



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

August 6, 2025

- 1 Call to Order
- 2 Pledge of Allegiance
- 3 Roll Call
- 4 Open Forum
- 5 Adoption of Agenda
- 6 Presentations
- 7 Consent Agenda
 - A City Council Special Meeting Minutes (2025-07-16)
Staff Recommendation: Approve the July 16, 2025, City Council Special Meeting Minutes.
 - B Public Services Commission Meeting Minutes (2025-5-19)
Staff Recommendation: Approve the May 19, 2025, Public Services Commission Meeting Minutes.
 - C Planning Commission Meeting Minutes (2025-06-23)
Staff Recommendation: Accept and place on file the minutes from the June 23, 2025, Planning Commission meeting.
 - D Open Forum Response - Peggy Nelson
Staff Recommendation: Receive a letter in response to Peggy Nelson's open forum questions.
 - E Open Forum Response Letter - Ruth Jones
Staff Recommendation: Receive a letter in response to Ruth Jones' open forum questions.
 - F Approval of Rental Licenses
Staff Recommendation: Approve the issuance of rental licenses to properties listed in the attached table.
 - G Grove Tobacco – Lower Potency Hemp Edible Retailer CUP & Registration
Staff Recommendation: 1) Adopt Resolution 2025-107 approving the Conditional Use Permit for a Lower-Potency Hemp Edible Retailer. 2) Approve the Cannabis Lower-Potency Hemp Edible Business Registration for Royalty and Sons LLC (DBA: Grove Tobacco) at the location of 8599 West Point Douglas Road South, Suite #200. City Registration will not be issued, and no Lower-Potency Hemp Edible sales are permitted until the City receives a copy of the Lower-Potency Hemp Edible license from the Office of Cannabis Management.
 - H Temporary Intoxicating Liquor License- Cottage Grove Lions Club
Staff Recommendation: Authorize issuance of a temporary intoxicating liquor license to Rhonda Anderson on behalf of the Cottage Grove Lions Club for the Cottage Grove Food Truck Festival on September 13, 2025.
 - I Real Estate Equities LLC - Issuance of Conduit Multifamily Housing Revenue Bonds
Staff Recommendation: Adopt Resolution 2025-109 for preliminary approval for the issuance of Multifamily Housing Revenue Bonds and an Interim Loan for the benefit of Real Estate Equities, LLC.

- J **Weinmann Settlement**
Staff Recommendation: Approve the Settlement Agreement to resolve the Weinmann appeal and authorize the payment of \$630.
- K **2026 Patrol K9 Authorization**
Staff Recommendation: Authorize the addition of a K9 handler and K9 patrol team in January 2026. Authorize the submission of a USSPCA/AKC grant application for \$7,500 to offset the cost of the K9 purchase.
- L **Minnesota Opioid Settlement Authorization**
Staff Recommendation: Approve Resolution 2025-102 authorizing city staff to execute all necessary documents to ensure the City of Cottage Grove's participation in the opioid settlement agreements, including participation agreements and accompanying release and the state-subdivision agreements, unless and until such authority is revoked.
- M **Low Zone Water Treatment Plant Change Order #4**
Staff Recommendation: Approve Change Order #4 in the amount of \$370,122.73 for the Low Zone Water Treatment Plant project, funded by the 3M Settlement, increasing the current contract amount from \$40,262,696.20 to \$40,632,818.93.
- N **Professional Services Agreement with Bolton and Menk for East Ravine AUAR Update**
Staff Recommendation: Approve the professional services agreement with Bolton and Menk for East Ravine Alternative Urban Area-wide Review (AUAR) in the amount of \$39,900.
- O **Jamaica Avenue Trunk Storm Sewer Realignment Final Payment**
Staff Recommendation: Adopt Resolution 2025-097 approving the final payment in the amount of \$21,242.33 to New Look Contracting, Inc. for the Jamaica Avenue Trunk Storm Sewer Realignment Project.
- P **2024 Pavement Management Final Payment**
Staff Recommendation: Adopt Resolution 2025-103 approving the final payment in the amount of \$15,807.23 to OMG Midwest, Inc. dba Minnesota Paving & Materials for the 2024 Pavement Management Project.
- Q **2024 Jamaica Mill and Overlay Final Payment**
Staff Recommendation: Adopt Resolution 2025-104 approving the final payment to Northwest Asphalt, Inc. for the 2024 Jamaica Mill and Overlay Project in the amount of \$12,187.83.
- R **Oltman Park Playground**
Staff Recommendation: Authorize service agreement, subject to minor alterations by City Attorney, with Kompan, Inc. for playground construction at Oltman Park for the amount of \$149,112.16.
- S **Oltman Park Picnic Shelter and Installation**
Staff Recommendation: Approve purchase order to St. Croix Recreation for picnic shelter located at Oltman Park for the amount of \$37,363.60 and approve service agreement with Mike Basich Inc., for the installation of picnic shelter at Oltman Park for the amount of \$32,864.
- T **Almar Village – Parking Lot Setback and Impervious Surface Coverage Variances**
Staff Recommendation: Adopt Resolution 2025-106 approving the variances to allow the construction of additional parking two feet from the east property line and to increase the impervious surface coverage of the site at 7155 Jorgensen Lane South.
- U **Livable Communities Act's Local Housing Incentives Account Program Application Support – Real Estate Equities**
Staff Recommendation: Adopt Resolution 2025-108 authorizing the City to submit an application for LCDA grant funds for the Real Estate Equities apartment project.
- V **Farm Lease Agreement - EDA Land**
Staff Recommendation: Approve the Lease Agreement with Paul Krueger Farms to farm the approximately 7.89 acres of EDA property south of 98th Street South and east of Isleton Avenue South subject to minor modifications by the city attorney.

8 Approve Disbursements

A Approve Disbursements

Staff Recommendation: Approve disbursement from 07-11-2025 through 07-31-2025 in the amount of \$5,524,920.51

9 Public Hearings

10 Bid Awards

11 Regular Agenda

12 Council Comments and Requests

13 Workshops - Open to Public

A Draft 2026-2030 Capital Improvement Plan

Staff Recommendation: Receive information on the draft 2026-2030 Capital Improvement Plan.

14 Workshops - Closed to Public

15 Adjournment



City Council Action Request

7.A.

Meeting Date	8/6/2025		
Department	Administration		
Agenda Category	Action Item		
Title	City Council Special Meeting Minutes (2025-07-16)		
Staff Recommendation	Approve the July 16, 2025, City Council Special Meeting Minutes.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>2025-07-16 City Council Special Meeting</td></tr></table>	1.	2025-07-16 City Council Special Meeting
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COTTAGE GROVE CITY COUNCIL

12800 RAVINE PARKWAY SOUTH

COTTAGE GROVE, MN 55016

TRAINING ROOM - 6:00 P.M

July 16, 2025

1. CALL TO ORDER

The City Council of the City of Cottage Grove, Washington County, Minnesota, held a Special Workshop Meeting on July 16, 2025, at Cottage Grove City Hall, 12800 Ravine Parkway. Mayor Bailey called the meeting to order at 6:00 p.m.

2. WORKSHOP - OPEN TO PUBLIC

A. Facility Assessment Report Workshop

Staff Recommendation: Receive information from Kraus-Anderson regarding their facility assessment/capital improvement estimates for City Hall/Public Safety Building and the Central Fire Station.

Mayor Bailey said this workshop is for the Facility Assessment report. Mauri Solomon and Megan Livgard are here, so welcome, and I guess we'll kick this over to you.

Ryan Burfeind, Public Works Director, said while Mauri gets up there, I'll do a little bit of background real quick. They're both from Kraus-Anderson and they did a Facility Assessment for this building and the Central Fire Station. A similar assessment was done recently, maybe last year, at the HERO Center, and that went really well. They're really important planning tools right now, and we're here to talk about the results of that. It's really looking out actually 20 years for both buildings. They're obviously very expensive facilities, and we've kind of been living in that nice grace period of being really new buildings and pretty low maintenance costs, but we want to plan appropriately for bigger expenses down the road. They'll talk about this, like I said we've got this 20-year plan; it doesn't mean we would do everything exactly when that shows, but we have to start thinking about these bigger costs to make sure we're prepared when we have those. Certainly, tonight is more about what did we find, what are the results, what's the data, and then of course we have budget discussions the next two Wednesdays and a CIP discussion the Wednesday after that. So, there's a lot more discussion to come on this topic. With that, I'll turn it over to Mauri for the presentation.

Mauri said thank you all for having me here, as well as Megan, we're very appreciative. It's been a pleasure to work with the City's team. This was really a great opportunity because normally we don't get the opportunity to be proactive in our facility assessment approaches; a lot of the times when we're doing facility assessments, cities and counties, municipalities that we work with are in a position of almost panic mode, we don't have a plan, and we are beyond our plans, we've got urgencies. So, kudos to the team that they're doing a proactive approach. Really this is talking about that 20-year plan, and we're really going through what your roadway over the next 20 years is going to look like. Feel free to stop me at any time if you have questions, we don't need to be super formal here. So, the agenda for tonight:

- Executive Summary: We'll do a high-level view of the costs and what we found
- Facility Condition Index (FCI): We'll talk about what that is, where it came from, and why we use it
- Expected 20-Year Annual Maintenance Plan and Capital Improvement Plan: We're going to touch on the fact that there is some inhouse and roadway items that are in the plan that actually you guys will perform, do inhouse; we wanted to break that out just so we're clear on certain scope of items there. We'll talk

about the 20-year plan in terms of the divisions of construction; so, we'll talk about what those biggest pieces of pie are, so HVAC or roofs, things like that, you'll see where that money needs to be going towards.

- Condition/Criticality Breakdown, by Facility
- High Level Facility Condition Assessment: Overview of just the two facilities that we saw
- Conclusion/Next Steps

We completed a Facility Condition Assessment (FCA) on two facilities, about 100,000 SF of space, which is comprised of the Central Fire Station and the City Hall/Public Safety building. We found about \$18M that you'll need over the next 20 years, that's about \$1M a year. We'll talk about what that means further on in here.

- This is a "Do Nothing Plan," so, this is you continue to function as you are and you kind of go with the flow on this plan. So, it's obviously a flexible plan, this is recommended, and we've worked with the team on this, but things are moving, and we'll talk about that when we talk about conditions and criticalities.
- Overall, both facilities have been really well maintained. For this 2012 building, you're right on track, and about 20 years is when you start seeing things kind of gradually grow in terms of needing repairs or replacement. They will require maintenance and capital spend to continue with the upkeep especially with the Central Fire Station being as new as it is.

Facility Condition Index (FCI): This was developed by ICMA so it is an industry standard, and it is basically what I would call a health check of your facilities. So, it'll give you an overview of where are we at, cost comparisons, taking that deferred maintenance cost against a modern day replacement cost. So, if we were going to rebuild this facility today, like for like, the same square footage, what is that compared to what your deferred maintenance costs are? That's how we get that FCI, this beautiful rainbow chart up here, but it is a percentage. You can see here you're looking really, really good into the next 5, 10 years. And obviously, the Central Fire Station you're looking really good up until about 20, which makes sense, that's usually what we see. So, you can start to see, we don't normally show this, but I think it's a really good graphic in terms of that roadway of your facilities. You can see it starts to kind of gradually shift in terms of where that condition is: Excellent is obviously in that green, you can see you're really good right there. The Public Safety/City Hall is getting into that Fair, where you get into that 10 years; obviously, you know that facility was built in 2012, so you're getting into that 15-20 year mark here. Any questions so far on that; does that make sense, how we use that and why?

Council Member Olsen said so I would have to imagine replacement cost is astronomical.

Maura replied yep, you can see in that field right there, the City Hall/Public Safety right now we're thinking like \$40M. Obviously, that doesn't take into account any tariffs or any inflationary that we don't know about, so that could be even bigger. So, in reality, you're looking really, really good. I know \$13.5M is a lot of money, but in comparison to building a new facility, you're really good. So, look at your Central Fire Station: That's where you want to be, and that's why we're being proactive with this whole condition assessment is we're looking for positive things, and it's a tool for you guys to see the point for it. I was a facility manager once, and I wish I would have had this, to be honest.

20-Year Maintenance Roadmap: This is 20 years worth of data in terms of where you're going to be at, right now we've rebalanced that. So we're looking at about \$1M a year up until 2041; this is when your generator for this building will potentially be due for replacement, so it's a pretty big cost. Obviously, year after year, we do a 4% inflationary on our facility assessments. So, if you move something out, you're going to get that 4% additional cost off there, so we make sure that we're capturing potential changes in cost. Does that make sense? We worked with the Admin team on this to rebalance this, this is not what it looked like right out of the gate. Obviously, it was way higher for City Hall and stuff like the space heat in that first 10 years, but they managed to kind of level it out a little bit. So, it's not usually this even, it doesn't come out that way, but it was awesome to work together to get this to where it is now so it's a little bit more manageable. So, just touching on this, we worked with Adam and team on what are those items within the facility assessment that potentially could be brought inhouse. It's mainly like parking lots, things of that nature, so about \$315K of that \$18M can be brought inhouse. There may be more things that you may be able to do, but it's not at a high level right now, that's what will come out of that \$18M;

well, not out of, but it's still accounted for. You can see on this graphic that obviously this building is the biggest piece of the pie, 75% of it in that 20 years is this building, which makes sense as it's a very large facility, it's got the most amount of mechanical equipment and critical equipment here. So, it kind of jives with what we're seeing.

Council Member Olsen asked do you guys do an assessment on the mechanical, like a professional assessment?

Mauri replied we do a visual assessment in our assessment, and then we do have mechanical engineers on staff and we can bring them in to look at things even further.

Council Member Olsen said the reason I asked that question is you mentioned earlier, and I couldn't agree more, the team has really done an amazing job of preventive maintenance and ongoing maintenance. I know that's been a significant focus, and having been around when this building was actually built, it seems unbelievable to me that it was that long ago. Yeah, talk about making a guy feel old, but it feels to me like that PM has really helped extend the useful life of some of that equipment. So, I was just curious if there was any measurable, other than just anecdotal, way of identifying that.

Mauri replied we do have trade standards otherwise, you know, for useful life. So, we do look at it visually and audibly and then we talk to the team that runs these facilities and know issues, but otherwise, we do use our trade standards of what it's supposed to be. Is it 100% accurate? Oh, I wish it were because I wouldn't be a facility manager, I would be a millionaire, but it is, it has a little bit of flexibility. Obviously, with critical equipment like generators and HVAC, you don't want to push it too far past that life expectancy, it'll make you pay for it.

Council Member Olsen said trust me, I just had to fix my air conditioner fan motor this past weekend, and I do preventive maintenance on it regularly every year, but my house is 22 years old and it's going to eventually need to be replaced. I get it completely, it'll nickle and dime you if you let it.

Mauri said yeah, and you may think 2012 wasn't that long ago and it feels like it wasn't, but when you start to really put pen to paper and start really looking at everything, you'll start to see that age come creeping in. So, it's really smart that you guys did this proactively, so you weren't in the pickle of gosh, we've got to do something now. So, that's kudos to you guys for being so smart about it.

So, this is just a breakdown of the 20-year plan in terms of divisions of construction, so this is how we walk through a facility. We put everything into a division of construction, whether it's roofs, HVAC, plumbing, electrical; so, all of this is comprised of all of the things that we found in terms of what is in your 20-year plan. You can see roofs are 15%, interior construction 18%. Obviously, interior construction, that's one of those low-hanging fruits: Is carpet going to keep your facility from operating? No. Does somebody have an opinion that it's ugly? Sure, but you can still run the facility. When you're talking about roofs, if your roofs leak, if you've got failures with mechanical, then you've got operational challenges and problems; sometimes you're going to have to send people home or bring in supplemental cooling or heating. So, we kind of put this into criticality condition, you'll see that on the next slide, but this is a good graphic in terms of okay, what are our big pieces of pie? Obviously, HVAC is your biggest one, which makes sense because you've got a lot of equipment here.

All right, so when we do a facility assessment, we break things down by condition and also by criticality. So condition is driven not only by the visual but also by the age of the piece of equipment that we're looking at. So, you can see this big yellow right here, a little over \$10M, that's the Fair category, so kind of midrange in terms of age and condition. You've got a large amount that's going to come due and that's in that 20-year mark here. So, you can see that you have very little for Poor and Critical, so that means things are in really good shape around here right now. Obviously, these things can start to slide, but this is just kind of capturing time of right now, a couple months ago.

Criticality: We give everything a criticality wave in terms of okay, what is going to stop your facility from operating where you're going to need that supplemental cooling or heating? So, everything's net, every piece of equipment or every asset you have gets a criticality rating. So, these red are obviously your High, that's going to be mechanical, electrical, plumbing, things of that nature; so, you've got about \$6.5M in that 20-year plan for City Hall/Public Safety. The Medium is going to be more like your doors, windows, exterior closure, like tuckpointing, window replacement, door replacement; those yellows can shift into red if you've got issues with doors hanging open, roofs that are leaking substantially, things of that nature. The green is going to be your interior, so it's going to be your low-hanging fruit, that's stuff that's not going to impact anybody in terms of doing their job.

Central Fire Station: This facility is in great condition. There are a few minor things, some minor tuckpointing things that are happening there, nothing critical at all at this facility. Obviously, when we did a 10-year plan, that cuts it off 3 years shy of the 20-year mark, so that's why we kind of extended it to 20 so it really captures what that looks like; so, it really does tip the scale where you can start to see that 20-year mark where it's at 2% there. Overall, you're in really good shape for the next 20 years. Any questions on this so far? Overall, there's really not much to talk about with the Central Fire Station at this moment, there's just a few minor things.

This is an overview of things that are going to come up in your plan, obviously continued maintenance on your parking lots, sealcoating, restriping, keeping that asphalt fresh, that's just part of running a facility, which I think you can potentially do inhouse. Very minor tuckpointing on the CMU and brick façade, nothing major at all. Again, part of just regular maintenance is recaulking of windows and replacing the seals on the doors. Again, keeping the firemen comfortable, got to give them new mattresses within that plan, making sure their appliances are working, you know, they like to eat a whole lot because they have to do a lot of heavy lifting, so that's in the plan. Typical maintenance, the oil separators, irrigation system blowout, things like that are all in there. The drain grates in your App Bay. All of these are very minor and typical things that you'll see in a facility. Replacements: Dehumidifier and destratification fan equipment. The VFDs are going to be like the first thing that you're going to have to do, that's not even really major, but it's a major component of your HVAC; we only get about 15 years on those before they unfortunately crap out. The Building Automation Software (BAS) you guys continue to keep that up to date, so things like that are included in the plan so you have a good visual on where that is. So, there's a lot going on, but again, nothing critical right now; so, this is all in the raceway to that 20-year mark. I think the biggest thing that we talked about was building automation, it's just recalibrating the building automation, getting that recertified and getting set points set in the building so it's more comfortable. Otherwise, you've got your typical things, your roof replacement, HVAC replacement, window replacements, and with windows, you can get 30 years; could you get more? Sure. Is it efficient? Not necessarily, but you could make it work. Windows are not a threat to your facility, for example, but they are a big spend in terms of replacement, but this is all purely recommendations. So, you can see kind of this interior closure, \$2.2M we'll call it, that's a lot of window replacement, there are a lot of windows on this building.

Just some minor things around the building that should be addressed more quickly than the rest: There's a lot of trip hazards, and we get a lot of heaving in sidewalks, nothing new around here. So, that's the most I saw, obviously at the amphitheater, the limestone brick out there is starting to completely crumble, I think we found that at the HERO Center as well, but again, typical things. Recaulking of the windows and the skylights, making sure your building is watertight, doing some tuckpointing as there's a little bit of water intrusion on the one side of the building. Again, anything super major that's going to keep this building from functioning? No. So, again, all of this is planned, mindful replacement. Fire panels: You get about 20 years out of your fire panel before it needs to be replaced. Interior finishes: Again, we usually put it off about 20 years on interior finishes, could it be longer? Absolutely, especially if you have a good janitorial service that keeps your facility nice and clean. Any questions?

Council Member Olsen said with regard to the systems, 2012 to today, there's probably been some fairly significant technology advancements. I know one of the things Council Member Thiede reminds us of regularly, especially during budget, is there are often efficiencies you can find when you utilize more modern technology vs. older technology. I wondered if any of that conversation came up with regard to any of the systems in the building, here specifically, I guess, but are there any technology things that we may want to consider implementing that we don't already have or modernizing?

Mauri replied so, awesome question, that's a wonderful question. Council Member Olsen said well, it's actually Dave who thinks about it all the time so I just copied him. Mauri said well that is awesome, Dave. So, recommissioning the building automation is going to be a huge benefit to you. Right now, I think there's banding within the heating and cooling system, those units are fighting each other, you've got the cold in the hot areas and there's a lot of access that's been given to the building automation to be quite honest. I think that will be brought back to a standard where you've got setpoints in place for both your heating and cooling, and it's all back to factory settings the way it was intended and designed for. Because once you start getting more people into it and stuff like that, it gets wildly uncontrolled and the inefficiencies start to increase then, if that makes sense. So, I think recommissioning your building automation system, which is included in this plan, is probably your number

one thing that I would do right away for this building. We do have a sustainability manager, who could come in and start looking at pieces of equipment more directly, in terms of sustainability, so there is an opportunity for that as well.

Council Member Olsen said and then I assume those efficiencies would help with cost containment as well.

Mauri replied yes, so we would look at your toilets, what their flushing capacity is, we would look at all of that in the work done.

Council Member Olsen said thanks, Dave, great recommendation.

Council Member Garza asked what is the ballpark cost of just fixing that portion of the automation?

Megan replied \$14K, I think, I can't remember, I'm sorry. Director Burfeind replied yeah, I want to say the recommission is \$14K for that. Finance Director Brenda Malinowski said first, we have to update the software for \$20K, and then \$14K for the fix.

Mauri said so, it's really, when you think about it, it is kind of a drop in the bucket at this level. I would take that money and do a lot with it myself, personally, but.

Council Member Olsen asked would you add the zeroes at the end there? What are we talking about, thousands? Director Burfeind replied thousands.

Council Member Garza said yeah, \$40K. Council Member Olsen said well, yeah, that's nothing. Council Member Garza said especially to get back the efficiency. Council Member Olsen said when I first heard \$14, I'm like wait, what?

Council Member Thiede said well, the other thing that you obviously take a look at; there's a lot of things that just the software, you have to ensure that the company, where we got the software from now, you know, you add sensors in different places and it can start. Software is much better at learning it and making decisions based on the condition of the sensors and things like that in different places. So, you know, if you just look at your basic upgrade, it could be just that of the software, but if you look at some of the possibilities, then you've got to weigh it; say well, I've got to pay a little bit more for this, but then is this going to help here or extend the life or tell us hey, this is going bad a little quicker than average or something like that, such that we can be ready to take care of it sooner, before it totally craps out or something like that.

Mauri said and I think the other thing that just crosses my mind is LED, upgrading the lighting across the building to LED. There are great rebates, obviously, and you would look at your utility bills first, you know, start really doing calculations of what those financial savings would provide, so that is another opportunity as well.

Council Member Garza asked is there a timeline for those rebates, or are those?

Mauri replied I think it depends on your provider, your energy provider, it's usually not quarterly. When we're working with an electrician or we'll work with guys to really find, you know, when to pull the trigger and what those rebates will be.

Mauri asked Council Member Olsen did that answer your questions, I hope? Council Member Olsen replied absolutely. Mauri said they were great questions. Council Member Olsen said and I knew he would know more about it than me, so I'm glad he talked about it.

Council Member Clausen said I have a quick question on an acronym, what is a VFD in the electrical section?

Mauri replied so, it's a Variable Fan Drive, and what it does is it regulates your HVAC equipment, so it helps kind of regulate those motors, both on the supply and return side. So, let's say you have a power loss, it's going to likely take down your facility's pieces of equipment, for example, but it's not going to do a hard shutdown.

Council Member Clausen asked and a hard start, correct?

Mauri replied yes, it's going to be protecting your equipment essentially, in my opinion. I'm not a mechanical engineer, but I'm trying to make it so you guys understand because obviously I talk in mechanical talk sometimes. So, did that help? It's a very valuable piece of equipment. I would have it on every piece of equipment you can possibly put it on because it is kind of an insurance coverage on your equipment.

Summary: Mauri said all right, to sum it up, great job keeping your facilities at a really high standard here, they're in really great shape. Over the next 20 years, are you going to see things that are going to need to be replaced? Absolutely, you know, buildings are living, breathing things that need to be maintained. You're going to have about

\$18M in these over 20 years, which again, is it a lot? Yes, but if you start to really plan mindfully, it's something that can be maintained over the years, so it's not discretionary. Obviously, we didn't really account for any adequacy/space needs, but I don't think you have any space issues currently right now, which is good. Any questions?

Mayor Bailey said yeah, I don't know if this is for you or it might be for Jennifer or Ryan or Adam. So, the first one might be for you. So, the roof if I remember right looking at the number, I think the roof for this building was like \$8M, it was a significant number for that, right? Based on your projections, how many more years do you believe before we need to replace the roof, do you remember?

Mauri replied so it should be, so the TPL should be 20 years, I believe.

City Administrator Jennifer Levitt said if you can go back to your slide you had, I think it had it spread out over. Council Member Olsen said '32 is what I saw. Mayor Bailey asked is it on there? Administrator Levitt said no, if you actually go back to the screen with all the bar charts, way back, it's probably going to be easier to speak to that, right at the beginning.

Mauri replied let's go back, here.

Mayor Bailey said okay, so is that the big one? Mauri replied no, this is your generator, so a lot of backup power. I believe it's right here, this guy right here.

Mayor Bailey said my question maybe just in a general sense for staff is as we get a little closer to; well, first of all, I know that you want to try to start putting money aside to buffer it, right? The other question will be and you mentioned space inadequacy at this moment; my question is more like if we get to 2032, do we have an idea like do we need to expand the police garage? Do we need to add more space? And the reason I'm saying this, as Dave's freaking out, is because if you're going to do that kind of work, you do it altogether, right? You would. Believe me, when people put additions on buildings and then you don't put a new roof on the existing, there's that, you know what I mean? No matter what, you could have a new one, but if you add on, there's always that crease or something that water gets in. Maybe that wouldn't be here, but I'm just; as an example for you, for down the road a ways, I know we've already known that at some point we may have to add on another bay or two at the Central Fire Station, right?

Council Member Thiede replied there is a provision potentially for that; Mayor Bailey said yes. Council Member Olsen said it's already built into the plan. Mayor Bailey said that's what I'm saying, I'm just looking, okay, if there's this point that we think hey, I'm going to have to do that, does it make sense at that point to go okay, at that same time we're going to do some major maintenance that needs to get done, whether it's the roof or whatever else? And that's the only reason I bring it up on this case, is there going to be a point where you go, and I just use the police garage as an example because I know part of our whole take-home squad thing is a little bit due to the fact that we're space constrained downstairs. What does it look like in the future? When we built this building, I don't remember at this point how far out we thought we could use this.

Council Member Thiede replied we had potential expansion with that; Mayor Bailey said yes, I agree, but I'm just curious from a space standpoint, is there a point where you go okay, we are going to need this many more offices for Public Safety or we need this more? At some point, when is that, and is there a way to tie some of these things together from a budgetary standpoint?

Administrator Levitt said well, I think Brenda can speak more of what we can bond for and what we can't, but one of the concerns as you can see is to start to build the levy for it, right? Because the last payment for this building is made in 2031, and so then we do have that capacity of the payment, which is \$350K, but it's important to start looking at the levy and how we do that. And, Brenda, do you want to talk about bonding for maintenance vs. new?

Brenda replied well, yeah, it would have to be part of a big expansion, it would have to; you know, we do Equipment Certificates and the equipment has to last longer than the bond. And, so, I don't know that I would think that we would want to bond for a roof replacement.

Council Member Olsen said but you would for a building expansion; Brenda replied exactly.

Mayor Bailey said yeah, but would you and can you even tie that all together?

Administrator Levitt asked would the roof be able to be paid off?

Mayor Bailey said that was my question is like if you decided at some point you're going to need to put an addition on, can you wrap all that together?

Brenda replied you could, I think you could at that point, yes.

Mayor Bailey said I'm just looking at the most expensive things, you know, is there?

Mauri replied that's the part, that's an absolutely great question, and we see that a lot with other municipalities that we work with, and they are State constrained. They're doing Master Planning exercises, that's why that SBA is such an important part of doing planning exercises. It's to show like, okay, here are the things that you're still going to need to do, whether you do anything or not, and whether we can tie that into a major expansion remodel or, you know, brand new facility. That's something that you need to be aware of and, you know, we need to tie that in, and obviously, there are, you know, pricing differentials when you start to do those bigger projects.

Council Member Olsen said well, and we're big on planning here, as you can tell. Mauri replied well, I love it. Council Member Olsen said so that's why we're talking about this.

Mauri said my daytime personality is I love the proactiveness. Usually, it's a lot more, there's a lot more tension in the room because it's, oh, my gosh, we have a huge potential client and we are not prepared. So, you are prepared now for what you're going to see in the future.

Mayor Bailey said real quick, you mentioned it a little bit earlier and I think you brought it up about rebates and such things like that. Maybe also a callout to our staff is as we look out to these years, whether it's Fire or whether it's our Public Safety building here, if there ever are those opportunities for grants or things like that that we can use to help fund some of this stuff, maybe it's energy efficiency. Maybe, and I'm just making this up, but maybe it's a new roof or whatever; I think the rain garden thing in which we recycle the water, I'm thinking okay, that could be an opportunity instead of us paying it out of pocket, so it might be the Watershed or something like that, that might be able to do something. So, I just shared that with you guys if you haven't already thought of it, you probably did, but anything we can do to take some of those costs away from some of the big stuff.

Council Member Garza asked so, I'm sure we're already saving for the maintenance and other things for these buildings, correct?

Council Member Olsen replied not to the degree we should; Mauri said absolutely, yeah.

Council Member Garza said so this is pretty eye opening. I wanted to know how far we are away, but I'll let that be, thank you.

Administrator Levitt replied you'll find out next week.

Council Member Garza said yeah, that's right, I know budget planning is on the table. I was just hoping that maybe it's going to be a small amount, but.

Council Member Olsen said well, we timed it right in terms of starting the process now, so that's the good part. Council Member Garza replied yeah, definitely.

Administrator Levitt said and obviously you saw a very high level overview in your packet, we did put the detailed spreadsheets, and it's clear that, mayor, you went through that line item spreadsheet, calling out these items, and so there's a lot of detail and all the matrixes behind it in the spreadsheet. We gave you just the high level overview, but it was critical like for the FOC for the HERO Center; we used that to establish the budget going forward about how much money to set aside, and so that way we're setting aside \$90K per year at the HERO Center to be able to offset any future spikes that we're going to anticipate. So, thinking about it as we go into budget, how do we offset some of these spikes and start to build that levy in the coming years to offset some of those maintenance costs.

Mayor Bailey said and we did include this other fire station because we're not sure what we're doing with that, correct? Administrator Levitt replied exactly. Mayor Bailey said or Public Works. Director Burfeind said yeah, you wouldn't have liked the bar on that.

Mayor Bailey said well, I'm sure at some point the new Utilities Building will have to be incorporated; Director Burfeind replied yep, to keep on the cycle of having good planning.

Mayor Bailey asked did you say you also did the HERO Center, though?

Mauri replied I didn't personally, but Kraus-Anderson did, about a year ago, maybe.

Mayor Bailey said so they have kind of their plan over there, similar to what we're dealing with here, okay.

Administrator Levitt said but what's really nice is it's a very sophisticated dashboard system. So, as we do maintenance, we can put it into the system so then you're always monitoring and it makes the adjustments. Mayor Bailey replied perfect.

Mauri said and you can have an active plan going forward now.

Administrator Levitt said so that's really critical, right, as we look at our planning and then Council will be able to tell us how much maintenance we've done and what and how that's affected the budget.

Council Member Olsen said so, Adam, for you, would it make sense to have a more robust, in-depth mechanical review done on the building? Is that even necessary or do we have a pretty good handle on it?

Adam replied I think it would be beneficial just from the fact that we do have some issues on our Condenser #2, as far as the size goes. We have a lot of issues on that one, compared to the other two.

Council Member Olsen said right, so that would be worthwhile, and would you do that as part of this sort of recommissioning process, or is that a separate process? How does that work? Adam replied it would be separate.

Council Member Olsen said okay, any clue what that would cost us to do?

Mauri replied I will have to get with our people and see if I can get that.

Adam said well, we can definitely use that.

Council Member Olsen said for me, personally, I think I'd like to know what that would cost; again, that ounce of prevention vs. pound of cure thing, it just is I think so important for us to remember. So, if we can cost it out, that'd be helpful from where I sit.

Mayor Bailey asked would that be an external company coming in to do those? Because you made a comment the condenser does, too. Oh, my god, Dave's rubbing off on me now. Do you have, like I know you've been doing it for the trucks and such like that, where you kind of keep a maintenance log; do we know how much money we're spending on Condenser 2?

Adam replied I do not have it in front of me, but I have it.

Mayor Bailey said so we still have it, that's what I was curious about.

Mayor Bailey said I've dealt with so many of those HVAC units in stores that got deferred maintenance, deferred maintenance, and then all of a sudden we don't have any air. Well, today isn't so bad, but.

Director Burfeind said well, it's always on the hottest day, though. Mayor Bailey replied well, of course.

Director Burfeind said you can ask Jennifer, she knows what days they were.

Mayor Bailey asked did we make sure that one's right above her office? Director Burfeind replied yeah, that's usually the one that always goes out.

Administrator Levitt said I think it seems like it's around budget time. The Public Safety side is frigid like ice cream. Director Koerner said I like to go over and tell her it's so cold over here, I need to warm up, Jennifer!

Mayor Bailey said that's why you come to her office; Director Koerner replied, yeah, I have to warm up on this side.

Council Member Olsen said so, then we'll get that so we can pursue that. Good, thank you. This was great. Mayor Bailey said yeah, thank you for giving this presentation.

Mauri replied well, thank you guys for having us. It was really fun. Council Member Olsen said yeah, a lot of really good stuff. Mauri replied thank you for all of the wonderful questions. All right, thank you guys, I'm done.

3. ADJOURNMENT

The meeting ended at 6:40 p.m.

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



City Council Action Request

7.B.

Meeting Date	8/6/2025		
Department	Public Works		
Agenda Category	Action Item		
Title	Public Services Commission Meeting Minutes (2025-5-19)		
Staff Recommendation	Approve the May 19, 2025, Public Services Commission Meeting Minutes.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>5-19-2025 Public Service Commission Meeting</td></tr></table>	1.	5-19-2025 Public Service Commission Meeting
1.	5-19-2025 Public Service Commission Meeting		



MINUTES

COTTAGE GROVE PUBLIC SERVICE COMMISSION

May 19, 2025

City Council Chambers

12800 Ravine Parkway South, Cottage Grove, Minnesota 55016

1. CALL TO ORDER

Chair Kons called the Public Service Commission meeting to order at 7:01 p.m.

2. PLEDGE OF ALLEGIANCE

Chair Kons asked everyone to stand and recite the Pledge of Allegiance.

3. ROLL CALL

Chair Kons was advised that Roll Call had been taken. All commissioners were present.

4. APPROVAL OF THE AGENDA

Commissioner Ron Kath made a motion to approve the agenda; Commissioner Lise Rediske seconded. Motion carried: 7-0.

5. APPROVAL OF MINUTES

A. APPROVE MINUTES FROM THE MARCH 17, 2025 MEETING

Motion by Olson to approve the March 17, 2025 meeting minutes; Commissioner Jensen seconded.

Motion carried: 7-0.

6. OPEN FORUM

No one spoke or were present for Open Forum.

7. PRESENTATIONS

A. Construction Update

Ryan Burfeind, Public Works Director, presented a power point with the following construction projects:

- Mill and Overlay – Hardwood & North of 70th into the Timber Ridge and Pine Arbor neighborhoods
- 2025 Pavement Management – Hidden Valley neighborhood & 70th and Hinton
- Oltman Park – working with ISD 833 – Lacrosse Fields, shelter, playground, parking lot
- High Zone Raw Water Main - connecting wells to permanent treatments plants. Starting at 65 in Calarosa/Pine Cliff neighborhoods, down through Highlands Park & Pine Tree Valley Park, end at Central Fire Station
- Intermediate Zone Water Treatment Plant - behind Central Fire Station
- 80th St and East Point Douglas Rehabilitation in 2026 - Ideal Ave to HWY 61 ramps
- Roers – 144 Unit Apartment, North of HWY 61, next to the WPSL complex
- Real Estate Equities – 164 Unit Apartment – 100th St and Hadley

- Park High School - 35,000 Sq feet addition, traffic re-routing for drop off and pickup
- Mississippi Landing - 377 Single Family Homes on 103rd & Grey Cloud Trail
- Prairie Dunes – 120 Single Family Homes on Hadley & 105th
- Graymont Village 3rd – 74 Single Family Homes - West of Ideal, 105th to 110th
- Lochridge – 183 lots - West of Jamaica Ave, Ravine Parkway
- Summer Woods - 56 lots on 65th and Hadley Ave

Commissioners were interactive with questions and comments about the projects.

B. Fire Department Year in Review

Fire Chief Jon Prichard presented a power point presentation highlighting the Fire Department. Below are some highlights. The full presentation can be found online.

- FD Vision – The Cottage Grove Fire Department will be an elite fire department that lives our mission to provide exceptional fire, emergency medical services, specialized response, and community risk reduction services to our customers.
- Accomplishments include;
 - Fire Year Strategic Plan
 - 4930 Calls despite staffing crisis
 - Firefighter/EMT to Paramedic Program
 - Hiring, Training, Mentoring, and moving forward
 - Equipment and PPE updates
 - Added Deputy Chief position
- 4930 calls for service – 7.1% increase from 2023
- EMS Mutual Aid – We provide ambulances to other communities when they do not have one available. It's a source of revenue for EMS historically (313 times in 2024)
- EMS Response Times – Average 6:22 goal < 6 minutes
- Fire Response Times – Average 6:37 goal < 6 minutes
- Community Risk Reduction
- Safe Haven Visits – 180 home visits
- Training - 4101 hours logged in 2024
- EMS Patient Experience Summary given to 20% of patients
- 2025 will continue Strategic Plan, Peer Support Program, Cadet Program, Training, Equipment optimizing and establish Specialized Operation Programs

8. BUSINESS ITEMS – None.

9. COMMISSION COMMENTS - None.

10. STAFF REPORTS AND MATERIALS

Public Works Director Ryan Burfeind mentioned the Proclamation of Public Services Week as May 18-24, 2025.

Gary Orloff reported the following:

- Dirt Day moved to Thursday, May 22 due to the weather
- Stump Grinding should finish up in the next two weeks
- Replanting of 100 blvd trees will start next week
- Finished up pothole patching and sweeping
- Summer help started today

Brad Peterson reported the following:

- Department is looking at applying for several state and federal grants. One including funds for a Flock Camera System.
- PD Officer is patrolling and enforcing DWI's within the city.
- Proclamation of National Police Week, May 11-17, 2025 and Peace Officers Memorial Day May 15, 2025.

Fire Chief Pritchard gave a brief update on the Fire Department. He mentioned that the week of May 18-24 is Emergency Medical Services Week.

11. COUNCIL COMMENTS

A. Council Agendas

Council Member Thiede asked the commission if they had any questions for him. The other topics he was going to speak about had already been covered by the other updates.

12. ADJOURNMENT

Vice Chair Kath made motion to adjourn the meeting at 8:50 p.m. Commissioner Lotts seconded. Motion carried.

Minutes transcribed by Kari Reubish.



City Council Action Request

7.C.

Meeting Date	8/6/2025		
Department	Community Development		
Agenda Category	Action Item		
Title	Planning Commission Meeting Minutes (2025-06-23)		
Staff Recommendation	Accept and place on file the minutes from the June 23, 2025, Planning Commission meeting.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>Planning Commission Minutes 202-06-23</td></tr></table>	1.	Planning Commission Minutes 202-06-23
1.	Planning Commission Minutes 202-06-23		



COTTAGE GROVE PLANNING COMMISSION
12800 Ravine Parkway South
Cottage Grove, MN 55016

June 23, 2025

COUNCIL CHAMBER - 7:00 P.M.

The Regular Meeting of the Planning Commission was held in the Council Chamber and telecast on Local Government Cable Channel 16.

1. CALL TO ORDER

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

2. ROLL CALL

Pradeep Bhat-Here; Ken Brittain-Here; Jessica Fisher-Here; Evan Frazier-Here; Eric Knable-Here; John Stechmann-Here; Terrence Woodman-Here.

Members Absent: None

Staff Present: Emily Schmitz, Community Development Director; Max Erickson, Planner; Justin Olsen, City Council Liaison.

3. APPROVAL OF AGENDA

Knable made a motion to approve the agenda. Brittain seconded. The motion was approved unanimously (7-to-0 vote).

4. OPEN FORUM

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

5. CHAIR'S EXPLANATION OF THE PUBLIC HEARING PROCESS

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

6. PUBLIC HEARINGS AND APPLICATIONS

A. Dressely Accessory Structure - Case CUP/V2025-015

A Conditional Use Permit to exceed the maximum total accessory structure square footage permitted in the R-2 Zoning District, which is 2,000 square feet. The applicant has also applied for a Variance to allow for an accessory structure to be placed in front of the principal structure, and a Variance from the required architectural materials for accessory structures.

Erickson summarized the staff report and recommended approval based on the findings of fact and subject to the conditions stipulated in the staff report.

Frazier asked if there were any questions for staff, and there were none. Frazier asked at this time if the applicant would like to add anything additional and asked that he state his name and address for us.

Good Evening, my name is Al Dressley, I live at 6255 Hadley Avenue South. I am just as far as the variances and some of the things that I've looked at, I want to thank Max Erickson and also Samantha for helping me walk through the paperwork on all this. It's not an easy task to go through all this paperwork. One of the things I wanted to point out is my neighbor to the left of me also has a metal barn that had a permit that was granted in 1997, that barn is 30 x 40 feet. I've got his approval, got two neighbors on both sides of me to have this built. The difference is I think when we think of metal buildings, we think of just a plain old metal building, but I've got a lot of features on this building, insulation, cosmetically outside with eyebrows over the doors, windows; it's not going to be just a plain old shed that's out there. Another thing I wanted to make sure that everybody knows is that if you're familiar with this land or this location, which I ask if you ever get a chance to drive by, you won't be able to see this from the road, just as my neighbors won't see this from the road. And finally, what I think is important is I've been there since 1994, and next to me I recognize Ken and some of you, I think, but in 1994, I moved in, and I was under the assumption that this was land that I could do some things on, that's why you buy these larger lots. In 2017, around me, there was a lot of Codes changed for a developer to come in; they were supposed to be three-to-five acre lots, and now we're got ¼-acre lots with 200 houses plus. I understand that it's an opportunity for the City to get tax money on those, and all I'm asking for is if we do that for developers, I've been there since 1993, I've paid my taxes. I'm asking just to have something in front of my house. Unfortunately, not to mention my septic that the City wanted to put water in, but they didn't want to run it all the way back, so that's why my septic is back there; but there's also a creek back there that I've asked the DNR if I could reroute to do things, and they absolutely said no, I can't reroute that because it's a natural. So, with that said, I guess that's what I'm going for. I watch these Planning Commissions quite often, and I see a lot of Codes change. I'm just asking for something that my neighbor has, something that won't infringe on any of my neighbors, its not going to be an eyesore of any sort, and no one's going to actually see it, so that's it. Thank you for your time.

Frazier said all right, thank you. Any questions for the applicant.

Fisher said so, in the packet there is a photo of a metal barn. Is that your neighbor's? Dressley replied no, my neighbor's doesn't even have windows. I didn't take a picture of my neighbor's. Fisher said okay, where did you get the photo of the one that you included in your application? Dressley replied I don't know if I gave that or if that, I think I just got that off the internet. Fisher said okay. Dressley said but again, mine's even got more cosmetic things than that does; I mean, I'm having a door made and all these other things, so. Fisher said okay, thank you.

Woodman said so, one of the concerns that I know you brought up was the expense of building it, and I know we're not considering expense in this, but what other alternatives did you look at? Is there, like could this structure, this same exact structure be just thrown up with vinyl, or is it all constructed as one thing, so what's? Dressley replied well, its not constructed as one thing. One of the other things that I probably didn't mention is you know there are a lot of people using steel now, instead of wood. First of all, it's stronger, it lasts longer than the wood; if I was to put up a wood shed or storage unit, I would have to be maintaining that, the wood's going to, after so many years, I'm going to have to fix that. The difference is it's almost three times as much, I looked at it because one of the things that Eric pointed out right away is, you know, look at some of the options that you might have and I did. And it's at least three times as much as what I can get a metal building for, and I think that's why you're seeing more and more buildings out there be metal; you're seeing roofs all metal, a lot of things are going metal just because of the price. Woodman said thank you.

Frazier said you mentioned that your neighbor has a metal outbuilding, and I think you said that was in 1997? Dressley replied yep, I've got the permit from 1997. So, I don't know, you know, the zoning, we understood the zoning, but I don't know what the definition was back then, you know, because we can't find it, Erickson can't find it, what it stated that it had to be, but it was R-2. I thought I was R-1 at one time, but it was R-2 since 1981, but it doesn't state what the definition of R-2 is for building.

Frazier said sure, okay.

Frazier asked if there were any further questions, and none were asked. Frazier said all right, thank you very much.

Frazier opened the Public Hearing. No one spoke. Frazier closed the Public Hearing.

Frazier asked if there were any further comments or discussion from the commission.

Woodman said I did drive by, I'm right in the area today, and I am in agreement that there would be no way that this would be visible from the road there, maybe just a couple of visible through the trees type of things, but nothing that would be visual. I also think if you look at the reason for the setbacks that we have in the first requirement, I think that that really comes down to the visual appeal to your neighbors; you know, keeping it off property lines and all of that, but then you look at the reason for the 2012 change is really to prevent brand-new developments going in with mainly metal construction, like we're setting the precedent for the City of what these new builds look like. So, I do think that there's room to approve both, in my opinion, because I don't think going metal disturbs anything in that area, having been from there, driving through there, I don't see any way that that would be a disruption. I know that's not what the recommendation was, but that's my viewpoint is that there really wouldn't be any negative to the City, specifically calling out the harmony of the area. I feel like that area is still a fairly rural little strip of land, and we could look at giving him a variance for that.

Brittain asked can we ask staff a question? Frazier replied yeah, I was going to do so myself, so go ahead. Brittain said okay. So, we have reference to a neighboring property with a shed on it. Are there any other properties that you're aware of in the area that have sheds of this type? Erickson replied there is another shed that is south, I'm forgetting the road it's on, it's pretty close, it's in an R-3, but it was constructed well before, the same thing. That neighbor's shed we have the building permit for, and it shows metal was approved, but I couldn't come across any Code that kind of spoke to that in 1997. And then there's other buildings in the community that are in the R-1 district that prior to the Zoning Code of 2022 Amendment allowed for metal, and the current iteration lays out all residential should be these wooden, vinyl lap. Brittain said okay, thank you.

Frazier said so Max, I guess that was going to be my question as well, then. So, as far as we know, back in 1997, because we had the building plans at least that show that in this area metal was allowed, but we know for sure in 2012, the ordinance changed to say in these areas, R-2, R-3, and down, we had to have wood. R-1 was still allowed to have metal, but now, it was the intent of the Council to say that in every residential district, they had to be a wooden structure with this split brick, vinyl, concrete walls. Am I following kind of the legislative history here? Erickson replied so, we have what it changed from in 2012, and that goes back to 2000, which was after 1997. But before the change in 2012, the language read that it must complement the materials and the color palette of the house, and now they made it more specific, but essentially what you repeated is correct. Frazier said okay. So, the Council then in 2012 said you know, we really want to have these wooden secondary structures in most of these residential areas except for the R-1, which are going to be like the over five acres I think is an R-1, over three acres. And then when we did the rewrite in 2022, Council said actually in all residential areas, we want these same types of structures. Erickson replied that's correct; Frazier said all right, thank you.

Brittain said I agree that you know fundamentally, I don't see any harm being caused by this, but unfortunately, the rules that we're currently bound by from the Zoning ordinances prohibit it. So, while fundamentally I don't have an issue with it, I don't see findings of fact to the level that would constitute granting a variance for the materials.

Fisher asked how big is this lot that your home is on? Erickson replied it is 4.7 acres.

Bhat said I have one quick question. So, the requirement for the building material is for aesthetics or what is the reason behind it? Erickson replied the requirement is to maintain consistency in residential districts, and Emily, maybe you can tap in, but it's to maintain a certain aesthetic and character of the community. Schmitz stated that was the intent in 2012 is to ensure that those materials were consistent with those materials that are permitted on residential homes, right? We have standards for the architectural materials there and we wanted that to be consistent, and to Erickson's point, to be consistent within those residential areas. Bhat said thank you.

Fisher said I'm just having a hard time with this one because I mean, this is a 4.7-acre lot, like I understand that I could not put up a little metal shed on my third of an acre lot, but this is a very large lot in a very densely-wooded area. So, it makes sense to me, like Commissioner Woodman said, like it doesn't cause any harm; however, our variance, the checkboxes we use to grant a variance are not being checked. So, I have a hard time with this one because it's definitely in a gray area, that's my thought on it.

Frazier said I guess I'll add my two cents. I agree with Commissioner Fisher and Commissioner Brittain, you know, in the grand scheme of things, does it seem like that big of a deal to allow this on this specific instance where it seems like it's going to be screened from view, the current neighbors don't care. You know, it is going to create an economic hardship, which again is not sufficient to grant a variance, but it can be part of it is my understanding. No, it doesn't make a ton of sense to me to deny it; however, we are required to follow the rules that the City Council has laid out, and I think what speaks to me most clearly is that

we still had this exception in the R-1 district where you could have an over three-acre parcel and still have these kind of structures that the applicant is asking for today. And just three years ago, the City Council said actually, we don't want that in our community, we want these type of structures that are already in R-2, R-3, R-4, and so, to me, that is a clear indication from City Council that that is their intent of what they want in the community. So, I don't see that there is a variance basis to go from that. Obviously, City Council can tell me I'm wrong and decide differently, that is their prerogative, but based on the history as I know it here today, it is my belief that City Council has given us an instruction of here is what the accessory structure should look like in our community, and these are what should be approved. With that being said, any further comment or discussion?

Brittain made a motion to approve the Conditional Use Permit and the Variance for the accessory structure as to the location on the property based on the findings of fact and subject to conditions stipulated in the staff report, and a motion to deny the Variance to the architectural materials, subject to stipulations in the staff report. Stechmann seconded. The motion was approved unanimously (7-to-0 vote).

7. APPROVAL OF MINUTES

A. Approval of the May 19, 2025 Planning Commission Meeting Minutes

Staff Recommendation: Approve the May 19, 2025 Planning Commission Meeting Minutes.

Fisher made a motion to Approve the May 19, 2025 Planning Commission Meeting Minutes. Bhat seconded. Motion passed unanimously (7-to-0 vote).

8. REPORTS

A. RECAP OF JUNE 4 AND JUNE 18, 2025 CITY COUNCIL MEETINGS

Schmitz summarized the actions taken at the June 4 and June 18, 2025 City Council Meetings.

With that, Council Member Justin Olsen is here with us to add anything, and he's typically available for questions. Council Member Olsen said good evening, Mr. Chair and Members of the Commission, it's great to be here with you today. I know you went through some training earlier today with our esteemed City Attorney, Kori Land, I hope you all got a lot out of that. Kori likes to do that training annually, and I think tonight's accessory structure conversation probably leant itself to some of the things that she discussed with you in that training, which is why she does it. So, again, I'm glad you had the opportunity to take some time with her.

One of the things I wanted to mention is as you look around tonight, you probably notice a new face on the commission. The gentleman sitting here to my left and to your right is John Stechmann. John's been a member of the community for quite some time. He was one of two candidates that I interviewed for the open position, and both interviews were absolutely out of the park, just wonderful, either choice would have been a great choice, but I ended up selecting John because the other candidate I think has some additional skills as it relates to maybe our EDA that I'd like to take advantage of. So, please welcome John as a new member of the commission, I think you'll find he'll do a terrific job; I've known John for a little while, and he's one of those guys who does his homework, I'm willing to bet he's driven past this accessory structure seven-or-eight times already, preparing for tonight's meeting. So, welcome.

I also wanted to mention a couple of other things. You heard mention that the Chair said anything decided upon this evening will go to the July 16 City Council Meeting, that's quite a ways from here. We never have a meeting the week of July 4, so that's why there's that delay. But then, after that, we start our every week budget meetings until we figure it out. So, there's going to be a lot of heavy lifting ahead with this budget year, it seems like that happens every year. If you have any recommendations with respect to budget focuses for the City Council, things you might like to see us do more of, less of, etc. in the community, now would be a great time to reach out to a City Council Member or two and sit down and have a cup of coffee and talk about some of those things. We work very hard to maintain a high level of service in the community, and there's always that delicate balance between value and cost. A lot of people know the cost of things, very few people know the value of things, and so, we have to try very hard to communicate value; one of those communication points is we are the second lowest per capita tax community in Washington County, we only fall short of St. Paul Park, and they get over \$1 million a year in Local Government Aid that we don't get. If we had an even playing field, we would be the lowest. We also are a AAA Bond-rated community, and for a

community of our size, that is not an easy thing to accomplish, but because we are very careful with taxpayer dollars, our fee structure, so on and so forth, our amazing staff and our Council work really hard to maintain financial integrity. We have a ten-year Financial Management Plan that we follow very closely, and that has leant itself to the bond houses looking favorably upon our paper, which saves us a whole lot of money in interest anytime we do go to bond, and we want to continue that path. So, those will kind of be our north star as we work through the budget process this year, but your recommendations would be very welcome.

The last thing I wanted to mention and I'll open it up to you for questions is we did have a promotion in our Public Safety Department at our meeting last week. Officer Matt Sorgaard, some of you may know Officer Sorgaard by his partner, Odin, as Officer Sorgaard is a K9 police officer. He and Odin are a tremendous team; in fact, they went to national competitions last year and finished second to the Washington County deputy that actually trained them both. So, he might have taught them everything they know but not everything he knows. Either way, really a great team, and we are grateful that Matt put in for the open sergeant's position here in the City of Cottage Grove and he was ultimately selected. So, he was sworn in last week, had his badge pinned, and has already started working on those sergeant shifts, which tend to run nighttime. Odin will still be his partner, but they'll just have a little bit of extra work to do. So, if you get a chance to see Matt around in the community, make sure you say hello and congratulate him. With that, I'll turn it back to you, Mr. Chair. If anybody has any questions, I'm available.

Frazier said all right, thank you. There were no questions for Council Member Olsen. Frazier said thank you for being here.

B. RESPONSE TO PLANNING COMMISSION INQUIRIES

Frazier said looking at the minutes from the last meeting, there were two inquiries: One was from Commissioner Bhat about the information that we send to the Met Council about affordable housing and the plan for that, and I think staff was going to provide us with part of the Comprehensive Plan, which we have printed off on the dais for us, so that's completed. I think the other one was also from Commissioner Bhat about kind of like a cheat sheet on setbacks for areas, and I don't know where staff is on that. Schmitz replied we really focus in our staff reports to make sure that we're outlining the Code standard and then what the applicant is proposing, right? So, we'll continue kind of providing that clearly in there, but if we need to think about maybe a handout that's helpful, we can certainly do so. Frazier said all right, thank you.

C. PLANNING COMMISSION REQUESTS

Frazier asked if there were any requests for staff.

Brittain said in the Land Use Plan here, it lists that we have an airport of 6 acres in Cottage Grove. Where is that? Council Member Olsen replied we have an old airport, that is on Jansen's farm, it actually has an airstrip from World War II on it. Brittain said okay, well, I learned something, so that's a good day.

Woodman said an update on the, we had the agenda item last meeting that was pushed out; do we have an update on where that's at and if it's coming back any time soon? Schmitz replied yes, that developer continues to work on their plans, making some adjustments and tweaks to ensure that they're able to meet our minimum standards. Obviously, before we present that item to you, we want to make sure that we've crossed all our T's and dotted all of our I's so that project is complete. At this time, I don't have the timeline for you when they would be back; they have extended their 60-day timeline to be extended indefinitely, therefore we have time to work through that. So, we're still waiting on that developer to make sure that they've got all of their ducks in a row, per se.

9. ADJOURNMENT

Fisher made a motion to adjourn the meeting. Knable seconded. Motion passed unanimously (7-to-0 vote). The meeting was adjourned at 7:34 p.m.



City Council Action Request

7.D.

Meeting Date	8/6/2025		
Department	Administration		
Agenda Category	Action Item		
Title	Open Forum Response - Peggy Nelson		
Staff Recommendation	Receive a letter in response to Peggy Nelson's open forum questions.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>07-16-2025 Council Open Forum Response_Peggy Nelson</td></tr></table>	1.	07-16-2025 Council Open Forum Response_Peggy Nelson
1.	07-16-2025 Council Open Forum Response_Peggy Nelson		

July 29, 2025

Ms. Peggy Nelson
7490 Hinton Avenue South
Cottage Grove, MN 55016

Re: Open Forum Question – HERO Center

Dear Ms. Nelson,

Thank you for your recent comments at the July 16, 2025 City Council meeting. At that meeting, you requested information regarding Immigration and Customs Enforcement (ICE) agents who are in Cottage Grove and/or Washington County.

The City of Cottage Grove does not maintain data such as this and therefore does not have data responsive to this request.

I would love to be helpful if there are any other questions you have and will do what I can do to assist.

Thank you for your question. If you have any further questions, please contact me at 651-458-2860.

Sincerely,

Phil Jents, Communications Manager



City Council Action Request

7.E.

Meeting Date	8/6/2025		
Department	Administration		
Agenda Category	Action Item		
Title	Open Forum Response Letter - Ruth Jones		
Staff Recommendation	Receive a letter in response to Ruth Jones' open forum questions.		
Budget Implication	N?A		
Attachments	<table border="1"><tr><td>1.</td><td>07-16-2025 Council Open Forum Response_Ruth Jones</td></tr></table>	1.	07-16-2025 Council Open Forum Response_Ruth Jones
1.	07-16-2025 Council Open Forum Response_Ruth Jones		

July 29, 2025

Ms. Ruth Jones
8180 Janero Avenue South
Cottage Grove, MN 55016

Re: Open Forum Questions – Local Media and HERO Center

Dear Ms. Jones,

Thank you for your recent comments at the July 16, 2025 City Council meeting. At that meeting, you commented about the following items:

- A lack of local media presence in Cottage Grove, Minnesota
- That taxpayers have no say in what happens at the HERO Center
- That voters chose the HERO Center on a ballot

In response to the first point: in addition to media outlets such as the Star Tribune, Pioneer Press, and other outlets in the Twin Cities area who cover Cottage Grove, the Cottage Grove Journal is a local media outlet covering news, sports, and other topics in Cottage Grove and the surrounding areas.

To the second point: The Health and Emergency Response Occupations Center (HERO Center) is a jointly and equally owned, maintained, operated, and managed facility by the City of Cottage Grove and the City of Woodbury, Minnesota. Established in 2018 by a Joint Powers Agreement, the Facility Operations Committee (FOC) consists of six members who coordinate the joint use and operation of the HERO Center. FOC meetings are publicly noticed, not unlike City Council meetings.

And to the last point: while there have been many referendum votes throughout Cottage Grove's history regarding public spaces, the HERO Center has not appeared on a public referendum ballot initiative.

Thank you for your questions / comments. If you have any further questions, please contact me at 651-458-2860.

Sincerely,

Phil Jents, Communications Manager



City Council Action Request

7.F.

Meeting Date 8/6/2025

Department Community Development

Agenda Category Action Item

Title Approval of Rental Licenses

Staff Recommendation Approve the issuance of rental licenses to 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: July 31, 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 - AUGUST 6, 2025

RENTAL LICENSE NUMBER	PROPERTY STREET #	PROPERTY STREET NAME	PROPERTY OWNER
RENT-002828	6455	Inspire Circle South	Vikas Panabakam
RENT-002825	6702	92nd Bay South	Darrick Moren
RENT-002837	6805	91st Street South	Chandra
RENT-002830	7060	61st Street South	Nestera Properties
RENT-002839	9829	89th Street South	Jacob Wrich
RENT-001869	7140	Imperial Avenue South	Edward Bentall



City Council Action Request

7.G.

Meeting Date 8/6/2025

Department Community Development

Agenda Category Action Item

Title Grove Tobacco – Lower Potency Hemp Edible Retailer CUP & Registration

Staff Recommendation 1) Adopt Resolution 2025-107 approving the Conditional Use Permit for a Lower-Potency Hemp Edible Retailer. 2) Approve the Cannabis Lower-Potency Hemp Edible Business Registration for Royalty and Sons LLC (DBA: Grove Tobacco) at the location of 8599 West Point Douglas Road South, Suite #200. City Registration will not be issued, and no Lower-Potency Hemp Edible sales are permitted until the City receives a copy of the Lower-Potency Hemp Edible license from the Office of Cannabis Management.

Budget Implication N/A

Attachments

1.	Grove Tobacco CUP CC Memo
2.	Grove Tobacco (Low Potency THC) Memo
3.	Memo - Public Safety (Grove Tobacco Background)
4.	Grove Tobacco CUP Resolution
5.	Grove Tobacco CUP Floor Plan

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

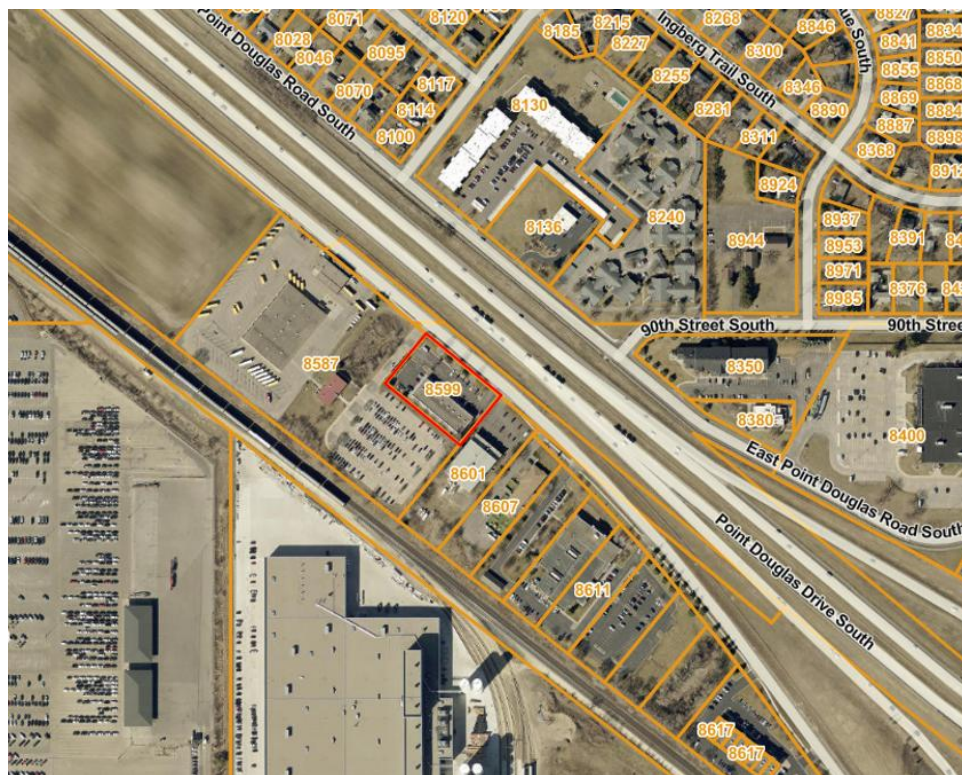
FROM: Samantha Pierret, Senior Planner

DATE: July 30, 2025

RE: Grove Tobacco – Lower Potency Hemp Edible Retailer CUP

Proposal

Royalty & Sons Inc (dba Grove Tobacco) (Applicant) has submitted an application for a Conditional Use Permit (CUP) to sell low potency hemp edibles at their existing business at 8599 West Point Douglas Road South, Suite #200.



Site Location

Review Schedule

Application Received: July 10, 2025
Application Accepted: July 10, 2025
Planning Commission Meeting: July 28, 2025
City Council Meeting: August 6, 2025
60-Day Review Deadline: September 8, 2025

Planning Commission

The Planning Commission reviewed the request at their July 28, 2025, meeting. The Commission asked for clarification on the following:

- Do lower potency hemp edible retailers need to meet the distance requirements found in the City Code?
 - Staff stated that lower potency hemp edible retailers must meet the 1,000-foot setback from other cannabis businesses; however, they do not need to meet the other distance requirements from schools, parks, daycares, etc. per City Code.
- Is low potency cannabis considered hemp? Are products such as Delta-9 or Delta-8 considered low potency?
 - The Applicant explained hemp is a part of the cannabis plant, and there are several names for different products with different potencies such as CBD, THC, and the Delta variants. The state regulates how much cannabis concentrate may be in low potency products.

No residents participated in the public hearing. The Planning Commission unanimously (5-to-0 vote) recommended approval of the application.

Background

The State of Minnesota legalized recreational cannabis use and sales in 2023 under Statute 342. The Office of Cannabis Management (OCM) oversaw the preparation of cannabis rules from 2023 to 2025. The City of Cottage Grove Zoning Ordinance was updated in 2024 to add cannabis uses and regulations including regulations for low potency hemp edible retail sales. All businesses in the cannabis and lower potency hemp edible retail sales market must obtain proper licensure and registration with the State of Minnesota as well as local permits and registration with the City of Cottage Grove.

The Applicant currently leases space in the existing building on site and operates a tobacco shop (Grove Tobacco). The property owner (CG Retail Ventures LLC) has acknowledged the Applicant's request. The Applicant's tobacco license with the City is currently in good standing with the City with no violations.

Planning Considerations

Comprehensive Plan and Zoning

The property is currently zoned P-B, Planned Business District. The Planned Business District is intended to provide for a mix of suitable retail, commercial, and industrial uses. The property is currently guided for commercial use in the 2040 Comprehensive Plan. Lower Potency Hemp Edible Retail Sales are allowed with a Conditional Use Permit in the P-B, Planned Business District. All cannabis uses and lower potency hemp edible retail sales must comply with Title 11-4-18 of the City Zoning Code.



Zoning Map Detail

Conditional Use Permit

When evaluating any conditional use permit application, the Planning Commission shall consider the following findings:

- 1. Compliance with and effect upon the Comprehensive Plan, including public facilities and capital improvement plans.*
- 2. The establishment, maintenance or operation of the conditional use will promote and enhance the general public welfare and will not be detrimental to or endanger the public health, safety, morals or comfort.*
- 3. The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.*
- 4. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.*
- 5. Adequate public facilities and services are available or can be reasonably provided to accommodate the use which is proposed.*
- 6. The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located.*
- 7. The conditional use complies with the general and specific performance standards as specified by the Zoning Code.*

The use as a low potency hemp edible retailer is consistent with the findings above as described in the following report.

State Licensing Process

The OCM has a separate registration and licensing process for lower potency hemp edible retailers. Until August 31, 2025, retailers may register with OCM online by entering their business information and paying a fee. Once registered, the business still must obtain local approvals and registrations and pass an OCM inspection before beginning sales.

The state process will change in the fall of 2025 when businesses must obtain state licensure to sell lower-potency hemp edibles instead of a registration. Businesses on the existing registration list will be required to apply for and obtain state licensure from OCM.

State Statute 342.46 includes several standards business owners must adhere to, including age verification standards, display and storage standards, allowable products that may be sold, building condition requirements, and on-site consumption standards. These standards are overseen by the OCM, and age verification compliance checks are performed by local law enforcement as required by statute.

Title 11-4-18

G.1. Hours of operation for retail sales of cannabis or lower-potency hemp edible products are permitted from 10:00 a.m. to 10:00 p.m., seven days a week.

The Applicant has amended their hours of operation to comply with this requirement. They will be open Monday – Saturday 10:00 a.m. to 9:00 p.m. and Sunday 10:00 a.m. to 8:00 p.m.

G.2. On-sale intoxicating liquor establishments and off-sale exclusive liquor stores with a current lower-potency hemp edible city registration and a state license may sell lower-potency hemp edible beverages but no other lower-potency hemp edible products.

The business is not an on-sale or off-sale liquor establishment.

G.3. No cannabis or lower-potency hemp edible use is allowed as part of an Adult Use Establishment, as defined in City Code Section 3-14-2.

The business is not an Adult Use Establishment as defined.

G.4. No retail sales are allowed in the Agricultural or Industrial zoning districts.

The property is not within an Agricultural or Industrial Zoning District. The property is zoned P-B, Planned Business District.

G.5. No on-site consumption is allowed in the Agricultural or Industrial zoning district.

The property is not within an Agricultural or Industrial zoning district. The property is zoned P-B, Planned Business District. On-site consumption is only allowed by the OCM with an on-site consumption endorsement. The Applicant is not seeking a consumption endorsement.

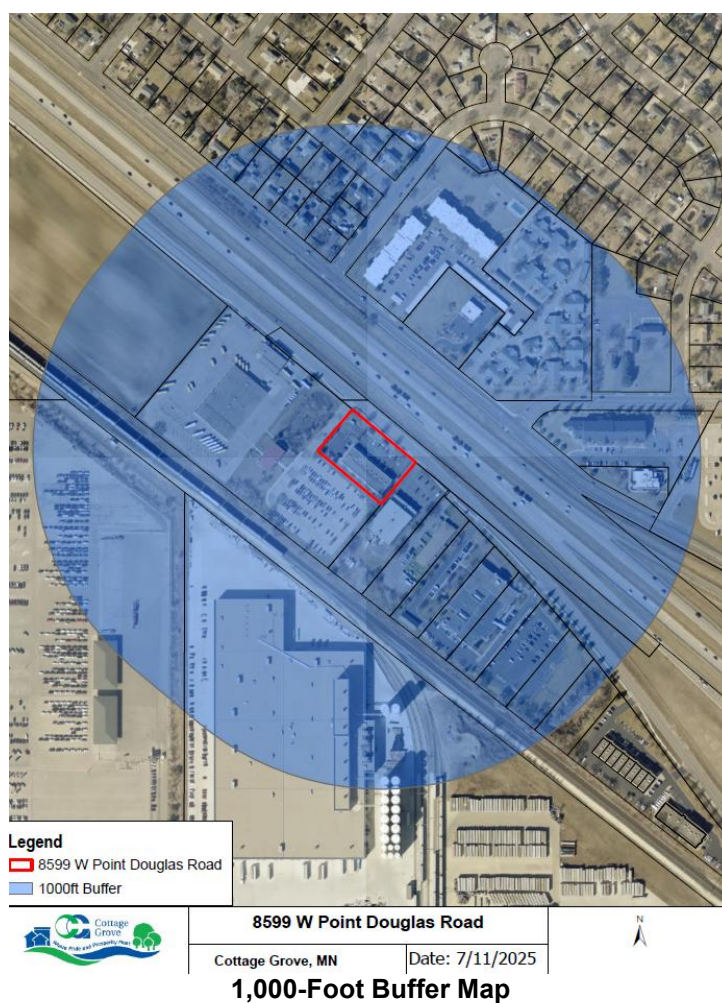
G.6. Cannabis and lower-potency hemp edible uses shall not violate federal laws, state laws, or any provisions of City Code. Cannabis and lower-potency hemp edible uses shall not be a public nuisance or violate Chapter 4, Section 8 regarding odors. The city may impose odor suppression or odor mitigation conditions as part of the conditional use permit.

The business will not be manufacturing or growing cannabis products that would cause an odor. The business has been issued preliminary registration by the Office of Cannabis Management and an inspection of the premises has been conducted and passed by OCM.

G.7. Distance Regulations: Distances from a cannabis use or lower-potency hemp edible use are measured from the storefront of a cannabis or lower-potency hemp edible retail use to the property line of all other cannabis or lower-potency hemp edible uses.

a. There must be at least 1,000 feet between each cannabis or lower-potency hemp edible use.

The business in question is over 1,000 feet from any other lower-potency hemp edible retail uses.



G.8. Signs must comply with the standards in City Code Title 12 for the relevant zoning district in which the use is located except for the following:

- No cannabis business shall have more than two signs.
- Blinking, moving, and flashing signs that are visible from the exterior of the building are prohibited.
- No lower-potency hemp edible use shall advertise the lower-potency hemp edible products on more than one exterior sign.
- No interior sign shall be visible from the exterior of the building.

G.9. Cannabis uses must meet the minimum parking requirements for each type of use as stated in City Code 11-3-4.

Retail establishments must have one space for each 200 square feet of floor area. The business in question shares a parking lot with seven other storefronts with various businesses ranging from pet grooming, salons, and the License Center. The Applicant currently leases 1,429 square feet, 1,000 of which is the retail space; therefore, five parking spaces are needed. There are currently 60 parking spaces on site.

G.10. A security plan must be submitted to and approved by the Director of Public Safety to address security issues in order to protect the public health, safety, and welfare. The security plan must include, but is not limited to, addressing issues surrounding parking, traffic, securing of monetary transactions, building security and alarm systems both internal and external, screening, lighting, window and door placement, landscaping, age verification devices, and hours of operation.

The Applicant has submitted a security plan to the Director of Public Safety for review.

Public Hearing Notices

The public hearing notice for the July 28, 2025, Planning Commission meeting was published in the *Saint Paul Pioneer Press* and mailed on July 16, 2025, to 12 property owners that are within 500 feet of the proposed project. Staff has not received any comments at the time of writing the report.

Recommendation

That the City Council adopt Resolution 2025-107 approving the Conditional Use Permit for a Lower Potency Hemp Edible Retailer at 8599 West Point Douglas Road South Suite #200.

Attachments

Submittal Materials



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

From: Tamara Anderson, City Clerk

Date: August 1, 2025

Subject: Royalty and Sons LLC (DBA: Grove Tobacco) Cannabis Lower-Potency Hemp Edible Business Registration

Introduction

Royalty and Sons LLC, doing business as Grove Tobacco, has applied for a cannabis lower-potency hemp edible business registration for its location at 8599 West Point Douglas Road South, Suite 200.

This application follows regulations for cannabis and lower-potency hemp edible retail businesses, as adopted in Ordinance 1089 on December 4, 2024.

The city ordinance requires all applicants to meet specific performance standards to be granted a cannabis lower-potency hemp edible business registration. Grove Tobacco has met the following requirements:

- **Zoning:** To meet zoning requirements, the applicant must obtain a Conditional Use Permit (CUP).
- **Fees and Taxes:** The applicant has paid the required \$250 registration fee, which covers the first year and the first renewal.
- **The applicant is current on all property taxes, assessments, and other city fees.**
- **State License:** The business holds a preliminary state license from the OCM for the requested operations.
- **Background Check:** The applicant has passed the necessary background check.
- **Inspections:** The business agrees to be open to inspection by local law enforcement or other authorized city officials during regular business hours. The city will conduct compliance checks at least once a year.

The registration is only valid for the specific, contiguous space detailed in the application.

Staff Recommendation

Staff recommends the approval of the Cannabis Lower-Potency Hemp Edible Business Registration for Royalty and Sons LLC (DBA: Grove Tobacco) at the location of 8599 West Point Douglas Road South, Suite #200. City Registration will not be issued, and no Lower-

Potency Hemp Edible sales are permitted until the City receives a copy of the Lower-Potency Hemp Edible license from the Office of Cannabis Management.



To: Director of Public Safety Peter J. Koerner
From: Community Impact Sergeant Mike McCormick
Date: August 1, 2025
Subject: Grove Tobacco – Lower-Potency Hemp Edible Retailer

APPLICANT

Zuhair Fawzi Dahdal
6218 Camden Ave N
Brooklyn Center, Minnesota 55430

INTRODUCTION AND BACKGROUND

On July 7, 2025, Zuhair Fawzi Dahdal applied with the City of Cottage Grove to be a lower-potency hemp edible retailer at the business, Grove Tobacco, at the address of 8599 West Point Douglas Road South, Cottage Grove, MN, 55016.

The application was submitted containing a signed General Release of Information, photocopy of a Minnesota driver's license, Certificate of Compliance, Certificate of Liability Insurance, and an application to the Office of Cannabis Management to sell Hemp Derived Cannabinoid Products in the City of Cottage Grove. The Department of Public Safety is required to conduct a police records review of the applicant.

ORGANIZATIONAL INFORMATION/ NARRATIVE

During this investigation, I found that Dahdal owns and/or operates, through Royalty and Sons Inc, either by himself or with partners and/or ownership groups, a BP Gas Station. This station is located at the address of 6044 Brooklyn Blvd, Brooklyn Center, MN 55429. Dahdal is the Chief Executive Officer for Royalty and Sons Inc.

CRIMINAL/POLICE CONTACTS-APPLICANTS

A criminal history background check utilizing BCA, MGA, ACCURINT, and OSINT was run on Dahdal. I did observe a Domestic Assault charge from June 3rd, 2011, that was dismissed, no other areas of concern were noted.

Upon running the attached copy of the Minnesota DL that was provided, it showed a regular class D License with no restrictions. The Hennepin County Sheriff's Office was contacted and did not have any negative contacts listed for Dahdal. Nothing observed in the last, five year,

“lookback” period and no felony convictions. The following information was in a criminal history search for Dahdal:

- **11/1/2001**-TRAFFIC- MINNEAPOLIS POLICE DEPARTMENT- MOTOR VEHICLE REGISTRATION- PM/CONV.
- **10/27/2005**- TRAFFIC- CHASKA POLICE DEPARTMENT- FAIL TO SIGNAL LANE CHANGE- PM/CONV.
- **01/25/2012**- BROOKLYN CENTER POLICE DEPARTMENT- SALE OF TOBACCO TO PERSON UNDER THE AGE OF 18- PM/CONV.

Nothing else noted that would prohibit Dahdal from obtaining a license to sell low potency THC in the City of Cottage Grove.

ASSOCIATED EMAIL ADDRESSES

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

SOCIAL MEDIA

I, along with our Crime Analyst, completed a search for social media related to Dahdal and his related businesses. A social media account was observed for Dahdal including Royalty and Sons inc. The account was specifically for the BP Gas Station in Brooklyn Center MN which is owned by Royalty and Sons.

Facebook:

[REDACTED]

Zuhair does have an active Facebook and Instagram account. Pictures of family were the common theme for both accounts. Nothing of concern observed.

An Instagram account was also observed for Grove Tobacco. Only business-related information shown on this page. Also, nothing of concern noted or anything that would project poorly on the City of Cottage Grove.

DISCUSSION

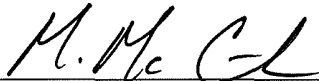
The application, Zuhair Fawzi Dahdal, is complete and in compliance with our ordinance. We have investigated the applicant and have not found any facts, which would constitute a basis for denial of a under the provisions of the City Ordinance.

I did verify through the Cottage Grove City Clerk that the Planning Department has verified the applicant has met the zoning requirements, as outlined in the City of Cottage Grove ordinances, and it was passed at the recent Planning Commission in Cottage Grove.

CLOSING

I have completed a thorough background investigation on Zuhair Fawzi Dahdal. I could find no information which would preclude him from holding a license to sell Low Potency THC in the City of Cottage Grove or information which would bar him from functioning in such capacity.

Community Impact Sergeant Michael McCormick
Background Investigator

A handwritten signature in black ink, appearing to read "M. McCormick", is written over a horizontal line.

Detective Sergeant Michael McCormick
Background Investigator

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2025-107

**A RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR
LOWER POTENCY HEMP EDIBLE RETAILER TO BE LOCATED
AT 8599 WEST POINT DOUGLAS ROAD SOUTH, SUITE #200**

WHEREAS, Royalty & Sons Inc. (dba Grove Tobacco) applied for a Conditional Use Permit for Lower Potency Hemp Edible Retailer to be located at 8599 West Point Douglas Road South Suite #200, at the property legally described below:

Lot 2 Block 1, Glengrove Business Addition, according to the recorded plat thereof, Washington County, Minnesota.

Commonly known as 8599 West Point Douglas Road South, Cottage Grove, Washington County, State of Minnesota.

WHEREAS, public hearing notices were mailed to property owners within 500 feet of the property, and a public hearing notice was published in the St. Paul Pioneer Press; and

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

WHEREAS, the public hearing was open for public testimony. No public testimony was received. The applicant attended the public hearing, and staff and the applicant answered questions from the Planning Commission; and

WHEREAS, the Planning Commission unanimously (5-to-0 vote) recommended that the City Council approve the Conditional Use Permit application for the proposed lower potency hemp edible retailer at their July 28, 2025, meeting.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Cottage Grove, Washington County, Minnesota, hereby approves the Conditional Use Permit for a lower potency hemp edible retailer at the property legally described above, subject to the following conditions:

1. A City of Cottage Grove Low Potency Hemp Edible Retailer registration must be approved prior to conducting sales on site.
2. The business shall maintain registration and licensure with the State of Minnesota Office of Cannabis Management.
3. Signage is not approved with this Conditional Use Permit. Any proposed new signage shall meet the requirements of the City's Sign Ordinance and require a separate building permit.

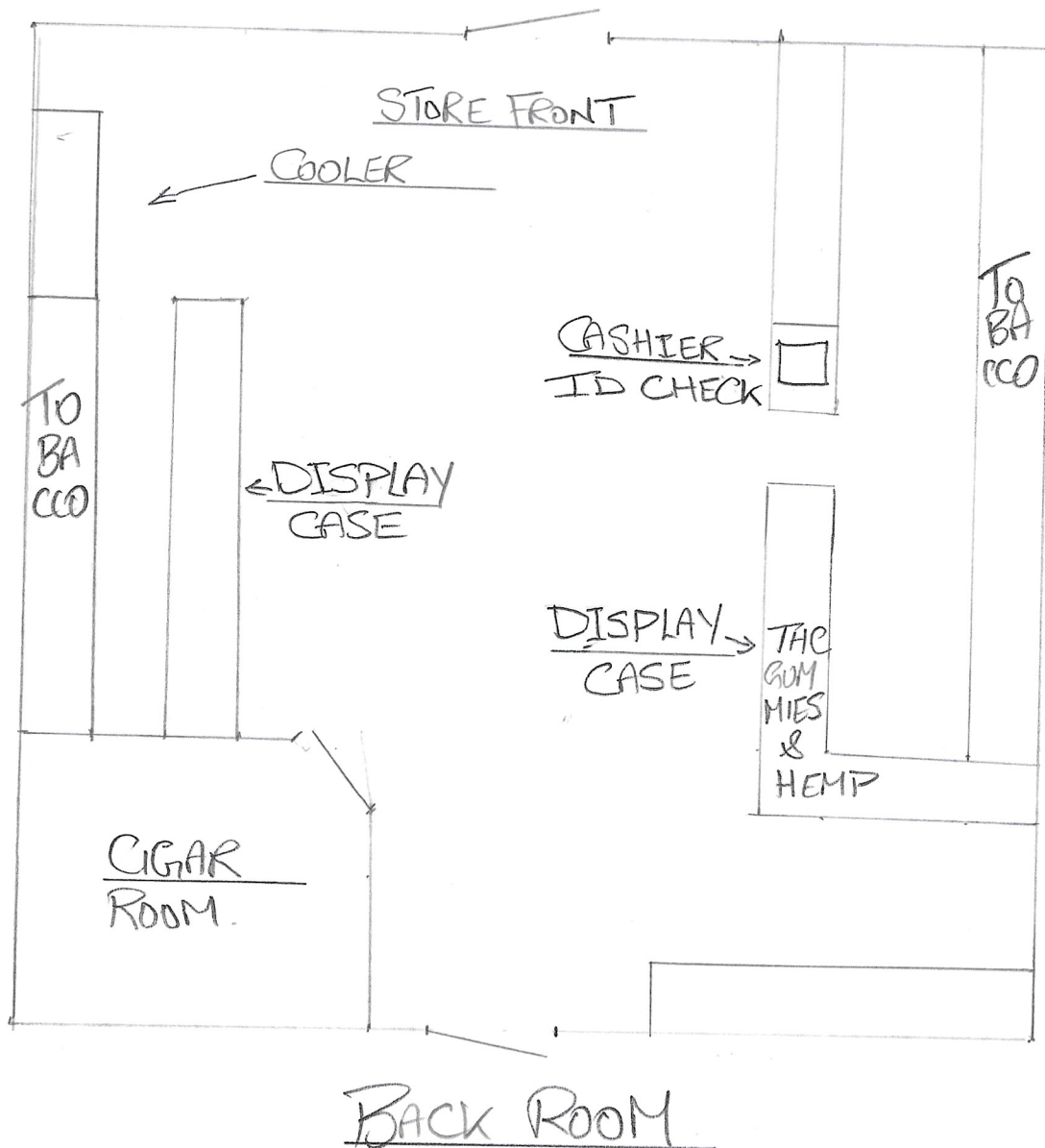
Passed this 6th day of August 2025.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

GROVE TOBACCO





City Council Action Request

7.H.

Meeting Date	8/6/2025		
Department	Administration		
Agenda Category	Action Item		
Title	Temporary Intoxicating Liquor License- Cottage Grove Lions Club		
Staff Recommendation	Authorize issuance of a temporary intoxicating liquor license to Rhonda Anderson on behalf of the Cottage Grove Lions Club for the Cottage Grove Food Truck Festival on September 13, 2025.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>Memo - Public Safety</td></tr></table>	1.	Memo - Public Safety
1.	Memo - Public Safety		

To: City Administrator Jennifer Levitt
From: Director of Public Safety Peter J. Koerner
Date: July 30, 2025
Subject: TEMPORARY LIQUOR LICENSE APPLICATION – CG Lions Club

INTRODUCTION

All locations within the City of Cottage Grove that sell alcoholic beverages are required by State Law and City Ordinance to be licensed.

BACKGROUND

Pursuant to City Ordinance, Rhonda Louise Anderson, on behalf of the Cottage Grove Lions Club, PO Box 002, Cottage Grove, MN 55016, has submitted an application for an On-Sale Temporary 3.2% Malt Liquor License for the Cottage Grove Food Trucks Festival to be held at Kingston Park on September 13, 2025, from 11:00am – 6:00pm. The Department of Public Safety is required to conduct a police investigation of the applicant/manager in charge.

DISCUSSION

The application of the Cottage Grove Lions Club, as submitted, is complete and in compliance with our ordinance.

We have investigated the applicant and have not found any facts which would constitute a basis for denial of an On Sale Temporary Liquor License, under the provisions of the City Liquor Ordinance or Minnesota Statutes relating to alcoholic beverages.

RECOMMENDATION

Recommend that the City Council approve the Liquor License application for the Cottage Grove Lions Club.



Peter Koerner – Director of Public Safety

07/30/2025



City Council Action Request

7.I.

Meeting Date	8/6/2025				
Department	Administration				
Agenda Category	Action Item				
Title	Real Estate Equities LLC - Issuance of Conduit Multifamily Housing Revenue Bonds				
Staff Recommendation	Adopt Resolution 2025-109 for preliminary approval for the issuance of Multifamily Housing Revenue Bonds and an Interim Loan for the benefit of Real Estate Equities, LLC.				
Budget Implication	See Memo				
Attachments	<table><tr><td>1.</td><td>Memo - Cottage Grove 2025 Housing Revenue Bonds</td></tr><tr><td>2.</td><td>Resolution - Cottage Grove 2025 Housing Revenue Bonds</td></tr></table>	1.	Memo - Cottage Grove 2025 Housing Revenue Bonds	2.	Resolution - Cottage Grove 2025 Housing Revenue Bonds
1.	Memo - Cottage Grove 2025 Housing Revenue Bonds				
2.	Resolution - Cottage Grove 2025 Housing Revenue Bonds				



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Rhonda M. Skoby
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rskoby@taftlaw.com

August 1, 2025

BY E-MAIL

City Council
Brenda Malinowski, Finance Director
City of Cottage Grove
12800 Ravine Parkway South
Cottage Grove, MN 55016

Re: Issuance of Conduit Multifamily Housing Revenue Bonds by the City of Cottage Grove for Multifamily Housing Project – Real Estate Equities, LLC

Dear Council Members and Ms. Malinowski:

This letter is provided to follow up on discussions regarding the City of Cottage Grove (the “City” or “Issuer”) acting as the issuer of multifamily housing revenue bonds (the “Bonds”) to finance the acquisition, construction, and equipping of approximately 160-unit multifamily housing development for occupancy by persons of low and moderate income and facilities functionally related and subordinate thereto to be located at the southeast corner of Hadley Avenue South and 100th Street South in the City (the “Project”), at the request of Real Estate Equities, LLC (the “Borrower”). Taft Stettinius & Hollister LLP (“Taft”) will act as bond counsel to the City on the issuance of such Bonds.

On June 5, 2024, the City Council of the City, adopted Resolution 2024-086 (the “Original Preliminary Resolution”), granting preliminary approval to the Bonds, in an approximate principal amount of \$32,000,000, in order to finance a portion of the Project. The City subsequently applied for and received an allocation of volume cap authority from the State of Minnesota authorizing the issuance of \$30,250,000 of tax-exempt bonds. The Borrower has requested an increased issuance of bonds, in the total amount of \$50,000,000 (an increase of \$18,000,000 from the earlier approval granted in the Original Preliminary Resolution).

In order to issue a portion of the increased amount of Bonds on a tax-exempt basis, the Borrower proposes to use “recycled” volume cap authority from the Washington County Community Development Agency’s Multifamily Housing Revenue Bonds (Cottage Grove Bluestem Project), Series 2024, issued in the original aggregate principal amount of \$8,220,000 (the “Recycled Bonds”). The Recycled Bonds are subject to mandatory tender on September 1, 2025.

Section 146(i)(6) of the Internal Revenue Code of 1986, as amended (the “Code”) permits the reuse or recycling of volume cap bonding authority for affordable housing projects and treats such reuse as a refunding for tax purposes if: (i) the “refunding” occurs within four (4) years after the original bonds were issued; (ii) the “refunding” bonds are issued within six (6) months after the principal payment of the original

bonds; and (iii) the “refunding” bonds mature within thirty-four (34) years of the original issue date. The Borrower has represented that the Recycled Bonds would satisfy this criteria.

If the City approves the use of the Recycled Bonds to increase its ability to issue additional tax-exempt bonds for the Borrower, the City would enter into a Joint Powers Agreement with the Washington County Community Development Agency. The City would borrow the outstanding amount of the Recycled Bonds from an interim lender (the “Interim Loan”). Bridgewater Bank, a Minnesota banking association, is proposed as the interim lender (the “Interim Lender”). The Borrower would deposit an amount equal to the Interim Loan with the Interim Lender to fully collateralize the Interim Loan. On the Mandatory Tender Date, the Interim Loan would be used to redeem the Recycled Bonds, thus making the volume cap allocated to the Recycled Bonds available to the new tax-exempt Bonds to be issued for the Project. The cash-collateralized Interim Loan would remain outstanding until the new Bonds are issued for the project. If the new Bonds are not issued, the cash collateral provided by the Borrower would be used to repay the Interim Loan in full.

The remainder of the requested increase in bond issuance would be issued on a taxable basis, and that portion therefore does not require volume cap authority.

As with the originally proposed and preliminarily approved Bonds, the increased amount of tax-exempt recycling Bonds and the taxable Bonds would be issued on a “conduit” basis. The City and the Borrower would enter into a Loan Agreement under which the Borrower will agree to pay all principal and interest on the Bonds. The Issuer will assign all of its rights to payments under the Loan Agreement to a lender or trustee and loan the purchase price of the Bonds directly to the Borrower. The Issuer is merely a conduit and the money and obligations flow only between the lender or trustee and the Borrower.

The Bonds and the resolutions adopted by the Issuer will recite that the Bonds, if and when issued, will not to be payable from or charged upon any of the Issuer’s funds, other than the revenues received under the Loan Agreement and pledged to the payment of the Bonds, and the Issuer is not subject to any liability on the Bonds. No holder of the Bonds will ever have the right to compel any exercise by the Issuer of its taxing powers to pay any of the principal of the Bonds or the interest or premium thereon, or to enforce payment of the Bonds against any property of the Issuer except the interests of the Issuer in payments to be made by the Borrower under the Loan Agreement. The Bonds will not constitute a charge, lien, or encumbrance, legal or equitable, upon any property of the Issuer, except the interests of the Issuer in payments to be made by the Borrower under the Loan Agreement. The Bonds are not moral obligations on the part of the State or its political subdivisions, including the Issuer, and the Bonds will not constitute a debt of the Issuer within the meaning of any constitutional or statutory limitation.

The issuance of the Bonds will not affect the Issuer’s credit rating on bonds it issues for municipal purposes. The Borrower is responsible for paying all costs of issuing the Bonds, including Taft’s fees as bond counsel. The City’s administrative fee for issuing the Bonds would be based on the total amount of Bonds issued.

The Bonds will be issued in accordance with Minnesota Statutes, Chapter 462C. Multifamily housing development bonds are not applied against the City’s \$10,000,000 calendar-year limit on bank-qualified bonds. Therefore, this issuance will not affect the bank-qualified status of the City’s own general obligation bonds issued earlier this year.

The proposed resolution that accompanies this letter preliminary approves the issuance of Bonds in the increased amount of \$50,000,000, approves the Interim Loan for the use of the Recycled Bonds

City of Cottage Grove

August 1, 2025

Page 3

volume cap, and calls for a public hearing on August 20th. Following the public hearing, a resolution for the approval of the Joint Powers Agreement and the Interim Loan documents would be presented for the City's consideration at that August 20th meeting. Because the Mandatory Tender Date for the Recycled Bonds is September 1, if the City wishes to apply recycling bonds as requested by the Borrower, the August 20th meeting is the last scheduled meeting where that approval may be timely granted.

A resolution for the final approval of the Bonds would follow later in the year when the terms of the Bonds have been agreed upon and the Bond Documents have been prepared. If the Bonds are to be issued, they must be approved and issued prior to the expiration of the volume cap allocation on December 31, 2025.

Please let me know if you would like to discuss any aspect of the proposed financing. The Borrower and its underwriter have also indicated that they will make themselves available for discussion.

Very truly yours,

/s/ Rhonda M. Skoby

cc: Mary Ippel, Taft

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

HELD: AUGUST 6, 2025

Pursuant to due call and notice thereof, a regular or special meeting of the City Council of the City of Cottage Grove, Washington County, Minnesota, was duly held at City Hall on August 6, 2025, at 7:00 P.M., for the purpose, in part, of granting preliminary approval to the issuance of Multifamily Housing Revenue Bonds.

The following members were present:

and the following were absent:

Councilmember _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. 2025-109

RESOLUTION PROVIDING PRELIMINARY APPROVAL TO THE ISSUANCE OF MULTIFAMILY HOUSING REVENUE BONDS AND AN INTERIM LOAN, UNDER MINNESOTA STATUTES, CHAPTERS 462C AND 474A, AS AMENDED, FOR THE BENEFIT OF REAL ESTATE EQUITIES, LLC OR AN AFFILIATE, SUCCESSOR, OR ASSIGN, AND TAKING OTHER ACTIONS IN CONNECTION THEREWITH

BE IT RESOLVED by the City of Cottage Grove, Minnesota (the "City"), as follows:

1. Recitals.

1.01. Pursuant to Minnesota Statutes, Chapter 462C, as amended (the "Housing Act"), the City is authorized to carry out the public purposes described in the Housing Act by providing for the issuance of revenue bonds or other obligations to provide funds to finance multifamily housing developments.

1.02. Real Estate Equities, LLC, a Minnesota limited liability company, or an affiliate, successor, or assign (collectively, the "Borrower"), has proposed to acquire, construct, and equip an approximately 160-unit multifamily housing development for occupancy by persons of low and moderate income and facilities functionally related and subordinate thereto to be located at the southeast corner of Hadley Avenue South and 100th Street South in the City (the "Project").

1.03. The Borrower has requested the assistance of the City and requested that the City issue one or more series of taxable or tax-exempt multifamily housing revenue bonds (the "Bonds") under the provisions of the Housing Act.

1.04. On June 5, 2024, the City Council of the City adopted Resolution 2024-086 (the "Original Preliminary Resolution"), granting preliminary approval to the Bonds, in an approximate maximum aggregate principal amount of \$32,000,000, in order to finance a portion of the Project, and approving the submission of an application to the State of Minnesota Department of Management and Budget ("MMB") for an allocation of tax-exempt bonding authority in

accordance with the requirements of Section 146 of the Internal Revenue Code of 1986, as amended (the “Code”) and the requirements of Minnesota Statutes, Chapter 474A, as amended (the “Allocation Act”).

1.05. The City submitted an application to MMB and on July 7, 2025, the City received Certificate of Allocation No. 514 from MMB allocating tax-exempt bonding authority of the State of Minnesota to the City for the Project in the amount of \$30,250,000, pursuant to the Allocation Act.

1.06. Section 146(i)(6) of the Code permits the reuse or “recycling” of bonding authority for affordable housing projects and treats such reuse as a refunding for tax purposes if: (i) the “refunding” occurs within four (4) years after the original bonds were issued; (ii) the “refunding” bonds are issued within six (6) months after the principal payment of the original bonds; and (iii) the “refunding” bonds mature within thirty-four (34) years of the original issue date.

1.07. The Borrower determined that it needs to obtain additional tax-exempt financing for the Project. The Borrower has requested the issuance of an additional principal amount of \$18,000,000, in one or more series of tax-exempt or taxable bonds, for a total principal issuance of approximately \$50,000,000, in order to finance the costs of the Project.

1.08. The Borrower has proposed to the City that the tax-exempt portion of the Bonds to be issued by the City exceeding \$30,250,000 (the “Recycled Portion”) be issued using recycled allocation as permitted by Section 146(i)(6) of the code. It is proposed that the City reuse bonding authority from the Multifamily Housing Revenue Bonds (Cottage Grove Bluestem Project), Series 2024 (the “Original Bonds”), issued by the Washington County Community Development Agency (the “Recycled Bond Issuer”) in the original aggregate principal amount of \$8,220,000.

1.09. To enable the City to reuse or recycle bonding authority from the Original Bonds, the Borrower has requested that the City enter into a Joint Powers Agreement with the Recycled Bond Issuer, pursuant to Minnesota Statutes, Section Sections 471.59 and 471.656, as amended, and that the City approve the issuance of the Bonds, including temporary or interim financing to preserve the recycled bonding authority, such interim financing consisting of a taxable single advance term loan from Bridgewater Bank, a Minnesota banking association (the “Interim Lender”), in the principal amount not to exceed the principal amount of the Original Bonds (the “Interim Loan”), in the interim period between the redemption of all or a portion of the Original Bonds and the issuance of the Bonds by the City. To facilitate the preservation and recycling of bonding authority from the Original Bonds, the Borrower will deposit or cause to be deposited with the Interim Lender funds intended for repayment of the loan funded by the proceeds of the Original Bonds (the “Interim Loan Collateral Fund”).

1.10. The Original Bonds are subject to mandatory tender for purchase on September 1, 2025, and will be tendered for purchase and redeemed on September 1, 2025, or on the next succeeding business day (the “Redemption Date”). On the Redemption Date, the City will be deemed to have drawn principal on the Interim Loan in an amount sufficient to redeem all or a portion of the outstanding principal amount of the Original Bonds, as authorized under the Joint Powers Agreement, and the trustee for the Original Bonds will apply such amount to the redemption and prepayment of the Original Bonds. After redemption of the Original Bonds, the bonding authority therefrom will be reused by the City to issue the Recycled Portion of the Bonds.

Upon the issuance of the Bonds by the City, the Recycled Portion will be used to repay the Interim Loan, and the funds on deposit in the Interim Loan Collateral Fund will be transferred to the project fund for the Bonds and thereby used by the City to provide a new loan to the Borrower in the aggregate principal amount equal to the Recycled Portion for the Project pursuant to the financing agreement between the Borrower and the City.

1.11. As a condition to the issuance of the Bonds, the City must prepare and adopt a housing program providing the information required by Section 462C.03, subdivision 1a of the Housing Act (the "Housing Program").

1.12. Under Section 147(f) of the Code, prior to the issuance of the Bonds, the Council must conduct a public hearing after providing notice in a newspaper of general circulation in the City or on the City's website at least seven (7) days before the hearing, and under Section 462C.04, subdivision 2 of the Housing Act, a public hearing must be held on the Housing Program after one publication of notice in a newspaper circulating generally in the City at least ten (10) days before the hearing.

Section 2. Preliminary Findings. Based on representations made by the Borrower to the City to date, the City Council hereby makes the following preliminary findings, determinations, and declarations:

2.01. The Bonds will finance a multifamily housing development in the City, designed and intended to be used for rental occupancy.

2.02. The proceeds of the Bonds and the Interim Loan will be loaned to the Borrower and the proceeds thereof, along with other available funds, will be used to finance all or a portion of the costs of the acquisition, construction, and equipping of the Project, capitalized interest during the construction of the Project, required reserve funds (if any), and the costs of issuance of the Bonds. The City will enter into a loan agreement or agreements (or other revenue agreement) with the Borrower requiring loan repayments from the Borrower in amounts sufficient to repay the loan of the proceeds of the Bonds and Interim Loan when due and requiring the Borrower to pay all costs of maintaining and insuring the Project, including taxes thereon.

2.03. In preliminarily authorizing the issuance of the Bonds and Interim Loan, the City's purpose is and the effect thereof will be to promote the public welfare of the City and its residents by retaining and improving multifamily housing developments and otherwise furthering the purposes and policies of the Housing Act.

2.04. The Bonds and Interim Loan will be special, limited obligations of the City payable solely from the revenues pledged to the payment thereof, will not be a general or moral obligation of the City, and will not be secured by or payable from revenues derived from any exercise of the taxing powers of the City.

Section 3. Public Hearing. The City Council shall meet on August 20, 2025, or such other date to be determined by City staff, to conduct a public hearing on the Housing Program, the Project, and the issuance of the Bonds and Interim Loan by the City. Notice of such hearing (the "Public Notice") will be published and/or posted as required by Section 462C.04, subdivision 2 of the Housing Act and Section 147(f) of the Code. Bond Counsel is hereby authorized and directed to publish the Public Notice, in substantially the form attached hereto as EXHIBIT A, in the *Pioneer Press*, the official newspaper of and a newspaper of general circulation in the City, at least ten (10)

days prior to the meeting of the City Council at which the public hearing will take place. At the public hearing reasonable opportunity will be provided for interested individuals to express their views, both orally and in writing, on the Project, the Housing Program, and the proposed issuance of the Bonds and Interim Loan.

Section 4. Housing Program. Bond Counsel shall prepare the Housing Program for the Project on behalf of the City. Bond Counsel is authorized and directed to submit, on behalf of the City, the Housing Program to Metropolitan Council for review and comment pursuant to Section 462C.04, subdivision 2 of the Housing Act.

Section 5. Preliminary Approval. The City Council hereby provides preliminary approval to the issuance of the Bonds and the Interim Loan in the approximate amount of \$50,000,000, subject to: (i) a public hearing as required by the Housing Act and Section 147(f) of the Code; (ii) final approval of the Interim Loan and Joint Powers Agreement following the preparation of interim loan documents; (ii) final approval of the Bonds following the preparation of bond documents; and (iii) final determination by the City Council that the financing of the Project and the issuance of the Bonds and Interim Loan are in the best interests of the City.

Section 6. Costs. The Borrower will pay the administrative fees of the City and pay, or, upon demand, reimburse the City for payment of, any and all costs incurred by the City in connection with the Project and the issuance of the Bonds and Interim Loan, whether or not the Bonds or Interim Loan are issued.

Section 7. Commitment Conditional. The adoption of this resolution does not constitute a guaranty or firm commitment that the City will issue the Bonds or Interim Loan as requested by the Borrower. The City retains the right in its sole discretion to withdraw from participation and accordingly not to issue the Bonds or Interim Loan, or issue the Bonds or Interim Loan in an amount less than the amount referred to herein, should the City at any time prior to issuance thereof determine that it is in the best interest of the City not to issue the Bonds or Interim Loan, or to issue the Bonds or Interim Loan in an amount less than the amount referred to in Section 5 hereof, or should the parties to the transaction be unable to reach agreement as to the terms and conditions of any of the documents required for the transaction.

Section 8. Effective Date. This resolution shall be in full force and effect from and after its passage.

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

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Mayor

City Clerk

EXHIBIT A

NOTICE OF PUBLIC HEARING

CITY OF COTTAGE GROVE, MINNESOTA

NOTICE OF PUBLIC HEARING ON THE APPROVAL OF A HOUSING PROGRAM FOR A MULTIFAMILY HOUSING DEVELOPMENT AND THE ISSUANCE OF REVENUE BONDS AND AN INTERIM LOAN UNDER MINNESOTA STATUTES, CHAPTERS 462C AND 474A, AS AMENDED, FOR THE BENEFIT OF REAL ESTATE EQUITIES, LLC, OR AN AFFILIATE, SUCCESSOR, OR ASSIGN

NOTICE IS HEREBY GIVEN that the City Council of the City of Cottage Grove, Minnesota (the "City") will hold a public hearing on Wednesday, August 20, 2025 at or after 7:00 p.m. at City Hall, located at 12800 Ravine Parkway South in the City, to consider a proposal that the City approve and authorize the issuance of one or more series of tax-exempt or taxable revenue bonds and an interim loan (the "Obligations") pursuant to Minnesota Statutes, Chapters 462C and 474A, as amended (the "Housing Act"), and Minnesota Statutes Sections 471.59 and 471.656, as amended (the "Joint Powers Act," and together, the "Act"), for the purposes of financing all or a portion of the costs of (i) the acquisition, construction, and equipping of approximately 160-unit multifamily housing development for occupancy by persons of low and moderate income and facilities functionally related and subordinate thereto to be located at the southeast corner of Hadley Avenue South and 100th Street South in the City (the "Project"); (ii) any required reserve funds; (iii) capitalized interest during the construction of the Project; and (iv) the costs of issuing the Obligations. Real Estate Equities, LLC, a Minnesota limited liability company, or an affiliate, successor, or assign (collectively, the "Borrower"), will own the Project. The aggregate principal amount of the proposed Obligations is estimated not to exceed \$50,000,000.

Following the public hearing, the City Council will consider a resolution approving a housing program prepared in accordance with the requirements of the Act and granting approval to the issuance of the Obligations.

The Obligations if and when issued will be special, limited obligations of the City, and the Obligations and interest thereon will be payable solely from the revenues and assets pledged to the payment thereof. No holder of any Obligation will have the right to compel any exercise of the taxing power of the City to pay the Obligations or the interest thereon, nor to enforce payment against any property of the City except money payable by the Borrower to the City and pledged to the payment of the Obligations. Before issuing the Obligations, the City will enter into an agreement with the Borrower, whereby the Borrower will be obligated to make payments at least sufficient at all times to pay the principal of and interest on the Obligations when due.

At the time and place fixed for the public hearing, the City Council will give all persons who appear at the hearing an opportunity to express their views with respect to the proposal. In addition, interested persons may direct any questions or file written comments respecting the proposal with the City Administrator, at or prior to said public hearing.

Dated: [Date of Publication]

BY ORDER OF THE CITY COUNCIL OF THE CITY OF COTTAGE GROVE, MINNESOTA



City Council Action Request

7.J.

Meeting Date	8/6/2025		
Department	Administration		
Agenda Category	Action Item		
Title	Weinmann Settlement		
Staff Recommendation	Approve the Settlement Agreement to resolve the Weinmann appeal and authorize the payment of \$630.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>Council Packet re Weinmann Settlement - 07-31-25</td></tr></table>	1.	Council Packet re Weinmann Settlement - 07-31-25
1.	Council Packet re Weinmann Settlement - 07-31-25		



To: Honorable Mayor Bailey and Members of the City Council
From: Kori Land, City Attorney, David Sienko, Litigation Counsel
Date: July 31, 2025
Subject: Weinmann v. City of Cottage Grove – Special Assessment Appeal

BACKGROUND

On October 16, 2024, the City Council in Resolution 2024-143 adopted the assessment roll for the City's 2024 Pavement Management Project (the "Project"). Every residential property within the Project was assessed \$6,363.11. Before the City adopted the assessment roll, it performed an appraisal analysis which determined the special benefit to the residential properties was \$7,500. Based on the City's appraisal and the assessment, the special benefit was greater than the assessed amount.

Two property owners objected at the assessment hearing and filed an appeal. Eli Weinmann appealed his assessment, Washington County Case file number 82-CV-24-5849 (the "Weinmann Appeal") and Jacob Robinson and Kristin Robinson (the "Robinsons") appealed their assessment. The City and the two appellants attended mediation on April 24, 2025. After mediation, the Robinsons reached a settlement agreement with the City while Weinmann did not.

Discussions between the City and Weinmann continued, and the parties have agreed to settle the Weinmann Appeal for the same terms as the Robinsons (the "Settlement Agreement"). The terms are that Eli Weinmann will dismiss his appeal and pay the special assessment in full and on the same payment terms as all other assessed property owners. The City will reimburse Weinmann for his share of the mediation costs, which is \$630.

Attached to this Memo is a partially executed Settlement Agreement for the Weinmann Appeal, Approving the Settlement Agreement for Weinmann finalizes all legal challenges to the special assessment.

ACTION REQUESTED:

Approve the attached Settlement Agreement to resolve the Weinmann Appeal and authorize the payment of \$630.00.

STATE OF MINNESOTA
COUNTY OF WASHINGTON

DISTRICT COURT
TENTH JUDICIAL DISTRICT

Case Type: Assessment Appeal

Eli K. Weinmann

Court File No.: 82-CV-24-5849

Appellant,

**SETTLEMENT
AGREEMENT**

v.

The City of Cottage Grove,
Washington County, Minnesota

Respondent.

1. This Agreement is binding, and the parties have been advised, in writing, of the following:

2. All claims, counterclaims or crossclaims and third-party claims will be dismissed with prejudice and without an award of costs to any of the parties.

3. The City of Cottage Grove shall pay the mediator's fees for the City's portion and the portion attributable to Appellant Eli K Weinmann. The payment of \$630.00 will be made directly to Appellant Eli K. Weinmann after receipt of an executed W-9 tax document for Appellant's portion of the mediation cost.

4. Appellant Eli K. Weinmann and Respondent The City of Cottage Grove ("Settling Parties"), in consideration of the mutual release by each of the other, and in consideration of the other covenants and conditions contained herein, hereby release and discharge each other, their shareholders, directors, officers, insurers and attorneys, employees, agents, subsidiaries, dealers, distributors, successors and assigns, from any and

all claims, damages, causes of action or suits of any kind or nature whatsoever, which they may now have or claim to have against each other, arising out of or relating to the design, construction, marketing, sale, purchase, ownership or occupancy of the property located at 9498 79th Street South, Cottage Grove, Minnesota 55016, Parcel No: 10.027.21.43.0071 (“Property”), which were, or could have been asserted in the assessment appeal now pending in Washington County District Court, Tenth Judicial District, State of Minnesota, Court File No. 82-CV-24-5849.

5. Appellant Eli K. Weinmann will pay the subject special assessment of Six Thousand Six Hundred Sixty-Three and 11/100 (\$6,363.11) Dollars in full and for the same term of years and interest rate as all other assessments for the project. The City of Cottage Grove will not amend or change any term of the special assessment against Appellant Eli K. Weinmann’s property.

6. As the compromise of disputed claims, this Agreement is not an admission by any of the parties.

7. The Settling Parties will cooperate fully and execute all supplementary documents and will take all additional actions as may be reasonably required or appropriate to effectuate the purpose and intent of this Agreement, including executing and filing a stipulation to dismiss the special assessment appeal.

8. The Settling Parties may execute this Agreement separately and may execute this Agreement electronically such as DocuSign, and each separate signed document shall be deemed an original regardless of the date of its execution and delivery, and these counterparts together shall be the same Agreement.

9. This Agreement and any documents executed and delivered contemporaneously therewith are the entire agreement between the Settling Parties, supersedes any prior or contemporaneous oral or written discussions, negotiations, and/or commitments between the parties and can be amended only in writing signed by all parties.

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Eli K. Weinmann v. The City of Cottage Grove
Mediated Settlement Agreement

Dated: _____

7/29/25 

Eli K. Weinmann
9498 79th Street South
Cottage Grove, MN 55016
weinmann4@gmail.com
Pro Se Appellant

Eli K. Weinmann v. The City of Cottage Grove
Settlement Agreement

CITY OF COTTAGE GROVE

Dated: _____

By _____
Myron Bailey
Its: Mayor
Respondent

Dated: _____

By _____
Tammy Anderson
Its: City Clerk
Respondent

LEVANDER, GILLEN & MILLER, P.A.

Dated: _____

By _____
Korine L. Land, Lic. No. 262432
David L. Sienko, Lic. No. 391910
Matthew Ziebarth, Lic. No. 0504032
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
Telephone: (651) 451-1831
kland@levander.com
dsienko@levander.com
mziebarth@levander.com

Attorneys for City of Cottage Grove



City Council Action Request

7.K.

Meeting Date	8/6/2025		
Department	Administration		
Agenda Category	Action Item		
Title	2026 Patrol K9 Authorization		
Staff Recommendation	Authorize the addition of a K9 handler and K9 patrol team in January 2026. Authorize the submission of a USSPCA/AKC grant application for \$7,500 to offset the cost of the K9 purchase.		
Budget Implication	None		
Attachments	<table border="1"><tr><td>1.</td><td>Council Memo-K9 Addition</td></tr></table>	1.	Council Memo-K9 Addition
1.	Council Memo-K9 Addition		



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

From: Peter J Koerner, Director of Public Safety

Date: July 31, 2025

Subject: **PATROL K9 AUTHORIZATION FOR 2026**

INTRODUCTION

The Cottage Grove Police Department (CGPD) has a long-standing Patrol K9 Program. Patrol K9s have proven to be an invaluable search, apprehension, public relations, and recruiting resource. Currently, we have two Patrol K9/Handler teams. Both teams are assigned to the night shift, meaning there is no daytime Patrol K9 working in Cottage Grove. When a K9 need arises during the day, CGPD is dependent upon mutual aid. Often, there is a significant response time or no K9 available.

In CGPD's 5-Year Strategic Plan, we identified the goals of building a succession plan and increasing the coverage of our Patrol K9 Program. This can be accomplished by adding a third Patrol K9/Handler team in 2026.

With planning for an additional K9 in 2026, we face some challenges with timing. We try to get the 2026 patrol schedule posted at the end of September, so we identify the specialty positions. An additional challenge is purchasing a dog and scheduling training. With final budget approval in December of 2025, that does not give us time for scheduling, purchasing the dog, etc. The training is tentatively scheduled for January of 2026, making our approval needed so the dog can be purchased and delivered prior to the course.

At the recent budget workshop, we discussed the goal of adding an additional K9 position for 2026. We started the process and hope to apply for a grant when opened in September.

Recently, CGPD selected Officer Sydney Whelan as the next K9 Handler, understanding that we need final budget approval. One of the 2026 fleet additions was outfitted as a future K9 squad. Tentatively, we have reserved a seat in the upcoming St. Paul Police Department's K9 Handler course. We've also expressed interest in attending a K9 Handler course in Washington County, if available. The course in Washington County would be preferred because there would be no fee.

The current costs associated with a new Patrol K9/Handler team are:

- Purchase of K9 \$14,000
- Equipment \$8,608
- Initial training \$5,000 (No cost, if Washington County hosts a course)
- Squad No additional cost

- Wages (5% incentive) \$7,780

CGPD's past K9s were purchased with the assistance of a United States Police Canine Association/American Kennel Association grant (USPCA/AKA) and donations. CGPD expects to receive \$7,500 from the USPCA/AKA grant, if a grant application is submitted in September 2025. Also, preliminary conversations with local service organizations and citizens indicate a willingness to donate toward this cause.

We expect the purchase of the canine, equipment, and initial training to be covered by the grant and donations. The cost of the handler's wage to be cost neutral in the overall budget because the human trafficking task force detective position will not be filled in 2026. We are reallocating that specialty pay so there is no negative impact on the budgeted salaries.

RECOMMENDATION

1. Authorize the addition of a third K9 Handler and Patrol K9 team in January 2026.
2. Authorize the submission of a USPCA/AKC grant application in the amount of \$7,500 to offset the cost of the K9 purchase.



City Council Action Request

7.L.

Meeting Date 8/6/2025

Department Administration

Agenda Category Action Item

Title Minnesota Opioid Settlement Authorization

Staff Recommendation Approve Resolution 2025-102 authorizing city staff to execute all necessary documents to ensure the City of Cottage Grove's participation in the opioid settlement agreements, including participation agreements and accompanying release and the state-subdivision agreements, unless and until such authority is revoked.

Budget Implication N/A

Attachments

1.	Memo - Opioid Updated Memo
2.	Opiod Resolution 2025-102



To: Honorable Mayor and City Council Members
Jennifer Levitt, City Administrator
From: Tamara Anderson, City Clerk
Date: 7/21/2025
Subject: Minnesota Opioid Settlement Authorization

Background

As you know, the City of Cottage Grove, alongside the State of Minnesota and many other local governments, has been actively involved in nationwide litigation against various participants in the opioid supply chain. These lawsuits are crucial for holding those responsible for the opioid crisis accountable and for securing much-needed funds to support abatement and remediation efforts within our community.

In December 2021, the City Council approved Resolution 2021-164. This resolution authorized staff to sign the Memorandum of Agreement with the State of Minnesota concerning opioid settlements involving distributors such as McKesson, Cardinal Health, Amerisource Bergen, and Johnson & Johnson.

Since then, the Minnesota Attorney General's office has continued its instrumental work, successfully negotiating additional multistate settlement agreements with several other opioid supply chain participants.

Given these ongoing developments, staff is requesting authorization to sign future settlement agreements facilitated by the Minnesota Attorney General's office. Granting this approval will ensure the City of Cottage Grove secures its rightful share of these essential settlement funds, directly benefiting our community's efforts to combat the opioid crisis.

Recommendation:

Approve Resolution 2025-102 authorizing city staff to execute all necessary documents to ensure the City of Cottage Grove's participation in the opioid settlement agreements, including participation agreements and accompanying release and the state-subdivision agreements, unless and until such authority is revoked.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2025-102

**RESOLUTION AUTHORIZING THE CITY OF COTTAGE GROVE STAFF TO
EXECUTE ALL NECESSARY DOCUMENTS TO ENSURE THE CITY OF
COTTAGE GROVE PARTICIPATION IN THE MULTISTATE SETTLEMENTS
RELATING TO OPIOID SUPPLY CHAIN PARTICIPANTS, AND IN THE
MINNESOTA OPIOIDS STATE-SUBDIVISION MEMORANDUM OF
AGREEMENT.**

WHEREAS, the State of Minnesota and numerous Minnesota cities and counties are engaged in nationwide civil litigation against opioid supply chain participants related to the opioid crisis; and

WHEREAS, the Minnesota Attorney General has signed on to multistate settlement agreements with several opioid supply chain participants, but those settlement agreements are still subject to sign-on by local governments and final agreement by the companies and approval by the courts; and

WHEREAS, for the April 2023 agreements there is a deadline of April, 18 2023, for a sufficient threshold of Minnesota cities and counties to sign on to the above-referenced multistate settlement agreements, and failure to timely sign on may diminish the amount of funds received by not only that city or county but by all Minnesota cities and counties from the settlement funds; and

WHEREAS, representatives of Minnesota's local governments, the Office of the Attorney General, and the State of Minnesota have reached agreement on the intrastate allocation of these settlement funds between the State, and the counties and cities, as well as the permissible uses of these funds, which will be memorialized in the Minnesota Opioids State-Subdivision Memorandum of Agreement, as amended (the "State-Subdivision Agreement"); and

WHEREAS, the State-Subdivision Agreement creates an opportunity for local governments and the State to work collaboratively on a unified vision to deliver a robust abatement and remediation plan to address the opioid crisis in Minnesota;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, supports and agrees to the State-Subdivision Agreement; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, supports and opts in to the April 2023 multistate agreement and all future multistate settlement agreements with opioid supply chain participants; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, authorizes city staff to execute all necessary documents to ensure Cottage Grove's participation in the multistate settlement agreements, including Participation Agreement(s) and accompanying Release(s), and the State-Subdivision Agreement(s), unless and until such authority is revoked.

Passed this 6th day of August, 2025.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



City Council Action Request

7.M.

Meeting Date	8/6/2025						
Department	Public Works						
Agenda Category	Action Item						
Title	Low Zone Water Treatment Plant Change Order #4						
Staff Recommendation	Approve Change Order #4 in the amount of \$370,122.73 for the Low Zone Water Treatment Plant project, funded by the 3M Settlement, increasing the current contract amount from \$40,262,696.20 to \$40,632,818.93.						
Budget Implication	\$370,122.73 – 3M Settlement Funds						
Attachments	<table><tr><td>1.</td><td>01 Memo - Low Zone Water Treatment Plant Change Order 4_2025-7-9</td></tr><tr><td>2.</td><td>02 LZWTP Change Order #4 Summary Letter</td></tr><tr><td>3.</td><td>03 LZWTP Change Order #4</td></tr></table>	1.	01 Memo - Low Zone Water Treatment Plant Change Order 4_2025-7-9	2.	02 LZWTP Change Order #4 Summary Letter	3.	03 LZWTP Change Order #4
1.	01 Memo - Low Zone Water Treatment Plant Change Order 4_2025-7-9						
2.	02 LZWTP Change Order #4 Summary Letter						
3.	03 LZWTP Change Order #4						



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

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

Date: July 9, 2025

Re: Low Zone Water Treatment Plant Project – Change Order #4

Background/ Discussion

The Low Zone Water Treatment Plant project was awarded at the August 2, 2023 City Council meeting to Rice Lake Construction Group in the total bid contract amount of \$39,078,155. As the Council will recall, the base bid for the project also included non-settlement eligible costs for work for the Utility and Engineering building (\$774,017) and SCADA system upgrades (\$895,355). The Low Zone Water Treatment Plant portion of the project costs, subtracting the costs for the Utility and Engineering building and SCADA system upgrades, is \$37,408,783, which is fully funded by the 3M Settlement as an identified project in the Conceptual Drinking Water Supply Plan.

This change order includes several items that need to be changed or added to the project. The change order items are all 3M Settlement eligible, so no City funds will be used to cover these expenses. Attached with this memo is a letter from the design engineer providing a detailed summary of the change order items.

The change order items include:

- Site Irrigation and Landscaping Revisions
- Door Hardware and Camera Revisions
- Surge Tanks
- Chemical Feed Revisions
- Surge Valve Isolation
- Xcel Service Installation Winter Surcharge

The cost of the additions results in the change order amount of \$370,122.73. The costs of this change order are well within the balance of the project contingency that was approved with the grant agreement, which, accounting for CO #1, CO #2 and CO #3, is \$674,563.80. The MPCA has been updated on the costs and reasoning behind the change order.

With this change order, the total contract amount for this project would increase to \$40,632,818.93.

Recommendation

It is recommended that the City Council approve Change Order #4 in the amount of \$370,122.73 for the Low Zone Water Treatment Plant project, funded by the 3M Settlement, increasing the current contract amount from \$40,262,696.20 to \$40,632,818.93.

To:	Ryan Burfeind	From:	Brian Lintgen
	Cottage Grove Public Works Director		Minneapolis
Project/File:	193805365	Date:	June 6, 2025

Reference: Low Zone WTP - Change Order No. 4 Discussion

The Cottage Grove Low Zone Water Treatment Plant construction is nearly complete and the plant will be producing water in the next two weeks. During the course of construction, changes from the bid plan are sometimes required. The following summarizes the background for the changes presented in Change Order No. 4.

- Site Irrigation and Landscaping Revisions
 - It was determined that the site irrigation system needed a secondary feed point to allow for continued operation during periods of extended drought, when the original water source (onsite stormwater pond) could become dry. To accomplish this, a connection to the finished water piping in the plant need to be made with piping to the irrigation control box near the pond. A revised irrigation control box and pump were needed to be able to supply pond water and also boost the city water pressure to meet system requirements. The original intention was to manually fill the pond in the event of an extended drought, but this plan is labor intensive and wastes water due to evaporation. This work is necessary for a well-functioning facility.
 - It was determined that drip irrigation was not preferred by City maintenance staff. In addition, City staff identified that a smart control system was needed for the irrigation, to be consistent with the City's water conservation program and reduce water needs. This work is necessary for a well-functioning facility.
 - It was determined that poly landscaping edging should be replaced with metal edging around maintenance strips to provide longevity and reduce maintenance. It was determined that rock instead of wood mulch should be used in select areas to provide longevity and reduce maintenance. The steel edging and rock mulch results in a lower life cycle cost when considering the long-term maintenance costs. Ultimately, these items are necessary to meet the landscaping requirements in the zoning code. It was determined that the number of trees on the northern screening section should be reduced. These items should have been included in the original bid price. This work is necessary for a well-functioning facility.

Reference: Low Zone WTP - Change Order No. 4 Discussion

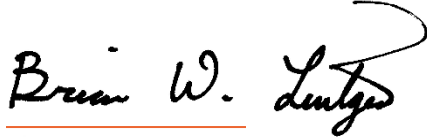
- **Door Hardware and Camera Revisions**
 - It was determined that revisions to the WTP security systems were needed. Because of cleaning crew access to the site after hours, additional key card readers and door strikers need to be added to the control room. This will limit access for non-authorized staff to be able to enter the heart of the water treatment facility, therefore increasing overall security. A camera was also added to the control room for added after-hours security. This work is necessary for a well-functioning facility.
 - It was determined that the exit devices on the revised FRP doors in the chemical suite would negate the required door fire rating if installed. Revised door hardware was needed to maintain the fire rating. This hardware should have been included in the previous change order. This work is necessary for a well-functioning facility.
- **Surge Tanks**
 - It was determined that transient surge and negative system pressures would impact and potentially damage the City's finished water system during a scenario with high pumping demand and a power failure. Several large-scale power outages occur each year in Cottage Grove and typically coincide with the hottest summer days when highest water demands are seen. It is a matter of when, not if, this situation will occur. This scenario would have the potential to damage the City's distribution system as well as components at the WTP. Surge tanks (air/water bladder tanks) with a connection to the high service pump header in the plant need to be installed. These components will provide passive protection for the plant and water system. These should have been included in the original bid price. This work is necessary for a well-functioning facility.
- **Chemical Feed Revisions**
 - It was determined that the location for the chlorine booster pumps should change to provide better flow characteristics and a more accessible location. It was determined that each chlorine dosing location that required pressure boosting have its own pump in order to provide better control of the system. A third dosing pump was needed for the raw water chlorine injection point. These components could have been included in the original bid price. This work is necessary for a well-functioning facility.
 - It was determined that carrier water for the Sodium Permanganate chemical feed should be provided in order to minimize the chance of plugging. Plumbing and components including an electrically operated ball valve need to be provided. The original intention was to have these components included. They should have been included in the original bid price. This work is necessary for a well-functioning facility.
 - It was determined that ducting in the Chlorinator Room needed to be moved to accommodate the chemical dosing skids. This work is necessary for a well-functioning facility.

Reference: Low Zone WTP - Change Order No. 4 Discussion

- Surge Valve Isolation
 - It was determined that an isolation valve was needed between the high service pump header and the surge valve to allow for maintenance of the surge valve without bringing the plant offline. It should have been included in the original bid price. This work is necessary for a well-functioning facility.
- Xcel Winter Surcharge
 - It was determined that the project schedule and progression of work on the site meant that the power service from Xcel needed to be installed during the time of year that Xcel includes “frost charge” because of winter conditions. The exact schedule and timing of the power service installation was not known at the time of bidding. This work is necessary for a well-functioning facility.

Regards,

Stantec Consulting Services Inc.

A handwritten signature in black ink that reads "Brian W. Lintgen". The signature is written in a cursive style with a large, sweeping flourish at the end.

Brian Lintgen PE (MN)
Senior Associate
Phone: (612) 712-2041
Mobile: (320) 333-6825
brian.lintgen@stantec.com

CHANGE ORDER NO.: 4

Owner: City of Cottage Grove, Minnesota Owner's Project No.:
Engineer: Stantec Consulting Services, Inc. Engineer's Project No.: 193805365
Contractor: Rice Lake Construction Group Contractor's Project No.: 23-33
Project: Low Zone Water Treatment Facility Improvements
Contract Name:
Date Issued: 6/3/2025 Effective Date of Change Order: 6/3/2025

The Contract is modified as follows upon execution of this Change Order:

Description:

See Attachment A (Summary of Changes)

Attachments:

See Attachment B (Backup Information)

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 39,078,155.00	Original Contract Times: Substantial Completion: June 1, 2025 Ready for final payment: September 30, 2025
[Increase] [Decrease] from previously approved Change Order: \$ 1,184,541.20	[Increase] [Decrease] from previously approved Change Order: Substantial Completion: June 1, 2025 Ready for final payment: September 30, 2025
Contract Price prior to this Change Order: \$ 40,262,696.20	Contract Times prior to this Change Order: Substantial Completion: June 1, 2025 Ready for final payment: September 30, 2025
[Increase] [Decrease] this Change Order: \$ 370,122.73	[Increase] [Decrease] this Change Order: Substantial Completion: June 1, 2025 Ready for final payment: September 30, 2025
Contract Price incorporating this Change Order: \$ 40,632,818.93	Contract Times with all approved Change Orders: Substantial Completion: June 1, 2025 Ready for final payment: September 30, 2025

Recommended by Engineer (if required)
By: **Lintgen, Brian**
Title: Project Manager
Date: 7/8/2025

Digitally signed by Lintgen, Brian
DN: CN="Lintgen, Brian", OU=Internal, OU=users,
OU=stantec, DC=corp, DC=ads
Date: 2025.07.08 13:58:02-05'00'

Accepted by Contractor
By: **Chad Napstad**
Title:
Date:

Digitally signed by Chad
Napstad
DN: C=US,
E=chad_napstad@ricelake.org,
O=Rice Lake Construction,
CN=Chad Napstad
Date: 2025.07.09
09:21:22-05'00'

Authorized by Owner
By: _____
Title: _____
Date: _____

Approved by Funding Agency (if applicable)
By: _____
Title: _____
Date: _____

ATTACHMENT A

Change Order Summary

Cottage Grove Low Zone Water Treatment Plant
Change Order No. 4 - Attachment A

No.	Change	Reason	Add	Deduct	Price Determined
4.1	Site irrigation revisions: Replace drip irrigation line with stream bubblers and sprays. Add IQ4G-USA cellular model to controller. Remove irrigation zones 1 for the WTP. Revise the irrigatation cabinet to allwo for both surface water and piped water to the system. Landscaping revisions: Replace poly edging with metal edging around maintainence strips and landscaping. Reduce number of trees/shrubs on the northern screening section.	Irrigation: Staff preference of no drip irrigation. City requested IQ Controller for irrigation system. City requested removal of irrigation zone 1 for WTP. City request to modify irrigation supply cabinet/pump configuration and piping to use potable water (and not manually fill the pond) for time when pond elevation is too low to use. Landscaping: City requested reduced number of trees in screening zone as per neighborhood meeting. City request to use rock instead of wood mulch.	\$ 77,289.00		\$ 77,289.00
4.2	Door hardware revisions: Add card readers and revise door hardware as needed at D101A, D101C, and D111A to restrict access out of the control room (for security purposes). Revise exit devices on doors D105A, D106A, and D107A to meet door fire rating requirements. Camera: Add a camera to the control room.	Doors: Access to the greater plant from the control room required revisions to restrict access. Only authorized personel with keycards should be able to access the plant from the control room. Exit devices on the FRP doors required revision to not compormise the door fire rating. Camera: A camera was added for security purposes.	\$ 37,179.00		\$ 37,179.00
4.3	Surge tanks: Addition of (3) 48" diameter surge tanks in the pump room. Connection to the high service pump header through the lower level of the pump room. Piping, valving, concrete equipment pad, slab coring, connections, and painting as needed. No SCADA connection.	Surge protection devices (air/water bladder tanks) will be connected to the high service pump header. In the event of a power failure during maximum high service pump operation, the surge tanks will mitigate the effects of the sudden loss of momentum in finished water piping, eliminating the presence of vacuum pressure and its damaging effects in the distribution system.	\$ 200,283.73		\$ 200,283.73
4.4	Chemical feed system revisions: Addition of a third chlorine water booster pump, relocation of the existing booster pumps. Addition of equipment to provide carrier water for the Sodium Permanganate. Revisions to the ducting in the Cholrinator Room were done to accomodate the equipment. Surge relief isolation valve: Addition of an 8" butterfly valve for isolation of the surge valve on the high service pump headed. Xcel winter surcharge: Additional cost from Xcel to connect the electrical service during the winter months.	Chemical: The chlorine booster pump location was revised to provide better system flow characterists and a more accessable location. A third pump was added for the raw water piping to have dedicated booster pumps for each high pressure dosing location. Minor modifications were made to ducting to accomodate chlorination equipment. Valve addition: Isolation of the suge valve was provided to allow for maintenance of the valve without taking the plant offline. Xcel: Schedule dictated that the electrical service be installed at a time of year when Xcel charges additional because of frost.	\$ 55,371.00		\$ 55,371.00

Totals: \$ 370,122.73 \$ -

Net Total: \$ 370,122.73

ATTACHMENT B

Change Order Proposals

SECTION C-940 – WORK CHANGE DIRECTIVE

WORK CHANGE DIRECTIVE NO.: 02

Owner:	Cottage Grove, Minnesota	Owner's Project No.:	
Engineer:	Stantec	Engineer's Project No.:	193805365
Contractor:	Rice Lake Construction Group	Contractor's Project No.:	2333
Project:	Low Zone Water Treatment Plant		
Contract Name:			
Date Issued:	4/10/2025	Effective Date of Work Change Directive:	4/10/2025

Contractor is directed to proceed promptly with the following change(s):

Description:

Irrigation system and landscaping revisions.

Irrigation: Added piped connection in the basement of the WTP and field piping to the irrigation cabinet. The piped connection is a finished water backup to the normal pond water supply. Upgraded the irrigation cabinet to control surface and piped irrigation feed water. Revised irrigation head configurations. Added wireless controller.

Landscaping: Added rock mulch and removed wood mulch for certain landscaped locations. Trees will be removed from the project, but they are unit price. Only trees actually installed will be paid for.

Attachments:

Change Order Proposal #: 002 – 2.4 Irrigation and 2.5 Landscaping

Change Order Proposal #: FO 08

Purpose for the Work Change Directive:

Irrigation system and landscaping revisions.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

- ☐ Non-agreement on pricing of proposed change.
☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price:	\$54,950.00 (FO 08) + \$22,339.00 (updated CO 02 proposal) = \$77,289.00	Increase
Contract Time:	<u>0</u> days	No Change

Basis of estimated change in Contract Price:

- ☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

WORK CHANGE DIRECTIVE

	Recommended by Engineer	Authorized by Owner
By:	Brian Lintgen, PE	Ryan Burfeind, PE
Title:	Project Manager	Public Works Director
Date:	4/10/2025	4/10/2025



22360 County Road 12
PO Box 517
Deerwood, MN 56444
218-546-5519
ricelake.org

DEERWOOD | MONTICELLO

Change Order Proposal #: 002 – 2.4 Irrigation and 2.5 Landscaping

August 29th, 2024

Brian Lintgen, PE
Stantec
3717 23rd Street South
St. Cloud MN 56301-5094

Re: Cottage Grove Low Zone Water Treatment Facility Improvements

Brian:

We propose to furnish labor, material, and equipment to complete Change Order 002 – 2.4 Irrigation and 2.5 Landscaping

Irrigation:	\$20,900.00
Landscaping:	\$1,439.00

All for the sum of: \$22,339.00

Clarifications: Item 2.4 Irrigation and 2.5 Landscaping have been separated from CO 02

Reference the attached itemized proposal and feel free to reach out with any comments.

Sincerely,
RICE LAKE CONSTRUCTION GROUP

Chad Napstad
Project Manager

Enc

Cc: 2333 Cottage Grove LZWTP
Superintendent: Jack Boelter



22360 County Road 12, PO Box 517
Deerwood, MN 56444

RLCG PROJECT #: 23-33
PROJECT NAME: Cottage Grove Low Zone Water Treatment Plant
DATE: 8/29/2024
COP: 2

CHANGE ORDER PROPOSAL

DESCRIPTION	QTY	UNIT	LABOR			MATERIAL		SUBCONTRACTOR TOTAL	EQUIPMENT TOTAL	LINE	TOTAL
			HOURS	\$ RATE	TOTAL	RATE	TOTAL				
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -	-
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -	-
Rice Lake				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -	-
- 2.4 Irrigation R1	0.00	LS		\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -	-
- Peterson Companies	0.00	LS		\$ -	\$0.00	\$ -	\$0.00	\$ 19,610.51	\$ -	\$ 19,610.51	-
	0.00	LS		\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -	-
	0.00	LS		\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -	-
	0.00	LS		\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -	-
	0.00	LS		\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -	-
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -	-
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -	-
Misc. Small Tools and Mat'l 5% of Labor	1.00	ea	5.00%								-
Sales Tax	1.00	ea	8.375%								-
Totals			\$ -		\$ -	\$ -	\$ -	\$ 19,610.51	\$ -	\$ 19,610.51	
Rice Lake Mark-up on Subs (5%)											\$ 980.53
Rice Lake Mark-up on Labor, Material, and Equipment (15%)											\$ -
Bond and Insurance Cost (1.5%)											\$ 308.87
Total Change Order Proposal Request											\$ 20,900.00

Days Requested [xx]



22360 County Road 12, PO Box 517
Deerwood, MN 56444

RLCG PROJECT #: 23-33
PROJECT NAME: Cottage Grove Low Zone Water Treatment Plant
DATE: 8/29/2024
COP: 2

CHANGE ORDER PROPOSAL

DESCRIPTION	QTY	UNIT	LABOR			MATERIAL		SUBCONTRACTOR TOTAL	EQUIPMENT TOTAL	LINE	TOTAL
			HOURS	\$ RATE	TOTAL	RATE	TOTAL				
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -	-
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -	-
Rice Lake				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -	-
- 2.5 Landscape	0.00	LS		\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -	-
- Item 110 Tree Removal (Unit Price Item, no Dedu	0.00	LS		\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -	-
- Unit 104(Swap wood mulch for Rock)	19.00	CY		\$ -	\$0.00	\$ 60.50	\$1,149.50	\$ -	\$ -	\$	1,149.50
- Mulch	\$ 233.00	CY		\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$	-
- Rock	\$ 288.00	CY		\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$	-
	55.00	10%	60.50	\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$	-
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$	-
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$	-
Misc. Small Tools and Mat'l 5% of Labor	1.00	ea	5.00%								\$ -
Sales Tax	1.00	ea	8.375%								\$ 96.27
Totals			\$ 60.50	\$ -	\$ -	\$ 1,149.50	\$ -	\$ -	\$ -	\$	1,245.77
Rice Lake Mark-up on Subs (5%)											\$ -
Rice Lake Mark-up on Labor, Material, and Equipment (15%)											\$ 172.43
Bond and Insurance Cost (1.5%)											\$ 21.27
Total Change Order Proposal Request											\$ 1,439.00

Days Requested [xx]



8326 WYOMING TRAIL
CHISAGO CITY, MN 55013
(P) 651.257.6864
(F) 651.257.3393
PETERSONCOMPANIES.NET

CHANGE ORDER REQUEST

Date: 8/15/2024
Project: Cottage Grove Low Zone WTP
COR Number: 1 REV 2

Rice Lake Contracting Corp.
PO box 517 - 22360 County Rd. 12
Deerwood, MN. 56444

Site irrigation revisions: Replace drip irrigation line with stream bubblers and sprays. Add IQ4G-USA cellular modem to controller. Remove irrigation zones 1 for the WTP.

Landscaping revisions:

Reduce the number of trees/shrubs on the northern screening section. 4" X 1/8" Steel edging is already in the contract. No change required.

IRRIGATION	Description	Labor / Material	QTY	Unit of Measure	Unit Price	Total
	Deduct dripline	Material	1100	LF	\$0.62	-\$682.00
	Deduct labor to install dripline	Labor	-2	HOURL	\$434.00	-\$868.00
	Point source emitters in lieu of dripline	Material	49	EACH	\$33.21	\$1,627.29
	Increased labor to install point source emitters (3-man crew)	Labor	22	HOURL	\$476.00	\$10,472.00
	Add IQ cellular cartridge and antenna	Material	1	LS	\$1,879.00	\$1,879.00
	Added irrigation equipment (water meter, enclosure, RPZ, and valve size increase for zones 13, 16, and 20)	Material	1	LS	\$5,550.00	\$5,550.00
	Labor to install meter and RPZ	Subcontractor	1	LS	\$2,600.00	\$2,600.00
	Deduct for 2" PVC for East side	Material	-334	LF	\$1.50	-\$501.00
	Deduct for 1" PVC for East side	Material	-240	LF	\$0.35	-\$84.00
	Deduct for 1" valve for East side	Material	-1	EACH	\$99.06	-\$99.06
	Deduct for emitters for East side trees	Material	-90	EACH	\$0.60	-\$54.00
	Deduct for 1" quick coupling valve for East side	Material	-1	EACH	\$158.31	-\$158.31
	Deduct labor for installation of mainline and zone 41 (East side)	Labor	-4	HOURL	\$434.00	-\$1,736.00
	Decreased number of trees on the Northern screening section	Material	-8	EACH	\$625.55	-\$5,004.40
	Reduction of wood mulch - 4" depth	Material	-19	CY	\$233.00	-\$4,427.00
	Addition of Dresser trap rock - 4" depth	Material	19	CY	\$288.00	\$5,472.00
	Subcontractor markup - 5%	5% markup	0.05	%	\$2,600.00	\$130.00
	10% markup	10% markup	0.1	%	\$13,986.52	\$1,398.65
						TOTAL \$15,515.17



8326 WYOMING TRAIL
CHISAGO CITY, MN 55013
(P) 651.257.6864
(F) 651.257.3393
PETERSONCOMPANIES.NET

Call or email with any questions or concerns.

Mitch Wettschreck
Project Manager
651-257-0323
mwettschreck@petersoncompanies.net



22360 County Road 12
PO Box 517
Deerwood, MN 56444
218-546-5519
ricelake.org

DEERWOOD | MONTICELLO

Change Order Proposal #: FO 08

February 13, 2025

Brian Lintgen, PE
Stantec
3717 23rd Street South
St. Cloud MN 56301-5094

Re: Cottage Grove Low Zone Water Treatment Facility Improvements

Brian:

We propose to furnish labor, material, and equipment to complete Field Order 08 – Irrigation Service Pipe:

All for the sum of: \$54,950.00

Clarifications:

Feel free to reach out with any comments.

Sincerely,
RICE LAKE CONSTRUCTION GROUP

Chad Napstad
Project Manager

Cc: File
Jack Boelter



22360 County Road 12, PO Box 517
Deerwood, MN 56444

CHANGE ORDER PROPOSAL

RLCG PROJECT #: 23-33
PROJECT NAME: Cottage Grove Low Zone Water Treatment Plant
DATE: 2/13/2025
COP: ng Revisions

DESCRIPTION	QTY	UNIT	LABOR			MATERIAL		SUBCONTRACTOR TOTAL	EQUIPMENT TOTAL	LINE	TOTAL
			HOURS	\$ RATE	TOTAL	RATE	TOTAL				
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -	-
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -	-
Rice Lake				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -	-
- Materials	1.00	LS		\$ -	\$0.00	\$ 6,358.00	\$6,358.00	\$ -	\$ -	\$	6,358.00
- Labor	1.00	LS	26.00	\$ 100.00	\$2,600.00	\$ -	\$0.00	\$ -	\$ -	\$	2,600.00
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$	-
Miller	1.00	LS		\$ -	\$0.00	\$ -	\$0.00	\$ 20,560.00	\$ -	\$	20,560.00
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$	-
Peterson	1.00	LS		\$ -	\$0.00	\$ -	\$0.00	\$ 20,561.07	\$ -	\$	20,561.07
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$	-
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$	-
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$	-
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$	-
Misc. Small Tools and Mat'l 5% of Labor	1.00	ea	5.00%							\$	130.00
Sales Tax	1.00	ea	8.325%							\$	529.30
Totals			\$ 26.00		\$ 2,600.00		\$ 6,358.00	\$ 41,121.07	\$ -	\$	50,738.37
Rice Lake Mark-up on Subs (5%)											\$ 2,056.05
Rice Lake Mark-up on Labor, Material, and Equipment (15%)											\$ 1,343.70
Bond and Insurance Cost (1.5%)											\$ 812.07
Total Change Order Proposal Request											\$ 54,950

Days Requested [xx]

Chad Napstad

From: Steve St. Claire <steve.st.claire@millerexc.com>
Sent: Tuesday, October 15, 2024 8:38 AM
To: Chad Napstad
Subject: Low Zone Irrigation

Follow Up Flag: Follow up
Flag Status: Flagged

Caution: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Low Zone Irrigation Service – HDPE
Cottage Grove, MN

Coordinate Stub Into Building with Rice Lake
3" HDPE from Building to SE corner pond.
Provide 3" Ball Valve at end of HDPE by Pond

ESTIMATED TOTAL L & E	\$17,670.00
ESTIMATED TOTAL MATERIALS	<u>\$ 2,894.00</u>
TOTAL	\$20,560.00

Steve St. Claire
President | **Miller Excavating, Inc.**
3741 Stagecoach Trail North | Stillwater, MN 55082
651.439.1637 Office | 651.269.8176 Cell | 651.351.7210 Fax
steve.st.claire@millerexc.com | Email



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CHANGE ORDER REQUEST

Date: 10/23/2024
Project: Cottage Grove Low Zone WTP
COR Number: 2

Rice Lake Contracting Corp.
PO box 517 - 22360 County Rd. 12
Deerwood, MN. 56444

Description:

Connecting the 3" HDPE city water pipe (installed by others within 10' of the pump station) to the re-use pump station. Install a 3" master valve, 3" check valve and Tee into irrigation mainline. Install a pressure transducer to monitor the pond level and switch to domestic water when the pond level gets too low to sustain the demands for the irrigation system.

Description	Labor / Material	QTY	Unit of Measure	Unit Price	Total
3" Solenoid Valve	Material	1	EACH	\$445.00	\$445.00
3" HDPE male adaptor	Material	1	EACH	\$94.12	\$94.12
3" PVC Male adaptor	Material	2	EACH	\$12.13	\$24.26
3" inline Check valve	Material	1	EACH	\$431.00	\$431.00
3" PVC Tee	Material	1	EACH	\$23.39	\$23.39
3" PVC pipe	Material	20	LF	\$8.65	\$173.00
Enclosure w/concrete	Material	1	EACH	\$2,550.00	\$2,550.00
Install, program & test - (Foreman)	Labor	10	HOUR	\$187.00	\$1,870.00
Install, program & test - (Laborer)	Labor	10	HOUR	\$141.00	\$1,410.00
10% markup	10% markup	0.1	%	\$7,020.77	\$702.08
				TOTAL	\$7,722.85

Call or email with any questions or concerns.

Mitch Wettschreck
Project Manager
651-257-0323
mwettschreck@petersoncompanies.net



8326 WYOMING TRAIL
CHISAGO CITY, MN 55013
(P) 651.257.6864
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CHANGE ORDER REQUEST

Date: 1/27/2025
Project: Cottage Grove Low Zone WTP
COR Number: 3

Rice Lake Contracting Corp.
PO box 517 - 22360 County Rd. 12
Deerwood, MN. 56444

Description: Upgrade irrigation pump station from 5000 series to 7000 series per Field order 08.

We will ship the pump station back to the manufacturer and they will incorporate the existing pump and controls into the new station housing.

Description	Labor / Material	QTY	Unit of Measure	Unit Price	Total
Pump station upgrade	Material	1	EACH	\$8,524.11	\$8,524.11
Freight	Shipping	1	LS	\$2,500.00	\$2,500.00
Nema 4 enclosure for controller	Material	1	EACH	\$450.00	\$450.00
Install enclosure	Labor	1	HOUR	\$197.00	\$197.00
10% markup	10% markup	0.1	%	\$11,671.11	\$1,167.11
				TOTAL	\$12,838.22

Call or email with any questions or concerns.

Mitch Wettschreck
Project Manager
651-257-0323
mwettschreck@petersoncompanies.net

SECTION C-942 – FIELD ORDER

FIELD ORDER NO.: 08

Owner: Cottage Grove, Minnesota Owner's Project No.:
Engineer: Stantec Engineer's Project No.: 193805365
Contractor: Rice Lake Construction Group Contractor's Project No.: 2333
Project: Low Zone Water Treatment Plant
Contract Name:
Date Issued: 9/20/2024 Effective Date of Field Order: 9/20/2024

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:

Specification Section(s):

Drawing(s) / Details (s):

Description:

Install irrigation supply pipe from the lower level of the pump room to the proposed irrigation cabinet near Well 13.

Exterior piping:

- 3" HDPE pipe certified for water service application. Straight sticks with fused joints acceptable. Fused fittings/bends preferred.
- Install at elevations noted on attached sheets. Terminate at irrigation cabinet. Connection to cabinet components by irrigation subcontractor.
- Install generally at elevations noted, with constant backslope to the WTP.
- Revised irrigation cabinet markups to follow under a separate submittal.

Interior piping:

- Install a 3" saddle on the north finished water pipe, lower level of the pump room.
- 3" copper piping with sweat fittings.
- Install a 3" RPZ meeting the standards of the other RPZs in the plant.
- Install a 3" City supplied water meter.
- Install valves, tees, and drains as noted.
- Transition from HDPE to copper in the interior of the building.
- Core and link seal a hole in the west wall of the lower level pump chamber.

Attachments:

Marked up sheets C406, C504, & D405. Lower level piping markup.

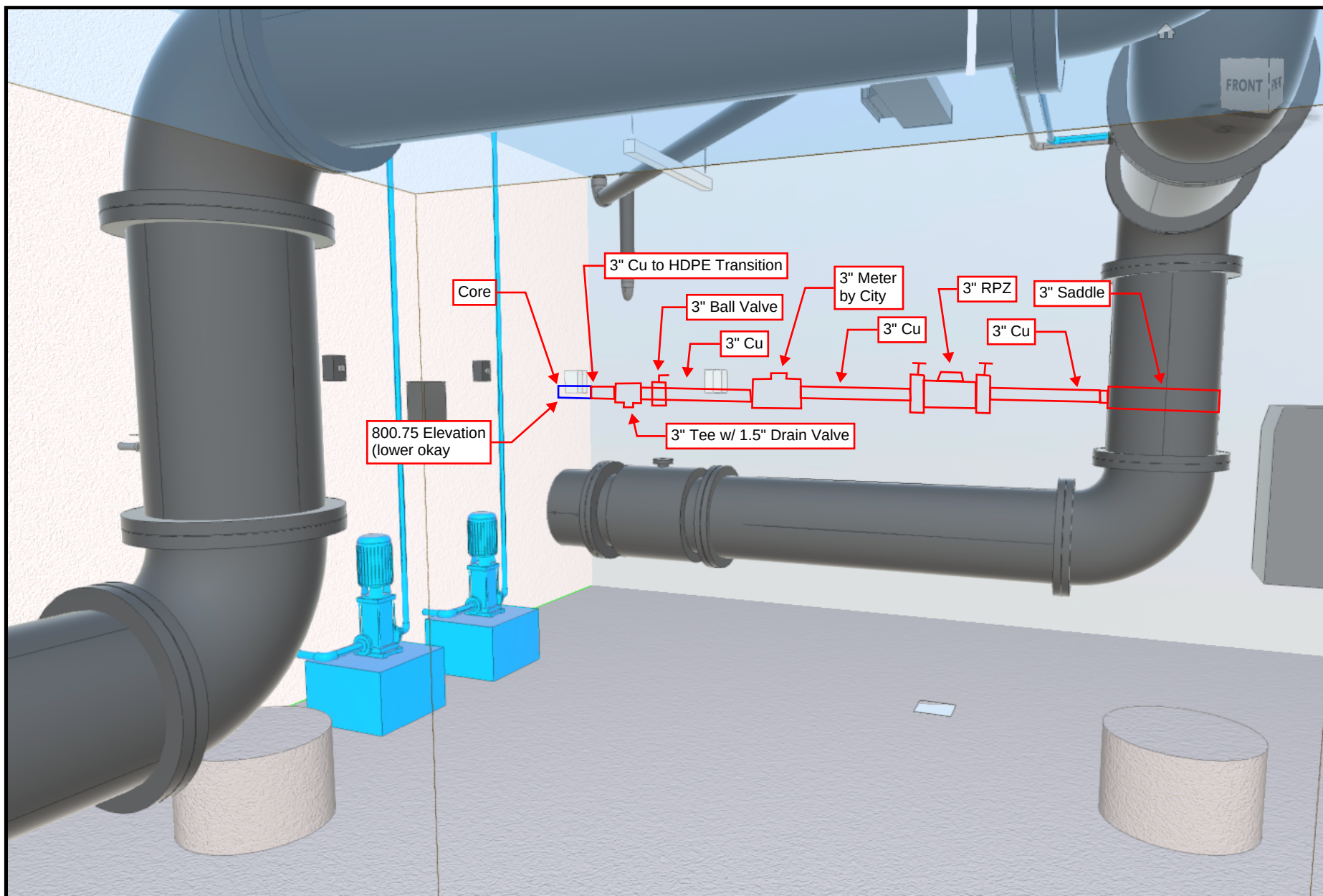
Issued by Engineer

By: Brian Lintgen

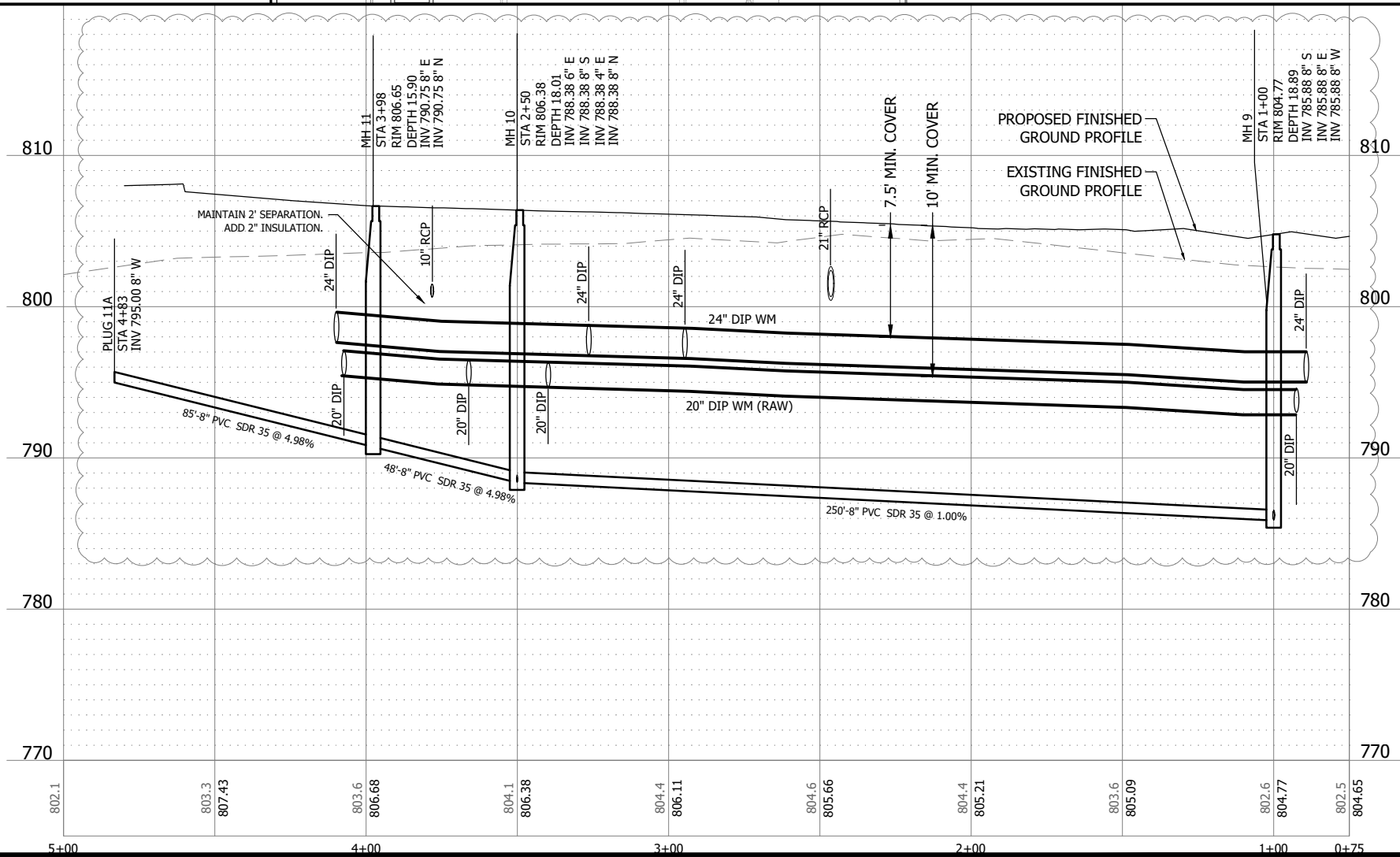
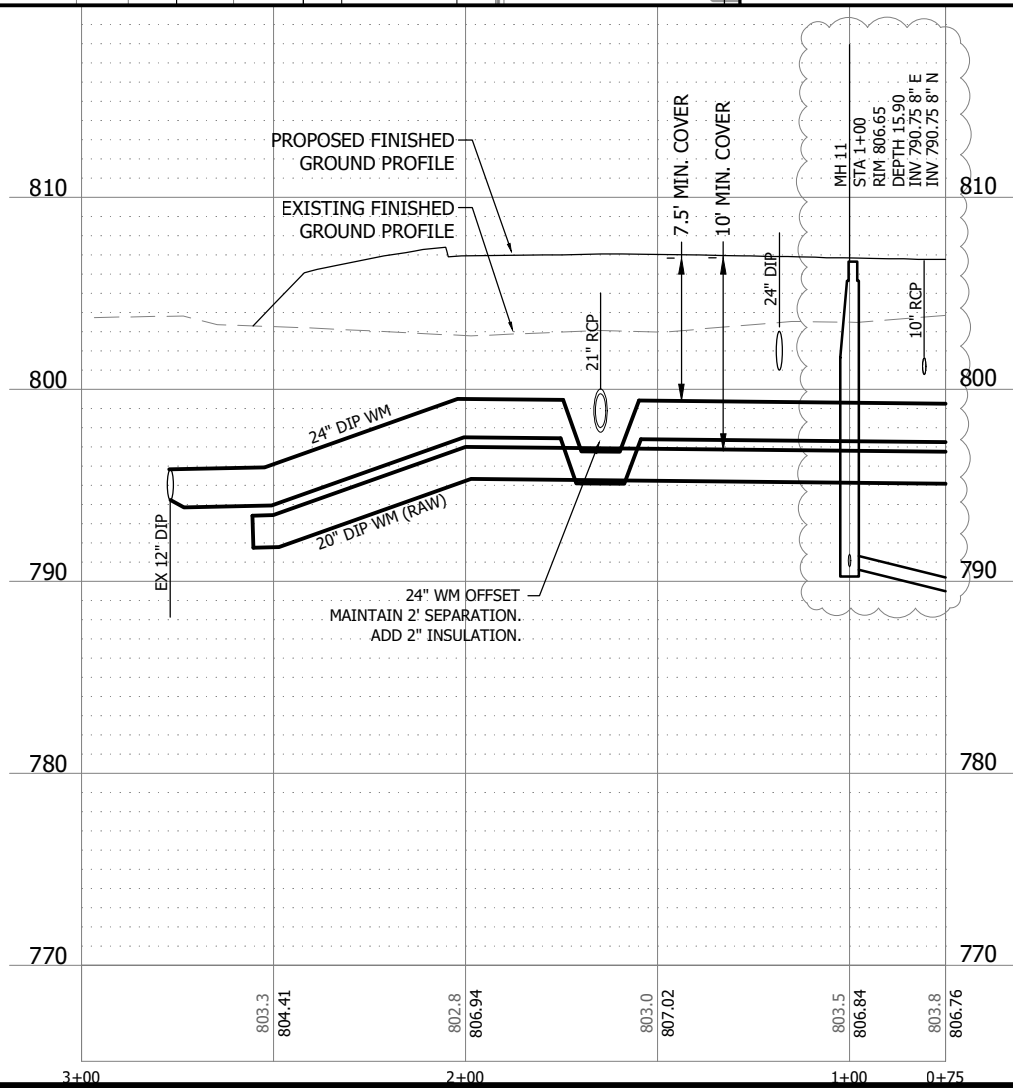
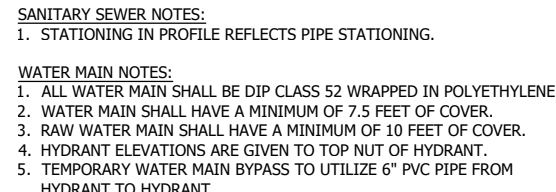
Title: Project Manager

Date: 9/20/2024

Cottage Grove Low Zone WTP - Field Order 08
Irrigation Service - Building Interior Components

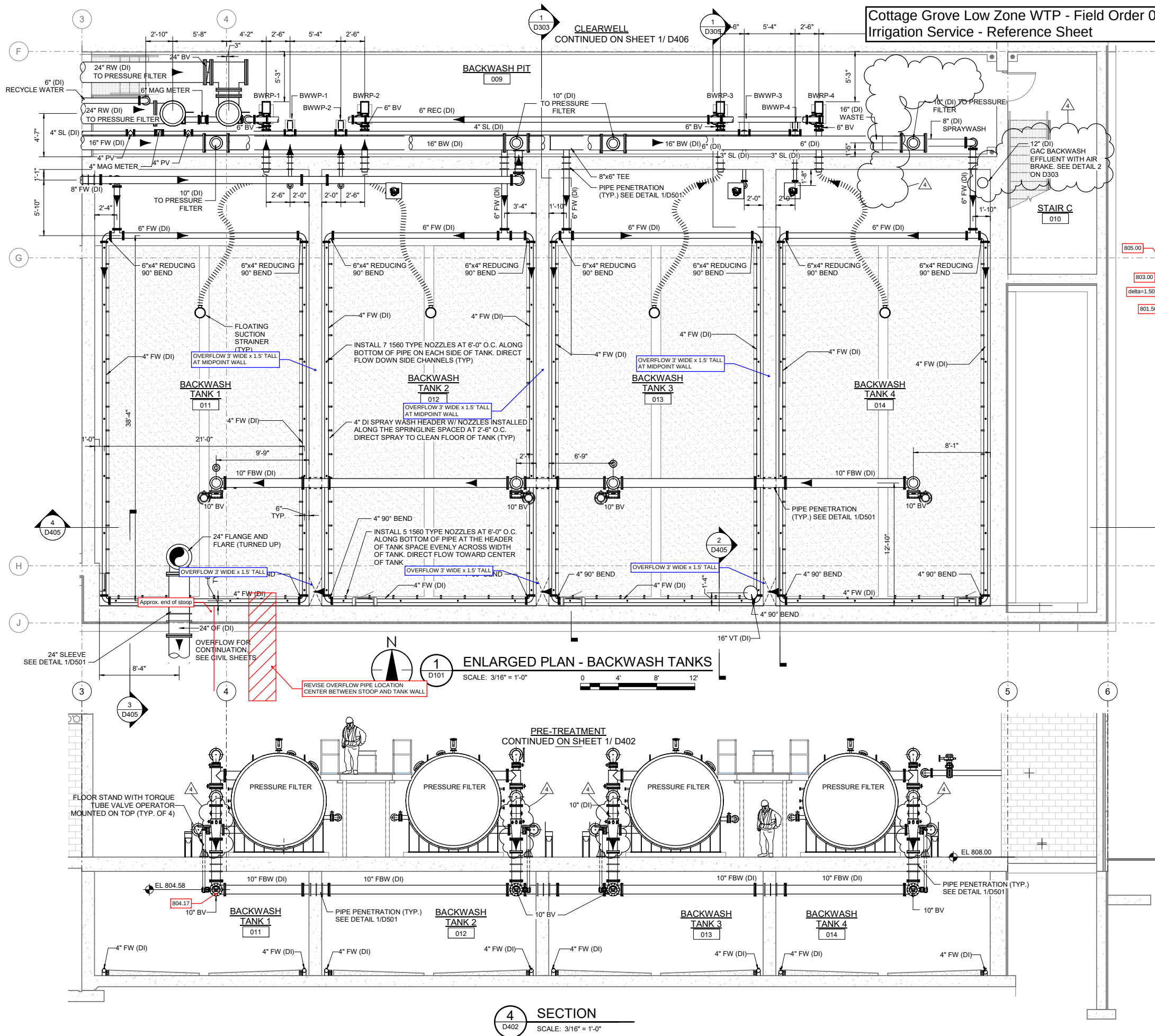


Plot Date: 11/03/2023 - 2:48pm
Drawing name: V:\1938\active\193805365\CAD\Drawg\Plan Sheets\193805365_C401.dwg
User: jayk... 10280C92E5 XENIL 10280C92E5 XENIL 10280C92E5 XENIL 10280C92E5 XENIL



THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. ANY ERRORS OR OMISSIONS SHALL BE REPORTED TO STANTEC WITHOUT DELAY. THE COPYRIGHTS TO ALL DESIGNS AND DRAWINGS ARE THE PROPERTY OF STANTEC. REPRODUCTION OR USE FOR ANY PURPOSE OTHER THAN THAT AUTHORIZED BY STANTEC IS FORBIDDEN.

Plot Date: 10/19/2023 10:48:38 AM
File Path: B:\M 360\193805365_WTP_Cottage_Grove.mxd.rvt

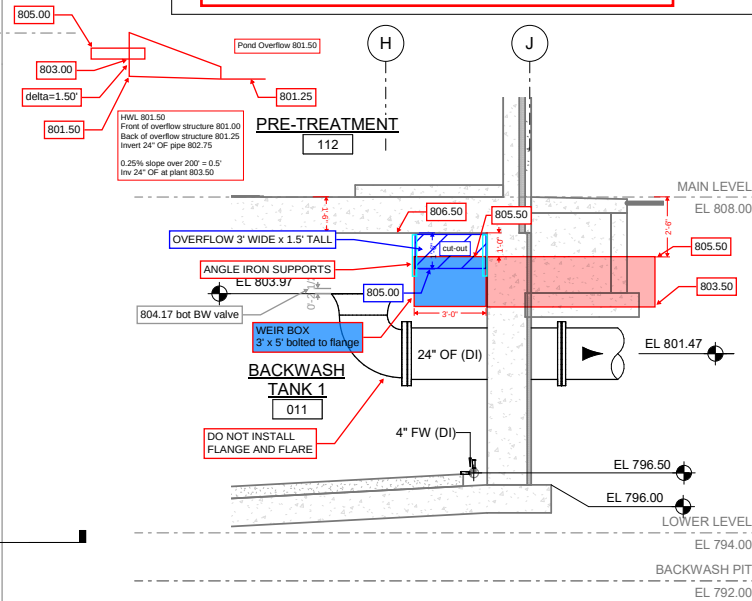


Cottage Grove Low Zone WTP - Field Order 08 Irrigation Service - Reference Sheet

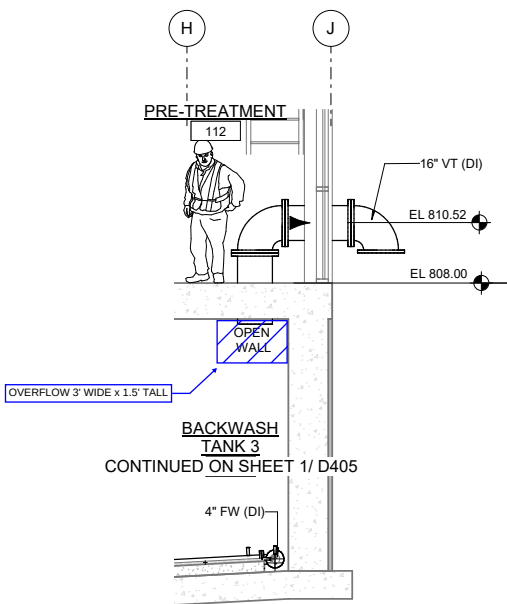
GENERAL SHEET NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR COMPLETE INSTALLATION OF ALL CHEMICAL FEED EQUIPMENT AND ASSOCIATED PIPING. REFER TO CHEMICAL FEED SPECIFICATION AND FEED SYSTEM SCHEMATICS.
2. ALL PIPELINES PENETRATING THE TOP SLABS OF POTABLE WATER TANKS MUST BE SLEEVED AS SPECIFIED IN SECTION 40 05 10 WITH SLEEVE EXTENDING 1" ABOVE FINISHED FLOOR MIN.
3. ALL PLUMBING, SAMPLE, AND CHEMICAL LINES ARE REQUIRED TO HAVE STEEL SLEEVES AT ALL WALL AND SLAB PENETRATIONS. REFER TO SPECIFICATION SECTIONS 40 05 10 FOR CONSTRUCTION AND SEAL REQUIREMENTS.
4. REFER TO SPECIFICATION SECTIONS 40 05 25 VALVE AND ACCESSORIES AND/OR THE GAC AND PRETREATMENT VENDOR SCOPE OF SUPPLY FOR TYPE OF VALVE ACTUATORS TO BE PROVIDED AND INSTALLED.
5. CONTRACTOR SHALL VERIFY CENTERLINE LOCATION OF ALL PUMPS PRIOR TO CONSTRUCTION.
6. INSTALL FOUR TIE RODS & GUSSET PLATES AT EVEN SPACING FROM PUMP DISCHARGE TO DISCHARGE BASE ELBOWS. PROVIDE COUPLINGS ON ALL RODS ADJACENT TO PIPE COUPLINGS.
7. WALL PENETRATIONS AT EXTERIOR WALLS AND BETWEEN WATER HOLDING TANKS SHALL BE MJ & MJ WALL SLEEVES AND/OR AS NOTED ON THE DRAWINGS.
8. STEEL SLEEVE AND LINK SEAL SHALL BE PROVIDED AT NON WATERTIGHT PENETRATIONS.
9. PROVIDE THREADED TAPS INTO PROCESS PIPING TO ACCOMMODATE ALL PRESSURE TRANSMITTERS, CHEMICAL FEED INJECTIONS, SAMPLE TAPS, AND OTHER ACCESSORIES AS SHOWN ON P&IDS. SUBMIT LOCATIONS FOR ALL TAPS AS PART OF PROCESS PIPING SUBMITTAL.

Backwash tank overflows and Overflow Structure



3 SECTION D405 SCALE: 1/4" = 1'-0"



2 SECTION D405 SCALE: 1/4" = 1'-0"



NO.	REVISION	DATE
1	ADDENDUM 2	6/16/23
2	ADDENDUM 3	6/26/23
3	ADDENDUM 4	7/07/23
4	CONFORMED	9/15/23
CO#1		10/13/23

SURVEY	-
DRAWN	MP
DESIGNED	BWL
CHECKED	AMH
APPROVED	RJC
PROJ. NO.	193805365

SECTION C-940 – WORK CHANGE DIRECTIVE

WORK CHANGE DIRECTIVE NO.: 03

Owner:	Cottage Grove, Minnesota	Owner's Project No.:	
Engineer:	Stantec	Engineer's Project No.:	193805365
Contractor:	Rice Lake Construction Group	Contractor's Project No.:	2333
Project:	Low Zone Water Treatment Plant		
Contract Name:			
Date Issued:	4/10/2025	Effective Date of Work Change Directive:	4/10/2025

Contractor is directed to proceed promptly with the following change(s):

Description:

Door hardware and latching revisions. Security camera revisions.

Door Hardware: Add card readers and revise door hardware as needed at D101A, D101C, and D111A to restrict access out of the control room (for security purposes). Revise exit devices on doors D105A, D106A, and D107A to meet door fire rating requirements.

Camera: Add a camera to the control room.

Attachments:

Change Order Proposal #: FO 20

Purpose for the Work Change Directive:

Door hardware and security camera revisions/additions.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

- ☐ Non-agreement on pricing of proposed change.
☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price:	\$37,179	Increase
Contract Time:	0 days	No Change

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

	Recommended by Engineer	Authorized by Owner
By:	Brian Lintgen, PE	Ryan Burfeind, PE
Title:	Project Manager	Public Works Director
Date:	4/10/2025	4/10/2025



22360 County Road 12
PO Box 517
Deerwood, MN 56444
218-546-5519
ricelake.org

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Change Order Proposal #: FO 20

April 8th, 2025

Brian Lintgen, PE
Stantec
3717 23rd Street South
St. Cloud MN 56301-5094

Re: Cottage Grove Low Zone Water Treatment Facility Improvements

Brian:

We propose to furnish labor, material, and equipment to complete Field Order 20 – Door Hardware:

All for the sum of: \$37,179.00

Clarifications:

Feel free to reach out with any comments.

Sincerely,
RICE LAKE CONSTRUCTION GROUP

Chad Napstad
Project Manager

Cc: File
Jack Boelter



22360 County Road 12, PO Box 517
Deerwood, MN 56444

RLCG PROJECT #: 23-33
PROJECT NAME: Cottage Grove Low Zone Water Treatment Plant
DATE: 4/8/2025
COP: FO 20 - Door Hardware

CHANGE ORDER PROPOSAL

DESCRIPTION	QTY	UNIT	LABOR			MATERIAL		SUBCONTRACTOR TOTAL	EQUIPMENT TOTAL	LINE	TOTAL	
			HOURS	\$ RATE	TOTAL	RATE	TOTAL					
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -		
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -		
Rice Lake				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -		
- Materials	1.00	LS		\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -		
- Labor	1.00	LS	0.00	\$ 120.00	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -		
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -		
Materials				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -		
- Hardware (BDS)	1.00	LS		\$ -	\$0.00	\$ 13,066.56	\$13,066.56	\$ -	\$ -	\$ 13,066.56		
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -		
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -		
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -		
Subcontract				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -		
- Electrical (Vinco)	1.00	LS		\$ -	\$0.00	\$ -	\$0.00	\$ 17,160.90	\$ -	\$ 17,160.90		
- Door Install (FMI)	1.00	LS		\$ -	\$0.00	\$ -	\$0.00	\$ 2,371.30	\$ -	\$ 2,371.30		
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -		
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -		
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -		
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -		
Misc. Small Tools and Mat'l 5% of Labor	1.00	ea	5.00%								\$ -	
Sales Tax	1.00	ea	8.375%								\$ 1,094.32	
Totals			\$ -	\$ -			\$ 13,066.56		\$ 19,532.20	\$ -	\$ 33,693.08	
											Rice Lake Mark-up on Subs (5%)	\$ 976.61
											Rice Lake Mark-up on Labor, Material, and Equipment (15%)	\$ 1,959.98
											Bond and Insurance Cost (1.5%)	\$ 549.45
											Total Change Order Proposal Request	\$ 37,179

Card Reader/Camera RFC

To: Rice Lake Construction Group
22360 Co Rd 12
Deerwood, MN 56444

RFC 8
ITEM(S) # 1

Attn: Chad Napstad

Date: 2/26/2025

From: Dan Moeller

Project: Cottage Grove Low Zone Water Treatment

Scope of Change: Added card reader locations and camera locations

ITEM #1

Labor:	23.00	X	\$110.00 /hr	=	\$2,530.00
Material:	\$1,253.45	X	1	=	\$1,253.45
Mark-Up (10%):	\$3,783.45	X	10.00%	=	\$378.35
Material Tax:	\$1,253.45	X	8.39%	=	\$105.10
Subcontractor:	\$12,280.00	X	1	=	\$12,280.00
Sub Mark-Up (5%):	\$12,280.00	X	5.00%	=	\$614.00
Equipment:	\$0.00	X	1	=	\$0.00
Equip Mark-Up:	\$0.00	X	10.00%	=	\$0.00
Misc:	\$0.00	X	1	=	\$0.00
Misc Mark-up	\$0.00	X	10.00%	=	\$0.00
TOTAL:				=	\$17,160.90

Total Request for Change: **\$17,160.90**

Dan Moeller

Dan Moeller
Project Manager
Vinco Inc.

2/26/2025

Date



Structured Cabling Proposal

Cottage Grove Low Zone WTP Security **CO1**

Prepared by: Paul Johnson

Date: 2/13/25

LVC is pleased to provide this proposal for the systems in the above-referenced project.

**FIRE PROTECTION · FIRE ALARMS & LIFE SAFETY · SECURITY · STRUCTURED CABLING
COMMUNICATION · NATIONAL SERVICES · SERVICE**



SCOPE OF WORK

LVC is pleased to provide this proposal for the systems listed below. This proposal is based on documents provided by Dan Moeller on 2/4/25.

Access Control Material Summary

002	Lenel LNL-1320-S3 dual reader interface module
003	HID Signo Series Reader
003	Nascom dual contact door position switch
003	Bosch request to exit motion sensor
003	Connection to locking hardware furnished and installed by others
Lot	OSDP access control composite cable
Lot	Installation, programming, and testing labor
Lot	CADD produced drawings and submittals

Video Surveillance Material Summary

001	Cat6 cable to camera
001	Camera license
001	360 Degree 12MP fisheye camera
Lot	Installation, programming, and testing labor
Lot	CADD produced drawings and submittals

INVESTMENT SUMMARY

This proposal includes, and is not limited to, materials, labor, design, permits, and submittal costs. Unless otherwise specified, sales tax is not included in the base bid price.

Scope of Work	Material	Labor	Total
Access Control	\$6,719.00	\$3,826.00	\$10,545.00
Video Surveillance	\$1,322.00	\$413.00	\$1,735.00

CLARIFICATIONS AND EXCLUSIONS

Clarifications:

- LVC will provide a one-year warranty on parts and labor commencing on the date of AHJ or Owner acceptance.
- Any required CAD files are to be provided to LVC Inc. at no additional cost to complete required permit submittals. LVC will provide all design submittal documents and plans upon receiving CAD files by others at no additional cost to LVC.
- All programming and panel terminations are to be done by LVC Companies.
- All cabling will be installed to industry standards and with proper support.
- All cabling pathways are assumed to be available for use without additional conduits, fire sleeves, core holes, or other means to run cabling.

- Cabling will be plenum where required.

Exclusions:

- All electrical, including but not limited to 120VAC connections, rough-in conduits and boxes, other conduit, raceways, penetrations, cable trays, POE entry sleeves, floor X-rays, surface raceways for low voltage cable pathways, telephone grounding bus bars, plywood phone bars, and power poles, are to be supplied by electrician or others.
- LVC Companies is not responsible for any repairs of sheetrock, ceiling tile, tile grid, or any superficial material, including paint, wall covering, paneling wood, steel studs, access hatches, or any non-supporting structure material related to completing the installation of the system.
- Any system software or licenses outside of Scope of Work are the Customer's responsibility.
- Sufficient wall and rack space in the server room for Scope of Work shall be provided by others.
- Patch/station cables shall be supplied by others.
- Network switches, servers, access points, routers, computers, and monitors shall be the responsibility of the Owner/Customer.
- Integration and programming of the network, all network equipment/settings, and connection to the corporate network, shall be the responsibility of the Owner/Customer.
- Backbone cabling from building DEMARC to floor IDF room is not included and assumed to be existing or provided by Service Provider unless otherwise specified.
- Unless otherwise noted, the following are not included in this proposal:
 - Lift scheduling or rentals
 - Monitoring Fees

GENERAL TERMS AND CONDITIONS

- Pricing is generally valid for 30 days from the date of this proposal. However, due to the unforeseen global pandemic and the consistent unplanned supply chain challenges, LVC reserves the right to charge additional fees and/or change orders associated with unknown and unplanned tariffs, additional shipping charges, and/or material cost increases at any time before the project start or during the project regardless of initially agreed contract price. LVC will supply data and information for these changes as necessary.
- LVC will require sufficient lead-time (in general, a minimum of 2-weeks) to order parts, schedule, and complete the submittal and permitting process. Project kickoff is dependent on LVC's ability to secure materials on time. Factors outside LVC's control may necessitate timeline changes, such as material or shipping delays.
- Work is to be completed during normal business hours of 7:00 a.m. – 3:30 p.m. Overtime premiums are not included in this proposal. However, during the project and as timelines dictate, LVC Companies may elect to schedule their work in such a way to meet deadlines.
- Any delays experienced due to restricted access and areas not being ready for vendor (moving items, waiting for people to move, etc.) may be subject to added costs.
- Others shall provide LVC Companies a secure area on site for staging and material storage upon job commencement.
- Any changes by the Customer, or work outside the Scope of Work, will result in additional costs.-Additional work will be discussed as soon as identified to keep all parties informed and keep the project on schedule. A change order process will occur and be presented for Customer approval before additional work is completed.
- Parking fees are included in this proposal unless otherwise specified.
- The design and intent of the items listed in this system specification or proposal are considered intellectual property owned by LVC Companies and will not be disclosed to any other party other than those intended by LVC Companies. Disclosure of this design or intent will subject the discloser to consultant and design fees.
- All materials will be billed at the time of procurement.

- Change orders will be billed at the time of acceptance.
- Credit card payments will be charged a fee of 3%.
- Payment terms are net 30 from the invoice date.

PROPOSAL ACCEPTANCE

Thank you for your consideration. We welcome your questions, any further discussion, and proposal acceptance.

Best regards,

Paul Johnson
System Sales – Project Manager
952-923-6329
pjohnson@lvcinc.com

I have reviewed and accepted this proposal.

Name _____

Title _____

Signature _____

Date _____



Date: 3/10/2025

Project: Cottage Grove WWTF

Proposed Change: 3

Description: CO 3
ADDITIONAL FRP FRAME PREP
(DOORS D104A AND D110A)

MATERIAL COSTS
FRP FRAME PREP

\$ 1,457.32

\$ -

\$ -

\$ -

\$ -

\$ -

\$ 1,457.32

\$ 118.41

8.125% TAX

MATERIAL TOTAL

\$ 1,575.73

FREIGHT

LABOR (4HRS @ \$145/HR)

\$ 580.00

\$ -

TRAVEL

\$ -

LIFT EQUIPMENT

\$ 2,155.73

\$ 215.57

10% OH&P

TOTAL CHANGE:

\$ 2,371.30



Date:
3/10/2025
Change Order:
2
RFI-FRP#

CHANGE REQUEST:

Project: Cottage Grove Low Zone WTP

Project Location: Ideal Ave South/110th St South

Contractor: Rice Lake Construction

Requested By: Chad Napstad

BDS Representative Contact Information:



Luke Drazkowski



(844) 200-0270



ldrazkowski@bdsdoorco.com

Process Change Order, BDS will require one of the following:

- Send Updated purchase agreement reflecting the amount listed.
- Send Updated contract reflecting the amount listed.
- Signature on the bottom for changes with no pricing impact.
- Signature if going on clients open charge account.



Material Breakdown Cost:

[illegible]

On-Site Labor Breakdown Cost:

Qty:	Description:	Cost:	Total:
Sub-Total:			

Subcontractor Proposals:

Qty:	Description:	Cost:	Total:
Sub-Total:			



16+ Warehouse & Fabrication Locations Nationwide.

Material Total:		\$10,721.75
Labor Total:		
☐ Exempt: 8.375%	Sales Tax:	\$897.95
Special Order	Freight:	\$259.00
	Self Performed SubTotal:	\$11,878.69
10% Overhead & Profit for BDS:		\$1,187.87
<u>Self Performed Total:</u>		\$13,066.56
Subcontractor Total:		
5% Overhead & Profit on Subs:		
<u>Subcontractor Total:</u>		

TOTAL: \$13,066.56

Change Order Note's:

Change order cost for RFI#1 hardware change for openings D104A, D105A, D106A, D107A, & D110A.

Client Authorized Signer:

Full Name: _____

Title: _____

Signature: _____

Date: _____

SECTION C-942 – FIELD ORDER

FIELD ORDER NO.: 20

Owner:	Cottage Grove, Minnesota	Owner's Project No.:	
Engineer:	Stantec	Engineer's Project No.:	193805365
Contractor:	Rice Lake Construction Group	Contractor's Project No.:	2333
Project:	Low Zone Water Treatment Plant		
Contract Name:			
Date Issued:		Effective Date of Field	
3/6/2025		Order: 3/6/2025	

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:

Specification Section(s): N/A

Drawing(s) / Details (s): NA

Description:

Revisions to keycard access and locksets for the control room space.

- Add card readers and revise door hardware (if needed) in order to restrict access out of the control room (to keep a cleaning crew from accessing the greater plant). Doors D101A, D101C, and D111A all currently have ISC hardware with F05 (classroom) locksets. Attached sketch depicts proposed access restrictions and card reader/striker additions.

Clarifications and substitutions per RFI 065 (attached).

- Clarifications for exit devices on doors D105A, D106A, and D107A and motorized electric latch retraction revisions for doors D110A and D104A.

Attachments:

- Markup of E402 with control room door access revisions
- RFI 065

Issued by Engineer

By: Brian Lintgen
Title: Project Manager
Date: 3/6/2025



22360 County Road 12
PO Box 517
Deerwood, MN 56444
218-546-5519
ricelake.org

DEERWOOD | MONTICELLO

Priority (1-5)

2

Priorities:

1 = 8 hours	4 = 5 days
2 = 2 days	5 = 2 weeks
3 = 3 days	

TO: Stantec

Received:

Answered:

RFI# 065

REQUEST FOR INFORMATION

Subject: Door Hardware

Location: D105A, D106A, D107A

Owner: City of Cottage Grove

Routing:

Project: Cottage Grove LZ WTP

Other:

Drawing No:

Spec.

REQUEST

#1) It has come to light that openings, D105A, D106A, and D107A (FRP Rated Doors) are not able to be labeled with the current CVR (ED5800A) exit devices for this project. Special lite has not done the testing on these openings with a CVR exit device and for this reason can not label these openings with the current hardware.

#2) D110A and D104A are both non rated openings. The CVR (ED4800) exit devices on these two openings is spec'd to work with a HES 9500 electric strike. This electric strike is not going to work with a Vertical Rod for access control.

#1) Would it be acceptable to reorder SVR (ED5400A) exit devices for D105A, D106A, and D107A (6 exit devices in total)

#2) Would it be acceptable to order a (MELR) Motorized Electric Latch Retraction in addition to the current CVR (ED4800) exit devices for openings D110A and D104A. The MELR will allow latch retraction to the top and bottom rods via the proper credentials.

Name: Chad Napstad

Company: Rice Lake Construction

Date: February 26, 2025

RESPONSE

The proposed solutions are acceptable.

Name: Eugene Minnick

Date: 02/27/25

SECTION C-940 – WORK CHANGE DIRECTIVE

WORK CHANGE DIRECTIVE NO.: 04

Owner:	Cottage Grove, Minnesota	Owner's Project No.:	
Engineer:	Stantec	Engineer's Project No.:	193805365
Contractor:	Rice Lake Construction Group	Contractor's Project No.:	2333
Project:	Low Zone Water Treatment Plant		
Contract Name:			
Date Issued:	5/29/2025	Effective Date of Work Change Directive:	5/29/2025

Contractor is directed to proceed promptly with the following change(s):

Description:

Addition of (3) 48" diameter surge tanks in the pump room. Connection to the high service pump header through the lower level of the pump room. Piping, valving, concrete equipment pad, slab coring, connections, and painting as needed. No SCADA connection.

Attachments:

Change Order Proposal #: FO 21 from Rice Lake (includes City Field Order No. 21)

Purpose for the Work Change Directive:

Surge protection of the distribution system in the event of a high service pump power failure when pumping at maximum capacity.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

- ☐ Non-agreement on pricing of proposed change.
☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price:	\$200,283.73	Increase
Contract Time:	168 days	No Change

Basis of estimated change in Contract Price:

- ☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer	Authorized by Owner
By: Brian Lintgen, PE	Ryan Burfeind, PE
Title: Project Manager	Public Works Director
Date: 5/29/2025	5/29/2025



22360 County Road 12
PO Box 517
Deerwood, MN 56444
218-546-5519
ricelake.org

DEERWOOD | MONTICELLO

Change Order Proposal #: 021

May 16th, 2025

Brian Lintgen, PE
Stantec
3717 23rd Street South
St. Cloud MN 56301-5094

Re: Cottage Grove Low Zone Water Treatment Facility Improvements

Brian:

We propose to furnish labor, material, and equipment to complete Field Order 021 – Bladder Tanks:

All for the sum of: \$200,284.00

Clarifications: Install is estimated to be complete by 10/31/25 pending an approval by 6/02/25

Feel free to reach out with any comments.

Sincerely,
RICE LAKE CONSTRUCTION GROUP

Chad Napstad
Project Manager

Cc: File
Jack Boelter



22360 County Road 12, PO Box 517
Deerwood, MN 56444

RLCG PROJECT #: 23-33
PROJECT NAME: Cottage Grove Low Zone Water Treatment Plant
DATE: 5/16/2025
COP: FO 21 - Bladder Tanks

CHANGE ORDER PROPOSAL

DESCRIPTION	QTY	UNIT	LABOR			MATERIAL		SUBCONTRACTOR TOTAL	EQUIPMENT TOTAL	LINE	TOTAL
			HOURS	\$ RATE	TOTAL	RATE	TOTAL				
Rice Lake											
- Supervision	3.00	Wk	120.00	\$ 110.00	\$13,200.00	\$ -	\$0.00	\$ -	\$ 987.00	\$	14,187.00
- Plumber	3.00	WK	240.00	\$ 95.00	\$22,800.00	\$ -	\$0.00	\$ -	\$ 987.00	\$	23,787.00
- Labor	1.00	HR	48.00	\$ 95.00	\$4,560.00	\$ -	\$0.00	\$ -	\$ -	\$	4,560.00
- Material				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$	-
- Equipment (Forklift + Rigging)	2.00	WK		\$ -	\$0.00	\$ 200.00	\$400.00	\$ -	\$ 4,238.00	\$	4,638.00
- Material (Bleach, Anchors, epoxy, concrete,	1.00	LS		\$ -	\$0.00	\$ 2,950.00	\$2,950.00	\$ -	\$ -	\$	2,950.00
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$	-
Sub				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$	-
- Mavo (Coring)	1.00	LS		\$ -	\$0.00	\$ -	\$0.00	\$ 1,993.00	\$ -	\$	1,993.00
- Reinhardt Painting	1.00	LS		\$ -	\$0.00	\$ -	\$0.00	\$ 5,628.00	\$ -	\$	5,628.00
- Tank Adder	1.00	LS		\$ -	\$0.00	\$ -	\$0.00	\$ 1,600.00	\$ -	\$	1,600.00
- Engel (Bat-T)	4.00	EA		\$ -	\$0.00	\$ 120.00	\$480.00	\$ -	\$ -	\$	480.00
Supplier				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$	-
- GNE	1.00	LS		\$ -	\$0.00	\$ 72,750.00	\$72,750.00	\$ -	\$ -	\$	72,750.00
- Freight	1.00	LS		\$ -	\$0.00	\$ 2,250.00	\$2,250.00	\$ -	\$ -	\$	2,250.00
- Ferguson	1.00	LS		\$ -	\$0.00	\$ 21,295.99	\$21,295.99	\$ -	\$ -	\$	21,295.99
-Freight	1.00	LS		\$ -	\$0.00	\$ 500.00	\$500.00	\$ -	\$ -	\$	500.00
- Vessco	1.00	LS		\$ -	\$0.00	\$ 5,413.00	\$5,413.00	\$ -	\$ -	\$	5,413.00
- Shipping	1.00	LS		\$ -	\$0.00	\$ 500.00	\$500.00	\$ -	\$ -	\$	500.00
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$	-
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$	-
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$	-
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$	-
Misc. Small Tools and Mat'l 5% of Labor	1.00	ea	5.00%							\$	2,028.00
Sales Tax	1.00	ea	8.735%							\$	9,306.18
Totals			\$ 408.00		\$ 40,560.00		\$ 106,538.99	\$ 9,221.00	\$ 6,212.00	\$	173,866.17
Rice Lake Mark-up on Subs (5%)										\$	461.05
Rice Lake Mark-up on Labor, Material, and Equipment (15%)										\$	22,996.65
Bond and Insurance Cost (1.5%)										\$	2,959.86
Total Change Order Proposal Request										\$	200,283.73
Est Completion										10/31/2025	
Days Requested										168.00	



FERGUSON WATERWORKS-2810
46997 SUNSET BLVD
O/S CITY LIMITS
SIOUX FALLS, SD 57106-8059
Phone: 605-777-6020

Deliver To:
From: Alan-mark Iva
alan-mark.iva@ferguson.com
Comments:

10:21:14 MAY 13 2025

Page 1 of 2

FERGUSON WATERWORKS #2516

Price Quotation

Phone: 605-777-6020

Bid No: B205541
Bid Date: 05/09/25
Quoted By: AMI

Cust Phone: 605-777-6020
Terms: CASH ON DEMAND

Customer: SIOUX FALLS FORMAL QUOTE
46997 SUNSET BOULEVARD
SIOUX FALLS, SD 57106

Ship To: SIOUX FALLS FORMAL QUOTE
46997 SUNSET BOULEVARD
SIOUX FALLS, SD 57106

Cust PO#: HSP TO BLADDER TANK

Job Name: COTTAGE GROVE

Item	Description	Quantity	Net Price	UM	Total
FTPC10	10 FLG C110 TEE PC	1	1253.280	EA	1253.28
FFPPC1015	10X15'0 FLGXFLG PC DI SPL	1	2891.110	EA	2891.11
F9PC10	10 FLG 90 C110 BEND PC	1	877.900	EA	877.90
FFPPC10Y	10X9'0 FLGXPE PC DI SPL	1	1663.330	EA	1663.33
E2110	10 MEGAFLANGE FLG ADPT	1	414.690	EA	414.69
FPS400	PS400 PIPESEAL LINK SEAL W/CS N&B	10	13.970	EA	139.70
DBFPC10	10 DI C110 BLND FLG PC	1	322.290	EA	322.29
FTPC10P	10X4 FLG C110 TEE PC	1	1100.380	EA	1100.38
FFPPC10M	10X3'0 FLGXFLG PC DI SPL	1	1056.320	EA	1056.32
FTPC10	10 FLG C110 TEE PC	1	1253.280	EA	1253.28
FTPC10P	10X4 FLG C110 TEE PC	1	1100.380	EA	1100.38
FFPPC10P	10X4'0 FLGXFLG PC DI SPL	1	1210.260	EA	1210.26
FTPC10P	10X4 FLG C110 TEE PC	1	1100.380	EA	1100.38
DBFPC10	10 DI C110 BLND FLG PC	1	322.290	EA	322.29
FFPPCP06	4X0'6 FLGXFLG PC DI SPL	3	306.630	EA	919.89
FB9PCP	4 FLG 90 C110 BEND BASE PC	3	334.150	EA	1002.45
FNWNBSZ110	10 ZN 150# FLG NUT/BLT SET	12	34.070	EA	408.84
ATSGA10	10 FF 1/8 TORUSEAL NSF61 FLG GSKT	12	47.140	EA	565.68
FNWNBSZ1P	4 ZN 150# FLG NUT/BLT SET	12	9.600	EA	115.20
ATSGAP	4 FF 1/8 TORUSEAL NSF61 FLG GSKT	12	23.220	EA	278.64
IGCICFP	4 GALV CI 125# THRD COMP FLG	3	75.740	EA	227.22
GNP24	4X24 GALV RDY CUT PIPE TBE	3	321.140	EA	963.42
VCD2992NPE0	4X2 PTD FIP MECH TEE 920	3	227.690	EA	683.07
IGNKM	2X3 GALV STL NIP	3	27.060	EA	81.18
FNWX410CK	LF 2 BRS 600# WOG THRD 2PC FP BV	3	126.390	EA	379.17
IGCPK	2 GALV MI CORED PLUG	3	18.170	EA	54.51
IGS9P	4 GALV MI 150# ST 90 ELL	3	303.710	EA	911.13

Net Total: \$21295.99
Tax: \$0.00
Freight: \$0.00
Total: \$21295.99



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=2810&on=21621>

FERGUSON WATERWORKS #2516
Price Quotation

10:21:14 MAY 13 2025

Reference No: B205541

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

Due to the uncertain impact of potential tariffs, Ferguson's quotation/proposal has not included any provision or contingency for future tariffs or increase of existing tariffs. Ferguson reserves the right to adjust prices to reflect the impact of any new or increased tariffs that affect our costs at the time of shipment. Ferguson will provide notice of any such adjustments along with documentation supporting the changes.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

**HOW ARE WE DOING? WE WANT YOUR FEEDBACK!**

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=2810&on=21621>



Equipment Proposal

GREAT NORTHERN ENVIRONMENTAL
1322 Helmo Avenue North
Oakdale, MN 55128
(651) 289-9100

DATE: 05/06/25_Rev3
JOB NAME: Cottage Grove MN – Low Zone WTP
ATTN: Chad Napstad, Project Manager
Rice Lake Construction
4053 Chelsea Road West
Monticello MN 55362
Cell: (218) 485-1529
Email: chad_napstad@ricelake.org

RE: Field Order 21 – Bladder Tanks

Dear Mr. Napstad,

In accordance with your request on April 22nd 2025, GNE is pleased to offer the following Firm Price Proposal for the Cottage Grove Low Zone Project as described below:

Item#1 – 660 Gallon Bladder Tanks

Materials:

Three (3) Model FXA-2500-HP, P/N 21022500 Wessels Bladder Tank

- 660 Gallon Capacity
- 150psi rating
- 48" Diameter
- 110" Tall
- 4" ANSI Connection
- NSF 61
- Part # 21022500
- Standard Primer Finish: E61RL0020 (Cut Sheet Attached, See adder below for finish paint)
- Materials Only, No Installation or Startup Included
- FREIGHT: Excluded and added at cost at time of shipment

PRICE: \$24,250 EACH, \$72,750 Total (Qty3)

Optional Adder: Finish Coat \$3,392 EACH. Macropoxy 646SW. See attached cut sheet for details
Freight Estimate: \$2,250 TOTAL



Equipment Proposal

GREAT NORTHERN ENVIRONMENTAL
1322 Helmo Avenue North
Oakdale, MN 55128
(651) 289-9100

- 1. Foundation Design:** Not included
- 2. Spare parts:** Not Applicable
- 3. Engineering Drawings:** Submitted for Record Only.
- 4. O & M Manuals:** Required sets of O & M Manuals.
- 5. Start-Up Services:** Not Applicable
- 6. Lead Time:** 14 weeks from Receipt of Order, Cut Sheets will be submitted for record

Thank you for the opportunity and we look forward to working with you on the project.

Sincerely,

Matt Fritze, President
Office: (651) 289-9100
Cell: (952) 239-2264

Accepted By: _____

Signature: _____

Date: _____

PO#: _____

DeZURIK QUOTATION



To:
Invoice Terms: Net 30
Days Valid: 30 day(s)
Delivery Terms: FFA, Prepaid and Allow

Date of Quote: 05/02/2025
Quote Number: QUO220484
Project Name:
I.D. (Rep. Use):
Line of Business: 4941 Water Treatment
Make Order To: DeZURIK, INC.
 C/O VESSCO, INC.
 8217 UPLAND CIRCLE
 CHANHASSEN MN 55317
 United States
 Cory Stough
 Tel/Direct: 952.941.2678
 cstough@vessco.com

Currency and Values expressed in USD (\$)

ANY PURCHASE ORDER ISSUED AS A RESULT OF THIS QUOTATION IS SUBJECT TO ALL OF THE MANUFACTURER'S CONDITIONS SET FORTH IN THIS DOCUMENT HEREOF, REASONABLE CONTRACT LANGUAGE NEGOTIATIONS AND FINAL ACCEPTANCE BY DEZURIK AT SARTELL, MN USA. UNLESS OTHERWISE NOTED, QUOTATIONS ARE VALID FOR 30 DAYS. UNTIL ACCEPTANCE OF ORDER, QUOTED PRICES AND DELIVERY ARE SUBJECT TO CHANGE. UNLESS OTHERWISE NOTED, PRICES ARE FIRM FOR SHIPMENT OF GOODS WITHIN 12 MONTHS FROM THE RELEVANT QUOTATION DATE. OUR PRICES ARE BASED ON CURRENT PRICES FOR MATERIAL. IF A SIGNIFICANT MATERIAL PRICE INCREASE OCCURS BETWEEN ORDER ACCEPTANCE AND SHIPMENT DATE, GOODS SCHEDULED TO SHIP BEYOND 12 MONTHS OF THE QUOTATION DATE ARE SUBJECT TO A PRICE ADJUSTMENT BY THE AMOUNT NECESSARY TO COVER SUCH AN INCREASE.

Line#	Cust. Line #	Qty	Order Code	Unit Price	Total Price
1		3	9542699 BAW,4,F1,CI,NBRN-NBR,150B,DI-S2*GS-6B- HD8 Style: BAW - DeZURIK AWWA C504 3-72"; C516 78" and larger Rubber Seated Butterfly Valve (BAW) Size: 4 - 4 Inch (100mm) End Connection: F1 - Flanged Drilling; ASME Class 125/150 Body Material: CI - Cast Iron Packing: NBRN - Acrylonitrile Butadiene; Self Adjusting; -20 to 180° F. (-29 to 82° C.) Seat Material: NBR - Acrylonitrile Butadiene; Temperature -20 to 180° F. (-29 to 82° C.) Service Class: 150B - AWWA Class 150B Disc Material: DI - Ductile Iron with 316 Stainless Steel Edge Shaft Material: S2 - 316 Stainless Steel Coating: S30SC0 - 8 mils minimum of Blue DeZURIK Epoxy on Interior and Exterior with Standard (SP10) surface prep Actuator: GS-6B-HD8 - G-Series Handwheel; 8 In Dia Weight (Approx): 83 lbs/ 38 kgs Min Valve Temperature: -20 Degrees F. Max Temperature: 180 Degrees F.	\$1,074.00	\$3,222.00
2		1	9712116 BAW,10,F1,CI,NBRN-NBR,150B,DI-S2*GS-6B- CW8	\$2,025.00	\$2,025.00

DeZURIK QUOTATION



Line#	Cust. Line #	Qty	Order Code	Unit Price	Total Price
			Style: BAW - DeZURIK AWWA C504 3-72"; C516 78" and larger Rubber Seated Butterfly Valve (BAW) Size: 10 - 10 Inch (250mm) End Connection: F1 - Flanged Drilling; ASME Class 125/150 Body Material: CI - Cast Iron Packing: NBRN - Acrylonitrile Butadiene; Self Adjusting; -20 to 180° F. (-29 to 82° C.) Seat Material: NBR - Acrylonitrile Butadiene; Temperature -20 to 180° F. (-29 to 82° C.) Service Class: 150B - AWWA Class 150B Disc Material: DI - Ductile Iron with 316 Stainless Steel Edge Shaft Material: S2 - 316 Stainless Steel Coating: S30SC0 - 8 mils minimum of Blue DeZURIK Epoxy on Interior and Exterior with Standard (SP10) surface prep Actuator: GS-6B-CW8 - G-Series Chainwheel; 8 In Dia Weight (Approx): 194 lbs/ 88 kgs Min Valve Temperature: -20 Degrees F. Max Temperature: 180 Degrees F.		
3		1	1001302 LINK CLOSING 3/16	\$6.00	\$6.00
4		20	1003703 ACC*CN102 Style: ACC - Accessories Accessory Code: CN102 - Chain Std Link; Chwhl Act's; Price per Foot Weight (Approx): 0 lbs/ 0 kgs	\$8.00	\$160.00
Total					\$5,413.00

*Estimated manufacturing lead times included in this quotation are defined as "after release of order to production" (ARO) and are subject to change based upon availability of parts and manufacturing capacity at the time the goods are released to production. Production orders are considered released to production upon receipt. Manufacturing lead times do not include transit lead times. Estimated lead times are based upon the items and quantities listed on the quotation. Any changes to order codes and/or quantities may result in changes to manufacturing lead times.

MANUFACTURER'S CONDITIONS

These conditions apply to all quotations, orders and contracts for DeZURIK, Inc. ("we," "us" or "our")

1. CONSTRUCTION AND LEGAL EFFECT: Our sale to you (defined as the purchaser of goods from us), is limited to and expressly made conditional on your assent to these typed and printed terms and conditions of sale, the face and reverse side hereof ("These Terms"), all of which form a part of the agreement to sell and which supersede and reject all prior writings (including your order), representations, negotiations with respect hereto and any conflicting terms and conditions of yours, any statement therein to the contrary notwithstanding. The sending of the purchase order for the goods referred to herein, whether or not signed by you, or your acceptance of the goods or payment operates as acceptance by you of These Terms. In case of conflict between These Terms and the terms of your purchase order or acceptance, These Terms govern; any different or conflicting terms submitted by you in any purchase order or acceptance shall be deemed objected to by us and shall be of no effect unless specifically agreed to by us in writing. We will furnish only the quantities and goods specifically listed on the face hereof or the pages attached hereto., or any updates or modifications to the same purchase order. We assume no responsibility for other terms or conditions or for furnishing other equipment or material shown in any plans and/or specifications for a project to which the goods quoted or ordered herein pertain or refer. Our published or quoted terms and conditions are subject to change without notice prior to acceptance of order.

2. PRICES: Unless otherwise noted on the face hereof, quotations are valid for 30 days, prices are net, FCA Incoterms 2020 our factory. Stenographic, clerical, and mathematical errors are subject to correction. Until acceptance of order on These Terms, quoted prices and delivery are subject to change. Thereafter, unless otherwise noted, prices are firm for shipment of goods within 12 months from the relevant quotation date. Our prices are based on current prices for material. We will endeavor to obtain the lowest pricing on materials from our suppliers, but if a significant material price increase occurs between order acceptance and shipment date, goods scheduled to ship beyond 12 months of the quotation date are subject to a price adjustment by the amount necessary to cover such increase.

3. DELIVERY: Dates for the furnishing of services and/or delivery or shipment of goods are approximate only and are subject to change. Quoted lead times are figured from the later of date of acceptance of order on These Terms or from the date of receipt of complete technical data and approved drawings as such may be necessary. We shall not be liable, directly or indirectly, for any delay in or failure to perform caused by carriers or suppliers or delays from labor difficulties, shortages, strikes or stoppages of any sort, failure or delay in obtaining materials, customer requested order changes, fires, floods, storms, accidents, government restrictions, epidemics, pandemics, causes designated acts of God or force majeure by any statute or court of law or other causes beyond our reasonable control.

4. SHORTAGE, DAMAGE, ERRORS IN SHIPMENT: Our responsibility ceases upon delivery to carrier. Risk of loss, injury or destruction of property, shall be borne by you from and after our delivery to carrier, and such loss, injury or destruction shall not release you from the obligation to pay the purchase price. You shall note receipt for goods that are not in accordance with bill of lading or express receipt and you shall make claim against such carrier for any shortage, damage or discrepancy in the shipment per the ICC Code for Freight Claims promptly. You shall inspect and examine all items and goods covered by the order when unpacking crated or boxed goods, and if damage is discovered, leave as is until the carrier's agent makes examination and notation on freight or express bill of concealed damage. We will render reasonable assistance to help trace and recover lost goods and collect just claims as a business courtesy, but without obligation. We do not guarantee safe delivery.

5. TAXES: Our prices do not include sales, use, excise, occupation, processing, transportation or other similar taxes which we may be required to pay or collect with respect to any of the materials covered hereby under existing or future law. Consequently, in addition to the price specified herein, such taxes shall be paid by you, or you shall provide us with a tax exemption certificate acceptable to the appropriate taxing authorities. You shall also assume and pay any import or export duties and taxes, with respect to the materials covered by the order, and shall hold harmless and reimburse us therefrom.

6. CREDIT AND PAYMENT: Unless otherwise noted on the face hereof, payment of goods shall be 100% thirty (30) days net in US dollars. Payment shall be made: (a) in full without set-off, counterclaim, or withholding of any kind; and (b) not contingent on payment from or approval of any third party. Prorated payments shall become due with partial shipments. We reserve the right at any time to suspend credit or to change credit terms provided herein, when, in our sole opinion, your willingness or ability to pay your obligations to us is in doubt. Failure to pay invoices at maturity date, at our election, makes all subsequent invoices immediately due and payable irrespective of terms, and we may withhold all subsequent deliveries until the full account is settled and we shall not, in such event, be liable for non-performance of contract in whole or in part. You agree to pay, without formal notice, 1.5% per month of the amount not paid when due, provided that, if such rate is in excess of applicable governing law, you agree to pay the maximum permitted rate.

7. CANCELLATIONS AND CHANGES: Orders which have been accepted by us are not subject to your cancellation or changes in specifications, except upon our written consent, and we may require, as a condition of such consent, appropriate modification charges and adjustments in price, delivery schedule and other relevant terms, and in the case of cancellation, cancellation charges. In the event we accept your cancellation, you shall be liable for a cancellation charge equal to the higher of (i) 25% of the purchase price of the item(s), or (ii) any loss or cost incurred by us, including, but not limited to, cost of materials, labor, engineering, reconditioning and reasonable overhead.

8. DEFERRED SHIPMENT: If shipment is deferred at your request, payment of the contract price shall become due when you are notified that the equipment is ready for shipment. If you fail to make payment and/or furnish shipping instructions, we may either extend time for so doing or cancel the contract. In case of deferred shipment at your request, storage and other reasonable expenses attributable to such delay shall be payable by you.

9. LIMITED WARRANTY: Products, auxiliaries and parts thereof that we manufacture for a period of twenty-four (24) months from the date of shipment from our factory, are warranted to the original purchaser only against defective workmanship and material, but only if properly stored, installed, operated, and serviced in accordance with our recommendations and instructions. For items proven to be defective within the warranty period, your exclusive remedy under this limited warranty is repair or replacement of the defective item, at our option, FCA Incoterms 2020 our facility with removal, transportation, and installation at your cost. Products or parts manufactured by others but furnished by us are not covered under this limited warranty. We may provide repair or replacement for other's products or parts only to the extent provided in and honored by the original manufacturers' warranty to us, in each case subject to the limitations contained in the original manufacturer's warranty. No claim for transportation, labor, or special or consequential damages or any other loss, cost or damage is being provided in this limited warranty. You shall be solely responsible for determining suitability for use and in no event shall we be liable in this respect. This limited warranty does not warrant that any product or part we manufacture is resistant to corrosion, erosion, abrasion or other sources of failure, nor do we warrant a minimum length of service. Your failure to give written notice to us of any alleged defect under this warranty within twenty (20) days of its discovery, or attempts by someone other than us or our authorized representatives to remedy the alleged defects therein, or failure to return product or parts for repair or replacement as herein provided, or failure to store, install, or operate said products and parts according to the recommendations and instructions furnished by us shall be a waiver by you of all rights under this limited warranty. This limited warranty is voided by any misuse, modification, abuse or alteration of our product or part, accident, fire, flood or other Act of God, or your failure to pay entire contract price when due. The foregoing limited warranty shall be null and void if, after shipment from our factory, the item is modified in any way or a component of another manufacturer, such as but not limited to; an actuator is attached to the item by anyone other than our factory authorized service personnel. All orders accepted shall be deemed accepted subject to this limited warranty, which shall be exclusive of any other or previous warranty, and this shall be the only effective guarantee or warranty binding on us, despite anything to the contrary contained in the purchase order or represented by any agent or employee of ours in writing or otherwise, notwithstanding, including but not limited to implied warranties.

THE FOREGOING REPAIR AND REPLACEMENT LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY OR OTHERWISE, EXPRESSED OR IMPLIED IN FACT OR BY LAW, AND STATE OUR ENTIRE AND EXCLUSIVE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ANY CLAIM IN CONNECTION WITH THE

SALE AND FURNISHING OF SERVICES, GOODS OR PARTS, THEIR DESIGN, SUITABILITY FOR USE, INSTALLATION OR OPERATIONS. NEITHER ANY PERFORMANCE OR OTHER CONDUCT, NOR ANY ORAL OR WRITTEN INFORMATION, STATEMENT OR ADVICE PROVIDED BY US OR ANY OF OUR EMPLOYEES OR AGENTS WILL CREATE A WARRANTY, OR IN ANY WAY INCREASE THE SCOPE OR DURATION OF THIS LIMITED WARRANTY.

10. INTELLECTUAL PROPERTY: We shall indemnify and hold you harmless from any amount that you are required to pay to a third-party pursuant to final, non-appealable court order as a result of such third-party's claim that a product sold hereunder infringes any United States patent or copyright of such third party; provided that our obligation of indemnification is contingent upon (a) your notifying us in writing of any such claim within 20 days of receipt thereof, (b) your providing us with exclusive control of the defense and/or settlement thereof, and (c) your cooperating with us in such defense and/or settlement. In the event of such a successful infringement claim by the third party, at our option, we shall either (i) modify the product sold hereunder so that it performs comparable functions without infringement, (ii) obtain a royalty-free license for you to continue using the infringing product or (iii) refund to you the then-depreciated fair market value of the infringing component. We shall have no obligation under this Section to the extent a claim is based upon (a) the combination, operation or use of the product with equipment, products, hardware, software, systems or data that was not provided by us, if such infringement would have been avoided in the absence of such combination, operation or use, or (b) your use of the product in any manner inconsistent with our written materials regarding the use of such product. This Section states our entire liability and your exclusive remedy with respect to any alleged infringement arising from the use of the products sold hereunder or any part thereof and is subject to the other limitations contained in These Terms.

11. LIMITATION OF LIABILITY: IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGE TO OR LOSS OF OTHER PROPERTY OR EQUIPMENT, BUSINESS INTERRUPTION, COST OF SUBSTITUTE PRODUCTS, LOSS OF TIME, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, LOSS OF USE, OR DIMINUTION IN VALUE) WHATSOEVER, AND OUR LIABILITY, UNDER NO CIRCUMSTANCES, WILL EXCEED THE CONTRACT PRICE FOR THE GOODS AND/OR SERVICES FOR WHICH LIABILITY IS CLAIMED. ANY ACTION FOR BREACH OF CONTRACT BY YOU, OTHER THAN RIGHTS RESPECTING OUR LIMITED WARRANTY DESCRIBED IN SECTION 9 ABOVE, MUST BE COMMENCED WITHIN 12 MONTHS AFTER THE DATE OF SALE.

12. EXPORT CONTROL COMPLIANCE: You agree and acknowledge that the products are sold in accordance with U.S. export control and sanctions laws, regulations and orders, as they may be amended from time to time. You agree to ascertain and comply with all applicable export and re-export obligations and restrictions, including without limitation, U.S. export and re-export controls under the Export Administration Regulations ("EAR"), International Traffic in Arms Regulations ("ITAR"), and all regulations and orders administered by the U.S. Department of Treasury, Office of Foreign Assets Control (collectively, "U.S. Export Control Laws"). If you are conducting the export from the United States or the re-export from a country outside the United States, you shall comply with such U.S. Export Control Laws and obtain any license or other authorization required to export or re-export the products and related technology. We shall reasonably cooperate and exercise reasonable efforts, at your expense, to support you in obtaining any necessary licenses or authorizations. You shall not export or re-export the products and/or related technology to any country or entity to which such export or re-export is prohibited, including, but not limited to any country or entity under sanction or embargoes administered by the United States. Any diversion contrary to the law of the United States is prohibited. You will not take, and will not solicit us to take, any action that would violate any anti-boycott or any export or import statutes or regulations of the United States or other governmental authorities, and shall defend and indemnify us for any loss or damage arising out of or related to such actions.

13. GENERAL COMPLIANCE WITH LAWS: In addition to your obligations under Section 12 above, you represent and warrant that, in performing your duties under this Agreement, you will comply with, at your sole expense, all applicable laws and regulations of any governmental authority, including, but not limited to your duties involving any required registrations, requirements as to product contents, packaging and labeling, restraint of trade, consumer laws, data privacy, export regulations, and environmental laws. You agree and acknowledge you have had an opportunity to obtain legal advice regarding, and currently comply with, all applicable legal requirements that prohibit unfair, fraudulent or corrupt business practices, including, but not limited to the U.S. Foreign Corrupt Practices Act (FCPA) as well as U.S. and other legal requirements that are designed to combat terrorism and terrorist activities. In addition, neither you nor any of your equity interest owners, officers or directors are named as a "specially designated national" or "blocked person" as designated by the United States Department of the Treasury's Office of Foreign Assets Control under the U.S. PATRIOT Act.

14. INDEMNIFICATION BY YOU: You will indemnify, defend and hold us and our corporate parents and other affiliates and their respective officers, directors, stockholders, members, insurers, attorneys, employees, agents, successors, predecessors, assigns, heirs and personal representatives harmless against any and all liability, claims, suits, actions, losses, liabilities, damages, costs and legal fees arising out of or related to: (i) any conduct of you or any related party as described in Sections 12 or 13 above; or (ii) your breach of any other provision herein.

15. PROPRIETARY INFORMATION: All specifications, drawings, data, manuals, designs, information, ideas, methods, patterns and inventions made, conceived, developed or generated by us incident to the procurement or performance of this order ("Work Product") will vest in, inure to and be the sole property of us. You will not copy, publish or otherwise disclose, in whole or in part, to others such Work Product without the express prior written permission of us. You will not use information furnished hereunder for any purpose other than for operation and maintenance of the goods and services or for any purpose other than as explicitly intended by us. The rights and obligations in this Section 15 will survive termination or expiration of this order. .

16. ARBITRATION: Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The venue for such proceedings shall be St. Cloud, MN.

17. TEXAS WAIVER OF CONSUMER RIGHTS: If you are entitled to its protection, you hereby agree to waive your rights under the Deceptive Trade Practices-Consumer Protection Act, Section 17.41 et seq., Business & Commerce Code, a law that gives consumers special rights and protections. You warrant that, after consultation with an attorney of your own selection, you voluntarily consent to this waiver.

18. APPLICABLE LAW: The rights and duties of the parties shall be governed by the laws and exclusive jurisdiction of the State of Minnesota without regard to the conflict of law principles thereof. You agree the United Nations Convention on Contracts for the International Sale of Goods or any subsequently enacted treaty or convention shall not apply to These Terms.

19. NO OTHER CONTRACT PROVISIONS; OTHER: These Terms reflect the entire agreement with respect to the products. Terms and conditions of your order shall be without force and effect, except to the extent identical herewith. No dealer, broker, branch manager, agent, employee or representative of ours has any power of authority except to take orders for our products and to submit the same to us, at our factory, for our approval and acceptance on the terms herein or rejection. There are no representations, agreements, obligations, or conditions, expressed or implied, statutory or otherwise, relating to the subject matter hereof, other than herein contained. DeZURIK, Inc. and related terms (we, us and our) shall refer to DeZURIK, Inc. and its affiliates. If any provision hereof is invalid or not enforceable under applicable law, the remaining provisions shall remain in full force and effect. Any assignment of your rights hereunder without our consent (which shall not be unreasonably withheld) shall be void. These Terms shall be binding on your successors and assigns. Our failure to require your performance of any of These Terms shall not serve as a waiver of or diminish our rights to require strict performance of such provision or These Terms.

REINHARDT & SONS *Painting, Inc.*

P.O. Box 270287
Minneapolis, MN 55427-0287
phone: 612-760-2868
fax: 763-432-9031
dreinhardtandsons.com

May 16, 2025

Rice Lake Construction Group

Attn: Mr. Chad Napstad

Re: Low Zone WTP- FO #21
Cottage Grove, MN

Please add \$ 5,628 for the painting of additional piping as shown on the above referenced drawings. The following is a breakdown:

Labor: 36 hours x \$ 105.00	\$ 3,780
Materials: epoxy, poly, brushes and solvent	\$ 940
Stenciling: material and labor	\$ 200
Sub Total	<u>\$ 4,920</u>
OH & P	<u>\$ 738</u>
Total	\$ 5,628

Option Add: \$1,600 to prep, paint and stencil three bladder tanks.

Please do not hesitate to contact me at 612-760-2868 with any questions you might have regarding this matter.

Respectfully Submitted,

Mr. Duwaine Reinhardt
President
Reinhardt & Sons Painting, Inc.



ESTIMATE Prepared for:

Rice Lake

Chad Napstad

218-485-1529

chad_napstad@ricelake.org

ESTIMATE #

BA25-345

DATE

5/7/2025

Page 1 of 2

Mavo Concrete Sawing Services, Inc.

80 2nd Ave. SE. New Brighton, MN 55112

Brandon Abbott, PM - (612) 743-1345

MBE - DBE



Mavo Concrete Sawing will provide the Labor and Equipment Necessary to perform the work Specifically described below Subject to the conditions on the following pages:

PROJECT NAME	PROJECT ADDRESS	CITY, STATE	ZIP
Cottage Grove WTP	10901 Ideal Ave S	Cottage Grove, MN	55016
DESCRIPTION	QTY	COST	TOTAL
Saw cut/remove/dispose of the following:			
Core drill a 14" hole through 18" concrete deck	1		
*Lift and/or access to work area to be provided or price will vary			
Exclusions:			
*Excavation, backfill, compaction			
*Pour back			
*GPR Scanning			
*Hole covers / handrails			
*Supply or installation of new			
*Shoring leading edge of openings			
*Layout			
If GPR Scanning is required	Add	\$600.00	
If off hours are required	Add	\$425.00	
		TOTAL	\$1,993.00

ACCEPTANCE SIGNATURE _____

Corporate Office:
4330 Centerville Road
White Bear Lake, MN 55127

763.788.7713

www.mavo.com

New Brighton Office:
80 Second Avenue SE
New Brighton, MN 55112

651.289.8465

An Equal Opportunity Employer

Superior Office:
1318 Ogden Avenue
Superior, WI 54880

715.392.2463

Edgar Office:
122839 Leroy Street
Edgar, WI 54426

715.352.2552

Wausau Office: (Abatement)
4455 Stewart Avenue
Wausau, WI 54401

715.849.9754



ESTIMATE Prepared by: Brandon Abbott
Office: (763) 788-7713
Cell: (612) 743-1345
Email: babbott@mavo.com

ESTIMATE	DATE
BA25-345	5/7/2025



Page 2 of 2

Authorized Signature *Brandon Abbott*

Mavo Concrete Sawing Services, Inc. **MBE-DBE**

DESCRIPTION

Please allow 10 working days notice

Per Mobilization (Min. Charge is \$400)

*GC/Owner to provide ALL access (including Platforms, Lifting) to work area/remove obstacles;
and to minimize mobilizations and down time: Standby/Downtime for Others'
requirements will be charged @ \$125/ManHR: Site Specific Training @\$125/ManHR.*

*Any Prices quoted are based on stated dimensions and Quantities and Work done on
Regular Time as described and under existing Insurance; variations may alter price.*

*Notwithstanding any Contract Between You and the Owner;
NO RETAINAGE SHALL BE WITHHELD FROM PAYMENTS
DUE TO US AFTER OUR CONTRACT WORK IS COMPLETE*

*GC/Owner to make every attempt to locate & de-energize all Facilities or
Utilities possibly affected by cutting operation in and below slab;
Mavo Concrete Sawing has no information pertaining to and assumes no
responsibility for under or in slab or wall Facilities or Utilities, inbedments or structures;
These should be verified, located, considered and/or de-energized prior to work.
unless specifically located and marked by others.*

*GC/Owner to provide all dust/noise/safety barriers,
and any HAZARDOUS MATERIAL ABATEMENT/DISPOSAL necessary.*

*NO temporary and NO permanent shoring,
lintels or covers for openings are included.*

*All Supervision, Engineering and/or Design AND LAYOUT
considering structural integrity and existing or
future adjacent equipment, fixtures etc.
is responsibility of Owner or General Contractor.*

Removal and/or Disposal of Concrete/debris/slurry is included

Terms of Payment: Net 30 days

Payments to be made as followed:

In the event payment is not made as outlined herein, the undersigned agrees to pay all costs of collection and attorney's fees incurred by Mavo Systems, Inc.

All material is guaranteed to be specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration of deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Owner agrees to supply Mavo Systems, Inc. with 110 volt power and portable water to complete the cleaning process.

Note: This proposal may be withdrawn by us if not accepted within 60 days

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted.

You are authorized to do the work as specified. Payment will be made as outlined.

ACCEPTANCE SIGNATURE

SECTION C-942 – FIELD ORDER

FIELD ORDER NO.: 21

Owner:	Cottage Grove, Minnesota	Owner's Project No.:	
Engineer:	Stantec	Engineer's Project No.:	193805365
Contractor:	Rice Lake Construction Group	Contractor's Project No.:	2333
Project:	Low Zone Water Treatment Plant		
Contract Name:			
Date Issued:		Effective Date of Field	
4/18/2025		Order:	4/18/2025

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:

Specification Section(s): 03 30 00; 09 91 00; 40 05 10; 40 05 25

Drawing(s) / Details (s): NA

Description:

Addition of bladder tanks to mitigate transient surge. Refer to attached drawings and price quote for tanks.

- Add (3) 48" bladder tanks to the pump room. Wessels Company FXA-2500 Model (660 gallon) @ 150 PSI, 4" connection. 25 psi air pre-charge.
- Connect a 10" header to the house/chem/fire connection in the lower level as noted and bring into the pump room through a new hole in the floor.
- Add valving as noted. Provide isolation valves and drain valves for each tank.
- Provide a concrete equipment pad.

Attachments:

- Markup of D403 and D403A
- Wessels Company Tank Specification

Issued by Engineer

By: Brian Lintgen
Title: Project Manager
Date: 4/18/2025



SINCE 1908
wessels
company

SUBMITTAL

FXA-HP-SERIES

WATER WELL & PRESSURE BOOSTER
EXPANSION TANKS

Models: FXA-1000-HP to FXA-15000-HP

Submittal Sheet No. C-1008B Rev. 2 1/28/2019

Job Name _____
Location _____
Engineer _____
Contractor _____
Sales Rep. _____

Submitted By _____ Date _____
Approved By _____ Date _____
Order No. _____ Date _____
Notes _____

Description:

Wessels patented type FXA-HP (High Pressure) tanks are ASME replaceable bladder type pre-charged water well & pressure booster expansion tanks for commercial and industrial well and water systems, booster systems, or other potable water applications. They are designed to deliver water under pressure between pump cycles to provide sufficient flow to meet demands. The water is contained in a butyl bladder. All FXA hydro-pneumatic tanks can be installed vertically or horizontally. Products comply with NSF/ANSI Standard 61.

Construction:

Shell: Carbon Steel
Heads: Carbon Steel
Exterior: Carbocoat 140 - Harvester Red
Bladder: Heavy Duty Butyl
FDA Approved
NSF 61 Listed
System Connection: Epoxy lined

Design Parameters:

Maximum Design Pressure: 150
Temperature Range: -20°F to 240°F

Model Number	Part Number 150 PSI	Part Number 200 PSI	Part Number 250 PSI	Part Number 300 PSI	Tank Volume (Gallons)	Tagging Information	Quantity
FXA-1000-HP	21021000	21041000	21051000	21061000	264		
FXA-1200-HP	21021200	21041200	21051200	21061200	317		
FXA-1400-HP	21021400	21041400	21051400	21061400	370		
FXA-1600-HP	21021600	21041600	21051600	21061600	422		
FXA-2000-HP	21022000	21042000	21052000	21062000	528		
FXA-2500-HP	21022500	21042500	21052500	21062500	660		3
FXA-3000L-HP	21023000	21043000	21053000	21063000	792		
FXA-3000S-HP	21023001	21043001	21053001	21073001	792		
FXA-4000-HP	21024000	21044000	21054000	21064000	1056		
FXA-5000-HP	21025000	21045000	21055000	21065000	1320		
FXA-7500-HP	21027500	21047500	21057500	21067500	1980		
FXA-10000-HP	21029999	21049999	21059999	21069999	2640		
FXA-15000-HP	21520000	21540000	21550000	21560000	3963		

Typical Specification

Furnish and install, as shown on plans, a 660 gallon 48 " diameter X 110 " (high) pre-charged steel water well & pressure booster expansion tank with replaceable heavy-duty butyl bladder. The tank shall have NPT epoxy lined system connections and a 0.302"-32 charging valve connection (standard tire valve) to facilitate the on-site charging of the tank to meet system requirements, a pressure gauge, and bladder integrity monitor. The tank must be constructed in accordance with most recent addendum of Section VIII Division 1 of the ASME Boiler and Pressure Vessel Code. Products comply with NSF/ANSI Standard 61.

Each tank shall be Wessels model number FXA-21022500-HP or approved equal.

E-mail



SINCE 1908
wessels
company

101 Tank Street, Greenwood, IN 46143
P: 317-888-9800 F: 317-865-7411
www.westank.com



SINCE 1908
wessels
 company

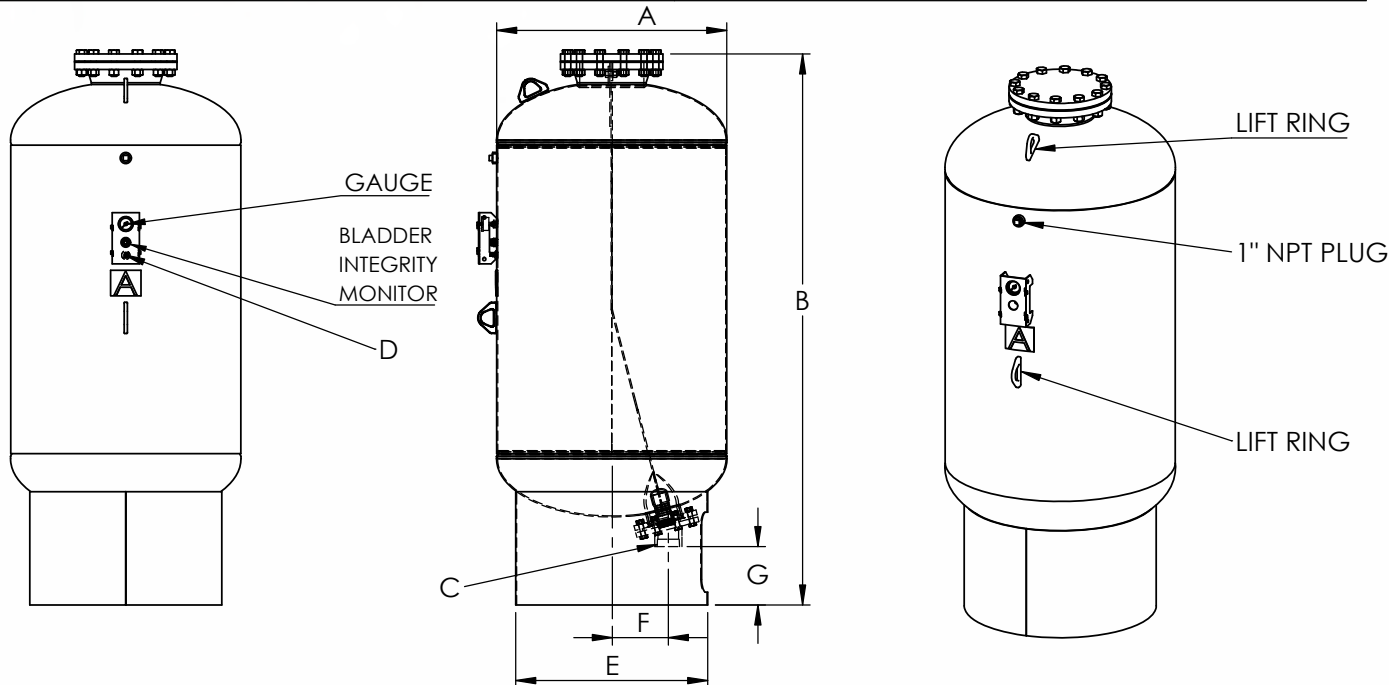
SUBMITTAL

FXA-HP-SERIES

WATER WELL & PRESSURE BOOSTER
 EXPANSION TANKS

Models: FXA-1000-HP to FXA-15000-HP

Submittal Sheet No. C-1008B Rev. 2 1/28/2019



FXA-1000-HP TO FXA-15000-HP

Dimensions & Weights:

Model Number	Dimensions in Inches							Approx. Shipping Weight (lbs)			
	A	B	System Connection	Charging Valve	E	F	G	150 PSI	200 PSI	250 PSI	300 PSI
			C	D							
FXA-1000-HP	36	87	3	0.302-32NC	30	8	9 1/8	596	698	830	978
FXA-1200-HP		98 1/2						676	905	1118	1408
FXA-1400-HP		110 1/2					8 7/8	756	1107	1330	1670
FXA-1600-HP	48	84	4		42	9	9 1/8	1222	1413	1713	2105
FXA-2000-HP		96						1399	1643	2026	2352
FXA-2500-HP		110					8 7/8	1548	1935	2352	2906
FXA-3000L-HP	60	133	4		54	10	9	1890	2198	2782	3444
FXA-3000S-HP		93					9 3/4	2371	2694	2965	3487
FXA-4000-HP		115					9 7/16	2586	3291	3736	4386
FXA-5000-HP	72	138	4		60	11	9 7/8	3041	3858	4485	5305
FXA-7500-HP		140						8	4392	5491	6583
FXA-10000-HP		172					8	5437	6796	8068	9397
FXA-15000-HP		243					7851	9814	12030	13564	

Notes:

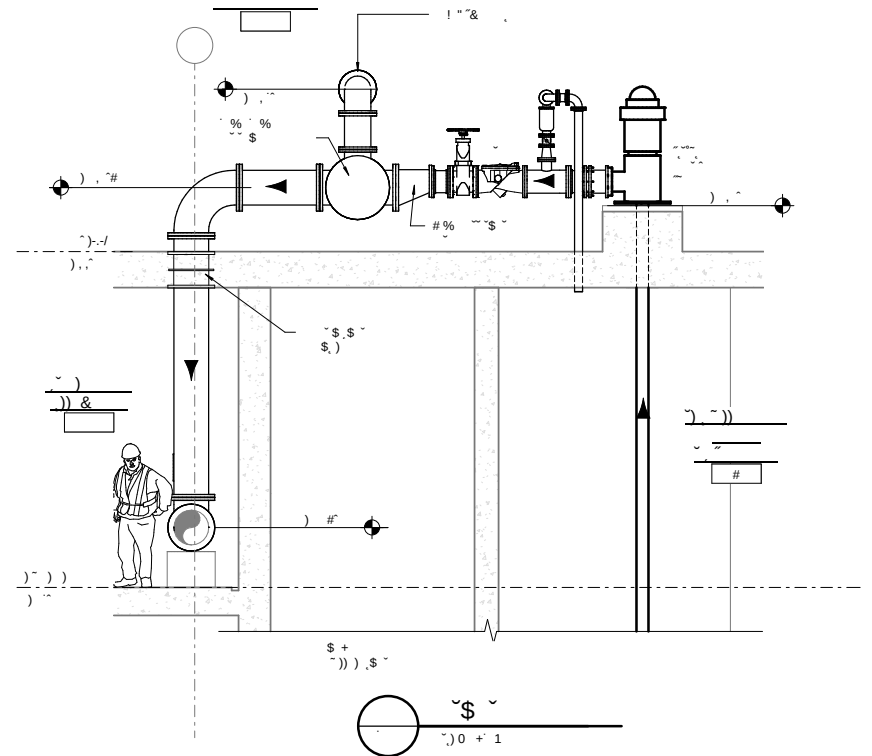
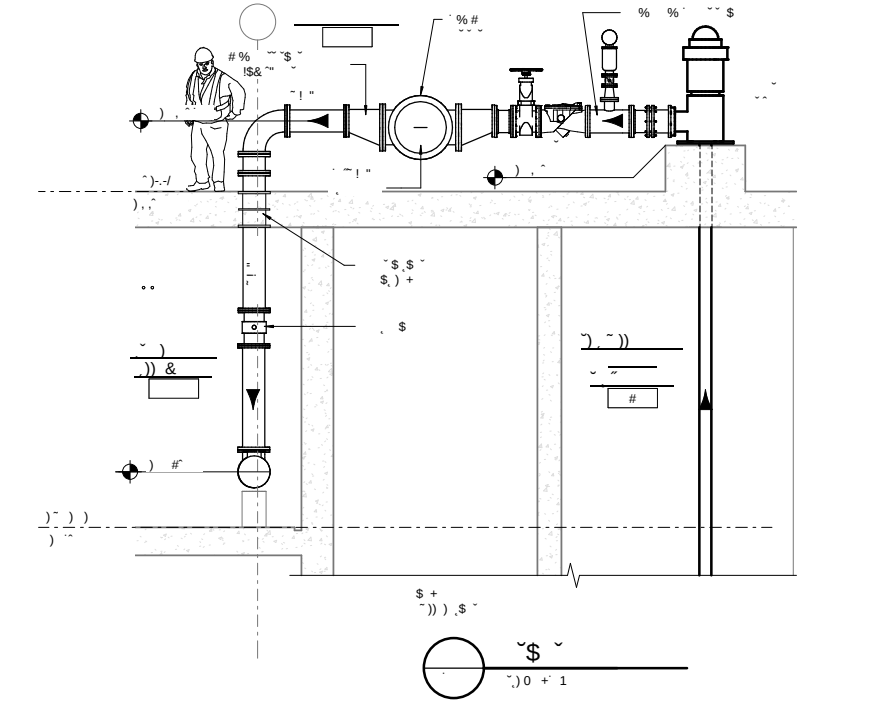
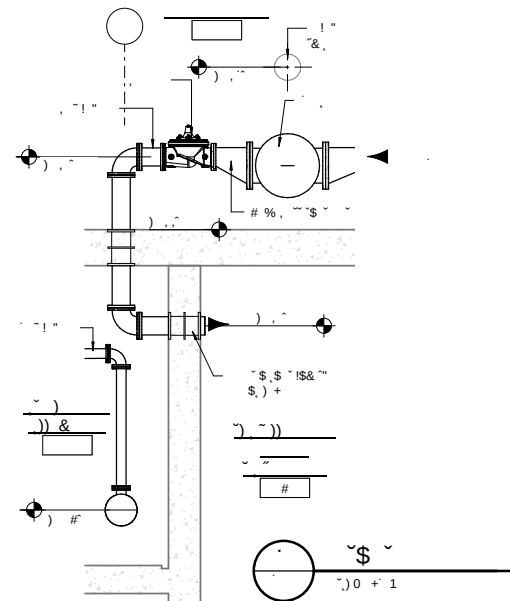
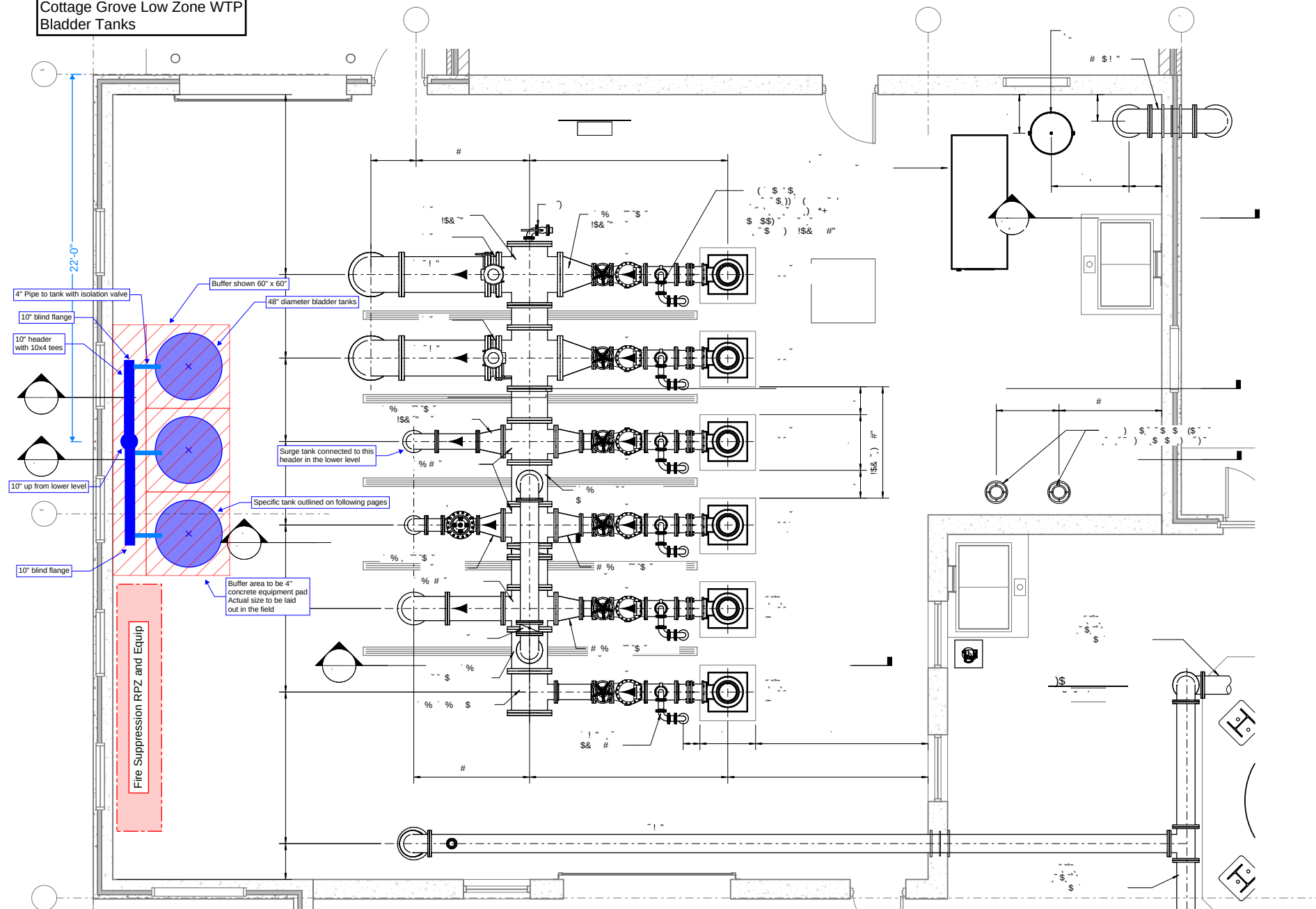
- Tanks are factory pre-charged at 40 psig and field adjustable.
- California code-sight glass is available upon request.
- Tanks installed horizontally must have the system connection below the horizontal centerline of the tank.
- Mounting clips are available upon request.
- U.S. Patent No. 8,633,825 B2



SINCE 1908
wessels
 company

101 Tank Street, Greenwood, IN 46143
 P: 317-888-9800 F: 317-865-7411
 www.westank.com

Cottage Grove Low Zone WTP Bladder Tanks

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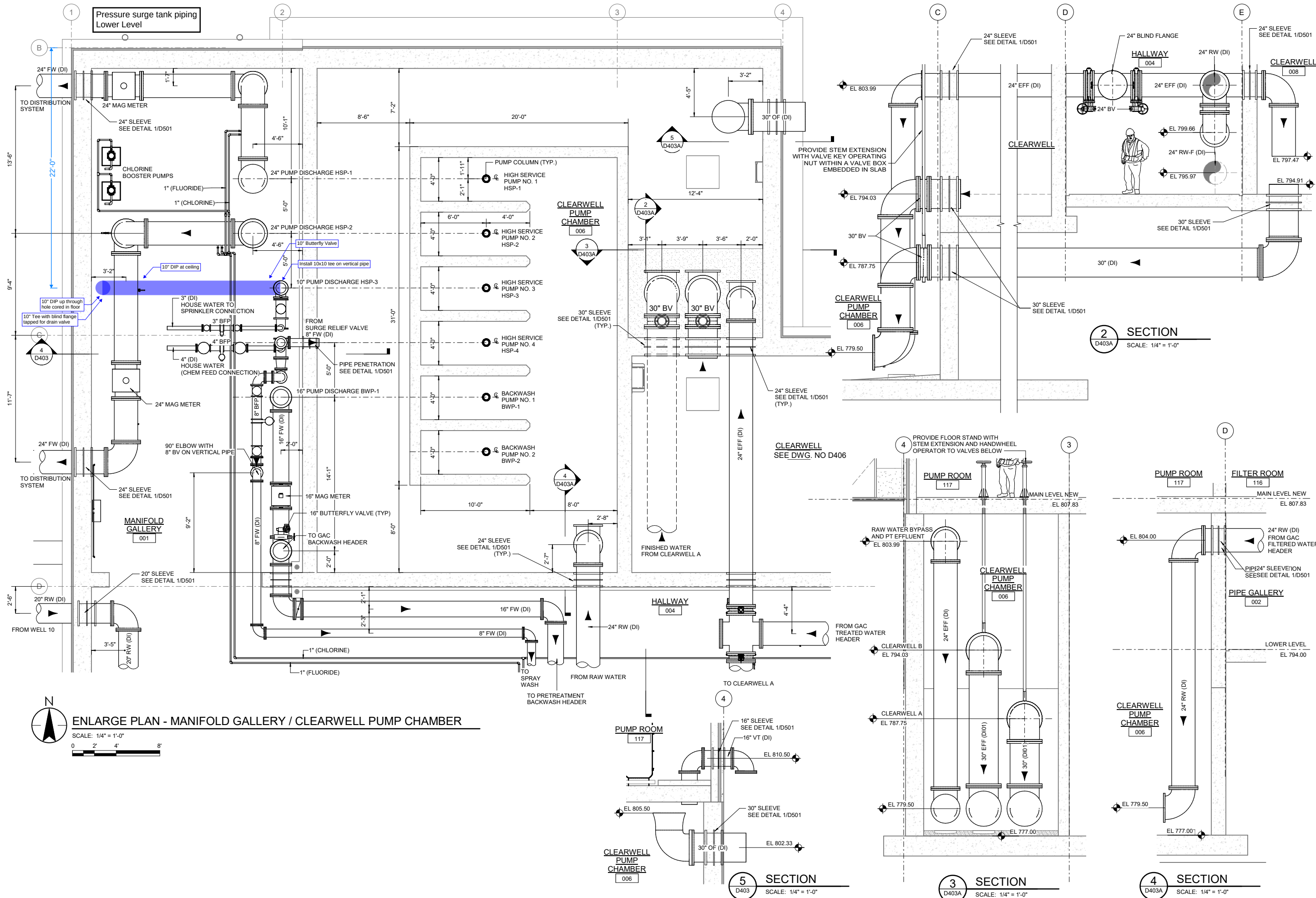
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THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. ANY ERRORS OR OMISSIONS SHALL BE REPORTED TO STANTEC WITHOUT DELAY. THE COPYRIGHT TO ALL DESIGNS AND DRAWINGS ARE THE PROPERTY OF STANTEC. REPRODUCTION OR USE FOR ANY PURPOSE OTHER THAN THAT AUTHORIZED BY STANTEC IS FORBIDDEN.

Plot Date: 9/11/2023 12:56:44 PM
File Path: B:\M 3607\193805365 WTP Cottage Grove\193805365d_mxd.rvt





733 Marquette Avenue, Suite 1000
Minneapolis, MN 55402
www.stantec.com

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 ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA

PRINT NAME: RYAN J. CAPELLE
SIGNATURE: 
DATE: JUNE 5, 2023
LIC. NO.: 48142

CITY OF COTTAGE GROVE, MN

WATER TREATMENT PLANT

ENLARGED PLAN - MANIFOLD GALLERY / CLEARWELL PUMP CHAMBER AND SECTIONS

NO.	REVISION	DATE
1	ADDENDUM 4	7/07/23
	CONFORMED	9/15/23

SURVEY

DRAWN

DESIGNED

CHECKED

APPROVED

PROJ. NO.

PRC

BWL

AMH

RJC

193805365

SHEET NUMBER

D403A



22360 County Road 12
PO Box 517
Deerwood, MN 56444
218-546-5519
ricelake.org

DEERWOOD | MONTICELLO

Change Order Proposal #: 017

May 30th, 2025

Brian Lintgen, PE
Stantec
3717 23rd Street South
St. Cloud MN 56301-5094

Re: Cottage Grove Low Zone Water Treatment Facility Improvements

Brian:

We propose to furnish labor, material, and equipment to complete Field Order 17 Chemical Feed, RFI 79 Permanganate Flush, RFI 80 Isolation Valve, and Xcel Surcharge Reimbursement:

All for the sum of: \$55,371.00

Clarifications:

Feel free to reach out with any comments.

Sincerely,
RICE LAKE CONSTRUCTION GROUP

Chad Napstad
Project Manager

Cc: File
Jack Boelter



22360 County Road 12, PO Box 517
Deerwood, MN 56444

RLCG PROJECT #: 23-33
PROJECT NAME: Cottage Grove Low Zone Water Treatment Plant
DATE: 5/30/2025
COP: FO 17 - Chemical Feed Layout, RFI 79, RFI 80, Excel Reimbursement

CHANGE ORDER PROPOSAL

DESCRIPTION	QTY	UNIT	LABOR			MATERIAL		SUBCONTRACTOR TOTAL	EQUIPMENT TOTAL	LINE	TOTAL	
			HOURS	\$ RATE	TOTAL	RATE	TOTAL					
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -		
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -		
Rice Lake				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -		
- Materials	1.00	LS	48.00	\$ -	\$0.00	\$ 1,236.31	\$1,236.31	\$ -	\$ -	\$ 1,236.31		
- Labor	1.00	LS		\$ 120.00	\$5,760.00	\$ -	\$0.00	\$ -	\$ -	\$ 5,760.00		
- Pump (vessco)	1.00	LS		\$ -	\$0.00	\$ 3,084.72	\$3,084.72	\$ -	\$ -	\$ 3,084.72		
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -		
Subcontract				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -		
- Electrical (Vincio)	1.00	LS		\$ -	\$0.00	\$ -	\$0.00	\$ 18,396.00	\$ -	\$ 18,396.00		
- HVAC (Chappel)	1.00	LS		\$ -	\$0.00	\$ -	\$0.00	\$ 1,135.00	\$ -	\$ 1,135.00		
- Coatings (Reinhardt)	1.00	LS		\$ -	\$0.00	\$ -	\$0.00	\$ 1,012.00	\$ -	\$ 1,012.00		
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -		
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -		
RFI 79 - Permanganate Flush				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -		
- Material	1.00	LS	4.00	\$ -	\$0.00	\$ 705.00	\$705.00	\$ -	\$ -	\$ 705.00		
- Labor	1.00	MH		\$ 120.00	\$480.00	\$ -	\$0.00	\$ -	\$ -	\$ 480.00		
- Electrical	1.00	LS		\$ -	\$0.00	\$ -	\$0.00	\$ 8,759.22	\$ -	\$ 8,759.22		
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -		
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -		
RFI 80 Isolation Valve Add				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -		
- Material	1.00	LS	16.00	\$ -	\$0.00	\$ 2,135.00	\$2,135.00	\$ -	\$ -	\$ 2,135.00		
- Labor	1.00	MH		\$ 120.00	\$1,920.00	\$ -	\$0.00	\$ -	\$ -	\$ 1,920.00		
- Paint	1.00	LS		\$ -	\$0.00	\$ -	\$0.00	\$ 350.00	\$ -	\$ 350.00		
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -		
Electrical Winter Surcharge				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -		
- Vincio Reimbursement	1.00	LS		\$ -	\$0.00	\$ -	\$0.00	\$ 4,566.40	\$ -	\$ 4,566.40		
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -		
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$ -		
Misc. Small Tools and Mat'l 5% of Labor	1.00	ea	5.00%								\$ 408.00	
Sales Tax	1.00	ea	8.325%								\$ 596.16	
Totals			\$ 68.00	\$ 8,160.00			\$ 7,161.03		\$ 34,218.62	\$ -	\$ 50,543.81	
											Rice Lake Mark-up on Subs (5%)	\$ 1,710.93
											Rice Lake Mark-up on Labor, Material, and Equipment (15%)	\$ 2,298.15
											Bond and Insurance Cost (1.5%)	\$ 818.29
											Total Change Order Proposal Request	\$ 55,371

Field Order 17

To: Rice Lake Construction Group
22360 Co Rd 12
Deerwood, MN 56444

RFC 9
ITEM(S) # 1

Attn: Chad Napstad

Date: 4/10/2025

From: Dan Moeller

Project: Cottage Grove Low Zone Water Treatment

Scope of Change: Relocate existing CI booster pumps, and add additional CI booster pump

ITEM #1

Labor:	63.00	X	\$110.00 /hr	=	\$6,930.00
Material:	\$1,895.91	X	1	=	\$1,895.91
Mark-Up (10%):	\$8,825.91	X	10.00%	=	\$882.59
Material Tax:	\$1,895.91	X	8.39%	=	\$158.97
Subcontractor:	\$8,122.55	X	1	=	\$8,122.55
Sub Mark-Up (5%):	\$8,122.55	X	5.00%	=	\$406.13
Equipment:	\$0.00	X	1	=	\$0.00
Equip Mark-Up:	\$0.00	X	10.00%	=	\$0.00
Misc:	\$0.00	X	1	=	\$0.00
Misc Mark-up	\$0.00	X	10.00%	=	\$0.00
TOTAL:				=	\$18,396.15

Total Request for Change: **\$18,396.15**

Dan Moeller

Dan Moeller
Project Manager
Vinco Inc.

4/10/2025

Date



Chappell Central, Inc. 1950 Trott Avenue SW
Willmar, MN 56201
(320)235-2151

PROJECT: Cottage Grove Low Zone
LOCATION: Cottage Grove, MN

DATE: 3/18/2025

CHAPPELL CENTRAL
MECH RQST #
FIELD ORDER NO. 17
OWNER PROJECT 0
ARCH PROJECT 0
FILE 0

DESCRIPTION OF CHANGE: Relocate exhaust duct in Chlorine Room.

BASE LABOR	\$ 125.00	8 HRS	\$ 1,000.00
UNEMPLOYMENT TAXES INS			
SUPERVISION			
SAFETY & CLEAN-UP			
SMALL TOOLS			
MATERIAL HANDLING			
SUBS/ MILEAGE / VEHICLE			
LABOR SUBTOTAL		\$	1,000.00

SUBCONTRACTOR:		
TOTAL MATERIALS		
(2) Alum 45 dgr elbows	\$	30.00
SUBTOTAL		\$ 30.00

SPECIAL NOTATIONS & / OR EXCLUSIONS:

1. WRITTEN AUTHORIZATION REQUIRED TO PROCEED
2. PROPOSAL SUBJECT TO CHANGE AFTER 30 DAYS OR PER PROJECT SCHEDULE.
3. PRICE BREAKDOWNS ATTACHED AS APPLICABLE

SUBTOTAL MATERIAL & LABOR \$ 1,030.00
10% P. & O. \$ 103.00
5% P. & O. (Subcontractor)
STATE SALES TAX \$ 2.00

TOTAL THIS REQUEST \$ 1,135.00



Change Order Request

Low Zone Water Treatment Plant – Cottage Grove, MN

Project: 2100367

CO: 002

Date: 02/04/2025

Project Manager: Vessco, Caylin Stansberry(cstansberry@vessco.com)

44 44 16.10 : Chlorination Equipment

Additional Grundfos Chlorine Booster Pump

Adder amount: \$3,084.72

APPROVED BY: _____ DATE: _____

APPROVED BY: _____ DATE: _____

Vessco
8217 Upland Circle
Chanhassen, MN 55317
(952) 941-2678

REINHARDT & SONS *Painting, Inc.*

P.O. Box 270287
Minneapolis, MN 55427-0287
phone: 612-760-2868
fax: 763-432-9031
dreinhardtandsons.com

May 30, 2025

Rice Lake Construction Group

Attn: Mr. Chad Napstad

Re: Low Zone WTP
Cottage Grove, MN

Please add \$1,012 for the painting of additional piping as shown on the above referenced drawings. The following is a breakdown:

Labor: 6 hours x \$ 105.00	\$ 630
Materials: epoxy, poly, brushes and solvent	<u>\$ 250</u>
Sub Total	<u>\$ 880</u>
OH & P	<u>\$ 132</u>
Total	\$ 1,012

Please do not hesitate to contact me at 612-760-2868 with any questions you might have regarding this matter.

Respectfully Submitted,

Mr. Duwaine Reinhardt
President
Reinhardt & Sons Painting, Inc.

SECTION C-942 – FIELD ORDER

FIELD ORDER NO.: 17

Owner:	Cottage Grove, Minnesota	Owner's Project No.:	
Engineer:	Stantec	Engineer's Project No.:	193805365
Contractor:	Rice Lake Construction Group	Contractor's Project No.:	2333
Project:	Low Zone Water Treatment Plant		
Contract Name:			
Date Issued:		Effective Date of Field	
01/24/25		Order: 01/24/25	

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:

Specification Section(s): N/A

Drawing(s) / Details (s): Attached sheet markups.

Description:

Markups and clarifications are provided for the chemical feed piping. An additional chlorine booster pump needs to be provided. Additional costs for third booster pump shall be accounted for in a change order to follow.

Attachments:

- Attached sheet markups.

Issued by Engineer

By: Brian Lintgen
Title: Project Manager
Date: 1/24/2025



22360 County Road 12
PO Box 517
Deerwood, MN 56444
218-546-5519
ricelake.org

DEERWOOD | MONTICELLO

Priority (1-5)

1

Priorities:

1 = 8 hours	4 = 5 days
2 = 2 days	5 = 2 weeks
3 = 3 days	

TO: Stantec

Received:

Answered:

RFI# 079

REQUEST FOR INFORMATION

Subject: Sodium Permanganate Dilution/Flush Valve Requirement

Location:

Owner: City of Cottage Grove

Routing:

Project: Cottage Grove LZ WTP

Other:

Drawing No:

Spec. 44 44 75.10

REQUEST

- Need confirmation if a ½" flush/dilution water line is required in the sodium permanganate discharge line.
- Need confirmation of valve type (if required) – solenoid valve or electric actuated ball valve.

Please Advise

Name: Steve Montray

Company: Rice Lake Construction

Date: April 30, 2025

RESPONSE

1/2" carrier water line needs to be added.
1/2" electrically actuated ball valve to be installed (information attached). Same valve as used on the chlorine water panel.
1/2" pressure reducing valve is needed upstream (on the house side) of the new valve.
Ball valve to be controlled by the PLC. Open when permanganate is called for, stay open after permanganate is off (for a set number of seconds, as to flush the line).

Name: Brian Lintgen

Date: 5/1/2025

cc: Superintendent, RLCG



RFI 079

To: Rice Lake Construction Group
22360 Co Rd 12
Deerwood, MN 56444

RFC 11
ITEM(S) # 1

Attn: Chad Napstad

Date: 5/30/2025

From: Dan Moeller

Project: Cottage Grove Low Zone Water Treatment

Scope of Change: Electric flush ball valve wiring and programming for
sodium permanganate

ITEM #1

Labor:	21.00	X	\$110.00 /hr	=	\$2,310.00
Material:	\$980.17	X	1	=	\$980.17
Mark-Up (10%):	\$3,290.17	X	10.00%	=	\$329.02
Material Tax:	\$980.17	X	8.39%	=	\$82.19
Subcontractor:	\$4,817.00	X	1	=	\$4,817.00
Sub Mark-Up (5%):	\$4,817.00	X	5.00%	=	\$240.85
Equipment:	\$0.00	X	1	=	\$0.00
Equip Mark-Up:	\$0.00	X	10.00%	=	\$0.00
Misc:	\$0.00	X	1	=	\$0.00
Misc Mark-up	\$0.00	X	10.00%	=	\$0.00
TOTAL:				=	\$8,759.22

Total Request for Change: **\$8,759.22**

Dan Moeller

5/30/2025

Dan Moeller
Project Manager
Vinco Inc.

Date



22360 County Road 12
PO Box 517
Deerwood, MN 56444
218-546-5519
ricelake.org

DEERWOOD | MONTICELLO

Priority (1-5)

1

Priorities:

1 = 8 hours	4 = 5 days
2 = 2 days	5 = 2 weeks
3 = 3 days	

TO: Stantec

Received:

Answered:

RFI# 080

REQUEST FOR INFORMATION

Subject: 8" SRV Isolation

Location:

Owner: City of Cottage Grove

Routing:

Project: Cottage Grove LZ WTP

Other:

Drawing No:

Spec. 40 05 10

REQUEST

- Need confirmation of requested valve addition upstream of 8" SRV as shown on D403 of project plans attached.
- Need confirmation requested valve to be 8" HW operated BFV.
- Confirm location as noted on attached.

Please Advise

Name: Steve Montray

Company: Rice Lake Construction

Date: April 30, 2025

RESPONSE

Confirmed, proposed HW operated 8" BFV to be installed in location shown is acceptable.

Name: Jack W, Brian L

Date: 05/01/25

cc: Superintendent, RLCG

☐

☐

☐

REINHARDT & SONS *Painting, Inc.*

P.O. Box 270287
Minneapolis, MN 55427-0287
phone: 612-760-2868
fax: 763-432-9031
dreinhardtandsons.com

May 30, 2025

Rice Lake Construction Group

Attn: Mr. Chad Napstad

Re: Low Zone WTP
Cottage Grove, MN

Please add \$ 350 for the painting of additional valve as shown on email dated 5/1/2/ 2025. Please do not hesitate to contact me at 612-760-2868 with any questions you might have regarding this matter.

Respectfully Submitted,

Mr. Duwaine Reinhardt
President
Reinhardt & Sons Painting, Inc.

Request For Change 10

To: Rice Lake Construction Group
22360 Co Rd 12
Deerwood, MN 56444

RFC 10
ITEM(S) # 1

Attn: Chad Napstad

Date: 5/22/2025

From: Dan Moeller

Project: Cottage Grove Low Zone Water Treatment

Scope of Change: Reimbursement for Utility Frost Charges, as the original schedule called for utility install to be during frost charges.

ITEM #1

Labor:	0.00	X	\$110.00 /hr	=	\$0.00
Material:	\$0.00	X	1	=	\$0.00
Mark-Up (10%):	\$0.00	X	10.00%	=	\$0.00
Material Tax:	\$0.00	X	8.39%	=	\$0.00
Subcontractor:	\$0.00	X	1	=	\$0.00
Sub Mark-Up (5%):	\$0.00	X	5.00%	=	\$0.00
Equipment:	\$0.00	X	1	=	\$0.00
Equip Mark-Up:	\$0.00	X	10.00%	=	\$0.00
Misc:	\$4,566.40	X	1	=	\$4,566.40
Misc Mark-up	\$0.00	X	10.00%	=	\$0.00
TOTAL:				=	\$4,566.40

Total Request for Change: **\$4,566.40**

Dan Moeller

5/22/2025

Dan Moeller
Project Manager
VincO Inc.

Date



City Council Action Request

7.N.

Meeting Date	8/6/2025						
Department	Community Development						
Agenda Category	Action Item						
Title	Professional Services Agreement with Bolton and Menk for East Ravine AUAR Update						
Staff Recommendation	Approve the professional services agreement with Bolton and Menk for East Ravine Alternative Urban Area-wide Review (AUAR) in the amount of \$39,900.						
Budget Implication	\$39,900 - Area Funds						
Attachments	<table><tr><td>1.</td><td>East Ravine AUAR Update Professional Services Agreement CC Memo</td></tr><tr><td>2.</td><td>East Ravine AUAR Update Scope of Work</td></tr><tr><td>3.</td><td>East Ravine AUAR Update Professional Services Agreement</td></tr></table>	1.	East Ravine AUAR Update Professional Services Agreement CC Memo	2.	East Ravine AUAR Update Scope of Work	3.	East Ravine AUAR Update Professional Services Agreement
1.	East Ravine AUAR Update Professional Services Agreement CC Memo						
2.	East Ravine AUAR Update Scope of Work						
3.	East Ravine AUAR Update Professional Services Agreement						

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

FROM: Emily Schmitz, Community Development Director

DATE: July 31, 2025

RE: Professional Services Agreement with Bolton and Menk for East Ravine
AUAR Update

Background/Discussion

Per Minnesota Statute 4410.3610, cities are required to update Alternative Urban Areawide Review (AUAR) and mitigation plan documents every five years or if development actions are to occur that are significantly different than what was reported in an original AUAR. An AUAR document is an alternate environmental review process completed in lieu of an Environmental Assessment Worksheet (EAW) and Environmental Impact Statement review process.

The East Ravine Master Plan was adopted by the City on March 16, 2006. One component of the East Ravine development process was the preparation of an AUAR and mitigation plan, which was last updated in November 2020; therefore, an update to the AUAR is required prior to the end of 2025.

Two proposals for the update project were received, and Bolton and Menk's proposal was selected with a budgeted amount of \$39,900 for the East Ravine AUAR Update.

Recommendation

That the City Council approve the professional services agreement with Bolton and Menk for East Ravine Alternative Urban Areawide Review (AUAR).

Attachment:

- Professional Services Agreement with Bolton and Menk



Real People. Real Solutions.

12224 Nicollet Avenue
Burnsville, MN 55337-1649

Ph: (952) 890-0509
Fax: (952) 890-8065
Bolton-Menk.com

June 20, 2025

Ms. Emily Schmitz
Community Development Director
City of Cottage Grove MN
12800 Ravine Parkway South
Cottage Grove, MN 55016

RE: Professional Services Scope of Work – East Ravine AUAR and Mitigation Plan Update

Dear Ms. Schmitz,

You have inquired about a cost estimate and timeline to update the East Ravine AUAR and Mitigation Plan. Bolton & Menk is pleased to provide you with a scope of work, budget, and timeline. Upon your review and acceptance, we can set up a new project under existing engineering and/or planning services contract.

Scope of Work

Assumptions

This scope and budget is based on the following assumptions:

- City staff provides information on the development to date (since 2020 AUAR Update)
- The update does not include separate traffic analysis or other studies. Once we get into working on the project it's possible additional in-depth studies may be needed. It's not expected at this time but could be a possibility

Task 1: Project Initiation and Project Management

Project Kickoff: The Bolton & Menk project team will lead a project kickoff meeting with the City of Cottage Grove to discuss data needed, project details, and timelines. We will coordinate internal meetings and check-in to keep the project moving forward in a timely manner.

Task 2: Stakeholder Engagement

Public and Agency Notices and Engagement: Our team will prepare the required hearing notices for the update. We can also provide information for the city website if requested.

Task 3: Review Development Plans

We will review existing AUAR documents and related plans. This will likely include the Comprehensive Plan, traffic studies, utility studies, etc. that have been completed since the adoption of the last AUAR Update. We will also review approved developments since the past update to understand what's remaining to be developed.

Task 4: Draft AUAR/Mitigation Plan Update

This process involves preparation of the AUAR Update document. We will coordinate with our subject matter experts to draft an updated AUAR and mitigation plan. We will provide a clean and understandable document for review. We will meet with city staff to review the draft and update it accordingly. Once the document is in the final draft form, we will publish for public review. We will collect comments and address them as required. If desired, we can present the draft AUAR document to the City Council prior to publication and release for public comment.

Task 5: Final AUAR/Mitigation Plan

This process involves adopting the AUAR Update. We will prepare a final document for City Council consideration. We will present the final plan to the City Council and facilitate their review and adoption. Once adopted, we will distribute the final plan as required by the Environmental Quality Board (EQB).

Estimated Fees

Bolton & Menk estimates the fee to complete the above scope of work is approximately \$39,900. A breakdown of the estimated hours and fee is as follows:

Task 1:	Project Initiation and Management	34 hours	\$6,100
Task 2:	Stakeholder Engagement	7 hours	\$1,200
Task 3:	Review Development Plans	29 hours	\$4,600
Task 4:	Draft AUAR/Mitigation Plan	191 hours	\$21,200
Task 5:	Final AUAR Mitigation Plan	52 hours	\$6,800
Total Estimate		313 hours	\$39,900

Proposed timeline is as follows with a kick-off meeting tentative scheduled for early July and completion early November 2025:

Cottage Grove AUAR Update	July			August				September				October				November
	7-Jul	14-Jul	28-Jul	4-Aug	11-Aug	18-Aug	25-Aug	1-Sep	7-Sep	22-Sep	29-Sep	6-Oct	13-Oct	20-Oct	27-Oct	5-Nov
Task																
Kick-off internally and with client																
BMI staff update sections																
BMI staff review of draft and final edits																
City staff get 2 weeks to review draft																
BMI incorporates client changes, comments																
Send to city for final review of draft and mitigation plan																
Optional- Council reviews draft prior to posting publicly (Sept 3 rd)																
Receive go ahead; Publish with EQB Monitor 10 day comment period																
Comment period ends. Comments Compiled and organized																
Draft Plan and Mitigation Plan updated to reflect comments																
Final plan sent to city for review																
Updates made and plan finalized																
Send to City for inclusion in Council packet																
Final AUAR and Mitigation Plan Adopted by City Council																

East Ravine AUAR Update

June 20, 2025

Page 3

Thank you for the opportunity to provide these services to the City. I will serve as your project manager on this project. Please feel free to contact me with any questions. I can be reached at (952) 378-6354 or jenni.faulkner@bolton-menk.com

Sincerely,

BOLTON & MENK, INC.

A handwritten signature in black ink that reads "Jenni Faulkner". The script is cursive and fluid, with the first name "Jenni" and last name "Faulkner" clearly distinguishable.

Jenni Faulkner

Community Planning Practice Area Leader

Cc: Mike Boex, Municipal Division Leader

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is made and executed this 6th day of August 2025, by and between the City of Cottage Grove, 12800 Ravine Parkway, Cottage Grove, Minnesota 55016, ("City") and Bolton and Menk ("Consultant").

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 June 20, 2025, incorporated herein as Exhibit A;

(Hereinafter "Exhibits.") Where terms and conditions of this Agreement and those terms and conditions included in the Exhibits specifically conflict, the terms of this Agreement shall apply.
- b. Consultant covenants and agrees to provide Services to the satisfaction of the City in a timely fashion, as set forth in the Exhibits, subject to Section 7 of this Agreement.

2. PAYMENT.

- a. City agrees to pay and 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 period as they deem appropriate, and upon the same terms and conditions as herein stated.
4. TERMINATION.
 - a. Termination by Either Party. This Agreement may be terminated by either party upon 30 days' written notice delivered to the other party to the addresses listed in Section 13 of this Agreement. Upon termination under this provision, if there is no default by the Consultant, Consultant shall be paid for Services rendered and reimbursable expenses until the effective date of termination.
 - b. Termination Due to Default. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure that is acceptable to the other party.
5. SUBCONTRACTORS. 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. The 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 Community Development Director 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 Beth Elliot and Dave Sanocki 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 \$1,000,000 for each person and \$1,000,000 for each accident.

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, Minnesota
12800 Ravine Parkway S.
Cottage Grove, MN 55016
Attention: Community Development Director

Or e-mailed: eschmitz@cottagegrovemn.gov

If to Consultant: Bolton and Menk
12224 Nicollet Avenue
Burnsville, MN 55337
Attention: Jenni Faulkner

Or emailed: jenni.faulkner@bolton-menk.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. Severability. If any term of this Agreement is found be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
- e. Data Practices Compliance. All data collected by the City pursuant to this Agreement shall be subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.
- f. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

CITY OF COTTAGE GROVE

By: _____
Myron Bailey, Mayor

By: _____
Tamara Anderson, City Clerk

Date: _____

CONSULTANT

MICHAEL BOEX

By: 

Its: PRINCIPAL ENGINEER

Date: 7/30/2025



City Council Action Request

7.0.

Meeting Date	8/6/2025						
Department	Engineering						
Agenda Category	Action Item						
Title	Jamaica Avenue Trunk Storm Sewer Realignment Final Payment						
Staff Recommendation	Adopt Resolution 2025-097 approving the final payment in the amount of \$21,242.33 to New Look Contracting, Inc. for the Jamaica Avenue Trunk Storm Sewer Realignment Project.						
Budget Implication	\$21,242.33 - Stormwater Area Funds						
Attachments	<table><tr><td>1.</td><td>Pay Application</td></tr><tr><td>2.</td><td>Resolution</td></tr><tr><td>3.</td><td>Final Package</td></tr></table>	1.	Pay Application	2.	Resolution	3.	Final Package
1.	Pay Application						
2.	Resolution						
3.	Final Package						



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

July 8, 2025, 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. 2 and Final
Jamaica Avenue Trunk Storm Sewer Realignment

Dear Mr. Burfeind:

Attached is the signed copy of the Contractors Pay Request No. 2 and Final for the Jamaica Avenue Trunk Storm Sewer Realignment 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 New Look Contracting, Inc.

REVIEW OF PROJECT HISTORY

The contractor began this project in November of 2024, and the project was substantially completed in December of 2024. The contractor returned in the Spring of 2025 to complete the remaining Inspection Notice work and restoration.

CONSTRUCTION COST OVERVIEW

As indicated on the final request for payment, the original contract amount was \$298,439.00. The final construction cost as shown is \$290,393.10, which is \$8,045.90 less than the original contract amount.

RECOMMENDATION

New Look Contracting, Inc., in accordance with the contract plans and specifications, has satisfactorily completed the work. Therefore, it is recommended that final payment of \$21,242.33 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.



Jamie Helling
Municipal Construction Project Representative

Contractor's Application for Payment

Owner: <u>City of Cottage Grove</u>	Owner's Project No.: _____
Engineer: <u>Bolton & Menk, Inc.</u>	Engineer's Project No.: <u>ON1.132211</u>
Contractor: <u>New Look Contracting, Inc.</u>	Agency's Project No.: _____
Project: <u>Jamaica Avenue Trunk Storm Sewer Realignment</u>	
Contract: _____	
Application No.: <u>2/Final</u>	Application Date: <u>7/8/2025</u>
Application Period: <u>From 12/3/2024</u>	<u>to 6/13/2025</u>

1. Original Contract Price	\$	298,439.00
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	298,439.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	290,393.10
5. Retainage		
a. _____ X \$ 290,393.10 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)	\$	290,393.10
7. Less previous payments	\$	269,150.77
8. Amount due this application	\$	21,242.33
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	8,045.90

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.

Contractor: New Look Contracting, Inc.

Signature: 	Date: <u>7-11-25</u>
Name: <u>Luke Anderson</u>	Title: <u>PM/Estimator</u>

Recommended by Bolton & Menk, Inc.**Approved by City of Cottage Grove**

By: 	By: _____
Name: <u>Jamie Helling</u>	Name: _____
Title: <u>CPR</u>	Title: _____
Date: <u>7/8/2025</u>	Date: _____

Progress Estimate - Unit Price Work
Contractor's Application for Payment

Owner:	City of Cottage Grove	Owner's Project No.:	
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	ON1.132211
Contractor:	New Look Contracting, Inc.	Agency's Project No.:	
Project:	Jamaica Avenue Trunk Storm Sewer Realignment		
Contract:			

Application No.: 2/Final		Application Period:		From	12/02/24	to	06/13/25	Application Date: 07/08/25						
A	B	C	D	E	F	F1	F2	G	H	I	J	K	L	
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)	
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)					
BASE BID														
1	MOBILIZATION	1.00	LS	7,500.00	7,500.00	0.90	6,750.00	1.00	7,500.00		7,500.00	100%	-	
2	TRAFFIC CONTROL	1.00	LS	2,400.00	2,400.00	0.90	2,160.00	1.00	2,400.00		2,400.00	100%	-	
3	CLEARING AND GRUBBING	1.00	LS	10,500.00	10,500.00	1.00	10,500.00	1.00	10,500.00		10,500.00	100%	-	
4	EROSION CONTROL SUPERVISOR	1.00	LS	1.00	1.00	1.00	1.00	1.00	1.00		1.00	100%	-	
5	CONNECT EXISTING PIPE TO NEW STRUCTURE	1.00	EA	2,000.00	2,000.00	1.00	2,000.00	1.00	2,000.00		2,000.00	100%	-	
6	REMOVE 54" RCP STORM SEWER	24.00	LF	40.00	960.00	24.00	960.00	24.00	960.00		960.00	100%	-	
7	54" RCP STORM SEWER, CL 3	324.00	LF	325.00	105,300.00	324.00	105,300.00	324.00	105,300.00		105,300.00	100%	-	
8	54" RCP FLARED END SECTION INCL TRASH GUARD	1.00	EA	10,000.00	10,000.00	1.00	10,000.00	1.00	10,000.00		10,000.00	100%	-	
9	TELEWISE STORM SEWER	332.00	LF	9.00	2,988.00	-	-	332.00	2,988.00		2,988.00	100%	-	
10	7' DIA STORM SEWER MH, INCL CSTG AND HDPE ADJ RINGS	10.90	LF	1,550.00	16,895.00	10.88	16,864.00	10.88	16,864.00		16,864.00	100%	31.00	
11	7' DIA STORM SEWER CBMH, INCL CSTG AND HDPE ADJ RINGS	21.30	LF	1,600.00	34,080.00	21.38	34,208.00	21.38	34,208.00		34,208.00	100%	(128.00)	
12	7' DIA STORM SEWER MH, INCL 3' SUMP, CTSG AND HDPE	16.50	LF	1,400.00	23,100.00	16.48	23,072.00	16.48	23,072.00		23,072.00	100%	28.00	
13	RANDOM RIPRAP CL IV	8.00	CY	150.00	1,200.00	8.00	1,200.00	8.00	1,200.00		1,200.00	100%	-	
14	COHESIVE SOIL TRENCH DAM	1.00	EA	4,000.00	4,000.00	1.00	4,000.00	1.00	4,000.00		4,000.00	100%	-	
15	ROCK EXCAVATION - SOFT ROCK (EV)	260.00	CY	32.00	8,320.00	260.00	8,320.00	260.00	8,320.00		8,320.00	100%	-	
16	ROCK EXCAVATION - HARD ROCK (EV)	940.00	CY	32.00	30,080.00	980.00	31,360.00	980.00	31,360.00		31,360.00	104%	(1,280.00)	
17	SAND CUSHION	332.00	LF	5.00	1,660.00	332.00	1,660.00	332.00	1,660.00		1,660.00	100%	-	
18	GRANULAR MATERIAL	1,190.00	TN	5.00	5,950.00	624.82	3,124.10	624.82	3,124.10		3,124.10	53%	2,825.90	
19	HAUL EXCESS ROCK OFF SITE (LV)	1,200.00	CY	10.50	12,600.00	1,240.00	13,020.00	1,240.00	13,020.00		13,020.00	103%	(420.00)	
20	ADJUST CATCH BASIN CASTING INCLUDING NEW HDPE	2.00	EA	500.00	1,000.00	2.00	1,000.00	2.00	1,000.00		1,000.00	100%	-	
21	STORM DRAIN INLET PROTECTION (ERO-9)	4.00	EA	175.00	700.00	4.00	700.00	4.00	700.00		700.00	100%	-	
22	STREET SWEEPER WITH OPERATOR	5.00	HR	1.00	5.00	-	-	-	-		-	-	5.00	
23	SKIDSTEER (BOBCAT) WITH OPERATOR	5.00	HR	1.00	5.00	5.00	5.00	5.00	5.00		5.00	100%	-	
24	SILT FENCE, TYPE MS (ERO-1)	460.00	LF	3.00	1,380.00	258.00	774.00	258.00	774.00		774.00	56%	606.00	
25	FILTER BERM - BIOLOG (ERO-11)	40.00	LF	15.00	600.00	195.00	2,925.00	195.00	2,925.00		2,925.00	488%	(2,325.00)	
26	TEMPORARY HYDRAULIC MATRIX TYPE MULCH	0.50	AC	2,250.00	1,125.00	0.50	1,125.00	0.50	1,125.00		1,125.00	100%	-	
27	HYDRAULIC MATRIX TYPE MULCH (PERMANENT)	2,020.00	SY	1.50	3,030.00	-	-	-	-		-	-	3,030.00	
28	ROLLED EROSION PREVENTION CAT 20	110.00	SY	10.00	1,100.00	64.00	640.00	64.00	640.00		640.00	58%	460.00	
29	SEEDING, MNDOT MIX 25-151	140.00	LBS	5.00	700.00	70.00	350.00	70.00	350.00		350.00	50%	350.00	
30	TOPSOIL BORROW	230.00	CY	30.00	6,900.00	39.95	1,198.50	79.90	2,397.00		2,397.00	35%	4,503.00	
31	APPLICATION OF WATER FOR TURF ESTABLISHMENT	10.00	MGAL	1.00	10.00	-	-	-	-		-	-	10.00	
32	REMOVE SIGN AND POST	1.00	EA	100.00	100.00	1.00	100.00	1.00	100.00		100.00	100%	-	
33	SALVAGE AND REINSTALL SIGN AND POST	1.00	EA	500.00	500.00	-	-	1.00	500.00		500.00	100%	-	
34	SIGN PANEL TYPE C	2.50	SF	100.00	250.00	-	-	2.00	200.00		200.00	80%	50.00	
35	INSTALL SIGN PANEL	5.00	EA	150.00	750.00	-	-	4.00	600.00		600.00	80%	150.00	
36	SIGN POST FLANGE CHANNEL	5.00	EA	150.00	750.00	-	-	4.00	600.00		600.00	80%	150.00	
BASE BID TOTAL:					\$	298,439.00		\$	283,316.60		\$	290,393.10		
										\$	-	\$	290,393.10	
												97%	\$	8,045.90

CITY OF COTTAGE GROVE
CITY COUNCIL
RESOLUTION NO. 2025-097

**RESOLUTION APPROVING THE FINAL PAYMENT IN THE
AMOUNT OF \$21,242.33 TO NEW LOOK CONTRACTING, INC. FOR THE JAMAICA
AVENUE TRUNK STORM SEWER REALIGNMENT PROJECT**

WHEREAS, the City Engineer has certified that work has been satisfactorily completed; and

WHEREAS, the original total contract amount was \$298,439.00. The final construction cost was \$290,393.10, which is \$8,045.90 less than the contract amount. The reduced construction cost was due to less topsoil borrow along with other miscellaneous savings; 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 \$21,242.33 is paid to New Look Contracting, Inc. for the final payment for the Jamaica Avenue Trunk Storm Sewer Realignment Project.

Passed this 6th day of August, 2025.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

Gail Walden

From: Amanda Gunther <amanda@nelsonsanitation.com>
Sent: Wednesday, June 25, 2025 1:56 PM
To: Gail Walden
Subject: Fwd: Your Recent Contractor Affidavit Request

Thanks!

----- Forwarded message -----

From: MN Revenue e-Services <eservices.mdor@state.mn.us>
Date: Wed, Jun 25, 2025 at 1:56 PM
Subject: Your Recent Contractor Affidavit Request
To: <sales@nelsonsanitation.com>

This email is an automated notification and is unable to receive replies.

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number: 0-014-606-816
Submitted Date and Time: 25-Jun-2025 1:55:42 PM
Legal Name: NELSON SANITATION & RENTAL INC
Federal Employer ID: 45-4145845
User Who Submitted: derricknelson
Type of Request Submitted: Contractor Affidavit

Affidavit Summary

Affidavit Number: 472526848

Minnesota ID: 2383318
Project Owner: CITY OF COTTAGE GROVE
Project Number: STORM SEWER
Project Begin Date: 27-Nov-2024
Project End Date: 27-Nov-2024
Project Location: COTTAGE GROVE MN
Project Amount: \$1,265.00
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.

How to View and Print this Request

You can see copies of your requests by going into your History.

This message and any attachments are solely for the intended recipient and may contain nonpublic / private data. If you are not the intended recipient, any disclosure, copying, use, or distribution of the information included in this message and any attachments is prohibited. If you have received this communication in error, please notify us and immediately and permanently delete this message and any attachments. Thank you.

--

Amanda Gunther
Operations Manager
Nelson Sanitation & Rental, Inc.

Hydrovac Services Now Available!

CAUTION This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-669-897-184
Submitted Date and Time:	7-Jul-2025 1:57:49 PM
Legal Name:	NEW LOOK CONTRACTING INC
Federal Employer ID:	41-1615712
User Who Submitted:	NewLookContracting
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1214197760
Minnesota ID:	2321133
Project Owner:	CITY OF COTTAGE GROVE
Project Number:	132211
Project Begin Date:	21-Oct-2024
Project End Date:	19-Jun-2025
Project Location:	JAMAICA AVENUE, COTTAGE GROVE, MN
Project Amount:	\$290,393.10

Subcontractor Summary

Name	ID	Affidavit Number
SAFETY SIGNS LLC	5139558	1870999552
NELSON SANITATION & RENTAL INC.	2383318	472526848

Important Messages

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Contact Us

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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:	1-694-437-856
Submitted Date and Time:	2-Jul-2025 9:58:14 AM
Legal Name:	SAFETY SIGNS LLC
Federal Employer ID:	41-1991774
User Who Submitted:	beth novak
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1870999552
Minnesota ID:	5139558
Project Owner:	CITY OF COTTAGE GROVE
Project Number:	CITY PROJECT NO. 0N1.132211
Project Begin Date:	28-Oct-2024
Project End Date:	21-Apr-2025
Project Location:	JAMAICA AVENUE TRUNK STORM SEWER REALIGNMENT - COTTAGE GROVE, MN
Project Amount:	\$3,405.00
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: June 25, 2025

The undersigned hereby acknowledges receipt of the sum of \$1,265.00 from New Look Contracting, Inc. for the project listed below,

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. ☒ as full and final payment for all labor, skill and material furnished or to be furnished to the following described real property:

LEGAL AND/OR ADDRESS

Cottage Grove – Jamaica Avenue Storm Sewer
Job #24-5746

And for value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 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.

NELSON SANITATION & RENTAL, INC.

Amanda Gundersen
By
Operations Manager
Title
P.O. Box 85
Address
Rice, MN 56367
City, State & Zip Code



RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Dated: June 25, 2025

The undersigned hereby acknowledges receipt of the sum of \$1,838.25 from New Look Contracting, Inc. for the project listed below,

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 \$1,566.75 retainage or holdback)
3. ☐ as full and final payment for all labor, skill and material furnished or to be furnished to the following described real property:

LEGAL AND/OR ADDRESS

Cottage Grove – Jamaica Avenue Storm Sewer
Job #24-5746

And for value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 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.

SAFETY SIGNS, LLC

Brett Novak

By

Controller

Title

19784 Kenrick Ave

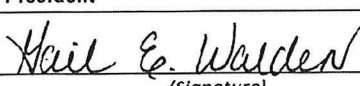
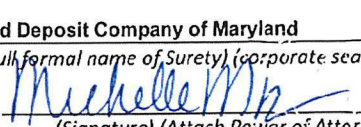
Address

Lakewille, MN 55044

City, State & Zip Code

Bond Number: 9464575

WARRANTY BOND

Contractor Name: New Look Contracting, Inc. Address (principal place of business): 14045 Northdale Boulevard Rogers, MN 55374	Surety Name: Fidelity and Deposit Company of Maryland Address (principal place of business): 1299 Zurich Way Schaumburg, IL 60196-1056
Owner Name: City of Cottage Grove Address (principal place of business): 12800 Ravine Parkway South Cottage Grove, MN 55016	Construction Contract Description (name and location): Jamaica Avenue Trunk Storm Sewer Realignment, Cottage Grove, MN Contract Price: \$290,393.10 Effective Date of Contract: October 2, 2024 Contract's Date of Substantial Completion: December 13, 2024
Bond Bond Amount: \$290,393.10 Date of Bond: June 25, 2025 Modifications to this Bond form: ☒ None ☐ See Paragraph 9 Bond Period: Commencing 364 days after Substantial Completion of the Work under the Construction Contract, and continuing until 2 Years years after such Substantial Completion.	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth herein, do each cause this Warranty Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal New Look Contracting, Inc. (Full formal name of Contractor) By:  (Signature) Name: Jon Mitchell (Printed or typed) Title: President Attest:  (Signature) Name: Gail E. Walden (Printed or typed) Title: Project Coordinator	Surety Fidelity and Deposit Company of Maryland (Full formal name of Surety) (corporate seal) By:  (Signature) (Attach Power of Attorney) Name: Michelle Morrison (Printed or typed) Title: Attorney-in-Fact Attest:  (Signature) Name: Jessie Allen (Printed or typed) Title: Witness as to Surety
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	



EICDC® C-612, Warranty Bond.

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and American Society of Civil Engineers. All rights reserved.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract's Correction Period Obligations. The Construction Contract is incorporated herein by reference.
2. If the Contractor performs the Correction Period Obligations, the Surety and the Contractor shall have no obligation under this Warranty Bond.
3. If Owner gives written notice to Contractor and Surety during the Bond Period of Contractor's obligation under the Correction Period Obligations, and Contractor does not fulfill such obligation, then Surety shall be responsible for fulfillment of such Correction Period Obligations. Surety shall either fulfill the Correction Period Obligations itself, through its agents or contractors, or, in the alternative, Surety may waive the right to fulfill the Correction Period Obligations itself, and reimburse the Owner for all resulting costs incurred by Owner in performing Contractor's Correction Period Obligations, including but not limited to correction, removal, replacement, and repair costs.
4. The Surety's liability is limited to the amount of this Warranty Bond. Renewal or continuation of the Warranty Bond will not modify such amount, unless expressly agreed to by Surety in writing.
5. The Surety shall have no liability under this Warranty Bond for obligations of the Contractor that are unrelated to the Construction Contract. No right of action will accrue on this Warranty Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
6. Any proceeding, legal or equitable, under this Warranty Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and must be instituted within two years after the Surety refuses or fails to perform its obligations under this Warranty Bond.
7. Written notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown in this Warranty Bond.
8. Definitions
 - 8.1. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page of this Warranty Bond, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 8.2. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
 - 8.3. *Correction Period Obligations*—The duties, responsibilities, commitments, and obligations of the Contractor with respect to correction or replacement of defective Work, as set forth in the Construction Contract's Correction Period clause, EJCDC® C-700, Standard General Conditions of the Construction Contract (2018), Paragraph 15.08, as duly modified.
 - 8.4. *Substantial Completion*—As defined in the Construction Contract.
 - 8.5. *Work*—As defined in the Construction Contract.
9. Modifications to this Bond are as follows: **[Describe modification or enter "None"]**

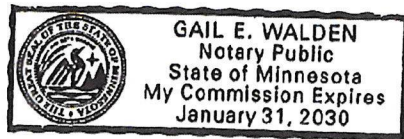
ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF Minnesota)

COUNTY OF Hennepin)

On this 26th day of June, in the year 2025, before me personally appeared Jon Mitchell,
President of
New Look Contracting, Inc., known to me to be
the person whose name is subscribed to the instrument, and acknowledge that he/she executed the same.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in
this certificate first above written.



Gail E. Walden, Notary Public
My Commission Expires: 1/31/2030

ACKNOWLEDGEMENT OF SURETY

STATE OF South Dakota)

COUNTY OF Lincoln)

On this 25th day of June, in the year 2025, before me personally come(s)
Michelle Morrison, Attorney-in-Fact of
Fidelity and Deposit Company of Maryland, with whom
I am personally acquainted, and who, being by me duly sworn, says that he/she is the Attorney-in-Fact of
Fidelity and Deposit Company of Maryland, the company described in and
which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the seal
affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of
said Company, and that he/she signed said instrument as Attorney-in-Fact of the said Company by like order.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in
this certificate first above written.



Jessie Allen, Notary Public
My Commission Expires: 09/13/2025

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint R. W. FRANK, Brian J. OESTREICH, Melinda C. BLODGETT, Nathan WEAVER, Joshua R. LOFTIS, R. C. BOWMAN, Ted JORGENSEN, Colby D. WHITE, Nicole STILLINGS, Sarah ROBINSON, Sandra M. ENGSTRUM, Michelle MORRISON, Joseph CARDINAL, Kristine M. BECKS, Austin K. MUEHLSCHLEGEL, Ryan-Olivia E. LUNDY, Tina DOMASK, Ross S SQUIRES of St. Louis Park, Minnesota, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 18th day of April, A.D. 2025.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Christopher Nolan
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 18th day of April, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Christopher Nolan, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Notary Public
My Commission Expires January 27, 2029



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 25th day of June, 2025.



Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

 AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

Bond No: 9464575

PROJECT: (Name and address)
Jamaica Avenue Trunk Storm Sewer
Realignment, Cottage Grove, MN

ARCHITECT'S PROJECT NUMBER:

OWNER: ☒

ARCHITECT: ☐

CONTRACT FOR: General Construction

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

TO OWNER: (Name and address)
City of Cottage Grove
12800 Ravine Parkway South,
Cottage Grove, MN 55016

CONTRACT DATED: October 2, 2024

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Fidelity and Deposit Company of Maryland
1299 Zurich Way
Schaumburg, IL 60196-1056

, SURETY,

on bond of

(Insert name and address of Contractor)

New Look Contracting, Inc.
14045 Northdale Boulevard
Rogers, MN 55374

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety
of any of its obligations to

(Insert name and address of Owner)

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

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: July 10, 2025

(Insert in writing the month followed by the numeric date and year.)

Fidelity and Deposit Company of Maryland

(Surety)



(Signature of authorized representative)

Attest:

(Seal):

Melinda C. Blodgett, Witness as to Surety



Nathan Weaver, Attorney-in-Fact

(Printed name and title)

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **R. W. FRANK, Brian J. OESTREICH, Melinda C. BLODGETT, Nathan WEAVER, Joshua R. LOFTIS, R. C. BOWMAN, Ted JORGENSEN, Colby D. WHITE, Nicole STILLINGS, Sarah ROBINSON, Sandra M. ENGSTRUM, Michelle MORRISON, Joseph CARDINAL, Kristine M. BECKS, Austin K. MUEHLSCHLEGEL, Ryan-Olivia E. LUNDY, Tina DOMASK, Ross S SQUIRES** of St. Louis Park, Minnesota, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 18th day of April, A.D. 2025.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

Christopher Nolan

By: Christopher Nolan
Vice President

Dawn E. Brown

By: Dawn E. Brown
Secretary

**State of Maryland
County of Baltimore**

On this 18th day of April, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

Genevieve M. Maison
Notary Public
My Commission Expires January 27, 2029



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney....Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 10th day of July, 2025.



Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790



City Council Action Request

7.P.

Meeting Date	8/6/2025										
Department	Engineering										
Agenda Category	Action Item										
Title	2024 Pavement Management Final Payment										
Staff Recommendation	Adopt Resolution 2025-103 approving the final payment in the amount of \$15,807.23 to OMG Midwest, Inc. dba Minnesota Paving & Materials for the 2024 Pavement Management Project.										
Budget Implication	\$15,807.23 - Roadway Maintenance Fund										
Attachments	<table><tr><td>1.</td><td>Memo</td></tr><tr><td>2.</td><td>2024 PM Final Payment Resolution</td></tr><tr><td>3.</td><td>Final Pay Request</td></tr><tr><td>4.</td><td>Final package</td></tr><tr><td>5.</td><td>Final package</td></tr></table>	1.	Memo	2.	2024 PM Final Payment Resolution	3.	Final Pay Request	4.	Final package	5.	Final package
1.	Memo										
2.	2024 PM Final Payment Resolution										
3.	Final Pay Request										
4.	Final package										
5.	Final package										



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

July 17, 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. 8 and Final
2024 Pavement Management Project

Dear Mr. Burfeind:

Attached is the signed copy of the Contractors Pay Request No. 8 and Final for the 2024 Pavement Management Project. Also included are the IC 134 forms, Lien Waivers, and Warranty Bond as submitted by the Contractor. The Contractor for this project is Minnesota Paving and Materials.

REVIEW OF PROJECT HISTORY

The contractor began this project in May 2024 and the project was substantially completed on August 26, 2024. The contractor returned in spring and summer of 2025 to complete the remaining punch list work.

CONSTRUCTION COST OVERVIEW

As indicated on the final request for payment, the original contract amount was \$903,739.48. The final construction cost as shown is \$854,444.77, which is \$49,294.71 less than the contract amount. The overall project underrun was due to underruns in estimated subgrade corrections of \$24,054.54, concrete driveway replacement of \$15,730.00, and other minor quantity discrepancies.

RECOMMENDATION

Minnesota Paving and Materials in accordance with the contract plans and specifications has satisfactorily completed the work. Therefore, it is recommended that final payment of \$15,807.23 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.

Timothy J Adler
Design Engineer

CITY OF COTTAGE GROVE
CITY COUNCIL
RESOLUTION NO. 2025-103

**RESOLUTION APPROVING THE FINAL PAYMENT IN THE
AMOUNT OF \$15,807.23 TO OMG MIDWEST, INC. DBA MINNESOTA PAVING &
MATERIALS FOR THE 2024 PAVEMENT MANAGEMENT PROJECT**

WHEREAS, the City Engineer has certified that work has been satisfactorily completed; and

WHEREAS, the original total contract amount was \$903,739.48. The final construction cost was \$854,444.77, which is \$49,294.71 than the contract amount. The reduced construction cost was due to underruns in estimated subgrade corrections, concrete driveway replacement, 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 \$15,807.23 is paid to OMG Midwest, Inc. dba Minnesota Paving & Materials for the final payment for the 2024 Pavement Management Project.

Passed this 6th day of August, 2025.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

Contractor's Application for Payment

Owner: City of Cottage Grove	Owner's Project No.: _____
Engineer: Bolton & Menk, Inc.	Engineer's Project No.: 0N1.130858
Contractor: OMG Midwest, Inc. dba Minnesota Paving & Materials	
Project: 2024 Pavement Management Project	
Contract: _____	
Application No.: 8 & Final	Application Date: 7/16/2025
Application Period: From 2/19/2025 to 7/16/2025	

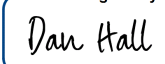
1. Original Contract Price	\$ 903,739.48
2. Net change by Change Orders	\$ -
3. Current Contract Price (Line 1 + Line 2)	\$ 903,739.48
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 854,444.77
5. Retainage	
a. _____ X \$ 854,444.77 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)	\$ 854,444.77
7. Less previous payments	\$ 838,637.54
8. Amount due this application	\$ 15,807.23
9. Balance to finish, including retainage (Line 3 - Line 4)	\$ -

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

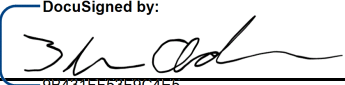
Contractor: OMG Midwest Inc., dba Minnesota Paving & Materials

Signature:  **Date:** July 16, 2025

Name: Dan Hall **Title:** Project Manager

Recommended by Bolton & Menk, Inc.

Approved by City of Cottage Grove

By:  **By:** _____

Name: Tim Adler **Name:** _____

Title: Design Engineer **Title:** _____

Date: July 16, 2025 **Date:** _____

Progress Estimate - Unit Price Work										Contractor's Application for Payment			
Owner:		City of Cottage Grove								Owner's Project No.:			
Engineer:		Bolton & Menk, Inc.								Engineer's Project No.: 0N1.130858			
Contractor:		OMG Midwest, Inc. dba Minnesota Paving & Materials								Agency's Project No.:			
Project:		2024 Pavement Management Project											
Contract:													
Application No.:		8 & Final		Application Period:		From 02/19/25		to 07/16/25		Application Date: 07/16/25			
A	B	C	D	E	F	F1	F2	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
BASE BID													
PART 1 - STREETS													
1	MOBILIZATION	1.00	LS	34,800.00	34,800.00	1.00	34,800.00	1.00	34,800.00		34,800.00	100%	-
2	TRAFFIC CONTROL	1.00	LS	5,000.00	5,000.00	1.00	5,000.00	1.00	5,000.00		5,000.00	100%	-
3	TEMPORARY MAILBOX	79.00	EA	75.50	5,964.50	79.00	5,964.50	79.00	5,964.50		5,964.50	100%	-
4	SAWING BITUMINOUS PAVEMENT (STREET OR TRAIL)	70.00	LF	5.88	411.60	70.00	411.60	70.00	411.60		411.60	100%	-
5	REMOVE SIGN	1.00	EA	40.11	40.11	1.00	40.11	1.00	40.11		40.11	100%	-
6	REMOVE SIGNPOST	3.00	EA	40.11	120.33	3.00	120.33	3.00	120.33		120.33	100%	-
7	REMOVE CONCRETE CURB AND GUTTER	7,450.00	LF	4.27	31,811.50	7,450.00	31,811.50	7,450.00	31,811.50		31,811.50	100%	-
8	REMOVE BITUMINOUS TRAIL PAVEMENT	10.00	SY	12.64	126.40	12.00	151.68	12.00	151.68		151.68	120%	(25.28)
9	REMOVE BITUMINOUS STREET PAVEMENT	12,950.00	SY	5.00	64,750.00	12,950.00	64,750.00	12,950.00	64,750.00		64,750.00	100%	-
10	REMOVE EXISTING CONCRETE SLAB	110.00	SF	4.24	466.40	110.00	466.40	110.00	466.40		466.40	100%	-
11	SALVAGE AND REINSTALL SIGN	3.00	EA	100.29	300.87	3.00	300.87	3.00	300.87		300.87	100%	-
12	SALVAGE AND REINSTALL MAILBOX	8.00	EA	200.57	1,604.56	8.00	1,604.56	8.00	1,604.56		1,604.56	100%	-
13	SALVAGE AND REINSTALL CLUSTER MAILBOX	16.00	EA	225.64	3,610.24	16.00	3,610.24	16.00	3,610.24		3,610.24	100%	-
14	SALVAGE AND REINSTALL COMMUNITY MAILBOX	6.00	EA	275.79	1,654.74	6.00	1,654.74	6.00	1,654.74		1,654.74	100%	-
15	EXCAVATION - COMMON (EV)	215.00	CY	24.00	5,160.00	212.50	5,100.00	212.50	5,100.00		5,100.00	99%	60.00
16	EXCAVATION - SUBGRADE (EV)	430.00	CY	24.00	10,320.00	-	-	-	-		-	-	10,320.00
17	AGGREGATE BACKFILL (MODIFIED)	850.00	TN	7.32	6,222.00	-	-	-	-		-	-	6,222.00
18	AGGREGATE BASE, VIRGIN CLASS 5	1,225.00	TN	17.31	21,204.75	791.00	13,692.21	791.00	13,692.21		13,692.21	65%	7,512.54
19	MIX AND FINISH GRADE AGGREGATE BASE - STREET	12,750.00	SY	3.50	44,625.00	12,750.00	44,625.00	12,750.00	44,625.00		44,625.00	100%	-
20	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)	2,820.00	TN	85.00	239,700.00	2,833.00	240,805.00	2,833.00	240,805.00		240,805.00	100%	(1,105.00)
21	BITUMINOUS MATERIAL FOR TACK COAT	640.00	GAL	2.01	1,286.40	600.00	1,206.00	600.00	1,206.00		1,206.00	94%	80.40
22	BITUMINOUS INCENTIVE	1.00	LS	7,500.00	7,500.00	0.96	7,200.00	0.96	7,200.00		7,200.00	96%	300.00
23	PATCH BITUMINOUS TRAIL	3.00	SY	104.56	313.68	10.00	1,045.60	10.00	1,045.60		1,045.60	333%	(731.92)
24	REMOVE AND REPLACE BITUMINOUS DRIVEWAY PAVEMENT	280.00	SY	49.32	13,809.60	366.00	18,051.12	366.00	18,051.12		18,051.12	131%	(4,241.52)
25	REMOVE AND REPLACE 6 INCH CONCRETE DRIVEWAY	740.00	SY	78.65	58,201.00	540.00	42,471.00	540.00	42,471.00		42,471.00	73%	15,730.00
26	6 INCH CONCRETE MAILBOX PAD	110.00	SF	10.55	1,160.50	84.00	886.20	84.00	886.20		886.20	76%	274.30
27	6 INCH CONCRETE PEDESTRIAN CURB RAMP	106.00	SF	17.22	1,825.32	40.00	688.80	40.00	688.80		688.80	38%	1,136.52
28	TRUNCATED DOME PANELS	16.00	SF	65.84	1,053.44	16.00	1,053.44	16.00	1,053.44		1,053.44	100%	-
29	CONCRETE CURB AND GUTTER - SURMOUNDABLE D428	7,450.00	LF	17.50	130,375.00	7,450.00	130,375.00	7,450.00	130,375.00		130,375.00	100%	-
30	PREMIUM TOPSOIL BORROW MODIFIED	1,075.00	CY	5.01	5,385.75	313.00	1,568.13	313.00	1,568.13		1,568.13	29%	3,817.62
31	HYDRAULIC MATRIX TYPE MULCH	4,100.00	SY	1.00	4,100.00	2,020.00	2,020.00	2,020.00	2,020.00		2,020.00	49%	2,080.00
32	SEEDING, MNDOT MIX 25-151	250.00	LB	10.13	2,532.50	66.00	668.58	66.00	668.58		668.58	26%	1,863.92
33	APPLICATION OF WATER FOR TURF ESTABLISHMENT	210.00	MGAL	40.00	8,400.00	-	-	-	-		-	-	8,400.00
34	SIGN POST FOR STREET NAME BLADES	3.00	EA	351.00	1,053.00	3.00	1,053.00	3.00	1,053.00		1,053.00	100%	-
35	STORM DRAIN INLET PROTECTION PER STANDARD DETAIL	21.00	EA	156.00	3,276.00	23.00	3,588.00	23.00	3,588.00		3,588.00	110%	(312.00)
36	STREET SWEEPER WITH OPERATOR	13.00	HR	160.46	2,085.98	19.50	3,128.97	19.50	3,128.97		3,128.97	150%	(1,042.99)
37	SKIDSTEER WITH OPERATOR	6.00	HR	0.01	0.06	6.00	0.06	6.00	0.06		0.06	100%	-
38	EROSION CONTROL SUPERVISOR	1.00	LS	1,400.00	1,400.00	1.00	1,400.00	1.00	1,400.00		1,400.00	100%	-
39	WATER FOR DUST CONTROL	15.00	MGAL	76.46	1,146.90	15.00	1,146.90	15.00	1,146.90		1,146.90	100%	-
	PART 1 - STREETS TOTAL:				722,798.13		672,459.54		672,459.54		672,459.54		50,338.59
PART 2 - SANITARY SEWER													
40	ADJUST SANITARY MANHOLE CASTING (INCL RINGS)	18.00	EA	956.12	17,210.16	18.00	17,210.16	18.00	17,210.16		17,210.16	100%	-
41	REMOVE AND REPLACE CONE SECTION (48" DIA MH)	1.00	EA	3,186.09	3,186.09	1.00	3,186.09	1.00	3,186.09		3,186.09	100%	-
42	REMOVE AND REPLACE CASTING (27" R-1642 SANITARY)	1.00	EA	1,415.43	1,415.43	1.00	1,415.43	1.00	1,415.43		1,415.43	100%	-
	PART 2 - SANITARY SEWER TOTAL:				21,811.68		21,811.68		21,811.68		21,811.68		-

Progress Estimate - Unit Price Work										Contractor's Application for Payment																
Owner:		City of Cottage Grove								Owner's Project No.:																
Engineer:		Bolton & Menk, Inc.								Engineer's Project No.: ON1.130858																
Contractor:		OMG Midwest, Inc. dba Minnesota Paving & Materials								Agency's Project No.:																
Project:		2024 Pavement Management Project																								
Contract:																										
Application No.:		8 & Final		Application Period:		From		02/19/25		to		07/16/25		Application Date:		07/16/25										
A	B		C		D		E		F		F1		F2		G		H		I		J		K		L	
Bid Item No.	Description	Item	Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Contract Information		Previous Estimate		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)										
											Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)														
PART 3 - WATER MAIN																										
43	ADJUST GATE VALVE	7.00	EA		471.31	3,299.17		7.00	3,299.17		7.00	3,299.17			3,299.17	100%	-									
44	REMOVE AND REPLACE TOP SECTION OF VALVE BOX	7.00	EA		163.26	1,142.82		7.00	1,142.82		7.00	1,142.82			1,142.82	100%	-									
45	RECONSTRUCT VALVE BOX	4.00	LF		391.63	1,566.52		4.00	1,566.52		4.00	1,566.52			1,566.52	100%	-									
46	HYDRANT RECONDITIONING AND PAINTING	8.00	EA		626.79	5,014.32		8.00	5,014.32		8.00	5,014.32			5,014.32	100%	-									
47	6 INCH CONCRETE HYDRANT ACCESS PAD	150.00	SF		16.82	2,523.00		144.00	2,422.08		144.00	2,422.08			2,422.08	96%	100.92									
PART 3 - WATER MAIN TOTAL:						13,545.83			13,444.91			13,444.91			13,444.91		100.92									
PART 4 - STORM SEWER																										
48	REMOVE MANHOLE CONE SECTION - STORM SEWER	1.00	EA		1,002.86	1,002.86		1.00	1,002.86		1.00	1,002.86			1,002.86	100%	-									
49	RANDOM RIP RAP CL-3	16.00	CY		200.57	3,209.12		16.00	3,209.12		16.00	3,209.12			3,209.12	100%	-									
50	ADD CBMH TOPSLAB, 48" DIA STORM STRUCTURE	1.00	EA		1,616.61	1,616.61		1.00	1,616.61		1.00	1,616.61			1,616.61	100%	-									
51	ADD 1' SECTION, 48" DIA STORM STRUCTURE	1.00	EA		1,348.85	1,348.85		1.00	1,348.85		1.00	1,348.85			1,348.85	100%	-									
52	ADD 4' SECTION, 48" DIA STORM STRUCTURE	1.00	EA		1,895.41	1,895.41		1.00	1,895.41		1.00	1,895.41			1,895.41	100%	-									
53	ADJUST CATCH BASIN CASTING, INCL HDPE ADJ RINGS	12.00	EA		512.59	6,151.08		12.00	6,151.08		12.00	6,151.08			6,151.08	100%	-									
54	REMOVE AND REPLACE R-3067-VB CASTING	12.00	EA		977.20	11,726.40		12.00	11,726.40		12.00	11,726.40			11,726.40	100%	-									
55	PATCH STORM STRUCTURE	5.00	EA		479.52	2,397.60		5.00	2,397.60		5.00	2,397.60			2,397.60	100%	-									
56	ADJUST STORM SEWER MANHOLE CASTING, INCL HDPE ADJ	1.00	EA		956.12	956.12		1.00	956.12		1.00	956.12			956.12	100%	-									
PART 4 - STORM SEWER TOTAL:						30,304.05			30,304.05			30,304.05			30,304.05		-									
PART 5 - STREET LIGHTING																										
57	REMOVE LIGHTING UNIT FOUNDATION	1.00	EA		1,504.29	1,504.29		1.00	1,504.29		1.00	1,504.29			1,504.29	100%	-									
58	CONNECT TO EXISTING LIGHT	16.00	EA		253.00	4,048.00		16.00	4,048.00		16.00	4,048.00			4,048.00	100%	-									
59	SALVAGE AND REPLACE LUMINAIRE (CITY SUPPLIED)	16.00	EA		828.00	13,248.00		16.00	13,248.00		16.00	13,248.00			13,248.00	100%	-									
60	REMOVE AND REPLACE STREET LIGHT POLE	3.00	EA		828.00	2,484.00		3.00	2,484.00		3.00	2,484.00			2,484.00	100%	-									
61	HANDHOLE TYPE B	17.00	EA		728.00	12,376.00		17.00	12,376.00		17.00	12,376.00			12,376.00	100%	-									
62	UNDERGROUND WIRE 1 C/6 AWG	6,700.00	LF		1.86	12,462.00		6,796.00	12,640.56		6,796.00	12,640.56			12,640.56	101%	(178.56)									
63	UNDERGROUND WIRE 1 C/8 GROUND	3,350.00	LF		1.38	4,623.00		3,398.00	4,689.24		3,398.00	4,689.24			4,689.24	101%	(66.24)									
64	1.5" NON-METALLIC CONDUIT	3,350.00	LF		18.75	62,812.50		3,398.00	63,712.50		3,398.00	63,712.50			63,712.50	101%	(900.00)									
65	LIGHT FOUNDATION DESIGN TYPE A	1.00	EA		1,722.00	1,722.00		1.00	1,722.00		1.00	1,722.00			1,722.00	100%	-									
PART 5 - STREET LIGHTING TOTAL:						115,279.79			116,424.59			116,424.59			116,424.59		(1,144.80)									
BASE BID TOTAL:						\$ 903,739.48			\$ 854,444.77			\$ 854,444.77	\$ -	\$ 854,444.77	95%	\$ 49,294.71										



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-924-008-416
Submitted Date and Time:	16-Jul-2025 9:17:58 AM
Legal Name:	OMG MIDWEST INC
Federal Employer ID:	33-1189877
User Who Submitted:	Rachel_Weidenbacher
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1986867200
Minnesota ID:	9215290
Project Owner:	CITY OF COTTAGE GROVE
Project Number:	0N1.130858
Project Begin Date:	07-May-2024
Project End Date:	25-Oct-2024
Project Location:	COTTAGE GROVE 2024 PMP
Project Amount:	\$854,444.77

Subcontractor Summary

Name	ID	Affidavit Number
COMPLETE INGROUND SYSTEMS LLC	1802965	1569796096
ALVERO LLC	3051898	1601253376
MID STATE RECLAMATION INC	1719563	393621504
SCHNEIDER EXCAVATING & GRADING INC	5444012	1205219328
STAPF CONCRETE CONSTRUCTION INC	6036685	206712832
VIKING RESTORATION LLC	6836508	554053632
WARNING LITES OF MINNESOTA INC	3086922	1266823168

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.

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Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-447-627-488
Submitted Date and Time:	28-Feb-2025 9:26:14 AM
Legal Name:	COMPLETE INGROUND SYSTEMS LLC
Federal Employer ID:	27-3714385
User Who Submitted:	1802965
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1569796096
Minnesota ID:	1802965
Project Owner:	CITY OF COTTAGE GROVE
Project Number:	634115
Project Begin Date:	20-May-2024
Project End Date:	18-Sep-2024
Project Location:	COTTAGE GROVE 2024 PMP
Project Amount:	\$116,830.75
Subcontractors:	No Subcontractors

Important Messages

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**RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS
CONDITIONAL UPON RECEIPT OF PAYMENT**

DATED 2/27/2025

THE UNDERSIGNED HEREBY ACKNOWLEDGES RECEIPT OF THE SUM OF
\$116,830.75 from OMG Midwest, Inc. dba Minnesota Paving & Materials

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 \$3,218.06 retainage or holdback).
- 3) _____ as full and final payment for all labor, skill, and material furnished or to be furnished to the following:

JOB # 634115
JOB NAME: Cottage Grove 2024 PMP
CONTRACT # n/a

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 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.

Complete Inground Services LLC

By Mary Krauthauer
President
(Title)



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-055-105-760
Submitted Date and Time:	5-Feb-2025 2:31:21 PM
Legal Name:	ALVERO LLC
Federal Employer ID:	46-2582481
User Who Submitted:	alvero
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1601253376
Minnesota ID:	3051898
Project Owner:	CITY OF COTTAGE GROVE
Project Number:	634115
Project Begin Date:	20-May-2024
Project End Date:	30-Jul-2024
Project Location:	COTTAGE GROVE 2024 PMP
Project Amount:	\$12,775.00
Subcontractors:	No Subcontractors

Important Messages

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Contact Us

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**RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS
CONDITIONAL UPON RECEIPT OF PAYMENT**

DATED 1/30/2025

THE UNDERSIGNED HEREBY ACKNOWLEDGES RECEIPT OF THE SUM OF \$12,775.00

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 \$236.34 retainage or holdback).
- 3) _____ as full and final payment for all labor, skill, and material furnished or to be furnished to the following:

JOB # 634115
JOB NAME: Cottage Grove 2024 PMP
CONTRACT # n/a

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 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.

Herness Construction LLC

By *Dustin Stark*
Project Manager

(Title)

—

Weidenbacher, Rachel (Minnesota Paving & Materials)

From: MN Revenue e-Services <eservices.mdor@state.mn.us>
Sent: Monday, February 3, 2025 8:00 AM
To: Julia Ohmann
Subject: Your Recent Contractor Affidavit Request

Caution: This is an external email. Please take care when clicking links or opening attachments. When in doubt, contact your IT Department

This email is an automated notification and is unable to receive replies.

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-951-567-072
Submitted Date and Time:	3-Feb-2025 8:00:20 AM
Legal Name:	MID STATE RECLAMATION INC
Federal Employer ID:	39-1727526
User Who Submitted:	Juliao
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	393621504
Minnesota ID:	1719563
Project Owner:	CITY OF COTTAGE GROVE
Project Number:	634115
Project Begin Date:	22-May-2024
Project End Date:	24-Jun-2024
Project Location:	COTTAGE GROVE, MN
Project Amount:	\$14,210.53
Subcontractors:	No Subcontractors

Important Messages

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Contact Us

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How to View and Print this Request

You can see copies of your requests by going into your History.

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51789

**RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS
CONDITIONAL UPON RECEIPT OF PAYMENT**

DATED 1/30/2025

THE UNDERSIGNED HEREBY ACKNOWLEDGES RECEIPT OF THE SUM OF \$14,210.53

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 \$0.00 retainage or holdback).
- 3) X as full and final payment for all labor, skill, and material furnished or to be furnished to the following:

JOB # 634115
JOB NAME: Cottage Grove 2024 PMP
CONTRACT # n/a

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 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.

Midstate Reclamation Inc

By _____

GM

(Title)



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-124-588-768
Submitted Date and Time:	14-Feb-2025 9:36:39 AM
Legal Name:	SCHNEIDER EXCAVATING & GRADING INC
Federal Employer ID:	41-1334584
User Who Submitted:	schneiderexc
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1205219328
Minnesota ID:	5444012
Project Owner:	CITY OF COTTAGE GROVE
Project Number:	634115
Project Begin Date:	20-May-2024
Project End Date:	04-Oct-2024
Project Location:	COTTAGE GROVE
Project Amount:	\$24,353.01
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
CONDITIONAL UPON RECEIPT OF PAYMENT**

DATED 1/30/2025

THE UNDERSIGNED HEREBY ACKNOWLEDGES RECEIPT OF THE SUM OF \$24,353.01

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 \$455.08 retainage or holdback).
- 3) _____ as full and final payment for all labor, skill, and material furnished or to be furnished to the following:

JOB # 634115
JOB NAME: Cottage Grove 2024 PMP
CONTRACT # n/a

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 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.

Schneider Excavating & Grading Inc

By



Project Manager

(Title)



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-791-724-768
Submitted Date and Time:	31-Jan-2025 2:15:12 PM
Legal Name:	STAPF CONCRETE CONSTRUCTION INC
Federal Employer ID:	16-1615178
User Who Submitted:	6036685Lisa
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	206712832
Minnesota ID:	6036685
Project Owner:	CITY OF COTTAGE GROVE
Project Number:	634115
Project Begin Date:	04-Jun-2024
Project End Date:	09-Oct-2024
Project Location:	COTTAGE GROVE
Project Amount:	\$229,039.63
Subcontractors:	No Subcontractors

Important Messages

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Contact Us

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**RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS
CONDITIONAL UPON RECEIPT OF PAYMENT**

DATED 1/30/2025

THE UNDERSIGNED HEREBY ACKNOWLEDGES RECEIPT OF THE SUM OF
\$229,039.63

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 \$4,203.55 retainage or holdback).
- 3) _____ as full and final payment for all labor, skill, and material furnished or to be furnished to the following:

JOB # 634115
JOB NAME: Cottage Grove 2024 PMP
CONTRACT # n/a

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 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.

Stapf Concrete Construction Inc
By *De Sal*
 President
 (Title)

Weidenbacher, Rachel (Minnesota Paving & Materials)

From: Matt Vickerman <mattvickerman@viking-restoration.com>
Sent: Sunday, February 16, 2025 3:38 PM
To: Weidenbacher, Rachel (Minnesota Paving & Materials)
Subject: [EXT] Fw: Your Recent Contractor Affidavit Request

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you are expecting this email and know the contents are safe. If you believe this email may be phishing or malicious, please use the Report Phish button.

Please see lc-134.

From: MN Revenue e-Services <eservices.mdor@state.mn.us>
Sent: Sunday, February 16, 2025 3:36 PM
To: Matt Vickerman <mattvickerman@viking-restoration.com>
Subject: Your Recent Contractor Affidavit Request

This email is an automated notification and is unable to receive replies.

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-740-428-000
Submitted Date and Time:	16-Feb-2025 3:36:24 PM
Legal Name:	VIKING RESTORATION LLC
Federal Employer ID:	84-2225349
User Who Submitted:	Viking59
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	554053632
Minnesota ID:	6836508
Project Owner:	CITY OF COTTAGE GROVE
Project Number:	634115
Project Begin Date:	01-Jun-2024
Project End Date:	02-Dec-2024
Project Location:	COTTAGE GROVE
Project Amount:	\$12,260.00
Subcontractors:	No Subcontractors

Important Messages

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Contact Us

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How to View and Print this Request

You can see copies of your requests by going into your History.

This message and any attachments are solely for the intended recipient and may contain nonpublic / private data. If you are not the intended recipient, any disclosure, copying, use, or distribution of the information included in this message and any attachments is prohibited. If you have received this communication in error, please notify us and immediately and permanently delete this message and any attachments. Thank you.

ATTENTION: Ce courriel vient de l'extérieur de l'entreprise. Ne cliquez pas sur les liens, et n'ouvrez pas les pièces jointes, à moins que vous ne connaissiez l'expéditeur du courriel et savez que le contenu est sécuritaire. Si vous pensez qu'il s'agit d'un courriel d'hameçonnage ou malveillant, veuillez cliquer sur le bouton Signaler une tentative d'hameçonnage.

**RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS
CONDITIONAL UPON RECEIPT OF PAYMENT**

DATED 1/30/2025

THE UNDERSIGNED HEREBY ACKNOWLEDGES RECEIPT OF THE SUM OF \$12,260.00

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 \$226.81 retainage or holdback).
- 3) _____ as full and final payment for all labor, skill, and material furnished or to be furnished to the following:

JOB # 634115
JOB NAME: Cottage Grove 2024 PMP
CONTRACT # n/a

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 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.

Matthew Richard Vickerman (Viking Restoration)

By

Matthew Vickerman

Owner
(Title)



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-489-874-144
Submitted Date and Time:	7-Feb-2025 11:22:54 AM
Legal Name:	WARNING LITES OF MINNESOTA INC
Federal Employer ID:	36-4762529
User Who Submitted:	kwilliams07
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1266823168
Minnesota ID:	3086922
Project Owner:	CITY OF COTTAGE GROVE
Project Number:	634115
Project Begin Date:	01-May-2024
Project End Date:	01-Dec-2024
Project Location:	COTTAGE GROVE 2024 PVMT
Project Amount:	\$4,410.00
Subcontractors:	No Subcontractors

Important Messages

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Contact Us

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**RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS
CONDITIONAL UPON RECEIPT OF PAYMENT**

DATED 1/30/2025

THE UNDERSIGNED HEREBY ACKNOWLEDGES RECEIPT OF THE SUM OF \$4,410.00

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 \$81.58 retainage or holdback).
- 3) _____ as full and final payment for all labor, skill, and material furnished or to be furnished to the following:

JOB # 634115
JOB NAME: Cottage Grove 2024 PMP
CONTRACT # n/a

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 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.

Warning Lites of Minnesota Inc

By Keyana L. Williams

Accounts Payable Administrator

(Title)

MAINTENANCE BOND

Bond No.: 9454215M

KNOWN ALL BY THESE PRESENTS: That we OMG Midwest, Inc. dba Minnesota Paving & Materials, as Principal, and Fidelity and Deposit Company of Maryland, a corporation organized and existing under the Laws of the State of Illinois, as Surety, are held and firmly bound unto City of Cottage Grove, as Obligee, in the total sum of Eight Hundred Fifty-four Thousand Four Hundred Forty-four & 77/100 U.S. Dollars (\$854,444.77) for the payment whereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, the Principal entered into a contract with the Obligee dated _____ for _____
City of Cottage Grove 2024 Pavement Project - City of Cottage Grove ("Work").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall maintain and remedy said Work free from defects in materials and workmanship for a period of Two (2) year(s) commencing on August 26, 2024 (the "Maintenance Period"), then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one (1) year from the expiration date of the Maintenance Period; provided, however, that if this limitation is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law, and said period of limitation shall be deemed to have accrued and shall commence to run on the expiration date of the Maintenance Period.

SIGNED this 16th day of July, 2025.

OMG Midwest, Inc. dba Minnesota Paving & Materials
(Principal)

By:  _____

Fidelity and Deposit Company of Maryland

By:  _____
Gicelle Pajon, Attorney-in-Fact



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Christopher Nolan**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Gicelle Pajon, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

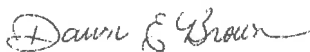
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 31st day of March, A.D. 2025.

**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Christopher Nolan*
Vice President



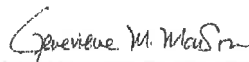
By: *Dawn E. Brown*
Secretary



**State of Maryland
County of Baltimore**

On this 31st day of March, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Genevieve M. Maison
Notary Public
My Commission Expires January 27, 2029



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 16th day of July, 2025.



Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577



ADDENDUM
Electronic Seals Approved for Surety Bonds

To ensure business continuity during the pandemic, Zurich American Insurance Company and its related companies authorize their Attorneys-in-Fact within all 50 U.S. States, territories and possessions, to affix an electronic seal to all bond documents as if it were a raised corporate seal.

Effective this 23rd day of March, 2023.

Zurich American Insurance Company
Fidelity and Deposit Company of Maryland
Colonial American Insurance Company



A handwritten signature in black ink, appearing to be 'R. Murray', is written over a horizontal line.

Robert D. Murray
Executive Vice President
Head of Surety



City Council Action Request

7.Q.

Meeting Date 8/6/2025

Department Engineering

Agenda Category Action Item

Title 2024 Jamaica Mill and Overlay Final Payment

Staff Recommendation Adopt Resolution 2025-104 approving the final payment to Northwest Asphalt, Inc. for the 2024 Jamaica Mill and Overlay Project in the amount of \$12,187.83.

Budget Implication \$12,187.83 - Roadway Maintenance Fund

Attachments

1.	Memo
2.	2025-08-06 CC Final Pay Request RESOLUTION
3.	Executed Final Pay Request
4.	IC134s - Jamaica Ave Mill Overlay
5.	Jamaica Ave Warranty & Lien Waivers



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

July 22, 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. 5 and Final
2024 Jamaica Avenue Mill and Overlay Project

Dear Mr. Burfeind:

Attached is the signed copy of the Contractors Pay Request No. 5 and Final for the 2024 Jamaica Mill and Overlay Project. Also included are the IC 134 forms, Lien Waivers, and Warranty Bond as submitted by the Contractor. The Contractor for this project is Northwest.

REVIEW OF PROJECT HISTORY

The contractor began this project in June 2024 and the project was substantially completed on August 26, 2024. The contractor returned in spring and summer of 2025 to complete the remaining punch list work.

CONSTRUCTION COST OVERVIEW

As indicated on the final request for payment, the original contract amount was \$1,446,878.71. The final construction cost as shown is \$1,218,783.02 which is \$228,095.69 less than the contract amount. The overall project underrun was due to underruns in estimated subgrade corrections of \$64,280.95, and elimination of \$140,400.00 in CIPP lining, and other minor quantity discrepancies.

RECOMMENDATION

Northwest in accordance with the contract plans and specifications has satisfactorily completed the work. Therefore, it is recommended that final payment of \$12,187.83 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.

Timothy J Adler
Design Engineer

CITY OF COTTAGE GROVE
CITY COUNCIL
RESOLUTION NO. 2025-104

**RESOLUTION APPROVING THE FINAL PAYMENT IN THE
AMOUNT OF \$12,187.83 TO NORTHWEST ASPHALT, INC.
FOR THE 2024 JAMAICA AVENUE MILL AND OVERLAY PROJECT**

WHEREAS, the City Engineer has certified that work has been satisfactorily completed; and

WHEREAS, the original total contract amount was \$1,446,878.71. The final construction cost was \$1,218,783.02, which is \$228,095.69 less than the contract amount. The reduced construction cost was due to an underrun in estimated subgrade corrections and the decision to eliminate from the project the lining of two sections of storm sewer; 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 \$12,187.83 is paid to Northwest Asphalt, Inc. for the final payment for the 2024 Jamaica Avenue Mill and Overlay Project.

Passed this 6th day of August, 2025.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

Contractor's Application for Payment

Owner:	City of Cottage Grove		Owner's Project No.:	
Engineer:	Bolton & Menk, Inc.		Engineer's Project No.:	ON1.130858
Contractor:	Northwest Asphalt, Inc.		Agency's Project No.:	
Project:	2024 Jamaica Avenue Mill and Overlay			
Contract:				
Application No.:	5 & Final	Application Date:	7/22/2025	
Application Period:	From 12/19/2024	to	7/22/2025	

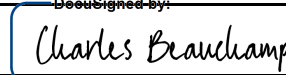
1. Original Contract Price	\$	1,446,878.71
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	1,446,878.71
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	1,218,783.02
5. Retainage		
a. X \$ 1,218,783.02 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)	\$	1,218,783.02
7. Less previous payments	\$	1,206,595.19
8. Amount due this application	\$	12,187.83
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	-

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

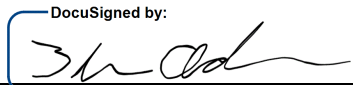
- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment 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: Northwest Asphalt, Inc.

Signature:  **Date:** July 22, 2025

Name: Charles Beauchamp **Title:** Project Manager

Recommended by Bolton & Menk, Inc.**Approved by City of Cottage Grove**

By:  **By:**

Name: Tim Adler **Name:**

Title: Design Engineer **Title:**

Date: July 22, 2025 **Date:**

Progress Estimate - Unit Price Work

Contractor's Application for Payment

City of Cottage Grove										Owner's Project No.:			
Engineer: Bolton & Menk, Inc.										Engineer's Project No.: 0N1.130858			
Contractor: Northwest Asphalt, Inc.										Agency's Project No.:			
Project: 2024 Jamaica Avenue Mill and Overlay													
Contract:													
Application No.:		5 & Final		Application Period:		From 12/19/24 to 07/22/25				Application Date:		07/22/25	
A	B	C	D	E	F	F1	F2	G	H	I	J	K	L
Bid Item No.	Description	Item Quantity	Contract Information		Value of Bid Item (C X E) (\$)	Previous Estimate		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
			Units	Unit Price (\$)		Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
BASE BID													
PART 1 - STREETS													
1	MOBILIZATION	1.00	LS	82,802.00	82,802.00	1.00	82,802.00	1.00	82,802.00		82,802.00	100%	-
2	TRAFFIC CONTROL	1.00	LS	9,200.00	9,200.00	1.00	9,200.00	1.00	9,200.00		9,200.00	100%	-
3	MILL BITUMINOUS PAVEMENT (2 INCH DEPTH)	35,750.00	SY	1.32	47,190.00	35,750.00	47,190.00	35,750.00	47,190.00		47,190.00	100%	-
4	REMOVE AND REPLACE CONCRETE CURB AND GUTTER	1,080.00	LF	56.00	60,480.00	1,832.00	102,592.00	1,832.00	102,592.00		102,592.00	170%	(42,112.00)
5	REMOVE AND REPLACE 4 INCH CONCRETE SIDEWALK	250.00	SY	97.50	24,375.00	170.00	16,575.00	170.00	16,575.00		16,575.00	68%	7,800.00
6	REMOVE AND REPLACE 6 INCH CONCRETE PEDESTRIAN CURB RAMP	1,365.00	SF	19.00	25,935.00	1,365.00	25,935.00	1,365.00	25,935.00		25,935.00	100%	-
7	PATCH BITUMINOUS STREET-SPECIAL	5,400.00	SY	11.74	63,396.00	1,550.00	18,197.00	1,550.00	18,197.00		18,197.00	29%	45,199.00
8	SURFACE REPAIR	115.00	TN	165.93	19,081.95	-	-	-	-		-	-	19,081.95
9	TYPE SP 12.5 WEARING COURSE MIXTURE (4,E)	4,520.00	TN	82.47	372,764.40	4,038.00	333,013.86	4,038.00	333,013.86		333,013.86	89%	39,750.54
10	BITUMINOUS INCENTIVE	1.00	LS	22,000.00	22,000.00	0.46	10,120.00	0.46	10,120.00		10,120.00	46%	11,880.00
11	BITUMINOUS MATERIAL FOR TACK COAT	2,500.00	GAL	4.28	10,700.00	1,500.00	6,420.00	1,500.00	6,420.00		6,420.00	60%	4,280.00
12	TRUNCATED DOME PANEL	190.00	SF	55.00	10,450.00	157.00	8,635.00	157.00	8,635.00		8,635.00	83%	1,815.00
13	EROSION CONTROL SUPERVISOR	1.00	LS	5,000.00	5,000.00	1.00	5,000.00	1.00	5,000.00		5,000.00	100%	-
14	TOPSOIL BORROW	68.00	CY	110.00	7,480.00	110.00	12,100.00	110.00	12,100.00		12,100.00	162%	(4,620.00)
15	SEEDING, MNDOT MIX 25-151	32.00	LB	25.00	800.00	52.00	1,300.00	52.00	1,300.00		1,300.00	163%	(500.00)
16	HYDRAULIC MATRIX TYPE MULCH	525.00	SY	5.00	2,625.00	525.00	2,625.00	525.00	2,625.00		2,625.00	100%	-
17	APPLICATION OF WATER FOR TURF ESTABLISHMENT	6.00	MGAL	100.00	600.00	-	-	-	-		-	-	600.00
18	STORM DRAIN INLET PROTECTION (ERO-9)	52.00	EA	125.00	6,500.00	52.00	6,500.00	52.00	6,500.00		6,500.00	100%	-
19	STREET SWEEPER WITH OPERATOR	36.00	HR	180.00	6,480.00	28.00	5,040.00	28.00	5,040.00		5,040.00	78%	1,440.00
20	SKIDSTEER WITH OPERATOR	18.00	HR	125.00	2,250.00	-	-	-	-		-	-	2,250.00
21	REMOVE SIGN AND POST	26.00	EA	40.00	1,040.00	26.00	1,040.00	26.00	1,040.00		1,040.00	100%	-
22	INSTALL SIGN PANEL, TYPE C	320.00	SF	52.00	16,640.00	320.00	16,640.00	320.00	16,640.00		16,640.00	100%	-
23	REVISE SIGNAL SYSTEM	1.00	SYS	32,245.00	32,245.00	1.00	32,245.00	1.00	32,245.00		32,245.00	100%	-
24	PAVEMENT MESSAGE MULTI COMP GROUND IN	14.00	EA	135.00	1,890.00	15.00	2,025.00	15.00	2,025.00		2,025.00	107%	(135.00)
25	4" SOLID SOLID LINE MULTI COMP GROUND IN	1,200.00	LF	1.60	1,920.00	1,200.00	1,920.00	1,200.00	1,920.00		1,920.00	100%	-
26	4" BROKEN SOLID LINE MULTI COMP GROUND IN	2,175.00	LF	1.60	3,480.00	2,175.00	3,480.00	2,175.00	3,480.00		3,480.00	100%	-
27	4" DOUBLE SOLID LINE MULTI COMP GROUND IN	25.00	LF	3.20	80.00	-	-	-	-		-	-	80.00
28	12" SOLID LINE PREFORM THERMO GROUND IN	775.00	LF	14.00	10,850.00	748.00	10,472.00	748.00	10,472.00		10,472.00	97%	378.00
29	24" SOLID LINE PREFORM THERMO GROUND IN	84.00	LF	20.00	1,680.00	84.00	1,680.00	84.00	1,680.00		1,680.00	100%	-
	PART 1 - STREETS TOTAL:				849,934.35		762,746.86		762,746.86		762,746.86	90%	87,187.49
PART 2 - SANITARY SEWER													
30	ADJUST SANITARY SEWER MANHOLE CASTING INCLUDING NEW HDPE	1.00	EA	710.00	710.00	1.00	710.00	1.00	710.00		710.00	100%	-
31	REMOVE AND REPLACE CASTING (27" R-1642 SANITARY)	1.00	EA	1,207.34	1,207.34	1.00	1,207.34	1.00	1,207.34		1,207.34	100%	-
	PART 2 - SANITARY SEWER TOTAL:				1,917.34		1,917.34		1,917.34		1,917.34		-
PART 3 - WATER MAIN													
32	ADJUST VALVE BOX	4.00	EA	750.00	3,000.00	4.00	3,000.00	4.00	3,000.00		3,000.00	100%	-
33	RECONSTRUCT VALVE BOX	3.00	LF	450.00	1,350.00	-	-	-	-		-	-	1,350.00
	PART 3 - WATER MAIN TOTAL:				4,350.00		3,000.00		3,000.00		3,000.00		1,350.00
PART 4 - STORM SEWER													
34	REMOVE DEBRIS FROM PIPE	2.00	EA	500.00	1,000.00	2.00	1,000.00	2.00	1,000.00		1,000.00	100%	-
35	ADJUST STORM SEWER MANHOLE CASTING INCLUDING NEW HDPE	2.00	EA	750.00	1,500.00	2.00	1,500.00	2.00	1,500.00		1,500.00	100%	-
36	ADJUST CATCH BASIN CASTING INCLUDING NEW HDPE ADJUSTMENT RINGS	36.00	EA	350.00	12,600.00	36.00	12,600.00	36.00	12,600.00		12,600.00	100%	-
37	PATCH AND SPRAY RINGS	8.00	EA	700.00	5,600.00	8.00	5,600.00	8.00	5,600.00		5,600.00	100%	-
38	4" CIPP, 12" RCP	1.00	EA	40,000.00	40,000.00	-	-	-	-		-	-	40,000.00
39	4" CIPP, 15" RCP	2.00	EA	5,000.00	10,000.00	2.00	10,000.00	2.00	10,000.00		10,000.00	100%	-
40	4" CIPP, 18" RCP	1.00	EA	5,500.00	5,500.00	1.00	5,500.00	1.00	5,500.00		5,500.00	100%	-
41	8" CIPP, 15" RCP	1.00	EA	7,500.00	7,500.00	1.00	7,500.00	1.00	7,500.00		7,500.00	100%	-
42	12" CIPP, 48" RCP	1.00	EA	100,000.00	100,000.00	-	-	-	-		-	-	100,000.00
43	CIPP LINER (18" RCP)	411.00	LF	115.00	47,265.00	411.00	47,265.00	411.00	47,265.00		47,265.00	100%	-

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Cottage Grove	Owner's Project No.:	
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	0N1.130858
Contractor:	Northwest Asphalt, Inc.	Agency's Project No.:	
Project:	2024 Jamaica Avenue Mill and Overlay		
Contract:			

Application No.:		5 & Final		Application Period:		From	12/19/24		to	07/22/25		Application Date:				07/22/25			
A	B	C	D	E	F	F1	F2	G	H	I	J	K	L						
		Contract Information				Previous Estimate		Work Completed			Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)					
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)										
44	SPRAY LINE STORM STRUCTURE - 48" DIAMETER	10.00	LF	225.00	2,250.00	10.00	2,250.00	10.00	2,250.00		2,250.00	100%	-						
45	REMOVE AND REPLACE CATCH BASIN CASTING (R-3067-V OR R-3067-VB)	36.00	EA	175.00	6,300.00	36.00	6,300.00	36.00	6,300.00		6,300.00	100%	-						
46	REMOVE AND REPLACE MANHOLE CASTING (R-1642 STORM)	3.00	EA	1,257.34	3,772.02	3.00	3,772.02	3.00	3,772.02		3,772.02	100%	-						
47	RECONSTRUCT INVERT	4.00	EA	850.00	3,400.00	4.00	3,400.00	4.00	3,400.00		3,400.00	100%	-						
48	PATCH STORM STRUCTURE	16.00	EA	150.00	2,400.00	16.00	2,400.00	16.00	2,400.00		2,400.00	100%	-						
49	PATCH 48" STORM PIPE	2.00	EA	200.00	400.00	-	-	-	-		-		400.00						
	PART 4 - STORM SEWER TOTAL:				249,487.02		109,087.02		109,087.02		109,087.02	44%	140,400.00						
	PART 5 - STREET LIGHTING																		
50	REMOVE LIGHTING UNIT	7.00	EA	280.00	1,960.00	7.00	1,960.00	7.00	1,960.00		1,960.00	100%	-						
51	REMOVE LIGHTING UNIT FOUNDATION	7.00	EA	1,500.00	10,500.00	7.00	10,500.00	7.00	10,500.00		10,500.00	100%	-						
52	REMOVE LIGHTING CABINET	1.00	EA	655.00	655.00	1.00	655.00	1.00	655.00		655.00	100%	-						
53	REMOVE AND REPLACE LUMINAIRE	48.00	EA	195.00	9,360.00	48.00	9,360.00	48.00	9,360.00		9,360.00	100%	-						
54	SALVAGE AND REINSTALL LIGHT POLE	12.00	EA	260.00	3,120.00	-	-	-	-		-		3,120.00						
55	CONNECT TO EXISTING HANDHOLE	2.00	EA	715.00	1,430.00	2.00	1,430.00	2.00	1,430.00		1,430.00	100%	-						
56	CONNECT TO EXISTING LIGHT	40.00	EA	685.00	27,400.00	40.00	27,400.00	40.00	27,400.00		27,400.00	100%	-						
57	HORIZONTAL DIRECTIONAL DRILLING (HDD) - 1.5" CONDUIT	9,100.00	LF	16.00	145,600.00	9,124.00	145,984.00	9,124.00	145,984.00		145,984.00	100%	(384.00)						
58	2" NON-METALLIC CONDUIT	600.00	LF	11.80	7,080.00	530.00	6,254.00	530.00	6,254.00		6,254.00	88%	826.00						
59	UNDERGROUND WIRE 1 C/6 AWG	17,500.00	LF	2.50	43,750.00	18,672.00	46,680.00	18,672.00	46,680.00		46,680.00	107%	(2,930.00)						
60	UNDERGROUND WIRE 1 C/8 AWG	9,100.00	LF	2.05	18,655.00	9,336.00	19,138.80	9,336.00	19,138.80		19,138.80	103%	(483.80)						
61	LIGHTING SERVICE CABINET	1.00	EA	6,680.00	6,680.00	1.00	6,680.00	1.00	6,680.00		6,680.00	100%	-						
62	LIGHTING UNIT - TYPE F1 (CITY SUPPLIED)	7.00	EA	730.00	5,110.00	7.00	5,110.00	7.00	5,110.00		5,110.00	100%	-						
63	LIGHT FOUNDATION - TYPE F	7.00	EA	1,235.00	8,645.00	7.00	8,645.00	7.00	8,645.00		8,645.00	100%	-						
64	EQUIPMENT PAD	1.00	EA	4,715.00	4,715.00	1.00	4,715.00	1.00	4,715.00		4,715.00	100%	-						
65	HANDHOLE -TYPE B	47.00	EA	990.00	46,530.00	48.00	47,520.00	48.00	47,520.00		47,520.00	102%	(990.00)						
	PART 5 - STREET LIGHTING TOTAL:				341,190.00		342,031.80		342,031.80		342,031.80	100%	(841.80)						
BASE BID TOTAL:					\$	1,446,878.71		\$	1,218,783.02		\$	1,218,783.02	\$	-	\$	1,218,783.02	84%	\$	228,095.69



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-030-124-256
Submitted Date and Time:	20-Feb-2025 10:03:20 AM
Legal Name:	NORTHWEST ASPHALT INC
Federal Employer ID:	41-1321372
User Who Submitted:	northwest
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	2027171840
Minnesota ID:	5333310
Project Owner:	CITY OF COTTAGE GROVE
Project Number:	ON1.130858
Project Begin Date:	31-May-2024
Project End Date:	29-Oct-2024
Project Location:	JAMAICA AVENUE COTTAGE GROVE
Project Amount:	\$1,218,783.02

Subcontractor Summary

Name	ID	Affidavit Number
KILLMER ELECTRIC CO INC	6718331	275501056
ALLSTATES PAVEMENT RECYCLING & STABILIZATION INC	3908651	17289216
WARNING LITES OF MINNESOTA INC	3086922	1139658752
VISU SEWER INC	3042816	335138816
EVERLAST REHAB LLC	5222138	1580740608
SIR LINES-A-LOT INC	3509324	975687680

Important Messages

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Contact Us

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Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-776-851-168
Submitted Date and Time:	7-Nov-2024 9:58:07 AM
Legal Name:	KILLMER ELECTRIC CO INC
Federal Employer ID:	41-1250710
User Who Submitted:	cresner
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	275501056
Minnesota ID:	6718331
Project Owner:	CITY OF COTTAGE GROVE
Project Number:	4218
Project Begin Date:	16-May-2024
Project End Date:	20-Sep-2024
Project Location:	COTTAGE GROVE, MN
Project Amount:	\$368,797.57

Subcontractor Summary

Name	ID	Affidavit Number
CASTREJON INC.	3150389	709349376

Important Messages

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Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-529-378-016
Submitted Date and Time:	6-Jan-2025 9:38:01 AM
Legal Name:	ALLSTATES PAVEMENT RECYCLING & STABILIZATION INC.
Federal Employer ID:	47-3023160
User Who Submitted:	APRSINC
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	17289216
Minnesota ID:	3908651
Project Owner:	CITY OF GOTTAGE GROVE
Project Number:	ON1.130858
Project Begin Date:	24-Jun-2024
Project End Date:	23-Jul-2024
Project Location:	2024 JAMAICA AVE MILL & OVERLAY
Project Amount:	\$13,941.68
Subcontractors:	No Subcontractors

Important Messages

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DEPARTMENT OF REVENUE

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-075-853-536
Submitted Date and Time:	7-Nov-2024 10:21:52 AM
Legal Name:	WARNING LITES OF MINNESOTA INC
Federal Employer ID:	36-4762529
User Who Submitted:	kwilliams07
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1139658752
Minnesota ID:	3086922
Project Owner:	CITY OF COTTAGE GROVE
Project Number:	ON1.130858
Project Begin Date:	01-Jun-2024
Project End Date:	01-Sep-2024
Project Location:	2024 JAMAICA AVE MILL & OVERLAY
Project Amount:	\$25,598.00
Subcontractors:	No Subcontractors

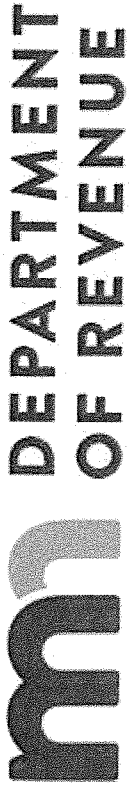
Important Messages

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Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-619-106-016
Submitted Date and Time:	6-Nov-2024 2:30:35 PM
Legal Name:	VISU SEWER INC
Federal Employer ID:	39-1219110
User Who Submitted:	weather
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	335138816
Minnesota ID:	3042816
Project Owner:	CITY OF COTTAGE GROVE
Project Number:	24204M-11
Project Begin Date:	03-Jun-2024
Project End Date:	31-Jul-2024
Project Location:	COTTAGE GROVE, MN
Project Amount:	\$65,265.00
Subcontractors:	No Subcontractors

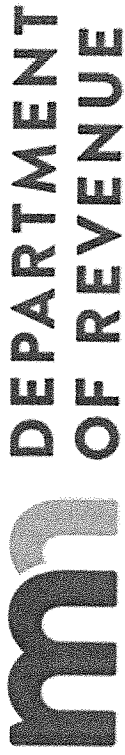
Important Messages

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Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-650-867-936
Submitted Date and Time:	6-Jan-2025 1:26:58 PM
Legal Name:	EVERLAST REHAB LLC
Federal Employer ID:	82-2039702
User Who Submitted:	EverlastRehab
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1580740608
Minnesota ID:	5222138
Project Owner:	CITY OF COTTAGE GROVE, MN
Project Number:	ON1.130858
Project Begin Date:	25-Jun-2024
Project End Date:	24-Jul-2024
Project Location:	COTTAGE GROVE, MN - JAMAICA AVENUE
Project Amount:	\$8,150.00
Subcontractors:	No Subcontractors

Important Messages

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Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-407-155-936
Submitted Date and Time:	2-Jan-2025 11:38:31 AM
Legal Name:	SIR LINES-A-LOT INC
Federal Employer ID:	46-5427787
User Who Submitted:	linesalot
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	975687680
Minnesota ID:	3509324
Project Owner:	THE CITY OF COTTAGE GROVE
Project Number:	ON1.130858
Project Begin Date:	27-Aug-2024
Project End Date:	27-Sep-2024
Project Location:	COTTAGE GROVE
Project Amount:	\$24,984.20
Subcontractors:	No Subcontractors

Important Messages

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Bond Number: 2356714

WARRANTY BOND

Contractor Name: Northwest Asphalt, Inc. Address (principal place of business): 1451 Stagecoach Road Shakopee, MN 55379-2797	Surety Name: Swiss Re Corporate Solutions America Insurance Address (principal place of business): 1200 Main Street, Suite 800 Kansas City, MO 64105
Owner Name: City of Cottage Grove Address (principal place of business): 12800 Ravine Parkway South Cottage Grove, MN 55016	Construction Contract Description (name and location): 2024 Jamaica Ave Mill and Overlay Project Contract Price: \$1,218,783.02 Effective Date of Contract: April 17, 2024 Contract's Date of Substantial Completion: October 25, 2024
Bond Bond Amount: <u>\$1,218,783.02</u> Date of Bond: <u>July 17, 2025</u> Bond Period: Commencing 364 days after Substantial Completion of the Work under the Construction Contract, and continuing until <u>TWO</u> years after such Substantial Completion. Modifications to this Bond form: ☒ None ☐ See Paragraph 9 Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth herein, do each cause this Warranty Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal Northwest Asphalt, Inc. (Full formal name of Contractor) By: <u>Michael B. Pfeiffer</u> (Signature) Name: <u>Michael B. Pfeiffer</u> (Printed or typed) Title: <u>President</u> Attest: <u>Debra Hendrickson</u> (Signature) Name: <u>Debra Hendrickson</u> (Printed or typed) Title: <u>Vice President Northwest</u>	Surety Swiss Re Corporate Solutions America Insurance (Full formal name of Surety) (Corporate seal) By: <u>Colby White</u> (Signature) (Attach Power of Attorney) Name: <u>Colby White</u> (Printed or typed) Title: <u>Attorney-in-Fact</u> Attest: <u>Sarah Joy Robinson</u> (Signature) Name: <u>Sarah Joy Robinson</u> (Printed or typed) Title: <u>Witness to Surety</u>

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.



1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract's Correction Period Obligations. The Construction Contract is incorporated herein by reference.
2. If the Contractor performs the Correction Period Obligations, the Surety and the Contractor shall have no obligation under this Warranty Bond.
3. If Owner gives written notice to Contractor and Surety during the Bond Period of Contractor's obligation under the Correction Period Obligations, and Contractor does not fulfill such obligation, then Surety shall be responsible for fulfillment of such Correction Period Obligations. Surety shall either fulfill the Correction Period Obligations itself, through its agents or contractors, or, in the alternative, Surety may waive the right to fulfill the Correction Period Obligations itself, and reimburse the Owner for all resulting costs incurred by Owner in performing Contractor's Correction Period Obligations, including but not limited to correction, removal, replacement, and repair costs.
4. The Surety's liability is limited to the amount of this Warranty Bond. Renewal or continuation of the Warranty Bond will not modify such amount, unless expressly agreed to by Surety in writing.
5. The Surety shall have no liability under this Warranty Bond for obligations of the Contractor that are unrelated to the Construction Contract. No right of action will accrue on this Warranty Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
6. Any proceeding, legal or equitable, under this Warranty Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and must be instituted within two years after the Surety refuses or fails to perform its obligations under this Warranty Bond.
7. Written notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown in this Warranty Bond.
8. Definitions
 - 8.1. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page of this Warranty Bond, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 8.2. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
 - 8.3. *Correction Period Obligations*—The duties, responsibilities, commitments, and obligations of the Contractor with respect to correction or replacement of defective Work, as set forth in the Construction Contract's Correction Period clause, EJCDC® C-700, Standard General Conditions of the Construction Contract (2018), Paragraph 15.08, as duly modified.
 - 8.4. *Substantial Completion*—As defined in the Construction Contract.
 - 8.5. *Work*—As defined in the Construction Contract.
9. Modifications to this Bond are as follows: **[Describe modification or enter "None"]**

ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF Minnesota)

COUNTY OF Scott)

On this 17th day of July, in the year 2025, before me personally appeared Michael B. Pfeiffer,
President of
Northwest Asphalt, Inc., known to me to be
the person whose name is subscribed to the instrument, and acknowledge that he/she executed the same.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in
this certificate first above written.



Shauna Malecha
Shauna Malecha Notary Public
My Commission Expires: 1-31-2030

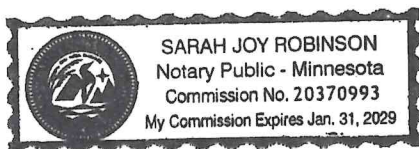
ACKNOWLEDGEMENT OF SURETY

STATE OF Minnesota)

COUNTY OF Hennepin)

On this 17th day of July, in the year 2025, before me personally come(s)
Colby White, Attorney-in-Fact of
Swiss Re Corporate Solutions America Insurance Corporation, with whom
I am personally acquainted, and who, being by me duly sworn, says that he/she is the Attorney-in-Fact of
Swiss Re Corporate Solutions America Insurance Corporation, the company described in and
which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the seal
affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of
said Company, and that he/she signed said instrument as Attorney-in-Fact of the said Company by like order.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in
this certificate first above written.



Sarah Joy Robinson
Sarah Joy Robinson, Notary Public
My Commission Expires: January 31, 2029

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

R.W. FRANK, JOSHUA R. LOFTIS, TINA L. DOMASK, ROSS S. SQUIRES, NICOLE STILLINGS, SANDRA M. ENGSTRUM,
BRIAN J. OESTREICH, TED JORGENSEN, MELINDA C. BLODGETT, R.C. BOWMAN, COLBY WHITE, NATHAN WEAVER, MICHELLE MORRISON,
JOSEPH CARDINAL, KRISTINE M. BECKS, RYAN-OLIVIA E. LUNDY, AND AUSTIN MUEHLSCHLEGEL JOINTLY OR SEVERALLY

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By David Satory, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gabriel Jacquez, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 15TH day of APRIL, 20 25

State of Illinois
County of Cook



Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 15TH day of APRIL, 20 25, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gabriel Jacquez, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

Karen M. Szveda
Karen M. Szveda, Notary

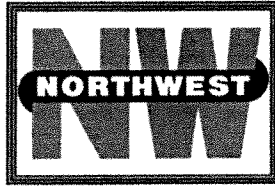
I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 17th day of July, 20 25



Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

1724-0453



NORTHWEST ASPHALT, INC

1451 Stagecoach Road * Shakopee, MN 55379
Phone 952-445-1003 * Fax 952-445-1056

Receipt and Waiver of Lien and Bond Claim Rights

The undersigned, SIR LINES-A-LOT acknowledges receipt of payment from Northwest Asphalt, Inc. or its subcontractor (if applicable) in the amount of \$ 29,984.20 as PARTIAL / FINAL payment for all labor, materials, equipment and services provided by the undersigned through the date hereof for the completion of project listed:

** 2024 JAMAICA AVE MILL & OVERLAY **

NWA JOB # 4218

To induce Northwest Asphalt, Inc. or its subcontractor to make this payment, the undersigned represents and warrants to Northwest Asphalt, Inc. and its subcontractor that the undersigned has fully paid any and all of its laborers, suppliers and subcontractors for labor, materials, equipment and services provided for the Project through the date hereof.

In consideration of this payment, the undersigned waives and forever releases (1) any mechanics' or other lien claims it has or may have against Northwest Asphalt, Inc., the Project owner or the property upon which the Project is located, and (2) any claim it has or may have against Northwest Asphalt, Inc. and Northwest Asphalt, Inc.'s surety under the labor and material payment bond, if any, provided by Northwest Asphalt, Inc. for the Project. If this is a partial payment only, this waiver release is effective only to the extent of the payment received.

DATED: 3/21/25

BY: _____

ITS: Gina Goehring, Project Accountant Lead

Failure to return this lien waiver may delay future payments.



NORTHWEST ASPHALT, INC

1451 Stagecoach Road * Shakopee, MN 55379

Phone 952-445-1003 * Fax 952-445-1056

Receipt and Waiver of Lien and Bond Claim Rights

The undersigned, VISU-SEWER LLC acknowledges receipt of payment from Northwest Asphalt, Inc. or its subcontractor (if applicable) in the amount of \$ 65265.00 ^{To Pay} as PARTIAL / FINAL payment for all labor, materials, equipment and services provided by the undersigned through the date hereof for the completion of project listed:

**** 2024 JAMAICA AVE MILL & OVERLAY ****

NWA JOB # 4218

To induce Northwest Asphalt, Inc. or its subcontractor to make this payment, the undersigned represents and warrants to Northwest Asphalt, Inc. and its subcontractor that the undersigned has fully paid any and all of its laborers, suppliers and subcontractors for labor, materials, equipment and services provided for the Project through the date hereof.

In consideration of this payment, the undersigned waives and forever releases (1) any mechanics' or other lien claims it has or may have against Northwest Asphalt, Inc., the Project owner or the property upon which the Project is located, and (2) any claim it has or may have against Northwest Asphalt, Inc. and Northwest Asphalt, Inc.'s surety under the labor and material payment bond, if any, provided by Northwest Asphalt, Inc. for the Project. If this is a partial payment only, this waiver release is effective only to the extent of the payment received.

DATED: 12-9-2024

BY: Shawn Nico

ITS: Division Manager

Failure to return this lien waiver may delay future payments.



NORTHWEST ASPHALT, INC

1451 Stagecoach Road * Shakopee, MN 55379
Phone 952-445-1003 * Fax 952-445-1056

Receipt and Waiver of Lien and Bond Claim Rights

The undersigned, WARNING LITES acknowledges receipt of payment from Northwest Asphalt, Inc. or its subcontractor (if applicable) in the amount of \$ 25598.00 ^{To Date} as PARTIAL / FINAL payment for all labor, materials, equipment and services provided by the undersigned through the date hereof for the completion of project listed:

** 2024 JAMAICA AVE MILL & OVERLAY **

NWA JOB # 4218

To induce Northwest Asphalt, Inc. or its subcontractor to make this payment, the undersigned represents and warrants to Northwest Asphalt, Inc. and its subcontractor that the undersigned has fully paid any and all of its laborers, suppliers and subcontractors for labor, materials, equipment and services provided for the Project through the date hereof.

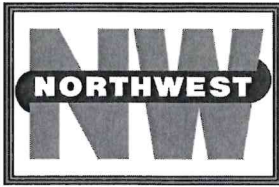
In consideration of this payment, the undersigned waives and forever releases (1) any mechanics' or other lien claims it has or may have against Northwest Asphalt, Inc., the Project owner or the property upon which the Project is located, and (2) any claim it has or may have against Northwest Asphalt, Inc. and Northwest Asphalt, Inc.'s surety under the labor and material payment bond, if any, provided by Northwest Asphalt, Inc. for the Project. If this is a partial payment only, this waiver release is effective only to the extent of the payment received.

DATED: 12-9-24

BY: [Signature]

ITS: Contract Administrator

Failure to return this lien waiver may delay future payments.



NORTHWEST ASPHALT, INC

1451 Stagecoach Road * Shakopee, MN 55379

Phone 952-445-1003 * Fax 952-445-1056

Receipt and Waiver of Lien and Bond Claim Rights

The undersigned, ALLSTATES PAVEMENT RECYCLING acknowledges receipt of payment from Northwest Asphalt, Inc. or its subcontractor (if applicable) in the amount of \$ 13941.60 ^{To Date} as PARTIAL / FINAL payment for all labor, materials, equipment and services provided by the undersigned through the date hereof for the completion of project listed:

**** 2024 JAMAICA AVE MILL & OVERLAY ****

NWA JOB # 4218

To induce Northwest Asphalt, Inc. or its subcontractor to make this payment, the undersigned represents and warrants to Northwest Asphalt, Inc. and its subcontractor that the undersigned has fully paid any and all of its laborers, suppliers and subcontractors for labor, materials, equipment and services provided for the Project through the date hereof.

In consideration of this payment, the undersigned waives and forever releases (1) any mechanics' or other lien claims it has or may have against Northwest Asphalt, Inc., the Project owner or the property upon which the Project is located, and (2) any claim it has or may have against Northwest Asphalt, Inc. and Northwest Asphalt, Inc.'s surety under the labor and material payment bond, if any, provided by Northwest Asphalt, Inc. for the Project. If this is a partial payment only, this waiver release is effective only to the extent of the payment received.

DATED: 12/10/24

BY: [Signature]

ITS: PM

Failure to return this lien waiver may delay future payments.



NORTHWEST ASPHALT, INC

1451 Stagecoach Road * Shakopee, MN 55379
Phone 952-445-1003 * Fax 952-445-1056

Receipt and Waiver of Lien and Bond Claim Rights

The undersigned, KILLMER ELECTRIC CO INC acknowledges receipt of payment from Northwest Asphalt, Inc. or its subcontractor (if applicable) in the amount of \$368,797.57 as ~~PARTIAL~~ FINAL payment for all labor, materials, equipment and services provided by the undersigned through the date hereof for the completion of project listed:

**** 2024 JAMAICA AVE MILL & OVERLAY ****

NWA JOB # 4218

To induce Northwest Asphalt, Inc. or its subcontractor to make this payment, the undersigned represents and warrants to Northwest Asphalt, Inc. and its subcontractor that the undersigned has fully paid any and all of its laborers, suppliers and subcontractors for labor, materials, equipment and services provided for the Project through the date hereof.

In consideration of this payment, the undersigned waives and forever releases
(1) any mechanics' or other lien claims it has or may have against Northwest Asphalt, Inc., the Project owner or the property upon which the Project is located, and
(2) any claim it has or may have against Northwest Asphalt, Inc. and Northwest Asphalt, Inc.'s surety under the labor and material payment bond, if any, provided by Northwest Asphalt, Inc. for the Project. If this is a partial payment only, this waiver release is effective only to the extent of the payment received.

DATED: 4/11/2025

BY: [Signature]

ITS: CFO

Failure to return this lien waiver may delay future payments.



NORTHWEST ASPHALT, INC

1451 Stagecoach Road * Shakopee, MN 55379
Phone 952-445-1003 * Fax 952-445-1056

Receipt and Waiver of Lien and Bond Claim Rights

The undersigned, EVERLAST REHAB LLC acknowledges receipt of payment from Northwest Asphalt, Inc. or its subcontractor (if applicable) in the amount of \$ 6068.50 as PARTIAL / FINAL payment for all labor, materials, equipment and services provided by the undersigned through the date hereof for the completion of project listed:

**** 2024 JAMAICA AVE MILL & OVERLAY ****

NWA JOB # 4218

To induce Northwest Asphalt, Inc. or its subcontractor to make this payment, the undersigned represents and warrants to Northwest Asphalt, Inc. and its subcontractor that the undersigned has fully paid any and all of its laborers, suppliers and subcontractors for labor, materials, equipment and services provided for the Project through the date hereof.

In consideration of this payment, the undersigned waives and forever releases (1) any mechanics' or other lien claims it has or may have against Northwest Asphalt, Inc., the Project owner or the property upon which the Project is located, and (2) any claim it has or may have against Northwest Asphalt, Inc. and Northwest Asphalt, Inc.'s surety under the labor and material payment bond, if any, provided by Northwest Asphalt, Inc. for the Project. If this is a partial payment only, this waiver release is effective only to the extent of the payment received.

DATED: 7/16/2025

BY: Cash Hickethier

ITS: Cash Hickethier

Failure to return this lien waiver may delay future payments.



City Council Action Request

7.R.

Meeting Date	8/6/2025				
Department	Parks and Recreation				
Agenda Category	Action Item				
Title	Oltman Park Playground				
Staff Recommendation	Authorize service agreement, subject to minor alterations by City Attorney, with Kompan, Inc. for playground construction at Oltman Park for the amount of \$149,112.16.				
Budget Implication	\$149,112.16 from park fund.				
Attachments	<table><tr><td>1.</td><td>Memo-Oltman Playground</td></tr><tr><td>2.</td><td>OLTMAN PARK - SIGNED (002)</td></tr></table>	1.	Memo-Oltman Playground	2.	OLTMAN PARK - SIGNED (002)
1.	Memo-Oltman Playground				
2.	OLTMAN PARK - SIGNED (002)				



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

From: Zac Dockter, Parks and Recreation Director

Date: July 18, 2025

Subject: Oltman Park Playground Service Agreement

Introduction/Background

With pending construction at Oltman Park, staff is prepared to order the playground for the intended installation fall of 2025 or spring 2026. Given the athletic nature of this park, staff is recommending a more interactive and physically challenging playground as proposed by Kompan (see images within the agreement exhibit).

This playground is an active circuit of obstacles made of natural timber that should challenge the youth visiting the park while also being a resource for middle school physical education. Further, it has core play features that will be attractive to young people looking for a more typical play experience.

This playground design was recommended for approval by the Parks, Recreation and Natural Resources Commission at its June 9, 2025, meeting.

Action Requested

Authorize service agreement, subject to minor alterations by City Attorney, with Kompan, Inc. for playground construction at Oltman Park for the amount of \$149,112.16.

AGREEMENT FOR SERVICES
Oltman Park Playground

THIS AGREEMENT ("Agreement") is made and executed this 6th day of August, 2025, by and between the City of Cottage Grove, 12800 Ravine Parkway South, Cottage Grove, Minnesota 55016, ("City") and Kompan, Inc., 605 W. Howard Lane, Ste. 101, Austin, Texas 78753 ("Contractor").

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

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

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

1. **SERVICES.**

- a. City agrees to engage Contractor as an independent contractor for the purpose of performing certain Services ("Services"), as defined in the following documents:
 - i. A proposal dated 6/30/25, incorporated herein as Exhibit A.
 - ii. Where the terms and conditions of this Agreement and those terms and conditions included in Exhibit A specifically conflict, the terms of this Agreement shall apply.
- b. Contractor covenants and agrees to provide the Services to the satisfaction of the City in a timely fashion, as set forth in Exhibit A, subject to Section 8 of this Agreement.
- c. Contractor agrees to comply with all federal, state, and local laws and ordinances applicable to the Services to be performed under this Agreement, including all safety standards. Contractor shall be solely and completely responsible for conditions of the job site, including the safety of all persons and property during the performance of the Services. Contractor represents and warrants that it has the requisite training, skills, and experience necessary to provide the Services and is appropriately licensed and has obtained all permits from all applicable agencies and governmental entities.

2. **PAYMENT.**

- a. City agrees to pay Contractor \$149,112.16, and Contractor agrees to receive and accept payment for those Services described in Exhibit A.
- b. Any changes in the scope of the work of the Services that may result in an increase

to the compensation due the Contractor shall require prior written approval by the authorized representative of the City or by the City Council. The City will not pay additional compensation for Services that do not have prior written authorization.

- c. Contractor shall submit itemized bills for Services provided to City pursuant to this Agreement. Contractor shall bill the City fifty percent (50%) of the total project cost as stated in Section 2(a) above, within thirty (30) days of delivery of all the equipment outlined in Exhibit A. The remaining fifty percent (50%) of the total project cost due to Contractor shall be billed to the City upon completion of the Services. Bills submitted shall be paid in the same manner as other claims made to City.
 - d. Prior to payment, the Contractor will submit evidence that all payrolls, material bills, subcontractors and other indebtedness connected with the Services have been paid as required by the City.
3. TERM. The Services identified in Exhibit A must be completed by Contractor on or before May 31, 2026. This Agreement shall terminate on June 1, 2026, but may be extended upon the written mutual consent of the parties for such additional periods as they deem appropriate, and upon the same terms and conditions as herein stated.
4. TERMINATION AND REMEDIES.
- a. Termination by Either Party. This Agreement may be terminated by either party upon thirty (30) days' written notice delivered to the other party at the addresses listed in Section 14 of this Agreement. Upon termination under this provision, if there is no default by the Contractor, Contractor shall be paid for Services rendered and reimbursable expenses incurred through the effective date of termination.
 - b. Termination Due to Default. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure that is acceptable to the other party.
 - c. Remedies. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Agreement by the Contractor. The City may, in such event:
 - i. Withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City is determined.
 - ii. Perform the Services, in which case, the Contractor shall within thirty (30) days after written billing by the City, reimburse the City for any costs and expenses incurred by the City.

The rights or remedies provided for herein shall not limit the City, in case of any

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

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

11. INDEMNIFICATION.

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

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

- a. Commercial General Liability Insurance, with a limit of \$2,000,000 for any number of claims arising out of a single occurrence.
- b. Workers' Compensation Insurance in accordance with Minnesota statutory requirements.
- c. Automobile Liability Insurance, with a combined single limit of \$2,000,000.

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

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

14. 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: City Administrator

Or emailed: zdockter@cottagegrovemn.gov

If to Contractor: Kompan, Inc.
605 W. Howard Ln., Ste. 101
Austin, TX 75753
Attention: Shannon Clochie

Or emailed: shaclo@kompan.com

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

16. RESPONSIBLE CONTRACTOR.

- a. In accordance with Minnesota Statutes, Section 16C.285, Contractor is hereby advised that the City cannot award a construction contract in excess of \$50,000 unless Contractor is a "responsible contractor" as defined in Minnesota Statutes, Section 16C.285, subdivision 3. Contractor must complete a Responsible Contractor Certificate verifying compliance with the minimum criteria specified in Minnesota Statutes, Section 16C.285, subdivision 3, to be eligible to provide the Services outlined in this Agreement. A Responsible Contractor Certificate must be signed under oath by an owner or officer of Contractor. Contractor is responsible for obtaining the required verifications of compliance with Minnesota Statute, Section 16C.285, subdivision 3 from all subcontractors, using a form provided by the City. Contractor must submit signed verifications from subcontractors upon the City's request.
- b. Contractor or subcontractor who does not meet the minimum criteria established in Minnesota Statutes, Section 16C.285, subdivision 3, or who fails to verify compliance with the minimum requirements of this statute, will not be considered a "responsible contractor" and will be ineligible to provide the Services under this Agreement or otherwise work on the project in any capacity. Contractor and any subcontractor are advised that making any false statements verifying compliance with Minnesota Statutes, Section 16C.285 will render the Contractor or subcontractor ineligible to perform the Services of this Agreement and may result in termination of this Agreement by the City.
- c. Contractor shall not sublet, sell, transfer, delegate or assign the Services or any portion of the Services of this Agreement without abiding by the applicable provisions of the Minnesota Department of Transportation Standard Specifications for Construction, Section 1801.

17. GENERAL PROVISIONS.

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

- b. Waiver. A waiver by either City or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
- c. Nondiscrimination. Contractor agrees that in the hiring of employees to perform Services under this Agreement, Contractor shall not discriminate against any person by reason of any characteristic protected by state or federal law.
- d. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota and any action must be venued in Washington County District Court.
- e. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both parties.
- f. Severability. If any term of this Agreement is found be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
- g. Data Practices Compliance. All data collected by the City pursuant to this Agreement shall be subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.
- h. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

[The remainder of this page is intentionally left blank]

CITY OF COTTAGE GROVE

By: _____
Myron A. Bailey, Mayor

By: _____
Tamara Anderson, City Clerk

Date: _____

CONTRACTOR

Signature: 

Name: Eric Lewis

Its: Treasurer

Date: 7/23/2025

Sales Proposal

City of Cottage Grove
Zac Dockter
12800 Ravine Parkway South
Cottage Grove, MN 55016

Quote No. SP154169-1
Customer No. C130906
Document Date 06/30/2025
Expiration Date 08/29/2025

Sales Representative Shannon Clochie
Email ShaClo@Kompan.com

Project Name US325254 Oltman Park Playground

No.	Description	Qty Unit	Unit Price	Discount %	Net Price
OMNIA Partners Contract #2017001135					
Equipment					
<u>NRO857-1003</u>	 Parkour 5 - Untreated In-ground 100cm Total CO ₂ Emission 1,220.6 LB (1,220.6 LB/Pieces)	1 Pieces	24,600.00	15.00	20,910.00
<u>NRO810-1001</u>	 Wobble Bridge - Untreated In-ground 100cm Total CO ₂ Emission 226.1 LB (226.1 LB/Pieces)	1 Pieces	5,520.00	15.00	4,692.00
<u>NRO889-0601</u>	 Triple Balance Beam - Untreated In-ground 60cm Total CO ₂ Emission 59.2 LB (59.2 LB/Pieces)	1 Pieces	2,260.00	15.00	1,921.00
<u>NRO816-1001</u>	 Six-Sided Climbing Structure - Untreated In-ground 100cm Total CO ₂ Emission 1,197.3 LB (1,197.3 LB/Pieces)	1 Pieces	17,100.00	15.00	14,535.00
<u>NRO924-CUSTOM</u>	 Swing Frame, 4 seats - Variant 20386968	1 Pieces	10,750.00	15.00	9,137.50
FREIGHT	Freight	1 Pieces	4,231.55		4,231.55
INSTALL SPECIAL	Installation of Kompan Equipment	1 Pieces	51,500.00	5.00	48,925.00
US ROBINIA SERVICE	Robinia Service Program included in sales price				
Sitework/Surfacing					

Sales Proposal

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Cottage Grove, MN 55016

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Email ShaClo@Kompan.com

Project Name US325254 Oltman Park Playground

No.	Description	Qty	Unit	Unit Price	Discount %	Net Price
US- CONCRETECURBIN G	Concrete Ribbon Curbing (280 LF) 6x6	293	Feet	90.48	5.00	25,185.11
US-EWF-CUSTOM	Provide/Install 5737 SF of EWF/FF 12" Compacted	250	Cubic Yard	87.00	10.00	19,575.00

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No.	Description	Qty	Unit	Unit Price	Discount %	Net Price
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Notes

Please read attached General Assumptions and Exclusion document for information on Install/Sitework.

Excludes sitework, products, & services not listed.

Assumes site to be accessible & install ready.

Please allow 14-16 weeks for product delivery upon order placement.

Equipment is as per "Oltman Middle School" Site Plan version "K1.0" - dated 6/4/2025

Installation Site Address: All equipment shall be delivered to Oltman Middle School, 6625 Goodview Ave. S., Cottage Grove, MN 55016, and installed as described in this Exhibit A.

Description	Qty	Retail Price	Discount	Net Price
No. of Products	5			
Subtotal - Products		60,230.00	9,034.50	51,195.50
Subtotal - Sitework		26,510.64	1,325.53	25,185.11
Subtotal - Surfacing		21,750.00	2,175.00	19,575.00
Subtotal - Installation		51,500.00	2,575.00	48,925.00
Subtotal - Freight		4,231.55		4,231.55
Total USD				149,112.16

Note that the color and texture of products and surfacing made with recycled content are subjected by the differences from the used recycled raw materials. Therefore, minor differences in the appearance and texture can occur.

Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability. Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within this Master Agreement, which is hereby acknowledged.

Acceptance of this proposal from KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative. Prices in this quotation are good until expiration date, shown in the top of this document. After that date, this proposal may be withdrawn. Prevailing Wage and Payment & Performance Bonds are not included unless stated in body of Sales Proposal. If Payment & Performance Bonds are needed, add 2.2% of the entire sales proposal.

This information required for order placement:

Accepted By (Please Print): _____

Accepted By (Title): _____

Accepted By (signature): _____

Date: _____

Date Equipment needed on site: _____

Bill To: _____

Ship To: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

Contact: _____

Contact: _____

Contact Email: _____

Contact Email: _____

Contact Phone (Office): _____

Contact Phone (Office): _____

Contact Phone (Cell): _____

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

General Assumptions

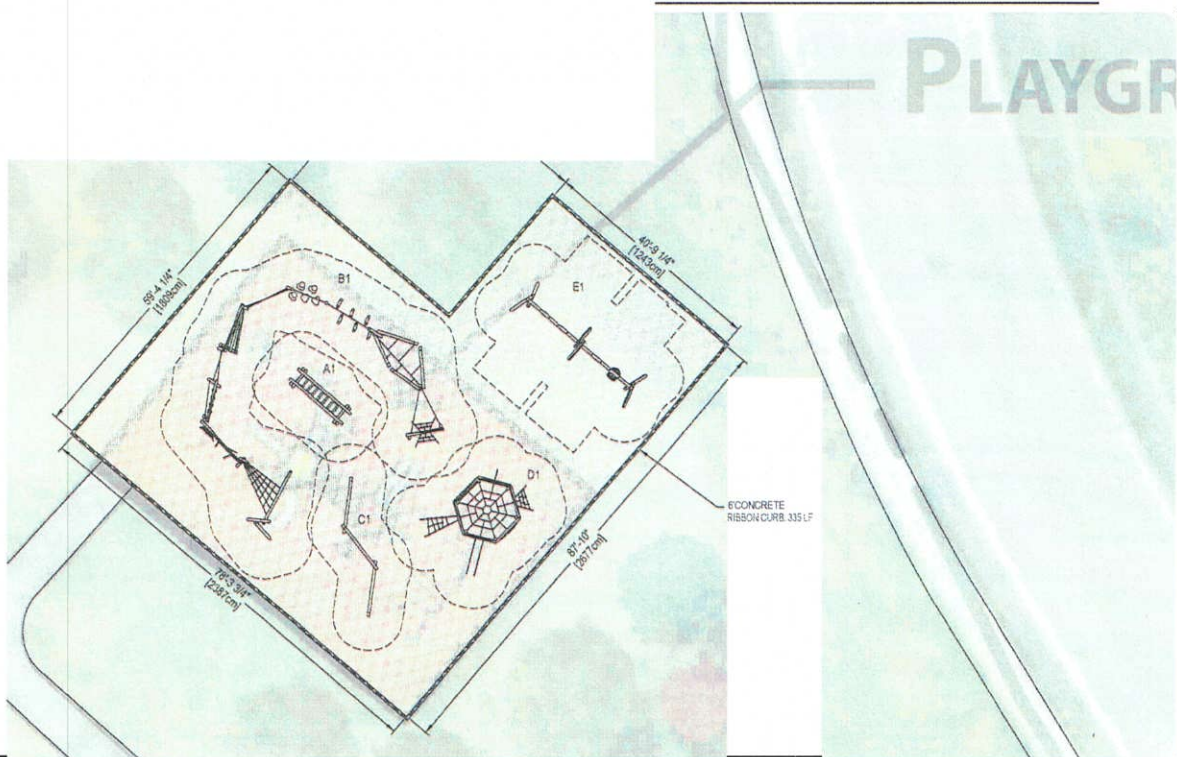
- Pricing is based on all equipment being direct delivery to the project address identified in KOMPANs Sales Proposal (SP).
- Placement of order into fabrication is contingent with deposit being received by KOMPAN as agreed to during the pricing phase.
- If cost proposal is to be considered as Tax-Exempt a current tax exemption form must be provided or on file at KOMPAN main office.
- Customer shall provide a lay down area for deliveries of materials within proximity of final installation site. Site access must be clear and unobstructed with at least ten (10') foot wide access to allow delivery of materials. Any size restrictions contributing to additional handling or downsizing of deliver trucks shall be addressed as a change of conditions and will be invoiced as additional costs to the customer.
- Installation site must be level to no more than one (1") inch in then (10') feet slope or change in elevation over the full length and width of the playground area.
- Price assumes NO overhead obstructions within thirteen feet, six inches (13'-6") or lower and NO underground utilities or obstructions within the playground footprint.
- Soils are to be suitable for the installation of all playground equipment and surfacing and compacted to 95% compaction prior to installation crews arriving on-site.
- All underground utilities, boulders, rock ledge or other obstructions not visible without subsurface investigation shall be considered "unforeseen conditions", all costs shall be invoiced to the customer as a change order to the contract.
- All spoils generated during the excavation of footings shall be disposed of on site at no cost to KOMPAN.
- Customer to provide at no additional costs a 120 V (15 amp) power source and standard hose bib connection for water supply within one hundred (100') feet from work site.
- Customer shall have removed all existing equipment or obstacles from playground area prior to the arrival of the installation crews.
- Time is of the essence in the installation of all materials delivered to project site. KOMPAN shall have delivered all equipment and materials as scheduled to project site. If delays to the installation schedule accrue outside KOMPANs control equipment shall be delivered to project site as scheduled and equipment and materials invoiced at the time of delivery. Unless additional storage arrangements are made in writing between Customer and KOMPAN, additional costs may apply. Unloading of equipment and materials shall be performed by the installation crews at the time of installation. If site is not ready for installation by cause outside of KOMPAN, it will be the responsibility of the Customer to off load and store equipment and materials at the project site. KOMPAN shall not be held liable for offloading costs, storage fees or equipment damage.

- If site requires installation of a drainage system within the proposed playground area, playground equipment footing shall be installed prior to the installation of the drainage system and playground footing locations shall take precedence over drainage system requirements.
- Site layout and dimensions shall be based of KOMPAN's 2D drawing or CAD drawings. Customer to provide site "benchmark" to be used for layout and final elevation calculations.
- Unless otherwise noted on KOMPAN's SP, proposal assumes that there are no Prevailing Wages requirement on the project. *City requires compliance with MN DNR Outdoor Recreation grant rules which may include prevailing wage.*
- Any additional costs which maybe incurred during installation shall be negotiated between Customer and KOMPAN in writing prior to the start of additional work. If written approval is not received during the time the installation crews are on-site, additional mobilization costs will apply.

Exclusions (Unless Explicitly Stated in KOMPAN Sales Proposal)

- Stamped engineered drawings/calculations or costs to secure permits are not included, if required these costs will be added as a change order payable to Kompan.
- Demolition and off-site disposal of any existing equipment or site amenities.
- Any sitework, including but not limited to grading, excavation outside playground equipment footing and soils compaction and testing.
- Concrete work outside of play equipment footing requirements.
- Relocation of any existing equipment.
- Any required drainage system for playground area.
- Third party testing of materials and playground installation.
- Site landscaping or trimming of vegetation encroaching within the play equipment and safety zones.
- Play area surfacing and base materials if not noted in KOMPAN proposal. *Provision of engineered wood fiber surfacing is included in this proposal.*
- Installation of Poured in Place surfacing does not include the use of aliphatic binder, solid or custom colors.
- Site security during Poured in Place surfacing cure time and any vandalism which may accrue during surfacing cure time.
- Borders for play area surfacing containment. *Provision of concrete border ribbon curbing is included with this proposal.*
- Any required retaining walls for proposed play area.
- Site storage for equipment.
- Site safety fencing beyond standard four (4') foot orange construction fencing.
- Utilities site location services and/or relocation of any underground utilities.
- On site dumpster for disposal of shipping containers and general construction debris.

ADA ACCESSIBLE PATH TO SITE IS REQUIRED PER
2010 ADA STANDARDS (SECTION 208)



IP Address	Protocol Name	Size (KB)	Time (s)
192.168.1.100	HTTP	50	0.01
192.168.1.101	FTP	100	0.02
192.168.1.102	VNC	200	0.03
192.168.1.103	VNC	300	0.04
192.168.1.104	Telnet	400	0.05
192.168.1.105	Telnet	500	0.06
192.168.1.106	Telnet	600	0.07
192.168.1.107	Telnet	700	0.08
192.168.1.108	Telnet	800	0.09
192.168.1.109	Telnet	900	0.10
192.168.1.110	Telnet	1000	0.11
192.168.1.111	Telnet	1100	0.12
192.168.1.112	Telnet	1200	0.13
192.168.1.113	Telnet	1300	0.14
192.168.1.114	Telnet	1400	0.15
192.168.1.115	Telnet	1500	0.16
192.168.1.116	Telnet	1600	0.17
192.168.1.117	Telnet	1700	0.18
192.168.1.118	Telnet	1800	0.19
192.168.1.119	Telnet	1900	0.20
192.168.1.120	Telnet	2000	0.21
192.168.1.121	Telnet	2100	0.22
192.168.1.122	Telnet	2200	0.23
192.168.1.123	Telnet	2300	0.24
192.168.1.124	Telnet	2400	0.25
192.168.1.125	Telnet	2500	0.26
192.168.1.126	Telnet	2600	0.27
192.168.1.127	Telnet	2700	0.28
192.168.1.128	Telnet	2800	0.29
192.168.1.129	Telnet	2900	0.30
192.168.1.130	Telnet	3000	0.31
192.168.1.131	Telnet	3100	0.32
192.168.1.132	Telnet	3200	0.33
192.168.1.133	Telnet	3300	0.34
192.168.1.134	Telnet	3400	0.35
192.168.1.135	Telnet	3500	0.36
192.168.1.136	Telnet	3600	0.37
192.168.1.137	Telnet	3700	0.38
192.168.1.138	Telnet	3800	0.39
192.168.1.139	Telnet	3900	0.40
192.168.1.140	Telnet	4000	0.41
192.168.1.141	Telnet	4100	0.42
192.168.1.142	Telnet	4200	0.43
192.168.1.143	Telnet	4300	0.44
192.168.1.144	Telnet	4400	0.45
192.168.1.145	Telnet	4500	0.46
192.168.1.146	Telnet	4600	0.47
192.168.1.147	Telnet	4700	0.48
192.168.1.148	Telnet	4800	0.49
192.168.1.149	Telnet	4900	0.50
192.168.1.150	Telnet	5000	0.51
192.168.1.151	Telnet	5100	0.52
192.168.1.152	Telnet	5200	0.53
192.168.1.153	Telnet	5300	0.54
192.168.1.154	Telnet	5400	0.55
192.168.1.155	Telnet	5500	0.56
192.168.1.156	Telnet	5600	0.57
192.168.1.157	Telnet	5700	0.58
192.168.1.158	Telnet	5800	0.59
192.168.1.159	Telnet	5900	0.60
192.168.1.160	Telnet	6000	0.61
192.168.1.161	Telnet	6100	0.62
192.168.1.162	Telnet	6200	0.63
192.168.1.163	Telnet	6300	0.64
192.168.1.164	Telnet	6400	0.65
192.168.1.165	Telnet	6500	0.66
192.168.1.166	Telnet	6600	0.67
192.168.1.167	Telnet	6700	0.68
192.168.1.168	Telnet	6800	0.69
192.168.1.169	Telnet	6900	0.70
192.168.1.170	Telnet	7000	0.71
192.168.1.171	Telnet	7100	0.72
192.168.1.172	Telnet	7200	0.73
192.168.1.173	Telnet	7300	0.74
192.168.1.174	Telnet	7400	0.75
192.168.1.175	Telnet	7500	0.76
192.168.1.176	Telnet	7600	0.77
192.168.1.177	Telnet	7700	0.78
192.168.1.178	Telnet	7800	0.79
192.168.1.179	Telnet	7900	0.80
192.168.1.180	Telnet	8000	0.81
192.168.1.181	Telnet	8100	0.82
192.168.1.182	Telnet	8200	0.83
192.168.1.183	Telnet	8300	0.84
192.168.1.184	Telnet	8400	0.85
192.168.1.185	Telnet	8500	0.86
192.168.1.186	Telnet	8600	0.87
192.168.1.187	Telnet	8700	0.88
192.168.1.188	Telnet	8800	0.89
192.168.1.189	Telnet	8900	0.90
192.168.1.190	Telnet	9000	0.91
192.168.1.191	Telnet	9100	0.92
192.168.1.192	Telnet	9200	0.93
192.168.1.193	Telnet	9300	0.94
192.168.1.194	Telnet	9400	0.95
192.168.1.195	Telnet	9500	0.96
192.168.1.196	Telnet	9600	0.97
192.168.1.197	Telnet	9700	0.98
192.168.1.198	Telnet	9800	0.99
192.168.1.199	Telnet	9900	1.00

— EWF AREA: 5,610 SF
— PERIMETER: 333 LF

6625 Goodview Ave. S
Cottage Grove, MN 55016
Site Plan - Age Group 5-12



KOMPAN1
Let's play

REVIEW BY	DRAWN BY	DATE
DESIGN	ANDAM	06/04/2025
REV. NO.	REV. BY	REV. DATE
1	JimSch	7/2/2025



KOMPAN
Let's play



KOMPAN
Let's play



KOMPAN
Let's play

Olthman Park Playground



City Council Action Request

7.S.

Meeting Date	8/6/2025						
Department	Parks and Recreation						
Agenda Category	Action Item						
Title	Oltman Park Picnic Shelter and Installation						
Staff Recommendation	Approve purchase order to St. Croix Recreation for picnic shelter located at Oltman Park for the amount of \$37,363.60 and approve service agreement with Mike Basich Inc., for the installation of picnic shelter at Oltman Park for the amount of \$32,864.						
Budget Implication	\$70,227.60 for the shelter and installation from Park Trust Fund.						
Attachments	<table><tr><td>1.</td><td>Memo - Oltman Shelter Purchase 2025</td></tr><tr><td>2.</td><td>Resolution_2025_OltmanShelter</td></tr><tr><td>3.</td><td>SIGNED MBINC_Oltman Park Shelter Installation Service Agreement wExhibit (Michael Basich Inc.) Cottage Grove (002)</td></tr></table>	1.	Memo - Oltman Shelter Purchase 2025	2.	Resolution_2025_OltmanShelter	3.	SIGNED MBINC_Oltman Park Shelter Installation Service Agreement wExhibit (Michael Basich Inc.) Cottage Grove (002)
1.	Memo - Oltman Shelter Purchase 2025						
2.	Resolution_2025_OltmanShelter						
3.	SIGNED MBINC_Oltman Park Shelter Installation Service Agreement wExhibit (Michael Basich Inc.) Cottage Grove (002)						



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

From: Gavin Hochstetler, Management Analyst

CC: Zac Dockter, Parks and Recreation Director

Date: August 6, 2025

Subject: Oltman Park Picnic Shelter and Installation

Introduction/Background

The 2025-2029 Capital Improvements Plan includes the purchase and installation of 20'x40' steel picnic shelters at Oltman Park in 2025. The funding source for this project is the Park Trust Fund.

To secure pricing and address long product lead times (14-16 weeks), staff recently solicited quotes. The results of those quotes fully installed are as follows:

Vendor	Product	Cost
St Croix Recreation	Coverworx	\$70,227.60
Flagship Recreation	Icon Shelters	\$120,657.57

Staff recommends proceeding with low quote from St Croix Recreation for the Coverworx shelters. Coverworx shelters have been installed most recently at West Draw Park and Grey Cloud Elementary Park in Cottage Grove and has met staff expectations. St Croix Recreation/Coverworx contracts installation work to Mike Basich Inc., who successfully installed the aforementioned shelters. As such, staff is recommending a purchase order to procure the product and a service agreement for installation.

Staff Recommendation

1. Approve purchase order to St. Croix Recreation for picnic shelter located at Oltman Park for the amount of \$37,363.60
2. Approve service agreement with Mike Basich Inc., for the installation of picnic shelter at Oltman Park for the amount of \$32,864

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2025-105

**RESOLUTION AWARDING THE PURCHASE OF PICNIC SHELTER FOR OLTMAN
PARK TO ST. CROIX RECREATION IN THE AMOUNT OF \$37,363.60 AND
INSTALLATION OF THE SHELTERS TO MICHAEL BASICH INC. IN THE AMOUNT
OF \$32,864**

WHEREAS, quotes were requested to purchase a picnic shelter and the necessary work for the installation for Oltman Park; and

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

WHEREAS, two firms submitted quotes; and

WHEREAS, St. Croix Recreation provided the lowest responsible quote including installation by Michael Basich; and

WHEREAS, it is the recommendation of the Parks Director that the quote be awarded to St. Croix Recreation with installation completed by Michael Basich Inc.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, that the purchase of picnic shelters be awarded to St. Croix Recreation in the amount of \$37,363.60 along with installation by Michael Basich Inc. for \$32,864.

Passed this 6th day of August 2025.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

AGREEMENT FOR SERVICES
Oltman Park Shelter Installation

THIS AGREEMENT ("Agreement") is made and executed this 6th day of August 2025, by and between the City of Cottage Grove, 12800 Ravine Parkway South, Cottage Grove, Minnesota 55016, ("City") and Michael Basich Inc., 1761 Third Steet, White Bear Lake, Minnesota 55110 ("Contractor").

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

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

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

1. SERVICES.

- a. City agrees to engage Contractor as an independent contractor for the purpose of performing certain Services ("Services"), as defined in the following documents:
 - i. A proposal dated June 23, 2025, incorporated herein as Exhibit A.
 - ii. Where the terms and conditions of this Agreement and those terms and conditions included in Exhibit A specifically conflict, the terms of this Agreement shall apply.
 - iii. Contractor shall install one shelter as outlined in Exhibit A at the following location: Oltman Park, 6201 66th Street South, Cottage Grove, MN 55016. Contractor shall confirm with the City the exact location of the shelter identified under this section before beginning any Services under this Agreement.
- b. Contractor covenants and agrees to provide the Services to the satisfaction of the City in a timely fashion, as set forth in Exhibit A, subject to Section 8 of this Agreement.
- c. Contractor agrees to comply with all federal, state, and local laws and ordinances applicable to the Services to be performed under this Agreement, including all safety standards. Contractor shall be solely and completely responsible for conditions of the job site, including the safety of all persons and property during the performance of the Services. Contractor represents and warrants that it has the requisite training, skills, and experience necessary to provide the Services and is appropriately licensed and has obtained all permits from all applicable agencies and governmental entities.

2. PAYMENT.

- a. City agrees to pay Contractor, and Contractor agrees to receive and accept payment for the Services as set forth in Exhibit A.
 - b. Any changes in the scope of the work of the Services that may result in an increase to the compensation due the Contractor shall require prior written approval by the authorized representative of the City or by the City Council. The City will not pay additional compensation for Services that do not have prior written authorization.
 - c. Contractor shall submit itemized bills for Services provided to City on a monthly basis. Bills submitted shall be paid in the same manner as other claims made to City.
 - d. Prior to payment, the Contractor will submit evidence that all payrolls, material bills, subcontractors and other indebtedness connected with the Services have been paid as required by the City.
3. TERM. This Agreement shall terminate on September 30, 2026, or upon successful completion of the Services as outlined in Exhibit A as determined by the City, whichever occurs first. This Agreement may be extended upon the written mutual consent of the parties for such additional periods as they deem appropriate, and upon the same terms and conditions as herein stated.

4. TERMINATION AND REMEDIES.

- a. Termination by Either Party. This Agreement may be terminated by either party upon thirty (30) days' written notice delivered to the other party at the addresses listed in Section 14 of this Agreement. Upon termination under this provision, if there is no default by the Contractor, Contractor shall be paid for Services rendered and reimbursable expenses incurred through the effective date of termination.
- b. Termination Due to Default. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure that is acceptable to the other party.
- c. Remedies. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Agreement by the Contractor. The City may, in such event:
 - i. Withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City is determined.

- ii. Perform the Services, in which case, the Contractor shall within thirty (30) days after written billing by the City, reimburse the City for any costs and expenses incurred by the City.

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

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

10. PROJECT MANAGER AND STAFFING. The Contractor has designated Michael Basich to be the primary contact for the City in the performance of the Services. He shall be assisted by other staff members as necessary to facilitate the completion of the Services in accordance with the terms established herein. Contractor may not remove or replace the designated staff without the approval of the City.

11. INDEMNIFICATION.

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

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

- a. Commercial General Liability Insurance, with a limit of \$2,000,000 for any number of claims arising out of a single occurrence.
- b. Workers' Compensation Insurance in accordance with statutory requirements.
- c. Automobile Liability Insurance, with a combined single limit of \$2,000,000.

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

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

14. 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: Gavin Hochstetler

Or emailed: ghochstetler@cottagegrovemn.gov

If to Contractor: Michael Basich Inc.
1761 Third Street
White Bear Lake, MN 55110
Attention: Michael Basich

Or emailed: mb@stcroixrec.com

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

16. GENERAL PROVISIONS.

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

parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

[The remainder of this page is intentionally left blank]

CITY OF COTTAGE GROVE

By: _____
Myron A. Bailey, Mayor

By: _____
Tamara Anderson, City Clerk

Date: _____

CONTRACTOR

Signature: Mike Basich

Name: Michael Basich, Inc.

Its: President

Date: 7/30/2025

EXHIBIT A

St. Croix Recreation Fun Playgrounds INC.
1826 Tower Dr W
Stillwater, MN 55082-7597 USA
6514301247
hannah@stcroixrec.com



Estimate

ESTIMATE # 7758

DATE 06/23/2025

EXPIRATION DATE 07/07/2025

ADDRESS

City of Cottage Grove
Accounts Payable
12800 Ravine Parkway Sout
Cottage Grove, MN 55016

SHIP TO

City of Cottage Grove
Attn: Gavin Hochstetler
8635 W Point Douglas Rd
Cottage Grove, MN 55016
651-458-2853

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

SHIP VIA

Truckload

SALES REP

MIKE BASICH

ACTIVITY	QTY	RATE	AMOUNT
Oltman Park Shelter Project:			
CW HP-2040-SW	1	34,660.00	34,660.00
STEELWORX HIP SHELTER, 20' X 40' W/7'6" EAVE HEIGHT, W/4:12 ROOF PITCH, W/POLYESTER POWDER COATED FRAMEWORK W/24 GA MULTI-RIB PRECUT METAL ROOFING; LED VANDAL RESISTANT FIXTURE, CUT-OUTS FOR ELECTRICAL ACCOMMODATION - Colors Forest Green Roof & Black Frame			
STATE CONTRACT	34,660	-0.04	-1,386.40
STATE CONTRACT #218090			
SEALS	1	1,250.00	1,250.00
MN ENGINEERED SEALS: ONE ENGINEERING PACKAGE ONLY REQUIRED.			
Lead time			
Lead time estimate 14-16 weeks; ship date based on inventory at time of order.			
Freight	1	2,840.00	2,840.00
Freight quotes currently only valid for 15 days. Quote based on information currently listed on estimate. Modifications to delivery address, contact or offloading capability must be made prior to order. If made after order is placed, surcharges may apply.			
INSTALLATION			
Installation to include (6) Excavated and poured Footing piers, Materials Handling, Steel Erection, Roofing and Trim and Finished slab measuring 24'x46' to allow for 2' slab extension on all sides beyond dripline of shelter. Not included: Site preparation or restoration, soils corrections or fill, building permits, inspection fees. Building permit(s) and fees will be invoiced at cost. All installation costs will be billed directly by the installer and are not part of this estimate. ADD: \$32,864			

MATERIAL ITEMS AS QUOTED ARE GOOD FOR 30 DAYS. FREIGHT QUOTES ARE GOOD FOR 15 DUE TO FUEL UNCERTAINTIES.
SALES TAX SUBJECT TO CHANGE. ADD IF NOT TAX EXEMPT OR SUPPLY EXEMPTION CERTIFICATE IF NOT ON FILE.
PAYMENT TERMS ARE NET 30 DAYS UNLESS OTHERWISE NOTED.

SUBTOTAL	37,363.60
TAX (0%)	0.00
TOTAL	\$37,363.60

By signing estimate or authorizing by email or PO, purchaser is agreeing to billing terms as listed on the estimate. Order to include model number(s), quantity and color(s) above including any supplemental documents provided and/or requested. Please verify all content for accuracy. **Those purchasing off of the MN State Contract are bound only by the terms and conditions listed in said contract**

FAILURE TO PAY IN A TIMELY MANNER WILL BE SUBJECT TO
INTEREST AT A RATE OF 1.5%/MONTH OR 18% ANNUALLY.

*LEAD TIMES AND SHIPPING DATES ARE BASED ON CURRENT
INVENTORY. PLEASE BE PATIENT AS OUR VENDORS NAVIGATE
SUPPLY CHAINS & NATIONAL SHORTAGES.

**FOR BIDDING CONTRACTORS & SUPPLIERS: ST CROIX
RECREATION IS NOT LIABLE FOR INTERPRETATION OF PROJECT
BIDS, DRAWINGS OR ADDENDA. IT IS THE CUSTOMER'S
RESPONSIBILITY TO VERIFY ACCURACY OF MODEL NUMBER(S),
DESCRIPTION(S), QUANTITY AND COLOR(S) DIRECTLY WITH END
USER

Accepted By

Accepted Date

By signing estimate or authorizing by email or PO, purchaser is agreeing to billing terms as listed on the estimate. Order to include model number(s), quantity and color(s) above including any supplemental documents provided and/or requested. Please verify all content for accuracy. **Those purchasing off of the MN State Contract are bound only by the terms and conditions listed in said contract**



City Council Action Request

7.T.

Meeting Date 8/6/2025

Department Community Development

Agenda Category Action Item

Title Almar Village – Parking Lot Setback and Impervious Surface Coverage Variances

Staff Recommendation Adopt Resolution 2025-106 approving the variances to allow the construction of additional parking two feet from the east property line and to increase the impervious surface coverage of the site at 7155 Jorgensen Lane South.

Budget Implication N/A

Attachments

1.	Almar Village Variances CC Memo
2.	Almar Village Variances Response to Ordinance Criteria
3.	Almar Village Variances Resolution
4.	Almar Village Variances Resolution No. 2016-067

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

FROM: Samantha Pierret, Senior Planner

DATE: July 30, 2025

RE: Almar Village – Parking Lot Setback and Impervious Surface Coverage Variances

Proposal

Curt Hoffman, on behalf of Almar Village, LLC, (Applicant/Property Owner) has applied for a variance to allow an expansion of the existing parking lot to within two feet of the east property line and to increase the impervious surface coverage of the parcel beyond the maximum 70 per cent impervious surface coverage allowed in the B-1, Limited Business District.



Site Location Map

Review Schedule

Application Received: June 30, 2025

Application Accepted: July 1, 2025

Planning Commission Meeting: July 28, 2025

City Council Meeting: August 6, 2025

60-Day Review Deadline: August 30, 2025

Background

The Applicant has proposed to lease two spaces in the existing multi-tenant building for a Mexican restaurant (Mi Pueblo). When a new use is proposed within an existing development, the existing parking area must be able to accommodate the required parking or parking must be added to accommodate the new use.

In 2016, Carbone's expanded into an adjacent tenant space. A conditional use permit amendment and variance were approved at the time to allow the expansion of the space and the expansion of the parking lot by 19 spaces to within two feet of the east property line along Keats Avenue (Resolution 2016-067). A condition of approval was that the parking lot expansion must be installed after one year if parking was identified as a negative issue to the operation of the site. The parking area was not expanded within one year therefore, the 2016 variance approval is void.

With the addition of another restaurant in the development and existing parking patterns, the parking lot must be expanded to accommodate additional vehicles. The Applicant has proposed to expand the parking lot by the same number of spaces (19 spaces) in the same location proposed in 2016 at a two-foot setback from the east property line.



19 Additional Parking Spaces

Planning Considerations

Parking Calculations

Almar Village is a Planned Unit Development consisting of five separate parcels, four of which are under different ownership. The Applicant owns the multi-tenant building and the parcel with the shared monument sign in the northeast corner of the site. The four parcels have a shared parking agreement wherein customers may park on any parcel to visit any of the businesses. The Applicant's parcel is 2.42 acres and contains a multi-tenant building and the majority of the available parking on site.

Restaurants require one parking space for each three seats based on capacity design.

Business	Number of Seats	Number of Parking Spaces Required
Carbone's	166	55
Subway	28	9
Mi Pueblo	148	42
Total	342	114

Retail establishments, salons, and pet grooming businesses require one parking space for each 200 square feet of floor area. The multi-tenant building has a total square footage of 18,185 square feet. Subtracting the area designated for three restaurants leaves 6,550 square feet of tenant space. There must be 33 parking spaces on site to accommodate these businesses.

The Applicant's parcel contains 97 parking spaces where 147 spaces are required for the uses. There is a vacant 0.40-acre parcel with 13 parking spaces east of the Carbone's space, owned by Waseca Bancshares Inc. that may be used by customers of any business in the development. Adding these 13 spaces to the 97 spaces on the Applicant's parcel results in a total of 110 parking spaces available for the multi-tenant space without using shared parking on parcels already occupied by other businesses.

The Holiday Gas Station (7033 Jorgensen Lane) is required to have four spaces as a motor fuel station plus one space per 200 square feet of the convenience store building (approximately 3,660 square feet). Each fuel pump may count as one parking space. The parcel must have at least 18 parking spaces and 37 spaces are currently provided.

The retail space at 7009 Jorgensen Lane must have one space per 200 square feet of building space. This space must provide 19 spaces and there are only 8 spaces on this 0.45 acre parcel.



Vacant Parcel



7033 Jorgensen Lane



7009 Jorgensen Lane

The entire Almar Village development requires 184 total parking spaces for all current uses. There are currently 155 spaces within the development total. The Applicant has proposed adding 19 parking spaces two feet from the east property line in the same location and manner as was approved in 2016. While the property will not meet minimum parking standards, increasing the parking spaces on site will reduce the non-conformity and ease existing parking constraints on site. The Applicant is restricted as to where they can add parking because they only own one parcel.

Impervious Surface Standards

Impervious surfaces are any materials which prevent absorption of stormwater into the soil, including buildings and pavement. Properties within the B-1, Limited Business District, are limited to 70 percent impervious surface lot coverage. The Applicant's parcel currently contains approximately 85 percent impervious surface. The additional parking spaces will add approximately 3.4 percent impervious surface to the site.

Tree Removal

Four trees must be removed to construct additional parking. Removal of the four trees is under the 40 percent removal threshold for the parcel; therefore, no replacement inches are required.



Trees to be Removed

Stormwater

One of the conditions of the 2016 conditional use permit and variance approval was if additional parking was installed, surface water impacts needed to be addressed through construction of additional onsite treatment measures or payment of an offsite ponding fee. The Applicant worked with City Engineering staff to determine if additional onsite treatment measures would be needed for the additional parking. The pond the lot drains to was designed to accommodate 6.3 acres of impervious surface between all four parcels in Almar Village. With the additional parking spaces, the total impervious surface will be 6.3 acres; therefore, no additional onsite treatment measures are needed. The property owner must submit a record plan of all storm sewers in the parking lot.

Variance Requests

The purpose of a variance is to allow variation from the strict application of City Code Title 11 (Zoning Regulations) by reason of the characteristics of the property that cause practical difficulties for the landowner/applicant. Variances require the Applicant to submit an official application form with all information outlined in City Code Title 11-2-5. The Applicant has submitted two variance requests. One for parking lot right of way setback and one for an increase of impervious surface over 70 percent of the site.

Findings

The findings of fact for a favorable recommendation to allow for the parking lot two foot right of way setback to the eastern property line and increasing impervious surface over 70 percent of the site that were considered during the review are as follows:

- A. Restaurants and retail establishments are permitted uses in the B-1, Limited Business District. The development was approved in 2001 with the current parking lot configuration. When new uses come into a development, enough parking must be provided to meet ordinance standards for each use.
- B. The property is designated Commercial in the 2040 Comprehensive Plan.
- C. The number of parking spaces available must meet ordinance standards for each use on site. When shared parking is utilized, each individual use must have enough parking for that use between all shared parking sites.
- D. The parking lot was approved as part of the development in 2001, prior to the Applicant taking ownership of the property. In 2016 a variance was approved to construct additional parking in the same location as proposed at a two foot setback from the east property line and increasing impervious surface coverage on site.
- E. The area is currently a commercial center with surface parking. The right-of-way of Keats Avenue encompasses a trail corridor and road surface. The additional parking will not alter the essential character of the neighborhood.
- F. The request is not based on economic considerations alone.

Public Hearing Notices

The public hearing notice for the July 28, 2025, Planning Commission meeting was published in the *Saint Paul Pioneer Press* and mailed on July 16, 2025, to 76 property owners that are within 500 feet of the proposed project. Staff has not received any comments at the time of writing the report.

Planning Commission Meeting

At their July 28, 2025, meeting, the Planning Commission reviewed this request and held a public hearing. The Commission requested clarification on the following:

- If the vacant lot were to develop, how would that impact parking calculations on site?
 - Staff stated that any new development on the vacant lot would need to meet parking requirements for that particular use. New construction on the vacant parcel is limited by required setbacks, impervious surface coverage for the site, and parking availability among other factors. Staff noted that parking calculations can be based on peak hours of operation for a business. Potential uses would be limited due to the proposed peak hours of operation for two restaurants on the property.
- Is there currently parking on Jorgensen Lane and with another restaurant would parking on the street increase?
 - Jorgensen Lane is not signed for no parking. No parking signage is evaluated on an individual basis and if determined to impact safety per the City's sign policy.
- Will the addition of a restaurant increase traffic on 70th Street at the Jorgensen intersection?

- Staff stated that the 70th Street intersection was changed to facilitate left turns into the Almar Village site. The proposal to shift the driveway access for the property to the north (Cedarhurst) to align with Jorgensen will improve this intersection.
- Will there be negative stormwater impacts due to the increased impervious surface?
 - Staff noted that the existing stormwater pond across Jorgensen Lane was designed based on the surface water management plan. The 100-year storm event was evaluated during pond design and the additional impervious surface proposed was accounted for during construction of the pond.
- The Commission indicated safety concerns with the distance of the proposed head in parking to the pedestrian trail along Keats Avenue and inquired if there were options to create a barrier between the parking and the trail.
 - City standards require a six-inch curb and gutter around the proposed parking lot. The back of the curb falls within eight feet of the trail. This distance will provide adequate separation between bumper overhang and pedestrians on the trail. Additionally, the six-inch curb requirement is a standard that will deter traffic from inadvertently rolling onto the trail.
 - Staff investigated several other sites around the City where parking is located adjacent to a pedestrian trail or sidewalk. Sites such as Culver's, Dunkin'/Baskin Robbins, Grove 80 Apartments, and Park High are all sites designed with head in parking along pedestrian pathways. It is also noteworthy that sidewalks and trails are commonly located along highways and roadways where traffic is traveling at high speeds.

Recommendation

The City Council is recommended to adopt Resolution 2025-106 approving the variances to allow the construction of additional parking two feet from the east property line and to increase the impervious surface coverage of the site at 7155 Jorgensen Lane South.

VARIANCE APPLICATION – RESPONSE TO ORDINANCE CRITERIA

The Planning Commission and City Council may recommend a variance from the strict application of the zoning ordinance, if they find that your application meets the findings below. Please provide a DETAILED response to all of the following findings:

1. The variance is in harmony with the purposes and intent of this title. Please circle: ☒ Yes No

2. The variance is consistent with the comprehensive plan. Please circle: ☒ Yes No

3. The proposal puts the property to a reasonable use. Please explain. *Adding a new restaurant in the community to an existing retail building causing the need for additional parking.*

4. There are unique circumstances to the property not created by the landowner. Please identify these circumstances. *Four property owners sharing parking and no additional parking can be added that meets setbacks. A variance for parking two feet from the east property line was approved in 2016. Adding additional parking will increase the impervious surface.*

5. The conditions upon which an application for a variance is based are unique to the parcel of land for which the variance is sought and are not applicable, generally to other property within the same zoning classifications. Please list the conditions that are unique.

Sec # 4

6. The purpose of the variance is not based exclusively upon a financial hardship. Please circle: ☒ Yes No

7. The granting of the variance will not be detrimental to the public welfare or injurious to other land or improvements in the neighborhood in which the parcel of land is located. Please circle: ☒ Yes No

8. The proposed variance will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion of the public streets, or increase the danger of fire, or endanger the public safety. Please identify any potential impact the requested variance may have.

None

Economic hardship is not regarded by the Courts as a reason for approval. Neighborhood support or opposition, without any basis of facts, is not regarded by the Courts as reason for either approval or denial.

Applicant Name: Curt Hoffman
Almar Village LLC

Case #: _____

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2025-106

**A RESOLUTION APPROVING VARIANCES FOR THE CONSTRUCTION OF
ADDITIONAL PARKING TWO FEET FROM THE EAST PROPERTY LINE AND
TO INCREASE THE IMPERVIOUS SURFACE COVERAGE ON SITE
AT 7155 JORGENSEN LANE SOUTH**

WHEREAS, Curt Hoffman, on behalf of Almar Village, LLC applied for a variance to construct additional parking two feet from the east property line when 20 feet is required and a variance to increase the impervious surface coverage of the site above 70 percent at 7155 Jorgensen Lane South, legally described as:

Lot 1 Block 1 ALMAR VILLAGE, Washington County, Minnesota.

Commonly known as 7155 Jorgensen Lane South, Cottage Grove, Washington County, State of Minnesota.

WHEREAS, public hearing notices were mailed to property owners within 500 feet of the property and a public hearing notice was published in the St. Paul Pioneer Press; and

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

WHEREAS, the public hearing was open for public testimony. No public testimony was received. Staff answered questions from the Planning Commission; and

WHEREAS, the Planning Commission unanimously (5-to-0 vote) recommended that the City Council approve the variance to construct a parking lot two feet from the east property line when 20 feet is required and approve the variance to increase impervious surface coverage of the site above 70 percent at their July 28, 2025, meeting.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Cottage Grove, Washington County, Minnesota, hereby approves the variance to construct a parking lot two feet from the east property line when 20 feet is required and a variance to increase the impervious surface coverage of the site above 70 percent on the parcel legally described above.

BE IT FURTHER RESOLVED, granting the variance to the minimum side yard setback for parking areas and the variance to increase impervious surface coverage are based on the following findings of fact:

- A. Restaurants and retail establishments are permitted uses in the B-1, Limited Business District. The development was approved in 2001 with the current parking lot configuration. When new uses come into a development, enough parking must be provided to meet ordinance standards for each use.
- B. The property is designated Commercial in the 2040 Comprehensive Plan.

- C. The number of parking spaces available must meet ordinance standards for each use on site. When shared parking is utilized, each individual use must have enough parking for that use between all shared parking sites.
- D. The parking lot was approved as part of the development in 2001, prior to the Applicant taking ownership of the property. In 2016, a variance was approved to construct additional parking in the same location as proposed at a two-foot setback from the east property line and increasing impervious surface coverage on site.
- E. The area is currently a commercial center with surface parking. The right-of-way of Keats Avenue encompasses a trail corridor and road surface. The additional parking will not alter the essential character of the neighborhood.
- F. The request is not based on economic considerations alone.

BE IT FURTHER RESOLVED, approval of the variances is subject to the conditions below:

- 1. A record plan of storm sewers shall be submitted to the City Engineer after parking lot construction.
- 2. All applicable permits (i.e. building, electrical, grading, mechanical) must be completed, submitted, and approved by the City prior to the commencement of any construction activities.
- 3. An encroachment agreement for the new parking area to be constructed eight feet into an existing drainage and utility easement shall be approved prior to future issuance of a Certificate of Occupancy for the building.

Passed this 6th day of August 2025.

Attest:

Myron Bailey, Mayor

Tamara Anderson, City Clerk

Receipt# 320044

4063813

RES

\$46.00

Return to:

CITY OF COTTAGE GROVE
12800 RAVINE PKWY S
COTTAGE GROVE MN 55016



Certified Filed and/or recorded on:

4/15/2016 3:34 PM

4063813

Office of the County Recorder
Washington County, Minnesota
Jennifer Wagenius, County Recorder

STATE OF MINNESOTA)
COUNTY OF WASHINGTON)
CITY OF COTTAGE GROVE)

I, the undersigned, being the duly qualified and acting City Clerk of the City of Cottage Grove, Minnesota, DO HEREBY CERTIFY, that I have carefully compared the attached copy of Resolution No. 2016-067 of the City of Cottage Grove with the original on file in my office and the same is a full, true and complete transcript therefrom.

WITNESS, my hand as such City Clerk and the corporate seal of the City this 12th day of April, 2016.

Joe Fischbach, City Clerk



RESOLUTION NO. 2016-067

**A RESOLUTION APPROVING AN AMENDMENT TO
CARBONE'S PIZZA OF COTTAGE GROVE'S CONDITIONAL USE PERMIT
FOR EXPANSION OF THEIR CURRENT RESTAURANT WITH LIQUOR
TO A TOTAL OF 7,635 SQUARE FEET TO ADD A FULL BAR, A VARIANCE TO THE
FRONT YARD SETBACK REDUCTION ALONG THE EAST PROPERTY LINE AND
A VARIANCE TO MINIMUM PARKING REQUIREMENTS
AT ALMAR VILLAGE, 7155 JORGENSEN LANE SOUTH**

WHEREAS, Carbone's Pizza of Cottage Grove has applied for a variance to the front yard setback reduction along the east property line adjacent to Keats Avenue from 20 feet to 2 feet, a variance to minimum parking requirements, and an amendment to the conditional use permit (CUP) for an expansion of the current 3,250 square foot Carbone's restaurant to 7,605 square feet in size including a full bar with liquor, on property legally described below:

Lot 1, Block 1, Almar Village Addition, Cottage Grove, Washington County, State of Minnesota.

Commonly known as 7155 Jorgensen Lane South, Cottage Grove, Washington County, State of Minnesota.

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

WHEREAS, the Planning Commission reviewed this application at their meeting on February 22, 2016; and

WHEREAS, the Planning Commission reviewed the variance criteria and findings of facts established by the Zoning Ordinance for granting a variance; and

WHEREAS, public hearing notices were mailed to property owners within 500 feet of the property and a public hearing notice was published in the South Washington County Bulletin on February 10, 2016, and March 23, 2016; and

WHEREAS, the public hearing was opened for public testimony at the Planning Commission and it was noted that two letters of support had been submitted for the public record; no additional public testimony was received; and

WHEREAS, an additional public hearing on the setback variance request was held at the City Council meeting on April 6, 2016, and no public testimony was received; and

WHEREAS, the Planning Commission on a 7-to-1 vote recommended to the City Council that the conditional use permit and variance be granted based on findings of fact listed in the Planning Staff Report.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Cottage Grove, Washington County, Minnesota, hereby approves a variance to reduce the front yard setback

along the east property line adjacent to Keats Avenue from 20 feet to 2 feet; a variance to minimum parking requirements; and an amendment to the conditional use permit for expansion of the current 3,250 square foot Carbone's restaurant to 7,605 square feet in size including a full bar with liquor. Granting of the variances is based upon the following findings of fact:

- A. The unique conditions for this request is that the site is a multi-tenant site that all have different parking needs and times of operation or peak hours, and the mix of uses will result in a lower overall parking demand.
- B. The other tenant spaces in the development are likely to be filled with a combination of retail and service businesses. The peak parking demand for these uses will occur during the day.
- C. Many of the patrons of the site will utilize multiple shopping destinations creating less overall parking demands than when looked at as individual uses.
- D. The peak parking demand for the proposed restaurant will occur at night.
- E. The offsetting times of peak parking demand will allow the development to function with fewer parking spaces than if the same amount of space were occupied by a single user.
- F. Having a parking lot that has the potential of occasionally being utilized to the maximum design will not impair the public health, safety, comfort, or morals in any respect.

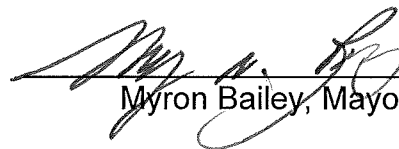
BE IT FURTHER RESOLVED, the recommendation for approval of the conditional use permit and variance is subject to the following conditions:

- 1. The use shall be in conformance with Resolution No. 2005-068.
- 2. All applicable permits (i.e.; liquor, building, electrical, grading, mechanical, etc.) and a commercial plan review packet shall be completed, submitted, and approved by the City prior to the commencement of any construction activities. Detailed construction plans shall be reviewed and approved by the Building Official and Fire Marshal.
- 3. All signage must comply with the approved comprehensive sign package for the mall that was approved with the PUD. A building permit must be issued prior to the installation of any new signs.
- 4. Any dead or missing landscaping materials per the landscaping plan approved with the original PUD shall be replaced.
- 5. A bona fide cost estimate of the landscaping improvements shall be submitted in conjunction with a letter of credit approved by the City in the amount of 150 percent of such estimate. Upon completion of the landscaping requirements have been completed. The City shall retain the financial guarantee for a period of one year from the date of notice to insure the survival of the plantings. No building permit

shall be issued until the required financial guarantee has been received and accepted by the City.

6. Rooftop mechanical equipment shall be painted and screened from view. Final exterior screening materials and colors shall be reviewed and approved by the Planning Department prior to the issuance of a building permit.
7. A radio-read water meter shall be installed.
8. Motor vehicle parking on Jorgensen Lane South in relation to the use shall be prohibited.
9. The restaurant must not exceed a capacity of 166 seats.
10. The site operations shall be reviewed by the City after one year, and if parking has been identified as a negative issue to the operation of the site, the demonstrated parking shall be installed including a bituminous parking surface, curb and gutter, and striping.
11. If the demonstrated parking is installed, the surface water impacts need to be addressed through the construction of additional onsite treatment measures, or the payment of an offsite ponding fee. Additional vegetative screening will be required adjacent to the new parking area.
12. If the demonstrated parking area is installed, additional vegetative screening shall be planted adjacent to the new parking area.
13. Any mature vegetation removed by the construction of the demonstrated parking shall be replaced at a ratio of two to one.
14. All dead, diseased, or missing plant materials identified on the original approved site plan shall be replaced.
15. Any violations of the approving resolution may trigger review of the use by the City Council and be cause for possible amendments to or revocation of the conditional use permit.

Passed this 6th day of April 2016.


Myron Bailey, Mayor

Attest:


Joe Fischbach, City Clerk



City Council Action Request

7.U.

Meeting Date	8/6/2025				
Department	Community Development				
Agenda Category	Action Item				
Title	Livable Communities Act's Local Housing Incentives Account Program Application Support – Real Estate Equities				
Staff Recommendation	Adopt Resolution 2025-108 authorizing the City to submit an application for LCDA grant funds for the Real Estate Equities apartment project.				
Budget Implication	N/A				
Attachments	<table><tr><td>1.</td><td>Real Estate Equities LCDA Support CC Memo</td></tr><tr><td>2.</td><td>Real Estate Equities LCDA Support Resolution</td></tr></table>	1.	Real Estate Equities LCDA Support CC Memo	2.	Real Estate Equities LCDA Support Resolution
1.	Real Estate Equities LCDA Support CC Memo				
2.	Real Estate Equities LCDA Support Resolution				

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

FROM: Samantha Pierret, Senior Planner

DATE: July 30, 2025

RE: Livable Communities Act's Local Housing Incentives Account Program
Application Support – Real Estate Equities

Background

On June 18, 2025, the City Council approved the Site Plan Review, Comprehensive Plan Amendment, and Zoning Amendment (Resolutions 2025-083, 2025-082, and Ordinance 1101) for the Real Estate Equities 164-unit multi-family rental apartment project proposed at 10015 Hamlet Avenue.

Resolution 2025-092 was also approved supporting dedication of City Local Affordable Housing Aid (LAHA) funds for 2024, 2025, and 2026 for the project in an estimated total amount of \$785,000. Real Estate Equities continues to seek out funding support opportunities including application for a Livable Communities Demonstration Account (LCDA) funding through the Metropolitan Council.

LCDA requests require the City to act as legal sponsor for the project. The Real Estate Equities apartments project is important to establish much needed affordable housing in the City of Cottage Grove. Real Estate Equities will be requesting \$785,000 in LCDA funding.

Recommendation

Adopt Resolution 2025-108 authorizing the City to submit an application for LCDA grant funds for the Real Estate Equities apartment project.

**CITY OF COTTAGE GROVE
WASHINGTON COUNTY
STATE OF MINNESOTA**

Council member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. 2025-108

**A RESOLUTION IDENTIFYING THE NEED FOR LIVABLE
COMMUNITIES DEMONSTRATION ACCOUNT FUNDING AND
AUTHORIZING APPLICATION FOR GRANT FUNDS**

WHEREAS, the City of Cottage Grove (the “City”) is a participant in the Livable Communities Act’s Local Housing Incentives Account Program for 2025 as determined by the Metropolitan Council, and is therefore eligible to apply for Livable Communities Demonstration Account funds; and

WHEREAS, the City has identified a proposed project within the City that meets the Demonstration Account’s purpose and criteria and is consistent with and promotes the purposes of the Metropolitan Livable Communities Act and the policies of the Metropolitan Council’s adopted metropolitan development guide; and

WHEREAS, the City certifies that it will comply with all applicable laws and regulations as stated in the grant agreement; and

WHEREAS, the City agrees to act as legal sponsor for the project(s) contained in the grant application(s) submitted on August 11, 2025; and

WHEREAS, the City acknowledges Livable Communities Demonstration Account grants are intended to fund projects or project components that can serve as models, examples, or prototypes for development or redevelopment projects elsewhere in the region, and therefore represents that the proposed project or key components of the proposed project can be replicated in other metropolitan-area communities; and

WHEREAS, only a limited amount of grant funding is available through the Metropolitan Council’s Livable Communities Demonstration Account during each funding cycle and the Metropolitan Council has determined it is appropriate to allocate these scarce grant funds only to eligible projects that would not occur without the availability of Demonstration Account grant funding.

Now, Therefore, Be It Resolved by the City Council of the City of Cottage Grove, Washington County, Minnesota that, after appropriate examination and due consideration, the governing body of the City:

1. Finds that it is in the best interests of the City's development goals and priorities for the proposed project to occur at this particular site and at this particular time.
2. Finds that the project components for which Livable Communities Demonstration Account funding is sought:
 - a. will not occur solely through private or other public investment within the reasonably foreseeable future; and
 - b. will occur within three years after a grand award only if Livable Communities Demonstration Account funding is made available for this project at this time.
 - c. Represents that the City has undertaken reasonable and good faith efforts to procure funding for the project components for which Livable Communities Demonstration Account funding is sought but was not able to find or secure from other sources of funding that is necessary for project component completion within three years and states that this representation is based on the following reasons and supporting facts:
 - i. The City of Cottage Grove does not have the financial resources to meet the requested level of funding for the proposed project.

Project to be Applied For:

Project Name	Amount Requested
Real Estate Equities Apartments	\$785,000.00

NOW THEREFORE, BE IT FURTHER RESOLVED that the City Council authorizes its City Administrator or their designee to submit on behalf of the City an application for Metropolitan Council Livable Communities Demonstration Account grant funds for the project component(s) identified in the application(s), and to execute such agreements as may be necessary to implement the project on behalf of the City.

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 6TH DAY OF AUGUST, 2025.

Myron Bailey, Mayor

ATTEST:

Tamara Anderson, City Clerk



City Council Action Request

7.V.

Meeting Date 8/6/2025

Department Administration

Agenda Category Action Item

Title Farm Lease Agreement - EDA Land

Staff Recommendation Approve the Lease Agreement with Paul Krueger Farms to farm the approximately 7.89 acres of EDA property south of 98th Street South and east of Isleton Avenue South subject to minor modifications by the city attorney.

Budget Implication N/A

Attachments	1.	Farm Lease Agreement - EDA Land
	2.	Lease Agreement - Paul Krueger Farms (Cottage Grove)

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

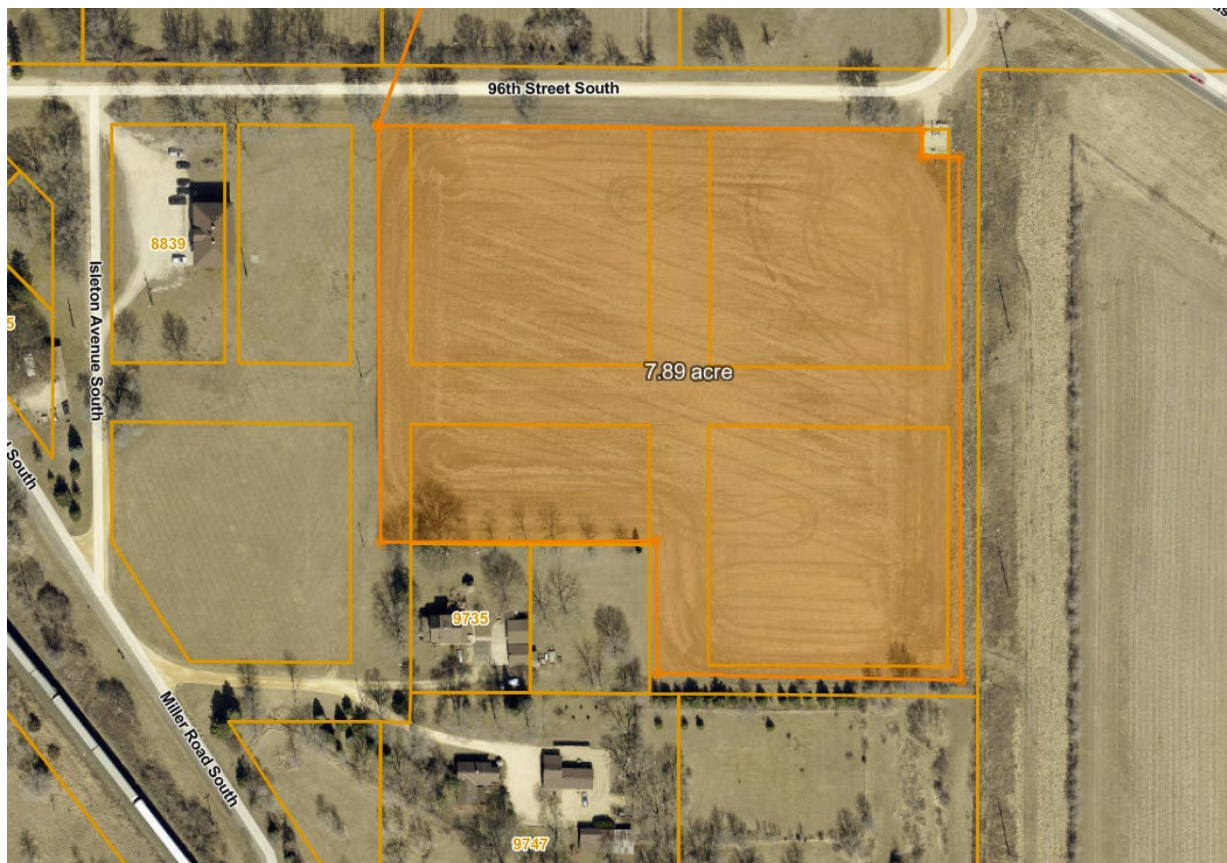
From: Jaime Mann, Assistant to the City Administrator

Date: July 31, 2025

Re: Farming Lease Agreement

Background

The EDA currently owns land in the Langdon Village area of town at approximately 96th Street South and Isleton Avenue South. This area of land is planned for future development with Innovation Village. The property is shown in the image below.



Discussion

Given development is not anticipated to begin for a while, it is important for the City to work with a farmer to lease this property. Farmland is not allowed to be left without crops or

cover through the summer, so if the property was not leased, the City would need to pay to establish it with a temporary cover crop. Paul Krueger Farms has agreed to lease this property from the City for \$100/acre, for a total price of \$780 annually. The City Attorney drafted a lease agreement with Paul Krueger Farms, which is included with this memo for the Council's approval.

Recommendation

Approve the Lease Agreement with Paul Krueger Farms to farm the approximately 7.89 acres of EDA property south of 98th Street South and east of Isleton Avenue South subject to minor modifications by the city attorney.

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is made and entered into as of this ____ day of _____, 2025 (the “Effective Date”), by and between the City of Cottage Grove, a Minnesota municipal corporation (“Landlord”), and Paul Krueger Farms (“Tenant”).

ARTICLE 1 PROPERTY

Landlord, for and in consideration of the rents, covenants and conditions hereinafter contained to be performed and observed by Tenant, does hereby demise and lease to Tenant, the tillable portion of certain real property legally described on Exhibit A attached hereto (the “Property”).

ARTICLE 2 TERM

Tenant shall have and hold the Property for and during the term commencing on the Effective Date written in the initial paragraph of this Lease (the “Commencement Date”). This Lease may be terminated by either party upon ninety (90) days’ written notice delivered to the other party to the addresses listed in Article 15 of this Lease.

ARTICLE 3 RENT

Tenant shall make an annual rent payment to Landlord of one hundred dollars (\$100.00) per acre of the Property for a total of seven hundred eighty dollars (\$780.00) per year. The annual rent payment for year 2025 shall be due upon execution of this Lease. All future rent payments shall be made by Tenant to Landlord on June 1st of each subsequent year.

ARTICLE 4 USE OF PROPERTY

The Property shall be used by Tenant for agricultural purposes only. Agricultural purposes shall be defined as the raising, cultivating, drying, or storing of agricultural crops for sale, or the storage of machinery or equipment used in support of crop production by the Tenant.

ARTICLE 5 TENANT RESPONSIBILITIES

Tenant agrees to the following:

- A. Engage in farming practices that are generally recommended and best adapted to this type of land and for this locality unless other practices are agreed upon.
- B. Apply recommended quantities of fertilizer at Tenant’s expense to maintain soil fertility.

- C. Preserve established water courses, ditches, tile drains, tile outlets, grass waterways and terraces and refrain from any operation that will injure them and in the event of injury or damage to tile drains or outlets caused by Tenant to promptly repair same.
- D. Maintain the Property including the removal of debris, brush, dead trees, old fencing and the like as needed to effectively use the Property for agricultural use.
- E. Apply for any and all United States Department of Agriculture ("USDA") payments available or payable as a result of farming the Property.
- F. Shall not commit waste on, or damage to, the Property and will use due care to prevent others from doing so. Tenant shall also not commit a nuisance on the Property, or permit others to do so; nor shall Tenant use the Property for any unlawful purpose or allow any other person to do so.

ARTICLE 6 TENANT'S ACCEPTANCE OF THE PROPERTY

Landlord shall not be obligated to construct or install any improvements in or to the Property. Landlord makes no representation, covenant or warranty of any kind, character or nature concerning the Property or otherwise. Tenant accepts the Property in "as-is", "where-is", and "with all faults" condition.

ARTICLE 7 ALTERATIONS, TITLE TO AND REMOVAL OF IMPROVEMENTS

Tenant may not make any alterations or install improvements to the Property without Landlord's prior written consent.

Tenant shall have no authority to create or place any lien or encumbrance of any kind whatsoever upon or in any manner to bind the interest of the Landlord in the Property. Tenant covenants and agrees promptly to pay all sums legally due and payable by it on account of any labor performed on the Property upon which any lien is or could be asserted.

ARTICLE 8 REPAIRS AND MAINTENANCE

Tenant shall, at all times during the term of this Lease, at its own cost and expense, keep and maintain the Property.

ARTICLE 9 INSURANCE

Tenant hereby covenants and agrees that it shall at all times during the term of this Lease, obtain and maintain and keep in force and effect the following insurance, a copy of which shall be provided to Landlord upon execution of this Lease by Tenant:

- A. General Liability Insurance. A comprehensive general liability insurance policy in the amount of \$1,500,000 per occurrence, \$2,000,000 aggregate on account of bodily or personal injuries, including death, or on account of property damage arising from or related to the use of the Property; and
- B. Worker's Compensation Insurance. Worker's compensation in at least the minimum amount required by applicable Minnesota Statutes; and
- C. Business Automobile Liability Insurance: Business automobile liability insurance in the amount of at least \$1,500,000 per person, \$2,000,000 per accident on account of bodily and personal injury, including death, or on account of property damage arising from or caused, directly or indirectly, by Tenants acts or omissions in the performance of this Lease and covering the use of all automobiles, trucks, and other motor vehicles utilized by Tenant and Tenant's agents, employees or volunteers in connection with this Lease. The insurance shall be a per occurrence policy.

Tenant shall provide evidence of such insurance prior to execution of this Lease and at any subsequent time upon request of the Landlord.

ARTICLE 10 ASSIGNMENT AND SUBLETTING

Tenant shall not sublet, sell, assign, mortgage, pledge, or in any manner transfer this Lease or any estate or interest thereunder, without the prior written consent of Landlord. Any assignment or subletting permitted by Landlord hereunder shall not release Tenant from any of its Lease obligations.

ARTICLE 11 DEFAULT AND REMEDIES OF LANDLORD

If Tenant shall fail to promptly keep and perform any other obligations of this Lease, strictly in accordance with the terms of this Lease, and shall continue in default for a period of thirty (30) days after written notice thereof by Landlord of default and demand of performance, then and in any such event and as often as any such event shall occur; and upon such default: (1) Landlord may declare the term of this Lease ended, and enter into said Property with process of law and expel Tenant or any person occupying the same in or upon said Property; such reentry shall not work a forfeiture of the rents to be paid nor affect the covenants to be performed by Tenant and (2) Landlord may recover damages including reasonable attorneys' fees caused by the default.

ARTICLE 12 AMENDMENTS

No waivers, alterations or modifications of this Lease or any agreements in connection therewith shall be valid unless in writing duly executed by both Landlord and Tenant herein.

**ARTICLE 13
RECORDING**

This Lease shall not be recorded.

**ARTICLE 14
SURRENDER OF PROPERTY**

Upon termination of this Lease, Tenant shall surrender and yield the Property to Landlord and all personal property shall be removed.

Tenant agrees that Tenant shall be financially responsible for any and all personal property not removed upon termination of this Lease and Landlord shall have all rights and remedies at law and in equity to recover any damages, including reasonable attorney fees and costs, arising from Tenant's failure to remove personal property.

**ARTICLE 15
SERVICE OF NOTICE**

Every notice, approval, consent or other communication authorized or required by this Lease shall not be effective unless the same shall be in writing and sent postage prepaid by United States registered or certified mail, return receipt requested, as follows:

If to Landlord at: City of Cottage Grove
 Attn: Jennifer Levitt, City Administrator
 12800 Ravine Parkway South
 Cottage Grove, MN 55016

With a copy to: Korine L. Land, City Attorney
 LeVander, Gillen & Miller, P.A.
 1305 Corporate Center Drive, Suite 300
 Eagan, MN 55121

If to Tenant at: Paul Krueger Farms
 9719 Neal Avenue South
 Hastings, MN 55033

or to such other address as either party may designate by notice given from time to time in accordance with this Article 15. Any notice given in accordance with the provisions of this Article 15 shall be deemed to have been given as of the date occurring two (2) days after such notice shall have been placed for mailing with the United States Postal Service. The amounts payable by Tenant to Landlord hereunder shall be paid to the address designated by Landlord from time to time.

ARTICLE 16 HOLDING OVER

In the event Tenant continues to occupy the Property after the last day of the term of this Lease hereby created, Tenant shall pay all incidental and consequential damages, including reasonable attorney fees and costs, sustained by Landlord as a result of any such holdover.

ARTICLE 17 CAPTIONS

The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles of this Lease or in any way affect this Lease.

ARTICLE 18 INVALIDITY OF PROVISIONS

If any term, covenant, condition or provision of this Lease or the application thereof, to any person or circumstance shall, at any time, or to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE 19 LANDLORD'S ACCESS TO PROPERTY

Landlord shall have reasonable rights of access to the Property throughout the term of this Lease, after reasonable notice and during normal business hours for the purpose of inspecting the condition thereof and/or the farming methods being used, to conduct surveys and/or wetland delineations and to conduct soil tests, including soil borings and other activities normally associated with land development. In the event of an emergency, Landlord shall have the immediate right to access the Property, without prior notice to Tenant.

ARTICLE 20 LIABILITY OF LANDLORD

Landlord and its members, partners, officers, directors, shareholders, attorneys, parents and subsidiaries, related or affiliated corporations or other entities of Landlord will have absolutely no personal liability with respect to any provision of this Lease or any obligation or liability arising from this Lease.

ARTICLE 21 GOVERNING LAW; VENUE

This Lease shall be governed by and construed in accordance with the laws of the State of Minnesota. Any legal action related to this Lease shall be venued in Washington County District

Court. Tenant hereby expressly consents to the exercise of personal jurisdiction over Tenant by such court.

ARTICLE 22 AUTHORITY

Landlord and Tenant hereby represent and warrant that each individual executing this Lease on behalf of said entity is duly authorized to execute and deliver this Lease on behalf of said entity and that this Lease is binding upon said entity in accordance with its terms.

ARTICLE 23 COUNTERPARTS

This Lease may be executed in counterparts, each of which shall be deemed an original, but which taken together shall constitute one and the same instrument. Electronic or facsimile signatures shall be deemed sufficient to create a binding obligation hereunder and shall have the same force and effect as an original signature of such party.

ARTICLE 24 HAZARDOUS MATERIALS

Tenant shall not keep or have in or on the Property any article or thing which is deemed “hazardous” or “extra hazardous” by any responsible insurance company or under federal, state or local law, rule, regulation, code or ordinance except in compliance with all requirements of applicable law. To the extent caused by Tenant or its employees, agents, or invitees, Tenant shall indemnify and save harmless Landlord against all liabilities, damages, claims, fines, penalties, costs and other expenses, including, reasonable attorneys’ fees, which may be imposed upon, incurred by, or asserted against Landlord by reason of any use or condition of the Property or any part thereof, including, without limitation, liability resulting from the use, storage, generation, or release of any “hazardous substance,” “hazardous waste,” “pollutant” or “contaminant”.

ARTICLE 25 ENTIRE AGREEMENT

This Lease entered into between Landlord and Tenant as to the Property supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the Property and it contains all of the covenants, agreements and other obligations between the parties in respect to said Property.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first above written.

LANDLORD:
CITY OF COTTAGE GROVE

By: _____
Myron Bailey
Its: Mayor

By: _____
Tamara Anderson
Its: City Clerk

TENANT:
PAUL KRUEGER FARMS

Paul Krueger

EXHIBIT A
DESCRIPTION OF THE PROPERTY

The following property identification numbers together form the Property identified in the Lease located in Washington County, Minnesota:

PID: 21.027.21.41.0011

PID: 21.027.21.41.0006

PID: 21.027.21.41.0007

PID: 21.027.21.41.0009



City Council Action Request

8.A.

Meeting Date 8/6/2025

Department Finance

Agenda Category Action Item

Title Approve Disbursements

Staff Recommendation Approve disbursement from 07-11-2025 through 07-31-2025 in the amount of \$5,524,920.51

Budget Implication N/A

Attachments

1.	Expense Approval Report 8-06-25 Council Meeting
2.	Payroll Check Register 08-06-25 Council Meeting
3.	UB Check Register 08.06.25 Council Meeting
4.	UB Check Register 08.06.25 Council Meeting-2



City Council Action Request

13.A.

Meeting Date	8/6/2025								
Department	Engineering								
Agenda Category	Presentation								
Title	Draft 2026-2030 Capital Improvement Plan								
Staff Recommendation	Receive information on the draft 2026-2030 Capital Improvement Plan.								
Budget Implication	N/A								
Attachments	<table><tr><td>1.</td><td>MEMO</td></tr><tr><td>2.</td><td>CIP Facilities and Park Projects Summary and Detail Pages 1</td></tr><tr><td>3.</td><td>CIP Public Works and Transportation Projects Summary and detail Pages 1</td></tr><tr><td>4.</td><td>Bonds in 2026-2030 CIP compared to FMP</td></tr></table>	1.	MEMO	2.	CIP Facilities and Park Projects Summary and Detail Pages 1	3.	CIP Public Works and Transportation Projects Summary and detail Pages 1	4.	Bonds in 2026-2030 CIP compared to FMP
1.	MEMO								
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3.	CIP Public Works and Transportation Projects Summary and detail Pages 1								
4.	Bonds in 2026-2030 CIP compared to FMP								



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

From: Paul Sponholz, City Engineer
Ryan Burfeind, Public Works Director
Zac Dockter, Parks & Recreation Director
Brenda Malinowski, Finance Director

Date: August 6, 2025

Subject: Workshop: 2026-2030 Capital Improvement Plan

Introduction

A draft of the 2026-2030 Capital Improvements Plan (CIP) is attached for consideration at the workshop. The 2026-2030 CIP includes Pavement Management projects, Park Improvement and Park development projects, City Facility projects, as well as various road projects.

Recommendation

Receive Information and offer feedback to staff.

CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2026-2030 CAPITAL IMPROVEMENT PROGRAM

FACILITIES AND PARK PROJECTS

Funding Sources	2026	2027	2028	2029	2030
Tax Levy	\$ -	\$ -	\$ -	\$ -	-
Bonded Debt	\$ 5,000,000	\$ 3,600,000	\$ 1,500,000	\$ 7,100,000	\$ 100,000
State/Other Government Units	\$ -	\$ -	\$ -	\$ -	-
Park Improvement Fund	\$ 575,000	\$ 775,000	\$ 495,000	\$ 225,000	\$ 905,000
Park Trust Fund	\$ 815,000	\$ 715,000	\$ 515,000	\$ 515,000	\$ 515,000
Landscape Initiative	\$ 80,000	\$ 100,000	\$ 70,000	\$ 100,000	\$ 100,000
Municipal Building Fund	\$ 212,133	\$ 230,680	\$ 406,214	\$ 1,019,900	\$ 448,496
Other:	\$ 145,000	\$ 5,125,000	\$ 1,195,000	\$ 575,000	\$ 60,000
TOTAL	6,827,133	10,545,680	4,181,214	9,534,900	2,128,496
Project Expenses	2026	2027	2028	2029	2030
Land/Easements	\$ -	\$ -	\$ -	\$ -	-
Engineering/Architect	\$ 15,000	\$ 1,615,000	\$ 465,000	\$ 1,415,000	\$ 15,000
Admin/Legal	\$ -	\$ -	\$ -	\$ -	-
Construction	\$ 6,510,000	\$ 8,590,000	\$ 3,180,000	\$ 6,990,000	\$ 1,555,000
Maintenance	\$ 212,133	\$ 230,680	\$ 406,214	\$ 1,019,900	\$ 508,496
Other	\$ 90,000	\$ 110,000	\$ 130,000	\$ 110,000	\$ 110,000
TOTAL	6,827,133	10,545,680	4,181,214	9,534,900	2,188,496
Project Balance	\$ -	\$ -	\$ -	\$ -	(60,000)

CITY OF COTTAGE GROVE
5 YEAR CAPITAL IMPROVEMENT BUDGET
2026-2030 CAPITAL IMPROVEMENT PROGRAM

Project Title Matching Funds Program	Project Description Funds used to match donations from outside organizations on specific park projects
Department Parks	

Funding Sources	2026	2027	2028	2029	2030
Tax Levy					
Bonded Debt					
State/Other Government Units					
Park Improvement Fund	10,000	10,000	10,000	10,000	10,000
Park Trust Fund					
Landscape Initiative					
Municipal Building					
Other:					
TOTAL	10,000	10,000	10,000	10,000	10,000

Project Expenses	2026	2027	2028	2029	2030
Land/Easements					
Engineering/Architect					
Admin/Legal					
Construction					
Maintenance					
Other	10,000	10,000	10,000	10,000	10,000
TOTAL	10,000	10,000	10,000	10,000	10,000
Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2026-2030 CAPITAL IMPROVEMENT PROGRAM

Project Title	Project Description
Public Landscape Initiative	2026 - 80th St HWY 61 to Ideal (\$50,000), Oakwood Park Restoration (\$10,000), Diseased Tree Mitigation (\$10,000), Arbor Day Tree Planting (\$10,000)
	2027 - Jamaica 100th to Hwy 61 Ramps (\$50,000), Woodridge Park Woodland Restoration (\$30,000), Diseased Tree Mitigation (\$10,000), Arbor Day Tree Planting (\$10,000)
Department	2028 - Future ROW Beautification (\$50,000), Pine Tree Valley & Pine Tree Pond Park Open Space Restoration Grant Match (\$50,000), Diseased Tree Mitigation (\$10,000), Arbor Day Tree Planting (\$10,000)
Parks	2029 - 80th St HWY 61 to Ideal (\$50,000), West Draw Park Landscape Enhancements/Restoration (\$30,000), Diseased Tree Mitigation (\$10,000), Arbor Day Tree Planting (\$10,000)
	2030 - Future ROW Beautification (\$50,000), Park Landscape Enhancements/Restoration (\$30,000), Diseased Tree Mitigation (\$10,000), Arbor Day Tree Planting (\$10,000)

Funding Sources	2026	2027	2028	2029	2030
Tax Levy					
Bonded Debt					
State/Other Government Units					
Park Improvement Fund					
Park Trust Fund					
Landscape Initiative	80,000	100,000	70,000	100,000	100,000
Municipal Building					
Other: Grant			50,000		
TOTAL	80,000	100,000	120,000	100,000	100,000
Project Expenses	2026	2027	2028	2029	2030
Land/Easements					
Engineering/Architect					
Admin/Legal					
Construction					
Maintenance					
Other	80,000	100,000	120,000	100,000	100,000
TOTAL	80,000	100,000	120,000	100,000	100,000
Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF COTTAGE GROVE
5 YEAR CAPITAL IMPROVEMENT BUDGET
2026-2030 CAPITAL IMPROVEMENT PROGRAM

Project Title Park Design and Planning	Project Description Funding for design and planning of parks as development occurs.
Department Parks	

Funding Sources	2026	2027	2028	2029	2030
Tax Levy					
Bonded Debt					
State/Other Government Units					
Park Improvement Fund					
Park Trust Fund	15,000	15,000	15,000	15,000	15,000
Landscape Initiative					
Municipal Building					
Other:					
TOTAL	15,000	15,000	15,000	15,000	15,000

Project Expenses	2026	2027	2028	2029	2030
Land/Easements					
Engineering/Architect	15,000	15,000	15,000	15,000	15,000
Admin/Legal					
Construction					
Maintenance					
Other					
TOTAL	15,000	15,000	15,000	15,000	15,000

Project Balance	\$	-	\$	-	\$	-	\$	-	\$	-
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CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2026-2030 CAPITAL IMPROVEMENT PROGRAM

Project Title Building Locks	Project description Annual addition of automatic locks for various park building restrooms throughout the community
Department Parks	

Funding Sources	2026	2027	2028	2029	2030
Tax Levy					
Bonded Debt					
State/Other Government Units					
Park Improvement Fund	35,000	35,000	35,000	35,000	35,000
Park Trust Fund					
Landscape Initiative					
Municipal Building					
Other:					
TOTAL	35,000	35,000	35,000	35,000	35,000
Project Expenses	2026	2027	2028	2029	2030
Land/Easements					
Engineering/Architect					
Admin/Legal					
Construction	35,000	35,000	35,000	35,000	35,000
Maintenance					
Other					
TOTAL	35,000	35,000	35,000	35,000	35,000
Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2026-2030 CAPITAL IMPROVEMENT PROGRAM

Project Title Replace Playground equipment	Project Description 2029 - Hemingway and North Ideal - \$150,000 2030 - Woodridge Playground Surface Replacement - \$500,000
Department Parks	

Funding Sources	2026	2027	2028	2029	2030
Tax Levy					
Bonded Debt					
State/Other Government Units					
Park Improvement Fund				150,000	500,000
Park Trust Fund					
Landscape Initiative					
Municipal Building					
Other:					
TOTAL	0	0	0	150,000	500,000
Project Expenses	2026	2027	2028	2029	2030
Land/Easements					
Engineering/Architect					
Admin/Legal					
Construction				150,000	500,000
Maintenance					
Other					
TOTAL	0	0	0	150,000	500,000
Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF COTTAGE GROVE
5 YEAR CAPITAL IMPROVEMENT BUDGET
2026-2030 CAPITAL IMPROVEMENT PROGRAM

Project Title Pavement Management	Project description 2027 - River Oaks Scenic Overlook (\$100,000) 2029 - Hearthside Park Improvements (\$100,000) 2030 - Pine Glen (\$100,000)
Department Parks	

Funding Sources	2026	2027	2028	2029	2030
Tax Levy					
Bonded Debt		100,000		100,000	100,000
State/Other Government Units					
Park Improvement Fund					
Park Trust Fund					
Landscape Initiative					
Municipal Building					
Other: Donations					
TOTAL	<u>0</u>	<u>100,000</u>	<u>0</u>	<u>100,000</u>	<u>100,000</u>
Project Expenses	2026	2027	2028	2029	2030
Land/Easements					
Engineering/Architect					
Admin/Legal					
Construction		100,000		100,000	100,000
Maintenance					
Other					
TOTAL	<u>0</u>	<u>100,000</u>	<u>0</u>	<u>100,000</u>	<u>100,000</u>
Project Balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2026-2030 CAPITAL IMPROVEMENT PROGRAM

Project Title Peter Thompson Park	Project Description 2028 - Peter Thompson Park Upgrades: Rink Boards, Sport Courts, Reshingle Building Roof
Department Parks	

Funding Sources	2026	2027	2028	2029	2030
Tax Levy					
Bonded Debt					
State/Other Government Units					
Park Improvement fund			315,000		
Park Trust Fund					
Landscape Initiative					
Municipal Building					
Other:					
TOTAL	0	0	315,000	0	0
Project Expenses	2026	2027	2028	2029	2030
Land/Easements					
Engineering/Architect					
Admin/Legal					
Construction			315,000		
Maintenance					
Other					
TOTAL	0	0	315,000	0	0
Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF COTTAGE GROVE
5 YEAR CAPITAL IMPROVEMENT BUDGET
2026-2030 CAPITAL IMPROVEMENT PROGRAM

Project Title Hamlet Park	Project Description 2026 - Skate Park Surface Replacement 2027 - Picnic Shelter Replacement (\$50,000), Skate Park Equipment (\$300,000)
Department Parks	

Funding Sources	2026	2027	2028	2029	2030
Tax Levy					
Bonded Debt					
State/Other Government Units					
Park Improvement Fund	100,000	350,000			
Park Trust Fund					
Landscape Initiative					
Municipal Building					
Other:					
TOTAL	100,000	350,000	-	-	-

Project Expenses	2026	2027	2028	2029	2030
Land/Easements					
Engineering/Architect					
Admin/Legal					
Construction	100,000	350,000			
Maintenance					
Other					
TOTAL	100,000	350,000	-	-	-

Project Balance	\$	-	\$	-	\$	-	\$	-	\$	-
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CITY OF COTTAGE GROVE
5 YEAR CAPITAL IMPROVEMENT BUDGET
2026-2030 CAPITAL IMPROVEMENT PROGRAM

Project Title Lamar Park	Project Description 2027 - Roof Replacement
Department Facilities	

Funding Sources	2026	2027	2028	2029	2030
Tax Levy					
Bonded Debt					
State/Other Government Units					
Park Improvement Fund		10,000			
Park Trust Fund					
Landscape Initiative					
Municipal Building					
Other:					
TOTAL	0	10,000	0	0	0

Project Expenses	2026	2027	2028	2029	2030
Land/Easements					
Engineering/Architect					
Admin/Legal					
Construction		10,000			
Maintenance					
Other					
TOTAL	0	10,000	0	0	0

Project Balance	\$	-	\$	-	\$	-	\$	-	\$	-
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CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2026-2030 CAPITAL IMPROVEMENT PROGRAM

Project Title Kingston Park	Project Description 2026 - Building Replacement (\$5,000,000) - bond in 2027
Department Parks	

Funding Sources	2026	2027	2028	2029	2030
Tax Levy					
Bonded Debt	5,000,000				
State/Other Government Units					
Park Improvement Fund					
Park Trust Fund					
Landscape Initiative					
Municipal Building					
Other:					
TOTAL	5,000,000	0	0	0	0

Project Expenses	2026	2027	2028	2029	2030
Land/Easements					
Engineering/Architect					
Admin/Legal					
Construction	5,000,000				
Maintenance					
Other					
TOTAL	5,000,000	0	0	0	0
Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2026-2030 CAPITAL IMPROVEMENT PROGRAM

Project Title Neighborhood Park Development	Project description 2026 - Denzer Park (\$300,000), Roberts Lake Neighborhood Development (\$500,000) 2027 - Still Ponds (\$500,000), Military Trailhead (\$200,000) 2028 - East Ravine Neighborhood or 100th Street Park Development (development driven) 2029 - East Ravine Neighborhood or 100th Street Park Development (development driven) 2030 - East Ravine Neighborhood or 100th Street Park Development (development driven)
Department Parks	

Funding Sources	2026	2027	2028	2029	2030
Tax Levy					
Bonded Debt					
State/Other Government Units					
Park Improvement Fund					
Park Trust Fund	800,000	700,000	500,000	500,000	500,000
Landscape Initiative					
Municipal Building					
Other:					
TOTAL	800,000	700,000	500,000	500,000	500,000
Project Expenses	2026	2027	2028	2029	2030
Land/Easements					
Engineering/Architect					
Admin/Legal					
Construction	800,000	700,000	500,000	500,000	500,000
Maintenance					
Other					
TOTAL	800,000	700,000	500,000	500,000	500,000
Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF COTTAGE GROVE
5 YEAR CAPITAL IMPROVEMENT BUDGET
2026-2030 CAPITAL IMPROVEMENT PROGRAM

Project Title Pine Coulee	Project Description 2027 - Court Replacement
Department Parks	

Funding Sources	2026	2027	2028	2029	2030
Tax Levy					
Bonded Debt					
State/Other Government Units					
Park Improvement Fund		20,000			
Park Trust Fund					
Landscape Initiative					
Municipal Building					
Other: Land Sale					
TOTAL	0	20,000	0	0	0

Project Expenses	2026	2027	2028	2029	2030
Land/Easements					
Engineering/Architect					
Admin/Legal					
Construction		20,000			
Maintenance					
Other					
TOTAL	0	20,000	0	0	0

Project Balance	\$	-	\$	-	\$	-	\$	-	\$	-
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CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2026-2030 CAPITAL IMPROVEMENT PROGRAM

Project Title Pine Tree Pond Park	Project description 2028 - Pine Tree Pond Park Improvements 2029 - Pine Tree Pond Court Replacement
Department Parks	

Funding Sources	2026	2027	2028	2029	2030
Tax Levy					
Bonded Debt					
State/Other Government Units					
Park Improvement Fund				30,000	
Park Trust Fund					
Landscape Initiative					
Municipal Building					
Other: 3M Settlement			500,000		
TOTAL	0	0	500,000	30,000	0
Project Expenses	2026	2027	2028	2029	2030
Land/Easements					
Engineering/Architect			50,000		
Admin/Legal					
Construction			450,000	30,000	
Maintenance					
Other					
TOTAL	0	0	500,000	30,000	0
Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2026-2030 CAPITAL IMPROVEMENT PROGRAM

Project Title Woodridge	Project description 2030 - Court Resurfacing
Department Parks	

Funding Sources	2026	2027	2028	2029	2030
Tax Levy					
Bonded Debt					
State/Other Government Units					
Park Improvement Fund					150,000
Park Trust Fund					
Landscape Initiative					
Municipal Building					
Other:					
TOTAL	0	0	0	0	150,000

Project Expenses	2026	2027	2028	2029	2030
Land/Easements					
Engineering/Architect					
Admin/Legal					
Construction					150,000
Maintenance					
Other					
TOTAL	0	0	0	0	150,000
Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2026-2030 CAPITAL IMPROVEMENT PROGRAM

Project Title Sports Lighting Improvements	Project Description 2026 - Hamlet Football/Soccer, Courts and Ice Rink 2027 - Lamar Park LED & Poles 2028 - Old CG Park Sports Lighting Replacement
Department Parks	

Funding Sources	2026	2027	2028	2029	2030
Tax Levy					
Bonded Debt					
State/Other Government Units					
Park Improvement Fund	355,000	350,000	35,000		
Park Trust Fund					
Landscape Initiative					
Municipal Building					
Other:					
TOTAL	355,000	350,000	35,000	-	-

Project Expenses	2026	2027	2028	2029	2030
Land/Easements					
Engineering/Architect					
Admin/Legal					
Construction	355,000	350,000	35,000		
Maintenance					
Other					
TOTAL	355,000	350,000	35,000	-	-

Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -
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CITY OF COTTAGE GROVE
5 YEAR CAPITAL IMPROVEMENT BUDGET
2026-2030 CAPITAL IMPROVEMENT PROGRAM

Project Title Highlands Park	Project Description Tennis Court Replacement
Department Facilities	

Funding Sources	2026	2027	2028	2029	2030
Tax Levy					
Bonded Debt					
State/Other Government Units					
Park Improvement Fund			100,000		
Park Trust Fund					
Landscape Initiative					
Municipal Building					
Other: Project Description					
TOTAL	-	-	100,000	-	-

Project Expenses	2026	2027	2028	2029	2030
Land/Easements					
Engineering/Architect					
Admin/Legal					
Construction			100,000		
Maintenance					
Other					
TOTAL	-	-	100,000	-	-

Project Balance	\$	-	\$	-	\$	-	\$	-	\$	-
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CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2026-2030 CAPITAL IMPROVEMENT PROGRAM

Project Title Ice Arena Capital Projects	Project Description 2026 - Zamboni Replacement (\$145,000) 2027 - Locker Room 7/8/9 Furnace (\$10,000), Floor Scrubber (\$15,000), Water Treatment System (\$100,000), Office & Interior Remodel (\$1,500,000), bond for remodel in 2028
Department Parks	2028 - Zamboni Replacement (\$145,000) 2029 - Commons Area Rooftop HVAC Unit (\$75,000), Steel Roof (\$500,000) 2030 - Office/Mezzanine Furnace Replacement (\$60,000)

Funding Sources	2026	2027	2028	2029	2030
Tax Levy					
Bonded Debt		1,500,000			
State/Other Government Units					
Park Improvement Fund					
Park Trust Fund					
Landscape Initiative					
Municipal Building					
Other: NorthPoint Naming Rights Fund and/or Operating Fund	145,000	125,000	145,000	575,000	60,000
TOTAL	145,000	1,625,000	145,000	575,000	60,000
Project Expenses	2026	2027	2028	2029	2030
Land/Easements					
Engineering/Architect		200,000			
Admin/Legal					
Construction	145,000	1,425,000	145,000	575,000	60,000
Maintenance					
Other					
TOTAL	145,000	1,625,000	145,000	575,000	60,000
Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2026-2030 CAPITAL IMPROVEMENT PROGRAM

Project Title Dunes Park	Project description 2027 - Infrastructure, Parking Lot, Trails, Boat Ramp 2028 - Recreation Facilities 2029 - Park Building
Department Parks	

Funding Sources	2026	2027	2028	2029	2030
Tax Levy					
Bonded Debt		2,000,000	1,500,000	7,000,000	
State/Other Government Units					
Park Improvement Fund					
Park Trust Fund					
Landscape Initiative					
Municipal Building					
Other: Grants		5,000,000	500,000		
TOTAL	0	7,000,000	2,000,000	7,000,000	0
Project Expenses	2026	2027	2028	2029	2030
Land/Easements					
Engineering/Architect		1,400,000	400,000	1,400,000	
Admin/Legal					
Construction		5,600,000	1,600,000	5,600,000	
Maintenance					
Other					
TOTAL	0	7,000,000	2,000,000	7,000,000	0
Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2026-2030 CAPITAL IMPROVEMENT PROGRAM

Project Title Picnic Shelters	Project Description 2030 - Nina's Park (\$30,000), Fabric Replacement: Hamlet, Highlands, Granada (\$30,000)
Department Parks	

Funding Sources	2026	2027	2028	2029	2030
Tax Levy					
Bonded Debt					
State/Other Government Units					
Park Improvement Fund					60,000
Park Trust Fund					
Landscape Initiative					
Municipal Building					
Other:					
TOTAL	-	-	-	-	60,000
Project Expenses	2026	2027	2028	2029	2030
Land/Easements					
Engineering/Architect					
Admin/Legal					
Construction					60,000
Maintenance					
Other					
TOTAL	-	-	-	-	60,000
Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2026-2030 CAPITAL IMPROVEMENT PROGRAM

Project Title Pine Tree Valley	Project Description 2030 - Ice Rink Board Replacement (\$150,000)
Department Public Works	

Funding Sources	2026	2027	2028	2029	2030
Tax Levy					
Bonded Debt					
State/Other Government Units					
Park Improvement Fund					150,000
Park Trust Fund					
Landscape Initiative					
Municipal Building					
Other: Utility Fund					
TOTAL	0	0	0	0	150,000

Project Expenses	2026	2027	2028	2029	2030
Land/Easements					
Engineering/Architect					
Admin/Legal					
Construction					150,000
Maintenance					
Other					
TOTAL	0	0	0	0	150,000
Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2026-2030 CAPITAL IMPROVEMENT PROGRAM

Project Title Bike Park	Project Description 2026 - Jump Line Improvements (\$75,000)
Department Parks	

Funding Sources	2026	2027	2028	2029	2030
Tax Levy					
Bonded Debt					
State/Other Government Units					
Park Improvement Fund	75,000				
Park Trust Fund					
Landscape Initiative					
Municipal Building					
Other:					
TOTAL	75,000	0	0	0	0
Project Expenses	2026	2027	2028	2029	2030
Land/Easements					
Engineering/Architect					
Admin/Legal					
Construction	75,000				
Maintenance					
Other					
TOTAL	75,000	0	0	0	0
Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF COTTAGE GROVE
5 YEAR CAPITAL IMPROVEMENT BUDGET
2026-2030 CAPITAL IMPROVEMENT PROGRAM

Project Title	Project Description
Department Parks?	

Funding Sources	2026	2027	2028	2029	2030
Tax Levy					
Bonded Debt					
State/Other Government Units					
Park Improvement Fund					
Park Trust Fund					
Landscape Initiative					
Municipal Building	178,950	142,100	250,850	219,900	446,171
Other:					
TOTAL	178,950	142,100	250,850	219,900	446,171
Project Expenses	2026	2027	2028	2029	2030
Land/Easements					
Engineering/Architect					
Admin/Legal					
Construction					
Maintenance	178,950	142,100	250,850	219,900	446,171
Other					
TOTAL	178,950	142,100	250,850	219,900	446,171
Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF COTTAGE GROVE
5 YEAR CAPITAL IMPROVEMENT BUDGET
2026-2030 CAPITAL IMPROVEMENT PROGRAM

Project Title	Project description
Department Parks?	

Funding Sources	2026	2027	2028	2029	2030
Tax Levy					
Bonded Debt					
State/Other Government Units					
Park Improvement Fund					
Park Trust Fund					
Landscape Initiative					
Municipal Building	33,183	76,580	70,364		2,325
Other:					
TOTAL	33,183	76,580	70,364	0	2,325

Project Expenses	2026	2027	2028	2029	2030
Land/Easements					
Engineering/Architect					
Admin/Legal					
Construction					
Maintenance	33,183	76,580	70,364		2,325
Other					
TOTAL	33,183	76,580	70,364	0	2,325

Project Balance	\$	-	\$	-	\$	-	\$	-	\$	-
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CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2026-2030 CAPITAL IMPROVEMENT PROGRAM

Project Title	Project description water heater garage doors and flooring roof
Department Parks?	

Funding Sources	2026	2027	2028	2029	2030
Tax Levy					
Bonded Debt					
State/Other Government Units					
Park Improvement Fund					
Park Trust Fund					
Landscape Initiative					
Municipal Building		12,000	85,000	800,000	
Other: LOST					
TOTAL	0	12,000	85,000	800,000	0
Project Expenses	2026	2027	2028	2029	2030
Land/Easements					
Engineering/Architect					
Admin/Legal					
Construction					
Maintenance		12,000	85,000	800,000	60,000
Other					
TOTAL	0	12,000	85,000	800,000	60,000
Project Balance	\$ -	\$ -	\$ -	\$ -	\$ (60,000)

CITY OF COTTAGE GROVE
5 YEAR CAPITAL IMPROVEMENT BUDGET
2026-2030 CAPITAL IMPROVEMENT PROGRAM

ALL TRANSPORTATION AND PUBLIC WORKS PROJECTS

Funding Sources	2026	2027	2028	2029	2030
Tax Levy	\$ -	\$ -	\$ -	\$ -	\$ -
Bonded Debt	\$ 2,420,000	\$ 5,566,250	\$ 6,243,750	\$ 7,245,000	\$ 8,834,000
State of Minnesota/MSA	\$ 10,308,894	\$ -	\$ 1,800,000	\$ -	\$ 5,875,000
Washington County	\$ 2,250,000	\$ 2,971,250	\$ 1,098,750	\$ -	\$ 4,075,000
Federal/Grant Funding	\$ 8,352,000	\$ 19,000,000	\$ 19,000,000	\$ -	\$ 120,433,000
Area Funds	\$ 1,293,000	\$ 3,220,000	\$ 3,220,000	\$ 784,000	\$ 1,748,000
Utility Funds	\$ 2,381,382	\$ 2,339,500	\$ 2,320,000	\$ 2,079,000	\$ 1,605,000
Assessments/Developer Fees	\$ 5,011,643	\$ 1,200,000	\$ 2,520,000	\$ 1,869,000	\$ 1,756,000
Other:	\$ 38,628,342	\$ 32,259,192	\$ 14,691,830	\$ 6,634,766	\$ 2,392,000
TOTAL	70,645,261	66,556,192	50,894,330	18,611,766	146,718,000

Project Expenses	2026	2027	2028	2029	2030
Land/Easements/Utility Relocation	\$ 845,000	\$ 4,845,000	\$ -	\$ -	\$ 250,000
Engineering/Architect	\$ 14,106,073	\$ 10,000,039	\$ 7,916,766	\$ 3,655,754	\$ 23,921,000
Admin/Legal	\$ -	\$ -	\$ -	\$ -	\$ 104,000
Construction	\$ 52,548,288	\$ 49,044,653	\$ 40,505,564	\$ 12,369,012	\$ 119,738,000
Maintenance	\$ 1,239,000	\$ 1,292,000	\$ 1,348,000	\$ 1,407,000	\$ 1,466,000
Other	\$ 1,019,000	\$ 1,070,000	\$ 1,124,000	\$ 1,180,000	\$ 1,239,000
TOTAL	69,757,361	66,251,692	50,894,330	18,611,766	146,718,000

Project Balance	\$ 887,900	\$ 304,500	\$ -	\$ -	\$ -
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CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2026-2030 CAPITAL IMPROVEMENT PROGRAM

Project Title Roadway Maintenance	Project Description Annual maintenance including: 4 miles of mill & overlay Concrete removal & replacement (2% per year) 6 miles trail maintenance (crack seal/foq seal) 2 miles trail reconstruction
Department Public Works	

Funding Sources	2026	2027	2028	2029	2030
Tax Levy					
Bonded Debt					
State of Minnesota/MSA					
Washington County					
Federal/Grant Funding					
Area Funds					
Utility Funds	3,000	14,000	10,000	11,000	15,000
Assessments/Developer Fees					
Other: Maintenance Fund	1,976,000	2,064,000	2,173,000	2,281,000	2,392,000
TOTAL	1,979,000	2,078,000	2,183,000	2,292,000	2,407,000

Project Expenses	2026	2027	2028	2029	2030
Land/Easements/Utility Relocation					
Engineering/Architect	166,000	174,000	183,000	192,000	202,000
Admin/Legal					
Sealcoating Contract/Rock					
Maintenance	794,000	834,000	876,000	920,000	966,000
Other: Mill and Overlay	1,019,000	1,070,000	1,124,000	1,180,000	1,239,000
TOTAL	1,979,000	2,078,000	2,183,000	2,292,000	2,407,000
Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2026-2030 CAPITAL IMPROVEMENT PROGRAM

Project Title Pavement Management (includes ADA improvements)	Project Description 2026 - Thompson Grove Estates 11th Add, south part Woodridge Park Add (W of Jamaica) 2027 - East Point Douglas (Inwood to CDS), Kingsborough Trail 2028 - Thompson Grove Estates 12 Add, north part Woodridge Park Add (W of Jamaica) 2029 - Thompson Grove Estates and Hillside Trail 2030 - Pine Glen, Cottage Grove Estates
Department Public Works	

Funding Sources	2026	2027	2028	2029	2030
Tax Levy					
Bonded Debt	2,420,000	2,945,000	2,668,000	4,485,000	7,036,000
State of Minnesota/MSA					
Washington County					
Federal/Grant Funding					
Area Funds					
Utility Funds	995,000	563,000	1,098,000	1,581,000	1,090,000
Assessments/Developer Fees					
Other:					
TOTAL	3,415,000	3,508,000	3,766,000	6,066,000	8,126,000
Project Expenses	2026	2027	2028	2029	2030
Land/Easements/Utility Relocation					
Engineering/Architect	683,000	702,000	753,000	1,213,000	1,625,000
Admin/Legal					
Construction	2,732,000	2,806,000	3,013,000	4,853,000	6,501,000
Maintenance					
Other					
TOTAL	3,415,000	3,508,000	3,766,000	6,066,000	8,126,000
Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2026-2030 CAPITAL IMPROVEMENT PROGRAM

Project Title CSAH 19 and TH 61	Project Description 2026-2028 - County 19A & 100th Street Realignment Project \$680,000 in engineering costs in 2025, \$430,000 City/\$250,000 County
Department Public Works	
	2029 - Reconstruction/realignment of bridge/overpass over Highway 61 at County Rd 19

Funding Sources	2026	2027	2028	2029	2030
Tax Levy					
Bonded Debt		2,621,250	198,750		
State of Minnesota/MSA					4,075,000
Washington County	250,000	2,971,250	728,750		4,075,000
Federal/Grant Funding		19,000,000	19,000,000		14,033,000
Area Funds		3,150,000	3,150,000		
Utility Funds					
Assessments/Developer Fees					717,000
Other: ED Trust	250,000				
TOTAL	500,000	27,742,500	23,077,500	0	22,900,000

Project Expenses	2026	2027	2028	2029	2030
Land/Easements/Utility Relocation		4,845,000			
Engineering/Architect	500,000	2,395,000	2,575,000		
Admin/Legal					
Construction		20,502,500	20,502,500		22,900,000
Maintenance					
Other					
TOTAL	500,000	27,742,500	23,077,500	0	22,900,000

Project Balance	\$	-	\$	-	\$	-	\$	-	\$	-
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CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2026-2030 CAPITAL IMPROVEMENT PROGRAM

Project Title Ravine Parkway - Shoppes at Cottage View	Project Description 2026 - Phase 1 - EPD tto first intersection & hotel access 2028 - Phase 2 - First access to Roundabout 2029 - Phase 3 - Roundabout to CSAH 19 2030 - Phase 4 - North of Roundabout
Department Public Works	*includes 8% inflation adjustment above Feasibility Report costs * Money to be used by August 31, 2030

Funding Sources	2026	2027	2028	2029	2030
Tax Levy					
Bonded Debt			377,000	2,760,000	860,000
State of Minnesota/MSA			1,000,000		
Washington County					
Federal/Grant Funding	3,000,000				
Area Funds	1,223,000			714,000	222,000
Utility Funds					
Assessments/Developer Fees			1,150,000	869,000	271,000
Other:					
TOTAL	4,223,000	-	2,527,000	4,343,000	1,353,000

Project Expenses	2026	2027	2028	2029	2030
Land/Easements/Utility Relocat	845,000				
Engineering/Architect			506,000	1,080,000	336,000
Admin/Legal					
Construction	3,378,000		2,021,000	3,263,000	1,017,000
Maintenance					
Other					
TOTAL	4,223,000	-	2,527,000	4,343,000	1,353,000
Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2026-2030 CAPITAL IMPROVEMENT PROGRAM

Project Title Ravine Parkway	Project Description 2026 - Ravara Trails (Tank/Brier) 2027 - 2029: Tank North, Tank South, Geis, Goebel 2030 - Kemp
Department Public Works	

Funding Sources	2026	2027	2028	2029	2030
Tax Levy					
Bonded Debt					
State of Minnesota/MSA					200,000
Washington County					
Federal/Grant Funding					
Area Funds					
Utility Funds					
Assessments/Developer Fees	2,800,000	1,200,000	1,000,000	1,000,000	
Other: Interfund Loan	400,000				
TOTAL	3,200,000	1,200,000	1,000,000	1,000,000	200,000

Project Expenses	2026	2027	2028	2029	2030
Land/Easements/Utility Relocation					
Engineering/Architect	1,100,000	400,000	300,000	300,000	30,000
Admin/Legal					
Construction	2,100,000	800,000	700,000	700,000	170,000
Maintenance					
Other					
TOTAL	3,200,000	1,200,000	1,000,000	1,000,000	200,000
Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2026-2030 CAPITAL IMPROVEMENT PROGRAM

Project Title 80th Street Reconstruction	Project Description 2026 - 80th Street (Ideal to Hwy 61) & East Point Douglas Road (80th Street to T-Intersection) - Includes pavement replacement, spot curb replacement, signal replacement and upgrades, ADA improvements, landscaping, trail replacement and MnDOT interchange improvements. State of Minnesota/MSA includes \$2,934,868 in City MSA and \$5,286,026 in MnDOT/County funding for interchange improvements.
Department Public Works	

Funding Sources	2026	2027	2028	2029	2030
Tax Levy					
Bonded Debt					
State of Minnesota/MSA	8,220,894				
Washington County					
Federal/Grant Funding	5,000,000				
Area Funds					
Utility Funds	50,482				
Assessments/Developer Fees	2,211,643				
Other: TIF 1-12	1,807,150				
TOTAL	17,290,169	0	0	0	0

Project Expenses	2026	2027	2028	2029	2030
Land/Easements/Utility Relocation					
Engineering/Architect	3,458,034				
Admin/Legal					
Construction	13,832,135				
Maintenance					
Other					
TOTAL	17,290,169	0	0	0	0

Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -
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CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2026-2030 CAPITAL IMPROVEMENT PROGRAM

Project Title 80th Street & Keats Avenue Roundabout	Project Description Installation of a roundabout at 80th Street and Keats Avenue, County led project
Department Public Works	

Funding Sources	2026	2027	2028	2029	2030
Tax Levy					
Bonded Debt					
State of Minnesota/MSA	2,000,000				
Washington County	2,000,000				
Federal/Grant Funding					
Area Funds					
Utility Funds					
Assessments/Developer Fees					
Other: ED Trust/Park Trust (\$130k)					
TOTAL	4,000,000	-	-	-	-
Project Expenses	2026	2027	2028	2029	2030
Land/Easements/Utility Relocation					
Engineering/Architect	800,000				
Admin/Legal					
Construction	3,200,000				
Maintenance					
Other					
TOTAL	4,000,000	-	-	-	-
Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2026-2030 CAPITAL IMPROVEMENT PROGRAM

Project Title Harkness Ave Reconstruction	Project description Reconstruct Harkness Avenue to an urban section with utilities, from Oakwood Park to the north Hardwood Ave intersection.
Department Public Works	

Funding Sources	2026	2027	2028	2029	2030
Tax Levy					
Bonded Debt					938,000
State of Minnesota/MSA					
Washington County					
Federal/Grant Funding					
Area Funds					1,456,000
Utility Funds					
Assessments/Developer Fees					768,000
Other:					
TOTAL	0	0	0	0	3,162,000

Project Expenses	2026	2027	2028	2029	2030
Land/Easements/Utility Relocation					250,000
Engineering/Architect		0			728,000
Admin/Legal					104,000
Construction					2,080,000
Maintenance					
Other					
TOTAL	0	0	0	0	3,162,000
Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2026-2030 CAPITAL IMPROVEMENT PROGRAM

Project Title Jamaica Ave	Project Description 2028 - Cost share of reconstruction of Jamaica Ave from Rose of Sharon Church to Military Road to
Department Public Works	

Funding Sources	2026	2027	2028	2029	2030
Tax Levy					
Bonded Debt			3,000,000		
State of Minnesota/MSA					
Washington County					
Federal/Grant Funding					
Area Funds					
Utility Funds					
Assessments/Developer Fees					
Other:					
TOTAL	0	0	3,000,000	0	0

Project Expenses	2026	2027	2028	2029	2030
Land/Easements/Utility Relocation					
Engineering/Architect					
Admin/Legal					
Construction			3,000,000		
Maintenance					
Other					
TOTAL	0	0	3,000,000	0	0
Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2026-2030 CAPITAL IMPROVEMENT PROGRAM

Project Title 103rd St Railroad Bridge	Project Description 2026 & 2027 - 103rd St Bridge Feasibility Study 2028 - 103rd St Bridge Preliminary & Final Design 2030 - Reconstruct 103rd Street railroad bridge Post 2030 - Grey Cloud Trail Bridge Reconstruction
Department Public Works	

Funding Sources	2026	2027	2028	2029	2030
Tax Levy					
Bonded Debt					
State of Minnesota/MSA			800,000		1,600,000
Washington County					
Federal/Grant Funding					6,400,000
Area Funds					
Utility Funds					
Assessments/Developer Fees					
Other: Future Projects	150,000	150,000			
TOTAL	150,000	150,000	800,000	0	8,000,000
Project Expenses	2026	2027	2028	2029	2030
Land/Easements/Utility Relocation					
Engineering/Architect	150,000	150,000	800,000		1,000,000
Admin/Legal					
Construction					7,000,000
Maintenance					
Other					
TOTAL	150,000	150,000	800,000	0	8,000,000
Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2026-2030 CAPITAL IMPROVEMENT PROGRAM

Project Title Traffic Signals	Project Description 2027 - 80th/Jamaica, Keats/Indian Blvd
Department Public Works	

Funding Sources	2026	2027	2028	2029	2030
Tax Levy					
Bonded Debt					
State of Minnesota/MSA					
Washington County			370,000		
Federal/Grant Funding					
Area Funds					
Utility Funds			740,000		
Assessments/Developer Fees			370,000		
Other: 1-12 TIF District					
TOTAL	0	0	1,480,000	0	0
Project Expenses	2026	2027	2028	2029	2030
Land/Easements/Utility Relocation					
Engineering/Architect			296,000		
Admin/Legal					
Construction			1,184,000		
Maintenance					
Other					
TOTAL	0	0	1,480,000	0	0
Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2026-2030 CAPITAL IMPROVEMENT PROGRAM

Project Title East Ravine District	Project Description As residential development occurs in the East Ravine, various infrastructure will be constructed to support the new housing. This infrastructure will be paid for by developers either through City financed construction supported by assessments or by Developer constructed of same.
Department Public Works	

Funding Sources	2026	2027	2028	2029	2030
Tax Levy					
Bonded Debt					
State of Minnesota/MSA					
Washington County					
Federal/Grant Funding					
Area Funds	50,000	50,000	50,000	50,000	50,000
Utility Funds					
Assessments/Developer Fees					
Other:					
TOTAL	50,000	50,000	50,000	50,000	50,000

Project Expenses	2026	2027	2028	2029	2030
Land/Easements/Utility Relocation					
Engineering/Architect					
Admin/Legal					
Construction	50,000	50,000	50,000	50,000	50,000
Maintenance					
Other					
TOTAL	50,000	50,000	50,000	50,000	50,000

Project Balance	\$	-	\$	-	\$	-	\$	-	\$	-
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CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2026-2030 CAPITAL IMPROVEMENT PROGRAM

Project Title Industrial Park Water Tower	Project description Post 2030 - East Ravine Water Tower
Department Public Works	

Funding Sources	2026	2027	2028	2029	2030
Tax Levy					
Bonded Debt					
State of Minnesota/MSA					
Washington County					
Federal/Grant Funding					
Area Funds					
Utility Funds					
Assessments/Developer Fees					
Other:					
TOTAL	0	0	0	0	0

Project Expenses	2026	2027	2028	2029	2030
Land/Easements/Utility Relocation					
Engineering/Architect					
Admin/Legal					
Construction					
Maintenance					
Other					
TOTAL	0	0	0	0	0
Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2026-2030 CAPITAL IMPROVEMENT PROGRAM

Project Title Water Tower Painting/Rehab	Project Description 2027 - Pine Hill Water Tower
Department Public Works	

Funding Sources	2026	2027	2028	2029	2030
Tax Levy					
Bonded Debt					
State of Minnesota/MSA					
Washington County					
Federal/Grant Funding					
Area Funds					
Utility Funds		1,000,000			
Assessments/Developer Fees					
Other: Newport					
TOTAL	-	1,000,000	-	-	-

Project Expenses	2026	2027	2028	2029	2030
Land/Easements/Utility Relocation					
Engineering/Architect		170,000			
Admin/Legal					
Construction		830,000			
Maintenance					
Other					
TOTAL	-	1,000,000	-	-	-

Project Balance	\$	-	\$	-	\$	-	\$	-	\$	-
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CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2026-2030 CAPITAL IMPROVEMENT PROGRAM

Project Title Annual well maintenance	Project Description Each year a well is 'pulled' for inspection and repair of the pump and other vital parts.
Department Public Works	

Funding Sources	2026	2027	2028	2029	2030
Tax Levy					
Bonded Debt					
State of Minnesota/MSA					
Washington County					
Federal/Grant Funding					
Area Funds					
Utility Funds	90,000	93,000	96,000	99,000	102,000
Assessments/Developer Fees					
Other:					
TOTAL	90,000	93,000	96,000	99,000	102,000

Project Expenses	2026	2027	2028	2029	2030
Land/Easements/Utility Relocation					
Engineering/Architect					
Admin/Legal					
Construction					
Maintenance	90,000	93,000	96,000	99,000	102,000
Other					
TOTAL	90,000	93,000	96,000	99,000	102,000

Project Balance	\$	-	\$	-	\$	-	\$	-	\$	-
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CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2026-2030 CAPITAL IMPROVEMENT PROGRAM

Project Title SCADA & Well Upgrades	Project Description 2026 - IZWTP Watermain Replacement (\$476,900) and Wells 3/10 Electrical Upgrades(\$420,000) 2027 - IZWTP Well SCADA Upgrades
Department	

Funding Sources	2026	2027	2028	2029	2030
Tax Levy					
Bonded Debt					
State of Minnesota/MSA					
Washington County					
Federal/Grant Funding					
Area Funds					
Utility Funds	887,900	304,500			
Assessments/Developer Fees					
Other: Roadway Maintenance					
TOTAL	887,900	304,500	0	0	0
Project Expenses	2026	2027	2028	2029	2030
Land/Easements/Utility Relocation					
Engineering/Architect					
Admin/Legal					
Construction					
Maintenance					
Other					
TOTAL	0	0	0	0	0
Project Balance	\$ 887,900	\$ 304,500	\$ -	\$ -	\$ -

CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2026-2030 CAPITAL IMPROVEMENT PROGRAM

Project Title Water System	Project description 2029 - Water Softening (\$70,000,000 Intermediate Plant; \$30,000,000 Low Plant)
Department Public Works	

Funding Sources	2026	2027	2028	2029	2030
Tax Levy					
Bonded Debt					
State of Minnesota/MSA					
Washington County					
Federal/Grant Funding					100,000,000
Area Funds					
Utility Funds					
Assessments/Developer Fees					
Other:					
TOTAL	0	0	0	0	100,000,000
Project Expenses	2026	2027	2028	2029	2030
Land/Easements/Utility Relocation					
Engineering/Architect					20,000,000
Admin/Legal					
Construction					80,000,000
Maintenance					
Other					
TOTAL	0	0	0	0	100,000,000
Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2026-2030 CAPITAL IMPROVEMENT PROGRAM

Project Title 3M Settlement Implementation	Project Description 2026-2029 - Intermediate Zone Water Treatment Plant - \$90,135,600 2026 - Intermediate Zone Raw Water Line - \$3,000,000 2026 - Well 1 & Well 2 Decommissioning - \$1,000,000
Department Public Works	2029 - Wells 3, 7, and 8 Interim Treatment Plant Decommissioning- \$1,500,000

Funding Sources	2026	2027	2028	2029	2030
Tax Levy					
Bonded Debt					
State of Minnesota/MSA					
Washington County					
Federal/Grant Funding					
Area Funds					
Utility Funds					
Assessments/Developer Fees					
Other: 3M Settlement	34,045,192	30,045,192	12,518,830	4,003,766	
TOTAL	34,045,192	30,045,192	12,518,830	4,003,766	0

Project Expenses	2026	2027	2028	2029	2030
Land/Easements/Utility Relocation					
Engineering/Architect	6,809,039	6,009,039	2,503,766	800,754	
Admin/Legal					
Construction	27,236,153	24,036,153	10,015,064	3,203,012	
Maintenance					
Other					
TOTAL	34,045,192	30,045,192	12,518,830	4,003,766	0
Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2026-2030 CAPITAL IMPROVEMENT PROGRAM

Project Title Trunk Utility Oversizing	Project Description Trunk oversizing of water and sewer facilities as part of development projects
Department Public Works	

Funding Sources	2026	2027	2028	2029	2030
Tax Levy					
Bonded Debt					
State of Minnesota/MSA					
Washington County					
Federal/Grant Funding					
Area Funds	20,000	20,000	20,000	20,000	20,000
Utility Funds					
Assessments/Developer Fees					
Other:					
TOTAL	20,000	20,000	20,000	20,000	20,000

Project Expenses	2026	2027	2028	2029	2030
Land/Easements/Utility Relocation					
Engineering/Architect					
Admin/Legal					
Construction	20,000	20,000	20,000	20,000	20,000
Maintenance					
Other					
TOTAL	20,000	20,000	20,000	20,000	20,000

Project Balance	\$	-	\$	-	\$	-	\$	-	\$	-
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CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2026-2030 CAPITAL IMPROVEMENT PROGRAM

Project Title Stormwater maintenance	Project Description Annual costs of pond and structure maintenance for City Stormwater system.
Department Public Works	

Funding Sources	2026	2027	2028	2029	2030
Tax Levy					
Bonded Debt					
State of Minnesota/MSA					
Washington County					
Federal/Grant Funding					
Area Funds					
Utility Funds	205,000	210,000	217,000	224,000	230,000
Assessments/Developer Fees					
Other:					
TOTAL	205,000	210,000	217,000	224,000	230,000

Project Expenses	2026	2027	2028	2029	2030
Land/Easements/Utility Relocation					
Engineering/Architect					
Admin/Legal					
Construction					
Maintenance	205,000	210,000	217,000	224,000	230,000
Other					
TOTAL	205,000	210,000	217,000	224,000	230,000

Project Balance	\$	-	\$	-	\$	-	\$	-	\$	-
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CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2026-2030 CAPITAL IMPROVEMENT PROGRAM

Project Title Annual sewer line maintenance/spot sliplining	Project Description
Department Public Works	

Funding Sources	2026	2027	2028	2029	2030
Tax Levy					
Bonded Debt					
State of Minnesota/MSA					
Washington County					
Federal/Grant Funding					
Area Funds					
Utility Funds	50,000	52,000	53,000	55,000	56,000
Assessments/Developer Fees					
Other:					
TOTAL	50,000	52,000	53,000	55,000	56,000

Project Expenses	2026	2027	2028	2029	2030
Land/Easements/Utility Relocation					
Engineering/Architect					
Admin/Legal					
Construction					
Maintenance	50,000	52,000	53,000	55,000	56,000
Other					
TOTAL	50,000	52,000	53,000	55,000	56,000

Project Balance	\$	-	\$	-	\$	-	\$	-	\$	-
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CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2026-2030 CAPITAL IMPROVEMENT PROGRAM

Project Title Streetlight system improvements	Project Description Annual cost to refurbish and upgrade the City Streetlight infrastructure.
Department Public Works	

Funding Sources	2026	2027	2028	2029	2030
Tax Levy					
Bonded Debt					
State of Minnesota/MSA					
Washington County					
Federal/Grant Funding					
Area Funds					
Utility Funds	100,000	103,000	106,000	109,000	112,000
Assessments/Developer Fees					
Other:					
TOTAL	100,000	103,000	106,000	109,000	112,000

Project Expenses	2026	2027	2028	2029	2030
Land/Easements/Utility Relocation					
Engineering/Architect					
Admin/Legal					
Construction					
Maintenance	100,000	103,000	106,000	109,000	112,000
Other					
TOTAL	100,000	103,000	106,000	109,000	112,000
Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2026-2030 CAPITAL IMPROVEMENT PROGRAM

Project Title Pedestrian Improvements	Project description 2029 - Install Pedestrian Crossing Infrastructure, including Rectangular Rapid Flashing Beacon and marked crosswalk: 80th Street at Pinetree Valley Park and Pinetree Pond Park (\$300,000), and Hadlev Avenue at 92nd Street (\$50.000)
Department Public Works	

Funding Sources	2026	2027	2028	2029	2030
Tax Levy					
Bonded Debt					
State of Minnesota/MSA					
Washington County					
Federal/Grant Funding					
Area Funds					
Utility Funds					
Assessments/Developer Fees					
Other: Grants				350,000	
TOTAL	0	0	0	350,000	0
Project Expenses	2026	2027	2028	2029	2030
Land/Easements/Utility Relocation					
Engineering/Architect				70,000	
Admin/Legal					
Construction				280,000	
Maintenance					
Other					
TOTAL	0	0	0	350,000	0
Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2026-2030 CAPITAL IMPROVEMENT PROGRAM

Project Title Safe Streets and Roads for All (SS4A)	Project Description Develop a Safe Street and Roads for All plan
Department Public Works	

Funding Sources	2026	2027	2028	2029	2030
Tax Levy					
Bonded Debt					
State of Minnesota/MSA	88,000				
Washington County					
Federal/Grant Funding	352,000				
Area Funds					
Utility Funds					
Assessments/Developer Fees					
Other:					
TOTAL	440,000	-	-	-	-

Project Expenses	2026	2027	2028	2029	2030
Land/Easements/Utility Relocation					
Engineering/Architect	440,000				
Admin/Legal					
Construction					
Maintenance					
Other					
TOTAL	440,000	-	-	-	-

Project Balance	\$	-	\$	-	\$	-	\$	-	\$	-
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Bond Issuance Amounts Identified in 2026-2030 CIP

Project	2026	2027	2028	2029	2030	Total
Pavement Management	2,420,000	3,045,000	2,668,000	4,585,000	7,136,000	19,854,000
CSAH 19 & TH 61		2,621,250	198,750			2,820,000
Shoppes at Cottage View			377,000	2,760,000	860,000	3,997,000
Harkness Avenue					938,000	938,000
Jamaica (Rose of Sharon to Military)			3,000,000			3,000,000
Oltman-lacrosse complex&parking lot	2,300,000					2,300,000
Kingston Park		5,000,000				5,000,000
Ice Arena			1,500,000			1,500,000
Dunes Park		2,000,000	1,500,000	7,000,000		10,500,000
Equipment	1,310,000	345,000				1,655,000
Total Bonds	6,030,000	13,011,250	9,243,750	14,345,000	8,934,000	51,564,000

Bond Issuance Amounts Identified in FMP	
2020	100
2021	100
2022	100
2023	100
2024	100
2025	100
2026	100
2027	100
2028	100
2029	100
2030	100
2031	100
2032	100
2033	100
2034	100
2035	100
2036	100
2037	100
2038	100
2039	100
2040	100
2041	100
2042	100
2043	100
2044	100
2045	100
2046	100
2047	100
2048	100
2049	100
2050	100
2051	100
2052	100
2053	100
2054	100
2055	100
2056	100
2057	100
2058	100
2059	100
2060	100
2061	100
2062	100
2063	100
2064	100
2065	100
2066	100
2067	100
2068	100
2069	100
2070	100
2071	100
2072	100
2073	100
2074	100
2075	100
2076	100
2077	100
2078	100
2079	100
2080	100
2081	100
2082	100
2083	100
2084	100
2085	100
2086	100
2087	100
2088	100
2089	100
2090	100
2091	100
2092	100
2093	100
2094	100
2095	100
2096	100
2097	100
2098	100
2099	100
2100	100

Project	2026	2027	2028	2029	2030	Total
Pavement Management	2,420,000	3,045,000	2,668,000	3,918,000	6,229,000	18,280,000
CSAH 19 & TH 61		2,621,250	198,750			2,820,000
Shoppes at Cottage View			377,000	2,760,000	860,000	3,997,000
Harkness Avenue					938,000	938,000
Jamaica (Rose of Sharon to Military)			3,000,000			3,000,000
Oltman-lacrosse complex&parking lot	2,300,000					2,300,000
Kingston Park		5,000,000				5,000,000
Ice Arena						-
Dunes Park						-
Equipment	1,310,000	345,000				1,655,000
Total Bonds	6,030,000	11,011,250	6,243,750	6,678,000	8,027,000	37,990,000

CIP Under/(Over) FMP	-	(2,000,000)	(3,000,000)	(7,667,000)	(907,000)	(13,574,000)
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