



COTTAGE GROVE CITY COUNCIL
12800 RAVINE PARKWAY SOUTH
COTTAGE GROVE, MINNESOTA 55016
COUNCIL CHAMBER - 7:00 PM

June 18, 2025

- 1 Call to Order
- 2 Pledge of Allegiance
- 3 Roll Call
- 4 Open Forum
- 5 Adoption of Agenda
- 6 Presentations
 - A Sergeant Promotion - Swearing In and Badge Pinning of Officer Matt Sorgaard
Staff Recommendation: Allow the Swearing In (Oath) and Badge Pinning of Matt Sorgaard to the Position of Sergeant.
 - B Strawberry Festival Presentation
Staff Recommendation: Receive Strawberry Festival presentation.
- 7 Consent Agenda
 - A City Council Special Meeting Minutes (2025-05-21).
Staff Recommendation: Approve the May 21, 2025, City Council Special Meeting Minutes.
 - B City Council Regular Meeting Minutes (2025-05-21)
Staff Recommendation: Approve the May 21, 2025, Regular Meeting Minutes.
 - C Parks, Recreation and Natural Resources Commission Meeting Minutes (2025-05-12)
Staff Recommendation: Approve the May 12, 2025, Parks, Recreation and Natural Resources Commission Meeting Minutes.
 - D Advisory Committee on Historic Preservation Minutes (2025-04-08)
Staff Recommendation: Accept and place on file the minutes from the April 8, 2025, meeting of the Advisory Committee on Historic Preservation.
 - E Convention and Visitors Bureau Meeting Minutes (2024-11-26)
Staff Recommendation: Approve November 26, 2024, Convention and Visitors Bureau Meeting Minutes.
 - F Approval of Rental Licenses
Staff Recommendation: Approve the issuance of rental licenses to the properties listed in the attached table.
 - G 2025 Strategic Plan Mid-Year Update
Staff Recommendation: Receive the 2025 Strategic Plan mid-year update.
 - H 2024 CVB Annual Report
Staff Recommendation: Approve the 2024 CVB Annual Report.

- I Capital City Regional Firefighters Association Reciprocal Fire Service Agreement
Staff Recommendation: Approve the Reciprocal Fire Service Agreement with the Capital City Regional Firefighters Association.
- J Urban Area Security Initiative Grant Acceptance
Staff Recommendation: Authorize Public Safety to accept up to a \$7,500 UASI grant to fund the purchase of water rescue equipment and to accept up to a \$9,830 UASI grant to fund the purchase of hazardous materials air monitors through the Washington County Department of Emergency Management.
- K Authorization to Accept MN DPS Auto Theft Grant and Execute Flock Service Agreement
Staff Recommendation: 1) Approve Flock/LPR camera Master Services Agreement. 2) Accept \$18,000.00 from the Automobile Theft Prevention Grant Award over 2 years.
- L Professional Services Contract with Humeratech Integrated Building Solutions
Staff Recommendation: Approve the professional services contract with Humeratech for the City of Cottage Grove buildings in the amount of \$7,430.40.
- M TG-14 Pond Improvements Final Payment
Staff Recommendation: Adopt Resolution 2025-086 approving the final payment for the TG-P14 Pond Improvements Project to Northern Lines Contracting in the amount of \$90,492.33.
- N Intermediate Zone Water Treatment Plant Testing Services Proposal Award
Staff Recommendation: Adopt Resolution 2025-085 accepting Braun Intertec's proposal to provide testing services for the Intermediate Zone Water Treatment Plant Project for the total amount of \$269,498.00.
- O Utility and Engineering Building Change Order #7
Staff Recommendation: Approve Change Order #7 for the Utility and Engineering Building which results in a reduction in project costs in the amount \$6,981.60.
- P Park Naming Request - Roger & Myra Peterson Park
Staff Recommendation: Authorize Resolution 2025-087 naming the future neighborhood park at Robert's Lake "Roger & Myra Peterson Park."
- Q Glacial Valley Park Improvement Final Payment
Staff Recommendation: Adopt Resolution 2025-090 approving the final payment in the amount of \$113,120.05 to SunRam Construction, Inc. for the Glacial Valley Park Improvements Project.
- R Planning Commission Appointment (Stechmann)
Staff Recommendation: Appoint John Stechmann to fill an unexpired term on the Planning Commission ending on February 28, 2027.
- S Water Tower Antenna Lease Agreement – T-Mobile 81st Street Water Tower Site
Staff Recommendation: Approve the Antenna Site Lease Agreement with T-Mobile at the 81st Street Water Tower.
- 8 Approve Disbursements
 - A Approve Disbursements
Staff Recommendation: Approve disbursements from 05-30-2025 through 06-12-2025 in the amount of \$1,597,795.82.
- 9 Public Hearings
 - A Mississippi Landing 1st Addition Easement Vacation
Staff Recommendation: 1) Hold the public hearing. 2) Adopt Resolution 2025-088 vacating, rescinding, terminating and releasing certain easements over Outlot I in Mississippi Landing 1st Addition.
- 10 Bid Awards
 - A Intermediate Zone Water Treatment Plant - Bid Award
Staff Recommendation: Adopt resolution 2025-084 awarding the Intermediate Zone Water Treatment Plant

Project for the Base Bid and Alternate 1 to Rice Lake Construction Group, in the total amount of \$90,135,600.00

B 2025 Sewer Lining - Bid Award

Staff Recommendation: Adopt Resolution 2025-089 awarding the 2025 Sewer Lining Project to Hydro-Klean, LLC for the Total Base Bid Amount of \$779,748.90.

11 Regular Agenda

A Tobacco/THC Compliance Check Violation

Staff Recommendation: 1) Allow a HighNorth Dispensary business representative to respond to the City Council regarding the Cannabinoid & Low Potency THC, underage sale compliance check violation occurring May 21, 2025. 2) Approve Resolution 2025-093, imposing the scheduled penalty for the 2nd violation in a 24-month period of a \$1,000 fine plus a three-day suspension.

B Real Estate Equities – Comprehensive Plan Amendment, Rezoning, and Site Plan Review

Staff Recommendation: 1) Adopt Resolution 2025-082 approving an amendment to the 2040 Comprehensive Plan to re-guide a 4.7-acre parcel from Medium Density Residential to High Density Residential, and authorize staff to submit the amendment to the Metropolitan Council. 2) Adopt Ordinance No. 1101 approving a zoning amendment to change the zoning of the 4.7 acres from AG-2, Agriculture, to R-6, High Density Residential, contingent on the Metropolitan Council's approval of the associated Comprehensive Plan Amendment. 3) Adopt Resolution 2025-083 approving the Site Plan Review for a 164-unit, four-story, affordable-rate, multifamily apartment building on an approximate 4.7-acre parcel located on the north side of the 100th Street and Hadley Avenue intersection. 4) Adopt Resolution 2025-092 supporting local affordable housing aid.

12 Council Comments and Requests

13 Workshops - Open to Public

A National Community Survey Report - POLCO

Staff Recommendation: Receive National Community Survey Report.

14 Workshops - Closed to Public

A Performance Evaluation - Jennifer Levitt, City Administrator

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

15 Adjournment



City Council Action Request

6.A.

Meeting Date	6/18/2025		
Department	Public Safety		
Agenda Category	Presentation		
Title	Sergeant Promotion - Swearing In and Badge Pinning of Officer Matt Sorgaard		
Staff Recommendation	Allow the Swearing In (Oath) and Badge Pinning of Matt Sorgaard to the Position of Sergeant.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>Oath of Office</td></tr></table>	1.	Oath of Office
1.	Oath of Office		



OATH OF CITY OFFICER

STATE OF MINNESOTA

COUNTY OF WASHINGTON

CITY OF COTTAGE GROVE

I, Matthew L. Sorgaard, do solemnly swear that I will support the Constitution of the United States and of the State of Minnesota, and faithfully discharge the duties of the position of Police Sergeant for the City of Cottage Grove in the County of Washington and State of Minnesota, to the best of my judgement and ability. So help me God.

Signature

Subscribed and sworn before me this 18th day of June, 2025.

Jennifer Levitt, City Administrator



City Council Action Request

6.B.

Meeting Date	6/18/2025
Department	Administration
Agenda Category	Action Item
Title	Strawberry Festival Presentation
Staff Recommendation	Receive Strawberry Festival presentation.
Budget Implication	N/A
Attachments	None



City Council Action Request

7.A.

Meeting Date	6/18/2025		
Department	Administration		
Agenda Category	Action Item		
Title	City Council Special Meeting Minutes (2025-05-21).		
Staff Recommendation	Approve the May 21, 2025, City Council Special Meeting Minutes.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>2025-05-21 City Council Special Meeting</td></tr></table>	1.	2025-05-21 City Council Special Meeting
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COTTAGE GROVE CITY COUNCIL

12800 RAVINE PARKWAY SOUTH

COTTAGE GROVE, MN 55016

TRAINING ROOM - 6:15 P.M

May 21, 2025

1. CALL TO ORDER

The City Council of the City of Cottage Grove, Washington County, Minnesota, held a Special Meeting on May 21, 2025, at Cottage Grove City Hall, 12800 Ravine Parkway. Mayor Bailey called the meeting to order at 6:15 p.m.

2. AGENDA

A. Cable Commission Presentation

Staff Recommendation: Receive a presentation from the South Washington County Telecommunications Commission and offer feedback.

Mayor Bailey said Ann Schweisguth and Lonnie Garland are here to kick it off, and we'd like to welcome you.

Ann replied thank you, Mayor, Council, and staff members. Well, we have an update from our organization and of course we brought a video; so, we're going to play the video and then we're happy to answer any questions you may have. Video highlights:

- After a rebranding process in 2024, we are excited to have a new name and brand identity: TrueLens Community Media.
- No matter what we are called, though, we will still provide the same reliable services to our member cities of Woodbury, Cottage Grove, St. Paul Park, Newport, and Grey Cloud Island Township.
- In 2024, we aired on cable TV and streamed online 153 City Meetings, completed 217 video productions, and those videos received almost 300,000 views.
- Our talented team of multimedia producers received eight (8) National Awards, including a Regional Emmy for a video called "A Friendly Wave." This was the highest-viewed video of the year with over 116,000 views across YouTube and social media.
- Our technical team, along with providing maintenance for A-V equipment in various municipal buildings, also experienced several A-V projects: The City of Woodbury received new microphones in their Public Safety Roll Call room, new video-conferencing cameras at Public Works, an A-V remodel at Eagle Valley Golf Course, first installment investment into new A-V at Central Park, and an engineering design for their Water Treatment Plant. The City of Cottage Grove received A-V for the new Glacial Valley Park and Utility and Engineering Buildings, as well as updated equipment in the Public Safety Roll Call room and conference rooms.
- TrueLens Community Media is funded primarily through cable franchise and paid public education and government fees. The Commission renewed the cable franchise with Comcast in February 2024, and changed the paid fee to 2%; this resulted in a significant increase of \$266,534 from paid revenue. Franchise revenue, however, decreased by \$108,735. Our expenses were down 1.1%, and we brought in almost \$50,000 from outside sources like studio rental and video production services.
- The Board of Directors added more than \$500,000 to our Relocation Fund to pay for our upcoming facility move to Woodbury Central Park. We have been working with Kraus-Anderson, Wold Architects and Engineers to create and plan for our relocation in late 2025/early 2026 to this community facility.

- The new location will feature a slightly-larger studio, additional office space, building amenities, and a new radio podcast room, which will be where we will launch our new low-power FM radio stations: WWBY and WGRO. We will hit the air waves in 2026 and feature music, local podcasts and talk shows, and possibly local sports.
- As we continue to focus on creating quality video and audio content and provide information to the public, we also need to take time to look at potential future budget shortfalls. We continue to see a decline in franchise revenue and have concerns with broadband companies using the City Rights-of-Way. During the 2025 legislative session, we have been supporting two Bills to help community media funding: Equal Access to Broadband Act and a one-time request for funding from the Cultural Heritage Fund.
- Thank you to our incredible employees of talented producers and technical staff, and thank you to the dedicated Commission directors, who represent our member cities and provide us equal feedback and direction.
- To learn more about us, go to truelensmedia.org.

Ann said we kept it nice and concise this year, just an update: Those two pieces of legislation did not pass this session; Mayor Bailey said nothing really did. Ann said so, we'll continue that, probably next year on looking at those sources. So, we're happy to answer any questions.

Mayor Bailey asked so what is your take with the franchise fee thing happening, or you said it's decreasing going forward?

Ann replied the franchise fee, you know, we saw maybe a \$108,000 decrease. It goes up and down, which is interesting: The first quarter of this year, we saw a 6% increase in the franchise fee. So, where it goes at the end of the year, we'll talk about that next year, but yeah, if it continues to keep going down at that rate, obviously that's a significant problem. So, we continue to look at all other options.

Council Member Olsen asked are you looking at subscriber count? Ann replied yes. Council Member Olsen asked and what does the subscriber count look like in relation to the fee, is it greater than or less than in terms of an overall percentage drop?

Ann replied I'd have to look at that again to give you an exact, but the subscriber is going down.

Council Member Olsen said right, and the reason I ask is my recollection from the time on the commission is that, too, kind of did a little bit of this, right? And it almost seems like when there's some sort of special opportunity for tapping into the cable network for internet access and combining that at a special rate with cable television, we see a little blip, and then it goes back down. Because I think as we continue to add residents, I mean people are still getting cable and using cable, it's just a question of how do you marry the two together so that the fee structure would at least level out. It's too bad those Bills didn't pass, I know Mike worked really hard on it.

Ann said yeah, that was the second year we went for the Equal Access to Broadband Act, but we got more traction this year than we got the year before, and we'll keep going.

Council Member Olsen said well, it was a terrible year legislatively up there, so keep plugging away for sure.

Council Member Thiede said I know the subscriber rate, obviously, like you say, there might be special deals and people may sign up, then they see something else and say well, I'm going to cut the cable, and then they find out that they're spending more than they were before.

Council Member Olsen said well, the streaming costs are not saving anybody any money, it's not.

Ann replied well, 2020 when the pandemic came, we saw things go up quite a bit, and you know, they came back down. Now we're having other ISP providers come into town and that might change that, so.

Council Member Olsen said and we're trying to help with some broadband access and different things, too, but yeah.

Lonnie said I think the positive is the communities are still growing, and that's a plus for us. So, again, we're definitely looking at other government sources to help fund things.

Council Member Thiede said the broadband won't actually help TruLens at all; it'll hurt it, it's cheaper broadband.

Council Member Olsen replied oh, you're right. I thought about that backwards.

Ann said if the Equal Access to Broadband was to happen, that could really significantly help the city and the community.

Council Member Thiede said and that's why over the years I've been trying to get more things like corporate business and things like that as long as it doesn't degrade the activity for the cities, right?

Mayor Bailey said it's interesting you bring that up, as that was kind of going to be my question. So, let's say put aside even the cable thing, so, let's say next year you're going to launch these radio stations, right? Will you have the option and be able to do advertising?

Ann replied it falls under that underwriting, a PBS kind of model.

Mayor Bailey said I kind of figured that, because I know even nationally right now, there's that thing with like PBS and all that stuff, right? But I was just thinking if there's an option to do some additional or if somebody paid for a particular program, I don't know if you can.

Ann replied well, we're definitely looking at sponsorship.

Council Member Thiede replied yeah, so that's more of a sponsorship type deal.

Ann said yeah, and I think that that might be very useful. We're just starting those discussions internally, and we'll be at Strawberry Fest this year and at a bunch of different events, and we'll be asking people, what do you want to see from our organization? What do you want to watch here, really, and we're hoping to kind of flush that out.

Council Member Olsen said I think that's super exciting, though. I know it's something that you guys have been working on for a couple of years, and it's going to be nice to finally bring that to fruition. I mean you have endless opportunities, especially with the new location and some dedicated space for that. Will your larger studio give you any sort of leg up, as it relates to any sort of outside work that you may want to do?

Lonnie replied yeah, we've looked at maybe adding a video mall and those kind of things. There will be a cost, but we can maybe talk with Andersen Windows, they still rent our space, and it's not like they're going to come with us, they will still rent the space. There might be some opportunities to partner with them on getting some new equipment in the studio; we're still looking into that, and I am not sure how you want to really do that with an outside entity, but I think that being in that location with the library there and the County and the school, it gives you opportunities to do all kinds of things. So, I think there's a lot of opportunities, we just have to find out what those are once we get in there and have been there for a while.

Council Member Olsen asked are you guys still thinking about doing any kind of internships for young people that are trying to get into the business?

Ann replied yep, we have an intern starting next week, Sydney Baxter; she goes to the University of St. Thomas and she grew up in Woodbury. So, we're excited to have a local come back.

Council Member Olsen said good, that'll be awesome. I think that's another way to sort of keep that spirit of community programming alive and kind of move the ball down the field, maybe it's slowly, but you're still making progress. So, that's great to hear. Ann replied absolutely.

Mayor Bailey said I know in the past you guys have done certain events, like hockey games or a lot of times, obviously, it's kind of cool when you guys do like the Woodbury vs. Park or East Ridge vs. Park, or whatever. Do you have any idea what kind of viewership you're getting on any of that? Is there any way to tell?

Ann replied we can always tell how many views we got on YouTube, but we couldn't tell you how many people watched it on the channel. Because we don't have the production truck and the infrastructure for that, it's pretty costly for us to even do one game, which is what we were doing for a while. We kind of see the radio station as an opportunity to do audio for the games, which is very cost effective, and I think that people would really enjoy that.

Mayor Bailey replied yeah, I don't disagree, and that's what I'm thinking, if there's more opportunities to do like sporting events or not that we want these, but let's say we have some type of a major event; when I say major event, I'm not even talking Strawberry, let's say a big storm goes through and Woodbury's got something going on, can the Mayor or people from Woodbury go and do like a live thing on the radio station? You see how I threw Woodbury in there, they'll have the storm, not us, we already had ours. But anyway, the point I'm making is if

there was some type of an event or something was happening that we could get messages out quickly; I know we have our own avenues, but you know, people want to hear, they want to know what's going on, so.

Ann replied we want to be able to get that out in multiple ways to people. So, we have a new live system where we can go live anywhere at any moment that you need us to be there for. It can go on our cable channel, it can go on YouTube, it can go on the radio station, all at the same time. Mayor Bailey replied okay.

Council Member Garza asked are you all, I'm sure you're pretty familiar with KDWA, and so, the owners there, they have a really awesome model site, I worked with them several years ago. And as far as what you were mentioning as advertisement or any type of marketing or anything, and I don't know if you're familiar with their business model for that.

Ann replied they do quite a few different things; they're a little different model because they're not the same, I think they're a for-profit station, correct? Mayor Bailey replied they are.

Council Member Garza said well, they are, but on the one side of it, you would be able to maybe do trade for marketing or something. That's the way that they do a lot; so, instead of exchanging cash, they exchange trade. So, whatever that business is, they will trade you whatever their product is, and you can, I don't think they sell it on their shopping show, because they have a shopping show as well. So, I don't know if it's something that you guys would possibly do, but it is for-profit, so, I don't know if that's a line with you all or if there's another entity that you could create that would be able to bring you an avenue of profit, but it's really good for them. They're doing well with it, and they've had it for a lot of years, I've shopped with them for probably 20 years or more, so.

Ann replied oh, excellent; they're on our list to talk to.

Council Member Garza said and I know them really well, so I can give you some great introductions, as I've worked with them for a while, so. Ann replied okay, awesome, thank you.

Council Member Olsen asked how's your staffing? Ann replied staffing is great.

Council Member Olsen said good, you guys were able to find the right fits for?

Ann replied we moved some pieces around last year, and everybody kind of fell into their positions, and it's going great.

Council Member Olsen said yeah, I don't know who you had in that picture up there, next to Brian, but man, whoever that fellow was, you should keep him around.

Council Member Clausen asked Ann, with respect to the podcasting and the radio station, is that going to be for internal use only or can someone from the public come in and do their own podcast, use your studio for a fee or your radio station? I've got a neighbor, for example, that does an internet radio show, one hour, twice a week; he's got 5 listeners, I think. Could he come in, if he wanted to rent your studio for his little talk show/radio show? Can he do that, or is that something you'd think you'd?

Ann replied it's something we're exploring.

Council Member Olsen said you've got to very carefully vet.

Ann said yeah, but Brian and Lonnie took a trip to, what was it, Frogtown?

Lonnie replied, Frogtown Radio, over in St. Paul, and it's in the top of the Radisson over there, by the old Sears building, on like the tenth floor, and they have 76 volunteers that provide programming for their radio station. So, they're never hurting for that, and a lot of it is done remotely, and they just email it to them, they don't even have to come to the station.

Ann said now, they have channel guidelines, what you can and cannot say; it cannot be political or religious or, it's to play music and have, you know, community content. So, that is something we're exploring; you know, we got away from the public access a long time ago, and we don't want to go down that road again, but how can we involve the community is the question.

Council Member Olsen said yeah, there are some in town with podcasts that we probably don't want to have associated with, you know?

Lonnie replied and that's why we're going to do that right now is try to figure out what those guidelines will be, that's why we're visiting other stations.

Council Member Garza said and I think KDWA, again, they do a lot of that. Ann replied yeah, they must have to do that. Council Member Garza replied they do, and they're right down the road, so I would really have that conversation because they're doing all that stuff, too; and they've been doing it for so long, they're probably ready to retire.

Mayor Bailey asked what's your timeframe for getting into the new studio; is that yet this year?

Ann replied it's either going to be at the end of this year or the beginning of next year; it kind of depends on construction and timing with our current lease. At the latest, it would be probably February of next year.

Mayor Bailey said when you showed the picture, I don't know if that's still new; Ann replied it was about a month ago.

Mayor Bailey said so, they're still putting walls up, obviously. Ann replied we still have a lot of work to do, yeah. Our construction portion hasn't started yet.

Council Member Olsen said I didn't pay attention close enough, but were you guys able to give back anything to the member communities last year?

Ann replied no, that money went into the Relocation Fund.

Council Member Olsen said it did, okay, and that was a decision made by the Board, I assume? Ann replied correct, yes.

City Administrator Jennifer Levitt asked Ann, are you able to talk a little bit about your marketing plan with your new logo and what that is, and then you obviously are over \$50,000 in outside money; how many entities does that represent?

Ann replied that \$50,000, most of it is from Renewal by Andersen, for renting our studio. We also contract with the School District, and we have a Cablecaster down there that does all the School Board meetings, and I think last year we did graduations as well. That's primarily where that \$50,000 came from.

The rebrand launched yesterday, so it's out there. We launched a newsletter, a press release, and we are rebranding everything that we have. If you haven't seen our van going around town, you probably will, it's hard to miss, it's very bright, and we'll be doing the rebrand all year, which is why we'll be at Strawberry Fest and all the other events this year with a new tent.

Council Member Olsen asked will there be T-shirts? Ann replied there will be T-shirts, yeah.

Mayor Bailey said you can have one of those guns that shoot, too.

Ann said you know, we talked about that, we'll carry them during the parade, wouldn't that be fun? Mayor Bailey and Council Member Olsen said yeah. Ann said everybody loves a shirt, though. Mayor Bailey said shirt guns are allowed; Council Member Thiede said as long as they don't make too much noise, right? Council Member Olsen said have Dave drop them from the drone show. Ann said yeah, I like it. Council Member Olsen said yeah, it's Dave's dancing drones with shirts.

Mayor Bailey said they've got their drone, they could drop it with their drone. Administrator Levitt said now, there you go. Council Member Thiede said that'd probably be safer. Mayor Bailey said oh, we're really getting off base here.

Ann said we probably should mention, too, some of the projects that will be happening in Cottage Grove this year.

Lonnie said this room will be redone in June where we move the projector and the monitors, there'll be four 75-inch monitors that they'll make one big video on, and you'll be able to select what you want in each quadrant of that video one. There'll be a monitor on the back wall for a conference, we'll put new cameras in, some new microphones.

Then we're also updating your St. Croix Room, and that's going to get some new technology, too. And then the Kingston Park building, we've had to do some design work on that with the architects.

Mayor Bailey said you're talking about the new one, right? Lonnie replied yes, I'm sorry, it's the new one.

Lonnie said so, yeah, it will be nice in here when we're done with it. Hopefully this starts sometime in June, and we're going to try to coordinate it so that we'll do all screens at one time. So, it'll probably take about a week and a half before it's all done.

Council Member Thiede asked so the projector goes, huh?

Lonnie replied the projector's going, yeah. The touch panel will be on this wall, it will actually be at the podium, and it will be a drag and drop. So, you'll select cable TV, and drag it to any monitor you want or on the whole thing. So, if you want to quick share whatever you want, you just drag and drop it to the monitor and there it will be. And then there's an HDMI, you know the failsafe has always been unleashed in my cable, it works great every time; so there'll be a failsafe, and that'll be a plate in the wall, which will lead you to the cable, which is always there. You just need to do something quick, though. It's kind of an EOC room, and that matters so you can display several different things in quick access.

Mayor Bailey said well, I think the clarity piece will be nicer versus this; Lonnie said that's an older monitor and an older projector.

Council Member Thiede said it's a beast.

Council Member Garza said well, it will just be nice because when you show the same thing on all three screens they will all be the same, right?

Lonnie replied let's hope so. Council Member Garza said that's the goal.

Council Member Clausen said the side screens are going to go over there now, right?

Lonnie replied yeah, we'll actually move this one to the back wall for a conference monitor, and then we'll remove all these.

Council Member Clausen said I was going to say because no one really looks at the side screens anymore, and Lonnie agreed.

Ann said yeah, I think the original thought was that for an EOC, you could have weather on one, you could have cable TV on another, and then two things on the middle one.

Lonnie said if you have cameras on the street, you can also have those.

Mayor Bailey said awesome, anything else from Council or staff?

Council Member Olsen said that's exciting news, I think the name is cool; Mayor Bailey said yeah, I do, too. Ann replied thank you, it took a long time to get there, a lot of discussions.

Ann said we did have something our Board recommended that the other cities are actually going to start doing, but it's a little something to say before televised meetings, to just let people know that this is brought to you by TrueLens Community Meetings and where people can watch their meeting and plugs the City's YouTube channel. So, I'll pass that along if that's something that you're willing to say before a televised meeting, that would be great.

Council Member Olsen asked you'd like us to say it? Ann replied either the Chair or the Mayor has to say it. Council Member Olsen said as opposed to having like a blurb before the meeting? Ann replied correct.

Mayor Bailey said sounds good.

Council Member Garza said it'll create a profit margin; Mayor Bailey said well, if it gets more people to know who is doing it.

Ann replied yeah, it shows people where they can rewatch the meeting.

Council Member Thiede said well, it's a tiny little bit better than South Washington County Telecommunications Commission; Mayor Bailey said yeah, don't get me to do that one. Council Member Garza said now you can get all the words, so now this should be easy. Ann agreed.

Lonnie said the new graphic will be at the end of tonight's meeting, so.

Council Member Olsen it's cool, and Mayor Bailey said yeah, I like it. Mayor Bailey said all righty, thanks you two; Ann replied, thank you very much.

3. ADJOURNMENT

The meeting ended at 6:42 p.m. Minutes prepared by Judy Graf and reviewed by Tamara Anderson, City Clerk.



City Council Action Request

7.B.

Meeting Date 6/18/2025

Department Administration

Agenda Category Action Item

Title City Council Regular Meeting Minutes (2025-05-21)

Staff Recommendation Approve the May 21, 2025, Regular Meeting Minutes.

Budget Implication N/A

Attachments	1. 2025-5-21 City Council Meeting
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COTTAGE GROVE CITY COUNCIL

12800 RAVINE PARKWAY SOUTH

COTTAGE GROVE, MN 55016

COUNCIL CHAMBER - 7:00 P.M

May 21, 2025

1. CALL TO ORDER

The City Council of the City of Cottage Grove, Washington County, Minnesota, held a regular meeting on May 21, 2025, at Cottage Grove City Hall, 12800 Ravine Parkway. Mayor Bailey called the meeting to order at 7:00 p.m., said I want to mention that this meeting is being recorded by TruLens Community Media; you can view City meetings live and replay it on Cable Channel 799, and meetings are also streamed live and archived on the City of Cottage Grove's YouTube channel if you're interested.

2. PLEDGE OF ALLEGIANCE

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

3. ROLL CALL

Tammy Anderson, City Clerk, called the roll: Mayor Bailey-Here; Council Member Clausen-Here; Council Member Garza-Here; Council Member Olsen-Here; Council Member Thiede-Here.

Also present: Jennifer Levitt, City Administrator; Ryan Burfeind, Public Works Director; Zac Dockter, Parks and Recreation Director; Brian Bluhm, IT Director; Pete Koerner, Public Safety Director; Brad Petersen, Public Safety Captain; Korine Land, City Attorney-LeVander, Gillen & Miller, PA; Brenda Malinowski, Finance Director; Emily Schmitz, Community Development Director; Phil Jents, Communication Manager.

4. OPEN FORUM

Mayor Bailey opened the Open Forum. If you want to speak, go up to the podium, state your name and address for the record, and you have up to three minutes to speak. Once we get through the list, if there is somebody that maybe missed it and wasn't able to sign up, we'll see if we catch anybody that still wants to speak after that, okay?

Cheryl stated I'm here for a proposal for an ordinance regarding cap on the rent in the City of Cottage Grove. Dear Mayor Bailey and the Council Members: We are here today as concerned residents of Cottage Grove, Minnesota, to propose a development and adoption of an ordinance regarding a cap on rent. As a resident, we believe the ordinance is crucial for the seniors of Cottage Grove. We live in The Cottages townhomes here in Cottage Grove. We have seen our rent increase up to 7.85%, 90% of our residents living in The Cottages townhomes are seniors. We are all on Social Security, some of the residents do have a pension and some don't. Some of the residents still have to work to pay rent. It is sad that they can't enjoy the rest of their life as they have to work to make ends meet. Some residents had to leave and move in with family members because they couldn't afford it and was unable to continue to work and really wanted to stay living in The Cottages in Cottage Grove. We only receive one raise a year on Social Security, and it doesn't even cover the increase on our monthly rent. Cost of living has skyrocketed. Some seniors have to choose between getting their medicine or food. Rent here at The Cottages is way above market value, nothing is kept up. We had to get the City Inspector involved many times to get things done. Our homes, garages, carpet, sinks all need something replaced or updated. Some residents have problems with mice, and mice carry many diseases. And siding is missing from site homes and garages, refrigerators, stoves,

and so on people have had problems with, and our grounds are not kept up. Property management doesn't think having mice running around your home, in front of you, is an emergency. Every winter, between 8260 and 8280, the road between our homes never get plowed on the same day everyone else does, I have to call the property manager every time to get it done. Ours doesn't get plowed until the next day, and then a terrible job is done because people have drove on it, walked on it, and some of us have even shoveled spots on it. I also sent you, Mayor Bailey, an email and a phone call on it. We don't have all the amenities that the other rental places have here in Cottage Grove. The only amenities we have is a small community room, and now they cover the thermostat so now we freeze when we use the room. We are willing to live with nothing being updated as long as our rent stays low. The only time a resident's home is updated is when the resident moves out and they are updating only the inside of the homes. In the email from you, Mayor Bailey, to Julie and I, you indicated that you had talked to Chad, the homeowners, and our rates would be 4%-to-6% back in June of 2024. Because of the Section 42, we are in a protection period until December 31, 2026; I haven't seen any protection at all, that did not happen. Mine went up 6.5% last year, and this year it's going up 7.85%. I believe mine went up the highest because I got the City involved, I truly believe that. I'm kind of the spokesperson for most of the seniors that have issues that never were taken care of when they'd complain. Good example, one of our residents had to keep emptying their refrigerator because it leaked for about two years. I went with the resident to the property manager, and he finally got a new frig. By putting a cap on rent in the City of Cottage Grove would keep people living here. St. Paul has implemented a Rent Stabilization Ordinance that limits rent increase to 3% annually, with exception for some situations. Minneapolis also has a Rent Control Policy. We urge you to consider our proposal and work together. The Mayor and the City Council to draft and adopt an ordinance that addresses rent cap. This ordinance would be a positive step in keeping our senior residents living in the City of Cottage Grove they love, and our City could be a powerful voice in the fight against high rent and rent increases. We believe the ordinance is necessary and beneficial to the City. By passing the ordinance, it will show that people in Cottage Grove care about the senior residents. Most of the residents have family here in Cottage Grove, and some are raised here and want to stay here in Cottage Grove, they have many friends here also. Thank you for your time and consideration. We look forward to discussing the ordinance with you and hope that you will sponsor this. And we do have a few members here, and then if you see Bill and Cheryl on that list, you can cross it off, okay? Thank you. Mayor Bailey replied all right, thank you.

Good Evening, Everybody, I'm Rita Isker, I live at 8240 East Point Douglas Road South, Unit 4. I'm not going to go over everything that Cheryl already said because she speaks kind of exactly how we all feel, so I don't want to repeat everything, but I'm in support of a cap on the rent. Like she said, we don't have any amenities where we live. The garages, my floor floods, I have to put everything on pallets to keep it from being destroyed in the garage. One of the residents, her garage door broke, and it took two days to get it fixed; well, two days to me would be two days of lost pay because I have to keep working because the rent keeps going up. Mine went up almost 8%, and I've been here since 2009, and since 2009, totally my rent has gone up almost 250%. But that's all I have to say, I'm in support of limits on the rent. Thank you. Mayor Bailey replied thank you.

Thank you, I'm Julie O'Brien, I'm at 8220 East Point Douglas Road South, #12, and I'm in The Cottages. So, this is my first appearance with you, so thank you for welcoming. In accordance to what we've all been sharing and being that we have lunches and breakfasts together, we share a lot. What I understand is when you have an owner, which I'm glad to have an owner, but the owners don't even have, you know, for amenities, we don't have; they talk about comparable and getting us up to the, all of the City of Cottage Grove, all the one-, two-, and three-bedrooms, The Legends, GROVE80, Aurilla, The Cottages, that we're all supposed to be in line. Again, we don't have the amenities. Several of them have heated underground garages, some of them have pools, some have workout rooms, some of them have plows that come on a regular basis, we don't have that. So, I wouldn't mind just finding a little bit of a raise if we were getting, seeing something come out of it, you know, but they're raising it again, 2.9% this year. I haven't had mine yet, mine is September, we'll find out what it's going to be, but you know, 6% and 7%, we've only been there for four years and we went up \$400, so it's \$100 a year, \$91 to \$100. So, for the record, anyone on a fixed income, you know, I'm lucky enough that I have a pension, but several of these members here don't. So, I'm a voice for all of them. Thank you for your time. Mayor Bailey replied thank you.

My name is Sharon Taschner, I live at The Cottages of Cottage Grove, and thank you for inviting us to your Open Forum tonight. My rent, according to my calculations, went up 9% plus, and I was taken aback. I can't believe that it did, but supposedly it did and I signed the lease to get it in by April 30th, but I just wasn't in agreement with that much rent increase. And I agree with everything that's been said so far, and I love it there. I just can't believe the rent has to keep going up, and especially by 9% plus. Thank you for listening. Mayor Bailey replied thank you, appreciate it.

Mayor Bailey said okay, so that was it on who actually signed up. Was there anybody that would like to speak that missed the sign up?

Hello, I'm Marjorie Williams, I live at The Legends, 6999 East Point Douglas Road South, and that's a huge address, but you have to add #318. We're right by the elevator, come for coffee, we're always open. I want to talk especially about since The Legends is a low-income housing, some of it's low-income housing, and some of them at our Legends got a tax break from Cottage Grove. There is a Bill in the legislature that caps the rent at COLA, which is our Social Security raise; our landlord wants to go with market rate. Well, when we moved in, the market rate or what our area was making, we had a Kohl's, a Culver's, and a daycare, and our rent still went up 12%, and now it's going to go higher because we have luxury apartments just down the road from us. If we could cap the rent at COLA, which was 2.5% to 3.5%, that would be great because our raise in Social Security is being taken up by rent. And I think we're all on a fixed income, even people who are not retired and are working day to day; we're all on a fixed income, and if the rents keep going up, you're going to have a tremendous amount of homeless people and seniors living in their cars. And it's a shame because we have to make choices between rent, food, and medicine, what do we do? Thank you. Mayor Bailey said thank you to Marjorie.

Bonnie Matter, 6649 Inskip Avenue South, said thank you, those stories were very good to hear, thank you. Hello, Mayor and Council Members, it's nice to be here this evening. I'm here to talk about Consent Agenda Items O and also just some other miscellaneous, not miscellaneous to me, but just some items. It has to do with Lochridge, and Bolton & Menk submitted a letter of, you know, their engineering consulting letter to the Planning Commission, and that one was dated January 17, 2025, and that letter was also attached to the February 2 and February 19 City Council Meetings. Tonight on the Consent Agenda they're looking for the City to approve the Final Plat for the Lochridge Development. The reason I'm here, I'm concerned, is there's now a May, it's dated May 15, or I don't have the date right in front of me, but it's a much later letter from Bolton & Menk spelling out issues around that development; and I just think the City might be more comfortable, the Council might be more comfortable signing on that once whatever all those things were in that document were taken care of, and there were quite a few issues. There's issues around high water level, wetland issues, there's just, I just hope that we can avoid any CUPs or PUDs at a later date so that we address all of the issues upfront now. It's a great piece of property. And then my other question is who does the physical inspection or signoff on all of those items that are listed in that document? Who does it, does the engineering company that wrote up, does Bolton & Menk send somebody out? Does the City do something, and who would that be, and where does that signoff document reside? And then my other question is how does the City interact with Xcel Energy? I'd like to know when we bring in these developments, especially the new one that's going up on the south side, who interacts with Xcel? And I'd like to know who that person is from the standpoint of Xcel; how do they know what these plans are for the energy? Those are my questions, thank you. Mayor Bailey replied yep, you got 'er.

Mayor Bailey asked is there anybody else that wants to speak on anything at Open Forum this evening? Yes, go and state your name and address for the record, please.

Tony Khambata, 7515 74th Street South, I came here for roads, but with regard to rent control, I sat as the Chair of Government Affairs Committee for the St. Paul Association of Realtors for the last three years, and one of our major points of topic was rent control in St. Paul. It has had some adverse effects on housing inventory and rents in St. Paul, housing availability especially in the Affordable Housing sector. And we have Kori here, so I don't need to tell her, she knows I'm a lover of the Revisor of Statutes, so Minnesota Statute 479.99, Subsection 2, states that a

statutory or charter City, which Cottage Grove is a statutory City, does not have the authority to enact rent control without basically a referendum vote in a major election. So, for private property, the City's pretty limited in what they can do in the short term, but in terms of property that the City had a financial interest in, they could have some control over how quickly rents are raised. In addition, for anybody who wasn't aware, State Statute does say that any rent increases over 10% are required to have at least a 60-day notice before they go into effect. So, there are some remedies that you guys already should be able to exercise, but this is a big and complicated issue to try and do something quickly, outside of any sort of property that the City might already have a financial interest in; that could be through the HRA if they're putting up money for land or if we're an investor or part owner in somebody else's project. Those would be the instances where the City could have authority to do something rather quickly. Otherwise, the process of getting a petition and legislation and getting it on the ballot could take years. So, that's my two cents. Mayor Bailey said all right, thank you, Tony replied thank you.

Well, my name is Gary Spooner, and I live in The Legends of Cottage Grove, and I've been working on this rent control since 2021, when our rent went up 12.5% based on the AMI (Area Median Income) HUD figure and COLA, the Social Security number, only went up 8.5%. We have been introduced, while it's in the State legislature the last four years, and we have been turned down. We're not looking for rent caps, what we're looking for is a change in metric of how to figure out the increase in rent, which would make a difference. Because if you have a 12.5% increase and with HUD using the AMI and the Cost-of-Living Adjustment only goes up 8.5%, there's a 4% difference there. And some people had to leave The Legends because of it, but there's even a greater number that had to leave in senior units in St. Paul and Minneapolis. You know last year it lost by one vote in the Senate. This year the Senate file 1652 and the House file 1605, it was passed by the Senate, but it did not make a pass in the House, so it didn't make it out of Committee; but we're still working on it, so if anybody can give us some support on that, I'm sure that next year we'll be doing that same thing. There is a conglomeration of people that live in the Dominion apartments throughout the Twin City area and throughout the State, actually; the Twin City area has about 14 or 15 Dominion apartments that we work with, and there's about 50 of them throughout the State. So, if there's anybody interested in contacting me on how to get on the bandwagon, so to speak, to get this done, we certainly would appreciate it. Thank you. Mayor Bailey replied thank you, Gary.

Mayor Bailey said before I close Open Forum, are there any other comments or anybody else wanting to speak? As no one else wished to address the Council, Mayor Bailey closed the Open Forum.

Mayor Bailey said so just for the public to be aware, and first of all, thank you all for coming up and sharing. As Cheryl knows, I've been down to The Cottages probably almost as much as I've been to The Legends in Cottage Grove, working on different options and things that we can do in those particular areas. The process that we do with this is our staff takes all the information that you have provided to us, and then they will give you and the Council a response to answer some of the questions that you have. I do know that Mr. Khambata does speak to the fact that there is a process, we can't just arbitrarily come in and say we're going to do rent caps. I will also say, and I know Gary kind of alluded to it just briefly here, that in St. Paul and Minneapolis when they tried to do that and other cities were going to do that, they got a negative effect of what was happening in those particular locations. So, whatever hopes that you were going to have better properties and more options, everybody pulled out and/or the loopholes that you're talking about where they say okay, they're going to come in and fix your frig or replace your frig, but now your rent goes up; and so, I'm just saying there are unfortunate ways around it. The bigger thing, which I do like, what Gary was talking about, is the AMI. Washington County is one of the richest Counties in the State of Minnesota, and AMI is based off of the County; so, if you've got the majority of the County, which has a high AMI, that is having an effect on the rents that are happening in Cottage Grove. So, I just wanted to share that with you, maybe that will be some of the information and I'm stealing staff's thunder; so, as Gary is speaking about it, that's been one of the things that we've been looking at, too, is how do you make it, I almost want to say like a level playing field across the metro? Because in different Counties the price is different. These developers that are coming in, doing these Affordable options and such, they're basing it on the AMI, and whatever the AMI is from the County for us is different than the AMI for Ramsey County or Hennepin County or whatever. I just wanted to share that with you on those particular items. But thank you all for coming this evening, you're more than

welcome to stay here and in a few minutes here, we're going to be presenting something special to Gary Spooner, AKA Santa, up here, if you want to stay for that. But we will get a response back to you, both from our staff and obviously legally, so we can tell you what the big step is or what part you can play should you decide to do that in rent controls.

Mayor Bailey said Bonnie had asked for some information on Item O, and he asked Attorney Land if she wanted to talk about that now or just send a written reply; she indicated it would be a written reply to Bonnie. Mayor Bailey said all right, sounds good.

5. ADOPTION OF AGENDA

Motion by Council Member Olsen to adopt the agenda; second by Council Member Garza. Motion carried: 5-0.

6. PRESENTATIONS

A. 2025 Historic Preservationist of the Year

Staff Recommendation: Present the Historic Preservationist of the Year Award to Gary Spooner on behalf of the South Washington County Bulletin for their work preserving history by recording and reporting on residents, events, and places in Cottage Grove.

Mayor Bailey said our Community Development Director, Emily Schmitz, is going to take us through this, and Council, why don't you join me down in front, and then we're going to have Gary join us up in the front, too.

Director Schmitz said Mayor and Council, I'm honored this evening to introduce the 2025 Historic Preservationist of the Year Award to Mr. Gary Spooner for his work with the South Washington County Bulletin. My understanding is it operated here from about 1970 to about 1994 and preserved a lot of stories and a lot of events that occurred here in Cottage Grove. Lucky for you, Mr. Spooner was kind enough to sit down with me, and we put together a brief video, a short clip, of Mr. Spooner telling his story, an excerpt is provided here:

"One of the most valuable things you can give to a community is time, so you spend time trying to make the community better. If that's what they're giving me this award for, I'm honored, but it's not only for me, but I had a tremendous amount of people who worked with me, they never worked for me, they worked with me. Being a business owner in Cottage Grove and having the support of the citizens is something that you prize because you can't make a living unless you have the support of the people that live with you, that was always important to me. I really thank them for all that they've done for me, and I hope I've done something for them."

After the video concluded, everyone applauded, and Gary stepped forward to accept his award.

Mayor Bailey said all right, so, you got to see a little bit of history and it was really pretty cool to see Judy, his wife, in the video, too. I just have a small token of our appreciation here, which Mayor Bailey read aloud: *Cottage Grove 2025 Preservationist of the Year presented to Gary Spooner, on behalf of the South Washington County Bulletin, for their work preserving history by recording and reporting on local residents, events, and places in Cottage Grove. Given May 21st, 2025, by the City of Cottage Grove and the Advisory Committee on Historic Preservation.*

Mayor Bailey said again, on behalf of all of us up here, everybody out in the audience, and the residents of Cottage Grove, thank you, Gary, for the many years of running that amazing newspaper, and I was one of those people that used to run to the dairy store to make sure I got my paper for 25 cents. Mayor Bailey presented the plaque to Gary, and everyone applauded.

Gary said well, thank you for the applause, I really appreciate that. If anybody wants to sit down with me, it'll cost you probably a cup of coffee, and I'll give you a lot of stories about the newspaper business and what we did in those years that we had it. It was a great amount of fun. Right now, I'm not very happy with the way that news is

distributed, but you might have to hear about that, too. Once an editorial writer, you're always an editorial writer, and there are a few politicians probably that sat on this dais back behind me that I probably referred to as "barnacles on the ass of progress," or a few other things; or jerks that wear signs, they'd be dragging a billboard, just a few of those other things.

But thank you very much, thank you for this honor, it is, like I said, not only for me, but for the people who worked with me. Mayor Bailey said let's give Gary a round of applause and everyone applauded.

Photographs were taken of Gary with Mayor Bailey and the City Council, after which Gary shook their hands.

Mayor Bailey said thanks again, Gary, for all you've done for our community with that amazing newspaper.

B. Proclamation - Historic Preservation Month

Staff Recommendation: Proclaim May 2025 Historic Preservation Month.

Mayor Bailey said I've asked Council Member Thiede to read aloud this proclamation, then we'll do a motion to approve and second it; Council Member Thiede read aloud the Historic Preservation Month Proclamation.

Motion by Council Member Thiede to proclaim May 2025 Historic Preservation Month; second by Council Member Clausen. Motion carried: 5-0.

C. Proclamation - Public Works

Staff Recommendation: Proclaim May 18-24, 2025 as National Public Works week in the City of Cottage Grove.

Mayor Bailey said he asked Council Member Olsen to read aloud this proclamation.

Council Member Olsen said as they do every year, National Public Works week comes with a theme; this year's theme is "People, Purpose, and Presence," and he read aloud the proclamation.

Motion by Council Member Olsen to designate the week of May 18-24, 2025 as National Public Works week in the City of Cottage Grove; second by Council Member Thiede. Motion carried: 5-0.

7. CONSENT AGENDA

- A. Approve Parks, Recreation and Natural Resources Commission Meeting Minutes from February 10, 2025.
- B. Approve the Public Services Commission Meeting Minutes from February 10, 2025.
- C. Approve the tobacco license for Grove Tobacco located at 8599 West Point Douglas Road South, #200, Cottage Grove, Minnesota.
- D. Approve the Service Agreement with SafeAssure for Workplace Safety Consultant Services.
- E. Authorize the purchase of the portable hoist for \$99,742.62 from Liftnow.
- F. Approve the Preventative Maintenance Agreement with Kraft Mechanical for the Utility and Engineering Building in the amount of \$6,572.50.
- G. Approve the Antenna Site License Agreement with T-Mobile at the Grange Water Tower.
- H. Adopt Resolution 2025-076 approving the plans and specifications and authorizing bidding for the 2025 Sewer Lining Project.
- I. Approve agreement related to landowner improvements on a portion of Geneva Avenue.
- J. Authorize Service Agreement for Woodridge Park playground surfacing maintenance with Flagship Recreation in the amount of \$60,694.67.
- K. Authorize Service Agreement with FPI Paving Contractors for the Woodridge Park Ice Rink/Sport Court project for bituminous paving of the ice rink surface in the amount of \$54,810.00.
- L. Approve Change Order #1 for the High Zone Raw Watermain Project, reducing the contract amount by \$202,750.00 to a revised contract amount of \$4,931,898.00.

- M. Approve the issuance of rental licenses to the properties listed in the attached table.
- N. Approve the Agreement with Gateway Fiber and authorize the addition of an Engineering Technician to the Public Works Department, at Grade 14 of the non-represented pay plan.
- O. 1) Adopt Resolution 2025-073 approving the Final Plat for Lochridge, subject to minor modifications as approved by the City Attorney. 2) Approve the Lochridge Development Agreement with Pulte Homes of Minnesota, LLC, Rachel Development, Inc., and DRP Odin 16, LLC, subject to minor modifications as approved by the City Attorney. 3) Adopt Resolution 2025-074 approving the Lochridge Development Plans dated March 31, 2025, prepared by Alliant Engineering, Inc., subject to final approval by the City Engineer in writing.
- P. Approve the attached Settlement Agreement to resolve the Robinson appeal.

None of the Council Members wished to pull any Items for further discussion and/or approval; Mayor Bailey pulled Item N, Gateway Fiber Agreement and Staffing, just to have Derek Leffert come forward to introduce himself to the public and the Council, and then we'll move forward.

Good Evening, Mr. Mayor, Members of the Council, Derek Leffert here, Head of Government Affairs for Gateway Fiber. Gateway Fiber is a fiber only internet service provider, and you guys have recently kind of undergone an RFP process, which Gateway was a part of, and had a number of great discussions with City officials, and we're pleased to be investing here in Cottage Grove. Gateway Fiber was started in 2019, we were actually started to bring fiber to the forgotten; we were started to bring fiber high-speed internet to a town of 270 people just outside of St. Louis, Missouri, and we have since grown exponentially. We're based out of Missouri, but back in 2023, we started investing in the MSP area and have built seven-or-eight towns up here in this area right now with plans to continue to aggressively build more, and that includes Cottage Grove. So, we'll be making significant investments here in Cottage Grove to bring high-speed internet to the residents and businesses here in Cottage Grove. I will say that Gateway Fiber is not like a traditional internet service provider; we are laser focused on community partnerships and investing in the communities in which we serve. Our pricing is very simple, we don't do introductory pricing; we have a flat-rate pricing depending on what speed you want, and that's all that comes out of your account. There's no contract, there's no installation fees, there's no service fees, it's literally that's what comes out of your account each month. We believe that's a fair way of doing things, and with our exceptional customer service, we believe that people will stay with us as a result of the service that they get and the pricing that we offer. I would invite you to talk to any of the other seven-or-eight different municipalities that we have built here in the MSP area; I think that they would give you glowing recommendations on the process that we use as part of our community partnerships and collaboration, we are heavily invested in making sure that we're working with not only the community staff, the City staff, but also with the residents and the Council Members as well. So, you'll see us come in once we get started with construction, you'll see us come in on a regular basis and kind of update you on the progress of where we're at, and answer any questions that you guys may have. We do realize that this process can be disruptive; any time there's any sort of a utility project, it's disruptive. Our intent is to make it the least disruptive as possible, and so you'll see us go out and we'll put door hangers on every neighborhood that we're going to be in, we'll put sandwich boards out, and try to communicate with the residents as we go along and progress in the process to make sure that they're aware of it. Hopefully, that saves some calls to the City staff, and we place a huge focus on restoration and making sure that we're being not very disruptive because every house that we go past with a line is a potential customer for us. So, if there's any restoration issues, if any of your constituents have any concerns, we want to address those as quickly as we possibly can because that's a potential customer for us, and that's a member of the community. So, we want to make sure that we're addressing those as quickly as we can. I just want to say thanks to the City, and we worked with Crystal and a number of others throughout the RFP process, and we were received very, very warmly and very hospitably. We're very, very pleased to come to Cottage Grove and serve the citizens and the businesses here in Cottage Grove, and here very soon you'll start to see the access that they don't have right now. So, thanks again for allowing us to kind of introduce ourselves. If you have any concerns, any issues, any questions, feel free to reach out to me, and I'm more than happy to address those as they come up.

Mayor Bailey said all right, thank you, Derek, I appreciate that.

Motion by Council Member Olsen to approve the Consent Agenda; second by Council Member Garza.

Motion carried: 5-0.

8. APPROVE DISBURSEMENTS

- A. Approve disbursements for the period of 5-02-2025 through 5-15-2025 in the amount of \$1,431,904.85.

Motion by Council Member Thiede to approve disbursements; second by Council Member Olsen.

Motion carried: 5-0.

9. PUBLIC HEARINGS - None.

10. BID AWARDS

- A. Oltman Park - Bid Award
Staff Recommendation: Adopt Resolution 2025-075 awarding the Oltman Park Project to Peterson Companies, Inc. for the bid amount of \$2,072,507.40.

Mayor Bailey said Zac Dockter, Director of Parks and Rec, is going to walk us through this one. Welcome, Zac.

Good Evening, Mayor and Members of the Council, on April 16, the City Council approved plan specifications and authorized bidding for the Oltman Park Project. This portion of the project includes construction of three full-sized multipurpose turf fields that include irrigation and drain tile, a large parking lot, trail connections, electrical service, and then running conduit for future scoreboards. The Engineer's Estimate for this work was at \$2,200,000; we're happy to report that it was a competitive bidding return with Peterson Companies submitting the low bid of \$2,072,507.40. Peterson is a reputable company in this field, and they've actually done quite a bit of work in Cottage Grove, most recently at Glacial Valley Park. So, with that, staff is recommending awarding of the bid to Peterson Companies.

Mayor Bailey asked Council if there were any questions for Zac; there were none.

Motion by Council Member Garza to Adopt Resolution 2025-075 awarding the Oltman Park Project to Peterson Companies, Inc. for the bid amount of \$2,072,507.40; second by Council Member Thiede. Motion carried: 5-0.

11. REGULAR AGENDA - None.

12. COUNCIL COMMENTS AND REQUESTS

Council Member Clausen said thank you, Mayor, just one thing I wanted to notice that I see sitting up here is we have new school internet fiber sitting next to an old school newspaper. I thought it was kind of ironic, but thanks, Gary, it was well deserved.

I was at a Planning Commission meeting on Monday night when the storm was beginning to roll through, and when I came, there was a group of 20 people out here planting all the flowers. I want to just give a shout out to the Pineridge Garden Club, they work in our community planting flowers, and they also do it in St. Paul Park, and it's just a great organization that keeps our community beautiful. Thank you so much, Pineridge Garden Club. That's all, Mayor, thanks.

Council Member Olsen said Gary, remind me, was Judy part of the Pineridge Garden Club? I know she helped with some projects, and those ladies are amazing, they're phenomenal, absolutely. Yes, good call out by Council Member Clausen there.

So, I'm going to start my Council comments and requests with a Gary story, and then I'll move on, okay? I didn't think he'd still be here; in fact, I figured he'd be out the door as soon as we gave him the award, so thank you for staying and thank you all for staying as well. When I first ran for City Council in 2008, one of the conventional wisdoms about running for City Council was you had to write an op-ed for the Bulletin. Now, Gary wasn't responsible for the Bulletin at that time, but you know, I was struggling a little bit on what I should say and how many words it should be, and all that. Anybody who knows me knows I can never shut up, so naturally, a 500-word op-ed became 1,500 words, and I didn't know what to do. So, I turned to Judy, and I said help, and she and Gary took the time to sit down with me and help me condense my thoughts, which very few people in the world can do, and helped me to craft something that I'd like to think was pretty good because I was successful in that election; and I will never forget what Gary said tonight about when you love a community, you give it your time. That is what people like Gary and Judy and so many others that I know I personally have looked up to in my lifetime as a young person growing up in Cottage Grove, whether it be coaches or teachers or members of the City Council have impressed upon me. And it's truly a privilege to give our time, and Gary does it with joy, he does it with joy all the time. He's not golfing anymore, but when he was at the golf course, that man always had a smile on his face. I bagged groceries next to him for the food shelf and raising funds for the Holiday Train in his Santa suit, more smiles and candy canes handed out to people. You're a tremendous example of what a person who truly gives to their community should be, and I want you to know it doesn't go unnoticed. I hope tonight's recognition was just a tiny little taste of the amount of respect that we all have for you and your family and all that you've done for this community over the years. We still miss Judy, I know you do, too, she was a force of nature, probably the only person on the planet who could keep you in line, but can you do it, too? An unidentified female said, oh yeah. You have the gene? She replied, I have the gene. Council Member Olsen said good, it's DNA. So, okay, so thank you.

And with that, I'm going to turn my attention to Memorial Day next Monday, the 26th of May. It's going to be a nice day, according to the weatherman; now, I typically don't trust the weatherman, but last year we got forced inside due to some pretty ugly weather, and it's been a bumpy week from what I understand. But according to everything I'm reading, it's supposed to be 70 degrees, sunny, so I'd encourage everybody who wants to come out to pay their respects to the fallen on Memorial Day to join us here at City Hall. Our Mississippi River Valley Beyond the Yellow Ribbon team puts on a Memorial Day event that is truly memorable, and we'll be out here, right by the Veterans Memorial, which is all polished up and fresh, there's been some maintenance on it this year. We'll have a number of guests, including Sheriff Starry, Commissioner Bigham, etc., various City Council Members will be there, we may even have another special guest, but I'm not allowed to tell; but I will tell you that this year's event is a salute to our Asian-American and Pacific Islander veterans, it is AAPI Heritage Month and that's a national declaration. And so we have some really great speakers coming from the Minnesota AAPI Veterans Association that I think you'd really enjoy. Typically, we start about 10:00 a.m., we get done around 10:45-11:00 a.m., it depends how longwinded I get; but you know, it's going to be a really nice ceremony and a great way to pay our respects to those who've given all in defense of this country and allowed us to enjoy the freedoms that we get to enjoy each and every day. So, for those of you in the audience who may be veterans, thank you for your service, and tell your friends, tell your family, it'd be great to have you join us on Monday. And with that, Mayor, I'll turn it back to you.

Council Member Thiede said all right, well, I've got a couple things here. Council Member Olsen asked is Strawberry Fest one of them? Council Member Thiede replied yes, it is; Council Member Olsen said okay, good, just making sure you didn't forget. Council Member Thiede said I didn't forget. So, one of the things I'm going to mention first is actually Monique Garza started, how many years ago now? Council Member Garza replied this is our fourth year. Council Member Thiede said fourth year, Movies with Mo, and it's getting people together and you put up a big screen and show everybody movies. You've got free popcorn, free lemonade, free glowsticks, and it's just fantastic. So, the next one is on June 13, at 7:00 p.m., in Highlands Park, and they'll be showing *The Wild Robot*. It's a great time, bring kids, bring your grandkids, it should be really fun. Council Member Garza said thank you.

Council Member Thiede said so, the other thing that I'm going to talk about is Strawberry Fest, and it's a mere five weeks away, and I did wear my shirt today, so I've got a lot of advertising space here for Strawberry Fest, and it's going to be a great festival this year. Berry Saurus is the theme, and we're going to actually have some additional things Thursday night for Family Night and everything; that's actually June 19, so it's the Juneteenth holiday, so people won't have to worry about having to get home from work to come over, they can come over earlier. I think we start at 4:00 p.m. on Thursday, so that's going to be great. This year there's something else new, and I mentioned it before, we're going to have a drone show on Friday night, there's going to be 100 drones, aerial, and the name of people that are doing it are Aerial Illuminations. So, it's a 12-to-14-minute drone light show with 100 drones. They've got custom animation designs that we had some input on, there's choreographed music to the show, and we even had some input on some of that music. And so, that's going to be probably in approximately the same place, it's going to kind of come up, they're going to operate over kind of by where they shoot the fireworks off and so forth. So, it's going to be a great view, it should be interesting, we're really looking forward to seeing what that's going to be like. These folks we've heard do a good job on that.

On Saturday night, we will have our fireworks at 10:30 p.m., and that also will be typically like we've had in the past, about a 15-minute show; it's not quite as big as the Fourth of July, we certainly wouldn't want to compare ourselves to that, so that should be fun, too. So, we're hoping for really good weather, and we've put our order in for that, and you know we've got some great bands on Friday, on Saturday. Like I said, Thursday night's going to have some additional things for Family Night and so forth. You can go to <https://cottagegrovestrawberryfest.com> to see what all the other activities are and such; so, be there or be square.

Council Member Garza said thank you, Mayor. So, I will mention a few other events that I think we have going on, and I actually thought Justin would mention it, but tomorrow the Lions Club is having a blood drive; it starts at 1:00 p.m. and it ends at 7:00 p.m., it's at the VFW, and you can register online at www.redcrossblood.org. So, if you're interested in giving some blood tomorrow, that's between 1:00 p.m. and 7:00 p.m. at our VFW.

Also, this weekend, actually, we are having the Fifth Annual Hmong Memorial Sports Fest and Street Fair, on Saturday and Sunday. It is a spectacular event, my family went last year, and I think there were maybe 1,000 people a day or something out there. It was so fun, lots and lots of food trucks, a lot of different types of food, too. So, if you can get out there this weekend, it's supposed to not be raining, 70 degrees and nice, so if you are able to get out there, that's something else fun to do in our community.

And last, but not least, on June 7th at Hamlet Park we are having our Kids Adventure Mud Run, so that is going to be a ton of fun. It's \$23 to participate, and you can sign up online. So, hope to see you all there.

Mayor Bailey said so I just have two items real quick: 1) We'll start with fireworks on the Fourth of July; we do have at least \$25,000 and we're working on a little bit more from another business in the Business Park. I want to recognize 3M, Renewal by Andersen, NorthPoint (which is a developer in the Business Park), Tennis Sanitation, and Hy-Vee, as they have all donated \$5,000 each for at least a \$25,000 show. We're actually looking to see if we can inch it up a little bit better, and of course, this is a huge event, and I encourage everybody to attend. The one nice thing that we learned from last year, there was rain on the Fourth of July last year, and when they did it two days later, on July 6, which happened to be a Sunday, the crowds were bigger because I think Cottage Grove empties out during the summer, over the Fourth of July. So, they're actually going to do it on July 6 this year, so the Fourth of July will be fun, but they're going to do the fireworks on Sunday, July 6, this year. Council Member Olsen said we'll have food and Mik Mart will be there, we'll have roasted corn, have all kinds of fun events for the family, we give away some bikes and some other cool things. So, please come join our Lions Club and have a ball. Last year was crazy busy, so we've even staffed up this year; normally, this is one of those all hands on deck sort of events, but the good news is doing it on Sunday, we even get some of our Lions back from the cabin in time for the event. So, we'll have a few more people flipping burgers and making hot dogs and making sure everybody has a good time. 2) Mayor Bailey said the last thing I'll just bring up real quick, Council Member Olsen, EDA Member Khambata, and myself had the opportunity to go out, once again this year, to what's called ICSC; there's different terminology for it, but I'll just basically tell you what it is, it is a developers and retail convention in Las Vegas. There are over 40,000-to-50,000 people there, businesses of all types, and I just wanted to share with the public, and I know our staff has putting out some updates, too, and I know Council Member Olsen and myself were. I just

have to tell you it was an amazing event this year, we got a lot of real positive feedback, and it's interesting because a lot of people have asked why can't we get certain businesses or whatever to be in Cottage Grove? The answer, believe it or not, is more so, where do they go? Either everybody wants to be on 80th Street, or what are we opening up for the future? So, I'll just share with the public what we've ended up bringing out there is a proposal down by Walmart; there is a developer that has an option on all of the 73 or so acres down there, next to Walmart, and putting a project together there that would involve a Mixed Use, also some restaurants and entertainment and so on. I will mention that the EDA purchased the home that's right on the corner there, the Rosses' property. She has sold as Jim, her husband passed away just over a year ago, and she sold it to the EDA for the City of Cottage Grove. So, we're marketing that and did market that as a hotel site because what we're hearing from our Business Park is they need a business class hotel, they need extended stay, and so we got really positive feedback for what we're going to do; you heard earlier about an RFP, which is a Request for Proposal, and we're looking at doing that on that site, too. Then we also have the other side of the highway, as 100th Street eventually comes through, the Langdon area, or Innovation Villages we're calling it, which is along Highway 61 on the opposite side, where the old Majestic Ballroom still stands today. The fact of the matter is that whole area will be redeveloped, and the roadway extended along the frontage road there will also be some Mixed Use, with some opportunity for commercial as well as residential. So, I just wanted to share we were able to market those particular projects and ideas out at the ICSC Convention, and we got very good reviews and very good feedback. Now, I will say this, it doesn't happen overnight, as we all know. As soon as we are able to announce some of the people and the businesses, individual businesses, what I mean by that is whether it's a national chain or somebody local, these people that we met out there do represent both, it isn't all just your fast-food places and that. So, we had some very good options there. And just for the public, when the EDA Members go out to some of these different conventions and such, just so I can say it, it's not your taxpayer dollars that we're utilizing; we have an Economic Development Trust Fund that a business in our Business Park actually provides money into, and we utilize those funds to market the City. So, I just wanted to let everybody know that; so, there's two separate funds, there's an EDA Fund and then there's an EDA Trust Fund, which is separate. So, thank you to Council Member Olsen and EDA Member Khambata, and we'll obviously keep the public up to date when things are happening within our City. I think we really have some bright things and some amazing things that we're looking forward to in the next probably year, year and a half timeframe.

Mayor Bailey said just for the public, we have two workshops this evening: One workshop is Closed to the Public, and what I will share with the public is that is regarding Grey Cloud Trail staff recommendations, and that meeting is closed under Minnesota Statute, Section 13D.05, Subd. 3(b) for Attorney-Client privileged communication regarding Grey Cloud Trail. The other workshop is Open to the Public, and that will be held in our Training Room, and that is where we're going to be reviewing with staff the 80th Street & East Point Douglas Rehabilitation Project. Our Public Works Director, Ryan Burfeind, will be walking us through that and getting feedback.

So, thank you all, and those of you that hung around with us, I appreciate that. We'll be adjourning in the Training Room. So, thanks everybody, have a good evening and a safe Memorial Day.

13. WORKSHOPS - CLOSED TO PUBLIC

A. Closed Meeting - Grey Cloud Trail

Staff Recommendation: Closed meeting pursuant to Minnesota Statute, Section 13D.05, Subd. 3(b) for Attorney-Client privileged communications regarding Grey Cloud Trail.

A motion to close the meeting was made by Councilmember Olsen at 8:16 p.m. and seconded by Councilmember Thiede. A motion was made by Councilmember Olsen to open the meeting at 8:35 p.m. and seconded by Councilmember Thiede.

14. WORKSHOPS - OPEN TO PUBLIC

A. 80th Street & East Point Douglas Road Rehabilitation Project

Staff Recommendation: Receive information on the 80th Street & East Point Douglas Road Rehabilitation Project and provide direction to staff on construction phasing.

Mayor Bailey said this workshop is regarding the 80th Street & East Point Douglas Road Rehabilitation Project, and I guess we'll kick it off with Ryan Burfeind, our Public Works Director.

Director Burfeind said thank you, Mayor, Members of the Council. So, tonight I've got a few things to talk about related to this project. I'm going to run through project funding, where we stand on that, just go over the overall project scope, as it has grown with incorporation of the routine work with MnDOT and Washington County. We'll talk briefly about assessments, and the main thing at the end is the project staging. Obviously, it's a different project than East Point & Jamaica, but if you remember three years ago, we had a big discussion about East Point & Jamaica; what were the Council's priorities with access staging and how we managed that project during construction, and we want to have a similar discussion tonight before we get too far into this.

Project Costs: The total project cost is just about \$17.3 million, so this is a very large project. It's not a reconstruction, it is a rehabilitation, but the cost is frankly due to the size, right? We're going from Highway 61 all the way to Ideal, which includes East Point Douglas by Hy-Vee, and then MnDOT with Washington County is redoing the interchanges as well. Below that project cost I have all the different funding sources we have: Federal Funds, \$5 million, TIF Funds, MnDOT, Washington County, \$5.3 million and that's at the interchange; the City does have a cost share in that, but our cost is in our numbers already, so that's just the County and MnDOT. Water & Street Utility Funds is very small because this is not a reconstruction project, we've got minor utility repairs to do. Right now, the Storm and Streetlight costs are all eligible between the Federal Funds and our MSA Funds. Total MSA Funds that we're projecting to have available for this project is about \$4.6M. We will have the 80th & Keats roundabout in 2026 as well, we're looking at about \$2 million there, and what we can do is what we did for East Point & Jamaica, a State Aid advance for up to \$4 million. So, we're looking at about \$2.6 million, in our typical apportionment, and then \$4 million more would be an advance, and then taking out the roundabout, we'll use that.

Estimated Assessments: This is a project that we look to assess for our 429 Special Assessment Policy, it's about \$2.2 million, that does need to be determined based on Special Benefit Appraisals just for budgeting purposes. We took a look at similar properties, similar projects, and we want to get a more realistic number for Council on what those would be, only because our policy shows us a high assessment, we know historically Special Benefit Appraisals for commercial projects don't support those.

So, you can see Total Funds Available is about the Total Project Cost. One thing, working with Brenda, it's important to point out that this isn't bonded for, right? So, we don't have bonding money, and the assessments are not immediately available. We do know there's a certain amount of folks that pay in full, but we do have to look at actually funding this project during the construction season, and some of that is going to come back over time.

Proposed Improvements: The main thing I want to hit on is this is a Rehabilitation Project. It's kind of like Pavement Management, in general: Spot curb replacement, full pavement replacement, of course, spot sidewalk replacement, all the trails are being replaced, and then lots of other work that I'll talk about. But it's not a Total Reconstruction, like East Point & Jamaica.

As we start on the western end, we've got the ramps with the interchange being redone; the green is all the concrete so that interchange area between the two bridges is concrete, and then the ramps themselves are all concrete, and that is being redone, along with the signals. That is technically a MnDOT project, that was originally in 2028, and we worked with MnDOT to move it up to 2026, because that was about to be a pretty bad situation to do 80th Street and have all that impact come back and do this two-year plan, so that was a big win to move that project up. The bridges themselves are actually in really good shape, structurally, so there is not a bridge replacement happening, but I will talk about the aesthetics of the bridge in a little bit; there are some things we can do to improve those.

Council Member Olsen asked when's the last time those were inspected? Director Burfeind replied so, MnDOT does the inspection, and if it's like ours, it would either be on a two-or-four-year cycle, but it would be a standard inspection cycle that MnDOT would do.

As we move to the east, everything in yellow is all asphalt, so that's all asphalt being replaced. Some things I want to mention is there's a sidewalk link that's always been missing from Culver's to get you to this side of the interchange, MnDOT is looking at installing that with this project. Bolton & Menk is doing that design for that component and will bid this all as one project. So, I talked about that as a MnDOT project because they're really the lead agency, but Bolton & Menk is doing the design for that. Actually, I should have mentioned, I jumped right into it, Mike Warner and Mike Boex are with Bolton & Menk, those are the folks in the front of the room here, they did the design for East Point & Jamaica, so we're obviously in good hands with them on this project.

As we move to the east, we've got dual left-turn lanes that we're going to install at Hardwood. Remember when Hy-Vee came in, we installed those really long single turn lanes, that was really what we could do at that time and that was meant to get by, but we really do need dual left-turn lanes, which is a big part of this project. What that does is it really allows us to free up more green time as far as the signals, because we have a really long left green time to clear those super-long turn lanes, so that will be a big improvement at the signal.

On East Point Douglas Road, I talked to the Council about this, right now you've got a signal thru lane, which is confusing at the signal. We're going to be redoing this to have two thru lanes, one will be a shared thru, right, but it will allow for two thru lanes of traffic to move through the signal like it used to; so, that will really clear up driver confusion and will still maintain dual left-turn lanes into Hy-Vee. So, that's a big improvement for this project.

Mayor Bailey said so a question on this section right there. As you're keenly aware, we were just out at ICSC talking to a developer, who wants to redevelop. At that access point to get into Dairy Queen, are we going to create a turn lane?

Director Burfeind replied yep, so right now there's a right-turn lane in; are you looking for like a left-turn lane or just adding more for that right turn?

Mayor Bailey said well, I'm just thinking more, just for stacking, if you know what I mean.

Director Burfeind replied yep, to answer your question, so we are extending these right-turn lanes as far as we can, and I know there's been some question about that access location. It does get trickier as this is a big grade as you come down, so that's something we'll continue to look at, if there's information on that, but we are extending the right-turn lane.

Administrator Levitt said when we originally looked at that, it was over a 10% grade coming in; the problem is it started to eat up one of those lanes, and so it made it difficult with the blueprint that they gave us for their option for redevelopment. Actually, the grade, you know the slopes of the embankment started to eat up a lot of the property, because they were desiring a right in and right out.

Mayor Bailey said so, the other part then, too, would be getting into like where Caribou is or Walgreens, they're the same thing where there's not much, I mean you're there, and if people are backing up, they're actually backing up into the drive lanes.

Council Member Olsen said and that property owner does not maintain that parking lot at all; there's huge potholes in there right now. Director Burfeind replied yep.

Council Member Garza said and that other area that you're talking about right now, turning off of there, it backs up the Dairy Queen; so, in the summertime, that Dairy Queen sometimes you can't even turn there because there's such a long line there, so, that's a really big problem.

Director Burfeind replied and Dairy Queen is its own unique challenge. We can fix it, but I mean, we've tried to go to Dairy Queen.

Council Member Olsen said we actually talked to Dairy Queen Corporate out at ICSC because that property owner is a one owner, right? It's not owned by like a huge group, and he actually wants to become a Grill & Chill, but the question is on that site, is there enough room? So, there may be some additional conversation to have there with him.

Mayor Bailey said and Ryan, I don't know if this is you or if this just for us, from a staff standpoint, I know we're getting a little bit in the weeds here; but if we were to do or they were to say, hey, we're going to do a right in, right out or you guys would develop or create this right in, right out there, how much advance time do you need? Do you know where I'm going with this? Because if they're working their deals with the different building owners over there, I mean if you were to do a deal with all of them through there, which is what I know they're trying to do, to redevelop that whole area, how much time to make it literally make sense?

Director Burfeind replied we'd have to do the design for the project; I mean, we're going out to bid in February, so, I mean.

Mayor Bailey said so, it has to be this year, basically? Director Burfeind replied yeah, it has to be this year.

Administrator Levitt added because some of it we're also going to need Right-of-Way; so it's also development design and details, and we can't design it unless we secure the Right-of-Way. Mayor Bailey confirmed with her we can talk about that next week.

Council Member Thiede asked so what is the status with MSI Manufacturing Solutions and so forth? I know there was discussion with all those groups in there to totally redevelop that whole area, right?

Mayor Bailey replied yes, it's still; Council Member Olsen said yeah, there's one linchpin that needs to be pulled, and that's what we're waiting on; otherwise, they're good to go. Mayor Bailey said otherwise it looks like they are, based on what we just heard out in Vegas.

Council Member Garza asked so what are you talking, that they may redevelop that little mini mall back there? Mayor Bailey said yes, everything.

Council Member Garza asked that whole section? Mayor Bailey replied yes. Council Member Garza asked that hotel and everything? Mayor Bailey replied yes, they should, Dairy Queen, Valvoline, all of it. Council Member Garza said that would be really nice.

Council Member Olsen said those lights that you're proposing, are those the new style that you put in down by Target? Mayor Bailey said oh, leave that for later, that's not.

Director Burfeind asked in terms of the streetlights? Yep, that'll be our new style that we have by Target and all across 80th. Mayor Bailey said I like that.

Council Member Olsen asked did I steal your thunder? Mayor Bailey replied well, no, I just have a question about it later. I like that, though.

Council Member Garza said I have another question about Hardwood. So, right there, where we're going to come across and right now, it's not really aligned, so quite often people will go into your lane; there's two lanes that come over and two lanes that come over, but they're not aligned. So, are we going to get those aligned now?

Director Burfeind asked are you talking about 80th?

Council Member Garza replied no, coming down Hardwood. Mayor Bailey said Hardwood coming south. Council Member Garza said yep, so, you have the two lanes and two lanes, and there's two lanes that go across to where Walgreens is, but if you notice these two lanes they cut over to each other. And so many times this car here will go into your lane, and you're like beep-beep, no, wrong lane, get back over. So, it's really a big deal because it happens quite often. Council Member Olsen said it happens all the time.

Director Burfeind replied we can look at that striping. I will say with the rehab, we're not making major curb changes and alignments, but we can just look at where that is.

Council Member Garza said I mean, it's bad, and it's happened ever since we updated that little section.

Director Burfeind replied and I think some of that might be driven by the fact that folks know that there's a lane ending and think they might try to make that movement early. So, once we develop the two thru lanes the whole way through, that's.

Council Member Garza said but the straight across, you have two lanes fully, so it's truly when they're coming across that light, they're not sure of which lane they should be in; and I don't even think that they're free thinking to get over to the Hy-Vee lane, I think they're really thinking their lane follows that way, and it really follows that way. And when you drive it, you'll see it, I mean its.

Administrator Levitt said and there's a little bit of a crown in the road that actually makes that perception. Council Member Garza said exactly, yep, it makes it not look straight. Director Burfeind replied well, we'll look at that for sure.

Director Burfeind said one thing I do want to mention that makes this project a little more complicated, is when this was redone with the interchange back in the 1980s, it's asphalt on sand; there is no Class 5 on this road.

Council Member Olsen asked are you serious?

Director Burfeind said which we really couldn't quite believe on the plans, so we actually went out and dug holes. It's a different way of doing business, it's not how we'd do it now, and it's not how we would want to redo this road. So, to mitigate that, it would be.

Administrator Levitt said just remember, I was not here.

Mayor Bailey said I was going to look at those guys, did they do this? Director Burfeind replied no, they did not do it, it was before their time, so, and that goes all the way, kind of as you go up the hill to about right here.

Mayor Bailey said wow. Council Member Olsen asked what would be the logic behind that? Mayor Bailey said I bet I can guess.

Director Burfeind said with concrete, you will see that sometimes, but yeah, not usually with asphalt. Now, obviously, we're not in a position where we can do a full reconstruct and a Class 5 section, that's not in the timing or the cost. So, what we will do is we're going to reclaim the asphalt into the sand, make an aggregate base, and then we're going to do what we call a stabilized base. We did that on West Point Douglas Road in 2020, we actually injected it with oil and some old special design that we worked with a firm on to really basically give us what's an equivalent of a Class 5 base.

Council Member Olsen said so, it's like another layer, which Director Burfeind confirmed.

Director Burfeind said that will fix that issue, but that does add time to the project, but it is a necessary thing we have to do.

Council Member Garza asked what is the longevity of that? What is it equivalent to, as far as if it were a Class 5?

Director Burfeind replied I think it's going to be very similar and realistically, with it not being a total reconstruct, whatever that next timeframe is on major roads like this, 20-30 years out, the City will be in a position to totally reconstruct it. But we're trying to design it in a way that its going to kind of match up with the rest of the curbline and things like that.

Director Burfeind said the project, from like a scope perspective, I will say it will be a little similar in some ways as you move east, you're out of the mass to do the larger turn lane work at Hardwood Avenue and all those changes. Here, we're talking really good concrete, this concrete was in 1998, so curbs, medians, all those things, in general, are in really good condition. So, we'll have spot repairs with those, redo the pavement, and we're going to bring that stabilized base up to Hinton Avenue, right here.

We will be redoing parts of the Hinton Avenue signal, we did replace parts of that a few years ago, kind of with the Caribou project. There was that unusual signal as you're heading southbound where we changed it to be the arrows and be a lot more clear. There still are more improvements that we want to make there as we move along.

Council Member Thiede said right there, at KOK Funeral Home and the left turn going east onto Hinton, you know, and I've done it, too, not necessarily anymore; the cars coming up, they're going to turn on Hinton, and they first go into the turnoff for KOK Funeral Home, then all of a sudden they say, oh, I've got to go back out. So, the question would be is why not just make that turn lane all along there, if you're pointing at that, do you know where I'm talking about? Right there, and instead just make that whole thing a turn lane. Then, if somebody goes over there, they go, oh, well, I've got to go to the next turn.

Council Member Olsen asked is there enough room for that, guys? Council Member Thiede replied, well, I think you just narrow down the wing there.

Director Burfeind said we also look at kind of the safety component. Because there is no opposing left, that helps; you wouldn't do that if there was an opposing left, because the cars would think they're going left but you're going straight and you'd have a collision. But here we could take a look at that and see; we actually have talked about this corridor, you have all these little left-turn lanes. That's part of my phasing plan I'll say it later on, we weren't proposing to take those medians out because they're in good shape, but part of the phasing plan

would involve taking those out and we could put in something different in the future. So, yep, we can certainly look at that.

Mayor Bailey said well, then, let me throw my two cents in on the only other thing with this project. When you go in like you're going to go to, I'll just say Tom Moy's, when you're coming down the hill, there's no turn lane, you're in the lane, and cars are stacking up behind you or could hit you. And then the other thing, coming out of there to go east, it's narrow, it's like it's not, and I know you just said all those little things there; I'm just telling you it's difficult to get out there and then cut across without literally having part of your wheels go over the curb just because of the spacing there, so just take it from somebody who goes in there a lot.

Council Member Garza said and back to this triangle, too, that gets really backed up when school is happening. So, when that turning lane to go left onto Hinton, where the little break is, if you did extend it to the turn lane back from KOK, that would help that stack up as well because it gets pretty intense, especially in the afternoon, so.

Director Burfeind replied these are all good things we want to hear. I will say it is challenging because we're not proposing a full reconstruct, so that's part of what I want to talk about tonight. They're certainly everything we want to look at, and I think we don't want to throw anything off the table, but it is just a challenging situation with a lot of curbs that we are proposing to take out. But now is a good time, right? This is a major project and we want to look at all these things to make sure we can try to address them.

Just as we continue to move our way east, it's really similar work happening by the high school. We're going to talk later, during phasing, in terms of what's a priority with the high school. Obviously, it's a challenge today with what the high school is doing, we have to do a lot of coordination with them. They're doing major work to really pull all that traffic off of 80th, and that's going to be a huge improvement. They're doing a lot of that work this year, but we really have to look at when's that going to be done, when is their new access road going to be done, because that's going to play into our construction. If we still have the major backups on 80th when we're doing this project, that's going to be a big challenge.

We are going to be replacing the Hyde signal, no major changes, but we're going to make different pedestrian improvements; it's pretty tricky right now because pedestrians have to like push the button on the south side of the frontage road, but then they cross, and something might happen as right now they're stuck in the median. So, we're going to be working on those pedestrian crossings to improve those quite a bit as well.

Council Member Thiede asked so even though you're not showing the high school changes on here, you put all the changes to 80th Street that are going to be there, right? Because you have a little green area in there.

Director Burfeind replied yep, that's correct. The big change is this right-turn lane, right here, that's the largest, and that'll go into their new entrance, right here; and then we're also extending this left-turn lane as much as we can feasibly do it to the left into like Crestview Elementary, and the School District is paying for those modifications.

Council Member Olsen asked are you doing catch basins while you're up there?

Director Burfeind replied so, we'll be inspecting all that, we won't have any full replacements, but there's different things we do on a project like this; we might do like lining of them, different things like that, so we'll be inspecting everything.

Council Member Garza said I thought the School District proposed another light for the school, the kids specifically, it was just for the students when they drive out of their parking lot. So, is that that one there, or I thought there was going to be another one down or something, or maybe they're just redirecting the students to this one.

Director Burfeind replied redirecting, so no additional signals.

Council Member Garza asked is that for the students to come out at the light instead of coming out at the stop sign?

Director Burfeind replied yep, part of it will still be kind of that main parking lot entrance with the signal, but now the parent drop off, pick up and all those are going to be kind of changed around.

Council Member Clausen said I have a question on landscaping areas in green. A couple things: Is the old landscaping coming out and is new going to be replaced? And I also want everyone's thoughts on this, that landscaping looks pretty, but its expensive to maintain. I know in the last several years we probably haven't maintained it probably the way we should. One thing I noticed is, at my other job, when a car would hit a tree in an accident, we never replaced it; so, a lot of these places started off with a group of four trees, or a group of four or six trees in a row, and over time, they either die or they get hit or damaged and they're not replaced. So, it kind of looks unkept, so I'm just kind of getting everybody's ideas. Do we want as much landscaping there? It looks nice, but I'm just thinking with the time.

Council Member Olsen said you've done some hardscaping.

Administrator Levitt replied I think you're stealing Ryan's thunder; Director Burfeind said that's actually my next topic is aesthetics, so. Administrator Levitt said you're on the right track, and Director Burfeind said you're thinking on the right point, so. Administrator Levitt said yes, you're right there.

Council Member Clausen replied I set you up there, I teed it off for you; Administrator Levitt said that was really good.

Director Burfeind said the last thing I want to mention before we jump ahead is the key to this project is we are not, we have no easement acquisitions. So, East Point & Jamaica, that was a huge challenge. It's really important that we maintain that because there's Federal Funding; if we had to engage in easement acquisitions, this project would not happen in 2026, there would be no way, there's such a rigorous process with Federal Funding. So, we're able to build everything shown here without easements and that's a key part of this project is to maintain that.

Aesthetics: Director Burfeind said we've talked a lot about this, and what's happened over the years, right? There are a lot of planter beds out there, and generally, those are maintained by the Parks Department, and my guys do help out because it has gotten pretty challenging.

So, we want to kind of focus on what's the right areas to have those aesthetic improvements and where do we have hardscaping? You saw like Jamaica & East Point, there's a lot more hardscaping now, it looks really nice, very low maintenance, and its a much better solution.

This is the big median, right after you head east, Valvoline's right up here; this is one we do want to maintain as this whole area will stay as landscaping, but changing it out. So, we would freshen it up, we'd look at more rock instead of grass, just like Jamaica when you come out of the roundabouts now; I think it's a really good, clean look, and it is so much lower maintenance, we're not re-mulching every single year.

Council Member Olsen said and you're not dealing with the salt-covered plants and everything.

Director Burfeind replied correct, yep. We'll maintain some of the trees and some of the more-hardy plantings, like we did down there, and I think it's a really good look, and we'll maintain that in this area. Then we have the exposed aggregate that goes that direction, I will say that is getting older; we're looking to replace that with the colored, stamped concrete and some of the pavers so it'll really match that look that we have from the roundabout to the East Point signal.

Council Member Olsen said good plan.

Director Burfeind said and that's one of our focal points, right? That's an entry to the community, we want that to look good, and that's a good spot for us to invest our money.

Director Burfeind said talking about the bridge, like I said, the bridge itself is in good condition and actually the deck is really good. The bad spots were in between the bridges and that's where they're doing all their reconstruction work. You can see the railings, this is 80th Street itself, a nice, new railing, that was put in with that separate project in 2016, 2017. Some of the worst part, though, is the J barriers, right here, and then the median; its not that its degraded, but its been hit by cars, plows, its just scuffed up, its marked up. So, we talked to MnDOT about well, you're not replacing the bridge, what can we do to improve that look, understanding that it is a City cost, not a MnDOT cost. Bolton & Menk was involved with a project up in Anoka that had a similar situation, that had an old railing that had to be dressed up, but there's a colored, kind of pigmented concrete sealer that can be applied to all those surfaces. So, you go from kind of that beat-up white concrete to almost like the colored concrete that we have in the median areas; so, you can kind of see a before and after here, it's a little shaded, but

just a really nice, clean look, and we can kind of pick some colors to match the rest of the project area. We'd look to apply that to the barriers, the medians, all those things; there may be some parts of the median that will need to be replaced anyway if they're settled or sinking, but that's one of the main things we're looking to apply to all those bridge decks.

Council Member Olsen asked is that a colored sealer, like you see like some people do in their garages and whatnot? Director Burfeind replied yep, that is. Council Member Olsen said so, it protects the concrete to some degree as well.

Director Burfeind replied yep, and its something that would have to be maintained over time, but that's, once again and to your point, with the community, we really want to plan to make that look quite a bit better. When you combine that with the new railing and then all those actual interchange areas being done up with new asphalt and new concrete, that should improve the look quite a bit.

Director Burfeind said the last one is as you go more east on Hardwood, that's before 80th Street, that's where you get a lot of landscaped beds. So, on the left is an example of the median beds, like Council Member Clausen mentioned, where its really just degraded over time, they're very narrow, the plants have struggled. So, with those center beds, we're looking to replace more with the rock; we'll see if there are some type of plants we can do, obviously if we can maintain trees, those are a little bit wider, but we want to once again mimic East Point & Jamaica with that look and the hardscaping.

These are a real challenge, these are between the frontage road and 80th Street, and they really go along that whole corridor. We'd like to replace more of these actually with concrete, and we could talk right now is it just plain concrete, do we do some colored concrete? We can still maintain parts of them with the trees, I think if the Council would like to see that, but try to just reign them in a little bit because 80th is now our busiest road in town. It is a big challenge to maintain this level of landscaping.

Council Member Olsen asked so you want to do something similar on the right as to the left?

Director Burfeind replied yep, I would say so, maybe do a little bit less rock and maybe more actual concrete, just to really reduce the long-term maintenance I would say, if the Council is open to that approach. So, not eliminating all these medians and these beds, just kind of reigning them in a little bit, and providing more hardscaping that we can maintain better.

Mayor Bailey said well, I do know talking to Zac, I mean, I'm always watching those poor guys and gals out there, trying to clean those things out because they've got the prongs on them, I think they were like roses; Director Burfeind said rose bushes, yeah. Mayor Bailey said and they're horrible, I don't know who decided to put those out there, and I know it wasn't any of us, but anyway, most cities what you're seeing now is they're doing the concrete or the stamped concrete and then just trees. So, to your point, I don't know that you need to have a whole bunch of, maybe more trees or a couple extra trees in there, but you don't have to have all the green ground cover like that, personally speaking.

Director Burfeind replied nope, that's good. If Council's okay with that approach, that's kind of what we were looking for tonight. Is Council okay with it?

Council Member Thiede said the less, the better, I think on those. Council Member Olsen said I agree, and you've already identified the trees that are hardy enough to make it; Director Burfeind replied yep. Council Member Thiede said and I mean, they're making pretty good looking fake trees these days. Mayor Bailey said no, Dave, we're not doing a fake tree. Council Member Olsen replied it's not Phoenix. Director Burfeind replied well, down in Phoenix, you see asphalt everything. Council Member Thiede said it's low maintenance. Mayor Bailey said I was going to say you can do your AstroTurf. Council Member Garza said well, this looks good, I'm happy to hear this because a lot of feedback we're getting on our social media has to do with the aesthetics right now of our City, and there's a lot of comments on how things look overgrown or this or that. So, by minimizing some of these things, we will have less complaints about things, but yeah, there's a lot of conversation right now about that.

Director Burfeind said and that's the idea, focus on the good parts and improve those, scale back to some degree, but still have a natural look.

Council Member Garza said I love that.

Assessments: Director Burfeind said just real quick, we are proposing that this would be an assessment project. We have a Feasibility Report that Council authorized; there are 31 assessable properties, mostly commercial, obviously the two school properties and then residential in terms of the multifamily at GROVE80. So, we are working on Special Benefit Appraisals; when we have a project like this, we actually do Special Benefit Appraisals for every property right upfront because we know that that really is going to govern, and that's the right way to do it. So, we've engaged our appraiser and obviously their lead time is very long, but they will get those done by October so they can be at appropriate times to have Public Hearings and things like that. He asked if there were any questions on the assessment process.

Council Member Olsen said the area that you have GROVE80 in green, and then to my left as you go across 80th and down, we did some work over, is that Hearthside or Homestead or whatever, a couple years ago. Director Burfeind asked in the neighborhood there? Council Member Olsen replied yeah, so there's no double dipping in there, right?

Director Burfeind replied nope; so, yeah, for residential, they do have to have direct access, so, since we're not redoing the frontage road, none of those homes would be assessed there.

Council Member Thiede said so what kind of, I think the people in GROVE80 are probably going, how much are they going to be assessed?

Director Burfeind replied so, that is an assessment, I mean, because it's an apartment, it goes to the apartment unit; I do believe, can you look that up, Mike?

Council Member Clausen said we do know that some are getting subsidized; Council Member Garza said that's what I mean, are they going to pass that along? Council Member Thiede replied to management. Mayor Bailey said I'm assuming at some point they probably would.

Director Burfeind replied we can look it up; we have the proposed assessment. I will say since it's residential, that we've seen in the past, our policy is under Special Benefit Appraisal, so we can confirm that.

Mike said the policy calc was \$271,000.

Council Member Thiede asked how many units are in there? Director Burfeind replied I believe about 140, maybe, so it'd be in the \$2,000 to \$2,500 per unit. Council Member Thiede said well, we'll have to see what they do.

Director Burfeind said and obviously, it is a new apartment, but it is built on an old road, so the assessment is based upon the road and not when their construction was.

Mike said sorry, Ryan, with the 45%, that was \$122,000. Council Member Olsen said that's quite a bit less. Director Burfeind said very good, I'm putting Mike on the spot. Council Member Olsen said you passed. Director Burfeind said he's got about a 150-page report right there that he's got to dig through, so luckily he knows it inside and out, so, theirs is lower.

Staging: Director Burfeind said so now, we're talking about construction staging. Really what I'm hoping to get tonight, obviously, it's getting late tonight, just more priorities from the Council. I'm not looking for hard and fast answers, but this is a lot like East Point & Jamaica in terms of the staging. You know, three years ago, we talked about everything from road closures to one-directional traffic, right? If you remember, on East Point Douglas Road behind Target, we had one-directional traffic, and then maintaining two lanes of traffic. One of our challenges out here is once again very narrow Right-of-Way and not looking to remove all those curbs, right? So, there are areas where the two-directional traffic is a challenge, but we'll talk through those.

So, I'm really going to talk about two separate areas: I'm going to talk about west of Hardwood and east of Hardwood. East Point Douglas Road, just the way it lays out, is pretty straightforward, really the way to build that is traffic on each side, right, we've got 80th and then we'll maintain one lane of traffic in each direction. So, really how Jamaica was built two years ago. So, everyone can make all the same movements and go where they have to go, but this is a construction project, and we have to do one side at a time, so there is congestion related to that, but they can get where they need to go.

As we look west of Hardwood, so for the ramps, those are single-lane ramps, so those do have to close to be reconstructed; there's really no way around that, it's just a matter of how we do that and how do we phase it with that leg of 80th Street. Two ways we could approach that, and it's about a month difference in construction timeframe, and the key of all this is making sure we can build it in a year. If you remember, East Point & Jamaica

was making sure we could build it in two years, this is making sure we can build it in a year. We could have the approach of closing all the ramps and then you'd close this at the same time; that would cut a month off the overall project schedule from November to October completion from the overall project, but you are looking at a full closure of those ramps and of 80th Street. And just to be fair, it not only impacts here, but it does impact this side of the highway as well because they would not have access. So, you'd also see some level of cost savings, it's hard to put a number to that, but you're not switching traffic lanes around and maybe reducing some temp signals.

The other option that MnDOT is also open to is basically close two ramps at a time, and close them on the same side. We want traffic if we do two at a time to kind of use the same route each day. So, let's say you live over here, these are closed, now you know you go to work on 80th and you come home on 80th. We don't want to let's say close both of these and have one open because now you go to work one way, you come home on a detour, that's confusing. If we did do that, we would do 80th half and half as well and we'd maintain one lane of traffic in each direction. So, just that's really the first decision point, and I will say it plays into some other ones because it is a tight project schedule, that is a month time difference; but I know we talked about that for East Point & Jamaica, and the Council direction was to go with a full closure at the interchange and it was really not palatable. I just want to at least have that discussion and lay it out there and see what the thoughts are.

Mayor Bailey said I think you do the half and half; Council Member Olsen said I do, too, and Council Member Garza said we've got to. Mayor Bailey said because the only thing if you did the whole, Ryan, we're going to end up dumping all the truck traffic, too. It's going to go down East Point Douglas, you know what I'm saying, to get to all the businesses and such over there. I mean, I'd say we could ask the business group down there, but I would assume that they would prefer a half and half. Council Member Olsen said I agree. Mayor Bailey said because if it was a significant, like a year difference up there, a month, I'm saying you do half and half. Council Member Garza said that's a major impact on those smaller businesses right there, and so, I think they would very much appreciate it if we could make it so we could get to and from them.

Director Burfeind said as I talk through this, on the next slide, what we're looking for is priorities; I kind of have three priority points I'm looking for direction on, and that was one of them. So, think about that one, and I think that's a reasonable approach. Like I said, each point, I'm very straightforward, we're going to just do traffic, one side at a time, and maintain one lane of traffic.

As we go east of Hardwood Avenue, with the medians in place, so Hardwood is down here, Ideal's here, with all these medians in place, there's not enough room to have traffic going in each direction on one side of the road or the other because we have to maintain left-turn lanes into all those businesses. So, there's two lanes of traffic, so you could have traffic going in each direction, but then we wouldn't have left-turn lanes for kind of the opposing traffic. We would do the road, I mean, we might phase it out, but we'd do the road half at a time, but to have call it head-to-head traffic, right, traveling on each side of the road, we'd need to remove most of the medians and then add two temp signals. So, it adds about \$550,000 in project costs above what I had on that first slide. Now, you saw on the first slide, with the assessments in there, and now we have to figure out how we kind of cover it in the meantime, and we fiscally at this point don't have the budget for it, but it is \$550,000.

The other challenge, because we are removing all those medians and replacing them, it adds about two-to-three weeks to the project schedule; so, that's something that we can dig into, right? But before we spend a lot of time and money, I wanted the Council direction on what were the priorities, so.

Council Member Olsen asked what's the other option?

Director Burfeind replied the other option is one-way traffic. The other option is you still will do half the road at a time, but traffic only goes one direction.

Council Member Olsen asked so what do they do instead?

Director Burfeind replied so, then you'd have to detour, and we can decide which traffic, which way to send them, right? They don't have to go eastbound on the north side, westbound on the south side, if we decide that it's most important to get into the business area and to Highway 61, now you have a detour on the way home. And this would only be up to Hardwood, so Hardwood and East Point would be open; so, people coming from Highway 61, let's say we do one-directional traffic.

Council Member Olsen said but people could go up to 70th and around.

Director Burfeind replied correct, so your detour would really be officially 70th Street. Now, let's say that you, or Jamaica Avenue, let's say you live in this neighborhood, you're probably going to come home, go down to East Point, and just come in this way. A little trickier if you live on the north side because it is closed at Hardwood, so other than Hidden Valley, which we don't want cut-through traffic on Hidden Valley, you know folks would have to take 70th Street to get down to these areas. So, it's more of a detour.

Council Member Olsen said it's an extra five minutes.

Council Member Thiede said so, can you use the service road where it is? Council Member Garza replied no, because it starts down here, which Director Burfeind confirmed.

Council Member Thiede said it starts at GROVE80, but you know, at a certain point you could cut over or let's say.

Director Burfeind said I think the intent is we'd want to give the contractor the whole side to work on, as one step of the project, just because the more you kind of piecemeal that up, it's more time.

Council Member Olsen asked so if you do it the second way, what does that mean in terms of time and cost?

Director Burfeind replied so, if we do it the second way, it saves \$550,000 in let's say real project costs; the \$350,000 is median replacement, \$200,000 is some additional temp signals we have to put up.

Council Member Olsen said, which means people's assessments are less.

Director Burfeind said correct, the assessment calcs would change. Now, for the commercial properties, it might not change it because the Special Benefit Appraisal would govern; for the residential properties, it probably would reduce their assessment, and it would save two-to-three weeks.

Now, this is another decision point: Is there a priority to keep head-to-head traffic? We can still dig into that, and I can bring that back to the Council if there's a really strong preference that we have to rule out head-to-head traffic, like we have to know that we can't do it in one year. You know, we can go back and look at that if the Council is open to maybe that's like, maybe the highest priority is don't close the interchange fully. If this is the second priority, we can maybe play it for a low bid, right, with our design, if you want to look at what's the best way.

Council Member Olsen said I think the detour is a reasonable option, I really do, and when you anticipate the cost savings and how that goes into the assessment rolls and you save the time because you're already adding a month on the other end there, I think this is your tradeoff. That's my personal opinion.

Council Member Garza said so this entire section is planned to, if whatever decision we decide, it's planned to do the entire section at the same time. So, from Hardwood all the way down to Ideal, it would be closed. Director Burfeind replied yep. Council Member Garza said if we close or if we do head-to-head traffic.

Council Member Olsen said yeah, one side at a time.

Director Burfeind replied yep, and we would and my last thing I'll talk about is right by Park High School, but I wanted to hit on the corridor as a whole first. One thing to consider is because you're maintaining both lanes of traffic, there really probably wouldn't be congestion. So, I mean, in the morning, once you get across Hardwood, you're going to have some congestion, but if this was head-to-head traffic in the morning, folks would be dealing with congestion in each direction. Now, they're going to have, let's say we go this way, you'll have a smooth commute to work until you get to Hardwood and then a detour on the way home. So, it's some tradeoffs, right?

Director Burfeind said now, whatever we do, because if the Council's saying let's keep half the ramps open, we're going to time this work with the ramps, right? So, there is going to be less traffic in this area. Jamaica & East Point is different, that interchange was fully open, and you'd get off the interchange, and it was down to one lane.

Council Member Olsen said that was super confusing for people.

Director Burfeind replied yep, I mean we had I think 13 different phases in that project, which we're trying to avoid here, which we can because it's not a full reconstruct.

Council Member Olsen said but this seems logical to me to just save the time and save the money. It doesn't feel like it's going to be this massive inconvenience for people, at least from the way you describe it.

Council Member Garza asked so would it be three months or so on one side and three months or so on the other side, give or take?

Director Burfeind replied I mean I would say roughly; you know, there is some like prep work and some mending work with the wear course, and that's what we'll dial into more with some additional design work.

Council Member Garza asked how long were we closed down up by Walmart? How long, when we did one lane and one lane, about how long was that, two months?

Director Burfeind replied it was about two months, I would say, behind the Target; those were about two months, so, and they're actually, if you remember, we actually fully closed East Point by the roundabout. So, that was kind of a double whammy in that area.

Mayor Bailey asked what's the amount of traffic, do you know what the count is?

Director Burfeind replied well, it falls off dramatically; Mayor Bailey asked like right in this area? Council Member Olsen replied after Hardwood. Director Burfeind said yep.

Mike said yeah, it's like 22,000 by the highway, it gets down to 16,000 or 17,000 by Hinton, and it's down to like 13,000, about half, in the central section.

Director Burfeind said so, it's similar to what East Point Douglas has down there, at Hardwood.

Mayor Bailey said the only, remember Council, is you're now going to dump about 14,000 or maybe 7,000, this is at each way, 14,000? Director Burfeind replied yep. Mayor Bailey said you're going to be dumping that into the neighborhoods.

Council Member Garza said exactly; Mayor Bailey said so, just be cognizant of that.

Council Member Olsen asked well, what are you suggesting?

Mayor Bailey replied well, I want to see what they come up with. I mean, I know that number looks, you know, \$550,000 is a big number; I'm just sharing with you that from a mapping and how to get from Hardwood to 70th, 70th to Hinton or down, to get into those neighborhoods, we're going to be pushing traffic for weeks into residential neighborhoods.

Council Member Garza said yes, that's true.

Council Member Olsen asked which neighborhoods? I'm not understanding, are you thinking Hidden Valley?

Council Member Thiede replied south, the south side of it; Mayor Bailey said yeah, I'm thinking more the south side, but it could be, though, it could be people going up into Hidden Valley, because you all know.

Council Member Thiede said I don't know why they'd go to Hidden Valley, though; Council Member Garza said because it's a short road. Council Member Thiede said if 70th was closed, then that's when they buzz through between Hardwood and Hinton, buzz through.

Council Member Olsen said I mean, Hardwood is a collector road, so it's got plenty of capacity.

Mayor Bailey replied well, I'm not worried about that. I'm just, all I'm saying is people are going to try to find a shortcut, and they're going to go through neighborhoods.

Director Burfeind replied and that's something that we really look at, you know, a lot of times you have those kind of point closures, we did Jamaica and 70th, then it's like really obvious to cut around. We can look at that and with a closure this long, what it might be is Ideal, right? If traffic is only coming, let's just say this direction, and you drive up to it, and Ideal's closed, that's where you might get cut through. That's where there could be some benefit to which direction do we send it; if we always let traffic go over the highway, people are going to get to here and keep going, and at Hardwood, that would be their stopping point, right? They can't continue. Now, all you can do is turn on Hardwood or East Point; so, we'd want to be strategic that we're not stopping them at a residential street because what cars do is just turn into the residential streets.

Council Member Olsen said well, I mean, you're the engineer, what one do you think is best?

Director Burfeind replied I think what we have to dig into, and we can do that, is what does that two-to-three weeks do to us? If that two-to-three weeks of extra time puts us into like late November, that's really not good.

Mayor Bailey replied that wouldn't be good, well, especially with school; Director Burfeind replied yep. Council Member Garza said that's the other thing. Mayor Bailey said that's the other thing I just want everybody to remember is the end date, whatever that end date was; Council Member Olsen said it has to be before school,

right? Mayor Bailey replied yeah, but it won't be. Council Member Garza said no, it doesn't, and these kids have to cross across, too. Mayor Bailey said and this is going into October. Council Member Olsen said but if you save two-to-three weeks here; Council Member Garza said that's still October, November, and Mayor Bailey agreed.

Director Burfeind replied yep, so that was my third priority is by the high school. Do we want to as much as possible limit the work by the high school, and these all kind of play together, right? Because if we keep traffic open at the interchange, that adds some time. If we're open to the one-way traffic, that cuts some time back, and maybe we can have some, call them milestones, even though we'll give the contractor the whole side, we could look at do we tell him you've got to finish by the high school and Crestview first, and then flip vice versa? Or start it later and then finish it first, so that's something we can look at. I will say, just to be clear, the one-way traffic does give us more flexibility to do that because it reduces the time.

Mayor Bailey replied yeah, and to your point, Ryan, that'll be, well, you'll be in construction, that'll be the first year of the new realignment of parking and everything at Park; so, you're going to have a lot of confused people.

Director Burfeind said exactly, it's a double-edged sword because if that new road is open, you get the cars off 80th, but people are trying to learn the new road with instruction going on. So, I guess from a Council standpoint, any higher priority between let's say not working by the high school during school and Crestview, or the one-way traffic? Where would you rate those two? That can help guide our decision making.

Council Member Garza said I think that, and I know this head-to-head is more expensive, but just being mindful of the kids in the school, when we don't have sidewalks, once we get over into the neighborhoods; and so, if we start redirecting traffic through these neighborhoods, we have walkers, you know? And I just think more traffic going through neighborhoods without sidewalks is not a good thing. So, that's something to think about and to look at. But if we get that section done prior to school going back into session, you know, in September, then that's a non-issue as well, even though there are summer programs and things that are happening at our high school as well. So, I don't know, I just worry about the kids walking.

Council Member Clausen said you ought to prioritize getting things done before school.

Mayor Bailey said, well, and I agree with that; I mean the sooner, if you're able to, like you said, break it up, however you decide to do it, break it up where you can get that portion finished up first, and really it has to basically be between Hinton and Ideal, really.

Director Burfeind said I should have added, sorry to interrupt, Mayor, but what makes it work is our stabilized base ends at Hinton. So, this project here isn't actually going to take longer because we have a stabilized base; so that's where this could work to some degree where you let them get in here earlier, do all that stabilized base work, and then all right, it's June 5, now we get into here, and this is just a pavement replacement here.

Council Member Olsen said which isn't going to take; Director Burfeind said which won't take as long.

Mayor Bailey asked so, Ryan, do you think then that, for what you just said, if you were to do it in phases like that with the one-way each way, but still leave it full way down that, from Hinton down until later? Do you guys understand what I'm saying?

Director Burfeind replied I think that's an option. I mean, right, if we put to this side, it doesn't have to be, doesn't need to be eastbound traffic. I don't know if we've gone down to that degree yet; we've got to look at the turn lanes and all of that.

Mike said we've got a lot of left turns in there.

Mayor Bailey said I just bring it up because if it's going to be quicker and easier, I mean, if you can do the one-way each way down to Hinton, and then it's kind of back to whatever you're doing on the other half, it might be a little easier to say than you could just do the, I think you called it head-to-head, right? Director Burfeind replied head-to-head traffic, yeah.

Mayor Bailey said and that saves you the \$550,000, correct?

Director Burfeind replied past Hinton, if it's head-to-head past Hinton, if that was the question.

Mayor Bailey said well, if you did head-to-head to get it done quicker from the high school to Hinton and then the rest of it was normal until that next phase or whatever.

Director Burfeind replied that would save part of it because I would say that \$550,000 is kind of split; so, I mean, if that's something we could look at, that could save part of that \$550,000.

Council Member Olsen said Ryan, and again, you've got to factor in the time.

Director Burfeind said I mean, I will say it's really important that the MnDOT interchange is part of this project, it really is, but that changes the scope, right? Mayor Bailey said that's the key. Director Burfeind said if we were just doing 80th, stopping short of that, we probably wouldn't be having this kind of discussion. So, but it's important that we do it.

Council Member Olsen said but you've got to do it, to which Director Burfeind agreed.

Director Burfeind said and even adding East Point, that added a little bit of scope to the project, but it's so important that we do it.

Council Member Olsen asked Jennifer, as you analyze this with your engineer hat on, what are your thoughts?

Administrator Levitt replied originally, I was more in favor of the head-to-head traffic, even though it was going to take longer, because some of the concerns that you expressed about how much we're going to dump into the residential neighborhoods, but the additional length of time puts you into the end of November.

Council Member Olsen said that's a deal breaker.

Administrator Levitt said and, obviously, if we get an early winter, we're kind of screwed; I mean, we'll be putting a metal wedge on, and then we'll have to mill that off and repave it. So, then you're adding more variability.

Council Member Olsen said more cost, too.

Administrator Levitt said and part of me is wondering where the base section changes at Hinton, could you do two-way traffic from Hinton to Hardwood to maintain your business access?

Mayor Bailey said that's what you had talked about, yeah.

Administrator Levitt said because when you're already doing the base section, you know, maybe there's some efficiencies related to those putty medians.

Director Burfeind said and when we talked about all those different medians between Hinton and Hardwood, especially as you get more into the commercial area, I mean one thing we have thrown out is should you put that many medians back or should you have a contingency fund?

Council Member Olsen said I was just going to say it, if you've got to take them out, you've got to figure out whether you want to put them back in or not.

Director Burfeind replied yep, you wouldn't typically want a continuous set unless there's a lot of traffic, because you don't want people to get in it early and cross, but it's such a low traffic counts going into all those areas; Council Member Olsen said yeah, you could time it out, to which Director Burfeind agreed. Director Burfeind said and then it would just, you'd actually have a section without medians, and then just a continuous set of rock.

Council Member Olsen said well, from where I sit, I'm interested in seeing you save the money and the time, however you choose to do it. That's my 20% of the conversation because the residents will very much appreciate the reduction in cost and the reduction in time, and you're going to mitigate your risk of an early risk causing you some serious headache.

Council Member Clausen said I do like the Mayor's idea, also, of just everything east of Hinton, excuse me, up to Hinton, I should say, is a different detour system.

Council Member Olsen said well, and that's what Jennifer was just recommending, too, and I think if you can find a way to make that work, that would be the ideal circumstance.

Mayor Bailey said you could still do the one-half closed, like if you, eventually the red, once you get to that point, past Hinton, could be the way they go home; and if you close the yellow, past Hinton, you would have a pretty easy, I think, detour route that would take Hinton to 70th, 70th to Hardwood, to get them back down in the business district or the highway.

Council Member Garza asked so, you're proposing head-to-head from Ideal to Hinton, and then one-way directional past Hinton to the freeway?

Administrator Levitt replied vice versa; Mayor Bailey said yeah, the other way. Council Member Garza said vice versa, okay. Director Burfeind said yeah, we'll figure it out.

Administrator Levitt said because one thing is the complaints we get are always from our businesses, right? So, if you can provide two-way traffic in front of the businesses, that's what they're going to prefer.

Council Member Olsen said yeah, that's going to limit their concerns, sure. From maybe like a law enforcement and ability to sort of, you know, modify people's behavior in the short term, Pete, do you have any thoughts on this? Does it raise any red flags with you as far as how your people will be able to keep folks on the straight and narrow here?

Director Koerner replied I think it's always a challenge. Those that want to drive and take a shortcut do, and with past projects, we really target them. I know the one neighborhood, just south of 70th Street, they put the speed bump in that time, and that was just a unique situation. We put a lot of effort into this, and we do get those complaints.

Council Member Olsen said because I know on Jamaica, when people were turning off of 80th Street, they were turning into the wrong lane, and then they were turning into the oncoming traffic.

Council Member Garza asked is there a way to put like signs that say "No Construction Traffic" or "No Detour Traffic" or something more for the residential side of it?

Director Burfeind replied we do put those up, but people don't; we always put them up, but one thing I will say that's good, if people are going down Hinton, the next road is a major collector, 76th, so that's important, right? The next road is this collector street, and it's very busy. And here, we could make the decision, it would be harder for these residents, but we could close these accesses and force them to go; so, they'd have to go down to East Point to leave, but it would not allow any cut through.

Council Member Olsen said you might have to, Council Member Garza said I like that. Council Member Olsen said you might not have a choice.

Director Burfeind said so, it'd be a good remedy for that. That's kind of what we're showing here is we do think that's probably important to prevent cut through and making that project quicker; every time we make the contractor have an access in their work zone, it's just more time and complications, so. I mean, to be honest, from a residential perspective, when we redid 80th down here, we closed the whole road. I remember proposing closing this whole road by the high school; Council Member Olsen said it's impossible. Director Burfeind said but we closed that entire road, and that's how we built that, so not that we don't have sympathy for a residential perspective, it's just it's a different dynamic in a commercial area.

Council Member Garza said especially with the schools.

Council Member Olsen asked does that answer your questions?

Mayor Bailey said you might be able to use that, like you just said, though, you could also cut off, you could have all the access out cut off on 80th except for maybe the one by Hemingway where they could either go down and around, you know what I'm talking about, when you come up the hill there? Director Burfeind replied yep. Mayor Bailey said maybe do, I'm really getting into the weeds now, no parking in front of the residential there and let the traffic go along the frontage road?

Council Member Garza said that's a good one.

Council Member Olsen asked do you guys think we're being as clear as mud over there? Mayor Bailey replied they're just going, oh, my gosh. Council Member Olsen said I keep looking at them, and they're smiling and nodding, but I can smell the smoke.

Director Burfeind said and I think what we'll do is, and it maybe won't have to be as lengthy because we talked about a lot tonight, but we could do another just check in with the Council.

Mayor Bailey replied yeah, that'd be good.

Council Member Olsen said yeah, why don't you guys take some of this and try to put the big brains together and figure out if any of it will work, or portions thereof, or whatever, and then come back and give us some advice.

Director Burfeind replied yep.

Council Member Garza asked don't we still need to talk about the East Point Douglas right there, too?

Director Burfeind replied so, that one's pretty straightforward; that one we're going to do head-to-head traffic, no matter what, just for different reasons, the one-way wasn't an option. Director Burfeind said we'll have some more details, we've talked about it.

Just this is the last slide, what we're going to look to do is we've talked about it, you know, it's going to be an assessment project. We would like to do a mailing to the businesses, to give them more information on that. We're going to work with Phil on more of a Communications Plan, this is a Citywide impact project, so we want to have a larger Communications Plan. We will do more of like a general public open house, not inviting specific neighborhoods, but just make it Facebook or whatever, come here about this project, we'll talk about it. A business specific open house, once we have those Special Benefit Appraisals, and a Public Hearing.

Council Member Olsen said you've got to hammer the what and the why because it's going to be just like the intersection at East Point & Jamaica, which everybody wanted us to fix, and then when we tried to fix it, it was oh, what are you doing? How come you're doing it that way, right? We've got to make sure that we're reaching as many people as possible.

Mayor Bailey said all right, I waited until the end. So, your plans are, how far out are you doing the new, I'll call it our new version of streetlights?

Director Burfeind replied so, we will be taking them for this entire project area, all the way down to Ideal. Mayor Bailey replied perfect. Director Burfeind said, so, the only missing link, but that one doesn't have funding available right now, would be from Ideal to Jamaica.

Mayor Bailey replied that's why I'm asking, and then the other side of the highway, too, then, correct? Director Burfeind replied correct, the other side of the highway does still have the concrete poles. Mayor Bailey said well, I don't like, I hate the concrete poles, but I wasn't expecting us to do that. Director Burfeind said yep, and those are federally eligible as well, so we're good on the funding. Mayor Bailey said well, and they're better.

Council Member Olsen said they're better, they last longer, and they're cheaper to operate. Director Burfeind said they're actually brighter, too, so. Mayor Bailey said and they hold Christmas decorations.

15. ADJOURNMENT

Motion by Council Member Thiede, second by Council Member Olsen, to adjourn the meeting at 9:38 p.m.
Motion carried: 5-0.

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



City Council Action Request

7.C.

Meeting Date	6/18/2025		
Department	Parks and Recreation		
Agenda Category	Action Item		
Title	Parks, Recreation and Natural Resources Commission Meeting Minutes (2025-05-12)		
Staff Recommendation	Approve the May 12, 2025, Parks, Recreation and Natural Resources Commission Meeting Minutes.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>May Minutes 2025</td></tr></table>	1.	May Minutes 2025
1.	May Minutes 2025		



Minutes

City of Cottage Grove

Parks, Recreation and Natural Resources Commission Meeting

May 12, 2025

Pursuant to due call and notice thereof, a Cottage Grove Parks, Recreation and Natural Resources Commission Meeting was held on May 12, 2025.

I. CALL TO ORDER & READING OF MISSION & Pledge of Allegiance

Meeting called to order at 7:00pm at City Hall

II. Roll Call

Members Present: Susannah Brown, Kelly Glasford, Adam Larson, David Olson.

Members Absent: Debra Gustafson, Samantha Crabtree, Justin Waterman, Shane Waterman.

Others Present: Zac Dockter Parks & Recreation Director, Jim Fohrman Parks Supervisor, Molly Pietruszewski Recreation Services Manager, & Council Liaison Dave Clausen

Approval of Agenda

A Motion to approve agenda made by Commissioner Brown & seconded by Commissioner Olson. Agenda approved.

III. Approval of Minutes

A Motion to approve minutes from February 10, 2025. Motion made by Commissioner Glasford & seconded by Commissioner Olson. Minutes approved.

IV. Open Forum-None

V. Presentations-None

VI. Action Items

a. Peterson (Roger & Myra) Park Naming

- i. This is the second review of this application following the park naming policy procedure. There is no formal action needed this evening as two reviews are needed prior to taking formal action. Formal action would take place at the June or August meeting if

Commission chooses to do so. Commissioner Larson asked the Commission if there was a preference between Peterson Park or Roger & Myra Peterson Park. Commissioner Brown stated that with the recent Denzer Park naming, both first names were used, and we should stay consistent and use both Roger & Myra, especially considering both made several contributions to the community.

b. East Ravine Park & Trail Master Plan

- i. This is the second review of this item. Zac received good guidance from the Commission to bring back information for further review to City Council. Included in the packet is information regarding the school district's intention to be involved in the development. District staff responded that at this time they have no intentions of being involved in this development. Also included is a natural resources inventory, the previous Commission memo, master plan, & response from the Community Development Director Emily Schmitz regarding land use as there was a question regarding high density vs. medium/low density. Zac also provided his own professional recommendations to help ease the burden on the Commission as this is a very large master plan with a lot of anticipation of future use and development that can be difficult to break down. The Commission will find that Zac's message is to plan for parks within that 10-minute walk and work back from there depending on how the official plan develops. Zac reminded the Commission that these are just his personal opinions, and he is open to any feedback on any suggestions. There is no formal action needed tonight; however, City Council is looking for feedback from the Commission. Commissioner Brown wanted to address the connecting park trails connecting sites "E" & "F". There was a suggestion to remove the western trail. However, when she learned there will be sidewalks on at least one side of the neighborhood she was more comfortable with the idea to help save on land acquisition costs in some of the other areas. Looking at sites "E" & "F" Commissioner Brown liked the idea of mini parks vs. neighborhood parks, but one area of concern is safe crossings. If there is good access to the community park, which we should prioritize, she would be a little bit more comfortable reducing the size of the neighborhood parks, because there would be good access, but only if those crossings would be safe. Commissioner Brown requested if we could have pedestrian lights similar to Joliet

& Hinton & the railway corridor to make the service area meet everyone needs so they have those safe crossing areas. Zac stated that we certainly can make mention of something along the lines of “the trail system can offer the opportunity to do less in the parks if travel is safe” and that this should be a priority. Commissioner Olson wanted clarification that the Commission’s job is to give council the Commission’s view on prioritization. Zac confirmed. Commissioner Olson asked if we could see the map and discuss each site. Zac presented the following:

- a. Site “A” & “B” is the community park around the lake, which is the top priority for East Ravine Parks master plan in general. This has already started to change as we are forecasting future development.
 - b. Site “C” & “D” have not been addressed yet as they are not currently in the area of study.
 - c. Site “E” has a large knoll in the center of the cornfield that splits the property. This will be where the water tower will be located. This site will be similar to Meadow Grass Park. We will compliment the water tower with a small neighborhood park, which is an efficient use of the property in terms of park trust depth and dedication piece, with minimal land acquisition.
 - d. Site “F” is meant to be a trail hub with the opportunity to be a mini park or an HOA owned park similar to Eastbrook (Antler’s Ridge Park).
 - e. Site “G” is located on the south side of 80th street. This part of the development is segregated from the rest of the park areas and crossing 80th street and Keats can be difficult, so this will serve neighborhoods in this area.
- ii. Commissioner Olson expressed concern over a vote this evening with only four members attending the meeting. However, June will be a walking meeting, & there is no July meeting which means it will be August before we get a recommendation to Council. Commissioner Olson is inclined to vote this evening but before a motion is made, would like to see if the other Commission members have any comments. Commissioner Larson stated that he did like the prioritization of the bigger park and the trails, the connectivity part is very important to him. Commissioner Glasford asked about site “E” & how close it is to the pond/run off into the lake. Zac stated

that area is a watershed area that has yet to be determined if it will be a wetland or a dryland, but it will be a low basin area. Site “E” is elevated so it would not be incorporated into that basin, other than the trail running along the side. Commissioner Larson wanted to comment regarding the survey on the wildlife & trees, that he was very surprised to find out that we had so many very old mature trees and is assuming we would try to preserve these trees. Commissioner Larson also asked where these trees are related to the parks we are proposing. Zac advised the Commission that most of them are in the community park. He also stated that the northern side of the community park is intended to be a natural habitat area with minimal active recreation at all. It will be geared more towards natural hiking and some habitat restoration programs. So, this is not an active area where we would be removing a lot of trees. Commissioner Olson made a motion to follow staff recommendation and add the language as an addendum to the East Ravine Park & Trails Master Plan as outlined from March 10, 2025, communication as Zac has proposed and summarized for the Commission. Commissioner Brown seconded the motion. Motioned passed. Commission was asked if there was any further discussion that needed to be had. Commissioner Brown asked if they have to know about site “G” yet or is it more focused on A, B, E, & F. Zac confirmed that yes, the priority right now is around the center area. Commissioner Brown would like to leave site “G” out as of right now as development and cost of things will change. Zac clarified that the language says it’s not changing, but says that if the development calls for it, it could be reduced to a mini park, not saying that it would. Commissioner Olson reminded the Commission that this decision is not the Commission’s but the Council’s. Commissioner Brown agreed, but, if we are offering input, she would rather not input that we shrink things that we may not need to shrink yet. Zac stated that this site may come up before the other sites north of 70th street, but that some sort of recommendation does stay in regarding site “G”. Commissioner Brown motioned to amend the recommendation to keep site “G” as a neighborhood park and remove the last sentence. Commissioner Glasford seconded. Motioned passed.

c. June Meeting

- i. Typically, in June we do an offsite, non-televised meeting. Zac offered the Commission the choice of a bus tour, meet at a park, or

meet at the council chambers as normal. Commissioner Olson asked that the beaver dam on the south side at Hamlet be included on the tour. Commissioner Brown wanted to request a working meeting and clean up a park or a trail if there is a small agenda. Commissioner Larson inquired if anything has changed at Still Ponds Park. Zac stated nothing has changed besides a natural path that was cut in and more housing development. Commissioner Larson asked if there was any access to the lake in the new East Ravine Park development. Zac stated not at this time. Zac will have staff pick a park and confirm with the Commission via email on location.

VII. Presentation of Information-None

VIII. Action Updates

a. Denzer Park

- i. Playground & picnic shelter has been ordered, and the site has been almost fully graded. The apartment that was supposed to be developed pulled out at the last minute and the housing area behind the apartment was delayed so homes will not be occupied until maybe next spring. So, with these changes, we would be currently building a park in the “middle of nowhere”. Council was wise and pushed the park installation back to a date that has yet to be determined. We will finish some aspects of the park such as the retaining wall, hydroseeding and mulch. This will give staff the opportunity to free up time where we may be able to cut in trails, rock and possibly pave them.

b. Granada Park Parking

- i. Public Services Commission approved the decision that we could cut in a small parking lot with 12 stalls utilizing in house staff in collaboration with the streets department. Construction of the parking lot will begin soon.

c. CG Trailway Corridor Restoration

- i. This restoration project has continued to progress. There were some challenges with obtaining burn permits. There are some large piles between Hinton Ave & Imperial Ave that we are very well aware of and have received complaints from residents. We were hoping to burn those piles this year but were not able to obtain our burn permits. So now we will have to create smaller piles to burn. Chipping and hauling can become extremely expensive, so we need to figure out a way to hack away at this. The best time to burn

is during the winter so this is also a challenge for us, but trust we are continuing to work on the restoration.

d. Oltman Park

- i. City Council authorized plans and specifications & the project bid opens tomorrow (Wednesday).

e. Mississippi Dunes Park

- i. No real changes at this time. We did apply for the 3M priority two settlement funds, and we should hear back in June or July if we make it to the next level which will require a formal application, which we are prepared for.

f. Kingston Park Building

- i. We are at almost 100% completion on designs. The plan was to have the bid go out this fall, however right now council has suggested putting a hold on that based on the current state of the economy as well as prioritizing current projects. We will continue to finalize designs and specs and then it will be up to Council to decide when it will go out for bid. The electrical work however has begun for more sources for vendors and extra parking lights for security.

IX. Donation and Acknowledgements-None

X. Staff Reports & Educational Materials

a. Washington County Parks Board Meeting Notes

XI. Commission Comments

- a. Commissioner Olson asked about the spoils of the dredging from Hamlet Pond. Jim Fohrman responded that the temperature warmed up too fast and we did not want to wreck the brand-new trail, so if we have a dry summer, it will be hauled up this summer, otherwise it will be hauled out after it freezes over the winter. The project did come in under budget so there will be some restoration completed from the high-water levels where it eroded some of the banks.

XII. Council Comments

- a. Councilman Clausen updated the Commission that the city has finally hired a City Engineer that will be starting in June.
- b. In reference to the East Ravine Parks & Trail Master Plan, Council had a developer interested in site "F" that gave a presentation last month. Council asked him to go back and redesign some roads. This site has had a lot of interest for development.
- c. We are in the preliminary planning at looking into proposals to hook the entire city up to fiber optic and how that would relate to the city and this commission as we would like to have all the city buildings and parks hooked up to fiber

optic. We are asking that the potential installer interconnects all our parks and buildings for security cameras and Wi-Fi systems.

- d. As the Commission was informed this evening regarding the apartment that fell through near Denzer Park, there is another interest in this property to develop an apartment that was presented to Council and hopefully that will move ahead soon.

XIII. **Adjournment-** Motioned by Commissioner Olson.

Seconded by Commissioner Brown. Meeting Adjourned at 7:37pm



City Council Action Request

7.D.

Meeting Date	6/18/2025		
Department	Community Development		
Agenda Category	Action Item		
Title	Advisory Committee on Historic Preservation Minutes (2025-04-08)		
Staff Recommendation	Accept and place on file the minutes from the April 8, 2025, meeting of the Advisory Committee on Historic Preservation.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>ACHP Minutes 2025-04-08</td></tr></table>	1.	ACHP Minutes 2025-04-08
1.	ACHP Minutes 2025-04-08		



MINUTES
CITY OF COTTAGE GROVE
ADVISORY COMMITTEE ON HISTORIC PRESERVATION
April 8, 2025

Pursuant to due call and notice thereof, a meeting of the Advisory Committee on Historic Preservation was duly held at the Cottage Grove City Hall, 12800 Ravine Parkway South, Cottage Grove, Minnesota, on the 8th day of April 2024.

CALL TO ORDER

Chair Reckinger called the meeting to order at 6:02 p.m.

ROLL CALL

MEMBERS PRESENT: Jacob Grundhauser, Linda Johnston, Marie Sumstine, Cindy Yff, Herb Reckinger (Chair)

MEMBERS ABSENT: Joseph Gall, Tony Brinkman, Council Member Thiede

OTHERS PRESENT: Max Erickson (Planner), Riley Rooney (Associate Planner), & Emily Schmitz (Community Development Director)

APPROVAL OF THE AGENDA

Motion made by Johnson to approve the Agenda with no changes. Grundhauser seconded. The motion passed unanimously 5-to-0.

APPROVAL OF MINUTES

Motion made by Grundhauser to approve the Agenda with no changes. Johnston seconded. The motion passed unanimously 5-to-0.

OPEN FORUM

No one spoke.

ACTION ITEMS

Historic Preservationist of the Year – Award Preservationist

Schmitz noted that there were no submissions for Historic Preservationist of the Year and opened the discussion for the Committee to nominate an individual, group, or company for the award. The Committee discussed previous nominees and potential new nominees for consideration including the Dodge Nature Center and Paula & Michael Bushilla, the owners of Hope Glen Farm. After further

discussion, Committee Member Grundhauser proposed the Cottage Grove Journal for consideration. Upon review, the Committee supported the nomination for the Cottage Grove Journal as an outstanding leader of current and historic news preservation.

The motion to Award the Historic Preservationist of the Year to the Cottage Grove Journal passed unanimously 5-to-0.

Revised Letter to Historically Listed Properties in Cottage Grove

Schmitz gave an overview of the revised letter to the locally listed historic properties. Grundhauser requested a slight change to the sign off at the end the letter to soften up the wording. Staff mentioned that the letters are planned to be sent out before the next committee meeting in June. Sumstine made a motion to approve with the requested change from Grundhauser. Grundhauser seconded. Motion passed 5-to-0.

Letter to Priority Properties in Cottage Grove

Schmitz gave an overview of the draft letter to priority properties listed in Cottage Grove as identified in the Historic Preservation Strategy Report. No comments or concerns were provided by Committee Members. Grundhauser made a motion to approve, Sumstine seconded. Motion passed 5-to-0.

DISCUSSION ITEMS

Historic Context Study Project Update (CLG Grant (New History))

Rooney stated that New History has completed the first draft of the report which had been submitted to SHPO on February 28, 2025, and to the Committee Members for their review prior to the meeting. Rooney then turned the conversation over to Lauren Anderson, the consultant from New History, to give an overview of the study, timeline and project phases, as well as an outline of the context study document.

After the conclusion of the presentation from New History, Committee Members shared their comments from their review of the Draft Historic Context Study. Johnston mentioned that the Cottage Grove Athletic Association should have a greater presence in the Cultural Life Chapter and requested the sales prices of homes in the 60s to be included in the Residential and Suburban Development Chapter. Reckinger noted the evolution of the businesses from the 1960s to the 1990s in Cottage Grove should have a greater emphasis in the Business and Industry Chapter. Sumstine and Yff noted previous names of businesses that have changed over time. The consultant from New History requested that the Committee Members take some additional time to review the Related Properties section at the end of each chapter to ensure that prominent properties have not been omitted from inclusion in the report and/or if certain properties have had previous addresses

Staff noted that the consultant would continue to work through the Context Study to produce the final draft by May 16, 2025. At that time the final draft will be sent to SHPO for review. The Committee will have the ability to review the final draft again at their June meeting on June 10, 2025. At that time the Committee will have the ability to review with the consultant and be informed of next steps for the future of preservation planning in Cottage Grove.

PROJECT UPDATES – VERBAL UPDATES

Historical Markers – MNHS Grant Submittal

Rooney stated that staff submitted the designs to the contractor. The plaques will be ready and delivered in 6 to 7 weeks. At that time the Parks and Public Works departments will work together to install the plaques in the designated locations as identified by the Committee.

HISTORIC INQUIRIES, ARTICLES, AND RESEARCH INFORMATION

There were none.

COUNCIL LIASON COMMENTS

Response to Moving Historic Structures into City-Designated Park & Open Space

Rooney noted that the Parks Department does not have the funding to support the transportation of historic structures to parks and open space, nor the ability to upkeep the properties. So, unfortunately the City cannot fulfill the request from the Committee to move these structures to City land. There were no other comments from the Committee.

Old City Hall Roof Update

Erickson stated that City Staff including the building official visited the Old City Hall to review the condition of the building. The building official noted that while the structure is sound, the roof should be replaced to ensure that it is kept in safe condition. While there is not funding built into the 2025 budget for roof repairs, should excess funding arise from an existing project, the City will use those funds to repair. Community Development Director Schmitz mentioned that it is possible that the cost to repair the roof could be included in the 2026 budget. Grundhauser inquired about who maintains the structure. Staff noted that the building facilities department maintains all City buildings.

COMMITTEE COMMENTS

Grundhauser inquired if there was an opportunity for the Committee to be involved in the City Visitors Bureau booth at the Cottage Grove Strawberry Fest. Staff noted that they would inquire about the ability for the Committee to volunteer at the Visitors Bureau booth.

Grundhauser also inquired about the new owners of the Furber Property. Staff noted that they hope to have the Madisons at an upcoming ACHP meeting to share their story and the plans for the John P. Furber house and property.

STAFF COMMENTS

There were none.

ADJOURNMENT

Reckinger made a motion to adjourn the meeting. Sumstine seconded. The motion passed unanimously 5-to-0, and the meeting was adjourned.



City Council Action Request

7.E.

Meeting Date	6/18/2025		
Department	Communications		
Agenda Category	Action Item		
Title	Convention and Visitors Bureau Meeting Minutes (2024-11-26)		
Staff Recommendation	Approve November 26, 2024, Convention and Visitors Bureau Meeting Minutes.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>11-26-2024 CGCVB Minutes</td></tr></table>	1.	11-26-2024 CGCVB Minutes
1.	11-26-2024 CGCVB Minutes		



MINUTES

NOVEMBER 26, 2024

**CONVENTION AND VISITORS BUREAU
CITY OF COTTAGE GROVE
12800 RAVINE PARKWAY SOUTH
COTTAGE GROVE, MINNESOTA 55016**

CITY HALL COUNCIL CHAMBER - 7:30 A.M.

A meeting of the Cottage Grove Convention and Visitors Bureau was held on the 26th day of November, 2024, at 7:30 a.m.

1. CALL TO ORDER

The meeting was called to order at 7:30 a.m. by Chairman Justin Olsen.

2. PLEDGE OF ALLEGIANCE

Chairman Olsen asked everyone to please stand for the Pledge of Allegiance.

3. ROLL CALL

Chairman Olsen asked Alexa Anderson, Communications Specialist, to please do the roll.

Members Present: Justin Olsen, Chairman
Tony Khambata, Vice Chairman
Sarah Grecula, Director
Steve Hanson, Director
Laurie Levine, Director
Erik Olson, Director

Members Absent: None.

Staff Present: Jennifer Levitt, City Administrator
Jaime Mann, Assistant to the City Administrator
Alexa Anderson, Communications Specialist
Phil Jents, Communications Manager
Gretchen Larson, Economic Development Director
Molly Pietruszewski, Recreation Services Manager
Courtney Pirsig, Communications Specialist

Others Present: None.

4. ADOPTION OF THE AGENDA

Director Erik Olson made a motion to approve the agenda, Director Laurie Levine seconded. Motion carried: 6-0.

5. APPROVAL OF MINUTES

5.1 Approval of February 27, 2024 CGCVB Meeting Minutes

Chairman Olsen asked if anyone had any changes or corrections they wanted to make on the minutes; as there were none, Chairman Olsen said those will stand approved by unanimous consent.

5.2 Approval of June 4, 2024 CGCVB Meeting Minutes

Chairman Olsen asked if anyone had any changes, corrections, or recommendations on those; as there were none, Chairman Olsen said those will stand approved by unanimous consent.

6. PRESENTATIONS

2024 Holiday Events in Cottage Grove

Chairman Olsen said I had a chance to see this on Wednesday night, and Molly did a fantastic job.

Molly Pietruszewski, Recreation Services Manager, said I'm here to speak on behalf of the Cottage Grove Parks and Recreation Department. We have a ton of holiday events coming up here in Cottage Grove, so we just want to quickly give you a brief overview of all of those upcoming events. Hale to the Bird 5K Race: That will take place on Thanksgiving, this Thursday, November 28, at Hamlet Park. The race begins at 9:00 a.m., and all money raised goes through the Holiday Train Committee, directly to the Friends in Need Food Shelf. You can still register online via ActiveNet.com, with the keywords Hale to the Bird; or you can register onsite as well. It's a great event, usually just shy of about 1,000 people, so we invite the community to come on out and support the food shelf right away on Thanksgiving morning. Holiday Lights Tour: Efforts have begun so the map is going to be coming up soon, but you can still enter your addresses online, now through December 15, that's the last day we'll update the map. If you go to the City of Cottage Grove's website, there's a link on there where you can enter your home address or maybe another family member's address that you know is brightly lit here in Cottage Grove. The website makes a map. On the flip side of that, if you're a family in town looking for something fun to do on a Friday or Saturday night, pack up the kids, punch in that map on your phone, and take a tour around Cottage Grove to see all the houses lit up. Typically, we have between 30 and 40 houses, so it makes for a great event night out with your family. Hometown Holiday: This is coming next week already, Thursday, December 5, from 5:00 to 7:00 p.m. As you pull into City Hall, you'll see things are starting to change a little bit outside. We'll be hosting the Hometown Holiday event here at City Hall; it's a great event with Santa, Mrs. Claus, live reindeer, food trucks, kids games, and we light this whole trail with about 30 inflatables going down the back of City Hall. The Park High School choir will be here, there will be free cocoa and cookies. Wagons are going to start delivering people from either the Washington County building or the HERO Center at 4:30 p.m. Mayor Bailey, Santa, and Mrs. Claus will pull in via a fire truck at 5:00 to light the tree and kick off the festivities. Again, this is another great event, we're hoping the weather warms up a little bit. We invite people to come out for the night. Breakfast with Santa at River Oaks: On Sunday, December 8, this event is sold out; so, if you have your tickets, you're set. CPKC Holiday Train: The train is scheduled to arrive on Wednesday, December 11, at 5:15 p.m. This is one of the larger community events that I have the pleasure of working with throughout the year. Festivities begin at 3:30 p.m. with food trucks, merchandise, onsite warming, lots of fun activities down at the Holiday Train stop, which is really adjacent to the Youth Service Bureau, which is a pillar in the community. This is the 20th year that we have had the CPKC Holiday Train stop in Cottage Grove; it's not a given, so our community strongly supports the Friends in Need Food Shelf, so we were chosen as a stop again. While the train arrives at 5:15, it takes about 15 minutes to set up. The middle boxcar opens, and they perform on stage for about a half hour, and then they pull out of town. We use the wagons provided by Zywiec's to transport people in from the Park and Ride; it will be a little bit busy because as we know a lot of commuters come back on the buses at about 5:00 or 5:15, as it's a weeknight, so we encourage people to come a little early and leave a little extra time to get parked and get down to the site. Parks & Recreation, Get Out and Play!: We just like to remind people that we are just as busy in the winter as we are the summer, so our parks are groomed, there's lots of outside play time where the ground is clean, not a lot of snow. Trails are groomed all winter, so we try to keep the main trails plowed as possible for walkers and runners. Warming houses and outdoor skating rinks are scheduled to always open on December 26, and we're on track this year; last year, we were unsuccessful due to the weather, so we're really hoping for a stronger outdoor skating/warming house season this year. We are opening Glacial Valley Park this winter as an additional outdoor skating rink. Sledding Hills, we have several good hills in Cottage Grove where you can get out there and sled and then utilize those warming houses if you need to. River Oaks grooms cross-country ski trails during the winter once they have enough snow on the ground; it's the same with our snowshoes, it takes quite a bit of snow to get our snowshoe trailer out. We retrofit the kayak trailer from which we rent kayaks in the summer; we rebuild the inside and then we rent snowshoes out of that in the winter. It is kind of looking like they may be back at Oakwood Park again this year. We were hoping for Mississippi Dunes, but the roads just aren't going to be quite ready yet to make sure we can keep them plowed and open in there as much as we'd like to, to make sure the snowshoes are accessible, so we're looking at Oakwood Park one more year again for the snowshoes this winter.

Other Festive Happenings in Cottage Grove

- We had Grocery Bagging at Cub Foods, November 24, it was a great kickoff for the Holiday Train.
- There are a few events at Shepard Farm: Turkey Time on November 29; Introduction to Glowforge: Ornament, on December 3; Snow Much Fun, a Sensory Friendly Saturday, on December 21. Shepard Farm is a great one I would follow on

social media if you have a family here in Cottage Grove or check out their website, as they have a lot of cool, amazing things that they do. You really don't even feel like you're in Cottage Grove but you are, you're right in the heart of it.

- Procrastinator's Market Craft Show at River Oaks on November 30, which is this Saturday, from 10:00 a.m. to 3:00 p.m.
- Fill a Fire Truck is coming up, this year it is going to be down at the Friends in Need Food Shelf; so, it's a great opportunity for families to drop off paper products, which is what they're requesting (toilet paper, paper towels, Kleenex, etc.). So, come and get a tour of the food shelf, see what it's like on the inside. If you've never been there, it's an amazing operation, very well run, and I highly recommend it. So, it's an opportunity to see the fire truck and drop off supplies for those who need it most this season.
- Lions Club Santa Breakfast is at the VFW on December 8, from 8:00 a.m. to noon. Tickets can be purchased right at the door, and it's a great event, very popular in our community.

Molly said that is all that we have going on. I'll be happy to answer any questions that you might have about upcoming events or things related to Parks and Recreation this winter; the Board had no questions.

Chairman Olsen said I've got to tell you, the second time hearing it, it still sounds like a lot. It's a great time of year in Cottage Grove, and I could say that about any time of year, but for those of you who aren't aware, Mayor Bailey has a nickname, we affectionately call him Mayor Christmas because he loves Christmas. He absolutely loves it, and I know that he's behind sort of pushing the staff to add certain events each year, etc. If you haven't been by his home yet, he started lighting it up on Sunday night, so my kids and my wife and I went by for day one, and he's added some new things to his yard; you can land a plane by his yard as it is very, very lit up. Director Levine, you live near there, I'm sure you see the glow; she replied yes. But there's a lot going on and I would encourage everybody to take advantage of one of these opportunities.

Molly mentioned that the Santa Breakfast at River Oaks is sold out, but you can still come to the Cottage Grove Lions Santa Breakfast, also on December 8, it starts at 8:00 a.m. and goes until noon at the VFW; adults are \$12, children are \$8. Santa and Sparkles the Elf will be on hand for you to take pictures and tell Santa what you want for Christmas. So, if you can't get into River Oaks, certainly please come and see us, or do what I do and go to both.

Chairman Olsen said I also want to mention the East Cottage Grove Scramblers, our local Snowmobile Club, has their annual Dust 'Em Off Snowmobile Vintage Swap extravaganza, on January 4, 2025, from 10:00 a.m. to 4:00 p.m.; it's a great day to get outside over at 70th Street and County Road 19. The Cottage Grove Lions will be there helping out with that, too. So, if you miss some of the Christmas events and you decide you want to get outside and have a little bit of fun after Christmas, come check out the Cottage Grove Scramblers. They'll have a radar run, and they have a lot of vintage snowmobiles.

Board Member Olson, I know you've participated in this, so go ahead, what would you like to talk about?

Director Olson said Molly, you did a great job. Most of these events are free, that's neat for families, so thank you.

Molly said there are lots of opportunities to get outside and play.

Director Olson said that's very welcoming.

Chairman Olsen said it is, that's one of the things that makes Cottage Grove so special, so, thank you very much, Molly, and we'll look forward to seeing you I'm sure at multiple events over the next several weeks.

Molly said yes, as we start to see less and less of people's faces, as we start to bundle up more and more.

Chairman Olsen said let's all hope for some really nice weather for our Hometown Holiday Celebration; we had one year where it was a little nippy, last year wasn't quite so bad, so we'll hope for a repeat. Thanks again.

7. BUSINESS ITEMS

1. Cottage Grove Painting and 2024 Food Truck Festival Recap

Jaime Mann, Assistant to the City Administrator, said I'm going to give you a quick recap of the Dowdle Painting Unveiling and our Cottage Grove Food Truck Festival, which was a huge success again this year.

The Dowdle Unveiling happened on the morning of September 14, right before the Food Truck Festival began. We had 16 people, representing 14 different people, places, or landmarks within the City, who all got to put their piece in the puzzle after the painting was revealed. They got to say a few words about their organization or the item that they were putting their piece in; there were about 200 attendees at the event.

At the event, we also kicked off our puzzle sales; so, we sold about 540 puzzles that day, between the unveiling event and the Food Truck Festival. Eric Dowdle was at the unveiling to sign puzzles and also take photos with people, and then he came down to the Food Truck Festival because we had done a coloring contest with some kids; it was in the *Cottage Grove Reports* that they could color a painting for a chance to be a finalist to be awarded a little medallion by Eric Dowdle. You can see on the screen he presented

them with the medallion and their framed coloring-contest piece. He also came to sign puzzles, met people at the Food Truck Festival, and it was a fantastic day. So far, as of November 15, we've sold 941 puzzles; so, we're just about a third of the way through our puzzles that we purchased through Eric Dowdle.

This is a great video, a drone shot by SWCTC, so you can kind of see the full scale as I'm talking through the details of the Food Truck Festival. So, we are estimating over the course of the 11:00 a.m. to 7:00 p.m. timeframe, we had between 8,000 and 9,000 people in attendance. There were 40 food trucks at the event, which you can see, it's a full parking lot of food trucks. We had bounce houses, we had Strawberry Fest Ambassadors there running carnival games. We had police presence there, 17 marketplace vendors this year, and our goal was about 10, so we came in well above our goal. We had 10 sponsors at the event, we had great entertainment in Basic and Boring, who opened the day for us. We had Liv McNair, who then opened for Hailey James, who was kind of our headliner for the event. The Lions Club was there, in the beer tent, we had Dowdle puzzle sales at the event, *Discover Cottage Grove* also had a booth there, and some of you worked that day with us, and we got to talk to a lot of people and hand out a lot of our swag that we have.

Jaime said I'll pull up our revenue. We estimated the event coming in at just a slight loss before we actually had everything come in for the event; our estimates were based on last year's Food Truck Festival event. So, last year, we had 23 food trucks, this year we had 40, we were a little worried that they weren't all going to fit in the parking lot, so I think about 35 is an ideal number of food trucks for next year. That is our goal for our food truck count for next year, just to make sure everybody fits. We actually came in at just over \$7,000 in profit after all is said and done, and you have a copy of this in front of you as well. So, we received great feedback from our vendors, participants, and the public. I had a phone call the day after the event saying please don't ever let this event go away, so we are extremely happy with how the event turned out this year. I would be happy to stand for any questions.

Chairman Olsen said thank you very much, that is just amazing, isn't it? It's got to feel pretty good. He asked if there were any questions at all for Jaime.

Director Olson said I have a thought. From the Lions' perspective, the Cottage Grove Lions are very happy with the event, I'm also on that membership, so thank you from the Lions Club. We had a successful day, and it was wonderful weather, right? So, that helps, so we enjoyed that. The spools, the wooden spools, people seemed to really gravitate and like those for eating, drinking, hey, let's meet and visit. Is there any way, potentially in the future, we could get five-to-eight more spools? Or who is our source for that?

Jaime replied we actually get those free from VanMeter, and at the event, we had talked about putting some at both ends as well, because down by the bounce houses there was no place for people to kind of eat and stand as their kids were playing in the bounce houses. So, we are looking at probably getting a few more for next year so that we could have them at both ends, but we could look at adding some additional down to the stage area, too.

Chairman Olsen said as a note, that's actually one of our Lions member's, Brian Atkinson, who helps us with that; so, I think we can figure out a way to make that happen, no problem. He asked if there were any other questions or thoughts at all for Jaime, but there were none.

Chairman Olsen said I want to say, first of all, a very, very hearty thank you to Jaime and her team; the amount of work that went into putting this festival on is probably not well known to the public. They spent months and months and months and many hours putting this Food Truck Festival together. Then, for those of you who may not recall, we were not originally supposed to do the Dowdle Puzzle Unveiling that day, it was supposed to happen at Strawberry Fest. Because of some logistical challenges, we had to make an adjustment midstream, and Jaime and the rest of the staff here at City Hall found a way to accommodate that and really make it an essential part of a big day for us. I think a lot of people went to the Dowdle Puzzle Unveiling and then just transitioned right over to the Food Truck Festival; they just walked down the hill, basically. But that was no easy feat either because you had to deal with logistics through the School District and Dowdle and his team, etc. So, again, I really can't say thank you enough for everything that you did. The financials speak for themselves clearly; what a difference between year one and year two, and a lot of enhancements. As we continue to learn, I have no doubt there will be even more enhancements, but it was a really special day.

If people like me want to buy the puzzles as Christmas gifts this year, because I plan to give a Dowdle puzzle to pretty much every person I know, how do they do that?

Jaime replied we actually have a Black Friday sale going on right now, where if you purchase between now and I believe its November 30, you have a chance to get a signed puzzle as we have some remaining signed puzzles, so we have 10 people that are going to get a signed puzzle to replace the one that's not signed, that they purchased. But they can go on our website to purchase online, or they can come here in person and purchase them. Also, throughout the next year or so, we will be participating in a lot of events where you'll see puzzle sales going on at community events.

Chairman Olsen asked and what are the costs again, please?

Jaime replied it is \$28 for the 500-piece puzzle and \$30 for the 1,000-piece puzzle.

Chairman Olsen said okay, and you said the Black Friday sale is now through November 30? Jaime replied yes. Chairman Olsen said and they have an opportunity to win a signed puzzle.

Jaime replied well, they're not technically winning it; the puzzle that they were going to get is just going to be signed one instead of the standard puzzle.

Chairman Olsen said I understand, thanks for clarifying that for me; well, that's kind of a cool thing, too, wow. Again, just thank you, I don't know what else to say. It was absolutely fantastic, and I can't wait until next year. Good job.

2. 2024 Q2 and Q3 Lodging Tax and Revenue Collection

Chairman Olsen said Phil Jents is the newest member of our team here, or close to, in the City of Cottage Grove. For those of you who don't know Phil, I want to give him just a minute to introduce himself. I will say he's a local guy, he flew the coop for a while, but we got him back. So, welcome, Phil; can you, first of all, kind of tell the team here and the people watching at home a little bit about yourself?

Phil replied sure. Good morning and thank you, and thank you for the very kind introduction, Chairman Olsen. My name is Phil Jents, I'm the City's Communications Manager. It is true that I grew up in Cottage Grove. A phrase, interestingly enough, that I did not know growing up here until taking this position was that I have a Ph.D., and it's not even on my resumé, or reflected anywhere in a bio, and that's that I graduated from Park High; so, that's a new phrase I got to learn that I definitely use in my personal life. But you're correct, I grew up in Cottage Grove, I'm very happy to be back home, so to speak. I have worked to manage communications in another city prior to Cottage Grove, so it's very interesting and very rewarding to come back here to my hometown and be able to serve the community in this capacity. We have a great team, great colleagues, and everyone, including yourselves, that I've had a chance to work with and meet, I've had nothing but very great interactions with. So, I'm having a really good time so far, and enjoying serving the community.

Chairman Olsen said Phil did not have much time to acclimate; I think we had him rolling up his sleeves on Day 1, if I remember right, and he jumped right in. I think it's sort of been 100 miles an hour, downhill, with your hair on fire ever since, but he's really been a great addition to the team, highly respected, very humble; he won't tell you that he worked in Duluth, but he did, and he did a great job up there for a long time. We're very fortunate to have had the opportunity to bring Phil on staff and look forward to working with him for a long time as he wants to tell Cottage Grove's story, and we're very appreciative of that.

Phil is here today to talk to us a little bit about the Q2 and Q3 Lodging Tax and Revenue Collection, and then I think you're going to move forward into the Budget Approval, so, take it away.

Phil said yes, I'm here to talk about the Q2 and Q3 Lodging Tax and Revenue Collections. So, the 2024 Budget uses a 63% occupancy rate when calculating our 2024 Lodging Tax projections. We also know that lodging typically does dip down in the winter months in Cottage Grove and then goes up in the warmer months, nothing too surprising there, but just something to point out. So, this average keeps our projections consistent throughout the year, and the City of Cottage Grove has collected all of our second and third quarter Lodging Tax and received the following amounts, which you see before you:

Quarter 2: \$21,340

Quarter 3: \$54,186

Total: \$75,526

Lodging Tax collections were higher than projected by about \$54,638.

We also collected additional payments for the Food Truck Festival, beginning in the second quarter, to total \$3,200. Quarter 2 totals show a deficit of \$8,229 based on our revenue projections, but a higher amount of payments were expected to come in earlier for the Food Truck Festival. Those deficit numbers were made up in Quarter 3 money, which collected for the Food Truck Festival.

With that, I'll stand for any questions regarding the Quarter 2, Quarter 3 Lodging Tax collections.

Chairman Olsen asked if there were any questions for Phil on his report; none were asked.

3. 2025 Budget Approval

Phil said the 2025 Budget Approval is before you. Again, as stated in the previous presentation, projections of a 63% occupancy were used when forecasting for the 2024 Lodging Tax Revenue, which estimates a total of \$72,300 in revenue. In looking back at previous years, on average the CVB has averaged a revenue of almost 65% occupancy for the full year; so, for 2025, the recommendation is to continue the projected occupancy rate of 63% for budgeting total Lodging Tax revenue, which would give us a projected revenue of \$72,300. This falls more in line with what has historically been collected yearly from our lodging facilities. It is also estimated that the advertising for the Visitors Guide in 2024 will be \$4,500, which helps offset the cost of printing for the Visitor Guide. Added in 2025

City of Cottage Grove Convention and Visitors Bureau

November 26, 2024

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are estimates for the Food Truck Festival, which based on projections it's estimated that the CVB will collect \$15,500 in both food truck and marketplace vendor payments and \$8,000 from sponsorships of the event. **Total Revenue Projected: \$100,300.00**

Moving on to expenses, those are broken out into two categories: Marketing Expenses and Operations.

So, before you on this slide you see Marketing Expenses, which are the core to the CVB's mission: To promote Cottage Grove as a premier destination for leisure, travelers, weddings, and outdoor enthusiasts; recognized as a successful host city for meetings and conventions, and a prominent and respected venue for sporting events.

As you look at those marketing expenditures, it is in service of that core mission. A reliable history for activities of the CVB is still being established, so funding levels for each line item and initiative for the 2025 budget are based on actual and projected spending.

2025 Marketing Expenses, broken out as follows:

Website Hosting	\$ 1,680.00
Printing of 2025 Visitor Guide	\$11,000.00
Brochure Programs Expenses (Mall of America & Minneapolis-St. Paul Airport)	\$ 4,630.00
Professional Services (Includes Transcription Services)	\$ 400.00
Food Truck Festival	\$20,000.00
Flexibility in Budget and Marketing, Local Events Advertising	\$ 6,425.00
Social Media, will continue to be the focus for the CVB's marketing efforts	<u>\$12,000.00</u>
	\$56,135.00

Operations Expenses, \$104,131.25, includes day-to-day expenses:

Office Supplies and Postage	\$ 1,100.00
2025 Membership with the Minnesota Association of Convention and Visitors	\$ 410.00
Continuing Education (includes MACVB Annual Conference)	\$ 1,700.00
5% Administrative Fee that is paid back to the City for facilitating the CVB	\$ 3,615.00
Contractual Services of 25% to the City (accounting audit, clerical, legal)	\$17,171.25
Portion of salary & benefits of Communications Specialist position	<u>\$24,000.00</u>
	\$47,996.25

Total Revenue Projections:	\$100,300.00
Total Expenses Projections:	\$104,131.25
Net Loss:	\$ -3,831.25

So, moving forward, the CVB is still determining Best Practices and methods for marketing the City, which you'll hear a little bit more about later. Also, the 2025 Budget is meant as a guide that allows for flexibility to adapt and change as we move forward. With that, there is a motion before you.

Recommendation: By motion, Approve the Cottage Grove Convention and Visitors Bureau 2025 Budget.

Chairman Olsen said thank you very much. Before we move to approve this budget, I want to see who might have some questions.

Vice Chair Khambata asked on the projected revenues for Food Truck Donations and Sponsors, Line 3812, for June, July, August, and September, the vertical column doesn't add up for those four months, but then the end of the year totals do; so, I don't know if that's just a quirk with the Excel spreadsheet to get the formula right, but it didn't seem to affect the overall math in the Totals column. It's just something I noticed in that those four months, the subtotals are \$2,000 off on each of those months.

Phil replied thank you for pointing that out; we will look into that further and if any corrections need to be made, we will certainly make those.

Chairman Olsen said thank you, that stood out to me, too, and it could just be the way we're interpreting the data, but it just appears, using my Ph.D., that the math doesn't math. So, if you could check that, it would be much appreciated. But to the Vice Chair's point, when we look at the totals on the far right-hand side, everything appears to be accurate. So, just something to check into.

Chairman Olsen asked if there were any other questions on the budget; none were asked.

Vice Chair Khambata made a motion to approve the Cottage Grove Convention and Visitors Bureau 2025 Budget; Director Hanson seconded the motion. Motion carried: 6-0.

4. 2024 Chandler Thinks Strategic Plan Update

Gretchen Larson, Economic Development Director, said we are going to talk a little bit about the updates for the Strategic Planning process. As you may recall, Chandler Thinks was selected in June to be the consultant that helps us develop the plan. They did their on-site visits on October 7 and 8; we of course interviewed the CVB Board, City Council, the EDA, area businesses, and City staff. Also, the Cottage Grove Athletic Association was our last big interview, and that was on November 10. So, we're essentially done with all the interview processes for right now.

Some observations that came out of that Phase I we'd like to share with you:

- A recommendation to pare down the amount of content in the Visitors Guide and make it more destination focused.
- A need for one or more brand hotels in the City; I'm sure that comes as no surprise to some of you who've been on the Board a while.
- To conduct a short survey of larger businesses to see how many vendors, contractors, corporate visits they have each year and how many overnight stays they may have and what we may be missing.
- Most of the people in town for sporting events and tournaments stay at Woodbury because two teams will fill up the entire Country Inn & Suites.
- The final recommendation, which is interesting, is that we should begin to think about creating destination marketing packages for not only our businesses, but to kind of partner with other areas that are of interest, like Afton Alps or the apple orchard. An example of a weekend package would include like staying at Hope Glen, having coffee or breakfast at Caribou, lunch at Junction 70, dinner at River Oaks, and then you could do things, depending on the time of the year, include golf at River Oaks or a massage at The Healing Place. Again, Shepard's Farm has apple picking and you can learn how to bake a pie, so things like that, that would just expand not just our influence but come stay here and you're only 20 minutes from all sorts of things here and elsewhere. So, that was a recommendation that we found very interesting.

Phase 1 is now essentially complete. They will review their findings with the City Administrator and staff on December 9, and then we'll send an interim report thereafter to the Board and let you know about the Phase I. Then we'll move on to the rest of the phases:

- Phase II is the GAP analysis and a survey regarding the overnight stays, and that has actually already been sent out; we've received responses, and now the analysis of that will begin.
- Phase III is important for all of you because this is your SWOT analysis, which includes your goal setting. I just received an email this morning from them, and they're looking at January 9, 10, or 11 for a two-hour meeting, which would be a virtual meeting with them. So, if you can just put those three dates in your head and make sure that when I send the email that we can nail down one of those three dates.
- Phase IV will be the final report, the tourism action plan, and the roadmap for the next three-to-five years. We anticipate that the report will be done sometime in mid-January, and it will be presented to you in February.

Director Larson said with that, I'll stand for any questions that you have.

Chairman Olsen said thank you for the update, a lot of interesting things came out of that interview process, I think, both on behalf of those being interviewed and those doing the interviews because of their experience in this particular niche, and definitely I think there's a lot of fun things ahead. He asked what questions the Board had with respect to the Chandler Thinks update?

Director Grecula asked what content were they suggesting that we remove from the Visitors Guide?

Director Larson replied well, my colleague, Courtney, is going to go a little bit more into that, but they were just saying that if you're going to be a tourist destination, be a tourist destination, give people itineraries, things to do, like what I mentioned. Even package deals, why are they coming here, as opposed to things like recipes and book reviews and movie reviews; all of that's good, it's actually very good, but the idea is that at some point, we need to split those apart so that when you're focusing on tourism, that's all it is. All the fun Hometown Holiday stuff and all of that can be a partial draw, but it's also for the community, as opposed to visitors.

Director Grecula said that makes sense. My second question, I thought it was an interesting idea, the partnerships with other cities to make packages. Do we have people who have good relationships with the city governments in Afton or Hastings? Director Larson replied yes, we do, and of course we have our Chamber as well; so, yes, we do have relationships with folks, and we think we can build some interesting packages. We also introduced the folks at Chandler Thinks to visit St. Paul and visit Minneapolis, so we really think that we can do that 20 minutes; it's still ideal to stay here, we hope to still get another hotel or two, so you would come here and stay, and you would do all the fun things here. Then you could still go pick apples, go skiing, whatever, because

they're only just a few minutes away. So, why not? In economic development, we always say the best place is our place, and the next best place is right next door.

Chairman Olsen asked if there were any other questions, none were asked. He said I will say that from an elected official's perspective, we do have very good relationships with our partner elected officials in all of our surrounding communities. I consider many of those folks colleagues and friends, and they always seem very willing to want to work with us to find mutually beneficial solutions to the challenges that we face. In fact, we meet once a year for a full workshop with the City of Woodbury and their staff and Council. We also have a little competition when we meet with them to kind of kick things off, and at this point, we've never lost to them; I just want to make that very clear for those people watching at home that there may come a day, but not while I'm around.

I did want to make a couple comments on Chandler Thinks real quick; one thing that I took away was Chandler Thinks very much stressed that tourism means an overnight stay. They were adamant about the fact that we are extremely short when it comes to lodging, we definitely have a focus to try to gain additional lodging, and you mentioned sort of the brand names, and that is something that the City staff and the EDA have been working on for quite some time. When the mayor and I went to Las Vegas this year for the ICSC convention, which we do every year to market the City, we spent a good amount of time talking with various brokers and lodging purveyors to try to work towards gaining some additional foothold for lodging. We do have a lot of tournaments here in town; you know that in the summer months, we have a lot of softball tournaments, baseball tournaments, things of that nature. In the winter months, our Ice Arena is continually packed, there's a lot of hockey tournaments that take place here in addition to just the regular games. It pains me to send those people away to eat someplace else and stay someplace else, so I think that is, for me, anyway, one of the primary strategies that came out of that is we need to double our efforts on that. But it was really good to interface with them, and I look forward to their work.

Director Levine said I was able to be a part of a few of those conversations, along with a good handful of the Chamber members, and that is the biggest thing that probably came out of that is the topic of a potential for a hotel, especially a name-brand hotel. Every time I turn around, people are asking like when is it coming? When is it coming, you know? So, that's exciting to hear that, especially from our Business Park members, our businesses there, that it will be very well received and can't come quick enough.

Chairman Olsen said I agree, because as our Business Park members continue to expand and they do, they expand their footprints regularly, they need to bring people in for meetings and conferences, etc., and where do they stay? So, that's a challenge. Good, are there any other thoughts on that?

Vice Chair Khambata said I'd like to kind of complement what you said regarding sitting down with the people at Chandler Thinks. The takeaway that I got from it is we've got a lot of activities that draw people in, and the question kept coming up, well, where are they staying? And they're staying in Woodbury, or they're staying somewhere else and coming here. I think when he highlighted the fact that tourism dollars means keeping people here overnight to spend money, to eat and recreate and whatever. I think highlighting that fact, much like Gretchen said, where our proximity to a lot of activities and recreational opportunities is about equal, we need to try and use that, to sell that, to bring in additional lodging. Again, keep those dollars here rather than being the stopover destination for somebody who is staying somewhere else.

Chairman Olsen said absolutely, I couldn't agree more. He asked if there were any other comments at all, but there were none. He thanked Gretchen for the update.

5. 2025 Visitor Guide

Courtney Pirsig, Communications Specialist, stated as Gretchen mentioned, feedback from our strategic partnership with Chandler Thinks has been incorporated into the 2025 Visitor Guide. As we talked with Chandler Thinks, today the average Cottage Grove visitor is a Daytripper, they're typically traveling 40-to-65 miles in distance and not spending the night. So, this edition of the Visitor Guide focuses on the main objective, which is to inspire a visit and encourage that overnight stay. Rather than including community-based stories, which we did in the 2024 edition, we've slimmed down the Guide and focused on the Core Mission of the CVB: Providing our visitors with helpful suggestions and resources. So, as you can see at the bottom, our page count has gone from 44 to 20, but that was very intentional.

So, the contents of this Guide are four key sections: The first section is like your main key attractions, so dining and lodging are a couple of the main reasons people are coming here. We also still are offering suggestions of things to do, outdoor adventure, highlighting some of our annual events, and now including nearby attractions; so, you will see mention of the Mall of America, the Como Zoo, things that are 20 miles from Cottage Grove.

Chandler Thinks also mentioned that we really need to focus on weddings and groups, as that's a big draw, too. We have multiple wedding venues here, so we have contact information for services, resources for weddings and groups that are coming to Cottage Grove, and then some entertainment ideas as well.

The last section includes information regarding the Cottage Grove Puzzle, which is a fun thing that we offer now for residents and visitors; we also provided a travel itinerary sample for someone who isn't familiar with Cottage Grove and is just here for the day and wants to plan their visit before coming.

So, before you is a printed draft of the Visitor Guide; that is not done, but you can see that the design stayed relatively the same. We had really positive feedback on the design, it was more so the content that we had included in it. So, that is why we stripped it down, we kept a similar design, of course had our sponsor's ads, who we really appreciate.

Featured on the front cover is the Cottage Grove Bike Park; that is a staple in Cottage Grove, it's something we offer that many cities don't have, so we wanted to make sure that when its sitting on a shelf, someone sees it and says, hey, what's that? I want to do that when I go there. It falls under that travel itinerary as something to do when the family's here. And then in comparison to last year, I mentioned this before, the design has kept a similar theme, but we are just now switching to a visitor resource vs. a community-based recreation guide. This Guide provides visitors with more direct information, such as location and contact details; that was something Chandler Thinks highly recommended. Having a direct source to the website and the phone number instead of reading through paragraphs of information that they won't remember having that direct source to the location, essentially; that's what it's for, its a Guide to these businesses.

After presenting you with this draft, I'll be happy to stand for any questions.

Director Olson said I see some very nice promotional content or ads, Country Inn & Suites, Afton Apple, St. Paul Saints; are they paying for this space, or are we just including them because, or if not, are we going to approach them for ad space?

Courtney replied yes, we have six approved ads; the ones with logos included and website and contact information, those are all paid for. The mention of, you know we have the list of contact details, etc., if there's no logo, it's more so just mentioned, so visitors are aware.

Vice Chair Khambata asked so, where it says like half place ad placement, if no one purchases that, do you have like a backup or something to fill it?

Courtney replied yes, definitely. When we start the Guide, we start with a long list of things we want to include; so, there's definitely things that we kept out to make space for the ads. As of now, the ads are closed, but we do still have potential space, if needed, since this is not final. But, yes, we do have information we can include there.

Vice Chair Khambata said otherwise, I like the layout. I think it looks very attractive. Courtney thanked him.

Director Levine replied yeah, I'll add, too, this is beautiful again; you do such a great job every year, and I have a great understanding of how much work goes into one of these, so congrats on that. Just remind me again, when does this publish?

Courtney replied it will be distributed in January, 2025. Director Levine replied thank you.

Chairman Olsen said I'm all for bringing people into the community, although I'm not sure Latin's probably the language we want to use in here; I know that that's just a default, but I wanted to just point that out. I was looking through the Guide and trying to find references to some of our kind of unique outdoor venues, as an example, the Disc Golf Course. So, when I look at the Go Outside page, and I see Spring, subtitle here, Summer, subtitle here, Fall, subtitle, I'm assuming that's where some of that stuff is going to go?

Courtney replied, yes, that's correct.

Chairman Olsen said all right, good enough, because there are so many outdoor things to do here, and of course, we're very excited about the Mississippi Dunes Park and access to the river. So, having that included I think will be something that not only locals will appreciate, but those who want to visit will appreciate. We're hopeful that those are the things that will attract people to the community and get them to stay. For people at home who don't know, we've actually been a destination for the State Disc Golf Tournament on a couple of different occasions, and that Disc Golf Course gets a lot of use. So, that's why I was looking for it. But the layout's beautiful, I think condensing to some degree was a wise decision for sure, and I look forward to seeing the final product, I really can't wait. Great photography as well, so using the Bike Park on the cover I think is a real grab-you kind of a photograph, and I just think it's beautiful. Thank you.

Director Khambata said the back cover is beautiful, as well, that's a nice shot of the golf course. Chairman Olsen said, yes, it is, isn't that a great shot of the golf course? And the light's just perfect, yeah, so really great.

Chairman Olsen thanked Courtney and asked her when will we see the finished product, did you say? Courtney replied before my maternity leave in January. Chairman Olsen said congratulations to you, how wonderful is that?

City Administrator Jennifer Levitt stated we have one action we do need, related to the Visitor Guide.

Chairman Olsen said I see it here on the screen. So, you need approval for the printing costs, right?

Courtney replied yes, so displayed on the screen are two quotes from companies that we have worked with before for a very similar product that we've done, full color. This is a 16-page booklet and we are requesting 7,000 copies. You will notice in comparison to last year that there is a significant cost decrease, which is a result of the smaller page count. Last year, we had 44 pages, which cost us about \$10,000, and this year its 20 pages, which will be \$6,228.

Chairman Olsen said I didn't look, but did this reduced cost get included in our prospective budget for 2025? Did that get entered in there? Do we know?

Phil replied the projected budget was \$11,000.

Council Member Olsen said so, there goes our \$3,000 loss right there, look at that. Wow, you're really good! Okay, so were you hoping for approval for Ideal?

Courtney replied, yes, so with that, I present you with a recommendation to approve the quote.

Recommendation: Approve quote for the printing of 7,000 copies of the 2025 Visitor Guide through Ideal Printers, Inc. for \$6,220.

Director Grecula made a motion to approve quote for the printing of 7,000 copies of the 2025 Visitor Guide through Ideal Printers, Inc. for \$6,220; Vice Chair Khambata seconded the motion. Motion carried: 6-0.

8. WORKSHOP - None.

9. CVB COMMENTS

Chairman Olsen said I do want to take a moment to thank our Vice Chair, Tony Khambata, for his service to the Cottage Grove Convention and Visitors Bureau. Tony will be moving on from his elected role here at the end of 2024, but I know he's going to stay involved with the City in various forms and fashions; I'm not sure what all of that is going to look like, but I have a few ideas. Tony's been instrumental in helping us drive this process, he's been a wonderful City Council Member and colleague, and he's just a really good guy. So, I wanted to just take a moment to say thanks to Tony for everything that he's done for the Board, for the City, and I look forward to your continued involvement in City policy making.

He said I also want to congratulate our Board Member to my left, Laurie Levine. For those of you at home who may not know Laurie, and I don't know that there's probably 10 people in town who don't, but Laurie is the C.E.O.-President of the Cottage Grove Area Chamber of Commerce; recently, at the Chamber's Evening of Excellence, which Tony and I had the opportunity to attend with our Council colleagues and staff, Laurie received some very well-deserved recognition for her hard work as a great advocate for all of our Chamber members, including those in Cottage Grove. I've got to tell you, she's the hardest-working lady in business, she's tireless. I have a lot of admiration for the work that she does, so, I'm going to give you a minute, Laurie, if you want to speak, you don't have to, but maybe you can tell the folks at home kind of what you received and why.

Director Levine replied that was not on the agenda. So, thank you, thank you very much. So, I celebrated five years in my position at the Cottage Grove Area Chamber of Commerce as President and C.E.O., along with the Women in Business Organization. So, it was really exciting to see where the Chamber of Commerce was when I took the position to where we are now, and it's just so exciting to see where we're going to be in five more years from that. And, so, our partnership with our cities, with our members, with our businesses is just incredible to see kind of what can happen over years. So, thank you for those kind words, and I can't wait to see what the future brings.

Chairman Olsen said you have done so much to grow the influence of the Chamber, not to mention just the membership count. Earlier, when we talked about Chandler Thinks and the question came up about working with our partner communities around us in South Washington County and Dakota County, Laurie is the tip of the spear when we do that. She has amazing relationships that we are able to benefit from, and we're so grateful to have her in that role. So, again, congratulations.

Vice Chair Khambata said so, I wasn't going to bring this up, but thank you for the kind words as well. I was thinking this morning about how the Convention and Visitors Bureau even came into existence, which was a collaboration with our Chamber; and then we advocated for a Lodging Tax, and then the City came on board and kind of helped us guide it. And it's grown into what it is now, which to me is amazing because I remember being at like a networking function with the Chamber members and being like, wouldn't this be a great idea? And that was well before I was ever on Council, and it's been mostly a volunteer effort, so thank you, everyone for helping to build this into what it is, and it benefits everyone in the City. So, great work.

Chairman Olsen said, yes, I agree. We should be proud of the hard work that went into that. So, if there are no further comments, I will seek a motion to adjourn.

10. ADJOURNMENT

Vice Chair Khambata made a motion to adjourn; the motion was seconded by Director Hanson. Motion carried: 6-0. The meeting was adjourned at 8:29 a.m.

Respectfully submitted,

Phil Jents, Communications Manager

/jag



City Council Action Request

7.F.

Meeting Date 6/18/2025

Department Community Development

Agenda Category Action Item

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

1.	Rental License Approvals CC Memo
2.	Rental License Approvals Table

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

FROM: Samantha Drewry, Code Enforcement Officer

DATE: June 11, 2025

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 the rental license fee, 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.

2025 RENTAL LICENSES
CITY COUNCIL APPROVAL - JUNE 18, 2025

RENTAL LICENSE NUMBER	PROPERTY STREET #	PROPERTY STREET NAME	PROPERTY OWNER
RENT-002766	6637	Jody Lane South	Kristopher Black



City Council Action Request

7.G.

Meeting Date	6/18/2025				
Department	Administration				
Agenda Category	Action Item				
Title	2025 Strategic Plan Mid-Year Update				
Staff Recommendation	Receive the 2025 Strategic Plan mid-year update.				
Budget Implication	N/A				
Attachments	<table><tr><td>1.</td><td>2025 Strategic Plan Mid-Year Memo</td></tr><tr><td>2.</td><td>2025 Mid Year Strategic Plan Report</td></tr></table>	1.	2025 Strategic Plan Mid-Year Memo	2.	2025 Mid Year Strategic Plan Report
1.	2025 Strategic Plan Mid-Year Memo				
2.	2025 Mid Year Strategic Plan Report				

To: Honorable Mayor and City Council Members

From: Jennifer Levitt, City Administrator

Date: June 13, 2025

Subject: 2025 Strategic Plan Mid-Year Update

This report provides an update on progress made towards achieving the goals and objectives outlined in the 2025 Strategic Plan.

The mid-year report will include a summary of the three pillars: Enhancing Quality of Life for Residents, Thriving Business and Tourism Environment, and Remain and Employer of Choice which are the areas of greatest importance to the City of Cottage Grove over the next year. Associated with each pillar are four high-level performance targets outlining expected results and how the results will be measured.

The report will include key accomplishments since the plan's inception, and an assessment of the progress made towards each strategic direction.

The purpose of this presentation is to inform the Council of the plan's implementation progress and to seek your feedback on strategic direction.

Recommendation

Receive the 2025 Strategic Plan Mid-Year Update.



Strategic Plan Report

June 13, 2025

City of Cottage Grove

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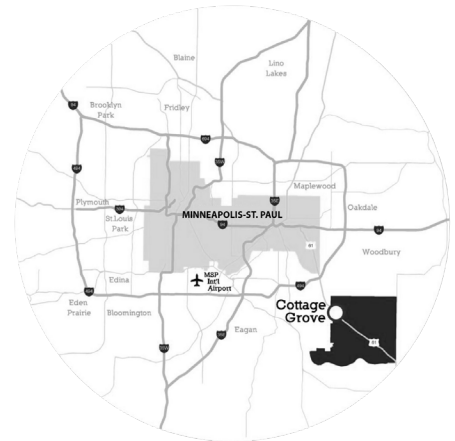
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Strategic Direction 4: Remaining an Employer of Choice	Pg. 19
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Executive Summary

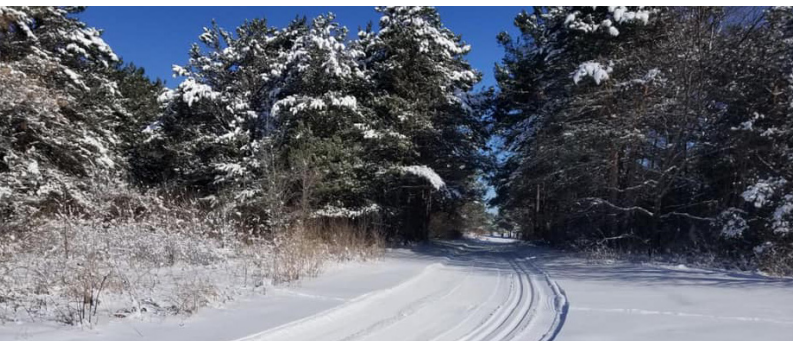
On January 25, 2025 the City of Cottage Grove held a strategic planning meeting. This collaborative effort resulted in the development of a strategic plan to guide the City's priorities and initiatives throughout 2025.

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The plan is built around three core pillars: Enhancing Quality of Life for Residents, Thriving Business and Tourism Environment, and Remaining an Employer of Choice. These focus areas are of greatest importance to the City of Cottage Grove in the coming year. Each pillar is supported by four high-level performance targets that define expected outcomes and how success will be measured.

In addition, the plan outlines four strategic directions: Engaging Residents Where They Are, Continuing Sustainable Growth, Making Cottage Grove a Recreation Destination, and Remaining an Employer of Choice. Each direction includes key success factors used to evaluate progress toward the intended goals.



The planning effort began with a large group discussion on January 25, 2025. The city's leadership team along with city council held a full day strategic planning session. They developed a set of priorities, key outcomes, and performance targets.

Based upon those priorities, the city's management team identified a set of strategic initiatives and develop detailed action plans. The mission statement, three pillars, strategic directives and success factors are summarized on the following page.

Strategic Plan Summary 2025

MISSION STATEMENT

To promote community pride and create a high quality of life by providing excellence in the delivery of public service to residents and businesses.

THREE PILLARS

Enhancing Quality of Life for Residents

Thriving Business and Tourism Environment

Remain an Employer of Choice

SUCCESS FACTORS

Cottage Grove strives to provide life cycle housing for all residents through diverse housing options.

Provide positive, responsive, and professional interaction with all services offered by the city while maintaining a safe and thriving community.

Cottage Grove has a wide variety of premier community events, recreational amenities & natural open spaces for everyone to enjoy.

Assure sustainable environmental standards & health practices including providing treated drinking water to meet all state & federal standards for PFAS.

Cottage Grove aims to create a dynamic business environment which generates jobs and increases tax base.

Cottage Grove partners with the local Chamber of Commerce to support local businesses & creates an environment to succeed.

Cottage Grove Public Safety provides proactive community-oriented services to assist businesses.

Cottage Grove Convention & Visitors Bureau supports the hotel & event community locally to promote tourism in Cottage Grove.

Cottage Grove strives to be a workplace that is reflective of the community.

Cottage Grove seeks to recruit and retain top talent, offering ongoing training and career opportunities.

Cottage Grove has achieved an organizational culture dedicated to efficient operations & excellent delivery of services.

Cottage Grove is a good financial steward which leads to a stable work environment.

STRATEGIC DIRECTIONS

Engaging Residents Where They Are

Continuing Sustainable Growth

Making Cottage Grove a Recreation Destination

Remaining an Employer of Choice

SUCCESS FACTORS

Create strategic video communications that demystify city operations and humanize City government.

Update and refresh the city's website and make it mobile friendly.

Conduct an ongoing review of social media performance to ensure platforms & content meet the needs of the organization, including potential use of new/different platforms.

Develop crisis communication plan.

Create and conduct community survey in 2025.

Create a city podcast.

Implement CVB Strategic Plan

Continue to aggressively pursue state and federal funding for the County 19A and 100th Street Realignment Project.

Implement 3M settlement projects while maintaining an interim treatment plan that meets all PFAS standards.

Work to facilitate the development of Shoppes at Cottage View with an RFP for a hotel.

Remain a Step 5 GreenStep City by continuing to improve sustainability across a variety of metrics.

Develop an EDA 10-year HRA levy plan and policy for LAHA Funds.

Develop a Financial Plan for the development of the East Ravine Infrastructure.

Work with consultant to review Standards of Cover with in the Fire Department.

Continue to invest in Public Safety Technology.

Develop Master Plan for Grey Cloud Island

Broadband/Fiber RFP

Pursue development of Mississippi Dunes Park with pursuit of 3M Settlement and MN DNR grant funding.

Care for and/or reinvest into current recreational assets, including Kingston Park Building and Ice Arena

Study East Ravine Parks & Trail Plan to assure both recreational service & financial preparedness for impending development

Create unique recreational places and spaces that are signature landmarks to Cottage Grove.

Leverage key recreational facilities and park buildings to be points of pride for the community and improve the local economy

Therapy Dog

Front Desk and Chambers Security Plan

Employee Recognition Programs (Years of Service, Police, Fire)

Develop training programs for employees at all levels such as the Management & Leadership Development Academy & the Learning to Lead Academy, Book Studies, and Guest Speakers.

Continue to grow and enhance employee engagement programs. (GOLD, Lunch and Learn, Safety Committee, Health and Wellness)

Continue retention interviews and new hire interviews.

Continue the use of the Financial Management Plan

3R - Fire, Positive Impact Team - Police

Create a new Insurance Committee

Our Mission



Pillar 1: Enhancing Quality of Life for Residents



GOAL

Cottage Grove strives to provide life cycle housing for all residents through diverse housing options.

.....

GOAL

Provide positive, responsive, and professional interaction with all services offered by the city while maintaining a safe and thriving community.

Mid-Year Update

The housing study, done by Maxfield Research, is finished. The City is using the results of the study to guide conversations with developers on the needs of the community. This information is also being used to guide discussions around necessary subsidies moving forward. Focus so far has been on Innovation Village and 3M coordination.

Mid-Year Update

Staff continues to achieve high levels of positive customer service. In several different surveys (Police Services Survey, POLCO National Community Survey, etc.) the City of Cottage Grove continues to exceed in satisfaction ratings. The continued community outreach provided by Public Safety allows more connection with the residents and creates a more respectful and safe community. Increased communications through social media and other platforms gives residents another avenue to receive updates and dialog with the City.

Pillar 1: Enhancing Quality of Life for Residents



GOAL

Cottage Grove has a wide variety of premier community events, recreational amenities and natural open spaces for everyone to enjoy.

.....

GOAL

Assure sustainable environmental standards and health practices including providing treated drinking water to meet all state and federal standards for PFAS.

Mid-Year Update

Cottage Grove continues to plan, support, and host a multitude of events for our residents that also bring in visitors from all over the metro-area and beyond. The CVB has started campaigns on social media to continue to highlight the amenities available to the public.

Mid-Year Update

Cottage Grove has remained steadfast in its commitment to provide drinking water that meets all MDH Health Based Values and EPA Maximum Contaminant Levels, including those for PFAS. Cottage Grove continues to operate seven interim water treatment plants to meet the State and Federal PFAS standards. Five of these treatment plants utilize Granular Activated Carbon, and two utilize Ion Exchange technology. These two facilities were the first in to employ Ion Exchange for PFAS removal in Minnesota, which has been shown to be the most cost-effective method while still removing PFAS to non-detection.

Pillar 2:

Thriving Business and Tourism Environment



GOAL

Cottage Grove aims to create a dynamic business environment which generates jobs and increases tax-base.

GOAL

Cottage Grove partners with the local Chamber of Commerce to support local businesses and creates an environment to succeed.

GOAL

Cottage Grove Public Safety provides proactive community-oriented services to assist businesses.

GOAL

Cottage Grove Convention and Visitors Bureau supports the hotel and event community locally to promote tourism in Cottage Grove.

Mid-Year Update

The City continues to work with area businesses to address needs such as land acquisition for growth. The City is also working to address barriers for employees such as childcare, available and affordable housing, and transportation.

Mid-Year Update

City staff, on behalf of the EDA, hosted the first ever Business Over Beverages. The idea was similar to that of the Business Over Breakfast event. Business owners, employees, and chamber members were invited to hear updates on the housing study and public safety while networking over beer, wine, other beverages, and appetizers.

Mid-Year Update

Public Safety is currently working with Flock Safety to bring the Flock License Plate Reader Cameras to the City. Public Safety staff presented the information to local business owners during the Business Over Beverages event. The hope is for businesses to invest in the cameras leading to a more seamless approach to law enforcement across the City and with other agencies.

Mid-Year Update

Discover Cottage Grove, in partnership with Chandlerthinks, recently completed a strategic plan. Many of the pieces of the plan are already in the works. The Hotel RFP has also been released and staff have been in communication with several developers and hoteliers.

Pillar 3:

Remain an Employer Of Choice



GOAL

Cottage Grove strives to be a workplace that is reflective of the community.

.....

GOAL

Cottage Grove seeks to recruit and retain top talent, offering ongoing training and career opportunities.

Mid-Year Update

Cottage Grove staff continues to track data on various demographics of applicants, interviewees and new hires. This data is used to inform where advertising of job postings takes place in order to better reflect our community.

Mid-Year Update

The City continues to offer regular Lunch and Learns, focus on annual individualized and department specific training plans, and encourages staff to further their skills. Regular retention and new hire interviews gives management continual feedback on what is going well and what needs improvement. These interviews also let employees know that their voices are being heard as they are able to see the changes in programs and policies as a result.

Pillar 3:

Remain an Employer Of Choice



GOAL

Cottage Grove has achieved an organizational culture dedicated to efficient operations and excellent delivery of services.

Mid-Year Update

The City of Cottage Grove continues to operate in a way that allows and encourages regular feedback loops including new hire interview and employee retention interviews. The revamped Safety Committee launched in early Spring. This program encourages employees to hold each other accountable in operations pertaining to safety and celebrate those who do it well.

Jump Start, Cottage Grove's Employee On-boarding program kicked off in May. Once a month, employees meet with one of the six departments throughout the City to learn more about that department. At the start of the program, participants receive a tumbler that acts as their passport as they move from department to department collecting department specific stickers.

GOAL

Cottage Grove is a good financial steward which leads to a stable work environment.

Mid-Year Update

Under the direction of the Finance Team, the City received a AAA bond rating for the 2025A Debt Issuance. Cottage Grove continues to follow the 10-Year Financial Management Plan. The 2024 Audit returned with no audit findings and the City of Cottage Grove received a Certificate of Achievement in the Financial Report for the 34th year in a row.

Strategic Direction 1: Engaging Residents Where They Are



GOAL

Create strategic video communications that demystify city operations and humanize City government.

Mid-Year Update

The Communications Division is producing Weekly Update videos that post every Friday. Monthly Department Highlight videos feature the director of that month's department discussing various topics as well as sharing some of their favorite things around town. A new video series featuring the Fire Department has also been a hit. Finally, there are the plethora of videos created in partnership with TrueLens, formerly SWCTC. Another video series in the works centers around businesses in town and the partnership provided by the City to support local entrepreneurs.

GOAL

Continue to update and refresh the city's website and make it mobile friendly.

Mid-Year Update

The City is working with Civic Plus to refresh the website. They are in process of reviewing our existing design assets (logos, images, etc.). The target completion of the website is set for September 2025.

GOAL

Conduct an ongoing review of social media performance to ensure platforms and content meet the needs of the organization, including potential use of new/different platforms.

Mid-Year Update

Followers across all platforms are growing. This is an encouraging that our new content, increase in engaging videos, and consistent posting schedules are working. The City created a new Bluesky Social account to see if followers or engagement were any different than X (Twitter). To date, this has been developing slowly. If growth doesn't increase we will consider abandoning it.

Strategic Direction 1: Engaging Residents Where They Are



GOAL

Develop crisis communication action plan.

Mid-Year Update

The project kicked off with Eckberg Lammers in early May. Unfortunately, one of the principal consultants, Steve Linders, was severely injured in a car accident. Progress on this project is currently on hold.

GOAL

Create and conduct community survey in 2025.

Mid-Year Update

Residents participated in the POLCO National Community Survey this Spring. The final report will be delivered to the City Council in June.

GOAL

Create a city podcast.

Mid-Year Update

The podcast launched May 30, 2025. There are currently two recorded episodes. Episodes of The Grovecast will drop monthly and are available on most streaming platforms.

GOAL

Implement CVB Strategic Plan.

Mid-Year Update

Several items are in progress including updates to the CVB website, “Bring a Friend” campaign for Strawberry Fest, new marketing initiatives beginning in July (Patio Week), and staff are exploring outreach opportunities via regular local tourism industry meetings, awards ceremonies, tourism summit, etc. Several more recommendations from the plan are in progress, or under consideration.

Strategic Direction 2: Continuing Sustainable Growth



GOAL

Continue to aggressively pursue state and federal funding for the County 19A and 100th Street Realignment Project.

GOAL

Implement 3M settlement projects while maintaining an interim treatment plan that meets all PFAS standards.

Mid-Year Update

In January 2025, City staff applied for a federal BUILD grant in the amount of \$23,434,000 to close the funding gap for the County 19A & 100th Street Realignment Project. Grant awards are expected to be released in late summer/early fall. To ensure all funding avenues were being pursued, Cottage Grove worked cooperatively with Washington County on a \$22,500,000 State bonding request as part of the 2025 legislative session. Finally, Cottage Grove supported Washington County as they requested Congressionally Directed Spending through our federal delegation as part of the FY26 federal budget. The mayor and city administrator, while in DC for the National League of Cities Conference, and met with several congressional members.

Mid-Year Update

The Low Zone Water Treatment Plant, the first of the two permanent PFAS water treatment plants, was operational as of June 2025. This treatment plant will generally serve properties south and west of Highway 61. Bids were received for the Intermediate Zone Water Treatment Plant in May 2025, with construction set to begin mid-summer. This plant will be operational in March 2028, with final completion by March 2029, and serves properties north and east of Highway 61. Finally, the High Zone Raw Water Main project will be completed in 2025. This project will install a dedicated water main to transfer untreated water from Well 11 (Highlands Park) and Well 12 (Sunny Hill Park) to the Intermediate Zone Water treatment plant.

Strategic Direction 2: Continuing Sustainable Growth



GOAL

Work to facilitate the development of Shoppes at Cottage View with a RFP for a hotel.

Mid-Year Update

The EDA has a purchase agreement on a 3.59-acre property at 9430 East Point Douglas Road S. and has hired HVS to complete a leakage study to determine the impact of revenues being lost as a result of the lack of hotel accommodations supporting both business travelers and growing league play within the community. The City has also secured EPA funds through Washington County to complete Phase 1 ESA for the site. An RFP has also been sent out for development of a hotel on the site which is due August 29, 2025.

GOAL

Remain a Step 5 GreenStep City by continuing to improve sustainability across a variety of metrics.

Mid-Year Update

City staff were informed in late April that Cottage Grove had received GreenSteps 4 & 5 status again for 2025. The engineering team, in coordination with other departments, tracks and documents all of the City's ongoing progress in this program. Step 4 is achieved each year by continuing to track certain metrics, and Step 5 is achieved by continued improvement.

GOAL

Develop an EDA 10-year HRA levy plan and policy for LAHA Funds.

Mid-Year Update

This project has yet to be started as it is a process led by Economic Development, with input from other departments.

Strategic Direction 2: Continuing Sustainable Growth



GOAL

Develop a Financial Plan for the development of the East Ravine Infrastructure.

Mid-Year Update

In February 2025, the City Council authorized a feasibility study for Ravine Parkway from 85th Street to Keats Avenue, through East Ravine. This process will determine the alignment, cost, and assessments for this new collector roadway. It will also incorporate any utility improvements necessary to serve this area of Cottage Grove. As part of the process, geotechnical investigations were completed in April 2025, and staff continue to coordinate with landowners and developers on this important project.

GOAL

Work with consultant to review Standards of Cover with the Fire Department.

Mid-Year Update

The Standards of Cover study has been initiated. The results are expected later this year. Among the findings, Public Safety is expecting to learn how necessary the supplemental, and currently dormant, fire stations are around town.

GOAL

Continue to invest in Public Safety Technology.

Mid-Year Update

New Public Safety Technology includes:

- BiPAP (advanced respiratory treatment)
- Upgraded cardiac monitors and defibrillators
- Online crime reporting form
- New tasers
- KATS-K9 training documentation software
- K9 Ballistic Vest
- Upgraded fire hoses and nozzles
- Upgraded point of care ultrasound machines

Strategic Direction 2: Continuing Sustainable Growth



GOAL

Develop Master Plan for Grey Cloud Island.



GOAL

Broadband/Fiber RFP.

Mid-Year Update

The City continues to meet quarterly with the property owners of Grey Cloud Island who continue to navigate towards a Master Planning process for the island. Next steps, the property owner will be engaging a consultant to work through concepts of a future master plan of the island.



Mid-Year Update

City staff worked with our broadband consultant, Hometown Fiber, to develop an RFP for city-wide fiber from January 2025 to March 2025. The RFP was issued on March 12, 2025, with submissions due by April 7, 2025. Two RFPs were submitted, one from Intrepid Fiber and one from Gateway Fiber. A selection committee was created with City, consultant, and legal staff. The committee chose Gateway Fiber as the recommended provider. The City Council approved an agreement with Gateway Fiber at their May 16, 2025 council meeting.



Strategic Direction 3: Making Cottage Grove A Recreation Destination



GOAL

Pursue development of Mississippi Dunes Park with pursuit of 3M Settlement and MN DNR grant funding.

Mid-Year Update

Staff submitted initial proposal for \$5M towards park development. Proposals are being reviewed and the City will be notified this summer if we qualify for the full application process. Final awards are expected by the end of 2025.

In the meantime, the City partnered with DNR Fisheries for an agreement to provide a fishing pier at this location and are also collaborating with DNR Parks and Trails for the future boat launch.

GOAL

Care for and/or reinvest into current recreational assets including Kingston Park Building and Ice Arena.

Mid-Year Update

Kingston Park building plans are 100% complete and ready for bid upon Council approval. The Kingston Park site power upgrades are scheduled for completion May/June. Cottage Grove Ice Arena launched its reinvestment planning process with a kick off meeting in April. Plans are approved for reconstructing Woodridge ice rink to include pickle ball courts. Picnic shelters at Pine Glen Park and Pine Tree Pond Park are approved for construction this summer. Playground are approved for replacement this year at Hardwood Park and Belden Park. The old structures were donated to Kids Around the World.

Strategic Direction 3: Making Cottage Grove A Recreation Destination



GOAL

Study East Ravine Parks & Trail Plan to assure both recreational service and financial preparedness for impending development.

GOAL

Create unique recreational places and spaces that are signature landmarks to Cottage Grove.

GOAL

Leverage key recreational facilities and park buildings to be points of pride for the community and improve local economy.

Mid-Year Update

Parks, Recreation & Natural Resources Commission reviewed the plan with staff recommendations in May. Council review will follow in an upcoming meeting. There is a Letter of Intent with Geis and South Washington Watershed District for acquisition for property near Vandenberg Lake.

Mid-Year Update

Master planning for East Ravine parks include unique recreational opportunities such as RC boating/tracks, etc. The team has worked on a unique playground and elevated shelter design at Denzer Park. The City continues to retain vision for photographic attraction to pull visitors in from Hwy 61.

Mid-Year Update

Glacial Valley Park has become a focal point for park rentals. Overall, facility rentals have increased over 100% yet again. Added an on-line facility reservation system. Staff met with tournament hosts this spring to assure services are meeting customer needs.

Strategic Direction 4: Remaining Employer Of Choice



GOAL

Therapy Dog

Mid-Year Update

With a \$10,000 grant, the City was able to purchase Cottage Grove's first ever therapy dog. Riggs works with the Community Management Unit alongside Detective Scott Shaver. The two of them are provided regular training through Soldier's 6. Riggs has proven to be a hit with community members, and employees.

GOAL

Front Desk and Chambers Security Plan

Mid-Year Update

The City's Front Desk Task Force has collaborated with Wold Architects to evaluate options for improving security and efficiency within City Hall's main entrance, public lobby and front desk area, and the Council Chambers. Wold Architects has provided improvement options for the City for review and will coordinate a next step timeline once a finalized plan is in place. The Front Desk and Council Chambers plan is focused on visibility of the front entrance and a safety barrier between the public and front desk staff as well as councilmembers in the council chambers.

GOAL

Employee Recognition Programs (Years of Service, Police, Fire).

Mid-Year Update

The City continues to celebrate the outstanding achievements of employees with various programs. March 18, 2025 twenty employees were recognized for their combined 210+ years of service with a luncheon at River Oaks.

Strategic Direction 4: Remaining Employer Of Choice



GOAL

Develop training programs for employees at all levels such as the Management and Leadership Development Academy and the Learning to Lead Academy, Book Studies and Guest Speakers.

GOAL

Continue to grow and enhance employee engagement programs. (GOLD, Lunch and Learn, Safety Committee, Health and Wellness)

GOAL

Continue retention interviews and new hire interviews.

GOAL

Continue to use the Financial Management Plan.

Mid-Year Update

The annual Leadership Summit took place in late winter. Attendees heard about the PG3 Method and heard updates from other departments. The book study will take place again this fall. This year's book is *Never Split the Difference: Negotiating as if Your Life Depended On It* by Chris Voss.

Mid-Year Update

Monthly Wellness activities, as well as challenges from NFP, are keeping employees engaged. These opportunities not only promote overall health and wellness, but act as a fun way to better get to know employees from other departments. The safety committee has recently relaunched with new incentives. Lunch and Learns and GOLD Award continue on as they have in the past.

Mid-Year Update

Retention interviews and new hire interviews continue to provide vital feedback to supervisors and the organization as a whole. This also gives staff an open forum to share concerns and successes.

Mid-Year Update

The 10-Year Financial Management continues to guide the 2026 budget process. This plan had been shared with City Council during the Strategic Planning Retreat and again during the Budget Kickoff in April.

Strategic Direction 4: Remaining Employer Of Choice



GOAL

3R - Fire, Positive Impact Team - Police



Mid-Year Update

As part of the 3Rs (Recruitment, Retention, and Recognition), Central Fire recently installed a sauna, with a grant from Marathon. Studies show that firefighters are at higher risk for Cardiometabolic Diseases (CMD) and sudden cardiac arrest. Sauna bathing is known to decrease CMD markers.

Fire also recently implemented use of a comprehensive Wellness App for all current and former firefighters and their families. Some of the things the app includes are:

- Anonymous self-assessment screenings
- Specialized therapist directories
- Leadership Development
- Peer support networks
- Physical fitness programs

The Police Department's Positive Impact Team has also been busy coordinating social and team events, developing sabbatical and retention bonus proposals, assisting with a MN-OSHA grant that funded the purchase of electronic hearing protection for all officers, contributing to recognition and awards programs, developing a mentor program, and much more.

Mid-Year Update

City staff, with representation from every department, met several times as the new insurance committee. Meetings with the committee and NFP centered around orthodontia coverage and adding a supplemental, materials only eye care plan.

GOAL

Create new Insurance Committee.



Strategic Planning Participants

The strategic plan was shaped through the dedication and collaboration of many individuals. Leading the effort, the city council devoted time and focus to long-term visioning - setting a clear direction and defining outcomes that reflect the priorities of the community and its key partners.

City senior staff played a key supporting role providing operational insight and constructively challenging traditional approaches to help refine and strengthen the planning process.

City Council

Myron Bailey, Mayor

Dave Thiede, Councilmember

Justin Olsen, Councilmember

Monique Garza, Councilmember

David Clausen, Councilmember

Department Heads and Staff

Jennifer Levitt, City Administrator

Emily Schmitz, Community Development Director

Brenda Malinowski, Finance Director

Zac Dockter, Parks and Recreation Director

Pete Koerner, Public Safety Director

Ryan Burfeind, Public Works Director

Phil Jents, Communications Manager



City Council Action Request

7.H.

Meeting Date	6/18/2025				
Department	Administration				
Agenda Category	Action Item				
Title	2024 CVB Annual Report				
Staff Recommendation	Approve the 2024 CVB Annual Report.				
Budget Implication	N/A				
Attachments	<table><tr><td>1.</td><td>2024 Annual Report Memo_Council</td></tr><tr><td>2.</td><td>2024 CVB Annual Report</td></tr></table>	1.	2024 Annual Report Memo_Council	2.	2024 CVB Annual Report
1.	2024 Annual Report Memo_Council				
2.	2024 CVB Annual Report				



To: Honorable Mayor and City Council
Jennifer Levitt, City Administrator
From: Phil Jents, Communications Manager
Date: June 12, 2025
Subject: 2024 CVB Annual Report

Background

According to the bylaws for the Cottage Grove Convention and Visitor's Bureau (CVB), each year the CVB is required to submit a written Annual Report to the City Council no later than 2nd Quarter of the following year. The Annual Report provides an overview of highlights, activities, and the budget from the 2024 calendar year.

The 2024 CVB Annual Report was approved unanimously at the June 3, 2025 CVB meeting.

Recommendation

Approve the 2024 Cottage Grove Convention and Visitor's Bureau Annual Report.

MORE THAN YOU
Imagine

**Cottage Grove Convention
& Visitors Bureau**
2024 Annual Report

12800 Ravine Parkway South
Cottage Grove, MN 55016
651-458-2800 | [DiscoverCottageGrove.com](https://www.discovercottagegrove.com)

DISCOVER
COTTAGE GROVE





Welcome

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A Message From The CHAIRMAN OF THE BOARD

Dear Friends, Partners and Visitors,

As Chairman of the Board of the Cottage Grove Convention and Visitor Bureau (CVB), I am proud to reflect on a year marked by progress, purpose, and growing momentum. In 2024, the CVB reaffirmed its commitment to promoting Cottage Grove as a welcoming, vibrant destination, one that celebrates our community's natural beauty, rich amenities, and exceptional quality of life.

Our mission is to support local economic vitality by attracting visitors, encouraging exploration, and enhancing the overall experience of those who live, work, and play in Cottage Grove. This past year, we laid the foundation for long-term growth through focused planning, expanded partnerships, and strategic investments in tourism development.

Looking ahead, our efforts will continue to center on promoting Cottage Grove's unique story. We are building stronger connections with local businesses, developing compelling marketing campaigns, and supporting events and initiatives that showcase everything our city has to offer. From our scenic parks and trail systems to our family-friendly events and growing hospitality sector, the future of tourism in Cottage Grove is full of promise.

We are grateful for the collaboration of our community partners, the dedication of our board and staff, and the ongoing support of our residents. Together, we are creating lasting impact and driving Cottage Grove forward as a destination of choice in Minnesota.

Thank you for your continued trust and enthusiasm.

Justin Olsen

Chairman of the Board

Cottage Grove Convention and Visitor Bureau





Live. Work. Play. Visit.

Nestled between Wisconsin and the Twin Cities Metro, Cottage Grove is a haven for those seeking an active lifestyle and a deep connection with nature. With its extensive network of parks and trails, it beckons residents and visitors alike to explore and unwind amidst lush greenery and scenic landscapes. From sprawling urban parks teeming with recreational facilities to winding trails that meander through picturesque woodlands and along tranquil rivers, there's something for every outdoor enthusiast to enjoy. Families gather for picnics, friends engage in friendly games, and fitness enthusiasts jog or cycle along the paths, invigorated by the fresh air and revitalizing surroundings. Amidst the hustle and bustle of city living, these green oases provide a sanctuary for rejuvenation, reflection, and connection with the natural world, embodying the perfect balance between urban excitement and natural tranquility.

Whether you're here for a long time or just a fun time, Cottage Grove offers ample opportunities for housing, work, and play. Not only are we a safe and prosperous community, we pride ourselves in being a warm and welcoming place for residents and visitors to live, work, play, and visit.



MEET OUR TEAM

The Convention and Visitors Bureau (CVB) markets and promotes Cottage Grove as a year-round visitor destination, working in partnership with industries, corporate partners, state partners, city departments, and regional destination marketing organizations. The CVB serves as the primary marketing organization responsible for executing promotional programs to ensure positive economic impact in Cottage Grove through steady growth of the travel industry.

Mission

The CVB’s mission is to promote Cottage Grove as a premier destination for leisure travelers, weddings, and outdoor enthusiasts, a recognized and successful host city for meetings and conventions, and a prominent and respected venue for sporting events.

To learn more about the CVB’s activities, please visit our website or sign up for our newsletter.

2024 Board Members



Justin Olsen
Chair



Tony Khambata
Vice Chair



Sarah Grecula
Director



Steve Hanson
Director



Erik Olsen
Director



Laurie Levine
Director

Staff Members



Jennifer Levitt
City Administrator



Jaime Mann
Assistant to the
City Administrator



Gretchen Larson
Economic
Development
Director



Phil Jents
Communications
Manager



Courtney Pirsig
Communications
Specialist



Alexa Anderson
Communications
Specialist



Key Accomplishments

2024 VISITOR GUIDE

The 44-page guide represents the opportunities for visitors and travelers alike to discover our unique city. From lodging facilities, outdoor parks and recreation, events, meeting venues and more, there's something inside for everyone. Flipping through the pages is truly a reminder of what people who live here already know: The city is a special place to live, work and play.

By the Numbers

- This is the third annual publication for Cottage Grove.
- This guide boasts 44 pages full of amenities, activities and information about Cottage Grove.
- There are 6 total ads in this publication.
- \$4,450 in revenue was collected from advertising dollars through this publication.

In Addition to the Numbers

- This publication was created entirely in-house, providing massive cost savings to the CVB by not hiring an outside organization.
- There is a digital flipbook of the guide hosted on DiscoverCottageGrove.com, which is an elevated version of the printed piece. This includes links driving traffic to local businesses and advertisers.

Where Can I Find It?

- Mall of America, Welcome Centers and Visitor Centers, and mail by request.
- City Hall, Cottage Grove Ice Arena, and other local locations.
- To see the digital flipbook, visit our website: DiscoverCottageGrove.com/Visitors-Guide



7,000
Copies Printed



6
Paid Advertisers



\$4,450
Revenue Collected

Key Accomplishments

WEBSITE

The CVB’s most valuable marketing asset is our website, [DiscoverCottageGrove.com](#). Here is where residents and visitors can access the Visitor Guide, our events calendar, and a list of suggestions for dining, lodging, entertainment and more.



Users by Month

January – 828	↓ 55%
February – 1.7K	↑ 25%
March – 1.3K	↓ 62%
April – 837	↓ 78%
May – 2.8K	↓ 53%
June – 9.8K	↑ 81%
July – 2K	↓ 53%
August – 1.6K	↓ 48%
September – 5.4K	
October – 1.8K	↓ 54%
November – 1.6K	↓ 21%
December – 2.5K	↓ 8%

Most Viewed Pages

1. Food Truck Festival
2. Strawberry Fest
3. Holiday Train
4. Calendar
5. One Family Fest

☐ Session primary...Channel Group) +		Active users	↓ Sessions	Engaged sessions
Total Users (YOY)				
☐	Total	32,020 100% of total	39,964 100% of total	17,064 100% of total
☐	1 Organic Search	16,403 (51.23%)	22,252 (55.68%)	11,464 (67.18%)
☐	2 Paid Social	8,888 (27.76%)	9,631 (24.1%)	2,817 (16.51%)
☐	3 Direct	3,162 (9.88%)	3,949 (9.88%)	1,316 (7.71%)
☐	4 Referral	1,712 (5.35%)	1,984 (4.96%)	534 (3.13%)
☐	5 Organic Social	1,718 (5.37%)	1,928 (4.82%)	590 (3.46%)
☐	6 Unassigned	89 (0.28%)	92 (0.23%)	7 (0.04%)
☐	7 Paid Other	7 (0.02%)	8 (0.02%)	3 (0.02%)

Organic: Visitors landing on your website due to unpaid search results. (SEO, keywords, etc.)
Direct: Visitors who arrive at your site by typing your website URL directly into their browser’s address bar.
Referral: Visitors who land on your website from sites other than the major search engines. (Facebook, Google, Private Domains, etc.)



Key Accomplishments

PHOTO & VIDEO

Working with local talent builds professional relationships within our community, all while highlighting the authentic beauty Cottage Grove has to offer, at little or no cost to us. The CVB worked with various professional photographers in the area: Kelly Birch, Dylan Buss, Isaac Pavek, David Parker, and others. We also partnered with South Washington County Telecommunications Commission (SWCTC) to produce 15 videos that highlight the city's unique events and activities.

Key Accomplishments

SOCIAL MEDIA

Effective social media plays a key role in building our brand and bringing people to Cottage Grove. The interactive and visual nature of Facebook, Twitter and Instagram all provide powerful opportunities for people to engage and experience Cottage Grove through video and photos. Giving potential visitors a first-hand look at the city's restaurants, parks, recreational opportunities, wedding venues and other offerings has been incredibly effective. We've reached thousands of people and shown them all the city has to offer.

Ad Campaigns

Not only does social media build our brand, but effective social media ad campaigns reach new users, target specific audiences, increases brand visibility, and helps to increase sign-ups and lead generation. An advantage of marketing through social media as opposed to "traditional" print advertising is the ability to allow for consumer interaction. Not only can people click where to go, they can also "like" and "share" without any additional cost to the producer.



*Food Truck Festival Budget

Boosted Ads

ONE FAMILY FEST
(Facebook Post)
114.7K Impressions
\$500 Spent

STRAWBERRY FEST
(Facebook Event)
96.4K Impressions
\$999.68 Spent

FOOD TRUCK FESTIVAL
(Facebook Event)
162.6K Impressions
\$2,000 Spent



Top Performing Campaign

GET OUT AND EXPLORE MN
ONE FAMILY FEST
(Facebook Post)
114.7K Impressions

Top Performing Video

FOOD TRUCK FESTIVAL
THAT'S A WRAP!
(Facebook Video)
2.5K Impressions

Facebook Stats

January 1 - December 31, 2024
360,300 Users Reached ↓ 6%
6,100 Engagements ↑ 3%
15,900 Impressions ↓ 24%
4,200 Followers ↑ 8%

Instagram Stats

January 1 - December 31, 2024
32,710 Users Reached ↓ 38%
912 Followers ↑ 6%
845 Engagements ↓ 2%
12 Reels/Videos ↑ 20%
197 Posts ↓ 9%

Twitter (X) Stats

January 1 - December 31, 2024
202 Tweets ↑ 1%
66 Followers ↓ 27%

YouTube Stats

Pickleball in Cottage Grove
448 views

Strawberry Fest
227 views

Life of a Haunter
196 views

Cottage Grove Dowdle Puzzle
185 views

Saturdays at the Park
180 views

Convention and Visitors Bureau
60 views

Holiday Train - Live
59 views



Public Relations

MARKETING & COMMUNICATIONS

Effectively marketing the city and showcasing it as a recreation, retail and meeting destination requires a multi-faceted approach. We use strategic practices to promote our community, such as the visitor guide, partnerships, paid media, blog posts, monthly newsletter, community engagement, sponsorships, and more.



STRATEGIC PARTNERSHIPS

Throughout 2024, Discover Cottage Grove partnered and collaborated with top brands on unique promotions that drive awareness and demand for the destination in non-traditional tourism channels. Both Discover Cottage Grove and its partners were able to take advantage of these co-op opportunities for added reach and credibility.

Public Relations

PAID MEDIA

Minnesota Monthly – \$2,410

- Run of Site Advertising
- E-Newsletter Sponsorship
- Fall Bucket List
- Multi-Generational Getaways Article

Have Fun Biking Magazine – \$2,580

- 2024 Bike/Hike Guide Ad

BLOG POSTS

Discover Cottage Grove Blog

- Where to find that Hot n’ Bubbly Pizza
- Where to Tie the Knot in Cottage Grove
- It’s a Fish Fry Frenzy in Cottage Grove
- Totes Ma Goats!
- Best Patios in the Grove
- Win Tickets to the St. Paul Saints!
- ... and more!

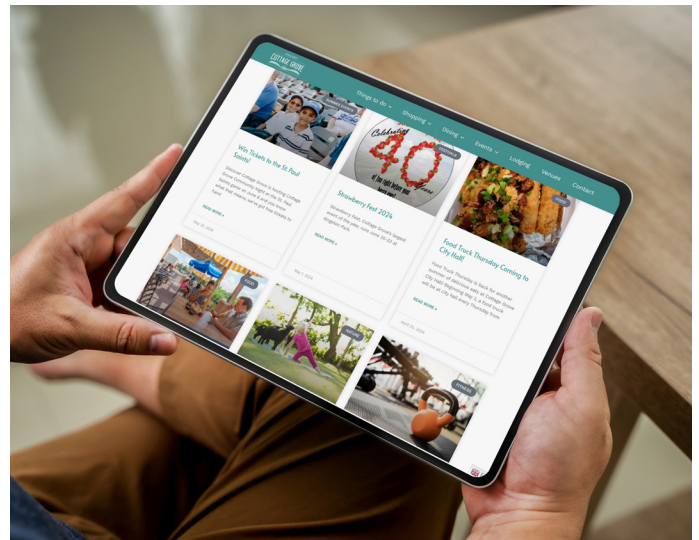
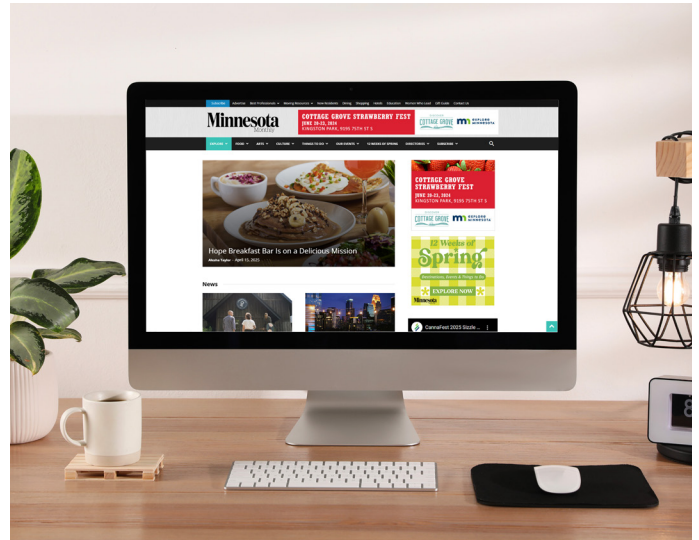
E-NEWSLETTER

The Insider | Monthly Newsletter

Our monthly E-newsletter, The Insider, delivers a curated blend of local events, classes, tips, tricks, helpful links, ideas, and more. Each month is full of seasonal happenings with a direct link to our Discover Cottage Grove event calendar. You can also access our social media platforms and visitor guide. Your ultimate, digital guide to Cottage Grove. The Insider currently has 2,960 subscribers.

SWAG

In 2024, we handed out a few different swag items: branded luggage tags, glow-in-the-dark cups, drawstring bags, flex pencils, and visitor guides.

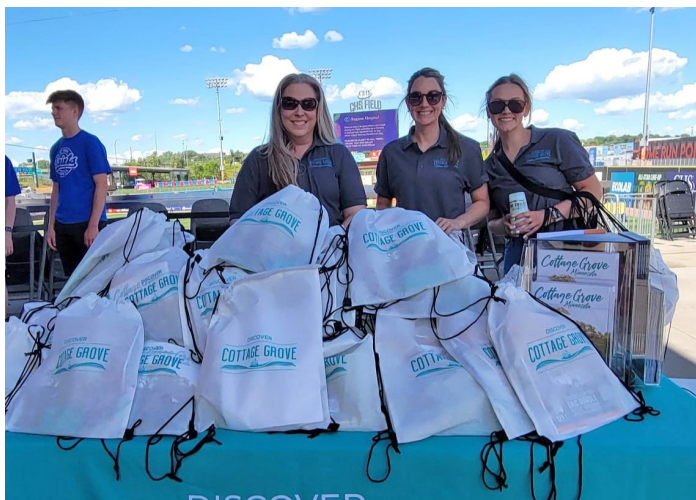


COMMUNITY ENGAGEMENT



Cottage Grove Area Chamber of Commerce Community Showcase

Staff from both the City and Discover Cottage Grove enjoyed socializing with attendees at the annual Cottage Grove Area Chamber of Commerce Community Showcase. We shared insight into what makes the city a great place to live, work, play and visit. Branded swag and informative handouts were available to take.



Community Night at CHS Field

Discover Cottage Grove teamed up with the St. Paul Saints on June 8, 2024, to promote Cottage Grove Community Night at the St. Paul Saints game. As we passed out DCG swag facing the front entrance gate doors, we enjoyed talking to attendees about Strawberry Fest, Food Truck Festival, and all Cottage Grove has to offer.



Cottage Grove Strawberry Fest

We promoted the Cottage Grove Strawberry Fest to bring families together for the annual, four-day event. The festival is run completely by volunteers with no admission fee or cost to watch the main stage events. We are continuous supporters of Cottage Grove Strawberry Fest and have a DCG booth in the marketplace area.

COMMUNITY ENGAGEMENT



8,000 - 9,000
Attendance



40
Food Trucks



10
Sponsors



17
Marketplace Booths



Food Truck Festival

The annual Discover Cottage Grove Food Truck Festival was a huge success! Guests enjoyed a variety of food trucks, live music, a beer garden, marketplace, free admission, the Cottage Grove puzzle, and more.

Expenses Summary

Site	\$8,336.83
Entertainment	\$3,500.00
Kids Activities	\$1,215.44
Other	\$6,419.56
Total	\$19,471.83

Income Summary

Food Trucks & Marketplace	\$17,900.00
Sponsorships	\$8,584.40
Total	\$26,484.40

Profit & Loss Summary

Total Income	\$26,484.40
Total Expenses	\$19,471.83
Profit (or Loss)	\$7,012.57

BUDGET HIGHLIGHTS

Revenue

Budgeted Revenue = \$98,871

Total 2024 Revenue = \$112,218

Revenue Breakdown

Lodging Tax = \$69,583

Other Revenue = \$42,634

Q1

- Budgeted: \$23,164
- Actual: \$19,012
- -17.9%

Q2

- Budgeted: \$29,569
- Actual: \$21,340
- -27.8%

Q3

- Budgeted: \$28,069
- Actual: \$54,416
- 93.9%

Q4

- Budgeted: \$18,069
- Actual: \$17,449
- -3.4%

Overall

- Budgeted: \$98,871
- Actual: \$112,218
- 13.5%

Expenses

Budgeted Expenses = \$104,131

Total 2024 Expenses = \$137,067

Summary

2024	Budget	Actual
Revenue	\$100,300	\$112,218
Expense	\$104,131	\$137,066

LOOKING AHEAD

Creating new ideas is key for a visitor bureau to stay relevant, innovative, and competitive in the ever-evolving tourism industry. Fresh ideas enable visitor bureaus to adapt to changing traveler preferences, market trends, and technological advancements, ensuring they remain ahead of the curve. Introducing new concepts, experiences, and initiatives not only attracts attention but also keeps visitors engaged and excited about the destination.

Develop A Strong Tourism Culture

Discover Cottage Grove completed its partnership with Chandlerthinks, a group of destination branding specialists, to create a strategic plan and comprehensive roadmap for the visitor bureau. This plan provides a framework for decision-making and resource allocation, guiding the visitor bureau to achieve its mission and fulfill its mandate of promoting the destination to a wider audience. The plan was recently completed and many of its recommendations are underway.

*In the list below, projects that have or will have guaranteed active efforts are marked with a *.*

Marketing Initiatives

- Branding: Develop a strong, well-planned brand identity for Cottage Grove tourism.*
- Update Website and Content: Revamp the website with fresh content and design that highlights the city's attractions.*
- Active Social Media Presence: Maintain an engaging social media calendar with regular posts, photos, and videos.*
- Digital Ad Campaigns: Run targeted digital ad campaigns to attract visitors from the Minneapolis-St. Paul metro area.
- Build a Visitor Database: Collect visitor information for email marketing and to measure tourism initiatives.
- Create a Focused Visitor Guide: Produce a visitor guide that emphasizes the unique experiences our city has to offer.

Partnerships and Product Development

- Package Existing Assets: Create tourism packages by partnering with local businesses and nearby communities.
- Develop New Attractions: Explore the possibility of adding a boutique hotel, a "Winter Wonderland" event, restoring the Cedarhurst Mansion, creating a town center, and adding more family-friendly and recreational attractions.
- Engage with Stakeholders: Gather input and ideas from tourism stakeholders to develop new programs and events.
- Highlight Family and Friend Gatherings: Encourage residents to host their friends and family by creating a guide to the top five must-do activities in Cottage Grove.
- Annual Wedding Fair: Organize a wedding fair to showcase Cottage Grove as a premier wedding destination.
- Enhance the Strawberry Festival: Introduce a "Bring a Friend" initiative and other enhancements to attract more visitors to this signature event.*
- Cottage Grove Patio Week: Launch a patio week to celebrate the local food scene and encourage people to try new restaurants. This project is currently in the works and will be presented as "Patio Week" to interested businesses.*
- Sponsor or attend community events that are outside of the Cottage Grove area. (ex. Lumberjack Days, Hockey Day Minnesota, Woodbury Days, Heritage Days, etc.)*

Social Media

Connecting people and fostering communication is one of the highest priorities for the Cottage Grove Convention and Visitors Bureau. In future months, our team plans to focus on local series, spotlights and promotions that showcase our attractions and experiences. While using high-quality visuals and relevant hashtags, efforts will continue to engage followers and build community engagement.



Cottage Grove Convention & Visitors Bureau

12800 Ravine Parkway South
Cottage Grove, MN 55016
651-458-2800 | DiscoverCottageGrove.com





City Council Action Request

7.I.

Meeting Date	6/18/2025				
Department	Public Safety				
Agenda Category	Action Item				
Title	Capital City Regional Firefighters Association Reciprocal Fire Service Agreement				
Staff Recommendation	Approve the Reciprocal Fire Service Agreement with the Capital City Regional Firefighters Association.				
Budget Implication	N/A				
Attachments	<table><tr><td>1.</td><td>Capital City Reciprocal Fire Service Agreement Council Memo 06.11.2025</td></tr><tr><td>2.</td><td>Capital City Reciprocal Fire Service Agreement June 2025</td></tr></table>	1.	Capital City Reciprocal Fire Service Agreement Council Memo 06.11.2025	2.	Capital City Reciprocal Fire Service Agreement June 2025
1.	Capital City Reciprocal Fire Service Agreement Council Memo 06.11.2025				
2.	Capital City Reciprocal Fire Service Agreement June 2025				



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

From: Peter J Koerner, Director of Public Safety
Jon Pritchard, Deputy Director of Public Safety/Fire Chief

Date: June 11, 2025

Subject: **CAPITAL CITY REGIONAL FIREFIGHTERS' ASSOCIATION RECIPROCAL
FIRE SERVICE AGREEMENT**

INTRODUCTION

The Cottage Grove Fire Department relies on mutual aid from neighboring and regional fire departments for large and/or prolonged emergency incidents that occur in the community. The Cottage Grove Fire Department also provides mutual aid to other communities for incidents that exceed the capacity of the local jurisdiction. The Capital City Region is a designated region under the Minnesota State Fire Chiefs Association and the Minnesota State Fire Department Association which represents 33 departments in the East and South Metro including Cottage Grove. Mutual aid agreements are critical and required as significant incidents will require the need of mutual aid fire resources to respond effectively and safely to emergencies in the community.

BACKGROUND

Reciprocal fire service agreements (commonly referred to as mutual aid agreements) are necessary to provide necessary provisions in how mutual aid is delivered and received. Provision under this agreement includes how mutual aid is requested, how mutual aid deployed, outline for reimbursement, how workers compensation liability is covered among other provisions detailed in the agreement.

The Capital City Firefighters Association Reciprocal Agreement was drafted in consultation with the League of Minnesota Cities and has been distributed to all 33 Capital City member fire departments. The Cottage Grove City Attorney has reviewed and advised there were no concerns with the clauses or terms in the agreement.

RECOMMENDATION

Approve the reciprocal Fire Service Agreement with the Capital City Regional Firefighters' Association.

Capital City Regional Firefighters' Association

Reciprocal Fire Service Agreement

THIS CAPITAL CITY REGIONAL FIREFIGHTER'S ASSOCIATION RECIPROCAL FIRE SERVICES AGREEMENT ("Agreement") is made this ___ day of _____, 2025, by and between the members of the Capital City Regional Firefighter's Association ("Association") who have executed this Agreement and the City of Cottage Grove ("Cottage Grove"), hereafter collectively referred to as the "Parties" for mutual assistance in firefighting services.

WHEREAS, the said governmental units desire to make available to each other their respective fire-fighting equipment and personnel in the case of emergencies, and each of said municipalities has legal authority to send its firefighting equipment and personnel into other communities.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein and subject to all applicable statutes, rules and regulations, the Parties agree as follows:

1. It is agreed that the Fire Department of the City of Cottage Grove shall provide mutual aid to any of the Fire Departments listed as members of the Association and who have executed an Agreement in this form. This Agreement shall be in effect when approved by the governing body and signed by the appropriate persons for the governmental unit. A list of all members of the Association signing this Agreement shall be furnished to each member of the Association. A list of current Association members is attached as Appendix A to this Agreement as "Capital City Regional Firefighters' Association Region 1 Members".
2. Any Fire Department of a governmental unit wishing to withdraw its membership from the Agreement, may do so by notifying every member department in writing at least thirty (30) days prior to termination of its membership in the Association.

Purpose:

The intent of this agreement is to make equipment, personnel, and other resources available to each Party who has signed this Agreement upon its request to the other Parties who have signed the Agreement. It is the intent of the parties that this Agreement does not constitute a joint powers agreement under Minnesota law.

Definitions:

1. "Association" means all municipalities and independent nonprofit firefighting corporations that are members of the Region 1 Minnesota State Fire Department Association.
2. "Party" or "Parties" means one or more local government units or non-profit firefighting corporations that is a member of the Association who has signed this Agreement to provide assistance to other Parties.
3. "Requesting Official" means the person designated by a Party who is responsible for requesting assistance from other Parties.
4. "Requesting Party" means a Party that requests assistance from other Parties, normally the fire department of the jurisdiction in which an incident requiring assistance occurs.
5. "Responding Official" means the person designated by the Party who is responsible to determine whether and to what extent that Party should provide assistance to a Requesting Party.

6. "Responding Party" means a Party that provides assistance to a Requesting Party.

Authorization:

Each of the Parties participating in this Agreement hereby authorize their respective Fire Departments to respond to and receive mutual aid services pursuant to the terms of this Agreement and to otherwise take such actions as are needed to provide and receive assistance as provided herein.

Procedure:

1. Request for Assistance. Whenever, in the opinion of the Requesting Official, there is a need for assistance from other Parties, the Requesting Official may call upon the Responding Official of any other Party to furnish assistance.
2. Response to Request. Upon the request for assistance from the Requesting Party, the Responding Official may authorize and direct its personnel to provide assistance to the Requesting Party. Whether the Responding Party provides assistance and, if so, to what extent shall be determined by the Responding Official.
3. Recall of Assistance. The Responding Official may at any time recall such assistance when in his or her best judgment or by an order from the governing body of the Responding Party, it is considered to be in the best interests of the Responding Party to do so.
4. Command of Scene. The Requesting Party or their designee shall be in command of the emergency scene. The personnel and equipment of the Responding Party shall be under the direction and control of the Requesting Party or their designee until the Responding Official withdraws assistance. In the event an emergency occurs in or crosses the boundaries of more than one jurisdiction, a joint command of the affected jurisdictions should be established.

Charges to the Requesting Party:

1. Subject to the terms below, the Requesting Party agrees to compensate the Responding Party as outlined in this Agreement. The charges incurred by the Requesting Party will include the actual costs of salaries, overtime, materials, supplies, and other necessary expenses. Equipment cost will be at the rates specified in Appendix B.
2. A Responding Party shall not charge for assistance provided to the Requesting Party of this Agreement for the first twelve (12) hours of such assistance. If assistance provided under this Agreement continues for more than twelve (12) hours, the Responding Party may submit to the Requesting Party an itemized bill for the actual cost of any assistance provided after the initial twelve-hour period, including salaries, overtime, materials and supplies and other necessary expenses; and the Requesting Party will reimburse the party providing assistance for that amount. Such compensation is not contingent upon the availability of federal or state government funds.
3. Invoice to the Requesting Party. Within ninety (90) days of the return to the home work station of all labor and equipment of the Responding Party, the Responding Party shall submit to the Requesting Party an invoice of all charges for assistance provided under this agreement as described in paragraph 2 above. Payment of any undisputed amount shall be paid to Responding party within 30 days.

Discretionary Assistance:

1. Providing assistance is entirely at the discretion of the Responding Party. The agreement to provide assistance is expressly not contingent upon a declaration of a major disaster or emergency by the federal government or upon

receiving state or federal funds.

2. It is the express understanding of the Parties that the first priority of the Responding Party's fire department personnel is to provide fire protection within its respective jurisdiction. It is understood that the assistance contemplated in this Agreement shall be provided only if the fire department personnel requested to provide assistance can provide such assistance without jeopardizing the fire protection services within its respective jurisdiction.
3. This Agreement is intended to authorize requests for assistance only in emergency or other specifically requested situations. Nothing in this Agreement shall be construed as authorizing request for assistance for routine activities.

Workers' Compensation:

Each Party shall be responsible for injuries or death of its own personnel. Each Party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this Agreement. Each Party waives the right to sue any other Party for any workers' compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of the other Party or its officers, employees, or volunteers.

Damage to Equipment:

Each Party shall be responsible for damage to its own equipment. Each party waives the right to sue any other Party for any damage to its equipment, even if the damage was caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.

Liability:

1. For the purposes of the Minnesota Municipal Tort Liability Act (Minn. Stat. Ch. 466), the employees and officers of the Responding Party are deemed to be employees (as defined in Minn. Stat. § 466.01, subd. 6) of the Requesting Party.
2. The Requesting party agrees to indemnify and defend against any claims brought or actions filed against the Responding Party or any officer, employee, or volunteer of the Responding Party for injury to, death of, or damage to the Party of any third person or persons, arising from the performance and provision of assistance in responding to a request for assistance by the Requesting Party pursuant to this Agreement.
3. Under no circumstances, however, shall a Party be required to pay on behalf of itself and other Parties, any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466 applicable to any one Party. The limits of liability for some or all of the Parties may not be added together to determine the maximum amount of liability for any Party. No Party waives any immunities or limits on liability it enjoys under Minnesota Statutes or common law.
4. The intent of this subdivision is to impose on each Requesting Party a limited duty to defend and indemnify a Responding Party for claims arising within the Requesting Party's jurisdiction subject to the limits of liability under Minnesota Statutes, Chapter 466. The purpose of creating these reciprocal duties to defend and indemnify is to simplify the defense of claims by eliminating conflicts among defendants, and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.
5. No Party to this Agreement nor any officer of any Party shall be liable to any other Party or to any other person for failure of any Party to furnish assistance to any other Party, or for recalling assistance, both as described in this Agreement.

6. Failure to provide assistance will not result in liability of a Party.

General Provisions:

1. Amendment. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same Parties who executed and approved the original Agreement, or their successors in office.
2. General Compliance. Both Parties agree to comply with all applicable federal, state and local laws and regulations governing any services provided under this Agreement.
3. Non-Discrimination. Both Parties agree to comply with the provisions of all applicable federal and state statutes and regulations pertaining to civil rights and nondiscrimination including, without limitation, Minnesota Statutes, Section 181.59.
4. Severability. Should a court of competent jurisdiction rule any portion, section or subsection of this Agreement invalid or nullified, that fact shall not affect or invalidate any other portion, section or subsection; and all remaining portions, sections or subsections shall remain in full force and effect.
5. Assignment. This Agreement is not assignable without the mutual written agreement of the Parties.
6. Entire Agreement. This Agreement constitutes the entire agreement of the Parties and supersedes all prior communications, understandings and agreements relating the subject matter hereof, whether oral or written.
7. Data Practices. The Parties agree that they will abide by the Minnesota Government Data Practices Act and all other statutes or provisions of law related to data practices, data management and records retention. Each Party shall remain the exclusive responsible authority for its own data management for responses to data requests and for all aspects of records retention for any and all data that is collected, created, received, maintained or disseminated by the Party as a result of any activity arising out of this Agreement.

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CITY OF COTTAGE GROVE

Myron Bailey, Mayor

Date

Tamara Anderson, City Clerk

Date

CAPITAL CITY REGIONAL FIREFIGHTERS' ASSOCIATION

By: _____
Alan Newman, President
Capital City Regional Firefighters' Association, Region 1

Appendix:

- A. Capital City Regional Firefighters' Association Region 1 Members
- B. Equipment Rates

Appendix A

Capital City Regional Firefighters' Association Region 1 Members

1	Apple Valley
2	Bayport
3	Burnsville
4	Cottage Grove
5	Eagan
6	Forest Lake
7	Hastings
8	Hugo
9	Inver Grove Heights
10	Lake Elmo
11	Lake Johanna
12	Lakeville
13	Lino Lakes
14	Little Canada
15	Lower St. Croix Valley
16	Mahtomedi
17	Maplewood
18	Marine on St. Croix
19	Mendota Heights
20	Miesville
21	New Brighton
22	Newport
23	North Saint Paul
24	Oakdale
25	Rosemount
26	Roseville
27	Saint Paul
28	St. Paul Park
29	Scandia
30	Stillwater
31	Vadnais Heights
32	White Bear Lake
33	Woodbury

Appendix B

Equipment Rates

Equipment	Description	Rate
Engine	Minimum 1250 GPM	\$170
Engine	Minimum 500 GPM	\$155
Engine/Tender	Minimum 1250 GPM - Minimum 2000 Gallons	\$175
Tender	Minimum 250 GPM - Minimum 1500 Gallons	\$140
Tender	No Pump - Minimum 1500 Gallons	\$130
Ladder truck		\$230
Ladder truck - Aerial platform		\$250
Heavy rescue		\$120
Brush truck with skid unit		\$70
Utility truck		\$35
Command SUV or Pick up		\$50
Command transit van		\$60
UTV with skid unit		\$50
UTV - Tracked with skid unit		\$55
Boat – No Motor	< 22'	\$20
Boat with motor	< 22'	\$30
Boat	> 22' with built in pump capacity	\$150
Airboat		\$60



City Council Action Request

7.J.

Meeting Date	6/18/2025		
Department	Public Safety		
Agenda Category	Action Item		
Title	Urban Area Security Initiative Grant Acceptance		
Staff Recommendation	Authorize Public Safety to accept up to a \$7,500 UASI grant to fund the purchase of water rescue equipment and to accept up to a \$9,830 UASI grant to fund the purchase of hazardous materials air monitors through the Washington County Department of Emergency Management.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>UASI Grant Memo (Revised 6.17.25)</td></tr></table>	1.	UASI Grant Memo (Revised 6.17.25)
1.	UASI Grant Memo (Revised 6.17.25)		



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

From: Jon Pritchard, Fire Chief

Date: June 17th, 2025

Subject: URBAN AREA SECURITY INITIATIVE GRANT ACCEPTANCE

Introduction

As a part of a comprehensive 5-year Strategic Plan, the Cottage Grove Fire Department (CGFD) has identified needs to improve response to specialty operations to promote public safety and address risks in our community. Two areas of specialty operations include response to emergency incidents on the water and response to incidents involving hazardous materials. To improve the response to hazardous materials and water incidents, the fire department has sought out grant opportunities to support equipment purchases.

Background

The United States Department of Homeland Security offers grant funding to metropolitan area communities through a program called the Urban Area Security Initiatives (UASI). UASI provides funding to counties in metropolitan areas to fund needed programs to respond to disasters and emergencies. The CGFD has a strong partnership with Washington County Emergency Management (WCEM) which is the county entity responsible for distributing UASI grant funds. The CGFD has proposed two projects to WCEM and has been approved for funding dependent upon City Council approval. The UASI program is a reimbursement-based grant in which the fire department will purchase items and will submit for reimbursement through WCEM.

UASI funds will help fund the purchase of water rescue equipment for the fire department. The project proposal was approved for up to \$7,500 in reimbursement. Additionally, to improve response to hazardous materials operations, the fire department proposed a project to purchase a chlorine air monitor and purchase additional multi-gas monitors (oxygen, carbon monoxide, hydrogen sulfide, and flammable atmospheres) which was approved. The hazardous materials air monitor project was approved for up to \$9830 in reimbursement. The Fire Department anticipates the complete cost of both projects will be covered by the UASI grants.

RECOMMENDATION

Authorize Public Safety to accept up to a \$7500 UASI grant to fund the purchase of water rescue equipment and to accept up to a \$9830 UASI grant to fund the purchase of hazardous materials air monitors through the Washington County Department of Emergency Management.



City Council Action Request

7.K.

Meeting Date 6/18/2025

Department Public Safety

Agenda Category Action Item

Title Authorization to Accept MN DPS Auto Theft Grant and Execute Flock Service Agreement

Staff Recommendation 1) Approve Flock/LPR camera Master Services Agreement. 2) Accept \$18,000.00 from the Automobile Theft Prevention Grant Award over 2 years.

Budget Implication 2025-2026 - zero impact (grant and donations)
2026-2027 - \$26,000.00 (grant and donations to off-set budget impact in 2027)

Attachments	1.	Authorization to Accept Grant and Execute Service Agreement
	2.	MN - Cottage Grove Public Safety Dept - Law Enforcement Agreement - Clean
	3.	Exhibit A-Cottage Grove Auto Theft Grant



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

From: Peter J Koerner, Director of Public Safety
Greg P Rinzel, Deputy Director of Public Safety

Date: June 11, 2025

Subject: **AUTHORIZATION TO ACCEPT MN DPS AUTO THEFT GRANT AND EXECUTE FLOCK SERVICE AGREEMENT**

INTRODUCTION

In Priority #4.1.6 of the police five-year strategic plan, we identified stationary LPR (Flock) cameras. These cameras will be integrated into our existing public safety infrastructure, enhancing our ability to monitor and protect the City of Cottage Grove. By leveraging this advanced technology, we aim to improve the safety and security of shopping centers, business districts and its patrons, deterring criminal activity such as theft, shoplifting, and vehicle-related crimes. The cameras will also help us track and respond to stolen vehicles, KOPS (Keep Our Police Safe) officer safety alerts, and missing persons alerts in real time, allowing for faster law enforcement intervention when necessary. This data can be used to collaborate with other law enforcement agencies in nearby jurisdictions, enhancing overall security efforts and combating Organized Retail Crime (ORC).

We have identified twelve strategic locations to place Flock/LPR cameras within the City of Cottage Grove. The cost of each camera is \$3,000.00, for a total of \$36,000.00 per year. The agreement is for a duration of two-years renewed annually and has been reviewed and approved by the City Attorney's Office. With approval of the Master Services Agreement, exhibit C will be sent via DocuSign. Exhibit C will be reviewed prior to signature.

Sergeant Nils Torning applied for and received the Automobile Theft Prevention Grant through the State of Minnesota, an award of \$9,000 for 2025 and \$9,000 for 2026. This grant will assist in partial funding of the new initiative to use technology to assist in investigations where motor vehicles are used in the commission of crimes. After Council approval, the State will send our award summary to the DPS grants team to have converted into contracts and then executed by both sides. The final contract will be reviewed prior to executing.

With this grant and additional grants and donations, this project is fully funded for two years.

Recommendation

1. Approve Flock/LPR camera Master Services Agreement.
2. Accept the \$18,000.00 from the Automobile Theft Prevention Grant Award over 2 years.

Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the City of Cottage Grove, 12800 Ravine Parkway, Cottage Grove, MN 55016 (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”). This Agreement is effective on the date of mutual execution (“**Effective Date**”). The Order Form (“**Order Form**”), attached hereto as **Exhibit A**, describes the Flock Services to be performed and the period for performance.

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that, upon detection, is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”); and

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services; and

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes (“**Permitted Purpose**”).

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Agreement**” means the order form (to be provided as Exhibit A, “Order Form”), these terms and conditions, and any document therein incorporated by reference in Section 11.4.

1.2 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.3 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.4 “**Customer Data**” means the data, media, and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.5. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.6 “**Effective Date**” means the date this Agreement is mutually executed (valid and enforceable) by both Parties.

1.7 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.8 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable Order Form.

1.9 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.10 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.11 “**Footage**” means still images, video, audio, and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.12 “**Integration Data**” means any distribution of data from a Customer requested third party integration.

1.13 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.14 “**Permitted Purpose**” means for legitimate public safety and/or business purpose, including but not limited to, the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.

1.15 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the applicable Order Form. Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices.

1.16 “**Term**” means the date, unless otherwise stated in the Order Form, upon which the cameras are validated by both Parties as operational.

1.17 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the Retention Period. Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Customer shall be responsible for all acts and omissions of Authorized End Users. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “**Support Services**”).

2.4 Updates to Platform. Flock may make any updates to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such updates are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock’s provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (“**Service Interruption**”). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer’s direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day).

For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for

any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up-to-date contact information at all times during the Term of this Agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services (e.g., laptops, internet connection, mobile devices, etc.). Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “***Customer Obligations***”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to, any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“***Customer Generated Data***”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

4.4 Data Distribution. Customer may, upon request, choose to integrate Flock Services with a third party to either distribute Integration Data or Customer Data (such third party, “Recipient”). Upon such request, Customer hereby grants to Flock a non-exclusive, non-transferable, royalty-free, perpetual license to access, share, view, record, duplicate, store, save, reproduce, modify, display, and distribute Customer Data and/or Integration Data, as required by the requested distribution. Customer acknowledges that such data may be viewed, recorded, duplicated, stored, saved, reproduced, modified, displayed, distributed, and retained by Recipient for a period longer than Flock’s standard retention period and hereby provides consent to such retention period. Unless expressly listed in the Order Form, the provision, access, or use of any Application Programming Interfaces (“APIs”) is not included under this Agreement. Any rights, licenses, or obligations related to APIs shall be governed solely by the terms set forth in the Order Form or a separate agreement between the parties.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Flock includes non-public information provided by the Disclosing Party to the Receiving Party regarding features, functionality and performance of this Agreement. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to, geolocation

information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information or any other information obtained pursuant to this Agreement, that may be required by judicial or governmental order or data disclosure laws and regulations, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order or requirement. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to discover, or recreate the source code, object code or underlying structure, ideas or algorithm of the Flock Services or any software provided hereunder; modify, translate, or create derivative works based on the Flock Services or any software provided hereunder, (ii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iii) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP;

(iv) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (v) use the Flock Services for anything other than the Permitted Purpose; or (vi) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so pursuant to a judicial or governmental order or other legal process.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, Customer shall pay all invoices net thirty (30) days from the date of receipt. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. In the event of any changes to fees, Flock shall provide Customer with sixty (60) days notice (email sufficient) prior to the end of the Initial Term or Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms.

6.3 Taxes. To the extent Customer is not a tax exempt entity, Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock

a legally sufficient tax exemption certificate and Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Unless otherwise indicated on the Order Form, the Term shall commence upon first installation of Flock Hardware, as applicable. Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 Termination. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 10.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “**Defect**”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to Flock Service, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK IS NOT LIABLE FOR ANY DAMAGES OR ISSUES ARISING FROM THIRD-PARTY DISTRIBUTIONS REQUESTED BY CUSTOMER. AFOREMENTIONED DISTRIBUTION IS AT CUSTOMER’S OWN RISK. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS

DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies to be provided as Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF

LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at

Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock and Customer shall work together to determine alternative options for Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C. Customer represents and warrants that it has, or shall lawfully obtain, all necessary right, title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this Agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement. Flock

shall pay any subcontractor involved in the performance of this Agreement within ten (10) days of Flock's receipt of payment by the Customer for undisputed services provided by subcontractor.

11. MISCELLANEOUS

11.1 Compliance with Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior written consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits, are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the Order Form and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Upon prior written consent, Flock has the right to reference and use Customer's name and disclose the nature of the Services in business and development and marketing efforts. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Customer or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential

component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing upon the Effective Date.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested. All notices will be provided to the email or mailing address listed in the Order Form.

11.15 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, Customer shall have the right to terminate this Agreement for non-appropriation with thirty (30) days written notice without penalty or other cost.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, Flock and Customer have caused this Agreement to be executed as of the dates referenced below.

FLOCK GROUP, INC.

By: _____

Name: _____

Title: _____

Date: _____

CITY OF COTTAGE GROVE

By: _____

Name: Myron Bailey

Title: Mayor

Date: _____

By: _____

Name: Tamara Anderson

Title: City Clerk

Date: _____

EXHIBIT A

**Flock Safety + MN - Cottage Grove
Public Safety Dept**

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Bo Manor
bo.manor@flocksafety.com
+17154569138



ORDER FORM

Customer:	MN - Cottage Grove Public Safety Dept	Initial Term:	24 Months
Legal Entity Name:	MN - Cottage Grove Public Safety Dept	Renewal Term:	24 Months
Accounts Payable Email:		Payment Terms:	Net 30
Address:	12800 Ravine Pkwy Cottage Grove, Minnesota 55016	Billing Frequency:	Annual Plan - Invoiced at Last Camera Validation.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$36,000.00
Flock Safety Platform			
Flock Safety Platform - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	12	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Existing Infrastructure Implementation Fee	\$0.00	7	\$0.00
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region	\$0.00	5	\$0.00

Subtotal Year 1:	\$36,000.00
Annual Recurring Subtotal:	\$36,000.00
Discounts:	\$7,300.00
Estimated Tax:	\$0.00
Contract Total:	\$72,000.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Special Terms:

- Per Billing Schedule, Annual Invoice at Last Hardware Validation. Initial Invoice shall be on or after 07/01/2025. Annual Recurring Invoices shall be on the anniversary of Last Hardware Validation.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Last Camera Validation	\$36,000.00
Annual Recurring after Year 1	\$36,000.00
Contract Total	\$72,000.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$0.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$7,300.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Platform - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Existing Infrastructure Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region	MASH tested pole that meets DOT crashworthiness requirements. Includes materials, installation, and maintenance.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees. For the avoidance of doubt, (i) all required insurance limits by Customer can be met through a combination of primary and excess/umbrella coverage, and (ii) Flock's Cyber and Professional Liability/Errors and Omissions insurance has a shared limit of Five Million Dollars (5,000,000) per incident and in the aggregate.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

(i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;

(ii) **Workers Compensation** insurance in accordance with statutory limits;

(iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;

(iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

**Grantee's Budget
(Cottage Grove)**

NOT OFFICIAL BUDGET/USED FOR NEGOTIATIONS

Budget: The Grantee's eligible costs include actual costs incurred invoiced as reimbursement per State requirements. These costs include labor/fringe, subcontractors, equipment, marketing, printing, materials, supplies, and travel (subject to the guidelines of the "Commissioner's Plan"). These costs are reflected in the following categories which align with the Tasks in Exhibit B.

Category	FY 2026	FY 2027	Total Amount
1. Personnel	\$ 0.00	\$ 0.00	\$ 0.00
2. Payroll Tax & Fringe	\$ 0.00	\$ 0.00	\$ 0.00
3. Contract Services	\$ 0.00	\$ 0.00	\$ 0.00
4. Travel	\$ 0.00	\$ 0.00	\$ 0.00
5. Training	\$ 0.00	\$ 0.00	\$ 0.00
6. Office Expense	\$ 0.00	\$ 0.00	\$ 0.00
7. Program Expenses	\$ 9,000.00	\$ 9,000.00	\$ 18,000.00
a. 12 Flock LPR Falcon Cameras (7 existing infrastructure, 5 flock pole – installs)	\$9,000.00	\$9,000.00	
8. Equipment Over \$5,000 Per Unit	\$ 0.00	\$ 0.00	\$ 0.00
9. Other	\$ 0.00	\$ 0.00	\$ 0.00
Total Grant Award:	\$ 9,000.00	\$ 9,000.00	\$ 18,000.00



City Council Action Request

7.L.

Meeting Date	6/18/2025				
Department	Engineering				
Agenda Category	Action Item				
Title	Professional Services Contract with Humeratech Integrated Building Solutions				
Staff Recommendation	Approve the professional services contract with Humeratech for the City of Cottage Grove buildings in the amount of \$7,430.40.				
Budget Implication	\$7,430.40 - Mechanical Related Expenses as allocated in 2025 budget				
Attachments	<table><tr><td>1.</td><td>Professional Services Contract with Humeratech Integrated Building Solutions</td></tr><tr><td>2.</td><td>Contract</td></tr></table>	1.	Professional Services Contract with Humeratech Integrated Building Solutions	2.	Contract
1.	Professional Services Contract with Humeratech Integrated Building Solutions				
2.	Contract				

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

From: Adam Moshier, Fleet and Facilities Manager

Date: 6/10/2025

RE: Professional Services Contract with Humeratech Integrated Building Solutions

Background

The City of Cottage Grove has many buildings that require expertise in building automation maintenance. The following buildings, City Hall/Public Safety, Central Fire, Hero Center, Glacial Valley and the Utilities and Engineering Building all have the Alerton Compass system that operates the HVAC, boilers and mechanical equipment. With the addition of the two most recent buildings to the Alerton Compass system, staff needs more assistance with diagnosing issues.

Humeratech is one of the companies that has the license to work on the Alerton Compass system. Staff has been working with Humeratech, as they installed the system at both Glacial Valley and the Utilities and Engineering Building during construction. Humeratech has also been providing technical assistance on an as-needed basis for the other facilities. Having an agreement in place will save the City money going forward. The City also needs to have this agreement for the building automation upgrade to occur. This will be a budget addition in 2026.

Proposal

This professional services contract would provide annual preventative maintenance checks, inspection and analysis of the Alerton Building Automation System. They will also provide remote technical support and provide regular software installation.

Humeratech provided a proposal for \$7,430.40 per year. This is a professional service so multiple quotes are not required. As stated previously, Humeratech has done business with the city and staff is familiar with their work.

Staff is recommending the professional services agreement be accepted with Humeratech for building automation maintenance for the following buildings, City Hall/Public Safety, Central Fire, Hero Center, Glacial Valley and the Utilities and Engineering Buildings totaling \$7,430.40.

Budget

In the budget for 2025, there is money budgeted for mechanical related expenses. If Council were to approve the contract with Humeratech for professional services, this amount would be within the budget and split amongst the different buildings.

Recommendation

Approve the professional services contract with Humeratech for the City of Cottage Grove buildings in the amount of \$7,430.40.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is made and executed this ____ day of June, 2025, by and between the City of Cottage Grove, 12800 Ravine Parkway South, Cottage Grove, Minnesota 55016, ("City") Humeratech Integrated Building Solutions, 14295 James Road, Suite #200, Rogers, MN 55374-9479 ("Contractor").

WHEREAS, the City has accepted the proposal of the Consultant for certain professional services; and

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

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

1. SERVICES.

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

- i. A proposal dated May 7th 2025, incorporated herein as Exhibit A.
- ii. Other documentation, incorporated herein as Exhibit B.

(Hereinafter "Exhibits").

- iii. Where the terms and conditions of this Agreement and those terms and conditions included in the Exhibits specifically conflict, the terms of this Agreement shall apply.
- b. Consultant covenants and agrees to provide the Services to the satisfaction of the City in a timely fashion, as set forth in the Exhibits, subject to Section 7 of this Agreement.
- c. Consultant agrees to comply with all federal, state, and local laws and ordinances applicable to the Services to be performed under this Agreement. Consultant represents and warrants that it has the requisite training, skills, and experience necessary to provide the Services and is appropriately licensed and has obtained all permits from all applicable agencies and governmental entities.

2. PAYMENT.

- a. City agrees to pay and Consultant agrees to receive and accept payment for Services as set forth in the Exhibits.
 - b. Any changes in the scope of the work of the Services that may result in an increase to the compensation due the Consultant shall require prior written approval by the authorized representative of the City or by the City Council. The City will not pay additional compensation for Services that do not have prior written authorization.
 - c. Consultant shall submit itemized bills for Services provided to City on a monthly basis. Bills submitted shall be paid in the same manner as other claims made to City.
3. TERM. The term of this Agreement is identified in the Exhibits. This Agreement may be extended upon the written mutual consent of the parties for such additional periods as they deem appropriate, and upon the same terms and conditions as stated herein.
4. TERMINATION.
 - a. Termination by Either Party. This Agreement may be terminated by either party upon thirty (30) days' written notice delivered to the other party to the addresses listed in Section 13 of this Agreement. Upon termination under this provision, if there is no default by the Consultant, Consultant shall be paid for Services rendered and reimbursable expenses incurred until the effective date of termination.
 - b. Termination Due to Default. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure that is acceptable to the other party.
5. SUBCONTRACTORS. Consultant shall not enter into subcontracts for any of the Services provided for in this Agreement without the express written consent of the City, unless specifically provided for in the Exhibits. Consultant shall pay any subcontractor involved in the performance of this Agreement within the ten (10) days of the Consultant's receipt of payment by the City for undisputed services provided by the subcontractor.
6. STANDARD OF CARE. In performing its Services, Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the Services are provided. No warranty, express or implied, is made or intended by Consultant's undertaking herein or its performance of Services.
7. DELAY IN PERFORMANCE. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire;

epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Consultant under this Agreement. If such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Consultant will be entitled to payment for its reasonable additional charges, if any, due to the delay.

8. CITY'S REPRESENTATIVE. The City has designated Adam Moshier to act as the City's representative with respect to the Services to be performed under this Agreement. He or she shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the Services covered by this Agreement.
9. PROJECT MANAGER AND STAFFING. The Consultant has designated Kevin Shiltz to be the primary contacts for the City in the performance of the Services. They shall be assisted by other staff members as necessary to facilitate the completion of the Services in accordance with the terms established herein. Consultant may not remove or replace these designated staff without the approval of the City.

10. INDEMNIFICATION.

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

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

- a. General Liability Insurance, with a limit of \$2,000,000 for any number of claims arising out of a single occurrence.
- b. Professional Liability Insurance, with a limit of \$2,000,000 for any number of claims arising out of a single occurrence.
- c. Workers' Compensation Insurance in accordance with statutory requirements.

- d. Automobile Liability Insurance, with a combined single limit of \$2,000,000.

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

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

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

If to City: City of Cottage Grove
12800 Ravine Parkway South
Cottage Grove, MN 55016
Attention: Adam Moshier

Or emailed: amoshier@cottagegrovemn.gov

If to Consultant: Humeratech Integrated Building Solutions
14295 James Road Suite #200
Rogers, MN 55374-9479

Or emailed: kevin.schiltz@humeratech.com

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

15. GENERAL PROVISIONS.

- a. Assignment. This Agreement is not assignable without the mutual written agreement of the parties.
- b. Waiver. A waiver by either City or Consultant of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

- c. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota and any action must be venued in Washington County District Court.
- d. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both parties.
- e. Severability. If any term of this Agreement is found be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
- f. Data Practices Compliance. All data collected by the City pursuant to this Agreement shall be subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.
- g. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

[The remainder of this page is intentionally left blank]

CITY OF COTTAGE GROVE

By: _____
Myron Bailey, Mayor

By: _____
Tamara Anderson, City Clerk

Date: _____

CONSULTANT

Signature: 

Name: Nak Thomas

Its: vice-president

Date: 6-12-2025

Exhibit 2

The contract covers unlimited business hours of remote assistance regarding the services listed. Any calls outside of business hours or on-site visits are not covered by the agreement. Below I have listed the information regarding our rates of labor.

Temperature Controls Service:

Regular rate: \$153.00/hr. (this would be for items not covered in the agreement)

* Normal service hours, 7:00am to 3:30pm Monday-Friday

Overtime rate: \$229.50/hr.

* First 4 hours prior to 7:00am or after 3:30pm Monday-Friday

* Saturdays 7:00am to 3:30pm

Double-time rate: \$306.00/hr.

* Saturday after 3:30pm, Sundays and Holidays

* After 4 continuous hours of overtime.

Mechanical Equipment Service:

Regular rate: \$153.00/hr.

Overtime rate: \$ 229.50/hr.

Double-time rate: \$ 306.00/hr.

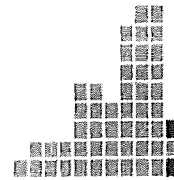
-Two-hour minimum charge for in-office or on-site service calls.

-Travel time is charged one-way within the Twin Cities metro area

-Truck charge for an on-site service call: \$75.00

The agreement covers remote assistance, so calling to have a technician look into something would be covered. Troubleshooting, reviewing, and minor changes to the system fall under the contract. This agreement also covers all 5 of your buildings (City Hall/Public Safety, Central Fire Station, Utility and Engineering Building, Glacial Valley Park, and HERO Center) for these services.

Additional costs that are not covered by the remote service agreement are new/extensive programming changes, new software upgrades, on-site visits, and after-hours calls.



Remote Service Agreement

Alerton Building Automation System

Customer: City of Cottage Grove
Address: 12800 Ravine Parkway South
City: Cottage Grove State: MN

Date: May 7, 2025

PM Number:

Zip Code: 55016

HUMERATECH Intergraded Building Solutions shall provide a Predictive Preventive Maintenance, Inspection and Analysis of your Alerton Building Automation System.

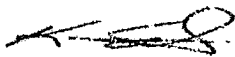
Services To Be Performed:

- ✓ Inspect and maintain front-end workstations, interface and global controllers.
- ✓ Review sequences of operation, graphic displays, and programming with the facility engineering staff.
- ✓ Perform trend log analysis of control loops and adjust as necessary.
- ✓ Review schedules and modify or delete as required.
- ✓ Perform communications tests to verify network operation.
- ✓ Back-up system and maintain a copy at a secure off-site location. (HumeraTech server)
- ✓ Check operation of critical temperature, pressure, CO2, and humidity sensors.
- ✓ Provide one time on-site training and continued dial-up support for the facility engineering staff.
- ✓ Verify building control operation coded with the building mechanical systems from Compass for BACtalk workstation.
- ✓ Identify any possible energy savings that could be achieved through the building automation system.
- ✓ Provide remote technical support (EBT server access is required to establish remote connection)
- ✓ Provide installation of any current software with revisions. (Does not include new software generation upgrades)
- ✓ Provide recommendations for any hardware or pc upgrades to ensure system is operating at maximum potential.
- ✓ Report any deficiencies found to the facilities engineering personal.

Annual Price: \$7,430.40

Thank you for the opportunity to provide this Remote Service Estimate. Please contact me with any questions you may have.

Respectfully Yours,



Kevin Schiltz
Service Division Manager
HumeraTech Integrated Building Solutions
Direct 763-255-3230
Cell 651-302-0622
Kevin.Schiltz@Humeratech.com
www.humeratech.com

Customer
Signature

City of Cottage Grove
Adam Mosier
Facilities Maintenance Manager
651-458-2844
amoshier@cottagagrovemn.gov



City Council Action Request

7.M.

Meeting Date 6/18/2025

Department Public Works

Agenda Category Action Item

Title TG-14 Pond Improvements Final Payment

Staff Recommendation Adopt Resolution 2025-086 approving the final payment for the TG-P14 Pond Improvements Project to Northern Lines Contracting in the amount of \$90,492.33.

Budget Implication \$90,492.33, from the Stormwater Area Fund.

Attachments

1.	1 Transmittal Letter Final Estimate A
2.	2 TG-P14 Final Payment
3.	AAEC - TG-P14 Pond IC-134 & LW
4.	J&R- TG-P14 Pond IC-134 & LW
5.	Margolis - TG-P14 Pond IC-134 & LW
6.	NLC- TG-P14 Pond IC-134
7.	Precision - TG-P14 Pond IC-134 & LW



Real People. Real Solutions.

3507 High Point Dr. N
Bldg. 1 Suite E130
Oakdale, MN 55128

Ph: [651] 704-9970
Fax: [651] 704-9971
Bolton-Menk.com

June 3, 2025

Ryan Burfeind, PE
Public Works Director
City of Cottage Grove
12800 Ravine Parkway South
Cottage Grove, MN 55016

RE: Contractor's Pay Request No. 6 and Final
TG-P14 Pond Improvements

Dear Mr. Burfeind:

Attached is the signed copy of the Contractors Pay Request No. 6 and Final for the above referenced Project. Also included are the IC 134 forms and Lien Waivers, as submitted by the Contractor. A Warranty Bond was not required to be provided by the Contractor since the project was substantially completed on May 22, 2023 and the two year warranty period has since elapsed. The Contractor for this project is Northern Lines Contracting.

REVIEW OF PROJECT HISTORY

The contractor began this project in February 2022 and the project was substantially completed on May 22, 2023. The contractor returned in summers of 2024 and 2025 to complete the remaining punch list work.

CONSTRUCTION COST OVERVIEW

As indicated on the final request for payment, the original contract amount was \$1,222,843.50. The final construction cost as shown is \$1,142,471.50, which is \$80,372.00 less than the contract amount. The overall project underrun was due to underruns in estimated rock excavation of \$45,214.00, topsoil borrow of \$27,626, and other minor quantity discrepancies.

RECOMMENDATION

Northern Lines Contracting in accordance with the contract plans and specifications has satisfactorily completed the work. Therefore, it is recommended that final payment of \$90,492.33 be made and the City of Cottage Grove accept the project. After acceptance, please distribute all requests for payments as appropriate.

If you have any questions or require further information, please contact me.

Sincerely,

Bolton & Menk, Inc.

Jeffrey P Toutant

Sr. Construction Manager

Contractor's Application for Payment

Owner: CITY OF COTTAGE GROVE, MN

Owner's Project No.: 124752

Engineer: Bolton & Menk, Inc.

Engineer's Project No.: 0N1.124752

Contractor: NORTHERN LINES CONTRACTING

Agency Project No.: NA

Project: TG-P14 POND IMPROVEMENTS

Contract: 0

Application No.: 6 & FINAL Application Date: 5/23/2025

Application Period: From 10/3/2022 to 5/23/2025

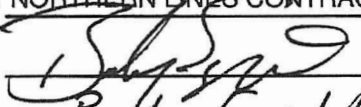
1. Original Contract Price	\$	1,222,843.50
2. Net Change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	1,222,843.50
4. Total Work Completed and Materials Stored to Date		
Sum of Column G Lump Sum Total and Column J Unit Price Total	\$	1,142,471.50
5. Retainage Calculated up to 250% of remaining work+1% contract amount		
a. X \$1,142,471.50 Work Completed	\$	-
b. X \$ - Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	-
6. Amount eligible to date (Line 4 - Line 5.c)	\$	1,142,471.50
7. Less previous payments	\$	1,051,979.17
8. Amount due this application	\$	90,492.33
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	80,372.00

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective; and
- (4) The provisions of M. S. 290.92 have been complied with and that all claims against me by reason of the Contract have been paid or satisfactorily secured.

Contractor: NORTHERN LINES CONTRACTING

Signature: 

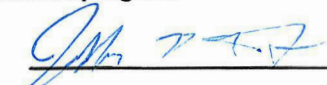
Date: 6/2/25

Name: Brady Enright

Title: Project Manager

Recommended by Engineer

Approved by Owner

By: 

By: _____

By: _____

Name: JEFFREY P. TOUTANT

Name: _____

Name: _____

Title: SR. CONSTRUCTION MANAGER

Title: _____

Title: _____

Date: 6/3/2025

Date: _____

Date: _____

Pay Request No.:

TG-P14 POND IMPROVEMENTS

6 & FINAL



Real People. Real Solutions.

CITY OF COTTAGE GROVE

BMI PROJECT NO. 0N1.124752

WORK COMPLETED THROUGH MAY 23, 2025

ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE	
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
	TOTAL BASE BID							
1	MOBILIZATION	\$21,000.00	1.00	LS \$21,000.00	0.90	LS \$18,900.00	1.00	LS \$21,000.00
2	TRAFFIC CONTROL	\$4,150.00	1.00	LS \$4,150.00	0.90	LS \$3,735.00	1.00	LS \$4,150.00
3	EROSION CONTROL SUPERVISOR	\$2,500.00	1.00	LS \$2,500.00	0.50	LS \$1,250.00	1.00	LS \$2,500.00
4	STREET SWEEPER WITH OPERATOR	\$200.00	5.00	HR \$1,000.00	5.00	HR \$1,000.00	5.00	HR \$1,000.00
5	SKIDSTEER (BOBCAT) WITH OPERATOR	\$200.00	5.00	HR \$1,000.00	2.00	HR \$400.00	2.00	HR \$400.00
6	SILT FENCE, TYPE MACHINE SLICED	\$1.90	8,800.00	LF \$16,720.00	6,050.00	LF \$11,495.00	6,050.00	LF \$11,495.00
7	TEMPORARY CONSTRUCTION ENTRANCE	\$45.00	50.00	CY \$2,250.00	35.00	CY \$1,575.00	35.00	CY \$1,575.00
8	STORM DRAIN INLET PROTECTION	\$265.00	12.00	EA \$3,180.00	0.00	EA \$0.00	0.00	EA \$0.00
9	CLEARING AND GRUBBING	\$85,000.00	1.00	LS \$85,000.00	1.00	LS \$85,000.00	1.00	LS \$85,000.00
10	EXCAVATION - COMMON (EV)	\$1.79	143,100.00	CY \$256,149.00	126,500.00	CY \$226,435.00	126,500.00	CY \$226,435.00
11	EXCAVATION - ROCK (EV)	\$155.00	100.00	CY \$15,500.00	0.00	CY \$0.00	0.00	CY \$0.00
12	EXCAVATION - SPECIAL (EV)	\$2.85	36,200.00	CY \$103,170.00	34,600.00	CY \$98,610.00	34,600.00	CY \$98,610.00
13	COMMON EMBANKMENT (CV)	\$0.01	149,600.00	CY \$1,496.00	134,000.00	CY \$1,340.00	134,000.00	CY \$1,340.00
14	FILTER TOPSOIL BORROW (CV) (P)	\$19.00	2,000.00	CY \$38,000.00	546.00	CY \$10,374.00	546.00	CY \$10,374.00
15	CLAY LINER (CV) (P)	\$23.00	7,700.00	CY \$177,100.00	7,700.00	CY \$177,100.00	7,700.00	CY \$177,100.00
16	REMOVE GROUTED RIP RAP	\$16.00	300.00	CY \$4,800.00	525.00	CY \$8,400.00	525.00	CY \$8,400.00
17	REMOVE STORM SEWER PIPE	\$15.00	285.00	LF \$4,275.00	431.00	LF \$6,465.00	431.00	LF \$6,465.00
18	REMOVE CATCH BASIN OR MANHOLE	\$435.00	5.00	EA \$2,175.00	5.00	EA \$2,175.00	5.00	EA \$2,175.00
19	CONNECT EXISTING 24" PIPE TO NEW STRUCTURE	\$2,255.00	1.00	EA \$2,255.00	1.00	EA \$2,255.00	1.00	EA \$2,255.00
20	CONNECT EXISTING 72" PIPE TO NEW STRUCTURE	\$3,700.00	1.00	EA \$3,700.00	1.00	EA \$3,700.00	1.00	EA \$3,700.00
21	5' DIA STORM SEWER CBMH, INCL CONCRETE STOOL AND R-4342	\$800.00	5.20	LF \$4,160.00	5.20	LF \$4,160.00	5.20	LF \$4,160.00
22	5' DIA OUTLET STRUCTURE INCL WEIR WALL	\$11,000.00	1.00	EA \$11,000.00	1.00	EA \$11,000.00	1.00	EA \$11,000.00
23	5' DIA OUTLET STRUCTURE	\$9,000.00	1.00	EA \$9,000.00	1.00	EA \$9,000.00	1.00	EA \$9,000.00
24	8' DIA STORM SEWER MH, R-1642 CSTG AND HDPE ADJ RINGS	\$1,200.00	11.60	LF \$13,920.00	17.25	LF \$20,700.00	17.25	LF \$20,700.00
25	12" RCP FLARED END SECTION WITH TRASH GUARD	\$1,450.00	1.00	EA \$1,450.00	1.00	EA \$1,450.00	1.00	EA \$1,450.00
26	30" RCP FLARED END SECTION WITH TRASH GUARD	\$3,065.00	1.00	EA \$3,065.00	1.00	EA \$3,065.00	1.00	EA \$3,065.00
27	36" ARCH RCP FLARED END SECTION WITH TRASH GUARD	\$4,220.00	1.00	EA \$4,220.00	1.00	EA \$4,220.00	1.00	EA \$4,220.00
28	48" RCP FLARED END SECTION WITH TRASH GUARD	\$6,000.00	1.00	EA \$6,000.00	1.00	EA \$6,000.00	1.00	EA \$6,000.00
29	72" RCP FLARED END SECTION WITH TRASH GUARD	\$10,500.00	1.00	EA \$10,500.00	1.00	EA \$10,500.00	1.00	EA \$10,500.00
30	12" RCP STORM SEWER PIPE, CLASS 5	\$65.00	40.00	LF \$2,600.00	40.00	LF \$2,600.00	40.00	LF \$2,600.00
31	30" RCP STORM SEWER PIPE, CLASS 3	\$120.00	75.00	LF \$9,000.00	75.00	LF \$9,000.00	75.00	LF \$9,000.00
32	36" ARCH RCP STORM SEWER PIPE, CLASS IIA	\$160.00	30.00	LF \$4,800.00	30.00	LF \$4,800.00	30.00	LF \$4,800.00
33	48" RCP STORM SEWER PIPE, CLASS 2	\$245.00	75.00	LF \$18,375.00	75.00	LF \$18,375.00	75.00	LF \$18,375.00
34	72" RCP STORM SEWER PIPE, CLASS 2	\$515.00	40.00	LF \$20,600.00	40.00	LF \$20,600.00	40.00	LF \$20,600.00
35	30" x 48" RCP REDUCER	\$2,885.00	1.00	EA \$2,885.00	1.00	EA \$2,885.00	1.00	EA \$2,885.00
36	30" CHECK VALVE	\$11,250.00	1.00	EA \$11,250.00	1.00	EA \$11,250.00	1.00	EA \$11,250.00
37	POURED-IN-PLACE CONCRETE SEEPAGE COLLAR, 30" RCP	\$1,250.00	1.00	EA \$1,250.00	1.00	EA \$1,250.00	1.00	EA \$1,250.00
38	POURED-IN-PLACE CONCRETE SEEPAGE COLLAR, 48" RCP	\$1,500.00	1.00	EA \$1,500.00	1.00	EA \$1,500.00	1.00	EA \$1,500.00
39	RANDOM RIP RAP CLASS III	\$90.00	110.00	CY \$9,900.00	110.00	CY \$9,900.00	110.00	CY \$9,900.00
40	RANDOM RIP RAP CLASS IV	\$90.00	220.00	CY \$19,800.00	220.00	CY \$19,800.00	220.00	CY \$19,800.00
41	GROUTED RIP RAP CLASS III	\$225.00	30.00	CY \$6,750.00	30.00	CY \$6,750.00	30.00	CY \$6,750.00
42	REMOVE WATERMAIN	\$8.00	860.00	LF \$6,880.00	1,226.00	LF \$9,808.00	1,226.00	LF \$9,808.00
43	REMOVE GATE VALVE AND BOX	\$350.00	1.00	EA \$350.00	1.00	EA \$350.00	1.00	EA \$350.00
44	CONNECT TO EXISTING 6" WATERMAIN	\$1,500.00	1.00	EA \$1,500.00	1.00	EA \$1,500.00	1.00	EA \$1,500.00
45	CONNECT TO EXISTING 8" WATERMAIN	\$1,800.00	1.00	EA \$1,800.00	1.00	EA \$1,800.00	1.00	EA \$1,800.00

Pay Request No.:

TG-P14 POND IMPROVEMENTS

6 & FINAL



CITY OF COTTAGE GROVE
BMI PROJECT NO. 0N1.124752
WORK COMPLETED THROUGH MAY 23, 2025

ITEM NO.	ITEM	UNIT PRICE	AS BID			PREVIOUS ESTIMATE			COMPLETED TO DATE		
			ESTIMATED QUANTITY		ESTIMATED AMOUNT	ESTIMATED QUANTITY		ESTIMATED AMOUNT	ESTIMATED QUANTITY		ESTIMATED AMOUNT
46	CONNECT TO EXISTING 20" WATERMAIN	\$5,000.00	2.00	EA	\$10,000.00	2.00	EA	\$10,000.00	2.00	EA	\$10,000.00
47	20" WATER MAIN DUCTILE IRON CL 51, INCL POLY WRAP	\$130.00	1,060.00	LF	\$137,800.00	1,015.00	LF	\$131,950.00	1,015.00	LF	\$131,950.00
48	8" GATE VALVE & BOX	\$2,600.00	1.00	EA	\$2,600.00	1.00	EA	\$2,600.00	1.00	EA	\$2,600.00
49	20" BUTTERFLY VALVE & BOX	\$9,850.00	2.00	EA	\$19,700.00	2.00	EA	\$19,700.00	2.00	EA	\$19,700.00
50	VALVE BOX EXTENSION	\$185.00	11.00	LF	\$2,035.00	11.00	LF	\$2,035.00	11.00	LF	\$2,035.00
51	VALVE NUT EXTENSION	\$185.00	11.00	LF	\$2,035.00	11.00	LF	\$2,035.00	11.00	LF	\$2,035.00
52	DIP FITTINGS	\$12.00	4,000.00	LB	\$48,000.00	4,113.00	LB	\$49,356.00	4,113.00	LB	\$49,356.00
53	ADJUST MANHOLE CASTING	\$850.00	2.00	EA	\$1,700.00	2.60	EA	\$2,210.00	2.60	EA	\$2,210.00
54	FURNISH AND INSTALL 4' BARREL SECTION (48" DIA)	\$1,250.00	1.00	EA	\$1,250.00	1.00	EA	\$1,250.00	1.00	EA	\$1,250.00
55	EXCAVATION - ROCK (TRENCH)	\$155.00	30.00	CY	\$4,650.00	0.00	CY	\$0.00	0.00	CY	\$0.00
56	CONIFEROUS TREE 6' HT B&B	\$490.00	64.00	EA	\$31,360.00	0.00	EA	\$0.00	64.00	EA	\$31,360.00
57	SEEDING (MNDOT SEED MIXTURE 21-111)	\$0.60	1,950.00	LB	\$1,170.00	1,950.00	LB	\$1,170.00	1,950.00	LB	\$1,170.00
58	SEEDING (MNDOT SEED MIXTURE 33-261)	\$33.00	42.00	LB	\$1,386.00	42.00	LB	\$1,386.00	42.00	LB	\$1,386.00
59	SEEDING (MNDOT SEED MIXTURE 35-241)	\$21.00	145.00	LB	\$3,045.00	145.00	LB	\$3,045.00	145.00	LB	\$3,045.00
60	TURF REINFORCEMENT MAT CATEGORY 1, INCL FERTILIZER	\$5.00	360.00	SY	\$1,800.00	360.00	SY	\$1,800.00	360.00	SY	\$1,800.00
61	MULCH MATERIAL TYPE 1, INCL FERTILIZER AND DISK ANCHORIN	\$825.00	19.50	AC	\$16,087.50	19.50	AC	\$16,087.50	19.50	AC	\$16,087.50
62	HYDRAULIC MATRIC TYPE MULCH, INCL FERTILIZER	\$2,500.00	4.10	AC	\$10,250.00	4.10	AC	\$10,250.00	4.10	AC	\$10,250.00
	TOTAL BASE BID:					\$1,222,843.50	\$1,107,346.50			\$1,142,471.50	

CITY OF COTTAGE GROVE
CITY COUNCIL
RESOLUTION NO. 2025-086

**RESOLUTION APPROVING THE FINAL PAYMENT IN THE
AMOUNT OF \$90,492.33 TO NORTHERN LINES CONTRACTING
FOR THE TG-14 POND IMPROVEMENT PROJECT**

WHEREAS, the City Public Works Director has certified that work has been satisfactorily completed; and

WHEREAS, the original total contract amount was \$1,222,843.50. The final construction cost was \$1,142,471.50, which is \$80,372.00 less than the contract amount. The reduced costs were due to underruns in estimated rock excavation, topsoil borrow and other minor quantity discrepancies; and

WHEREAS, the project has been satisfactorily completed in accordance with the contract plans and specifications.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, that \$90,492.33 is paid to Northern Lines Contracting for the final payment for the TG-14 Pond Improvements Project.

Passed this 18th day of June 2025.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-921-091-808
Submitted Date and Time:	29-May-2025 12:43:05 PM
Legal Name:	PAUTZ CONSTRUCTION SERVICES INC
Federal Employer ID:	41-1940563
User Who Submitted:	pautzconstruction
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	176238592
Minnesota ID:	4325500
Project Owner:	CITY OF COTTAGE GROVE
Project Number:	124752
Project Begin Date:	10-Feb-2022
Project End Date:	10-Feb-2022
Project Location:	COTTAGE GROVE, MN
Project Amount:	\$9,072.00
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

Please [print this page](#) for your records using the print or save functionality built into your browser.

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Dated: May 28, 2025

The undersigned hereby acknowledges receipt of the sum of **\$9,072.00** from Northern Lines Contracting, Inc.

Check only one:

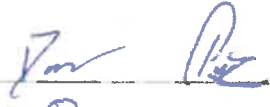
1. _____ as partial payment for labor, skill and material furnished.
2. _____ as payment for all labor, skill and material furnished or to be furnished (except the sum of \$_____ retainage or holdback)
3. X as full and final payment for all labor, skill and material furnished to the following described real property: (legal description, street address or project name)

NLC Job# 22-101 - TG-P14 Pond Improvements, Cottage Grove MN

And for value received, hereby waives all rights acquired by the undersigned to file or record mechanic's lien against said real property for labor, skill or material furnished to said property (only for the amount paid if Line 1 is checked, and except for the retainage shown if Line 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

Note: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.

All About Erosion Control

By: 
Title: Owner
Address: 20855 Mushtown Rd
Prior Lake, MN 55372

Return Lien Waiver to:

Northern Lines Contracting Inc.
11039 Lamont Ave NE
Hanover, MN 55341
diana@nl-contracting.com



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-956-481-248
Submitted Date and Time:	30-May-2025 8:44:24 AM
Legal Name:	J & R LARSON GROUNDS MAINTENANCE LL
Federal Employer ID:	04-3648185
User Who Submitted:	JRLGROUNDS
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	736702464
Minnesota ID:	5930620
Project Owner:	CITY OF COTTAGE GROVE
Project Number:	22-101
Project Begin Date:	22-Jul-2022
Project End Date:	25-Jul-2022
Project Location:	TG-P14 POND IMPROVEMENTS-COTTAGE GROVE
Project Amount:	\$30,586.70
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

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Please [print this page](#) for your records using the print or save functionality built into your browser.

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Dated: May 28, 2025

The undersigned hereby acknowledges receipt of the sum of **\$30,586.70** from Northern Lines Contracting, Inc.

Check only one:

1. _____ as partial payment for labor, skill and material furnished.
2. _____ as payment for all labor, skill and material furnished or to be furnished (except the sum of \$_____ retainage or holdback)
3. X as full and **final payment** for all labor, skill and material furnished to the following described real property: (legal description, street address or project name)

NLC Job# 22-101 - TG-P14 Pond Improvements, Cottage Grove MN

And for value received, hereby waives all rights acquired by the undersigned to file or record mechanic's lien against said real property for labor, skill or material furnished to said property (only for the amount paid if Line 1 is checked, and except for the retainage shown if Line 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

Note: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.

J & R Larson Grounds Maintenance

By: 

Title: President

Address: 24924 Larson Ln
Lakeville, MN 55044

Return Lien Waiver to:

Northern Lines Contracting Inc.
11039 Lamont Ave NE
Hanover, MN 55341
diana@nl-contracting.com



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	2-076-131-040
Submitted Date and Time:	2-Jun-2025 1:52:39 PM
Legal Name:	MARGOLIS CO
Federal Employer ID:	41-0662175
User Who Submitted:	MargoTax
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1007562752
Minnesota ID:	8259877
Project Owner:	CITY OF COTTAGE GROVE
Project Number:	124752
Project Begin Date:	22-Mar-2022
Project End Date:	28-May-2025
Project Location:	R364+J8R COTTAGE GROVE MN 55016
Project Amount:	\$33,424.00
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

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Please [print this page](#) for your records using the print or save functionality built into your browser.

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Dated: March 26, 2024

The undersigned hereby acknowledges receipt of the sum of **\$31,752.80** from Northern Lines Contracting, Inc. Invoice Number(s): **Pay Est #1** Check Number: **53205**

Check only one:

1. as partial payment for labor, skill and material furnished.
2. X as payment for all labor, skill and material furnished or to be furnished (except the sum of **\$1,671.20** retainage or holdback)
3. as full and final payment for all labor, skill and material furnished to the following described real property: (legal description, street address or project name)

22-101 – TG P14 Pond, Cottage Grove

And for value received, hereby waives all rights acquired by the undersigned to file or record mechanic's lien against said real property for labor, skill or material furnished to said property (only for the amount paid if Line 1 is checked, and except for the retainage shown if Line 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

Note: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.

Return Lien Waiver to:

Northern Lines Contracting Inc.
11039 Lamont Ave NE
Hanover, MN 55341
diana@nl-contracting.com

Margolis Company

By: 

Title: Purchaser

Address: 295th W. HAZEN AVE

ROBEVILLE, MN 55113



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-899-399-392
Submitted Date and Time:	2-Jun-2025 3:48:45 PM
Legal Name:	NORTHERN LINES CONTRACTING LLC
Federal Employer ID:	45-3967225
User Who Submitted:	DEnright3
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	960376832
Minnesota ID:	2334880
Project Owner:	CITY OF COTTAGE GROVE
Project Number:	124752
Project Begin Date:	05-Feb-2022
Project End Date:	23-May-2025
Project Location:	COTTAGE GROVE, MN
Project Amount:	\$1,142,471.50

Subcontractor Summary

Name	ID	Affidavit Number
ALL ABOUT EROSION CONTROL	4325500	176238592
J & R LARSON GROUNDS MAINTENANCE LLC	5930620	736702464
MARGOLIS COMPANY	8259877	1007562752
PRECISION LANDSCAPE & TREE INC	4386854	1867329536

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

Please [print this page](#) for your records using the print or save functionality built into your browser.



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-570-506-976
Submitted Date and Time:	28-May-2025 5:06:46 PM
Legal Name:	PRECISION LANDSCAPE & TREE INC
Federal Employer ID:	41-1440499
User Who Submitted:	4386854
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1867329536
Minnesota ID:	4386854
Project Owner:	CITY OF COTTAGE GROVE
Project Number:	124752
Project Begin Date:	01-Feb-2022
Project End Date:	17-Mar-2022
Project Location:	COTTAGE GROVE
Project Amount:	\$71,176.00
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

Please [print this page](#) for your records using the print or save functionality built into your browser.

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Dated: May 28, 2025

The undersigned hereby acknowledges receipt of the sum of \$71,176.00 from Northern Lines Contracting, Inc.

Check only one:

1. _____ as partial payment for labor, skill and material furnished.
2. _____ as payment for all labor, skill and material furnished or to be furnished (except the sum of \$_____ retainage or holdback)
3. X as full and final payment for all labor, skill and material furnished to the following described real property: (legal description, street address or project name)

NLC Job# 22-101 - TG-P14 Pond Improvements, Cottage Grove MN

And for value received, hereby waives all rights acquired by the undersigned to file or record mechanic's lien against said real property for labor, skill or material furnished to said property (only for the amount paid if Line 1 is checked, and except for the retainage shown if Line 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

Note: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.

Precision Landscape and Tree Inc.

By: *Sandra Chaney*

Title: Admin

Address: 50 S. Owasso Blvd E
Little Canada MN
55117

Return Lien Waiver to:

Northern Lines Contracting Inc.
11039 Lamont Ave NE
Hanover, MN 55341
diana@nl-contracting.com



City Council Action Request

7.N.

Meeting Date	6/18/2025								
Department	Public Works								
Agenda Category	Action Item								
Title	Intermediate Zone Water Treatment Plant Testing Services Proposal Award								
Staff Recommendation	Adopt Resolution 2025-085 accepting Braun Intertec’s proposal to provide testing services for the Intermediate Zone Water Treatment Plant Project for the total amount of \$269,498.00.								
Budget Implication	\$269,498.00 – 3M Settlement Funds.								
Attachments	<table><tr><td>1.</td><td>1_Proposal Letter 060625</td></tr><tr><td>2.</td><td>2_IZWTP Testing Services Proposal Acceptance Resolution_2025-6-18</td></tr><tr><td>3.</td><td>3_Braun Construction Testing Proposal 052925</td></tr><tr><td>4.</td><td>4_AET Construction Testing Proposal 052925</td></tr></table>	1.	1_Proposal Letter 060625	2.	2_IZWTP Testing Services Proposal Acceptance Resolution_2025-6-18	3.	3_Braun Construction Testing Proposal 052925	4.	4_AET Construction Testing Proposal 052925
1.	1_Proposal Letter 060625								
2.	2_IZWTP Testing Services Proposal Acceptance Resolution_2025-6-18								
3.	3_Braun Construction Testing Proposal 052925								
4.	4_AET Construction Testing Proposal 052925								



Stantec Consulting Services Inc.
2080 Wooddale Drive Suite 100, Woodbury, MN 55125

June 6, 2025

Ryan Burfeind
City of Cottage Grove
8635 W Point Douglas Rd S
Cottage Grove, MN 55016

Re: Intermediate Zone Water Treatment Plant
Stantec Project No. 193805302
Construction Testing Service Proposal

Dear Ryan:

Two proposals for construction testing services were received on May 29, 2025 for the Intermediate Zone Water Treatment Plant (IZWTP). Transmitted herewith is a copy of the proposals for your information and file.

The following summarizes the Proposals received:

<u>Company</u>	<u>Estimated Cost</u>
Braun Intertec	\$269,498.00
American Engineering Testing, Inc. (AET)	\$533,387.00

The number of staff hours estimated is significantly higher for AET (2750 hrs) than Braun (1615 hrs). On average Brauns testing costs for nuclear density tests (\$30/test vs \$44/test) and compressive strength tests (\$40/test vs \$44/test) are lower than AET. Brauns staff average hourly rates (approximately \$167/hr vs \$190/hr) are lower than AET.

We had estimated that the construction testing proposal for the IZWTP would be about twice the amount it was for the LZWTP (approximately \$300K). Based on the two proposals received, we recommend **Braun Intertec** complete the construction testing services for the IZWTP for an estimated cost of **\$269,498.00**.

Should you have any questions, please feel free to contact me at (651) 248-7079.

Sincerely,

STANTEC CONSULTING SERVICES INC.

Dave Sanocki, P.E.

Enclosure

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2025-085

**RESOLUTION ACCEPTING THE PROPOSAL FOR TESTING SERVICES
FOR THE INTERMEDIATE ZONE WATER TREATMENT PLANT PROJECT
FROM BRAUN INTERTEC
IN THE TOTAL AMOUNT OF \$269,498.00**

WHEREAS, proposals for professional services were requested to provide testing services for the Intermediate Zone Water Treatment Plant Project; and

WHEREAS, two firms submitted proposals; and

WHEREAS, it appears that Braun Intertec provided the lowest proposal; and

WHEREAS, it is the recommendation of the Public Works Director that Braun Intertec's proposal be accepted in the total amount of \$269,498.00.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, that Braun Intertec's proposal to provide testing services for the Intermediate Zone Water Treatment Plant Project be accepted in the total amount of \$269,498.00.

Passed this 18th day of June, 2025.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

May 29, 2025

Proposal QTB216516

City of Cottage Grove
c/o Dave Sanocki, PE
Stantec
2080 Wooddale Drive, Suite 100
Woodbury, MN 55125

Re: Proposal for Construction Materials Testing Services
Intermediate Zone Water Treatment Plant
Stantec Project No. 193805302
8560 81st Street South
Cottage Grove, Minnesota

Dear Mr. Sanocki:

Braun Intertec Corporation is pleased to submit this proposal to provide construction materials testing services for the Intermediate Zone Water Treatment Plant project in Cottage Grove, Minnesota.

We have completed the Geotechnical Evaluation Report (B2401132), so we have a unique understanding of the site and construction challenges. We can aid the construction team by applying this experience and transferring our knowledge developed during the design phase which will provide professional continuity to the construction. Our work on the project to date gives us familiarity with the project team and design development which allows us to understand some of the considerations used when developing the projects design.

Our Understanding of the Project

We understand this project will include the construction of a new water treatment facility with associated exterior improvements. The structure is made of cast-in-place concrete foundation mat slab with cast in place concrete foundation walls. The above grade supporting structure will be made of cast in place concrete, some structural masonry, and precast concrete members with some structural steel framing. Exterior improvements include new bituminous pavements, concrete curbs and flatwork, as well as numerous utilities to connect the new facility to the local infrastructure.

Available Information

This proposal was prepared using the following documents and information.

- Project plans and specifications prepared by Stantec, dated March 28, 2025.
- Project Addendum numbered 1 through 4, dated through May 16, 2025.
- A geotechnical report Geotechnical Evaluation Report (B2401132) prepared by Braun Intertec, dated March 27, 2024.

- Concrete Quantity and Testing tabulation provided by Stantec via email as a PDF.

Project Approach and Staff Qualifications

Construction Materials Testing

Qualified technicians working under the direction of a professional engineer will provide the services. Experience and certification information is available upon request once we are provided with schedule information. Concrete technicians assigned to the project are ACI Concrete Field Testing Technician – Grade I certified to conduct the required concrete testing. Soil technicians are certified to use a nuclear gauge for soil density testing, so test results can be determined on site and evaluated once the required laboratory testing is completed. Field test results will be verbally reported daily to the general contractor on site, with written field and laboratory reports distributed shortly after.

Scope of Services

Services are performed under the direction of a licensed professional engineer, either on a full-time or periodic basis, depending on the construction schedule and when they are requested by the general contractor. After reviewing available information, we understand our scope of services for the project will be limited to the tasks defined below.

Soil Related Services

- Observe and evaluate the soils exposed in excavations to determine if the soils are similar to those encountered with the geotechnical evaluation and suitable for support of fill, foundations or pavements. Our engineer can provide consultation for conditions that appear to differ from the geotechnical evaluation.
- Perform laboratory mechanical analyses (gradations) of prospective fill materials.
- Perform laboratory Proctor tests to determine the maximum Proctor dry densities and optimum moisture contents of prospective fill materials.
- Test compacted fill placed below building footprints and oversizing areas, below slabs and/or pavements, adjacent to walls, and in utility trenches, to determine if the relative compaction was achieved.
- Engineering oversight and review of the services provided.

Concrete Related Services

- Sample and test the plastic concrete for slump, air content, temperature and prepare test cylinders for laboratory compressive strength testing with ACI level 1 field technicians. We will perform concrete testing on structural items as required by the IBC. Though not required by the IBC we have included testing for the interior slab on grade, exterior sidewalks, curb and gutter, and pavement, as requested.
- Perform laboratory compressive strength testing of the concrete samples.

Paving Related Services

- Sample and test bituminous pavement materials for compliance with the project documents. This task includes Rice specific gravity, Gyratory density, fine aggregate angularity, percent crushed, asphalt content and extracted aggregate gradation tests of the bituminous.
- Measure the in-place density of the fresh bituminous with a nuclear density gauge to observe and document the contractor's roll pattern.

Engineering Consulting and Project Communication and Reporting Services

- Management, including scheduling of our field personnel and communication with the contractor, owner, building official, and design team.
- Transmit results to the project team on weekly basis to the contractor, owner, building official, fabricators and design team.

Basis of Scope of Work

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- Assumptions regarding the number of trips for special inspections and testing are outlined in the attached cost estimate table. As the contractor's schedule becomes available and designs are finalized, please review this proposed scope of work to determine if the project's needs and budget will be met.
- We understand special inspection of the reinforcement and post-installed items associated with structural concrete will be performed by Stantec personnel, not Braun Intertec. Braun Intertec has provided a few trips for each scope if special inspections are requested.
- We understand that concrete testing of every concrete truck is requested but concrete strength cylinders will be cast at project specified rates.
- No special site specific training or gear is required to complete our scope of services.
- Parking will be available on site for our vehicles.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

Cost

We will furnish the services described in this proposal for an estimated fee of **\$269,498**. A tabulation showing hourly and unit rates associated with our proposed scope of services is attached. To the extent possible, units and hours were reviewed with representatives of the contractor to determine if time frames are consistent with their expectations for completing the various activities. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 6:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal business hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the listed hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the listed hourly rate for the service provided. We have not included premiums for overtime in our cost estimate; however, we recommend that allowances and contingencies be made for overtime charges based on conversations with the contractor. You will be billed only for services provided on a time and materials basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you on a monthly basis.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. After reviewing this proposal, **please sign and return one copy to our office as notification of acceptance and authorization to proceed**. If anything in this proposal is not consistent with your requirements, please let us know immediately. Braun Intertec will not release any written reports until we have received a signed agreement. Also, ordering services from Braun Intertec constitutes acceptance of the terms of this proposal (including the attached General Conditions).

The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

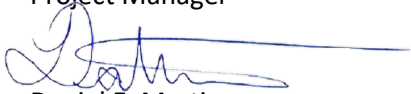
To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Jacob Collins at 612.418.8570 (jacollins@braunintertec.com) or Daniel Martin (dmartin@braunintertec.com).

Sincerely,

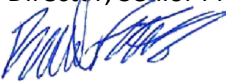
BRAUN INTERTEC CORPORATION



Jacob D. Collins
Project Manager



Daniel E. Martin
Director, Senior Project Manager



Richard J. Fritz, PE
Senior Engineer

Attachments:
Cost Estimate Table
General Conditions – (11/4/2024)

c: Mr. Ryan Burfeind, City of Cottage Grove

The proposal is accepted. We will reimburse you in accordance with this agreement, and you are authorized to proceed:

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Project Proposal

QTB216516

Intermediate Zone Water Treatment Plant

Client:	Work Site Address:	Service Description:
City of Cottage Grove Ryan Burfeind 8635 W Point Douglas Road Cottage Grove, MN 55016 (651) 458-2800	8560 81st Street S Cottage Grove, MN 55016	Construction Materials Testing Stantec Project No. 193805302

	Description	Quantity	Units	Unit Price	Extension
Phase 1	Construction Materials Testing				
Activity 1.1	Soils Testing				\$47,730.00
126	Project Engineer	10.00	Hour	186.00	\$1,860.00
206	Excavation Observations	45.00	Hour	116.00	\$5,220.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Building Foundation	15.00	Trips	3.00	45.00
207	Compaction Testing - Nuclear	240.00	Hour	98.00	\$23,520.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Foundation / Slab on Grade / Building	25.00	Trips	3.00	75.00
	Site Grading / Utilities	55.00	Trips	3.00	165.00
1308	Nuclear moisture-density meter charge, per hour	240.00	Each	30.00	\$7,200.00
209	Sample pick-up	10.00	Hour	98.00	\$980.00
1318	Moisture Density Relationship (Standard), per sample	10.00	Each	208.00	\$2,080.00
1162	Sieve Analysis with No. 200 wash (ASTM C136 and C117)	10.00	Each	162.00	\$1,620.00
1861	CMT Trip Charge	105.00	Each	50.00	\$5,250.00
Activity 1.2	Concrete Testing				\$174,534.00
261	Concrete Testing	989.00	Hour	98.00	\$96,922.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Lower Level Slabs	52.00	Trips	5.00	260.00
	Lower Level Walls	74.00	Trips	4.00	296.00
	Main Level Slabs	66.00	Trips	5.00	330.00
	Upper Level Walls	20.00	Trips	3.00	60.00
	Upper Level Slabs	4.00	Trips	4.50	18.00
	Exterior Concrete (Curb/Flatwork/Etc.)	10.00	Trips	2.50	25.00
1364	Compressive strength of concrete cylinders (ASTM C 39), each	1,495.00	Each	40.00	\$59,800.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Lower Level Slabs	78.00	Sets	5.00	390.00
	Lower Level Walls	110.00	Sets	5.00	550.00
	Main Level Slabs	77.00	Sets	5.00	385.00
	Upper Level Walls	22.00	Sets	5.00	110.00
	Upper Level Slabs	6.00	Sets	5.00	30.00
	Exterior Concrete (Curb/Flatwork/Etc.)	10.00	Sets	3.00	30.00
278	Concrete Cylinder Pick up	44.00	Hour	98.00	\$4,312.00
1861	CMT Trip Charge	270.00	Each	50.00	\$13,500.00
Activity 1.3	Pavement Testing				\$7,578.00
207	Compaction Testing - Nuclear	18.00	Hour	98.00	\$1,764.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Roll Pattern Establishment	6.00	Trips	3.00	18.00
1308	Nuclear moisture-density meter charge, per hour	18.00	Each	30.00	\$540.00
209	Sample pick-up	3.00	Hour	98.00	\$294.00
2689	MnDOT Asphalt Verification, per sample	6.00	Each	780.00	\$4,680.00



The Science You Build On.

Project Proposal

QTB216516

Intermediate Zone Water Treatment Plant

1861	CMT Trip Charge	6.00	Each	50.00	\$300.00
Activity 1.4	Project Management				\$39,656.00
138	Project Assistant	82.00	Hour	98.00	\$8,036.00
226	Project Manager	164.00	Hour	180.00	\$29,520.00
228	Senior Project Manager	10.00	Hour	210.00	\$2,100.00
Phase 1 Total:					\$269,498.00

Proposal Total:	\$269,498.00
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SECTION 1: AGREEMENT

1.1 Agreement. This agreement consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between Consultant and Client and supersedes all prior negotiations, representations or agreements, either written or oral.

1.2 Parties to the Agreement. The parties to this Agreement are the Braun Intertec entity ("Consultant") and the client ("Client") as described in the accompanying written proposal or authorization. Consultant and Client may be individually referred to as a Party or collectively as the Parties.

SECTION 2: SCOPE OF SERVICES

2.1 Services. Consultant will provide services ("Services") in connection with the project ("Project") which are specifically described in this Agreement. Client understands and agrees that Consultant's Services are limited to those which are expressly set forth in this Agreement.

2.2 Additional Services. Any Services not specifically set forth in the Agreement constitute "Additional Services." Additional Services must be agreed upon in writing by the Parties prior to performance of the Additional Services and may entitle Consultant to additional compensation and schedule adjustments. Additional compensation will be based upon Consultant's then current rates and fees.

SECTION 3: PERFORMANCE OF SERVICES

3.1 Standard of Care. Consultant will perform its professional Services consistent with the degree of care and skill exercised by members of Consultant's profession performing under similar circumstances at the same time and in the same locality in which the professional Services are performed. CONSULTANT DISCLAIMS ALL STATUTORY, ORAL, WRITTEN, EXPRESS, AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR PERFORMANCE OF SERVICES IN A GOOD AND WORKMANLIKE MANNER.

3.2 Written Reports and Findings. Unless otherwise agreed in writing, Consultant's findings, opinions, and recommendations will be provided to Client in writing and may be delivered via electronic format. Client agrees not to rely on oral findings, opinions, or recommendations.

3.3 Observation or Sampling Locations. Locations of field observations or sampling described in Consultant's report or shown on Consultant's sketches reference Project plans or information provided by others or estimates made by Consultant's personnel. Consultant will not survey, set, or check the accuracy of those points unless Consultant accepts that duty in writing. Client agrees that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. Client accepts the inherent risk that samples or observations may not be representative of items not sampled or seen and further that site conditions may vary over distance or change over time.

3.4 Project Site Information. Client will provide Consultant with prior environmental, geotechnical and other reports, specifications, plans, and information to which Client has access about the Project site and which are necessary for Consultant to carry out Consultant's Services. Client agrees to provide Consultant with all plans, changes in plans, and new information as to Project site conditions until Consultant has completed its Services.

3.5 Subsurface Objects. To the extent required to carry out Consultant's Services, Client agrees to provide Consultant, in a timely manner, with information that Client has regarding buried objects at the Project site. Consultant will not be responsible for locating buried objects or utilities at the Project site unless expressly set forth in this Agreement, or expressly required by applicable law. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects or utilities that were not properly marked or identified or of which Client had or should have had knowledge but did not timely notify Consultant or correctly identify on the plans Client or others furnished to Consultant. Consultant, from time to time, may hire a third party to locate underground objects or utilities and, unless otherwise expressly stated in this Agreement, such action shall be for the sole benefit of Consultant and in no way will alleviate Client of its responsibilities hereunder.

3.6 Hazardous Materials. Client will notify Consultant of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any Project site or in any sample or material provided to Consultant. Client agrees to provide Consultant with information in Client's possession or control relating to such samples or materials. If Consultant observes or suspects the presence of contaminants not anticipated in this Agreement, Consultant may terminate Services without liability to Client or to others, and Client will compensate Consultant for fees earned and expenses incurred up to the time of termination.

3.7 Supervision of Others. Consultant shall have no obligation to supervise or direct Client's representatives, contractors, or other third parties retained by Client. Consultant has no authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Client, Client's representatives, contractors, or other third parties retained by Client.

3.8 Safety. Consultant will provide a health and safety program for its employees as well as reasonable personal protective equipment ("PPE") typical for the performance of the Services provided by this Agreement and as required by law. Consultant shall be entitled to compensation for all extraordinary PPE required by Client. Client will provide, at no cost to

Consultant, appropriate Project site safety measures which are necessary for Consultant to perform its Services at the Project location or work areas in connection with the Project. Consultant's employees are expressly authorized by Client to refuse to work under conditions that may, in an employee's sole discretion, be unsafe. Consultant shall have no authority over or be responsible for the safety precautions and programs, or for security, at the Project site (except with respect to Consultant's own Services and those of its subconsultants).

3.9 Project Site Access and Damage. Client will provide or ensure access to the site. In the performance of Services some Project site damage is normal even when due care is exercised. Consultant will use reasonable care to minimize damage to the Project site. Unless otherwise expressly stated in this Agreement, the cost of restoration for such damage has not been included in the estimated fees and will be the responsibility of the Client.

3.10 Monitoring Wells. To the extent applicable to the Services, monitoring wells are Client's property, and Client is responsible for monitoring well permitting, maintenance, and abandonment unless otherwise expressly set forth in this Agreement.

3.11 Contaminant Disclosures Required by Law. Client agrees to make all disclosures related to the discovery or release of contaminants that are required by law. In the event Client does not own the Project site, Client acknowledges that it is Client's duty to inform the owner of the Project site of the discovery or release of contaminants at the site. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, penalties, or losses and expenses, including attorney fees, related to Client's failure to make any disclosure required by law or for failing to make the necessary disclosure to the owner of the Project site.

SECTION 4: SCHEDULE

4.1 Schedule. Consultant shall complete its obligations within a reasonable time and shall make decisions and carry out its responsibilities in a manner consistent with the Standard of Care. Specific periods of time for rendering Services or specific dates by which Services are to be completed are provided in this Agreement. If Consultant is delayed in the performance of the Services by actions, inactions, or neglect of Client or others for whom Client is responsible, by changes ordered in the Services, or by other causes beyond the control of Consultant, including force majeure events, then the time for Consultant's performance of Services shall be extended and Consultant shall receive payment for all expenses attributable to the delay in accordance with Consultant's then current rates and fees.

4.2 Scheduling On-Site Observations or Services. To the extent Consultant's Services require observations, inspections, or testing be performed at the Project site, Client understands and agrees that Client, directly or indirectly through its authorized representative, has the sole right and responsibility to determine and communicate to Consultant the scheduling of observations, inspections, and testing performed by Consultant. Accordingly, Client also acknowledges that Consultant bears no responsibility for damages that may result because Consultant did not perform such observations, inspections, or testing that Client failed to request and schedule. Client understands that the scheduling of observations, inspections, or testing will dictate the time Consultant's field personnel spend on the job site and agrees to pay for all services provided by Consultant due to Client's scheduling demands in accordance with Consultant's then current rates and fees.

SECTION 5: COST AND PAYMENT OF SERVICES

5.1 Cost Estimates. Consultant's price or fees provided for in this Agreement are an estimate and are not a fixed amount unless otherwise expressly stated in this Agreement. Consultant's estimated fees are based upon Consultant's experience, knowledge, and professional judgment as well as information available to Consultant at the time of this Agreement. Actual costs may vary and are not guaranteed or warranted.

5.2 Payment. Consultant will invoice Client on a monthly basis for Services performed. Client will pay for Services as stated in this Agreement together with costs for Additional Services or costs otherwise agreed to in writing within thirty (30) days of the invoice date. Unless otherwise stated in this Agreement or agreed to in writing, Consultant's costs for all services performed will be based upon Consultant's then current rates, fees, and charges. No retainage shall be withheld by Client. All unpaid invoices will incur an interest charge of 1.5% per month or the maximum allowed by law.

5.3 Other Payment Conditions. Consultant will require Client credit approval and Consultant may require payment of a retainer fee. Client agrees to pay all applicable taxes. Client's obligation to pay for Services under this Agreement is not contingent on Client's ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, Client's successful completion of any project, receipt of payment from a third party, or any other event.

5.4 Third Party Payment. Provided Consultant has agreed in writing, Client may request Consultant to invoice and receive payment from a third party for Consultant's Services. Consultant, in its sole discretion, may also require the third party to provide written acceptance of all terms of this Agreement. Neither payment to Consultant by a third party nor a third party's written acceptance of all terms of this Agreement will alter Client's rights and responsibilities under this Agreement. Client expressly agrees that the Agreement contains sufficient consideration notwithstanding Consultant being paid by a third party.

5.5 Non-Payment. If Client does not pay for Services in full as agreed, Consultant may retain work not yet delivered to Client and Client agrees to return all Project Data (as defined in this Agreement) that may be in Client's possession or under Client's control. If Client fails to pay Consultant in accordance with this Agreement, such nonpayment shall be considered a

default and breach of this Agreement for which Consultant may terminate for cause consistent with the terms of this Agreement and without liability to Client or to others. Client will compensate Consultant for fees earned and expenses incurred up to the time of termination. Client agrees to be liable to Consultant for all costs and expenses Consultant incurs in the collection of amounts invoiced but not paid, including but not limited to attorney fees and costs.

SECTION 6: OWNERSHIP AND USE OF DATA

6.1 Ownership. All reports, notes, calculations, documents, and all other data prepared by Consultant in the performance of the Services ("Project Data") are instruments of Consultant's Services and are the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto, of Project Data.

6.2 Use of Project Data. The Project Data of this Agreement is for the exclusive purpose disclosed by Client and, unless agreed to in writing, for the exclusive use of Client. Client may not use Project Data for a purpose for which the Project Data was not prepared without the express written consent of Consultant. Consultant will not be responsible for any claims, damages, or costs arising from the unauthorized use of any Project Data provided by Consultant under this Agreement. Client agrees to hold harmless, defend and indemnify Consultant from any and all claims, damages, losses, and expenses, including attorney fees, arising out of such unauthorized use.

6.3 Samples, Field Data, and Contaminated Equipment. Samples and field data remaining after tests are conducted, as well as field and laboratory equipment that cannot be adequately cleansed of contaminants, are and continue to be the property of Client. Samples may be discarded or returned to Client, at Consultant's discretion, unless within fifteen (15) days of the report date Client gives Consultant written direction to store or transfer the samples and materials. Samples and materials will be stored at Client's expense.

6.4 Data Provided by Client. Electronic data, reports, photographs, samples, and other materials provided by Client or others may be discarded or returned to Client, at Consultant's discretion, unless within 15 days of the report date Client gives Consultant written direction to store or transfer the materials at Client's expense.

SECTION 7: INSURANCE

7.1 Insurance. Consultant shall keep and maintain the following insurance coverages:

- a. Workers' Compensation: Statutory
- b. Employer's Liability: \$1,000,000 bodily injury, each accident | \$1,000,000 bodily injury by disease, each employee | \$1,000,000 bodily injury/disease, aggregate
- c. General Liability: \$1,000,000 per occurrence | \$2,000,000 aggregate
- d. Automobile Liability: \$1,000,000 combined single limit (bodily injury and property damage)
- e. Excess Umbrella Liability: \$5,000,000 per occurrence | \$5,000,000 aggregate
- f. Professional Liability: \$2,000,000 per claim | \$2,000,000 aggregate

7.2 Waiver of Subrogation. Client and Consultant waive all claims and rights of subrogation for losses arising out of causes of loss covered by the respective insurance policies.

7.3 Certificate of Insurance. Consultant shall furnish Client with a certificate of insurance upon request.

SECTION 8: INDEMNIFICATION, CONSEQUENTIAL DAMAGES, LIABILITY LIMITS

8.1 Indemnification. Consultant's only indemnification obligation shall be to indemnify and hold harmless the Client, its officers, directors, and employees from and against those damages and costs incurred by Client or that Client is legally obligated to pay as a result of third party tort claims, including for the death or bodily injury to any person or for the destruction or damage to any property, but only to the extent proven to be directly caused by the negligent act, error, or omission of the Consultant or anyone for whom the Consultant is legally responsible. This indemnification provision is subject to the Limitation of Liability set forth in this Section 8.

8.2 Intellectual Property. Client agrees to indemnify Consultant against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by Client or others on behalf of Client.

8.3 Mutual Waiver of Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREUNDER, NEITHER CONSULTANT NOR CLIENT SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, OR LOSS OF USE OR RENTAL, LOSS OF PROFIT, LOSS OF BUSINESS OPPORTUNITY, LOSS OF PROFIT OR REVENUE OR COST OF FINANCING, OR OTHER SUCH SIMILAR AND RELATED DAMAGE ASSERTED IN THIRD PARTY CLAIMS, OR CLAIMS BY EITHER PARTY AGAINST THE OTHER.

8.4 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY IN THE AGGREGATE OF CONSULTANT, CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED CONSULTANT'S PERFORMANCE OF THE SERVICES OR THIS AGREEMENT, FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS AND OMISSIONS,

STRICT LIABILITY, BREACH OF CONTRACT, INDEMNIFICATION OBLIGATIONS OR BREACH OF WARRANTY, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY CONSULTANT OR \$50,000, WHICHEVER IS GREATER.

SECTION 9: MISCELLANEOUS PROVISIONS

9.1 Services Prior to Agreement. Directing Consultant to commence Services prior to execution of this Agreement constitutes Client's acceptance of this unaltered Agreement in its entirety.

9.2 Confidentiality. To the extent Consultant receives Client information identified as confidential, Consultant will not disclose that information to third parties without Client consent. Additionally, any Project Data prepared in performance of the Services will remain confidential and Consultant will not release the reports to any third parties not involved in the Project. Neither of the aforesaid confidentiality obligations shall apply to any information in the public domain, information lawfully acquired from others on a nonconfidential basis, or information that Consultant is required by law to disclose.

9.3 Relationship of the Parties. Consultant will perform Services under this Agreement as an independent contractor, and its employees will at all times be under its sole discretion and control. No provision in this Agreement shall be deemed or construed to create a joint venture, partnership, agency or other such association between the Parties.

9.4 Resource Conservation and Recovery Act. To the extent applicable to the Services, neither this Agreement nor the providing of Services will operate to make Consultant an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation and Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from any claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.

9.5 Services in Connection with Legal Proceedings. Client agrees to compensate Consultant in accordance with its then current fees, rates, or charges if Consultant is asked or required to respond to legal process arising out of a proceeding related to the Project and as to which Consultant is not a party.

9.6 Assignment. This Agreement may not be assigned by Consultant or Client without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

9.7 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended, or will be construed, to confer upon or give any person or entity other than Consultant and Client, and their respective permitted successors and assigns, any rights, remedies, or obligations under or by reason of this Agreement.

9.8 Termination. This Agreement may be terminated by either Party for cause upon seven (7) days written notice to the other Party. Should the other Party fail to cure and perform in accordance with the terms of this Agreement within such seven-day period, the Agreement may terminate at the sole discretion of the Party that provided the written notice. The Client may terminate this Agreement for its convenience. If Client terminates for its convenience, then Consultant shall be compensated in accordance with the terms hereof for Services performed, reimbursable costs and expenses incurred prior to the termination, and reasonable costs incurred as a result of the termination.

9.9 Force Majeure. Neither Party shall be liable for damages or deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, including but not limited to acts of God, acts of civil or military authority, embargoes, pandemics, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes or lock-outs, declared states of emergency, and changes in laws, statutes, regulations, or ordinances.

9.10 Disputes, Choice of Law, Venue. In the event of a dispute and prior to exercising rights at law or under this Agreement, Consultant and Client agree to negotiate all disputes in good faith for a period of 30 days from the date of notice of such dispute. This Agreement will be governed by the laws and regulations of the state in which the Project is located and all disputes and claims shall be heard in the state or federal courts for that state. Client and Consultant each waive trial by jury.

9.11 Individual Liability. No officer or employee of Consultant, acting within the scope of employment, shall have individual liability for any acts or omissions, and Client agrees not to make a claim against any individual officers or employees of Consultant.

9.12 Severability. Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

9.13 Waiver. The failure of either Party hereto to exercise or enforce any right under this Agreement shall not constitute a release or waiver of the subsequent exercise or enforcement of such right.

9.14 Entire Agreement. The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provision of Services by Consultant to Client. This Agreement may be amended only by a written instrument signed by both Parties. In the event Client issues a purchase order or other documentation to authorize Consultant's Services, any conflicting or additional terms of such documentation are expressly excluded from this Agreement.

May 29, 2025

Stantec
2080 Wooddale Drive, Suite 100
Woodbury, MN 55125



Attn: Dave Sanocki, P.E.
(Dave.Sanocki@stantec.com)

RE: Special Inspection and Construction Testing Services Proposal
Cottage Grove Intermediate Zone Water Treatment Plant
8641 – 80th Street S.
Cottage Grove, MN 55016
AET Proposal No. P-0043855 R1

Dear Mr. Sanocki:

American Engineering Testing, Inc. (AET) is pleased to offer Special Inspection and Construction Testing Services to Stantec (hereafter referred to as the Client) for the referenced project. This proposal has been prepared in response to a recent request by Dave Sanocki from Stantec, dated May 19, 2025 and describes our understanding of the project, our anticipated scope of services, our unit rates, and an estimated total fee to perform these services.

GEOTECHNICAL INFORMATION

A geotechnical exploration and analysis was performed for this project by Braun Intertec Corporation (Braun). The results were presented in their Report of Geotechnical Exploration and Review, dated March 28, 2024 (Braun Project/Report No. B2401132). In the report, the site soil profile is generalized as up to 7 feet of fill, underlain by alluvial sand and clays. It was recommended in the report that the proposed building be supported by conventional spread footings after corrective earthwork to remove unsuitable material to the underlying naturally deposited alluvial sand and clays. Refer to that report for more details regarding site conditions and recommendations.

PROJECT INFORMATION

We understand the proposed construction will be a new water treatment plant that will include multiple tanks and pumps supported on mat foundations. We further understand the plant will:

- Have two above-grade levels and a below-grade basement level.
- Have a first-floor elevation of 904.5 and a basement floor elevation of 884.
- Be supported by conventional spread footings designed using an allowable soil bearing pressure of 4,500 pounds per square foot (psf).
- Have reinforced masonry block walls; cast-in-place concrete walls; precast concrete wall panels; a structural steel frame; a metal deck roof supported by steel joists.
- Be able to tolerate normal amounts of settlement for this type of structure (up to 1-inch total and ½-inch differential).

550 Cleveland Avenue North | Saint Paul, MN 55114

Phone (651) 659-9001 | (800) 972-6364 | Fax (651) 659-1379 | teamAET.com | AA/EEO

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- Have bituminous pavements consisting of 5 inches of bituminous over 8 inches of Class 5 aggregate base and 12 inches of salvaged aggregate backfill.

AVAILABLE BID INFORMATION

Project documents provided to assist us in preparing this proposal included the following:

- Project Architectural, Structural, and Civil Plans, dated March 28, 2025.
- Project Manual, dated March 2025.
- Project Addendum 1, dated April 25, 2025.
- Project Addendum 2, dated May 2, 2025.
- Project Addendum 3, dated May 14, 2025.
- Project Addendum 4, dated May 16, 2025.

SCOPE OF SERVICES

Based on discussions with Dave Sanocki from Stantec, and our review of the available plans and specifications, our anticipated scope of services is outlined below.

Excavation Observations and Soil Testing

During excavation for the plant structures and parking lots, an Engineer will visit the site on an on-call basis to perform the following services:

- Observe the soils in the bottoms of the excavations completed at that time.
- Perform shallow hand auger borings in the excavations.
- Perform hand cone penetrometer (HCP) probes in the excavations.
- Evaluate the suitability of the soils present in the excavations to support the anticipated fill, structural loads and pavements.
- Document the elevations at various locations at the bottoms of the excavations.
- Document that adequate oversizing of the excavations is provided to support lateral loads from the footings through the fill.

During placement of fill in the building excavations, pavement excavations, and utility trench excavations, an Engineering Technician will visit the site on an on-call basis to test the compaction of the fill. The technician will perform the following services:

- In-place field density tests to evaluate the compaction of the fill soils using the nuclear density gauge method.
- Standard Proctor tests for each different type of fill encountered at the test locations.
- Obtain samples of sand fill and/or aggregate base materials for Atterberg limits and sieve analysis tests.

We estimate 60 trips will be required to complete the observations. We estimate 100 trips will be required to perform the compaction testing of the fill soils.

Bituminous Subgrade Proof Roll Observations and Testing

During or after final grading of the pavement subgrade soils, AET personnel will observe proof rolling of the pavement subgrade soils. These observations will be performed by a Staff Engineer on an on-call basis. Our scope of services will include the following:

- Observe the reaction/stability of the pavement subgrade soils as they are proof rolled by a loaded, tandem-axle dump truck.
- Evaluate the subgrade deflections under the wheel loads, and mark areas of excessive deflection. Areas of excessive deflection will be shown to personnel from the contractor and/or their subcontractors.
- Provide recommendations for correction of the unstable subgrade soils.

After placement of the Class 5 aggregate base, an experienced Engineering Technician from our firm will test the compaction of these materials using the nuclear density gauge method, or by performing DCP testing. The nuclear density gauge test results will be compared to the Standard Proctor maximum dry density.

We estimate 5 trips will be required to complete the proof roll observations of the pavement subgrades and 5 trips will be required for aggregate base compaction testing services.

Concrete Testing

AET personnel will perform testing of concrete on an on-call basis when requested by the contractor. These services will be performed by an experienced Engineering Technician at the frequencies required by the project specifications. On site visits when we are observing reinforcing steel, we will have the same AET personnel remain at the site to perform testing of the concrete, thus reducing mobilization charges. Our services will include the following:

- Document that the correct mix is delivered to the site by checking the delivery slips.
- Test the slump of the plastic concrete delivered to the site.
- Test the air content of the plastic concrete delivered to the site.
- Measure the temperature of the plastic concrete delivered to the site.
- Compare the test results to the requirements of the project specifications.

Any discrepancies from the project specifications will be brought to the attention of the contractor and/or their subcontractor. Daily field reports of our observations and testing will be available to the contractor and other authorized personnel at the site.

During placement of the concrete, an experienced Engineering Technician will also cast test cylinders for compressive strength testing. Project specifications require that one set of cylinders be cast for every 100 cubic yards (or fraction thereof) of each type of concrete placed each day.

Each set will consist of five cylinders; one which will be tested after 7 days and three which will be tested after 28 days. The fifth cylinder will be held in reserve for future testing, if required. AET will also pick up the cylinders from the site and return them to our laboratory for moist curing and testing. The results of our compressive strength tests will be presented periodically, as they become available.

We were provided a table of concrete structure placement quantities from Stantec which calculated 155 placements and 293 sets of concrete cylinders. We estimate 155 trips will be required to complete the concrete testing services with cylinders for reinforced concrete portions of the new construction. We estimate 155 trips will be required to complete the concrete testing services for testing each load (approximately 982 loads) of the reinforced concrete portions of the new construction. We estimate 25 trips will be required for testing of non-reinforced concrete elements.

Bituminous Observations and Testing

When placement of the bituminous base and wear layers begins, an experienced Engineering Technician will make site visits on an on-call basis to observe the placement and rolling of the bituminous layers and to perform testing of the bituminous. The technician will perform the following services:

- Measure the temperature of the bituminous as it is placed and while it is being rolled.
- Measure the thickness of the bituminous layer while it is being rolled.
- Help to establish a rolling pattern each day by observing the number of passes the roller makes over the bituminous, and measuring the density of the bituminous during the rolling to evaluate how many passes are needed to reach the maximum density.
- Obtain samples of the bituminous for laboratory testing.

We assume the paving will be performed in 2 lifts and assume that 10 trips will be performed for the above referenced observation and sampling services.

The samples retrieved from the site will be tested in our laboratory for MnDOT Gyratory properties, including:

- Gyratory density and Rice specific gravity.
- Asphalt extraction and aggregate gradation.

REPORTING

Reports presenting the results of our observations and testing services will be provided periodically during the various phases of construction. At the completion of construction, we will issue a final report summarizing the results of all observations and testing services, if requested.

ESTIMATED FEES

Our services will be provided on a unit cost basis according to the unit rates provided in the attached Fee Schedule. Our monthly invoices will be determined by multiplying the number of personnel hours or tests by their respective unit rates. We have also estimated a total cost which we anticipate will be required to complete the previously described observations and testing services. This estimated total cost is based on our experience with similar projects and our conversations with Dave Sanocki from Stantec. Our estimated total cost is **\$533,387.00**. We refer you to the attached Fee Schedule for an itemization of how we arrived at this estimated cost. We reserve the right to review our estimate after reviewing the final project structural plans and project specifications.

We caution that this is only an estimated cost. Often, variations in the overall cost of the services occur due to reasons beyond our control, such as construction change orders, weather delays, changes in the contractor's schedule, unforeseen conditions or retesting of services. These variations will affect the actual invoice totals, either increasing or decreasing our total costs for the project from those estimated in this proposal. If more time or tests are required, additional fees may be needed to complete the project testing services. If less time or tests are needed, a cost savings will be realized. We will not, however, exceed the estimated total cost for the project without first obtaining your authorization.

TERMS AND CONDITIONS

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed Construction Service Agreement—Terms and Conditions, which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint ventures and third-party beneficiaries. Please be advised that additional insured status is granted only upon written acceptance of the proposal.

ACCEPTANCE

AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions: 1) issuing an authorizing purchase order for any of the Services described in this proposal, 2) authorizing AET's presence on site, or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

GENERAL REMARKS

AET appreciates the opportunity to provide this service for you and looks forward to working with you on this project. If you have any questions or need additional information, please contact me.



Sincerely,
American Engineering Testing, Inc.

Prepared By:

A handwritten signature in blue ink, appearing to read 'Jesse Mohler'.

Jesse A. Mohler
Engineer II / Project Manager
Phone: 651.523.1276
Email: jmohler@teamAET.com

Reviewed By:

A handwritten signature in blue ink, appearing to read 'Andrew Schmid'.

Andrew T. Schmid, P.E.
Principal Engineer
Phone: 651.523.1274
Email: aschmid@teamAET.com

ACCEPTANCE AND AUTHORIZATION: AET Proposal No. P-0043855 R1

SIGNATURE: _____

PRINTED NAME: _____

COMPANY: _____

ADDRESS: _____

PHONE NUMBER AND EMAIL: _____

DATE: _____

INVOICING INFORMATION (Provide Company AP Department Information, if present.)

AP CONTACT NAME: _____

BILLING/MAILING ADDRESS: _____

AP PHONE NUMBER AND INVOICE EMAIL: _____

P.O. NO./ PROJECT NO.: _____

Attachments: Fee Schedule

Construction Service Agreement – Terms and Conditions

Certificate of Insurance

W9

PROJECT TESTING SERVICES FEE SCHEDULE
COTTAGE GROVE INTERMEDIATE ZONE WTP
8641 - 80TH STREET S.
COTTAGE GROVE, MN 55016
AET PROPOSAL No. P-0043855 R1



SERVICE DESCRIPTION	PROJECT BUDGET		
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT
Excavation Observations & Compaction Testing			
Excavation Observations - Engineer I	240 Hours	\$170.00	\$40,800.00
Soil Density Testing - Technician II	400 Hours	\$120.00	\$48,000.00
Billable Mileage	6400 Miles	\$1.35	\$8,640.00
Nuclear Density Test	300 Tests	\$44.00	\$13,200.00
ASTM D4318 Atterberg Limits, Liquid Limit or Plastic Limit, Individual	10 Tests	\$139.00	\$1,390.00
ASTM D698 Standard Proctor	10 Tests	\$195.00	\$1,950.00
ASTM C136 Sieve Analysis of Aggregate (Coarse and Fine)	10 Tests	\$142.00	\$1,420.00
Section Subtotal:			\$115,400.00
Subgrade/Base Proof Roll Observations & Testing			
Proof Roll Observations - Engineer I	20 Hours	\$170.00	\$3,400.00
Subgrade/Base Testing - Technician II	20 Hours	\$120.00	\$2,400.00
Billable Mileage	400 Miles	\$1.35	\$540.00
Nuclear Density Test	30 Tests	\$44.00	\$1,320.00
MnDOT Modified- Dynamic Cone Penetrometer (DCP)	30 Tests	\$66.00	\$1,980.00
ASTM D1557 Modified Proctor	2 Tests	\$195.00	\$390.00
ASTM C136 Sieve Analysis of Aggregate (Coarse and Fine)	2 Tests	\$142.00	\$284.00
Section Subtotal:			\$10,314.00
Concrete Observations & Concrete Testing			
Concrete Observations and Concrete Testing with cylinders- Technician II	879 Hours	\$120.00	\$105,480.00
Concrete Testing every load - Technician II	775 Hours	\$120.00	\$93,000.00
Concrete Testing site work- Technician I	75 Hours	\$105.00	\$7,875.00
Billable Mileage	13400 Miles	\$1.35	\$18,090.00
Sample Pickup	318 Each	\$105.00	\$33,390.00
ASTM C39 Concrete Compressive Strength 4x8 Cylinder	1590 Tests	\$44.00	\$69,960.00
Section Subtotal:			\$327,795.00
Bituminous Observations & Testing			
Bituminous Density Testing - Technician II	50 Hours	\$120.00	\$6,000.00
Billable Mileage	400 Miles	\$1.35	\$540.00
Nuclear Density Gauge Rental - Daily	10 Day	\$80.00	\$800.00
Gyratory Mix Properties (Suite of Tests)	10 Tests	\$656.00	\$6,560.00
Section Subtotal:			\$13,900.00
Project Management & Coordination			
Project Management - Engineer II/Project Manager	320 Hours	\$200.00	\$64,000.00
Project Administrator	5 Hours	\$90.00	\$450.00
Consulting Services: Engineer II	2 Hours	\$200.00	\$400.00
Special Consultation - Principal Engineer	2 Hours	\$280.00	\$560.00
Special Consultation - Principal Engineer	2 Hours	\$230.00	\$460.00
Billable Mileage	80 Miles	\$1.35	\$108.00
Section Subtotal:			\$65,978.00
ESTIMATED BUDGET			\$533,387.00

SECTION 1 - RESPONSIBILITIES

1.1 – This Service Agreement – Terms and Conditions (“terms and conditions”) is applicable to all services (“Services”) provided by American Engineering Testing, Inc. (AET). As used herein “Services” refer to the scope of Services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the agreement (“Agreement”) between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries. **AET requests written acceptance of the Agreement, but the following actions shall also constitute Client’s acceptance of the Agreement: 1) issuing an authorizing purchase order, task order, service order, or any other documentation for any of the Services, 2) authorizing AET’s presence on site, or 3) written or electronic notification for AET to proceed with any of the Services.** Issuance of a purchase order, task order or service order by Client which contains separate terms and conditions will not take precedence or modify the terms and conditions contained in this Service Agreement AND THE TERMS AND CONDITIONS OF THIS SERVICE AGREEMENT AND ANY CORRESPONDING PROPOSAL ISSUED BY AET SHALL GOVERN UNLESS AUTHORIZED IN WRITING IN ADVANCE BY AET.

1.2 – Prior to AET performing Services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the Services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and their Client and/or Owner which contain flow-down provisions to AET, if they are included, site safety plans or other documents which may control or affect AET’s Services. If new information becomes available during AET’s Services, Client will provide such information to AET in a timely manner. Failure of Client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability or indemnity obligations of AET for loss or damages related to such changes. Client will provide a representative for timely answers to project-related questions by AET.

1.3 – AET is responsible only for performance of the Services. AET will not be held responsible for work or omissions by Client or any other party working on the project. The Services do not include construction management, general contracting or surveying services. AET will not be responsible for directing or supervising the work of other parties, unless specifically authorized and agreed to in writing.

1.4 – Services performed by AET often include sampling at specific locations. Inherent with such sampling is variation of conditions between sampling locations. Client recognizes this uncertainty and the associated risks, and acknowledges that opinions developed by AET, based on samples so taken, are qualified to that extent.

1.5 – AET is not responsible for interpretations or modifications of AET’s recommendations by other persons.

1.6 – Should changed conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

1.7 – Pricing in the proposal assumes use of these terms and conditions. AET reserves the right to amend pricing if Client requests modifications to the Agreement or use of Client’s alternate contract format. Any contract amendments made after Client has authorized the Services shall be applicable only to Services performed after the effective date of such amendment. The proposal and these terms and conditions, including terms of payment, shall apply to all Services performed prior to the effective date of such amendment.

1.8 – The AET proposal accompanying these terms and conditions is valid for thirty (30) days after the proposal issuance date to the Client. Any attempt to authorize Services after the expiration date is subject to AET’s right to revise the proposal as necessary.

SECTION 2 - SITE ACCESS, RESTORATION AND UNDERGROUND UTILITIES AND STRUCTURES

2.1 – Client will furnish AET safe and legal site access to the site.

2.2 – Client acknowledges that in the normal course of its Services AET may unavoidably alter existing site conditions or affect the environment in the area being studied. AET will take reasonable precautions to minimize alterations to the site or existing materials. Restoration of the site is the responsibility of the Client.

2.3 – **With the exception of public utilities which AET will contact state “call before you dig” notification centers (e.g. Gopher State One call in Minnesota), Client will mark or cause to be marked the location of all other underground utilities and structures (Facilities) that service or are located on the site. AET shall be entitled to rely upon the accuracy of all location information supplied by any source.**

2.4 – **Client shall hold harmless, indemnify and defend AET from all claims, damages, losses, fines, penalties and expenses (including attorney’s fees) arising out of or related to the following: a) Facilities that are not shown or vary from the locations shown on any plans or drawings, b) Facilities that are not located by or vary from the locations marked by Client, governmental or quasi-governmental locator programs, or private utility locating services, or c) any other Facilities that are not disclosed or vary from locations provided by the Client. The obligation to defend AET shall be independent of the obligation to indemnify and hold harmless AET and shall be with independent counsel acceptable to AET.**

SECTION 3 - SAFETY

3.1 – Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. If, during the course of AET’s Services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate Services. Client shall be responsible for payment of such additional protection costs.

3.2 – AET shall only be responsible for safety of AET employees; the safety of all others shall be Client’s or other parties’ responsibility.

SECTION 4 - SAMPLES

4.1 – Client shall inform AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by or submitted to AET remain the property of the Client during and after the Services. Any known or suspected hazardous material samples will be returned to the Client at AET’s discretion.

4.2 – Non-hazardous samples will be held for thirty (30) days and then discarded unless, within thirty (30) days of the report date, the Client requests in writing that AET store or ship the samples. Storage and shipping costs shall be borne solely by Client.

SECTION 5 - PROJECT RECORDS

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a minimum of three years following submission of the report, during which period the project records can be made available to Client at AET’s office at reasonable times.

SECTION 6 - STANDARD OF CARE

AET will perform its Services consistent with the level of care and skill normally performed by other firms in the profession at the time of the service and in the same geographic area, under similar budgetary constraints.

SECTION 7 - INSURANCE

AET maintains insurance with coverage and minimum limits shown below. AET will furnish certificates of insurance to Client upon request.

7.1 –

Workers' Compensation Employer's Liability	Statutory Limits \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee
Commercial General Liability	\$1,000,000 each occurrence \$1,000,000 aggregate
Automobile Liability	\$1,000,000 each accident
Professional/Pollution Liability Insurance	\$1,000,000 per claim \$1,000,000 aggregate

7.2 - Commercial General Liability insurance will include coverage for Products/Completed Operations extending one (1) year after completion of AET's Services as outlined in our proposal, Property Damage, Personal Injury, and Contractual Liability coverage applicable to AET's indemnity obligations under this Agreement.

7.3 - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

7.4 - Professional/Pollution Liability Insurance is written on a claims-made basis and coverage will be maintained for one (1) year after completion of AET's Services as outlined in our proposal. Renewal policies during this period shall maintain the same retroactive date.

7.5 - To the extent permitted by applicable state law, and upon Client's signing of the proposal, which includes these Terms and Conditions, and return of the same to AET, or Client provided forms of acceptance as defined in Section 1.1; Client and Owner shall be named an "additional insured" on AET's Commercial General Liability Policy (Form CG D4 14, which includes blanket coverage for the Additional Insured on a Primary and Non-Contributory basis). Client and Owner shall also be named an "additional insured" on a Primary and Non-contributory basis on AET's Automobile Liability Policy (Form CA T4 74). Any other endorsement, coverage or policy requirement may result in additional charges.

7.6 - AET will maintain insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, with insurance carriers licensed to do business in the state in which the project is located and having a current A.M. Best rating of no less than A minus (A-). Such insurance shall provide for thirty (30) days prior written notice to Client for notice of cancellation or material limitations for the policy or ten (10) days' notice for non-payment of premium.

7.7 - AET reserves the right to charge Client for AET's costs for additional coverage requirements unknown on the date of the proposal, e.g., coverage limits or policy modification including waiver of subrogation, additional insured endorsements and other project specific requirements.

SECTION 8 - DELAYS

If delays to AET's Services are caused by Client or Owner other parties, strikes, natural causes, pandemic, weather, or other items beyond AET's control, a reasonable time extension for performance of the Services shall be granted, and AET shall receive an equitable fee adjustment.

SECTION 9 - PAYMENT, INTEREST AND BREACH

9.1 - Invoices are due net thirty (30) days from the date of receipt of an undisputed invoice. Invoices will be paid without reductions for bond or retention. Client will inform AET of invoice questions or disagreements within fifteen (15) days of invoice date; unless so informed, invoices are deemed correct.

9.2 - Invoices remaining unpaid for sixty (60) days shall constitute a material breach of this Agreement, permitting AET, in its sole discretion and without limiting any other legal or equitable remedies for such breach, to terminate performance of this Agreement and be relieved of any associated duties to the Client or other persons. Further, AET may withhold from Client data and reports in AET's possession. If Client fails to cure such breach, all reports associated with the unpaid invoices shall immediately upon demand be returned to AET and Client may neither use nor rely upon such reports or the Services.

9.3 - AET reserves the right to pursue any unpaid invoice utilizing available remedies at law. AET explicitly reserves its Mechanic Lien or Bond Claim rights for nonpayment of an undisputed invoice. Client is responsible for paying AET expenses and attorney fees related to collection of past due invoices.

9.4 - AET reserves the right to charge a 2.5% fee on any payment made using a credit card or debit card.

SECTION 10 - CHANGE ORDERS

AET's proposal associated with this project may provide an estimated cost for the work. If the proposal amount is a time and material estimate, or if changes occur affecting the project scope, estimated quantities, project schedule or other unforeseen conditions, AET will communicate with Client request a change order. However, nothing in this agreement shall be construed in any way as a waiver of payment by Client to AET for Services authorized under this agreement. Approval of a change order may be in writing or by electronic communication, or any directive for additional Services.

SECTION 11 - MEDIATION

11.1 - Except for enforcement of AET's rights to payment for Services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided however that if either party fails to respond to a request for mediation within sixty (60) days, the party requesting mediation may without further notice, proceed to arbitration or the institution of legal or equitable proceedings.

11.2 - Mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equally and each party shall pay their own legal fees. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

SECTION 12 - LITIGATION REIMBURSEMENT

Except for matters relating to non-payment of fees, which is governed by Section 9 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and other direct costs.

SECTION 13 - MUTUAL INDEMNIFICATION

13.1 - Subject to the limitations contained in Sections 13 and 16, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's negligent performance of the Services.

13.2 - Client agrees to indemnify AET from and against damages and costs to the extent caused by the intentional acts or negligence of the Client, Owner, Client's contractors and subcontractors or other third parties.

13.3 - If Client has an indemnity agreement with other persons or entities relating to the project for which AET's Services are performed, the Client shall include AET as an Additional Insured.

13.4 - AET's indemnification to the Client, including any indemnity required or implied by law, is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence.

SECTION 14 - NON-SOLICITATION

Each party to this Agreement (a "Party") agrees that it will not encourage, induce, or actively solicit any employee of the other party to leave their employment for any reason, provided that neither Party is precluded from (a) hiring any such employee who has been terminated by a Party or its subsidiaries prior to commencement of employment discussions between a Party and such employee, or (b) soliciting any such employee by means of a general advertisement or through an employment agency that does not specifically pursue the employee, or (c) hiring employees or former employees of the other Party who contact the Party on its own accord. This Non-Solicitation provision shall be effective and enforceable for six (6) months following termination of this Agreement.

SECTION 15- MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Except as specifically set forth herein and to the extent permitted by applicable law, Client and AET waive against each other, and each other's officers, directors, members, subcontractor, agents, assigns, successors, partners, and employees any and all claims for or entitlement to special, incidental, indirect, punitive, or consequential damages arising out of, resulting from, or in any way related to the Services provided by AET under this Agreement. This mutual waiver of consequential damages includes, but is not limited to, the following: loss of profits; loss of revenue; rental costs/expenses incurred; loss of income; loss of use of property, equipment, materials or services; loss of opportunity; loss of rent; loss of good will; loss of financing; loss of credit; diminution of value; loss of business and reputation; loss of management or employee productivity or the services of such persons; increased financing costs; cost of substitute facilities; cost of substitute goods/property/equipment; cost of substitute services; and/or cost of capital. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement in accordance with the provisions of the Agreement and related documents and shall survive any such termination.

SECTION 16 - LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, the total aggregate liability of AET and its officers, directors, partners, employees, subcontractors, agents, and sub-consultants, to Client and/or Client's employees, officers, directors, members, agents, assigns, successors, or partners, or anyone claiming through Client, for any and all injuries, damages, claims, losses, or expenses (including attorney's fees and costs) arising out of, resulting from or in any way related to Services provided by AET from any cause or causes, including, but not limited to, its negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation in excess of costs received by AET for Services or \$50,000, whichever is less. The limitation of liability set forth herein does not apply to claims arising solely out of or related to the willful or intentional acts of AET.

SECTION 17 - POSTING OF NOTICES ON EMPLOYEE RIGHTS

Effective June 21, 2010, prime contracts with a value of \$100,000 or more and signed by federal contractors on projects with any agency of the United States government must comply with 29 CFR Part 471, which requires physical posting of a notice to employees of their rights under Federal labor laws. The required notice may be found at 29 Code of Federal Regulations Part 471, Appendix A to Subpart A. The regulation also has a "flow-down" requirement for subcontractors under the prime agreement for subcontracts with a value of \$10,000 or more. AET requires strict compliance of its subcontractors working on federal contracts subject to this regulation. The regulation has specific requirements for location of posting and language(s) for the poster.

SECTION 18 - TERMINATION

After seven (7) days written notice, either party may elect to terminate this Agreement for justifiable reasons. In this event, the Client shall pay AET for all Services performed, including demobilization and reporting costs to complete the Services.

SECTION 19 - SEVERABILITY

Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

SECTION 20 - GOVERNING LAW

This Agreement shall be construed in accordance with the Laws of the State of Minnesota without regard to its conflicts of law provisions.

SECTION 21 - ENTIRE AGREEMENT

This Agreement, including these terms and conditions and attached proposal and appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of this Agreement by the Client, this Agreement supersedes any written or oral agreements, including purchase/work orders or other Client agreements submitted to AET after the start of our Services. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's terms and conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued Services.

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See <i>Specific Instructions</i> on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) American Engineering Testing, Inc.	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 550 Cleveland Ave. N. 6 City, state, and ZIP code St. Paul, MN 55114 7 List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
4	1	-	0	9	7	7	5	2 1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>Phillip Chwialkowski</i>	Date <i>1/1/2025</i>
------------------	---	-------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



AMERCON-12

AROSS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/1/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 20443386 HUB International Great Plains, LLC 245 E. Roselawn Avenue Suite 31 Saint Paul, MN 55117-1940	CONTACT NAME: Ann Ross	
	PHONE (A/C, No, Ext): (651) 288-5137 FAX (A/C, No): (651) 286-0560	
	E-MAIL ADDRESS: ann.ross@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : The Phoenix Insurance Company	25623
	INSURER B : The Travelers Indemnity Company of America	25666
	INSURER C : Travelers Property Casualty Company of America	25674
	INSURER D : Charter Oak Fire Insurance Company	25615
	INSURER E : Continental Casualty Company	20443
	INSURER F :	

INSURED
AMERICAN CONSULTING SERVICES INC
AMERICAN ENGINEERING TESTING INC
AMERICAN PETROGRAPHIC SERVICES INC
550 CLEVELAND AVE N
ST PAUL, MN 55114-1804

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC ☐ OTHER:			P630539K8896PHX25	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			8102L6457122543G	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			CUP3K2260092543	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
D	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y / N N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	UB9H9151012543G	1/1/2025	1/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	☒ PROF/POLL LIABILITY			ECH254066939	1/1/2025	1/1/2026	EACH CLAIM 10,000,000
E	RETRO: 070287			ECH254066939	1/1/2025	1/1/2026	AGGREGATE 15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RENEWALS: contracts@teamAET.com

ILLUSTRATION ONLY

CERTIFICATE HOLDER

CANCELLATION

ILLUSTRATION CERTIFICATE
25-26

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



City Council Action Request

7.0.

Meeting Date	6/18/2025		
Department	Engineering		
Agenda Category	Action Item		
Title	Utility and Engineering Building Change Order #7		
Staff Recommendation	Approve Change Order #7 for the Utility and Engineering Building which results in a reduction in project costs in the amount \$6,981.60.		
Budget Implication	This change order results in a net project cost reduction of \$6,981.60.		
Attachments	<table border="1"><tr><td>1.</td><td>CGUE_Kraus-Anderson CORs June 2025_Compiled</td></tr></table>	1.	CGUE_Kraus-Anderson CORs June 2025_Compiled
1.	CGUE_Kraus-Anderson CORs June 2025_Compiled		



KRAUS-ANDERSON®

Kraus-Anderson Construction
501 South 8th Street
Minneapolis, MN 55404

Phone: (612) 332-7281
Web: www.krausanderson.com

June 11, 2025

Ryan Burfeind, PE
Public Works Director
City of Cottage Grove
12800 Ravine Parkway South
Cottage Grove, MN 55016

Re: Change Order Requests for June 2025
City of Cottage Grove Utility & Engineering Building
10795 Ideal Avenue South
Cottage Grove, Minnesota

Dear Mr. Burfeind,

We respectfully submit the following change order requests (COR) for approval at the Cottage Grove City Council meeting on June 18, 2025:

- **COR #38 – (\$9,981.60)**
 - PCO 119 – Credit for drantile removed at catch basins where not required per City inspector.
- **COR #39 – \$3,000.00**
 - PCO 70 – Pre-finished metal added scope at front entry.

The following unused allowance(s) are being returned as credits to the City:

- **Autumn Ridge WS 32F Irrigation & Landscape – (\$1,765.00)**

The COR's noted above combine to a net credit back to the project of **(\$6,981.60)**.

The remaining construction contingency (orig. \$470,000) pending COR #38 is **\$468,030.04**.

The remaining owner's contingency (orig. \$214,000) pending COR #39 is **\$83,800.11**.

To have questions answered or schedule a time to meet and discuss the attached COR's further, please contact Ben Albrecht at 763.401.2465 (ben.albrecht@krausanderson.com).

Sincerely,

Kraus-Anderson Construction

Ben Albrecht
Assistant Project Manager
Kraus-Anderson Construction

cc: Lee Mann, Stantec
Dan Kjellberg, Kraus-Anderson Construction
Rachel Struckman, Kraus-Anderson Construction



KRAUS-ANDERSON®
Construction Company

Change Order Request

Project: 2310312-
City of Cottage Grove New Utility & Engineering Building
10875 Ideal Ave S
Cottage Grove, MN 55016

COR # 38.00

Date: 5/22/2025

To: Owner City Of Cottage Grove
12800 Ravine Parkway South
Cottage Grove, MN 55016

From: Kraus-Anderson Construction Company
501 South Eighth Street
Minneapolis, MN 55404

Description: Credit for removal of the drain tile around catch basin locations where required by City and Stantec inspector due to the free draining sands onsite.

PCO # 119 - Subdrainage Labor/Material Credit

Item #	Description	Vendor	Amount
1	Subdrainage Labor/Material Credit.	Miller Excavating, Inc.	(\$9,981.60)
Total For Change Order			(\$9,981.60)

Approved By: City Of Cottage Grove

Signed: _____

Date: _____

Submitted By: Kraus-Anderson Construction Company

Signed: _____

Date: _____

Accepted By: Wold Architects & Engineers

Signed: _____

Date: _____

City of Cottage Grove New Utility & Engineering Building

Miller Excavating Inc

Date : 5/20/25

3741 Stagecoach Trail N, Stillwater MN 55082

PCO #:

Project Manager:

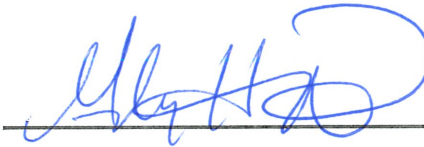
PR/SI #

Steve St Claire

COST SUMMARY

Description	Cost	Notes/Attachments
Labor Total	\$ (4,110.00)	(Auto Fill from Sub-Total Below)
Materials and Equipment Total	\$ (5,871.60)	(Auto Fill from Sub-Total Below)
Tax on Materials and Equipment Only	\$ -	<<< Provide Sales/Use Tax Total
Self Performed Subtotal	\$ (9,981.60)	
10% Overhead and Profit		(10% is the max fee allowed on CO's)
Self Performed Total	\$ (9,981.60)	
Subcontractors	\$ -	Auto Fill from Sub-Total Below
5% Overhead and Profit on Subs	\$ -	(5% is the max allowed on subcontractors)
Subcontractor Total	\$ -	
TOTAL COST OF CHANGE	\$ (9,981.60)	

Signature:



Contractor acknowledges no other Costs associated with this PCO.

PROVIDE DETAIL BREAKDOWN BELOW:

Labor By Task		Qty	Unit	Unit Cost	Total Cost
CREDIT FOR DRAINTILE		1	EA	\$ (4,110.00)	\$ (4,110.00)
					\$ -
					\$ -
					\$ -
Sub-Total					\$ (4,110.00)
Materials and Equipment By Task		Qty	Unit	Unit Cost	Total Cost
MATERIALS		1	EA	\$ (2,551.94)	\$ (2,551.94)
EQP		1	EA	\$ (3,319.66)	\$ (3,319.66)
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Sub-Total					\$ (5,871.60)
Sub-Contractor Proposals		Description of Work			Total Cost
					\$ -
					\$ -
					\$ -
					\$ -
Sub-Total		(Attach Sub-Contractor Proposals)			\$ -

CGUE- CREDIT FOR DRAINTILE

RIVER ROCK	60 TON	\$ (23.35)	\$ (1,401.00)
DRAINTILE	240 LF	\$ (3.83)	\$ (919.20)
FABRIC	1 EA	\$ (231.74)	\$ (231.74)
MATERIALS			<u>\$ (2,551.94)</u>

336 EXCAVATOR	8 HR	\$ (245.00)	\$ (1,960.00)
CP44B PADFOOT	3 HR	\$ (150.00)	\$ (450.00)
T750 TRACK SKID	8 HR	\$ (175.00)	\$ (1,400.00)
966H LOADER	8 HR	\$ (215.00)	\$ (1,720.00)
FOREMAN & PICKUP	8 HR	\$ (145.00)	\$ (1,160.00)
TRAILERS/SMALL TOOLS E	1 EA	\$ (304.66)	\$ (304.66)
QUAD TRUCKING	3 HR	\$ (145.00)	\$ (435.00)
LABOR/EQP			<u>\$ (7,429.66)</u>

LABOR ONLY

\$ (110.00)	\$ (880.00)
\$ (110.00)	\$ (330.00)
\$ (110.00)	\$ (880.00)
\$ (110.00)	\$ (880.00)
\$ (105.00)	\$ (840.00)
\$ (100.00)	\$ (300.00)
	<u>\$ (4,110.00)</u>



KRAUS-ANDERSON®
Construction Company

Change Order Request

Project: 2310312-02
City of Cottage Grove New Utility & Engineering Building
1087 Ideal Avenue S
Cottage Grove, MN 55016

COR # 39.00

Date: 6/11/2025

To: Owner City Of Cottage Grove
12800 Ravine Parkway South
Cottage Grove, MN 55016

From: Kraus-Anderson Construction Company
501 South Eighth Street
Minneapolis, MN 55404

Description: Prefinished metal scope added at front entry.

PCO # 70 - Jackson: Pre-Finished Sheet Metal 16 GA vs 22 GA (RFI 52)

Item #	Description	Vendor	Amount
1	Pre-finished sheet metal 16 GA vs 22 GA - RFI 52.	Jackson & Associates, LLC	\$3,000.00
Total For Change Order			\$3,000.00

Approved By: City Of Cottage Grove

Signed: _____

Date: _____

Submitted By: Kraus-Anderson Construction Company

Signed: _____

Date: _____

Accepted By: Wold Architects & Engineers

Signed: _____

Date: _____



City of Cottage Grove - New Utility

Jackson & Associates

1817 Buerkle Road

White Bear Lake, MN 55110

Project Manager: Kevin Borgstrom

Date : **1/28/25**

PCO #: **Fab./Install Fascia**

PR/SI # **Detail F5/a5.701**

COST SUMMARY for VE #1 Alternate - Membrane change from 90mil to 60mil

Description	Cost	Notes/Attachments
Labor Total	\$ 5,078.75	(Auto Fill from Sub-Total Below)
Materials and Equipment Total	\$ 744.00	(Auto Fill from Sub-Total Below)
Tax on Materials and Equipment Only	\$ -	<<< Provide Sales/Use Tax Total
Self Performed Subtotal	\$ 5,822.75	
10% Overhead and Profit	\$ 582.28	(10% is the max fee allowed on CO's)
Self Performed Total	\$ 6,405.03	
Subcontractors	\$ -	Auto Fill from Sub-Total Below
5% Overhead and Profit on Subs	\$ -	(5% is the max allowed on subcontractors)
Subcontractor Total	\$ -	
TOTAL COST OF CHANGE (CREDIT)	\$ \$3,000.00 6,405.03	Work completed T&M up to NTE agreed amount of \$3,000.

Signature: _____

Kevin Borgstrom
Kevin Borgstrom

Contractor acknowledges no other Costs associated with this PCO.

PROVIDE DETAIL BREAKDOWN BELOW:

Labor By Task	Qty	Unit	Unit Cost	Total Cost
Fabricate and Install Pre-finished Sheet Metal				
Fascia at detail F5/A5.701				
Fabricate Labor	12		\$ 90.00	\$ 1,080.00
Install Labor	35		\$ 114.25	\$ 3,998.75
				\$ -
Sub-Total				\$ 5,078.75
Materials and Equipment By Task	Qty	Unit	Unit Cost	Total Cost
Sheet Metal - 4 sheets Pre-finished	4		\$ 116.00	\$ 464.00
Caulking, Fasteners, Misc.				\$ 130.00
Delivery Charge				\$ 150.00
				\$ -
				\$ -
				\$ -
Sub-Total				\$ 744.00
Sub-Contractor Proposals	Description of Work			Total Cost
				\$ -
				\$ -
				\$ -
				\$ -
Sub-Total	(Attach Sub-Contractor Proposals)			\$ -



City Council Action Request

7.P.

Meeting Date 6/18/2025

Department Parks and Recreation

Agenda Category Action Item

Title Park Naming Request - Roger & Myra Peterson Park

Staff Recommendation Authorize Resolution 2025-087 naming the future neighborhood park at Robert’s Lake “Roger & Myra Peterson Park.”

Budget Implication N/A

Attachments	1.	Memo-Park Naming Peterson
	2.	Resolution-RM Peterson Park Naming
	3.	Roger and Myra Peterson Park Naming Application
	4.	Park Naming Policy

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

From: Zac Dockter, Parks and Recreation Director

Cc:

Date: June 10, 2025

Subject: Park Naming Request

Introduction/Background

A park naming request application was reviewed by the Parks, Recreation and Natural Resources Commission at the February 3, May 12 and June 9, 2025 meetings. The application and the City's Park Naming Policy are included in this report to aid Council in processing the request. The location of the future park is provided in the image below.



After extensive review and in compliance with the park naming policy, the Parks, Recreation and Natural Resources Commission recommended this future park be named Roger & Myra Peterson Park at its June 9, 2025 public meeting.

Staff Recommendation

Authorize resolution naming the future neighborhood park at Robert's Lake "Roger & Myra Peterson Park."

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2025-087

**RESOLUTION NAMING FUTURE MUNICIPAL PARK ROGER & MYRA
PETERSON PARK**

WHEREAS, the City of Cottage Grove will assume ownership of a future neighborhood park located around Robert's Lake,

WHEREAS, the City of Cottage Grove wishes to name this neighborhood park,

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, the official name of this park to be Roger & Myra Peterson Park.

Passed this 18th day of June, 2025.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

City of Cottage Grove
Naming/Renaming of Parks, Park Facilities, and
Open Space Application

Applicant Name: Jack Lavold

Address: 6859 Ideal Ave South

Telephone Number: (H) 651-459-9981 or 651-402-4448 (W)

Existing Facility Name: New Park near Robert's Lake

Proposed Name/Rename: 1. Peterson Park

2. Roger and Myra Peterson Park

3.

Please list reasons for proposed name(s):

Roger was a four term Mayor of Cottage Grove from 1972-1987. He lived in Cottage Grove
for over 40 years. He was a member of the original Cottage Grove Jaycee's and Lion's Club.

He served on the Board for Stone Soup Thrift Shop and was part of the Annual Cottage Grove
Strawberry Festival Committee.

He helped create the South Washington County Telecommunications Commission and the
creation of the local branch of the Youth Service Bureau. Roger was married to Washington
County Commissioner Myra Peterson - who served on the Washington County Board for 17
years. She was instrumental at getting the design and funding for the Wakota Bridge. She
helped create the Red Rock Corridor, was a supporter of the Youth Service Bureau and
often held a local garden tour to raise funds in support of youth and families in need in
Cottage Grove and Washington County.

Both of them have a deep love for our community and worked together to help create the
Cottage Grove, we have today. I feel this new park location would be perfect since it is next to
a lake, woods and wildlife. Myra has an amazing garden with a waterfall, feeders, and even
though her home is in a residential neighborhood in Cottage Grove, her backyard looks like
she is in the country.

City of Cottage Grove

Policy for Naming and Renaming of Parks, Park Facilities, and Open Space

I. Introduction

The selection of a proper name for a park, park facility, and/or open space is a thoughtful process which requires careful analysis by many people. This procedure has been adopted by the City of Cottage Grove to provide the proper guidelines for any naming or renaming of said amenities.

II. Procedure

The following procedure will be used for the naming of parks, park facilities, and open space:

1. Staff, Council, Advisory Body, or Cottage Grove resident recognizes and requests the naming of a park, park facility, or open space.
2. Staff will prepare and submit the request to the Parks, Recreation and Natural Resources Commission for review.
3. The Parks, Recreation and Natural Resources Commission will discuss the merit of the name(s). If there is a list of potential names, they may be added to or eliminated from the list at this time. No formal recommendation will be made at this meeting.
4. At the subsequent Parks, Recreation and Natural Resources Commission meeting, staff will provide any information requested by the Commission. If there is a list of names, the list should be narrowed to three at this meeting. No formal recommendation will be made at this point.
5. At their next meeting, the Parks, Recreation and Natural Resources Commission shall debate the merits of the remaining name(s) and make a final recommendation to the City Council.
6. The recommendation will then be placed on the next regular City Council meeting. If City Council does not approve the recommended name, they will return the issue to the Commission with direction and the process will begin anew.

III. Park, Park Facility, and Open Space Naming Criteria

Listed below are the criteria used to determine the naming or renaming of Parks, Park Facilities, and Open Spaces.

1. The name of the subdivision associated with the Park.
2. The name of the neighborhood in which the park is located.
3. The street name adjacent to or closely identified with the park.
4. The name of a local interest point, or local focal point near the park.
5. The name of an event or historical occurrence associated with the park or area.
6. The name of a person who dedicates a major part or all of the land for the park.

7. The name of a person of significant stature within the community. He/she must adhere to at least one of the following credentials and complete a waiting period of at least six months from the conclusion of service or time of death:
 - a. At least ten years of local service to the community
 - b. Shown outstanding assistance or support of the local park system
 - c. Major financial donor to the park system
 - d. A historical figure or family

VIII. Final Determinations

The City Council reserves all rights in the naming or renaming of all parks, park facilities, or open spaces.



City Council Action Request

7.Q.

Meeting Date 6/18/2025

Department Engineering

Agenda Category Action Item

Title Glacial Valley Park Improvement Final Payment

Staff Recommendation Adopt Resolution 2025-090 approving the final payment in the amount of \$113,120.05 to SunRam Construction, Inc. for the Glacial Valley Park Improvements Project.

Budget Implication \$113,120.05 - Park Trust Fund

Attachments	1.	Transmittal Letter Final Estimate
	2.	2025-6-11 Glacial Valley Final Payment Resolution



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Fax: [651] 704-9971
Bolton-Menk.com

June 18, 2025

Ryan Burfeind, PE
Public Works Director/City Engineer
City of Cottage Grove
12800 Ravine Parkway South
Cottage Grove, MN 55016

RE: Contractor's Pay Request No. 15 and Final
Glacial Valley Park Project

Dear Mr. Burfeind:

Attached is the signed copy of the Contractors Pay Request No. 15 and Final for the Glacial Valley Park Project. Also included are the IC 134 forms, Lien Waivers, Warranty Bond, and Consent of Surety as submitted by the Contractor. The Contractor for this project is Sunram Construction, Inc.

REVIEW OF PROJECT HISTORY

The contractor began this project in June of 2022 and the project was substantially completed in July of 2024. The contractor returned in the fall of 2024 to complete the remaining punch list work and restoration.

CONSTRUCTION COST OVERVIEW

As indicated on the final request for payment, the original contract amount plus change orders was \$2,609,336.44. The final construction cost as shown is \$2,648,291.17, which is \$38,954.73 more than the revised contract amount. The overall project overrun was due to widening the hockey rink maintenance strip of \$35,700.00 and other minor quantity discrepancies.

RECOMMENDATION

Sunram Construction, Inc., in accordance with the contract plans and specifications has satisfactorily completed the work. Therefore, it is recommended that final payment of \$113,120.05 be made and the City of Cottage Grove accept the project. After acceptance, please distribute all requests for payments as appropriate.

If you have any questions or require further information, please contact me.

Sincerely,
Bolton & Menk, Inc.

Tanner Johnson
Construction Manager

CITY OF COTTAGE GROVE
CITY COUNCIL
RESOLUTION NO. 2025-090

**RESOLUTION APPROVING THE FINAL PAYMENT IN THE
AMOUNT OF \$113,120.05 TO SUNRAM CONSTRUCTION, INC.
FOR THE GLACIAL VALLEY PARK IMPROVEMENTS PROJECT**

WHEREAS, the City Engineer has certified that work has been satisfactorily completed; and

WHEREAS, the original total contract amount was \$2,562,073.00 and the revised total contract amount was \$2,609,336.44. The final construction cost was \$2,648,291.17, which is \$38,954.73 more than the revised contract amount due to widening of the hockey rink maintenance strip along with other minor quantity discrepancies; and

WHEREAS, the project has been satisfactorily completed in accordance with the contract plans and specifications.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, that \$113,120.05 is paid to Sunram Construction, Inc. for the final payment for the Glacial Valley Park Improvements Project.

Passed this 18th day of June, 2025.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



City Council Action Request

7.R.

Meeting Date	6/18/2025		
Department	Administration		
Agenda Category	Action Item		
Title	Planning Commission Appointment (Stechmann)		
Staff Recommendation	Appoint John Stechmann to fill an unexpired term on the Planning Commission ending on February 28, 2027.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>Planning Commission Appointment Memo (Stechmann)</td></tr></table>	1.	Planning Commission Appointment Memo (Stechmann)
1.	Planning Commission Appointment Memo (Stechmann)		



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

From: Justin Olsen, Council Liaison

Date: June 13, 2025

Subject: Planning Commission Appointment

Commissioner Emily Stephens resigned in May 2025, leaving a vacancy on the Planning Commission. Stephen's term expires in February 2027.

I interviewed John Stechmann for the vacant seat on June 12, 2025, and recommend his appointment to serve his first term on the Planning Commission. His qualifications include legal work within municipalities to help reach well informed decisions on the Planning Commission and a dedication to volunteering time to help the community flourish.

Recommendation

Appoint John Stechmann to fill an unexpired term on the Planning Commission ending on February 28, 2027.



City Council Action Request

7.S.

Meeting Date 6/18/2025

Department Administration

Agenda Category Action Item

Title Water Tower Antenna Lease Agreement – T-Mobile 81st Street Water Tower Site

Staff Recommendation Approve the Antenna Site Lease Agreement with T-Mobile at the 81st Street Water Tower.

Budget Implication N/A

Attachments

1.	A1Q0770D-New Lease-81st Street South-Memo to Council 06.18.2025
2.	Antenna Lease Agreement 81st St. - signed by T-Mobile



To: Honorable Mayor Bailey and Members of the City Council

From: Kori Land, City Attorney

Date: June 18, 2025

Subject: Water Tower Antenna Lease Agreement – T-Mobile 81st Street Water Tower Site

BACKGROUND

The City and T-Mobile entered into a 20-year Water Tower Lease Agreement dated May 4, 2004, which expired on December 31, 2024, while we were negotiating a new lease. T-Mobile continued to pay rent for the first quarter of 2025. Using our model Lease Agreement form which has updated terms, conditions and rental rates, we present a new Lease Agreement for your consideration.

Terms and Conditions:

- Term: 5-year Initial Lease Term with 4 optional renewals, for a total of 25 years. The Initial Term is retroactive to 1/1/25 and with all extensions, it will expire on 12/31/49.
- Rent for the antenna on the tower is \$48,200 annually and increases by 4% each year.
- T-Mobile also leases ground space for a Generator in the amount of \$6,240 annually, which also increases by 4% each year.
- T-Mobile must submit a renewable \$10,000 escrow for future consultant costs related to modifications to the leased space or terms of the lease. T-Mobile has already deposited \$5,000 towards satisfying the escrow payment and will pay the balance upon approval of the lease.
- If T-Mobile terminates other than “for cause” there is a mandatory 150% of annual rent penalty payment that is due as liquidated damages
- The City can terminate with 180 days’ notice if we decommission the water tower; otherwise, termination must occur at the end of a naturally expiring 5- year term.

ACTION REQUESTED

Approve the Antenna Site Lease Agreement with T-Mobile at the 81st Street Water Tower

ATTACHMENT

Antenna Site Lease Agreement

ANTENNA SITE LEASE AGREEMENT

THIS SITE LEASE AGREEMENT ("Lease"), is made effective as of the ____ day of _____, 2025 (the "Approval Date"), between the City of Cottage Grove, a Minnesota municipal corporation ("Landlord"), and T-Mobile Central LLC, a Delaware limited liability company ("Tenant"). Landlord and Tenant are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WHEREAS, the Parties, or their predecessors in interest, are parties to a Site Lease Agreement executed on May 4, 2004, as amended by that certain First Amendment to Site Lease Agreement dated October 17, 2014, as amended by that certain Second Amendment to Site Lease Agreement dated June 19, 2019 (collectively, the "Prior Lease Agreement"), whereby Landlord leased a portion of Landlord's property (as defined in the Prior Lease Agreement) to Tenant for the purpose of constructing, maintaining and operating a communications facility and uses incidental thereto; and

WHEREAS, the Prior Lease Agreement expired on December 31, 2024 and shall be terminated, null and void as of that date; and

WHEREAS, the Tenant has continued to make all required payments and has remained on Landlord's Property, with Landlord's consent, since December 31, 2024, when the Prior Lease Agreement expired; and

WHEREAS, the Parties desire to enter into this Lease to govern the rights of the Parties and this Lease which shall be effective retroactively to January 1, 2025 ("Effective Date") ; and

WHEREAS, Tenant shall be responsible for any difference due in the payment of Rent between the Effective Date and the Approval Date, which payment shall be made within sixty (60) days of the Approval Date.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the Parties agree as follows:

1. **LEASED PREMISES**. For purposes of operating wireless communications services, and subject to the terms and conditions of this Lease, Landlord hereby leases to Tenant and Tenant leases from Landlord the following premises:

(a) A portion of Landlord's Property, located at 81st Street and Innsdale Avenue, in Cottage Grove, Washington County, Minnesota, which is legally described on **Exhibit A** attached hereto and incorporated herein ("Landlord's Property"), upon, in, under or over which Tenant's Antenna Facilities (as defined below), and Generator (as defined below) are attached, connected, enclosed or contained; and

(b) Exterior space on the top of the Landlord's water tower ("Structure"), on which

directional antennas and receivers, connecting cables and appurtenances are currently attached and located; and

(c) Approximately eight hundred (800) square feet of exterior space on the Landlord's Property on which Tenant's equipment shelter ("Equipment Shelter") is currently located; and

(d) Approximately one-hundred thirty-six and one-half (136.5) square feet of exterior space on the Landlord's Property upon which Tenant's generator shelter and generator ("Generator") are currently located (Tenant's "Generator" is depicted on **Exhibit C**); and

(e) Non-exclusive easements required to run utility lines and cables to the Equipment Shelter and A non-exclusive access easement across Landlord's Property for ingress and egress from the right-of-way to the Equipment Shelter, Generator and the Structure.

All of the aforementioned items (a) – (e) shall be collectively known as the "Leased Premises."

Tenant's current "Antenna Facilities" are defined as Tenant's directional antennas, receivers, connecting cables, utility lines, and Equipment Shelter and are more specifically depicted on **Exhibit B**, attached hereto and incorporated herein.

2. RENT.

(a) Initial Rent Amount, Antenna Facilities; Adjustments. As consideration for this Lease, Tenant shall pay Landlord annual rent in the amount of Forty-eight Thousand Two Hundred Dollars and 00/100 (\$48,200.00) ("Base Rent") beginning retroactively to January 1, 2025, but then Base Rent shall be increased automatically and without notice on January 1, 2026, and each year thereafter on January 1st for the Initial Term, and any Renewal Term, by four percent (4.0%) of the previous year's annualized rent.

(b) Additional Rent Amount, Generator; Adjustments. In addition to Base Rent, Tenant shall pay Landlord annual rent in the amount of Six Thousand Two Hundred Forty Dollars and 00/100 (\$6,240.00) for the Generator ("Generator Rent" and, collectively with Base Rent, "Rent") beginning January 1, 2025, but then Generator Rent shall be increased automatically and without notice on January 1, 2026, and each year thereafter on January 1st for the Initial Term, and any Renewal Term, by four percent (4.0%) of the previous year's annualized rent.

(c) Time of Payment, Taxes. Tenant shall make quarterly Rent payments to the Landlord and said quarterly Rent shall be paid before the first (1st) business day of each calendar quarter (i.e., January 1, April 1, July 1 and October 1). The Parties agree that Tenant may pay Rent by electronic funds transfer and Landlord agrees to provide to Tenant bank routing information for such purpose upon execution of this Lease. In addition to annual Rent, Tenant agrees to timely pay its pro-rata share of any taxes or payments in lieu of taxes directly attributable to the installation of Tenant's Antenna Facilities upon the Leased Premises.

(d) Sublease. Tenant shall not be allowed to sublease space on the Leased Premises to

additional telecommunication providers or to sublease the use of its conduit or coaxial access to other telecommunication providers as to allow such other telecommunication providers to use Tenant's existing Antenna Facilities. Separate lease agreements for additional ground and antenna space shall be with Landlord, not Tenant.

(e) Miscellaneous. Tenant shall pay for all costs of Landlord's inspections and installation project management costs for this project and any subsequent projects. In addition to consulting and engineering inspection costs, Tenant shall reimburse Landlord for all reasonable costs associated with drafting and reviewing this Lease and any amendments thereto and approving Tenant's application, including but not limited to all staff and administrative review time, third-party consultant fees and expenses and attorney's fees. Tenant shall provide to Landlord an escrow payment of Ten Thousand Dollars (\$10,000) upon execution of this Lease to be used to reimburse Landlord for any out-of-pocket expenses ("Escrow Payment"). Landlord acknowledges that Tenant has already deposited Five Thousand Dollars (\$5,000) with Landlord toward satisfying the Escrow Payment, but that an additional Five Thousand Dollars (\$5,000) is due. Upon depletion of this Escrow Payment, the Tenant shall replenish the Escrow Payment in Five Thousand Dollar (\$5,000) increments. All fees and invoices must be paid within sixty (60) days after Landlord sends Tenant an invoice for the same.

3. TERM AND RENEWAL. The initial term of this Lease shall begin on January 1, 2025 (the "Commencement Date" or the same date as the Effective Date) and shall end on December 31, 2029 (hereinafter referred to as the "Initial Term"). Subject to the terms and conditions of this Lease, Tenant shall have the right to renew this Lease for four (4) additional five (5) year renewal periods (each a "Renewal Term" and collectively the "Renewal Terms") commencing on January 1, 2030, or on any subsequent Renewal Term. This Lease shall be automatically renewed for each successive Renewal Term upon the same terms and conditions unless Tenant sends written notice of non-renewal to Landlord no later than one hundred eighty (180) days prior to the expiration of the Initial Term or any Renewal Term, such notice to be provided in accordance with Section 26 of this Lease. The final Renewal Term shall expire on December 31, 2049.

4. GOVERNMENTAL APPROVAL CONTINGENCY.

(a) Tenant Application. Tenant's right to use the Leased Premises is expressly made contingent on Tenant obtaining and maintaining all the certificates, permits, zoning and other approvals that may be required by any federal, state, or local authority. This shall include the interference and engineering studies specified in Subsections 4(b) and 4(c) below on the Structure to be conducted at Tenant's expense. Landlord shall cooperate with Tenant in its efforts to obtain and retain such approval and shall take no action that would adversely affect the status of the Leased Premises with respect to the Tenant's proposed use thereof. Tenant shall not consider this Lease, or the negotiations to enter into a lease, as alleviating Tenant from any and all requirements for Tenant to obtain needed certificates, permits, zoning and other approvals including conditional use permits or other special approvals required by city, county, state or federal governments.

(b) Interference Study. Tenant shall only operate using frequencies in which it has received licenses from the Federal Communications Commission ("FCC"). Before obtaining a building permit for any existing or future Antenna Facilities, modifications or improvements,

Tenant must pay for the reasonable cost of an interference study, carried out by an independent and qualified professional selected by Tenant and approved by Landlord, which approval shall not be unreasonably withheld, showing that Tenant's intended use will not interfere with any other tenant's existing communications facilities, unless such requirement is waived by Landlord. If the study finds that there is a potential for interference that cannot be reasonably remedied, Landlord may deny the building permit.

(c) Structural Engineering Certification. Before obtaining a building permit, Tenant must pay for the reasonable cost of an engineering study carried out by a qualified engineer selected by Landlord, showing that the Structure is able to support the proposed Antenna Facilities, modifications or improvements without materially adversely affecting Landlord's use of the Structure or the use of the Structure by any other tenant. If the study finds that the Structure is inadequate to support the proposed Antenna Facilities, modifications or improvements or materially adversely effects Landlord's use of the Structure or use of the Structure by any other tenant, Landlord may deny the building permit.

(d) Non-Approval. In the event that any application necessary under Subsection 4(a) above is rejected or any certificate, permit, license or approval issued to Tenant is canceled, denied, expires, lapses or is otherwise withdrawn or terminated by government authority so that Tenant, in its sole discretion, will be unable to use the Leased Premises for its intended purposes, or if an interference or engineering study, whether conducted pursuant to Subsections 4(b) and 4(c) above or otherwise, should indicate, in Tenant's sole discretion, that the Leased Premises are unsatisfactory for Tenant's intended use, Tenant shall have the right to terminate this Lease and no further Rent shall be due following the termination date. Tenant shall provide ninety (90) days written notice to Landlord of Tenant's intent to exercise its right to terminate pursuant to this Subsection, and such notice shall be provided in accordance with Section 26, Notices, of this Lease. Except as otherwise stated in this Lease, upon such termination, this Lease shall become null and void and the Parties shall have no further obligation to each other.

5. TENANT'S USE.

(a) User Priority. Tenant agrees that the following priorities of use, in descending order, shall apply in the event of communication interference or other conflict while this Lease is in effect, and Tenant's use shall be subordinate accordingly:

- i. Landlord;
- ii. Public safety agencies, including law enforcement, fire, and ambulance services that are not part of Landlord;
- iii. Other governmental agencies where use is not related to public safety; and
- iv. Tenant and other government-regulated entities whose antenna offer a service to the general public for a fee in a manner similar to public utility, such as long distance and cellular telephone, not including radio or television broadcasters and pre-existing tenants.

(b) Purposes. Tenant shall use the Leased Premises only for the purpose of installing, maintaining, and operating Antenna Facilities, equipment, cabinets and Equipment Shelter, and

uses incidental thereto for providing communications services which Tenant is legally authorized to provide to the public. This use shall be non-exclusive, and Landlord specifically reserves the right to allow Landlord's Property, except the Leased Premises, to be used by other parties and to make additions, deletions, or modifications to its own facilities on the Leased Premises except as set forth in Subsection 5(a) herein. Tenant's installation, maintenance and operation of the Antenna Facilities shall at all times comply with all applicable ordinances, statutes and regulations of local, state and federal governmental agencies. Tenant shall have exclusive use of its Antenna Facilities.

(c) Modifications, Replacements or Other Improvements of Antenna Facilities. If Tenant seeks to modify, replace or improve its Antenna Facilities, then Tenant must obtain a building permit from Landlord and comply with Subsections 4(b) and 4(c) requiring an interference study and engineering study, unless such requirement is waived by Landlord. A modification, replacement or improvement that expands the size of the Antenna Facilities or alters the location of the Antenna Facilities located on the Leased Premises from the location of the existing Antenna Facilities depicted on **Exhibit B** as of the Commencement Date or as **Exhibit B** may be subsequently amended, shall increase the annualized Rent by a proportionate amount, as determined by Landlord and agreed to by Tenant. An amendment to this Lease may also be required. Tenant shall reimburse Landlord for all costs associated with amending this Lease due to Tenant's modification, replacement or other improvements.

(d) Pre-Construction Plans. Prior to any and all modifications, replacements or improvements to the Antenna Facilities proposed after the Commencement Date, Tenant shall provide Landlord and Landlord's engineering consultant with construction plans in an electronic file format that is compatible with Landlord's record management system and drawings of the improvements proposed for the Leased Premises consisting of the following:

- i. Line or CAD drawings showing the actual physical location of all planned installations plus materials and construction methods;
- ii. Specifications for all planned installations;
- iii. Diagrams of proposed Antenna Facilities;
- iv. A complete and detailed inventory of all equipment and personal property of Tenant proposed to be placed on the Leased Premises;
- v. Results of the interference study required by Subsection 4(b); and
- vi. Results of the engineering study required by Subsection 4(c).

(collectively referred to as "Construction Plans")

Landlord shall have thirty (30) business days to review the Construction Plans, and Landlord's approval of the Construction Plans shall not be unreasonably withheld, conditioned or delayed, provided, however, Landlord may condition acceptance on an increase in Rent related to plans that expand or alter the Antenna Facilities, as provided in Section 5(c). If Landlord fails to either approve the Construction Plans or provide written request for changes of said Construction Plans to Tenant within the thirty (30) day period, the Construction Plans will be deemed approved by Landlord. Tenant shall be solely responsible for all costs associated with said review and approval of Construction Plans.

(e) Post-Construction As-Built Drawings. Within thirty (30) days after Tenant modifies the Antenna Facilities, Tenant shall provide Landlord with as-built drawings in electronic file format compatible to the Landlord's record management system to replace **Exhibit B** that consist of as-built drawings of the Antenna Facilities and the improvements actually installed on Landlord's Property and the Leased Premises, which show the actual location of all equipment and improvements. Said drawings shall be accompanied by a complete and detailed site survey of the Property, inventory of all equipment, personal property and the modified Antenna Facilities. Landlord retains the right to survey the installed equipment.

(f) Contractor Approval. Any contractor chosen by Tenant to carry out construction, installation, maintenance or any other work on the Structure must be pre-approved by the Landlord prior to the pre-construction meeting. Contractor information to include at the minimum:

- i. Name and contact information;
- ii. Experience (with water storage tank installations); and
- iii. OSHA violations within the previous three (3) years.

Landlord retains sole discretion and reserves the right to reject any and all contractors Tenant may choose for the installation work as determined to be in the best interests of Landlord and to waive any informalities.

(g) Inspection. Consulting engineering inspection will be provided beginning with the pre-construction conference and continuing through installation, construction, punch-list and verification of as-builts at project completion as determined solely by Landlord, at Tenant's expense. Landlord will not arbitrarily require more inspections than are reasonably necessary to ensure the continued delivery of service and security of Landlord's Property and the Structure. Tenant shall pay for all costs of Landlord's inspections and installation project management costs pursuant to Subsection 2(e). Notwithstanding anything to the contrary, prior to energizing any future modifications to Tenant's Antenna Facilities, all punch-list items related to installation must be substantially complete (the exception may be weather-related finish painting, etc., as determined by Landlord).

(h) Tenant's Operation and On-Going Maintenance. Tenant shall have the right, at its sole expense, to operate and maintain the Antenna Facilities on the Leased Premises, as depicted on **Exhibit B**, in accordance with good engineering practices and all applicable FCC rules and regulations. Tenant's construction of all Antenna Facilities shall be done according to plans approved by Landlord. Any damage done by Tenant, its employees or agents to the Leased Premises or any other portion of Landlord's Property including the Structure during construction or during operations, shall be repaired by Tenant at Tenant's expense within thirty (30) days after notification of damage. The Antenna Facilities shall remain the exclusive property of the Tenant, unless otherwise provided in the Lease. Tenant's Antenna Facilities shall be maintained in a good state of repair, at least equal to the standard of maintenance of the Landlord's facilities on or adjacent to the Leased Premises. If Tenant's Antenna Facilities are mounted on the Structure they shall, at all times, be painted, at Tenant's expense, the same color as the Structure. Landlord reserves the right to require or waive this requirement as it pertains to feed line, jumpers, brackets, connectors and other ancillary equipment on a case-by-case basis, depending on the installation configuration. Tenant further agrees to operate and maintain, at Tenant's sole expense, the

Generator in accordance with good engineering practices and accepted industry standards. Tenant shall further repair any and all damage caused by the use of the Generator upon Landlord's Property. All expenses incurred by Landlord hereunder, including attorneys' fees, shall be paid by Tenant to Landlord upon demand.

(i) No Interference. Tenant shall, at its own expense, maintain any equipment on or attached to the Leased Premises and owned by Tenant in a safe condition, in good repair and in a manner suitable to Landlord so as not to conflict with the use of the surrounding Landlord's Property by Landlord. Tenant shall not unreasonably interfere with the operations of any prior tenant using the Structure and shall not interfere with the working use of the water storage facilities or anything to be placed thereon by Landlord.

(j) Access. Tenant, at all times during this Lease, shall have exclusive access to its Antenna Facilities and Generator located on the Leased Premises in order to install, operate, repair and maintain its Antenna Facilities and Generator. Tenant shall request access to the Structure by telephone or email twenty-four (24) hours in advance, except in an emergency, and Landlord approval thereof shall not be unreasonably withheld or delayed. Access to Antenna Facilities on the Structure shall be with prior telephonic or email notice; Tenant's employees or contractors must provide identification; and such access must occur in the presence of a Landlord designated employee. Both Landlord and Tenant shall maintain a written record of all site visits, including the name of all personnel. In the event it is necessary for Tenant to have access to the Structure at some time other than the normal working hours of Landlord, Landlord may charge Tenant for whatever expense, including employees' wages that Landlord may incur in providing such access to Tenant.

(k) Payment of Utilities. Landlord makes no representations that utilities adequate for Tenant's use of the Leased Premises are available. Tenant shall separately meter charges for the consumption of electricity and other utilities associated with its use of the Leased Premises and shall be responsible to promptly pay all costs associated therewith. Landlord will cooperate with Tenant in Tenant's efforts to obtain utilities from any location provided by the servicing utility.

6. EMERGENCY FACILITIES. In the event of a natural or manmade disaster, in order to protect the health, welfare and safety of the community, Tenant may erect additional Antenna Facilities and install additional equipment on a temporary basis on the Leased Premises to ensure continuation of service. Such temporary operation shall not exceed ninety (90) days unless Tenant obtains written approval from the Landlord.

7. LANDLORD'S MAINTENANCE, IMPROVEMENT EXPENSES. All modifications to the Leased Premises and all improvements made for Tenant's benefit shall be at the Tenant's expense. Upon notice from Landlord, Tenant shall promptly pay to Landlord expenses incurred in maintaining the Leased Premises directly caused by Tenant's occupancy of the Leased Premises.

8. ADDITIONAL BUILDINGS. Tenant acknowledges that Landlord may permit additional buildings to be constructed on Landlord's Property. At such time as this may occur, Landlord may permit said buildings to be placed immediately adjacent to Tenant's building. Said attachments will be made at no cost to Landlord or Tenant, will not compromise the structural integrity of

Tenant's building, and will not unreasonably interfere with the operation and maintenance of Tenant's Antenna Facilities or Generator.

9. RELOCATING DURING RECONDITIONING, PAINTING AND REPAIRS. In the event that Landlord elects to recondition, paint or otherwise undertake maintenance of the Structure or Landlord's Property or the Leased Premises requiring the temporary relocation or removal of the Antenna Facilities, Tenant shall remove its Antenna Facilities at Tenant's cost, to allow such maintenance, repair, repainting, restoration or other activity as required by Landlord. Except in the case of an emergency, Landlord shall give Tenant at least one hundred and eighty (180) days' notice prior to initiating such maintenance. In case of emergency, Landlord may remove Tenant's Antenna Facilities but shall notify Tenant by telephone within a reasonable time. An "emergency" shall be deemed to exist only in those situations which constitute an immediate threat to the health or safety of the public or immediate danger to Landlord's Property or the Structure. In the event the use of Tenant's Antenna Facilities is interrupted, Tenant shall have the right to maintain mobile cellular equipment on Landlord's Property. Tenants will have priority based on the date of their leases (with the existing leases having highest priority) if space is limited. If Landlord's Property will not accommodate mobile equipment, it is Tenant's responsibility to locate auxiliary sites at its sole cost and expense. After receiving notice, Tenant must relocate or remove Antenna Facilities at its sole cost and expense. If Tenant fails to remove Antenna Facilities within the timeframe stated in the notice, Landlord may remove Antenna Facilities and store the Antenna Facilities accordingly. Tenant shall be required to reimburse Landlord for any reasonable additional expenses incurred by Landlord for removing and storing the Antenna Facilities. Landlord shall provide an itemized statement of additional costs incurred by Landlord. Tenant shall be responsible for reinstalling its Antenna Facilities following completion of the work, at its sole cost and expense.

10. DEFENSES AND INDEMNIFICATION.

(a) General. Landlord and Tenant each indemnify the other and hold harmless the other and their elected officials, officers, employees, agents and representatives, from and against any and all costs (including reasonable attorneys' fees and expenses) and claims, losses, actions, demands, damages, obligations, liabilities and liens which arise out of (i) the breach of the Lease by the indemnifying Party; and (ii) the use and/or occupancy of the Landlord's Property, except for any claims, losses, actions, demands, damage, obligations, liabilities and liens arising from any negligent or intentional misconduct of the indemnified Party. Tenant shall defend Landlord from all claims arising out of the installation, operation, use, maintenance, repair, removal or presence of Tenant's Antenna Facilities, equipment, Generator and related facilities on the Leased Premises. The obligations in this Subsection 10(a) shall survive termination of this Lease.

(b) Hazardous Materials. Without limiting the scope of Subsection 10(a) above, Tenant shall be solely responsible for and will defend, indemnify and hold Landlord, its agents and employees, harmless from and against any and all claims, costs and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the cleanup or restoration of the Leased Premises associated with Tenant's use of Hazardous Materials. For purposes of this Lease, "Hazardous Materials" shall be interpreted broadly and specifically includes, without limitation,

asbestos, fuel, batteries or any hazardous substance, waste or material as defined in any federal, state or local environmental or safety laws or regulations including, but not limited to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).

(c) Tenant's Warranty. Tenant represents and warrants that its use of the Leased Premises will not generate and Tenant will not store or dispose of on the Leased Premises, nor transport to or over the Leased Premises, any Hazardous Materials, unless Tenant specifically informs Landlord thereof in writing twenty-four (24) hours prior to such storage, disposal or transport, or otherwise as soon as Tenant becomes aware of the existence of Hazardous Materials on the Leased Premises; Tenant shall provide initial and annual updates of Safety Data Sheets (SDS) on all Hazardous Materials that are part of, or necessary to, the operation of the Antenna Facilities and maintenance thereof. Tenant warrants that no hazardous material supplies used in routine maintenance or repair will be stored on the Leased Premises. The obligations of this Subsection 10(c) shall survive the expiration or other termination of this Lease.

11. INSURANCE.

(a) Workers' Compensation. Tenant must maintain Workers' Compensation insurance in compliance with all applicable statutes. The policy shall also provide Employer's Liability coverage with limits of not less than Five Hundred Thousand Dollars (\$500,000) Bodily Injury each accident, Five Hundred Thousand Dollars (\$500,000) bodily injury by disease, policy limit, and not less than Five Hundred Thousand Dollars (\$500,000) Bodily Injury by disease, each employee.

(b) General Liability. Tenant must maintain an occurrence form Commercial General Liability Coverage. Such coverage shall provide for third party bodily injury and property damage arising out of the use, maintenance or operation of the Leased Premises, Antenna Facilities and Generator. Tenant must maintain aforementioned Commercial General Liability Coverage with limits of Liability of \$1,500,000 each occurrence and; \$3,000,000 general aggregate, including \$3,000,000 products and completed operations aggregate and personal and advertising injury. These limits may be satisfied by the Commercial General Liability Coverage or in combination with an Umbrella or Excess Liability Policy, provided coverage afforded by the Umbrella or Excess Policy is no less than the underlying Commercial General Liability Coverage.

(c) Automobile Liability. Tenant must carry Commercial Automobile Liability coverage in an amount of \$1,500,000 combined single limit each accident for bodily injury and property damage covering all owned, non-owned and hired vehicles. The liability limits may be afforded under the Commercial Automobile Liability Policy, or in combination with an Umbrella or Excess Liability Policy provided coverage afforded by the Umbrella or Excess Policy is no less than the underlying Commercial Automobile Liability Coverage.

(d) Tenant Property Insurance. Tenant must keep in force for the duration of the Lease a policy covering damages to its Antenna Facilities and Generator at the Leased Premises. The amount of coverage shall be sufficient to replace the damaged property, loss of use and comply with any ordinance or law.

(e) Adjustment of Insurance Coverage Limits. Notwithstanding the foregoing insurance requirements of Tenant, Tenant agrees to periodically review and adjust insurance coverage limits in accordance with then-current market and industry standards during the Initial Term and any Renewal Term.

(f) Additional Insured - Certificate of Insurance. Tenant shall provide, prior to tenancy, evidence of the required insurance in the form of a Certificate of Insurance issued by a company with a minimum AM Best Rating of A- according to the latest Best edition, licensed, authorized or permitted to do business in the state of Minnesota, which evidences all coverages required in this Section 11. Tenant will include Landlord as an Additional Insured on the Commercial General Liability and Commercial Automobile Liability Policies, but only to the extent allowed in Section 10, Defense and Indemnification, of this Lease. The Certificate(s) shall also provide the coverage may not be canceled without thirty (30) days prior written notice to Landlord.

12. REIMBURSEMENT OF EXPENSES BY TENANT. If Tenant fails to reimburse Landlord for its expenses within sixty (60) days after receipt of an invoice from Landlord or such other timeframe as specified in this Lease, or if Tenant fails to provide information required by this Lease within thirty (30) days after notice from Landlord, Tenant shall be deemed to be in default under this Lease and subject to lease termination as provided in Paragraph 13(a)(i). In addition to being in default hereunder, Tenant shall pay a penalty to Landlord in the amount of one (1) month's Rent for each month that Tenant fails to pay the invoice submitted by Landlord and/or provide the documents required as the case may be. The terms of this Section shall survive the termination or expiration of this Lease.

13. LEASE TERMINATION.

(a) Events of Termination. Except as otherwise provided herein, this Lease may be terminated by either Party upon sixty (60) days written notice to the other Party, provided in accordance with Section 26, Notices, of this Lease, as follows:

- i. By either Party upon a default of any covenant or term hereof by the other Party, which default is not cured within thirty (30) days of receipt of written notice of default to the other Party (without, however, limiting any other rights of the Parties pursuant to any other provision hereof); or
- ii. By Tenant for cause if it is unable to obtain or maintain any license, permit or other governmental approval necessary for the construction and/or operation of the Antenna Facilities; or
- iii. By Tenant for cause if the Leased Premises become unusable under Tenant's design or engineering specifications for its Antenna Facilities, or the communications system to which the Antenna Facilities belong or for technological reasons, including, without limitation, shadowing or interference under Tenant's Antenna Facilities; or

- iv. By Landlord, upon one hundred eighty (180) days written notice if its Council decides, for any reason, to redevelop Landlord's Property in a manner inconsistent with continued use of the Leased Premises by Tenant, discontinue use of the Structure for water tower purposes and/or sell the Property; or
- v. By Landlord if it determines that the Structure is structurally unsound, including, but not limited to, consideration of age of the Structure, damage or destruction of all or part of the Structure on the Leased Premises from any source or factors relating to condition of the Leased Premises; or
- vi. By Landlord, upon nine (9) months' written notice, if an engineering study reasonably determines that a potential user with a higher priority under Subsection 5(a) above cannot find another adequate location, or the Antenna Facilities unreasonably interfere with another user with a higher priority, and that interference cannot be reasonably abated. If Landlord seeks to terminate this Lease pursuant to this Subparagraph 13a(vi) due to a priority user need related to public safety, then this Lease may be terminated by Landlord without further obligation to Tenant. If Landlord seeks to terminate this Lease pursuant to this Subparagraph 13a(vi) and the priority user's need is not related to public safety, then before terminating this Lease pursuant to this Subparagraph 13a(vi) Landlord shall make all reasonable efforts to arrange placement of the priority user in a way which will not necessitate the removal of Tenant or termination of this Lease. If Landlord is unable to arrange for mutual placement of Tenant and the priority user unrelated to public safety, Landlord may terminate this Lease pursuant to this Subparagraph 13a(vi), and Landlord shall use its best efforts to relocate Tenant, at Landlord's expense, to a Landlord-owned or leased location within the municipal boundaries of Cottage Grove, Minnesota; or
- vii. By Landlord if it determines that Tenant has failed to comply with applicable ordinances or state or federal law, or any conditions attached to government approvals granted thereunder after a thirty (30) day cure period.

(b) Notice of Termination. The Parties shall give notice of termination in writing in accordance with Section 26, Notices. Except as set forth herein, all Rent paid for the Lease prior to said termination date shall be retained by Landlord.

(c) Tenant's Liability for Early Termination. If Tenant terminates this Lease other than for cause or of right as provided in this Lease, in addition to Rent paid under this Lease, Tenant shall also pay to Landlord as liquidated damages for early termination, 150% of the annual Rent for the year in which Tenant terminates, unless Tenant terminates during the last year of any Term under Section 3 and Tenant has paid the annual rental for that year.

(d) Site Restoration. In the event that this Lease is terminated or not renewed, Tenant shall immediately remove its Antenna Facilities, Generator and related equipment from the Leased Premises, repair the site and restore the surface of the Structure. Should this situation

occur during the winter season, the restoration shall commence at the start of weather permissible to the quality of workmanship required by Landlord. Such time period shall be agreeable to Landlord and Tenant. In the event that Tenant's Antenna Facilities, Generator and related equipment are not removed to the reasonable satisfaction of the Landlord, they shall be deemed abandoned and become the property of the Landlord, and Tenant shall have no further rights thereto. In the event that Tenant's Antenna Facilities, Generator and related equipment are not removed to the reasonable satisfaction of the Landlord, Landlord shall have the option to take the following actions:

- i. Fully decommission the Antenna Facilities, have the Antenna Facilities and Generator removed, and repair the site and restore the Property, and bill the Tenant for the cost of such actions. If Landlord removes the Antenna Facilities, Generator or related equipment, Landlord must give written notice to any mortgagee of Tenant at the addresses provided, informing them that Antenna Facilities or related property have been removed and will be deemed abandoned if not claimed and the storage fees and other reasonable costs paid within sixty (60) days; or
- ii. Take full ownership of the Antenna Facilities and Generator and continue their operations at the expense and benefit of Landlord.

This provision shall survive the termination of this Lease. Landlord may waive any removal or restoration of Tenant's Antenna Facilities, Generator or related equipment.

14. DAMAGE OR DESTRUCTION. Tenant's installation of any future Antenna Facilities shall be done according to plans approved by Landlord. Any damage done to the Leased Premises or any other portion of Landlord's Property including the Structure during operations shall be repaired at Tenant's expense within thirty (30) days after notification of damage and to Landlord's reasonable satisfaction. If the Leased Premises are destroyed or damaged, without the contributory fault of Tenant or its agents, so as, in Tenant's judgment, to hinder its effective use of the Antenna Facilities, Tenant may elect to terminate this Lease upon sixty (60) days written notice to Landlord. In the event Tenant elects to terminate the Lease, Tenant shall be entitled to reimbursement of prepaid Rent covering the period subsequent to the date of damage to or destruction of the Leased Premises.

15. LIMITATION OF LANDLORD'S LIABILITY. If Landlord terminates this Lease other than for cause as of right as provided in this Lease, or Landlord causes interruption of the business of Tenant, or for any other Landlord breach of this Lease, Landlord's liability for damages to Tenant shall be limited to the actual and direct costs of the replacement of this site in Tenant's network including, without limitation, equipment removal, relocation or repair, and all cost associated with the identification of a new site for Tenant's replacement communications facility, applying for any necessary governmental approvals, and the cost of constructing a new antenna support structure, including without limitation, surveys, designs, foundation, steel, and erection of the structure and supporting facilities, but not including the Tenant's own communications equipment, and shall specifically exclude any recovery for value of the business of Tenant as a going concern, future expectation of profits, loss of business or profit or related damage to Tenant.

16. TEMPORARY INTERRUPTIONS OF SERVICE. If Landlord determines that continued operation of the Antenna Facilities would cause or contribute to an immediate threat to public health and/or safety (except for any issues associated with human exposure to radio frequency emissions, which is regulated by the federal government), Landlord may order Tenant to discontinue its operation. Tenant shall immediately comply with such an order. Service shall be discontinued only for the period that the immediate threat exists. If Landlord does not give prior notice to Tenant, Landlord shall notify Tenant as soon as possible after its action and give its reason for taking the action. Landlord shall not be liable to Tenant or any other party for any interruption in Tenant's service or interference with Tenant's operation of its Antenna Facilities, except as may be caused by the willful misconduct of Landlord, its employees or agents. If the discontinuance extends for a period greater than three (3) days, either consecutively or cumulatively, Tenant shall have the right to terminate this Lease within its sole discretion for cause and without payment of a termination fee. Further, Tenant shall be entitled to reimbursement of prepaid Rent covering the period subsequent to the date of service discontinuance.

17. TENANT INTERFERENCE.

(a) With Structure. In the performance of its approved use of the Antenna Facilities and Generator, Tenant shall at its own expense, maintain any equipment on or attached to the Leased Premises in a safe condition, in good repair and in a manner suitable to Landlord so as not to conflict with the use of the surrounding premises by Landlord. Tenant shall not interfere with Landlord's use of the Structure and agrees to cease all such actions that unreasonably and materially interfere with Landlord's use thereof no later than three (3) business days after receipt of written notice of the interference from Landlord. In the event that Tenant's cessation of action is material to Tenant's use of the Leased Premises and such cessation frustrates Tenant's use of the Leased Premises, within Tenant's sole discretion, Tenant shall have the immediate right to terminate this Lease for cause and without payment of a termination fee. Further, Tenant shall be entitled to a reimbursement of prepaid Rent covering the period subsequent to the date of interference from Landlord.

(b) With Higher Priority Users. If Tenant's Antenna Facilities cause impermissible interference with higher priority users as set forth under Subsection 5(a) or with pre-existing tenants, Tenant shall take all measures necessary to correct and eliminate the interference. If the interference cannot be eliminated with forty-eight (48) hours after receiving Landlord's written notice of the interference, Tenant shall immediately cease operating its Antenna Facilities and shall not reactivate operation, except intermittent operation for the purpose of testing, until the interference has been eliminated. If the interference cannot be eliminated with sixty (60) days after Tenant received Landlord's written notice, Landlord may at its option terminate this Lease immediately.

(c) Interference Study for New Occupants. Upon written notice by Landlord that it has a bona fide request from any other party to lease an area in close proximity to the Leased Premises ("Leased Premises Area"), Tenant shall provide to Landlord within sixty (60) days the radio frequencies currently in operation or anticipated by Tenant to be operated in the future of each transmitter and receiver installed and operational on the Leased Premises at the time of such

request. Landlord may then have an independent, registered professional engineer of Landlord's choosing perform the necessary interference studies to determine if the new applicant's frequencies will cause harmful radio interference to Tenant. Landlord shall require the new applicant to pay for such interference studies.

(d) Interference by New Occupants. Landlord agrees that it will not grant a future lease in the Leased Premises Area to any party who is of equal or lower priority to Tenant, if such party's use is reasonably anticipated to interfere with Tenant's operation of its Antenna Facilities. Landlord agrees further that any future lease of the Leased Premises Area will prohibit a user of equal or lower priority from interfering with Tenant's Antenna Facilities. Landlord agrees that it will require any subsequent tenants of equal or lower priority to Tenant to provide Tenant these same assurances against interference. Landlord shall have the obligation to eliminate any interference with the operation of Tenant caused by such subsequent occupants if such interference is not eliminated, Tenant shall have the right to terminate this Lease or seek injunctive relief against the interfering occupant, at Tenant's expense.

18. NOISE. All wireless service facilities, including the Generator, shall be constructed and operated in such a manner as to minimize the amount of noise impacts to residents of nearby homes and the users of recreational areas, such as public parks and trails. Noise attenuation measures shall be required for all air-conditioning units. Backup generators shall only be operated during power outages and for testing and maintenance purposes. At any time, noise attenuation measures may be required by Landlord when deemed necessary. Testing and maintenance activities that generate audible noise shall occur between the hours of eight o'clock (8:00) A.M. and five o'clock (5:00) P.M., weekdays (Monday through Friday, non-holiday) excluding emergency repairs, unless allowed at other times by Landlord. Testing and maintenance activities that do not generate audible noise may occur at any time, unless otherwise restricted by Landlord. The noise from the Generator must fall within the noise level limits set by the City. In the event that Tenant exceeds the noise level set forth by the City, Tenant shall take all such steps requested by the City to reduce the sound levels to the level approved by the City, including, but not limited to, installing additional mufflers, insulation, noise cancelling devices, or any other requirements that may be requested by the City, including but not limited to ceasing all operations of the Generator. All sound reduction measures requested by the City shall be performed at Tenant's sole cost and expense. If Tenant fails to immediately comply with the City's proposed sound reduction measures, Tenant shall be deemed in default hereunder and the City may take any and all measures to stop the use of the Generator.

19. ASSIGNMENT. This Lease, or rights thereunder, may not be sold, assigned or transferred at any time by Tenant except to Tenant's Affiliates without the written consent of Landlord, such consent not to be unreasonably withheld. For purposes of this Section, an "Affiliate" means an entity that controls, is controlled by or under common control with Tenant. Landlord hereby consents to the assignment by Tenant of its rights under this Lease as collateral to any entity that provides financing for the purchase of the equipment used by Tenant in connection with the provision of wireless telecommunication services.

20. CONDEMNATION. In the event the whole of the Leased Premises is taken by eminent domain, this Lease shall terminate as of the date title to the Leased Premises vests in the condemning authority. In the event a portion of the Leased Premises is taken by eminent domain, either Party shall have the right to terminate this Lease as of the said date of title transfer, by giving sixty (60) days written notice to the other Party. In the event of taking under the power of eminent domain, Tenant shall not be entitled to any portion of the reward paid for the taking and Landlord shall receive full amount of such award. Tenant hereby expressly waives any right or claim to any portion thereof. Although all damages, where awarded as compensation for diminution value in of the leasehold or to the fee of the Leased Premises, shall belong to Landlord, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord (unless Landlord is the condemning authority), such compensation as may be separately awarded or recoverable by Tenant on account of any and all damage Tenant's business and any costs or expenses incurred by Tenant in moving/removing its equipment, personal property, Antenna Facilities and leasehold improvements.

21. DISPUTES. Any claim, controversy or dispute arising out of this Lease not resolved within ten (10) days following written notice of the dispute shall be submitted first and promptly to mediation. Each Party shall bear its own cost of mediation. If mediation does not result in settlement within forty-five (45) days after the matter was submitted to mediation, either Party may file a claim in Washington County District Court.

22. ENFORCEMENT AND ATTORNEYS' FEES. In the event that either Party to this Lease shall bring a claim to enforce any rights hereunder, the prevailing Party shall be entitled to recover costs and reasonable attorneys' fees and other reasonable enforcement costs and expenses incurred as a result to such claim.

23. AUTHORITY. Each of the individuals executing this Lease on behalf of Tenant or Landlord represents to the other Party that such individual is authorized to do so by requisite action of the Party to this Lease.

24. BINDING EFFECT. This Lease shall run with the Leased Premises. This Lease shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties.

25. GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Minnesota, construed as having been delivered in the State of Minnesota and the Parties expressly agree that venue shall be in the State of Minnesota only, and in addition, Tenant hereby consents to the jurisdiction of the courts of the State of Minnesota, County of Washington.

26. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, or by courier services, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

If to Tenant: T-Mobile USAUSA, Inc.
12920 SE 38th Street

Bellevue, WA 98006
Attn: Lease Compliance / A1Q0770D

If to Landlord: City of Cottage Grove
City Administrator
12800 Ravine Parkway South
Cottage Grove, MN 55016

With a copy to: LeVander, Gillen & Miller, P.A.
Attn: Cottage Grove City Attorney
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121

27. ENTIRE AGREEMENT. This Lease and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the Parties and will supersede all offers, negotiations and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both Parties. The exhibits hereto are incorporated into this Lease by reference.

28. SEVERABILITY. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect as though the unenforceable provision were not contained herein.

29. MEMORANDUM. Upon request by either Party, the Parties agree to promptly execute and deliver a recordable Memorandum of this Lease in a form acceptable to both Parties, which may be recorded by the Party requesting the Memorandum of Lease.

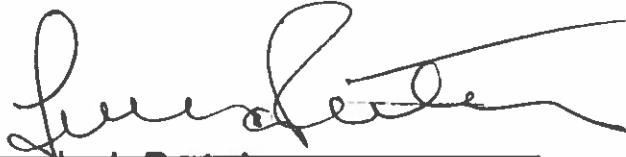
30. COUNTERPARTS. This Lease may be signed in counterpart by the Parties, each of which shall be deemed an original, but all of which when taken together, shall constitute a single instrument.

31. COOPERATION. The Parties hereby agree to cooperate with each other and their authorized representatives regarding any reasonable request made subsequent to execution of this Lease, to correct any clerical errors contained in this Lease and to provide any and all additional documentation deemed necessary by either Party to effectuate the transaction contemplated by this Lease. The Parties further agree that "to cooperate" as used in this Lease includes but is not limited to, the agreement by the Parties to execute or re-execute any documents that either Party reasonably deems necessary and desirable to carry out the intent to this Lease.

[The reminder of this page is intentionally left blank]

TENANT:

T-MOBILE CENTRAL LLC

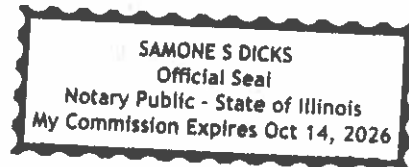
By: 
Name: Lucia Renteria
Its: Senior Director
Engineering - Regional Development

STATE OF IL)
COUNTY OF DuPage) ss.

On this 10th day of June, 2025, before me a Notary Public within and for said County, personally appeared Lucia Renteria to me personally known, who being by me duly sworn, did say that he/she is the Sr. Director, Dev Region of T-Mobile Central, LLC the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the limited liability company.


Notary Public

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



EXHIBT A

Legal Description of Property

Site located at 81st Street South and Innsdale Avenue South, in the City of Cottage Grove, County of Washington, State of Minnesota, legally described as follows:

Outlot A, Pineridge Addition, County of Washington, Minnesota, EXCEPT the easterly
220 feet of the westerly
370 feet of the northerly 200 feet of said Outlot A.

(PID # 16-027-21-12-0001)

1 ANTENNA KEY

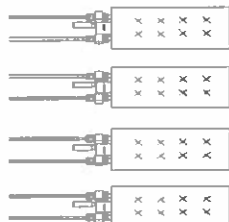
EQUIPMENT AND DATA						
	JO-100A	100000	EQUIPMENT	MODEL NO	QTY	STATUS
ARTIFICAL LEVEL	MOBA	100	ARTIF	ARTIF	3	PRODUCED
ARTIFICAL LEVEL	MOBA	100	ARTIF	ARTIF	3	PRODUCED
ARTIFICAL LEVEL	RAYCAP	100	RAYCAP	COOP	3	PRODUCED
ARTIFICAL LEVEL	MOBA	100	RAYCAP	COOP	3	PRODUCED

COAX COLOR CODING

- ANTENNAS WILL BE LABELED (BACK OF ANTENNA VIEW) RIGHT TO LEFT 1. X PORTS
- COAX/JUMPER LINES WILL BE IDENTIFIED BY SECTOR COLOR AND BY NUMBER OF BANDS AROUND THE COAX / JUMPER

[illegible]

EXAMPLE. COAX WITH FOUR BANDS OF RED TAPE WILL REPRESENT ALPHA SECTOR AND THE 4TH PORT OF ANTENNA

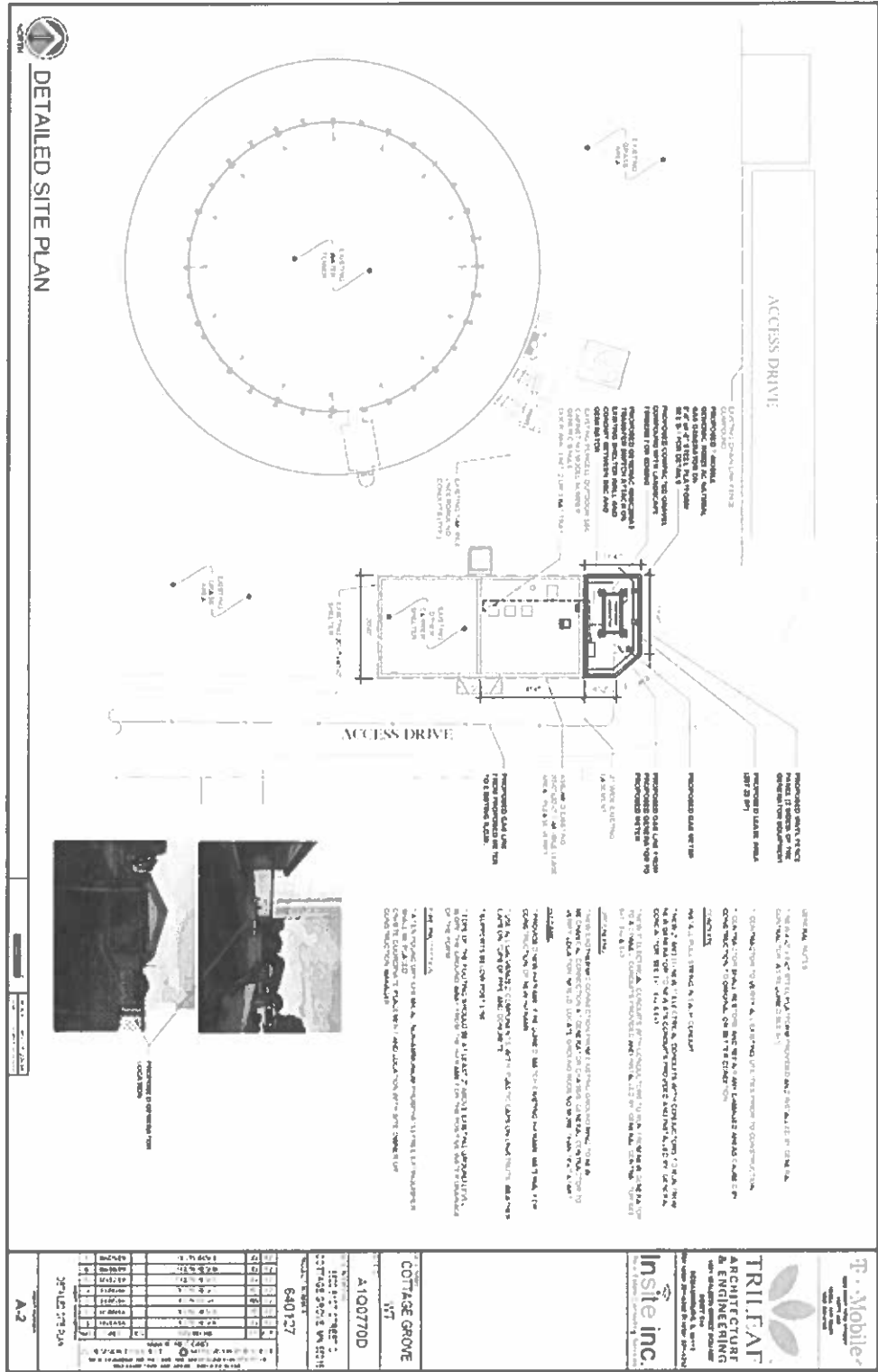


Q. 10. A number of 100 is written with the help of match sticks as shown below. How many match sticks are required to write the number 1000?

1. "THEY" IS "THEY".
2. "THEY" IS "THEY".
3. "THEY" IS "THEY".
4. "THEY" IS "THEY".
5. "THEY" IS "THEY".
6. "THEY" IS "THEY".
7. "THEY" IS "THEY".
8. "THEY" IS "THEY".
9. "THEY" IS "THEY".
10. "THEY" IS "THEY".

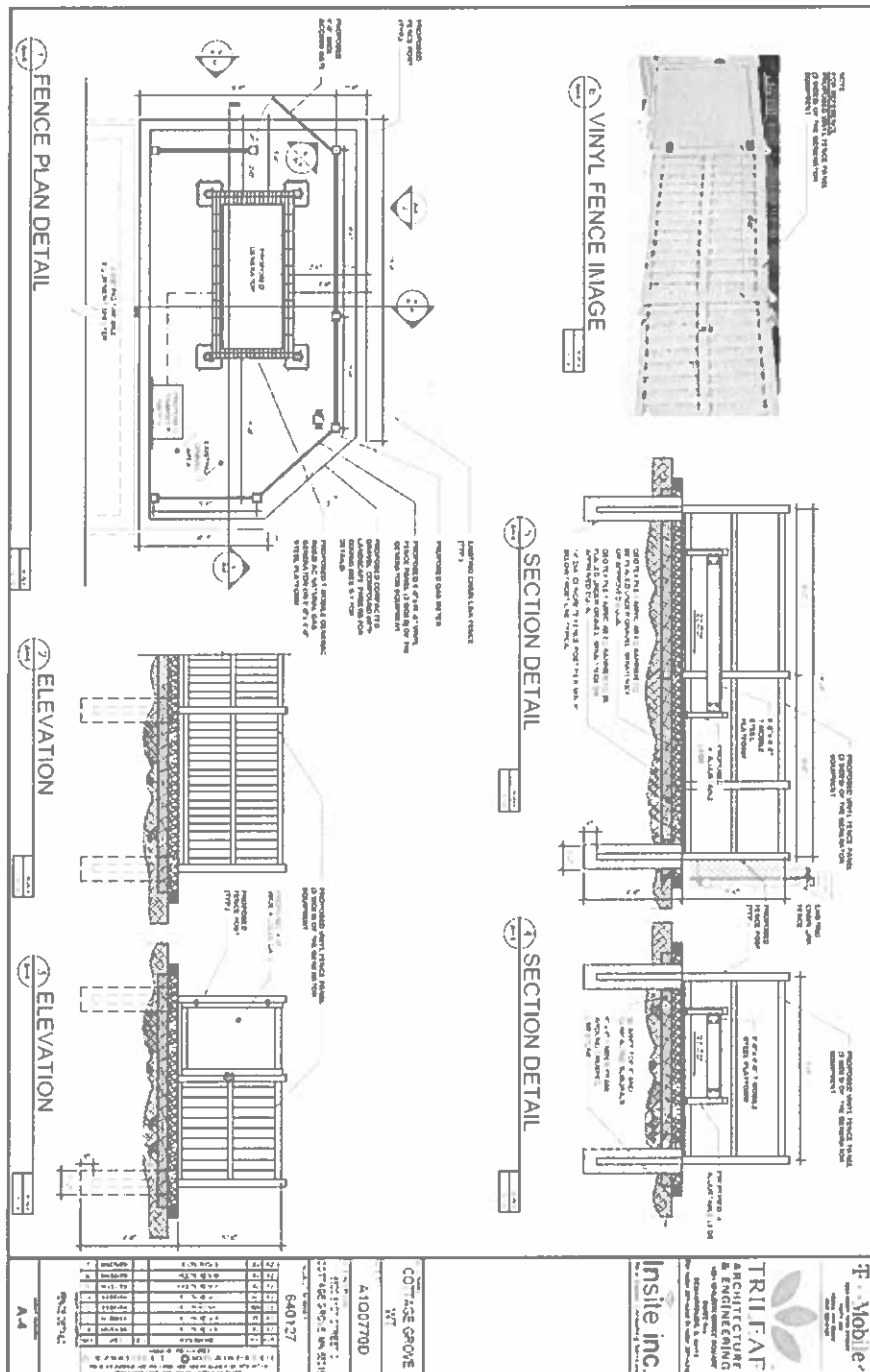
COAXTAGGING COLOR CODING

[illegible]



B-1

Generator Plans





City Council Action Request

8.A.

Meeting Date	6/18/2025				
Department	Finance				
Agenda Category	Action Item				
Title	Approve Disbursements				
Staff Recommendation	Approve disbursements from 05-30-2025 through 06-12-2025 in the amount of \$1,597,795.82.				
Budget Implication	N/A				
Attachments	<table><tr><td>1.</td><td>Expense Approval Report 6-18-2025 Council Meeting</td></tr><tr><td>2.</td><td>Payroll Check Register 06-18-25 Council Meeting</td></tr></table>	1.	Expense Approval Report 6-18-2025 Council Meeting	2.	Payroll Check Register 06-18-25 Council Meeting
1.	Expense Approval Report 6-18-2025 Council Meeting				
2.	Payroll Check Register 06-18-25 Council Meeting				



City Council Action Request

9.A.

Meeting Date	6/18/2025				
Department	Community Development				
Agenda Category	Action Item				
Title	Mississippi Landing 1st Addition Easement Vacation				
Staff Recommendation	1) Hold the public hearing. 2) Adopt Resolution 2025-088 vacating, rescinding, terminating and releasing certain easements over Outlot I in Mississippi Landing 1st Addition.				
Budget Implication	N/A				
Attachments	<table><tr><td>1.</td><td>Mississippi Landing Easement Vacation CC Memo</td></tr><tr><td>2.</td><td>Mississippi Landing Easement Vacation Resolution</td></tr></table>	1.	Mississippi Landing Easement Vacation CC Memo	2.	Mississippi Landing Easement Vacation Resolution
1.	Mississippi Landing Easement Vacation CC Memo				
2.	Mississippi Landing Easement Vacation Resolution				

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

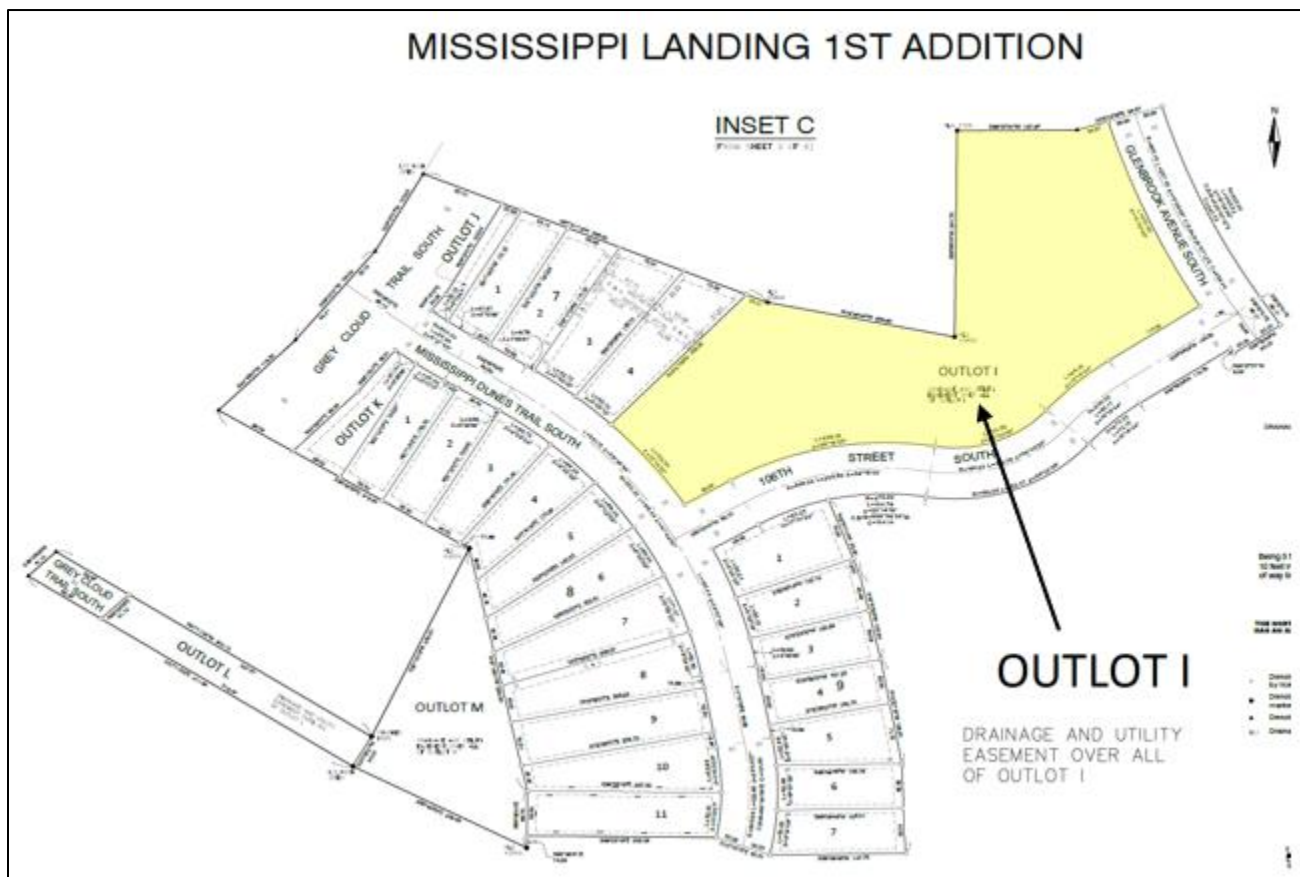
FROM: Emily Schmitz, Community Development Director

DATE: June 11, 2025

RE: Mississippi Landing 1st Addition Easement Vacation

Discussion

The Mississippi Landing 1st Addition plat was reviewed and approved by the City Council on May 1, 2024. As with all phased developments, outlots are created as part of the plat for future development phases. Outlot I (highlighted below) was platted as part of the Mississippi Landing 1st Addition plat for future development phases.



Outlot I Platted in 1st Addition

City standard requires a drainage and utility easement over future developable outlots to ensure city access to utility stubs and stormwater infrastructure if needed. A drainage and utility easement was platted over Outlot I; therefore, prior to the recording of the Mississippi Landing 2nd Addition plat creating developable lots within Outlot I, the drainage and utility easement must be vacated.



Mississippi Landing 2nd Addition Lots Proposed within Outlot I

The Mississippi Landing 2nd Addition final plat was reviewed and approved by the City Council at their April 2, 2025, meeting. The plat will be recorded at such time the drainage and utility easement over Outlot I has been vacated.

Recommendation

1. Hold the public hearing.
2. Adopt Resolution 2025-088 vacating, rescinding, terminating and releasing certain easements over Outlot I in Mississippi Landing 1st Addition.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2025-088

**A RESOLUTION VACATING, RESCINDING, TERMINATING AND RELEASING A
DRAINAGE AND UTILITY EASEMENT, PERTAINING TO REAL PROPERTY IN THE
CITY OF COTTAGE GROVE, MINNESOTA**

WHEREAS, there is a Drainage and Utility Easement over Outlot I Mississippi Landing 1st Addition on certain real property which was recorded in the Plat of Mississippi Landing 1st Addition in the office of the Washington County Recorder (“Drainage and Utility Easement”); and

WHEREAS, the City desires to vacate, rescind, terminate and release the Drainage and Utility Easement over Outlot I, Mississippi Landing 1st Addition that is recorded in the Plat.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Cottage Grove that the Drainage and Utility Easement over Outlot I, Mississippi Landing 1st Addition is hereby vacated, rescinded, terminated and released and is no longer in force or effect.

Adopted this 18th day of June 2025.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



City Council Action Request

10.A.

Meeting Date 6/18/2025

Department Public Works

Agenda Category Action Item

Title Intermediate Zone Water Treatment Plant - Bid Award

Staff Recommendation Adopt resolution 2025-084 awarding the Intermediate Zone Water Treatment Plant Project for the Base Bid and Alternate 1 to Rice Lake Construction Group, in the total amount of \$90,135,600.00

Budget Implication \$89,236,700 - 3M Settlement, \$67,300 - Park Improvement Fund, \$831,600 - Water Utility Fund

Attachments

1.	Memo
2.	Resolution
3.	Client Bid Results Ltr
4.	Bid Tabs



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

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

Date: June 12, 2025

Re: Intermediate Zone Water Treatment Plant Project – Bid Award

Background

On January 10, 2022, the City entered into a grant agreement with the Minnesota Pollution Control Agency (MPCA) for the Intermediate Zone Water Treatment Plant (IZWTP) Project. This agreement secured funding through the 3M Settlement Agreement to plan and design the water treatment plant that will serve the City's intermediate and high-pressure zones by removing PFAS from the water supply. This plant will treat the water from Wells 3, 4, 5, 6, 7, 8, 9, 11, and 12.

The Intermediate Zone Water Treatment Plant will be located on the property behind the City's Central Fire Station on 80th Street in Pine Tree Pond Park. The treatment capacity of the plant will be 14.5 MGD (million gallons per day) which is planned to provide adequate capacity for the intermediate and high-pressure zone until at least 2040. Ion Exchange Resin filter vessels will remove PFAS, which are preceded by gravity iron/manganese green sand media filters.

The major components of the treatment plant include the filter vessels, pre-treatment filters, chemical rooms, pump room, pipe gallery, back wash tanks, lamella plate settlers, sludge tank, clear wells, electrical room, office space and emergency generator.

The site work for the project will include the addition of a trail from Innsdale Avenue South traversing easterly, then northerly along the west side of the plant and the Fire Station parking lot, connecting to the trail along 80th Street. This improvement will be tracked separately since the trail is not eligible for 3M Settlement Funds. The project also includes well modifications necessary for the treatment plant/water system operation, however, there are various well related upgrades that are not Settlement Fund eligible and these costs will also be tracked separately.

The City's construction grant submittal for this project has been approved by the 3M Settlement Co-Trustees. The agreement is being processed for final signatures.

Discussion

Bids were opened Thursday, May 22, 2025. Three bids were received and the attached letter from Stantec summarizes the bid results. The lowest bid submitted was from Rice Lake Construction Group, in the total amount of \$90,135,600, which includes the base bid and Alternate 1. The original engineer's estimate for the 3M Settlement eligible items was \$111,871,000. The apparent low base bid was \$88,866,800 and Alternate 1, Remote Site Upgrades (described below) came in at \$1,268,800.

Alternate No. 1 is for VFD (Variable Frequency Drive) and control panel upgrades to Wells 4, 5, and 6, a VFD upgrade for Well 7, a new control panel for Well 9 and flow meters for Wells 4, 5, and 6 and the Low Zone Booster station. The VFD upgrade for Well 7, the new control panel for Well 9 and the flow meters for Wells 4, 5, and 6 and the Low Zone Booster station are not 3M Settlement eligible. Alternate 1 is required work, and it is recommended to be awarded. There was an Alternate 2 that was originally included which was removed during the bidding process.

Other ineligible costs include the trail from Innsdale Avenue South traversing easterly, then northerly along the west side of the plant and the Fire Station parking lot, connecting to the trail along 80th Street, two additional parking stalls at the Fire Station, replacement of the existing southerly driveway that provides access to the City ground storage tanks, and replacement of CIP (cast iron pipe) watermain along the west side of the plant and in the area of the ground reservoirs.

As part of the construction grant, the State is reimbursing the City for the value of the park land utilized for the treatment plant in the amount of \$678,000. These funds will go into the Park Improvement Fund and ultimately cover the costs of the trail, the parking stalls and other future enhancements.

The cost/funding breakdown based on the bid is as follows:

Item	Amount	Funding Source
Water Treatment Plant	\$89,236,700	3M Settlement
Trail, Parking Spaces	\$67,300	Park Improvement Fund
Southerly Driveway	\$50,200	Water Utility Fund
Remote Site Upgrades	\$304,500	Water Utility Fund
Water Main Replacement	\$476,900	Water Utility Fund
Total	\$90,135,600	

Recommendation

It is recommended that the City Council adopt resolution 2025-084 awarding the Intermediate Zone Water Treatment Plant Project for the Base Bid and Alternate 1 to Rice Lake Construction Group, in the total amount of \$90,135,600.00.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2025-084

**RESOLUTION AWARDING THE BID FOR THE INTERMEDIATE ZONE
WATER TREATMENT PLANT AND ALTERNATE 1 TO RICE LAKE
CONSTRUCTION GROUP IN THE AMOUNT OF \$90,135,600**

WHEREAS, plans and specifications were completed according to City Standards and Specifications; and

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

WHEREAS, three firms submitted bids; and

WHEREAS, it appears that Rice Lake Construction Group is the lowest responsible bidder; and

WHEREAS, it is the recommendation of the Public Works Director that the Base Bid and Alternate 1 be awarded to Rice Lake Construction Group, in the amount of \$90,135,600.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, that the Base Bid for the Low Zone Water Treatment Plant Project and Alternate 1 are awarded to Rice Lake Construction Group in the amount of \$90,135,600.

Passed this 18th day of June 2025.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



Stantec Consulting Services Inc.
733 Marquette Avenue, Suite 1000 Minneapolis, MN 55402

May 22, 2025

Honorable Mayor and City Council
City of Cottage Grove
12800 Ravine Pkwy S
Cottage Grove, MN 55016

Re: Intermediate Zone Water Treatment Plant
Stantec Project No. 193805302
Bid Results

Dear Honorable Mayor and City Council:

Bids were opened for the Project stated above on May 22, 2025. Transmitted herewith is a copy of the Bid Tabulation for your information and file. A copy will also be distributed to the Bidders once the Project has been awarded.

There were a total of 3 Bids. The following summarizes the results of the Bids received:

	Contractor	Total Base Bid	Alternate #1
Low	Rice Lake Construction Group	\$88,866,800.00	\$1,268,800.00
#2	Magney Construction, Inc.	\$93,393,568.00	\$1,266,300.00
#3	Market & Johnson	\$97,148,400.34	\$1,206,000.00

The low Bidder on the Project was Rice Lake Construction Group with a Total Base Bid Amount of \$88,866,800.00 which compares to the Engineer's Opinion of Probable Construction Cost of \$110,000,000.00. These Bids have been reviewed and found to be in order.

If the City Council wishes to award the Project to the low Bidder, then **Rice Lake Construction Group** should be awarded the Project on the Total Base Bid in the Amount of **\$88,866,800.00**

The bids also include an Alternate #1 for Remote Site Upgrades in the amount of \$1,268,800.00 for the Council's consideration. If the Council wishes to award Alternate #1, along with the Base Bid, the total adjusted bid amount is **\$90,135,600.00**.

Should you have any questions, please feel free to contact me at (612) 712-2025.

Sincerely,

STANTEC CONSULTING SERVICES INC.

Ryan Capelle, P.E.

Enclosure

Project Name: Intermediate Zone Water Treatment PlantI hereby certify that this is an exact
reproduction of bids received.

City Project No.: _____

Stantec Project No.: 193805302

Bid Opening: Thursday, May 22, 2025 at 2:00 PM CDTOwner: Cottage Grove, Minnesota
Ryan Capelle, P.E.
License No. 43142

Bidder No. 1

Bidder No. 2

Bidder No. 3

BID TABULATION

Rice Lake Construction Grp

Magney Construction, Inc.

Market & Johnson

Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total
PART 1 - CIVIL									
PART 1A - GENERAL									
1	MOBILIZATION	LS	1	\$3,200,000.00	\$3,200,000.00	\$345,000.00	\$345,000.00	\$5,000,000.00	\$5,000,000.00
2	TRAFFIC CONTROL	LS	1	\$17,000.00	\$17,000.00	\$1,180.00	\$1,180.00	\$10,650.00	\$10,650.00
3	STREET SWEEPER WITH OPERATOR	HR	100	\$240.00	\$24,000.00	\$232.00	\$23,200.00	\$220.95	\$22,095.00
4	TEMPORARY HYDRAULIC MATRIX	AC	8.6	\$3,800.00	\$32,680.00	\$5,000.00	\$43,000.00	\$3,484.80	\$29,969.28
5	SILT FENCE (MACHINE SLICED)	LF	9400	\$5.00	\$47,000.00	\$6.00	\$56,400.00	\$3.40	\$31,960.00
6	SEDIMENT CONTROL LOGS (TYPE COMPOST)	LF	500	\$5.00	\$2,500.00	\$6.00	\$3,000.00	\$3.97	\$1,985.00
7	TEMPORARY CONSTRUCTION ENTRANCE	CY	120	\$52.00	\$6,240.00	\$85.00	\$10,200.00	\$730.00	\$87,600.00
8	SECURITY FENCE	LF	2000	\$14.00	\$28,000.00	\$15.00	\$30,000.00	\$9.00	\$18,000.00
9	TEMPORARY ACCESS ROAD 3" WEARING COURSE MIXT	SY	500	\$122.00	\$61,000.00	\$45.00	\$22,500.00	\$25.00	\$12,500.00
10	SALVAGED TOPSOIL BORROW (LV)	CY	7000	\$20.00	\$140,000.00	\$11.00	\$77,000.00	\$7.25	\$50,750.00
11	CLEARING AND GRUBBING	EA	80	\$110.00	\$8,800.00	\$840.00	\$67,200.00	\$240.00	\$19,200.00
12	CLEARING AND GRUBBING	AC	1.4	\$6,800.00	\$9,520.00	\$19,000.00	\$26,600.00	\$30,000.00	\$42,000.00
TOTAL PART 1A - GENERAL					\$3,576,740.00		\$705,280.00		\$5,326,709.28
PART 1B - SANITARY SEWER									
13	IMPROVED PIPE FOUNDATION	LF	1000.00	\$2.00	\$2,000.00	\$1.00	\$1,000.00	\$30.00	\$30,000.00
14	TELEWISE SANITARY SEWER	LF	1000	\$8.00	\$8,000.00	\$7.00	\$7,000.00	\$11.00	\$11,000.00
15	4" PVC SANITARY SEWER PIPE, SCH 40	LF	80	\$125.00	\$10,000.00	\$113.00	\$9,040.00	\$23.00	\$1,840.00
16	6" PVC SANITARY SEWER PIPE, SCH 40	LF	80	\$95.00	\$7,600.00	\$141.00	\$11,280.00	\$26.00	\$2,080.00
17	12" PVC SANITARY SEWER PIPE, SCH 40	LF	80	\$155.00	\$12,400.00	\$170.00	\$13,600.00	\$200.00	\$16,000.00
18	12" PVC SANITARY SEWER PIPE, SDR 26	LF	760	\$425.00	\$323,000.00	\$508.00	\$386,080.00	\$180.00	\$136,800.00
19	CONSTRUCT 4' DIA SANITARY MH, INCL. R-1642-B CSTG	LF	15	\$565.00	\$8,475.00	\$2,285.00	\$34,275.00	\$1,400.00	\$21,000.00
20	4' DIA SANITARY MH, INCL. R-1642-B CSTG AND HDPE A	LF	85	\$565.00	\$48,025.00	\$1,376.00	\$116,960.00	\$380.00	\$32,300.00
21	4" PVC PLUG	EA	1	\$340.00	\$340.00	\$113.00	\$113.00	\$995.00	\$995.00
22	6" PVC PLUG	EA	1	\$400.00	\$400.00	\$141.00	\$141.00	\$1,020.00	\$1,020.00
23	12" PVC PLUG	EA	1	\$500.00	\$500.00	\$565.00	\$565.00	\$1,475.00	\$1,475.00
TOTAL PART 1B - SANITARY SEWER					\$420,740.00		\$580,054.00		\$254,510.00
PART 1C - WATERMAIN									
24	REMOVE WATERMAIN	LF	3150	\$30.00	\$94,500.00	\$12.00	\$37,800.00	\$15.00	\$47,250.00
25	ABANDON 12" CIP WATERMAIN	LF	200	\$50.00	\$10,000.00	\$34.00	\$6,800.00	\$20.00	\$4,000.00
26	REMOVE WATERMAIN VALVES	EA	6	\$950.00	\$5,700.00	\$565.00	\$3,390.00	\$1,020.00	\$6,120.00
27	6 INCH CONCRETE HYDRANT ACCESS PAD	SF	130	\$55.00	\$7,150.00	\$3.50	\$455.00	\$30.00	\$3,900.00
28	IMPROVED PIPE FOUNDATION	LF	6020	\$2.00	\$12,040.00	\$1.00	\$6,020.00	\$30.00	\$180,600.00
29	6" DIP WATERMAIN, CL. 52, INCL. POLY WRAP	LF	60	\$100.00	\$6,000.00	\$113.00	\$6,780.00	\$74.85	\$4,491.00

Bidder No. 1

Bidder No. 2

Bidder No. 3

BID TABULATION				Rice Lake Construction Grp		Magney Construction, Inc.		Market & Johnson	
Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total
30	12" DIP WATERMAIN, CL. 52, INCL. POLY WRAP	LF	460	\$150.00	\$69,000.00	\$153.00	\$70,380.00	\$115.00	\$52,900.00
31	16" DIP WATERMAIN, CL. 52, INCL. POLY WRAP	LF	1800	\$200.00	\$360,000.00	\$197.00	\$354,600.00	\$155.00	\$279,000.00
32	20" DIP WATERMAIN, CL. 52, INCL. POLY WRAP	LF	1200	\$255.00	\$306,000.00	\$255.00	\$306,000.00	\$200.00	\$240,000.00
33	24" DIP WATERMAIN, CL. 52, INCL. POLY WRAP	LF	2500	\$265.00	\$662,500.00	\$288.00	\$720,000.00	\$250.00	\$625,000.00
34	6" GATE VALVE & BOX	EA	6	\$2,800.00	\$16,800.00	\$3,388.00	\$20,328.00	\$3,475.00	\$20,850.00
35	12" BUTTERFLY VALVE & BOX	EA	2	\$5,600.00	\$11,200.00	\$5,648.00	\$11,296.00	\$6,400.00	\$12,800.00
36	16" BUTTERFLY VALVE & BOX	EA	13	\$9,600.00	\$124,800.00	\$9,602.00	\$124,826.00	\$9,850.00	\$128,050.00
37	20" BUTTERFLY VALVE & BOX	EA	1	\$14,000.00	\$14,000.00	\$17,508.00	\$17,508.00	\$15,025.00	\$15,025.00
38	24" BUTTERFLY VALVE & BOX	EA	11	\$18,000.00	\$198,000.00	\$18,638.00	\$205,018.00	\$19,900.00	\$218,900.00
39	HYDRANT	EA	5	\$10,000.00	\$50,000.00	\$7,342.00	\$36,710.00	\$7,600.00	\$38,000.00
40	HYDRANT (RAW WATER)	EA	1	\$10,000.00	\$10,000.00	\$7,342.00	\$7,342.00	\$7,600.00	\$7,600.00
41	DUCTILE IRON FITTINGS	LBS	20500	\$20.00	\$410,000.00	\$12.00	\$246,000.00	\$13.75	\$281,875.00
42	INSULATION (4" THICK)	SY	100	\$65.00	\$6,500.00	\$34.00	\$3,400.00	\$58.00	\$5,800.00
43	CONNECT TO EXISTING 16" WATERMAIN	EA	3	\$4,100.00	\$12,300.00	\$5,647.00	\$16,941.00	\$6,000.00	\$18,000.00
44	CONNECT TO EXISTING 18" WATERMAIN	EA	1	\$5,400.00	\$5,400.00	\$8,471.00	\$8,471.00	\$6,000.00	\$6,000.00
45	CONNECT TO EXISTING 20" WATERMAIN	EA	1	\$5,400.00	\$5,400.00	\$9,601.00	\$9,601.00	\$6,000.00	\$6,000.00
46	CONNECT TO EXISTING 24" WATERMAIN	EA	6	\$6,200.00	\$37,200.00	\$13,555.00	\$81,330.00	\$6,000.00	\$36,000.00
TOTAL PART 1C - WATER MAIN					\$2,434,490.00		\$2,300,996.00		\$2,238,161.00
PART 1D - STORM SEWER									
47	STORM DRAIN INLET PROTECTION (IN STREET)	EA	15	\$290.00	\$4,350.00	\$415.00	\$6,225.00	\$270.00	\$4,050.00
48	STORM DRAIN INLET PROTECTION (OFF STREET)	EA	3	\$290.00	\$870.00	\$416.00	\$1,248.00	\$270.00	\$810.00
49	IMPROVED PIPE FOUNDATION	LF	3015	\$2.00	\$6,030.00	\$1.00	\$3,015.00	\$30.00	\$90,450.00
50	20" DIP STORM SEWER, CL. 52, INCL. POLY WRAP	LF	130	\$240.00	\$31,200.00	\$283.00	\$36,790.00	\$200.00	\$26,000.00
51	24" DIP STORM SEWER, CL. 52, INCL. POLY WRAP	LF	770	\$275.00	\$211,750.00	\$310.00	\$238,700.00	\$250.00	\$192,500.00
52	30" DIP STORM SEWER, CL. 52, INCL. POLY WRAP	LF	255	\$400.00	\$102,000.00	\$405.00	\$103,275.00	\$400.00	\$102,000.00
53	DUCTILE IRON FITTINGS	LBS	10300	\$18.00	\$185,400.00	\$17.00	\$175,100.00	\$17.60	\$181,280.00
54	15" PVC STORM SEWER PIPE, SCH 40	LF	155	\$75.00	\$11,625.00	\$96.00	\$14,880.00	\$67.00	\$10,385.00
55	18" PVC STORM SEWER PIPE, SCH 40	LF	100	\$100.00	\$10,000.00	\$108.00	\$10,800.00	\$68.00	\$6,800.00
56	21" PVC STORM SEWER PIPE, SCH 40	LF	280	\$105.00	\$29,400.00	\$119.00	\$33,320.00	\$98.00	\$27,440.00
57	15" PVC STORM SEWER PIPE, PP	LF	570	\$60.00	\$34,200.00	\$85.00	\$48,450.00	\$28.00	\$15,960.00
58	18" PVC STORM SEWER PIPE, PP	LF	90	\$64.00	\$5,760.00	\$91.00	\$8,190.00	\$35.00	\$3,150.00
59	15" PVC STORM SEWER PIPE, SDR 35	LF	130	\$82.00	\$10,660.00	\$108.00	\$14,040.00	\$60.85	\$7,910.50
60	18" PVC STORM SEWER PIPE, SDR 35	LF	340	\$86.00	\$29,240.00	\$110.00	\$37,400.00	\$71.10	\$24,174.00
61	15" RCP STORM SEWER, CLASS 5	LF	130	\$100.00	\$13,000.00	\$96.00	\$12,480.00	\$59.15	\$7,689.50
62	24" RCP STORM SEWER, CLASS 3	LF	65	\$150.00	\$9,750.00	\$118.00	\$7,670.00	\$86.48	\$5,621.20
63	15" RCP FLARED END SECTION, INCL. TRASH GUARD	EA	2	\$2,250.00	\$4,500.00	\$4,520.00	\$9,040.00	\$2,970.00	\$5,940.00
64	24" RCP FLARED END SECTION, INCL. TRASH GUARD	EA	1	\$2,650.00	\$2,650.00	\$5,647.00	\$5,647.00	\$3,380.00	\$3,380.00
65	CLASS III RANDOM RIP RAP	CY	130	\$220.00	\$28,600.00	\$108.00	\$14,040.00	\$115.00	\$14,950.00
66	48" CBMH W/R-3067-V(B) AND HDPE RINGS	LF	12	\$1,650.00	\$19,800.00	\$1,524.00	\$18,288.00	\$884.00	\$10,608.00
67	48" CBMH W/R-4342 AND HDPE RINGS	LF	42	\$750.00	\$31,500.00	\$1,808.00	\$75,936.00	\$842.00	\$35,364.00
68	48" STMH W/ R-1642-B AND HDPE RINGS	LF	26	\$750.00	\$19,500.00	\$1,615.00	\$41,990.00	\$640.00	\$16,640.00
69	60" CBMH W/R-3067-V(B) AND HDPE RINGS	LF	10	\$800.00	\$8,000.00	\$1,581.00	\$15,810.00	\$977.00	\$9,770.00
70	60" STMH W/ R-1642-B AND HDPE RINGS	LF	7	\$1,000.00	\$7,000.00	\$1,778.00	\$12,446.00	\$1,225.00	\$8,575.00
71	72" CBMH W/ SUMP, W/R-3067-V(B) AND HDPE RINGS	LF	14	\$1,160.00	\$16,240.00	\$1,807.00	\$25,298.00	\$902.00	\$12,628.00
72	POND OUTLET CONTROL STRUCTURE	LF	17	\$1,780.00	\$30,260.00	\$2,281.00	\$38,777.00	\$538.00	\$9,146.00

Bidder No. 1

Bidder No. 2

Bidder No. 3

BID TABULATION

Rice Lake Construction Grp

Magney Construction, Inc.

Market & Johnson

Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total
73	6" PERFORATED PVC DRAIN TILE, SDR 26	LF	60	\$75.00	\$4,500.00	\$26.00	\$1,560.00	\$62.00	\$3,720.00
74	DRAIN TILE CLEAN OUT, SDR 26	EA	1	\$850.00	\$850.00	\$380.00	\$380.00	\$782.00	\$782.00
75	DRAIN TILE CLEAN OUT PROTECTIVE COVER	EA	1	\$850.00	\$850.00	\$169.00	\$169.00	\$573.00	\$573.00
76	OUTLET STRUCTURE FOR TANK OVERFLOW DISCHARGE	EA	1	\$94,000.00	\$94,000.00	\$52,000.00	\$52,000.00	\$56,020.00	\$56,020.00
77	OUTLET STRUCTURE FOR TANK OVERFLOW DISCHARGE	EA	1	\$102,700.00	\$102,700.00	\$63,865.00	\$63,865.00	\$68,415.00	\$68,415.00
78	TELEWISE STORM SEWER	LF	3015	\$8.00	\$24,120.00	\$7.00	\$21,105.00	\$8.65	\$26,079.75
79	CONNECT TO EXISTING STORM SEWER PIPE	EA	1	\$2,000.00	\$2,000.00	\$8,471.00	\$8,471.00	\$3,800.00	\$3,800.00
80	CLAY LINER	CY	1200	\$50.00	\$60,000.00	\$61.00	\$73,200.00	\$41.00	\$49,200.00
81	PLANTING MEDIUM	CY	200	\$80.00	\$16,000.00	\$73.00	\$14,600.00	\$65.00	\$13,000.00
TOTAL PART 1D - STORM SEWER					\$1,168,305.00		\$1,244,205.00		\$1,054,810.95
PART 1E - STREETS									
82	REMOVE BITUMINOUS PAVEMENT	SY	2650	\$8.00	\$21,200.00	\$5.00	\$13,250.00	\$5.00	\$13,250.00
83	SAWING BITUMINOUS PAVEMENT	LF	800	\$7.00	\$5,600.00	\$2.00	\$1,600.00	\$5.00	\$4,000.00
84	REMOVE CONCRETE CURB	LF	1800	\$3.00	\$5,400.00	\$6.00	\$10,800.00	\$4.80	\$8,640.00
85	PATCH BITUMINOUS PAVEMENT	SY	100	\$85.00	\$8,500.00	\$76.00	\$7,600.00	\$70.00	\$7,000.00
86	COMMON EXCAVATION (EV)	CY	44600	\$14.00	\$624,400.00	\$3.00	\$133,800.00	\$4.00	\$178,400.00
87	COMMON EMBANKMENT (CV)	CY	36300	\$2.00	\$72,600.00	\$3.00	\$108,900.00	\$2.00	\$72,600.00
88	SUBGRADE EXCAVATION	CY	3630	\$20.00	\$72,600.00	\$5.00	\$18,150.00	\$10.00	\$36,300.00
89	12" SALVAGED AGGREGATE BACKFILL (MODIFIED)	TN	6650	\$11.00	\$73,150.00	\$11.00	\$73,150.00	\$18.50	\$123,025.00
90	8" AGGREGATE BASE, CLASS 5, 100% CRUSHED LIMESTC	TN	4450	\$30.00	\$133,500.00	\$22.00	\$97,900.00	\$18.50	\$82,325.00
91	1.5" TYPE SP 9.5 VIRGIN WEARING COURSE MIXTURE (3,	TN	120	\$165.00	\$19,800.00	\$161.00	\$19,320.00	\$115.00	\$13,800.00
92	2" TYPE SP 9.5 NON WEARING COURSE MIXTURE (3,C)	TN	160	\$120.00	\$19,200.00	\$148.00	\$23,680.00	\$115.00	\$18,400.00
93	2" TYPE SP 12.5 NON WEARING COURSE MIXTURE (4,B)	TN	960	\$140.00	\$134,400.00	\$106.00	\$101,760.00	\$115.00	\$110,400.00
94	3" TYPE SP 12.5 VIRGIN WEARING COURSE MIXTURE (4,F	TN	1450	\$120.00	\$174,000.00	\$141.00	\$204,450.00	\$115.00	\$166,750.00
95	BITUMINOUS MATERIAL FOR TACK COAT	GL	440	\$2.00	\$880.00	\$6.00	\$2,640.00	\$1.00	\$440.00
96	B618 CONCRETE CURB AND GUTTER	LF	3550	\$35.00	\$124,250.00	\$35.00	\$124,250.00	\$28.53	\$101,281.50
97	SAWING BITUMINOUS PAVEMENT - TRAIL	LF	80	\$8.00	\$640.00	\$2.00	\$160.00	\$5.00	\$400.00
98	REMOVE BITUMINOUS TRAIL PAVEMENT	SY	450	\$4.00	\$1,800.00	\$6.00	\$2,700.00	\$5.00	\$2,250.00
99	AGGREGATE BASE, VIRGIN CLASS 5 - TRAIL	TN	550	\$42.00	\$23,100.00	\$22.00	\$12,100.00	\$18.50	\$10,175.00
100	3" TYPE SP 12.5 WEARING COURSE MIXTURE (2,C)	TN	250	\$130.00	\$32,500.00	\$172.00	\$43,000.00	\$115.00	\$28,750.00
101	AGGREGATE BASE, VIRGIN CLASS 5 - APRON	TN	160	\$40.00	\$6,400.00	\$23.00	\$3,680.00	\$18.50	\$2,960.00
102	4" CONCRETE APRON	SF	5700	\$16.00	\$91,200.00	\$14.00	\$79,800.00	\$9.62	\$54,834.00
103	AGGREGATE BASE, VIRGIN CLASS 5 - SIDEWALK	TN	200	\$30.00	\$6,000.00	\$46.00	\$9,200.00	\$18.50	\$3,700.00
104	6" CONCRETE WALK	SF	2650	\$14.00	\$37,100.00	\$12.00	\$31,800.00	\$11.82	\$31,323.00
105	TRUNCATED DOME PANEL	SF	40	\$75.00	\$3,000.00	\$75.00	\$3,000.00	\$52.89	\$2,115.60
106	4" SOLID LINE PAVEMENT MARKING	LF	600	\$3.00	\$1,800.00	\$2.00	\$1,200.00	\$1.50	\$900.00
107	HANDICAPPED MESSAGE	EA	1	\$115.00	\$115.00	\$200.00	\$200.00	\$133.00	\$133.00
108	SIGN PANELS TYPE C	SF	80	\$100.00	\$8,000.00	\$20.00	\$1,600.00	\$11.88	\$950.40
109	SALVAGE & REINSTALL CHAIN LINK FENCE	LF	550	\$26.00	\$14,300.00	\$25.00	\$13,750.00	\$12.00	\$6,600.00
TOTAL PART 1E - STREETS					\$1,715,435.00		\$1,143,440.00		\$1,081,702.50
PART 1F - LANDSCAPING									
110	SEEDING	AC	5	\$8,850.00	\$44,250.00	\$8,200.00	\$41,000.00	\$7,840.80	\$39,204.00
111	SEED	LB	300	\$4.00	\$1,200.00	\$4.00	\$1,200.00	\$3.50	\$1,050.00
112	HYDRAULIC MATRIX	AC	1.35	\$3,500.00	\$4,725.00	\$3,700.00	\$4,995.00	\$3,484.80	\$4,704.48

BID TABULATION				Bidder No. 1		Bidder No. 2		Bidder No. 3	
				Rice Lake Construction Grp		Magney Construction, Inc.		Market & Johnson	
Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total
113	SEED MIXTURE 25-141 W/ EROSION CONTROL BLANKET	SY	2300	\$3.00	\$6,900.00	\$1.50	\$3,450.00	\$1.44	\$3,312.00
114	SEED MIXTURE 24-261 W/ EROSION CONTROL BLANKET	SY	2500	\$4.00	\$10,000.00	\$3.30	\$8,250.00	\$3.15	\$7,875.00
115	SOD	SY	5570	\$5.00	\$27,850.00	\$4.70	\$26,179.00	\$4.50	\$25,065.00
116	ROCK MULCH & FABRIC - TRAP ROCK	CY	38	\$142.00	\$5,396.00	\$150.00	\$5,700.00	\$141.75	\$5,386.50
117	SHRUB (#5 CONT)	EA	104	\$100.00	\$10,400.00	\$100.00	\$10,400.00	\$95.11	\$9,891.44
118	PERENNIAL PLANTING (#1 CONT)	EA	56	\$70.00	\$3,920.00	\$70.00	\$3,920.00	\$66.79	\$3,740.24
119	PERENNIAL PLANTING (#2 CONT)	EA	10	\$70.00	\$700.00	\$75.00	\$750.00	\$71.71	\$717.10
120	OVERSTORY TREES - 2.5" CAL BB	EA	35	\$455.00	\$15,925.00	\$465.00	\$16,275.00	\$443.24	\$15,513.40
121	UNDERSTORY TREES - 1.5" CAL. BB	EA	18	\$425.00	\$7,650.00	\$413.00	\$7,434.00	\$392.66	\$7,067.88
122	CONIFEROUS TREES - 6' HT. BB	EA	43	\$400.00	\$17,200.00	\$392.00	\$16,856.00	\$372.99	\$16,038.57
123	8' ORNAMENTAL FENCE & CONCRETE MAINTENANCE S	LF	1650	\$300.00	\$495,000.00	\$285.00	\$470,250.00	\$240.00	\$396,000.00
124	24' FENCE GATE	EA	2	\$37,900.00	\$75,800.00	\$39,795.00	\$79,590.00	\$52,500.00	\$105,000.00
125	STEEL EDGING	LF	217	\$10.00	\$2,170.00	\$8.00	\$1,736.00	\$8.00	\$1,736.00
TOTAL PART 1F - LANDSCAPING					\$729,086.00		\$697,985.00		\$642,301.61
PART 1G - LIGHTING									
126	LIGHTING UNIT REMOVAL (LIGHT POLE AND LUMINAIRE	EACH	3	\$800.00	\$2,400.00	\$871.00	\$2,613.00	\$830.00	\$2,490.00
127	LIGHTING UNIT INSTALL (LIGHT POLE AND LUMINAIRE), 1	EACH	3	\$800.00	\$2,400.00	\$840.00	\$2,520.00	\$800.00	\$2,400.00
128	LIGHTING UNIT (LIGHT POLE AND LUMINAIRE), TYPE AA;	EACH	4	\$4,175.00	\$16,700.00	\$4,515.00	\$18,060.00	\$4,300.00	\$17,200.00
129	LIGHTING UNIT (LIGHT POLE AND LUMINAIRE), TYPE AA;	EACH	6	\$4,175.00	\$25,050.00	\$4,515.00	\$27,090.00	\$4,300.00	\$25,800.00
130	LIGHT FOUNDATION, TYPE E	EACH	13	\$2,425.00	\$31,525.00	\$1,785.00	\$23,205.00	\$1,700.00	\$22,100.00
131	UNDERGROUND WIRE, #8 AWG WIRE	LIN FT	7900	\$2.25	\$17,775.00	\$2.00	\$15,800.00	\$2.00	\$15,800.00
132	SIX STRAND FIBER OPTIC CABLE	LIN FT	1200	\$12.55	\$15,060.00	\$14.00	\$16,800.00	\$14.00	\$16,800.00
133	1.5" NON-METALLIC CONDUIT	LIN FT	3355	\$8.50	\$28,517.50	\$5.00	\$16,775.00	\$5.00	\$16,775.00
134	LIGHTING HANDHOLE	EACH	2	\$2,500.00	\$5,000.00	\$1,890.00	\$3,780.00	\$1,800.00	\$3,600.00
TOTAL PART 1G - LIGHTING					\$144,427.50		\$126,643.00		\$122,965.00
PART 1H - IRRIGATION SYSTEM									
135	ALL WORK AND COSTS ASSOCIATED WITH CONSTRUCTI	LS	1	\$140,000.00	\$140,000.00	\$105,000.00	\$105,000.00	\$100,000.00	\$100,000.00
TOTAL PART 1H - IRRIGATION SYSTEM					\$140,000.00		\$105,000.00		\$100,000.00
TOTAL PART 1A - GENERAL					\$3,576,740.00		\$705,280.00		\$5,326,709.28
TOTAL PART 1B - SANITARY SEWER					\$420,740.00		\$580,054.00		\$254,510.00
TOTAL PART 1C - WATER MAIN					\$2,434,490.00		\$2,300,996.00		\$2,238,161.00
TOTAL PART 1D - STORM SEWER					\$1,168,305.00		\$1,244,205.00		\$1,054,810.95
TOTAL PART 1E - STREETS					\$1,715,435.00		\$1,143,440.00		\$1,081,702.50
TOTAL PART 1F - LANDSCAPING					\$729,086.00		\$697,985.00		\$642,301.61
TOTAL PART 1G - LIGHTING					\$144,427.50		\$126,643.00		\$122,965.00
TOTAL PART 1H - IRRIGATION SYSTEM					\$140,000.00		\$105,000.00		\$100,000.00
TOTAL PART 1 - CIVIL					\$10,329,223.50		\$6,903,603.00		\$10,821,160.34
PART 2 - INTERMEDIATE ZONE WTP FACILITY									
136	All Work and costs associated with construction of the	LS	1	\$71,403,811.50	\$71,403,811.50	\$79,150,000.00	\$79,150,000.00	\$79,254,275.00	\$79,254,275.00
137	PFAS Contaminan Removal System Equipment Allowc	LS	1	\$2,490,065.00	\$2,490,065.00	\$2,490,065.00	\$2,490,065.00	\$2,490,065.00	\$2,490,065.00
138	Ion Exchange Resin Allowance - Media associated wi	LS	1	\$3,500,000.00	\$3,500,000.00	\$3,500,000.00	\$3,500,000.00	\$3,500,000.00	\$3,500,000.00
139	Chemical Feed Equipment Allowance - Equipment as	LS	1	\$938,900.00	\$938,900.00	\$938,900.00	\$938,900.00	\$938,900.00	\$938,900.00

BID TABULATION				Bidder No. 1		Bidder No. 2		Bidder No. 3	
				Rice Lake Construction Grp		Magney Construction, Inc.		Market & Johnson	
Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total
140	Video Surveillance System Computer Hardware Allow	LS	1	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00
	TOTAL PART 2 - INTERMEDIATE ZONE WTP FACILITY				\$78,338,776.50		\$86,084,965.00		\$86,189,240.00
	PART 3 - DEMOLITION OF EXISTING FACILITIES								
141	All Work and costs associated with the demolition anc	LS	1	\$198,800.00	\$198,800.00	\$405,000.00	\$405,000.00	\$138,000.00	\$138,000.00
	TOTAL PART 3 - DEMOLITION OF EXISTING FACILITIES				\$198,800.00		\$405,000.00		\$138,000.00
	ALTERNATE 1 - REMOTE SITE UPGRADES								
142	All work associated with the remote well sites as defin	LS	1	\$1,268,800.00	\$1,268,800.00	\$1,266,300.00	\$1,266,300.00	\$1,206,000.00	\$1,206,000.00
	TOTAL ALTERNATE 1 - REMOTE SITE UPGRADES				\$1,268,800.00		\$1,266,300.00		\$1,206,000.00
	TOTAL PART 1 - CIVIL				\$10,329,223.50		\$6,903,603.00		\$10,821,160.34
	TOTAL PART 2 - INTERMEDIATE ZONE WTP FACILITY				\$78,338,776.50		\$86,084,965.00		\$86,189,240.00
	TOTAL PART 3 - DEMOLITION OF EXISTING FACILITIES				\$198,800.00		\$405,000.00		\$138,000.00
	TOTAL BASE BID				\$88,866,800.00		\$93,393,568.00		\$97,148,400.34
	ALTERNATE 1 - REMOTE SITE UPGRADES				\$1,268,800.00		\$1,266,300.00		\$1,206,000.00
	INTERMEDIATE ZONE WTP SUBSTITUTE ITEMS								
	Provide manufacturer information for equipment included in the Part 2 Lump Sum bid amount as well as substitute items and associated price add/deduct.								
	ITEM: PRE-TREATMENT FILTER EQUIPMENT								
	BASE BID MANUFACTURER _____				WesTech				Tonka a Kurita Company
	SUBSTITUTE MANUFACTURER _____								
	ADD OR DEDUCT								
	ITEM: AIR COMPRESSOR								
	BASE BID MANUFACTURER _____				Quincy				Quincy
	SUBSTITUTE MANUFACTURER _____								
	ADD OR DEDUCT								
	ITEM: _____								
	BASE BID MANUFACTURER _____								
	SUBSTITUTE MANUFACTURER _____								
	ADD OR DEDUCT								
	ITEM: _____								
	BASE BID MANUFACTURER _____								
	SUBSTITUTE MANUFACTURER _____								
	ADD OR DEDUCT								
	ITEM: _____								
	BASE BID MANUFACTURER _____								

BID TABULATION				Bidder No. 1 Rice Lake Construction Grp		Bidder No. 2 Magney Construction, Inc.		Bidder No. 3 Market & Johnson	
Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total
SUBSTITUTE MANUFACTURER _____ ADD OR DEDUCT									
ITEM: _____ BASE BID MANUFACTURER _____ SUBSTITUTE MANUFACTURER _____ ADD OR DEDUCT									
Contractor Name and Address:				Rice Lake Construction Grp 22360 County Road 12 Deerwood, MN 56444		Magney Construction, Inc. 1401 Park Road Chanhassen, MN 55317		Market & Johnson 2350 Galloway Street Eau Claire, WI 54703	
Phone:				218-546-5519		952-474-1674		715-834-1213	
Email:				estimating@ricelake.org		Kevin@magneyconstruction.com		Bidding@Market-Johnson.com	
Signed By:				Wade Leonard		Kevin Vranicar		Brittany Gerth	
Title:				President		President		Director of Accounting	
Bid Security:				Bid Bond		Bid Bond		Bid Bond	
Addenda Acknowledged:				6		6		6	



City Council Action Request

10.B.

Meeting Date	6/18/2025						
Department	Engineering						
Agenda Category	Action Item						
Title	2025 Sewer Lining - Bid Award						
Staff Recommendation	Adopt Resolution 2025-089 awarding the 2025 Sewer Lining Project to Hydro-Klean, LLC for the Total Base Bid Amount of \$779,748.90.						
Budget Implication	\$779,748.90 - Utility Funds						
Attachments	<table><tr><td>1.</td><td>135821 Bid Results Letter</td></tr><tr><td>2.</td><td>3-2025-06-18 Trunk Sewer Lining Bid Award Resolution Final</td></tr><tr><td>3.</td><td>2025-06-11 135821 Abstract of Bids</td></tr></table>	1.	135821 Bid Results Letter	2.	3-2025-06-18 Trunk Sewer Lining Bid Award Resolution Final	3.	2025-06-11 135821 Abstract of Bids
1.	135821 Bid Results Letter						
2.	3-2025-06-18 Trunk Sewer Lining Bid Award Resolution Final						
3.	2025-06-11 135821 Abstract of Bids						



Real People. Real Solutions.

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

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

June 11, 2025

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

Re: Bid Results
Sewer Lining Project
BMI Project No. 24X.135821

Dear Honorable Mayor and City Council:

Bids for the Sewer Lining Project were opened on Wednesday, June 11, 2025. A total of two (2) bids were received. Below is the summary of bids:

	Contractor	Base Bid
1.	Hydro-Klean, LLC	\$779,748.90
2.	Insituform Technologies	\$906,526.00

The low Bidder on the Project was Hydro-Klean, LLC with a Total Base Bid Amount of \$779,748.90, which was under the Engineer's Estimate of \$800,000.00. If the City Council decides to award the Project to the low bidder, then Hydro-Klean, LLC should be awarded the Project on the Total Base Bid Amount of **\$779,748.90.**

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

Sincerely,
Bolton & Menk, Inc.

Michael Boex, PE

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2025-089

**RESOLUTION AWARDING THE BID FOR THE
2025 SEWER LINING PROJECT
TO HYDRO-KLEAN, LLC
IN THE TOTAL AMOUNT OF \$779,748.90**

WHEREAS, plans and specifications for the 2025 Sewer Lining Project were completed according to City standards; and

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

WHEREAS, 2 firms submitted bids; and

WHEREAS, it appears that Hydro-Klean, LLC provided the lowest responsible bid; and

WHEREAS, it is the recommendation of the City Engineer that the bid be awarded to Hydro-Klean, LLC in the total amount of \$779,748.90.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, the bid for the 2025 Sewer Lining Project is awarded to Hydro-Klean, LLC in the total amount of \$779,748.90.

Passed this 18th day of June, 2025.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

ABSTRACT OF BIDS

2025 SEWER LINING

CITY OF COTTAGE GROVE, MINNESOTA

PROJECT NO. 24X.135821.000

Bid: June 11, 2025 at 10:30 a.m.

				1		2	
				Hydro-Klean, LLC		Insituform Technologies USA, LLC	
				Des Moines, IA		Chesterfield, MO	
ITEM NO.	ITEM	APPROX. QUANT.	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	MOBILIZATION	1	LS	\$9,873.70	\$9,873.70	\$36,500.00	\$36,500.00
2	TRAFFIC CONTROL	1	LS	\$6,000.00	\$6,000.00	\$14,545.00	\$14,545.00
3	BYPASS PUMPING	1	LS	\$288,000.00	\$288,000.00	\$353,807.00	\$353,807.00
4	CLEANING AND TELEVISIONING SEWER - 24"	2,405	LF	\$8.74	\$21,019.70	\$16.00	\$38,480.00
5	24" CIPP LINING	2,405	LF	\$183.10	\$440,355.50	\$186.00	\$447,330.00
6	TRIM PROTRUDING TAP	1	EA	\$500.00	\$500.00	\$2,841.00	\$2,841.00
7	LATERAL REINSTATEMENT - CIPP	1	EA	\$1,500.00	\$1,500.00	\$1,659.00	\$1,659.00
8	PATCH STRUCTURE	2	EA	\$5,000.00	\$10,000.00	\$2,841.00	\$5,682.00
9	ADJUST MANHOLE CASTING WITH NEW HDPE ADJUSTING RINGS	1	EA	\$2,500.00	\$2,500.00	\$5,682.00	\$5,682.00
TOTAL BID:					\$779,748.90		\$906,526.00



City Council Action Request

11.A.

Meeting Date 6/18/2025

Department Public Safety

Agenda Category Action Item

Title Tobacco/THC Compliance Check Violation

Staff Recommendation 1) Allow a HighNorth Dispensary business representative to respond to the City Council regarding the Cannabinoid & Low Potency THC, underage sale compliance check violation occurring May 21, 2025. 2) Approve Resolution 2025-093, imposing the scheduled penalty for the 2nd violation in a 24-month period of a \$1,000 fine plus a three-day suspension.

Budget Implication N/A

Attachments	1.	THC Compliance Check Violation Highnorth
	2.	Highnorth Resolution 6-17-25 rev
	3.	Letter to Highnorth Dispensary
	4.	Police Report CG25018427



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

From: Peter J Koerner, Director of Public Safety
Michael McCormick, Community Impact Sergeant

Date: June 12, 2025

Subject: **TOBACCO/THC OMPLIANCE CHECK VIOLATION**

BACKGROUND

On May 21, 2025, the Cottage Grove Public Safety Department conducted tobacco compliance checks of Cottage Grove Businesses holding tobacco and THC licenses by using an underage buyer. The following business failed the compliance check.

Highnorth Dispensary at 8711 E Point Douglas Road South, #108, Cottage Grove, MN 55016. This is the business's second violation in a 24-month period (1st offense November 7, 2023 – ICR # 23038369).

SUMMARY OF COMPLIANCE PROCESS

Cottage Grove Public Safety conducts biannual compliance checks at all establishments licensed to sell tobacco and THC products. This long-standing practice reflects our commitment to supporting businesses in adhering to state laws and city ordinances that regulate the sale of these substances.

We believe responsible sales practices are vital to community health and safety. Businesses play a key role in helping to prevent underage access to tobacco and THC, and we appreciate their continued efforts and cooperation. As part of our ongoing commitment to public safety, we will continue using compliance checks as a proactive tool. The addition of our Community Impact Unit and Community Engagement Officers has further enhanced our ability to build strong partnerships and provide training opportunities for local businesses.

VOLUNTEER RECRUITMENT AND REQUIREMENTS

To conduct these compliance checks, Cottage Grove Police Officers recruit volunteers from the community-individuals who are interested in public safety and committed to making a positive impact. Volunteers must:

- Be at least 17 but under 21 years old
- Hold a valid, current Minnesota driver's license or state-issued ID with a photo

Volunteer decoys are given the following instructions and actions are taken.

- Report to the police department at a pre-determined date and time in normal, everyday, clothing that they wear.
- Must not alter their appearance in any way.
- Photos of their appearance are taken prior to conducting the compliance checks and saved for documentation purposes.
- Volunteers are instructed that if asked, they are to state their real age.
- They are instructed that under no circumstances are they authorized to lie to an employee about who they are or misrepresent themselves.
- Volunteers are instructed to provide their MN State-issued identification (ID) or driver's license (DL) that has their true age and identity only if asked for.
- This ID or DL is reviewed and photographed by Officers prior to conducting the compliance checks.
- The volunteer is then provided with a monetary note for payment.
- This monetary note is photographed and saved for any violations that may occur to confirm a violation has occurred.

IDENTIFICATION STANDARDS

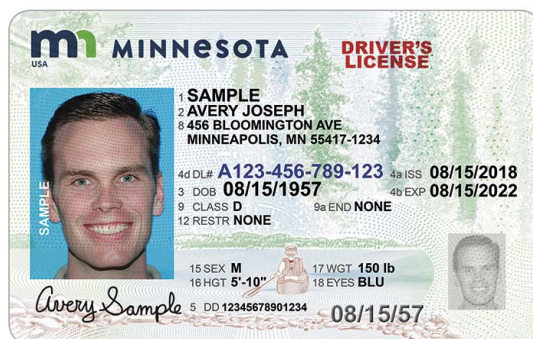
Since 2018, Minnesota has issued vertical driver's licenses and IDs for individuals under 21, featuring:

- A vertical layout for easy age identification- this provides a quick reference that the cardholder is a minor. Vertical licenses and ID cards are currently used in 46 other states.
- Age indicators:
 - "UNDER 18 UNTIL" in black text on a yellow bar.
 - "UNDER 21 UNTIL" in white text on a red bar.

Examples of both Minnesota driver's licenses:



(Under 21)



(21 and Over)

COMPLIANCE CHECKING PROCEDURE

- Officers transport volunteers in an unmarked vehicle to licensed establishments, identified via a list from the Washington County Department of Public Health and Environment.
- A form is completed for each visit, recording the date, time, volunteer, and employee details.
- The volunteer enters the establishment attempting to purchase a tobacco or THC product without guidance on specific items due to varying inventories.
- If a sale occurs, the volunteer returns to the officers with the product and, if possible, a receipt.

RESPONSE TO VIOLATION

If a sale is made to a volunteer:

- Officers enter the establishment with the volunteer, who identifies the employee responsible.
- Officers introduce themselves as Compliance Check Officers and confirm the sale with the employee.
- The manager or person in charge is notified of the violation.
- The employee is asked to explain the sale, including whether they checked for ID.
- A citation is issued via mail for the tobacco violations are charged for a misdemeanor under Cottage Grove City Code 3-5-8
 - THC violations are charged under Minnesota State Statute 152.0264 Subd. 2(2), as the city lacks a specific THC ordinance.
- The prerecorded monetary note is retrieved from the register as evidence, and any change is returned to the business.
- Officers address any questions or concerns from the employee or management before leaving, ensuring transparency and addressing any issues with the volunteer's conduct.

COMMITMENT TO BEST PRACTICE

Cottage Grove's compliance program aligns with best practices used throughout Minnesota and other jurisdictions, ensuring consistency, fairness, and effectiveness in preventing youth access to tobacco and THC products.

HIGHNORTH DISPENSARY VIOLATION FACTS

The following is a summary of the compliance violation that occurred on May 21, 2025, at approximately 5:43 p.m. at the Highnorth Dispensary at 8711 E Point Douglas Road South #108.

On 05/21/2025, Cottage Grove Police Officers Lemay and Sisterman conducted tobacco, and THC where applicable, compliance checks throughout the City of Cottage Grove. The volunteer "decoy" was identified by Minnesota Driver's license picture DOB: 01/25/2008 -17 years of age at the time of the compliance checks. Decoy was provided with a twenty-dollar American currency bill, that would be used in attempt to make purchases from businesses that sell tobacco and/or THC. Photographs of the twenty-dollar bill, Decoy himself at the time of the checks, and his Minnesota driver's license was taken prior to the beginning of the detail.

After conducting compliance checks at several different stores throughout the city Decoy was brought to Highnorth Dispensary located at 8711 East Point Douglas Road South, #108.

Officers and Decoy arrived outside of the store at approximately 17:43 hours where Decoy then walked into the store, proceeded to the front counter, and verbally requested, from a male employee, Zyn chewing tobacco. Decoy then produced the twenty-dollar bill and gave it to the employee.

Decoy stated that the employee asked for his driver's license but did not ask for his age. Decoy stated that the employee then advised him that they didn't have Zyn products, but that he could sell him THC gummies. The employee then viewed Decoy's driver's license, produced a Highnorth THC gummy bag (lemon lime flavor) containing approximately 250 MG of THC, and handed it to Decoy. Decoy then exited the store to meet with officers to advise of the sale. Officers then walked into the store and made contact with the employee that sold Decoy the product. The employee was identified as SAMUEL WAYNE MACK DOB: 06/23/1977. Officers made SAMUEL aware that he sold to a minor under 21 years of age.

SAMUEL stated, "it's my fault", "there goes my job", "I looked at the wrong date". SAMUEL stated that Decoy did produce his Minnesota driver's license during the transaction after SAMUEL asked for it. SAMUEL stated that Decoy then gave him the twenty dollars for the Highnorth product. SAMUEL was asked if twenty-dollars was the actual cost of the product and he stated, "no, it was actually twenty-dollars and seventy-six cents", but that he sold it to Decoy for twenty-dollars.

Another employee opened the cash register and gave back the original twenty-dollar bill that was spent to purchase the THC gummies. SAMUEL will be charged on Minnesota State Statute 152.0264.2 (2) -Gross Misdemeanor cannabinoid & low potency THC, underage sale. SAMUEL. SAMUEL did have questions about his employment and was advised to contact his employer with those inquiries.

Body camera footage, photos of SAMUEL, photos of the twenty-dollar bill, photo of SAMUEL's DL, photo of Decoy's DL, photo of the THC gummies, and the compliance check form have been added to the case file.

A copy of the incident reported is included.

Recommendation

1. Allow a business representative for Highnorth Dispensary an opportunity to respond to the City Council regarding the cannabinoid & low potency THC, underage sale compliance check violation occurring May 21, 2025.
2. Impose the scheduled penalty for the 2nd violation in a 24-month period of a \$1000.00 fine plus a three-day suspension.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2025-093

**RESOLUTION IMPOSING SANCTIONS UPON
RETAIL LOW POTENCY CANNABIS LICENSE HOLDER AT
TD RETAIL GROUP, LLC DBA HIGNORTH DISPENSARY**

WHEREAS, the City is authorized to license retail low potency cannabinoid business until licenses can be issued by Minnesota's Office of Cannabis Management;

WHEREAS, City Code section 3-13-14 authorizes the City to conduct compliance checks at the business of a holder a retail low potency cannabinoid license;

WHEREAS, the Police Department conducted compliance checks on May 21, 2025 and the business at 8711 E. Point Douglas Road South Unit 108, Highnorth Dispensary, failed the compliance check by selling lower potency hemp edibles to a person under the age of 21; and

WHEREAS, the same business failed a compliance check on November 7, 2024, making this a second violation within a twenty-four (24) month period; and

WHEREAS, Minn. Stat. §151.72 authorizes a city council to impose sanctions upon the holder of a retail low potency cannabinoid license who has failed to comply with an applicable statute or ordinance, upon a hearing duly noticed, and the opportunity for the license holder to be heard; and

WHEREAS, notice of a hearing for the imposition of a sanction for a low potency cannabinoid license violation was duly given to the low potency cannabinoid license holder for the premises at 8711 East Point Douglas Road South Unit 108 Cottage Grove, Minnesota on June 11, 2025.

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

FINDINGS

- A. The hearing was held on June 18, 2025, in the Council Chambers in Cottage Grove City Hall, located at 12800 Ravine Parkway South, Cottage Grove, Minnesota, and evidence was presented based on the police reports and testimony from the Police Department.
- B. At the hearing all persons who appeared and desired to be heard, were heard.

CONCLUSION

- A. Based upon the evidence presented at the hearing, the City Council concludes that the retail license holder for the premises at 8711 East Point Douglas Road

South Unit 108, Cottage Grove, MN (TD Retail Group LLC DBA Highnorth Dispensary) failed to comply with an applicable statute and City ordinance in that a low potency cannabinoid product was sold to an underage person on May 21, 2025, in the licensed establishment.

B. The following sanctions are imposed for the violation:

1. The city-issued license will be suspended for a period of three (3) days. The licensee will not be allowed to sell lower potency cannabinoid products during the suspension. The licensee is required to cooperate and work with the Police Chief, who will monitor and ensure compliance with this sanction;
2. A \$1,000.00 civil penalty is imposed against the license holder which must be paid by 4:30 p.m. on June 25, 2025. If not paid, the license will be suspended without notice to the licensee until the civil penalty is paid;
3. While holding a City-issued low potency cannabinoid license, the licensee or a representative from this establishment will attend any future City-sponsored liquor compliance training when notified;
4. The license holder will establish an age verification policy for the establishment's employees and provide the police department with a copy of this policy within 30 days of this resolution;
5. While holding a City-issued low potency cannabinoid license, the license holder must document and maintain the signatures and dates of any low potency cannabinoid license their employees receive, including being advised of the policy cited above. This list must be up kept to date and made available to the police department upon request.
6. The license holder shall not have any low potency cannabinoid-related violations for a period of one year of this resolution.
7. If the licensee fails to abide by the conditions and sanctions set forth in this resolution, additional sanctions may be imposed by the City Council.

Passed this 18th day of June, 2025.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

June 11, 2025

Highnorth Dispensary
Tyler Thompson, President
8711 East Point Douglas Road South, Suite 108
Cottage Grove, MN 55016

RE: Underage Sale Cannabinoid & Low Potency THC Compliance Check Violation

This letter is to request the presence of a representative of Highnorth Dispensary (TD Retail Group), to attend the June 18, 2025, regular Cottage Grove City Council meeting. The City Council will ask your representative to admit or deny the allegation that your business location in Cottage Grove sold Cannabinoid & Low Potency THC product to an underage person during a Public Safety Department compliance check on May 21, 2025. The City Council meeting will take place at 7:00 p.m. at Cottage Grove City Hall, 12800 Ravine Parkway, Cottage Grove, MN 55016.

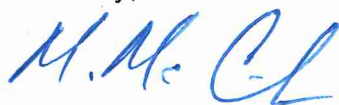
If your representative admits to the allegation or does not attend the meeting, the City Council will be asked to impose the scheduled penalty:

1. If the representative admits to the violation or fails to attend, impose the scheduled penalty for the 2nd violation in a 24-month period of a \$1000.00 fine plus a three-day suspension.

If your company's representative denies the allegation, staff will recommend that a contested case hearing be scheduled before an administrative law judge.

If you have any questions, please call me at (651) 458-6018.

Sincerely,



Michael McCormick
Detective Sergeant

CC: Peter J. Koerner – Director of Public Safety

INCIDENT REPORT NIBRS
COTTAGE GROVE POLICE DEPARTMENT
12800 Ravine Pkwy S
Cottage Grove, MN 55016
651-458-2850



CASE#	WHEN REPORTED	EVENT LOCATION
CG25018427	05/21/2025 17:53:48 REC'D BY: IN PERSON	8711 East Point Douglas Rd S Apt 108 COTTAGE GROVE, MINNESOTA 55016

EVENT DETAILS	
Description: COMPLIANCE CHECK VIOLATIONS	Exceptional Clearance: NOT APPLICABLE

OFFENSE(S)		
Offense Level	Description	UCR/NIBRS Code
GROSS MISDEMEANOR	152.0264.2(2) Cannabis-2nd Degree-Sell cannabis flower/concentrate, edible cannabis/hemp edibles/products to minor	35A Drug/Narcotic Violations

OFFICERS ASSIGNED (2)		
Involvement Date	Name	Type
05/21/2025 17:53:48	Sisterman, CG0115	Reporting
05/23/2025 16:00:00	McCormick, CG0069	Investigating

PARTIES INVOLVED (4)

SUMMARY

Suspect #1 Mack , Samuel Wayne
Person #1 [REDACTED]
Business #1 High North Dispensary Suite 108 (Cg)
Business #2

Suspect				
SUSPECTS (1)	Last Name	First Name	Middle Name	Suffix
	MACK	SAMUEL	WAYNE	
	Address	City	State	Zip
	9048 JEFFERY AVE S	COTTAGE GROVE	MN	55016
	Country			
DOB: [REDACTED]	Gender	Phone		
Age at time of incident: 47		M	[REDACTED]	
Additional Information				
Related Offenses			Arrested?	
152.0264.2(2) Cannabis-2nd Degree-Sell cannabis flower/concentrate, edible cannabis/hemp edibles/products to minor (35A GM)			No	

Person				
PERSONS (1)	(MISC ASSOCIATED NAMES) **** Juvenile****			
	Last Name	First Name	Middle Name	Suffix
	[REDACTED]	[REDACTED]	[REDACTED]	
	Address	City	State	Zip
	[REDACTED]	[REDACTED]	MN	55042
Country				
DOB: 01/25/2008	Gender	Phone		
Age at time of incident: 17		M	[REDACTED]	
Additional Information				

INCIDENT REPORT NIBRS

COTTAGE GROVE POLICE DEPARTMENT

12800 Ravine Pkwy S
Cottage Grove, MN 55016
651-458-2850

CASE# CG25018427 cont'd



Org 1

ORGS (2)

Name

High North Dispensary Suite 108
(CG)

Address

8711 East Point Douglas Rd S
COTTAGE GROVE, MN 55016

Phone

651-443-2386

ITEMS INVOLVED / PROPERTY (1)

MISC

Drug

Status: **NONE**

Location Found:

Type:

OTHER DRUGS

Quantity

Measure:

Description

HIGHNORTH "LEMON LIME"

Relationship to Item

OFFICER COMMENTS

Compliance violation.

NARRATIVES (1)

Initial Report

Sisterman CG0115

05/21/2025 18:16:53

INCIDENT REPORT NIBRS

COTTAGE GROVE POLICE DEPARTMENT

12800 Ravine Pkwy S
Cottage Grove, MN 55016
651-458-2850

CASE# CG25018427 cont'd



On 05/21/2025, Officer Lemay and I, Officer Sisterman conducted tobacco compliance checks throughout the City of Cottage Grove. The decoy we used was identified by Minnesota Driver's license picture as [REDACTED] OB: 01/25/2008 and was 17 years of age at the time of the compliance checks. [REDACTED] was provided with a twenty-dollar American currency bill, that would be used in attempt to make purchases from businesses that sell tobacco. A photograph of the twenty-dollar bill, [REDACTED] himself at the time of the checks and his Minnesota driver's license was taken and added to the Motorola File under this case number.

After conducting compliance checks at several different stores throughout the city and passing, [REDACTED] was brought to Highnorth Dispensary located at 8711 East Point Douglas Rd. S. #108. Officers and [REDACTED] arrived at the store at approximately 17:43 hours where he walked into the store, walked up to the front counter, and asked for Zyn chewing tobacco, and change for cash. [REDACTED] then produced the twenty-dollar bill and gave it to the employee.

[REDACTED] stated that the employee asked for his Minnesota driver's license but did not ask for his age. [REDACTED] stated that the employee then advised him that they don't have Zyn products, but they can sell him THC gummies. The employee then viewed [REDACTED] driver's license and then grabbed a Highnorth THC gummy bag (lemon lime flavor) of approximately 250 MG of THC in the bag and gave it to [REDACTED]. Officers then walked into the store and made contact with the employee that sold [REDACTED] the product by the name of SAMUEL WAYNE MACK DOB: [REDACTED]. Officers approached SAMUEL and advised him that he sold to a minor under 21 years of age.

SAMUEL stated, "it's my fault", "there goes my job", "I looked at the wrong date". SAMUEL stated that [REDACTED] did produce his Minnesota driver's license during the transaction after SAMUEL asked for it. SAMUEL stated that [REDACTED] then gave him the twenty dollars for the Highnorth product. I asked SAMUEL if twenty-dollars was the actual cost of the product and he stated no it was actually twenty-dollars and seventy-six cents, but they sold it to [REDACTED] for twenty-dollars.

Another employee opened the cash register and gave back the original twenty-dollar bill that was spent to purchase the THC gummies. SAMUEL was advised that he would be receiving a citation in the mail for state statute 152.0264.4(a)(3) (Petty Misdemeanor). SAMUEL had further questions about his employment and Officers advised him that would be up to his employer on how they want to proceed with him working at the business.

Officers then completed the remaining compliance checks without issue. I, Officer Sisterman returned back to the Cottage Grove Police Department and subsequently charged SAMUEL for state statute 152.0264.2 (2) Gross Misdemeanor selling to a minor. Citation that was originally mailed to SAMUEL will be cancelled.

Body camera, photos of SAMUEL, photos of the twenty-dollar bill, SAMUEL's DL, and [REDACTED] DL were added to the Motorola file. The alcohol compliance check form for this fail will be uploaded to this case.

Nothing further.

Clear.



City Council Action Request

11.B.

Meeting Date 6/18/2025

Department Community Development

Agenda Category Action Item

Title Real Estate Equities – Comprehensive Plan Amendment, Rezoning, and Site Plan Review

Staff Recommendation 1) Adopt Resolution 2025-082 approving an amendment to the 2040 Comprehensive Plan to re-guide a 4.7-acre parcel from Medium Density Residential to High Density Residential, and authorize staff to submit the amendment to the Metropolitan Council. 2) Adopt Ordinance No. 1101 approving a zoning amendment to change the zoning of the 4.7 acres from AG-2, Agriculture, to R-6, High Density Residential, contingent on the Metropolitan Council's approval of the associated Comprehensive Plan Amendment. 3) Adopt Resolution 2025-083 approving the Site Plan Review for a 164-unit, four-story, affordable-rate, multifamily apartment building on an approximate 4.7-acre parcel located on the north side of the 100th Street and Hadley Avenue intersection. 4) Adopt Resolution 2025-092 supporting local affordable housing aid.

Budget Implication N/A

Attachments

1.	Real Estate Equities Memo
2.	Real Estate Equities Narrative
3.	Real Estate Equities Resolution - Comprehensive Plan Amendment
4.	Real Estate Equities Ordinance - Rezoning
5.	Real Estate Equities Resolution - Site Plan
6.	Real Estate Equities Resolution - Funding Support Using Local Affordable Housing Dollars
7.	Real Estate Equities Site Plan
8.	Real Estate Equities Civil & LA Plans
9.	Real Estate Equities Plan Review Memo 2025-05-14
10.	Real Estate Equities Photometric Plans

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

FROM: Samantha Pierret, Senior Planner

DATE: June 11, 2025

RE: Real Estate Equities – Comprehensive Plan Amendment, Rezoning, and Site Plan Review

Proposal

Real Estate Equities has submitted a planning application for a Comprehensive Plan Amendment, Zoning Amendment, and Site Plan Review for a proposed 164-unit affordable rate apartment building to be built on a 4.7-acre parcel located north of the 100th Street and Hadley Avenue intersection (10015 Hamlet Avenue).



Review Schedule

Application Accepted: April 21, 2025
Neighborhood Meeting: October 29, 2024
Planning Commission: May 19, 2025
City Council: June 18, 2025
60-Day Deadline: June 20, 2025

Background

The subject site consists of a single parcel in the Preserve at Prairie Dunes plat (Lot 1, Block 1). The Preserve at Prairie Dunes plat was approved in 2022 (Resolution 2022-158) and created five new lots at the realigned 100th Street/Hadley Avenue intersection. The parcel is currently zoned AG-2, Agricultural District and is guided Medium Density Residential in the 2040 Comprehensive Plan. Real Estate Equities has been working on a proposal for an affordable rate apartment building on the site since early 2024. The project requires state bonding dollars to move forward. Real Estate Equities did not receive these dollars in 2024 and is returning in 2025 at a higher priority spot on the state's funding list.



Preserve at Prairie Dunes Plat

Neighborhood Meeting

As part of preliminary consideration in 2024, a neighborhood meeting was held on October 29, 2024. Proposed development plans have not significantly changed since this meeting. Approximately ten residents from the Pine Glen and Mississippi Dunes neighborhoods were present. Concerns were heard on the scope and scale of the project on a small lot in an area that has been undeveloped. There were also concerns about increased traffic in the area including vehicle lights as they exit the proposed parking garage.

Planning Commission Meeting

The Planning Commission reviewed the requests at their May 19, 2025, meeting. The Commission inquired about the Comprehensive Plan Amendment process and rationale. Staff explained the proposal to transfer density from the former driving range of the Mississippi Dunes golf course and the Met Council's role in reviewing Comprehensive Plan Amendments. Four residents

provided public testimony at the meeting and two emails were received prior to the public hearing and provided to the Planning Commission. Below is a summary of these comments along with a response to the inquiry. The Planning Commission voted unanimously (7-0) to recommend approval of the requests.

- Comments expressing concern with the proposed rezoning to High Density Residential given the lot size and proximity to existing townhomes and single family dwellings.
 - These parcels were initially proposed to be used as future industrial development. Industrial development on parcels of this size and configuration is not feasible. Staff reviewed the 2024 Housing Study by Maxfield Research and Consulting showing a zero percent vacancy rate for affordable rental units in Cottage Grove. The size and shape of the parcel in question (4.7 acres) makes development difficult. The intent of high density residential development here is to allow the best use of the existing parcel, allow the development of affordable multi-family housing on land ready for development, and buffer the townhomes and single family residential from industrial uses.
- Residents questioned the proposed stormwater impacts to their townhouse units across Hamlet Avenue.
 - Engineering staff clarified that in flood modeling performed by the Applicant's engineers, two back-to-back 100-year flood events (approximately 14.8 inches of rain in 48 hours), would cause water in the east stormwater basin to just barely overtop into Hamlet Avenue. Hamlet Avenue offers some ponding capacity if storm sewers were full. It is not anticipated that this development would increase runoff to the townhouses across Hamlet Avenue.
- Some residents were concerned with the capacity of the Cottage Grove schools by adding 164 units to schools already operating overcapacity.
 - The School District and City staff meet biweekly to discuss upcoming projects and developments. The School District is aware of the proposed apartment project and has been proactively addressing capacity by undertaking multiple remodeling projects and building additions with additional projects planned in the future.
- There were concerns about street capacity and vehicles accessing off Hamlet Avenue instead of Hadley Avenue or 100th Street.
 - Engineering staff explained that proposed access off Hamlet Avenue is the safest option when considering vehicle speeds and anticipated traffic volumes on Hadley and 100th. Hadley and 100th were designed with turn lanes and for higher traffic volumes created by anticipated development in the area. The developer will be responsible to upgrade Hamlet Avenue to an urban street section with curb and gutter.
- There was an inquiry as to whether the Met Council reviews energy needs for water, electricity, waste, etc. for areas reclassified to High Density Residential.
 - Staff explained that the Met Council and the City must consider all these needs when reclassifying an area of a community. Energy needs, waste disposal, and

sustainable practices are also going to be a big part of the 2050 Comprehensive Planning process set to begin towards the end of 2025.

Planning Considerations

Use

The Applicant is proposing an affordable rate, workforce apartment complex with 164 units. All units will be affordable to those making on average 60 percent of the area median income (AMI). The Department of Housing and Urban Development (HUD) sets income limits that determine eligibility for assisted housing programs. The unit types proposed include one, two, and three bedroom units.

2025 Income Limits by Household Size: Washington County		
AMI	1 Persons	Family (4 Persons)
60%	\$55,620	\$79,440
2025 HUD maximum gross rents by bedroom size: Washington County		
AMI	1 Bedroom	3 Bedroom
60%	\$1,389	\$2,065

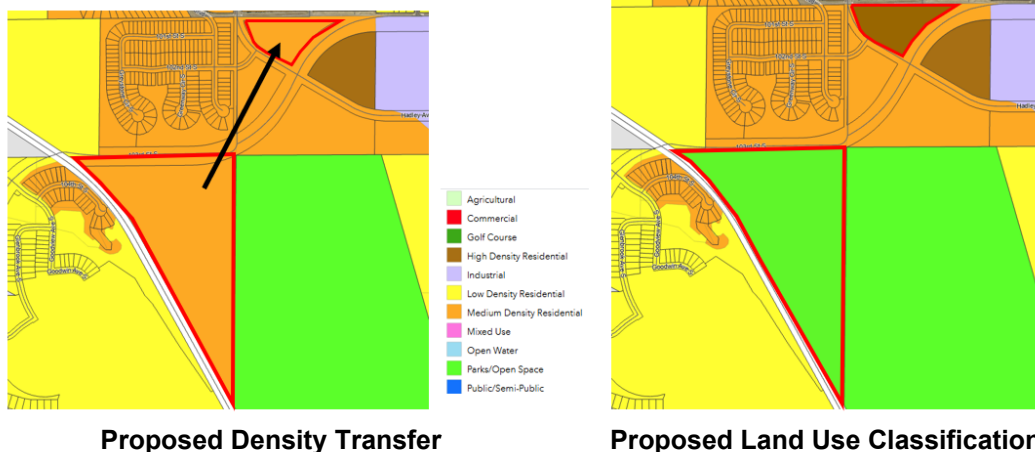
The 2024 Housing Study completed by Maxfield Research and Consulting shows that affordable rental units have a 0 percent vacancy rate in the City of Cottage Grove. This has resulted in pent up demand for affordable units. The study also showed that two-bedroom units constitute the largest share of affordable rental units in Cottage Grove (51 percent) with three-bedroom units at 24 percent and one-bedroom units at 23 percent. It was estimated that Cottage Grove could support up to 177 subsidized rental housing units.

Proposed amenities include a dog run, tot lot, community patio that will connect to an interior clubroom, and fitness center. Each unit will have granite countertops, LVP flooring, stainless steel appliances, and in-unit laundry.

Land Use Amendment

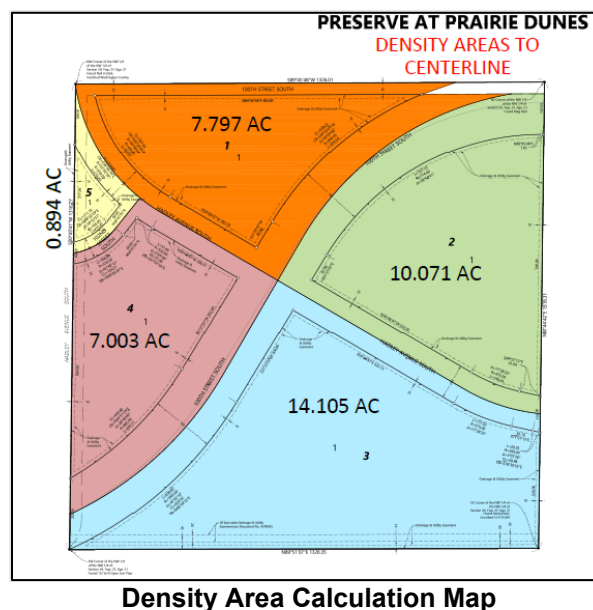
The Applicant is proposing a minor land use modification to the Comprehensive Plan to re-guide the area as High Density Residential. Permitted density in Medium Density Residential is 5 to 13 units per acre. High Density Residential allows density of 14 to 30 units per acre.

At the time the 2040 Land Use Plan was approved, the former Mississippi Dunes golf course driving range was guided for Medium Density Residential. In June 2024 the Minnesota Department of Natural Resources acquired the former driving range, thereby preserving the land from future development. To account for the appropriate density for the proposed Real Estate Equities development, the density allocated for the driving range land is proposed to be transferred to Lot 1, Block 1 of the Preserve at Prairie Dunes plat. This density transfer would support the proposed High Density (21.03 units per acre) on the parcel in question while preserving the DNR property which will be guided Park/Open Space in the 2050 Comprehensive Plan and would not use the allocated density.



Lot 1 Block 2 was re-guided as High Density Residential in 2023 in anticipation of the Norhart apartment development; however, the Norhart project is not moving forward. Given the triangular shape of the Real Estate Equities lot, High Density Residential development would fit the area where Medium Density Residential is the predominant land use. The intent behind this re-guidance is to allow the best use of the existing parcel, allow the development of affordable multi-family housing, and create a buffer between single family residential and industrial uses.

The applicant is proposing a density of 21.03 units per acre (164 units divided by 7.797 acres). A maximum of 30 units per acre is permitted within the High-Density Residential Land Use District (7.797 acres times 30 maximum units per acre equals a maximum of 233.91 total units). The acreage used for density calculation of the proposed project included the road right-of-way of Hadley Avenue, Hamlet Avenue, and 100th Street, to centerline of roadway. Given the large amount of required right-of-way dedication, those areas are included for density calculation purposes for all developable lots in the final plat. This density calculation method is unique to these five parcels in the Preserve at Prairie Dunes plat. The map on the following page will be used for the density calculation of all future development on the remaining parcels in the Preserve at Prairie Dunes final plat and was used for calculating density for the Norhart development.



The Metropolitan Council is required to review and approve all Comprehensive Plan amendments. The City's Metropolitan Council Sector Representative verified that the review and approval can be administrative and does not require adjacent community review or full Metropolitan Council approval. Administrative review is permissible when the proposed amendment satisfies the following criteria:

1. Conformance to regional systems plans
2. Consistent with Metropolitan Council policies
3. Consistent with local controls or the jurisdiction submits evidence that the local controls will be modified to be consistent with the proposed amendment
4. Consistent with Metropolitan Urban Service Area Implementation Guidelines
5. Compatible with the plans of affected and adjacent jurisdictions
6. Proposes a changed forecast that falls within five percent of the Met Council's current forecasts
7. Proposes a land use change resulting in an increase or decrease in development capacity of less than 250 housing units, determined by using the midpoint density to calculate the difference between proposed allowable units and current allowable units (this project will increase midpoint density by approximately 66.32 units)
8. Proposes a land use change affecting less than 80 acres
9. Does not have the potential for a cumulative impact

The proposed land use amendment from Medium Density Residential to High Density Residential in the City's 2040 Comprehensive Plan is consistent in the following ways:

- The proposed development helps provide the City with a diverse mix of housing types that are needed to serve all income levels and stages in the life cycle.
- The proposed development provides opportunities for alternative housing types that increase density and is responsive to the site and surrounding areas.
- Trail and sidewalk connections are proposed and acceptable to the City.
- The proposed density of 21.03 units per acre is consistent with the 2040 Comprehensive Plan High Density Residential classification.

Zoning

The parcel is currently zoned AG-2, Agricultural. As part of the proposed project, the developer is proposing to rezone the 4.7 acres to R-6, High Density Residential, which is consistent with the proposed Comprehensive Plan amendment to re-guide the site to High Density Residential.

Development Standards

Setbacks/Height

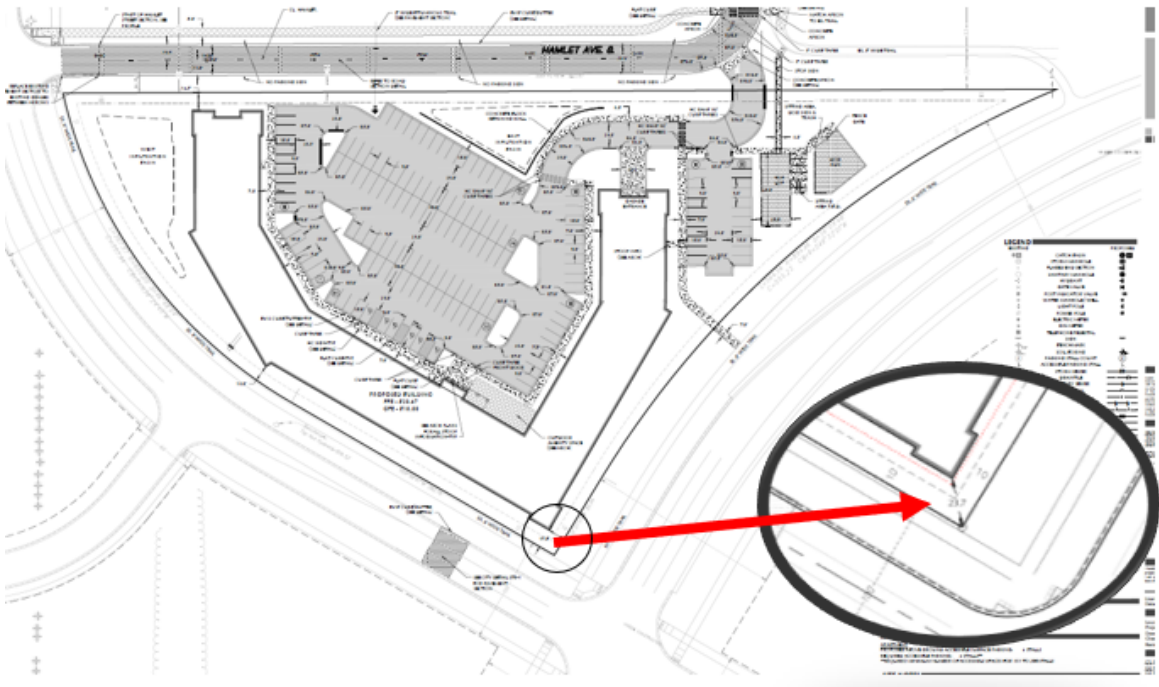
The four-story building is proposed at a height of 47 feet 10 ³/₄ inches from finished grade, which aligns with the code maximum of 55 feet. Rooftop mechanical equipment is permitted; however, it is required to be screened from public view at grade by additional screening infrastructure.



Building Elevation

The Developer is proposing for the building and parking area to meet the minimum building setbacks. Development Standards for the project are:

Lot Development Performance Standards		
Standard	Zoning R-6	Proposed Development
Maximum Building Height	55 feet	47 feet 10 ¾ inches
Minimum front yard setback (north)	15 feet	16.3 feet
Minimum side yard (southwest and southeast)	15 feet	15 feet
Minimum corner yard setback (south)	20 feet	20 feet
Setbacks from other districts	30 feet abutting R-1, R-2, R-3, R-4 and R-5 Districts (right of way included)	102 feet (right of way of Hamlet Avenue included)
Maximum site coverage	65%	56%



Parking

Minimum parking per the City’s Zoning Code requires 1.6 spaces per unit (164 units x 1.6 spaces = 262 spaces). The developer will meet this requirement by providing 164 surface parking spaces and 148 underground parking stalls for a total of 312 stalls.

Tree Preservation/Mitigation

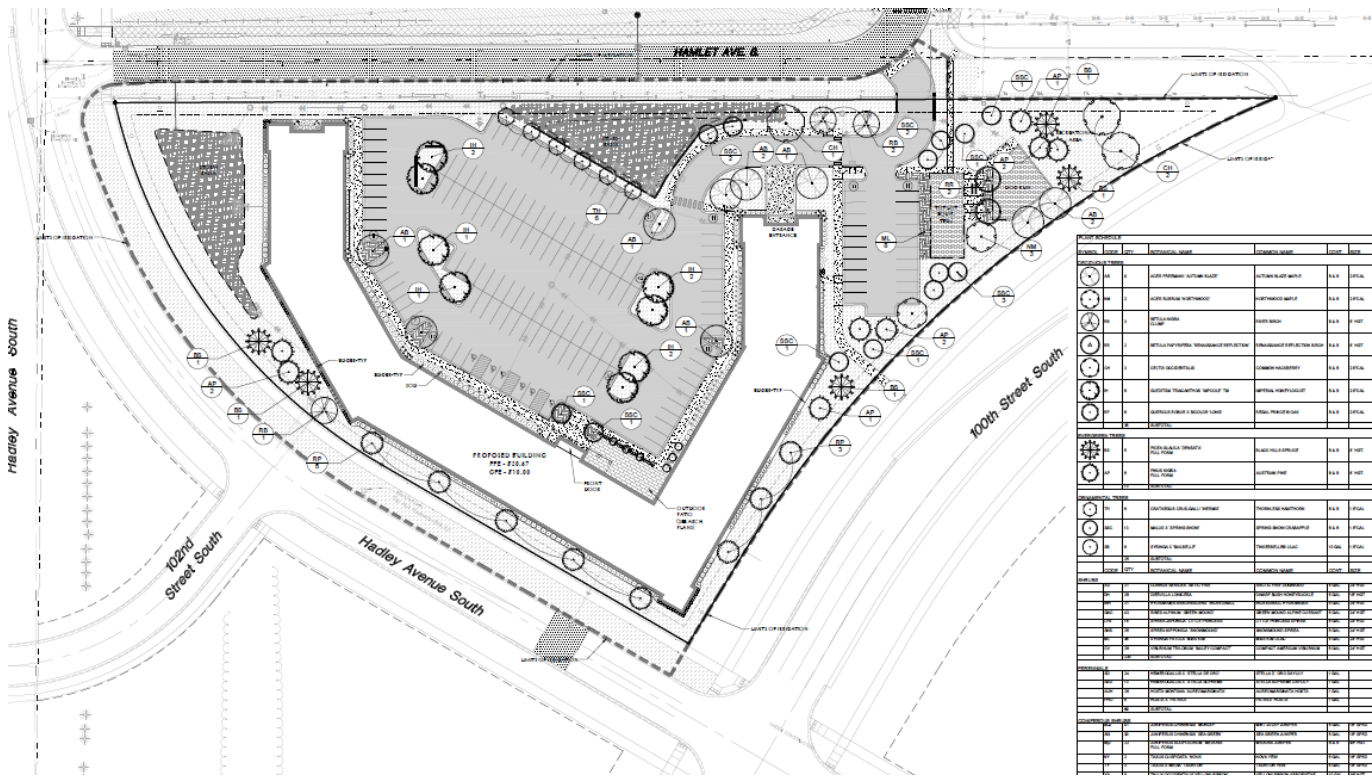
The Developer conducted a tree inventory of all qualifying trees on the site and found that there are 437 existing qualifying inches. The developer is proposing to remove all 437 inches from the site. City Code permits the removal of 40 percent (174.8 inches) of the qualifying inches on a site with no mitigation required. Given the developer is proposing to remove excess inches, mitigation is required. Excess inches must be mitigated at a rate of 50 percent via either planting replacement trees or paying a cash mitigation fee. The developer will plant 30 inches on-site as mitigation and pay cash in lieu of planting for the remaining 101.1 inches. Per City Code Title 11-3-13, replacement trees planted in accordance with the tree preservation plan and related mitigation shall be credited against City landscaping requirements.

Total Existing Qualifying Inches	Permitted Removal Threshold	Inches Permitted to be Removed	Inches Removed	Excess Inches Remove	Replacement Rate	Replacement Inches Required	Replacement Inches Provided	Replacement Costs	Total Costs
437	40%	174.8	437	262.2	50%	131.1	30	\$150/1"	\$15,165

Landscaping

The Developer is proposing to meet the City’s Zoning Ordinance for landscaping within all the required yards of the site including the number of overstory trees and shrubs to be planted. At least 30 percent of the required overstory trees must be coniferous trees; 16 coniferous trees must be planted on site. The Developer’s landscaping plans show that 13 coniferous trees will be planted. These plans must be updated to show at least 13 coniferous trees before any building permits will be issued.

	Overstory Deciduous Trees (1 per 40 linear feet of site perimeter)	Coniferous Trees (minimum of 30% of required overstory trees must be coniferous)	Shrubs (1 per 5 linear feet of site perimeter)
Required	55	16	457
Provided	60	13	458



Landscape Plan

The zoning ordinance requires that a parking lot with greater than 25 spaces have a minimum of 8 percent of the interior be landscaped, which for this project would require 4,380 square feet of interior landscaping. The developer is proposing 4,576 square feet of the surface parking lot area to be landscaped islands and/or bump outs. All areas that are not landscaped will be required to be maintained as sodded/turf areas aside from any storm ponding. All turf and landscaped areas are required to be irrigated.

There is approximately 200 feet of distance between the parking garage entrance/exit and the nearest residential structure and patio to the north. The developer is restricted on the number and type of plantings that can be planted on the north property line along Hamlet Avenue due to the presence of utilities and the requirement that no landscaping be planted within the right of way.

Following the R-6 zoning district standards, the site may not exceed 65 percent impervious surface (including the building footprint). The site plan is proposed at 56 percent impervious coverage, meeting the maximum standard. The remaining 44 percent of the site area will be maintained as green/open space.

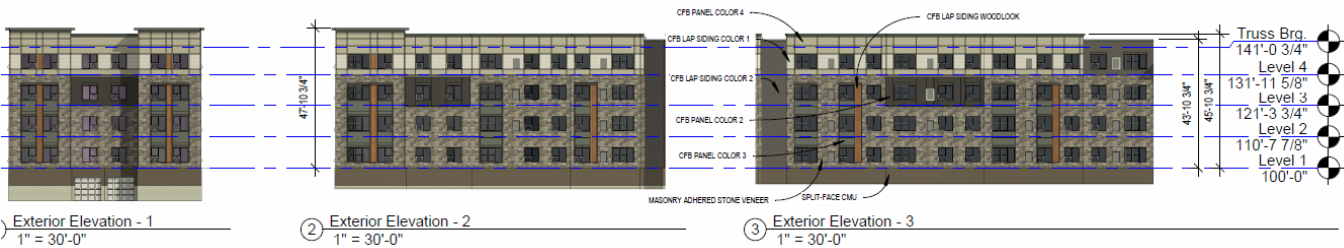
Site Lighting

Per the City’s Zoning Ordinance, any lighting used to illuminate an off-street parking area, sign, building, or yard shall direct light away from any adjoining property or from the public streets. The Developer has submitted a preliminary photometric plan outlining the location of onsite exterior lighting. An updated plan will be required to be submitted prior to issuance of a building permit verifying no greater than 0.5-foot candles of light spill at all property lines.

Architecture

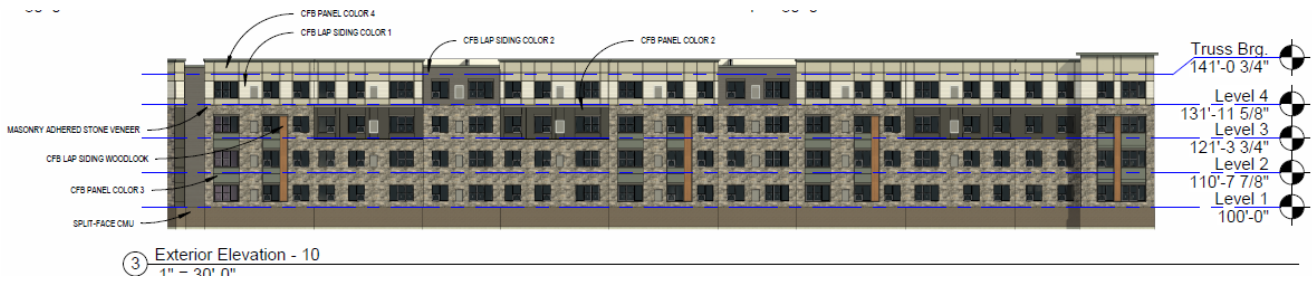
The City’s Zoning Code requires residential buildings of more than six units to utilize at least three different Class 1 materials and be composed of at least 65 percent Class 1 or 2 materials and not more than 10 percent of Class 4 materials. The Applicant has proposed utilizing 65 percent Class 1 materials and 35 percent Class 3 materials.

Type of Material	Class	Square Footage	Percent of Total
Masonry Adhered Stone Veneer	Class 1	29,283	36%
Windows (Glass)	Class 1	16,471	20%
Splitface CMU	Class 1	7,320	9%
CFB Lap Siding & Panel	Class 3	28,470	35%



Northeast Exterior Wall (Hamlet Avenue)

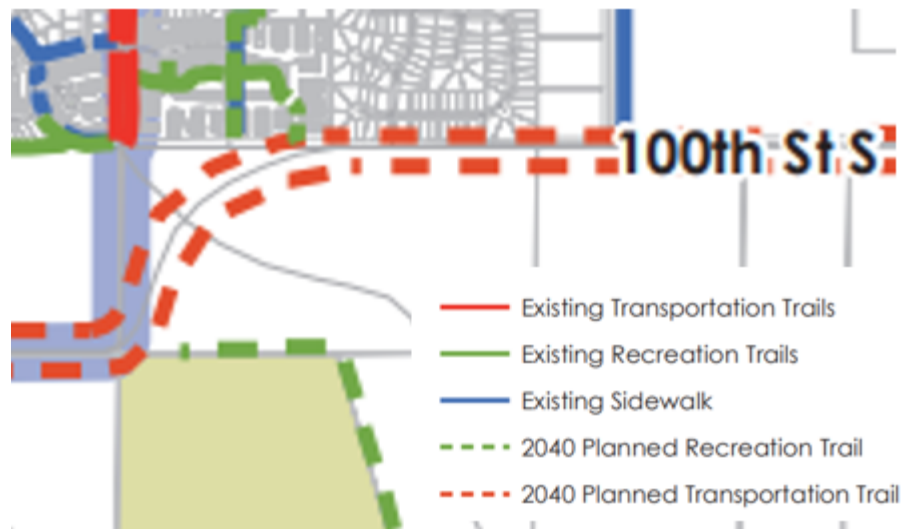
Northeast Interior Walls



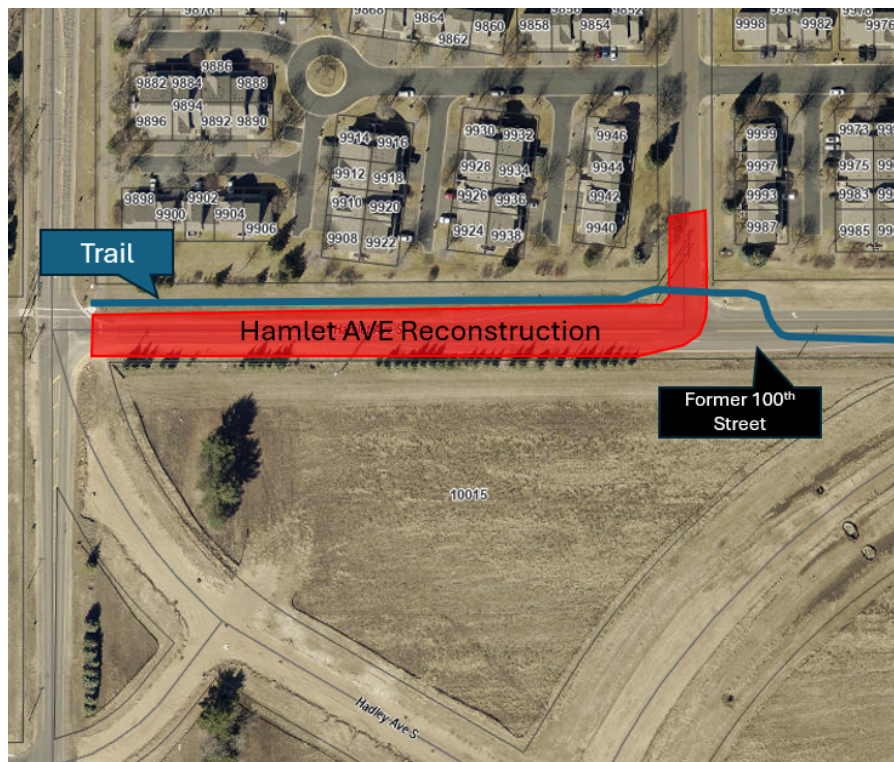
South Exterior Wall (Hadley Avenue)

Sidewalk and Trails

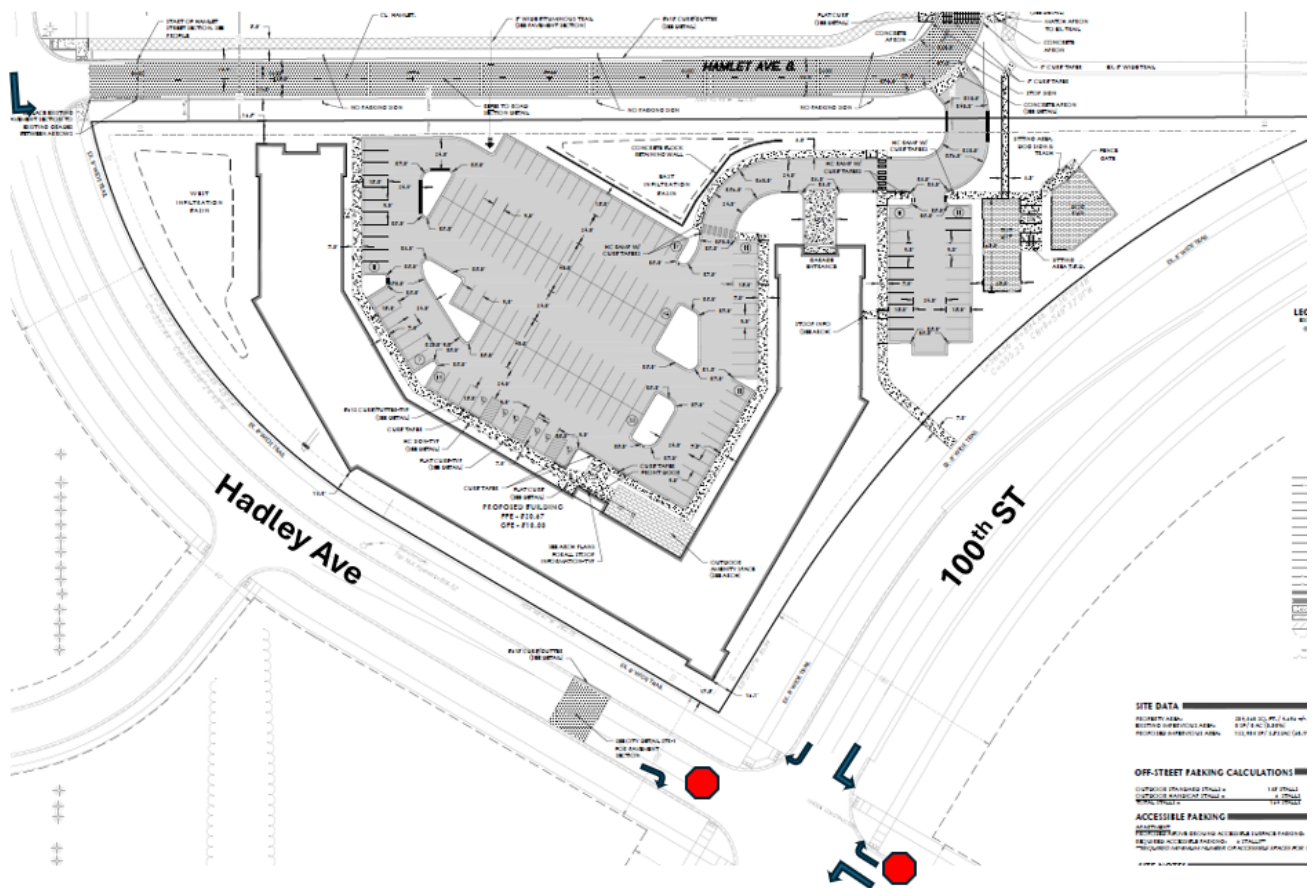
An 8-foot wide trail was constructed along 100th Street and Hadley Avenue during the 2024 re-construction project. An 8-foot wide bituminous trail will be constructed by the developer on the north side of Hamlet Avenue facilitating a pedestrian connection to the trails in Settlers Bluff and Mississippi Landing. Pedestrian connections will also be provided from the proposed parking lot and tot lot to the adjacent public pedestrian paths north and south of the site. The proposed trails match the 2040 Comprehensive Plan's Planned Parks, Open Space, and Trails map.



2040 Comprehensive Plan



The South District Street and Utility project was designed with growth in mind. The newly constructed roadway system includes a stop control for Hadley Avenue at 100th Street and it incorporates turn lanes from all directions. A southbound left turn lane has been provided from Hadley Avenue onto Hamlet Avenue. A northbound right turn lane is not anticipated; however, right of way exists if a turn lane were to be warranted in the future. Northbound Hadley traffic volumes are low with the new South District realignment with 100th Street. Pedestrian facilities were also provided on both sides of all streets. The rights of way are large enough to accommodate roadway expansion if needed in the future.

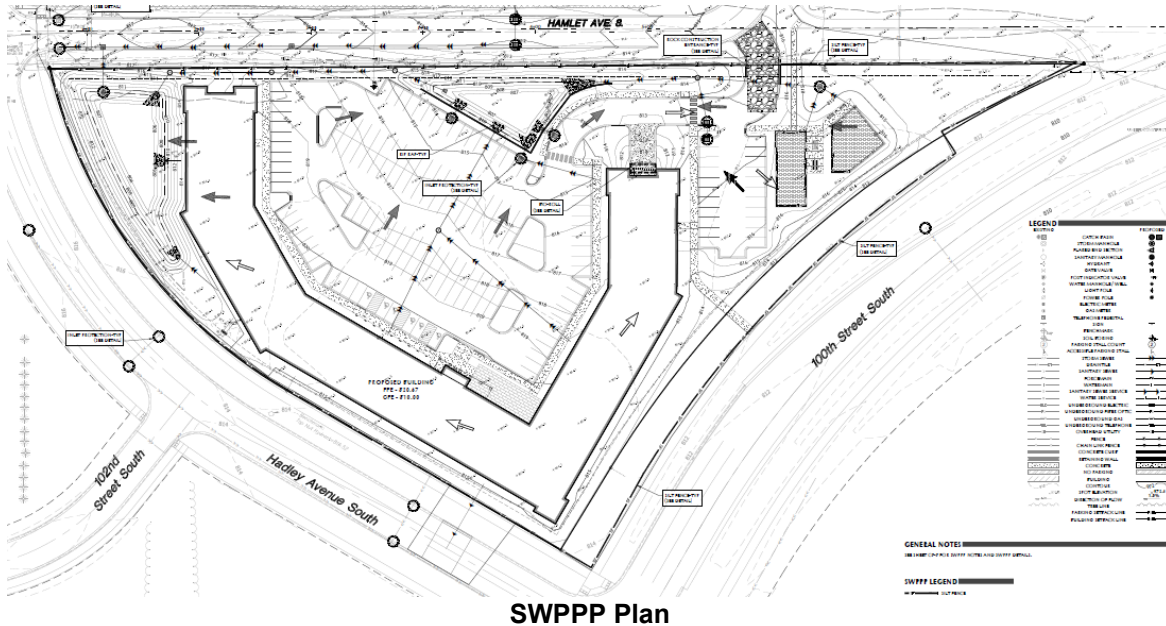


Given the roadway realignments and utility extensions served multiple properties, the South District Street and Utility Project was built as a City project through the 429 process, with assessments to the benefiting parcels. The 429 process gives municipalities the authority to levy special assessments for public improvement projects to the benefitting properties. On April 20, 2022, the City Council approved the deferred assessment waivers. The assessment for the parcel will be required to be paid in full at time of sale of any portion of the parcel for development.

The sanitary sewer and watermain infrastructure to serve the site were installed for connection along the realigned Hadley Avenue corridor. However, due to the size of the apartment building, a second connection to the new sanitary main in Hadley may be required.

Stormwater

Stormwater management is proposed to be addressed with ponding on the west and north sides of the site shown as the West Infiltration Basin and the East Infiltration Basin on the plans. Stormwater infrastructure on the site will be privately owned and maintained; therefore, a stormwater maintenance agreement will be required prior to the issuance of a building permit.



The site meets city and watershed stormwater rules for discharge rate, volume control, and water quality. The site design does not meet all freeboard requirements. Freeboard is the elevation difference between a pond's high water level (HWL) and the lowest exposed part of any adjacent building. The city's freeboard standards are based on the desire to protect against property damage in the case of extreme rain events. An extreme event would be a rainfall greater than the 100-year storm (7.4-inches in 24 hours) or a situation where the storm sewers are plugged by ice or other debris. Freeboard standards are similar to factors of safety.

The east basin does not meet city standards for freeboard, but city staff recommends approval of the site design due to several mitigating factors:

- The site has constraints that would make any development difficult. It sits in a depression that makes discharging stormwater a challenge and the triangular shape of the parcel limits options; it is difficult to use the full parcel effectively. Due to these site restrictions, larger stormwater basins are not possible.
- Because of the constraints of this low area, the Developer was asked to model back-to-back 100-year storms (equivalent of 14.8 inches of rain in 48 hours). In the back-to-back 100-year storm, the east basin would just barely overtop into Hamlet Avenue. Hamlet Avenue offers some ponding capacity if the storm sewers were full (the site does not overtop into Hamlet Avenue in the 100-year storm).
- The infiltration rate in the sandy soils is very high and the stormwater modeled rate was very conservative; in most cases, stormwater will infiltrate quickly.

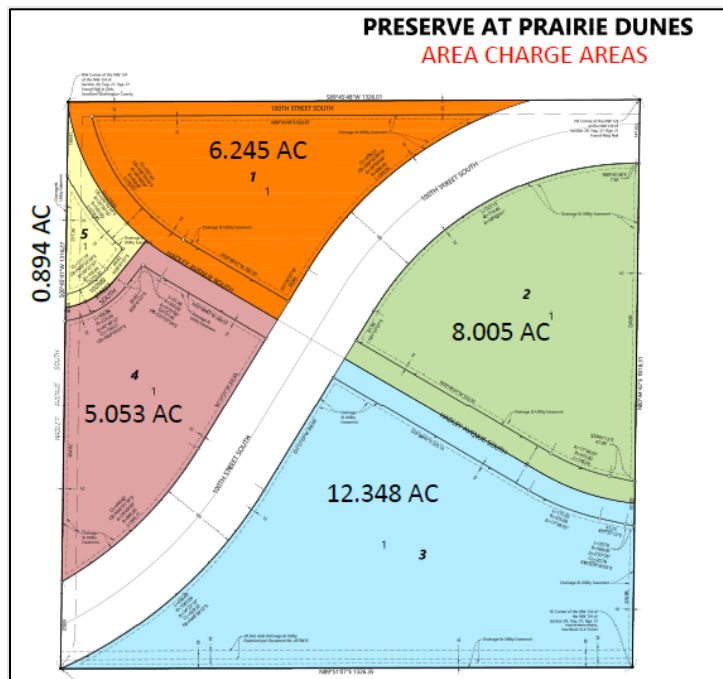
- The site is privately owned and maintained. Any long-term basin or site maintenance issues that arise from the stormwater design will be rectified by the owners and not the City.
- The finished floor elevation of the proposed apartment building is well above all modeled flood elevations. Residents and their units would remain dry even in the worst storms.
- The building owners are aware of the situation and are willing to sign a letter stating that they understand the risks.

Freeboard Analysis

100-Yr HWL:	811.55 (West), 812.59 (East)
Required Adjacent Grade per Standards:	816.25 (West), 815.59 (East)
Low Adj. Grade per Design:	815.25 (West), 815.50 (East)
Adjacent Building Grade – North Side	815.5 - 820.67
Finished Floor Elevation:	820.67
Back-to-Back 100-Yr HWL:	813.79 (West & East)
East Pond Overtop to Parking Lot:	814.00
East Pond Overtop to Hamlet ROW:	813.50
West Pond Overtop to Hadley ROW:	814.25

Area Charges and Development Fees

The related development fees for this project will be based on the acreage measured to the center of the road of Hadley Avenue and Hamlet Avenue (100th Street right-of-way area has been removed given its major roadway status) as agreed upon and outlined on the acreage map below. The acreage outlined on this map will also be used for area charge calculations of future development on the remaining parcels (parcels 2, 3, 4, and 5). These fees will be accurately adjusted based on the final unit counts and will be required to be paid prior to the issuance of a building permit on any of these lots.



Park Land and Open Space

A minimum of 10 percent of the developable land area shall be required to provide residents with public recreation facilities, including parks and open spaces, as part of development projects per City Code Title 10-4-3. Multi-family projects must have a minimum of 50 percent of the total lot area that is devoted to open space consisting of landscaping, lawn area, or noncommercial outdoor recreational facilities incidental to the residential development. The City's Comprehensive Plan does not guide a portion of this project area for future park and open space; therefore, no park dedication land is required. The Applicant would be required to pay a park dedication fee in lieu of dedicated lands for open space.

Public Hearing Notices

Notices announcing this public hearing were published in the St. Paul Pioneer Press and mailed to 170 property owners within 500 feet of the proposed development property on May 7, 2025.

Recommendation

The City Council is recommended to take the following actions:

1. Adopt Resolution 2025-082 approving an amendment to the 2040 Comprehensive Plan to re-guide 4.7-acre parcel from Medium Density Residential to High Density Residential and authorize staff to submit the amendment to the Metropolitan Council.
2. Adopt Ordinance No. 1101 approving a zoning amendment to change the zoning of the 4.7 acres from AG-2, Agriculture, to R-6, High Density Residential, contingent on the Metropolitan Council's approval of the associated Comprehensive Plan Amendment.
3. Adopt Resolution 2025-083 approving the Site Plan Review for a 164-unit, four-story, affordable rate multi-family apartment building on an approximate 4.7-acre parcel located on the north side of the 100th Street and Hadley Avenue intersection.
4. Adopt Resolution 2025-092 supporting use of local affordable housing aid.



REAL ESTATE EQUITIES

April 2, 2025

Samantha Pierret
Senior Planner
City of Cottage Grove
12800 Ravine Parkway South
Cottage Grove, MN 55016

Re: Hadley Avenue Apartments – Planning Application and request for Zoning Amendment, Comprehensive Plan Amendment, and Site Plan Approval

Dear Ms. Pierret,

This narrative is being provided in conjunction with Real Estate Equities' planning application for a proposed 164-unit development on the southeast corner of 100th Street S and Hadley Ave S, which will be financed with low-income housing tax credits (LIHTC) from the Washington County CDA, and which will be affordable to those making, on average, 60% of the Area Median Income.

Residents will enjoy granite countertops, LVP flooring, stainless steel appliances, and in-unit laundry. Common area amenities will include a clubroom with connected outdoor patio, fitness center, playground, dog run, and outdoor recreational space. The development will meet the City standard of 65% Class I Materials and follow the Minnesota Overlay to Enterprise Green Communities.

In order to develop the property as contemplated, the zoning designation must be changed from Agricultural (AG-2) to High Density Residential (R-6), and the land use designation changed from Medium Density Residential to High Density Residential. It will also require a site plan approval.

Zoning Amendment

Real Estate Equities is seeking the R6 density due to the following requirements of the proposed project:

- **Building Height**
 - The R5 district restricts building heights to 35 feet, whereas the building is designed to be 48 feet tall
- **Impervious Coverage**
 - The R5 district restricts the allowable impervious surface coverage to 40%, whereas the development needs the 65% allowed by the R6 district
- **Building Setbacks**
 - The R6 district provides less stringent building setbacks that are more conducive to the planned development, including 15 foot front, rear, and side yard setbacks.

Land Use Amendment

The existing Medium Density Residential land use designation allows for no more than 15 units per acre for affordable housing properties. This does not allow for enough units to be built on the site as planned with the proposed development. The High Density Residential land use designation allows for up to 36 units per acre for affordable housing developments, which the proposed development would adhere to.

Site Plan Approval

Section 11-2-4 of City code requires and building plan review for all proposed new construction.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2025-082

**RESOLUTION APPROVING THE COMPREHENSIVE PLAN AMENDMENT
TO CHANGE THE LAND USE OF 4.7 ACRES OF LAND LOCATED AT
THE PROPERTY LEGALLY DESCRIBED BELOW FROM
MEDIUM DENSITY RESIDENTIAL TO HIGH DENSITY RESIDENTIAL AND
FOR SUBMITTAL TO THE METROPOLITAN COUNCIL FOR REVIEW**

WHEREAS, the Minnesota Land Planning Act requires all metropolitan area communities, when amending and updating their comprehensive plans, to submit the plans to the Metropolitan Council for approval; and

WHEREAS, Real Estate Equities has applied for a comprehensive plan amendment to change the land use of 4.7 acres of land from Medium Density Residential to High Density Residential. The property is legally described as:

Lot 1, Block 1, Preserve at Prairie Dunes, Cottage Grove, Washington County, State of Minnesota

WHEREAS, the Planning Commission held a public hearing and reviewed the request on May 19, 2025. At that time the Planning Commission recommended approval by a 7-to-0 vote. Staff concurs and recommends that the City Council approve the comprehensive plan amendment; and

WHEREAS, on June 18, 2025, the City Council considered an application from Real Estate Equities for an amendment to the Cottage Grove 2040 Comprehensive Plan to change the land use designation from Medium Density Residential to High Density Residential for the legally described land above; and

WHEREAS, on June 18, 2025, the City Council approved the proposed Comprehensive Plan Amendment application from Real Estate Equities for the legally described land above, subject to review by the Metropolitan Council pursuant to Minnesota Statute §473.864.

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, approves the comprehensive plan amendment to change the land use of 4.7 acres of land, legally described above, from Medium Density Residential to High Density Residential, and the distribution to the Metropolitan Council.

Passed this 18th day of June 2025.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

CITY OF COTTAGE GROVE, MINNESOTA
ORDINANCE NO. 1101

**AN ORDINANCE FOR THE CITY OF COTTAGE GROVE, MINNESOTA
AMENDING CITY CODE TITLE 11-1-3, ZONING MAP, VIA REZONING
CERTAIN PROPERTY IN SECTION 29 FROM AG-2, AGRICULTURAL TO
R-6, HIGH DENSITY RESIDENTIAL DISTRICT**

The City Council of the City of Cottage Grove, Washington County, Minnesota, does ordain as follows:

SECTION 1. AMENDMENT. The City of Cottage Grove's Official Zoning Map as referenced in Section 11-1-3 of the "Code of the City of Cottage Grove," County of Washington, State of Minnesota, shall be amended by rezoning 4.7 acres of land legally described below from AG-2, Agricultural, to R-6, High Density Residential:

Lot 1, Block 1, Preserve at Prairie Dunes, Cottage Grove, Washington County, State of Minnesota

SECTION 2. REZONING. The Official Zoning Map shall be amended by changing the zoning classification of the 4.7 acres of land legally described above from AG-2, Agricultural, to R-6, High Density Residential, based on the following findings:

- A. The Future Land Use Map in the Future Vision 2040 Comprehensive Plan identifies the future land use development of the subject property as Medium Density Residential land use. The applicant has applied for a comprehensive plan amendment to change the area guided as Medium Density Residential to High Density Residential. Approval of the zoning amendment is contingent upon approval by the Metropolitan Council of the comprehensive plan amendment.
- B. The proposed R-6, High Density Residential District, and its development standards, is consistent with the proposed high density residential land use designation in the Future Land Use Map of the City's Future Vision 2040 Comprehensive Plan.
- C. The property is within the MUSA and can be properly served by public utilities.
- D. The proposed development helps provide the city with a diverse mix of housing types that are needed to serve all income levels and stages in the life cycle.

SECTION 3. SUMMARY PUBLICATION. Pursuant to Minnesota Statutes Section 412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance is available without cost at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire Official Zoning ordinance:

"The City of Cottage Grove's Official Zoning Map (City Code Title 11-1-3) shall be amended by rezoning 4.7 acres of land generally located north of the Hadley Avenue and 100th Street intersection, south of the Pine Glen 7th Addition, and east of the Settler's Bluff plat from AG-2, Agricultural, to R-6, High Density Residential."

SECTION 4. EFFECTIVE DATE. This ordinance amendment shall not be in full force and effective until after approval by the Metropolitan Council of the related 2040 Comprehensive Plan amendment identified in City Resolution 2025-082 and subsequent publication of this ordinance according to law.

Passed this 18th day of June, 2025.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2025-083

**A RESOLUTION APPROVING A SITE PLAN REVIEW FOR A 164-UNIT
AFFORDABLE RATE APARTMENT BUILDING TO BE LOCATED
NORTH OF THE 100TH STREET AND HADLEY AVENUE INTERSECTION**

WHEREAS, Real Estate Equities applied for a Site Plan Review a 164-unit affordable rate apartment building to be located at the property legally described below:

Lot 1, Block 1, Preserve at Prairie Dunes, Cottage Grove, Washington County, State of Minnesota

WHEREAS, public hearing notices were mailed to property owners within 500 feet of the property and a public hearing notice was published in the St. Paul Pioneer Press; and

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

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

WHEREAS, the Planning Commission unanimously (7-to-0 vote) recommended that the City Council approve the Site Plan Review for the proposed 164-unit market rate apartment building at their May 19, 2025, meeting.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Cottage Grove, Washington County, Minnesota, hereby approves the site plan review for a proposed 164-unit affordable rate apartment building at the property legally described above, subject to the following conditions:

General Development

1. Approval of the Rezoning and Site Plan Review is contingent upon Metropolitan Council approval of the Comprehensive Plan Amendment. Prior to the issuance of a building permit, the proposed 2040 Comprehensive Plan amendment must be approved by the Metropolitan Council.
2. Area charges, including park dedication, as calculated based on the "Area Charge Area" map, shall be paid prior to the issuance of a building permit. The Real Estate Equities project site is Lot 2 on the map with a total area of 6.245 acres.
3. At time of sale and closing on the property, all assessments are required to be paid unless otherwise agreed upon and documented through an amendment between the City and the current landowner.

4. The applicant shall reconstruct Hamlet Avenue between Hadley Avenue and the site entrance to an urban roadway section with a drainage system and pedestrian accommodations. The applicant shall be solely responsible for the costs to design and reconstruct this section of Hamlet Avenue.
5. The project shall be completed in accordance with the plans submitted and as amended by the conditions of approval. Any significant changes to the plans, as determined by the planning staff, shall require review and approval by the Planning Commission and City Council.
6. All applicable permits (i.e., building, electrical, grading, and mechanical) and a commercial plan review packet must be completed, submitted, and approved by the City prior to the commencement of any construction activities. Detailed construction plans must be reviewed and approved by the Building Official, City Engineer, and Fire Marshal.
7. The applicant shall receive appropriate permits or approvals from other regulatory agencies including, but not limited to: South Washington Watershed District, Minnesota Department of Health, Minnesota Department of Natural Resources, and Minnesota Pollution Control Agency.
8. Signage is not approved as part of this application. All signage shall meet the requirements of the sign ordinance, including a monument sign with a base wrapped in similar materials as found on the principal structure, per City Code.
9. Site Plan Review approval shall expire one year from the date of City Council approval unless a building permit has been requested or a time extension has been granted by the City Council. The City Council may extend the expiration date of such approval upon written application by the person to whom the approval was granted.
10. The developer shall enter into a stormwater management agreement prior to the issuance of a building permit with the City for the ownership and maintenance of the private stormwater basins.
11. The developer shall enter into a sidewalk encroachment and maintenance agreement for sidewalk connections within the rights of way of 100th Street and Hamlet Avenue.
12. A separate subsidy agreement is required to be approved if the developer is seeking a financial subsidy from the City.
13. The developer shall enter into a Development Agreement with the City prior to the issuance of any permits.

Landscaping

14. Irrigation shall be provided for all sodded and mulched landscaped areas. The irrigation system shall consist of an underground sprinkling system that is designed by a professional irrigation installer to meet the water requirements of the site's specific vegetation. The system shall be detailed on the final landscape plan and shall not be located within the right of way or within any drainage and utility easements.
15. All areas of the site, where practical, shall be sodded and maintained. The development shall mow and maintain all site boulevards to the curb line of public streets.
16. Prior to the issuance of a building permit, the Applicant shall submit to the City a letter of credit in the amount of 150 percent of the landscape estimate as required by City Ordinance. The financial guarantee shall auto renew annually from the date of installation to ensure installation, survival, and replacement of the landscaping improvements.
17. The developer shall be responsible for snow removal for all sidewalks, parking areas, etc. within the development property.
18. Prior to the issuance of a building permit, planning staff and the City Forester shall review and approve a final landscaping plan in writing.
19. Prior to the issuance of a building permit, a revised landscaping plan shall be submitted to planning staff showing at least sixteen coniferous trees will be planted on site.

Construction and Grading

20. A grading permit and financial guaranty are required for grading activity related to the project.
21. All grading, drainage, erosion control, and utilities must conform to the final plans approved by the City Engineer.
22. The Developer must submit for staff review and approval a final construction management plan that includes erosion control measures, project phasing for grading work, areas designated for preservation, a crushed-rock construction entrance, and construction-related vehicle parking. All emergency overflow swales must be identified on the grading and erosion control plan.
23. A pre-construction meeting with City staff and the contractor must be held before site work begins. The contractor will provide the City with a project schedule for the various phases of construction.
24. Erosion control devices must be installed prior to commencement of any grading activity and must be in accordance with the "Minnesota Construction Site Erosion

and Sediment Control Planning Handbook” and the conditions stipulated in Title 9-7-1, Erosion Control During Construction of the City’s Subdivision Ordinance.

Performance Standards

25. All site lighting must meet City Code requirements. All light fixtures must be downward directed with flush lenses. In addition, any lighting under canopies (building entries) shall be recessed and use a flush lens. The specifications of all light fixtures must be provided with the application for a building permit. The light poles and fixtures shall be consistent in design and color with the development.
26. An updated Photometric Plan showing foot candles at 0.5 or less at property lines shall be submitted prior to issuance of a building permit.
27. Street lighting shall be provided per city standard detail LGT-7 in the north boulevard of the new Hamlet Avenue.
28. Final architectural plans, lighting details, and exterior construction materials and colors must be reviewed and approved by the Community Development Department prior to the issuance of a building permit.
29. All mechanical units shall be screened as required in Title 11-3-9 of the City’s Zoning Ordinance, be consistent with the building architecture, and be reviewed and approved by the Community Development Department prior to the issuance of a building permit.
30. Rubbish, garbage, and recycling containers shall be stored indoors unless pickup is occurring.
31. No exterior storage shall be permitted.
32. Prior to the issuance of a building permit, planning staff shall approve all site fencing materials.

Utilities

33. The Applicant is responsible for providing the necessary easements and costs associated with road and utility improvements serving the site. All drainage and utility easements as recommended by the City Engineer shall be dedicated to the City for public purposes, if needed.
34. Water main, sanitary sewer, and storm sewer improvements shall be constructed per the final approved construction drawings and the city’s standard specifications and details.
35. The Applicant must make all necessary adjustments to the curb stops, gate valves, and metal castings to bring them flush with the topsoil (after grading).

36. The city has allowed a wet tap connection to the 18-inch city main. The lead from the city main to the private hydrant will be considered a private pipe. A maintenance and access agreement shall be executed for the private hydrant. An encroachment agreement shall be executed for the private watermain in the Hamlet Avenue right of way.

Onsite Infrastructure Improvements

37. The Applicant shall contact the electric, telephone, gas, and cable companies that are authorized to provide service to the property to ascertain whether any of those utility providers intend to install underground lines within the development.
38. The developer is responsible for all street maintenance; upkeep, and repair of curbs, boulevards, and sod and street sweeping until the project is complete. The developer hereby agrees to indemnify and hold the City harmless from any and all claims for damages of any nature whatsoever arising out of the Applicant's acts or omissions in performing the obligations imposed upon the Applicant by this paragraph.
39. The Applicant will provide to the City copies of test results, suppliers, subcontractors, etc., relating to the work to be performed by the developer.
40. Applicant will be required to conduct all major activities to construct the improvements during the following hours of operation:

Monday through Friday	7:00 A.M. to 7:00 P.M.
Saturday	9:00 A.M. to 7:00 P.M.
Sunday	Not Allowed

This does not apply to activities that are required on a 24-hour basis such as dewatering or bypass pumping, etc. Any deviations from the above hours are subject to approval of the City.

41. The Applicant shall within 24 hours, or more often if required by the City Engineer, clear from the public streets and property any soil, earth, or debris resulting from construction work by the Applicant or its agents or assigns. All debris, including brush, vegetation, trees, and demolition materials, shall be properly disposed of off-site; burying construction debris, trees, and other vegetation is prohibited. Burning of trees and structures is prohibited, except for fire training only.
42. The Applicant grants the City, its agents, employees, officers, and contractors, permission to enter the site to perform all necessary inspections during grading and construction activities.
43. The Applicant will be responsible for vacation, addition, and recording of any needed easements for site utilities.

44. The Applicant must provide the City with an as-built survey of all private and public utilities and grading plan prior to issuance of a certificate of occupancy.
45. The Applicant must provide the City with a stormwater model reflecting as-built elevations and an acknowledgement from the building owner that the site, as constructed, may not comply with the City's freeboard standards prior to issuance of a certificate of occupancy.
46. Adequate dumpsters must be on site during construction. When the dumpsters are full, they must be emptied immediately or replaced with an empty dumpster. The builder is responsible for cleaning up debris onsite and on adjacent properties.
47. Adequate portable toilets must be on-site at all times during construction of development. Toilets must be regularly emptied.
48. After the site is rough graded, but before any utility construction commences or building permits are issued, the erosion control plan shall be implemented by the developer and inspected and approved by the City. The City may impose additional erosion control requirements if it is determined that the methods implemented are insufficient to properly control erosion.
49. All areas disturbed by the excavation and back-filling operations shall be fertilized, mulched, and disc anchored as necessary for seed retention. Time is of the essence in controlling erosion. If the developer does not comply with the erosion control plan and schedule, or supplementary instructions received from the City, or in an emergency determined at the sole discretion of the City, the City may take such action as it deems appropriate to control erosion immediately. The City will notify the developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's and the City's rights or obligations. If the developer does not reimburse the City for any costs of the City incurred for such work within thirty (30) days, the City may draw down the letter of credit to pay such costs.
50. The Developer is responsible for erosion control inspection fees at the current rates. If the developer does not reimburse the City for the costs the City incurred for such work within thirty (30) days, the City may draw down the letter of credit to pay such costs.
51. Dust control measures must be in place to prevent dust and erosion, including, but not limited to daily watering, silt fences, and seeding. The City Engineer may impose reasonable measures to reduce dust at the site.
52. Construction parking on 100th Street, Hamlet Avenue, and Hadley Avenue is prohibited.

Passed this 18th day of June 2025.

Attest:

Myron Bailey, Mayor

Tamara Anderson, City Clerk

**CITY OF COTTAGE GROVE
WASHINGTON COUNTY
STATE OF MINNESOTA**

Council member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. 2025-092

**A RESOLUTION SUPPORTING USE OF LOCAL AFFORDABLE HOUSING
AID FOR AN AFFORDABLE RENTAL HOUSING DEVELOPMENT PROJECT**

WHEREAS, the City of Cottage Grove (the “City”) has received a request from Real Estate Equities (the “Developer”) for financial support for a 164-unit multi-family rental apartment project at Hadley Avenue and 100th Street in Cottage Grove (the “Project”); and

WHEREAS, the City is supportive of affordable housing in the community and recognizes the financial challenges faced by such projects; and

WHEREAS, the Developer intends to submit an application to the Washington County Community Development Agency (the “CDA”) for low-income housing tax credits (“LIHTC”) for the Project; and

WHEREAS, in connection with its application for LIHTC, the Developer has requested that the City make a financial commitment to the Project; and

WHEREAS, the City is a Tier I City and has available to it local affordable housing aid (“LAHA”) funds under Minnesota Statutes, section 477A.35 (the “Act”); and

WHEREAS, the Project as proposed by the Developer will be a qualifying project under the Act.

Now, Therefore, Be It Resolved by the City of Cottage Grove as follows:

1. The City supports dedication of its LAHA funds for the years 2024, 2025 and 2026 in an estimated total amount of \$785,000 to support the Project, subject to such funds being made available to the City and the Project being a qualifying project under the Act.
2. City staff and consultants are hereby authorized and directed to transmit a copy of this resolution to the Developer for inclusion in its application to the CDA for LIHTC.

The motion on the foregoing resolution was duly seconded by member _____ and upon vote being taken, the following voted in favor thereof:

_____ and the following voted against the same:

WHEREUPON SAID RESOLUTION WAS DECLARED DULY PASSED AND
ADOPTED THIS 18TH DAY OF JUNE, 2025.

Myron Bailey, Mayor

ATTEST:

Tamara Anderson, City Clerk

PLANNING/ZONING METRICS		
CURRENT:		ALLOWED:
ZONING:	AG-2, Agriculture Preserve	§ 11-7-5: R-5 MEDIUM DENSITY RESIDENTIAL (Comp. Plan 2040)

ZONING (PROPOSED): § 11-7-6: R-6 HIGH DENSITY RESIDENTIAL ZONING DISTRICT:		
ALLOWED:		PROPOSED:
BUILDING HT.:	55'	48' (ABOVE FIRST FLOOR)
SETBACKS:	- Front yard: 15' - Rear yard: 15' - Side yard: 15' - Max Structure HT: 55' - Setbacks between Bldgs: 15' - Setbacks from other Districts: 30' (abutting 'R' districts)	(no exceptions taken)
PARKING:	1.6 paved off-street parking spaces per dwelling unit	UNIT/PARKING STALL RATIO = 1:1.9
MAXIMUM SITE COVERAGE:	65% total impervious	56% total impervious

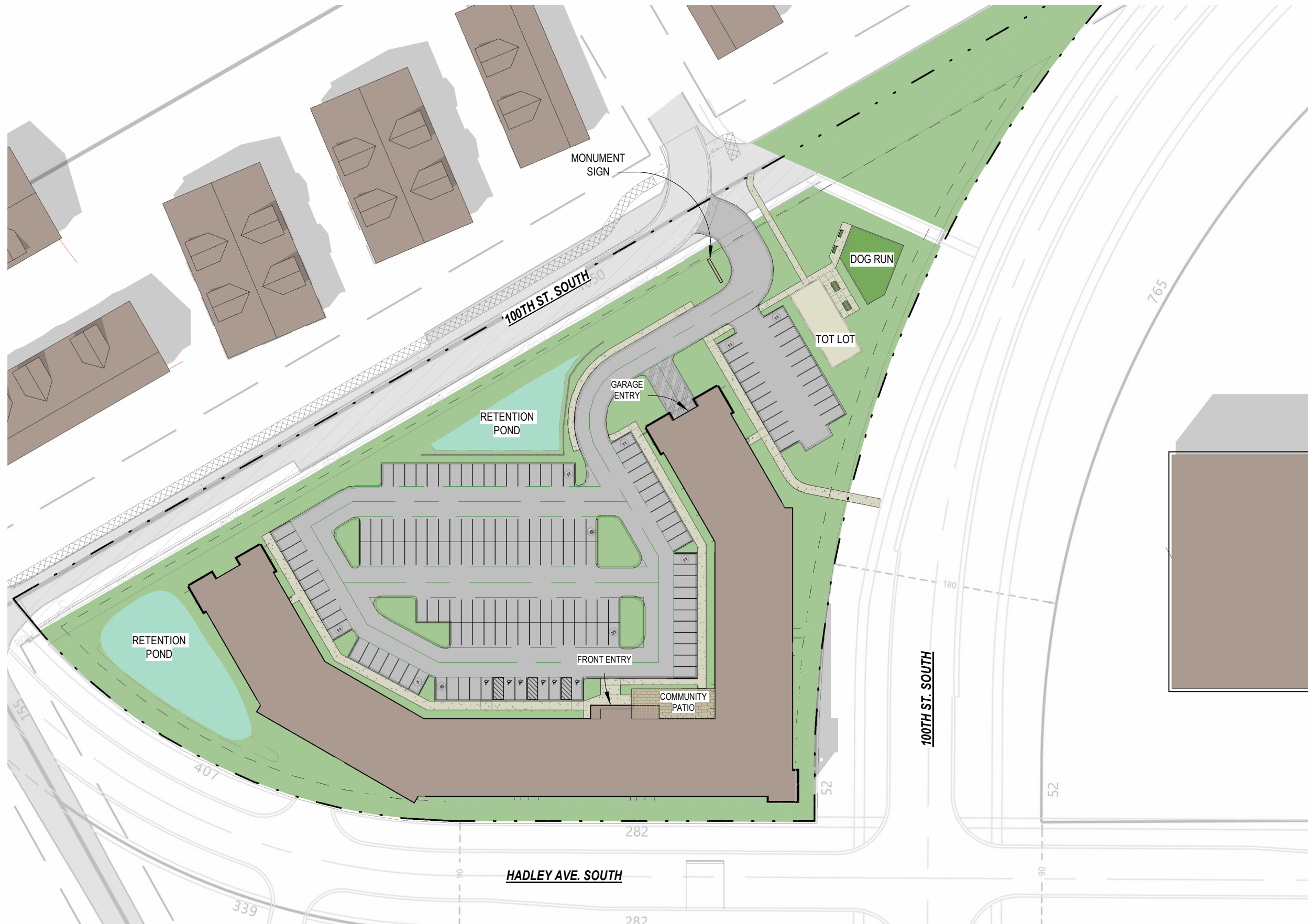
SITE METRICS	
ADDRESS/LOCATION:	100TH ST. S & HADLEY AVE. S - COTTAGE GROVE, MN
PLAT NAME:	PRESERVE AT PRAIRIE DUNES, BLOCK 1, LOT 1
COUNTY:	WASHINGTON COUNTY
PARCEL I.D.:	2902721220002
PARCEL AREA:	4.7 ACRES (204,599 SF)
APPLICATIONS:	

GROSS AREA - TOTAL	
Level	Area
Level 4	48,243 ft²
Level 3	48,243 ft²
Level 2	48,243 ft²
Level 1	48,441 ft²
Level -1	48,946 ft²
Grand total	242,116 ft²

PARKING		
Level	Type	Count
Level -1		148
Level 1		164
		312

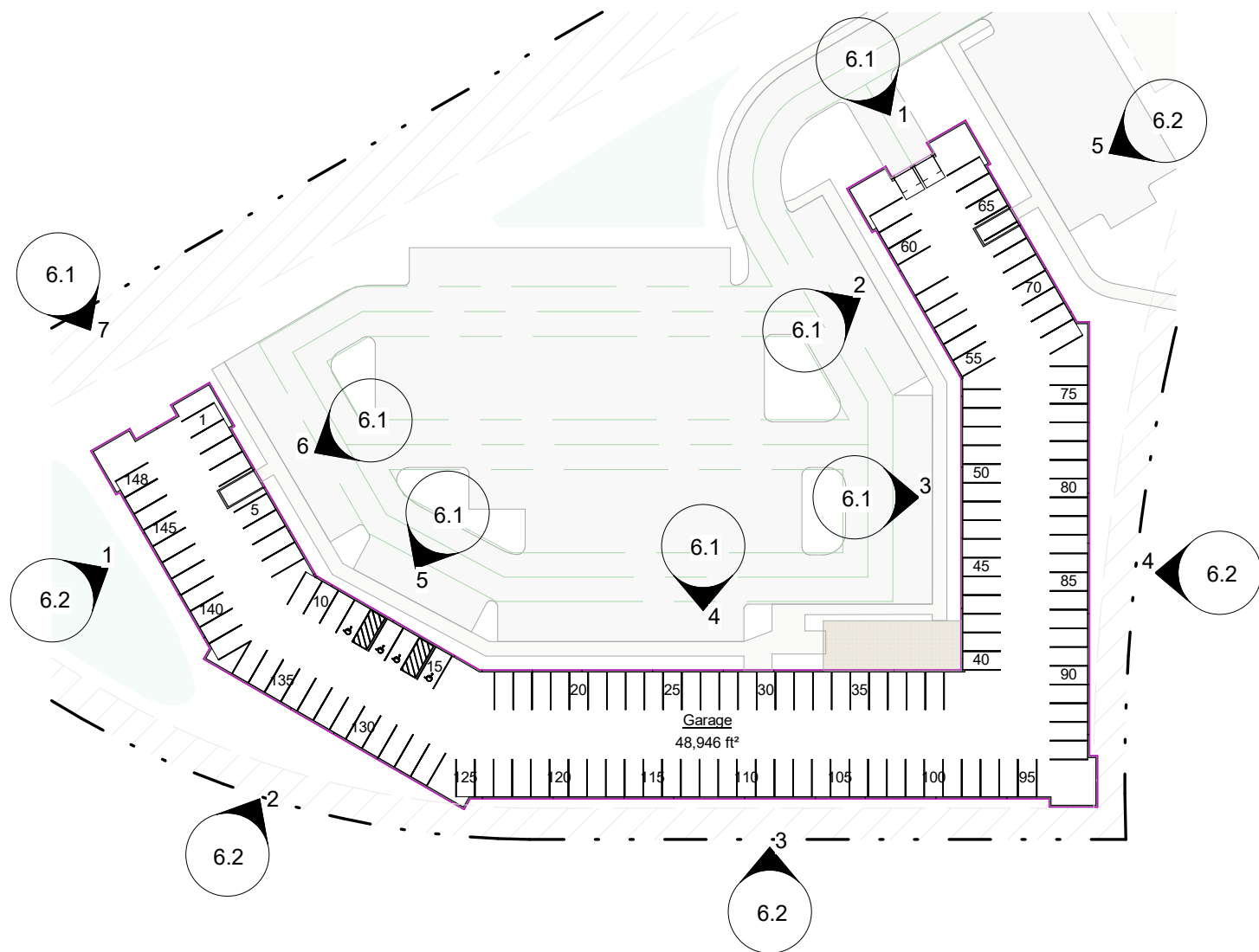
UNIT NET AREA	
Name	Area
Unit 3-1	870 ft²
Unit 3-2	1,021 ft²
Unit 4-3	1,266 ft²
Unit 4-4	1,241 ft²

UNIT MIX - GROSS AREA				
Name	Count	Unit Gross Area	Total Area	%
		Main Floor		
1BR				
Unit 1-0	35	663 ft²	23,196 ft²	21%
	35		23,196 ft²	21%
2BR				
Unit 3-1	78	939 ft²	73,234 ft²	48%
Unit 3-2	8	1,149 ft²	9,188 ft²	5%
	86		82,422 ft²	52%
3BR				
Unit 4-3	16	1,358 ft²	21,732 ft²	10%
Unit 4-4	11	1,326 ft²	14,581 ft²	7%
Unit 4-5	12	1,359 ft²	16,309 ft²	7%
Unit 4-6	4	1,341 ft²	5,362 ft²	2%
	43		57,984 ft²	26%
Grand total	164		163,602 ft²	100%

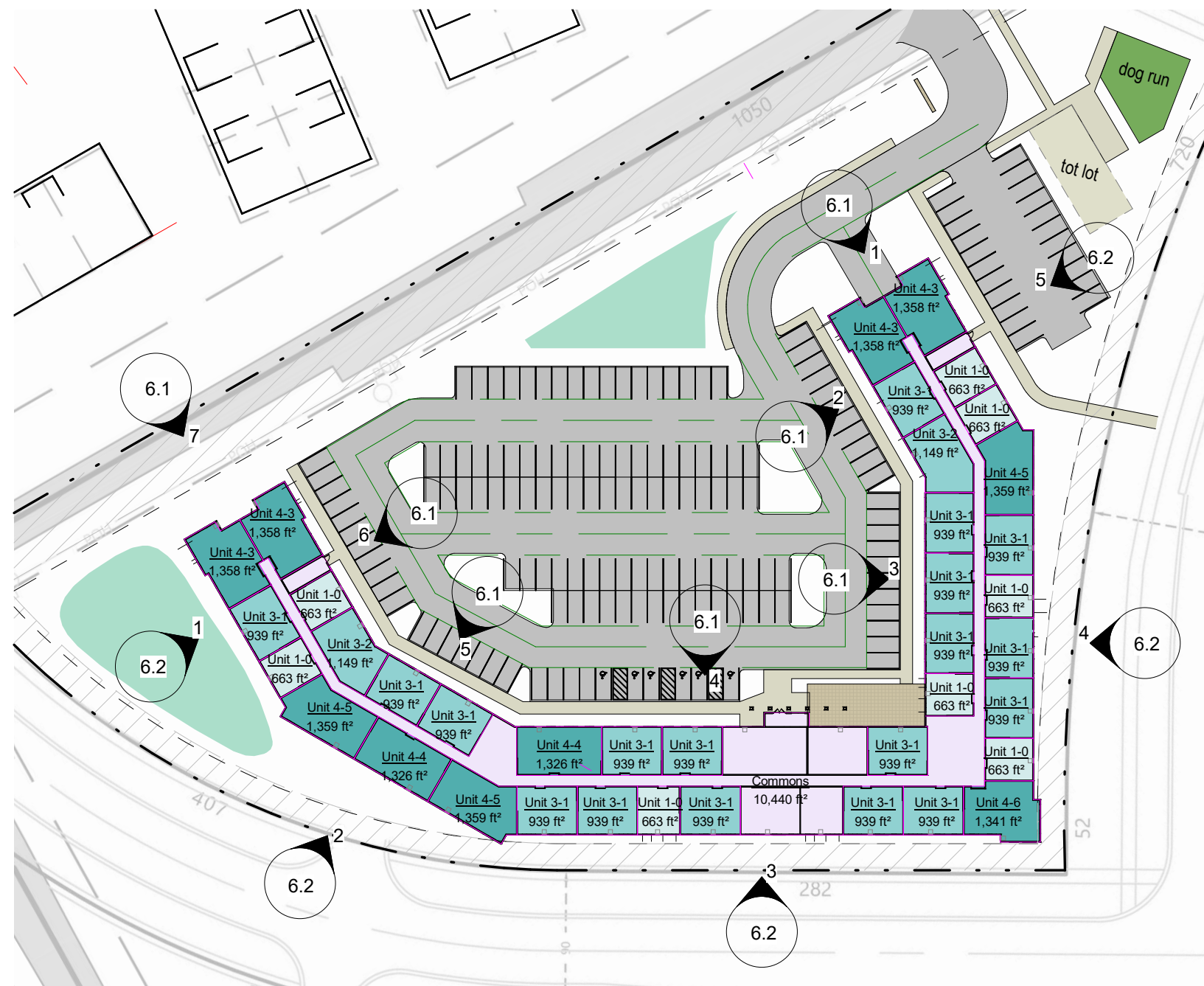


1 SD Site Plan
1" = 80'-0"



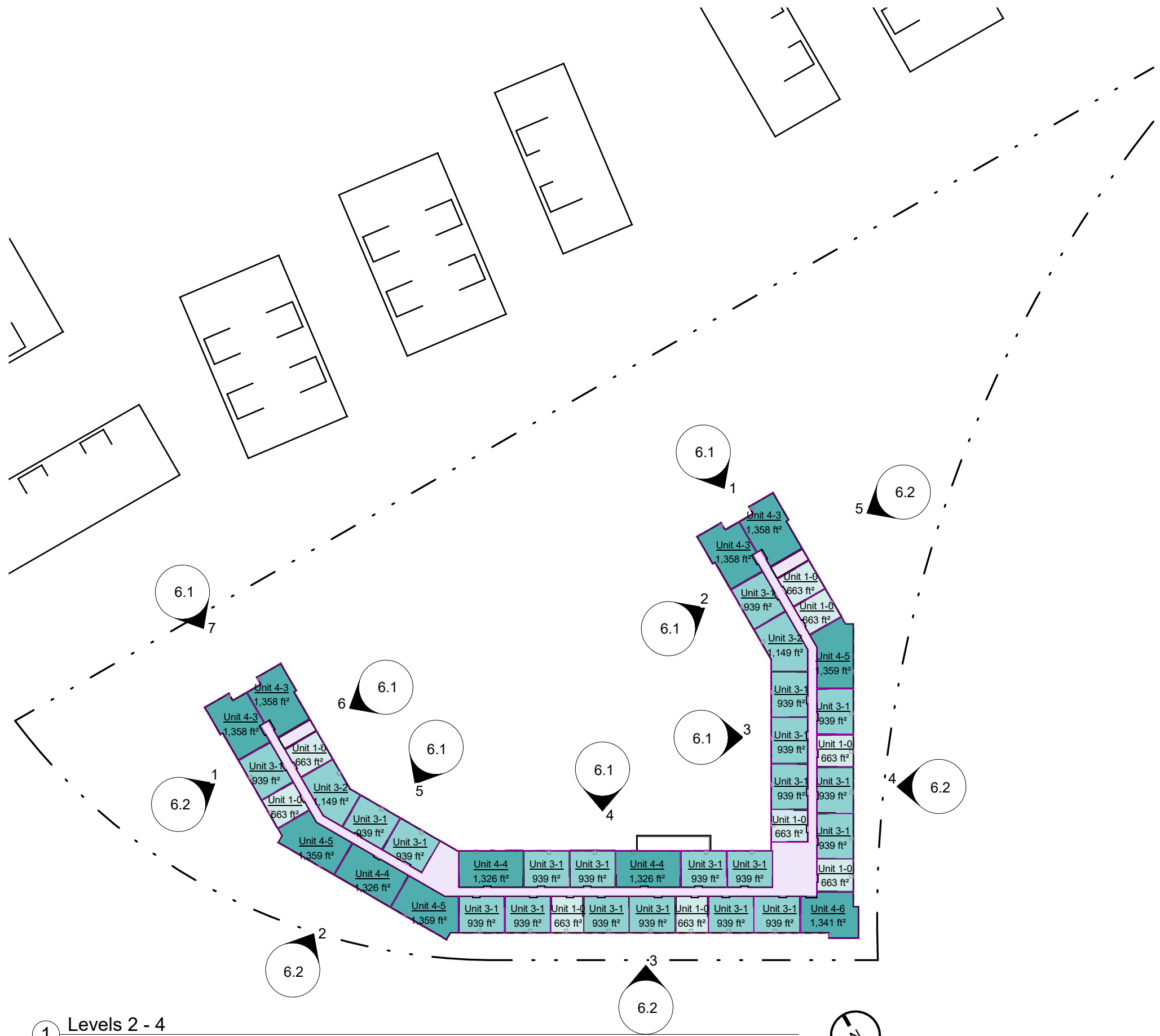


① Level -1
1" = 80'-0"

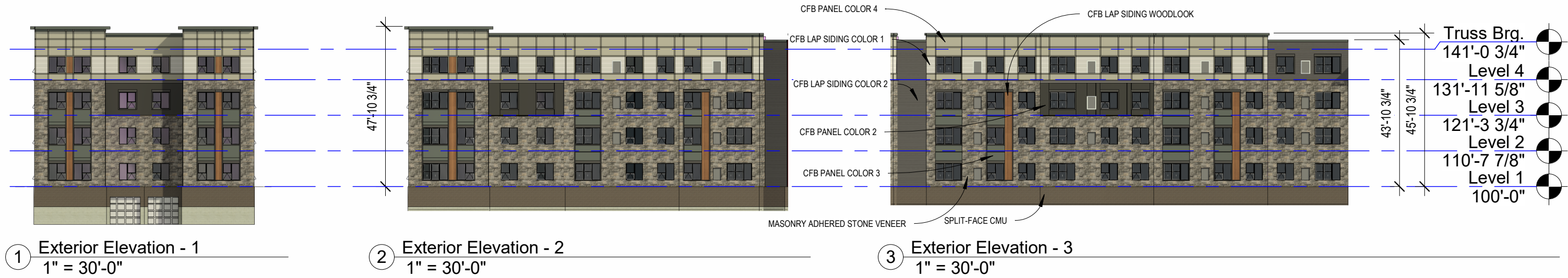


② Level 1
1" = 80'-0"





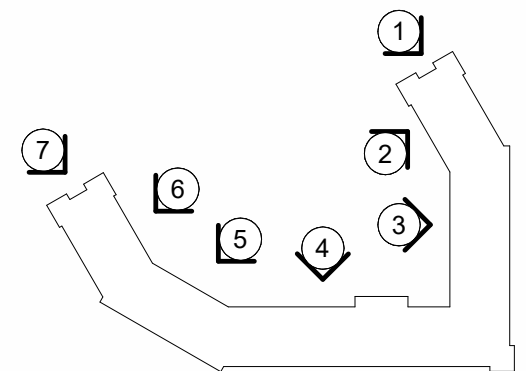
1 Levels 2 - 4
1" = 80'-0"



TOTAL SQ FT. - 81,344

MASONRY ADHERED STONE VENEER - 29,283 SQ FT. - 36%
WINDOWS - 16,471 SQ FT. - 20%
SPLITFACE CMU - 7,320 SQ FT. - 9%
CLASS 1 MATERIALS TOTAL - 65%

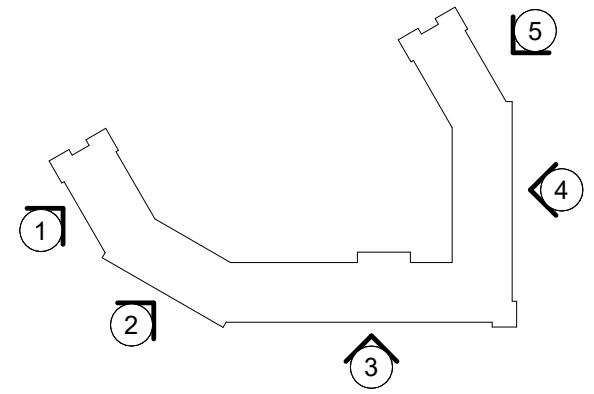
CFB LAP SIDING & PANEL- 28,470 SQ FT. - 35%
CLASS 3 MATERIALS TOTAL 35%



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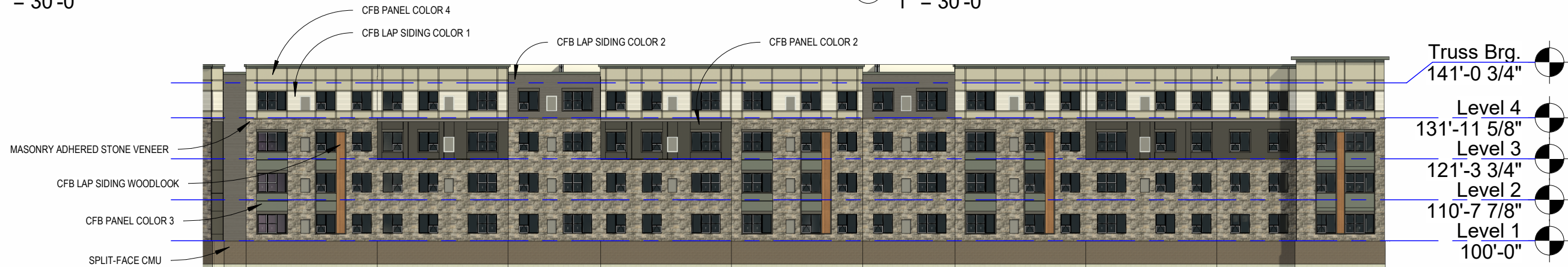
CFB LAP SIDING & PANEL- 28,470 SQ FT. - 35%
CLASS 3 MATERIALS TOTAL 35%



1 Exterior Elevation - 8
1" = 30'-0"



2 Exterior Elevation - 9
1" = 30'-0"



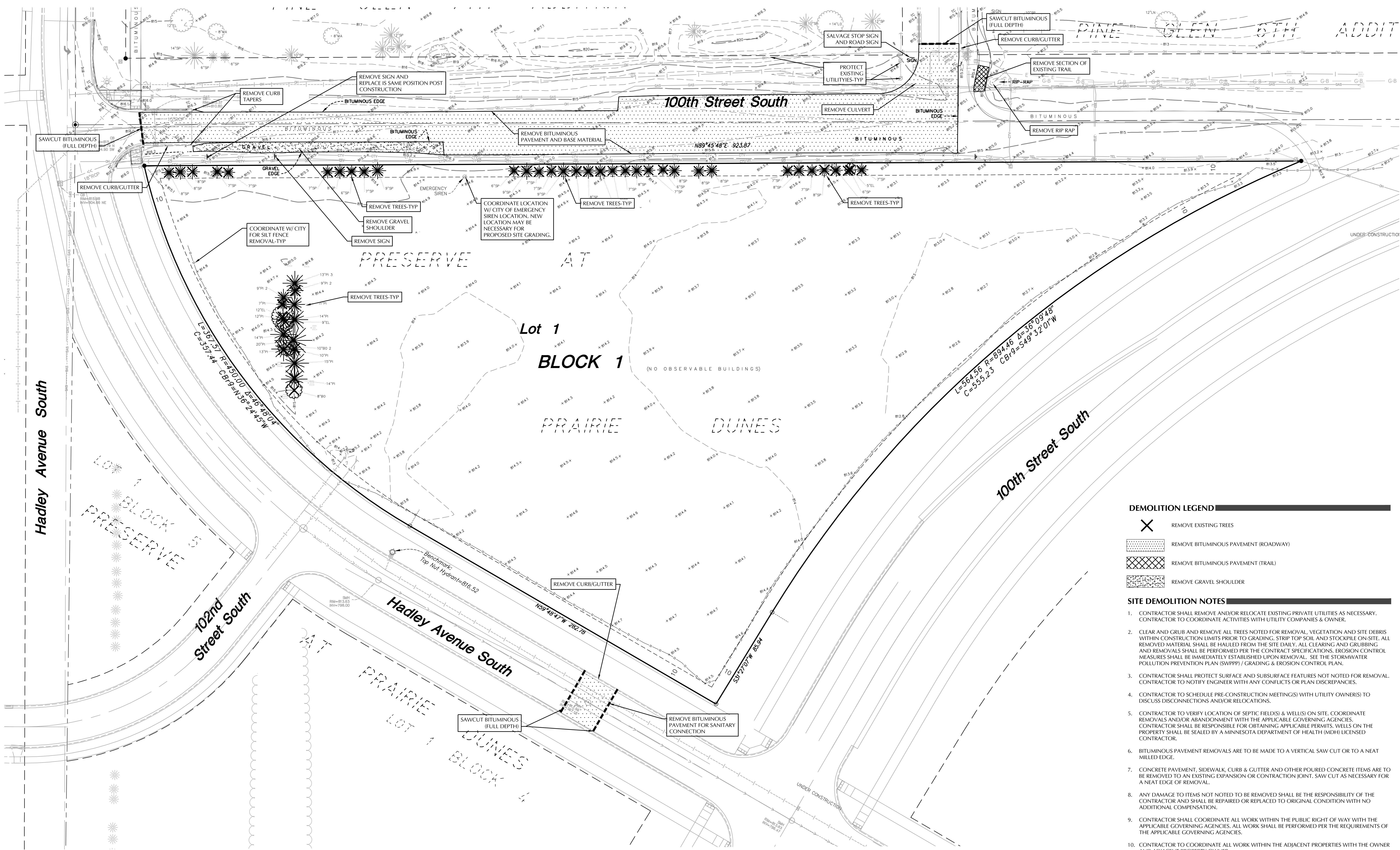
3 Exterior Elevation - 10
1" = 30'-0"



4 Exterior Elevation - 11
1" = 30'-0"



5 Exterior Elevation - 12
1" = 30'-0"



TREE PRESERVATION INFORMATION

TREES TO REMOVE	49
TREES TO SAVE	0
TREES THAT DON'T QUALIFY	2
TOTAL TREES ON SITE	51

TOTAL QUALIFYING INCHES	437
PERMITTED REMOVAL THRESHOLD	40%
INCHES PERMITTED TO BE REMOVED	174.8
INCHES REMOVED	437
EXCESS INCHES REMOVED	262.2
(437 X 40% = 174.8)	
437 - 174.8 = 262.2	

REPLACEMENT RATE	50.00%
REPLACEMENT INCHES REQUIRED	131.10
(262.2 X 50% = 131.10)	

NOTE:
SEE SHEET L1-1 LANDSCAPE PLAN FOR
INFORMATION ON PROPOSED REPLACEMENT
CALIPER INCHES.

COUNT	SURVEY #	CAL. INCH	SPECIES	STATUS	QUALIFY
1	45046	7	SPRUCE	REMOVE	YES
2	45047	5	ELM	REMOVE	NO
3	45048	6	SPRUCE	REMOVE	YES
4	45050	7	SPRUCE	REMOVE	YES
5	45051	8	SPRUCE	REMOVE	YES
6	45052	7	SPRUCE	REMOVE	YES
7	45053	8	SPRUCE	REMOVE	YES
8	45055	7	SPRUCE	REMOVE	YES
9	45090	8	SPRUCE	SAVE	YES
10	45091	8	SPRUCE	SAVE	YES
11	45092	8	SPRUCE	SAVE	YES
12	45093	6	SPRUCE	SAVE	YES
13	45094	7	SPRUCE	SAVE	YES
14	45120	8	SPRUCE	SAVE	YES
15	45121	7	SPRUCE	SAVE	YES
16	45122	7	SPRUCE	SAVE	YES
17	45123	8	SPRUCE	REMOVE	YES
18	45124	8	SPRUCE	REMOVE	YES

COUNT	SURVEY #	CAL. INCH	SPECIES	STATUS	SIGNIFICANT
19	45125	8	SPRUCE	REMOVE	YES
20	45127	9	SPRUCE	REMOVE	YES
21	45128	7	SPRUCE	REMOVE	YES
22	45152	7	SPRUCE	REMOVE	YES
23	45153	9	SPRUCE	REMOVE	YES
24	45154	6	SPRUCE	REMOVE	YES
25	45473	9	PINE	REMOVE	YES
26	45474	13	PINE	REMOVE	YES
27	45475	9	PINE	REMOVE	YES
28	45476	7	PINE	REMOVE	YES
29	45477	11	PINE	REMOVE	YES
30	45478	12	ELM	REMOVE	YES
31	45479	12	PINE	REMOVE	YES
32	45480	9	ELM	REMOVE	NO
33	45481	14	PINE	REMOVE	YES
34	45482	14	PINE	REMOVE	YES
35	45483	20	PINE	REMOVE	YES
36	45484	10	BOXELDER	REMOVE	YES

COUNT	SURVEY #	CAL. INCH	SPECIES	STATUS	SIGNIFICANT
37	45485	13	PINE	REMOVE	YES
38	45486	10	PINE	REMOVE	YES
39	45487	15	PINE	REMOVE	YES
40	45488	14	PINE	REMOVE	YES
41	45489	8	BOXELDER	REMOVE	YES
42	45503	8	SPRUCE	REMOVE	YES
43	45504	8	SPRUCE	REMOVE	YES
44	45505	8	SPRUCE	REMOVE	YES
45	45506	7	SPRUCE	REMOVE	YES
46	45508	7	SPRUCE	REMOVE	YES
47	45511	7	SPRUCE	REMOVE	YES
48	45512	8	SPRUCE	REMOVE	YES
49	45513	6	SPRUCE	REMOVE	YES
50	45514	7	SPRUCE	REMOVE	YES
51	45516	9	SPRUCE	REMOVE	YES

DEMOLITION LEGEND

- REMOVE EXISTING TREES
- REMOVE BITUMINOUS PAVEMENT (ROADWAY)
- REMOVE BITUMINOUS PAVEMENT (TRAIL)
- REMOVE GRAVEL SHOULDER

SITE DEMOLITION NOTES

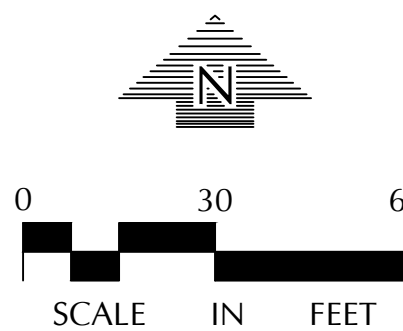
- CONTRACTOR SHALL REMOVE AND/OR RELOCATE EXISTING PRIVATE UTILITIES AS NECESSARY. CONTRACTOR TO COORDINATE ACTIVITIES WITH UTILITY COMPANIES & OWNER.
- CLEAR AND GRUB AND REMOVE ALL TREES NOTED FOR REMOVAL, VEGETATION AND SITE DEBRIS WITHIN CONSTRUCTION LIMITS PRIOR TO GRADING. STRIP TOP SOIL AND STOCKPILE ON-SITE. ALL REMOVED MATERIAL SHALL BE HAULED FROM THE SITE DAILY. ALL CLEARING AND GRUBBING AND REMOVALS SHALL BE PERFORMED PER THE CONTRACT SPECIFICATIONS, EROSION CONTROL MEASURES SHALL BE IMMEDIATELY ESTABLISHED UPON REMOVAL. SEE THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) / GRADING & EROSION CONTROL PLAN.
- CONTRACTOR SHALL PROTECT SURFACE AND SUBSURFACE FEATURES NOT NOTED FOR REMOVAL. CONTRACTOR TO NOTIFY ENGINEER WITH ANY CONFLICTS OR PLAN DISCREPANCIES.
- CONTRACTOR TO SCHEDULE PRE-CONSTRUCTION MEETING(S) WITH UTILITY OWNER(S) TO DISCUSS DISCONNECTIONS AND/OR RELOCATIONS.
- CONTRACTOR TO VERIFY LOCATION OF SEPTIC FIELD(S) & WELL(S) ON SITE. COORDINATE REMOVALS AND/OR ABANDONMENT WITH THE APPLICABLE GOVERNING AGENCIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING APPLICABLE PERMITS. WELLS ON THE PROPERTY SHALL BE SEALED BY A MINNESOTA DEPARTMENT OF HEALTH (MDH) LICENSED CONTRACTOR.
- BITUMINOUS PAVEMENT REMOVALS ARE TO BE MADE TO A VERTICAL SAW CUT OR TO A NEAT MILLED EDGE.
- CONCRETE PAVEMENT, SIDEWALK, CURB & GUTTER AND OTHER POURED CONCRETE ITEMS ARE TO BE REMOVED TO AN EXISTING EXPANSION OR CONTRACTION JOINT. SAW CUT AS NECESSARY FOR A NEAT EDGE OF REMOVAL.
- ANY DAMAGE TO ITEMS NOT NOTED TO BE REMOVED SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE REPAIRED OR REPLACED TO ORIGINAL CONDITION WITH NO ADDITIONAL COMPENSATION.
- CONTRACTOR SHALL COORDINATE ALL WORK WITHIN THE PUBLIC RIGHT OF WAY WITH THE APPLICABLE GOVERNING AGENCIES. ALL WORK SHALL BE PERFORMED PER THE REQUIREMENTS OF THE APPLICABLE GOVERNING AGENCIES.
- CONTRACTOR TO COORDINATE ALL WORK WITHIN THE ADJACENT PROPERTIES WITH THE OWNER AND ADJACENT PROPERTY OWNER.
- REFER TO THE GEOTECHNICAL REPORT FOR INFORMATION INCLUDING BUT NOT LIMITED TO GROUNDWATER CONDITIONS AND RECOMMENDATIONS FOR EXCAVATION DEWATERING.
- THE CONTRACTOR SHALL COORDINATE WITH THE OWNER FOR ANY REPAIRS TO THE IRRIGATION SYSTEM THAT IS AFFECTED DURING CONSTRUCTION.



CALL BEFORE YOU DIG!
Gopher State One Call
TWIN CITY AREA: 651-454-0002
TOLL FREE: 1-800-255-4166

WARNING:

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CADD QUALIFICATION

CADD files prepared by the Consultant for this project are prepared by the Consultant professional services for use solely with respect to this project. These CADD files shall not be used on other projects, for additions to this project, or for completion of this project by others without written approval by the Consultant. With the Consultant's approval, others may be permitted to obtain copies of the CADD drawing files for information and reference only. All intentional or unintentional revisions, additions, or deletions to these CADD files shall be made in the full file of the project and not in separate additions or deletions and the user shall hold harmless and indemnify the Consultant from any & all responsibilities, claims, and liabilities.

SUBMITTAL/REVISIONS

08/28/24	CITY SUBMITTAL
10/22/24	CITY SUBMITTAL
10/31/24	CITY SUBMITTAL
	RESPONSE TO
04/02/25	CITY SUBMITTAL

PROFESSIONAL SIGNATURE

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

License No.	PJ Daub - PE	49933
Date		-

QUALITY CONTROL

Loucks Project No.	24227A
Project Lead	PJD
Drawn By	DDL
Checked By	PJD
Review Date	04/02/25

SHEET INDEX

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DEMOLITION PLAN

C1-1

HADLEY
WORKFORCE
APARTMENTS

COTTAGE GROVE, MN

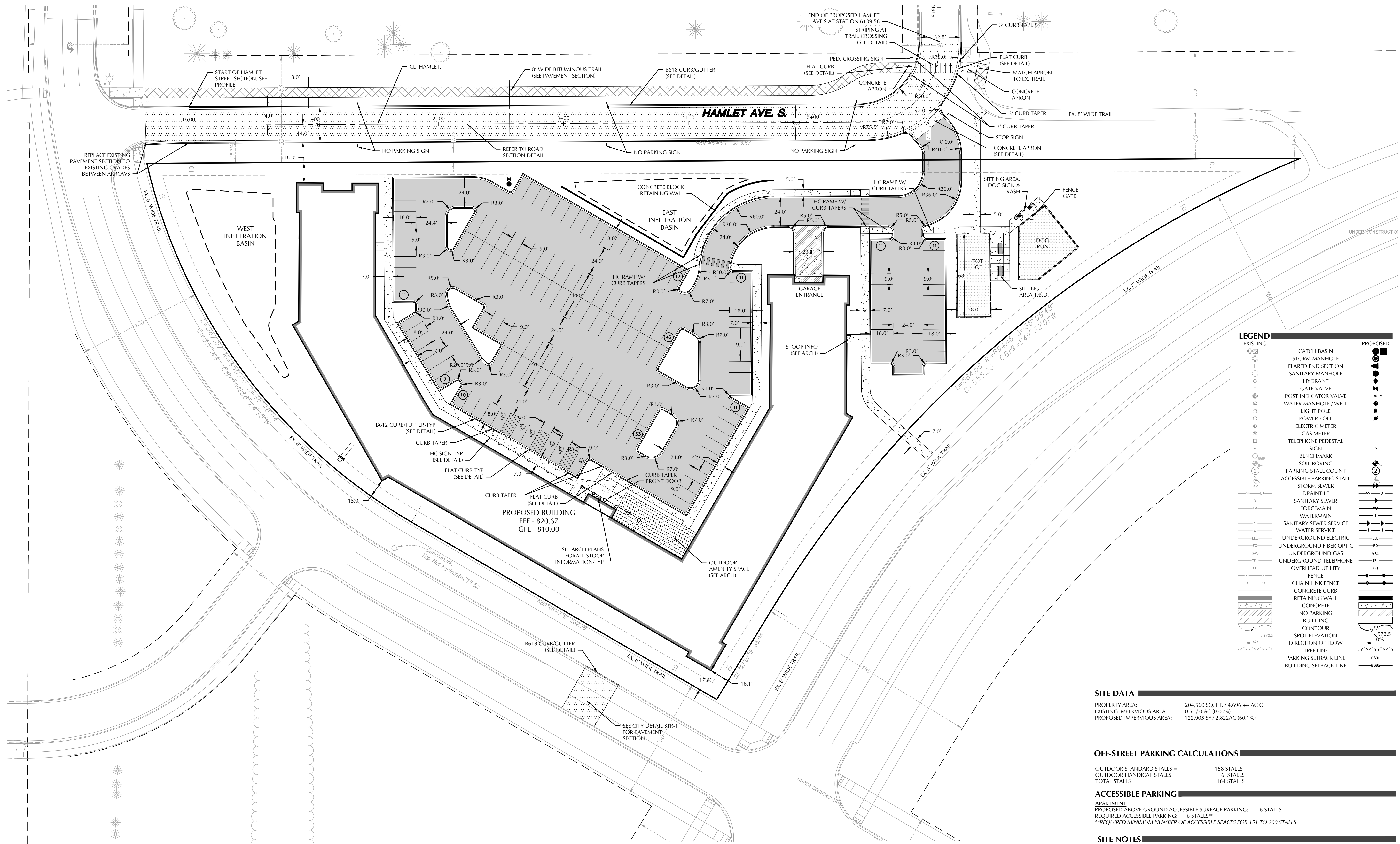
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LEGEND

EXISTING

PROPOSED

CATCH BASIN

STORM MANHOLE

FLARED END SECTION

SANITARY MANHOLE

HYDRANT

GATE VALVE

POST INDICATOR VALVE

WATER MANHOLE / WELL

LIGHT POLE

POWER POLE

ELECTRIC METER

GAS METER

TELEPHONE PEDESTAL

SIGN

BENCHMARK

SOIL BORING

PARKING STALL COUNT

ACCESSIBLE PARKING STALL

STORM SEWER

DRAIN TILE

SANITARY SEWER

FORCE MAIN

WATER MAIN

SANITARY SEWER SERVICE

WATER SERVICE

UNDERGROUND ELECTRIC

UNDERGROUND FIBER OPTIC

UNDERGROUND GAS

UNDERGROUND TELEPHONE

OVERHEAD UTILITY

FENCE

CHAIN LINK FENCE

CONCRETE CURB

RETAINING WALL

CONCRETE

NO PARKING

BUILDING

CONTOUR

SPOT ELEVATION

DIRECTION OF FLOW

TREE LINE

PARKING SETBACK LINE

BUILDING SETBACK LINE

SITE DATA

PROPERTY AREA: 204,560 SQ. FT. / 4.696 +/- AC C
EXISTING IMPERVIOUS AREA: 0 SF / 0 AC (0.00%)
PROPOSED IMPERVIOUS AREA: 122,905 SF / 2.822 AC (60.1%)

OFF-STREET PARKING CALCULATIONS

OUTDOOR STANDARD STALLS = 158 STALLS
OUTDOOR HANDICAP STALLS = 6 STALLS
TOTAL STALLS = 164 STALLS

ACCESSIBLE PARKING

APARTMENT
PROPOSED ABOVE GROUND ACCESSIBLE SURFACE PARKING: 6 STALLS
REQUIRED ACCESSIBLE PARKING: 6 STALLS**
**REQUIRED MINIMUM NUMBER OF ACCESSIBLE SPACES FOR 151 TO 200 STALLS

SITE NOTES

- ALL PAVING, CONCRETE CURB, GUTTER AND SIDEWALK SHALL BE FURNISHED AND INSTALLED IN ACCORDANCE WITH THE DETAILS SHOWN PER THE DETAIL SHEETS(S) AND APPLICABLE GOVERNING AGENCY REQUIREMENTS.
- ACCESSIBLE PARKING AND ACCESSIBLE ROUTES SHALL BE PROVIDED PER CURRENT ADA STANDARDS AND APPLICABLE GOVERNING AGENCY REQUIREMENTS.
- ALL CURB DIMENSIONS SHOWN ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
- ALL BUILDING DIMENSIONS ARE TO THE OUTSIDE FACE OF WALL UNLESS OTHERWISE NOTED.
- BITUMINOUS IMPREGNATED FIBER BOARD TO BE PLACED AT FULL DEPTH OF CONCRETE ADJACENT TO EXISTING STRUCTURES AND BEHIND CURB ADJACENT TO DRIVEWAYS AND SIDEWALKS.
- SEE SITE ELECTRICAL PLAN FOR SITE LIGHTING.
- REFER TO ARCHITECTURAL PLANS FOR DETAILED BUILDING AREAS, DIMENSIONS, UNIT COUNTS, STRUCTURED PARKING STALL TOTALS, FLOOR AREA RATIOS, ETC.



CALL BEFORE YOU DIG

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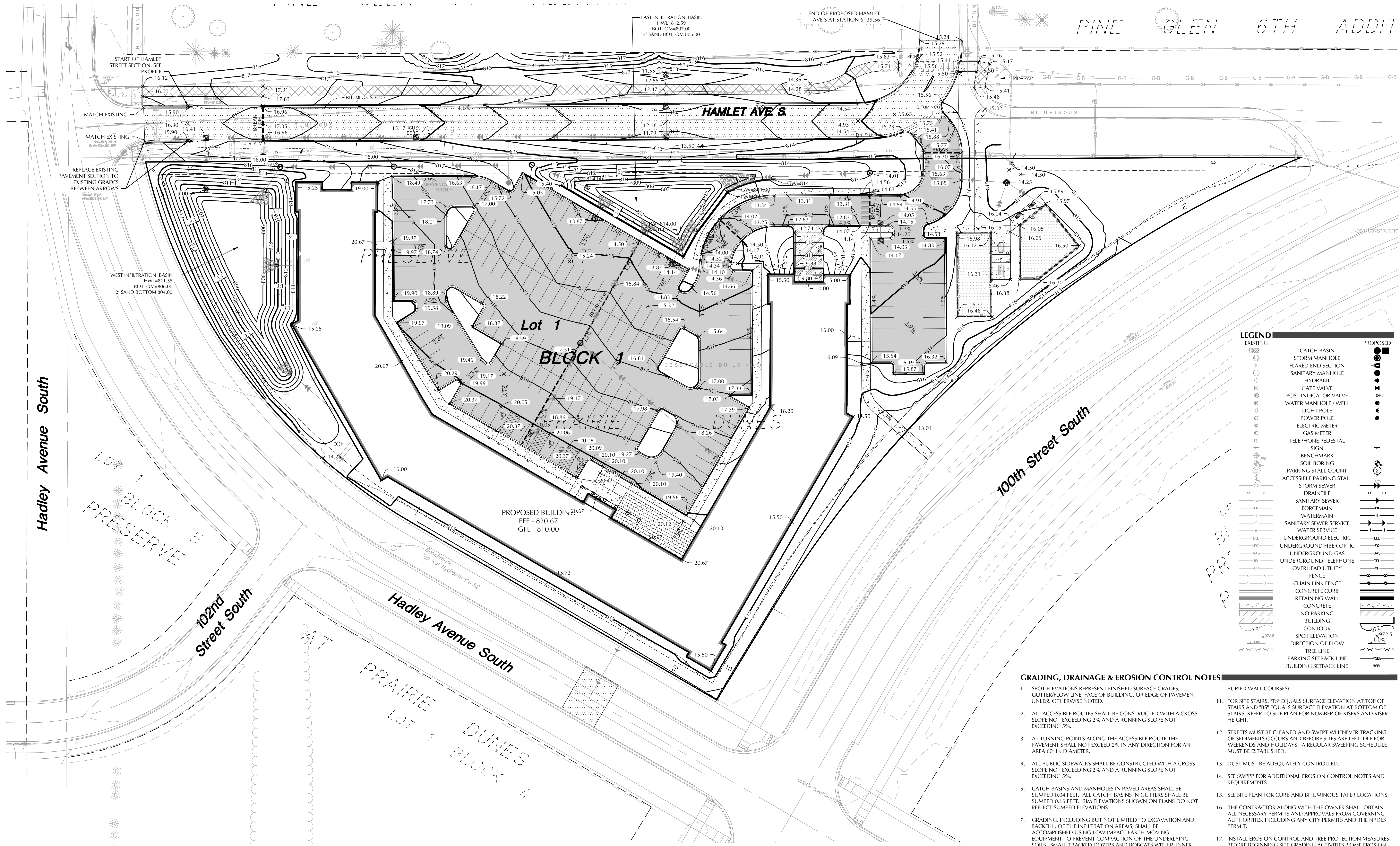
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0 30 60
SCALE IN FEET



GRADING, DRAINAGE & EROSION CONTROL NOTES

- SPOT ELEVATIONS REPRESENT FINISHED SURFACE GRADES, GUTTER/FLOW LINE, FACE OF BUILDING, OR EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
 - ALL ACCESSIBLE ROUTES SHALL BE CONSTRUCTED WITH A CROSS SLOPE NOT EXCEEDING 2% AND A RUNNING SLOPE NOT EXCEEDING 5%.
 - AT TURNING POINTS ALONG THE ACCESSIBLE ROUTE THE PAVEMENT SHALL NOT EXCEED 2% IN ANY DIRECTION FOR AN AREA 60" IN DIAMETER.
 - ALL PUBLIC SIDEWALKS SHALL BE CONSTRUCTED WITH A CROSS SLOPE NOT EXCEEDING 2% AND A RUNNING SLOPE NOT EXCEEDING 5%.
 - CATCH BASINS AND MANHOLES IN PAVED AREAS SHALL BE SUMPED 0.04 FEET. ALL CATCH BASINS IN GUTTERS SHALL BE SUMPED 0.16 FEET. RIM ELEVATIONS SHOWN ON PLANS DO NOT REFLECT SUMPED ELEVATIONS.
 - GRADING, INCLUDING BUT NOT LIMITED TO EXCAVATION AND BACKFILL, OF THE INFILTRATION AREA(S) SHALL BE ACCOMPLISHED USING LOW-IMPACT EARTH-MOVING EQUIPMENT TO PREVENT COMPACTION OF THE UNDERLYING SOILS. SMALL TRACKED DOZERS AND BORCATS WITH RUNNER TRACKS ARE RECOMMENDED. NO WHEELED MACHINES SHALL BE USED.
 - SOIL BENEATH THE INFILTRATION AREA(S) SHALL BE RIPPED WITH A TOOTHED BUCKET TO REMOVE SOIL INTERFACE PRIOR TO BACKFILL.
 - ALL DISTURBED UNPAVED AREAS ARE TO RECEIVE MINIMUM OF 4 INCHES OF TOP SOIL AND SEED/MULCH OR SOD. THESE AREAS SHALL BE WATERED/MAINTAINED BY THE CONTRACTOR UNTIL VEGETATION IS ESTABLISHED. REFER TO THE LANDSCAPE PLANS, DETAILS AND SPECIFICATIONS FOR FINAL SITE STABILIZATION.
 - FOR SITE RETAINING WALLS "TV" EQUALS SURFACE GRADE AT TOP FACE OF WALL (NOT TOP OF WALL), "GW" EQUALS SURFACE GRADE AT WALL GRADE TRANSITION, AND "BW" EQUALS SURFACE GRADE AT BOTTOM FACE OF WALL (NOT BOTTOM OF
- FOR SITE STAIRS, "TS" EQUALS SURFACE ELEVATION AT TOP OF STAIRS AND "BS" EQUALS SURFACE ELEVATION AT BOTTOM OF STAIRS. REFER TO SITE PLAN FOR NUMBER OF RISERS AND RISER HEIGHT.
 - STREETS MUST BE CLEANED AND SWEEPED WHENEVER TRACKING OF SEDIMENTS OCCURS AND BEFORE SITES ARE LEFT IDLE FOR WEEKENDS AND HOLIDAYS. A REGULAR SWEEPING SCHEDULE MUST BE ESTABLISHED.
 - DUST MUST BE ADEQUATELY CONTROLLED.
 - SEE SWPPP FOR ADDITIONAL EROSION CONTROL NOTES AND REQUIREMENTS.
 - SEE SITE PLAN FOR CURB AND BITUMINOUS TAPER LOCATIONS.
 - THE CONTRACTOR ALONG WITH THE OWNER SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM GOVERNING AUTHORITIES, INCLUDING ANY CITY PERMITS AND THE NPDES PERMIT.
 - INSTALL EROSION CONTROL AND TREE PROTECTION MEASURES BEFORE BEGINNING SITE GRADING ACTIVITIES. SOME EROSION CONTROLS SUCH AS BALE CHECKS AND TEMPORARY SILT PONDS MAY BE INSTALLED AS GRADING OCCURS IN SPECIFIC AREAS. MAINTAIN EROSION CONTROLS THROUGHOUT THE GRADING PROCESS AND REMOVE WHEN TURF HAS BEEN ESTABLISHED.
 - CONTRACTOR SHALL PROVIDE AS-BUILT INFORMATION OF GRADING ACTIVITIES AS NEEDED PER APPLICABLE PERMIT REQUIREMENTS AND/OR DEVELOPMENT AGREEMENTS.
 - POST CONSTRUCTION TESTING OF THE INFILTRATION RATE AND DRAWDOWN PERIOD WILL BE REQUIRED. POST CONSTRUCTION TESTING SHOULD YIELD RESULTS OF APPROXIMATELY TWICE THE DESIGN RATE, PROVIDING A SAFETY FACTOR CONSISTENT WITH SECTION 16.11 OF THE NPDES CONSTRUCTION STORMWATER PERMIT. IF TEST RESULTS EXCEED 8.3 INCHES PER HOUR, SECTION 16.16 REQUIRES THAT SOILS BE AMENDED TO SLOW THE INFILTRATION RATE BELOW 8.3 INCHES PER HOUR



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10/22/24	CITY SUBMITTAL
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04/02/25	RESPONSE TO CITY SUBMITTAL

PROFESSIONAL SIGNATURE

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

License No. P3/Dash - PE 49933
Date -

QUALITY CONTROL

Loucks Project No.	24227A
Project Lead	PJD
Drawn By	DDL
Checked By	PJD
Review Date	04/02/25

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L1-2	LANDSCAPE DETAILS

GRADING
PLAN

C3-1

SWPPP NOTES

1. THE NATURE OF THIS PROJECT WILL CONSIST OF CONSTRUCTING A PROPOSED APARTMENT BUILDING, SURFACE PAVEMENTS, UTILITIES, LANDSCAPING, AND UNDERGROUND STORMWATER MANAGEMENT SYSTEMS.

2. THE INTENDED SEQUENCING OF MAJOR CONSTRUCTION ACTIVITIES ARE AS FOLLOWS:

A. INSTALL VEHICLE TRACKING BMP (DATE)

B. INSTALL INLET PROTECTION (DATE)

C. INSTALL SILT FENCE AROUND SITE (DATE)

D. CLEAR AND GRUB SITE (DATE)

E. STRIP AND STOCKPILE TOPSOIL (DATE)

F. REMOVE PAVEMENTS ROUGH GRADE SITE (DATE)

G. IMPORT CLEAN FILL FOR REPLACEMENT AND BALANCE (DATE)

H. INSTALL UTILITIES (DATE)

I. INSTALL BUILDING FOUNDATIONS (DATE)

J. INSTALL CURB AND GUTTER (DATE)

K. INSTALL PAVEMENTS AND WALKS (DATE)

L. FINAL GRADE SITE (DATE)

M. REMOVE ACCUMULATED SEDIMENT FROM STORMWATER SYSTEMS (DATE)

N. SEED AND MULCH (DATE)

O. WHEN ALL CONSTRUCTION ACTIVITY IS COMPLETE AND THE SITE IS STABILIZED, REMOVE SILT FENCE, INLET PROTECTION, AND RESEED ANY AREAS DISTURBED BY THE REMOVAL.

3. SITE DATA:

DISTURBED AREA:6.60 AC

PRE-CONSTRUCTION IMPERVIOUS AREA:0.00 AC PROPOSED PARCEL

PRE-CONSTRUCTION IMPERVIOUS AREA:0.60 AC PUBLIC RIGHT OF WAY

POST-CONSTRUCTION IMPERVIOUS AREA:2.86 AC PROPOSED PARCEL

POST-CONSTRUCTION IMPERVIOUS AREA:0.62 AC PUBLIC RIGHT OF WAY

GENERAL SOIL TYPE:SEE GEOTECHNICAL EVALUATION REPORT BY BRAUN

HYDROLOGY INFORMATION:SEE HYDROLOGY REPORT PREPARED BY LOUCKS

4. EROSION AND SEDIMENT CONTROLS WERE DESIGNED TO EFFECTIVELY CONTROL STORMWATER RUNOFF WITHIN THE PROJECT AREAS. EROSION AND SEDIMENT CONTROL HAVE BEEN PROPOSED TO MINIMIZE CHANNEL EROSION AND SCOUR IN THE IMMEDIATE VICINITY OF DISCHARGE POINTS. FACTORS THAT WERE CONSIDERED INCLUDE PROPOSED IMPERVIOUS AREAS, SLOPE OF IMPERVIOUS SURFACES, STORMWATER INFRASTRUCTURE DISCHARGE POINTS, AND ANNUAL AVERAGE PRECIPITATION DATA FOR THE PROJECT AREA.

5. WASHINGTON COUNTY RECEIVES AN AVERAGE OF 33 INCHES OF PRECIPITATION PER YEAR. THE FOLLOWING COUNTY 24-HOUR STORM EVENTS ARE BASED ON ATLAS 14 RAINFALL DATA:

2-YR2.80 INCHES

10-YR4.16 INCHES

100-YR7.20 INCHES

6. SEE "EXHIBIT: PROPOSED DRAINAGE AREAS" FOR SITE MAP WITH DRAINAGE AREA BOUNDARIES.

7. THE LOCATION OF AREAS NOT TO BE DISTURBED MUST BE IDENTIFIED WITH FLAGS, STAKES, SIGNS, SILT FENCE, ETC. BEFORE CONSTRUCTION BEGINS.

8. CONTRACTOR SHALL INSTALL RAIN GAUGE ON SITE.

9. GROUNDWATER & DEWATERING:

A. REFER TO THE GEOTECHNICAL REPORT FOR INFORMATION INCLUDING BUT NOT LIMITED TO GROUNDWATER CONDITIONS AND RECOMMENDATIONS FOR EXCAVATION DEWATERING.

B. FOLLOW LOCAL, STATE, AND FEDERAL REGULATIONS FOR GROUNDWATER PUMPING AND OBTAIN ALL NECESSARY PERMITS. A WATER USE PERMIT FROM THE DNR IS REQUIRED WHEN WITHDRAWING MORE THAN 10,000 GALLONS OF WATER PER DAY OR 1 MILLION GALLONS PER YEAR.

C. DISPERSE DISCHARGE USING APPROPRIATE ENERGY DISSIPATION MEASURES.

D. BMPs SHALL BE USED TO PREVENT TURBID OR SEDIMENT LADEN WATERS FROM LEAVING SITE.

E. DEWATERING SHALL NOT CAUSE NUISANCE CONDITIONS INCLUDING BUT NOT LIMITED TO EROSION OR SCOUR IN THE IMMEDIATE VICINITY OF DISCHARGE POINTS OR INUNDATION OF WETLANDS THAT CAUSES SIGNIFICANT ADVERSE IMPACTS TO THE WETLAND.

10. REFER TO THE GEOTECHNICAL REPORT FOR INFORMATION AND RECOMMENDATIONS RELATED TO SOIL CONTAMINATION.

11. ALL DISTURBED GROUND LEFT INACTIVE FOR SEVEN (7) OR MORE DAYS SHALL BE STABILIZED BY SEEDING OR SODDING (ONLY AVAILABLE PRIOR TO SEPTEMBER 15) OR BY MULCHING OR COVERING OR OTHER EQUIVALENT CONTROL MEASURE.

12. ON SLOPES 3:1 OR GREATER MAINTAIN SHEET FLOW AND MINIMIZE RILLS AND/OR GULLIES. SLOPE LENGTHS CAN NOT BE GREATER THAN 75 FEET.

13. ALL STORM DRAINS AND INLETS MUST BE PROTECTED UNTIL ALL SOURCES OF POTENTIAL DISCHARGE ARE STABILIZED.

14. SOIL COMPACTION SHALL BE MINIMIZED DURING CONSTRUCTION.

15. TEMPORARY SOIL STOCKPILES MUST HAVE EFFECTIVE SEDIMENT CONTROL AND CAN NOT BE PLACED IN SURFACE WATERS OR STORM WATER CONVEYANCE SYSTEMS. TEMPORARY STOCKPILES WITHOUT SIGNIFICANT AMOUNT OF SILT, CLAY, OR ORGANIC COMPOUNDS ARE EXEMPT EX: CLEAN AGGREGATE STOCK PILES, DEMOLITION CONCRETE STOCKPILES, SAND STOCKPILES.

16. SEDIMENT CONTROL PRACTICES SHALL BE INSTALLED ON ALL DOWNGRADIENT PERIMETERS AND UPGRADIENT OF ANY BUFFER ZONES.

17. SEDIMENT LADEN WATER MUST BE DISCHARGED TO A SEDIMENTATION BASIN WHENEVER POSSIBLE. IF NOT POSSIBLE, IT MUST BE TREATED WITH THE APPROPRIATE BMPs.

18. SOLID WASTE MUST BE DISPOSED OF PROPERLY AND MUST COMPLY WITH MPCA DISPOSAL REQUIREMENTS.

19. NO VEHICLE WASHING ALLOWED ON SITE.

20. NO ENGINE DEGREASING IS ALLOWED ON SITE.

21. THE OWNER IS RESPONSIBLE FOR COMPLIANCE WITH ALL TERMS AND CONDITIONS OF THE PERMIT. THE OPERATOR IS RESPONSIBLE FOR COMPLIANCE WITH SECTIONS 3, 4, 6-22, 24 AND APPLICABLE REQUIREMENTS FOR CONSTRUCTION ACTIVITY IN SECTION 23.

22. TERMINATION OF COVERAGE-PERMITTEE(S) WISHING TO TERMINATE COVERAGE MUST SUBMIT A NOTICE OF TERMINATION (NOTI) TO THE MPCA. ALL PERMITTEE(S) MUST SUBMIT A NOT WITHIN 30 DAYS AFTER THE FOLLOWING CONDITIONS HAVE BEEN MET:

A. PERMIT TERMINATION CONDITIONS, PER NPDES PERMIT SECTION 13.1 HAVE BEEN ACHIEVED ON ALL PORTIONS OF THE SITE FOR WHICH THE PERMITTEE IS RESPONSIBLE.

A.A. PERMANENT UNIFORM PERENNIAL VEGETATIVE COVER MUST BE ESTABLISHED AT 70% DENSITY OF ITS EXPECTED FINAL GROWTH.

A.B. THE PERMANENT STORMWATER TREATMENT SYSTEM IS CONSTRUCTED, MEETS ALL REQUIREMENTS, AND IS OPERATING AS DESIGNED.

A.C. ALL TEMPORARY SYNTHETIC EROSION PREVENTION AND SEDIMENT CONTROL BMPs MUST BE REMOVED.

A.D. CLEAN OUT SEDIMENT FROM CONVEYANCE SYSTEMS AND PERMANENT STORMWATER TREATMENT SYSTEMS (RETURN TO DESIGN CAPACITY).

23. INSPECTIONS

A. INITIAL INSPECTION FOLLOWING SILT FENCE INSTALLATION BY CITY REPRESENTATIVE IS REQUIRED.

B. EXPOSED SOIL AREAS: ONCE EVERY 7 DAYS AND WITHIN 24 HOURS FOLLOWING A 0.5" OVER 24 HOUR RAIN EVENT.

C. STABILIZED AREAS: ONCE EVERY 30 DAYS

D. FROZEN GROUND: AS SOON AS RUNOFF OCCURS OR PRIOR TO RESUMING CONSTRUCTION.

E. INSPECTION AND MAINTENANCE RECORDS MUST BE RETAINED FOR 3 YEARS AFTER FILING OF THE NOTICE OF TERMINATION AND MUST INCLUDE: DATE AND TIME OF ACTION, NAME OF PERSON(S) CONDUCTING WORK, FINDING OF INSPECTIONS AND RECOMMENDATIONS FOR CORRECTIVE ACTION, DATE AND AMOUNT OF RAINFALL EVENTS GREATER THAN 0.5 INCHES IN A 24 HOUR PERIOD.

F. OBSERVE ANY DISCHARGE OCCURRING ONSITE AND DOCUMENT CORRECTIVE ACTIONS TAKEN. DISCHARGE SHOULD BE DESCRIBED AND PHOTOGRAPHED.

24. MINIMUM MAINTENANCE

A. ALL NONFUNCTIONAL BMPs MUST BE REPAIRED, REPLACED, OR SUPPLEMENTED WITH FUNCTIONAL BMPs BY THE END OF THE NEXT BUSINESS DAY AFTER DISCOVERY OR AS SOON AS FIELD CONDITIONS ALLOW.

B. REPAIR, REPLACE, OR SUPPLEMENT ALL PERIMETER CONTROL DEVICES WHEN THEY BECOME NONFUNCTIONAL OR THE SEDIMENT REACHES $\frac{1}{2}$ THE HEIGHT OF THE DEVICE.

C. SEDIMENT BASINS DRAINED AND SEDIMENT REMOVED WHEN REACHES 1/2 STORAGE VOLUME.

D. SEDIMENT REMOVED FROM SURFACE WATERS WITHIN (7)SEVEN CALENDAR DAYS OF DISCOVERY.

E. CONSTRUCTION SITE EXITS INSPECTED, TRACKED SEDIMENT REMOVED WITHIN (1)ONE CALENDAR DAY.

F. PROVIDE COPIES OF EROSION INSPECTION RESULTS TO CITY ENGINEER FOR ALL EVENTS GREATER THAN $\frac{1}{2}$ " IN 24 HOURS.

25. THE SWPPP, INCLUDING ALL CHANGES TO IT, AND INSPECTIONS AND MAINTENANCE RECORDS MUST BE KEPT AT THE SITE DURING CONSTRUCTION ACTIVITY BY THE PERMITTEE(S) WHO HAVE OPERATIONAL CONTROL OF THE SITE.

26. OWNER MUST KEEP RECORDS OF ALL PERMITS REQUIRED FOR THE PROJECT, THE SWPPP, ALL INSPECTIONS AND MAINTENANCE, PERMANENT OPERATION AND MAINTENANCE AGREEMENTS, AND REQUIRED CALCULATIONS FOR TEMPORARY AND PERMANENT STORM WATER MANAGEMENT SYSTEMS. THESE RECORDS MUST BE RETAINED FOR THREE YEARS AFTER FILING NPDES NOTICE OF TERMINATION.

27. SWPPP MUST BE AMENDED WHEN:

A. THERE IS A CHANGE IN DESIGN, OPERATION, MAINTENANCE, WEATHER OR SEASONAL CONDITIONS THAT HAS A SIGNIFICANT EFFECT ON DISCHARGE

B. INSPECTIONS INDICATE THAT THE SWPPP IS NOT EFFECTIVE AND DISCHARGE IS EXCEEDING WATER QUALITY STANDARDS.

C. THE BMPs IN THE SWPPP ARE NOT CONTROLLING POLLUTANTS IN DISCHARGES OR IS NOT CONSISTENT WITH THE TERMS AND CONDITIONS OF THE PERMIT.

28. CONCRETE WASHOUT AREA

A. THE WASHOUT AND CLEANOUT OF STUCCO, PAINT, CONCRETE, FORM RELEASE OILS, CURING COMPOUNDS, AND OTHER CONSTRUCTION MATERIALS SHALL BE PROPERLY CONTAINED AND DISPOSED OF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND USING APPROVED METHODS OF CONTAINMENT SUCH AS PRE-FABRICATED WASHOUT CONTAINERS, CONCRETE WASHOUT TOTE, READY MIX TRUCKS WITH SELF-CONTAINED CHUTE CLEANOUT, ETC.

B. ALL SPILLS SHALL BE CLEANED UP IMMEDIATELY.

29. IN THE EVENT OF ENCOUNTERING A WELL OR SPRING DURING CONSTRUCTION CONTRACTOR TO CEASE CONSTRUCTION ACTIVITY AND NOTIFY ENGINEER.

30. PIPE OULETTS MUST BE PROVIDED WITH TEMPORARY OR PERMANENT ENERGY DISSIPATION WITHIN 24 HOURS AFTER CONNECTION TO A SURFACE WATER.

31. FINAL STABILIZATION

FINAL STABILIZATION REQUIRES THAT ALL SOIL DISTURBING ACTIVITIES HAVE BEEN COMPLETED AND THAT DISTURBED AREAS ARE STABILIZED BY A UNIFORM PERENNIAL VEGETATIVE COVER WITH 70% OF THE EXPECTED FINAL DENSITY, AND THAT ALL PERMANENT PAVEMENTS HAVE BEEN INSTALLED. ALL TEMPORARY BMPs SHALL BE REMOVED, DITCHES STABILIZED, AND SEDIMENT SHALL BE REMOVED FROM PERMANENT CONVEYANCES AND SEDIMENTATION BASINS IN ORDER TO RETURN THE POND TO DESIGN CAPACITY.

32. RESPONSIBILITIES

A. THE OWNER MUST IDENTIFY A PERSON WHO WILL OVERSEE THE SWPPP IMPLEMENTATION AND THE PERSON RESPONSIBLE FOR INSPECTION AND MAINTENANCE:

CONTACT: XXX

COMPANY: XXX

PHONE: XXX

B. THE OWNER MUST IDENTIFY THE A PERSON WHO WILL BE RESPONSIBLE FOR LONG TERM OPERATIONS AND MAINTENANCE OF THE PERMANENT STORMWATER MANAGEMENT SYSTEM:

CONTACT: XXX

COMPANY: XXX

PHONE: XXX

33. THE WATERSHED DISTRICT OR THE CITY MAY HAVE REQUIREMENTS FOR INSPECTIONS OR AS-BUILT DRAWINGS VERIFYING PROPER CONSTRUCTION OF THE BMPs.

34. EROSION CONTROL DEVICES CANNOT BE REMOVED UNTIL THE WATERSHED DISTRICT HAS DETERMINED THE SITE HAS BEEN PERMANENTLY RESTABILIZED AND SHALL BE REMOVED WITHIN 30 DAYS THEREAFTER.

CONSTRUCTION STORMWATER SPECIAL WATERS SEARCH MAP

ESTIMATED QUANTITIES

DESCRIPTION	UNIT	QUANTITY
TEMPORARY ROCK CONSTRUCTION ENTRANCE	EA	1
EROSION CONTROL BLANKET	SY	NA
SILT FENCE	LF	2,220
INLET PROTECTION	EA	18
BIO-ROLLS	LF	105

SITE VICINITY MAP

HADLEY
WORKFORCE
APARTMENTS

COTTAGE GROVE, MN

REAL ESTATE
EQUITIES

579 Selby Avenue
St. Paul, MN 55102

LOUCKS

PLANNING
CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL

7200 Hemlock Lane, Suite 300
Maple Grove, MN 55369
763.424.5505
www.loucksinc.com

CADD QUALIFICATION

CADD files prepared by the Consultant for this project are instruments of the Consultant professional services for use solely with respect to this project. These CADD files shall not be used on other projects, for additions to this project, or for completion of this project for others without written approval by the Consultant. With the Consultant's approval, others may be permitted to obtain copies of the CADD drawing files for information and reference only. All intentional or unintentional revisions, additions, or deletions to these CADD files shall be made in the full file of the party making such revisions, additions or deletions and that party shall hold harmless and indemnify the Consultant from any & all responsibilities, claims, and liabilities.

SUBMITTAL/REVISIONS

08/28/24 CITY SUBMITTAL
10/22/24 CITY SUBMITTAL
10/31/24 CITY SUBMITTAL
04/02/25 RESPONSE TO CITY SUBMITTAL

PROFESSIONAL SIGNATURE

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

License No. P3/Dash - PE 49933
Date -

QUALITY CONTROL

Loucks Project No. 24227A
Project Lead PJD
Drawn By DDL
Checked By PJD
Review Date 04/02/25

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SWPPP NOTES

C3-3

Plotted: 04/02/2025 11:16 AM W:\2024\24227A\CADD\DATA\CIVIL.dwg Sheet File:C3-3 SWPPP NOTES



- ALL SANITARY SEWER AND WATERMAIN UTILITIES SHALL BE FURNISHED AND INSTALLED PER THE REQUIREMENTS OF THE SPECIFICATIONS, THE MINNESOTA PLUMBING CODE, THE LOCAL GOVERNMENT UNIT, AND THE STANDARD UTILITIES SPECIFICATION OF THE CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM, CURRENT EDITION).
2. ALL UTILITY PIPE BEDDING SHALL BE COMPACTED SAND OR FINE GRANULAR MATERIAL. ALL COMPACTION SHALL BE PERFORMED PER THE REQUIREMENTS OF THE CEAM SPECIFICATION AND THE GEOTECHNICAL REPORT.
3. ALL CONNECTIONS TO EXISTING UTILITIES SHALL BE PERFORMED PER THE REQUIREMENTS OF THE STATE AND LOCAL JURISDICTIONS, THE CITY DEPARTMENT OF ENGINEERING AND BUILDING INSPECTIONS DEPARTMENT AND THE CONSTRUCTION ENGINEER MUST BE NOTIFIED AT LEAST 48 HOURS PRIOR TO ANY WORK WITHIN THE PUBLIC RIGHT OF WAY, OR WORK IMPACTING PUBLIC UTILITIES.
4. ALL SITE UTILITY SERVICES SHALL TERMINATE 5' FROM THE EXTERIOR BUILDING WALL UNLESS OTHERWISE NOTED. THE SITE UTILITY CONTRACTOR SHALL COORDINATE WITH THE GENERAL CONTRACTOR, MECHANICAL CONTRACTOR AND MECHANICAL ENGINEER TO DETERMINE THE RESPONSIBILITY OF BRINGING THE SERVICES INTO THE BUILDING, INSPECTIONS AND TESTING PER APPLICABLE GOVERNING AGENCIES.
5. ALL NEW WATERMAIN AND SERVICES MUST HAVE A MINIMUM OF 8.0 FEET COVER. EXTRA DEPTH MAY BE REQUIRED TO MAINTAIN A MINIMUM 18" VERTICAL SEPARATION TO SANITARY OR STORM SEWER LINES. THE CONTRACTOR SHALL FIELD ADJUST WATERMAIN TO AVOID CONFLICTS WITH SANITARY SEWER, STORM SEWER, AND SERVICES AS REQUIRED. LOCATION OF WATERMAIN AND SANITARY SEWER LINES SHALL BE PROVIDED WHERE 8.0 FEET MINIMUM DEPTH CAN NOT BE ATTAINED.
6. PER MINNESOTA DEPARTMENT OF LABOR & INDUSTRY REQUIREMENTS, A MINIMUM OF 18 INCHES OF VERTICAL SEPARATION AND 10 FEET OF HORIZONTAL SEPARATION IS REQUIRED FROM WATERMAIN TO ANY MANHOLE, SEPTIC SYSTEM, CATCH BASIN, SEWER PIPE, OR OTHER SOURCE OF CONTAMINATION, MEASURED FROM THE OUTER EDGE OF THE PIPE TO THE OUTER EDGE OF THE CONTAMINATION SOURCE UNLESS OTHERWISE SHOWN.
7. CONTRACTOR TO SUBMIT SHOP DRAWINGS OF SANITARY STRUCTURE FOR ENGINEER'S REVIEW.
8. ALL FIRE HYDRANTS SHALL BE LOCATED 5 FEET BEHIND BACK OF CURB OR EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
9. HYDRANT USE: CONTRACTOR IS RESPONSIBLE TO NOTIFY PUBLIC UTILITIES DEPARTMENT WHEN THEY NEED TO USE A HYDRANT; ONLY PRE-AUTHORIZED HYDRANTS WILL BE USED. HYDRANTS TO BE OPERATED ONLY WITH PROPER EQUIPMENT SUCH AS A HYDRANT NUT WRENCH, NOT A PIPE WRENCH. HYDRANT METER IS AVAILABLE FROM PUBLIC UTILITIES DEPARTMENT. ANY TRUCK, ETC. FILLED FROM A HYDRANT MUST BE METERED, MUST HAVE PHYSICAL BREAK OR BACK-FLOW PREVENTER APPROVED BY PUBLIC UTILITIES DEPARTMENT, ALSO APPROVED BY SUBCONTRACTORS.
10. OPERATING VALVES FOR TURNING WATER MAIN ON/OFF: PUBLIC UTILITIES DEPARTMENT WILL OPERATE ALL VALVES AND FILL ALL WATER MAINS (PUBLIC AND PRIVATE). CONTRACTOR SHALL GIVE AT LEAST 24 HOURS NOTICE TO HAVE VALVES TURNED ON/OFF. CONTRACTOR SHALL NOTIFY ALL AFFECTED CUSTOMERS AT LEAST 24 HOURS IN ADVANCE BEFORE SHUT OFF ATTACH TO DOOR, ETC., NOT IN MAILBOXES.
11. REFER TO GEOTECHNICAL EVALUATION REPORT (REPORT XXX), DATED XX XX, XXXX AS PREPARED BY XXX, FOR AN EXISTING SUBSURFACE SITE CONDITION ANALYSIS AND CONSTRUCTION RECOMMENDATIONS INCLUDING BUT NOT LIMITED TO:
- A. REUSE OF ON-SITE SOILS
 - B. GROUNDWATER AND RECOMMENDATIONS FOR EXCAVATION DEWATERING.
 - C. SITE GRADING AND SUBGRADE PREPARATION.
 - D. PAVEMENTS AND EXTERIOR SLABS.
 - E. TRENCH EXCAVATION AND BACKFILL.
 - F. EXTERIOR UTILITY SUPPORTS.
 - G. FROST PROTECTION.
12. CONTRACTOR SHALL PROVIDE AS-BUILT INFORMATION OF CONSTRUCTED UTILITIES (RECOMMENDED PRIOR TO BACKFILLING) PER APPLICABLE PERMIT REQUIREMENTS AND/OR DEVELOPMENT AGREEMENTS.
13. ALL UNUSED UTILITY SERVICES SHALL BE ABANDONED PER THE REQUIREMENTS OF THE APPLICABLE GOVERNING AGENCIES.
14. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED UTILITY PERMITS FROM THE APPLICABLE GOVERNING AGENCIES.
15. CITY OF COTTAGE GROVE'S STANDARD SPECIFICATIONS FOR STREET AND UTILITY CONSTRUCTION SHALL COVER FOR ALL IMPROVEMENTS WITHIN THE PUBLIC RIGHT-OF-WAY OR DRAINAGE AND UTILITY EASEMENT (UTILITY AND OTHER IMPROVEMENTS)
-
- Diagram labels: CONCRETE CURB, RETAINING WALL, CONCRETE, NO PARKING, BUILDING, CONTOUR, SPOT ELEVATION, DIRECTION OF FLOW, TREE LINE, PARKING SETBACK LINE, BUILDING SETBACK LINE. Elevations: 971.5, 972.5, 973.5. Distance: 120'.

LEGEND

EXISTING		PROPOSED
	CATCH BASIN	
	STORM MANHOLE	
	FLARED END SECTION	
	SANITARY MANHOLE	
	HYDRANT	
	GATE VALVE	
	POST INDICATOR VALVE	
	WATER MANHOLE / WELL	
	LIGHT POLE	
	POWER POLE	
	ELECTRIC METER	
	GAS METER	
	TELEPHONE PEDESTAL	
	SIGN	
	BENCHMARK	
	SOIL BORING	
	PARKING STALL COUNT	
	ACCESSIBLE PARKING STALL	
	STORM SEWER	
	DRAIN TILE	
	SANITARY SEWER	
	FORCE MAIN	
	WATERMAIN	
	SANITARY SEWER SERVICE	
	WATER SERVICE	
	UNDERGROUND ELECTRIC	
	UNDERGROUND FIBER OPTIC	
	UNDERGROUND GAS	
	UNDERGROUND TELEPHONE	
	OVERHEAD UTILITY	
	FENCE	
	CHAIN LINK FENCE	
	CONCRETE	
	NO PARKING	
	BUILDING	
	CONTOUR	
	SPOT ELEVATION	
	DIRECTION OF FLOW	
	TREE LINE	
	BUILDING SETBACK LINE	
	PARKING SETBACK LINE	

CADD QUALIFICATION

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SUBMITTAL/REVISIONS

08/28/24	CITY SUBMITTAL
10/22/24	CITY SUBMITTAL
10/31/24	CITY SUBMITTAL
	RESPONSE TO
04/02/25	CITY SUBMITTAL

PROFESSIONAL SIGNATURE

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

License No. 49933
Date

QUALITY CONTROL

Loucks Project No.	24227A
Project Lead	PJD
Drawn By	DDI
Checked By	PJD
Review Date	04/02/25

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C8-2	CIVIL DETAILS
L1-1	LANDSCAPE PLAN
L1-2	LANDSCAPE DETAILS



Gopher State One Call

TWIN CITY AREA: 651-454-0002
TOLL FREE: 1-800-252-1166

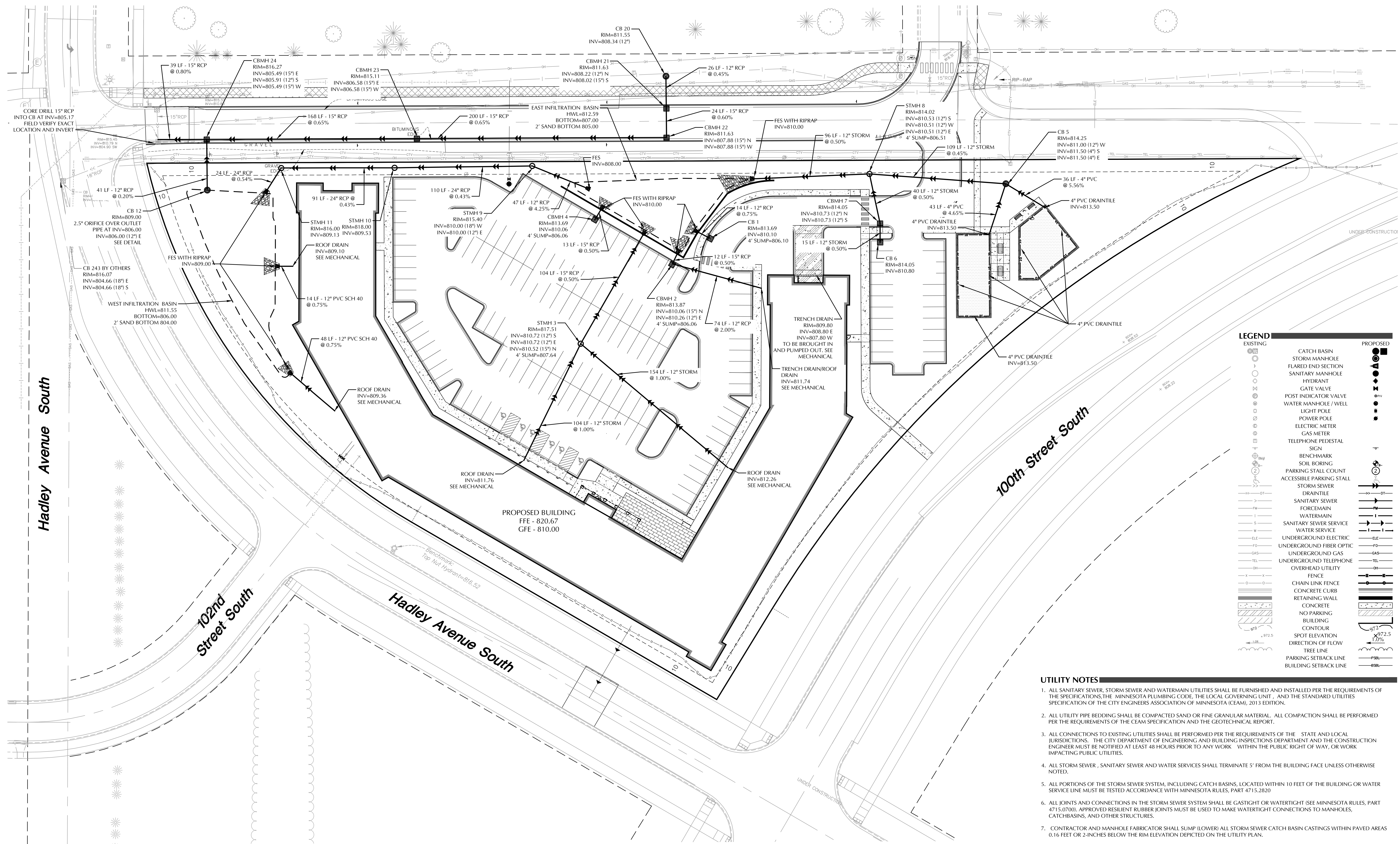
WARNING:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND / OR RELOCATION OF LINES.

THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 651-454-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.



SCALE IN FEET



STORM SEWER SCHEDULE

STRUCTURE NO.	CASTING	MANHOLE SIZE	
CB 1	R-3067	48" PRECAST	
CBMH 2	R-3067	48" PRECAST	
STMH 3	R-1642	60" PRECAST	
CB 4	R-3067	48" PRECAST	
CBMH 5	R-2560-EA	27" PRECAST	
CB 6	R-3067	24" PRECAST	
CBMH 7	R-3067	48" PRECAST	
STMH 8	R-1642	48" PRECAST	
STMH 9	R-1642	48" PRECAST	
STMH 10	R-1642	48" PRECAST	
STMH 11	R-1642	48" PRECAST	
CB 12	R-2560-EA	48" PRECAST	
TRENCH DRAIN	NEENAH R-4990-EX	CITY DETAIL PLATE	
CB 20	R-4342	48" PRECAST	STO-09
CBMH 21	R-3067-VB	48" PRECAST	STO-01
CBMH 22	R-3067-VB	48" PRECAST	STO-01
STMH 23	R-3067-VB	48" PRECAST	STO-01
STMH 24	R-3067-VB	48" PRECAST	STO-04

UTILITY NOTES

- ALL SANITARY SEWER, STORM SEWER AND WATERMAIN UTILITIES SHALL BE FURNISHED AND INSTALLED PER THE REQUIREMENTS OF THE SPECIFICATIONS, THE MINNESOTA PLUMBING CODE, THE LOCAL GOVERNING UNIT, AND THE STANDARD UTILITIES SPECIFICATION OF THE CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM), 2013 EDITION.
- ALL UTILITY PIPE BEDDING SHALL BE COMPACTED SAND OR FINE GRANULAR MATERIAL. ALL COMPACTION SHALL BE PERFORMED PER THE REQUIREMENTS OF THE CEAM SPECIFICATION AND THE GEOTECHNICAL REPORT.
- ALL CONNECTIONS TO EXISTING UTILITIES SHALL BE PERFORMED PER THE REQUIREMENTS OF THE STATE AND LOCAL JURISDICTIONS. THE CITY DEPARTMENT OF ENGINEERING AND BUILDING INSPECTIONS DEPARTMENT AND THE CONSTRUCTION ENGINEER MUST BE NOTIFIED AT LEAST 48 HOURS PRIOR TO ANY WORK WITHIN THE PUBLIC RIGHT OF WAY, OR WORK IMPACTING PUBLIC UTILITIES.
- ALL STORM SEWER, SANITARY SEWER AND WATER SERVICES SHALL TERMINATE 5' FROM THE BUILDING FACE UNLESS OTHERWISE NOTED.
- ALL PORTIONS OF THE STORM SEWER SYSTEM, INCLUDING CATCH BASINS, LOCATED WITHIN 10 FEET OF THE BUILDING OR WATER SERVICE LINE MUST BE TESTED ACCORDANCE WITH MINNESOTA RULES, PART 4715.2820
- ALL JOINTS AND CONNECTIONS IN THE STORM SEWER SYSTEM SHALL BE GASTIGHT OR WATERTIGHT (SEE MINNESOTA RULES, PART 4715.0700). APPROVED RESILIENT RUBBER JOINTS MUST BE USED TO MAKE WATERTIGHT CONNECTIONS TO MANHOLES, CATCH BASINS, AND OTHER STRUCTURES.
- CONTRACTOR AND MANHOLE FABRICATOR SHALL SUMP (LOWER) ALL STORM SEWER CATCH BASIN CASTINGS WITHIN PAVED AREAS 0.16 FEET OR 2-INCHES BELOW THE RIM ELEVATION DEPICTED ON THE UTILITY PLAN.
- ALL STREET REPAIRS AND PATCHING SHALL BE PERFORMED PER THE REQUIREMENTS OF THE CITY. ALL TRAFFIC CONTROL SHALL BE PROVIDED BY THE CONTRACTOR AND SHALL BE ESTABLISHED PER THE REQUIREMENTS OF THE MINNESOTA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD) AND THE CITY. THIS SHALL INCLUDE ALL SIGNAGE, BARRICADES, FLASHERS AND FLAGGERS AS NEEDED. ALL PUBLIC STREETS SHALL BE OPEN TO TRAFFIC AT ALL TIMES. NO ROAD CLOSURES SHALL BE PERMITTED WITHOUT THE EXPRESSED AUTHORITY OF THE CITY.
- CONNECTIONS TO EXISTING MANHOLES SHALL BE MADE BY CORE DRILLING THE MANHOLE AT THE PROPOSED INVERT ELEVATIONS AND INSTALLING A RUBBER BOOT. GROUT IN THE BOOT AND AN INVERT FOR THE NEW SEWER LINE.
- PIPE LENGTHS SHOWN ON THE PLAN INCLUDE THE APPROX SECTION.
- TRENCH COMPACTION SHALL BE 95% STANDARD PROCTOR DENSITY IN THE AREA FROM THE PIPE ZONE TO WITHIN 3 FEET OF FINISHED GRADE AND 100% IN FINAL 3 FEET OF THE BACKFILL TO FINISH GRADE.
- CITY OF COTTAGE GROVE'S STANDARD SPECIFICATIONS FOR STREET AND UTILITY CONSTRUCTION SHALL GOVERN FOR ALL IMPROVEMENTS WITHIN THE PUBLIC RIGHT-OF-WAY OR DRAINAGE AND UTILITY EASEMENT (UTILITY AND OTHER IMPROVEMENTS)
- POST CONSTRUCTION TESTING OF THE INFILTRATION RATE AND DRAWDOWN PERIOD WILL BE REQUIRED. POST CONSTRUCTION TESTING SHOULD YIELD RESULTS OF APPROXIMATELY TWICE THE DESIGN RATE, PROVIDING A SAFETY FACTOR CONSISTENT WITH SECTION 16.1.1 OF THE NPDES CONSTRUCTION STORMWATER PERMIT. IF TEST RESULTS EXCEED 8.3 INCHES PER HOUR, SECTION 16.16 REQUIRES THAT SOILS BE AMENDED TO SLOW THE INFILTRATION RATE BELOW 8.3 INCHES PER HOUR.

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10/22/24	CITY SUBMITTAL
10/31/24	CITY SUBMITTAL
04/02/25	RESPONSE TO CITY SUBMITTAL

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License No. P3 Daub - PE 49933
Date -

QUALITY CONTROL

Loucks Project No. 24227A
Project Lead PJD
Drawn By DDL
Checked By PJD
Review Date 04/02/25

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CB-1	CIVIL DETAILS
CB-2	CIVIL DETAILS
L1-1	LANDSCAPE PLAN
L1-2	LANDSCAPE DETAILS



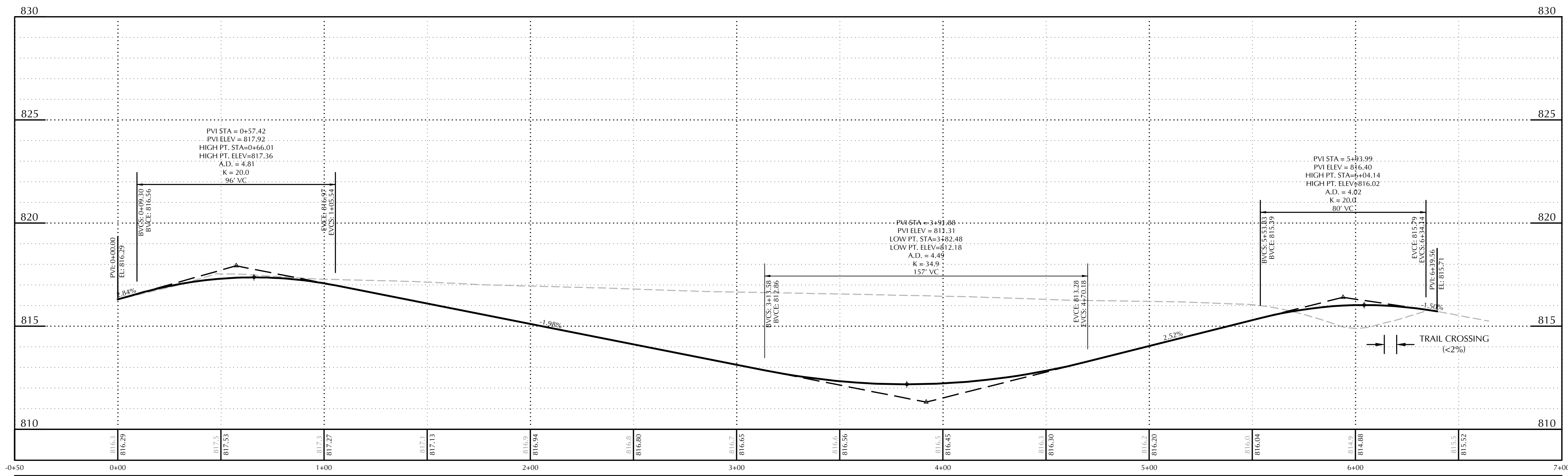
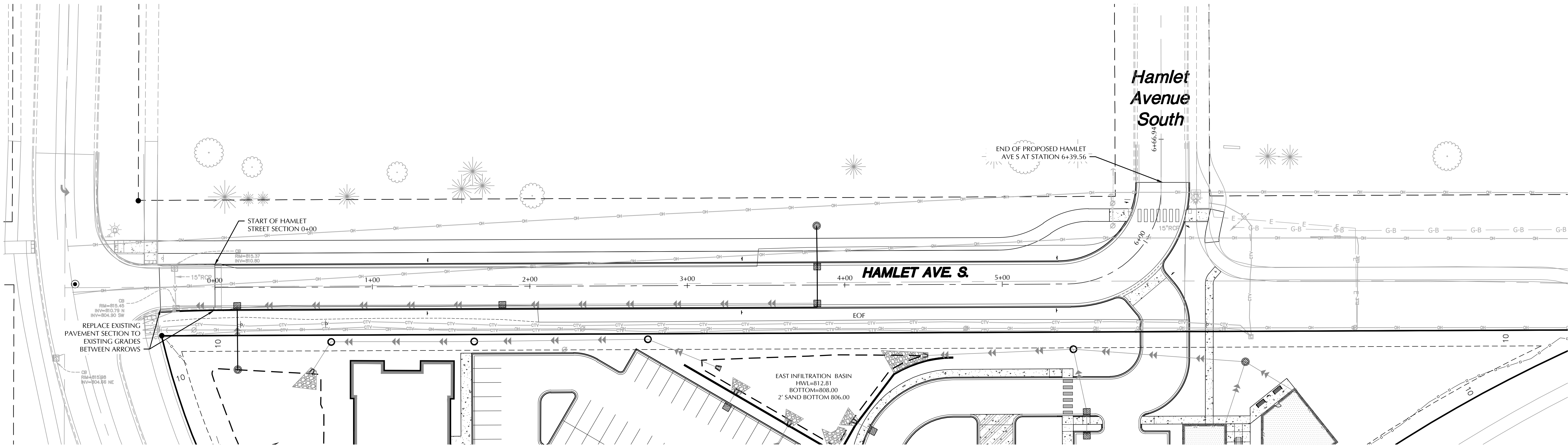
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Gopher State One Call
TWIN CITY AREA: 651-444-0002
TOLL FREE: 1-800-252-3166

WARNING:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND / OR RELOCATION OF LINES.
THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 651-454-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.



0 30 60
SCALE IN FEET



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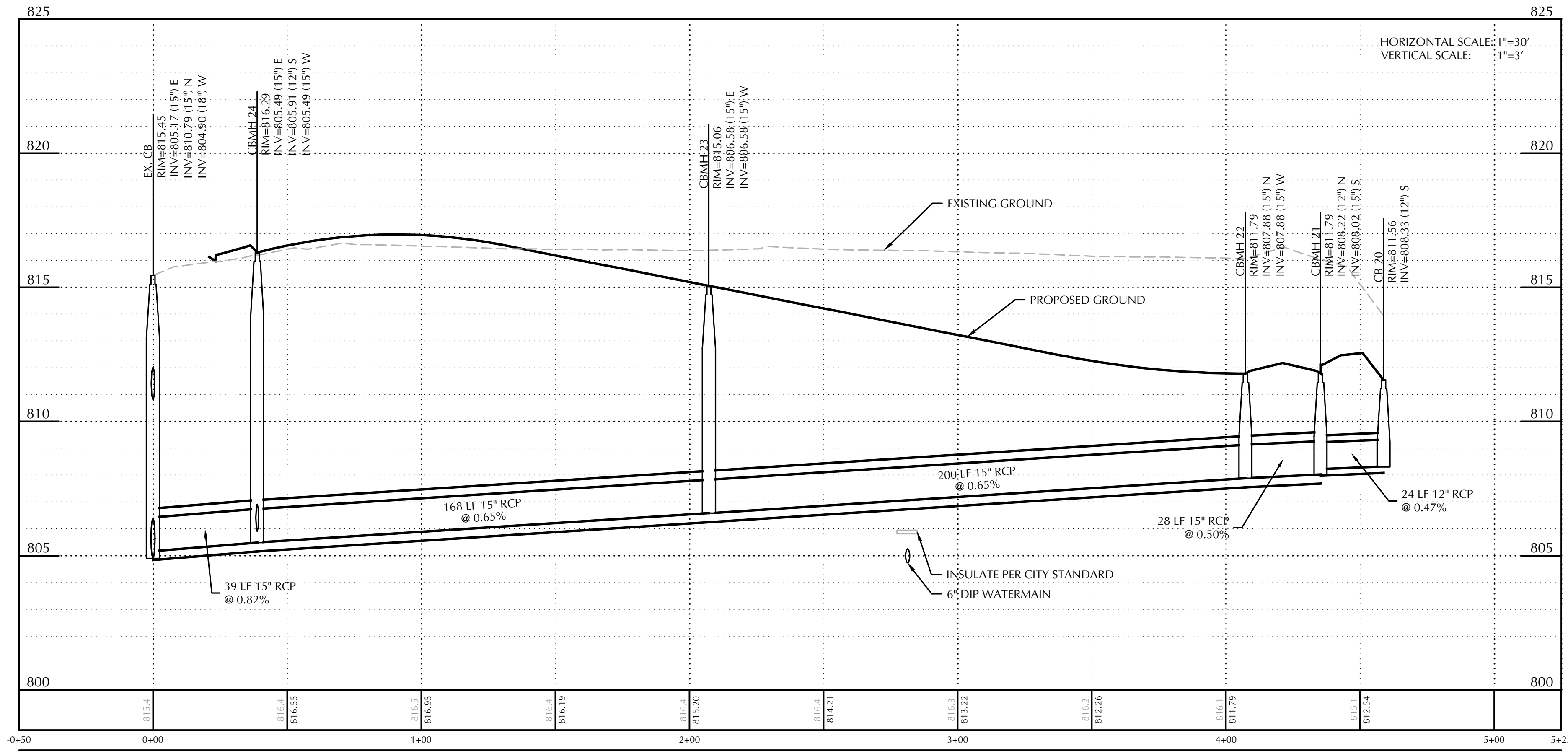
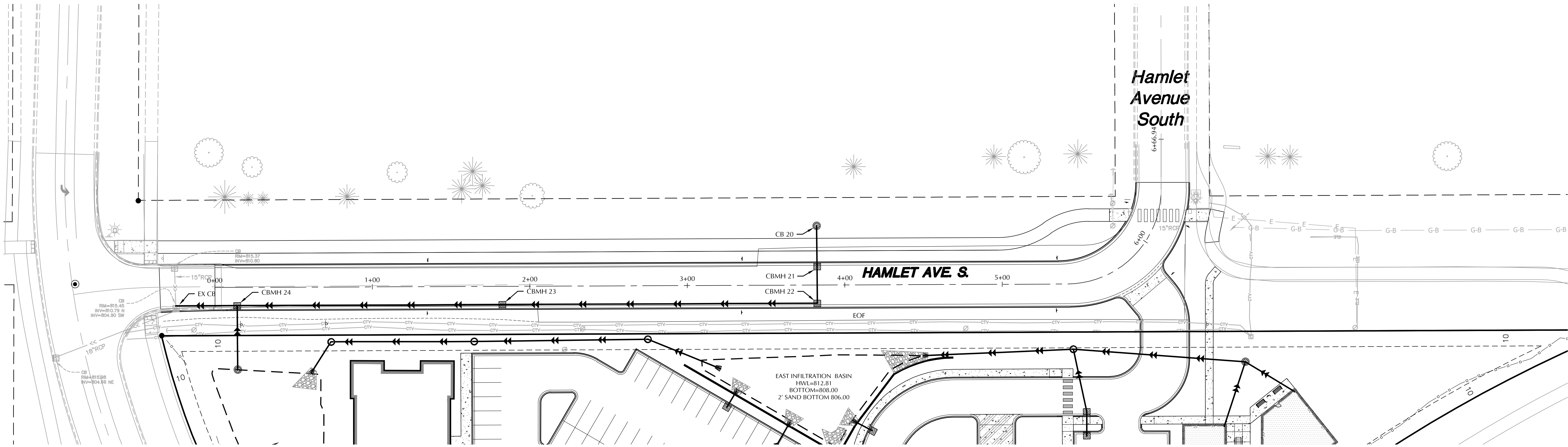
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0 30 60
SCALE IN FEET

STREET PLAN
& PROFILE

C5-1

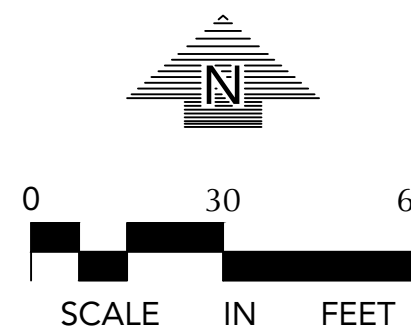


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**STORM SEWER
PLAN &
PROFILE**

C5-2

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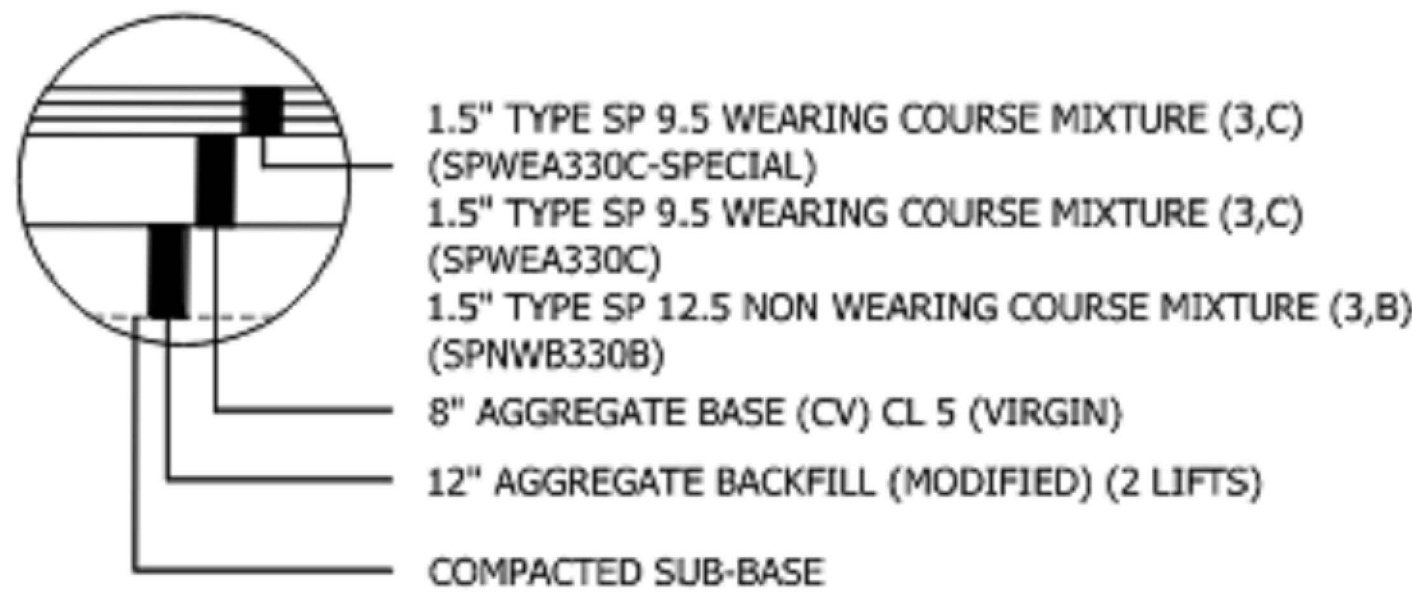
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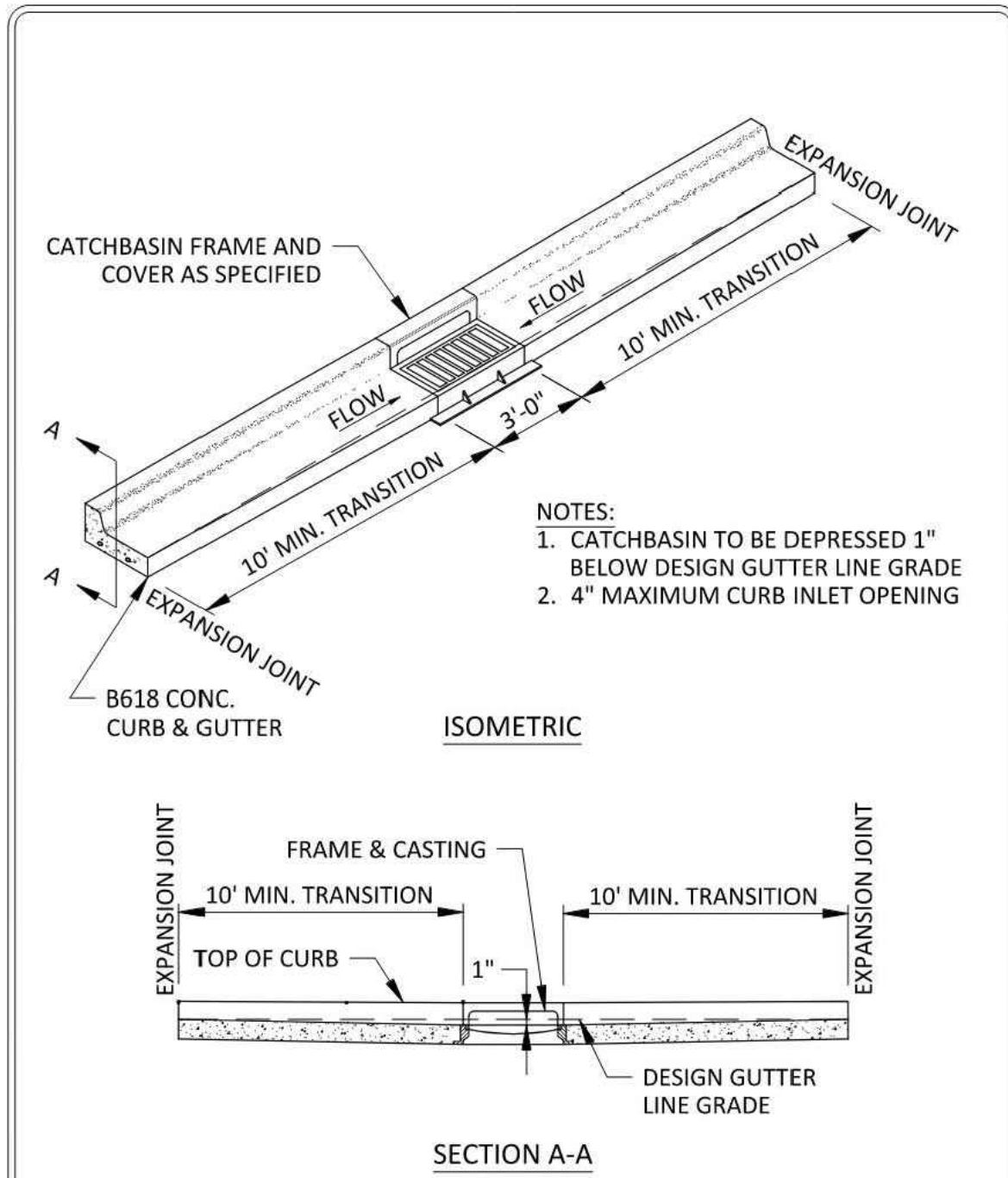
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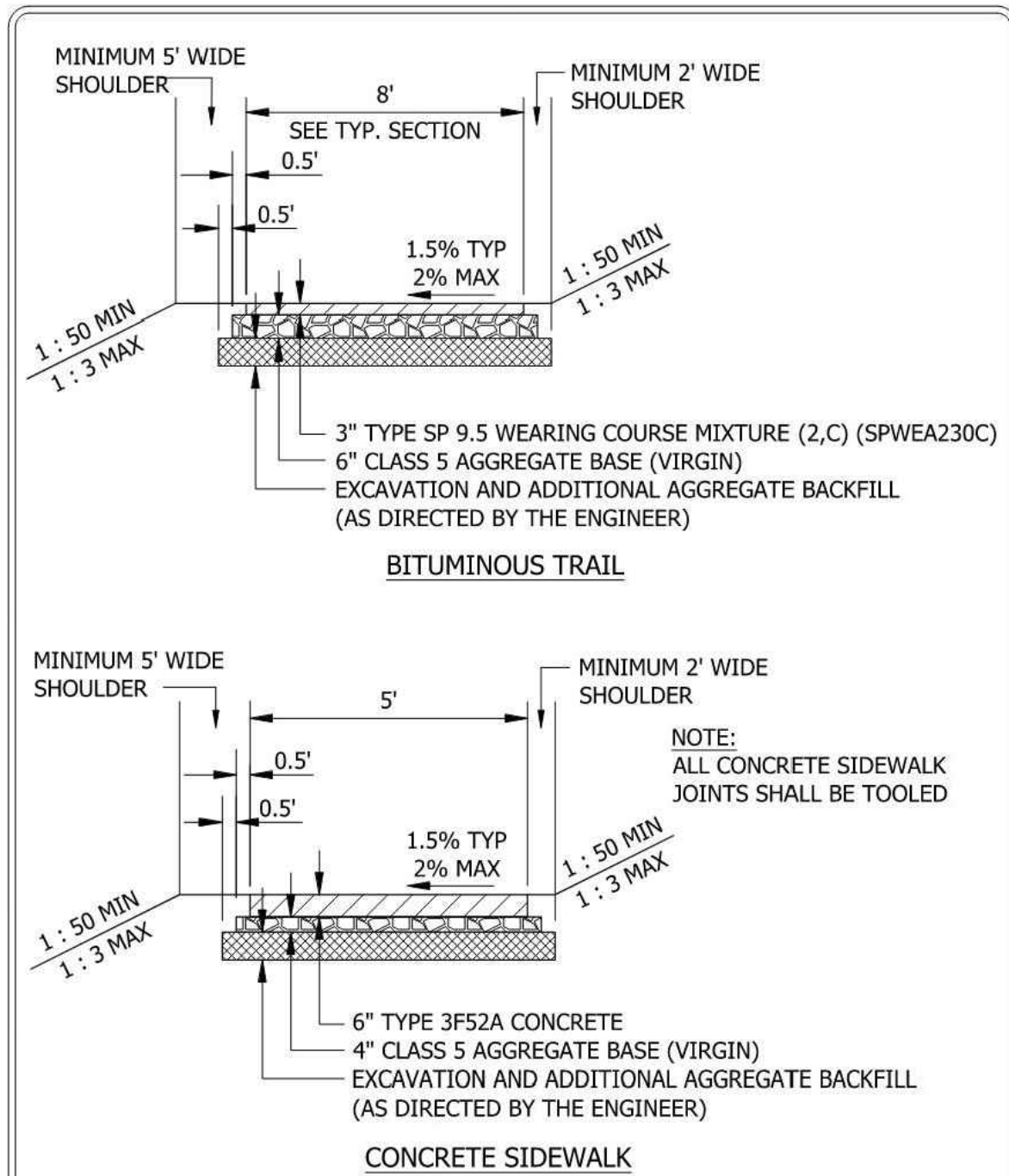


BITUMINOUS PAVEMENT
SECTION FOR HADLEY AVE
PTCH



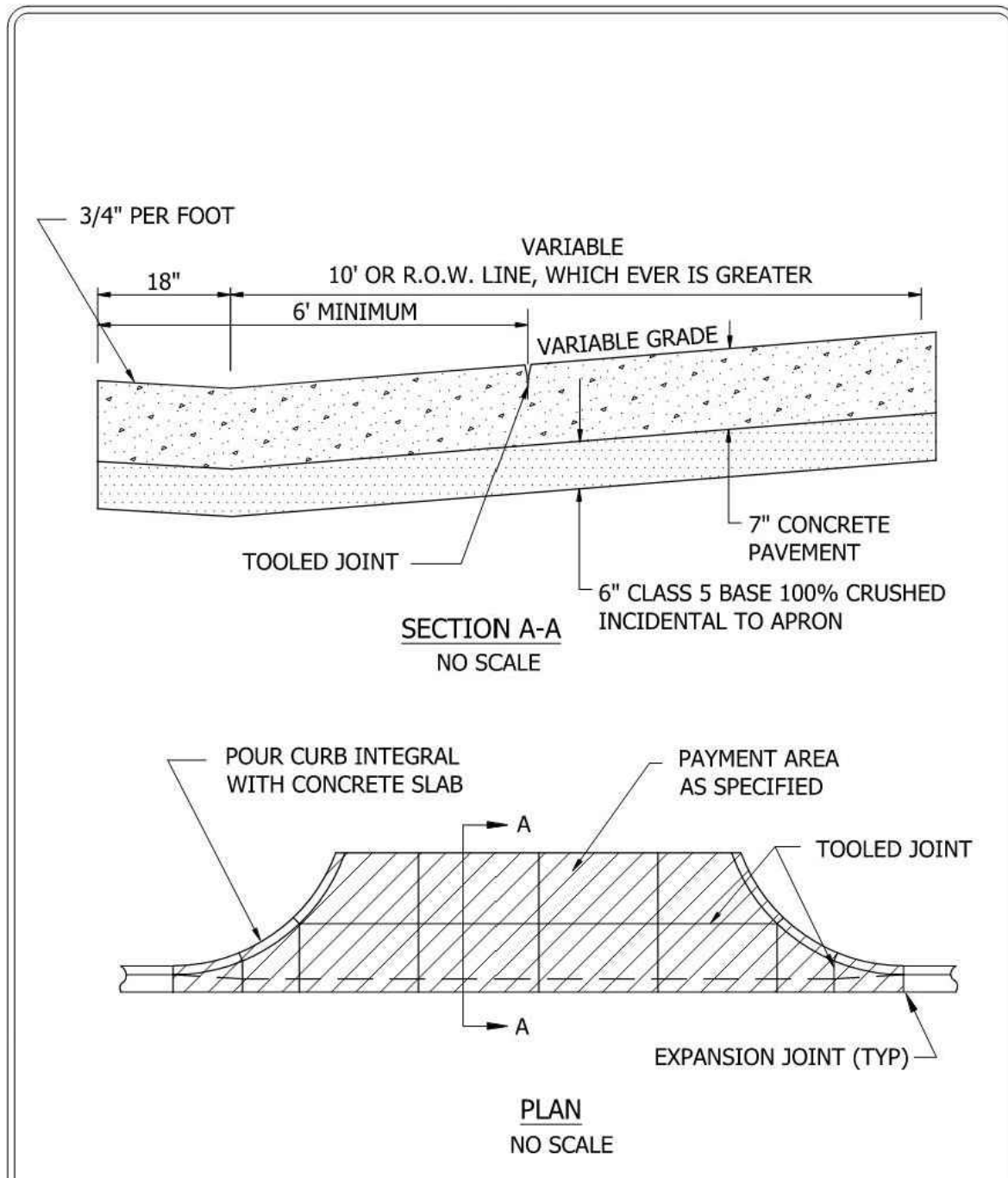
STANDARD DETAILS
B618 CURB AND GUTTER
CONSTRUCTION AT CATCHBASIN
COTTAGE GROVE, MINNESOTA

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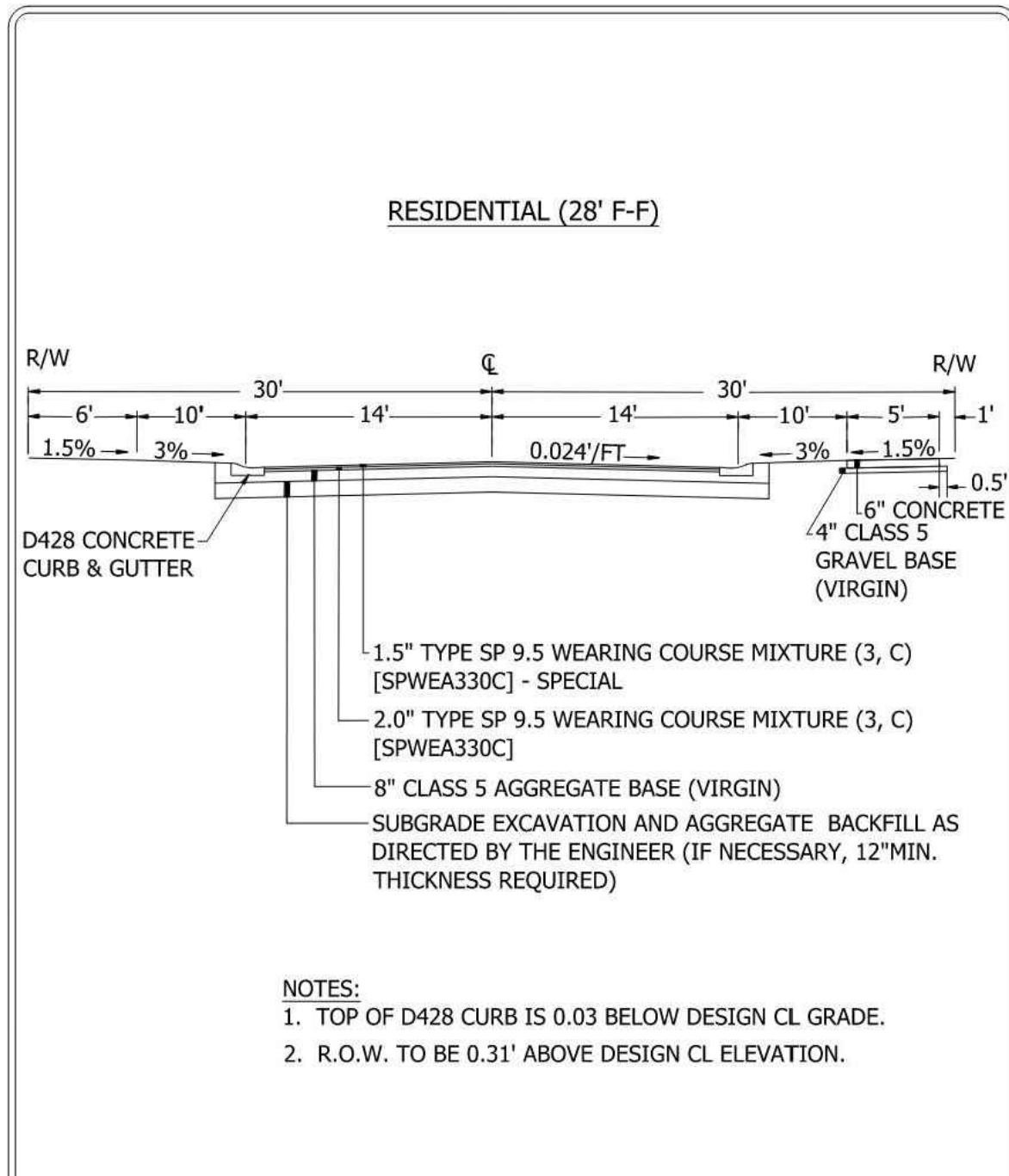
STANDARD DETAILS
TYPICAL BITUMINOUS TRAIL AND
CONCRETE SIDEWALK SECTIONS
COTTAGE GROVE, MINNESOTA

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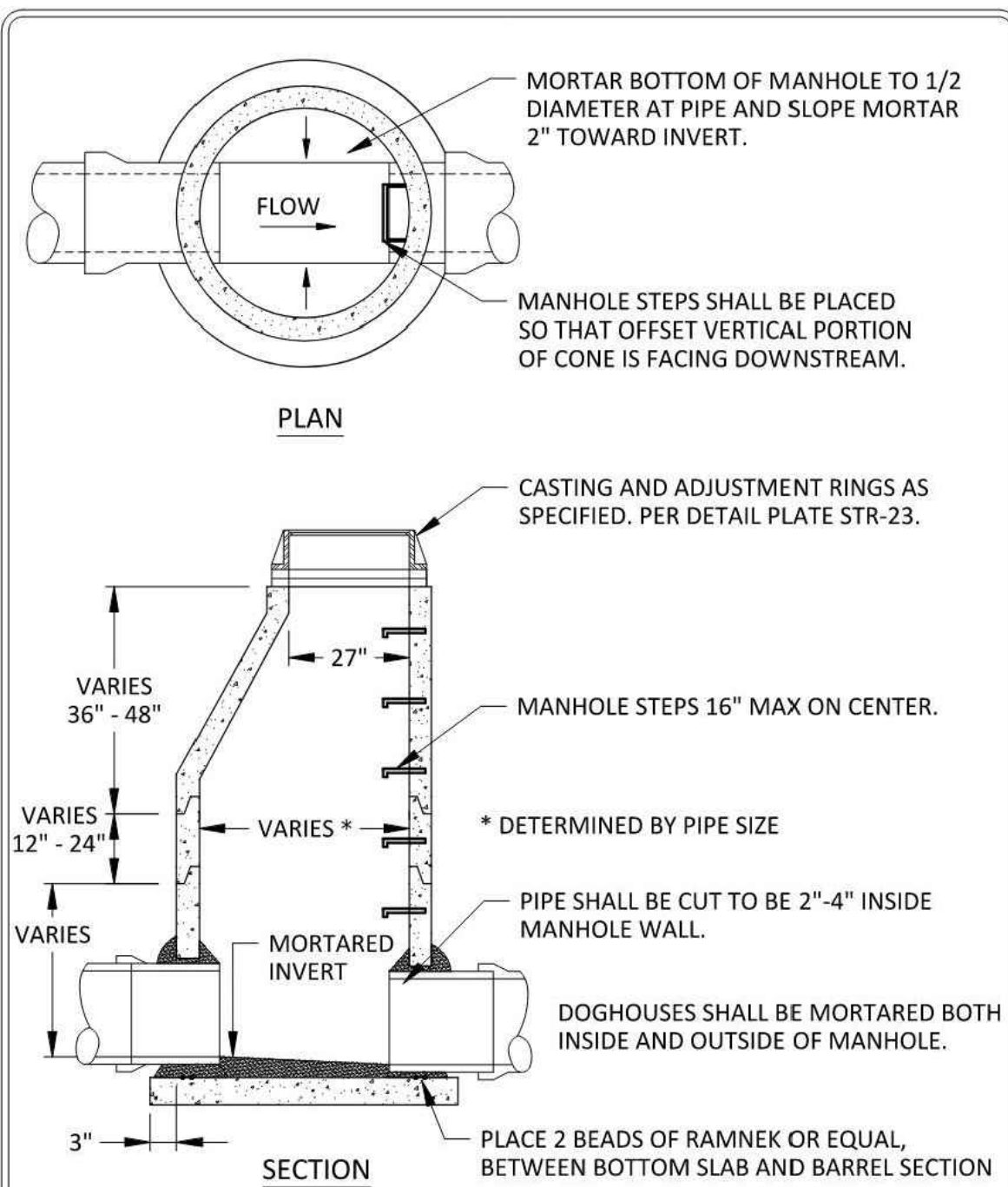
STANDARD DETAILS
CONCRETE DRIVEWAY APRON
COMMERCIAL
COTTAGE GROVE, MINNESOTA

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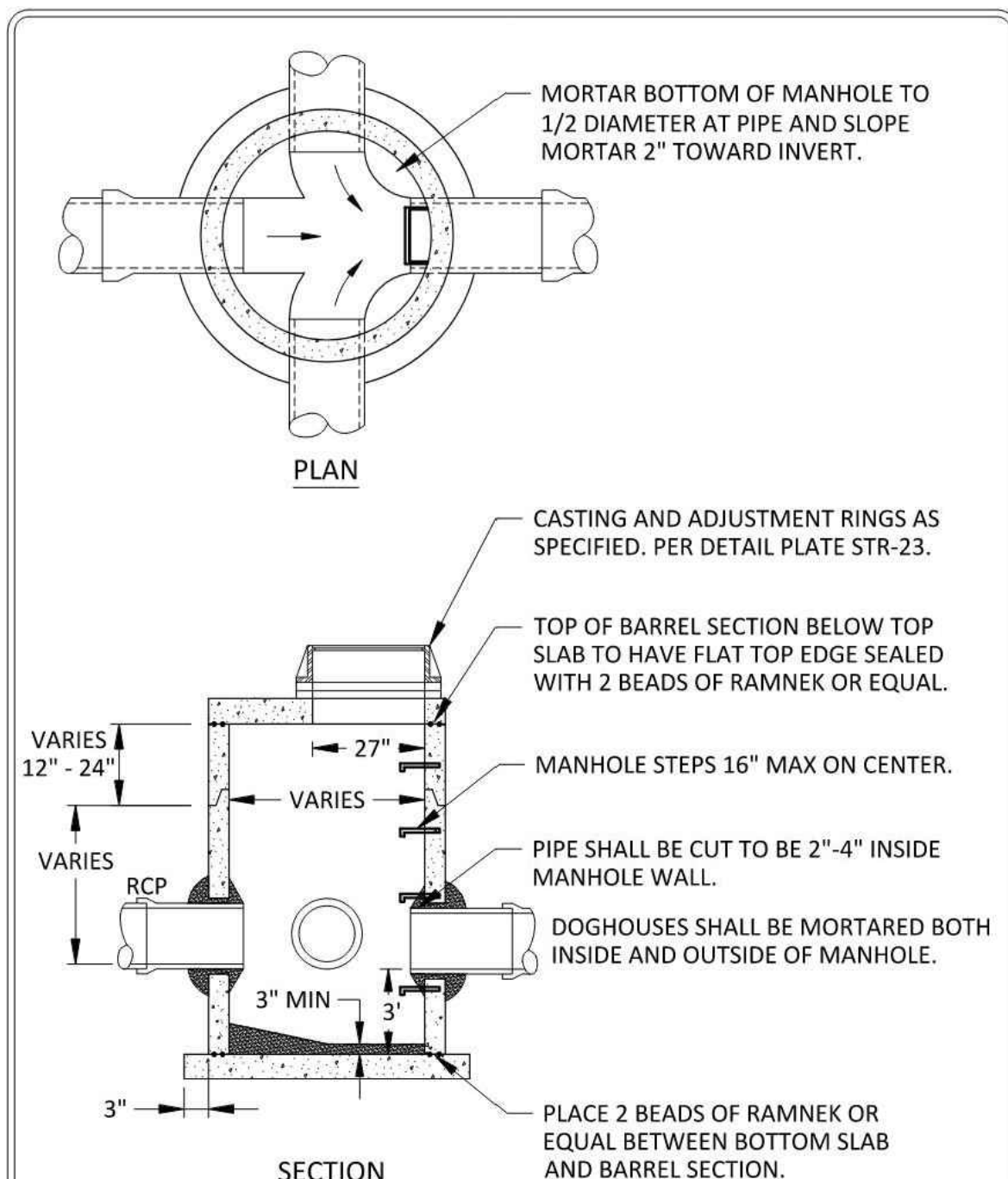
STANDARD DETAILS
TYPICAL PUBLIC STREET SECTION
RESIDENTIAL (28' F-F)
COTTAGE GROVE, MINNESOTA

48_STR1.DWG



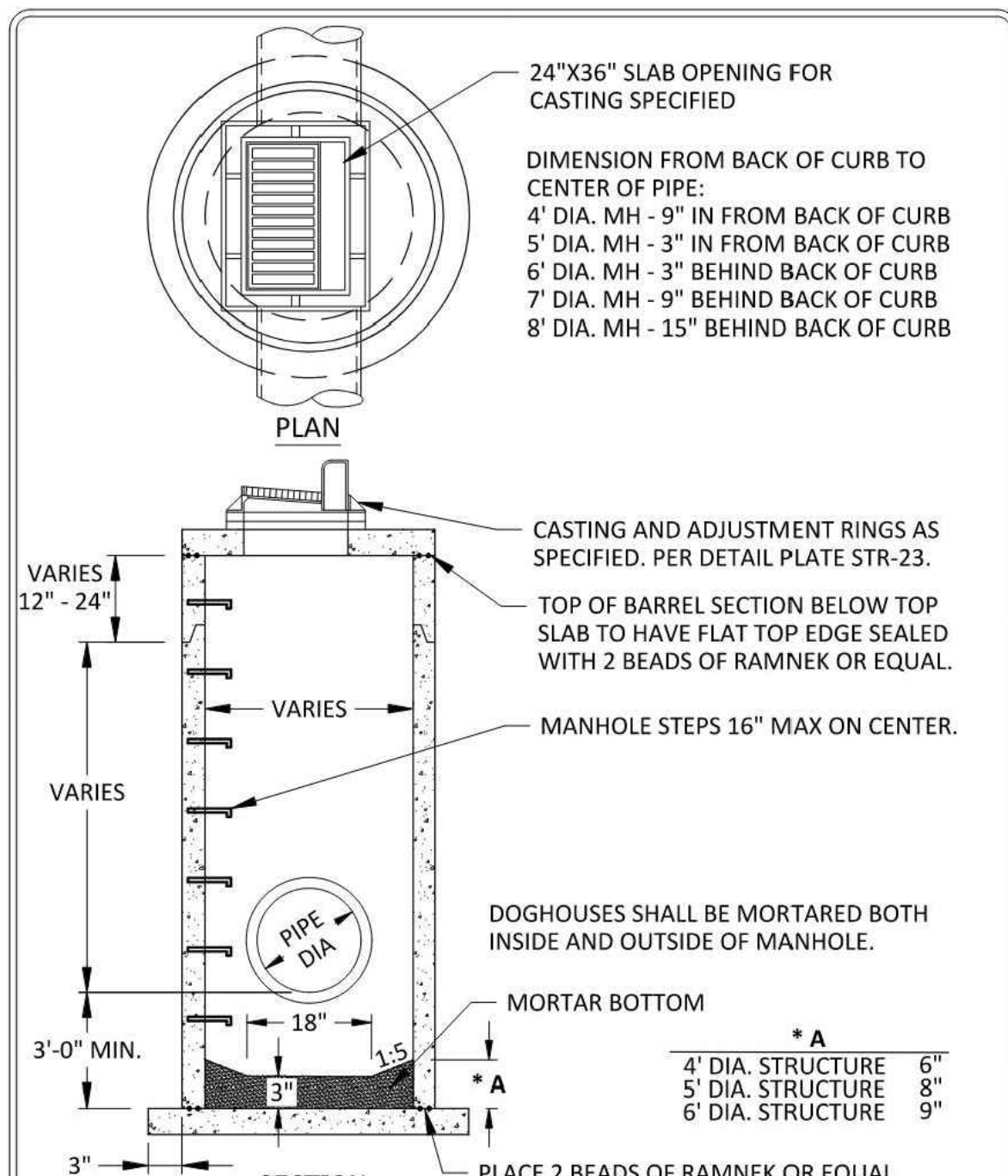
STANDARD DETAILS
STORM SEWER MANHOLE
COTTAGE GROVE, MINNESOTA

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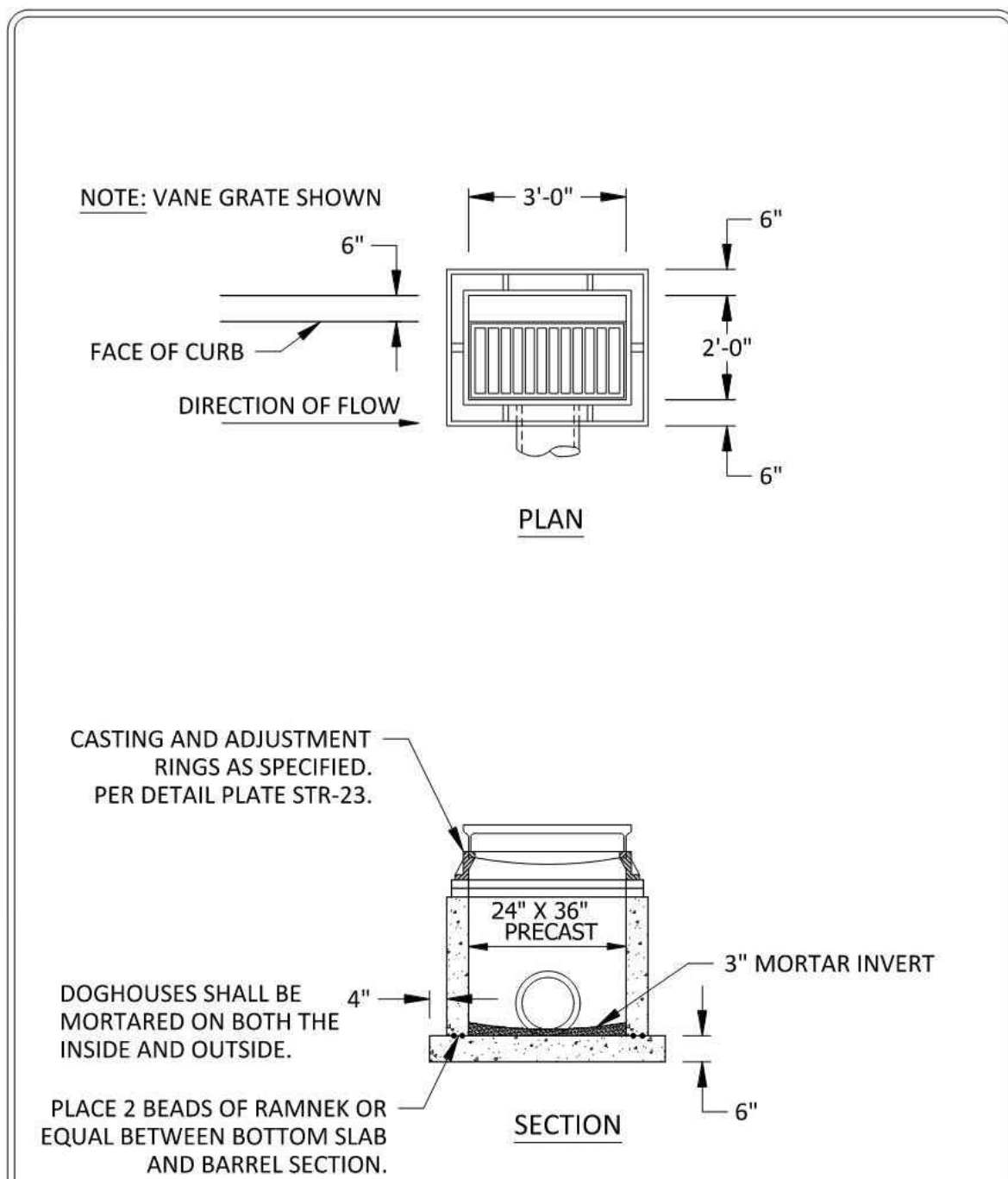
STANDARD DETAILS
STORM SEWER JUNCTION MANHOLE
WITH REINFORCED TOP SLAB AND SUMP
COTTAGE GROVE, MINNESOTA

48_ST04.DWG



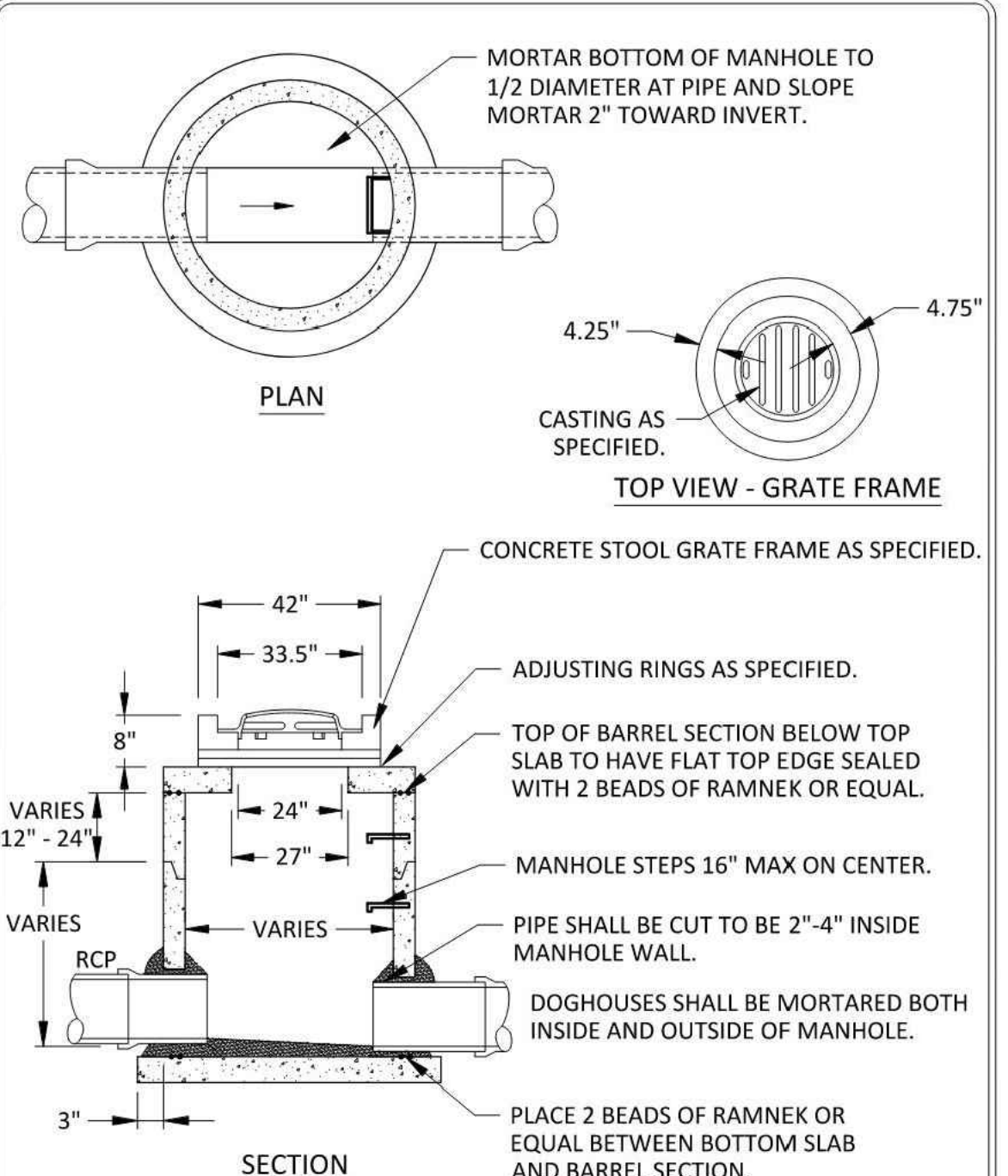
STANDARD DETAILS
CATCH BASIN MANHOLE WITH SUMP
COTTAGE GROVE, MINNESOTA

48_ST06.DWG



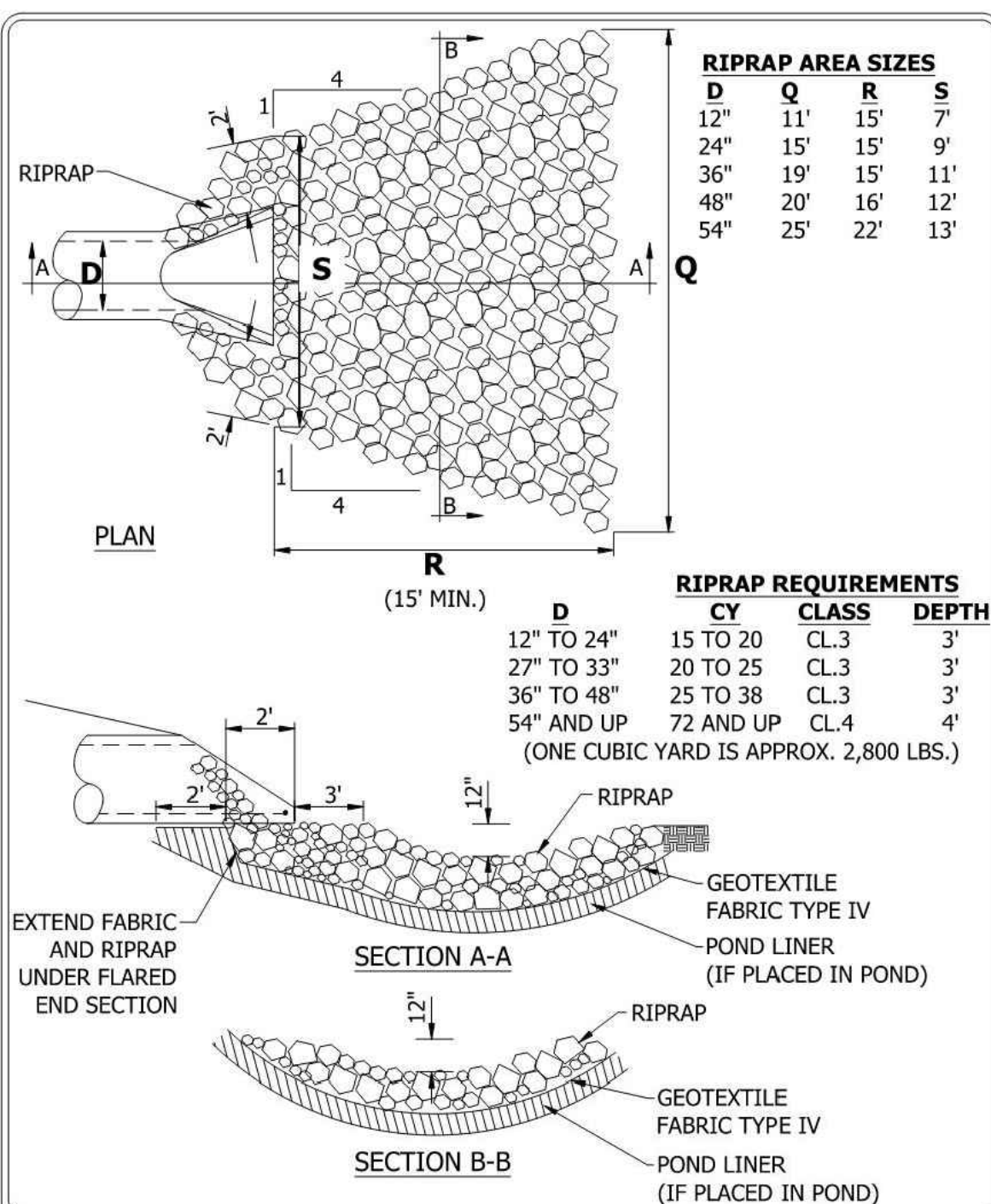
STANDARD DETAILS
CATCH BASIN
COTTAGE GROVE, MINNESOTA

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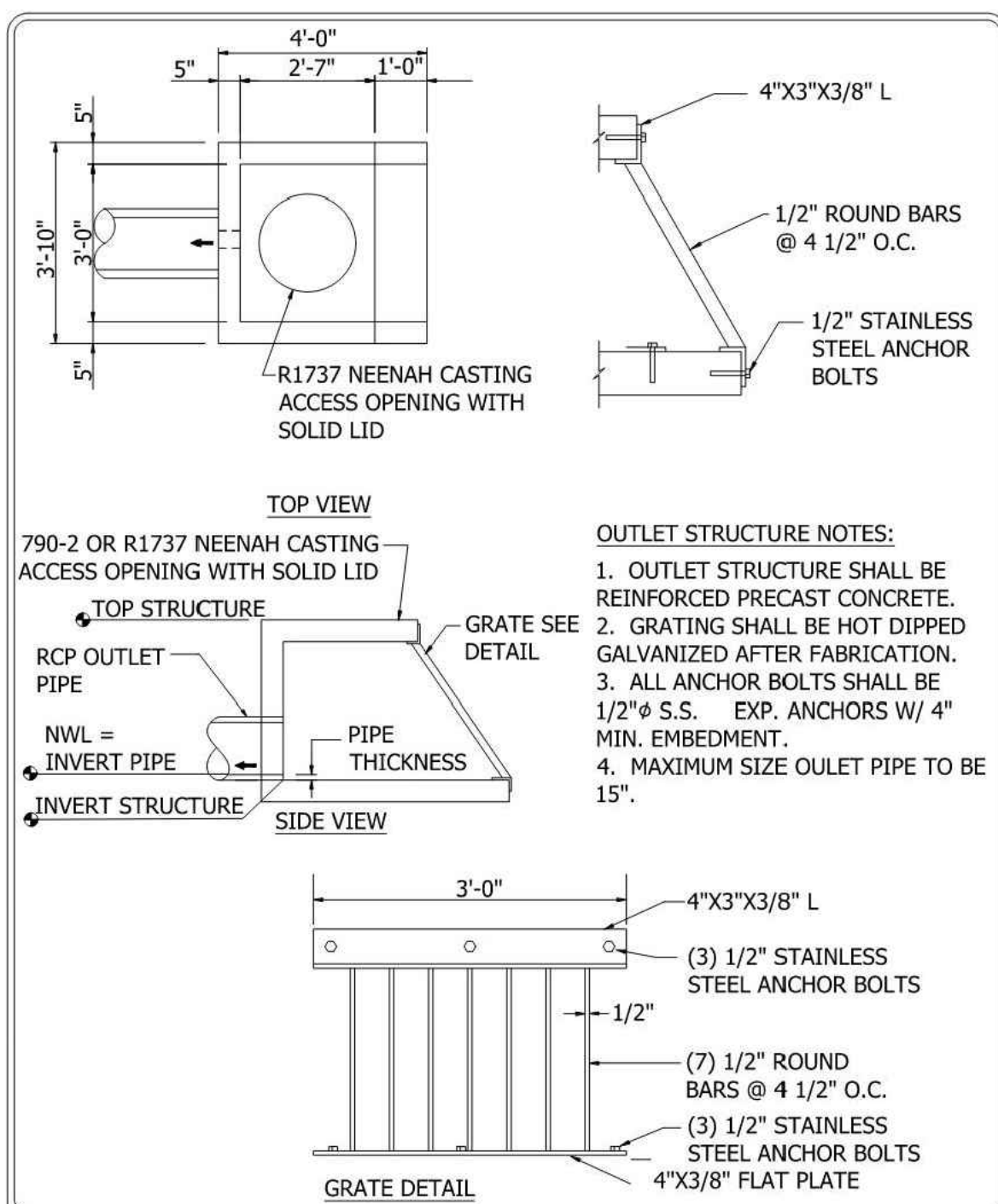
STANDARD DETAILS
OFF STREET CATCH BASIN
WITH CONCRETE STOOL GRATE FRAME
COTTAGE GROVE, MINNESOTA

48_ST09.DWG



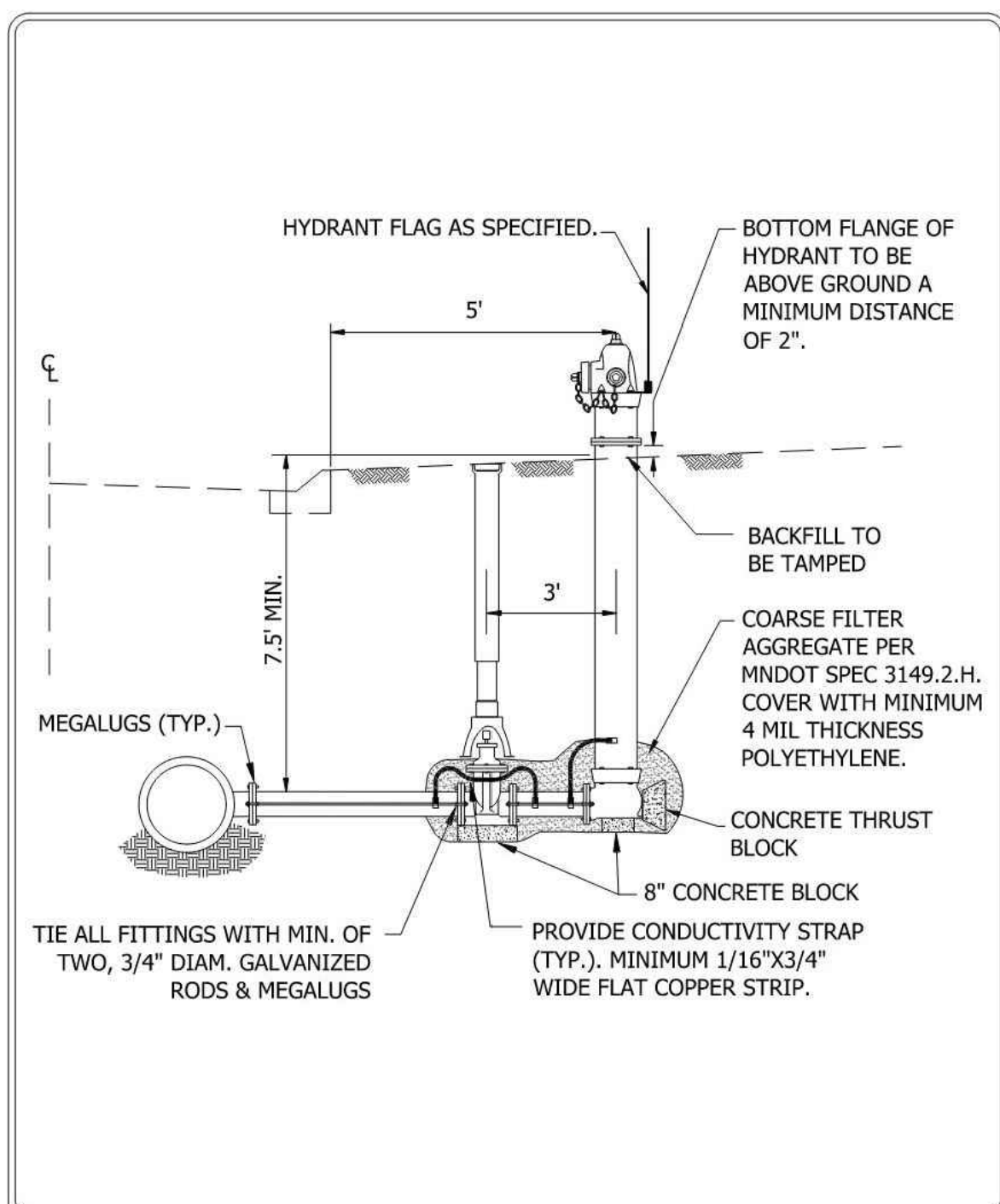
STANDARD DETAILS
RIPRAP AT FLARED END SECTION
COTTAGE GROVE, MINNESOTA

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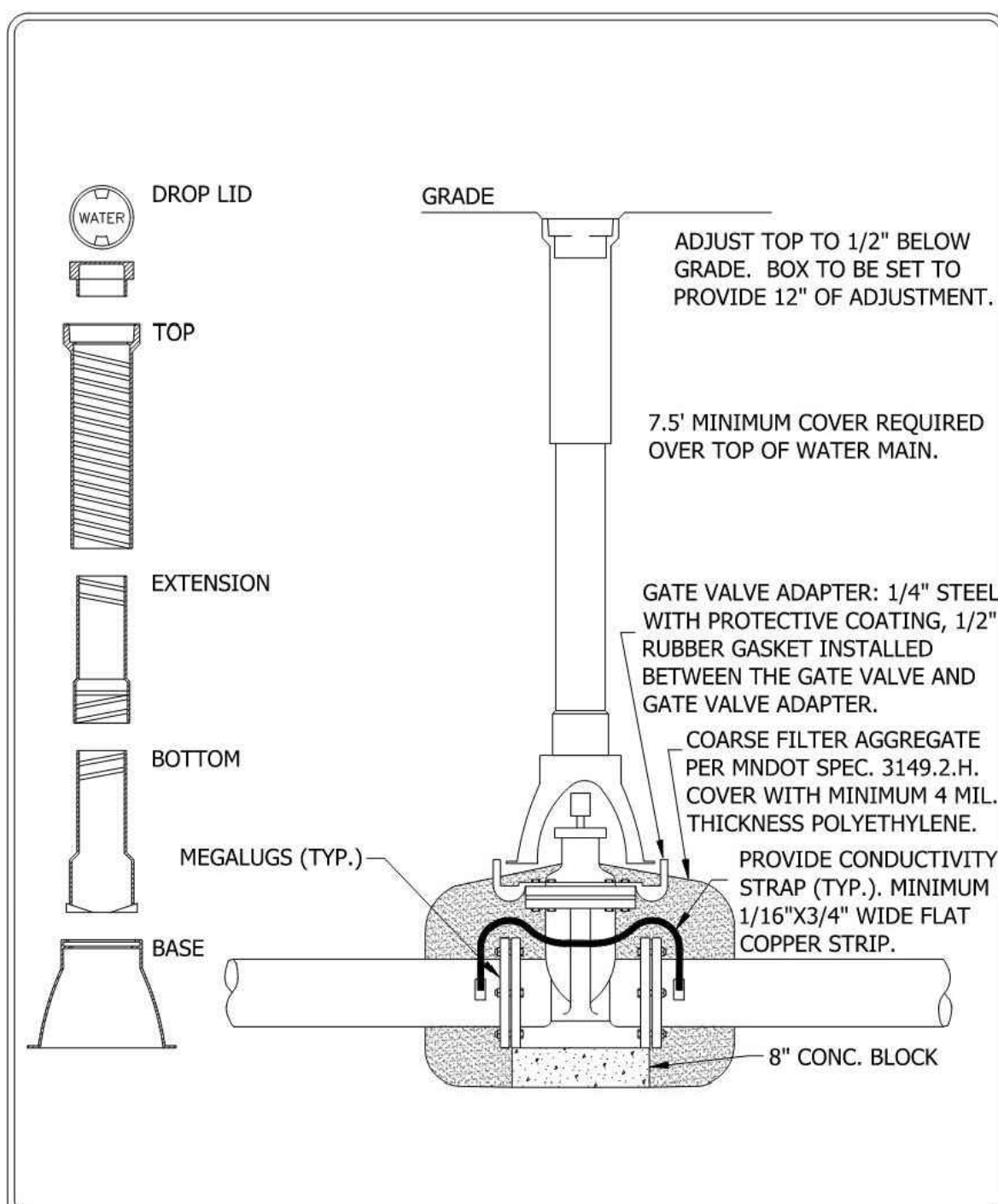
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OUTLET STRUCTURE
COTTAGE GROVE, MINNESOTA

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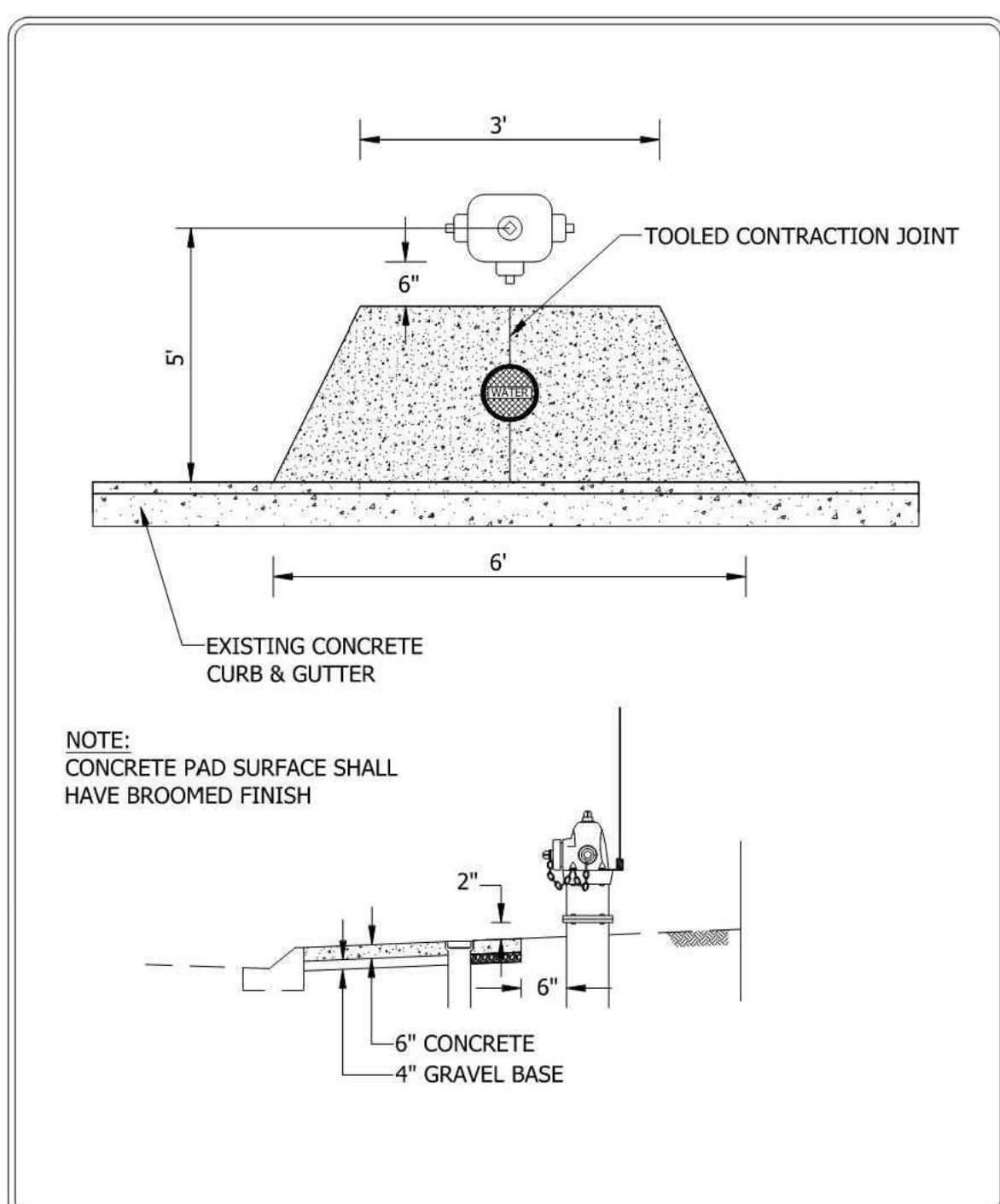
STANDARD DETAILS
HYDRANT DETAIL
COTTAGE GROVE, MINNESOTA

48_WAT1.DWG



STANDARD DETAILS
GATE VALVE AND BOX
INSTALLATION
COTTAGE GROVE, MINNESOTA

48_WAT3.DWG



STANDARD DETAILS
CONCRETE HYDRANT PAD
COTTAGE GROVE, MINNESOTA

48_STR37.DWG

HADLEY WORKFORCE APARTMENTS

COTTAGE GROVE, MN

REAL ESTATE EQUITIES

579 Selby Avenue
St. Paul, MN 55102

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PLANNING
CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL

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Maple Grove, MN 55369
763.424.5505
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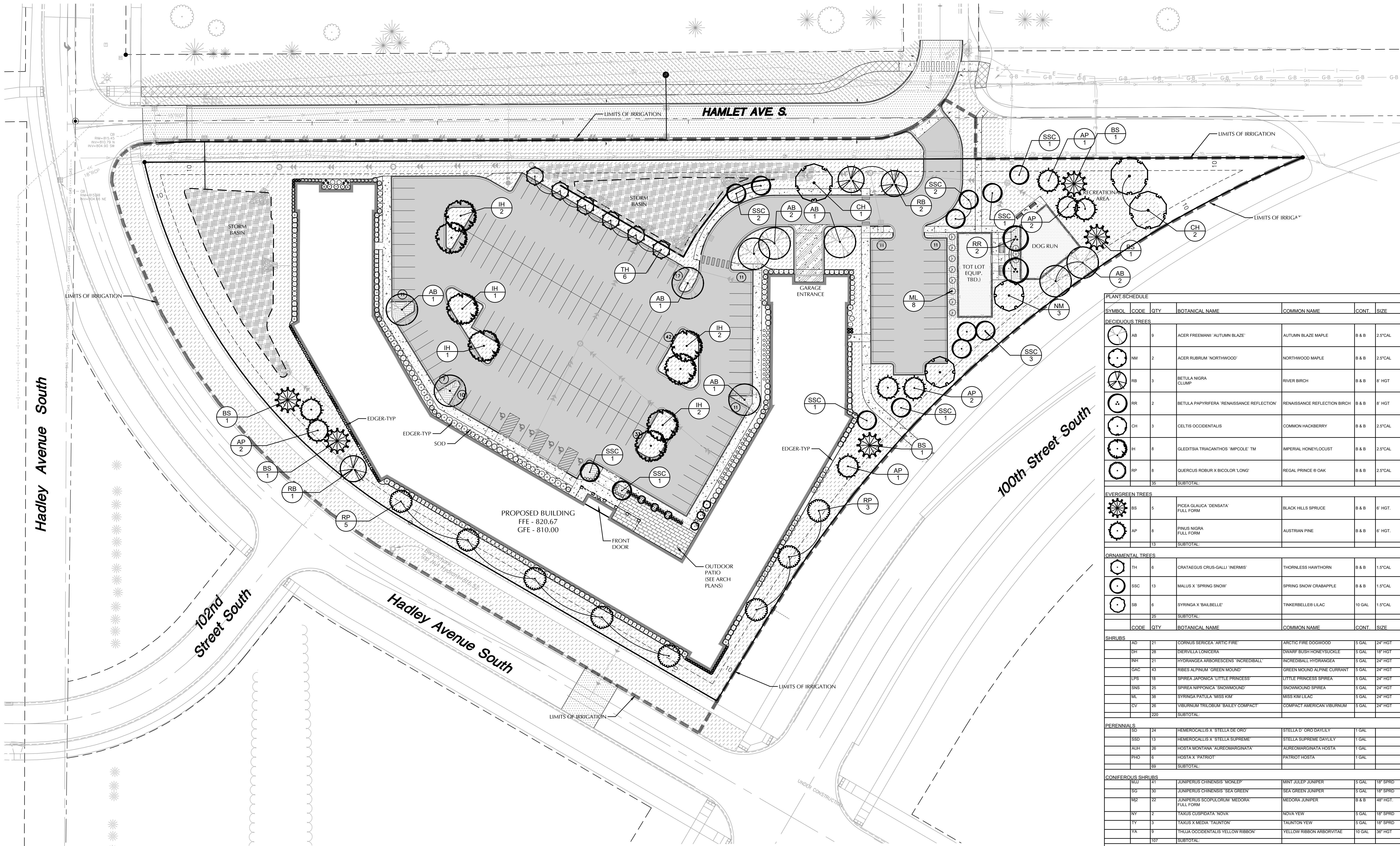
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L1-2	LANDSCAPE DETAILS

CIVIL DETAILS

C8-1



LANDSCAPE REQUIREMENTS

PARKING LOT PERIMETER: THE AREA WITHIN 15 FEET OF A PARKING LOT PERIMETER SHALL BE LANDSCAPED WITH CLUSTERED LANDSCAPED MATERIALS.
-SITE IS PLANNING TO RETAIN AN EXISTING ROW OF CONIFER TREES TO MEET THIS REQUIREMENT.

PARKING LOT INTERIOR: >25 STALLS ISLANDS TO BE LANDSCAPED.
-SITE IS PROPOSING 2 TREES PER ISLAND.

BUILDING PERIMETER: THE SIDES OF A BUILDING THAT FACE A PUBLIC STREET OR PARKING LOT SHALL BE LANDSCAPED FOR A LENGTH EQUAL TO 1/2 OF THE BUILDING DIMENSION, WITH A MIN. DEPTH OF 4 FEET.
-SITE IS PROPOSING FOUNDATION PLANTINGS THAT MEET THIS REQUIREMENT.

CONIFEROUS TREES: MIN. OF 30% OF REQUIRED OVERSTORY TREES MUST BE CONIFEROUS.
-SITE IS PROPOSING 35% OF CONIFEROUS TREES.

ORNAMENTAL TREES: 2 MAY BE SUBSTITUTED FOR 1 OVERSTORY

OVERSTORY DECIDUOUS TREES: 1 PER 40 LINEAR FEET OF SITE PERIMETER, NOT INCLUDING THE STREET TREE.
-SITE PERIMETER = 2,225 L.F. 2,225 / 40 = 55 TREES 2,225 / 5 = 445 SHRUBS-
-TREES REQUIRED: 55 OVERSTORY TREES
-TREES PROPOSED: 48 OVERSTORY TREES (35 DECIDUOUS & 13 CONIFEROUS)
24 ORNAMENTAL TREES (24 / 2 = 12 OVERSTORY)
60 TOTAL OVERSTORY

-SHRUBS REQUIRED: 445 SHRUBS
-SHRUBS PROPOSED: 469 SHRUBS

PARKING LOT LANDSCAPE AREA: (54,748 SF OF PARKING AREA)
-REQUIRED: 4,300 SF 8%
-PROPOSED: 4,376 SF 8.4%

IRRIGATION NOTES

VERIFY EXISTING / PROPOSED IRRIGATION SYSTEM LAYOUT AND CONFIRM COMPLETE LIMITS OF IRRIGATION PRIOR TO SUPPLYING SHOP DRAWINGS.

LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AN IRRIGATION LAYOUT PLAN AND SPECIFICATION AS A PART OF THE SCOPE OF WORK WHEN BIDDING. THESE SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO ORDER AND / OR INSTALLATION. IT SHALL BE THE LANDSCAPE CONTRACTORS RESPONSIBILITY TO INSURE THAT ALL SODDED / SEEDED AND PLANTED AREAS ARE IRRIGATED PROPERLY, INCLUDING THOSE AREAS DIRECTLY AROUND AND ABUTTING BUILDING FOUNDATION.

THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE OWNER WITH AN IRRIGATION SCHEDULE APPROPRIATE TO THE PROJECT SITE CONDITIONS AND TO PLANT MATERIAL GROWTH REQUIREMENTS.

IRRIGATION SYSTEM IS NOT TO SPRINKLE ACROSS PAVEMENT NOR SHALL THE SYSTEM SPRINKLE THE BUILDING.

THE SYSTEM SHALL INCORPORATE A RAIN SENSOR INTO IRRIGATION SYSTEM.

PLANTINGS OUTSIDE THE LIMITS OF IRRIGATION ARE TO BE WATERED REGULARLY UNTIL PLANTING / SOD / SEED HAS BEEN ESTABLISHED.

TREE PRESERVATION

SEE SHEET C1-1 DEMOLITION PLAN FOR TREE INVENTORY AND TREE PRESERVATION INFORMATION.

REQUIRED TREE INCHES TO REPLACE = 131 CALIPER INCHES
PROPOSED TREE INCHES = 30 (12 OVERSTORY TREES X 2.5)

NOTE: REMAINING INCHES (101 INCHES) TO BE PAID FOR IN CASH IN LIEU OF TREE CALIPER INCHES.

GENERAL NOTES

CONTRACTOR SHALL VISIT SITE PRIOR TO SUBMITTING BID. HE SHALL INSPECT SITE AND BECOME FAMILIAR WITH EXISTING CONDITIONS RELATING TO THE NATURE AND SCOPE OF WORK.

VERIFY LAYOUT AND ANY DIMENSIONS SHOWN AND BRING TO THE ATTENTION OF THE LANDSCAPE ARCHITECT ANY DISCREPANCIES WHICH MAY COMPROMISE THE DESIGN AND / OR INTENT OF THE PROJECT'S LAYOUT.

ASSURE COMPLIANCE WITH ALL APPLICABLE CODES AND REGULATIONS GOVERNING THE WORK OR MATERIALS SUPPLIED.

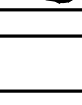
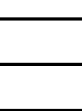
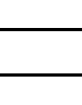
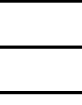
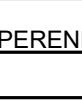
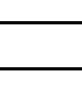
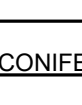
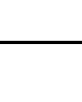
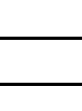
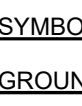
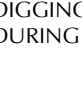
CONTRACTOR SHALL PROTECT ALL EXISTING ROADS, CURBS / GUTTERS, TRAILS, TREES, LAWNS AND SITE ELEMENTS DURING PLANTING OPERATIONS. ANY DAMAGE TO SAME SHALL BE REPAIRED AT NO COST TO THE OWNER.

CONTRACTOR SHALL VERIFY ALIGNMENT AND LOCATION OF ALL UNDERGROUND AND ABOVE GRADE UTILITIES. CONTRACTOR TO PROVIDE THE NECESSARY PROTECTION FOR THE UTILITIES BEFORE CONSTRUCTION / MATERIAL INSTALLATION BEGINS. CONTRACTOR TO NOTIFY GENERAL CONTRACTOR OF ANY CONCERNS PRIOR TO INSTALLATION OF PLANTINGS.

EXISTING CONTOURS, TRAILS, VEGETATION, CURB / GUTTER AND OTHER EXISTING ELEMENTS BASED UPON INFORMATION SUPPLIED TO LANDSCAPE ARCHITECT BY OTHERS. CONTRACTOR SHALL VERIFY ANY AND ALL DISCREPANCIES PRIOR TO CONSTRUCTION AND NOTIFY LANDSCAPE ARCHITECT OF SAME.

THE ALIGNMENT AND GRADES OF THE PROPOSED WALKS, TRAILS AND / OR ROADWAYS ARE SUBJECT TO FIELD ADJUSTMENT REQUIRED TO CONFORM TO LOCALIZED TOPOGRAPHIC CONDITIONS AND TO MINIMIZE TREE REMOVAL AND GRADING. ANY CHANGE IN ALIGNMENT MUST BE APPROVED BY LANDSCAPE ARCHITECT.

DECIDUOUS TREES SHOULD BE LOCATED A MINIMUM OF 5 FEET OFF ANY UTILITY PIPE. CONIFEROUS TREES SHOULD BE LOCATED A MINIMUM OF 15' OFF ANY UTILITY PIPE. NO TREE SHOULD BE LOCATED WITHIN 10' OF A HYDRANT OR 15' FROM A STREETLIGHT. TREE LOCATIONS ARE TO BE STAKED PRIOR INSTALLATION TO TO ENSURE THEY FOLLOW PLANTING RESTRICTION.

PLANT SCHEDULE					
SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT. SIZE
DECIDUOUS TREES					
	AB	9	ACER FREEMANII 'AUTUMN BLAZE'	AUTUMN BLAZE MAPLE	8 & B 2 5' CAL
	NM	2	ACER RUBRUM 'NORTHWOOD'	NORTHWOOD MAPLE	8 & B 2 5' CAL
	RB	3	BETULA NIGRA CLUMP	RIVER BIRCH	8 & B 8' HGT
	RR	2	BETULA PAPYRIFERA 'RENAISSANCE REFLECTION'	RENAISSANCE REFLECTION BIRCH	8 & B 8' HGT
	CH	3	CELTIS OCCIDENTALIS	COMMON HACKBERRY	8 & B 2 5' CAL
	IH	8	GLEDTISIA TRIACANTHOS 'IMPCOLE' TM	IMPERIAL HONEYLOCUST	8 & B 2 5' CAL
	RP	8	QUERCUS ROBUR X BICOLOR 'LONG'	REGAL PRINCE ® OAK	8 & B 2 5' CAL
		35	SUBTOTAL:		
EVERGREEN TREES					
	BS	5	PICEA GLAUCA 'DENSATA' FULL FORM	BLACK HILLS SPRUCE	8 & B 8' HGT
	AP	8	PINUS NIGRA FULL FORM	AUSTRIAN PINE	8 & B 8' HGT
		13	SUBTOTAL:		
ORNAMENTAL TREES					
	TH	6	CRATAEGUS CRUS-GALLI 'INERMIS'	THORNLESS HAWTHORN	8 & B 1 5' CAL
	SSC	13	MALUS X 'SPRING SNOW'	SPRING SNOW CRABAPPLE	8 & B 1 5' CAL
	SB	6	SYRINGA X 'BAILELLE'	TINKERBELLE® LILAC	10 GAL 1 5' CAL
		25	SUBTOTAL:		
CODE	QTY	BOTANICAL NAME		COMMON NAME	CONT. SIZE
SHRUBS					
	AD	21	CORNUS SERICEA 'ARCTIC FIRE'	ARCTIC FIRE DOGWOOD	5 GAL 24" HGT
	DH	28	DIERVILLA LONICERA	DWARF BUSH HONEYSUCKLE	5 GAL 18" HGT
	INH	21	HYDRANGEA ARBORESCENS 'INCREDIBALL'	INCREDIBALL HYDRANGEA	5 GAL 24" HGT
	SAC	43	RIBES ALPINUM 'GREEN MOUND'	GREEN MOUND ALPINE CURRANT	5 GAL 24" HGT
	LPS	18	SPIREA JAPONICA 'LITTLE PRINCESS'	LITTLE PRINCESS SPIREA	5 GAL 24" HGT
	SNS	25	SPIREA NIPPONICA 'SNOWMOUND'	SNOWMOUND SPIREA	5 GAL 24" HGT
	ML	38	SYRINGA PATULA 'MISS KIM'	MISS KIM LILAC	5 GAL 24" HGT
	CV	26	VIBURNUM TRILOBUM 'BAILEY COMPACT'	COMPACT AMERICAN VIBURNUM	5 GAL 24" HGT
		220	SUBTOTAL:		
PERENNIALS					
	SD	24	HEMEROCALLIS X 'STELLA DE ORO'	STELLA D' ORO DAYLILY	1 GAL
	SSD	13	HEMEROCALLIS X 'STELLA SUPREME'	STELLA SUPREME DAYLILY	1 GAL
	AUH	26	HOSTA MONTANA 'AUREOMARGINATA'	AUREOMARGINATA HOSTA	1 GAL
	PHO	6	HOSTA X 'PATRIOT'	PATRIOT HOSTA	1 GAL
		69	SUBTOTAL:		
CONIFEROUS SHRUBS					
	MJ	41	JUNIPERUS CHINENSIS 'MONLEP'	MINT JULEP JUNIPER	5 GAL 18" SPRD
	SG	30	JUNIPERUS CHINENSIS 'SEA GREEN'	SEA GREEN JUNIPER	5 GAL 18" SPRD
	M2	22	JUNIPERUS SCOPULORUM 'MEDORA' FULL FORM	MEDORA JUNIPER	8 & B 48" HGT
	NY	2	TAXUS CANADENSIS 'NOVA'	NOVA YEW	5 GAL 18" SPRD
	TY	3	TAXUS MEDIA 'TAUNTON'	TAUNTON YEW	5 GAL 18" SPRD
	YA	9	THUJA OCCIDENTALIS 'YELLOW RIBBON'	YELLOW RIBBON ARBORVITAE	10 GAL 36" HGT
		107	SUBTOTAL:		
GRASSES					
	FG	73	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER'	FEATHER REED GRASS	1 GAL
		73	SUBTOTAL:		
SYMBOL	QTY	BOTANICAL NAME		COMMON NAME	
GROUND COVERS					
		7,009 SF	CRUSHED GRAY ROCK 3" DEPTH	STONE MULCH	
		1,936 SF	COCO BROWN SHREDED HARDWOOD MULCH 3" DEPTH	HARDWOOD MULCH	
		13,277 SF	MNDOT 33-261 SEED MIXTURE RATE: 44 LBS/ACRE MULCH, STRAW	NATIVE SEED MIX - STORM BASIN	
		16,125 SF	MNDOT 26-131 RATE: 22 LBS/ACRE MULCH, HYDROSEED	TURF SEED	
		48,562 SF		TURF SOD	
		88,968 SF	SUBTOTAL:		
CALL BEFORE YOU DIG!					

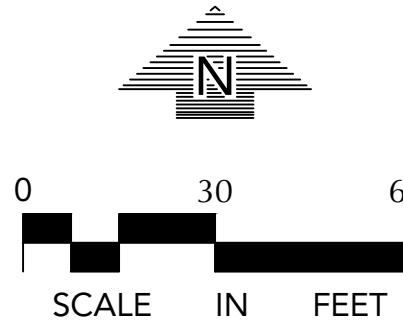


Gopher State One Call
TWIN CITY AREA: 651-454-0002
TOLL FREE: 1-800-251-1166

WARNING:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND / OR RELOCATION OF LINES.

THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 651-454-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.



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COTTAGE GROVE, MN

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CADD QUALIFICATION

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SUBMITTAL/REVISIONS

08/28/24	CITY SUBMITTAL
10/22/24	CITY SUBMITTAL
10/31/24	CITY SUBMITTAL
	RESPONSE TO
04/02/25	CITY SUBMITTAL

PROFESSIONAL SIGNATURE

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

License No. Douglas D. Loken - LA 45591
Date

QUALITY CONTROL

Loucks Project No. 24227A
Project Lead PJD
Drawn By DDL
Checked By DDL
Review Date 04/02/25

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**LANDSCAPE
PLAN**

L1-1

LANDSCAPE INSTALLATION:

GENERAL NOTES

COORDINATE THE PHASES OF CONSTRUCTION AND PLANTING INSTALLATION WITH OTHER CONTRACTORS WORKING ON SITE.

NO PLANTING WILL BE INSTALLED UNTIL ALL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.

ALL PLANTS TO BE INSTALLED AS PER PLANTING DETAILS. REMOVE ALL FLAGGING AND LABELS FROM PLANTS.

IF THE LANDSCAPE CONTRACTOR IS CONCERNED OR PERCEIVES ANY DEFICIENCIES IN THE PLANT SELECTIONS, SOIL CONDITIONS OR ANY OTHER SITE CONDITION WHICH MIGHT NEGATIVELY AFFECT PLANT ESTABLISHMENT, SURVIVAL OR GUARANTEE, HE MUST BRING THESE DEFICIENCIES TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO PROCUREMENT AND / OR INSTALLATION.

PROTECT ALL EXISTING TREES ON SITE SCHEDULED TO REMAIN. IF EXISTING TREES ARE DAMAGED IN ANY MANNER, ABOVE OR BELOW GROUND IN THE ROOT SYSTEM, AN ASPHALTIC TREE PRUNING PAINT SHOULD BE APPLIED IMMEDIATELY AFTER WOUNDING.

SOIL & GROUND COVER

ALL PLANTING AREAS RECEIVING GROUND COVER, PERENNIALS, ANNUALS, AND / OR VINES SHALL RECEIVE A MINIMUM OF 12" DEPTH OF PLANTING SOIL CONSISTING OF AT LEAST 45 PARTS TOPSOIL, 45 PARTS PEAT OR MANURE AND 10 PARTS SAND.

WHERE SOD / SEED ABUTS PAVED SURFACES, FINISHED GRADE OF SOD / SEED SHALL BE HELD 1" BELOW SURFACE ELEVATION OF TRAIL, SLAB, CURB, ETC.

SEED ALL AREAS DISTURBED DUE TO GRADING OTHER THAN THOSE AREAS NOTED TO RECEIVE SOD. SEED SHALL BE INSTALLED AND MULCHED AS PER MINDOT SPECS.

SOD ALL DESIGNATED AREAS DISTURBED DUE TO GRADING. SOD SHALL BE LAID PARALLEL TO THE CONTOURS AND SHALL HAVE STAGGERED JOINTS. ON SLOPES STEEPER THAN 3:1 OR IN DRAINAGE SWALES, THE SOD SHALL BE STAKED TO THE GROUND.

LANDSCAPE CONTRACTOR SHALL VERIFY THAT SOIL AND COMPACTION CONDITIONS ARE ADEQUATE TO ALLOW FOR PROPER DRAINAGE AT AND AROUND THE BUILDING SITE.

PLANTINGS INFO

ALL PLANT MATERIAL SHALL COMPLY WITH THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK, AMERICAN ASSOCIATION OF NURSERMEN. UNLESS NOTED OTHERWISE, ALL SHRUBS SHALL HAVE AT LEAST 5 CANES AT THE SPECIFIED MINIMUM SHRUB HEIGHT OR WIDTH. ORNAMENTAL TREES SHALL HAVE NO V CROTCHES AND SHALL BEGIN BRANCHING NO LOWER THAN 3' ABOVE ROOT BALL. STREET AND BOULEVARD TREES SHALL BEGIN BRANCHING NO LOWER THAN 5' ABOVE FINISHED GRADE.

ANY CONIFEROUS TREE PREVIOUSLY PRUNED FOR CHRISTMAS TREE SALES SHALL NOT BE USED. ALL CONIFEROUS TREES SHALL BE FULL FORM, NATURAL TO THE SPECIES, WITHOUT PRUNING.

PRIOR TO PLANTING, FIELD VERIFY THAT THE ROOT COLLAR / ROOT FLAIR IS LOCATED AT THE TOP OF THE BALLED & BURLAP TREE. IF THIS IS NOT THE CASE, SOIL SHALL BE REMOVED DOWN TO THE ROOT COLLAR / ROOT FLAIR. WHEN THE BALLED & BURLAP TREE IS PLANTED, THE ROOT COLLAR / ROOT FLAIR SHALL BE EVEN OR SLIGHTLY ABOVE FINISHED GRADE.

ALL PROPOSED PLANTS SHALL BE LOCATED AND STAKED AS SHOWN ON PLAN. ADJUSTMENTS IN LOCATION OF PROPOSED PLANT MATERIALS MAY BE NEEDED IN FIELD. SHOULD AN ADJUSTMENT BE ADVISED, THE LANDSCAPE ARCHITECT MUST BE NOTIFIED.

PLAN TAKES PRECEDENCE OVER PLAN SCHEDULE IF DISCREPANCIES IN QUANTITIES EXIST. SPECIFICATIONS TAKE PRECEDENCE OVER NOTES.

NO PLANT MATERIAL SUBSTITUTIONS WILL BE ACCEPTED UNLESS APPROVAL IS REQUESTED OF THE LANDSCAPE ARCHITECT BY THE LANDSCAPE CONTRACTOR PRIOR TO THE SUBMISSION OF A BID AND / OR QUOTATION.

WRAPPING MATERIAL SHALL BE CORRUGATED PVC PIPING 1" GREATER IN

CALIPER THAN THE TREE BEING PROTECTED OR QUALITY, HEAVY. WATERPROOF CORE PAPER MANUFACTURED FOR THIS PURPOSE. WRAP ALL DECIDUOUS TREES PLANTED IN THE FALL PRIOR TO 12-1 AND REMOVE ALL WRAPPING AFTER 5-1.

FERTILIZER

ALL PLANT MATERIALS SHALL BE FERTILIZED UPON INSTALLATION WITH A 27-3-3 SLOW RELEASE FERTILIZER MIXED IN WITH THE PLANTING SOIL PER THE MANUFACTURER'S INSTRUCTIONS. PLANTS MAY BE TREATED FOR SUMMER AND FALL INSTALLATION WITH AN APPLICATION OF GRANULAR 27-3-3 AT 6 OZ PER 2.5" CALIPER PER TREE AND 3 OZ PER SHRUB WITH AN ADDITIONAL APPLICATION OF 27-3-3 THE FOLLOWING SPRING IN THE TREE SAUCER.

EDGING FOR PLANTING BEDS

BLACK METAL EDGER TO BE USED TO CONTAIN SHRUBS, PERENNIALS, AND ANNUALS WHERE BED MEETS SOD / SEED UNLESS NOTED OTHERWISE.

PLANTING BED PREPARATION

ALL SHRUB BED MASSINGS TO RECEIVE 3" DEEP SHREDDED HARDWOOD OR ROCK MULCH AND FIBER MAT WEED BARRIER. (SEE HATCH AND LEGEND)

ALL TREES NOT IN PLANTING BEDS TO RECEIVE 4" DEEP SHREDDED HARDWOOD MULCH RING WITH NO MULCH IN DIRECT CONTACT WITH TREE TRUNK.

SPREAD GRANULAR PRE EMERGENT HERBICIDE (PREEN OR EQUAL) PER MANUFACTURER'S RECOMMENDATIONS UNDER ALL MULCHED AREAS.

MAINTENANCE STRIPS TO HAVE EDGER AND MULCH AS SPECIFIED / INDICATED ON DRAWING OR IN SPECIFICATION.

INSPECTION AND WARRANTY

CONTRACTOR SHALL SUBMIT A WRITTEN REQUEST FOR THE OWNER ACCEPTANCE INSPECTION OF ALL LANDSCAPE AND SITE IMPROVEMENTS.

CONTRACTOR IS RESPONSIBLE FOR ON-GOING MAINTENANCE OF ALL NEWLY INSTALLED MATERIALS UNTIL TIME OF OWNER ACCEPTANCE. ANY ACTS OF VANDALISM OR DAMAGE WHICH MAY OCCUR PRIOR TO OWNER ACCEPTANCE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR SHALL PROVIDE THE OWNER WITH A MAINTENANCE PROGRAM INCLUDING, BUT NOT NECESSARILY LIMITED TO, PRUNING, FERTILIZATION AND DISEASE / PEST CONTROL.

CONTRACTOR SHALL GUARANTEE NEW PLANT MATERIAL THROUGH ONE (1) CALENDAR YEAR FROM THE DATE OF OWNER ACCEPTANCE.

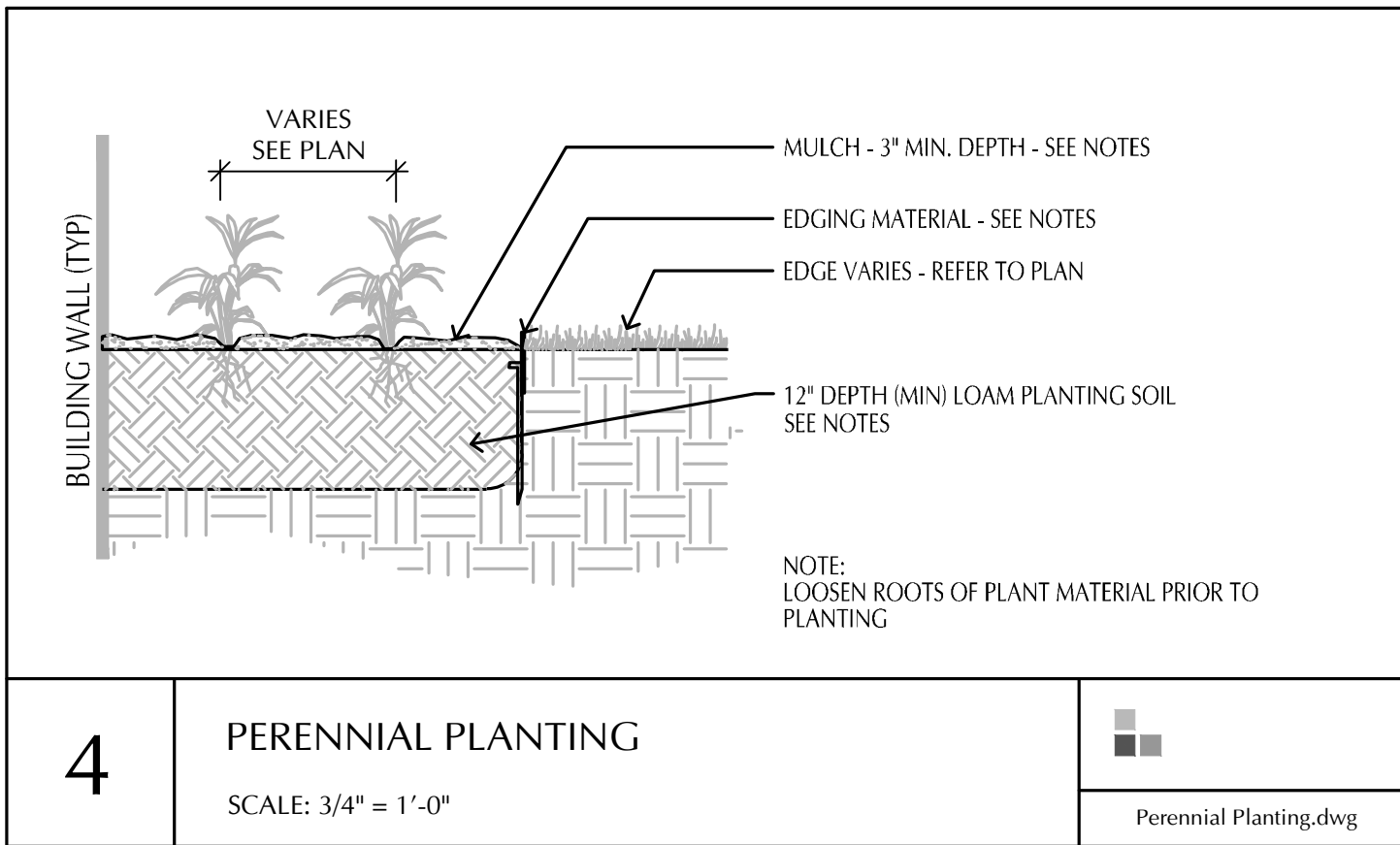
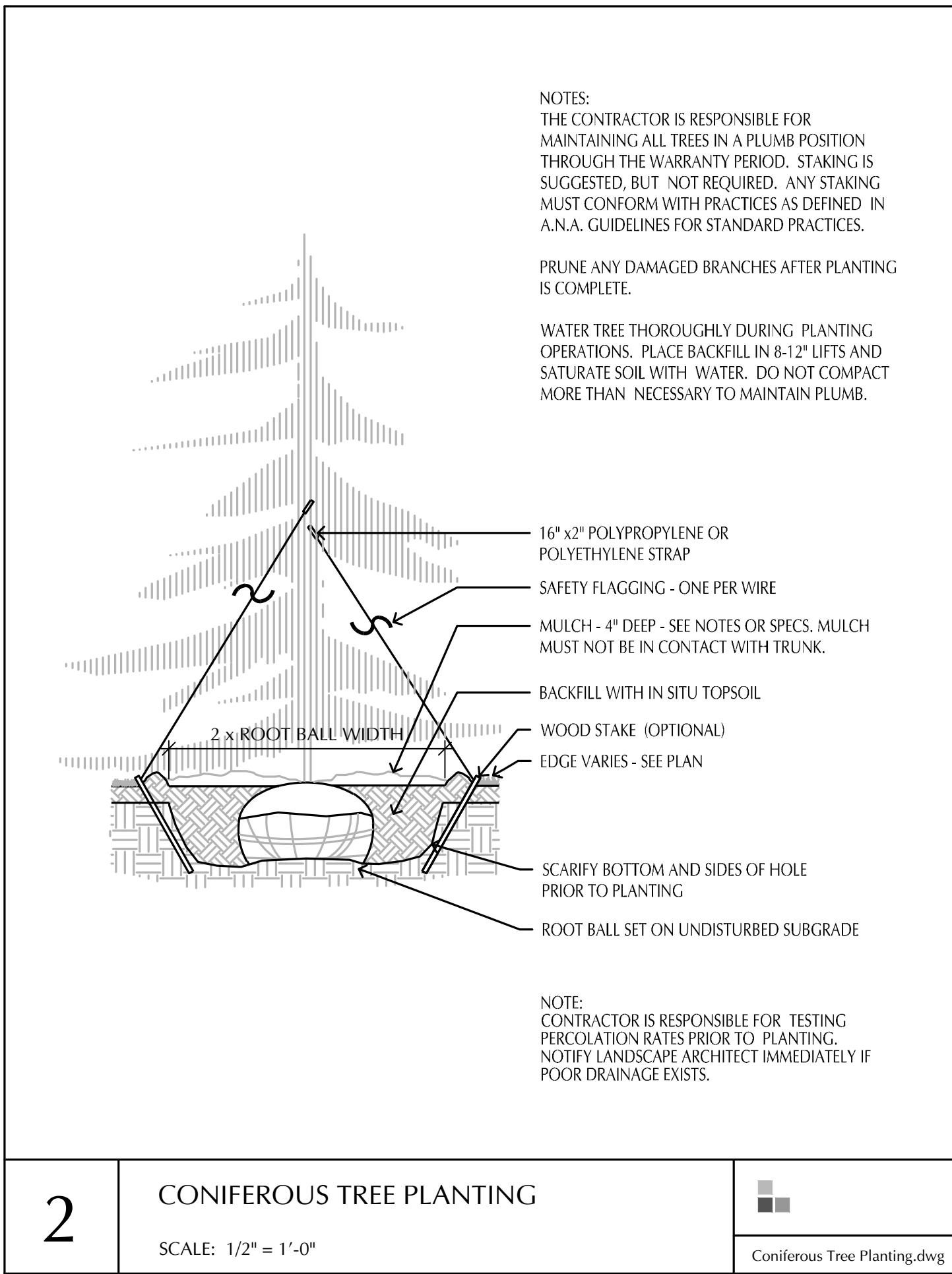
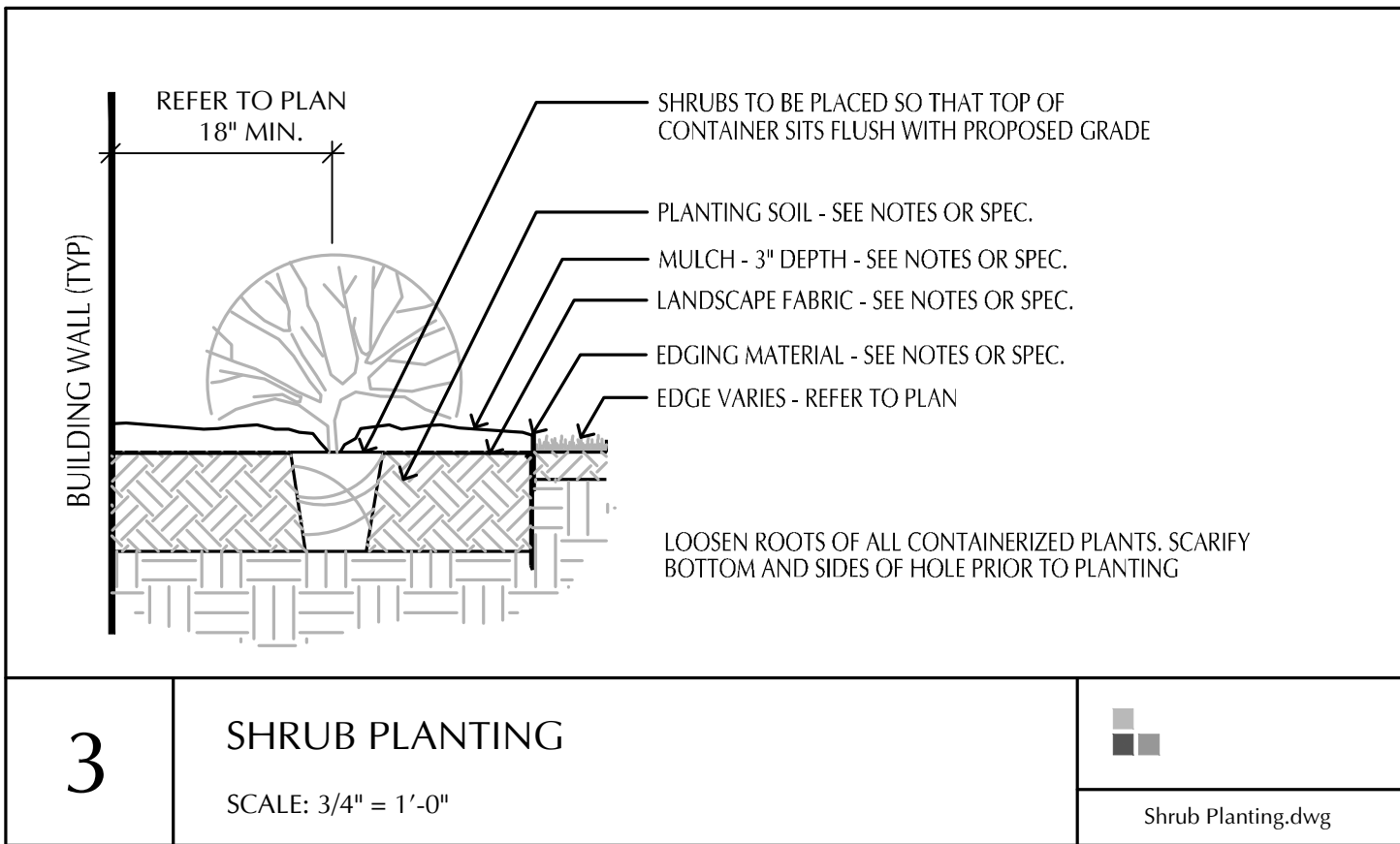
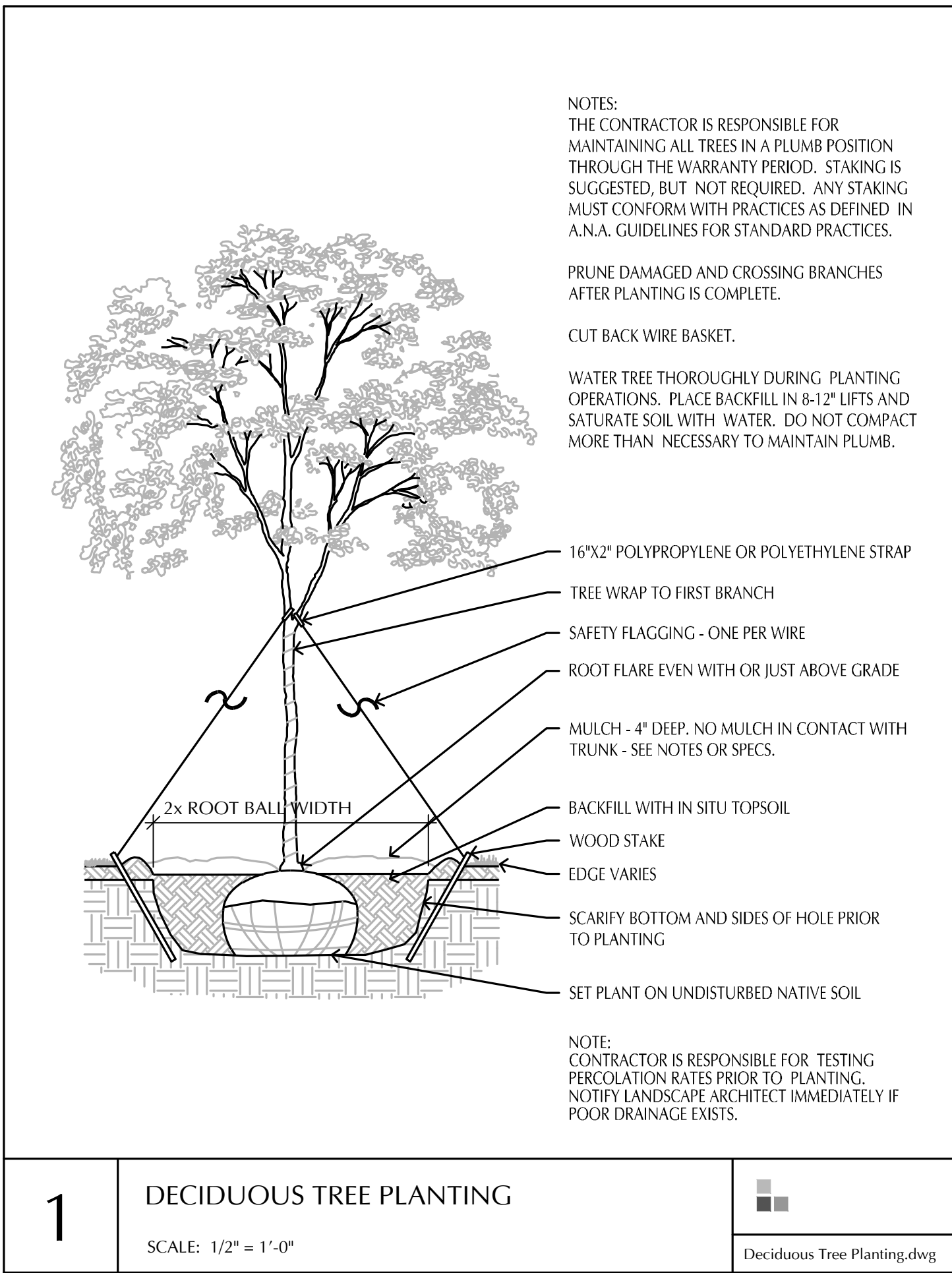
WARRANTY (ONE (1) FULL GROWING SEASON) FOR LANDSCAPE MATERIALS SHALL BEGIN ON THE DATE OF ACCEPTANCE BY THE LANDSCAPE ARCHITECT AFTER THE COMPLETION OF PLANTING OF ALL LANDSCAPE MATERIALS. NO PARTIAL ACCEPTANCE WILL BE CONSIDERED.

TIMING OF INSTALLATION

UNLESS NOTED OTHERWISE THE APPROPRIATE DATES FOR SPRING PLANT MATERIAL INSTALLATION AND SEED / SOD PLACEMENT IS FROM THE TIME GROUND HAS THAWED TO JUNE 15.

FALL SODDING IS GENERALLY ACCEPTABLE FROM AUGUST 15 - NOVEMBER 1. FALL SEEDING FROM AUGUST 15 - SEPTEMBER 15. DORMANT SEEDING IN THE FALL SHALL NOT OCCUR PRIOR TO NOVEMBER 1. FALL CONIFEROUS PLANTING MAY OCCUR FROM AUGUST 15 - OCTOBER 1 AND DECIDUOUS PLANTING FROM THE FIRST FROST UNTIL NOVEMBER 15. PLANTING OUTSIDE THESE DATES IS NOT RECOMMENDED. ANY ADJUSTMENT MUST BE APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT.

TREES ARE NOT TO BE PRUNED, REMOVED OR TRANSPLANTED BETWEEN APRIL 15 AND JULY 1. NOTIFY LANDSCAPE ARCHITECT IF THESE DATES ARE UNAVOIDABLE.



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10/22/24 CITY SUBMITTAL
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04/02/25 RESPONSE TO CITY SUBMITTAL

PROFESSIONAL SIGNATURE

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

License No. Douglas D. Loken - LA 45591
Date -

QUALITY CONTROL

Loucks Project No. 24227A
Project Lead PJD
Drawn By DDL
Checked By DDL
Review Date 04/02/25

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L1-2 LANDSCAPE DETAILS

LANDSCAPE
DETAILS

L1-2



MEMORANDUM

Date: 05/14/2025
To: Ryan Burfeind, PE
From: Mike Boex, PE
Andrew Olson, PE
Subject: REE Hadley Avenue Apartments
City of Cottage Grove, MN
Project No.: 24X135990000

This memo summarizes the review of site plan documents submitted by Loucks Inc., dated 04/02/2025.

ALTA Comments:

1. Please show the 75' NSP Easement that crosses over the 100th Street Right of Way.

Civil Plans:

Sheet C2-1:

2. An Encroachment Agreement will be needed for improvements within the Xcel Transmission Easement through the 100th Street Right of Way. The City will coordinate the agreement.
3. Provide street lighting per city standard detail LGT-7 in the north boulevard of new Hamlet Avenue. Refer to the City's Engineering Guidelines for more detail.
4. Please label the surrounding street names.
5. The crosswalk should be 12" transverse white lines (paint) rather than zebra striped.
6. Please clarify the pedestrian crossing signage with sign types and sizes. The signs should be W11-2 (30"x30") with a W16-7P arrow (24"x18").
 - a. The signs should be located behind the crosswalk so the signage does not block the pedestrian.
 - b. Please include advanced warning signage (W11-2) with AHEAD for the eastbound lane.
7. Provide the sign designation and sizes for all signs in the Right of Way.
8. Clarify the pavement sections for Hamlet Avenue and the Hadley Avenue patch.
 - a. The Heavy-Duty Bituminous Pavement Section referenced on Sheet C8-1 should be used for the Hadley Avenue patch and where this is being used.
 - b. STR-1 should be used for Hamlet Avenue.

Sheet C3-1:

9. Show tie-in elevations of the southeastern sidewalk to the existing 100th Street bituminous trail so longitudinal grades of new sidewalk can be understood.
10. Freeboard Standards:
 - a. For stormwater facilities with emergency overflows, the low adjacent grade (LAG) elevation for all new structures must be a minimum of 3 feet above both the peak surface water elevation for the 100-year precipitation event and 2 feet above the emergency overflow elevation of any immediately adjacent new stormwater basin.
 - i. For backyard and side-yard conveyance and temporary ponding areas, there must be at least 1 foot between the overland overflow elevation and the low adjacent grade elevation of the adjacent structure.
 - b. East Infiltration Basin (North Basin):
 - i. It is acknowledged that the developer recognizes the Freeboard Requirements for the HWL or Overland EOF are not met. The developer/owner has agreed to sign a letter acknowledging they are not meeting city rules, and they are accepting those risks.
 - ii. Should a storm sewer pipe on Hamlet Avenue or Hadley Avenue become obstructed, the EOF labeled north of the East Infiltration Basin would not function properly. It should be recognized that overtopping of the basin and Hamlet Avenue low point immediately to the north would occur around an 815.5 along Hamlet Avenue near the entrance drive to the site.
 - iii. Evaluate if freeboard can be provided from the back-to-back 100-year recurrence to the low adjacent grade (entry into the garage). Please resubmit the back-to-back 100-year recurrence for review based on changes made from this memo.
 - c. West Basin: the depicted EOF (14.25) does not have the required 2-ft freeboard to the LAG on the west side of the building (15.25). However, 1-ft has been provided.
 - i. It is acknowledged that the developer recognizes the Freeboard Requirements for the Overland EOF are not met. The developer/owner has agreed to sign a letter acknowledging they are not meeting city rules, and they are accepting those risks.
11. Existing contours are missing in some areas on Sheets C1-1, C3-1, and C3-2. Show how proposed contours tie into existing contours surrounding the site.

Sheet C4-1:

12. The city has allowed a wet tap connection to the 18" city main. The lead from the city main to the private hydrant will be considered private pipe, and a maintenance and access agreement will need to be executed.
 - a. Please label the 18" main to be wet tapped and a 6" gate valve at the connection.
13. It appears two sanitary sewer services are proposed for the site. In the previous review, the city requested the developer to document why two services are necessary, as the second service will require cutting into the new city street.

- a. The applicant stated that Interior Plumbing Code requires two services. Please explain the Code requirement for the second service. Generally, two services are not required unless the number of fixtures exceeds the allowable capacity of the provided service stub.

14. Note 11 should be filled in with the Geotechnical Evaluation Report company name and date.

Sheet C4-2:

15. Revise the Storm Sewer Schedule as follows:

- a. CBMH 21, 22, and 23 should reference STO-5 for a catch basin manhole rather than a manhole.
- b. CBMH 24 should reference STO-5 for a catch basin manhole rather than a sump structure.

16. CBMH-23 & 24: casting R-3067-V should be identified per the city's specifications.

Sheet C5-1:

17. Hamlet Ave:

- a. The profile for Hamlet Avenue should show the existing grades past the tie in point to ensure the road grade is continued. The South District Plans show Hamlet Avenue at a 0.83% grade at the connection just east of Hadley Avenue and the Hadley Workforce Apartments plans show connecting with a 2.84% grade. Please match the existing grade at the tie in point.
 - i. An approach of 100-ft at under 2.0% should be provided leading up to the stop condition.

Sheet C5-2:

18. Show the watermain on the plan view for reference for the crossing.

19. Please show the watermain crossing between CBMH 21 and CB 20.

20. Please provide minimum cover of 3-ft or more for storm sewer within the street. The storm sewer between CBMH 21 and CBMH 22 only possesses 2.52-ft of cover.

Sheet C8-2:

21. Review the storm manhole details for STMH 8 and 11 as the storm sewer design appears to have been modified and identification numbers have been changed.

Sheet L1- 1:

22. List the following restrictions on the plan such that they can be adhered to during installation. Generally, the proposed planting locations appear acceptable.

- a. Deciduous trees should be located a minimum of 5' off any utility pipe.
- b. Coniferous trees should be located a minimum of 15' off any utility pipe.
- c. No tree should be located within 10' of a hydrant or 15' from a streetlight.
- d. No trees should be located within a storm pond HWL.

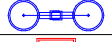
- e. No trees should be located within a storm pond's 20-ft access route, and no coniferous trees within 5' of the 20' pond access route.
 - f. No coniferous trees within 20' of a proposed sidewalk/trail.
 - g. No deciduous trees within 5' of sidewalk/trail/driveways.
 - h. Trees should not be planted within drainage and utility easements.
23. It appears the legend is blank for the Stone Mulch. Please revise to indicate where the Stone Mulch will be used.

Stormwater Comments:

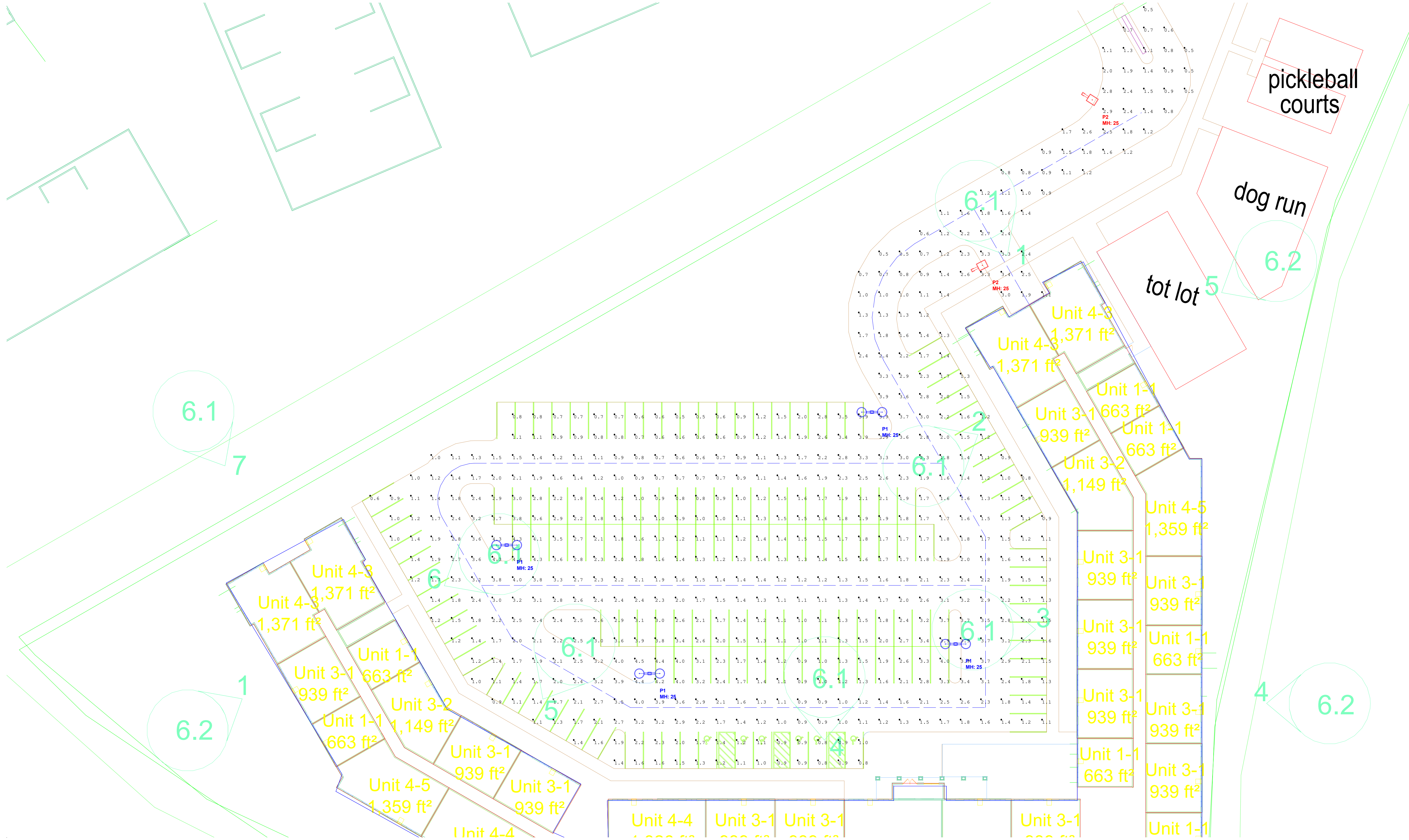
24. The City will require an executed stormwater maintenance agreement for the proposed stormwater features on the site.
- a. This agreement should be executed after review and approval of post-construction stormwater infiltration testing and modelling.
25. HydroCAD:
- a. Please update the pervious surface curve numbers for DA-1P and DA-2P from CN = 39 to CN = 61. A curve number equal to 61 should be used for those pervious sub watersheds having grassed urban land use types.
 - i. DA-3P: We expect to see less compaction around the edges of the project, therefore the pervious surface curve number of 39 for the untreated drainage area is appropriate.
 - b. Sheet C4-2 shows a 12" RCP @ 4.25% from the East Infiltration Basin to STMH-9. The HydroCAD model indicates this pipe is a 24" RCP @ 0.43%. Please adjust the plan or model for consistency.
 - c. As previously discussed, infiltration rates of 1.6 in/hr. for each infiltration basin versus the infiltration rate of 0.8 in/hr. may be used.
 - i. The design infiltration rate of 1.6 in/hr. will be allowed by the City should be supported by post-construction infiltration testing results. Per the Construction Stormwater Permit, the testing must show a rate at least twice the design rate.
26. Water Quality Analysis: Please provide a copy of the existing and proposed MIDS models.
27. Rational Storm Sewer Design:
- a. Please include the storm sewer reach from the East to the West Infiltration Basins in the rational design table.
 - b. STMH-11 to the FES appears to have a design outlet velocity exceeding 4 ft/sec Please adjust the design to reduce outlet velocities to 4 ft/sec or less.
 - c. Please update catch basin invert CB-1 in rational table to match the invert listed on Sheet C4-2 (813.69).
28. Please update the SWPPP sheets to match the stormwater narrative Volume Control Calculations and the MIDS model proposed impervious surface area.
29. Please add the following statement to the SWPPP: "Permittees must immediately initiate stabilization of exposed soil areas, as described in item 8.4, and complete the stabilization within seven (7) calendar days after the construction activity in that portion of the site temporarily or permanently ceases."

Planning Comments:

30. Structure setbacks shall be a minimum of 20 feet from corner property lines. There are corner setbacks at 16.1 and 17.8 feet. Please revise to meet setback minimum requirements.
31. There is not a trash enclosure identified. Please indicate if the trash collection will occur inside of the structure.
32. Photometric Plan: Updated the plan to show 0.5 foot candles or less and the property lines, not just the parking lot.
33. Please show the sod extending into the northeast corner of the property.
34. Sheet C1-1 shows 7 spruce trees being saved but the calculations and demo plan show no trees being saved on site. Please correct this discrepancy.
35. There must be at least 17 coniferous trees (11-3-12 D minimum 30% of required overstory trees must be coniferous). 55 overstory trees required, 30% of 55 = 17 coniferous trees. Sheet L1-1 shows 13 evergreen trees.
36. City Code Section 10-4-3-G indicates that multifamily projects must have a minimum 50% of the total lot area that is devoted to open space consisting of landscaping, lawn area, or noncommercial outdoor recreational facilities such as swimming pools, common space patio areas, basketball courts, etc. Please clarify this is met.
37. Parking lot must be 15 feet from property lines. Currently it is 10 feet.

Luminaire Schedule							
Symbol	Qty	Type	Mounting Height	Lum. Watts	Luminaire Lumens	LLF	Description
	4	P1	25	122.2	19315	0.900	OPF-S-A06-740-T5W
	2	P2	25	63.59	11035	0.900	OPF-S-A03-740-T2M
							[MANUFAC]
							SIGNIFY CANADA LTD

Calculation Summary						
Label	Units	Avg	Max	Min	Avg/Min	Max/Min
Parking Lot	Fc	1.83	4.5	0.5	3.66	9.00



DISCLAIMER: Based on the information provided, all dimensions and luminaire locations shown represent recommended positions. Actual performance of any manufacturer's luminaires may vary due to changes in electrical voltage, tolerance in LEDs and other variable field conditions. Calculations do not include obstructions such as buildings, curbs, landscaping or any other architectural elements unless noted.

Fixture nomenclature to be finalized by engineer and/or architect.
This drawings is for photometric evaluation purposes only and should not be used as a construction document or as a final document for ordering product.



City Council Action Request

13.A.

Meeting Date 6/18/2025

Department Communications

Agenda Category Presentation

Title National Community Survey Report - POLCO

Staff Recommendation Receive National Community Survey Report.

Budget Implication N/A

Attachments

1.	Polco NCS Report Workshop Memo
2.	The NCS Report - Cottage Grove MN 2025



To: Honorable Mayor and City Council
Jennifer Levitt, City Administrator
From: Phil Jents, Communications Manager
Date: June 12, 2025
Subject: Polco National Community Survey Report

Background

All households within Cottage Grove were eligible to participate in the Polco National Community Survey (NCS). A list of all households within the zip codes serving Cottage Grove was purchased based on updated listings from the United States Postal Service. Using GIS boundary files provided by the City, addresses located outside of Cottage Grove boundaries were removed from the list of potential households to survey. From that list, 3000 addresses were randomly selected to receive the survey.

The 3000 randomly selected households received mailings beginning on March 20th, 2025, and the survey remained open for 6 weeks. The first mailing was a postcard inviting the household to participate in the survey. The next mailing contained a cover letter with instructions, the five-page survey questionnaire, and a postage-paid return envelope. Both the postcard and cover letter included a web link to give residents the opportunity to respond to the survey online. All follow-up mailings asked those who had not yet completed the survey to do so and those who had already done so to not respond twice.

The survey was available in English and Spanish. All mailings contained paragraphs in both languages instructing participants on how to complete the survey in their preferred language.

A total of 483 completed surveys were received from these efforts, providing a response rate of 16% and a margin of error of plus or minus four percentage points. We then compared the demographic profile of survey respondents to that of adults in Cottage Grove using the most recent Census and American Community Survey data and “weighted” the survey results. Weighting is a survey research best practice and helps to improve the representativeness of your survey results.

In addition to the randomly selected “probability sample” of households, a link to an online open-participation survey was publicized by the City of Cottage Grove. The open-participation survey was identical to the random sample survey, with two small updates; it asked a question to confirm the respondent was a resident of Cottage Grove and also a question about where they heard about the survey. The open-participation survey was open to all city residents and became available on April 10th, 2025. The survey remained open for three weeks.

The NCS Report has been delivered to the City of Cottage and is being presented to the City Council.

Staff Recommendation

Receive the NCS Report from Polco containing the City of Cottage Grove’s NCS results.

Cottage Grove, MN

The National Community Survey

Report of Results
2025

Report by:



Visit us online!
www.polco.us



National Research Center at Polco is a charter member of the AAPOR Transparency Initiative, providing clear disclosure of our sound and ethical survey research practices.

About The NCS™

The National Community Survey™ (The NCS™) report is about the “livability” of Cottage Grove. A livable community is a place that is not simply habitable, but that is desirable. It is not only where people do live, but where they want to live. The NCS was developed by the experts from National Research Center at Polco in partnership with the International City/County Management Association (ICMA) and has been administered in hundreds of communities across the United States.

Great communities are partnerships of the government, private sector, community-based organizations and residents, all geographically connected. The NCS focuses on the livability of Cottage Grove by categorizing survey questions into the ten main “facets” of community livability shown below, which have been identified through years of extensive survey research as those that are most impactful to residents’ quality of life.

- Economy
- Mobility
- Community Design
- Utilities
- Safety
- Natural Environment
- Parks and Recreation
- Health and Wellness
- Education, Arts, and Culture
- Inclusivity and Engagement



The report provides the opinions of a representative sample of 483 residents of the City of Cottage Grove collected from March 20th, 2025 to May 1st, 2025. The margin of error around any reported percentage is 4% for all respondents and the response rate for the 2024 survey was 16%. Survey results were weighted so that the demographic profile of respondents was representative of the demographic profile of adults in Cottage Grove.



How the results are reported

For the most part, the percentages presented in this report represent the “percent positive.” Most commonly, the percent positive is the combination of the top two most positive response options (i.e., excellent/good, very safe/somewhat safe, etc.). On many of the questions in the survey, respondents may answer “don’t know.” The proportion of respondents giving a “don’t know” response is shown in the full set of responses included in the “complete data” section; however, these responses have been removed from the analyses presented in the main

body of the report. In other words, the tables and graphs display the responses from respondents who had an opinion about a specific item.

Comparisons to benchmarks

NRC's database of comparative resident opinion is comprised of resident perspectives gathered in surveys from over 500 communities whose residents evaluated the same kinds of topics on The National Community Survey. The comparison evaluations are from the most recent survey completed in each community in the last five years. NRC adds the latest results quickly upon survey completion, keeping the benchmark data fresh and relevant. The communities in the database represent a wide geographic and population range. In each tab, Cottage Grove's results are noted as being "higher" than the benchmark, "lower" than the benchmark, or "similar" to the benchmark, meaning that the average rating given by Cottage Grove residents is statistically similar to or different (greater or lesser) than the benchmark. Being rated as "higher" or "lower" than the benchmark means that Cottage Grove's average rating for a particular item was more than 10 points different than the benchmark. If a rating was "much higher" or "much lower," then Cottage Grove's average rating was more than 20 points different when compared to the benchmark.

Methods



Selecting survey recipients

All households within the City of Cottage Grove were eligible to participate in the survey. A list of all households within the zip codes serving Cottage Grove was purchased from NRC's mailing vendor, Go-Dog Direct, based on updated listings from the United States Postal Service. Since some of the zip codes that serve the City of Cottage Grove households may also serve addresses that lie outside of the community, the exact geographic location of each housing unit was compared to community boundaries using the most current municipal boundary file. Addresses located outside of Cottage Grove boundaries were removed from the list of potential households to survey. From that list, addresses were randomly selected as survey recipients, with multi-family housing units (defined as those with a unit number) sampled at a rate of 5:3 compared to single family housing units.

An individual within each household was randomly selected using the birthday method. The birthday method selects a person within the household by asking the "person who most recently had a birthday" to complete the questionnaire. The underlying assumption in this method is that day of birth has no relationship to the way people respond to surveys. This instruction was contained in the introduction of the survey.

Conducting the survey

The 3,000 randomly selected households received mailings beginning on March 20th, 2025 and data collection for the survey remained open for 6 weeks. The first mailing was a postcard inviting the household to participate in the survey. The next mailing contained a cover letter with instructions, the survey questionnaire, and a postage-paid return envelope. All mailings included a web link to give residents the opportunity to respond to the survey online, as well as QR codes to further encourage participation. All follow-up mailings asked those who had not completed the survey to do so, and those who had already done so to refrain from completing the survey again.

The survey was available in English and Spanish. All mailings contained paragraphs in both languages instructing participants on how to complete the survey in their preferred language.

About 1% of the 3,000 mailed invitations or surveys were returned because the household address was vacant or the postal service was unable to deliver the survey as addressed. Of the remaining 2,958 households that received the invitations to participate, 483 completed the survey, providing an overall response rate of 16%. The response rate was calculated using AAPOR's response rate #2 for mailed surveys of unnamed persons.¹

It is customary to describe the precision of estimates made from surveys by a "level of confidence" and accompanying "confidence interval" (or margin of error). A traditional level of confidence, and the one used here, is 95%. The 95% confidence interval can be any size and quantifies the sampling error or imprecision of the survey results because some residents' opinions are relied on to estimate all residents' opinions. The margin of error for the City of Cottage Grove survey is no greater than plus or minus four percentage points around any given percent reported for all respondents (483 completed surveys).

In addition to the randomly selected "probability sample" of households, a link to an online open-participation survey was publicized by the City of Cottage Grove. The open-participation survey was identical to the random sample survey, with two small updates; it asked a question to confirm the respondent was a resident of Cottage Grove and also a question about where they heard about the survey. The open-participation survey was open to all city residents and became available on April 10th, 2025. The survey remained open for three weeks. The data presented in the following tabs exclude the open participation survey data, but a tab at the end provides the complete frequency of responses to questions by the open-participation respondents.

Analyzing the data

Responses from mailed surveys were entered into an electronic dataset using a “key and verify” method, where all responses are entered twice and compared to each other. Any discrepancies were resolved in comparison to the original survey form. Range checks as well as other forms of quality control were also performed. Responses from surveys completed on Polco were downloaded and merged with the mailed survey responses.

The demographics of the survey respondents were compared to those found in the 2020 Census and 2023 American Community Survey estimates for adults in the City of Cottage Grove. The primary objective of weighting survey data is to make the survey respondents reflective of the larger population of the community. The characteristics used for weighting were age, sex, race, Hispanic origin, housing type, and housing tenure. No adjustments were made for design effects. Weights were calculated using an iterative, multiplicative raking model known as the ANES Weighting Algorithm.² The results of the weighting scheme for the probability sample are presented in the following table.

NRC aligns demographic labels with those used by the U.S. Census for reporting purposes, when possible. Some categories (e.g., age, race/Hispanic origin, housing type, and length of residency) are combined into smaller subgroups.

		Unweighted	Weighted	Target ⁴
Age	18-34	8%	27%	27%
	35-54	30%	39%	39%
	55+	62%	34%	34%
Hispanic origin	No, not of Hispanic, Latino/a/x, or Spanish origin	95%	93%	94%
	Yes, I consider myself to be of Hispanic, Latino/a/x, or Spanish origin	5%	7%	6%
Housing tenure	Own	91%	88%	88%
	Rent	9%	12%	12%
Housing type	Attached	19%	20%	19%
	Detached	81%	80%	81%
Race & Hispanic ori..	Not white alone	10%	21%	21%
	White alone, not Hispanic or Latino	90%	79%	79%
Sex	Man	44%	51%	51%
	Woman	56%	49%	49%
Sex/age	Man 18-34	4%	14%	14%
	Man 35-54	15%	20%	20%
	Man 55+	26%	17%	17%
	Woman 18-34	4%	13%	13%
	Woman 35-54	16%	19%	19%
	Woman 55+	35%	17%	17%

The survey datasets were analyzed using all or some of a combination of the Statistical Package for the Social Sciences (SPSS), R, Python, and Tableau. For the most part, the percentages presented in the reports represent the “percent positive.” The percent positive is the combination of the top two most positive response options (i.e., excellent/good, very safe/somewhat safe, essential/very important, etc.), or, in the case of resident behaviors/participation, the percent positive represents the proportion of respondents indicating “yes” or participating in an activity at least once a month.

On many of the questions in the survey, respondents may answer “don’t know.” The proportion of respondents giving this reply is shown in the full set of responses included in the “complete data” section. However, these responses have been removed from the analyses presented in the reports. In other words, the tables and graphs display the responses from respondents who had an opinion about a specific item.

Contact

The City of Cottage Grove funded this research. Please contact Phil Jents of the City of Cottage Grove at pjents@cottagegrovemn.gov if you have any questions about the survey.

Study Limitations

All public opinion research is subject to unmeasured error. While the methodologies employed for this survey were designed to minimize this error as much as possible, these other sources of potential error should be acknowledged, and can include non-response error, coverage error, recall bias and social desirability bias. Non-response error arises when those who were selected to participate in the survey did not do so, and may have different opinions or experiences than survey responders. For general resident surveys, where the results are meant to be generalized to the entire adult population living in households, the mailing lists based on the Delivery Sequence File from the United States Post Office may exclude certain types of housing units, such as those in multi-family buildings where mail is addressed to a named resident at the address rather than to a specific unit or where residents only receive their mail at a post office box and the geographic location of a residence cannot be determined, there may be a coverage error, although for most locations, this is minimal. Respondents may not perfectly remember their experiences in the past year (such as participation in social or civic events, for example), and for some survey items, they may answer in ways they think cast their responses in a more favorable light (recall bias and social desirability bias).

Survey Validity

See the Polco Knowledge Base article on survey validity at <https://blog.polco.us/polco-knowledgebase/margin-of-error-and-confidence-level-in-survey-results>

1. See AAPOR's Standard Definitions for more information at <https://aapor.org/standards-and-ethics/standard-definitions/>
2. Pasek, J. (2014). ANES Weighting Algorithm. Retrieved from <https://surveyinsights.org/wp-content/uploads/2014/07/Full-anesrake-paper.pdf>
3. Targets come from the 2020 Census and 2023 American Community Survey

Key Findings

Highest-performing areas:

- Residents shared very high levels of safety in Cottage Grove, with over 9 in 10 residents reporting feeling safe in their neighborhood and Cottage Grove's commercial areas during the day, as well as from violent crime. High ratings were also provided for both Police services and crime prevention, both of which ranked higher than the national benchmark average. Along with these high ratings, residents also rated safety as the most important area of focus in the coming two years, marking the facet of safety as both a priority and an asset for Cottage Grove.
- Many ratings related to mobility and mobility-related services were identified as unique strengths for Cottage Grove. Higher-than-average ratings were given for:
 - Ease of travel by car (87% positive)
 - Availability of paths and walking trails (86%)
 - Ease of public parking (82%)
 - Street cleaning (79%)
 - Snow removal (77%)
 - Sidewalk maintenance (75%)
 - Ease of walking (73%)
 - Traffic flow on major streets (73%)
 - Ease of travel by bicycle (71%)
 - Street repair (61%)
- In contrast to national sentiments, ratings for both the variety of housing options and the availability of affordable quality housing both ranked higher than the national benchmark.

Potential Areas of Focus:

- Ratings for overall opportunities for education, culture, and the arts, as well as community support for the arts and opportunities to attend cultural/arts/music activities each ranked lower than the benchmark, although residents also shared relatively lower levels of importance for focus in these areas.
- Focus on the economy was rated as essential or very important by 86% of residents, while 59% of residents offered excellent or good ratings for the overall economic health of Cottage Grove. Highlighting particular areas of concern, lower-than-average ratings were given for Cottage Grove as a place to work, Cottage Grove as a place to visit, and the variety of business and service establishments.
- Residents placed a high importance on focusing on the overall quality of the utility infrastructure in the coming two years, and pointed towards drinking water as an area of potential improvement, for which about half of residents offered positive ratings.

Other notable results:

- When asked how they felt regarding taxes and services in Cottage Grove, 34% of residents were satisfied with the current level of taxes and services, 32% felt that they pay too much for the services they received, 15% were willing to accept service reductions if it means lower taxes, and 11% were willing to pay more taxes to get more services.
- An additional custom question developed by the City of Cottage Grove sought insight into longer-term focus for the City. Among the options provided, residents placed the largest priorities on focusing on the following in the coming five years:
 - Utilities (97% high or medium priority)
 - Fire & EMS (93%)
 - Transportation (91%)
 - Police (91%)
 - Economic Prosperity (88%)

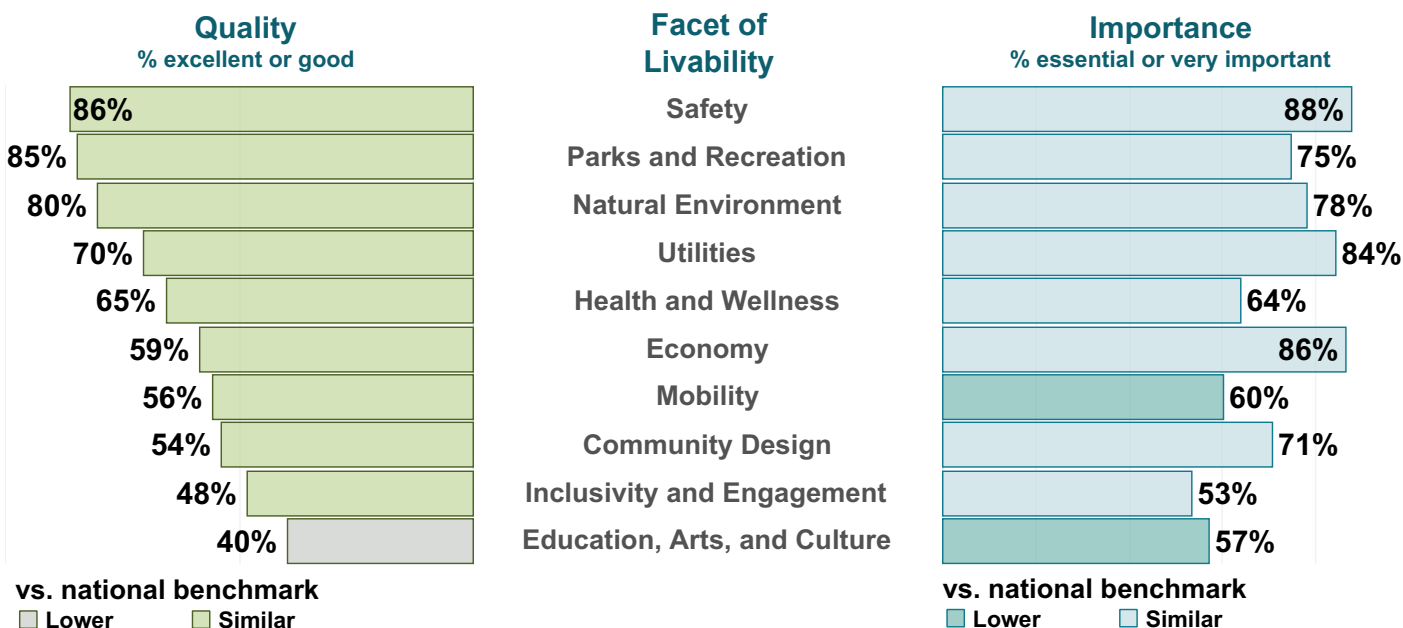
Facets of Livability



Every jurisdiction must balance limited resources while meeting resident needs and striving to optimize community livability. To this end, it is helpful to know what aspects of the community are most important to residents and which they perceive as being of higher or lower quality. It is especially helpful to know when a facet of livability is considered of high importance but rated as lower quality, as this should be a top priority to address.

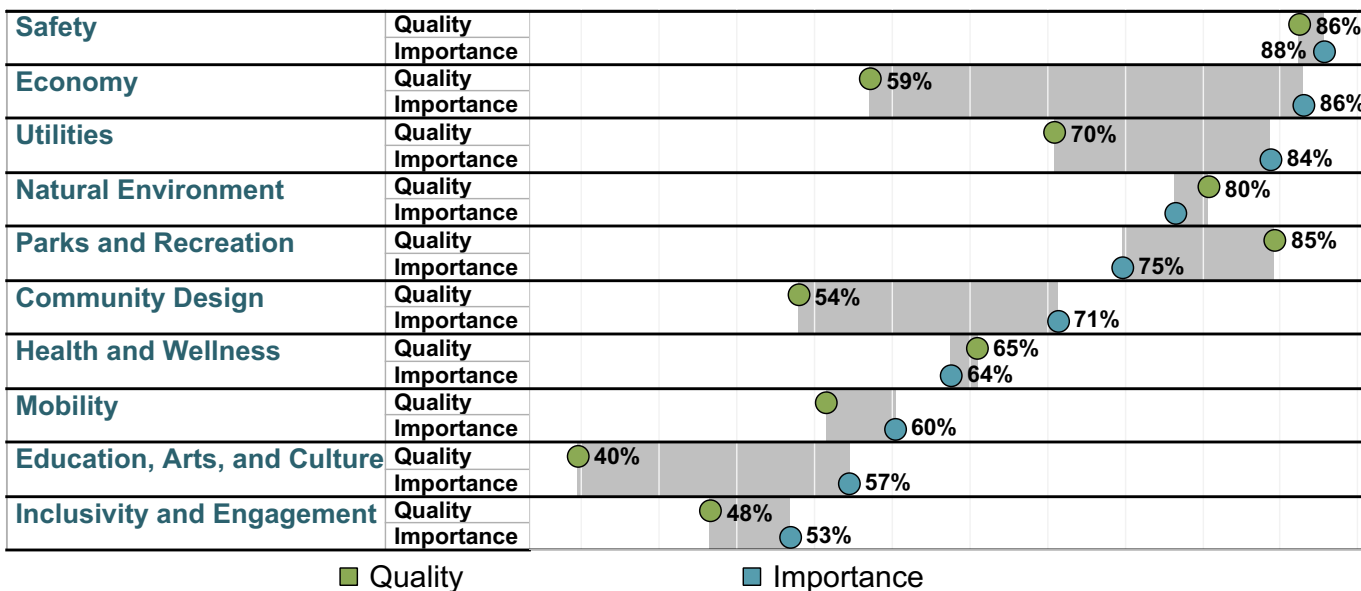
Quality and Importance by the Numbers

The table below shows the proportion of residents who rated the community facets positively for quality and the priority (importance) placed on each. Also displayed is whether local quality ratings were lower, similar, or higher than communities across the country (the national benchmark).



Quality/Importance Gap Analysis

The gap analysis chart below shows the same data as above; however, this chart more clearly illustrates the comparative differences in quality and importance ratings for each facet, as well as the absolute ratings for each.

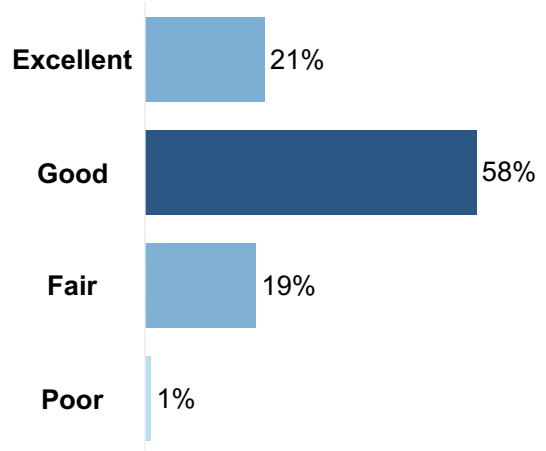




Quality of Life

Measuring community livability starts with assessing the quality of life of those who live there, and ensuring that the community is attractive, accessible, and welcoming to all.

The overall quality of life in Cottage Grove, 2025



Please rate each of the following aspects of quality of life in Cottage Grove.
(% excellent or good)

vs.
benchmark⁷

Cottage Grove as a place to live	87%	Similar
The overall quality of life in Cottage Grove	80%	Similar

Please indicate how likely or unlikely you are to do each of the following.
(% very or somewhat likely)

Recommend living in Cottage Grove to someone who asks	86%	Similar
Remain in Cottage Grove for the next five years	85%	Similar

Please rate each of the following in the Cottage Grove community.
(% excellent or good)

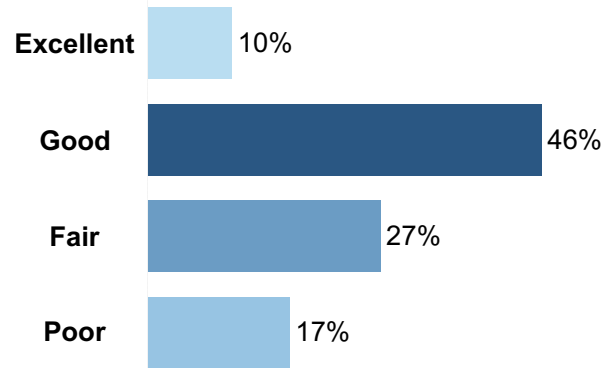
Overall image or reputation of Cottage Grove	62%	Similar
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7. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Governance

Strong local governments produce results that meet the needs of residents while making the best use of available resources, and are responsive to the present and future needs of the community as a whole.

Overall confidence in Cottage Grove government, 2025



Please rate the quality of each of the following services in Cottage Grove.
(% excellent or good)

vs.
benchmark^a

Overall customer service by Cottage Grove employees (police, receptionists, planners, etc.)	89%	Similar
Public information services	73%	Similar

Please rate the following categories of Cottage Grove government performance.
(% excellent or good)

Treating residents with respect	75%	Similar
Treating all residents fairly	68%	Similar
Being honest	64%	Similar
Informing residents about issues facing the community	62%	Similar
Being open and transparent to the public	60%	Similar
Generally acting in the best interest of the community	59%	Similar
Overall confidence in Cottage Grove government	56%	Similar
The value of services for the taxes paid to Cottage Grove	54%	Similar
The overall direction that Cottage Grove is taking	53%	Similar
The job Cottage Grove government does at welcoming resident involvement	52%	Similar

Overall, how would you rate the quality of the services provided by each of the following?
(% excellent or good)

The City of Cottage Grove

78%

Similar

Please indicate whether or not you have done each of the following in the last 12 months.
(% excellent or good)

Contacted the City of Cottage Grove (in-person, phone, email, or web) for help or information

54%

Similar

Watched (online or on television) a local public meeting

28%

Similar

Contacted Cottage Grove elected officials (in-person, phone, email, or web) to express your opinion

13%

Similar

Attended a local public meeting (of local elected officials like City Council or County Commissioners, advisory boards, town halls, etc.)

11%

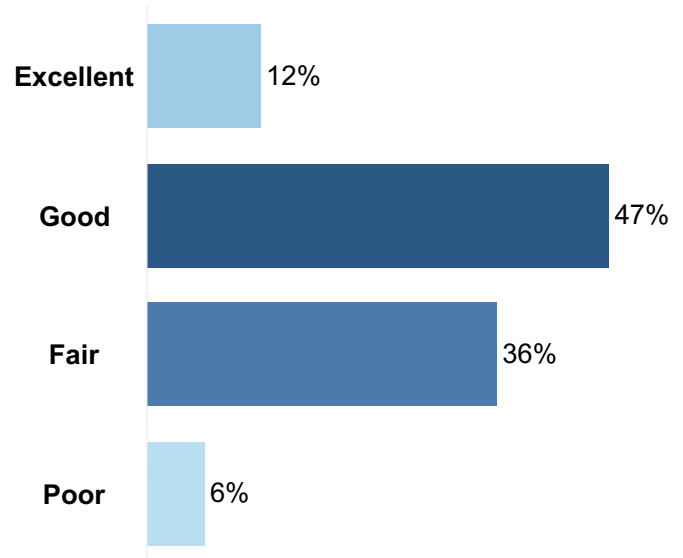
Similar

8. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Economy

Local governments work together with private and nonprofit businesses, and with the community at large, to foster sustainable growth, create jobs, and promote a thriving local economy.

Overall economic health of Cottage Grove, 2025



Please rate each of the following aspects of quality of life in Cottage Grove.
(% excellent or good)

		vs. benchmark ^a
Cottage Grove as a place to work	49%	Lower
Cottage Grove as a place to visit	35%	Much lower

Please rate each of the following characteristics as they relate to Cottage Grove as a whole.
(% excellent or good)

Overall economic health of Cottage Grove	59%	Similar
--	-----	---------

Please rate each of the following in the Cottage Grove community.
(% excellent or good)

Overall quality of business and service establishments in Cottage Grove	58%	Similar
Cost of living in Cottage Grove	47%	Similar
Vibrancy of commercial areas	44%	Similar
Shopping opportunities	37%	Similar
Variety of business and service establishments in Cottage Grove	36%	Lower
Employment opportunities	29%	Similar

Please rate the quality of each of the following services in Cottage Grove.
(% excellent or good)

Economic development

56%

Similar

What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:
(% very or somewhat positive)

What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:

18%

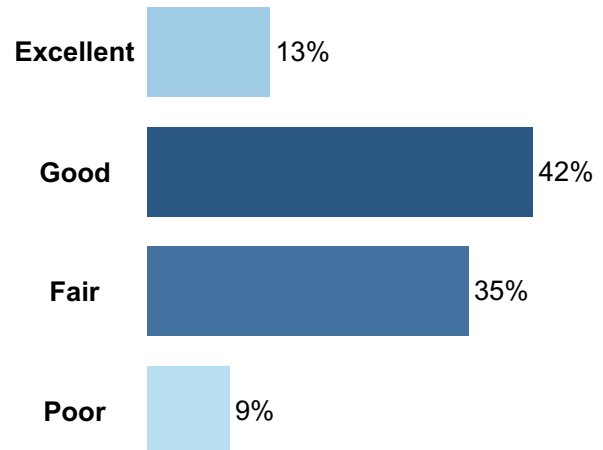
Similar

9. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Overall quality of the transportation system in Cottage Grove, 2025

Mobility

The ease with which residents can move about their communities, whether for commuting, leisure, or recreation, plays a major role in the quality of life for all who live, work, and play in the community.



Please rate each of the following characteristics as they relate to Cottage Grove as a whole.
(% excellent or good)

		vs. benchmark ¹⁰
Overall quality of the transportation system (auto, bicycle, foot, bus) in Cottage Grove	56%	Similar

Please also rate each of the following in the Cottage Grove community.
(% excellent or good)

Ease of travel by car in Cottage Grove	87%	Higher
Ease of public parking	82%	Higher
Ease of walking in Cottage Grove	73%	Higher
Traffic flow on major streets	73%	Higher
Ease of travel by bicycle in Cottage Grove	71%	Higher
Ease of travel by public transportation in Cottage Grove	24%	Similar

Please indicate whether or not you have done each of the following in the last 12 months.
(% yes)

Walked or biked instead of driving	56%	Similar
Carpooled with other adults or children instead of driving alone	47%	Similar
Used bus or other public transportation instead of driving	9%	Lower

Please rate the quality of each of the following services in Cottage Grove.
 (% excellent or good)

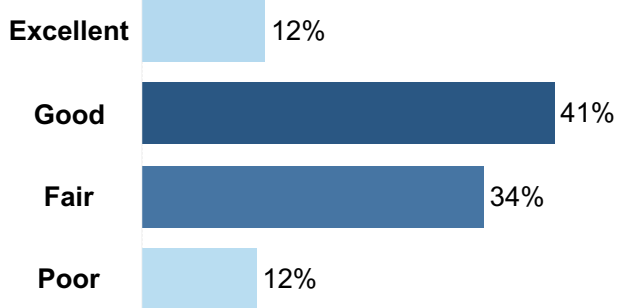
Street cleaning	79%	Higher
Snow removal	77%	Higher
Sidewalk maintenance	75%	Higher
Street lighting	69%	Similar
Traffic enforcement	67%	Similar
Street repair	61%	Higher
Traffic signal timing	59%	Similar
Bus or transit services	38%	Similar

10. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Community Design

A well-designed community enhances the quality of life for its residents by encouraging smart land use and zoning, ensuring that affordable housing is accessible to all, and providing access to parks and other green spaces.

Overall design or layout of Cottage Grove's residential and commercial areas, 2025



Please rate each of the following aspects of quality of life in Cottage Grove.
(% excellent or good)

vs.
benchmark¹¹

Your neighborhood as a place to live

89%

Similar

Please rate each of the following characteristics as they relate to Cottage Grove as a whole.
(% excellent or good)

Overall design or layout of Cottage Grove's residential and commercial areas (e.g., homes, buildings, streets..

54%

Similar

Please also rate each of the following in the Cottage Grove community.
(% excellent or good)

Overall appearance of Cottage Grove

71%

Similar

Variety of housing options

63%

Higher

Overall quality of new development in Cottage Grove

58%

Similar

Well-planned residential growth

57%

Similar

Well-designed neighborhoods

56%

Similar

Public places where people want to spend time

53%

Similar

Well-planned commercial growth

41%

Similar

Preservation of the historical or cultural character of the community

41%

Lower

Availability of affordable quality housing

39%

Higher

Please rate the quality of each of the following services in Cottage Grove.
(% excellent or good)

Code enforcement (weeds, abandoned buildings, etc.)

53%

Similar

Land use, planning, and zoning

46%

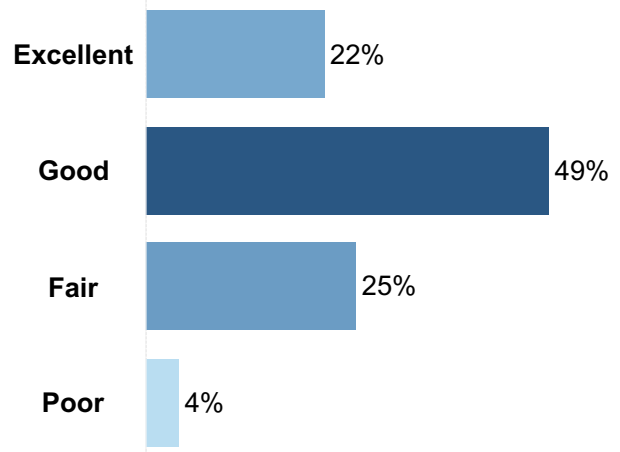
Similar

11. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Utilities

Services such as water, gas, electricity, and internet access play a vital role in ensuring the physical and economic health and well-being of the communities they serve.

Overall quality of the utility infrastructure in Cottage Grove, 2025



Please rate the quality of each of the following services in Cottage Grove.
(% excellent or good)

		vs. benchmark ¹²
Garbage collection	88%	Similar
Sewer services	80%	Similar
Storm water management (storm drainage, etc.)	79%	Similar
Power (electric and/or gas) utility	77%	Similar
Utility billing	69%	Similar
Affordable high-speed internet access	58%	Similar
Drinking water	48%	Lower

Please rate each of the following characteristics as they relate to Cottage Grove as a whole.
(% excellent or good)

Overall quality of the utility infrastructure in Cottage Grove (water, sewer, storm water, etc.)	70%	Similar
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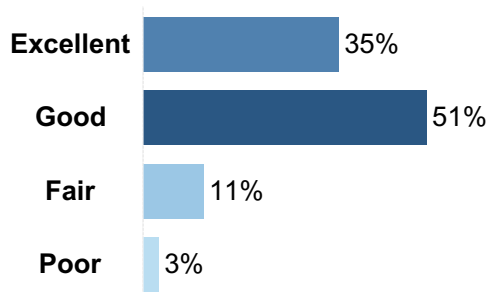
12. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.



Safety

Public safety is often the most important task facing local governments. All residents should feel safe and secure in their neighborhoods and in the greater community, and providing robust safety-related services is essential to residents' quality of life.

Overall feeling of safety in Cottage Grove, 2025



Please rate each of the following characteristics as they relate to Cottage Grove as a whole.

(% excellent or good)

vs.
benchmark¹³

Overall feeling of safety in Cottage Grove	86%	Similar
--	-----	---------

Please rate how safe or unsafe you feel:

(% very or somewhat safe)

In your neighborhood during the day	95%	Similar
From violent crime	92%	Similar
In Cottage Grove's commercial areas during the day	91%	Similar
From fire, flood, or other natural disaster	89%	Similar
From property crime	85%	Similar

Please rate the quality of each of the following services in Cottage Grove.

(% excellent or good)

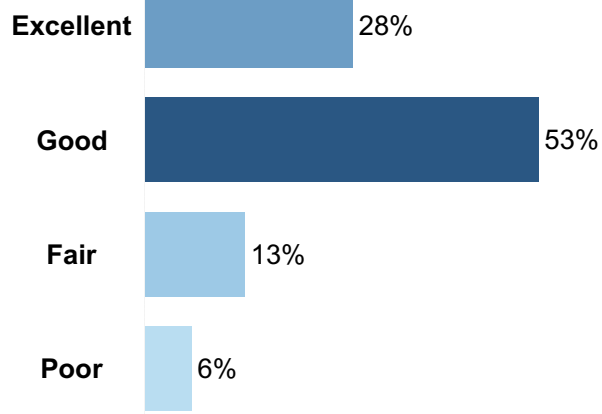
Fire services	91%	Similar
Police services	89%	Higher
Ambulance or emergency medical services	87%	Similar
Crime prevention	86%	Higher
Fire prevention and education	84%	Similar
Animal control	80%	Similar
Emergency preparedness (services that prepare the community for natural disasters or other emergency situations)	68%	Similar

13. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Natural Environment

The natural environment plays a vital role in the health and well-being of residents. The natural spaces in which residents live and experience their communities has a direct and profound effect on quality of life.

Overall quality of natural environment in Cottage Grove, 2025



Please rate each of the following characteristics as they relate to Cottage Grove as a whole. **(% excellent or good)** vs. benchmark¹⁴

Overall quality of natural environment in Cottage Grove	80%	Similar
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Please also rate each of the following in the Cottage Grove community. **(% excellent or good)**

Cleanliness of Cottage Grove	83%	Similar
Air quality	80%	Similar
Water resources (lakes, ponds, riverways, etc.)	65%	Similar

Please rate the quality of each of the following services in Cottage Grove. **(% excellent or good)**

Recycling	83%	Higher
Yard waste pick-up	69%	Similar
Cottage Grove open space	63%	Similar
Preservation of natural areas (open space, farmlands, and greenbelts)	62%	Similar

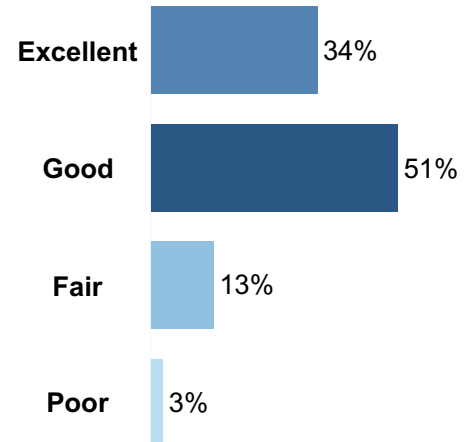
¹⁴. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Overall quality of the parks and recreation opportunities, 2025

Parks and Recreation

"There are no communities that pride themselves on their quality of life, promote themselves as a desirable location for businesses to relocate, or maintain that they are environmental stewards of their natural resources, without such communities having a robust, active system of parks and recreation programs for public use and enjoyment."

- National Recreation and Park Association



Please rate each of the following characteristics as they relate to Cottage Grove as a whole.

(% excellent or good)

vs.
benchmark¹⁵

Overall quality of parks and recreation opportunities	85%	Similar
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Please also rate each of the following in the Cottage Grove community.

(% excellent or good)

Availability of paths and walking trails	86%	Higher
Fitness opportunities (including exercise classes and paths or trails, etc.)	72%	Similar
Recreational opportunities	62%	Similar

Please rate the quality of each of the following services in Cottage Grove.

(% excellent or good)

City parks	88%	Similar
Recreation programs or classes	69%	Similar
Recreation centers or facilities	57%	Similar

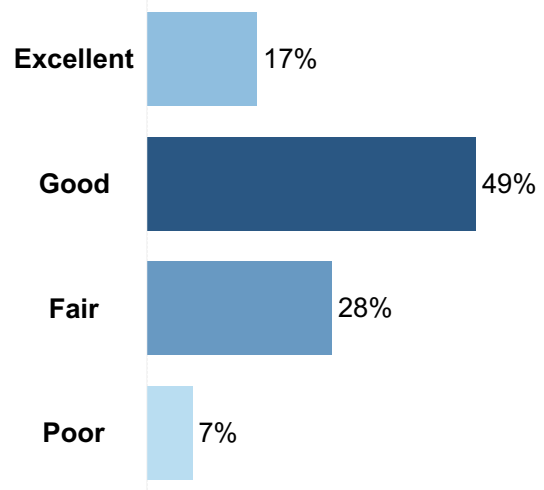
15. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.



Health and Wellness

The characteristics of and amenities available in the communities in which people live has a direct impact on the health and wellness of residents, and thus, on their quality of life overall.

Overall health and wellness opportunities in Cottage Grove, 2025



Please rate each of the following characteristics as they relate to Cottage Grove as a whole.
(% excellent or good)

vs.
benchmark¹⁶

Overall health and wellness opportunities in Cottage Grove

65%

Similar

Please also rate each of the following in the Cottage Grove community.
(% excellent or good)

Availability of affordable quality food

61%

Similar

Availability of preventive health services

59%

Similar

Availability of affordable quality health care

54%

Similar

Availability of affordable quality mental health care

35%

Similar

Please rate the quality of each of the following services in Cottage Grove.
(% excellent or good)

Health services

63%

Similar

Please rate your overall health.
(% excellent or very good)

Please rate your overall health.

75%

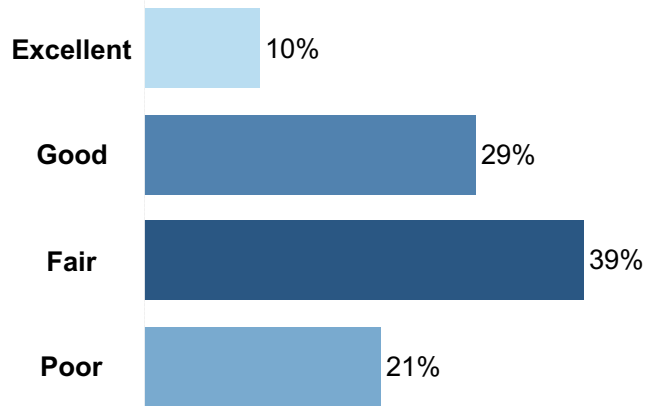
Similar

¹⁶. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Education, Arts, and Culture

Participation in the arts, in educational opportunities, and in cultural activities is linked to increased civic engagement, greater social tolerance, and enhanced enjoyment of the local community.

Overall opportunities for education, culture and the arts, 2025



Please rate each of the following characteristics as they relate to Cottage Grove as a whole. **vs. benchmark¹⁷**
(% excellent or good)

Overall opportunities for education, culture, and the arts	40%	Lower
--	-----	-------

Please also rate each of the following in the Cottage Grove community.
(% excellent or good)

K-12 education	64%	Similar
Opportunities to attend special events and festivals	53%	Similar
Adult educational opportunities	48%	Similar
Availability of affordable quality childcare/preschool	39%	Similar
Community support for the arts	33%	Lower
Opportunities to attend cultural/arts/music activities	23%	Much lower

Please rate the quality of each of the following services in Cottage Grove.
(% excellent or good)

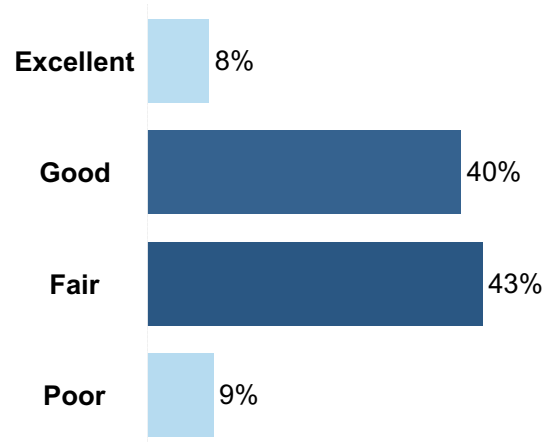
Public library services	79%	Similar
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¹⁷. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Residents' connection and engagement with their community, 2025

Inclusivity and Engagement

Inclusivity refers to a cultural and environmental feeling of belonging; residents who feel invited to participate within their communities feel more included, involved, and engaged than those who do not.



Please rate each of the following aspects of quality of life in Cottage Grove.
(% excellent or good)

vs.
benchmark¹⁸

Cottage Grove as a place to raise children	86%	Similar
Cottage Grove as a place to retire	60%	Similar
Sense of community	57%	Similar

Please rate each of the following characteristics as they relate to Cottage Grove as a whole.
(% excellent or good)

Residents' connection and engagement with their community	48%	Similar
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Please rate the job you feel the Cottage Grove community does at each of the following.
(% excellent or good)

Making all residents feel welcome	72%	Similar
Valuing/respecting residents from diverse backgrounds	71%	Similar
Attracting people from diverse backgrounds	70%	Similar
Taking care of vulnerable residents (elderly, disabled, homeless, etc.)	68%	Similar

Please also rate each of the following in the Cottage Grove community.
(% excellent or good)

Neighborliness of residents in Cottage Grove	64%	Similar
Openness and acceptance of the community toward people of diverse backgrounds	60%	Similar

Opportunities to participate in community matters	57%	Similar
Opportunities to volunteer	56%	Similar
Sense of civic/community pride	53%	Similar
Opportunities to participate in social events and activities	50%	Similar

Please indicate whether or not you have done each of the following in the last 12 months.
 (% excellent or good)

Volunteered your time to some group/activity in Cottage Grove	23%	Similar
Campaigned or advocated for a local issue, cause, or candidate	12%	Similar

18. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Custom Questions



Below are the complete set of responses to each custom question on the survey. By default, “don’t know” responses are excluded, but may be added to the table using the response filter below.

Custom	Please select the statement that best describes your opinion as it relates to taxes and services in Cottage Grove.	I am satisfied with the current level of taxes and ..		34%
		I am willing to pay more taxes to get more services.		11%
		I feel that I pay too much for the services I receive.		32%
		I am willing to accept service reductions if it me..		15%
		My opinion is different from the ones listed above.		3%
		I don't have an opinion / no preference.		5%
Please rate how much of a priority, if at all, the City of Cottage Grove should place on each of the following aspects of the community in the coming five years.	Transportation (e.g. safe/well maintained roads, sidewalks, bridges)	High priority		48%
		Medium priority		43%
		Low priority		8%
		Not a priority		2%
	Utilities (e.g. safe/reliable drinking water, sanitary sewer)	High priority		80%
		Medium priority		17%
		Low priority		3%
		Not a priority		0%
	Police (e.g. criminal law enforcement, community safety)	High priority		66%
		Medium priority		25%
		Low priority		8%
		Not a priority		1%
	Parks (e.g. well-maintained parks/landscape areas, sports facilities)	High priority		33%
		Medium priority		51%
		Low priority		14%
		Not a priority		2%

Custom	Please rate how much of a priority, if at all, the City of Cottage Grove should place on each of the following aspects of the community in the coming five years.	Open Space & Trails (e.g. preserving native plants, wildlife and scenic vistas)	High priority		37%
			Medium priority		42%
			Low priority		18%
			Not a priority		3%
		Recreation (e.g. high quality, reasonably priced recreation/leisure activities)	High priority		27%
			Medium priority		43%
			Low priority		26%
			Not a priority		4%
		Fire & EMS (e.g. response times, community risk reduction)	High priority		68%
			Medium priority		25%
			Low priority		7%
			Not a priority		0%
		Affordable Housing (e.g. senior, income restricted)	High priority		29%
			Medium priority		32%
			Low priority		26%
			Not a priority		13%
		Economic Prosperity (e.g. promoting a thriving business, retail, and restaurant climate)	High priority		53%
			Medium priority		35%
			Low priority		10%
			Not a priority		2%
		Administration & Support Services (e.g. effective and efficient governance)	High priority		28%
			Medium priority		44%
			Low priority		25%
			Not a priority		3%
		Environmental Sustainability (e.g. promoting efficiency, reducing environmental impacts, and improving stormwater systems)	High priority		32%

Custom	Please rate how much of a priority, if at all, the City of Cottage Grove should place on each of the following aspects of the community in the coming five years.	Environmental Sustainability (e.g. promoting efficiency, reducing environmental impacts, and improving stormwater systems)	Medium priority		52%
			Low priority		13%
			Not a priority		3%
		What is your race? (Mark one or more races to indicate what race you consider yourself to be.)	American Indian or Alaska Native		2%
			Asian		5%
			Black or African American		4%
			White		80%
			A race not listed		9%

The City of Cottage Grove 2025 Community Survey

Please complete this survey if you are the adult (age 18 or older) in the household who most recently had a birthday (the year of birth does not matter). Your responses are confidential and no identifying information will be shared.

1. Please rate each of the following aspects of quality of life in Cottage Grove.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Cottage Grove as a place to live	1	2	3	4	5
Your neighborhood as a place to live	1	2	3	4	5
Cottage Grove as a place to raise children	1	2	3	4	5
Cottage Grove as a place to work.....	1	2	3	4	5
Cottage Grove as a place to visit.....	1	2	3	4	5
Cottage Grove as a place to retire	1	2	3	4	5
The overall quality of life in Cottage Grove	1	2	3	4	5
Sense of community.....	1	2	3	4	5

2. Please rate each of the following characteristics as they relate to Cottage Grove as a whole.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Overall economic health of Cottage Grove.....	1	2	3	4	5
Overall quality of the transportation system (auto, bicycle, foot, bus) in Cottage Grove.....	1	2	3	4	5
Overall design or layout of Cottage Grove's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	1	2	3	4	5
Overall quality of the utility infrastructure in Cottage Grove..... (water, sewer, storm water, etc.).....	1	2	3	4	5
Overall feeling of safety in Cottage Grove	1	2	3	4	5
Overall quality of natural environment in Cottage Grove	1	2	3	4	5
Overall quality of parks and recreation opportunities.....	1	2	3	4	5
Overall health and wellness opportunities in Cottage Grove	1	2	3	4	5
Overall opportunities for education, culture, and the arts.....	1	2	3	4	5
Residents' connection and engagement with their community	1	2	3	4	5

3. Please indicate how likely or unlikely you are to do each of the following.

	<u>Very likely</u>	<u>Somewhat likely</u>	<u>Somewhat unlikely</u>	<u>Very unlikely</u>	<u>Don't know</u>
Recommend living in Cottage Grove to someone who asks	1	2	3	4	5
Remain in Cottage Grove for the next five years	1	2	3	4	5

4. Please rate how safe or unsafe you feel:

	<u>Very safe</u>	<u>Somewhat safe</u>	<u>Neither safe nor unsafe</u>	<u>Somewhat unsafe</u>	<u>Very unsafe</u>	<u>Don't know</u>
In your neighborhood during the day.....	1	2	3	4	5	6
In Cottage Grove's commercial areas during the day.....	1	2	3	4	5	6
From property crime.....	1	2	3	4	5	6
From violent crime.....	1	2	3	4	5	6
From fire, flood, or other natural disaster	1	2	3	4	5	6

5. Please rate the job you feel the Cottage Grove community does at each of the following.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Making all residents feel welcome	1	2	3	4	5
Attracting people from diverse backgrounds.....	1	2	3	4	5
Valuing/respecting residents from diverse backgrounds.....	1	2	3	4	5
Taking care of vulnerable residents (elderly, disabled, homeless, etc.).....	1	2	3	4	5

6. Please rate each of the following in the Cottage Grove community.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Overall quality of business and service establishments in Cottage Grove	1	2	3	4	5
Variety of business and service establishments in Cottage Grove	1	2	3	4	5
Vibrancy of commercial areas	1	2	3	4	5
Employment opportunities	1	2	3	4	5
Shopping opportunities	1	2	3	4	5
Cost of living in Cottage Grove	1	2	3	4	5
Overall image or reputation of Cottage Grove.....	1	2	3	4	5

7. Please also rate each of the following in the Cottage Grove community.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Traffic flow on major streets.....	1	2	3	4	5
Ease of public parking.....	1	2	3	4	5
Ease of travel by car in Cottage Grove	1	2	3	4	5
Ease of travel by public transportation in Cottage Grove	1	2	3	4	5
Ease of travel by bicycle in Cottage Grove	1	2	3	4	5
Ease of walking in Cottage Grove.....	1	2	3	4	5
Well-planned residential growth.....	1	2	3	4	5
Well-planned commercial growth.....	1	2	3	4	5
Well-designed neighborhoods.....	1	2	3	4	5
Preservation of the historical or cultural character of the community	1	2	3	4	5
Public places where people want to spend time	1	2	3	4	5
Variety of housing options.....	1	2	3	4	5
Availability of affordable quality housing.....	1	2	3	4	5
Overall quality of new development in Cottage Grove	1	2	3	4	5
Overall appearance of Cottage Grove.....	1	2	3	4	5
Cleanliness of Cottage Grove.....	1	2	3	4	5
Water resources (lakes, ponds, riverways, etc.)	1	2	3	4	5
Air quality.....	1	2	3	4	5
Availability of paths and walking trails.....	1	2	3	4	5
Fitness opportunities (including exercise classes and paths or trails, etc.) ...	1	2	3	4	5
Recreational opportunities.....	1	2	3	4	5
Availability of affordable quality food	1	2	3	4	5
Availability of affordable quality health care.....	1	2	3	4	5
Availability of preventive health services.....	1	2	3	4	5
Availability of affordable quality mental health care	1	2	3	4	5
Opportunities to attend cultural/arts/music activities	1	2	3	4	5
Community support for the arts.....	1	2	3	4	5
Availability of affordable quality childcare/preschool.....	1	2	3	4	5
K-12 education.....	1	2	3	4	5
Adult educational opportunities	1	2	3	4	5
Sense of civic/community pride.....	1	2	3	4	5
Neighborliness of residents in Cottage Grove	1	2	3	4	5
Opportunities to participate in social events and activities	1	2	3	4	5
Opportunities to attend special events and festivals	1	2	3	4	5
Opportunities to volunteer	1	2	3	4	5
Opportunities to participate in community matters	1	2	3	4	5
Openness and acceptance of the community toward people of diverse backgrounds.....	1	2	3	4	5

8. Please indicate whether or not you have done each of the following in the last 12 months.

	<u>No</u>	<u>Yes</u>
Contacted the City of Cottage Grove (in-person, phone, email, or web) for help or information	1	2
Contacted Cottage Grove elected officials (in-person, phone, email, or web) to express your opinion.....	1	2
Attended a local public meeting (of local elected officials like City Council or County Commissioners, advisory boards, town halls, etc.)	1	2
Watched (online or on television) a local public meeting.....	1	2
Volunteered your time to some group/activity in Cottage Grove	1	2
Campaigned or advocated for a local issue, cause, or candidate.....	1	2
Voted in your most recent local election	1	2
Used bus or other public transportation instead of driving.....	1	2
Carpooled with other adults or children instead of driving alone	1	2
Walked or biked instead of driving.....	1	2

The City of Cottage Grove 2025 Community Survey

9. Please rate the quality of each of the following services in Cottage Grove.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Public information services.....	1	2	3	4	5
Economic development.....	1	2	3	4	5
Traffic enforcement.....	1	2	3	4	5
Traffic signal timing.....	1	2	3	4	5
Street repair.....	1	2	3	4	5
Street cleaning.....	1	2	3	4	5
Street lighting.....	1	2	3	4	5
Snow removal.....	1	2	3	4	5
Sidewalk maintenance.....	1	2	3	4	5
Bus or transit services.....	1	2	3	4	5
Land use, planning, and zoning.....	1	2	3	4	5
Code enforcement (weeds, abandoned buildings, etc.)	1	2	3	4	5
Affordable high-speed internet access	1	2	3	4	5
Garbage collection	1	2	3	4	5
Drinking water.....	1	2	3	4	5
Sewer services.....	1	2	3	4	5
Storm water management (storm drainage, etc.)	1	2	3	4	5
Power (electric and/or gas) utility.....	1	2	3	4	5
Utility billing	1	2	3	4	5
Police services.....	1	2	3	4	5
Crime prevention.....	1	2	3	4	5
Animal control.....	1	2	3	4	5
Ambulance or emergency medical services	1	2	3	4	5
Fire services.....	1	2	3	4	5
Fire prevention and education.....	1	2	3	4	5
Emergency preparedness (services that prepare the community for natural disasters or other emergency situations)	1	2	3	4	5
Preservation of natural areas (open space, farmlands, and greenbelts)	1	2	3	4	5
Cottage Grove open space	1	2	3	4	5
Recycling.....	1	2	3	4	5
Yard waste pick-up.....	1	2	3	4	5
City parks.....	1	2	3	4	5
Recreation programs or classes	1	2	3	4	5
Recreation centers or facilities	1	2	3	4	5
Health services.....	1	2	3	4	5
Public library services	1	2	3	4	5
Overall customer service by Cottage Grove employees (police, receptionists, planners, etc.)	1	2	3	4	5

10. Please rate the following categories of Cottage Grove government performance.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
The value of services for the taxes paid to Cottage Grove.....	1	2	3	4	5
The overall direction that Cottage Grove is taking.....	1	2	3	4	5
The job Cottage Grove government does at welcoming resident involvement..	1	2	3	4	5
Overall confidence in Cottage Grove government.....	1	2	3	4	5
Generally acting in the best interest of the community	1	2	3	4	5
Being honest.....	1	2	3	4	5
Being open and transparent to the public.....	1	2	3	4	5
Informing residents about issues facing the community	1	2	3	4	5
Treating all residents fairly	1	2	3	4	5
Treating residents with respect	1	2	3	4	5

11. Overall, how would you rate the quality of the services provided by each of the following?

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
The City of Cottage Grove.....	1	2	3	4	5

12. Please rate how important, if at all, you think it is for the Cottage Grove community to focus on each of the following in the coming two years.

	<u>Essential</u>	<u>Very important</u>	<u>Somewhat important</u>	<u>Not at all important</u>
Overall economic health of Cottage Grove.....	1	2	3	4
Overall quality of the transportation system (auto, bicycle, foot, bus) in Cottage Grove.....	1	2	3	4
Overall design or layout of Cottage Grove's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	1	2	3	4
Overall quality of the utility infrastructure in Cottage Grove (water, sewer, storm water, electric/gas, broadband)	1	2	3	4
Overall feeling of safety in Cottage Grove	1	2	3	4
Overall quality of natural environment in Cottage Grove	1	2	3	4
Overall quality of parks and recreation opportunities.....	1	2	3	4
Overall health and wellness opportunities in Cottage Grove	1	2	3	4
Overall opportunities for education, culture, and the arts.....	1	2	3	4
Residents' connection and engagement with their community	1	2	3	4

13. Please select the statement that best describes your opinion as it relates to taxes and services in Cottage Grove.

- ☐ I am satisfied with the current level of taxes and services.
- ☐ I am willing to pay more taxes to get more services.
- ☐ I feel that I pay too much for the services I receive.
- ☐ I am willing to accept service reductions if it means lower taxes.
- ☐ My opinion is different from the ones listed above.
- ☐ I don't have an opinion / no preference.

14. Please rate how much of a priority, if at all, the City of Cottage Grove should place on each of the following aspects of the community in the coming five years.

	<u>High priority</u>	<u>Medium priority</u>	<u>Low priority</u>	<u>Not a priority</u>	<u>Don't know</u>
Transportation (e.g. safe/well maintained roads, sidewalks, bridges).....	1	2	3	4	5
Utilities (e.g. safe/reliable drinking water, sanitary sewer)	1	2	3	4	5
Police (e.g. criminal law enforcement, community safety).....	1	2	3	4	5
Parks (e.g. well-maintained parks/landscape areas, sports facilities).....	1	2	3	4	5
Open Space & Trails (e.g. preserving native plants, wildlife and scenic vistas).....	1	2	3	4	5
Recreation (e.g. high quality, reasonably priced recreation/leisure activities)	1	2	3	4	5
Fire & EMS (e.g. response times, community risk reduction)	1	2	3	4	5
Affordable Housing (e.g. senior, income restricted).....	1	2	3	4	5
Economic Prosperity (e.g. promoting a thriving business, retail, and restaurant climate).....	1	2	3	4	5
Administration & Support Services (e.g. effective and efficient governance)	1	2	3	4	5
Environmental Sustainability (e.g. promoting efficiency, reducing environmental impacts, and improving stormwater systems)	1	2	3	4	5

15. Is there anything you would like to see improved or added to our community?

16. Please tell us which communications platforms you prefer to receive updates and information from the City. (e.g. City website, Cottage Grove Connect emails, Cottage Grove Reports newsletters, social media, community meetings or events, etc.)

The City of Cottage Grove 2025 Community Survey

Our last questions are about you and your household.

Again, all of your responses to this survey are confidential and no identifying information will be shared.

D1. In general, how many times do you:

	Several times a day	Once a day	A few times a week	Every few weeks	Less often or never	Don't know
Access the internet from your home using a computer, laptop, or tablet computer	1	2	3	4	5	6
Access the internet from your cell phone.....	1	2	3	4	5	6
Visit social media sites such as Facebook, X (formerly Twitter), etc.	1	2	3	4	5	6
Use or check email.....	1	2	3	4	5	6
Share your opinions online.....	1	2	3	4	5	6
Shop online	1	2	3	4	5	6

D2. Please rate your overall health.

☐ Excellent ☐ Very good ☐ Good ☐ Fair ☐ Poor

D3. What impact, if any, do you think the economy will have on your family income in the next 6 months?

Do you think the impact will be:

☐ Very positive ☐ Somewhat positive ☐ Neutral ☐ Somewhat negative ☐ Very negative

D4. How many years have you lived in Cottage Grove?

☐ Less than 2 years
☐ 2-5 years
☐ 6-10 years
☐ 11-20 years
☐ More than 20 years

D5. Which best describes the building you live in?

☐ Single-family detached home
☐ Townhouse or duplex (may share walls but no units above or below you)
☐ Condominium or apartment (have units above or below you)
☐ Mobile home
☐ Other

D6. Do you rent or own your home?

☐ Rent
☐ Own

D7. About how much is your monthly housing cost for the place you live (including rent, mortgage payment, property tax, property insurance, and homeowners' association (HOA) fees)?

☐ Less than \$300 ☐ \$2,500 to \$3,999
☐ \$300 to \$599 ☐ \$4,000 to \$6,999
☐ \$600 to \$999 ☐ \$7,000 to \$9,999
☐ \$1,000 to \$1,499 ☐ \$10,000 or more
☐ \$1,500 to \$2,499

D8. Do any children 17 or under live in your household?

☐ No ☐ Yes

D9. Are you or any other members of your household aged 65 or older?

☐ No ☐ Yes

D10. How much do you anticipate your household's total income before taxes will be for the current year? (Please include in your total income money from all sources for all persons living in your household.)

☐ Less than \$25,000 ☐ \$100,000 to \$149,999
☐ \$25,000 to \$49,999 ☐ \$150,000 to \$199,999
☐ \$50,000 to \$74,999 ☐ \$200,000 to \$299,999
☐ \$75,000 to \$99,999 ☐ \$300,000 or more

D11. Are you of Hispanic, Latino/a/x, or Spanish origin?

☐ No ☐ Yes

D12. What is your race? (Mark one or more races to indicate what race you consider yourself to be.)

☐ American Indian or Alaskan Native
☐ Asian
☐ Black or African American
☐ Native Hawaiian or Other Pacific Islander
☐ White
☐ A race not listed

D13. In which category is your age?

☐ 18-24 years ☐ 55-64 years
☐ 25-34 years ☐ 65-74 years
☐ 35-44 years ☐ 75 years or older
☐ 45-54 years

D14. What is your gender?

☐ Woman
☐ Man
☐ Identify in another way → go to D14a

D14a. If you identify in another way, how would you describe your gender?

☐ Agender/I don't identify with any gender
☐ Genderqueer/gender fluid
☐ Non-binary
☐ Transgender man
☐ Transgender woman
☐ Two-spirit
☐ Identify in another way

Thank you!

Please return the completed survey in the postage-paid envelope to:
National Research Center, Inc., PO Box 549, Belle Mead, NJ 08502



City Council Action Request

14.A.

Meeting Date	6/18/2025
Department	Administration
Agenda Category	Action Item
Title	Performance Evaluation - Jennifer Levitt, City Administrator
Staff Recommendation	Close the meeting pursuant to MN Statute 13D.05 subd.(3)a to conduct a performance evaluation of City Administrator Jennifer Levitt.
Budget Implication	N/A
Attachments	None