



COTTAGE GROVE CITY COUNCIL

12800 RAVINE PARKWAY SOUTH
COTTAGE GROVE, MINNESOTA 55016

May 3, 2023

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

1 CALL TO ORDER

2 PLEDGE OF ALLEGIANCE

3 ROLL CALL

4 OPEN FORUM

5 ADOPTION OF AGENDA

6 PRESENTATIONS

A AED/SaveStation Donation from Teddy's Heart, Inc

Staff Recommendation: Adopt resolution 2023-050 accepting AED/SaveStation donation from Teddy's Heart, Inc.

B Historic Preservationist of the Year

Staff Recommendation: Present the 2023 Historic Preservationist of the Year Award to Frances Ratzlaff for her efforts and involvement over the years so both current and future generations have the opportunity to appreciate and visit important cultural and historical sites within the City that have been preserved.

C Historic Preservation Month Proclamation

Staff Recommendation: Proclaim May 2023 as Historic Preservation Month for the City of Cottage Grove, Minnesota.

D Asian American and Pacific Islander Heritage Month Proclamation

Staff Recommendation: Proclaim the month of May 2023 to be designated as Asian American and Pacific Islander Heritage Month.

E Mental Health Awareness Month Proclamation

Staff Recommendation: Receive a brief presentation from Public Safety about the Case Management Unit and proclaim the month of May 2023 to be designated as Mental Health Awareness Month.

F National Police Week and Peace Officers Memorial Day Proclamation

Staff Recommendation: Proclaim the week of May 14 through May 20, 2023 as National Police Week and May 15, 2023 as Peace Officers Memorial Day.

G Building Safety Month Proclamation

Staff Recommendation: Receive a presentation on Building Safety and proclaim the month of May Building Safety Month.

H Public Works Spring Cleanup Event Presentation

7 CONSENT AGENDA

A City Council Meeting Minutes - January 25, 2023

Staff Recommendation: Approve the January 25, 2023, Special Meeting minutes.

- B City Council Special Meeting Minutes - April 5, 2023
Staff Recommendation: Approve the April 5, 2023, Special Meeting minutes.
- C City Council Meeting Minutes - April 5, 2023 (Closed Meeting)
Staff Recommendation: Approve the April 5, 2023 Closed Meeting minutes.
- D City Council Regular Meeting Minutes - April 5, 2023
Staff Recommendation: Approve the April 5, 2023, Regular Meeting minutes.
- E Planning Commission Minutes - February 27, 2023
Staff Recommendation: Accept and place on file the minutes from the Planning Commission meeting on February 27, 2023.
- F Royal Oaks PTA Temporary Single Occasion Gambling Permit
Staff Recommendation: Authorize issuance of a single-occasion gambling permit to Royal Oaks PTA to conduct a raffle at River Oaks Golf Course (11099 Highway 61, Cottage Grove, MN 55016) on June 4, 2024 at 8:00 PM.
- G Accacia Lodge Temporary Single Occasion Gambling Permit
Staff Recommendation: Authorize the issuance of a single-occasion gambling permit to Umarou Yayah on behalf of Accacia Lodge No. 51 (11094 70th Street South) to hold a raffle on October 14, 2023.
- H Approval of Rental Licenses
Staff Recommendation: Approve the issuance of rental licenses to the properties listed in the attached table.
- I Donation Acceptance from Cottage Grove Lions Club
Staff Recommendation: Accept the donation of a Bunn Coffee Brewer, coffee, and filters (value \$500.00) from the Cottage Grove Lions Club.
- J Accept Fitness Machine Donation
Staff Recommendation: Accept the donation of an ERG700 Air and Magnetic Rowing Machine (value \$1,199.99) from Terry and Bella Woodman for use by city staff to assist in maintaining a healthy lifestyle.
- K Authorization to Utilize DUI Forfeiture Funds
Staff Recommendation: Authorize the purchase of upgraded in-car camera systems utilizing DUI forfeiture funds.
- L GIS Workstation LLC dba gWorks Master Agreement and Terms of Service Contract
Staff Recommendation: Approve the GIS Workstation LLC Master Service Agreement, Terms of Service and Ordering Document.
- M Natural & Scenic Areas Grant Agreement Amendment
Staff Recommendation: Adopt resolution 2023-059 to ratify and confirm the Grant Agreement that was adopted on July 20, 2022, and authorize incorporating Attachments B and C.
- N Ravine Crossing Preliminary Plat Extension
Staff Recommendation: Adopt Resolution 2023-060 approving a one-year extension of the preliminary plat approvals for Ravine Crossing.
- O Assistant City Engineer Hiring
Staff Recommendation: Approve the hiring of Crystal Raleigh as Assistant City Engineer.

8 APPROVE DISBURSEMENTS

- A Approved payments for the period of 04-13-2023 through 04-27-2023 in the amount of \$1,740,441.74
Staff Recommendation: Approved payments for the period of 04-13-2023 through 04-27-2023 in the amount of \$1,740,441.74.

9 PUBLIC HEARINGS

10 BID AWARDS

A 2023 Mill & Overlay Project - Bid Award

Staff Recommendation: Adopt Resolution 2023-061 awarding the bid for the 2023 Mill and Overlay Improvements Project to Bituminous Roadways, Inc. in the total amount of \$383,356.60.

11 REGULAR AGENDA

12 COUNCIL COMMENTS AND REQUESTS

13 WORKSHOPS - OPEN TO PUBLIC

A Workshop - Old Cottage Grove Small Area Study

14 WORKSHOPS - CLOSED TO PUBLIC

15 ADJOURNMENT



City Council Action Request

6A

Meeting Date	5/3/2023	
Department	Parks and Recreation	
Agenda Category	Presentations	
Title	AED/SaveStation Donation from Teddy's Heart, Inc	
Staff Recommendation	Adopt resolution 2023-050 accepting AED/SaveStation donation from Teddy's Heart, Inc	
Budget Implication	none	
Attachments	AED Memo.tif	1.24MB
	Defibrillator Resolution.tif	595.55KB



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

From: Zac Dockter, Parks and Recreation Director

CC: Dan Schoen, Community Engagement Officer

Date: March 31, 2023

Subject: AED/SaveStation Donation from Teddy's Heart, Inc.

Introduction/Background

On May 4, 2022 at the age of 22, Teddy Dowdle collapsed and suffered Sudden Cardiac Arrest while playing basketball with his brother and friends at Woodridge Park. In response to this tragic incident, Teddy's family launched the foundation Teddy's Heart, Inc. with a mission of pushing for wide-spread access and availability of automated external defibrillator's (AED).

The foundation launched and achieved a goal of donating an AED/SaveStation Unit for public use at Woodridge Park. These units are intended to provide public access to AED's 24 hours a day and all days of the year. This particular unit would be installed under the building canopy at Woodridge Park facing the playground and courts. Additional information and images of the unit are attached to this memo.

Staff Recommendation

Adopt resolution accepting AED/SaveStation donation from Teddy's Heart, Inc.



Protection 24/7

SaveStations can now be placed outdoors in high traffic public places, providing the public with unprecedented access to life-saving AEDs.

Model: SS700VHM MSRP \$5025

AFA Price: Please Call

REMOTE MONITORING

Sensor monitoring the presence and ready status of the AED and the cabinet climate.

CONNECTIVITY

Connection through wireless communication.

REAL-TIME REPORTING

Immediate notifications via email/SMS.

CABINET LIGHTING

Integrated light sensor to illuminate the cabinet.

PHOTO CONTROL

Infra-red photo control when cabinet is opened.

LCD SCREEN

Operational status visual at all times for manual checks via integrated LCD screen.

ALARM

Audible alarm and visual warnings triggered on door opening (70 dB at 1 metre, and flashing red LEDs).

TEMPERED GLASS

Impact-resistant transparent polycarbonate door with surface treatment to minimize greenhouse effect.

POWER

24V DC convertor - SELV
(Safety Extra-Low Voltage).

REGULATED HEATING AND VENTILATION

Maintains positive temperature of AED with ventilator fan and convector heating device.

BACK-UP POWER

Rechargeable back-up battery for essential functions in the event of a power supply failure.



info@afaaed.com 844-277-2337



RESOLUTION NO. 2023-050

**RESOLUTION ACCEPTING SAVESTATION AUTOMATED EXTERNAL
DEFIBRILLATOR DONATION FROM TEDDY'S HEART, INC.**

WHEREAS, On May 4, 2022 at the age of 22, Teddy Dowdle collapsed and suffered Sudden Cardiac Arrest while playing basketball with his brother and friends at Woodridge Park.

WHEREAS, Sudden Cardiac Arrest is one of the leading causes of death and can happen to anyone, anywhere and at any time.

WHEREAS, With greater access, education and awareness about automated external defibrillators (AED), more lives can be saved.

WHEREAS, It has become the Teddy Dowdle family's mission to push for wide-spread access and availability of AED units, thus forming the Teddy's Heart Foundation.

WHEREAS, AED's are empowering the public to save lives and can be found in SaveStations across the world in our public spaces and communities thus increasing ability to save lives from Sudden Cardiac Arrest.

WHEREAS, The foundation launched and achieved its' fundraising goal to purchase a SaveStation for Woodridge Park in 2023.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, accepts the generous donation of a SaveStation and AED unit and thanks Teddy's Heart, Inc. and the family of Teddy Dowdle for their generosity and investment into the public health and safety of our community.

Passed this 3rd day of May 2023.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



City Council Action Request

6B

Meeting Date	5/3/2023	
Department	Community Development	
Agenda Category	Presentations	
Title	2023 Historic Preservationist of the Year	
Staff Recommendation	Present the 2023 Historic Preservationist of the Year Award to Frances Ratzlaff for her efforts and involvement over the years so both current and future generations have the opportunity to appreciate and visit important cultural and historical sites within the City that have been preserved.	
Budget Implication	N/A	
Attachments	Historic Preservationist of the Year CC Memo.tif	736.94KB
	Historic Preservationist of the Year Plaque.tif	364.67KB



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

FROM: Mike Mrosia, Senior Planner
Conner Jakes, Associate Planner

DATE: May 3, 2023

RE: 2023 Historic Preservationist of the Year

Introduction

The Advisory Committee on Historic Preservation (ACHP) annually nominates a person or organization who goes above and beyond to promote an aspect of Cottage Grove's history that helps to share our understanding and general knowledge of the people and places of our past. This year the ACHP solicited nominations from the community. On March 19, the City launched the Historic Preservationist of the Year nomination webpage. The website accepted nominations until Friday, April 7.

Discussion

At its April 11, 2023, meeting the ACHP reviewed the nominations and voted unanimously to name Frances "Frankie" Ratzlaff as the 2023 Historic Preservationist of the Year. Frances joined the ACHP in 2003 and was on the committee until 2013, which at the time, was the maximum term length a Commissioner could serve. Frances received special recognition from the City Council for her years of service in March of 2013. She played an integral part in many of the ACHP's meetings, projects, and preservation efforts. Among the numerous efforts Frankie was involved in, the more prominent efforts included the creation of ACHP's Historic Playing Cards, ACHP Community Cookbook, the time capsule created when the current City Hall was built, and her involvement in historic preservation outreach and awareness throughout southern Washington County.

Recommendation

Present the 2023 Historic Preservationist of the Year Award to Frances Ratzlaff for her efforts and involvement over the years so both current and future generations have the opportunity to appreciate and visit important cultural and historical sites within the City that have been preserved.



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

2023 PRESERVATIONIST OF
THE YEAR AWARD TO

Frances Ratzlaff

AWARDED
May 3, 2023

**In recognition of her contributions to
preservation and enhancement of Cottage
Grove's historical resources.**



City Council Action Request

6C

Meeting Date	5/3/2023
Department	Administration
Agenda Category	Presentations
Title	Historic Preservation Month Proclamation
Staff Recommendation	Proclaim May 2023 as Historic Preservation Month for the City of Cottage Grove, Minnesota.
Budget Implication	N/A
Attachments	Historic Preservation Month Proclamation 2023.tif 551.64KB



Historic Preservation Month 2023 Proclamation

WHEREAS, people have been gathering in this area currently known as Cottage Grove, Minnesota for many years before and after recorded history; and

WHEREAS, each individual, family, or group of people that visited or lived in this community has contributed in one form or another to the interesting fabric that binds our past and present together; and

WHEREAS, the Cottage Grove City Council wishes to recognize the importance of learning and keeping the knowledge of our unique history accessible and relevant to current and new residents as well as the general public; and

WHEREAS, the Cottage Grove City Council holds deep gratitude for individuals and organizations that gather, interpret, and share information and stories on our distant and current past.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Cottage Grove that May 2023 shall be declared Historic Preservation Month for the City of Cottage Grove, Minnesota, and all are invited to explore our history, your history, and the history of generations to come.

Passed this 3rd Day of May 2023

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



City Council Action Request

6D

Meeting Date	5/3/2023
Department	Administration
Agenda Category	Presentations
Title	Asian American and Pacific Islander Heritage Month Proclamation
Staff Recommendation	Proclaim the month of May 2023 to be designated as Asian American and Pacific Islander Heritage Month.
Budget Implication	N/A
Attachments	May 2023 Asian American and Pacific Islander Heritage Month.tif 583.66KB



PROCLAMATION

May 2023: Asian American and Pacific Islander Heritage Month

- WHEREAS: Asian American and Pacific Islander Heritage was first celebrated in the United States in 1978 and was made into a month-long event in 1992; during Asian American and Pacific Islander Heritage Month, our community recognizes the innumerable contributions, vibrant cultures, and rich heritage of Asian Americans and Pacific Islanders; and
- WHEREAS: Asian American and Pacific Islander Heritage Month seeks to honor and recognize the contributions of residents from Asia, India, and the Pacific Islands; and
- WHEREAS: As some of the fastest-growing racial and ethnic groups in the nation, these populations represent a multitude of ethnicities, languages, and experiences that enrich the country and play important roles in the rich history of our city, such as the Cantonese-style Tom Moy Café, which has celebrated over 50 years of business in Cottage Grove and is thought to be the city's longest-running restaurant; and
- WHEREAS: We acknowledge Asian Americans and Pacific Islanders have thrived and worked in Cottage Grove for generations, and that Asian Americans represent the largest minority group in the city, and that Pacific Islanders represent a small but strong portion that illustrates the city's welcome diversity.

NOW, THEREFORE, the Mayor and City Council of the City of Cottage Grove, County of Washington, State of Minnesota, hereby proclaim the month of May 2023 to be designated as Asian American and Pacific Islander Heritage Month.

Passed this Wednesday, the 3rd day of May 2023.

Myron Bailey

Mayor



City Council Action Request

6E

Meeting Date	5/3/2023	
Department	Public Safety	
Agenda Category	Presentations	
Title	Mental Health Awareness Month Proclamation	
Staff Recommendation	Receive a brief presentation from Public Safety about the Case Management Unit and proclaim the month of May 2023 to be designated as Mental Health Awareness Month.	
Budget Implication	N/A	
Attachments	Mental Health Awareness Month Council Memo	888.89KB
	04192023.TIF	
	Mental Health Awareness Proclamation.TIF	619.51KB



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

From: Peter J Koerner, Director of Public Safety

Date: April 19, 2023

Subject: **MENTAL HEALTH AWARENESS MONTH PROCLAMATION**

During the month of May, the City of Cottage Grove strives to increase awareness of the importance of mental health and wellness. We join the national movement to raise awareness about mental health. Each year we fight stigma, provide support, educate the public and advocate for policies that support people with mental illness and their families. We are committed to this cause and have a robust Case Management Unit (CMU). Detective Sergeant Mike McCormick and CMU Detective Patrick Young will provide an overview of the program.

CMU helps people who need ongoing assistance from mental health professionals or social services. The team helps ensure people who need help don't fall through the cracks when being referred to other agencies or health care professionals.

There is a growing need to leverage the expertise of mental health clinicians, community assistance programs, and other services to address the increasing number of public safety encounters in which mental health concerns play a role. Cottage Grove's CMU helps address unmet community mental health needs and targets violence prevention.

CMU officers assess violence risk and help find available community resources to help those struggling with mental illness live happier and healthier lives without repeatedly needing police or EMS resources. If first responders determine the call is primarily emotional/mental health in nature, a CMU officer will be assigned to take over on the call if one is on shift.

CMU manages long-term criminal cases and cases involving persons with a history of violent criminal behavior caused by mental illness. They manage cases involving persons with a history of mental illness that have resulted in numerous responses by law enforcement and the use of substantial police resources. CMU also prevents unnecessary incarceration or hospitalization of those with mental illness and provides alternative care in the least restrictive environment through a coordinated and comprehensive systemwide approach.

RECOMMENDATIONS

Receive a brief presentation from public safety about the Case Management Unit and proclaim the month of May 2023 to be designated as Mental Health Awareness Month.



PROCLAMATION

PROCLAIMING THE MONTH OF MAY AS MENTAL HEALTH AWARENESS MONTH

WHEREAS, mental health awareness is more important than ever and essential to our overall health; and

WHEREAS, mental health awareness allows us to maintain relationships, take care of ourselves, learn, take care of our physical bodies, and respond and adapt to daily life changes; and

WHEREAS, mental health includes our emotional, psychological, and social well-being; it affects how we think, feel, and act; it also affects how we handle stress, relate to others, and make choices; and

WHEREAS, the pandemic caused many people to struggle with their mental health and well-being, especially our children and youth; and

WHEREAS, historical and collective trauma from racism and heterosexism is a source of chronic and intense stress that challenges our mental health and well-being; and

WHEREAS, the World Health Organization found that the number of people with depression and anxiety went up 25% worldwide; and

WHEREAS, there are steps we can all take to improve our mental health, and with early and effective treatment, people with mental illnesses can recover; and

WHEREAS, mental health awareness is critical to the well-being of our families, communities, schools, and businesses; and

WHEREAS, all Minnesotans have a role to play in promoting good mental health, and there are a range of essential community resources to promote mental health and well-being for all Minnesotans; and

WHEREAS, citizens, government agencies, public and private institutions, businesses, and schools should commit to promoting good mental health and increasing awareness and understanding of mental illnesses;

NOW, THEREFORE, the Mayor and City Council of the City of Cottage Grove, County of Washington, State of Minnesota, hereby proclaim May 2023 as Mental Health Awareness Month in the City of Cottage Grove.

Passed this 19th day of April, 2023

Myron Bailey
Mayor



City Council Action Request

6F

Meeting Date	5/3/2023	
Department	Public Safety	
Agenda Category	Presentations	
Title	Proclamation - National Police Week and Peace Officers Memorial Day	
Staff Recommendation	Proclaim the week of May 14 through May 20, 2023 as National Police Week and May 15, 2023 as Peace Officers Memorial Day.	
Budget Implication	N/A	
Attachments	Police Week Proclamation 2023.TIF	759.45KB



PROCLAMATION
PROCLAIMING NATIONAL POLICE WEEK MAY 14, THROUGH MAY 20, 2023
AND
PEACE OFFICERS MEMORIAL DAY MAY 15, 2023

WHEREAS, there are over approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Cottage Grove Police Department; and

WHEREAS, some 60,000 assaults against law enforcement officers are reported each year, resulting in over 16,000 injuries; and

WHEREAS, since the first recorded death in 1791, over 25,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty; and

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.; and

WHEREAS, this year one police officer's name from Minnesota will be added to the National Law Enforcement Officers Memorial from 2022. In addition to the national number of 245 officers who died in 2022; and

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Police Law Enforcement Officers Memorial Fund 35th Annual Candlelight Vigil, in Washington D.C., on the evening of Saturday, May 13, 2023; and

WHEREAS, May 15th is designated as Peace Officers Memorial Day, in honor of all fallen and their families; and

WHEREAS, the first recognition of Police Week and Peace Officers Memorial Day was signed by President John F. Kennedy in 1961. It was resolved in Congress that May 15th be designated Police Officers Memorial Day and the week in which falls designated as Police Week. The purpose of Peace Officers Memorial Day is to honor the police officer at all levels of government who have been killed or disabled in the line of duty. Staff from Cottage Grove's Police Department will attend the Peace Officers Memorial service held at the Minnesota Peace Officers Memorial in St. Paul, MN on Monday, May 15th, 2023, as well as attending the Law Enforcement Memorial Day service at the Historic Courthouse in Stillwater, MN.

NOW, THEREFORE, the Mayor and City Council of the City of Cottage Grove, County of Washington, State of Minnesota, hereby proclaim the week of May 14-20, 2023, as National Police Week, and Monday, May 15, 2023, as Peace Officers Memorial Day in the City of Cottage Grove, and urge Cottage Grove residents and civic organizations to salute our dedicated law enforcement officers in our community and in communities across the nation.

Passed this 19th day of April 2023.

Myron Bailey,
Mayor



City Council Action Request

6G

Meeting Date	5/3/2023
Department	Community Development
Agenda Category	Presentations
Title	Proclamation - Building Safety Month
Staff Recommendation	Receive a presentation on Building Safety and proclaim the month of May Building Safety Month.
Budget Implication	N/A
Attachments	Proclamation - May 2023 Building Safety Month.tif 509.95KB



PROCLAMATION

Building Safety Month

- WHEREAS:** Cottage Grove is committed to recognizing that the growth and strength of our community depends on the safety and essential role our homes, buildings and infrastructure play; and
- WHEREAS:** We are confident in the vigilant experts in building safety, fire prevention, and others in the construction industry who work year-round to ensure the safe construction of buildings; and
- WHEREAS:** Building Safety Month is also a time to remind the public about the critical role of our local code officials who assure us of safe, sustainable, and affordable buildings that are essential to our prosperity; and
- WHEREAS:** Each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus, and federal agencies in protecting lives and property.

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

Passed this Wednesday, the 3rd day of May 2023.

Myron Bailey
Mayor



City Council Action Request

6H

Meeting Date 5/3/2023

Department Public Works

Agenda Category Presentations

Title 2023 Public Works Spring Cleanup Event Presentation

Staff

Recommendation

Budget Implication n/a

Attachments



City Council Action Request

7A

Meeting Date	5/3/2023	
Department	Administration	
Agenda Category	Consent Agenda	
Title	City Council Meeting Minutes - January 25, 2023	
Staff Recommendation	Approve the January 25, 2023, Special Meeting minutes.	
Budget Implication	N/A	
Attachments	2023-01-25 City Council Workshop MINUTES.tif	1.76MB

MINUTES

COTTAGE GROVE CITY COUNCIL

12800 RAVINE PARKWAY SOUTH
COTTAGE GROVE, MINNESOTA 55016

January 25, 2023

SPECIAL MEETING - 6:00 P.M

Public Works – 8635 West Point Douglas Road (Large Conference Room)

1. CALL TO ORDER

The City Council of the City of Cottage Grove, Washington County, Minnesota, held a special meeting on January 25, 2023, at the Cottage Grove Public Works Building, 8635 West Point Douglas Road. Mayor Bailey called the meeting to order at 6:00 p.m.

2. ROLL CALL

City Administrator Jennifer Levitt called the roll: Mayor Bailey - Here; Council Member Dennis - Here; Council Member Khambata - Here; Council Member Olsen - Here; Council Member Thiede - Here.

Also present: Jennifer Levitt, City Administrator; Ryan Burfeind, Public Works Director; Zac Dockter, Parks & Recreation Director; Lee Mann, Stantec.

3. WORKSHOPS – OPEN TO THE PUBLIC

4. A Site Tour – Public Works Facility

Public Works Director Burfeind and Parks & Recreation Director Dockter conducted a tour of the Public Works Facility. Director Burfeind and Director Dockter fielded questions from the Council regarding the space, operational processes and issues, and future needs.

B. Low Zone Water Treatment Plant

Director Burfeind presented an update on the schedule, location, site layout, plant layout and preliminary building renderings for the proposed 3200 gpm, granulated activated carbon w/pre-treatment, low zone water treatment plant. This treatment plant, which will be located at the northeast corner of Ideal Avenue South and 110th Street South, will treat all wells south of Hwy 61. The schedule anticipates bidding the project in summer of 2023 with plant commissioning in 2025. Further information was disseminated regarding the overall water treatment plan for the City, which includes a

second treatment plant that will be located behind the central fire station on 80th Street, which will treat all wells north of Hwy 61. Three new FTE's will be funded by the 3M Settlement. Council received the information.

C. Utilities and Engineering Building Review

Director Burfeind gave a presentation reviewing the City's background of public works/parks space needs discussions, and the current status of the proposed Utility and Engineering building.

The Public Works/Parks space needs study was completed and reviewed in February of 2020. Three options were presented, two to be located on a new site, with 15- and 30-year build options, and one 15-year renovation option on the existing site. At that time, land was not yet purchased and there were unknowns with the water treatment plants and staffing. The consensus was that it was preferable to invest money on a new site, located along or south of 100th Street.

In August of 2020, a 5-10 year option was presented for new metal storage building and expansion of the cafeteria and locker room at the existing site. From a funding perspective, it was determined that it would be preferable to focus on the utility division.

In August of 2021, the City purchased approximately 29 acres of land at the northeast corner of Ideal Avenue South and 110th Street South. A Utility Division building was included in the CIP, with design in 2023 and construction in 2024 on this site. Locating this building next to the low zone water treatment plant will create operational efficiencies and site work cost savings.

Initially upon completion, the proposed building would house 15 Utility FTEs, 5 Engineering FTEs and 3 seasonal positions. Some space will be available for off-season storage of Parks and Streets equipment. The estimated total project cost is estimated at \$14,000,000, which would be funded by a Utility Revenue Bond split 75/25 between water and sewer utility funds.

Staff fielded questions from the Council and the Council discussed among themselves whether to move forward with the design of the project. At the end of the discussion, Mayor Bailey, Councilmember Khambata, Councilmember Olsen, and Councilmember Thiede agreed to direct staff to commence with the design of the building as presented, with Councilmember Dennis dissenting. Another check-in with the City Council was requested upon completion of the preliminary design, before moving into final design.

5. ADJOURNMENT

Motion by Councilmember Olsen, second by Councilmember Thiede, to adjourn the meeting at 8:30pm. Motion carried: 5-0

Minutes prepared by Lee Mann, PE and reviewed by Tamara Anderson, City Clerk



City Council Action Request

7B

Meeting Date	5/3/2023	
Department	Administration	
Agenda Category	Consent Agenda	
Title	City Council Special Meeting Minutes - April 5, 2023	
Staff Recommendation	Approve the April 5, 2023, Special Meeting minutes.	
Budget Implication	N/A	
Attachments	2023-04-05 City Council (Special Meeting).tif	16.03MB

MINUTES

COTTAGE GROVE CITY COUNCIL

COUNCIL CHAMBERS
12800 RAVINE PARKWAY SOUTH

April 5, 2023

SPECIAL MEETING - 5:30 P.M. **TRAINING ROOM**

1. CALL TO ORDER

Mayor Bailey called the Special Meeting to order at 5:30 p.m.

2. ROLL CALL

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

3. AGENDA ITEM

A. MPCA Workshop (Decommissioning Plan for 3M Incinerator)

City Administrator Jennifer Levitt stated tonight representatives from the Minnesota Pollution Control Agency (MPCA) were present to explain the process of decommissioning the hazardous waste incinerator at 3M. The incinerator closed down last December; as part of that, there are ongoing efforts and permitting that has to take place. Tonight, they'll be able to outline for us the challenges and environmental work that they're doing to ensure that it's done safely and properly and protects the environment. There are also representatives from Washington County here tonight, as they've also been working with the MPCA on some of the decommissioning efforts.

Mayor Bailey and the Council Members introduced themselves, and also present were: Karla Bigham, Washington County Commissioner; Ryan Burfeind, Public Works Director; Samantha Adams, MPCA Supervisor of the Land Permits Unit, responsible for the hazardous waste permit team, including John Chikkala; Craig Bigelow, MPCA, Supervisor in the Remediation Program; John Chikkala, Senior Engineer, MPCA; Michael Ginsbach, Hydrogeologist, Remediation Division of MPCA; Jennifer Levitt, City Administrator; Amanda Meyer, City Engineer; Emily Schmitz, Interim Community Development Director; Pete Koerner, Public Safety Director; Gretchen Larson, Economic Development Director; Tyler Dale, Washington County; Zach Hartfiel, Resident; Lisa Hartfiel, Resident.

John Chikkala gave his history with the PCA; he's now working on the closure of this incinerator. He wanted everyone to have a clear understanding of what the MPCA staff was dealing with. He displayed an aerial view of the 3M site, which has been operating since 1948, primarily for manufacturing. In the 1970s, 3M had built an incinerator to treat some of the waste generated by this facility, but a few years later, 3M was bringing in waste from all of their manufacturing sites in North America.

He pointed out the stack seen from Highway 61, and a navy blue building underneath, which contains the air pollution controller equipment; it's the last step of purifying before it's released into the environment, it helps to cool down the gases and also controls the emissions from this building. Once hazardous waste is incinerated, it cools the gases a little bit, but some of it is brought to another building where it's further cooled through an exhaust fan; it's state of the art technology. The buildings are all next to each other and are used for hazardous waste management. To store the hazardous waste, 3M uses semi-trailers, as well as a tank farm, on their property.

John stated the 3M incinerator processes waste from other sites, including Texas, transported by commercial traffic. The onsite trailers were primarily to store hazardous waste in drums at the Cottage Grove facility; those were not on the freeway, so they used commercial HAZMAT trucks to collect the hazardous waste and brought those to the loading dock at the 3M incinerator. Those drums were temporarily stored onsite in semi-trailers, 43-to-53 feet long, primarily stationed at the incinerator for the past 20 years. There were about 700 semi-trailers, but 200 of those have been removed. 3M also used tanker trucks to bring the liquid hazardous waste; if they're not able to use the incinerator directly, then they store them in the hazardous waste storage tanks in their tank farm.

Their incinerator was brand new in 2001, with a very high destruction efficiency of 99.49; it was brand-new technology at the time, required by the Clean Air Act. As Administrator Levitt previously noted, 3M announced the closure of their incinerator in August 2021 and said they would shut it down by the end of 2021, and they did so; it was done in a proper manner. As of February 1, 2022, 3M is using Clean Harbors for their hazardous waste. On April 6, 2022, 3M sent the MPCA and Washington County the full Cottage Grove incinerator workplan; that was required by the MPCA Hazardous Waste Department. When 3M closes the incinerator, they're supposed to submit a closure plan for the agency to review and approve what they're proposing. The 3M workplan is over 3,000 pages, with lots of detail.

Closure Performance Standards: Requirements were already spelled out when 3M submitted the application to the MPCA in 2009, and also when they submitted the application in 2016. Every time there's a pigment storage disposal facility, like the 3M incinerator, they submit an application and also have to submit a plan on how they will close the facility. They said they did not want to close the facility, but everything is spelled out in the application and the permit required. The workplan submitted a year ago is the most recent and most complete. Previously, 3M had submitted a permit application, and in the permit that the MPCA issued, there were descriptions of certain things, hazardous risk management, and 3M will be closed to meet Federal and State standards. The standards will require 3M to close the incinerator and the hazardous and solid waste management in a manner to minimize the need for further maintenance.

The Minnesota rules go a little farther than the Federal rules: When a facility is closed, when they cease operations, we want the agency to terminate the permit or to close it, and the emissions generated from those operations are minimum to the air, land, surface water, stormwater, and groundwater. The Minnesota rules are very clear to both the regulated party, as well as the MPCA, that these operations should be conducted in a manner for safety of all human health and the environment.

Historically, 3M has had so many activities, called solid waste management, which can include landfilling, where they have just dumped their waste; that can be hazardous waste or solid waste, incinerator ash, etc. So, the 3M Cottage Grove site, not only the incinerator complex, has several solid waste management permits that have been in operation since 1948. So, as part of the closure of this permit, the MPCA is required to evaluate each of those units and required to close them properly. The closure plan that 3M submitted to the MPCA and to Washington County, that we're reviewing, are specific to each of the units. For example, a trailer is considered a hazardous waste storage unit, so, how does 3M plan to close each of those trailers in a clean close; this is being spelled out. Or, an underground storage tank, how does 3M plan to close that; those standards have been requested.

One other key part of the closure plan is what's called a Sampling and Analysis Plan (SAP); this is very crucial for MPCA and Washington County to review because this plan possibly dictates how much sampling we have to do. We have hundreds of acres of land there, and how do you do sampling of a particular area; it's all spelled out in the SAP. MPCA and Washington County will work with 3M to kind of narrow down the radius because there are hundreds of spaces at this site. It still has the hazardous waste; is it through the trailers or manifesting operations? So, SAP captures those details: Number of samplings, what to sample for, and the frequency, all those details.

3M closure is a regulated party, so we can come up with a schedule as to when we think they can finish the closure. 3M also gets to arrange for a future use of this site; the future development and use of this site kind of dictates what SAP should be done. Depending on the jurisdiction of the local government of this site, to use a particular property, the SAP has those parameters, such as industrial vs. residential use. 3M can determine the future use of this location.

John stated 3M used the back part of a trailer for storing 55-gallon drums, and they would fit in this part of a metal container tray, the metal liner, and this extends through the body of the semi-trailer. Because they have stayed in one location for so long, they have experienced damage; some of them have leaked from the roof, and then have spilled over onto the 55-gallon drums, and also onto these storage lots. When 3M is trying to decontaminate these trailers, these trailers located in the parking lot were on lease from a company, Braaten. In order to clean them properly under the hazardous regulations, 3M purchased them from Braaten. 3M proposed to decontaminate them, disassemble, and demolish the trailers, which were made of metal, wood, fiberglass, and plastic; there were so many materials in the semi-trailers, so the workplan details to the MPCA how 3M plans to bring each of these trailers into a designated area and try to decontaminate them and clean them. If they cannot do it, they'll take the liner out. So, those are complex issues on which our staff is working with 3M, trying to understand how do they close each of these hazardous waste units.

The next example he shared was the above-ground tank farm. This is a newer tank farm; 3M has had another tank farm right next to this location. As we're reviewing the closure plan, our staff has to evaluate how do each of these tanks get decontaminated. 3M plans to remove all the hazardous waste in any vestibule, from the inside out of these tanks. All of this equipment, any equipment that has the potential to handle that, and the pipes getting the hazardous waste into the incinerator, anything like pumps, valves, etc., each of those has to be decontaminated properly or considered hazardous waste. Then, there's the containment system, where the tanks sit; it's concrete with a coating, and we have to figure out how to decontaminate that. And, then, the soils: Whatever leaked from these tanks, how do they decontaminate the soil, and how much is it, etc., and this is on the very ground for our hazardous waste management team.

The incinerator is very, very tall; he described the various chambers and drums. The temperatures are 1600-to-1800 degrees Fahrenheit. It's an enormous piece of equipment, with inside burners. Our staff and Washington County are reviewing exposure plans; we are wrestling with how does the 3M plant get decontaminated, this is a lot of work, as each of these pieces has movement. He displayed a photo, noting we're not only talking about metal, but there are breaks in this concrete; it could be fiberglass and asbestos in the piping, we don't know. So, we're looking very closely as to what are the materials that the property plans to use to decontaminate, to clean the equipment in case they have to use it again or send it for recycling. Or, the whole incinerator is considered hazardous waste; if so, how would it be sent out from there.

John noted the photos were all taken by 3M; they provided them to the MPCA and to Washington County so we would have this story to share with you today.

There are two pieces of equipment that are really unique to this hazardous waste incinerator, one is unique in the entire nation; it has 55-gallon drums and it's not able to be pumped and so it has other properties. 3M will bring those drums over here and then empty them into this hopper. Once the 55-gallon drum is dumped into that, then there is a tank below with about a 2,000-gallon capacity. From there, after mixing, 3M uses this collection dome to mix different waste from different facilities. So, we have to determine which components could have come with the waste. And how does 3M plan to decontaminate this hazardous waste? Again, because this has been in direct contact with the hazardous waste for at least 22 years since the incinerator has been in operation, staff has to evaluate and look at how to decontaminate this system.

John asked if there were any questions for staff:

Council Member Olsen stated there are several people in this room who were here when 3M decided to bring in outside waste for their incinerator; those people were not thrilled with that decision and fought against it. Ultimately, that decision was approved by the State, so 3M was able to do that. As mentioned tonight, from the time when they started bringing in that outside waste stream to when they ceased, they've had several violations, fines, and different actions taken against them for not managing the process effectively. This process, if not managed effectively, will be very detrimental to the environment. There's a lot of work to do here, and it will require tremendous oversight to make sure that it gets done correctly. We are subject to ground contamination, soil contamination, etc. based on the way that this incinerator's been used for the last 10

years; we had ambient air monitoring that we put into place, in partnership with the MPCA, when this whole thing started to look at some of those heavy metal compounds, etc. because those settle into the ground. They can create all kinds of problems for people. He asked what will the decontamination oversight look like? Will there be somebody there every day, making sure that 3M is following the letter of the law as it relates to the decontamination of all these different parts and pieces of equipment, etc.? Will there be unannounced inspections? How are we going to ensure that this is done correctly? Because the track record speaks for itself, and we definitely want to ensure that the residents of the community, who've had to deal with this situation for the last several years, don't come out on the short end of the stick a second time by failure to actually decontaminate properly.

John replied a week ago Thursday, we had a two-week check-in meeting with 3M, MPCA, and Washington County. During the meeting, it was mentioned that they're back to moving some of this equipment. We contacted 3M, and we were there, along with Washington County staff, a week later, asking questions. The regulation told 3M to prevent movement when the closing plan is still not reviewed. So, we've been to 3M numerous times, and we will be going again. 3M is sending us monthly reports on any activity, any things that they removed from a kitchen or from the dining room, whatever equipment has been removed, we have photographs and logs of activity that's going on, completed at 3M. So, we are either being notified before or after, we're actively involved in reviewing, and also are aware of what's happening at the site.

Michael Ginsbach stated in addition to that, as John mentioned earlier, the SAP of the closure plan and the Quality Assurance Program (QAP) plan, which is another portion of that, compromised the bulk of that 3,100-page document. Those are the things that spell out once 3M has finished decontaminating material, how they're going to investigate all of the environmental material on site: How they're going to look for those releases, the spill that happened historically, how they're going to evaluate the soils to make sure that the material has been cleaned up to a method that's in place. Utilization of the existing monitoring network that's on the site and installation of new monitoring networks to look for some of these releases to groundwater that may be present. The bulk of that is spelling out where they're going to sample, how they're going to sample, what materials they're going to sample; that will be run at an independent, third-party analytical laboratory, submitted directly to the MPCA. His primary task on this is to evaluate that. Craig and other folks in our unit and Superfund, this is what we do; we evaluate contaminated sites, we oversee the remediation, the cleanup of those. We look to make sure that they're able to be used, that we evaluate everything that could potentially be there as part of the processes, operations, both historic and ongoing, to make sure that when we're done with this, it's a parcel of property that can be used for the intended purpose. We use our risk-based standards, our values that are protective of human health long term; these are chronic long-term values that are based on 70 years of exposure, either commercial industrial when you're there for 8 hours a day, 5 days a week, or residential or recreational, where you're there for the rest of the time, when you're not at work. So, there is an abundance of data headed our way. Ms. Adams has been in regulatory oversight for years and years, and all of that analytical data will help to show and make sure that the decontamination of

material, when they're cleaning something off, it didn't spill to the gravel; that will be done afterward, they'll grab a soil sample from these spots, grab groundwater, and compare those against everything that we look at from a risk-based perspective.

Council Member Olsen asked if that included soil samples, etc. from the spills that have already occurred; Michael replied they'd requested all that historical data from 3M. The 200 numbers that John mentioned are also included in that. We submitted comments back, and we received that report almost a year ago. We've been reviewing it significantly, and that was one of our highest-level comments and one of our most pointed comments that's caused 3M to have to kind of go back to the drawing board in portions, as we explicitly requested discrete soil samples from the spots where these releases had happened. Releases of soil are kind of difficult; if it spilled in one spot, it might move through the soil, it might move to the groundwater, it might stick to the clay, etc.

Council Member Olsen stated what Michael just said is what keeps him up at night; it moves, it goes into groundwater, etc. When they proposed bringing in outside waste streams so that this incinerator was profitable, that was a business decision, profit and motive driven. One of the things that Washington County and Cottage Grove brought up was okay, how are you going to ensure that that material does not create exactly what you're dealing with right now. We heard all sorts of guarantees that they were going to take special care and different ways of storing the material, but here we are today; exactly what we hoped would not happen is what happened. The fear is if there's not significant oversight, as it relates to what's going on now with this situation, that that problem will be exacerbated vs. actually being resolved.

Michael stated that's understandable. In the Superfund program where he works, which overlaps significantly with the work that John and he are doing here, we use the phrase "extended magnitude of contamination". That requires a regulated party or a responsible party to figure out how much contamination has occurred and where it's gone. You don't get to draw an arbitrary boundary in our program and say, well, this is where the incinerator was, I guess we're done looking. You have to continue to step out to do these interim approaches to find and see how far it's gone, where it's traveled. We're working on what's called a conceptual site model at the moment, which talks about these multimedia transfers from air to soil to groundwater to stormwater; John talked about where you find the problem, you don't just say there's a problem here, you go out until you reach our standards at the MPCA and the Department of Health standards, for what we consider to be safe on those. It's a risk-based approach for everything.

Mayor Bailey asked Michael how long he'd been with the MPCA. Michael replied he's been with the MPCA for about 5.5 years. John stated he's been with the MPCA for 25 years.

Mayor Bailey asked John if he worked on this when they wanted to expand the incinerator; John replied he worked on the incinerator, but not the permit for the incinerator. He attended the meeting in Cottage Grove, so he sat through the MPCA's presentation and reviewed the Board Meeting presentations, as part of preparing for today. He knew that was a time, from 2009 to 2012; so, he's familiar with the history.

Mayor Bailey stated pardon my language, this is what pisses him off; we were told by the MPCA back when this all came about that there were not going to be any issues, it was safe, they were going to do regulatory checks to make sure that 3M was compliant. In fact, the City of Cottage Grove was so concerned about it that the City and our citizens paid to have an air-monitoring system put in down there to check for what was coming out of the stack. Oh, by the way, the MPCA didn't want us to do that because you were concerned that there were going to be two types of readings; one that you get off of the stack and then the other one, which is what we wanted to do, through an outside firm. So, we're now here; he always wanted to be at this point where the plant was being decommissioned, but now we're hearing that there's contamination and all these issues down there. What he's really asking is where were you guys for the last 10 or 20 years? Why did this get to this point where there's now ground contamination? It's fine to look at the pictures today, it's kind of like the PFC issue. He's just sharing his anger with them because he's had to deal with the PFC issue even before he became mayor, for at least 20 years. Our MPCA partners were saying that everything was going to be fine, that this is a good thing for the environment because it's going to get rid of this waste stream that otherwise could go into a landfill. And he's just letting them know that he's angry about how we got to this point, that there wasn't more being done before we got to this point. Now, it looks like after the fact, we're also now going back to 3M and saying, oh, by the way, you screwed up on all these things. This is more of a statement than a question. It just irks him that we're now at this point, and then as this information starts getting out into the public, then they're going to say, hey, Council, what were you doing? And we'll have to keep rehashing the fact of what we tried to do back when they wanted to expand, where we were against the expansion, and what we were trying to do to protect our citizens, only now to come to find out that there's contamination.

Council Member Olsen stated 3M offered to take law enforcement waste, if you remember; Mayor Bailey and Commissioner Bigham both stated yes, they did. Council Member Olsen stated that was the sweetener that enabled them to get their permit.

Commissioner Bigham stated, with the history that she's seen, 3M keeps getting a pass from the MPCA on deadlines to do corrections. She asked if there were benchmarks and deadlines to decommission this and the steps to do this? Are they hard and fast, is there a Memorandum of Understanding (MOU), is there something binding that says a time certain of when these different areas have to be decommissioned? Are you planning quarterly meetings to meet with the City to have status updates on the remediation efforts and kind of the plan to drawdown? If so, she'd like to be included on those meetings, as well as probably our State legislators.

John stated regarding the benchmarks, deadlines, and something binding for the agencies, there are no deadlines. We want to review the workplan thoroughly, to be able to understand, and if we believe that what has been proposed meets the intent of the regulations, the application, the permit, and the workplan, then we can grant approval of those operations. There are certain parts that got partial approval in the body of work; for example, decommissioning the trailers, so that people can access the storage lots to sample. Right now, they're all sitting in about nine storage lots.

Commissioner Bigham asked if he was then going to go and make sure the trailer is gone and X that off and initial it, date it; is that how that's going to work?

John replied yes, ma'am. The proposal is reviewed, we send it back with comments. So far, we're just literally discussing all those steps. Right now, there are no deadlines. We are doing those, again based on the body of work. For example, the tank farm, we need to see if we can figure out how many tanks are there, how can 3M decontaminate; the same with the trailers. So, we're doing partial, rather than waiting for months or years it takes to really review the entire body of work to keep the operations moving. That is the agency's plan at this time. Secondly, we'll talk to the supervisors to figure out status updates, meetings, quarterly or whatever time period.

Commissioner Bigham told Mayor Bailey and the Council that she would never tell them how to do their job because she wouldn't like it if they did the same to her; but if she was in their shoes, she would be asking staff to work with MPCA to get an MOU between 3M and the MPCA, and maybe the City can be a party to it to have a phase out of the deadline, like get it agreed upon. The longer this stuff sits there, the more it's going to go through; so, she wouldn't be satisfied with that answer that there is no deadline of when this has to be done. If she were in a situation like that, that's what she'd be asking. She could ask her own staff to see if that is possible to work with them as well, on anything that they want to provide insight on to that timeline. She honestly thinks it's kind of unacceptable that the MPCA is not having a deadline to have this removed once it's been established it's being decommissioned. There should be a drawdown deadline, timeline, that this will happen, to have it completed.

Samantha Adams stated there have been several questions, and she'd like to address a couple of them. As far as the historical decisions made, she doesn't think our staff are prepared to address that today, but we can look into it more if there are more questions about that and/or with our AERA team, which is a different unit within the agency.

As far as the authority to enforce this and to properly do this, in the beginning, John referenced our hazardous waste permit, our permit for the site. The closure plan is an enforceable component of that permit; so, in having the closure plan, the 3,100-page document, is an enforceable component of that permit. So, the timelines and the work within that plan is enforced through the RCRA permit, which is a Federal permit that we are delegated to issue and to enforce.

Regarding unannounced inspections, that is always something in our repertoire; so, with our compliance and enforcement unit, that is always something that is available in the agency.

As far as timelines, she thinks one of the things that gets lost in the work that we're doing, is these things are connected to one another. Looking at the scope and the magnitude of this, when we're sampling, we're looking, and we're expanding that; so, putting a timeline to say you have to be done with it, when this potentially could go bigger, as far as we need to sample here, but now we need to sample there. If you say this has to be done by May 2024, and our sampling is still ongoing, and the SAP that is an enforceable component of the closure plan is ongoing, it's really hard to say now you have to stop, you have to have this done. We want to make sure through the proper

evaluations that we get it all; that we evaluate whatever is out there, so we can actually address what's out there. So, that's one of the challenges that we're facing is a timeline. As we move forward, you'll see some of these questions be addressed. But that's really why it's hard for us in the closure process to completely decontaminate, evaluate, sample, analyze, and then take that stuff out far enough, so we can say that we've met the limit of the residence, or you met the limits for that use, when we have to know the extent and magnitude.

Council Member Khambata asked for the types of hazardous waste that the MPCA is aware of on the site, is it strictly toxic or corrosive or reactive, or is there any radioactive waste or anything else that might be of concern? Michael used the term Superfund; what qualifies a site as a Superfund site? Is this site at or near what qualifies a Superfund site? More importantly, who's paying for all of this remediation? And what tangible accountability measures do we have as the affected community? He stated those are his questions, but some of those might be answered as John continues.

John replied 3M's formulations in North America vary greatly, some of them are corrosive, reactive, or ignitable. When 3M shoots the waste into the incinerator, they're required to develop what's called a waste profile; that can be either a D, P, or U, whatever indication of the type of waste. He's not sure if there was any radioactive waste, but any types of hazardous waste, under the rules, would have been from manufacturing and would have been incinerated.

Michael stated when he says Superfund, a Minnesota Superfund comprises three distinct programs: 1) The Federally listed, the national priorities list; those are the ones the EPA is involved in. 2) The Permanent List of Priorities, called POP, that's at the State level; those are sites where there's no solvent, responsible party, there's no one we can find who actually caused the release. 3) Cooperative responsible party, which is where we know who caused a release, what had gone on throughout here, and they're on the hook. Minnesota is what we call a polluter-pay state, so the remediation work that we're talking about here is being funded by 3M under that work. He'll use the phrase Superfund referring to this site as well because it's been a State-led Superfund site, it's been under our oversight, in Craig and his program since about 1984; that was primarily related to old volatile organic compounds, PCP, dry cleaning chemicals, releases from their production facilities back then. In addition to being the technical lead on the incinerator closure, he also works on their Superfund part of it.

Council Member Khambata asked if there was still anything buried in the ground there, as far as landfill waste; Michael replied John will talk about that.

Council Member Dennis stated Council Member Olsen had asked a number of questions, one of which had to do with onsite oversight and management of this process. He didn't believe that that was adequately addressed. Also, as he looks at this, he doesn't think there should be a single individual who's vested in this process sitting in this room right now who would not be wholly disturbed by the fact that we would allow the actor who caused all these problems to be responsible; he thinks that's what he heard, that they would be allowed to go and lead the effort on the cleanup and processing of this material, and then only have the MPCA there periodically stepping in,

monitoring, looking at it from a 30,000-foot level, as opposed to being on the ground and actually having hands-on oversight and monitoring of this. This would be like inviting T-Rex into the chicken house; that's ridiculous. If you look at what this company has done, if you look at the history, if you look at the number of violations, if you look at the result of what history records for this area, they have poisoned our land. He can't trust them; he doesn't think anyone in this room can. We need you guys, and if this Superfund, if it's at the level that you say it is, big time, let's put together a plan so that you can actually have somebody here as a representative of the organization(s) to be on site, monitoring and watching and managing this process as it goes along. He doesn't care what the costs are, it has to be done because it's the right thing to do. He doesn't believe that we can trust 3M; they've hidden information in the past, they've not been forthright, they've had a tremendous number of violations, historically, and again, like Mayor Bailey said, we're sitting here as representatives of the people and protectors of our community. We want to ensure that we get the best possible outcome for everyone. He knows in their hearts that's what they want, too, but he's challenging them to find a way, make it happen so that you are hands on, not just monitoring from afar or coming in periodically, taking measurements or taking their data and overlooking it. We want to know that you are actually managing the process.

Council Member Thiede stated it sounds like this is an extremely huge problem, but he didn't see any figures saying what is the magnitude of the problem.

Council Member Olsen asked if that's even known at this point; Michael replied not at this point.

Council Member Thiede asked if we're overreacting; there might be a couple little spots of stuff and that's it. It seems like everybody's just up out of their chairs and hanging from the lights, screaming and shouting, and we don't know the magnitude of the problem.

Michael stated he thinks there needs to be a separation of the closure of this incinerator and the decontamination and the decommissioning of this incinerator; that's happening under the permit, to do the analysis of that material as it gets broken down and removed. If there have been any releases from the trailers, to make sure that we have a real good understanding of how much, has it moved past the area; and we need to separate that from the contamination that's occurred out there from 1948 up to the 1980s and after, and that's where the Superfund issues and cleanup come in. There is contamination out at this site, its got a long history, so there's a lot of work to do to define the extent and magnitude of that contamination, and make sure that we have a good handle on it, and understand how they're going to move ahead and clean up all that stuff. He just wanted to draw the distinction here between closure of this unit and the releases that have occurred at this property for a long period of time.

Council Member Khambata asked if the MPCA has any indication, you said there was about 200 trailers left there? John replied there were 700 trailers, and then we received a workplan for decommissioning 500 out there.

Council Member Khambata asked, so, there will be 200 remaining when all of this cleanup is done? John stated no, 3M is evaluating if they are road worthy, they can

send them to another facility to reuse, but at this time, they are not planning to demolish or decontaminate them, but at least 500 of them will be decontaminated and demolished.

Council Member Khambata stated so they determined that at least 500 of the 700 trailers had deteriorated to a point where they're not road worthy; John stated that's correct.

Council Member Khambata asked of those 500 trailers that are determined to not be road worthy, is there any indication of how many of them may be leaking chemicals?

Council Member Olsen stated they've been fined, they've had action taken against them, they've done some self reporting, and they've also had inspections that resulted in violations for leaking chemicals over the last 12 years.

Council Member Khambata asked is it 10% of the trailers are problematic, or?

Council Member Thiede stated we need some facts and figures.

Samantha stated our compliance and enforcement staff works on any open cases; these gentlemen are our regular closure and permitting staff. So, if there are additional questions about the compliance and enforcement or the history, we'll have to address that at a different time.

John stated he mentioned earlier that on the complex, each of these numbers represents what's called a solid waste management container. Historically, 3M may have had a landfill or ash pile or a cooling water pond. So, these numbers represent historic activity that has happened, that the hazardous waste permit is required to list them. When we're planning on closing the incinerator or terminating these incinerator permits, each of these have to be validated. The incinerator is down here, but the rest of all of this property has to be looked at, either by sampling or other means, to figure out if it can meet the current standards of quality environmental media on those units. As you are aware, some of this is really close to the banks of the Mississippi River and also are very close to the waste water treatment plant.

Challenges for this Closure Plan

- A trailer is different than a tank, which is different than a trailer, etc. So, staff has to pay close attention to which hazardous waste unit we're talking about, how to decontaminate whatever materials: Metal, wood, fiberglass, whatever else. That makes it really unique and complicated. There is very limited guidance available at the State because this is such a hazardous waste site downriver, with an incinerator; that's not common.

- Some of these units have undergone ash exposure, historically, and when we find exposure, we have to really understand the history that has happened in the 1970s and 1980s, earlier, and to figure out how to close each of those units. This is very hard for 3M as well as the MPCA. There are different materials when you're taking the incinerator metal apart, for example, those combustion chambers. How do you manage the solid waste, the hazardous waste, the metal for recycling, the soils. It's really crucial and critical for us to understand how that needs to be managed.

- Sometimes 3M proposes something, and then they go to the contractors, and then they get their decision and say, oh, we can't do it this way; so, we have to change

our plan. Previously, 3M told us they were going to get a temporary shelter and bring those 45-or-53-foot trailers and move them. They asked for a Request for Proposal (RFP), and they said, no, we're going to use the existing facility, which is building something new, so asked if we could authorize the work. So, we lost five months of time because the permittee now wants to propose a change to what they told us.

Timeline

John said this is a draft timeline proposed by 3M, and we as staff can only talk about anticipated MPCA approval of the workplan. We're hoping the first thing will be the semi-trailers, as mentioned, about 500 of them; we're hoping to approve the workplan, and this kicks off the project for 3M to do an RFP for contractors. Once they get those back and award the contract, then the actual work begins. Even though we may approve semi-trailers and the tank farm decontamination, etc., the work may not begin immediately because this work has to be given out to different contractors.

Closure Next Steps

Staff at both MPCA and Washington County think as soon as 3M makes an effort to get approval of workplan for these trailers and tank farms and hopefully storage lots, then we think the next phase will be closure of the incinerator and the other buildings.

We know the incinerator is a huge building with multiple components, so we're expecting that will be the next large priority of work that we will be reviewing and approving. As he mentioned earlier, certain parts of this 3M incinerator complex will be used for decontamination and decommissioning and demolition. Once 3M is done with decontamination, etc., then we have to close both particular parts of the incinerator and make sure that there is no contamination in there. Currently, even though the incinerator is not generating any waste water, there are waste water components still in place, and 3M might use them for some of the ongoing decontamination operations. Going in sequence, the next step will be the closure of waste water treatment components. The final large part will be the closure of the solid waste management units; there are about 15 of them.

Once the regulated part of 3M is done, all of it, 3M is required to send a full closure report to our engineer, certification to the MPCA, and then we will go through it tactically, one by one, area and unit, all over. Once the MPCA approves it, that's when it is considered closed. Before it gets to that point, we also need to evaluate this hazardous waste permit, if it's the right tool or is there like a Consent Order, or whatever else is the proper tool for this site. Also, the MPCA believes in what's called an Institutional Control; it's like a deed restriction for the future use of this land. So, those are the next steps we see in terms of steps to review, approval, as well as activities at 3M. John stated that's the plan he has to share tonight, and asked if there were any questions.

Mayor Bailey stated the frustration of people, like himself, who have been through this since the beginning, it feels like we're letting 3M kind of dictate the parameters. There are certain things he remembers because he was very passionate about it back when, with the air monitoring, etc. and the expansion was on there; one of the things that was mentioned was the storage of the product. Where was it going to sit, how much was going to be there, who was going to maintain it and make sure that leaks didn't happen?

And now what's happening, as we've heard today, is that there are maybe 500 trucks or 200, whatever number you want to use; like the picture you showed, it looks like there has been something that maybe was leaking out of the truck, which I know is what you guys are trying to do, and then you're going to check on the ground. His question is how did it get to that point? How did it get to the point if you were out there looking and you're out there working with them on this enforcement process? How did it get to the point where we're now coming in, a year after its been decommissioned, and we're now discovering these things? That's his question for whoever wants to answer it.

Samantha replied one thought is there's multiple facets to it; there's the compliance and enforcement facet, and the actions that have been taken and/or may be open. Compliance and enforcement within the agency, those are our inspectors; they're the ones that are on site, asking did you comply with your permit? Did you comply with the Minnesota Rule, State Statute, etc.? That piece has been happening and ongoing, and a current part of the work that happens. This piece is the closure, it's the removal. As far as the inspections by the compliance and enforcement unit, if they were sitting here with me, I would be happy to let them talk about what they could talk about. She was a hazardous waste inspector for many years, and so that work is evaluating that on an ongoing basis; that's all facilities across Minnesota. And so this closure work is to come in and so maybe they did enforcement, and maybe they evaluated that, and the closure work is to say, okay, we're taking this away; we're not going to let you do it without doing it properly and making sure that it's protective. So, as far as the fox watching the henhouse, she wants to say that the sampling and the analytical and all of that with a third party is a valid way to say that has to be evaluated this way, and we have to know that this is being closed properly. So, she doesn't have all of the history to be able to fully answer those questions, she wishes she had the whole litany and she could be even more detailed for you. She can tell him that the staff that we have working on this, the reason why you're seeing these timelines and you're seeing these efforts is to make sure that this is properly addressed and cleaned up before anybody walks away or stops doing anything. She can say that with the work that they're doing.

One other thing she commented on was the request for quarterly meetings from Commissioner Bigham; that is something that we can bring back and talk to our upper-level leadership about, and she's taken some notes to be able to do that after this meeting. She will have that conversation with them.

Mayor Bailey stated that would be good, and to be honest, maybe it's a meeting with the commissioner; because the commissioner was involved and was at meetings with us many years ago, and was one of the people who said everything's fine, everything's going to be great, you don't need to do all this stuff. And then we're at this point today where now you guys are left to do the cleanup. So, on the enforcement piece, that's what makes him angry. What would cause the MPCA to say you're done? Like, is there a certain amount of violations?

Samantha asked if he was talking about closing the facility; Mayor Bailey replied yes, the fact that there have been violations, even in what's going on right now, we didn't know about some of these issues. As a matter of fact, to be frank with you, as he looks at the timeline here, he and our City Administrator had 3M reaching out to us, saying

we're trying to get this thing closed, and you guys are holding us up, okay? I'm just telling you that's how it is; so, what's interesting is he's looking at their timeline and 3M's timeline are fairly close, so he's not sure where that's all coming from. Administrator Levitt was at the same meeting and heard them complain. If it's taking the stack down, he totally understands that you want to make sure everything is cleaned up on the site, and that's what he wants. But that's what we're hearing from 3M, which is why we want to hear it from you. What he's sharing with them is just that you're dealing with the aftereffects; he's more angry at how did it get to the point where now we're having to deal with possibly contaminated soil and things like that, when we were told that there were a lot of processes in place to make sure that that didn't happen.

Council Member Khambata stated he's really questioning how does a repeat offender be allowed to continue to self report? People are there periodically, but if they have a spill, he's assuming they have to disclose that, right?

Samantha replied yes, dependent upon the spill, you have to call the duty officer and there's very specific steps that you have to take.

Council Member Khambata stated but if they have a track record of contamination, isn't it reasonable to assume that they might not be proactive?

Samantha replied they're required by State Statute to do it, but if they don't do it, then they're in violation of Minnesota State Statute. So, every company in the State of Minnesota has to report spills.

Council Member Khambata stated there's a 60-year history of contamination, so can we assume that the State Statute maybe doesn't have as many teeth as it should?

Samantha replied she'd have to talk to the legislators. Mayor Bailey stated he agreed, it's not her, and it's a legislative thing. Samantha stated she's not trying to be glib; she's just saying that is the standard in Minnesota for spill response.

Mayor Bailey stated from a takeaway standpoint, she's going to take some of the notes back and talk to them; he would also recommend that Administrator Levitt be included.

John stated before we move on with the trailers, he wanted to mention that there is only one other state, North Carolina, that had allowed semi-trailers to have hazardous waste in them, and they had about 14. So, this is a very unique situation; supposedly it was temporary, so he doesn't know how it went on for decades. We're now dealing with over 500 of them.

Mayor Bailey apologized for interrupting John, but he gets it. To his point, and you said how did it get to 500 or 700 trailers? To him, that's more of a question for the leadership than you guys. And that's what he's looking for, so when he says your administrator, he actually would like, and he knows Samantha will take it back, is to get the leadership of the MPCA to have a meeting with the Council so that we can voice our displeasure but also make sure that there's an understanding of what our expectations are. He knows the gentlemen here tonight know, and he knows they'll do their best to clean up the site to a level that it needs to be. At the same time, he wants to make sure that they're very clear and concise with the unfortunate issue of how much; again, there's a distrust, there's a distrust because of the PFC issue and then now we have the

incinerator issue, and there are just so many things that are kind of snowballing. We feel like we have no control on stopping it or to rectify the issue in as quick a manner as we possibly can. So, that's his comment.

Samantha addressed two things: She knows you guys have other places to be and our time tonight is short. As far as closing a facility, we're very bound by the Code of Federal Regs and the Statutes and the Rules. So, if they're following those, and they're meeting their permit conditions, it's very challenging to just close a facility. She's only ever known one, and that was a feed lot, and that was like an act of unbelievable proportions to do that. With that being said, what would it take to close 3M? She doesn't know; that's her answer.

As far as follow up and additional work, she said we'll do that.

Administrator Levitt stated she is confident, as Samantha's team has been working really hard on this with the level of detail. We'll figure out a way to have those regular communications and check-in available to report to you. She's confident in Samantha's team and what she's got going here, that they're doing a very thorough job. So, back to our original issue with 3M and the response time, she thinks it's just following the level of diligence that they're going through to ensure that every valve, every piece of pipe is decontaminated and addressed appropriately; so, they're not rushing that component. So, we will work to get you a detailed schedule on those updates.

Mayor Bailey thanked everyone for their attendance tonight and thanked the MPCA for their presentation.

4. ADJOURNMENT

The meeting was adjourned at 6:51p.m.

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



City Council Action Request

7C

Meeting Date	5/3/2023	
Department	Administration	
Agenda Category	Consent Agenda	
Title	City Council Meeting Minutes - April 5, 2023 (Closed Meeting)	
Staff Recommendation	Approve the April 5, 2023 Closed Meeting minutes.	
Budget Implication	N/A	
Attachments	2023-04-05 City Council (Closed Meeting).tif	514.23KB

MINUTES

COTTAGE GROVE CITY COUNCIL April 5, 2023

St. Croix Room
12800 RAVINE PARKWAY SOUTH

CLOSED MEETING – St Croix Room (Closed Meeting)

1. Call to Order

Mayor Bailey called the Special Meeting to order at 9:02 p.m.

2. Move to Close the Meeting

A motion to close the meeting pursuant to Minnesota Statutes Section 13D.05 subd. 3(b) for attorney client privileged communication to discuss annexation of the Holcim property and potential litigation was made by Council Member Olsen at 9:02 p.m. and seconded by Council Member Khambata.

3. Move to Open the Meeting

A motion to open the closed meeting was made by Council Member Olsen at 10:09 p.m. and seconded by Council Member Dennis.

4. Adjournment

A motion to adjourn the April 5, 2023, meeting was made by Council Member Olsen and seconded by Council Member Khambata.

The meeting was adjourned at 10:09 p.m.

Minutes were transcribed by Tamara Anderson, City Clerk.



City Council Action Request

7D

Meeting Date	5/3/2023	
Department	Administration	
Agenda Category	Consent Agenda	
Title	City Council Meeting Minutes - April 5, 2023	
Staff Recommendation	Approve the April 5, 2023, Regular Meeting minutes.	
Budget Implication	N/A	
Attachments	2023-04-05 City Council Meeting (Regular).tif	24.86MB

MINUTES

COTTAGE GROVE CITY COUNCIL

April 5, 2023

**COUNCIL CHAMBER
12800 RAVINE PARKWAY SOUTH**

REGULAR MEETING - 7:00 P.M COUNCIL CHAMBER

1. CALL TO ORDER

The City Council of the City of Cottage Grove, Washington County, Minnesota, held a regular meeting on April 5, 2023, at Cottage Grove City Hall, 12800 Ravine Parkway. Mayor Bailey called the meeting to order at 7:00 p.m.

2. PLEDGE OF ALLEGIANCE

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

3. ROLL CALL

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

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

4. OPEN FORUM

Mayor Bailey opened the Open Forum, and asked speakers to limit their comments to three minutes.

Bonnie Matter, 6649 Inskip Avenue South, Cottage Grove, stated she would greatly appreciate it when City staff makes a presentation in the future, that they state their name and the city and state that they are from. She has to do it, so she would appreciate it if staff could do it, not their address, just the city and state.

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

5. ADOPTION OF AGENDA

Mayor Bailey stated Council Member Dennis wanted to add something to the Consent Agenda, and Mayor Bailey would speak about a Closed Workshop this evening.

Council Member Dennis requested to add Item S to tonight's Consent Agenda, to ask our City staff to provide a detailed SWOT Analysis, related to the petition filed by Holcim on March 16, 2023, for annexation of 119.5 acres in Cottage Grove, in preparation for the April 19 public hearing. A SWOT (Strengths, Weakness, Opportunities, and Threats) Analysis is an analytical tool to map positives and negatives that will lead up to best outcomes for planning purposes. It's a tool used by many organizations, businesses, and government entities to help map out a picture that will lead to informed and positive decisions. He asked staff to intrinsically forecast any and all foreseeable current and future costs to our City so that we can understand the financial implications, should Council decide to accept the application for annexing any portion of Grey Cloud Island Township. Because it's been intimated by the applicant that they may seek to apply to add up to 120 acres of land per year for annexation, he would seek an analysis to look at the long-term considerations relative to future operations and maintenance costs that the City would undertake. Essentially, what burdens will we face if Grey Cloud Island Township goes at this in a piecemeal process; or if at some point they come to us and say we're going to seek that you take on the totality of our community, we would be in a position where we would have to make some decisions. If they were to lose a substantial amount of their taxbase and become insolvent, there could be a potential that we'd be tasked with annexing their entire community if they were to make that application with us. For consideration in this SWOT Analysis, he asked: What ballpark amount of tax capacity could we expect, and what would it cost us to fund core levels of government service for that community? Would these costs be equal to, higher, or lower with our current average tax per capita numbers for our residents? How might that impact us? What he's really seeking here is an opportunity for us to have this be mapped out in such a way that gives us a really good opportunity to make an informed choice. He thinks that's fair and without anybody tipping a hand, whether they're pro or against; we just need the data and facts so we can analyze that for the present and future. This Council has always taken pride in making decisions to stand the test of time. He stated if this is approved to add this to tonight's Consent Agenda, that means there would be no public testimony received at this meeting on that topic because the topic itself would be on the Consent Agenda.

Mayor Bailey stated there will be an opportunity tonight, since we've not previously had any conversations about this particular subject, to have a Closed Workshop at the end of this meeting for attorney-client privileged communication, per Minnesota Statute 13D.05, Subd. 3(b) to discuss the annexation of the Holcim property and potential litigation.

Mayor Bailey stated Item S will be added to the Consent Agenda at Council Member Dennis' request with a motion and a second. As part of the approval process, he's asking for Council to go into a Closed Workshop at the end of this Council Meeting.

Council Member Olsen made a motion to add Item S to the Consent Agenda; second by Council Member Thiede. Motion carried: 5-0.

Mayor Bailey confirmed with City Attorney Korine Land that we just adopted the agenda, so we don't need to do that again, as we normally do.

6. PRESENTATIONS

A. South Washington Watershed District Presentation

Staff Recommendation: Receive presentation from South Washington Watershed District.

Matt Moore, Administrator of the South Washington Watershed District, stated the Board asked him to give the City Council a brief update; he'll speak about things they worked on last year, things they're working on this year, and a few local interests for Cottage Grove. Manager Doucette and Manager Stephens are also here tonight, with Manager Stephens newly appointed; both are from Cottage Grove.

Last year, we did an internal reorganization; John Loomis is our Deputy Administrator, and we hired Kyle Axtell to take over a lot of the project work. We have a good staff and many projects, four of them this summer.

We're now focusing primarily on water quality; two projects, in Woodbury and Newport, will take place this summer. We're trying to leverage their dollars with city dollars; we're doing contracts and agreements with cities to do Operation & Maintenance (O&M) of those facilities, which is working out very well. We also did a couple water quality projects in St. Paul Park last year.

We're also increasing support for deicing; as Public Works Director Ryan Burfeind knows, we're working on getting a deicing control to the cities, primarily the electronics on the trucks, so are focusing on that. We're also working on enhancing street sweeping and will be rolling that out this summer in Woodbury; hopefully, if it works pretty well, we can come to Cottage Grove and try to talk staff into doing it here as well.

For a brief time, we were engaged with the Mississippi River, Representative McCollum is reintroducing a bill that will bring dollars to the Mississippi River; we're hoping, if that legislation passes, we'll be able to get some more dollars to do things around the river.

We've also been involved in the EIS Analysis of the backwater mine; that project is baffling.

We've also been very involved in the Lower St. Croix Watershed Plan, which is in the eastern portion of our district; that allows us to access State clean water dollars to do projects for the St. Croix River and Lake St. Croix.

For 2023, we're reengaging our Citizen Advisory Committee (CAC); so, if anybody is interested, give our office a call. We can always use another person and ideas; we're looking ahead to the next plan update, which will start in 2024, so the CAC will be up to speed by then.

We'll continue our water quality work; this summer we'll be constructing BMPs at 16th and Cedar in Newport. We're looking for opportunities to utilize park land where we

can, to put in more water quality treatment. We're also planning on some work in St. Paul Park, and of course expanding the street sweeping; we hope to start expanding that program because it's by far the best effort to clean up stormwater. We're also planning to re-survey the Grey Cloud Channel this summer; that project was built down there a few years ago.

Local interest to Cottage Grove is of course the coordinated Capital Improvement Program (CIP); there were two applications from Cottage Grove this year. We'll also continue the work with the irrigation controller program and also the work at Hamlet Park. Also, at 65th and Geneva, on the border with Newport, the ravine going down the hill; we've been working with Washington County on that, so hopefully, something will come out of it sooner or later. Administrator Moore stated he'd be glad to answer any questions.

Mayor Bailey stated regarding 65th and Geneva, many of our citizens travel that way, and we've heard a lot of comments about that particular stretch of roadway and some of the traffic challenges and the stormwater runoff. That one is important for this Council, as it definitely will affect the citizens of Cottage Grove.

Administrator Moore agreed and stated Washington County has now put in their plan of when they're going to construct it, using the sales tax that they were able to get passed.

Council Member Olsen asked if there were going to be doing any raingarden programs this year; Administrator Moore replied we still have the program, but now we try to steer most of that work through us to the Conservation District, so they handle that program now. If anybody is interested, they can give our office a call, and we'll get them set up.

Mayor Bailey thanked Administrator Moore for his presentation, and stated we appreciate the partnership that they have with our community.

- B. Spring Flood Preparedness and Response Presentation
Staff Recommendation: Receive presentation from Emergency Management Planning team and respond to questions.

Mayor Bailey stated Gwen Martin, Deputy Director of Public Safety-Police Captain, and Director Burfeind will speak on this.

Captain Martin stated our presentation will be brief. She pointed out a couple of areas that we focus on: The River Acres neighborhood sees a lot of ravine flooding in the Spring, and the two access points to Grey Cloud Island, which are the Grey Cloud Trail bridge and the Grey Cloud Island Drive causeway.

Director Burfeind spoke about what river gauges we look at, because there's not a river gauge in Cottage Grove, and also how the river reacts; it's a little different in Cottage Grove than other cities, like St. Paul and Hastings, which are more on the river channel. We look at the Hastings gauge; from all the history we have, what's happened in Hastings we can then extrapolate to what's happened in Cottage Grove. What's unique is it's really more of a lake next to Cottage Grove because we're north of the lock

and dam; so, as those river flows increase and we start to see St. Paul going up and Harriet Island going underwater, you can go to Grey Cloud Island and nothing's changing because they just continue to release from water through the dam. Until Hastings gets to that 13'-15' range or above, that action stage is where we'll see any movement in our river level. While other cities may be responding, if you go to our bridge, nothing has changed. Water has to reach a certain level and basically reach the capacity of the dam, and then you'll see our river level start to go up. Because there's so much flood storage, such a big area down there, it still goes slower than what Hastings does. So, it can be a little anticlimactic for us because there's just not a lot happening; it just takes time for that to happen.

Captain Martin displayed overhead photos taken by our drone this week of the Grey Cloud Island Drive Causeway and the Grey Cloud Trail bridge; the water levels were normal.

Director Burfeind stated in terms of our actual Flood Outlook, the Mississippi River, downstream from St. Paul, has a definitely elevated chance for major flooding, as does Stillwater on the St. Croix River. There are three levels we use Action Stage, Moderate Flood Stage, and Major Flood Stage: Those correlate to specific descriptions the National Weather Service uses, and we also have those levels set in Cottage Grove. There are three main areas of concern in Cottage Grove: 1) The Grey Cloud Trail bridge; when the water gets to 691', we have to close the bridge. 2) The River Acres neighborhood, as homes there can get flooded. 3) If the water goes over the Grey Cloud Island Drive Causeway, the second fill, that's when the Grey Cloud Island access is severed.

Right now, looking at the Flood Outlook, there's definitely a chance that the Grey Cloud Trail bridge could close; there's about a 60% chance of that. However, there's a very low chance of water going over the Grey Cloud Island Drive Causeway; that's really where Grey Cloud island is severed from access, which is a much bigger concern. Anything could happen, we could get a lot of rain upstream and we could have that major flooding. We'll continue to monitor, as things can certainly change, but at this point, it's more the Grey Cloud Trail bridge where there's that potential concern of closing and then having to route all the traffic on the causeway.

Captain Martin stated our Emergency Management Planning Team is always thinking about Spring flooding, as it affects Cottage Grove every year. We've been meeting biweekly since February 2 to make preparations for anything that might need to happen. If and when floodwaters approach dangerous levels, we'd meet more frequently, weekly, then up to daily. Accomplishments to date:

- Our Communications Division created a Flood Preparedness and Response webpage with a lot of good information for residents.
- Updated some Flood Risk maps from our GIS Department.
- We've sent two letters to residents of Grey Cloud Island and River Acres Road.
- We've also prepared for volunteer recruitment coordination management to start thinking about sandbagging; previously, All Saints Lutheran Church has been responsible for that, they stepped up and wanted to take that on. However, this year they said they just couldn't do it for multiple reasons. There are many of them that would love to help, but they just can't take on the management and coordination. So, we

started planning for one of our departments to do that, to take that on, and we had plans all set up, ready for volunteers to come in and sandbag, do production, and we would deliver them down to River Acres Road; the residents could call, tell us what they needed, and we'd do what we could to facilitate volunteers to potentially help with whatever else the older folks needed.

- At this point, our GIS Department put this map of a 692-foot line together, which is what we hit in 2019; right now, the residents have about a 25% chance of meeting or exceeding that level. We did not have a large ask for sandbag help, so we did not go forward with the volunteer days of making sandbags, but we've got that plan in our back pocket should things change.

Director Burfeind mentioned the biggest effort for sandbagging in River Acres was one home that had a walkout-style basement; each year when the river came up much at all, they had to get about 3,000 sandbags for their home. In the past year, they have actually built a flood berm out of clay, with just one small opening out the walkout, so it's very easy to just put a small number of sandbags and now they have that flood protection. So, that was a key change; we don't really need to do the 3,000 sandbags anymore, now it's only a couple hundred. That home is no longer in the same type of risk that it was in the past. He stated they'd be happy to answer any questions.

Council Member Khambata asked if this property owner had consulted with the City on the development of that berm, or did the City request that they build the berm? What gave the owner of the property, which had previously been susceptible to flooding, the idea to do that now?

Captain Martin replied when she went there and spoke with the current resident, Salvador, he said that the previous property owner had built that berm after being subjected to floods. Salvador has only lived there for a couple of years, so we're not sure exactly what happened and how that berm was constructed.

Mayor Bailey thanked both Captain Martin and Director Burfeind for the presentation and sharing that information with the public. Hopefully, we won't have to worry about it this year.

C. Autism Awareness and Acceptance Month Proclamation

Staff Recommendation: Receive a brief presentation from Public Safety on autism training and two initiatives for autism awareness. Proclaim the month of April 2023 to be designated as Autism Awareness & Acceptance Month.

Pete Koerner, Public Safety Director, stated he's aware Council does many presentations throughout the year, but the City Council has been doing the Autism Awareness & Acceptance Month proclamation for quite a long time; he thought it started in approximately 2011. Cottage Grove Public Safety has been very active in continuing education awareness training for autism, and he's really proud of our team as we're ahead of the game. All of us are touched by autism through family members and

friends, and acceptance is not just the Public Safety Department; it's really Citywide. He thinks the proclamation speaks volumes as to how our City is operated. Our Public Safety Board is always looking for ways to raise money; so, they are selling Public Safety autism patches in the Police Department lobby, \$10 each, and all proceeds go to the Public Safety Board for training of our officers. Sergeant Van Halanger of our Police Reserves designed a license plate for our squads; when this month is over, the license plates will be keepsakes for the officers, who will reimburse the cost. We're one of the first Departments that has really taken this on, so it's something for us to be proud of. He stated Council Member Olsen would now read the proclamation.

Council Member Olsen thanked Director Koerner for his comments. He stated he and his wife, who are parents of a son with autism, are extremely grateful to the entire City, the Public Safety team, and the Public Safety Board for embracing autism awareness and acceptance. This training speaks to the leadership of the City and the Public Safety team, in terms of recognizing that there are more and more people diagnosed with autism every single day. We need to be aware of what their idiosyncrasies could be. The Public Safety Board also provides free window stickers for a residence to designate that somebody with autism lives there; if there's an incident, whoever is responding will understand that there may be somebody there who may not respond to verbal commands or may be nonverbal themselves, etc. He complimented Sergeant Van Halanger for also doing such a great job on the license plate design.

Council Member Olsen read aloud the Autism Awareness & Acceptance Month Proclamation. He stated it says 1 in 44 children has Autism Spectrum Disorder; in Minnesota, that's 1 in 36. When his son was diagnosed 19 years ago, those numbers were 1 in 150. So, it just goes to show you that we're getting much better at diagnosing and recognizing that this is a much more prevalent situation than it was even then.

Council Member Olsen made a motion to proclaim the month of April 2023 as Autism Awareness & Acceptance Month in the City of Cottage Grove; second by Council Member Dennis. Motion carried: 5-0.

7. CONSENT AGENDA

- A. Approve the March 15, 2023 City Council Regular Meeting minutes.
- B. Approve the March 15, 2023 City Council Special Meeting minutes.
- C. Authorize issuance of a temporary intoxicating liquor license to the Cottage Grove Lions Club for Kingston Park on June 15-17, 2023, and Lamar Softball Complex on June 17, 2023, in conjunction with Strawberry Fest.
- D. Approve the issuance of rental licenses to the properties in the attached table.
- E. Appoint Derek Rasmussen to the Planning Commission for a 4th term ending on February 28, 2025.
- F. Appoint Jenny Olson to the Public Services Commission.

- G. Accept the Certified Local Government Scholarship Grant in the amount of \$795.48 from the Minnesota Department of Administration State Historic Preservation Office.
- H. Authorize Public Safety staff to explore and apply for the U.S. Department of Justice COPS hiring grant.
- I. Authorize Public Safety to apply for a FEMA AFG FPS grant for \$130,550.00 to create, design, and implement a home fire safety program for the Cottage Grove community.
- J. Authorize executing the Opiate Antagonist subgrant agreement between the City of Cottage Grove and the Metropolitan Emergency Services Board.
- K. Adopt Resolution 2023-048 Accepting Donations received in the 1st Quarter 2023.
- L. Adopt Resolution 2023-047 Authorizing the write offs of Cottage Grove EMS accounts receivable for 2022.
- M. Approve the sale of nine (9) 12-gauge shotguns to officers for the \$300 appraised value per shotgun.
- N. Adopt Resolution 2023-043 awarding the quote for 65,250 pounds of Crack Sealant material to Brock White in the amount of \$45,675.00.
- O. Adopt Resolution 2023-046 approving the plans and specifications and establishing an April 27, 2023 bid date for the 2023 Mill and Overlay Project.
- P. Authorize the use of four of the City's SAC credits for Jersey Mike's that will be located at 8800 East Point Douglas Road South, Suite 800.
- Q. Approve increased budget amount for the ball field groomer from \$41,000 to \$43,500.
- R. Adopt Resolution 2023-044 supporting housing and decision-making authority by local elected officials and City staff.
- S. Request staff to provide a detailed SWOT analysis related to the petition filed by Holcim on March 16, 2023 for annexation of 119.5 acres into Cottage Grove in preparation of the April 19 Public Hearing.

Council Member Khambata pulled Item E, Appoint Derek Rasmussen to the Planning Commission for a 4th Term ending on February 28, 2025, Council Member Olsen pulled Item F, Public Services Commission Appointment, and Council Member Dennis pulled Item K, Accept Donations-1st Quarter 2023, for further comment and/or discussion.

Council Member Dennis stated he pulled Item K, as it's always his pleasure to share with the community that we have some very generous companies and individuals, who really make a great difference on behalf of our community, making Cottage Grove be a better home through their generosity. For the first Quarter 2023, January 1 to March 31, 2023, we received five donations, totaling \$29,111.64, accepted by the City:

- Cottage Grove Athletic Association, for soccer goal purchase and equipment boxes, valued at \$12,611.64
- NorthPoint, 4th of July Sponsorship, \$5,000

- Tennis Sanitation, 4th of July Sponsorship, \$5,000
- 3M, Strawberry Fest Sponsorship, \$1,500
- Justin & Kim Olsen, for a Memorial Bench, in memory of Beverly Raun, \$1,500

All of these were very amazing donations and are very much appreciated. No donation amount is ever too small or too large; these dollars make a great difference on behalf of the whole community.

Council Member Olsen stated Item F is to encourage appointment for Jenny Olson to the Public Services Commission. He stated Jenny and her husband, Eric, are also members of the Cottage Grove Lions Club, are longtime residents of the City of Cottage Grove, and have raised two fantastic young people. Jenny is now at a place in her life where she would like to get a little bit more involved in City government. We had a terrific interview with Jenny, and we feel she would be a wonderful addition to the Public Services Commission. He asked for Council's support.

Council Member Khambata stated Item E is a Planning Commission Reappointment for Derek Rasmussen, for a fourth term. He's been a great and active member of the Planning Commission; Council Member Khambata believes he brings value and would like to see him serve another term.

Before the motion to approve, Mayor Bailey noted that Item S has been added to the Consent Agenda.

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

8. APPROVE DISBURSEMENTS

- A. Approve payments for the period of 3-17-2023 through 4-04-2023 in the amount of \$1,574,893.58.

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

9. PUBLIC HEARINGS - None

10. BID AWARDS

- A. 2023 Pavement Management Project - Bid Award
Staff Recommendation: Adopt Resolution 2023-045 awarding the bid for the 2023 Pavement Management Project to OMG Midwest, Inc. dba Minnesota Paving & Materials in the total amount of \$2,939,954.36.

Amanda Meyer, City Engineer, stated the 2023 Pavement Management area before

Council includes portions of the Thompson Grove Estates neighborhood and also includes the frontage road on the south side of 80th Street, between Hemingway and Hyde Avenue.

Six bids were received and opened on March 23, with the lowest bid from OMG Midwest, Inc. dba Minnesota Paving & Materials, at \$2,939,954.36; she noted the Engineer's Estimate was \$3,100,000. These bids were very competitive, and we were happy to see them. We've previously done work with Minnesota Paving & Materials and have had a good experience with them.

Council Member Khambata stated he's seeing a pleasant trend where some of these bids are starting to come in below the Engineer's Estimate; is that something she is also seeing, or is this an anomaly?

Engineer Meyer replied historically we always have our team doing their best efforts to look at the market and do their best estimate on what we think the bids are going to be. This year our team has done a really great job of estimating what we think the market is going to look like with the bids, and we've been very happy to see those results.

Motion by Council Member Khambata to Adopt Resolution 2023-045 awarding the bid for the 2023 Pavement Management Project to OMG Midwest, Inc. dba Minnesota Paving & Materials, in the total amount of \$2,939,954.36; second by Council Member Olsen. Motion carried: 5-0.

11. REGULAR AGENDA

- A. East Point Douglas Road and Jamaica Avenue Reconstruction and Signal Modifications - Xcel Undergrounding Project
Staff Recommendation: Approve the Xcel Energy undergrounding project for the overhead power within and adjacent to the East Point Douglas Road and Jamaica Avenue Reconstruction and Signal Modifications project corridor with funding through a City Requested Facilities Surcharge (CRFS) Rider, and no decrease in the franchise fee, to cover the cost.

Engineer Meyer stated in September 2022 we had a workshop for this East Point Douglas Road and Jamaica Avenue project. During that workshop, we talked about undergrounding some of these Xcel power poles for various reasons. Excess expenditures were discussed at that time. Those are costs above and beyond relocating of private utilities (gas, cable, electric, fiber) due to conflicts with the proposed project; in this case, those costs to go underground would have to be paid by the City.

Since that workshop, staff has received additional information from Xcel on the costs to relocate underground, which she shared with Council. She'll also be looking for some direction on how to fund those excess expenditures.

Engineer Meyer stated as our design team looks at the proposed improvements, they're looking for conflicts with existing private utilities, identifying those, and the cost to relocate those are on that private utility company. Looking at the relocation from

overhead to underground, those are excess expenditures that the City would be required to pay. During the bid award for this project, we included the Bid Alternate in front of Menards for the Mill & Overlay. The Xcel Undergrounding Scope coincides with the City's project. The red lines on the map, outlined in yellow boxes, are the areas that Xcel is focusing on to relocate underground; there's about 160 feet near the intersection of 90th Street and Jamaica Avenue, and there's about 1,200 feet along the east side of Cottage Grove Plaza, Target, and Carlson Auto, and then about another 1,200 feet on the south side of Menards.

She noted there are a few different reasons why we'd want to relocate underground; she displayed an image of the east side of Target with existing power poles between the curb and the trail, which are in conflict with the City's proposed project. If those poles were to be relocated and stay above ground, they would need to be relocated where those trees exist today; those trees are private trees on private property. So, private trees would be removed, an additional temporary construction easement would be needed to complete the work, and a permanent drainage and utility easement would need to be acquired from the adjacent property owner for those poles to be relocated in that area. Along this approximately 1,200-foot stretch, there are at least 30 mature private trees that would be impacted if the poles were just relocated, and at least three property owners for an additional temporary construction easement, and a permanent drainage and utility easement would need to be acquired. So, this is a great example of a location where undergrounding is a good idea so we can relocate that within the existing narrow right-of-way and relocate that underneath, in this case, the trail.

Excess Expenditures and Funding Options

Xcel did a scoping estimate and completed their design of this proposed project, and provided the City with their Engineer's Estimate of those Excess Expenditures, \$471,368.57. There are three different options for how the City can pay for that:

1) City Requested Facility Surcharge (CRFS) Rider; this is the preferred method, which was discussed at the workshop. At that time, we estimated it would be about \$1 per residential home per month for about 36 months. Since Xcel has completed their design and their Engineer's Estimate, the dollar amount is actually .93 per home for 36 months, which would total \$33.48. To a resident, right now they would see \$1.65 franchise fee on their bill, and below that there would be a specific line item that would be titled CRFS Rider at .93.

2) CRFS Rider, but reducing the franchise fee. Instead of seeing \$1.65 franchise fee, they would see .72 for the franchise fee and .93 for the CRFS Rider; the total would still be \$1.65, and they would not really see a change in those fees on their bill.

What that means for the City, though, is if we're not collecting those franchise fees over a 36-month period, that's impacting the City's Roadway Maintenance Fund; that ultimately funds the spot curb replacements, spot sidewalk replacement that our Public Works team does throughout the year, but it also funds our Mill & Overlay program. So, if we're not collecting those franchise fees, we're not funding the Road Maintenance Fund; therefore, we'd be delaying our Mill & Overlay program. Based on what we're estimating for this year's Mill & Overlay project, it's about 1.7 miles over a three-year period. So, we're almost at 5 miles of roadway that we would have to delay in our Mill &

Overlay program if we chose to reduce that franchise fee to cover these excess expenditures.

3) The City would prepay that dollar amount; the City would then bond for that dollar amount over a 15-year period, and the residents would see an impact of about \$4 per home per year over that 15-year period, which totals about \$60 per residential home. She mentioned this is also not currently in our Financial Management Plan to bond for that dollar amount; if it was bonded, it would be traditional debt service to the City, which could potentially impact future project funding.

Engineer Meyer stated all that being said, staff is recommending moving forward with Option 1, the CRFS Rider, but not reducing the franchise fee.

She displayed a flowchart provided by Xcel to use the CRFS Rider method; at this point, the City needs to determine how to fund those excess expenditures. Once that's been determined, Xcel can move into construction; with the CRFS Rider, that actually would not be implemented until after construction had been completed. They would look at the actual dollars paid during construction, rework those surcharges to make sure there is no overpayment, etc. The City would receive a 60-day notice of that surcharge before a resident would see it on their energy bill; the residents would receive a notice about 30 days prior to the first surcharge payment being due.

She pointed out the listed surcharges by customer class; five of them are at .93 per month over a 36-month period. The highest surcharge is at \$3.72 for the larger commercial and industrial customers, as well as the large municipal pumping customers.

Engineer Meyer stated staff is just looking for Council guidance on how to fund these excess expenditures, and staff is recommending using the CRFS Rider without reducing the franchise fee. She stated she'd be happy to take any questions, and there's also a representative from Xcel Energy here to answer questions.

Council Member Thiede asked Engineer Meyer to explain the cost to the residents for each one. Engineer Meyer stated if Council decided to move forward with the CRFS Rider and reduce the franchise fee, the residents would not see a change, so it would be a net zero impact to the Xcel customers.

Mayor Bailey stated if we did that, however, then we would cease do Mill & Overlay projects for five years because the funding that we use from the franchise fee pays for the Mill & Overlays now; we made that change several years ago.

Council Member Thiede asked what impact would that have, is it for 5 miles? What does the 5 miles refer to?

Engineer Meyer stated that's saying that the Mill & Overlay program would basically need to be delayed for about a 3-year period. Based on the amount of footage we're able to include in this year's Mill & Overlay program, we're estimating about 5 miles of roadway would need to be delayed over that 3-year period because the franchise fees would not be collected.

Council Member Thiede asked what kind of negative impacts would we feel on that; Engineer Meyer replied the longer you let roads go without doing any sort of pavement

rehab, you're looking at more of a reconstruction or pavement management projects with full pavement replacement, spot curb, etc.

Council Member Thiede stated that's a general response, but it could be there would be no issue if it's delayed for that period of time. He asked how big of an issue is it.

Mayor Bailey told Council Member Thiede that as part of our CIP conversation, we included pavement management and Mill & Overlays. So, staff's comment is legitimate because what ends up happening is those roads don't get Mill & Overlay, so they continue to deteriorate, which is going to be a bigger onus on the citizen. If we have to do a full reconstruction, he asked if the cost share is 60-40. Engineer Meyer stated she believed the residential properties are assessed at 45%. Mayor Bailey stated we've been seeing some of those numbers in the \$6,000-\$8,000 range for 15 years.

Council Member Thiede stated we just haven't really qualified it. We're always sticking the homeowner with these costs, it's only \$33.48 for 36 months, but you get this and that and pretty soon it's a lot more than just a mere .93 per home.

Council Member Khambata stated the way he interpreted this is Option 2 eliminates that revenue stream from the utility franchise fee to Cottage Grove. So, we're reducing our funding in our Mill & Overlay account; that's where they came up with those 5 miles. He asked how many miles of Mill & Overlay do we do a year?

Engineer Meyer replied for this year's project we're at about 1.7 miles.

Council Member Khambata stated that sets back our Mill & Overlay program by a total of 3 years, which means that every street that is scheduled for the foreseeable future now has to last 3 years longer. It's not just those 5 miles of road, that's every road that was ever going to get Mill & Overlay for perpetuity now has to last 3 years longer. He asked if that was correct.

Engineer Meyer replied we would just have to take a look at which roads were programmed for those 3 years to see if they are able to wait another year or 2 or 3, or if they would need to maybe have a thin overlay and be programmed for a pavement management project.

Council Member Khambata stated it's going to catch up to us at some point.

Mayor Bailey stated staff probably won't want to say that, but the answer is yes; because what's going to end up happening is if we find that some of these roads are not where they need to be, we as a Council will have to decide to raise the levy to cover the cost of the money that's going to be taken out of the CRFS Rider.

Council Member Dennis stated we don't do a project unless it's necessary. We've got an investment here, we've got to protect it, we've talked about this many times over the years. If we don't protect the investment that the community made in our streets, which are assets, we would be derelict of duty unless it was an emergency situation where we had to pull back hard on any spending. This is a circumstance that we have to do for maintenance to protect the integrity of our roads; that's the bottom line.

Council Member Olsen stated he was in the neighborhood that had the first Mill & Overlay, for which he's very grateful; he's lived in that home for over 20 years, and the Mill & Overlay was done 2 years ago, so the road was at 18 years. Typically, at about

25 years, we have to start talking about some sort of maintenance on a roadway. If we're lucky, it's not full reconstruction but occasionally it is. With the abuse that our roads have taken this year with this winter, he guarantees there's a lot more pavement damage that has occurred due to the weathering. Because his neighborhood had the Mill & Overlay at 18 years, that will give us another 15 years of life. So, his roadway won't need to be dealt with until it's 33 years old, so that's 8 more years before he will be assessed for something. The assessment is the key; he asked Director Burfeind if he knew the average assessment for a full reconstruction on a roadway.

Director Burfeind replied a full pavement replacement and spot curb is estimated at about \$5,000; a full reconstruction would probably be about \$6,000-\$6,500.

Council Member Olsen confirmed that that is an assessment that a resident would pay. So, by extending his roadway life from 25 years to 33 years, he saved \$5,000 to \$6,000 for that length of time. That's a good deal, and he thinks every resident in the City should be subject to that deal and have the ability to make that deal. It sounds like the only way we're going to be able to ensure that they can is by continuing to fund the Mill & Overlay projects, as those would then extend the useful life of the pavement. He asked if that's correct.

Director Burfeind replied when the Council authorized us to do the first Mill & Overlay program 2 years ago, it was a new thing we were doing. That is the main goal: We're trying to get more years on the same roadway. The 25-year cycle, that run, is not sustainable, and we have to extend that beyond 30 years, so he's correct on that, yes.

Council Member Olsen stated it really gives us an opportunity to delay hurting the resident with an assessment that they would have to pay by providing them with essentially a service that costs about \$11.50 a year; we can continue to fund that so that we can do the Mill & Overlay projects and buy some time for residents so they don't have to end up paying an assessment sooner than they'd like. He stated if he looks at the balance of it, it's a pretty obvious choice, and he's fully in support of Option 1; he doesn't see any reason why we wouldn't do that. If you look at it short term, you might look at it one way, but if you look at it long term, it's a much better deal for the resident vs. having to deal with an assessment after 25 years.

Council Member Thiede stated this is all part of this project, and we're bonding for that project, we're getting some grants and bonding for that project, so asked why the \$471,368.57 would not be part of those project costs.

Director Burfeind stated Option 3 could be done, but that results in a higher cost per home over the time of that payment. With Option 1, you're looking at \$33.48 as a total cost for a homeowner. For Option 3, you're looking at \$60; now, it's spread out over a longer time, but it's nearly double the cost for the homeowner.

Council Member Thiede stated even if that was within the overall bonding for the program because he was looking at that, thinking that was a separate bonding but it's not; that would be if it's part of the entire project bonding.

Director Burfeind stated that's correct. Whether it's with the project or separate, it's still a bond that's paid for throughout the entire general levy tax base.

Council Member Thiede stated we're doing a bond anyway, so you're saying it would be an additional \$4 per home for that little piece, which is a small percentage of the larger piece. Director Burfeind stated that's correct.

Mayor Bailey shared his opinion, and Council Member Thiede knows he's a person who prefers powerlines to be underground. With what just happened over this past weekend, the houses that were without power in Cottage Grove were due to the fact that trees fell on powerlines. His neighborhood never lost any power, but we have no above-ground powerlines in his area. There were some feeder lines that also were affected by this storm, which caused some of the powerlines to go down, once again because trees fell on powerlines. When Council first started talking about doing this project, we talked about putting it underground, and the reason we were doing it, other than the aesthetics, was because we'd have to take down all of those trees along that stretch. We'd have to purchase right-of-way, both permanent and temporary, and we already know what that's costing us in the other area of this stretch; so, those would be added costs. If we were to try to recapture all of the property along there and then have to take down the trees, it would be significantly more expensive for all of us. He thinks it makes complete sense to do Option 1 vs. the other two; he certainly doesn't want us to deal with a Mill & Overlay reduction for 5 years, he doesn't think that makes sense. He thought we'd also incur some additional levy issues in the future if we were to go with the City Prepay option.

Ms. Matter requested an opportunity to speak. Mayor Bailey stated no, she could not speak, as she had been sighing and making noises throughout this presentation. Ms. Matter stated she does not want this put on her electric bill.

Motion by Council Member Olsen to Approve the Xcel Energy undergrounding project for the overhead power within and adjacent to the East Point Douglas Road and Jamaica Avenue Reconstruction and Signal Modifications project corridor with funding through a City Requested Facilities Surcharge (CRFS) Rider, and no decrease in the franchise fee, to cover the cost; second by Council Member Dennis.

Motion carried: 4-1 (Nay vote by Council Member Thiede).

As Ms. Matter continued to speak, Council Member Dennis asked Mayor Bailey to call Point of Order.

Council Member Dennis stated we have a process in play here, we cannot have people in the audience acting out and doing things which disturb the peace of our meeting and create a situation. So, the option is we call for a five-minute recess, and our Chief of Police is in the room, and maybe he needs to be activated here to have a conversation with that individual.

Mayor Bailey told Ms. Matter she just can't make noises and such during the Council Meeting. She stated that she asked to speak. Mayor Bailey stated this is not the proper place to do it; she stated but it was, she put it on her list.

Council Member Dennis asked Mayor Bailey if we could take a five-minute recess; Mayor Bailey agreed and temporarily closed the meeting.

Mayor Bailey called the meeting back to order.

- B. Utilities and Engineering Division Building
Staff Recommendation: 1) Receive information on the 30% design of the Utility & Engineering Building. 2) Authorize preparation of plans and specifications for the project.

Director Burfeind stated we last spoke about this project at a workshop on January 25. At the end of that workshop, staff was directed to complete the preliminary design for this building, and bring it back to Council to review where we're at, look at the costs, and make the decision whether or not to move forward into the final plans, specifications, and design completion. So, we've done that; tonight, our architect, John McNamara, of Wold Architects, will present the preliminary design and where we stand today.

Director Burfeind first gave an update on costs and some additional funding opportunities; noted we're still tracking well with the \$14M budget that we first mentioned last July, at the first workshop where this project was discussed. Since January 25, we have been looking at other opportunities for funding:
State General Fund Appropriation Request: This is a \$3.5M request to the State of Minnesota in the form of a Bill, which was introduced last week and deferred to the Capitol Investment Committee. The basis behind that request is really the PFAS component of our operation. Once the permanent treatment plants are completed, we estimate about 25% of that division's workflow is going to be for PFAS treatment plant operations and maintenance; so, 25% of \$14M is \$3.5M. As we all know, the 3M Settlement is fully paying for those treatment plants as well as the staff time to operate and maintain those treatment plants. But there is no funding for any kind of support structure, where staff will have offices, locker rooms, restrooms, and a garage for their vehicle. The settlement is supposed to pay for treatment, which is what it's doing, but there are added costs to have new staff, as well as a location in which they can do their work. So, that's the basis of the request to the State, and we'll see how that moves forward in the coming weeks. South Washington Watershed District Grant: Mr. Moore mentioned earlier tonight that we had applied for some grants. This one is specific to the irrigation system, which we would have either way with a site like this, but we would design it to draw water from the stormwater ponds and not the City water. The SWWD is in favor of that, as it reduces phosphorus, sediment, and overall stormwater runoff. With that grant, they would then pay for 50% of the irrigation system and a portion of the stormwater ponds. We estimate that grant funding to be about \$230K. There's more magnitude in the State request, but this is still obviously a good amount of money that would then buy down from the total cost of \$14M for our Utility Division building.

Director Burfeind stated if Council votes to approve tonight to move into final design, we anticipate we would hear on both of those grant applications before we went to a bidding phase for this project; so, Council will have an understanding of where we stand for funding. He asked Mr. McNamara to speak about the preliminary design.

Mr. McNamara stated since we last met, we spent quite a bit of time with staff talking about the development of the design solution that we have for you tonight. It's

reasonably in the same configuration as previously shown; we had some really good conversations operationally, related to how we want this building to not only fit on the site but how it can also be sort of a stepping stone for other potential development on that site. We spent a lot of time making sure the building was sited in the right location, the location of the front entry of the building, and some things in the building were positioned in such a way that any future expansion of this building would be easy to do.

He specifically spoke about the diagram displayed: We reoriented the open office area a bit to take advantage of some daylighting into the building, off of the street side of the building; there would be five offices for the engineering team and the open office area for work stations. There's a workroom, a small staff breakroom, and some locker rooms for the staff in the middle area there. Much of the building is vehicle storage for the utility staff and maintenance vehicles, but we have three large storage rooms, similar to what they have at the current Public Works facility, but with room for growth along the north side. There's also a small cold storage area off the end of the building for just the regular storage of light poles, etc. The Water Treatment Facility will be to the south of this, and in between the two buildings will be the staff parking area.

Mr. McNamara stated regarding design and development of building materials, we've been working collaboratively with Stantec on the design of the Water Treatment Facility, which looks to have quite a bit of precast on the building; so, the large area where vehicles will be parked and where some of storage areas are located will be a precast concrete material, with some windows that bring daylighting into that garage space. In the office area, we're doing a red brick, similar to what we've done on other City facilities, so it will look very cohesive to other City municipal buildings. We're looking to incorporate a small amount of limestone, similar to this building and at the Central Fire Station, where we have those public entry points. There's a little bit of metal panel on the building to accent some of those entry points. The remainder of the building is fairly utilitarian with just those garage spaces. As we kind of looked at the design of the building, we started to look at the massing of the building. We determined that not only on this facility but also on the Water Treatment Facility is that a lower mass out in front where the public entry is and where the office spaces are were appropriate for that area, but we just simplified a precast box for where the storage areas are. He displayed an aerial view of the building, as well as a closeup view, as if you were in the parking lot, looking at the front entry. The large windows we have on the front simulate some of the other features that we've done here at City Hall, into the office areas where we have work stations. We kind of focused the daylighting into those areas. As you continue around the building, you can see the overhead door into the vehicle garage. Around the back of the building is where the cold storage area is.

We collaborated with Stantec on an overall view of the whole site, to give context for the Council and others to see how this whole area will develop over time. The building on the south, along 110th Street and Ideal Avenue, is the proposed location for the Water Treatment Facility. Our access road off of Ideal will split off, to gain access to the front of that building and also to the front of our building. On the north side of the site, we have an area to serve as a parking area for the Public Works Utility Building; that would be where the entry would be to the future development to the north. We would expand the public parking lot in that location to provide additional parking for any future

building on the site. There will be two stormwater ponds along Ideal Avenue that Director Burfeind had mentioned earlier; those will serve not only our facility but also the Water Treatment Facility. He displayed views from the street as you drive by, at the intersection and also along Ideal Avenue, to see how the two buildings kind of work collaboratively in that area.

Budget: They've started their collaboration with Kraus-Anderson and are about halfway through the design process, a good time to engage them in some estimates. As a favor to us, Kraus-Anderson looked at the current design solution to see how we were aligning with what we had previously told Council. Right now, our construction costs are lining up with where we expected to be when we presented this earlier. We were projecting about \$11.45M in construction costs, which includes the site work and the building. We had included some escalation numbers just because of the issues that we've had in the construction market over the last couple of years; we expect that we will see some reduction of that in the coming year. Until we get a detailed estimate from Kraus-Anderson, we are continuing to keep some of those escalation costs because our expected construction duration will be into 2024; about a year from now is when we would start construction on the facility. Our project costs are still in alignment with where they were previously, and we'll continue to develop those over time. As Director Burfeind had mentioned, we are still tracking at \$14M of total project cost.

Should Council agree to continue on with the design of this project, we are completing the schematic design development process right now, expect to be finished with that in the next month. They'll do some cost estimating at that point in time, but construction documents will take us about 3 months, which will put us into the end of summer; at that time, we'd be ready to come to Council for authorization for bidding of the project. Bidding will take a month, and the nice thing about his timeline is that we'll have all of the winter of 2023 into 2024 for procurement of some of those longer lead time items, like precast and steel, so that we'll be ready to break ground in Spring 2024. That will shorten our overall construction duration on site because all of those materials will be ready to be delivered to the site as soon as we can start putting in footings and foundations. We're projecting about an eight-month construction project, which would put us complete with this project in Fall 2024. Mr. McNamara stated he'd answer any questions related to the building or the design.

Council Member Thiede asked what's the timing for the Water Treatment Facility.

Director Burfeind replied we're looking to start construction on that this year; that project would do all the mass site grading, which if this building moved ahead would be incorporated. The City would obviously have to pay for that, but you get that efficiency of scale. That would also bring all the utilities to the site because we need the water and the sewer for the Water Treatment Facility, either way. So, that would also happen this year. So, all of the site development and utilities would actually happen in 2023 with the Water Treatment Facility. The Water Treatment Facility is a much larger construction, it's a very complicated building, and we'd look at finishing that in late Spring 2025.

Council Member Thiede asked what about construction materials; he asked if there are similarities in terms of the materials used on both buildings.

Director Burfeind replied those are procured by the contractor; the way we can start the treatment plant is a design bid build where we bid it out and get a general contractor who would procure those. Something like this office building is more of a construction manager model, so it would be two separate procurements for building materials. Each of those contractors has to procure their materials, for liability and warranty reasons, but really that efficiency is on all the site work.

Council Member Thiede stated he was just thinking with any precast panels or similar items, if there was some collaboration there by using the same vendor, etc., that possibly there could be some elimination of some setup costs.

Mayor Bailey asked if that was a possibility; Council Member Thiede stated he knows it's two separate projects.

Director Burfeind replied those general contractors really have to order those, so whoever that general contractor is has suppliers they generally work through; so, those would likely be two separate procurements. It would be nice to have that efficiency, but the City would have to insert itself into the project and actually order those materials; we'd take on a ton of liability if there were delays or defects with the material.

Council Member Thiede stated it would seem there would be some program management that could tie those two together a little bit, there would be some significant benefits to get that collaboration but knows Director Burfeind can't commit to it. Director Burfeind stated that's something we can keep in mind.

Mayor Bailey asked Ms. Matter if she wished to speak on this particular item, but she did not.

Motion by Council Member Olsen to authorize preparation of plans and specifications for the Utility & Engineering Division building project; second by Council Member Thiede.

Council Member Dennis stated he will not be able to support this. Going back to the very first time this came forward, he's been 100% consistent with his feelings on it; it's not that it's not a nice plan, it's not that it's not a good-looking building, or that there would be some benefits of getting space management and things like that for efficiencies. There are a couple concerns that he has; generally speaking, over the years when he's voted against something, he always dignified the community by letting people know why he won't vote for it. First and foremost, he recalls part of the funding mechanism for this facility is that we're going to have to provide some increase in water rates. Second, he's had concerns based on how this is funded; the Water Treatment Facility part of it is covered through the 3M Settlement Fund, but the Utilities Building he believes is not, so that's something for which we're going to have to take on additional debt. At this point in time, his financial outlook and philosophies don't lead him to the conclusion that this is the right time to take on another building and all of the cost factors that go along with that, as we have yet to pay off some of the other debt that we have. So, he's not at all criticizing the work, he doesn't feel badly that there are those who feel that this is something that would make a difference, but for him, he's been very

direct, and far more verbose in our workshops; this just is not something that he could support at this time. If we were down the line a little bit, regardless of our bond rating or anything else, if we had a little bit freer debt load, he'd be more open to that. He just wanted to go on the record so when he says no, people will understand why.

Council Member Khambata stated it was his understanding from our meeting in January that we were taking this in measured steps. So, approving this gets us to the next milestone, but this is not a full approval to break ground. He asked if that was correct.

Director Burfeind replied following our policies, we would bring back the Final Plan and Specifications, and we would ask Council to set a bid date to move ahead into the bidding process. So, you would see this again before breaking ground; that is a requirement of a project of this size.

Mayor Bailey stated this past week he had the opportunity to testify at the Capitol on a couple things that we've been trying to move forward, to get some Capitol support from Bonding Bills. One of them, which we haven't started testifying on yet but he hears is coming, is about this particular building. The total cost of the project could decrease to some extent because we're looking at getting some State dollars to help fund that building. When we were at the Capitol, listening to what some of these cities were planning to do (Public Works buildings, utility buildings, Community Centers, etc.), there was one question being asked of these particular communities, by the leader of the Investment Committee: What are your water and sewer rates? Obviously, this is in the public record; the level of sewer and water rates, from other cities requesting bonding dollars, is double, triple, or quadruple the amount that the citizens of Cottage Grove are paying. The point of the matter is we're still one of the cheapest places if you're going to purchase water through our water treatment system, we are by far a city with some of the lowest water and sewer rates. He just likes to look at how we compare with other communities when we look at the grand scale; he stated how we're looking to fund this should it get to that final step, along with hopefully some money from the State, it makes sense to him from a process where it's something that we definitely need for the future.

Motion carried: 4-1 (Nay vote by Council Member Dennis).

12. COUNCIL COMMENTS AND REQUESTS

Council Member Khambata asked if staff could put together just a broader analysis of some of the challenges we've faced with the weather we've had this year. As we look forward to our 2040 Comprehensive Plan, he knows that we always talk about resiliency, and if this is something that we're going to be experiencing more often, do our Public Works budgets need to reflect that for plowing; snow staging was also a factor this year. He would just be curious how ours and other communities have reacted to a well above average snowfall year, and if we're taking appropriate steps to make sure that we're maximizing our resources and efficiency.

Mayor Bailey stated he thought it's a great callout in the sense that since he did his State of the City Address, at that time we were within two of last year's total for plowing. We've had multiple snowstorms since then, and we truly appreciate all of the workers at

Public Works for the work that they did on this last storm, as it was very difficult. He thought that would be a good point as we talk about budgets for 2024-2025.

Council Member Khambata commended Public Works, as he knew there were a lot of downed trees and powerlines, and those trees seemed to disappear pretty rapidly; so, he knew those crews had been working hard to get everything back up and running.

Council Member Dennis stated he thought we needed to pass a resolution with Mother Nature to say there won't be any more snow this year; that would be it. Mayor Bailey stated he saw some snow flying outside a little bit ago. Council Member Olsen stated we don't want her to get mad at us. Council Member Dennis stated how much worse can it get; we're number 3 on the all-time list. He thinks all of us probably feel the same way, and we're very appreciative of the work from our teams, not just Public Works, but also Public Safety, as when people called, an ambulance and a police officer showed up. It was a great effort all the way around; he called Administrator Levitt on Saturday, and she was down at the Public Works building answering phones to help people and get information out. So, it's pretty cool to see, and he appreciated the good spirit and nature of most of the community; they understand we have 36 square miles, it's a very large area that we have to take care of, and people have been working very hard to do that. He's very appreciative of all of the work, all the way around.

Council Member Thiede stated in that same vein, everyone has done an excellent job. He was thinking the next technology invention we should come up with would be to positively or negatively charge these snowflakes, on the grass areas, but not on the roads. So, when the snow falls, it just gets attracted to the grass and we won't have any snow on the roads. He thought if he could invent that, he'd probably become a millionaire. Council Member Khambata stated he thought we just needed to have heated streets, like Bemidji. Mayor Bailey stated, now there's a cost!

Council Member Olsen reiterated what others have already said; Public Works, Public Safety, and the City staff really showed their true colors on Saturday. He had an opportunity to stop at Public Works where he saw Public Safety, Parks, and Public Works personnel, and Administrator Levitt; there were a lot of extra people who were activated to try and ensure that the residents of this community got the highest possible level of service in a really challenging circumstance. We had several trucks that struggled with the weight of the snow, and that resulted in some maintenance issues; the shop was taking them in, fixing them, and sending them right back out if they could. He believed the crews came in at 2:00 a.m. and stayed until about 4:00 p.m. the next afternoon, went home and took a nap, and then they did it again on Sunday. All he heard down there was phone call after phone call after phone call; Administrator Levitt took a lot of those questions about powerlines in roads. Director Burfeind and his staff had a huge map out where they were identifying all the various work order locations, trying to make sure that roads were getting plowed, but getting done in a safe manner. The plowing was really slow because they had to stop for tree branches and powerlines, but Administrator Levitt and the rest of the team taking those calls continued to reassure everybody. They did a great video for Facebook, explaining where we're at, what we're

doing, and this is what we're going to be doing. In a very challenging situation, this team stepped up in a major way, which is what they always do. He wanted to personally thank them for that. The spirit of the staff, even though they were dog tired, was really good; in fact, they have some kind of a prediction thing going on with how much more snow and how much less. Whoever is on the up side of that, you should probably send them on vacation because we don't want them to win.

Council Member Olsen wished all of our friends celebrating Passover this evening a very Happy Passover. Best wishes from all of us to your family for a blessed year ahead; it's a very important day in the Jewish faith, so he hope everybody's having a great Seder.

Council Member Olsen took a moment to recognize one of our firefighters, 27 years on the job, District Chief Jeff Brown, who worked his last shift on March 31. Interestingly enough, part of his duties that day were going to the visitation for Gerry Gerlach, who recently passed away; all of us in town know the Gerlach family. Almost six generations of Gerlachs served on the Fire Department, one of whom actually passed away at the Fire Department from a cardiac arrest after he fought a fire. It was a really nice turnout for Gerry's visitation and funeral at St. Rita's.

He can't thank Jeff enough for 27 years with the City; he's been an amazing asset to this community. He's done everything: As a District Chief, he was responsible for formulating and coordinating all of the Annual Training Plans. He's been a mentor to so many firefighters who work for the City of Cottage Grove and now many other agencies. He's always been a very reasonable, rational guy. He thinks the thing he appreciates most about Jeff is the can-do attitude. Jeff was never that guy who was going to say that's a really bad idea, no, we can't make that happen; he was one of those people who, when conversing about making changes, said yeah, we should try that, let's figure out how to do that. Those kind of people are awesome teammates, they're great to work with. He never fell into the not my fault, lack of accountability kind of mindset that we sometimes see in the workplace. He was just a very positive influence. He'll say he will be missed, but he won't be because he's sure he'll be hanging around since he's retired now and doesn't have anything else to do; so, he congratulated Jeff.

Council Member Olsen thanked Director Malinowski, as she got an email from him a couple weeks back about some data that he was looking at on the League of Minnesota Cities website. He likes to play with financial data because he's very proud of the way that our City manages its finances. He took a spreadsheet that they had put out and mapped out where is the City of Cottage Grove in relation to peer communities over 40,000 population. We always compare ourselves to other cities in the County, but he wanted to do a bigger look to see if we're really as good as we think we are. He really wanted to know when we talk about the value to the taxpayer in the City of Cottage Grove, we do that with regard to our peer communities in Washington County, so does that same message resonate across the metro. The fact of the matter is it does. He asked Director Malinowski to speak a little bit about what they looked at together.

Director Malinowski stated here in Cottage Grove we talk about our four sample properties, but we also talk about that median-value home. So, we look at that compared to other communities in Washington County, but she took a deeper dive and looked at median-value homes with populations over 40,000 in the metro area; we can't just look at our tax rate or the value of the homes, we have to look at what that taxpayer is paying. So, Cottage Grove's median-value home in property taxes for 2023 will be paying \$1,082, and that is the third lowest in the communities that we looked at. We know in Washington County we're the second lowest, so we still compared very well; for example, Edina is at the top at \$1,964, but we're lower than Plymouth, Apple Valley, Woodbury, and Lakeville, which are right around \$1,200 to \$1,275. It was a good exercise, and we compared very well.

Council Member Olsen said one of these communities that we compared ourselves to was Shakopee, over 40,000, and they get a whole bunch of fiscal disparity money each year. So, that actually put them at the bottom of the list; he asked how does that work for them, how do they get that?

Director Malinowski stated she'd have to dive into that a little bit deeper because she can't explain that tonight, but when we've looked at the tax rate, it's very low, and it is because of the fiscal disparities. She didn't know if it was because of a certain business that they had in town or what those factors were, but we would have to look at what they're makeup is compared to ours.

Council Member Olsen stated Shakopee has the horse-racing facility, they have Valleyfair, they have a big Amazon warehouse, etc., so he found that really interesting because their rate is super low, but they get a whole bunch of fiscal disparity money that we don't get. So, he'd like for us to be able to figure that out. He thanked Director Malinowski for sharing that information. It was nice to see that when we compare Cottage Grove against those other communities with over 40,000 population, we still provide tremendous value to our taxpayers.

Council Member Olsen stated we talk about diligence all the time with regard to responsible budgeting, making sure that we're trying to look ahead; as Council Member Dennis said earlier, we make decisions that will stand the test of time. We've recently had some reinforcement that we might be doing okay; Mayor Bailey will speak on that.

Mayor Bailey stated regarding the Public Works comments, kudos to Director Burfeind and the Public Works staff, Administrator Levitt, everybody who was really helping out. Council really has to be careful with what we see on social media, because we generally see the worst of people there. Talking to our Xcel Energy rep, who was here earlier and was going out to homes to check on people who Mayor Bailey had talked to, they were much nicer in person than on social media. He wanted to make sure the public understands, especially with this storm, there were a couple of interesting things on social media, like why isn't my street plowed, and phone calls that we were getting; part of the reason was some trucks went down, needed fixing, and we had to get them back out. Because we had a lot of powerlines down and tree damage, with trees on the roads, we had to pull a couple of our plow drivers off plow routes to go clear roads for safety. So, there were multiple pieces that really drove that cleanup. Other than

spending all those hours in the truck, they were also clearing trees out of the roads and dealing with downed powerlines, to make sure the roads became passable quickly and efficiently. Others commented that the snowplow drivers were going really fast through the neighborhoods; with the weight of the snow, that was a big issue in trying to clear that snow. Personally speaking, his street was not plowed until late morning or early afternoon; he happened to be out there, snow blowing his driveway, and the plow driver came by. He's never seen a bigger pile of snow than what was put in his front yard. He didn't know if that was done intentionally for him, but what also happened is because it rolls and because it was so dense, on the end of his driveway he had to get his snowblower up over the big bumps that were left. Everybody was having those challenges and were upset about that, but the fact remains it was a particularly heavy snow, which took down trees, with rain before that. He asked Director Burfeind to pass our appreciation along to all who worked during that storm. On social media, they might see pieces of that and don't feel appreciated, but the majority do appreciate their work.

Mayor Bailey stated that we're very excited to announce that the City of Cottage Grove recently had our bond rating upgraded to AAA. Other than that making money cheaper to borrow, what's amazing to him is when he was on the Council, before he became mayor, we had always aspired to get to AAA. The word was it was going to be a long time for that to happen. He's been the mayor for 16 years, and we have seen that rating go from AA to AA+ and now to AAA; frankly, not that many years ago, we had talked with Ehlers about this, who said there were still a couple things we had to do. He truly believes that when we just went through this lengthy budget cycle, planning for five-to-ten years down the road, he thought it really showed them that we have the capacity and the ability and that we are very good stewards of the money. He gave kudos to all of our staff, this Council, and previous Councils, because it's going to make a huge difference to us in the future when we borrow money because our credit and how we manage our finances is extremely good. A City of our size, ironically, normally doesn't get a AAA rating; we were told we really had to have a population of 50,000-60,000 people before we'd qualify with a large enough tax base. So, the fact that we already achieved the AAA status is really outstanding; he gave kudos to Director Malinowski and her staff.

Mayor Bailey stated he was also pleased to announce that once again he's had the opportunity to raise \$25,000 total for the 4th of July fireworks. It just goes to show how great our business community is; most recently, he got confirmation from Hy-Vee that they will graciously donate \$5,000 to the 4th of July fireworks, along with Tennis Sanitation, NorthPoint, 3M, and Renewal by Andersen. He personally thanked them, and asked if you see any of their staff out in the community, please thank them; make sure that they know that we do appreciate them supporting our community by creating that great event. Mayor Bailey also thanked the Lions, who will be putting all the other pieces together with that, which will make it truly a family event on the 4th of July.

13. WORKSHOPS - OPEN TO PUBLIC - None.

14. WORKSHOPS – CLOSED TO PUBLIC

Motion to close the meeting pursuant to Minnesota Statute 13D.05, Subd. 3(b) for attorney-client privileged communication to discuss annexation of the Holcim property and potential litigation.

15. ADJOURNMENT

Motion by Council Member Olsen, second by Council Member Khambata, to adjourn the meeting at 10:09 p.m. Motion carried: 5-0.

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



City Council Action Request

7E

Meeting Date	5/3/2023	
Department	Community Development	
Agenda Category	Consent Agenda	
Title	Planning Commission Minutes - February 27, 2023	
Staff Recommendation	Accept and place on file the minutes from the Planning Commission meeting on February 27, 2023.	
Budget Implication	N/A	
Attachments	Planning Commission 2023-02-27.tif	5.21MB

**City of Cottage Grove
Planning Commission
February 27, 2023**

The Regular Meeting of the Planning Commission was held at Cottage Grove City Hall, 12800 Ravine Parkway South, Cottage Grove, Minnesota, on Monday, February 27, 2023, in the Council Chamber and telecast on Local Government Cable Channel 16.

Call to Order

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

Roll Call

Members Present: Ken Brittain, Jessica Fisher, Evan Frazier, Derek Rasmussen, Emily Stephens, Jerret Wright

Members Absent: Eric Knable

Staff Present: Emily Schmitz, Acting Community Development Director; Mike Mrosla, Senior Planner; Conner Jakes, Associate Planner; Amanda Meyer, City Engineer; Tony Khambata, City Council Liaison

Approval of Agenda

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

Open Forum

Frazier opened the open forum and asked if anyone wished to address the Planning Commission on any non-agenda item. No one spoke. Frazier closed the open forum.

Chair's Explanation of the Public Hearing Process

Frazier explained the purpose of the Planning Commission, which serves in an advisory capacity to the City Council, and that the City Council makes all final decisions. In addition, he explained the process of conducting a public hearing and requested that any person wishing to speak should go to the microphone and state their full name and address for the public record.

Public Hearings and Applications

6.1 Rocket Car Wash – SP2023-004, CUP2023-004, PUD2023-004

Rocket Carwash, LLC has applied for a site plan review of a proposed car wash to be located at 8647 and 8649 East Point Douglas Road South (former Big O Tires); a conditional use permit for the drive-through car wash; and a Planned Unit Development (PUD) to allow for parking lot setback and deciduous tree flexibility.

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

Brittain asked if there was enough room in the trash enclosure area for a garbage truck to access it and back out. Jakes replied yes, it meets all of the setbacks. The Applicant is proposing the onsite employees would pull out the trash bins, the garbage truck would pull straight in and dump the garbage, and the employees would then roll the bin back into the enclosure. A condition of approval is also to require those bins to be stored within the enclosure.

Rasmussen noted there is a large 30-foot utility easement on two sides of the property and asked if the reason they are not able to plant overstory trees in that area is because of the utilities. Jakes stated that's correct. He explained that generally all landscaping is kept out of easements, although sometimes smaller shrubs are allowed. Overstory trees are usually not planted in easement to keep the root systems away from the infrastructure.

Jeremiah Harder, Director of Project Management for City Ventures, the parent company of Rocket Carwash, 222 South 14th Street, Suite 1404, Omaha, Nebraska, provided background on their company and operations.

Fisher asked how long it typically takes for a car to go through their wash process from start to finish. Harder replied on average about 2.5 minutes. They don't want customers to have to wait too long to get their car washed, as they might go elsewhere.

Wright asked if this was a seasonal operation or if they operated all year. Harder replied it is all year, as they operate in several cold states, including Iowa and Nebraska. Their systems were designed and engineered so that they could operate year round.

Rasmussen asked about the overall parking plan as it seems they have about 20 parking stalls, but they all have vacuum stalls. He also asked about employee parking and if there would be a shared parking agreement with the other businesses on site. Harder responded that there would probably be four-to-five employees on site at one time. There will be two employees at the pay stations, one person at the entrance of the tunnel to guide cars in, one at the control station, and one is usually rounding and doing various duties across the site. They also have an ECR Agreement with the Target parking lot. If necessary, they would allow employees to park in a vacuum stall, but they are planning on using that ECR Agreement for joint parking.

Frazier confirmed with Harder that this is the standard layout and setup for all of their holdings. He asked if the number of vacuum slots was based on their business plan and if that number will be sufficient to meet the demand. Harder responded yes. Frazier asked if the reason they are requesting flexibility about tree planting and parking stalls is because this is an odd lot with some outlots. Harder replied the easement is another restriction, but noted with the landscaping, they are also providing more than the required number of shrubs. Frazier clarified that based on the size of this facility, they believe that the 20 vacuum stalls are going to be necessary in order to meet the need. Harder replied yes.

Frazier opened the public hearing.

Lisa Hartfiel, 8068 Hornell Avenue South, stated she's not for or against this application. She asked if thought has been given to the number of cars accessing the parking lot. She read that

they were hoping for 600 to 800 cars a day. She expressed concern about all the potholes in that parking lot.

No one else spoke. Frazier closed the public hearing.

Frazier asked the City Engineer to address Hartfiel's concern. Meyer stated in this area there are a variety of tenants, including Target, Cottage Grove Plaza, Top Ten Liquors, Orange Theory, Taco Bell, and Wendy's. They all have an OEA (Operation Easement Agreement) that allows shared access. There is an access between Top Ten and Orange Theory, where there's an existing light, and there is an access by the Cub Foods entrance area. As far as the concern about potholes, this is a private property, and she believes that parking lot and access maintenance is covered within the agreement between all those businesses. Traffic studies have been done, and currently, those interchanges are operating at an acceptable level of service. She noted that the Jamaica and East Point Douglas Road reconstruction project will start this year. The goal is to mitigate some of those traffic congestion issues along East Point Douglas Road at the Jamaica Avenue intersection, as well as east of there.

Brittain stated he understands that any additional traffic and wear and tear on the road is not the City's responsibility, but asked if the City is concerned about that parking area and its current state of repair. He also asked if the City monitors and enforces parking lot maintenance. Meyer responded she does not know what the City's process is for that. She will speak with our City staff to find out if there is a process.

Frazier asked if Code Enforcement would be able to inspect this property and require maintenance. Jakes stated that Code Enforcement inspects parking lots every spring, throughout the summer, and into fall.

Harder stated that road issues could have a negative effect on their customers. Those are things that their staff will be monitoring to make sure that it adds to that customer experience.

Fisher asked Harder if they are going to be a part of that maintenance agreement with all of the other businesses. Harder replied yes, they are responsible for whatever repairs are needed for the property that they take over.

Stephens asked if there were a certain volume of traffic that would require another traffic study and when one was done. Meyer replied traffic studies were done as part of the East Point Douglas & Jamaica project and the NorthPoint project. There is data for existing conditions, full buildout of NorthPoint, and projecting out to 2040 based on growth and general trip generation. She noted that the City may look into another traffic study if there were to be another major business park addition, etc.

Brittain asked about the reconstruction project. Meyer explained that a roundabout will be added, the signal that is in close proximity to the East Point Douglas and Jamaica intersection will be removed, and adding dual left-turn lanes for southbound, northbound, and westbound. These improvements should mitigate the traffic congestion we see there today.

Stephens stated this site has historically been automotive repair and asked if soil contamination will be looked since they are completely redeveloping the site. Harder stated that they did a Phase 1 Environmental Assessment on the site to see if there were any existing known envi-

ronmental issues there, as well as soil borings on the site. Typically, if there is any leaching into the soil there, it would show in the borings. It is a known potential risk when demolishing any existing building, and they are willing to accept that risk. They have funds set aside in case something would come up to remediate the site and take care of the issue.

Brittain made a motion to approve the site plan review, conditional use permit, and planned unit development for the proposed Rocket Carwash, subject to the conditions stipulated in the staff report. Stephens seconded. Motion passed unanimously (6-to-0 vote).

6.2 Lake Flora 2nd Addition – PP2023-005

The City of Cottage Grove has applied for a preliminary plat for Lake Flora 2nd Addition, which will create 2 industrial lots and 8 outlots on property located east of Jamaica Avenue, north of 100th Street, and south of the Soo Line Railroad tracks.

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

Rasmussen asked if the addition of this pond is essentially to take the runoff water for the development of these 65 acres. Schmitz replied that this pond is actually a regional pond, so it would collect a large portion of runoff, so it is not just specifically these particular parcels. When these parcels develop, they will actually have to support their own stormwater on site.

Stephens asked if the Watershed District was going to help fund this project and if the City thought about going after grants or other funding. Meyer replied each year the City goes through the CCIP Grant application process with the Watershed District, and those are for projects where the developer or the City goes above and beyond some treatment needs for a specific property. At that point, we can ask for up to 50 percent of the project cost to be reimbursed to the City through the Watershed District. In this case (Pone L-P3), she did not think we are doing anything above and beyond what is already needed for this area, so unfortunately, it would probably not qualify for a CCIP Grant through the Watershed District.

Fisher asked if we're approving the subdivision tonight. Schmitz replied it's just for the preliminary plat. Fisher asked if we're approving the land purchase, too, she is confused at what we are agreeing to. Schmitz clarified that it is a preliminary plat, and with those, we are typically talking about a development. In this case, it is an "if you build it, they will come," so we are creating parcels that are ready for when developers knock on the door. There's not much detail at this point, but if any of these parcels develop, then those specific projects will be back before the Commission. Fisher asked if the WAG Farm people own this land now. Schmitz confirmed that. Fisher was confused as to why the City was applying for all of these changes. Schmitz explained the City's Economic Development Authority (EDA) works with WAG Farms in our entire Business Park and has worked with them to those areas ready for development; in turn, our EDA makes some money in that process. Fisher asked if we know how much the land purchase will cost the City. Schmitz replied she didn't know that off the top of her head, but on the February 15 City Council Agenda there was the approval of that land purchase. Schmitz stated she can certainly look back and follow up on that. Frazier suggested checking the February 15 City Council Meeting minutes for that information; Fisher stated she would do that.

Rasmussen asked if anything was planned at the moment with the existing fire hall or is this just to replat the area and it would stay as is until development comes. Schmitz replied there are no plans at this time for the existing fire station; however, the City will continue to own it.

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

Rasmussen made a motion to approve the preliminary plat for Lake Flora 2nd Addition, subject to the conditions stipulated in the staff report. Wright seconded. Motion passed unanimously (6-to-0 vote).

Approval of Planning Commission Minutes of January 23, 2023

Wright made a motion to approve the minutes of the January 23, 2023, Planning Commission meeting. Fisher seconded. Motion passed unanimously (6-to-0 vote).

Reports

8.1 Recap of February City Council Meetings

Schmitz provided a summary of actions taken at the February 1 and February 15, 2023, City Council meetings.

Brittain asked if the land that was purchased on the Mississippi Dunes was not the entire amount of land that the City eventually wants to have as park; that would be dedicated when development occurs. This is just the extra land we were going to buy with that development that was going to go in there and when development does happen, the land the developer dedicates would be combined into one big park at a future point in time. Schmitz replied that is exactly the case; the City will purchase the 19+ acres outright, and then the additional will come as part of park dedication with development.

Council Member Khambata noted we have now had the fourth snowiest season on record, at just over 70 inches of snow. Our City staff has been working hard this winter, and he commended them for keeping a positive attitude and keeping the City going. Khambata stated Council also appreciates the hard work of the Planning Commission, as without them the City would not have all our great opportunities come to fruition.

8.2 Response to Planning Commission Inquiries

None.

8.3 Planning Commission Requests

Frazier stated he read an article that streetlights around the metro area were turning blue, due to a mechanical or manufacturing issue. St. Paul was asking residents to start reporting where those are, so they could be replaced. He asked if Cottage Grove was also having an issue with some of those streetlights. He noted on the Hinton and 70th Street roundabout, there are some lights that are turning blue. He asked if that was part of the same issue or if that is how those lights are supposed to be. Meyer replied that she is not sure, but will check with the Public

Works Department and will report back. The Commission had further discussion about the lights. Khambata stated he would raise that question with Public Works, as they are gearing up for replacement.

Adjournment

Fisher made a motion to adjourn the meeting. Wright seconded. Motion passed unanimously (6-to-0 vote). The meeting was adjourned at 7:50 p.m.



City Council Action Request

7F

Meeting Date	5/3/2023	
Department	Administration	
Agenda Category	Consent Agenda	
Title	Gambling License Application - Royal Oaks PTA	
Staff Recommendation	Authorize issuance of a single-occasion gambling permit to Royal Oaks PTA to conduct a raffle at River Oaks Golf Course (1199 Highway 61, Cottage Grove, MN 55016) on June 4, 2024 at 8:00 PM.	
Budget Implication	N/A	
Attachments	Gambling Memo - (Royal Oaks).tif	867.02KB

To: City Administrator Jennifer Levitt

From: Director of Public Safety Peter J. Koerner

Date: April 26, 2023

Subject: **GAMBLING LICENSE APPLICATION - TEMPORARY**

INTRODUCTION

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

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

BACKGROUND

Pursuant to City Ordinance, William Joseph Anderson-Horecka, on behalf of the Royal Oaks PTA has submitted an application for a Temporary Single Occasion gambling permit, to conduct a raffle, to be held at River Oaks Golf Course, 11099 Highway 61, Cottage Grove, MN 55016 on June 4, 2023, at 8:00am. The Department of Public Safety is required to conduct a police investigation of the applicants.

DISCUSSION

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

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

RECOMMENDATION

Recommend that the City Council approve the single occasion Gambling Permit application for the Royal Oaks PTA



Peter Koerner - Director of Public Safety 4/26/2023



City Council Action Request

7G

Meeting Date	5/3/2023
Department	Administration
Agenda Category	Consent Agenda
Title	Accacia Lodge Temporary Single Occasion Gambling Permit
Staff Recommendation	Authorize the issuance of a single-occasion gambling permit to Umarou Yayah on behalf of Accacia Lodge No. 51 to hold a raffle on October 14, 2023, at 11094 70th Street South.
Budget Implication	N/A
Attachments	Memo - Accacia Lodge (Gambling Application).tif 678.12KB

To: City Administrator Jennifer Levitt
From: Director of Public Safety Peter J. Koerner
Date: April 19, 2023
Subject: **GAMBLING LICENSE APPLICATION - TEMPORARY**

INTRODUCTION

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

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

BACKGROUND

Pursuant to City Ordinance, Umarou Yayah, on behalf of the Accacia Lodge No 51 has submitted an application for a Temporary Single Occasion gambling permit, to conduct a raffle, to be held at Accacia Lodge No 51, 11094 70th Street South, Cottage Grove, MN 55016 on October 14, 2023 at 6:00pm. The Department of Public Safety is required to conduct a police investigation of the applicants.

DISCUSSION

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

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

RECOMMENDATION

Recommend that the City Council approve the single occasion Gambling Permit application for the Accacia Lodge No 51.



Peter Koerner – Director of Public Safety 4/19/2023



City Council Action Request

7H

Meeting Date	5/3/2023	
Department	Community Development	
Agenda Category	Consent Agenda	
Title	Approval of Rental Licenses	
Staff Recommendation	Approve the issuance of rental licenses to the properties listed in the attached table.	
Budget Implication	N/A	
Attachments	Rental License Approvals CC Memo.tif	459.67KB
	Rental License Approvals Table.tif	1.19MB

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

FROM: Samantha Drewry, Code Enforcement Officer

DATE: April 26, 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 - MAY 3, 2023

RENTAL LICENSE NUMBER	PROPERTY STREET #	PROPERTY STREET NAME	PROPERTY OWNER
RENT-001690	8191	JENSEN AVENUE SOUTH	SPUHLER, KEVIN
RENT-001715	9386	71ST BAY SOUTH	IH4 Property Minnesota LP
RENT-001722	8311	66TH STREET SOUTH	2017-1 IH Borrower LP
RENT-001753	6780	PINE CREST TRAIL SOUTH	Hwang, Show Lang

MULTI-FAMILY:

THE WOODLANDS - 6 BUILDINGS, 180 UNITS

THE GROVES - 17 BUILDINGS, 68 UNITS

NORRIS SQUARE - 2 BUILDINGS, 148 UNITS



City Council Action Request

71

Meeting Date	5/3/2023
Department	Public Safety
Agenda Category	Consent Agenda
Title	Donation Acceptance from Cottage Grove Lions Club
Staff Recommendation	Accept the donation of a Bunn Coffee Brewer, coffee, and filters (value \$500.00) from the Cottage Grove Lions Club.
Budget Implication	N/A
Attachments	Donation Cottage Grove Lions Club April 2023.TIF 634.58KB



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

From: Peter J Koerner, Director of Public Safety

Date: April 26, 2023

Subject: DONATION ACCEPTANCE FROM COTTAGE GROVE LIONS CLUB

Introduction

The Cottage Grove Lions and Cottage Grove Public Safety have partnered over the years on numerous public education and community events. The Cottage Grove Lions continue to provide financial support to many programs. The Cottage Grove Public Safety team held life-saving training (CPR/AED, stop the bleed first aid and naloxone training) to the Cottage Grove Lions on April 18 at the Central Fire Station. After the training, the Cottage Grove Lions were able to host their business meeting at the Central Fire Station.

The training was outstanding, and the club was very appreciative. While the training is free to the community, the Cottage Grove Lions membership wanted to provide a donation to the fire/EMS team. They asked the donation “to be a want and not necessarily a need.” They still want to provide donations for EMS programs and the Public Safety Board golf fundraiser. Fire members have been looking for a commercial grade coffee maker, which the club thought would be a great way to demonstrate their appreciation. The club donated a Bunn Coffee Brewer, coffee, and filters in the amount of \$500.00.

The club will deliver the donation to members of the Cottage Grove Public Safety – Fire Division.

Recommendation

Accept the donation of a Bunn Coffee Brewer, coffee, and filters (value \$500.00) from the Cottage Grove Lions Club.



City Council Action Request

7J

Meeting Date	5/3/2023	
Department	Public Safety	
Agenda Category	Consent Agenda	
Title	Accept Fitness Machine Donation	
Staff Recommendation	Accept the donation of an ERG700 Air and Magnetic Rowing Machine (value \$1,199.99) from Terry and Bella Woodman for use by city staff to assist in maintaining a healthy lifestyle.	
Budget Implication	N/A	
Attachments	Fitness equipment Donation April 2023.TIF	435.09KB



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

From: Rick Redenius, Deputy Director of Public Safety – Fire Chief

Date: April 24, 2023

Subject: **ACCEPT ROWING MACHINE DONATION FROM TERRY AND BELLA
WOODMAN**

Introduction

The Cottage Grove Public Safety - Fire Division was contacted by Bella Woodman offering to donate a “nearly new” ERG700 Air and Magnetic Rowing Machine to be used for city staff wellness.

After a survey of the fire division, the City Wellness Committee, and several others that use the workout rooms at the Central Fire Station and City Hall, it was determined that the best fit would be to place the rowing unit in the City Hall workout room.

Recommendation

Accept the donation of an ERG700 Air and Magnetic Rowing Machine (value \$1,199.99) from Terry and Bella Woodman for use by city staff to assist in maintaining a healthy lifestyle.



City Council Action Request

7K

Meeting Date	5/3/2023
Department	Public Safety
Agenda Category	Consent Agenda
Title	Authorization to Utilize DUI Forfeiture Funds
Staff Recommendation	Authorize the purchase of upgraded in-car camera systems utilizing DUI forfeiture funds.
Budget Implication	The total to be spent on these systems will be within the DUI forfeiture account and will not affect general levy funds.
Attachments	Authorization to Utilize DUI Forfeiture Funds Council April 27 2023.TIF 439.51KB



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

From: Peter J Koerner, Director of Public Safety

Date: April 27, 2023

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

Introduction/Justification

At the last council meeting, we were approved for 3 Watchguard in-car camera systems. Since that time, we have learned that there is new pricing and model for our current system. The original \$19,325.00 for 3 Watchguard systems is included in this request for 3 additional systems, totaling up to \$50,000.00 for 6 Watchguard systems.

The total to be spent on these systems will be within the DUI forfeiture account and will not affect general levy funds.

The items we are proposing to purchase are as follows:

- 3 additional Watchguard in-car camera systems, 6 in total = up to \$50,000.00

Recommendation

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



City Council Action Request

7L

Meeting Date	5/3/2023	
Department	Administration	
Agenda Category	Consent Agenda	
Title	GIS Workstation LLC dba gWorks Master Agreement and Terms of Service Contract	
Staff Recommendation	Approve the GIS Workstation LLC Master Service Agreement, Terms of Service and Ordering Document.	
Budget Implication	No budget implication.	
Attachments	GWorks Memo.tif	455.69KB
	GWorks Agreement.tif	24.19MB



To: Honorable Mayor and City Council
Jennifer Levitt, City Administrator
From: Brian Bluhm, IT Manager
Cc: Brenda Malinowski, City Finance Director
Date: May 3, 2023
Subject: GIS Workstation LLC dba gWorks Master Agreement and Terms of Service Contract

Introduction

PubWorks is the current city's facility maintenance management system. In early 2023, city staff was informed that GIS Workshop LLC dba gWorks had acquired PubWorks. Due to the acquisition, gWorks has asked current PubWorks customers to sign a new Master Service Agreement and Terms of Service.

Background

As per policy, city staff asked the City Attorney, Kori Land, to review the agreement. Changes were submitted to GIS Workshop LLC to include Minnesota state law language. GIS Workshop LLC agreed to the terms and asked that an Ordering Document be included with the agreement acceptance. The submitted agreement has been reviewed by the City Attorney and approved.

Staff Recommendation

Staff recommends approving and signing the GIS Workstation LLC Master Service Agreement and Terms of Service and Ordering Document.

.



MASTER SERVICES AGREEMENT & TERMS OF SERVICE

Updated: October 10, 2022

MASTER SERVICES AGREEMENT

This Master Services Agreement (this "Agreement") is by and between GIS Workshop, LLC, a Delaware limited liability company doing business as gWorks ("gWorks"), and the company, organization, or governmental entity that signs this Agreement ("Client"). This Agreement is effective as of the effective date of the last signature date within this Agreement entered into by and between the parties (the "Effective Date").

gWorks may amend this Agreement from time to time by posting an amended version at its website, accessible via <https://www.gworks.com>, and sending Client written notice thereof. Such amendment will be deemed accepted and become effective 30 days after such notice (the "Proposed Amendment Date") unless Client first gives gWorks written notice of rejection of the amendment. In case of such rejection, this Agreement will continue under its most recently executed provisions, and the amendment will become effective at the start of Client's next Term (or renewal thereof) following the Proposed Amendment Date (unless Client first terminates this Agreement pursuant to Article 5, Term & Termination). Client's continued use of the Services following the effective date of an amendment will confirm Client's consent thereto.

ARTICLE 1: DEFINITIONS

All capitalized terms used, but not otherwise defined, in this Agreement shall have the meanings ascribed to them in this Article 1:

1.1 "Change Order" means a written change order, which modifies an existing Ordering Document and is signed by authorized representatives of both parties. A Change Order shall be deemed to be part of the applicable Ordering Document for all purposes.

1.2 "Client Materials" means all information, content, data, functionalities, and any other materials provided to gWorks by Client, whether created by Client or a third party, pursuant to this Agreement, for the purpose of assisting gWorks with the performance of its obligations hereunder.

1.3 "Deliverable" means any item that gWorks develops, prepares for, or provides to or for the benefit of Client in the course of providing Services, including any hardware, software, or other product, as well as any data that gWorks provides to Client in connection with any Web-based Services or Desktop Services; provided, that the Web-based Services or the Desktop Services, themselves, shall not be considered Deliverables.

1.4 "Intellectual Property" means all or any: (a) patents, patent disclosures, and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill

associated therewith; (c) copyrights, copyrightable works (including, without limitation, computer software programs, documentation, algorithms, program code, Specifications, reports, and designs), mask works, and rights in data and databases; (d) trade secrets, knowledge, know-how, techniques, ideas, concepts, and other proprietary information; and (e) all other intellectual property rights, in each case whether existing prior to the date of this Agreement or whether developed in the course of each party's performance of its obligations under this Agreement, whether registered or unregistered, and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable law in any jurisdiction throughout the world.

1.5 "Order" means a written agreement identified as an "Order" signed by an authorized representative of Client that sets forth Services and fees for such Services and that incorporates this Agreement and the applicable SOW(s).

1.6 "Ordering Documents" means the Order(s) and SOW(s).

1.7 "Services" means any services rendered by gWorks to or for the benefit of Client, as described in an Ordering Document. Services specifically include any Web-based Services or Desktop Services and any Professional Services that are rendered by gWorks to or for the benefit of Client.

1.8 "Specifications" means the specifications and functionalities to which the Deliverables shall be developed by gWorks, as set forth in an Ordering Document.

1.9 "SOW" means a statement of work or other similar document incorporated into an Order that sets forth the particular Services to be rendered and Deliverables to be developed by gWorks on behalf of Client, the schedule for the delivery of the Services and Deliverables, the respective obligations of the parties, and other relevant information pertaining thereto.

1.10 "Web-based Services" means any gWorks internet-based application, geospatial system, or website or mobile application that the Client has subscribed to by Ordering Document or that gWorks may otherwise make available to the client, and developed, operated, and maintained by gWorks, accessible via <https://gworks.com> or subdomain, <https://frontdeskworks.com> or subdomain, or another designated URL, and may have ancillary products and services, including website hosting and data storage and support services, that gWorks provides to the Client.

1.11 "Desktop Services" means any gWorks desktop-based applications and related support services that the Client has licensed to by Ordering Document or that gWorks may otherwise make available to the Client, and developed, furnished, and maintained by gWorks.

1.12 "Professional Services" means any non-software application service gWorks provides to the Client, including but not limited to software implementation, software onboarding, client onboarding, time and material services, consulting, and projects of a defined scope.

ARTICLE 2: SERVICES; DELIVERABLES

2.1 gWorks shall perform the Services in a professional and workmanlike manner, using qualified personnel, in accordance with the Specifications and the terms set forth in the applicable Ordering Document. To the extent that Client desires to subscribe to any Web-based Services, Client agrees to be bound by the Terms of Service attached hereto as Exhibit A. gWorks will, in its sole discretion, select personnel to render the Services, establish working hours for its personnel, use the resources and materials it deems appropriate to perform the Services, and, within the parameters set forth in an Ordering Document, determine the method, details, and means of performing the Services. gWorks may suspend the performance of Services without notice or liability if: (a) Client fails to pay any amount due to gWorks within 15 days of receiving a non-payment notice from gWorks; (b) there is any event for which gWorks reasonably believes the suspension of the Services is necessary to protect its systems or other clients, or (c) a law enforcement or third party government agency has requested such suspension. If gWorks suspends the Services based on clause (b), and such suspension lasts longer than 15 business days, then Client may terminate this Agreement or any Ordering Document upon written notice to gWorks.

2.2 gWorks shall deliver the Deliverables, along with all relevant documentation, in a timely manner, in accordance with the milestones and delivery dates set forth in the applicable Ordering Document. The parties will agree on any procedures for testing and acceptance of Deliverables in the applicable Ordering Document. Upon final payment by Client for a Deliverable and satisfaction of all outstanding payment obligations, Client shall be deemed the owner of title to such Deliverable, excluding the Intellectual Property embodied therein (unless otherwise set forth in the applicable Ordering Document), and Client will receive a royalty-free, non-exclusive license to use the Intellectual Property embodied in such Deliverable solely in connection with Client's rightful use of the applicable Deliverable, and conditioned upon Client's compliance with its obligations in this Agreement.

2.3 In the event that gWorks agrees to any changes, as may be requested by Client from time to time, to the Services, the Deliverables, or the Specifications, such changes shall be documented in a written Change Order.

ARTICLE 3: CLIENT OBLIGATIONS

3.1 Client shall provide gWorks with reasonable access to Client's personnel, facilities, equipment, and Client Materials during normal business hours and otherwise as reasonably requested by gWorks, to enable gWorks to provide the Services. Except as expressly set forth in this Agreement, gWorks will have no liability for any damages incurred by Client due to a breach of the security of Client's facilities or technology. Client shall take such actions as are reasonably necessary to protect the security of said facilities and technology. gWorks shall have no liability for loss of any Client Materials. Accordingly, Client shall be solely responsible for creating and maintaining current copies of all Client Materials provided to or stored by gWorks, and storing such copies in a reasonably secure location.

3.2 Client represents and warrants to gWorks that Client has obtained all necessary authorizations and/or licenses to provide the Client Materials to gWorks and to permit

gWorks to use, reproduce, and/or modify the Client Materials, without liability to Client or any third party. Client hereby grants to gWorks a non-exclusive right and license to use, reproduce, and modify the Client Materials to the extent necessary to enable gWorks to provide the Services and develop the Deliverables.

3.3 Client shall comply with all laws and governmental regulations affecting its use of the Services and Deliverables, and gWorks shall have no responsibility therefor, including, without limitation, any responsibility to advise Client of such laws or regulations.

3.4 Client shall ensure that any hardware, applications, or software not provided by gWorks pursuant to this Agreement will function properly while using the Deliverables and Services. The failure of Client's hardware, applications, or software to so function shall not relieve Client of any of its obligations under this Agreement.

3.5 Client shall not remove, modify, or obscure any copyright, trademark, or other proprietary rights notices that appear on any software provided or licensed to Client by gWorks. Client may not reverse engineer, decompile, or disassemble any software provided or licensed by gWorks, except to the extent that the parties expressly agree in the applicable Ordering Document that Client owns all right, title, and interest in and to such software and the Intellectual Property embodied therein.

ARTICLE 4: FEES AND EXPENSES

4.1 Client shall pay gWorks for all Services and Deliverables, in the amounts, at the times, and in the manner set forth in each Ordering Document. Any payment that is past due to gWorks shall bear interest at the rate of 12% per annum or the highest rate allowed by applicable law (whichever is lower). Client shall reimburse gWorks for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any overdue amounts. Client shall pay all sales, use, value-added, excise, and other similar taxes (but specifically excluding taxes on gWorks' income) which result from, or are related to, the rendition of the Services or the providing of the Deliverables. Upon the execution of a Change Order, gWorks may require Client to pay for all Services and Deliverables completed from execution of the original Ordering Document to the execution of the Change Order. Client's failure to make any payment when due shall be considered a material breach of this Agreement.

4.2 gWorks reserves the right to change fees for its Services from time to time. gWorks will notify the Client at least thirty (30) days in advance with the renewal term invoice, and the increased fees will apply at the start of the next renewal term. If the Client does not agree to this increase, either party can choose to terminate the renewal term at the end of the Client's then-current term per the termination provisions in this Agreement or as set forth in the Ordering Document. Client's continued use of the Services beyond the cancellation window constitutes the Client's agreement to those changes.

ARTICLE 5: TERM AND TERMINATION

5.1 This Agreement shall be in effect from the Effective Date and shall continue until the end of the term of the last Ordering Document or until terminated in accordance with the provisions set forth in this Agreement. An Ordering Document shall be in effect from the

effective date of such Ordering Document and shall continue for the term specified in such Ordering Document, including automatic or manual renewals of Web-Based Services or Desktop Services, or until terminated in accordance with the provisions set forth in this Agreement and such Ordering Document. Unless otherwise set forth in the applicable Ordering Document, termination of any Ordering Document shall not constitute a termination of any other Ordering Document or of this Agreement. Termination of this Agreement in accordance with the provisions set forth in this Agreement shall terminate all Ordering Documents and the Terms of Service. gWorks may terminate this Agreement immediately if it reasonably believes that Client is infringing, has infringed, or is threatening to infringe the Intellectual Property rights of any third parties, or at any time when there are no currently effective Ordering Documents. This Agreement or any Ordering Document may be immediately terminated, in writing, by either party as follows: (a) if the other party breaches any material provision hereof or the applicable Ordering Document and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party; or (b) upon dissolution, insolvency, or any adjudication in bankruptcy of, or any assignment for the benefit of creditors by, the other party.

5.2 Termination of Desktop Services. gWorks may terminate the rights of Client under this Agreement in the event of a default by Client. gWorks' software has been designed to cease functioning in the event that the annual license fee is unpaid. Client acknowledges the existence of this feature in the software and specifically waives any claim for consequential damages, which may result. In the event of default, all unpaid Annual License Fees, product support-related fees, and any other charges payable for the entire duration of this Agreement shall, upon written notice by gWorks become due and payable. This remedy shall be in addition to any other remedy lawfully available to gWorks. In the event of termination by gWorks or by Client (as herein provided) Client shall return the program and all related materials within ten (10) days, (as provided in paragraph seven), certifying to gWorks that all copies or partial copies have been destroyed. Client shall remain liable for all unpaid charges required to be paid under this Agreement including; unpaid Annual License Fees and product-support-related fees, notwithstanding such termination. Default in respect to payment shall mean the Client's failure to pay any amount, which is past due, within ten (10) days after written notice to Client that the payment is delinquent. Default is further defined to include the following: an assignment, sale, mortgage, sublease or sublicense of the program by Client; levy of execution or attachment upon the program or any attempt to levy the same; breach of any proprietary right of gWorks (as defined by paragraph seven); of Client's breach of any of the other terms or conditions hereof. In the event of breach or default of this Agreement, Client shall hold gWorks harmless from all reasonable attorney's fees, costs and interest (at the highest rate permitted by law) arising by reason of such breach or default, from the date of the default or breach, in addition to other damages. Client shall have the right to terminate this Agreement upon thirty-(30) days written notice. In such event, Client shall be required to return the program and related materials as provided herein and shall be responsible to pay all charges required to be paid under this Agreement for the duration of the license. Client shall not have the right to terminate after Client is in breach of this contract. gWorks shall not be required, under any circumstances, to refund

any portion of the implementation or onboarding fees, the Annual License Fee, or the product support-related fees, already paid.

5.3 Termination of Web-Based Services. See Terms of Service.

5.4 Upon termination of this Agreement for any reason: (a) Client shall immediately pay all outstanding amounts it owes to gWorks hereunder; (b) Client shall immediately cease using all terminated Services; (c) gWorks may take steps to change, remove, or otherwise block Client's access to any and all Services; and (d) upon payment in full of the fees owed to it, gWorks shall deliver to Client any Deliverables, in their current form as of the effective date of termination, along with all documentation, Specifications, Client Materials and programming language in gWorks' possession. Notwithstanding the above, if, within thirty (30) days after the termination of this Agreement, or any Services, Client requests to export any data files, gWorks shall export such data files to Client, and such services will be charged at gWorks then-standard rates. Unless otherwise specified in the applicable Ordering Document, Client shall reimburse gWorks for the costs of all non-cancelable products or services procured from third parties in connection with gWorks' performance of the Services. The provisions of Articles 1, 4, 8, and 9, along with Sections 3.3, 5.2, 5.4, 10.1, 10.2, 10.4, 10.5, 10.6, 10.7, 10.9, and 10.10 of this Agreement shall survive the termination of this Agreement, to the extent applicable.

ARTICLE 6: INTELLECTUAL PROPERTY

6.1 gWorks is the exclusive owner of all right, title, and interest in and to all Intellectual Property embodied in the Deliverables, the Services, and the Specifications, and any modifications, enhancements, improvements, and derivative works therein or thereto, as well as any other Intellectual Property developed in the course of gWorks' performance under this Agreement. Client shall not take any action that weakens, deters, or otherwise negatively impacts gWorks' rights in its Intellectual Property. Client hereby assigns any and all rights it may be deemed to own in gWorks' Intellectual Property to gWorks. For purposes of clarification, upon payment in full by Client for all Deliverables and Services, Client shall own title to the Deliverables themselves, notwithstanding the fact that no proprietary rights shall accrue to Client in any Intellectual Property embodied therein or associated therewith, and Client may use such Deliverables as it sees fit, subject to Client's full and continued compliance with the terms and conditions of this Agreement. The Client will retain ownership of the Intellectual Property embodied in any Client Materials that are incorporated into such Deliverable, as such Client Materials exist at the time Client discloses or provides them to gWorks hereunder, and no proprietary rights shall accrue to gWorks in such Client Materials. Except as expressly set forth in this Agreement, nothing in this Agreement shall transfer any right, title, or interest in any of either party's Intellectual Property.

6.2 In performing a Service or developing a Deliverable, gWorks may use certain third party technology set forth in the applicable Ordering Documents ("Third Party Technology"). To the extent gWorks has the right to grant licenses to such Third Party Technology, gWorks hereby grants to Client a royalty-free, non-exclusive license to use the Third Party Technology solely in connection with its use of the applicable Deliverable, subject to any limitations imposed by the owner of such Third Party Technology. gWorks

makes no representations or warranties with respect to any Third Party Technology and shall have no liability arising out of or relating to Client's use thereof.

6.3 gWorks may from time to time arrange for Client's purchase, lease, or license of third party hardware, equipment, software, services, data, or other products not owned by gWorks ("Third Party Products"). Client's use of Third Party Products is governed by the terms and conditions of any license or other agreement between Client and the third party, and Client agrees to abide by all such terms and conditions. gWorks makes no independent representations and warranties with respect to any Third Party Products and shall have no liability arising out of or relating to Client's use thereof. Any third party warranties are the exclusive remedies of Client with respect to Third Party Products.

6.4 Grant of License for Desktop Services. gWorks grants to Client a personal, non-assignable, non-transferable and non-exclusive license to use Desktop Services solely in the conduct of Client's business, only at the locations designated by Client in the Ordering Document. Client acquires only the right to use the Desktop Services and does not acquire any legal or equitable right of ownership in the Service. This Agreement and the license granted pursuant hereto may not be mortgaged, pledged, assigned, sublicensed, leased or otherwise transferred by Client without prior written consent from gWorks. Client may not reverse engineer or attempt to derive the source code of the program.

ARTICLE 7: REPRESENTATIONS AND WARRANTIES

Each party hereby represents warrants to the other that: (a) it is validly organized, in good standing, and licensed to conduct business in each jurisdiction in which the failure to do so would have a material adverse effect on such party; (b) it has all necessary corporate power and authority to enter into this Agreement, to grant to the other party all of the rights granted hereby, and to perform its obligations hereunder; (c) this Agreement is and shall remain the valid, legal, and binding obligation of such party, enforceable against it in accordance with its terms, except where enforceability may be limited by bankruptcy, insolvency, or similar laws affecting creditors' rights or by principles of equity; and (d) the execution, delivery, and performance of this Agreement does not conflict with, or result in a breach of, any agreement, written or oral, to which it is a party or by which it or its properly is bound.

ARTICLE 8: DISCLAIMER; LIMITATION OF LIABILITY; INDEMNIFICATION

8.1 EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, CLIENT'S USE OF ANY SERVICE OR DELIVERABLE IS SOLELY AT CLIENT'S OWN RISK. ALL SERVICES AND DELIVERABLES ARE PROVIDED ON AN "AS IS," AND "AS AVAILABLE" BASIS, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN. GWORKS DISCLAIMS ALL WARRANTIES OF ANY KIND PERTAINING TO THE SERVICES AND DELIVERABLES THAT ARE NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. GWORKS MAKES NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR DELIVERABLES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE

SERVICES OR DELIVERABLES. TO THE EXTENT ANY JURISDICTION DOES NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY.

8.2 GWORKS' AND ITS AFFILIATES' ENTIRE CUMULATIVE LIABILITY, AND CLIENT'S EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, FOR ALL DAMAGES AND LIABILITIES ARISING UNDER ALL CLAIMS IN CONNECTION WITH THIS AGREEMENT, ANY ORDERING DOCUMENT, OR CHANGE ORDER, REGARDLESS OF THE FORM OF ACTION (INCLUDING, BUT NOT LIMITED TO, ACTIONS FOR BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, RESCISSION, MISREPRESENTATION AND BREACH OF WARRANTY) SHALL NOT IN THE AGGREGATE EXCEED THE FEES ACTUALLY PAID BY CLIENT TO GWORKS UNDER THE APPLICABLE ORDERING DOCUMENT IN THE SIX MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH CAUSED THE DAMAGE OR LIABILITY. IN NO EVENT SHALL GWORKS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN, LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW. REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT MUST BE THE SUBJECT OF A NOTICE TO GWORKS, WITHIN 1 YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE, OR SUCH CLAIM SHALL BE FOREVER BARRED.

8.3 Each party, on behalf of itself and its respective affiliates, officers, directors, agents, and employees (collectively, the "Indemnifying Party") agrees to indemnify and hold the other party and each of its respective affiliates, officers, directors, agents, and employees (collectively, the "Indemnified Party") harmless from and against any and all liabilities, obligations, losses, damages, penalties, fines, amounts paid in settlement, interest, expenses, and disbursements of any kind and nature whatsoever (including attorneys' fees), arising out of or relating to any suit, investigation, proceeding, demand, or claim by any third party (collectively "Claims") arising out of or related to (a) a violation by the Indemnifying Party of any applicable law, rule, regulation, or court order; or (b) any personal injury (including death) or property damage caused by the gross negligence or willful misconduct of the Indemnifying Party.

ARTICLE 9: CONFIDENTIALITY

During the term of this Agreement, each party (the "Disclosing Party") may provide the other party (the "Receiving Party") with certain confidential and proprietary information ("Confidential Information"). Confidential Information includes the Disclosing Party's research, financial and accounting data and projections, technical data, computer programs, customer lists and information, marketing strategies, estimated staffing requirements, know-how, any information that is marked "confidential" (or with a similar legend), any information that is orally disclosed, identified as confidential at the time of disclosure, and confirmed in writing as being confidential within 30 days thereafter, as well as any information or material which, by its nature and under the circumstances surrounding its disclosure, is generally considered proprietary and confidential, regardless of whether it is marked or properly reduced to writing. Confidential Information does not include information that (a) is publicly known at the time of its

disclosure; (b) is lawfully received by the Receiving Party from a third party not under an obligation of confidentiality to the Disclosing Party; (c) is published or otherwise made known to the public by the Disclosing Party; or (d) was generated independently by the Receiving Party before disclosure by the Disclosing Party. The Receiving Party shall not use the Disclosing Party's Confidential Information except to the extent necessary to perform its obligations under this Agreement. The Receiving Party will likewise restrict its disclosure of the Disclosing Party's Confidential Information to those who have a need to know such Confidential Information in order for the Receiving Party to perform its obligations under this Agreement. Such persons will be informed of and will agree to the provisions of this Article 9, and the Receiving Party will remain responsible for any unauthorized use or disclosure of the Confidential Information by any of them. Notwithstanding the foregoing, the Receiving Party may disclose such Confidential Information if required or requested to do so by a governmental agency, a court or administrative subpoena, an order or other legal process or requirement of law, or in order to defend its rights hereunder. If so requested or required, the Receiving Party shall (x) first notify the Disclosing Party of such request, requirement or proposal for use in defense; (y) in the case of a required disclosure, furnish only such portion of the Confidential Information as it is advised in writing by counsel that it is legally required to disclose; and (z) cooperate with the Disclosing Party in its efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to that portion of the Confidential Information that is required to be disclosed. Upon the termination of this Agreement, and upon the written request of the Disclosing Party, the Receiving Party shall return all Confidential Information of the Disclosing Party which is in its possession or under its control.

ARTICLE 10: MISCELLANEOUS

10.1 During the term of this Agreement and for a period of one year thereafter, Client shall not, directly or indirectly, solicit for employment or hire any employee of gWorks with whom Client has had contact or who became known to Client in connection with this Agreement.

10.2 gWorks acknowledges that the Nebraska Fair Employment Practices Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. sections 48-1101 to 48-1125). gWorks guarantees compliance with the Nebraska Fair Employment Practices Act, and its breach of this Section shall be regarded as a material breach of this Agreement. gWorks shall insert a similar provision in its agreements with its subcontractors.

10.3 gWorks certifies that it maintains a drug-free workplace to ensure worker safety and workplace integrity.

10.4 Any notice, consent, or other communication required or permitted hereunder shall be in writing. It shall be deemed given when (a) delivered personally, (b) sent by confirmed fax or e-mail, (c) sent by commercial overnight courier with written verification of receipt, or (d) sent by registered or certified mail, return receipt requested,

postage prepaid, and the receipt is returned to the sender. Names, addresses, and fax numbers for notices (unless and until written notice of other names, addresses and fax numbers are provided in accordance with the provisions of this Section) are listed on the signature page to this Agreement.

10.5 Except as expressly stated herein, the remedies provided to the parties under this Agreement shall be cumulative and non-exclusive.

10.6 This Agreement shall be construed, interpreted, and enforced according to the laws of the State of Nebraska, without giving effect to the conflicts of law principles thereof. Any dispute arising under this Agreement will be first referred for resolution to each party's respective management designee. To the extent that the designees of the parties cannot resolve the dispute within a reasonable period of time, the parties shall consider in good faith trying to settle the dispute by non-binding mediation and/or engaging in binding arbitration. Any and all mediation and arbitration hearings shall be held in Lincoln, Nebraska, unless the parties agree otherwise. All such arbitration will be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association by a panel of three neutral arbitrators, one selected by each party and the third (who will be the chair of the panel) selected by the other two arbitrators. The award or decision rendered by the panel (including an allocation of the costs of arbitration) will be final and binding, and judgment may be entered upon such award by any court of competent jurisdiction. Neither party shall initiate litigation with respect to any dispute until at least ninety (90) days after notice of the dispute is first given or received. In the event litigation is pursued, each party, for itself and its successors and assigns, hereby expressly and irrevocably (a) consents to the exclusive jurisdiction of the state and federal courts of the State of Nebraska, (b) waives any objection based on forum non conveniens or any objection to venue of any such action, and (c) waives any rights it may have to a jury trial.

10.7 The parties acknowledge that gWorks is an independent contractor with respect to Client. Nothing contained herein shall be construed as creating any agency, partnership, joint venture, or employment relationship between gWorks and Client. Client will not supervise gWorks. gWorks shall pay all taxes due and payable on the payments received from Client in accordance with federal, state, and local law. Client shall not withhold or pay any federal, state, or local income tax, or any other payroll tax of any kind, on behalf of gWorks. gWorks not eligible for, nor entitled to, and shall not participate in, any of Client's fringe benefit plans.

10.8 gWorks may assign this Agreement in the event of a sale of all or substantially all its assets or a merger, consolidation, or change in control of a majority of its outstanding voting shares. Otherwise, except as otherwise provided herein, neither party may assign its rights or obligations under this Agreement without the other party's prior written consent, which consent may be withheld or conditioned at the discretion of the non-assigning party. gWorks may not subcontract the performance of its obligations hereunder, in whole or in part, without the Client's prior written consent, which consent will not be unreasonably withheld or delayed.

10.9 This Agreement, including all applicable Ordering Documents, Change Orders, the Terms of Service (if applicable), and any other addenda (all of which are incorporated herein by this reference) contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede any and all prior or contemporaneous discussions, negotiations, agreements, or understandings between the parties, whether written or oral, regarding the subject matter hereof. Except as otherwise provided herein, no waiver, amendment, or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment, or modification is sought to be enforced. In the event of any conflict between the provisions of this Agreement and any Ordering Document, the Terms of Service, or any other addenda, the provisions of this Agreement will control, provided, however, the provisions of the Ordering Document will control if (i) the Ordering Document specifically references this Section 10.9 and states that the provisions of the Ordering Document will control and (ii) the provision at issue in the Ordering Document does not conflict with any provision in Article 6 or Article 8 of this Agreement. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other breach by either party.

10.10 If any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, the remaining provisions of this Agreement shall remain in full force and effect. The unenforceable or invalid provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or applicable court decisions.

10.11 As used in this Agreement, “including” means “including without limitation”. The words “or” and “nor” are inclusive and include “and”. The singular shall include the plural and vice versa. References to “Articles,” “Sections,” “Ordering Documents,” “SOWs” shall mean the Articles, Sections, Ordering Documents or SOWs of or attached to this Agreement, unless otherwise expressly indicated. The headings or titles preceding the text of any Article or Section are inserted solely for convenience of reference, and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction, or effect of this Agreement.

10.12 If either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including, without limitation, acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, utility or communication interruptions, rejection of domain name by registration company, transportation delays, power failure, computer failure, failure of Client’s computer system, gWorks system downtime for routine maintenance, network problems, or telecommunications failure, the delay shall be excused during the continuance of, and to the extent of such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed.

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same Agreement. This Agreement may be

executed and delivered via facsimile, electronic mail, or other electronic transmission methods (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000), and the execution and delivery of this Agreement by such methods shall be deemed to be valid and effective for all purposes.

By signing this Agreement, the individual signing on behalf of the Client certifies and warrants that they are authorized to sign on behalf of the Client, agree to the terms of this Agreement and any documents incorporated herein, and that, upon their signature, this Agreement and any documents incorporated herein will become legally binding agreement of the Client.

GIS Workshop, LLC d/b/a gWorks

Client Name*:

Sign: *Joseph R. Heieck*

Sign:

Print Name: Joseph R. Heieck

Print Name:

Title President & CEO

Title

Date: 10/12/2022

Date:

Address: 3905 S 148th St., Suite 200,
Omaha, NE 68154

Address:

*For Client Name, please use the legal name of your entity, organization, or government body. For example, City of Anytown TX; Any County MD; Anytown Water District CO; Anytown Public Utility IA.

EXHIBIT A: TERMS OF SERVICE

GIS WORKSHOP LLC, DBA GWORKS

THESE TERMS OF SERVICE (the "Terms of Service") are effective as of the first date on which the person or entities agreeing hereto (the "Client") executes a Statement of Work or Master Services Agreement, agreeing to be bound to these Terms of Service, or otherwise indicates its acceptance of these Terms of Service by registering for and accessing the Service (as hereinafter defined) (the "Effective Date"). These Terms of Service outline the services that the Client will receive. These Terms of Service shall be a binding agreement between Client and GIS Workshop, LLC dba gWorks ("gWorks") doing business as gWorks (each a "Party" and collectively the "Parties"). The Terms of Service govern the Parties' rights and obligations with respect to the provision and access of those certain web-based and/or mobile application services (the "Service") offered by gWorks on and through its website (the "Site") for personal or business use by Client (the "Purpose"). Client acknowledges that it has read these Terms of Service carefully before

accessing or using the Site or the Service and agrees to be bound by the terms and conditions therein. To the extent gWorks makes any material changes to these Terms of Service, it shall use commercially reasonable efforts to notify and seek Client's acceptance of such changes prior to such changes becoming effective as to Client. Capitalized terms which are used but not otherwise defined herein shall have the meanings ascribed to them in the Master Services Agreement. In the event of any conflict between the Terms of Service and the Master Services Agreement executed by the Parties, the Master Services Agreement shall control.

1. **SERVICE.** Subject to Client's continued compliance with these Terms of Service, and in consideration of gWorks granting access to Client to the Site and Service in accordance with the terms hereof and the Subscription Fee (as defined below) paid by Client hereunder, gWorks grants to Client, and Client hereby accepts, pursuant to the terms and conditions set forth herein, a non-exclusive, non-transferable, non-sublicensable right and subscription to use and access the Service through the Site, solely in connection with the Purpose. All features, content, specifications, Site Deliverables, data, and layout of the Service described or depicted on, or generated through, the Site are subject to change.
2. **THIRD PARTY PRODUCTS.** Client acknowledges that the Service may include access to third party software, services, and data (collectively, "Third Party Products"). By accessing the Service, Client is agreeing to be bound by each of these third party's terms with respect to their own software, services, and data. gWorks makes no independent representations or warranties with respect to any Third-Party Products and shall have no liability arising out of or relating to Client's use thereof.
3. **SCOPE OF SUBSCRIPTION RIGHTS.** The rights granted by gWorks to Client for the Service are personal to Client and allow Client to use and access the Service and any Site Deliverables (as defined below) generated through the Service for its own personal or business use, for public access (allowing the public to use any available computers or mobile devices to obtain access), on its own computer or mobile device, and strictly for the Purpose. Except as otherwise provided herein, these subscription rights may not be shared by more than one individual or assigned to new users without the consent of gWorks, which may be withheld in gWorks' sole and absolute discretion.
4. **FEES AND PAYMENT TERMS.**
 - (a) In consideration for gWorks granting Client access to the Service, Client agrees to pay to gWorks a non-refundable subscription fee in the amount and on the terms set forth in the Ordering Documents (the "Subscription Fee"), which shall be charged in accordance with the Ordering Documents.
 - (b) Unless otherwise agreed to by the parties, Client shall be initially charged the Subscription Fee on the Effective Date. Client shall register for the Service either through the execution of an Ordering Document with gWorks, or through accessing the Service electronically. Upon registration, Client may submit credit card information for the account that will be automatically charged for the Subscription Fee. Alternatively, gWorks may issue an invoice to Client for payment by Client in accordance with the terms of such invoice. The Subscription Fees shall be processed on a reoccurring basis by gWorks and

either automatically charged to Client's credit card or through an issued invoice, which shall be payable by Client in accordance with its terms and the applicable terms of the Ordering Document.

(c) In the event that gWorks elects to allow for payment by credit card, gWorks may use a third-party intermediary to manage credit card processing, and this intermediary will not be permitted to store, retain or use Client's billing information except to process Client's credit card information for gWorks. gWorks' handling of Client's personal information shall be in accordance with gWorks' privacy policies and practices, which will be provided to Client upon request or is available here: <https://www.gworks.com/privacy-policy/>.

(d) If Client's credit card payment information is entered in error or if payment does not go through for processing and Client fails to update or correct such payment information upon gWorks' request, gWorks may immediately terminate these Terms of Service and suspend Client's account without notice. In the event of any termination or suspension hereunder, Client will still have access to those portions and features of the Service that are made available to Client for no charge.

(e) The Subscription Fee does not include any taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any local, state or federal jurisdiction that may be levied upon the Service or Client's use of the Site. If taxes should be imposed on any of the foregoing, Client will pay all such taxes (excluding taxes imposed on or measured by gWorks' income) and hold gWorks harmless for the payment of any and all such taxes.

(f) Upon term renewal, gWorks may increase the Client's annual Subscription Fees up to gWorks then-current list price or for changes to the Consumer Price Index. gWorks will notify the Client at least thirty (30) days in advance with the renewal term invoice, and the increased fees will apply at the start of the next renewal term. If the Client does not agree to this increase, either party can choose to terminate the renewal term at the end of the Client's then-current term per the termination provisions in this Agreement or as set forth in the Ordering Document.

5. CLIENT MATERIALS. Client acknowledges and agrees that, in order for Client to fully utilize certain portions of the Service, Client must input certain Client Materials into the Service via the Site or via the gWorks. By doing so, Client is not relinquishing any of its ownership or rights in and to such Client Materials. However, Client hereby grants to gWorks, and gWorks hereby accepts, a non-exclusive, sublicensable, perpetual, worldwide license to use, host, reproduce, store, enhance, supplement and otherwise distribute the Client Materials in any and all ways necessary for gWorks to provide to Client the Service, to generate the Site Deliverables, and for all other legitimate business purposes of gWorks related to the Service or Site (or with respect to gWorks' other legitimate business needs). Client, not gWorks, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership of all Client Materials, and gWorks shall not be responsible or liable for the deletion, correction, inaccuracy, destruction, damage, loss or failure to store any Client Materials. Client acknowledges and agrees that gWorks is not responsible for examining or evaluating and makes no guarantees regarding the accuracy, completeness, timeliness, validity, legality,

decency, quality or any other aspect of the Client Materials, and gWorks shall have no liability to Client or any third party for its use of or reliance on the Client Materials. gWorks reserves the right to remove and/or discard Client Materials upon thirty (30) days written notice to the Client. If the Client does not claim the Client Materials or make arrangement to do so within thirty (30) days of gWorks providing the written notice to the Client, gWorks may remove and/or discard the Client Materials. gWorks will, upon request, provide Client with access to the Client Materials during the Term of these Terms of Service, in a form reasonably agreed to by gWorks and Client. The parties agree that gWorks will provide notice to the Client of any Client Materials of which it has possession upon termination of these Terms of Service. gWorks will maintain any such Client Materials for a period of thirty (30) days following termination of the agreement. If the Client or another representative of the State of Nebraska does not claim or make arrangements to claim the Client Materials within thirty (30) days after the notice, gWorks has no further obligation to maintain any Client Materials.

6. SITE DELIVERABLES. As part of the Service, gWorks may generate certain data, reports, studies, charts, presentations or other deliverables (collectively, the “Site Deliverables”). While gWorks makes extensive efforts to present accurate and up to date Site Deliverables, Client acknowledges that such Site Deliverables rely largely on the accuracy and currency of the third party data used by gWorks in connection therewith. Thus, gWorks makes no representations or warranties as to the Site Deliverables, and the Parties acknowledge that the Site Deliverables may be inaccurate, incomplete, unreliable or out of date. Client should independently verify the accuracy, completeness and relevance of any information it receives from gWorks as part of a Site Deliverable before relying on it for any purpose of material impact. gWorks is not responsible for damages from lost profits, loss of business or any other losses arising out of Client’s use of or reliance on the Site Deliverables, Service or Site.

7. SERVICE RESTRICTIONS. Client agrees it will not: (a) rent, lease, license, loan, transfer, assign, sell, copy, sublicense, commercialize, distribute or otherwise use or provide access to the Site, the Service or Site Deliverables, or the underlying software used therein, in whole or in part, on a temporary or permanent basis, except as expressly permitted by these Terms of Service; (b) use the Service, the Site Deliverables, the underlying software used therein, or any portion thereof to create any tool, application or software product that can be used to create software applications of any nature whatsoever; (c) Use the Service, Site Deliverables, or the Site in any unlawful manner whatsoever; (d) Remove, alter, cover, obfuscate, and/or otherwise deface any proprietary notices on the Site or the Site Deliverables; (e) Access the Service by any means other than through the Site; (f) Spider, data-mine, scrape, probe or otherwise attempt to abuse the Site or Service; or (g) Modify, alter, adapt, copy, decompile, disassemble, reverse engineer, reverse assemble or emulate the functionality, reverse compile, attempt to derive the source code of, reduce to human readable form, or create derivative works of the Service, the Site or the underlying software used therein, in whole or in part.

8. REGISTRATION. Prior to Client being able to access the Service, Client may be required to register for the Service on the Site. Alternatively, Client may register for the Service by executing a written agreement (i.e. a Master Agreement or Ordering Document) with gWorks in the form provided to Client by gWorks. As part of the registration process, Client will be required to provide certain information, and may be awarded a username and password. Client shall remain responsible for maintaining the security of its account, including its username and password, and shall not disclose it to any third party except as

authorized herein. gWorks will not be responsible or liable for any loss or damage caused by Client's failure to comply with its security obligation. Client remains responsible for all activity occurring under its accounts, and shall notify gWorks immediately of any unauthorized use of any password or account or any other known or suspected breach of security.

9. SUPPORT, MAINTENANCE AND UPGRADES.

(a) Provided Client is not in breach of these Terms of Service, and provided these Terms of Service remain in effect, gWorks will provide general support services related to the Service during the hours of 8:00 AM through 5:00 PM, CST, Monday through Friday (not including holidays). This schedule may change from time to time, as determined by gWorks in its sole discretion. General support services will include email communication during the time frame described above. Any support services beyond those described herein, or any support services provided outside of the time frame described above, may be provided by gWorks at gWorks' sole and absolute discretion, and upon terms determined by gWorks.

(b) Client understands and acknowledges that gWorks has the right to modify and update (or refrain from modifying and updating) the Site and Service at any time, provided however, that gWorks will notify Client of any material changes in the existing functionality or capabilities of the Service. Updates and improvements provided as part of gWorks' general maintenance services shall be made in gWorks' sole and absolute discretion. gWorks shall be under no obligation to provide any updates, improvements or enhancements. All right, title and interest to upgrades, enhancements, and special programming shall vest in and belong to gWorks. Client specifically acknowledges that some additional services or upgrades may be developed for the Service, for which gWorks may require the payment of additional fees or other terms and conditions in order for Client to be entitled to use such additional services or upgrades, which services or upgrades shall not be deemed to be Services hereunder absent payment of such fees or compliance with such conditions.

10. BACKUP; DISASTER RECOVERY; SECURITY.

(a) gWorks agrees to maintain, through itself or through third party service providers, backup and disaster recovery facilities sufficient to permit it to recover and make available to Client under these Terms of Service the Site, Service, Site Deliverables, and Client Materials within forty eight (48) hours of any system failures or data loss.

(b) gWorks shall maintain adequate security precautions to minimize the likelihood of any unauthorized access through the Internet to Client Materials or other data provided by Client to gWorks through the Site, including, among other things, the use of a secure server, protective firewalls and encryption.

11. OWNERSHIP OF INTELLECTUAL PROPERTY. Except with respect to the Client Materials, which gWorks acknowledges is the property of Client, Client acknowledges that gWorks and/or the third party sources of gWorks' information are the owners of all right, title and interest in and to all Intellectual Property in the Service, the Site, Site Deliverables, Third Party Products and the underlying software used therein, in any form whatsoever, including: a) the technology available as part of or embodied in the Service;

and b) all content, including but not limited to text, software, music, sound, photographs, video, graphics, plots, typeset formulas, tables, general page layouts, juxtapositions of data or other material contained in the Site, the Site Deliverables or otherwise provided as part of the Service. Client acknowledges that the Site, the Service, the Site Deliverables, and any other products or services offered by gWorks are protected by United States and international copyrights, patents, trademarks, service marks, trade secrets or other proprietary and intellectual property rights and laws, as applicable. Client acknowledges that it claims no proprietary rights in any Intellectual Property of gWorks, the Site, the Site Deliverables, the Service, or Third Party Products, and will be entitled to only such rights as are granted to Client pursuant to any and all agreements between gWorks and Client. The Site, the Site Deliverables, and the Service may be used only in accordance with the terms and conditions of these Terms of Service. All pending and/or registered trademarks and service marks, and other graphics, logos, and trade names used by gWorks in connection with the Site, the Site Deliverables, and the Service, and any other products or services offered by gWorks (collectively the "gWorks Trademarks") are the trademarks of gWorks or its content providers. gWorks and Client acknowledge that, in the event of any third party claim that the Site, the Site Deliverables, or the Service infringes such third party's Intellectual Property Rights, gWorks will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim, subject to these Terms of Service. For purposes of clarification, upon payment in full by Client of all applicable Subscription Fees, Client shall own the Site Deliverables themselves, notwithstanding the fact that no proprietary rights shall accrue to Client in any Intellectual Property embodied therein or associated therewith, and Client may use such Site Deliverables as it sees fit, subject to Client's full and continued compliance with the terms of conditions of these Terms of Service.

12. CANCELLATION, TERM AND TERMINATION.

(a) **Term.** These Terms of Service shall become effective as of the Effective Date and shall continue in effect for the period of time set forth in the Ordering Document, unless and until terminated in accordance with these Terms of Service or upon termination of the Master Agreement entered into between the parties (collectively, the "Term").

Termination of these Terms of Service will not terminate the Master Agreement between the parties, but termination of the Master Agreement will automatically terminate these Terms of Service.

(b) **Termination.** These Terms of Service may be immediately terminated, in writing, by either Party as follows: (a) if the other Party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching Party; (b) upon dissolution, insolvency, or any adjudication in bankruptcy of, or any assignment for the benefit of creditors by, the other Party.

(c) **Effect of Termination.** Upon termination of these Terms of Service for any reason, Client shall immediately cease any use of the Service, any Site Deliverables that have not been personally delivered to Client, and the Site. All fees otherwise due and payable shall be immediately paid. Annual fees are nonrefundable.

13. MUTUAL REPRESENTATIONS AND WARRANTIES. Each Party represents and warrants as follows:

(a) It has all necessary power and authority to enter into these Terms of Service, to grant to the other Party all of the rights granted hereby and to perform its obligations hereunder;

(b) The Terms of Service are and shall remain the valid, legal and binding obligation of such Party, enforceable against it in accordance with its terms, except where enforceability may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights or by principles of equity; and

(c) The execution, delivery and performance of these Terms of Service does not conflict with or result in a breach of, any agreement, written or oral, to which it is a party or by which it or its property is bound.

14. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE PROVIDED HEREIN, IN NO EVENT SHALL GWORKS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AND EVEN IF ANY OF THE LIMITED REMEDIES OF THESE TERMS OF SERVICE FAIL TO FULFILL ITS ESSENTIAL PURPOSE. SUBJECT TO "16 INDEMNITY" OF THESE TERMS OF SERVICE, GWORKS SHALL NOT BE LIABLE TO CLIENT FOR ANY BREACH OF SECURITY ON THE SITE, REGARDLESS OF WHETHER ANY REMEDY PROVIDED IN THESE TERMS OF SERVICE FAILS ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL GWORKS' AGGREGATE LIABILITY FOR DAMAGES UNDER THESE TERMS OF SERVICE CLAIMED BY CLIENT OR ANY THIRD PARTY ARISING FROM CLIENT'S USE OR RELIANCE ON THE SITE, SERVICE OR SITE DELIVERABLES EXCEED PAYMENTS MADE BY CLIENT TO GWORKS DURING THE SIX (6) MONTHS PRECEDING THE CLAIM. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO CLIENT.

15. NO WARRANTY. CLIENT AGREES TO USE THE SERVICE, THE SITE DELIVERABLES AND THE SITE AT ITS SOLE RISK, AND GWORKS SHALL HAVE NO LIABILITY TO CLIENT OR ANY THIRD PARTY FOR ITS USE OR ACCESS OF OR RELIANCE ON THE SERVICE, THE SITE, OR THE SITE DELIVERABLES. CLIENT RECOGNIZES THAT THE INTERNET CONSISTS OF MULTIPLE PARTICIPATING NETWORKS THAT ARE SEPARATELY OWNED AND THEREFORE ARE NOT SUBJECT TO THE CONTROL OF GWORKS. CLIENT ALSO ACKNOWLEDGES THAT COMPUTER SYSTEMS ARE INHERENTLY UNSTABLE AND MAY MALFUNCTION OR CEASE TO FUNCTION AT ANY TIME WITHOUT WARNING. MALFUNCTION OR CESSATION OF INTERNET SERVICES BY INTERNET SERVICE PROVIDERS OR OF ANY OF THE NETWORKS THAT FORM THE INTERNET MAY MAKE THE SERVICE OR SITE TEMPORARILY OR PERMANENTLY UNAVAILABLE. THE SERVICE, THIRD PARTY PRODUCTS, SITE DELIVERABLES, SITE, INTELLECTUAL PROPERTY AND ANY RELATED PRODUCTS AND SERVICES ARE SUPPLIED TO CLIENT "AS IS." NEITHER GWORKS NOR ANY THIRD PARTY INFORMATION OR SERVICE PROVIDER OF GWORKS GIVES ANY WARRANTIES, EXPRESS OR IMPLIED, RELATED THERETO, EXCEPT AS EXPRESSLY PROVIDED HEREIN. GWORKS DISCLAIMS, AND CLIENT EXPRESSLY WAIVES, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. IN PARTICULAR, EXCEPT AS OTHERWISE SET FORTH IN SECTIONS 2.1 AND 2.2 OF THE MASTER SERVICES AGREEMENT, NEITHER GWORKS NOR ANY THIRD PARTY INFORMATION OR SERVICE PROVIDER OF GWORKS MAKES

ANY WARRANTIES THAT (A) THE SERVICE WILL MEET CLIENT'S REQUIREMENTS, (B) THE SERVICE OR SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, SITE DELIVERABLES OR SITE WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, SITE DELIVERABLES, INFORMATION OR OTHER MATERIAL RECEIVED OR OBTAINED BY CLIENT THROUGH THE SERVICE, SITE DELIVERABLES OR SITE WILL MEET CLIENT'S EXPECTATIONS, OR (E) ANY ERRORS IN THE SOFTWARE USED TO OPERATE THE SERVICE AND SITE WILL BE CORRECTED. ANY MATERIALS DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE OR SITE, INCLUDING THE SITE DELIVERABLES, ARE ACCESSED AT CLIENT'S OWN DISCRETION AND RISK, AND CLIENT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. FURTHER, THE SERVICE, THE SITE AND DATA MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, GWORKS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

16. INDEMNITY. Each party, gWorks and Client, on behalf of itself and its respective affiliates, officers, directors, agents, and employees (collectively, the "Indemnifying Party") agrees to indemnify and hold the other party and each of its respective affiliates, officers, directors, agents, and employees (collectively, the "Indemnified Party") harmless from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, fines, amounts paid in settlement, interest, expenses and disbursements of any kind and nature whatsoever (including attorneys' fees, court costs, accountants' fees and fees of expert witnesses, which shall be paid as incurred), arising out of, resulting from, relating to, in the nature of or caused by any suit, investigation, proceeding, demand or claim by any third party (collectively "Claims"), arising out of or related to (a) a violation by the indemnifying Party of any applicable rule, law, regulation, court order or decree or other like item; or (b) any personal injury (including death) or property damage arising out of, resulting to, in the nature of or caused by the gross negligence or willful misconduct of the Indemnifying Party, its officers, directors, agents or employees.

17. CONFIDENTIALITY. During the Term of these Terms of Service, gWorks may provide the Client with certain confidential and proprietary information ("Confidential Information"). Confidential Information includes, but is not limited to, the Site Deliverables, all code, inventions, techniques, algorithms, know-how and ideas, all business, financial and technical trade secrets, any written information which is marked "Confidential," any information which is orally disclosed, identified as confidential at the time of disclosure and confirmed in writing as being confidential within thirty (30) days thereafter, as well as any information or material which, by its nature and under the circumstances surrounding its disclosure, is generally considered proprietary and confidential, regardless of whether it is marked or properly reduced to writing. However, "Confidential Information" will not include information that (a) is publicly known at the time of its disclosure or becomes publicly known thereafter through no fault of the Client; (b) is lawfully received by the Client from a third party not under an obligation of confidentiality to the gWorks, (c) is published or otherwise made known to the public by the gWorks, or (d) was generated independently by the Client before disclosure by the gWorks. The Client will refrain from using the gWorks' Confidential Information except to the extent necessary to exercise its rights or perform its obligations under these Terms of

Service. The Client will likewise restrict its disclosure of the gWorks' Confidential Information to those who have an absolute need to know such Confidential Information in order for the Client to perform its obligations and enjoy its rights under these Terms of Service. Such persons will be informed of and will agree to the provisions of this Section 17 and the Client will remain responsible for any unauthorized use or disclosure of the Confidential Information by any of them.

18. FORCE MAJEURE. Neither Party shall be liable for damages hereunder for a delay or failure in its performance of any obligation under these Terms of Service as a result of causes beyond its reasonable control, including acts of God, fire, riots, acts of war, terrorism, labor disputes, lockouts, embargoes, insurrection, riots, inability to obtain materials or labor due to governmental acts, rules, regulations or directives, utility or communication interruptions, transportation delays, power failure, computer failure, breakdown of machinery, accidents, fires, floods or other natural disasters (each a "Force Majeure Event"). Upon the giving of prompt written notice to the other Party of a Force Majeure Event, the time of performance by the Party so affected shall be extended to the extent and for the period that its performance of said obligations is prevented by such cause.

19. LINKS TO THIRD PARTY SITES. The Site and Services may include links that will take Client to other sites outside of the Site ("Linked Sites"). The Linked Sites are provided by gWorks to Client as a convenience and the inclusion of the links do not imply any endorsement by gWorks of any Linked Site. gWorks has no control of the Linked Sites and Client therefore acknowledges and agrees that gWorks is not responsible for the contents of any Linked Site, any link contained in a Linked Site or any changes or updates to a Linked Site. Client further acknowledges and agrees that gWorks is not responsible for any form of transmission (e.g. webcasting) received from any Linked Site.

20. GENERAL INFORMATION.

(a) Client will be responsible for providing any hardware, devices or applications necessary to access the Site, Service, Site Deliverables and Client Materials and to otherwise make the Client Materials available to gWorks in order to permit it to provide the Service or access the Site.

(b) These Terms of Service shall be governed by Section 10.6 of the Master Services Agreement when the parties have a dispute.

(c) If Client should have any questions, complaints or claims with respect to the Service, such questions, complaints or claims should be directed to:

GIS Workshop, LLC dba gWorks
Client Success Department
3905 S. 148th St., Ste 200, Omaha, NE 68144
info@gworks.com
(888) 608-7666

(d) These Terms of Service may not be assigned or transferred by Client without the express written consent of gWorks, which may be granted or withheld in gWorks' sole discretion. These Terms of Service may not be assigned or transferred by gWorks without the express written consent of Client which may be granted or withheld in Client's sole

discretion, provided, however, that gWorks may assign these Terms of Service in the event of a sale of all or substantially all of its assets or a merger, consolidation or change in control of a majority of its outstanding voting shares without the express written consent of Client.

(e) The words “or” and “nor” are inclusive and include “and.” “Including” means “including without limitation” and does not limit the preceding words or terms. The singular shall include the plural and vice versa. References to “Sections” shall mean the Sections of the Terms of Service, unless otherwise expressly indicated. The headings or titles preceding the text of the Sections are inserted solely for convenience of reference, and shall not constitute a part of these Terms of Service, nor shall they affect the meaning, construction or effect of the Terms of Service.

(f) These Terms of Service constitute the entire agreement of the Parties regarding the subject matter herein and supersede all prior or contemporaneous agreements, understandings or communications between the parties, whether written or oral. Except as provided in the Agreement, these Terms of Service may not be amended, modified, qualified or otherwise changed or altered except in writing executed by an authorized signatory of each Party hereto.

(g) No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by these Terms of Service.

(h) If any provision of these Terms of Service or the application thereof to any Party or circumstances shall be declared void, illegal or unenforceable, the remainder of these Terms of Service shall be valid and enforceable to the extent permitted by applicable law. In such event, the Parties shall use their best efforts to replace the invalid or unenforceable provision by a provision that, to the extent permitted by the applicable law, achieves the purposes intended under the invalid or unenforceable provision. Any deviation by either Party from the terms and provisions of these Terms of Service in order to comply with applicable laws, rules or regulations shall not be considered a breach of these Terms of Service. The provisions that expressly or by their nature survive the termination of these Terms of Service, or those provisions that will not be fully performed upon termination or expiration of these Terms of Service, shall survive the termination or expiration of these Terms of Service, as applicable.

(i) Client shall comply with all applicable laws, rules, and regulations with respect to the performance of its obligations hereunder and otherwise with respect to its access and use of the Site and Service, including all applicable laws regarding the transmission of technical data exported from the United States or the country in which Client resides.

(j) The terms that, either expressly survive the termination of these Terms of Service or by their nature will not fully be performed during the Term, including but not limited to Sections 11, 12(c), 14, 15, 16, 17, 20(b) and this Section 20(j), shall survive the termination or expiration of these Terms of Service.

21. ADDITIONAL TERMS AND CONDITIONS FOR ACH TRANSACTIONS.

(a) **General.** This Section 21 shall only apply to the automated clearing house (“ACH”) services provided by or on behalf of gWorks, which may include payroll processing, payroll tax payments, direct deposit services for employees, and contractor and vendor payments, as incorporated as features of products and services offered by gWorks as part of the human resources hub (“HR Hub”) and the finance hub (“Finance Hub”) (collectively “ACH Services”). By subscribing to, accessing or using the ACH Services, Client agrees to be bound by this Section 21, in addition to all other provisions of these Terms of Service, and any additional terms, conditions, rules or policies that are provided to Client in connection with the ACH Services. To receive the ACH Services, Client may need to agree to additional terms and conditions and complete and sign additional forms or authorizations that gWorks or third parties provide to Client.

(b) **ACH Account.** The ACH Services will enable Client to enter, approve and submit Client Materials, including but not limited to payroll and accounts payable information, for creation, formatting, and transmission of credit and debit entries (“Entries”) in accordance with the National Automated Clearing House Association Operating Rules & Guidelines, as the same may be amended from time to time (the “NACHA Rules”), and for gWorks to process such Client Materials and Entries. Entries will be initiated by gWorks out of Client’s designated account (the “Account”) at Client’s financial institution (“Bank”), and credited to the account(s) designated by Client, in accordance with the Entry and payment instructions provided by Client, these Terms of Service and the Master Services Agreement. If Client desires gWorks to upload into the Services Client’s Bank and Account information, then gWorks may, in its sole discretion, but is not required to, upload Client’s Bank and Account information into the Services, and such services will be charged at gWorks then-standard rates. gWorks may use the Client Materials provided by Client for all legitimate business purposes of gWorks related to the ACH Services.

(c) **Required Information.** Prior to the provision of the ACH Services, Client must submit the completed and executed documents gWorks requires for providing the ACH Services, including Client’s payroll, employee, Bank, and Account documents, any required federal, state, or local powers of attorney, and any additional documents or information requested by gWorks. The ACH Services provided will be based on and are dependent upon the Client Materials provided to gWorks by Client (including proof of federal, state, and local tax identification numbers). Failure to provide the required Client Materials and documents may adversely impact gWorks’ ability to perform the ACH Services.

(d) **Entries.** gWorks may reject any Entry which does not comply with the requirements in these Terms of Service, the Master Services Agreement, or NACHA Rules, or with respect to which the Account does not contain sufficient available funds to process the applicable Entry. gWorks will have no liability to Client for the rejection of any Entry or any Claims directly or indirectly arising therefrom. If Client requests that gWorks corrects any Entries on Client’s behalf, gWorks may attempt to do so; provided, however, that gWorks is not obligated to make any requested correction, and gWorks is not liable for any Claims or other consequences that may directly or indirectly result from gWorks’ attempt to correct, or failure to correct, such Entries. Client acknowledges that if sufficient funds are not available in the Account for gWorks to process an Entry, (i) Client will immediately become solely responsible for all tax deposits and filings, all employee wages, all Client third-party payments (e.g., customer and vendor payments) and all related penalties and interest due then and thereafter, (ii) any and all ACH Services may, at gWorks’ option, be immediately terminated, and (iii) gWorks will not have any further obligation to Client or any third party with respect to any such ACH Services.

(e) Client Representations and Warranties. Client, as an Originator (as defined in the NACHA Rules), makes the following representations, warranties, covenants, certifications, authorizations and acknowledgments:

(1) Client (a) agrees to be bound by and warrants it will comply with the NACHA Rules, (b) warrants it will not submit Entries that violate the laws of the United States, (c) warrants it will comply with all U.S. laws, rules and regulations, including, as applicable, laws, rules and regulations applicable to IAT Entries (including those of the Office of Foreign Assets Control (OFAC) and the Financial Crimes Enforcement Network), (d) acknowledges and agrees that gWorks shall have the right to audit Client's compliance with the provisions of these Terms of Service, the Master Services Agreement and the NACHA Rules, and (e) acknowledges and agrees that gWorks shall have the right to suspend or terminate initiating ACH Services immediately upon notice to Client in the event Client breaches any of the NACHA Rules, these Terms of Service or the Master Services Agreement;

(2) Client (a) certifies that it has not been suspended and does not appear on a National Association list of suspended Originators, and (b) warrants that it will not transmit any Entry if it has been suspended or appears on a National Association list of suspended Originators;

(3) Client authorizes gWorks to initiate Entries on behalf of Client to its Receivers' (as defined in the NACHA Rules) accounts and Client agrees to be financially responsible to the Bank (i.e. the Originating Depository Financial Institution as defined in the NACHA Rules) for all Entries initiated by gWorks on Client's behalf;

(4) Client acknowledges and agrees that gWorks and the Bank (a) may restrict certain types of Entries, (b) shall have the right to reject any Entry or series of Entries, and (c) shall have the right to reverse Erroneous Entries (as defined in the NACHA Rules);

(5) Client represents, warrants and certifies that (a) prior to submission, each Entry has been properly authorized by Client and the Receiver in accordance with the NACHA Rules, and that (i) the authorization has not been revoked, (ii) these Terms of Service and the Master Service Agreement have not been terminated, (iii) Client has no knowledge of the revocation of the Receiver's authorization or termination of the agreement between the Receiver and the RDFI concerning the Entry, and (iv) at the time the Entry is processed by a RDFI (as defined in the NACHA Rules), the authorization for that Entry has not been terminated, in whole or in part, by operation of law, (b) Client will retain all authorizations for a minimum of two (2) years following termination or revocation of the authorization, and (c) Client will provide a copy of such authorization to gWorks upon request;

(6) Client represents, warrants and certifies that (a) all Client Materials for credit and debit Entries will be accurate and timely, and (b) each Entry will contain all information required by the NACHA Rules for specific Entry types, including, but not limited to, the Receiver's correct account number, dollar amount of the Entry, Client's Name, Client's Entry description;

(7) Client acknowledges and agrees that (a) Client shall be responsible for promptly detecting and correcting any errors, (b) any Entry or Client Materials sent to gWorks that identifies the Receiver inconsistently by name and account number may be processed by Bank based solely on the account number provided, and (c) gWorks is authorized to take such measures as gWorks deems appropriate to carry out the intent of Client in completing any particular Entry, including, but not limited to, gWorks may contact Client or may attempt to retransmit any Return Entry (as defined in the NACHA Rules);

(8) Client agrees to implement and maintain safeguards to protect against (a) any unauthorized access to confidential information being stored, processed or transmitted in connection with Entries, and (b) submission of fraudulent Client Materials or Entries purportedly on Client's behalf; and

(9) Client represents and warrants, to the extent applicable, that (a) the origination of each IAT Entry shall comply with the laws and payment systems rules of the receiving country, and (b) any submission by Client requiring initiation of an IAT Entry by gWorks shall include the name and physical address of each of Client and the Receiver, the account number of the Receiver and the identity of the Receiver's bank, bank ID number and bank branch code.

(f) **Disclaimers.** In gWorks' performance of the ACH Service, Client acknowledges and agrees that (i) gWorks is not acting in a fiduciary or trustee capacity for Client or its employees or independent contractors, and gWorks is only a facilitator (and not a party) to any Entries and payment transactions as part of the ACH Services, (ii) using the ACH Services does not relieve Client's obligations under local, state, or federal laws or regulations as related to the transactions processed as part of the ACH Services, which without limiting the generality of the foregoing shall include any payroll taxes and withholdings liabilities of Client, and (iii) gWorks solely provides a platform for the ACH Services, gWorks is not a regulated financial institution, and any information that gWorks provides in connection with the ACH Services is for informational purposes only and should not be construed by Client as legal, tax, financial or accounting advice. Client shall indemnify gWorks, its affiliates, officers, directors, agents, and employees, from and against any Claims arising out of or resulting from the debiting or crediting of any Entry or a breach by Client of this Section 21.

CLIENT ACKNOWLEDGES THAT IT HAS READ THESE TERMS OF SERVICE, UNDERSTANDS THEM, AND WILL BE BOUND BY THE PROVISIONS CONTAINED HEREIN. CLIENT FURTHER ACKNOWLEDGES THAT THESE TERMS OF SERVICE MAY NOT BE AMENDED BY CLIENT WITHOUT THE EXPRESS WRITTEN CONSENT OF GWORKS.



ORDERING DOCUMENT

This Ordering Document is a binding legal agreement entered into by and between the client set forth in the signature block below ("Client") and GIS Workshop, LLC ("gWorks") as of the last date in the signature boxes below ("Effective Date"). Client and gWorks are each a "Party" and collectively the "Parties."

WHEREAS, gWorks and Tracker Software Corporation ("PubWorks") entered into an Asset Purchase Agreement dated December 2, 2022 whereby gWorks acquired the PubWorks contracts and agreements including that of Client.

NOW, THEREFORE, in consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Services.** This Ordering Document shall govern all Client Services including those received under Client's agreement with Tracker Software Corporation ("PubWorks") immediately prior to the Effective Date of this Ordering Document and all future Services purchased by Client from gWorks. Client acknowledges and agrees that this Ordering Document, and the documents incorporated herein by reference, are the only agreements governing the Client Services.
2. **Term.** This Ordering Document shall be in effect as of the Effective Date and shall continue until the end of the term of the last Service in this Ordering Document, unless earlier terminated in accordance with the gWorks Master Services Agreement and Terms of Services ("Agreement").
3. **Effect of Service Termination.** Upon termination or expiration of a Service: (a) Client shall immediately pay all outstanding amounts owed to gWorks for such Services; (b) Client shall immediately cease using such Service; (c) gWorks may take steps to change, remove, or otherwise block Client's access to such Service; and (d) upon payment in full of all fees owed to it, gWorks shall deliver to Client any Deliverables related to such Service, in their current form as of the effective date of termination or expiration, along with all documentation, Specifications, and Client Materials in gWorks' possession, including those Client Materials acquired from PubWorks, related to such Service. Notwithstanding the above, if, within thirty (30) days after termination of a Service Client requests data export assistance, gWorks will export such data files to Client, and such data export services will be charged at gWorks then-current rates. No termination or expiration of a Service, this Ordering Document, or the Agreement will affect Client's obligation to pay all amounts due and owing to gWorks for Services.
4. **Fees.** Fees for all Client Services provided by PubWorks immediately preceding this Ordering Document shall remain the same under this Ordering Document and Agreement for the then-current contract or agreement year, and thereafter shall be subject to annual increases in accordance with the Agreement.
5. **Superseding Provisions.** The Parties agree that pursuant to the Section 10.9(i) of the Agreement, and notwithstanding the prohibitions in Section 10.9(ii), the following terms in this Section 5 of the Ordering Document shall amend and supersede the Agreement as follows:
 - a. **The following is hereby added to the end of current 8.3:**
"This provision shall only apply to Client to the extent permitted and limited by state law."
 - b. **The following is hereby added to the end of current 8.3:**
"All data is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, including confidential and trade secret data."
 - c. **Section 10.6 is hereby deleted in its entirety and replaced with the following:**
10.6 This Agreement shall be construed, interpreted, and enforced according to the laws of the State of Minnesota, without giving effect to the conflicts of law principles thereof. Any dispute arising under this Agreement will be first referred for resolution to each party's respective management designee. To the extent that the designees of the parties cannot resolve the dispute within a reasonable period of time, the parties shall consider in good faith trying to settle the dispute by non-binding mediation and/or engaging in binding arbitration. Any and all mediation and arbitration hearings shall be held in Washington County, Minnesota, unless the parties agree otherwise. All such arbitration will be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association by a panel of three neutral arbitrators, one selected by each party and the third (who will be the chair of the panel) selected by the other two arbitrators. The award or decision rendered by the panel (including an allocation of the costs of arbitration) will be final and binding, and judgment may be entered upon such award by any court of competent jurisdiction. Neither party shall initiate litigation with respect to any dispute until at least ninety (90) days after notice of the dispute is first given or received. In the event litigation is pursued, each party, for itself and its successors and assigns,



hereby expressly and irrevocably (a) consents to the exclusive jurisdiction of the state and federal courts of the State of Minnesota, (b) waives any objection based on forum non conveniens or any objection to venue of any such action, and (c) waives any rights it may have to a jury trial.

6. Entire Agreement. This Ordering Document, including the then-current gWorks Agreement & Terms of Service and Privacy Policy, and all other agreements, policies, and documents incorporated herein, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede any and all prior or contemporaneous discussions, negotiations, agreements, or understandings between the parties, whether written or oral, regarding the subject matter hereof. The Agreement shall be amended and supplemented with the Superseding Provisions of this Ordering Document. In the event of conflict between this Ordering Document and the Agreement, this Ordering Document shall control. Capitalized terms not defined in this Ordering Document shall have the meaning given to them in the Agreement. Except as amended herein, the Agreement shall continue in full force and effect. This Ordering Document may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Ordering Document, and all of which, when taken together, will be deemed to constitute one and the same agreement. This Ordering Document may be executed and delivered via facsimile, electronic mail, or other electronic transmission methods (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000), and the execution and delivery of this Ordering Document by such methods shall be deemed to be valid and effective for all purposes.

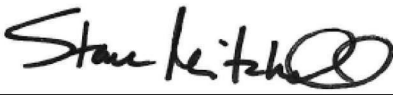
This Ordering Document is subject to the agreements, policies, and documents set forth below, all of which are incorporated herein by reference. By signing this Ordering Document, Client expressly agrees to all terms and conditions in the agreements, policies, and documents set forth below:

- gWorks Master Services Agreement & Terms of Service: <https://www.gworks.com/g2msatos/>
- Privacy Policy: <https://www.gworks.com/privacy-policy/>

By signing this Ordering Document, the individual signing on behalf of Client certifies and warrants that they are authorized to sign on behalf of the Client, agree to the terms of this Ordering Document and any documents incorporated herein, and that, upon their signature, this Ordering Document and any documents incorporated by reference herein will become the legally binding agreement of the Client.

GIS Workshop, LLC

Client

Signed: 

Client Name*: City of Cottage Grove

Print Name: Steve Mitchell

Signed: _____

Title: Chief Investment Officer

Print Name: Myron Bailey

Date: 04/18/23

Title: Mayor

Date: _____



Signed: _____

Print Name: Tammy Anderson

Title: City Clerk

Date: _____

*For Client Name, please use the legal name of your entity, organization, or government body. For example, City of Anytown TX; Any County MD; Anytown Water District CO; Anytown Public Utility IA.



City Council Action Request

7M

Meeting Date	5/3/2023	
Department	Parks and Recreation	
Agenda Category	Consent Agenda	
Title	Natural & Scenic Areas Grant Agreement Amendment	
Staff Recommendation	Adopt resolution 2023-059 to ratify and confirm the Grant Agreement that was adopted on July 20, 2022, and authorize incorporating Attachments B and C.	
Budget Implication	none	
Attachments	DNR GRANT MEMO.tif	451.04KB
	DNR Resolution.tif	3.72MB



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

From: Zac Dockter, Parks and Recreation Director

CC:

Date: April 19, 2023

Subject: Natural and Scenic Areas Grant Agreement Amendment

Introduction/Background

On July 20, 2022, City Council approved a Natural and Scenic Areas Grant Agreement for the purposes of acquiring funding of up to \$500,000 to be used towards the purchase of 19.91 acres of land along the Mississippi River shoreline that is a part of the Mississippi Dunes property. When the State submitted the Grant Agreement to the City for approval, two attachments were inadvertently left out. After review of the missing attachments, the City Attorney is recommending a resolution by City Council to ratify and confirm the Grant Agreement that was adopted on July 20, 2022 and authorize incorporating Attachments B and C (attached to this memo).

Staff Recommendation

Adopt resolution 2023-059 to ratify and confirm the Grant Agreement that was adopted on July 20, 2022 and authorize incorporating Attachments B and C.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2023-059

WHEREAS, on July 20, 2022, the City Council approved Grant Contract Agreement NS23-001 ("Grant Agreement") with the State of Minnesota, acting through its Commissioner of Natural Resources, ("the State") for a \$500,000 grant to assist the City in acquiring a fee interest in 19.91 acres of land along the Mississippi River shoreline that is part of the Mississippi Dunes property ("the Property"); and

WHEREAS, the Grant Agreement requires the City to record a deed restriction against the Property memorializing the City's restrictions on use and conveyance, the contents of which were to be contained on Attachment B; and

WHEREAS, the Grant Agreement identified that the property was to be described on Attachment C; and

WHEREAS, when the Grant Agreement was approved, Attachments B and C were not available, but have since been provided by the State and are attached hereto.

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, that the Council ratifies and confirms the Grant Agreement that was adopted on July 20, 2022 and authorizes incorporating Attachments B and C thereto.

Passed this 3rd day of May 2023.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

Attachment B

Natural and Scenic Areas Grant Program Requirements

1. Natural and Scenic Area Program

A. Compatible Use and Availability:

Outdoor recreation use of natural and scenic areas should be limited to passive outdoor recreation activities, such as nature observation, walking or hiking, bird watching, cross country skiing, snow shoeing, canoeing, photography and similar low impact activities. In some cases, environmental education activities may be appropriate. Limited facilities to support these activities, such as trails, overlooks, interpretive displays, benches, informational and boundary signing, protective fencing, and parking, are allowable uses. In some cases, rest room facilities and limited picnic facilities may also be compatible. Future facilities shown on Attachment C are acceptable.

All development should be designed to avoid damage to natural resources and features, steer activities away from sensitive areas (such as steep bluffs, erosion prone shorelines, rare plant communities, etc.), and discourage inappropriate recreational use. Facilities must meet all safety and accessibility standards.

The area shall be signed as open and available to the public for outdoor recreation use within one year from the official close out of the grant. Any existing man-made structures shall be removed or made available for outdoor recreation use within three years from the date of acquisition.

B. Land Retention:

Any lands acquired or developed with assistance from the Natural and Scenic Areas grant program must be retained solely for the uses proposed in the Grantee's application. No other use can be made of these lands without prior written approval of the State acting through its commissioner of natural resources. The State will consider requests to convert these lands to other uses only if all practical alternatives have been evaluated and rejected on a sound basis and replacement lands of equal or greater fair market value and reasonably equivalent usefulness are acquired and dedicated to the uses proposed in the Grantee's application.

C. Deed Restriction

The Grantee shall have the following condition recorded with the deed to all lands within the park as described in Attachment C to this agreement and submit an attested copy of the deed and the condition to the State:

In order to comply with the Department of Natural Resources Natural and Scenic Area Project Agreement NS23-001, the City of Cottage Grove does hereby impose the following restrictions on the property described in Attachment C to that agreement:

1. The property shall be managed and maintained consistent with the

purpose and type of property acquired using appropriate management practices to protect the natural and/or scenic resources.

2. The Grantee shall not at any time convert any portion of this property to uses other than permitted in this Agreement without the prior written approval of the State acting through its commissioner of natural resources.
3. In accordance with Minnesota statute 116P.15, this interest in real property shall be administered in accordance with the terms, conditions, and purposes of the grant agreement or work program controlling the acquisition of the property. The interest in real property, or any portion of the interest in real property, shall not be sold, transferred, pledged, or otherwise disposed of or further encumbered without obtaining the prior written approval of the legislative citizens commission on Minnesota resources or its successor. If the holder of the interest in real property fails to comply with the terms and condition of the grant agreement or work program, ownership of the interest in real property shall transfer to this state.

2. MN Environment & Natural Resources Trust Fund

A. Land Retention pursuant to Minnesota Statute 116P.5

An interest in real property acquired with an appropriation from the trust fund must be used in perpetuity or for the specific term of an easement interest for the purpose for which the appropriation was made.

A recipient of funding who acquires an interest in real property subject to this section may not alter the intended use of such interest in real property or convey any interest in the real property acquired with the appropriation without the prior review and approval of the Legislative Citizens Commission on Minnesota Resources. The commission shall establish procedures to review requests from recipients to alter the use of or convey an interest in real property. These procedures shall allow for the replacement of the interest in real property with another interest in real property meeting the following criteria:

- (1) the interest is at least equal in fair market value as certified by the commissioner of natural resources to the interest being replaced; and
- (2) the interest is in a reasonably equivalent location and has a reasonably equivalent usefulness compared to the interest being replaced.

3. ANNUAL REPORTING OF THE STATUS OF THE PROPERTY PURCHASED

Minnesota Statute 116P.16 requires an annual verification to the LCCMR that purchased property remains in the use for the project to which the state appropriated money. By

December 1 each year, a recipient of an appropriation from the trust fund that is used for the acquisition of an interest in real property must submit annual reports on the status of the real property to the Legislative-Citizen Commission on Minnesota Resources in a form determined by the commission. The responsibility for reporting under this section may be transferred by the recipient of the appropriation to another person who holds the interest in the real property.

The Grantee is responsible for the reporting requirements under 116P.16.

4. Restoration Plan <<if applicable>>

For new land acquired, the Grantee must prepare a restoration and management plan that, to the degree practicable, is consistent with the highest quality conservation and ecological goals for the restoration site. Consideration should be given to soil, geology, topography, and other relevant factors that would provide the best chance for long-term success of the restoration projects. The plan must include the proposed timetable for implementing the restoration, including site preparation, establishment of diverse plant species, maintenance, and additional enhancement to establish the restoration; identify long-term maintenance and management needs of the restoration and how the maintenance, management, and enhancement will be financed; and take advantage of the best available science and include innovative techniques to achieve the best restoration, including sufficient funding for implementation.





City Council Action Request

7N

Meeting Date	5/3/2023	
Department	Community Development	
Agenda Category	Consent Agenda	
Title	Ravine Crossing Preliminary Plat Extension	
Staff Recommendation	Adopt Resolution 2023-060 approving a one-year extension of the preliminary plat approvals for Ravine Crossing.	
Budget Implication	N/A	
Attachments	Ravine Crossing CC Memo.tif	1.6MB
	Ravine Crossing Prelim Plat Extension Request Letter.tif	498.41KB
	Ravine Crossing Resolution.tif	743.57KB

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

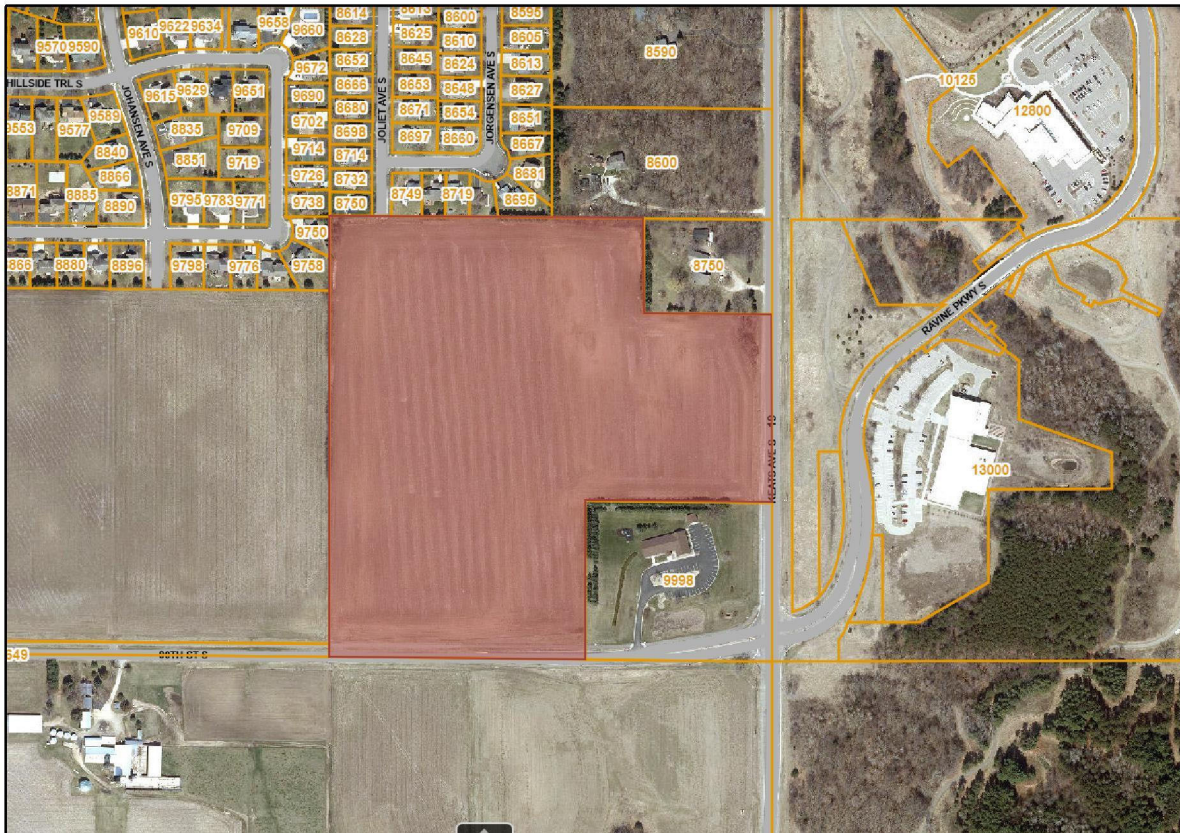
FROM: Emily Schmitz, Interim Community Development Director

DATE: April 27, 2023

RE: Ravine Crossing Preliminary Plat Extension

Introduction

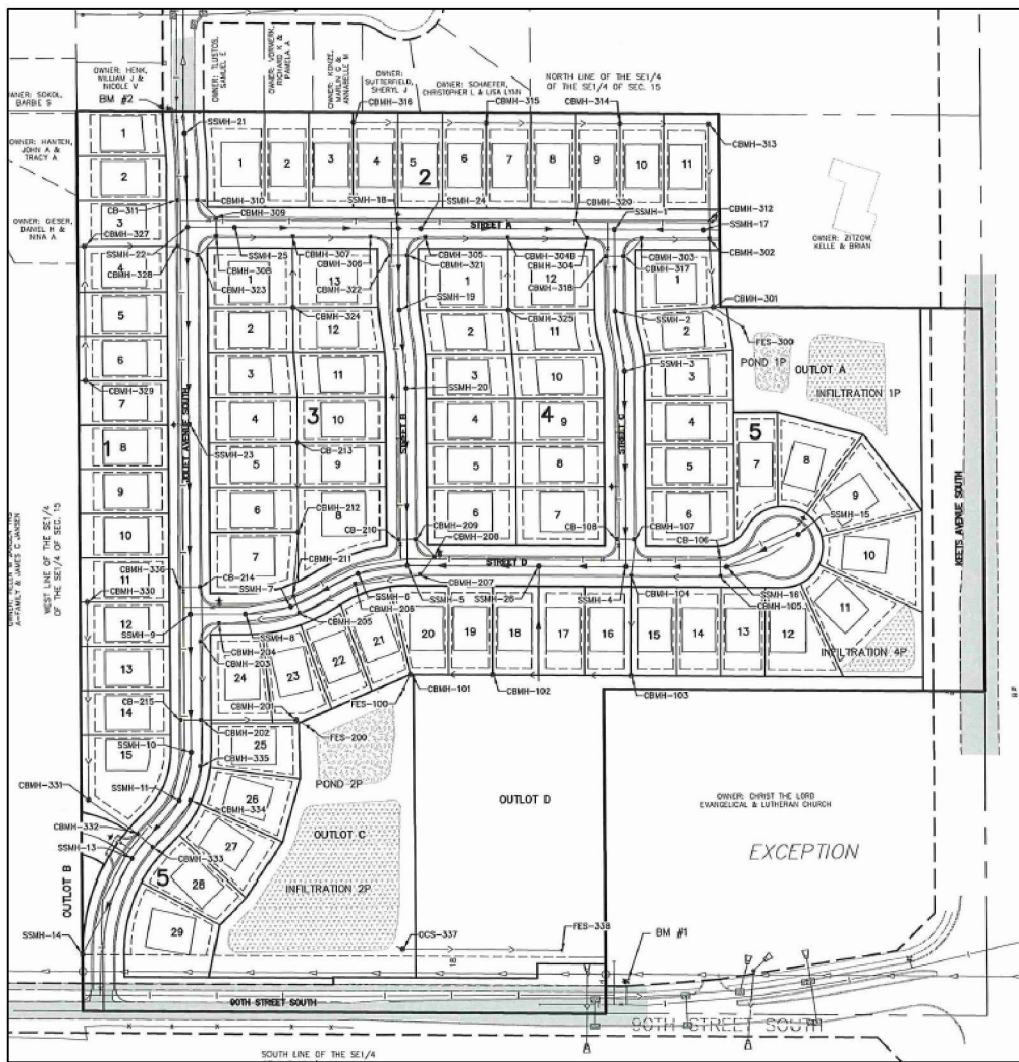
D.R. Horton submitted a request for a one-year extension of the Ravine Crossing preliminary plat (Resolution 2022-084).



Location Map

Background

At its May 18, 2022, meeting the City Council approved a preliminary plat for a project to be known as Ravine Crossing. The subject property is located in the northwest corner of Keats Avenue South and 90th Street South. The preliminary plat consisted of 80 single-family homes on approximately 28.6 acres.



Preliminary Plat

City Code states that preliminary plat approvals shall expire one year from the date of the City Council approval unless a final plat has been recorded with Washington County, or a time extension is granted by the City Council. The applicant has provided a written request to extend the preliminary plat approval for an additional one year. Given the current market conditions, the applicant has indicated additional time is needed to solidify the project.

Recommendation

The City Council is recommended to adopt the attached resolution approving a one-year extension of the preliminary plat approvals for Ravine Crossing.

Attachment:

Applicant's Written Extension Request



April 19, 2023

Emily Schmitz
City of Cottage Grove
12800 Ravine Parkway South
Cottage Grove, MN 55016

Re: Ravine Crossing Preliminary Plat and Final Plat Extension Request

Dear Ms. Schmitz:

D.R. Horton, Inc. – Minnesota is requesting a 30-day extension on the Final Plat and subsequently a 1-yr extension for the Preliminary Plat for Ravine Crossing. This extension allows us time to complete some easement work with the neighbors and finalize some items with our development partners.

As you recall our Preliminary Plat was approved on May 18, 2022, so with a 30-day extension on the Final Plat, and a Council Meeting of around May 17th, we would be close to the 1-yr expiration date of the approval of the Preliminary Plat. A one-year extension of the Preliminary Plat would ensure we can complete the Final Plat process without issues of the Preliminary Plat expiring.

Please consider our request for the extension, we greatly appreciate the work the City of Cottage Grove and Staff have done for this project. We are excited to start construction in 2023. If you have questions or need additional information, please contact Reid Schulz at 612.772.2531 or rtschulz@drhorton.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'Reid Schulz', is written over a light blue horizontal line.

Reid Schulz
Land Development Project Manager

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2023-060

**RESOLUTION APPROVING A ONE-YEAR EXTENSION TO
RESOLUTION 2022-084, WHICH APPROVED A PRELIMINARY PLAT NAMED
RAVINE CROSSING**

WHEREAS, D.R.Horton, Inc. – Minnesota received approvals at the May 18, 2022, City Council meeting for a preliminary plat for a residential subdivision to be known as Ravine Crossing, which subdivides 28.6 acres of land into 80 lots for single-family homes and 3 outlots to be located on property legally described as:

The Southeast Quarter of the Southeast Quarter of Section 15, Township 27 North, Range 21 West, City of Cottage Grove, Washington County, Minnesota, excepting therefrom the following two exceptions:

Exception One:

The East 838.09 feet of the South 495.00 feet of said Southeast Quarter of the Southeast Quarter of Section 15, Township 27 North, Range 21 West, City of Cottage Grove, Washington County, Minnesota.

Exception Two:

The East 384.00 feet of the North 283.00 feet of the Southeast Quarter of the Southeast Quarter of Section 15, Township 27 North, Range 21 West, City of Cottage Grove, Washington County, Minnesota.

WHEREAS, City Code Title 10-2-3 states that preliminary plats shall expire one year after City Council approval unless a final plat has been recorded with Washington County or an extension has been granted by the City Council; and

WHEREAS, the applicant has provided a written request to extend the approvals for an additional one year due to current market conditions and additional time needed to solidify the project.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Cottage Grove, Washington County, Minnesota, hereby approves a one-year extension to Resolution 2022-084 subject to the following condition:

1. All conditions stipulated in Resolution 2022-084 shall be abided by.

Passed this 3rd day of May 2023.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



City Council Action Request

70

Meeting Date	5/3/2023	
Department	Administration	
Agenda Category	Consent Agenda	
Title	Assistant City Engineer Hiring	
Staff Recommendation	Approve the hiring of Crystal Raleigh as Assistant City Engineer	
Budget Implication	N/A	
Attachments	20230501 ACE Memo.tif	821.18KB

Memo

TO: Honorable Mayor and City Council

FROM: Joe Fischbach, Human Resources Manager

DATE: May 1, 2023

SUBJECT: Assistant City Engineer Hiring Memo

Background

On December 27, 2022, staff posted the Assistant City Engineer position with the promotion of Amanda Meyer to City Engineer. Historically, Engineer positions have been difficult to fill with the competitive nature of the field. Staff went to great lengths to advertise the opening including trade publications, LinkedIn and networking. In the 4 months since posting the position, 4 applicants have applied for the position. Staff has been interviewing applicants as they have come in. Ryan Burfeind, Amanda Meyer and I interviewed Crystal Raleigh on April 12th. After that interview, Crystal was selected to continue on in the hiring process. On April 24th, she toured the Public Works facility, met other staff members and sat down with the City Administrator. Staff was impressed with Crystal's work experience and personality. Crystal has been an Engineer since 2008 (14 years). She worked as a Project Engineer at a consulting firm from 2008 to 2014. She then went to work for the City of River Falls as a Senior Civil Engineer and then was promoted to City Engineer in 2019. She left the City of River Falls in 2021 to return to the consulting firm as a Senior Engineer I. Crystal has experience with residential subdivisions, commercial site development, pavement management projects and a variety of utility projects. Municipal engineering requires a large and diverse background to perform the job duties, and Crystal has the depth of background to perform these tasks and be an immediate contributor to the team. Crystal expressed her desire to return to working for a municipality where her efforts could more directly be seen in the community. Staff is recommending the Crystal be appointed to the position of Assistant City Engineer by the City Council.

Action Requested

Approve appointing Crystal Raleigh as Assistant City Engineer, at grade 21, step 7. The start date will be effective as soon as possible.



City Council Action Request

8A

Meeting Date	5/3/2023	
Department	Finance	
Agenda Category	Approve Disbursements	
Title	Approved payments for the period of 04-13-2023 through 04-27-2023 in the amount of \$1,740,441.74	
Staff Recommendation	Approved payments for the period of 04-13-2023 through 04-27-2023 in the amount of \$1,740,441.74	
Budget Implication	N/A	
Attachments	Check Register.TIF	27.86MB
	Payroll Check Register.tif	158.82KB



Cottage Grove

Expense Approval Report

By Vendor Name

Payment Dates 4/13/2023 - 4/28/2023

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN31355 - ACE TRAILER SALES					
ACE TRAILER SALES	219288	04/20/2023	452418	RPR WIRING, BUILD PANELS,O/S LABOR - 7045/35744	2,356.65
ACE TRAILER SALES	219350	04/27/2023	452479	3-WIRE REMOTE - 7045/3574	65.00
Vendor VEN31355 - ACE TRAILER SALES Total:					2,421.65
Vendor: VEN34910 - ACROSS THE STREET PRODUCTIONS INC					
ACROSS THE STREET PRODUC	15559	04/27/2023	INV14444	RENEWAL: STUDENT BLUE CARD SUPPORT - ZITTEL	106.25
Vendor VEN34910 - ACROSS THE STREET PRODUCTIONS INC Total:					106.25
Vendor: VEN00802 - ACTION SPORTS OF MN, INC					
ACTION SPORTS OF MN, INC	15472	04/14/2023	CR2743	SUMMER SERIES AT HAMLET PARK	750.00
Vendor VEN00802 - ACTION SPORTS OF MN, INC Total:					750.00
Vendor: VEN01187 - ADVANCED GRAPHIX INC					
ADVANCED GRAPHIX INC	219351	04/27/2023	211252	BADGES AND AUTISM LICENSE PLATES	838.50
Vendor VEN01187 - ADVANCED GRAPHIX INC Total:					838.50
Vendor: VEN35068 - AI TECHNOLOGIES LLC					
AI TECHNOLOGIES LLC	15560	04/27/2023	20011042023	BENEFITS ADMINISTRATION FEES	358.00
Vendor VEN35068 - AI TECHNOLOGIES LLC Total:					358.00
Vendor: VEN32652 - ALL SEASONS GARAGE DOOR COMPANY					
ALL SEASONS GARAGE DOOR	15507	04/20/2023	656109	STRAIGHTEN TRACK,RE-ATTACH CHAIN - FIRE DEPT	1,346.00
Vendor VEN32652 - ALL SEASONS GARAGE DOOR COMPANY Total:					1,346.00
Vendor: VEN33229 - AMAZON FULFILLMENT SERVICES, INC.					
AMAZON FULFILLMENT SERVI	15561	04/27/2023	1KFK-PC9J-7WQ7	VERTICAL MOUNTING BRACKET	24.98
AMAZON FULFILLMENT SERVI	15473	04/14/2023	1PWH-L1H3-14Y4	ECOLAB NEUTRAL FLOOR CLEANER 2.5 GAL	199.00
AMAZON FULFILLMENT SERVI	15473	04/14/2023	1M4Q-6P4H-9N9M	CUP HOLDER CONSOLE FOR HERO VEHICLE	59.99
AMAZON FULFILLMENT SERVI	15473	04/14/2023	1HKV-1DL7-3JC4	CLEANING SUPPLIES FOR RANGE	65.26
AMAZON FULFILLMENT SERVI	15473	04/14/2023	1HH9-Y4FJ-K7WG	BULLETIN BOARD FOR JOE'S OFFICE	33.66
AMAZON FULFILLMENT SERVI	15473	04/14/2023	1RWV-WRV3-HDVK	LOGITECH WIRELESS PRESENTATION REMOTE - EM	32.99
AMAZON FULFILLMENT SERVI	15508	04/20/2023	1L3C-CKY9-1HQ4	BISSEL UPRIGHT DIRT CUP VACUUM/STICKY NOTES	314.97
AMAZON FULFILLMENT SERVI	15508	04/20/2023	11RR-D9NJ-33RK	SUPPLIES FOR HERO PRINTIN	84.67
AMAZON FULFILLMENT SERVI	15508	04/20/2023	13J1-NMHD-1RYF	UPRIGHT VACUUM - FACILITY	300.00
AMAZON FULFILLMENT SERVI	15508	04/20/2023	1KV6-G44Q-1VDL	DRY ERASE WHITEBOARD/ICE SCRAPER/SQUEEGEE-FACILIT	188.77
AMAZON FULFILLMENT SERVI	15508	04/20/2023	1YWH-G4FC-11TJ	STAND UP DESK FOR JEFF	178.19
AMAZON FULFILLMENT SERVI	15508	04/20/2023	16C4-KV9K-9V1C	STARTER ROPES/RECOIL STARTER STRING/-SHOP SUPPLIES	85.44
AMAZON FULFILLMENT SERVI	15508	04/20/2023	1RY9-FXX9-C6G3	GILLRAJ SHIPPING TAGS W/WIRES - FACILITY	33.98
AMAZON FULFILLMENT SERVI	15508	04/20/2023	1T9J-VGVM-MJM4	DOOR STOPS FOR HERO/LOCK BOX FOR KEYCARDS	48.19
AMAZON FULFILLMENT SERVI	15508	04/20/2023	1V67-YMKR-MFF9	BATTERY CHARGER FOR AMBULANCE	145.53

Expense Approval Report

Payment Dates: 4/13/2023 - 4/28/2023

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
AMAZON FULFILLMENT SERVI	15508	04/20/2023	1CC9-F7TK-1JD3	LABELS FOR HAZARDOUS STICKERS-RANGE	41.34
AMAZON FULFILLMENT SERVI	15508	04/20/2023	1PWR-HDK7-1VR4	CLEANING SUPPLIES FOR HERO RESPIRATOR/MASKS	61.48
AMAZON FULFILLMENT SERVI	15561	04/27/2023	1MG6-74F4-1364	OFFICE SUPPLIES FOR RIVER OAKS	161.97
AMAZON FULFILLMENT SERVI	15561	04/27/2023	1TCN-F9H1-6CYX	CHARGING CABLE FOR IPAD/PHONE MOUNT FOR CA	33.97
AMAZON FULFILLMENT SERVI	15561	04/27/2023	11LK-NGW1-1YLV	DOOR STOPPERS/FACILITIES	68.05
AMAZON FULFILLMENT SERVI	15561	04/27/2023	1F3M-G9MY-4LHF	OPTICS FOR LAUNCHERS	2,020.09
AMAZON FULFILLMENT SERVI	15561	04/27/2023	1FWT-W4WC-1VQW	BATTERIES FOR HAND SOAP DISPENSERS-FIRE/EMS	68.09
AMAZON FULFILLMENT SERVI	15561	04/27/2023	1ND9-XNJR-6VRT	CAULT/VANS WAFFLE SOLE GRIP 1" CLASSIC GUM	59.85
AMAZON FULFILLMENT SERVI	15561	04/27/2023	1PFH-YN4K-66PC	SAFETY SUPPLIES-MULTI-BANDAGES-HYDROCORTISONE/PW	65.37
AMAZON FULFILLMENT SERVI	15561	04/27/2023	16MM-VM4W-1F3F	FLASH DRIVES - PD	130.51
AMAZON FULFILLMENT SERVI	15473	04/14/2023	1H4L-LPH9-11VF	STARTER ROPE - SHOP	-8.35
AMAZON FULFILLMENT SERVI	15561	04/27/2023	1T13-4KRW-14DH	MAGPUL TAPE SWITCH MOUNTING PLATE INSIGHT	21.94
Vendor VEN33229 - AMAZON FULFILLMENT SERVICES, INC. Total:					4,519.93
Vendor: VEN36299 - AMBER & MARK PETERS					
AMBER & MARK PETERS	219289	04/20/2023	20230330	800036497 8682 INGERSOLL AVE S UB REFUND	12.69
Vendor VEN36299 - AMBER & MARK PETERS Total:					12.69
Vendor: VEN31224 - AMERICAN FAMILY LIFE ASSURANCE COMPANY OF COLUMBUS					
AMERICAN FAMILY LIFE ASSU	15474	04/14/2023	INV025262	04/05/23 BIWEEKLY PAYROLL 03/13/23-03/26/23	172.01
AMERICAN FAMILY LIFE ASSU	15509	04/20/2023	INV025277	04/09/2023 BIWEEKLY PAYROLL 03/27/2023-04/09/2	172.01
Vendor VEN31224 - AMERICAN FAMILY LIFE ASSURANCE COMPANY OF COLUMBUS Total:					344.02
Vendor: VEN36038 - AMY SCHWEIGERT					
AMY SCHWEIGERT	219188	04/13/2023	1013	CGPD1 SESSION 3, CGPD3 SESSION 5	320.00
Vendor VEN36038 - AMY SCHWEIGERT Total:					320.00
Vendor: VEN36311 - ANDERSON STUMP GRINDING AND RESTORATION LLC					
ANDERSON STUMP GRINDING	219352	04/27/2023	20230410	STUMP GRINDING	1,710.00
ANDERSON STUMP GRINDING	219352	04/27/2023	20230417	STUMP GRINDING	2,137.50
Vendor VEN36311 - ANDERSON STUMP GRINDING AND RESTORATION LLC Total:					3,847.50
Vendor: VEN31765 - ANIMAL HUMANE SOCIETY					
ANIMAL HUMANE SOCIETY	219353	04/27/2023	35627	1ST QTR IMPOUND FEES	2,051.00
Vendor VEN31765 - ANIMAL HUMANE SOCIETY Total:					2,051.00
Vendor: VEN01017 - ASPEN EQUIPMENT COMPANY					
ASPEN EQUIPMENT COMPAN	15510	04/20/2023	10247366	HINGE, PIN - 4002/35654	33.42
ASPEN EQUIPMENT COMPAN	15510	04/20/2023	10247546	RECEIVER KIT - CANCELED ORDER	221.58
ASPEN EQUIPMENT COMPAN	15562	04/27/2023	10247655	BUSHING - 4002/35654	66.82
ASPEN EQUIPMENT COMPAN	15562	04/27/2023	10248022	BUSHING - 4002/35654	91.36
Vendor VEN01017 - ASPEN EQUIPMENT COMPANY Total:					413.18
Vendor: VEN35831 - AURORA STRATEGIC ADVISORS INC					
AURORA STRATEGIC ADVISOR	219354	04/27/2023	23-CG-3	2023 STATE & FEDERAL LOBBY SERVICES	8,909.09
Vendor VEN35831 - AURORA STRATEGIC ADVISORS INC Total:					8,909.09
Vendor: VEN31986 - AUTONATION					
AUTONATION	219355	04/27/2023	306782	ARM ASSEMBLY - 1564/35825	346.18
AUTONATION	219189	04/13/2023	315138	MODULE - 4201/35637	364.00

Expense Approval Report

Payment Dates: 4/13/2023 - 4/28/2023

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
AUTONATION	219290	04/20/2023	610418	RPL SHAFT SEAL AND ALIGN - 2153/35709	676.53
Vendor VEN31986 - AUTONATION Total:					1,386.71
Vendor: VEN29278 - BAUER BUILT TIRE					
BAUER BUILT TIRE	219328	04/20/2023	180290092	PXCS2RECON TIRES - STOCK	3,838.33
BAUER BUILT TIRE	219328	04/20/2023	180290093	LT265/70R17 TIRES - STOCK	1,266.92
BAUER BUILT TIRE	219328	04/20/2023	518019171	MNT & DISMNT TIRES - 8603/35671	1,857.49
Vendor VEN29278 - BAUER BUILT TIRE Total:					6,962.74
Vendor: VEN34204 - BENEFIT EXTRAS, INC.					
BENEFIT EXTRAS, INC.	15563	04/27/2023	114737	FEES - COBRA/RETIREE BILLING/HRA & FLEX ADMIN	902.50
Vendor VEN34204 - BENEFIT EXTRAS, INC. Total:					902.50
Vendor: VEN32557 - BG AUTOMOTIVE INC					
BG AUTOMOTIVE INC	15511	04/20/2023	PI0040285	ADDITIVES - STOCK	110.00
BG AUTOMOTIVE INC	15511	04/20/2023	PI0040371	ADDITIVES - STOCK	315.15
Vendor VEN32557 - BG AUTOMOTIVE INC Total:					425.15
Vendor: VEN33122 - BIRCH TREE CARE, LLC					
BIRCH TREE CARE, LLC	219291	04/20/2023	41337	ASH TREE REMOVAL/NE CORNER 8211-FORESTRY	2,283.75
BIRCH TREE CARE, LLC	219291	04/20/2023	41341	WINTER TREE PRUNING/COUNCIL APPROVED/RES# 2022-151	36,884.00
Vendor VEN33122 - BIRCH TREE CARE, LLC Total:					39,167.75
Vendor: VEN35453 - BIX PRODUCE COMPANY LLC					
BIX PRODUCE COMPANY LLC	15475	04/14/2023	5708931	FOOD FOR CLUBHOUSE	457.41
BIX PRODUCE COMPANY LLC	15512	04/20/2023	5719541	FOOD FOR CLUBHOUSE	262.90
BIX PRODUCE COMPANY LLC	15564	04/27/2023	5727246	FOOD FOR CLUBHOUSE	253.53
Vendor VEN35453 - BIX PRODUCE COMPANY LLC Total:					973.84
Vendor: VEN31447 - BOLTON & MENK, INC					
BOLTON & MENK, INC	15565	04/27/2023	309197	2023 MILL OVERLAY 2/4/23-3/3/23	8,216.50
BOLTON & MENK, INC	15565	04/27/2023	309199	2023 PAVEMENT MANAGEMENT 2/4/23-3/3/2	50,365.00
BOLTON & MENK, INC	15565	04/27/2023	309200	7404 LAMAR AVE 2/4/23-3/3/23	1,172.00
BOLTON & MENK, INC	15565	04/27/2023	309201	7781 HARDWOOD AVENUE 2/4/23-3/3/23	3,441.50
BOLTON & MENK, INC	15565	04/27/2023	309202	WAG PARCEL STORMWATER 2/4/23-3/3/23	1,794.00
BOLTON & MENK, INC	15565	04/27/2023	309202	CCIP ASSISTANCE 2023 2/4/23-3/3/23	333.00
BOLTON & MENK, INC	15565	04/27/2023	309202	SITE SE OF JAMAICA/95TH 2/4/23-3/3/23	334.50
BOLTON & MENK, INC	15565	04/27/2023	309202	EAST RAVINE STORMWATER AREA 2/4/23-3/3/23	2,062.50
BOLTON & MENK, INC	15565	04/27/2023	309202	SOUTH DISTRICT STORM CHARGE 2/4/23-3/3/23	5,458.50
BOLTON & MENK, INC	15565	04/27/2023	309202	WAG PROPERTY UTILITIES 2/4/23-3/3/23	810.50
BOLTON & MENK, INC	15565	04/27/2023	309202	HY-VEE SIGNAL 2/4/23-3/3/23	507.50
BOLTON & MENK, INC	15565	04/27/2023	309202	HARDWOOD AVE/CT INTERSECTION 2/4/23-3/3/23	3,074.50
BOLTON & MENK, INC	15565	04/27/2023	309202	PILLAI BUILDERS EVERWOOD 2/4/23-3/3/23	30.00
BOLTON & MENK, INC	15565	04/27/2023	309202	ISD 833 TRANSPORTATION FACILITY 2/4/23-3/3/23	1,122.00
BOLTON & MENK, INC	15565	04/27/2023	309203	GIS PROJECT UPDATES 2/4/23-3/3/23	772.00
BOLTON & MENK, INC	15565	04/27/2023	309204	GLACIAL VALLEY ESTATES 2ND 2/4/23-3/3/23	591.00

Expense Approval Report

Payment Dates: 4/13/2023 - 4/28/2023

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
BOLTON & MENK, INC	15565	04/27/2023	309205	GLACIAL VALLEY PARK PH I 2/4/23-3/3/23	4,453.50
BOLTON & MENK, INC	15565	04/27/2023	309206	HINTON WOODS 2ND 2/4/23- 3/3/23	531.00
BOLTON & MENK, INC	15565	04/27/2023	309224	JAMAICA AVENUE EAST POINT 2/4/23-3/3/23	33,886.00
BOLTON & MENK, INC	15565	04/27/2023	309225	L-P3 POND IMPROVEMENTS 2/4/23-3/3/23	4,240.50
BOLTON & MENK, INC	15565	04/27/2023	309226	OFFICE HOURS 2/4/23-3/3/23	2,677.50
BOLTON & MENK, INC	15565	04/27/2023	309227	PARKVIEW POINTE FINAL ST 2/4/23-3/3/23	558.00
BOLTON & MENK, INC	15565	04/27/2023	309228	RAVINE CROSSING 2/4/23- 3/3/23	12,641.00
BOLTON & MENK, INC	15565	04/27/2023	309229	RIVER OAKS RCUT 2/4/23- 3/3/23	348.00
BOLTON & MENK, INC	15565	04/27/2023	309230	ROCKET CAR WASH 2/4/23- 3/3/23	2,503.50
BOLTON & MENK, INC	15565	04/27/2023	309231	SETTLERS BLUFF 2ND ADDITION 2/4/23-3/3/23	284.00
BOLTON & MENK, INC	15565	04/27/2023	309232	SHOPPES AT COTTAGE VIEW 2/4/23-3/3/23	78.50
BOLTON & MENK, INC	15565	04/27/2023	309233	SO DISTRICT ST & UTILITY 2/4/23-3/3/23	78.50
BOLTON & MENK, INC	15565	04/27/2023	309234	SOUTH DISTRICT TRUNK STORM 2/4/23-3/3/23	4,595.50
BOLTON & MENK, INC	15565	04/27/2023	309235	SOUTHWEST ARTERIAL 2/4/23-3/3/23	9,884.50
BOLTON & MENK, INC	15565	04/27/2023	309236	TG-P14 POND IMPROVEMENTS 2/4/23-3/3/	2,519.00
BOLTON & MENK, INC	15565	04/27/2023	309237	WAG PARCEL PLAT 2/4/23- 3/3/23	6,085.50
Vendor VEN31447 - BOLTON & MENK, INC Total:					165,449.50
Vendor: VEN02288 - BOUND TREE MEDICAL, LLC					
BOUND TREE MEDICAL, LLC	15513	04/20/2023	84898300	EMS SUPPLIES	978.60
BOUND TREE MEDICAL, LLC	15513	04/20/2023	84898301	EMS SUPPLIES	70.14
BOUND TREE MEDICAL, LLC	15513	04/20/2023	84904072	EMS SUPPLIES	143.84
BOUND TREE MEDICAL, LLC	15568	04/27/2023	84905695	EMS SUPPLIES	650.31
BOUND TREE MEDICAL, LLC	15568	04/27/2023	84908845	EMS SUPPLIES	108.90
BOUND TREE MEDICAL, LLC	15568	04/27/2023	84912065	EMS SUPPLIES	1,183.09
Vendor VEN02288 - BOUND TREE MEDICAL, LLC Total:					3,134.88
Vendor: VEN02306 - BRAUN INTERTEC CORPORATION					
BRAUN INTERTEC CORPORATI	15514	04/20/2023	B337056	WELL 2 INTERIM WATER TREATMENT SVS THRU 3/10/2	3,140.75
BRAUN INTERTEC CORPORATI	15514	04/20/2023	B337057	WELL 7 INTERIM WATER TREATMENT SVS THRU 3/10/2	1,561.00
Vendor VEN02306 - BRAUN INTERTEC CORPORATION Total:					4,701.75
Vendor: VEN35273 - BREAKTHRU BEVERAGE MINNESOTA BEER LLC					
BREAKTHRU BEVERAGE MINN	219329	04/20/2023	348321111	BEER FOR CLUBHOUSE	376.00
Vendor VEN35273 - BREAKTHRU BEVERAGE MINNESOTA BEER LLC Total:					376.00
Vendor: VEN36301 - BRIAN THOMAS PETRANGELO					
BRIAN THOMAS PETRANGELO	219330	04/20/2023	20230405	PMT FOR MINOR OFFICIALS 22-23 SEASON	150.00
Vendor VEN36301 - BRIAN THOMAS PETRANGELO Total:					150.00
Vendor: VEN33107 - BURGGRAF'S ACE HARDWARE OF COTTAGE GROVE CO.					
BURGGRAF'S ACE HARDWARE	219292	04/20/2023	5193	CHAINSAW REPLACEMENT FOR E4	359.99
BURGGRAF'S ACE HARDWARE	219292	04/20/2023	5205	COBALT DRILL BIT 5/32"; COBALT DRILL BIT 1/8"	32.95
BURGGRAF'S ACE HARDWARE	219292	04/20/2023	5208	FASTENERS FOR ICE ARENA	23.99
BURGGRAF'S ACE HARDWARE	219292	04/20/2023	5213	VEHICLE KEYS FOR HERO CENTER VEHICLE	13.77

Expense Approval Report

Payment Dates: 4/13/2023 - 4/28/2023

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
BURGGRAF'S ACE HARDWARE	219292	04/20/2023	5218	6PLY 40" APRON CHAP STIHL - PARKS	111.99
BURGGRAF'S ACE HARDWARE	219292	04/20/2023	5222	CLEANING CLOTHS-UTILITY	7.99
BURGGRAF'S ACE HARDWARE	219292	04/20/2023	5231	KEY SARGENT S22-ACE PO# HARRIS	17.94
BURGGRAF'S ACE HARDWARE	219292	04/20/2023	5241	CUT OFF GRNDR CRLDS-FACILITY	129.99
BURGGRAF'S ACE HARDWARE	219292	04/20/2023	5243	KEY FORT/SILICONE/CRTRDG FILR/TRIMAKR-FACILITIES	43.55
BURGGRAF'S ACE HARDWARE	219292	04/20/2023	5249	LMHM BATTERY/AAA/AA/9V-UTILITY	78.96
BURGGRAF'S ACE HARDWARE	219292	04/20/2023	5253	RETURN PROMARK HELMET SYSTEM-PARKS	-199.98
Vendor VEN33107 - BURGGRAF'S ACE HARDWARE OF COTTAGE GROVE CO. Total:					621.14
Vendor: VEN03436 - C & E AUTO UPHOLSTERY					
C & E AUTO UPHOLSTERY	15515	04/20/2023	25764	REBUILT DRIVER'S SEAT - 1509/35685	280.00
C & E AUTO UPHOLSTERY	15515	04/20/2023	25768	RPR DRIVER'S SEAT - 6003/35706	160.00
C & E AUTO UPHOLSTERY	15515	04/20/2023	25769	REPAIR DRIVER'S SEAT - 4204/35690	180.00
Vendor VEN03436 - C & E AUTO UPHOLSTERY Total:					620.00
Vendor: VEN35289 - CADD MICROSYSTEMS INC					
CADD MICROSYSTEMS INC	15476	04/14/2023	SO30033229	BlueBeam Renewal	4,125.00
Vendor VEN35289 - CADD MICROSYSTEMS INC Total:					4,125.00
Vendor: VEN14448 - CAPITAL ONE TRADE CREDIT					
CAPITAL ONE TRADE CREDIT	15516	04/20/2023	51926800	600LB CAPMANUAL-RIVER OAKS SAFETY GRANT	161.90
CAPITAL ONE TRADE CREDIT	15516	04/20/2023	51926800	FLOOR MOUNT JIB-RIVER OAKS SAFETY GRANT	2,009.95
CAPITAL ONE TRADE CREDIT	15516	04/20/2023	51926800	ELECTRIC UTV LIFT-RIVER OAKS SAFETY GRANT	5,192.40
Vendor VEN14448 - CAPITAL ONE TRADE CREDIT Total:					7,364.25
Vendor: VEN03362 - CARLSON AUTO SERVICE & REPAIR					
CARLSON AUTO SERVICE & RE	15517	04/20/2023	55253	RPL BALL JNTS,TIE ROD,WHEEL ALIGNMENT - 15	2,198.16
CARLSON AUTO SERVICE & RE	15517	04/20/2023	55286	BRAKE REPAIRS - 1004/35657	1,626.14
Vendor VEN03362 - CARLSON AUTO SERVICE & REPAIR Total:					3,824.30
Vendor: VEN29071 - CC SHARROW CO, INC					
CC SHARROW CO, INC	15477	04/14/2023	159675	2023 ANNUAL CRANE & HOIST INSPECTION - FLEET DE	500.00
Vendor VEN29071 - CC SHARROW CO, INC Total:					500.00
Vendor: VEN35835 - CENTER FOR INTERNET SECURITY INC					
CENTER FOR INTERNET SECUR	219193	04/13/2023	INV-230227-0044254	CIS Services MDR Advanced	12,600.00
Vendor VEN35835 - CENTER FOR INTERNET SECURITY INC Total:					12,600.00
Vendor: VEN03922 - CENTERPOINT ENERGY					
CENTERPOINT ENERGY	219356	04/27/2023	8000015730-7 20230403	FIRE #3 GAS USAGE 02/22/23-03/23/23	564.63
CENTERPOINT ENERGY	219356	04/27/2023	8000015730-7 20230403	PW STORAGE BLDG GAS USAGE 02/22/23-03/23/23	298.41
CENTERPOINT ENERGY	219356	04/27/2023	8000015730-7 20230403	WARMING HOUSE GAS USAGE 02/22/23-03/23/23	147.45
CENTERPOINT ENERGY	219356	04/27/2023	8000015730-7 20230403	LAMAR PARK BLDG GAS USAGE 02/22/23-03/23/23	127.14
CENTERPOINT ENERGY	219356	04/27/2023	8000015730-7 20230403	RIVER OAKS PRO SHOP GAS USAGE 02/22/23-03/23/23	445.08
CENTERPOINT ENERGY	219356	04/27/2023	8000015730-7 20230403	RIVER OAKS MAINT BLDG GAS USAGE 02/22/23-03/23/23	267.80

Expense Approval Report

Payment Dates: 4/13/2023 - 4/28/2023

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
CENTERPOINT ENERGY	219356	04/27/2023	8000015730-7 20230403	CLUBHOUSE GAS USAGE 02/22/23-03/23/23	1,650.65
Vendor VEN03922 - CENTERPOINT ENERGY Total:					3,501.16
Vendor: VEN35388 - CENTRAL MCGOWAN INC					
CENTRAL MCGOWAN INC	219194	04/13/2023	690487	CO2/NITROGEN CYLINDER RENTAL	176.95
CENTRAL MCGOWAN INC	219357	04/27/2023	231189	CO2/NITROGEN CYLINDER RENTAL	18.00
Vendor VEN35388 - CENTRAL MCGOWAN INC Total:					194.95
Vendor: VEN03059 - CENTURY COLLEGE					
CENTURY COLLEGE	15569	04/27/2023	1149467	FIRE APPARATUS OPERATOR TRAINING-BANKEN	750.00
CENTURY COLLEGE	15569	04/27/2023	1149467	FIRE APPARATUS OPERATOR TRAINING-LINDER	750.00
CENTURY COLLEGE	15569	04/27/2023	1149467	FIRE APPARATUS OPERATOR TRAINING-KING	750.00
CENTURY COLLEGE	15569	04/27/2023	1149467	FIRE APPARATUS OPERATOR TRAINING-OHRT	750.00
CENTURY COLLEGE	15569	04/27/2023	1149467	FIRE APPARATUS OPERATOR TRAINING-DAHLQUIST	750.00
CENTURY COLLEGE	15569	04/27/2023	1149467	FIRE APPARATUS OPERATOR TRAINING-ARRIGONI	750.00
CENTURY COLLEGE	15569	04/27/2023	1149467	FIRE APPARATUS OPERATOR TRAINING-RINECK	750.00
CENTURY COLLEGE	15569	04/27/2023	1149467	FIRE APPARATUS OPERATOR TRAINING-FISCHER	750.00
CENTURY COLLEGE	15569	04/27/2023	767963	8 FIRE APPARATUS OPERATOR BOOKS	800.00
Vendor VEN03059 - CENTURY COLLEGE Total:					6,800.00
Vendor: VEN29526 - CENTURY LINK					
CENTURY LINK	219358	04/27/2023	651 459-2197 218-FEB23	651459-2197-218 ORDER 31766357 DISCONNECTED 4/4/23	80.72
CENTURY LINK	219358	04/27/2023	651 459-9499 123-FEB23	APR ACCT 651-459-9499 123	226.82
CENTURY LINK	219358	04/27/2023	651 458-2946 864-MAR23	APR ACCT 651-458-2946 864	289.27
CENTURY LINK	219358	04/27/2023	651 458-8074 011-MAR23	APR ACCT 651-458-8074-011	133.59
CENTURY LINK	219358	04/27/2023	651 459-2197 218-MAR23	APR ACCT 651-459-2197 218	80.72
CENTURY LINK	219358	04/27/2023	651 459-2560 545-MAR23	APR ACCT 651-459-2560 545	182.63
CENTURY LINK	219358	04/27/2023	651 459-3912 290-MAR23	APR ACCT 651-459-3912 290	335.73
CENTURY LINK	219358	04/27/2023	651 459-8124 217-MAR23	APR ACCT 651459-8124 217	68.84
CENTURY LINK	219358	04/27/2023	651 459-8128 529-MAR23	APR ACCT 651-459-8128 529	62.84
CENTURY LINK	219358	04/27/2023	651 459-9499 123-MAR23	651459-9499123 DISCONNECTED 4/4/23 ORDER 31766352	226.82
CENTURY LINK	219358	04/27/2023	612 E12-8029 542-MAR23	APR ACCT 612E12-8029 542	543.25
CENTURY LINK	219358	04/27/2023	651 769-1028 761-MAR23	APR ACCT 651-769-1028 761	171.78
CENTURY LINK	219358	04/27/2023	651 459-2197 218-APR23	APR ACCT 651-459-2197 218	-61.90
CENTURY LINK	219358	04/27/2023	651 459-9499 123-APR23	APR ACCT 651-459-9499 123	-155.13
Vendor VEN29526 - CENTURY LINK Total:					2,185.98
Vendor: VEN03416 - CERTIFIED POWER, INC					
CERTIFIED POWER, INC	15478	04/14/2023	50343243	JOYSTICK PROGRAMMED BOARD & JOYSTICK - STOCK	619.84
Vendor VEN03416 - CERTIFIED POWER, INC Total:					619.84
Vendor: VEN33565 - CINTAS CORPORATION NO. 2					
CINTAS CORPORATION NO. 2	15479	04/14/2023	4149982701	UNIFORM SERVICES-RIVER OAKS	100.63
CINTAS CORPORATION NO. 2	15479	04/14/2023	4150541949	PW UNIFORM SVC	6.13
CINTAS CORPORATION NO. 2	15479	04/14/2023	4150541949	PW UNIFORM SVC	44.93
CINTAS CORPORATION NO. 2	15479	04/14/2023	4150693554	UNIFORM SERVICES - RIVER OAKS	136.34

Expense Approval Report

Payment Dates: 4/13/2023 - 4/28/2023

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
CINTAS CORPORATION NO. 2	15570	04/27/2023	4151394687	MAT SERVICE - HERO CENTER	313.47
Vendor VEN33565 - CINTAS CORPORATION NO. 2 Total:					601.50
Vendor: VEN03954 - CINTAS FIRST AID & SAFETY					
CINTAS FIRST AID & SAFETY	15518	04/20/2023	5150463280	FIRST AID KIT SUPPLIES-RIVER OAKS MAINTENANCE BLDG	24.45
CINTAS FIRST AID & SAFETY	15518	04/20/2023	5150463280	FIRST AID KIT SUPPLIES-RIVER OAKS MAINTENANCE BLDG	24.85
Vendor VEN03954 - CINTAS FIRST AID & SAFETY Total:					49.30
Vendor: VEN03057 - CITY OF WOODBURY					
CITY OF WOODBURY	219360	04/27/2023	23-0118	WARNING SIREN EQUIPMENT MONITORING	800.00
Vendor VEN03057 - CITY OF WOODBURY Total:					800.00
Vendor: VEN32389 - COMCAST					
COMCAST	219195	04/13/2023	168615020	CABLE SVC ACCT #8772105760387528	6,252.00
Vendor VEN32389 - COMCAST Total:					6,252.00
Vendor: VEN33966 - CRAWFORD DOOR SALES CO. OF THE TWIN CITIES					
CRAWFORD DOOR SALES CO.	219331	04/20/2023	49264	PHOTO CELL - PUBLIC WORKS	111.90
Vendor VEN33966 - CRAWFORD DOOR SALES CO. OF THE TWIN CITIES Total:					111.90
Vendor: VEN03011 - CRYSTEEL TRUCK EQUIPMENT INC					
CRYSTEEL TRUCK EQUIPMENT	15571	04/27/2023	FP191415	PLOW KICKSTAND - STOCK	87.38
Vendor VEN03011 - CRYSTEEL TRUCK EQUIPMENT INC Total:					87.38
Vendor: VEN30189 - CT ANDERSON SERVICES					
CT ANDERSON SERVICES	219294	04/20/2023	3536	HERO CENTER SNOW PLOWING - MARCH	2,563.00
Vendor VEN30189 - CT ANDERSON SERVICES Total:					2,563.00
Vendor: VEN31180 - CTM SERVICES, INC					
CTM SERVICES, INC	15572	04/27/2023	6158	EDGER BLADES-SET OF FOUR	301.14
Vendor VEN31180 - CTM SERVICES, INC Total:					301.14
Vendor: VEN03012 - CUB FOODS					
CUB FOODS	219361	04/27/2023	161306005337	FOOD FOR CLUBHOUSE	33.93
CUB FOODS	219361	04/27/2023	161307011336	FORKLIFT TRAINING	37.55
CUB FOODS	219361	04/27/2023	161352001996	FOOD FOR CLUBHOUSE	6.85
CUB FOODS	219361	04/27/2023	161351005564	FOOD FOR CLUBHOUSE	20.93
Vendor VEN03012 - CUB FOODS Total:					99.26
Vendor: VEN03013 - CULLIGAN-MILBERT COMPANY					
CULLIGAN-MILBERT COMPAN	219362	04/27/2023	157X01640601	SOLAR SALT - CLUBHOUSE	32.35
Vendor VEN03013 - CULLIGAN-MILBERT COMPANY Total:					32.35
Vendor: VEN03305 - CUMMINS INC.					
CUMMINS INC.	219363	04/27/2023	E4-79487	CALIBRATION & ECM TRANSFER - 8603/35839	1,493.85
Vendor VEN03305 - CUMMINS INC. Total:					1,493.85
Vendor: VEN30349 - DAKOTA COUNTY ABSTRACT CO					
DAKOTA COUNTY ABSTRACT C	219197	04/13/2023	DC230689	MS DUNES PAR K - COMMITMENT FEE	1,000.00
Vendor VEN30349 - DAKOTA COUNTY ABSTRACT CO Total:					1,000.00
Vendor: VEN19371 - DANIEL SCHOEN					
DANIEL SCHOEN	219364	04/27/2023	20230330	REIMBURSEMENT - ITEMS FOR COMMUNITY ENGAGEM	38.09
Vendor VEN19371 - DANIEL SCHOEN Total:					38.09
Vendor: VEN35073 - DATAWORKS PLUS LLC					
DATAWORKS PLUS LLC	219198	04/13/2023	23-559	MAINTENANCE FEE - 3/1/23-2/28/24	495.00
Vendor VEN35073 - DATAWORKS PLUS LLC Total:					495.00
Vendor: VEN04163 - DELL MARKETING L.P.					
DELL MARKETING L.P.	219365	04/27/2023	10658542810	Dell Keyboard and Mouse	69.99
DELL MARKETING L.P.	219365	04/27/2023	10658542810	Dell Latitude 5530 Laptop	1,688.50

Expense Approval Report

Payment Dates: 4/13/2023 - 4/28/2023

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
DELL MARKETING L.P.	219365	04/27/2023	10658542810	USB C to HDMI/DP with Powe	34.99
Vendor VEN04163 - DELL MARKETING L.P. Total:					1,793.48
Vendor: VEN04249 - DELTA DENTAL PLAN OF MN					
DELTA DENTAL PLAN OF MN	219366	04/27/2023	CNS0001230887	COBRA PREMIUM- MAY 2023	412.64
DELTA DENTAL PLAN OF MN	219366	04/27/2023	CNS0001230887	EMPLOYER PREMIUM- MAY 2023	6,398.28
DELTA DENTAL PLAN OF MN	219366	04/27/2023	CNS0001230887	EMPLOYEE PREMIUM-MAY 2023	3,882.83
Vendor VEN04249 - DELTA DENTAL PLAN OF MN Total:					10,693.75
Vendor: VEN30005 - DEPARTMENT OF FINANCE					
DEPARTMENT OF FINANCE	219199	04/13/2023	20230406	CASE# CG21017684 - FORFEIRUTE/SEIZURE FUNDS	30.70
DEPARTMENT OF FINANCE	219199	04/13/2023	20230406-2	CASE# CG22017352 - FORFEITURE/SEIZURE FUNDS	10.94
DEPARTMENT OF FINANCE	219199	04/13/2023	20230406-2	CASE# CG20016899 - FORFEITURE/SEIZURE FUNDS	41.25
Vendor VEN30005 - DEPARTMENT OF FINANCE Total:					82.89
Vendor: VEN35638 - DRUM CORPORATION					
DRUM CORPORATION	219332	04/20/2023	INV323945	HYDR CONNECTOR - 4002/35621	3.13
DRUM CORPORATION	219332	04/20/2023	INV324758	HYDR SWIVEL FITTING - 3115/35633	10.63
Vendor VEN35638 - DRUM CORPORATION Total:					13.76
Vendor: VEN35771 - DYNAMIC BRANDS LLC					
DYNAMIC BRANDS LLC	219367	04/27/2023	INV1617846	PROSHOP MERCHANDISE	188.96
Vendor VEN35771 - DYNAMIC BRANDS LLC Total:					188.96
Vendor: VEN33289 - EBERT, INC.					
EBERT, INC.	219425	04/28/2023	21633315	PMT #1 - GLACIER VALLEY PARK BUILDING	2,119.19
Vendor VEN33289 - EBERT, INC. Total:					2,119.19
Vendor: VEN05004 - ED'S TROPHIES INC					
ED'S TROPHIES INC	219368	04/27/2023	5646	PLAQUE FOR PLANNING COMMISSION	10.00
ED'S TROPHIES INC	219368	04/27/2023	5862	UPDATE PUBLIC SAFETY BOARD GOLF TOURNAMENT	41.00
ED'S TROPHIES INC	219368	04/27/2023	5900	ACRYLIC AWARDS - COLUNTEER OF THE YEAR	140.00
Vendor VEN05004 - ED'S TROPHIES INC Total:					191.00
Vendor: VEN05014 - EHLERS AND ASSOCIATES INC					
EHLERS AND ASSOCIATES INC	219369	04/27/2023	93772	TRELLIS COMMUNICATIONS/PROJECT REVIEW	150.00
Vendor VEN05014 - EHLERS AND ASSOCIATES INC Total:					150.00
Vendor: VEN05028 - EMERGENCY APPARATUS MAINTENANCE, INC.					
EMERGENCY APPARATUS MAI	15519	04/20/2023	126893	SERVICE CALL - 3116/35715	1,879.70
EMERGENCY APPARATUS MAI	15519	04/20/2023	126937	RPR #3 VAC - 3126/35772	4,818.15
EMERGENCY APPARATUS MAI	15519	04/20/2023	126938	GAUGE REPAIRS - 3115/35773	2,463.60
EMERGENCY APPARATUS MAI	15519	04/20/2023	126939	LT TURN SGNL & PWR	706.71
EMERGENCY APPARATUS MAI	15573	04/27/2023	126425	STEERING RPRS-3135/35774	
EMERGENCY APPARATUS MAI	15573	04/27/2023	126426	PUMP TEST,SERVICE AERIAL - 3116/35849	1,736.53
EMERGENCY APPARATUS MAI	15573	04/27/2023	126427	PUMP TEST - 3115/35850	265.00
EMERGENCY APPARATUS MAI	15573	04/27/2023	126428	PUMP TEST - 3135/35851	265.00
EMERGENCY APPARATUS MAI	15573	04/27/2023	126429	PUMP TEST,SERVICE AERIAL - 3126/35852	1,697.96
EMERGENCY APPARATUS MAI	15573	04/27/2023	126429	PUMP TEST - 3145/35853	265.00
Vendor VEN05028 - EMERGENCY APPARATUS MAINTENANCE, INC. Total:					14,097.65

Expense Approval Report

Payment Dates: 4/13/2023 - 4/28/2023

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN36307 - EMILY TAYLOR					
EMILY TAYLOR	219333	04/20/2023	20230412	WATER EFFICIENCY REBATE-TAYLOR 8563 HYDE AVE S	300.00
Vendor VEN36307 - EMILY TAYLOR Total:					300.00
Vendor: VEN18053 - EVEREST EMERGENCY VEHICLES, INC					
EVEREST EMERGENCY VEHICL	219370	04/27/2023	W03970	REAR BUMPER & COMPARTMENT DOOR RPR-833/35836	1,538.68
EVEREST EMERGENCY VEHICL	219370	04/27/2023	W04042	RIGHT REAR ENTRY DOOR RPR - 831/35835	485.33
Vendor VEN18053 - EVEREST EMERGENCY VEHICLES, INC Total:					2,024.01
Vendor: VEN34324 - EWT HOLDINGS III CORP					
EWT HOLDINGS III CORP	15574	04/27/2023	905803409	MARCH EQUIPMENT RENTAL WELL 3	21,600.00
EWT HOLDINGS III CORP	15574	04/27/2023	905803409	MARCH EQUIPMENT RENTAL WELL 10	39,200.00
EWT HOLDINGS III CORP	15574	04/27/2023	905803411	MARCH EQUIPMENT RENTAL WELL 7/8	43,200.00
Vendor VEN34324 - EWT HOLDINGS III CORP Total:					104,000.00
Vendor: VEN06001 - F JOSEPH TAYLOR, P.A.					
F JOSEPH TAYLOR, P.A.	219202	04/13/2023	20230331	MARCH PROSECUTION SERVICES	13,443.50
Vendor VEN06001 - F JOSEPH TAYLOR, P.A. Total:					13,443.50
Vendor: VEN31385 - FARMER BROS CO					
FARMER BROS CO	219295	04/20/2023	96320854	COFFEE FOR CLUBHOUSE	133.00
Vendor VEN31385 - FARMER BROS CO Total:					133.00
Vendor: VEN06140 - FASTENAL COMPANY					
FASTENAL COMPANY	15520	04/20/2023	MNT11120354	CUT/GRINDING DISCS - SHOP SUPPLY	124.25
Vendor VEN06140 - FASTENAL COMPANY Total:					124.25
Vendor: VEN14433 - FERGUSON WATERWORKS #2518					
FERGUSON WATERWORKS #2	219203	04/13/2023	508769	FLANGE KIT - UTILITIES	305.49
Vendor VEN14433 - FERGUSON WATERWORKS #2518 Total:					305.49
Vendor: VEN06092 - FERRELLGAS LP					
FERRELLGAS LP	15521	04/20/2023	1122452670	PROPANE-ICE	131.17
FERRELLGAS LP	15521	04/20/2023	1122498495	PROPANE-ICE	56.34
FERRELLGAS LP	15521	04/20/2023	1122534566	PROPANE-ICE	96.47
FERRELLGAS LP	15521	04/20/2023	1122614278	PROPANE-ICE	102.11
FERRELLGAS LP	15521	04/20/2023	1122659110	PROPANE-ICE	62.20
FERRELLGAS LP	15521	04/20/2023	1122695281	PROPANE-ICE	96.03
FERRELLGAS LP	15521	04/20/2023	1122744506	PROPANE-ICE	55.91
Vendor VEN06092 - FERRELLGAS LP Total:					600.23
Vendor: VEN34368 - FIRE LOSS MANGEMENT LLC					
FIRE LOSS MANGEMENT LLC	219296	04/20/2023	23-010	FIRE ALARM SYSTEM PLAN REVIEW DODGE NATURE CENTER	50.00
Vendor VEN34368 - FIRE LOSS MANGEMENT LLC Total:					50.00
Vendor: VEN32106 - FIRE PROTECTION SERVICES, INC					
FIRE PROTECTION SERVICES, I	219297	04/20/2023	1815	REVIEW SHOP DRAWINGS & CALCULATIONS	420.00
Vendor VEN32106 - FIRE PROTECTION SERVICES, INC Total:					420.00
Vendor: VEN31978 - FIRST ADVANTAGE LNS					
FIRST ADVANTAGE LNS	15575	04/27/2023	2512422303	ANNUAL ENROLLMENTS	141.20
FIRST ADVANTAGE LNS	15575	04/27/2023	2512422303	ANNUAL ENROLLMENTS	70.60
FIRST ADVANTAGE LNS	15575	04/27/2023	2512422303	ANNUAL ENROLLMENTS	105.90
Vendor VEN31978 - FIRST ADVANTAGE LNS Total:					317.70

Expense Approval Report

Payment Dates: 4/13/2023 - 4/28/2023

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN36198 - FLAHERTY & HOOD P.A.					
FLAHERTY & HOOD P.A.	219298	04/20/2023	19154	2023 LOST LEGISLATIVE SERVICES PAYMENT #3 -PARKS	5,000.00
Vendor VEN36198 - FLAHERTY & HOOD P.A. Total:					5,000.00
Vendor: VEN36216 - FLANNERY PETERSON					
FLANNERY PETERSON	219371	04/27/2023	20230420	WATER EFFICIENCY REBATE- 7310 BURR OAK AVE S	139.00
Vendor VEN36216 - FLANNERY PETERSON Total:					139.00
Vendor: VEN31404 - FLEETPRIDE, INC					
FLEETPRIDE, INC	219204	04/13/2023	106480848	SENSOR - STOCK	495.54
FLEETPRIDE, INC	219299	04/20/2023	106641442	MUDFLAP,HITCH CLIP, NPT	59.71
				END - STOCK	
FLEETPRIDE, INC	219372	04/27/2023	RSV039317	RPL 2 AIR TANKS - 4001/3569	6,674.63
FLEETPRIDE, INC	219372	04/27/2023	106815317	LED LIGHTS - STOCK	63.80
FLEETPRIDE, INC	219372	04/27/2023	106865366	BACKUP ALARM, LAMP - STOC	54.29
Vendor VEN31404 - FLEETPRIDE, INC Total:					7,347.97
Vendor: VEN32896 - FROST INC					
FROST INC	15576	04/27/2023	10922	GPS SPRAYER ANNUAL SUBSCRIPTION	983.25
Vendor VEN32896 - FROST INC Total:					983.25
Vendor: VEN06261 - FURY CHRYSLER JEEP					
FURY CHRYSLER JEEP	219300	04/20/2023	5168112	REAR BRAKE PADS & ROTORS - STOCK	487.20
Vendor VEN06261 - FURY CHRYSLER JEEP Total:					487.20
Vendor: VEN07005 - GENERATOR SPECIALTY COMPANY INC					
GENERATOR SPECIALTY COMP	219373	04/27/2023	26487	(2) ALTERNATOR RPR AND BECAME STOCK ITEMS	454.00
Vendor VEN07005 - GENERATOR SPECIALTY COMPANY INC Total:					454.00
Vendor: VEN14420 - GENUINE PARTS COMPANY					
GENUINE PARTS COMPANY	15480	04/14/2023	2514-040898	BRAKE ROTORS - 6003/35707	345.48
Vendor VEN14420 - GENUINE PARTS COMPANY Total:					345.48
Vendor: VEN07606 - GERLACH SERVICE INC.					
GERLACH SERVICE INC.	15481	04/14/2023	58638	OIL TANK - PARKS	13.19
GERLACH SERVICE INC.	15522	04/20/2023	58678	CARB KIT - 60MISC/35708	33.89
GERLACH SERVICE INC.	15577	04/27/2023	58692	BAR OIL FOR CHAINSAWS - PARKS	39.98
Vendor VEN07606 - GERLACH SERVICE INC. Total:					87.06
Vendor: VEN07007 - GERTENS					
GERTENS	219334	04/20/2023	196829/12	BACKPACK SPRAYER/WAND/NOZZLE- PARKS	250.37
GERTENS	219334	04/20/2023	196832/12	SLEDGE HAMMER PLUS - PARKS	60.31
GERTENS	219334	04/20/2023	269897/1	C LOPPER FORGED DUALINK	161.98
Vendor VEN07007 - GERTENS Total:					472.66
Vendor: VEN36197 - GIS WORKSHOP LLC					
GIS WORKSHOP LLC	219301	04/20/2023	2019-15729	PUBWORKS ANNUAL FEE - 1/1/23-12/31/23	6,291.00
Vendor VEN36197 - GIS WORKSHOP LLC Total:					6,291.00
Vendor: VEN07043 - GOODIN COMPANY					
GOODIN COMPANY	15523	04/20/2023	2560899-00	PVC/COUP/CEMENT-WELL 10	1,343.84
Vendor VEN07043 - GOODIN COMPANY Total:					1,343.84
Vendor: VEN32232 - GOODYEAR COMMERCIAL TIRE & SERVICE CENTERS					
GOODYEAR COMMERCIAL TIR	219335	04/20/2023	124-1107510	TIRES - STOCK	2,252.86
Vendor VEN32232 - GOODYEAR COMMERCIAL TIRE & SERVICE CENTERS Total:					2,252.86

Expense Approval Report

Payment Dates: 4/13/2023 - 4/28/2023

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN15382 - GOPHER STATE ONE CALL					
GOPHER STATE ONE CALL	15578	04/27/2023	3030319	ONE CALL TICKETS	226.80
Vendor VEN15382 - GOPHER STATE ONE CALL Total:					226.80
Vendor: VEN07015 - GRAINGER					
GRAINGER	15482	04/14/2023	9639994145	SAFETY SIGN FOR HERO CENTER	37.64
GRAINGER	15482	04/14/2023	9643695977	TRASH BAGS	117.32
GRAINGER	15482	04/14/2023	9646432337	EYE WASH STATION PRESERVATIVE	45.03
GRAINGER	15524	04/20/2023	9649362333	VIBRATION ISOLATOR - 8603/35645	5.52
GRAINGER	15524	04/20/2023	9649362341	BORE POLISHER/MANDREL	22.99
GRAINGER	15524	04/20/2023	9650679989	MEASURING WHEEL SPOKE-PARKS	101.14
Vendor VEN07015 - GRAINGER Total:					329.64
Vendor: VEN07023 - GRAPHIC DESIGN INC					
GRAPHIC DESIGN INC	15483	04/14/2023	QB47693	NEWSLETTER MAILING - MARCH 2023	2,784.00
GRAPHIC DESIGN INC	15483	04/14/2023	QB47693	NEWSLETTER MAILING POSTAGE - MARCH 2023	2,700.84
GRAPHIC DESIGN INC	15579	04/27/2023	QB47973	BUSINESS CARDS - HANSON/HUESMAN	119.00
Vendor VEN07023 - GRAPHIC DESIGN INC Total:					5,603.84
Vendor: VEN13406 - GREAT LAKES COCA-COLA DISTRIBUTION, LLC					
GREAT LAKES COCA-COLA DIS	15525	04/20/2023	3610217790	RETURN EMPTY 20LB CO2	-75.00
GREAT LAKES COCA-COLA DIS	15525	04/20/2023	3610217791	BEVERAGES FOR ICE ARENA CONCESSIONS	78.39
GREAT LAKES COCA-COLA DIS	15525	04/20/2023	3610217791	BEVERAGES FOR ICE ARENA CONCESSIONS	324.87
GREAT LAKES COCA-COLA DIS	15580	04/27/2023	3610218014	BEVERAGES FOR CLUBHOUSE	461.30
GREAT LAKES COCA-COLA DIS	15580	04/27/2023	3610218015	BEVERAGES FOR CLUBHOUSE	1,129.86
Vendor VEN13406 - GREAT LAKES COCA-COLA DISTRIBUTION, LLC Total:					1,919.42
Vendor: VEN08013 - H&L MESABI					
H&L MESABI	15484	04/14/2023	11779	CUTTING EDGES - STOCK	1,456.00
Vendor VEN08013 - H&L MESABI Total:					1,456.00
Vendor: VEN33608 - HARTEL & SONS INC					
HARTEL & SONS INC	219207	04/13/2023	660020038	BATTERIES FOR GOLF CART FLEET	674.79
HARTEL & SONS INC	219207	04/13/2023	660020058	BATTERIES FOR GOLF CART FLEET	536.64
Vendor VEN33608 - HARTEL & SONS INC Total:					1,211.43
Vendor: VEN08001 - HAWKINS, INC					
HAWKINS, INC	219374	04/27/2023	6422510	CHLORINE - HYDROFLUOSILICIC ACID	130.00
Vendor VEN08001 - HAWKINS, INC Total:					130.00
Vendor: VEN32661 - HOHENSTEINS, INC					
HOHENSTEINS, INC	219302	04/20/2023	591931	BEER FOR CLUBHOUSE	835.00
HOHENSTEINS, INC	219375	04/27/2023	596511	BEER FOR CLUBHOUSE	50.00
HOHENSTEINS, INC	219375	04/27/2023	596511	BEER FOR CLUBHOUSE	486.80
HOHENSTEINS, INC	219375	04/27/2023	598699	BEER FOR CLUBHOUSE	190.00
Vendor VEN32661 - HOHENSTEINS, INC Total:					1,561.80
Vendor: VEN35474 - HOLIDAY STATIONSTORES LLC					
HOLIDAY STATIONSTORES LLC	219376	04/27/2023	78001042300	3 WORKS WASHES FOR BUILDING DIVISION MARCH SVC	15.00
Vendor VEN35474 - HOLIDAY STATIONSTORES LLC Total:					15.00
Vendor: VEN30088 - INSTRUMENTAL RESEARCH, INC					
INSTRUMENTAL RESEARCH, IN	219377	04/27/2023	4734	WATER TESTING	480.88
Vendor VEN30088 - INSTRUMENTAL RESEARCH, INC Total:					480.88

Expense Approval Report

Payment Dates: 4/13/2023 - 4/28/2023

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN09001 - INTERNATIONAL CITY MANAGEMENT ASSOCIATION RETIREMENT CORPORATION					
INTERNATIONAL CITY MANAG	15526	04/20/2023	INV025271	04/09/2023 BIWEEKLY PAYROLL 03/27/2023-04/09/2	3,004.98
INTERNATIONAL CITY MANAG	15527	04/20/2023	INV025272	04/09/2023 BIWEEKLY PAYROLL 03/27/2023-04/09/2	10,025.00
INTERNATIONAL CITY MANAG	15527	04/20/2023	INV025273	04/09/2023 BIWEEKLY PAYROLL 03/27/2023-04/09/2	1,053.42
Vendor VEN09001 - INTERNATIONAL CITY MANAGEMENT ASSOCIATION RETIREMENT CORPORATION Total:					14,083.40
Vendor: VEN09246 - INTERNATIONAL CODE COUNCIL					
INTERNATIONAL CODE COUN	219208	04/13/2023	144700-23	2023 GOVERNMENTAL MEMBER DUES	145.00
Vendor VEN09246 - INTERNATIONAL CODE COUNCIL Total:					145.00
Vendor: VEN09005 - INTERNATIONAL UNION OF OPERATING ENGIN.					
INTERNATIONAL UNION OF O	15528	04/20/2023	INV025276	04/09/2023 BIWEEKLY PAYROLL 03/27/2023-04/09/2	35.00
Vendor VEN09005 - INTERNATIONAL UNION OF OPERATING ENGIN. Total:					35.00
Vendor: VEN09240 - INTERSTATE POWER SYSTEMS, INC.					
INTERSTATE POWER SYSTEMS,	219336	04/20/2023	R001195830-01	ANNUAL PM SERVICE - CITY HALL	2,254.00
INTERSTATE POWER SYSTEMS,	219336	04/20/2023	R001195835-02	REPLACE BATTERY - LIFT STATION	200.00
INTERSTATE POWER SYSTEMS,	219336	04/20/2023	R001197100-01	ANNUAL PM SERVICE - CITY HALL	2,254.00
INTERSTATE POWER SYSTEMS,	219336	04/20/2023	R001195840-01	SEMI ANNUAL INSPECTION - FIRE# 2	384.00
Vendor VEN09240 - INTERSTATE POWER SYSTEMS, INC. Total:					5,092.00
Vendor: VEN09024 - INVER GROVE FORD					
INVER GROVE FORD	15485	04/14/2023	5327357	SPARK PLUG, IGNITION BOOTS - STOCK	182.92
INVER GROVE FORD	15485	04/14/2023	5327530	BRAKE ROTORS - STOCK	193.44
INVER GROVE FORD	15529	04/20/2023	5327639	SHOCK, INSULATOR - 6009/35649	178.96
INVER GROVE FORD	15529	04/20/2023	5327792	SENSOR - 1666/35679	386.26
INVER GROVE FORD	15485	04/14/2023	5328167	CREDIT - INV# 5328167 RTRN INSULATORS	-49.92
Vendor VEN09024 - INVER GROVE FORD Total:					891.66
Vendor: VEN09255 - I-STATE TRUCK CENTER					
I-STATE TRUCK CENTER	219337	04/20/2023	C242816225-01	VALVE KIT - 4002/35621	914.86
I-STATE TRUCK CENTER	219337	04/20/2023	C242816331-01	CRANKCASE VENTILATION KIT - 4002/35625	136.45
I-STATE TRUCK CENTER	219337	04/20/2023	C242816345-01	ADAPTER KIT - 3115/35633	140.21
I-STATE TRUCK CENTER	219337	04/20/2023	C242816347-01	BRAKE CHAMBER - 3115/356	118.79
I-STATE TRUCK CENTER	219337	04/20/2023	C242816596-01	TERMINALS, SEALS, RCPT - 6008/35659	22.07
I-STATE TRUCK CENTER	219337	04/20/2023	C242816826-01	STRAP & BOLT KIT - 8603/35645	163.68
I-STATE TRUCK CENTER	219378	04/27/2023	C242816566-01	QUICK RELEASE VALVE - 3115/35633	86.54
I-STATE TRUCK CENTER	219378	04/27/2023	C242817017-01	BEARING, NUT - 8603/35645	57.19
I-STATE TRUCK CENTER	219378	04/27/2023	C242818753-01	SUN VISOR - RETURNED	483.31
I-STATE TRUCK CENTER	219378	04/27/2023	C242819200-01	CREDIT - FOR INV# C242818753-01 RTRN SUN VISOR	-369.85
Vendor VEN09255 - I-STATE TRUCK CENTER Total:					1,753.25
Vendor: VEN09103 - IUOE CENTRAL PENSION FUND					
IUOE CENTRAL PENSION FUN	15486	04/14/2023	INV025257	04/05/23 BIWEEKLY PAYROLL 03/13/23-03/26/23	7,488.00
IUOE CENTRAL PENSION FUN	15530	04/20/2023	INV025274	04/09/2023 BIWEEKLY PAYROLL 03/27/2023-04/09/2	7,680.00
Vendor VEN09103 - IUOE CENTRAL PENSION FUND Total:					15,168.00

Expense Approval Report

Payment Dates: 4/13/2023 - 4/28/2023

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN35609 - JEFF HUMBLE					
JEFF HUMBLE	219303	04/20/2023	20230411	MEAL REIMBURSEMENTS FOR ARBORFEST EXPO 3/30-4/2	134.98
Vendor VEN35609 - JEFF HUMBLE Total:					134.98
Vendor: VEN36306 - JEFFREY A JOHNSON					
JEFFREY A JOHNSON	219211	04/13/2023	20230407	COURT FILINGNO 82-CV-22-5397	1,365.48
Vendor VEN36306 - JEFFREY A JOHNSON Total:					1,365.48
Vendor: VEN11026 - JENNARI GROUP					
JENNARI GROUP	15531	04/20/2023	84292	PM SERVCE - 4004/35682	543.65
JENNARI GROUP	15531	04/20/2023	84305	PM SERVICE - 4101/35681	656.25
Vendor VEN11026 - JENNARI GROUP Total:					1,199.90
Vendor: VEN31138 - JOEL A SELTZ					
JOEL A SELTZ	219212	04/13/2023	20230407	COURT FILE 82-CV-22-5397	1,365.61
Vendor VEN31138 - JOEL A SELTZ Total:					1,365.61
Vendor: VEN35802 - JOHN HART					
JOHN HART	219338	04/20/2023	20230404	PMT FOR MINOR OFFICIALS 22-23 SEASON	175.00
Vendor VEN35802 - JOHN HART Total:					175.00
Vendor: VEN10068 - JOHNSON BROTHERS LIQUOR CO.					
JOHNSON BROTHERS LIQUOR	219379	04/27/2023	2270345	ALCOHOL FOR CLUBHOUSE	540.95
Vendor VEN10068 - JOHNSON BROTHERS LIQUOR CO. Total:					540.95
Vendor: VEN29509 - JORDAN ZIEBARTH					
JORDAN ZIEBARTH	219214	04/13/2023	20230331	MEAL REIMBURSEMENT FOR	26.07
JORDAN ZIEBARTH	219380	04/27/2023	20230418	DEATH INV/MISSING PERSON CONF 04/12/2023-04/14/202	14.42
Vendor VEN29509 - JORDAN ZIEBARTH Total:					40.49
Vendor: VEN31290 - JUDITH A GRAF					
JUDITH A GRAF	15532	04/20/2023	20230331	CG CVB MEETING MINUTES-AUDIO	82.06
JUDITH A GRAF	15532	04/20/2023	20230331-1	COUNCIL MEETING MINUTES	125.12
JUDITH A GRAF	15532	04/20/2023	20230331-2	MARCH PLANNING	74.42
Vendor VEN31290 - JUDITH A GRAF Total:					281.60
Vendor: VEN36309 - KARA LALICH					
KARA LALICH	219304	04/20/2023	20230417	WATER EFFICIENCY REBATE-LALICH 8713 INDAHL AVE S	99.50
Vendor VEN36309 - KARA LALICH Total:					99.50
Vendor: VEN35714 - KLETSCHKA INSPECTIONS LLC					
KLETSCHKA INSPECTIONS LLC	15487	04/14/2023	20230401-1	APRIL ELECTRICAL INSPECTIONS - COTTAGE GROVE	19,017.96
Vendor VEN35714 - KLETSCHKA INSPECTIONS LLC Total:					19,017.96
Vendor: VEN31717 - KRAFT CONTRACTING & MECHANICAL LLC					
KRAFT CONTRACTING & MEC	15488	04/14/2023	29375	RPR RPZ - FIRE# 2	1,204.50
KRAFT CONTRACTING & MEC	15488	04/14/2023	29382	GAS LEAK REPAIR ON GAS LINE FLEX CONNECTION	323.75
KRAFT CONTRACTING & MEC	15533	04/20/2023	29499	SEQUENCED VRF CONTROL - HERO CTR	686.00
KRAFT CONTRACTING & MEC	15533	04/20/2023	29526	REPLACE HEAT-PUMP HOUSE #7	3,900.00
KRAFT CONTRACTING & MEC	15581	04/27/2023	29546	PREVENTATIVE MAINTENANCE - CITY HALL	3,501.50
KRAFT CONTRACTING & MEC	15581	04/27/2023	29547	PREVENTATIVE MAINTENANCE - PUBLIC WOR	1,674.75
KRAFT CONTRACTING & MEC	15581	04/27/2023	29548	PREVENTATIVE MAINTENANCE - PARKS	996.73

Expense Approval Report

Payment Dates: 4/13/2023 - 4/28/2023

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
KRAFT CONTRACTING & MEC	15581	04/27/2023	29552	PREVENTATIVE MAINTENANCE - HERO CENTE	3,755.50
KRAFT CONTRACTING & MEC	15581	04/27/2023	29582	PREVENTATIVE MAINTENANCE - FIRE# 3	457.00
KRAFT CONTRACTING & MEC	15581	04/27/2023	29583	PREVENTATIVE MAINTENANCE - FIRE# 4	457.00
Vendor VEN31717 - KRAFT CONTRACTING & MECHANICAL LLC Total:					16,956.73
Vendor: VEN29232 - KRAUS-ANDERSON CONSTRUCTION COMPANY					
KRAUS-ANDERSON CONSTRU	219426	04/28/2023	1	PMT #1 GLACIAL VALLEY PARK BUILDING	39,688.62
Vendor VEN29232 - KRAUS-ANDERSON CONSTRUCTION COMPANY Total:					39,688.62
Vendor: VEN35803 - KRISTOFER M ZUBER					
KRISTOFER M ZUBER	219215	04/13/2023	20230405	PMT FOR MINOR OFFICIALS 22-23 SEASON	200.00
Vendor VEN35803 - KRISTOFER M ZUBER Total:					200.00
Vendor: VEN36294 - LAKES AREA POLICE DEPARTMENT					
LAKES AREA POLICE DEPARTM	219216	04/13/2023	20230404	RESTRAINT - QUIMBY	799.99
Vendor VEN36294 - LAKES AREA POLICE DEPARTMENT Total:					799.99
Vendor: VEN12341 - LAWSON PRODUCTS, INC					
LAWSON PRODUCTS, INC	219305	04/20/2023	9310470629	CABLETIES, HEATSHRINK, DRILL BIT, FITTING STOCK & SS100	94.05
LAWSON PRODUCTS, INC	219381	04/27/2023	9310487457	GLOSS BLACK PAINT - STOCK	21.72
LAWSON PRODUCTS, INC	219381	04/27/2023	9310491510	PAINT & PRIMER - STOCK	51.56
Vendor VEN12341 - LAWSON PRODUCTS, INC Total:					167.33
Vendor: VEN12370 - LEAGUE OF MINNESOTA CITIES INS TRUST					
LEAGUE OF MINNESOTA CITIE	219382	04/27/2023	20509	CLM #459712	1,448.26
LEAGUE OF MINNESOTA CITIE	219382	04/27/2023	20543	CLM #479016 LIERMANN	6,570.46
LEAGUE OF MINNESOTA CITIE	219382	04/27/2023	20546	CLM # 479659 KOTNOUR	991.00
LEAGUE OF MINNESOTA CITIE	219382	04/27/2023	20638	CLM #488273 NICKLE	1,805.00
Vendor VEN12370 - LEAGUE OF MINNESOTA CITIES INS TRUST Total:					10,814.72
Vendor: VEN35255 - LENNAR HOMES					
LENNAR HOMES	219383	04/27/2023	20230331	REFUND UB ACCT #800052800 - 6487 INSPIRE CI	111.97
Vendor VEN35255 - LENNAR HOMES Total:					111.97
Vendor: VEN31896 - LEVANDER, GILLEN & MILLER, P.A.					
LEVANDER, GILLEN & MILLER,	15582	04/27/2023	20230331	MISCELLANEOUS PERSONNEL	640.00
LEVANDER, GILLEN & MILLER,	15582	04/27/2023	20230331	MISCELLANEOUS FINANCE	3,695.10
LEVANDER, GILLEN & MILLER,	15582	04/27/2023	20230331	MISCELLANEOUS POLICE	1,568.00
LEVANDER, GILLEN & MILLER,	15582	04/27/2023	20230331	JPA EAST METRO PUBLIC SAFETY TRAINING FACILITY	1,808.00
LEVANDER, GILLEN & MILLER,	15582	04/27/2023	20230331	MAYOR & COUNCIL (RETAINED)	2,765.00
LEVANDER, GILLEN & MILLER,	15582	04/27/2023	20230331	MISCELLANEOUS COMMUNITY DEVELOPMENT	242.00
LEVANDER, GILLEN & MILLER,	15582	04/27/2023	20230331	FIRE RELIEF ASSOCIATION	5,000.00
LEVANDER, GILLEN & MILLER,	15582	04/27/2023	20230331	RECODIFICATION OF CITY & ZONING CODE	1,072.00
LEVANDER, GILLEN & MILLER,	15582	04/27/2023	20230331	GOLF COURSE	756.00
LEVANDER, GILLEN & MILLER,	15582	04/27/2023	20230331	HOHENSTEIN REAL ESTATE	1,248.00
LEVANDER, GILLEN & MILLER,	15582	04/27/2023	20230331	AIRGAS EXPANSION	88.00
LEVANDER, GILLEN & MILLER,	15582	04/27/2023	20230331	HOLIDAY STATION	40.00
LEVANDER, GILLEN & MILLER,	15582	04/27/2023	20230331	MISCELLANEOUS EDA	48.00
LEVANDER, GILLEN & MILLER,	15582	04/27/2023	20230331	WATERMAIN EXTENSION - GOODVIEW AVE	60.00
LEVANDER, GILLEN & MILLER,	15582	04/27/2023	20230331	SEMARCO-INWOOD WATER TOWER	192.00
LEVANDER, GILLEN & MILLER,	15582	04/27/2023	20230331	T-MOBILE LEASE - GRANGE WATER TOWER	48.00
LEVANDER, GILLEN & MILLER,	15582	04/27/2023	20230331	SEMARCO-FIRE STATION #3	128.00

Expense Approval Report

Payment Dates: 4/13/2023 - 4/28/2023

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
LEVANDER, GILLEN & MILLER,	15582	04/27/2023	20230331	SEMARC-WEST DRAW/MEADOWGRADD WATER TOWER	256.00
LEVANDER, GILLEN & MILLER,	15582	04/27/2023	20230331	SEMARC-CITY HALL	192.00
LEVANDER, GILLEN & MILLER,	15582	04/27/2023	20230331	EAST PT DOUGLAS/JAMAICA AVE PROJECT	4,862.68
LEVANDER, GILLEN & MILLER,	15582	04/27/2023	20230331	ACQUISITION OF MISSISSIPPI LANDING PARK	5,912.00
LEVANDER, GILLEN & MILLER,	15582	04/27/2023	20230331	AMBULANCE FEES	630.46
LEVANDER, GILLEN & MILLER,	15582	04/27/2023	20230331	RAVINE CROSSING	912.50
LEVANDER, GILLEN & MILLER,	15582	04/27/2023	20230331	ANGELAYNE-7404 LAMAR AVE S	990.00
LEVANDER, GILLEN & MILLER,	15582	04/27/2023	20230331	RYAN COMPANIES DEVELOPMENT	1,044.00
LEVANDER, GILLEN & MILLER,	15582	04/27/2023	20230331	NELSON MINE	2,970.70
Vendor VEN31896 - LEVANDER, GILLEN & MILLER, P.A. Total:					37,168.44
Vendor: VEN35668 - LRS PORTABLES LLC					
LRS PORTABLES LLC	219306	04/20/2023	MP220535	UNIT RENTAL - OAKWOOD PARK	60.00
LRS PORTABLES LLC	219306	04/20/2023	MP220536	UNIT RENTAL - WAG FRAMS DOG PARK	60.00
LRS PORTABLES LLC	219306	04/20/2023	MP220537	UNIT RENTAL - RIVER OAKS	120.00
LRS PORTABLES LLC	219306	04/20/2023	MP220538	UNIT RENTAL - HAMLET PARK	60.00
LRS PORTABLES LLC	219306	04/20/2023	MP220539	UNIT RENTAL - WOODRIDGE PARK	60.00
LRS PORTABLES LLC	219306	04/20/2023	MP220540	UNIT RENTAL - PINE TREE VALLEY PARK	60.00
LRS PORTABLES LLC	219306	04/20/2023	MP220541	UNIT RENTAL - PW	60.00
LRS PORTABLES LLC	219306	04/20/2023	MP220542	UNIT RENTAL - KINGSTON PAR	60.00
Vendor VEN35668 - LRS PORTABLES LLC Total:					540.00
Vendor: VEN30050 - LUBE-TECH & PARTNERS, LLC					
LUBE-TECH & PARTNERS, LLC	15534	04/20/2023	3163795	USED OIL FILTER PICKUP - PUBLIC DROP OFF	165.00
Vendor VEN30050 - LUBE-TECH & PARTNERS, LLC Total:					165.00
Vendor: VEN34210 - LUKE LANDGRAF					
LUKE LANDGRAF	219339	04/20/2023	20230403	PEER SUPPORT TRAINING MEALS - LANDGRAF	47.96
Vendor VEN34210 - LUKE LANDGRAF Total:					47.96
Vendor: VEN13422 - MACQUEEN EQUIPMENT INC					
MACQUEEN EQUIPMENT INC	15489	04/14/2023	P48136	SHEAR PINS, NUTS - 9007/35389	40.53
Vendor VEN13422 - MACQUEEN EQUIPMENT INC Total:					40.53
Vendor: VEN32230 - MANSFIELD OIL COMPANY					
MANSFIELD OIL COMPANY	15535	04/20/2023	24113489	3,014 GAL UNLEADED GASOLINE	8,623.76
MANSFIELD OIL COMPANY	15535	04/20/2023	24113498	1,500 GAL DYED DIESEL	4,643.00
Vendor VEN32230 - MANSFIELD OIL COMPANY Total:					13,266.76
Vendor: VEN13494 - MARCO HOLDINGS, LLC					
MARCO HOLDINGS, LLC	15584	04/27/2023	55526	WEB FAX SERVICES 04/16/2023-05/15/2023	49.25
Vendor VEN13494 - MARCO HOLDINGS, LLC Total:					49.25
Vendor: VEN34725 - MATTHEW MCMORROW					
MATTHEW MCMORROW	219218	04/13/2023	20230405	PMT FOR MINOR OFFICIALS 22-23 SEASON	50.00
Vendor VEN34725 - MATTHEW MCMORROW Total:					50.00
Vendor: VEN34894 - MCMASTER-CARR SUPPLY COMPANY					
MCMASTER-CARR SUPPLY CO	219340	04/20/2023	94555106	O-RINGS - FOR UTILITY DEPT	47.15
MCMASTER-CARR SUPPLY CO	219384	04/27/2023	95592722	TOGGLE SWITCH - 1602/3577	27.76
Vendor VEN34894 - MCMASTER-CARR SUPPLY COMPANY Total:					74.91

Expense Approval Report

Payment Dates: 4/13/2023 - 4/28/2023

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN13662 - MEDICA					
MEDICA	219385	04/27/2023	569737377741	COBRA PREMIUM- MAY 2023	4,878.79
MEDICA	219385	04/27/2023	569737377741	MN STAT 299A.465 PREMIUM - MAY 2023	5,244.18
MEDICA	219385	04/27/2023	569737377741	EMPLOYEE PREMIUM- MAY 2023	20,326.14
MEDICA	219385	04/27/2023	569737377741	EMPLOYER PREMIUM- MAY 2023	96,018.19
Vendor VEN13662 - MEDICA Total:					126,467.30
Vendor: VEN13410 - MENARDS					
MENARDS	15490	04/14/2023	69584	5/8 DRILLBIT - PARKS	16.99
MENARDS	15490	04/14/2023	69632	BLACK REFLECTIVE ADDRESS NUMBERS - PARKS	6.12
MENARDS	15490	04/14/2023	69642-2023	STEP DRILL BIT SET - FACILITY	29.99
MENARDS	15490	04/14/2023	69649	2" REFLECTIVE ADDRESS NUMBERS - PARKS	5.10
MENARDS	15490	04/14/2023	69696	27 GALLON TOTE	10.98
MENARDS	15490	04/14/2023	69698	20 AMP BACK WIRE DUPLEX OUTLET - PARKS	5.99
MENARDS	15490	04/14/2023	69703	REBAR-PARKS	16.44
MENARDS	15490	04/14/2023	69749	SHAPED REPLACEMENT TRIMMER LINE - PUBLIC SAFETY	26.36
MENARDS	15490	04/14/2023	69809	FLAT HEAD MACHINE SCREWS/HYDRANTS-UTILITY	8.70
MENARDS	15490	04/14/2023	69812-2023	BATTERIES C/DOOR STOP- FACILITY	46.95
MENARDS	15490	04/14/2023	69817	1.88" DUCT SIL BULK/12X16 STANDARD TARP/10xBUNGEE	49.81
MENARDS	15490	04/14/2023	69824	SUPPLIES FOR REPAIRS	81.85
MENARDS	15490	04/14/2023	69827	PHOENIX SUPPORT GREEN STRUT CHANNEL - FACILITY	34.30
MENARDS	15536	04/20/2023	69859	ZEP HD SPRAY BOTTLE - STREETS	10.74
MENARDS	15536	04/20/2023	69866	SHELVING/WORKBENCH AREA FOR FACILITY SPECIALIST	287.73
MENARDS	15536	04/20/2023	69932	PROPANE TORCH -	71.96
MENARDS	15536	04/20/2023	69942	ENDURA REACH UPRIGHT VACUUM CLEANER -	74.99
MENARDS	15536	04/20/2023	69636	SAE HEX BIT SOCKET - SIGN SHOP	7.96
MENARDS	15536	04/20/2023	69974	SHELF REINFORCEMENT FOR AMMO STORAGE	86.55
MENARDS	15536	04/20/2023	69975	ZEP 32OZHD SPRAY BOTTLE - STREETS	7.16
MENARDS	15536	04/20/2023	69982	SHELF REINFORCEMENT FOR AMMO STORAGE	111.13
MENARDS	15536	04/20/2023	69989	TOOLS & SUPPLIES FOR GOLF COURSE	266.46
MENARDS	15536	04/20/2023	69992	PARKING CURB/LANDSCAPE EDGING-FACILITY	44.95
MENARDS	15536	04/20/2023	69995	AAA 20 PK , 3V 123 2 PK, 3V 2032-4	64.67
MENARDS	15536	04/20/2023	70004	27 X 72 CORDLESS SHADE - FACILITY	35.94
MENARDS	15536	04/20/2023	70043	HEARTHSIDE SHELVES	307.66
MENARDS	15536	04/20/2023	70044	PALMYRA BRUSH&SCRAPER - PARKS	18.97
MENARDS	15536	04/20/2023	70187	LOW VOLT CABLE - FACILITY	17.99
MENARDS	15536	04/20/2023	70192	SHOEHANDLE WIRE BRUSH - PARKS	2.19
MENARDS	15536	04/20/2023	70221	CLEANER,TOWELS,BAGS FOR STOCK ITEMS-SHOP SUPPLY	32.31

Expense Approval Report

Payment Dates: 4/13/2023 - 4/28/2023

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
MENARDS	15585	04/27/2023	70280	32 TRASH CAN - UTILITY	37.99
MENARDS	15585	04/27/2023	70282	4 CYCLE GAS 32 OZ	13.96
MENARDS	15585	04/27/2023	70325	SPRAY PAINT, HEX CAP SCREW	33.82
MENARDS	15585	04/27/2023	70338	MINI - VAC TRANSFER PUMP	64.99
MENARDS	15585	04/27/2023	70347	PICTURE HANGING STRIPS - FACILITY	14.52
MENARDS	15585	04/27/2023	70350	GREEN TREATED LUMBER-STREETS	99.48
MENARDS	15585	04/27/2023	70356	MASKING TAPE/SPRAY BOTTLE-SIGN SHOP-STREETS	6.97
MENARDS	15585	04/27/2023	70357	CLEANER AND DETERGENT - STREETS	40.56
MENARDS	15585	04/27/2023	70360	FROG TAPE/CLEANING SUPPLIES - FACILITY	46.51
MENARDS	15585	04/27/2023	70366	CLEANING SUPPLIES	54.12
MENARDS	15585	04/27/2023	70376	LUMBER/FILTER BAGS/SCREWS- STREETS	81.04
MENARDS	15585	04/27/2023	70479	15" NOFLAT WHEELBARROW TIRE	38.99
MENARDS	15585	04/27/2023	70483	FLUORESCENT LIGHT BULBS-FACILITY	14.04
MENARDS	15585	04/27/2023	70486	HEX KEY TOOL SET FOR HERO CENTER	31.98
MENARDS	15585	04/27/2023	70488	PAINT THINNER, WOODFILLER, PAINT	33.74
MENARDS	15585	04/27/2023	70491	SUCTION CUP - 1405/35754	7.97
MENARDS	15585	04/27/2023	70528	FILTERS, PAINT SPRAYER GRIP - SHOP SUPPLY	47.92
MENARDS	15585	04/27/2023	70534	HOOK - 6001/35762	14.38
MENARDS	15585	04/27/2023	70535	SANDPAPER, SPRAY PAINT, REBAR	332.34
MENARDS	15585	04/27/2023	70536	CONCRETE MIX	359.04
Vendor VEN13410 - MENARDS Total:					3,163.30
Vendor: VEN33454 - METRO CLEANING SERVICE					
METRO CLEANING SERVICE	219386	04/27/2023	17970	CLEANING MAIN AND BACK GREASE EXHAUST	1,325.25
Vendor VEN33454 - METRO CLEANING SERVICE Total:					1,325.25
Vendor: VEN13461 - METRO SALES INCORPORATED					
METRO SALES INCORPORATE	15491	04/14/2023	INV2245856	RICOH COPIER USAGE 2/4/23-3/3/23	1,064.65
METRO SALES INCORPORATE	15491	04/14/2023	INV2245856	RICOH COPIER USAGE 2/4/23-3/3/23	642.61
METRO SALES INCORPORATE	15491	04/14/2023	INV2245856	RICOH COPIER USAGE 2/4/23-3/3/23	218.50
METRO SALES INCORPORATE	15491	04/14/2023	INV2245856	RICOH COPIER USAGE 2/4/23-3/3/23	784.70
METRO SALES INCORPORATE	15491	04/14/2023	INV2245856	RICOH COPIER USAGE 2/4/23-3/3/23	99.94
METRO SALES INCORPORATE	15491	04/14/2023	INV2245856	RICOH COPIER USAGE 2/4/23-3/3/23	99.95
METRO SALES INCORPORATE	15491	04/14/2023	INV2245856	RICOH COPIER USAGE 2/4/23-3/3/23	169.24
METRO SALES INCORPORATE	15491	04/14/2023	INV2245856	RICOH COPIER USAGE 2/4/23-3/3/23	273.05
Vendor VEN13461 - METRO SALES INCORPORATED Total:					3,352.64
Vendor: VEN13412 - METROPOLITAN COUNCIL					
METROPOLITAN COUNCIL	15587	04/27/2023	1154481	MAY 2023 WASTE WATER SERVICES	220,634.72
Vendor VEN13412 - METROPOLITAN COUNCIL Total:					220,634.72

Expense Approval Report

Payment Dates: 4/13/2023 - 4/28/2023

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN13429 - MEYER SEWER SERVICE					
MEYER SEWER SERVICE	219387	04/27/2023	81806	PUMPED MAINT BLDG HOLDING TANK	275.00
Vendor VEN13429 - MEYER SEWER SERVICE Total:					275.00
Vendor: VEN36304 - MICHAEL HEAVNER					
MICHAEL HEAVNER	219220	04/13/2023	20230411	WATER EFFICIENCY REBATE- HEAVNER 8524 JORGENSEN AVE	200.00
Vendor VEN36304 - MICHAEL HEAVNER Total:					200.00
Vendor: VEN36310 - MICHAEL MONTGOMERY					
MICHAEL MONTGOMERY	219307	04/20/2023	20230417	WATER EFFICIENCY REBATE- MONTGOMERY 8401 JEFFERY AV	200.00
Vendor VEN36310 - MICHAEL MONTGOMERY Total:					200.00
Vendor: VEN31496 - MIDWAY FORD					
MIDWAY FORD	219308	04/20/2023	765088	BUSHING - 6009/35649	19.42
MIDWAY FORD	219388	04/27/2023	766988	FUEL CAP - 4202/35764	13.97
MIDWAY FORD	219388	04/27/2023	767133	OIL DRAIN PLUG - STOCK	15.60
Vendor VEN31496 - MIDWAY FORD Total:					48.99
Vendor: VEN35490 - MIDWEST WASH SYSTEMS LLC					
MIDWEST WASH SYSTEMS LLC	15588	04/27/2023	16756	PRESSURE WASHER WANDS & NOZZLES - FLEET WASH BAY	313.65
Vendor VEN35490 - MIDWEST WASH SYSTEMS LLC Total:					313.65
Vendor: VEN13485 - MIKE McPHILLIPS, INC.					
MIKE McPHILLIPS, INC.	219309	04/20/2023	54947	SEASONAL SERIVCE & RPRS - 8601/35783	17,632.91
Vendor VEN13485 - MIKE McPHILLIPS, INC. Total:					17,632.91
Vendor: VEN31822 - MILLERBERND HOLDING COMPANY INC					
MILLERBERND HOLDING COM	219389	04/27/2023	176495	SIGNAL POLES FOR JAMAICA & EPD PROJECT	7,253.00
Vendor VEN31822 - MILLERBERND HOLDING COMPANY INC Total:					7,253.00
Vendor: VEN35690 - MINNESOTA AG POWER INC					
MINNESOTA AG POWER INC	15493	04/14/2023	9516636	SAW CHAIN/BAR OIL - FORESTRY	81.88
MINNESOTA AG POWER INC	15492	04/14/2023	9518287	SPARK PLUG	22.38
MINNESOTA AG POWER INC	15538	04/20/2023	9520254	GASKET - 8603/35645	46.43
MINNESOTA AG POWER INC	15493	04/14/2023	9520467	SPROCKET/DRIVE CHAIN/BALL BEARING	429.39
MINNESOTA AG POWER INC	15538	04/20/2023	9522409	SKID SHOES - 8710/35721	182.04
MINNESOTA AG POWER INC	15589	04/27/2023	9534515	BALL BEARINGS FOR MOWER	278.73
MINNESOTA AG POWER INC	15589	04/27/2023	9553458	TRIMMER KITS RETURNED	-39.98
Vendor VEN35690 - MINNESOTA AG POWER INC Total:					1,000.87
Vendor: VEN36287 - MINNESOTA FESTIVALS AND EVENTS ASSOCIATION					
MINNESOTA FESTIVALS AND E	219390	04/27/2023	2046	EVENT REGISTRATION - 2023 MNFEA ANNUAL CONFERENC	350.00
Vendor VEN36287 - MINNESOTA FESTIVALS AND EVENTS ASSOCIATION Total:					350.00
Vendor: VEN30384 - MINNESOTA GLOVE INC					
MINNESOTA GLOVE INC	219221	04/13/2023	341092	UNIFORM-UECKER	179.94
Vendor VEN30384 - MINNESOTA GLOVE INC Total:					179.94
Vendor: VEN36303 - MINNESOTA SECURITY CONSORTIUM					
MINNESOTA SECURITY CONSO	219310	04/20/2023	1147	PD 2023 BWC AUDIT	3,200.00
Vendor VEN36303 - MINNESOTA SECURITY CONSORTIUM Total:					3,200.00
Vendor: VEN13473 - MN CHILD SUPPORT CENTER					
MN CHILD SUPPORT CENTER	219311	04/20/2023	INV025278	04/09/2023 BIWEEKLY PAYROLL 03/27/2023-04/09/2	39.21
Vendor VEN13473 - MN CHILD SUPPORT CENTER Total:					39.21

Expense Approval Report

Payment Dates: 4/13/2023 - 4/28/2023

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN33108 - MN DEPT OF EMPLOYMENT & ECONOMIC DEVELOPMENT					
MN DEPT OF EMPLOYMENT &	15590	04/27/2023	20230418	AMERICAN LOGISTICS GRANT #CDAP-15-0006-H-FY15	1,486.20
Vendor VEN33108 - MN DEPT OF EMPLOYMENT & ECONOMIC DEVELOPMENT Total:					1,486.20
Vendor: VEN13554 - MN DEPT OF EMPLOYMENT & ECONOMIC DEVEL					
MN DEPT OF EMPLOYMENT &	219391	04/27/2023	20230412	1ST QUARTER UNEMPLOYMENT BENEFITS	7,176.00
MN DEPT OF EMPLOYMENT &	219391	04/27/2023	20230412	2023 1ST QUARTER UNEMPLOYMENT BENEFITS	962.29
Vendor VEN13554 - MN DEPT OF EMPLOYMENT & ECONOMIC DEVEL Total:					8,138.29
Vendor: VEN13352 - MN DEPT OF HEALTH					
MN DEPT OF HEALTH	219312	04/20/2023	20230331	2023 Q1 MN TEST FEE FOR WATER SUPPLY CONNECTION	31,232.97
Vendor VEN13352 - MN DEPT OF HEALTH Total:					31,232.97
Vendor: VEN13670 - MN DEPT OF LABOR & INDUSTRY					
MN DEPT OF LABOR & INDUS	15539	04/20/2023	ALR0147191X	ANNUAL ELEVATOR LICENSE - FIRE# 2	100.00
Vendor VEN13670 - MN DEPT OF LABOR & INDUSTRY Total:					100.00
Vendor: VEN33184 - MOR GOLF AND UTILITY, INC					
MOR GOLF AND UTILITY, INC	15494	04/14/2023	37724	GOLF CART FLEET PARTS	1,447.62
Vendor VEN33184 - MOR GOLF AND UTILITY, INC Total:					1,447.62
Vendor: VEN13930 - MOTOROLA SOLUTIONS, INC					
MOTOROLA SOLUTIONS, INC	219341	04/20/2023	8281577901	VISTA HD DUTY BELT CLIP	200.00
Vendor VEN13930 - MOTOROLA SOLUTIONS, INC Total:					200.00
Vendor: VEN13463 - MTI DISTRIBUTING CO.					
MTI DISTRIBUTING CO.	15495	04/14/2023	1378091-00	SPARE KEYS - 8507/35630 & 8513/35631	30.48
MTI DISTRIBUTING CO.	15495	04/14/2023	1375526-00	SEASONAL SERVICE - 8506/35660	2,382.74
MTI DISTRIBUTING CO.	15495	04/14/2023	1377624-00	SEASONAL SERVICE - 8502/35662	2,020.88
MTI DISTRIBUTING CO.	15540	04/20/2023	1377197-01	GOLF COURSE ACCESSORIES	2,614.00
Vendor VEN13463 - MTI DISTRIBUTING CO. Total:					7,048.10
Vendor: VEN35570 - MYRON DANIEL RUSSELL JR					
MYRON DANIEL RUSSELL JR	219313	04/20/2023	20230412	DASHER AD FOR THE NATIONAL GUARD	360.00
Vendor VEN35570 - MYRON DANIEL RUSSELL JR Total:					360.00
Vendor: VEN30843 - NICK ARRIGONI					
NICK ARRIGONI	219392	04/27/2023	20230410	REIMBURSEMENT BLUE CARD HAZARD ZONE CONFERENCE	527.80
Vendor VEN30843 - NICK ARRIGONI Total:					527.80
Vendor: VEN14453 - NIKE USA, INC.					
NIKE USA, INC.	219393	04/27/2023	9701138886	PROSHOP MERCHANDISE	1,315.26
Vendor VEN14453 - NIKE USA, INC. Total:					1,315.26
Vendor: VEN36263 - NORTH AMERICAN TRAILER SALES, LTD					
NORTH AMERICAN TRAILER S	219342	04/20/2023	30004203742	BELT - 3115/35633	52.56
Vendor VEN36263 - NORTH AMERICAN TRAILER SALES, LTD Total:					52.56
Vendor: VEN36005 - NORTHSTAR INTERNATIONAL TRUCKS					
NORTHSTAR INTERNATIONAL	219314	04/20/2023	2P25482	ATF-QT (10) - 6003/35707	97.50
NORTHSTAR INTERNATIONAL	219394	04/27/2023	2P25636	SEAL,BRK SHOES,BRK DRUM,ROTORS - 6003/35707	1,379.26
Vendor VEN36005 - NORTHSTAR INTERNATIONAL TRUCKS Total:					1,476.76
Vendor: VEN36300 - O'CONNOR INC					
O'CONNOR INC	219224	04/13/2023	73545	GOLF APPAREL FOR CLUBHOUSE RESALE	300.90

Expense Approval Report

Payment Dates: 4/13/2023 - 4/28/2023

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
O'CONNOR INC	219224	04/13/2023	73697	GOLF APPAREL FOR CLUBHOUSE RESALE	557.04
Vendor VEN36300 - O'CONNOR INC Total:					857.94
Vendor: VEN35425 - OPENTABLE INC					
OPENTABLE INC	219395	04/27/2023	INV-FS859437-032023	GUEST SEATING/RESERVATION SVCS	1,032.00
Vendor VEN35425 - OPENTABLE INC Total:					1,032.00
Vendor: VEN30439 - O'REILLY AUTO PARTS					
O'REILLY AUTO PARTS	219315	04/20/2023	3266-475534	BULB - 2601/35784	11.00
O'REILLY AUTO PARTS	219225	04/13/2023	3266-475904	AIR FILTER - 832/35636	15.83
O'REILLY AUTO PARTS	219225	04/13/2023	3266-475952	CABIN FILTER - STOCK	12.95
O'REILLY AUTO PARTS	219225	04/13/2023	3266-476020	OIL FILTER, MINI BULBS - STOCK & SS100	53.24
O'REILLY AUTO PARTS	219225	04/13/2023	3266-476079	CABIN FILTER - STOCK	25.90
O'REILLY AUTO PARTS	219225	04/13/2023	3266-476213	SWAY BARS - RETURNED	22.22
O'REILLY AUTO PARTS	219315	04/20/2023	3266-476282	AIR FILTER FOR WATER PUMP - 60MISC/35708	10.50
O'REILLY AUTO PARTS	219315	04/20/2023	3266-476415	SPRAY PAINT - 1004/35656	33.98
O'REILLY AUTO PARTS	219315	04/20/2023	3266-476471	FILTERS - 6003/35707	135.56
O'REILLY AUTO PARTS	219315	04/20/2023	3266-476839	GEAR LUBE - 6003/35707	111.88
O'REILLY AUTO PARTS	219315	04/20/2023	3266-476868	OIL PRESSURE SWITCH - 1360/35712	8.03
O'REILLY AUTO PARTS	219396	04/27/2023	3266-478054	CABIN FILTER - STOCK	17.26
O'REILLY AUTO PARTS	219396	04/27/2023	3266-477769	MICRO-V BELTS - 1302/35746	47.56
O'REILLY AUTO PARTS	219225	04/13/2023	3266-477883	CREDIT - INV# 3266-476213	-22.22
O'REILLY AUTO PARTS	219396	04/27/2023	3266-477944	RTRN SWAYBARS 3V BATTERIES - SHOP SUPPLY SS100	27.98
Vendor VEN30439 - O'REILLY AUTO PARTS Total:					511.67
Vendor: VEN31236 - OXYGEN SERVICE COMPANY, INC					
OXYGEN SERVICE COMPANY, I	219397	04/27/2023	3549291	SMALL & MEDIUM CYLINDER RENTAL	125.10
OXYGEN SERVICE COMPANY, I	219397	04/27/2023	8618061	WELDING SUPPLIES - ARGON,OXYGEN,ACETYLENE	481.33
Vendor VEN31236 - OXYGEN SERVICE COMPANY, INC Total:					606.43
Vendor: VEN32465 - P & W GOLF SUPPLY, LLC					
P & W GOLF SUPPLY, LLC	15541	04/20/2023	INV108766	BLACK MESH WARMUP RANGE BAGS	298.47
Vendor VEN32465 - P & W GOLF SUPPLY, LLC Total:					298.47
Vendor: VEN16140 - PARK GROVE ELECTRIC INC					
PARK GROVE ELECTRIC INC	219226	04/13/2023	55548	ADD OUTLET TO COMPUTER ROOM - FACILITIES	194.50
PARK GROVE ELECTRIC INC	219398	04/27/2023	55452	INSTALL 5 LED LIGHTS IN PW GARAGE AREA	2,085.00
Vendor VEN16140 - PARK GROVE ELECTRIC INC Total:					2,279.50
Vendor: VEN35773 - PERFORMANCE FOOD GROUP INC					
PERFORMANCE FOOD GROUP	219343	04/20/2023	517833	FOOD/SUPPLIES FOR CLUBHOUSE	45.17
PERFORMANCE FOOD GROUP	219343	04/20/2023	517833	FOOD/SUPPLIES FOR CLUBHOUSE	189.16
PERFORMANCE FOOD GROUP	219343	04/20/2023	517833	FOOD/SUPPLIES FOR CLUBHOUSE	1,911.40
PERFORMANCE FOOD GROUP	219343	04/20/2023	521449	FOOD/SUPPLIES FOR CLUBHOUSE	144.36
PERFORMANCE FOOD GROUP	219343	04/20/2023	521449	FOOD/SUPPLIES FOR CLUBHOUSE	871.05
PERFORMANCE FOOD GROUP	219343	04/20/2023	521449	FOOD/SUPPLIES FOR CLUBHOUSE	110.46
PERFORMANCE FOOD GROUP	219343	04/20/2023	521449	FOOD/SUPPLIES FOR CLUBHOUSE	115.38

Expense Approval Report

Payment Dates: 4/13/2023 - 4/28/2023

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
PERFORMANCE FOOD GROUP	219316	04/20/2023	525551	FOOD/SUPPLIES FOR CLUBHOUSE	132.38
PERFORMANCE FOOD GROUP	219316	04/20/2023	525551	FOOD/SUPPLIES FOR CLUBHOUSE	117.52
PERFORMANCE FOOD GROUP	219316	04/20/2023	525551	FOOD/SUPPLIES FOR CLUBHOUSE	973.57
PERFORMANCE FOOD GROUP	219399	04/27/2023	529278	FOOD/SUPPLIES FOR CLUBHOUSE	1,577.13
PERFORMANCE FOOD GROUP	219399	04/27/2023	533528	FOOD/SUPPLIES FOR CLUBHOUSE	94.77
PERFORMANCE FOOD GROUP	219399	04/27/2023	533528	FOOD/SUPPLIES FOR CLUBHOUSE	734.72
PERFORMANCE FOOD GROUP	219399	04/27/2023	534757	FOOD/SUPPLIES FOR CLUBHOUSE	185.70
PERFORMANCE FOOD GROUP	219399	04/27/2023	537254	FOOD/SUPPLIES FOR CLUBHOUSE	996.50
PERFORMANCE FOOD GROUP	219399	04/27/2023	537254	FOOD/SUPPLIES FOR CLUBHOUSE	164.10
Vendor VEN35773 - PERFORMANCE FOOD GROUP INC Total:					8,363.37
Vendor: VEN34122 - PERFORMANCE PLUS, LLC					
PERFORMANCE PLUS, LLC	15496	04/14/2023	123374	MEDICAL EXAMINATIONS	414.00
PERFORMANCE PLUS, LLC	15496	04/14/2023	123375	PREPLACEMENT MEDICAL EXAM/DRUG SCREEN/PHYSICAL ABI	283.00
Vendor VEN34122 - PERFORMANCE PLUS, LLC Total:					697.00
Vendor: VEN16192 - PLUNKETT'S PEST CONTROL, INC					
PLUNKETT'S PEST CONTROL, I	219228	04/13/2023	7937583	MARCH GENERAL PEST CONTROL - HAMLET PARK	100.00
PLUNKETT'S PEST CONTROL, I	219228	04/13/2023	7939246	MARCH PEST CONTROL - PW	89.62
PLUNKETT'S PEST CONTROL, I	219228	04/13/2023	7939334	MARCH GENERAL PEST CONTROL - HERO CTR	90.00
PLUNKETT'S PEST CONTROL, I	219228	04/13/2023	7939372	GENERAL PEST CONTROL - CITY HALL	172.10
PLUNKETT'S PEST CONTROL, I	219317	04/20/2023	7965764	MARCH PEST CONTROL - FIRE# 3	139.59
PLUNKETT'S PEST CONTROL, I	219400	04/27/2023	7958570	MARCH GENERAL PEST CONTROL - GOLF COURSE	119.65
Vendor VEN16192 - PLUNKETT'S PEST CONTROL, INC Total:					710.96
Vendor: VEN34421 - POMP'S TIRE SERVICE INC					
POMP'S TIRE SERVICE INC	219401	04/27/2023	980104310	TIRES - 8407/35812	360.00
Vendor VEN34421 - POMP'S TIRE SERVICE INC Total:					360.00
Vendor: VEN31323 - POTTERS INDUSTRIES LLC					
POTTERS INDUSTRIES LLC	219402	04/27/2023	91391537	SAFETY MARKING BEADS - STREETS	2,904.00
Vendor VEN31323 - POTTERS INDUSTRIES LLC Total:					2,904.00
Vendor: VEN32477 - PRECISION LANDSCAPE AND TREE, INC					
PRECISION LANDSCAPE AND T	219403	04/27/2023	86395	TREE REMOVAL/WPD/COUNCIL AP	14,600.00
Vendor VEN32477 - PRECISION LANDSCAPE AND TREE, INC Total:					14,600.00
Vendor: VEN16138 - PUBLIC EMPLOYEES RETIREMENT ASSOCIATION					
PUBLIC EMPLOYEES RETIREM	15542	04/20/2023	INV025280	04/09/2023 BIWEEKLY PAYROLL 03/27/2023-04/09/2	52,602.11
PUBLIC EMPLOYEES RETIREM	15542	04/20/2023	INV025281	04/09/2023 BIWEEKLY PAYROLL 03/27/2023-04/09/2	69,946.25
Vendor VEN16138 - PUBLIC EMPLOYEES RETIREMENT ASSOCIATION Total:					122,548.36
Vendor: VEN35808 - PUKKA INC					
PUKKA INC	219404	04/27/2023	BU02541-IN	RIVER OAKS UNIFORM - HATS	950.40
PUKKA INC	219404	04/27/2023	BU02542-IN	HATS FOR RESALE	3,132.48
Vendor VEN35808 - PUKKA INC Total:					4,082.88

Expense Approval Report

Payment Dates: 4/13/2023 - 4/28/2023

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN35706 - PURE TAP INC					
PURE TAP INC	219405	04/27/2023	PT-32865	DRAUGHT LINE CLEANING	109.00
Vendor VEN35706 - PURE TAP INC Total:					109.00
Vendor: VEN17336 - QUALITY PROPANE, INC					
QUALITY PROPANE, INC	15543	04/20/2023	3456353	BULK CYL	72.70
QUALITY PROPANE, INC	15591	04/27/2023	3357762	BULK CYL	169.27
Vendor VEN17336 - QUALITY PROPANE, INC Total:					241.97
Vendor: VEN31527 - QUORUM GROUP LLC					
QUORUM GROUP LLC	15592	04/27/2023	120190	WORKSTATION RENOVATIONS - CITY HALL	729.75
Vendor VEN31527 - QUORUM GROUP LLC Total:					729.75
Vendor: VEN18051 - R & R SPECIALTIES OF WISCONSIN, INC					
R & R SPECIALTIES OF WISCO	15497	04/14/2023	78518-IN	ZAMBONI REPAIR PARTS/LABOR	701.65
R & R SPECIALTIES OF WISCO	15544	04/20/2023	78581-IN	BLADE SHARPENING	105.00
Vendor VEN18051 - R & R SPECIALTIES OF WISCONSIN, INC Total:					806.65
Vendor: VEN35353 - RAMSEY COUNTY SHERIFF'S OFFICE					
RAMSEY COUNTY SHERIFF'S O	219406	04/27/2023	202303819	CRIM-CG23007654 LUNEFSKI - CIVIL PROCESS FLAT FEE	90.00
Vendor VEN35353 - RAMSEY COUNTY SHERIFF'S OFFICE Total:					90.00
Vendor: VEN13606 - RANDY MCALISTER					
RANDY MCALISTER	219344	04/20/2023	20230330	REIMBURSEMENT FOR FULE PURCHASE ON PERSONAL CC	33.93
Vendor VEN13606 - RANDY MCALISTER Total:					33.93
Vendor: VEN18058 - REGIONS HOSPITAL					
REGIONS HOSPITAL	219230	04/13/2023	7617363	DRUG/SUPPLY CHARGES	2,193.97
Vendor VEN18058 - REGIONS HOSPITAL Total:					2,193.97
Vendor: VEN35788 - RELIABLE DRUG & ALCOHOL INC					
RELIABLE DRUG & ALCOHOL I	219407	04/27/2023	5237	DRUG TESTING/LAB FEES	150.00
RELIABLE DRUG & ALCOHOL I	219407	04/27/2023	5237	DRUG TESTING/LAB FEES	400.00
RELIABLE DRUG & ALCOHOL I	219407	04/27/2023	5237	DRUG TESTING/LAB FEES	100.00
RELIABLE DRUG & ALCOHOL I	219407	04/27/2023	5237	DRUG TESTING/LAB FEES	900.00
RELIABLE DRUG & ALCOHOL I	219407	04/27/2023	5237	DRUG TESTING/LAB FEES	600.00
RELIABLE DRUG & ALCOHOL I	219407	04/27/2023	5237	DRUG TESTING/LAB FEES	650.00
RELIABLE DRUG & ALCOHOL I	219407	04/27/2023	5237	DRUG TESTING/LAB FEES	50.00
Vendor VEN35788 - RELIABLE DRUG & ALCOHOL INC Total:					2,850.00
Vendor: VEN18024 - RINK SYSTEMS, INC.					
RINK SYSTEMS, INC.	15545	04/20/2023	78802	EQUIPMENT GATE/HINGE/LIFT HINGE	1,558.76
Vendor VEN18024 - RINK SYSTEMS, INC. Total:					1,558.76
Vendor: VEN18156 - RIVER COUNTRY COOPERATIVE					
RIVER COUNTRY COOPERATIV	15593	04/27/2023	186994	102.4 GAL DYED DIESEL	377.57
RIVER COUNTRY COOPERATIV	15593	04/27/2023	186995	408.7 GAL UNLEADED GASOLINE	1,326.23
Vendor VEN18156 - RIVER COUNTRY COOPERATIVE Total:					1,703.80
Vendor: VEN30368 - RIVER STATES TRUCK AND TRAILER, INC					
RIVER STATES TRUCK AND TRA	15546	04/20/2023	851403C	RPL TANK BRKTS - 4003/3575	1,988.60
RIVER STATES TRUCK AND TRA	15546	04/20/2023	851403	RPL ABS ECU - 4003/35756	8,852.65
RIVER STATES TRUCK AND TRA	15498	04/14/2023	944812	FOOT PEDAL SERVICE KIT - 4007/35571	45.62
RIVER STATES TRUCK AND TRA	15546	04/20/2023	945217	UNIVERSAL JOINT - 8603/35645	63.30
RIVER STATES TRUCK AND TRA	15594	04/27/2023	852034	RPL HEADGASKET - 6004/35757	3,724.28
Vendor VEN30368 - RIVER STATES TRUCK AND TRAILER, INC Total:					14,674.45
Vendor: VEN30854 - ROHN INDUSTRIES, INC					
ROHN INDUSTRIES, INC	15547	04/20/2023	596168	DOCUMENT SHREDDING	32.72
ROHN INDUSTRIES, INC	15547	04/20/2023	596168	DOCUMENT SHREDDING	17.73

Expense Approval Report

Payment Dates: 4/13/2023 - 4/28/2023

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
ROHN INDUSTRIES, INC	15595	04/27/2023	597406	DOCUMENT SHREDDING	32.72
Vendor VEN30854 - ROHN INDUSTRIES, INC Total:					83.17
Vendor: VEN35501 - RYAN PIERRE					
RYAN PIERRE	219231	04/13/2023	20230328	MEAL REIMBURSEMENT - PEER SUPPORT TRAINING	41.00
Vendor VEN35501 - RYAN PIERRE Total:					41.00
Vendor: VEN31969 - SAFE-FAST, INC					
SAFE-FAST, INC	15548	04/20/2023	INV273650	SAFETY GLASSES - STREETS	392.44
SAFE-FAST, INC	15596	04/27/2023	INV273940	UNIFORM - MOEN	171.50
Vendor VEN31969 - SAFE-FAST, INC Total:					563.94
Vendor: VEN29489 - SCHILLING SUPPLY COMPANY					
SCHILLING SUPPLY COMPANY	15499	04/14/2023	910260-01	HAND SOAP - CITY HALL	219.48
SCHILLING SUPPLY COMPANY	15549	04/20/2023	912383-00	CLEANING SUPPLIES FOR HERO CENTER	291.66
SCHILLING SUPPLY COMPANY	15597	04/27/2023	913571-00	CANLINER - FIRE	123.71
SCHILLING SUPPLY COMPANY	15597	04/27/2023	914623-00	CANLINERS/BATH TISSUE/ROLL TOWEL - PARKS	1,371.44
Vendor VEN29489 - SCHILLING SUPPLY COMPANY Total:					2,006.29
Vendor: VEN19270 - SENSUS USA INC					
SENSUS USA INC	15550	04/20/2023	ZA23005399	AUTOREAD SFTWR SUPPORT PROGRAM RENEWAL 1 YEAR-	1,715.95
Vendor VEN19270 - SENSUS USA INC Total:					1,715.95
Vendor: VEN19318 - SHANNON GLASS COMPANY, INC.					
SHANNON GLASS COMPANY, I	219232	04/13/2023	S0046908	RPL WINDSHIELD - 1940/3572	605.50
SHANNON GLASS COMPANY, I	219408	04/27/2023	S0046974	REPAIR WINDSHIELD CA275976 2601-35748	389.24
Vendor VEN19318 - SHANNON GLASS COMPANY, INC. Total:					994.74
Vendor: VEN19284 - SHERWIN WILLIAMS					
SHERWIN WILLIAMS	219318	04/20/2023	0704-8	PAINT FOR WEST LOCKER ROOMS	815.94
Vendor VEN19284 - SHERWIN WILLIAMS Total:					815.94
Vendor: VEN35036 - SIEVERS CREATIVE LLC					
SIEVERS CREATIVE LLC	15598	04/27/2023	INV-002124	PREMIUM WEBSITE MAINTENANCE	115.00
SIEVERS CREATIVE LLC	15598	04/27/2023	INV-002124	FACEBOOK AD CAMPAIGN- W/EXPLORE MN	600.00
SIEVERS CREATIVE LLC	15598	04/27/2023	INV-002124	FACEBOOK AD CAMPAIGN- CVB BUDGET	1,292.00
Vendor VEN35036 - SIEVERS CREATIVE LLC Total:					2,007.00
Vendor: VEN35034 - SMOOT ENTERPRISES ADVANCED SPORTSWEAR LLC					
SMOOT ENTERPRISES ADVAN	15551	04/20/2023	13325	UNIFORM EMBROIDERY - UECKER	72.00
SMOOT ENTERPRISES ADVAN	15551	04/20/2023	13189	UNIFORM GARCIA - UTILITY	438.00
SMOOT ENTERPRISES ADVAN	15551	04/20/2023	13403	UNIFORM SAM RHODE -PARK	60.00
SMOOT ENTERPRISES ADVAN	15551	04/20/2023	13389	UNIFORM MONTEY	186.25
SMOOT ENTERPRISES ADVAN	15599	04/27/2023	13393	ICE SHOW SHIRTS	245.00
Vendor VEN35034 - SMOOT ENTERPRISES ADVANCED SPORTSWEAR LLC Total:					1,001.25
Vendor: VEN19281 - SOUTH EAST TOWING OF HASTINGS, INC					
SOUTH EAST TOWING OF HAS	219409	04/27/2023	43062	TOWING KIA CASE #23007965	475.00
Vendor VEN19281 - SOUTH EAST TOWING OF HASTINGS, INC Total:					475.00
Vendor: VEN30618 - SOUTH ST PAUL STEEL SUPPLY CO, INC					
SOUTH ST PAUL STEEL SUPPLY	15500	04/14/2023	1167828	STEEL - 7016/35667	1,310.80
Vendor VEN30618 - SOUTH ST PAUL STEEL SUPPLY CO, INC Total:					1,310.80
Vendor: VEN36224 - SQUEAKY CLEANERS AND PAINTERS					
SQUEAKY CLEANERS AND PAI	219410	04/27/2023	INV0059	CLEANING SERVICES	5,400.00
SQUEAKY CLEANERS AND PAI	219410	04/27/2023	INV0059	CLEANING SERVICES	1,690.00
SQUEAKY CLEANERS AND PAI	219410	04/27/2023	INV0059	CLEANING SERVICES	1,500.00

Expense Approval Report

Payment Dates: 4/13/2023 - 4/28/2023

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
SQUEAKY CLEANERS AND PAI	219410	04/27/2023	INV0059	CLEANING SERVICES	2,500.00
Vendor VEN36224 - SQUEAKY CLEANERS AND PAINTERS Total:					11,090.00
Vendor: VEN19415 - ST ANDREWS PRODUCTS CO					
ST ANDREWS PRODUCTS CO	15600	04/27/2023	28451	PROSHOP MERCHANDISE	117.15
ST ANDREWS PRODUCTS CO	15600	04/27/2023	28451	PROSHOP MERCHANDISE	187.43
Vendor VEN19415 - ST ANDREWS PRODUCTS CO Total:					304.58
Vendor: VEN16141 - ST PAUL PIONEER PRESS					
ST PAUL PIONEER PRESS	219411	04/27/2023	323569758	MARCH ADS - HOHENSTEIN REAL ESTATE	34.30
ST PAUL PIONEER PRESS	219411	04/27/2023	323569758	MARCH ADS - BMI PROJECT NO:0N1	93.10
ST PAUL PIONEER PRESS	219411	04/27/2023	323569758	MARCH ADS - BMI PROJECT NO:0N1	93.10
ST PAUL PIONEER PRESS	219411	04/27/2023	323569758	MARCH ADS - PUBLIC HEARINGS ABATEMENT BOND	40.18
Vendor VEN16141 - ST PAUL PIONEER PRESS Total:					260.68
Vendor: VEN29560 - STANDARD INSURANCE COMPANY					
STANDARD INSURANCE COMP	219412	04/27/2023	202305	COBRA LIFE<D INS PREMIUM-MAY 2023	63.68
STANDARD INSURANCE COMP	219412	04/27/2023	202305	EMPLOYER BASIC LIFE INS PREMIUM-MAY 2023	1,188.92
STANDARD INSURANCE COMP	219412	04/27/2023	202305	EMPLOYEE LIFE INS PREMIUM -MAY 2023	2,905.40
STANDARD INSURANCE COMP	219412	04/27/2023	202305	EMPLOYEE LTD INS PREMIUM -MAY 2023	3,201.34
Vendor VEN29560 - STANDARD INSURANCE COMPANY Total:					7,359.34
Vendor: VEN31218 - STANTEC CONSULTING SERVICES INC					
STANTEC CONSULTING SERVIC	15552	04/20/2023	2056774	WATER COMP PLAN SVC 2/4/23-3/3/23	4,850.00
STANTEC CONSULTING SERVIC	15552	04/20/2023	2056791	WELL 2 REHABILITATION SVC 2/4/23-3/3/23	1,448.00
STANTEC CONSULTING SERVIC	15552	04/20/2023	2056797	CALAROSA 5TH ADDITION SVC 2/4/23-3/3/23	880.00
STANTEC CONSULTING SERVIC	15552	04/20/2023	2056800	CALAROSA 6TH ADDITION SVC 2/4/23-3/3/23	681.00
STANTEC CONSULTING SERVIC	15552	04/20/2023	2056802	CALAROSA 1ST ADDITION SVC 2/4/23-3/3/23	205.75
STANTEC CONSULTING SERVIC	15552	04/20/2023	2056803	CALAROSA 2ND ADDITION SVC 2/4/23-3/3/23	247.00
STANTEC CONSULTING SERVIC	15552	04/20/2023	2056804	CALAROSA 3RD ADDITION SVC 2/4/23-3/3/23	333.75
STANTEC CONSULTING SERVIC	15552	04/20/2023	2056806	NORTHPOINT DEVELOPMENT SVC 2/4/23-3/3/23	968.00
STANTEC CONSULTING SERVIC	15552	04/20/2023	2056812	STORM WATER UTILITY SVC 2/4/23-3/3/23	1,625.00
STANTEC CONSULTING SERVIC	15552	04/20/2023	2056815	UTILITY BLDG PM SVC 2/4/23-3/3/23	3,325.00
STANTEC CONSULTING SERVIC	15552	04/20/2023	2056816	3M SETTLEMENT COMM SVC 2/4/23-3/3/23	1,209.50
STANTEC CONSULTING SERVIC	15552	04/20/2023	2056816	3M SETTLEMENT ADMIN SVC 2/4/23-3/3/23	102.00
STANTEC CONSULTING SERVIC	15552	04/20/2023	2056816	PFAS PILOT STUDY SVC 2/4/23-3/3/23	1,537.26
STANTEC CONSULTING SERVIC	15552	04/20/2023	2056816	DNR WATER LEVEL MONITORING SVC 2/4/23-3/3/23	605.50
STANTEC CONSULTING SERVIC	15552	04/20/2023	2056816	GENERAL SVC 2/4/23-3/3/23	-100.00
STANTEC CONSULTING SERVIC	15552	04/20/2023	2056816	3M MONITORING REPORT SVC 2/4/23-3/3/23	1,124.50
STANTEC CONSULTING SERVIC	15552	04/20/2023	2056818	SUMMERS LANDING 3RD ADDITION SVC 2/4/23-3/3/23	5,797.50

Expense Approval Report

Payment Dates: 4/13/2023 - 4/28/2023

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
STANTEC CONSULTING SERVIC	15552	04/20/2023	2056819	SUMMERS LANDING 4TH ADDITION SVC 2/4/23-3/3/23	5,879.75
STANTEC CONSULTING SERVIC	15552	04/20/2023	2056823	SUMMERS LANDING 5TH ADDITION SVC 2/4/23-3/3/23	3,089.00
STANTEC CONSULTING SERVIC	15552	04/20/2023	2056826	AGGREGATE INDUSTRIES EIS SUPPORT SVC 2/4/23-3/3/23	13,220.60
STANTEC CONSULTING SERVIC	15552	04/20/2023	2056832	GOODVIEW AVE WATERMAIN EXTEN SVC 2/4/23-3/3/23	1,326.00
STANTEC CONSULTING SERVIC	15552	04/20/2023	2056833	105TH ST/100TH ST/IDEAL AVE SVC 2/4/23-3/3/23	4,547.75
STANTEC CONSULTING SERVIC	15552	04/20/2023	2056834	LOW ZONE RAW WATER MAIN PHASE 1 SVC 2/4/23-3/	1,762.50
STANTEC CONSULTING SERVIC	15552	04/20/2023	2056835	SOUTH DISTRICT STREET & UTILITY SVC 2/4/23-3/3/23	8,714.25
STANTEC CONSULTING SERVIC	15552	04/20/2023	2056836	WELL 7 TEMP TREATMENT PLANT SVC 2/4/23-3/3/23	8,183.36
STANTEC CONSULTING SERVIC	15552	04/20/2023	2056837	WELL 2 TEMP TREATMENT PLANT SVC 2/4/23-3/3/23	4,172.00
STANTEC CONSULTING SERVIC	15552	04/20/2023	2056839	GRANGE TRUNK WATER MAIN SVC 2/4/23-3/3/23	306.00
STANTEC CONSULTING SERVIC	15552	04/20/2023	2056841	MAINTENANCE FACILITY-ENG SVCS SVC 2/4/23-3/3/23	2,698.00
STANTEC CONSULTING SERVIC	15552	04/20/2023	2056842	INTERMED ZONE WATER TREAT PLANT SVC 2/4/23-3/3	102.00
STANTEC CONSULTING SERVIC	15552	04/20/2023	2056844	LOW ZONE WTP SVC 2/4/23- 3/3/23	110,692.73
Vendor VEN31218 - STANTEC CONSULTING SERVICES INC Total:					189,533.70
Vendor: VEN36305 - STONEWOOD CORPORATION					
STONEWOOD CORPORATION	219233	04/13/2023	20230407	COURT FILE NO. 82-CV-22-539	1,278.59
Vendor VEN36305 - STONEWOOD CORPORATION Total:					1,278.59
Vendor: VEN19454 - STOP STICK, LTD					
STOP STICK, LTD	219319	04/20/2023	28621-IN	STOP STICK-RED, CORD REEL - PD	452.00
Vendor VEN19454 - STOP STICK, LTD Total:					452.00
Vendor: VEN19294 - STREICHER'S POLICE EQUIPMENT					
STREICHER'S POLICE EQUIPM	15501	04/14/2023	I1623516	9MM DUTY - PD	1,057.62
STREICHER'S POLICE EQUIPM	15501	04/14/2023	I1624459	BALLISTIC / TACTICAL GEAR	10,913.00
STREICHER'S POLICE EQUIPM	15601	04/27/2023	I1627074	BALLISTIC PLATE	2,756.00
Vendor VEN19294 - STREICHER'S POLICE EQUIPMENT Total:					14,726.62
Vendor: VEN35440 - SUPERIOR TECH PRODUCTS					
SUPERIOR TECH PRODUCTS	219413	04/27/2023	5694-R	RETAIN MAGNUM PELLETS	352.00
Vendor VEN35440 - SUPERIOR TECH PRODUCTS Total:					352.00
Vendor: VEN30107 - SYMBOLARTS, LLC					
SYMBOLARTS, LLC	15554	04/20/2023	458114	CGPD BADGE REPAIRS, TINS	442.50
Vendor VEN30107 - SYMBOLARTS, LLC Total:					442.50
Vendor: VEN20035 - T.A. SCHIFSKY & SONS INC					
T.A. SCHIFSKY & SONS INC	219345	04/20/2023	68740	WINTER MIX ASPHALT - STREETS	1,795.50
T.A. SCHIFSKY & SONS INC	219320	04/20/2023	68764	ASPHALT MIX - STREETS	2,209.00
Vendor VEN20035 - T.A. SCHIFSKY & SONS INC Total:					4,004.50
Vendor: VEN36110 - TARAH BENSON					
TARAH BENSON	219414	04/27/2023	81	PUBLIC ED SUPPLIES	1,050.00
Vendor VEN36110 - TARAH BENSON Total:					1,050.00
Vendor: VEN20038 - TENNIS SANITATION LLC					
TENNIS SANITATION LLC	219235	04/13/2023	3528883	MARCH TRASH SERVICE - HERO CTR	58.12
TENNIS SANITATION LLC	219235	04/13/2023	3557808	MARCH TRASH SERVICE - FIRE# 2	16.15
TENNIS SANITATION LLC	219235	04/13/2023	3557809	MARCH TRASH SERVICE - PW	108.81

Expense Approval Report

Payment Dates: 4/13/2023 - 4/28/2023

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
TENNIS SANITATION LLC	219235	04/13/2023	3557810	MARCH TRASH SERVICE - GOLF COURSE	105.28
TENNIS SANITATION LLC	219235	04/13/2023	3557811	MARCH TRASH SERVICE - PARKS	221.18
TENNIS SANITATION LLC	219235	04/13/2023	3557812	MARCH TRASH SERVICE - FIRE# 4	32.37
TENNIS SANITATION LLC	219235	04/13/2023	3557813	MARCH TRASH SERVICE - FIRE# 3	22.60
TENNIS SANITATION LLC	219235	04/13/2023	3557814	MARCH TRASH SERVICE - ICE ARENA	75.65
TENNIS SANITATION LLC	219235	04/13/2023	3557815	MARCH TRASH SERVICE - PW OIL	90.61
TENNIS SANITATION LLC	219235	04/13/2023	3557816	MARCH TRASH SERVICE - CITY HALL	59.41
TENNIS SANITATION LLC	219235	04/13/2023	3557818	MARCH TRASH SERVICE - GOLF COURSE	210.54
Vendor VEN20038 - TENNIS SANITATION LLC Total:					1,000.72
Vendor: VEN31069 - TERMINAL SUPPLY CO.					
TERMINAL SUPPLY CO.	15555	04/20/2023	30591-00	RELAYS - STOCK	33.06
Vendor VEN31069 - TERMINAL SUPPLY CO. Total:					33.06
Vendor: VEN32056 - THE COTTAGE GROVE PROFESSIONAL FIREFIGHTERS					
THE COTTAGE GROVE PROFES	15556	04/20/2023	INV025275	04/09/2023 BIWEEKLY PAYROLL 03/27/2023-04/09/2	600.00
Vendor VEN32056 - THE COTTAGE GROVE PROFESSIONAL FIREFIGHTERS Total:					600.00
Vendor: VEN33682 - THE GRAPHIC EDGE, INC					
THE GRAPHIC EDGE, INC	219346	04/20/2023	1668215	ADULT MESH HOCKEY JERSEY	438.47
THE GRAPHIC EDGE, INC	219415	04/27/2023	1670635	MESH HOCKEY JERSEYS FOR GRIZZLY LEAGUE	81.95
Vendor VEN33682 - THE GRAPHIC EDGE, INC Total:					520.42
Vendor: VEN30281 - THOMSON REUTERS					
THOMSON REUTERS	219416	04/27/2023	848096492	MARCH ONLINE/SUBSCRIPTION CHARGES	197.25
Vendor VEN30281 - THOMSON REUTERS Total:					197.25
Vendor: VEN33351 - TIME COMMUNICATIONS, INC					
TIME COMMUNICATIONS, INC	219347	04/20/2023	2003-033123	ANSWERING SVC 03/31/23 - 04/27/23	325.90
Vendor VEN33351 - TIME COMMUNICATIONS, INC Total:					325.90
Vendor: VEN35392 - TOP GOLF USA INC					
TOP GOLF USA INC	15602	04/27/2023	91192249	TOP TRACER LICENSE FEES	4,809.38
Vendor VEN35392 - TOP GOLF USA INC Total:					4,809.38
Vendor: VEN29205 - TOTAL MECHANICAL SERVICES, INC					
TOTAL MECHANICAL SERVICES	15603	04/27/2023	S6401	BITZER OIL SCAVENGER REPAI	295.75
TOTAL MECHANICAL SERVICES	15557	04/20/2023	S6413	REPAIRS TO LEAKING HOT WATER HOLDING TANK	813.00
Vendor VEN29205 - TOTAL MECHANICAL SERVICES, INC Total:					1,108.75
Vendor: VEN20057 - TRANS UNION LLC					
TRANS UNION LLC	219321	04/20/2023	3339518	EMPLOYMENT CREDIT REPORTS	10.56
Vendor VEN20057 - TRANS UNION LLC Total:					10.56
Vendor: VEN32058 - TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, INC					
TRANSUNION RISK AND ALTE	219239	04/13/2023	71701-202302-1	FEBRUARY INFORMATION CHARGES	183.50
Vendor VEN32058 - TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, INC Total:					183.50
Vendor: VEN36202 - TRIPLE TIRE LLC					
TRIPLE TIRE LLC	219240	04/13/2023	1011978	TIRE DISPOSAL (FARM) 4 TIRE	300.00
TRIPLE TIRE LLC	219240	04/13/2023	1011978	TIRES 480/80R38 ALLIANCE 550	8,800.00
TRIPLE TIRE LLC	219240	04/13/2023	1011978	CHANGE REAR FARM	480.00

Expense Approval Report

Payment Dates: 4/13/2023 - 4/28/2023

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
TRIPLE TIRE LLC	219240	04/13/2023	1011978	SERVICE CALL	250.00
Vendor VEN36202 - TRIPLE TIRE LLC Total:					9,830.00
Vendor: VEN20095 - TRI-STATE BOBCAT, INC.					
TRI-STATE BOBCAT, INC.	15502	04/14/2023	N15388	T76 BOBCAT LOADER RENTAL	695.00
				CONTRACT 3/28/23-4/27/23	
TRI-STATE BOBCAT, INC.	15502	04/14/2023	N15389	S76 BOBCAT RENTAL	525.00
				CONTRACT 3/28/23-4/27/23	
TRI-STATE BOBCAT, INC.	15502	04/14/2023	T34102	CAB DOOR KIT - 8202/35761	2,150.00
Vendor VEN20095 - TRI-STATE BOBCAT, INC. Total:					3,370.00
Vendor: VEN20050 - TWIN CITY HARDWARE					
TWIN CITY HARDWARE	219322	04/20/2023	PSI2181526	KEY LOCKS, O/S LABOR - CITY HALL	497.45
TWIN CITY HARDWARE	219322	04/20/2023	PSI2181675	CLOSER/PUBLIC WORKS	79.52
Vendor VEN20050 - TWIN CITY HARDWARE Total:					576.97
Vendor: VEN21000 - ULINE					
ULINE	15503	04/14/2023	161187098	BLACK UTILITY CART WITH DRAWER - HERO	365.17
Vendor VEN21000 - ULINE Total:					365.17
Vendor: VEN33723 - ULTIMATE SAFETY CONCEPTS, INC					
ULTIMATE SAFETY CONCEPTS,	219348	04/20/2023	204615	TOXIRAE PRO HCN MONITOR - FIRE	95.00
ULTIMATE SAFETY CONCEPTS,	219417	04/27/2023	204741	SCBA REPAIR	61.95
Vendor VEN33723 - ULTIMATE SAFETY CONCEPTS, INC Total:					156.95
Vendor: VEN33265 - UNITED STATES POSTAL SERVICE					
UNITED STATES POSTAL SERVI	219242	04/13/2023	20230320	COTTAGE GROVE MAILING PERMIT	290.00
UNITED STATES POSTAL SERVI	219418	04/27/2023	20230417	PAYMENT FOR POSTAGE FOR 2023 WATER QUALITY REPOR	4,000.00
Vendor VEN33265 - UNITED STATES POSTAL SERVICE Total:					4,290.00
Vendor: VEN32558 - US BANK					
US BANK	219419	04/27/2023	4485 5945 5552 1457-MAR23	MARCH UNIFORM PURCHASE	3,770.18
US BANK	219419	04/27/2023	4485 5945 5552 1457-MAR23	MARCH UNIFORM PURCHASE	751.25
Vendor VEN32558 - US BANK Total:					4,521.43
Vendor: VEN22333 - VALLEY SALES OF HASTINGS, INC.					
VALLEY SALES OF HASTINGS, I	219323	04/20/2023	64105	FUEL TANK DOOR - 1004/35656	94.50
VALLEY SALES OF HASTINGS, I	219420	04/27/2023	64132	PIPE, HOSE - 2201/35680	69.27
VALLEY SALES OF HASTINGS, I	219420	04/27/2023	64137	FITTINGS - 2201/35680	29.10
VALLEY SALES OF HASTINGS, I	219420	04/27/2023	64183	HOSE, PUMP - 1302/35746	394.62
Vendor VEN22333 - VALLEY SALES OF HASTINGS, INC. Total:					587.49
Vendor: VEN35692 - VAN METER INC					
VAN METER INC	219324	04/20/2023	S012639392.001	INSUL MULTI TAP CONN/VISION TAP - STREETLIGHTS	685.15
VAN METER INC	219421	04/27/2023	S012639368.001	CONNECTORS FOR STREETLIGHTS	1,000.56
Vendor VEN35692 - VAN METER INC Total:					1,685.71
Vendor: VEN35418 - VARSITY BRANDS HOLDING CO INC					
Varsity BRANDS HOLDING C	15558	04/20/2023	921163523	SSTB TETHERBALL - PARKS	56.13
Vendor VEN35418 - VARSITY BRANDS HOLDING CO INC Total:					56.13
Vendor: VEN22360 - VINCO, INC.					
VINCO, INC.	219427	04/28/2023	1	PMT #1 GLACIAL VALLEY PARK BUILDING	42,275.00
Vendor VEN22360 - VINCO, INC. Total:					42,275.00
Vendor: VEN35366 - VW GOLF INC					
VW GOLF INC	15504	04/14/2023	68794	PROSHOP MERCHANDISE	645.00
Vendor VEN35366 - VW GOLF INC Total:					645.00

Expense Approval Report

Payment Dates: 4/13/2023 - 4/28/2023

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN23259 - WASHINGTON CONSERVATION DISTRICT					
WASHINGTON CONSERVATIO	219243	04/13/2023	5939	SUMMERS LANDING 5TH- EROSION/SEDIMENT CONTROL-JAN 23	68.00
WASHINGTON CONSERVATIO	219243	04/13/2023	5939	PARKVIEW POINTE- EROSION/SEDIMENT CONTROL-JAN 23	51.00
WASHINGTON CONSERVATIO	219243	04/13/2023	5939	GLACIAL VALLEY 1ST- EROSION/SEDIMENT CONTROL-JAN 23	51.00
WASHINGTON CONSERVATIO	219243	04/13/2023	5939	HIGH POINTE 2ND- EROSION/SEDIMENT CONTROL-JAN 2023	34.00
WASHINGTON CONSERVATIO	219243	04/13/2023	5939	NORTHWICK PARK 2ND- EROSION/SEDIMENT CONTROL-JAN 23	51.00
WASHINGTON CONSERVATIO	219243	04/13/2023	5939	EASTBROOKE 3RD- EROSION/SEDIMENT CONTROL-JAN 2023	51.00
WASHINGTON CONSERVATIO	219243	04/13/2023	5939	LANGDON HILLS- EROSION/SEDIMENT CONTROL-JAN 2023	68.00
WASHINGTON CONSERVATIO	219243	04/13/2023	5939	HIGH POINTE 1ST- EROSION/SEDIMENT CONTROL-JAN 2023	34.00
WASHINGTON CONSERVATIO	219243	04/13/2023	5939	NORTHWICK PARK 1ST- EROSION/SEDIMENT CONTROL-JAN 23	17.00
WASHINGTON CONSERVATIO	219243	04/13/2023	5939	GLACIAL VALLEY 2ND- EROSION/SEDIMENT CONTROL-JAN 23	17.00
WASHINGTON CONSERVATIO	219243	04/13/2023	5939	HAWTHORNE 2ND- EROSION/SEDIMENT CONTROL-JAN 2023	102.00
WASHINGTON CONSERVATIO	219243	04/13/2023	5939	HAWTHORNE 1ST- EROSION/SEDIMENT CONTROL-JAN 2023	102.00
WASHINGTON CONSERVATIO	219243	04/13/2023	5939	SETTLERS BLUFF 1ST- EROSION/SEDIMENT CONTROL-JAN 23	51.00
WASHINGTON CONSERVATIO	219243	04/13/2023	5939	SETTLERS BLUFF 2ND- EROSION/SEDIMENT CONTROL-JAN 23	85.00
WASHINGTON CONSERVATIO	219243	04/13/2023	5939	ROLLING MEADOWS- EROSION/SEDIMENT CONTROL-JAN 23	85.00
WASHINGTON CONSERVATIO	219243	04/13/2023	5939	3M EROSION/SEDIMENT CONTROL-JAN 2023	102.00
WASHINGTON CONSERVATIO	219243	04/13/2023	5939	EASTBROOKE 2ND- EROSION/SEDIMENT CONTROL-JAN 2023	85.00
WASHINGTON CONSERVATIO	219243	04/13/2023	5939	WOODWARD 2ND- EROSION/SEDIMENT CONTROL-JAN 2023	68.00
WASHINGTON CONSERVATIO	219243	04/13/2023	5939	CALAROSA 5TH ADD- EROSION/SEDIMENT CONTROL-JAN 2023	85.00
WASHINGTON CONSERVATIO	219243	04/13/2023	5939	CALAROSA 6TH ADD- EROSION/SEDIMENT CONTROL-JAN 2023	85.00
WASHINGTON CONSERVATIO	219243	04/13/2023	5939	CARDINAL RESERVE- EROSION/SEDIMENT CONTROL-JAN 2023	85.00

Expense Approval Report

Payment Dates: 4/13/2023 - 4/28/2023

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
WASHINGTON CONSERVATIO	219325	04/20/2023	5988	1ST QUARTER SHARED EDUCATOR	716.31
Vendor VEN23259 - WASHINGTON CONSERVATION DISTRICT Total:					2,093.31
Vendor: VEN30004 - WASHINGTON COUNTY ATTORNEY'S OFFICE					
WASHINGTON COUNTY ATTO	15505	04/14/2023	20230406-1	CASE# CG22017352 - FORFEITURE	21.87
WASHINGTON COUNTY ATTO	15505	04/14/2023	20230406-1	CASE# CG20016899 - FORFEITURE	82.50
WASHINGTON COUNTY ATTO	15506	04/14/2023	20230406-2	CASE# CG21017684 - FORFEITURE	61.40
Vendor VEN30004 - WASHINGTON COUNTY ATTORNEY'S OFFICE Total:					165.77
Vendor: VEN23139 - WASHINGTON COUNTY PUBLIC HEALTH & ENVIRONMENT DEPT					
WASHINGTON COUNTY PUBLI	15605	04/27/2023	2023-PHE-1169	VSQG HAZARDOUS WASTE COLLECTION PROGRAM	223.60
Vendor VEN23139 - WASHINGTON COUNTY PUBLIC HEALTH & ENVIRONMENT DEPT Total:					223.60
Vendor: VEN30136 - WASHINGTON COUNTY PUBLIC SAFETY RADIO					
WASHINGTON COUNTY PUBLI	219246	04/13/2023	212323	1ST QTR RADIO SERVICES - PD	8,601.72
WASHINGTON COUNTY PUBLI	219246	04/13/2023	212336	1ST QTR RADIO SERVICES - FIR	700.14
WASHINGTON COUNTY PUBLI	219246	04/13/2023	212336	1ST QTR RADIO SERVICES - FIR	3,150.63
WASHINGTON COUNTY PUBLI	219246	04/13/2023	212336	1ST QTR RADIO SERVICES - FIR	3,150.63
WASHINGTON COUNTY PUBLI	219246	04/13/2023	212345	1 QTR JAN-MARCH 2023 RADIO SERVICES-PW	350.07
WASHINGTON COUNTY PUBLI	219246	04/13/2023	212345	1 QTR JAN-MARCH 2023 RADIO SERVICES-PW	350.07
WASHINGTON COUNTY PUBLI	219246	04/13/2023	212345	1 QTR JAN-MARCH 2023 RADIO SERVICES-PW	350.07
WASHINGTON COUNTY PUBLI	219246	04/13/2023	212345	1 QTR JAN-MARCH 2023 RADIO SERVICES-PW	350.07
Vendor VEN30136 - WASHINGTON COUNTY PUBLIC SAFETY RADIO Total:					17,003.40
Vendor: VEN23157 - WASHINGTON COUNTY					
WASHINGTON COUNTY	15604	04/27/2023	P616869	DOCUMENT RECORDING	184.00
Vendor VEN23157 - WASHINGTON COUNTY Total:					184.00
Vendor: VEN34963 - WASTE MANAGEMENT OF MINNESOTA INC					
WASTE MANAGEMENT OF MI	219422	04/27/2023	8882270-2282-7	COMPOST DUMPSTER SVC 04/01/23 - 04/30/23	493.75
Vendor VEN34963 - WASTE MANAGEMENT OF MINNESOTA INC Total:					493.75
Vendor: VEN29141 - WATSON COMPANY INC.					
WATSON COMPANY INC.	15606	04/27/2023	133106	SNACKS FOR CLUBHOUSE	639.70
WATSON COMPANY INC.	15606	04/27/2023	133242	SNACKS FOR CLUBHOUSE	516.14
Vendor VEN29141 - WATSON COMPANY INC. Total:					1,155.84
Vendor: VEN23122 - WEATHER WATCH INC					
WEATHER WATCH INC	15607	04/27/2023	12227	WEATHER SERVICE -	220.00
Vendor VEN23122 - WEATHER WATCH INC Total:					220.00
Vendor: VEN31294 - WESTWOOD PROFESSIONAL SERVICES					
WESTWOOD PROFESSIONAL S	219326	04/20/2023	1230301210	PLATTING MISSISSIPPI DUNES PARK	1,957.50
Vendor VEN31294 - WESTWOOD PROFESSIONAL SERVICES Total:					1,957.50
Vendor: VEN31705 - WISCONSIN SCTF					
WISCONSIN SCTF	219327	04/20/2023	INV025279	04/09/2023 BIWEEKLY PAYROLL 03/27/2023-04/09/2	392.30
Vendor VEN31705 - WISCONSIN SCTF Total:					392.30
Vendor: VEN30736 - WOLD ARCHITECTS AND ENGINEERS, INC					
WOLD ARCHITECTS AND ENGI	219423	04/27/2023	85314	GLACIAL VALLEY NEW BLDG	3,057.13
WOLD ARCHITECTS AND ENGI	219423	04/27/2023	85321	22/23 CITY HALL REMODEL THRU 77% OF CONSTR ADMI	575.00
WOLD ARCHITECTS AND ENGI	219423	04/27/2023	85408	PW UTILITY FACILITY THRU 20% DESIGN	48,851.55
Vendor VEN30736 - WOLD ARCHITECTS AND ENGINEERS, INC Total:					52,483.68

Expense Approval Report

Payment Dates: 4/13/2023 - 4/28/2023

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN24065 - XCEL ENERGY					
XCEL ENERGY	219349	04/20/2023	820553363	PARK BUILDINGS 2/07/23-3/09/23	3,007.77
XCEL ENERGY	219349	04/20/2023	820761243	FIRE DEPT 2/13/23-3/15/23	1,391.70
XCEL ENERGY	219349	04/20/2023	820780926	PUBLIC WORKS 2/13/23-3/15/23	7,921.84
XCEL ENERGY	219349	04/20/2023	820786839	CITY STREET LIGHTS 2/13/23-3/15/23	12,837.01
XCEL ENERGY	219424	04/27/2023	822419043	XCEL STREET LIGHTS 03/03/2023-04/02/2023	7,480.56
XCEL ENERGY	219424	04/27/2023	823359871	PSCH ELECTRICITY AND GAS 03/08/2023-04/06/2023	8,997.08
XCEL ENERGY	219424	04/27/2023	823441047	80TH/JAMAICA LIGHTS 03/09/2023-04/09/2023	1,215.59
XCEL ENERGY	219424	04/27/2023	823455428	TRAFFIC SIGNAL 03/09/2023 - 04/09/2023	860.86
Vendor VEN24065 - XCEL ENERGY Total:					43,712.41
Grand Total:					1,740,441.74

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	226,691.89
215 - RECYCLING	493.75
230 - SURFACE WATER MANAGEMENT	4,468.31
235 - SEALCOATING FUND	8,216.50
240 - FORFEITURE & SEIZURE	338.66
250 - ICE ARENA	8,038.79
255 - GOLF COURSE SPECIAL REVENUE FUND	66,696.57
285 - ECONOMIC DEVELOPMENT AUTHORITY	11,603.56
290 - HERO CENTER OPERATIONS	12,809.47
455 - 3M SETTLEMENT - MPCA	244,846.94
510 - FUTURE PROJECTS	18,872.09
515 - PARK CAPITAL IMPROVEMENT FUND	816.00
520 - MSA CONSTRUCTION	64,959.36
525 - MUNICIPAL BUILDING	575.00
560 - PAVEMENT MANAGEMENT	50,551.20
568 - DEVELOPER PETITIONED PROJECTS	24,236.00
570 - PARK TRUST	105,503.12
575 - WATER CONNECT/AREA	4,850.00
585 - STORM CONNECTION/AREA	18,876.00
610 - WATER OPERATING	96,604.60
620 - SEWER OPERATING	221,769.88
630 - STREET LIGHTS	27,960.49
660 - SOUTH WASHINGTON COUNTY AMBUL	9,702.46
700 - SELF INSURANCE	18,897.56
710 - FLEET MAINTENANCE	120,957.33
720 - INFORMATION TECHNOLOGY	34,588.69
810 - DEVELOPER LETTER OF CREDIT	50,575.05
990 - PAYROLL FUND	285,942.47
Grand Total:	1,740,441.74

Account Summary

Account Number	Account Name	Payment Amount
100-00-9100-2034	COBRA INSURANCE	5,355.11
100-02-0110-4403	TRAVEL/TRAIN/CON	350.00
100-03-0150-4302	LEGAL SERVICE	29,161.60
100-04-0200-4300	PROF SERVICES	125.12
100-04-0200-4302	LEGAL SERVICE	1,072.00
100-08-0395-4210	OP SUPPLY-OTHER	140.00
100-08-0395-4311	POSTAGE	290.00
100-08-0395-4340	PRINTING	5,484.84
100-09-2500-4210	OP SUPPLY-OTHER	188.77
100-09-2500-4272	OP SUP-BUILDINGS	219.48
100-09-2500-4305	FEES FOR SERVICE	237.54
100-09-2500-4360	UTILITIES	8,997.08
100-09-2500-4372	MAINT-REPAIR/BLD	9,836.65
100-09-2500-4380	RENTAL/LEASE	1,064.65
100-09-2500-4405	CLEAN/WASTE REMV	5,459.41
100-10-1100-4210	OP SUPPLY-OTHER	10.00
100-10-1100-4300	PROF SERVICES	74.42
100-10-1100-4305	FEES FOR SERVICE	184.00
100-13-1000-4200	OFFICE SUPPLIES	178.19
100-13-1000-4300	PROF SERVICES	19,487.96
100-13-1000-4375	CHARGE-FLEET MNT	15.00
100-13-1000-4401	DUES & SUBS	145.00
100-14-2040-4301	ENGINEERING SVS	2,677.50
100-15-0400-4300	PROF SERVICES	800.00
100-15-0400-4310	COMMUNICATION	700.14

Account Summary

Account Number	Account Name	Payment Amount
100-21-0500-4210	OP SUPPLY-OTHER	564.50
100-21-0500-4211	MOTOR FUELS	33.93
100-21-0500-4217	CLOTHING/UNIFORM	17,881.68
100-21-0500-4280	CAPITAL OUTLAY <\$5,00	2,020.09
100-21-0500-4300	PROF SERVICES	3,520.00
100-21-0500-4305	FEES FOR SERVICE	380.75
100-21-0500-4310	COMMUNICATION	8,601.72
100-21-0500-4370	MAINT-REPAIR/EQ	1,290.50
100-21-0500-4380	RENTAL/LEASE	642.61
100-21-0500-4403	TRAVEL/TRAIN/CON	129.45
100-21-0500-4449	OTHER CONTRACT	475.00
100-21-0532-4210	OP SUPPLY-OTHER	1,057.62
100-23-0450-4305	FEES FOR SERVICE	2,051.00
100-26-0800-4210	OP SUPPLY-OTHER	1,181.86
100-26-0800-4217	CLOTHING/UNIFORM	751.25
100-26-0800-4272	OP SUP-BUILDINGS	376.83
100-26-0800-4305	FEES FOR SERVICE	257.32
100-26-0800-4310	COMMUNICATION	3,150.63
100-26-0800-4360	UTILITIES	1,956.33
100-26-0800-4370	MAINT-REPAIR/EQ	516.94
100-26-0800-4372	MAINT-REPAIR/BLD	3,862.54
100-26-0800-4380	RENTAL/LEASE	218.50
100-26-0800-4403	TRAVEL/TRAIN/CON	7,434.05
100-26-0800-4405	CLEAN/WASTE REMV	1,761.12
100-31-1200-4210	OP SUPPLY-OTHER	491.96
100-31-1200-4217	CLOTHING/UNIFORM	6.13
100-31-1200-4271	OP SUP-OTHER IMP	4,004.50
100-31-1200-4300	PROF SERVICES	574.20
100-31-1200-4310	COMMUNICATION	350.07
100-31-1200-4371	MAINT-REPAIR/OTH	241.97
100-31-1200-4380	RENTAL/LEASE	695.00
100-32-1260-4210	OP SUPPLY-OTHER	2,918.93
100-34-1290-4210	OP SUPPLY-OTHER	99.48
100-35-2005-4210	OP SUPPLY-OTHER	136.90
100-35-2005-4300	PROF SERVICES	60.00
100-35-2005-4305	FEES FOR SERVICE	635.52
100-35-2005-4360	UTILITIES	7,921.84
100-35-2005-4372	MAINT-REPAIR/BLD	3,969.16
100-35-2005-4380	RENTAL/LEASE	784.70
100-35-2005-4405	CLEAN/WASTE REMV	1,923.02
100-36-2200-4210	OP SUPPLY-OTHER	243.86
100-36-2200-4305	FEES FOR SERVICE	39,167.75
100-41-1500-4210	OP SUPPLY-OTHER	153.42
100-41-1500-4217	CLOTHING/UNIFORM	311.94
100-41-1500-4231	SMALL TOOLS	101.14
100-41-1500-4270	OP SUP-VEH/EQ	1,371.44
100-41-1500-4300	PROF SERVICES	470.60
100-41-1500-4305	FEES FOR SERVICE	100.00
100-41-1500-4310	COMMUNICATION	350.07
100-41-1500-4360	UTILITIES	3,580.77
100-41-1500-4372	MAINT-REPAIR/BLD	996.73
100-41-1500-4380	RENTAL/LEASE	885.00
100-41-1500-4403	TRAVEL/TRAIN/CON	134.98
100-41-1500-4405	CLEAN/WASTE REMV	221.18
100-41-1516-4210	OP SUPPLY-OTHER	261.35
100-51-2300-4210	OP SUPPLY-OTHER	1,057.66
100-51-2300-4380	RENTAL/LEASE	99.94
215-54-1900-4405	CLEAN/WASTE REMV	493.75

Account Summary

Account Number	Account Name	Payment Amount
230-60-3200-4300	PROF SERVICES	716.31
230-60-3200-4301	ENGINEERING SVS	3,752.00
235-00-1217-4301	ENGINEERING SVS	8,216.50
240-21-0554-4305	FEES FOR SERVICE	90.00
240-21-0554-4390	VICTIM/WITNESS	82.89
240-21-0554-4391	COUNTY DEFENDENT	165.77
250-77-3700-4200	OFFICE SUPPLIES	45.03
250-77-3700-4209	OP SUPPLIES-CLEN	117.32
250-77-3700-4210	OP SUPPLY-OTHER	245.00
250-77-3700-4211	MOTOR FUELS	600.23
250-77-3700-4270	OP SUP-VEH/EQ	301.14
250-77-3700-4272	OP SUP-BUILDINGS	872.88
250-77-3700-4300	PROF SERVICES	100.00
250-77-3700-4305	FEES FOR SERVICE	575.00
250-77-3700-4312	3v3 HOCKEY LEAGUE	520.42
250-77-3700-4341	ADVER/PUBLISH	360.00
250-77-3700-4370	MAINT-REPAIR/EQ	2,239.15
250-77-3700-4372	MAINT-REPAIR/BLD	1,558.76
250-77-3700-4380	RENTAL/LEASE	99.95
250-77-3700-4405	CLEAN/WASTE REMV	75.65
250-77-3700-4438	VENDING RESALE	78.39
250-77-3740-4438	CONCESSIONS RESALE	249.87
255-53-2100-3451	GOLF ACCESSORIES	117.15
255-53-2100-4147	UNEMPLOYMENT	7,176.00
255-53-2100-4210	OP SUPPLY-OTHER	460.44
255-53-2100-4217	CLOTHING/UNIFORM	950.40
255-53-2100-4300	PROF SERVICES	900.00
255-53-2100-4302	LEGAL SERVICE	756.00
255-53-2100-4305	FEES FOR SERVICE	4,809.38
255-53-2100-4360	UTILITIES	445.08
255-53-2100-4405	CLEAN/WASTE REMV	315.82
255-53-2100-4438	PRO/MISC RESALE	6,327.07
255-55-2105-4200	OFFICE SUPPLIES	119.00
255-55-2105-4210	OP SUPPLY-OTHER	3,426.64
255-55-2105-4211	MOTOR FUELS	1,703.80
255-55-2105-4216	FERTILIZER/CHEM	352.00
255-55-2105-4270	OP SUP-VEH/EQ	3,389.55
255-55-2105-4280	CAPITAL OUTLAY <\$5,00	7,723.29
255-55-2105-4300	PROF SERVICES	600.00
255-55-2105-4305	FEES FOR SERVICE	5,067.72
255-55-2105-4380	RENTAL/LEASE	120.00
255-55-2105-4405	CLEAN/WASTE REMV	275.00
255-55-2110-4360	UTILITIES	267.80
255-56-2140-4147	UNEMPLOYMENT	962.29
255-56-2140-4210	OP SUPPLY-OTHER	1,104.18
255-56-2140-4300	PROF SERVICES	660.56
255-56-2140-4305	FEES FOR SERVICE	2,813.20
255-56-2140-4360	UTILITIES	1,650.65
255-56-2140-4380	RENTAL/LEASE	169.24
255-56-2140-4436	CONCESSION RESAL	9,684.92
255-56-2140-4438	PRO/MISC RESALE	1,920.64
255-56-2140-4439	LIQUOR - RESALE	2,428.75
285-12-1135-4300	PROF SERVICES	150.00
285-12-1135-4301	ENGINEERING SVS	6,420.00
285-12-1135-4302	LEGAL SERVICE	1,424.00
285-12-1135-4341	ADVER/PUBLISH	34.30
285-12-1150-4300	PROF SERVICES	82.06
285-12-1150-4305	FEES FOR SERVICE	115.00

Account Summary

Account Number	Account Name	Payment Amount
285-12-1150-4341	ADVER/PUBLISH	1,892.00
285-12-9285-2220	DUE TO OTHER GOV	1,486.20
290-00-2900-2310	DEPOSITS PAYABLE	799.99
290-00-2900-4210	OP SUPPLY-OTHER	258.04
290-00-2900-4300	PROF SERVICES	2,563.00
290-00-2900-4305	FEES FOR SERVICE	403.47
290-00-2900-4340	PRINTING	37.64
290-00-2900-4372	MAINT-REPAIR/BLD	5,091.25
290-00-2900-4380	RENTAL/LEASE	273.05
290-00-2900-4405	CLEAN/WASTE REMV	3,017.86
290-00-2900-4530	MACH & EQUIPMENT	365.17
455-00-7210-4559	PROJECT-OTHER	1,311.50
455-00-7220-4551	PROJECT-ENGINEER	1,537.26
455-00-7221-4551	PROJECT-ENGINEER	110,692.73
455-00-7222-4551	PROJECT-ENGINEER	102.00
455-00-7232-4551	PROJECT-ENGINEER	1,326.00
455-00-7232-4552	PROJECT-LEGAL	60.00
455-00-7252-4380	RENTAL/LEASE	104,000.00
455-00-7252-4551	PROJECT-ENGINEER	18,505.11
455-00-7252-4559	PROJECT-OTHER	5,243.84
455-00-7255-4551	PROJECT-ENGINEER	1,762.50
455-00-7260-4551	PROJECT-ENGINEER	306.00
510-00-6574-4551	PROJECT-ENGINEER	18,793.59
510-00-9510-4301	ENGINEERING	78.50
515-00-9515-4302	LEGAL SERVICE	816.00
520-00-6552-4302	LEGAL SERVICE	4,009.68
520-00-6552-4550	PROJECT-CONTRACT	21,853.00
520-00-6552-4551	PROJECT-ENGINEER	33,886.00
520-00-6552-4552	PROJECT-LEGAL	4,862.68
520-00-6576-4551	PROJECT-ENGINEER	348.00
525-00-9525-4300	PROF SERVICES	575.00
560-00-6575-4341	ADVER/PUBLISH	186.20
560-00-6575-4551	PROJECT-ENGINEER	50,365.00
568-00-6625-4551	PROJECT-ENGINEER	14,834.25
568-00-6629-4551	PROJECT-ENGINEER	609.00
568-00-6700-4551	PROJECT-ENGINEER	8,792.75
570-00-9570-4300	PROF SERVICES	10,014.63
570-00-9570-4301	ENGINEERING SVS	4,453.50
570-00-9570-4302	LEGAL SERVICE	5,912.00
570-00-9570-4305	FEES FOR SERVICE	1,000.00
570-00-9570-4341	ADVER/PUBLISH	40.18
570-00-9570-4550	PROJECT-CONTRACT	84,082.81
575-00-9575-4301	ENGINEERING SVS	4,850.00
585-00-9585-4301	ENGINEERING SVS	18,876.00
610-00-9610-2220	DUE TO OTHER GOV	31,232.97
610-70-3000-4210	OP SUPPLY-OTHER	180.79
610-70-3000-4211	MOTOR FUELS	4,000.00
610-70-3000-4216	FERTILIZER/CHEM	130.00
610-70-3000-4217	CLOTHING/UNIFORM	609.50
610-70-3000-4300	PROF SERVICES	49,007.45
610-70-3000-4301	ENGINEERING SVS	7,653.00
610-70-3000-4305	FEES FOR SERVICE	480.88
610-70-3000-4310	COMMUNICATION	350.07
610-70-3000-4438	PRO/MISC RESALE	305.49
610-70-3000-4449	OTHER CONTRACT	938.50
610-71-3060-4305	FEES FOR SERVICE	1,715.95
620-00-9620-1191	A/R-UTILITY	124.66
620-80-3100-4301	ENGINEERING SVS	810.50

Account Summary

Account Number	Account Name	Payment Amount
620-80-3100-4363	MWCC SERVICE	220,634.72
620-80-3100-4372	MAINT-REPAIR/BLD	200.00
630-75-1400-4210	OP SUPPLY-OTHER	71.96
630-75-1400-4271	OP SUP-OTHER IMP	1,685.71
630-75-1400-4301	ENGINEERING SVS	3,582.00
630-75-1400-4305	FEES FOR SERVICE	226.80
630-75-1400-4360	UTILITIES	12,837.01
630-75-1400-4361	NSP STREET LIGHT	7,480.56
630-75-1430-4360	UTILITIES	860.86
630-75-1440-4360	UTILITIES	1,215.59
660-24-0600-4210	OP SUPPLY-OTHER	5,361.84
660-24-0600-4300	PROF SERVICES	414.00
660-24-0600-4302	LEGAL SERVICE	630.46
660-24-0600-4310	COMMUNICATION	3,150.63
660-24-0600-4370	MAINT-REPAIR/EQ	145.53
700-00-9700-4144	HEALTH INSURANCE	1,188.92
700-00-9700-4146	DISABILITY	5,244.18
700-00-9700-4300	PROF SERVICES	1,260.50
700-00-9700-4734	AUTO CLAIMS	389.24
700-00-9700-4737	MEDICAL DEDUCTIBLE	10,814.72
710-33-1700-4210	OP SUPPLY-OTHER	920.08
710-33-1700-4212	LUB/ADD	165.00
710-33-1700-4217	CLOTHING/UNIFORM	44.93
710-33-1700-4270	OP SUP-VEH/EQ	23,231.68
710-33-1700-4310	COMMUNICATION	350.07
710-33-1700-4370	MAINT-REPAIR/EQ	81,862.57
710-33-1700-4371	MAINT-REPAIR/OTH	500.00
710-33-1710-4211	MOTOR FUELS	13,266.76
710-33-1720-4217	CLOTHING/UNIFORM	186.25
710-33-1720-4231	SMALL TOOLS	429.99
720-07-0380-4210	OP SUPPLY-OTHER	24.98
720-07-0380-4280	CAPITAL OUTLAY <\$5,00	1,793.48
720-07-0380-4300	PROF SERVICES	772.00
720-07-0380-4310	COMMUNICATION	8,487.23
720-07-0380-4321	DATA PROCESSING	23,511.00
810-00-9810-2310	DEPOSITS PAYABLE	50,575.05
990-05-9990-2010	PERA	122,548.36
990-05-9990-2032	GROUP INS-WTHHLD	116,344.33
990-05-9990-2033	DENTAL INS-WITH	10,281.11
990-05-9990-2035	LIFE INS-WITHHLD	3,249.42
990-05-9990-2037	CHILD SUPPORT	431.51
990-05-9990-2038	UNION DUES	635.00
990-05-9990-2043	DEFERRED COMP	29,251.40
990-05-9990-2047	LONG TERM DISABILITY	3,201.34
Grand Total:		1,740,441.74

Project Account Summary

Project Account Key	Payment Amount
None	1,719,483.24
01-23-001-ESC	13,553.50
01-23-002-ESC	2,162.00
01-23-003-ESC	2,503.50
01-23-004-ESC	1,122.00
7210-00-OTH	1,311.50
7260-02-ENG	306.00
Grand Total:	1,740,441.74

PAYROLL CHECK REGISTER

Biweekly PE 04/09/2023 – CK 04/20/23 - \$414,022.11



City Council Action Request

10A

Meeting Date	5/3/2023	
Department	Public Works	
Agenda Category	Bid Awards	
Title	2023 Mill & Overlay Project - Bid Award	
Staff Recommendation	Adopt Resolution 2023-061 awarding the bid for the 2023 Mill and Overlay Improvements Project to Bituminous Roadways, Inc. in the total amount of \$383,356.60.	
Budget Implication	\$383,356.60 - Sealcoating Fund, Utility Funds	
Attachments	Mill & Overlay Bid Results Letter.tif	477.84KB
	Mill & Overlay Abstract of Bids.tif	1.24MB
	Mill & Overlay Resolution.tif	477.98KB



Real People. Real Solutions.

3507 High Point Drive North
Bldg. 1 Suite E130
Oakdale, MN 55128

Ph: (651) 704-9970
Bolton-Menk.com

April 27, 2023

Honorable Mayor and City Council
City of Cottage Grove
12800 Ravine Parkway South
Cottage Grove, MN 55016

Re: Bid Results
2023 Mill and Overlay Project
BMI Project No. 0N1.128834

Dear Honorable Mayor and City Council:

Bids for the 2023 Mill and Overlay Project were opened on Thursday, April 27, 2023. A total of six (6) bids were received. Below is the summary of bids:

	Contractor	Base Bid
1.	Bituminous Roadways Inc.	\$383,356.60
2.	OMG Midwest Inc. dba Minnesota Paving & Materials	\$403,777.26
3.	T.A. Schifsky & Sons, Inc.	\$407,064.93
4.	Park Construction Company	\$422,937.58
5.	McNamara Contracting	\$426,091.50
6.	Northwest Asphalt	\$456,490.40

The low Bidder on the Project was Bituminous Roadways Inc. with a Total Base Bid Amount of \$383,356.60, which was under the Engineer's Estimate of \$500,000. If the City Council decides to award the Project to the low bidder, then Bituminous Roadways Inc. should be awarded the Project on the Total Base Bid Amount of **\$383,356.60.**

If you have any questions, please feel free to contact me at (651) 968-7674.

Sincerely,
Bolton & Menk, Inc.

Michael Boex, PE

ABSTRACT OF BIDS

2023 MILL AND OVERLAY
CITY OF COTTAGE GROVE, MINNESOTA
PROJECT NO. 0N1.128834

Bid: April 27, 2023 at 10:00 a.m.

ITEM NO.	ITEM	APPROX. QUANT.	UNIT	1 Bituminous Roadways Inc. Medota Heights, MN		2 OMG Midwest Inc. dba Minnesota Paving & Mat. Rogers, MN		3 T.A. Schifsky & Sons, Inc. North Saint Paul, MN	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	MOBILIZATION	1	LS	\$9,000.00	\$9,000.00	\$13,000.00	\$13,000.00	\$18,645.00	\$18,645.00
2	TRAFFIC CONTROL	1	LS	\$2,400.00	\$2,400.00	\$4,070.00	\$4,070.00	\$11,700.00	\$11,700.00
3	SAWING BITUMINOUS PAVEMENT - STREET	510	LF	\$2.50	\$1,275.00	\$0.01	\$5.10	\$3.00	\$1,530.00
4	MILL BITUMINOUS PAVEMENT (2.0")	32,250	SY	\$0.55	\$17,737.50	\$1.65	\$53,212.50	\$2.80	\$90,300.00
5	HAUL AND STOCKPILE MILLING MATERIAL (LV)	175	CY	\$14.00	\$2,450.00	\$10.90	\$1,907.50	\$5.00	\$875.00
6	REMOVE CONCRETE CURB AND GUTTER	70	LF	\$13.00	\$910.00	\$13.00	\$910.00	\$12.88	\$901.60
7	REMOVE CONCRETE VALLEY GUTTER	38	SY	\$33.00	\$1,254.00	\$32.00	\$1,216.00	\$32.45	\$1,233.10
8	CONCRETE CURB AND GUTTER DESIGN B618 (HIGH EARLY)	20	LF	\$55.00	\$1,100.00	\$53.20	\$1,064.00	\$54.49	\$1,089.80
9	CONCRETE VALLEY GUTTER	65	SY	\$155.00	\$10,075.00	\$153.00	\$9,945.00	\$156.35	\$10,162.75
10	PATCH BITUMINOUS STREET	320	SY	\$20.00	\$6,400.00	\$20.00	\$6,400.00	\$18.00	\$5,760.00
11	TYPE SP 9.5 WEARING COURSE MIXTURE (3,B)	4,080	TN	\$72.50	\$295,800.00	\$70.00	\$285,600.00	\$60.00	\$244,800.00
12	BITUMINOUS MATERIAL FOR TACK	2,250	GAL	\$2.00	\$4,500.00	\$2.00	\$4,500.00	\$0.01	\$22.50
13	BITUMINOUS INCENTIVE	1	LS	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
14	PREMIUM TOPSOIL BORROW MODIFIED (LV)	4	CY	\$60.00	\$240.00	\$300.00	\$1,200.00	\$45.00	\$180.00
15	HYDRAULIC MATRIX TYPE MULCH	17	SY	\$100.00	\$1,700.00	\$15.00	\$255.00	\$5.00	\$85.00
16	SEEDING, MNDOT MIX 25-151	2	LB	\$58.00	\$116.00	\$1.00	\$2.00	\$10.00	\$20.00
17	APPLICATION OF WATER FOR TURF ESTABLISHMENT	1	MGAL	\$190.00	\$190.00	\$80.00	\$80.00	\$185.00	\$185.00
18	EROSION CONTROL SUPERVISOR	1	LS	\$1,500.00	\$1,500.00	\$250.00	\$250.00	\$1,000.00	\$1,000.00
19	STORM DRAIN INLET PROTECTION (ERO-9)	33	EA	\$160.00	\$5,280.00	\$100.00	\$3,300.00	\$125.00	\$4,125.00
20	STREET SWEEPER WITH OPERATOR	32	HR	\$180.00	\$5,760.00	\$100.00	\$3,200.00	\$0.01	\$0.32
21	SKIDSTEER (BOBCAT) WITH OPERATOR	16	HR	\$140.00	\$2,240.00	\$0.01	\$0.16	\$0.01	\$0.16
22	ADJUST VALVE BOX	3	EA	\$300.00	\$900.00	\$550.00	\$1,650.00	\$525.00	\$1,575.00
23	REMOVE AND REPLACE TOP SECTION OF VALVE BOX	3	EA	\$330.00	\$990.00	\$160.00	\$480.00	\$275.00	\$825.00
24	4" DOUBLE SOLID LINE MULTI COMP GR IN	75	LF	\$14.10	\$1,057.50	\$14.00	\$1,050.00	\$18.54	\$1,390.50
25	24" SOLID LINE MULTI COMP GR IN	16	LF	\$30.10	\$481.60	\$30.00	\$480.00	\$41.20	\$659.20
TOTAL BID:				\$383,356.60		\$403,777.26		\$407,064.93	

ABSTRACT OF BIDS

2023 MILL AND OVERLAY
CITY OF COTTAGE GROVE, MINNESOTA
PROJECT NO. 0N1.128834

Bid: April 27, 2023 at 10:00 a.m.

				4		5		6	
				Park Construction Company		McNamara Contracting		Northwest Asphalt	
				Minneapolis, MN		Rosemount, MN		Shakopee, MN	
ITEM NO.	ITEM	APPROX. QUANT.	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	MOBILIZATION	1	LS	\$28,000.00	\$28,000.00	\$15,500.00	\$15,500.00	\$21,000.00	\$21,000.00
2	TRAFFIC CONTROL	1	LS	\$2,346.00	\$2,346.00	\$4,000.00	\$4,000.00	\$6,850.00	\$6,850.00
3	SAWING BITUMINOUS PAVEMENT - STREET	510	LF	\$1.80	\$918.00	\$1.00	\$510.00	\$5.00	\$2,550.00
4	MILL BITUMINOUS PAVEMENT (2.0")	32,250	SY	\$1.15	\$37,087.50	\$1.75	\$56,437.50	\$1.06	\$34,185.00
5	HAUL AND STOCKPILE MILLING MATERIAL (LV)	175	CY	\$5.50	\$962.50	\$1.00	\$175.00	\$42.40	\$7,420.00
6	REMOVE CONCRETE CURB AND GUTTER	70	LF	\$25.30	\$1,771.00	\$6.00	\$420.00	\$26.45	\$1,851.50
7	REMOVE CONCRETE VALLEY GUTTER	38	SY	\$26.50	\$1,007.00	\$40.00	\$1,520.00	\$46.50	\$1,767.00
8	CONCRETE CURB AND GUTTER DESIGN B618 (HIGH EARLY)	20	LF	\$53.95	\$1,079.00	\$115.00	\$2,300.00	\$162.35	\$3,247.00
9	CONCRETE VALLEY GUTTER	65	SY	\$154.80	\$10,062.00	\$200.00	\$13,000.00	\$248.50	\$16,152.50
10	PATCH BITUMINOUS STREET	320	SY	\$32.55	\$10,416.00	\$24.00	\$7,680.00	\$24.05	\$7,696.00
11	TYPE SP 9.5 WEARING COURSE MIXTURE (3,B)	4,080	TN	\$73.15	\$298,452.00	\$72.00	\$293,760.00	\$75.98	\$309,998.40
12	BITUMINOUS MATERIAL FOR TACK	2,250	GAL	\$2.35	\$5,287.50	\$3.00	\$6,750.00	\$3.50	\$7,875.00
13	BITUMINOUS INCENTIVE	1	LS	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
14	PREMIUM TOPSOIL BORROW MODIFIED (LV)	4	CY	\$175.35	\$701.40	\$250.00	\$1,000.00	\$165.00	\$660.00
15	HYDRAULIC MATRIX TYPE MULCH	17	SY	\$102.00	\$1,734.00	\$75.00	\$1,275.00	\$95.00	\$1,615.00
16	SEEDING, MNDOT MIX 25-151	2	LB	\$102.00	\$204.00	\$100.00	\$200.00	\$25.00	\$50.00
17	APPLICATION OF WATER FOR TURF ESTABLISHMENT	1	MGAL	\$510.00	\$510.00	\$250.00	\$250.00	\$200.00	\$200.00
18	EROSION CONTROL SUPERVISOR	1	LS	\$0.01	\$0.01	\$300.00	\$300.00	\$2,000.00	\$2,000.00
19	STORM DRAIN INLET PROTECTION (ERO-9)	33	EA	\$191.25	\$6,311.25	\$75.00	\$2,475.00	\$185.00	\$6,105.00
20	STREET SWEEPER WITH OPERATOR	32	HR	\$0.01	\$0.32	\$75.00	\$2,400.00	\$155.00	\$4,960.00
21	SKIDSTEER (BOBCAT) WITH OPERATOR	16	HR	\$143.90	\$2,302.40	\$85.00	\$1,360.00	\$168.00	\$2,688.00
22	ADJUST VALVE BOX	3	EA	\$325.55	\$976.65	\$475.00	\$1,425.00	\$650.00	\$1,950.00
23	REMOVE AND REPLACE TOP SECTION OF VALVE BOX	3	EA	\$415.65	\$1,246.95	\$575.00	\$1,725.00	\$1,150.00	\$3,450.00
24	4" DOUBLE SOLID LINE MULTI COMP GR IN	75	LF	\$14.30	\$1,072.50	\$15.00	\$1,125.00	\$20.00	\$1,500.00
25	24" SOLID LINE MULTI COMP GR IN	16	LF	\$30.60	\$489.60	\$31.50	\$504.00	\$45.00	\$720.00
TOTAL BID:				\$422,937.58		\$426,091.50		\$456,490.40	

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2023-061

**RESOLUTION AWARDING THE BID FOR THE
2023 MILL AND OVERLAY IMPROVEMENTS PROJECT TO BITUMINOUS
ROADWAYS, INC. IN THE TOTAL AMOUNT OF \$383,356.60**

WHEREAS, plans and specifications for the 2023 Mill and Overlay Improvements Project were completed according to City standards; and

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

WHEREAS, six firms submitted bids; and

WHEREAS, it appears that Bituminous Roadways, Inc. is the lowest responsible bid; and

WHEREAS, it is the recommendation of the City Engineer that the bid be awarded to Bituminous Roadways, Inc. in the total amount of \$383,356.60.

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, the bid for the 2023 Mill and Overlay Improvements Project is awarded to Bituminous Roadways, Inc. in the total amount of \$383,356.60.

Passed this 3rd day of May, 2023.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



City Council Action Request

13A

Meeting Date	5/3/2023	
Department	Community Development	
Agenda Category	Workshops - Open to Public	
Title	Workshop - Old Cottage Grove Small Area Study	
Staff		
Recommendation		
Budget Implication	N/A	
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Old Cottage Grove Small Area Study

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Table of Contents

Table of Contents.....	2
Executive Summary.....	3
Indtroduction.....	4
Historical Context.....	5
Cottage Grove Demographics.....	6
Issue Identification.....	7
Land Use & Zoning Map.....	8
Housing Profile.....	9
Economic & Employment Profile.....	13
Other Information.....	14
Community Perspective.....	15
Community Survey.....	16
Engagement Event.....	19
Overall Concepts.....	22
Study Recommendations.....	23
Implementation.....	25
Appendix.....	26

Executive Summary

THE PROJECT

Over the past 30 years, the City of Cottage Grove has grown substantially. With this growth, development has been increasing, moving eastward towards an area known as Old Cottage Grove. Old Cottage Grove was the original downtown area settled in 1871. City officials identified a need to better understand the neighborhood's characteristics and needs. To assist the city, five Masters of Urban Planning students from the University of Minnesota were tasked with creating a small area study to guide any potential future development for Old Cottage Grove.

THE AREA

There are four zoning districts located within Old Cottage Grove including Agricultural Preservation (AG-1), Rural Residential (R1), Single Family Residential (R3) and a small Retail Business (B2) area. It is home to 350 people who are primarily white and all live in single family homes. 47% of the population have lived in the area for more than 20 years. Most of the homes in the area are older with an average home age nearly double that of the average home age in Cottage Grove. The area does have a 14.5% higher estimated market value than the city average.

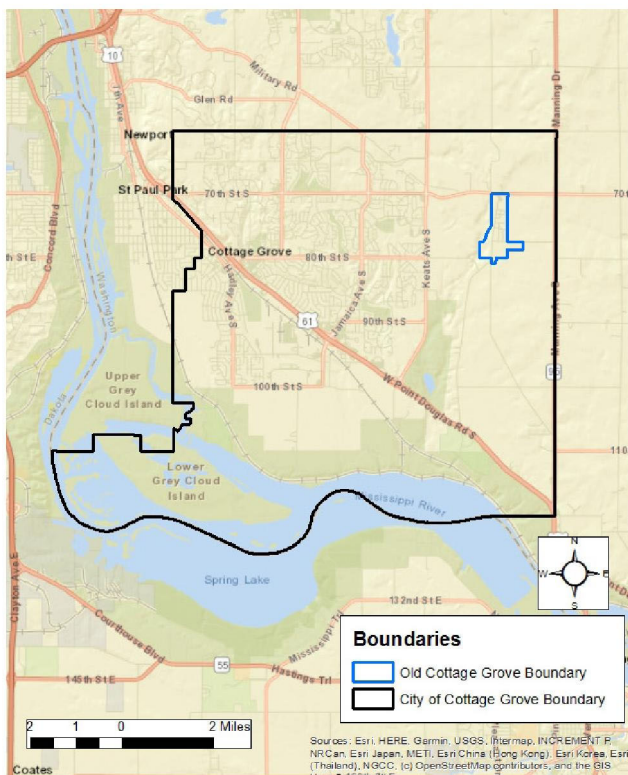
THE COMMUNITY

The students hosted a public engagement event to gauge the opinions of the residents. Postcards were sent to 148 properties in the area. The postcard included a project overview, location and date of the engagement event, and a link to an online survey. The survey received 42 responses, and the group hosted approximately 40 individuals at the event on April 4th, 2023. Responses from residents, both from the survey and the event, expressed a desire for the area to remain the same with very little to no change desired. Some felt that repurposing existing infrastructure, such as Fire Station 3, would be well received. There was also some interest in safety features for the area, such as walking or bike paths, as well as traffic slowing features for pedestrian safety.

Introduction

Nestled between the Mississippi River and the St. Croix river, the city of Cottage Grove is located twenty minutes southeast of St. Paul, Minnesota, and is outlined in black on Figure 1. The smaller, blue outline is the area known as East Cottage Grove, or Old Cottage Grove, as it will be referred to throughout, is located in the northeast corner of the City, just south of 70th Street South, east of Keats Avenue South, and west of Manning Avenue South. Old Cottage Grove is situated along Lamar Avenue South and largely characterized by its surrounding rural, residential and agricultural features.

FIGURE 1. COTTAGE GROVE & OLD COTTAGE GROVE



Old Cottage Grove was previously the downtown area and the heart of commerce for the city during its founding and has shifted toward residential development. Increasing property sales in the last five years indicate that Old Cottage Grove is a desirable location. The City of Cottage Grove is interested in providing a more comprehensive framework for future land uses and standards to support the present and future goals of the Old Cottage Grove community. This report analyzes various forms of qualitative and quantitative data along with community and government input to create a small area plan that the City may adopt to support Old Cottage Grove into the future.

Historical Context

The Washington County Historical Society has assembled accounts from when this area was first developed. According to their records, this area was originally settled in 1842. The area of Old Cottage Grove was settled by James Norris along with Joseph and Theodore Furber. The Furber's brother, John, moved to the area with his wife Isabella and shortly after they decided to open a general store. In addition to opening a general store and being savvy business owners, they built their two-story home on Lamar Avenue, as it is known today. Their house, located at 7310 Lamar Avenue South, is listed on the National Register of Historic Places due to its design and significance in the settlement of Cottage Grove.

In early 1871, two of the Furber brothers, John and Joseph, platted the village of Cottage Grove—now Old Cottage Grove—on a parcel of land in section 12. This area was home to a drug store, dry goods and grocery store, two blacksmith shops, and a wagon shop. There were two doctor's offices, those of Dr. A. H. Steen and Dr. William Furber, along with a hotel—the Cottage Grove House—and several churches. By the late 1870s, several German-speaking families settled in eastern Cottage Grove.



Image courtesy of City Staff

The area of Old Cottage Grove has a rich history from its original settlement to present day. Many structures are listed on the National Register of Historic Places and encourage the quaint feeling of the past when the area was originally settled. Residents feel the place is a desirable place to live if one is looking for more space and quiet while still being in a city with various amenities. Residents like that Old Cottage Grove is a distinct neighborhood within Cottage Grove.

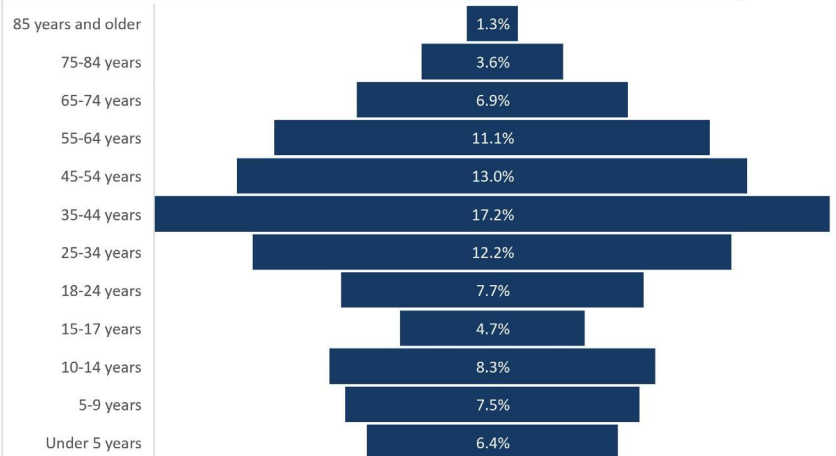
Cottage Grove Demographics

POPULATION

The following information, sourced from the 2016 - 2021 American Community Survey, highlights important information about the population of people living in the City of Cottage Grove –

- The total population is 39,926 people with approximately 12,850 households
- The population has been steadily growing over time with the City experiencing a 12.3 percent increase from 2010 to 2020
- The racial and ethnic makeup is comparable to the state with around 80 percent of the population identifying as White with 17.3 percent identifying as Of Color and 4.3 percent identifying as Hispanic or Latino
- The City is a young community with a median age of 36.5 compared to the state at 38.1 (see Figure 2 for complete age distribution)
- Over 40 percent of households have one or more children under the age of 18 years, which is almost 10 percent higher than Minnesota as a whole

FIGURE 2. AGE DISTRIBUTION, 2021



Due to the small footprint and population of Old Cottage Grove itself, it is difficult to obtain more localized data; however, Minnesota Compass' online tool is able to provide a few comparative data points for the Old Cottage Grove area –

- Approximate population of 350 people
- 91% of the population reporting as White with all others reporting as Of Color (race not specified due to data suppression)
- Old Cottage Grove has slightly more family households and slightly fewer individuals living alone compared with the city as a whole

Study Analysis

CURRENT LAND USE & ZONING

The study area is comprised of a mix of public and private land. To the east it is bordered by the Agricultural Preserve Zoning District (AG-1) and the Rural Residential District (R-1) to the north, south and west. There are four zoning districts located within Old Cottage Grove including Agricultural Preservation (AG-1), Rural Residential (R-1), Single Family Residential (R-3) and Retail Business (B-2). The (AG-1) is intended to preserve areas of high-quality soils or highly productive agricultural capability. The (R-1) district represents those areas without public utilities that are suitable for residential development. The (R-3) district aims to preserve the character of existing single-family neighborhoods and provide for additional development of single-family detached residential neighborhoods. Lastly, the (B-2) district aims to encourage retail sales and services while minimizing the negative impact to the surrounding residential neighborhoods.

These areas are designated as rural residential in the City's comprehensive plan. It is the intent that low densities be maintained in order to permit efficient re-subdivision of lots to urban densities at such future time that public utilities become available. The single-family residential district is intended to preserve the character of existing single-family neighborhoods and provide for additional development of single-family detached residential neighborhoods. The retail business district's purpose is to encourage retail sales and services while minimizing the negative impact to the surrounding residential neighborhoods. Residential properties cover the majority of Old Cottage Grove, with a handful of small, local businesses located centrally in the neighborhood.

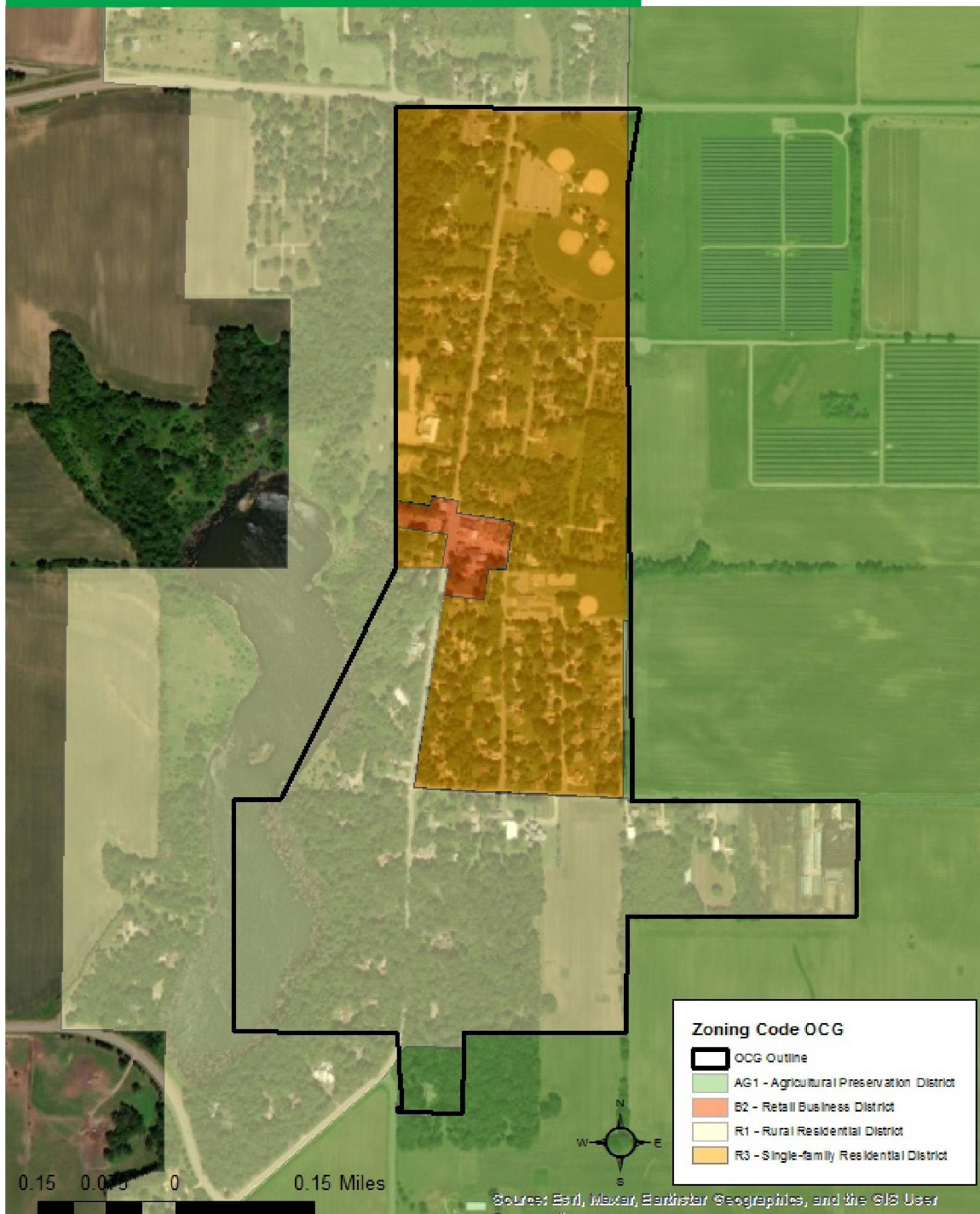


Images courtesy of City Staff



Land Use & Zoning Map

FIGURE 3. LAND USE & ZONING MAP



Housing Profile

HOUSING OVERVIEW

Old Cottage Grove is a primarily residential area with 119 units. Each of these residential units is designated as a single family dwelling unit. The housing in Old Cottage Grove is localized to South Lamar, Langly, Lawton, and Laverne Avenues and ranges from 72nd Street to 77th Street. Of the 119 residential units, 111 are homesteaded by the owner of the property. Old Cottage Grove housing units make up less than one percent of the City's total single family dwellings.

AGE OF HOUSING STOCK

The following table and graph show the age distribution of the Old Cottage Grove and City of Cottage Grove housing stock based on 2022 and 2021 data from Washington County and the U.S. Census Bureau American Community Survey (5-year), respectively. The ACS data grouped all homes built before 1939 into one category.

The oldest residential property in Old Cottage Grove was built in 1850 and the majority of housing was built between 1950 and 1990. No new homes have been built in the area since 1997 and more than 70 percent of Old Cottage Grove housing units are over 50 years old.

The median age of home in Old Cottage Grove is 72 years old, which is double the median age of homes in the City as a whole (36 years old). On average, Old Cottage Grove housing units are older than other housing units in the City.

Old Cottage Grove housing units comprise approximately 29 percent of the City of Cottage Grove's housing units built before 1934. As housing units age, they are more likely to need extensive repairs and maintenance.

Old Cottage Grove has not been a location for new housing construction in more than 20 years. The average age of housing units, however, indicates that the present development is dated compared to the City as a whole.

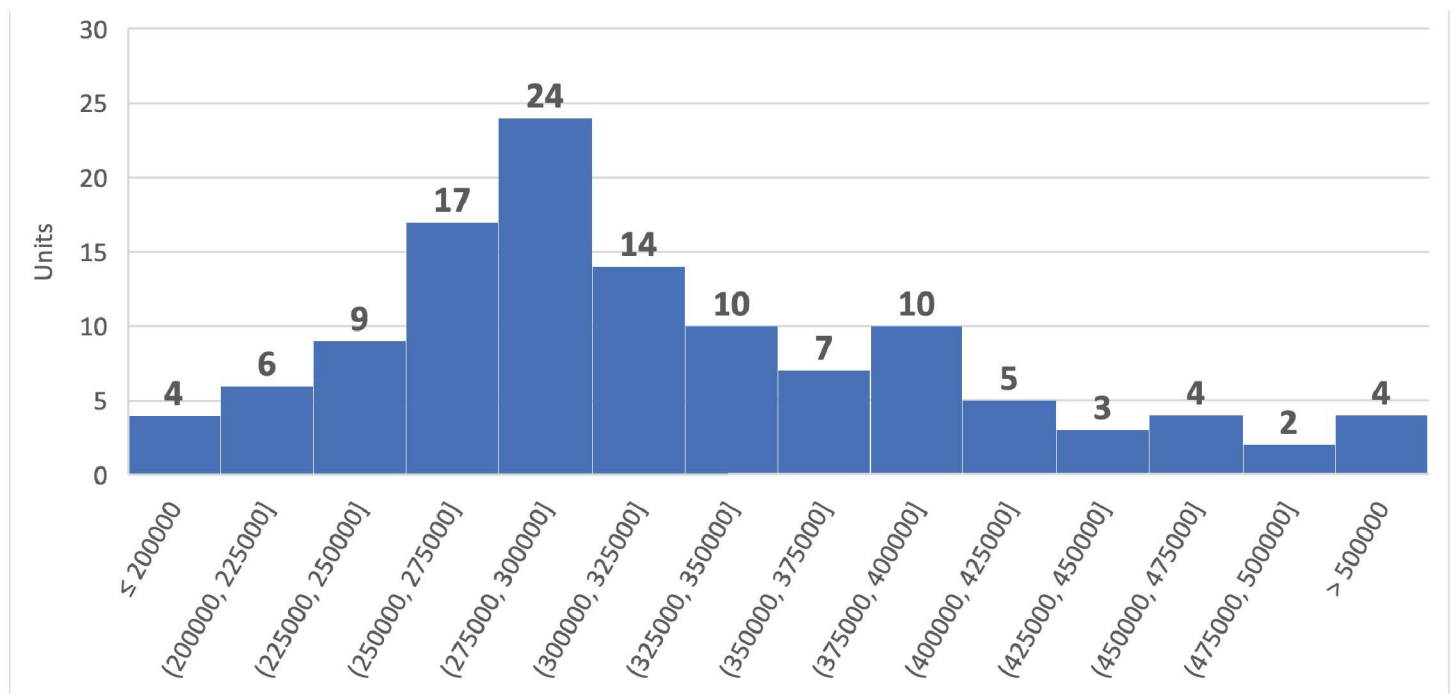
Housing Profile

VALUE OF HOUSING STOCK

The following table shows the estimated market value for housing units in Old Cottage Grove based on tax parcel data from Washington County.

The average estimated market value of a residential home in Old Cottage Grove is \$323,000. This average is 13 percent greater than the City of Cottage Grove's average estimated market value of \$282,000. The most common estimated market value in Old Cottage Grove is between \$275,001 and \$300,000. Based on the estimated market values and relative age of residential properties, Old Cottage Grove residential properties have retained their value over time, indicating the area as a smart investment.

FIGURE 3. OLD COTTAGE GROVE ESTIMATED MARKET VALUE



Housing Profile

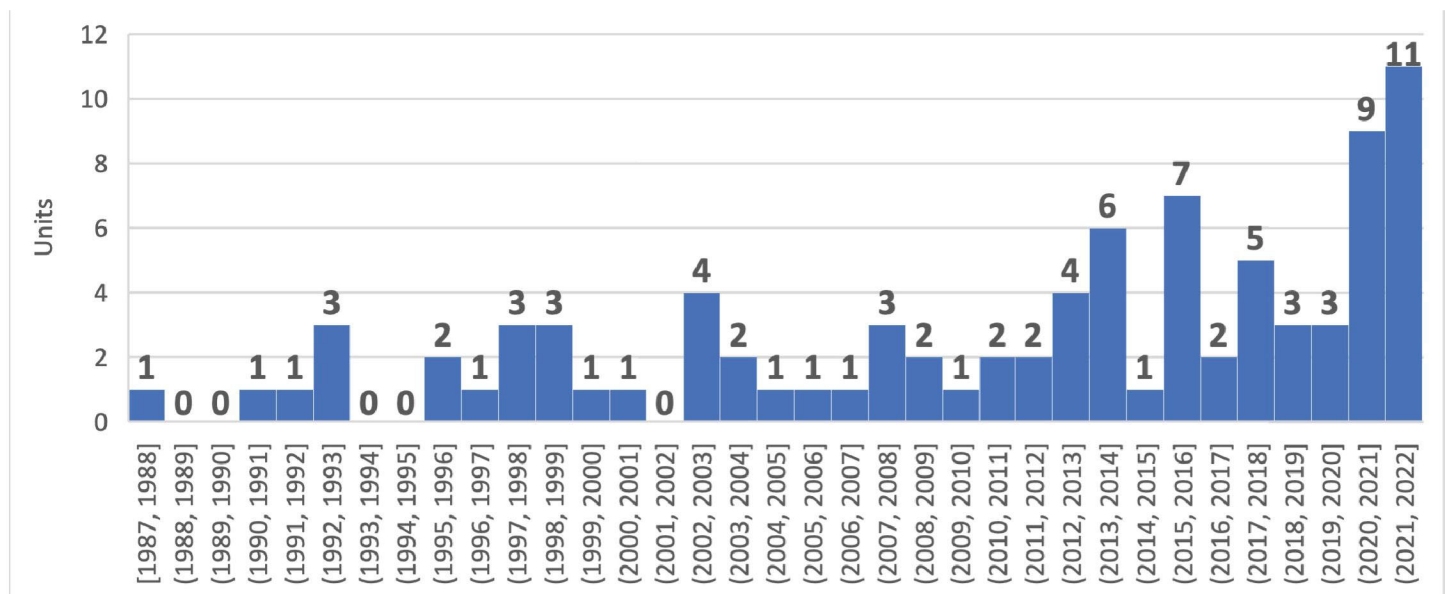
RECENT SALES

The following chart shows the most recent recorded sale for properties in Old Cottage Grove based on parcel data from Washington County.

- Housing unit sales in Old Cottage Grove have fluctuated since 1987 though sales have dramatically increased in 2020 and 2021.
- Recent trends in property sales indicate that the current mix of housing in this particular location is desirable to potential buyers.
- Fifty-one of the neighborhood's 119 residential properties have had a recorded sale in the last 10 years, indicating some turnover in the residential property ownership. This number represents 43% of the residential properties in the neighborhood.

Note: This information does not reflect multiple sales of a single property over this time period. This information also does not reflect if a property was placed on the official market or if a sale was registered to transfer the title to a new owner.

FIGURE 4. OLD COTTAGE GROVE RECENT HOME SALES, 1987 - 2022



Housing Profile

HOUSING SUMMARY

Housing plays an important role in how residents experience their community. In Old Cottage Grove, the housing stock is older than the City of Cottage Grove on average while still maintaining a higher average estimated market value. Recorded sales have been trending upward in the past few years compared to the 10 years prior, indicating that Old Cottage Grove is desirable as a place to live and that there has been a high percentage of turnover in property ownership. As most properties in Old Cottage Grove are single family residential homes, future land use guidelines for the neighborhood should incorporate standards that support quality housing for residents. Housing is a major land use in Old Cottage Grove and City guidelines can support mindful adaptations in residential properties for the community.



Image courtesy of City Staff

Economic & Employment Profile

ECONOMICS & EMPLOYMENT OVERVIEW

The City of Cottage Grove values its businesses and their importance to the City's and its residents' economic prosperity. Key indicators such as income, educational attainment, labor force statistics, and unemployment rate point to a prosperous and growing community.

The key points below, compiled using the MnCompass as well as data from the Minnesota Department of Employment and Economic Development's Quarterly Census of Employment and Wages, provide a brief overview of the economic and employment profile of Cottage Grove as a whole. Unfortunately, it is difficult to obtain data specific to the area of Old Cottage Grove due to its small size and connection with the larger city.

KEY POINTS

- The median household income (\$108,881 in 2021) is significantly higher than the state as a whole (\$77,706 in 2021)
- The civilian labor force was 20,371 in 2021 with a low unemployment rate of 2.2 percent in March of 2022
- The labor pool is highly educated and comes from a diverse background of training from some college or associate's degrees (33.3%) to bachelor's degrees (28.6%) to Graduate or professional degrees (11%)
- A majority of residents are employed outside of the city
- There are 548 establishments that provide around 9,500 jobs

Old Cottage Grove itself has a few establishments within its boundaries, including: Boondocks Vintage Boutique, Gerlach Service, Historic Furber Farm, and numerous in-home occupations. Many of these business types are what many might consider rural specialty stores which have been in business for some time but do not make the area self-sufficient.

Community Perspective

Community involvement is an essential aspect of this Small Area Study. Not only is it an opportunity for local community planning to involve Old Cottage Grove residents, it also helps to ensure success in the implementation of any preceding plans. In addition to the community profiles presented above, resident input is key to understanding the current state of Old Cottage Grove. Responses from engagement opportunities were also used to guide the desired use and form as well as the study recommendations presented below.

ENGAGEMENT METHODS

In order to notify residents of this Small Area Plan and to invite them to provide their input, postcards were sent to the 148 properties within the Old Cottage Grove study area. These postcards included a brief overview of the project, information about an open-house community engagement event, and a link to an online survey. In total, approximately 50 people attended the open house which was hosted on April 4th at Cottage Grove City Hall from 5 to 7pm and 41 survey responses were received. The engagement prompts and responses are summarized below in two categories: the current state of Old Cottage Grove and the desired use and form of the area. See detailed engagement materials in the appendix.

CURRENT STATE & DESIRED USE

The following sections provide a general assessment of the current state and desired use of Old Cottage Grove based on the responses given by residents within the study area in 2023. The responses suggest an opposition to new development, however, some respondents supported retrofitting existing structures to fit a new purpose. Others suggested smaller changes, particularly referring to the connectivity of infrastructure and safety along Lamar Ave.

Community Survey

COMMUNITY SURVEY RESPONSES

Nearly half of survey respondents (49%) have resided in Old Cottage Grove for 20 years or longer, followed by those who have resided in the neighborhood for 6 - 10 years (17%), and 0 - 5 years (17%). The age of survey respondents varied, with the largest age cohort, those 35 to 44 years, representing roughly a quarter of those who took the survey, followed by those aged 45-54 and 55-64 years, representing just over 17 percent. Those 65 to 74 years and 25 to 29 years, shared the third highest participation in the survey with roughly 12 percent.

When prompted to select the characteristics that described their neighborhood, most survey participants said the study area provides adequate access to public spaces (87%), allows for clear sight lines for safety (76%), is well marked with street signs (82%), and is clean and well maintained (76%). Just over 60 percent of respondents said shop storefronts remain well-kept and attract customers. When prompted regarding the availability of community services, retail development, and economic opportunities, these options were not as frequently identified by participants. Fewer than 60 percent of respondents indicated the availability of community services, retail development, and street lighting in the study area while roughly 40 percent of respondents indicated availability of various types of employment opportunities. Interconnectivity of streets, trails, and sidewalks also fell behind other characteristics, at roughly 63 percent.

When asked, "In my neighborhood, I am easily able to ...", all participants selected the option, "travel by car". Nearly all participants said they were able to connect with their community and neighbors. Over 80 percent of participants said they were easily able to participate in recreational activities, and roughly 80 percent of participants said they were easily able to travel by foot and/or bike. When prompted to select characteristics of housing in the study area, nearly all respondents indicated a variety of housing options that suit a variety of lifestyles and needs. Over 80 percent of respondents suggested housing is in good condition and is affordable to households making a variety of incomes. Just under 75 percent of respondents indicated housing within the study area provides lifecycle housing.

Community Survey

COMMUNITY SURVEY RESPONSES

When asked, "Do you think there is a need for more community services for residents in your neighborhood?", just over 80 percent of respondents answered no, while roughly 18 percent answered yes or maybe. When asked, "Do you think there is a need for more economic opportunities for residents in your neighborhood?", just over 80 percent answered no, while a little less than 20 percent answered yes or maybe.

When asked, "What type(s) of housing opportunities, if any, do you believe would benefit your neighborhood?", only 10 of the 42 survey respondents answered this question. Of the 10 who answered, all were in favor of single family housing. It is possible that of the residents who did not participate in this question, some may not have found an answer that reflected their interest for their neighborhood or wanted an option for "no housing," which was not provided. In addition, single family attached, affordable housing, and 55 + housing each received one vote from different individuals.

When asked, "What type(s) of community services and/or economic opportunities, if any, do you believe would benefit your neighborhood?", 27 of the survey participants responded. Of those who participated, roughly 70 percent supported open space and more than half supported trail connections. Of the economic opportunities listed, the most popular were a coffee shop (44%), ice cream parlor (30%), and a restaurant (26%). Very few residents voted for a convenience store (15%), gas station (7%), or child care facility (4%) and no participants voted for a laundromat or bank. As mentioned above, it is possible that those who did not participate in this question may not have found an option that reflected their interests or needs in the neighborhood, or wanted an option for "none," which was not provided.

Community Survey

COMMUNITY SURVEY RESPONSES

On the open response prompt at the end of the survey, a number of residents responded stating they “like the small town feel [or county feel] of Old Cottage Grove and would like to keep it that way.” And that, in general, the Old Cottage Grove neighborhood provides them with the laidback, rural lifestyle they desire while still being in close proximity to retail and economic opportunities in town. For example, one respondent said, “We want to keep the small town agricultural feel of our neighborhood which is quiet and gives children a chance to grow and play. We all love being our own little community that can access any needs within a mile.”

Of those who responded:

- Open Response #2: “I would like to see better trail connectivity to this community, trails are close but stop a little short of the community.”
- Open Response #17: “I would never want this community to end up having more cookie-cutter type houses or apartments in the area. ... We recently had a small boutique open up in the area, Boondocks, and it has been an amazing addition to the whole neighborhood. I think it would be amazing to have a coffee shop, restaurant, and/or ice cream shop in the area as well. ... I think the only other thing that would potentially make this area better would be to have sidewalks.”
- Open Response #27: “A speed bump or something to slow cars down (maybe one of radar blinking signs?) on 77th St S would be nice. Motorcycles and trucks fly through this area (both ways). It would make it a lot safer to walk along this section.”
- Open Response #40: “As long as the area is being used as farmland, I think that is the most beneficial way to keep it. If it were to no longer be used for farming I believe that it would best serve our community as some sort of a conservation property, similar to Belwin in Afton. A small dirt parking lot could be put in off of Manning and mowed walking paths for people to get out and enjoy nature and the peace and solitude that comes with grasslands and conservation properties.”

Engagement Event

COMMUNITY PARTICIPATION

When provided with Small Area Study examples in Minnesota, residents of Old Cottage Grove were largely in opposition to the concepts and images depicted. The examples included Historic downtown Lakeville, downtown Monticello, and the Vermillion Street Corridor Study in Hastings. However, a few residents did show support for lighting and other public infrastructure elements.



Image courtesy of City Staff

When asked, "What makes a great place?", most residents responded to the images shown rather than the concepts provided (see Open House Board images in Appendix C through E). Residents indicated opposition to larger structures and commercial buildings and were more inclined to favor public infrastructure like sidewalks, street lights, and open space. When provided with a Land Use Map of Old Cottage Grove, a few residents shared the need for greater walkability infrastructure. For example, one resident suggested there be a safe way for residents to get from where Lamar Avenue South is intersected by 70th Street S to where Lamar Avenue South begins again, north of 70th; a few other residents supported this comment.

Engagement Event

COMMUNITY PARTICIPATION

When provided with example features for the desired use and form of the Old Cottage Grove neighborhood, most residents showed opposition to all examples provided. However, the features most palatable to residents were traffic slowing features, dining, parks and open space, trail connections, and single family housing. Some of the responses from residents at the open house were inconsistent with the results of the survey and, in part, the conversations they were having amongst each other during the event. This indicates some conflict and variation in residents' vision for the area.

When asked, "What is your vision for this area?," many residents mentioned that they enjoy the country feel Old Cottage Grove provides and would prefer to keep the neighborhood in its current state. However, a handful of residents suggested repurposing existing features in their neighborhood, specifically the existing fire station. In regards to new construction, this was opposed by most residents, some suggesting that new housing would make the neighborhood feel "crowded". In addition, a few residents voiced opposition to adding speed limit signs (traffic slowing features) and street lights, and a mom and pop style small businesses.



Image courtesy of City Staff

Engagement Event

COMMUNITY PARTICIPATION

When asked, “What do you envision in Old Cottage Grove?”, many residents were opposed to making any changes to their neighborhood, though some residents supported a few of the uses provided as an example. While most residents would prefer to see no changes to the neighborhood, the most supported uses would be pedestrian and bicycle infrastructure, small service store(s), or safety improvements, if any changes were to be made.



Image courtesy of City Staff

Overall Concepts

ENGAGEMENT TAKEAWAYS

The residents of Old Cottage Grove are generally opposed to changes that do not reflect, nor support the individuals which it would serve. For example, commercial businesses that would disrupt the daily lives of residents like Airbnb or VRBO, were opposed in the survey as well as during the engagement event. However, small businesses like a coffee shop or an ice cream parlor - mom and pop shops - that would primarily support and serve the residents in the neighborhood, would be a more palatable option for any future commercial development.

Most residents were opposed to new housing, suggesting that it would cause the neighborhood to become "crowded". However, when asked what forms of housing types would be preferred, the most accepted option were single family homes. The general consensus is that single family homes would be the most suitable option for any future residential development in this neighborhood, so as not to overcrowd the area and existing features. Residents indicated larger lot sizes such as R-1, Rural Residential, which have a minimum lot size of 3 acres, provide the preferred low density housing.

Any repurposing of existing facilities would be preferable to building new, so as to keep the existing feel while reinvesting in the neighborhood. Many residents explicitly referred to the existing Fire Station, suggesting it could be repurposed to fulfill its original goal to serve the community.

Safety and connection were consistent themes for residents. Infrastructure developments considered for this neighborhood should look to provide greater connectivity along Lamar Avenue and to the rest of the city. In reference to traffic safety, traffic slowing features should be considered, but not as to impede upon the existing farming businesses and their equipment that would need to be able to access these roads.

Study Recommendations

SUGGESTED ACTION

The neighborhood of Old Cottage Grove is a unique area in the City of Cottage Grove. Its proximity to agriculture and distance from the hustle and bustle of the City's commercial areas are important factors to the residents; factors they do not want to see changed. Residents love the slower pace and personal space they can access by living in Old Cottage Grove. Preservation, compatibility with the existing neighborhood, and services intended for current residents over attracting non-residents were recurring themes among community members.

Based on our findings, we believe the City should consider the following recommendations:

CHANGE THE BUSINESS DISTRICT ZONING IN OLD COTTAGE GROVE FROM B-2 TO B-1

Purpose: At the open house, Old Cottage Grove residents voiced concern about the types of businesses that could be allowed in the area. Therefore, the City should consider updating the business district zoning in Old Cottage Grove to allow low intensity business uses while mitigating more intense uses. Rezoning this area could address the concerns among community members that potential new businesses will not be complementary to the neighborhood's character.

Impact: The Limited Business District's (B-1) permitted and conditional uses are more selective than the Retail Business District, B-2. For example, B-1 district uses do not include higher intensity uses such as a hotel, indoor commercial recreation facility, or a restaurant with a drive-up window. However, these are included as permitted or conditional uses in a B-2 district. B1 uses are better aligned with the lower density existing uses in Old Cottage Grove than B-2.

Study Recommendations

ESTABLISH NEIGHBORHOOD BUSINESS STANDARDS FOR OLD COTTAGE GROVE

Purpose: Based on the open house and survey feedback from community members, the City should consider establishing neighborhood business standards to control the impact and intensity of business uses in the neighborhood. This would ensure that businesses in the area benefit the local residents and do not alter the character of the neighborhood.

Proposed Standards:

- Establish building design standards that are complementary to the existing buildings and residential uses for new construction as well as adaptive reuse of existing structures in the community.
- Set sign and screening regulations to ensure business development does not negatively impact the residential occupants.
- Recommend Old Cottage Grove parking, loading, lighting, pedestrian, and landscaping conditions to help preserve the character of the neighborhood while accounting for the possible needs of businesses.

ESTABLISH RESIDENTIAL NEIGHBORHOOD STANDARDS FOR OLD COTTAGE GROVE

Purpose: Community members are interested in preserving the current residential character in the neighborhood which includes large lots with space between neighboring homes. The City should consider establishing residential neighborhood standards to support local residents and the area's characteristic low density housing.

Proposed Standards:

- Standardize appropriate accessory uses in Old Cottage Grove residential districts to prohibit Airbnbs or Vacation Rental by Owner (VRBOs).
- Recommend housing use types and building design standards to manage residential construction with intent and cohesion with the current environment.
- Maintain separation between residential properties as well as properties with business uses.

Implementation

IMPLEMENTATION

Implementation of these recommendations is up to the City's discretion given the information outlined in this report. Future next steps include reviewing Old Cottage Grove for properties that are candidates for adaptive reuse and evaluating potential trail connections in the study area. These steps came from conversations with Old Cottage Grove residents and could lead to future opportunities for the City to enhance the current environment with attention to the neighborhood character.

The Old Cottage Grove neighborhood is a long-standing part of the City of Cottage Grove and it remains a desirable community for young families and long-term residents alike. Residents value the space, quiet, and proximity to a slower agricultural way of life as well as the access to the busier side of the city. The neighborhood remains a majority residential community with long-standing businesses that are associated with local residents. Based on our research and community engagement findings, the City should maintain the neighborhood character of Old Cottage Grove by preserving existing residential uses and mitigating business uses that are not complementary to the unique community. Old Cottage Grove is a strong residential community and addressing business uses and residential density could help support the neighborhood in the present and into the future.

Appendix A

OUTREACH POSTCARD



Open House: Creating a Vision for Old Cottage Grove



HUMPHREY SCHOOL
OF PUBLIC AFFAIRS
UNIVERSITY OF MINNESOTA



HUMPHREY SCHOOL
OF PUBLIC AFFAIRS
UNIVERSITY OF MINNESOTA

Appendix B

OUTREACH POSTCARD

**Open House:
Tuesday, April 4th, 2023
5 - 7 p.m.
Cottage Grove City Hall**

Graduate students from The University of Minnesota Urban and Regional Planning program have partnered with the City of Cottage Grove to develop a Small Area Plan for Old Cottage Grove. Resident input is an essential component to successfully creating and implementing a Small Area Plan. We invite you to complete the survey below and/or attend the Open House.

Link to survey:

<https://tinyurl.com/yeyr97p3>



HUMPHREY SCHOOL
OF PUBLIC AFFAIRS
UNIVERSITY OF MINNESOTA

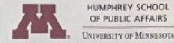


HUMPHREY SCHOOL
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UNIVERSITY OF MINNESOTA

Appendix C

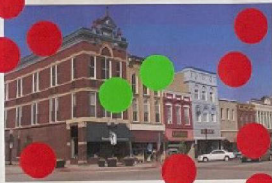
OPEN HOUSE BOARDS

Examples of Small Area Studies in MN



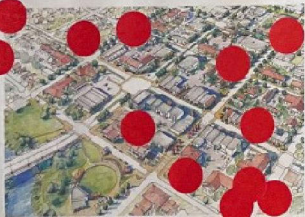
Vermillion Street Corridor Study - Hastings

- » Laid out potential development plans
- » Looked at future housing, transportation, and economic needs
- » Identified potential funding sources and evaluated cost to city
- » Outlined historic buildings in business districts



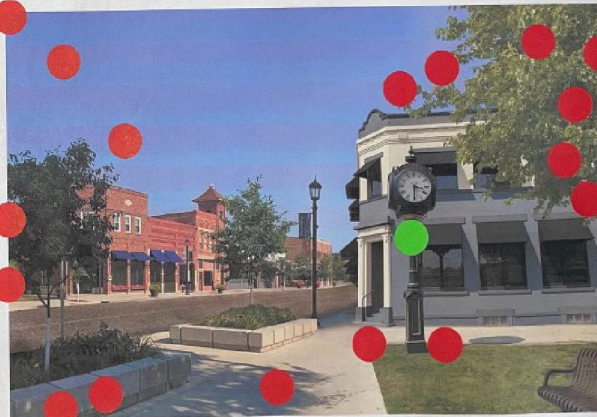
Downtown - City of Monticello

- » Clear vision and strategy for revitalizing downtown
- » Improved streetscape for all users
- » Small and medium scale investments
- » Become a river town



Historic Old Downtown Lakeville - City of Lakeville

- » Reviewed existing conditions and businesses
- » Examined parking needs and projections
- » Laid out potential future development scenarios
- » Reviewed transportation and population trends for the area and the greater metropolitan area
- » Looked at existing economic household spending patterns
- » Broke down public engagement response



Appendix D

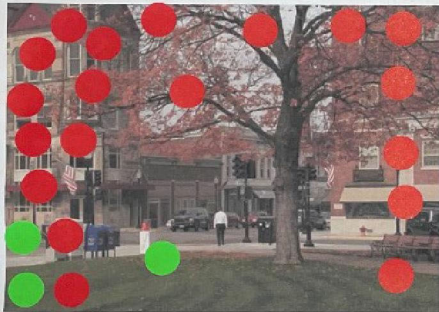
OPEN HOUSE BOARDS

Engaging With Community Members

A small area study is not possible without local involvement and contribution. Community member perspectives are essential to the small area study process and the success in the implementation of any preceding plans. Contributing to a small area plan study is a great way to get involved in local community development and share your vision for the future state of your neighborhood.

What makes a great place?

Old Cottage Grove is unique within the larger City of Cottage Grove as well as in the state of Minnesota. People in the past and present contribute to the character of a neighborhood. Use the dots to indicate which of the following concepts you feel resonate the most with Old Cottage Grove.

Uses and Activities - Active, Useful, Special	Sociability - Neighborly, Welcoming, Pride
	
Comfort and Image - Historic, Safe, Sittable	Access and Linkages - Connected, Walkable
	

 Cottage Grove
Where Pride and Prosperity Meet

Appendix E

OPEN HOUSE BOARDS

Applying Desired Use & Form

Use colored dots to identify the following features you would like to see in Old Cottage Grove. Think about what assets are currently present in the neighborhood, what makes the neighborhood special, and what the neighborhood needs. Alternatively, think about features that the neighborhood does not need and would be incompatible with Old Cottage Grove.

Infrastructure - What types of streetscape improvements do you believe are most appropriate for the area?

Sidewalks	Traffic Slowing Features	Streetlights	Directional Signage
Many red dots	Many green dots	Many red dots	Many red dots

Businesses - What types of commercial activities do you believe are most appropriate for the area?

Office	Retail	Dining	Entertainment	Other
Many red dots	Many red dots	Many green dots	Many red dots	Many red dots

Public Services - What types of public service improvements are most appropriate for the area?

Community Gathering Space	Park/Open Space	Trail Connections	Other
Many red dots	Many red dots	Many red dots	Many red dots

Housing - What types of housing you believe are most appropriate for the area?

Single Family	Townhome/Duplex	Senior Living	Rental
Many red dots	Many red dots	Many red dots	Many red dots



Appendix F

FIGURE 5. LENGTH OF RESIDENCY (YEARS)

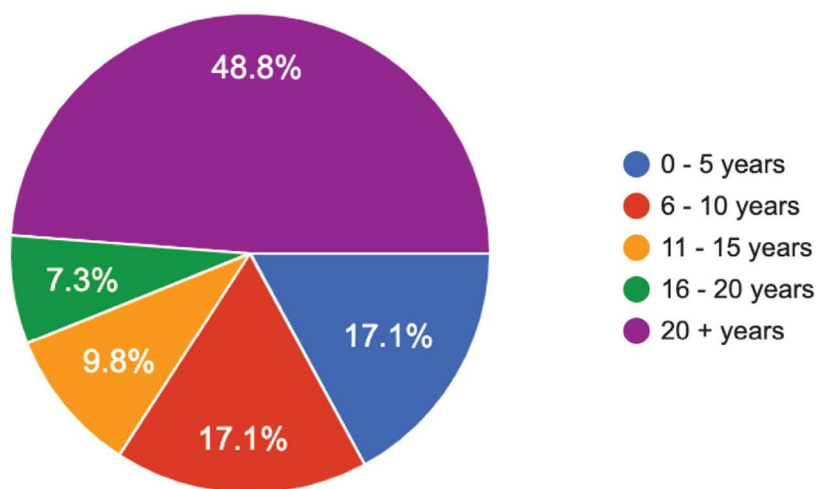


FIGURE 6. SURVEY AGE DISTRIBUTION

