Consent Agenda	
Title	2023 Tree Planting Contract	
Staff Recommendation	1.) Adopt resolution 2023-053 awarding the 2023 Tree Planting Contract to Hoffman & McNamara in the amount of \$ 36,706 for the material and labor to install 84 boulevard trees. 2.) Authorize the service agreement between Hoffman & McNamara and the City of Cottage Grove.	
Budget Implication	\$36,706 included in 2023 Forestry Budget	
Attachments	2023 Tree Planting Memo.tif	455.34KB
	Tree Planting Resolution.tif	455.37KB
	Hoffman Service Agreement.tif	6.81MB



To: Honorable Mayor and City Council
Jennifer Levitt, City Administrator
From: Gavin Hochstetler, City Forester
Date: 04/12/2023
Subject: 2023 Tree Planting Contract – Standard Replacement

Introduction/Background

The Forestry Department maintains, and cares for approximately 15,000 boulevard trees city wide. Tree replacement is needed due to age, safety concerns, diseased and/or lost trees from storms. Two quotes for services were received. Quotation results are as follows:

Hoffman and McNamara - \$36,706
Wilson Tree Company - \$37,562

Budget Implication

The estimated cost to replace 84 boulevard trees is \$36,706.00 which is included in the 2023 Forestry Budget.

Recommendation

Adopt resolution 2023-053 awarding the 2023 Tree Planting Contract to Hoffman and McNamara in the amount of \$36,706 for the material and labor to install 84 boulevard trees and authorize the service agreement between Hoffman and McNamara and the City of Cottage Grove.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2023-053

**RESOLUTION AWARDING THE QUOTE FOR THE 2023 TREE PLANTING
CONTRACT TO HOFFMAN &MCNAMARA IN THE TOTAL AMOUNT OF
\$36,706.00**

WHEREAS, plans and specifications for the 2023 Tree Replacement Contract were completed according to City standards; and

WHEREAS, quotes were requested to provide the necessary work; and

WHEREAS, two firms submitted quotes; and

WHEREAS, it appears that Hoffman & McNamara provided the lowest responsible quote; and

WHEREAS, it is the recommendation of the City Engineer that the quote be awarded to Hoffman & McNamara in the total amount of \$36,706.00.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, the quote for the 2023 Tree Planting Contract is awarded to Hoffman & McNamara in the total amount of \$ 36,706.00.

Passed this 19th day of April 2023.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

AGREEMENT FOR SERVICES
2023 Tree Planting Contract

THIS AGREEMENT is made and executed this 19th day of April 2023, by and between the City of Cottage Grove, 12800 Ravine Parkway, Cottage Grove, Minnesota 55016, and Hoffman & McNamara, 9045 180th St E, Hastings, MN 55033.

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

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

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

1. SERVICES.

- a. City agrees to engage Contractor as an independent contractor for the purpose of performing certain Services ("Services"), as defined in the following documents:
 - i. A proposal dated 19 April 2023, incorporated herein as Exhibit A;

(Hereinafter "Exhibits.") Where terms and conditions of this Agreement and those terms and conditions included in the Exhibits specifically conflict, the terms of this Agreement shall apply.

- b. Contractor 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 9 of this Agreement.
- c. Contractor agrees to comply with all federal, state, and local laws and ordinances applicable to the Services to be performed under this Agreement, including all safety standards. The Contractor shall be solely and completely responsible for conditions of the job site, including the safety of all persons and property during the performance of the Services. The Contractor represents and warrants that it has the requisite training, skills, and experience necessary to provide the Services and is appropriately licensed and has obtained all permits from all applicable agencies and governmental entities.

2. PAYMENT.

- a. City agrees to pay the Contractor \$36,706.00, and the Contractor 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 the Contractor shall require prior written approval by the authorized representative of the City or by the City Council. The City will not pay additional compensation for Services that do not have prior written authorization.
 - c. Contractor shall submit itemized bills for Services provided to City on a monthly basis. Bills submitted shall be paid in the same manner as other claims made to City.
 - d. Prior to payment, the Contractor will submit evidence that all payrolls, material bills, subcontractors and other indebtedness connected with the Services have been paid as required by the City.
- 3. TERM. The term of this Agreement is identified in the Exhibits. This Agreement may be extended upon the written mutual consent of the parties for such additional period as they deem appropriate, and upon the same terms and conditions as herein stated.
- 4. BONDS. If the Services provided by Contractor as set forth in the Exhibits and this Agreement exceeds \$100,000, Contractor shall furnish performance and payments bonds covering faithful performance of all the Contractor's obligations, including without limitation warranty obligations, and of all payment of obligations arising under this Agreement. The bonds shall each be issued in an amount equal to 100% of the stipulated sum identified in Section 2 of this Agreement.
- 5. TERMINATION AND REMEDIES.
 - a. Termination for Convenience. This Agreement may be terminated by either party upon 30 days' written notice delivered to the other party at the addresses listed in Section 15 of this Agreement. Upon termination under this provision, if there is no default by the Contractor, Contractor shall be paid for Services rendered and reimbursable expenses through the effective date of termination.
 - b. Termination Due to Default. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure that is acceptable to the other party.
 - c. Remedies. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Agreement by the Contractor. The City may, in such event:

- i. Withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City is determined.
- ii. Perform the Services, in which case, the Contractor shall within 30 days after written billing by the City, reimburse the City for any costs and expenses incurred by the City.

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

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

He or she shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the Services covered by this Agreement.

11. PROJECT MANAGER AND STAFFING. The Contractor has designated Mike McNamara 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. Contractor may not remove or replace these designated staff without the approval of the City.

12. INDEMNIFICATION.

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

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

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

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

14. WARRANTIES. Contractor warrants and guarantees that title to all work, materials, and equipment covered by any invoice, will pass to City no later than the Completion Date. Contractor warrants that all work will be free from defects and that all materials will be new and of first quality. If within one (1) year after final payment any work or material

is found to be defective, Contractor shall promptly, without cost to the City, correct such defect.

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

If to City: City of Cottage Grove
12800 Ravine Parkway
Cottage Grove, MN 55016
Attention: Jim Fohrman

Or e-mailed: jfohrman@cottagegrovemn.gov

If to Contractor: Hoffman & McNamara
9045 180th St E
Hastings, MN 55033

Or emailed: mike.mcnamara@hoffmanandmcnamara.com

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

17. RESPONSIBLE CONTRACTOR.

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

subcontractor ineligible to perform the Services of this Agreement and may result in termination of this Agreement by the City.

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

18. GENERAL PROVISIONS.

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

CITY OF COTTAGE GROVE

By: _____
Myron A. Bailey, Mayor

By: _____
Tamara Anderson, City Clerk

HOFFMAN & MCNAMARA

Signature: _____

Date: _____

Name: _____

Its: _____

Exhibit A

Request for Quotes for Boulevard Tree Planting 2023 City of Cottage Grove, Minnesota

The undersigned, being familiar with your local conditions, having made the field inspections and investigations deemed necessary, having studied the specifications for the work and being familiar with all factors and other conditions affecting the work and cost thereof, hereby proposes to furnish all labor, tools, materials, skills, equipment, and all else necessary to complete the project in accordance with the Detailed Specifications for Tree Replacement, on file with the Public Works Director or City Forester, 8635 West Point Douglas Road South, Cottage Grove, MN 55016-3318.

Quote is due Thursday, April 12th, 2023 at 11:00 A.M.

Species	Description	Size	Unit	Quantity	Unit Price	Totals
Kentucky Coffee Tree	#25 gallon pot/B&B	2" min	TREE	4	437-	⁴ 1748-
Renaissance Oasis Birch	#25 gallon pot/B&B	2" min	TREE	4	407-	⁴ 1628-
Hackberry	#25 gallon pot/B&B	2" min	TREE	10	412-	¹⁰ 4120-
Ironwood 'Ostrya virginiana'	#25 gallon pot/B&B	2" min	TREE	5	467-	⁵ 2335-
Honey Locust	#25 gallon pot/B&B	2" min	TREE	3	412-	³ 1236-
New Horizon Elm	#25 gallon pot/B&B	2" min	TREE	2	427-	² 854
Accolade Elm	#25 gallon pot/B&B	2" min	TREE	5	427-	⁵ 2135-
St. Croix Elm	#25 gallon pot/B&B	2' min	TREE	3	412-	³ 1236-
White Oak	#25 gallon pot/B&B	2" min	TREE	4	452-	⁴ 1808-
Northern Red Oak	#25 gallon pot/B&B	2" min	TREE	10	442-	¹⁰ 4420-
Heritage Oak	#25 gallon pot/B&B	2" min	TREE	4	447-	⁴ 1788-
Yellowwood 'Cladrastis kentukea'	#25 gallon pot/B&B	2" min	TREE	7	465-	⁷ 3255-
River Birch *Single Stem	#25 gallon pot/B&B	2" min	TREE	2	397-	² 794-
Japanese Tree Lilac *Single Stem	#25 gallon pot/B&B	2" min	TREE	4	427-	⁴ 1708-
Crabapple 'spring snow'	#25 gallon pot/B&B	2" min	TREE	2	391-	² 782-
Redmond Liden	#25 gallon pot/B&B	2" min	TREE	8	433-	⁸ 3464-
Ginkgo	#25 gallon pot/B&B	2" min	TREE	7	485-	⁷ 3395-
			Totals:	84		⁸⁴ \$36,706.00

- Quantities may be increased or decreased at the time of operations, however, no adjustment in the Bid Unit Price will be allowed.
- Locations of tree plantings may change at the time of operations, however, no adjustment in the Bid Unit Price will be allowed.
- Mobilization, utility conflicts and sales tax considerations should be included in the Bid Unit Price or otherwise will be considered incidental.
- All other work and costs shall be incidental to the Project and included in the Total Bid.
- Kentucky Coffee Tree must be of seedless varieties.
- Planting can start when road restrictions, soil and weather conditions will allow it.
- Birch and Japanese Lilac must be single stem

Time of Performance: The city is requiring the awarded contractor to have the work completed by June 1, 2023. The undersigned proposes as follows:

Date available to commence work: 4/24/2023 or as mutually agreed upon
 Date work will be completed: 6/1/2023

Insurance: The undersigned will provide proof of insurance to City at the time a contract is executed, in accordance with the insurance requirements provided by City in its request for quotation.

No quoter may withdraw the quote within thirty (30) days after the scheduled closing time for the receipt of quote. The City Council of Cottage Grove reserves the right to reject any and all quotes and to waive informalities.

E-mail, mail, fax, or deliver quote to:

Respectfully Submitted

City of Cottage Grove
 Public Works Department
 Attn: Forestry Department
 8635 West Point Douglas Rd S
 Cottage Grove, MN 55016
 Phone No. 651-458-2849
 Fax No. 651-458-6080
ghochstetler@cottagegrovemn.gov

Hoffman + McNamara Co. (A Corporation)
 Name of Company (An Individual)
 (A Partnership)
[Signature]
 Authorized Signature
4/12/2023
 Date



City Council Action Request

7J

Meeting Date	4/19/2023	
Department	Public Works	
Agenda Category	Consent Agenda	
Title	2023 EAB Trunk Injection Treatment Program Agreement	
Staff Recommendation	Approve the 2023 Emerald Ash Borer Trunk Injection Treatment Program Agreement.	
Budget Implication	none	
Attachments	Memo EAB.tif	737.71KB
	Rainbow Treecare Vendor Partner.tif	2.16MB



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

From: Ryan Burfeind, Public Works Director

Date: April 12, 2023

Re: 2023 EAB Trunk Injection Treatment Program Agreement

Background

Since 2019, the Cottage Grove has been working with Rainbow Treecare to promote and provide EAB treatment of private ash trees in the City. When this program was implemented in 2019, the City received proposals from different tree care companies, and ultimately selected Rainbow Treecare to partner with. Through this program, residents can contract with Rainbow Treecare to inspect and treat private ash trees, at a fixed price based on the diameter of the tree. This program provides benefits to the overall community as Rainbow Treecare provides educational materials on EAB. Also, they inventory all private trees that are treated under this program and provide a GIS database to the City for future tracking.

Discussion

The current agreement with Rainbow Treecare has expired and needs to be renewed. This program has been very successful since implementation, and Staff is recommending renewing the agreement. A few important things to note with this program:

- There are no City funds used as part of this program, residents work directly with Rainbow Treecare.
- This agreement does not require all residents to work with Rainbow Treecare for EAB treatment services, they are still free to work with any contractor.
- The City does not warranty any work completed by Rainbow Treecare.

The City Attorney reviewed and provided comments on the EAB treatment program agreement. These comments have been incorporated into the final agreement, which is included with this item for approval. The agreement is for a one year term and can be extended by written consent of both parties.

Recommendation

It is recommended that the City Council approve the 2023 EAB Trunk Injection Treatment Program Agreement.

Rainbow Treecare Proposal for 2023 Emerald Ash Borer Trunk Injection Treatment Cottage Grove “Vendor Partner”

Project Understanding

The City of Cottage Grove (City) is soliciting a pricing proposal from Rainbow Treecare to conduct trunk injection treatments to combat EAB in the community. The desire is to secure a “not to exceed” price which Cottage Grove residents can access to treat private ash trees.

In order to negotiate the best possible price, and encourage residents to proactively treat ash trees, the City is requesting pricing for the following scenario:

Rainbow Treecare as **THE** “vendor partner” for the City of Cottage Grove.

Vendor will be listed as such on the City website and in other formats which the City chooses to employ. The city will work with the contractor to provide outreach to citizens. Partner does not mean exclusive, residents will be free to work with the vendor of their choosing. This rate and “vendor partner” status with the city will be for a period of 1 year, at which time the position can be reopened for quotes, or extended by the mutual written consent of the parties at the terms of their choosing.

Program Details

The City desires to collect inventory data for every ash tree that is treated in Cottage Grove to supplement current tree inventory data. Data shall include location of tree, size of tree, and date of treatment. The City also desires to have every treated tree identified with a simple tree tag indicating the year of treatment and the letters EAB. These tasks are included with this pricing proposal.

Ash trees shall be injected with a liquid formulation of 4% Emamectin benzoate as a preventative or therapeutic treatment for emerald ash borer. Rainbow Treecare shall have a competent superintendent who is an ISA certified arborist supervising all application crews. Rainbow Treecare shall also provide an adequate and qualified staff certified for the proper coordination and expediting of work under this agreement.

Rainbow Treecare Services

- Interested homeowners will contact Rainbow Treecare directly to initiate an inspection, receive a quote, and provide permission.
- Rainbow Treecare will inspect ash trees on private property and determine whether they are appropriate for treatment.
- All ash injections must be completed between May 15th and October 15th of each year or before fall leaf color, whichever occurs sooner.
- Any variances in dates must be approved by the city forester.
- All invoices will be remitted to the homeowner.

EAB Injection Price Quote

All private ash trees injected will be priced at a flat rate for price per DBH inch for all tree sizes.

Price per DBH: \$7.25

DBH cutoff: None

Included in Rainbow Treecare's price per inch:

- Dedicated full-time municipal consulting and GIS staff
 - Single point of contact
 - End of year reporting on program participation including protected tree location
- Design, printing, and mailing of co-branded flyers to residents (example attached)
 - City landing web page
- National experience in communicating the impacts and management of EAB in communities.

The City of Cottage Grove does not guarantee or warranty Rainbow Treecare's products or services. The City considers Rainbow Treecare a company that is qualified to perform this service, but each property owner will be required to undertake a private contract with the vendor and the City will not warrant, insure or otherwise indemnify the homeowner for vendor's work or any damage as a result of vendor's work.

Example of Direct Mail Post Card:

URGENT ALERT!

DON'T LOSE YOUR ASH TREES!

Protect them from Emerald Ash Borer

Emerald Ash Borer is rapidly spreading in our community, attacking and killing unprotected ash trees. **TIME IS RUNNING OUT** to treat your ash trees before it's too late!





CITY-WIDE RESIDENT TREATMENT DISCOUNT AVAILABLE! ACT NOW!

Due to the presence of emerald ash borer (EAB), the city of St. Louis Park has chosen **Rainbow Treecare** as their contractor to treat public ash trees. This includes trees along boulevards. A city-wide discount is being offered to your community for trees on PRIVATE property that are at least 10" in diameter and in good physical condition.

Taking care of your trees preserves their value for your property and your neighborhood.

Rainbow Treecare WILL INSPECT YOUR TREE(S) AT NO COST TO YOU to determine if an EAB treatment is the best option. Take advantage of this city-wide bulk discount to protect your neighborhood's urban forest!

Keep Your Eye Out for Additional Threats That May Impact the Health of Your Trees:

- Drought Stress
- Construction Damage
- Other Insects & Diseases

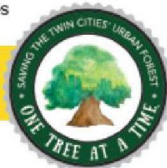
Protecting an Ash Tree for 20 Years is Often Less Than the Cost of Removal!



St. Louis Park
MINNESOTA

www.RainbowTreecare.com/stlouispark

952.767.6920



Emerald ash borer is an invasive pest that kills ash trees.

City Landing Page Example:

Home / Emerald Ash Borer / Cottage Grove

Cottage Grove Discount Program for Emerald Ash Borer Prevention



Emerald Ash Borer was confirmed in Cottage Grove in February of 2018 and is infesting and killing ash trees in your community. Residents must take action to treat or remove their tree before it's too late! **Act now and save at least 15% on treatments** with a special discount for Cottage Grove residents through October 2022!

Contact the Experts

You can protect your ash tree for 20 years for less than the cost to remove and replace it.



What are My Choices if I have an Ash Tree?

If you have an ash tree, now is the time to decide what to do. Ash trees can either be protected or removed. Cottage Grove is encouraging residents to treat large, well-placed, healthy private ash trees as part of an EAB treatment program.

Considerations for Treatment:

- Is the size of your tree is greater than 10" in diameter?
- Is your tree competing with other trees or infrastructure?
- Does your tree show no more than 30% of canopy decline if infestation is suspected?



Most importantly, treating an ash tree is more cost-effective than removal. In addition, you maintain the tree benefits and value of a mature tree to your property!

Read more about Cottage Grove's Emerald Ash Borer Management Program.

Take advantage of the Cottage Grove EAB Prevention Program and schedule your free ash tree inspection today!

Contact the Experts



Emerald Ash Borer Treatment Estimates

952-767-6920

*** Indicates required fields

Name*

Email*

Phone* Phone*

Street Address*

City*

Zip Code*

I am interested in:

- ☐ Pruning / Trimming
- ☐ Tree / Stump Removal
- ☐ Tree Health Care
- ☒ Emerald Ash Borer
- ☐ Lawn Care
- ☐ Household Pests
- ☐ Tick/Mosquito Control
- ☐ Holiday Lights
- ☐ Other

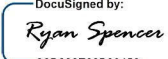
SIGNATURES

City of Cottage Grove

By: _____

Date: _____

Rainbow Treecare

By:  _____
CSD803E02B08456...

Date: 4/3/2023 _____



City Council Action Request

7K

Meeting Date	4/19/2023	
Department	Public Works	
Agenda Category	Consent Agenda	
Title	2023 Washington County Grant Agreement for Municipal Recycling	
Staff Recommendation	Approve the 2023 Grant Agreement for Municipal Recycling Grant Distribution for \$56,734.00.	
Budget Implication	N/A	
Attachments	2023 Washington County Recycling Grant Agreement CC Memo.tif	487.64KB
	2023 Washington County Recycling Grant Agreement.tif	10.27MB



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

From: Joe Fox, PE, Project Engineer

Date: April 11, 2023

Re: 2023 Washington County Grant Agreement for Municipal Recycling

Background

In an effort to improve recycling in Washington County, the County's Department of Health and Environment awards recycling grants to participating cities to fund recycling awareness and programs that target residents. The annual recycling grant reimburses the City for qualifying recycling programs.

Discussion

The County grant for Cottage Grove in 2023 is \$56,734. The City utilizes this grant funding for the food scraps collection program, the spring clean-up event at Public Works, to offset the costs of articles on recycling topics that appear in Cottage Grove Reports, and on other recycling-related projects. The grant funding also reimburses the City for staff time spent working on recycling programs.

Recommendation

It is recommended that the City Council approve the 2023 Grant Agreement for Municipal Recycling Grant Distribution for \$56,734.00.

**2023
GRANT AGREEMENT
FOR
MUNICIPAL RECYCLING GRANT DISTRIBUTION**

THIS AGREEMENT made and entered into by and between the County of Washington, hereinafter referred to as the "County", and the City of Cottage Grove, 12800 Ravine Parkway South, Cottage Grove, MN 55016, hereinafter referred to as the "Grantee".

WHEREAS, the County desires to encourage and provide opportunities for residential recycling to reduce the County's reliance on solid waste disposal facilities, and

WHEREAS, the Washington County Board of Commissioners has budgeted funds to be used to further develop recycling projects in the County.

NOW, THEREFORE, the parties hereto agree as follows:

1. Term:

The term of the Agreement shall be from the date this Agreement is approved by the County to December 31, 2023.

2. The County's Obligations:

The County will pay the Grantee an amount of up to \$56,734.00 which is to be used for recycling program expenses in 2023. Payment will be within 60 days of execution of this Agreement.

3. The Grantee's Obligations:

- a. The Grantee agrees to follow their 2023 Municipal Recycling Grant Application and the guidelines therein (Exhibit A).
- b. The Grantee will use all recycling grant money received in 2023 as a result of this Agreement, for base funding activities, recycling projects, and public education related to recycling, as indicated in Exhibit A. If all recycling grant funds are not used within the grant period, the Grantee must return unexpended funds to the County unless the County approves utilizing the unspent funds for recycling projects the following year.
- c. The Grantee shall sign and return this Agreement to the County by July 1, 2023. Failure to do so will result in a reduction or loss of grant funds.
- d. The Grantee agrees to support State efforts in obtaining hauler reports by ensuring compliance through ordinance, contract or license requirements and the ability to exercise punitive actions, if needed.
- e. The Grantee will prepare and submit annual work plan project reports to the County. The reports shall cover the time period from January 1 to December 31 and shall be submitted to the County by January 31st of the year following the reporting period. The annual reports are available on the County's Municipal Recycling Grant Application and Reporting software (Re-TRAC Connect).
- f. Pursuant to Minnesota Statutes Sections 115A.46 and 115A.471, all waste generated by city/township government activities (including city/town halls, public

works buildings, parks, and for city/townships that arrange for waste services on behalf of their residents) shall be delivered to the Ramsey/Washington Recycling and Energy Center in Newport for disposal. Failure to comply with this provision shall constitute a breach of this Grant Agreement.

- g. The parties agree that if the Grantee contracts or otherwise arranges for municipal solid waste hauling service on behalf of its residents and/or businesses and the Grantee issues bills for this service, the Grantee shall bill the County Environmental Charge (CEC) as a separate line item on the solid waste bill and shall make reasonable effort to collect the CEC. Exception to this provision is if the licensed hauler collected the CEC for the previous year. All County Environmental Charges collected shall be remitted to the County according to section 14.5 of Washington County Ordinance #178 or its replacement, Ordinance #194, effective July 1st, 2014. Failure of the Grantee to comply with this provision shall constitute a breach of this Grant Agreement and will result in loss of grant funds.

4. Indemnification and Insurance:

- a. The Grantee 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 willful acts or omissions of the Contractor/Consultant in the performance of this agreement.
- b. The Grantee agrees that in order to protect itself, as well as the County, under the indemnity provisions set forth above, it will at all times during the term of this Agreement, keep in force the following insurance protection in the limits specified:
 - 1. Commercial General Liability/Professional Liability with contractual liability coverage in the amount of the County's tort liability limits set forth in Minnesota Statute 466.04 and as amended from time to time.
 - 2. Automobile coverage in the amount of the County's tort liability limits set forth in Minnesota Statute 466.04 and as amended from time to time.
 - 3. Worker's Compensation in statutory amount. (if applicable)

Prior to the effective date of this Agreement, the Grantee will furnish the County with a current and valid proof of insurance certificate indicating insurance coverage in the amounts required by this agreement. This certificate of insurance shall be on file with the County throughout the term of the agreement. As a condition subsequent to this agreement, Grantee shall insure that the certificate of insurance provided to the County will at all times be current. The parties agree that failure by the Grantee to maintain a current certificate of insurance with the County shall be a substantial breach of this agreement and any payments on the made pursuant to this agreement shall be withheld by the County until a certificate of insurance showing current insurance coverage in amounts required by this agreement is provided to the County.

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.

5. Data Practices:

All data collected, created, received, maintained, or disseminated for any purposes by the activities of Grantee 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 privacy.

6. Condition Subsequent:

It is understood and agreed that in the event that reimbursement to the County from state sources is not obtained and continued at a level sufficient to allow the Grant, the obligations of each party hereunder shall thereupon be reviewed to determine the necessity of renegotiating all or parts of this Agreement.

7. Records Availability and Retention:

Pursuant to Minnesota Statute Section 16C.05, Subd. 5, the Grantee agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. which are pertinent to the accounting practices and procedures of the Grantee and involve transactions relating to this Agreement.

Grantee agrees to maintain these records for a period of six (6) years from the date of termination of this Agreement.

8. Independent Contractor:

Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint ventures with the County. No tenure or any rights or benefits, including Worker's Compensation, Unemployment Insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to County employees, shall accrue to the Grantee or employees of the Grantee performing services under this Agreement.

9. Nondiscrimination:

During the performance of this Agreement, the Grantee agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, sexual preference or orientation, disability, marital status, public assistance status, criminal record, creed or national origin,

be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all applicable Federal and State Laws against discrimination.

10. Firearms Prohibited:

Unless specifically required by the terms of this contract or the person it is subject to an exception provided by 18 USC§ 926B or 926BC (LEOSA) no provider of services pursuant to this contract or subcontractors shall carry or possess a firearm on county premises or while acting on behalf of Washington County pursuant to the terms of this agreement. Violation of this provision is grounds for immediate suspension or termination of this contract.

11. Noncompliance by Grantee:

If the County finds that there has been a failure to comply with the provisions of this Agreement, the County may terminate the Agreement at any time following seven (7) days written notice to the Grantee and upon failure of the Grantee to cure the default within the seven day period. The County will require the Grantee to repay the grant funds in full or in a portion determined by the County. Nothing herein shall be construed so as to limit the County's legal remedies to recover grant funds.

12. Termination:

This Agreement may be canceled by either party upon thirty (30) days written notice delivered to the other party to the addresses listed in Section 12 of this Agreement.

13. Notice. Any notice required under this Agreement must be in writing and personally served or sent by prepaid registered, or certified mail (return receipt requested), to the address of the party specified below or to such different address as may in the future be specified by a party by written notice to the other:

If to County: Department of Public Health and Environment
14949 62nd Street North
P.O. Box 6
Stillwater, MN 55082-0006

If to Grantee: City of Cottage Grove
12800 Ravine Parkway
Cottage Grove, MN 55016
Attention: City Administrator

14. Merger and Modification:

- a. It is understood and agreed that the entire Agreement between the parties is contained here and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred

to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

- b. Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an Amendment and signed by the parties.

15. Force Majeure Events:

For purposes of this agreement, "Force Majeure" refers to an event that by its nature is unforeseen, or, if it was foreseen, was beyond reasonable control by either party. Neither County nor Grantee 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 County or Grantee under this Agreement. With a Force Majeure event, the parties agree to 1) make an attempt to reschedule any such municipally planned events impacted included but not limited to community clean-ups, collection events, planned performances, and promotional campaigns, or 2) substitute the impacted event with other acceptable recycling efforts as outlined in Exhibit A of this agreement.

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

- 17. 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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

GRANTEE

BY: _____
Myron Bailey, Mayor

DATE: _____

BY: _____
Tamara Anderson, City Clerk

DATE: _____

WASHINGTON COUNTY

BY: _____
David Brummel, Director

Department of Public Health
and Environment

DATE: _____

APPROVED AS TO FORM

BY: _____
Ass't Washington Co. Attorney

DATE: _____

EXHIBIT A

Municipal Recycling Grant Guidelines

2023

Municipalities in Washington County are responsible for establishing and maintaining municipal recycling programs. The County provides educational, financial and technical assistance to local governments to aid these programs. The County's municipal recycling grant program assists municipalities with recycling program expenses.

Grant funding levels are dependent on municipality household counts and recycling program activities. Municipalities are encouraged to apply for the maximum level of funding. Four levels of grant funding are available:

1. **Base Funding**: funding to cover administrative and program expenses to sustain existing programs and covers the BASIC category of the recycling continuum. Base funding is dependent on the number of households in a community.
2. **Project Funding**: funding to target specific grant projects that are related to achieving recycling goals and covers projects contained in the IMPROVED and ADVANCED categories of the recycling continuum.
3. **Incentive Funding**: funding for one-time special projects or purchases that cannot be covered with project funding. Project funding should be applied for before incentive funding is applied for.
4. **Shared Resources Funding**: funding for collaboration among multiple municipalities.

I. Eligibility Requirements

In order to receive funding through the Washington County municipal recycling grant program, municipalities must meet the following eligibility requirements:

1. A municipality's curbside recycling program shall be established by ordinance or a contract with a recycling contractor and be in operation during 2023.
2. Municipality must support State efforts in obtaining hauler reports by ensuring compliance through ordinance, contract or license requirements and the ability to exercise punitive actions, if needed.
3. All multi-unit dwellings (4 or more units) must have recycling service available.
4. At a minimum, the municipality must meet or plan to meet the components under the BASIC category of the recycling continuum (see page 9).
5. At a minimum, municipal staff must participate in two recycling coordinator meetings and one meeting with PHE staff per year to develop the two year grant project work plan.

6. Supply Verification of Compliance with Minnesota Statute 115.471 and 115A.46 Public Entities Law (if applicable)
7. Submit completed previous grant cycle expenditures and project final reports.
8. Submit complete application and project(s) form, as applicable.
 - a. Complete projects and performance measures outlined on the application or return funds for incomplete projects.
9. Continue to make progress along the municipal recycling performance continuum.

Washington County, on behalf of State requirements, reserves the right to withhold any and all funding from municipalities for; 1) good faith failure to report on previous grant activities of a municipality, 2) failure to complete application and project work plans, and 3) actively engage with PHE in grant funding activities and the execution of grant projects.

II. Funding Application

Municipalities must complete a funding application by March 10th 2023 to receive grant funding. Completed applications and yearly work plan(s) must be submitted using the Re-TRAC Connect program.

III. Grant Funding Allocation

Funding is separated into four (4) categories:

1. **Base funding:** funding for activities that sustain the municipalities existing recycling program. This includes funding for administration of a recycling ordinance, resident questions, completing the municipal grant application, work plan(s) and annual report, residential recycling information, website maintenance, and meeting the BASIC category of the continuum, which can be found on page 9. The table below shows how base funding is determined for each community.

# of Households	Eligible Amount for Base Funding
<450	\$1,500.00
451-1000	\$2,500.00
1001-2000	\$5,000.00
2001-5000	\$10,000.00
5001-10000	\$20,000.00
≥10000	\$30,000.00

Note: household data is retrieved from the Metropolitan Council's most recent population estimates. These estimates are the official population and household estimates for state government purposes, including how local government aid (LGA) and local street aid allocations are determined. Previous year estimates are prepared the following year and certified by July 15.

2. **Project funding:** funding to develop and implement new or expanded recycling projects that encourage movement along the recycling continuum in the IMPROVED and

ADVANCED categories, found on page 9. A municipality is eligible to receive \$0.50/household per project. A municipality may qualify for up to four projects per year.

3. **Incentive funding:** one-time special project funding for large purchases that cannot be covered with project funding. Incentive funding can be applied for after the March 10th grant application deadline so long as the municipality meets to discuss with PHE staff. Funding can be requested and utilized at any time during the 2023 grant cycle.
4. **Shared Resource funding:** this is targeted to fund collaborations among municipalities. Municipalities participating in shared resource funding must designate one municipality to act as representative and fiscal agent to be liaison with the county.

IV. Eligible Expenses

Grant funds may be used for the following recycling related expenses:

1. Administrative (maximum of 75% of County grant funds)

- Salary and legal costs of personnel only while directly working on, part time or full time, the planning, implementation and promotion of eligible activities.
- Salaries, benefits and mileage for consultant services or temporary help with prior written approval from PHE and must be related to eligible activities.
- County-approved educators, performers, and municipal staff who help implement required education activities using County toolkits and standardized messaging.

2. Capital expenses

- Event recycling containers (i.e. Clear Stream recycling and/or other expenses approved by PHE staff)
- Public space recycling containers (i.e. parks, trails, community facilities and/or other expenses approved by PHE staff)
- Recycling containers and education for municipally owned/operated buildings and internal spaces
- Resident-only municipal food scraps drop-off site (i.e. construction,, signage, promotion and/or other expenses approved by PHE staff)

3. Public Education and Promotion

- Design, production, and distribution of flyers, brochures, newsletter articles, posters, advertisements, videos, billboards, audio (radio, video, television, theater), electronic (website and e-news) and other communication promotional items reaching at least 1% of a community's population
- Updating and disseminating Washington County flyers, brochures, newsletters, posters, advertisements, videos, billboards, audio (radio, video, television, theatre) electronic (website and e-news) and other communication promotional items
- Development of promotional materials for a community event such as a clean-up day or road clean up event
- The percentage of cost for a municipality's newsletter devoted to recycling

- Environmental commissions and related expenses directly related to recycling and waste education (maximum of 25% of County grant funds)

4. Shredding Events

- Disposal costs of materials collected for shredding by an approved County vendor
- Design, production, and distribution of flyers, brochures, newsletter articles, posters, advertisements, videos, billboards, audio (radio, video, television, theater), electronic (website and e-news) and other communication specific to the collection of materials for shredding

5. Other

- Yard waste, recycling, or composting project (i.e. backyard composting promotion activities)
- Reuse projects and promotion
- Other expenses with prior written approval from the PHE

V. Ineligible Expenses

1. Permanent, single sort, year-round recycling drop-off locations
2. Disposal expenses specific to community clean up events or road cleanup activities such as wages to workers and hauling/disposal expense for trash or material collected and used as a fuel such as tires and used oil
3. Expenses for non-waste abatement, such as energy or ground water
4. Ongoing recycling or garbage service fees (collection, processing, transportation)
5. Costs for office equipment and supplies
6. Street sweeping expenses
7. Beautification projects or rain gardens
8. Lobbying and legal expenses
9. Food or refreshments
10. Funding currently budgeted or being provided by applicant

VI. List of Standard Recyclable Materials to Be Collected Curbside for Single Sort Collection

PHE created the list of standard recyclable materials to be collected curbside after researching current materials collected curbside by haulers as well as the availability of viable end markets for those materials. This list covers only the **minimum** materials recommended for residential curbside collection. A municipality may require the collection of additional recyclable materials. A municipality may choose how to enforce such as through ordinance or hauler licensing. At a minimum, the following materials must be included in the municipality's curbside program:

Standard Recyclable Materials to Be Collected Curbside for Single Sort Collection

Paper

- Boxboard including corrugated cardboard (OCC)
- Envelopes- window and metal clasps acceptable

- Magazines and catalogs
- Mail, office and school paper
- Newspaper and inserts
- Phone books

Cartons

- Milk and broth cartons
- Juice boxes

Metal

- Food and beverage aluminum/tin/bimetal cans

Glass

- Food and beverage bottles and jars

Plastics

- PET (#1)
 - water, soda and juice bottles
 - ketchup and salad dressing bottles
- HDPE (#2)
 - Milk and juice jugs
 - Dish soap bottles and detergent jugs
 - Shampoo, soap and lotion bottles
- PP (#5)
 - Yogurt, pudding and fruit cups
 - Margarine, cottage cheese and other tubs

This standard list of recyclables for single sort recycling collection will be periodically reviewed and updated by PHE as additional materials and end markets become available. PHE may add materials to this list and require municipalities to begin collection of the new materials within one year of receiving notification from the PHE.

VII. Verification of Compliance with Minnesota Statute 115.471 and 115A.46

Public Entities Law

As a condition of eligibility for the Washington County Municipal Recycling Grant funds, pursuant to Minnesota Statutes 115A.46, subd. 5 and 115A.471, all waste generated by municipal government activities, including, but not limited to city/town halls, public works buildings, parks, etc., and waste arranged or waste contract for on behalf of its residents (such as organized garbage collection), must be managed in accordance with the County's Solid Waste Management Plan and delivered to the Ramsey/Washington County Resource Recovery Facility in Newport for disposal. Failure to comply with this provision shall constitute a breach of the Municipal Recycling Grant Agreement.

VIII. Reporting

1. Hauler Reporting

The Minnesota Pollution Control Agency will collect tonnage reports directly from haulers on behalf of Counties and Municipalities. Reports will be collected on a quarterly basis and will have tonnage amounts for MSW/garbage, recycling and source separated organics listed for each County. To ensure data is provided to the State quarterly, municipalities are expected to continue their role in enforcing hauler compliance through existing ordinances, contracts or licenses with haulers. Municipalities are expected to exercise punitive actions, if needed. The final, compiled hauler reports will be available on the County's Re-TRAC Connect system for municipality's to view after the reporting period has closed.

2. Annual Work Plan Project Status Reports

Municipalities receiving funding through the Washington County municipal recycling grant program must complete annual work plan project status reports. The annual report is a measure of a municipality's progress towards meeting components on the recycling continuum and on program expenditures. Annual reports must be completed by the municipality receiving the grant by January 31st of each year using the County's Re-TRAC Connect system.

a. Work plan project status report:

- project completion (yes/no)
- performance measurements (minimum of 3 forms of measurement, as identified in work plan, should be reported)
- description of information helpful to other municipalities desiring to replicate projects

3. Final Program Expenditures Report

Municipalities receiving funding through the Washington County municipal recycling grant program must complete final program expenditures report at the end of the grant term. Reports must be completed to receive funding in future grant cycles. Components to be included in the final report includes the following:

a. Program expenditures: *Total program expenditures must equal total program revenue.*

- Administrative costs including
 - Direct salaries
 - Direct membership, training, subscriptions
 - Consultant services and or temporary help
 - Promotion
 - Design, printing and postage
 - Advertisements
 - Videos
 - Promotional items
 - Special events
 - Other (list and describe)
- Capital Costs

- **Collection Costs** (recycling grant funds cannot be used for collection costs)
 - **Other**
- b. For each line item on the report's expenditures sheet, indicate:
- Total County grant funds used
 - City/Township funds contributed
 - % of County grant used for particular line item
 - Total expenditures

IX. Recycling Performance

A municipality's performance will be evaluated based on information from the annual work plan project status reports, and reasonable effort towards reaching outcomes from work plan activities implemented and progression along the recycling continuum. PHE reserves the right to request documentation for information submitted.

Failure by a municipality to demonstrate measureable progress towards one or more of the work plan goals will result in a Recycling Improvement Plan be submitted 90 days of being notified by PHE. The Plan must be negotiated with PHE and specify the efforts that will be undertaken by the municipality to improve its recycling program to achieve the identified goal in the work plan by implement strategies agreed upon by municipal staff and PHE. The plan should focus on components of the recycling continuum. Funding will be withheld until the municipality's Plan is completed and approved by PHE.

X. County Responsibilities

1. Grant documents

PHE will provide the grant application and work plan by January 1st for each municipality to use to request grant funding and to develop project work plans. PHE will also provide the annual report for municipalities to report on their recycling program. Annual reports are available year round.

2. Meetings

PHE staff will continue to host quarterly recycling coordinator meetings and will make meeting materials available on the [City Recycling Resources](#) webpage on the County's website. PHE staff will also continue to coordinate individual work plan meetings with each municipality to identify grant projects.

3. Technical assistance

PHE staff will help identify if and how additional technical assistance is needed.

4. Payments

Grant payment will be made in one installment, which is to be used for recycling program expenses in 2023. The payment will be made within 60 days of execution of the Recycling Grant Agreement.

5. Recycling tonnages

Recycling tonnages for each municipality will be collected by the Minnesota Pollution

Control Agency (the State) from the community's recycling hauler(s) on a bi-annual basis. Reports are available on the County's Re-TRAC Connect system.

6. Residential recycling survey

If requested, PHE will assist in the development of a survey on residents' recycling knowledge and behavior for municipalities to promote and distribute regularly.

7. Online recycling information and best practices

PHE will maintain the [City Recycling Resources](#) webpage on the County's website for use by municipal staff to obtain information on recycling best practices, learn about other grantee projects, track recycling coordinator meetings, and access templates and other educational information designed specifically for use by municipalities.

8. Commercial Recycling

PHE has a separate funding mechanism to promote and support recycling in the commercial sector. This program is called BizRecycling and more information can be found at www.bizrecycling.com.

9. Recycling in multi-unit dwelling (4+ units)

PHE has a separate funding mechanism to promote and support recycling in multi-unit dwellings. More information and ways to access this program can be found on www.bizrecycling.com.

Supplemental documents required upon application submittal:

- ☐ Updated waste and recycling ordinance(s) (if applicable)
- ☐ Updated waste and recycling contract(s) (if applicable)
- ☐ City/Township council meeting minutes discussing/approving updated ordinances/contracts (if applicable)
- ☐ Verification of public entities law (Minnesota Statute 115.471 and 115A.46) (if applicable)
- ☐ A certificate of insurance indicating the municipalities' general liability limits as indicated in Section 4 of the Agreement. *Please be sure to include the certificate with the application and not have it sent separately by your insurance carrier.*

Washington County Municipal Recycling Grant Continuum

<i>BASIC</i>	<i>IMPROVED</i>	
Administrative	Administrative	Advanced
Actively participate in municipal recycling grant program	Engage in professional development around recycling best practices	Provide professional development for staff on recycling best practices
Participate in a minimum of two recycling coordinator meetings per year	Develop partnerships within the community to create more widespread knowledge of recycling best practices	Establish partnerships with local businesses and organizations
Establish a curbside recycling program by ordinance or contract	Update solid waste/recycling ordinance and/or contract with county assistance to meet current state requirements	Update solid waste/recycling ordinance and/or contract with county assistance to expand and improve program
Require collection of standard list of recyclables	Support community wide efforts to increase recycling of non-standard items	Adopt municipal policies to encourage recycling for non-standard items
Support state efforts in obtaining hauler reports through ordinance, contract or license requirements		
Capital Expenses	Capital Expenses	Capital Expenses
Establish signage or updated signage for collection best practices	Replace worn/torn/missing signage	Establish municipal drop location for recycling materials available for curbside pick-up
Provide recycling in municipally owned/operated public spaces	Expand recycling in municipally owned/operated public spaces	Establish permanent-away-from-home recycling locations such as fairs, parks, athletic fields
Provide recycling in municipally owned/operated buildings (non-public facing)	Expand recycling in municipally owned/operated facilities (non-public facing)	Establish programs that target specific groups or organizations
Education & Information	Education & Information	Education & Information
Establish and maintain web page with recycling and waste information for residents and businesses that meet minimum requirements set by the county	Improve information on municipal web page to encourage waste reduction and reuse	Provide recycling and waste information to the community
Share designated county created communications	Encourage backyard composting and provide information on county's compost bin/rain barrel sales	Establish recycling targets for individual properties
Update county resources as shared by the county	Encourage special events in community to utilize the county's special event resources	Encourage special events in community to utilize the county's owned special event resources
Reach 1% of resident population with municipal waste and recycling information and programs		Provide recycling and food scrap collection services sponsored by the municipal government
	Encourage reuse opportunities and provide outreach on environmental benefits of reuse	Establish reuse incentive program
Multi-Unit Dwellings	Multi-Unit Dwellings	Multi-Unit Dwellings
Ensure all multi-unit dwellings (4 or more units) have recycling services available	Provide educational materials to interested properties and refer property managers to Washington County staff	Target education to specific groups or organizations
	Coordinate targeted information /events for multi-units	Host clean-up events for multi-units



City Council Action Request

7L

Meeting Date	4/19/2023	
Department	Administration	
Agenda Category	Consent Agenda	
Title	First Amendment to the Purchase Agreement Mississippi Dunes	
Staff Recommendation	Authorize the execution of the First Amendment to the Purchase Agreement with The Dunes, LLC to extend the closing date to June 30, 2023.	
Budget Implication	N/A	
Attachments	Mississippi Landing First Amendment to the PA Memo.tif	1.34MB
	First Amendment to the Purchase Agreement - Dunes.tif	1.4MB

TO: Honorable Mayor and City Council

FROM: Jennifer Levitt, City Administrator

DATE: April 13, 2023

RE: Mississippi Dunes – First Amendment to the Purchase Agreement

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.

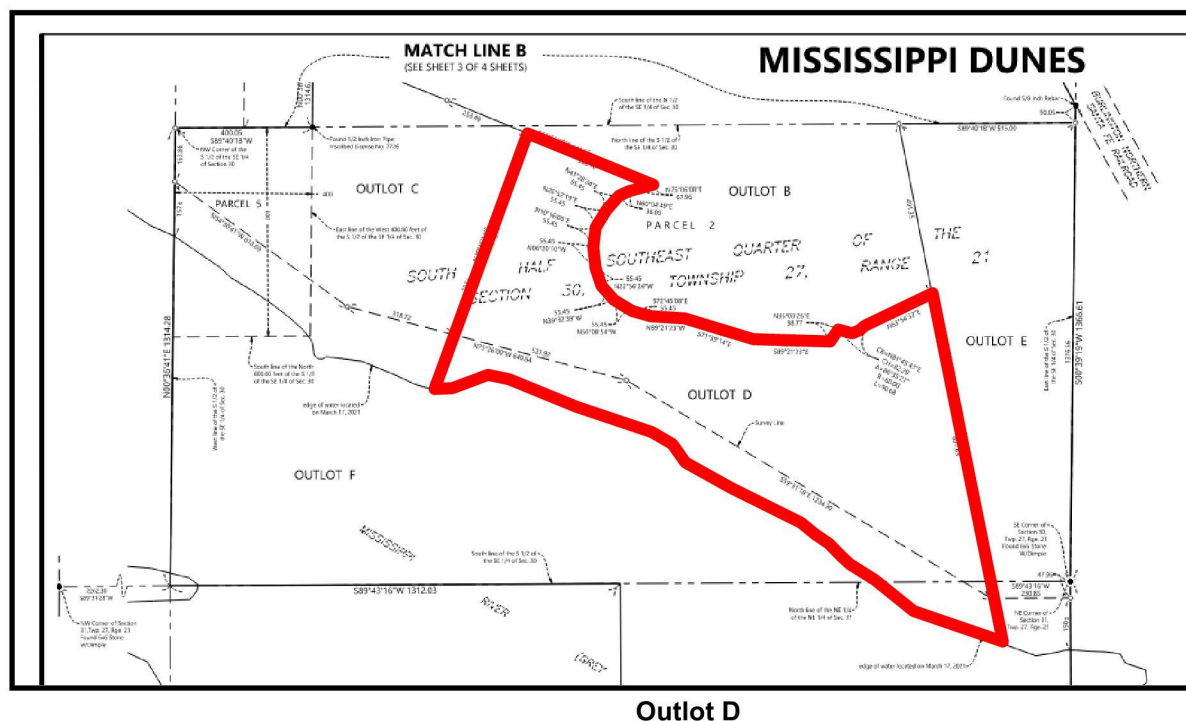
Following the Master Plan approval, the development applicant at the time (Pulte) completed an Environmental Assessment Worksheet (EAW) and worked through the required processes. The official 30-day review/comment period expired on January 6, 2022, and the Council reviewed the comments on February 2, 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.

First Amendment to the 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. Council approved the execution of the Purchase Agreement at the February 15, 2023 meeting. The Purchase Agreement included an April 19, 2023 closing date.



Additional time is necessary to get the required approvals before closing and the current landowner has agreed to an extension of the closing date. The First Amendment to the Purchase Agreement extends the closing date to June 30, 2023 to allow the City the additional time needed to complete the MOU and the temporary access agreement along with getting the final plat approved by Washington County.

Recommendation

Authorize the execution of the First Amendment to the Purchase Agreement with The Dunes, LLC to extend the closing date to June 30, 2023.

Attachments

First Amendment to the Purchase Agreement

FIRST AMENDMENT TO PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AGREEMENT (this “First Amendment”) is entered into 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 and City entered into a purchase agreement dated February 15, 2023 (“Agreement”) for the purchase and sale of real property identified in the Agreement.

Recital No. 2. City has requested an extension of the Closing Date, in Section 6 of the Agreement, to occur no later than June 30, 2023.

Recital No. 3. Seller does not object to the requested extension.

NOW, THEREFORE, in consideration of the covenants and the mutual obligations contain herein, the parties hereby covenant and agree with each other as follows:

1. The entire Agreement is hereby incorporated into this First Amendment, except as modified below.
2. Section 6 of the Agreement shall be removed and replaced in its entirety as follows:
 6. **Closing.** The closing of the purchase and sale contemplated by this Agreement (“Closing”) shall occur no later than June 30, 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.
3. Except as provided for above, the terms and provisions of the Agreement shall remain in full force and effect.
4. This First Amendment and all disputes or controversies arising out of or relating to this First Amendment or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Minnesota, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Minnesota.
5. Nothing contained herein shall be deemed a waiver by City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Seller or its successors or assigns, shall be subject to any governmental immunity defenses of City and the maximum liability limits provided by Minnesota Statutes, Chapter 466.

6. This First Amendment may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by the parties and delivered to the other parties.
7. This First Amendment shall not be amended, modified or supplemented, except by a written instrument signed by an authorized representative of each party.

[remainder of page intentionally blank]

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: *D Gustafson*
David Gustafson, President



City Council Action Request

7M

Meeting Date	4/19/2023	
Department	Public Works	
Agenda Category	Consent Agenda	
Title	Summers Landing 3rd and 4th Additions Final Streets Improvements	
Staff Recommendation	Adopt Resolution 2023-057 approving the plans and specifications and establishing a May 11, 2023, bid date for the Summers Landing 3rd and 4th Additions Final Streets Improvements Project.	
Budget Implication	Engineer's Estimate = \$521,750 (Assessments)	
Attachments	Summers Landing 3rd & 4th Final Streets CC Memo.tif	797.58KB
	Summers Landing 3rd & 4th Final Streets Resolution.tif	451.72KB
	Summers Landing 3rd & 4th Final Streets P&S.tif	14.01MB



To: Honorable Mayor and City Council
Jennifer Levitt, P.E., City Administrator

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

Date: April 12, 2023

Re: Summers Landing 3rd and 4th Additions Final Streets Improvements – Approve Plans & Specifications and Establish Bid Date

Background

The City continues to work with Summergate Companies on the Summers Landing development, which is located along the west side of Hadley Avenue between 95th Street and 90th Street. The next step in the development process is to construct the final streets in the 3rd and 4th Additions of Summers Landing. Developers are required to finish construction of homes on at least 90 percent of lots, or three years must have passed after the first lift of pavement has been installed, before final streets improvements can start – these two additions have surpassed that threshold.

The 3rd and 4th Additions are located on the west and north sides of the development. These additions contain 179 single family lots. As in all residential developments in the Cottage Grove, the streets were constructed with a temporary bituminous wedge to protect the concrete curb and gutter during home construction. In the final streets process, the temporary wedge is removed, and the permanent bituminous wear course is laid.

In addition to the residential streets, the wedge will be removed and the final lift of bituminous pavement installed on a 900-foot section of Mississippi Dunes Boulevard, just south of 90th Street. The Final Streets Improvements plan sheets are attached.

Discussion

Plans and Specifications

Plans and specifications have been prepared in accordance with City standards and specifications. The engineer's estimate for the construction of the improvements is \$521,750.

Bid Date

A bid date of May 11, 2023, at 10:00 a.m. will provide ample time to provide required notification to contractors.

Recommendation

It is recommended that the City Council adopt Resolution 2023-057 approving the plans and specifications and establishing a May 11, 2023, bid date for the Summers Landing 3rd and 4th Additions Final Streets Improvements Project.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2023-057

**RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS AND
ESTABLISHING A BID DATE FOR THE SUMMERS LANDING 3RD AND 4TH
ADDITIONS FINAL STREETS IMPROVEMENTS PROJECT**

WHEREAS, plans and specifications for the Summers Landing 3rd and 4th Addition Final Streets Improvements Project were completed according to City standards; and

WHEREAS, a bid date has been established for May 11, 2023; and

WHEREAS, the City Engineer has presented such plans and specifications to the City Council for approval.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, approves the plans and specifications and establishes a bid date of May 11, 2023, for the Summers Landing 3rd and 4th Additions Final Streets Improvements Project.

Passed this 19th day of April 2023.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



MYRON BAILEY
DAVE THIEDE
STEVE DENNIS
JUSTIN OLSEN
TONY KHAMBATTA
JENNIFER LEVITT
RYAN BUREIND
AMANDA MEYER
KORI LAND

MAYOR
COUNCILMEMBER
COUNCILMEMBER
COUNCILMEMBER
COUNCILMEMBER
CITY ADMINISTRATOR
DIRECTOR OF PUBLIC WORKS
CITY ENGINEER
ATTORNEY

THIS PLAN SET CONTAINS 14 SHEETS

SHEET NO.	SHEET TITLE
60.01	GENERAL
60.02	TITLE SHEET
60.03	LEGEND
60.04	GENERAL
60.05	TITLE SHEET
60.06	LEGEND
60.07	GENERAL
60.08	TITLE SHEET
60.09	LEGEND
60.10	GENERAL
60.11	TITLE SHEET
60.12	LEGEND
60.13	GENERAL
60.14	TITLE SHEET
60.15	LEGEND
60.16	GENERAL
60.17	TITLE SHEET
60.18	LEGEND
60.19	GENERAL
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60.97	GENERAL
60.98	TITLE SHEET
60.99	LEGEND
60.100	GENERAL

Cottage Grove
Where Pride and Prosperity Meet
SUMMERS LANDING
3RD & 4TH ADDITION
FINAL STREET IMPROVEMENT
STANTEC PROJECT NO. 193804703 & 193804969
2023

SURVEY SYMBOLS

PROPOSED TOPOGRAPHIC SYMBOLS

EXISTING TOPOGRAPHIC LINES

Figure 1 shows four schematic representations of polymer architectures. (a) Linear polymer: A single chain of spheres connected by a line. (b) Star polymer: Multiple chains radiating from a central point. (c) Comb polymer: A main chain with side chains attached at regular intervals. (d) Graft polymer: A main chain with side chains of different lengths attached at regular intervals.

SURVEY LINES

1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099
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EXISTING UTILITY LINES

[illegible]

PROPOSED UTILITY LINES

FUTURE UTILITY LINES

Figure 1 illustrates the evolution of a 2D lattice of particles. The top row shows the initial state with a single cluster of 4 particles. The second row shows the cluster growing to 8 particles. The third row shows the cluster growing to 12 particles. The bottom row shows the cluster growing to 16 particles. The particles are represented by small circles, and the lattice is represented by a grid of dots.

CONCRETE CURB AND GUTTER

PROPOSED PRIVATE UTILITY L

GRADING INFORMATION

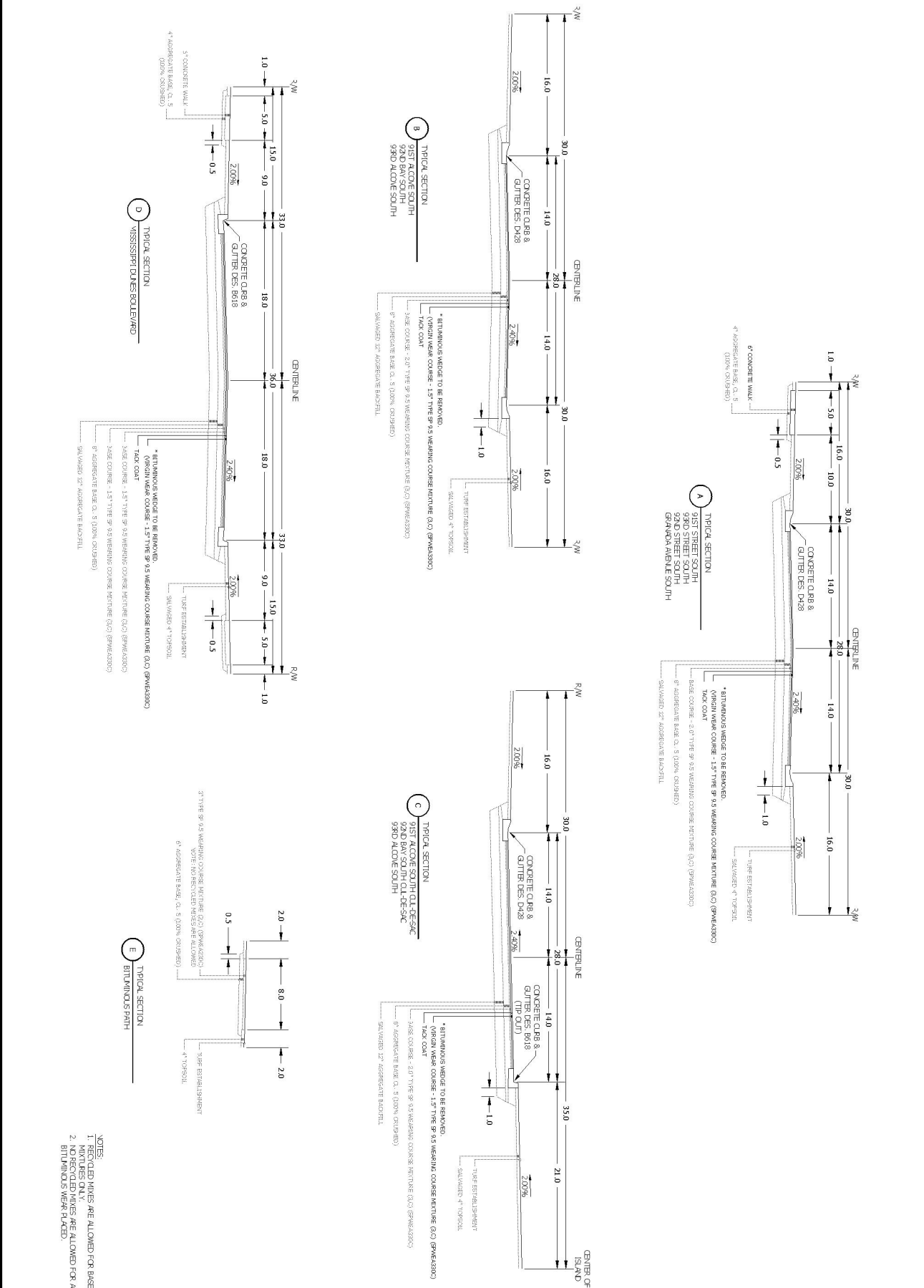
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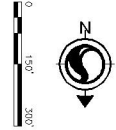
ABBREVIATIONS

[illegible]

HATCH PATTERNS

	GRAVEL
	CONCRETE
	BITUMINOUS
	HEAVY DUTY BITUMINOUS
	SAND
	GEOTEXTILE
	GEOGRID
	GEONETS





C601

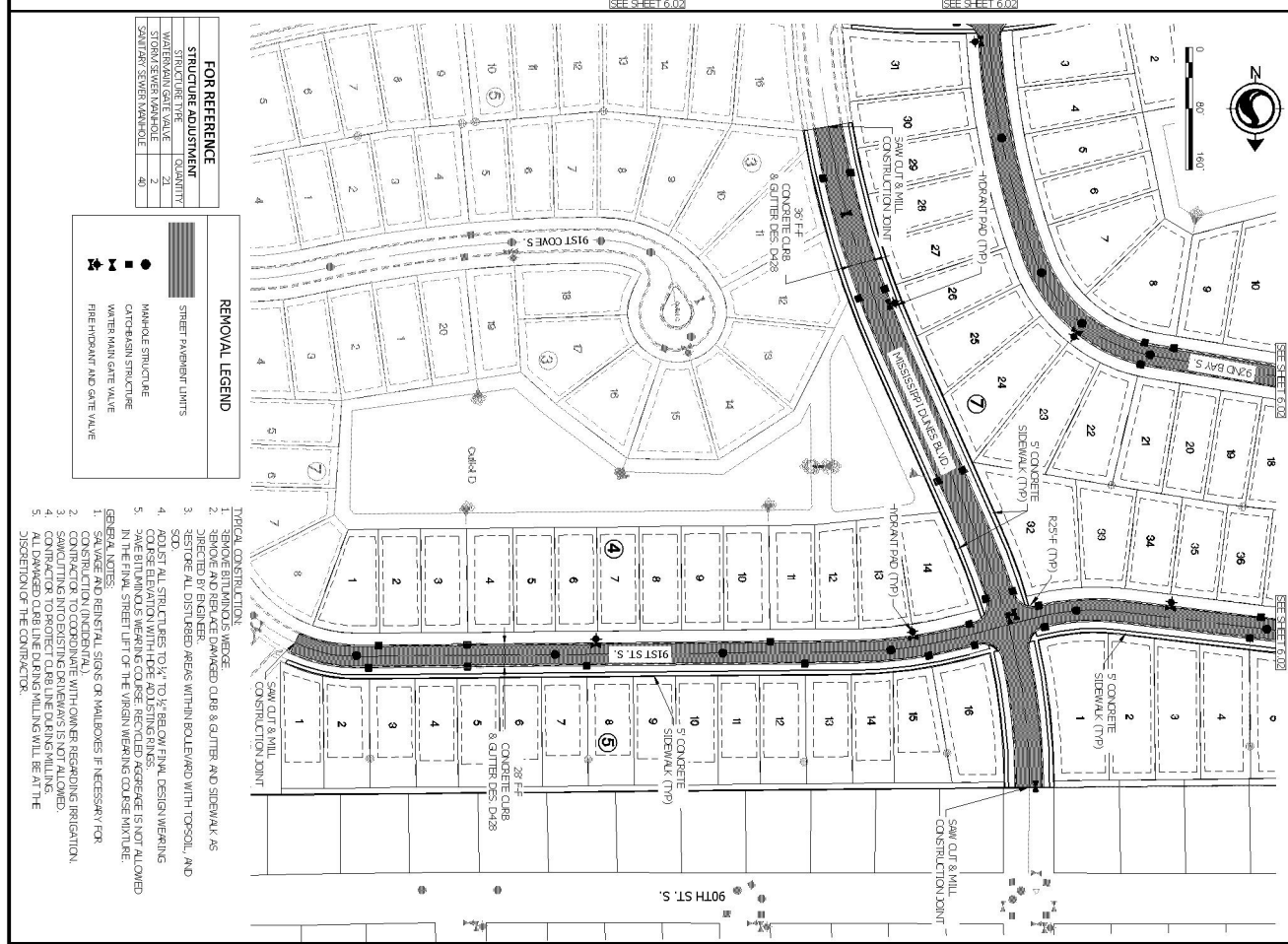
NO.	DATE	DESCRIPTION
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4	04/16/2023	ISSUED FOR PERMIT
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8	04/16/2023	ISSUED FOR PERMIT
9	04/16/2023	ISSUED FOR PERMIT
10	04/16/2023	ISSUED FOR PERMIT

COTTAGE GROVE, MINNESOTA
 SUMMERS LANDING - 3RD & 4TH ADDITION
 FINAL STREET IMPROVEMENTS
 LOCATION PLAN

I HEREBY CERTIFY THAT THE PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
 PRINT NAME: DAVID E. SANICKI
 SIGNATURE: *David E. Sanicki*
 DATE: 4/15/2023 LIC. NO.: 40723

 **Stantec**
 733 Marquette Ave., Suite 1300
 Minneapolis, MN 55402
 www.stantec.com





REMOVAL LEGEND	
	STREET PAVEMENT LIMITS
	MANHOLE STRUCTURE
	CATCH-BASIN STRUCTURE
	WATER MAIN GATE VALVE
	FIRE-HYDRANT AND GATE VALVE

1. REMOVE BURNING/SMOKING WOODS.
2. REMOVE AND REPAIR DAMAGED CURB & GUTTER, AND SIDEWALK, AS DIRECTED BY ENGINEER.
3. RESTORE ALL DISTURBED AREAS WITHIN BOLLWEARD WITH TOPSOIL, AND SEED.
4. ADJUST ALL STRUTS TO BE 1/2" BELOW FINAL DESIGN WINDING COURSE ELEVATION WITH THE ADJUSTING NUTS.
5. HAVE BOLLWEARD WARNING CURBS BUILT AND PLACED IN POSITION.
6. HAVE BOLLWEARD STREET LANE OF THE CURB/BIKE WINDING COURSE BUILT.
7. GENERAL NOTES:
 1. SAWAGE AND REMOVAL STONE OF MALPORES IS NECESSARY FOR CONSTRUCTION (INDICATED).
 2. CONTRACTOR TO COORDINATE WITH OWNER REGARDING IRRIGATION, AND WATER SUPPLY.
 3. CONTRACTOR TO PREPARE ALL DRAINAGE WELLS.
 4. ALL DAMAGED CURB LANE DURING WILLING WILL BE AT THE DISCRETION OF THE CONTRACTOR.

	NO.	REVISION	DATE
SURVEY	PWMA		
DRAWN	DWMC		
DESIGNED	DRS		
CHECKED	EPV		
APPROVED	DRS		

PROJECT NO.: 19286-AD03-03

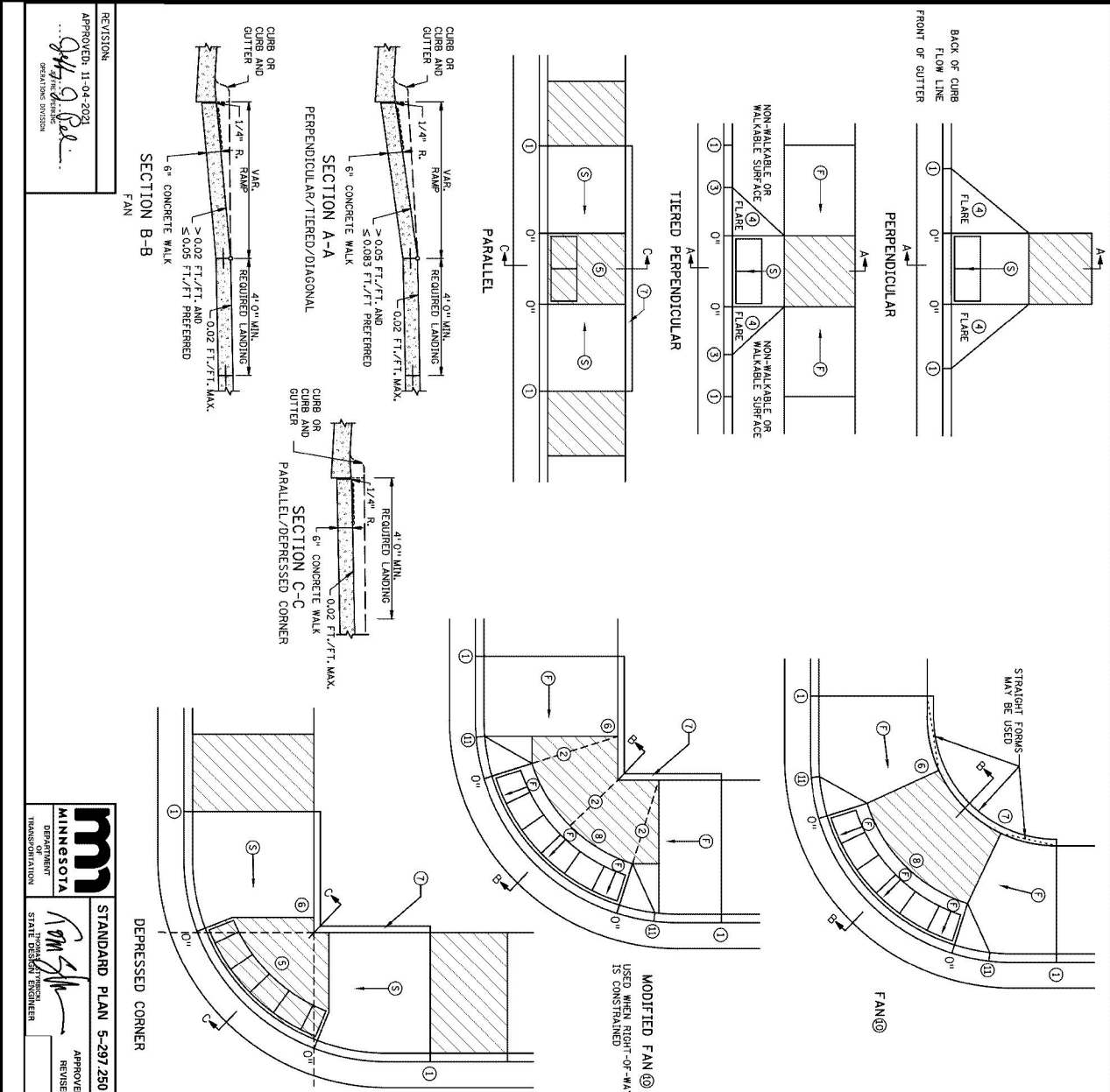
SHEET NUMBER

C6.03

SUMMERS LANDING - 3RD & 4TH ADDITION
FINAL STREET IMPROVEMENTS
STREET IMPROVEMENTS

PRINT NAME: DAVID R. SANOCCI
SIGNATURE: *David R. Sano*
DATE: 4/10/2003 LIC. NO. 40973





REVISION: APPROVED: 11-04-2021
DESIGNED BY: [Signature]
CHECKED BY: [Signature]
DATE: 04/16/2023

MINNESOTA
DEPARTMENT OF TRANSPORTATION
STATE DESIGN ENGINEER

STANDARD PLAN 5-297.250
1 OF 6
APPROVED: 11-04-2021
REVISED:

PEDESTRIAN CURB RAMP DETAILS

NOTES:

- LANDINGS SHALL BE LOCATED ANYWHERE THE PEDESTRIAN ACCESS ROUTE (PAR) CHANGES DIRECTION. A PARAPET TOP OF RAMP SHALL BE CONSTRUCTED WITH A MINIMUM 5.0% SLOPE. INITIAL CURB RAMP LANDINGS SHALL BE CONSTRUCTED WITHIN 15' FROM THE BACK OF CURB WITH A MINIMUM 5.0% SLOPE. THE PREFERRED DISTANCE ONLY SECONDARY CURB RAMP LANDINGS ARE REQUIRED FOR EVERY 30' OF VERTICAL RISE WHEN THE LONGITUDINAL RUNNING SLOPE IS GREATER THAN 5.0%.
- CONTRACTION JOINTS SHALL BE LOCATED AT THE TOP OF CONCRETE FLARES ADJACENT TO WALKABLE SURFACES. JOINTS SHALL BE USED AT THE TOP OF CONCRETE FLARES ADJACENT TO WALKABLE SURFACES. JOINTS SHALL BE USED AT THE TOP OF CONCRETE FLARES ADJACENT TO WALKABLE SURFACES.
- TO ENSURE RAMP AND LANDINGS ARE PROPERLY CONSTRUCTED, ALL INITIAL LANDINGS AT A TOP OF A RAMPED SURFACE (INCLUDING SLOPE GREATER THAN 2.0%) SHALL BE FORMED AND PLACED SEPARATELY FOR ALL SEPARATELY POURED INITIAL LANDINGS.
- WHEN SIDEWALK IS AT BACK OF CURB TOP OF CURB SHALL MATCH PROPOSED ADJACENT WALK GRADE. MAINTAIN POSITIVE BOULEVARD DRAINAGE TO TOP OF CURB.
- ALL RAMP TYPES SHOULD HAVE A MINIMUM 3' LONG RAMP LENGTH.
- MINIMUM WIDTH OF DETECTABLE WARNING IS REQUIRED FOR ALL RAMP TYPES. DETECTABLE WARNING SHALL COVER THE ENTIRE PAR WIDTH OF EACH SIDE OF THE PAR AND THE ENTIRE PAR WIDTH OF THE WALK WHEN THE PAR WIDTH IS GREATER THAN 4' MINIMUM ON EACH SIDE OF THE PAR. DETECTABLE WARNING SHALL BE PLACED OUTSIDE THE DETECTABLE WARNING AREA WHEN THE PAR WIDTH IS GREATER THAN 4' MINIMUM ON EACH SIDE OF THE PAR.
- WHEN DESIGNING OR OPERATING RECTANGULAR DETECTABLE WARNING SURFACES SHOULD BE 6' LESS THAN THE INCOMING PAR. ARC LENGTH OF THE RADIAL DETECTABLE WARNING SURFACES SHOULD NOT BE GREATER THAN 10'.
- RECTANGULAR DETECTABLE WARNING SURFACES SHALL BE SETBACK 3' FROM THE BACK OF CURB. RADIAL DETECTABLE WARNING SURFACES SHALL BE SETBACK 3' MINIMUM TO 6' MAXIMUM FROM THE BACK OF CURB.
- 1' MATCH FULL HEIGHT CURB.
- 4' MINIMUM DEPTH LANDING REQUIRED ACROSS TOP OF RAMP.
- 3' HIGH CURB WHEN USING A 3' LONG RAMP. 4' HIGH CURB WHEN USING A 4' LONG RAMP.
- SEE DETAIL 5-297.250 FOR DETAIL SLOPE TREATMENT OPTIONS, FOR DETAILS ON FLARES AND RETURNED CURBS.
- DETECTABLE WARNING SURFACES MAY BE PART OF THE 4' X 4' MIN. LANDING AREA IF IT IS NOT FEASIBLE TO CONSTRUCT THE LANDING OUTSIDE OF THE DETECTABLE WARNING AREA.
- THE GRADE BREAK SHALL BE PERPENDICULAR TO THE BACK OF WALK. THIS WILL ENSURE THE GRADE BREAK IS PLACED OUTSIDE THE DETECTABLE WARNING AREA.
- IF USED, SHALL BE PLACED OUTSIDE THE SIDEWALK LIMITS WHEN FEASIBLE. V CURB, WHEN ADJACENT TO SIDEWALK, SHALL BE USED TO REDUCE IMPEDING WALKERS AND FACILITATE SNOW & ICE REMOVAL.
- A 7' MIN TOP RADIUS GRADE BREAK IS REQUIRED TO BE CONSTRUCTIBLE.
- "S" SLOPES ON FANS SHALL ONLY BE USED WHEN ALL OTHER FEASIBLE OPTIONS HAVE BEEN EVALUATED AND DEEMED IMPRACTICAL.
- INTERMEDIATE CURB HEIGHTS TAPER SHALL RISE AT A MINIMUM 3" CURB HEIGHT, REDUCE INTERMEDIATE CURB HEIGHT TO 2" INCHES IF NECESSARY TO MATCH ADJACENT BOULEVARD OR SIDEWALK GRADES.

LEGEND

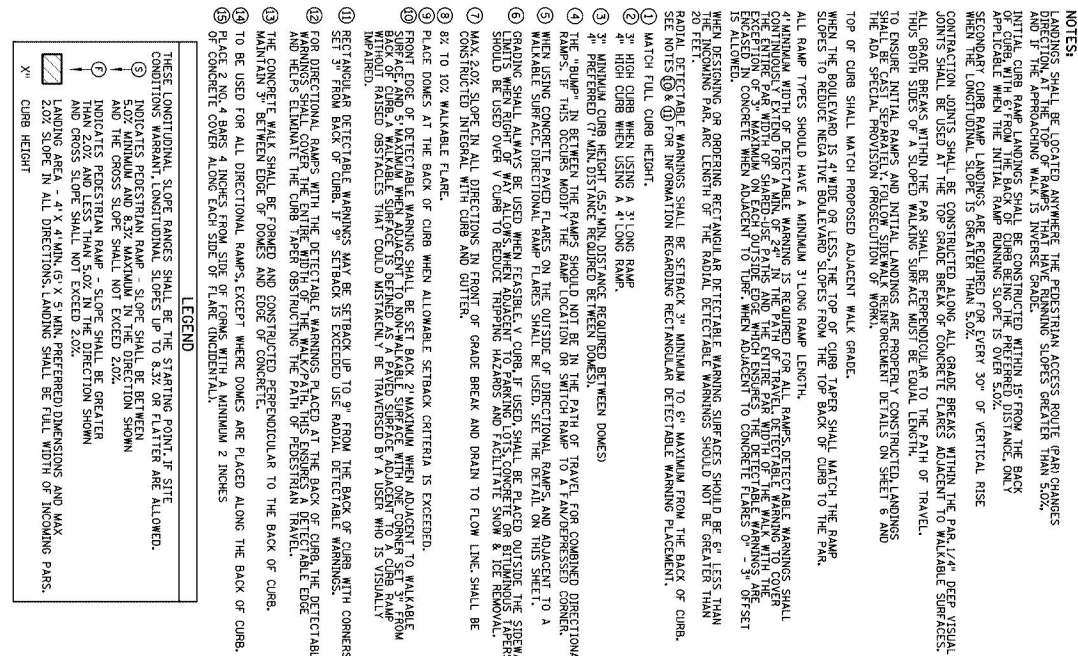
THESE LONGITUDINAL SLOPE RANGES SHALL BE THE STARTING POINT. IF SITE CONDITIONS WARRANT, LONGITUDINAL SLOPES UP TO 8.3% ON FLATTER ARE ALLOWED.

INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE BETWEEN 2.0% AND 8.3% ON FLATTER ARE ALLOWED.

INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE BETWEEN 2.0% AND 8.3% ON FLATTER ARE ALLOWED.

LANDING AREA - 4' X 4' MIN. 6" X 5' MIN. PREFERRED DIMENSIONS AND MAX 2.0% SLOPE IN ALL DIRECTIONS. LANDING SHALL BE FULL WIDTH OF INCOMING PAR.

CURB HEIGHT



PEDESTRIAN CURB RAMP DETAILS

SURVEY	P/W
DRAWN	DWC
DESIGNED	DRS
CHECKED	EPV
APPROVED	DRS
PROJ. NO.	19380-AT03
5 AUGUST 1968	

COTTAGE GROVE, MINNESOTA
SUMMERS LANDING - 3RD & 4TH ADDITION
FINAL STREET IMPROVEMENTS
PEDESTRIAN CURB RAMP DETAILS

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 ENGINEER
UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: DAVID R. SANOCKI

SIGNATURE: *David R. Sanocki*

DATE: 4/10/2023 LIC. NO.: 40973





FINAL STREET IMPROVEMENTS
PEDESTRIAN CURB RAMP DETAILS

SIGNATURE: Paul R. Smith



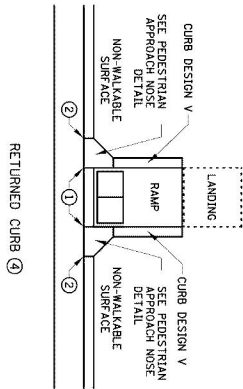
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Minneapolis, MN 55402
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REVISION:

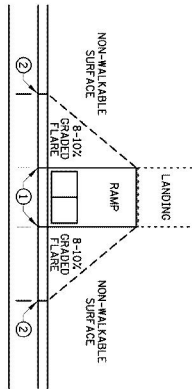
APPROVED: 11-04-2021

DESIGNER: *John O. Bell*
CHECKED: *John O. Bell*
DATE: 11-04-2021

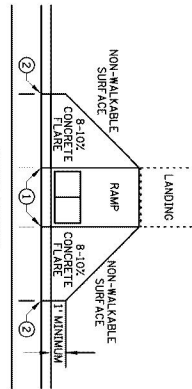
TYPICAL SIDE TREATMENT OPTIONS ③ ④



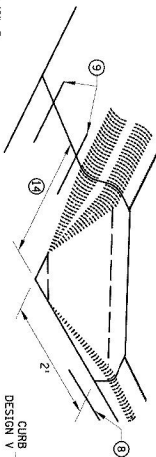
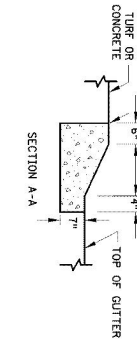
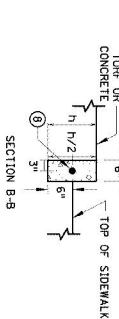
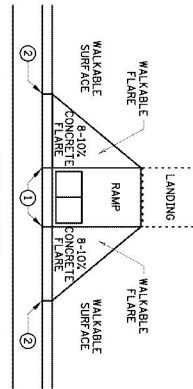
GRADED FLARES



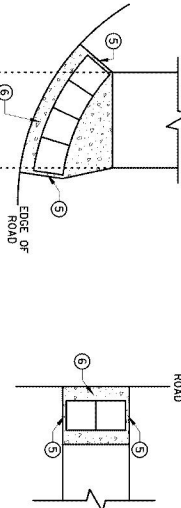
PAVED FLARES ADJACENT TO NON-WALKABLE SURFACE



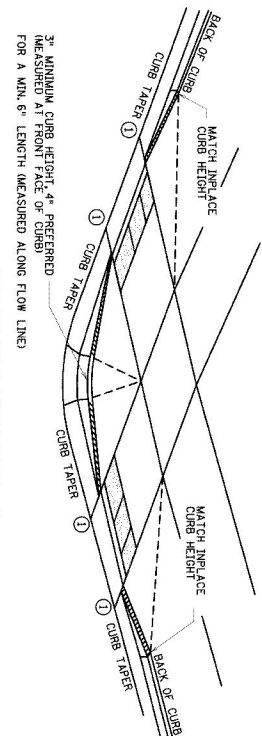
PAVED FLARES ADJACENT TO WALKABLE SURFACE



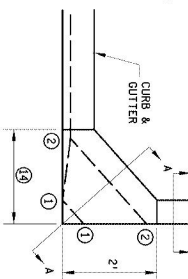
DETECTABLE EDGE WITHOUT CURB AND GUTTER



DETECTABLE EDGE WITH CURB AND GUTTER



PEDESTRIAN APPROACH NOSE DETAIL (FOR RETURNED CURB SIDE TREATMENT)



STATE DESIGN ENGINEER
APPROVED: 11-04-2021
REVISION: 4 OF 6

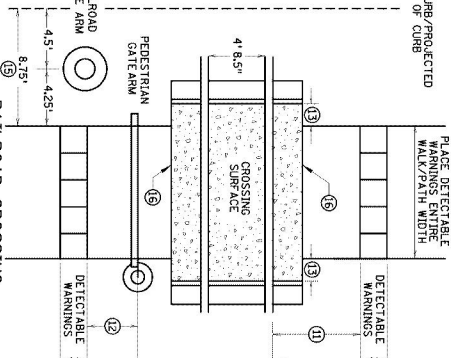
STANDARD PLAN 5-297.250

APPROVED: 11-04-2021
REVISION: 4 OF 6

PEDESTRIAN CURB RAMP DETAILS

- INTERMEDIATE CURB HEIGHTS TAPER SHALL RISE AT 8-10% TO A MINIMUM 3 INCH CURB HEIGHT. INCREASE CURB TAPER TO 12 INCHES FOR INTERMEDIATE CURB HEIGHT TO 2+ INCHES IF NECESSARY TO MATCH ADJACENT BOULEVARD OR SIDEWALK GRADES.
- A WALKABLE SURFACE IS DEFINED AS A PAVED SURFACE ADJACENT TO A CURB RAMP WITHOUT RAISED OBSTACLES THAT COULD MISTAKENLY BE TRAVERSED BY A USER WHO IS VISUALLY IMPAIRED. CONCRETE FLARE LENGTHS ADJACENT TO NON-WALKABLE SURFACES SHOULD BE LESS THAN 6 INCHES MEASURED ALONG THE RAMP FROM THE BACK OF CURB.
- 1" OF CURB HEIGHT. SEE INSET A ON SHEET 3 OF 6.
- FULL CURB HEIGHT.
- SIDE TREATMENTS ARE APPLICABLE TO ALL RAMP TYPES AND SHOULD BE IMPLEMENTED AS NEEDED AS FIELD CONDITIONS DICTATE. THE ENGINEER SHALL DETERMINE THE RAMP SIDE TREATMENTS BASED ON MAINTENANCE, BOTH FOR THE RAMP AND SIDEWALK, AND PROPERLY CONSIDERATIONS AND WITHDRAWING CONSTRUCTION IMPACTS.
- SEE STANDARD PLAN 703B AND THIS SHEET FOR ADDITIONAL DETAILS ON DETECTABLE WARNING.
- IF NO CURB AND GUTTER IS PLACED IN RURAL SECTIONS, DETECTABLE WARNING SHALL BE PLACED 1' FROM THE EDGE OF BITUMINOUS ROADWAY AND/OR BITUMINOUS SHOULDER PATH TO PROVIDE VISUAL CONTRAST.
- IF CONSTRUCTED CEMENTS MUST BE USED, THE DETECTABLE WARNING SHALL BE PLACED 1' FROM THE EDGE OF BITUMINOUS ROADWAY AND/OR BITUMINOUS SHOULDER PATH TO PROVIDE VISUAL CONTRAST.
- TO A 3-INCH MINIMUM CURB HEIGHT. ANY CURB NOT PART OF A CURB TAPER AND LESS THAN 3 INCHES IN HEIGHT IS NOT CONSIDERED A DETECTABLE EDGE AND THEREFORE IS NOT COMPLIANT WITH ACCESSIBILITY STANDARDS.
- DRILL AND GROUT 1" NO. 4 1/2" LONG REINFORCEMENT BAR (EPOXY COATED WITH 3" MIN. COVER, WITH 6" MIN. SPACING) INTO THE CURB. THE BAR SHOULD BE PLACED 1/2" FROM THE TOP OF THE CURB AND NOT NEARER TO THE APPROACH NOSE IS POURED INTERIOR WITH THE CURB AND GUTTER.
- SIDE TREATMENT EXAMPLES SHOWN ARE WHEN THE INITIAL LANDING IS APPROXIMATELY LEVEL WITH THE FULL HEIGHT CURB (I.E. 6" LONG RAMP FOR 6" HIGH CURB). WHEN THE INITIAL LANDING IS MORE THAN 1" BELOW FULL HEIGHT CURB REFER TO SHEETS 1 & 2 TO MODIFY THE CURB HEIGHT TAPERS AND MAINTAIN POSITIVE BOULEVARD DRAINAGE. CONSTRUCT THESE TAPERS AT 6"-3" AT 8-10%, THEN LESS THAN 5% FROM 3" CURB TO FULL CURB HEIGHT.
- NEAREST EDGE OF DETECTABLE WARNING SURFACES SHALL BE PLACED 12 MINIMUM TO 15 MAXIMUM FROM THE NEAREST RAIL FOR SLOPED RAILWAYS IN NO INSTANCES SHALL THE DETECTABLE WARNING BE CLOSER THAN 12 MEASURED PERPENDICULAR TO THE NEAREST RAIL.
- WHEN PEDESTRIAN GATES ARE PROVIDED DETECTABLE WARNING SURFACES SHALL BE PLACED ON THE SIDE OF THE GATES OPPOSITE THE TAPER, 2' FROM THE APPROACHING SIDE OF THE GATE RAMP, THIS OVERLAPS GATES OVER NOTE 11.
- CROSSING SURFACE SHALL EXTEND 2' MINIMUM PAST THE OUTSIDE EDGE OF WALK OR SHOULDER USE PATH.
- 3' FOR MEDIANS AND SPLITTER ISLANDS. NOSE CAN BE REDUCED TO 2' ON FREE RIDE ISLANDS.
- SIDEWALK TO BE PLACED 6 INCHES FROM THE FACE OF CURB/PROJECTED FACE OF CURB. THIS ENSURES MIN. CLEARANCE BETWEEN THE SIDEWALK AND GATE RAMP CONCRETE/WEIGHT SUPPORTS.
- CONSTRUCT WITH EXPANSION MATERIAL PER MINOT SPECIFICATION 3102 TYPES A-C. EXPANSION MATERIAL SHALL MATCH FILL HEIGHT OF ADJACENT CONCRETE.

RAILROAD CROSSING PLAN VIEW



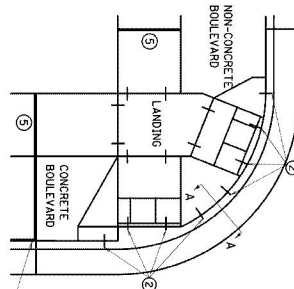
COTTAGE GROVE, MINNESOTA

SUMMERS LANDING - 3RD & 4TH ADDITION
FINAL STREET IMPROVEMENTS
PEDESTRIAN CURB RAMP DETAILS

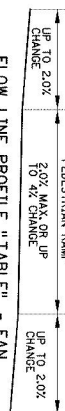
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PRINT NAME: DAVID E. SANICKI
SIGNATURE: *David E. Sanicki*
DATE: 4/10/2023 UC NO.: 4072

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C804



CURB LINE REINFORCEMENT ④
PLACEMENT ON BITUMINOUS ROADWAYS



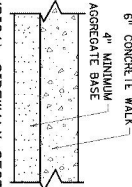
FLOW LINE PROFILE RAISE - TWIN PERPENDICULARS



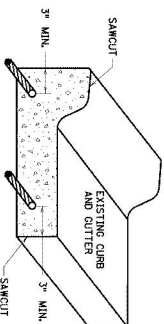
SECTION VIEW A-A
THICKENED SECTION
THROUGH CURB RAMP FLARES



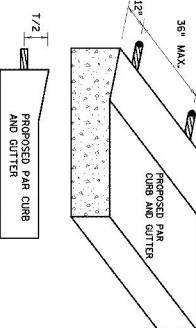
TYPICAL SIDEWALK SECTION
WITHIN INTERSECTION CORNER



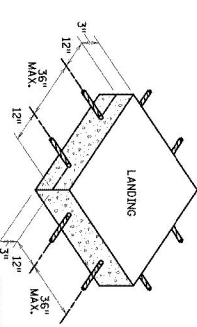
CURB AND GUTTER REINFORCEMENT ③



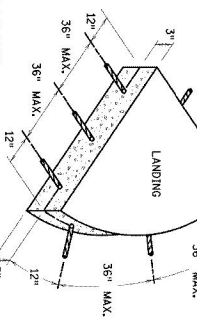
CURB RAMP REINFORCEMENT DETAILS ②④



SEPARATE LANDING
POUR REINFORCEMENT ① ②



- ①
- ②



GENERAL NOTES:

"TABLING" OF CROSSWALKS MEANS MAINTAINING LESS THAN 2% CROSS SLOPE WITHIN A CROSSWALK, IS REQUIRED WHEN A ROADWAY IS IN A STOP OR YIELD CONDITION AND THE PROJECT SCOPE ALLOWS.

RECONSTRUCTION PROJECTS: ON FULL PAVEMENT REPLACEMENT PROJECTS "TABLING" OF ENTIRE CROSSWALK SHALL OCCUR WHEN FEASIBLE.

MAP 1. OVERLAY PROPOSALS: TRAILING OF FLOW LINES, IN FRONT OF THE PEDESTRIAN RAMP, IS REQUIRED WHEN THE EXISTING FLOW LINE IS GREATER THAN 22' WIDING OF THE BILTIMOUS PAVEMENT CAN NOT EXTEND INTO THE THROUGH LANE. TABLE THE FLOW LINE TO 22' OR AS MUCH AS POSSIBLE WHILE ADHERING TO THE FOLLOWING CRITERIA:

STAND-ALONE ADA RETROFITS: FOLLOW MILL & OVERLAY CRITERIA ABOVE HOWEVER ALL PAVEMENT WARPING IS DONE WITH BITUMINOUS PATCHING ON BITUMINOUS ROADWAYS AND FULL-DEPTH AGRON REPLACEMENT ON CONCRETE ROADWAYS.

RAISING OF CURB LINES SHOULD OCCUR IN VERTICALLY CONSTRAINED AREAS, RAISE THE CURB LINES ENOUGH TO ALLOW COMPLAINT RAMPS OR AS MUCH AS POSSIBLE WHILE ADHERING TO THE FOLLOWING CRITERIA:

- 1) 10% MIN. AND 5.0% MAXIMUM CROSS-SLOPE OF THE ROAD
- 2) 10% MIN. FLOW LINE ON EITHER SIDE OF PEDESTRIAN DRAINAGE
- 3) 5.0% RECOMMENDED MAX. FLOW LINE
- 4) LONGITUDINAL THROUGH LANE ROADWAY TAPERES SHOULD BE 1" VERTICAL PER 15' HORIZONTAL

REVISIONS:

APPROVED: 11-04-2021

4447 PERKINS
OPERATIONS DIVISION



MINNESOTA
DEPARTMENT
OF
TRANSPORTATION

STANDARD PLAN


THOMAS A. TYBICKI
STATE DESIGN ENGINEER

297.250	6 OF 6
---------	--------

APPROVED: 11-04-2021
 REVISED:

PEDESTRIAN CURB RAMP DETAILS

COTTAGE GROVE, MINNESOTA

SUMMERS LANDING - 3RD & 4TH ADDITION
FINAL STREET IMPROVEMENTS
PEDESTRIAN CURB RAMP DETAILS

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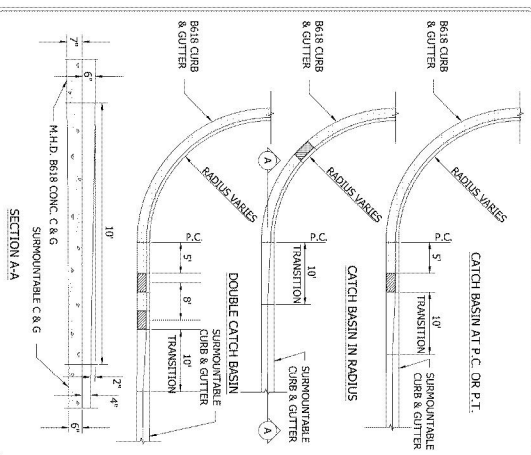
DATE: 4/10/2023 LIC. NO. 40973



Cottage Grove
Concrete Curb and Gutter
COTTAGE GROVE, MINNESOTA

STANDARD DETAILS
CONCRETE CURB AND GUTTER
TRANSITION
COTTAGE GROVE, MINNESOTA

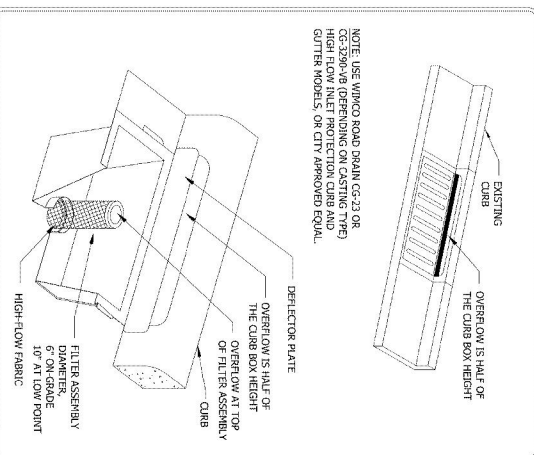
JANUARY 2023
DATE: 01/11/23
STR-12



Cottage Grove
Concrete Curb and Gutter
COTTAGE GROVE, MINNESOTA

STANDARD DETAILS
INLET PROTECTION CATCH
BASIN INSERT
COTTAGE GROVE, MINNESOTA

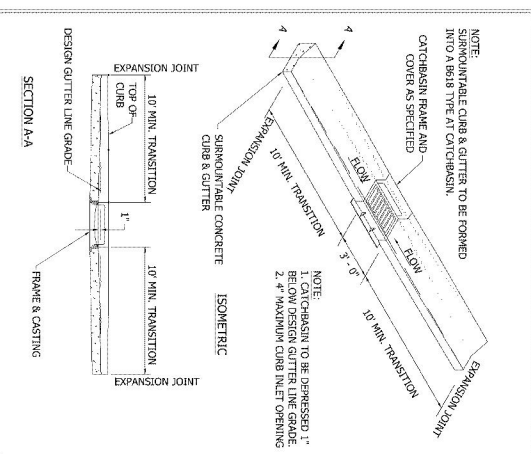
JANUARY 2023
DATE: 01/11/23
STR-9



Cottage Grove
Concrete Curb and Gutter
COTTAGE GROVE, MINNESOTA

STANDARD DETAILS
SURPOUNTABLE CURB AND GUTTER
CONSTRUCTION AT CATCHBASIN
COTTAGE GROVE, MINNESOTA

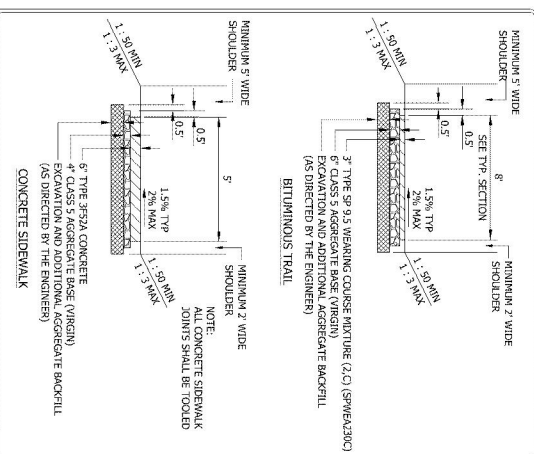
JANUARY 2023
DATE: 01/11/23
STR-13



Cottage Grove
Concrete Curb and Gutter
COTTAGE GROVE, MINNESOTA

STANDARD DETAILS
TYPICAL BITUMINOUS TRAIL AND
CONCRETE SIDEWALK SECTIONS
COTTAGE GROVE, MINNESOTA

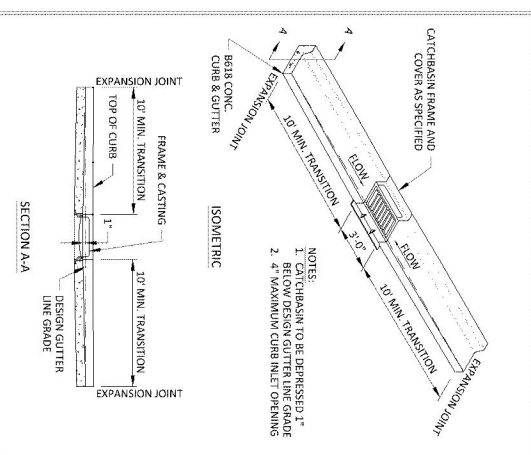
JANUARY 2023
DATE: 01/11/23
STR-9



Cottage Grove
Concrete Curb and Gutter
COTTAGE GROVE, MINNESOTA

STANDARD DETAILS
BE18 CURB AND GUTTER
CONSTRUCTION AT CATCHBASIN
COTTAGE GROVE, MINNESOTA

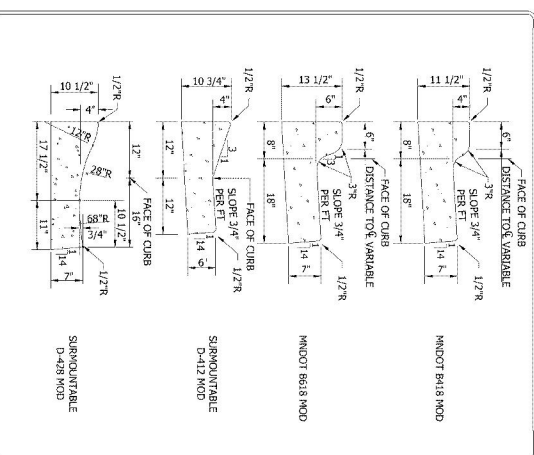
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DATE: 01/11/23
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Cottage Grove
Concrete Curb and Gutter
COTTAGE GROVE, MINNESOTA

STANDARD DETAILS
CURB AND GUTTER
COTTAGE GROVE, MINNESOTA

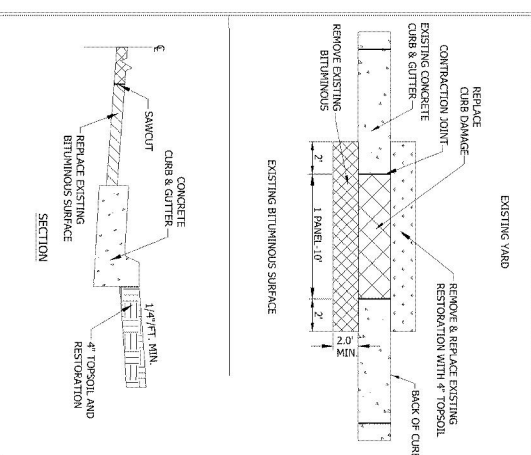
JANUARY 2023
DATE: 01/11/23
STR-10



Cottage Grove
Concrete Curb and Gutter
COTTAGE GROVE, MINNESOTA

STANDARD DETAILS
CONCRETE CURB REPLACEMENT
COTTAGE GROVE, MINNESOTA

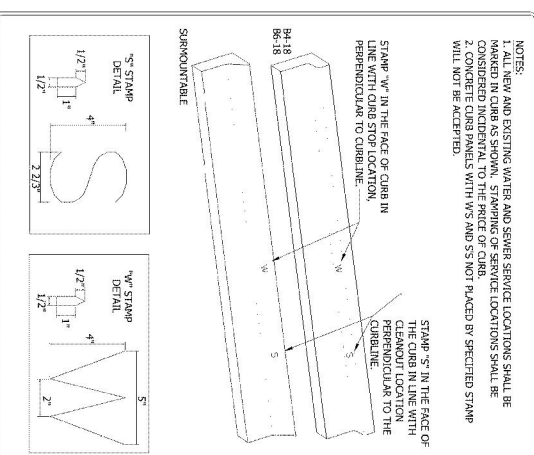
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DATE: 01/11/23
STR-19



Cottage Grove
Concrete Curb and Gutter
COTTAGE GROVE, MINNESOTA

STANDARD DETAILS
WATER AND SEWER SERVICE
LOCATION STAMP IN CURB
COTTAGE GROVE, MINNESOTA

JANUARY 2023
DATE: 01/11/23
STR-11



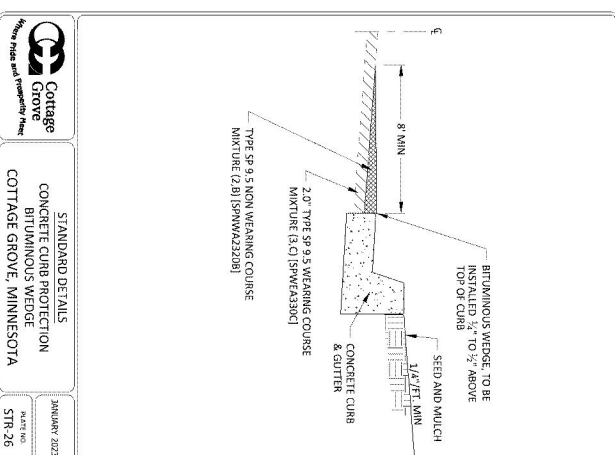
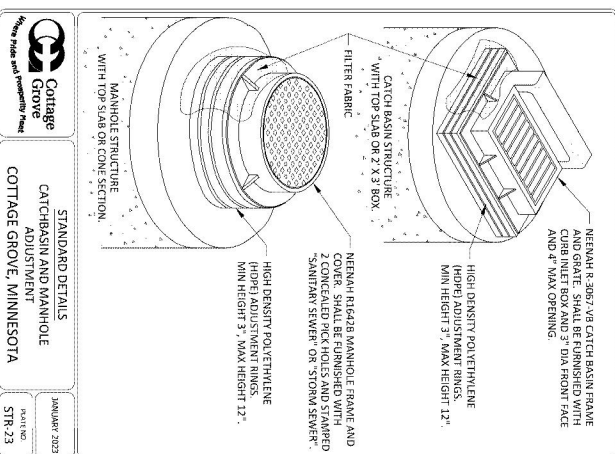
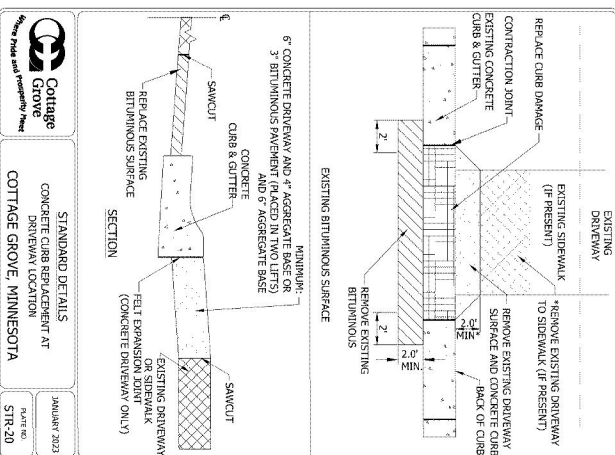
NO.	DATE	DESCRIPTION
1	01/11/23	ISSUED FOR PERMIT
2	01/11/23	ISSUED FOR CONSTRUCTION
3	01/11/23	ISSUED FOR AS-BUILT

COTTAGE GROVE, MINNESOTA
SUMMERS LANDING - 3RD & 4TH ADDITION
FINAL STREET IMPROVEMENTS
STANDARD DETAILS

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PRINT NAME: DAVID E. SANIOLLO
SIGNATURE: *David E. Saniollo*
DATE: 4/10/2023 LIC. NO.: 40723

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City Council Action Request

7N

Meeting Date	4/19/2023	
Department	Community Development	
Agenda Category	Consent Agenda	
Title	Request for City Support and Approval of an Affordable Housing Unit to be Operated by the Washington County Community Development Agency (CDA)	
Staff Recommendation	Adopt Resolution 2023-054 supporting an affordable housing unit operated by the Washington County Community Development Agency (CDA).	
Budget Implication	N/A	
Attachments	CDA Housing Unit Support CC Memo.tif	862.72KB
	CDA Housing Unit Support Resolution.tif	725.23KB



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

FROM: Emily Schmitz, Interim Community Development Director

DATE: April 13, 2023

RE: Request for City Support and Approval of an Affordable Housing Unit to be
Operated by the Washington County Community Development Agency (CDA)

Background

The Washington County Community Development Agency (CDA) has been approached by a local non-profit organization about purchasing its small portfolio of scattered site rentals. One unit in the portfolio is located in the City of Cottage Grove. The Washington County CDA is interested in acquiring the portfolio in order to preserve the affordability of the rents and maintain the housing stability of the current residents.

The Washington County CDA is seeking City approval to acquire property located at 7813 Hemingway Avenue South and rent the unit with income and rent restrictions. In addition to their interest in being good partners with the City, this written notification of a housing project and its location is statutorily required by the CDA's enabling law.

Housing Project: Acquisition and rental of a two-bedroom townhome unit for persons or families of low income

Location: 7813 Hemingway Avenue South, Cottage Grove, Minnesota

The acquisition by the CDA would not require a change in zoning or any funding from the City. The CDA's ownership would result in an increase in property taxes paid to the City. The current owner qualifies for a property tax exemption as a charitable organization. All rental property owned by the CDA is subject to a Payment in Lieu of Taxes based on annual gross rents.

Minnesota Statutes 469.007, Subd. 2 details the procedure for this request. According to the procedure, the City only needs to act if it does not approve of the project or location, or its approval has conditions: "If the governing body fails to take action on a housing project or housing development project in a writing which sets forth its reasons for the action within 30 days, the governing body is considered to have approved the location of the housing project..." As appropriate, the CDA would welcome memorialization or confirmation of the City's approval.

Recommendation

Adopt Resolution 2023-054 supporting an affordable housing unit operated by the Washington County Community Development Agency (CDA).

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2023-054

**RESOLUTION SUPPORTING A HOUSING PROJECT AND THE LOCATION FOR THE
WASHINGTON COUNTY COMMUNITY DEVELOPMENT AGENCY**

WHEREAS, the Washington County Community Development Agency (the “Agency”) is a county housing and redevelopment authority and economic development authority created and existing under Laws 1974, Chapter 475, as amended (the “Enabling Law”); and

WHEREAS, per the Enabling Law, prior to the Agency undertaking a housing project in Washington County that is within the boundaries of a city, the project and the location of the project is subject to approval by the governing body of the city; and

WHEREAS, in part through the actions and approvals hereinafter described, the City of Cottage Grove (the “City”) has been notified by the Agency of a proposed housing project and the location thereof within the City, as more fully set forth below; and

WHEREAS, the Agency proposes a housing project to acquire property located at 7813 Hemingway Avenue South, in Cottage Grove, Minnesota (the “Property”) and to operate the Property as rental housing affordable to low income households for the duration of the Agency’s ownership (the “Project”); and

WHEREAS, the proposed use of the Property would be a continuation of the existing use and allowed under the current zoning designation and guidance; and

WHEREAS, the Agency has requested the City memorialize its approval of the Project and its location to evidence compliance by the Agency with the Enabling Law; and

NOW THEREFORE BE IT RESOLVED, that the City of Cottage Groves does hereby approve the Housing Project (as defined herein) by the Washington County Community Development Agency and 7813 Hemingway Avenue South as the location of the Housing Project.

Passed this 19th day of April 2023.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



City Council Action Request

70

Meeting Date 4/19/2023

Department Finance

Agenda Category Consent Agenda

Title Approve Interfund Transfers and Close Fund

Staff Recommendation Adopt Resolution 2023-051, Resolution Approving Interfund Transfers, and Adopt Resolution 2023-052, Resolution Closing Fund 491.

Budget Implication N/A

Attachments	Memo Interfund Transfers and Close Fund.TIF	694.61KB
	Res-Interfund Transfers.TIF	34.57KB
	Res-Close Fund.TIF	13.53KB



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

From: Brenda Malinowski, Finance Director

Date: April 19, 2023

Subject: 2023 Interfund transfers and fund closures

Background

The City Council is requested to consider a resolution approving interfund transfers for 2022. During the preparation of the Capital Improvement Plan, transactions were identified that should be transferred to the funds that recorded the construction expenditures. During the preparation of the Financial Management Plan, revenues were identified that should be transferred to the debt service funds that will be used to pay the debt.

In addition, Fund 491 is to be closed after the City Council called the remaining 2013A Bonds on February 1, 2022 through a refunding of the 2013A debt with the 2021B Refunding Bonds (Fund 340). The refunding was completed to realize interest savings.

Action Requested

Adopt Resolution 2023-051, Resolution Approving Interfund Transfers, and Adopt Resolution 2023-052, Resolution Closing Fund 491.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2023-051

RESOLUTION APPROVING INTERFUND TRANSFERS

WHEREAS certain interfund transfers have been determined to be necessary in the completion of the 2022 financial statements, and

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, that the following interfund transfers are made effective December 31, 2022.

From	To	Amount
610-Water Utility		\$275,558
620-Sewer Utility		226,313
630-Street Light Utility		167,960
230-Storm Water Utility		350,246
Total	520-MSA Fund	\$1,020,077
Purpose-Record contributions from utility funds for EPD/CSAH 19 Project as identified in Feasibility Report.		
575-Water Area Fund		102,330
580-Sewer Area Fund		239,818
585-Storm Water Area Fund		319,059
Total	520-MSA Fund	661,207
Purpose-Record contributions from area funds for Hadley N of 65 th as identified in Feasibility Report.		
520-MSA Fund	310-2018A Improve. Bonds	559,265
Purpose-Record developer funds received for Hadley Avenue N of 65 th as part of Eastbrooke development in bond debt service fund for Hadley Avenue.		
520-MSA Fund	310-2018A Improvement Bonds	186,350
Purpose-Record special assessment received for Ravine Parkway in bond debt service fund for Ravine Parkway.		
310-2018A Improve. Bonds	520-MSA Fund	156,058
Purpose-Record special assessments received for Hadley Avenue as part of Summers Landing 3 rd to the MSA Fund.		

Passed this 19th Day of April 2023.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2023-052

RESOLUTION CLOSING FUND 491

WHEREAS certain funds are no longer needed to account for City resources and may be closed.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, that fund 491 is closed effective December 31, 2022.

From	To	Amount
300-Closed Debt	491-2013A GO Improvement Bonds	\$82,363
Purpose-2013A bonds were called (paid off) for interest savings.		

Passed this 19th Day of April 2023.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



City Council Action Request

8A

Meeting Date	4/19/2023	
Department	Finance	
Agenda Category	Approve Disbursements	
Title	Approve payments for the period of 04-05-2023 through 04-12-2023 in the amount of \$475,252.51.	
Staff Recommendation	Approve payments for the period of 04-05-2023 through 04-12-2023 in the amount of \$475,252.51.	
Budget Implication	N/A	
Attachments	Check Register.TIF	16.33MB
	Payroll Register.TIF	552.23KB



Cottage Grove

Expense Approval Report

By Vendor Name

Payment Dates 4/5/2023 - 4/12/2023

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN35068 - AI TECHNOLOGIES LLC					
AI TECHNOLOGIES LLC	15411	04/06/2023	20011032023	BENEFITS ADMINISTRATION FEES	358.00
Vendor VEN35068 - AI TECHNOLOGIES LLC Total:					358.00
Vendor: VEN36154 - AIR FILTERS INC					
AIR FILTERS INC	219127	04/05/2023	363774	HIGH CAPACITY FILTER HEPA	7,196.16
AIR FILTERS INC	219127	04/05/2023	363774	FLO-PAK MICROGLASS POCKET FILTER	3,718.44
AIR FILTERS INC	219127	04/05/2023	363774	HIGH CAPACITY HEPA FILTER	1,920.80
Vendor VEN36154 - AIR FILTERS INC Total:					12,835.40
Vendor: VEN33229 - AMAZON FULFILLMENT SERVICES, INC.					
AMAZON FULFILLMENT SERVI	15412	04/06/2023	1QHP-7736-463Q	CLEANER FOR CARTS	115.63
AMAZON FULFILLMENT SERVI	15412	04/06/2023	1WVC-XNRM-3RGY	HIGH DENSITY FOG MACHINE FLUID-TRAINING - FIRE/EMS	139.99
AMAZON FULFILLMENT SERVI	15412	04/06/2023	1MJN-9DTV-99K3	PARK SURVEILLANCE REPLACEMENT	393.90
AMAZON FULFILLMENT SERVI	15412	04/06/2023	1XRJ-VK4V-36NG	BOTTLE FILLING STATION SINGLE ADA COOLER - PW	1,342.67
AMAZON FULFILLMENT SERVI	15412	04/06/2023	1DLM-QJFF-7DDW	MILWAUKEE 1/2" HAMMER DRILL/1/4" IMPACT	189.00
AMAZON FULFILLMENT SERVI	15412	04/06/2023	1K4J-9KPK-C7GP	ERGONOMIC COMPUTER DESK CHAIR/MONITOR RISER	67.83
AMAZON FULFILLMENT SERVI	15412	04/06/2023	1LT9-7V77-CFXC	HDMI CABLE 4K 15FT	38.67
AMAZON FULFILLMENT SERVI	15412	04/06/2023	1QPY-GW97-L4DY	CLEANING SUPPLIES/ACRYLIC TABLE SIGNS/RESERVED SIG	53.31
AMAZON FULFILLMENT SERVI	15412	04/06/2023	1LVD-RCHD-47QR	GARBAGE BAGS FOR RANGE DEBRIS	31.59
AMAZON FULFILLMENT SERVI	15412	04/06/2023	1DPH-CVCC-1NHG	LARGE DIGITAL WALL CLOCK - FACILITIES	48.99
AMAZON FULFILLMENT SERVI	15412	04/06/2023	1KXW-946L-46HF	RETURN RESERVED SIGNS FOR CHAIR	-13.59
Vendor VEN33229 - AMAZON FULFILLMENT SERVICES, INC. Total:					2,407.99
Vendor: VEN33880 - AMERICAN MAILING MACHINES					
AMERICAN MAILING MACHIN	219128	04/05/2023	IN117487	MAIL MACHINE SUPPLIES - SEALING SOLUTION	35.59
Vendor VEN33880 - AMERICAN MAILING MACHINES Total:					35.59
Vendor: VEN36256 - AMTEC LESS LETHAL SYSTEMS, INC					
AMTEC LESS LETHAL SYSTEMS	219129	04/05/2023	46010	SINGLE SHOT LAUNCHERS AND FOREGRIPS	2,400.00
Vendor VEN36256 - AMTEC LESS LETHAL SYSTEMS, INC Total:					2,400.00
Vendor: VEN34572 - ANTHONY EDWARD JANSKI					
ANTHONY EDWARD JANSKI	219130	04/05/2023	20230329	PMT FOR MINOR OFFICALS 2022-23 SEASON - 2 GAMES	50.00
Vendor VEN34572 - ANTHONY EDWARD JANSKI Total:					50.00
Vendor: VEN34977 - ARAMARK UNIFORM & CAREER APPAREL GROUP INC					
ARAMARK UNIFORM & CAREE	15413	04/06/2023	250004344	NAPKIN/TBLCCLTH SPUN, BAR MOP RIBBED, SVC FEE	300.03
ARAMARK UNIFORM & CAREE	15413	04/06/2023	250004464	RESTAURANT LINEN/SUPPLIES SVCS	202.15
ARAMARK UNIFORM & CAREE	15413	04/06/2023	250004465	RESTAURANT LINEN/SUPPLIES SVCS	205.79
ARAMARK UNIFORM & CAREE	15413	04/06/2023	2500209876	RESTAURANT LINEN/SUPPLIES SVCS	536.11

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Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
ARAMARK UNIFORM & CAREE	15413	04/06/2023	2500214115	RESTAURANT LINEN/SUPPLIES SVCS	452.86
Vendor VEN34977 - ARAMARK UNIFORM & CAREER APPAREL GROUP INC Total:					1,696.94
Vendor: VEN35914 - ARIZONA MANUFACTURING & EMBROIDERY INC					
ARIZONA MANUFACTURING	219131	04/05/2023	698087	PROSHOP MERCHANDISE	306.16
Vendor VEN35914 - ARIZONA MANUFACTURING & EMBROIDERY INC Total:					306.16
Vendor: VEN01017 - ASPEN EQUIPMENT COMPANY					
ASPEN EQUIPMENT COMPAN	15414	04/06/2023	10247029	HEADLIGHT - 1503/35604	250.57
ASPEN EQUIPMENT COMPAN	15414	04/06/2023	10247091	HYD MOTOR - STOCK	2,496.28
Vendor VEN01017 - ASPEN EQUIPMENT COMPANY Total:					2,746.85
Vendor: VEN31986 - AUTONATION					
AUTONATION	219132	04/05/2023	609759	CK ENG LIGHT,O/S LABOR - 1951/35598	72.80
Vendor VEN31986 - AUTONATION Total:					72.80
Vendor: VEN35453 - BIX PRODUCE COMPANY LLC					
BIX PRODUCE COMPANY LLC	15415	04/06/2023	5704201	FOOD FOR CLUBHOUSE	249.12
Vendor VEN35453 - BIX PRODUCE COMPANY LLC Total:					249.12
Vendor: VEN36071 - BRS FIELD OPS LLC					
BRS FIELD OPS LLC	219133	04/05/2023	20230404	REFUND ELECTRICAL PERMIT #2022-019625	180.00
BRS FIELD OPS LLC	219133	04/05/2023	20230404	REFUND BUILDING PERMIT #2022-019624	186.40
Vendor VEN36071 - BRS FIELD OPS LLC Total:					366.40
Vendor: VEN03416 - CERTIFIED POWER, INC					
CERTIFIED POWER, INC	15416	04/06/2023	50343060	JOYSTICKS FOR PLOW TRUCKS - STOCK	1,712.12
Vendor VEN03416 - CERTIFIED POWER, INC Total:					1,712.12
Vendor: VEN36293 - CHISAGO COUNTY PROBATION					
CHISAGO COUNTY PROBATIO	219134	04/05/2023	20230403	DPREP BASIC NEGOTIATIONS CANCELLATION-GULLICKSON	799.99
CHISAGO COUNTY PROBATIO	219134	04/05/2023	20230403	DPREP BASIC NEGOTIATIONS CANCELLATION-VOGEL	799.99
Vendor VEN36293 - CHISAGO COUNTY PROBATION Total:					1,599.98
Vendor: VEN36289 - CHRIS ARMSTRONG					
CHRIS ARMSTRONG	219135	04/05/2023	20230404	WATER EFFICIENCY REBATE- ARMSTRONG 7144 HIDDEN VALL	99.50
Vendor VEN36289 - CHRIS ARMSTRONG Total:					99.50
Vendor: VEN34072 - CHRISTOPHER L. GRABRIAN					
CHRISTOPHER L. GRABRIAN	219136	04/05/2023	1366	GASB 75 VALUATION FYE 2022	750.00
Vendor VEN34072 - CHRISTOPHER L. GRABRIAN Total:					750.00
Vendor: VEN33565 - CINTAS CORPORATION NO. 2					
CINTAS CORPORATION NO. 2	15417	04/06/2023	4147921719	RIVER OAKS UNIFORM SVC	58.87
CINTAS CORPORATION NO. 2	15417	04/06/2023	4148594077	RIVER OAKS UNIFORM SVC	54.78
CINTAS CORPORATION NO. 2	15417	04/06/2023	4149169253	MAT SERVICES - FIRE	79.94
CINTAS CORPORATION NO. 2	15417	04/06/2023	4149169454	PW UNIFORM SVC	6.22
CINTAS CORPORATION NO. 2	15417	04/06/2023	4149169454	PW UNIFORM SVC	76.05
CINTAS CORPORATION NO. 2	15417	04/06/2023	4149276669	RIVER OAKS UNIFORM SVC	108.36
CINTAS CORPORATION NO. 2	15417	04/06/2023	4149855008	MATS FOR LOBBY	60.40
CINTAS CORPORATION NO. 2	15417	04/06/2023	4149855187	PW UNIFORM SVC	6.22
CINTAS CORPORATION NO. 2	15417	04/06/2023	4149855187	PW UNIFORM SVC	49.76
CINTAS CORPORATION NO. 2	15417	04/06/2023	9214513201	CREDIT FROM 4133831723 - I. Pavak	-110.11
CINTAS CORPORATION NO. 2	15417	04/06/2023	9214513204	CREDIT FROM 4135918556- B. ANDERSON	-280.69
Vendor VEN33565 - CINTAS CORPORATION NO. 2 Total:					109.80

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Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN03907 - CITY OF ST PAUL					
CITY OF ST PAUL	219137	04/05/2023	IN53049	CANINE BOARDING - K9 SCOUT 2/10 - 2/13	140.00
Vendor VEN03907 - CITY OF ST PAUL Total:					140.00
Vendor: VEN29508 - COTTAGE GROVE POLICE FEDERATION					
COTTAGE GROVE POLICE FEDE	15418	04/06/2023	INV025260	04/05/23 BIWEEKLY PAYROLL 03/13/23-03/26/23	1,760.00
Vendor VEN29508 - COTTAGE GROVE POLICE FEDERATION Total:					1,760.00
Vendor: VEN03012 - CUB FOODS					
CUB FOODS	219138	04/05/2023	161307006579	FOOD FOR CLUBHOUSE	21.96
Vendor VEN03012 - CUB FOODS Total:					21.96
Vendor: VEN03051 - CUSHMAN MOTOR COMPANY INC					
CUSHMAN MOTOR COMPANY	219139	04/05/2023	207544	ELEC CLUTCH,VBELT,BUSHING - RETURNED	2,750.73
CUSHMAN MOTOR COMPANY	219139	04/05/2023	757	CREDIT - INV# 207544 RTRN ELEC CLUTCH,VBELT,BUSHING	-2,727.45
Vendor VEN03051 - CUSHMAN MOTOR COMPANY INC Total:					23.28
Vendor: VEN35772 - CUTTER & BUCK INC					
CUTTER & BUCK INC	219140	04/05/2023	96752242	PROSHOP MERCHANDISE	1,015.69
Vendor VEN35772 - CUTTER & BUCK INC Total:					1,015.69
Vendor: VEN36291 - DANIEL JESUS ADAMEZ					
DANIEL JESUS ADAMEZ	219141	04/05/2023	20230329	PMT FOR MINOR OFFICALS 2022-23 SEASON - 11 GAMES	275.00
Vendor VEN36291 - DANIEL JESUS ADAMEZ Total:					275.00
Vendor: VEN34214 - DONNAY HOMES INC					
DONNAY HOMES INC	219142	04/05/2023	20230330-6764	REFUND ESCROW - 6764 JODY AVE S	1,000.00
DONNAY HOMES INC	219142	04/05/2023	20230330-6788	REFUND ESCROW - 6788 JODY AVE S	1,000.00
DONNAY HOMES INC	219142	04/05/2023	20230330-6796	REFUND ESCROW - 6796 JODY AVE S	1,000.00
DONNAY HOMES INC	219142	04/05/2023	20230330-6814	REFUND ESCROW - 6814 JODY AVE S	1,000.00
Vendor VEN34214 - DONNAY HOMES INC Total:					4,000.00
Vendor: VEN36288 - DONNELL SLETTEDAHL					
DONNELL SLETTEDAHL	219143	04/05/2023	20230404	WATER EFFICIENCY REBATE- SLETTEDAHL 9763 HAMLET AVE	200.00
Vendor VEN36288 - DONNELL SLETTEDAHL Total:					200.00
Vendor: VEN31893 - DUFFY'S AUTO SERVICE					
DUFFY'S AUTO SERVICE	15419	04/06/2023	F-2880	NON D-4 FUEL	47.58
Vendor VEN31893 - DUFFY'S AUTO SERVICE Total:					47.58
Vendor: VEN06020 - ELLIOTT AUTO SUPPLY					
ELLIOTT AUTO SUPPLY	15420	04/06/2023	74-307481	OIL FILTERS - STOCK	13.98
ELLIOTT AUTO SUPPLY	15420	04/06/2023	1-8475120	BATTERIES - STOCK	343.90
ELLIOTT AUTO SUPPLY	15420	04/06/2023	1-Z32251	BATTERIES - STOCK	300.69
ELLIOTT AUTO SUPPLY	15420	04/06/2023	1-8491475	FILTERS - 6003/35707	52.06
Vendor VEN06020 - ELLIOTT AUTO SUPPLY Total:					710.63
Vendor: VEN05028 - EMERGENCY APPARATUS MAINTENANCE, INC.					
EMERGENCY APPARATUS MAI	15421	04/06/2023	126420	PM SERVICE - 3116/35716	1,465.59
EMERGENCY APPARATUS MAI	15421	04/06/2023	126421	PM SERVICE - 3115/35717	1,519.85
EMERGENCY APPARATUS MAI	15421	04/06/2023	126422	PM SERVICE - 3126/35718	1,573.46
EMERGENCY APPARATUS MAI	15421	04/06/2023	126423	PM SERVICE - 3135/35719	1,504.54
EMERGENCY APPARATUS MAI	15421	04/06/2023	126424	PM SERVICE - 3145/35720	1,535.57
Vendor VEN05028 - EMERGENCY APPARATUS MAINTENANCE, INC. Total:					7,599.01

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Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN05365 - ENVIRONMENTAL EQUIPMENT & SERVICES, INC.					
ENVIRONMENTAL EQUIPMEN	219144	04/05/2023	22814	SEASONAL SERVICE - 8603/35658	4,109.40
Vendor VEN05365 - ENVIRONMENTAL EQUIPMENT & SERVICES, INC. Total:					4,109.40
Vendor: VEN35941 - EVERLIGHT SOLAR CONSTRUCTION					
EVERLIGHT SOLAR CONSTRUC	219145	04/05/2023	20230330	REFUND ELECTRICAL PERMIT #2022-020	180.00
EVERLIGHT SOLAR CONSTRUC	219145	04/05/2023	20230330	REFUND ELECTRICAL PERMIT #2022-020106	120.00
EVERLIGHT SOLAR CONSTRUC	219145	04/05/2023	20230330	REFUND ELECTRICAL PERMIT #2022-020152	180.00
EVERLIGHT SOLAR CONSTRUC	219145	04/05/2023	20230330	REFUND BUILDING PERMIT #2022-020101	186.40
EVERLIGHT SOLAR CONSTRUC	219145	04/05/2023	20230330	REFUND BUILDING PERMIT #2022-020105	198.80
EVERLIGHT SOLAR CONSTRUC	219145	04/05/2023	20230330	REFUND BUILDING PERMIT #2022-020151	236.00
EVERLIGHT SOLAR CONSTRUC	219145	04/05/2023	20230330	REFUND BUILDING PERMIT #2022-020306	236.00
EVERLIGHT SOLAR CONSTRUC	219145	04/05/2023	20230330	REFUND ELECTRICAL PERMIT #2022-020102	120.00
EVERLIGHT SOLAR CONSTRUC	219145	04/05/2023	20230330	AUTHORIZED PAYMENT ON 11/1/22 FOR INV-00019153/154	-1,025.25
Vendor VEN35941 - EVERLIGHT SOLAR CONSTRUCTION Total:					431.95
Vendor: VEN06140 - FASTENAL COMPANY					
FASTENAL COMPANY	15422	04/06/2023	MNT11120268	SHEAR PIN, NUTS,THREADLOCKER-8402/35584&8509/35585	78.03
Vendor VEN06140 - FASTENAL COMPANY Total:					78.03
Vendor: VEN14433 - FERGUSON WATERWORKS #2518					
FERGUSON WATERWORKS #2	219146	04/05/2023	493165	3/4X5/8 ANG MTR VLV CTS - UTILITY	1,295.12
FERGUSON WATERWORKS #2	219146	04/05/2023	508783	ADJ VLV WRCH	271.88
Vendor VEN14433 - FERGUSON WATERWORKS #2518 Total:					1,567.00
Vendor: VEN33230 - FIRST AID CORP					
FIRST AID CORP	219147	04/05/2023	PSI598399	HAND SOAP - PUBLIC WORKS	236.03
Vendor VEN33230 - FIRST AID CORP Total:					236.03
Vendor: VEN31404 - FLEETPRIDE, INC					
FLEETPRIDE, INC	219148	04/05/2023	106247810	LAMP & GROMMET KIT - STOCK	18.81
FLEETPRIDE, INC	219148	04/05/2023	106247856	LAMP & GROMMET KIT - STOCK	18.81
Vendor VEN31404 - FLEETPRIDE, INC Total:					37.62
Vendor: VEN06261 - FURY CHRYSLER JEEP					
FURY CHRYSLER JEEP	219149	04/05/2023	5167662	REAR ROTORS & BRAKE PAD - 2159/35594	487.20
FURY CHRYSLER JEEP	219149	04/05/2023	5167681	BELTS - 2160/35595	350.44
Vendor VEN06261 - FURY CHRYSLER JEEP Total:					837.64
Vendor: VEN14420 - GENUINE PARTS COMPANY					
GENUINE PARTS COMPANY	15423	04/06/2023	2514-037741	LIGHT - 4007/35571	46.52
GENUINE PARTS COMPANY	15423	04/06/2023	2514-038326	WIPER BLADES - 2159/35594	49.98
GENUINE PARTS COMPANY	15423	04/06/2023	2514-038394	ALTERNATOR - 2160/35595	503.65
GENUINE PARTS COMPANY	15423	04/06/2023	2514-038397	ROTORS & BRAKE PAD - 2160/35595	217.38
GENUINE PARTS COMPANY	15423	04/06/2023	2514-038790	BATTERY CHARGERS	136.78
GENUINE PARTS COMPANY	15423	04/06/2023	2514-039434	BULB - 8603/35645	11.22
GENUINE PARTS COMPANY	15423	04/06/2023	2514-039636	SQUEEGEE(S) - DID NOT ORDER, RETURNED	140.97
GENUINE PARTS COMPANY	15423	04/06/2023	2514-039708	LED LIGHTBAR = 7007/35677	22.49

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Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
GENUINE PARTS COMPANY	15423	04/06/2023	2514-039807	CREDIT - INV# 2514-039636 RTRN SQUEEGEES	-140.97
Vendor VEN14420 - GENUINE PARTS COMPANY Total:					988.02
Vendor: VEN07022 - GERLACH OUTDOOR POWER EQUIPMENT, INC.					
GERLACH OUTDOOR POWER	15424	04/06/2023	246597	ROPE STARTER - UTILITIES	4.50
GERLACH OUTDOOR POWER	15424	04/06/2023	246834	450 TRIMMER HEAD/AIR CLEANER/PRE-FLTR FOAM - PARKS	125.10
GERLACH OUTDOOR POWER	15424	04/06/2023	246950	SEASONAL SERVICE - 8501/35710	549.72
Vendor VEN07022 - GERLACH OUTDOOR POWER EQUIPMENT, INC. Total:					679.32
Vendor: VEN07606 - GERLACH SERVICE INC.					
GERLACH SERVICE INC.	15425	04/06/2023	58595	18' BAR XF - PARKS	49.99
GERLACH SERVICE INC.	15425	04/06/2023	58630	18 CHAIN SAW PARTS - PARKS	55.98
Vendor VEN07606 - GERLACH SERVICE INC. Total:					105.97
Vendor: VEN32232 - GOODYEAR COMMERCIAL TIRE & SERVICE CENTERS					
GOODYEAR COMMERCIAL TIR	219150	04/05/2023	124-1107455	225/60R18 & 255/60R18 TIRES - STOCK	1,861.88
Vendor VEN32232 - GOODYEAR COMMERCIAL TIRE & SERVICE CENTERS Total:					1,861.88
Vendor: VEN31203 - GRAFFITI SOLUTIONS, INC					
GRAFFITI SOLUTIONS, INC	219151	04/05/2023	28060	GRAFFITI REMOVER - PARKS	495.00
Vendor VEN31203 - GRAFFITI SOLUTIONS, INC Total:					495.00
Vendor: VEN07015 - GRAINGER					
GRAINGER	15426	04/06/2023	9633324232	HAND SOAP FOR BREAKROOM & BATHROOM	188.42
Vendor VEN07015 - GRAINGER Total:					188.42
Vendor: VEN07023 - GRAPHIC DESIGN INC					
GRAPHIC DESIGN INC	15427	04/06/2023	QB47567	BUSINESS CARD IMPRINT - JOEL HANSON	55.00
GRAPHIC DESIGN INC	15427	04/06/2023	QB47655	BUSINESS CARDS - BOE/DENZER	65.50
GRAPHIC DESIGN INC	15427	04/06/2023	QB47655	BUSINESS CARDS - BOE/DENZER	65.50
Vendor VEN07023 - GRAPHIC DESIGN INC Total:					186.00
Vendor: VEN33879 - GREATAMERICA FINANCIAL SERVICES CORPORATION					
GREATAMERICA FINANCIAL SE	219152	04/05/2023	33676601	FOLDING MACHINE RENTAL - MARCH	343.85
GREATAMERICA FINANCIAL SE	219152	04/05/2023	33634571	MAIL MACHINE METER RENTAL - MARCH	293.95
Vendor VEN33879 - GREATAMERICA FINANCIAL SERVICES CORPORATION Total:					637.80
Vendor: VEN08013 - H&L MESABI					
H&L MESABI	15428	04/06/2023	11711	CARBIDE PLOW BLADES - STOCK	11,527.00
Vendor VEN08013 - H&L MESABI Total:					11,527.00
Vendor: VEN32979 - HILLYARD, INC					
HILLYARD, INC	219153	04/05/2023	605048742	CLEANING SUPPLIES FOR ICE ARENA	752.03
Vendor VEN32979 - HILLYARD, INC Total:					752.03
Vendor: VEN36261 - HOWIES HOCKEY, INC					
HOWIES HOCKEY, INC	219154	04/05/2023	INV000167152	GRIZZLY LEAGUE PUCKS	252.09
Vendor VEN36261 - HOWIES HOCKEY, INC Total:					252.09
Vendor: VEN33989 - ICE SPORTS INDUSTRY					
ICE SPORTS INDUSTRY	219155	04/05/2023	62255	SHOW/EXHIBITION FOR ICE ARENA	25.00
Vendor VEN33989 - ICE SPORTS INDUSTRY Total:					25.00
Vendor: VEN09001 - INTERNATIONAL CITY MANAGEMENT ASSOCIATION RETIREMENT CORPORATION					
INTERNATIONAL CITY MANAG	15429	04/06/2023	INV025251	BI-WEEKLY PAYROLL	1,478.08
INTERNATIONAL CITY MANAG	15429	04/06/2023	INV025253	BI-WEEKLY PAYROLL	2,143.32

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Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
INTERNATIONAL CITY MANAG	15430	04/06/2023	INV025254	04/05/23 BIWEEKLY PAYROLL 03/13/23-03/26/23	2,904.98
INTERNATIONAL CITY MANAG	15429	04/06/2023	INV025255	04/05/23 BIWEEKLY PAYROLL 03/13/23-03/26/23	9,182.28
INTERNATIONAL CITY MANAG	15429	04/06/2023	INV025256	04/05/23 BIWEEKLY PAYROLL 03/13/23-03/26/23	1,053.42
Vendor VEN09001 - INTERNATIONAL CITY MANAGEMENT ASSOCIATION RETIREMENT CORPORATION Total:					16,762.08
Vendor: VEN09005 - INTERNATIONAL UNION OF OPERATING ENGIN.					
INTERNATIONAL UNION OF O	15431	04/06/2023	INV025259	04/05/23 BIWEEKLY PAYROLL 03/13/23-03/26/23	1,330.00
Vendor VEN09005 - INTERNATIONAL UNION OF OPERATING ENGIN. Total:					1,330.00
Vendor: VEN09240 - INTERSTATE POWER SYSTEMS, INC.					
INTERSTATE POWER SYSTEMS,	219156	04/05/2023	R001195833-01	GENERATOR INSPECTION - FIRE STATION #3	716.00
INTERSTATE POWER SYSTEMS,	219156	04/05/2023	R001195834-01	GENERATOR INSPECTION - FIRE STATION #4	727.00
INTERSTATE POWER SYSTEMS,	219156	04/05/2023	R001195835-01	ANNUAL PM SERVICE - LIFT STATION	556.00
INTERSTATE POWER SYSTEMS,	219156	04/05/2023	R001195836-01	ANNUAL PM SERVICE - WELL # 11	1,623.00
INTERSTATE POWER SYSTEMS,	219156	04/05/2023	R001195839-01	SEMI ANNUAL GENERATOR INSPECTION - WELL #12	1,027.00
INTERSTATE POWER SYSTEMS,	219156	04/05/2023	R001197099-01	CREDIT - INV# R001195830-0	-2,254.00
Vendor VEN09240 - INTERSTATE POWER SYSTEMS, INC. Total:					2,395.00
Vendor: VEN09024 - INVER GROVE FORD					
INVER GROVE FORD	15432	04/06/2023	5327032	WIRE ASSEMBLY - 1756/3552	12.88
Vendor VEN09024 - INVER GROVE FORD Total:					12.88
Vendor: VEN09255 - I-STATE TRUCK CENTER					
I-STATE TRUCK CENTER	219157	04/05/2023	C242815547-01	HEATED MIRROR - 4008/3559	451.31
I-STATE TRUCK CENTER	219157	04/05/2023	C242816146-01	FOOT PEDAL ASSEMBLY - RETURNED	61.29
I-STATE TRUCK CENTER	219157	04/05/2023	C242816362-01	CREDIT - INV# C242816146- 01 RTRN FOOT PEDAL ASSMLY	-61.29
I-STATE TRUCK CENTER	219157	04/05/2023	C242816523-01	CREDIT - INV#C242816225-01 RTRN CORE	-66.13
I-STATE TRUCK CENTER	219157	04/05/2023	C242817254-01	CREDIT - INV# C242816826- 01 RTRN	-120.62
Vendor VEN09255 - I-STATE TRUCK CENTER Total:					264.56
Vendor: VEN36292 - JAY C KORTUS					
JAY C KORTUS	219158	04/05/2023	INV0011	PAINTING OF WEST RINK LOCKER ROOM #10	1,100.00
Vendor VEN36292 - JAY C KORTUS Total:					1,100.00
Vendor: VEN35804 - JEREMY STEPKA					
JEREMY STEPKA	219159	04/05/2023	20230329	PMT FOR MINOR OFFICALS 2022-23 SEASON - 24 GAMES	600.00
Vendor VEN35804 - JEREMY STEPKA Total:					600.00
Vendor: VEN10068 - JOHNSON BROTHERS LIQUOR CO.					
JOHNSON BROTHERS LIQUOR	219160	04/05/2023	2256537	ALCOHOL FOR CLUBHOUSE	3,543.58
Vendor VEN10068 - JOHNSON BROTHERS LIQUOR CO. Total:					3,543.58
Vendor: VEN35807 - JOSEPH ELLIOTT USA LLC					
JOSEPH ELLIOTT USA LLC	219161	04/05/2023	18763	BELTS FOR PROSHOP RESALE	323.80
JOSEPH ELLIOTT USA LLC	219161	04/05/2023	18772	DIVOT TOOLS FOR GOLF COURSE	422.81
Vendor VEN35807 - JOSEPH ELLIOTT USA LLC Total:					746.61
Vendor: VEN31197 - JT SERVICES OF MINNESOTA					
JT SERVICES OF MINNESOTA	15433	04/06/2023	JT23-067-01	100 WATT HIGH PRESSURE LAMP & IGNITRON - UTILITIES	5,772.96
Vendor VEN31197 - JT SERVICES OF MINNESOTA Total:					5,772.96

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Vendor: VEN11018 - KEYS WELL DRILLING COMPANY					
KEYS WELL DRILLING COMPA	15372	04/06/2023	PAYMENT #1	CONTRACT PAYMENT #1 - WELL 2 TEMP TREATMENT PLANT	64,369.15
Vendor VEN11018 - KEYS WELL DRILLING COMPANY Total:					64,369.15
Vendor: VEN31717 - KRAFT CONTRACTING & MECHANICAL LLC					
KRAFT CONTRACTING & MEC	15434	04/06/2023	29278	REPAIR FOR COLLAPSED VENT ON NORTH BLEACHERS	1,467.00
Vendor VEN31717 - KRAFT CONTRACTING & MECHANICAL LLC Total:					1,467.00
Vendor: VEN35654 - LARKIN HOFFMAN DALY & LINDGREN LTD					
LARKIN HOFFMAN DALY & LIN	15435	04/06/2023	818788	AGG INDUSTRIES MINE EXPANSION-ENVIRONMENTAL REVIEW	2,989.00
Vendor VEN35654 - LARKIN HOFFMAN DALY & LINDGREN LTD Total:					2,989.00
Vendor: VEN31389 - LAW ENFORCEMENT LABOR SERVICES, INC					
LAW ENFORCEMENT LABOR S	15436	04/06/2023	INV025261	04/05/23 BIWEEKLY PAYROLL 03/13/23-03/26/23	472.50
Vendor VEN31389 - LAW ENFORCEMENT LABOR SERVICES, INC Total:					472.50
Vendor: VEN36152 - LIFE LINE BILLING SYSTEMS LLC					
LIFE LINE BILLING SYSTEMS LL	219162	04/05/2023	63919	EMS SERVICES-	2,915.08
Vendor VEN36152 - LIFE LINE BILLING SYSTEMS LLC Total:					2,915.08
Vendor: VEN29309 - LVC COMPANIES, INC.					
LVC COMPANIES, INC.	15437	04/06/2023	109360	CITY HALL REMODEL- CONTRACT #2300168	4,655.00
LVC COMPANIES, INC.	15437	04/06/2023	109369	CITY HALL REMODEL- CONTRACT #2300261	2,175.00
Vendor VEN29309 - LVC COMPANIES, INC. Total:					6,830.00
Vendor: VEN13410 - MENARDS					
MENARDS	15438	04/06/2023	69181	BUILDING CLEANING SUPPLIE	32.22
MENARDS	15438	04/06/2023	69343	BAR AND CHAIN OIL-PARKS	7.99
MENARDS	15438	04/06/2023	69350	INDUSTRIAL SHARPIE, 8 DR TOOL CHEST/3 DR TOOL BOX	2.98
MENARDS	15438	04/06/2023	69350	INDUSTRIAL SHARPIE, 8 DR TOOL CHEST/3 DR TOOL BOX	566.98
MENARDS	15438	04/06/2023	69351-2023	CROWN STAPLE/SPLIT LOCK WASHER 10P-FACILITIES	5.73
MENARDS	15438	04/06/2023	69360	TAPE/TOTES-SEWER	20.95
MENARDS	15438	04/06/2023	69365	DUCT TAPE/CABLE	40.24
MENARDS	15438	04/06/2023	69404	TIES/TAPE/BLACK ICE-STREETS	26.99
MENARDS	15438	04/06/2023	69495	20'X1000' STRETCH WRAP-FACILITIES	28.86
MENARDS	15438	04/06/2023	69499	50:1 FUEL PREMIX, WASHING MCH CLEANER	11.74
MENARDS	15438	04/06/2023	69508	RUBBER GROMMET/UNIV ADAPTER	16.50
MENARDS	15438	04/06/2023	69542	2X6-8' STUDS - PARKS	54.60
Vendor VEN13410 - MENARDS Total:					815.78
Vendor: VEN35791 - MINNESOTA CHAPTER OF THE INTERNATIONAL ASSOCIATION OF ARSON INVESTIGATORS					
MINNESOTA CHAPTER OF THE	219163	04/05/2023	956	CONFERREGISTRATION FEES - KREMINSKI	270.00
Vendor VEN35791 - MINNESOTA CHAPTER OF THE INTERNATIONAL ASSOCIATION OF ARSON INVESTIGATORS Total:					270.00
Vendor: VEN13473 - MN CHILD SUPPORT CENTER					
MN CHILD SUPPORT CENTER	219164	04/05/2023	INV025263	04/05/23 BIWEEKLY PAYROLL 03/13/23-03/26/23	36.91
Vendor VEN13473 - MN CHILD SUPPORT CENTER Total:					36.91

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Vendor: VEN33108 - MN DEPT OF EMPLOYMENT & ECONOMIC DEVELOPMENT					
MN DEPT OF EMPLOYMENT &	15439	04/06/2023	20230401	AMERICAN LOGISTICS GRANT #CDAP-15-0006-H-FY15	1,486.20
Vendor VEN33108 - MN DEPT OF EMPLOYMENT & ECONOMIC DEVELOPMENT Total:					1,486.20
Vendor: VEN33184 - MOR GOLF AND UTILITY, INC					
MOR GOLF AND UTILITY, INC	15440	04/06/2023	37540	STARTER BRUSHES FOR FLEET OF GOLF CARTS	872.56
MOR GOLF AND UTILITY, INC	15440	04/06/2023	37578	STARTER BRUSHES-BRUSH & BRUSH HOLDER X30	2,870.58
MOR GOLF AND UTILITY, INC	15440	04/06/2023	37591	FRONT END PARTS FOR CLUB CAR CART	212.66
MOR GOLF AND UTILITY, INC	15440	04/06/2023	37632	FRONT END PARTS FOR CLUB CAR CART	4.49
MOR GOLF AND UTILITY, INC	15440	04/06/2023	37633	PARTS FOR GOLF CARTS	1,471.60
MOR GOLF AND UTILITY, INC	15440	04/06/2023	37658	PARTS FOR CLUB CAR CARTS	452.68
Vendor VEN33184 - MOR GOLF AND UTILITY, INC Total:					5,884.57
Vendor: VEN13463 - MTI DISTRIBUTING CO.					
MTI DISTRIBUTING CO.	15441	04/06/2023	1376312-01	HOSES FOR GOLF MAINTENANCE	78.51
MTI DISTRIBUTING CO.	15441	04/06/2023	1376312-02	HOSES FOR GOLF MAINTENANCE	196.79
MTI DISTRIBUTING CO.	15441	04/06/2023	1375524-00	SEASONAL SERVICE - 8514/85623	1,366.51
MTI DISTRIBUTING CO.	15441	04/06/2023	1377306-00	SEASONAL SERVICE - 8507/35607	1,364.75
MTI DISTRIBUTING CO.	15441	04/06/2023	1377341-00	SEASONAL SERVICE - 8511/35608	3,223.08
Vendor VEN13463 - MTI DISTRIBUTING CO. Total:					6,229.64
Vendor: VEN35570 - MYRON DANIEL RUSSELL JR					
MYRON DANIEL RUSSELL JR	219165	04/05/2023	20230217	KROUSE 4'X8' WALL AD	120.00
Vendor VEN35570 - MYRON DANIEL RUSSELL JR Total:					120.00
Vendor: VEN14497 - NEW PIG CORPORATION					
NEW PIG CORPORATION	15442	04/06/2023	23925313-00	RANGE SUPPLIES FOR CLEANING/BRASS REMOVAL	803.32
Vendor VEN14497 - NEW PIG CORPORATION Total:					803.32
Vendor: VEN36263 - NORTH AMERICAN TRAILER SALES, LTD					
NORTH AMERICAN TRAILER S	219166	04/05/2023	30004202829	GASKETS/VOYAGER SEALS	723.45
NORTH AMERICAN TRAILER S	219166	04/05/2023	30004203464	GASKETS/VOYAGER SEALS	-723.45
NORTH AMERICAN TRAILER S	219166	04/05/2023	30004203465	KING PIN QWIK KIT	570.99
Vendor VEN36263 - NORTH AMERICAN TRAILER SALES, LTD Total:					570.99
Vendor: VEN15362 - OPUS21 MANAGEMENT SOLUTIONS					
OPUS21 MANAGEMENT SOLU	15443	04/06/2023	230204	UB CALL CENTER SUPPORT SERVICES	287.97
OPUS21 MANAGEMENT SOLU	15443	04/06/2023	230204	UB POSTAGE SERVICES	499.56
OPUS21 MANAGEMENT SOLU	15443	04/06/2023	230204	UB HOSTING SERVICES	937.00
OPUS21 MANAGEMENT SOLU	15443	04/06/2023	230204	UB BILL PRINT SERVICES	281.00
OPUS21 MANAGEMENT SOLU	15443	04/06/2023	230204	UB CALL CENTER SUPPORT SERVICES	1,148.00
OPUS21 MANAGEMENT SOLU	15443	04/06/2023	230204	UB POSTAGE SERVICES	2,001.00
OPUS21 MANAGEMENT SOLU	15443	04/06/2023	230204	UB HOSTING SERVICES	3,749.00
OPUS21 MANAGEMENT SOLU	15443	04/06/2023	230204	UB POSTAGE SERVICES	1,126.00
OPUS21 MANAGEMENT SOLU	15443	04/06/2023	230204	UB CALL CENTER SUPPORT SERVICES	1,148.00
OPUS21 MANAGEMENT SOLU	15443	04/06/2023	230204	UB POSTAGE SERVICES	2,001.00
OPUS21 MANAGEMENT SOLU	15443	04/06/2023	230204	UB HOSTING SERVICES	3,749.00
OPUS21 MANAGEMENT SOLU	15443	04/06/2023	230204	UB POSTAGE SERVICES	1,126.00
OPUS21 MANAGEMENT SOLU	15443	04/06/2023	230204	UB CALL CENTER SUPPORT SERVICES	287.00
OPUS21 MANAGEMENT SOLU	15443	04/06/2023	230204	UB POSTAGE SERVICES	500.00
OPUS21 MANAGEMENT SOLU	15443	04/06/2023	230204	UB HOSTING SERVICES	938.65

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OPUS21 MANAGEMENT SOLU	15443	04/06/2023	230204	UB POSTAGE SERVICES	282.00
Vendor VEN15362 - OPUS21 MANAGEMENT SOLUTIONS Total:					20,061.18
Vendor: VEN30439 - O'REILLY AUTO PARTS					
O'REILLY AUTO PARTS	219167	04/05/2023	3266-453619	BATTERY/CORE CHARGE RETURN	-139.06
O'REILLY AUTO PARTS	219167	04/05/2023	3266-453623	OIL FILTER RETURN	-18.48
O'REILLY AUTO PARTS	219167	04/05/2023	3266-468596	BATTERY/CORE CHARGE-RETURNED ON INV #3266-468598	125.70
O'REILLY AUTO PARTS	219167	04/05/2023	3266-468597	BATTERY/CORE CHARGE-RETURNED ON INV #3266-453619	139.06
O'REILLY AUTO PARTS	219167	04/05/2023	3266-468598	BATTERY/CORE CHARGE RETURN	-125.70
O'REILLY AUTO PARTS	219167	04/05/2023	3266-468599	OIL FILTER-RETURNED ON INVOICE #3266-453623	18.48
O'REILLY AUTO PARTS	219167	04/05/2023	3266-474716	CABIN FILTER - STOCK	42.10
O'REILLY AUTO PARTS	219167	04/05/2023	3266-474893	BULB, SOLDER - STOCK & SHOP SUPPLY SS100	47.26
O'REILLY AUTO PARTS	219167	04/05/2023	3266-475163	CABIN FILTER - STOCK	40.60
O'REILLY AUTO PARTS	219167	04/05/2023	3266-475276	RESERVIOR - 4006/35606	96.29
O'REILLY AUTO PARTS	219167	04/05/2023	3266-475306	ANTI-FREEZE, CABIN FILTER - STOCK	77.27
O'REILLY AUTO PARTS	219167	04/05/2023	3266-475389	OIL FILTER & OIL - 2238/3563	43.28
O'REILLY AUTO PARTS	219167	04/05/2023	3266-475903	AIR FILTER - RETURNED	34.33
O'REILLY AUTO PARTS	219167	04/05/2023	3266-476140	CREDIT - INV#3266-475903 RTRN AIR FILTER	-34.33
O'REILLY AUTO PARTS	219167	04/05/2023	3266-476296	CREDIT - INV# 3266-467766 RTRN AIR FILTER	-34.33
O'REILLY AUTO PARTS	219167	04/05/2023	3266-476303	CREDIT - INV# 3266-473466 RTRN ABS SENSOR	-64.26
O'REILLY AUTO PARTS	219167	04/05/2023	3266-476477	CREDIT - INV# 3266-476471 RTRN FILTERS	-69.42
Vendor VEN30439 - O'REILLY AUTO PARTS Total:					178.79
Vendor: VEN30871 - PARAMOUNT MARKETING OF MINNETONKA, INC					
PARAMOUNT MARKETING OF	219169	04/05/2023	83310	SOFTENER SALT	737.54
Vendor VEN30871 - PARAMOUNT MARKETING OF MINNETONKA, INC Total:					737.54
Vendor: VEN33593 - PARMAN ENERGY GROUP					
PARMAN ENERGY GROUP	15445	04/06/2023	117549A-IN	WINDSHIELD WASHER FLUID - STOCK	118.52
PARMAN ENERGY GROUP	15445	04/06/2023	117549-IN	OIL & GREASE - STOCK	2,166.60
Vendor VEN33593 - PARMAN ENERGY GROUP Total:					2,285.12
Vendor: VEN35773 - PERFORMANCE FOOD GROUP INC					
PERFORMANCE FOOD GROUP	219170	04/05/2023	510452	FOOD FOR CLUBHOUSE	1,604.40
PERFORMANCE FOOD GROUP	219170	04/05/2023	513865	SUPPLIES FOR CLUBHOUSE	70.28
PERFORMANCE FOOD GROUP	219170	04/05/2023	513865	SUPPLIES FOR CLUBHOUSE	41.18
PERFORMANCE FOOD GROUP	219170	04/05/2023	513865	SUPPLIES FOR CLUBHOUSE	1,471.69
PERFORMANCE FOOD GROUP	219170	04/05/2023	515902	SUPPLIES FOR CLUBHOUSE	51.19
Vendor VEN35773 - PERFORMANCE FOOD GROUP INC Total:					3,238.74
Vendor: VEN34122 - PERFORMANCE PLUS, LLC					
PERFORMANCE PLUS, LLC	15446	04/06/2023	123365	MEDICAL EXAMINATION - RISCHETTE, MATTHEW	160.00
Vendor VEN34122 - PERFORMANCE PLUS, LLC Total:					160.00
Vendor: VEN16190 - PIONEER RIM & WHEEL COMPANY					
PIONEER RIM & WHEEL COMP	15447	04/06/2023	1CR4148	HUB & DRUM, ELEC BRAKE - 7003/35713	152.59
Vendor VEN16190 - PIONEER RIM & WHEEL COMPANY Total:					152.59
Vendor: VEN16138 - PUBLIC EMPLOYEES RETIREMENT ASSOCIATION					
PUBLIC EMPLOYEES RETIREM	15448	04/06/2023	INV025252	MAYOR/COUNCIL PAYROLL	262.88

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PUBLIC EMPLOYEES RETIREM	15448	04/06/2023	INV025265	04/05/23 BIWEEKLY PAYROLL 03/13/23-03/26/23	48,510.46
PUBLIC EMPLOYEES RETIREM	15448	04/06/2023	INV025266	04/05/23 BIWEEKLY PAYROLL 03/13/23-03/26/23	70,293.69
Vendor VEN16138 - PUBLIC EMPLOYEES RETIREMENT ASSOCIATION Total:					119,067.03
Vendor: VEN18051 - R & R SPECIALTIES OF WISCONSIN, INC					
R & R SPECIALTIES OF WISCO	15449	04/06/2023	78188-IN	BLADE SHARPENING	60.00
R & R SPECIALTIES OF WISCO	15449	04/06/2023	78455-IN	ZAMBONI SUPPLIES	14.20
R & R SPECIALTIES OF WISCO	15449	04/06/2023	78456-IN	ICE BLADE 77"	765.00
R & R SPECIALTIES OF WISCO	15449	04/06/2023	78466-IN	BLADE SHARPENING	127.50
Vendor VEN18051 - R & R SPECIALTIES OF WISCONSIN, INC Total:					966.70
Vendor: VEN31949 - RED WING SHOE STORE					
RED WING SHOE STORE	15450	04/06/2023	20230310034180	UNIFORM - LICK	500.00
Vendor VEN31949 - RED WING SHOE STORE Total:					500.00
Vendor: VEN35116 - SCHAEFFER MANUFACTURING COMPANY					
SCHAEFFER MANUFACTURIN	219171	04/05/2023	AZ8792-INV1	OIL & CITROL DEGREASER - STOCK	1,551.54
Vendor VEN35116 - SCHAEFFER MANUFACTURING COMPANY Total:					1,551.54
Vendor: VEN36290 - SHAWNA ANN MUNGER					
SHAWNA ANN MUNGER	219172	04/05/2023	20230329	PMT FOR MINOR OFFICIALS 2022-23 SEASON - 22 GAMES	550.00
Vendor VEN36290 - SHAWNA ANN MUNGER Total:					550.00
Vendor: VEN19284 - SHERWIN WILLIAMS					
SHERWIN WILLIAMS	219173	04/05/2023	0224-7	2" ANGLE SASH BRUSH/9" BRUSH	279.13
Vendor VEN19284 - SHERWIN WILLIAMS Total:					279.13
Vendor: VEN19467 - SHORT ELLIOTT HENDRICKSON INC.					
SHORT ELLIOTT HENDRICKSO	15451	04/06/2023	443493	DISH NETWORK NSP @ INWOOD	1,106.20
SHORT ELLIOTT HENDRICKSO	15451	04/06/2023	443494	DISHNETWORK NSB @ INNSDALE	1,573.72
Vendor VEN19467 - SHORT ELLIOTT HENDRICKSON INC. Total:					2,679.92
Vendor: VEN35882 - SIGNATURE CONCEPTS INC					
SIGNATURE CONCEPTS INC	219174	04/05/2023	370926	PROSHOP MERCHANDISE- HOODIES	789.75
Vendor VEN35882 - SIGNATURE CONCEPTS INC Total:					789.75
Vendor: VEN35034 - SMOOT ENTERPRISES ADVANCED SPORTSWEAR LLC					
SMOOT ENTERPRISES ADVAN	15452	04/06/2023	12910	HATS - RIVER OAKS UNIFORM	467.00
Vendor VEN35034 - SMOOT ENTERPRISES ADVANCED SPORTSWEAR LLC Total:					467.00
Vendor: VEN34238 - SNODEPOT					
SNODEPOT	219175	04/05/2023	404640	OIL PAN, GASKET, BOLT KIT - 4005/35589	1,039.00
Vendor VEN34238 - SNODEPOT Total:					1,039.00
Vendor: VEN30618 - SOUTH ST PAUL STEEL SUPPLY CO, INC					
SOUTH ST PAUL STEEL SUPPLY	15453	04/06/2023	1167809	STEEL - STOCK	185.50
Vendor VEN30618 - SOUTH ST PAUL STEEL SUPPLY CO, INC Total:					185.50
Vendor: VEN19376 - SPARTAN PROMOTIONAL GROUP INC					
SPARTAN PROMOTIONAL GRO	15454	04/06/2023	584161	SERVICE AWARD FOR RECOGNITION LUNCH	125.80
Vendor VEN19376 - SPARTAN PROMOTIONAL GROUP INC Total:					125.80
Vendor: VEN29560 - STANDARD INSURANCE COMPANY					
STANDARD INSURANCE COMP	219176	04/05/2023	202304	LIFE<D INS PREMIUM- APRIL 2023	78.58
STANDARD INSURANCE COMP	219176	04/05/2023	202304	LIFE<D INS PREMIUM- APRIL 2023	1,167.90
STANDARD INSURANCE COMP	219176	04/05/2023	202304	LIFE<D INS PREMIUM- APRIL 2023	2,911.42

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STANDARD INSURANCE COMP	219176	04/05/2023	202304	LIFE<D INS PREMIUM- APRIL 2023	3,145.38
Vendor VEN29560 - STANDARD INSURANCE COMPANY Total:					7,303.28
Vendor: VEN31218 - STANTEC CONSULTING SERVICES INC					
STANTEC CONSULTING SERVIC	15455	04/06/2023	2053472	WELL 7 TEMP TREATMENT PLANT SVC 2/4/23-2/20/23	9,088.86
STANTEC CONSULTING SERVIC	15455	04/06/2023	2053473	WELL 2 TEMP TREATMENT PLANT SVC 2/4/23-2/20/223	9,144.75
STANTEC CONSULTING SERVIC	15455	04/06/2023	2054532	COTTAGE GROVE WELL #13 SVC 2/4/23-3/3/23	1,415.75
Vendor VEN31218 - STANTEC CONSULTING SERVICES INC Total:					19,649.36
Vendor: VEN33154 - SUSA					
SUSA	219177	04/05/2023	20230321	2023 SUSA MEMBERSHIP-ALT	125.00
Vendor VEN33154 - SUSA Total:					125.00
Vendor: VEN35637 - TAYLOR BENGTON					
TAYLOR BENGTON	219178	04/05/2023	20230403	TRAVEL REIMBURSE-MN FESTIVALS & EVENTS ASSOC CONF	106.25
Vendor VEN35637 - TAYLOR BENGTON Total:					106.25
Vendor: VEN32056 - THE COTTAGE GROVE PROFESSIONAL FIREFIGHTERS					
THE COTTAGE GROVE PROFES	15456	04/06/2023	INV025258	04/05/23 BIWEEKLY PAYROLL 03/13/23-03/26/23	600.00
Vendor VEN32056 - THE COTTAGE GROVE PROFESSIONAL FIREFIGHTERS Total:					600.00
Vendor: VEN35267 - THE WEATHER APPAREL COMPANY					
THE WEATHER APPAREL COM	15457	04/06/2023	A54023	PROSHOP MERCHANDISE	1,612.68
Vendor VEN35267 - THE WEATHER APPAREL COMPANY Total:					1,612.68
Vendor: VEN34679 - THOMAS FROST					
THOMAS FROST	219179	04/05/2023	20230329	PMT FOR MINOR OFFICALS 2022-23 SEASON - 13 GAMES	325.00
Vendor VEN34679 - THOMAS FROST Total:					325.00
Vendor: VEN35856 - TICA DESIGN CORPORATION					
TICA DESIGN CORPORATION	219180	04/05/2023	58803	BILLFOLD/CLIPS FOR PROSHOP RESALE	255.80
Vendor VEN35856 - TICA DESIGN CORPORATION Total:					255.80
Vendor: VEN36334 - TONYE SYLVANUS					
TONYE SYLVANUS	219181	04/05/2023	20230314	RENTAL LICENSE REFUND	180.00
Vendor VEN36334 - TONYE SYLVANUS Total:					180.00
Vendor: VEN29205 - TOTAL MECHANICAL SERVICES, INC					
TOTAL MECHANICAL SERVICES	15458	04/06/2023	56015	FINISH INSTALL OF P1 BRINE PUMP FOR NORTH SHEET	810.00
TOTAL MECHANICAL SERVICES	15458	04/06/2023	56016	SNOW MELT P4 TRIP-LOOSE TERMINAL CONNECTION	450.00
Vendor VEN29205 - TOTAL MECHANICAL SERVICES, INC Total:					1,260.00
Vendor: VEN35977 - TRIMARK MARLINN LLC					
TRIMARK MARLINN LLC	219182	04/05/2023	2982536	VENTLESS DEEP DRYER, COUNTER TOP	12,409.16
Vendor VEN35977 - TRIMARK MARLINN LLC Total:					12,409.16
Vendor: VEN21640 - US BANK					
US BANK	15459	04/06/2023	3/10/2023	MEETING W/WASHINGTON COUNTY-LEVITT	20.20
US BANK	15459	04/06/2023	3/10/2023	EMERGENCY SNOW DAY MEALS-LEVITT	165.20
US BANK	15459	04/06/2023	3/10/2023	CONSTANT CONTACT-M PRIOR MILLER	70.00
US BANK	15459	04/06/2023	3/10/2023	SUBSCRIPTION TO CANVA-M PRIOR MILLER	12.95
US BANK	15459	04/06/2023	3/10/2023	PIONEER PRESS SUBSCRIPTION-M PRIOR MILL	16.00

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Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
US BANK	15459	04/06/2023	3/10/2023	2023 MCMA ANNUAL CONFERENCE - HOTEL-LEVITT	386.54
US BANK	15459	04/06/2023	3/10/2023	2023 MCMA ANNUAL CONFERENCE-LEVITT	495.00
US BANK	15459	04/06/2023	3/10/2023	NSAPA EVENT REGISTRATION FOR CHRIS-L MALINOWSKI	35.00
US BANK	15459	04/06/2023	3/10/2023	SHIPPING FOR CITY CLERK-M PRIOR MILLER	12.51
US BANK	15459	04/06/2023	3/10/2023	MNGFOA MEMBERSHIP FOR SARAH-L MALINOWSKI	70.00
US BANK	15459	04/06/2023	3/10/2023	MNGFOA MEMBERSHIP FOR BRENDA-L MALINOWSKI	70.00
US BANK	15459	04/06/2023	3/10/2023	MNGFOA MEMBERSHIP FOR MICHAEL-L MALINOWSKI	70.00
US BANK	15459	04/06/2023	3/10/2023	MEDALLION HUNT-M PRIOR MILLER	4.28
US BANK	15459	04/06/2023	3/10/2023	REBATE-US BANK	-1,048.55
US BANK	15459	04/06/2023	3/10/2023	FRAUDULENT CHARGES - US BANK CONTACTED-DILLON	10.73
US BANK	15459	04/06/2023	3/10/2023	FRAUDULENT CHARGES - US BANK CONTACTED-DILLON	16.10
US BANK	15459	04/06/2023	3/10/2023	FRAUDULENT CHARGES - US BANK CONTACTED-HUESMAN	470.70
US BANK	15459	04/06/2023	3/10/2023	PERSONAL EXPENSE - REFUNDED BY RYAN 2/28- BURFEIND	50.32
US BANK	15459	04/06/2023	3/10/2023	TOP 5 CLIFTONSTRENGTHS-R SCHMITZ	21.46
US BANK	15459	04/06/2023	3/10/2023	CONSTRUCTION INSPECTION WORKSHOP-JUTH-BURFEIND	350.00
US BANK	15459	04/06/2023	3/10/2023	TIMBERLAKE LODGE - DAY 1 PER DIEM-MARTIN	33.19
US BANK	15459	04/06/2023	3/10/2023	TIMBERLAKE LODGE - DAY 3 PER DIEM-MARTIN	15.28
US BANK	15459	04/06/2023	3/10/2023	TIMBERLAKE LODGE - DAY 2 PER DIEM-MARTIN	15.00
US BANK	15459	04/06/2023	3/10/2023	TIMBERLAKE LODGE - DAY 2 PER DIEM-MARTIN	16.54
US BANK	15459	04/06/2023	3/10/2023	TIMBERLAKE LODGE - HOTEL FOR TRAINING-MARTIN	215.36
US BANK	15459	04/06/2023	3/10/2023	SURVEY MONKEY UPGRADE FEE-KOERNER	50.00
US BANK	15459	04/06/2023	3/10/2023	HDMI TO DVI CABLE - 6'- MCCORMICK	6.43
US BANK	15459	04/06/2023	3/10/2023	OWB CONCEALMENT HOLSTER/PADDLE	93.96
US BANK	15459	04/06/2023	3/10/2023	ATTACHMENTS-MARTIN BLACKHAWK SERPA CQC CONCEALMENT HOLSTERS- MCCORMICK	469.90
US BANK	15459	04/06/2023	3/10/2023	2023 MN CHIEFS OF POLICE MEMBERSHIP RENEWAL- KOERNE	434.00
US BANK	15459	04/06/2023	3/10/2023	2023 IACP MEMBERSHIP RENEWAL-KOERNER	190.00
US BANK	15459	04/06/2023	3/10/2023	2023 NLPOA MEMBER RENEWAL-KOERNER	36.05
US BANK	15459	04/06/2023	3/10/2023	REFUND FOR STORM TRAINING-WELLNESS & NUTR	-208.95
US BANK	15459	04/06/2023	3/10/2023	RDS PISTOL COURSE- SWANSON-NICKLE	525.00
US BANK	15459	04/06/2023	3/10/2023	HERO CENTER CLASS CANCELLATION REFUND- MCCLAIN-NICK	-250.00

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Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
US BANK	15459	04/06/2023	3/10/2023	HERO CENTER CLASS REGISTRATION FEE- MCCLAIN/KLIKA-N	500.00
US BANK	15459	04/06/2023	3/10/2023	HERO CENTER CLASS CANCELLATION REFUND- KLIKA-NICKLE	-250.00
US BANK	15459	04/06/2023	3/10/2023	BCA TRAINING-DMT COURSE- RENSCHEN	375.00
US BANK	15459	04/06/2023	3/10/2023	TABS FOR SQUAD 1848- RENSCHEN	14.60
US BANK	15459	04/06/2023	3/10/2023	FIREARMS SUPPLIES - MAGAZINE EXTENSIONS- TORNING	109.45
US BANK	15459	04/06/2023	3/10/2023	NLEFIA TRAINING TARGETS- LINDEEN	455.37
US BANK	15459	04/06/2023	3/10/2023	F-SERIES WALL CHARGER-L SORGAARD	33.98
US BANK	15459	04/06/2023	3/10/2023	NYLONG LONG LINE 1X1-L SORGAARD	26.99
US BANK	15459	04/06/2023	3/10/2023	3.0MM CHROME POLICE CHOKE COLLAR FOR K9- TORNING	12.95
US BANK	15459	04/06/2023	3/10/2023	USPCA REGION 12 WINTER CONFERENCE-GRAFF	108.66
US BANK	15459	04/06/2023	3/10/2023	DOCUMENT FRAMES FOR AWARDS-REDENIUS	9.40
US BANK	15459	04/06/2023	3/10/2023	BREAKFAST FOODS FOR CREW -ORLOFF	37.59
US BANK	15459	04/06/2023	3/10/2023	BREAKFAST FOODS FOR CREW -ORLOFF	29.97
US BANK	15459	04/06/2023	3/10/2023	BREAKFAST FOODS FOR CREW -ORLOFF	36.73
US BANK	15459	04/06/2023	3/10/2023	PIZZA FOR CREW-ORLOFF	125.40
US BANK	15459	04/06/2023	3/10/2023	MEETING W/WOODBURY PW & ENGINEERING-BURFEIND	87.91
US BANK	15459	04/06/2023	3/10/2023	CELL PHONE CASE-MOSHIER	64.41
US BANK	15459	04/06/2023	3/10/2023	POSTAGE-MOSHIER	16.53
US BANK	15459	04/06/2023	3/10/2023	2023 TRANSPORTATION DAY REGISTRATION-BURFEIND	90.00
US BANK	15459	04/06/2023	3/10/2023	MN NURSEY & LANDSCAPE SHADE TREE COURSE- BURFEIND	225.00
US BANK	15459	04/06/2023	3/10/2023	CELL CARDS FOR IRRIGATION CONTROLLERS-DOCKTER	483.18
US BANK	15459	04/06/2023	3/10/2023	PERSONAL EXPENSE - REFUNDED BY MOLLY 3/16- PIETRUSZ	16.05
US BANK	15459	04/06/2023	3/10/2023	SUPPLIES FOR SPRING BREAK- MUCKENHIRN	32.79
US BANK	15459	04/06/2023	3/10/2023	SUPPLIES FOR EGG HUNT- PIETRUSZEWSKI	401.05
US BANK	15459	04/06/2023	3/10/2023	SUPPLIES FOR SPRING BREAK- PIETRUSZEWSKI	207.14
US BANK	15459	04/06/2023	3/10/2023	COMPOSTABLE BAGS/LINERS- L MALINOWSKI	555.10
US BANK	15459	04/06/2023	3/10/2023	OFFICE POS DRAWER REPLACEMENT-HIRMAN	42.90
US BANK	15459	04/06/2023	3/10/2023	SNACKS FOR ICE ARENA- MUCKENHIRN	13.92
US BANK	15459	04/06/2023	3/10/2023	SNACKS FOR ICE ARENA- MUCKENHIRN	33.92
US BANK	15459	04/06/2023	3/10/2023	PADS FOR BOTTOM OF BARSTOOLS-HIRMAN	13.95
US BANK	15459	04/06/2023	3/10/2023	VACUUM PARTS-HIRMAN	15.99

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Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
US BANK	15459	04/06/2023	3/10/2023	MONTHLY IHEARTRADIO	10.73
US BANK	15459	04/06/2023	3/10/2023	SUBSCRIPTION-HIRMAN	
				EMPLOYEE SCHEDULING	77.50
				SOFTWARE - ICE ARENA-	
US BANK	15459	04/06/2023	3/10/2023	HIRMAN	
				COMMERCIAL RADIUS RINGS-	597.99
US BANK	15459	04/06/2023	3/10/2023	HIRMAN	
				SNACKS FOR ICE ARENA-	69.70
US BANK	15459	04/06/2023	3/10/2023	MUCKENHIRN	
				SNACKS FOR ICE ARENA-	116.36
US BANK	15459	04/06/2023	3/10/2023	MUCKENHIRN	
				SNACKS FOR ICE ARENA-	79.56
US BANK	15459	04/06/2023	3/10/2023	MUCKENHIRN	
				SNACKS FOR ICE ARENA-	138.30
US BANK	15459	04/06/2023	3/10/2023	MUCKENHIRN	
				FOOD FOR CONCESSIONS-	84.95
US BANK	15459	04/06/2023	3/10/2023	PIETRUSZEWSKI	
				SNACKS FOR ICE ARENA-	109.84
US BANK	15459	04/06/2023	3/10/2023	MUCKENHIRN	
				SNACKS FOR ICE ARENA-	84.95
US BANK	15459	04/06/2023	3/10/2023	MUCKENHIRN	
				SNOWMOBILE HELMET FOR	149.95
				GROOMING SKI TRAILS-	
US BANK	15459	04/06/2023	3/10/2023	HANSON	
				TRANSPORT FOR WADE/JOEL	72.00
				TO ORLANDO AIRPORT-	
US BANK	15459	04/06/2023	3/10/2023	HANSON	
				MGCSA REGISTRATION-ASSTS	45.00
US BANK	15459	04/06/2023	3/10/2023	PRO FORUM-HUESMAN	
				BAG FEES FOR JOEL/WADE-	120.00
US BANK	15459	04/06/2023	3/10/2023	HANSON	
				GCSAA NATIONAL SHOW-	22.11
US BANK	15459	04/06/2023	3/10/2023	MEALS-HUESMAN	
				GCSAA NATIONAL SHOW-	17.02
US BANK	15459	04/06/2023	3/10/2023	MEALS-HUESMAN	
				GCSAA NATIONAL SHOW-	37.02
US BANK	15459	04/06/2023	3/10/2023	MEALS-HUESMAN	
				HOTEL FOR CONFERENCE -	1,131.72
US BANK	15459	04/06/2023	3/10/2023	WADE-HANSON	
				GRATES FOR STEAM TABLE	46.18
US BANK	15459	04/06/2023	3/10/2023	PAN-JONES	
				HEAT LAMP BULBS-JONES	38.63
US BANK	15459	04/06/2023	3/10/2023	GOVEE LED SMART FLOOR	386.51
				LIGHTS/CORNER LAMP-NEITZ	
US BANK	15459	04/06/2023	3/10/2023	ROBOT COUPE SLICING PLATE	85.88
				-JONES	
US BANK	15459	04/06/2023	3/10/2023	WHITE WINE	134.45
				GLASSES/UTILITY POT SCRUB	
US BANK	15459	04/06/2023	3/10/2023	GOVEE LED PERMANENT	214.74
				OUTDOOR LIGHTS-NEITZ	
US BANK	15459	04/06/2023	3/10/2023	ADJUSTABLE STOOL ROLING	53.43
				SWIVEL CHAIR-JONES	
US BANK	15459	04/06/2023	3/10/2023	SCHEDULE PRO	80.00
				SUBSCRIPTION-NEITZ	
US BANK	15459	04/06/2023	3/10/2023	THE KNOT/WEDIDINGPRO-	576.00
				JONES	
US BANK	15459	04/06/2023	3/10/2023	ADVERTISING FOR RIVER	119.40
				OAKS-NEITZ	
US BANK	15459	04/06/2023	3/10/2023	GOVEE LED PERMANENT	536.85
				OUTDOOR LIGHTS-NEITZ	
US BANK	15459	04/06/2023	3/10/2023	SHOPPES AT COTTAGE VIEW	97.91
				BUSINESS MEETING-LEVITT	
US BANK	15459	04/06/2023	3/10/2023	BRIDGETOWER MEDIA-LARSO	32.00
US BANK	15459	04/06/2023	3/10/2023	ICSC-EDA FLIGHT-LEVITT	572.80

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Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
US BANK	15459	04/06/2023	3/10/2023	FLIGHT TO LAS VEGAS FOR GRETCHEN-LARSON	667.80
US BANK	15459	04/06/2023	3/10/2023	ICSC EXPO-BAILEY/DENNIS / DUES-BAILEY-LARSON	2,075.00
US BANK	15459	04/06/2023	3/10/2023	FLIGHT TO LAS VEGAS FOR MYRON BAILEY-LARSON	572.80
US BANK	15459	04/06/2023	3/10/2023	THOMPSON HILL WELCOME CENTER - RCPT #173779000-M P	16.93
US BANK	15459	04/06/2023	3/10/2023	THOMPSON HILL WELCOME CENTER - RCPT #173778857-M P	16.93
US BANK	15459	04/06/2023	3/10/2023	UPS PICKUP OF VISITOR GUIDES-M PRIOR MILLER	4.00
US BANK	15459	04/06/2023	3/10/2023	PAPER PRODUCTS FOR HERO CENTER-ANSELMMENT	49.97
US BANK	15459	04/06/2023	3/10/2023	TV FOR CAMERAS IN FACILITY SPECIALIST OFFICE-ANSEL	196.00
US BANK	15459	04/06/2023	3/10/2023	OFFICE SUPPLIES FOR HERO CENTER-ANSELMMENT	50.92
US BANK	15459	04/06/2023	3/10/2023	UNIFORMS FOR JOE & RSO REPLACEMENT-ANSELMMENT	383.25
US BANK	15459	04/06/2023	3/10/2023	MARKETING MAILCHIMP-ANSELMMENT	69.00
US BANK	15459	04/06/2023	3/10/2023	MONTHLY STAMP ACCOUNT SUBSCRIPTION-ANSELMMENT	4.99
US BANK	15459	04/06/2023	3/10/2023	200 WIAVER SERVICE PLAN 2/23/23-3/23/23-ANSELMEN	34.00
US BANK	15459	04/06/2023	3/10/2023	ONLINE ADVERTISING FOR HERO COURSES-ANSELMMENT	258.24
US BANK	15459	04/06/2023	3/10/2023	MNIAI EXHIBITOR REGISTRATION-ANSELMMENT	250.00
US BANK	15459	04/06/2023	3/10/2023	TRAINING VIDEOS FOR RSO'S LEAD AWARENESS-ANSELMEN	241.00
US BANK	15459	04/06/2023	3/10/2023	RANGE VACUUM REPLACEMENT FILTERS-ANSELMMENT	737.86
US BANK	15459	04/06/2023	3/10/2023	MN NURSEY & LANDSCAPE SHADE TREE COURSE-BURFEIND	225.00
US BANK	15459	04/06/2023	3/10/2023	PLUSRITE 7204 - METAL HALIDE BALLAST 50X-ALT	2,255.95
US BANK	15459	04/06/2023	3/10/2023	REPAIR SUPPLIES-MOSHIER	180.70
US BANK	15459	04/06/2023	3/10/2023	POSTAGE-MOSHIER	32.75
US BANK	15459	04/06/2023	3/10/2023	RIVER OAKS MAINTENANCE-BLUHM	211.95
US BANK	15459	04/06/2023	3/10/2023	ICE ARENA POS - LIGHTSPEED-BLUHM	207.00
US BANK	15459	04/06/2023	3/10/2023	WELL 3 CAMERA-BLUHM	139.17
US BANK	15459	04/06/2023	3/10/2023	PETER THOMPSON PARK SURVEILLANCE REPLACEMENT-BLUHM	1,100.51
US BANK	15459	04/06/2023	3/10/2023	2023 SAFETY & LOSS CONTROL WORKSHOP-BLUH	20.00
Vendor VEN21640 - US BANK Total:					22,807.33
Vendor: VEN36335 - VANESSA OLSON					
VANESSA OLSON	219183	04/05/2023	20230330	WATER EFFICIENCY REBATE-OLSON 9618 INDIAN BLVD S	300.00
Vendor VEN36335 - VANESSA OLSON Total:					300.00
Vendor: VEN35418 - VARSITY BRANDS HOLDING CO INC					
VARSITY BRANDS HOLDING C	15468	04/06/2023	920856294	SOCCER GOALS	13,299.94
Vendor VEN35418 - VARSITY BRANDS HOLDING CO INC Total:					13,299.94

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Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN23139 - WASHINGTON COUNTY PUBLIC HEALTH & ENVIRONMENT DEPT					
WASHINGTON COUNTY PUBLI	15469	04/06/2023	2023-PHE-1156	VSQG HAZARDOUS WASTE COLLECTION PROGRAM - FACILITY	31.20
Vendor VEN23139 - WASHINGTON COUNTY PUBLIC HEALTH & ENVIRONMENT DEPT Total:					31.20
Vendor: VEN29141 - WATSON COMPANY INC.					
WATSON COMPANY INC.	15470	04/06/2023	132640	FOOD FOR ICE ARENA CONCESSIONS	320.19
Vendor VEN29141 - WATSON COMPANY INC. Total:					320.19
Vendor: VEN31705 - WISCONSIN SCTF					
WISCONSIN SCTF	219184	04/05/2023	INV025264	04/05/23 BIWEEKLY PAYROLL 03/13/23-03/26/23	392.30
Vendor VEN31705 - WISCONSIN SCTF Total:					392.30
Vendor: VEN24065 - XCEL ENERGY					
XCEL ENERGY	219185	04/05/2023	820111244	PINE COULEE LIGHTS 2/13/23 -3/15/23	92.62
XCEL ENERGY	219185	04/05/2023	820157298	LIFT STATION 2/12/23-3/15/2	191.14
XCEL ENERGY	219185	04/05/2023	820208759	SEWER LIFT STATION 2/13/23- 3/15/23	37.95
XCEL ENERGY	219185	04/05/2023	820208857	SOUTHPOINT 2/13/23-3/15/2	156.39
XCEL ENERGY	219185	04/05/2023	820209345	BOOSTER BYPASS2/13/23- 3/15/23	21.93
XCEL ENERGY	219185	04/05/2023	820243002	8193 GRANGE BLVD UNIT SIREN 2/13/23-3/15/23	18.91
XCEL ENERGY	219185	04/05/2023	820245419	8311 60TH ST S ST LIGHTS 2/13/23-3/15/23	85.52
XCEL ENERGY	219185	04/05/2023	820245934	HERO CENTER GAS	6,652.82
XCEL ENERGY	219185	04/05/2023	820246226	EASTBROOK HOA 2/13/23- 3/15/23	13.03
XCEL ENERGY	219185	04/05/2023	820250925	8031 80TH ST S UNIT ST LIGHTS 2/13/23-3/15/23	177.16
XCEL ENERGY	219185	04/05/2023	820251380	8500 95TH ST S TRAFFIC SIGNAL	79.55
XCEL ENERGY	219185	04/05/2023	820254231	6497 INSPIRE CIR S FEEDPOINT 2/13/23-3/15/23	49.59
XCEL ENERGY	219185	04/05/2023	820255981	9200 GRANADA AVE S FEEDPOINT 2/13/23-3/15/23	64.81
XCEL ENERGY	219185	04/05/2023	820259278	7064 W PT DOUGLAS RD S FEEDPOINT 2/13/23-3/15/23	70.25
XCEL ENERGY	219185	04/05/2023	820261530	9750 65TH ST S FEEDPOINT 2/13/23-3/15/23	92.55
XCEL ENERGY	219185	04/05/2023	820264027	CENTRAL FIRE TEMP GAS 2/13/23-3/15/23	3,035.00
XCEL ENERGY	219185	04/05/2023	820266756	6424 HARKNESS AVE S FEEDPOINT 2/13/23-3/15/23	51.32
XCEL ENERGY	219185	04/05/2023	820269065	6490 IDSEN AVE S FEEDPOINT 2/13/23-3/15/23	126.12
XCEL ENERGY	219185	04/05/2023	820278003	6527 GENEVIEVE TRL FEEDPOINT 2/13/23-3/15/23	28.01
XCEL ENERGY	219185	04/05/2023	820362959	WATER 2-12/23-3/14/23	26,929.79
XCEL ENERGY	219185	04/05/2023	820571365	C/D SIRENS 2/18/23-3/17/23	42.48
XCEL ENERGY	219185	04/05/2023	820298139	SETTLERS BLUFF LS-10294A GREYSTONE 2/13/23-3/15/23	32.85
Vendor VEN24065 - XCEL ENERGY Total:					38,049.79
Vendor: VEN26201 - ZIEGLER INC.					
ZIEGLER INC.	15471	04/06/2023	IN000910815	WIPER BLADE - RETURNED	112.60
ZIEGLER INC.	15471	04/06/2023	IN000910900	WIPER BLADES - STOCK,8205- 35574,8207-35575	230.56
ZIEGLER INC.	15471	04/06/2023	CM000132307	CREDIT - FOR IN000910815 RTRN WIPER BLADE	-112.60
ZIEGLER INC.	15471	04/06/2023	SI000304197	SEASONAL SERVICE - 8301/35626	1,472.53

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Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
ZIEGLER INC.	15471	04/06/2023	SI000304200	SEASONAL SERVICE - 8303/35627	2,091.71
ZIEGLER INC.	15471	04/06/2023	SI000304204	SEASONAL SERVICE - 8302/35628	1,041.29
				Vendor VEN26201 - ZIEGLER INC. Total:	4,836.09
				Grand Total:	475,252.51

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	17,137.77
215 - RECYCLING	555.10
230 - SURFACE WATER MANAGEMENT	2,005.53
250 - ICE ARENA	23,039.80
255 - GOLF COURSE SPECIAL REVENUE FUND	25,127.92
285 - ECONOMIC DEVELOPMENT AUTHORITY	5,648.62
290 - HERO CENTER OPERATIONS	24,768.30
455 - 3M SETTLEMENT - MPCA	84,018.51
515 - PARK CAPITAL IMPROVEMENT FUND	15,979.86
525 - MUNICIPAL BUILDING	6,830.00
610 - WATER OPERATING	40,146.72
620 - SEWER OPERATING	8,862.89
630 - STREET LIGHTS	11,030.86
660 - SOUTH WASHINGTON COUNTY AMBUL	3,075.08
700 - SELF INSURANCE	2,275.90
710 - FLEET MAINTENANCE	50,197.08
720 - INFORMATION TECHNOLOGY	2,111.20
805 - POOLED CASH	-1,025.25
810 - DEVELOPER LETTER OF CREDIT	6,989.00
990 - PAYROLL FUND	146,477.62
Grand Total:	475,252.51

Account Summary

Account Number	Account Name	Payment Amount
100-00-9100-2034	COBRA INSURANCE	78.58
100-02-0110-4210	OP SUPPLY-OTHER	185.40
100-02-0110-4401	DUES & SUBS	98.95
100-02-0110-4403	TRAVEL/TRAIN/CON	916.54
100-04-0200-4210	OP SUPPLY-OTHER	12.51
100-05-0300-4401	DUES & SUBS	210.00
100-08-0395-4210	OP SUPPLY-OTHER	130.08
100-09-2500-3816	REFUND & REIMBRS	-1,048.55
100-09-2500-4210	OP SUPPLY-OTHER	583.44
100-09-2500-4372	MAINT-REPAIR/BLD	-2,254.00
100-09-2500-4380	RENTAL/LEASE	637.80
100-13-1000-3139	ELECTRICAL PERMITS	180.00
100-13-1000-3140	BUILDING PERMIT	1,643.60
100-13-1000-3146	RENTAL LICENSE	180.00
100-13-1000-4403	TRAVEL/TRAIN/CON	21.46
100-14-2040-4403	TRAVEL/TRAIN/CON	350.00
100-15-0400-4360	UTILITIES	61.39
100-15-0400-4403	TRAVEL/TRAIN/CON	295.37
100-21-0500-4210	OP SUPPLY-OTHER	2,456.43
100-21-0500-4217	CLOTHING/UNIFORM	563.86
100-21-0500-4401	DUES & SUBS	660.05
100-21-0500-4403	TRAVEL/TRAIN/CON	691.05
100-21-0500-4449	OTHER CONTRACT	14.60
100-21-0532-4210	OP SUPPLY-OTHER	564.82
100-21-0537-4210	OP SUPPLY-OTHER	73.92
100-21-0537-4305	FEES FOR SERVICE	140.00
100-21-0537-4403	TRAVEL/TRAIN/CON	108.66
100-26-0800-4210	OP SUPPLY-OTHER	178.25
100-26-0800-4211	MOTOR FUELS	47.58
100-26-0800-4272	OP SUP-BUILDINGS	32.22
100-26-0800-4305	FEES FOR SERVICE	79.94
100-26-0800-4360	UTILITIES	3,035.00
100-26-0800-4372	MAINT-REPAIR/BLD	1,443.00

Account Summary

Account Number	Account Name	Payment Amount
100-26-0800-4403	TRAVEL/TRAIN/CON	270.00
100-31-1200-4210	OP SUPPLY-OTHER	143.83
100-31-1200-4217	CLOTHING/UNIFORM	12.44
100-34-1290-4210	OP SUPPLY-OTHER	229.69
100-35-2005-4210	OP SUPPLY-OTHER	152.32
100-35-2005-4272	OP SUP-BUILDINGS	236.03
100-35-2005-4311	POSTAGE	16.53
100-35-2005-4372	MAINT-REPAIR/BLD	1,375.39
100-35-2005-4403	TRAVEL/TRAIN/CON	90.00
100-35-2005-4405	CLEAN/WASTE REMV	31.20
100-36-2200-4403	TRAVEL/TRAIN/CON	225.00
100-41-1500-4210	OP SUPPLY-OTHER	750.56
100-41-1500-4271	OP SUP-OTHER IMP	483.18
100-41-1500-4360	UTILITIES	92.62
100-51-2300-3816	REFUND & REIMBRS	16.05
100-51-2300-4210	OP SUPPLY-OTHER	32.79
100-51-2300-4434	SPECIAL EVENTS	608.19
215-54-1900-4210	OP SUPPLY-OTHER	555.10
230-61-3260-4305	FEES FOR SERVICE	287.97
230-61-3260-4311	POSTAGE	499.56
230-61-3260-4321	DATA PROCESSING	937.00
230-61-3260-4340	PRINTING	281.00
250-77-3700-4200	OFFICE SUPPLIES	90.74
250-77-3700-4209	OP SUPPLIES-CLEN	752.03
250-77-3700-4210	OP SUPPLY-OTHER	38.95
250-77-3700-4270	OP SUP-VEH/EQ	30.19
250-77-3700-4272	OP SUP-BUILDINGS	1,016.67
250-77-3700-4300	PROF SERVICES	60.40
250-77-3700-4305	FEES FOR SERVICE	1,800.00
250-77-3700-4312	3v3 HOCKEY LEAGUE	252.09
250-77-3700-4341	ADVER/PUBLISH	120.00
250-77-3700-4370	MAINT-REPAIR/EQ	3,679.50
250-77-3700-4401	DUES & SUBS	88.23
250-77-3700-4436	PROSHOP RESALE	597.99
250-77-3700-4438	VENDING RESALE	69.70
250-77-3700-4540	OTHER CAP OUTLAY	13,509.16
250-77-3740-4438	CONCESSIONS RESALE	934.15
255-53-2100-4210	OP SUPPLY-OTHER	65.50
255-53-2100-4340	PRINTING	55.00
255-53-2100-4438	PRO/MISC RESALE	4,726.69
255-55-2105-4210	OP SUPPLY-OTHER	602.52
255-55-2105-4217	CLOTHING/UNIFORM	467.00
255-55-2105-4231	SMALL TOOLS	189.00
255-55-2105-4270	OP SUP-VEH/EQ	6,159.87
255-55-2105-4305	FEES FOR SERVICE	222.01
255-55-2105-4403	TRAVEL/TRAIN/CON	1,444.87
255-56-2140-4210	OP SUPPLY-OTHER	1,295.52
255-56-2140-4305	FEES FOR SERVICE	1,776.94
255-56-2140-4341	ADVER/PUBLISH	695.40
255-56-2140-4372	MAINT-REPAIR/BLD	536.85
255-56-2140-4436	CONCESSION RESAL	3,347.17
255-56-2140-4439	LIQUOR - RESALE	3,543.58
285-12-1135-4210	OP SUPPLY-OTHER	97.91
285-12-1135-4401	DUES & SUBS	32.00
285-12-1135-4403	TRAVEL/TRAIN/CON	572.80
285-12-1135-4434	SPECIAL EVENTS	3,315.60
285-12-1150-4311	POSTAGE	33.86
285-12-1150-4340	PRINTING	4.00

Account Summary

Account Number	Account Name	Payment Amount
285-12-1150-4403	TRAVEL/TRAIN/CON	106.25
285-12-9285-2220	DUE TO OTHER GOV	1,486.20
290-00-2900-2310	DEPOSITS PAYABLE	1,599.98
290-00-2900-4210	OP SUPPLY-OTHER	299.87
290-00-2900-4217	CLOTHING/UNIFORM	383.25
290-00-2900-4300	PROF SERVICES	69.00
290-00-2900-4311	POSTAGE	4.99
290-00-2900-4321	DATA PROCESSING	34.00
290-00-2900-4341	ADVER/PUBLISH	258.24
290-00-2900-4360	UTILITIES	6,652.82
290-00-2900-4372	MAINT-REPAIR/BLD	12,835.40
290-00-2900-4403	TRAVEL/TRAIN/CON	491.00
290-00-2900-4405	CLEAN/WASTE REMV	1,572.77
290-00-2900-4530	MACH & EQUIPMENT	566.98
455-00-7233-4551	PROJECT-ENGINEER	1,415.75
455-00-7252-4550	PROJECT-CONTRACT	64,369.15
455-00-7252-4551	PROJECT-ENGINEER	18,233.61
515-00-9515-4305	FEES FOR SERVICE	2,679.92
515-00-9515-4540	OTHER CAP OUTLAY	13,299.94
525-00-9525-4559	PROJECT-OTHER	6,830.00
610-70-3000-4210	OP SUPPLY-OTHER	276.38
610-70-3000-4360	UTILITIES	26,951.72
610-70-3000-4372	MAINT-REPAIR/BLD	2,650.00
610-70-3000-4401	DUES & SUBS	125.00
610-70-3000-4403	TRAVEL/TRAIN/CON	225.00
610-70-3000-4438	PRO/MISC RESALE	1,295.12
610-70-3000-4449	OTHER CONTRACT	599.50
610-71-3060-4305	FEES FOR SERVICE	1,148.00
610-71-3060-4311	POSTAGE	2,001.00
610-71-3060-4321	DATA PROCESSING	3,749.00
610-71-3060-4340	PRINTING	1,126.00
620-80-3100-4210	OP SUPPLY-OTHER	20.95
620-80-3100-4360	UTILITIES	261.94
620-80-3100-4372	MAINT-REPAIR/BLD	556.00
620-81-3160-4305	FEES FOR SERVICE	1,148.00
620-81-3160-4311	POSTAGE	2,001.00
620-81-3160-4321	DATA PROCESSING	3,749.00
620-81-3160-4340	PRINTING	1,126.00
630-75-1400-4210	OP SUPPLY-OTHER	2,255.95
630-75-1400-4271	OP SUP-OTHER IMP	5,772.96
630-75-1400-4305	FEES FOR SERVICE	287.00
630-75-1400-4311	POSTAGE	500.00
630-75-1400-4321	DATA PROCESSING	938.65
630-75-1400-4340	PRINTING	282.00
630-75-1400-4360	UTILITIES	758.36
630-75-1430-4360	UTILITIES	79.55
630-75-1450-4360	UTILITIES	156.39
660-24-0330-4305	FEES FOR SERVICE	2,915.08
660-24-0600-4300	PROF SERVICES	160.00
700-00-9700-4144	HEALTH INSURANCE	1,167.90
700-00-9700-4300	PROF SERVICES	1,108.00
710-33-1700-4210	OP SUPPLY-OTHER	180.70
710-33-1700-4217	CLOTHING/UNIFORM	235.01
710-33-1700-4270	OP SUP-VEH/EQ	26,857.82
710-33-1700-4311	POSTAGE	32.75
710-33-1700-4370	MAINT-REPAIR/EQ	22,890.80
720-07-0380-4200	OFFICE SUPPLIES	38.67
720-07-0380-4280	CAPITAL OUTLAY <\$5,00	211.95

Account Summary

Account Number	Account Name	Payment Amount
720-07-0380-4321	DATA PROCESSING	600.90
720-07-0380-4370	MAINT-REPAIR/EQ	1,239.68
720-07-0380-4403	TRAVEL/TRAIN/CON	20.00
805-00-9805-1010	Pooled Cash	-1,025.25
810-00-8217-2310	DEPOSITS PAYABLE	4,000.00
810-00-9810-2310	DEPOSITS PAYABLE	2,989.00
990-05-9990-2010	PERA	119,067.03
990-05-9990-2035	LIFE INS-WITHHLD	2,911.42
990-05-9990-2037	CHILD SUPPORT	429.21
990-05-9990-2038	UNION DUES	4,162.50
990-05-9990-2043	DEFERRED COMP	16,762.08
990-05-9990-2047	long term disabl	3,145.38
Grand Total:		475,252.51

Project Account Summary

Project Account Key	Payment Amount
None	475,252.51
Grand Total:	475,252.51

PAYROLL CHECK REGISTER

Biweekly PE 03/12/2023 – CK 03/23/23 - \$399,598.20

Biweekly PE 03/26/2023 - CK 04/06/23 - \$386,466.65

Mayor/Council PE 04/30/2023 – CK 04/06/2023 - \$2131.54

Annual Leave Sell Back PE 04/01/2023 – CK 04/06/203 - \$9,961.12

PT Fire PE 03/31/2023 – CK 04/14/2023 - \$28,140.30



City Council Action Request

9A

Meeting Date 4/19/2023

Department Administration

Agenda Category Public Hearings

Title None (Holcim Annexation - Petition Withdrawn)

Staff

Recommendation

Budget Implication N/A

Attachments



City Council Action Request

11A

Meeting Date	4/19/2023	
Department	Finance	
Agenda Category	Regular Agenda	
Title	Sale of \$7,815,000 General Obligation Improvement and Tax Abatement Bond	
Staff Recommendation	Adopt Resolution 2023-058 providing for the issuance and sale of \$7,815,000 General Obligation Improvement and Tax Abatement Bond	
Budget Implication	N/A	
Attachments	Memo Bond Sale.TIF	758.42KB
	Resolution Bond Sale.TIF	20.29MB



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

From: Brenda Malinowski, Finance Director

Date: April 19, 2023

Subject: Results of Sale of the \$7,815,000 General Obligation Improvement and Tax Abatement Bonds, Series 2023A

Introduction

Ehlers, the City's Financial Advising firm accepted bids on the City's behalf at 10:00 AM Central time today. The bids have been tabulated and will be shared with the City Council at the meeting tonight. The Sale Day Report is attached and the S&P Ratings Report.

Discussion

The City received six (6) bids with the low bid by Piper Sandler & Co. at a True Interest Rate of 3.58%. This is 0.51% less than the estimated rate shown in the Pre-Sale Report from March 15th.

Due to the decrease in the interest rate, the bond issuance size (par amount) was reduced from \$8,170,000 to \$7,815,000.

Stacie Kvilvang and Shelly Eldridge from Ehlers will be at the meeting tonight to discuss our ratings increase to AAA and to review the information regarding sale.

Action

Adopt the resolution providing for the issuance and sale of the \$7,815,000 General Obligation Improvement and Tax Abatement Bonds, Series 2023A.

EXTRACT OF MINUTES OF A MEETING
OF THE CITY COUNCIL OF THE
CITY OF COTTAGE GROVE, MINNESOTA

HELD: APRIL 19, 2023

Pursuant to due call, a regular or special meeting of the City Council of the City of Cottage Grove, Washington County, Minnesota, was duly held at the City Hall on April 19, 2023, at 7:00 P.M., for the purpose, in part, of authorizing the issuance and awarding the sale of \$7,815,000 General Obligation Improvement and Tax Abatement Bonds, Series 2023A.

The following members were present: _____

and the following were absent: _____

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. 2023-058

RESOLUTION ACCEPTING PROPOSAL ON THE SALE OF \$7,815,000 GENERAL
OBLIGATION IMPROVEMENT AND TAX ABATEMENT BONDS, SERIES 2023A,
PROVIDING FOR THEIR ISSUANCE AND PLEDGING FOR THE SECURITY
THEREOF SPECIAL ASSESSMENTS AND ABATEMENTS AND LEVYING A TAX
FOR THE PAYMENT THEREOF

A. WHEREAS, the City Council of the City of Cottage Grove, Minnesota (the "City") has heretofore determined and declared that it is necessary and expedient to issue \$7,815,000 General Obligation Improvement and Tax Abatement Bonds, Series 2023A (the "Bonds" or individually a "Bond"), pursuant to Minnesota Statutes, Chapter 475 and 429 and Sections 469.1812 through 469.1815, particularly Section 469.1814, to finance the construction of various public improvements within the City (the "Improvements"), in the amount of \$2,935,000 (the "Improvement Portion of the Bonds") and to finance the construction of a park building at Glacial Valley Park (the "Abatement Project") in the amount of \$4,880,000 (the "Abatement Portion of the Bonds"); and

B. WHEREAS, the Improvements and all their components have been ordered prior to the date hereof, after a hearing thereon for which notice was given describing the Improvements or all their components by general nature, estimated cost, and area to be assessed; and

C. WHEREAS, on March 15, 2023, following duly published notice thereof, the Council held a public hearing on the proposed abatement to finance the Abatement Project and all persons who wished to speak or provide written information relative to the public hearing were afforded an opportunity to do so; and

D. WHEREAS, the City has heretofore established a tax abatement program (the "Program"), pursuant to the provisions of Minnesota Statutes, Sections 469.1812 through 469.1815, with respect to providing for the abatement of property taxes for a period of twenty

(20) years on various properties in the City, as described in the Resolution adopted by the City Council on this date, approving the Program (the "Abatement Resolution"); and

E. WHEREAS, the amount of the property taxes abated are estimated to be at least equal to the principal on the Abatement Portion of the Bonds and pursuant to the provisions of the Abatement Resolution, Bond proceeds are to be expended to provide money to pay for the Abatement Project; and

F. WHEREAS, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent municipal advisor for the sale of the Bonds and was therefore authorized to sell the Bonds by private negotiation in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9) and proposals to purchase the Bonds have been solicited by Ehlers; and

G. WHEREAS, the proposals set forth on Exhibit A attached hereto were received by the Clerk, or designee, at the offices of Ehlers at 10:30 A.M., this same day pursuant to the Preliminary Official Statement dated April 6, 2023, established for the Bonds; and

H. WHEREAS, it is in the best interests of the City that the Bonds be issued in book-entry form as hereinafter provided; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cottage Grove, Minnesota, as follows:

1. Acceptance of Proposal. The proposal of Piper Sandler & Co. (the "Purchaser"), to purchase the Bonds in accordance with the Preliminary Official Statement, at the rates of interest hereinafter set forth, and to pay therefor the sum of \$8,060,150.36, plus interest accrued to settlement, is hereby found, determined and declared to be the most favorable proposal received and is hereby accepted, and the Bonds are hereby awarded to the Purchaser. The Finance Director is directed to retain the deposit of the purchaser.

2. Bond Terms.

(a) Original Issue Date; Denominations; Maturities; Term Bond Option. The Bonds shall be dated May 9, 2023, as the date of original issue and shall be issued forthwith on or after such date in fully registered form, shall be numbered from R-1 upward in the denomination of \$5,000 each or in any integral multiple thereof of a single maturity (the "Authorized Denominations") and shall mature on February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2025	\$335,000	2035	\$450,000
2026	345,000	2036	465,000
2027	355,000	2037	480,000
2028	365,000	2038	490,000
2029	375,000	2039	505,000
2030	385,000	2040	295,000
2031	400,000	2041	305,000

2032	410,000	2042	315,000
2033	425,000	2043	330,000
2034	440,000	2044	345,000

As may be requested by the Purchaser, one or more term Bonds may be issued having mandatory sinking fund redemption and final maturity amounts conforming to the foregoing principal repayment schedule, and corresponding additions may be made to the provisions of the applicable Bond(s).

(b) Allocation. The Improvement Portion of the Bonds, being the aggregate principal amount of \$2,935,000, maturing in each of the years and amounts hereinafter set forth, is issued to finance the Improvements. The Abatement Portion of the Bonds, being the aggregate principal amount of \$4,880,000, maturing in each of the years and amounts hereinafter set forth, is issued to finance the Abatement Project.

<u>Year</u>	<u>Improvement Portion</u>	<u>Abatement Portion</u>	<u>Total</u>
2025	\$170,000	\$165,000	\$335,000
2026	175,000	170,000	345,000
2027	175,000	180,000	355,000
2028	180,000	185,000	365,000
2029	185,000	190,000	375,000
2030	185,000	200,000	385,000
2031	190,000	210,000	400,000
2032	195,000	215,000	410,000
2033	200,000	225,000	425,000
2034	205,000	235,000	440,000
2035	205,000	245,000	450,000
2036	210,000	255,000	465,000
2037	215,000	265,000	480,000
2038	220,000	270,000	490,000
2039	225,000	280,000	505,000
2040	-	295,000	295,000
2041	-	305,000	305,000
2042	-	315,000	315,000
2043	-	330,000	330,000
2044	-	345,000	345,000

If Bonds are prepaid, the prepayments shall be allocated to the portions of debt service (and hence allocated to the payment of Bonds treated as relating to a particular portion of debt service) as provided in this paragraph. If the source of prepayment moneys is the general fund of the City, or other generally available source, the prepayment may be allocated to any of the portions of debt service in such amounts as the City shall determine. If the source of a prepayment is special assessments pledged to and taxes levied for the Improvements, the prepayment shall be allocated to the Improvement Portion of debt service. If the source of a

prepayment is taxes abated for the Abatement Project, the prepayment shall be allocated to the Abatement Portion of debt service.

(c) Book Entry Only System. The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York or any of its successors or its successors to its functions hereunder (the "Depository") will act as securities depository for the Bonds, and to this end:

- (i) The Bonds shall be initially issued and, so long as they remain in book entry form only (the "Book Entry Only Period"), shall at all times be in the form of a separate single fully registered Bond for each maturity of the Bonds; and for purposes of complying with this requirement under paragraphs 5 and 10 Authorized Denominations for any Bond shall be deemed to be limited during the Book Entry Only Period to the outstanding principal amount of that Bond.
- (ii) Upon initial issuance, ownership of the Bonds shall be registered in a bond register maintained by the Bond Registrar (as hereinafter defined) in the name of CEDE & CO., as the nominee (it or any nominee of the existing or a successor Depository, the "Nominee").
- (iii) With respect to the Bonds neither the City nor the Bond Registrar shall have any responsibility or obligation to any broker, dealer, bank, or any other financial institution for which the Depository holds Bonds as securities depository ("Participant") or the person for which a Participant holds an interest in the Bonds shown on the books and records of the Participant (the "Beneficial Owner"). Without limiting the immediately preceding sentence, neither the City, nor the Bond Registrar, shall have any such responsibility or obligation with respect to (A) the accuracy of the records of the Depository, the Nominee or any Participant with respect to any ownership interest in the Bonds, or (B) the delivery to any Participant, any Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or (C) the payment to any Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the principal of or premium, if any, or interest on the Bonds, or (D) the consent given or other action taken by the Depository as the Registered Holder of any Bonds (the "Holder"). For purposes of securing the vote or consent of any Holder under this Resolution, the City may, however, rely upon an omnibus proxy under which the Depository assigns its consenting or voting rights to certain Participants to whose accounts the Bonds are credited on the record date identified in a listing attached to the omnibus proxy.
- (iv) The City and the Bond Registrar may treat as and deem the Depository to be the absolute owner of the Bonds for the purpose of payment of the principal of and premium, if any, and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to the Bonds, for the purpose of obtaining any consent or other action to be taken by Holders for the purpose of registering transfers with respect to such Bonds, and for all purpose whatsoever.

The Bond Registrar, as paying agent hereunder, shall pay all principal of and premium, if any, and interest on the Bonds only to the Holder or the Holders of the Bonds as shown on the bond register, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal of and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid.

- (v) Upon delivery by the Depository to the Bond Registrar of written notice to the effect that the Depository has determined to substitute a new Nominee in place of the existing Nominee, and subject to the transfer provisions in paragraph 10, references to the Nominee hereunder shall refer to such new Nominee.
- (vi) So long as any Bond is registered in the name of a Nominee, all payments with respect to the principal of and premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, by the Bond Registrar or City, as the case may be, to the Depository as provided in the Letter of Representations to the Depository required by the Depository as a condition to its acting as book-entry Depository for the Bonds (said Letter of Representations, together with any replacement thereof or amendment or substitute thereto, including any standard procedures or policies referenced therein or applicable thereto respecting the procedures and other matters relating to the Depository's role as book-entry Depository for the Bonds, collectively hereinafter referred to as the "Letter of Representations").
- (vii) All transfers of beneficial ownership interests in each Bond issued in book-entry form shall be limited in principal amount to Authorized Denominations and shall be effected by procedures by the Depository with the Participants for recording and transferring the ownership of beneficial interests in such Bonds.
- (viii) In connection with any notice or other communication to be provided to the Holders pursuant to this Resolution by the City or Bond Registrar with respect to any consent or other action to be taken by Holders, the Depository shall consider the date of receipt of notice requesting such consent or other action as the record date for such consent or other action; provided, that the City or the Bond Registrar may establish a special record date for such consent or other action. The City or the Bond Registrar shall, to the extent possible, give the Depository notice of such special record date not less than fifteen calendar days in advance of such special record date to the extent possible.
- (ix) Any successor Bond Registrar in its written acceptance of its duties under this Resolution and any paying agency/bond registrar agreement, shall agree to take any actions necessary from time to time to comply with the requirements of the Letter of Representations.

(d) Termination of Book-Entry Only System. Discontinuance of a particular Depository's services and termination of the book-entry only system may be effected as follows:

- (i) The Depository may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice to the City and discharging its responsibilities with respect thereto under applicable law. The City may terminate the services of the Depository with respect to the Bond if it determines that the Depository is no longer able to carry out its functions as securities depository or the continuation of the system of book-entry transfers through the Depository is not in the best interests of the City or the Beneficial Owners.
- (ii) Upon termination of the services of the Depository as provided in the preceding paragraph, and if no substitute securities depository is willing to undertake the functions of the Depository hereunder can be found which, in the opinion of the City, is willing and able to assume such functions upon reasonable or customary terms, or if the City determines that it is in the best interests of the City or the Beneficial Owners of the Bond that the Beneficial Owners be able to obtain certificates for the Bonds, the Bonds shall no longer be registered as being registered in the bond register in the name of the Nominee, but may be registered in whatever name or names the Holder of the Bonds shall designate at that time, in accordance with paragraph 10. To the extent that the Beneficial Owners are designated as the transferee by the Holders, in accordance with paragraph 10, the Bonds will be delivered to the Beneficial Owners.
- (iii) Nothing in this subparagraph (d) shall limit or restrict the provisions of paragraph 10.
- (e) Letter of Representations. The provisions in the Letter of Representations are incorporated herein by reference and made a part of the resolution, and if and to the extent any such provisions are inconsistent with the other provisions of this resolution, the provisions in the Letter of Representations shall control.

3. Purpose. The Improvement Portion of the Bonds shall provide funds to finance the construction of the Improvements. The Abatement Portion of the Bonds shall provide funds to finance construction of the Abatement Project. Pursuant to the Abatement Resolution, the City's share of real estate taxes generated as a result of the Abatement Project and the Program (the "Tax Abatements") have been pledged to the payment of principal on the Abatement Portion of the Bonds. The principal amount of the Abatement Portion of the Bonds does not exceed the estimated amount of Tax Abatements, which is \$5,075,000. The Improvements and Abatement Project are herein referred to together as the Project. Proceeds of the Abatement Portion of the Bonds shall be expended on costs or uses permitted by Minnesota Statutes, Sections 469.1812 through 469.1815, and shall not be expended on any costs or devoted to any other uses. The total cost of the Project, which shall include all costs enumerated in Minnesota Statutes, Section 475.65, is estimated to be at least equal to the amount of the Bonds. The City covenants that it shall do all things and perform all acts required of it to assure that work on the Project proceeds with due diligence to completion and that any and all permits and studies required under law for the Project are obtained.

4. Interest. The Bonds shall bear interest payable semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing February 1, 2024,

calculated on the basis of a 360-day year of twelve 30-day months, at the respective rates per annum set forth opposite the maturity years as follows:

<u>Maturity Year</u>	<u>Interest Rate</u>	<u>Maturity Year</u>	<u>Interest Rate</u>
2025	4.00%	2035	4.00%
2026	4.00	2036	4.00
2027	4.00	2037	3.60
2028	4.00	2038	3.65
2029	4.00	2039	4.00
2030	4.00	2040	4.00
2031	4.00	2041	4.00
2032	4.00	2042	4.00
2033	4.00	2043	4.00
2034	4.00	2044	4.00

5. Redemption. All Bonds maturing on February 1, 2031 and thereafter, shall be subject to redemption and prepayment at the option of the City on February 1, 2030, and on any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities and the principal amounts within each maturity to be redeemed shall be determined by the City; and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar. Bonds or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue from and after the redemption date. Mailed notice of redemption shall be given to the paying agent and to each affected registered holder of the Bonds not more than sixty (60) days and not fewer than thirty (30) days prior to the date fixed for redemption.

To effect a partial redemption of Bonds having a common maturity date, the Bond Registrar prior to giving notice of redemption shall assign to each Bond having a common maturity date a distinctive number for each \$5,000 of the principal amount of such Bond. The Bond Registrar shall then select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers so assigned to such Bonds, as many numbers as, at \$5,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of each such Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected. If a Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the City or Bond Registrar so requires, a written instrument of transfer in form satisfactory to the City and Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the City shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of the Bond, without service charge, a new Bond or Bonds having the same stated maturity and interest rate and of any Authorized Denomination or Denominations, as requested by the Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

6. Bond Registrar. Bond Trust Services Corporation, in Roseville, Minnesota, is appointed to act as bond registrar and transfer agent with respect to the Bonds (the "Bond Registrar"), and shall do so unless and until a successor Bond Registrar is duly appointed, all pursuant to any contract the City and Bond Registrar shall execute which is consistent herewith. The Bond Registrar shall also serve as paying agent unless and until a successor paying agent is duly appointed. Principal and interest on the Bonds shall be paid to the registered holders (or record holders) of the Bonds in the manner set forth in the form of Bond and paragraph 12.

7. Form of Bond. The Bonds, together with the Bond Registrar's Certificate of Authentication, the form of Assignment and the registration information thereon, shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MINNESOTA
WASHINGTON COUNTY
CITY OF COTTAGE GROVE

R-_____ \$ _____

GENERAL OBLIGATION IMPROVEMENT AND TAX ABATEMENT BOND, SERIES
2023A

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
%	February 1,	May 9, 2023	221651

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: DOLLARS

THE CITY OF COTTAGE GROVE, WASHINGTON COUNTY, MINNESOTA (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above, or registered assigns, unless called for earlier redemption, in the manner hereinafter set forth, the principal amount specified above, on the maturity date specified above, and to pay interest thereon semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing February 1, 2024, at the rate per annum specified above (calculated on the basis of a 360-day year of twelve 30-day months) until the principal sum is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or, if no interest has been paid, from the date of original issue hereof. The principal of and premium, if any, on this Bond are payable upon presentation and surrender hereof at the principal office of Bond Trust Services Corporation, in Roseville, Minnesota (the "Bond Registrar"), acting as paying agent, or any successor paying agent duly appointed by the Issuer, acting as paying agent, or any successor paying agent duly appointed by the Issuer. Interest on this Bond will be paid on each Interest Payment Date by check or draft mailed to the person in whose name this Bond is registered (the "Holder" or "Bondholder") on the registration books of the Issuer maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month

next preceding such Interest Payment Date (the "Regular Record Date"). Any interest not so timely paid shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is the Holder hereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given to Bondholders not less than ten days prior to the Special Record Date. The principal of and premium, if any, and interest on this Bond are payable in lawful money of the United States of America. So long as this Bond is registered in the name of the Depository or its Nominee as provided in the Resolution hereinafter described, and as those terms are defined therein, payment of principal of, premium, if any, and interest on this Bond and notice with respect thereto shall be made as provided in the Letter of Representations, as defined in the Resolution, and surrender of this Bond shall not be required for payment of the redemption price upon a partial redemption of this Bond. Until termination of the book-entry only system pursuant to the Resolution, Bonds may only be registered in the name of the Depository or its Nominee.

Optional Redemption. All Bonds of this issue (the "Bonds") maturing on February 1, 2031, and thereafter, are subject to redemption and prepayment at the option of the Issuer on February 1, 2030, and on any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities and the principal amounts within each maturity to be redeemed shall be determined by the Issuer; and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar. Bonds or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue from and after the redemption date. Mailed notice of redemption shall be given to the paying agent and to each affected registered holder of the Bonds not more than sixty (60) days and not fewer than thirty (30) days prior to the date fixed for redemption.

Prior to the date on which any Bond or Bonds are directed by the Issuer to be redeemed in advance of maturity, the Issuer will cause notice of the call thereof for redemption identifying the Bonds to be redeemed to be mailed to the Bond Registrar and all Bondholders, at the addresses shown on the Bond Register. All Bonds so called for redemption will cease to bear interest on the specified redemption date, provided funds for their redemption have been duly deposited.

Selection of Bonds for Redemption; Partial Redemption. To effect a partial redemption of Bonds having a common maturity date, the Bond Registrar shall assign to each Bond having a common maturity date a distinctive number for each \$5,000 of the principal amount of such Bond. The Bond Registrar shall then select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers assigned to the Bonds, as many numbers as, at \$5,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of such Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected. If a Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the Issuer or Bond Registrar so requires, a written instrument of transfer in form satisfactory to the Issuer and Bond Registrar duly executed by the Holder thereof or the Holder's

attorney duly authorized in writing) and the Issuer shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of the Bond, without service charge, a new Bond or Bonds having the same stated maturity and interest rate and of any Authorized Denomination or Denominations, as requested by the Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

Issuance; Purpose; General Obligation. This Bond is one of an issue in the total principal amount of \$7,815,000, all of like date of original issue and tenor, except as to number, maturity, interest rate, denomination and redemption privilege, issued pursuant to and in full conformity with the Constitution and laws of the State of Minnesota and pursuant to a resolution adopted by the City Council on April 19, 2023 (the "Resolution"), for the purpose of providing money to finance various improvement projects and the construction of a park building within the jurisdiction of the Issuer. This Bond is payable out of the General Obligation Improvement and Tax Abatement Bonds, Series 2023A Fund of the Issuer. This Bond constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of its principal, premium, if any, and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

Denominations; Exchange; Resolution. The Bonds are issuable solely in fully registered form in Authorized Denominations (as defined in the Resolution) and are exchangeable for fully registered Bonds of other Authorized Denominations in equal aggregate principal amounts at the principal office of the Bond Registrar, but only in the manner and subject to the limitations provided in the Resolution. Reference is hereby made to the Resolution for a description of the rights and duties of the Bond Registrar. Copies of the Resolution are on file in the principal office of the Bond Registrar.

Transfer. This Bond is transferable by the Holder in person or the Holder's attorney duly authorized in writing at the principal office of the Bond Registrar upon presentation and surrender hereof to the Bond Registrar, all subject to the terms and conditions provided in the Resolution and to reasonable regulations of the Issuer contained in any agreement with the Bond Registrar. Thereupon the Issuer shall execute and the Bond Registrar shall authenticate and deliver, in exchange for this Bond, one or more new fully registered Bonds in the name of the transferee (but not registered in blank or to "bearer" or similar designation), of an Authorized Denomination or Denominations, in aggregate principal amount equal to the principal amount of this Bond, of the same maturity and bearing interest at the same rate.

Fees upon Transfer or Loss. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of this Bond and any legal or unusual costs regarding transfers and lost Bonds.

Treatment of Registered Owners. The Issuer and Bond Registrar may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except as otherwise provided herein with respect to the Record Date) and for all other purposes, whether or not this Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security unless the Certificate of Authentication hereon shall have been executed by the Bond Registrar.

Qualified Tax-Exempt Obligation. This Bond has been designated by the Issuer as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed, precedent to and in the issuance of this Bond, have been done, have happened and have been performed, in regular and due form, time and manner as required by law; and that this Bond, together with all other debts of the Issuer outstanding on the date of original issue hereof and the date of its issuance and delivery to the original purchaser, does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Cottage Grove, Washington County, Minnesota, by its City Council has caused this Bond to be executed on its behalf by the facsimile signatures of its Mayor and its Administrator, the corporate seal of the Issuer having been intentionally omitted as permitted by law.

Date of Registration:

Registrable by: BOND TRUST SERVICES
CORPORATION

BOND REGISTRAR'S
CERTIFICATE OF
AUTHENTICATION

Payable at: BOND TRUST SERVICES
CORPORATION

CITY OF COTTAGE GROVE,
WASHINGTON COUNTY, MINNESOTA

This Bond is one of the Bonds
described in the Resolution
mentioned within.

BOND TRUST SERVICES
CORPORATION
Roseville, Minnesota,
Bond Registrar

/s/ Facsimile _____
Mayor

By: _____
Authorized Signature

/s/ Facsimile _____
Clerk

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with right of survivorship and not as tenants in common

UTMA - _____ as custodian for _____

(Cust) (Minor)
under the _____ Uniform

(State)

Transfers to Minors Act

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the Bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

Signature(s) must be guaranteed by a national bank or trust company or by a brokerage firm having a membership in one of the major stock exchanges or any other "Eligible Guarantor Institution" as defined in 17 CFR 240.17 Ad-15(a)(2).

The Bond Registrar will not effect transfer of this Bond unless the information concerning the transferee requested below is provided.

Name and Address: _____

(Include information for all joint owners if the Bond is held by joint account.)

8. Execution. The Bonds shall be in typewritten form, shall be executed on behalf of the City by the signatures of its Mayor and Clerk and be sealed with the seal of the City; provided, as permitted by law, both signatures may be photocopied facsimiles and the corporate seal has been omitted. In the event of disability or resignation or other absence of either officer, the Bonds may be signed by the manual or facsimile signature of the officer who may act on behalf of the absent or disabled officer. In case either officer whose signature or facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of the Bonds, the signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery.

9. Authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this resolution unless a Certificate of Authentication on the Bond, substantially in the form hereinabove set forth, shall have been duly executed by an authorized representative of the Bond Registrar. Certificates of Authentication on different Bonds need not be signed by the same person. The Bond Registrar shall authenticate the signatures of officers of the City on each Bond by execution of the Certificate of Authentication on the Bond and by inserting as the date of registration in the space provided the date on which the Bond is authenticated, except that for purposes of delivering the original Bonds to the Purchaser, the Bond Registrar shall insert as a date of registration the date of original issue of May 9, 2023. The Certificate of Authentication so executed on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution.

10. Registration; Transfer; Exchange. The City will cause to be kept at the principal office of the Bond Registrar a bond register in which, subject to such reasonable regulations as the Bond Registrar may prescribe, the Bond Registrar shall provide for the registration of Bonds and the registration of transfers of Bonds entitled to be registered or transferred as herein provided.

Upon surrender for transfer of any Bond at the principal office of the Bond Registrar, the City shall execute (if necessary), and the Bond Registrar shall authenticate, insert the date of registration (as provided in paragraph 9) of, and deliver, in the name of the designated transferee or transferees, one or more new Bonds of any Authorized Denomination or Denominations of a like aggregate principal amount, having the same stated maturity and interest rate, as requested by the transferor; provided, however, that no Bond may be registered in blank or in the name of "bearer" or similar designation.

At the option of the Holder, Bonds may be exchanged for Bonds of any Authorized Denomination or Denominations of a like aggregate principal amount and stated maturity, upon surrender of the Bonds to be exchanged at the principal office of the Bond Registrar. Whenever any Bonds are so surrendered for exchange, the City shall execute (if necessary), and the Bond Registrar shall authenticate, insert the date of registration of, and deliver the Bonds which the Holder making the exchange is entitled to receive.

All Bonds surrendered upon any exchange or transfer provided for in this resolution shall be promptly canceled by the Bond Registrar and thereafter disposed of as directed by the City.

All Bonds delivered in exchange for or upon transfer of Bonds shall be valid general obligations of the City evidencing the same debt, and entitled to the same benefits under this resolution, as the Bonds surrendered for such exchange or transfer.

Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the Bond Registrar, duly executed by the Holder thereof or the Holder's attorney duly authorized in writing.

The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of any Bond and any legal or unusual costs regarding transfers and lost Bonds.

Transfers shall also be subject to reasonable regulations of the City contained in any agreement with the Bond Registrar, including regulations which permit the Bond Registrar to close its transfer books between record dates and payment dates. The Finance Director is hereby authorized to negotiate and execute the terms of said agreement.

11. Rights Upon Transfer or Exchange. Each Bond delivered upon transfer of or in exchange for or in lieu of any other Bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond.

12. Interest Payment; Record Date. Interest on any Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond is registered (the "Holder") on the registration books of the City maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any such interest not so timely paid shall cease to be payable to the person who is the Holder thereof as of the Regular Record Date, and shall be payable to the person who is the Holder thereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten days prior to the Special Record Date.

13. Treatment of Registered Owner. The City and Bond Registrar may treat the person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of principal of and premium, if any, and interest (subject to the payment provisions in paragraph 12) on, such Bond and for all other purposes whatsoever whether or not such Bond shall be overdue, and neither the City nor the Bond Registrar shall be affected by notice to the contrary.

14. Delivery; Application of Proceeds. The Bonds when so prepared and executed shall be delivered by the Finance Director to the Purchaser upon receipt of the purchase price, and the Purchaser shall not be obliged to see to the proper application thereof.

15. Fund and Accounts. There is hereby established a special fund to be designated "General Obligation Improvement and Tax Abatement Bonds, Series 2023A Fund" (the "Fund") to be administered and maintained by the Finance Director as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The Fund

shall be maintained in the manner herein specified until all of the Bonds and the interest thereon have been fully paid. There shall be maintained in the Fund two (2) separate accounts, to be designated the "Construction Account" and "Debt Service Account", respectively.

(a) Construction Account. To the Construction Account there shall be credited the proceeds of the sale of the Bonds, less capitalized interest, plus any special assessments levied with respect to the Improvements and collected prior to completion of the Improvements and payment of the costs thereof. From the Construction Account there shall be paid all costs and expenses of making the Project, including the cost of any construction contracts heretofore let and all other costs incurred and to be incurred of the kind authorized in Minnesota Statutes, Section 475.65. Moneys in the Construction Account shall be used for no other purpose except as otherwise provided by law; provided that the proceeds of the Bonds may also be used to the extent necessary to pay interest on the Bonds due prior to the anticipated date of commencement of the collection of Tax Abatements, taxes or special assessments herein levied or covenanted to be levied; and provided further that if upon completion of the Project there shall remain any unexpended balance in the Construction Account attributable to the Improvement Portion of the Bonds, the balance (other than any special assessments) shall be transferred by the Council to the Debt Service Account or the fund of any other improvement instituted pursuant to Minnesota Statutes, Chapter 429, and provided further that any special assessments credited to the Construction Account shall only be applied towards payment of the costs of the Improvements upon adoption of a resolution by the City Council determining that the application of the special assessments for such purpose will not cause the City to no longer be in compliance with Minnesota Statutes, Section 475.61, Subdivision 1.

(b) Debt Service Account. There shall be maintained two separate subaccounts in the Debt Service Account to be designated the "Improvements Debt Service Subaccount", and the "Abatement Debt Service Subaccount". There are hereby irrevocably appropriated and pledged to, and there shall be credited to the separate subaccounts of the Debt Service Account:

- (i) Improvements Debt Service Subaccount. To the Improvements Debt Service Subaccount there shall be credited: (A) all collections of special assessments herein covenanted to be levied with respect to the Improvements and either initially credited to the Construction Account and not already spent as permitted above and required to pay any principal and interest due on the Bonds or collected subsequent to the completion of the Improvements and payment of the costs thereof; (B) capitalized interest in the amount of \$84,254.83 (together with interest earnings thereon and subject to such other adjustments as are appropriate) to provide sufficient funds to pay interest due on the Bonds on or before February 1, 2024; (C) any collections of all taxes which herein or hereafter levied for the payment of the principal and interest on the Improvement Portion of the Bonds; (D) a pro rata share of all funds remaining in the Construction Account after completion of the Project and payment of the costs thereof; (E) all investment earnings on funds held in the Improvements Debt Service Subaccount; and (F) any and all other moneys which are properly available and are appropriated by the governing body of the City to the Improvements Debt Service Subaccount. The Improvements Debt Service Subaccount shall be used solely to pay the principal and interest and any premium for redemption of the Improvement

Portion of the Bonds and any other general obligation bonds of the City hereafter issued by the City and made payable from said subaccount as provided by law.

- (ii) Abatement Debt Service Subaccount. To the Abatement Debt Service Subaccount there shall be credited: (A) Tax Abatements in an amount sufficient to pay the annual principal payments on the Bonds; (B) capitalized interest in the amount of \$140,603.03 (together with interest earnings thereon and subject to such other adjustments as are appropriate) to provide sufficient funds to pay interest due on the Bonds on or before February 1, 2024; (C) any taxes herein and hereafter levied for the payment of the interest on the Abatement Portion of the Bonds; (D) a pro rata share of all funds remaining in the Construction Account after completion of the Project and payment of the costs thereof; (E) a pro rata share of all funds paid for the Bonds in excess of the minimum bid; (F) all investment earnings on funds held in the Abatement Debt Service Subaccount; and (G) any and all other moneys which are properly available and are appropriated by the governing body of the City to the Abatement Debt Service Subaccount. The Abatement Debt Service Subaccount shall be used solely to pay the principal and interest and any premiums for redemption of the Abatement Portion of the Bonds.

No portion of the proceeds of the Bonds shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (1) for a reasonable temporary period until such proceeds are needed for the purpose for which the Bonds were issued and (2) in addition to the above in an amount not greater than the lesser of five percent of the proceeds of the Bonds or \$100,000. To this effect, any proceeds of the Bonds and any sums from time to time held in the Construction Account or Debt Service Account (or any other City account which will be used to pay principal or interest to become due on the bonds payable therefrom) in excess of amounts which under then applicable federal arbitrage regulations may be invested without regard to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by said arbitrage regulations on such investments after taking into account any applicable "temporary periods" or "minor portion" made available under the federal arbitrage regulations. Money in the Fund shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code").

16. Covenants Relating to the Improvement Portion of the Bonds.

(a) Special Assessments. It is hereby determined that no less than twenty percent of the cost to the City of each Improvement financed hereunder within the meaning of Minnesota Statutes, Section 475.58, Subdivision 1(3), shall be paid by special assessments to be levied against every assessable lot, piece and parcel of land benefited by any of the Improvements. The City hereby covenants and agrees that it will let all construction contracts not heretofore let within one year after ordering each Improvement financed hereunder unless the resolution ordering the Improvement specifies a different time limit for the letting of construction contracts. The City hereby further covenants and agrees that it will do and perform as soon as they may be

done all acts and things necessary for the final and valid levy of such special assessments, and in the event that any such assessment be at any time held invalid with respect to any lot, piece or parcel of land due to any error, defect, or irregularity in any action or proceedings taken or to be taken by the City or the City Council or any of the City officers or employees, either in the making of the assessments or in the performance of any condition precedent thereto, the City and the City Council will forthwith do all further acts and take all further proceedings as may be required by law to make the assessments a valid and binding lien upon such property. It is hereby determined that the assessments shall be payable in equal, consecutive, annual installments, with general taxes for the years shown below and with interest on the declining balance of all such assessments at a rate per annum not greater than the maximum permitted by law and not less than the rates per annum shown opposite their collection years specified below:

<u>Improvement Designations</u>	<u>Levy Years</u>	<u>Collection Years</u>	<u>Rate</u>	<u>Amount</u>
Street & Utility Improvements	2023-2037	2024-2038	4.90%	\$1,168,999

At the time the assessments are in fact levied the City Council shall, based on the then-current estimated collections of the assessments, make any adjustments in any ad valorem taxes required to be levied in order to assure that the City continues to be in compliance with Minnesota Statutes, Section 475.61, Subdivision 1.

(b) Tax Levy; Coverage Test. To provide moneys for payment of the principal and interest on the Improvement Portion of the Bonds there is hereby levied upon all of the taxable property in the City a direct annual ad valorem tax which shall be spread upon the tax rolls and collected with and as part of other general property taxes in the City for the years and in the amounts as follows:

<u>Year of Tax Levy</u>	<u>Year of Tax Collection</u>	<u>Amount</u>
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See Attached Schedule

The tax levies are such that if collected in full they, together with estimated collections of special assessments and any other revenues herein pledged for the payment of the Improvement Portion of the Bonds, will produce at least five percent in excess of the amount needed to meet when due the principal and interest payments on the Improvement Portion of the Bonds. The tax levies shall be irrevocable so long as any of the Improvement Portion of the Bonds are outstanding and unpaid, provided that the City reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61, Subdivision 3.

17. Covenants Relating to the Abatement Portion of the Bonds.

(a) Tax Abatements; Use of Tax Abatements. The Council has adopted the Abatement Resolution and has thereby approved the Tax Abatements, including the pledge thereof to the payment of principal of the Abatement Portion of the Bonds. As provided in the Abatement Resolution, the estimated total amount of Tax Abatements, if received as estimated for the full maximum term thereof, is \$4,880,000, and therefore the principal amount of the Abatement Portion of the Bonds does not exceed the maximum projected amount of the Tax

Abatements. The Council hereby confirms the Abatement Resolution, which is hereby incorporated as though set forth herein.

(b) Tax Levy; Coverage Test. To provide moneys for payment of interest on the Abatement Portion of the Bonds, there is hereby levied upon all of the taxable property in the City a direct annual ad valorem tax which shall be spread upon the tax rolls and collected with and as part of other general property taxes in the City for the years and in the amounts as follows:

<u>Years of Tax Levy</u>	<u>Years of Tax Collection</u>	<u>Amount</u>
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See Attached Schedule

The tax levies are such that if collected in full they, together with estimated collections of Tax Abatements, will produce at least five percent in excess of the amount needed to meet when due the principal and interest payments on the Abatement Portion of the Bonds. The tax levies shall be irrevocable so long as any of the Abatement Portion of the Bonds are outstanding and unpaid, provided that the City reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61, Subdivision 3.

18. General Obligation Pledge. For the prompt and full payment of the principal and interest on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the City shall be and are hereby irrevocably pledged. If the balance in the Debt Service Account is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency shall be promptly paid out of any other funds of the City which are available for such purpose, and such other funds may be reimbursed with or without interest from the Debt Service Account when a sufficient balance is available therein.

19. Defeasance. When all Bonds have been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this resolution to the registered holders of the Bonds shall, to the extent permitted by law, cease. The City may discharge its obligations with respect to any Bonds which are due on any date by irrevocably depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full; or if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Bond Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The City may also discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms, by depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full, provided that notice of redemption thereof has been duly given. The City may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a suitable banking institution qualified by law as an escrow agent for this purpose, cash or securities described in Minnesota Statutes, Section 475.67, Subdivision 8, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without regard to sale and/or reinvestment, to pay all amounts to become due thereon to maturity or, if notice of redemption as herein required has been duly provided for, to such earlier redemption date.

20. Compliance With Reimbursement Bond Regulations. The provisions of this paragraph are intended to establish and provide for the City's compliance with United States Treasury Regulations Section 1.150-2 (the "Reimbursement Regulations") applicable to the "reimbursement proceeds" of the Bonds, being those portions thereof which will be used by the City to reimburse itself for any expenditure which the City paid or will have paid prior to the Closing Date (a "Reimbursement Expenditure").

The City hereby certifies and/or covenants as follows:

(a) Not later than 60 days after the date of payment of a Reimbursement Expenditure, the City (or person designated to do so on behalf of the City) has made or will have made a written declaration of the City's official intent (a "Declaration") which effectively (i) states the City's reasonable expectation to reimburse itself for the payment of the Reimbursement Expenditure out of the proceeds of a subsequent borrowing; (ii) gives a general and functional description of the property, project or program to which the Declaration relates and for which the Reimbursement Expenditure is paid, or identifies a specific fund or account of the City and the general functional purpose thereof from which the Reimbursement Expenditure was to be paid (collectively the "Project"); and (iii) states the maximum principal amount of debt expected to be issued by the City for the purpose of financing the Project; provided, however, that no such Declaration shall necessarily have been made with respect to: (i) "preliminary expenditures" for the Project, defined in the Reimbursement Regulations to include engineering or architectural, surveying and soil testing expenses and similar prefatory costs, which in the aggregate do not exceed 20% of the "issue price" of the Bonds, and (ii) a *de minimis* amount of Reimbursement Expenditures not in excess of the lesser of \$100,000 or 5% of the proceeds of the Bonds.

(b) Each Reimbursement Expenditure is a capital expenditure or a cost of issuance of the Bonds or any of the other types of expenditures described in Section 1.150-2(d)(3) of the Reimbursement Regulations.

(c) The "reimbursement allocation" described in the Reimbursement Regulations for each Reimbursement Expenditure shall and will be made forthwith following (but not prior to) the issuance of the Bonds, and not later than eighteen (18) months after the later of (i) the date of the payment of the Reimbursement Expenditure, or (ii) the date on which the Project to which the Reimbursement Expenditure relates is first placed in service, but in no event more than three years after the date of payment of the Reimbursement Expenditure.

(d) Each such reimbursement allocation will be made in a writing that evidences the City's use of Bond proceeds to reimburse the Reimbursement Expenditure and, if made within 30 days after the Bonds are issued, shall be treated as made on the day the Bonds are issued.

Provided, however, that the City may take action contrary to any of the foregoing covenants in this paragraph upon receipt of an opinion of its Bond Counsel for the Bonds stating in effect that such action will not impair the tax-exempt status of the Bonds.

21. Certificate of Registration. A certified copy of this resolution is hereby directed to be filed in the office of the County Auditor of Washington County, together with such other information as the County Auditor shall require, and to obtain the County Auditor's Certificate

that the Bonds have been entered in the Bond Register and the tax levies required by law have been made.

22. Continuing Disclosure. The City is the sole obligated person with respect to the Bonds. The City hereby agrees, in accordance with the provisions of Rule 15c2-12 (the "Rule"), promulgated by the Securities and Exchange Commission (the "Commission") pursuant to the Securities Exchange Act of 1934, as amended, and a Continuing Disclosure Undertaking (the "Undertaking") hereinafter described to:

(a) Provide or cause to be provided to the Municipal Securities Rulemaking Board (the "MSRB") by filing at www.emma.msrb.org in accordance with the Rule, certain annual financial information and operating data in accordance with the Undertaking. The City reserves the right to modify from time to time the terms of the Undertaking as provided therein

(b) Provide or cause to be provided to the MSRB notice of the occurrence of certain events with respect to the Bonds in not more than ten (10) business days after the occurrence of the event, in accordance with the Undertaking.

(c) Provide or cause to be provided to the MSRB notice of a failure by the City to provide the annual financial information with respect to the City described in the Undertaking, in not more than ten (10) business days following such occurrence.

(d) The City agrees that its covenants pursuant to the Rule set forth in this paragraph and in the Undertaking is intended to be for the benefit of the Holders of the Bonds and shall be enforceable on behalf of such Holders; provided that the right to enforce the provisions of these covenants shall be limited to a right to obtain specific enforcement of the City's obligations under the covenants

The Mayor and Clerk of the City, or any other officer of the City authorized to act in their place (the "Officers") are hereby authorized and directed to execute on behalf of the City the Undertaking in substantially the form presented to the City Council subject to such modifications thereof or additions thereto as are (i) consistent with the requirements under the Rule, (ii) required by the Purchaser of the Bonds, and (iii) acceptable to the Officers.

23. Records and Certificates. The officers of the City are hereby authorized and directed to prepare and furnish to the Purchaser, and to the attorneys approving the legality of the issuance of the Bonds, certified copies of all proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other affidavits, certificates and information as are required to show the facts relating to the legality and marketability of the Bonds as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the facts recited therein.

24. Negative Covenant as to Use of Bond Proceeds and Project. The City hereby covenants not to use the proceeds of the Bonds or to use the Project, or to cause or permit them to be used, or to enter into any deferred payment arrangements for the cost of the Project, in such a manner as to cause the Bonds to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code.

25. Tax-Exempt Status of the Bonds; Rebate. The City shall comply with requirements necessary under the Code to establish and maintain the exclusion from gross income under Section 103 of the Code of the interest on the Bonds, including without limitation (i) requirements relating to temporary periods for investments, (ii) limitations on amounts invested at a yield greater than the yield on the Bonds, and (iii) the rebate of excess investment earnings to the United States. The City expects to satisfy the twenty-four month exemption for gross proceeds of the Bonds as provided in Section 1.148-7(e) of the Regulations. The Mayor and/or the Clerk, are hereby authorized and directed to make such elections as to arbitrage and rebate matters relating to the Bonds as they deem necessary, appropriate or desirable in connection with the Bonds, and all such elections shall be, and shall be deemed and treated as, elections of the City.

26. Designation of Qualified Tax-Exempt Obligations. In order to qualify the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code, the City hereby makes the following factual statements and representations:

- (a) the Bonds are issued after August 7, 1986;
- (b) the Bonds are not "private activity bonds" as defined in Section 141 of the Code;
- (c) the City hereby designates the Bonds as "qualified tax exempt obligations" for purposes of Section 265(b)(3) of the Code;
- (d) the reasonably anticipated amount of tax exempt obligations (other than private activity bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by the City (and all entities treated as one issuer with the City, and all subordinate entities whose obligations are treated as issued by the City) during this calendar year 2023 will not exceed \$10,000,000;
- (e) not more than \$10,000,000 of obligations issued by the City during this calendar year 2023 have been designated for purposes of Section 265(b)(3) of the Code; and
- (f) the aggregate face amount of the Bonds does not exceed \$10,000,000.

The City shall use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designation made by this paragraph.

27. Official Statement. The Official Statement relating to the Bonds prepared and distributed by Ehlers is hereby approved and the officers of the City are authorized in connection with the delivery of the Bonds to sign such certificates as may be necessary with respect to the completeness and accuracy of the Official Statement.

28. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses to Wells Fargo Bank, San Francisco, California, on the closing date for further distribution as directed by Ehlers.

29. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

30. Headings. Headings in this resolution are included for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof.

The motion for the adoption of the foregoing resolution was duly seconded by member _____ and, after a full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof: _____;

and the following voted against the same: _____.

Whereupon the resolution was declared duly passed and adopted.

STATE OF MINNESOTA
COUNTY OF WASHINGTON
CITY OF COTTAGE GROVE

I, the undersigned, being the duly qualified and acting Clerk of the City of Cottage Grove, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council, duly called and held on the date therein indicated, insofar as such minutes relate to authorizing the issuance and awarding the sale of \$7,815,000 General Obligation Improvement and Tax Abatement Bonds, Series 2023A.

WITNESS my hand on April 19, 2023.

Clerk

EXHIBIT A

PROPOSALS



BID TABULATION

\$8,170,000* General Obligation Improvement and Tax Abatement Bonds, Series 2023A

City of Cottage Grove, Minnesota

SALE: April 19, 2023

AWARD: PIPER SANDLER & CO.

Rating: S&P Global Ratings "AAA"

Tax Exempt - Bank Qualified

NAME OF BIDDER	MATURITY (February 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
PIPER SANDLER & CO.				\$8,427,075.60	\$3,339,692.09	3.5823%
Minneapolis, Minnesota	2025	4.000%	2.700%			
Cantor Fitzgerald	2026	4.000%	2.560%			
	2027	4.000%	2.510%			
	2028	4.000%	2.500%			
	2029	4.000%	2.530%			
	2030	4.000%	2.650%			
	2031	4.000%	2.700%			
	2032	4.000%	2.750%			
	2033	4.000%	2.850%			
	2034	4.000%	2.900%			
	2035	4.000%	3.050%			
	2036	4.000%	3.250%			
	2037	3.600%	3.600%			
	2038	3.650%	3.650%			
	2039 ¹	4.000%	3.700%			
	2040 ¹	4.000%	3.700%			
	2041 ²	4.000%	3.800%			
	2042 ²	4.000%	3.800%			
	2043 ²	4.000%	3.800%			
	2044	4.000%	3.900%			

* Subsequent to bid opening the issue size was decreased to \$7,815,000.
Adjusted Price - \$8,060,150.36 Adjusted Net Interest Cost - \$3,210,337.50 Adjusted TIC - 3.5845%

¹ \$800,000 Term Bond due 2040 with mandatory redemption in 2039.

² \$950,000 Term Bond due 2043 with mandatory redemption in 2041-2042.

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✉ info@ehlers-inc.com

☎ 1 (800) 552-1171

🌐 www.ehlers-inc.com

NAME OF BIDDER	MATURITY (February 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
TD SECURITIES (USA) LLC New York, New York				\$8,550,823.95	\$3,378,016.61	3.6020%
BAIRD Milwaukee, Wisconsin				\$8,401,868.90	\$3,364,898.79	3.6167%
NORTHLAND SECURITIES, INC. Minneapolis, Minnesota				\$8,212,285.15	\$3,320,841.59	3.6189%
FHN FINANCIAL CAPITAL MARKETS Memphis, Tennessee				\$8,385,402.36	\$3,381,365.33	3.6393%
STIFEL, NICOLAUS Birmingham, Alabama				\$8,384,889.75	\$3,381,877.94	3.6400%

Bid Tabulation
City of Cottage Grove, Minnesota
\$8,170,000* General Obligation Improvement and Tax Abatement Bonds, Series 2023A

April 19, 2023

Page 2

SCHEDULES

City of Cottage Grove, Minnesota

\$2,935,000 G.O. Improvement & Tax Abatement Bonds, Series 2023A
Streets

Tax Levy Schedule

Tax Levy Year	Tax Collect Year	Bond Pay Year	Total P+I	CIF	Net New D/S	P & I @105%	Assessments	Net Levy
2022	2023	2024	84,254.83	(84,254.83)	-	-	-	-
2023	2024	2025	285,770.00	-	285,770.00	300,058.50	135,214.19	164,844.31
2024	2025	2026	283,970.00	-	283,970.00	298,168.50	131,395.45	166,773.05
2025	2026	2027	276,970.00	-	276,970.00	290,818.50	127,576.73	163,241.77
2026	2027	2028	274,970.00	-	274,970.00	288,718.50	123,758.01	164,960.49
2027	2028	2029	272,770.00	-	272,770.00	286,408.50	119,939.27	166,469.23
2028	2029	2030	265,370.00	-	265,370.00	278,638.50	116,120.55	162,517.95
2029	2030	2031	262,970.00	-	262,970.00	276,118.50	112,301.81	163,816.69
2030	2031	2032	260,370.00	-	260,370.00	273,388.50	108,483.09	164,905.41
2031	2032	2033	257,570.00	-	257,570.00	270,448.50	104,664.35	165,784.15
2032	2033	2034	254,570.00	-	254,570.00	267,298.50	100,845.63	166,452.87
2033	2034	2035	246,370.00	-	246,370.00	258,688.50	97,026.89	161,661.61
2034	2035	2036	243,170.00	-	243,170.00	255,328.50	93,208.17	162,120.33
2035	2036	2037	239,770.00	-	239,770.00	251,758.50	89,389.43	162,369.07
2036	2037	2038	237,030.00	-	237,030.00	248,881.50	85,570.71	163,310.79
2037	2038	2039	234,000.00	-	234,000.00	245,700.00	81,751.97	163,948.03
Total			\$3,979,894.83	-	\$3,895,640.00	\$4,090,422.00	\$1,627,246.25	\$2,463,175.75

Bond Data

Dated Date	5/09/2023
Call Date	2/01/2030

City of Cottage Grove, Minnesota

\$4,880,000 G.O. Improvement & Tax Abatement Bonds, Series 2023A
Tax Abatement

Tax Levy Schedule

Tax Levy Year	Tax Collect Year	Bond Pay Year	Total P+I	CIF	Net New D/S	P & I @105%	Tax Abatement Revenue	Net Levy
2022	2023	2024	140,603.03	(140,603.03)	-	-	-	-
2023	2024	2025	358,195.00	-	358,195.00	376,104.75	165,000.00	211,104.75
2024	2025	2026	356,595.00	-	356,595.00	374,424.75	170,000.00	204,424.75
2025	2026	2027	359,795.00	-	359,795.00	377,784.75	180,000.00	197,784.75
2026	2027	2028	357,595.00	-	357,595.00	375,474.75	185,000.00	190,474.75
2027	2028	2029	355,195.00	-	355,195.00	372,954.75	190,000.00	182,954.75
2028	2029	2030	357,595.00	-	357,595.00	375,474.75	200,000.00	175,474.75
2029	2030	2031	359,595.00	-	359,595.00	377,574.75	210,000.00	167,574.75
2030	2031	2032	356,195.00	-	356,195.00	374,004.75	215,000.00	159,004.75
2031	2032	2033	357,595.00	-	357,595.00	375,474.75	225,000.00	150,474.75
2032	2033	2034	358,595.00	-	358,595.00	376,524.75	235,000.00	141,524.75
2033	2034	2035	359,195.00	-	359,195.00	377,154.75	245,000.00	132,154.75
2034	2035	2036	359,395.00	-	359,395.00	377,364.75	255,000.00	122,364.75
2035	2036	2037	359,195.00	-	359,195.00	377,154.75	265,000.00	112,154.75
2036	2037	2038	354,655.00	-	354,655.00	372,387.75	270,000.00	102,387.75
2037	2038	2039	354,800.00	-	354,800.00	372,540.00	280,000.00	92,540.00
2038	2039	2040	358,600.00	-	358,600.00	376,530.00	295,000.00	81,530.00
2039	2040	2041	356,800.00	-	356,800.00	374,640.00	305,000.00	69,640.00
2040	2041	2042	354,600.00	-	354,600.00	372,330.00	315,000.00	57,330.00
2041	2042	2043	357,000.00	-	357,000.00	374,850.00	330,000.00	44,850.00
2042	2043	2044	358,800.00	-	358,800.00	376,740.00	345,000.00	31,740.00
Total			\$7,290,593.03	-	\$7,149,990.00	\$7,507,489.50	\$4,880,000.00	\$2,627,489.50

Bond Data

Dated Date	5/09/2023
Call Date	2/01/2030

April 19, 2023

SALE DAY REPORT FOR:

City of Cottage Grove, Minnesota

**\$7,815,000 General Obligation Improvement and Tax
Abatement Bonds, Series 2023A**



Prepared by:

Ehlers
3060 Centre Pointe Drive
Roseville, MN 55113

Stacie Kvilvang,
Senior Municipal Advisor

Keith Dahl,
Municipal Advisor

Jason Aarsvold,
Senior Municipal Advisor

BUILDING COMMUNITIES. IT'S WHAT WE DO.

Competitive Sale Results

PURPOSE:	For the purposes of financing the construction of various public improvements within the City and to finance the construction of a park building at Glacial Valley Park.
RATING:	S&P Global Ratings "AAA"
NUMBER OF BIDS:	6
LOW BIDDER:	Piper Sandler & Co., Minneapolis, Minnesota

COMPARISON FROM LOWEST TO HIGHEST BID: (TIC as bid)

LOW BID:*	3.5823%
HIGH BID:	3.6400%

Summary of Sale Results:	
Principal Amount*:	\$7,815,000
Underwriter's Discount:	\$75,237
Reoffering Premium:	\$320,387
True Interest Cost:	3.5845%
Capitalized Interest:	\$224,858
Costs of Issuance:	\$84,499
Yield:	2.51%-3.90%
Total Net P&I	\$11,045,630

NOTES: * Subsequent to bid opening, the issue size was decreased to \$7,815,000 due to receipt of a premium.

CLOSING DATE: May 9, 2023

CITY COUNCIL ACTION: Adopt a resolution awarding the sale of \$7,815,000 General Obligation Improvement and Tax Abatement Bonds, Series 2023A.

SUPPLEMENTARY ATTACHMENTS

- Bid Tabulation
- Sources and Uses of Funds and Updated Debt Service Schedules
- Rating Report (Distributed to City by S & P via email)
- Bond Resolution (Distributed in City Council Packets)

BID TABULATION

\$8,170,000* General Obligation Improvement and Tax Abatement Bonds, Series 2023A

City of Cottage Grove, Minnesota

SALE: April 19, 2023

AWARD: PIPER SANDLER & CO.

Rating: S&P Global Ratings "AAA"

Tax Exempt - Bank Qualified

NAME OF BIDDER	MATURITY (February 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
PIPER SANDLER & CO.				\$8,427,075.60	\$3,339,692.09	3.5823%
Minneapolis, Minnesota	2025	4.000%	2.700%			
Cantor Fitzgerald	2026	4.000%	2.560%			
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	2030	4.000%	2.650%			
	2031	4.000%	2.700%			
	2032	4.000%	2.750%			
	2033	4.000%	2.850%			
	2034	4.000%	2.900%			
	2035	4.000%	3.050%			
	2036	4.000%	3.250%			
	2037	3.600%	3.600%			
	2038	3.650%	3.650%			
	2039 ¹	4.000%	3.700%			
	2040 ¹	4.000%	3.700%			
	2041 ²	4.000%	3.800%			
	2042 ²	4.000%	3.800%			
	2043 ²	4.000%	3.800%			
	2044	4.000%	3.900%			

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Adjusted Price - \$8,060,150.36 Adjusted Net Interest Cost - \$3,210,337.50 Adjusted TIC - 3.5845%

¹ \$800,000 Term Bond due 2040 with mandatory redemption in 2039.

² \$950,000 Term Bond due 2043 with mandatory redemption in 2041-2042.

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FHN FINANCIAL CAPITAL MARKETS Memphis, Tennessee				\$8,385,402.36	\$3,381,365.33	3.6393%
STIFEL, NICOLAUS Birmingham, Alabama				\$8,384,889.75	\$3,381,877.94	3.6400%

City of Cottage Grove, Minnesota

\$7,815,000 G.O. Improvement & Tax Abatement Bonds, Series 2023A Issue Summary

Total Issue Sources And Uses

Dated 05/09/2023 | Delivered 05/09/2023

	Streets	Tax Abatement	Issue Summary
Sources Of Funds			
Par Amount of Bonds	\$2,935,000.00	\$4,880,000.00	\$7,815,000.00
Reoffering Premium	143,977.40	176,409.55	320,386.95
Prepaid Assessments	382,366.25	-	382,366.25
Water Funds	233,682.00	-	233,682.00
Sewer Funds	316,517.00	-	316,517.00
Storm Water Funds	162,364.00	-	162,364.00
Street Utility Funds	105,615.00	-	105,615.00
Total Sources	\$4,279,521.65	\$5,056,409.55	\$9,335,931.20
Uses Of Funds			
Total Underwriter's Discount (0.963%)	28,255.84	46,980.75	75,236.59
Costs of Issuance	31,734.43	52,764.57	84,499.00
Deposit to Capitalized Interest (CIF) Fund	84,254.83	140,603.03	224,857.86
Deposit to Project Construction Fund	4,135,276.55	4,816,061.20	8,951,337.75
Total Uses	\$4,279,521.65	\$5,056,409.55	\$9,335,931.20

City of Cottage Grove, Minnesota

\$7,815,000 G.O. Improvement & Tax Abatement Bonds, Series 2023A Issue Summary

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
05/09/2023	-	-	-	-	-
02/01/2024	-	-	224,857.86	224,857.86	224,857.86
08/01/2024	-	-	154,482.50	154,482.50	-
02/01/2025	335,000.00	4.000%	154,482.50	489,482.50	643,965.00
08/01/2025	-	-	147,782.50	147,782.50	-
02/01/2026	345,000.00	4.000%	147,782.50	492,782.50	640,565.00
08/01/2026	-	-	140,882.50	140,882.50	-
02/01/2027	355,000.00	4.000%	140,882.50	495,882.50	636,765.00
08/01/2027	-	-	133,782.50	133,782.50	-
02/01/2028	365,000.00	4.000%	133,782.50	498,782.50	632,565.00
08/01/2028	-	-	126,482.50	126,482.50	-
02/01/2029	375,000.00	4.000%	126,482.50	501,482.50	627,965.00
08/01/2029	-	-	118,982.50	118,982.50	-
02/01/2030	385,000.00	4.000%	118,982.50	503,982.50	622,965.00
08/01/2030	-	-	111,282.50	111,282.50	-
02/01/2031	400,000.00	4.000%	111,282.50	511,282.50	622,565.00
08/01/2031	-	-	103,282.50	103,282.50	-
02/01/2032	410,000.00	4.000%	103,282.50	513,282.50	616,565.00
08/01/2032	-	-	95,082.50	95,082.50	-
02/01/2033	425,000.00	4.000%	95,082.50	520,082.50	615,165.00
08/01/2033	-	-	86,582.50	86,582.50	-
02/01/2034	440,000.00	4.000%	86,582.50	526,582.50	613,165.00
08/01/2034	-	-	77,782.50	77,782.50	-
02/01/2035	450,000.00	4.000%	77,782.50	527,782.50	605,565.00
08/01/2035	-	-	68,782.50	68,782.50	-
02/01/2036	465,000.00	4.000%	68,782.50	533,782.50	602,565.00
08/01/2036	-	-	59,482.50	59,482.50	-
02/01/2037	480,000.00	3.600%	59,482.50	539,482.50	598,965.00
08/01/2037	-	-	50,842.50	50,842.50	-
02/01/2038	490,000.00	3.650%	50,842.50	540,842.50	591,685.00
08/01/2038	-	-	41,900.00	41,900.00	-
02/01/2039	505,000.00	4.000%	41,900.00	546,900.00	588,800.00
08/01/2039	-	-	31,800.00	31,800.00	-
02/01/2040	295,000.00	4.000%	31,800.00	326,800.00	358,600.00
08/01/2040	-	-	25,900.00	25,900.00	-
02/01/2041	305,000.00	4.000%	25,900.00	330,900.00	356,800.00
08/01/2041	-	-	19,800.00	19,800.00	-
02/01/2042	315,000.00	4.000%	19,800.00	334,800.00	354,600.00
08/01/2042	-	-	13,500.00	13,500.00	-
02/01/2043	330,000.00	4.000%	13,500.00	343,500.00	357,000.00
08/01/2043	-	-	6,900.00	6,900.00	-
02/01/2044	345,000.00	4.000%	6,900.00	351,900.00	358,800.00
Total	\$7,815,000.00	-	\$3,455,487.86	\$11,270,487.86	-

Yield Statistics

Bond Year Dollars	\$87,677.58
Average Life	11.219 Years
Average Coupon	3.9411304%
Net Interest Cost (NIC)	3.6615260%
True Interest Cost (TIC)	3.5845752%
Bond Yield for Arbitrage Purposes	3.3745955%
All Inclusive Cost (AIC)	3.7054229%

IRS Form 8038

Net Interest Cost	3.4657080%
Weighted Average Maturity	11.119 Years

Series 2023A GO Imp & Tax | Issue Summary | 4/19/2023 | 11:04 AM

City of Cottage Grove, Minnesota

\$7,815,000 G.O. Improvement & Tax Abatement Bonds, Series 2023A
Issue Summary

Detail Costs Of Issuance

Dated 05/09/2023 | Delivered 05/09/2023

COSTS OF ISSUANCE DETAIL

Municipal Advisor	\$45,200.00
Bond Counsel (Taft Stettinius & Hollister)	\$20,000.00
Rating Agency Fee (S&P)	\$18,500.00
Paying Agent (Bond Trust Services)	\$799.00
TOTAL	\$84,499.00

City of Cottage Grove, Minnesota

\$7,815,000 G.O. Improvement & Tax Abatement Bonds, Series 2023A
Issue Summary

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	105% of Total	Assessments	Abatement Revenue	Tax Levy/ (Surplus)
02/01/2024	-	-	224,857.86	224,857.86	(224,857.86)	-	-	-	-	-
02/01/2025	335,000.00	4.000%	308,965.00	643,965.00	-	643,965.00	676,163.25	135,214.19	165,000.00	375,949.06
02/01/2026	345,000.00	4.000%	295,565.00	640,565.00	-	640,565.00	672,593.25	131,395.45	170,000.00	371,197.80
02/01/2027	355,000.00	4.000%	281,765.00	636,765.00	-	636,765.00	668,603.25	127,576.73	180,000.00	361,026.52
02/01/2028	365,000.00	4.000%	267,565.00	632,565.00	-	632,565.00	664,193.25	123,758.01	185,000.00	355,435.24
02/01/2029	375,000.00	4.000%	252,965.00	627,965.00	-	627,965.00	659,363.25	119,939.27	190,000.00	349,423.98
02/01/2030	385,000.00	4.000%	237,965.00	622,965.00	-	622,965.00	654,113.25	116,120.55	200,000.00	337,992.70
02/01/2031	400,000.00	4.000%	222,565.00	622,565.00	-	622,565.00	653,693.25	112,301.81	210,000.00	331,391.44
02/01/2032	410,000.00	4.000%	206,565.00	616,565.00	-	616,565.00	647,393.25	108,483.09	215,000.00	323,910.16
02/01/2033	425,000.00	4.000%	190,165.00	615,165.00	-	615,165.00	645,923.25	104,664.35	225,000.00	316,258.90
02/01/2034	440,000.00	4.000%	173,165.00	613,165.00	-	613,165.00	643,823.25	100,845.63	235,000.00	307,977.62
02/01/2035	450,000.00	4.000%	155,565.00	605,565.00	-	605,565.00	635,843.25	97,026.89	245,000.00	293,816.36
02/01/2036	465,000.00	4.000%	137,565.00	602,565.00	-	602,565.00	632,693.25	93,208.17	255,000.00	284,485.08
02/01/2037	480,000.00	3.600%	118,965.00	598,965.00	-	598,965.00	628,913.25	89,389.43	265,000.00	274,523.82
02/01/2038	490,000.00	3.650%	101,685.00	591,685.00	-	591,685.00	621,269.25	85,570.71	270,000.00	265,698.54
02/01/2039	505,000.00	4.000%	83,800.00	588,800.00	-	588,800.00	618,240.00	81,751.97	280,000.00	256,488.03
02/01/2040	295,000.00	4.000%	63,600.00	358,600.00	-	358,600.00	376,530.00	-	295,000.00	81,530.00
02/01/2041	305,000.00	4.000%	51,800.00	356,800.00	-	356,800.00	374,640.00	-	305,000.00	69,640.00
02/01/2042	315,000.00	4.000%	39,600.00	354,600.00	-	354,600.00	372,330.00	-	315,000.00	57,330.00
02/01/2043	330,000.00	4.000%	27,000.00	357,000.00	-	357,000.00	374,850.00	-	330,000.00	44,850.00
02/01/2044	345,000.00	4.000%	13,800.00	358,800.00	-	358,800.00	376,740.00	-	345,000.00	31,740.00
Total	\$7,815,000.00	-	\$3,455,487.86	\$11,270,487.86	(224,857.86)	\$11,045,630.00	\$11,597,911.50	\$1,627,246.25	\$4,880,000.00	\$5,090,665.25

Significant Dates

Dated	5/09/2023
First Coupon Date	2/01/2024

Yield Statistics

Bond Year Dollars	\$87,677.58
Average Life	11.219 Years
Average Coupon	3.94113049%
Net Interest Cost (NIC)	3.66152609%
True Interest Cost (TIC)	3.58457529%
Bond Yield for Arbitrage Purposes	3.37459555%
All Inclusive Cost (AIC)	3.70542299%

RatingsDirect®

Summary:

Cottage Grove, Minnesota; General Obligation

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Cottage Grove, Minnesota; General Obligation

Credit Profile		
US\$8.17 mil GO imp and tax abatement bnds ser 2023A dtd 05/09/2023 due 02/01/2044		
Long Term Rating	AAA/Stable	New
Cottage Grove GO		
Long Term Rating	AAA/Stable	Upgraded

Credit Highlights

- S&P Global Ratings raised its long-term rating on Cottage Grove, Minn.'s outstanding general obligation (GO) bonds to 'AAA' from 'AA+'.
- At the same time, S&P Global Ratings assigned its 'AAA' long-term rating to Cottage Grove's \$8.17 million series 2023A GO improvement and tax abatement bonds.
- The upgrade reflects our view of Cottage Grove's improving economic metrics and its relative growth prospects within the Twin Cities metropolitan statistical area (MSA) demonstrated by the availability of developable land, coupled with a history of strong financial performance and a favorable debt profile. We additionally view the city's tax base growth and reliance on property tax revenue as lending stability to the general fund and providing a degree of resiliency in a potential economic recession.
- The outlook is stable.

Security

The bonds are GOs of the city for which its full faith, credit, and taxing powers are pledged without limitation as to rate or amount. The city anticipates that the debt service will be paid from special assessments levied against specific parcels, tax abatement revenue, and ad valorem property taxes. However, we rate to the city's GO pledge.

The city will use the 2023A bond proceeds to finance the 2023 road and utility reconstruction projects and the construction of Glacial Valley Park Building.

Credit overview

Cottage Grove's growing tax base, strong financial management practices and policies, and steady property tax levy increases have contributed to a consistent track record of positive operating results in recent years. The city's credit profile benefits from a significant amount of developable land in the economically prosperous Minneapolis-St. Paul MSA. It has a history of outperforming the budget, and we expect it will maintain very strong reserves. Even with additional debt plans, we expect debt costs will remain manageable.

The rating also reflects our view of the city's:

- Growing economy with strong single-family home permit growth and significant new commercial development;
- Pattern of high reserves and strong budgetary performance;

- Modest pension and other postemployment benefit (OPEB) costs and little medium-term likelihood of meaningful cost acceleration; and
- Strong financial policies and practices under our Financial Management Assessment (FMA) methodology and a strong institutional framework.

Environmental, social, and governance

We view the city's trend of 9% population growth over the past 10 years as a social capital opportunity, as it provides underlying economic strength to generate residential and commercial development as well as employment opportunities greater than those in other areas of the country that are experiencing population stagnation or loss. In addition, economic improvement can help support revenue growth that can offset service and infrastructure demands stemming from the population change. The city sits on the northern bank of the Mississippi River, but has no recent history of significant flooding or other extreme weather that could affect its finances or economy. It will receive over \$90 million from the state's settlement with the 3M Co. related to groundwater contamination in the Twin Cities area. The settlement funds will be used for water infrastructure improvements, and will support operations for the next 20 years. We consider the city's governance and environmental risks neutral in our credit analysis.

Outlook

The stable outlook reflects our expectation that Cottage Grove will maintain very strong reserves while its economy will continue to grow, benefiting from its location within a large, broad, and diverse MSA.

Downside scenario

We could take a negative rating action if the city experienced budgetary pressure leading to materially lower reserves or if the debt burden materially worsens, coupled with a weakening of other credit factors such as a slowdown leading to declining economic metrics, significantly lower revenue performance, and materially lower reserves. Given that we do not expect such a scenario in the next few years, we do not anticipate lowering the rating within the outlook horizon.

Credit Opinion

Mostly residential economy with strong market value growth, with additional commercial and residential development underway

Cottage Grove is a primarily residential community that benefits from its location within the broad and diverse Minneapolis-St. Paul MSA, which we view as a positive credit factor. The city is fulfilling the strong demand for housing with numerous multifamily housing complexes that will add hundreds of new units this year, with additional multi- and single-family developments in the pipeline. NorthPoint Industrial, a real estate developer, is planning to construct approximately 3.4 million square feet of warehouse, manufacturing, distribution, and office building space in the city over the next five years, with the first building now complete. With the addition of residential and commercial development in the last few years, market value grew by 14.4% in fiscal 2022, and management reports market value growth for fiscal 2023 will be 15.7%. We expect residential and commercial development in the city will continue, though we think growth in the tax base may moderate in the face of a potential recession (see "Economic Outlook U.S.

Q2 2023: Still Resilient, Downside Risks Rise," published March 27, 2022, on RatingsDirect).

Strong financial policies and practices, with robust budgeting practices and financial policies

Management highlights include the following:

- A budget formulation process that incorporates both internal trend analysis and consultation of external sources to generate budgeted revenues and expenditures;
- Quarterly reporting on both the city's investments and budget-to-actual performance to the council;
- Maintenance of a comprehensive long-term financial management plan that provides projections at least ten years out;
- An annually updated five-year capital improvement plan;
- A formal reserve policy mandates that at least 45%-55% of expenditures be retained in the general fund for cash-flow purposes, and that any surplus above this amount should be distributed to specific funds to help fund capital projects; and
- Maintenance of formal debt management and investment policies.

In late 2021, the city's finance department was targeted by a phishing scheme that resulted in the incorrect payment of \$1.2 million. The city has been working with the FBI, the U.S. Department of Homeland Security, and the Department of Justice on the investigation and expects to recover the funds in 2023. It now has revised cybersecurity policies and procedures and has enhanced education and training for staff.

Strong operating performance with high reserves benefiting from tax base growth

New development and federal pandemic stimulus have contributed to the city's positive operating results in recent years. Management attributes the \$829,000 general fund (4% of operating expenditures) surplus in fiscal 2021, and the expected \$195,000 (0.9%) surplus in fiscal 2022 to higher permit revenue than budgeted. The city used its \$4.2 million of American Rescue Plan Act allocation to fund infrastructure development in fiscal years 2021 and 2022. It has a good track record of adjusting its property tax levy to maintain structural balance in the general fund. Property tax revenue made up 71% of fiscal 2021 general fund revenue, followed by licenses and permits at 15%. We think the high proportion of operating costs covered by property taxes lends stability to the general fund, particularly as the tax base grows.

Cottage Grove has a history of compliance with its fund balance policy and has consistently maintained reserves no less than 55% of expenditures. The city has no plans to draw reserves in the next two years. Given its history of conservative budgeting and its track record of outperforming the budget we expect reserves will remain very strong.

At fiscal year-end 2021, Cottage Grove had roughly \$65.9 million in available cash. The city does not have any direct-purchase or private-placement debt.

Strong debt profile even with additional debt plans

With this issue, the city will have \$42 million of debt outstanding. We note that its debt profile is stronger compared with state peers that typically carry higher debt loads. The city plans to issue \$18 million of new debt in the next two years, but we do not think this will materially worsen its debt profile.

Participation in two defined-benefit pension plans with costs we expect will remain modest

We do not believe that pension and OPEB liabilities represent a medium-term credit pressure as contributions are only a modest share of the budget, and we believe the city has the capacity to absorb higher costs without pressuring operations.

The city participates in the following plans:

- Minnesota General Employees Retirement Fund (GERF): 76.7% funded (as of June 30, 2022), with a city proportionate share of the plan's net pension liability (NPL) of \$8.4 million.
- Minnesota Police and Fire Fund (PEPFF): 70.6% funded (as of June 30, 2022), with a proportionate share of \$21.9 million.
- A single-employer, defined-benefit OPEB plan with an implicit subsidy only: 0% funded with a net OPEB liability of \$614,000 at Dec. 31, 2021.
- Statewide Volunteer Firefighter Retirement Plan, a multiple-employer, defined-benefit plan, with a NPL of \$1.8 million as of Dec. 31, 2021.

The city exceeded its static funding calculation for GERF and PEPFF, but fell short of its actual minimum funding progress for both plans in fiscal 2021 at 66.4% and 80%, respectively. From now on, liabilities will be measured using a discount rate of 6.5% for GERF and PEPFF. Despite the lower discount rate, we still believe the plans have slightly elevated exposure to cost escalation from market volatility and slow amortization of unfunded liabilities over a 27-year period. The city also provides OPEB, which it funds on a pay-as-you-go basis. Its total OPEB contribution in 2021 was \$61,000. In fiscal 2021, the city did not pay into the Statewide Volunteer Firefighter Retirement Plan; however, state aid contributions were \$235,000.

Ratings above the sovereign

Cottage Grove's bonds are eligible to be rated above the sovereign because we believe the city can maintain better credit characteristics than the nation in a stress scenario. Under our criteria "Ratings Above The Sovereign: Corporate And Government Ratings--Methodology And Assumptions," published Nov. 19, 2013, we consider state and local governments to have moderate sensitivity to country risk. The city's local property tax revenue is the primary source of security on the bonds, which significantly limits the possibility of negative sovereign intervention in the payment of debt or operations. The institutional framework in the nation is predictable for local governments, allowing them significant autonomy and independent treasury management; there has been no history of negative federal government intervention in local finances.

Cottage Grove, MN -- Key Credit Metrics

	Most recent	Historical information		
		2021	2020	2019
Very strong economy				
Projected per capita EBI % of U.S.	122			
Market value per capita (\$)	132,037			
Population		38,136	37,477	36,686
County unemployment rate(%)		2.9		

Cottage Grove, MN -- Key Credit Metrics (cont.)

	Most recent	Historical information		
		2021	2020	2019
Market value (\$000)	5,035,377	4,402,278	4,112,180	3,778,436
Ten largest taxpayers % of taxable value	8.5			
Strong budgetary performance				
Operating fund result % of expenditures		4.0	3.0	2.4
Total governmental fund result % of expenditures		32.7	3.0	(1.2)
Very strong budgetary flexibility				
Available reserves % of operating expenditures		62.9	62.8	62.1
Total available reserves (\$000)		13,061	12,249	11,658
Very strong liquidity				
Total government cash % of governmental fund expenditures		149	85	85
Total government cash % of governmental fund debt service		4,906	1,307	1,260
Very strong management				
Financial Management Assessment	Strong			
Very strong debt & long-term liabilities				
Debt service % of governmental fund expenditures		3.0	6.5	6.8
Net direct debt % of governmental fund revenue	72			
Overall net debt % of market value	3.0			
Direct debt 10-year amortization (%)	73			
Required pension contribution % of governmental fund expenditures		3.7		
OPEB actual contribution % of governmental fund expenditures		0.1		
Strong institutional framework				

EBI--Effective buying income. OPEB--Other postemployment benefits.

Related Research

- Through The ESG Lens 3.0: The Intersection Of ESG Credit Factors And U.S. Public Finance Credit Factors, March 2, 2022

Ratings Detail (As Of March 31, 2023)

Cottage Grove GO imp bnds		
Long Term Rating	AAA/Stable	Upgraded
Cottage Grove GO rfdg bnds ser 2016A due 02/01/2027		
Long Term Rating	AAA/Stable	Upgraded
Cottage Grove GO		
Long Term Rating	AAA/Stable	Upgraded

Certain terms used in this report, particularly certain adjectives used to express our view on rating relevant factors, have specific meanings ascribed

Summary: Cottage Grove, Minnesota; General Obligation

to them in our criteria, and should therefore be read in conjunction with such criteria. Please see Ratings Criteria at www.standardandpoors.com for further information. Complete ratings information is available to subscribers of RatingsDirect at www.capitaliq.com. All ratings affected by this rating action can be found on S&P Global Ratings' public website at www.standardandpoors.com. Use the Ratings search box located in the left column.

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