



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

August 20, 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 Regular Meeting Minutes (2025-07-16)
Staff Recommendation: Approve the July 16, 2025, City Council Regular Meeting Minutes.
 - B Planning Commission Meeting Minutes (2025-05-19)
Staff Recommendation: Accept and place on file the minutes from the May 19, 2025, Planning Commission Meeting.
 - C Massage Therapist License - Mary Denise Seifert
Staff Recommendation: Authorize issuance of a Massage Therapist License to Mary Denise Seifert to work at The Healing Place (8617 West Point Douglas Road).
 - D Response to Open Forum Question (8-6-2025)
Staff Recommendation: Receive the response to the City Council open forum inquiry on August 6, 2025.
 - E Rental License Approvals
Staff Recommendation: Approve the issuance of rental licenses to the properties listed in the attached table.
 - F Water Tower Antenna Lease 2nd Amendment - AT&T Pinehill Water Tower Site
Staff Recommendation: Approve the 2nd Amendment to the Amended and Restated Site Lease Agreement with AT&T at the Pinehill Water Tower Site.
 - G 80th St & East Pt Douglas Road Rehabilitation - Authorize Preparation of Plans & Specifications
Staff Recommendation: Adopt Resolution 2025-115 authorizing preparation of plans and specifications for the 80th Street (TH 61 to Ideal Ave), East Point Douglas Road (80th Street south to tee intersection), and TH 61/80th Street Interchange Rehabilitation project.
 - H Lamar Ave Ravine Easements
Staff Recommendation: Approve the two Permanent and three Temporary Easements along Lamar Avenue.
 - I Almar Village Parking - Encroachment Agreement
Staff Recommendation: Approve the Encroachment Agreement for Almar Village Parking and appropriate officials are hereby authorized to sign the Encroachment Agreement to effectuate this action.

- J 2025 Sewer Lining Change Order #1
Staff Recommendation: Approve Change Order No. 1 to adjust the project substantial and final completion dates to October 17, 2025 and November 7, 2025, respectively.
- K Salt Spreader Controls Purchase
Staff Recommendation: Authorize staff to place the order for the Salt Spreader Controls for a total of \$208,008 from Towmaster Truck Equipment.
- L Declaring the Official Intent to Bond for the Oltman Park Project
Staff Recommendation: Approve Resolution 2025-117, Declaring the official intent to bond for the Oltman Park Project
- M Intrepid Fiber Agreement
Staff Recommendation: Approve the Agreement with Intrepid Fiber.

8 Approve Disbursements

- A Approve Disbursements
Staff Recommendation: Approve disbursements from 08-01-2025 to 08-14-2025 in the amount of \$3,719,117.56.

9 Public Hearings

- A Public Hearing for issuance of conduit multifamily housing revenue bonds-Real Estate Equities, LLC
Staff Recommendation: 1) Hold a Public Hearing on the Housing Program, the Bonds, and the Interim Loan. 2) Adopt Resolution, 2025-118, Adopting the Housing Program, approving a public hearing, authorizing an interim loan and the issuance of a taxable interim note for a multifamily housing development, and approving and authorizing execution of documents.

10 Bid Awards

11 Regular Agenda

- A 61 Marine & Sports – Conditional Use Permit and Site Plan Review
Staff Recommendation: 1) Adopt Resolution 2025-110 approving a Conditional Use Permit for the display, hire, service, rental, leasing, and/or sales of boats and recreational vehicles conducted outside a building with servicing conducted within a building at 61 Marine & Sports, 11730 Point Douglas Drive South. 2) Adopt Resolution 2025-111 approving a Site Plan Review to construct a 4,000 square foot building addition for boat servicing at 61 Marine & Sports, 11730 Point Douglas Drive South.
- B Cedarhurst – Historic Conditional Use Permits, Zoning Amendments, Site Plan Review, and Business Subsidy Agreement
Staff Recommendation: 1) Adopt Ordinance No. 1103 to approve a Zoning Amendment to rezone the property at 6940 Keats Avenue South from AG-2, Agricultural to M-U, Mixed-Use. 2) Adopt Resolution 2025-112 to approve a Historical Conditional Use Permit to operate an event center/wedding venue on the Cedarhurst Mansion property located at 6940 Keats Avenue South, which is on the National Register of Historic Places and the City's Register of Historic Sites and Landmarks. 3) Adopt Resolution 2025-113 to approve a Site Plan Review for improvements to the site and the Mansion and an addition to the Mansion located at 6940 Keats Avenue South for use as a wedding and event center. 4) Adopt Ordinance No. 1104 to approve a Zoning Amendment to rezone the property at 9912 70th Street South from AG-2, Agricultural, to R-3, Single Family Residential. 5) Adopt Resolution 2025-114 to approve a Historical Conditional Use Permit to use the Gardener's Cottage property located at 9912 70th Street South in conjunction with the commercial event/wedding venue on the adjacent parcel at 6940 Keats Avenue South. 6) Approve the business subsidy agreement with Bellagala to provide a business subsidy for \$37,275.00 for up to 15 SAC units.
- C Ordinance Amendment City Code 5-1-3 (Paraphernalia Definitions)
Staff Recommendation: Provide direction on the ordinance amendment.

12 Council Comments and Requests

13 Workshops - Open to Public

A 2026-2027 Budget Workshop

Staff Recommendation: Provide feedback regarding 2026 Property Tax Levy and Budget Communications

14 Workshops - Closed to Public

15 Adjournment



City Council Action Request

7.A.

Meeting Date	8/20/2025		
Department	Administration		
Agenda Category	Action Item		
Title	City Council Regular Meeting Minutes (2025-07-16)		
Staff Recommendation	Approve the July 16, 2025, City Council Regular Meeting Minutes.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>2025-07-16 City Council Meeting</td></tr></table>	1.	2025-07-16 City Council Meeting
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COTTAGE GROVE CITY COUNCIL

12800 RAVINE PARKWAY SOUTH

COTTAGE GROVE, MN 55016

COUNCIL CHAMBER - 7:00 P.M

July 16, 2025

1. CALL TO ORDER

The City Council of the City of Cottage Grove, Washington County, Minnesota, held a regular meeting on July 16, 2025, at Cottage Grove City Hall, 12800 Ravine Parkway. Mayor Bailey called the meeting to order at 7:00 p.m. This meeting is being recorded by TruLens Community Media. You can view City meetings live and replay them on Cable Channel 799, and the meetings are also streamed live and then archived on the City of Cottage Grove's YouTube channel.

2. PLEDGE OF ALLEGIANCE

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

3. ROLL CALL

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

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

4. OPEN FORUM

Mayor Bailey opened the Open Forum. He asked those who spoke to limit their comments to three minutes. I should also mention that Council will not comment on those items; we take them under advisement and then our staff will actually respond to you. We had three people who signed up to speak. If you would, just go over to the podium, state your name and address for the record, and then you can share with us.

My name is Peggy Nelson, I live at 7490 Hinton Park Avenue South, Cottage Grove. All right, my question actually is for the Police Chief, Pete Koerner, and my question is sir, do you know if ICE Agents are in Washington County or in Cottage Grove at this moment, not training at your HERO building?

Mayor Bailey said Peggy, actually our Director of Public Safety wouldn't necessarily answer that at the moment, that's what I was just mentioning. So, what'll happen is if you want to ask questions, like you're doing, our staff's going to take the information down and we will get back in touch with you vs. having a back and forth with the audience. So, if you have more questions, though, you can ask because this is all being taped anyway, so we'll know it.

Peggy said okay. My other question is about the HERO building, and I know that we have ICE Agents that train in there, as well as other Federal agents that do that. I'm hoping that as a group from All Saints Lutheran Church that we can try and stop that. It's just a suggestion, I'm hoping that there is some legal path to doing this. Thank you very much for listening to me, I appreciate it.

Mayor Bailey said thank you.

Good Evening, my name is Ruth Jones, and I live at 8180 Janero Avenue South, Cottage Grove. The first thing I would like to say is I appreciate public servants very much, thank all of you so much for what you do for our town. We moved to Cottage Grove in January of 2021, right during the pandemic, from LaCrosse, Wisconsin, of all places, and I wasn't sure what it was going to be like, and I love it here. The longer we're here the more I like it, it's a great little town, it feels like a little town, you know? It's a little bit rural, I love it. So, it's a great place, and that's a lot due to you guys, so I appreciate you. But the one thing that concerns me is the lack of local media. So, I was at a protest at the Capitol and people came up to us because they saw on our shirts that we're from Cottage Grove, and they said, did you know ICE is training at your HERO Center? They have a \$270,000 contract, and we all looked at each other and said, no, we didn't know this. So, then we started investigating. Apparently, even though we paid for the HERO Center, I looked and I think it got built right before I moved to town and it passed like a big ballot measure. We don't want a Community Center but we want a HERO Center, I guess, I mean I was really disappointed we didn't get the Community Center. Anyway, it was a passed-on-ballot measure and it's funded by taxpayer dollars; we apparently have no say over its use. I admire law enforcement, I think it looks like a wonderful center from what I saw online, I mean it's state of the art, people are coming from other places. It's something to be proud of; however, I am not happy about ICE being in it. And I just wanted to express that and I'm just going to use my voice because I feel like it's important as a citizen to speak up and register my voice, and also, what can we do about not having a newspaper or local radio station? So, we know these things, so if someone comes up to me and says, did you know, we're like yeah, we know, we're concerned, not like huh? What? Are you kidding me? So, that's a problem. And then I looked, I read your thing you send out every month, like oh, I'm so glad you send that, like I really do, I read it from cover to cover, I learn a lot from it, and there's nothing in there about ICE training in the HERO Center. So, anyway, that's my concerns. Thank you.

Mayor Bailey said all right, thank you.

Mayor Bailey said the third person who signed up wants to speak on an item on our Consent Agenda, so I'll pull it just for discussion at that time.

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

5. ADOPTION OF AGENDA

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

6. PRESENTATIONS

A. 2025 Green Garden Award

Staff Recommendation: Receive presentation of the 2025 Green Garden Awards from Parks and Recreation staff and award Jan Liedle the winner of the Residential Garden Award and Steven Rudberg the winner of the Sustainability Garden Award.

Mayor Bailey said our Parks and Recreation Director, Zac Dockter, is going to at least kick this one off.

Director Dockter said Good Evening, Mayor and Council, it certainly is gardening season, you can see that just looking out the window here in Cottage Grove, and I hope you are able to get out and enjoy this season and all of its beauty that it brings. This year is going to be our 14th year of the Green Garden Award where we receive nominations and then we award some of our more outstanding resident gardeners. This is a great time to also introduce you to our horticulturist, Cole Holmes, who I don't believe you've met yet. He oversees the planting, mulching, weeding, watering, and care for over 400 public gardens and thousands of trees in Cottage Grove. Cole will also introduce to you his two-intern team, who will also help present tonight and then walk us through the Green Garden Award and talk about the awarding itself. So, with that, I will turn it over to Cole and his team.

Cole said hello, everyone, I'm Cole, I'm the horticulturist here at the City of Cottage Grove. We're here to present the Green Garden Award for 2025. I'm here with my two interns, Theresa, who is currently going to Hennepin Tech, and Chris, who is currently going to the University of Minnesota. So, with that, I'll let them take over.

Chris said so, before we begin, I just want to thank everybody for being here. I know it's kind of unpleasant weather out, so I'm glad everybody could make it in and kind of get to experience this with us. So, we're really excited to share the Green Garden Award this year. It was a lot of fun working with this project, we got to experience a lot of the community firsthand, see how people work, see what people are doing, and just see like a lot of the effort that goes into gardening for people's private property.

So, with that, let's get into the categories and the criteria for the ranking. We had two different categories, Residential and Sustainability. Residential: We rated it based on appearance, plant variety, uniqueness, creativity, and the upkeep of it. Sustainability: We rated it based on native plantings, prairie areas, water conservation, and pollinator areas.

Theresa said the first garden nomination was made by Barb Hare and Karen Snow. They created this garden this year so it looks pretty good for just creating the whole space this year. They worked really hard to make it an enjoyable place for residents to sit down and relax, and they had a fun variety of both perennials and annuals, as you can see, with petunias, cone flowers, lavender, iris, and Cosmos.

Chris said our second nomination was Megan Zachman, and right off the bat you can see that she just created a very peaceful and serene feeling in her back yard. The landscaping work here was really well done and really well thought out, and it just kind of makes you want to sit down and relax for a few minutes when you go back there. We really liked the water feature in the middle with the bridge, and we also really liked the plant variety, how it seemed almost natural but like everything had a place with it.

Theresa said the third nomination was Melody Schneider. She had a really beautiful fountain, as you can see, in the middle of it. She also had a bench along the side so that you could sit and relax and enjoy the view. You can see that she included Monarda, which is bee balm, the red flowers; those are really good for pollinators, and she also had daylilies and phlox and a couple other things that are awesome. She also had really pretty arbor vitae leading down the pathway, so that was pretty unique.

Chris said our fourth nomination was Jennie Dockendorf. So, Jenny's garden shows just how much can be packed into a small residential yard. She's got three different garden beds, all with their own purpose and their own variety. Her first one, as you can see on the top-left corner, is in her front yard, and this one's just a standard floral garden, really colorful, and a nice selection of flowers, really nice petunias as you can see. Her second one is on the bottom, it's on the side of her yard, and that one was a big pollinator garden, it's full of a lot of native plants that just attract a lot of pollinators, and she's put a lot of work into making sure she supports our local bees and other pollinators around. Finally, her third garden was her vegetable garden, in the top right. She grows a lot of different varieties of vegetables here for not only herself but she also gives back to her neighbors and will just leave them out for people to take when they want.

Theresa said this fifth nomination was Jan Liedle's garden. Because she has a lot of trees in her garden, she's primarily shade, but she didn't let that limit her variety. So, she has a lot of Hostas, which was really creative; if you look closely, she labeled each individual Hosta, all the different varieties, so there's Fire and Ice, Gold Standard, Blue Umbrellas, and a lot more. She also has some Coral bells and Astilbe growing, and you can see the mosaic steps leading through her garden, it's really peaceful and invites viewers into her garden. She also has annual pots, which is a really good addition.

Chris said our sixth nomination was Steven Rudberg. Steven's garden is a great example of a sustainable garden. It's just a full wildflower garden with minimal maintenance and care; he doesn't mow it, he trims it, but he doesn't use any insecticides or pesticides or anything like that. He just planted wildflower seeds and basically let it grow beside the path he has there. This is just a great example for pollinators, it attracts a lot of pollinators, and we were just seeing a lot of bees and other insects while we were out there. Additionally, it also has the birdfeeder, which attracts a lot of other animals as well.

Theresa said our recommendation is to award Jan the winner of the Residential Green Garden Award and Steven the winner of the Sustainability Garden Award. Everyone applauded.

Cole called Jan forward to receive her award. Mayor Bailey said I was going to say I know all the Pine Ridge Garden Club people are all here, it's amazing. Thank you guys, too, for all you do, and said congratulations to Jan, it's beautiful. Jan replied thank you. Mayor Bailey said thank you to our interns, we do appreciate all your efforts, and we do appreciate our neighbors and obviously the Pine Ridge Garden Club. We appreciate everything you do, especially out here, I love what you guys do out in front here, as well as the area down by East Point Douglas. I know there are others out there, but those are the two I recognize the most. It just does a lot to beautify our community, and obviously what you're doing in your neighborhood and such is absolutely amazing, so thank you. All right, let's give her another round of applause. Everyone applauded. Photos were taken of Jan with Mayor Bailey, the Council Members, Cole, Chris, and Theresa.

Director Dockter stated as Steven's not here tonight, we'll personally deliver his award plaque to him at his house. But this crew, yes, they do a lot of hustling, so thanks to them for all of their work, and the summer's not over so we've got work to do. Mayor Bailey and the Council Members thanked the Pine Ridge Garden Club members for all of their work.

B. MN Recreation and Park Association Awards of Excellence

Staff Recommendation: Accept MN Recreation and Park Association Awards of Excellence.

Mayor Bailey said Director Dockter would start us on the MN Recreation and Park Association Awards of Excellence.

Director Dockter said as if the Green Garden Award was not exciting enough, I have more great news to share, we won some awards, some really cool awards. I'm going to turn it over to Nicole Greenwell from the MN Recreation and Park Association, who's going to tell us a little bit more about the program and our awards.

Mayor Bailey said fantastic, welcome.

Nicole said all right, thank you, Zac, and thank you, Mayor and Council. It's an honor to be here to present a MN Recreation and Park Association Awards of Excellence to the City of Cottage Grove, two of them, to be exact.

The MN Recreation and Park Association (MRPA) was formed in 1937 to foster the growth and development of the Parks and Recreation profession throughout the State. The MRPA Awards Committee was created for the purpose of acknowledging individual members and agencies for their excellence in the field of Parks, Recreation, and Leisure Services. The Awards of Excellence is an annual program of MRPA that was created to recognize agencies and their staff for exemplary projects in seven different categories that was either implemented in or received substantial revisions in 2024.

So, on behalf of the MRPA Awards Committee, it is my pleasure to present an Award of Excellence to the City of Cottage Grove for its winning park facility and program; the park facility was the Glacial Valley Park building and the program was pickleball. I have a little more to explain just about each of those facilities and programs. Glacial Valley Park in Cottage Grove stands out as a remarkable achievement in innovation, sustainability, and community engagement. The park building features modern technology, like keyless entry and solar-powered systems, along with ecofriendly design elements, building a strong indoor-outdoor connection. With extensive community input, the park has become cohesive and an impactful recreational space. In addition to the award-winning facility, Cottage Grove also fostered a new pickleball club program that grew from a 30-member volunteer group to more than 230 engaged players in just one year. Also, in 2024, there were a total of 49 league teams; then, in 2025, the program expanded to 119 teams, added youth and adult lessons, and ran a successful spring tournament with 43 teams. The program created new social connections, expanded league play, and boosted use of Glacial Valley Park, making it the City's most-requested facility in 2024. With strong public support and plans for further growth in 2025, it has revitalized adult recreation in the community. The MRPA Awards Committee would also like to recognize Brad Muckenhern and Noah Ranem, who prepared the nominations for the Awards of Excellence. Thank you all for allowing me here today to present and be a part of this fantastic achievement.

Everyone applauded and Mayor Bailey replied thank you. After presentation of the award plaques and handshakes, photos were taken of the Parks and Recreation employees, Nicole Greenwell, Mayor Bailey and the City Council Members.

Mayor Bailey thanked Nicole for presenting the awards to us tonight, we appreciate that.

Mayor Bailey said I'll just say, Zac, and I'll say it to our Council and our staff, too, the fact that we got the awards, talk about collaboration between the Council, Parks and Recreation, the Parks and Recreation Commission, and all of our staff, that park is absolutely gorgeous; and its obviously being recognized that way, so kudos to you guys for putting it all together and for those guys for the programming. Director Dockter replied thank you.

C. Proclamation - Parks and Recreation Month

Staff Recommendation: Proclaim the month of July 2025 as Parks and Recreation Month.

Mayor Bailey said I've asked Council Member Olsen to please read aloud this proclamation, then I'll look for a motion and a second to accept.

Council Member Olsen said thank you, mayor, and read aloud the Parks and Recreation Month proclamation.

Motion by Council Member Olsen to proclaim the month of July 2025 as Parks and Recreation Month, and I will also add that we have the very best Parks Department in the State, no questions asked; second by Council Member Thiede. Motion carried: 5-0.

D. Proclamation - Night to Unite

Staff Recommendation: Proclaim Tuesday, August 5, 2025 Night to Unite in Cottage Grove.

Mayor Bailey said I asked Council Member Thiede to read the proclamation, but Mayor Bailey asked Pete Koerner, Public Safety Director, if he wanted to add anything.

Director Koerner replied I have like 20 slides, mayor, and Mayor Bailey said go ahead, that's fine, and then he'll read the proclamation.

Director Koerner said I just wanted to take a couple moments, Honorable Mayor and Council, just highlighting again our Night to Unite. Obviously, all of you have participated for many, many years. It's a great event, but I just want to highlight some of the things that we're doing. It's very similar, and I can't take credit for any of this other than every year the mayor and I, we go out and hit parties and we know which ones have the great food and everything. I know each council member kind of has their favorite neighborhoods as well, but it really is about joining communities, building trust. It's part of our community engagement efforts, and we've been doing this since it was National Night Out down at Woodridge Park, so it gets bigger and bigger every year. I've asked council to quit encouraging people to sign up because we hit our limits; years ago, we were at 20 and now we hit upwards of 50, and that's perfect for our staff, so you don't have to go and encourage more but we do need the people to still sign up. It isn't just a police event. Really, Cottage Grove has taken it to the next level, it's our Public Safety, it's police, fire, and we also have our elected officials, City staff comes out, and our Public Safety Board does additional things. I know people think it's pretty cool when the mayor comes to the party, but as soon as the fire truck gets there, they push him out of the way. I know as council members you get a lot of questions about what businesses, what's coming in, and it's just really good conversation.

We also have been doing for many years the noon outs with Cottage Grove Public Safety and elected officials. We have three different events, one each at White Pine, The Legends, and Norris Square (Pres Homes), and we're going to do those again this year. Each year they do something a little different, but if you come down to Norris Square, they do some polka dancing; Council Member Thiede, he's got it down when he dances there, and Council Member Thiede replied yeah, the good old two step.

Director Koerner said we are still participating in two of our campaigns: We're doing the Fill the Bag Campaign, and everything that we pick up the next day, including toiletries, paper towels, toilet paper, etc., we bring that

down to the Friends in Need Food Shelf. That's just an example from last year, we usually end up getting a couple pallets full, so it's a really good donation in which people participate. We also do the Fill the Backpack Campaign; the Public Safety Board for any of the neighborhoods that want to participate, they donate a backpack, and we encourage people to fill it. They don't just fill this backpack, they give us boxes of school supplies, and that also goes to the Friends in Need Food Shelf.

We are partners also with the Parks Department, and this is the picture we used last year, I haven't seen the new one yet, but it'll be posted here soon, and the winner gets the Outdoor Family Fun Package with the sidewalk chalk, water balloons, sports balls, s'mores supplies, and more. Molly and her team are very generous and participate with us.

Finally, how do you sign up? If you go to the City's webpage and just type in Night to Unite, it'll bring you right to the link, and we would like people to register by Tuesday, July 29. That guarantees that you'll get a stop by police and fire. Afterwards, our list gets pretty long, and it's hard to get to all of them; so, for those that sign up by that date, we'll make sure to hit those, and our webpage also has a lot of additional ideas.

With that, I'll turn it over to the Mayor and Council for the proclamation. Mayor Bailey said thank you, Pete.

Council Member Thiede read aloud the Night to Unite proclamation.

Motion by Council Member Thiede to proclaim Tuesday, August 5, 2025, Night to Unite in Cottage Grove; second by Council Member Garza. Motion carried: 5-0.

Mayor Bailey said it's always a fun time for all of us out on Night to Unite, that whole day for that matter.

7. CONSENT AGENDA

- A. Approve the June 4, 2025 City Council Special Meeting Minutes.
- B. Approve the Approve the June 4, 2025 City Council Regular Meeting Minutes.
- C. Approve the June 18, 2025 City Council Special Meeting Minutes.
- D. Approve the June 18, 2025 City Council Regular Meeting Minutes.
- E. Approve the April 8, 2025 Economic Development Authority Meeting Minutes.
- F. Approve the issuance of rental licenses to the properties listed in the attached table.
- G. Approve Resolution 2025-98, Accepting donations received in the 2nd Quarter 2025.
- H. Authorize the Wellness Committee on behalf of the City staff to apply for the Spark Good Community local grant through Walmart.
- I. Authorize issuance of a single occasion gambling permit to the Church of St. Rita to conduct a raffle, bingo, and pull tabs at 8694 80th Street South, Cottage Grove, MN, on September 19-21, 2025.
- J. Authorize issuance of a temporary intoxicating liquor license to the Church of St. Rita for their fall festival, located a 8694 80th Street South on September 19-21, 2025.
- K. Authorize issuance of a Massage Business License to Ross Albert Ulmer, operating as Health Investments, LLC at 8471 East Point Douglas Road South, #105B, Cottage Grove, MN, 55016.
- L. Authorize issuance of a Massage Therapist and Massage Business License to Ruimin Jiang, operating as Health Investments, LLC, located at 8471 East Point Douglas Road South, #105B, Cottage Grove, MN, 55016.
- M. Approve the uniform card Memorandum of Understanding as an addendum to the 2025-2026 Sergeants' labor contract.
- N. Approve the Cell Phone Memorandum of Understanding as an addendum to the 2025-2026 49ers labor contract.
- O. Approve the Fire Marshal MOU as an addendum to the 2025-2026 IAFF, Local 2570 labor contract.
- P. Approve the Accelerated Firefighter/Paramedic Recruitment Program agreement for Phillip Wiggins.
- Q. Staff recommends the approval of the Fiserv merchant processing application agreement and purchase of the credit card terminal equipment required for accepting payments.
- R. Authorize staff to purchase a used Toro 3550 from MRI Distributing for the amount of \$24,046.88.
- S. Adopt Resolution 2025-095 awarding the 2025 Hamlet Pond Phase 2: Bank Grading and Sediment

Removal Project to New Look Contracting, Inc. in the amount of \$114,481.25, and the appropriate officials are hereby authorized to sign all necessary documents to effectuate these actions.

- T. Adopt Resolution 2025-096 approving the final payment to Bituminous Roadways, Inc. for the 2024 Mill and Overlay Project in the amount of \$16,097.25.
- U. Approve Change Order #2 for the reduction in casing pipe size from 42" to 36". This will decrease the contract total by (\$37,800.00) to a total revised contract amount of \$4,894,098.00.
- V. Approve the Stipulation of Settlement for Parcel 10 by and between Holiday Stationstores, LLC and the City, authorizing the execution of a Settlement Agreement and payment of the remaining balance of \$132,000.
- W. Approve the Agreements for Services with Ellis Irrigation and Lawn Pride Irrigation & Groundworks.
- X. 1) Adopt Resolution 2025-099 approving a Conditional Use Permit to allow a total of 2,340 square feet of accessory structure square footage exceeding the maximum square footage by 340 square feet allowed within the R-2, Residential Estate Zoning District, and a Variance to allow for an accessory structure to be located in the front yard at 6255 Hadley Avenue South. 2) Adopt Resolution 2025-100 denying the Variance request to allow for the exterior of an accessory structure in a residential district to be constructed of metal at 6255 Hadley Avenue South.
- Y. Authorize issuance of a single-occasion gambling permit to Daniel John Niederkorn on behalf of the South St. Paul Lions Club to conduct a raffle at River Oaks Golf Course and Event Center (11099 Highway 61, Cottage Grove, MN, 55016) on August 4, 2025.

Mayor Bailey wished to pull Item X, Accessory Structure-Conditional Use Permit and Variances (6555 Hadley Avenue), on the Consent Agenda for further discussion only because the applicant is in the audience here and would like to speak to it, and I asked our staff to be able to talk through this.

Council Member Olsen wished to pull Item G, 2nd Quarter 2025 Donations, for further discussion and/or approval, but I'm going to need some help because I don't have a device with the donations listed. So, if I could borrow yours, that would be wonderful. Mayor Bailey replied yep, I can do that and Council Member Olsen thanked him.

Council Member Olsen said Item G is an item from staff recommending that we accept our 2nd Quarter 2025 Donations, and it's always good for us to be able to acknowledge these publicly and thank the individuals who made these donations. So, as follows, for the 2nd Quarter, we'd like to thank:

- Tennis Sanitation, for a \$5,000 Fourth of July Fireworks Freedom Weekend sponsorship
- NorthPoint, for a \$5,000 Fourth of July Fireworks Freedom Weekend sponsorship
- 3M, for a \$5,000 Fourth of July Fireworks Freedom Weekend sponsorship
- Hy-Vee, for a \$5,000 Fourth of July Fireworks Freedom Weekend sponsorship
- VanMeter, for a \$1,000 Fourth of July Fireworks Freedom Weekend sponsorship
- We received a \$1,000 donation as well for those Fourth of July fireworks directly to the Lions Club from what was formerly known as Northwoods Barbecue, but now it's called Whiskey Creek, so we want to thank Matt Miller and his family for that.
- Jayne Chatterton made a Memorial Bench donation of \$2,500, and the Cottage Grove Athletic Association also made a \$2,500 donation for a Memorial Bench.

So, thank you to everybody who gave generously to the City for all of these various events and donations. I'll tell you, as somebody who has participated in some Memorial Bench donations myself, they turn out really, really nice, so I'm glad to see we had a couple of those. And with that, mayor, I'll turn it back to you and I'll give you your device back. Thank you.

Mayor Bailey said the next item I pulled off Consent was an Accessory Structure, which was a Conditional Use Permit and Variance, and I'll have Community Development Director Emily Schmitz start us off, and then the applicant would like to speak to the Council before we vote on this item.

Director Schmitz said Mayor and Council, Good Evening. This next item is kind of threefold, so I'll work through each of the requests just a little bit separately for a Conditional Use Permit for an accessory structure. Our Code

allows for a total square footage on residential lots. This particular proposal is proposing to go above and beyond that total square footage, so a Conditional Use Permit is required. There are two Variance requests: One Variance to put that accessory structure in front of the principal structure, which our standard in our Code requires it to be behind the principal structure; the second Variance request is for the exterior material, which is proposed as metal, when our Code has some additional specifics that I'll get into just a little bit later in the presentation. But this particular parcel is located on Hadley Avenue, just adjacent to the Eastbrooke development if you're familiar; it is a little bit of a larger parcel at four acres. The house on the site was built in 1994, and then an accessory building, which you can see outlined on the screen, was constructed in 1997 under those Code standards. That accessory building was constructed to match the principal structure, which is stucco material.

The property is Zoned R-2, which are those sometimes larger lots nestled into those developing areas with those smaller lots, so we recognize that in our Zoning Code, and it is guided as low density. As we look at areas in our community, this is one of those where we do see that great development potential, right? It's a growing area, and we know that some of these areas are ripe for that redevelopment potential with those smaller lots.

So, as I mentioned, three requests:

1) The first is the Conditional Use Permit, 2,000 square feet is the total accessory square footage that is permitted on a residential lot in the R-2 Zoning District. This particular request would put that total square footage at I believe it's 2,340 total square feet on the site with this additional accessory building, which is 340 square feet over that 2,000 total. A Conditional Use Permit is an option within our Zoning Code for parcels in the Residential Zoning Districts to support that additional square footage as long as they are meeting some additional setbacks, which this particular request is doing.

2) The first Variance request, as I had indicated, is to build that accessory structure in front of the principal structure, or the home. Obviously, as you can see in 1997, they did something very similar and here's why: The elevations kind of on the north side of the lot are a little bit tricky to get a drive aisle behind there. Then, on the south side of the principal structure, you can see in that yellow circle that's where their septic system is located, which again you cannot drive over; so access to that back yard to an accessory structure would certainly be what we would consider a practical difficulty, something that exists that isn't necessarily the fault of the property owner but does limit or create a hardship for them to meet the minimum standards.

3) The third part to this request is a second Variance. The applicant is requesting to use metal on the exterior of this accessory structure. Our current Code requires structures, principal and accessory, in Residential Districts to be comprised of wood, brick, lap siding, vinyl, materials of that sort. It does not specifically indicate metal. This Code was amended in 2012 to be specific to the materials that we would allow for on structures in Residential Districts; they do have to complement the principal structure as well. The intent is, of course, to create that uniformity and that consistency within our residential neighborhoods within the community.

The applicant provided a handful of images that I did want to make sure that I shared with you:

This particular image is the type of building that the applicant is proposing, it does not necessarily exist in Cottage Grove but wanted to share.

These next couple of slides are a couple of buildings that exist within the community, and so I just wanted to share just a little bit of the history. So, this particular building it did exist and we issued a building permit to take the building down and rebuild; it's what we consider to be a legal nonconformity, it didn't align with our standards, but they were not expanding it so they could construct it back exactly as it was.

This particular building, I believe the building permit was issued in 1997, again that was prior to the 2012 Zoning Code that created that clarity for the material.

This particular building permit was issued in 1999, again prior to that 2012 clarification in our Zoning Code for the specific materials permitted.

These three images, you may be familiar with these, as these are our temporary Water Treatment buildings that are just that, temporary. We worked through a Variance process to ensure I'm going to say perhaps in this emergency situation that we were able to get these buildings up and that they would be removed once those permanent structures or temporary treatment plants were constructed.

So, with that, I will leave the two recommendations before you. Mayor, as you indicated, the applicant is in the audience and of course, staff is available for questions.

Mayor Bailey said and Emily, just for my clarity, I know it's in our packet, but for the public, it did go through the Planning Commission, and the Planning Commission approved the Conditional Use Permit, but they denied the Variance as it relates to the materials. Is that correct?

Director Schmitz replied Mayor, Council, the Planning Commission recommended, 7-to-0, to approve the Conditional Use Permit, the Variance to allow for the structure to be constructed in front of the principal structure, but recommended denial of the Variance for the material.

Mayor Bailey said all right, thank you. Are there any questions for Director Schmitz at this point? None were asked.

Mayor Bailey asked the applicant if he would like to come and speak; again, state your name and address for the record, and share with us your thoughts.

Good Evening, Mayor and City Council Members, my name is Al Dressely, I live at 6255 Hadley Avenue, that's being discussed. In other words, known as the West Draw, so I'm sure a few members up there I recognized from the past. I've lived at this location with my family since 1994, and I've seen a lot of changes, and some of the changes that I've seen were different zonings, different setbacks for housing all around me. I live on a lot, as it was mentioned, its a little over four acres. What I'm proposing, I've met all the setbacks, side setbacks, everything that the City has requested, but I'm looking at material that is metal. Some of the things that have changed in 2012, as it was mentioned, the definition of the metal or using the materials changed to metal. I've lived there since 1994, so I'd be hoping that I'd be grandfathered in of some sort.

One of the other buildings that was shown up here that was done in 1997, that's my neighbor. I've got letters from my neighbors stating that, you know, it's fine. I'm not doing anything to harm any of the environment, which the Planning Commission also said everything looked great except their one check box, and that's metal. I think that what's concerning is the metal is the up and coming thing that's being used. I mean we see these "Barndominiums," I think they're called, they have steel roofs. It's not the old sheds that you'd see on the old farm fields or anything like that.

Another thing I wanted to bring attention to, this personal storage unit I'm building, you can't see it; it can't be seen from the road, just as my neighbors can't see it. So, when I asked my neighbor, he said well, you can't see mine, I'm not going to be seeing yours, and they're going to butt up right next to each other. I've asked my neighbor to the left of me, I've asked my neighbor to the right of me, and across the street, and everybody's okayed it, and you should have those letters that are in there.

Some of the buildings that I also took pictures of, the City-owned buildings, one of them is on 87th Street, that's right in the middle of a neighborhood, its on a corner, there's houses all around it. Now, I know it's, you said it was something that was temporary, but I mean to have that building there, and then what I'm requesting is something that no one's going to ever see, I just would hope that the Council would look at something like that.

I guess the biggest thing is that when I moved in, in 1994, you move to some acreage lots so you can do some of these things. I didn't get a letter about the 2012 Variance change or the definitions change, not saying that I would have built one at that time, I'm not saying that, but I didn't get that letter. Now, when I did my application, which also I wanted to thank Sam and Max, the planners, they were excellent in helping me with all the paperwork, I really thought that this was going to be something that was going to be not a problem because of all the metal buildings around my neighborhood. I know that there's going to be development in the years around that area, but it's not going to be by my house because I've got neighbors that got four acres on the side of me, across from me, behind me; so, it's something that, again, I can't stress enough that its not going to be seen and its not going to hinder anybody's visual or anything in the neighborhood or the look of the neighborhood. It's still rural, you still have the rolling hills, everything's there, so I'm asking again for the Variance of the metal.

The other question that I real quick that I had: If it's metal that is so concerning that someone doesn't want it put up, and as you saw the pictures up there, I've got the wainscoting, I've got windows, I've got the overhangs, the gutters, everything that's going to look, what would be the difference if I just built that and put wood on it? I mean, put paneling on it? I mean, that would look awful, and now I'm trying to abide by looking at, again,

wainscoting a nice-looking barn, but I'm just curious what that would be. I know you can't answer that right now, but just the thought that I could go out and put plywood all around it because that's basically what the definition said, its got to be by wood. So, I know these buildings look a lot nicer. So, I want to thank you for your time tonight. Any questions?

Mayor Bailey asked Council if there were any questions.

Council Member Garza said thank you for your presentation. I have a couple questions because I do agree, I see a lot of, there are a lot more pole barns and a lot more metal barns that you do see in a lot of different neighborhoods, and the durability of them are a lot different than what they were maybe 20 years ago. So, my question to you, when would you be having it professionally installed? And then what is the longevity of that unit that you're putting up?

Mr. Dressely replied good question and it's in the packet. The longevity is 100 years on the metal. Also, with the metal, you know the question was, I'm sorry; Council Member Garza replied would it be professionally installed? Mr. Dressely replied yes, professionally installed, its by Jensen Builders in Wisconsin. I've got three or four different bids, they're the largest builder in the State of Wisconsin, they'd be doing that. I'm having concrete flooring, insulated, heated, everything you would see in a regular house or another garage, to say, so everything would be just the same. It's 100 years, as I mentioned. Another thing that they always say is if you had wood out there, I mean, I'm in a rural area with all the woods, I mean, you're apt to get, if there was ever a fire, that's going to go up a lot quicker than anything with the metal, and that's going to last for 100 years.

Council Member Garza replied thank you for that. Another question, what is the exterior appearance over time? Like is it expected to start rusting, what is that?

Mr. Dressely replied no, and why that is, it's because they powder coat this metal so it's got a heavier coating on it; it's a 10-year warranty on the metal as it sits, if something was to crack or anything like that. But no, I haven't seen any, and you saw some of the ones, well, my neighbor's is 1997, and there's no rust, there's nothing on it. And then we've got some that were in the pictures that were 2001, so there's nothing there.

I did want to bring up, though, I did go get bids on wooden barns, its three times as much. So, I know, you know, there's the saying that you can't look at a hardship or anything like that, but for common sense, three times as much on two or three different builders I went to, and those were the wood ones. Again, they're not as strong as the metal ones.

Mayor Bailey asked if there were any other questions for the applicant. Just for your awareness, too, on a couple things, and maybe one question a little bit for our staff. First of all, on the buildings that you're talking about, I think you said 87th or whatever? Mr. Dressely replied yeah, I believe it was. Mayor Bailey said yeah, just so you know, those three buildings that you said, we did those as a declared emergency for the water treatment, we had to put the water treatment in, and they will be taken down. Mr. Dressely replied, okay. Mayor Bailey said they were temporary because even some of them aren't done; the one isn't even on property we own, its on somebody else's property, they loaned it to us while we did that. So, I just wanted you to be aware of that.

And then from a staff's perspective, I know we haven't seen it at the Council yet, but I saw the Planning Commission; are the lots behind him part of the next developer?

Mr. Dressely replied no, the current plan as of right now, is not behind me. It is to the 65th, I'm on Hadley, so it's on 65th, going east, and that's where it goes in. You will not be able to see it from my area, and that's the proposed one right now.

Mayor Bailey said yeah, that's why I was just checking from our staff standpoint because I know there's a planned possible development over there, is that still the case and how far does it come over? Can you share?

Director Schmitz replied Mayor, Council, so the developer that is in process of evaluating, as you can see on the screen, to the east is the assemblage we've been calling it off of 65th Street that they're working on. However, our understanding is they are in conversations with other folks that may be on Hadley Avenue as well; again, it's a very preliminary conceptual, but there is the potential for that redevelopment in the area.

Mayor Bailey replied but my question, though, is the one that I think was tabled at the Planning Commission, is that the 7200, 7248? That's what I thought, okay. So, I didn't know if you knew that.

Mr. Dressely replied I was at the meetings. And, also, as she mentioned the Hadley Avenue, those are three brand-new houses. I don't see anybody, and when my neighbor's saying, we don't, I mean I think he would say you know, I might sell my land, both sides and across from me, and those are three brand-new houses right there, already done, so, just FYI.

Mayor Bailey said all right, thank you, to which Mr. Dressely responded thank you.

Council Member Olsen said I have a question for staff, and I'm going to aim this one at Attorney Kori Land, and she can punt if she wants to. So, the Planning Commission conversation, which I was able to observe since I'm the liaison to the Planning Commission, really focused on the fact that there are specific legal requirements to grant a Variance; and I wondered if you might take a moment and just remind us again of what those requirements are and how they may be applied and maybe is there any flexibility, is there wiggle room or not, in a situation such as this?

Attorney Land replied Your Honor, Members of the Council, you've attended some of my trainings before, and you know I have this mantra that I like to use with Variances. The first thing I like to say is a Variance is permission to give your teenager the right to stay out past curfew, right? You're giving them permission to break the rules. We have rules and we have rules for a reason. We set these Zoning standards in place, we even redid the Zoning Ordinance not that long ago, and we upheld this particular provision in the Code. So, it's not that it's just been on the books since 2012, it was relooked at within the last five years, exhaustively, by the Planning Commission and the Council. So, having said that, what is the test for a Variance? You can't grant a Variance unless it meets the test, and the test is first rule would be putting the property to a reasonable use. I think we can all say yes, a garage or a storage building for a residential property, certainly a reasonable use. By the conditions unique to the property, no; I can't fathom a reason why it is unique to this property that he can't comply with the Code, he just doesn't want to. Will it alter the essential character of the locality? The intent of the Code is to make consistent buildings throughout your residential neighborhoods; so, yes, it is true there are some grandfathered in buildings, I don't know how proximity wise, he says his neighbor has one, that is true. Otherwise, everybody's complying with the Code, they have had to since 2012. So, it will alter the essential character of the locality. So, is there a flexibility? The Council can do whatever you want, but I like to warn Planning Commissions and Councils that once you grant a Variance for something that doesn't meet the test, you have changed your standard.

Council Member Olsen we've essentially set a precedent; Attorney Land replied you may as well change your rule. Council Member Olsen replied right, okay. And the reason I asked for the explanation is you know in circumstances such as this, at least from my chair, the common sense piece of this for you know 99.5% of it is why not? It makes sense. But with respect to the legal ramifications of granting a Variance without meeting those various requirements, we then become I believe the terminology is arbitrary and capricious, where we're giving a benefit to one that we haven't given to all. And, as you said earlier, then we might as well change our rules; so, at least from my point of view, based on what I know to be true about the legal elements of granting Variances, etc., I haven't done this for a little while, I think the Planning Commission was correct in their recommendation. That's not to say that maybe we don't need to have another conversation on another point about this particular element of our City Code because of some of the things that the applicant stated very eloquently; you know, these metal buildings have changed, there's evolution in standards in construction, and that's probably a conversation worth having, but that conversation won't happen tonight. So, at this point, I think the wise choice and frankly, the only choice, based on our responsibility as Council Members to follow the law to the letter without being arbitrary and capricious, is to adopt both resolutions, and I'm not sure if there are other questions.

Council Member Thiede said I guess I probably have to agree with Council Member Olsen on this one. My logic would tend to say, well, because I was kind of looking at it, and I was kind of looking at where the trees are, and I kind of looked at the angle down the driveway and things like that; and even if houses are put to the east, you know, you probably may not see it. But, again, we do have to be careful about the precedents we set and while it may be something that we should take a look at, it's probably, like you say, it's not going to happen tonight. And, so, as much as you're going to be disappointed, you know I probably have to kind of go along with the Planning Commission also, considering the different situations and the conditions and the legal aspects.

Mayor Bailey said we didn't pull this for a separate vote but it was to allow the applicant to speak and have staff make sure that we had all the details that we needed.

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

Council Member Olsen said Kori, thanks again for the reminder, we need that every once in a while, so it's much appreciated; and as I said earlier, I think it would make some sense to have some dialogue about this element of the Code, so if the applicant wanted to wait and see what the outcome of that dialogue looks like, maybe that's an option. But we definitely had to make the decision we had to make based on the law as it stands today. So, thank you again.

8. APPROVE DISBURSEMENTS

- A. Staff Recommendation: Approve disbursements for the period of 6-13-2025 through 7-10-2025 in the amount of \$8,839,571.42.

Motion by Council Member Olsen to approve disbursements; second by Council Member Garza.
Motion carried: 5-0.

9. PUBLIC HEARINGS - None.

10. BID AWARDS - None.

11. REGULAR AGENDA - None.

12. COUNCIL COMMENTS AND REQUESTS

Council Member Clausen said thank you, mayor. We're in the process of a very large Pavement Management project and a very large Public Works project, I'm told this is the biggest one the City has ever done, and they all seem to be going well so far. Council Member Thiede and I live right in the heart of one of the major projects, and no one's been banging on my door, complaining. I understand there have been some minor inconveniences with the weather and some locating, but otherwise the projects are moving together well this year. Thank you.

Council Member Olsen said thank you, mayor. A couple things here: First of all, just an overarching thank you to our amazing City staff, who once again contributed a tremendous amount of time, energy, and effort with this year's Cottage Grove Strawberry Festival. We all prayed that we didn't have rain, and we got what we prayed for, but it was about 1000 degrees outside. I'll tell you what, working the Lions' tent and working the grill was not a pleasant experience in that weather, but at the end of the day, the public came out and had a great time. The Strawberry Fest Committee did a marvelous job of putting together some tremendous bands and different events. I thought the Drone Show that took place was just amazing, and there was so much positive feedback about that. But, you know, none of this happens without City staff, none of it happens. We had people there from the Convention and Visitors Bureau, we had people there from General Government staff, obviously a ton of Public Safety personnel, Public Works, and Parks personnel, and you know, they're the ones that keep that whole thing going. So, I just want to say again thank you. I know that in many cases they're working the weekend and it's not necessarily what they're used to, but they all did really well. I would say the same about those who helped us out with our fireworks show this year for the Fourth of July Freedom Weekend. I talked about the sponsors earlier, but again, Kingston Park was packed. Mary, you were there, you saw it, it was a very successful event for our Cottage Grove Lions, I can tell you that to be sure. We didn't run out of food this year, which was good, because we bought a lot more, but we served

a lot of people, and Public Safety and Parks and all the rest of the City staff that were present really helped us make that event go off without a hitch, so thank you.

I also wanted to mention that August 1st this year is the first annual Hometown Heroes Golf Tournament, which is being put on by your Mississippi River Valley Beyond the Yellow Ribbon network team here in town in partnership with the Cottage Grove VFW and the Cottage Grove Lions Club. This used to be the Public Safety Board tournament, they decided they wanted to focus their energies on some other fundraising efforts, and so we were happy to pick that up as a Mississippi River Valley Beyond the Yellow Ribbon team. We still have a spot available for eight teams, otherwise we're going to be packed out; we're going to have 144 players, and the event starts at River Oaks at 8:00 a.m. on August 1st, and then the after party, as it were, is at the VFW where we'll have some raffles and do some different things. All of these funds go to support military families, veterans in the community, and our Public Safety personnel. So, please join us if you can; if you need more information on that, you can certainly reach out to me or anyone on our Mississippi River Valley Beyond the Yellow Ribbon network team or anybody in our Cottage Grove Lions Club, and we'd be happy to direct you. It looks like it's going to be a phenomenal event.

The other thing I wanted to mention is the Mississippi River Valley Beyond the Yellow Ribbon network team is also doing a first annual Walk/Run/Ruck event, which is again intended to raise funds for military veterans and families. That will take place at Kingston Park the morning of the Food Truck Festival, so that's Saturday, September 13, and the start time is going to be 9:00 a.m. I have not participated in one of these before, this will be my first one. It sounds to me like it's a pretty popular thing with military folks because not only can they run either a 5K or a 10K or walk, which I'll be doing, the 5K or the 10K, but they can also ruck it, and by that, they carry their rucksacks on their back just as they would in basic training or a military event. We have several members of our Cottage Grove Lions who are going to participate, so we'll be sponsoring them specifically. For more information, you can check out our Mississippi River Valley Beyond the Yellow Ribbon network Facebook page or you can reach out to me, and I'd be happy to give you information on the event. Registration is open now so you'll have the opportunity to walk, run, ruck alongside all the folks that are going to be there trying to raise money for military families and veterans. It'll be a ton of fun. And with that, mayor, I'm going to turn it back to you. Thank you.

Council Member Thiede said all right, so as Council Member Olsen kind of alluded to the Strawberry Fest, and while we had a good festival, we definitely had a lot of people there; more people were there in the evenings than necessarily in the middle of the day and the afternoon. Some of our Marketplace people weren't all that happy because it was a little bit light on people through their shops out there and so forth, their booths, but all in all it was good. We did get a very good response back from the Drone Show, and so we had our review meeting the other night and we're probably going to do the Drone Show again next year and see what kind of new things we can have with that. We definitely talked about having some different new things and some new ideas and things like that. Obviously, to do more things like that, we need people to help us and volunteer and become part of the committee and such, so I would definitely encourage people to get involved. You know, a lot of the people that we have on the committee are people who have been there for years and years, and so, we really enjoy getting newer people on the committee, getting some newer ideas and things like that. So, definitely if you're inclined to that a little bit, it is a fun time to get things planned and set up like that, and we always have a good event.

I'll also mention another fun event is Movies with Mo, and I guess there's one this Friday night, so people are going to have to watch this recap of the Council Meeting fast so they get the information for Friday night; but it's at 7:00 p.m. on Friday, July 18, at Highlands Park, and it's *Paddington in Peru*, let's see, that's a bear, isn't it? All right, so I think that's all I've got.

Council Member Garza said thank you, mayor. Well, there's a few other events that I'd like to mention. I happened to run into the Locally Grown Theatre up at the Loveland Park this past week, and they were practicing getting ready for their events. They have several weekends that they're showing the *Around the World in 80 Days*: So, coming up on July 19 through July 20, they'll be showing that play here at City Hall at the amphitheater, that starts at 7:00 p.m., and it looked like a lot of fun, their costumes looked like a lot of fun. So, I would encourage you all to come out and watch it. I've seen them last year, a different play, and it was an amazing play, and it's a free local play and they accept donations.

Our Food Truck Festival, it is around the corner, it's already so close to September, and it's on September 13, it's an all-day event from 11:00 a.m. to 6:00 p.m. We have more than 100 food trucks this year, is it? No, 40, more than 40, sorry. I'm putting it out there into the world and we will have 100 food trucks next year. Mayor Bailey said Tammy goes, oh, god, no. Council Member Garza said that would be awesome, but there's a lot of amazing food trucks that are always there. Our people love to come out, and that Food Truck Festival is so similar to Strawberry Fest because a lot of our community happens to come out and enjoy a lot of food and fun activities that are out there. So, if you have time, come on out on September 13th. Thank you, mayor.

Mayor Bailey said so two things, real quick: One is I wanted to mention we have our new Strawberry Fest Ambassadors that were crowned right after the festival, which was awesome, and they've already been hard at work, by the way. They helped out at the Freedom Weekend celebration, I don't know how many parades they've been in already, but I thought I would mention it. I thought it was pretty amazing we have our first king that was crowned in Cottage Grove, so we now have a male person on the float, so I thought that was kind of cool. It's been one thing I know that the group was really trying to get more I'll call it literal diversity, male-female and all that in, and I think they've done a great job of making that happen. So, just thank you to them, and I'm sure you'll be seeing them around in future events around Cottage Grove and surrounding communities.

Lastly, just as a friendly reminder because it seems like it's been so long ago, after the last City Council meeting, we did a performance review checkin with our City Administrator, Jennifer Levitt. As per the law, I'm just updating the community that the overall review went very well, and again, it's more of a touch base to see how things are going from the goals and objectives that we worked together for her original performance if you will, way back; I know it was back in October, November, or December, somewhere in there. But we're very happy, I think Council was good with everything that we talked through and thanked her for continued service to our community.

With that, the next item on our agenda here is a Workshop, which is Open to the Public, and I believe we'll be moving to a conference room and that is regarding Emergency Medical Services Update. There is no Workshop, Closed to the Public, so we will not be adjourning in here. So, if you want to come join us in the Training Room, you can listen about public safety. Take care.

13. WORKSHOPS - OPEN TO PUBLIC - TRAINING ROOM

A. Emergency Medical Services Update

Staff Recommendation: Receive a presentation on EMS and provide feedback and direction.

Mayor Bailey said so we'll go ahead and call this Workshop, Open to the Public, to order and get going here. Obviously, it's regarding an Emergency Medical Services Update. He asked Brenda if she and Jon were kind of taking this together, or who's going to take this?

Director Koerner replied I'm going to kick it off, and then I'm going to turn it over to the subject matter experts. I do apologize, as once we put the PowerPoint on here, this doesn't recognize the newer font so it's a little funky, you can't use Aptos on here and that's what is the default on our computers. A special thanks to Peter for coming tonight, he came back from Scout Camp early for this, so we didn't know he was going to be here, so feel free to ask Peter, throw him a question at some point since he made the drive back from camp.

Director Koerner said so obviously it's an EMS Update. So, we just thought this workshop would be a good opportunity to hit some other things as well. The initial purpose, when we first started talking about this, to kind of get the EMS Taxing Districts, but it just kind of kept growing, and obviously we've been meeting with our other communities. So, between Jon and Brenda, they'll kind of hit some of those, and Jennifer has been involved in all those as well. So, you're going to have people from both sides of the room jump in on this, but there's a lot of good information. We tried to do it high level, we did whittle this down from 86 slides down to about 40, so you're welcome, I know you guys are probably going to be getting hungry. So, with that, Jon, that's the cue that they're going to be hungry. There's a lot of good information, honestly.

Fire Chief Jon Pritchard said so just an overview and it kind of gives us a unique opportunity to kind of do an informal linear check on how we're doing in the Fire and EMS Department. As you can see, our call volume has actually increased exponentially over the last few years, and since 2022 we've risen significantly, and we continue to expect that with community growth.

For the first six months of 2025, so this is through June 30, we're already at 2,612 for incidents, which is over 10% growth from last year. We had predicted a 5.6% growth for the expected historical trends; however, we're exceeding that. As you can see, we continue with good response times in Cottage Grove and Fire times in Cottage Grove, but we have to also caution that those will include when a mutual aid ambulance comes in because those are incredibly difficult to get; of what we've seen, it's anywhere from 15-to-20 minutes when we rely on a mutual aid ambulance to respond to us, but when a Cottage Grove unit responds, we have phenomenal response times.

So, I'm going to hand this over to Nick Arrigoni, our Deputy Chief, and he oversees our Operations, so he's the right person to talk about our staffing and give you some updates on staff.

Deputy Chief Arrigoni said so, just a briefing staffing update and kind of how we're staffed. So, as we know, Chief Pritchard is the Fire Chief and Deputy Director of Public Safety, then there's the two Deputy Chiefs, myself and Peter. I oversee the Operations, Peter is Training and Professional Standards. We currently have 15 fulltime firefighters with 16 authorized; 6 candidates are in the background phase right now for the open position, and then 3 of those 15 are in an Accelerated Paramedic Program that is going very, very well so far. Currently, we sit at 8 parttime firefighters, 16 is our goal; 3 candidates are in the background phase, and one of them is just about finished up, so that will be great to get her started. And I'll talk a little bit about the Fire Cadet Program on the next slide, but we had 91 applicants for that Fire Cadet Program, which was fantastic. The Fire Marshal position is open right now and that will likely take one of the fulltime firefighters, but since we have 6 candidates doing the background process, we should be just fine.

Crew Staffing: So far for this year we have 3 crews; well, let me back up. A crew right now consists of 2 firefighters, that's what makes that up, 1 must be a paramedic, and that's for the ALS response piece of what we do. Right now, as it sits, we've had 3 crews 11% of the time, 2 crews 78% of the time, and 1 crew 11% of the time. What does a perfect crew for us, as it stands right now, look like? We run an A, B, and C shift, and that's for our fulltime and parttime, and on each shift there's a captain, you have 4 fulltime firefighter-paramedics, and then 1 slot for that 24-hour slot is for a parttime firefighter-EMT or paramedic, which makes 6 people if we're fully staffed.

And then probably the big one here, which has been very much my heavy lift since I've gotten back from military leave, has been the Cadet Program. So, it's a three-year program and it's really based for individuals that are eager to get into the Fire service. In a way what I think personally is cool of how we did this is there are benefits to this, it's 32 hours a week, and it's what I consider decent pay. So, Fire Cadet programs notoriously work for a year, 18-, 19-, 20-year-old folks that just wanted to get into the Fire service, and that's great. We changed it a little bit, we wanted to expand that to say if somebody's looking for a potential career change, or I guess older folks that maybe wouldn't have been looked at in other cadet programs, so we were really able to do that, and it's been successful. We're going to give them Fire 1, Fire 2, HazMat, and EMT. The first step of this was doing a phone interview. So, when we looked at this, we had 91 applicants, and we moved forward 86, so I sent out an email last week and so far, I've heard back from 75 that are on the schedule. So, my week has been full of phone time, I think we did 40 on Monday and fast forward to today, we're up to like 65; while it's been a lot, I'm like amazed with the quality of candidates that we've had. So, out of probably that 60 or 65, we're moving on at least 30 so far, and we've had everything from young folks that just really want to get into the Fire service from the spread that I talked about, people that are looking for a career change. So, I think the way we do this, I fully anticipate other Fire Departments to kind of tweak their Fire Cadet Programs and probably follow suit with how we're doing it. I'm really, really excited for this, and it's going to be really, really hard to pick one person of who we're bringing on because we've got some high-quality candidates.

Council Member Thiede asked and how many people do we actually in the end see in the program?

Deputy Chief Arrigoni replied right now, one. And, so, the reason we, and if I may, too, I'll explain why we did so many phone interviews. It's an "entry-level position," and that's also probably why we got so many applications.

So, when I was looking and I was working with Chief Pritchard on how do we maybe like whittle this down so we don't have to do so many interviews, that proved to be a little bit difficult because the qualifications, you didn't need your EMT or Fire 1 and 2; so, how do you disqualify somebody and not interview them, when technically they met the minimum qualifications? I think it's been proven to be successful so far.

Mayor Bailey asked with that many phone interviews, how many, how long did you spend with each applicant? Deputy Chief Pritchard replied 10 minutes, and I was able to keep it. Mayor Bailey said I'm surprised you didn't lose your voice. Deputy Chief Pritchard said it was good, pointed questions, and so it wasn't a lot, I think it was 4-or-5 questions. I opened the floor to them to ask if they had any questions of me, which a lot did, and they were great questions, and I was able to keep it within 10 minutes and I had literally in 10-minute increments for the majority of the week.

Council Member Olsen asked with respect to the individuals who applied, how many of those individuals were looking for eventually achieving a fulltime employment status vs. those who maybe would want to start in a parttime status? Was there any sort of delineation there?

Deputy Chief Arrigoni replied yeah, absolutely. So, one of our questions actually referenced making sure that they wanted to be a fulltime firefighter-paramedic in the future. I would say probably 80-to-85% made mention that they wanted to be a fulltime firefighter-paramedic in the future; if they didn't, at this point they're likely probably not moving on in the process.

Council Member Olsen said the reason I asked the question is we currently have, I think you said 8 part-timers, and you'd like to have 16. Is this a pool from which you might pull those additional 8 or not? You know, understanding that your objective is hey, I'd like to be fulltime, but I was trying to draw comparisons to what I do for a living; sometimes I don't have a fulltime position available for people, so I bring them in the door parttime and they learn the business and gain some training and experience and knowledge, and then eventually that could lead to, you know, future fulltime opportunities. I'm not saying that that's what you should do, I'm just making a suggestion, that's just food for thought that if you have some of them who answered no to that fulltime question, maybe parttime is an option, I don't know.

Director Koerner replied Council Member Olsen, I have two comments to that: The first is similar to what we've been doing in the police world, they do an interview, and you're like, you are not quite ready. However, we're going to be looking at C.S.O.s if you want to get your foot in the door, and we've had a lot of C.S.O.s here who joined our Reserves, and so I think that is a big part of this that we can draw on; because some of them have like zero Fire or any EMT, but they might have, some of them actually have some Fire 1, Fire 2, and so it would be another venue. And another thing I want to give them credit for is we've heard loud and clear from the mayor and council, like be creative with these hirings, whether it's fulltime, parttime, different things; doing this for our Open House was kind of a cool way to get the message out, and even that night we might not have had as many people watch, but people went back and watched it later. So, I thought that was a cool idea, and I want to give our Communications team a shout out, with Phil and Alexa, who did a lot of work on that, it was something new we tried; so, Tammy, if you'd let Alexa know that we really appreciate her and Phil's work on that. Tammy replied gladly. Point taken on this is a good opportunity.

Council Member Olsen said the first step to hiring somebody is to have an interview with them, and if this is an applicant pool, I mean it sounds like its really healthy, you know, maybe there's opportunity there, I don't know.

Deputy Chief Arrigoni added and we do have, I should say there's far more people that have one of the qualifications, either EMT, or Fire 1 and 2, than what I anticipated. Council Member Olsen said good, that's great. Deputy Chief Arrigoni so that's to your point.

Council Member Clausen asked once that Fire Cadet person is found, is this going to be a fulltime employee or parttime employee, or?

Chief Pritchard replied and that's what makes this very unique, and to Council Member Olsen's kind of question here, too, is it's a 32-hour week position, so it provides a living wage, which is a huge part of this program; it gives access to people that typically wouldn't have access to this. Secondly, it's a benefit position; so, the problem was there's like a lot of these folks while, to Nick's point, they're not interested in parttime employment because

they're seeking those two things. So, while we would never turn down somebody interested in a parttime employment with us, that's part of this program, what leads them to this program are those two exact things.

Council Member Clausen said well, my question is about, it seems like a long time, three years to go through this program for those certifications. Can you kind of walk me through why it's three years? Because can't that be accomplished in a much less shorter amount of time?

Chief Pritchard replied yes, and thank you for the question, Council Member Clausen. Really the goal, that's kind of like a C.S.O., is we put that cap on it just because we don't want somebody in this position as a long term, fulltime cadet. What we do want is to give that time for us is that we have a quality candidate that fits our culture, is that we can get through this, they can work in that capacity, make a living wage and those benefits, and then within that time will find that fulltime position within that. So, that's the three years, but you're absolutely right, like they're going to do those, get a lot of good experience, help us out a lot, and if we don't have a fulltime position for them, that's I think one of the things we're going to face with that. However, it is to prevent that back end tail but also give us that time, like hey, we really want you to be here, we anticipate this, if you can stick it out a little bit, while still getting those benefits and living wage, you're going to get a good reward for that.

Council Member Clausen said so, it's a three-year program, but if you find the right person with the right qualifications, it could be much, if there's an opening, it could be less.

Director Koerner replied the key is if there's an opening, Dave.

Chief Pritchard said yeah, that's the key, and a big credit to our Council for supporting our Firefighter-EMT Accelerated Recruitment Program is they get through EMT, they get through Fire 1 and 2, we have that program well established now, and we hire this fulltime EMT and then they go to medic school, and then we've got them for five more years. So, it's all built within that stepwise process, like to be strategic to get the right folks.

Council Member Clausen said I see, that makes sense, thank you.

Chief Pritchard said so I'll kind of discuss the Standards of Cover and Community Risk Assessment, which was funded for this year. As you may remember from April 2, we chose Fitch & Associates, which has tons of experience in the metro area, especially with like departments that provide Fire-EMS services. So, we had the Fire Command staff at a kick-off meeting with them, and really the first step of all that is getting data. It's very robust, it was sending surveys everywhere from financial pieces, how much do we spend on maintenance of vehicles, station placement, call volumes, and all those sort of items. So, we submitted those and that was about a four-week process to get all those submitted. Right now, actually one of the team members with Fitch & Associates actually has her doctorate in statistics and statistical analysis, who's actually running a lot of those numbers and everything. So, before we start doing engagement with the public, engagement with our elected officials, and for the key stakeholders, we really need to get that data. Because it's just like writing a research paper, if you don't have data, you don't have your research done, how do you ask questions, how do you get to those conclusions? So, really, that's what's happening right now, and as they finish that up, which should be towards the end of August, we'll start doing those different steps, engaging key stakeholders, including the public. I think as we develop that, the good thing about Fitch & Associates is they have a lot of experience engaging the public, they have a few different modalities, too. The first step, which I know we're all eager to get this done, trust me, I want to get this done tomorrow just because I'm very excited about it, about just going through that process, deliver it, getting all the right data, getting all the right facts, and then getting those key stakeholders. So, right now, it can feel like it's stagnant, but last week we got our first email saying hey, here's our rundown of just your run numbers; do these match kind of what you've seen, does it make sense? So, we're moving through that, and as that data and a lot of that stuff gets brought in, we'll start to see this really ramp up, with the ultimate goal for Council presentation in December or early 2026.

Mayor Bailey asked is the public input meeting that's on the bottom there, is that after its done, or are you going to try to do a meeting?

Chief Pritchard replied that's a good question, and I think the ideal state would be as we kind of get to that phase is that it would be one of the like tiers of stakeholders; so, as we do the elected official stakeholders, like staff stakeholders, that the public would be one of those as well, and as we have those things, like what level of service do you want, what does that look like? Those sort of things. So, that would be part of that in that timeline

for that, which would be ideal state, of course, but we're always open to input on that. Are there questions about that? Because I know that's always a big one, we say it a lot; however, it's moving rapidly, a lot of work being done behind the scenes, which sometimes is hard to see at the surface.

Chief Pritchard said the next part of our meeting tonight is to talk about EMS and some of the pieces with that. So, I'm going to go over some of just the basics with our Public Service Area (PSA) and how that works and how we provide EMS services; and then me and Brenda will play pickleball now, not tennis, but pickleball on our Parks and Rec Department on parts of this presentation.

So, the EMS PSA was really established in the 1980s so there are a few things: 1) To ensure we don't have money-chasing ambulance services; so, when I call 911, I don't get three people showing up at my house who are promising the best care for the cheapest price. 2) Every person in Minnesota gets EMS access and ideally, equitable EMS access. 3) People can't just buy and sell whoever is like the best deal in town that day or not, that there's just no oversight of that, which makes Minnesota unique; it's also one of the things that helps Minnesota assure that we don't get money-chasing ambulance services or we don't have those overlaps or gaps in our EMS service.

Cottage Grove EMS was born out of the Southern Washington County Ambulance Service and our PSA includes Cottage Grove, St. Paul Park, Newport, and Grey Cloud Island. With that said, it is incredibly complex to modify, and I'll jump into kind of the pieces with that.

So, for any other service that would want to come into our PSA, we would have to give them permission. For example, when we're not able to respond, that's why we have Mutual Aid Agreements. However, for example, I know we've been talking about like St. Paul Park and Newport, kind of what are the consequences if they aren't able to help support our EMS Fund, there could be options to sublease to another service; but there are a lot of statutory requirements that come with that. First and foremost, it requires the approval of the Office of EMS, so the Director of EMS, who's appointed by the governor, needs to approve that. Some of the statutory requirements of that require: 1) That they're going to receive an equitable service so that they're not going to get like a 45-minute response time from somebody three counties away, that they're going to get some equitable response time. 2) Somebody will provide that EMS service to them, so it's not just they're getting dumped and no one is going to provide care for them. We do know, just based on where other services are located, is really their best scenario would probably be Demco, which is like 15-to-20 minutes away if Demco would want to do that.

So, but again, it's incredibly complex, and we have brought that up in our meetings with St. Paul Park and Newport as a potential way to support that, but we do know there are a lot of things that come with that, if that were to be the reality.

This is why it's great to have Chief Koerner around because he knows a lot of the history about these sorts of things. So, our EMS service has provided these services since at least the 1960s, and we have photographic records of those, so we do have proof that it's been around; it was known as South WashCo Ambulance, and then it transitioned to Cottage Grove Public Safety in the 1980s in which the Police Department provided that EMS care. Then, ultimately, the Fire Department provided like literally the EMT and drove the ambulance with police paramedics; then we know how much policing has changed within our world, so that wasn't a reality that we could sustain anymore. Really, like outside of Minnesota, a good majority of the nation Fire Departments provide EMS care. It just continues to be rare in Minnesota, so we completely took that over in 2017, and we provide an ALS service with a combination Fire Department.

One of the pieces that we do want to point out, though, is that these are tough conversations with Newport and St. Paul Park, and really level-setting meetings. However, with that, we created great partnerships with those cities, especially when it comes to Fire response; those are important because if one day St. Paul Park and Newport, their Fire District, salvaging those partnerships are very important. I think we've been very successful at that, and the leadership in those departments also know these are tough conversations, but we're also going to make sure people are served. That might be mutual aid, any fire we have with any neighboring jurisdiction, we're all attending those. We've provided live Fire training for them, Fire Officer Incident Command, which they pay us for; Deputy Chief Fischer has done multiple classes with those departments, and Newport actually matches our operations balance, sometimes it's hard to tell is it Newport or Cottage Grove, right, just on how much they've

matched our operations, and then EMS training. So, a lot of them do provide EMS first response to help support our response.

Director Koerner said one quick, fun fact: This is the 50th year, as Greg Reibel and Dan Mitchell completed medic school back in 1975. Dan's in town, so he told me the story at Moon's funeral again, about every couple weeks I hear the story.

Chief Pritchard said which, and really I think to our credit, that was when paramedic was, I mean not many people knew about it unless you had watched *Emergency* on TV. It's good that we have old guys like you around then, who remember that. Director Koerner replied well, Dave wants us to bring the old station wagon ambulance back, he said he can't believe we got rid of that, but it had some more miles on it. Council Member Thiede said yep, with the holes in the floor, yeah. Chief Pritchard said I'm sure we could find it somewhere.

Chief Pritchard said but we do provide exceptional EMS care, and I'll tell you, we have a couple folks that transitioned from private EMS, like North, Allina, those sort of things. They tell us it's like night and day between the quality; for example, peak times in Maple Grove, a city of 75,000 people, they might get two ambulances in that area, and they're always moving to cover other cities. We have two ambulances all the time right now, so it's just the level of care we provide for our community.

Chief Pritchard said and then this is just always a good thing, too, to be mindful: So, what is Advanced Life Support, what is Basic Life Support?

So, Advanced Life Support is a paramedic, 1,500-to-2,000 hours of training, they can do anything from giving medications to helping somebody needing a breathing tube, even ultrasound to see how somebody's heart is doing. We had a really bad accident today and saw that well in practice, and it makes a huge difference when you have four-or-five paramedics on the scene vs. just Basic Life Support. Nick can attest to that, as any of us who are paramedics can.

Basic Life Support is emergency EMTs, it would be two of them, they have about 150 hours of training, it's about a three-or-four month curriculum. They've saved lives so, I mean, it's not to diminish EMTs, but you're really looking at a tenfold level of training and it truly does make lifesaving interventions.

I hate using horror stories, but a large suburb of about 90,000 people, what's happening in that suburb now is that the private ambulance services are responding with a BLS ambulance. Because they haven't been able to maintain that level of service with paramedics, the firefighters that are fulltime there are also paramedics, they're jumping on, providing paramedic care with that BLS ambulance coming into their community. Now, if those paramedics weren't available because they're at a fire or on another call, a community of 90,000 people in a suburban area is not getting ALS care.

EMS Billing: With EMS billing, I think it attests to paramedics who are about 50 or a little over 50 years old now; I mean, even the paramedic certification, Council Member Clausen just hit his 40th year, so he's just behind those pioneers, you're still in the pioneer phase. However, in most places, it's not considered an "essential service," and I think we'd all argue it is, but unlike Police, Fire, and other things that we provide, we bill for services; it's one of the few essential services that we bill for, but really the goal of that is to self-fund EMS services so we can minimize taxpayer costs. This covers everything from labor, equipment, medical supplies, ambulances, and we traditionally use an Enterprise Fund; so, what that does is we know with Enterprise Funds is that for anything that we bill and get revenue back for, it only goes back into EMS Operations.

There is a cost to provide high-quality EMS care, and that cost has increased rapidly with technology and other things. So, just to put that out there, and most of these are our Standards of Care; if we're not providing these things, we're providing substandard care. For example, let's say you have a heart attack and we need to get your heart back: A survival kit is over \$50K, a SPECT is over \$50K, an ultrasound is over \$3K. Really, when we talk about it, we're kind of in the bottom quarter or bottom third of our wages kind of within a lot of Fire Medics, but it's still \$150K, and that's the Cottage Grove cost, \$157K with wage and benefits for a fulltime firefighter-paramedic.

So, really, the biggest shortfall is Medicare-Medicaid reimbursements, and I know we've all kind of talked about and we've heard about this, even though it costs about \$2,600 per run to be able to fully fund our EMS Service, Medicare and Medicaid task that at just over \$500. The other issue with that, it doesn't look like there's anything on the horizon or Congress has no interest in doing that; I did get an email today and it's looking like CMS (Center for Medicare Services) will probably do a 3% increase, but we know that 3% is definitely keeping with the cost to

do this sort of thing. And, really, the two biggest things are: 1) Our aging population, more people are going on Medicare, as our Boomers get older, that's what's really driving a lot of this stuff, and a lot of other cities have seen that as well, especially communities that are aging. 2) We know that just some of the discussion at a national level with Medicaid, too, like what does that future look like as well, but really the shortfalls do fall onto Cottage Grove specifically and other systems like us to help not only fund our EMS system, but it does provide funding for our Fire Department as well.

Mayor Bailey said Jon, just a question on kind of the Medicare-Medicaid, obviously right now you just mentioned the rate they're looking at is only 3%, which is like a drop in the bucket in the grand scheme of things. But put aside Medicare-Medicaid and how little we get from that, what does concern me and I haven't heard anything more on this, I don't know if you talk to your partners out there or Pete, is the number of people that are going to get taken off Medicare or Medicaid. We're still required to pick them up and bring them to the hospital or whatever, right? And, so, in most of those cases, it's going to mean we're going to get nothing, and they can't even get Medicare or Medicaid and they're not able to afford medical insurance and in most cases they won't, I don't know what that number is; but the other thing that's concerning me, depending as this all transpires here over the next year or so, is I know we've been talking to our partnering communities about a bridge on Medicare and Medicaid. I'm just sharing with you as I'm thinking more about this, is we may have to just talk about legit whatever, right? If I have to pay more than Medicare or Medicaid, we're not asking for a lot from them right now. Your point about the PSA, I mean we're probably going to have a more serious conversation about the future, of either them having to pay for what's not getting covered by insurance for the citizens in those communities or we're going to have to look at going out. Because I can't fathom, personally speaking, the citizens of Cottage Grove picking up all of the cost of those particular communities if they're not going to participate or at least help from a coverage standpoint, but I was thinking about that as you're talking about Medicare and Medicaid; if people get knocked off of that, if we're still going to be taking people to the hospital, it would be my guess that there is going to be, that's probably not necessarily the elderly in most cases.

Chief Pritchard replied no, and we don't believe, what Medicare sounds like is for now it's safe, and our Medicaid overall percentage, even in our whole PSA is actually relatively low, considering.

Mayor Bailey replied it is, but I'm just thinking and I know you guys, Pete has even shared there's the same people doing it all the time, they're just being transported, and what shocked me, knowing who some of them are, they won't be getting Medicaid anymore; so, we're still going to be on the hook for it all, so I guess \$530 or \$525 less for every run we do, but it's just food for thought as we're thinking.

Jennifer, as we talk more with our surrounding communities, I was talking to Commissioner Bigham earlier today, and she made a good suggestion about maybe me pulling together the mayors to have a conversation, more of a private conversation if you will, with what the future looks like. Because they've all seen, this is pretty much the program, which you shared with them if I recall.

Administrator Levitt replied well, Brenda's going to show you the numbers, and we'll wait until you see this.

Director Malinowski said back in 2014, Medicare reimbursement was \$427, and so now here we are today, 10 years later, it's crazy how slow it goes up.

Chief Pritchard said and those are what she considered add-on payments, that was actually above and beyond what they had even planned to pay, so.

Council Member Olsen said earlier, you mentioned the Fire District idea, which I know we've been talking through for quite some time, and on the surface, to me that makes sense, based on the fact that we already have that PSA for our EMS business model. It's probably a larger conversation, but I guess what I'd like to know more about, whether it's today or a different day is fine: If we were to move forward with that sort of a model, will the idea be then to absorb the various members of each of the departments as essentially add-ons that help us retain our Standards of Cover and all that kind of stuff? I assume the answer to that is yes.

Chief Pritchard replied I can't give a good answer on that. We'll talk about potential option with EMS Taxing Districts, it's toward the end of our conversation, but the Fire District, I can't really give a good answer on that just

because it's so far in the future; and they obviously have no interest in dropping their Fire Departments right now, so I can't give an answer on that.

Council Member Olsen said well, and depending on how the EMS dialogue goes, that could change, but yeah, thank you.

Brenda said just to remind you that we did transition to a new billing software back in October 2022, LifeQuest, and that company changed their software to EMS M/C in June 2024. I just wanted to let you know that we do monthly meetings with them to review run volume and cash per trip that's coming in to look for trends, to see if there are things that we need to be doing on our end in order to get as much cash in the door as we can. So, at that meeting once a month we have Jon and myself, we have our EMS secretary, and our accountant. So, we do all those types of things and we're doing that on a monthly basis because we know that we need to get as much cash in the door as we can for EMS. Just to let you know that the billing and payment posting has changed over the last 10 years; back in the day, we would get checks in the mail for those ambulance runs, we would take that and if it had an EOB, we would send it over to the billing company. They had a check, they had an EOB, they would post it to the account. Now those payments come in by ACH, they come into our bank account, and so our account is physically going up once a day to determine that the receptor company, EMS M/C, that they understand that that payment came in today, so that either our accountant or they can go find that EOB so they can post it. So, it's just more hands-on things that have to happen for those payments to post just because of technology.

Since 2020, we've seen simply a trend not to pay medical bills, including EMS bills; as we look at the next slide, I think that's what's going on. As the mayor alluded to, we've got that big, beautiful Bill, we're not sure what those implications are; we were on a call yesterday with our software, we're not sure that they know that there's going to be more audits out there on Medicare-Medicaid. We feel like we're okay because we do have such a strong billing partner out there, but just to know we're not quite sure what's going to happen.

Chief Pritchard said and one of the other big drivers, and this was actually in White Bear Lake's 2025 budget book; for example, White Bear Lake's EMS revenues actually went down 6% since 2022, and one of the things they cite as well when talking about Medicare-Medicaid, they have a much higher Medicare-Medicaid percentage than us. There are also high deductible health care plans, we're seeing a lot of issues with those as well, because can you afford \$5K out of pocket? So, they're seeing a lot of non-payments on those as well, and that's one of the driving forces that they recognized. That was kind of an eye opener for me because those plans are becoming much more popular, obviously. Luckily, here in Cottage Grove, we mitigate that high deductible plan with some very creative things, but that is another driver of that. So, that was kind of a stark thing to see, actually that a city that's not growing, but they're not losing people, that they just went down 6% in their EMS revenue.

Brenda said care type is important, but Medicare-Medicaid, that should save us that 71%; so, with 71% of our care type, we've got Private Pay at 10%, Commercial Insurance 18%, and then Other is 1%.

On the right side, we looked at 2014 compared to 2023 to see Medicare-Medicaid by city, what's happening. In total, back in 2014, we were at 66%, and that's grown to 70%, and what we can see is Cottage Grove is that first one, we were lower than Newport and St. Paul Park, and that continues to be true. So, they do have a higher population for those lower reimbursements, and so that is why we went out to those other communities to give that ask.

Reimbursements per Care Type

When we look at everything here, our average bill is about \$2,456; we are getting cash per trip, cash in the drawer, about \$771.

Medicare, Medicare Advantage, Medicaid, or Medicare MCO:	\$ 500 or \$550
Other Mandatory (Worker's comp type claims):	\$1,700
Private-Pay Insurance:	\$1,300
Third-Party Liability:	\$1,600
Private Pay (Doesn't fit in any of the above categories):	\$ 120*

*That sometimes comes in through collections but not all of it, about 42% of everything we send to collection.

Council Member Clausen said I have a quick question on the Private Pay or the Other Mandatory things. So, if you have a car accident, for example, and you know auto insurance is going to be paying the bill, and we send them a bill of \$3K, but they don't pay the full amount?

Brenda replied on Other Mandatory, Worker's Comp has an automatic deduction, and so they pay up to what they have to pay per State Statute. The Third-Party Liability, while it looks like they're not paying the entire bill, one auto insurance might pay it and one might deny it for some reason, and it sits in that bucket, and so that average is that amount. We would still, if auto insurance would pay it all, we would still bill the patient for the remainder, and send them to collection. Medicare and Medicaid, we have to write that off. We can bill them for the deductible, but after the coinsurance, the rest gets written off.

Council Member Garza said the thing with your medical insurance, like if you go to the doctor and it's \$300 for the office visit, and they say the approved billed amount is only \$250, usually we don't have to pay that other portion because they have; Mayor Bailey said an agreement, but that's not how ours works, though.

Brenda replied we do not have any contractual agreements with any insurance companies, but if that insurance company says per your plan, we're only going to pay \$500 of this plan, then we have to go to that patient and try to get the rest and so, that is where.

Council Member Clausen said that's where the rest comes in, as their plan only pays so much. Brenda replied, correct. Council Member Clausen said got it.

Brenda said so it's about 31% on that average bill that we're collecting, 31 cents on the dollar.

Brenda said and this is why we're here, you've probably seen this before. So, back in 2015, 2016, 2017, and 2018, we were doing okay. Revenue per transport, that cash in the drawer per trip was higher than our expense per transport. Our expense per transport numbers up there include our depreciation number.

Back in 2019 is where we started to see that shift; we had some staffing changes, we brought in our Deputy Fire Chief, we put that in the EMS Fund, so our service got more expensive. The equipment that Jon talked about, that is just getting more expensive and so it's harder and harder to get that. As you can see, in 2015, we collected \$904 per trip and now we're at \$762. As our population aged, people aren't paying their bills, it's been harder to collect. So, we've got that shift, but yet our expenses are going up, so it's harder and harder to run that service.

Council Member Garza said it seems like the pandemic did a number for us; Brenda agreed.

Council Member Olsen said and the expenses include our overall labor expense, correct?

Brenda replied yes, what we bill to the EMS Fund, right? Right now, 75% of our firefighter-paramedics are going in the EMS Fund, 25% in the Fire; but the last three firefighters that we've hired, we changed it, where they're going 75% in the General Fund, 25% in EMS, so it's about 60/40. Jon will say that with my firefighter-paramedics, 85% of their time is spent doing EMS activities so that's why we put this in there.

Jon said and I need to give kudos to Brenda for this, as Brenda's starting to switch that around has actually kept this where we're at with it, even though it is more of a General Fund thing, but it is what other cities have had to do. One of the first things Brenda did when she came in here was recognize that, and so some of these shortfalls we're having in this EMS Fund have been mitigated by the work Brenda has done and help with that, like the Public Safety Aid and those sort of things, I think. I give Brenda a lot of credit for being able to accomplish that while maintaining that levy level and everything by doing that. So, we're actually a little further ahead than what we could be, and like Brenda said, the salary of that Deputy Chief is 100% in the EMS Fund, so she's done a great job to do that.

Mayor Bailey said Jon, you were commenting about White Bear Lake, and they do more than just White Bear Lake, right?

Chief Pritchard replied yep, they actually contract with other districts so the other communities that they cover, they pay them for Fire protection; so, they get contracted money from them.

Mayor Bailey said okay, is that just built in like a Taxing District?

Chief Pritchard replied it's not a Taxing District; so, there are two different ways you can kind of slice it, it's like a contracted amount for a Fire District because they could do that, they just do contracted amounts, which are some

other places. Actually, it's pretty common for Fire Departments in the metro, especially our suburban edge departments, to have smaller townships that they do that with, so.

Mayor Bailey replied well, it was just kind of what we're talking about, and I'm not even going to say a Fire District, I just heard, is this something we want to take a look at with regards to? I mean, the Fire District mentioned by Council Member Olsen is not a bad idea, but the timing is probably a ways down the road, but is there a way for us to like do a contract with?

Chief Pritchard replied I can talk about that with the EMS Taxing District because there are pros and cons to a Taxing District.

Mayor Bailey said that's what I'm interested in.

Chief Pritchard said so I can touch on that, just please remind me when we get to that because there are risks and benefits with both of those, so yeah, just remind me to talk about that when we get there. I think I can offer some things on that side.

Council Member Clausen said Jon, if I could, briefly, you said White Bear Lake covers or contracts other areas; what, can you just say is it Hugo, or?

Chief Pritchard replied oh, it used to be, but that created a lot of problems for them, but it's White Bear Township, Dellwood, Birchwood Village, and Gem Lake and then Pierre; so, they get significant amounts of.

Council Member Clausen said but here's the difference, though, that's not their PSA, is that right?

Chief Pritchard replied that's also their PSA, so they've been contracting with them for just decades. When the PSA came into effect, they just absorbed those as their PSA as well.

Council Member Clausen said okay, where I was going with that is that it's not their PSA, where they could say we're not going to cover you; Chief Pritchard replied correct, but they have to. Council Member Clausen said just like we have to cover St. Paul Park and Newport. Chief Pritchard replied correct. Council Member Clausen said that's my inquiry, thank you.

Council Member Olsen said Brenda, when you look at those numbers, how much impact, if any, does the one-time money that came through for both COVID relief and the awarded State money have an impact on?

Brenda asked on this? Council Member Olsen replied no, the last one.

Brenda replied we ran the one-time Public Safety Aid actually in through the General Fund, and so that helped those expenses for transports in 2023 and 2024.

Council Member Olsen said and the reason I asked the question is one of the comments that Jon made was we've had to transition more of our expense into the General Fund, which we've been doing for years and years and years. When I first started, it was absolutely opposite of what it is right now, but that's an easier thing to do when you have general funding that you're receiving, whether its from the Federal government or the State government or whatever the case may be. As those funds go away, you're still left with that bill and you have to pay it out, and I think that's the number we're looking at.

Brenda replied in 2023 and 2024, we've had some vacancies, too, and so you're seeing those lower expense numbers. Once we're fully staffed, I hope the call volume can increase, and then that deficit go down. We're going to watch it closely.

And this you saw when Rebecca came, just showing you that deficit, and then here our Fund Balance deficit in 2024, that is now negative; the Fund Balance is actually positive, this is just the one, the Net Position, though, because we have our capital as part of our Fund Balance, and so then our Net Position is negative. Cash in the Fund at the end of 2024 was \$392K; as I looked at 2024, we use about \$20K in cash per month for the EMS Fund. So, take our revenues coming in, our cash receipts, cash per trip, but then our expenses, our salaries, our operating costs, our Internal Service Fund that we need to utilize, so we're going down about \$20K per month in cash without buying ambulances.

Brenda said this is what we shared with the other cities, we talked about it. Then here is how expensive our ambulances are getting to replace. Back in 2014, we were at about \$165K and now we're at \$300K.

Jon added and we've mitigated this, too, because we went to like a smaller chassis, more-efficient chassis really from the advice of our own City mechanics. Of that \$292K we shaved about \$25K off that cost by doing that

change, and it should be less in maintenance as well, but still, even with that change, we're still at that amount, which is mindboggling to me.

Brenda asked if Jon wanted to speak to this; Jon replied yeah, because this is what we shared with the other communities.

So, if we look at total write-offs, and write-offs are very difficult for somebody who's worked in health care finance. Council Member Garza, you talked about the private insurance thing, and this is very complicated because there's Medicare-Medicaid, private insurance does the same thing to make it look more, and it actually helps smooth out when somebody pays the full amount. So, there are actually a lot of similarities to that except for Medicare-Medicaid, we don't have an ability to go above what we charge them, that's the only difference with us, we can't seek out more money with that.

When we look at this, we look at what we bill and what we got back, and that's what the write-off is; it's hard to compare to other communities because a lot of other communities aren't even measuring this anymore, they just look at real revenue, so I don't really have good comparisons to other things. However, we want to create that equity in subsidization. So, as we look at Cottage Grove, we know we have Cottage Grove residents and we also subsidize folks on Medicare-Medicaid, but our task here is to cover that subsidy. So, Newport and St. Paul Park, how are we going to cover, you know, what does that look like for them to cover? The true write-off amount is, I mean, again, we talk about Cottage Grove, and we write off a lot for Cottage Grove, but we also know two smaller communities and us in Cottage Grove couldn't even imagine \$600K in the levy, that's a pretty significant amount.

So, what is a reasonable amount that we can ask for them, and I'm going to give credit to Brenda again because she came up with an idea, which I think was perfect. Because Cottage Grove of all these cities is the highest real cash per trip that we get, and then what was the difference between these other communities? And really when we made that difference, that gives those Medicare-Medicaid gaps that we have in here because of those high percentages, when we take that run volume to that, that's where we get to those numbers on the last column. I think when everything is all said and done, those are incredibly fair amounts and those are very reasonable amounts to ask for communities of that size. What those amounts would also be is per year, that's what we'd like to see from each community. If we could get that amount per year, because Brenda and I discussed a lot, like what is one of the goals with this? It's like if they could help cover the cost of an ambulance, at least if like they could cover a full cost every two-to-three years, and those numbers get close to that; that would make a huge impact for being able to afford a lot of this stuff, or you can just look at the cost of some of the other stuff we talked about, monitors, those sort of things, that would really help with that.

When we went to each of these communities, this was our ask of those communities. I think there's really good math behind it, I think it's not only fair, it's equitable, and we've gotten I'd say a little warm reception from a couple of them and then the other one is still in discussion; but I think our case is very strong with that, and it really is the ball's in their court and it's being set up to continue that discussion and not lose sight of it. So, that's kind of the ask we had with those communities that would make a big impact if we could get them to help fund much-needed stuff.

Administrator Levitt said so, we've provided them with a draft contract, then they would pay that first value that you see there, and year two would be a 9% increase. So, we had anticipated smaller communities, we are starting with something that I thought was manageable on a levy perspective, and then we start to absorb and to plan for; so, that's what we asked for is a two-year contract because, honestly, if they were willing to give us the money and agree to the second year with that 9%, we could then start to see if this actually starts to help level things out.

At this point, with us not getting a very positive response from these communities, that's why we're here is what other steps do you want us to take? Because now the tax burden is being borne by our residents to provide services to these other communities.

Council Member Garza said in addition to this tax year being pretty questionable ourselves, so our taxes here, I mean, will probably creep up, too.

Council Member Olsen said well, here's the thing with that. Regardless of where things head with the budget conversation, one thing that seems to be true year after year is that any challenges we're facing are being faced by

all of the other communities that we compare ourselves to; we always seem to come out the other end in the same place, which is second lowest per capita tax in the County, next to a community that receives a significant amount of Local Government Aid (LGA). I think that's also a point to ponder with respect to this. At the end of the day, I think, like we always do, we're going to figure it out and we're going to get where we need to go, but the number's going to be what the number's going to be, based on the level of service that they want provided. You know, that has to be one of those key questions is level of service. Jon mentioned the complexities of subcontracting, and while there may be complexities with that, it might be our best option, we just don't know, right? So, I mean, I don't think you can take that off the table, particularly if the other communities don't want to participate. I mean, the numbers you're asking for are reasonable, especially for communities that get as much LGA as they do and we get none. I mean, I think that's an iron that I'd argue, I don't think there's any to date of that. It boils down to each government body, including their City Councils, have to make decisions, if they make their best or not. If their decision is to not participate and they think that's the best decision for them, then that's going to form our decision, and our decision may be we can no longer afford it as a budget expense and that's a real thing.

Council Member Thiede asked what about public pressure? You know, maybe you can start talking about this more and you start letting people in St. Paul Park and Newport know and Grey Cloud know what's going on with this; and you identify a basic level of service and advanced level of service, and then is that a community level of service? BLS is less costly, right? And it may be, and I don't know exactly how you'd work that, though, you know? If the budget in St. Paul Park, all of a sudden, you know found out that people in Cottage Grove we're subsidizing all that for St. Paul Park or Newport, and they're not paying their fair share, you know, then you start getting some of that public pressure. If I was on the Council in those cities and I'd start getting calls from people, saying well, how is this going to affect our level of service and things like that? That would be something I think that would make me look twice in the end, you know, or what I would vote for again if I was on their Councils.

Administrator Levitt replied well, when we presented it at St. Paul Park, they said they'd take it to their budget discussion; but in all honesty, the indication seemed very negative that they're willing to engage with this, even though we told them our response time to them is like somewhere between 8 and 9 minutes. We explained that you could add, you know, 20 minutes or 15 minutes to that number, and their Council didn't seem to give any indication that that mattered, unfortunately, which is why we're sitting here.

Council Member Thiede said so, I'm thinking, even some sort of article or something like that, that might just happen to like come up that's talking about all these facts that can go in the paper or go in some other, something else.

Council Member Garza asked who determines what service, and how far from Cottage Grove is that? I mean, I'm sure they obviously understand that there's going to be a break in their services.

Council Member Thiede replied well, I doubt they do.

Council Member Garza said well, okay, so then say that they don't, and we say hey, yeah, did you know that you're paying \$300?

Council Member Olsen replied I think the mayor's done that or he did.

Council Member Garza said and so how did they respond? If we're looking to get, you know, from Newport and St. Paul Park and Grey Cloud, for their residents to say wait a minute, no, you're not going to change our level of service; but then our residents, we can turn around and say, wait, no, no, this doesn't work, this doesn't fly, and then that turns into something bigger. I know you said that the conversations don't seem to be going well, so what if we don't continue to give them that level of service and see how it goes for them, you know, whether it's 3 months, 6 months, a year? I don't know what kind of timeline that would be, what they'd need to do or whatever, but if they get a taste of that and then their residents do start hollering, you know, then they would come back and say hey, is that offer still on the table, can we work with you? I just think the approach is just to let our Cottage Grove residents know.

Council Member Thiede said I think it would be safe to put that information out to the public and have that public pressure drive somebody; otherwise, you know, I'd say they're probably not going to.

Council Member Garza asked but what if we just stop, like we just don't?

Chief Pritchard replied, well, we're obligated to serve them, right? Council Member Garza said but we didn't settle on a contract. Council Member Olsen said maybe.

Mayor Bailey said Jon, I think at this point and maybe you're already doing this, is let's dig a little deeper into this. Council Member Olsen said yep, I think we need to. Mayor Bailey said because I think the message that I can deliver is we are now, because we haven't heard anything, and we are now talking about something else.

Chief Pritchard replied I would recommend we reach out to our legal team to start working with the State, that's above my knowledge level. I would want our legal team to do that.

Mayor Bailey asked do you know anybody else? Obviously, we used White Bear Lake as an example. Do you know anybody else that does contracts like that, other than private, any other cities?

Chief Pritchard asked for EMS? Mayor Bailey replied yes.

Chief Pritchard replied no, because they all, so, it's contrary to kind of what we've talked about with write-offs and it's hard to kind of, I know we've talked about that for years. I think a lot of places, no matter what revenue they get, they tend to use that as their driving force. Despite write-offs, they typically use their real revenue as that contractual number, despite the write-offs. So, that's where I would answer that question with how other communities work.

The Fire Districts is very different because a lot of those are just Fire protection that its based on, like the White Bear Lake model is just based on Fire protection; they do a formula just for Fire protection, so whatever those write-offs in their PSA are, they just look at the real revenue and are just kind of there with that. So, that's how some of those other places work, so that's kind of how to answer that with how other places operate with that.

Administrator Levitt said and just to clarify, on August 7, we're going to Newport to present to their full Council, so that's our next meeting. The one in Grey Cloud Township did not happen, and they've not come back to us yet.

Mayor Bailey said I was going to ask about the others, especially.

Administrator Levitt asked Chief Pritchard, so, do you want to talk a little bit about going back to the EMS Taxing District?

Chief Pritchard replied yep. So one of the pieces is Deputy Chief Fischer went to an EMS Leadership Conference and actually learned about this, and its something that I'm going to admit that's something that I've overlooked.

In Minnesota State Statute, there is the ability for two or more political subdivisions that they can keep form together and they can create an EMS or Fire Protection District; what it does require is it needs to be at least two political subdivisions, which is something we happen to have. For example, Maplewood, they don't have the ability to do an EMS Taxing District because they don't have two political subdivisions within their ambulance services.

Within the State Statute, they may provide Fire, EMS, and again every political subdivision has to agree upon that. Then to creating a Taxing District, again, all political subdivisions have to do that. Within that agreement, there are specifics in the State Statute, and we did send this to our legal team, and Kori sent us like a quick rundown of each little piece and everything. So, for example, the agreement has to include specific things, but also there's a lot of other things that can be included in this agreement.

Now, back to Mayor Bailey's question, there are a couple things with that, these aren't contracted amounts; we're creating a real levy, no personal, no property, to collect taxes.

Mayor Bailey said so with taxes, I do have a question. So, it would be a line item on your tax bill that says?

Chief Pritchard replied our best example for this is South Metro Fire Department; so, West St. Paul and South St. Paul, they actually only tax for EMS, they don't tax for Fire, which I mean, at the same time, I mean their EMS obviously covers a lot of their operations because they do run a BLS ambulance. However, its only for EMS. So, that's kind of our best scenario, and I pulled just some literally random addresses, and its just under Special Taxing Districts, there isn't like an EMS type thing, but for us it may be just because if there's no other Special Taxing Districts. Again, depending upon what the agreement is for, it could be Fire, EMS, or both; of course, as we're kind of within this run of things, it'd be for EMS. For example, we could still provide the EMS care, so we would get the funds from that Taxing District with those government entities, and that could go to Cottage Grove to deliver EMS.

But a couple other things: So, when we talk about contracting, of course contracting contracts, you're going to give us this amount, we're going to provide this service, and kind of those sort of things; but with this, there's going to be a Taxing Board. Of course, each representative is going to have their people and then we have to run into well, how many people from this? Is it population, is it, those sort of things. So, you do lose that full control if we create the EMS Taxing District; however, there is an ability to create more equitable funding, really what we'd be doing here I believe is creating an EMS Taxing District for that readiness factor, currently the Cottage Grove residents pay for the readiness. Because really all of our staffing numbers and all that is only based on Cottage Grove residents right now, so we're really paying for that readiness. So, how do we spread the cost of being ready, providing ambulance, and I think that's where that EMS Taxing District has problems within that; however, we do have to also recognize when we go into those agreements, we do lose some of that access because that Board would have to be comprised of somebody from at least each one of those subdivisions.

Again, the Board can do certificates, they can take on debt, we can add people to the Board, but the one piece of it, again as you look at it, people can withdraw from that as well; it's a two-year notice, so, for example, within all of those sort of things, they could say, hey, this isn't fair, or you're spending too much on graphics, we're out. They could withdraw, but it gives you two years to do that, and then really what you'd expect is that there are oversights with that and everything as well.

So, the South Metro example, because we didn't want to get too much into the weeds with this, but instead of increasing their City levies, that has actually remained pretty stable over the last two years, but their EMS Taxing District has gone up 207% in terms of money that covers their overall operating costs of their department. So, instead of putting in their City levies, they can put in their tax levy between those two cities, and those sort of things. So, as we look at that, too, it's just like where do we want that to balance out with that? That's also another piece of that, but I think our biggest thing is if it's something we have to look at, we also need those other communities to support it as well and create that Board. So, there are a lot of things within that vs. just the contracting pieces, too.

Mayor Bailey said we kind of had a Board, though, before, right?

Director Koerner replied yeah, we did.

Mayor Bailey said and then we did away with it back then, and so, we're kind of re-looking at that option.

Council Member Olsen said and that was because there was acrimony about how much people wanted to pay vs. what they should be paying for it. Mayor Bailey said right.

Chief Pritchard said and that's one of the potential benefits of an EMS Taxing District; Cottage Grove won't be 8%, everyone would be whatever percentage would be set by that Board. So, there is that equity, really everyone's paying the same percentage.

Administrator Levitt said and I will also argue there's transparency, then you know that that percent is paying for ambulance, right? In the general levy right now, we're kind of burying it in there, and it's not segregated.

Council Member Olsen said but you're still going to need voluntary participation on that.

Mayor Bailey said but you did say, and I mean there's a couple ways to look at this. We are one and we have three entities, obviously, so we just need one in four.

Chief Pritchard said to create, yes, you'd need.

Mayor Bailey said I'm interested in this. The question I have for you, Jennifer, though, is we're going to go to the Newport meeting on the 7th, do we want to pitch this, or do we want to stick with our original?

Administrator Levitt replied I think we stick with our original, and I think in the end, if they all say, you can all pound sand, that tells us we need to take some more drastic action.

Council Member Garza said I just, with those other three, why would they, if you don't go the route of asking them to do contracts, or not contracts, but subsidies, why would they even want to agree to it? You know, they've been able to sail their ship the way they have been, so they're probably like, you know? But if we went the other route and say, look, this is our hand, this is what we have, and this is what we're offering. I wouldn't jump in on this boat because why would I if I didn't have to?

Administrator Levitt replied and to your point, we could look more aggressively at subleasing.

Council Member Garza said yeah, that's what I mean.

Administrator Levitt said if that's what you'd like us to do, we could more aggressively pursue that option.

Council Member Olsen said I think we have to, and Mayor Bailey said I think we do, too.

Director Koerner said one last slide here, this is my last.

Brenda said I'm sorry, I just want to let you know, though, if we do sublease, there are implications to us. We right now get \$418K in cash per year for trips to those other communities. And, so, now if we have the same model and we need to staff it the same, now we are going to be paying that \$418K here; and then \$400K, that is our budget subsidy for 2025, I can't say if we are fully staffed if that is a true number or not, but then \$100K per year for an ambulance. So, I'm just saying, it does have about a 3.5% levy.

Council Member Olsen said recognize, though, that if you are not serving those populations, you don't need as many people.

Chief Pritchard said actually, I need to be very frank, all of our staffing studies, everything we've done, is all based upon not those cities; without that calculation, we'd still be over 4,000 calls, we'd still need three ambulances, at least two up per day, we'd still need 6 firefighters on shift, and that would continue to grow as our community grows. So, we would still need the same amount of firefighters, the same amount of paramedics, same amount of ambulances, and same amount of equipment. What we've done incredibly well with our City is that we've absorbed some of those costs, and we've kind of created this like fixed cost and then really going to those communities are more like a variable cost but we would still need the same amount of everything. So, I just want to caution all of us with that, and like Brenda's done a good job on the slide is that we wouldn't be cutting staff, we'd still need the same amount of staff.

Council Member Olsen said so, the thing that we would need to do is to analyze the data. I'm not just going to take your word for it that if we cut out three different communities from the service that we're providing right now, that we're going to have the same problem.

Chief Pritchard replied in our 2023 Staffing Study that we presented to Council, that was based upon the Cottage Grove population and everything, so and the Standards of Cover will help answer that as well.

Council Member Olsen said we'll have to look at that data if we get to that point, but you know, the bottom line is we still need to find a solution for the funding we have, one way or the other, whether it's serving those other communities or not, and if they're not willing to participate, subleasing is an option we're going to need to discuss. I mean, it's just the way that it is. You can talk about a Taxing District, but you raised a good point over here, Council Member Garza, they have never had to pay it before, why would they pay it now, right? Some people choose to pay their bills and some don't, but at the end of the day, we still have to pay our bills and if they won't participate, then we've got to reduce the bills.

Council Member Garza said so for those three cities, what is that; that's about 1,000 trips?

Chief Pritchard replied it's about 800.

Council Member Garza said about 800, so that's about 3 times 8, you're looking at; Mayor Bailey said well, the math was up there. Council Member Garza said \$24K, so; no, \$240K, right? No. So, what I'm thinking is the 800 trips with the cost that we're going to be losing, but actually, that's not a significant reduction, that 800 trips and the money that would save just for the trips alone, not staff, not anything.

Chief Pritchard replied well, yeah, I mean, really face the point of conceding that, yeah, it's your choice on how much staffing at the end of the day. I would argue we'd still need the same amount of staff.

Council Member Garza said I remember that; Chief Pritchard said yeah, the Staffing Study. Council Member Garza said with our expected growth, right, I think it was 10,000. Chief Pritchard replied yeah, and that's what it's very much based on, correct. Council Member Garza said and I remember that.

Council Member Olsen said I'm going to have to ask you why don't we take this somewhere where we're going to have a conversation about whether we're getting there or not. Why would we care?

Council Member Garza replied well, no, if we're growing, right? If we're growing, we still need the staff, so that would help both. I mean, even if we went through with the contract way and we're growing the way that we're

growing, we may not be able to make up that deficit, what was it, \$600K or something, but eventually, over the next I don't know, 1,000 years, like that gap will grow because of the population growing now.

Chief Pritchard said it's an important, yes, it's an important discussion because this is what's facing all cities right now. For example, as short as three years ago, you know Maplewood, Oakdale, White Bear Lake, their EMS Funds funded 60-65% of their. Council Member Olsen said we had that here, too. Chief Pritchard said and now those cities are about 30-35% in just three years. Council Member Olsen said it was 75% when I started.

Chief Pritchard replied correct, but my biggest caution for this, because I think how come these communities have seen their EMS revenue declining significantly is that what are these alternates that they can do? One of the things, some of the things we do have here is that we can reach out to these communities that absorbed some of those costs. I just really want to caution that I don't foresee us reasonably cutting staff because we'd still need the same amount of folks, the same amount of stuff for just our community. And then, lastly, I was a member of White Bear Lake when we lost the Hugo PSA, and we remained the same amount of staff; they actually added staff over the years just because that's the nature of the business, but without that real revenue, it was a big impact on the White Bear Lake taxpayer for that, too. But I don't think we stop asking because there has to be that equity in that discussion; however, just knowing that, we still have these needs just to serve our community as well.

Administrator Levitt said so, council, the takeaway I have is for us to search out more aggressively how to carve them out the PSA for a contract, continue to have the dialogue, and mayor, you may set up a private meeting with the mayors to talk more frankly about the issue of an EMS Board. Is there another takeaway from this?

Council Member Olsen replied we're going to explore some of these options in greater detail, it would be nice to have our ducks in a row should we reach a point where we need to further delve into that; Administrator Levitt replied yes.

Council Member Thiede said I think more than any other, yeah, I think we have to have some type of a story, too, if we would need to take it back to the public, as a factual, informative type thing that ultimately could be a public peer pressure type thing, discussion.

Council Member Olsen said we've got to have the Communications team come up with something, and I think that's wise as well.

Mayor Bailey said Brenda, I have a question for you and maybe it's a dumb question, but in the levy that we currently have, there's obviously write-offs in that levy that the citizens of Cottage Grove are funding. It's like when you did the one where we had to come up with \$400K+ cash because we would have less cash flow, even though they're not paying all the bills, what is that number? Do you know what that number was?

Council Member Olsen said you're asking about what would their reduction in write-offs be.

Mayor Bailey replied well, yeah, but I guess what I'm saying is that, all right, if we're saying and maybe I'm thinking way too crazy here, but if you say hey, we're cutting them out, and I have to increase the levy 3.5% just on that one, what am I saving by not having them in our area? Do you follow what I'm saying?

Administrator Levitt replied right, I think that's where we have to look to the Standards of Cover Study, as they analyze that. I mean, that's getting back to Council Member Olsen's point of, you know, that what goes up, what goes down, and to Brenda's point, she would say well, then we give away less mutual aid, so then we should have more dollars staying in our community. And, so, there's a lot of levers that get pulled, right? And it's not just one-or-two variables, it's multiple variables, and that's why it's very complex. And, so, it's one of the main topics for our Strategic Planning session in January is to have this study results and then see how the other cities responded; in the meantime, we might start pulling our own levers.

Council Member Olsen said the bottom line is it's a math problem, that's it, that's all it is, it's a math problem.

Administrator Levitt replied we needed more comment.

Council Member Olsen said and there's a bunch of ways to solve a math problem, but if you do the problem and the solve isn't going to benefit you, then we stop having this conversation, we don't even need to. Okay, we're just going to accept it and whatever we're going to get, we're going to get; and whatever they're going to contribute or not contribute, that's just the way it is because if you do the math, it's still beneficial to us to keep it the way it is vs. make a change. That's the math, so that's what we need to answer to is depending on if we make these changes or not, how does the math work? That's going to drive your decision.

Council Member Garza said and keeping in mind the economic cuts to our medical insurances, too. So that's going to be a big affect to our community as well once we are not getting paid for the people that we're paying, they're not going to be able to pay anything for an agreement. So, that's something that we don't know, that's our unknown right now; but that's something that we know that is there and especially because we have that operation for the few months that we have for our service.

Council Member Clausen said I do agree with the rest of the Council that maybe even communicate the terms that you wrote. Now, this is really serious, and we're only asking St. Paul Park and Grey Cloud Island for \$7K; are you kidding, for an ambulance service to come to your community? Just kind of turn up the heat a little bit, like really, we've got to have these numbers, otherwise we're seriously considering. I'm wondering, also, can we explore with neighboring ambulance services, because they don't have to know this, but does anybody want them? What if we sublease it? Is there going to be someone from the back going, we'll take it, we'll take it? I don't know, and that's important.

Administrator Levitt replied and that's what we do have to look at. Council Member Olsen said we have to figure it out, that's what I've been saying.

Director Koerner said several years ago, I talked with HealthEast at the time, and they're like we would love it, but we're not putting an ambulance on this, it's next to the Mississippi and South St. Paul, you know, so. Council Member Clausen said right, exactly.

Council Member Thiede asked so, they wouldn't be taking over ours, though, right? Director Koerner replied no, that was just St. Paul Park and Newport.

Council Member Clausen said we can push it right now, like we're going to sublease; well, they can call our hand, maybe we can't.

Council Member Garza said right, and then the communication; so, what are we thinking, in Cottage Grove here, like would we only be communicating with Cottage Grove, or would we somehow communicate to the other three cities? Like how does that?

Council Member Thiede said well, you'd have to communicate it to everybody.

Council Member Garza said that's why I asked, how does part of that look? How do we communicate to those cities, right? That's my question. Director Koerner replied tag the mayor on Facebook.

Council Member Garza asked so is that the Pioneer Press we'd use for this or is that the Cottage Grove Bulletin? You know, like how do we, how does that? Council Member Olsen replied that's a Phil problem.

Council Member Garza said well, no, I, but still, you know I'm intrigued to see how that would look. Are we only communicating with our own residents, or are we going to get the other ones involved?

Mayor Bailey replied well, I think if our residents knew how much they're subsidizing.

Council Member Olsen said watch the Cottage Grove Neighbors page. Mayor Bailey said each of you would get assigned a page to monitor. Council Member Olsen replied no, I don't even read that.

Council Member Thiede asked are we good here? Mayor Bailey replied yes.

Council Member Olsen asked are we good? Are you done? Council Member Thiede said we still need to move to close, right?

14. WORKSHOPS - CLOSED TO PUBLIC - None.

15. ADJOURNMENT

Motion by Council Member Thiede, second by Council Member Olsen, to adjourn the meeting at 9:32 p.m.
Motion carried: 5-0.

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



City Council Action Request

7.B.

Meeting Date	8/20/2025		
Department	Community Development		
Agenda Category	Action Item		
Title	Planning Commission Meeting Minutes (2025-05-19)		
Staff Recommendation	Accept and place on file the minutes from the May 19, 2025, Planning Commission Meeting.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>Planning Commission Minutes 2025-05-19</td></tr></table>	1.	Planning Commission Minutes 2025-05-19
1.	Planning Commission Minutes 2025-05-19		



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

May 19, 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; Emily Stephens-Here; Terrence Woodman-Here.

Members Absent: None

Staff Present: Emily Schmitz, Community Development Director; Samantha Pierret, Senior Planner; Max Erickson, Planner; Crystal Raleigh, Assistant City Engineer; David Clausen, City Council Liaison

3. APPROVAL OF AGENDA

Brittain made a motion to approve the agenda. Stephens 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. ISD #833 Transition Building - Cases SP/CUP/V2025-014

Koma Architects, on behalf of South Washington County School District ISD #833, has applied for a Site Plan review, Conditional Use Permit, and Variance for impervious surfaces for an addition to the current structure located at 7000 Jamaica Avenue South. The addition includes approximately 8,373 square feet for classrooms and other educational spaces. Additional site improvements include renovation of the current structure for a cafeteria, nurse's office, conference rooms, and classrooms, landscaping for an outside activity area, and restructuring of the parking lot.

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.

Fisher said so the impervious surface issue, is that the building plus the basketball court plus the other like exterior things going on? Erickson replied the total 49 percent that I had mentioned includes all of the additional, plus what's existing, so they'd be 9 percent over the 40 percent threshold with the basketball court and the additional paving and the new building. Fisher said okay, got it, thank you.

Brittain said I'm assuming that the reason that we have the impervious surface rules, surface rules, is for runoff, and he asked how does the additional 9 percent or whatever that was affect the runoff from the property or storage within it? Erickson replied there is a proposed stormwater pond to be constructed on the eastern edge; they're going to actually create a swale, so here's the pond, and then they're going to reconstruct a swale around here, which will collect and capture any of the additional runoff created from any of the expanded portion. Brittain said okay, thank you.

Fisher said okay, I have more to my question. So, on this picture, the outdoor play area, is that considered impervious surface? I think I see it says turf, sod. I'm just wondering because this is for young adults, right? So, I'm just wondering like what the play area is because if it were for like early childhood, it would make sense to have a play area; but I'm wondering if that's considered impervious surface, if there's enough of that that can be tweaked so that they can actually meet the requirements. Erickson replied in that play area, the sod would not be considered impervious. As to the use of that area, I could point to the folks at the School District to talk a little bit more about what that space might be utilized for. Fisher said okay, I just wasn't sure because I thought if it were turf, if that was like AstroTurf or whatever, I don't know.

Frazier asked if there were any further questions for staff; there were not.

Frazier asked if the applicant would like to approach the podium and add anything additional. Kyle with the District said I live in the District at 7421 Hidden Valley Trail, and I got voted to come up here. He asked I'm sorry, you wanted more information? Frazier replied just anything additional you wanted to add. Kyle replied oh, I thought you had more questions. Frazier said I do have a question for you, but I'll let you say what you want. Kyle said we're excited about this, as this brings two groups that we have in strip malls now into one location, and it's going to help us focus our resources and give these kids really what they need, so we're super excited about it, but go ahead with your question.

Frazier said so my question is about the impervious surface, and so, I don't know if you're going to have a good answer for this or you can nominate another one of your teammates here. So, I guess where I'm concerned about it is Max in his presentation said there's 88 parking spots on site now, we're going to go down to 70, and City Code only requires 20 on site; a parking lot is considered an impervious surface. So, I guess my question is for variances, obviously it's a fairly high bar to grant a variance, is there a reason why we have to keep so many parking spots on site? Kyle replied this is Kevin, with BKBM, he's our Civil Engineer, and he can probably talk more about the parking stalls and stuff, and we do have Nicky back here, too, who runs the program, and if you have any questions about the staff parking and how many spots we need, she could answer that better than me.

Kevin Bohl said I'm with BKBM Engineers, gave his address as 11623 Fergus Street NE, Blaine. From a parking standpoint, we looked at a couple different options for different layouts and trying to get the parking to what we needed it to; ultimately, we talked to the District and I forget the exact counts offhand here, but there are some van parking stalls that we need, there's staff parking, and then there's also student parking. Based on all of those needs, that's where we came up with the required 80 for our site. Another big challenge is we need to get buses in and out of the site, too, so we can't have parking in that main center parking lot that's currently where all the car parking is, as buses need to be able to turn around and need a lot of space for those turning movements. So, it's one of the reasons why we have to kind of keep the parking as it is here. Frazier said okay, so even though City Code says you guys only need 20 parking spots, just based on the use of the property as well as kind of the ongoing challenges about the types of vehicles that are going to be in there, that's why we need all of this parking and pavement area. Kevin replied you got it, and Frazier said all right, thank you.

Frazier asked if there were any further questions for the applicant; none were asked. Frazier thanked both Kyle and Keith for coming up.

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.

Stephens said I guess I would just add for everybody asking about the impervious surfaces, a lot of times just for context and I think they kind of touched on it a little bit with the stormwater, they're going to manage it all whether they had 50% or 59%; so, it doesn't really make any difference for what leaves the site. A lot of times, in my opinion, I feel like it's a harder sell when it's just apartments or residential or something like that versus a community building. So, I just wanted to throw that in there really quick that I think from a perspective, the impervious is pretty minimal because it will be managed regardless. So, that's my two cents. Frazier replied, thank you, and I appreciate that, and kind of where I was going with my questions is more the ordinance side of, you know, we should only be granting variances when there is no other way that we can make it work on site. And, so, the extra information we had about the fact that there's some special challenges with this area, there's going to be some special vehicles that are going to be on site where we need to have this kind of extended pavement; I think makes it clear that a variance is appropriate in this circumstance as there's no other way to use that site and get to the impervious number that City Code requires.

Frazier asked if there was any further discussion by the commission.

Bhat said this is just for my clarification. So, you said the impervious surface went from 40 percent to 49 percent, the 9 percent increase if I just look at the area, it's certainly not coming from the additional building, right? So, is it just the basketball court behind and plus anything that's in front of the building? Erickson replied so, the 9 percent would be the addition of the building, a little bit of pavement, but it would include the basketball court. The threshold right now as it is, it's very, very close, and I don't have the number on me, it's like just below the threshold, so it's pretty close to 40 percent as it is. Bhat said okay, and this is 49 percent of the total area. Erickson replied the site, so the whole parcel. Bhat said okay, thank you.

Frazier asked if there was any further discussion. Otherwise, I would look for a motion.

Woodman made a motion to approve the Site Plan Review, Conditional Use Permit, and Variance for the proposed Transition Building. Bhat seconded.

Frazier asked if there was any further discussion on the motion. Brittain asked does the motion include the conditions stipulated in the staff report? Frazier said good, clarifying question. Commissioner Woodman is nodding his head, so I'm assuming that's a yes, all right. Woodman replied I was just bringing them up quick. Frazier said okay, so, I have a motion to approve, subject to the conditions in the staff report; I have a second for that motion. Any further discussion? There was none.

The motion was approved unanimously (7-to-0 vote).

B. Real Estate Equities (Hadley Ave. Apartments) - Cases CP/ZA/SP2024-024

Real Estate Equities has applied for a Comprehensive Plan Amendment to change the land use of a 4.7-acre parcel of land located on the southeast corner of 100th Street and Hadley Avenue from Medium Density Residential to High Density Residential; a Zoning Amendment to change the zoning from AG-2, Agricultural, to R-6, High Density Residential; and a Site Plan Review of a proposed 164-unit affordable rate apartment building.

Pierret 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.

Brittain said you mentioned that the density that was on the driving range, the old Mississippi Dunes, was transferred to this site. Can you expand upon Met Council's requirement for our community as a whole to have a specific housing density within the community and how that may pertain to the desired transfer of density from one area to another? Pierret replied yes. So, the proposal would be for the density to be guided, so it has not happened yet, it would take this body and the City Council to approve re-guiding this parcel as High Density Residential. Essentially, with the Met Council, it is in our 2040 Comprehensive Plan that this area was guided as Medium Density Residential, just from a standpoint of density, proposed development, all of those

sorts of things. However, with the DNR purchasing the driving range, that land will be preserved, it will not be developed upon; so, those units of density can be shifted within the same general area with Met Council approval to give additional density to parcels within the same area. The Met Council's approval for administrative review includes things such as minimum parcel size, that this will not affect our public utilities infrastructure, and things like that. So, we have planned for this many units; they're just shifting from one part of the neighborhood or community, we'll say, to this specific parcel so that a higher-density development can happen. Brittain asked so, how do we go from Medium Density, Medium Density to High Density? Is it taking the number of homes or housing units that were predicted for this area here, and the number that were predicted for this area over here, and combining them? And due to the challenge of the shape of this property required High Density to over a broader area still having to support those same number of housing units is the reason why it needed to become High Density? Pierret replied yep. So, Commissioner Brittain, you are correct. So, the density for the Medium Density portion of this Real Estate Equities parcel, like I mentioned in here was up to, I believe, 15 units per acre. When we take the units per acre that were designated for the DNR's parcel, we're not going to be taking all of those units, we'll only be taking about 50 of those units that were designated for the DNR's parcel and shifting them to the Real Estate Equities parcel. So, we are adding those together on this Real Estate Equities parcel to get some greater density, multifamily housing that is greatly needed in the community, as well as on this specific parcel. Medium Density Residential and Single-Family homes on a 4.7-acre parcel would be much more difficult to develop. Brittain said so, we're attempting to meet an overall community housing density, and we're using this as a tool in order to meet those overall numbers for the community as a whole. Pierret replied correct, and Brittain said okay, thank you.

Fisher asked can you give an example, and you may not be able to, given that you're fairly new here, of a time when we used transferred density in the past? Maybe Emily might be better suited to answer that. Pierret replied I could answer it, but I'll let her go for it. Schmitz said Mr. Chair, Commissioner Fisher, I can think of two other instances: So, the Norhart project, if you're familiar, in this exact same area, one of the parcels, we conveniently refer to it as the Zywiec 40, but that Norhart project was approved with the transfer of density as well to meet that High Density. And then the second was a project, the Bluestem Apartments, we evaluated the area and some of that area was preserved for quite some time as pond and open space, and so that density was not ever used. And to Commissioner Brittain's point, when we look at our Comprehensive Plan, the Metropolitan Council guides us to a total density or growth that they would like to see the community meet, and obviously, that's spread across multiple different types: You have Low Density, Medium, and High, and however the community develops, you're wanting to meet that standard that you've identified in your long-range plan. So, a little bit more than you asked for, Commissioner Fisher, but I hope that answers your question. Fisher replied no, I understand it. Where is the Bluestem Apartments again, or do those not exist? I don't remember. Schmitz replied that is just across from Grove 80, or the old City Hall location; those apartments have just been constructed, actually hopefully opening within the next month or so. Fisher replied by Dunkin' Donuts, Schmitz said exactly, yeah. Fisher said I know that place, thank you.

Bhat said so, I do see that there is already an existing High Density area here, just next to the lot. Why is that lot not being used, and why are you rezoning this lot? Pierret replied that parcel that you are referring to is the former Norhart parcel that was approved for up to 299 apartment units around 2023. They were attempting to revamp their Site Plan last year; however, that project has now been withdrawn and will not be constructed. So, the Norhart project was moving forward while the Real Estate Equities group was also attempting to move forward with their project, so the Norhart project has been dropped; so, that is why there is another High Density parcel there, and it is not Real Estate Equities' property, and they were not working on that because it was anticipated another apartment development was going there. Bhat said thank you.

Woodman asked is there a standard for the number of entries and exits for an apartment complex like this? I noticed there's only a single egress and ingress point, it'd be going right onto Hamlet, which would then divert traffic down to Hadley and around. So, it's almost like to get in and out of the apartment complex, you have to drive all the way around the complex, which I'm sure homeowners in the area would rather have that exit directly onto 100th and that type of thing. So, is there a minimum or the reasoning behind that? Pierret replied I'll invite our Assistant City Engineer, Crystal Raleigh, and then the applicant looked like he may have wanted to step in and answer that, so we'll take turns. Raleigh said part of the reason for the entrance being right onto Hamlet Avenue is that it's a lower-volume roadway. When we've got a decent amount of traffic coming in and out of an apartment building, it's better to put them out on that lower-volume roadway than it is to have several accesses on the high volume 100th Street or Hadley Avenue.

Frazier said we'll hold off on the applicant; we'll get to you guys, but we're going to do staff questions first, though, so any further questions for staff?

Stephens said so, with some of the stormwater stuff, there is and maybe you can just clarify a little bit, there was some discussion about the back-to-back not meeting the freeboard requirements. I think my only question about that, because it's on the back-to-back, Hamlet would overflow, is that right? Raleigh replied this is a really interesting site as it relates to stormwater, it really sits in a low area, which it doesn't appear to be a low area when you're out there, but there's not a lot of places for stormwater to go. So, it's been an interesting challenge for the developer to try to meet the City's big freeboard standards. So, given that, we did have them run the back-to-back, 100-year; so, I don't have my report right in front of me, but I believe that's somewhere around the line of 14 inches of rain in a 24-hour period, or perhaps a 48-hour period. We evaluated that condition to see what would the stormwater do in that instance: It would overtop a little bit out onto Hamlet Avenue. At that point, it would be into the storm sewer system of Hamlet Avenue. If the storm sewer system is surcharging, we did evaluate that neighborhood to the north to see are we flooding anybody out and we're not. And that was, again, a back-to-back 14 inches of rain, it's a big event. Stephens said and they would still have, if it flooded, the apartment people, they'd still have access, they can just go around, right? Like if the crossing flooded, they still have access on Hamlet, right? Raleigh replied that's correct, yes, to Hamlet. There would maybe be 6 inches of water in the street, and don't quote me on that number, but the street would still be passable in that condition, yes. Stephens said okay, and I saw that the apartments are like well above it, it's just the Hamlet; so, I just wanted to ask about that with the access. Raleigh replied yeah. With the evaluation, what we were really looking at there was to see if it was going to overtop and go down into their garage, and it doesn't do that. Stephens said it looks like it just drops off down there, that's why I wanted to ask. Okay, thank you for clarifying that.

Fisher said it was referenced several times that this is helping meet the need of the community for this type of housing. How do we know that this is the type of housing that people in our community are looking for? Is there a survey or is there some sort of, do you go off the census? Like how does the City take those, I mean, where do we get that statement that we need that in our community? Pierret replied good question, that comes from the Maxfield Housing Research Study that we did in 2024 for the City of Cottage Grove; that found that particularly the affordable rental market in Cottage Grove is at a 0% vacancy rate, so there is a pent-up demand for this type of rental unit in the City. I believe in the report it stated that Cottage Grove could support up to 177 units of affordable residential, so this will really go towards that need in the community. Fisher said thank you.

Knable asked with the parking garage being about 200 feet off from the entrance, how's the garbage going to be taken care of there? I mean, are they going to have a separate stall that will be down in the parking ramps? Pierret replied good question, probably for the applicant, though. Knable said and then what are the total number of stalls? I don't know if I missed it somewhere on here. Pierret replied that is a good question. So, the total number of stalls is over 300 parking stalls total on the site; they are required by the County for some of their funding and things to have a 1:1 parking ratio of above-ground parking I'll say, so they have 164 parking stalls outside, open air, and then they also have I believe it was 140 or so underground stalls. So, they are over 304 stalls, which is over and above what is required by City Code. Knable said thank you.

Frazier asked if there were any further questions for staff, and none were asked. Frazier thanked Pierret very much for fielding those.

Frazier said all right, at this time, if the applicant would like to approach and add anything additional and maybe answer a couple additional questions.

Enrico Williams with Kaas Wilson Architects, 1301 American Boulevard East, Bloomington, Minnesota, said I am the Project Manager and Project Architect for this particular building. I can speak to any questions you may have about the building itself, it's just a very high level, we are looking at four stories above grade, one level underground. The underground parking houses 148 parking stalls. Williams said there was a question about trash. Typically, for this type of building, we have an internal trash and recycling chute that goes down to a trash collection room. Then, during trash pickup days, the maintenance person will take a skid or a four-wheel drive, cart the dumpsters out to the garage entrance for the garbage trucks to come, pick up the trash, and leave. So, it's as anti-invasive as possible. There was a question about one entry point for the site. The site design was laid out for a number of different reasons, one of them being information from the Traffic Study, another one is working with the City, and the third is Fire Code. So, when you're under approximately 200 units, you only need one entry in and out of the site. For the building itself, we designed the exterior façade to meet City Code standards, as listed in the report: So, 35% Class A materials, some Class 1 materials, the primary material will be a cultured-stone look adhered to the side of the building, and then a mix of different varieties of siding panel and wood-look siding. We have varying parapet heights at 47' above grade, on average; the intent of the varying heights is to break down the scale and massing of the building overall as you work your way around. There's a mix of one-, two-, and three-bedroom units of various sizes. So, that's just a very high-level description of the building. If you have any specific questions, I'd be happy to field whatever I can.

Frazier said all right, thank you, and asked if there were any questions for the applicant.

Fisher said I'm looking at one of the photos that shows the corner of the building really like very, very close to the setbacks of the corner of the lot, around the curve of 100th. I'm just curious if there are concerns about traffic there, because that road's going to become very, very busy over the next 10-to-15 years, with the development there and with the realignment that we have been planning and talking about. I'm just wondering if there are concerns about cars taking that curve too fast and slamming right into the building there, because it just seems like it's very, very close to that corner, and I know it technically meets setbacks, but also just knowing how people drive, it seems a little dangerous to me to have that so close there. Raleigh replied one thing that's important to remember about those setbacks is that these are big, wide Right-of-Ways; so, we have 180-foot of Right-of-Way, I believe, dedicated through there. So, most typical subdivisions have a 60-foot Right-of-Way and then that 20-foot setback. So, we're getting an additional, I can't do the math, but it's quite a bit of open space, so that it's not anticipated that that building corner is going to be a vision problem because it is set quite a ways back from the intersection itself because of that wide Right-of-Way. Fisher said okay, thank you.

Bhat asked so, regarding the Hamlet Avenue realignment, is that a permanent thing, or is it only during the construction? Because if I look at these drawings, it seems that it is a permanent thing that Hamlet Avenue is going to be realigned or rerouted. I do see a curve coming up from the Site Plan. Raleigh replied Hamlet will not be changed, like the geometry of Hamlet Avenue how it currently is won't be changed. This driveway will be an additional driveway off of Hamlet as it is today. Hamlet Avenue is currently a rural section, so there are some gravel shoulders and ditches; the developer is required to upgrade that to an urban section with curb and gutter and storm sewer system, so that will be happening. But the road that's there today will be there after the development. Bhat said thank you.

Woodman asked is Hamlet and 100th, all of that area, are those roadways measured to be able to handle this capacity into the future? I'm just not familiar with that planning there. Raleigh replied the Hadley and 100th intersection was definitely designed with growth in mind, as we know this area of the City is expanding. That design kind of started in 2016 and was finally finished up in construction last year, but it is set up for additional traffic that's in this neighborhood and is going to be in this neighborhood over the next 5 to 10 to 15 years.

Frazier asked if there were further questions for the applicant or staff, I guess, since Crystal's still there, and none were asked. Frazier said thank you very much to Williams.

Frazier opened the Public Hearing.

Frazier said before we have our first person step up, we did receive two letters that were placed on the dais for commissioners, a letter from Annie Elmer and a letter from Lyle Bergman. Both of those will be included in the public record without objection. So, whoever would like to step to the podium first, state your name and address.

Commissioners, my name is Mike Porter, I live at 9870 Hamlet Court. So, I've lived in Hamlet Court for over 20 years, it was all corn, and I have no problem with change, but listening to some of the stuff the developer and the ladies had said doesn't make a lot of sense to me. They talked about they don't have enough space for the seepage and they talked about the garages. All these places have basements with egress windows, so you're not worried about the garage flooding, the house is going to flood. They talked about the Dunes, the Dunes is so far away and it's down; it doesn't matter how much or how big they build back there, I would never see it, I'd never hear it, it wouldn't matter about the dog park, the light, nothing would bother me. These places are directly across from us, they will block our view, they will block your solar, the amount of traffic will triple from what people are already living there. The people that live there, we have two exits for 144 places, that is probably five times the space. All they want is to come here and have an excuse to make a bunch of money. They are going to realign 100th, build that stuff down by the highway when they get the realignment. It doesn't need to be across from us. Thank you.

I'm Nancy Delmore, I live at 9835 Hamlet Lane. My basement has flooded several times, and they've had to redo the area around my basement, that's before you do this rainwater issue. My insurance company paid \$5,000, and my Homeowners Association paid the outside costs. Another thing to consider is that our Hamlet was not made to be a thoroughfare. Hadley is made somewhat to be a thoroughfare, but we have a school on Hadley Avenue, that when you go through there at different times of the day, there's children playing in that playground. That road backs up when parents are leaving off their children and picking them up. The school buses run all over there, the school bus runs on Hamlet, that's where the kids from my neighborhood are

picked up. This is just wrong. If you wanted to empty out on 100th, that's a different story. If you go out there and look at the way it is, it's a mess. When they changed 100th to go a different direction, it really made it so I have to go through my neighborhood instead of just going out on 100th and over to Jamaica, and now we're going to have all these extra people there. The children in my neighborhood are used to playing in the neighborhood, often they're playing on the streets, I know that isn't probably right, but if you're going to turn it into a racetrack. Plus, when I was younger, I volunteered for South Washington County's Community Justice Program, and I know that 80-to-90% of the police calls were for the high-density apartments. Thank you.

Hello, my name is Andrew Nelson, I live at 9874 Hamlet Lane South, which is again those townhomes directly to the north. I'm kind of getting a lot of assurances that we're not really going to be affected, but I mean, we live there. It doesn't really pass the eye test to me, especially something of that density in a rather small section of land there, which again has a limited entry point as it is. The way things are currently, we're already getting a bunch of houses that are built that were not there even 10 years ago. We have massive expansion already going on in our neighborhood, and I can tell you even if people are going onto 100th, rather than Hadley, not everybody's going to be going onto 100th, a lot of those people are going to be going up Hadley. And I don't know if anybody is aware that on the council here, but 80th is already becoming a problem at the intersection at Hadley, 80th and Hadley. It's backing up to the point where we're having accidents at that stoplight at the Holiday at 80th, and there's another stoplight directly to the east there from the 80th intersection with Hadley, and I can't see how this problem gets any better with all of that. And then on top of this, I feel like we don't talk enough about how the Pine Hill Elementary School is already at capacity, and we didn't really get what we needed as far as expanding that, and we already have houses going up near the Dunes over there and all around our townhomes. And I just, I don't know, I guess I'm not understanding how what we're doing is going to be properly supported by the existing roads and the school infrastructure, and I know the School Board is desperate to get their schools expanded. I feel like we're just putting them behind the eightball with all of this, on top of putting the rest of us behind the eightball with really a concentrated large expansion in one area. Anyway, that's some of my concerns, hopefully that'll be things that'll be considered.

Hello, Bonnie Matter, 6649 Inskip Avenue South, it's nice to see you. My only questions are this: I know the Met Council requires high density, I understand that and I understand why. I guess what I would like to know is does the Met Council then look at the infrastructure that's required from a water standpoint, energy standpoint, or heating and lighting, and also waste? So, that's what I'd like to know. Thank you.

No one else spoke. Frazier closed the Public Hearing.

Frazier said I'm going to have staff address some of the concerns or questions that were brought up so that way we can get those answered for the commission.

Pierret said thank you, Mr. Chair. So, when we talk about the stormwater, the flooding of houses and everything across the street, I will probably have to defer more to our engineering crew. I just want to make sure we heard Crystal talking about the water that would overspill onto Hamlet, that would be 6 inches, and it would not impact any of those surrounding residences, the townhomes and single-family homes. All of that has been investigated. When we talk about the future realignment of 100th Street and better places for this type of development, the City is actively working on future redevelopment or future planning for these types of projects, like the realignment of 100th Street. However, those projects are not ready right now, those areas are not ready for development right at this moment. And like I mentioned earlier, the housing research study says that we need this multifamily housing in Cottage Grove right now to house our people, as there's a 0% vacancy rate right now. When we talk about the schools and the overcapacity that the City understands and the School District, who was just here tonight, of course understands all of that. The City has biweekly meetings with the School District, we are very much connected with them, and they have several projects that they are bringing forward, including many more that you will be seeing in the coming year and the coming years ahead for expansion of various schools within Cottage Grove within the School District. So, the School District is well aware of their needs, they are addressing those needs, and the City is working with them on addressing those needs. When we talk of the size of the parcel, the density, the development size, it is acknowledged this is a smaller parcel at 4.7 acres, compared to say the other parcel, the former Norhart parcel. But the developer has done a very good job of fitting in what they could fit in on this parcel, as far as the number of units, the parking that they were required to add due to the County's requirement for that 1:1 outdoor parking; they've really fit what they could fit on the parcel, they meet all of the City's standards for our setbacks, our height, our impervious surface coverage, all of those items. Regarding the Met Council for higher density, if they look at energy, wastewater, all of those types of things, that is another big part of what the Met Council does; they look at not just the density needs, but if we need this density, how will that affect the other portions of our community, the

wastewater needs, the water needs, the energy needs. All of that is something that the Met Council does take into consideration, and it's something that we as a City are required to also be taking into consideration as we move towards our 2050 Comprehensive Planning process. I'll stop there.

Frazier said all right, I think that's all I had, too. Samantha, I just do want to ask you about the density because I know there's been some discussion about the size of the property and is this an appropriate property, based on it being just under 8 acres, I think it is, for a high-density project. How we measure density, how the Met Council measures density is based on the size of the lot itself, correct? Pierret replied, correct. Frazier said and so when we're talking about a high-density unit of being over 15 units per acre, that calculation is already factoring in the size of the property as well, correct? Pierret replied Mr. Chair, you are correct. So, high density is going to be that 15 up to 30 units per acre; when running the numbers for this particular project, we hit around 21 units per acre, so we aren't even at that total maximum there. However, this number is what the site can handle as far as we can see that they are meeting all of our Code standards, but they are meeting, they are just meeting them, so that's important to know. Frazier said okay, thank you.

Brittain asked could you expand upon 100-year back-to-back and what that means, and how likely it is to occur when you talk about storms? Pierret replied Commissioner Brittain, I will certainly have Crystal expand upon that for you. Frazier said and Crystal, maybe you can answer Commissioner Brittain's question first, but then touch on the issues with neighbors having basement flooding and what's going to happen with this project as well. Thank you. Crystal said when we talk about the back-to-back 100-year storm, this isn't something that we're modeling often, this is something that we model in a condition where some areas of development are situated maybe higher on a hill than other areas. So, in those typical scenarios, we're evaluating a 100-year storm and looking at where it overtops and what happens if we get some big catastrophic rain event. In areas like this one, when there's not really a lot of space for the stormwater to go, that's when we look at a back-to-back 100-year storm. So, we really dive in and double the amount of water that comes to the site artificially, through a stormwater model, and then we look at where does the pond to in this development when we run that back-to-back storm. It's important to note that the townhomes to the north were constructed under different stormwater standards, which are less stringent than our stormwater standards today. So, while there may be some flooding that's happening in the townhomes to the north on big storm events, it's likely due to the standards that that subdivision was designed under. Today's standards are much more stringent and we're requiring the site to contain more of its stormwater than would have been required in the past. Does that answer the question? Brittain said so, 100 years, back-to-back, how likely is that to occur? It isn't something you expect to happen very often, it's a worst-case scenario that you're planning for, and if it were to happen, you're expecting some water to pool off into the street, but it'd still be drivable. Crystal replied yeah, that's correct. In my lifetime, I haven't seen a back-to-back 100-year storm event; I mean, I think we've seen some events around here, maybe approaching 10 inches in a 24-hour period, that's a pretty high flood. This wouldn't overtop to Hamlet Avenue in a 10 inches in a 24-hour rain event; it would take something bigger than that, and even in that instance where we're overtopping to Hamlet Avenue, we're still not into the subdivision to the north. Brittain said okay, thank you.

Fisher asked do we know which school, which elementary school this parcel is being directed to? I know Pine Hill is the closest one; however, I know that the development to the west of there is Pullman. So, do we know where the kids that would potentially live here would go? Schmitz replied from a City's perspective, no, we don't know exactly. However, I do know that the School District, as I had mentioned, we meet with them biweekly, and we also provide them monthly updates with our projects. And, so, I'm certain they're planning internally, but to your point, some of those students are going to Armstrong, to Pine Hill, but I'm not certain of the answer there. Fisher said the gentleman that was up here talking about the school being inundated, I see that, I live on that side of the highway, and we do see that. My kids go to Pullman and have seen quite a large influx of kids from that new development just south of Summers Landing. So, I do think that's an important consideration, especially with something this large, you know, because the number of kids is bound to be pretty large. Raleigh said yeah, I did want to mention that the School District does utilize the Comprehensive Plans of the City when they're designing future plans for the schools. So, they're looking at our future land use, too. I know they're anticipating growth and development in this area, and that is triggering some of the projects that they're currently doing under that referendum, which I understand. I think Pine Hill's coming. Fisher said right. Has this project specifically been addressed? Because we're asking to go from medium density to high density, I mean that's a fairly large jump in what they maybe have been planning for or considering. Raleigh replied right, but with that density swap, from the SNA property to this property, it's still the same amount of homes that were in our planning. Fisher said so, they haven't talked directly about this specific one? Raleigh replied not that I know of. Fisher said okay. Schmitz said Mr. Chair, Commissioner Fisher, they're well aware that this project has been on the horizon. This project has been in the works for quite some time, and we've had that open communication with the School District, they're well aware. Fisher replied okay, thank you.

Frazier asked if there were any further comments or questions from the commission, and there were none. He said I want to thank everyone for coming out and giving your opinion, even just sitting and listening and being a part of the process. It's not very often that we get a full audience to see these meetings, but anyone who's been here before can tell you I give the same speech when we have a lot of people show up is thank you for showing up. Because this is the most direct form of government that has an impact on your life every single day, and so the fact that you show up and you care about your neighborhood, you care about your families, you care about your kids enough to come out on a Monday night when it's raining cats and dogs outside, says a lot about you and it says a lot about what you want in Cottage Grove to be better. All of us up here do, too, none of us are getting paid to do this, we all live in the community, just like you, and we're trying to do what we think is best for the community, based on the information we get. What I can tell you is this: Based on my personal view of what's going on right now, at this point it was already guided as medium residential. My back of the napkin math meant that even without re-guiding this, a developer could already put 100 units on that lot and would not have to come before us, we wouldn't have to be doing any re-guiding, rezoning, and they would already be able to do that without question. So, the question is now, if we are adding 50 more units to this piece of property, while protecting some other part of land in the City so that we can have some more park and open space, does that make sense knowing we have a need for this type of housing where there is none left? To me, that makes sense. I think the developer has done a good job here of making sure they're taking concerns about how many units are going in, about what's going on in this neighborhood, because they could have put a lot more units on this property. I think the Planning staff report says they could have put 234 units on this piece of property and been within the high density, and they're not asking for that; but they're asking for something that is going to give the City what it needs as far as housing and is going to give them the ability to do this and obviously make some money because that's the business they're in. But it's something that the City needs and at least in my view, I think the developer is trying to do what they can to be a good neighbor and to make sure that the people who are moving into this area can be neighbors to you all as well. I think the concerns about the School District, obviously that's a concern, the School District is a separate government organization, they have their own budget, they have their own needs, they control their own buildings. All we can do is tell them here's what's going on in the City, here's what we're expecting, and it's their job to make sure that their budgeting and putting students in desks where they can do that. Based on the presentation I've seen tonight, I believe that this is in the best interests of the City and that there is a good reason to amend the Comprehensive Plan and rezone this property in order to do this development. Would anyone else like to speak?

Stephens said I'll just clarify, I was asking about the storm event, was just curious to kind of hear, but to add a little bit more clarification that the back-to-back storm event we were talking about, just a 100-year event is less than a 1% chance; back-to-back, I don't know the statistics, but 1% and then 1%, it's like its rare. But it does look to me like obviously all of that work was done, and the City would have all of that assessment and everything for any downstream impacts, which makes me feel pretty good and like the due diligence was done for the stormwater piece of it. So, I mean, I agree it seems like the developer has done everything we kind of asked, checked all the boxes, and done what they could.

Woodman said I am in agreement that it's likely the right plan for it, but I would like to have the City come up with some type of Comprehensive Plan for this particular quadrant, like these four lots, at least an idea of what should be there knowing that NorthStar, or whatever that was called, has now cancelled or withdrawn. We're shifting what was going to be one big complex into another; what does that, like ideal state, what do those four look like? Taking into consideration what's been shared tonight, since we do have three more lots there now that don't really have clear owners to them. I would just like the City to come back with some type of idea in the future of how those should be used, ideally, since I don't think putting four giant complexes there would be the right idea. But, yeah, that's all.

Fisher said this one is hard for me, personally, because I understand what everyone has said out there. But as a commissioner and as somebody looking at this, willing seller, willing buyer, a plan that meets all of the laws and Codes that we work so hard to keep updated and clear, it's something I agree with my fellow commissioners that have spoken that it's something that we can't legally have a commission say no to, right? Is that reasonable? Frazier replied I agree. So, I appreciate what Chair Frazier said, too, about we like when people come out and talk about it. So, that's all I have to say.

Brittain said well, since our whole role here is to interpret the Zoning and Planning rules that we have in place and apply them to the project before us, I see that this project meets the rules that the community has in place at this time.

Brittain made a motion to approve Comprehensive Plan Amendment, Zoning Amendment, and Site Plan Review, subject to the findings of fact and conditions stipulated in the staff report. Stephens seconded. Motion passed unanimously (7-to-0 vote).

C. Summer Woods - Cases ZA/PP2025-011

Summergate Development has applied for a Zoning Amendment and Preliminary Plat on four parcels totaling 34.99 acres of land located north of 65th Street, west of the Langdon Hills Development, and south of the Eastbrooke Development, which will rezone those parcels from R-2, Residential Estate District, to R-3, Single Family Residential District, to plat 56 single-family lots.

Frazier stated that the applicant and staff agreed to continue this application to the June 23, 2025 Planning Commission meeting.

Fisher made a motion to continue Public Hearing on the Zoning Amendment and Preliminary Plat for Summer Woods to the June 23, 2025 Planning Commission meeting. Woodman seconded. Motion passed unanimously (7-to-0 vote).

7. APPROVAL OF MINUTES

A. Approval of the March 24, 2025 Planning Commission Meeting Minutes

Knable made a motion to Approve the March 24, 2025 Planning Commission Meeting Minutes. Bhat seconded. Motion passed unanimously (7-to-0 vote).

8. REPORTS

A. RECAP OF APRIL AND MAY 2025 CITY COUNCIL MEETINGS

Schmitz summarized the actions taken at the April 2, April 16, and May 7, 2025, City Council meetings.

Schmitz said as you can see, Council Member Justin Olsen is not with us this evening, as he is in Las Vegas at the ICSC conference; however, Council Member Dave Clausen has joined us this evening, and he has made himself available for any questions that you all might have for him.

Clausen said thank you, Emily, I'm just filling in for Justin, and Justin is much better at speaking than I am. If you have any questions for the Council, I'm happy to try to answer them, but she did a great job of reviewing the last two months.

Frazier asked if there were any questions for Emily or Council Member Clausen.

Woodman asked that plat by Woodbury, that's the next extension of Ravine Parkway, correct? Is that the plat? Schmitz replied yes, so as a part of that project, that segment of Ravine Parkway will go in as well.

Frazier said all right, thank you.

B. RESPONSE TO PLANNING COMMISSION INQUIRIES

Frazier said there was just one from the last meeting and asked Emily to go ahead. Schmitz said there was a letter response, as there were some questions posed about the Code Amendments and the EIS, EAW process and how that relates to State Statute, so there was a response in there for you.

C. PLANNING COMMISSION REQUESTS

Bhat said so, as we were going through the discussion today, I was wondering can we get a quick guide somewhere with respect to all these Zoning minimum and maximum specifications with regard to the number of housings? I know it's included in the packet, so instead of going back to the packet every time to look up that answer, could we have like a website or someplace where we can easily access those? Schmitz replied we'd be happy to put together, I'm going to call it maybe a little bit of a cheat sheet that would be a quick reference guide for all of you, absolutely. Bhat said if you could print it out and have it ready, that would be great; Schmitz replied yes, we'd be happy to.

Bhat said I have one more request. Again, going back, we keep talking about this Met Council always with regard to the fact that we have no Affordable Housing left in the City. Is that again somewhere we can access that information? Schmitz replied yes, we can provide you with those sections of our Comprehensive Plan, as well as our Housing Study that was just recently adopted, and all of that data is incorporated into both of those documents. Bhat said thank you.

9. ANNUAL ORGANIZATIONAL MEETING

A. APPROVE 2025 PLANNING COMMISSION RULES

Staff Recommendation: Approve the 2025 Planning Commission Rules.

Frazier said we already did officers at the March meeting, but there was a motion by staff to table the Rules until our next meeting, and we missed April, so here we are in May. The proposed Rules were included at the back of the packet for everyone to review. Unless there are any additions or modifications that someone wants to make to the Rules, I would look for a motion to Approve the Rules.

Fisher made a motion to Approve the 2025 Planning Commission Rules. Second by Knable. Motion passed unanimously (7-to-0 vote).

10. ADJOURNMENT

Frazier said one last thing before we adjourn tonight, this is Commissioner Stephens' last meeting so we will miss her on the commission. You've been a very great member to have just because you have that engineering background and the stormwater background and are able to ask those questions, as appropriate, because most of that goes way over my head. So, I really appreciate your expertise you bring to the commission and the fact that you do such a great job every time at the meetings. So, thank you very much for your work for the City and your work for this commission. We'll miss you. Stephens replied thank you. I'll hopefully be back, this is just a break, so, yeah, it's been great working with you all. I've learned a lot.

Stephens made a motion to adjourn the meeting. Fisher seconded. Motion passed unanimously (7-to-0 vote). The meeting was adjourned at 8:20 p.m.



City Council Action Request

7.C.

Meeting Date 8/20/2025

Department Administration

Agenda Category Action Item

Title Massage Therapist License - Mary Denise Seifert

Staff Recommendation Authorize issuance of a Massage Therapist License to Mary Denise Seifert to work at The Healing Place (8617 West Point Douglas Road).

Budget Implication N/A

Attachments	1.	Memo - Massage Therapist (Mary Seifert)
	2.	Massage Therapist License Seifert Aug 13 2025



To: Honorable Mayor and City Council Members
Jennifer Levitt, City Administrator
From: Tamara Anderson, City Clerk
Date: 8/13/2025
Subject: Massage Therapist License Application – Mary Denise Siefert

Application

On August 7, 2025, Mary Denise Seifert applied to operate as a licensed massage therapist at the business named The Healing Place of Cottage Grove, at the address of 8617 West Point Douglas Road South, Cottage Grove, MN 55016.

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

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

Proof of Education/Certificate

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

Must meet one of the following:

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

Staff Recommendation

Authorize issuance of massage therapist license to Mary Denise Seifert.

To: City Administrator Jennifer Levitt
From: Director of Public Safety Peter J. Koerner
Date: August 13, 2025
Subject: **MASSAGE THERAPIST LICENSE APPLICATION**

INTRODUCTION

All persons requesting to practice massage therapy within the City of Cottage Grove, are required by City Ordinance to be licensed.

BACKGROUND

Pursuant to City Ordinance, Mary Denise Seifert, 6960 10th Street N, Oakdale, MN 55128 has submitted an application for a Massage Therapist License to be independently contracted by The Healing Place of Cottage Grove, 8617 West Point Douglas Road S, Suite 140, Cottage Grove, MN 55016. The Department of Public Safety is required to conduct a police investigation of the applicant.

DISCUSSION

The application of Mary Denise Seifert, 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 a Massage Therapist License, under the provisions of the City Ordinance.

RECOMMENDATION

Recommend that the City Council approve the Massage Therapist License application for Mary Denise Seifert.



Peter Koerner – Director of Public Safety

08/13/2025



City Council Action Request

7.D.

Meeting Date	8/20/2025		
Department	Administration		
Agenda Category	Action Item		
Title	Response to Open Forum Question (8-6-2025)		
Staff Recommendation	Receive the response to the City Council open forum inquiry on August 6, 2025.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>9424 Jergen Place South_Open Forum Response</td></tr></table>	1.	9424 Jergen Place South_Open Forum Response
1.	9424 Jergen Place South_Open Forum Response		

August 13, 2025

Diane Anderson
9424 Jergen Place S
Cottage Grove, MN 55016

Ms. Anderson,

At the August 6, 2025, Council meeting, your comments were received during open forum related to the City's code standards for dead trees on private property.

It is true that the City regulates diseased trees. Specifically, in Title 4, Chapter 4 of the Cottage Grove City Code entitled "Diseased Trees." The purpose of the regulation is "to carry out and enforce the provisions of Minnesota Statutes, Chapter 18G, as the same relates to the control of dutch elm disease, oak wilt, and emerald ash borer disease." Chapter 18G specifically gives the City authority to adopt regulations "to control and prevent the spread of plant pests and diseases" and "require the owner to destroy or treat plant pests, diseased or invasive plants, or other infested material." What is important in Chapter 18G is that an infested plant is deemed to be a "public nuisance." An infested plant is considered a public nuisance because it is something that if left unabated can impact trees in the neighborhood or the throughout the City. Yes, this section mentions that the City can remove "dead" trees, but this is only in the context of a dead *diseased* tree.

There are two general categories of nuisances: public nuisances and private nuisances. The City may only regulate public nuisances, according to the Minnesota Supreme Court case *St. Paul v. Gilfillan*, 36 Minn. 298, 31 N.W. 49 (1886). However, to be a public nuisance, it must affect a considerable number of persons, like the infected plants. The City cannot regulate private nuisances, because they typically only impact one person, usually a neighbor. They are the responsibility of the alleged injured individual to resolve. The private individual has the ability to either work with the neighbor to remedy the situation or file a suit in court to request the neighbor take down the tree or pay damages.

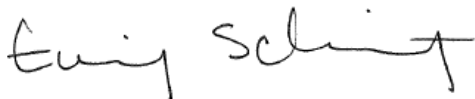
If the City attempted to address all dead trees in the City, first, it would be difficult to manage such enforcement from a staffing perspective with only one code enforcement officer and one forester. Second, even if we enforced it, the City only has two potential remedies for such enforcement: criminal citation as a misdemeanor or abatement. These options have their own challenges. Criminal citations require a property owner to appear in court and be prosecuted for having a dead tree. The penalty of a criminal conviction is either up to 90 days in jail or a \$1,000 fine. Neither of these penalties in criminal court address the dead tree.

On the other hand, if the City chooses to abate the dead tree and have it removed, there are a couple of paths to get to the removal. If the property owner voluntarily allows the City to remove it, at a cost of potentially \$5,000-\$10,000, depending on the size of the tree, it will be assessed against the property owner's taxes. The City has to front these costs and the costs are reimbursed when the assessment is paid with the property taxes, which can be up to a year later, or more. If the City did abatements for all dead trees, the City would need to establish a separate fund just for these abatements, with hundreds of thousands of dollars reserved. In the event the property owner did not voluntarily agree to the remove and instead challenged the abatement, the City would have to initiate a district court action and obtain a court order to remove the dead tree. This can cost up to \$50,000 or more in attorneys' fees.

This is not a matter of the City not caring about the removal of dead trees on private property. It is an allocation of the City's limited resources. The City has determined that the removal of dead trees on private property that pose no risk to the public as a public nuisance, is a civil matter between two property owners.

For more information on public vs. private nuisances, here is a MN House Research publication that was fairly helpful. <https://www.house.mn.gov/hrd/pubs/nuislaws.pdf> The discussion on local ordinances declaring public nuisances begins on p. 8.

Sincerely,



Emily Schmitz
Community Development Director



City Council Action Request

7.E.

Meeting Date 8/20/2025

Department Community Development

Agenda Category Action Item

Title Rental License Approvals

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

Budget Implication N/A

Attachments

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: August 13, 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 listed in the attached table.

2025 RENTAL LICENSES
CITY COUNCIL APPROVAL - AUGUST 20, 2025

RENTAL LICENSE NUMBER	PROPERTY STREET #	PROPERTY STREET NAME	PROPERTY OWNER
RENT-002840	6983	Pine Crest Trail South	Tom Long
RENT-002847	6886	Meadow Grass Ln S	Miriam Shook
RENT-002850	6764	Meadow Grass Ln S	Vera Anderson

Multi-Family:

Woodridge Coach Homes, 8532 Jeffery Avenue South; 1 Building, 8 Units



City Council Action Request

7.F.

Meeting Date	8/20/2025				
Department	Engineering				
Agenda Category	Action Item				
Title	Water Tower Antenna Lease 2nd Amendment - AT&T Pinehill Water Tower Site				
Staff Recommendation	Approve the 2nd Amendment to the Amended and Restated Site Lease Agreement with AT&T at the Pinehill Water Tower Site.				
Budget Implication	N/A				
Attachments	<table><tr><td>1.</td><td>Memo</td></tr><tr><td>2.</td><td>Lease Agreement</td></tr></table>	1.	Memo	2.	Lease Agreement
1.	Memo				
2.	Lease Agreement				



To: Honorable Mayor Bailey and Members of the City Council

From: Kori Land, City Attorney

Date: August 20, 2025

Subject: Water Tower Antenna Lease 2nd Amendment – AT&T Pinehill Water Tower Site

BACKGROUND

The City and AT&T entered into a Water Tower Lease Agreement on October 6, 1990, which has been amended several times over the years. On January 1, 2016, the Lease was amended and restated in its entirety to update it with our standard lease agreement terms. This new lease was then amended on June 17, 2020 to upgrade the antenna facilities, which resulted in increased rent.

AT&T recently requested to upgrade their antennas at the site, but they are not changing the footprint of the space they lease, so there will be no increase in rent. However, we need to amend the current lease to replace an exhibit with the new and upgraded site plan. They also requested a change to the notice section updating the addresses for AT&T. The lease does not expire until December 31, 2048.

The lease is being amended as follows:

- The site plan in Exhibit C is being replaced with the new upgraded site plan.
- The Notice section is updated with current addresses for AT&T

ACTION REQUESTED

Approve the 2nd Amendment to the Amended and Restated Site Lease Agreement with AT&T at the Pinehill Water Tower Site.

**SECOND AMENDMENT TO THE AMENDED AND
RESTATED SITE LEASE AGREEMENT
AT&T PINEHILL WATER TOWER SITE
COTTAGE GROVE, MINNESOTA**

THIS SECOND AMENDMENT TO THE AMENDED AND RESTATED LEASE AGREEMENT ("Second Amendment") is effective this ____ day of _____, 2025 (the "Effective Date"), by and between the **City of Cottage Grove, Minnesota**, a Minnesota municipal corporation, having a mailing address of 12800 Ravine Parkway South, Cottage Grove, MN ("Landlord") and **New Cingular Wireless PCS, LLC**, a Delaware limited liability company ("Tenant").

WHEREAS, Landlord and AT&T Wireless Service of Minnesota, Inc., a Nevada corporation (the "Original Tenant") are parties to that certain Site Lease Agreement dated as of October 6, 1999, as amended by that certain First Amendment to Site Lease Agreement dated March 20, 2002, and by that certain Second Amendment to Site lease Agreement dated October 8, 2011 (collectively, the "Original Lease"); and

WHEREAS, Tenant is successor in interest to the Original Tenant; and

WHEREAS, the parties amended and restated the Original Lease in its entirety in that certain Amended and Restated Site Lease Agreement dated as of January 1, 2016, which was amended by that certain First Amendment to the Amended and Restated Site Lease Agreement dated June 17, 2020 (collectively, the "Current Lease"), which is incorporated herein and made a part hereof by reference, in regard to certain property located at Outlot B and Outlot C, Pinehill Acres First Addition, in the City of Cottage Grove, County of Washington, State of Minnesota, and relating to the installation and operation of Tenant's wireless communications equipment; and

WHEREAS, Landlord and Tenant desire to amend the Current Lease to replace Exhibit C of the Current Lease (the "Antenna Facilities" site plan), with a current antenna facilities site plan; and

WHEREAS, Landlord and Tenant desire to amend the Current Lease; and

WHEREAS, Landlord and Tenant hereby express their mutual desire and intent to amend the Current Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, receipt of which is acknowledged, Landlord and Tenant agree as follows:

1. Remove and Replace. The site plan in Exhibit C of the Current Lease is to be removed and replaced with the site plan attached hereto as Exhibit A-1.
2. Remove and Replace. Section 25 of the Current Lease is hereby removed and replaced as follows:

Notices. All notices, requests, demands and communications hereunder shall be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices shall be addressed to the parties as follows.

If to Landlord: City of Cottage Grove
Attn: City Administrator
12800 Ravine Parkway South
Cottage Grove, MN 55016

With copy to: LeVander, Gillen & Miller, P.A.
Attn: Cottage Grove City Attorney
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121

If to Tenant: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site # MNL03118, Cell Site Name: Cottage Grove (MN)
FA 10081736
1025 Lenox Park Blvd NE, 3rd FL
Atlanta, GA 30319

With copy to: New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site # MNL033118, Cell Site Name: Cottage Grove (MN), FA
10081736
208 S. Akard Street
Dallas, Texas, 75202-4206

The copy sent to the Legal Department or City Attorney is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided in this Section.

3. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Current Lease and this Second Amendment, the terms of this Second Amendment shall control. Each reference in the Current Lease to itself shall be deemed also to refer to this Second Amendment.
4. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Current Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed on the date and year written below effective as of the Effective Date above.

LANDLORD:
CITY OF COTTAGE GROVE

By: _____
Myron Bailey
Mayor

By: _____
Tamara Anderson
City Clerk

STATE OF MINNESOTA)
) ss
COUNTY OF WASHINGTON)

On this ____ day of _____, 2025, before me a Notary Public within and for said County, personally appeared Myron Bailey and Tamara Anderson to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and the City Clerk of the City of Cottage Grove, the Minnesota municipal corporation named in the foregoing instrument, and that it was signed on behalf of said municipal corporation by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

Notary Public

TENANT:
NEW CINGULAR WIRELESS PCS, LLC
a Delaware limited liability company

By: AT&T Mobility Corporation, its Manager

By: *Andrew Sackreiter*

Name: *Andrew Sackreiter*

Title: *Director*

Date: *8-8-25*

STATE OF MINNESOTA)
) ss:
COUNTY OF RAMSEY)

On this 8th day of August, 2025 before me personally appeared Andrew Sackreiter, and acknowledged under oath that he is the Director-Construction & Engineering of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC and as such is authorized to execute this instrument on behalf of the limited liability company.



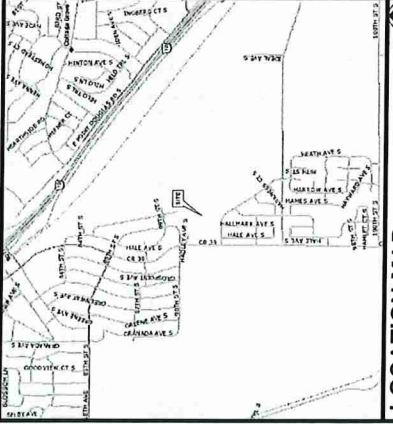
Shannon B. Leners
Notary Public

EXHIBIT A-1

[See attached Plans and Specifications]

AT&T SITE NUMBER: MNL03118
PROJECT DESCRIPTION: 5G NR RADIO 5G NR 1SR
CBAND UPGRADE
TOWER TYPE: 123' WATER TANK
SITE ADDRESS: 7130 S 92ND ST
COTTAGE GROVE, MN 55016
(WASHINGTON COUNTY)
JURISDICTION: CITY OF COTTAGE GROVE
PRESENT OCCUPANCY TYPE: TELECOMMUNICATIONS FACILITY
CURRENT ZONING: R-3
PARCEL ID: 2002721220004

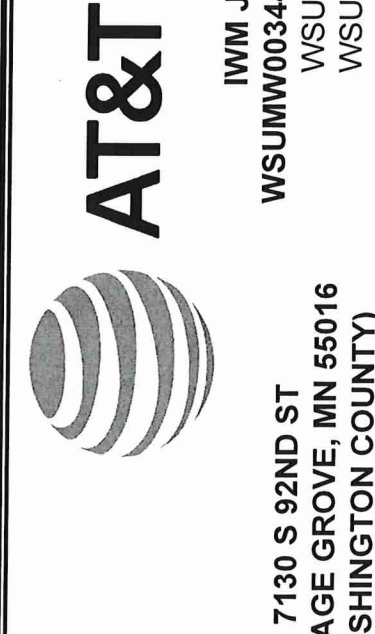
PROJECT INFORMATION
LATITUDE: N 44° 49' 1.9992" (44.8172222)*
LONGITUDE: W 92° 57' 42.0012" (-92.9616666)*
GROUND ELEVATION: ± 937' (AMSL) **
* INFORMATION PROVIDED BY AT&T
** INFORMATION PROVIDED BY GOOGLE EARTH
TOWER COORDINATES



DRIVING DIRECTIONS
DIRECTIONS FROM TURKEY TRACK AIRPORT-MY62 TO SITE:
HEAD WEST ON 165TH ST E TOWARD GOODWIN AVE. TAKE
168TH ST E AND US-41 N TOWARD GOODWIN AVE. TAKE
168TH ST E AND US-41 N TOWARD GOODWIN AVE. TURN RIGHT
ONTO 168TH ST E. CONTINUE ONTO VERMILION ST. TAKE THE
N/GREAT RIVER RD/HAUWATHA PIONEER TRL/VERMILION ST. TAKE THE
ROUNDABOUT. TAKE THE 2ND EXIT AND STAY ON JAMAICA AVE S.
CONTINUE ONTO 94TH ST. TURN RIGHT ONTO 94TH ST
S. TURN RIGHT ONTO HARRNESS AVE S. TURN RIGHT. DESTINATION WILL BE
ON THE RIGHT.

PROJECT INFORMATION:
TOWER OWNER:
NAME: CITY OF COTTAGE GROVE
ADDRESS: 200 CORPORATE DRIVE
CITY, STATE, ZIP: RICHMOND, PA 15317
CONTACT: RALPH@COTTAGEGROVEMN.GOV
APPLICANT/LESSEE:
NAME: AT&T MOBILITY
ADDRESS: 700 N. GARDEN AVE S
CITY, STATE, ZIP: BLOOMINGTON, MN 55431
CIVIL ENGINEER:
NAME: TEP
ADDRESS: 326 TRYON ROAD
CITY, STATE, ZIP: RALEIGH, NC 27603
CONTACT: ANDREW.BERGELUND, P.E.
(919) 661-6351
PROPERTY OWNER INFORMATION
NAME: CITY OF COTTAGE GROVE
ADDRESS: 200 CORPORATE DRIVE
CITY, STATE, ZIP: COTTAGE GROVE, MN 55016
CONSTRUCTION
NAME: MASTEC
CONTACT: CHRISTOPHER WATSON
EMAIL: CHRISTOPHER.WATSON2@MASTEC.COM
SAQ VENDOR DETAILS
NAME: SMARTLINK
CONTACT: JACQUELYN SPOHR
EMAIL: SMARTLINKGROUP.COM

CONTACT INFORMATION
TOWER OWNER:
NAME: CITY OF COTTAGE GROVE
ADDRESS: 200 CORPORATE DRIVE
CITY, STATE, ZIP: RICHMOND, PA 15317
CONTACT: RALPH@COTTAGEGROVEMN.GOV
APPLICANT/LESSEE:
NAME: AT&T MOBILITY
ADDRESS: 700 N. GARDEN AVE S
CITY, STATE, ZIP: BLOOMINGTON, MN 55431
CIVIL ENGINEER:
NAME: TEP
ADDRESS: 326 TRYON ROAD
CITY, STATE, ZIP: RALEIGH, NC 27603
CONTACT: ANDREW.BERGELUND, P.E.
(919) 661-6351
PROPERTY OWNER INFORMATION
NAME: CITY OF COTTAGE GROVE
ADDRESS: 200 CORPORATE DRIVE
CITY, STATE, ZIP: COTTAGE GROVE, MN 55016
CONSTRUCTION
NAME: MASTEC
CONTACT: CHRISTOPHER WATSON
EMAIL: CHRISTOPHER.WATSON2@MASTEC.COM
SAQ VENDOR DETAILS
NAME: SMARTLINK
CONTACT: JACQUELYN SPOHR
EMAIL: SMARTLINKGROUP.COM



AT&T SITE #: MNL03118
FA LOCATION CODE: 10081736
SITE NAME: COTTAGE GROVE
USID: 1763

REFERENCE NOTES
CONTRACTOR SHALL REQUEST CURRENT RFDS
FROM CONSTRUCTION MANAGER PRIOR TO
CONSTRUCTION
PER STRUCTURAL ANALYSIS COMPLETED BY
TEP, DATED OCTOBER 16, 2024, THE EXISTING
WATER TOWER CAN ADEQUATELY SUPPORT THE
PROPOSED LOADING.
GC TO COMPLY AND REFER TO PASSING MOUNT
ANALYSIS.

PROJECT INFORMATION:
AT&T SITE #: MNL03118
AT&T FA CODE: 10081736
7130 S 92ND ST
COTTAGE GROVE, MN 55016
(WASHINGTON COUNTY)
PLANS PREPARED BY:

PLANS PREPARED FOR:
AT&T
7900 XERVES AVE S
BLOOMINGTON, MN 55431
PLANS PREPARED FOR:
Mastec
Communications Group
1151 SE CARY PKWY SUITE 101
CARY, NC 27518

PROJECT INFORMATION:
AT&T SITE #: MNL03118
AT&T FA CODE: 10081736
7130 S 92ND ST
COTTAGE GROVE, MN 55016
(WASHINGTON COUNTY)
PLANS PREPARED BY:

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1151 SE CARY PKWY SUITE 101
CARY, NC 27518

1. ALL REFERENCES MADE TO OWNER IN THESE DOCUMENTS SHALL BE CONSIDERED AT&T OR IT'S DESIGNATED REPRESENTATIVE.

2. ALL WORK PRESENTED ON THESE DRAWINGS MUST BE COMPLETED BY THE CONTRACTOR UNLESS NOTED OTHERWISE. THE CONTRACTOR MUST HAVE CONSIDERABLE EXPERIENCE IN PERFORMANCE OF WORK SIMILAR TO THAT DESCRIBED HEREIN TO ACCEPT THIS ASSIGNMENT. THE CONTRACTOR IS ATTESTING THAT HE DOES HAVE SUFFICIENT EXPERIENCE AND SKILL TO BE KNOWLEDGEABLE OF THE WORK TO BE PERFORMED AND THAT HE IS PROPERLY LICENSED AND PROPERLY REGISTERED TO DO THIS WORK IN THE STATE OF MINNESOTA.

3. THE STRUCTURE SHALL BE DESIGNED IN ACCORDANCE WITH ANSI/TIA-222-H-2018. THIS CONFORMS TO THE REQUIREMENTS OF THE MINNESOTA BUILDING CODE, 2020 EDITION.

4. WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE MINNESOTA BUILDING CODE, 2020 EDITION.

5. UNLESS SHOWN OR NOTED OTHERWISE ON THE CONTRACT DRAWINGS, OR IN THE SPECIFICATIONS, THE FOLLOWING NOTES SHALL APPLY TO THE MATERIALS LISTED HEREIN, AND TO THE PROCEDURES TO BE USED ON THIS PROJECT.

6. ALL HARDWARE ASSEMBLY MANUFACTURER'S INSTRUCTIONS SHALL BE FOLLOWED EXACTLY AND SHALL SUPERSEDE ANY CONFLICTING NOTES ENCLOSED HEREIN.

7. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO DETERMINE ERECTION PROCEDURE AND SEQUENCE TO INSURE THE SAFETY OF THE STRUCTURE AND ITS COMPONENT PARTS DURING ERECTION AND/OR FIELD MODIFICATIONS. THIS INCLUDES, BUT IS NOT LIMITED TO, THE ADDITION OF TEMPORARY BRACING, GUYS OR TIE DOWNS THAT MAY BE NECESSARY. SUCH MATERIAL SHALL BE REMOVED AND SHALL REMAIN THE PROPERTY OF THE CONTRACTOR AFTER THE COMPLETION OF THE PROJECT.

ALL DIMENSIONS, ELEVATIONS, AND EXISTING CONDITIONS SHOWN ON THE DRAWINGS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO BEGINNING ANY MATERIALS ORDERING, FABRICATION OR CONSTRUCTION. VERIFICATION OF THIS PROJECTED CONTRACTOR SHALL NOT SCALE CONTRACT DRAWINGS IN LIEU OF FIELD VERIFICATION. THE CONTRACTOR SHALL IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND THE OWNER'S ENGINEER, THE DISCREPANCY BEING NOTED. IF THE PROJECTED CONTRACTOR IS TO PROCEED WITH THE WORK, THE CONTRACT DOCUMENTS DO NOT INDICATE THAT THE CONTRACTOR IS TO THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND BE SOLELY RESPONSIBLE FOR THE MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES. OBSERVATION VISITS TO THE SITE BY THE OWNER, OWNER'S ENGINEER, AND/OR THE ENGINEER, SHALL NOT INCLUDE INSPECTION MEASURES OR THE PROCEDURES.

9. ALL MATERIALS AND EQUIPMENT FURNISHED SHALL BE NEW AND OF GOOD QUALITY, FREE FROM FAULTS AND DEFECTS AND IN CONFORMANCE WITH THE CONTRACT DOCUMENTS. ANY AND ALL SUBSTITUTIONS MUST BE PROPERLY APPROVED AND AUTHORIZED IN WRITING BY THE OWNER AND ENGINEER PRIOR TO INSTALLATION. THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE AS TO THE KIND AND QUALITY OF THE MATERIALS AND EQUIPMENT BEING SUBSTITUTED.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING, AND SUPERVISING ALL SAFETY PRECAUTIONS AND WORKS IN CONNECTION WITH THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT THIS PROJECT RELATED WORK COMPLIES WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL SAFETY CODES AND REGULATIONS GOVERNING THIS WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RENTAL CHARGES, SAFETY PROTECTION AND MAINTENANCE OF RENTED EQUIPMENT SHALL BE THE CONTRACTOR'S RESPONSIBILITY.

11. ACCESS TO THE PROPOSED WORK SITE MAY BE RESTRICTED. THE CONTRACTOR SHALL COORDINATE INTENDED CONSTRUCTION ACTIVITY, INCLUDING WORK SCHEDULE AND MATERIALS ACCESS, WITH THE AT&T PROJECT MANAGER.

12. BILL OF MATERIALS AND PART NUMBERS LISTED ON CONSTRUCTION DRAWINGS ARE INTENDED TO AID CONTRACTOR/OWNER. CONTRACTOR/OWNER SHALL VERIFY PARTS AND QUANTITIES WITH MANUFACTURER PRIOR TO BIDDING AND/OR ORDERING MATERIALS.

3. ALL PERMITS THAT MUST BE OBTAINED ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR WILL BE RESPONSIBLE FOR ABIDING BY ALL CONDITIONS AND REQUIREMENTS OF THE PERMITS.

14. 24 HOURS PRIOR TO THE BEGINNING OF ANY CONSTRUCTION, THE CONTRACTOR MUST NOTIFY THE APPLICABLE JURISDICTIONAL (STATE, COUNTY OR CITY) ENGINEER.

15. THE CONTRACTOR SHALL REWORK (DRY, SCARIFY, ETC.) ALL MATERIAL NOT SUITABLE FOR SUBGRADE IN ITS PRESENT STATE. AFTER REWORKING, IF THE MATERIAL REMAINS UNSUITABLE, THE CONTRACTOR SHALL UNDERGO THIS MATERIAL AND REPLACE WITH APPROVED MATERIAL. ALL SUBGRADES SHALL BE PROFORMED WITH A FULLY LOADED TANDEM AXLE DUMP TRUCK PRIOR TO PAVING. ANY SOFT MATERIAL SHALL BE REWORKED OR REPLACED.

16. THE CONTRACTOR IS REQUIRED TO MAINTAIN ALL PIPES, DITCHES, AND OTHER DRAINAGE STRUCTURES FREE FROM OBSTRUCTION UNTIL WORK IS ACCEPTED BY THE OWNER. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGES CAUSED BY FAILURE TO MAINTAIN DRAINAGE STRUCTURE IN OPERABLE CONDITION.

17. THE OWNER SHALL HAVE A SET OF APPROVED PLANS AVAILABLE AT THE SITE AT ALL TIMES WHILE WORK IS BEING PERFORMED. A DESIGNATED RESPONSIBLE EMPLOYEE SHALL BE AVAILABLE FOR CONTACT BY GOVERNING AGENCY INSPECTORS.

GENERAL NOTES

18. ANY BUILDINGS ON THIS SITE ARE INTENDED TO SHELTER EQUIPMENT WHICH WILL ONLY BE PERIODICALLY MAINTAINED AND ARE NOT INTENDED FOR HUMAN OCCUPANCY.

19. TEMPORARY FACILITIES FOR PROTECTION OF TOOLS AND EQUIPMENT SHALL CONFORM TO LOCAL REGULATIONS AND SHALL BE THE CONTRACTOR'S RESPONSIBILITY.

20. THE CONTRACTOR AND ITS SUBCONTRACTORS SHALL CARRY LIABILITY INSURANCE IN THE AMOUNTS AND FORM IN ACCORDANCE WITH AT&T SPECIFICATIONS. CERTIFICATES DEMONSTRATING PROOF OF COVERAGE SHALL BE PROVIDED TO AT&T PRIOR TO THE START OF THE WORK ON THE PROJECT.

21. THE CONTRACTOR SHALL CONTACT ALL APPLICABLE UTILITY SERVICES TO VERIFY LOCATIONS OF EXISTING UTILITIES AND REQUIREMENTS FOR NEW UTILITY CONNECTIONS PRIOR TO EXCAVATING.

22. THE CONTRACTOR SHALL MAINTAIN THE JOB CLEAR OF TRASH AND DEBRIS. ALL WASTE MATERIALS SHALL BE REMOVED FROM THE SITE PRIOR TO SUBSTANTIAL COMPLETION AND PRIOR TO FINAL ACCEPTANCE. THE CONTRACTOR SHALL FURNISH ONE 55 GALLON BARREL, AND TRASH BAGS, AND SHALL REMOVE TRASH, DEBRIS, ETC. ON A DAILY BASIS.

23. THE CONTRACTOR SHALL VISIT THE SITE AND BECOME FAMILIAR WITH ALL CONDITIONS PRIOR TO SUBMITTING HIS PROPOSAL. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS SHOWN ON THESE DRAWINGS WITH THOSE AT THE SITE. ANY VARIATION WHICH REQUIRES PHYSICAL CHANGE SHALL BE BROUGHT TO THE ATTENTION OF THE AT&T PROJECT ENGINEER FOR FACILITIES/CONSTRUCTION.

24. THE CONTRACTOR SHALL GUARANTEE THE WORK PERFORMED ON THE PROJECT BY THE CONTRACTOR AND ANY OR ALL OF THE SUBCONTRACTORS WHO PERFORMED WORK FOR THE CONTRACTOR ON THIS PROJECT. THE GUARANTEE SHALL BE FOR A FULL YEAR FOLLOWING ISSUANCE OF THE FINAL PAYMENT OF RETAINAGE. ALL MATERIALS AND WORKMANSHIP SHALL BE WARRANTED FOR ONE YEAR FROM ACCEPTANCE DATE.

225. PROPOSED ANTENNAS, RRU AND DISTRIBUTION BOX COVERS, MOUNTING PIPES, AND STANDOFF MOUNTS INSTALLED ON THE EXTERIOR OF THE WATER TOWER SHALL BE SHOP PAINTED TO MATCH THE COLOR OF THE WATER TOWER (VERIFY AND REFER TO SEH COATING GUIDELINES ATTACHED).

25. PROPOSED EXTERIOR MOUNTING PIPES ARE TO HAVE WELDED END CAPS. INTERIOR MOUNTING PIPES ARE TO BE CAPPED AT BOTH ENDS WITH RUBBER CAPS.

27. ALL ATTACHMENTS TO PAINTED SURFACES ARE TO INCLUDE THE PLACEMENT OF NEOPRENE STRIPS BETWEEN HARDWARE AND POINTS OF CONTACT TO REDUCE/ELIMINATE DAMAGE TO THE PAINTED SURFACE. METAL SHIMS ARE REQUIRED IN SITUATIONS WHERE TIGHTENING A CLAMP MAY CAUSE THE NEOPRENE TO TEAR, CAUSING METAL TO METAL CONTACT. WHERE POSSIBLE EXPOSED NEOPRENE SHOULD BE WRAPPED WITH WHITE TAPE. FASTENING SEQUENCE SHOULD INCLUDE NYLON WASHERS BETWEEN THE PAINTED SURFACE AND THE GALVANIZED WASHER.

28. ALL EXISTING AND PROPOSED CABLE PENETRATION SLEEVES MUST USE AN INDUSTRY STANDARD WEATHERPROOF BOOT AND CUSHION ASSEMBLY (SPRAY FOAM IS NOT ACCEPTABLE).

30. ALL PENETRATIONS NO LONGER USED MUST BE REMOVED AND THE WATER TOWER RESTORED TO ITS PRE INSTALLATION STATE. REPAIRS AND PAINTING WILL NEED TO BE DONE PER SEH COATING SYSTEMS FOR TELECOMMUNICATIONS EQUIPMENT.

31. ALL MOUNTING HARDWARE IS TO BE GALVANIZED AND/OR PROVIDED IN A NON-CORRODING MATERIAL.

32. ALL ABANDONED ANTENNAS, COAXIAL CABLE AND DETACHABLE EQUIPMENT THAT IS NO LONGER USED ARE TO BE REMOVED.

33. ALL EQUIPMENT IS TO BE IDENTIFIED BY THE TENANT.



COMPANY, OR BAH ENGINEERING, LLC, A NEW YORK PROFESSIONAL LIMITED LIABILITY COMPANY, GENERAL CONTRACTOR SERVICES ARE PROVIDED BY TER ONCO LLC, A DELAWARE LIMITED LIABILITY COMPANY, HE ACQUIRES THE NEAREST LOCATIONS IN EACH STATE. INFORMATION REGARDING REGISTRATION CAN BE OBTAINED FROM THE COMPANY.

MACRO BUILD STANDARDS:

- 24" EDGE-TO-EDGE MINIMUM SPACING BETWEEN ANTENNAS REDUCES THE POTENTIAL FOR RF IMPAIRMENT AND MAXIMIZES THE NUMBER OF ANTENNAS AVAILABLE ON MOST COMMON SECTOR FACE SIZES.
- MAXIMIZE EDGE-TO-EDGE ANTENNA SPACING BEYOND 24" WHERE POSSIBLE.
- SKEW IS NOT APPROVED. ALL "EQUIPMENT" MUST BE INSTALLED A MINIMUM OF 12" BEHIND THE HORIZONTAL MOUNTING PIPE OF ALL SECTOR ANTENNAS. (EQUIPMENT EXAMPLE: RRRs, RRUx/s, TMAs, MULTIFLEXs, BUS BARS, OR OTHER ANCILLARY EQUIPMENT.)
- ANY EQUIPMENT INSTALLED BETWEEN ANTENNAS, EVEN IN THE "BACKSIDE" OF THE HORIZONTAL MOUNTING PIPE SECTOR FACEOR ANTENNA MOUNTING PIPE IS NOT APPROVED.
- IN ADDITION TO THE MINIMUM SEPARATION REQUIREMENTS, NO EQUIPMENT IS TO BE INSTALLED IN FRONT (FACE PLANE), ABOVE, BELOW OR SIDE OF ANTENNAS (E.G., IN-BETWEEN ANTENNAS).
- AT&T DOES NOT SHARE ENVELOPE BORDERS WITH ADJACENT OPERATORS. AT&T MUST HAVE A MINIMUM OF 12" BETWEEN ENVELOPE BOUNDARIES. IF NO LEASE ENVELOPE IS DEFINED, MAINTAIN AT LEAST 12" BETWEEN ADJACENT OPERATOR EQUIPMENT (ANTENNA PIPE MOUNT/CABLES).
- IF RADIO REPLACEMENT ENCROACHES WITHIN 12" OF THE NEAREST HORIZONTAL MOUNTING PIPE, RF ABSORPTIVE MATERIAL MUST BE INSTALLED ON ANTENNAS.
- FOR INSTALLATIONS ON A ROOFTOP, WATER TANK, BILLBOARD, OR AN INSTALLATION WHERE ANTENNAS ARE ABOVE, BELOW, OR BEHIND A SURFACE OR OBSTRUCTION, ADHERE TO ANTENNA CLEARANCE STANDARDS AND PLAN ACCORDINGLY.
- 3GHz AND mmWAVE ACTIVE ANTENNAS MUST USE APPROPRIATE STEALTHING FILM(S).

Table 2: Build Standards Part 1 of 4

Lease Envelope ^{1, 2}	Antenna Centerline (RAD) Accuracy ²	Antenna Tip Height	Mount Alignment Accuracy	Antenna Vertical Mounting Pipe Placement on Horizontal Mounting Pipe
Per Tower Owner Master Lease Agreement (MLA)	AT&T RAD CL within (+/-) 6" AGL	(+/-) 6" AGL	(+/-) 3" AGL	(+/-) 1"

Table 3: Build Standards Part 2 of 4

Antenna Horizontal and Corner spacing ¹	Antenna Face Plane	Antenna Azimuth (Aiming) Accuracy ²	Antenna Skew to Mount Alignment Accuracy	Antenna Mechanical Downtilt Accuracy	Antenna Plumb (roll) Tolerance
Minimum ≥ 24"	≤ 2"	(+/-) 3"	(+/-) 3"	(+/-) 1"	(+/-) 1"

Table 4: Build Standards Part 3 of 4

Ancillary Equipment Placement Distance Behind Horizontal Mounting Pipe ¹	Vertical Radio Separation ²	3 GHz AAS & mmWave Vertical Antenna Separation ²	Wall Mounted Equipment Placement Vertical to Antennas	Wall Mounted Equipment Placement Horizontal to Antennas
≥ 12"	≥ 16" Between units (Airflow - Cooling)	≥ 12" Between Units (Airflow - Cooling)	≥ 24" Vertical isolation (Above and Below)	≥ 60" Horizontal isolation (Either Side)

Table 5: Build Standards Part 4 of 4

Antenna Vertical Clearance Roof/FRP/Screening (Stealth) and/or Obstacle ¹	Antenna Spacing from FRP/Screening (Stealth) and/or Obstacle ²	Metallic Obstruction Objects/Structures ²	Microwave Dish Placement Vertical to Antennas	Microwave Dish Placement Horizontal to Antennas
≥ 5' (Antenna Tail Height) at roof edge/building Face	≥ 2x (34" @ 704 MHz)	≥ 17" @ 704 MHz	≥ 24" Vertical isolation Above and below	≥ 60" Horizontal isolation Either side

AT&T MACRO BUILD STANDARDS

ACCURACY STANDARDS:

- ANTENNA CENTERLINE (RAD) ACCURACY: ±6"
- ANTENNA TIP HEIGHT: ±6" AGL
- MOUNT ALIGNMENT ACCURACY: ±3"
- ANTENNA VERTICAL MOUNTING PIPE PLACEMENT ON HORIZONTAL MOUNTING PIPE: ±1"
- ANTENNA HORIZONTAL AND CORNER SPACING: ≥24" - MINIMUM.
- ANTENNA FACE PLANE: ≤2". ALL ANTENNA FACE SURFACES MUST ALIGN IN THE SAME PLANE.
- ANTENNA AZIMUTH (AIMING) ACCURACY: ±3"
- ANTENNA SKEW TO MOUNT ALIGNMENT ACCURACY: ±3"
- ANTENNA MECHANICAL DOWNTILT ACCURACY: ±1"
- ANTENNA PLUMB (ROLL) TOLERANCE: ±1"
- ANCILLARY EQUIPMENT PLACEMENT (BEHIND HORIZONTAL MOUNTING PIPE): ≥12"
- 3 GHz AAS & mmWAVE VERTICAL RADIO SEPARATION: ±12" BETWEEN UNITS.
- VERTICAL ANTENNA SEPARATION: ≥16" BETWEEN UNITS.
- WALL MOUNTED EQUIPMENT PLACEMENT - VERTICAL TO ANTENNAS (STAY BEHIND ANTENNA FACE PLANE) ≥24" VERTICAL ISOLATION - ABOVE AND BELOW.
- WALL MOUNTED EQUIPMENT PLACEMENT - HORIZONTAL TO ANTENNAS (STAY BEHIND ANTENNA FACE PLANE) ≥80" HORIZONTAL ISOLATION - EITHER SIDE.
- ANTENNA VERTICAL CLEARANCE - ROOFTOP AND/OR OBSTACLE: ≥5' (ANTENNA TAIL HEIGHT) ABOVE THE ROOF SURFACE, PARAPET, OR WALL TOP.
- ANTENNA SPACING FROM FRP/SCREENING (STEALTHING AND/OR STRUCTURE): (FIBER-REINFORCED PLASTIC) ≥24" THAT IS: 34" @ 704 MHz.
- MICROWAVE DISH PLACEMENT - VERTICAL TO ANTENNAS (STAY BEHIND ANTENNA FACE PLANE): ≥24" VERTICAL ISOLATION - ABOVE OR BELOW.
- NEED TO FOLLOW ANTENNA MOUNT STANDARDS WITH ANTENNA SEPARATIONS AND POSITIONS.

PLANS PREPARED FOR:

7800 XERXES AVE. S
BLOOMINGTON, MN 55431

PLANS PREPARED FOR:

Communications Group
1151 SE CARY PKWY SUITE 101
CARY, NC 27518

PROJECT INFORMATION:
AT&T SITE #: MNL03118
AT&T FA CODE: 10081736
7130 S. 92ND ST.
COTTAGE LAKE, WA 98016
(WASHINGTON COUNTY)

PLANS PREPARED BY:

326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE (919) 661-6351
www.tepgroup.net

FOR REFERENCE

2	03-20-25	100% CONSTRUCTION
1	01-28-25	100% CONSTRUCTION
REV	DATE	ISSUED FOR:
DRAWN BY: PEB CHECKED BY: CCJ		

SHEET TITLE:
AT&T MACRO BUILD STANDARDS

SHEET NUMBER:
N-2
REVISION:
2
TEP #339694.425321

NOTES:

1. THIS SITE PLAN REPRESENTS THE BEST PRESENT KNOWLEDGE AVAILABLE TO THE ENGINEER AT THE TIME OF THIS DESIGN. THE CONTRACTOR SHALL VISIT THE SITE PRIOR TO CONSTRUCTION AND VERIFY ALL EXISTING CONDITIONS RELATED TO THE SCOPE OF WORK FOR THIS PROJECT.
2. ICE BRIDGE, CABLE LADDER, COAX PORT, AND COAX CABLE ARE SHOWN FOR REFERENCE ONLY. CONTRACTOR SHALL CONFIRM THE EXACT LOCATION OF THIS PROPOSED AND EXISTING EQUIPMENT AND STRUCTURES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL VERIFY ALL OTHER EQUIPMENT, COAX PORTS, INSTALLING NEW PORTS OF ANY OTHER EQUIPMENT, MEET THE AT&T SPECIFICATIONS.
3. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE WITH THE AT&T MOBILITY REPRESENTATIVE AND LOCAL UTILITY COMPANY FOR THE INSTALLATION OF CONDUITS, CONDUCTORS, BREAKERS, DISCONNECTS, OR ELECTRICAL EQUIPMENT REQUIRED FOR ELECTRICAL SERVICE. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE STATE AND NATIONAL CODES, ORDINANCES AND REGULATIONS APPLICABLE TO THIS PROJECT.
4. PROPERTY LOCATED IN FLOOD ZONE "X". AREA DETERMINED TO BE OUTSIDE THE 0.2% CHANCE OF ANNUAL FLOODING (FEMA COMMUNITY PANEL #2716300405E, EFFECTIVE FEBRUARY 03, 2010).

EXISTING AT&T MOBILITY
CABLE COUNT:
(1) 18 PAIR FIBER TRUNKS
TO REMAIN
(3) 8AWG DC POWER TRUNKS
(2) 18 PAIR FIBER TRUNKS
(12) 1-5/8" COAX CABLES
TO BE REMOVED

EXISTING AT&T MOBILITY
UTILITY H-FRAME

EXISTING AT&T MOBILITY
UNDERGROUND CONDUIT

PROPOSED AT&T MOBILITY
CABLE COUNT:
(2) 24 PAIR FIBER TRUNKS
(4) 6AWG DC POWER TRUNKS

EXISTING AT&T MOBILITY
11'-5" X 28'-0" EQUIPMENT
AREA WITHIN 640 SQ FT
GROUND SPACE

PROPOSED AT&T MOBILITY
EQUIPMENT TO BE INSTALLED INSIDE
EXISTING EQUIPMENT SHELTER AND
INSIDE CABINETS:
(1) FIB RACK
(1) CONVERTER SHELF
(9) -58V CONVERTERS
(2) 6651 BBUs
(1) 6610 SITE CONTROLLER
(1) XMU

EXISTING BOLLARD (TYP)

EXISTING LANDSCAPING (TYP)

EXISTING 123" WATER TANK
SEE SHEET C-2 FOR DETAILS.



PLANS PREPARED FOR:

AT&T

7900 XERXES AVE S
BLOOMINGTON, MN 55431

PLANS PREPARED FOR:

Mastec

Communications Group
1151 SE CARY PKWY SUITE 101
CARY, NC 27518

PROJECT INFORMATION:

AT&T SITE #: MNL03118

AT&T FA CODE: 10081736

7130 S 92ND ST
COTTAGE GROVE, MN 55016
(WASHINGTON COUNTY)

PLANS PREPARED BY:

T&P

326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 861-6351
www.tpggroup.net

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Print Name: ANDREW JACOBUS
Signature: [Signature]
Date: 03-20-25 License # 50065

SEAL:

2	03-20-25	100% CONSTRUCTION
1	01-28-25	100% CONSTRUCTION
REV	DATE	ISSUED FOR:

DRAWN BY: FRB CHECKED BY: CCJ

SHEET TITLE:

COMPOUND LAYOUT

SHEET NUMBER: **C-1A** REVISION: **2**

REP #339604-425321

COMPOUND LAYOUT

SCALE: 3/32" = 1'-0"

1. PAID WORK SHOWN BELOW DRAWN FROM INFORMATION PROVIDED BY A.T.&T. CONTRACTOR TO VERIFY ALL EXISTING INFORMATION IS CORRECT. DISCREPANCIES ON CONCRETE PAD PLAN DETAIL IMMEDIATELY NOTIFY TOP OF ANY DISCREPANCIES.
2. TOP DID NOT VISIT THIS SITE. INFORMATION WAS REPRODUCED FROM SKETCHES PROVIDED, OR CORRECTED, AND ASSUMES NO OTHER INFORMATION. THE SKETCHES, APPROVED, OR CORRECTED, DOES NOT ASSURE THE ACCURACY OF THE INFORMATION. DAMAGES, LOSS OF REVENUE, OR INJURY THAT MIGHT OCCUR FROM THE INFORMATION SUPPLIED BY THE CUSTOMER WAS INCORPORATED FOR REFERENCE ONLY.



1. PAD VIEW SHOULD BE DRAWN FROM INFORMATION PROVIDED BY TITZ. CONTRACTOR TO VERIFY ALL EXISTING INFORMATION IS CORRECT. IF ANY DISCREPANCIES, PAD PLAN DETAIL, IMMEDIATELY NOTIFY TEP OF ANY
2. TEP DID NOT VISIT THIS SITE. INFORMATION WAS REPRODUCED FROM SKETCHES PROVIDED BY TITZ. TEP DOES NOT GUARANTEE, OR ENSURE THE ACCURACY OF THIS INFORMATION. TITZ ASSUMES ALL LIABILITY FOR RESPONSIBILITY OF ANY DAMAGE, LOSS, OR INJURY THAT MIGHT OCCUR. THE INFORMATION SUPPLIED BY TITZ TO INSTALL EQUIPMENT USING WARM CUT METHODOLOGY.
3. GC TO CUSTALER EQUIPMENT USING WARM CUT METHODOLOGY.



Mastec
Communications Group
151 SE CARY PKWY SUITE 100
CARY, NC 27518

7130 S 92ND ST
COTTAGE GROVE, MN 55016
(WASHINGTON COUNTY)

CELL

I hereby certify that this plan, specification, or reports was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineering under the laws of the State of Minnesota

Print Name: ANDREW RACHAR BLOOM

Signature: 

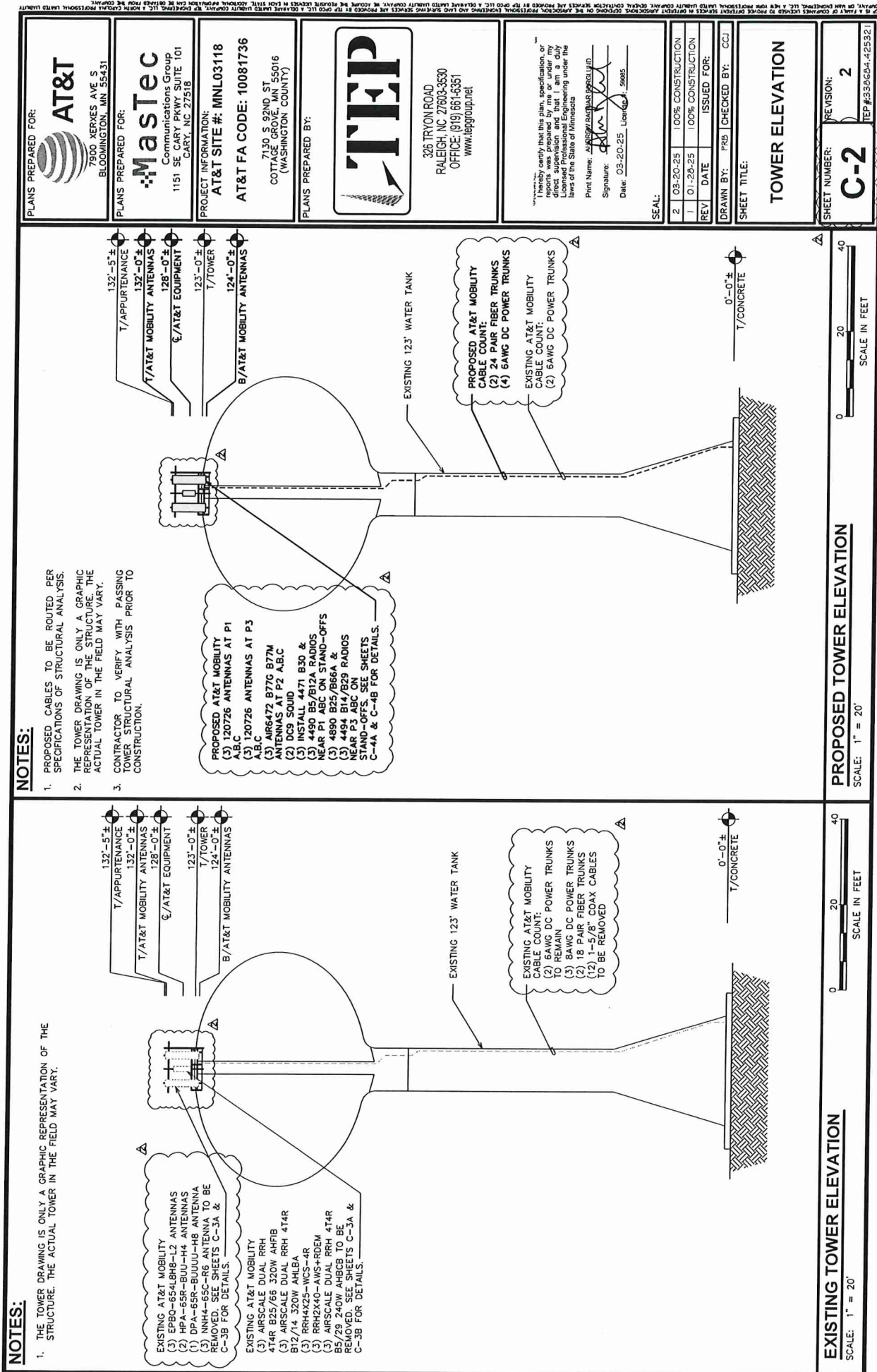
Date: 03-20-25 License # 59045

2	03-20-25	100% CONSTRUCTION
1	01-28-25	100% CONSTRUCTION
REV	DATE	ISSUED FOR:

COMPOUND LAYOUT

C-1B

TEP #:338684



NOTES:

1. THE TOWER DRAWING IS ONLY A GRAPHIC REPRESENTATION OF THE STRUCTURE. THE ACTUAL TOWER IN THE FIELD MAY VARY.
2. THE TOWER DRAWING IS ONLY A GRAPHIC REPRESENTATION OF THE STRUCTURE. THE ACTUAL TOWER IN THE FIELD MAY VARY.
3. CONTRACTOR TO VERIFY WITH PASSING TOWER STRUCTURAL ANALYSIS PRIOR TO CONSTRUCTION.

PLANS PREPARED FOR:

AT&T

7800 XERES AVE S
BLOOMINGTON, MN 55431

PLANS PREPARED FOR:

Mastec

Communications Group
1151 SE CARY PKWY SUITE 101
CARY, NC 27518

PROJECT INFORMATION:

AT&T SITE #: MN031118

AT&T FA CODE: 10081736

7130 S 92ND ST
COTTAGE GROVE, MN 55016
(WASHINGTON COUNTY)

PLANS PREPARED BY:

TEP

326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6851
www.tepgroup.net

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Print Name: ANGEL BACALUS BACALUD

Signature: [Signature]

Date: 03-20-25 License: 59065

SEAL:

2	03-20-25	100% CONSTRUCTION
1	01-26-25	100% CONSTRUCTION
REV	DATE	ISSUED FOR:

DRAWN BY: FEB CHECKED BY: CCI

SHEET TITLE:

TOWER ELEVATION

SHEET NUMBER:

C-2

REVISION:

2

TEP #336664-425321

PROPOSED TOWER ELEVATION

SCALE: 1" = 20'

0 20 40
SCALE IN FEET

EXISTING TOWER ELEVATION

SCALE: 1" = 20'

0 20 40
SCALE IN FEET

GENERAL NOTES:

1. THIS ANTENNA ORIENTATION PLAN IS A SCHEMATIC. THE CONTRACTOR SHALL VERIFY TOWER ORIENTATION AND FIELD COORDINATE REQUIRED ADJUSTMENTS TO ACHIEVE THE DESIRED ANTENNA AZIMUTHS.
2. ANTENNA CENTERLINE HEIGHT BASED ON TOP OF FOOTING ELEVATION.
3. ALL ANTENNAS, CABLES AND MOUNTS SHALL BE INSTALLED IN ACCORDANCE WITH THE STRUCTURAL ENGINEER'S RECOMMENDATIONS IN A MANNER CONSISTENT WITH THE STRUCTURAL ANALYSIS REPORT.
4. ALL ANTENNA BRACKETS PER ANTENNA MANUFACTURER, OR EQUAL, CONTRACTOR TO COORDINATE REQUIRED MECHANICAL DOWN TILT WITH AT&T.
5. ALL ANTENNA INFORMATION TO BE CONFIRMED WITH AT&T RF DESIGN PRIOR TO INSTALLATION.
6. LOADING INFORMATION PROVIDED BY AT&T RFDS ID: RFDS-23577.

EXISTING ANTENNA/CABLE SCHEDULE

ANT. MARK	SECTOR	TECH.	MANUFACTURER/ MODEL #	DIMS	AZIMUTH (TN)	RAD CENTER	ELEC. D-TILT	TMA/DIPLEXER MODEL	COAX/CABLE	SURGE PROTECTION	RRU MODEL
A1	ALPHA	-	*KMW EPBQ-654LH8-L2	H 96.0" W 21.0" D 6.3"	90°	128°	-	-			* (1) AIRSCALE DUAL RRH 4T4R B25/66 320W AHFIB * (1) AIRSCALE DUAL RRH 4T4R B12/14 320W AHLBA * (1) RRH4X25-WCS-4R
A2	ALPHA	-	*CCI HPA-65R-BUU-H4	H 48.0" W 14.8" D 9.0"	90°	128°	-	* (1) TT19-08BP111-001			-
A3	ALPHA	-	*COMMSCOPE NNH4-65C-R6	H 96.0" W 19.6" D 7.8"	90°	128°	-	-			* (1) RRH2X40-AWS+RDEM 4T4R B25/66 320W AHFIB * (1) AIRSCALE DUAL RRH 4T4R B12/14 320W AHLBA * (1) RRH4X25-WCS-4R
B1	BETA	-	*KMW EPBQ-654LH8-L2	H 96.0" W 21.0" D 6.3"	210°	128°	-	-			* (1) AIRSCALE DUAL RRH 4T4R B25/66 320W AHFIB * (1) AIRSCALE DUAL RRH 4T4R B12/14 320W AHLBA * (1) RRH4X25-WCS-4R
B2	BETA	-	*CCI DPA-65R-BUUU-H8	H 48.0" W 14.8" D 9.0"	210°	128°	-	* (1) TT19-08BP111-001			-
B3	BETA	-	*COMMSCOPE NNH4-65C-R6	H 96.0" W 19.6" D 7.8"	210°	128°	-	-			-
C1	GAMMA	-	*KMW EPBQ-654LH8-L2	H 96.0" W 21.0" D 6.3"	345°	128°	-	-			* (1) AIRSCALE DUAL RRH 4T4R B25/66 320W AHFIB * (1) AIRSCALE DUAL RRH 4T4R B12/14 320W AHLBA * (1) RRH4X25-WCS-4R
C2	GAMMA	-	*CCI HPA-65R-BUU-H4	H 48.0" W 14.8" D 9.0"	345°	128°	-	* (1) TT19-08BP111-001			-
C3	GAMMA	-	*COMMSCOPE NNH4-65C-R6	H 96.0" W 19.6" D 7.8"	345°	128°	-	-			* (1) RRH2X40-AWS+RDEM 4T4R B25/66 320W AHFIB * (1) AIRSCALE DUAL RRH 4T4R B12/14 320W AHLBA * (1) RRH4X25-WCS-4R

* - EXISTING AT&T EQUIPMENT/TECH TO BE REMOVED
** - EXISTING AT&T EQUIPMENT/TECH TO BE RELOCATED

EXISTING ANTENNA/CABLE SCHEDULE

SCALE: N.T.S.

PLANS PREPARED FOR:



7900 XERXES AVE S
BLOOMINGTON, MN 55431

PLANS PREPARED FOR:



Communications Group
1151 SE CARY PKWY SUITE 101
CARY, NC 27518

PROJECT INFORMATION:

AT&T SITE #: MNL03118

AT&T FA CODE: 10081736

7130 S 92ND ST
COTTAGE GROVE, MN 55016
(WASHINGTON COUNTY)

PLANS PREPARED BY:



326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 861-6361
www.tepgroup.net

I hereby certify that this plan, specification, or contract was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Print Name: AUGUSTE BAKSLUND

Signature:

Date: 03-20-25 License #: 39065

SEAL:

2	03-20-25	100% CONSTRUCTION
1	01-28-25	100% CONSTRUCTION
REV	DATE	ISSUED FOR:

DRAWN BY: PEB CHECKED BY: CCI

SHEET TITLE:

EXISTING ANTENNA
SCHEDULE

SHEET NUMBER:

C-3A

REVISION:

2

TEP #339694-425321

STEP DID NOT CONFIRM THE EXISTING MOUNT CONFIGURATION.



AT&T
7900 XERES AVE S
BLOOMINGTON, MN 55431

Mastec
Communications Group
11151 SE CARY PKWY SUITE 101
CARY, NC 27518

7130 S 92ND ST
COTTAGE GROVE, MN 55016
(WASHINGTON COUNTY)

CELL

326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.legagroup.net

I hereby certify that this plan, specification, or reports was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Print Name: ANDREW RAGUARDERGLUND
Signature: 
Date: 03-20-25 License #: 50085

SEAL:

2	03-20-25	100% CONSTRUCTION
1	01-28-25	100% CONSTRUCTION
REV	DATE	ISSUED FOR:

DRAWN BY:	PRB	CHECKED BY:	CCJ
-----------	-----	-------------	-----

SHEET TITLE:

EXISTING ANTENNA ORIENTATION

SHEET NUMBER:

C-3B

A

0 2 4
SCALE IN FEET

EXISTING ANTENNA ORIENTATION

SCALE: $\frac{1}{4}" = 1'-0"$

GENERAL NOTES:

1. THIS ANTENNA ORIENTATION PLAN IS A SCHEMATIC. THE CONTRACTOR SHALL VERIFY TOWER ORIENTATION AND FIELD COORDINATE REQUIRED ADJUSTMENTS TO ACHIEVE THE DESIRED ANTENNA AZIMUTHS.
2. ANTENNA CENTERLINE HEIGHT BASED ON TOP OF FOOTING ELEVATION.
3. ALL ANTENNAS, CABLES AND MOUNTS SHALL BE INSTALLED IN ACCORDANCE WITH THE STRUCTURAL ENGINEER'S RECOMMENDATIONS IN A MANNER CONSISTENT WITH THE STRUCTURAL ANALYSIS REPORT.
4. ALL ANTENNA BRACKETS PER ANTENNA MANUFACTURER, OR EQUAL, CONTRACTOR TO COORDINATE REQUIRED MECHANICAL DOWN TILT WITH AT&T.
5. ALL ANTENNA INFORMATION TO BE CONFIRMED WITH AT&T RF DESIGN PRIOR TO INSTALLATION.
6. CONTRACTOR IS TO VERIFY PROPOSED LOADING WITH PASSING STRUCTURAL ANALYSIS PRIOR TO CONSTRUCTION. IN THE EVENT THAT AN EXISTING MOUNT IS TO BE UTILIZED HE CONTRACTOR SHOULD ALSO VERIFY LOADING AGAINST THE PASSING MOUNT ANALYSIS. IF DISCREPANCIES ARISE, CONTRACTOR IS TO IMMEDIATELY NOTIFY TEP FOR CORRECTIVE ACTION.
7. LOADING INFORMATION PROVIDED BY AT&T RFDS ID: RFDS-23577.
8. CABLE LENGTH TAKEN FROM AT&T RFDS. CONTRACTOR TO VERIFY LENGTH PRIOR TO ORDERING MATERIALS.

PROPOSED ANTENNA/CABLE SCHEDULE

ANT. MARK	SECTOR	TECH.	MANUFACTURER/ MODEL #	DIMS	AZIMUTH (TN)	RAD. CENTER	ELEC. D-TILT	TMA MODEL	COAX/CABLE	SURGE PROTECTION	RRU MODEL
A1	ALPHA	OTHER	CELLMAX 120726	H 96.0" W 24.0" D 8.1"	110°	128°	0°	-	(2) 24 PAIR FIBER TRUNKS (4) 6AWG DC POWER TRUNKS (3) 6AWG DC POWER TRUNKS	(2) RAYCAP DC9-48-60-24-8C-EV	(1) 4471 B30 (1) 4490 B5/B12A
A2	ALPHA	C-BAND/ DOD	ERICSSON AIR6472 B77G B77M	H 36.4" W 16.1" D 7.5"	110°	128°	0°	-			-
A3	ALPHA	OTHER	CELLMAX 120726	H 96.0" W 24.0" D 8.1"	110°	128°	0°	-			(1) 4494 B14/B29 (1) 4890 B25/B66A
B1	BETA	OTHER	CELLMAX 120726	H 96.0" W 24.0" D 8.1"	210°	128°	0°	-			(1) 4471 B30 (1) 4490 B5/B12A
B2	BETA	C-BAND/ DOD	ERICSSON AIR6472 B77G B77M	H 36.4" W 16.1" D 7.5"	210°	128°	0°	-			-
B3	BETA	OTHER	CELLMAX 120726	H 96.0" W 24.0" D 8.1"	210°	128°	0°	-			(1) 4494 B14/B29 (1) 4890 B25/B66A
C1	GAMMA	OTHER	CELLMAX 120726	H 96.0" W 24.0" D 8.1"	345°	128°	0°	-			(1) 4471 B30 (1) 4490 B5/B12A
C2	GAMMA	C-BAND/ DOD	ERICSSON AIR6472 B77G B77M	H 36.4" W 16.1" D 7.5"	345°	128°	0°	-			-
C3	GAMMA	OTHER	CELLMAX 120726	H 96.0" W 24.0" D 8.1"	345°	128°	0°	-			(1) 4494 B14/B29 (1) 4890 B25/B66A

PROPOSED AT&T EQUIPMENT & TECHNOLOGY

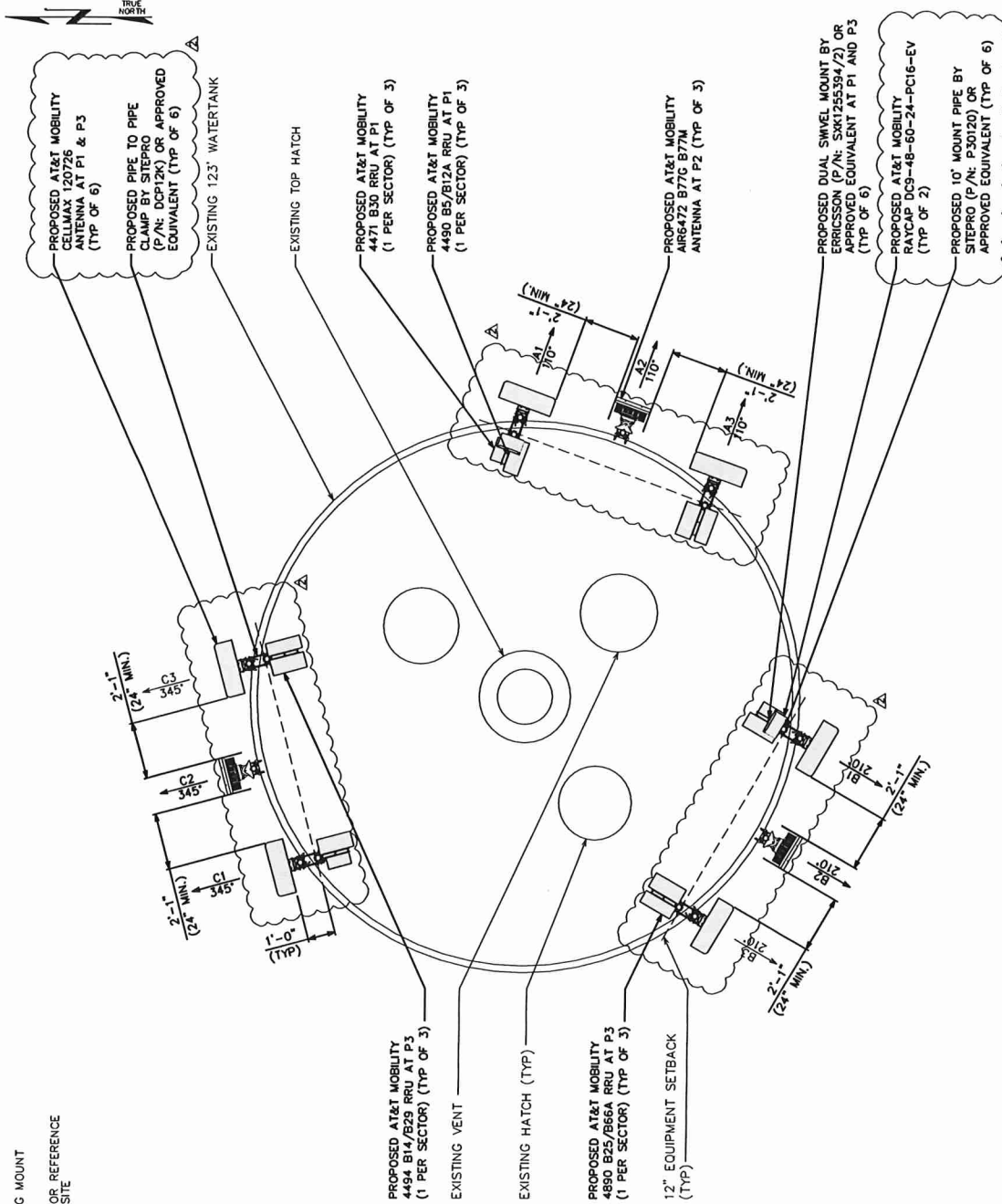
PROPOSED ANTENNA/CABLE SCHEDULE

SCALE: N.T.S.

PLANS PREPARED FOR: AT&T 7900 XERVES AVE S BLOOMINGTON, MN 55431		PLANS PREPARED FOR: Mastec Communications Group 1151 SE CARY PKWY SUITE 101 CARY, NC 27518		PROJECT INFORMATION: AT&T SITE #: MNL03118 AT&T FA CODE: 10081736 7130 S 92ND ST COTTAGE GROVE, MN 55016 (WASHINGTON COUNTY)		PLANS PREPARED BY: TEP 326 TRYON ROAD RALEIGH, NC 27603-3530 OFFICE: (919) 861-6351 www.tepgroup.net		I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota. Print Name: ANDREW R. JACOBSON, P.E. Signature: [Signature] Date: 03-20-25 License # 90065		SEAL: 2 03-20-25 100% CONSTRUCTION 1 01-22-25 100% CONSTRUCTION REV DATE ISSUED FOR: DRAWN BY: FRB CHECKED BY: GCI SHEET TITLE: PROPOSED ANTENNA/CABLE SCHEDULE		SHEET NUMBER: C-4A REVISION: 2 TEP #336604.42532	
--	--	---	--	---	--	--	--	---	--	--	--	--	--

NOTES:

1. CONTRACTOR TO VERIFY WITH PASSING MOUNT ANALYSIS PRIOR TO CONSTRUCTION.
2. THE FOLLOWING MOUNT DRAWING IS FOR REFERENCE ONLY. TEP DID NOT VERIFY EXISTING SITE CONDITIONS.



PROPOSED ANTENNA ORIENTATION

SCALE: 3/8" = 1'-0"

0 2 4
SCALE IN FEET

PLANS PREPARED FOR: AT&T 7900 XERXES AVE. S. BLOOMINGTON, MN 55431		PLANS PREPARED FOR: Mastec Communications Group 1151 SE CARY PKWY SUITE 101 CARY, NC 27518		PROJECT INFORMATION: AT&T SITE #: MNL03118 AT&T FA CODE: 10081736 7130 S. 92ND ST. COTTAGEVILLE, MN 55016 (WASHINGTON COUNTY)		PLANS PREPARED BY: TEP 326 TRYON ROAD RALEIGH, NC 27603-3530 OFFICE: (919) 681-6361 www.tepgroup.net		I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota. Print Name: <u>ANDREW SAGUNSKI/REGD. ENG.</u> Signature: <u>[Signature]</u> Date: <u>03-20-25</u> License # <u>59055</u>		SEAL: <table border="1"> <tr> <td>2</td> <td>03-20-25</td> <td>100% CONSTRUCTION</td> </tr> <tr> <td>1</td> <td>01-28-25</td> <td>100% CONSTRUCTION</td> </tr> </table> REV. DATE ISSUED FOR: DRAWN BY: <u>PRE</u> CHECKED BY: <u>CCJ</u> SHEET TITLE:		2	03-20-25	100% CONSTRUCTION	1	01-28-25	100% CONSTRUCTION	PROPOSED ANTENNA ORIENTATION SHEET NUMBER: C-4B REVISION: 2 TEP#336604-42532	
2	03-20-25	100% CONSTRUCTION																	
1	01-28-25	100% CONSTRUCTION																	

SCOPE:

1. PROVIDE LABOR, MATERIALS, INSPECTION, AND TESTING TO PROVIDE CODE COMPLIANCE FOR ELECTRIC, TELEPHONE, AND GROUNDING/LIGHTNING SYSTEMS.

CODES:

1. THE INSTALLATION SHALL COMPLY WITH APPLICABLE LAWS AND CODES. THESE INCLUDE BUT ARE NOT LIMITED TO THE LATEST ADOPTED EDITIONS OF:
 - A. THE NATIONAL ELECTRICAL SAFETY CODE
 - B. THE NATIONAL ELECTRICAL CODE - NFPA-70
 - C. REGULATIONS OF THE SERVING UTILITY COMPANY IEC (WHERE APPLICABLE)
2. PERMITS REQUIRED SHALL BE OBTAINED BY THE CONTRACTOR.
3. AFTER COMPLETION AND FINAL INSPECTION OF THE WORK, THE OWNER SHALL BE FURNISHED A CERTIFICATE OF COMPLETION AND APPROVAL.

TESTING:

1. UPON COMPLETION OF THE INSTALLATION, OPERATE AND ADJUST THE EQUIPMENT AND SYSTEMS TO MEET SPECIFIED PERFORMANCE REQUIREMENTS. THE TESTING SHALL BE DONE BY QUALIFIED PERSONNEL.

GUARANTEE:

1. IN ADDITION TO THE GUARANTEE OF THE EQUIPMENT BY THE MANUFACTURER, EACH PIECE OF EQUIPMENT SPECIFIED HEREIN SHALL ALSO BE GUARANTEED FOR DEFECTS OF MATERIAL AND WORKMANSHIP DURING A PERIOD OF ONE (1) YEAR FROM FINAL ACCEPTANCE OF THE WORK BY THE OWNER AND WITHOUT EXPENSE TO THE OWNER.
2. THE WARRANTIES CERTIFICATES & GUARANTEES FURNISHED BY THE MANUFACTURERS SHALL BE TURNED OVER TO THE OWNER.

UTILITY CO-ORDINATION:

1. CONTRACTOR SHALL COORDINATE WORK WITH THE POWER AND TELEPHONE COMPANIES AND SHALL COMPLY WITH THE SERVICE REQUIREMENTS OF EACH UTILITY COMPANY.

EXAMINATION OF SITE:

1. PRIOR TO BEGINNING WORK, THE CONTRACTOR SHALL VISIT THE SITE OF THE JOB AND SHALL FAMILIARIZE HIMSELF WITH THE CONDITIONS AFFECTING THE PROPOSED ELECTRICAL INSTALLATION AND SHALL MAKE PROVISIONS AS TO THE COST THEREOF. FAILURE TO COMPLY WITH THE INTENT OF THIS SECTION SHALL BE CONSIDERED A BREACH OF THE CONTRACTOR'S OBLIGATION TO PROVIDE THE WORK NECESSARY FOR A COMPLETE AND WORKING SYSTEM OR SYSTEMS.

CUTTING, PATCHING AND EXCAVATION:

1. COORDINATION OF SLEEVES, CHASES, ETC., BETWEEN SUBCONTRACTORS WILL BE REQUIRED PRIOR TO THE CONSTRUCTION OF ANY PORTION OF THE WORK INCLUDING PARTITIONS, FLOORS, AND CHASES IN CONCRETE, WOOD, STEEL OR MASONRY SHALL BE DONE AS PROVIDED ON THE DRAWINGS.
2. NECESSARY EXCAVATIONS AND BACKFILLING INCIDENTAL TO THE ELECTRICAL WORK SHALL BE PROVIDED BY THE ELECTRICAL CONTRACTOR UNLESS SPECIFICALLY NOTED OTHERWISE ON THE DRAWING.
3. SEAL PENETRATIONS THROUGH RATED WALLS, FLOORS, ETC., WITH APPROVED METHOD AS LISTED BY UL.

RACEWAYS / CONDUITS GENERAL:

1. CONDUCTORS SHALL BE INSTALLED IN LISTED RACEWAYS. CONDUIT SHALL BE RIGID STEEL, EMT, SCH40 PVC, OR SCH80 PVC AS INDICATED ON THE DRAWINGS. THE RACEWAY SYSTEM SHALL BE COMPLETE BEFORE INSTALLING CONDUCTORS.
2. EXTERIOR RACEWAYS AND GROUNDING SLEEVES SHALL BE SEALED AT POINTS OF ENTRANCE AND EXIT. THE RACEWAY SYSTEM SHALL BE BONDED PER NEC.

EXTERIOR CONDUIT:

1. EXPOSED CONDUIT SHALL BE NEATLY INSTALLED AND RUN PARALLEL OR PERPENDICULAR TO STRUCTURAL ELEMENTS. SUPPORTS AND MOUNTING HARDWARE SHALL BE HOT DIPPED GALVANIZED STEEL.
2. THE CONDUIT SHALL BE RIGID STEEL AT GRADE TRANSITIONS OR WHERE EXPOSED TO DAMAGE.
3. UNDERGROUND CONDUITS SHALL BE RIGID STEEL, SCH40 PVC, OR SCH80 PVC AS INDICATED ON THE DRAWINGS.
4. BURIAL DEPTH OF CONDUITS SHALL BE AS REQUIRED BY CODE FOR EACH SPECIFIC CONDUIT TYPE AND APPLICATION, BUT SHALL NOT BE LESS THAN THE FROST DEPTH AT THE SITE.
5. CONDUIT ROUTES ARE SCHEMATIC. CONTRACTOR SHALL FIELD VERIFY ROUTES BEFORE BID. COORDINATE ROUTE WITH WIRELESS CARRIER AND/OR BUILDING OWNER.

INTERIOR CONDUIT:

1. CONCEALED CONDUIT IN WALLS OR INTERIOR SPACES ABOVE GRADE MAY BE EMT OR PVC.
2. CONDUIT RUNS SHALL USE APPROVED COUPLINGS AND CONNECTORS. PROVIDE INSULATED BUSHING FOR ALL CONDUIT TERMINATIONS. CONDUIT RUNS IN A WET LOCATION SHALL HAVE WATERPROOF FITTINGS.
3. PROVIDE SUPPORTS FOR CONDUITS IN ACCORDANCE WITH NEC REQUIREMENTS. CONDUITS SHALL BE SIZED AS REQUIRED BY NEC.

EQUIPMENT:

1. DISCONNECT SWITCHES SHALL BE SERVICE ENTRANCE RATED, HEAVY DUTY TYPE.
2. CONTRACTOR SHALL VERIFY MAXIMUM AVAILABLE FAULT CURRENT AND COORDINATE INSTALLATION WITH THE LOCAL UTILITY BEFORE STARTING WORK. CONTRACTOR WILL VERIFY THAT EXISTING CIRCUIT BREAKERS ARE RATED FOR MORE THAN AVAILABLE FAULT CURRENT AND REPLACE AS NECESSARY.
3. NEW CIRCUIT BREAKERS SHALL BE RATED TO WITHSTAND THE MAXIMUM AVAILABLE FAULT CURRENT AS DETERMINED BY THE LOCAL UTILITY.

CONDUCTORS:

1. FURNISH AND INSTALL CONDUCTORS SPECIFIED IN THE DRAWINGS. CONDUCTORS SHALL BE COPPER AND SHALL HAVE TYPE THIN (MIN) (75 C) INSULATION, RATED FOR 600 VOLTS.
2. THE USE OF ALUMINUM CONDUCTORS SHALL BE LIMITED TO THE SERVICE FEEDERS INSTALLED BY THE UTILITY.
3. CONDUCTORS SHALL BE PROVIDED AND INSTALLED AS FOLLOWS:

- A. MINIMUM WIRE SIZE SHALL BE #12 AWG.
- B. CONDUCTORS SIZE #8 AND LARGER SHALL BE STRANDED. CONDUCTORS SIZED #10 AND #12 MAY BE SOLID OR STRANDED.
- C. CONNECTION FOR #10 AWG #12 AWG SHALL BE BY TWISTING TIGHT AND INSTALLING INSULATED PRESSURE OR WIRE NUT CONNECTIONS.
- D. CONNECTION FOR #8 AWG AND LARGER SHALL BE BY USE OF STEEL CRIMP-ON SLEEVES WITH NYLON INSULATOR.

3. CONDUCTORS SHALL BE COLOR CODED IN ACCORDANCE WITH NEC STANDARDS.

UL COMPLIANCE:

1. ELECTRICAL MATERIALS, DEVICES, CONDUCTORS, APPLIANCES, AND EQUIPMENT SHALL BE LABELED / LISTED BY UL OR ACCEPTED BY JURISDICTION (I.E., LOCAL COUNTY OR STATE) APPROVED THIRD PARTY TESTING AGENCY.

GROUNDING:

1. ELECTRICAL NEUTRALS, RACEWAYS AND NON-CURRENT CARRYING PARTS OF ELECTRICAL EQUIPMENT AND ASSOCIATED ENCLOSURES SHALL BE GROUNDED IN ACCORDANCE WITH NEC ARTICLE 250. THIS SHALL INCLUDE ALL CONDUCTORS, CONDUITS, SUPPORTS, CABINETS, BOXES, GROUND BUSES, ETC. THE NEUTRAL CONDUCTOR FOR EACH SYSTEM SHALL BE GROUNDED AT A SINGLE POINT.

2. PROVIDE GROUND CONDUCTOR IN RACEWAYS PER NEC.

3. PROVIDE BONDING AND GROUND TO MEET NFPA 780 - "LIGHTNING PROTECTION" AS A MINIMUM.

4. PROVIDE GROUNDING SYSTEM AS INDICATED ON THE DRAWINGS, AS REQUIRED BY THE NATIONAL ELECTRICAL CODE, RADIO EQUIPMENT MANUFACTURERS, AND MOTOROLA R36 (AS APPLICABLE).

ABBREVIATIONS AND LEGEND

A	- AMPERE	PNLB	- PANELBOARD
AFG	- ABOVE FINISHED GRADE	PVC	- RIGID NON-METALLIC CONDUIT
ATS	- AUTOMATIC TRANSFER SWITCH	RGS	- RIGID GALVANIZED STEEL CONDUIT
AWG	- AMERICAN WIRE GAUGE	SW	- SWITCH
BCW	- BARE COPPER WIRE	TGB	- TOWER GROUND BAR
BFG	- BELOW FINISHED GRADE	UL	- UNDERWRITERS LABORATORIES
BKR	- BREAKER	V	- VOLTAGE
C	- CONDUIT	W	- WATTS
CKT	- CIRCUIT	XFMR	- TRANSFORMER
DISC	- DISCONNECT	XMTR	- TRANSMITTER
EGR	- EXTERNAL GROUND RING		
EMT	- ELECTRIC METALLIC TUBING		
FSC	- FLEXIBLE STEEL CONDUIT		
GEN	- GENERATOR		
GPS	- GLOBAL POSITIONING SYSTEM		
GRD	- GROUND		
IGB	- ISOLATED GROUND BAR		
IOR	- INTERIOR GROUND RING (HALO)		
KW	- KILOWATTS		
NEC	- NATIONAL ELECTRIC CODE		
PCS	- PERSONAL COMMUNICATION SYSTEM		
PH	- PHASE		
PNL	- PANEL		

— E —	UNDERGROUND ELECTRICAL CONDUIT
— T —	UNDERGROUND TELEPHONE CONDUIT
⊞	KILOWATT-HOUR METER
—	UNDERGROUND BONDING AND GROUNDING CONDUCTOR.
Ø	GROUND ROD
●	CADWELD
⊞	GROUND ROD WITH INSPECTION WELL

PLANS PREPARED FOR:



7800 XERES AVE S
BLOOMINGTON, MN 55431

PLANS PREPARED FOR:



1151 SE CARY PKWY SUITE 101
CARY, NC 27518

PROJECT INFORMATION:

AT&T SITE #: MNL03118

AT&T FA CODE: 10081736

7130 S 82ND ST
COTTAGE GROVE, MN 55016
(WASHINGTON COUNTY)

PLANS PREPARED BY:



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"I hereby certify that this plan, specification, or schedule of values was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota"

Print Name: ANDREW DAVENAG BEERLUND

Signature: *Andrew Davenag Beerlund*

Date: 12-18-24 License #: 59085

SEAL:

O	12-18-24	100% CONSTRUCTION
A	06-26-24	PRELIMINARY
REV	DATE	ISSUED FOR:

DRAWN BY: PEB CHECKED BY: CCI

SHEET TITLE:

ELECTRICAL
NOTES

SHEET NUMBER:

E-1

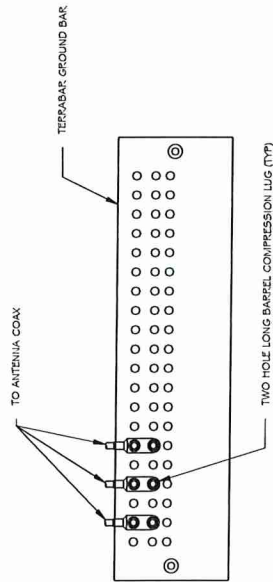
REVISION:

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TEP#336664-225321

NOTES:

1. DOUBLING UP OR STACKING OF CONNECTIONS IS NOT PERMITTED.
2. EXTERIOR ANTIOXIDANT JOINT COMPOUND TO BE USED ON ALL EXTERIOR CONNECTIONS.
3. GROUND BAR SHALL NOT BE ISOLATED FROM TOWER. MOUNT DIRECTLY TO TOWER STEEL.

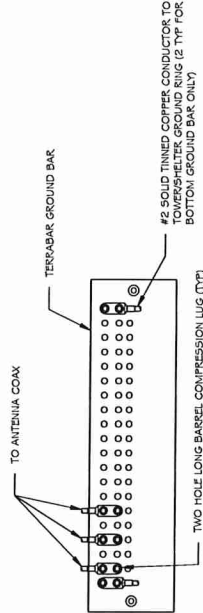


ANTENNA GROUND BAR DETAIL

SCALE: N.T.S.

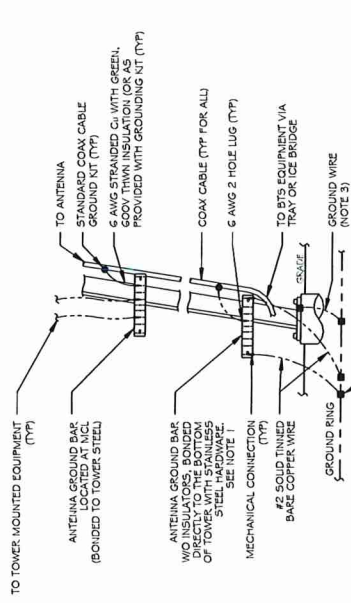
NOTES:

1. EXTERIOR ANTIOXIDANT JOINT COMPOUND TO BE USED ON ALL EXTERIOR CONNECTIONS.
2. GROUND BAR SHALL NOT BE ISOLATED FROM TOWER. MOUNT DIRECTLY TO TOWER STEEL (TOWER ONLY).
3. INSTALL GROUND BARS AT 7'5" INTERVAL MAXIMUM.
4. GROUND BAR SHALL BE ISOLATED FROM BUILDING OR SHELTER.



TOWER GROUND BAR DETAIL

SCALE: N.T.S.



NOTES:

1. NUMBER OF GROUNDING BARS MAY VARY DEPENDING ON THE TYPE OF TOWER. ANTENNA LOCATIONS AND CONNECTIONS TO THE TOWER SHALL EXCEED 200 FEET ON THE TOWER SHALL HAVE GROUND KITS AT THE MIDPOINT. PROVIDE AS REQUIRED.
2. ONLY MECHANICAL CONNECTIONS ARE ALLOWED. ALL MECHANICAL CONNECTIONS SHALL BE TREATED WITH AN ANTI-OXIDANT COATING.
3. ALL TOWER GROUNDING SYSTEMS SHALL COMPLY WITH THE REQUIREMENTS OF ANSI/NETA 2019 AND NFPA 720. FOR TOWERS BEING BUILT TO REV. 6 OF THE STANDARD, THE WIRE SIZE OF THE BURIED GROUND RING AND CONNECTIONS BETWEEN THE TOWER AND THE BURIED GROUND RING SHALL BE #2 STRAIGHT IN ADDITION, THE MINIMUM LENGTH OF THE GROUND RODS SHALL BE INCREASED FROM 6 FEET TO 10 FEET.

TYPICAL ANTENNA CABLE GROUNDING

SCALE: N.T.S.

PLANS PREPARED FOR:

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7900 XERXES AVE S
BLOOMINGTON, MN 55431

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Mastec

Communications Group
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CARY, NC 27518

PROJECT INFORMATION:

AT&T SITE #: MNL03118

AT&T FA CODE: 10081736

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I hereby certify that this plan, specification, or schedule of values was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Print Name: **ANDREW SIGMUND**

Signature: *[Signature]*

Date: **12-18-24** License #: **20085**

SEAL:

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REV DATE ISSUED FOR:

DRAWN BY: **PSB** CHECKED BY: **CCJ**

SHEET TITLE:

GROUNDING DETAILS

SHEET NUMBER:

G-1

REVISION:

0

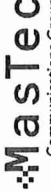
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1. I hereby certify that this plan, specification, or contract was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Print Name: ANDREW D. KASBERG, LIND
Signature: 
Date: 12-18-24, License #: 09095

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A	06-26-24	PRELIMINARY
REV	DATE	ISSUED FOR:
DRAWN BY:	PEB	CHECKED BY: CCJ

SHEET TITLE:
GROUNDING DETAILS

SHEET NUMBER:
G-2

REVISION:
0

TEP #3336684.425321

NOTE:
1. ALL GROUNDING LUGS ARE TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS. ALL HARDWARE BOLTS, NUTS, LOCK WASHERS SHALL BE STAINLESS STEEL. ALL HARDWARE ARE TO BE AS FOLLOWS:
BOLT: FLAT WASHER, GROUND BAR, GROUND LUG, FLAT WASHER AND NUT.

WIRE SIZE	BURNDY LUG	BOLT SIZE
#6 AWG GREEN INSULATED	YA6C-2TC36	3/8" - 16 NC 5 2 BOLT
#2 AWG SOLID TINNED	YA3C-2TC36	3/8" - 16 NC 5 2 BOLT
#2 AWG STRANDED	YA2C-2TC36	3/8" - 16 NC 5 2 BOLT
#20 AWG STRANDED	YA2C-2TC36	3/8" - 16 NC 5 2 BOLT
#40 AWG STRANDED	YA2C-2N	1/2" - 16 NC 5 2 BOLT

BURNDY GROUND LUG W/ LONG BARREL (SEE CHART)

NUT (NYP)

LOCK WASHER (NYP)

GROUND BAR (NYP)

BOLT (SEE CHART) (NYP)

BURNDY TWO HOLE LUG W/ LONG BARREL (SEE CHART)

FLAT WIRE TO BE NO-OK AT BOTH ENDS (SEE CHART)

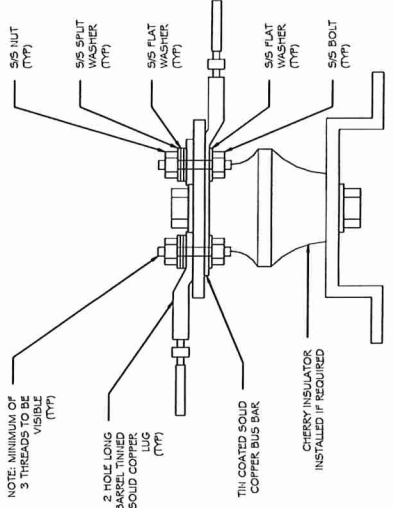
STRANDED (GREEN INSULATED) ONLY FOR #6 AWG (SEE CHART)

HEAT SHRINK (CLEAR)

GROUNDING CONDUCTOR

MECHANICAL LUG CONNECTION

SCALE: N.T.S.



NOTE: MINIMUM OF 3 THREADS MUST REMAIN EXPOSED (NYP)

2 HOLE LONG BURNDY LUG W/ SOLID COPPER (NYP)

5/8" NUT (NYP)

5/8" FLAT WASHER (NYP)

5/8" FLAT WASHER (NYP)

5/8" FLAT WASHER (NYP)

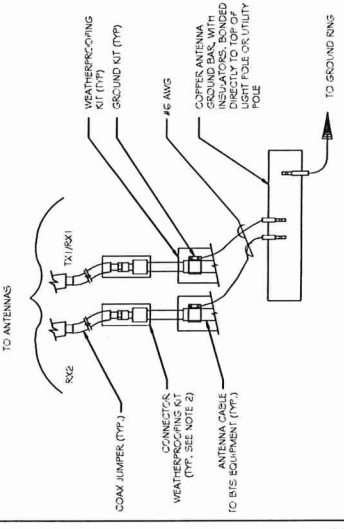
5/8" BOLT (NYP)

CHERRY INSULATOR INSTALLED IF REQUIRED

TH COATED SOLID COPPER BUS BAR

GROUND CABLE CONNECTION

SCALE: N.T.S.



TO ANTENNAS

8X2

COAX JUMPER (NYP)

WEATHERPROOFING KIT (NYP)

GROUND KIT (NYP)

46 AWG

COPPER ANTENNA GROUND BAR WITH INSULATORS, BONDED TO TOP OF LIGHT POLE ON UTILITY POLE

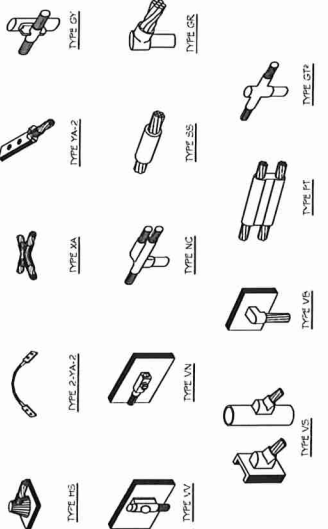
TO B15 EQUIPMENT (NYP)

ANTENNA CABLE

TO GROUND RING

CADWELD GROUNDING CONNECTIONS

SCALE: N.T.S.



TYPE H

TYPE V

TYPE L

TYPE S

TYPE G

TYPE G2

TYPE E

TYPE U

TYPE U2

TYPE U3

TYPE U4

TYPE U5

TYPE U6

TYPE U7

TYPE U8

TYPE U9

TYPE U10

TYPE U11

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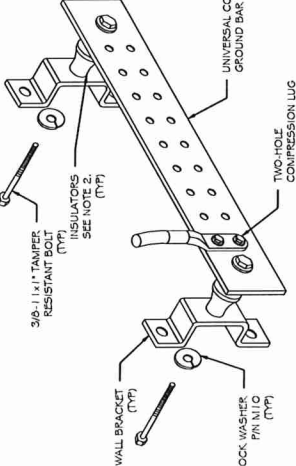
TYPE U98

TYPE U99

TYPE U100

GROUND BAR DETAIL

SCALE: N.T.S.



WALL BRACKET (NYP)

3/8" x 1/2" TAMPER (NYP)

INSULATORS (SEE NOTE 2) (NYP)

RESISTANT BOLT (NYP)

UNIVERSAL COPPER GROUND BAR (4"x20")

TWO HOLE COMPRESSION LUG

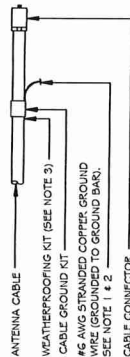
LOCK WASHER PH NIO (NYP)

NOTE:
1. USED BOTH TYPES AND TYPES SHOWN ARE EXAMPLES. CONSULT WITH CONSTRUCTION MANAGER FOR SPECIFIC VALUES TO BE USED FOR EACH TYPE.
2. WOULD TYPE ONLY TO BE USED BELOW GRADE WHEN CONNECTING GROUND RING TO GROUND ROD.

NOTE:
1. NO MODIFICATION OR DRILLING TO TOWER STEEL IS ALLOWED IN ANY FORM OR FASHION. CAD WELDING ON THE TOWER AND/OR IN THE AIR ARE NOT PERMITTED.
2. ONIT INSULATOR WHEN MOUNTING TO TOWER STEEL OR PLATFORM STEEL.
USE INSULATORS WHEN ATTACHING TO BUILDING OR SHELTERS.

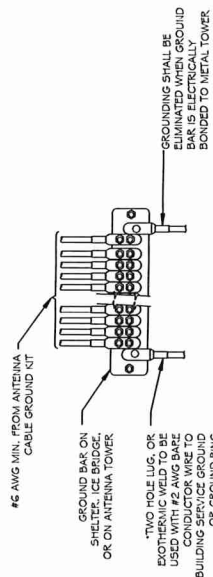
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CABLE GROUND KIT CONNECTION

1. DO NOT INSTALL CABLE GROUND KIT AT A BEILD AND ALWAYS DIRECT GROUND WIRE DOWN TO GROUND BAR.
2. GROUNDING KIT SHALL BE TYPE AND PART NUMBER AS SUPPLIED OR RECOMMENDED BY CABLE MANUFACTURER.
3. WEATHER PROOFING SHALL BE TWO-PART TAPE KIT, COLD SHEIKING SHALL NOT BE USED.



GROUNDWIRE INSTALLATION

1. DO NOT INSTALL CABLE GROUND KIT AT A BEND AND ALWAYS A DIRECT GROUND WIRE DOWN TO GROUND BAR.
2. GROUNDING KIT SHALL BE TYPE AND PART NUMBER AS SUPPLIED OR RECOMMENDED BY CABLE MANUFACTURER.
3. WEATHER PROOFING SHALL BE TWO-PART TAPE KIT. COLD SHRINK SHALL NOT BE USED.

GROUNDWIRE INSTALLATION

SCALE: N.T.S.

CABLE GROUND KIT CONNECTION

SCALE: N.T.S.

Technical drawing of an ABB battery rack assembly, showing a perspective view and a detailed view of the rack structure. The perspective view shows a long, narrow rack with multiple battery units and a control panel. The detailed view shows the internal structure of the rack, including the battery units and the support brackets. The drawing is labeled with various part numbers and dimensions.

Labels and dimensions:

- 8600231857P-Rack Unit Label
- 840883006-2RU 19" 23" Adapters
- CG248844803-1RU 19" 23" Adapters
- 8600059073P- 23" 1RU Bracket
- 994503080-Insulated Standoff
- 8600364031P- 23" Support Bracket
- 8600364031P- 100A Battery Bracket
- 160039835A-Isolation Pad

PROPOSED FIF RACK DETAIL

SCALE: N.T.S.

Vertiv™ eSure™ Converter

C48/S8-2000P3



Key Benefits

Converter, 48 to 58 VDC, 2000 W Peak / 1600 W Average

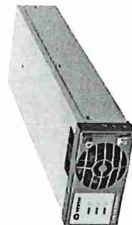
- Reduce power consumption and lower operating costs with 95% peak efficiency.
- Easily add capacity with hot-pluggable interchangeable components.
- Ensure high availability with wide input voltage range from 41 VDC to 58 VDC.
- Power your 5G sites in the harsh environments with operation from -40°C to +65°C.
- Enjoy peace of mind with high-quality UL-recognized design.

Easily support higher power 5G remote radios on cell towers with modular 2000 watt eSure™ power extend converters.

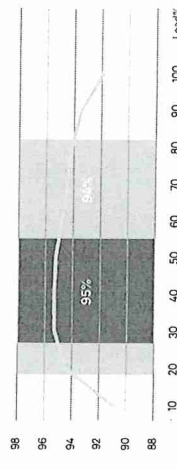
Description

The Vertiv™ eSure™ C48/S8-2000P3 high-efficiency converter is designed to operate from a nominal -48 VDC source to provide nominal -58 VDC load power, which is adjustable to application needs up to 2000 watts peak, 1600 watts average. This constant power converter designed with the latest patented switchmode technology, uses digital signal processing (DSP) for efficient operation.

The eSure C48/S8-2000P3 DC to DC converter is ideal for feeding high power remote radio heads (RRHs). 58 VDC is regulated over a wide input range to minimize voltage drop in the cable feeding the RRH and sustain operation to end of battery discharge. When redundancy is critical or loads are high, multiple eSure C48/S8-2000P3 converters can be connected in parallel to support a variety of telecom applications. Unified remote management and control of the power system is enabled when combined with a Vertiv™ NetSure™ controller.



% Efficiency



C48/S8-2000P3 Efficiency Curve at 53.5 VDC Nominal Input

Vertiv™ eSure™ Converter



Technical Specifications

DC Input	
Voltage	C48/S8-2000P3 41 VDC to 58.5 VDC 48 VDC (nominal)
Maximum Current	53 A

DC Output	
Voltage	58 VDC to 59 VDC
Maximum Power	2000 W peak, 1600 W average at 40°C, 1280 W average at 65°C
Maximum Current	35.7 A at 2000 W peak (see figure 1), 28.8 A at 1600 W average, 23 A at 1280 W average, at 58 VDC
Peak Efficiency	>95%
Noise	< 25mV pk-pk, < 20mV rms, < 48 dBmC

Control and Monitoring	
Alarms and Signaling	Alarm and status reported via CAN bus to system controller
Visual Indications	Green LED Normal Operation Red LED Failure Flashing Red LED Fan Failure

Environmental	
Operating Temperature	-40°C to +65°C / -40°F to +185°F (see figure 2)
Storage Temperature	-40°C to +85°C / -40°F to +185°F
Relative Humidity	0 to 90%
Altitude	2000 m / 6560 ft at full power

Standards Compliance	
Safety	UL62368-1, EN62368-1, IEC62368-1
EMC	FCC CFR 47 Part 15 Class A conducted and Class B radiated
Environment	REACH, RoHS

Mechanics	
Dimensions (H x W x D)	41 x 84.5 x 252.5 mm / 1.61 x 3.33 x 9.94 inches
Weight	13.5 kg / 29.8 lbs

Ordering Information

Part Number	Description
10-4880000P3	eSure™ converter, -48 to -58 VDC, 2000 W peak / 1600 W average

Vertiv.com | Vertiv Headquarters, 1050 Dearborn Drive, Columbus, OH 43260, USA

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C48/S8-2000P3 1023261

PROPOSED CONVERTER DETAILS

SCALE: N.T.S.

SHEET TITLE:

SUPPLEMENTAL

SHEET NUMBER:

R-4

REVISION:

-

TEP#336604.425321

THIS IS A PRELIMINARY DESIGN. IT IS THE USER'S RESPONSIBILITY TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

SHEET TITLE:
SUPPLEMENTAL

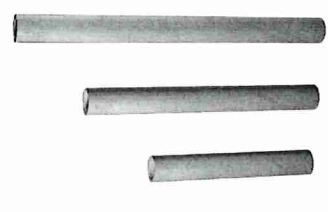
SHEET NUMBER:
R-5

REVISION:
-

TEP #33604.42532.1

Pxxx: Bulk Pipe

SITE PRO 1
A valmont COMPANY



Features:

- Factory cut end, hot-dip galvanized pipe

Construction:

- ASTM A53 Grade B
- Schedule 40 or Schedule 80

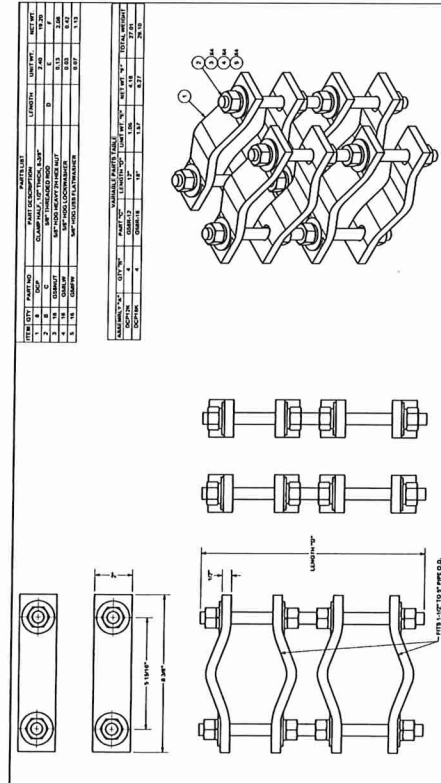
Design Criteria:

- ASTM A53 Grade B (Yield $F_y = 35$ ksi [240 MPa])
- Tensile $F_u = 60$ ksi [415 MPa]
- Hot dip galvanized in accordance with ASTM A123 requirements

Part #	Length	OD x Length (in)	
		Schedule 40	Schedule 80
P260	5'-0"	23.8" x 60"	
P263	5'-3"	23.8" x 63"	
P272	6'-0"	23.8" x 72"	
P284	7'-0"	23.8" x 84"	
P296	8'-0"	23.8" x 96"	
P2108	9'-0"	23.8" x 108"	
P2120	10'-0"	23.8" x 120"	
P2126	10'-6"	23.8" x 126"	
P2150	12'-6"	23.8" x 150"	
P2174	14'-6"	23.8" x 174"	
P2252	21'-0"	23.8" x 252"	
P3072	6'-0"	27.8" x 72"	
P3084	7'-0"	27.8" x 84"	
P3096	8'-0"	27.8" x 96"	
P30108	9'-0"	27.8" x 108"	
P30120	10'-0"	27.8" x 120"	
P30126	10'-6"	27.8" x 126"	
P30150	12'-6"	27.8" x 150"	
P30174	14'-6"	27.8" x 174"	
P30252	21'-0"	27.8" x 252"	
P360	5'-0"	31.2" x 60"	
P372	6'-0"	31.2" x 72"	
P384	7'-0"	31.2" x 84"	
P396	8'-0"	31.2" x 96"	
P3150	12'-6"	31.2" x 150"	
P3160	13'-4"	31.2" x 160"	
P3174	14'-6"	31.2" x 174"	
P3216	18'-0"	31.2" x 216"	
P3252	21'-0"	31.2" x 252"	
P472	6'-0"	41.2" x 72"	
P4126	10'-6"	41.2" x 126"	
P4252	21'-0"	41.2" x 252"	

SitePro1.com

888-438-7761

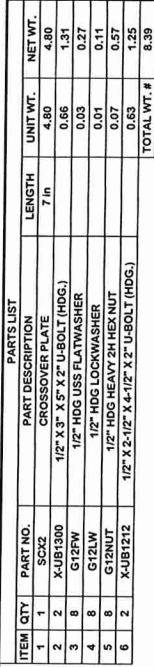


TO: BRANCH OFFICE
FROM: PROJECT MANAGER
SUBJECT: PROPOSED PIPE TO PIPE CLAMP SET DETAIL
DATE: 10/22/2013
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
1	PIPE CLAMP SET	1	SET	1.00	1.00
2	PIPE CLAMP SET	1	SET	1.00	1.00
3	PIPE CLAMP SET	1	SET	1.00	1.00
4	PIPE CLAMP SET	1	SET	1.00	1.00
5	PIPE CLAMP SET	1	SET	1.00	1.00
6	PIPE CLAMP SET	1	SET	1.00	1.00
7	PIPE CLAMP SET	1	SET	1.00	1.00
8	PIPE CLAMP SET	1	SET	1.00	1.00
9	PIPE CLAMP SET	1	SET	1.00	1.00
10	PIPE CLAMP SET	1	SET	1.00	1.00

PROPOSED PIPE TO PIPE CLAMP SET DETAIL

SCALE: N.T.S.



TOLERANCE NOTES TOLERANCES ON DIMENSIONS, UNLESS OTHERWISE NOTED ARE: UNFINISHED SURFACES ±0.0075" (±0.0007") DRILLED, SHEARED AND CUT CUT EDGES (±0.0097") ALL OTHER SURFACES ±0.0075" (±0.0007") LASER CUT EDGES AND HOLES (±0.0107") - NO CONING OF HOLES BENDS ARE ±1/2 DEGREE ALL OTHER MACHINING (±0.0097") ALL OTHER ASSEMBLY (±0.0097")		DESCRIPTION CROSSOVER PLATE KIT		CPD NO. DRAWN BY CEK 6/30/2011		ENG. APPROVAL CHECKED BY BMC 7/1/2011		PART NO. SCX2-K		DWG. NO. SCX2-K	
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PROPOSED CROSSOVER PLATE KIT DETAIL
SCALE: N.T.S.

SHEET TITLE:

SUPPLEMENTAL

SHEET NUMBER:

REVISION:

R-6

TEP #:33868-

COMPANY, OR HER EXCLUSIVE AGENT, OR NEW YORK PROFESSIONAL SERVICE COMPANY, GENERAL CONTRACTOR SERVICES ARE PROVIDED BY THE GOOD LLC A DELAWARE LIMITED LIABILITY COMPANY. THE INFORMATION CAN BE OBTAINED FROM THE COMPANY.

SITE PRO 1

Locations:
New York, NY
Atlanta, GA
Los Angeles, CA
Plymouth, IN
Salem, OR
Dallas, TX

Engineering
Support Team:
1-888-753-7446

DESCRIPTION	CROSSOVER PIATE
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TOLERANCE NOTES

TOLERANCES ON DIMENSIONS, UNLESS OTHERWISE NOTED ARE:
SAWED, SHEARED AND GAS CUT EDGES (± 0.0097)
DRILLED AND GAS CUT HOLES (± 0.0397) - NO CONING OF HOLES
LASER CUT EDGES AND HOLES (± 0.0197) - NO CONING OF HOLES
BENDS ARE $\pm 1/2$ DEGREE
ALL OTHER MACHINING (± 0.0097)
ALL OTHER ASSEMBLY (± 0.0697)

IMPORTANT NOTE
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INFORMATION IS NOT TO BE RELEASED WITHOUT THE CONSENT OF THE COMPANY

PAGE 1 OF 1	
SCX2-K	
SCX2-K	

PART NO.	DWG. NO.
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5. APPROVAL

MC 7/1/2011

BY	6/30/2011	E
USAGE		C
SHOP		E

CPD NO.	DRAWN CEK
CLASS	SUB

INFORMATION OF VALMONT
THOUT THE CONSENT OF

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NOTE:
3 TECHNIQUES CONTAINED IN
AND COMBINED A TRADE SE
INSTRUMENT IS STRICTLY PROHIB

ALL OF ALL OF	PROPRIETARY THE DATA INDUSTRIE VAL MONT
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11

1

• TRX Branches	64T64R
• Antenna Elements	256
• Antenna configuration	(4x1)×(4x8)
• Operation band	B77G (3450-3550 MHz), B77N(3840-3980 MHz)
• IBW	530 MHz
• TCBW	200 MHz
• Output Power	400 W, max 4W/MHz PSD
• EIRP (Average)	80.8 dBm
• Supported RAT	NR
• Weight	67.2 lb(30.5"×15.83"×7.4")
• Size	~ 70 L
• eCPR1 link	2x 25G
• Operating Temperature	-40 to +55°C, nature convection cooling
• Power Supply	-48VDC 3-wires, single connector
• Power Consumption	~ 760W, ETSI Avg.
• Multi-layer MU MIMO	16/8 DL/UL layer

SCALE: N.T.S.

120726
DIMENSIONS, HxWxD: 96.0" x 24.0" x 8.1"
WEIGHT, W/O
PRE-MOUNTED BRACKETS: 160 lbs



TEP #:338684.425321

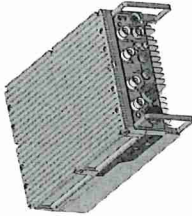
Radio 4471 B30

- 474R single-band FDD
- Output power: 4x25W
- RAT support: L, NR
- CPRI 2x2.5/4.9/9.8/10.1/24.3 Gbps
- eCPRI 2x10.3/25.8 Gbps
- Size (max) 13 liter / 13 kg
- -Target (HAWK) 361.2x261x129
- -48 VDC 3-wire or 2-wire (single DC-connector)
- AISG TMA & RET support via RS-485 or RF connectors
- 2 external alarm
- Support for 12dB TMA
- Convictional cooling
- IP 65, -40 to +55°C
- FCC and NEBS compliant
- Power consumption: Estimate +15% reduction compared 4415 B30 in typical traffic load (typical traffic load is defined in PowerCalc with average 21% output power)

1/2024-05-24 | Confidential | Page 27

Preliminary

AT&T GA Aug 24



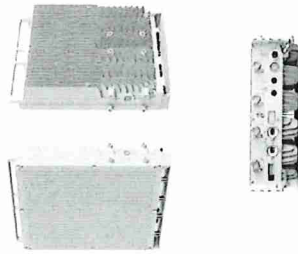
PROPOSED RADIO 4471 B30 DETAIL

SCALE: N.T.S.

Radio 4494 44B14 20B29

- Dual band FDD/2T
- Power
- 4x25W
- B2: 2x48W
- B14 L3 L3R VS M3A E55A, M9-5T (1B, 0B & SA)
- B29 L3 L3R
- CPRI 2x2.5/4.9/9.8/10.1/24.3 Gbps
- eCPRI 2x10.3/25.8 Gbps
- Front panel alarm & alarm
- On-pin and support (L3R) & M9
- -48 VDC 3-wire or 2-wire (single DC-connector)
- AISG TMA & RET support via RS-485 or RF connectors
- 2 external alarm
- IP 65, -40 to +55°C
- Power consumption: 15% reduction compared 4415 B30 for the same configuration

PRA target, June 2024



PROPOSED RADIO 4494 B14/B29 DETAIL

SCALE: N.T.S.

RADIO 4490 B5 B12

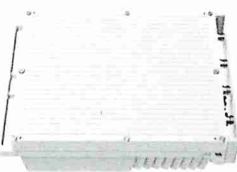
- 4 common RF ports (C)
- B5: 4x60W, B12: 4x60W
- 480W total RF output power
- L, NR, NB-IoT
- 2x 2.5/4.9/9.8/10.1/24.3 Gbps CPRI/eCPRI

Radio 4490 B5 B12	Height	Width	Depth	Weight
no protruding items	17.5 in (444 mm)	15.7 in (398 mm)	8.9 in (226 mm)	-49.5 lbs (-21 kg)
w protruding items	20.0 in (508 mm)	15.7 in (398 mm)	7.0 in (178 mm)	-49.5 lbs (-21 kg)

- -48 VDC 2-wire (one DC connector input)
- AISG v3.0 TMA & RET support via RS-485 or RF connectors
- Type 4.3-10 RF + connectors
- 2 external alarm
- Convictional cooling
- Optional fan for increased site flexibility
- IP 65, -40 to +55°C

PAJ | 2024-05-14 | Confidential | Page 4

Pending Commercial Agreements



B5 B12: 4 ports
Common tilt

Now confirmed
max measurements/ will not exceed

PROPOSED RADIO 4490 B5/B12A DETAIL

SCALE: N.T.S.

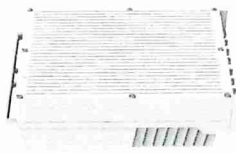
Radio 4890 B25 B66

- 8 RF ports, 4T8R per band (S for TX)
- B2: 4x60W
- B66: 4x60W
- Up to 480W in total RF power
- L, NR, NB-IoT
- 2x 2.5/4.9/9.8/10.1/24.3 Gbps CPRI/eCPRI

Radio 4890 B25 B66	Height	Width	Depth	Weight
no protruding items	17.5 in (444 mm)	15.7 in (398 mm)	7.0 in (178 mm)	-49.5 lbs (-21 kg)
w protruding items	20.0 in (508 mm)	15.7 in (398 mm)	7.2 in (182 mm)	-49.5 lbs (-21 kg)

- -48 VDC 2-wire (single DC-connector)
- AISG v3.0 TMA & RET support via RS-485 or RF connectors
- Type 4.3-10 RF + connectors
- 2 external alarm
- Convictional cooling
- Optional fan for increased site flexibility
- IP 65, -40 to +55°C

Pending Commercial Agreements



B2/B25 TX: 4 ports
B66 TX: 4 ports
B66 RX: 8 ports
Same order as Radio 8843

Now confirmed
max measurements/ will not exceed

PROPOSED RADIO 4890 B25/B66A DETAIL

SCALE: N.T.S.

SHEET TITLE:

SUPPLEMENTAL

SHEET NUMBER:

R-8

REVISION:

-

TEP #336604.42552

SHEET TITLE:
SUPPLEMENTAL

SHEET NUMBER:
R-9

REVISION:
-

TEP#336604-425321

AUXILIARY MULTIPLEXING UNIT
XMU 03

➤ Increased connectivity for legacy radio units

- Enables full DUS capacity with 2.5G CPRI radios

➤ CPRI multiplexing and de-multiplexing

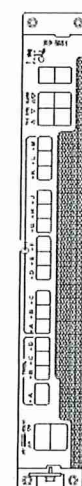
- 16x SFP+ ports
- Pluggable optical transceivers
- Direct attach cables (electrical)
- Typical 50W - 48VDC power feed

➤ Target release: L14B

WAGO Terminal | Connector to equipment | (Rev. 1) | 09/04/07 | Page 4



PROPOSED 6651 BBU DETAIL
SCALE: N.T.S.



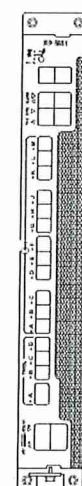
ITEM NO.	DESCRIPTION	QUANTITY
1	BBU 6651	1
2	Power Supply	1
3	Control Unit	1
4	Antenna Array	1
5	Cable Management	1
6	Mounting Hardware	1
7	Labeling	1
8	Documentation	1
9	Accessories	1
10	Tools	1
11	Consumables	1
12	Other	1
13	Subtotal	13
14	Total	14

Controller 6610

Controller 6610 is a rack-mounted unit that provides a central point of control for the entire system. It is designed to be installed in a rack and is compatible with a wide range of equipment. The unit is made of high-quality materials and is built to last. It is easy to install and maintain, and it provides a secure and reliable way to control your system.



PROPOSED 6610 SITE CONTROLLER DETAIL
SCALE: N.T.S.



ITEM NO.	DESCRIPTION	QUANTITY
1	Controller 6610	1
2	Power Supply	1
3	Control Unit	1
4	Antenna Array	1
5	Cable Management	1
6	Mounting Hardware	1
7	Labeling	1
8	Documentation	1
9	Accessories	1
10	Tools	1
11	Consumables	1
12	Other	1
13	Subtotal	13
14	Total	14

SHEET TITLE:

ANTENNA MOUNTING DETAIL

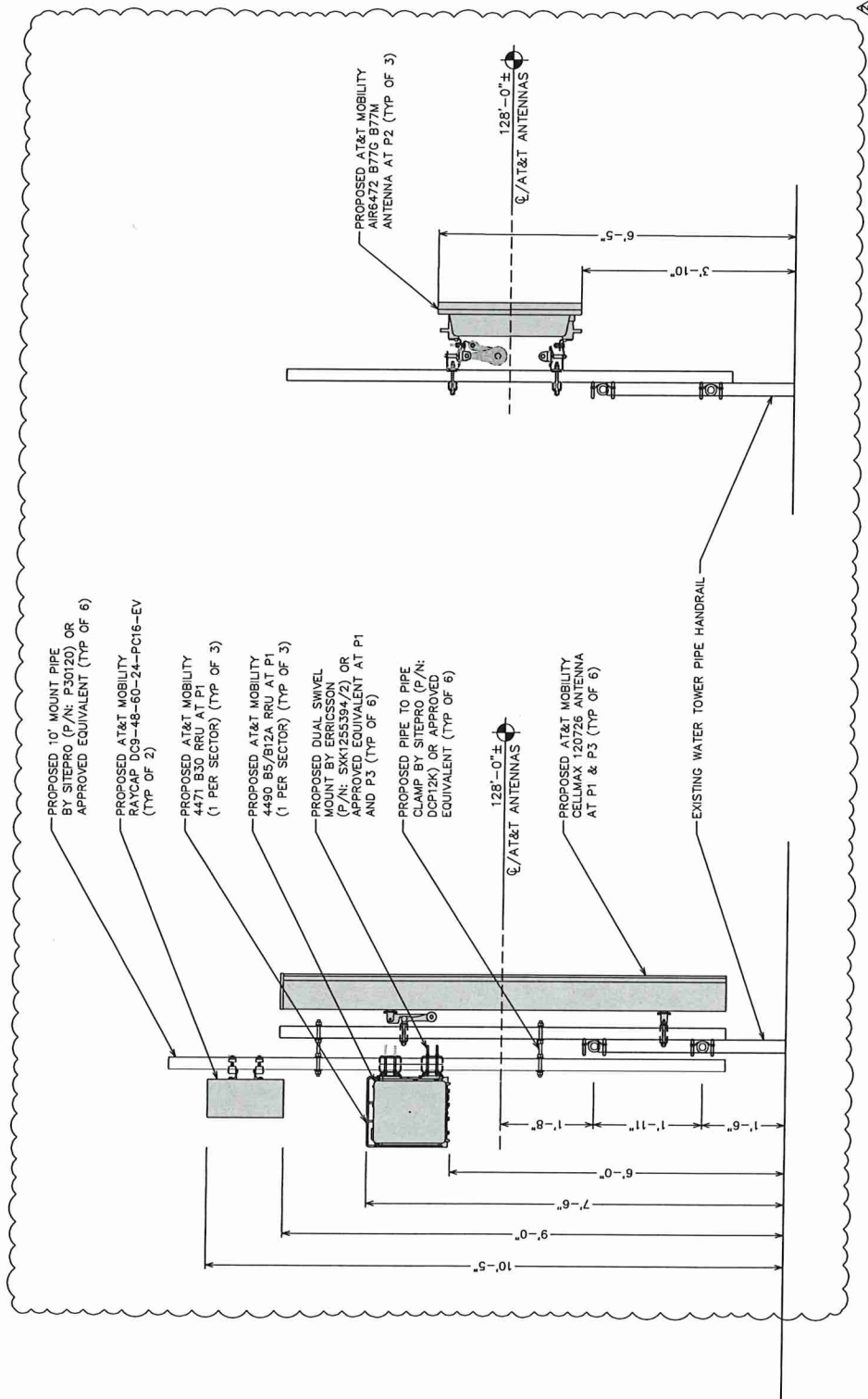
SHEET NUMBER:

R-10

REVISION:

-

REP #336604-425321



PROPOSED ANTENNA MOUNTING DETAIL

SCALE: 1/2" = 1'-0"



SCALE IN FEET



City Council Action Request

7.G.

Meeting Date	8/20/2025						
Department	Engineering						
Agenda Category	Action Item						
Title	80th St & East Pt Douglas Road Rehabilitation - Authorize Preparation of Plans & Specifications						
Staff Recommendation	Adopt Resolution 2025-115 authorizing preparation of plans and specifications for the 80 th Street (TH 61 to Ideal Ave), East Point Douglas Road (80 th Street south to tee intersection), and TH 61/80 th Street Interchange Rehabilitation project.						
Budget Implication	N/A						
Attachments	<table><tr><td>1.</td><td>Memo</td></tr><tr><td>2.</td><td>80th Street Rehabilitation Authorize P_S Resolution</td></tr><tr><td>3.</td><td>131481 Feasibility Report-DRAFT 05-14-2025</td></tr></table>	1.	Memo	2.	80th Street Rehabilitation Authorize P_S Resolution	3.	131481 Feasibility Report-DRAFT 05-14-2025
1.	Memo						
2.	80th Street Rehabilitation Authorize P_S Resolution						
3.	131481 Feasibility Report-DRAFT 05-14-2025						



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

From: Paul Sponholz, PE, City Engineer

Date: August 13, 2025

Re: 80th Street (TH 61 to Ideal Ave), East Point Douglas Road (80th Street south to tee intersection), and TH 61/80th Street Interchange Rehabilitation – Authorize Preparation of Plans and Specifications

Background

Included in the Capital Improvement Plan for 2026 is the rehabilitation of 80th Street from Highway 61 to Ideal Avenue, which is the third and final phase of a ten-year plan to address poor road conditions on 80th Street from Highway 61 to Keats Avenue. On June 21, 2023, the City Council authorized a feasibility study for 80th Street from Ideal Avenue to Highway 61. On April 16, 2025, the City Council approved amending the scope of the feasibility study to include East Point Douglas Road from 80th Street to the T-intersection near Arby's.

The Minnesota Department of Transportation (MnDOT) was leading a project focused on reconstruction of the entrance and exit ramps at the interchange of 80th Street and Highway 61 to be completed in 2027 or 2028. Through discussions between City and MnDOT staff, it was determined the work should be coordinated and constructed in the same year in order to complete all of the construction in the area at once. As a result, it was decided to incorporate the interchange work into the 80th Street project and design, bid, and build the projects as one package.

A workshop with Council was also held May 21, 2025 to review and discuss the draft feasibility report, property assessments, and construction staging.

Discussion

A draft feasibility study has been prepared and is included with this memo for review. Preparing plans and specifications prior to completing the feasibility study and holding an improvement hearing will provide additional information in determining the desirability and feasibility of the improvements.

The current scope of work includes the following:

- Rehabilitation of 80th Street from Highway 61 to Ideal Avenue.
- Rehabilitation of East Point Douglas Road from 80th Street to the T-intersection.
- Reconstruction of the 80th Street & Highway 61 ramps and intersections by MnDOT.
- Aesthetic enhancements to the 80th Street interchange and landscaped medians.

- Signal upgrades throughout the project corridor.
- Constructing dual left turn lanes on 80th Street at the Hardwood Ave/East Point Douglas Road signal.
- Lane modifications to southbound East Point Douglas Road at the Grove Plaza signal to allow for two thru lanes.

Both 80th Street & East Point Douglas Road are referred to as rehabilitation projects, since much of the curb, sidewalk, and median concrete are in good condition and will not be replaced. Full replacement of the pavement is proposed throughout the project area

Recommendation

It is recommended the City Council adopt Resolution 2025-115 authorizing preparation of plans and specifications for the 80th Street (TH 61 to Ideal Ave), East Point Douglas Road (80th Street south to tee intersection), and TH 61/80th Street Interchange Rehabilitation project.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2025-115

**RESOLUTION AUTHORIZING THE PREPARATION OF PLANS AND SPECIFICATIONS
FOR
80TH STREET (TH 61 TO IDEAL AVENUE), EAST POINT DOUGLAS ROAD (80TH STREET
TO TEE INTERSECTION, AND TH 61/80TH STREET INTERCHANGE REHABILITATION**

WHEREAS, pursuant to a resolution passed by the City Council on June 21, 2023, the City Engineer was authorized to prepare a feasibility report for the 80th Street (TH 61 to Ideal Ave), and

WHEREAS, pursuant to a resolution passed by the City Council on April 16, 2025, the City Engineer was authorized to amend the scope of the feasibility study to include East Point Douglas Road (80th Street south to tee intersection), and

WHEREAS, the Minnesota Department of Transportation desires to make improvements to the TH 61/80th Street Interchange and will incorporate its plans into this project, and

WHEREAS, the City Engineer has prepared a draft feasibility report, and

WHEREAS, preparing plans and specifications prior to completing the feasibility study and prior to holding an improvement hearing will provide additional information in determining the desirability and feasibility of the improvements.

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

Bolton and Menk, Inc. is hereby designated as the engineer for this improvement. The engineer shall prepare plans and specifications for the making of such improvement.

Passed this 20th day of August, 2025.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

80th Street Rehabilitation (T.H. 61 to Ideal Avenue)

East Point Douglas Road (80th Street south to Tee Intersection)

T.H. 61 / 80th Street Interchange

City of Cottage Grove, Minnesota
May 2025

DRAFT

Submitted by:

Bolton & Menk, Inc.
3507 High Point Drive North
Bldg. 1 Suite E130
Oakdale, MN 55128
P: 651-704-9970



Real People. Real Solutions.

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

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

May 13, 2025

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

RE: 80th Street Rehabilitation (T.H. 61 to Ideal Avenue)
East Point Douglas Road (80th Street south to Tee Intersection)
T.H. 61 / 80th Street Interchange
BMI Project No. 0N1.131481

Honorable Mayor and City Council Members,

Enclosed for your review is the 80th Street Rehabilitation Feasibility Report. The project scope includes street rehabilitation and utility repairs on 80th Street from T.H. 61 to Ideal Avenue, East Point Douglas Road from 80th Street to the Tee Intersection, and at the T.H. 61 / 80th Street Interchange as identified in this report.

This report describes the improvements necessary within the project area. Cost estimates for the proposed improvements are presented in the report.

We would be happy to discuss this report at your convenience. Please contact me at 651-968-7674 if you have any questions.

Sincerely,

BOLTON & MENK, INC.

Michael Boex, PE

Certification

Feasibility Report

For

80th Street Rehabilitation
(T.H. 61 to Ideal Avenue)

East Point Douglas Road
(80th Street south to the Tee Intersection)

T.H. 61 / 80th Street Interchange

City of Cottage Grove, Minnesota

BMI Project No. 0N1.131481

PROFESSIONAL ENGINEER

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Signature: DRAFT

Typed or Printed Name: _____

Date: _____ License Number: _____

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I. INTRODUCTION

The project consists of pavement rehabilitation / replacement, utility repairs / replacements, and other miscellaneous work as described in this report along 80th Street from T.H. 61 to Ideal Avenue, along East point Douglas Road from 80th Street south to the tee intersection, and the T.H. 61 / 80th Street Interchange exit and entrance ramps. 80th Street from T.H. 61 to Ideal Avenue is a 4-lane roadway of critical importance to the City of Cottage Grove. The roadway connects residential neighborhoods in Cottage Grove to the Gateway North Commercial District along East Point Douglas Road and Hardwood Avenue, Park High School, Crestview Elementary School, Cottage Grove Ice Arena, and Highway 61. 80th Street is the most travelled city street in Cottage Grove, with over 23,000 vehicles per day traveling on the west end near the commercial area and Highway 61. Traffic volumes are expected to increase with additional adjacent multi-family and commercial developments.

80th Street is classified as a minor arterial in the City's comprehensive plan and is a part of the City's Municipal State Aid (MSA) street system. The corridor from Highway 61 to Keats Avenue has been identified for improvements on the City's Capital Improvement Plan (CIP) since 2012. In 2016, a pavement rehabilitation was performed between Ideal Avenue and Jamaica Avenue. In 2020, a full reconstruction was performed between Jamaica Avenue and Keats Avenue. The third and final segment of roadway from Highway 61 to Ideal Avenue has been delayed due to funding shortfalls and is currently programmed for construction in 2026 according to the City's 2025-2029 CIP. To help advance the project, Federal funding for the project was applied for and obtained as part of the Consolidated Appropriations Act of 2023.

East Point Douglas Road, from 80th Street south to the three-legged tee intersection of East Point Douglas Road, is a 4-lane divided roadway and is also on the MSA street system. The road is classified as a minor arterial. The roadway provides direct access to the Gateway North commercial area and carries more than 19,000 vehicles per day immediately south of 80th Street. The segment was originally planned for reconstruction in 2027 along with the remainder of East Point Douglas Road to the southeast, however the construction schedule was adjusted to correlate with the work along 80th Street as both project scopes are similar and traffic impacts can be managed together.

The Minnesota Department of Transportation (MnDOT) was leading a project focused on reconstruction of the entrance and exit ramps at the interchange of 80th Street and Highway 61 to be completed in 2027 or 2028. Through discussions between City and MnDOT staff, it was determined the work should be coordinated and constructed in the same year in order to complete all of the construction in the area at once. As a result, it was decided to incorporate the interchange work into the 80th Street project and design, bid, and build the projects as one package. The detailed scope, history, and proposed design elements of the interchange and ramps are not covered in this report, although costs are included in the overall project costs presented.

The purpose of this report is to evaluate the work required for the construction of street and utility improvements, and to provide an estimate of costs to determine the physical and economic feasibility.

Figures depicting the general location of the project within the City, existing and proposed conditions, street improvement history, and assessable parcels are included in the Appendix.

The City Council authorized preparation of this report to determine the feasibility of the project. If the City decides to proceed with the proposed street and utility improvements as described in this report, it is anticipated construction would begin in spring of 2026 as shown in the project schedule found in Section VII.

II. EXISTING CONDITIONS

80TH STREET

The section of 80th Street from Highway 61 to 480-feet east of Hardwood Avenue was constructed in 1982 in conjunction with the highway overpass. Construction plans indicate the pavement section consisted of 7.25" of bituminous pavement over 12" of sand (select granular borrow). This section of the roadway received a mill and overlay in 1998 in conjunction with the full reconstruction of the eastern portion from 480-feet east of Hardwood Avenue to Ideal Avenue. The eastern portion was reconstructed with 6" of bituminous pavement over 12" of aggregate base class 5. The bituminous pavement is now beyond its design life and due to the increased traffic growth in the community, the condition of the pavement is in dire need of replacement. Along with large transverse cracking and pothole patching, rutting has been observed throughout the corridor within the wheel paths. This condition is believed to be limited to the existing bituminous pavement and is not extended into the subgrade. The rutting has been a significant concern to public works staff and has interfered with effective snow removal along this roadway. Due to the deteriorated condition of the pavement, the project proposes to replace the existing bituminous pavement section and perform spot curb and sidewalk repairs.

A key part of this project will be replacing failing infrastructure, but it will also make required Americans with Disabilities Act (ADA) improvements throughout the corridor. The project will also include upgrading the traffic signals at major intersections along the corridor, including Hardwood Avenue / East Point Douglas Road, Hinton Avenue, and Hyde Avenue. This is critical to address traffic issues and ensure the continued vitality of the Gateway North Commercial District.

The intersection of 80th Street and Hardwood Avenue has experienced delays for both eastbound and westbound left turns. In 2016, the left turn lanes on 80th Street were both lengthened to provide additional stacking distance such that they were less likely to back up into the through lanes during peak hours. Since 2016, the Gateway North commercial district has continued to redevelop. It is anticipated that additional development or redevelopment in the area will exceed the capacity of these turn lanes.

The intersections of 80th Street and Hinton Avenue, and 80th Street and Hyde Avenue, are adjacent to Park High School, the Cottage Grove Ice Arena, and Crestview Elementary School. 80th Street and Hinton Avenue is a primary access for student pedestrians and bicyclists from the west, south, and north. It is in need of improvements for increased pedestrian safety. The southbound approach also experiences significant backups during the AM peak hours that have been increasing due to surrounding redevelopment, putting a strain on traffic operations and backups. 80th Street and Hyde Avenue is an outdated traffic signal system that serves a six-legged intersection and is a primary access point to both the High School and the neighborhood to the south. Due to the six-legs, there are inefficiencies in the signal operations and safety concerns that would be mitigated with a different signal operation and infrastructure setup. The intersection also is used by student pedestrians and bicyclists to access the school from the east and south.

80th Street provides critical local and regional connectivity for residents and businesses in Cottage Grove, and Washington County at large. This role is expected to increase over the next 20 years as business and residential expansion continues in the area. Average Annual Daily Traffic (AADT) for 80th Street within the project area is currently estimated to grow from 2026 to 2046 as summarized below.

Table 2.1 – 80th Street Estimated AADT			
Segment	2023 AADT (Counts)	2026 AADT (Estimated)	2046 AADT (Estimated)
TH 61 to East Point Douglas Rd	23,410	23,760	26,100
East Point Douglas Rd to Hemingway Ave	17,690	17,950	19,720
Hemingway Ave to Hinton Ave	15,930	16,170	17,760
Hinton Ave to Ideal Ave	13,430	13,630	14,970

Various geotechnical testing was completed in 2015 to evaluate pavement section thickness and strength. Ground Penetrating Radar (GPR) was used to determine the in-place pavement and aggregate base thicknesses. Coring of the pavement was performed to verify and correlate the thicknesses obtained from the GPR results and evaluate condition of the in-place bituminous. Soil borings were taken to determine pavement and aggregate base thicknesses and identify the subgrade soils and potential R-values. Falling Weight Deflectometer (FWD) testing was performed to evaluate pavement layer stiffness and strength and obtain the subgrade R-value. The R-value is representative of the ability of a soil to resist lateral spreading due to an applied vertical load from traffic. In addition to the geotechnical testing, city staff dug test pits to better identify the type of materials underlying the bituminous pavement. The following Tables 2.2 through 2.5 summarize the results of the geotechnical testing.

Table 2.2 – 80th Street Existing Street Section (Cores)			
Core/Boring	Location	Bituminous (in)	Subgrade Soil Type
C8/ST-16	61-Hardwood*	8.0	SP-SM, SM
C7/ST-15	Hardwood-Hemingway	8.25	SP-SM, SC
ST-14	Hardwood-Hemingway	7.5	SP-SM
ST-13	Hemingway-Hinton	9.0	SP-SM, SM
C6/ST-12	Hinton-Ideal	6.5	SP-SM
ST-11	Hinton-Ideal	8.0	SM
Average		7.9	

*Due to significant material stripping in the pavement core, an accurate thickness measurement could not be obtained. The thickness provided in the table was measured in the field during boring.

Table 2.3 – 80 th Street Existing Street Section (GPR)								
Location	Direction	Lane	Bituminous (in) ¹			Base (in) ²		
			Ave	CV ³	15 th %	Ave	CV ³	15 th %
TH 61 to 480' E of Hardwood	EB	Inside	8.6	8%	7.6	7.9	28%	5.5
TH 61 to 480' E of Hardwood	EB	Outside	8.6	8%	7.9	5.8	22%	4.8
TH 61 to 480' E of Hardwood	WB	Inside	8.4	8%	7.8	9.3	11%	8.5
TH 61 to 480' E of Hardwood	WB	Outside	8.7	9%	7.7	6.3	21%	4.9
Average			8.6		7.8	7.3		5.9
480' E of Hardwood to Ideal	EB	Inside	6.9	7%	6.5	9.6	22%	7.5
480' E of Hardwood to Ideal	EB	Outside	6.8	6%	6.5	9.5	24%	7.2
480' E of Hardwood to Ideal	WB	Inside	6.4	9%	5.8	9.3	11%	8.3
480' E of Hardwood to Ideal	WB	Outside	6.6	9%	6.2	8.8	14%	7.6
Average			6.7		6.3	9.3		7.7

1. Average depth reported by GPR, see geotechnical report for additional details

2. Aggregate base depths can be difficult to measure with granular subgrades (see Table 2.5 for Base material)

3. Coefficient of Variation (CV) = Standard Deviation/Average

Table 2.4 – 80 th Street Existing Street Section (FWD)					
Location	Direction	Lane	Effective R		
			Ave	CV	15 th %
TH 61 to 480' E of Hardwood	EB	Inside	46.6	6%	44.7
TH 61 to 480' E of Hardwood	EB	Outside	46.6	6%	44.7
TH 61 to 480' E of Hardwood	WB	Inside	45.4	38%	31.3
TH 61 to 480' E of Hardwood	WB	Outside	41.6	37%	28.4
Average			45.1		37.3
480' E of Hardwood to Ideal	EB	Inside	42.8	51%	19.4
480' E of Hardwood to Ideal	EB	Outside	29.0	30%	19.5
480' E of Hardwood to Ideal	WB	Inside	32.4	22%	25.4
480' E of Hardwood to Ideal	WB	Outside	28.0	36%	17.6
Average			33.1		20.5

In 2023, the city dug additional test holes within 80th Street to verify the western portion of the roadway was constructed without an aggregate base layer as indicated in the plans. The results indicated the roadway was constructed without an aggregate base layer and confirmed the aggregate base depths indicated by GPR and initial core testing were misleading with the presence of granular subgrades. Test Hole 2 was dug within the area reconstructed in 1998 and the material was tested and confirmed to be aggregate base class 5 as anticipated.

Table 2.5 – 80 th Street Existing Street Section (Test Holes)					
Test Hole	Location	Direction	Bituminous (in)	Base (in)	Base Material
4	61-Hardwood	WB	7.5	12.0	Select Granular
3	Hardwood-480' East	WB	9.5	10.0	Select Granular
1	Hardwood-480' East	EB	9.0	10.0	Super Sand
2	480' East-Hemingway	EB	6.75	15.0	Agg Base Class 5

EAST POINT DOUGLAS ROAD

East Point Douglas Road is a Municipal State Aid (MSA) street from 80th Street south to the tee intersection and was constructed in 1975. The plans indicate the pavement section consists of 7-inches of bituminous pavement over 3-feet of aggregate backfill. In 2002, some minor widening occurred for the southbound right turn lane at the commercial area and the remainder of the southbound lanes from 80th Street to the tee received a 1.5-inch mill and overlay. In 2017, the northbound right turn lane at 80th Street was constructed and a 1.5-inch mill and overlay of all lanes from 80th Street south through the first intersection was completed. Similar to 80th Street, the bituminous pavement is now beyond its design life and due to the increased traffic growth in the community, the condition of the pavement is in dire need of replacement. Existing sidewalks along both sides of the street are in good condition, however, most of the concrete curb and gutter needs to be replaced.

The traffic signal at the commercial entrances was upgraded in 2017 with the Hy-Vee redevelopment and only minor improvements to the signal are required as part of the project.

Average Annual Daily Traffic (AADT) for East Point Douglas Road within the project area is currently estimated to grow from 2026 to 2046 as summarized below.

Table 2.6 – East Point Douglas Road Estimated AADT

Segment	2023 AADT (Counts)	2026 AADT (Estimated)	2046 AADT (Estimated)
East Point Douglas Rd	19,100	19,400	21,400

Geotechnical testing was completed in 2020 to evaluate pavement section thickness and strength. Ground Penetrating Radar (GPR) was used to determine the in-place pavement and aggregate base thicknesses. Coring of the pavement was performed to verify and correlate the thicknesses obtained from the GPR results and evaluate condition of the in-place bituminous. Soil borings were taken to determine pavement and aggregate base thicknesses and identify the subgrade soils and potential R-values. Falling Weight Deflectometer (FWD) testing was performed to evaluate pavement layer stiffness and strength and obtain the subgrade R-value. The R-value is representative of the ability of a soil to resist lateral spreading due to an applied vertical load from traffic. The attached Tables 2.7 through 2.9 summarize the results of the geotechnical testing.

Table 2.7 – East Point Douglas Road Existing Street Section (Cores)

Core/ Boring	Location	Bituminous (in)	Subgrade Soil Type
B-6	East Point Douglas Rd (NB Right Lane)	8.25	A-2-4

Table 2.8 – East Point Douglas Road Existing Street Section (GPR)

Location	Direction	Lane	Bituminous (in)		
			Ave	CV	15 th %
East Point Douglas Road	NB	Outside	7.7	8%	7.1
East Point Douglas Road	SB	Outside	7.3	18%	5.8
Average			7.5		6.5

Note: There was no discernable base layer detected with the GPR. The base layer could have been deeper than the GPR limits.

Table 2.9 – East Point Douglas Road Existing Street Section (FWD)

Location	Direction	Lane	Effective R
East Point Douglas Road	NB	Outside	25.3

SIDEWALKS & TRAILS

An 8' wide concrete sidewalk exists along 80th Street for much of the corridor. No sidewalk currently exists along the north side of 80th Street between TH 61 and approximately 450' east (location of Culver's). This is mainly because the location of pedestrian facilities across the bridge over TH 61 are situated on the south side. Also, no sidewalk exists on the south side of 80th Street between Hemingway Avenue and Ideal Avenue due to the presence of the frontage Road. In most locations where the sidewalk is constructed immediately adjacent to the curb, a 2' wide buffer of exposed aggregate concrete is used to delineate the sidewalk from the street. The concrete sidewalks are generally in good condition; however, most driveway crossings are not ADA compliant. An 8' wide bituminous trail exists along the north side of 80th Street adjacent to the school properties between Hinton Avenue and Ideal Avenue. The trail pavement is over 25 years old and in need of replacement.

East Point Douglas Road has 6' wide concrete sidewalks on both sides of the street between 80th Street and the tee intersection. A 2' wide buffer of exposed aggregate concrete is used to delineate the sidewalk from the street in most locations. There are also some small areas of stamped colored concrete between the curb and sidewalk along this corridor. The sidewalks were constructed mostly in 2005, with the exception of segments adjacent to Hy-Vee, and are generally in good condition with only spot repairs needed.

MEDIANS / LANDSCAPING

Both 80th Street and East Point Douglas Road are 4-lane divided roadways with turn lanes. Most of the medians along 80th Street are comprised of exposed aggregate concrete. A large, landscaped area consisting of a mixture of perennials, shrubs, trees, and turf grass is located just east of TH 61 which provides an inviting entrance to the Gateway North commercial area from the highway. Several other landscaped beds are present within the medians between Hemingway Avenue and Ideal Avenue, including the areas between 80th Street and the south frontage road. The landscaped beds, especially within the center medians, have been difficult and costly to maintain considering the volume of traffic along the corridor and need improvement. The concrete median along East Point Douglas Road was constructed in 1975 and is in fair condition.

SANITARY SEWER

A small portion of the Thompson Grove sanitary sewer district intersects the project area on the west end of the project near Highway 61. The district serves the properties off East Point Douglas Road west of Hardwood Avenue, such as The Legends of Cottage Grove and White Pine Senior Living, and also the commercial area located in the southwest quadrant of 80th Street and East Point Douglas Road. The remaining areas of the project are served by the West Draw sanitary sewer district.

Lateral and trunk sewers within the project area provide service to the existing businesses, apartments, and schools, before flowing south and eventually across Highway 61. The existing sanitary sewer pipes in the project area were televised to evaluate pipe condition and the reports show that the pipe is generally in good condition. Structures were generally noted to be in good condition during the inspection.

WATERMAIN

A 12-inch cast iron pipe (CIP) trunk watermain currently extends the entire length of 80th Street within the project area. The main was installed in 1963. The portion of the main from Hornell Avenue to Hynes Avenue was replaced in 1998 with 12-inch PVC due to issues with corrosive soils. Otherwise, the City public works staff has not had any major issues with the pipe and it is thought to be in good condition. 6-inch and 8-inch diameter mains feed into the residential and commercial areas adjacent to the project which provides service to the residents and businesses. Public works staff has operated the valves and hydrants in the project area and there are no major repairs needed.

The project spans two of the city's four pressure zones, the High Pressure and Intermediate Pressure Zones. An 8-inch Pressure Reducing Valve (PRV) is located at the junction between the two zones at Hornell Avenue. The valve and structure were relocated and replaced in 1998, and the valve is nearing the end of its useful life.

STORM SEWER

The project site is located within the city's Thompson Grove drainage area. The west portion of the project between Highway 61 and approximately 750' east of Hardwood Avenue drains west to a 72-inch diameter trunk sewer pipe. The trunk pipe flows south under 80th Street, then parallel with the westbound Highway 61 exit ramp, and then southwest under Highway 61 to the Hamlet Park ponding system. The lateral storm sewer system within this portion of the project was constructed in 1982 with the interchange project and many of the structures and castings were built to MnDOT standards. A pipe crossing conflict between the 27" RCP storm sewer pipe along the north curb line of 80th Street and the 18" trunk sanitary sewer pipe was mitigated at that time by constructing a storm sewer structure at the location of the crossing and installing the sanitary sewer pipe through the structure. Therefore, the 18" sanitary sewer pipe constricts the flow within the 27" storm sewer pipe. City staff has not had any maintenance issues with the configuration; however, the design should review options to reroute the storm sewer piping to avoid the trunk sanitary sewer pipe.

The area between 750' east of Hardwood Avenue and Henslowe Avenue drains west along 80th Street and then south through the Hy-Vee commercial area at the southeast corner of 80th Street and East Point Douglas Road. From there, the stormwater system flows west and connects to the trunk system before crossing Highway 61.

Stormwater between Henslowe Avenue and Ideal Avenue is collected within two systems along 80th Street that both flow south into and through the Thompson Grove Estates neighborhood. The western area collects drainage between Henslowe Avenue and Hynes Avenue, as well as the Crestview Elementary School site, and flows southwest from 80th Street through a 30-inch diameter trunk storm sewer pipe. The area between Hynes Avenue and Ideal Avenue is collected at the intersection of 80th Street and Hynes Avenue, flows east to Ideal Avenue, and then south into the Thompson Grove Estates neighborhood to pond TG-P3.

The system for the eastern portion of the project was reconstructed and expanded by the City in 1998.

East Point Douglas Road drains southerly from 80th Street south to the tee intersection. Catch basins at the tee intersection over the trunk storm sewer pipe collect the drainage from East Point Douglas Road. There are no intermediate catch basins along the 1,000-foot stretch between 80th Street and the tee intersection. City staff indicated some stormwater ponding does occur at the

low point at the tee intersection and improvements should be considered.

The existing storm sewer was televised to determine pipe condition and necessary repairs. In addition, storm structures were also inspected. Storm sewer mains are generally in good condition. All structures were generally in good condition with some miscellaneous structure patching, invert reconstruction, and other repairs noted during the inspections.

STREET LIGHTING

Direct buried concrete light poles exist along the entire length of 80th Street and East Point Douglas Road within the project limits, and they have been known to crack. Handholes are provided at each pole and buried conduits with wire connect to each handhole. The lighting along 80th Street is served by four service cabinets located at East Point Douglas Road, Hinton Avenue, Hynes Avenue, and Ideal Avenue. The lighting along East Point Douglas Road is served by a cabinet located at the northeast corner of the tee intersection.

III. PROPOSED IMPROVEMENTS

The following is a discussion of the proposed street and utility improvements proposed as part of the project:

STREETS

The intent of the project is to address the deteriorated pavement conditions on both 80th Street and East Point Douglas Road, as well as provide updates and repairs to surface infrastructure such as sidewalks and trails, pedestrian ramps, concrete curb and gutter, concrete medians, and signals. Major improvements along 80th Street include the following items:

- Conversion of the geometry at the intersection of 80th Street and East Point Douglas Road to provide dual left turn lanes in the eastbound and westbound directions
- Extension of the right turn lane off 80th Street just east of Highway 61 into the commercial area
- Replacement of the traffic signal at Hyde Avenue
- Upgrades to the traffic signal at Hinton Avenue
- Construction of a right turn lane and extension of the left turn lane at Crestview Elementary School
- Full rehabilitation of the bituminous pavement including reclamation and stabilization of the base materials

Supporting recent commercial and high-density residential development and redevelopment in the area, dual left turn lanes are proposed for eastbound and westbound 80th Street at the intersection with Hardwood Avenue and East Point Douglas Road. Dual left turn lanes allow for additional capacity and overall operational improvements as more vehicles can be stored and allowed to efficiently traverse through the intersection. In addition, signal timings can be adjusted to improve the overall functionality of the intersection in all directions. In conjunction with the geometry improvements, the signal at the intersection will be upgraded to accommodate the additional left turn lanes. Incorporation of APS into the signal components is also a requirement of the project to meet ADA standards.

The traffic signal at Hyde Avenue is proposed to be replaced as part of this project. The existing signal does not meet current standards and is intermixed with the stop-controlled intersection to the south at the frontage road, creating a safety concern. In addition, the existing eastbound right turn lane at Hyde Avenue is proposed to be removed with the project. This will allow for additional pedestrian refuge space and storage to increase safety for students and pedestrians waiting to cross 80th Street. It also provides for a shorter crossing of 80th Street which has many safety and operational benefits.

Upgrades to the signal at Hinton Avenue are proposed to meet current signal standards. The mast arms across 80th Street are proposed to be replaced to allow for signal heads to be placed over each lane.

Improvements to the Crestview Elementary School and Park High School sites have been proposed by the school district and will occur in 2025-2026. As a result, improvements to the 80th Street corridor are required. A new right turn lane to the elementary school and an extension of the existing left turn lane have been incorporated into the City's project. Additional improvements within the school sites are not included as part of this project.

Full rehabilitation of the bituminous pavement section is proposed with this project. The western portion of the project, originally constructed in 1982, was built without an aggregate base section and the bituminous pavement was placed directly onto a sand section. Replacement of only the bituminous pavement does not provide the structural capacity required due to the increased traffic anticipated in the area. Therefore, the proposed improvements for 80th Street from Highway 61 to Hinton Avenue include reclamation of the existing bituminous pavement and a portion of the underlying sand section to create a recycled aggregate base material. This would be followed by removal of 6" of the recycled aggregate base material to be used in other parts of the project, such as widening areas, or hauled offsite. The remaining recycled aggregate base would be stabilized by a combination of emulsion and cement, to increase the structural capacity of the material. Following the stabilization, 6" of bituminous pavement would be placed. The resultant section would meet the current and future traffic loadings over the next 20 years. Improvements to the section of 80th Street from Hinton Avenue to Ideal Avenue are similar, except the existing aggregate base section is not required to be stabilized to meet the anticipated traffic loading.

Table 3.1 – 80th Street Proposed Street Section

Location	20-yr ESAL's	Proposed Pavement Section				Reliability ¹	
		Bit (in)	SFDR (in)	Class 5 (in)	Sand (in)	Fatigue	Rutting
TH 61 to 480' E of Hardwood	3,478,000	6	4	-	9	100%	96%
480' E of Hardwood to Hemingway	2,530,000	6	4	8	-	100%	98%
Hemingway to Hinton	2,209,000	6	4	8	-	100%	99%
Hinton to Ideal	1,783,000	6	-	12	-	100%	99%

1. MnPave 7.1 results. A minimum of 90% reliability is recommended when ESAL's are between 1 million and 15 million.

Major improvements along East Point Douglas Road include the following items:

- Widening of East Point Douglas Road to accommodate the westbound 80th Street dual left turn lanes.
- Removal of the dedicated southbound right turn lane at the signal for the commercial entrances and conversion to a combined thru-right turn lane
- Upgrades to the traffic signal at the commercial entrances for the revised lane configuration

- Full rehabilitation of the bituminous pavement including reclamation and stabilization of the base materials

As discussed previously, dual left turn lanes along 80th Street are proposed at the intersection with East Point Douglas Road. Due to the additional left turn lane off 80th Street in conjunction with the existing dual left turn lanes for southbound East Point Douglas Road to Hy-Vee, minor widening is proposed for the southbound East Point Douglas thru lanes. In addition, conversion of the dedicated southbound right turn lane at the commercial entrance to a combined thru-right turn lane is proposed. These proposed improvements are expected to alleviate some of the confusion drivers currently experience in this segment by providing two thru lanes and two dedicated left turn lanes. By providing the additional southbound thru lane at the intersection, adjustments to the signal system heads are needed to properly align to the lanes.

Similar to the western portion of 80th Street, the existing bituminous pavement along East Point Douglas Road was constructed directly over the sand section. Therefore, full rehabilitation of the bituminous pavement with a stabilized base is proposed to provide the required structural capacity.

Table 3.2 – East Point Douglas Road Proposed Street Section

Location	20-yr ESAL's	Proposed Pavement Section				Reliability ¹	
		Bit (in)	SFDR (in)	Class 5 (in)	Sand (in)	Fatigue	Rutting
East Point Douglas Road	2,755,000	6	4	-	9	100%	96%

1. MnPave 7.1 results. A minimum of 90% reliability is recommended when ESAL's are between 1 million and 15 million.

SIDEWALKS & TRAILS

A 6' wide concrete sidewalk is proposed along the north side of 80th Street between Highway 61 and approximately 450' east (location of Culver's). This will fill the missing sidewalk link and provide additional pedestrian connectivity along 80th Street. As a result of this sidewalk, the existing free right turn lane from westbound 80th Street to northbound Highway 61 will be removed. MnDOT does not anticipate any operational issues as a result of removal of the free right turn.

The 8' wide bituminous trail along the north side of 80th Street adjacent to the school properties between Hinton Avenue and Ideal Avenue is proposed to be replaced as part of this project. The pavement will be removed and replaced; however, the aggregate base section underneath is proposed to remain in place.

Damaged sidewalk panels throughout 80th Street and East Point Douglas Road are proposed to be removed and replaced, while panels in good condition will remain. Some additional panels impacted by the light pole upgrades will be replaced as necessary.

MEDIANS / LANDSCAPING

The large, landscaped area and median located along 80th Street just east of Highway 61 is proposed to be replaced with a combination of rock mulch, perennials, stamped colored concrete, and brick pavers. No improvements to the irrigation system servicing this bed are proposed. The median appearance would be similar to, but not as extensive as the medians constructed in 2022 along Jamaica Avenue just north of Highway 61. The existing trees within the median are proposed to remain in place.

The median landscaped beds between Hemingway Avenue and Ideal Avenue, including both the center median and median between 80th Street and the south frontage road, are proposed to be improved. Wood mulch within the center median landscaped beds is proposed to be replaced with rock mulch and the existing shrubs replaced. Existing trees are proposed to remain in place. Portions of the landscaped beds between 80th Street and the frontage road are proposed to be replaced with concrete pavement, while the areas containing trees will be filled with new wood mulch. The concrete median along East Point Douglas Road is proposed to be replaced due to the proposed geometry improvements. Areas of existing exposed aggregate concrete between Highway 61 and 500' east of Hardwood Avenue are proposed to be replaced with stamped colored concrete pavement, while the remaining exposed aggregate concrete areas throughout the 80th Street corridor are proposed to remain in place, unless impacted by adjacent repair work such as spot curb and gutter replacement. Existing exposed aggregate concrete areas along East Point Douglas Road are proposed to be replaced with stamped colored concrete as most areas are directly adjacent to curb and gutter that will be removed and replaced.

SANITARY SEWER

Televising results indicated a stretch of 9-inch sewer along 80th Street just east of Highway 61 that needs to be lined. The sanitary sewer manhole castings in the project area will be salvaged and reinstalled, or replaced if necessary. The existing concrete adjusting rings will be replaced with new high-density polyethylene (HDPE) adjusting rings conforming to current City standards when adjustments are made to the new pavement grades. Minor repairs to the structures, such as patching cleaning, and reconstructing inverts, will be made as identified in the structure inspection reports.

WATERMAIN

It is proposed that broken valve box top sections be removed and replaced as a part of this project. Extensions are proposed for any hydrant barrels requiring adjustment. Hydrants will be reconditioned by sandblasting and painting, and concrete hydrant access pads are proposed in accordance with current City standards. Public Works staff has reviewed the condition of the Pressure Reducing Valve at Hornell Avenue and is recommending the piping system and valves within the structure be replaced.

STORM SEWER

The intent of this project is to rehabilitate the roadway pavement and not change existing drainage patterns. The proposed design includes replacing existing adjusting rings with new high-density polyethylene (HDPE) adjusting rings to conform to current City standards, adding 1- foot sections to structures that are buried or not flush with the finished ground, and repairing or replacing structures and castings that are in poor condition. Existing castings in good condition will be salvaged and reinstalled. Miscellaneous structure patching and other repairs will be performed as needed. Existing block structures within the project limits will be replaced with precast structures.

Additional catch basins and relocations are required along 80th Street for construction of the dual left turn lanes at Hardwood Avenue. Therefore, rerouting of the storm sewer in this area to mitigate the sanitary sewer and storm sewer pipe conflict, as well as collect drainage from the dual left turn lanes, is proposed. The sanitary sewer / storm sewer pipe conflict structure is proposed to be abandoned, eliminating the pipe constriction within the storm sewer system and reduce the risk of failure of the sanitary sewer pipe.

Since City staff indicated some stormwater ponding occurs at the low point at the tee intersection, additional storm sewer catch basins to meet MSA spread requirements for street volume and speed characteristics are proposed.

City staff is not aware of any other drainage issues along the 80th Street or East Point Douglas Road corridors. Figure 3 displays the proposed inlet locations and storm sewer layout throughout the project corridor.

STORM WATER QUANTITY AND QUALITY

Site specific stormwater rate and volume control, in addition to stormwater quality considerations, do not appear to be required for the City portion of the project as the sum of the new impervious and fully reconstructed impervious surfaces will not equal or exceed one acre. Therefore, state and local stormwater management requirements are satisfied within the scope of this project.

STREET LIGHTING

The existing street lighting units within the project area are proposed to be removed. Updated light poles and bases are proposed to be installed to achieve desired lighting levels and replace the outdated concrete poles. The existing conduit and wire is proposed to be reused wherever possible. Decorative poles and luminaires similar to the poles installed along 80th Street between Jamaica Avenue and Keats Avenue are proposed. Service cabinets will be replaced as necessary to meet the current city standards. Figure 4 depicts the proposed street lighting improvements throughout the corridor.

IV. PERMITS AND EASEMENT REQUIRED

REQUIRED PERMITS

If the project disturbs more than one acre of land, a Phase II General Storm Water Permit for Construction Activities from the MPCA and a Stormwater Pollution Prevention Plan (SWPPP) will be required. The associated interchange work appears to exceed these limits and therefore the permit is anticipated to be required. In addition, construction at the west end of 80th Street lies within MnDOT right-of-way and the proposed work will require approvals from MnDOT. This is anticipated to be addressed with MnDOT's review and approval of the construction plans.

REQUIRED EASEMENTS

All proposed public utility and street improvements are proposed to be located within existing public right-of-way and/or easements. Therefore, no additional right-of-way or easements are anticipated with this project.

V. ESTIMATED COSTS

Detailed cost estimates for construction of the utility and street improvements have been prepared and itemized in Appendix A. The estimated total project cost for the 80th Street, East Point Douglas Road, and TH 61 / 80th Street Interchange Improvements project is \$17,290,169.88. All costs are based on anticipated unit prices for the 2026 construction season. All costs include a twenty-five (25) percent allowance for indirect costs associated with the project (engineering, administrative, financing, and legal) as well as a ten (10) percent contingency. No costs are included for capitalized interest during the construction period or before assessments are levied.

The following is an overall summary of the estimated costs:

Table 5.1 – Preliminary Cost Estimate		
Improvements	Construction Cost¹	Total Project Costs ²
80th Street Improvements		
Streets	\$5,680,363.15	\$7,100,453.94
Sanitary Sewer	\$83,204.00	\$104,005.00
Water Main	\$92,653.00	\$115,816.25
Storm Sewer	\$353,633.50	\$442,041.88
Signals	\$1,039,060.00	\$1,298,825.00
Street Lighting	\$1,024,760.00	\$1,280,950.00
Subtotal - 80th Street	\$8,273,673.65	\$10,342,092.06
East Point Douglas Road Improvements		
Streets	\$960,212.00	\$1,200,265.00
Sanitary Sewer	\$0.00	\$0.00
Water Main	\$0.00	\$0.00
Storm Sewer	\$185,509.50	\$231,886.88
Signals	\$88,220.00	\$110,275.00
Street Lighting	\$95,700.00	\$119,625.00
Subtotal - East Point Douglas Road	\$1,329,641.50	\$1,662,051.88
MnDOT & County Interchange		
Streets	\$4,228,820.75	\$5,286,025.94
Subtotal - MnDOT & County Interchange	\$4,228,820.75	\$5,286,025.94
Total Project	\$13,832,135.90	\$17,290,169.88

1. Construction Costs include 10% contingency
2. Total Project Costs include 25% Indirect costs

COST ALLOCATION

Assessments for this project will be based upon the "Infrastructure Maintenance Task Force (IMTF) Special Assessment Policy for Public Improvements," dated September 30, 2005, and revised October 31, 2023. All benefiting properties are proposed to be assessed.

The MnDOT and Washington County portions of the interchange work are not assessed to parcels within this project. In addition, the rehabilitation of the City's PRV on 80th Street and the left and right turn lanes into Crestview Elementary will not be assessed. The City has already collected \$294,815.00 from ISD 833 for construction of the turn lanes into Crestview Elementary.

City or Non-Assessable Property:

Per the policy, 100% of the project costs adjacent to City-owned property are assessed to the property. In areas where other property is opposite City property, half of the street width was assigned to the other land use/property and the other half to the City. For this project, costs allocated to the City were those portions of 80th Street adjacent to the City's south frontage road,

approximately from Hemingway Avenue to Ideal Avenue (see Figure 7).

Commercial Property:

Per the policy, 100% of the project costs adjacent to commercial property are assessed. One-third of the project costs will be apportioned among the properties based on the lineal feet abutting the improved street surface, and two-thirds of the project costs will be apportioned based on the areas of the properties.

School Property:

For school property where students attend classes, 75% of the project costs are assessed, based on the front footage of the street being improved.

Residential Land Use:

Urban residential land use is considered to receive benefit if the property's main entrance has direct access to the street being improved. Per the Urban Residential policy, 45% of the project cost for both surface and subsurface improvements would be assigned to each individual residential lot on a unit basis¹. The amount assessed is based on the City standard street section even if the width is greater.

Summary:

The IMTF policy therefore allocates costs in the following manner:

Table 5.2 – IMTF Cost Summary					
Location	Commercial Assessed Amount	School Assessed Amount	Residential Assessed Amount	Other Funds	Estimated Project Cost²
80 th Street	\$4,232,901.81	\$1,604,847.46	\$122,188.31	\$4,382,154.49	\$10,342,092.06
East Point Douglas Rd	\$1,662,051.88	\$0.00	\$0.00	\$0.00	\$1,662,051.88
MnDOT & County Interchange	\$0.00	\$0.00	\$0.00	\$5,286,025.94	\$5,286,025.94
Totals:	\$5,894,953.68	\$1,604,847.46	\$122,188.31	\$9,668,180.43	\$17,290,169.88

Figure 7 depicts the assessable parcels for the project, and Appendix B depicts the project funding summary per the IMTF Assessment Policy.

Special Benefit Appraisal:

Special Benefit Appraisals were conducted for the properties identified on Figure 7. Because the calculated assessments exceed the special benefit appraisals, the assessments are proposed to be capped at the amount of the special benefit appraisal. City funds will cover the difference between the calculated assessment and the benefit appraisal. Appendix C provides an alternate funding strategy since the benefit appraisals capped the assessments for the commercial and school properties.

¹ Residential assessments are apportioned among benefited residential buildable lot equivalents (RBLE). Since this project involves a single residential parcel, the RBLE analysis does not factor in.

² Total Project Cost (10% contingency + 25% indirect)

VI. FINANCING

Assessments are proposed to be levied based on the City's current assessment policy. The remainder of the project would be financed through a combination of funds as described below.

Portions of the project would be financed through a combination of Federal Funds, TIF Funds, City funds, such as Enterprise funds for items such as watermain and sanitary sewer improvements, and MSA funds.

The federal funds consist of Congressionally Directed Funding through the Consolidated Appropriations Act of 2023 in the amount of \$5,000,000. The federal funds are planned to be applied to the construction costs only. These funds remain available for obligation (authorization) through September 30, 2026. For the federal funds to be obligated, the environmental documentation, construction plans / specifications, and right-of-way documentation will need to be reviewed and approved through the MnDOT State Aid (Federal Aid) office. This is scheduled to occur in December of 2025. Any such amounts not obligated on or before September 30, 2026, shall expire. Once the period for obligation has expired, these funds will only remain available for adjusting and liquidating obligations as authorized in accordance with title 31, United States Code (U.S.C.), section 1553. Obligated earmark balances are available for expenses properly charged to the account and incurred until September 30, 2031. After that date, any unexpended balances shall be cancelled in accordance with 31 U.S.C. 1552 and shall no longer be available for obligation or expenditure. With construction planned for 2026, funds should be expended prior to the funds expiring.

TIF Funds can be applied to items in this project that benefits development in the area. The following items are anticipated to be TIF eligible:

- Extension of the right-in-right-out lane on 80th Street near Dairy Queen
- Both dual left turn lanes on 80th Street (including associated median and storm sewer)
- Signal revisions at 80th St / East Point Douglas Rd and East Point Douglas Rd / Hy-Vee
- ADA improvements within the project limits

Lastly, both MnDOT and Washington County will participate in their respective costs for the interchange work, and ISD 833 has already contributed to the construction of the left and right turn lanes at Crestview Elementary School.

VII. PROJECT SCHEDULE

Below is the proposed schedule assuming starting construction in spring 2026:

- June 14, 2023 Council Orders Feasibility Report
- April 16, 2025 Council Orders Feasibility Report Scope Amendment
- May 21, 2025 Council Work Session
- June 4, 2025 Council Orders the Preparation of Plans and Specifications
- November 12, 2025 Neighborhood Meeting
- November 19, 2025 Council Adopts Feasibility Report
Council Sets a Public Improvement Hearing Date

- December 3, 2025 Council Holds Public Improvement Hearing
Council Orders Improvement
- January 7, 2026 Council Approves the Plans and Specifications, Sets Bid Date
- February 26, 2026 Project Bid Opening
- March 18, 2026 Contract Award
- Spring 2026 Begin Construction
- Fall 2026 Complete Construction
- Fall 2026 Council Sets Assessment Hearing Date
- October 2026 Council Holds Assessment Hearing

VIII. CONCLUSION AND RECOMMENDATIONS

Based on the information contained herein, it can be concluded that the construction of utility and street improvements is feasible. The improvements are necessary to replace failing infrastructure and improve traffic operations to the area. This project is cost effective based on existing conditions and acceptable standards proposed to construct the improvements.

From an engineering standpoint, this project is feasible, necessary, and cost effective.

The following recommendations are therefore made:

- Adopt this report as a guide for the layout and design for the proposed improvements
- Inform properties within the project limits of the project scope, schedule, and impacts

REQUEST FOR COUNCIL ACTION

- Approve this Feasibility Report and Set a Public Improvement Hearing Date for this project.

Appendix A: Preliminary Cost Estimate

COST ESTIMATE
80TH STREET REHABILITATION
EAST POINT DOUGLAS ROAD
T.H. 61/80th STREET INTERCHANGE
PROJECT NO. 0N1.131481
CITY OF COTTAGE GROVE, MINNESOTA

No.	Item	Units	Qty	EE Unit Price	EE Total Price
BASE BID					
1	MOBILIZATION	LUMP SUM	1	\$ 600,000.00	\$ 600,000.00
2	REMOVE CATCH BASIN OR MANHOLE	EACH	6	\$ 700.00	\$ 4,200.00
3	REMOVE SEWER PIPE (STORM)	LIN FT	641	\$ 30.00	\$ 19,230.00
4	SAWING BITUMINOUS PAVEMENT (STREET)	LIN FT	701	\$ 3.00	\$ 2,103.00
5	SAWING BITUMINOUS PAVEMENT (DRIVEWAY OR TRAIL)	LIN FT	280	\$ 3.00	\$ 840.00
6	SAWING CONCRETE PAVEMENT	LIN FT	270	\$ 6.00	\$ 1,620.00
7	REMOVE CONCRETE CURB AND GUTTER	LIN FT	9,155	\$ 3.50	\$ 32,042.50
8	REMOVE AND REPLACE CONCRETE CURB AND GUTTER (SPOT REPAIR)	LIN FT	2,185	\$ 45.00	\$ 98,325.00
9	REMOVE GUARDRAIL-TYPE 31	LIN FT	1,905	\$ 8.00	\$ 15,240.00
10	REMOVE AND REPLACE CONCRETE SIDEWALK	SQ YD	1,060	\$ 90.00	\$ 95,400.00
11	REMOVE CONCRETE MEDIAN	SQ YD	3,619	\$ 6.00	\$ 21,714.00
12	REMOVE CONCRETE WALK	SQ YD	118	\$ 2.00	\$ 236.00
13	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	3,000	\$ 8.00	\$ 24,000.00
14	REMOVE CONCRETE PAVEMENT	SQ YD	10,473	\$ 22.00	\$ 230,406.00
15	REMOVE BITUMINOUS STREET PAVEMENT	SQ YD	737	\$ 6.00	\$ 4,422.00
16	REMOVE BITUMINOUS PAVEMENT (DRIVEWAY OR TRAIL)	SQ YD	2,700	\$ 5.00	\$ 13,500.00
17	REMOVE BITUMINOUS SHOULDER PAVEMENT	SQ YD	3,899	\$ 6.00	\$ 23,394.00
18	REMOVE CONCRETE SIDEWALK OR PEDESTRIAN RAMP	SQ FT	7,320	\$ 2.00	\$ 14,640.00
19	REMOVE SIGN AND POST	EACH	60	\$ 30.00	\$ 1,800.00
20	REMOVE SIGN PANEL	EACH	155	\$ 40.00	\$ 6,200.00
21	REMOVE LIGHTING UNIT	EACH	62	\$ 500.00	\$ 31,000.00
22	REMOVE LIGHTING HANDHOLE	EACH	46	\$ 350.00	\$ 16,100.00
23	REMOVE LIGHTING CABINET	EACH	5	\$ 550.00	\$ 2,750.00
24	ABANDON STRUCTURE (SANITARY)	EACH	3	\$ 5,000.00	\$ 15,000.00
25	REMOVE EXPOSED REBAR (SANITARY)	EACH	1	\$ 500.00	\$ 500.00
26	REMOVE LIFT CABLE (STORM)	EACH	1	\$ 500.00	\$ 500.00
27	REMOVE STEP (SANITARY)	EACH	1	\$ 250.00	\$ 250.00
28	REMOVE STEP (STORM)	EACH	5	\$ 250.00	\$ 1,250.00
29	REMOVE UNDERGROUND WIRE	LIN FT	900	\$ 1.00	\$ 900.00
30	ABANDON 27" RCP STORM SEWER	LIN FT	390	\$ 20.00	\$ 7,800.00
31	FINISH GRADING - STREET	SQ YD	54,690	\$ 1.50	\$ 82,035.00
32	FINISH GRADING - TRAIL OR SIDEWALK	SQ YD	4,160	\$ 2.00	\$ 8,320.00
33	EXCAVATION - COMMON (EV) (P)	CU YD	16,568	\$ 30.00	\$ 497,040.00
34	COMMON EMBANKMENT (CV) (P)	CU YD	250	\$ 15.00	\$ 3,750.00
35	EXCAVATION SPECIAL (LANDSCAPE BEDS)	CU YD	870	\$ 50.00	\$ 43,500.00
36	AGGREGATE BACKFILL (MODIFIED)	TON	240	\$ 18.00	\$ 4,320.00
37	STREET SWEEPER WITH OPERATOR	hour	100	\$ 150.00	\$ 15,000.00
38	AGGREGATE BASE, VIRGIN CLASS 5 - STREET	TON	8,477	\$ 19.00	\$ 161,063.00
39	AGGREGATE BASE, VIRGIN CLASS 5 - TRAIL, SIDEWALK, DRIVEWAYS, AND MEDIAN	TON	1,440	\$ 25.00	\$ 36,000.00
40	FULL DEPTH RECLAMATION	SQ YD	51,550	\$ 2.00	\$ 103,100.00
41	STABILIZED FULL DEPTH RECLAMATION	SQ YD	36,980	\$ 6.00	\$ 221,880.00
42	HAUL FULL DEPTH RECLAMATION (LV)	CU YD	10,570	\$ 22.00	\$ 232,540.00
43	EMULSION	TON	390	\$ 750.00	\$ 292,500.00
44	CEMENT	TON	100	\$ 300.00	\$ 30,000.00
45	SALVAGE AND REINSTALL RECLAIM IN WIDENING AREAS (CV)	CU YD	1,000	\$ 22.00	\$ 22,000.00
46	CONCRETE PAVEMENT 8.0"	SQ YD	9,549	\$ 90.00	\$ 859,410.00
47	JOINT ADHESIVE	LIN FT	26,518	\$ 0.75	\$ 19,888.50
48	BITUMINOUS MATERIAL FOR TACK COAT	GAL	7,660	\$ 3.00	\$ 22,980.00
49	TYPE SP 12.5 NON WEAR COURSE MIXTURE (4,B)	TON	7,452	\$ 85.00	\$ 633,420.00
50	TYPE SP 12.5 WEARING COURSE MIXTURE (4,F)	TON	7,973	\$ 100.00	\$ 797,300.00
51	TYPE SP 12.5 WEARING COURSE MIXTURE (4,F) - SPECIAL	TON	6,930	\$ 105.00	\$ 727,650.00
52	TYPE SP 9.5 WEARING COURSE MIXTURE (3,B)	TON	70	\$ 120.00	\$ 8,400.00
53	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C) (TRAIL)	TON	450	\$ 120.00	\$ 54,000.00
54	BITUMINOUS INCENTIVE AND DISINCENTIVE ALLOWANCE	LUMP SUM	1	\$ 108,000.00	\$ 108,000.00
55	BRIDGE AESTHETICS	LUMP SUM	1	\$ 50,000.00	\$ 50,000.00

No.	Item	Units	Qty	EE Unit Price	EE Total Price
56	DRAINAGE IMPROVEMENTS	LUMP SUM	1	\$ 555,000.00	\$ 555,000.00
57	12" RCP FLARED END SECTION INCL TRASH GUARD	LIN FT	1	\$ 3,000.00	\$ 3,000.00
58	12" RC STORM SEWER PIPE, CLASS 5	LIN FT	260	\$ 90.00	\$ 23,400.00
59	15" RC STORM SEWER PIPE, CLASS 5	LIN FT	1,266	\$ 115.00	\$ 145,590.00
60	27" RC STORM SEWER PIPE, CLASS 3	LIN FT	586	\$ 180.00	\$ 105,480.00
61	CONNECT EXISTING PIPE TO NEW STRUCTURE	EACH	10	\$ 1,500.00	\$ 15,000.00
62	4' CIPP (8" PVC) (SANITARY)	EACH	1	\$ 3,000.00	\$ 3,000.00
63	4' CIPP (12" RCP) (STORM)	EACH	1	\$ 3,500.00	\$ 3,500.00
64	TELEWISE STORM SEWER	LIN FT	2,112	\$ 5.00	\$ 10,560.00
65	ABANDON PIPE SEWER (SANITARY)	LIN FT	567	\$ 20.00	\$ 11,340.00
66	CIPP LINER, 9" VCP (SANITARY)	LIN FT	576	\$ 50.00	\$ 28,800.00
67	ADJUST VALVE BOX	EACH	23	\$ 500.00	\$ 11,500.00
68	HYDRANT RECONDITIONING AND PAINTING	EACH	9	\$ 1,500.00	\$ 13,500.00
69	REHABILITATE PRESSURE REDUCING VALVE AND MANHOLE	EACH	1	\$ 50,000.00	\$ 50,000.00
70	REPLACE LID (SANITARY)	EACH	2	\$ 500.00	\$ 1,000.00
71	ADJUST MANHOLE CASTING, INCL NEW ADJ RINGS (SANITARY)	EACH	21	\$ 1,000.00	\$ 21,000.00
72	ADJUST MANHOLE CASTING, INCL NEW ADJ RINGS (SANITARY) (BOULEVARD)	EACH	3	\$ 1,000.00	\$ 3,000.00
73	ADJUST MANHOLE CASTING, INCL NEW ADJ RINGS (STORM)	EACH	1	\$ 1,000.00	\$ 1,000.00
74	ADJUST CATCH BASIN CASTING, INCL NEW ADJ RINGS (STORM)	EACH	42	\$ 1,000.00	\$ 42,000.00
75	ADJUST CATCH BASIN CASTING, INCL NEW CSTG AND ADJ RINGS (STORM)	EACH	2	\$ 1,250.00	\$ 2,500.00
76	ADJUST MANHOLE CASTING, INCL NEW CSTG AND ADJ RINGS (STORM)	EACH	5	\$ 1,250.00	\$ 6,250.00
77	ADJUST MANHOLE CASTING, INCL NEW CSTG AND ADJ RINGS (SANITARY)	EACH	3	\$ 1,600.00	\$ 4,800.00
78	ADJUST MANHOLE CASTING, INCL NEW CSTG AND ADJ RINGS (SANITARY) (BOULEVARD)	EACH	3	\$ 1,600.00	\$ 4,800.00
79	ADJUST MANHOLE CASTING, INCL NEW CSTG AND ADJ RINGS (STORM) (BOULEVARD)	EACH	2	\$ 1,600.00	\$ 3,200.00
80	ADD 12" SECTION (2'X3') (STORM)	EACH	3	\$ 500.00	\$ 1,500.00
81	ADD 12" SECTION (4' DIA) (STORM)	EACH	2	\$ 1,500.00	\$ 3,000.00
82	ADD TRASH GUARD (12" RCP)	EACH	1	\$ 1,500.00	\$ 1,500.00
83	LINE STRUCTURE (STORM)	EACH	1	\$ 2,000.00	\$ 2,000.00
84	PATCH DOGHOUSE (SANITARY)	EACH	2	\$ 350.00	\$ 700.00
85	PATCH DOGHOUSE (STORM)	EACH	7	\$ 350.00	\$ 2,450.00
86	RECONSTRUCT DOGHOUSE (STORM)	EACH	2	\$ 600.00	\$ 1,200.00
87	PATCH INVERT (SANITARY)	EACH	2	\$ 500.00	\$ 1,000.00
88	PATCH INVERT (STORM)	EACH	10	\$ 400.00	\$ 4,000.00
89	RECONSTRUCT INVERT (STORM)	EACH	2	\$ 750.00	\$ 1,500.00
90	PATCH CONCRETE RINGS (STORM)	EACH	5	\$ 400.00	\$ 2,000.00
91	NEW STEP (SANITARY)	EACH	1	\$ 350.00	\$ 350.00
92	NEW STEP (STORM)	EACH	5	\$ 350.00	\$ 1,750.00
93	CLEAN BENCH/INVERT (SANITARY)	EACH	9	\$ 500.00	\$ 4,500.00
94	CLEAN BENCH/INVERT (STORM)	EACH	2	\$ 500.00	\$ 1,000.00
95	PIPE REPAIR (STORM)	EACH	1	\$ 5,000.00	\$ 5,000.00
96	2'X3' CB, INCL CSTG AND HDPE ADJ RINGS	LIN FT	27	\$ 1,000.00	\$ 26,500.00
97	4' DIA STORM SEWER CBMH, INCL CSTG AND HDPE ADJ RINGS	LIN FT	36	\$ 1,200.00	\$ 42,600.00
98	4' DIA STORM SEWER MH, INCL CSTG AND HDPE ADJ RINGS	LIN FT	5	\$ 1,200.00	\$ 5,400.00
99	5' DIA STORM SEWER CBMH, INCL CSTG AND HDPE ADJ RINGS	LIN FT	9	\$ 1,600.00	\$ 14,400.00
100	6' DIA STORM SEWER CBMH, INCL CSTG AND HDPE ADJ RINGS	LIN FT	14	\$ 2,000.00	\$ 27,000.00
101	6 INCH CONCRETE SIDEWALK	SQ YD	1,935	\$ 70.00	\$ 135,450.00
102	6 INCH CONCRETE SIDEWALK SPECIAL	SQ YD	590	\$ 135.00	\$ 79,650.00
103	6 INCH CONCRETE HYDRANT ACCESS PAD	SQ FT	162	\$ 65.00	\$ 10,530.00
104	CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	9,380	\$ 20.00	\$ 187,600.00
105	CONCRETE CURB AND GUTTER DESIGN B424	LIN FT	530	\$ 25.00	\$ 13,250.00
106	MATURITY TESTING FOR COMPRESSIVE STRENGTH	LUMP SUM	1	\$ 2,500.00	\$ 2,500.00
107	7 INCH CONCRETE DRIVEWAY (COMMERCIAL)	SQ YD	820	\$ 105.00	\$ 86,100.00
108	CONCRETE MEDIAN APPROACH NOSE	SQ YD	100	\$ 90.00	\$ 9,000.00
109	4 INCH CONCRETE MEDIAN	SQ YD	2,630	\$ 60.00	\$ 157,800.00
110	4 INCH CONCRETE MEDIAN SPECIAL	SQ YD	310	\$ 120.00	\$ 37,200.00
111	6 INCH CONCRETE PEDESTRIAN CURB RAMP	SQ FT	8,607	\$ 15.00	\$ 129,105.00
112	TRUNCATED DOMES	SQ FT	560	\$ 55.00	\$ 30,800.00
113	LANDSCAPE EDGER	LIN FT	460	\$ 10.00	\$ 4,600.00
114	LANDSCAPE FABRIC	SQ YD	1,770	\$ 3.00	\$ 5,310.00
115	BRICK PAVERS	SQ FT	6,270	\$ 14.00	\$ 87,780.00
116	1.5" NON-METALLIC CONDUIT	LIN FT	1,100	\$ 10.00	\$ 11,000.00
117	UNDERGROUND WIRE 1/C NO 6 AWG	LIN FT	7,600	\$ 2.25	\$ 17,100.00
118	UNDERGROUND WIRE 1/C NO 8 AWG	LIN FT	2,100	\$ 2.00	\$ 4,200.00
119	LIGHTING SERVICE CABINET	EACH	5	\$ 9,000.00	\$ 45,000.00
120	EQUIPMENT PAD	EACH	5	\$ 4,500.00	\$ 22,500.00
121	LIGHT FOUNDATION DESIGN TYPE F	EACH	63	\$ 1,100.00	\$ 69,300.00

No.	Item	Units	Qty	EE Unit Price	EE Total Price
122	LIGHTING UNIT INCL LIGHT POLE AND LUMINAIRE (CONTRACTOR SUPPLIED)	EACH	63	\$ 10,200.00	\$ 642,600.00
123	HANDHOLE (TYPE A)	EACH	35	\$ 750.00	\$ 26,250.00
124	HANDHOLE (TYPE B)	EACH	21	\$ 1,100.00	\$ 23,100.00
125	TRAFFIC BARRIER DESIGN TYPE 31	LIN FT	1,930	\$ 37.50	\$ 72,375.00
126	TRAFFIC CONTROL	LUMP SUM	1	\$ 400,000.00	\$ 400,000.00
127	TRAFFIC CONTROL SUPERVISOR	LUMP SUM	1	\$ 20,000.00	\$ 20,000.00
128	SIGN PANELS TYPE C	SQ FT	885	\$ 40.00	\$ 35,400.00
129	EMERGENCY VEHICLE PREEMPTION SYSTEM A	SYSTEM	1	\$ 10,000.00	\$ 10,000.00
130	EMERGENCY VEHICLE PREEMPTION SYSTEM B	SYSTEM	1	\$ 10,000.00	\$ 10,000.00
131	EMERGENCY VEHICLE PREEMPTION SYSTEM E	SYSTEM	1	\$ 8,000.00	\$ 8,000.00
132	TRAFFIC CONTROL SIGNAL SYSTEM A	SYSTEM	1	\$ 590,000.00	\$ 590,000.00
133	TRAFFIC CONTROL SIGNAL SYSTEM B	SYSTEM	1	\$ 580,000.00	\$ 580,000.00
134	TRAFFIC CONTROL SIGNAL SYSTEM E (HYDE)	SYSTEM	1	\$ 500,000.00	\$ 500,000.00
135	REVISE SIGNAL SYSTEM C (HARDWOOD/EAST POINT DOUGLAS)	SYSTEM	1	\$ 275,000.00	\$ 275,000.00
136	REVISE SIGNAL SYSTEM D (HINTON)	SYSTEM	1	\$ 80,000.00	\$ 80,000.00
137	REVISE SIGNAL SYSTEM F (EAST POINT DOUGLAS/PRIVATE STREET (HYVEE))	SYSTEM	1	\$ 70,000.00	\$ 70,000.00
138	TEMPORARY SIGNAL SYSTEM	SYSTEM	1		\$ -
139	DECIDUOUS SHRUB NO 2 CONT	EACH	90	\$ 50.00	\$ 4,500.00
140	PERENNIAL NO 1 CONT	EACH	180	\$ 15.00	\$ 2,700.00
141	STRIPING	LUMP SUM	2	\$ 75,000.00	\$ 150,000.00
142	EROSION CONTROL SUPERVISOR	LUMP SUM	1	\$ 7,500.00	\$ 7,500.00
143	STORM DRAIN INLET PROTECTION	EACH	79	\$ 450.00	\$ 35,550.00
144	EROSION CONTROL AND RESTORATION	LUMP SUM	3	\$ 75,000.00	\$ 225,000.00
145	LOAM TOPSOIL BORROW (LV)	CU YD	1,558	\$ 55.00	\$ 85,690.00
146	MULCH MATERIAL TYPE 5 OR 6	CU YD	60	\$ 100.00	\$ 6,000.00
147	LANDSCAPE ROCK (3/4" TRAP ROCK)	CU YD	80	\$ 180.00	\$ 14,400.00
148	LANDSCAPE ROCK (3/4" RIVER ROCK)	CU YD	120	\$ 140.00	\$ 16,800.00
TOTAL BASE BID					\$ 12,574,669.00
CONSTRUCTION COST (INCL 10% CONTINGENCY)					\$ 13,832,135.90

Appendix B: Cost Summary – Assessment Policy Calculations

Cost Summary - Assessment Policy Calculations														
80th Street Rehabilitation Project					Allocation of Assessable Amount to Abutting Land Uses				Policy Calculations					
Item	Feasibility Report Construction Cost ¹	Total Cost ²	Deduct Other ³	Assessable Amount	City or Non-Assessable Property	Commercial Assessed Amount	Abutting School Amount	Abutting Residential Amount	School Property Assessed Amount ⁴	Deduct For Street Width	Residential Adjusted Total Cost ⁵	Residential Assessed Amount	Remaining To Be Funded ⁶	
						100% Assessed			75% Assessed			45% of Adjusted		
Available Funding														
80th Street Improvements														
Streets ⁹	\$5,680,363.15	\$7,100,453.94	(\$405,370.63)	\$6,695,083.31	\$2,135,933.99	\$2,871,880.04	\$1,451,779.29	\$235,489.99	\$1,101,822.09	(\$75,562.22)	\$159,927.77	\$71,967.50	\$3,054,784.31	
Sanitary Sewer	\$83,204.00	\$104,005.00	\$0.00	\$104,005.00	\$33,180.74	\$44,613.32	\$22,552.71	\$3,658.23	\$16,139.11	\$0.00	\$3,658.23	\$1,646.20	\$41,606.37	
Water Main	\$92,653.00	\$115,816.25	(\$68,750.00)	\$47,066.25	\$15,015.56	\$20,189.24	\$10,205.97	\$1,655.49	\$17,971.94	\$0.00	\$1,655.49	\$744.97	\$76,910.11	
Storm Sewer	\$353,633.50	\$442,041.88	\$0.00	\$442,041.88	\$141,024.72	\$189,615.45	\$95,853.51	\$15,548.19	\$68,594.42	\$0.00	\$15,548.19	\$6,996.69	\$176,835.32	
Signals	\$1,039,060.00	\$1,298,825.00	\$0.00	\$1,298,825.00	\$414,364.44	\$557,135.65	\$281,640.59	\$45,684.31	\$201,546.84	\$0.00	\$45,684.31	\$20,557.94	\$519,584.57	
Street Lighting	\$1,024,760.00	\$1,280,950.00	\$0.00	\$1,280,950.00	\$408,661.78	\$549,468.11	\$277,764.53	\$45,055.59	\$198,773.07	\$0.00	\$45,055.59	\$20,275.01	\$512,433.81	
Subtotal - 80th Street	\$8,273,673.65	\$10,342,092.06	(\$474,120.63)	\$9,867,971.44	\$3,148,181.22	\$4,232,901.81	\$2,139,796.61	\$347,091.80	\$1,604,847.46	(\$75,562.22)	\$271,529.58	\$122,188.31	\$4,382,154.49	
East Point Douglas Road Improvements														
Streets	\$960,212.00	\$1,200,265.00	\$0.00	\$1,200,265.00	\$0.00	\$1,200,265.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Sanitary Sewer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Water Main	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Storm Sewer	\$185,509.50	\$231,886.88	\$0.00	\$231,886.88	\$0.00	\$231,886.88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Signals	\$88,220.00	\$110,275.00	\$0.00	\$110,275.00	\$0.00	\$110,275.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Street Lighting	\$95,700.00	\$119,625.00	\$0.00	\$119,625.00	\$0.00	\$119,625.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Subtotal - East Point Douglas Road	\$1,329,641.50	\$1,662,051.88	\$0.00	\$1,662,051.88	\$0.00	\$1,662,051.88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
MnDOT & County Interchange														
Streets ¹⁰	\$4,228,820.75	\$5,286,025.94	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,286,025.94	
Subtotal - MnDOT & County Interchange	\$4,228,820.75	\$5,286,025.94	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,286,025.94	
Total Project	\$13,832,135.90	\$17,290,169.88	(\$474,120.63)	\$11,530,023.31	\$3,148,181.22	\$5,894,953.68	\$2,139,796.61	\$347,091.80	\$1,604,847.46	(\$75,562.22)	\$271,529.58	\$122,188.31	\$9,668,180.43	

1. Includes 10% Contingency

2. Includes 25% Indirect Costs

3. PRV repairs and ISD 833 Turn Lanes

4. 75% of School Abutting Amount

5. Abutting Residential Plus Deduct
6. Total Cost Minus Assessed Amounts

7. Applied to Construction Cost only

8. Applied to Total Project Cost

9. Includes City Legs of Interchange

10. MnDOT & County Legs of Interchange

Continued Above

Continued Below

Cost Summary - Assessment Policy Calculations													
80th Street Rehabilitation Project		Funding Sources				City Funds Breakout							
Item	Remaining To Be Funded ⁶	Federal Funds ⁷	TIF ⁸	MnDOT/County	City Funds	Sanitary Utility Fund	Water Utility Fund	Stormwater Utility Fund	Streetlight Enterprise Fund	Street Maintenance Fund	MSA Funds	General Levy	
Available Funding		\$5,000,000.00	\$1,807,150.00								\$4,600,000.00		
80th Street Improvements													
Streets ⁹	\$3,054,784.31	\$3,054,784.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Sanitary Sewer	\$41,606.37	\$41,606.37	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Water Main	\$76,910.11	\$76,910.11	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Storm Sewer	\$176,835.32	\$176,835.32	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Signals	\$519,584.57	\$519,584.57	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Street Lighting	\$512,433.81	\$512,433.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Subtotal - 80th Street	\$4,382,154.49	\$4,382,154.49	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
East Point Douglas Road Improvements													
Streets	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Sanitary Sewer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Water Main	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Storm Sewer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Signals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Street Lighting	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Subtotal - East Point Douglas Road	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
MnDOT & County Interchange													
Streets ¹⁰	\$5,286,025.94	\$0.00	\$0.00	\$5,286,025.94	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Subtotal - MnDOT & County Interchange	\$5,286,025.94	\$0.00	\$0.00	\$5,286,025.94	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total Project	\$9,668,180.43	\$4,382,154.49	\$0.00	\$5,286,025.94	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

Appendix C: Cost Summary – Benefit Appraisal

INSERT TABLE WITH BENEFIT APPRAISAL RESULTS

Appendix D: Preliminary Assessment Roll

80th Street

Commerical

Property	Owner Name	Address	Amount
802721330011	A & E INVESTMENTS LLC	7071 EAST POINT DOUGLAS RD S	\$222,672.09
802721330058	KIN INC	7990 HARDWOOD AVE S	\$457,939.85
802721330054	R & G ENDEAVORS INC	7998 HARDWOOD AVE S	\$113,211.91
802721330059	VO-DANG FAMILY REV TRS	7980 HARDWOOD AVE S	\$112,822.15
802721330050	US BANK NATIONAL ASSN	7200 80TH ST S	\$278,124.31
802721340017	HOVLAND COTTAGE GROVE LLC	7375 HARDWOOD CT S	\$197,037.13
802721340020	OAK PARK COMMONS LLC	7420 80TH ST S	\$279,378.07
802721340005	AMERICAN ACCTS & ADVISORS INC	7460 80TH ST S	\$123,669.70
802721340004	J MERRITT HOLDINGS LLC	7500 80TH ST S	\$106,002.60
802721430005	HEMINGWAY RETAIL LLC	7584 80TH ST S	\$99,749.32
802721430182	QWEST	7606 80TH ST S	\$129,206.71
802721430184	VERTIN THOMAS M		\$46,984.26
802721430185	VERTIN THOMAS M	7676 80TH ST S	\$94,633.00
802721430186	DICKENSON COMMERCIAL LLC	7702 80TH ST S	\$83,456.00
1702721220021	BHAKTA KIRIT		\$22,259.16
1702721220003	BHAKTA KIRIT	7125 80TH ST S	\$149,159.69
1702721220011	LANNCO LLC	7155 80TH ST S	\$150,321.95
1702721220012	PLAISTED ALLEN M & KATHRYN L & MARK I & JANE R GER	7175 80TH ST S	\$55,437.54
1702721220013	VALVOLINE LLC	7201 80TH ST S	\$70,227.02
1702721220029	VALVOLINE LLC		\$2,842.40
1702721220030	GATEWAY CENTER LLC	7145 EAST POINT DOUGLAS RD S	\$118,648.38
1702721210043	CAMPION LTDP	7135 EAST POINT DOUGLAS RD S	\$210,008.87
1702721210055	S AND Z LLC	7180 EAST POINT DOUGLAS RD S	\$114,856.74
1702721210046	EBR GREENWOOD LLC	7190 EAST POINT DOUGLAS RD S	\$88,509.22
1702721210051	GROVE-RAINBOW LP	7240 EAST POINT DOUGLAS RD S	\$622,304.22
1702721210050	GROVE-RAINBOW LP		\$59,690.40
1702721210038	BOL INC	7449 80TH ST S	\$86,776.23
1702721210013	BLUE POINT PROPERTIES LLC	7501 80TH ST S	\$136,972.89
Total			\$4,232,901.81

School

Property	Owner Name	Address	Amount
802721440004	IND SCHOOL DIST #833	7830 80TH ST S	\$789,706.56
902721330003	IND SCHOOL DIST #833	8040 80TH ST S	\$815,140.90
Total			\$1,604,847.46

Residential

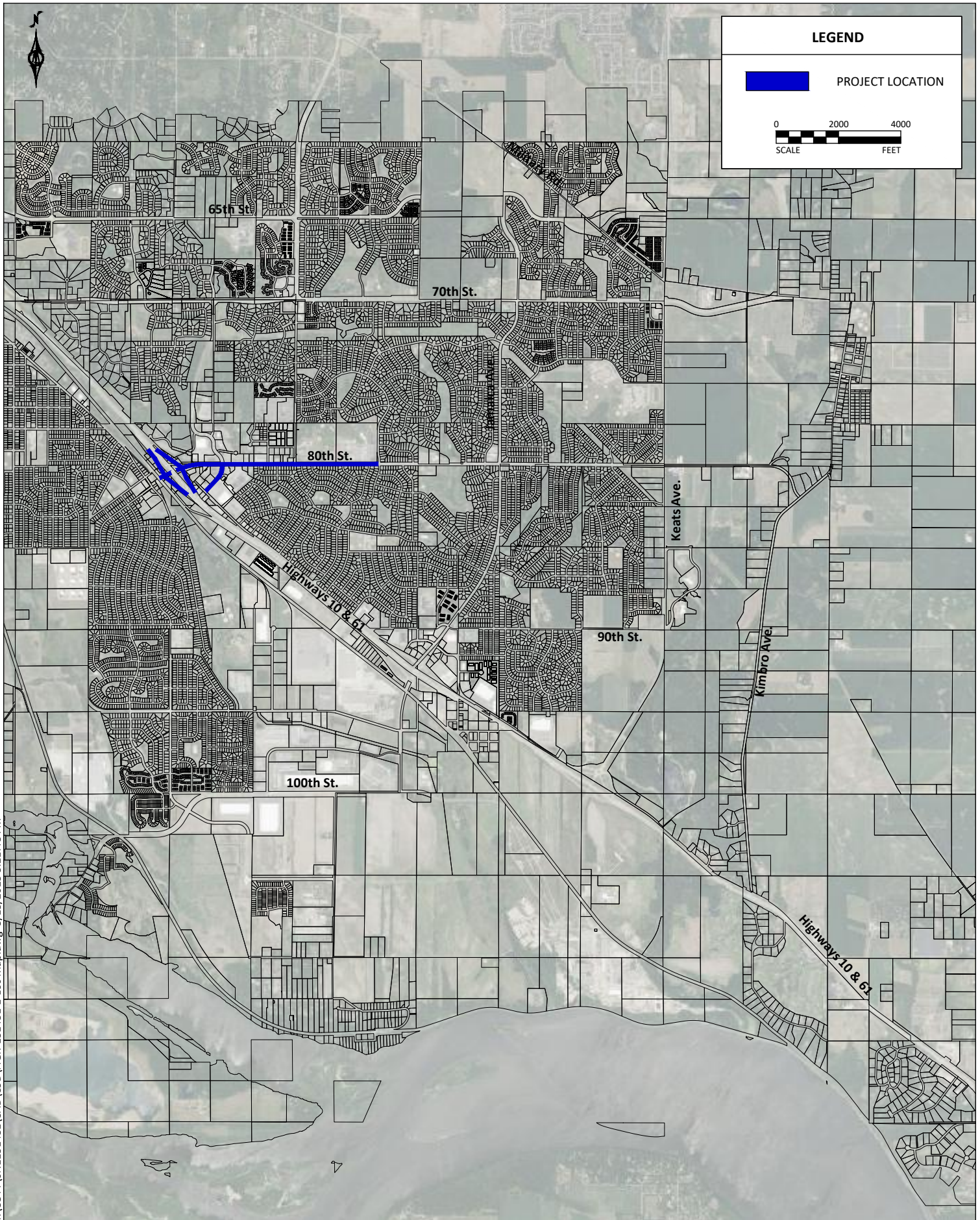
Property	Owner Name	Address	Amount
802721430006	80TH & HEMINGWAY LLC	7550 80TH ST S	\$122,188.31
Total			\$122,188.31

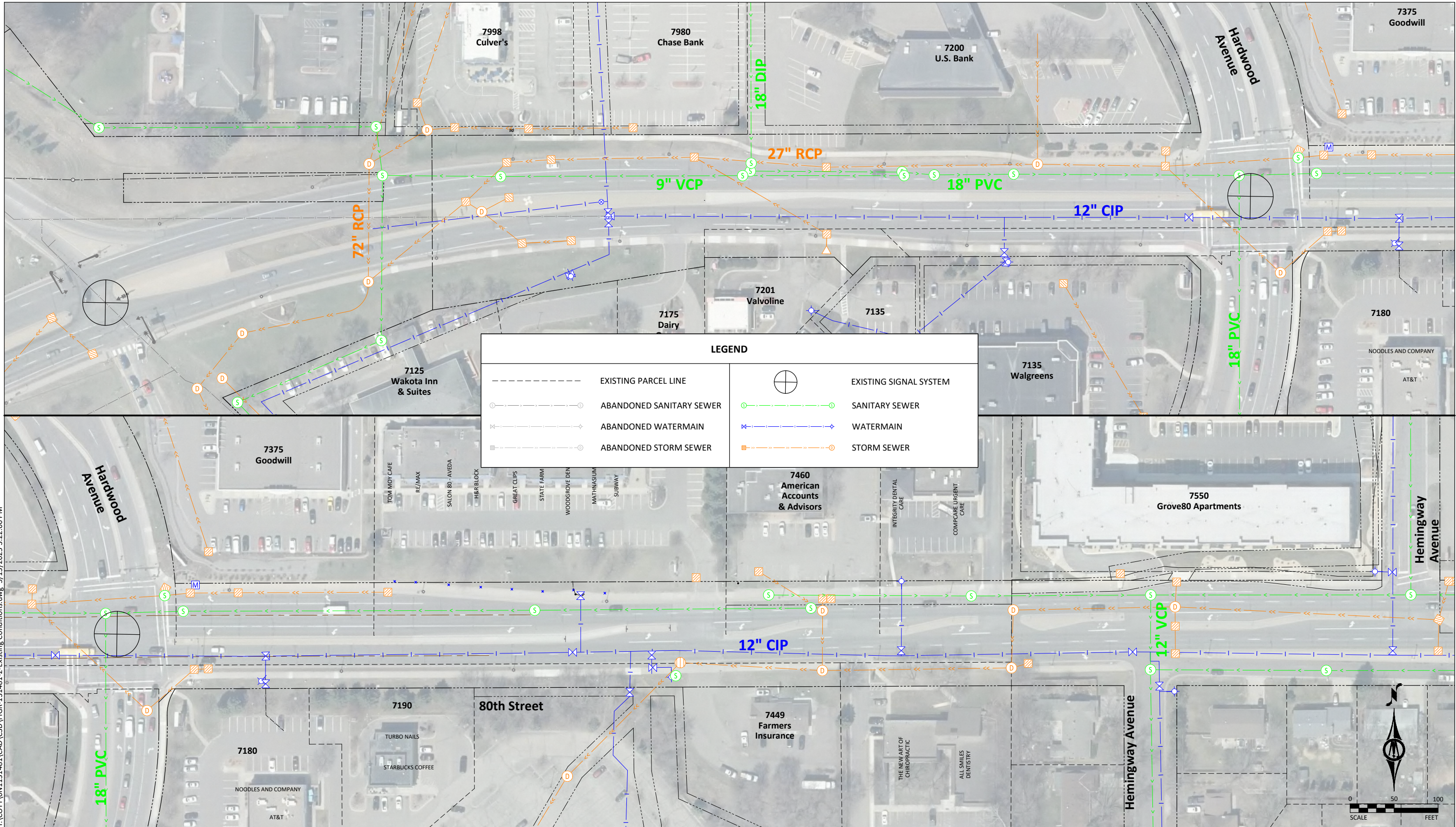
East Point Douglas Rd

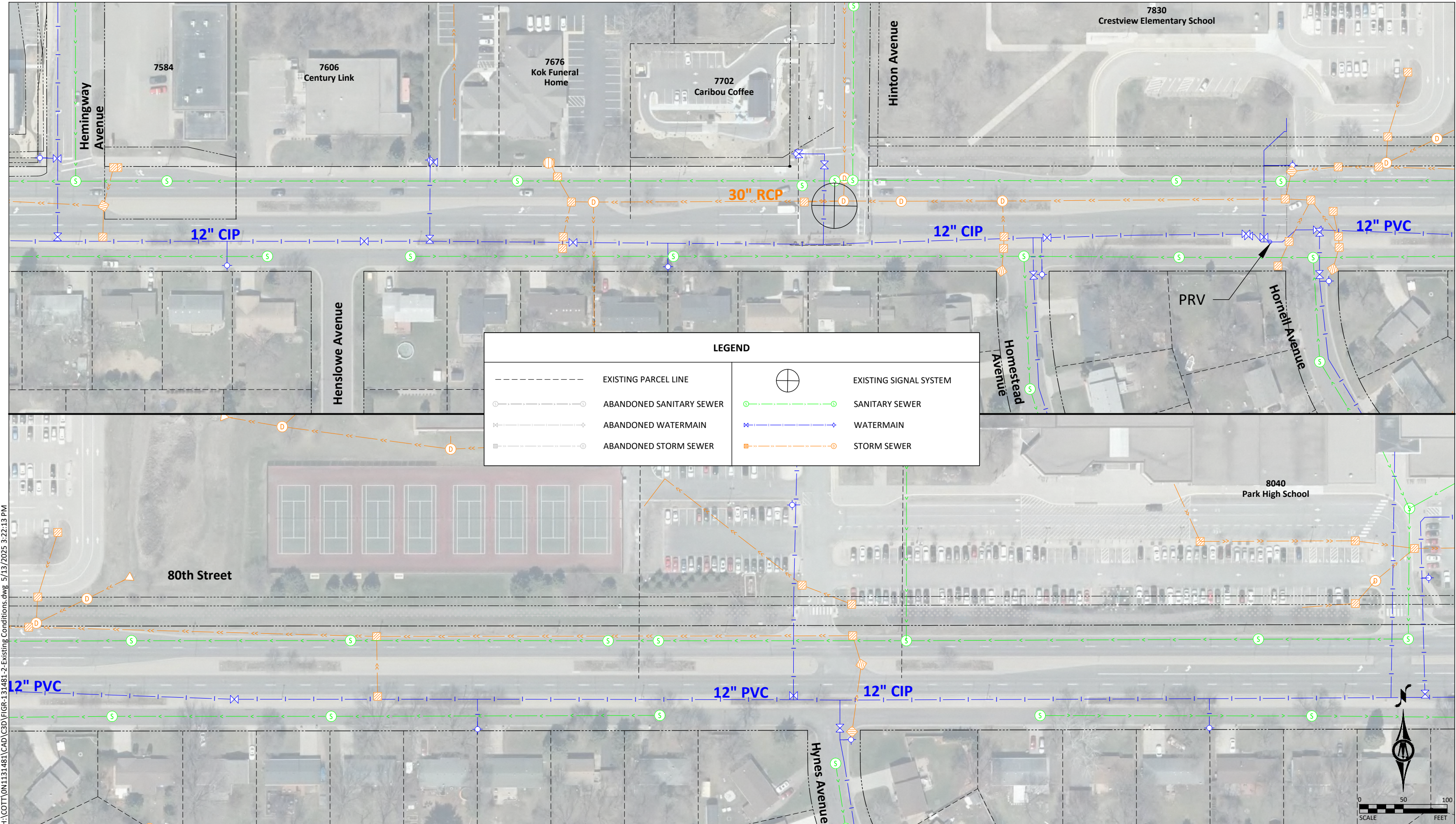
Commerical

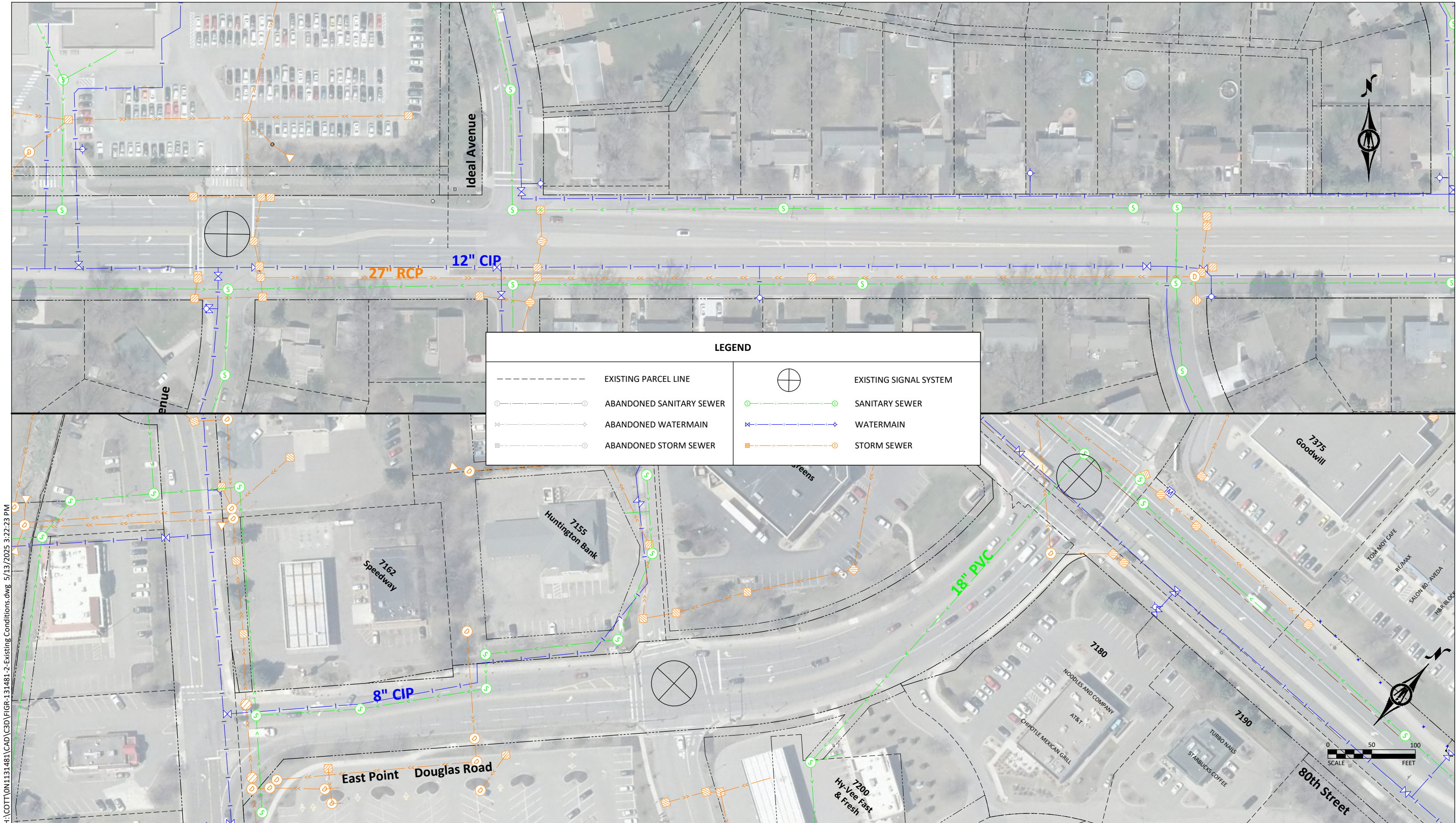
Property	Owner Name	Address	Amount
1702721220018	REALTY INCOME PROPERTIES 3 LLC	7162 EAST POINT DOUGLAS RD S	\$148,297.63
1702721220031	TCF NATIONAL BANK MN	7155 EAST POINT DOUGLAS RD S	\$153,640.50
1702721210043	CAMPION LTDP	7135 EAST POINT DOUGLAS RD S	\$268,853.58
1702721210049	EXCHANGERIGHT NET LEASED PORTFOLIO 27 DST	7280 EAST POINT DOUGLAS RD S	\$862,763.70
1702721210053	EXCHANGERIGHT NET LEASED PORTFOLIO 27 DST		\$46,392.22
1702721210047	EXCHANGERIGHT NET LEASED PORTFOLIO 27 DST	7200 EAST POINT DOUGLAS RD S	\$20,842.88
1702721210052	EXCHANGERIGHT NET LEASED PORTFOLIO 27 DST		\$5,378.81
1702721210055	S AND Z LLC	7180 EAST POINT DOUGLAS RD S	\$155,882.53
Total			\$1,662,051.85

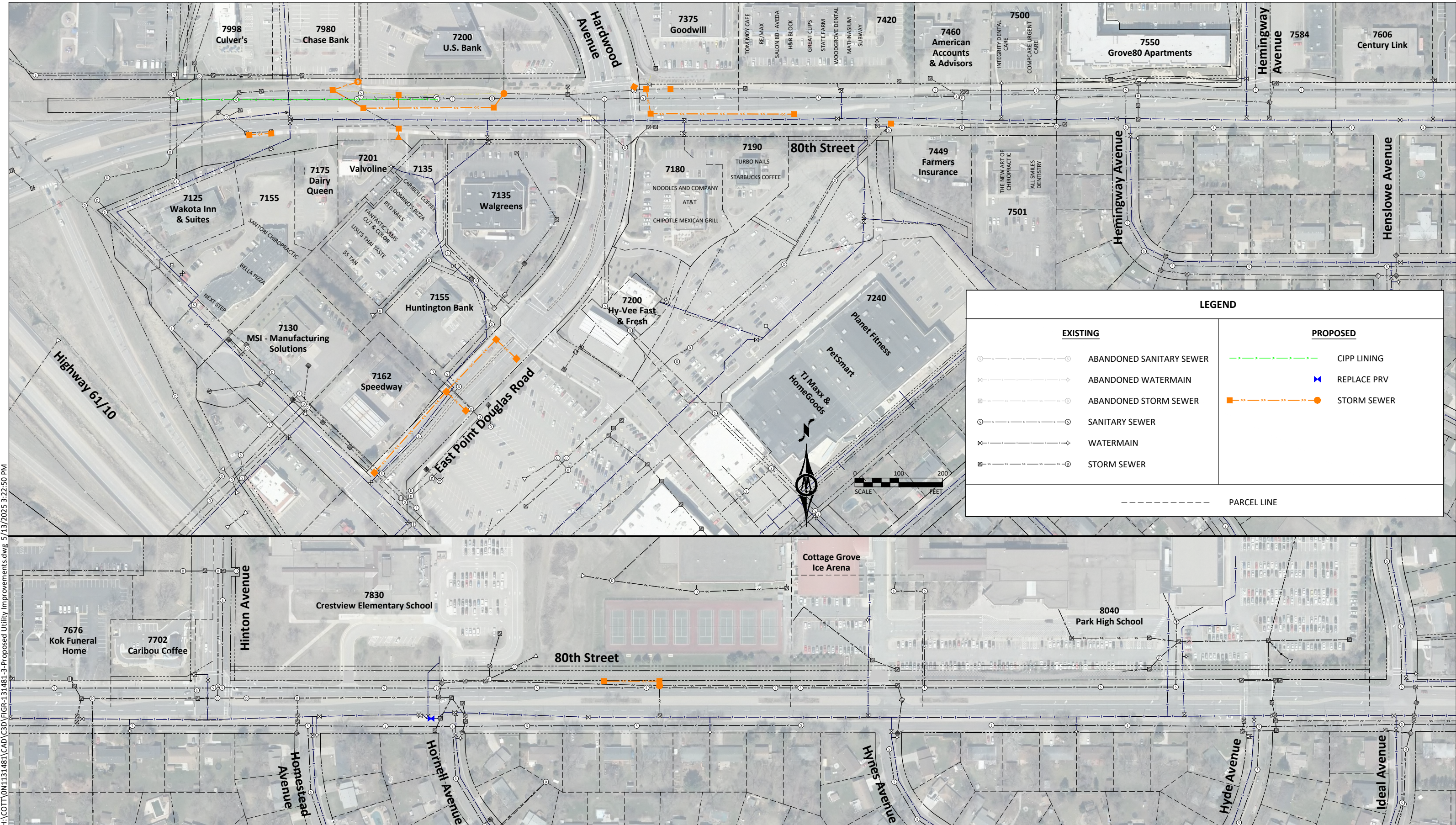
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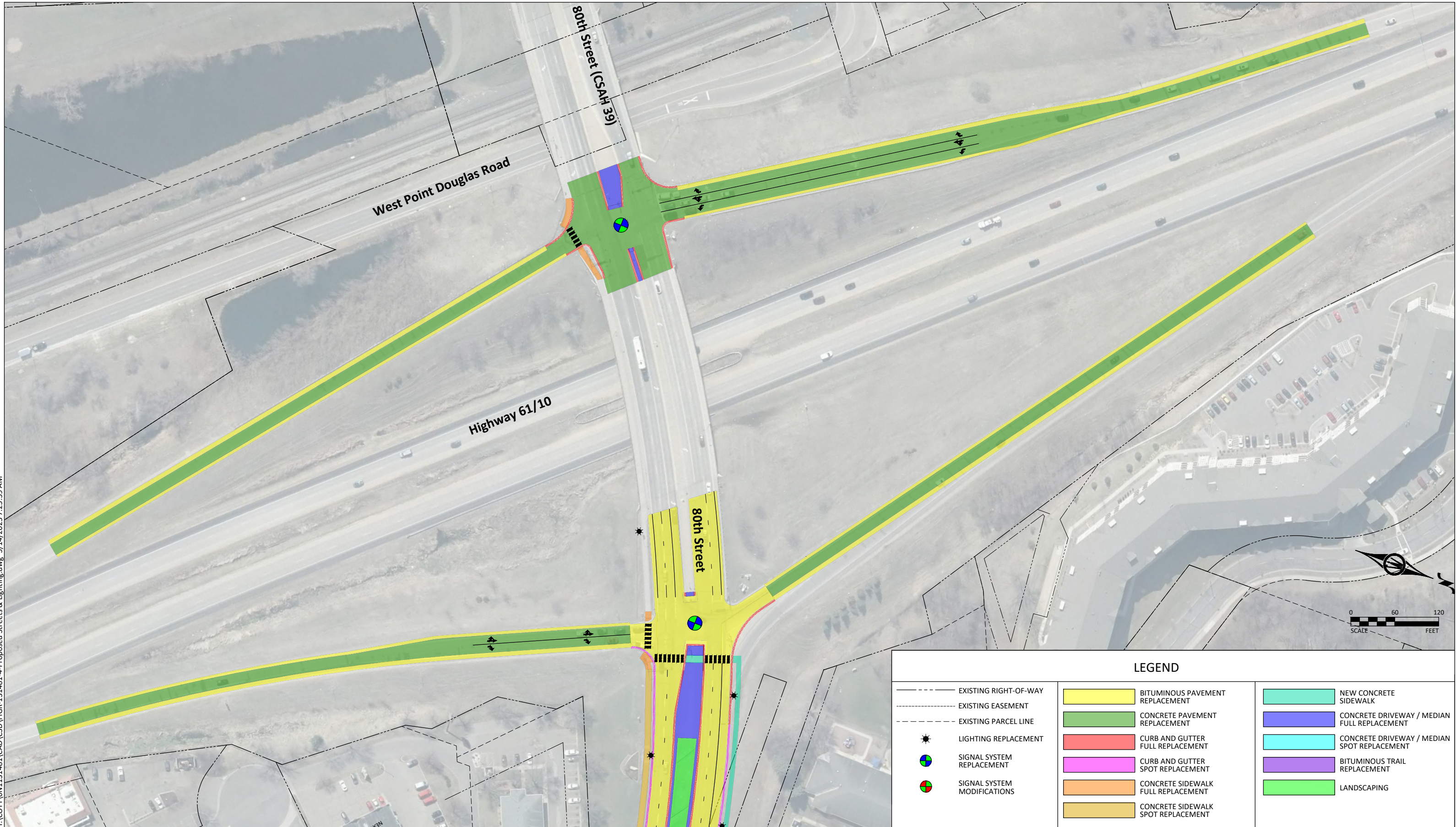


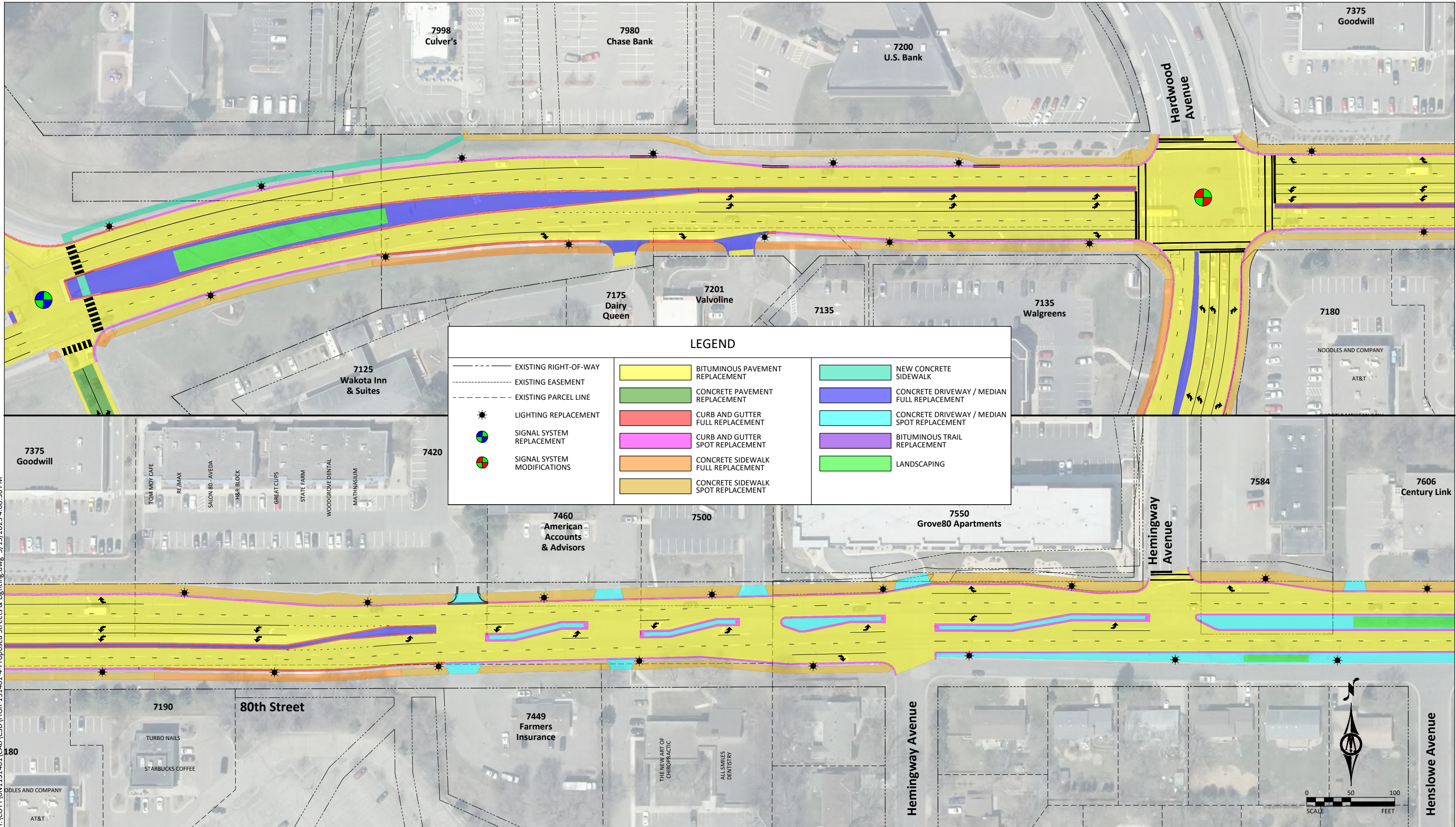


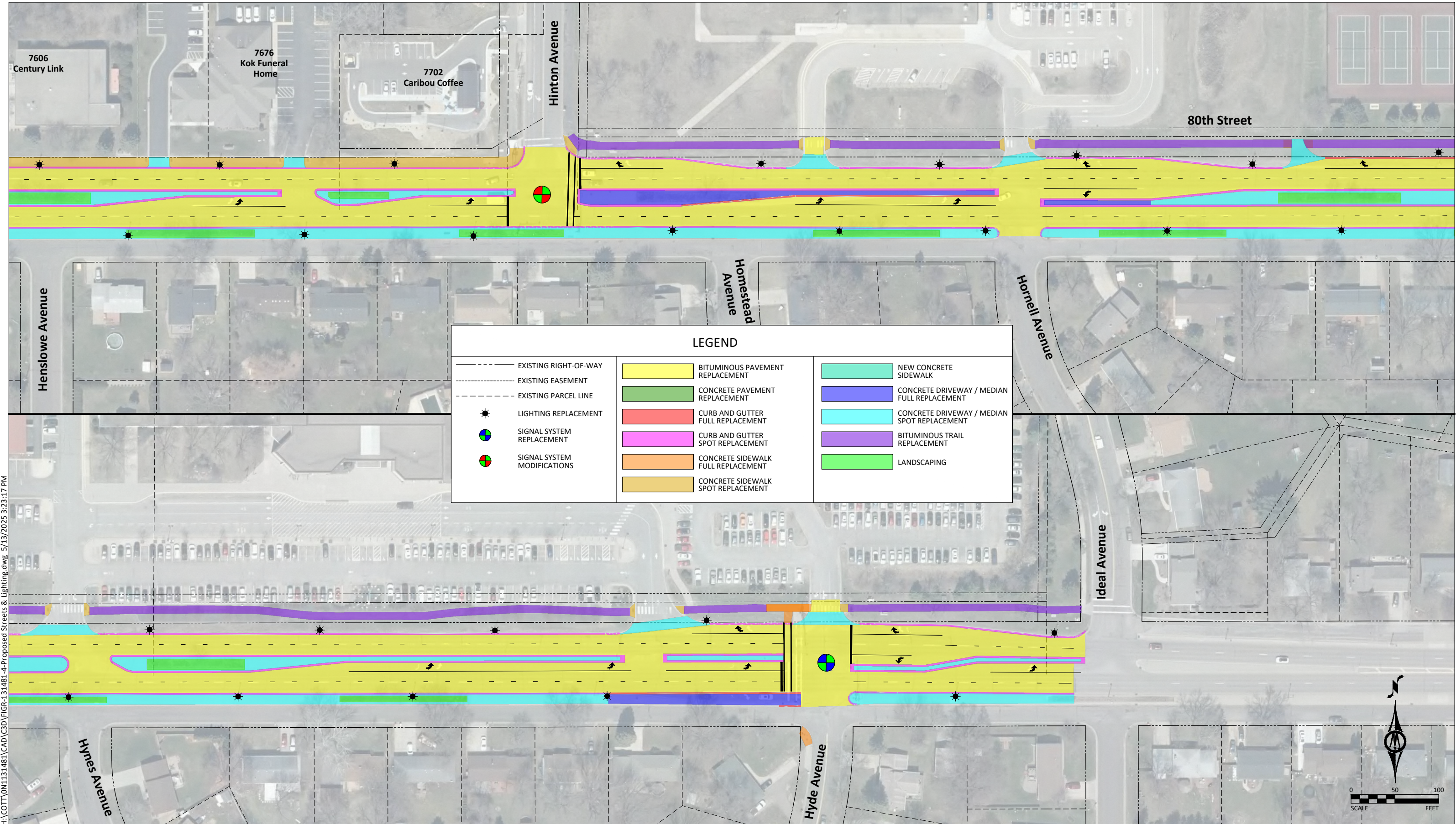


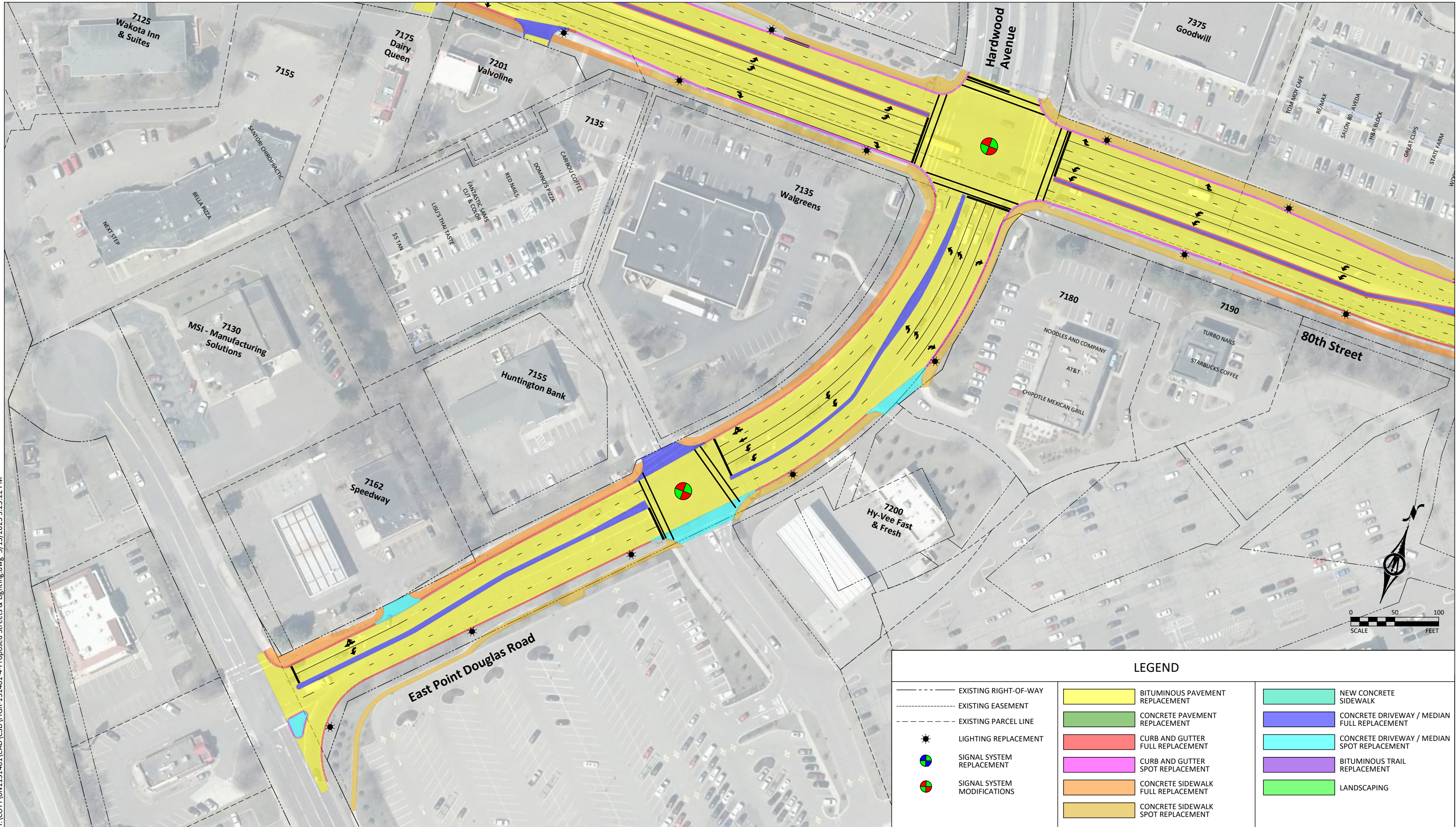


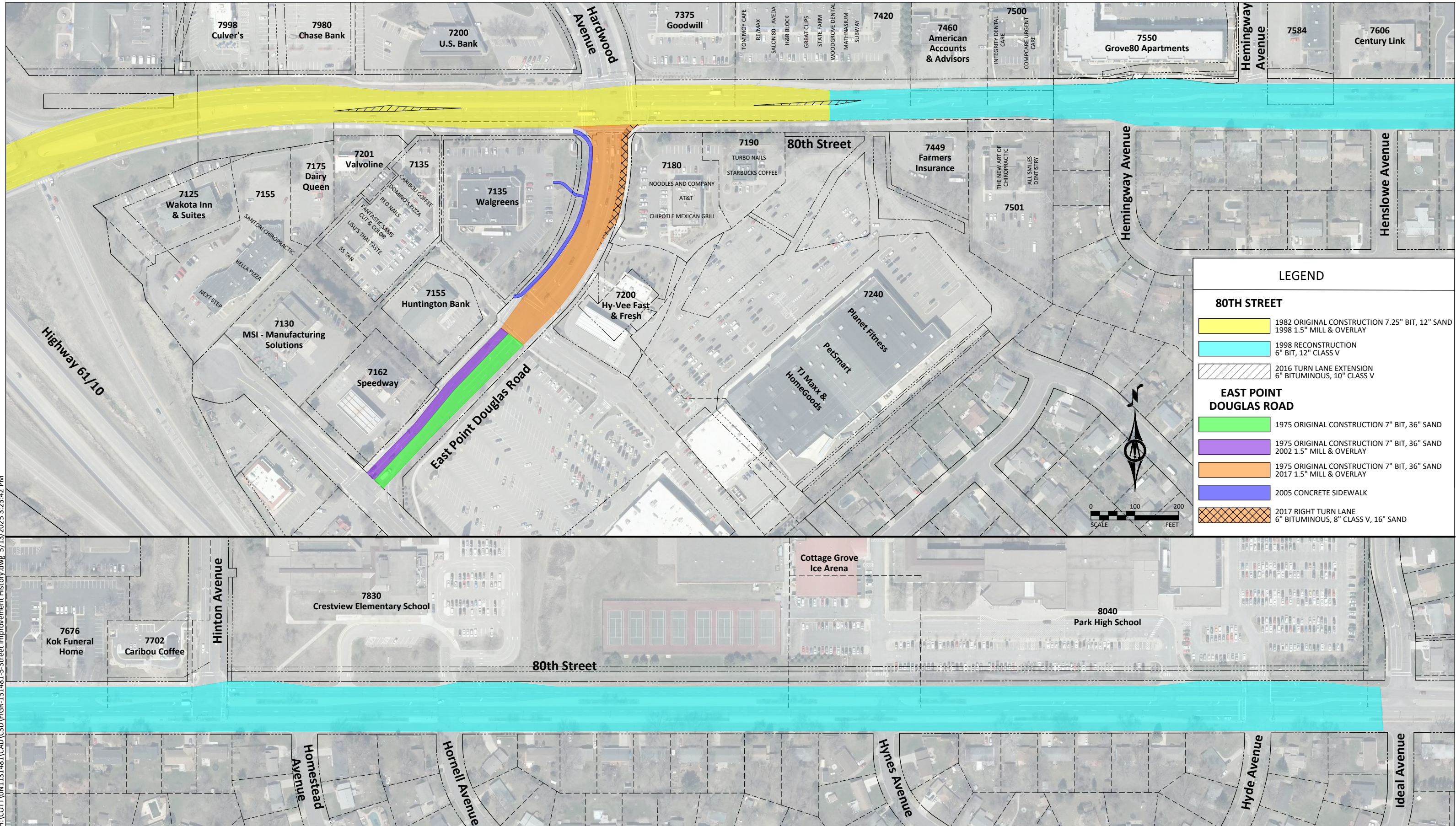


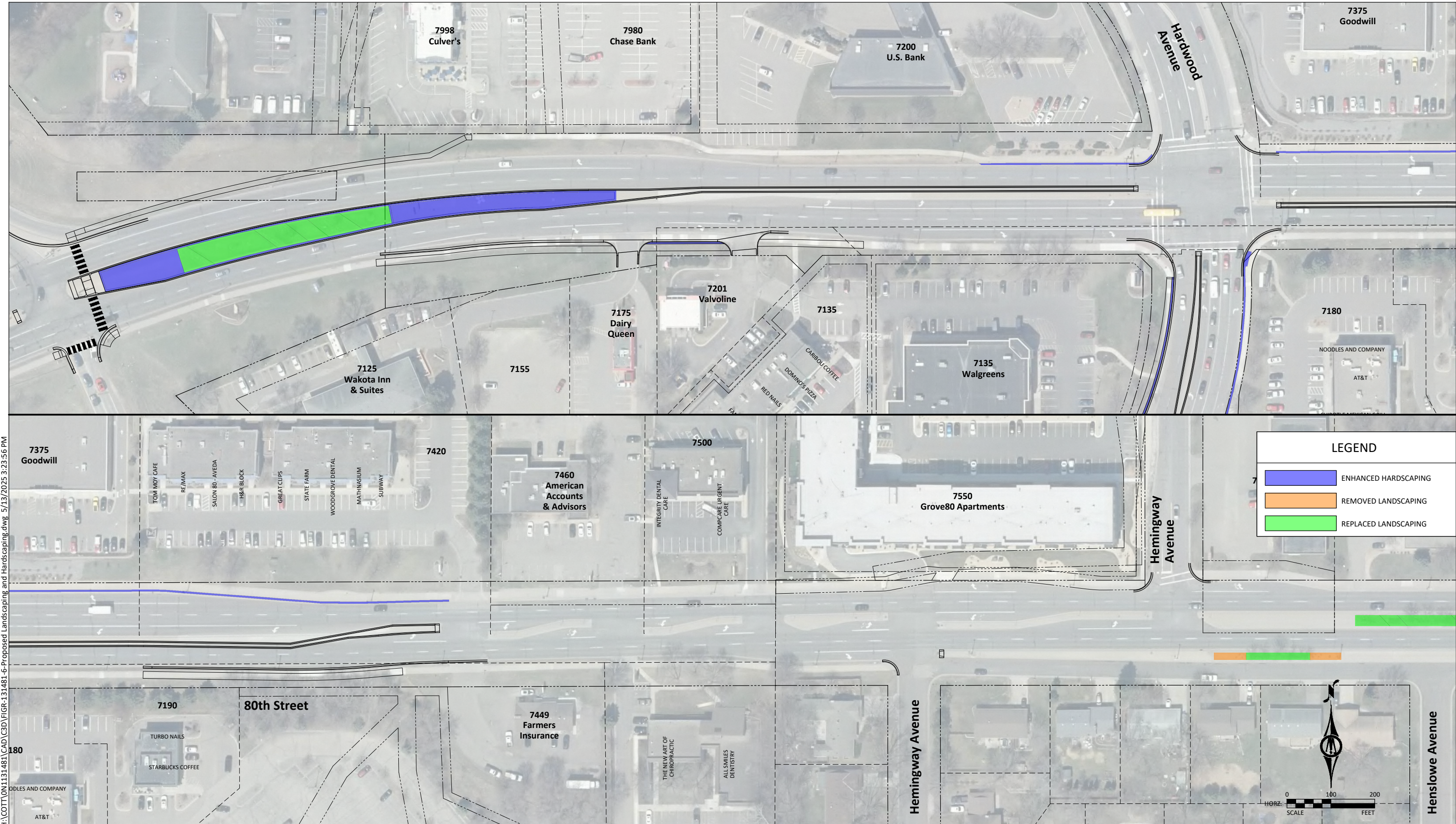


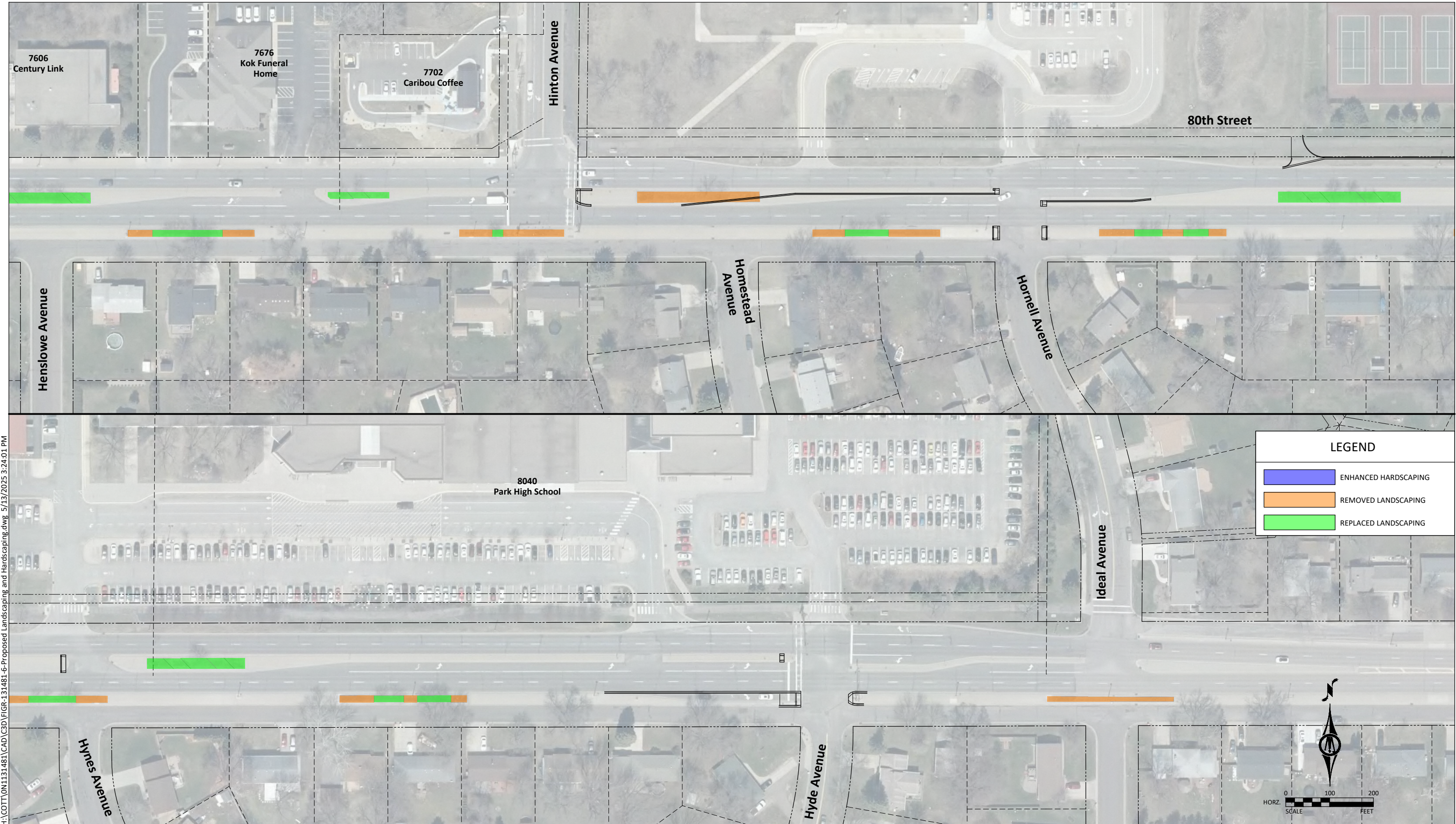




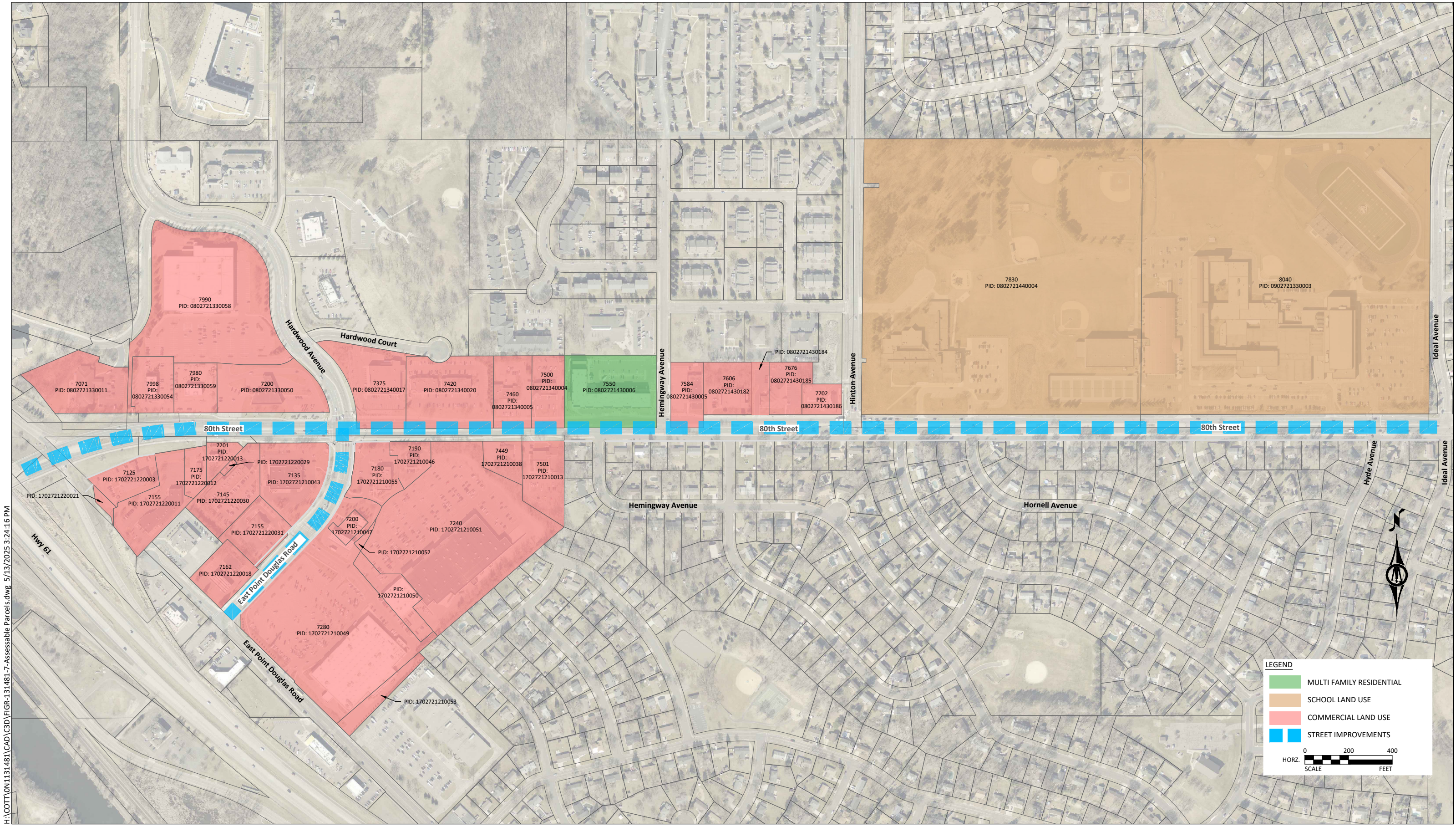














City Council Action Request

7.H.

Meeting Date	8/20/2025
Department	Engineering
Agenda Category	Action Item
Title	Lamar Ave Ravine Easements
Staff Recommendation	Approve the two Permanent and three Temporary Easements along Lamar Avenue.
Budget Implication	N/A

Attachments	1.	2025-8-13 CC Memo - Easements ES Edits
	2.	7404 Lamar - Bank signed
	3.	7430 Lamar - Bank signed
	4.	Gerlach Easement 007 v2
	5.	Gerlach Easement 010
	6.	Temporary Construction Easement - Perrone 6-5-2025

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

From: Joe Fox, PE, Project Engineer

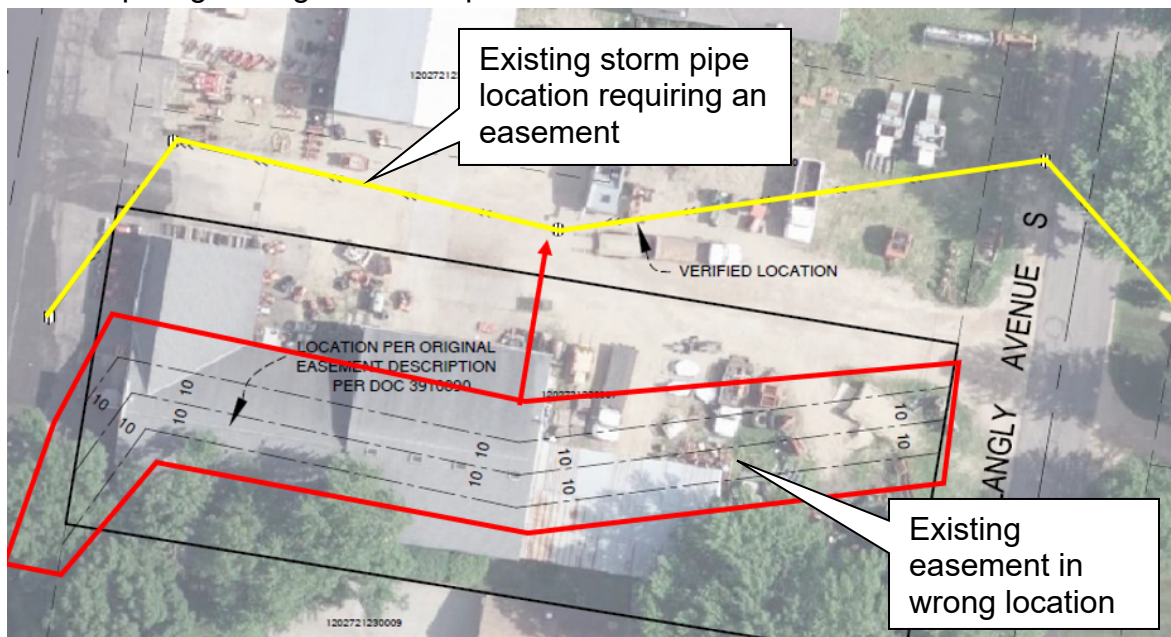
Date: August 11, 2025

Subject: Approve Two Permanent and Three Temporary Easements along Lamar Avenue

Background/Discussion

City staff are in the planning stages of a project to repair erosion and replace aging storm sewer in Old Cottage Grove along Lamar Avenue. In order to complete the project, several easements are necessary.

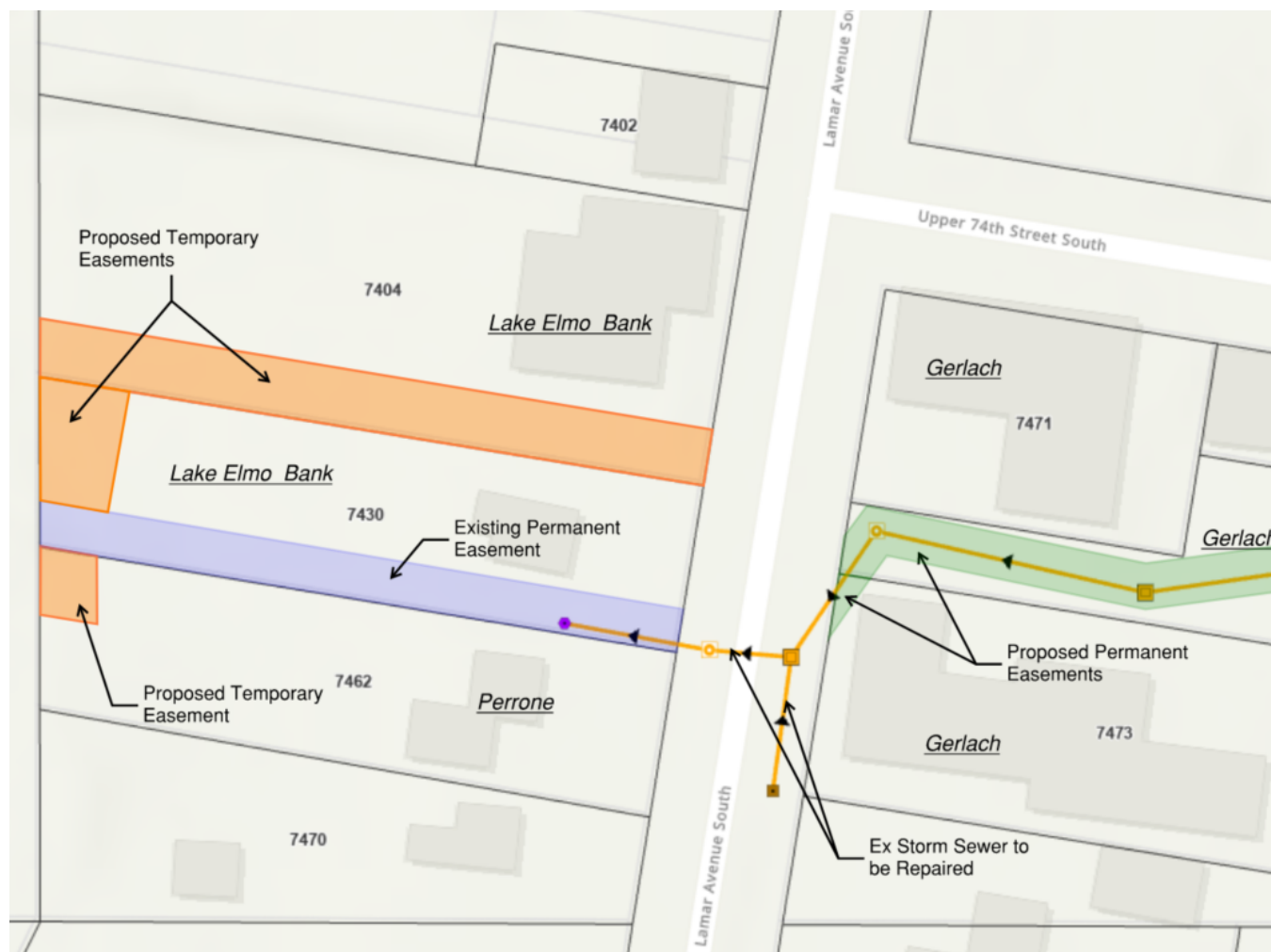
Two of the easements cover property used by Gerlach Service, Inc. In 2012, the city installed storm sewer on Langley Avenue. The sewer was routed through Gerlach's parking lot and staging area and connected to existing storm sewer on Lamar Avenue. An easement that was meant to overlay parts of the new and existing sewer was mistakenly recorded too far south. This easement vacation of the easement in the incorrect location was reviewed and approved by Council on November 15, 2023. At that time, the vacation was not recorded and new easements were not acquired given one of the parcels had nine owners within the Gerlach family and acquiring the signatures required additional time.



The correct easement documents now have the required signatures. The easement vacation that was approved in 2023 will be recorded vacating the incorrect easement location and the new easement will be recorded providing the D&U easement over the existing pipe.

The current project requires replacement of existing corrugated metal storm sewer pipes adjacent to and running under Lamar Avenue that have outlived their useful life. Easements over two parcels owned by the Gerlach family are required to facilitate the removal and replacement of the pipe. These easements are permanent and will cover the entire run of storm sewer under private property to ensure continued access to public infrastructure.

The second part of the project in Old Cottage Grove involves repairing erosion that starts on the west end of 7430 Lamar and continues to the west towards Vandenberg Lake. The project plan calls for fixing the eroded area by building a rocked swale to carry water to the lake. The city already has permanent access to the affected area via a 20-foot-wide drainage and utility easement along the south side of 7430 Lamar as well as an access agreement over land to the west owned by Steven and Kathleen Geis. However, three temporary easements are also required to facilitate the repair. These three easements cover parts of 7404, 7430, and 7462 Lamar Avenue. These easements are written to expire on December 31, 2026.



Recommendation

It is recommended that the City Council approve the two Permanent and three Temporary Easements along Lamar Avenue.

Attachments:

- Permanent Drainage and Utility Easement – PID 12.027.21.23.0010
- Permanent Drainage and Utility Easement – 7473 Lamar Avenue
- Temporary Easement for Construction Purposes – 7404 Lamar Avenue
- Temporary Easement for Construction Purposes – 7430 Lamar Avenue
- Temporary Easement for Construction Purposes – 7462 Lamar Avenue

TEMPORARY EASEMENT FOR CONSTRUCTION PURPOSES

THIS TEMPORARY EASEMENT FOR CONSTRUCTION PURPOSES ("Easement") is made, granted and conveyed this ____ day of _____, 2025, by and between Lake Elmo Bank, a Minnesota Banking Corporation ("Landowner"), and the City of Cottage Grove, a Minnesota municipal corporation ("City").

WHEREAS, Landowner owns real property in Washington County, Minnesota, legally described on Exhibit A attached hereto and incorporated herein, (the "Landowner's Property"); and

WHEREAS, the City is working on a project that will require a temporary construction easement from Landowner.

NOW THEREFORE, the Landowner in consideration of the sum of One Dollar and other good and valuable consideration to them in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, do hereby grant and convey unto the City, its successors and assigns, the following:

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

Landowner does hereby grant and convey unto the City, its successors and assigns, the following:

A temporary construction easement for grading, sloping and construction purposes in accordance with the plans and specifications provided by the City, and all such purposes ancillary, incident or related thereto ("Temporary Easement") under, over, across, through and upon the real property legally described on Exhibit B and depicted on Exhibit C ("Temporary Easement Area"), attached hereto and incorporated herein by reference.

EXEMPT FROM STATE DEED TAX

The rights of the City also include the right of the City, its contractors, agents and servants:

- (a) To enter upon the Temporary Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of the Temporary Easement; and
- (b) To maintain the Temporary Easement Area and any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- (c) To remove from the Temporary Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the utility pipes, conduits, mains and above ground and below ground drainage facilities and to deposit earthen material in and upon the Temporary Easement Area; and
- (d) To remove or otherwise dispose of all earth or other material excavated from the Temporary Easement Area as the City may deem appropriate.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to the Temporary Easement Area or the Landowners' Property prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowners or their successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statutes, Chapter 466.

The Landowner, for themselves and their successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that they are well seized in fee of Landowner's Property described above, the Temporary Easement Area described and depicted on Exhibit A and have good right to grant and convey the Temporary Easement herein to the City.

This Easement is binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.

This Easement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

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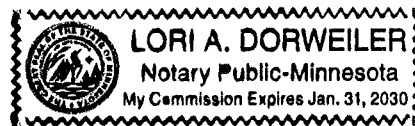
IN TESTIMONY WHEREOF, the Landowner and the City have caused this Easement to be executed as of the day and year first above written.

LANDOWNER:
LAKE ELMO BANK

By: Bryan Kemmetz
Bryan Kemmetz
Its SrVP

STATE OF MINNESOTA)
COUNTY OF Washington)

SS.



On this 2nd day of July, 2025, before me a Notary Public within and for said County, personally appeared Bryan Kemmetz SrVP to me personally known, who being by me duly sworn, did say that he/she is the SrVP of Lake Elmo Bank, a Minnesota Banking Corporation, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said corporation.

[Signature]
Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

Lot 2 in Block "A" of Cottage Grove except the Northerly 6 rods 14 links thereof and excepting commencing at the Southwest corner thereof: thence Easterly on the Southerly line of Block "A" 16 rods to the Westerly line of Main Street; thence Northerly along the Westerly line of Main Street 197.1 feet; thence North 80 1/2 degrees West to the West line of said Lot 2 thence South along the West line to the place of beginning, according to the plat thereof on file and of record in the office of the Register of Deeds of Washington County, Minnesota.

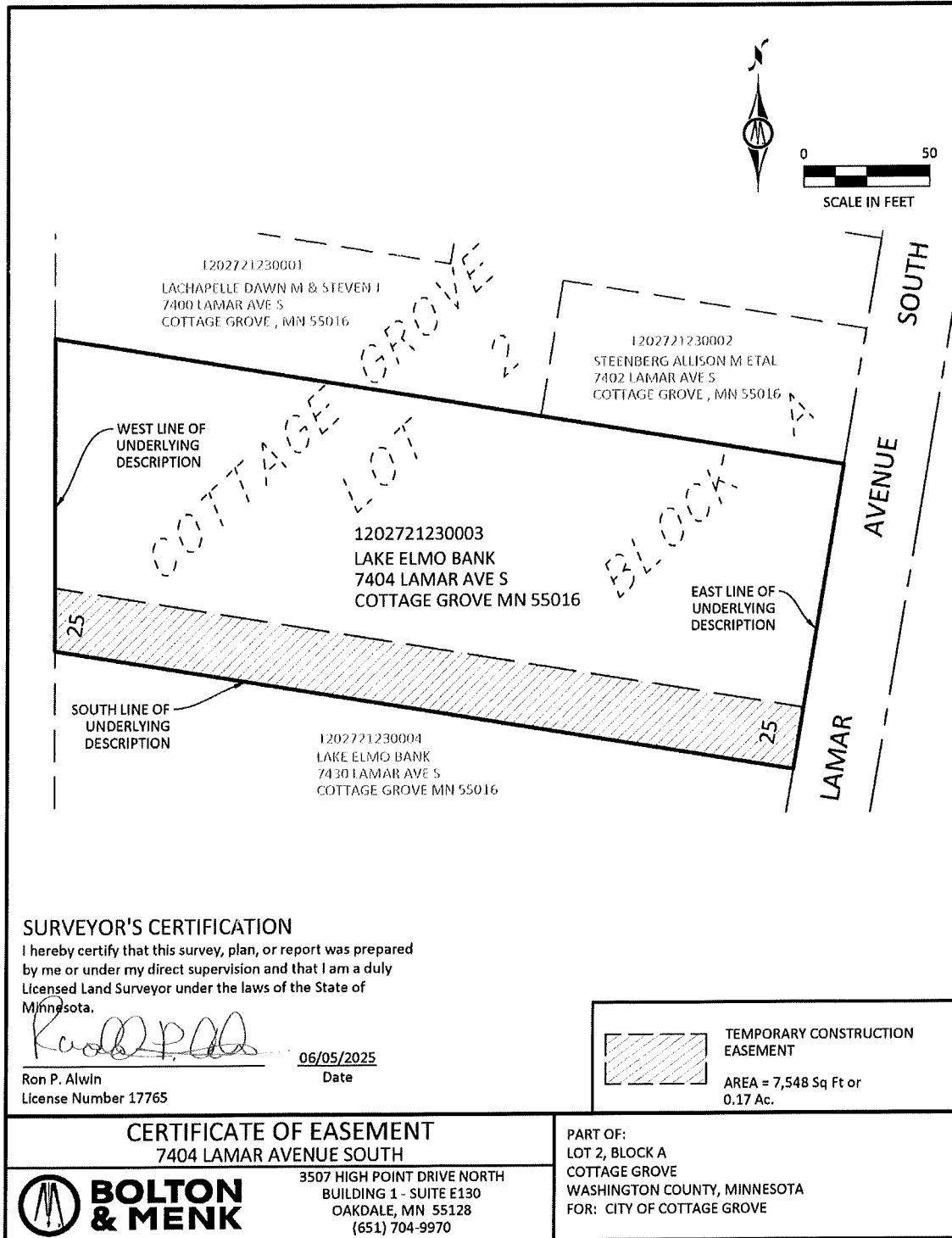
Abstract Property
PID: 1202721230003

EXHIBIT B
LEGAL DESCRIPTION OF TEMPORARY EASEMENT AREA

A temporary construction easement over, under and across the South 25 feet of the above-described property.

Said temporary easements to expire December 31, 2026.

EXHIBIT C
DEPICTION OF TEMPORARY EASEMENT AREA FOR 7430 LAMAR AVE S



TEMPORARY EASEMENT FOR CONSTRUCTION PURPOSES

THIS TEMPORARY EASEMENT FOR CONSTRUCTION PURPOSES ("Easement") is made, granted and conveyed this _____ day of _____, 2025, by and between Lake Elmo Bank, a Minnesota Banking organization ("Landowner"), and the City of Cottage Grove, a Minnesota municipal corporation ("City").

WHEREAS, Landowner owns real property in Washington County, Minnesota, legally described on Exhibit A attached hereto and incorporated herein, (the "Landowner's Property"); and

WHEREAS, the City is working on a project that will require a temporary construction easement from Landowner.

NOW THEREFORE, the Landowner in consideration of the sum of One Dollar and other good and valuable consideration to them in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, do hereby grant and convey unto the City, its successors and assigns, the following:

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

Landowner does hereby grant and convey unto the City, its successors and assigns, the following:

A temporary construction easement for grading, sloping and construction purposes in accordance with the plans and specifications provided by the City, and all such purposes ancillary, incident or related thereto ("Temporary Easement") under, over, across, through and upon the real property legally described on Exhibit B and depicted on Exhibit C ("Temporary Easement Area"), attached hereto and incorporated herein by reference.

EXEMPT FROM STATE DEED TAX

The rights of the City also include the right of the City, its contractors, agents and servants:

- (a) To enter upon the Temporary Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of the Temporary Easement; and
- (b) To maintain the Temporary Easement Area and any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- (c) To remove from the Temporary Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the utility pipes, conduits, mains and above ground and below ground drainage facilities and to deposit earthen material in and upon the Temporary Easement Area; and
- (d) To remove or otherwise dispose of all earth or other material excavated from the Temporary Easement Area as the City may deem appropriate.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to the Temporary Easement Area or the Landowners' Property prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowners or their successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statutes, Chapter 466.

The Landowner, for themselves and their successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that they are well seized in fee of Landowner's Property described above, the Temporary Easement Area described and depicted on Exhibit A and have good right to grant and convey the Temporary Easement herein to the City.

This Easement is binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.

This Easement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

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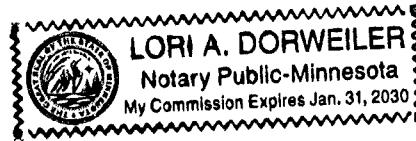
IN TESTIMONY WHEREOF, the Landowner and the City have caused this Easement to be executed as of the day and year first above written.

LANDOWNER:
LAKE ELMO BANK

By: Bryan Kemnitz
Bryan Kemnitz
Its SVP

STATE OF MINNESOTA)
COUNTY OF Washington)

SS.



On this 9th day of July, 2025, before me a Notary Public within and for said County, personally appeared Bryan Kemnitz to me personally known, who being by me duly sworn, did say that he/she is the SVP of Lake Elmo Bank, a Minnesota Banking Organization, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said Corporation.

[Signature]
Notary Public

CITY:
CITY OF COTTAGE GROVE

By: _____
Myron Bailey
Its Mayor

By: _____
Tamara Anderson
Its City Clerk

STATE OF MINNESOTA)
)
COUNTY OF WASHINGTON) ss.

On this _____ day of _____, 2025, before me a Notary Public within and for said County, personally appeared Myron Bailey and Tamara Anderson to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Cottage Grove, the municipality named in the foregoing instrument, and that the said instrument was signed in behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

This instrument drafted by
And after recording, please return to:
Kori Land, #0262432
LeVander, Gillen, & Miller, P.A.
1305 Corporate Center Dr., Suite 300
Eagan, MN 55121
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

That part of Lot 2, Block A, COTTAGE GROVE, according to the recorded plat thereof, Washington County, Minnesota, described as follows: Commencing at the Southwest corner of said Block A, which is the southwest corner of the Southwest Quarter of the Northwest Quarter of Section 12, Township 27, Range 21; thence East along the South line of said Southwest Quarter of the Northwest Quarter for a distance of 16 rods to the west line of Main Street as dedicated in said plat (now known as Lamar Avenue South), thence northerly along said west line of Main Street for a distance of 7 rods and 10 links to the point of beginning of the land to be described; thence Northerly along the west line of said Main Street for a distance of 75.00 feet; thence North 80 degrees 30 minutes West to the west line of said Southwest Quarter of the Northwest Quarter of said Section 12; thence South along said West line for a distance of 75.50 feet; thence South 80 degrees 30 minutes East to the point of beginning.

Abstract Property

PID: 1202721230004

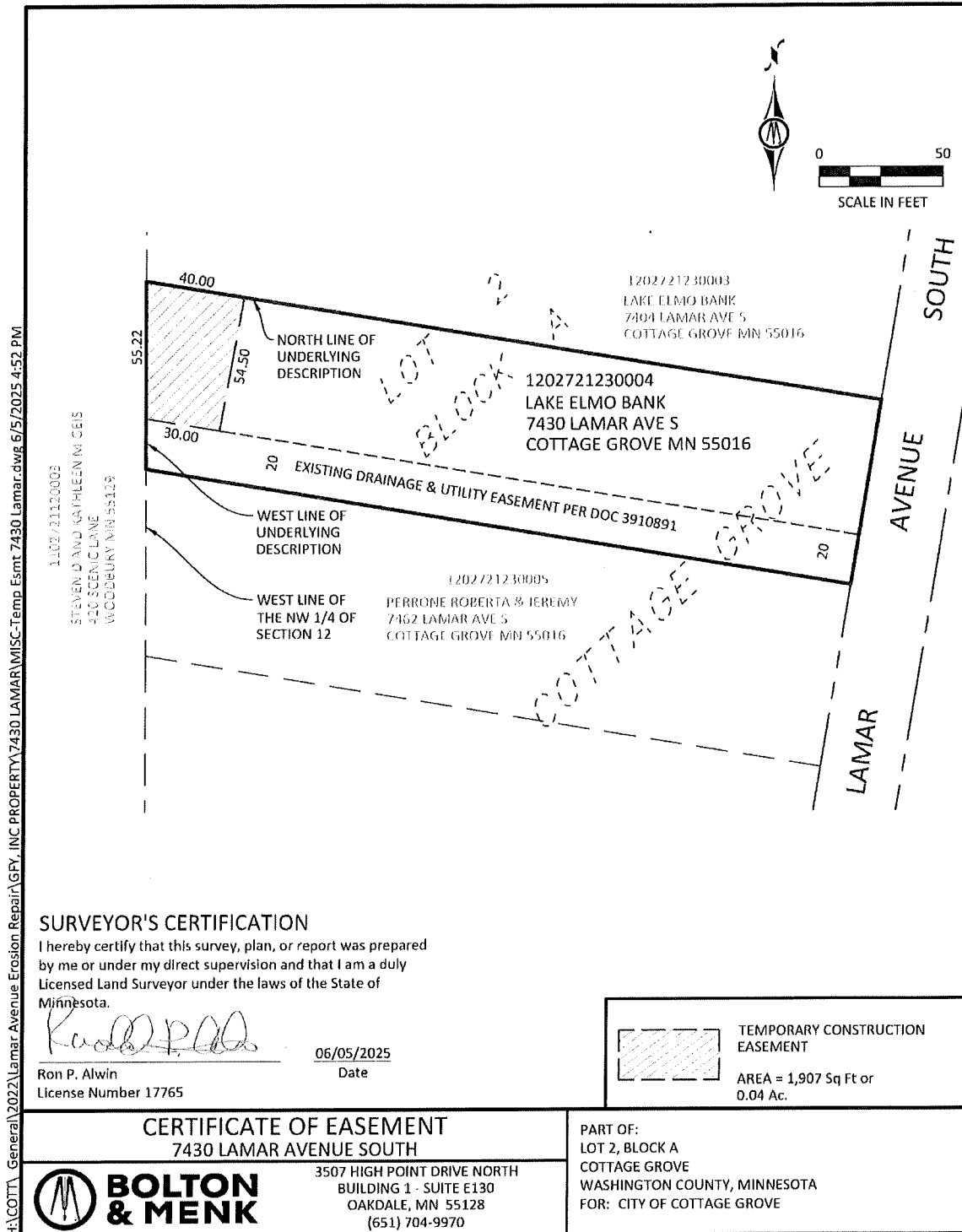
EXHIBIT B
LEGAL DESCRIPTION OF TEMPORARY EASEMENT AREA

A temporary construction easement, over, under and across the following described properties to wit:

Beginning at the northwest corner of the above described property; thence Southeasterly along the Northerly line of said property a distance of 40.00 feet; thence southwesterly a distance of 54.50 feet; thence northwesterly along a line parallel with said Northerly line, a distance of 30.00 feet to the West line of the Northwest Quarter of Section 12, Township 27 North Range 21 West, said West line also being the Westerly line of said property; thence northwesterly along said Westerly line a distance of 55.22 feet to the point of beginning.

Said temporary easements to expire December 31, 2026.

EXHIBIT C **DEPICTION OF TEMPORARY EASEMENT AREA FOR 7430 LAMAR AVE S**



PERMANENT DRAINAGE AND UTILITY EASEMENT

THIS PERMANENT DRAINAGE AND UTILITY EASEMENT (“Easement”) is made, granted and conveyed this _____ day of _____, 20____, by and between Gerlach Service, Inc., Randal S. Gerlach and Mary L. Gerlach, husband and wife, Ronald G. Gerlach and Rhonda K. Gerlach, husband and wife, Lori A. Swanson and Gary L. Swanson, husband and wife, and Lisa M. Willmes and Joseph R. Willmes, husband and wife (collectively, “Landowner”), and the City of Cottage Grove, a Minnesota municipal corporation (“City”).

PROPERTY DESCRIPTION

Landowner owns real property in Washington County, Minnesota, legally described on Exhibit A (the “Landowner’s Property”), attached hereto and incorporated herein by reference.

PERMANENT EASEMENT DESCRIPTION

The Landowner for and in consideration of One Dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey to the City, its successors and assigns, forever the following:

A permanent easement for utility and drainage purposes and all such purposes ancillary, incident or related thereto (“Permanent Easement”) under, over, across, through and upon that real property legally described on Exhibit A, legally described on Exhibit B and depicted on Exhibit C (“Permanent Easement Area”), attached hereto and incorporated herein by reference.

The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any sanitary sewer, storm sewer, water mains, storm water facilities, above ground and below ground drainage facilities, any utilities, underground pipes, conduits, culverts, other utilities and mains, and all facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Area.

The Permanent Easement rights further include, but are not limited to, the right of ingress and egress over the Permanent Easement Area to access the Permanent Easement for the purposes of construction, maintenance, repair and replacement of any sanitary sewer, storm sewer, water mains, storm water facilities, above ground and below ground drainage facilities any utilities, underground pipes, conduits, culverts, other utilities, mains and all facilities and improvements ancillary, incident or related thereto.

EXEMPT FROM STATE DEED TAX

The rights of the City also include the right of the City, its contractors, agents and servants:

- (a) To enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of the Permanent Easement; and
- (b) To maintain the Permanent Easement Area, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- (c) To remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the utility pipes, conduits, mains and above ground and below ground drainage facilities and to deposit earthen material in and upon the Permanent Easement Area; and
- (d) To remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as the City may deem appropriate.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Permanent Easement Area or the Landowner's Property prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by the Landowner or their successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statutes, Chapter 466.

The Landowner, for themselves and their successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that they are well seized in fee of the Landowner's Property described above, the Permanent Easement Area legally described on Exhibit A, legally described on Exhibit B and depicted on Exhibit C, and have good right to grant and convey the Permanent Easement herein to the City.

This agreement is binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.

This agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

IN TESTIMONY WHEREOF, the parties have caused this Easement to be executed as of the day and year first above written.

CITY:
CITY OF COTTAGE GROVE

By: _____
Myron Bailey, Mayor

By: _____
Tamara Anderson, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

On this ____ day of _____, 2025, before me a Notary Public within and for said County, personally appeared Myron Bailey and Tamara Anderson to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and the City Clerk of the City of Cottage Grove, the Minnesota municipal corporation named in the foregoing instrument, and that it was signed on behalf of said municipal corporation by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

Notary Public

**LANDOWNER:
LAWRENCE F. GERLACH, TRUSTEE OF THE REVOCABLE
LIVING TRUST AGREEMENT OF LAWRENCE F. GERLACH
DATED JUNE 29, 2005**

By: Lawrence F. Gerlach, Trustee
Name: Lawrence F. Gerlach, Trustee

STATE OF NV)
)
COUNTY OF Nye) SS.

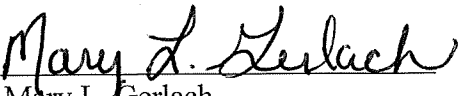
The foregoing instrument was acknowledged before me on 10 day of NOV, 2023,
by Lawrence F. Gerlach, Trustee of the Revocable Living Trust Agreement of Lawrence F. Gerlach dated
June 29, 2005.



Teri L. Rupe
Notary Public

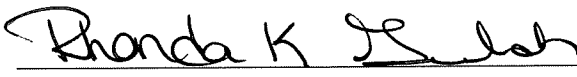
LANDOWNER:
RANDAL S. GERLACH

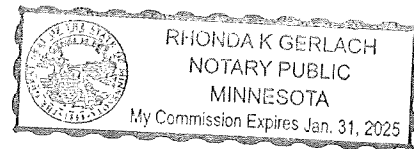
By: 
Randal S. Gerlach

By: 
Mary L. Gerlach

STATE OF MINNESOTA)
)
COUNTY OF WASHINGTON) ss.

The foregoing instrument was acknowledged before me on 6th day of Nov, 2023,
by Randal S. Gerlach and Mary L. Gerlach, husband and wife.


Notary Public



LANDOWNER:
RONALD G. GERLACH

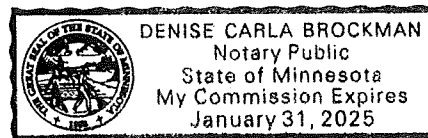
By: Ronald G. Gerlach
Ronald G. Gerlach

By: Rhonda K. Gerlach
Rhonda K. Gerlach

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me on 18th day of December, 2023,
by Ronald G. Gerlach and Rhonda K. Gerlach, husband and wife.

Denise Carla Brockman
Notary Public



LANDOWNER:
LORI A. SWANSON

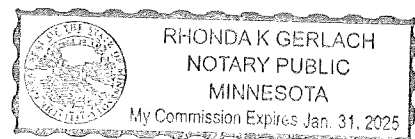
By: Lori A. Swanson
Lori A. Swanson

By: Gary L. Swanson
Gary L. Swanson

STATE OF MINNESOTA)
)
COUNTY OF WASHINGTON) ss.

The foregoing instrument was acknowledged before me on 6th day of Nov, 2023,
by Lori A. Swanson and Gary L. Swanson, husband and wife.

Rhonda K Gerlach
Notary Public



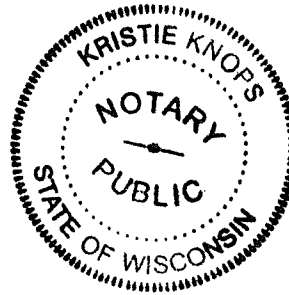
**LANDOWNER:
LISA M. WILMES**

By: Lisa M Wilmes
Lisa M. Wilmes

By: Joseph R. Wilmes
Joseph R. Wilmes

STATE OF WISCONSIN)
)
COUNTY OF ST. CROIX)

SS.



The foregoing instrument was acknowledged before me on 28 day of November, 2023,
by Lisa M. Wilmes and Joseph R. Willmes, husband and wife.

Notary Public  my commission expires 08/09/2024

EXHIBIT A

LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

Real property situated in the City of Cottage Grove, County of Washington, State of Minnesota, legally described as:

All that part of Block "B" of Cottage Grove, according to the plat thereof on file and of record in the office of the County Recorder of Washington County, Minnesota, described as follows:

Commencing at a point on the Easterly line of Main Street which point is Three and one-half (3 1/2) Rods Northerly of the Southwest (SW) Corner of Block "B" in Cottage Grove; Thence Northerly along said East line of Main Street a distance of One Hundred (100) feet; Thence Easterly parallel to the South line of Grove Street to a point on the Easterly line of said Block "B" which point is One Hundred Sixteen and one-half (116 1/2) feet North of the Southeast Corner of Block "B"; Thence Southerly along the Easterly line of Block "B" a distance of One Hundred (100) feet; Thence Westerly in a straight line to the point of beginning.

Abstract Property

PID: 12.027.21.23.0007

EXHIBIT B

LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

A 20.00-foot wide permanent, non-exclusive easement for drainage and utility purposes over, under, across and through part of the following describe property:

All that part of Block "B" of COTTAGE GROVE, according to the plat on file and of record in the office of the County Recorder of Washington County, Minnesota, Except the northerly 50.00 feet of the Easterly 114.00 feet thereof and Except that part described as follows:
Commencing at the southwest corner of said Block B, thence northerly along the easterly line of Main Street, 3.5 rods; thence northly along the easterly line of said Street, 100 feet; thence easterly parallel to the South line of Grove Street to a point on the easterly line of said Block which point is 116.5 feet North of the Southeast corner of said Block; thence southerly along the easterly line of said Block to the southeast corner thereof; thence westerly along the southerly line of said block to the point of Beginning; Except the northly 95.7 feet of the westerly 150 feet of said block.

The centerline of said easement is described as follows:

Commencing at the southwest corner of said Block B; thence North 09 degrees 16 minutes 46 seconds East, assumed bearing along the westerly line of said Block B, a distance of 152.03 feet to the point of beginning; thence North 35 degrees 51 minutes 46 seconds East, 30.78 feet; thence South 77 degrees 59 minutes 00 seconds East, 122.69 feet; thence North 82 degrees 38 minutes 41 seconds East, 134.70 feet to the easterly line of said Block B and said centerline there terminating.

The sidelines of said easement are to be prolonged or shortened to terminate at the westerly, southerly, and easterly lines of the property.

DEPICTION OF PERMANENT EASEMENT AREA



PERMANENT DRAINAGE AND UTILITY EASEMENT

THIS PERMANENT DRAINAGE AND UTILITY EASEMENT (“Easement”) is made, granted and conveyed this _____ day of _____, 2025, by and between Gerlach Service, Inc. (“Landowner”), and the City of Cottage Grove, a Minnesota municipal corporation (“City”).

PROPERTY DESCRIPTION

Landowner owns real property in Washington County, Minnesota, legally described on Exhibit A (the “Landowner’s Property”), attached hereto and incorporated herein by reference.

PERMANENT EASEMENT DESCRIPTION

The Landowner for and in consideration of One Dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey to the City, its successors and assigns, forever the following:

A permanent easement for utility and drainage purposes and all such purposes ancillary, incident or related thereto (“Permanent Easement”) under, over, across, through and upon that real property legally described on Exhibit A, legally described on Exhibit B and depicted on Exhibit C (“Permanent Easement Area”), attached hereto and incorporated herein by reference.

The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any sanitary sewer, storm sewer, water mains, storm water facilities, above ground and below ground drainage facilities, any utilities, underground pipes, conduits, culverts, other utilities and mains, and all facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Area.

The Permanent Easement rights further include, but are not limited to, the right of ingress and egress over the Permanent Easement Area to access the Permanent Easement for the purposes of construction, maintenance, repair and replacement of any sanitary sewer, storm sewer, water mains, storm water facilities, above ground and below ground drainage facilities any utilities, underground pipes, conduits, culverts, other utilities, mains and all facilities and improvements ancillary, incident or related thereto.

EXEMPT FROM STATE DEED TAX

The rights of the City also include the right of the City, its contractors, agents and servants:

- (a) To enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of the Permanent Easement; and
- (b) To maintain the Permanent Easement Area, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- (c) To remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the utility pipes, conduits, mains and above ground and below ground drainage facilities and to deposit earthen material in and upon the Permanent Easement Area; and
- (d) To remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as the City may deem appropriate.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Permanent Easement Area or the Landowner's Property prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by the Landowner or their successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statutes, Chapter 466.

The Landowner, for themselves and their successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that they are well seized in fee of the Landowner's Property described above, the Permanent Easement Area legally described on Exhibit A, legally described on Exhibit B and depicted on Exhibit C, and have good right to grant and convey the Permanent Easement herein to the City.

This agreement is binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.

This agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

[Remainder of this page has been intentionally left blank]

IN TESTIMONY WHEREOF, the parties have caused this Easement to be executed as of the day and year first above written.

CITY:
CITY OF COTTAGE GROVE

By: _____
Myron Bailey, Mayor

By: _____
Tamara Anderson, City Clerk

[illegible]

On this ____ day of _____, 2023, before me a Notary Public within and for said County, personally appeared Myron Bailey and Tamara Anderson to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and the City Clerk of the City of Cottage Grove, the Minnesota municipal corporation named in the foregoing instrument, and that it was signed on behalf of said municipal corporation by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

Notary Public

LANDOWNER:
GERLACH SERVICE, INC.

By: _____
Its: _____

STATE OF MINNESOTA)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me on ____ day of _____, 202__, by _____, the _____ of Gerlach Service, Inc., a Minnesota corporation, on behalf of said corporation.

Notary Public

**This instrument was drafted by
and after recording, please return to:**
Korine L. Land (#262432)
LeVander, Gillen & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
651-451-1831

EXHIBIT A

LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

Real property situated in the City of Cottage Grove, County of Washington, State of Minnesota, legally described as:

Block "B" in Cottage Grove, EXCEPT the Northerly Fifty (50) feet of the Easterly One Hundred Fourteen (114) feet thereof; and EXCEPT commencing at the Southwest corner of said Block "B", thence Northerly along the Easterly line of Main Street Three and one-half (3 1/2) rods; thence Northerly along the Easterly line of Main Street One Hundred (100) feet; thence Easterly parallel to the South line of Grove Street to a point on the Easterly line of Block "B" which point is One Hundred Sixteen and one-half (116 1/2) feet North of the Southeast corner of Block "B"; thence Southerly along the Easterly line of Block "B" to the Southeast corner thereof; thence Westerly along the Southerly line of Block "B" to the place of beginning; and EXCEPT the Northerly 95.70 feet of the Westerly 150 feet of said Block "B", according to the plat thereof on file and of record in the office of the Register of Deeds in and for Washington County, Minnesota.

Abstract Property

PID: 12.027.21.23.0010

EXHIBIT B

LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

A 20.00-foot wide permanent, non-exclusive easement for drainage and utility purposes over, under, across and through part of the following describe property:

All that part of Block "B" of COTTAGE GROVE, according to the plat on file and of record in the office of the County Recorder of Washington County, Minnesota, Except the northerly 50.00 feet of the Easterly 114.00 feet thereof and Except that part described as follows:
Commencing at the southwest corner of said Block B, thence northerly along the easterly line of Main Street, 3.5 rods; thence northly along the easterly line of said Street, 100 feet; thence easterly parallel to the South line of Grove Street to a point on the easterly line of said Block which point is 116.5 feet North of the Southeast corner of said Block; thence southerly along the easterly line of said Block to the southeast corner thereof; thence westerly along the southerly line of said block to the point of Beginning; Except the northly 95.7 feet of the westerly 150 feet of said block.

The centerline of said easement is described as follows:

Commencing at the southwest corner of said Block B; thence North 09 degrees 16 minutes 46 seconds East, assumed bearing along the westerly line of said Block B, a distance of 152.03 feet to the point of beginning; thence North 35 degrees 51 minutes 46 seconds East, 30.78 feet; thence South 77 degrees 59 minutes 00 seconds East, 122.69 feet; thence North 82 degrees 38 minutes 41 seconds East, 134.70 feet to the easterly line of said Block B and said centerline there terminating.

The sidelines of said easement are to be prolonged or shortened to terminate at the westerly, southerly, and easterly lines of the property.

DEPICTION OF PERMANENT EASEMENT AREA



TEMPORARY EASEMENT FOR CONSTRUCTION PURPOSES

THIS TEMPORARY EASEMENT FOR CONSTRUCTION PURPOSES (“Easement”) is made, granted and conveyed this ____ day of _____, 2025, by and between Roberta Perrone and Jeremy Perrone, wife and husband (“Landowners”), and the City of Cottage Grove, a Minnesota municipal corporation (“City”).

WHEREAS, Landowners own real property in Washington County, Minnesota, legally described as follows:

All that part of Lot Two (2) in Block Lettered “A” of Cottage Grove, described as follows:

Commencing at the Southeast corner of said Block; thence running North Nine (9) degrees East on the East line of said Block, Forty-eight (48) feet to the point of beginning of the description to be conveyed hereunder; thence running North Nine (9) degrees East on the East line of said Block Seventy-four and one-tenth (74.1) feet; thence North Eighty-one (81) degrees west and at right angles to said East line to the West line of said Block at a point which is One Hundred Sixty-six and one-tenth (166.1) feet North of the Southwest corner of said Block “A”; thence South on said West line Seventy-two and one-tenth (72.1) feet; thence South Eight-one (81) degrees East Two Hundred Seventy-seven (277) feet to the point of beginning, Washington County, Minnesota.

Abstract Property

PID: 1202721230005

(the “Landowners’ Property”); and

WHEREAS, the City is working on a project that will require a temporary construction easement from Landowners.

NOW THEREFORE, the Landowners in consideration of the sum of One Dollar and other good and valuable consideration to them in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, do hereby grant and convey unto the City, its successors and assigns, the following:

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

Landowners do hereby grant and convey unto the City, its successors and assigns, the following:

A temporary construction easement for grading, sloping and construction purposes in accordance with the plans and specifications provided by the City, and all such purposes ancillary, incident or related thereto ("Temporary Easement") under, over, across, through and upon the real property legally described on Exhibit A and depicted on Exhibit B ("Temporary Easement Area"), attached hereto and incorporated herein by reference.

EXEMPT FROM STATE DEED TAX

The rights of the City also include the right of the City, its contractors, agents and servants:

- (a) To enter upon the Temporary Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of the Temporary Easement; and
- (b) To maintain the Temporary Easement Area any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- (c) To remove from the Temporary Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the utility pipes, conduits, mains and above ground and below ground drainage facilities and to deposit earthen material in and upon the Temporary Easement Area; and
- (d) To remove or otherwise dispose of all earth or other material excavated from the Temporary Easement Area as the City may deem appropriate.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to the Temporary Easement Area or the Landowners' Property prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowners or their

successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statutes, Chapter 466.

The Landowners, for themselves and their successors and assigns, do hereby warrant to and covenant with the City, its successors and assigns, that they are well seized in fee of Landowners' Property described above, the Temporary Easement Area described and depicted on Exhibit A and have good right to grant and convey the Temporary Easement herein to the City.

This Easement is binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.

This Easement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

[The remainder of this page has been intentionally left blank]

IN TESTIMONY WHEREOF, the Landowner and the City have caused this Easement to be executed as of the day and year first above written.

LANDOWNERS:

ROBERTA PERRONE AND JEREMY PERRONE

By: _____
Roberta Perrone

By: _____
Jeremy Perrone

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2025, by Roberta Perrone and Jeremy Perrone, wife and husband.

Notary Public

CITY:
CITY OF COTTAGE GROVE

By: _____
Myron Bailey
Its Mayor

By: _____
Tamara Anderson
Its City Clerk

STATE OF MINNESOTA)
)
COUNTY OF WASHINGTON) ss.

On this _____ day of _____, 2025, before me a Notary Public within and for said County, personally appeared Myron Bailey and Tamara Anderson to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Cottage Grove, the municipality named in the foregoing instrument, and that the said instrument was signed in behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

This instrument drafted by
And after recording, please return to:
Kori Land, #0262432
LeVander, Gillen, & Miller, P.A.
1305 Corporate Center Dr., Suite 300
Eagan, MN 55121
(651) 451-1831

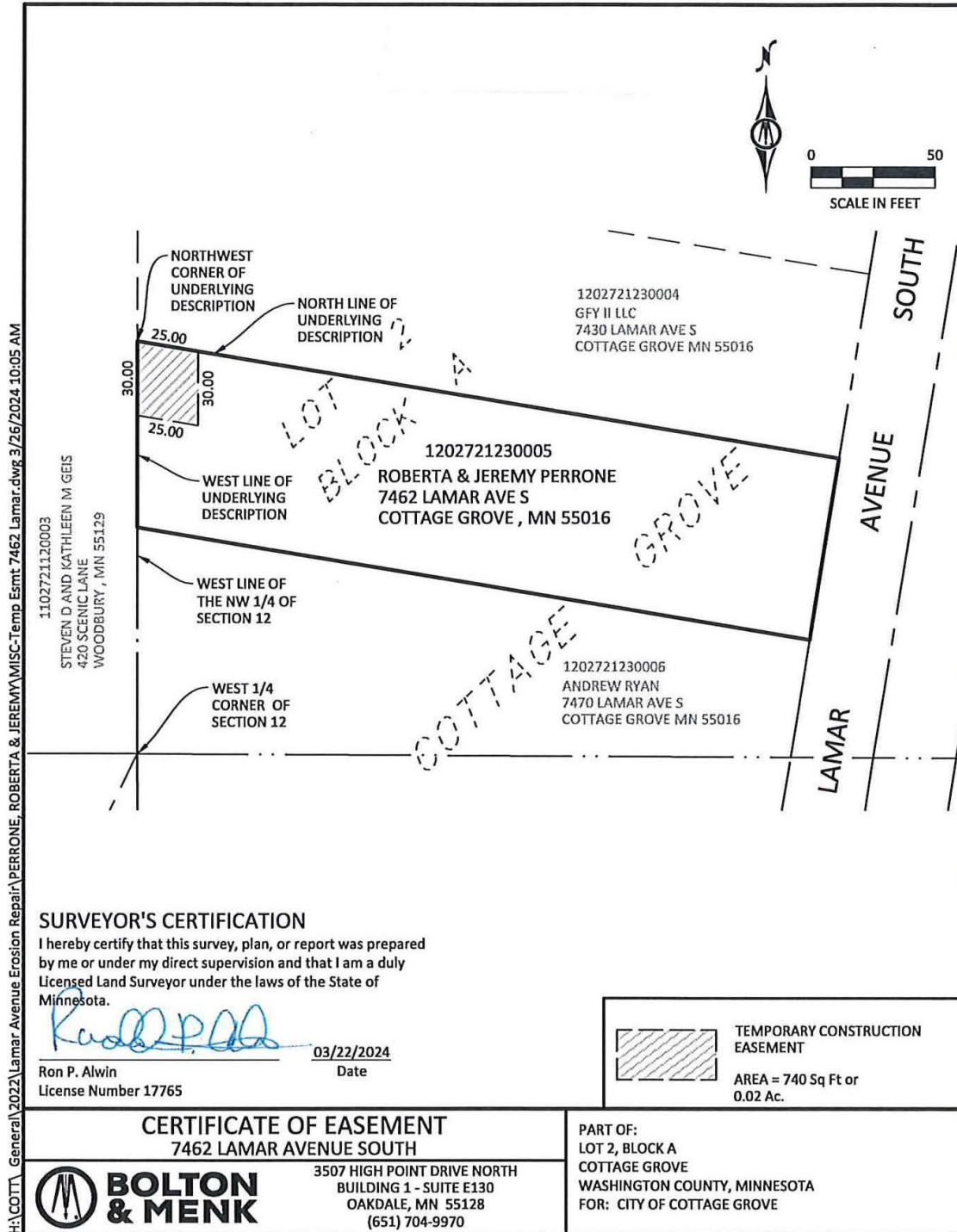
EXHIBIT A
LEGAL DESCRIPTION OF TEMPORARY EASEMENT AREA

A temporary construction easement over, under, and across that part of the Landowner's Property to-wit:

Beginning at the northwest corner of the above described property; thence southeasterly along the Northerly line of said property a distance of 25.00 feet; thence southerly along a line parallel with the westerly line of said property, a distance of 30.00 feet; thence northwesterly along a line parallel with said northerly line, a distance of 25.00 feet to the West line of the above described property; thence northerly along said westerly line a distance of 30.00 feet to the point of beginning.

Said temporary easement to expire December 31, 2025.

EXHIBIT B
DEPICTION OF TEMPORARY EASEMENT AREA



JOB NUMBER: ON1.103963

FIELD BOOK: N/A

DRAWN BY: JSC



City Council Action Request

7.I.

Meeting Date	8/20/2025				
Department	Engineering				
Agenda Category	Action Item				
Title	Almar Village Parking - Encroachment Agreement				
Staff Recommendation	Approve the Encroachment Agreement for Almar Village Parking and appropriate officials are hereby authorized to sign the Encroachment Agreement to effectuate this action.				
Budget Implication	N/A				
Attachments	<table><tr><td>1.</td><td>Almar Village Parking Memo</td></tr><tr><td>2.</td><td>Encroachment Agmt - Almar Village Parking Lot Extension</td></tr></table>	1.	Almar Village Parking Memo	2.	Encroachment Agmt - Almar Village Parking Lot Extension
1.	Almar Village Parking Memo				
2.	Encroachment Agmt - Almar Village Parking Lot Extension				

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

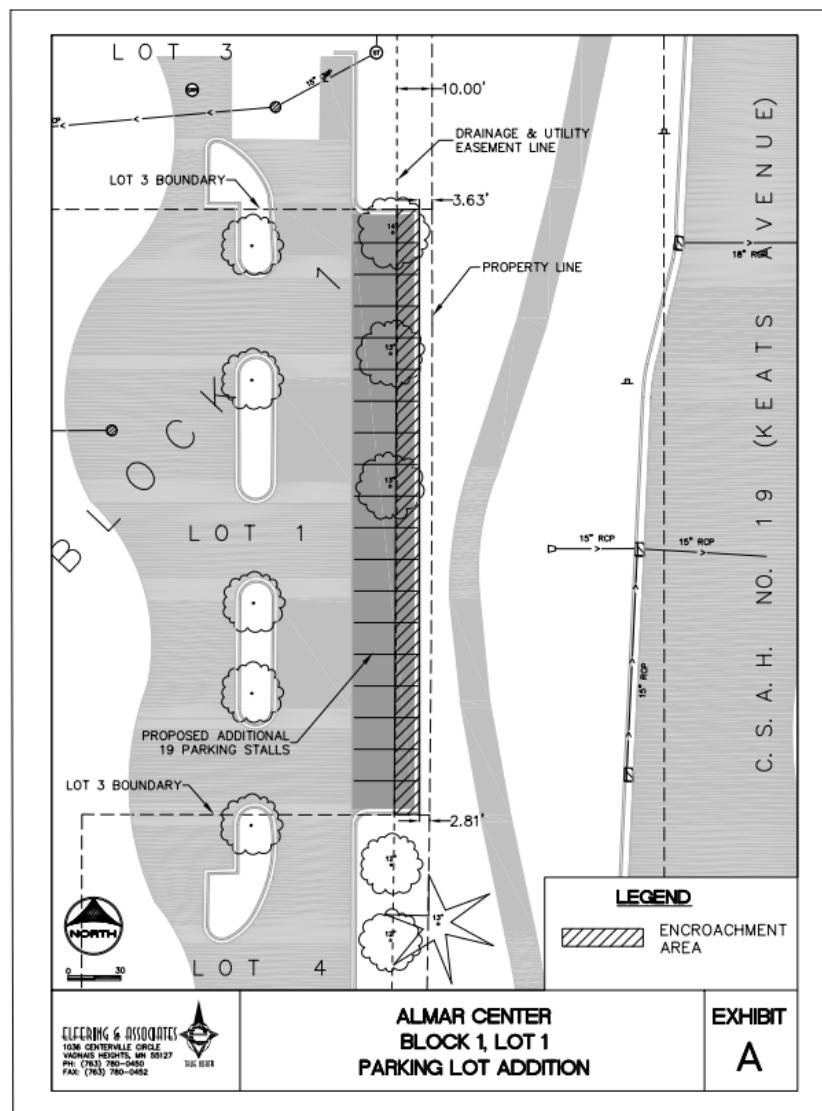
From: Crystal Raleigh, Assistant City Engineer

Date: August 20, 2025

Re: Almar Village Parking – Encroachment Agreement

Background

On August 6th, 2025, the City Council approved variances to allow the construction of additional parking in Almar Village to accommodate the addition of a restaurant within the strip mall. The approval was subject to the condition that the owner enter into an encroachment agreement with the City as the proposed parking will fall within an existing 10' drainage and utility easement as seen below.



Discussion

To address the parking stall encroachment, an Encroachment Agreement has been drafted and signed by the property owner and will be recorded to the property. Without this agreement allowing for the encroachment, it would be flagged by a title company during any future sale of the property.

Recommendation

It is recommended that the City Council approve the Encroachment Agreement for Almar Village Parking and appropriate officials are hereby authorized to sign the Encroachment Agreement to effectuate this action.

**AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS ON
LOT 1, BLOCK 1, ALMAR VILLAGE
IN THE CITY OF COTTAGE GROVE,
WASHINGTON COUNTY, MINNESOTA**

THIS AGREEMENT (“Agreement”) is made, entered into and effective this ____ day of _____, 2025, by and between the City of Cottage Grove, a Minnesota municipal corporation (“City”), and Almar Village, LLC, a Minnesota limited liability company (“Landowner”). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1. Terms. The following terms, unless elsewhere specifically defined herein, shall have the following meanings as set forth below.

1.2. City. “City” means the City of Cottage Grove, a Minnesota municipal corporation.

1.3. City Property. “City Property” means that certain Drainage and Utility Easement over the eastern 10 feet of Lot 1, Block 1 Almar Village, as depicted on the Plat of Almar Village and recorded as document number 3180895 in the Washington County Recorder’s Office, Washington County, Minnesota.

1.4. Construction Plan. “Construction Plan” means all of the plans, drawings specifications and surveys on file with the City, as amended and approved by the City Engineer, relating to Landowner Improvements, which are hereby incorporated by reference and made a part of this Agreement.

1.5. Landowner. “Landowner” means Almar Village, LLC, a Minnesota limited liability company, and their successors and assigns in interest.

1.6. **Landowner Property.** “Landowner Property” means the real property located in the City of Cottage Grove, Washington County, Minnesota legally described on Exhibit A, attached hereto and incorporated herein.

1.7. **Encroachment Area.** “Encroachment Area” means the real property, depicted on Exhibit B attached hereto and as detailed on the Construction Plan, to be used by Landowner for Landowner Improvements.

1.8. **Landowner Improvements.** “Landowner Improvements” means Landowner’s parking lot and related improvements, which will be located in the Encroachment Area on City Property, as depicted on Exhibit B attached hereto and as detailed on the Construction Plan.

1.9. **Maintain.** As used in this Agreement with respect to the Landowner Improvements, “Maintain” and derivations thereof means to upkeep and repair in accordance with relevant City ordinances and regulations applicable to such improvements.

ARTICLE 2 **RECITALS**

2.1. Landowner owns Landowner Property.

2.2. Landowner Property will require encroachment on City Property for Landowner Improvements so that the Landowner Property can extend their parking lot.

2.3. Subject to the terms of this Agreement, the City is willing to allow the Landowner Improvements to be placed within the Encroachment Area, on the condition the Landowner maintains Landowner Improvements.

ARTICLE 3 **AGREEMENTS**

3.1. **Construction And Maintenance Of Landowner Improvements.** Under the terms and conditions stated herein, Landowner, at its own cost, is hereby authorized by the City to make the Landowner Improvements in the Encroachment Area. The Landowner Improvements shall only be placed at the locations specified in the Construction Plan. The Landowner Improvements must be constructed according to the Construction Plan.

Landowner shall not place any other structures, retaining walls, irrigation systems, buildings, fences, landscaping, trees or shrubs in the Encroachment Area, except for the Landowner Improvements, without the City’s written consent.

After construction, Landowner, at its own expense, shall maintain and repair the Landowner Improvements.

3.2. City Not Responsible For Landowner Improvements. Nothing contained herein shall be deemed an assumption by the City of any responsibility for construction, maintenance, replacement or repair of the Landowner Improvements.

3.3. Continuing Right To Encroachment Area. Nothing contained herein shall be deemed a waiver or abandonment or transfer of the right, title and interest that the City holds to the Encroachment Area.

3.4. Subordinate Position Of Landowner Improvements. The Landowner Improvements are subordinate to the rights of the City in the Encroachment Area.

3.5. Risk Of Loss. Landowner understands and agrees that the Landowner Improvements within the Encroachment Area may be adversely affected by damage caused to Landowner Improvements arising out of the City's use of the Encroachment Area. The parties agree that the City is not responsible for such events; the City shall have no liability to Landowner for such events. Landowner assumes the risk of installing the Landowner Improvements in the Encroachment Area.

3.6. Emergency. The City shall not be required to give such notice if the City's engineer determines that an emergency exists. In such instance, the City, without giving notice to Landowner may perform the work and in such case the Landowner shall reimburse the City for the costs and expenses relating to the work. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged to the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility bills within the City.

3.7. Remedies. If the Landowner fails to perform its obligations under this Agreement, then the City may avail itself of any remedy afforded by law or in equity and any of the following non-exclusive remedies:

- (a) The City may specifically enforce this Agreement.
- (b) If Landowner fails to make payments under Section 3.6, then the City may certify to Washington County the amounts due as payable with the real estate taxes for Landowner Property in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Landowner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Landowner Property.

Further, as an alternate means of collection, if the written billing is not paid by the Landowner, the City, without notice and without hearing, may specially assess the Landowner Property for the costs and expenses incurred by the City. The

Landowner hereby waives any and all procedural and substantive objections to special assessments for the costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Landowner Property. The Landowner waives any appeal rights otherwise available pursuant to Minnesota Statute §429.081. The Landowner acknowledges that the benefit from the performance of tasks by the City equals or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Landowner Property.

No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

3.8. Indemnification. The Landowner shall indemnify, defend and hold the City, its council, agents, consultants, attorneys, employees and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to any of the following:

- (a) The Landowner Improvements;
- (b) Installation and maintenance of the Landowner Improvements;
- (c) Failure by the Landowner to observe or perform any covenant, condition, obligation or agreement on their part to be observed or performed under this Agreement; and
- (d) Use of the Encroachment Area for Landowner Improvements.

3.9. City Duties. Nothing contained in this Agreement shall be considered an affirmative duty upon the City to perform the Landowner's obligations contained in Article 3 if the Landowner does not perform such obligations.

3.10. No Third Party Recourse. Third parties shall have no recourse against the City under this Agreement.

3.11. Recording. This Agreement shall be recorded with the Washington County Recorder against both the Landowner Property and the Encroachment Area.

3.12. Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Landowner Property and City Property

3.13. Amendment And Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement and performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

3.15. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

3.1. Notice. Notice shall mean notices given by one party to the other if in writing and if and when delivered or tendered: (i) in person; (ii) by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, or (iii) by proper and timely delivery to an overnight courier service addressed by name and address to the party or person intended addressed as follows:

If to Landowner: Almar Village, LLC
Attention: _____
4590 Scott Trail, Suite 103
Eagan, MN 55122-4041

5

hours if sent via overnight courier service provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement the year and day first set forth above.

CITY:
CITY OF COTTAGE GROVE

Myron Bailey, Mayor

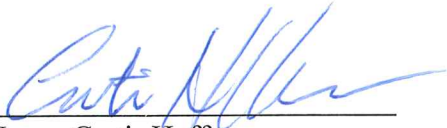
Tamara Anderson, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

On this ____ day of _____, 2025, before me a Notary Public within and for said County, personally appeared Myron Bailey and Tamara Anderson, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Clerk of the City of Cottage Grove, the municipality named in the foregoing instrument, and that said instrument was signed on behalf of said municipality by authority of its City Council and said Mayor and Clerk acknowledged said instrument to be the free act and deed of said municipality.

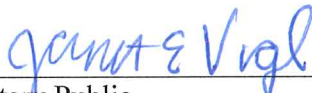
Notary Public

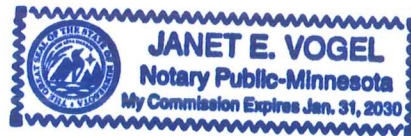
LANDOWNER:
ALMAR VILLAGE, LLC

By: 
Name: Curtis Hoffman
Its: Chief Manager

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me on 12th day of August, 2025, by Curtis Hoffman as the Chief Manager of Almar Village, LLC, a Minnesota limited liability company, on behalf of said limited liability company.


Notary Public



**This instrument drafted by
And after recording, please return to:**
Korine L. Land (#262432)
LeVander, Gillen & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
651-451-1831

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

Real property situated in the City of Cottage Grove, County of Washington, State of Minnesota,
legally described as:

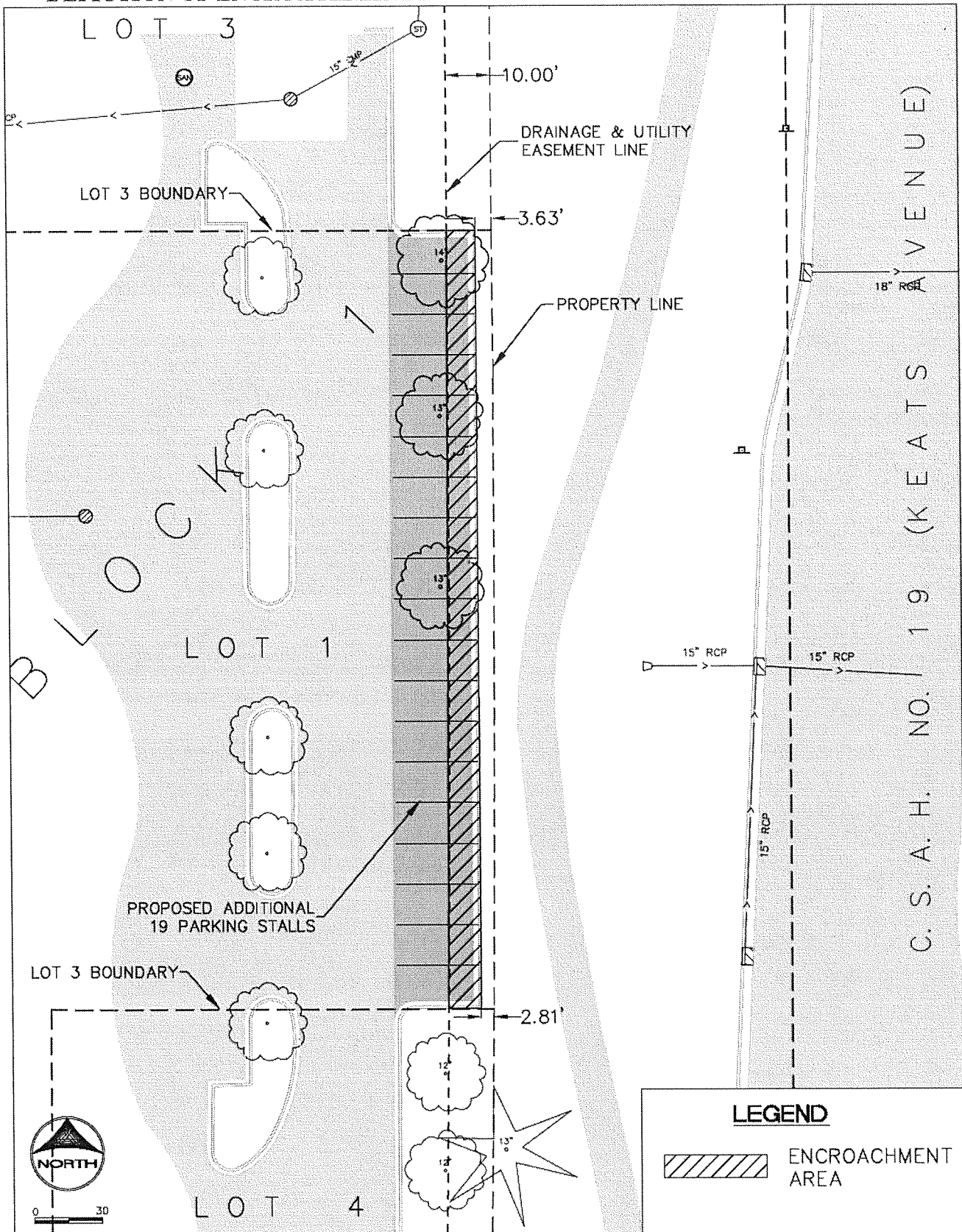
Lot 1, Block 1, Almar Village, Washington County, Minnesota.

Abstract Property

PID: 10.027.21.11.0083

EXHIBIT B

DEPICTION OF ENCROACHMENT AREA AND LANDOWNER IMPROVEMENTS



ELDERING & ASSOCIATES
 1036 CENTERVILLE CIRCLE
 VADNAIS HEIGHTS, MN 55127
 PH: (763) 780-0450
 FAX: (763) 780-0452



**ALMAR CENTER
 BLOCK 1, LOT 1
 PARKING LOT ADDITION**



City Council Action Request

7.J.

Meeting Date	8/20/2025				
Department	Engineering				
Agenda Category	Action Item				
Title	2025 Sewer Lining Change Order #1				
Staff Recommendation	Approve Change Order No. 1 to adjust the project substantial and final completion dates to October 17, 2025 and November 7, 2025, respectively.				
Budget Implication	N/A				
Attachments	<table><tr><td>1.</td><td>2025 Sewer Lining Project_CO1_08202025</td></tr><tr><td>2.</td><td>Change Order No 1 - signed</td></tr></table>	1.	2025 Sewer Lining Project_CO1_08202025	2.	Change Order No 1 - signed
1.	2025 Sewer Lining Project_CO1_08202025				
2.	Change Order No 1 - signed				



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

From: Paul Sponholz, P.E., City Engineer

Date: August 12, 2025

Re: 2025 Sewer Lining Project - Change Order #1

Background

On December 4, 2024, the City Council approved the 2025-2029 Capital Improvement Plan. The plan includes the annual lining of sewer mains and in 2024 and 2025, additional funding was set aside for lining a trunk sanitary sewer main that flows under Hwy 10/61.

On June 18, 2025, the project was awarded to Hydro-Klean, LLC in the amount of \$779,748.90.

Discussion

Per the contract documents, the substantial completion of the project is October 3, 2025, and final completion is October 24, 2025. Dates were set based on a typical timeline of similar type projects. However, due to supplier backlog, the delivery of the lining material is delayed. Based on the inability to get the liner in a reasonable amount of time, this Change Order changes the substantial completion date of the project to October 17, 2025 and the final completion date to November 7, 2025. Any additional payments or modifications of bid item unit prices for remobilization and/or rework required due to weather delays or close down over winter will not be granted. This Change Order will not result in any change to the contract value.

Recommendation

It is recommended that the City Council approve Change Order #1 for adjustments to the project substantial and final completion dates to October 17, 2025 and November 7, 2025, respectively.

CHANGE ORDER FORM

NO.: 1

Owner: City of Cottage Grove
Engineer: Bolton & Menk, Inc.
Contractor: Hydro-Klean, LLC
Project: 2025 Sewer Lining
Contract Name:
Date Issued: 08/7/2025

Owner's Project No.: 135821
Engineer's Project No.: 24X.135821
Contractor's Project No.:

Effective Date of Change Order: 08/7/2025

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

Description:

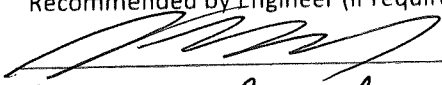
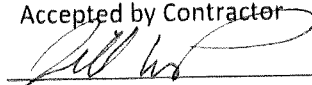
Due to supplier lead times on liner materials and the inability to get the liner in a reasonable amount of time, this Change Order Revises the substantial completion date of the project to October 17, 2025 and the final completion date to November 7, 2025. This Change Order will not result in any change to the contract value.

Attachments:

None

Change in Contract Price		Change in Contract Times [State Contract Times as either a specific date or a number of days]	
Original Contract Price:		Original Contract Times:	
\$ 779,748.90		Substantial Completion:	10/03/2025
		Ready for final payment:	10/24/2025
[Increase] [Decrease] from previously approved Change Orders:		[Increase] [Decrease] from previously approved Change Orders:	
\$ 0		Substantial Completion:	0
		Ready for final payment:	0
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 779,748.90		Substantial Completion:	10/03/2025
		Ready for final payment:	10/24/2025
[Increase] [Decrease] this Change Order:		Increase this Change Order:	
\$ 0		Substantial Completion:	14
		Ready for final payment:	14
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 779,748.90		Substantial Completion:	10/17/2025
		Ready for final payment:	11/07/2025

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Recommended by Engineer (if required)		Accepted by Contractor	
By:			
Title:	Construction Project Representative		Contracts Manager - Jill Warr
Date:	8/12/2025		8-11-2025
Authorized by Owner		Approved by Funding Agency (if applicable)	
By:			
Title:			
Date:			



City Council Action Request

7.K.

Meeting Date 8/20/2025

Department Public Works

Agenda Category Action Item

Title Salt Spreader Controls Purchase

Staff Recommendation Authorize staff to place the order for the Salt Spreader Controls for a total of \$208,008 from Towmaster Truck Equipment.

Budget Implication \$104,004 - South Washington Watershed District Grant, \$104,004 - 2025 Salt Savings Budget

Attachments

1.	Salt Spread Controls Memo
2.	97530 Cottage Grove all 12



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

From: Ryan Burfeind, PE, Public Works Director
Adam Moshier, Fleet and Facilities Manager

Date: August 12, 2025

Re: Salt Spreader Controls Purchase

Background

During the 2026-2027 budget workshops, staff provided information on the salt spreader controls purchase to City Council. It was recommended at that time, staff purchase the controls in 2025 with salt savings. This memo outlines the approval of that purchase.

Discussion

Cottage Grove has been working over the past five years to reduce salt usage during snowplow operations, while maintaining level of service.

This past spring, the South Washington Watershed District awarded a 2025 CCIP grant to pay for 50% of the purchase and install of new salting controls equipment. The project entails installing upgraded salt spreader controls on all 14 City snowplow trucks. The new system has more precise application rates based on road temperature so less salt will be used. The new controls and programming are produced by Force America; the specific system is the 6100 series. The two new City plow trucks under production will have this system, leaving twelve trucks to upgrade. The total cost to implement this upgrade is estimated at \$208,008.

Budget

The City will be moving to a full treated salt for the winter of 2025/2026, which will reduce our salt usage in an average winter by an additional 600 tons. The table below details the estimated salt savings per year, along with the cost to treat our salt, along with the resulting net budget savings. The treated salt cost is lower in 2026, due to our existing excess salt inventory, which will be fully treated in 2025. Due to back-to-back lower than average winters, staff are estimating a one-time budget savings for 2025 of \$150,000.

Year	Salt (Tons) w/o Reduction Programs	Salt (Tons) with Reduction Programs	Salt Reduction (Tons)	Salt Price/To n	Savings	Treated Salt Costs	Net Salt Budget Savings
2025							\$150,000
2026	3000	2300	700	\$101.00	\$70,700	\$(28,500)	\$42,200
2027	3000	2200	800	\$104.00	\$83,200	\$(42,900)	\$40,300

Staff is recommending to upgrade all twelve trucks in 2025, using the current year budget savings. The total cost to implement this upgrade is estimated at \$208,008. This would result in a City cost of \$104,004 and a South Washington Watershed District Grant of \$104,004, and still leave \$46,000 in savings in the 2025 salt budget.

The City is also getting a discount lower than the state contract price due to the quantity of salt spreader controls ordered.

Recommendation

It is recommended the City Council authorize staff to place the order for the Salt Spreader Controls for a total of \$208,008 from Towmaster Truck Equipment.



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355
PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517
TOWMASTERTRUCK.COM

Reference No.
QT 97530

**** QUOTATION ****

Ship To:	Cust: 3796	Phone:	Bill To:	Phone:
COTTAGE GROVE, CITY OF			COTTAGE GROVE, CITY OF	
8635 W POINT DOUGLAS RD S			8635 W POINT DOUGLAS RD S	
COTTAGE GROVE	MN 55016	USA	COTTAGE GROVE	MN 55016

ATTN:

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	JOSH PAULSON	NET 30 DAYS	7/31/25	7/31/25	0/00/00

Serial No.	
------------	--

Order Comments:	STATE OF MINNESOTA
	CONTRACT #267372

Qty	Part No.	Description	Price Ea.	Net Amt.
12	CUSTOM - Custom Equipment Pkg consisting of:		\$13,224.00	\$158,688.00
		FORCE AMERICA 6100-4-GEN5 ULTRA- CFG CONTROLLER (THIS INCLUDES 4		
		STICK CONTROL, FLOOR MOUNT, GRANULAR FEEDBACK HARNESS, WIRED ARC		
		SENSORS, (1) CAMERA HARNESS. **This is not contract pricing due to		
		quantity discount.		
12	SERVICE JOB - T - Misc parts and labor for:		\$3,650.00	\$43,800.00
		TO REMOVE OLD CIRRRUS SYSTEM AND INSTALL NEW FORCE AMERICA 6100 SYSTEM		
		INTO USED TRUCK WIRING MOUNTING, AND DISPOSAL OF OLD UNITS, ANY MISC		
		PARTS AND LABOR COMPLETE		
12	9906135 - Control Add-on Force Push-Button Shifter Mounting Brkt &		\$460.00	\$5,520.00
	Relocate on ULTRA Arm			

Accepted by

Date

Price: \$208,008.00

Total Discounts:

Net Cost: \$208,008.00

Freight

Total: \$208,008.00

General Terms and Conditions for the Sale of Goods by Subsidiaries of ASH North America, Inc

1. SCOPE AND VALIDITY

1.1. These General Terms and Conditions for the Sale of Goods (these "Terms") govern the sale and delivery of all goods and products (the "Products"), and all transactions incidental thereto, by such subsidiary of ASH North America, Inc. identified on the respective Confirmed Order (as defined below) as the seller or supplier ("Seller") to any of its customers (each a "Customer"). The liability of each such subsidiary under these Terms or any Confirmed Order shall be several and not joint. Customer acknowledges and agrees that nothing in these Terms or any Confirmed Order shall be construed as implying joint liability in any case of ASH North America, Inc. or any of its subsidiaries. Each Seller shall be solely responsible for its own acts or omissions under the respective agreement with Customer.

1.2. No other terms or conditions shall be of any force or effect unless otherwise specifically agreed upon by Seller in a writing duly executed by an authorized officer of Seller. These Terms supersede any and all prior oral quotations, communications, agreements, or understandings of the parties in respect to the sale and delivery of the Products. The Seller may issue additional Terms and Conditions of Sale for certain products. These shall apply in addition to the present Terms. Any additional or different terms or conditions contained in Customer's Order (as defined below), response to Seller's confirmation, or any other form or document supplied by Customer are hereby expressly rejected and are rendered null, void, and of no effect. These Terms may not be modified, amended, waived, superseded, or rescinded, except by written agreement signed by an authorized officer of Seller. Delivery of the Products by Seller does not constitute acceptance of any of Customer's terms and conditions and do not serve to modify or amend these Terms.

1.3. The issuance of an Order (as defined below) by Customer to Seller or any communication or conduct of Customer which confirms an agreement for the delivery of Products by Seller, as well as acceptance in whole or in part by Customer of any delivery of Products by Seller, shall be construed as Customer's acceptance of these Terms.

2. OFFERS, ORDERS AND CONFIRMATION

2.1. Unless otherwise specified by Seller in writing, all offers made by Seller are not binding and may be revoked by Seller at any time without any liability to Customer.

2.2. Customer shall issue to Seller orders for the purchase of Products, in written form via the order process determined by Seller from time to time (each, an "Order"). By issuing an Order to Seller, Customer makes an offer to purchase the Products pursuant to these Terms and the terms set forth on such Order. Provided that the Order contains the same terms as in Seller's corresponding offer, the Order shall be binding on Customer for six (6) weeks after Seller's receipt of such Order.

2.3. Seller may refuse an Order for any or no reason. No Order is binding upon Seller until Seller's acceptance of the Order in writing, the issuance of any governmental permit, license, or authority to Seller, as may be required under applicable laws, rules and regulations, and the receipt by Seller of a resale license to be provided by Customer (a "Confirmed Order").

2.4. Specifications and other information on drawings, data sheets, pictures, plans, brochures, catalogs, or Seller's website shall not be binding on Seller unless such specifications and information have been agreed to in writing by Seller in a Confirmed Order. Notwithstanding a Confirmed Order, Seller shall have no obligation to deliver Products to Customer or otherwise fulfill any of its obligations set forth in a Confirmed Order if Customer is in breach of any of its obligations hereunder or any Confirmed Order.

2.5. Customer may submit to Seller written requests to change the terms of a Confirmed Order (each such request, a "Change Order Request"). Seller may, at its sole discretion, consider such Change Order Request, provided that Seller will have no obligation to perform any Change Order Request unless and until Seller has agreed in writing to adopt such Change Order Request. If Seller elects to consider such a Change Order Request, then Seller shall promptly notify Customer of any adjustment to the applicable purchase price for the Products.

2.6. In the event Customer cancels any Confirmed Order for any reason, Customer shall reimburse to Seller all of Seller's costs and

expenses associated with or incurred due to such cancellation, including but not limited to the cost of raw materials, labor, and storage if cancellation occurs before Seller's commencement of production. In the event Customer cancels any Confirmed Order for any reason and Seller has started the production of the Product on the respective Confirmed Order, Customer shall pay to Seller the full purchase price.

2.7. Each Confirmed Order shall be considered a separate agreement between the parties, and any failure to deliver the Products under any Confirmed Order shall have no consequences for other deliveries of Products.

3. PRICES

3.1. Unless otherwise agreed to by the parties in the applicable Confirmed Order, the prices of the Products shall be FCA (agreed delivery location on the applicable Confirmed Order), Incoterms 2022.

3.2. Unless otherwise agreed by the parties in a Confirmed Order, the price of the Products shall not include transportation, insurance, packaging, and Tooling (as defined below) and other materials used for the manufacturing and delivery, sales or Heavy Vehicle Use Tax (HVUT), other use tax or any other similar applicable federal, state or foreign taxes, duties, levies, or charges in any jurisdiction in connection with the sale or delivery of the Products ("Taxes"). Such Taxes shall be payable by Customer, and if Seller is responsible for the collection thereof, such Taxes shall either be added to the price invoiced or be separately invoiced by Seller to Customer. Any special requests concerning shipping, transportation, and insurance shall be communicated to Seller in a timely manner and subject to Seller's prior written approval. Customer shall bear all costs resulting from such requests. In case of lead delivery times of more than two (2) months, Customer hereby acknowledges and agrees that Seller, may, at its sole discretion, increase or decrease the agreed prices on any Confirmed Order in the event of material price changes in wages, materials, energy or raw material after the date of the Confirmed Order.

4. PAYMENT TERMS

4.1. Except as set forth in Section 4.2 or unless otherwise agreed in writing by Seller, the purchase price for the Products and all other amounts due under a Confirmed Order shall be due and payable in US dollars within thirty (30) days following the date of Seller's invoice for such Products without any discount, deduction or offset whatsoever. In no event shall any loss, damage, injury or destruction, Force Majeure (as defined below), or any other event beyond Customer's control release Customer from its obligation to make the payments required herein. Payment of all amounts due hereunder shall be made by bank transfer or in any other manner set forth on Seller's invoice. Customer shall be solely responsible for any bank fees, or other fees, incurred due to the wire transfer or any other selected payment method. If Seller agrees to payment by credit card, Seller shall charge an appropriate transaction fee, which the Customer shall also pay.

4.2. In the event Seller becomes aware of circumstances or has reason to believe that there are circumstances that may have an adverse effect on Customer's financial condition, Seller may require the Customer to pay the total amount of the purchase price or fees, or a portion thereof prior to the delivery of the Products. Seller may, without any liability to Customer, refuse the delivery of any Product in the event the Customer fails to make the payment as required under this Section 4.2.

4.3. Time is of the essence for the payment of all amounts due to Seller under any Confirmed Order. If Customer fails to make payments of any amount when due, Customer shall pay interest to Seller at the rate of one percent (1%) per month or such lesser amount as may be permitted by applicable law starting from the due date until payment to Seller of such amount in full. In addition to the interest, Seller may, at its sole discretion, charge the Customer a flat fee of \$40 for each reminder notice issued to Customer due to late payments. If Customer fails to comply with these Terms or a Confirmed Order, or if Customer becomes insolvent, all balances then due and owing to Seller shall become due immediately, notwithstanding any payment terms agreed by the parties. All costs and expenses incurred by Seller with respect to the collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, and other expenses of litigation) shall be borne by Customer. Every payment by Customer shall first be

applied to pay for Seller's cost of collection, then interest owed by Customer, and then to the oldest outstanding claim.

4.4. Notwithstanding anything in the foregoing Section 4.3 or Section 5, if the parties agreed on installment payments in a Confirmed Order and Customer fails to make any installment payment when due, the remaining balance including accrued interest, and any expenses incurred by Seller shall be due and payable to Seller promptly upon Customer's receipt of written notice of delinquency from Seller.

5. SECURITY INTEREST

5.1. If Seller extends credit to Customer for the purchase price for any Products (including but not limited to pursuant to Section 4.1.), or any other amounts due to Seller, Customer hereby grants to Seller as security for the timely payment and performance of all Customer's payment obligations to Seller, a first priority security interest (the "Security Interest") in all Products heretofore or in the future delivered to Customer and in the proceeds thereof for as long as such Products shall not have been sold by Customer in the ordinary course of business (the "Collateral"). Seller shall be entitled to file any and all financing, continuation, or similar statements under the Uniform Commercial Code in any jurisdiction and take any and all other action necessary or desirable, in Seller's sole and absolute discretion, to perfect its Security Interest in the Collateral and to establish, continue, preserve, and protect Seller's Security Interest in the Collateral. Customer agrees to take any and all actions and provide Customer with all information necessary to enable Seller to perfect and enforce its Security Interest in all jurisdictions and vis-à-vis any of Customer's creditors, and hereby irrevocably grants to Seller a power of attorney to execute all necessary statements or documents in Customer's name for the perfection and enforcement of such Security Interest. The Security Interest shall remain in force until payment in full of the entire purchase price for such Products, and any other amounts due to Seller by Customer. Seller may, without notice, change or withdraw extensions of credit at any time.

6. OBLIGATIONS OF CUSTOMER

6.1. Customer shall use the Products solely for their intended purpose and pursuant to Seller's instructions, and agrees to use only qualified personnel for the handling of the Products. Customer shall ensure that its customers, employees, agents, and other representatives comply with this Section 6.1. and shall be responsible for their acts and omissions.

7. DELIVERY AND ACCEPTANCE

7.1. Unless otherwise agreed in writing by Seller, all deliveries of Products shall be made FCA (agreed delivery location) (Incoterms 2020) and title to and risk of loss for the Products shall pass to Customer upon delivery pursuant to this Section 7.1.

7.2. Any delivery and performance times or dates communicated by or on behalf of Seller are estimates and shall not be binding on Seller. Seller may make partial delivery of Products to be delivered under any Confirmed Order and invoice Customer separately for such partial deliveries or performance. If Customer has not received the Products after six (6) weeks from the estimated delivery date, Customer may make a written request to Seller for delivery. Customer hereby acknowledges and agrees that the actual delivery date of the Products is conditioned upon the complete, accurate and timely delivery of materials from Seller's vendors and suppliers. No delay in delivery of any Products shall relieve Customer of its obligation to accept the delivery or performance thereof and make payments of any amounts due in accordance with these Terms, including but not limited to delays caused governmental restrictions on exports or imports and similar measures.

7.3. Customer's failure to accept the delivery of Products pursuant to a Confirmed Order shall not release or excuse Customer from its obligation to timely pay all amounts due in connection with such Confirmed Order. The Products shall be deemed delivered at the time they have been made available to Customer. If Customer rejects or revokes acceptance of Products, or fails to pay any amounts when due, Seller, in its sole and absolute discretion, may extend the period of delivery of Products by such period as Seller may deem reasonable with such period not exceeding three (3) months from the agreed delivery date, or withhold or cancel delivery of any Products, or cancel any or all Confirmed Orders without any further obligations to Customer whatsoever.

In such event, Customer shall be responsible for any and all costs and expenses incurred, or damages or losses suffered by Seller in connection with any such delay notwithstanding any action or inaction by Seller with regard to such delay. Any remaining Products that have not been accepted by Customer within the extended delivery period determined by Seller will be delivered and invoiced by Seller to Customer and Customer agrees to accept such delivery and pay for the purchase price and other amounts payable for the delivered Products.

8. EXAMINATION AND CONFORMITY TO ORDER

8.1. Promptly upon receipt of any Products, Customer shall conduct a full and complete inspection of such Products as to any defects and to confirm compliance with all requirements of the applicable Confirmed Order. Customer shall notify Seller in writing of any packaging defects, apparent defects, or non-compliance of such Products with the applicable Confirmed Order that Customer has or could reasonably have discovered during such inspection within seven (7) days from the date of receipt of such Products, and Customer shall notify Seller in writing within three (3) days of the date on which Customer shall first have become aware of any hidden defect or non-compliance which could not reasonably have been discovered during Customer's initial inspection of the Products. Such notification shall include reasonable details (including images) on the alleged defects including lot, batch, or Order numbers.

8.2. If Customer fails to timely notify Seller of any defects or other non-compliance of any Products delivered or Customer (or its customers, employees, agents, or representatives) uses, destroys, or modifies any Products that Customer knows or should have known to be defective or non-compliant without Seller's prior written consent, Customer shall be deemed to have unconditionally accepted such Products and waived all of its claims for breach of warranty or otherwise in respect of such Products.

8.3. Customer may only return the Products to Seller with Seller's prior written approval. If the return has been approved by Seller, Customer shall return the Products to Seller at Customer's sole risk and expense to the destination directed by Seller.

8.4. Complaints of Customer in connection with the shipping or transport shall be directed to the carrier promptly upon receipt of the delivery or the freight documents.

9. LIMITED PRODUCT WARRANTY

9.1. Seller warrants to Customer that the Products will be free of defects in material and workmanship and conform with the requirements set forth in the applicable Confirmed Order for a period of twelve (12) months from the date of delivery for new business Products and ninety (90) days for after sales Products. (the "Limited Product Warranty").

9.2. Unless expressly agreed to in writing by Seller, Seller makes no warranty that the Products comply with applicable law, regulations, or specifications in any jurisdiction in which the Products may be used, integrated or incorporated. Any governmental or other approvals necessary in connection with the use, integration or incorporation of the Products shall be Customer's sole responsibility.

9.3. The Limited Product Warranty shall be void if the Defect (as defined below) resulted from (a) improper or inadequate use, storage, handling, operation, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following delivery of the Product, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

9.4. In the event of an alleged breach of the Limited Product Warranty (a "Defect"), Customer shall, at Customer's sole expense, send the Product to Seller. Seller shall conduct the necessary tests on such Product within a reasonable period. If Seller confirms the Defect, Sellershall, at its sole option and discretion, repair or replace the Defective Product. If the repair or replacement of the Defective Product is commercially unreasonable to Seller, Seller may, at its sole discretion, issue a refund to Customer in the amount Seller deems adequate. Such repair, replacement, or refund shall be the sole liability of Seller and the sole remedy of Customer with respect to a Defect. In no event shall any warranty claims for a Defect be made after twelve (12) months from the date of Customer's receipt of the Products. Any Products or parts returned to Seller for removal or repair under this Section 9.4 shall be the property of Seller. Any applicable Limited Product Warranty period shall not start anew with the repair or replacement of the Defective Product (or any portion thereof).

9.5. Except for Limited Product Warranty, SELLER HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. Seller makes no other warranties with respect to the Products, and no person is authorized to make any warranties on behalf of Seller that are inconsistent with the warranties set forth under this Section 9.

10. LIMITATION OF LIABILITY

10.1. IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER, ITS CUSTOMERS, EMPLOYEES, AGENTS, AND OTHER REPRESENTATIVES FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, OR USE, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OF THE TERMS CONTAINED HEREIN, SELLER'S LIABILITY FOR ANY CLAIM WHETHER BASED UPON CONTRACT, TORT, EQUITY, NEGLIGENCE, OR ANY OTHER LEGAL CONCEPT SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PRODUCTS, GIVING RISE TO SUCH CLAIM. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THESE TERMS FAIRLY ALLOCATE THE RISKS BETWEEN SELLER AND CUSTOMER, THAT SELLER'S PRICING REFLECTS THIS ALLOCATION OF RISK, AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, SELLER WOULD NOT HAVE ENTERED INTO AN AGREEMENT WITH CUSTOMER FOR THE SALE OF THE PRODUCTS.

10.2. Seller shall not be liable for, and Customer assumes responsibility and shall indemnify, defend, and hold Seller harmless for any and all claims, including without limitation claims for personal injury or property damages, resulting from (a) the improper or inadequate use, storage, handling, operation, assembly, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, or repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following the delivery of the Products, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, or (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

10.3. In jurisdictions that limit or preclude limitations or exclusion of remedies, damages, or liability, such as liability for gross negligence or willful misconduct or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages, or liability set forth in these Terms are intended to apply to the maximum extent permitted by applicable law, and these Terms shall be deemed amended to comply with such limitations or exclusions. Customer may also have other rights that vary by state, country or other jurisdiction.

11. CONFIDENTIALITY

11.1. "Confidential Information" means: (i) any know-how, trade secrets, and other business or technical information of Seller that is confidential or proprietary or due to its nature or under the circumstances of its disclosure the Customer knows or has reason to know should be treated as confidential or proprietary, including but not limited to quotations, drawings, project documentation, samples and models.

11.2. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault or breach of these Terms by the Customer; (ii) is rightfully known by the Customer at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the Customer without use of Seller's Confidential Information; (iv) is rightfully received by the Customer from a third party without restriction on use or disclosure; or (v) is disclosed with Seller's prior written approval.

11.3. Customer shall not use Seller's Confidential Information except as necessary to use the Products and will not disclose such Confidential Information to any third party except to those of its employees, agents, subcontractors, or representatives who have a bona fide need to know such Confidential Information to enable Customer to use the Products; provided that each such employee, agent, subcontractor, and/or representative is/are bound by a written agreement that contains use and nondisclosure restrictions not less stringent than the terms set forth in this Section 11.3. The Customer will employ all reasonable steps to protect Seller's Confidential Information from unauthorized use or disclosure, including, but not limited to, all steps that it takes to protect its own information of like importance. The foregoing obligations will not restrict the Customer from disclosing Seller's Confidential Information: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the Customer gives reasonable notice to Seller to contest such order or requirement; (ii) to its legal or financial advisors; and (iii) as required under applicable securities regulations.

11.4. In the event of a violation or threatened violation of Customer's obligations under this Section 11, Seller shall be entitled to seek equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance and any other relief that may be available from any court, without the requirement to secure or post any bond, or show actual monetary damages in connection with such relief. These remedies shall not be deemed to be exclusive but in addition to all other remedies available under these Terms, at law, or in equity.

12. INTELLECTUAL PROPERTY

12.1 Seller reserves the sole and exclusive ownership of the intellectual property rights in the Products (including but not limited to the technology used to manufacture the Products) and any improvements thereof regardless of inventorship or authorship. Customer shall not (and shall cause its employees, agents, representatives and customers to not) reverse engineer, decompile, disassemble, or decode any of Seller's intellectual property embedded or used in any of the Product.

13. FORCE MAJEURE

13.1. Seller shall not be responsible for any failure or delay in its performance under these Terms due to causes beyond its reasonable control, including, but not limited to, disruptions of the public power supply, communications, and transportation infrastructure, governmental measures, malware or hacker attacks, fire, extraordinary weather events, epidemics, pandemics (or any government restrictions implemented as a result thereof), nuclear and chemical accidents, earthquakes, war, terrorist attacks, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, or other acts of God.

14. MISCELLANEOUS

14.1. If any provision contained in these Terms or any Confirmed Order is held by final judgment of a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalid, illegal, or unenforceable

provision shall be severed from the remainder of these Terms or such Confirmed Order, and the remainder of these Terms or such Confirmed Order shall be enforced. In addition, the invalid, illegal, or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in these Terms, such modification being made to the minimum extent necessary to render such provision valid, legal, and enforceable.

14.2. Seller may assign its rights and/or delegate its liabilities under any Confirmed Order at any time. Customer may not assign its rights or delegate its responsibilities under a Confirmed Order without Seller's prior written consent.

14.3. Seller's waiver of any breach or violation of these Terms or the provisions of any Confirmed Order by Customer shall not be construed as a waiver of any other present or future breach or breaches by Customer.

14.4. The parties hereto are independent contractors and nothing in these Terms will be construed as creating a joint venture, partnership, employment, or agency relationship between the parties.

14.5. Notices by a party regarding the exercise of rights and obligations under these Terms must be signed by authorized representatives of such party, and delivered via courier, mail, or e-mail to the other party's address indicated in the applicable Confirmed Order, provided that a notice by e-mail shall only be validly given if receipt thereof is acknowledged in writing by the recipient.

15. ENTIRE AGREEMENT; CONFLICTS.

15.1. These Terms, including the applicable Confirmed Order, constitute the entire and exclusive agreement of the parties regarding the subject matter hereof and supersede any and all prior or contemporaneous agreements, communications, and understandings (both written and oral) regarding such subject matter. In the event of a conflict between the provisions of these Terms and the provisions of a Confirmed

Order, the provisions of the Confirmed Order will govern and control. Seller may amend or modify these Terms from time to time. Seller may, at its sole discretion, provide Customer with written notice of any such changes, revisions, amendments, or modifications, provided, however that any such changes, revisions, amendments, or modifications shall become effective without any further action by any party and that they shall not apply to any Confirmed Order prior to the effective date of such changes, revisions, amendments, or modifications.

16. APPLICABLE LAW AND JURISDICTION

16.1. These Terms and the Confirmed Orders shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule that would defer to or cause the application of the substantive laws of any jurisdiction other than Wisconsin. The parties hereby expressly exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

16.2. Any dispute, controversy, or claim arising out of or relating to these Terms and any Confirmed Order, including but not limited to the execution, performance, or termination thereof or to any issue of liability arising out of the performance of these Terms or any Confirmed Order, which the parties have not been able to settle amicably shall be submitted to the exclusive jurisdiction of the state or federal courts with jurisdiction in the County of Calumet, Wisconsin, provided that notwithstanding the foregoing, Seller shall be entitled to seek specific performance and injunctive relief in any court of competent jurisdiction. Each party hereby waives any and all claims, pleas, or defenses (including without limitation a plea for forum non conveniens) that would permit such party to seek the jurisdiction of any courts or arbitration tribunals other than those set forth in the preceding sentence.

16.3. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS.



City Council Action Request

7.L.

Meeting Date	8/20/2025				
Department	Finance				
Agenda Category	Action Item				
Title	Declaring the Official Intent to Bond for the Oltman Park Project				
Staff Recommendation	Approve Resolution 2025-117, Declaring the official intent to bond for the Oltman Park Project				
Budget Implication	N/A				
Attachments	<table><tr><td>1.</td><td>CC Memo Reimbursing Resolution-Oltman Park Project</td></tr><tr><td>2.</td><td>2025-117 Reimbursing Resolution Oltman Park Project</td></tr></table>	1.	CC Memo Reimbursing Resolution-Oltman Park Project	2.	2025-117 Reimbursing Resolution Oltman Park Project
1.	CC Memo Reimbursing Resolution-Oltman Park Project				
2.	2025-117 Reimbursing Resolution Oltman Park Project				



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

From: Brenda Malinowski, Finance Director

Date: August 20, 2025

Subject: Intent to Issue Bonds for Oltman Park Project

Background

A reimbursement resolution is required to issue tax exempt bonds per regulations adopted by the Secretary of the Treasury of the United States of America when costs are to be reimbursed with a future bond issue. The Oltman Park Project estimated at \$3,000,000 will be funded with a \$350,000 grant from the Minnesota Department of Natural Resources and city funds. The City portion will be funded with the Park Trust Fund and bonds. Since the project is occurring in 2025, but the bonds will not be issued until 2026, a reimbursement resolution is necessary. The 1st contractor payment is included in the disbursement register in the Council Packet, so the reimbursement resolution is necessary at this time.

Recommendation

Approve Resolution 2025-117, Declaring the official intent of the City of Cottage Grove to reimburse certain expenditures from the proceeds of bonds to be issued by the City for the Oltman Park Project.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2025-117

**DECLARING THE OFFICIAL INTENT OF THE CITY OF
COTTAGE GROVE TO REIMBURSE CERTAIN
EXPENDITURES FROM THE PROCEEDS OF BONDS
TO BE ISSUED BY THE CITY**

WHEREAS, the Internal Revenue Service has issued Treas. Reg. § 1.150-2 (the “Reimbursement Regulations”) providing that proceeds of tax-exempt bonds used to reimburse prior expenditures will not be deemed spent unless certain requirements are met; and

WHEREAS, the City of Cottage Grove Minnesota (the “City”) expects to incur certain expenditures that may be financed temporarily from sources other than bonds, and reimbursed from the proceeds of tax-exempt bonds; and

WHEREAS, the City has determined to make this declaration of official intent (the “Declaration”) to reimburse certain costs from proceeds of bonds in accordance with the Reimbursement Regulations.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COTTAGE GROVE, MINNESOTA AS FOLLOWS:

1. The City proposes to bond for the following project (together, the “Project”)
 - Oltman Park Project
2. The City reasonably expects to reimburse the expenditures made for certain costs of the Project from the proceeds of bonds in an estimated maximum principal amount of \$2,300,000. All reimbursed expenditures will be capital expenditures, costs of issuance of the bonds, or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Reimbursement Regulations.
3. This Declaration has been made not later than 60 days after payment of any original expenditure to be subject to a reimbursement allocation with respect to the proceeds of bonds, except for the following expenditures: (a) costs of issuance of bonds; (b) costs in an amount not in excess of \$100,000 or 5 percent of the proceeds of an issue; or (c) “preliminary expenditures” up to an amount not in excess of 20 percent of the aggregate issue price of the issue or issues that finance or are reasonably expected by the City to finance the Project for which the preliminary expenditures were incurred. The term “preliminary expenditures” includes architectural, engineering, surveying, bond issuance, and similar costs that are incurred prior to commencement of acquisition, construction, or rehabilitation of the Project, other than land acquisition, site preparation, and similar costs incident to commencement of construction.
4. This Declaration is an expression of the reasonable expectations of the City based on the facts and circumstances known to the City as of the date hereof. The anticipated original expenditures for the Project and the principal amount of the bonds described in paragraph 2 are consistent with the City’s budgetary and financial circumstances. No sources other than proceeds of bonds to be issued by the City are,

or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside pursuant to the City's budget or financial policies to pay such Project expenditures.

5. This Declaration is intended to constitute a declaration of official intent for purposes of the Reimbursement Regulations.

Adopted by the City Council of the City of Cottage Grove, Minnesota, this 20th day of August 2025.

Myron Bailey, Mayor

ATTEST:

Tamara Anderson, City Clerk



City Council Action Request

7.M.

Meeting Date 8/20/2025

Department Administration

Agenda Category Action Item

Title Intrepid Fiber Agreement

Staff Recommendation Approve the Agreement with Intrepid Fiber.

Budget Implication N/A

Attachments	1.	Council Memo 8-20-25
	2.	13469300_#161672882v2_Cottage Grove Settlement Agreement Executable



To: Honorable Mayor Bailey and Members of the City Council
From: Kori Land, City Attorney
Date: August 20, 2025
Subject: Intrepid Fiber

BACKGROUND

Intrepid Fiber filed a Petition with the FCC seeking a declaration that it is a telecommunications carrier and therefore is allowed to have infrastructure in the City's rights of way. The City and Intrepid have worked out an arrangement that will result in the withdrawal of the Petition.

ACTION REQUESTED:

Approve Agreement with Intrepid Fiber

**AGREEMENT
BETWEEN
CITY OF COTTAGE GROVE
AND
INTREPID BIF IV OPCO, LLC, d/b/a INTREPID FIBER**

WHEREAS, Intrepid BIF IV OpCo, LLC (“Intrepid Fiber”) is a licensed telecommunications operator that holds a Certificate of Authority to Provide Local Niche Services from the Minnesota Public Utilities Commission; and

WHEREAS, the City of Cottage Grove (“City”), a Minnesota municipal corporation, has declined to issue certain permits requested by Intrepid Fiber for construction of its facilities in the public rights-of-way of the City; and

WHEREAS, Intrepid Fiber has filed a Petition for Declaratory Ruling and Preemption with the Federal Communications Commission (the “FCC Petition”) seeking a declaration that the City’s refusal to issue permits is an unlawful barrier to entry by telecommunications carriers in violation of 47 U.S.C. § 253(a); and

WHEREAS, Intrepid Fiber and the City now wish to resolve their dispute amicably on terms that permit Intrepid Fiber reasonable and non-discriminatory access to the City’s public rights-of way;

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

1. The City will accept and process permit applications from Intrepid Fiber on a non-discriminatory basis, subject to the same requirements and processes as apply to permit applications from other telecommunications network operators.

2. Intrepid Fiber will comply with all applicable ordinances, regulations, and policies of the City regarding permit fees, permit content, construction and restoration practices, and other requirements for access to the public rights-of-way, all of which shall be applied on a non-discriminatory basis. Without limiting the foregoing, Intrepid Fiber agrees to:

- (a) Weekly meetings with City designated staff throughout construction.
- (b) Physical signage in neighborhood not less than 2 days prior to putting white flags out.
- (c) Door hangers/resident notification (approved by City) to be delivered not more than 2 days prior to putting white flags out and not less than 7 days prior to digging.
- (d) Record plans upon completion of each neighborhood, noting deviations from plan locations.
- (e) Return phone calls to resident complaints within 24 hours. (Meet homeowners onsite within 72 hours upon request of City Engineer.)

(f) Minimize number of crossings under the road. Design with H pattern to serve no fewer than 12 homes on each side of the crossing.

(g) Backfill holes according to City specifications.

3. Intrepid Fiber will provide the City with:

(a) Management Costs Escrow: A \$25,000 cash escrow (the “Management Costs Escrow”) with its first right-of-way permit application, which shall be used by the City as security for any material defaults by Intrepid Fiber of compliance with all lawful orders, permits and directions of the City, that are not remedied after thirty (30) days prior written notice to Intrepid Fiber. The City will provide notice and support for draws against the escrow each month. When the escrow balance falls below \$2,000, Intrepid Fiber shall replenish the escrow to its original balance of \$25,000. Any balance remaining on the escrow will be returned to Intrepid Fiber at the substantial completion of the construction of its facilities within the City. The Management Costs Escrow shall not be used as payment for any permit fees required pursuant to any City ordinance.

(b) Restoration Costs Escrow: A \$50,000 cash escrow (the “Restoration Costs Escrow”) with its first right-of-way permit application, which shall be used by the City to repair any damages to public or private property that are not remedied after five (5) days’ written notice to Intrepid Fiber, or such longer period of time as may be approved by the City Engineer, that is caused by Intrepid Fiber or any subcontractor in the course of their work contemplated in this Agreement. When the Restoration Costs Escrow balance falls below \$2,000, Intrepid Fiber shall replenish the escrow to its original balance of \$50,000. Any balance remaining on the Restoration Costs Escrow will be returned to Intrepid Fiber at the substantial completion of the construction of its facilities within the City.

4. Nothing in this Agreement is intended to limit the City’s authority to manage the use and occupancy of public rights-of-way in accordance with applicable law, provided that any restrictions or conditions on such use and occupancy are applied in a non-discriminatory manner to Intrepid Fiber and other present and future users of the rights-of-way.

5. Intrepid Fiber will withdraw the FCC Petition no later than the second business day following the execution of this Agreement by both parties.

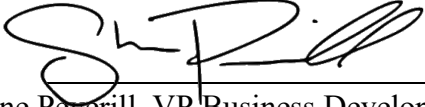
CITY OF COTTAGE GROVE

By: _____
Myron Bailey, Mayor

By: _____
Tamara Anderson, City Clerk

Date: _____

BIF IV INTREPID OPCO, LLC

By: 
Shane Peverill, VP Business Development

Date: August 19, 2025



City Council Action Request

8.A.

Meeting Date 8/20/2025

Department Finance

Agenda Category Action Item

Title Approve Disbursements

Staff Recommendation Approve disbursements from 08-01-2025 to 08-14-2025 in the amount of \$3,719,117.56.

Budget Implication N/A

Attachments

1.	Expense Approval Report 8-20-25 Council Meeting
2.	Payroll Check Register 08-20-25 Council Meeting



City Council Action Request

9.A.

Meeting Date 8/20/2025

Department Finance

Agenda Category Action Item

Title Public Hearing for issuance of conduit multifamily housing revenue bonds-Real Estate Equities, LLC

Staff Recommendation 1) Hold a Public Hearing on the Housing Program, the Bonds, and the Interim Loan. 2) Adopt Resolution, 2025-118, Adopting the Housing Program, approving a public hearing, authorizing an interim loan and the issuance of a taxable interim note for a multifamily housing development, and approving and authorizing execution of documents.

Budget Implication N/A

Attachments

1.	CC Memo Conduit Debt Recycled Bonds
2.	Cottage Grove 2025 Housing Revenue Bonds - Letter re PH and Interim Loan Approval
3.	Resolution 2025-118 Adopt Housing Program, authorize interim loan and interim note, and approve execution of documents for Real Estate Equities
4.	Cottage Grove 2025 Housing Program
5.	Cottage Grove - Interim Loan Agreement
6.	Cottage Grove - Taxable Note (Recycling Volume Cap)
7.	Cottage Grove 2025 Housing Revenue Bonds - Joint Powers Agreement with CDA



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

From: Brenda Malinowski, Finance Director

Date: August 20, 2025

Subject: Issuance of conduit multifamily housing revenue bonds

INTRODUCTION

In preparation for the issuance of conduit debt for the Real Estate Equities project at the southeast corner of Hadley Avenue and 100th Street South, a public hearing is necessary.

Background

The City of Cottage Grove and other cities issue conduit debt periodically. Conduit debt does not constitute a debt or liability for the City. When conduit debt is issued by a city, the city is simply acting as a conduit between the lender and the borrower. In this instance the borrower is Cottage Grove, AH I, LLP, which is an affiliate of Real Estate Equities.

There is no financial obligation, liability, or credit risk to the City. Any cost associated with the issuance of this conduit debt will be reimbursed by the borrower so there is no cost to the City. Furthermore, the City will receive revenue from the issuance of this conduit debt as per the City Fee Table of 1% for the first \$10M of issuance and ½% of the remaining issuance. In the past this revenue has been receipted to the EDA Fund.

While the City has issued conduit debt in the past, this issuance is unique due to the reuse or “recycling” of bonding authority from the Washington County CDA as part of this debt issuance. The borrower made the request in order to realize the financial benefits of issuing tax exempt conduit debt which carries lower bonding costs and interest savings. The CDA will need to authorize the reuse of the bonding authority and will act on the request at their meeting on Tuesday, August 19th.

Taft Stettinius & Hollister, LLP represents the City for bond issuance matters. A memo from Rhonda Skoby that details the process is included in the packet, and she will be attending the meeting to answer any questions.

An Interim Loan will be necessary until the conduit debt is issued later this fall, but the Interim Loan will be fully collateralized by the Borrower. None of the funds will be transferred through city accounts as part of the process.

If there are minor changes to the Interim Loan Agreement, Interim Note, or Joint Powers Agreement, the resolution notes that the Finance Director or City Administrator are authorized to approve those changes.

Action Requested

1. Hold Public Hearing on the Housing Program, the Bonds, and the Interim Loan.
2. Adopt Resolution, 2025-118, adopting the Housing Program, approving a public hearing, authorizing an interim loan and the issuance of a taxable interim note for a multifamily housing development, and approving and authorizing execution of documents.



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Rhonda M. Skoby
612.977.8907
rskoby@taftlaw.com

August 13, 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 Councilmembers and Ms. Malinowski:

This letter is intended to provide background on the Public Hearing that you will conduct and the Resolution that you will consider on August 20th in connection with the proposed issuance of conduit multifamily housing revenue bonds or other obligations (the “Bonds”), including an interim note (the “Interim Note”), by the City of Cottage Grove (the “City” or “Issuer”) to finance the acquisition, construction, and equipping of an approximately 164-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 Cottage Grove AH I, LLLP, a Minnesota limited liability limited partnership (the “Borrower”), which is an affiliate of Real Estate Equities, LLC. Taft Stettinius & Hollister LLP (“Taft”) will act as bond counsel to the City in connection with the issuance of such Bonds.

Background

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 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 for the City 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.

On August 6, 2025, the City Council of the City adopted Resolution 2025-109 (the "Additional Preliminary Resolution"), granting preliminary approval of the Bonds in an increased approximate maximum aggregate principal amount of \$50,000,000 and of the Interim Loan (as hereinafter defined) to preserve the recycled bonding authority. The Additional Preliminary Resolution authorized a Housing Program for the Project to be submitted to the Met Council and called for a public hearing on the Housing Program, the Bonds, and the Interim Loan to be held on August 20th.

"Recycling" and Conduit Bonds

If the City approves the use of the Recycled Bonds to enable it 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"). Proceeds of the Interim Loan would be used on the Mandatory Tender Date 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.

To secure and fully collateralize the Interim Loan, the Borrower would deposit an amount equal to the Interim Loan with the Interim Lender. 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.

The Bonds, including the Interim Loan, are to be issued only 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. No wires or other funds would flow to or from the City (other than receipt by the City of its issuer's fee).

The Bonds (including the Interim Note), 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. Because the City has no financial obligation with respect to the proposed Bonds, the Bonds will not be treated as debt of the City or count against any of the City's debt limitations.

The August 20th Public Hearing and Resolution

At the August 20th meeting, a public hearing on the Housing Program, the Bonds, and the Interim Loan should be opened to take comments from the public, if any. If Met Council provides any comments on the Housing Program, they should be shared at that time as well. After providing an opportunity for the public to speak or present written comments, the public hearing may be closed.

The resolution to be considered by Council on August 20th, if approved, would authorize the Interim Loan and the execution of the related documents, consisting of the Joint Powers Agreement, the Interim Loan Agreement, and a Note (each as provided in your Council packet). The resolution would also approve the Project's Housing Program. 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 for the Interim Loan may be timely granted.

The August 20th resolution would not yet approve the final Bonds. 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.

The Washington County Community Development Agency, as the issuer of the proposed Recycled Bonds, will consider its resolution to approve the Joint Powers Agreement at its August 19th meeting.

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 20, 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 20, 2025, at 7:00 P.M., for the purpose, in part, of granting approval to the issuance of an interim loan in connection with multifamily housing revenue bonds.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. 2025-118

RESOLUTION ADOPTING THE HOUSING PROGRAM, APPROVING
A PUBLIC HEARING, AUTHORIZING AN INTERIM LOAN AND THE
ISSUANCE OF A TAXABLE INTERIM NOTE FOR A MULTIFAMILY
HOUSING DEVELOPMENT, AND APPROVING AND
AUTHORIZING EXECUTION OF DOCUMENTS

WHEREAS, the City of Cottage Grove, Minnesota (the "City"), is authorized by the laws of the State of Minnesota, particularly Minnesota Statutes, Chapters 462C and 474A, as amended (the "Act"), to issue its revenue obligations to finance multifamily rental housing developments pursuant to housing finance programs adopted by the City and to enter into any agreements in connection therewith; and

WHEREAS, Cottage Grove AH I, LLLP, a Minnesota limited liability limited partnership, which is an affiliate of Real Estate Equities, LLC, a Minnesota limited liability company, (the "Borrower"), has proposed to acquire, construct, and equip an approximately 164-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"), through the issuance by the City of multifamily housing revenue bonds or obligations, in one or more series of tax-exempt or taxable bonds (the "Bonds"); and

WHEREAS, 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 the Act; and

WHEREAS, 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 Act; and

WHEREAS, 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; and

WHEREAS, the Borrower has proposed that the City increase the maximum authorized principal amount of Bonds to \$50,000,000, and to issue a portion of the Bonds exceeding \$30,250,000 (the “Recycled Portion”) using recycled allocation as permitted by Section 146(i)(6) of the Code in order to permit such portion to be issued as tax-exempt bonds. 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; and

WHEREAS, on August 6, 2025, the City Council of the City adopted Resolution 2025-109 (the “Recycling Preliminary Resolution”), granting preliminary approval to the Bonds, in an increased approximate maximum aggregate principal amount of \$50,000,000, including any temporary or interim financing to preserve the recycled bonding authority, to finance the Project, using, in part, recycled bonding authority from the Original Bonds, in accordance with Minnesota Statutes, Sections 471.59 and 471.656, as amended (the “Joint Powers Act”), and Section 146(i)(6) of the Code; and

WHEREAS, to enable the City to reuse or recycle bonding authority from the Original Bonds, the Borrower has requested (i) 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 (ii) that the City approve an interim, 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; and

WHEREAS, to facilitate the preservation and recycling of bonding authority from the Original Bonds and to secure repayment of the Interim Loan, 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 in an amount equal to the Interim Loan (the “Interim Loan Collateral Fund”); and

WHEREAS, on August 19, 2025, the governing body of the Recycled Bond Issuer adopted a resolution consenting to and approving the issuance of the Bonds, including any temporary or interim financing to preserve the recycled bonding authority, by the Issuer to finance the Project,

using, in part, recycled bonding authority from the Original Bonds, in accordance with the Joint Powers Act, and Section 146(i)(6) of the Code, and approving the execution and delivery of the Joint Powers Agreement; and

WHEREAS, 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”); and

WHEREAS, 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; and

WHEREAS, after redemption of the Original Bonds, the bonding authority therefrom will be reused by the City to issue the Recycled Portion of the Bonds; and

WHEREAS, 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 a financing agreement to be entered in connection with the Bonds; and

WHEREAS, pursuant to the Act, the City has developed a Multifamily Housing Financing Program (the “Housing Program”) providing for the issuance of the Bonds and has submitted the program to the Metropolitan Council as required by law; and

WHEREAS, on the date hereof, the City held a public hearing, following publication of notice as required by law, at which a reasonable opportunity was provided for interested individuals to express their views, both orally and in writing, with respect to the Project, the Housing Program, and the proposed issuance of Bonds and the Interim Note to provide financing for the Project; and

NOW, THEREFORE, BE IT RESOLVED by the City of Cottage Grove, that:

Section 1. Public Hearing. A public hearing has been conducted in accordance with law and closed.

Section 2. Housing Program. The Housing Program is hereby adopted.

Section 3. Findings. The City hereby finds that the issuance, sale and delivery of the Interim Note to finance the Project in accordance with the Program and the Interim Loan Agreement, dated on or about August 29, 2025, between the City, the Borrower, and the Interim Lender (the “Interim Loan Agreement”), are consistent with the purposes of the Act.

Section 4. Authorization of Issuance and Delivery of the Interim Note. In order to finance the Project, the City hereby authorizes the Interim Loan and the issuance and delivery of the Interim Note. The Interim Note shall be dated, shall mature, shall bear interest, shall be subject to redemption prior to maturity, and shall be in such form and have such other details and provisions as are prescribed in the Interim Loan Agreement in substantially the forms now on file with the City, subject to such changes not inconsistent with applicable law that are approved by the Finance Director or City Administrator. The issuance and delivery of the Interim Note shall be conclusive evidence that the Finance Director or City Administrator has approved all provisions of the Interim Note as issued and any changes to the form of the Interim Note on file with the City on the date hereof. The final terms of the Interim Note will be determined by the Finance Director or City Administrator of the City, with the aggregate principal amount of the Interim Note expected not to exceed \$8,220,000.

Section 5. Special Obligations. The Interim Note shall be a special limited obligation of the City payable solely from the Interim Loan Collateral Fund, revenues generated by the Project, or other revenues or funds of the Borrower pledged under the Interim Loan Agreement. The Interim Note does not constitute an indebtedness, liability, general or moral obligation (except to the extent of the assets pledged to the holder of the Interim Note pursuant to the Interim Loan Agreement) or a pledge of the faith and credit or any taxing power of the City, the State of Minnesota, or any political subdivision thereof.

Section 6. Documents. The following documents have been submitted to the City for approval:

- (a) the Interim Loan Agreement;
- (b) the Interim Note; and
- (c) the Joint Powers Agreement.

The foregoing documents to be executed by the City are hereinafter referred to as the “City Documents.”

Section 7. Approval and Execution of Documents. The Mayor of the City and the City Administrator, or their absence, any member of the City Council of the City (the “City Officials”), are hereby authorized and directed to enter into, execute, and deliver the City Documents, together with any other documents necessary or convenient in connection with the issuance of the Interim Note (together with the City Documents, the “Documents”), and is hereby authorized and directed to execute and deliver the Interim Note in accordance with the terms of the Interim Loan Agreement. The City Documents shall be substantially in the form now on file with the City, with such necessary and appropriate variations, omissions, and insertions as do not materially change the substance thereof, or as the Finance Director or the City Administrator, in their discretion, shall determine, and the execution and delivery thereof by the City Officials shall be conclusive evidence of such determination.

All the provisions of the Documents, when executed as authorized herein, shall be deemed to be a part of this resolution as fully and to the same extent as if incorporated verbatim herein and shall be in full force and effect from the date of execution and delivery thereof.

Section 8. Additional Certificates, Instruments and Documents. The City Officials are hereby authorized to execute and deliver, on behalf of the City, such other certificates, instruments, and other documents as are necessary, customary, or appropriate in connection with the issuance, sale, and delivery of the Interim Note, or are necessary to establish the validity or enforceability of the Interim Note, or are required by bond counsel to establish the validity or enforceability of the Interim Note.

Section 9. Limited Liability. All covenants, stipulations, obligations, and agreements of the City contained in this resolution and the aforementioned certificates, instruments, and Documents shall be deemed to be the covenants, stipulations, obligations, and agreements of the City to the full extent authorized or permitted by law, and all such covenants, stipulations, obligations, and agreements shall be binding upon the City. No covenant, stipulation, obligation, or agreement herein contained or contained in the aforementioned certificates, instruments, or Documents shall be deemed to be a covenant, stipulation, obligation, or agreement of any member of the City Council of the City, or any officer, agent, or employee of the City in that person's individual capacity, and neither the City Council of the City nor any officer or employee executing the Interim Note shall be liable personally on the Interim Note or be subject to any personal liability or accountability by reason of the issuance thereof.

No provision, covenant, or agreement contained in the aforementioned certificates, instruments, or Documents, or in the Interim Note, or in any other document related to the Interim Note, and no obligation therein or herein imposed upon the City or the breach thereof, shall constitute or give rise to any pecuniary liability of the City or any charge upon its general credit or taxing powers. The Interim Note shall never constitute indebtedness of the City within the meaning of any provision or limitation of the Minnesota Constitution or statutes and shall not constitute or give rise to any pecuniary liability of the City or any charge upon its general credit or taxing powers. In making the agreements, provisions, covenants, and representations set forth in such documents, the City has not obligated itself to pay or remit any funds or revenues, other than funds and revenues derived from the Interim Loan Agreement and which are to be applied to the payment of the Interim Note, as provided therein.

Section 10. Third Parties. Except as herein otherwise expressly provided, nothing in this resolution or in the aforementioned documents expressed or implied, is intended or shall be construed to confer upon any person or firm or corporation, other than the City or any owner of the Interim Note issued under the provisions of this resolution any right, remedy, or claim, legal or equitable, under and by reason of this resolution or any provision hereof, this resolution, the aforementioned documents, and all of their provisions being intended to be and being for the sole and exclusive benefit of the City and any owner from time to time of the Interim Note issued under the provisions of this resolution.

Section 11. Invalid Provisions. In case any one or more of the provisions of this resolution or any of the Documents shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this resolution or of the Documents, but this resolution and the Documents shall be construed and endorsed as if such illegal or invalid provision had not been contained therein.

Section 12. Note Recital. The Interim Note, when executed and delivered, shall contain a recital that it is issued pursuant to the Act, and such recital shall be conclusive evidence of the validity of the Interim Note and the regularity of the issuance thereof and that all acts, conditions, and things required by the laws of the State of Minnesota relating to the adoption of this resolution, to the issuance of the Interim Note, and to the execution of the aforementioned documents to happen, exist, and be performed precedent to and in the enactment of this resolution, and precedent to issuance of the Interim Note, and precedent to the execution of the aforementioned documents have happened, exist, and have been performed as so required by law.

Section 13. City Officials. The City Officials are hereby authorized to do all acts and things required of him or her by or in connection with this resolution, the aforementioned certificates, instruments, or Documents, and the Interim Note for the full, punctual, and complete performance of all the terms, covenants, and agreements contained in the Interim Note, the aforementioned certificates, instruments, and Documents, and this resolution. If any person whose signature appears on any of the foregoing certificates, instruments, or Documents shall cease to be a City Official before the date of issuance of the Interim Note, such signature shall, nevertheless, be valid and sufficient for all purposes.

Section 14. Future Amendments. The authority to approve, execute and deliver future amendments to the Documents relating to the Interim Note is hereby delegated to the City Administrator, subject to the following conditions: (a) the holder of the Interim Note has consented to such amendment (if such Noteholder consent is required); (b) such amendments do not materially adversely affect the interests of the City; (c) such amendments do not contravene or violate any policy of the City; and (d) such amendments are acceptable in form and substance to bond counsel or other counsel retained by the City to review such amendments. The authorization hereby given shall be further construed as authorization for the execution and delivery of such certificates and related items as may be required to demonstrate compliance with the agreements being amended and the terms of this resolution. The execution of any instrument by the City Administrator shall be conclusive evidence of the approval of such instruments in accordance with the terms hereof.

Section 15. 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 Interim Note and Interim Loan, whether or not the Interim Note or Interim Loan are issued. It is understood and agreed by the Borrower that the Borrower shall indemnify the City against all liabilities, losses, damages, costs, and expenses (including attorney's fees and expenses incurred by the City) arising with respect to the Project and the Interim Note, as provided for and agreed to by and between the Borrower and the City in the Interim Loan Agreement

Section 16. 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.

Myron Bailey, Mayor

ATTEST:

Tamara Anderson, City Clerk

CITY OF COTTAGE GROVE, MINNESOTA

**PROGRAM FOR A MULTIFAMILY HOUSING DEVELOPMENT
COTTAGE GROVE AH I, LLLP
HADLEY RIDGE APARTMENTS PROJECT**

Pursuant to Minnesota Statutes, Chapter 462C, as amended (the “Act”), the City of Cottage Grove, Minnesota (the “City”) is authorized to develop and administer a housing program to provide for the financing of the acquisition and preparation of a site and the construction of a new development for the purpose of providing a multifamily housing development under the circumstances and within the limits set forth in the Act. Section 462C.07 of the Act provides that such programs for multifamily housing developments may be financed by revenue bonds or obligations issued by the City.

The City has received a proposal that it approve a program providing for the acquisition, construction, and equipping of an approximately 160-unit multifamily rental housing development and facilities functionally related and subordinate thereto, to be located at or about the southeast corner of Hadley Avenue South and 100th Street South in the City, within Washington County (the “County”), for occupancy by persons and families of low and moderate income (the “Project”). The acquisition, construction, and equipping of the Project is to be funded in part through the issuance by the City of one or more series of revenue bonds or other obligations, as taxable or tax-exempt obligations, in the approximate aggregate principal amount not to exceed \$50,000,000 (the “Obligations”), the proceeds of which will be loaned to Cottage Grove AH I, LLLP, a Minnesota limited liability limited partnership or another affiliate of Real Estate Equities, LLC, a Minnesota limited liability company (the “Borrower”). All of the dwelling units of the Project will be subject to occupancy limits imposed by federal income tax law and regulations such that only persons and families within designated income limits will be permitted to occupy such units.

The Project will be undertaken in accordance with the requirements of Section 462C.05, subdivisions 1 and 2 of the Act. The specific activities described in this Program will be undertaken to further the policies and goals consistent with the housing portion of the comprehensive plan for the City and as otherwise outlined herein. The City hereby relies on the analysis of how this proposed Project will meet the needs of low and moderate-income families as shown in the comprehensive market study prepared as part of Borrower’s application for federal low-income housing tax credits.

Section A. Definitions. The following terms used in this Program shall have the following meanings, respectively:

“Act” shall mean Minnesota Statutes, Chapter 462C, as currently in effect and as the same may be from time to time amended.

“Borrower” shall mean Cottage Grove AH I, LLLP, a Minnesota limited liability limited partnership or another affiliate of Real Estate Equities, LLC, a Minnesota limited liability company.

“City” shall mean the City of Cottage Grove, Minnesota.

“Code” shall mean the Internal Revenue Code of 1986, as amended, and the treasury regulations promulgated thereunder.

“County” shall mean Washington County, Minnesota.

“Housing Unit” shall mean any one of the dwelling units to be located in the Project, occupied by one or more persons or a family, and containing complete living facilities.

“Obligations” shall mean the conduit revenue bonds or obligations to be issued by the City, in the approximate aggregate principal amount not to exceed \$50,000,000, to finance the Program.

“Program” shall mean this Program for a Multifamily Housing Development for the financing of the Project pursuant to the Act.

“Project” shall mean the multifamily rental housing development, to be located at or about the southeast corner of Hadley Avenue South and 100th Street South in the City, consisting of approximately 160 Housing Units, together with functionally related and subordinate facilities, to be acquired, constructed, and equipped by the Borrower.

“Recycled Bond Issuer” shall mean the Washington County Community Development Agency.

Section B. Program for Financing the Project. It is proposed that the City establish this Program to provide financing for the acquisition, construction, and equipping of the Project at such cost and upon such other terms and conditions as set forth herein and as may be agreed upon in writing between the City, the initial purchaser of the Obligations, and the Borrower. By resolutions adopted on June 5, 2024 and on August 6, 2025, the City Council of the City preliminarily approved the issuance of multifamily housing revenue bonds or other obligations, in an aggregate principal amount not to exceed \$50,000,000, under the terms of the Act to finance the Project. After the terms of the Obligations have been agreed upon by the City, the Borrower, and the initial purchaser of the Obligations, the City expects to issue the Obligations in one or more series pursuant to: (i) an allocation of bonding authority that the City obtained from the State of Minnesota Department of Management and Budget (“MMB”) in the amount of \$30,250,000; and (ii) pursuant to a Joint Powers Agreement between the City and the Washington County Community Development Agency (the “Recycled Bond Issuer”), a recycled allocation of bonding authority that the Recycled Bond Issuer initially received from MMB. The proceeds of the Obligations will be loaned by the City to the Borrower to finance the acquisition, construction, and equipping of the Project, to fund one or more required reserves, if any, to pay interest on the Obligations during construction of the Project, if needed, and to pay the costs of issuing the Obligations.

It is anticipated that all series of Obligations will have a maximum maturity of approximately forty (40) years. It is expected that the Obligations will bear interest at fixed rates, consistent with the market at the time of issuance, or at variable rates.

The Obligations will not constitute a general or moral obligation of the City, the County, the State of Minnesota, or any political subdivision thereof, and will not be secured by any taxing powers of the City or other assets of the City (other than the interests of the City in the Project and amounts to be received under a loan agreement relating thereto). The Obligations are to be paid only from properties pledged to the payment thereof, which may include additional security such as additional collateral, a mortgage, security agreement, and assignment of rents, insurance, guarantees by third parties, a letter of credit, or other credit enhancement.

Section C. Local Contributions to the Program. In addition to the Obligations to be issued under the Program, the Project is expected to be funded from additional sources, including federal low income housing tax credits and various other funding sources.

Section D. Monitoring Methods. No special monitoring by the City is anticipated to be necessary in connection with the acquisition, construction, and equipping of the Project, but any such monitoring will be provided or arranged by the Borrower. Insofar as the City will be contracting with underwriters, legal counsel, bond counsel, trustees, purchasers, and others, all of whom will be reimbursed from bond proceeds and revenues generated by the Program, no administrative costs will be paid by the City with respect to this Program. Proceeds of the Obligations proposed to be issued to finance the Project are expected by the Borrower to be held and disbursed by a third party or the trustee for the Obligations, and it is believed the disbursement procedure exercised by such parties and the oversight exercised by certain other parties will be adequate to ensure that the financing of the Project as presented is in fact carried out. To ensure continuing compliance with certain rental and occupancy restrictions imposed by the Act and Section 142(d) of the Code (including the requirement that a portion of the Housing Units be occupied by families of low and moderate income) and to ensure continuing compliance with any similar restrictions imposed by the City, the City, the Borrower, a trustee, and/or an institutional lender will enter into a regulatory agreement (the “Regulatory Agreement”).

Section E. Standards and Requirements Relating to the Financing of the Project Pursuant to the Program. The following standards and requirements shall apply with respect to the operation of the Project by the Borrower pursuant to this Program:

(1) Substantially all of the proceeds of the sale of the Obligations will be applied to the acquisition, construction, and equipping of the Project, the payment of the costs of issuing the Obligations, the financing of interest on the Obligations during the construction of the Project, if needed, and the funding of any required reserves. The proceeds of the Obligations will be made available to the Borrower pursuant to the terms of one or more loan agreements (or other revenue agreements) which will include certain covenants to be made by the Borrower to the City regarding the use of proceeds and the character and use of the Project.

(2) The Project qualifies as a “multifamily housing development” within the meaning of the Act, since it is comprised of an apartment facility, including an apartment or unit described in Minnesota Statutes, Chapter 515, 515A, or 515B, or a cooperative, or a group of townhouses, which include four or more dwelling units, each to be rented or sold to or occupied by a person or family for use as a residence, or a building or buildings which include one or more dwelling units, each to be rented by a person or family for use as a residence. The Project may include new construction or the acquisition and rehabilitation of an existing building and site or the rehabilitation of and discharge of any interest or lien in an existing building and site.

(3) Pursuant to the Regulatory Agreement, either (i) forty percent (40%) of the Housing Units will be held for occupancy by families or individuals with adjusted gross income not in excess of sixty percent (60%) of median family income, adjusted for family size; or (ii) twenty percent (20%) of the Housing Units will be held for occupancy by families or individuals with adjusted gross income not in excess of fifty percent (50%) of median family income, adjusted for family size. This set aside will satisfy the low-income occupancy requirements of Section 462C.05, subdivision 2 of the Act and the provisions of the Code.

Section E. Issuance of Obligations. To finance the Project, the City will by resolution authorize, issue and sell the Obligations, in one or more series, as taxable or tax-exempt obligations, in the aggregate principal amount not to exceed \$50,000,000. The Obligations will be issued pursuant to Section 462C.07, subdivision 1 of the Act, and will be payable primarily from the revenues of the Project. If the costs of the Project, including capitalized interest, if needed, costs of issuance of the Obligations, and one or more required reserve funds, if any, exceed the principal amount of the Obligations, the Borrower will contribute to or obtain additional financing for the Project in an amount equal to the difference between

the total costs of the Project and the principal amount of the Obligations available to finance the Project. The costs of the Project may change between the date of preparation of this Program and the date of issuance of the Obligations. The Obligations are expected to be issued in the fourth quarter of 2025. The issuance of the Obligations shall be subject to final approval by the City Council of the City in its sole and absolute discretion.

Section F. Severability. The provisions of this Program are severable, and if any of its provisions, sentences, clauses, or paragraphs shall be held unconstitutional, contrary to statute, exceeding the authority of the City, or otherwise illegal or inoperative by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.

Section G. Amendment. The City shall not amend this Program, while the Obligations authorized hereby are outstanding, to the detriment of the holder or holders of such Obligations.

INTERIM LOAN AGREEMENT

between

**THE CITY OF COTTAGE GROVE, MINNESOTA
as Issuer,**

**COTTAGE GROVE AH I, LLLP,
as Borrower,**

and

**BRIDGEWATER BANK,
as Lender**

Dated as of August 29, 2025

This instrument was drafted by:
Taft Stettinius & Hollister LLP
2200 IDS Center
80 South 8th Street
Minneapolis, Minnesota 55402

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INTERIM LOAN AGREEMENT

THIS INTERIM LOAN AGREEMENT (the “**Agreement**”), dated as of August 29, 2025, is entered into between the CITY OF COTTAGE GROVE, MINNESOTA, a statutory city, municipal corporation, and political subdivision duly organized and existing under the Constitution and laws of the State of Minnesota (the “**Issuer**”), COTTAGE GROVE AH I, LLLP, a Minnesota limited liability limited partnership (the “**Borrower**”), and BRIDGEWATER BANK, a Minnesota banking corporation (the “**Lender**”), AND witnesses that:

RECITALS

WHEREAS, this Agreement is executed by the parties to memorialize a taxable single advance term loan by the Lender to the Issuer, in the principal amount of \$8,220,000 (the “**Interim Loan**”), as evidenced by a note from the Issuer to the Lender (the “**Note**”), in the interim period between the redemption of the Original Bonds (as hereinafter defined) of the Washington County Community Development Agency, a body corporate and politic validly existing under the laws of the State of Minnesota (the “**Recycled Bond Issuer**” or “**Original Bond Issuer**”), and the issuance of the Bonds (as hereinafter defined) by the Issuer, and for the preservation and recycling of the tax-exempt private activity bond volume cap (“**Volume Cap**”) of the State of Minnesota (the “**State**”) pursuant to Section 146(i)(6) of the Internal Revenue Code of 1986, as amended (the “**Code**”); and

WHEREAS, Minnesota Statutes, Chapters 462C and 474A, as amended (collectively, the “**Act**”), authorizes cities to issue revenue obligations to finance and refinance the acquisition, rehabilitation, renovation, construction and equipping of multifamily housing developments; and

WHEREAS, Minnesota Statutes, Section 471.59 *et seq.* (the “**Joint Powers Act**”) provides that two or more governmental units, by agreement entered into through action of their governing bodies, may jointly or cooperatively exercise any power common to the contracting parties and may provide for the exercise of such power by one of the participating governmental units; and

WHEREAS, the City Council of the Issuer adopted Resolution No. 2025-118 on August 20, 2025 (the “**Note Resolution**”), authorizing: (i) the issuance of one or more series of its multifamily housing revenue bonds or other obligations, pursuant to the Act, in an aggregate principal amount not to exceed \$50,000,000 (the “**Bonds**”), using, in part recycled Volume Cap from the Original Bonds previously issued by the Recycled Bond Issuer and the loan of the proceeds of the Bonds to the Borrower to finance the acquisition, construction, and equipping of an approximately 164-unit multifamily rental housing development and facilities functionally related and subordinate thereto, to be located at or about the southeast corner of Hadley Avenue South and 100th Street South in the City of Cottage Grove, Minnesota, with an expected assigned address of 10015 Hamlet Avenue, Cottage Grove, Minnesota (the “**Project**”), and (ii) the incurrence of the Interim Loan (as hereinafter described) in the principal amount of \$8,220,000 and the issuance of the Note (as hereinafter described) to evidence such obligation; and

WHEREAS, under Section 146 of the Code, any portion of the Bonds issued on a tax-exempt basis (the “**Tax-Exempt Obligations**”) must receive an allocation of Volume Cap of the State or, under certain conditions, may utilize recycled Volume Cap; and

WHEREAS, the Issuer submitted an application to the State of Minnesota Department of Management and Budget (“MMB”) for a Volume Cap allocation and received Certificate of Allocation No. 514 from MMB allocating tax-exempt bonding authority of the State of Minnesota to the Issuer in the amount of \$30,250,000 for the Project; and

WHEREAS, the Borrower has represented to the Issuer that the portion of the Tax-Exempt Obligations exceeding \$30,250,000 (the “**Recycled Portion**”) meets the criteria to reuse Volume Cap from the Multifamily Housing Revenue Bonds (Cottage Grove Bluestem Project), Series 2024, previously issued by the Recycled Bond Issuer on March 18, 2024 in the original aggregate principal amount of \$8,220,000 (the “**Original Bonds**”), as provided in Section 146(i)(6) of the Code; and

WHEREAS, the Recycled Bond Issuer loaned the proceeds of the Original Bonds (the “**Original Loan**”) to Cottage Grove Senior Limited Partnership, a Minnesota limited partnership (the “**Original Borrower**”), and at least 95% of the proceeds thereof were used to provide a qualified residential rental project as that term is defined in Section 142(d) of the Code, as evidenced on the Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues filed for the Original Bonds; and

WHEREAS, pursuant to that certain Joint Powers Agreement (the “**Joint Powers Agreement**”), dated the date hereof, between the Recycled Bond Issuer and the Issuer, and acknowledged and consented to by the Borrower, the Recycled Bond Issuer consented to the deemed redirection of \$8,220,000 of Original Borrower funds intended for repayment of a portion of the Original Loan (the “**Original Loan Repayment**”) for deposit in the Collateral Fund (as hereinafter defined) and authorized the tender and redemption of the outstanding principal amount of the Original Bonds from the proceeds of the Interim Loan, and the Issuer stated its intent to reuse a portion of the Volume Cap from the Original Bonds (the “**Recycled Volume Cap**”) in the amount of \$8,220,000 for the purpose of financing a portion of the costs of the Project, and thereby provide a new loan (the “**New Loan**”) for a project described in Section 142(d) of the Code, and the Recycled Bond Issuer authorized such reuse of Recycled Volume Cap; and

WHEREAS, to facilitate the preservation and recycling of Volume Cap from the Original Bonds, the Original Borrower will have been deemed to have redirected the Original Loan Repayment to the Lender in exchange for the deposit of an equal amount of Note proceeds with the Original Bond Trustee (as hereinafter defined) for the redemption of the Original Bonds; and

WHEREAS, the Lender will be deemed to have deposited the Original Loan Repayment received from the Original Borrower in a segregated account in the name of the Borrower for the benefit of the Issuer (the “**Collateral Fund**”) as cash collateral to secure the Interim Loan pursuant to this Agreement; and

WHEREAS, 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**”) in accordance with the terms of that certain Indenture of Trust, dated as of March 1, 2024 (the “**Original Bond Indenture**”), by and between the Recycled Bond Issuer and U.S. Bank Trust Company, National Association (the “**Original Bond Trustee**”); and

WHEREAS, on the Redemption Date, the Issuer will draw \$8,220,000 of principal on the Interim Loan to redeem a portion of the outstanding principal amount of the Original Bonds, as authorized under the Joint Powers Agreement, and the Original Bond Trustee will apply such amount to the redemption of the Original Bonds in accordance with the Original Bond Indenture; and

WHEREAS, after redemption of the Original Bonds, the Volume Cap therefrom will be reused by Issuer to issue the Recycled Portion of the Tax-Exempt Obligations; and

WHEREAS, upon the issuance of the Bonds by the Issuer, the Recycled Portion will be used to repay the Interim Loan, and the Original Loan Repayment on deposit in the Collateral Fund will be transferred to the project fund for the Bonds and thereby used by Issuer to provide the New Loan to the

Borrower for the Project pursuant to one or more loan agreements between the Issuer and the Borrower to be executed in connection with the Bonds; and

NOW THEREFORE, the Issuer, the Borrower and the Lender each in consideration of the representations, covenants and agreements of the other as set forth herein, mutually represent, covenant and agree as follows:

ARTICLE 1

DEFINITIONS AND RULES OF INTERPRETATION

Section 1.1 Definitions. In this Agreement the following terms have the following respective meanings unless the context hereof clearly requires otherwise:

Act: Minnesota Statutes, Chapter 462C and 474A, as amended;

Agreement: this Interim Loan Agreement between the Issuer, the Borrower and the Lender as the same may from time to time be amended or supplemented as herein provided;

Bond Counsel: the firm of Taft Stettinius & Hollister LLP, of Minneapolis, Minnesota; any opinion of Bond Counsel shall be a written opinion signed by such Bond Counsel;

Borrower: Cottage Group AH I, LLLP, a Minnesota limited liability limited partnership;

Closing Date: the date there is physical delivery of the Note to the Lender;

Code: the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder;

Collateral Fund: the Collateral Fund created pursuant to Section 3.5 hereof;

Event of Default: any of the events described in Section 6.1 hereof;

Guaranty: that certain Guaranty executed by the Guarantor for the benefit of the Lender dated as of August 29, 2025;

Guarantor: REE Guarantor, LLC, a Minnesota limited liability company;

Interim Loan: the taxable single advance term loan by the Lender to the Issuer, in the principal amount of \$8,220,000, described in Section 3.1 of this Agreement and evidenced by the Note;

Issuer: the City of Cottage Grove, Minnesota, a statutory city, municipal corporation, and political subdivision duly organized and existing under the Constitution and laws of the State of Minnesota;

Joint Powers Agreement: the Joint Powers Agreement, dated as of August 29, 2025, between the Recycled Bond Issuer and the Issuer;

Lender: Bridgewater Bank, a Minnesota banking corporation, its successors and assigns;

New Loan: the loan to be made by the Issuer to the Borrower in the aggregate principal amount of \$8,220,000 for the Project from the Original Loan Repayment on deposit in the Collateral Fund pursuant to one or more loan agreements between the Issuer and the Borrower to be executed in connection with the Bonds;

Note: the promissory note, designated Taxable Multifamily Housing Revenue Refunding Note (Interim Loan), Series 2025, in the original principal amount of \$8,220,000, issued by the Issuer pursuant to the Note Resolution and this Agreement;

Note Documents: this Agreement, the Joint Powers Agreement, the Guaranty, the Pledge Agreement, a UCC Financing Statement perfecting the security interest granted pursuant to the Pledge Agreement, and the Note Resolution;

Note Resolution: Resolution No. 2025-118 adopted by the City Council of the Issuer on August 20, 2025, authorizing the Interim Loan and the issuance of the Note to evidence such loan, all pursuant to the Act and the Joint Powers Agreement;

Original Bond Indenture: the Indenture of Trust dated as of March 1, 2024, between the Recycled Bond Issuer and the Original Bond Trustee, as amended or supplemented from time to time;

Original Bond Issuer: The Washington County Community Development Agency, a body corporate and politic validly existing under the laws of the State of Minnesota;

Original Borrower: Cottage Grove Senior Limited Partnership, a Minnesota limited partnership, its successors and assigns, and any surviving, resulting or transferee business entity;

Original Bond Trustee: U.S. Bank Trust Company, National Association, a national banking institution;

Original Bonds: the Multifamily Housing Revenue Bonds (Cottage Grove Bluestem Project), Series 2024, previously issued by the Original Bond Issuer on March 18, 2024 in the original aggregate principal amount of \$8,220,000;

Partnership Agreement: the Limited Partnership Agreement of the Borrower dated as of August 12, 2025, as the same may be amended or supplemented from time to time in accordance with its terms.

Payoff Date: January 29, 2026;

Person: any individual, corporation, partnership (general, limited, or limited liability), joint venture, association, trust, unincorporated organization, or government or any agency or political subdivision thereof;

Pledge Agreement: the Pledge Agreement – Deposit Account by the Borrower for the benefit of the Lender, dated as of August 29, 2025;

Principal Balance of the Note: has the meaning set forth in the Note;

Project: the acquisition, construction, and equipping of an approximately 164-unit multifamily rental housing development and facilities functionally related and subordinate thereto, to be located at or about the southeast corner of Hadley Avenue South and 100th Street South in the City of Cottage Grove,

Minnesota, with an expected assigned address of 10015 Hamlet Avenue, Cottage Grove, Minnesota;

Recycled Bond Issuer: the Original Bond Issuer;

Redemption Amount: an amount sufficient to pay the principal amount of the Note, plus accrued interest, but without premium, on the earlier of the date of issuance of the Bonds or the Payoff Date;

Redemption Date: the date fixed for redemption of the Original Bonds, as set forth in the Recitals of this Agreement and in accordance with Section 4.03(a) of the Original Bond Indenture;

State: the State of Minnesota;

Treasury Regulations: all proposed, temporary or permanent federal income tax regulations then in effect and applicable.

Section 1.2 Rules of Interpretation.

(1) This Agreement shall be interpreted in accordance with and governed by the laws of the State.

(2) The words “herein” and “hereof” and words of similar import, without reference to any particular section or subdivision, refer to this Agreement as a whole rather than to any particular section or subdivision hereof.

(3) References herein to any particular section or subdivision hereof are to the section or subdivision of this instrument as originally executed.

(4) Where the Borrower is permitted or required to do or accomplish any act or thing hereunder, the Borrower may cause the same to be done or accomplished with the same force and effect as if done or accomplished by the Borrower.

(5) The Table of Contents and titles of articles and sections herein are for convenience only and are not a part of this Agreement.

(6) Unless the context hereof clearly requires otherwise, the singular shall include the plural and vice versa and the masculine shall include the feminine and vice versa.

(7) Articles, sections, subsections and clauses mentioned by number only are those so numbered which are contained in this Agreement.

ARTICLE 2

REPRESENTATIONS

Section 2.1 Representations by the Issuer. The Issuer makes the following representations as the basis for its covenants herein:

(1) The Issuer is a statutory city, municipal corporation, and political subdivision duly organized and existing under the laws of the State and is authorized to issue the Note pursuant to the Act;

(2) There is no pending or, to the actual knowledge of the undersigned representatives of the Issuer, without inquiry or investigation, threatened suit, action or proceeding against the Issuer before any court, arbitrator, administrative agency or other governmental authority that challenges the Issuer's execution and delivery of the Note Documents to which it is a party;

(3) To the actual knowledge of the undersigned, without inquiry or investigation, the execution and delivery of the Note Documents by the Issuer will not constitute a breach of or default under any existing (a) provision of any special legislative act, constitutional or other proceedings relating to the establishment of the Issuer or (b) agreement, indenture, mortgage, lease or other instrument to which the Issuer is a party or by which it is bound;

(4) No proceeding of the Issuer for the issuance, execution or delivery of the Note Documents has been repealed, rescinded, amended or revoked; and

(5) The Issuer hereby represents and warrants to the Lender that the Issuer has not assigned or encumbered its right, title and interest in this Agreement.

Section 2.2 Representations by the Borrower. The Borrower makes the following representations as the basis for its covenants herein:

(1) The Borrower is a limited liability limited partnership duly formed under the laws of the State, is in good standing and duly authorized and qualified to conduct its business in the State, is duly authorized to conduct its business in all states where its activities require such authorization, has power to enter into this Agreement and the Pledge Agreement, and by proper organizational action has authorized the execution and delivery of this Agreement and the Pledge Agreement;

(2) The execution and delivery of this Agreement and the Pledge Agreement, and the consummation of the transactions contemplated hereby and thereby, and the fulfillment of the terms and conditions hereof and thereof do not and will not conflict with or result in a breach of any of the terms or conditions of the Borrower's organizational documents, any restriction or any agreement or instrument to which the Borrower or any of its partners is now a party or by which it is bound or to which any property of the Borrower is subject, and do not and will not constitute a default under any of the foregoing or a violation of any order, decree, statute, rule or regulation of any court or of any state or federal regulatory body having jurisdiction over the Borrower or its properties, and do not and will not result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of the Borrower contrary to the terms of any instrument or agreement to which the Borrower is a party or by which it is bound;

(3) There are no actions, suits, or proceedings pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower or any property of the Borrower in any court or before any federal, state, municipal or other governmental agency, which, if decided adversely to the Borrower, would have a material adverse effect upon the Borrower or upon the business or properties of the Borrower, and the Borrower is not in default with respect to any order of any court or governmental agency;

(4) The Borrower is not in default in the payment of the principal of or interest on any indebtedness for borrowed money nor in default under any instrument or agreement under and subject to which any indebtedness for borrowed money has been issued;

(5) The Borrower has filed all federal and state income tax returns which, to the knowledge of the Borrower, are required to be filed and has paid all taxes shown on said returns and all assessments and governmental charges received by the Borrower to the extent that they have become due;

(6) The Borrower and the Project will comply with all provisions of the Act, including without limitation any notice and filing requirements imposed under the Act; and

(7) The General Partner is a limited liability company duly organized under the laws of the State, is in good standing and duly authorized and qualified to conduct its business in the State, is duly authorized to conduct its business in all states where its activities require such authorization, has power and authority to enter into the Partnership Agreement, has power to execute and deliver, and by proper organizational action has authorized the execution and delivery of, this Agreement and the Pledge Agreement on behalf of the Borrower as its general partner.

Section 2.3 Representations by the Lender. The Lender makes the following representations as the basis for its covenants herein:

(1) The Lender has sufficient knowledge and experience in business and financial matters in general, including the purchase and ownership of non-rated municipal conduit revenue obligations and investments such as the Note in particular, to enable the Lender to evaluate the risks involved in an investment in the Note, the credit of the Borrower, the collateral and the Note terms. The Lender will make its own independent credit analysis and decision to purchase the Note based on independent examination and evaluation of the transaction and the information deemed appropriate, without reliance on the Issuer or its respective affiliates, directors, officers, employees, attorneys or agents.

(2) The Lender acknowledges that no credit rating has been sought or obtained with respect to the Note.

(3) The Lender has authority to acquire the Note and to execute this Agreement and any other instruments and documents required to be executed by the Lender in connection with its acquisition of the Note.

(4) The Lender understands that no official statement, prospectus, offering circular, or other comprehensive offering statement is being provided with respect to the Note or this Agreement. The Lender has made its own inquiry and analysis with respect to the Issuer, the Borrower, the Note and the security therefor, and other material factors affecting the security for and payment of the Note.

(5) The Lender acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information, regarding the Borrower, to which a reasonable investor would attach significance in making investment decisions, and has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Borrower, the Note and the security therefor, so that as a reasonable investor, it has been able to make its decision to purchase the Note.

(6) The Lender acknowledges that it has reviewed information, including financial statements and other financial information regarding the Borrower, the Project, and the Note and the security therefor.

(7) The Lender acknowledges that the Issuer has not provided any financial information regarding the Borrower or the Project, nor has the Issuer made any representation or warranty concerning the accuracy or completeness of any information furnished in connection with the purchase by the Lender of the Note. Accordingly, the Lender has not relied upon the Issuer as to the accuracy or completeness of any information. As a sophisticated investor, the Lender has made its own decision to purchase the Note based solely upon its own inquiry and analysis. In purchasing the Note, the Lender is not relying on any representations of the Issuer with respect to the financial quality of the Note. The Lender is relying solely on the statements and representations of the Borrower and on the Lender's own knowledge and investigation of the facts and circumstances relating to the Note.

(8) The Lender understands that (i) the Note is a special, limited obligation of the Issuer payable solely by the Borrower, (ii) under no circumstances shall the Issuer be obligated for payment of the Note, (iii) the Note is not a general or moral obligation of the Issuer and no property or assets of any kind or nature of the Issuer are available to pay the principal of or interest on the Note except the revenues and security expressly pledged to payment of the principal of and interest on the Note as set forth in this Agreement, and (iv) the Note does not constitute a debt of the Issuer and shall not be deemed to constitute a debt or liability of the Issuer, the State, or any political subdivision thereof within the meaning of any State constitutional provision or statutory limitation, and shall not constitute a pledge of the full faith and credit of the Issuer, the State, or of any political subdivision thereof. The issuance of the Note shall not, directly, indirectly, or contingently obligate the Issuer, the State, or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment.

(9) The Lender understands that the Note has not been registered pursuant to the Securities Act of 1933, as amended (the "1933 Act"). The Lender acknowledges that the Note (i) is not being registered or otherwise qualified for sale under the "blue sky" laws and regulations of any state, (ii) will not be listed on any securities exchange, (iii) will not carry a rating from any rating service, and (iv) is not likely to be readily marketable.

(10) The Lender acknowledges that the Note is a taxable obligation and is not a "qualified tax-exempt obligation" under Section 265(b) of the Code.

(11) The Lender states that: (a) it is (i) an "accredited investor" within the meaning of Rule 501(a)(1) of Regulation D under the 1933 Act, or (ii) a "Qualified Institutional Buyer" as defined in Rule 144A under the 1933 Act; (b) it is capable of evaluating credit risks and market value independently, both in general and with regard to transactions and credit strategies in municipal securities.

(12) The Lender acknowledges that it is purchasing the Note from the Issuer for the purchase price of \$8,220,000. The Lender is not acting as an Underwriter (as defined below) with respect to the Note. The Lender is purchasing the Note solely for its own account for loan purposes only, with a present intent to hold the securities until maturity, early redemption or mandatory tender, and not with a present view to, or in connection with, any distribution, resale, pledging, fractionalization, subdivision or other disposition thereof (subject to the understanding that disposition of Lender's property will remain at all times within its control).

(a) "Underwriter" means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Note to the Public, and (ii) any person that agrees pursuant to a written

contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Note to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Note to the Public).

(b) “Public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party. The term “related party” for purposes hereof means, with respect to a Lender of the Note, if the Underwriter and the Lender are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another); (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another); or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(13) The Lender understands that the Note may be transferred or pledged only to a person who certifies it is (a) a “qualified institutional buyer” as defined in Rule 144A promulgated under the 1933 Act, that purchases for its own account or for the account of a qualified institutional buyer, or (b) an “accredited investor” as defined in Rule 501 of Regulation D under the 1933 Act and subject to compliance with all applicable securities registration, broker, anti-fraud and other provisions of applicable state and federal laws, with full and accurate disclosure of all material facts to the prospective assignee(s) and participant(s), and under applicable exemptions from federal and state registration statement requirements and upon delivery to the Issuer of an investor letter in substantially the form of this Section 2.3.

(14) The Lender will indemnify or otherwise hold harmless the Issuer and its officers and employees from all damages, losses or claims relating to Lender’s misrepresentations or failure to comply with the representations of this Section 2.3. Such indemnification shall survive payment of the Note.

ARTICLE 3

THE INTERIM LOAN

Section 3.1 Amount and Source of Interim Loan. The Issuer has authorized the incurrence of the Interim Loan in the principal amount of \$8,220,000 and the issuance of the Note to evidence such obligation, and has authorized the deposit of the Original Loan Repayment in the Collateral Fund as security for the Interim Loan, to facilitate the recycling and preservation of Volume Cap from the Original Bonds for reuse by the Issuer in issuing the Recycled Portion of the Bonds to finance the Project. The Lender agrees to advance proceeds of the Interim Loan to the Issuer on the Redemption Date, and the Borrower agrees to secure the Interim Loan by depositing in the Collateral Fund the Original Loan Repayment, upon satisfaction of all the terms and conditions set forth herein and such other supporting documentation as the Lender may reasonably require.

Section 3.2 Documents Required Prior to Disbursement of the Interim Loan. Prior to any advance of Interim Loan, the Issuer and the Borrower shall deliver to the Lender executed copies of the following:

- (1) The Note.

- (2) This Agreement.
- (3) The Joint Powers Agreement.
- (4) The Pledge Agreement.
- (5) The Guaranty.
- (6) The Note Resolution.
- (7) The approving resolution of the Borrower.
- (8) Certificate of good standing for the Borrower of recent date issued by the Secretary of State of Minnesota.
- (9) Copies of the organizational documents of the Borrower, certified by the Secretary of State of Minnesota, (together with copies of all amendments thereto) certified by the Borrower, to be true and correct copies of such instruments.
- (10) An opinion of Bond Counsel to the effect that the Issuer has duly authorized the Interim Loan and the Note.
- (11) Any other items reasonably required by the Lender.

Section 3.3 Repayment. The Issuer agrees to repay the Interim Loan with the proceeds of the Recycled Portion of the Bonds by the Payoff Date; provided that if the Bonds are not issued within such period, the Borrower agrees that the Original Loan Repayment held by the Lender in the Collateral Fund shall be used to repay the Interim Loan, and if a sufficient amount is not available in the Collateral Fund for such purpose, the Borrower shall cause to be paid to the Lender such additional amount as is required to repay the entire principal of and accrued interest, if any, on the Interim Loan. All payments shall be made directly to the Lender at its principal office for the account of the Issuer. In addition, the Borrower shall also pay the reasonable fees and expenses of (i) the Lender, including the Lender's origination fee and the reasonable fees and expenses of the Lender's counsel, (ii) the Issuer, including the Issuer's administrative fee and reasonable fees and expenses of the Issuer's counsel, including Bond Counsel, and (iii) the Recycled Bond Issuer, including the Recycled Bond Issuer's administrative fee and reasonable fees and expenses of the Recycled Bond Issuer's counsel in connection with the incurrence of the Interim Loan and issuance of the Note.

Concurrent with the closing of the Interim Loan, Borrower shall deposit the amount of \$55,000.00 into a deposit account held at the Lender in the name of the Borrower ("Interest Reserve"), which Lender may automatically advance from the same for interest payments due under the Note during the interest only period. Borrower acknowledges that Lender may automatically deduct monthly payments directly from the Interest Reserve and the failure of the amount of the Interest Reserve to be sufficient to cover all interest during the term of the Interim Loan shall not alleviate Borrower's obligation to timely make payments under the Note.

Section 3.4 Borrower's Obligations Unconditional. All payments required of the Borrower hereunder shall be paid without notice or demand and without setoff, counterclaim, abatement, deduction or defense. The Borrower will not suspend or discontinue any payments, and will perform and observe

all of its other agreements in this Agreement and, except as expressly permitted herein, will not terminate this Agreement for any cause, including but not limited to any acts or circumstances that may constitute failure of consideration, destruction or damage to the Project, eviction by paramount title, commercial frustration of purpose, bankruptcy or insolvency of the Issuer or the Lender, change in the tax or other laws or administrative rulings or actions of the United States of America or of the State or any political subdivision thereof, or failure of the Issuer to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Agreement or the Note.

Section 3.5 Collateral Fund and Disbursement of the Interim Loan.

(1) There is hereby created a segregated account in the name of the Borrower for the benefit of the Issuer designed the “Collateral Fund” into which the Lender shall deposit the Original Loan Repayment received from the Original Bond Trustee on behalf of the Original Borrower on the Closing Date as cash collateral to secure the Interim Loan pursuant to this Agreement.

(2) Pursuant to this Agreement, the Joint Powers Agreement, the Note Resolution, the Act, and the Joint Powers Act, the Issuer hereby authorizes the Lender to advance to the Original Bond Trustee the proceeds of the Interim Loan in an amount equal to the \$8,220,000, to redeem and prepay a portion of the Original Bonds on the Redemption Date.

(3) Interest earnings on amounts held in the Collateral Fund, if any, shall be disbursed to the Lender on or prior to each interest payment date and applied as a credit against Interim Loan repayments.

Section 3.6 Reserved.

Section 3.7 Loan Origination Fee. The Borrower agrees to pay to the Lender a loan origination fee in the amount of \$20,550.00 on the date hereof with respect to the Interim Loan.

ARTICLE 4

BORROWER’S COVENANTS

Section 4.1 Indemnity.

(1) The Borrower agrees to indemnify, defend and hold harmless the Issuer and Lender and their respective employees, commissioners, officers and agents (“Indemnified Parties”) against any and all losses, claims, damages or liability to which the Indemnified Parties may become subject under any law in connection with the issuance and sale of the Note, the carrying out of the transactions contemplated by this Agreement and the conduct of any activity in connection with the Project, including without limitation claims for which the Indemnified Parties may be or may be claimed to be liable unless such liability is due to the willful misconduct of such Indemnified Party, and to reimburse the Indemnified Parties for any out-of-pocket legal and other expenses (including reasonable counsel fees) incurred by the Indemnified Parties in connection with investigating any such losses, claims, damages or liabilities, or in connection with defending any actions relating thereto. The Indemnified Parties agree, at the request and expense of the Borrower, to cooperate in the making of any investigation in defense of any such claim and promptly to assert any or all of the rights and privileges and defenses identified in writing by the Borrower which may be available to the Indemnified Parties. These provisions shall survive payment of the Note and termination of this Agreement.

(2) If the Issuer incurs any expense or suffers any losses, claims or damages or incurs any liabilities in connection with the transaction contemplated by this Agreement, the Borrower will indemnify, defend, and hold harmless the Issuer from the same and will reimburse the Issuer for any reasonable legal or other expenses incurred by the Issuer in relation thereto. The Borrower shall also reimburse the Issuer for all other costs and expenses, including, without limitation, attorneys' fees paid or incurred by the Issuer in connection with: (i) the discussion, negotiation, preparation, approval, execution and delivery of this Agreement and the documents and instruments related thereto; (ii) any amendments or modifications thereto and any document, instrument or agreement related thereto and the discussion, negotiation, preparation, approval, execution and delivery of any and all documents necessary or desirable to effect such amendments or modification; and (iii) the enforcement by the Issuer during the term of this Agreement or thereafter of any of the rights or remedies of the Issuer under this Agreement or any document, instrument or agreement related thereto, including, without limitation, costs and expenses of collection in the event of default, whether or not suit is filed with respect thereto.

(3) The Borrower acknowledges and agrees that the Issuer shall not be liable to the Borrower, and releases and discharges the Issuer from any liability, for any and all losses, costs, expenses (including reasonable attorneys' fees), damages, judgments, claims and causes of action, paid, incurred or sustained by the Borrower as a result of or relating to any action, or failure or refusal to act, on the part of the Issuer with respect to this Agreement or the documents and transaction related thereto, including, without limitation, the exercise by the Issuer of any of its rights or remedies pursuant to this Agreement or any related document and instrument.

Section 4.2 Reports to Governmental Agencies. The Borrower shall furnish to agencies of the State, including but not limited to the Minnesota Housing Finance Agency, such periodic reports or statements, if any, as are required under the Act or Minnesota Statutes, Chapter 474A, as amended, or as they may otherwise reasonably require of the Issuer or the Borrower throughout the term of this Agreement in connection with the transaction contemplated herein; provided, however, the Issuer shall promptly notify the Borrower of any reports or statements being required by agencies of the State of which the Issuer has received notice to allow the Borrower a reasonable and adequate amount of time to prepare and submit any such reports or statements. Copies of such reports shall be provided, upon request, to the Issuer and, upon request, to the Lender.

Section 4.3 Security for the Interim Loan. The Interim Loan is secured by the Original Loan Repayment deposited by the Borrower in the Collateral Fund. As additional security for the Interim Loan, and to induce the Issuer to incur the Interim Loan and issue and deliver the Note, the Borrower agrees to execute and deliver such other documents requested by the Lender, in such places and in such manner as the Lender deems necessary or desirable to perfect or protect the security interest of the Lender in and to the Project and other collateral referred to in such documents.

Section 4.4 Notification of Changes. The Borrower covenants and agrees that it will promptly notify the Lender of:

(a) any litigation which might materially and adversely affect the Borrower or the Project;

(b) the occurrence of any Event of Default under this Agreement or under any other loan agreement, debenture, note, purchase agreement or any other agreement providing for the borrowing of money by the Borrower or any event of which the Borrower has knowledge and which, with the passage of time or giving of notice, or both, would constitute an Event of Default

under this Agreement or under such other agreements; and

(c) any material adverse change in the operations, business, properties, assets or conditions, financial or otherwise, of the Borrower.

Section 4.5 Audit Expenses. The Borrower agrees to pay any costs incurred by the Issuer or the Lender as a result of the Issuer's or the Lender's compliance with any audit, investigation, information request, or inquiry of any kind, random or otherwise, by the Internal Revenue Service, the Minnesota Department of Revenue, the Office of the State Auditor, the Municipal Securities Rulemaking Board, or any other state or federal entity, with respect to the Note or the Project.

Section 4.6 Collateral Fund and Fund Balance. The Borrower shall maintain, or cause the maintenance of, the Collateral Fund in the amount of the Original Loan Repayment of \$8,220,000. The Borrower shall cause an initial deposit of \$8,220,000 to be made into the Collateral Fund on the Closing Date with the Original Loan Repayment transferred by the Original Bond Trustee from the collateral fund under the Original Bond Indenture. In addition, the Borrower shall cause an initial deposit of \$55,000.00 to be made into the Interest Reserve on the Closing Date, which shall be used to pay interest on the Note in accordance with Section 3.3 herein. The Borrower shall cause to be deposited in the Collateral Fund such additional amount as may be necessary to cause the Lender to advance proceeds of the Interim Loan in a corresponding amount to redeem and prepay the Original Bonds on the Redemption Date. Amounts in the Collateral Fund may also be used to make up any deficiencies in debt service payments on the Note when due, and the Collateral Fund shall be collateral for the Interim Loan held by the Lender. The Collateral Fund and the Interest Reserve are pledged as collateral for the Interim Loan, and the balance in the Collateral Fund shall remain funded at \$8,220,000 until the earlier of the date of issuance of the Bonds or the Payoff Date.

If at any time the amount in the Collateral Fund is less than \$8,220,000, the Lender shall request the amount of deficiency from the Borrower for deposit to the Collateral Fund. Within 1 day of the Lender's written request to replenish the Collateral Fund, the Borrower shall make a deposit to replenish the full amount of the deficiency in the Collateral Fund. All income derived from the investment of amounts on hand in the Collateral Fund shall remain in and be credited as received to the Collateral Fund until such time as the balance therein (valued at the outstanding stated principal amount of investments therein) is equal to the Redemption Amount. Once the balance is equal to the Redemption Amount, interest earnings on amounts held in the Collateral Fund, if any, shall be disbursed to the Lender on or prior to each interest payment date and applied as a credit against Interim Loan repayments, in accordance with Section 3.5 hereof. Thereafter, all such investment income shall be transferred as received to the Borrower. Amounts in the Collateral Fund shall be transferred to the project fund for the Bonds upon the issuance thereof and the simultaneous payment in full of the Interim Loan from the proceeds of the Bonds or, if not previously used as aforesaid, shall be used to pay the Interim Loan in full on the Payoff Date and thereafter any excess in the Collateral Fund shall be returned to the Borrower.

Section 4.7 Financial Information. The Borrower hereby agrees to provide to the Lender the following information:

(a) Within ninety (90) days after the end of Borrower's fiscal year, a set of financial statements for such fiscal year, including a balance sheet, statement of cash flow, profit and loss statement, yearly operating statement and related statements, certified to be true and correct by the Borrower, commencing with calendar year ending 2025;

(b) As soon as available and in any event within thirty (30) days after such returns are filed, which in any event shall be no later than October 25th each year, a copy of the federal and state income tax return of the Borrower (including all schedules and exhibits) or amendments thereto filed for the immediately preceding year;

(c) Within ninety (90) days after the end of each calendar year, cause each Guarantor to furnish to Lender a personal financial statement along with a certification that the contents are true and correct for each Guarantor who is an individual for such calendar year, and each Guarantor who is an entity, business financial statements for such fiscal year, including a balance sheet, statement of cash flow, and profit and loss statement, reasonably acceptable to Lender, which statements shall fairly present the financial condition (including all guaranty and contingent obligations) of each Guarantor as of such date and in form and content previously submitted to Lender or such form and content reasonably requested by Lender;

(d) As soon as available and in any event within thirty (30) days after such returns are filed, which in any event shall be no later than October 25th each year, a copy of the federal and state income tax return of each Guarantor (including all schedules and exhibits) or amendments thereto filed for the immediately preceding year;

(e) Within 30 days of Lender's request, interim financial statements for the Borrower for the time period requested by Lender, consisting of a balance sheet, statement of cash flow, profit and loss and related statements; and

(e) Such other information as the Lender may reasonably request from time to time.

ARTICLE 5

PREPAYMENT OF INTERIM LOAN

Section 5.1 Prepayment at Option of Borrower. The Borrower may at its option prepay the Interim Loan, in whole or in part, by prepaying a like amount of the Principal Balance of the Note, but only in the manner, at the times and under the conditions provided in the Note.

Section 5.2 Other Prepayment Provisions. The Interim Loan shall also be subject to prepayment if and to the extent the Note is subject to prepayment other than as described in Section 5.1.

Section 5.3 Partial Prepayment. If the Interim Loan is prepaid hereunder only in part, the Lender shall apply any prepayment first against reasonable attorneys' fees and collection costs, second against accrued interest due under the Note, and then against the Principal Balance due under the Note; and the Borrower shall continue to pay in full the monthly payments due under the Note until the entire Principal Balance and accrued interest due on the Note and any other charges or premiums due hereunder or under the Note have been paid.

ARTICLE 6

EVENTS OF DEFAULT AND REMEDIES

Section 6.1 Events of Default. Any one or more of the following events is an Event of Default continuing beyond the applicable cure period under this Agreement:

(1) If the Borrower shall fail to make (a) any payments required under Section 3.3 of this Agreement on the date due, or (b) any other payment due under this Agreement (except for payments required under Section 3.3 hereof) on or before the date that the payment is due, and such default continues for one (1) day after written notice given to the Borrower by the Issuer or the Lender as provided in the Note.

(2) If the Borrower shall fail to observe and perform any other covenant, condition or agreement on its part under this Agreement for a period of thirty (30) days after written notice (a "Default Notice"), specifying such default and requesting that it be remedied, is given to the Borrower by the Issuer or the Lender, unless the Lender shall agree in writing to an extension of such time prior to its expiration, or for such longer period as may be reasonably necessary to remedy such default provided that the Borrower is proceeding with reasonable diligence to remedy the same, but not exceeding sixty (60) days after the Default Notice is given.

(3) If the Borrower shall file a petition in bankruptcy or for reorganization or for an arrangement pursuant to any present or future federal bankruptcy act or any similar federal or state law, shall consent to the entry of an order for relief pursuant to any present or future federal bankruptcy act or under any similar federal or state law, or shall make an assignment for the benefit of its creditors or shall admit in writing its inability to pay its debts generally as they become due, or if a petition or answer proposing the entry of an order for relief of the Borrower under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within 90 days after the filing thereof, or a receiver, trustee or liquidator of the Borrower or of all or substantially all of the assets of the Borrower shall be appointed in any proceeding brought against the Borrower and shall not be discharged within 90 days after such appointment or if the Borrower shall consent to or acquiesce in such appointment, or if the estate or interest of the Borrower in the Project or a part thereof shall be levied upon or attached in any proceeding and such process shall not be vacated or discharged within 90 days after such levy or attachment; if the Borrower shall be dissolved or liquidated or shall be merged with or be acquired by another business entity without the prior written consent of the Issuer and the Lender.

(4) If any representation or warranty made by the Borrower herein, or by an officer or representative of the Borrower in any document or certificate furnished the Lender or the Issuer in connection herewith or therewith or pursuant hereto or thereto, shall prove at any time to be, in any material respect, incorrect or misleading as of the date made.

(5) If the Borrower shall default or fail to perform any covenant, condition or agreement on its part under the Pledge Agreement, the Note, or any other document securing the Note, and such failure continues beyond the period set forth in such documents during which the Borrower may cure the default.

(6) If the Partnership Agreement of the Borrower shall be amended or modified without prior written consent of Lender, which shall not be unreasonably withheld, conditioned or delayed.

Section 6.2 Remedies. Whenever any Event of Default referred to in Section 6.1 hereof shall have happened and be subsisting, any one or more of the following remedial steps, to the extent permitted by law, may be taken by the Issuer with the prior written consent of the Lender (except that rights arising under the sections listed in Section 7.9 hereof may not require such consent in order to be exercised by the Issuer) or by the Lender itself:

(1) The Issuer, upon written direction of the Lender, or the Lender may declare, upon 10 days' written notice to the Borrower, all installments of the Interim Loan (being an amount equal to that necessary to pay in full the Principal Balance of plus accrued interest on the Note, assuming acceleration of the Note under the terms thereof, and to pay all other indebtedness thereunder) to be immediately due and payable, whereupon the same shall become immediately due and payable by the Borrower.

(2) The Issuer, upon written direction of the Lender (except as otherwise provided in Section 7.9 herein), or the Lender (in either case at no expense to the Issuer) may take whatever action at law or in equity that may appear necessary or appropriate to collect the amounts then due and thereafter to become due under this Agreement, or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under this Agreement.

(3) The Lender's obligation to advance any further amounts, if any, may terminate. Notwithstanding anything to the contrary contained herein or in any other instrument evidencing or securing the Interim Loan, the Lender may exercise the foregoing remedy upon the occurrence of an event that would constitute such an Event of Default but for the requirement that notice be given or that a period of cure or time elapse.

(4) The Lender may disburse any amounts remaining in the Collateral Fund first towards payment of accrued interest owing on the Note and then to the Principal Balance of the Note in accordance with the terms of the Note.

In addition, the Lender will have such remedies as are provided in the Pledge Agreement and the Guaranty upon an Event of Default under this Agreement.

Section 6.3 Disposition of Funds. Notwithstanding anything to the contrary contained in this Agreement, any amounts collected pursuant to action taken under Section 6.2 hereof, shall, after deducting all expenses incurred in collecting the same, be applied as a prepayment of the Note in accordance with Section 5.1.

Section 6.4 Manner of Exercise. No remedy herein conferred upon or reserved to the Issuer or Lender is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer or the Lender to exercise any remedy reserved to either of them in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

Section 6.5 Effect of Waiver. In the event any agreement contained in this Agreement should be breached by either party and the breach thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 6.6 Attorneys' Fees and Expenses. In the event the Borrower should default under any of the provisions of this Agreement and the Issuer or the Lender should employ attorneys or incur other expenses for the collection of amounts due hereunder or the enforcement of performance of any obligation or agreement on the part of the Borrower, the Borrower will on demand pay to the Issuer or the

Lender the reasonable fees and costs of such attorneys and such other expenses so incurred.

ARTICLE 7

GENERAL

Section 7.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when received by certified or registered mail, postage prepaid, with proper address as indicated below. The Issuer, the Borrower and the Lender may, by written notice given by each to the others, designate any address or addresses to which notices, certificates or other communications to them shall be sent when required as contemplated by this Agreement. Until otherwise provided by the respective parties, all notices, certificates and communications to each of them shall be addressed as follows:

To the Issuer:	City of Cottage Grove 12800 Ravine Parkway S Cottage Grove, MN 55016 Attention: Finance Director
With Copy to:	Taft Stettinius & Hollister LLP 2200 IDS Center 80 South 8 th Street Minneapolis, MN 55402 Attention: Rhonda Skoby
To the Lender:	Bridgewater Bank 4450 Excelsior Blvd, Suite 100 St. Louis Park, MN 55416 Attention: John Callahan
With a copy to:	Messerli Kramer 50 South Sixth Street, Suite 2300 Minneapolis, MN 55402 Attention: Michelle R. Jester
To the Borrower:	Cottage Grove AH I, LLLP c/o Real Estate Equities 579 Selby Avenue Saint Paul, MN 55102 Attention: Patrick Ostrom
With a copy to:	Winthrop & Weinstine, P.A. 225 South Sixth Street, Suite 3500 Minneapolis, MN 55402-4629 Attention: Jeffrey Drennan

Section 7.2 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Issuer and the Borrower and their respective successors and assigns.

Section 7.3 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7.4 Amendments, Changes and Modifications. Except as otherwise provided in this Agreement, subsequent to the initial issuance of the Note and before the Note is satisfied and discharged in accordance with its terms, this Agreement may not be effectively amended, changed, modified, altered, or terminated without the written consent of the Lender.

Section 7.5 Execution Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7.6 Limitation of Issuer's Liability. No covenant, provision or agreement of the Issuer herein or in the Note or in any other document executed by the Issuer (or any other party) in connection with the issuance, sale and delivery of the Note, or any obligation herein or therein imposed upon the Issuer or respecting the breach thereof, shall give rise to a pecuniary liability of the Issuer, its officers, employees or agents, or a charge against the Issuer's general credit or taxing powers or shall obligate the Issuer, its officers, employees or agents, financially in any way except with respect to this Agreement and the application of revenues herefrom and the proceeds of the Note. The Note shall be and constitute only a special and limited revenue obligation of the Issuer, payable solely from the revenues pledged to the payment thereof pursuant to this Agreement, and the Note does not now and shall never constitute an indebtedness, a general or moral obligation or a loan of the credit of the Issuer, the State or any political subdivision thereof or a lien, charge or encumbrance, legal or equitable, against the Issuer's general credit or taxing powers or any of the Issuer's property. No failure of the Issuer to comply with any term, condition, covenant or agreement herein or in the Note shall subject the Issuer, its officers, employees or agents, to liability for any claim for damages, costs or other financial or pecuniary charges except to the extent that the same can be paid or recovered from this Agreement or revenues therefrom or proceeds of the Note. No execution on any claim, demand, cause of action or judgment shall be levied upon or collected from the general credit, general funds or taxing powers of the Issuer. In making the agreements, provisions and covenants set forth herein, the Issuer has not obligated itself except with respect to this Agreement and the application of revenues hereunder as hereinabove provided. It is further understood and agreed by the Borrower and the Lender that the Issuer, its officers, employees or agents shall incur no pecuniary liability hereunder and shall not be liable for any expenses related hereto, all of which the Borrower agrees to pay. If, notwithstanding the provisions of this Section, the Issuer, its officers, employees or agents incurs any expense, or suffers any losses, claims or damages or incurs any liabilities, the Borrower will indemnify and hold harmless the Issuer, its officers, employees or agents from the same and will reimburse the Issuer, its officers, employees or agents for any legal or other expenses incurred by the Issuer, its officers, employees or agents in relation thereto, and this covenant to indemnify, hold harmless and reimburse the Issuer, its officers, employees or agents shall survive delivery of and payment for the Note and expiration or termination of this Agreement. The liability of the Issuer is further restricted as provided in the Act.

Section 7.7 Attorneys' Fees and Costs. The Borrower shall reimburse the Issuer and Lender, upon demand, for all costs and expenses, including without limitation attorneys' fees, paid or incurred by the Issuer and Lender in connection with (i) the discussion, negotiation, preparation, approval, execution and delivery of the Note, this Agreement, and the documents and instruments related hereto or thereto; (ii) any amendments or modifications to any of the foregoing documents, instruments or agreements and the discussion, negotiation, preparation, approval, execution and delivery of any and all documents necessary or desirable to effect such amendments or modifications; (iii) the servicing and administration of the

Interim Loan during the term hereof or thereafter; and (iv) the enforcement by the Issuer and Lender during the term hereof or hereafter of any of the rights or remedies of the Issuer and Lender hereunder or under the foregoing documents, or any document, instrument or agreement related hereto or thereto, including, without limitation, costs and expenses of collection in the Event of Default, whether or not suit is filed with respect thereto.

Section 7.8 Release. The Borrower hereby acknowledges and agrees that the Issuer and Lender shall not be liable to the Borrower, and hereby releases and discharges the Issuer from any liability, for any and all losses, costs, expenses (including attorneys' fees), damages, judgments, claims and causes of action, paid, incurred or sustained by the Borrower as a result of or relating to any action, or failure or refusal to act, on the part of any party with respect to the Note, this Agreement, or the documents and transactions related hereto or thereto or contemplated hereby or thereby, including, without limitation, the exercise by any third party of any of its rights or remedies pursuant to any of such documents.

Section 7.9 Assignment by Issuer and Survivorship of Obligations. In order to secure the due and punctual payment of the Note and all other sums due the Lender under this Agreement, the Issuer does hereby pledge and assign to the Lender all of the Issuer's right, title and interest in and to this Agreement and any related documents (including, without limitation, any right, title and interest of the Issuer in the Collateral Fund), except for those rights retained by the Issuer under the provisions of Sections 3.4, 4.1, 4.2, 4.5, 6.2, 6.6, 7.6, 7.7 and 7.8 of this Agreement. The obligations of the Borrower for the Issuer's benefit under the foregoing Sections shall survive repayment of the Note and interest thereon.

The Issuer hereby authorizes the Lender to exercise, whether or not a default exists under the Note or an Event of Default has occurred under this Agreement, either in the Issuer's name or the Lender's name, any and all rights or remedies available to the Issuer under this Agreement. The Issuer agrees, on request of the Lender, to execute and deliver to the Lender such other documents or instruments as shall be deemed necessary or appropriate by the Lender at any time to confirm or perfect the security interest hereby granted. The Issuer hereby appoints the Lender its attorney-in-fact to execute on behalf of the Issuer, and in its name, any and all such assignments, financing statements or other documents or instruments which the Lender may deem necessary or appropriate to perfect, protect or enforce the security interest hereby granted.

The rights retained by the Issuer shall run jointly and severally to the Issuer and the Lender (if appropriate), provided that the Issuer shall have the right to enforce any retained rights without the approval of the Lender, but only if the Lender is not enforcing such rights in a manner to protect the Issuer or is otherwise taking action with respect thereto that brings adverse consequences to the Issuer.

Section 7.10 Required Approvals. Consents and approvals required by this Agreement to be obtained from the Borrower, the Issuer or the Lender shall be in writing and shall not be unreasonably withheld or delayed.

Section 7.11 Termination Upon Retirement of Note. At any time when no Principal Balance on the Note remains outstanding, and arrangements satisfactory to the Lender and the Issuer have been made for the discharge of all other accrued liabilities, if any, under this Agreement, this Agreement shall terminate, except as otherwise expressly provided in Section 7.9 or otherwise herein.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the Issuer, the Borrower and the Lender have caused this Interim Loan Agreement to be executed in their respective names all as of the date first above written.

CITY OF COTTAGE GROVE, MINNESOTA

By _____
Its Mayor

By _____
Its City Administrator

[Signature Page of Issuer to Interim Loan Agreement]

[City of Cottage Grove, Minnesota, Taxable Multifamily Housing Revenue Refunding Note (Interim Loan– Hadley Ridge Apartments Project), Series 2025]

COTTAGE GROVE AH I, LLLP, a
Minnesota limited liability limited partnership

By: Cottage Grove AH I, LLC, a Minnesota
limited liability company
Its: General Partner

By: _____
Patrick Ostrom
Its: Vice President

[Signature Page of Borrower to Interim Loan Agreement]

[City of Cottage Grove, Minnesota, Taxable Multifamily Housing Revenue Refunding Note (Interim
Loan– Hadley Ridge Apartments Project), Series 2025]

BRIDGEWATER BANK, a Minnesota banking
corporation

By: _____

Name: John Callahan

Its: Vice President

[Signature Page of Lender to Interim Loan Agreement]

[City of Cottage Grove, Minnesota, Taxable Multifamily Housing Revenue Refunding Note (Interim
Loan– Hadley Ridge Apartments Project), Series 2025]

UNITED STATES OF AMERICA
STATE OF MINNESOTA
WASHINGTON COUNTY

**CITY OF COTTAGE GROVE, MINNESOTA
TAXABLE MULTIFAMILY HOUSING REVENUE REFUNDING NOTE
(INTERIM LOAN – HADLEY RIDGE APARTMENTS PROJECT), SERIES 2025**

<u>Principal Amount</u>	<u>Dated Date</u>	<u>Number</u>
\$8,220,000.00	August 29, 2025	R-1

For value received the CITY OF COTTAGE GROVE, a statutory city, municipal corporation, and political subdivision duly organized and existing under the laws of the State of Minnesota (the “Issuer”), hereby promises to pay to Bridgewater Bank, a Minnesota banking corporation, its successors or registered assigns (the “Lender”), solely from the source and in the manner hereinafter provided, the principal sum of Eight Million Two Hundred Twenty Thousand and no/100 Dollars (\$8,220,000.00), or so much thereof as has been advanced hereunder and remains unpaid from time to time (the “Principal Balance”), with interest thereon at a rate of two percent (2.00%) per annum, in any coin or currency which, at the time or times of payment, is legal tender for the payment of public or private debts in the United States of America, in accordance with the terms hereinafter set forth and those terms set forth in that certain Interim Loan Agreement, dated the date hereof (the “Interim Loan Agreement”), between the Issuer, Cottage Grove AH I, LLLP, a Minnesota limited liability limited partnership (the “Borrower”), and the Lender. Capitalized terms used but not defined herein shall have the meanings given such terms in the Interim Loan Agreement.

1. Payments of interest will be made on the earlier of the 29th or last day of each month, commencing September 29, 2025, through the Payoff Date. The entire remaining Principal Balance and all accrued and unpaid interest shall be fully due and payable on the Payoff Date.

2. In any event, the payments hereunder shall be sufficient to pay all principal and interest due at maturity, upon redemption, or otherwise. Interest shall be computed on the basis of a 360-day year but shall be payable on the actual days elapsed.

3. Principal and interest due hereunder shall be payable at the office of the Lender set forth in the attached Certificate of Registration, or at such other place as the Lender may designate in writing.

4. This Taxable Multifamily Housing Revenue Refunding Note (Interim Loan), Series 2025 (“Note”) is issued by the Issuer pursuant to and in full compliance with the Constitution and laws of the State of Minnesota, particularly Minnesota Statutes, Chapters 462C and 474A, and Section 471.59, as amended, and pursuant to a Joint Powers Agreement, dated as of August 29, 2025, between the Issuer and the Washington County Community Development Agency, a body corporate and politic validly existing under the laws of the State of Minnesota (the “Recycled Bond Issuer”), acknowledged and accepted by the Borrower, the Interim Loan Agreement, and a resolution of the governing body of the Issuer duly adopted on August 20, 2025 (the “Resolution”) for the purpose of refunding the outstanding principal amount of the Multifamily Housing Revenue Bonds (Cottage Grove Bluestem Project), Series 2024, previously issued by the Recycled Bond Issuer on March 18, 2024 in the original aggregate principal amount of \$8,220,000 for the benefit of Cottage Grove Senior Limited Partnership, a Minnesota limited partnership (the “Original Borrower”) to finance a project described in Section 142(d) of the Internal

Revenue Code of 1986 (the “Code”), and thereby preserve and recycle tax-exempt private activity bond volume cap pursuant to Section 146(i)(6) of the Code.

5. This Note is secured by \$8,220,000 of funds intended for repayment of the loan funded by the proceeds of the Original Bonds received from the Original Borrower and deposited in a segregated account in the name of the Borrower for the benefit of the Issuer (the “Collateral Fund”) pursuant to the Interim Loan Agreement. This Note is further secured by the Guaranties and the Pledge Agreement.

The Issuer, for itself, its successors and assigns, hereby waives demand, presentment, protest and notice of dishonor, and to the extent permitted by law, the Lender may release any part or parts of the property and interest subject to any security document from the same, all without notice to or consent of any party liable hereon or thereon and without releasing any such party from such liability.

6. This Note may be prepaid in whole on any date at the option of the Borrower, upon 10 days’ prior written notice to the Lender, at a redemption price equal to the Principal Balance of the Note plus accrued interest thereon, plus any reasonable attorneys’ fees and costs.

7. In the event of prepayment of this Note, the Lender shall apply any such prepayment first against reasonable attorneys’ fees and collection costs, second against the accrued interest on the Principal Balance and then against the principal amounts due under the Note.

8. All of the agreements, conditions, covenants, provisions and stipulations contained in the Resolution, the Interim Loan Agreement, the Guaranties and the Pledge Agreement are hereby made a part of this Note to the same extent and with the same force and effect as if they were fully set forth herein.

9. It is agreed that time is of the essence of this Note. If an Event of Default (as that term is defined in the Interim Loan Agreement) shall occur, then the Issuer, upon written direction of the Lender, or the Lender shall have the right and option to declare the Principal Balance and accrued interest thereon, immediately due and payable, whereupon the same shall be due and payable, but solely from sums made available under the Interim Loan Agreement, the Guaranties and the Pledge Agreement. Failure to exercise such option at any time shall not constitute a waiver of the right to exercise the same at any subsequent time.

10. The remedies of the Lender, as provided herein and in the Interim Loan Agreement, the Guaranties and the Pledge Agreement, are not exclusive and shall be cumulative and concurrent and may be pursued singly, successively or together, at the sole discretion of the Lender, and may be exercised as often as occasion therefore shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof.

11. The Lender shall not be deemed, by any act of omission or commission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Lender, and then only to the extent specifically set forth in the writing. A waiver with reference to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to a subsequent event.

12. This Note has been issued without registration under state or federal or other securities laws, pursuant to an exemption for such issuance; and accordingly the Note may not be assigned or transferred in whole or part, nor may a participation interest in the Note be given pursuant to any participation agreement, except in accordance with the Resolution and an applicable exemption from such registration requirements.

13. THIS NOTE, INTEREST HEREON, AND ANY PENALTY OR CHARGE OR ANY AMOUNTS PAYABLE HEREUNDER, OR HOWEVER DESIGNATED, IS A SPECIAL LIMITED OBLIGATION OF THE ISSUER PAYABLE SOLELY FROM THE REVENUES AND PROCEEDS PLEDGED HERETO, INCLUDING FROM THE INTERIM LOAN AGREEMENT AND AMOUNTS REMAINING IN THE COLLATERAL FUND. THIS NOTE AND THE INTEREST HEREON DO NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY, GENERAL OR MORAL OBLIGATION OR A PLEDGE OF THE FULL FAITH AND CREDIT OR TAXING POWER OF THE ISSUER, WASHINGTON COUNTY, MINNESOTA (THE "COUNTY"), THE STATE OF MINNESOTA (THE "STATE"), OR ANY POLITICAL SUBDIVISION OF THE STATE WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATIONS AND ARE NOT PAYABLE FROM OR A CHARGE UPON ANY FUNDS OF THE ISSUER OTHER THAN THE REVENUES AND PROCEEDS PLEDGED BY THE ISSUER TO THE PAYMENT HEREOF AND NO HOLDER OF THIS NOTE SHALL EVER HAVE THE RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWER OF THE ISSUER, THE COUNTY OR THE STATE OR ANY OF ITS POLITICAL SUBDIVISIONS TO PAY THIS NOTE OR TO ENFORCE PAYMENT HEREOF AGAINST ANY PROPERTY OF THE ISSUER OR OF ANY POLITICAL SUBDIVISION OF THE STATE OF MINNESOTA. THIS NOTE DOES NOT CONSTITUTE A CHARGE, LIEN OR ENCUMBRANCE, LEGAL OR EQUITABLE, UPON ANY PROPERTY OF THE ISSUER, AND THE AGREEMENT OF THE ISSUER TO PERFORM OR CAUSE THE PERFORMANCE OF THE COVENANTS AND OTHER PROVISIONS HEREIN REFERRED TO SHALL BE SUBJECT AT ALL TIMES TO THE AVAILABILITY OF REVENUES OR OTHER FUNDS FURNISHED FOR SUCH PURPOSE IN ACCORDANCE WITH THE INTERIM LOAN AGREEMENT SUFFICIENT TO PAY ALL COSTS OF SUCH PERFORMANCE OR THE ENFORCEMENT HEREOF. NONE OF THE STATE, THE COUNTY, THE ISSUER, OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE SHALL BE OBLIGATED TO PAY THE PRINCIPAL OF THIS NOTE OR INTEREST HEREON OR OTHER COSTS INCIDENT HERETO EXCEPT FROM REVENUES PLEDGED THEREFOR UNDER THE INTERIM LOAN AGREEMENT, AS MORE FULLY SET FORTH THEREIN. THIS NOTE IS NOT A DEBT OF THE UNITED STATES OF AMERICA OR ANY OTHER AGENCY THEREOF AND IS NOT GUARANTEED BY THE FULL FAITH AND CREDIT OF THE UNITED STATES OF AMERICA. THE PROVISIONS OF THIS PARAGRAPH SHALL, FOR PURPOSES OF THIS NOTE, BE CONTROLLING AND SHALL BE GIVEN FULL FORCE AND EFFECT, ANYTHING ELSE TO THE CONTRARY IN THIS NOTE NOTWITHSTANDING.

IT IS HEREBY CERTIFIED AND RECITED that all conditions, acts and things required to exist, happen, and be performed precedent to or in the issuance of this Note do exist, have happened, and have been performed in regular and due form as required by law.

IN WITNESS WHEREOF, the Issuer has caused this Note to be duly executed in its name by the manual signature of its Mayor and City Administrator and has caused this Note to be dated as of the date first written above.

CITY OF COTTAGE GROVE, MINNESOTA

By _____
Mayor

By _____
City Administrator

[City of Cottage Grove, Minnesota, Taxable Multifamily Housing Revenue Refunding Note (Interim Loan– Hadley Ridge Apartments Project), Series 2025]

CERTIFICATE OF REGISTRATION

The ownership of the unpaid Principal Balance of this Note and the interest accruing thereon is registered on the books of the City of Cottage Grove, Minnesota in the name of the holder last noted below.

Date of Registration	Name and Address Registered Owner	Signature of City Clerk, as Registrar
August 29, 2025	Bridgewater Bank 4450 Excelsior Blvd, Suite 100 St. Louis Park, MN 55416	

JOINT POWERS AGREEMENT WORKFORCE HOUSING PROJECT

THIS JOINT POWERS AGREEMENT (this “Agreement”) is dated as of August __, 2025, and entered into between the CITY OF COTTAGE GROVE, MINNESOTA (“Cottage Grove”), a statutory city, municipal corporation, and political subdivision duly organized and existing under the Constitution and laws of the State of Minnesota (the “State”), and the WASHINGTON COUNTY COMMUNITY DEVELOPMENT AGENCY, a body corporate and politic validly existing under the laws of the State of Minnesota (“Washington County CDA”). Cottage Grove and the Washington County CDA are collectively, the “Parties,” or individually, each is a “Party.” COTTAGE GROVE AH I, LLLP, a Minnesota limited liability limited partnership (the “Borrower”), is signing this Agreement to acknowledge and accept its obligations hereunder.

RECITALS

WHEREAS, Minnesota Statutes, Section 471.59 *et seq.* (the “Joint Powers Act”) provides that two or more governmental units, by agreement entered into through action of their governing bodies, may jointly or cooperatively exercise any power common to the contracting parties, and may provide for the exercise of such power by one of the participating governmental units.

WHEREAS, in connection with revenue bonds issued under Minnesota Statutes, Chapter 462C, as amended (the “Act”), Section 462C.14, Subd. 3 provides for joint action between cities, as defined in section 462C.02, subdivision 6 (which includes any statutory or home rule charter city and any public body which is the housing and redevelopment authority in and for a statutory or home rule charter city), pursuant to the Joint Powers Act.

WHEREAS, the Borrower has proposed that Cottage Grove: (i) issue one or more series of its multifamily housing revenue bonds or other obligations pursuant to the Act in an aggregate principal amount not to exceed \$50,000,000 (the “Bonds”), using in part, tax-exempt private activity bond volume cap (“Volume Cap”) of the State pursuant to Section 146(i)(6) of the Internal Revenue Code of 1986, as amended (the “Code”), from the Multifamily Housing Revenue Bonds (Cottage Grove Bluestem Project), Series 2024 (the “Original Bonds”), issued by the Washington County CDA in the original aggregate principal amount of \$8,220,000 (the “Original Bonds”), and loan the proceeds of the Bonds to the Borrower to finance the acquisition, construction, and equipping of 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 of Cottage Grove (the “Project”), and (ii) incur a taxable term loan from Bridgewater Bank, a Minnesota banking corporation (the “Lender”), in the principal amount of \$8,220,000 (the “Interim Loan”), pursuant to an Interim Loan Agreement between Cottage Grove, the Lender, and the Borrower (the “Interim Loan Agreement”), as evidenced by a note from Cottage Grove to the Lender (the “Note”), in the interim period between the redemption of the Original Bonds and the issuance of the Bonds by Cottage Grove, for the preservation and recycling of Volume Cap.

WHEREAS, under Section 146 of the Code, any portion of the Bonds issued on a tax-exempt basis (the “Tax-Exempt Obligations”) must receive an allocation of Volume Cap of the State or, under certain conditions, may utilize recycled Volume Cap pursuant to Section 146(i)(6) of the Code. The Code permits the recycling of Volume Cap for affordable housing projects and treats the recycling as a refunding for tax purposes if: (i) the “refunding” occurs within 4 years after the original bonds were issued, (ii) the “refunding” bonds are issued within 6 months after the principal payment of the original bonds, and (iii) the “refunding” bonds mature within 34 years of the original issue date.

WHEREAS, Cottage Grove submitted 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 Code and the requirements of Minnesota Statutes, Chapter 474A, as amended (the “Allocation Act”), and Cottage Grove received Certificate of Allocation No. 514 from MMB allocating tax-exempt bonding authority of the State of Minnesota to Cottage Grove for the Project in the amount of \$30,250,000, pursuant to the Allocation Act.

WHEREAS, the Borrower has represented to Cottage Grove and the Washington County CDA that the portion of the Tax-Exempt Obligations exceeding \$30,250,000 (the “Recycled Portion”) will meet the requirements of Section 146(i)(6) of the Code with respect to the recycling of Volume Cap from the Original Bonds.

WHEREAS, Washington County CDA loaned the proceeds of the Original Bonds (the “Original Loan”) to Cottage Grove Senior Limited Partnership, a Minnesota limited partnership (the “Original Borrower”), and at least 95% of the proceeds thereof were used to provide a qualified residential rental project as that term is defined in Section 142(d) of the Code, as evidenced on the Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues filed for the Original Bonds.

WHEREAS, to facilitate the preservation and recycling of Volume Cap from the Original Bonds, \$8,220,000 of Original Borrower funds intended for repayment of the Original Loan (the “Original Loan Repayment”) will be deemed directed to the Lender as cash collateral to secure the Interim Loan and in exchange for the deposit of an equal amount of Note proceeds with U.S. Bank Trust Company, National Association (the “Original Bond Trustee”), for the redemption of the Original Bonds.

WHEREAS, the Lender will deposit the Original Loan Repayment received from the Original Borrower in a segregated account in the name of the Borrower for the benefit of Cottage Grove (the “Collateral Fund”) as cash collateral to secure the Interim Loan pursuant to the Interim Loan Agreement.

WHEREAS, 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”) in accordance with the terms of that certain Indenture of Trust, dated as of March 1, 2024 (the “Original Bond Indenture”), by and between Washington County CDA and the Original Bond Trustee. On the Redemption Date, Washington County CDA will draw \$8,220,000 of principal on the Interim Loan to redeem the outstanding principal amount of the Original Bonds, as authorized under this Agreement, and the Original Bond Trustee will apply such amount to the redemption of the Original Bonds in accordance with the Original Bond Indenture. After redemption of the Original Bonds, \$8,220,000 of the Volume Cap therefrom will be reused by Cottage Grove to issue the Recycled Portion of the Tax-Exempt Obligations. Upon the issuance of the Bonds by Cottage Grove, the Recycled Portion will be used to repay the Interim Loan, and the Original Loan Repayment on deposit in the Collateral Fund will be transferred to the project fund for the Bonds and thereby used by Cottage Grove to provide a new loan to the Borrower in the aggregate principal amount of \$8,220,000 for the Project pursuant to one or more loan agreements between Cottage Grove and the Borrower to be executed in connection with the Bonds.

WHEREAS, in order to better leverage public funding by recycling bonding authority as permitted by Section 146(i)(6) of the Code, the Borrower has proposed that the Parties enter into this Agreement pursuant to the Joint Powers Act and the Act to provide Washington County CDA’s (i) consent for the Original Borrower to redirect the Original Loan Repayment to the Lender in exchange for the deposit of an equal amount of Note proceeds with the Original Bond Trustee for the redemption of the Original Bonds, (ii) authorization for the tender and redemption of the outstanding principal amount of the Original Bonds from the proceeds of the Interim Loan, and (iii) authorization for the issuance of the Recycled Portion of

the Bonds by Cottage Grove using the recycled Volume Cap from the Original Bonds for the purpose of financing a portion of the costs of the Project, and thereby provide a new loan for a project described in Section 142(d) of the Code.

WHEREAS, Section 146(i)(6) of the Code requires approval of the Bonds in accordance with Section 147(f) Code before the issuance thereof, and under Section 147(f) an applicable elected representative of each governmental unit in which facilities to be financed and refinanced by the Bonds are located must approve the issuance of the Bonds following a public hearing. Cottage Grove has previously approved, following a public hearing, (i) the proposal to undertake a housing program to finance the Project pursuant to the Act through the issuance of the Bonds, (ii) the issuance of the Bonds by as required under the Code, using in part, recycled Volume Cap from the Original Bonds pursuant to Section 146(i)(6) of the Code, and (iii) the incurrence of the Interim Loan to refund an equal amount of the Original Bonds and preserve the Volume Cap from the Original Bonds for the Recycled Portion. Washington County CDA has previously approved (i) the issuance of the Recycled Portion of the Bonds by Cottage Grove as required under the Code, using Volume Cap from the Original Bonds, and (ii) the execution of this Agreement.

NOW THEREFORE, Washington County CDA and Cottage Grove each in consideration of the representations, covenants and agreements of the other as set forth herein, mutually represent, covenant and agree as follows:

1. Washington County CDA consents to the deemed redirection of the Original Loan Repayment to the Lender for deposit in the Collateral Fund.

2. Washington County CDA authorizes the tender and redemption of the outstanding principal amount of the Original Bonds from the proceeds of the Interim Loan.

3. Cottage Grove intends to reuse a portion of the Volume Cap from the Original Bonds ("Recycled Volume Cap") in the amount of \$8,220,000 for the purpose of financing a portion of the costs of the Project, and thereby provide a new loan for a project described in Section 142(d) of the Code, and Washington County CDA authorizes such reuse of Recycled Volume Cap. Notwithstanding the above, Washington County CDA makes no opinion as to the authorization of Cottage Grove to reuse the Recycled Volume Cap.

4. The Borrower shall pay Washington County CDA an administrative fee equal to \$2,568.75 in connection with the Bonds to be issued by Cottage Grove using Recycled Volume Cap.

5. Cottage Grove shall exercise the powers of the Joint Powers Act and the Act by adopting, approving, and executing such resolutions, documents, and agreements as shall be necessary or convenient to authorize, issue, and sell the Bonds and such other resolutions, documents, and agreements as shall be necessary or required in connection with the issuance of the Bonds and giving effect to or carrying out the provisions of this Agreement and documents under which the Bonds are issued and/or secured.

6. The Bonds shall be special, limited obligations of Cottage Grove, payable solely from proceeds, revenues, and other amounts pledged thereto and more fully described one or more loan agreements between Cottage Grove and the Borrower to be executed in connection with the Bonds (the "Loan Agreement"). In no event shall the Bonds ever be payable from or charged upon the general credit, taxing powers, or any funds of any of the Parties; the Parties are not subject to any liability thereon; no owners of the Bonds shall ever have the right to compel the exercise of the taxing power of either of the Parties to pay any of the Bonds or the interest thereon, nor to enforce payment thereof against any property of either of the Parties; the Bonds shall not constitute a charge, lien, or encumbrance, legal or equitable,

upon any property of any of the Parties; and the Bonds do not constitute an indebtedness of either of the Parties within the meaning of any constitutional, statutory, or charter limitation.

7. The Borrower has agreed to indemnify the Parties as set forth in the Loan Agreement. Nothing herein is intended or shall result in a waiver of the defenses or immunities, or monetary limits on damages that each Party is entitled to by law. In accordance with Minnesota Statutes 471.59, for purposes of determining total liability for damages, the Parties shall be considered a single governmental unit and the total liability for the Parties shall not exceed the limits on governmental liability for a single governmental unit as specified in section Minnesota Statutes Section 466.04, subdivision 1.

8. Pursuant to the Loan Agreement, Cottage Grove will require that, as a condition to issuing the Bonds, the Borrower shall have paid all fees of the Parties and all costs incurred by the Parties in the authorization, execution, delivery, and performance of this Joint Powers Agreement and all related transactions, including attorneys fees.

9. This Agreement shall terminate upon the retirement or defeasance of the last of the outstanding Bonds, and this Agreement may not be terminated in advance of such retirement or defeasance.

10. This Agreement may be executed in counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

11. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. For purposes hereof: (a) "electronic signature" means a manually signed original signature that is then transmitted by electronic means; and (b) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on its behalf by its duly authorized officers, all as of the day and year first above written.

CITY OF COTTAGE GROVE, MINNESOTA

By _____
Its Mayor

By _____
Its City Administrator

[Signature page to Joint Powers Agreement – Workforce Housing Project]

**WASHINGTON COUNTY COMMUNITY
DEVELOPMENT AGENCY**

By _____
Executive Director

[Signature page to Joint Powers Agreement – Workforce Housing Project]

The Borrower acknowledges and accepts its obligations pursuant to the foregoing Joint Powers Agreement.

COTTAGE GROVE AH I, LLLP, a Minnesota limited liability limited partnership

By: Cottage Grove AH I, LLC, a Minnesota limited liability company

Its: General Partner

By: _____
Patrick Ostrom, Vice President

[Signature page to Joint Powers Agreement – Workforce Housing Project]



City Council Action Request

11.A.

Meeting Date 8/20/2025

Department Community Development

Agenda Category Action Item

Title 61 Marine & Sports – Conditional Use Permit and Site Plan Review

Staff Recommendation 1) Adopt Resolution 2025-110 approving a Conditional Use Permit for the display, hire, service, rental, leasing, and/or sales of boats and recreational vehicles conducted outside a building with servicing conducted within a building at 61 Marine & Sports, 11730 Point Douglas Drive South. 2) Adopt Resolution 2025-111 approving a Site Plan Review to construct a 4,000 square foot building addition for boat servicing at 61 Marine & Sports, 11730 Point Douglas Drive South.

Budget Implication N/A

Attachments

1.	61 Marine & Sports CC Memo
2.	61 Marine & Sports Site Plan
3.	61 Marine & Sports Neighbor Comment E-mail
4.	61 Marine & Sports CUP Resolution 2025-110
5.	61 Marine & Sports Site Plan Resolution 2025-111
6.	61 Marine & Sports - Resolution 2015-118
7.	61 Marine & Sports - Resolution 2018-130
8.	61 Marine & Sports - Resolution 2019-006
9.	61 Marine & Sports - Resolution 2021-139

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

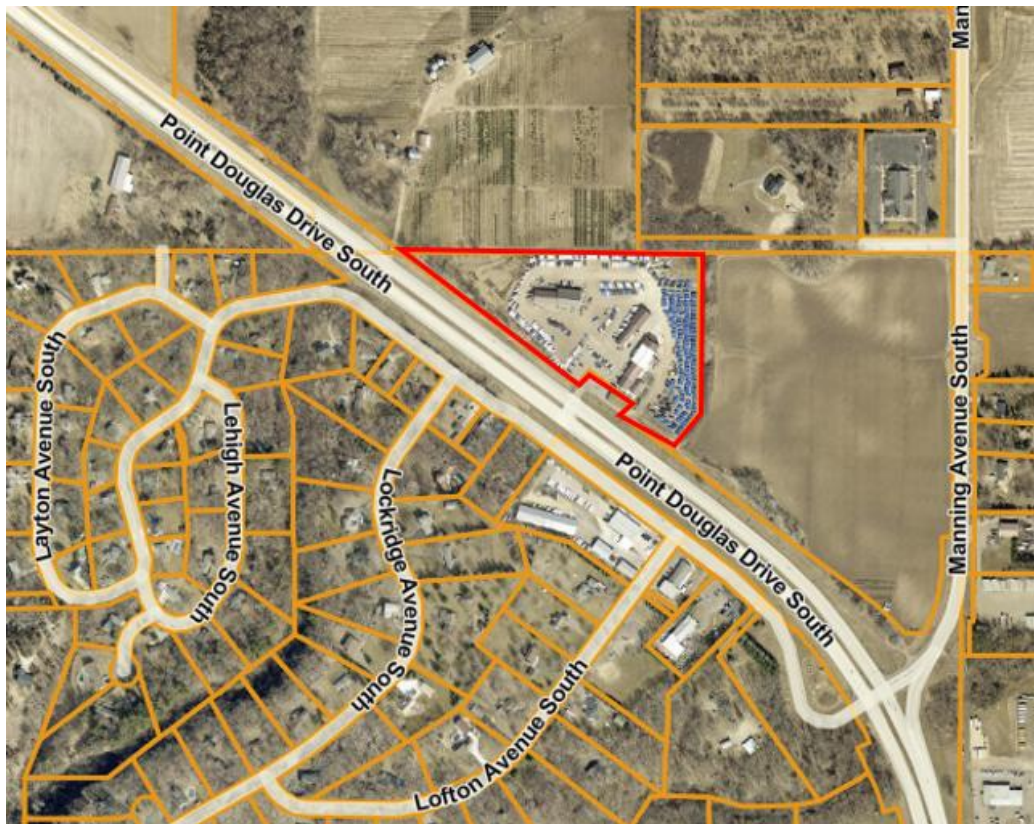
FROM: Samantha Pierret, Senior Planner

DATE: August 12, 2025

RE: 61 Marine & Sports – Conditional Use Permit and Site Plan Review

Proposal

61 Marine & Sports (Applicant) has submitted an application for a Site Plan Review for a 50-foot by 80-foot building addition and a Conditional Use Permit (CUP) for the display, hire, service, rental, leasing, and/or sale of boats and recreational vehicles conducted outside a building with servicing inside a building at 11730 Point Douglas Drive South.



Location Map

Review Schedule

Application Received: July 8, 2025
Application Accepted: July 9, 2025
Planning Commission Meeting: July 28, 2025
City Council Meeting: August 20, 2025
60-Day Review Deadline: September 7, 2025



Proposed Site Plan

Background

The Applicant's use of the property was considered a legal non-conforming use (boat storage and assembly and outdoor storage and sales of recreational vehicles) for many years and was zoned B-2, Retail Business Zoning District. There were approvals for the use on the property going back to 1984 (Resolutions 84-07, 93-103, 98-178, 13-117, and 14-058).

In 2015, a Conditional Use Permit, Site Plan Review, and Minor Subdivision were approved to expand a legal non-conforming use on the property to a western parcel under common ownership and expand the business activities on the properties via a 6,000 square foot building addition (Resolution 2015-118). This approval revoked all prior resolutions and required that any additional building construction or site improvements meet the City's Zoning Ordinance performance standards for site development.

In 2018, the Applicant further expanded operations to the east and was required to apply for an amendment to the existing CUP and site plan that was approved in 2015 (Resolution 2018-130). The CUP conditions from 2015 were carried through to the 2018 CUP.

In 2019, the applicant continued to expand operations onto property east of the 61 Marine & Sports site. A CUP and Site Plan Review were approved for additional outdoor storage and sales on a leased plot of land (Resolution 2019-006). A minor subdivision was recorded in 2021, and three separate parcels were combined to create the single 11.97-acre parcel that exists today.

In 2021 a CUP and Site Plan Review were approved to construct another building addition expanding the non-conforming use of the property (Resolution 2021-139).

The property's zoning classification was changed to B-3, General Business, in 2022 as part of the City Code updates. Establishments for the sale, display, hire, service, rental, and/or leasing of boats are conditionally permitted uses in the B-3 District. With the zoning classification change, the Applicant is now able to apply for a conditional use permit to legally establish the use on site instead of continuing to expand an existing non-conforming use. Site Plan Review is also required for the proposed building addition.

Planning Considerations

Comprehensive Plan and Zoning

The Applicant's property is currently zoned B-3, General Business District. This district is intended to provide centralized areas for retail business areas and highway or automobile-oriented businesses. The property is currently guided for commercial use in the 2040 Comprehensive Plan.

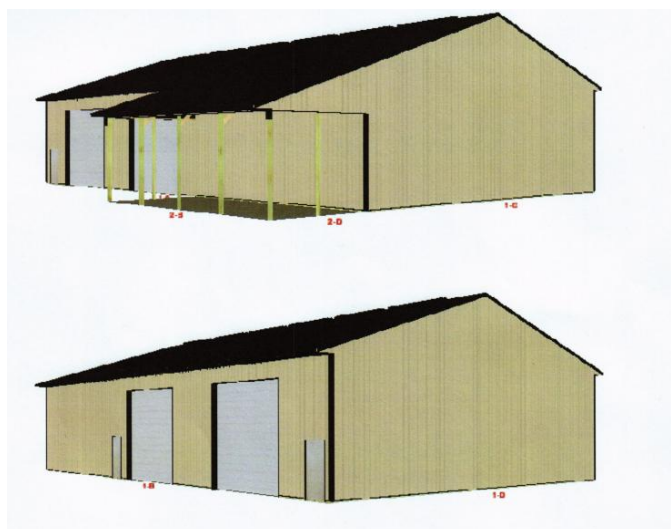


Site Plan

The Applicant is proposing an 80-foot by 50-foot addition to the west side of an existing building. The addition will be used for cleaning and detailing boats.

Architecture

The exterior materials on all buildings facing Highway 61 must have matching exterior building material facing the highway. The proposed building addition must be constructed of cementitious siding as required by Resolution 2018-130.



Proposed Building Addition Exterior

Parking

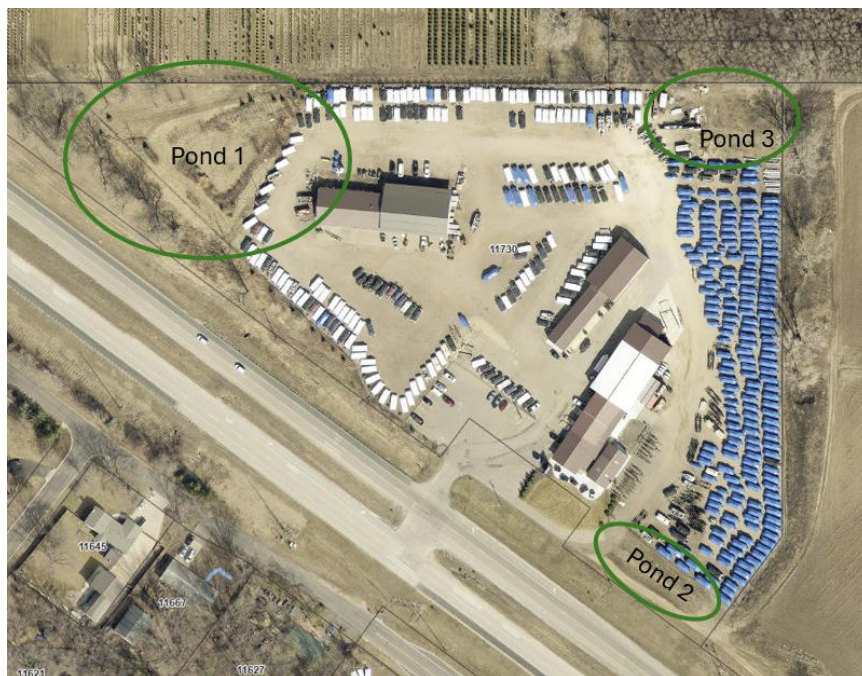
The proposed building addition does not require additional parking on the site. Customers and employees at the site currently park in a designated area north of the property entrance from Highway 61. The parking area is separated from the service and storage areas by chain link fencing.

Stormwater Management

Properties zoned B-3 are limited to 70 percent impervious surface coverage. The site comprises approximately 11.97 acres of which approximately 8.92 acres or 74.5 percent are covered with impervious surfaces such as aggregate, concrete, bituminous, and structures. The building addition will be constructed on space already occupied by impervious surface (crushed blacktop and aggregate).

Given the proposed addition does not increase the impervious area on the site, no additional storm water mitigation is necessary. No grading permit is required given the minimal material needed to be moved as part of the proposed addition.

There are three stormwater basins on site. The Applicant has a stormwater maintenance agreement in place, although some basins have experienced destruction or lack of maintenance over the years. The Applicant hired a contractor to complete stormwater infrastructure repairs in July 2025.



Storm Ponds

Tree Preservation

There is no tree removal proposed with this application.

Landscaping and Screening

The 2019 Conditional Use Permit (Resolution 2019-006) included a condition that landscaping and screening be installed within the required ten-foot wide side yard setback from the east property line. The Applicant must install 11 coniferous trees along the southeast corner of the boat storage area to screen this area from the right-of-way of Highway 61. An existing berm on the neighboring property and existing vegetation screen the storage area from the adjacent property and the Manning Avenue/Highway 95 right-of-way. The exact location of the trees will be determined by spacing needs at the time of planting. Any dead or missing landscaping on the site shall be replaced.

Resolution 2015-118 required front fencing along Highway 61 to be constructed of ornamental fencing or black vinyl-clad chain link fencing. The property currently uses traditional chain link fencing around the perimeter. It is recommended that future fence replacement along the Highway 61 frontage utilize either ornamental fencing meeting City specifications at the time or black vinyl-clad chain link fencing.



Required Landscape Screening (Approximate Location)

Public Hearing Notices

The public hearing notice for the July 28, 2025, Planning Commission meeting was published in the *Saint Paul Pioneer Press* on July 16, 2025, and mailed to 16 property owners within 500 feet

of the proposed project. A neighbor sent an email that they have concerns with existing lighting and requested all outdoor lighting be downward directed.

Planning Commission Meeting

The City's Planning Commission reviewed and held a public hearing for the request at their July 28, 2025, meeting. One email was received from a neighboring property owner concerning existing lighting and provided to the Planning Commission. Below is a summary of the Planning Commission's inquiries about the proposal. The Commission unanimously (5-to-0) voted to recommend approval of the application.

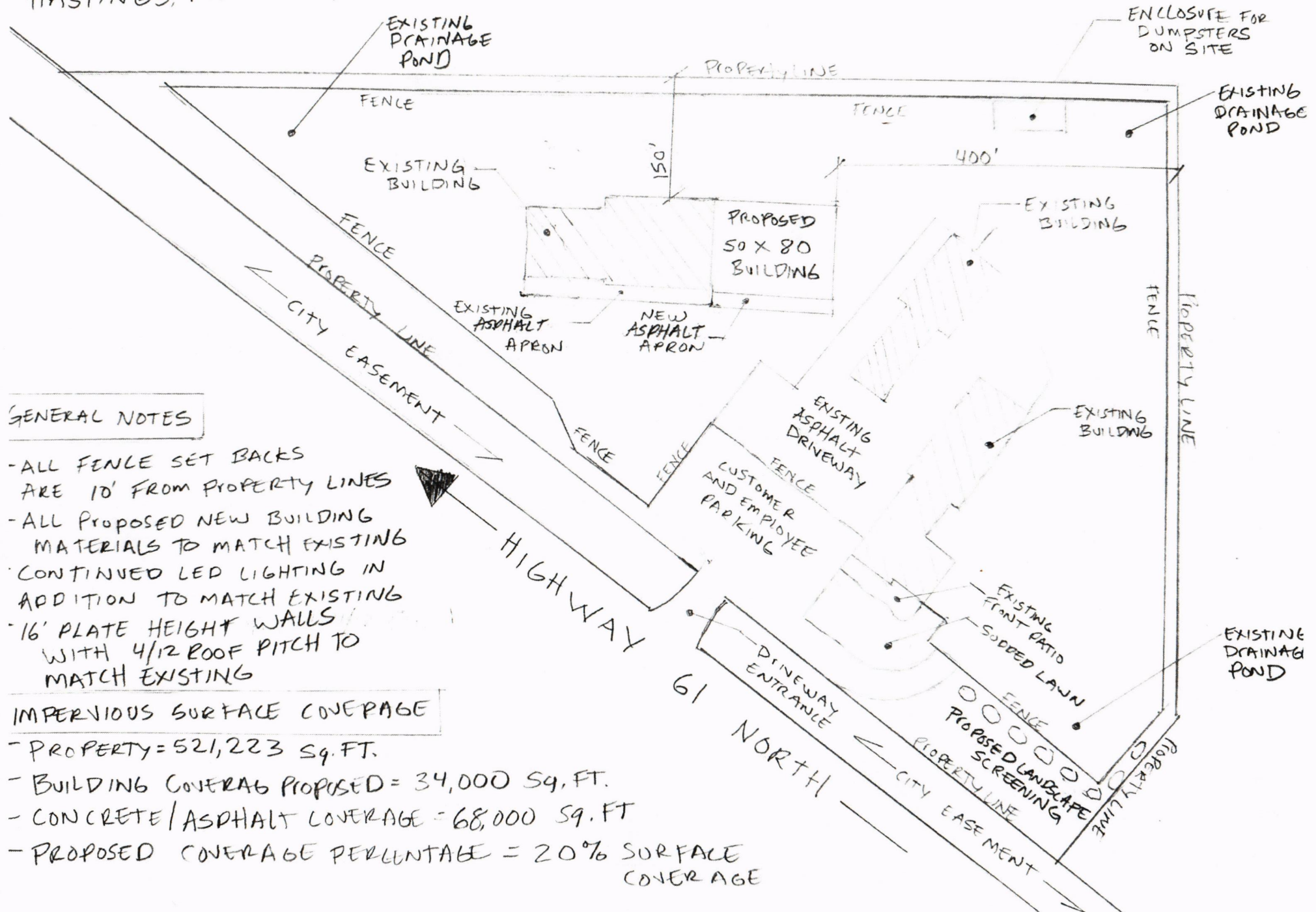
- Can staff comment on the letter received from the neighboring property owner regarding site lighting?
 - Staff stated that existing lighting on site does not appear to meet City standards for being downward directed. Staff will work with the applicant to address existing lighting on site as part of this CUP request because all sites must meet lighting requirements.

Recommendation

The City Council is recommended to take the following actions:

1. Adopt Resolution 2025-110 approving a Conditional Use Permit for the display, hire, service, rental, leasing, and/or sales of boats and recreational vehicles conducted outside a building with servicing conducted within a building at 61 Marine & Sports, 11730 Point Douglas Drive South.
2. Adopt Resolution 2025-111 approving a Site Plan Review to construct a 4,000 square foot building addition for boat servicing at 61 Marine & Sports, 11730 Point Douglas Drive South.

SITE PLAN



- ALL FENCE SET BACKS ARE 10' FROM PROPERTY LINES
- ALL PROPOSED NEW BUILDING MATERIALS TO MATCH EXISTING
- CONTINUED LED LIGHTING IN ADDITION TO MATCH EXISTING
- 16' PLATE HEIGHT WALLS WITH 4/12 ROOF PITCH TO MATCH EXISTING

- PROPERTY = 521,223 Sq. FT.
- BUILDING COVERAGE PROPOSED = 34,000 Sq. FT.
- CONCRETE / ASPHALT COVERAGE = 68,000 Sq. FT.
- PROPOSED COVERAGE PERCENTAGE = 20% SURFACE COVERAGE

From: Teresa Williams
Sent: Tuesday, July 22, 2025 3:27 PM
To: Kathy Dennis <KDennis@cottagegrovemn.gov>
Subject: 61 Marine & Sports

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

Hello,

We received the 61 Marine & Sports Notice of Public Hearing for July 28, 2025. The only concern we have is related to the lighting. I believe somewhere between 2022-2025, outdoor lights were installed. The lights shine across the highway and onto our property at night, shining directly into our windows. If the lights could be directed downward, I think that would solve the issue.

Thank you for considering our concern.

Teresa and Dean Williams

From: [Dean & Teresa Williams](#)
To: [Kathy Dennis](#)
Subject: Fwd: 61 Marine lights
Date: Friday, July 25, 2025 2:13:40 PM

You don't often get email from deanteresaw@yahoo.com. [Learn why this is important](#)

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

Hello, I sent an email about the 61 Marine Notice of public Hearing. I'd like to add this picture I took last night to give you an idea how the lights are shining into our yard.

Thank you. Feel free to call with any questions.

Teresa Williams
651-324-3050
Sent from my iPhone

Begin forwarded message:

From: Dean & Teresa Williams <deanteresaw@yahoo.com>
Date: July 25, 2025 at 2:06:53 PM CDT
To: Teresa Williams <deanteresaw@yahoo.com>
Subject: 61 lights



Sent from my iPhone

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2025-110

**A RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR THE DISPLAY,
HIRE, SERVICE, RENTAL, LEASING, AND/OR SALES OF BOATS AND
RECREATIONAL VEHICLES CONDUCTED OUTSIDE A BUILDING WITH SERVICING
CONDUCTED WITHIN A BUILDING AT 11730 POINT DOUGLAS DRIVE SOUTH**

WHEREAS, 61 Marine & Sports has submitted an application for a conditional use permit for the display, hire, service, rental, leasing, and/or sale of boats and recreational vehicles conducted outside a building with servicing conducted within a building on property legally described as:

LOT ONE (1), BLOCK ONE (1), SEEGER ADDITION, AND THAT PART OF LOT 2, BLOCK 1, SEEGER ADDITION, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST (NE) CORNER OF SAID LOT 2; THENCE S00°10'9"E, BEARING ASSUMED, ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 324.10 FEET TO THE NORTHEAST (NE) CORNER OF LOT 1, BLOCK 1 OF SAID SEEGER ADDITION; THENCE S89°36'29"W, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 217.31 FEET TO THE NORTHWEST (NW) CORNER OF SAID LOT 1; THENCE N00°10'09"W, PARALLEL WITH THE EAST LINE OF SAID LOT 2, A DISTANCE OF 324.94 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE N89°49'51"E, ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 217.31 FEET TO THE POINT OF BEGINNING; AND THAT PART OF LOT 2, BLOCK 1 SEEGER ADDITION, LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE S 00 DEGREES 10 MINUTES 09 SECONDS E, BEARING ASSUMED, ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 324.10 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 1 OF SAID SEEGER ADDITION; THENCE S 89 DEGREES 36 MINUTES 29 SECONDS W, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 217.31 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE S 36 DEGREES 21 MINUTES 40 SECONDS W, ALONG THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 266.02 FEET TO THE POINT OF BEGINNING OF THE LINE TO BE DESCRIBED; THENCE N 36 DEGREES 21 MINUTES 40 SECONDS E A DISTANCE 266.02 FEET; THENCE N 00 DEGREES 10 MINUTES 09 SECONDS W A DISTANCE OF 324.94 FEET TO THE NORTH LINE OF SAID LOT 2 AND THERE TERMINATING; SUBJECT TO EASEMENTS OF RECORD IF ANY; AND THAT PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 27 NORTH, RANGE 21 WEST, WASHINGTON COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE (CONTINUED BELOW) NORTH LINE OF SAID NORTH 1/2 OF SOUTHEAST 1/4 DISTANT 1460 FEET EAST OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH, AT RIGHT ANGLES TO SAID NORTH LINE, TO THE INTERSECTION WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE TRUNK HIGHWAY 61, SAID POINT OF INTERSECTION BEING THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE NORTHWESTERLY, ALONG SAID RIGHT-OF-WAY LINE, 250 FEET; THENCE DEFLECT TO THE RIGHT 90 DEGREES, TO THE INTERSECTION WITH A LINE BETWEEN THE AFORE-DESCRIBED POINT OF COMMENCEMENT AND THE AFOREDESCRIBED POINT OF BEGINNING; THENCE SOUTHERLY TO THE POINT OF BEGINNING AND THERE TERMINATING; AND THAT PART OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 27 NORTH, RANGE 21

WEST, WASHINGTON COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER, THENCE SOUTH 89 DEGREES 58 MINUTES 28 SECONDS EAST, ASSUMED BEARING, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1460.00 FEET, THENCE SOUTH 00 DEGREES 01 MINUTE 32 SECONDS WEST, A DISTANCE 817.05 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE TRUNK HIGHWAY NO. 61 ALSO BEING THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE NORTH 00 DEGREES 01 MINUTES 32 SECONDS EAST, A DISTANCE OF 817.05 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER, THENCE SOUTH 89 DEGREES 58 MINUTES 28 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 118.16 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 32 SECONDS WEST, A DISTANCE OF 657.55 FEET TO THE INTERSECTION WITH A LINE THAT BEARS NORTH 36 DEGREES 33 MINUTES 28 SECONDS EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 36 DEGREES 33 MINUTES 28 SECONDS WEST, A DISTANCE OF 198.5 FEET TO THE POINT OF BEGINNING. SUBJECT TO EASEMENTS OF RECORD, Cottage Grove, Washington County, State of Minnesota

Commonly known as 11730 Point Douglas Drive South, Cottage Grove, Minnesota; and

WHEREAS, in 2015 a CUP, Site Plan Review, and Minor Subdivision to expand a non-conforming use was approved for 61 Marine & Sports and all previous approvals were rescinded as Resolution 2015-118; and

WHEREAS, in 2018 a CUP to expand a non-conforming use was approved for 61 Marine & Sports as Resolution 2018-130; and

WHEREAS, in 2019 a CUP and Site Plan Review to expand a non-conforming use was approved for 61 Marine & Sports as Resolution 2019-006; and

WHEREAS, in 2021 a CUP and Site Plan Review to expand a non-conforming use was approved for 61 Marine & Sports as Resolution 2021-139; and

WHEREAS, in 2022 the property was the subject of a zoning amendment thereby changing the classification to B-3, General Business District, where the existing use is permitted with a CUP (Ordinance No. 1063); and

WHEREAS, the Applicant proposes to expand an existing building and obtain CUP approval for the existing use; therefore, the City desires to rescind the prior CUP and Site Plan Resolutions (Resolution No. 2015-118, Resolution No. 2018-130, Resolution No. 2019-006, and Resolution No. 2021-139) and approve a new CUP for the existing business operations; 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 St. Paul Pioneer Press; and

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

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

WHEREAS, the Planning Commission unanimously (5-to-0 vote) recommended that the City Council approve the CUP.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Cottage Grove, Washington County, Minnesota, hereby approves the conditional use permit for the display, hire, service, rental, leasing, and/or sales of boats and recreational vehicles conducted outside a building with servicing conducted within a building at 11730 Point Douglas Drive South.

BE IT FURTHER RESOLVED, the approval of the conditional use permit is subject to the following conditions:

1. Resolutions No. 2015-118, 2018-130, 2019-006, and 2021-139 shall be rescinded.
2. The front fencing along Highway 61 and the east property line shall be constructed with ornamental fencing meeting City standards for commercial properties or be constructed of black vinyl-clad chain link fencing at the time of replacement. The remaining site (west, north) fencing materials shall meet the ordinance criteria for commercial fencing.
3. Exterior storage and display are prohibited outside of the fenced storage area.
4. Exterior storage and display are permitted on the concrete patio in front of the principal structure.
5. A ten-foot-wide side yard setback area from the east property line shall be required for parking lots, storage, and drive aisles. All areas shall meet this setback, and landscape screening shall be installed within this setback at the time the parcel to the east fully develops (Parcel 36.027.21.41.0010).
6. Landscaping and screening: Eleven coniferous trees shall be installed outside of existing fencing, in the southeast corner of the boat storage area prior to the issuance of a certificate of occupancy. These trees shall not be planted within the storm-water basin.
7. Installation of landscaping shall occur in a timely fashion and be consistent with the approved plan. Prior to the issuance of a building permit, a letter of credit in the amount of 150 percent of the landscaping estimate shall be submitted to the City as required by Ordinance. The financial guarantee shall be held until all required plantings are installed. After installation, the Planning Department shall conduct an inspection to verify compliance with the landscape plan. If the inspection is approved, 50 percent of the financial guarantee shall be released. One year from the date of

the initial inspection, a follow-up inspection shall be conducted to verify survivability. If the follow-up inspection is approved, the remainder of the financial guarantee shall be released.

8. Landscaping on the site must be maintained in good health at all times, and dead plantings shall be replaced in a timely manner.
9. A 20-foot-wide fire access lane is required to be maintained at all times in the storage area between boats, vehicles, and equipment.
10. Portions of the access drive from the existing parking lot to the eastern exterior storage area are located within a public right-of-way easement. Future public improvements in the area may require this access to be altered or removed. If access to the parcel from Highway 61 is severed, the property owner must construct a paved access to the storage area and easternmost property line at the owner's expense. The costs associated with the alteration or removal are the Applicant's responsibility.
11. Display or parking of vehicles is prohibited within the access drive to the eastern storage area and within the public right of way.
12. Trash and recycling containers shall be screened from all public rights of way and neighboring parcels. Rubbish, waste, and recycling containers shall always be maintained so as not to cause odors or other public nuisances.
13. All outdoor lighting shall be downward directed and installed in accordance with City ordinance criteria.
14. The Applicant shall maintain all stormwater basins on site in accordance with the private stormwater maintenance agreement. Stormwater basins shall not be used for the storage or display of boats, trailers, or other equipment and vehicles. Stormwater basins shall not be used for snow storage.
15. Signage is not approved as part of this application. Any proposed new signage shall meet the requirements of the City's Sign Ordinance and require a separate building permit. Existing signage is legal non-conforming and cannot be expanded without appropriate approvals.

Passed this 20th day of August, 2025.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2025-111

**A RESOLUTION APPROVING A SITE PLAN REVIEW FOR THE
CONSTRUCTION OF A 50-FOOT BY 80-FOOT BUILDING ADDITION
LOCATED AT 11730 POINT DOUGLAS DRIVE SOUTH**

WHEREAS, 61 Marine & Sports applied for a site plan review for the construction of an 80-foot by 50-foot building addition for the property legally described below:

LOT ONE (1), BLOCK ONE (1), SEEGER ADDITION, AND THAT PART OF LOT 2, BLOCK 1, SEEGER ADDITION, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST (NE) CORNER OF SAID LOT 2; THENCE S00°10'9"E, BEARING ASSUMED, ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 324.10 FEET TO THE NORTHEAST (NE) CORNER OF LOT 1, BLOCK 1 OF SAID SEEGER ADDITION; THENCE S89°36'29"W, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 217.31 FEET TO THE NORTHWEST (NW) CORNER OF SAID LOT 1; THENCE N00°10'09"W, PARALLEL WITH THE EAST LINE OF SAID LOT 2, A DISTANCE OF 324.94 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE N89°49'51"E, ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 217.31 FEET TO THE POINT OF BEGINNING; AND THAT PART OF LOT 2, BLOCK 1 SEEGER ADDITION, LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE S 00 DEGREES 10 MINUTES 09 SECONDS E, BEARING ASSUMED, ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 324.10 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 1 OF SAID SEEGER ADDITION; THENCE S 89 DEGREES 36 MINUTES 29 SECONDS W, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 217.31 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE S 36 DEGREES 21 MINUTES 40 SECONDS W, ALONG THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 266.02 FEET TO THE POINT OF BEGINNING OF THE LINE TO BE DESCRIBED; THENCE N 36 DEGREES 21 MINUTES 40 SECONDS E A DISTANCE 266.02 FEET; THENCE N 00 DEGREES 10 MINUTES 09 SECONDS W A DISTANCE OF 324.94 FEET TO THE NORTH LINE OF SAID LOT 2 AND THERE TERMINATING; SUBJECT TO EASEMENTS OF RECORD IF ANY; AND THAT PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 27 NORTH, RANGE 21 WEST, WASHINGTON COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE (CONTINUED BELOW) NORTH LINE OF SAID NORTH 1/2 OF SOUTHEAST 1/4 DISTANT 1460 FEET EAST OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH, AT RIGHT ANGLES TO SAID NORTH LINE, TO THE INTERSECTION WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE TRUNK HIGHWAY 61, SAID POINT OF INTERSECTION BEING THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE NORTHWESTERLY, ALONG SAID RIGHT-OF-WAY LINE, 250 FEET; THENCE DEFLECT TO THE RIGHT 90 DEGREES, TO THE INTERSECTION WITH A LINE BETWEEN THE AFORE-DESCRIBED POINT OF COMMENCEMENT AND THE AFOREDESCRIBED POINT OF BEGINNING; THENCE SOUTHERLY TO THE POINT OF BEGINNING AND THERE TERMINATING; AND THAT PART OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 27 NORTH, RANGE 21

WEST, WASHINGTON COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER, THENCE SOUTH 89 DEGREES 58 MINUTES 28 SECONDS EAST, ASSUMED BEARING, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1460.00 FEET, THENCE SOUTH 00 DEGREES 01 MINUTE 32 SECONDS WEST, A DISTANCE 817.05 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE TRUNK HIGHWAY NO. 61 ALSO BEING THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE NORTH 00 DEGREES 01 MINUTES 32 SECONDS EAST, A DISTANCE OF 817.05 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER, THENCE SOUTH 89 DEGREES 58 MINUTES 28 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 118.16 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 32 SECONDS WEST, A DISTANCE OF 657.55 FEET TO THE INTERSECTION WITH A LINE THAT BEARS NORTH 36 DEGREES 33 MINUTES 28 SECONDS EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 36 DEGREES 33 MINUTES 28 SECONDS WEST, A DISTANCE OF 198.5 FEET TO THE POINT OF BEGINNING. SUBJECT TO EASEMENTS OF RECORD, Cottage Grove, Washington County, State of Minnesota

Commonly known as 11730 Point Douglas Drive 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 answered questions from the Planning Commission; and

WHEREAS, the Planning Commission unanimously (5-to-0 vote) recommended that the City Council approve the site plan review for an 80-foot by 50-foot building addition at 11730 Point Douglas Drive South 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 site plan review for the construction of an 80-foot by 50-foot building addition at 11730 Point Douglas Drive South, subject to the conditions below:

1. Construction of the new building addition shall utilize cementitious board in a color that matches the existing structure.
2. All applicable permits (i.e.; building, electrical, grading, mechanical, right-of-way) must be completed, submitted, and approved by the City prior to the commencement of any construction activities. Detailed construction plans must be reviewed and approved by the Building Official or City Engineer.

3. All outdoor lighting shall be downward directed and installed in accordance with City ordinance criteria.
4. The area in front of the new addition shall be paved with an asphalt apron in a manner similar to the existing pavement in front of the existing structure.
5. Signage is not approved as part of this application. Any proposed new signage shall meet the requirements of the City's Sign Ordinance and require a separate building permit. Existing signage is legal non-conforming and cannot be expanded without appropriate approvals.

Passed this 20th day of August 2025.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

EXHIBIT A

RESOLUTION NO. 2015-118

RESOLUTION APPROVING A MINOR SUBDIVISION TO CREATE A PARCEL OF LAND; A CONDITIONAL USE PERMIT TO ALLOW EXPANSION OF A LEGAL NONCONFORMING USE; A PHASED SITE PLAN FOR EXPANSION ONTO A 6.07-ACRE PARCEL; AND A VARIANCE FROM MINIMUM LANDSCAPING COVERAGE REQUIREMENTS AT 61 MARINE & SPORTS, 11730 POINT DOUGLAS DRIVE SOUTH

WHEREAS, Stu-Mac Properties c/o 61 Marine & Sports applied for a minor subdivision to create a 42,120 square foot parcel of land; a conditional use permit to allow the expansion of a legal nonconforming use west of the existing property on Parcel ID #36.027.21.42.0003; a phased site plan for expansion onto a 6.07-acre parcel; and a variance from the minimum landscaping coverage requirements, located on property legally described below:

Lots 1 and 2, Seeger Addition, Cottage Grove, Washington County, State of Minnesota.

Commonly known as 11730 Point Douglas Drive South, Cottage Grove, Washington County, State of Minnesota.

WHEREAS, public hearing notices were mailed to surrounding property owners within 500 feet of the proposed development site and a public hearing notice was published in the South Washington County Bulletin; and

WHEREAS, a planning staff report which detailed specific information about the property and proposed commercial project and the variance, minor exception subdivision, and site plan review applications was prepared and presented to the Planning Commission; and

WHEREAS, the Planning Commission held the public hearing on these applications on November 2, 2015; and

WHEREAS, the public hearing was open for public testimony and no public testimony or written comments was received; and

WHEREAS, the Planning Commission reviewed the variance criteria and findings of facts established by the Zoning Ordinance for granting a variance; and

WHEREAS, the Planning Commission unanimously (8-to-0 vote) recommended approval of the minor subdivision, conditional use permit, site plan review and variance applications, based on the findings of facts and subject to the conditions listed in the Planning Staff Report dated November 2, 2015.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Cottage Grove, Washington County, Minnesota, hereby grants a minor subdivision to create a 42,120 square foot parcel of land; a conditional use permit to allow the expansion of a legal nonconforming use west of the existing property on Parcel ID #36.027.21.42.0003; a phased site plan for expansion onto a 6.07-acre parcel; and a variance from the minimum landscaping coverage requirements, located on the property legally described above and based on the following findings of fact:

- A. Traffic flow would be hindered by inclusion of interior vegetative landscaped islands in the exterior storage area.
- B. The existing tree preservation areas provide adequate screening of the storage area.
- C. The new required landscaping adjacent to the new employee parking area meets the screening and shade intent and purpose of the landscape ordinance.
- D. The ordinance allows up to 75 percent site coverage for buildings, parking, and other impervious areas.
- E. The rural location of the property and existing trees on the site after site development are unique when compared with brownfield developments within the urban area.
- F. The requested variance does not create any negative burdens or undue hardship on adjacent properties or the general public.

BE IT FURTHER RESOLVED, the recommendation approving the minor subdivision, conditional use permit, site plan review, and variance applications is subject to the following conditions:

Conditional Use Permit Conditions of Approval:

- 1. Resolution Nos. 84-07, 93-103, 98-178, 13-117, and 14-058 and all uses permitted by said resolutions shall be revoked.
- 2. The construction of the new sales/storage building will require conformance to the City's commercial architectural standards, an administrative site plan review, and building and grading permits.
- 3. Any additional expansion on the site shall require a conditional use permit amendment and all required City permits.
- 4. All applicable permits (i.e.; building, electrical, grading, mechanical, right-of-way) must be completed, submitted, and approved by the City prior to the commencement of any construction activities. Detailed construction plans must be reviewed and approved by the Building Official or City Engineer.
- 5. The front fencing along Highway 61 shall be constructed with ornamental fencing meeting the City's standard detail plate for commercial properties or be constructed of black vinyl-clad chain link fencing. The remaining fencing materials shall meet the ordinance criteria related to commercial fencing.
- 6. Exterior storage and display is prohibited outside of the fenced storage area.
- 7. Exterior storage and display are permitted on the concrete patio in front of the principal structure.

8. The storage area along the east side of the site shall be screened with additional landscaping around the perimeter.
9. A 20-foot fire access lane is required to be maintained at all times in the storage area.
10. The areas identified as bituminous shall be constructed prior to June 1, 2016.
11. The new bituminous access drive from the existing parking lot to the front of the expansion area will be located in an area that is on the applicant's property, but within a public right-of-way easement created in the City's favor. Future public improvements in the easement area could impact the new access drive or require it to be altered or removed. The costs associated with the alteration or removal are the applicant's responsibility.
12. Display or parking of vehicles is prohibited on the new bituminous access drive.
13. The access drive construction requires a public right-of-way permit.
14. Additional landscaping consisting of ornamental trees, shrubs, perennials, and hardwood mulch shall be installed adjacent to the proposed bituminous access drive and the display patio at the front of the main building. A final landscape plan shall be submitted with the building permit application.
15. The construction of the identified future sales and storage building will require that all gravel areas on the site be hardsurfaced with concrete or bituminous and shall include concrete curb and gutter per the City's commercial parking requirements at that time.
16. The exterior finish materials of the future sales and storage building shall meet the City's architectural standards at the time of construction.
17. The display or parking of vehicles in the existing public right-of way easement is prohibited.
18. The applicant shall plant 11 Category B trees between the public right of way for Highway 61 and the new employee parking area.
19. Trash and recycling containers shall be contained in enclosures meeting City ordinance criteria.
20. All mechanical equipment and general storage shall be screened from public view as reviewed and approved by the Community Development Department.
21. Prior to a grading permit application, a detailed landscaping plan shall be submitted that meets the approval of the Community Development Department.
22. Prior to the release of the grading permit, a bona fide cost estimate of the landscaping improvements must 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, the applicant must inform the City in writing that said improvements have been completed. The City will retain the financial guarantee for a period of one year from the date of notice to insure the survival of the plantings and that the required as-built survey has been submitted. No building or right-of way permits will be issued until the required financial guarantee has been received and accepted by the City.

23. All outdoor lighting shall be downward directed and installed in accordance with City ordinance criteria.
24. The grading plan and site grading of the property shall be consistent with the approved surface water management plan.
25. The applicant is responsible for the maintenance of the new stormwater basin in conformance with the approved grading plan at all times.
26. 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 interim conditional use permit.

Minor Subdivision Conditions

27. Parcels 36.027.21.42.0023, 36.027.21.41.0005, and 36.027.21.0017 shall be combined as one taxing parcel with the property legally described as:

THAT PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 27 NORTH, RANGE 21 WEST, WASHINGTON COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF SAID NORTH 1/2 OF SOUTHEAST 1/4 DISTANT 1460 FEET EAST OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH, AT RIGHT ANGLES TO SAID NORTH LINE, TO THE INTERSECTION WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE TRUNK HIGHWAY 61, SAID POINT OF INTERSECTION BEING THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE NORTHWESTERLY, ALONG SAID RIGHT-OF-WAY LINE, 250 FEET; THENCE DEFLECT TO THE RIGHT 90 DEGREES, TO THE INTERSECTION WITH A LINE BETWEEN THE AFORE-DESCRIBED POINT OF COMMENCEMENT AND THE AFOREDESCRIBED POINT OF BEGINNING; THENCE SOUTHERLY TO THE POINT OF BEGINNING AND THERE TERMINATING

28. A surface water area charge in the amount of \$9,091.00 shall be paid to the City prior to the release of the deed for recording with Washington County.
29. The surface water area charge shall be paid prior to the release of any grading permits related to the expansion project approved through this resolution.
30. All accessory buildings in use on the parent parcel shall be constructed in a good workmanship like manner, and not include exterior storage in public view.

Variance Conditions:

31. All new and existing vegetation/landscaping located between the Highway 61 public right-of-way and the fence storage area shall be maintained at all times and replaced with vegetation that has a 50 percent opacity if future removal is required due to demise of the vegetative material in this location.

Passed this 18th day of November, 2015.



Myron Bailey, Mayor

Attest:



Joe Fischbach, City Clerk

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2018-130

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT WITH
SITE PLAN REVIEW FOR THE EXPANSION OF A LEGAL NONCONFORMING
USE TO ALLOW THE CONSTRUCTION OF A 6,000 SQUARE FOOT BUILDING
ADDITION TO BE USED FOR BOAT STORAGE AND ASSEMBLY AT
61 MARINE & SPORTS, 11730 POINT DOUGLAS DRIVE SOUTH**

WHEREAS, Stu-Mac Properties, c/o 61 Marine & Sports, applied for a conditional use permit to allow the expansion of a legal nonconforming use to allow for the construction of a 6,000 square foot building addition to be used for boat storage and assembly on property legally described below:

LOTS 1 AND 2, SEEGER ADDITION, COTTAGE GROVE, WASHINGTON COUNTY, STATE OF MINNESOTA: AND THAT PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 27 NORTH, RANGE 21 WEST, WASHINGTON COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF SAID NORTH 1/2 OF SOUTHEAST 1/4 DISTANT 1460 FEET EAST OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH, AT RIGHT ANGLES TO SAID NORTH LINE, TO THE INTERSECTION WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE TRUNK HIGHWAY 61, SAID POINT OF INTERSECTION BEING THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE NORTHWESTERLY, ALONG SAID RIGHT-OF-WAY LINE, 250 FEET; THENCE DEFLECT TO THE RIGHT 90 DEGREES, TO THE INTERSECTION WITH A LINE BETWEEN THE AFORE-DESCRIBED POINT OF COMMENCEMENT AND THE AFOREDESCRIBED POINT OF BEGINNING; THENCE SOUTHERLY TO THE POINT OF BEGINNING AND THERE TERMINATING; TOGETHER WITH ALL HEREDITAMENTS AND APPURTENANCES BELONGING THERETO. SECTION 36 TOWNSHIP 027 RANGE 021

Commonly known as 11730 Point Douglas Drive South, Cottage Grove, Washington County, State of Minnesota.

WHEREAS, public hearing notices were mailed to surrounding property owners within 500 feet of the proposed development site and a public hearing notice was published in the South Washington County Bulletin; and

WHEREAS, a planning staff report, which detailed specific information about the property and proposed project, was prepared and presented to the Planning Commission; and

WHEREAS, the Planning Commission held the public hearing on these applications on September 24, 2018; and

WHEREAS, the public hearing was open for public testimony and no one spoke for or against the application; and

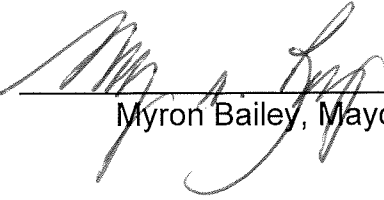
WHEREAS, the Planning Commission unanimously (7-to-0 vote) recommended approval of the conditional use permit subject to the conditions listed in the Planning Staff Report dated September 24, 2018.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Cottage Grove, Washington County, Minnesota, hereby grants approves the conditional use permit to allow the expansion of a legal nonconforming use to allow for the construction of a 6,000 square foot building addition to be used for boat storage and assembly at 61 Marine & Sports, located on the property legally described above, subject to the following conditions:

1. All conditions of Resolution 2015-118 shall be complied with (attached as Exhibit A) with the exception of the following:
 - a. Applicant shall only be required to pave the area denoted in red on the map (attached as Exhibit B) by May 1, 2019;
 - b. The existing boat storage and assembly building exterior materials facing Highway 61 shall be replaced with Class 3 cementitious board, similar to the materials depicted in the attached picture (attached as Exhibit C), and the new addition shall have matching exterior building material facing Highway 61;
 - c. The existing exterior building material on all existing buildings facing Highway 61 shall be replaced with matching building material.
2. Revised building elevation plans are required.
3. A revised site plan shall be required.
4. All applicable permits (i.e.; building, electrical, grading, mechanical, right-of-way) must be completed, submitted, and approved by the City prior to the commencement of any construction activities. Detailed construction plans must be reviewed and approved by the Building Official or City Engineer.
5. Prior to the release of the building permit, a bona fide cost estimate of the landscaping improvements must 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, the applicant must inform the City in writing that said improvements have been completed. The City will retain the financial guarantee for a period of one year from the date of notice of completion to insure the survival of the plantings and that the required as-built survey has been submitted. No building or right-of way permits will be issued until the required financial guarantee has been received and accepted by the City.
6. Landscaping on the site must be maintained in good health at all times, and dead plantings shall be replaced in a timely manner.
7. Building perimeter landscaping shall be provided around the new structure.

8. A revised landscaping plan shall be required.

Passed this 17th day of October 2018.



Myron Bailey, Mayor

Attest:



Joe Fischbach, City Clerk

EXHIBIT A

RESOLUTION NO. 2015-118

RESOLUTION APPROVING A MINOR SUBDIVISION TO CREATE A PARCEL OF LAND; A CONDITIONAL USE PERMIT TO ALLOW EXPANSION OF A LEGAL NONCONFORMING USE; A PHASED SITE PLAN FOR EXPANSION ONTO A 6.07-ACRE PARCEL; AND A VARIANCE FROM MINIMUM LANDSCAPING COVERAGE REQUIREMENTS AT 61 MARINE & SPORTS, 11730 POINT DOUGLAS DRIVE SOUTH

WHEREAS, Stu-Mac Properties c/o 61 Marine & Sports applied for a minor subdivision to create a 42,120 square foot parcel of land; a conditional use permit to allow the expansion of a legal nonconforming use west of the existing property on Parcel ID #36.027.21.42.0003; a phased site plan for expansion onto a 6.07-acre parcel; and a variance from the minimum landscaping coverage requirements, located on property legally described below:

Lots 1 and 2, Seeger Addition, Cottage Grove, Washington County, State of Minnesota.

Commonly known as 11730 Point Douglas Drive South, Cottage Grove, Washington County, State of Minnesota.

WHEREAS, public hearing notices were mailed to surrounding property owners within 500 feet of the proposed development site and a public hearing notice was published in the South Washington County Bulletin; and

WHEREAS, a planning staff report which detailed specific information about the property and proposed commercial project and the variance, minor exception subdivision, and site plan review applications was prepared and presented to the Planning Commission; and

WHEREAS, the Planning Commission held the public hearing on these applications on November 2, 2015; and

WHEREAS, the public hearing was open for public testimony and no public testimony or written comments was received; and

WHEREAS, the Planning Commission reviewed the variance criteria and findings of facts established by the Zoning Ordinance for granting a variance; and

WHEREAS, the Planning Commission unanimously (8-to-0 vote) recommended approval of the minor subdivision, conditional use permit, site plan review and variance applications, based on the findings of facts and subject to the conditions listed in the Planning Staff Report dated November 2, 2015.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Cottage Grove, Washington County, Minnesota, hereby grants a minor subdivision to create a 42,120 square foot parcel of land; a conditional use permit to allow the expansion of a legal nonconforming use west of the existing property on Parcel ID #36.027.21.42.0003; a phased site plan for expansion onto a 6.07-acre parcel; and a variance from the minimum landscaping coverage requirements, located on the property legally described above and based on the following findings of fact:

- A. Traffic flow would be hindered by inclusion of interior vegetative landscaped islands in the exterior storage area.
- B. The existing tree preservation areas provide adequate screening of the storage area.
- C. The new required landscaping adjacent to the new employee parking area meets the screening and shade intent and purpose of the landscape ordinance.
- D. The ordinance allows up to 75 percent site coverage for buildings, parking, and other impervious areas.
- E. The rural location of the property and existing trees on the site after site development are unique when compared with brownfield developments within the urban area.
- F. The requested variance does not create any negative burdens or undue hardship on adjacent properties or the general public.

BE IT FURTHER RESOLVED, the recommendation approving the minor subdivision, conditional use permit, site plan review, and variance applications is subject to the following conditions:

Conditional Use Permit Conditions of Approval:

1. Resolution Nos. 84-07, 93-103, 98-178, 13-117, and 14-058 and all uses permitted by said resolutions shall be revoked.
2. The construction of the new sales/storage building will require conformance to the City's commercial architectural standards, an administrative site plan review, and building and grading permits.
3. Any additional expansion on the site shall require a conditional use permit amendment and all required City permits.
4. All applicable permits (i.e.; building, electrical, grading, mechanical, right-of-way) must be completed, submitted, and approved by the City prior to the commencement of any construction activities. Detailed construction plans must be reviewed and approved by the Building Official or City Engineer.
5. The front fencing along Highway 61 shall be constructed with ornamental fencing meeting the City's standard detail plate for commercial properties or be constructed of black vinyl-clad chain link fencing. The remaining fencing materials shall meet the ordinance criteria related to commercial fencing.
6. Exterior storage and display is prohibited outside of the fenced storage area.
7. Exterior storage and display are permitted on the concrete patio in front of the principal structure.

8. The storage area along the east side of the site shall be screened with additional landscaping around the perimeter.
9. A 20-foot fire access lane is required to be maintained at all times in the storage area.
10. The areas identified as bituminous shall be constructed prior to June 1, 2016.
11. The new bituminous access drive from the existing parking lot to the front of the expansion area will be located in an area that is on the applicant's property, but within a public right-of-way easement created in the City's favor. Future public improvements in the easement area could impact the new access drive or require it to be altered or removed. The costs associated with the alteration or removal are the applicant's responsibility.
12. Display or parking of vehicles is prohibited on the new bituminous access drive.
13. The access drive construction requires a public right-of-way permit.
14. Additional landscaping consisting of ornamental trees, shrubs, perennials, and hard-wood mulch shall be installed adjacent to the proposed bituminous access drive and the display patio at the front of the main building. A final landscape plan shall be submitted with the building permit application.
15. The construction of the identified future sales and storage building will require that all gravel areas on the site be hardsurfaced with concrete or bituminous and shall include concrete curb and gutter per the City's commercial parking requirements at that time.
16. The exterior finish materials of the future sales and storage building shall meet the City's architectural standards at the time of construction.
17. The display or parking of vehicles in the existing public right-of way easement is prohibited.
18. The applicant shall plant 11 Category B trees between the public right of way for Highway 61 and the new employee parking area.
19. Trash and recycling containers shall be contained in enclosures meeting City ordinance criteria.
20. All mechanical equipment and general storage shall be screened from public view as reviewed and approved by the Community Development Department.
21. Prior to a grading permit application, a detailed landscaping plan shall be submitted that meets the approval of the Community Development Department.
22. Prior to the release of the grading permit, a bona fide cost estimate of the landscaping improvements must 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, the applicant must inform the City in writing that said improvements have been completed. The City will retain the financial guarantee for a period of one year from the date of notice to insure the survival of the plantings and that the required as-built survey has been submitted. No building or right-of way permits will be issued until the required financial guarantee has been received and accepted by the City.

23. All outdoor lighting shall be downward directed and installed in accordance with City ordinance criteria.
24. The grading plan and site grading of the property shall be consistent with the approved surface water management plan.
25. The applicant is responsible for the maintenance of the new stormwater basin in conformance with the approved grading plan at all times.
26. 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 interim conditional use permit.

Minor Subdivision Conditions

27. Parcels 36.027.21.42.0023, 36.027.21.41.0005, and 36.027.21.0017 shall be combined as one taxing parcel with the property legally described as:

THAT PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 27 NORTH, RANGE 21 WEST, WASHINGTON COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF SAID NORTH 1/2 OF SOUTHEAST 1/4 DISTANT 1460 FEET EAST OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH, AT RIGHT ANGLES TO SAID NORTH LINE, TO THE INTERSECTION WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE TRUNK HIGHWAY 61, SAID POINT OF INTERSECTION BEING THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE NORTHWESTERLY, ALONG SAID RIGHT-OF-WAY LINE, 250 FEET; THENCE DEFLECT TO THE RIGHT 90 DEGREES, TO THE INTERSECTION WITH A LINE BETWEEN THE AFORE-DESCRIBED POINT OF COMMENCEMENT AND THE AFOREDESCRIBED POINT OF BEGINNING; THENCE SOUTHERLY TO THE POINT OF BEGINNING AND THERE TERMINATING

28. A surface water area charge in the amount of \$9,091.00 shall be paid to the City prior to the release of the deed for recording with Washington County.
29. The surface water area charge shall be paid prior to the release of any grading permits related to the expansion project approved through this resolution.
30. All accessory buildings in use on the parent parcel shall be constructed in a good workmanship like manner, and not include exterior storage in public view.

Variance Conditions:

31. All new and existing vegetation/landscaping located between the Highway 61 public right-of-way and the fence storage area shall be maintained at all times and replaced with vegetation that has a 50 percent opacity if future removal is required due to demise of the vegetative material in this location.

Passed this 18th day of November, 2015.


Myron Bailey, Mayor

Attest:


Joe Fischbach, City Clerk

EXHIBIT B

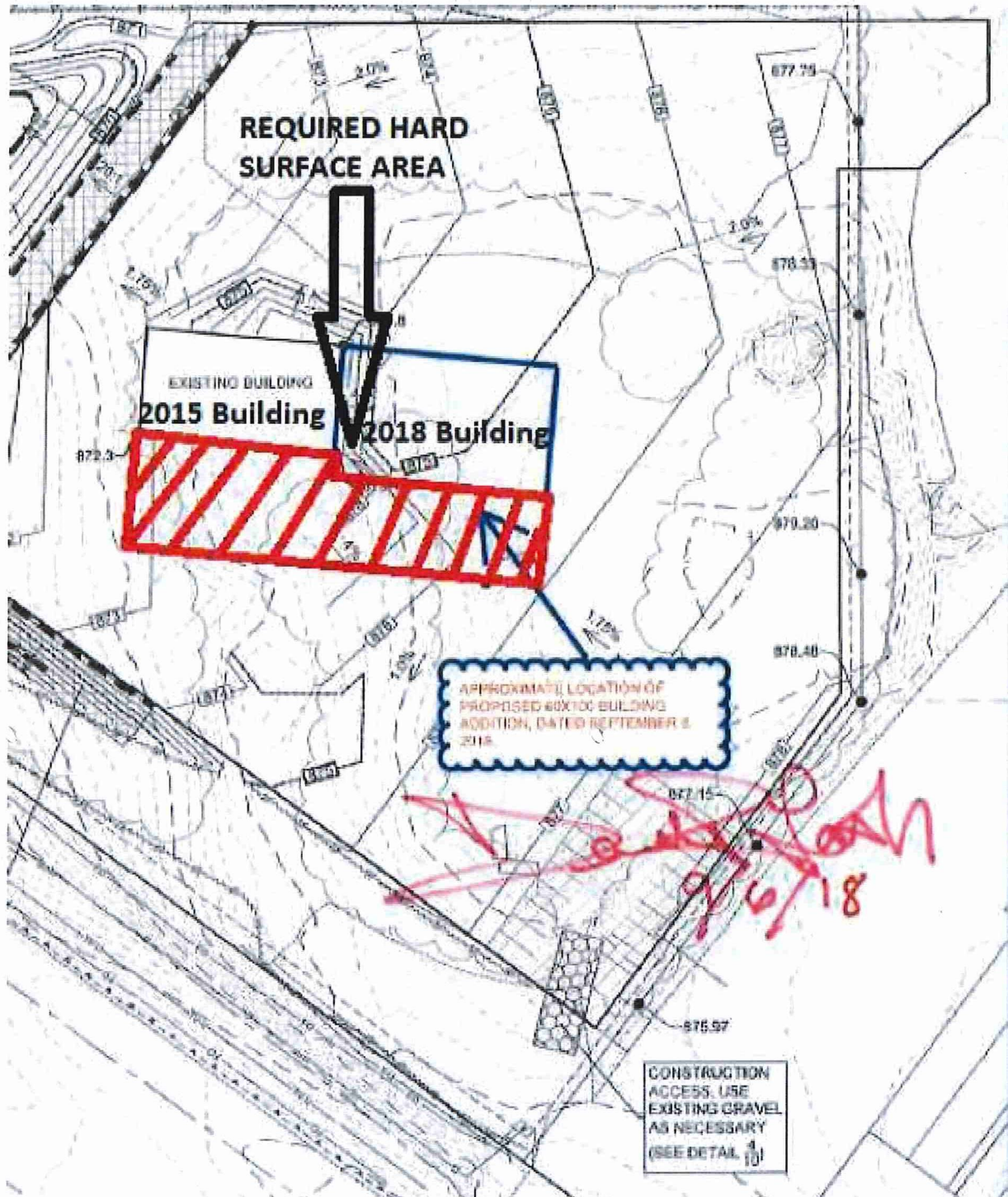


EXHIBIT C



Exterior Building Material Sample Image

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2019-006

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT WITH
SITE PLAN REVIEW FOR THE EXPANSION OF A LEGAL NONCONFORMING
USE AT 61 MARINE & SPORTS, 11730 POINT DOUGLAS DRIVE SOUTH,
TO ALLOW FOR ADDITIONAL OUTDOOR STORAGE AND SALES OF
RECREATIONAL VEHICLES AND BOATS ON A LEASED PLOT OF LAND**

WHEREAS, Stu-Mac Properties, c/o 61 Marine & Sports, applied for a conditional use permit to allow the expansion of a legal nonconforming use to allow for additional outdoor storage and sales of recreational vehicles and boats on a leased plot of land that is two acres in size and is located adjacent to and directly to the east of the existing facility on property legally described below:

LOTS 1 AND 2, SEEGER ADDITION, COTTAGE GROVE, WASHINGTON COUNTY, STATE OF MINNESOTA: AND THAT PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 27 NORTH, RANGE 21 WEST, WASHINGTON COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF SAID NORTH 1/2 OF SOUTHEAST 1/4 DISTANT 1460 FEET EAST OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH, AT RIGHT ANGLES TO SAID NORTH LINE, TO THE INTERSECTION WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE TRUNK HIGHWAY 61, SAID POINT OF INTERSECTION BEING THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE NORTHWESTERLY, ALONG SAID RIGHT-OF-WAY LINE, 250 FEET; THENCE DEFLECT TO THE RIGHT 90 DEGREES, TO THE INTERSECTION WITH A LINE BETWEEN THE AFORE-DESCRIBED POINT OF COMMENCEMENT AND THE AFOREDESCRIBED POINT OF BEGINNING; THENCE SOUTHERLY TO THE POINT OF BEGINNING AND THERE TERMINATING; TOGETHER WITH ALL HEREDITAMENTS AND APPURTENANCES BELONGING THERETO. SECTION 36 TOWNSHIP 027 RANGE 021

Commonly known as 11730 Point Douglas Drive South, Cottage Grove, Washington County, State of Minnesota.

WHEREAS, public hearing notices were mailed to surrounding property owners within 500 feet of the proposed development site and a public hearing notice was published in the South Washington County Bulletin; and

WHEREAS, a planning staff report, which detailed specific information about the property and proposed project, was prepared and presented to the Planning Commission; and

WHEREAS, the Planning Commission held the public hearing on these applications on December 17, 2018; and

WHEREAS, the public hearing was open for public testimony and no one spoke for or against the application; and

WHEREAS, the Planning Commission unanimously (7-to-0 vote) recommended approval of the conditional use permit subject to the conditions listed in the Planning Staff Report dated December 17, 2018.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Cottage Grove, Washington County, Minnesota, hereby grants approves the conditional use permit to allow the expansion of a legal nonconforming use at 61 Marine & Sports to allow for additional outdoor storage and sales of recreational vehicles and boats on a leased plot of land that is two acres in size and is located adjacent to and directly to the east of the existing facility, located on the property legally described above, subject to the following conditions:

- 1) All conditions of Resolution 2015-118 and Resolution 2018-130 shall be conformed with.
- 2) A grading permit must be obtained by January 4, 2019, and the issuance fee shall be doubled.
- 3) A 10-foot wide side yard setback area from the east side property line shall be required for parking and drive aisles.
- 4) Maintain 20-foot fire access lanes between boats, vehicles, and equipment.
- 5) Landscaping and screening shall be included in the required setback areas. A revised landscaping plan shall be submitted to the City prior to issuance of any building or grading permits.
- 6) A revised site plan which details required setbacks, landscaping, approved ponding, and parking/storage locations is required prior to issuance of any building or grading permits.
- 7) All applicable permits (i.e.; building, electrical, grading, mechanical, right-of-way) must be completed, submitted, and approved by the City prior to the commencement of any construction activities. Detailed construction plans must be reviewed and approved by the Building Official and City Engineer.
- 8) Prior to the release of the grading permit, a bona fide cost estimate of the landscaping improvements must 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, the applicant must inform the City in writing that said improvements have been completed. The City will retain the financial guarantee for a period of one year from the date of notice of completion to insure the survival of the plantings and that the required as-built survey has been submitted. No building or right-of way permits will be issued until the required financial guarantee has been received and accepted by the City.
- 9) Landscaping on the site must be maintained in good health at all times, and dead plantings shall be replaced in a timely manner.

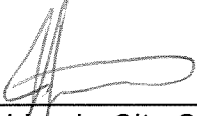
- 10) A revised landscaping plan and a letter of credit in the amount of 150 percent of the landscape estimate shall be submitted to the City as required by City Code Title 11-6-5. The financial guarantee shall be in effect for one year from the date of installation to ensure the survival and replacement of the landscaping improvements.
- 11) Address all comments in the Bolton & Menk letter dated December 6, 2018.
- 12) Fee title acquisition of the leased area will require a minor subdivision application to be processed by the City prior to release of a deed for recording with Washington County.

Passed this 16th day of January 2019.



Myron Bailey, Mayor

Attest:



Joe Fischbach, City Clerk



CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2021-139

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT AND
SITE PLAN REVIEW FOR THE EXPANSION OF A LEGAL NONCONFORMING
USE TO ALLOW THE CONSTRUCTION OF A 4,000 SQUARE FOOT BUILDING
ADDITION TO BE USED FOR BOAT AND RECREATIONAL VEHICLE SHOWROOM
SPACE AT 61 MARINE & SPORTS, 11730 POINT DOUGLAS DRIVE SOUTH**

WHEREAS, Stu-Mac Properties, c/o 61 Marine & Sports, applied for a conditional use permit to allow the expansion of a legal nonconforming use and a site plan review to allow for the construction of a 4,000 square foot building addition to be used for boat and recreational vehicle showroom on property legally described below:

LOT ONE (1), BLOCK ONE (1), SEEGER ADDITION, AND THAT PART OF LOT 2, BLOCK 1, SEEGER ADDITION, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST (NE) CORNER OF SAID LOT 2; THENCE S00°10'9"E, BEARING ASSUMED, ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 324.10 FEET TO THE NORTHEAST (NE) CORNER OF LOT 1, BLOCK 1 OF SAID SEEGER ADDITION; THENCE S89°36'29"W, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 217.31 FEET TO THE NORTHWEST (NW) CORNER OF SAID LOT 1; THENCE N00°10'09"W, PARALLEL WITH THE EAST LINE OF SAID LOT 2, A DISTANCE OF 324.94 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE N89°49'51"E, ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 217.31 FEET TO THE POINT OF BEGINNING; AND THAT PART OF LOT 2, BLOCK 1 SEEGER ADDITION, LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE S 00 DEGREES 10 MINUTES 09 SECONDS E, BEARING ASSUMED, ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 324.10 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 1 OF SAID SEEGER ADDITION; THENCE S 89 DEGREES 36 MINUTES 29 SECONDS W, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 217.31 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE S 36 DEGREES 21 MINUTES 40 SECONDS W, ALONG THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 266.02 FEET TO THE POINT OF BEGINNING OF THE LINE TO BE DESCRIBED; THENCE N 36 DEGREES 21 MINUTES 40 SECONDS E A DISTANCE 266.02 FEET; THENCE N 00 DEGREES 10 MINUTES 09 SECONDS W A DISTANCE OF 324.94 FEET TO THE NORTH LINE OF SAID LOT 2 AND THERE TERMINATING; SUBJECT TO EASEMENTS OF RECORD IF ANY BLOCK 1 LOT 1 SUBDIVISIONCD 28398 SUBDIVISIONNAME SEEGER ADD BLOCK 1 LOT 2 SUBDIVISIONCD 28398 SUBDIVISIONNAME SEEGER ADD

Commonly known as 11730 Point Douglas Drive South, Cottage Grove, Washington County, State of Minnesota.

WHEREAS, public hearing notices were mailed to surrounding property owners within 500 feet of the proposed development site and published in the St. Paul Pioneer Press; and

WHEREAS, a planning staff report, which detailed specific information about the property and proposed project, was prepared and presented to the Planning Commission; and

WHEREAS, the Planning Commission held the public hearing on these applications on October 25, 2021; and

WHEREAS, the public hearing was open for public testimony and no one spoke for or against the application; and

WHEREAS, the Planning Commission unanimously (7-to-0 vote) recommended approval of the conditional use permit and site plan subject to certain conditions.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Cottage Grove, Washington County, Minnesota, hereby grants approves the conditional use permit and site plan to allow the expansion of a legal nonconforming use to allow for the construction of a 4,000 square foot building addition to be used for boat and recreational vehicle showroom at 61 Marine & Sports, located on the property legally described above, subject to the following conditions:

1. Prior to the issuance of a full certificate of occupancy for the addition, a lot combination of the three parcels owned by Stu-Mac properties must be completed by Washington County.
2. All conditions of Resolution 2015-118 shall be conformed with.
3. The construction of the new building addition will require conformance to the City's commercial architectural standards and site development performance standards.
4. All applicable permits (i.e.; building, electrical, grading, mechanical, right-of-way) must be completed, submitted, and approved by the City prior to the commencement of any construction activities. Detailed construction plans must be reviewed and approved by the Building Official or City Engineer.
5. Landscaping on the site must be maintained in good health at all times, and dead plantings shall be replaced in a timely manner.

Passed this 3rd day of November 2021.



Myron Bailey, Mayor

Attest:



Joe Fischbach, City Clerk

Receipt:# 578294

RES \$46.00
MEM \$40.00

Return to:
CITY OF COTTAGE GROVE
12800 RAVINE PKWY S
COTTAGE GROVE MN 55016

1278828



Certified Filed and/or recorded on:

1/13/2022 3:54 PM

1278828

Certificate #: 50776 65548

Office of the Registrar of Titles
Washington County, Minnesota
Debra Ledvina, Registrar of Titles

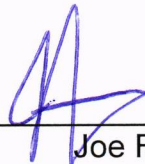
Receipt # 578294
Doc # 1278828 - Additional Certs

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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. 2021-139 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 23rd day of November, 2021.



Joe Fischbach, City Clerk





City Council Action Request

11.B.

Meeting Date 8/20/2025

Department Community Development

Agenda Category Action Item

Title Cedarhurst – Historic Conditional Use Permits, Zoning Amendments, Site Plan Review, and Business Subsidy Agreement

Staff Recommendation 1) Adopt Ordinance No. 1103 to approve a Zoning Amendment to rezone the property at 6940 Keats Avenue South from AG-2, Agricultural to M-U, Mixed-Use. 2) Adopt Resolution 2025-112 to approve a Historical Conditional Use Permit to operate an event center/wedding venue on the Cedarhurst Mansion property located at 6940 Keats Avenue South, which is on the National Register of Historic Places and the City’s Register of Historic Sites and Landmarks. 3) Adopt Resolution 2025-113 to approve a Site Plan Review for improvements to the site and the Mansion and an addition to the Mansion located at 6940 Keats Avenue South for use as a wedding and event center. 4) Adopt Ordinance No. 1104 to approve a Zoning Amendment to rezone the property at 9912 70th Street South from AG-2, Agricultural, to R-3, Single Family Residential. 5) Adopt Resolution 2025-114 to approve a Historical Conditional Use Permit to use the Gardener’s Cottage property located at 9912 70th Street South in conjunction with the commercial event/wedding venue on the adjacent parcel at 6940 Keats Avenue South. 6) Approve the business subsidy agreement with Bellagala to provide a business subsidy for \$37,275.00 for up to 15 SAC units.

Budget Implication N/A

Attachments

1.	Cedarhurst CC Memo
2.	Cedarhurst Narrative Planning Submission 2025-07-02
3.	Cedarhurst Narrative ACHP 2025-06-10
4.	Cedarhurst Narrative Description of Work
5.	Cedarhurst Civil Site Plans 2025-7-24
6.	Cedarhurst Landscape Plan
7.	Cedarhurst Washington County PW Comment Letter
8.	Cedarhurst Engineering Plan Review Memo 2025-08-07

9.	Cedarhurst Historic Site Design Guidelines
10.	Cedarhurst Partially Executed Permanent Hydrant Access Easement
11.	Cedarhurst Partially Executed Stormwater Maintenance Agreement
12.	Cedarhurst Mansion Rezoning Ordinance No. 1103
13.	Cedarhurst Mansion Resolution - HCUP
14.	Cedarhurst Mansion Resolution - Site Plan Review
15.	Cedarhurst Gardner's Cottage Rezoning Ordinance No. 1104
16.	Cedarhurst Gardener's Cottage Resolution - HCUP
17.	Cedarhurst SAC Subsidy Agreement

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

FROM: Kelly Becker, Associate Planner

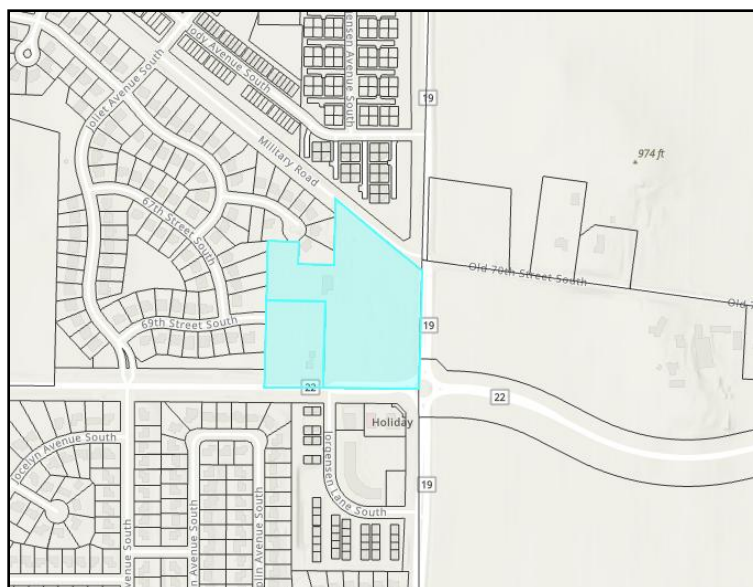
DATE: August 13, 2025

RE: Cedarhurst – Historic Conditional Use Permits (2), Zoning Amendments (2), Site Plan Review, and Business Subsidy Agreement

Proposal

Bellagala has submitted applications for the following requests:

- 6940 Keats Avenue South – Cedarhurst Mansion (The Mansion)
 1. Zoning amendment to rezone the property from AG-2, Agricultural District, to M-U, Mixed-Use District
 2. Historical Conditional Use Permit to operate an event center/wedding venue on a property on the National Register of Historic Places and the City's Register of Historic Sites and Landmarks
 3. Site Plan Review for improvements to the site and the Mansion and for an addition to the Mansion
- 9912 70th Street South – Gardener's Cottage
 1. Zoning amendment to rezone the property from AG-2, Agricultural District, to R-3, Single Family Residential District
 2. Historical Conditional Use Permit to use the property in conjunction with the commercial event/wedding venue on the adjacent parcel at 6940 Keats Avenue



Location Map

Review Schedule

Application Received: July 2, 2025
Acceptance of Completed Application: July 2, 2025
Planning Commission Meeting: July 28, 2025
City Council Meeting: August 20, 2025
60-Day Review Deadline: August 31, 2025

Background

Cedarhurst Mansion (Mansion), historically known as the Cordenio Severance House, is situated on an approximate 10-acre parcel at the intersection of County Road 22 (70th Street) and County Road 19 (Keats Avenue), which also houses several outbuildings. The site and Mansion are listed on the National Register of Historic Places and the City's Register of Historic Sites and Landmarks. The original part of the house being built in the 1860's and later expanded, presumably in the later 1800s/early 1900s, most notably including the addition of a ballroom and bedroom to the north side of the building in 1917 by Architect Cass Gilbert. Notable features of the Mansion include original wood shutters, two Neo-Classic doric hexastyle porticoes with gabled roofs, a semicircular bay on the north ballroom façade, eastern porch serving as the primary ceremonial entry, southern porch belonging to the original farmhouse, historic front lawn and approach, and historic rose garden.

Situated on a separate, adjoining 3-acre parcel is the Gardener's Cottage at 9912 70th Street, currently classified as a single-family residence. It is estimated that the cottage was originally constructed in the late 1800s or early 1900s. Although not currently listed on the City's Register of Historic Sites and Landmarks, the Cottage is recognized as one of the Top Ten Historic Properties the Advisory Committee on Historic Preservation (ACHP) identified as a priority to be considered for registration, considering its connection to the Cedarhurst Estate.

In 1977, the City Council approved a resolution to grant a Conditional Use permit for a home occupation to operate a catering service from the site. Later in 2001, after a change in ownership, the City Council approved a resolution for a Conditional Use Permit for limited commercial ventures at the Mansion. Approved uses with that approval included use of the site and Mansion for a wedding/banquet hall, receptions, conferences, exhibitions, and tours.

In 2021, Three Sixty Real Estate Solutions, LLC purchased the property and later proposed, in 2022, a mixed-use redevelopment project for the parcels that included commercial space, multi-family housing, and preservation of the Mansion itself. There were concerns at the time with the high density of the proposal and the lack of preservation of the green space throughout the site, which is a large part of the historic significance of the site and Mansion. At the time, the economics of the proposal also posed a challenge. The plan did not receive final approval, and the Mansion has sat vacant since it was last purchased in 2021.

Bellagala Wedding and Events is the prospective buyer/developer of both parcels (9912 70th Street and 6940 Keats Avenue). The Bellagala company was founded in Minnesota in 2004 and has several boutique event locations around the Minneapolis area. Bellagala's proposal for the Cedarhurst property includes utilization of the Mansion as a year-round wedding and event center, including use of outdoor ceremony space and indoor reception space, with a maximum seating

capacity of 190. Bellagala's proposal also includes use of the Gardener's Cottage property in conjunction with the commercial event/wedding venue on the adjacent parcel at 6940 Keats Avenue as an internal staff meeting space.

Historic Property Review

City Code Title 11-2-18, Historic Properties Conditional Use Permits, states that the preservation, revitalization, and adaptive reuse of buildings designated on the City's Register of Historic Sites and Landmarks or National Register of Historic Places is encouraged. Adaptive reuses of these historically registered properties or structures shall promote preservation of the architectural and historic character by encouraging retention of its historic value. All reuses shall be complementary to the historical character of the structure or site and the surrounding uses and reviewed as a Historic Conditional Use Permit (HCUP). Thus, as the Mansion is listed on both local and national registers, and in anticipation of the Gardener's Cottage being added to the City's Register of Historic Places and Landmarks, both properties qualify for the requested HCUP review.

Requests for HCUPs and any proposed alteration to a historic site or landmark are required to be reviewed by the Advisory Committee for Historic Preservation (ACHP), pursuant to Title 2-2-6. The ACHP then provides a recommendation to the Council regarding the proposal. In reviewing the proposal, the ACHP shall determine if the work to be performed adversely affects the designated historic site, landmark, or district. In determining whether or not there is an adverse effect to the historic site, landmark, or district, the committee shall consider the following factors:

1. Whether the work will significantly alter the appearance of the building or structure so as to remove the features which distinguish the historic site or landmark as a significant cultural resource.
2. Whether the use of the property will destroy, disturb or endanger a known or suspected archaeological feature site.

During review of the previous redevelopment proposal in 2022, the City coordinated with New History, a consultant group providing historical expertise, to create Historic Site Design Guidelines. The report summarizes and identifies the significant historic features and buildings on the property and outlines guidelines for proposed alterations. It also identifies the following major findings used by staff to guide review of this request to ensure the proposed improvements align with those design guidelines to maintain the significant historical features of the site:

1. Site and Landscaping
 - The organic site arrangement with residential-scale buildings and exterior open spaces should be maintained.
 - Existing circulation can be maintained, and new circulation can be added to the site. New parking spaces could be created on the north and west sides of the site.
 - New landscaping should generally consist of a mix of lawn areas, trees, and small plantings. New hardscape elements should be limited to the minimum required.
2. Alterations to Existing Resources
 - Keeping and reusing contributing (historic) resources is recommended. Demolition of these resources should be avoided if possible.

- Key historic features of contributing resources such as porticos, porches, wood siding, stucco, gable roofs, and doors and windows should be prioritized for preservation. Non-historic features of contributing resources can remain or be replaced.
- Non-contributing (non-historic) resources can be retained, altered, or removed.

3. New Construction

- Any new construction should be sensitively located and be of a size, scale, and design that is compatible with contributing resources and the historic site as a whole. New construction should appear new and be differentiated from contributing resources, to avoid creating a false sense of history.
- Any new construction should avoid impact to and the removal of any historic materials and features and be able to be removed in the future without damaging contributing resources.

State Historic Tax Credit

The applicant is working with the State Historic Preservation Office (SHPO) to obtain a tax credit to rehabilitate the site. Under the SHPO tax incentive program, the applicant is required to complete a historic preservation certification application through the National Park Service (NPS) to become a “certified rehabilitation project.” In order to achieve this certification, the project must be determined to be consistent with the historic character of the building and, where applicable, the district in which it is located.

There are three parts to this process:

- Part 1 is a demonstration that the site is historically significant. As the site is nationally registered, Part 1 has been approved.
- Part 2 for the submittal demonstrates that adequate work will be done to preserve the historically significant features of the mansion and the grounds, and that the mansion and the site are rehabilitated in an adequate manner.
- Part 3 verifies that the project was completed aligning with SHPO and NPS standards as outlined in Parts 1 and 2. Part 3 is completed upon completion of the project.

The applicant is currently working on finalizing Part 2 of the SHPO Tax Credit process, which requires them to submit a complete list of work being proposed to preserve historic features. Each feature of the proposed project must be listed outlining the current condition including photos or a sketch of the current condition, and a description of work planned to be done for each feature. The requirements for the SHPO tax incentive are meticulous and designed to preserve the historical features of each project. The applicant followed the city’s Historic Site Design Guidelines as they completed Part 2. The work that the applicant is proposing as part of their proposal submitted to SHPO aligns with the guidelines created by New History in 2021; therefore, the proposed use aligns with the intent of a historic Conditional Use Permit.

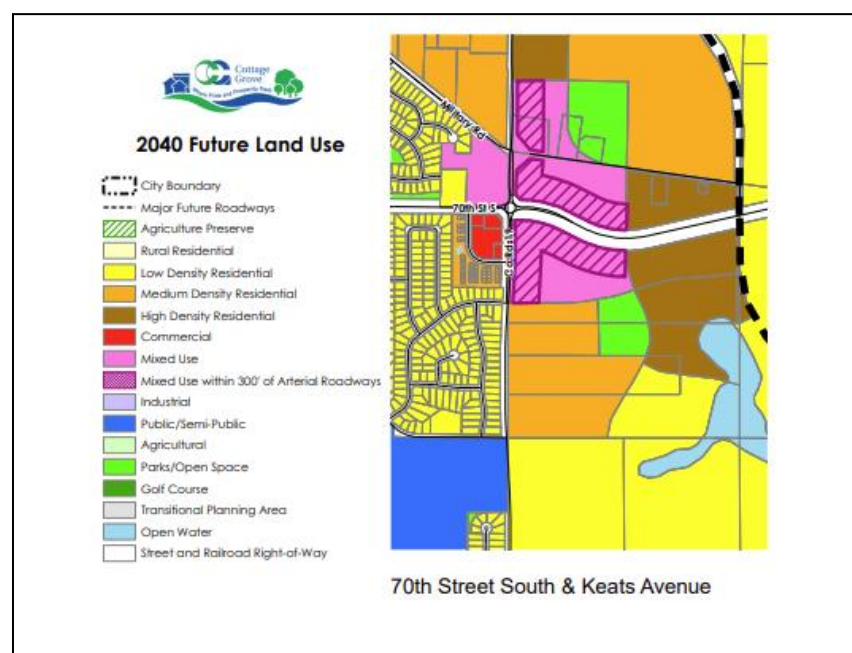
Planning Considerations

Comprehensive Plan Land Use and Zoning

6940 Keats Avenue (Mansion property): The 10-acre parcel the Mansion is situated on is guided for Mixed Use in the 2040 Comprehensive Plan. The applicant is requesting to rezone the Mansion

property from AG-2, Agricultural, to M-U, Mixed Use, which would be in accordance with the long-term growth plan of the parcel. Areas designated “Mixed Use” are intended to provide flexibility to allow complementary uses within a district. Event Centers are permitted within the M-U District with a CUP or HCUP. The proposed use of the site as a wedding and event center aligns with the uses outlined within the M-U District.

9912 70th Street (Gardener’s Cottage): The 3-acre parcel the Gardener’s Cottage is situated on is guided for low density residential in the 2040 Comprehensive Plan. Low density residential is consistent with development at net densities of 2 to 4 units per acre as well as minor commercial uses. The applicant is requesting to rezone the Gardener’s Cottage parcel from AG-2, Agricultural, to R-3, Single Family Residential, which would be in accordance with the long-term growth plan of the parcel. The R-3, Single-Family Residential district, is intended to preserve the character of existing single-family neighborhoods and provide for additional development of single-family detached residential neighborhoods. Limited Commercial Ventures within the R-3 zoning district are permitted with an HCUP. The proposed use of the Gardener’s Cottage for internal purposes including team meetings, planning sessions, and staff connection space is considered a limited commercial venture in conjunction with the proposed use of the Mansion site and is permitted with an HCUP within the R-3 Zoning District.



Compliance with Ordinance Requirements

The City’s Historic Property Conditional Use Permit (City Code Title 11-2-18) was adopted on February 4, 1998 (Ord. No. 653). The ordinance was adopted as a means in which to allow owners of large historic properties within the community the ability to create additional resources to maintain the unique properties as vibrant components within the community. This code has seen revisions since that time; however, the Historic Property Conditional Use Permit remains an option with performance standards within the city’s zoning code.

In order to be considered eligible for a historic properties conditional use permit, properties must be in conformance with the following:

- (1) The applicant demonstrates that the historic characteristics of the property cannot be maintained reasonably and economically unless the conditional use permit is granted.*
- (2) Listed on the city register of historic sites and landmarks or the national register of historic Places.*
- (3) The property is adequately sized to meet the proposed use.*
- (4) Adequately served by municipal services or a septic system with adequate capacity for the proposed use.*
- (5) In conformance with all applicable building and fire codes, and ADA requirements.*
- (6) In conformance with all state and county health regulations.*
- (7) In conformance with the city's off street parking requirements pursuant to subsection 11-3-4 of this title, or proof of parking, if deemed reasonable by the city.*
- (8) Adequately situated and designed so as to not create a significant traffic impact on adjoining public roadways, and includes safe ingress and egress to the site.*
- (9) The development meets all applicable setback requirements.*
- (10) Activity areas are appropriately screened from adjoining properties.*
- (11) The property and land use are adequately designed so as not to create an adverse impact on the residential character of the surrounding area.*
- (12) The development meets all applicable commercial site development performance standards.*
- (13) The development does not create any increase in the level of noise, air, or other pollution which would have an adverse effect on other properties.*
- (14) One advertising sign not to exceed twenty (32) square feet, and six (6) feet in height.*
- (15) Site improvements meet the city's historic preservation standards and guidelines.*

The proposed use of the two sites (6940 Keats Avenue and 9912 70th Street) in conjunction as a wedding and event center with an HCUP is consistent with the findings above as described in the following report.

Historic Conditional Use Permit

6940 Keats Avenue South (Cedarhurst Mansion)

The following improvements to and uses of the Mansion at 6940 Keats Avenue are proposed as part of the request for a Historic Conditional Use Permit (HCUP) and Site Plan Review:

1. The rehabilitation of the main mansion, including interior and exterior restoration work, mechanical system upgrades, additional attic insulation, and basement foundation waterproofing.
2. A one-story, 4,000 square foot addition to the west side of the mansion for an atrium lounge, storage, and commercial kitchen staging area.
3. Site and Landscape Restoration include the addition of paved and unpaved parking areas, widening of driveway aisles to become bi-directional, connecting circulation loop, rehabilitated rose garden, and loading and drop off area.
4. Removal of deteriorated barn, chicken coop, and upholstery shop structures on the west side of the property.

In compliance with the guidelines identified by New History and the State Historic Preservation Office (SHPO) tax credit criteria, the proposed work to the Mansion is broken down as follows:

Exterior work:

- Retaining, repairing, and repainting historic wood siding as needed.
- Minor repairs will be made as needed to architectural trim, eaves, and corner boards using in-kind materials.
- Repair or replacement of deteriorated window and door components with in-kind materials, as needed.
- The east porch currently experiences drainage issues where water is directed towards the building, thus requiring the east porch to be rehabilitated using historic features.
- Roof repairs will be limited to localized in-kind replacement of damaged asphalt shingles.
- Some repair or replacement of damaged gutters and downspouts as needed.

Interior work:

- Repair and refinish the original hardwood floors, including removing non-historic carpeting and refinishing underlying original wood flooring where present and salvageable.
- Stripping non-historic wallpaper and repainting the walls using historically sympathetic finishes.
- Refinish and repaint existing plaster walls and ceilings. Repair as needed.
- Removal and replacement of non-original light fixtures with more historically appropriate or concealed options.
- Preserve and refinish original stair handrails and balusters as needed.

Foundation and mechanical work:

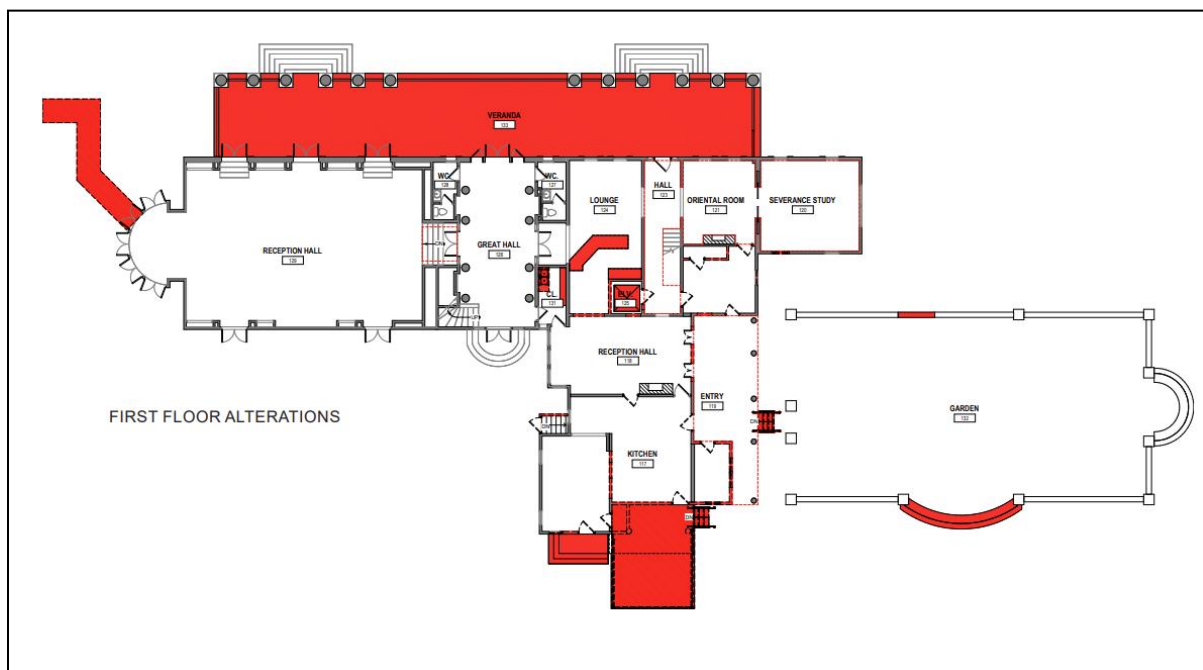
- Localized foundation repairs as needed in basement to address structural deficiencies and water damage and infiltration.
- Addition of insulation throughout the attic to improve energy efficiency.
- Reopening of the existing attic ridge vent to restore proper ventilation and reduce heat buildup.
- Installation of new high-efficiency boiler system while retaining and reusing select historic radiators where feasible.
- New air ducts and ventilation systems, routed to avoid visible impact to historic spaces.
- Replace outdated electrical panels and wiring to meet current capacity and safety codes.
- Installation of new building-wide sprinkler system to meet fire and safety code.

Most notably, a new, one-story addition will be constructed to connect to the west façade, adjacent to the location of the existing non-historic kitchen, as guided in compliance with the New History report. Connection will require removal of the non-historic west porch. The addition will house an atrium lounge, kitchen staging area, and storage area. The addition will be constructed in clearly differentiated materials from the historic portion of the mansion, and the construction is designed to be reversible in compliance with the Secretary of the Interior's standards for rehabilitation.



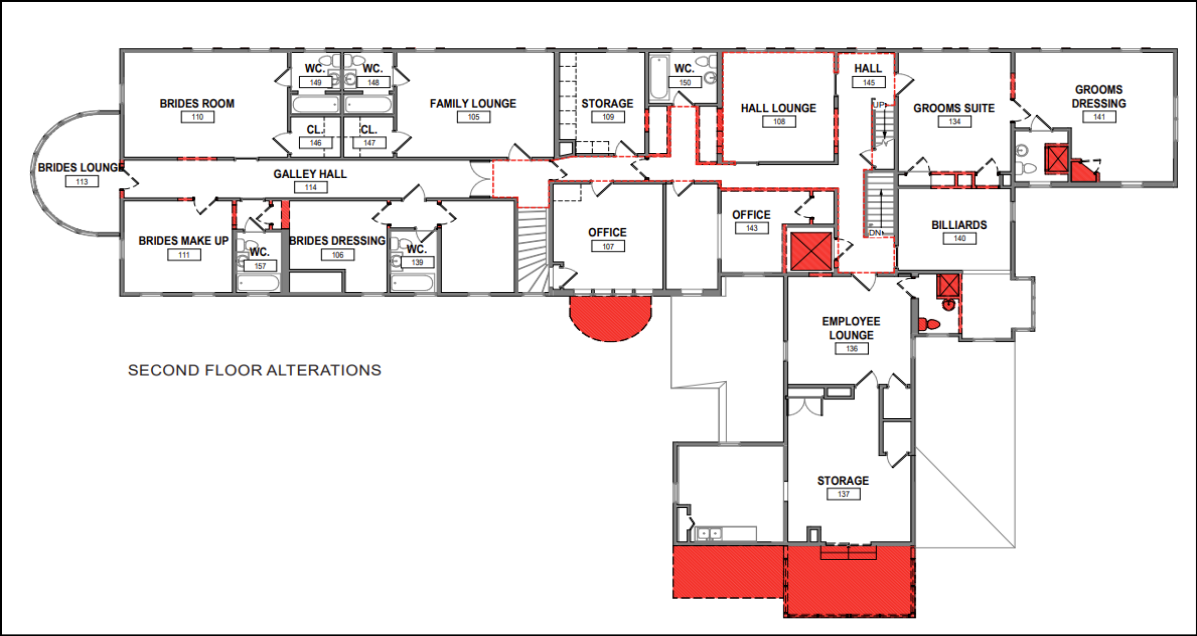
Rendering of Addition

Interior first floor plan alterations to the Mansion will be relatively minor, with most alterations being performed to meet accessibility and code compliance, as well as overall functionality. Historic room connections will be restored.



First Floor Plan

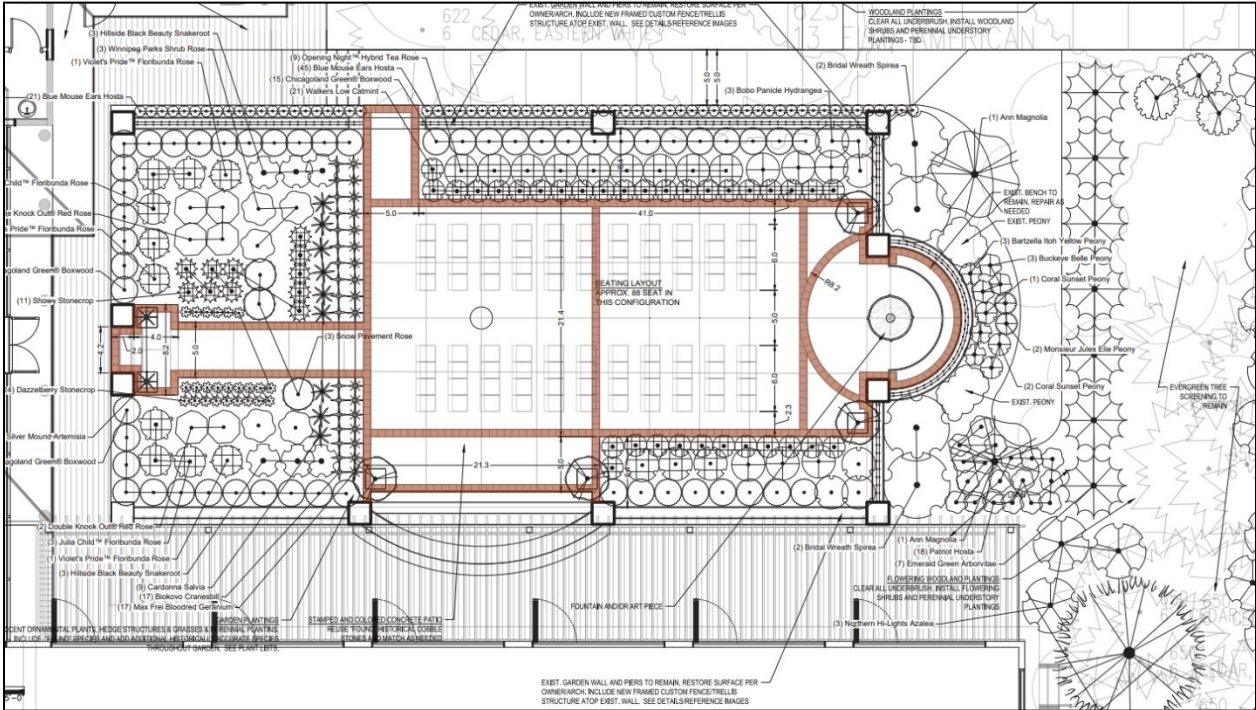
Portions of the existing second floor corridor do not meet ADA or Code requirements for width. Therefore, portions of interior partitions, closets, and bathrooms will be selectively removed to improve functionality and circulation. A limited use/limited application elevator will be added within the existing elevator shaft to provide vertical access between first and second floors. Space on the second floor will be converted into hospitality suites for bride and groom preparation, each with private restrooms and lounge areas.



Second Floor Plan

Garden Area Improvements

A patio centered in the garden will seat approximately 88 people, with a proposed fountain and/or art centerpiece at the south end. New plantings will include a plethora of plant varieties consisting of accent ornamental plants, hedges, grasses, and perennials throughout the garden. The existing contributing garden wall and piers will remain and be restored, including new fencing or trellis atop the existing wall. Surrounding brick pavers and colored concrete patio areas will be salvaged and reused where possible. If needed, new paver materials will be used that will match historic paver units.



Garden Area Plantings

Wedding Ceremony Locations

Outdoor ceremony grounds will be available in multiple locations on the property including the front lawn, rose garden, and northern second lawn. Per standards in Title 11-4-4, each outdoor gathering area is screened with existing vegetation to completely restrict vision of the gathering areas from adjacent residential properties and shall be setback at least 150 feet from the nearest residential property line. All amplified sound from the ceremony shall not be audible from the adjacent residential properties. Standards in Title 11-4-16 require the outdoor seating areas to have an improved and maintained surface; however, in order to be in alignment with the New History report guidelines and provide flexibility through the HCUP preservation standards, maintaining a grass surface on the lawn areas identified for ceremonies is acceptable. Seating for the outdoor ceremony areas shall be arranged in a manner so as not to compromise safety, obstruct any entrances or exits, be located on landscaping or parking areas, and shall not be located within any required setback areas.

1. Front Lawn: A grand, dramatic setting framed by the stately portico.
2. Rose Garden: An intimate, timeless space surrounded by lush blooms.
3. Atrium: A bright, modern space filled with natural light.
4. Historic Ballroom: Refined indoor space with classic architectural details.
5. Second Lawn: A quieter, tree-shaded area for added privacy.

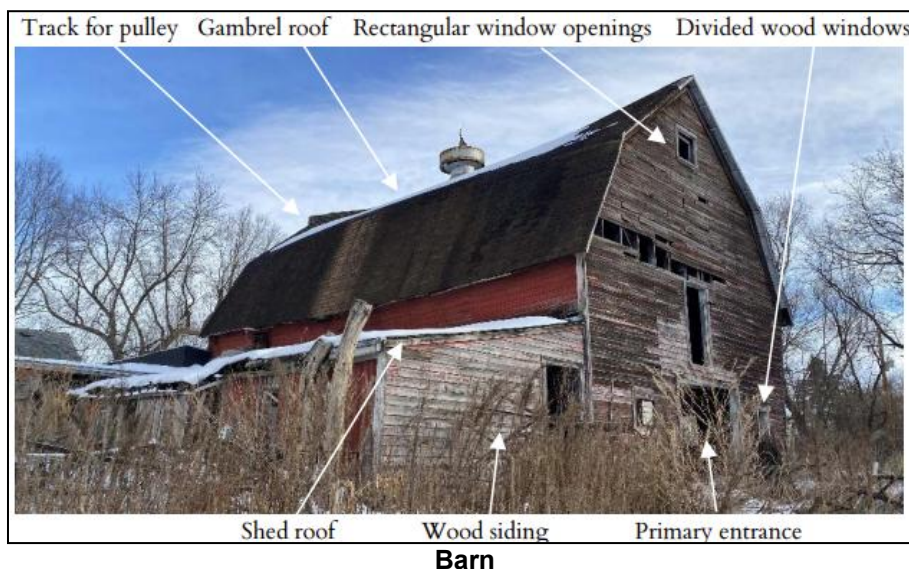


Proposed Ceremony Spaces

Accessory Structure Removal

The period of significance for the site is 1889 until 1925, reflecting the time period during which the Severances owned and occupied the property. The various resources on the site can be classified as “contributing” (historic) or “noncontributing” (non-historic). At Cedarhurst, contributing resources are defined as resources that 1) were constructed by 1925 (the end of the period of

significance) as part of the Severance estate and 2) retain historic integrity (the physical materials and features present during the period of significance). Resources constructed before 1925 that do not retain historic integrity and resources constructed after 1925 should be considered non-contributing. The New History report included an inventory of all resources across both parcels, identifying them as contributing or non-contributing. The applicant is proposing to remove the Barn structure (contributing), chicken coop (contributing), and shop (non-contributing) located to the northwest of the Mansion. Although the chicken coop and barn are considered contributing resources, due to their current structural state and years of neglected care, they are beyond repair and cannot be maintained reasonably and economically, as stated as a finding for Historic Conditional Use Permit review.



The contributing garage designed by architect Cass Gilbert and one of the non-contributing sheds (horse stable) are proposed to be retained for future potential reuse and restoration. No additional information for restoration of those structures was included with this application; however, the applicant has indicated a Phase 2 of site improvements will include a clear plan for use and improvements of the accessory structures. Several of the accessory structures are proposed to be removed due to safety hazard including the dilapidated barn and chicken coop.

9912 70th Street South (Gardener's Cottage)

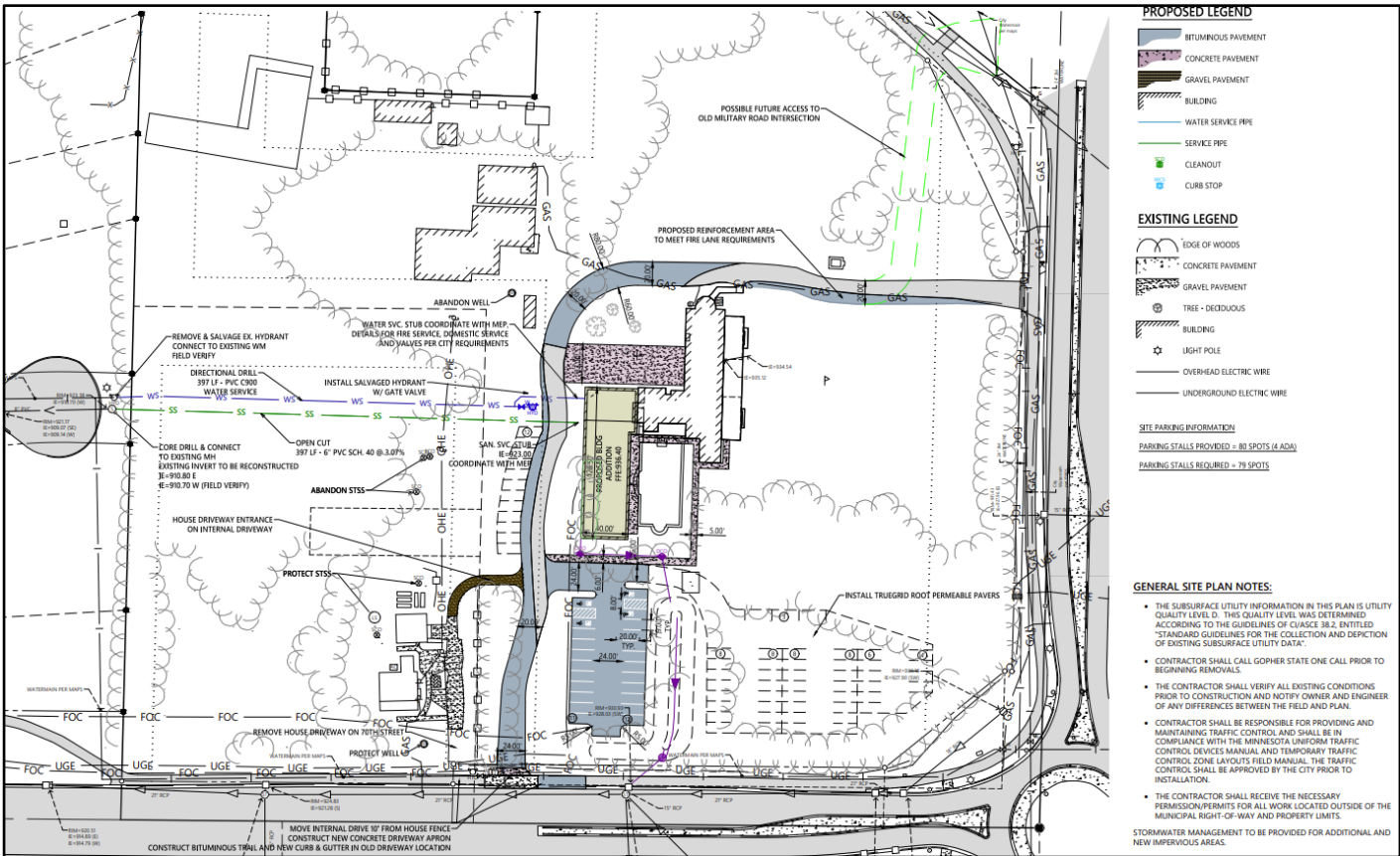
The Cottage is not currently listed on the City's Register of Historic Sites and Landmarks; however, an application to request the site be added to the City's local register will be required prior to issuance of a certificate of occupancy for the Mansion. For the site to be eligible for an HCUP, the site must be added to the City's Register of Historic Sites and Landmarks; therefore, a condition of the HCUP will require the property to be listed on the City's Register.

The applicant has shared a phased plan for the Gardener's Cottage property. The first phase will be to preserve the Cottage in its current condition and bring the property into code compliance (interior and exterior), while utilizing it for internal company purposes only. It will serve as a quiet, dedicated location for team meetings, strategic planning sessions, and staff connection space. The long-term plan, once the business is stabilized at the site, is to gradually restore the Cottage, inside and out. Restoration will include addressing structural and aesthetic modifications. Proposed modifications to the Cottage will require review by the ACHP prior to the issuance of building permits for the work. Given the site and house is within the R-3 Zoning District, an HCUP is required to operate as and/or with the proposed wedding and event center. No ceremonies or events shall be permitted to take place on the Gardener's Cottage property.

Site Plan Review

Overview

The site layout will include bi-directional driveways and a new circulation loop to accommodate guests and service traffic. The site will be connected to City sewer and water; it is currently served by well and septic. Parking will be accommodated with a new 23-stall paved parking lot, as well as a 45-stall overflow unpaved parking area and a 12-stall overflow unpaved parking area. A stormwater basin is proposed to the immediate east of the paved parking lot. Plans include the addition of an approximate 4,000 square foot atrium to the west side of the Mansion for lounge and kitchen staging areas. The historic rose garden will be rehabilitated on the east side of the addition for ceremonial use, with the addition serving as a buffer from residential properties to the west. New walkways will be added to improve circulation around the property, connecting the east and south porches with as little land and vegetation disturbance as possible.



Proposed Site Plan

Setbacks

The following table summarizes the applicable setback standards for buildings within the Mixed Use District and proposed setbacks with the site and mansion improvements:

Mixed Use District Setbacks		
	Code Standard setbacks	Proposed setbacks for the Mansion/Addition
Minimum front yard	25ft	150+ ft
Minimum rear yard	10ft	300+ ft
Minimum rear yard abutting a residential district	50ft	300+ ft
Corner lot setback on front and side yard	20ft	150+ ft

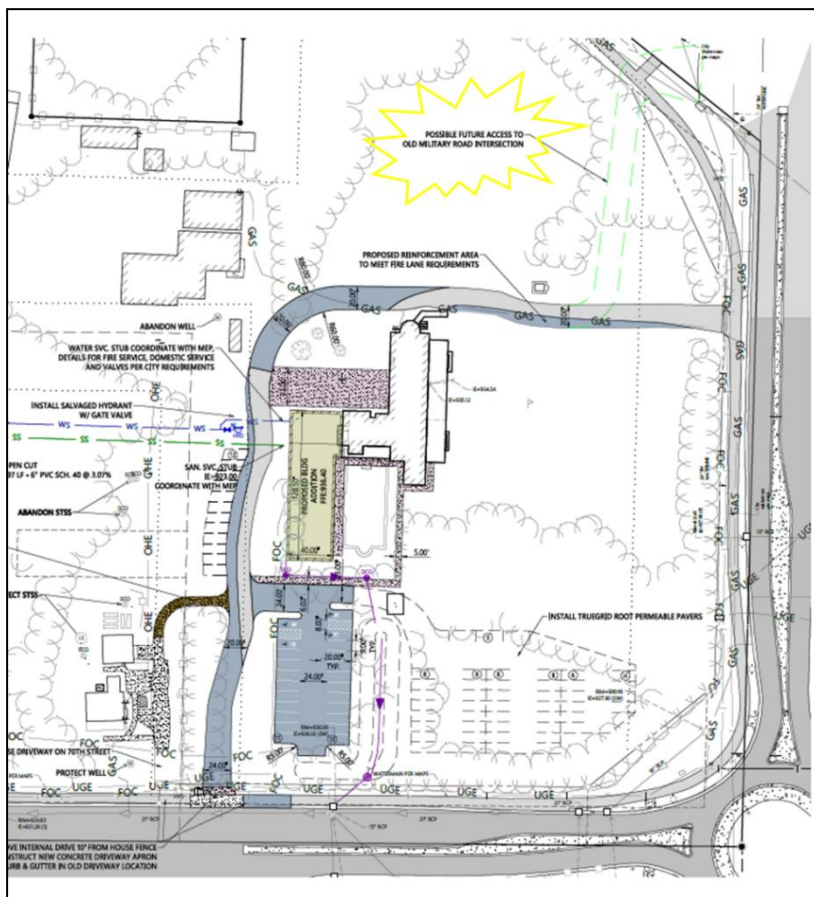
Parking lots and access/drive lanes are required to meet a minimum of a 10-foot setback from property lines. The Applicant is proposing a 10-foot setback from the westerly property line for the newly proposed access/driveway from 70th Street. The paved and unpaved parking areas both meet the required 10-foot setback as well as the proof of parking area along the west property line meets the 10-foot required setback.

Access

A roundabout was constructed by Washington County at the intersection of Keats Avenue and 70th Street. The roundabout converted the existing unrestricted access to right-in right-out access for the existing driveway entrance to the Mansion on 70th Street due to the addition of the median along with restricting left turns out of the access onto 70th Street. In an effort to provide improved access to the site to facilitate traffic flow, the applicant is proposing to relocate the existing access location to the Mansion parcel on 70th Street further to the west to align with the existing Jorgensen Lane to the south. Relocating the driveway entrance will allow traffic in and out of the site from both directions without obstruction from the median.

The existing driveway access to the Cottage parcel on 70th Street is proposed to be removed and access from 70th Street to the Cottage site will be shared with the Mansion. The Cottage site will access their parcel from the driveway constructed on the Mansion site. A shared access agreement will be required to be recorded against both properties providing legal access to the Cottage site and outlining maintenance requirements at such time the parcels are not under shared ownership. Driveway access aisles from 70th Street and Keats Avenue through the site are proposed to be widened to 20-feet to allow for emergency vehicle accessibility and turn around.

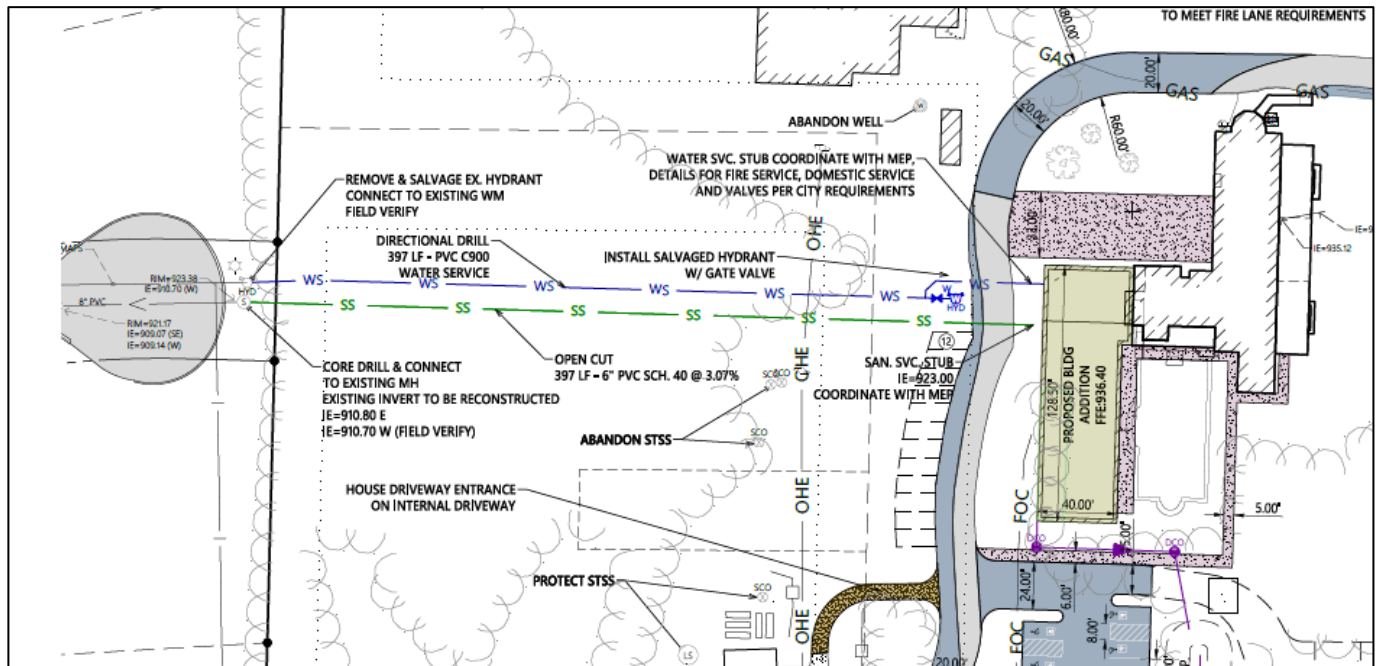
If at any time, the City and/or the County identify the access at 70th Street as not functioning efficiently or poses a safety concern, the City and/or County may determine a driveway shall be connected to the old Military Road access as a full access onto Keats Avenue in the northeast corner of the site and the 70th Street Access would be a limited access. The northeast Military Road driveway access connection is illustrated on the site plan provided by the applicant and has been reviewed with this submittal.



Utilities

The Mansion and Gardener's Cottage are currently served by private septic and well. The Applicant is proposing to connect the Mansion to public water and sewer service at the stubs within the cul-de-sac at 69th Street to the west. The connection will be a private service; therefore, the property owner will be responsible for all maintenance of the utility lines from the City's main sewer and water lines. The Applicant shall enter into a hydrant access agreement to allow the city to flush.

The proposed connection extends through the 9912 70th Street property. To ensure access for maintenance, etc., an easement is required to be recorded against both properties in the event the parcels are no longer under common ownership.



Utility Connection

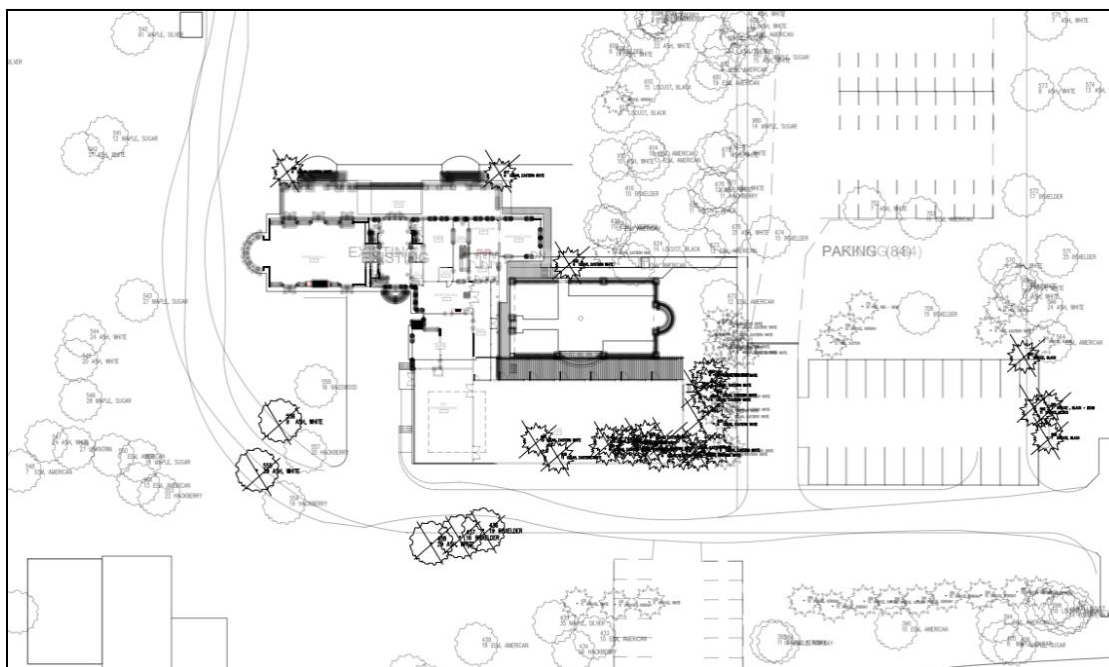
The applicant is not proposing to connect the Cottage parcel (9912 70th Street) to City utilities. However, if at any time the existing well or septic fails, the property owner will be required to connect to City services. Area charges and connection fees applicable at that time will be required to be paid at time of connection for the 3-acre parcel.

Stormwater Management

The Applicant is proposing the installation of required stormwater infrastructure to manage and treat run-off on existing and proposed impervious surfaces on the site in accordance with the City and Watershed District standards. The Applicant shall comply with all comments included in the City Engineer Review Memo dated 8/7/2025 and Stormwater Rules Summary Memo dated 5/6/2025. A private stormwater maintenance agreement will be required.

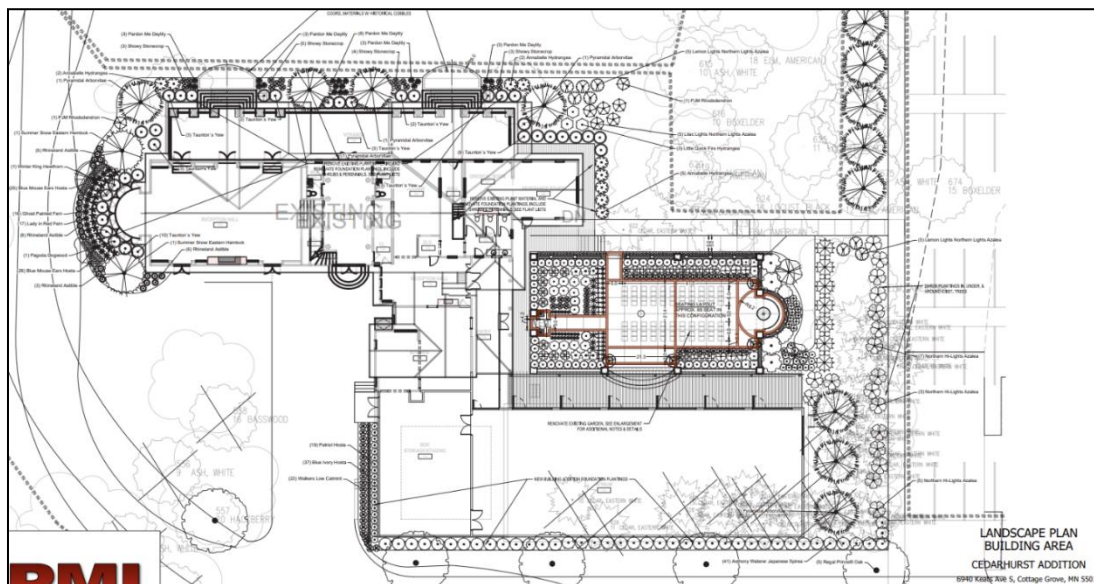
Tree Mitigation & Landscaping Improvements

A tree inventory was completed by the property owner and continues to be applicable with the proposed site review. The Applicant has noted their intent is to remove trees only as needed for parking areas, the building addition, and garden updates while preserving as much of the existing vegetation on the site as possible. The Applicant is proposing to remove 26 qualifying trees of the approximately 547 total qualifying trees on the site. The City's Tree Preservation standards in Title 11-3-13 allow for removal of 40 percent of qualifying trees onsite without mitigation. Due to the low volume of proposed tree removal, mitigation is not required.



Tree Inventory

The Applicant has provided a landscape plan aligning with the City's landscape standards. The proposed site area for the addition and rose garden improvements is approximately 8,800 square feet and will therefore, per the City Code coefficient, require three overstory deciduous trees, three coniferous trees, and six shrubs. The landscaping plan dated 6/27/2025 includes all required plantings.



Landscape Plan

Existing remaining trees along 70th Street and along the west side of the property shall be maintained as a buffer to the parking lot and outdoor ceremony areas from neighboring residential properties and public roads. New ornamental perennials, shrubs, and trees will be added surrounding the Mansion, the new addition, and the north side of the parking areas.

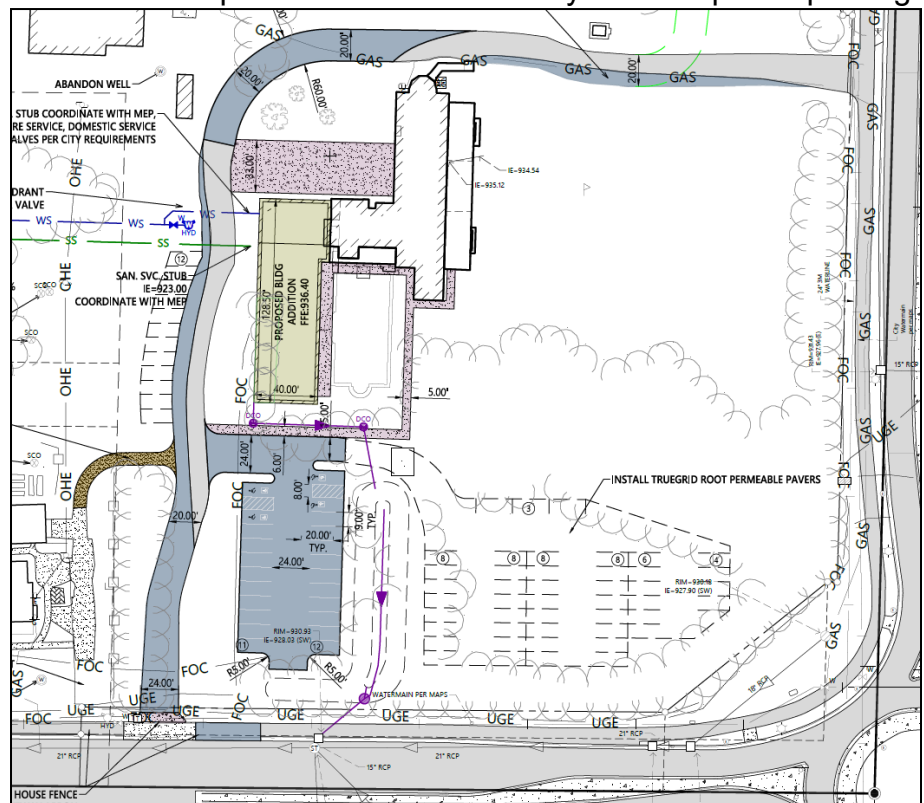
Parking

City Code Title 11-4-4 requires all parking areas to be screened from residentially zoned property, off street parking shall meet the restaurant parking requirements, and other parking standards in Title 11-3-4. The standards for restaurant parking require 1 space for each 3 seats, based on capacity design, plus employee parking.

The Applicant is proposing a maximum seating capacity within the atrium addition to be 190 seats. The required number of parking spaces based off of overall seating capacity is 64, and the number of spaces for staff is 15; therefore, a total of 79 parking spaces are required.

The Applicant is proposing a total of 80 parking spaces (dedicated and overflow combined) on the site. In an effort to maintain the rural character and more specifically the historic nature of the site, the Applicant is proposing the majority of the parking area as unpaved. The Applicant is proposing two unpaved parking areas and one paved parking area. The paved parking lot will contain 23 spaces, four of which will be ADA designated spaces. The larger of the unpaved parking areas will be located in the southeast corner of the site and will contain 45 spaces. A proof of parking area with 12 spaces is proposed along the west side of the driveway from 70th Street. The proposed parking areas meet the minimum setback for parking areas within a M-U Zoning District: 10 feet from rear or side lot lines and 20 feet from public right of way or residential property.

City code standards require parking areas for commercial uses to be paved, typically with curb and gutter. However, given the historic nature of the site and use under an HCUP, review of the proposed natural parking surface has been completed. To ensure stability of the unpaved parking areas, the Applicant will be required to install a turf reinforcement mat within the southeast parking area. The proof of parking along the driveway shall remain unimproved until such time it is determined by the City that the addition of turf reinforcement mat is required. Turf reinforcement mat is a pervious surfacing that aids in elimination of stormwater runoff and securing the soil within the parking area. If at any time parking on the turf reinforcement mat parking area becomes an issue as determined by the City and/or is not maintained, the parking area shall be improved with Class 5 and/or pavement.



Proposed Parking Areas/Materials

The Applicant has shared that on similar event properties under their ownership and management, a combination of hotel partnerships, shuttling, and valet services are used to minimize traffic and vehicles onsite. A similar approach is planned for events at the Mansion.

Noise and Hours of Operation

City Code Title 11-4-4: Event Centers, states no outdoor sound amplification systems shall be allowed when adjacent to residential properties. However, the intent of a Historical Conditional Use Permit is to allow activities and uses to historic sites which promote and complement a site's historic character. In each case, the ACHP and City Council shall give consideration to the impact on the neighboring uses and surrounding area for each particular proposed use at that particular location.

The Applicant has stated they plan to host at least 120 events at the site each year, with availability to book the site any day of the week and noted that standard events run until midnight. The Applicant also states noise levels to adjacent residential properties will be a priority as they set up their outdoor ceremony locations. Maintaining existing mature vegetation as well as situating ceremony locations on the east side of the Mansion and atrium will prevent noise spill to adjacent residential properties. Amplified music will be used as part of outdoor ceremonies; however, it will be conducted within the permitted hours of operation.

The Applicant is proposing hours of operation no later than 10:00 p.m. on Sunday through Thursday and 12:00 a.m. on Friday and Saturday, aligning with the City's Noise standards. The Applicant is not proposing and shall not be permitted to host receptions outside of the Mansion and/or the atrium. The Applicant shall adhere at all times to the City noise and amplified sound ordinances requirements. If violations and/or complaints are received related to noise, it is recommended that the HCUP be reviewed by the City for modification of the permitted use and hours of operation.

Waste

The applicant has noted trash bins are proposed to be stored behind the building on the northwest side near the delivery area. Per Title 11-3-8, for all new construction or major alterations to existing structures, the following standards apply to the placement and construction specifications of trash enclosure structures:

1. The trash enclosure structure must be setback ten feet (10') from all property lines.
2. Such structure shall be situated on a poured in place concrete base, which shall be extended a minimum of six feet (6') beyond the door opening to the structure.
3. The walls shall be a minimum of six feet (6') in height and shall be a masonry material or composite fencing consistent with the principal structure. No roof is required.
4. The door opening shall a maintenance-free opaque material. Use of chain link with vinyl slats is not permitted.
5. The trash enclosure shall be consistent with materials found on the principal structure. (amd. Ord. 1081, 5-1-2024)

Signage

The applicant has not provided detailed plans for signs. Should signage be proposed onsite, the applicant is subject to Title 12-1-7: Design Standard, and specifically, Title 12-1-10: Signs in Business Districts, for any signage placed at the Mansion, 6940 Keats Avenue. A separate building permit is required for signage.

Lighting

The applicant has indicated they intend to have lights in the parking lot as well as a lighted pathway leading to the estate and lighting around the estate. A photometric plan will be required to be provided showing proposed lighting meets the maximum 0.5 footcandle at property lines adjacent to residential properties. All lighting shall be downward directed.

Area Charges

Compliant with Title 8-1-3, area charges for connection to utilities shall be collected for any new or expanded commercial development and is computed on the acreage of the tax parcels with the proposed development. As approximately only one acre of the Mansion parcel will be used and improved for development/use, area charges will be determined using one acre and will be collected prior to the issuance of a building permit. At such time additional improvements are proposed to the site and/or it is further developed, the remainder of the area charges and connection fees shall be collected prior to the issuance of a building permit for new construction, development, or redevelopment on the remaining 9.1 acres of the site.

Area Charges (1-acre)	
Water	\$7,460
Sanitary	\$2,410
Storm	\$13,570
Connection Fees (1-acre)	
Water	\$2,310
Sanitary	\$1,560

A sanitary access charge (SAC) charge is also required prior to the change in use of property. The number of SAC units is determined by the Metropolitan Council. The City is committed to providing SAC credits from the City's SAC credit bank (35 credits), no more than 15 units of credit to support the dedication to the improvement of a unique site within the City and revitalization of a historic property.

Review

ACHP Review

The City's Advisory Committee on Historic Preservation (ACHP) reviewed the application request at their meeting on June 10, 2025, and voted 5-0 to recommend approval of the proposed improvements to the mansion and the site. A memo was provided to City Council for review.

Neighborhood Meeting

A neighborhood meeting was held by the applicant on July 15, 2025, at 5:30 p.m. at the Mansion. All property owners within the 500-foot boundary to receive a public hearing notice received an invitation. A representative from Bellagala was present and provided an overview of the project

and proposed use. Approximately 30 people attended, and overall feedback of the proposal was unobjectionable.

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 123 property owners that are within 500 feet of the proposed project. Staff have not received any written 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 additional information and clarification on the following:

- What potential does the Cottage parcel hold for future development if rezoned to R-3, Single Family Residential District?
 - There is potential for further residential development of the parcel for single-family homes or other development as outlined within the zoning code, provided all standards in the code can be met. However, the use of the Cottage is being reviewed in conjunction with the use of the Mansion and will be designated as a historic property and retain that designation if the property is further developed. The historic designation does provide limits on the use of the site and the Cottage. If this parcel does develop further, access to the property would be obtained from 69th Street.
- Does the Cottage need to meet Commercial building code requirements? Are there restrictions on capacity?
 - The proposed change in use from a residential building to a commercial building will require an application for a “Change in Occupancy” for the Gardener’s Cottage to be utilized in conjunction with the Mansion. An architect is required to supply construction documents with the code compliance summary, life safety, means of egress, travel distance, exit locations, occupancy calculations, etc.
- The Commission expressed concerns related to the driveway access off 70th Street and inquired if a right turn lane would be required.
 - Staff clarified 70th St is a County roadway and ultimately is the County’s jurisdiction to review and determine if access becomes problematic and/or if turn lanes are required. Staff also clarified that should there be safety concerns at the 70th Street access, the access would likely be restricted to a right-in, right-out and an access would be shifted to Military Road as illustrated on the site plan providing a full access to the site. A backup of traffic onto 70th St is not anticipated, as there are no obstacles slowing traffic once it pulls onto the property, and the driveway on the property is long enough for stacking to occur on the property itself and not the road.

The Planning Commission voted unanimously (5-0) to recommend the City Council approve the requests.

Summary

The proposed use of the site at 6940 Keats Avenue and 9912 70th Street as a wedding and event center is consistent with the performance standards specified in the city's zoning ordinance and with proper conditions of approval that protect the health and safety of the general public, it will create an improvement to the unique use of a registered historical property within the community.

Recommendation

The City Council is recommended to take the following actions:

- A. Adopt Ordinance No. 1103 to approve a Zoning Amendment to rezone the property at 6940 Keats Avenue South from AG-2, Agricultural to M-U, Mixed-Use.
- B. Adopt Resolution 2025-112 to approve a Historical Conditional Use Permit to operate an event center/wedding venue on the Cedarhurst Mansion property located at 6940 Keats Avenue South, which is on the National Register of Historic Places and the City's Register of Historic Sites and Landmarks.
- C. Adopt Resolution 2025-113 to approve a Site Plan Review for improvements to the site and the Mansion and an addition to the Mansion located at 6940 Keats Avenue South for use as a wedding and event center.
- D. Adopt Ordinance No. 1104 to approve a Zoning Amendment to rezone the property at 9912 70th Street South from AG-2, Agricultural, to R-3, Single Family Residential.
- E. Adopt Resolution 2025-114 to approve a Historical Conditional Use Permit to use the Gardener's Cottage property located at 9912 70th Street South in conjunction with the commercial event/wedding venue on the adjacent parcel at 6940 Keats Avenue South.
- F. Approve the business subsidy agreement with Bellagala to provide a business subsidy for \$37,273.00 for up to 15 SAC units.

Attachments:

Applicant Narrative

Civil Plan Set Dated 7/24/2025

Landscape Plan Dated 6/27/2025

Washington County Plan Review Memo Dated 7/24/2025

Engineering Plan Review Memo Dated 8/7/2025

(Cedarhurst) Historic Site Design Guidelines – New History September 2022

Business Subsidy Agreement

Proposed Development Description – Cedarhurst Mansion Redevelopment

6940 Keats Ave S, Cottage Grove, MN 55016

The Cedarhurst Mansion property, historically known as the Severance House, is proposed to be redeveloped into a year-round wedding and event center. The project involves rehabilitation of the main mansion and significant site and landscape improvements to support assembly use, improve accessibility, and preserve the site's historic character. The redevelopment is designed to meet the Secretary of the Interior's Standards for Rehabilitation and aligns with requirements of the National Park Service and Advisory Council on Historic Preservation.

Primary Program Components:**1. Historic Mansion Rehabilitation:**

The mansion will undergo careful interior and exterior restoration. This includes:

- Removal of non-historic elements such as an enclosed porch, balcony, and deteriorated masonry cladding not original to the structure.
- Restoration of original hardwood floors, doors, and windows wherever feasible.
- Replacement of deteriorated cedar shake shingles with in-kind asphalt shingles.
- Installation of a new elevator within the existing shaft to meet ADA accessibility.
- Addition of modern mechanical, electrical, plumbing, and fire suppression systems integrated with minimal impact on historic fabric.
-

2. Rose Ballroom Addition and Service Expansion:

A modest, sympathetic addition will be constructed to house a commercial kitchen back-of-house operations and storage and a new ballroom for wedding receptions including the necessary mechanical rooftop equipment. This addition includes:

3. Site and Landscape Enhancements:

Extensive work is proposed to improve circulation, parking, and landscape use:

- Construction of a 23 stall paved parking lot with overflow grass lot screened with topography and vegetation.
- New bi-directional driveways and circulation loops to accommodate guest and service traffic.
- Rehabilitated rose garden with masonry wall repairs, drainage improvements, and updated plantings. Portions of the wall will be modified for ADA access, preserving its form and ceremonial use.
- Secondary outdoor drop-off zones and pergolas for ceremonial staging and photography.

4. Outbuilding and Secondary Structures:

- Non-contributing barns and sheds west of the house will be removed to open views and improve site functionality.
- The historic Cass Gilbert-designed barn and horse stable will be retained for potential future adaptive reuse.
- The caretaker's house will remain on-site and may be used for operational support in the future; no major changes to that structure are currently proposed.

PROJECT OVERVIEW

CEDARHURST MANSION, HISTORICALLY KNOWN AS THE CORDENIO SEVERANCE HOUSE, IS A **NATIONALLY SIGNIFICANT NEO-CLASSICAL ESTATE** LOCATED IN COTTAGE GROVE, MINNESOTA.

THE ORIGINAL 1860’S FARMHOUSE WAS **EXPANDED IN 1917 BY ARCHITECT CASS GILBERT** TO SERVE AS A DIGNIFIED COUNTRY RESIDENCE FOR SEVERANCE, A PROMINENT ATTORNEY BASED IN SAINT PAUL WITH NATIONAL POLITICAL TIES.

THE HOUSE’S **EAST-FACING PRIMARY ELEVATION** FEATURES A TWO-STORY DORIC HEXASTYLE PORTICO WITH FANLIGHT PEDIMENT AND SYMMETRICAL FENESTRATION.



PRIMARY ELEVATION

PROJECT OVERVIEW

NOTABLE EXTERIOR FEATURES INCLUDE:

- ORIGINAL WOOD WINDOWS WITH NON-HISTORIC FIXED SHUTTERS
- SEMICIRCULAR BAY ON THE NORTH BALLROOM FAÇADE
- EAST AND SOUTH PORCHES, WITH THE EASTERN PORCH SERVING AS THE PRIMARY CEREMONIAL ENTRY AND THE SOUTH PORCH BELONGING TO THE ORIGINAL FARMHOUSE.
- LOW-SLOPED ROOFLINES WITH ORIGINAL RIDGE CONFIGURATIONS AND DECORATIVE EAVES
- HISTORIC FRONT LAWN AND APPROACH
- HISTORIC ROSE GARDEN



PRIMARY ELEVATION - DAY

PROJECT OVERVIEW

THE PROPOSED REHABILITATION WILL CONVERT CEDARHURST MANSION INTO A YEAR-ROUND LUXURY WEDDING AND EVENT VENUE.

THE PROJECT WILL **PRESERVE** THE MANSION'S ARCHITECTURAL INTEGRITY WHILE UPGRADING BUILDING SYSTEMS TO SUPPORT MODERN HOSPITALITY OPERATIONS.

ALL REHABILITATION WORK WILL FOLLOW THE **SECRETARY OF THE INTERIOR'S STANDARDS** FOR REHABILITATION.



PRIMARY ELEVATION - NIGHT

PROJECT SCOPE

PROPOSED WORK CONSISTS OF:

1. SITE WORK
- NEW PARKING LOT
 - EXPANDED DRIVE AISLE
 - UPGRADED UTILITIES
 - ROSE GARDEN REHABILITATION
 - ADDITIONAL LANDSCAPING
 - REMOVAL OF UNSAFE OUTBUILDINGS
2. PRESERVATION
- DEFERRED MAINTENANCE ON EXTERIOR AND INTERIOR OF HISTORIC MANSION
 - MECHANICAL SYSTEM UPGRADES
 - ADDITIONAL ATTIC INSULATION AND BASEMENT WATERPROOFING
3. ADDITIONS AND ALTERATIONS
- APPROX. 4,000 SQFT ATRIUM
 - EXTERIOR ACCESSIBLE RAMPING
 - MINIMAL INTERIOR DEMO FOR CODE COMPLIANCE AND PROGRAMMATIC FUNCTIONALITY



CONCEPT AERIAL VIEW - FRONT



1. SITE WORK

CONSTRUCT A **NEW PARKING LOT** (75-100 PARKING STALLS) IN A DISCREET AREA OF THE PROPERTY, SCREENED WITH PLANTINGS AND TOPOGRAPHY TO **MINIMIZE VISIBILITY FROM PRIMARY HISTORIC VIEWSHEDS**.

EXISTING **DRIVE AISLE** TO BE **WIDENED** TO ALLOW FOR EMERGENCY VEHICLE ACCESS AND PRESERVE THE FORMAL APPROACH FROM THE EAST.

UTILITY UPGRADES FOR WATER AND SEWER CONNECTIONS,

ONSITE **STORMWATER MANAGEMENT** INTERVENTIONS TO BE THOUGHTFULLY INTEGRATED INTO SITE DESIGN.



CONCEPT AERIAL VIEW - REAR



1. SITE WORK

REHABILITATE THE ROSE GARDEN TO REFLECT ITS HISTORIC LAYOUT AND CEREMONIAL USE BY **REPAIRING AND REPOINTING** THE HISTORIC MASONRY WALLS AND BALUSTRADE.

REMOVE UNSAFE, NON-CONTRIBUTING STRUCTURES LOCATED ON THE WEST PORTION OF PROPERTY (BARN, CHICKEN COOP, UPHOLSTERY SHOP) THAT HAVE DETERIORATED TO A STATE WHERE **REPAIR IS NOT FEASIBLE** DUE TO YEARS OF DEFERRED MAINTENANCE.

NEW TREES AND PLANTINGS TO BE INCORPORATED ADJACENT TO ATRIUM ADDITION AND WITHIN HISTORIC ROSE GARDEN LOCATION. HARDY, LOW MAINTENANCE SPECIES TO **HELP IMPROVE SUBSURFACE DRAINAGE**.



CONCEPT AERIAL VIEW - REAR



2. PRESERVATION

DEFERRED MAINTENANCE EXTERIOR:

ALL HISTORIC WOOD SIDING WILL BE **RETAINED**, REPAIRED, AND REPAINTED AS NEEDED.

WHERE NEEDED, **MINOR REPAIRS** WILL BE MADE TO ARCHITECTURAL TRIM, EAVES, AND CORNER BOARDS, **USING IN-KIND MATERIALS** AND PROFILES.

IN-KIND REPAIR OR REPLACEMENT OF DETERIORATED WINDOW AND DOOR COMPONENTS, MATCHED FOR PROFILE. RE-GLAZING AND RE-PUTTYING WHERE NEEDED.

THE **EAST PORCH WILL BE REHABILITATED** TO RESTORE HISTORIC FEATURES, ADDRESSING **DRAINAGE ISSUES** DUE TO MID 20TH CENTURY ALTERATION THAT DIRECTS WATER TOWARD THE BUILDING.

LIMIT ROOF REPAIRS TO LOCALIZED **IN-KIND REPLACEMENT OF DAMAGED ASPHALT SHINGLES**. REPAIR/REPLACE DAMAGED GUTTERS AND DOWNSPOUTS AS NEEDED.



EXTERIOR PHOTOS - APRIL 2025

2. PRESERVATION

DEFERRED MAINTENANCE INTERIOR:

REPAIR AND REFINISH ORIGINAL
HARDWOOD FLOORS BY GENTLEST
MEANS.

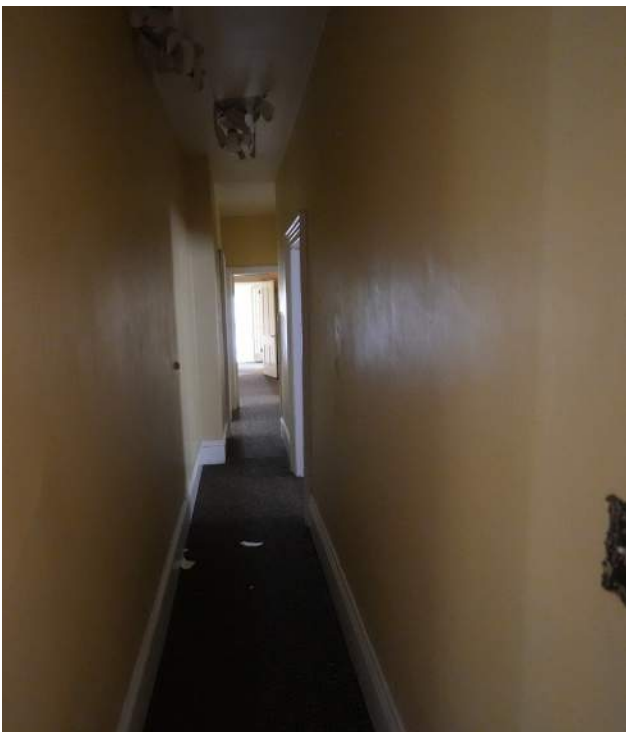
REMOVE NON-HISTORIC CARPETING
AND REFINISH UNDERLYING WOOD
FLOORING WHERE PRESENT AND
SALVAGEABLE.

STRIP NON-HISTORIC WALLPAPER AND
REPAINT WALLS USING HISTORICALLY
SYMPATHETIC FINISHES.

REFINISH (REPAIR AS NEEDED) AND
REPAINT EXISTING PLASTER WALLS
AND CEILINGS.

REMOVE AND REPLACE NON-
ORIGINAL LIGHT FIXTURES WITH MORE
HISTORICALLY APPROPRIATE OR
CONCEALED OPTIONS.

PRESERVE AND REFINISH ORIGINAL
STAIR HANDRAILS AND BALUSTERS AS
NEEDED.



INTERIOR PHOTOS - APRIL 2025

2. PRESERVATION

PERFORM LOCALIZED **FOUNDATION REPAIRS** AS NEEDED IN BASEMENT TO ADDRESS STRUCTURAL DEFICIENCIES AND WATER INFILTRATION.

ADD LOOSE-FILL INSULATION THROUGHOUT ATTIC TO **IMPROVE ENERGY PERFORMANCE**. REOPEN THE EXISTING RIDGE VENT TO RESTORE PROPER VENTILATION AND REDUCE HEAT BUILDUP.

INSTALL **NEW HIGH-EFFICIENCY BOILER SYSTEM**; RETAIN AND **REUSE SELECT HISTORIC RADIATORS** WHERE FEASIBLE.

INTRODUCE **NEW DUCTED AIR HANDLING UNITS** AND VENTILATION SYSTEMS, CAREFULLY ROUTED TO **AVOID VISIBLE IMPACT** IN HISTORIC SPACES.

REPLACE OUTDATED ELECTRICAL PANELS AND WIRING TO MEET CURRENT CAPACITY AND SAFETY CODES.

A **NEW BUILDING-WIDE SPRINKLER SYSTEM** WILL BE INSTALLED TO MEET CURRENT **FIRE AND LIFE SAFETY** CODE REQUIREMENTS.



INTERIOR PHOTOS - APRIL 2025

3. ADDITIONS & ALTERATIONS

PROPOSED WORK CONSISTS OF:

A NEW **ONE-STORY ADDITION** WILL BE CONSTRUCTED ON THE WEST ELEVATION OF THE MANSION TO HOUSE TWO PROGRAMMATIC ELEMENTS: **AN ATRIUM LOUNGE AND A KITCHEN STAGING AREA.**

THE ADDITION WILL BE **CLEARLY DIFFERENTIATED** FROM THE HISTORIC STRUCTURE IN BOTH MASSING AND MATERIALITY **WHILE REMAINING COMPATIBLE** IN SCALE, PROPORTION, AND DETAIL.

THE ADDITION WILL **LIGHTLY CONNECT** AT THE WEST FACADE, ADJACENT TO THE LOCATION OF THE EXISTING **NON-HISTORIC KITCHEN.**

THIS WORK **COMPLIES WITH THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION**, PARTICULARLY THOSE ADDRESSING NEW ADDITIONS, AND HAS BEEN DESIGNED TO ENSURE **THE NEW CONSTRUCTION IS REVERSIBLE AND IS IN DEREERENCE** TO THE MANSION'S HISTORIC CHARACTER AND SIGNIFICANCE.



ADDITION VIEW FROM ROSE GARDEN

3. ADDITIONS & ALTERATIONS



HISTORIC PRIMARY ELEVATION (EAST)



BIRDSEYE VIEW OF ATRIUM ADDITION



ACCESSIBLE ROUTE



ROSE GARDEN VIEW FROM ATRIUM ADDITION

3. ADDITIONS & ALTERATIONS

FIRST FLOOR ALTERATIONS:

MINOR ALTERATIONS ARE NEEDED TO MEET **ACCESSIBILITY AND CODE COMPLIANCE**, AS WELL AS PROGRAMMATIC FUNCTIONALITY.

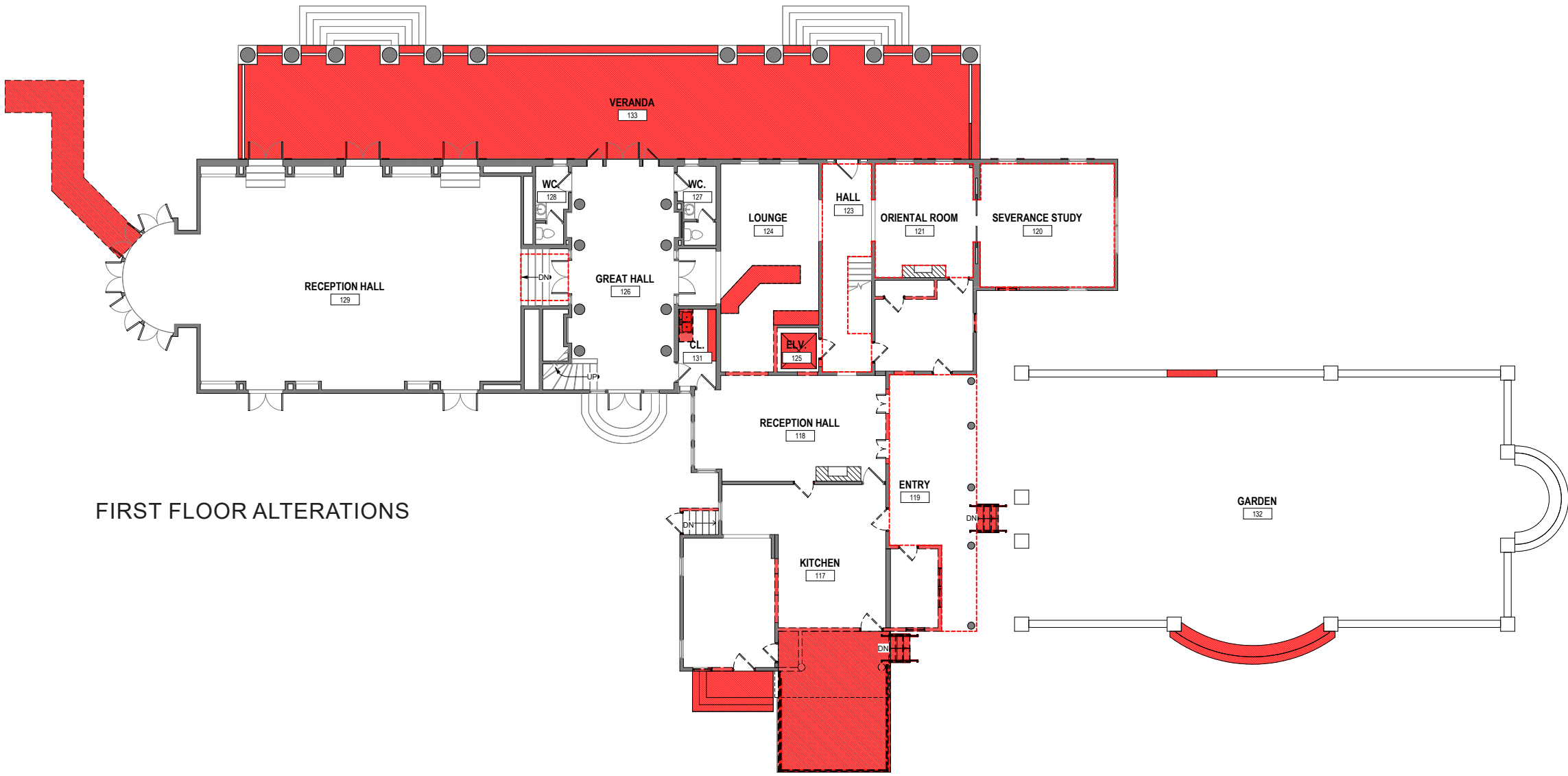
EAST PORCH RESTORATION AND REPAIR

RESTORE HISTORIC ROOM CONNECTIONS, INCLUDING ORIGINAL PASS-THROUGH IN THE RECEPTION HALL.

PRESERVE BALLROOM LAYOUT AND HISTORIC FINISHES THROUGHOUT THE BUILDING WHERE INTACT.

REMOVE NON-HISTORIC WEST PORCH FOR NEW ADDITION CONNECTION.

REMOVE NON-HISTORIC CARPETING THROUGHOUT.



FIRST FLOOR ALTERATIONS



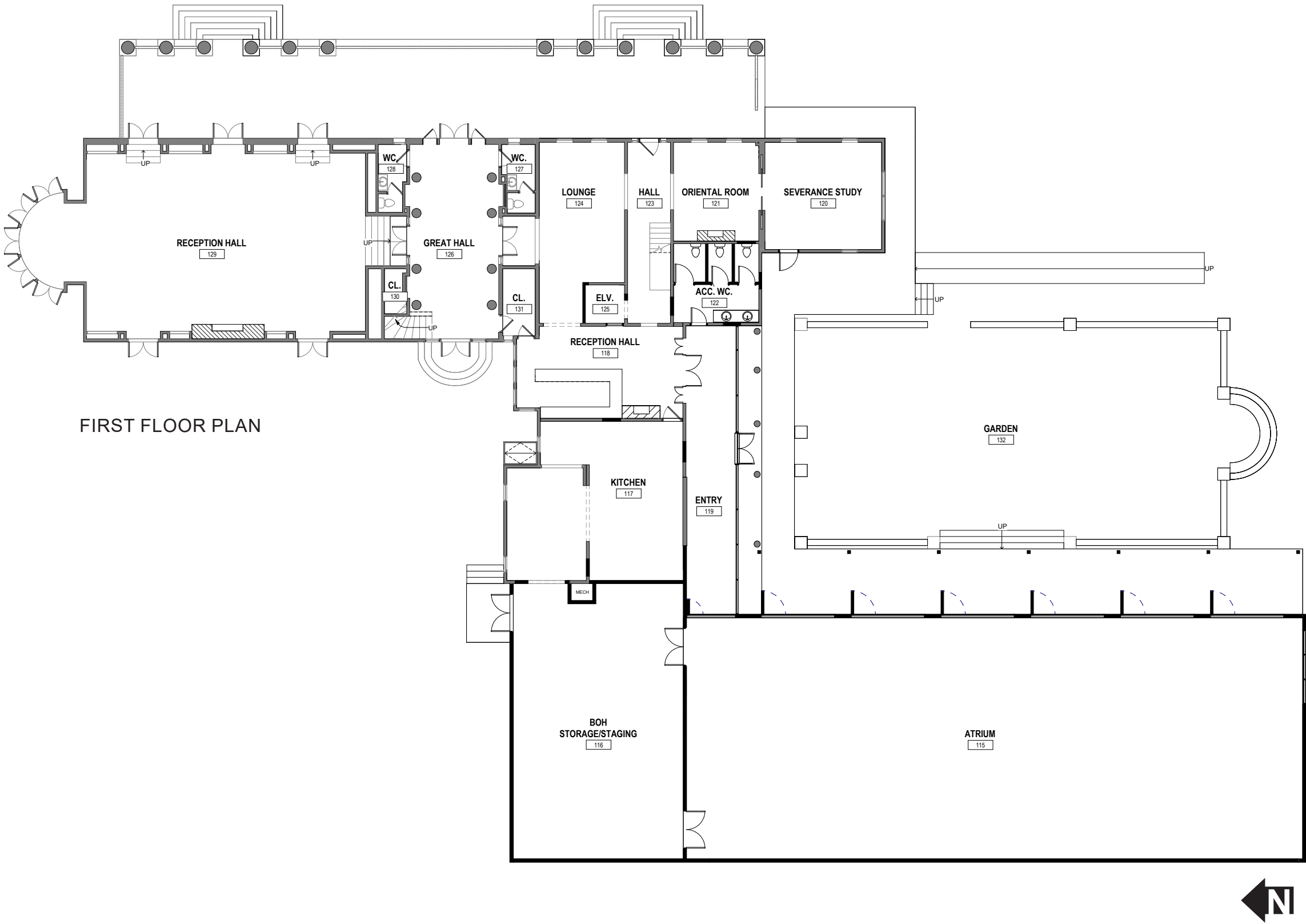
3. ADDITIONS & ALTERATIONS

FIRST FLOOR PLAN:

ACCESSIBLE SITE CIRCULATION, INCLUDING NEW WALKWAYS AND ENTRY ROUTES, WILL ENSURE **BARRIER-FREE ACCESS** FROM PARKING AREAS AND DROP-OFF ZONES TO KEY PROGRAM SPACES THROUGHOUT BOTH FLOORS OF THE HISTORIC BUILDING AND NEW ATRIUM.

CONVERT STORAGE ROOM, PREVIOUSLY USED AS PANTRY, INTO **ADA COMPLIANT BATHROOMS**.

IMPROVE ENTRY SEQUENCE AND CIRCULATION FOR MODERN EVENT USE.



FIRST FLOOR PLAN

3. ADDITIONS & ALTERATIONS

SECOND FLOOR ALTERATIONS:

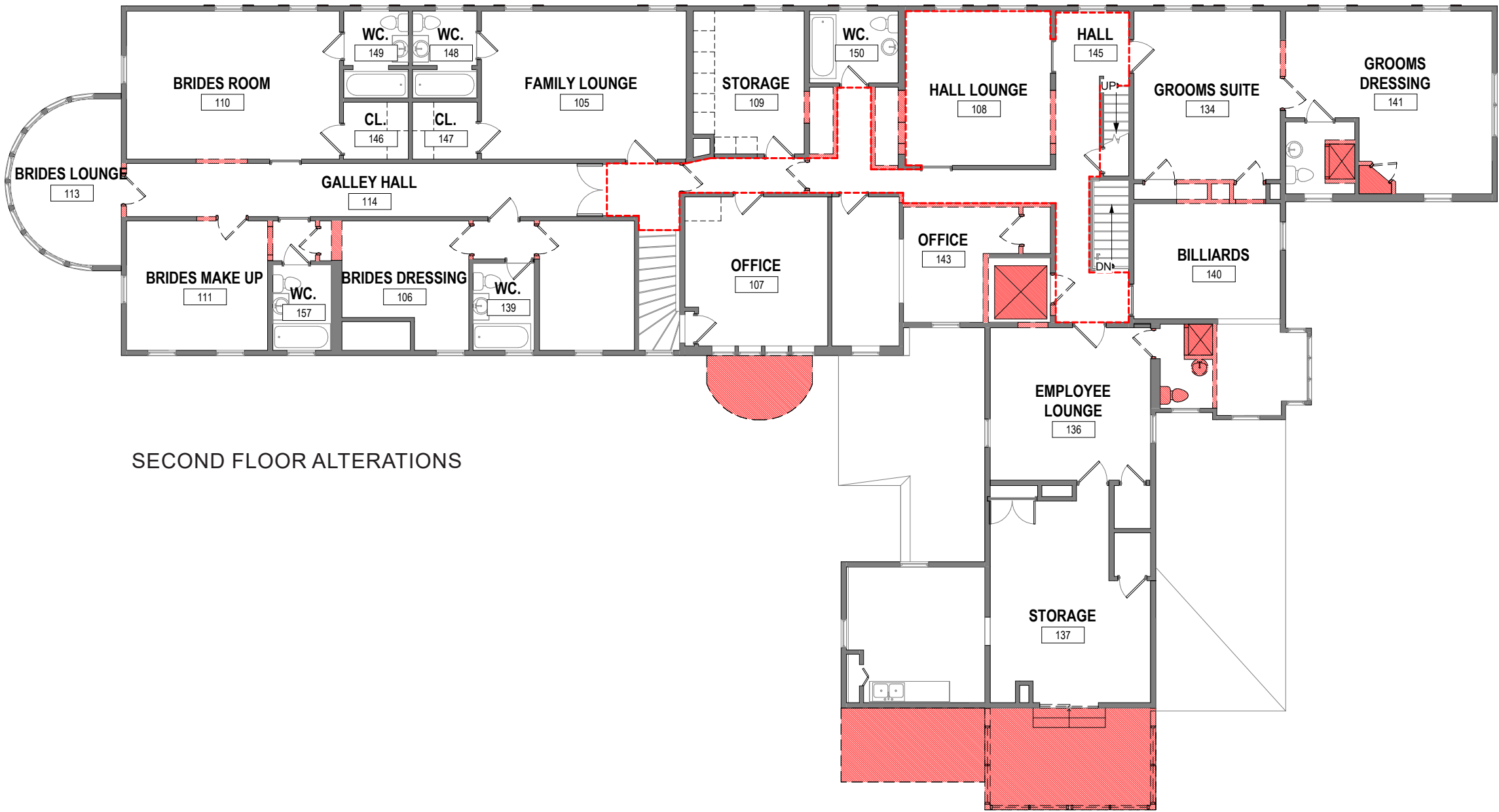
THE EXISTING SECOND FLOOR CORRIDOR IS NOT LINEAR, DUE TO THE CASS GILBERT EXPANSIONS, CREATING PORTIONS THAT **FAIL TO MEET ADA OR CODE REQUIREMENTS FOR WIDTH.**

SELECTIVELY REMOVE PORTIONS OF INTERIOR PARTITIONS, CLOSETS, AND BATHROOMS TO **IMPROVE FUNCTIONALITY AND CIRCULATION.**

PORTION OF INTERIOR CORRIDOR THAT IS **TOO NARROW TO ALLOW FOR ACCESS** WILL BE ALTERED.

NEW CIRCULATION PATH WILL BE CREATED TO **ACCOMMODATE AN ADA COMPLIANT PATH** THROUGHOUT THE BUILDING.

INSTALLATION OF A LULA (LIMITED USE/LIMITED APPLICATION) ELEVATOR **WITHIN THE EXISTING ELEVATOR SHAFT** TO PROVIDE VERTICAL ACCESS BETWEEN THE MAIN PUBLIC FLOORS.



SECOND FLOOR ALTERATIONS



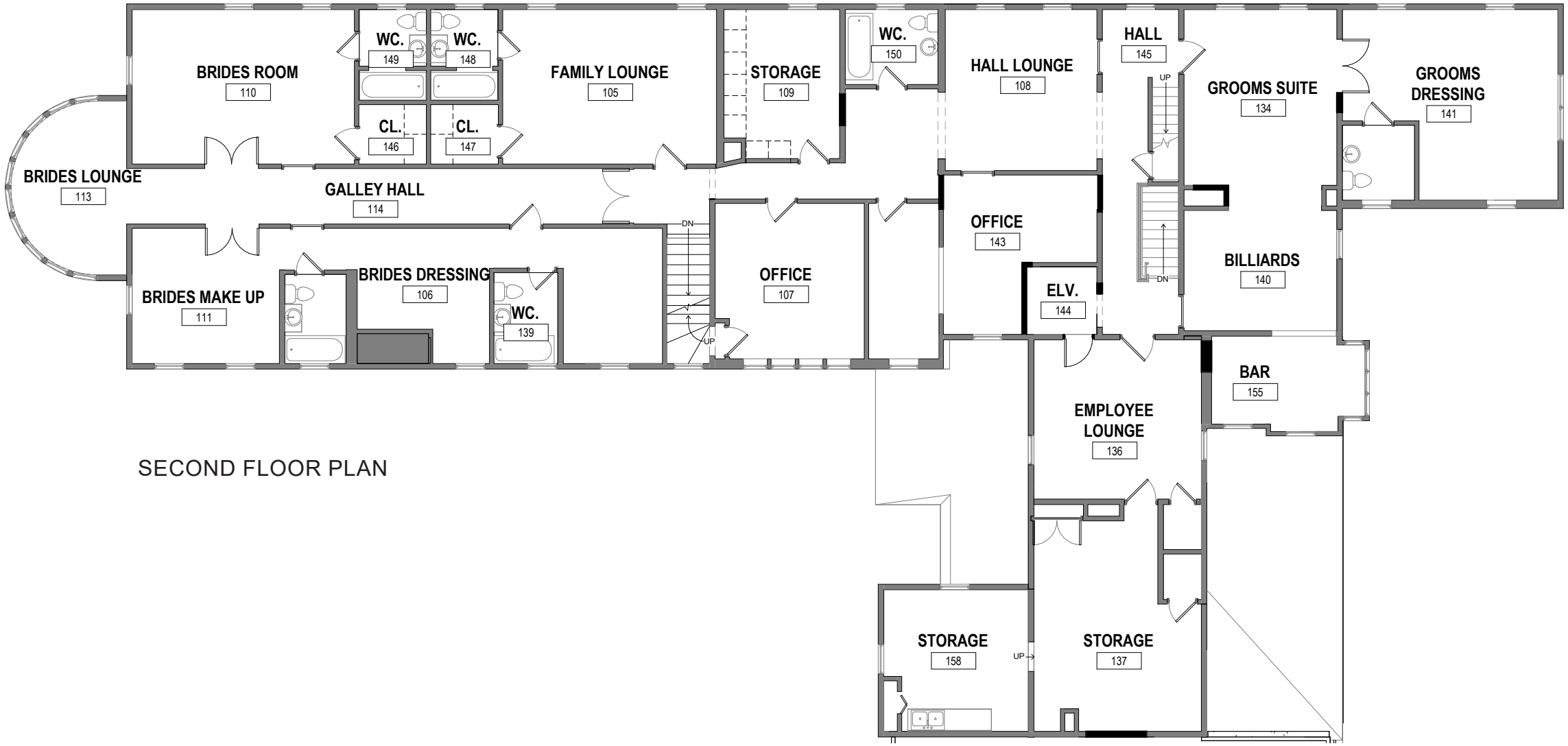
3. ADDITIONS & ALTERATIONS

SECOND FLOOR PLAN:

CONVERT THE SECOND FLOOR INTO TWO HOSPITALITY SUITES FOR BRIDAL AND GROOM PREPARATION, EACH WITH PRIVATE RESTROOMS AND LOUNGE AREAS.

BRIDE’S SUITE: FRENCH AND ART NOUVEAU-INSPIRED DESIGN, REFERENCING 1917 DIGNITARY FURNISHINGS.

GROOM’S SUITE: CLUBHOUSE AESTHETIC WITH AGED LEATHER, RICH FINISHES, AND A CONNECTED BAR LOUNGE.



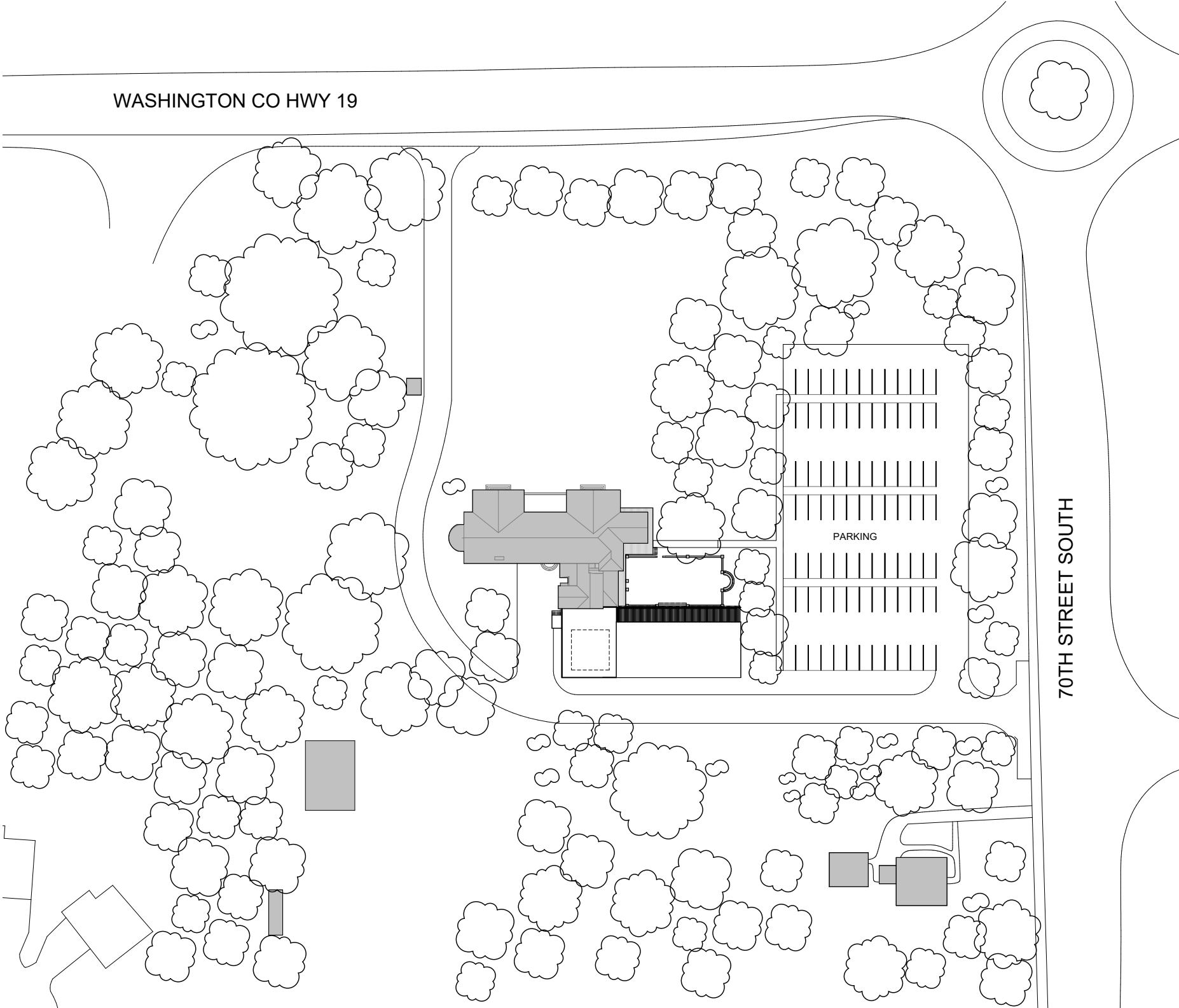
3. ADDITIONS & ALTERATIONS

SITE PLAN:

INSTALL A WEST-SIDE SERVICE DRIVE AND DROP-OFF LOOP NEAR THE NEW KITCHEN ADDITION TO SUPPORT BACK-OF-HOUSE LOGISTICS AND **MAINTAIN THE FORMAL APPROACH FROM THE EAST.**

INSTALL **ADA-COMPLIANT WALKWAYS** TO CONNECT THE EAST AND SOUTH PORCHES TO KEY SITE AREAS. **PATHWAYS WILL BE SENSITIVELY INTEGRATED** INTO THE LANDSCAPE TO AVOID DISRUPTION OF MATURE TREES OR TOPOGRAPHY.

ALL ACCESSIBILITY IMPROVEMENTS HAVE BEEN **DESIGNED TO COMPLY WITH ADA STANDARDS FOR ACCESSIBLE DESIGN** AND ARE CONSISTENT WITH THE SECRETARY OF THE INTERIOR’S STANDARDS FOR REHABILITATION, ENSURING THAT **MODIFICATIONS ARE SENSITIVE AND REVERSIBLE**, AND DO NOT COMPROMISE THE HISTORIC CHARACTER OF THE PROPERTY.



OVERALL SITE PLAN

CEDARHURST MANSION REHABILITATION

PROTECTING THE HISTORIC SITE

JUNE 2025

A CAUTIONARY TALE:

A 2022 DEVELOPMENT PLAN **WIPES OUT** SURROUNDING SITE BUILDINGS THAT ARE IN GOOD REPAIR, **DESTROYS** A MAJORITY OF THE TREES ON THE SITE, **ELIMINATES** THE HISTORIC APPROACH, AND BLANKETS THE SITE WITH **IMPERVIOUS ASPHALT**.

THE REHABILITATION PROPOSED BY **BELLAGALA AND AWH ARCHITECTS** WILL CONVERT CEDARHURST MANSION INTO A YEAR-ROUND LUXURY WEDDING AND EVENT VENUE THAT **WILL PRESERVE THE MANSION’S ARCHITECTURAL INTEGRITY AND THE SITE’S UNIQUE HISTORY AS A COUNTRY RETREAT**, WHILE UPGRADING BUILDING SYSTEMS TO SUPPORT MODERN HOSPITALITY OPERATIONS.



2022 REDEVELOPMENT PROPOSAL

Architectural Character (Historic Overview)

Existing Conditions:

Cedarhurst Mansion, historically known as the Cordenio Severance House, is a nationally significant Neo-Classical estate located in Cottage Grove, Minnesota. The building was expanded in 1917 by architect Cass Gilbert to serve as a dignified country residence for Severance, a prominent attorney with national political ties. The house's east-facing primary elevation features a two-story Doric hexastyle portico with fanlight pediment and symmetrical fenestration. Narrow wood clapboard siding, original to the 1917 addition, remains intact on the north, east, and south façades, while portions of the earlier 19th-century structure are clad in later aluminum siding.

Notable exterior features include:

- Original wood windows with non-historic fixed shutters
- Semicircular bay on the north ballroom façade
- East and south porches, with the eastern porch serving as the primary ceremonial entry and the south porch belonging to the original farmhouse.
- Low-sloped rooflines with original ridge configurations and decorative eaves

The structure is in good overall condition, though deferred maintenance is evident in select areas, including minor wood deterioration and non-historic porch modifications that have introduced drainage issues.

Proposed Work:

The proposed rehabilitation will convert Cedarhurst Mansion into a year-round luxury wedding and event venue, modeled after successful ABPEC LLC properties. The project will preserve the mansion's architectural integrity while upgrading building systems to support modern hospitality operations. The ballroom will remain the primary gathering space, and all rehabilitation work will follow the Secretary of the Interior's Standards for Rehabilitation.

Key interventions include:

- **Preservation of exterior materials:** No alterations are proposed to the existing siding. Any areas of the roof that have cedar shake shingles will be replaced with asphalt

shingles to match the rest of the building.

- **East Porch upgrades:** The existing masonry floor finish on the east porch will be replaced with historically appropriate brick masonry materials and detailed to improve drainage away from the foundation, correcting water issues without altering the historic portico's structure or appearance.
- **South Porch Upgrades:** Non-historic outdoor carpet floor finish will be removed. Intent to refinish existing hardwood floor beneath. A new storefront window system will be added on the interior side of the historic columns to create a climate controlled entry vestibule without compromising the character of the original farmhouse porch.
- **Attic ventilation and insulation:** Loose fill insulation will be added to the attic to improve energy performance. The existing ridge vent, which is currently blocked, will be reopened to ensure proper ventilation. No other modifications to the roof system are proposed.
- **Mechanical upgrades:** New HVAC systems will be integrated into the existing wall cavities to conceal ductwork. Existing radiators will be reused and connected to a high-efficiency boiler system. Interior wall registers will be added only where necessary, with minimal impact to finishes.
- **Accessibility upgrades:** A walking surface and landing will be added to the south side of the building to provide ADA access to both porches and the historic interior spaces. The current elevator does not meet ADA standards and is nonfunctional. A new Limited Use/Limited Application (LULA) elevator will be installed to provide ADA-compliant access to both floors. The depth of the existing elevator shaft will be slightly altered to meet the requirements for a modern elevator while minimizing disturbance to historic fabric and finishes.

Exterior – Roof

Existing Conditions:

The roof features low-pitched forms consistent with Cass Gilbert's 1917 design, including original ridge lines, deep eaves with decorative detailing, and a mix of roofing materials. Roofing consists of asphalt shingles (primarily), cedar shake shingles (original farmhouse), and intermittent repair patches.

- Several areas above the original farmhouse show deterioration, particularly at the original farmhouse eaves.
- Non-historic gutters remain intact and functional.
- Historic brick chimneys remain but show signs of weathering and masonry damage.
- The attic's ridge vent is currently blocked, limiting ventilation.

Proposed Work:

- Preserve overall roof configuration, including original ridge lines, eaves, and decorative detailing.
- Replace all cedar shake shingles with new asphalt shingles to improve durability and fire resistance.
- Repair deteriorated eaves on the original farmhouse using in-kind wood components.
- Repoint and repair historic brick chimneys as needed, preserving their form and materials.
- Remove a portion of roof above the nonhistoric second-floor porch on west side of the building.
- Restore blocked ridge vent to improve attic ventilation.
- Limit roof repairs to localized in-kind replacement of damaged asphalt shingles.
- No new penetrations or alterations to historic rooflines are proposed.

Exterior - Walls

Existing Conditions:

Cedarhurst Mansion features a mix of historic and non-historic exterior wall materials that reflect its layered construction history. The 1917 Neoclassical expansion by Cass Gilbert is clad in original narrow wood clapboard siding, which remains intact on the north, east, and south façades. This siding is a character-defining element of the estate's historic appearance.

- The clapboard is generally sound but exhibits paint loss, surface weathering, and minor wood deterioration in some areas.
- Decorative trim, including corner boards, eaves, and architectural moldings, remain in place but show signs of wear and deferred maintenance.
- The west elevation, part of the earlier farmhouse, includes non-historic metal siding likely added in the mid-20th century.
- A non-historic enclosed balcony on the west elevation interrupts the original massing and materials.

Proposed Work:

- All historic wood siding will be retained, repaired, and repainted as needed. Where needed, surfaces will be sanded and prepped using non-abrasive methods to protect the underlying material.
- Where needed, minor repairs will be made to architectural trim, eaves, and corner boards, using in-kind materials and profiles.
- The non-historic metal siding on the west façade will be retained and repainted, where appropriate, to maintain weather protection and visual consistency in non-contributing areas.

- The non-historic enclosed balcony on the west elevation will be removed, and the area will become the connection point for a new addition designed to support venue operations.
- No new penetrations or alterations are proposed to the primary historic façade (east elevation) or original cladding.

All exterior work will comply with the Secretary of the Interior's Standards for Rehabilitation, emphasizing material conservation, minimal intervention, and compatibility with historic fabric.

Windows

Existing Conditions:

Cedarhurst Mansion retains a significant number of its original wood windows, primarily double-hung sash units dating to the 1917 Cass Gilbert Neoclassical expansion. These windows are a defining feature of the building's design, particularly on the north, east, and south façades. Many remain protected by original wood storm windows, which have helped preserve glazing, joinery, and profiles.

Window conditions range from fair to deteriorated, with issues such as:

- Peeling or failed paint
- Cracked glazing and missing putty
- Minor wood rot at sills or rails
- Inoperable sashes due to paint buildup or hardware failure

In a limited number of locations, original windows have been replaced with non-historic aluminum-framed units. These are easily distinguishable but located on less prominent façades. While not historically appropriate, they do not compromise the primary character-defining elevations.

Proposed Work:

All remaining historic wood windows will be retained and restored. No full replacements are proposed. Work will be completed by a qualified restoration contractor and will include:

- Paint removal and evaluation of existing sash and frame condition

- In-kind repair or replacement of deteriorated components, matched for profile
- Re-glazing and re-puttying where needed
- Weatherstripping and operability upgrades, including repairs to cords, pulleys, and hardware where needed
- Repainting using historically appropriate colors (white)

Original wood storm windows will be retained where present. Where missing, compatible wood storm windows will be fabricated to match the original profile and detail. No new aluminum or vinyl storm windows are proposed.

Non-historic aluminum windows will be repaired and repainted to match the color and appearance of the historic wood windows. While these windows are not being replaced, the visual consistency will be improved to reduce their contrast with the surrounding historic fabric.

Doors

Existing Conditions:

Cedarhurst Mansion retains several historic exterior doors, including formal paneled wood entry doors and multi-pane French doors, many of which date to the early 20th-century Neoclassical expansion by Cass Gilbert. These doors contribute significantly to the building's architectural rhythm and symmetry, particularly on the south and east façades.

The primary east-facing entrance is framed by a two-story Doric portico and features a prominent paneled wood door with sidelights and a fanlight above. Historic french doors are present on each facade of the building. These glazed wood doors reflect early 20th-century detailing and are consistent with the surrounding window profiles. Historic hardware, including hinges and surface-mounted latch systems, remain in place in many locations. Some doors exhibit weathering, failing paint, and minor deterioration at the sill or lower rails. Several existing door thresholds are too tall or uneven to meet modern ADA accessibility requirements. The current elevator is non-operational and not ADA-compliant.

Proposed Work:

All historic exterior doors will be retained and restored. Restoration will be conducted by qualified craftspeople using in-kind materials and reversible methods.

Scope of work includes:

- Paint removal and repair of deteriorated wood components
- In-kind replacement of rails, stiles, or panels where needed
- Hardware refurbishment or in-kind replacement using compatible historic hardware
- Re-glazing of glass lights in French doors where cracked or missing, using matching restoration glass
- Repainting with historically appropriate colors

French Door Reconfiguration for ADA Access:

To accommodate universal access while preserving the historic design intent:

- Two pairs of historic French doors on the south porch will be repositioned within the same wall plane to make room for the installation of a new ADA-compliant pair of glass-paneled doors.
- The repositioned historic French doors will remain on the same façade to avoid loss of historic fabric.

Threshold Modifications:

To meet ADA standards:

- Low-profile metal thresholds will be added to select exterior doors.
- These thresholds will be custom-fit, minimally visible, and fully reversible to avoid permanent alteration to historic sills or framing.

Site and Landscape

Existing Conditions:

The grounds of Cedarhurst Mansion include expansive lawns, mature trees, a deteriorated rose garden, informal gravel drives, and landscaped areas surrounding the historic east porch. The east lawn historically served as the estate's formal arrival and gathering space, consistent with its role as a prominent country residence.

- Vehicular access and ADA accessibility are currently limited, with no designated accessible paths to primary entrances.
- Circulation relies on informal pathways and compacted turf, which do not meet contemporary accessibility or event use standards.
- The rose garden has lost its original landscape integrity, and its masonry walls show signs of deterioration. The historic trellis above the walls is no longer present.
- Several non-contributing outbuildings—namely a barn, chicken coop, and upholstery shop—remain on site but do not retain historic integrity. Due to years of deferred maintenance, they have all deteriorated to a state where repair is not feasible.

Proposed Work:

To accommodate the building's adaptive reuse as a year-round event venue, the site will be rehabilitated to support accessibility, circulation, and functionality while preserving historic character and key landscape features.

- Construct a new parking lot (75-100 parking stalls) in a discreet area of the property, screened with plantings and topography to minimize visibility from primary historic viewsheds.
- Install a west-side service drive and drop-off loop near the new kitchen addition to support back-of-house logistics and maintain the formal approach from the east.
- Install ADA-compliant walkways to connect the east and south porches to key site areas. Pathways will be sensitively integrated into the landscape to avoid disruption of mature trees or topography.
- Rehabilitate the rose garden to reflect its historic layout and ceremonial use. Work includes:
 - Repairing and repointing the historic masonry walls and balustrade.
 - Remove portion of masonry boundary along east edge to accommodate ADA access.
 - Intent to preserve overall masonry boundary, which remains deteriorated yet intact despite the loss of the upper lattice.

- Improving subsurface drainage and replanting with hardy, low-maintenance species.
 - Designing for long-term use, including event photography and small gatherings.
 - The historic lattice/trellis structure will not be reconstructed at this time but may be considered in the future.
 - Remove non-contributing structures located on the west portion of property (barn, chicken coop, upholstery shop) to improve site flow and open views to the main house. The Gilbert-era shed and horse barn will be retained.
-

East Porch Rehabilitation

Existing Conditions:

The east porch is the primary ceremonial entrance to Cedarhurst Mansion and a defining element of the 1917 Neoclassical expansion by Cass Gilbert. It features a two-story Doric portico, originally paired with a brick and concrete masonry floor and a classically detailed balustrade composed of turned masonry balusters and a continuous rail.

- The floor surface was altered in the mid-20th century using non-historic materials in an unsuccessful attempt to address drainage. The current surface directs water toward the building, causing moisture-related deterioration near the foundation.
- The original masonry balustrade remains largely intact, though some joints and surfaces show signs of weathering and deferred maintenance.
- The porch currently lacks accessible access, and the adjacent landscape does not provide an ADA-compliant path to the main entry.

Proposed Work:

The east porch will be rehabilitated to restore historic features, address drainage concerns, and introduce discreet accessibility improvements.

- The non-historic porch surface will be removed and replaced with masonry flooring, sloped to drain water away from the building. The new surface will match the original

pattern as seen in historic photographs.

- The original masonry balustrade will be retained, cleaned, and repaired, including repointing mortar joints and stabilizing balusters as needed.
- To allow for ADA access to the primary entrance, a small section of the balustrade will be removed at the southwest corner of the porch, adjacent to the exterior wall. This location was selected to be minimally visible from the primary (east) lawn and will allow for connection to a new ADA-compliant ramp.
- The removed balustrade section will be carefully documented and stored, and the intervention will be fully reversible.
- No changes will be made to the overall footprint, column configuration, or height of the porch.

All proposed work will be conducted in accordance with the Secretary of the Interior's Standards for Rehabilitation, with an emphasis on preserving significant features, ensuring long-term performance, and introducing accessibility in a historically sensitive manner.

New Addition (Atrium + Kitchen Staging Area)

Existing Conditions:

No addition currently exists in this area. The west side of the original farmhouse (not part of the 1917 Neoclassical expansion) provides a suitable location for a new addition. This area is visually secondary and offers space for back-of-house operations and guest support functions without impacting key historic façades or viewsheds, including the prominent east approach.

Proposed Work:

A new one-story addition will be constructed on the west elevation of the mansion to house two programmatic elements: an atrium lounge and a kitchen staging area. The atrium will serve as a garden-style indoor/outdoor gathering space, designed with a shed roof and exposed wood trusses to create a transparent, light-filled environment that blends modern hospitality with the mansion's formal garden setting. The kitchen wing will support catering and event logistics, discreetly located and fully concealed from guest views.

The addition will be clearly differentiated from the historic structure in both massing and materiality while remaining compatible in scale, proportion, and detail. Materials will be high quality and intentionally contemporary, with thoughtful transitions to the existing building. The addition will connect at the west facade, adjacent to the location of the existing nonhistoric kitchen and enclosed balcony, which will be removed as part of the rehabilitation.

This work complies with the Secretary of the Interior's Standards for Rehabilitation, particularly those addressing new additions, and has been designed to ensure the new construction is reversible and respectful of the mansion's historic character.

7. Interior Plan – Main Floor Renovation

Existing Conditions:

The main floor retains its original ballroom and some room divisions, but alterations over time (e.g., non-historic partitions) have disrupted flow and service efficiency.

Proposed Work:

- Convert storage room, previously used as pantry, into ADA compliant bathrooms.
- Restore historic room connections, including original pass-through in the reception hall.
- Preserve ballroom layout and historic finishes throughout the building where intact.
- Improve entry sequence and circulation for modern event use.

8. Second Floor Plan – Bridal and Groom's Suites

Existing Conditions:

The second floor is a double loaded corridor with residential-style bedrooms and common areas. Some historic finishes are intact - hardwood floors, tile floors in bathrooms, plaster walls, and plaster ceilings. Non-historic finishes are present throughout the second floor. Non-historic finishes include carpet, wall paper, lighting fixtures, and window treatments. The existing interior corridor is not linear, due to the Cass Gilbert expansions, creating portions that fail to meet ADA or code requirements for width.

Proposed Work:

- Portion of interior corridor that is too narrow to allow for access will be altered. New circulation path will be created to accommodate an ADA compliant path throughout the building.
 - Convert the second floor into two hospitality suites for bridal and groom preparation, each with private restrooms and lounge areas.
 - **Bride's Suite:** French and Art Nouveau-inspired design, referencing 1917 dignitary furnishings.
 - **Groom's Suite:** Clubhouse aesthetic with aged leather, rich finishes, and a connected bar lounge.
-

Accessibility Improvements

Existing Conditions:

Cedarhurst Mansion is not currently compliant with ADA accessibility standards. The building lacks accessible entrances and internal vertical circulation, and the existing restrooms and site pathways do not accommodate guests with mobility needs. The historic elevator is non-functional and does not meet code requirements. Entrances are elevated above grade and feature original thresholds that present accessibility barriers.

Proposed Work:

The rehabilitation will introduce accessibility upgrades designed to minimize impact on historic features while providing equitable access for all guests. Interventions will include:

- Installation of a LULA (Limited Use/Limited Application) elevator within the existing elevator shaft to provide vertical access between the main public floors.
- Exterior access improvements, including a new ADA-compliant ramp and landing at the south side of the building. A small section of the original porch balustrade will be carefully removed to accommodate ADA access to the front porch (primary elevation); however, it is located away from the primary approach and will not be visible from the front lawn. The intervention will be reversible and will preserve the porch's architectural integrity.
- Threshold modifications at select exterior doors using low-profile metal transitions, designed to meet ADA standards while maintaining the historic appearance of

entryways. All thresholds will be custom-fit and reversible.

- The existing pantry on the first level, adjacent to the porch on the south elevation, will be converted into ADA accessible bathrooms.
- Accessible site circulation, including new walkways and entry routes, will ensure barrier-free access from parking areas and drop-off zones to key program spaces throughout both floors of the historic building and new atrium.

All accessibility improvements have been designed to comply with ADA Standards for Accessible Design and are consistent with the Secretary of the Interior's Standards for Rehabilitation, ensuring that modifications are sensitive, reversible, and do not compromise the historic character of the property.

Interior – Basement

Existing Conditions:

The basement of Cedarhurst Mansion is primarily unfinished and currently used for mechanical systems and limited storage. The existing boiler is outdated, and while the foundation is generally stable, some localized repairs may be required. There are minimal signs of water intrusion at this time. Access to the basement is provided via a non-historic exterior entrance on the west side of the building.

Proposed Work:

- Replace the existing boiler with a high-efficiency unit as part of the HVAC system upgrade.
- Connect new sanitary sewer and water service lines to support building-wide infrastructure improvements.
- Clean and clear basement spaces of existing debris and non-essential materials.
- Perform localized foundation repairs as needed to address any structural deficiencies.

- Retain basement use primarily for mechanical distribution, utility access, and general storage.
 - Replace the non-historic exterior basement doors with secure and safe new doors, designed to be visually discreet and compatible with the overall architectural character.
-

Interior – Level 1

Existing Conditions:

The main floor of Cedarhurst Mansion retains key historic features, including the central ballroom and several original room divisions. However, a number of non-historic alterations—such as partitions, carpeting, wallpaper, light fixtures, and service modifications—have diminished the clarity and usability of the original layout. The existing elevator is nonfunctional and does not meet current ADA requirements, though it contains historic elements of note.

Proposed Work:

The main floor will be reconfigured and restored to support hospitality use while honoring the mansion’s architectural character. Proposed interventions include:

- **Selective Demolition & Circulation Improvements:**
 - Remove non-historic partitions per Demo Plan D1.1 to restore original room dimensions and improve spatial flow.
 - Reopen the original pass-through between the future bar and dining room (pending final field confirmation).
 - Improve interior circulation and guest experience for formal entry and event transitions.
- **Historic Room Restoration & Feature Preservation:**
 - Preserve ballroom layout and original finishes, including plasterwork, trim, and ceiling details.

- Remove non-historic carpeting and refinish underlying wood flooring where present and salvageable.
 - Strip non-historic wallpaper and repaint walls using historically sympathetic finishes.
 - Remove and replace non-original light fixtures with more appropriate or concealed options that support hospitality use.
 - **Service Area Upgrades:**
 - Remodel the non-historic kitchen for catering functions while minimizing impact to adjacent historic finishes.
 - Convert the existing pantry into ADA-compliant restrooms using a minimally invasive approach.
 - **Elevator Transition:**
 - Carefully remove historic interior components of the existing elevator cab.
 - Reuse and reinstall these elements within the new LULA elevator cab to preserve character and maintain continuity.
 - New elevator shaft will be slightly expanded to accommodate modern elevator while limiting impacts to historic fabric and finishes.
-

Interior – Level 2

Existing Conditions:

The second floor contains a mix of historic and non-historic elements. Original hardwood flooring remains in many rooms, with some areas covered in non-historic carpet or painted. Walls and ceilings are primarily plaster—some painted, others covered in non-historic wallpaper. Bathrooms feature a combination of tile finishes, historic and nonhistoric bathroom

fixtures. The main stair includes what appear to be original wood handrails and balusters. Circulation has been altered over time by non-historic partitions, closets, and a small enclosed porch at the north façade.

Proposed Work:

- Selectively remove portions of interior partitions, closets, and bathrooms to enhance functionality and circulation.
- Remove non-historic carpet and wallpaper throughout.
- Refinish and repaint existing plaster walls and ceilings.
- Refinish original hardwood floors.
- Remove and upgrade all non-historic lighting fixtures and replace them with fixtures compatible with the mansion's historic era.
- Preserve and refinish original stair handrails and balusters as needed.
- Remove the enclosed second-floor porch at the north façade.
- Reconfigure circulation and door openings to meet accessibility standards while preserving historic casing and trim wherever possible.
- Slightly expand the existing elevator shaft to accommodate a new ADA-compliant LULA elevator. Salvaged decorative elements from the historic elevator cab will be reinstalled in the new lift to preserve continuity of character.

Interior – Attic

Existing Conditions:

The attic is unfinished and primarily used for storage. The space is currently under-ventilated due to a blocked ridge vent. There are no known historic finishes or features within this level, and access is limited to staff and maintenance personnel.

Proposed Work:

- Retain the attic as a service and mechanical area; no public access is proposed.
 - Add loose-fill insulation to improve building energy performance.
 - Reopen the existing ridge vent to restore proper ventilation and reduce heat buildup.
 - No framing alterations or new floor construction is proposed.
 - Minor repairs will be performed as needed to maintain structural and thermal performance.
-

MEP Scope**Existing Conditions:**

The building's existing MEP systems are outdated and insufficient for contemporary use as a public event venue.

- The original steam heating system remains in place but is no longer fully functional.
- Electrical systems are outdated, with limited service capacity.
- Plumbing is aging, with fixtures in varying states of condition.
- There is no central cooling system or mechanical ventilation.

Proposed Work:

To support year-round operations and meet modern code requirements, new high-efficiency MEP systems will be installed while minimizing impact to historic fabric:

- **Mechanical (HVAC):**

- Install new high-efficiency boiler system; retain and reuse select historic radiators where feasible.
- Introduce new ducted air handling units and ventilation systems, carefully routed to avoid visible impact in historic spaces.
- Add air conditioning to support guest comfort, with air distribution concealed within existing chases, basement, and attic spaces.

- **Electrical:**

- Replace outdated electrical panels and wiring to meet current capacity and safety codes.
- Upgrade lighting systems; non-historic fixtures will be removed and replaced with historically appropriate or discreet modern alternatives.
- Install new power, data, and AV infrastructure to support event functions.

- **Plumbing:**

- Install new water and sewer service connections.
- Replace aging supply and drain lines as needed.
- The majority of the existing restroom facilities will be restored. New bathrooms will accommodate ADA-compliant fixtures.
- Add plumbing infrastructure to support catering kitchen in the existing kitchen and new addition.

- **Fire Suppression (Sprinklers):**

- A new building-wide sprinkler system will be installed to meet current fire and life safety code requirements.

- The system will be designed to minimize visual impact in historic spaces and will be concealed within ceilings, wall cavities, or secondary spaces wherever possible.

All MEP work will be designed and installed to preserve historic finishes and character-defining features. Systems will be accessible for future maintenance and upgrades without requiring significant demolition or alteration to historic spaces.

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SURVEY MONUMENTS - FOUND

- FOUND CAST IRON MONUMENT
- FOUND CONTROL POINT
- FOUND IRON PIPE
- FOUND JUDICIAL LAND MONUMENT
- FOUND LATH

SURVEY MONUMENTS - STAKED

- BENCHMARK
- STAKED CAST IRON MONUMENT
- STAKED CONTROL POINT
- STAKED IRON PIPE
- STAKED JUDICIAL LAND MONUMENT

PROPERTY LINEWORK

- SECTION LINE
- QUARTER (1/4) SECTION LINE
- QUARTER QUARTER (1/4-1/4) SECTION LINE
- RIGHT-OF-WAY LINE
- EASEMENT LINE
- DESCRIPTION LINE(S)
- DEEDED LOT LINE(S)
- PLATTED LOT LINE(S)
- PLATTED BLOCK LINE(S)
- SUBJECT TRACT(S) BOUNDARY
- SUBJECT TRACT(S) SUBDIVISION LINE(S)
- SUBJECT TRACT SETBACK LINE(S)

TOPOGRAPHIC INFORMATION - EXISTING

- 1230 MAJOR CONTOURS (WITH LABEL)
- 1234 MINOR CONTOURS (WITH LABEL)
- + 1234.56 SPOT ELEVATION

TOPOGRAPHIC INFORMATION - PROPOSED

- 1230 MAJOR CONTOURS (WITH LABEL)
- 1234 MINOR CONTOURS (WITH LABEL)
- + 1234.56 SPOT ELEVATION
- 1.23% SLOPE - PERCENT
- 1:2 SLOPE - RISE : RUN
- TBC 1234.56
FLW: 1234.06 SPOT ELEVATIONS @ CURB
(TBC: TOP BACK CURB / FLW: CURB FLOWLINE)
- + 123 -321 SPOT ELEVATIONS, CUT/FILL
(GREEN: FILL DEPTH / RED: CUT DEPTH)

VEGETATION SYMBOLS - EXISTING

- SHRUB
- STUMP
- TREE - CONIFER
- TREE - DECIDUOUS
- WETLAND

VEGETATION LINEWORK - EXISTING

- EDGE OF WOODS
- EDGE OF WETLANDS

VEGETATION SYMBOLS - PROPOSED

- SHRUB
- TREE - CONIFER
- TREE - DECIDUOUS

VEGETATION LINEWORK - PROPOSED

- EDGE OF WOODS

ROADWAY/PAVEMENT LINEWORK - EXISTING

- BITUMINOUS PAVEMENT
- CONCRETE PAVEMENT
- CURB & GUTTER
- GRAVEL PAVEMENT
- ROADWAY/DRIVE/TRAIL CENTERLINE

ROADWAY/PAVEMENT LINEWORK - PROPOSED

- BITUMINOUS PAVEMENT
- CONCRETE PAVEMENT
- CURB & GUTTER
- GRAVEL PAVEMENT
- ROADWAY/DRIVE/TRAIL CENTERLINE

SITE SYMBOLS - EXISTING

- FENCE POST
- FLAG POLE
- GUARD POST (BOLLARD)
- GUY POLE
- GUY WIRE ANCHOR
- ACCESSIBLE PARKING MARKING
- MAILBOX
- SIGN - DOUBLE POST
- SIGN - SINGLE
- SIGN - FIRE #

SITE LINEWORK - EXISTING

- BUILDING
- FENCE - BARB WIRE
- FENCE - CHAINLINK
- FENCE - WOOD
- RAILROAD
- RETAINING WALL

SITE SYMBOLS - PROPOSED

- FENCE POST
- FLAG POLE
- GUARD POST (BOLLARD)
- GUY POLE
- GUY WIRE ANCHOR
- MAILBOX
- SIGN - DOUBLE POST
- SIGN - FIRE #
- SIGN - SINGLE

SITE LINEWORK - PROPOSED

- BUILDING
- FENCE - BARB WIRE
- FENCE - CHAINLINK
- FENCE - WOOD
- RETAINING WALL

COMMUNICATION/TELECOM UTILITY SYMBOLS - EXISTING

- TELECOM HANDHOLE
- TELECOM MANHOLE
- TELECOM PEDESTAL
- TELECOM POLE
- TV HANDHOLE
- TV PEDESTAL
- SATELLITE DISH

COMMUNICATION/TELECOM UTILITY LINEWORK - EXISTING

- FOC UNDERGROUND FIBER OPTIC CABLE
- OHT OVERHEAD TELEPHONE CABLE
- UGT UNDERGROUND TELEPHONE CABLE
- OHC OVERHEAD TV CABLE
- UGC UNDERGROUND TV CABLE

COMMUNICATION/TELECOM UTILITY SYMBOLS - PROPOSED

- TELECOM HANDHOLE
- TELECOM MANHOLE
- TELECOM PEDESTAL
- TELECOM POLE
- TV HANDHOLE
- TV PEDESTAL
- SATELLITE DISH

COMMUNICATION/TELECOM UTILITY LINEWORK - PROPOSED

- FOC UNDERGROUND FIBER OPTIC CABLE
- UGT UNDERGROUND TELEPHONE CABLE
- OHC OVERHEAD TV CABLE
- UGC UNDERGROUND TV CABLE

ELECTRICAL UTILITY SYMBOLS - EXISTING

- AC UNIT
- GENERATOR
- GROUND LIGHT (FLOODLIGHT)
- HANDHOLE
- LIGHT POLE
- MANHOLE
- ELECTRICAL METER
- PEDESTAL
- ELECTRIC POLE
- TRAFFIC SIGNAL
- TRANSFORMER
- YARD LIGHT

ELECTRICAL UTILITY LINEWORK - EXISTING

- OHE OVERHEAD ELECTRIC WIRE
- UGE UNDERGROUND ELECTRIC WIRE

ELECTRICAL UTILITY SYMBOLS - PROPOSED

- AC UNIT
- GENERATOR
- GROUND LIGHT (FLOODLIGHT)
- HANDHOLE
- LIGHT POLE
- MANHOLE
- ELECTRICAL METER
- PEDESTAL
- ELECTRIC POLE
- TRAFFIC SIGNAL
- TRANSFORMER
- YARD LIGHT

ELECTRICAL UTILITY LINEWORK - PROPOSED

- OHE OVERHEAD ELECTRIC WIRE
- UGE UNDERGROUND ELECTRIC WIRE

NATURAL GAS UTILITY SYMBOLS - EXISTING

- NATURAL GAS METER
- NATURAL GAS VALVE
- LIQUID PROPANE (LP) TANK

NATURAL GAS UTILITY LINEWORK - EXISTING

- GAS NATURAL GAS MAIN PIPE

NATURAL GAS UTILITY SYMBOLS - PROPOSED

- NATURAL GAS METER
- NATURAL GAS VALVE
- LIQUID PROPANE (LP) TANK

NATURAL GAS UTILITY LINEWORK - PROPOSED

- GAS NATURAL GAS MAIN PIPE

SANITARY SEWER SYMBOLS - EXISTING

- AIR RELEASE MANHOLE
- CLEANOUT
- LIFT STATION WET WELL
- LIFT STATION VALVE VAULT
- MANHOLE
- VALVE (FORCEMAIN)

SANITARY SEWER LINEWORK - EXISTING

- FM FORCE MAIN PIPE
- GRAVITY MAIN PIPE
- SS SERVICE PIPE

SANITARY SEWER SYMBOLS - PROPOSED

- AIR RELEASE MANHOLE
- CLEANOUT
- LIFT STATION WET WELL
- LIFT STATION VALVE VAULT
- MANHOLE
- VALVE (FORCEMAIN)

SANITARY SEWER LINEWORK - PROPOSED

- FM FORCE MAIN PIPE
- GRAVITY MAIN PIPE
- SS SERVICE PIPE

STORM SEWER SYMBOLS - EXISTING

- CATCH BASIN
- CLEANOUT
- CULVERT APRON
- INLET STRUCTURE
- MANHOLE

STORM SEWER LINEWORK - EXISTING

- GRAVITY MAIN PIPE
- SUBDRAIN (DRAINTILE)

STORM SEWER SYMBOLS - PROPOSED

- CATCH BASIN
- CLEANOUT
- INLET STRUCTURE
- MANHOLE

STORM SEWER LINEWORK - PROPOSED

- GRAVITY MAIN PIPE
- SUBDRAIN (DRAINTILE)

WATER SYMBOLS - EXISTING

- CURB STOP
- HANDHOLE
- HYDRANT
- YARD HYDRANT
- MANHOLE
- WATER METER
- WATER MAIN VALVE
- WATER WELL

WATER LINEWORK - EXISTING

- WATER MAIN PIPE
- WATER SERVICE PIPE

WATER SYMBOLS - PROPOSED

- CURB STOP
- HANDHOLE
- HYDRANT
- YARD HYDRANT
- MANHOLE
- WATER METER
- WATER MAIN VALVE
- WATER WELL

WATER LINEWORK - PROPOSED

- WATER MAIN PIPE
- WATER SERVICE PIPE

Note: this detail shows an off line system. To show an on line system, this detail should be modified to include an overflow structure, set at the maximum ponding elevation.



Biofiltration with Underdrain at Bottom

Not To Scale



INLET ELEVATION & SIZE TABLE		
ITEM	SIZE OR ELEVATION	DESCRIPTION
A	830.00	INLET PIPE INVERT ELEVATION
B	829.25	OUTLET PIPE INVERT ELEVATION
C	833.00	OVERFLOW STRUCTURE ELEVATION LOWER
D	833.50	OVERFLOW STRUCTURE ELEVATION UPPER
E	832.50	WEIR TOP ELEVATION
F	831.50	OVERFLOW BOTTOM ELEVATION
X	12	INLET PIPE DIAMETER
Y	12	OUTLET PIPE DIAMETER
Z	6	ORIFICE DIAMETER

POND OUTLET CONTROL STRUCTURE W/ WEIR DETAIL

SCALE: NONE



POND OVERFLOW STRUCTURE DETAIL

SCALE: NONE



DEMOLITION & REMOVAL LEGEND

- REMOVE ITEM (CALLOUT FOR ITEM TYPE)
- CLEARING AND GRUBBING (ACRE)
- REMOVE GRAVEL PAVEMENT (SY)
- REMOVE CONCRETE PAVEMENT (SY)
- REMOVE BITUMINOUS PAVEMENT (SY)

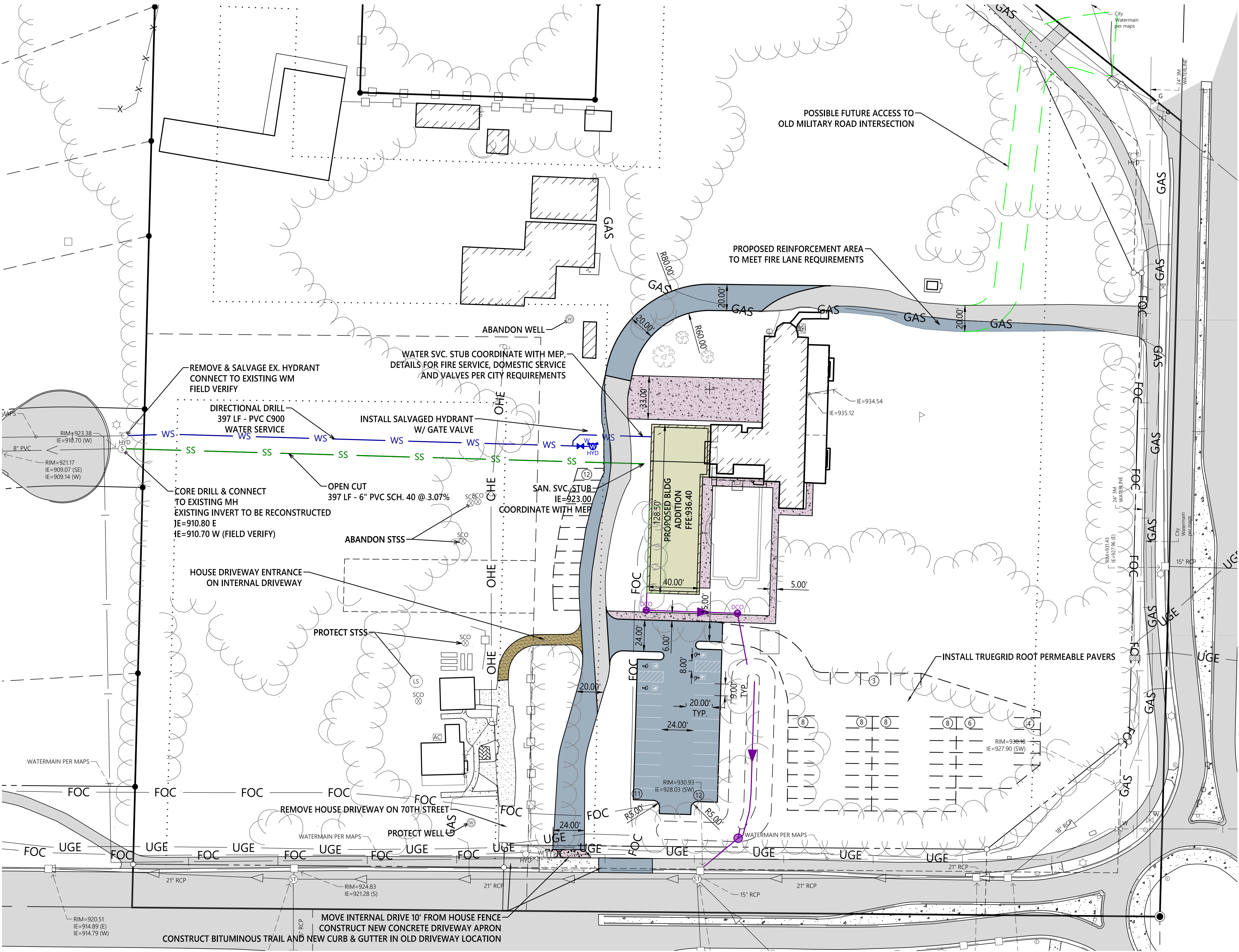
GENERAL DEMOLITION & REMOVAL PLAN NOTES

- THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA".
- PRIVATE UTILITY LOCATES ARE TO BE COORDINATED WITH THE ENGINEER. THE PRIVATE LOCATES WILL BE DONE BY GOPHER STATE ONE CALL. ALL EROSION CONTROL MEASURES AS SHOWN ON THE EROSION CONTROL PLAN ARE TO BE IN PLACE PRIOR TO BEGINNING REMOVALS.
- CONTRACTOR SHALL PROTECT ALL EXISTING STRUCTURES, CONCRETE PAVEMENT, BITUMINOUS PAVEMENT, BUILDINGS, LIGHT POLES & BASES, ETC. NOT NOTED FOR DEMOLITION & REMOVAL DURING REMOVALS. ANY DAMAGED STRUCTURES TO REMAIN SHALL BE REPAIRED OR REPLACED AT NO COST TO THE OWNER.
- ALL SAWCUT EDGES IN CONCRETE WALK, CONCRETE PAVEMENT AND BITUMINOUS PAVEMENT SHALL BE PROTECTED AFTER REMOVALS THROUGH THE DURATION OF THE PROJECT. PAYMENT FOR SAWCUTTING WILL BE MADE ONLY ONCE. ADDITIONAL SAWCUTTING TO MAINTAIN A CLEAN SAWCUT EDGE WILL BE AT THE EXPENSE OF THE CONTRACTOR.

ALL MATERIALS IDENTIFIED FOR REMOVAL SHALL BE DISPOSED OFF SITE IN ACCORDANCE WITH STATE AND LOCAL LAWS.



DATE	REV#	REVISIONS DESCRIPTION
07-24-25	1	CITY SUBMITTAL



PROPOSED LEGEND

- BITUMINOUS PAVEMENT
- CONCRETE PAVEMENT
- GRAVEL PAVEMENT
- BUILDING
- WATER SERVICE PIPE
- SERVICE PIPE
- CLEANOUT
- CURB STOP

EXISTING LEGEND

- EDGE OF WOODS
- CONCRETE PAVEMENT
- GRAVEL PAVEMENT
- TREE - DECIDUOUS
- BUILDING
- LIGHT POLE
- OVERHEAD ELECTRIC WIRE
- UNDERGROUND ELECTRIC WIRE

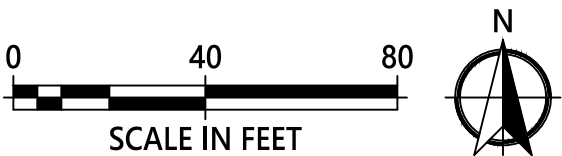
SITE PARKING INFORMATION

- PARKING STALLS PROVIDED = 80 SPOTS (4 ADA)
- PARKING STALLS REQUIRED = 79 SPOTS

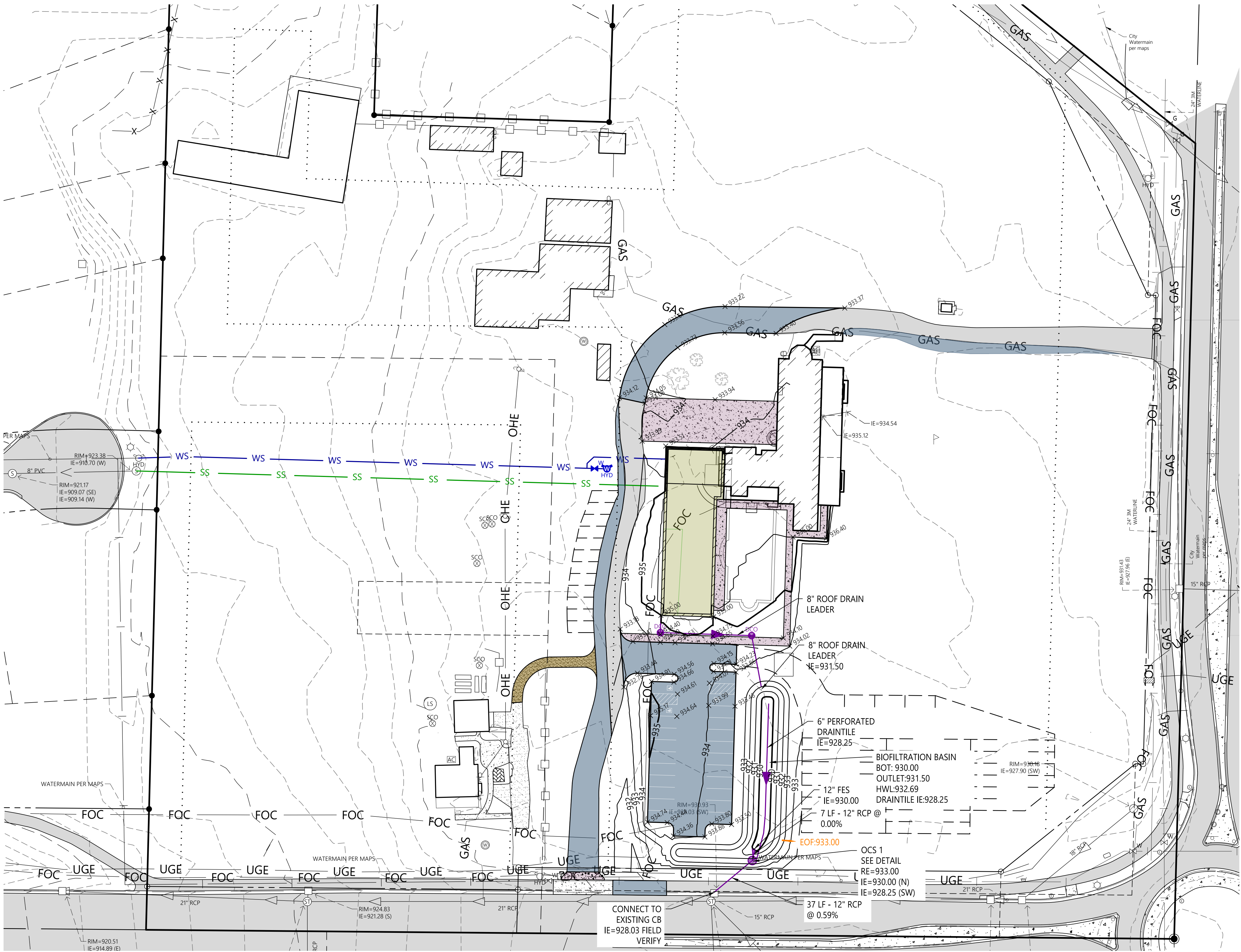
GENERAL SITE PLAN NOTES:

- THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38.2, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA".
- CONTRACTOR SHALL CALL GOPHER STATE ONE CALL PRIOR TO BEGINNING REMOVALS.
- THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY OWNER AND ENGINEER OF ANY DIFFERENCES BETWEEN THE FIELD AND PLAN.
- CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL AND SHALL BE IN COMPLIANCE WITH THE MINNESOTA UNIFORM TRAFFIC CONTROL DEVICES MANUAL AND TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS FIELD MANUAL. THE TRAFFIC CONTROL SHALL BE APPROVED BY THE CITY PRIOR TO INSTALLATION.
- THE CONTRACTOR SHALL RECEIVE THE NECESSARY PERMISSION/PERMITS FOR ALL WORK LOCATED OUTSIDE OF THE MUNICIPAL RIGHT-OF-WAY AND PROPERTY LIMITS.

STORMWATER MANAGEMENT TO BE PROVIDED FOR ADDITIONAL AND NEW IMPERVIOUS AREAS.



DATE	REV#	REVISIONS DESCRIPTION
07/24/25	1	CITY SUBMITTAL

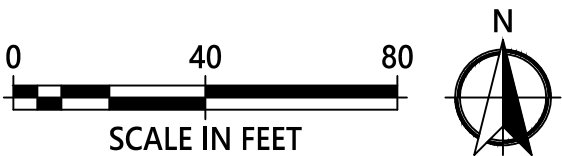


PROPOSED LEGEND

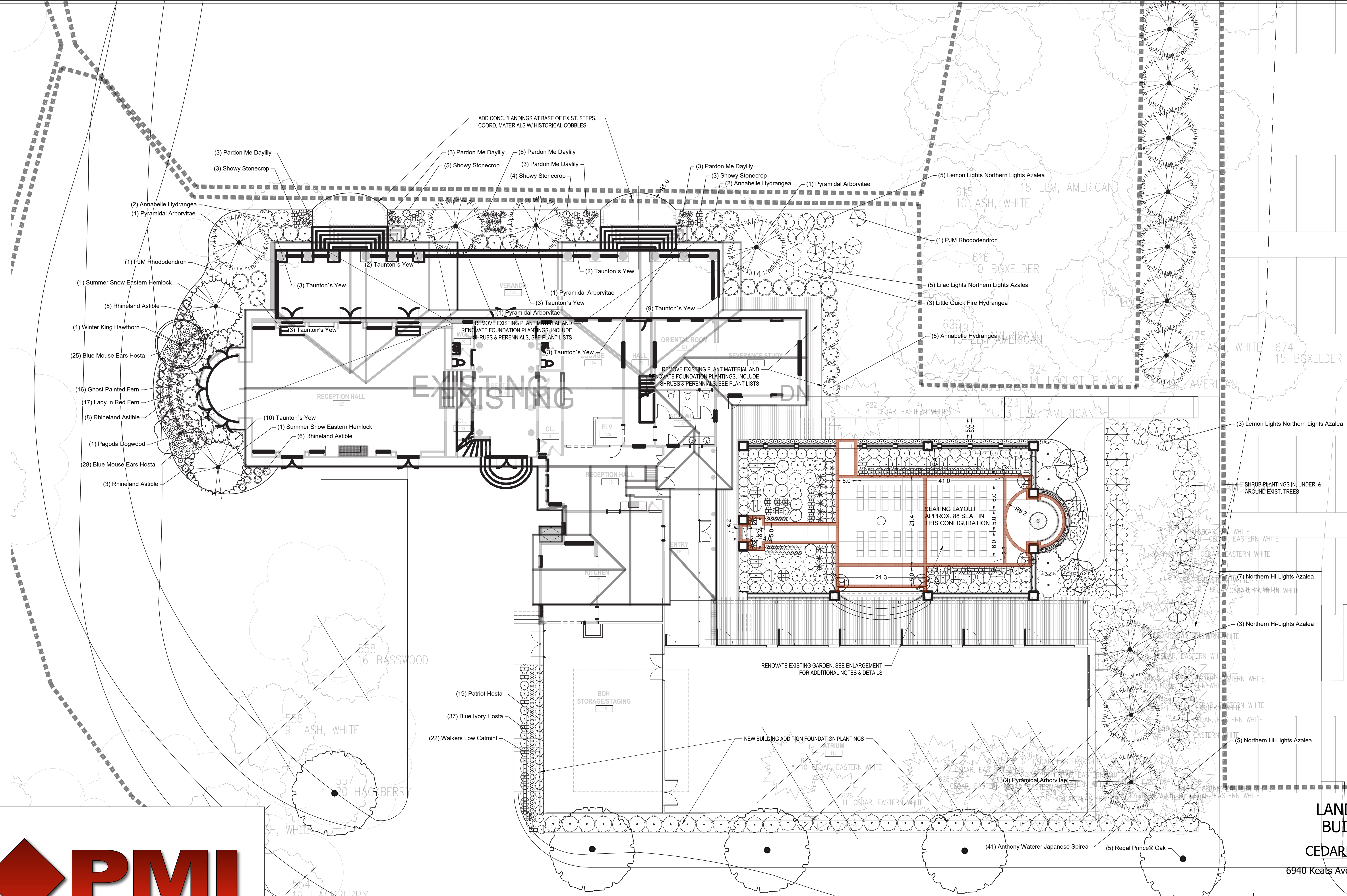
	BITUMINOUS PAVEMENT
	CONCRETE PAVEMENT
	GRAVEL PAVEMENT
	BUILDING
	WATER SERVICE PIPE
	SERVICE PIPE
	CLEANOUT
	CURB STOP

EXISTING LEGEND

	EDGE OF WOODS
	CONCRETE PAVEMENT
	GRAVEL PAVEMENT
	TREE - DECIDUOUS
	BUILDING
	LIGHT POLE
	OVERHEAD ELECTRIC WIRE
	UNDERGROUND ELECTRIC WIRE



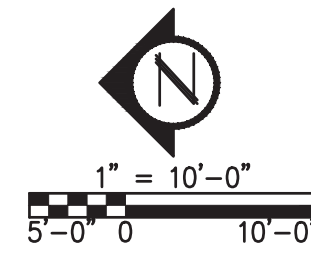
DATE	REV#	REVISIONS DESCRIPTION
07-24-25	1	CITY SUBMITTAL



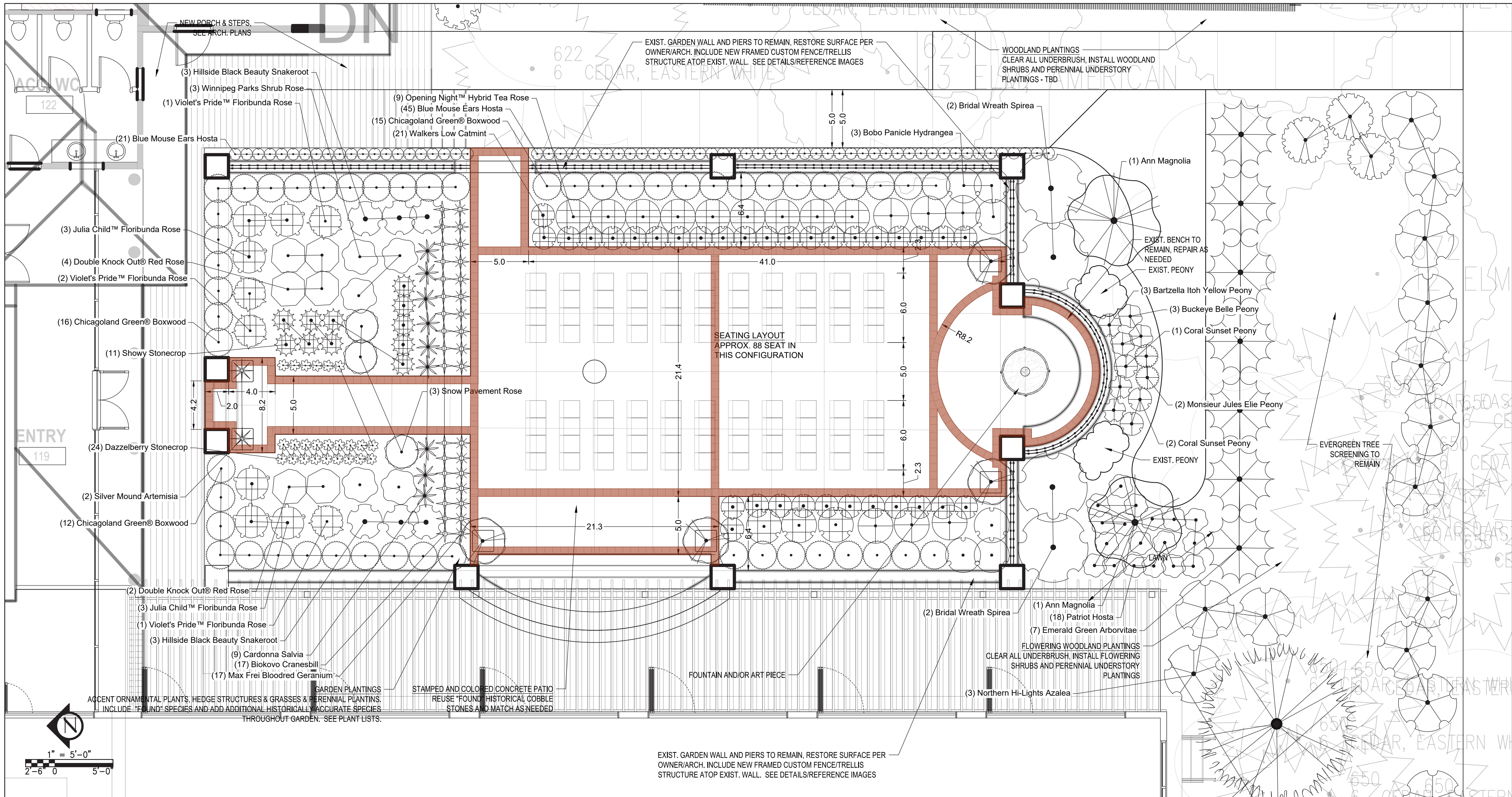
LANDSCAPE PLAN
BUILDING AREA

CEDARHURST ADDITION

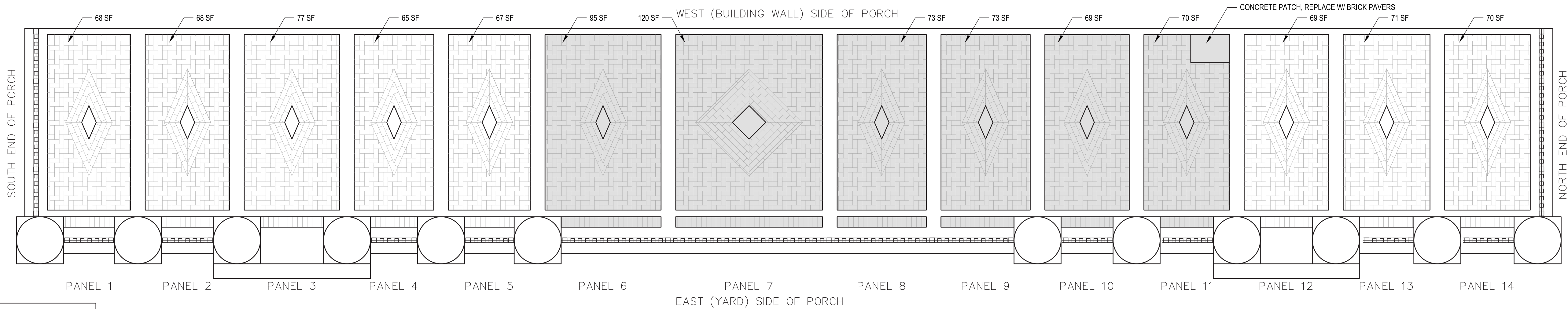
6940 Keats Ave S, Cottage Grove, MN 55016



Drawn By:	Checked By:	Project No.: OML25-003
Design Approved By:		Date: 06/27/25
Revisions:		
No:	Date:	Accept:



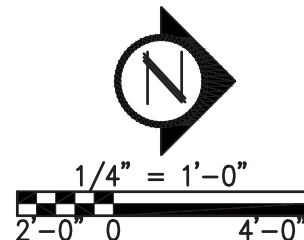
PLANT SCHEDULE GARDEN					
SYMBOL	CODE	QTY	COMMON / BOTANICAL NAME	CONT	POLLINATOR FRIENDLY
ORNAMENTAL TREES					
MA	2		Ann Magnolia / Magnolia x 'ner'	1 1/2' CAL B&B	NOT NATIVE Y
SK	4		Miss Kim Korean Lilac (tree form) / Syringa pubescens patula 'Miss Kim' (tree form)	#7 CONT	NOT NATIVE Y
SUBTOTAL					
SHRUBS					
HP	8		Bobo Panicle Hydrangea / Hydrangea paniculata 'Bobo'	#5 CONT	NOT NATIVE Y
SB	4		Bridal Wreath Spirea / Spiraea prunifolia 'Bridalwreath'	#5 CONT	NOT NATIVE Y
BG	51		Chicagoand Green® Boxwood / Buxus x 'Glencoe'	#5 CONT	NOT NATIVE N
TS	7		Emerald Green Arborvitae / Thuja occidentalis 'Emerald'	#5 CONT	NOT NATIVE N
HN	3		Northern Hi-Lights Azalea / Rhododendron x 'Northern Hi-Light'	#5 CONT	NOT NATIVE Y
SUBTOTAL					
PEONY					
FB	3		Bartzella Itoh Yellow Peony / Paeonia x 'Bartzella'	#1 CONT	NOT NATIVE Y
PK	3		Buckeye Belle Peony / Paeonia x 'Buckeye Belle'	#1 CONT	NOT NATIVE Y
PC	3		Coral Sunset Peony / Paeonia x 'Coral Sunset'	#1 CONT	NOT NATIVE Y
PK2	3		Monsieur Jules Elie Peony / Paeonia x 'Monsieur Jules Elie'	#1 CONT	NOT NATIVE Y
SUBTOTAL					
PERENNIALS					
GC	17		Belovon Cranebill / Geranium x carabidgeense 'Belovon'	#2 CONT	NOT NATIVE Y
HB	98		Blue Mouse Ears Hosta / Hosta x 'Blue Mouse Ears'	#1 CONT	NOT NATIVE Y
SC2	9		Cardonna Salvia / Salvia x superba 'Cardonna'	#1 CONT	NOT NATIVE Y
SD	24		Dazzelberry Stonecrop / Sedum x 'Dazzelberry'	#1 CONT	NOT NATIVE Y
CR2	6		Hillside Black Beauty Snakeroot / Ceanothus retusus 'Hillside Black Beauty'	#1 CONT	NOT NATIVE Y
GM	17		Max Frei Bloodred Geranium / Geranium sanguineum 'Max Frei'	#2 CONT	NOT NATIVE Y
HP2	18		Patriot Hosta / Hosta x 'Patriot'	#1 CONT	NOT NATIVE Y
SA2	11		Showy Stonecrop / Sedum spectabile 'Autumn Fire'	#1 CONT	NOT NATIVE Y
AN	2		Silver Mound Artemisia / Artemisia schmidtiana 'Nana'	#1 CONT	NOT NATIVE Y
WQ2	33		Walkers Low Catmint / Nepeta x 'Walkers Low'	#1 CONT	NOT NATIVE Y
SUBTOTAL					
ROSE, FLORIBUNDA					
R02	8		Julia Child™ Floribunda Rose / Rosa x 'WELKvisselpop'	#5 CONT	NOT NATIVE Y
RV	4		Violet's Pride™ Floribunda Rose / Rosa x 'WELKvisselpop'	#5 CONT	NOT NATIVE Y
SUBTOTAL					
ROSE, HYBRID TEA					
RL	8		Mister Lincoln Hybrid Tea Rose / Rosa x 'Mister Lincoln'	#5 CONT	NOT NATIVE Y
RP	9		Opening Night™ Hybrid Tea Rose / Rosa x 'JACollier'	#5 CONT	NOT NATIVE Y
RLU	3		Sugar Moon™ Hybrid Tea Rose / Rosa x 'WELKvisselpop'	#5 CONT	NOT NATIVE Y
SUBTOTAL					
ROSE, SHRUB					
RS	8		Double Knock Out® Red Rose / Rosa x 'Ridiblo'	#5 CONT	NOT NATIVE Y
RS	3		Snow Pavement Rose / Rosa 'napa' 'Snow Pavement'	#2 CONT	NOT NATIVE Y
RW	5		Winnipeg Parks Shrub Rose / Rosa x 'Winnipeg Parks'	#5 CONT	NOT NATIVE Y
SUBTOTAL					



NOTES:

1. SALVAGE & REUSE ALL BRICK PAVERS
2. IF REQUIRED MATCH NEW PAVER MATERIALS TO HISTORICAL PAVER UNITS
3. WHEN RESETTING PAVERS, CORRECT GRADE THROUGHOUT EACH PANEL
4. SHADED PANELS ABOVE DENOTE EXPECTED RENOVATION AND CORRECTION AREAS - PANELS 6 - 11

PORCH PAVEMENT PATTERN RENOVATION DIAGRAM



LANDSCAPE PLAN GARDEN AREA

CEDARHURST ADDITION

6940 Keats Ave S, Cottage Grove, MN 55016

Drawn By:	Checked By:	Project No.: OML25-003
Design Approved By:		Date: 06/27/25
Revisions:		
No:	Date:	Accept:

GARDEN ONLY

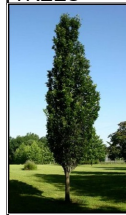
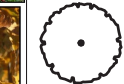
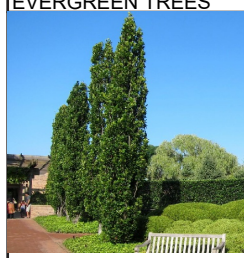
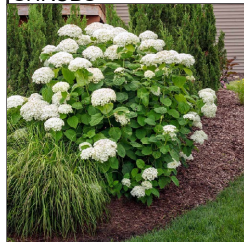
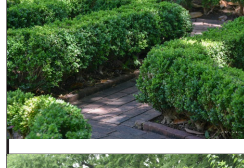
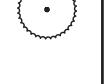
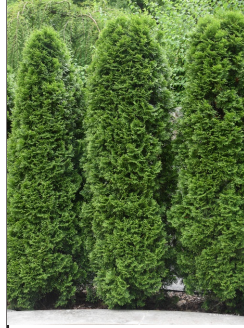
BLOOM SCHEDULE GARDEN

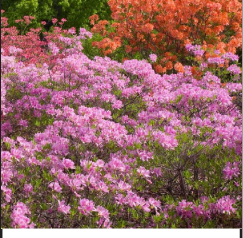
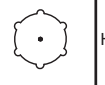
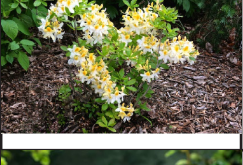
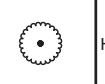
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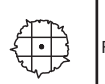
6940 Keats Ave S, Cottage Grove, MN 55016

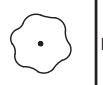
Drawn By: _____ Design Approved By: _____		Checked By: _____	Project No.: OML25-003 Date: 06/27/25
Revisions: No: _____ Date: _____ Accept: _____ _____ _____ _____ _____			P-4



PLANT SCHEDULE			
PHOTO	SYMBOL	CODE	COMMON / BOTANICAL NAME
TREES			
		CL	Regal Prince® Oak / Quercus robur x bicolor 'Long'
EVERGREEN TREES			
		TP	Pyramidal Arborvitae / Thuja occidentalis 'Pyramidalis'
		TS2	Summer Snow Eastern Hemlock / Tsuga canadensis 'Summer Snow'
ORNAMENTAL TREES			
		MA	Ann Magnolia / Magnolia x 'Ann'
		SK	Miss Kim Korean Lilac (tree form) / Syringa pubescens patula 'Miss Kim' (tree form)
		CA	Pagoda Dogwood / Cornus alternifolia
		CV2	Winter King Hawthorn / Crataegus vitidis 'Winter King'
SHRUBS			
		HA	Annabelle Hydrangea / Hydrangea arborescens 'Annabelle'
		SS	Anthony Waterer Japanese Spirea / Spiraea japonica 'Anthony Waterer'
		HP	Bobo Panicle Hydrangea / Hydrangea paniculata 'Bobo'
		SB	Bridal Wreath Spirea / Spiraea prunifolia 'Bridalwreath'
		BG	Chicago Land Green® Boxwood / Buxus x 'Glencoe'
		TS	Emerald Green Arborvitae / Thuja occidentalis 'Smaragd'

PLANT SCHEDULE			
PHOTO	SYMBOL	CODE	COMMON / BOTANICAL NAME
		RX2	Lemon Lights Northern Lights Azalea / Rhododendron x 'Lemon Lights'
		RL2	Lilac Lights Northern Lights Azalea / Rhododendron x 'Lilac Lights'
		HL2	Little Quick Fire Hydrangeas / Hydrangea paniculata 'Little Quick Fire'
		RN	Northern Hi-Lights Azalea / Rhododendron x 'Northern Hi-Lights'
		RE2	PJM Rhododendron / Rhododendron x 'PJM'
		TT	Taunton's Yew / Taxus x media 'Tauntonii'
PEONY			
		PB	Bartzella Itsh Yellow Peony / Paeonia x 'Bartzella'
		PX	Buckeye Belle Peony / Paeonia x 'Buckeye Belle'
		PC	Coral Sunset Peony / Paeonia x 'Coral Sunset'
		PX2	Monsieur Jules Ete Peony / Paeonia x 'Monsieur Jules Ete'
PERENNIALS			
		GC	Blokovo Cranesbill / Geranium x cantabrigiense 'Blokovo'
		HB2	Blue Ivory Hosta / Hosta x 'Blue Ivory'
		HB	Blue Mouse Ears Hosta / Hosta x 'Blue Mouse Ears'
		SC2	Cardonna Salvia / Salvia x superba 'Cardonna'
		SD	Dazzleberry Stonecrop / Sedum x 'Dazzleberry'
		AG	Ghost Painted Fern / Athyrium x 'Ghost'

PLANT SCHEDULE			
PHOTO	SYMBOL	CODE	COMMON / BOTANICAL NAME
		CR2	Hillside Black Beauty Snake-root / Cimicifuga racemosa 'Hillside Black Beauty'
		AL	Lady in Red Fern / Athyrium filix-femina 'Lady in Red'
		GM	Max Frei Bloodred Geranium / Geranium sanguineum 'Max Frei'
		HP3	Pardon Me Daylily / Hemerocallis x 'Pardon Me'
		HP2	Patriot Hosta / Hosta x 'Patriot'
		AJ	Rhineland Astilbe / Astilbe japonica 'Rhineland'
		SA2	Showy Stonecrop / Sedum spectabile 'Autumn Fire'
		AN	Silver Mound Artemisia / Artemisia schmidtiana 'Nana'
		NW2	Walkers Low Catmint / Nepeta x faassoni 'Walkers Low'
ROSE, FLORIBUNDA			
		RW2	Julia Child™ Floribunda Rose / Rosa x 'WEKvossutono'
		RV	Violet's Pride™ Floribunda Rose / Rosa x 'WEKwibyscipis'
ROSE, HYBRID TEA			
		RL	Mister Lincoln Hybrid Tea Rose / Rosa x 'Mister Lincoln'
		RP	Opening Night™ Hybrid Tea Rose / Rosa x 'JACollier'
		RJ	Sugar Moon™ Hybrid Tea Rose / Rosa x 'WEKmemolo'
ROSE, SHRUB			
		R3	Double Knock Out® Red Rose / Rosa x 'Radiko'

PLANT SCHEDULE			
PHOTO	SYMBOL	CODE	COMMON / BOTANICAL NAME
		RS	Snow Pavement Rose / Rosa rugosa 'Snow Pavement'
		RW	Winnipeg Parks Shrub Rose / Rosa x 'Winnipeg Parks'

LANDSCAPE PLAN
PLANT PHOTOS

CEDARHURST ADDITION

6940 Keats Ave S, Cottage Grove, MN 55016

Drawn By: _____ Design Approved By: _____		Checked By: _____	Project No.: OML25-003 Date: 06/27/25
Revisions: No: _____		Date: _____	Accept: _____



Rooted in **Connection**
Growing with **Direction**

PUBLIC WORKS

Wayne Sandberg, P.E., Director, County Engineer
Frank D. Ticknor, P.E., Deputy Director

July 24, 2025

Crystal Raleigh, PE
Assistant City Engineer
City of Cottage Grove
12800 Ravine Parkway South
Cottage Grove, MN 55016

Dear Crystal,

Thank you for the opportunity to review and comment on the proposed Cedarhurst mansion site plan located adjacent to Washington County State Aid Highways 20 (Military Road; CSAH 20) and 22 (70th Street South; CSAH 22). Washington County's Department of Public Works has reviewed the redevelopment and offers the following comments:

Safe and effective access is one of the primary challenges of this site. The Washington County 2040 Comprehensive Plan contains access criteria for county roads related to spacing, sight lines, and availability of local road connections. Consolidating access to public street intersections allows us as public partners to make prioritized investments where they will have the most benefit. The existing driveway access points to the site do not meet the county's spacing criteria and are thus subject to potential conversion to "3/4" access or right-in/right-out in the future. The existence of a roundabout near these access points provides an effective location for U-turn movements when and if left turn movements must be restricted at the driveways. At this time the County does not have any plans for major improvements to either of these county highways, thus we do not anticipate any access changes within at least 5-8 years and potentially well beyond that timeframe.

As part of the current proposal, we recommend that the northeastern Cedarhurst driveway connecting to County Highway 19 (Keats Ave S) be removed, and potentially realigned north to the remanent Military Road access to take advantage of the inplace dedicated northbound left turn lane. We believe that this location is best suited to operate as a full access for the longest number of years, and relocation of the existing northeastern driveway would also increase the available green space on the site's eastern lawn.

The southwestern Cedarhurst driveway County Highway 22 (70th Street), which we anticipate will operate as the site's primary access in the near term, should be relocated slightly west to be located entirely west of the existing raised median and align with Jorgensen Lane South. This minor adjustment will reduce motorist confusion by eliminating the slight offset with Jorgensen Lane South. Washington County Public Works is not agreeable to any modifications to the existing raised concrete center median,

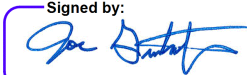
as doing so would leave the offset issue unaddressed. This offset, if not addressed, will result in conflicting vehicle paths when vehicles are making left turns simultaneously into the Cedarhurst southwestern driveway and to Jorgensen Lane South.

Washington County's policy is to assist local governments in promoting compatibility between land use and highways. Residential uses located adjacent to highways often result in complaints about traffic noise. Traffic noise from this highway could exceed noise standards established by the Minnesota Pollution Control Agency (MPCA), the U.S. Department of Housing and Urban Development, and the U.S. Department of Transportation. Minnesota Rule 7030.0030 states that municipalities are responsible for taking all reasonable measures to prevent land use activities listed in the MPCA's Noise Area Classification (NAC), where the establishment of the land use would result in violations of established noise standards. Minnesota Statute 116.07, Subpart 2a exempts County Roads and County State Aid Highways from noise thresholds. County policy regarding development adjacent to existing highways prohibits the expenditure of highway funds for noise mitigation measures. The developer should assess the noise situation and take any action outside of County right of way deemed necessary to minimize the impact of any highway noise.

All work within county highway right-of-way, including change in use of existing access points and any new utility connections to County highway right of way for the development require Washington County permits. Typically, these utility connection permits are the responsibility of the utility companies.

Thank you again for this opportunity to review the Cedarhurst site plan. We look forward to continuing to work with the City of Cottage Grove to ensure that development in this area is successful and well-served by the transportation network.

Sincerely,

Signed by:

BB438D5893B248E...
Joe Gustafson, PE, PTOE
Traffic Engineer

Cc (email only):

Wayne Sandberg, Public Works Director/County Engineer
Frank Ticknor, Deputy Director Public Works
Lyssa Leitner, Public Works Planning Director
Daniel Elder Planning II
Kevin Peterson, Design Engineer
Paul Sponholz, City of Cottage Grove Engineer



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Oakdale, MN 55128

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

MEMORANDUM

Date: 07/24/2025 (Revised 08/07/2025)

To: Paul Sponholz, PE

From: Andrew Olson, PE

Subject: Cedarhurst Plan Review
City of Cottage Grove, MN
Project No.: 25X.139848

This memo summarizes the review of the site plan (dated 7/24/2025) and stormwater documents (dated 07/2025, received 07/17/2025) submitted by Widseth.

Street and Utility Comments:

1. Please provide an erosion control plan.

Sheet C0.02:

2. The property falls within a Drinking Water Supply Management Area where infiltration is prohibited. A biofiltration basin has been proposed but the detail does not indicate a pond liner. Please revise the detail to include a clay liner that complies with the City standard specifications.

Sheet C1.01:

3. Additional removals will be needed along 70th Street for the revised driveway location.
 - a. The concrete curb and gutter will need to be removed and replaced with drive over curb at the new driveway location.
 - b. The concrete curb and gutter will need to be removed and replaced with B424 curb at the old driveway locations and the trail shall be patched. The old mansion driveway is showing the replacements but not the old house driveway.
 - c. Bituminous patching will be required per direction of Washington County.
4. Additional removals will be needed for the storm sewer connection to 70th Street.
5. The plans have been provided to Washington County and additional comments may follow.

Sheet C2.01:

6. All utilities will need to comply with DOLI requirements.
7. A grease separator should be added to the sanitary sewer prior to entering the City system.
8. Any utilities falling within Cottage Grove right of way shall meet City standards.
 - a. Watermain shall be ductile iron up to the property line.

9. It is understood that the sanitary sewer and the watermain shall be private and require an agreement between the two parcels.
 - a. The sanitary sewer will be private up to the manhole within 69th Street.
 - b. The watermain will be private up to the valve east of the tee at 69th Street.
10. A hydrant access agreement will be needed for flushing access to the private hydrant.

Sheet C3.01:

11. Please provide more detail for the existing storm sewer structure in 70th Street that the new storm sewer will connect. Structure size and type should be provided and structural integrity should be reviewed based on the structure type, existing connection and new connection.
12. Please clarify the drainage at the northwest corner of the addition. It appears the 933.51 spot elevation at the building corner may be a low spot.

Stormwater Comments:

13. The site will be required to meet all City and Watershed requirements laid out in the Stormwater Rules Summary Memorandum dated May 6, 2025.
14. Please submit a revised Hydraulic Design Summary Report to reflect the revised plan set and revisions requested.
15. Additional Stormwater Comments:
 - a. Sheet C0.02: The Biofiltration Basin with Underdrain is shown on C0.02. Since the site is located within a wellhead protection area, the basin should be lined with clay or poly to prevent exfiltration.
 - b. MIDS: Proposed conditions MIDS models were submitted.
 - i. If the project will disturb a surface area of 1 acre or more, the Watershed rules call for a TP loading rate of “maintain existing.” Please submit existing and proposed conditions MIDS models to demonstrate compliance with the TP loading requirement.
 - ii. The South Washington Watershed District rules require two adjustments to the MIDS model as listed in Table 1. Please adjust these parameters when using the MIDS model.

Table 1. SWWD MIDS Parameters

<i>Model</i>	<i>Parameter</i>	<i>Required</i>
<i>MIDS</i>	<i>Retention Requirement</i>	<i>1.0 inch</i>
<i>MIDS</i>	<i>Total Phosphorus EMC, Change from Default 0.3 mg/l</i>	<i>0.31 mg/l</i>

- c. Pretreatment: The city requires adequate pretreatment of stormwater runoff from development and redevelopment activities prior to discharge into all waterbodies. Please indicate in the stormwater narrative how runoff will be pretreated upstream of the filtration basin.
- d. Testing: Please note on the plans that the city will require post-construction testing to verify the filtration rates and drawdown periods of any filtration basins.
- e. Models: Please note that digital copies of the final version stormwater models and shapefiles or CAD drawings of existing and proposed drainage areas are to be submitted to the city once the review and revision process is complete.



NEW HISTORY

CORDENIO SEVERANCE HOUSE [CEDARHURST] HISTORIC SITE DESIGN GUIDELINES

6940 Keats Avenue South, Cottage Grove

September 2022



Historical Site Design Guidelines
Severance, Cordenio House [Cedarhurst]
6940 Keats Avenue South
Cottage Grove, Minnesota 55016

Prepared for:
City of Cottage Grove
12800 Ravine Pkwy South
Cottage Grove, MN 55016

By:
New History
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Minneapolis, Minnesota 55414
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For questions and comments:
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EXECUTIVE SUMMARY

The Cordenio Severance House (commonly known as Cedarhurst) is a locally-designated historic site located in the City of Cottage Grove that includes fourteen resources: two buildings, nine structures, and three types of objects. The two buildings and six of the structures are “contributing” to the historic significance of the site; the rest of the resources are “non-contributing”. The site is also listed in the National Register of Historic Places (NRHP).



Figure 1: View of the Cordenio Severance House and Valet Shelter, looking west.

The document is intended to provide design guidelines for exterior alterations proposed to the Cedarhurst property, including site and landscaping, existing resources, and new construction, with respect to the Cottage Grove preservation ordinance. The guidelines are based on the Secretary of the Interior’s *Standards for the Treatment of Historic Properties* and associated guidelines developed by the National Park Service (NPS), as well as best practices for heritage preservation. These guidelines would also be applicable to projects involving historic preservation-specific funding sources, such as historic tax credits. These guidelines do not address any other city ordinances or building codes, economic requirements or impacts, or financial viability.

Major findings of this document include:

1. Site and Landscaping

- The organic site arrangement with residential-scale buildings and exterior open spaces should be maintained.
- Existing circulation can be maintained and new circulation can be added to the site. New parking spaces could be created on the north and west sides of the site.
- New landscaping should generally consist of a mix of lawn areas, trees, and small plantings. New hardscape elements should be limited to the minimum required.

2. Alterations to Existing Resources

- Keeping and reusing contributing (historic) resources is recommended. Demolition of these resources should be avoided if possible.
- Key historic features of contributing resources such as porticos, porches, wood siding, stucco, gable roofs, and doors and windows should be prioritized for preservation. Non-historic features of contributing resources can remain or be replaced.
- Non-contributing (non-historic) resources can be retained, altered, or removed.

3. New Construction

- Any new construction should be sensitively located and be of a size, scale, and design that is compatible with contributing resources and the historic site as a whole. New construction should appear new and be differentiated from contributing resources, to avoid creating a false sense of history.
- Any new construction should avoid impact to and removal of historic materials and features, and be able to be removed in the future without damaging contributing resources.

For clarity, the term “Cedarhurst” is used in this report to describe the entire site, while “Severance House” refers to the house itself.

1.0 INTRODUCTION

1.1 Purpose and Scope

Cedarhurst is locally designated as a historic site in the City of Cottage Grove. As such, exterior alterations to the property are subject to a design review by the Advisory Committee on Historic Preservation (ACHP) with respect to the Secretary of the Interior’s *Standards for the Treatment of Historic Properties* (the “Standards”). These historic site design guidelines have been developed as a tool for the ACHP, city staff, property owners, and design professionals to use in designing and evaluating exterior alterations to the Cedarhurst property. The guidelines explain and interpret the Standards as they apply to this property, providing guidance for evaluating both changes to the existing site and resources *and* the design of new construction. The site is also listed in the National Register of Historic Places (NRHP). If an owner or sponsor were to use historic preservation-specific funding sources, like historic tax credits or historic preservation grants, these guidelines would also be applicable.

These guidelines are divided into the four sections outlined below. For each of the fourteen resources located on the site, there is an individual resource summary that describes historic features, non-historic features, and recommendations for compatible alterations specific to that resource (see Section 3.0). Detailed guidelines for the entire property that address site and landscaping, alterations, and new construction are provided in Sections 2.0, 4.0, and 5.0, respectively.

- 2.0 Site and Landscaping
- 3.0 Resource Summaries
- 4.0 Alterations to Existing Resources
- 5.0 New Construction

Where these guidelines do not provide specific guidance, the Standards should be followed. In addition to these design guidelines, other resources exist to provide guidance in evaluating the appropriateness of alterations to the Cedarhurst property. Relevant Preservation Briefs and ITS Bulletins (tech notes) by the National Park Service, referenced in **Appendix C**, provide detailed guidance on the treatment of historic features and materials to meet the Standards. Additionally, the “Cordenio Severance House Historical Evaluation”¹ provides information on the historic context of the property. These historic design guidelines should also be considered in conjunction with municipal ordinances and building codes, the Cottage Grove 2040 Comprehensive Plan, and the “Architectural Design Guidelines for the Cedarhurst Mansion Site”², and may also need to be balanced with financial constraints and economic factors.

¹ Lauren Anderson, “Cordenio Severance House Historical Evaluation,” prepared by New History for the City of Cottage Grove, April 2022.

² “Architectural Design Guidelines for the Cedarhurst Mansion Site,” prepared by ESG Architecture and Design for the City of Cottage Grove, 2022.

1.2 Site Overview and Historic Significance

The Cedarhurst property at 6940 Keats Avenue South is located in the northeast quadrant of the City of Cottage Grove. The current site includes fourteen resources – buildings, structures, and objects – located on two landscaped parcels (a total of approximately 13 acres) bordered by former Military Road to the northeast, a single-family housing development to the north and west, Keats Avenue South to the east, and 70th Street South to the south. Vehicular access is provided at Keats Avenue South and 70th Street South. The Cordenio Severance House and associated resources are located near the center of the site (see Fig. 2).

From 1889 until 1925, Cedarhurst was occupied by notable St. Paul attorney Cordenio Severance and his wife Mary Severance. The property is historically significant for its association with Cordenio Severance, who obtained national and international recognition for his work in the legal profession. The Severances utilized Cedarhurst as a country estate – a part-time residence for summer vacations, entertaining guests, and pursuing their individual interests and hobbies. From 1925 until the present, the property has had a succession of private owners; most recently, it has been utilized as an event venue. Today, Cedarhurst is both locally designated by the City of Cottage Grove as a historic site and listed in the National Register of Historic Places (NRHP). See the “Cordenio Severance House Historical Evaluation”³ and **Appendix A** for more information on the social history and physical development of Cedarhurst.

The period of significance for the site is 1889 until 1925, reflecting the time period during which the Severances owned and occupied the property. The various resources on the site can be classified as “contributing” (historic) or “noncontributing” (non-historic). At Cedarhurst, contributing resources are defined as resources that 1) were constructed by 1925 (the end of the period of significance) as part of the Severance estate and 2) retain historic integrity (the physical materials and features present during the period of significance). Resources constructed before 1925 that do not retain historic integrity and resources constructed after 1925 should be considered non-contributing. The property’s contributing and non-contributing resources are outlined in Figures 2 and 3 below.

³ Lauren Anderson, “Cordenio Severance House Historical Evaluation,” prepared by New History for the City of Cottage Grove, April 2022.

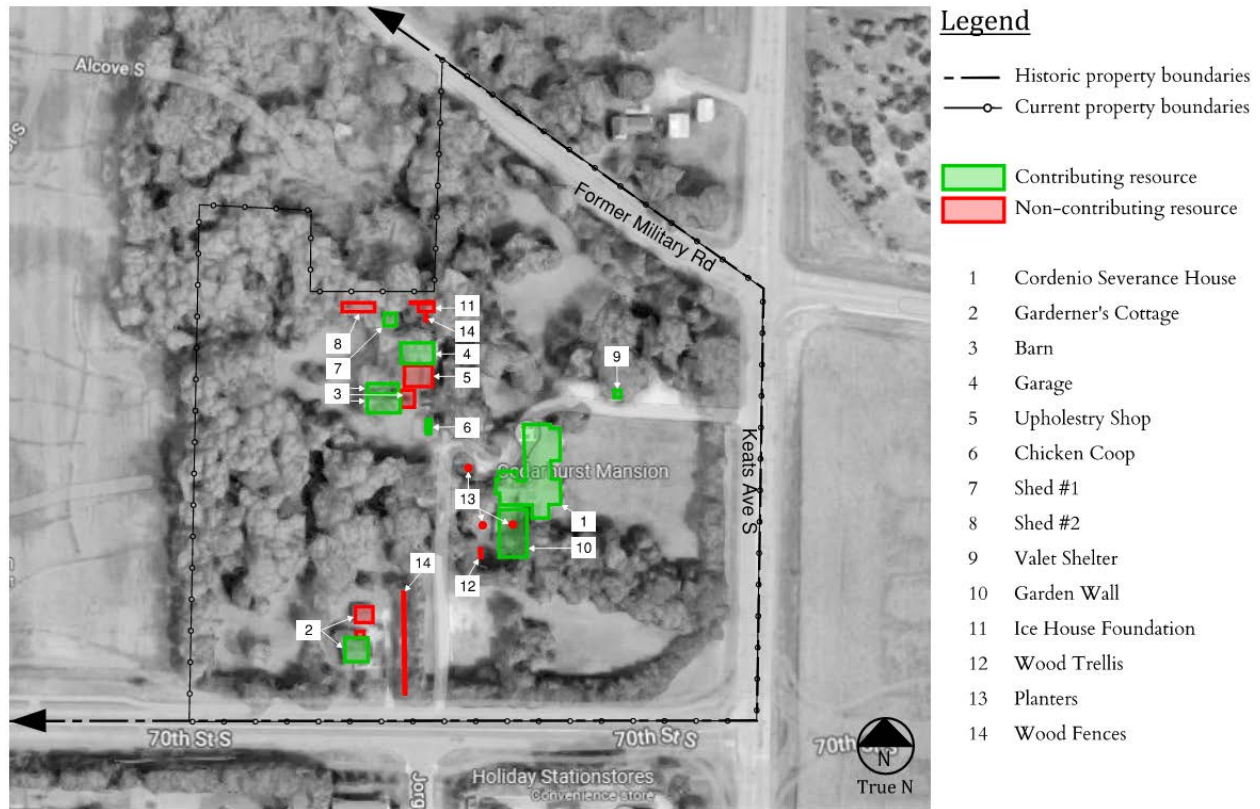


Figure 2: Site plan of Cedarhurst showing contributing and non-contributing resources (Google Maps, 07/29/2022).

ID #	Name	Type	Date	Status
1	Cordenio Severance House	Building	c. 1867-1917	Contributing
2	Gardener's Cottage	Building	Early 1900s	Contributing
	with north addition	Building	Post-1945	Non-contributing
3	Barn	Structure	Early 1900s	Contributing
	with north shed	Structure	Likely pre-1925	Contributing
	with east shed	Structure	Likely post-1925	Non-contributing
4	Garage	Structure	1911	Contributing
5	Upholstery Shop	Structure	Likely post-1925	Non-contributing
6	Chicken Coop	Structure	Likely pre-1925	Contributing
7	Shed #1	Structure	Likely pre-1925	Contributing
8	Shed #2	Structure	Likely post-1925	Non-contributing
9	Valet Shelter	Structure	Pre-1917	Contributing
10	Garden Wall	Structure	Pre-1917	Contributing
11	Ice House Foundation	Structure	c. 1860	Non-contributing
12	Wood Trellis	Object	Likely post-1925	Non-contributing
13	Planters	Object	Likely post-1925	Non-contributing
14	Wood Fences	Object	Likely post-1925	Non-contributing

Figure 3: Number, name, type, construction date, and status of Cedarhurst resources.

1.3 Secretary of the Interior's Standards for Rehabilitation

What are the Standards?

Exterior alterations to Cedarhurst are subject to a design review by the Advisory Committee on Historic Preservation (ACHP) with respect to the Secretary of the Interior's *Standards for the Treatment of Historic Properties* (the "Standards"). According to the National Park Service (NPS), the Standards "are a series of concepts about maintaining, repairing, and replacing historic materials, as well as designing new additions or making alterations."⁴ They are applicable to historic properties of all types, including buildings, landscape features, and sites. The Standards allow for four treatment options: Reconstruction, Preservation, Restoration, and Rehabilitation. The Standards for Rehabilitation are applied to historic properties being adapted for current uses. The Rehabilitation Standards provide guidance for altering properties to meet current uses in a way that retains their historic integrity. Along with the Standards, the National Park Service has also developed the Secretary of the Interior's Guidelines for the Rehabilitation of Historic Buildings ("the Guidelines"). The Guidelines provide general design and technical recommendations for applying the Standards. Taken together, the Standards and Guidelines provide an outline for design changes at historic properties.

The ten Standards for Rehabilitation are as follows:

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means

⁴ National Park Service, Technical Preservation Services, *The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings*, <https://www.nps.gov/tps/standards/treatment-guidelines-2017.pdf>, accessed August 12, 2022.

possible. Treatments that cause damage to historic materials will not be used.

8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.⁵

How are the Standards applied?

According to the National Park Service, “the Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.” NPS defines rehabilitation as “the process of returning a building or buildings to a state of utility, through repair or alteration, which makes possible an efficient use while preserving those portions and features of the building and its site and environment which are significant to its historic, architectural, and cultural values.”⁶ According to NPS,

A project meets the Standards when the overall effect of all work is consistent with the property’s historic character...Each property exhibits a unique set of conditions; thus, the evaluation of any single aspect of the proposed work can only be made in the context of those conditions and all the other work that constitutes the project. In some cases, a single aspect of a project may not be consistent with recommendations found in the Guidelines, yet its impact on the character of the property as a whole is small enough that the overall project meets the Standards. In other cases, similar work, in combination with numerous other treatments not recommended by the Guidelines, can contribute to a project not meeting the Standards.

The more important a feature or space is to the historic character of a property, the less it can be changed without damaging the character as a whole. On the other hand, aspects less critical to the historic character may be altered more substantially with less effect on the character of the building as a whole. However, even when the features being changed are

⁵ National Park Service, Technical Preservation Services, *The Secretary of the Interior's Standards for Rehabilitation*, <https://www.nps.gov/tps/standards/rehabilitation/rehab/stand.htm>, accessed July 22, 2022.

⁶ National Park Service, Technical Preservation Services, *Cumulative Effect and Historic Character*, <https://www.nps.gov/tps/standards/applying-rehabilitation/cumulative-effect.htm>, accessed 08/05/2022.

minor, changes that are too numerous or radical can in some instances alter the overall character of the building.

Similarly, features and spaces that have been so substantially changed outside the period of significance or are so severely deteriorated as no longer to convey historic character can be more readily altered than those aspects of a property that retain a high degree of integrity. Historic character, however, is not readily lost through deterioration, and most deteriorated historic features must be replaced to match when they are beyond repair.

Determination that a project meets the Standards is based on the cumulative effect of all the work in the context of the specific existing conditions.⁷

⁷ National Park Service, Technical Preservation Services, *Cumulative Effect and Historic Character*, <https://www.nps.gov/tps/standards/applying-rehabilitation/cumulative-effect.htm>, accessed 08/05/2022.

2.0 SITE AND LANDSCAPING

The following design guidelines pertaining to site and landscaping apply to the entire Cedarhurst site.

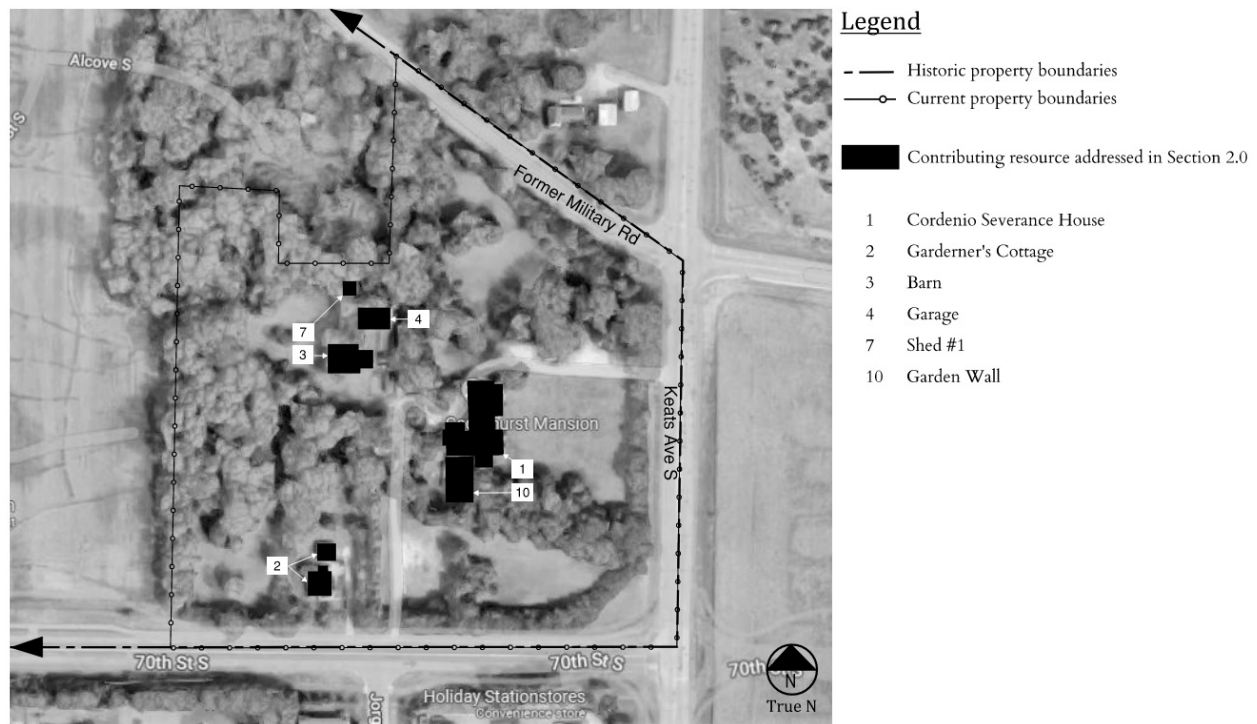


Figure 4: Site plan of Cedarhurst showing contributing resources addressed in Section 2.0 (Google Maps, 07/29/2022).

2.1 General

- 2.1.1. The organic site arrangement – such as its mostly open spaces with areas of grass lawn and various pedestrian routes through the site – is an essential feature that can be reused to highlight the history of the contributing buildings and structures.
- 2.1.2. New landscaping should be in harmony with the historic character of the site and should generally consist of a mixture of lawn areas, trees, and small plantings. New hardscape elements should be kept to a minimum. Formal plantings would be most appropriate in the area surrounding the Cordenio Severance House, including within the Garden Wall.
- 2.1.3. The generally flat grading should be retained, with major grade changes minimized and only used as necessary to meet local municipal codes and requirements.
- 2.1.4. Grade changes should be avoided in front of the Cordenio Severance House towards Keats Avenue South and the Gardener's Cottage towards 70th Street South.

2.2 Circulation

- 2.2.1. The existing driveways on Keats Avenue South and 70th Street South are non-historic and can be reused or altered.
- 2.2.2. If driveways are altered, it is recommended to create primary site entrances on Keats Avenue South and/or 70th Street South. It would be acceptable to create an additional secondary site entrance on former Military Road. Access to contributing resources should be maintained.
- 2.2.3. Although not required, recreating driveways and walkways at known and likely historic locations can restore the historic site circulation. A reconfigured or new driveway could run closer to the east side of the Gardener's Cottage and extend north to former Military Road. New diagonal driveways or walkways could be created from the northeast and southeast corners of the Cordenio Severance House towards Keats Avenue South.
- 2.2.4. Existing parking spaces can remain. The gravel can be retained or replaced.
- 2.2.5. The site can accommodate new parking spaces to the north of the Cordenio Severance House and to the west of the Garage, Shed #1, Barn, and Gardener's Cottage. Parking should be avoided on the east side of the Cordenio Severance House. Parking can be considered to the south of the House and Garden Wall, provided that the setback is sufficient.

2.3 Landscape

- 2.3.1. Open lawn areas on the east side of the Cordenio Severance House should be retained and remain open spaces to the greatest extent possible. Open lawn areas to the west of the Gardener's Cottage, Garage, Shed #1, and Barn and to the north of the House can remain open or tolerate greater landscaping changes.
- 2.3.2. Mature trees along the perimeter of the site should be retained. Mature trees within the site should be retained to the extent possible.
- 2.3.3. It would be appropriate to plant new trees along the east side of the Cordenio Severance House and along existing and new driveways or walkways.
- 2.3.4. Hedges along the perimeter of the site should be retained. It is acceptable to alter hedges to accommodate new driveways or walkways.

3.0 RESOURCE SUMMARIES

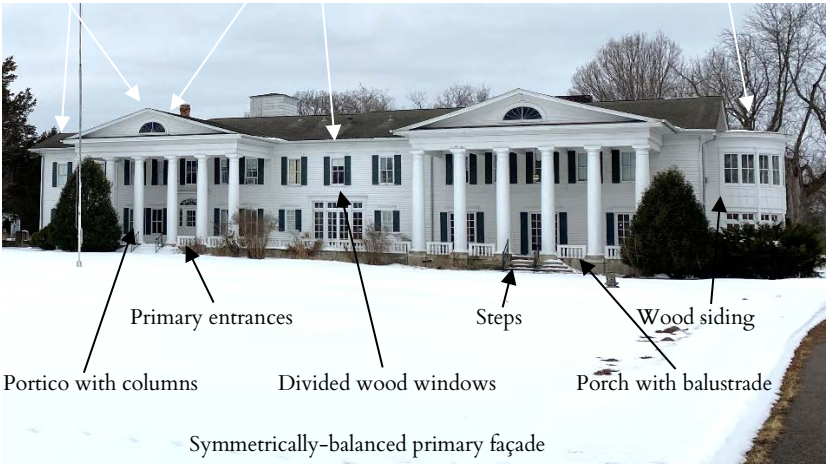
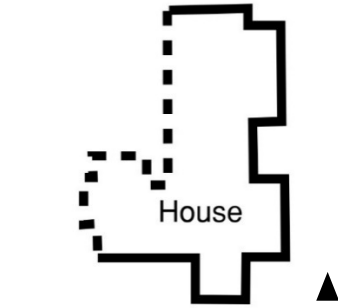
3.1 Historic Features and Materials

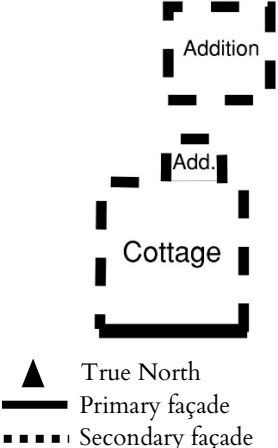
In order to apply the Standards to a specific property, it is necessary to understand which elements of the property are “historic” and “character-defining.” All features, materials, and spaces installed or altered *during* a property’s period of significance should be considered “historic.” “Character-defining” elements – hereafter “key historic features” – are those historic features and materials that express the historic significance of a resource and contribute to its historic character (see Figs. 2-3). According to the National Park Service (NPS), character-defining elements can include “the overall shape of the building, its materials, craftsmanship, decorative details ..., as well as the various aspects of its site and environment.”

At Cedarhurst, this means that features and materials of contributing resources constructed or altered between 1889 and 1925 (the period of significance) are historic and should be retained and repaired. Non-contributing resources, as well as any alterations made to contributing resources after 1925, are non-historic and can tolerate greater changes.

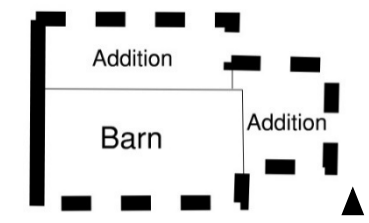
3.2 Individual Resource Summaries

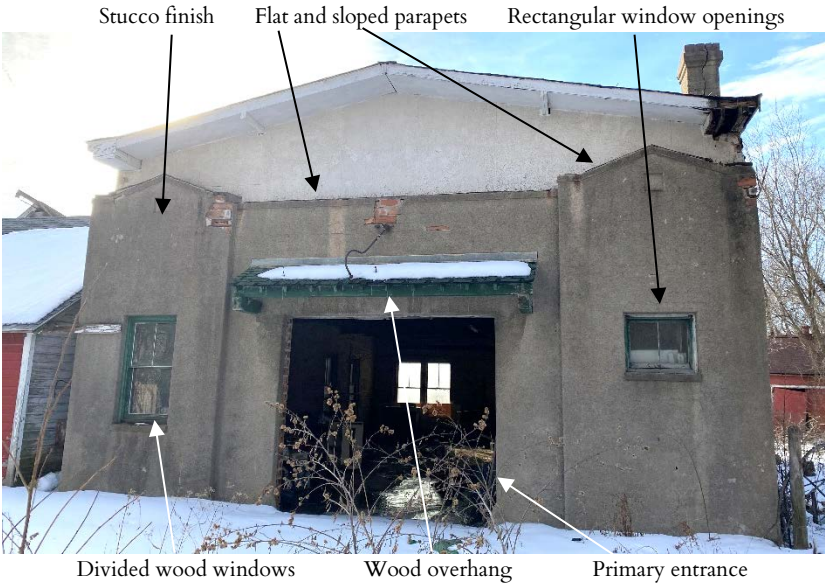
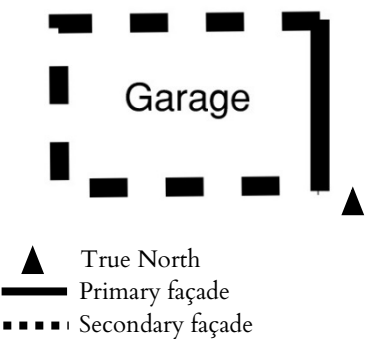
The following pages in this section provide specific information and recommendations for each of the fourteen resources located on the Cedarhurst site (see Figs. 2-3). For contributing resources, each summary provides a non-exhaustive overview of historic and non-historic features, with an emphasis on key historic features. The bottom of each summary provides recommendations for compatible alterations specific to that resource, addressing specific areas where changes can be considered or should be avoided in order to retain the resource’s historic character. For non-contributing resources, an overview of the main non-historic features is provided along with recommendations on compatible changes for the site.

Key Historic Features		Orientation
		  True North  Primary façade  Secondary façade See Appendix B for more information on the construction history of the house
Historic Features		Non-Historic Features
• L-shaped building • Semi-circular bay • Gable roofs and dormers with overhanging eaves and cornice returns • Porticos with Tuscan columns • Concrete and brick porches with stone balustrades • Wood board ceilings with exposed beams • Concrete steps • Painted wood siding and trim • Exposed concrete foundation and brick chimneys		• Metal lap siding • Most metal gutters and downspouts • Metal and vinyl windows • Metal window and door trim • Wood ramp and railing (north façade) • Shed-roofed stair enclosure (north façade; door was relocated and is historic) • Wood deck at west porch • Metal columns and wood beam supporting west sunroom • Carpet flooring at south porch
Change can be considered at:		Change should be avoided at:
• Secondary façades • West side of south façade • Non-historic features (all) • Missing historic features (all) • Existing historic features (keep change to a minimum) • Secondary entrances • Accessibility improvements (secondary façades are preferred) • Modified/new door and window openings at secondary façades • Code improvements at steps, balustrades, and railings • Small addition to the west of the west wing may be considered		• Primary façades • Existing key historic features (all) • Roof shapes • Entrances at primary façades • Door and window openings at primary façades • Open volume and ceiling heights at porticos/porches • Decorative elements • Painted wood siding should remain painted • Unpainted brick and concrete should not be painted • Rooftop mechanical equipment, decks, or additions should be avoided • New additions or balconies at primary façades should be avoided

Key Historic Features		Orientation
Gable roof Rectangular window openings  Porch with columns Divided wood windows Projecting window		 ▲ True North — Primary façade --- Secondary façade
Historic Features		Non-Historic Features
• Rectangular building shape • Projecting window • Gable roof and dormer with overhanging eaves • Porch with columns • Exposed brick chimney		• Non-enclosed porch configuration • North addition • Garage
Change can be considered at:		Change should be avoided at:
• Secondary façades • North addition and garage can remain or be removed • Existing historic features (keep change to a minimum) • Secondary entrances • Accessibility improvements (secondary façades are preferred) • Modified/new door and window openings at secondary façades • Code improvements at steps and railings • Porch can be enclosed to match or be similar to the historic photo if desired • Small addition to the north or west may be considered		• Primary façade • Existing key historic features (all) • Roof shape • Primary entrance • Open plan at porch • Door and window openings at primary façades • Unpainted brick should not be painted • Rooftop mechanical equipment or additions should be avoided

⁸ Assessment based on restricted site access as the house is currently occupied as a private residence.

Key Historic Features		Orientation
Track for pulley Gambrel roof Rectangular window openings Divided wood windows  Shed roof Wood siding Primary entrance		 ▲ True North — Primary façade - - - Secondary façade
Historic Features		Non-Historic Features
• Rectangular-shaped building • Gambrel roof with overhanging eaves, track for pulley, and vent • Shed-roofed north addition • Painted wood siding and trim		• Glass block windows • East addition
Change can be considered at:		Change should be avoided at:
• Barn stabilization • Roof reconstruction • Secondary façades • East addition can remain or be removed • Existing historic features (keep change to a minimum) • Secondary entrance(s) • Accessibility improvements (secondary façades are preferred) • Modified/new door and window openings at secondary façades • Small addition to the north, east, or south may be considered		• Primary façade • Existing key historic features (all) • Roof shapes • Primary entrance • Door and window openings at primary façades • Painted wood siding should remain painted • New balconies should be avoided • Rooftop additions should be avoided

Key Historic Features		Orientation
 Stucco finish Flat and sloped parapets Rectangular window openings Divided wood windows Wood overhang Primary entrance		 ▲ True North — Primary façade - - - Secondary façade
Historic Features		Non-Historic Features
• Rectangular-shaped building • Flat and sloped roof (not extant) and parapets • Painted stucco finish • Wood overhang • Exposed brick chimney		• Wood-framed gable roof • Plywood infill at secondary west entrance
Change can be considered at:		Change should be avoided at:
• Secondary façades • Gable roof can remain or be removed to restore historic roof configuration • Non-historic features (all) • Existing historic features (keep change to a minimum) • Missing historic features (all) • Secondary entrance • Accessibility improvements (secondary façades are preferred) • Modified/new door and window openings at secondary façades • Mechanical equipment or deck at the west end of the flat roof can be considered (if gable roof is removed) • Small addition to the west or south may be considered		• Primary façade • Existing key historic features (all) • Flat and sloped parapets • Primary entrance • Door and window openings at primary façades • Painted stucco should remain painted • Unpainted brick should not be painted



Orientation



Non-Historic Features (all)

- Rectangular building
- Gable roof
- Wood siding
- Wood windows with storms
- Wood doors with half-light

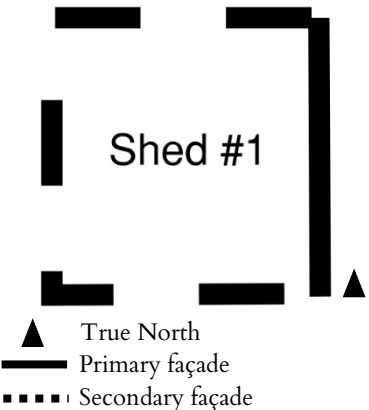
Change can be considered at:

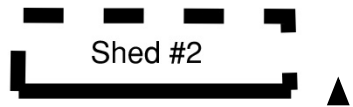
- The Upholstery Shop can remain as is, be repaired, be altered, or demolished
- Alterations and new construction should be compatible with the overall character of the historic site
- If demolished to make room for new construction, new construction should be further set back from the primary façade of the Garage towards the west and to the north of the Barn.

Change should be avoided at:

- None

Key Historic Features		Orientation
Gable roof Rectangular window openings Wood windows and doors  Wood siding		 ▲ True North — Primary façade - - - Secondary façade
Historic Features		Non-Historic Features
• Rectangular-shaped structure • Gable roof • Painted wood siding • Primary entrances		• Metal framing for structural support • Light fixtures
Change can be considered at:		Change should be avoided at:
• Coop stabilization/reconstruction • Secondary façades • Existing historic features (keep change to a minimum) • Accessibility improvements • Modified window openings at secondary façades		• Primary façade • Existing key historic features (all) • Roof shape • Primary entrances at primary façade • Painted wood siding should remain painted • Rooftop mechanical equipment should be avoided

Key Historic Features		Orientation
 Gable roof Rectangular window openings Divided wood windows Wood doors		 Shed #1 ▲ True North — Primary façade ... Secondary façade
Historic Features		Non-Historic Features
• Rectangular-shaped structure • Gable roof with vents • Primary entrance • Punched rectangular window openings • Wood doors with trim • Wood windows and trim		• Brick-looking metal sheet siding (façades and doors) • Corrugated metal roofing
Change can be considered at:		Change should be avoided at:
• Shed #1 stabilization • Secondary façades • Non-historic features (all) • Existing historic features (keep change to a minimum) • Missing historic features (all) • Metal siding can be removed to re-expose existing or replace missing wood siding to match • Accessibility improvements (secondary façades are preferred) • Modified window openings at secondary façades • New construction can be located to the west		• Primary façade • Existing key historic features (all) • Roof shape • Primary entrance • Door and window openings at primary façade • Rooftop mechanical equipment should be avoided

Orientation	
	 Shed #2 ▲ True North — Primary façade - - - - Secondary façade
	Non-Historic Features (all) • Rectangular building • Gable roof • Wood siding • Wood doors with half-light • Concrete slab

Change can be considered at:	Change should be avoided at:
• Shed #2 can remain as is, be repaired, be altered, or demolished • Alterations and new construction should be compatible with the overall character of the historic site • If demolished to make room for new construction, new construction should be further set back from Shed #1, towards the west and north.	• None

Key Historic Features		Orientation
Square plan Hipped roof with overhanging eaves Wood siding  Wood windows Wood door		The Valet Shelter is located on the northeast side of the Cordenio Severance House (see Fig. 2). This structure was formerly a cupola on the roof of the Cordenio Severance House.
Historic Features		Non-Historic Features
- Rectangular-shaped structure - Hipped roof with overhanging eaves		Concrete slab
Change can be considered at:		Change should be avoided at:
- The Valet Shelter could be relocated if desired - Accessibility improvements		- Existing key historic features (all) - Altering or expanding the shape of the shelter should be avoided - Roof shape - Door and window openings - Painted wood siding should remain painted

Key Historic Features		Orientation
 Partial-height concrete walls Straight and curved walls Square posts		The Garden Wall is located on the southwest side of the Cordenio Severance House (see Fig. 2)
Historic Features		Non-Historic Features
• Straight and curved walls • Partial-height concrete walls with square posts		• Concrete slab
Change can be considered at:		Change should be avoided at:
• New balustrade matching or similar to the historic can be constructed if desired • New wood trellises matching or similar to the historic can be constructed at historic locations on the west and south sides if desired • Light fixtures can remain, be relocated, or be salvaged on site		• Existing key historic features (all) • Straight and curved wall shapes • Height of posts • Unpainted concrete should not be painted

Orientation	
	The Ice House Foundation is located on the north side of the Garage (see Fig. 2)
	Non-Historic Features (all) • Stone/concrete rubble foundation
Change can be considered at:	Change should be avoided at:
• The Ice House Foundation can remain as is, be repaired, be altered, or demolished • Alterations and new construction should be compatible with the overall character of the historic site • If demolished to make room for new construction, new construction should be set back from the primary façades of the Garage and Shed #1	• None

**Orientation**

The Wood Trellis is located to the west of the Garden Wall (see Fig. 2)

Non-Historic Features (all)

- Wood trellis

Change can be considered at:

- The Wood Trellis can remain as is, be repaired, be relocated, or be demolished

Change should be avoided at:

- None

**Orientation**

Planters are located on the west side of the Cordenio Severance House and within/on the west side of the Garden Wall (see Fig. 2)

Non-Historic Features (all)

- Metal/concrete planters

Change can be considered at:

- Planters can remain as is, be repaired, be relocated, or be demolished

Change should be avoided at:

- None

Orientation	
	Wood fences are located on the east side of the Gardener's Cottage and at the Ice House Foundation (see Fig. 2)
	Non-Historic Features (all)
	• Wood fences

Change can be considered at:	Change should be avoided at:
• Wood Fences can remain as is, be repaired, be relocated, or be demolished	• None

4.0 ALTERATIONS TO EXISTING RESOURCES

The following design guidelines pertaining to alterations to existing resources apply mostly to contributing buildings and structures (resources #1–#4, #6, #7, #9, #10). Section 4.1 provides general guidance for non-contributing resources that can tolerate greater changes (resources #5, #8, #11–#14).

4.1 General

- 4.1.1. Contributing resources should be maintained.
- 4.1.2. Non-contributing resources can be maintained or removed.
- 4.1.3. Historic features of contributing resources should be retained. In particular, key historic features should be prioritized for preservation (see Section 3.1).
- 4.1.4. Regular maintenance and repair are preferred over replacement of any historic features or materials.
- 4.1.5. Historic features that are beyond repair or missing should be replaced in kind to match the appearance, configuration, profiles, materials, and finish of the historic, if known. Replacement with substitute materials can be considered if the form and design of the substitute is compatible with the character of the contributing resource.
- 4.1.6. Non-historic features of contributing resources can remain as is, be repaired, be replaced, or be removed. If replaced, the replacement feature can (1) match the historic design, if known or (2) be a simpler version of the historic design, if known. If no evidence of the historic design exists, replacement features should be of a compatible design. If removed, any openings or damaged/missing historic materials at the façades of contributing resources should be patched matching the existing adjacent.
- 4.1.7. All features and materials of non-contributing resources are non-historic. These non-historic features can remain as is, be repaired, or be removed.

4.2 Setting and Shapes

- 4.2.1. The orientation, footprint, and setbacks of the contributing resources should be retained. Contributing resources should remain as distinct, free-standing resources.
- 4.2.2. The regular or irregular massing of contributing resources should be retained.

4.3 Wood

- 4.3.1. Historic wood siding and decorative trim should be preserved and retained to the greatest extent possible. Damaged wood should be repaired matching the existing. If replacement is required, the original profile should be replicated.
- 4.3.2. Painted wood siding can be repainted and should not be unfinished/exposed.

4.4 Stucco, Masonry, and Concrete

- 4.4.1. Historic stucco, masonry, and concrete should be preserved and retained to the greatest extent possible.
- 4.4.2. Deteriorated, loose, and damaged stucco, masonry, and concrete should be repaired following best practices for historic stucco, masonry, and concrete, including cleaning, repointing, patching, and repairing.
- 4.4.3. Replacement of existing masonry and concrete should only occur when masonry and concrete are damaged beyond repair or prevent the resource from being safe or weathertight. Replacement masonry and concrete should match the existing in size, color, texture, type, and profile.
- 4.4.4. Repointing should be done only where joints are deteriorated or missing. Repointing mortar should match the existing historic mortar in joint tooling, joint size, color, sand, and texture. The sand should match the sand in the historic mortar. The new mortar must have greater vapor permeability and be softer than the masonry units, and be as vapor permeable and as soft or softer than the historic mortar.
- 4.4.5. Cleaning and removal (environmental staining biological growth, graffiti, etc.) should be done using the gentlest means possible. Abrasive techniques should be avoided.
- 4.4.6. Previously unpainted masonry and concrete should not be painted.
- 4.4.7. Painted stucco can be repainted.

4.5 Porticos, Porches, and Entrances

- 4.5.1. The location and configuration of historic porticos, porches, and entrances should be retained. Historic materials should be retained and repaired matching the existing where damaged. Alterations should be avoided at the porticos of the Cordenio Severance House as these are key historic features.
- 4.5.2. Historic primary entrances should be retained and reused in their current locations at all façades. Historic secondary entrances should be retained and reused to the greatest extent possible. It is preferable to keep historic primary entrances functioning as primary entrances. Alternately, historic secondary entrances may be reused as primary entrances.
- 4.5.3. It is not recommended to substantially alter any historic primary entrance or secondary entrances at primary façades. Secondary entrances at secondary façades may be sensitively altered to meet project needs.
- 4.5.4. Non-historic entrances can be retained and repaired or removed and infilled to match the appearance of the adjacent façade.

- 4.5.5. New entrances should not be cut into the primary façades of contributing resources. New entrances should be minimal and limited to secondary facades to the greatest extent possible. When considering new entrance locations, conversion of existing window openings to door openings is preferred over creating new openings.
- 4.5.6. Modifications, such as adding new ramps or wheelchair lifts, might be necessary at the exterior to provide accessibility. When considering modifications for accessibility, interior locations for ramps and wheelchair lifts should also be considered, in order to find the location with the least impact to the resources' historic character.

4.6 Doors and Windows

- 4.6.1. Historic doors and windows should be retained and repaired along with their frames.
- 4.6.2. Replacement doors and windows will be considered if historic doors and windows cannot be repaired or if historic doors/windows have been previously removed.
- 4.6.3. Where historic doors or windows are missing, deteriorated beyond repair, or have infill materials, replacement doors/windows should match the historic configuration and materials as closely as possible based on photographic or other evidence. If no evidence of the historic design exists, replacement doors or windows should be of a compatible design.
- 4.6.4. Replacement doors and windows should be located in the original rough openings.
- 4.6.5. Replacement windows should replicate historic window operation to the extent possible.
- 4.6.6. Acceptable replacement door and window materials generally include wood or metal-clad wood for historic wood doors and windows.
- 4.6.7. True divided lights are recommended when replacing a divided light door or window. Where true divisions are not possible, applied muntins, with an interstitial spacer will be considered. Internal muntins, sandwiched between two layers of glass alone, are not allowed.
- 4.6.8. The installation of storefront systems is not compatible with the historic use of the contributing resources and should be avoided.
- 4.6.9. Where historic doors are not reused, they should remain in place and be fixed shut instead of being removed.
- 4.6.10. Non-historic door openings may be removed or modified. Replacement doors for non-historic openings may be a similar, but simpler version of the historic doors or a contemporary, but compatible and differentiated design may be proposed.
- 4.6.11. Doors and windows should not be blocked or obscured from the interior or exterior.

- 4.6.12. Doors and windows should have clear glass.
- 4.6.13. It is generally not appropriate to introduce additional window openings to contributing resources that have numerous historic openings, such as the Cordenio Severance House, the Gardener's Cottage, and the Garage. Creating additional openings at the primary façades of these buildings will not meet the Standards.
- 4.6.14. It may be permissible to create new openings on the less-visible, secondary facades of contributing resources: the west façade of the Cordenio Severance House, the north and west façades of the Gardener's Cottage, and the north and south façades of the Garage. New openings should be located back from the primary façades. The opening should be appropriately sized with similar proportions to existing entries. Windows in new openings should not create a false sense of history by replication of historic window details.
- 4.6.15. It is not recommended to create additional window openings at the Barn, Shed #1, or the Chicken Coop. Although not recommended, it might be acceptable to create a few appropriately-sized window openings at the north or east façades of the Barn, the north façade of Shed #1, or the north and south façades of the Chicken Coop.

4.7 Roofs

- 4.7.1. Historic roof forms, cornices, and overhanging eaves should be retained to maintain the visual character of contributing resources.
- 4.7.2. The profile of the historic cornices, overhanging eaves, and parapets should not be destroyed or changed through additions or modifications.
- 4.7.3. Historic cornices, overhanging eaves, parapets, and coping materials should be replaced only when necessary and should match the historic in design and materials.
- 4.7.4. Insulation could be added to the roofs to improve energy efficiency. At the low-sloped roof of the Garage, insulation may be installed on top of the roof deck and concealed below new roofing materials. At other contributing resources with gable or gambrel roofs, it may be feasible to provide insulation at the underside of the roof.
- 4.7.5. Any new roof drainage system should be designed and installed with the least amount of impact to contributing resources.
- 4.7.6. When repairing or replacing the roofing system, protect historic architectural roof features such as brick chimneys and dormer windows.

4.8 Canopies, Awnings, and Balconies

- 4.8.1. Retain and repair the historic metal canopy of the Cordenio Severance House according to best practices.

- 4.8.2. It is generally not recommended to provide new awnings or canopies in the absence of historic precedent.
- 4.8.3. Balconies are generally not appropriate for contributing buildings, as they were not present historically. The creation of a few small balconies at the secondary, west façade of the Cordenio Severance House can be considered.

4.9 Signage and Light Fixtures

- 4.9.1. Non-historic signage materials can remain or be replaced with new signage.
- 4.9.2. New signage may be created at new locations if desired. New signage should be compatible with the historic character and materials of the site. New signage should not create a false sense of history and should be distinguished as contemporary.
- 4.9.3. Internally-lit signs are generally not appropriate.
- 4.9.4. Historic exterior light fixtures should be retained.
- 4.9.5. Non-historic exterior light fixtures can remain or be removed.
- 4.9.6. New exterior light fixtures shall be compatible with, but differentiated from, the character of the contributing resources.
- 4.9.7. Location, size, and scale of new exterior light fixtures should be appropriate to the specific contributing resource on which fixtures are installed.
- 4.9.8. Lighting is generally appropriate over entrances, at signage, or between window openings.
- 4.9.9. Downlighting is preferred to uplighting.
- 4.9.10. Softened and subtle light quality is generally appropriate. Blinking or flashing lights should be avoided.

4.10 Mechanical Systems

- 4.10.1. It is generally acceptable to remove and replace existing building systems, particularly to meet current code requirements.
- 4.10.2. Mechanical penetrations should not be permitted in primary façades and should be avoided in secondary façades to the greatest extent possible. Mechanical penetrations through the roofs are preferred. Converting a window to a louvered opening on a secondary façade can be considered.
- 4.10.3. Mechanical equipment can be sensitively located on the ground near secondary façades. Mechanical equipment should not be installed in front of primary façades or obstruct historic porticos, porches, entrances, or windows.

- 4.10.4. Rooftop mechanical equipment is not appropriate at the Cordenio Severance House, Gardener's Cottage, Barn, Shed #1, and Chicken Coop, given the roof configuration and limited height of these resources.
- 4.10.5. Rooftop mechanical equipment could be considered at the rear, west side of the roof of the Garage if the non-historic wood-framed gable roof is removed to restore the historic flat/low-slope roof configuration. Any new mechanical units should be held back a minimum of fifteen feet (or one structural bay, whichever is greater) from the primary east façade and sensitively located to minimize the visual impact.

4.11 Demolition

- 4.11.1. Contributing resources should be maintained. Demolishing a contributing resource does not meet the Standards. When considering demolition of a contributing resource, the cumulative impact on the entire Cedarhurst property should be considered (see section 1.3 for more information).
- 4.11.2. If demolition of a contributing resource is considered, consult with a historic preservation consultant or other cultural resource management professional to ensure that any historic preservation regulatory requirements are met.
- 4.11.3. Non-historic additions (added to contributing resources after 1925) can be removed to restore the historic configuration, if desired (see Figs. 2-3). If the removal of the addition requires a new wall to close off the contributing resource, the new wall should match or be a simpler version of the historic design, if known.
- 4.11.4. Non-contributing resources can be removed, if desired.
- 4.11.5. Non-historic features and materials of contributing resources can be replaced with new features and materials matching or similar to the historic, if known (see Section 4.1 for more information).

5.0 NEW CONSTRUCTION

New construction should be designed to be compatible with existing contributing resources without competing with or detracting from the historic character of the site. The following design guidelines for new construction are intended to encourage design decisions that highlight and preserve the historic character of the site while allowing for design creativity, innovation, and flexibility.

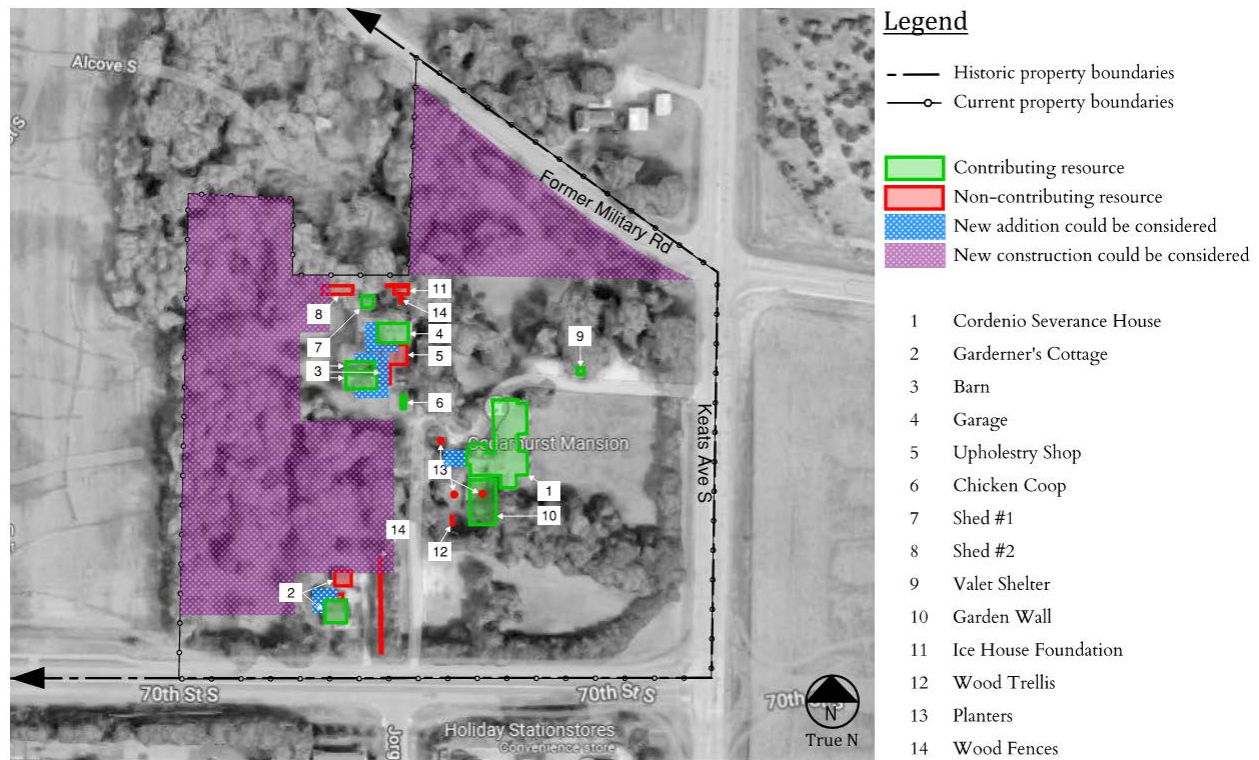


Figure 5: Site plan of Cedarhurst showing areas where new addition and construction could be considered (Google Maps, 07/29/2022).

5.1 General

- 5.1.1. It may be acceptable to add new construction to the site to satisfy new use and/or accessibility requirements. For any new construction/additions, consultation with city preservation staff is recommended early in the design process.
- 5.1.2. New construction should be sensitively located and have a size and scale that is appropriate for the contributing resources on the site. New construction should be subordinate to contributing resources – in other words, it should not compete in size, scale or design with the contributing resources. New construction that bears no relationship to the proportions and massing of a contributing resource will usually compromise its historic character. However, limitations on the size, scale, and design of new construction may be less critical the farther it is located from contributing resources.

- 5.1.3. New construction should preferably not be physically connected to contributing resources. If connected, new construction should minimize the impact on and removal of historic materials and features. For example, a simple, recessed, small-scale connecting link (“hyphen”) could be used to physically separate a new addition from a contributing resource.
- 5.1.4. New construction should not obstruct or remove key historic features of contributing resources such as porticos, porches, overhanging eaves, entrances, and windows.
- 5.1.5. New construction should be reversible, so that it could be removed in the future without impairing the integrity and form of contributing resources.

5.2 Location, Massing, and Design

- 5.2.1. The most appropriate locations for new construction are the western half of the site, to the west of the existing driveway, and/or the north side of the site, to the north of the driveway. New construction on the north side of the site should be preferably located near former Military Road and as far from the Cordenio Severance House as possible. Open spaces at the east and south sides of the Cordenio Severance House should remain open to the extent possible.
- 5.2.2. New construction should not obscure views of contributing resources, and especially their primary façades. New construction may obscure views of non-contributing resources.
- 5.2.3. New construction should not exceed the height of the Cordenio Severance House. New construction that features a higher roofline, that extends beyond the primary façades of the House or Gardener’s Cottage, or that has a significantly greater footprint than these buildings will generally not meet the Standards. Virtual renderings and visibility studies can help assess the visual impact of new construction on the site.
- 5.2.4. New construction should be simple in design and sympathetic to the contributing resources. The design should be differentiated from and compatible with the historic character of these resources. This means that new construction should take its design cues from, but not copy, the contributing resources. New construction that too closely resemble a contributing resource or is in extreme contrast to it would fall short of the balance between differentiation and compatibility.
- 5.2.5. New construction may include simplified architectural features that reflect, but do not duplicate, similar features on contributing resources. New construction should not attempt to replicate the design of contributing resources, so as not to create a false sense of history.
- 5.2.6. New construction should use building materials in the same color range as those of the contributing resources. The materials need not be the same as those on the contributing

resources, but they should be harmonious; they should not be so different that they stand out or distract from the contributing resources.

- 5.2.7. The size, rhythm, and alignment of new window and door openings should be based on those of contributing resources.

5.3 Rooftop Additions

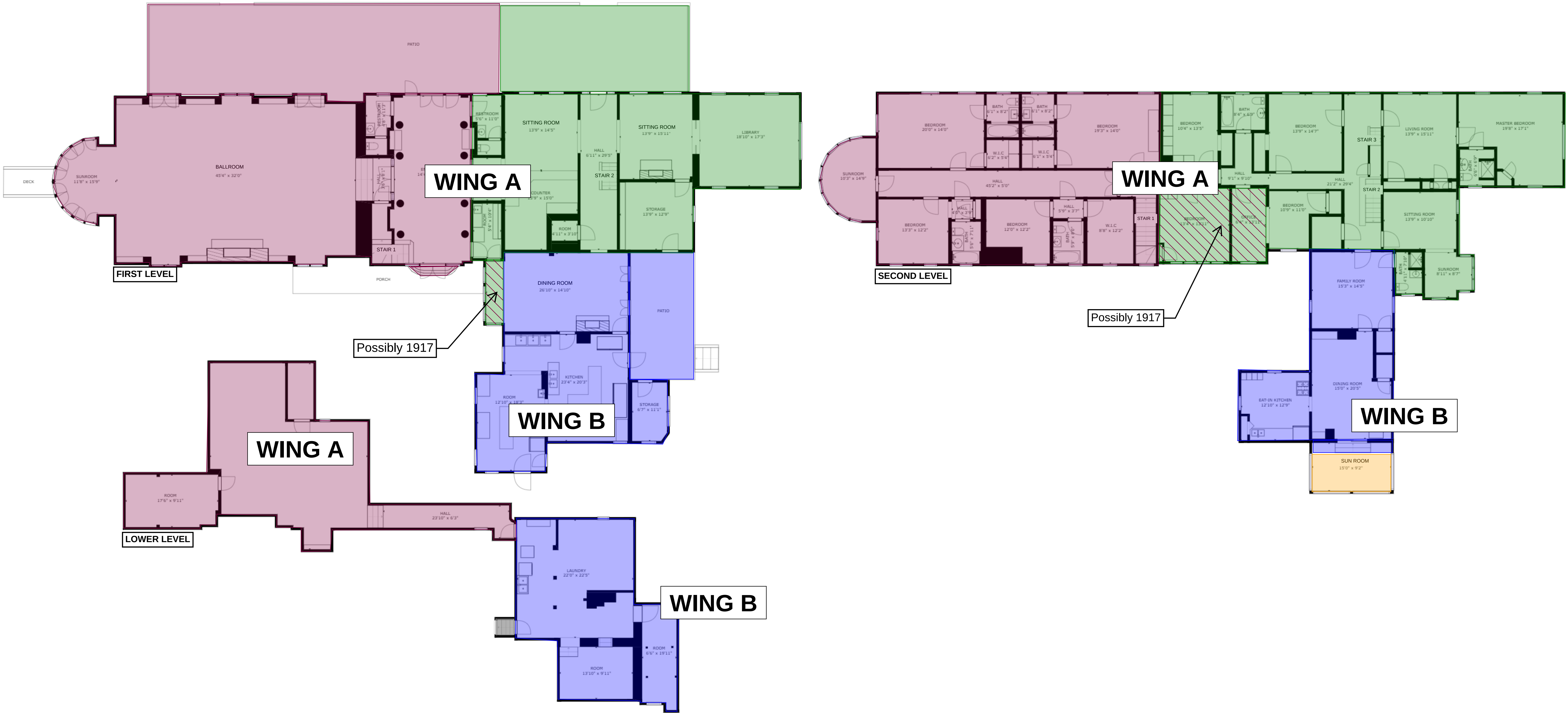
- 5.3.1. It may be acceptable to remove portions of the historic roof structure to accommodate new stairs and elevators. Openings should be minimal, are most appropriately located within structural bays (to minimize the amount of historic material to be removed), and should be located at least one structural bay back from the primary façades.
- 5.3.2. Vertical additions, rooftop additions, and roof decks are not appropriate at the Cordenio Severance House, Gardener's Cottage, or Barn, given the roof configuration and limited height of these buildings.
- 5.3.3. A roof deck could be considered at the rear, west side of the roof of the Garage if the non-historic wood-framed gable roof is removed to restore the historic flat/low-sloped roof configuration. Any new roof deck should be held back a minimum of fifteen feet (or one structural bay, whichever is greater) from the primary east façade, should be sensitively located to minimize the visual impact, and should not obstruct or alter the parapets.

Appendix A: Chronology of Development and Use

Date	Social History	Physical Development
c. 1867	Charles Fanning owns the property, which is occupied by Charles Fanning and his wife; Mr. and Mrs. Edwin Hart and daughter Mary (Charles's daughter, son-in-law, and granddaughter); and Fidelia Harriman and Mary Frances Harriman (Charles's daughter and granddaughter).	The original house is constructed.
By 1887	Fidelia Harriman inherits or acquires the property and 100 acres of surrounding land	
June 1889	Mary Harriman marries Cordenio Severance	
1889	Mary Severance inherits or acquire Cedarhurst, including the house and 100 acres of surrounding land	
c. early 1900s		The Gardener's Cottage and barn are constructed.
By 1901	The Severances own 158 acres of land surrounding Cedarhurst	
c. late 1800s/ early 1900s		Addition(s) are made to the original c. 1867 house.
1911		The garage is constructed.
By 1912	Severances own 547 acres of land surrounding Cedarhurst	
Between 1916 and 1932		At the west elevation of the Severance House, the second level is extended to create a sunroom. The rooftop cupola is removed.
1917		The final addition to the Severance House is constructed. The formal gardens at the south elevation are present by this date.
c. 1920s		An elevator is installed in the Severance House.
1925	Cordenio and Mary Severance die. Mary Severance's cousin Mary Zelch acquires Cedarhurst. It is unclear if Mary and her husband John ever reside at the property.	
1939	Minneapolis businessman Harvey Boomer and his wife Celia Boomer purchase Cedarhurst for use as a private	

Date	Social History	Physical Development
	residence.	
1946	Ownership of Cedarhurst passes to Celia Boomer.	
By 1950	Colonel Francis Markoe acquires Cedarhurst.	
Post-1959		A small stair enclosure is constructed at the north elevation of the Severance House.
1962	The Catholic Archdiocese of St. Paul acquires Cedarhurst, intending to utilize the site as an elderly living facility. This intended use was apparently never realized.	
Between 1973 and 1976	St. Paul florist Frederick Newman acquires Cedarhurst.	
1976	Cedarhurst is listed on the National Register of Historic Places.	
Post-1976		A wood deck is constructed at the west elevation of the Severance House.
1977	Jean and Ron Nienaber acquire Cedarhurst and utilize the property as event space and as the location of their catering and interior decorating businesses.	
1986		A ramp is installed at the north elevation of the Severance House.
1996		The ice house is razed.
c. 1997	Leyland Gohlike acquires Cedarhurst with the intent to utilize the site as a bed and breakfast, restaurant, and conference center.	
2001	Cedarhurst is acquired by the Thao family and utilized as event space for weddings, conferences, and other gatherings.	
2021	Three-Sixty Real Estate Solutions acquires Cedarhurst.	

Appendix B: Cordenio Severance House Development Diagram



- Presumed c. 1867 (Wing B)
- Presumed late 1800s/early 1900s (Wing A)
- Presumed 1917 (Wing A)
- 1916 - 1932
- Post-1925

Dates and extents of building additions/wings are approximate. Where possible, these diagrams are based on historic photographs. Some inferences have been made based on physical evidence.

Appendix C: Additional Resources

Preservation Briefs

<http://www.nps.gov/tps/how-to-preserve/briefs.htm>

- 1: Cleaning and Water-Repellent Treatments for Historic Masonry Buildings
- 2: Repointing Mortar Joints in Historic Masonry Buildings
- 3: Improving Energy Efficiency in Historic Buildings
- 4: Roofing for Historic Buildings
- 5: The Preservation of Historic Adobe Buildings
- 6: Dangers of Abrasive Cleaning to Historic Buildings
- 8: Aluminum and Vinyl Siding on Historic Buildings: The Appropriateness of Substitute Materials for Resurfacing Historic Wood Frame Buildings
- 9: The Repair of Historic Wooden Windows
- 10: Exterior Paint Problems on Historic Woodwork
- 14: New Exterior Additions to Historic Buildings: Preservation Concerns
- 15: Preservation of Historic Concrete
- 16: The Use of Substitute Materials on Historic Building Exteriors
- 17: Architectural Character—Identifying the Visual Aspects of Historic Buildings as an Aid to Preserving their Character
- 20: The Preservation of Historic Barns
- 22: The Preservation and Repair of Historic Stucco
- 24: Heating, Ventilating, and Cooling Historic Buildings: Problems and Recommended Approaches
- 25: The Preservation of Historic Signs
- 31: Mothballing Historic Buildings
- 32: Making Historic Properties Accessible
- 35: Understanding Old Buildings: The Process of Architectural Investigation
- 36: Protecting Cultural Landscapes: Planning, Treatment and Management of Historic Landscapes
- 37: Appropriate Methods of Reducing Lead-Paint Hazards in Historic Housing
- 38: Removing Graffiti from Historic Masonry
- 39: Holding the Line: Controlling Unwanted Moisture in Historic Buildings
- 43: The Preparation and Use of Historic Structure Reports
- 44: The Use of Awnings on Historic Buildings: Repair, Replacement and New Design
- 45: Preserving Historic Wooden Porches
- 47: Maintaining the Exterior of Small and Medium Size Historic Buildings

ITS Bulletins

<http://www.nps.gov/tps/standards/applying-rehabilitation/standards-bulletins.htm>

- 3: New Additions: New Additions to Mid-Size Historic Buildings
- 4: Exterior Doors: Inappropriate Replacement Doors
- 5: Exposed Interior Brick: Removing Interior Plaster to Expose Brick
- 9: Porches: Inappropriate Porch Alterations
- 10: Stair Tower Additions: Exterior Stair/Elevator Tower Additions
- 14: Adding New Openings: New Openings in Secondary Elevations or Introducing New Windows in Blank Walls
- 16: Loading Door Openings: New Infill for Historic Loading Door Openings
- 18: New Additions: New Additions to Mid Size Historic Buildings
- 21: Adding New Openings: Adding New Openings on Secondary Elevations
- 22: Adding New Openings: Adding New Entrances to Historic Buildings
- 23: Windows: Selecting New Windows to Replace Non-Historic Windows
- 26: Entrances and Doors: Entrance Treatments
- 27: Awnings: Adding Awnings to Historic Storefronts and Entrances
- 29: Garage Doors: Adding Vehicular Entrances and Garage Doors to Historic Buildings
- 33: Secondary Elevations: Alterations to Rear Elevations
- 36: Rooftop Additions
- 37: Rear Additions: Rear Additions to Historic Houses
- 38: Alterations Without Historical Basis
- 39: Site and Setting: Changes to Historic Site
- 41: Incompatible Alterations to the Setting and Environment of a Historic Property
- 47: Rooftop Additions on Mid-Size Historic Buildings
- 50: Reusing Special Use Structures
- 51: Installing New Systems in Historic Buildings
- 52: Incorporating Solar Panels in a Rehabilitation Project
- 53: Designing New Additions to Provide Accessibility
- 54: Installing Green Roofs on Historic Buildings
- 56: Alterations Without Historical Basis

Preservation Tech Notes

<http://www.nps.gov/tps/how-to-preserve/tech-notes.htm>

Exterior Woodwork

- 1: Proper Painting and Surface Preparation. Sharon Park, AIA. 1986.
- 2: Paint Removal from Wood Siding. Alan O'Bright. 1986.
- 4: Protecting Woodwork Against Decay Using Borate Preservatives. Ron Sheetz and Charles Fisher. 1993.

Masonry

- 4: Non-destructive Evaluation Techniques for Masonry Construction. Marilyn E. Kaplan, Marie Ennis and Edmund P. Meade. 1997.

Metals

- 6: Repair and Reproduction of Metal Canopies and Marquees with Glass Pendants. Lauren Van Damme and Charles E. Fisher. 2006.

Temporary Protection

- 3: Protecting A Historic Structure during Adjacent Construction. Chad Randl. 2001.

Windows

- 1: Planning Approaches to Window Preservation. Charles Fisher. 1984.
- 3: Exterior Storm Windows: Casement Design Wooden Storm Sash. Wayne Trissler and Charles Fisher. 1984.
- 4: Replacement Wooden Frames and Sash. William Feist. 1984.
- 5: Interior Metal Storm Windows. Laura Muckenfuss and Charles Fisher. 1984.
- 6: Replacement Wooden Sash and Frames With Insulating Glass and Integral Muntins. Charles Parrott. 1984.
- 7: Window Awnings. Laura Muckenfuss and Charles Fisher. 1984.
- 9: Interior Storm Windows: Magnetic Seal. Charles Fisher. 1984.
- 10: Temporary Window Vents in Unoccupied Historic Buildings. Charles Fisher and Thomas Vitanza. 1985.
- 11: Installing Insulating Glass in Existing Wooden Sash Incorporating the Historic Glass. Charles Fisher. 1985.
- 14: Reinforcing Deteriorated Wooden Windows. Paul Stumes, P.Eng 1986.
- 16: Repairing and Upgrading Multi-Light Wooden Mill Windows. Christopher W. Closs. 1986.

PERMANENT HYDRANT ACCESS EASEMENT

THIS PERMANENT HYDRANT ACCESS EASEMENT AGREEMENT (“Easement”) is made, granted and conveyed this _____ day of _____, 2025, by and between Bellagala LLC, a Minnesota limited liability company (“Landowner”), and the City of Cottage Grove, a Minnesota municipal corporation (“City”).

PROPERTY DESCRIPTION

Landowner owns real property in Washington County, Minnesota, legally described on Exhibit A (the “Landowner’s Property”).

PERMANENT EASEMENT DESCRIPTION

The Landowner in consideration of the sum of One Dollar and other good and valuable consideration to them in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns the following:

A permanent non-exclusive easement for the purpose of providing access to the hydrant which will be installed upon the Landowner’s Property (the “Hydrant”), and all such purposes ancillary, incident or related thereto (“Permanent Easement”), under, over, across, through and upon those portions of the Landowner’s Property used from time to time by Landowner as common areas, depicted on the attached Exhibit B (“Permanent Easement Area”), as necessary to allow the City to access the Hydrant.

EXEMPT FROM STATE DEED TAX

The rights of the City also include the right of the City, its contractors, agents and servants to enter upon the Permanent Easement Area at all reasonable times for the purposes of accessing the Permanent Easement for Hydrant flushing and Hydrant valve operating, as necessary, and to remove obstructions interfering with the location use and maintenance of the Permanent Easement. Landowner has the right to use the Permanent Easement Area for other purposes, subject to the terms

and conditions contained herein. The use of the Permanent Easement Area by the City and its agents shall not unreasonably interfere with the use of the Permanent Easement Area as a common area, and the City and its agent shall access the Hydrant in a manner that does not unreasonably interfere with the use of the Landowner's Property by the Landowner or its tenants.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Permanent Easement Area or the Landowner's Property prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner or its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statutes, Chapter 466.

The Landowner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the Landowner's Property described above and the Permanent Easement Area described above and depicted on Exhibit A and has good right to grant and convey the Permanent Easement herein to the City.

This Easement is binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.

This Easement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

[The remainder of the page was intentionally left blank.]

IN TESTIMONY WHEREOF, the parties have caused this Easement to be executed as of the day and year first above written.

CITY:
CITY OF COTTAGE GROVE

By: _____
Myron Bailey
Mayor

By: _____
Tamara Anderson
City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

On this ____ day of _____, 2025, before me a Notary Public within and for said County, personally appeared Myron Bailey and Tamara Anderson to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and the City Clerk of the City of Cottage Grove, the Minnesota municipal corporation named in the foregoing instrument, and that it was signed on behalf of said municipal corporation by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

Notary Public

**LANDOWNER:
BELLAGALA LLC**

By: [Signature]
Name: John Maleitzke
Its: COO

STATE OF Minnesota)
COUNTY OF Ramsey) SS.

On this 8th day of August, 2025, before me a Notary Public within and for said County, personally appeared John Jason Maleitzke to me personally known, who being by me duly sworn, did say that s/he is the C.O.O. of Bellagala LLC, a Minnesota limited liability company, on behalf of said company.



[Signature]
Notary Public

**THIS INSTRUMENT DRAFTED BY AND
AFTER RECORDING PLEASE RETURN TO:**

Korine Land, #262432
LeVander, Gillen, & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Real property situated in the City of Cottage Grove, County of Washington, State of Minnesota, legally described as follows:

Tract "A", of REGISTERED LAND SURVEY NO. 63, EXCEPT, the South 436.6 feet of the West 300 feet of said Tract "A", according to the plat thereof on file and of record in the office of the Registrar of Titles of Washington County, Minnesota, subject to easements, restrictions and reservations of record.

TOGETHER WITH an easement for the underground drainage of sewage through underground pipes, lines and disposal facilities lying under the East One Hundred Forty-five (E 145) feet of the South Forty (S 40) feet of the North Two Hundred Ten (N 210) feet of said South 436.6 feet of the West 300.00 feet of said Tract "A" of REGISTERED LAND SURVEY NO. 63, said easement to continue until existing underground pipes, lines and disposal facilities require repair, and then terminating.

Torrens Property

Certificate of Title: 80276

PID: 0302721440001

The site plan shows a large rectangular area with several buildings and parking lots. A central building is labeled 'PROPOSED DO PROPOSED LA'. To its left is a parking lot with several spaces. To the right of the central building is another parking lot. An 'ACCESS DRIVE' runs along the top and right sides of the site. A 'HYDRANT' is located near the top center. 'ABANDONED SITES' are indicated by dashed lines and circles. The plan also shows a road on the left with a 'VWS' and 'SS' marking. A north arrow and a scale bar (0 to 80 feet) are located in the bottom right corner.

WIDSETH ARCHITECTS • ENGINEERS • INTERIORS • PLANNING	DESIGNED BY JSA	DATE 1/1/2010	BY JSA	PROJECT CEDARHURST
	CHECKED BY JSA	DATE 1/1/2010	BY JSA	PROJECT CEDARHURST
PROJECT CEDARHURST		SITE PLAN EXHIBIT		

1

PROJECT # 2009-0001

(Reserved for Recording Data)

STORMWATER MANAGEMENT FACILITIES AGREEMENT

This Stormwater Management Facilities Agreement (“Agreement”) is made, entered into and effective this ____ day of _____, 2025, by and between the City of Cottage Grove, a Minnesota municipal corporation (“City”) and Bellagala LLC, a Minnesota limited liability company (“Bellagala”).

WHEREAS, the Bellagala owns the following real property situated within Washington County, Minnesota legally described on Exhibit A, attached hereto and incorporated herein (“the Property”)

WHEREAS, Bellagala has obtained the approval from the City to use a portion of the Properties for a Stormwater Management Facilities; and

WHEREAS, as used herein, the term “Stormwater Management Facilities” may refer to water quality and/or water quantity facilities (i.e. detention basins, retention basins, swales, pipes, oil/water separators, sand filtering devices, infiltration facilities, sump structures, etc.) which are located on the Properties; and

WHEREAS, the City has required that the Bellagala make provision for the construction, maintenance and repair of the Stormwater Management Facilities located within the boundaries of the Properties as the same is described and depicted in the construction plans approved by the City Engineer and on file with the City (“Plans”); and

WHEREAS, the City and Bellagala desire to set forth their understanding with respect to the construction, repair and maintenance of the Stormwater Management Facilities and the responsibility relating to the costs of the repair and maintenance of the Stormwater Management Facilities.

NOW THEREFORE, in consideration of the foregoing facts and circumstances, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Construction and Maintenance of Stormwater Management Facilities. The Bellagala agrees to construct the Stormwater Management Facilities according to the Plans and repair and maintain the Stormwater Management Facilities at its sole cost and expense. Maintenance of the Stormwater Management Facilities shall mean an annual inspection, and certification, by a qualified individual or company acceptable to the City that the stormwater system is functioning in accordance with the approved Plans. If, as a result of an inspection by a qualified individual or company acceptable to the City or City staff, it is determined that the Stormwater Management Facilities (1) has not been maintained; or (2) is not functioning as originally designed and intended; or (3) is in need of repair, the Bellagala agrees to restore the Irrigation System so that it functions as it was designed and intended. Subject to Section 5 below, Bellagala shall be solely responsible for the repair and maintenance of the Stormwater Management System and shall provide a copy of the required annual inspection report to the City. If the required annual inspection report is not submitted to the City by September 30th of each year, the Bellagala shall provide the City with the right to enter onto the property to conduct the annual inspection.

2. Bellagala's Default. In the event of default by the Bellagala as to any of the work to be performed by it hereunder, following at least thirty (30) days prior written notice and Bellagala's failure to cure such default within such time-frame, except in an emergency as determined by the City, the City may, at its option, perform the work and the Bellagala shall promptly, following receipt of an invoice and reasonable substantiation of such costs, reimburse the City for any reasonable out-of-pocket expense incurred by the City. This Agreement is a license for the City to act when so authorized under this Agreement, and it shall not be necessary for the City to seek a Court order for permission to enter the Properties. When the City does any such work, the City may, in addition to its other remedies, assess the reasonable out-of-pocket cost in whole or in part.

3. Future City Policy. Notwithstanding anything contained in this Agreement to the contrary, in the event the City shall in the future establish a policy for repair and maintenance by the City of Stormwater Management Facilities owned by private parties located elsewhere in the City under which policy the costs of such repair and maintenance are to be paid either out of general City revenues or by collection of utility or service fees or charges, then any owner of any portion of the Properties shall be entitled to petition the City for the inclusion of the Stormwater Management Facilities under such repair and maintenance program. The recording of a certified copy of the Resolution of the City Council of the City which sets forth the consent and authorization described in the foregoing sentence shall serve to terminate this Agreement, without further action on the part of any party hereto.

4. Changes to Site Configuration or Stormwater Management Facilities. If site configurations or Stormwater Management Facilities change, causing decreased effectiveness of Stormwater Management Facilities, new or improved Stormwater Management Facilities must be implemented to ensure the conditions for post-construction stormwater management continue to be met.

5. Exempt from Watering Restrictions. Because this Agreement is necessary in order for Bellagala to comply with stormwater management requirements, Bellagala shall not be required to comply with the City's watering restrictions in City Code Section 8-1-10.B.

6. Terms and Conditions. The terms and conditions of this Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective successors and assigns.

7. Bellagala Warranty. Bellagala warrants and represents the following to the City and acknowledges that this Agreement has been duly executed and delivered and constitutes the legal, valid and binding obligation of Bellagala enforceable in accordance with its terms. The party signing on behalf of the Bellagala has been duly authorized by the entity to sign the Agreement and bind the entity. Bellagala has been duly formed under the laws of the State of Minnesota and is in good standing under the laws of the jurisdiction in which the Properties are located, is duly qualified to transact business in the jurisdiction in which the Properties are located, and has the requisite power and authority to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Bellagala pursuant hereto. This Agreement and the documents and instruments required to be executed and delivered by Bellagala pursuant hereto have each been duly authorized by all necessary action on the part of Bellagala and such execution, delivery and performance does and will not conflict with or result in a violation of Bellagala's organizational agreement or any judgment or order. The execution, delivery and performance by Bellagala of this Agreement will not (a) violate any provision of any law, statute, rule or regulation or any order, writ, judgment, injunction, decree, determination or award of any court, governmental agency or arbitrator presently in effect having applicability to Bellagala, or (b) result in a breach of or constitute a default under any indenture, loan or credit agreement or any other agreement, lease or instrument to which Bellagala is a party or by which it or any of its properties may be bound.

8. Amendment and Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

11. Consent. Bellagala consents to the recording of this Agreement.

12. Indemnification and Limitation of Liability.

13. Notice. Notice shall mean notices given by one party to the other if in writing and if and when delivered or tendered: (i) in person; (ii) by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, or (iii) by proper and timely delivery to an overnight courier service addressed by name and address to the party or person intended addressed as follows:

If to Bellagala: Bellagala LLC
Attn: Chief Operating Officer
15102 Minnetonka Industrial Rd.
Minnetonka, MN 55345

[The remainder of this page was intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the day and year first above written.

CITY:
CITY OF COTTAGE GROVE

By: _____
Myron Bailey
Its Mayor

By: _____
Tamara Anderson
Its City Clerk

STATE OF MINNESOTA)
)
COUNTY OF WASHINGTON) ss.

On this _____ day of _____, 2025, before me a Notary Public within and for said County, personally appeared Myron Bailey and Tamara Anderson to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Cottage Grove, the municipality named in the foregoing instrument, and that the said instrument was signed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

BELLAGALA:
BELLAGALA LLC

By: [Signature]
Name: John Maleitzke
Its: CEO

STATE OF Minnesota)
COUNTY OF Ramsey) SS.

On this 8th day of August, 2025, before me a Notary Public within and for said County, personally appeared John Jason Maleitzke to me personally known, who being by me duly sworn, did say that s/he is the CEO of Bellagala LLC, a Minnesota limited liability company, on behalf of said company.



[Signature]
Notary Public

This instrument drafted by
And after recording, please return to:
Korine Land, #262432
LeVander, Gillen, & Miller, P.A.
1305 Corporate Center Dr., Suite 300
Eagan, MN 55121
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Real property situated in the City of Cottage Grove, County of Washington, State of Minnesota, legally described as follows:

Tract "A", of REGISTERED LAND SURVEY NO. 63, EXCEPT, the South 436.6 feet of the West 300 feet of said Tract "A", according to the plat thereof on file and of record in the office of the Registrar of Titles of Washington County, Minnesota, subject to easements, restrictions and reservations of record.

TOGETHER WITH an easement for the underground drainage of sewage through underground pipes, lines and disposal facilities lying under the East One Hundred Forty-five (E 145) feet of the South Forty (S 40) feet of the North Two Hundred Ten (N 210) feet of said South 436.6 feet of the West 300.00 feet of said Tract "A" of REGISTERED LAND SURVEY NO. 63, said easement to continue until existing underground pipes, lines and disposal facilities require repair, and then terminating.

Torrens Property
Certificate of Title: 80276

PID: 0302721440001

CITY OF COTTAGE GROVE, MINNESOTA
ORDINANCE NO. 1103

**AN ORDINANCE FOR THE CITY OF COTTAGE GROVE, MINNESOTA
AMENDING CITY CODE TITLE 11-1-3, ZONING MAP, VIA REZONING
CERTAIN PROPERTY IN SECTION 3 FROM AG-2, AGRICULTURE
TO R-3, SINGLE FAMILY RESIDENTIAL DISTRICT**

The City Council of the City of Cottage Grove, Washington County, Minnesota, does ordain as follows:

SECTION 1. AMENDMENT. The City of Cottage Grove's Official Zoning Map as referenced in Section 11-1-3 of the "Code of the City of Cottage Grove," County of Washington, State of Minnesota, shall be amended by rezoning 10.1 acres of land legally described below from AG-2, Agriculture, to MU, Mixed Use:

Tract "A" of Registered Land Survey No. 63, EXCEPT the South 436.6 feet of the West 300.0 feet thereof, as surveyed and filed in the office of the Registrar of Titles in and for Washington County, Minnesota. Subject to right of way of County Road No. 22.

Together with an easement for underground drainage of sewage through underground pipes, lines and disposal facilities lying under the East 145 feet of the South 40 feet of the North 210 feet of said South 436.6 feet of the West 300.0 feet of said Tract "A" of Registered Land Survey No. 63, said easement to continue until existing underground pipes, lines and disposal facilities require repair, and then terminating.

Commonly known as 6940 Keats Avenue South, Cottage Grove, Washington County, State of Minnesota.

SECTION 2. REZONING. The Official Zoning Map shall be amended by changing the zoning classification of the 10.1 acres of land legally described above from AG-2, Agriculture, to MU, Mixed Use, based on the following findings:

- A. The Future Land Use Map in the 2040 Comprehensive Plan identifies the future land use of the subject property as Low Density Residential.
- B. The proposed MU, Mixed Use District, and its development standards, is consistent with the proposed mixed use land use designation in the Future Land Use Map of the City's 2040 Comprehensive Plan.

SECTION 3. SUMMARY PUBLICATION. Pursuant to Minnesota Statutes Section 412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance is available without cost at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire Official Zoning ordinance:

"The City of Cottage Grove's Official Zoning Map (City Code Title 11-1-3) shall be amended by rezoning 10.1 acres of land generally located east of the Eastridge Woods development, south of the Glacial Valley development, and north of the Almar Village development, from AG-2, Agriculture, to MU, Mixed Use."

SECTION 4. EFFECTIVE DATE. This ordinance amendment shall be in full force and effective from and after adoption and publication according to law.

Passed this 20th day of August 2025.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2025-112

**A RESOLUTION APPROVING A HISTORIC CONDITIONAL USE PERMIT TO OPERATE
AN EVENT CENTER/WEDDING VENUE AT 6940 KEATS AVENUE SOUTH**

WHEREAS, Bellagala applied for a historic conditional use permit to operate an event center/wedding venue, on a property which is on the National Register of Historic Places and the City's Register of Historic Sites and Landmarks legally described below:

Tract "A" of Registered Land Survey No. 63, EXCEPT the South 436.6 feet of the West 300.0 feet thereof, as surveyed and filed in the office of the Registrar of Titles in and for Washington County, Minnesota. Subject to right of way of County Road No. 22.

Together with an easement for underground drainage of sewage through underground pipes, lines and disposal facilities lying under the East 145 feet of the South 40 feet of the North 210 feet of said South 436.6 feet of the West 300.0 feet of said Tract "A" of Registered Land Survey No. 63, said easement to continue until existing underground pipes, lines and disposal facilities require repair, and then terminating.

Commonly known as 6940 Keats Avenue South, Cottage Grove, Washington County, State of Minnesota.

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

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

WHEREAS, the public hearing was open for public testimony. No public testimony was received. The applicant attended the public hearing and staff 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 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 historic conditional use permit to operate an event center/wedding venue, on a property which is on the National Register of Historic Places and the City's Register of Historic Sites and Landmarks legally described above.

BE IT FURTHER RESOLVED, approval of the historic conditional use permit is subject to the conditions below:

1. All proposed improvements shall be in alignment as approved by the City with the guidelines established in the New History Cordenio Severance House Historic Site Design Guidelines report.
2. All applicable permits (i.e.; building, electrical, grading, mechanical, right-of-way) must be completed, submitted, and approved by the City prior to the commence-

ment of any construction activities. Detailed construction plans must be reviewed and approved by the Building Official or City Engineer.

3. The hours of operation shall be no later than ten o'clock (10:00) P.M. on Sunday through Thursday and twelve o'clock (12:00) A.M. on Friday and Saturday. Indoor amplified sound shall cease after twelve o'clock (12:00) A.M. and outdoor amplified sound shall cease after ten o'clock (10:00) P.M.
4. The applicant shall obtain all required liquor use licenses required by the City Clerk.
5. The applicant shall have all required insurance coverage in place in association with all permitted uses and shall have the city named as an additional insured entity as required and approved by the City Clerk.
6. Any modifications or expansion of/to the improvements proposed in the narrative dated 6/3/2025 shall be reviewed administratively by City staff provided the proposed improvements align with the New History Guidelines, or shall be reviewed by the ACHP as determined by staff.
7. All City and State noise standards shall apply to the site and operation. If the City receives noise complaints, the property owner must bring the noise on the site into compliance immediately upon notification by the City.
8. The standard City and State nuisance ordinance shall apply to the site and operations. If the City receives complaints, the property owner must bring the site into compliance upon notification by the City.
9. Repeat violations related to parking, noise, the licensed use, or HCUP permit criteria will require additional review of the Historic Places Conditional Use permit by the City Council, with possible revocation of the conditional use permit as a remedy.

Passed this 20th day of August 2025.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2025-113

**A RESOLUTION APPROVING A SITE PLAN REVIEW FOR IMPROVEMENTS TO THE
MANSION AND SITE AND AN ADDITION TO THE MANSION LOCATED AT
6940 KEATS AVENUE SOUTH FOR USE AS A WEDDING AND EVENT CENTER**

WHEREAS, Bellagala applied for site plan review for improvements to the site and the Mansion and an addition to the Mansion for use as a wedding and event center, for the property legally described below:

Tract "A" of Registered Land Survey No. 63, EXCEPT the South 436.6 feet of the West 300.0 feet thereof, as surveyed and filed in the office of the Registrar of Titles in and for Washington County, Minnesota. Subject to right of way of County Road No. 22.

Together with an easement for underground drainage of sewage through underground pipes, lines and disposal facilities lying under the East 145 feet of the South 40 feet of the North 210 feet of said South 436.6 feet of the West 300.0 feet of said Tract "A" of Registered Land Survey No. 63, said easement to continue until existing underground pipes, lines and disposal facilities require repair, and then terminating.

Commonly known as 6940 Keats Avenue South, Cottage Grove, Washington County, State of Minnesota.

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

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

WHEREAS, the public hearing was open for public testimony. No public testimony was received. The applicant attended the public hearing and staff 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 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 site plan review for improvements to the site and the Mansion and an addition to the Mansion for use as a wedding and event center on the parcel legally described above.

BE IT FURTHER RESOLVED, approval of the site plan review is subject to the conditions below:

1. If it is determined by the City or County Engineer that the access to 70th Street does not function efficiently and/or poses a safety concern, the City and/or County Engineer may determine a driveway connection to the old Military Road access in the northeast corner of the site shall be constructed to provide full access to the site.

2. A cross-access and maintenance driveway agreement shall be recorded against both 9912 70th Street and 6940 Keats Avenue for the shared access driveway from 70th Street prior to the issuance of a certificate of occupancy for the Mansion.
3. A turf reinforcement mat or similar system as approved by the City Engineer shall be installed on the unpaved parking areas within the southeast corner. At such time as determined by the City Engineer, the parking surface is not functioning, it shall be replaced with a material approved by the City Engineer.
4. A 20-foot wide paved or Class V surface shall be provided for the access driveways aligning with Fire Code standards and approved by the City Fire Marshal.
5. Should additional redevelopment, development, and/or improvements be proposed on the site, stormwater standards shall be reevaluated and approved by the City Engineer.
6. A demolition permit is required to be secured prior for the removal of any building from the site.
7. A minimum of 79 parking stalls shall be maintained on the site at all times, including proof of parking or unimproved parking areas as reviewed and approved by the City.
8. The proposed 12 proof of parking spaces on the west side of the driveway from 70th Street are permitted to remain as grass or unimproved until such time as determined by the City Engineer that an improved surface is required for those proof of parking spaces.
9. All parking for events held at 6940 Keats Avenue shall be parked on/at 6940 Keats Avenue.
10. A separate building permit shall be required for any type of sign proposed on the property and shall meet the standards in Title 12: Sign Regulations.
11. All outdoor seating areas shall be setback at least 150 feet from the nearest residential property line and shall be arranged in a manner so as not to compromise safety. Seating shall not obstruct any entrances or exits or be located on landscaping or parking areas.
12. The Applicant shall complete a photometric plan showing compliance with lighting standards. Lighting shall be provided as necessary for security, safety, and traffic circulation. All light poles shall be a maximum of twenty feet (20') in height. All lighting shall be downward directed with flush lens, and reflected glare of spill light shall not exceed 0.5 foot-candle as measured on the property line when abutting any residential parcel.
13. A right-of-way permit shall be required for work within the City or County right-of-way.
14. A grading permit shall be required prior to work on the site.

15. A private utility and access agreement shall be recorded against both properties (6940 Keats Avenue and 9912 70th Street) for the private water and sewer installed through the parcel at 9912 70th Street for 6940 Keats Avenue prior to issuance of a certificate of occupancy for the Mansion.
16. A permanent hydrant access easement shall be recorded for the purpose of ensuring City access to the hydrant being relocated onto the property of 6940 Keats Avenue.
17. A stormwater management facilities agreement shall be recorded between the property owner and the City for the construction, repair, and maintenance of the required stormwater facilities.
18. Area charges required as outlined in the report above shall be paid prior to the issuance of a building permit based off one acre. If the property at 6940 Keats Avenue is proposed for additional development or redevelopment, area charges and connection fees for the remaining acres (9.010acres) shall be required to be paid at that time prior to the issuance of any building permits.
19. Installation of landscaping shall occur in a timely fashion and be consistent with the approved plan dated 6/27/2025 or amendments as approved by the Planning Division. Prior to the issuance of a building permit, a letter of credit in the amount of 150 percent of the landscaping estimate (trees and shrubs) shall be submitted to the City as required by Ordinance. The financial guarantee shall be held until all required plantings are installed. After installation, the Planning Department shall conduct an inspection to verify compliance with the landscape plan. If the inspection is approved, 50 percent of the financial guarantee shall be released. One year from the date of the initial inspection, a follow-up inspection shall be conducted to verify survivability. If the follow-up inspection is approved, the remainder of the financial guarantee shall be released.
20. Trash enclosure areas shall meet the standards in City Code Title 11-3-8.
21. The property shall be inspected by the City Fire Marshal and all requirements arising from the inspection shall be completed prior to the commencement of any permitted activities.
22. The property shall be inspected by the Washington County Health Department, and all requirements arising from the inspection shall be completed prior to the commencement of any licensed activities.

Passed this 20th day of August 2025.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

CITY OF COTTAGE GROVE, MINNESOTA
ORDINANCE NO. 1104

**AN ORDINANCE FOR THE CITY OF COTTAGE GROVE, MINNESOTA
AMENDING CITY CODE TITLE 11-1-3, ZONING MAP, VIA REZONING
CERTAIN PROPERTY IN SECTION 3 FROM AG-2, AGRICULTURE
TO R-3, SINGLE FAMILY RESIDENTIAL DISTRICT**

The City Council of the City of Cottage Grove, Washington County, Minnesota, does ordain as follows:

SECTION 1. AMENDMENT. The City of Cottage Grove's Official Zoning Map as referenced in Section 11-1-3 of the "Code of the City of Cottage Grove," County of Washington, State of Minnesota, shall be amended by rezoning 3.01 acres of land legally described below from AG-2, Agriculture, to R-3, Single Family Residential:

The South 436.6 feet of the West 300.0 feet of Tract "A" of Registered Land Survey No. 63, as surveyed and filed in the office of the Registrar of Titles in and for Washington County, Minnesota. Subject to right of way of County Road No. 22.

Subject to an easement for underground drainage of sewage through underground pipes, lines and disposal facilities lying under the East 145 feet of the South 40 feet of the North 210 feet of said South 436.6 feet of the West 300.0 feet of said Tract "A" of Registered Land Survey No. 63, said easement to continue until existing underground pipes, lines and disposal facilities require repair, and then terminating.

Commonly known as 9912 70th Street South, Cottage Grove, Washington County, State of Minnesota.

SECTION 2. REZONING. The Official Zoning Map shall be amended by changing the zoning classification of the 3.01 acres of land legally described above from AG-2, Agriculture, to R-3, Single Family Residential, based on the following findings:

- A. The Future Land Use Map in the 2040 Comprehensive Plan identifies the future land use of the subject property as Low Density Residential.
- B. The proposed R-3, Single Family Residential District, and its development standards, is consistent with the proposed low density residential land use designation in the Future Land Use Map of the City's 2040 Comprehensive Plan.

SECTION 3. SUMMARY PUBLICATION. Pursuant to Minnesota Statutes Section 412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance is available without cost at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire Official Zoning ordinance:

"The City of Cottage Grove's Official Zoning Map (City Code Title 11-1-3) shall be amended by rezoning 3.01 acres of land generally located east of the Eastridge Woods development, south of the Glacial Valley development, and north of the

Almar Village development, from AG-2, Agriculture, to R-3, Single Family Residential.”

SECTION 4. EFFECTIVE DATE. This ordinance amendment shall be in full force and effective from and after adoption and publication according to law.

Passed this 20th day of August 2025.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2025-114

**A RESOLUTION APPROVING A HISTORIC CONDITIONAL USE PERMIT TO USE
THE PROPERTY LOCATED AT 9912 70TH STREET SOUTH IN CONJUNCTION
WITH THE COMMERCIAL EVENT/WEDDING VENUE ON THE ADJACENT PARCEL
AT 6940 KEATS AVENUE SOUTH**

WHEREAS, Bellagala applied for a historic Conditional Use Permit (HCUP) to use the Gardener's Cottage property in conjunction with the Commercial Event/Wedding Venue on the adjacent Cedarhurst Mansion parcel at 6940 Keats Avenue South, for the property legally described below:

The South 436.6 feet of the West 300.0 feet of Tract "A" of Registered Land Survey No. 63, as surveyed and filed in the office of the Registrar of Titles in and for Washington County, Minnesota. Subject to right of way of County Road No. 22.

Subject to an easement for underground drainage of sewage through underground pipes, lines and disposal facilities lying under the East 145 feet of the South 40 feet of the North 210 feet of said South 436.6 feet of the West 300.0 feet of said Tract "A" of Registered Land Survey No. 63, said easement to continue until existing underground pipes, lines and disposal facilities require repair, and then terminating.

Commonly known as 9912 70th Street 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 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 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 historic conditional use permit to use the Gardener's Cottage property in conjunction with the Commercial Event/Wedding Venue on the adjacent Cedarhurst Mansion parcel at 6940 Keats Avenue South on the parcel legally described above.

BE IT FURTHER RESOLVED, approval of the historic conditional use permit is subject to the conditions below:

1. Receive designation for the Gardener's Cottage to be added to the City's Register of Historic Sites and Landmarks. Designation must be obtained prior to the issuance of

a Certificate of Occupancy for the Mansion at 6940 Keats Avenue. Any future modifications above and beyond maintenance to the building must be reviewed by the City's Advisory Committee on Historic Preservation.

2. The site may be used as an accessory to the Mansion wedding and event center for the following:
 - a. Dedicated location for team meetings
 - b. Strategic planning sessions
 - c. Staff connection and/or break space
 - d. As a single-family home/residence
 - e. Limited commercial operations as determined by the City's Planning Department
3. At such time a more intense use is proposed on the site, an amendment to the HCUP shall be required.
4. An inspection of the existing septic system continuing to serve the Gardener's Cottage Property shall be conducted by a licensed inspection company to ensure it is compliant and will be adequately sized to serve the proposed use. Any required modifications to or replacement of the system shall be subject to review and approval by the Washington County Health Department. At such time the septic system or well fails, the property shall be connected to city water and sanitary service.
5. All applicable permits (i.e.; building, electrical, grading, mechanical, right-of-way, Change in Occupancy) must be completed, submitted, and approved by the City prior to the commencement of any construction activities or change in use. Detailed construction plans must be reviewed and approved by the Building Official or City Engineer.

Passed this 20th day of August 2025.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

BUSINESS SUBSIDY AGREEMENT

THIS AGREEMENT (“Agreement”) made this ____ day of _____, 2025, by and between the City of Cottage Grove, a Minnesota municipal corporation, 12800 Ravine Parkway S., Cottage Grove, Minnesota 55016 (“City”) and Bellagala LLC, a Minnesota limited liability company (“Owner”).

RECITALS

WHEREAS, the City of Cottage Grove (“City”) has long desired to improve the function and appearance of its community through economic development, and has invested substantial resources toward that goal; and

WHEREAS, the Cottage Grove City Council established the EDA in order to advance these objectives; and

WHEREAS, the City adopted criteria for awarding business subsidies, pursuant to the Business Subsidies Act, Minn. Stat., Sections 116J.993 to 116J.995 (“Business Subsidy Act”); and

WHEREAS, Owner owns the property located at 6940 Keats Avenue South in Cottage Grove with Washington County PID Number 0302721440001 (“the Property”); and

WHEREAS, Owner has proposed redevelopment of the Property for a use that is consistent with the terms and conditions of this Agreement and described on Exhibit A (“Project”) and is seeking a business subsidy (“Business Subsidy”) from the City; and

WHEREAS, the City believes the proposed Project would be desirable for the City; and

WHEREAS, the Project meets all criteria for awarding a Business Subsidy established by the City Policy on Business Subsidies and due to the estimated cost of the Project, it is not financially feasible without public assistance.

NOW THEREFORE, for good and valuable consideration, the receipt of which is acknowledged, and in consideration of the covenants and agreements made herein, Owner and the City hereby agree as follows:

AGREEMENT

1. The Business Subsidy comprises of a reimbursable forgivable loan the form of up to 15 Sewer Accessibility Charge (“SAC”) units with a value of up to Thirty-Seven Thousand Two Hundred Seventy-Five Dollars and 00/100s (\$37,275.00) (“Loan”). The Business Subsidy shall be credited to Owner following a determination by the Met Council of the amount of SAC units due for the Project and only up to a maximum of 15 SAC units. If the amount of SAC units is less than 15, then the City shall only credit the amount of the SAC units actually due.

2. The public purposes of the Business Subsidy are as follows:
 - a. Promote the economic and commercial redevelopment of the City;
 - b. Preserve the local tax base and improve the general economy and vitality of the City;
 - c. Promote the health, safety and welfare of the residents of the City;
 - d. Remove, prevent or reduce blight, blighting factors or the cause of blight in the City;
 - e. Attract, retain, rehabilitate and preserve commercial facilities;
 - f. Eliminate or improve structurally substandard buildings;
 - g. Promote private investment in a blighted or economically depressed area, which can be expected to stimulate additional investment;
 - h. Afford maximum opportunities, consistent with the needs of the City as a whole, for the redevelopment of the area by private enterprise.
3. The goals for the Business Subsidy are to secure timely development and maintain the Property as a commercial building for at least five (5) years.
4. Owner has also determined the Project will create at least one new job at an annual salary of at least \$50,000.
5. Owner will construct the Project pursuant to plans and any other approvals or licenses required by the City.
6. Upon completion of the Project, Owner, its tenants, permitted successors or assigns, will continuously own or occupy the Property for at least five (5) years, except in the event of unforeseeable casualty.
7. If Owner complies with the terms and conditions of this Agreement, the Loan will be forgiven five (5) years after the Completion Date. If Owner does not comply with the terms and conditions of this Agreement, Owner shall pay back a portion of the Loan on a prorated basis, with five percent (5%) interest, based on the portion of the five-year operation period elapsed as of the date of default.
8. The parties agree that this Agreement shall be construed pursuant to Minnesota law and any disputes shall be venued in Washington County, Minnesota.
9. Notices to the parties shall be sent as follows:

If to City:

Cottage Grove
Attn: City Administrator
12800 Ravine Parkway S.
Cottage Grove, MN 55016

If to Owner:

Bellagala LLC
Attn: Chief Operating Officer
15102 Minnetonka Industrial Rd.
Minnetonka, MN 55345

10. This Agreement shall not be assigned without the prior written consent of the other party, which shall not be unreasonably withheld.
11. This Agreement shall only be amended by written agreement approved by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their authorized representatives as of the date first written above.

[Remainder of this page intentionally blank]

CITY OF COTTAGE GROVE

Myron Bailey
Its: Mayor

Tamara Anderson
Its: City Clerk

STATE OF MINNESOTA)
)ss
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Myron Bailey and Tamara Anderson, the Mayor and City Clerk, respectively, of the City of Cottage Grove, the municipality named in the foregoing instrument, and that the said instrument was signed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

BELLAGALA LLC

TS

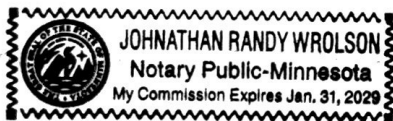
By: Tim George
Its: CEO

STATE OF MINNESOTA)

)ss

COUNTY OF Washington)

The foregoing instrument was acknowledged before me this 13 day of August, 2025, by Timothy George, the CEO of Bellagala LLC on behalf of the company.



John Wrolson
Notary Public

EXHIBIT A

PROJECT

DESCRIPTION OF REHABILITATION
CEDARHURST MANSION

6-3-2025

Architectural Character (Historic Overview)

Existing Conditions:

Cedarhurst Mansion, historically known as the Cordenio Severance House, is a nationally significant Neo-Classical estate located in Cottage Grove, Minnesota. The building was expanded in 1917 by architect Cass Gilbert to serve as a dignified country residence for Severance, a prominent attorney with national political ties. The house's east-facing primary elevation features a two-story Doric hexastyle portico with fanlight pediment and symmetrical fenestration. Narrow wood clapboard siding, original to the 1917 addition, remains intact on the north, east, and south façades, while portions of the earlier 19th-century structure are clad in later aluminum siding.

Notable exterior features include:

- Original wood windows with non-historic fixed shutters
- Semicircular bay on the north ballroom façade
- East and south porches, with the eastern porch serving as the primary ceremonial entry and the south porch belonging to the original farmhouse.
- Low-sloped rooflines with original ridge configurations and decorative eaves

The structure is in good overall condition, though deferred maintenance is evident in select areas, including minor wood deterioration and non-historic porch modifications that have introduced drainage issues.

Proposed Work:

The proposed rehabilitation will convert Cedarhurst Mansion into a year-round luxury wedding and event venue, modeled after successful ABPEC LLC properties. The project will preserve the mansion's architectural integrity while upgrading building systems to support modern hospitality operations. The ballroom will remain the primary gathering space, and all rehabilitation work will follow the Secretary of the Interior's Standards for Rehabilitation.

Key interventions include:

- **Preservation of exterior materials:** No alterations are proposed to the existing siding. Any areas of the roof that have cedar shake shingles will be replaced with asphalt

shingles to match the rest of the building.

- **East Porch upgrades:** The existing masonry floor finish on the east porch will be replaced with historically appropriate brick masonry materials and detailed to improve drainage away from the foundation, correcting water issues without altering the historic portico's structure or appearance.
- **South Porch Upgrades:** Non-historic outdoor carpet floor finish will be removed. Intent to refinish existing hardwood floor beneath. A new storefront window system will be added on the interior side of the historic columns to create a climate controlled entry vestibule without compromising the character of the original farmhouse porch.
- **Attic ventilation and insulation:** Loose fill insulation will be added to the attic to improve energy performance. The existing ridge vent, which is currently blocked, will be reopened to ensure proper ventilation. No other modifications to the roof system are proposed.
- **Mechanical upgrades:** New HVAC systems will be integrated into the existing wall cavities to conceal ductwork. Existing radiators will be reused and connected to a high-efficiency boiler system. Interior wall registers will be added only where necessary, with minimal impact to finishes.
- **Accessibility upgrades:** A walking surface and landing will be added to the south side of the building to provide ADA access to both porches and the historic interior spaces. The current elevator does not meet ADA standards and is nonfunctional. A new Limited Use/Limited Application (LULA) elevator will be installed to provide ADA-compliant access to both floors. The depth of the existing elevator shaft will be slightly altered to meet the requirements for a modern elevator while minimizing disturbance to historic fabric and finishes.

Exterior – Roof

Existing Conditions:

The roof features low-pitched forms consistent with Cass Gilbert's 1917 design, including original ridge lines, deep eaves with decorative detailing, and a mix of roofing materials. Roofing consists of asphalt shingles (primarily), cedar shake shingles (original farmhouse), and intermittent repair patches.

- Several areas above the original farmhouse show deterioration, particularly at the original farmhouse eaves.
- Non-historic gutters remain intact and functional.
- Historic brick chimneys remain but show signs of weathering and masonry damage.
- The attic's ridge vent is currently blocked, limiting ventilation.

Proposed Work:

- Preserve overall roof configuration, including original ridge lines, eaves, and decorative detailing.
- Replace all cedar shake shingles with new asphalt shingles to improve durability and fire resistance.
- Repair deteriorated eaves on the original farmhouse using in-kind wood components.
- Repoint and repair historic brick chimneys as needed, preserving their form and materials.
- Remove a portion of roof above the nonhistoric second-floor porch on west side of the building.
- Restore blocked ridge vent to improve attic ventilation.
- Limit roof repairs to localized in-kind replacement of damaged asphalt shingles.
- No new penetrations or alterations to historic rooflines are proposed.

Exterior - Walls

Existing Conditions:

Cedarhurst Mansion features a mix of historic and non-historic exterior wall materials that reflect its layered construction history. The 1917 Neoclassical expansion by Cass Gilbert is clad in original narrow wood clapboard siding, which remains intact on the north, east, and south façades. This siding is a character-defining element of the estate's historic appearance.

- The clapboard is generally sound but exhibits paint loss, surface weathering, and minor wood deterioration in some areas.
- Decorative trim, including corner boards, eaves, and architectural moldings, remain in place but show signs of wear and deferred maintenance.
- The west elevation, part of the earlier farmhouse, includes non-historic metal siding likely added in the mid-20th century.
- A non-historic enclosed balcony on the west elevation interrupts the original massing and materials.

Proposed Work:

- All historic wood siding will be retained, repaired, and repainted as needed. Where needed, surfaces will be sanded and prepped using non-abrasive methods to protect the underlying material.
- Where needed, minor repairs will be made to architectural trim, eaves, and corner boards, using in-kind materials and profiles.
- The non-historic metal siding on the west façade will be retained and repainted, where appropriate, to maintain weather protection and visual consistency in non-contributing areas.

- The non-historic enclosed balcony on the west elevation will be removed, and the area will become the connection point for a new addition designed to support venue operations.
- No new penetrations or alterations are proposed to the primary historic façade (east elevation) or original cladding.

All exterior work will comply with the Secretary of the Interior's Standards for Rehabilitation, emphasizing material conservation, minimal intervention, and compatibility with historic fabric.

Windows

Existing Conditions:

Cedarhurst Mansion retains a significant number of its original wood windows, primarily double-hung sash units dating to the 1917 Cass Gilbert Neoclassical expansion. These windows are a defining feature of the building's design, particularly on the north, east, and south façades. Many remain protected by original wood storm windows, which have helped preserve glazing, joinery, and profiles.

Window conditions range from fair to deteriorated, with issues such as:

- Peeling or failed paint
- Cracked glazing and missing putty
- Minor wood rot at sills or rails
- Inoperable sashes due to paint buildup or hardware failure

In a limited number of locations, original windows have been replaced with non-historic aluminum-framed units. These are easily distinguishable but located on less prominent façades. While not historically appropriate, they do not compromise the primary character-defining elevations.

Proposed Work:

All remaining historic wood windows will be retained and restored. No full replacements are proposed. Work will be completed by a qualified restoration contractor and will include:

- Paint removal and evaluation of existing sash and frame condition

- In-kind repair or replacement of deteriorated components, matched for profile
- Re-glazing and re-puttying where needed
- Weatherstripping and operability upgrades, including repairs to cords, pulleys, and hardware where needed
- Repainting using historically appropriate colors (white)

Original wood storm windows will be retained where present. Where missing, compatible wood storm windows will be fabricated to match the original profile and detail. No new aluminum or vinyl storm windows are proposed.

Non-historic aluminum windows will be repaired and repainted to match the color and appearance of the historic wood windows. While these windows are not being replaced, the visual consistency will be improved to reduce their contrast with the surrounding historic fabric.

Doors

Existing Conditions:

Cedarhurst Mansion retains several historic exterior doors, including formal paneled wood entry doors and multi-pane French doors, many of which date to the early 20th-century Neoclassical expansion by Cass Gilbert. These doors contribute significantly to the building's architectural rhythm and symmetry, particularly on the south and east façades.

The primary east-facing entrance is framed by a two-story Doric portico and features a prominent paneled wood door with sidelights and a fanlight above. Historic french doors are present on each facade of the building. These glazed wood doors reflect early 20th-century detailing and are consistent with the surrounding window profiles. Historic hardware, including hinges and surface-mounted latch systems, remain in place in many locations. Some doors exhibit weathering, failing paint, and minor deterioration at the sill or lower rails. Several existing door thresholds are too tall or uneven to meet modern ADA accessibility requirements. The current elevator is non-operational and not ADA-compliant.

Proposed Work:

All historic exterior doors will be retained and restored. Restoration will be conducted by qualified craftspeople using in-kind materials and reversible methods.

Scope of work includes:

- Paint removal and repair of deteriorated wood components
- In-kind replacement of rails, stiles, or panels where needed
- Hardware refurbishment or in-kind replacement using compatible historic hardware
- Re-glazing of glass lights in French doors where cracked or missing, using matching restoration glass
- Repainting with historically appropriate colors

French Door Reconfiguration for ADA Access:

To accommodate universal access while preserving the historic design intent:

- Two pairs of historic French doors on the south porch will be repositioned within the same wall plane to make room for the installation of a new ADA-compliant pair of glass-paneled doors.
- The repositioned historic French doors will remain on the same façade to avoid loss of historic fabric.

Threshold Modifications:

To meet ADA standards:

- Low-profile metal thresholds will be added to select exterior doors.
- These thresholds will be custom-fit, minimally visible, and fully reversible to avoid permanent alteration to historic sills or framing.

Site and Landscape

Existing Conditions:

The grounds of Cedarhurst Mansion include expansive lawns, mature trees, a deteriorated rose garden, informal gravel drives, and landscaped areas surrounding the historic east porch. The east lawn historically served as the estate's formal arrival and gathering space, consistent with its role as a prominent country residence.

- Vehicular access and ADA accessibility are currently limited, with no designated accessible paths to primary entrances.
- Circulation relies on informal pathways and compacted turf, which do not meet contemporary accessibility or event use standards.
- The rose garden has lost its original landscape integrity, and its masonry walls show signs of deterioration. The historic trellis above the walls is no longer present.
- Several non-contributing outbuildings—namely a barn, chicken coop, and upholstery shop—remain on site but do not retain historic integrity. Due to years of deferred maintenance, they have all deteriorated to a state where repair is not feasible.

Proposed Work:

To accommodate the building's adaptive reuse as a year-round event venue, the site will be rehabilitated to support accessibility, circulation, and functionality while preserving historic character and key landscape features.

- Construct a new parking lot (75-100 parking stalls) in a discreet area of the property, screened with plantings and topography to minimize visibility from primary historic viewsheds.
- Install a west-side service drive and drop-off loop near the new kitchen addition to support back-of-house logistics and maintain the formal approach from the east.
- Install ADA-compliant walkways to connect the east and south porches to key site areas. Pathways will be sensitively integrated into the landscape to avoid disruption of mature trees or topography.
- Rehabilitate the rose garden to reflect its historic layout and ceremonial use. Work includes:
 - Repairing and repointing the historic masonry walls and balustrade.
 - Remove portion of masonry boundary along east edge to accommodate ADA access.
 - Intent to preserve overall masonry boundary, which remains deteriorated yet intact despite the loss of the upper lattice.

- Improving subsurface drainage and replanting with hardy, low-maintenance species.
 - Designing for long-term use, including event photography and small gatherings.
 - The historic lattice/trellis structure will not be reconstructed at this time but may be considered in the future.
 - Remove non-contributing structures located on the west portion of property (barn, chicken coop, upholstery shop) to improve site flow and open views to the main house. The Gilbert-era shed and horse barn will be retained.
-

East Porch Rehabilitation

Existing Conditions:

The east porch is the primary ceremonial entrance to Cedarhurst Mansion and a defining element of the 1917 Neoclassical expansion by Cass Gilbert. It features a two-story Doric portico, originally paired with a brick and concrete masonry floor and a classically detailed balustrade composed of turned masonry balusters and a continuous rail.

- The floor surface was altered in the mid-20th century using non-historic materials in an unsuccessful attempt to address drainage. The current surface directs water toward the building, causing moisture-related deterioration near the foundation.
- The original masonry balustrade remains largely intact, though some joints and surfaces show signs of weathering and deferred maintenance.
- The porch currently lacks accessible access, and the adjacent landscape does not provide an ADA-compliant path to the main entry.

Proposed Work:

The east porch will be rehabilitated to restore historic features, address drainage concerns, and introduce discreet accessibility improvements.

- The non-historic porch surface will be removed and replaced with masonry flooring, sloped to drain water away from the building. The new surface will match the original

pattern as seen in historic photographs.

- The original masonry balustrade will be retained, cleaned, and repaired, including repointing mortar joints and stabilizing balusters as needed.
- To allow for ADA access to the primary entrance, a small section of the balustrade will be removed at the southwest corner of the porch, adjacent to the exterior wall. This location was selected to be minimally visible from the primary (east) lawn and will allow for connection to a new ADA-compliant ramp.
- The removed balustrade section will be carefully documented and stored, and the intervention will be fully reversible.
- No changes will be made to the overall footprint, column configuration, or height of the porch.

All proposed work will be conducted in accordance with the Secretary of the Interior's Standards for Rehabilitation, with an emphasis on preserving significant features, ensuring long-term performance, and introducing accessibility in a historically sensitive manner.

New Addition (Atrium + Kitchen Staging Area)

Existing Conditions:

No addition currently exists in this area. The west side of the original farmhouse (not part of the 1917 Neoclassical expansion) provides a suitable location for a new addition. This area is visually secondary and offers space for back-of-house operations and guest support functions without impacting key historic façades or viewsheds, including the prominent east approach.

Proposed Work:

A new one-story addition will be constructed on the west elevation of the mansion to house two programmatic elements: an atrium lounge and a kitchen staging area. The atrium will serve as a garden-style indoor/outdoor gathering space, designed with a shed roof and exposed wood trusses to create a transparent, light-filled environment that blends modern hospitality with the mansion's formal garden setting. The kitchen wing will support catering and event logistics, discreetly located and fully concealed from guest views.

The addition will be clearly differentiated from the historic structure in both massing and materiality while remaining compatible in scale, proportion, and detail. Materials will be high quality and intentionally contemporary, with thoughtful transitions to the existing building. The addition will connect at the west facade, adjacent to the location of the existing nonhistoric kitchen and enclosed balcony, which will be removed as part of the rehabilitation.

This work complies with the Secretary of the Interior's Standards for Rehabilitation, particularly those addressing new additions, and has been designed to ensure the new construction is reversible and respectful of the mansion's historic character.

7. Interior Plan – Main Floor Renovation

Existing Conditions:

The main floor retains its original ballroom and some room divisions, but alterations over time (e.g., non-historic partitions) have disrupted flow and service efficiency.

Proposed Work:

- Convert storage room, previously used as pantry, into ADA compliant bathrooms.
- Restore historic room connections, including original pass-through in the reception hall.
- Preserve ballroom layout and historic finishes throughout the building where intact.
- Improve entry sequence and circulation for modern event use.

8. Second Floor Plan – Bridal and Groom's Suites

Existing Conditions:

The second floor is a double loaded corridor with residential-style bedrooms and common areas. Some historic finishes are intact - hardwood floors, tile floors in bathrooms, plaster walls, and plaster ceilings. Non-historic finishes are present throughout the second floor. Non-historic finishes include carpet, wall paper, lighting fixtures, and window treatments. The existing interior corridor is not linear, due to the Cass Gilbert expansions, creating portions that fail to meet ADA or code requirements for width.

Proposed Work:

- Portion of interior corridor that is too narrow to allow for access will be altered. New circulation path will be created to accommodate an ADA compliant path throughout the building.
 - Convert the second floor into two hospitality suites for bridal and groom preparation, each with private restrooms and lounge areas.
 - **Bride's Suite:** French and Art Nouveau-inspired design, referencing 1917 dignitary furnishings.
 - **Groom's Suite:** Clubhouse aesthetic with aged leather, rich finishes, and a connected bar lounge.
-

Accessibility Improvements

Existing Conditions:

Cedarhurst Mansion is not currently compliant with ADA accessibility standards. The building lacks accessible entrances and internal vertical circulation, and the existing restrooms and site pathways do not accommodate guests with mobility needs. The historic elevator is non-functional and does not meet code requirements. Entrances are elevated above grade and feature original thresholds that present accessibility barriers.

Proposed Work:

The rehabilitation will introduce accessibility upgrades designed to minimize impact on historic features while providing equitable access for all guests. Interventions will include:

- Installation of a LULA (Limited Use/Limited Application) elevator within the existing elevator shaft to provide vertical access between the main public floors.
- Exterior access improvements, including a new ADA-compliant ramp and landing at the south side of the building. A small section of the original porch balustrade will be carefully removed to accommodate ADA access to the front porch (primary elevation); however, it is located away from the primary approach and will not be visible from the front lawn. The intervention will be reversible and will preserve the porch's architectural integrity.
- Threshold modifications at select exterior doors using low-profile metal transitions, designed to meet ADA standards while maintaining the historic appearance of

entryways. All thresholds will be custom-fit and reversible.

- The existing pantry on the first level, adjacent to the porch on the south elevation, will be converted into ADA accessible bathrooms.
- Accessible site circulation, including new walkways and entry routes, will ensure barrier-free access from parking areas and drop-off zones to key program spaces throughout both floors of the historic building and new atrium.

All accessibility improvements have been designed to comply with ADA Standards for Accessible Design and are consistent with the Secretary of the Interior's Standards for Rehabilitation, ensuring that modifications are sensitive, reversible, and do not compromise the historic character of the property.

Interior – Basement

Existing Conditions:

The basement of Cedarhurst Mansion is primarily unfinished and currently used for mechanical systems and limited storage. The existing boiler is outdated, and while the foundation is generally stable, some localized repairs may be required. There are minimal signs of water intrusion at this time. Access to the basement is provided via a non-historic exterior entrance on the west side of the building.

Proposed Work:

- Replace the existing boiler with a high-efficiency unit as part of the HVAC system upgrade.
- Connect new sanitary sewer and water service lines to support building-wide infrastructure improvements.
- Clean and clear basement spaces of existing debris and non-essential materials.
- Perform localized foundation repairs as needed to address any structural deficiencies.

- Retain basement use primarily for mechanical distribution, utility access, and general storage.
 - Replace the non-historic exterior basement doors with secure and safe new doors, designed to be visually discreet and compatible with the overall architectural character.
-

Interior – Level 1

Existing Conditions:

The main floor of Cedarhurst Mansion retains key historic features, including the central ballroom and several original room divisions. However, a number of non-historic alterations—such as partitions, carpeting, wallpaper, light fixtures, and service modifications—have diminished the clarity and usability of the original layout. The existing elevator is nonfunctional and does not meet current ADA requirements, though it contains historic elements of note.

Proposed Work:

The main floor will be reconfigured and restored to support hospitality use while honoring the mansion’s architectural character. Proposed interventions include:

- **Selective Demolition & Circulation Improvements:**
 - Remove non-historic partitions per Demo Plan D1.1 to restore original room dimensions and improve spatial flow.
 - Reopen the original pass-through between the future bar and dining room (pending final field confirmation).
 - Improve interior circulation and guest experience for formal entry and event transitions.
- **Historic Room Restoration & Feature Preservation:**
 - Preserve ballroom layout and original finishes, including plasterwork, trim, and ceiling details.

- Remove non-historic carpeting and refinish underlying wood flooring where present and salvageable.
 - Strip non-historic wallpaper and repaint walls using historically sympathetic finishes.
 - Remove and replace non-original light fixtures with more appropriate or concealed options that support hospitality use.
 - **Service Area Upgrades:**
 - Remodel the non-historic kitchen for catering functions while minimizing impact to adjacent historic finishes.
 - Convert the existing pantry into ADA-compliant restrooms using a minimally invasive approach.
 - **Elevator Transition:**
 - Carefully remove historic interior components of the existing elevator cab.
 - Reuse and reinstall these elements within the new LULA elevator cab to preserve character and maintain continuity.
 - New elevator shaft will be slightly expanded to accommodate modern elevator while limiting impacts to historic fabric and finishes.
-

Interior – Level 2

Existing Conditions:

The second floor contains a mix of historic and non-historic elements. Original hardwood flooring remains in many rooms, with some areas covered in non-historic carpet or painted. Walls and ceilings are primarily plaster—some painted, others covered in non-historic wallpaper. Bathrooms feature a combination of tile finishes, historic and nonhistoric bathroom

fixtures. The main stair includes what appear to be original wood handrails and balusters. Circulation has been altered over time by non-historic partitions, closets, and a small enclosed porch at the north façade.

Proposed Work:

- Selectively remove portions of interior partitions, closets, and bathrooms to enhance functionality and circulation.
- Remove non-historic carpet and wallpaper throughout.
- Refinish and repaint existing plaster walls and ceilings.
- Refinish original hardwood floors.
- Remove and upgrade all non-historic lighting fixtures and replace them with fixtures compatible with the mansion's historic era.
- Preserve and refinish original stair handrails and balusters as needed.
- Remove the enclosed second-floor porch at the north façade.
- Reconfigure circulation and door openings to meet accessibility standards while preserving historic casing and trim wherever possible.
- Slightly expand the existing elevator shaft to accommodate a new ADA-compliant LULA elevator. Salvaged decorative elements from the historic elevator cab will be reinstalled in the new lift to preserve continuity of character.

Interior – Attic

Existing Conditions:

The attic is unfinished and primarily used for storage. The space is currently under-ventilated due to a blocked ridge vent. There are no known historic finishes or features within this level, and access is limited to staff and maintenance personnel.

Proposed Work:

- Retain the attic as a service and mechanical area; no public access is proposed.
 - Add loose-fill insulation to improve building energy performance.
 - Reopen the existing ridge vent to restore proper ventilation and reduce heat buildup.
 - No framing alterations or new floor construction is proposed.
 - Minor repairs will be performed as needed to maintain structural and thermal performance.
-

MEP Scope**Existing Conditions:**

The building's existing MEP systems are outdated and insufficient for contemporary use as a public event venue.

- The original steam heating system remains in place but is no longer fully functional.
- Electrical systems are outdated, with limited service capacity.
- Plumbing is aging, with fixtures in varying states of condition.
- There is no central cooling system or mechanical ventilation.

Proposed Work:

To support year-round operations and meet modern code requirements, new high-efficiency MEP systems will be installed while minimizing impact to historic fabric:

- **Mechanical (HVAC):**

- Install new high-efficiency boiler system; retain and reuse select historic radiators where feasible.
- Introduce new ducted air handling units and ventilation systems, carefully routed to avoid visible impact in historic spaces.
- Add air conditioning to support guest comfort, with air distribution concealed within existing chases, basement, and attic spaces.

- **Electrical:**

- Replace outdated electrical panels and wiring to meet current capacity and safety codes.
- Upgrade lighting systems; non-historic fixtures will be removed and replaced with historically appropriate or discreet modern alternatives.
- Install new power, data, and AV infrastructure to support event functions.

- **Plumbing:**

- Install new water and sewer service connections.
- Replace aging supply and drain lines as needed.
- The majority of the existing restroom facilities will be restored. New bathrooms will accommodate ADA-compliant fixtures.
- Add plumbing infrastructure to support catering kitchen in the existing kitchen and new addition.

- **Fire Suppression (Sprinklers):**

- A new building-wide sprinkler system will be installed to meet current fire and life safety code requirements.

- The system will be designed to minimize visual impact in historic spaces and will be concealed within ceilings, wall cavities, or secondary spaces wherever possible.

All MEP work will be designed and installed to preserve historic finishes and character-defining features. Systems will be accessible for future maintenance and upgrades without requiring significant demolition or alteration to historic spaces.



City Council Action Request

11.C.

Meeting Date	8/20/2025								
Department	Public Safety								
Agenda Category	Action Item								
Title	Ordinance Amendment City Code 5-1-3 (Paraphernalia Definitions)								
Staff Recommendation	Provide direction on the ordinance amendment.								
Budget Implication	N/A								
Attachments	<table><tr><td>1.</td><td>Memo to Council re. Paraphernalia Ordinance Amendment v5</td></tr><tr><td>2.</td><td>Ordinance - Drug Paraphernalia Amendment 7-25-25</td></tr><tr><td>3.</td><td>Letter to City of Cottage Grove March 4, 2025</td></tr><tr><td>4.</td><td>CG Application</td></tr></table>	1.	Memo to Council re. Paraphernalia Ordinance Amendment v5	2.	Ordinance - Drug Paraphernalia Amendment 7-25-25	3.	Letter to City of Cottage Grove March 4, 2025	4.	CG Application
1.	Memo to Council re. Paraphernalia Ordinance Amendment v5								
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4.	CG Application								



To: Honorable Mayor Bailey and Members of the City Council
From: Kori Land & Cynthia Kirchoff, City Attorney's Office
Date: August 20, 2025
Subject: Ordinance Amending City Code § 5-1-3 Drug Paraphernalia Definitions

BACKGROUND

On June 30, 2025, the City Clerk received an application from CG Smoke Shop and MoonSoon Tobacco (the "Applicant") requesting an "Amendment allowing sale of cannabis paraphernalia by tobacco stores."

Minnesota Statutes, Chapter 342 (Cannabis) was enacted to govern the legalization of adult-use cannabis and defined "Cannabis Paraphernalia" in Minn. Stat. § 342.01 Subd. 18 to read as follows:

"Cannabis paraphernalia" means all equipment, products, and materials of any kind that are knowingly or intentionally used primarily in:

- (1) manufacturing cannabis products;
- (2) ingesting, inhaling, or otherwise introducing cannabis flower or cannabis products into the human body; and
- (3) testing the strength, effectiveness, or purity of cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products.

Individuals 21 years of age or older are allowed to use, possess, or transport cannabis paraphernalia under Minn. Stat. § 342.09 Subd. 1(a)(1), and a cannabis business with a license or endorsement authorizing the retail sale of cannabis may sell Cannabis Paraphernalia, pursuant to Minn. Stat. § 342.27, Subd. 3, without any change in the City Code.

Currently, the City Code does not define "Cannabis Paraphernalia," but "Drug Paraphernalia" is defined in City Code § 5-1-3 as follows:

For the purposes of this Section, "drug paraphernalia" shall mean all equipment, products and materials of any kind which are used, intended for use or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling or otherwise introducing into the human body a controlled substance in violation of Minnesota Statutes or this Code.

Amending the City Code to add the state law definition of “Cannabis Paraphernalia” and excepting it from “Drug Paraphernalia,” which would in turn be amended to mirror Minn. Stat. § 152.01, Subd. 18, would make it clear that Cannabis Paraphernalia is legal. A proposed amended definition of “Drug Paraphernalia” is below:

DRUG PARAPHERNALIA: (a) Except as otherwise provided in paragraph (b), "drug paraphernalia" means all equipment, products, and materials of any kind, except those items used in conjunction with permitted uses of controlled substances under this chapter or the Uniform Controlled Substances Act, which are knowingly or intentionally used primarily in (1) manufacturing a controlled substance, (2) injecting, ingesting, inhaling, or otherwise introducing into the human body a controlled substance, or (3) enhancing the effect of a controlled substance.

(b) "Drug paraphernalia" does not include the possession, manufacture, delivery, or sale of: (1) hypodermic syringes or needles or any instrument or implement which can be adapted for subcutaneous injections; (2) products that detect the presence of fentanyl or a fentanyl analog in a controlled substance; or (3) cannabis paraphernalia.

If the City Council supports the above revised definition of Drug Paraphernalia, the next question is whether the City Council supports every retail business selling Cannabis Paraphernalia. Right now, any person with a tobacco license can sell Tobacco Related Devices, defined as follows in City Code § 3-5-2:

TOBACCO RELATED DEVICES: Any tobacco product as well as a pipe, rolling papers, or other device intentionally designed or intended to be used in a manner which enables the chewing, sniffing, smoking or other consumption, whether by inhalation aerosol or vapor, ingestion, or any other method of consumption of tobacco or tobacco products.

It can be difficult for law enforcement to tell the difference between Cannabis Paraphernalia and Tobacco Related Devices, so practically speaking, a person with a tobacco license could sell a Tobacco Related Device that is also Cannabis Paraphernalia. Given this fact, does the City Council want to limit the sale of Cannabis Paraphernalia to tobacco licensees or allow such sales at any Cottage Grove business?

We remain neutral on the City Code amendment request from the Applicant and will not make a recommendation on whether the Council should approve it or take no action on the ordinance amendment. Taking no action means that the City will continue to enforce the existing ordinance and prohibit the sale of Drug Paraphernalia that is used for controlled substances.

We are available for questions as are representatives from law enforcement.

ACTION REQUESTED:

Provide direction on the ordinance amendment.

ORDINANCE NO. _____

**AN ORDINANCE FOR THE CITY OF COTTAGE GROVE, MINNESOTA,
AMENDING COTTAGE GROVE CITY CODE TITLE 5, CHAPTER 1
REGARDING DRUG PARAPHERNALIA**

WHEREAS, the owner of the tobacco store, CG Smoke Shop, has submitted an application to the City Clerk to amend the Cottage Grove City Code to permit the sale of cannabis paraphernalia; and

WHEREAS, Section 5-1-3 in Chapter 1 of Title 5 of the City Code regulates the possession, manufacture, advertisement, and delivery of “drug paraphernalia,” which could potentially apply to cannabis paraphernalia; and

WHEREAS, it is legal to use, possess, or transport cannabis paraphernalia, pursuant to Minnesota Statutes Section 342.09, subd. 1(a)(1); and

WHEREAS, the City Council has investigated and finds it is appropriate to amend the definition of “drug paraphernalia” in Section 5-1-3 of the City Code to exclude any potential inclusion of cannabis paraphernalia and to be consistent with the definition of “drug paraphernalia” in Minnesota Statutes Section 152.01, subd. 18.

NOW, THEREFORE, the City Council of the City of Cottage Grove, Washington County, Minnesota, does hereby ordain as follows:

SECTION 1. AMENDMENT. The Code of the City of Cottage Grove, County of Washington, State of Minnesota, Title 5, Chapter 1, Section 5-1-3 shall be amended as follows (text to be deleted shown with a ~~struck through~~ and new text shown as underlined):

§ 5-1-3: DRUG PARAPHERNALIA

A Purpose: The purpose of this Section is to regulate the possession, manufacture, advertisement and delivery of drug paraphernalia and thereby deter the use of controlled substances in the City. This Section is not intended to allow what the Minnesota Statutes prohibit or to prohibit what the Minnesota Statutes expressly allow. It is intended to prevent drug abuse.

B. Definitions: ~~For the purposes of this Section, “drug paraphernalia” shall mean all equipment, products and materials of any kind which are used, intended for use or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling or otherwise introducing into the human body a controlled substance in violation of Minnesota Statutes or this Code. The following words, terms, and phrase when used in this sections shall have the meaning ascribed to them in this Section, except where the context clearly indicates a different meaning:~~

CANNABIS PARAPHERNALIA: All equipment, products, and materials of any kind that are knowingly or intentionally used primarily in: (1) manufacturing cannabis products; (2)

ingesting, inhaling, or otherwise introducing cannabis flower or cannabis products into the human body; and (3) testing the strength, effectiveness, or purity of cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products.

CONTROLLED SUBSTANCE: A drug, substance, or immediate precursor in Schedules I through V of Minnesota Statutes Section 152.02, as amended. The term shall not include distilled spirits, wine, malt beverages, intoxicating liquors or tobacco.

DRUG PARAPHERNALIA: (a) Except as otherwise provided in paragraph (b), "drug paraphernalia" means all equipment, products, and materials of any kind, except those items used in conjunction with permitted uses of controlled substances under this chapter or the Uniform Controlled Substances Act, which are knowingly or intentionally used primarily in (1) manufacturing a controlled substance, (2) injecting, ingesting, inhaling, or otherwise introducing into the human body a controlled substance, or (3) enhancing the effect of a controlled substance.

(b) "Drug paraphernalia" does not include the possession, manufacture, delivery, or sale of: (1) hypodermic syringes or needles or any instrument or implement which can be adapted for subcutaneous injections; (2) products that detect the presence of fentanyl or a fentanyl analog in a controlled substance; or (3) cannabis paraphernalia.

C. Evidence: In determining whether an object is drug paraphernalia, a court or other authority should consider, in addition to all other logically relevant factors, the following:

1. Statements by an owner or by anyone in control of the object concerning its use;
2. Prior convictions, if any, of an owner or anyone in control of the object under State or Federal law relating to any controlled substance;
3. The proximity of the object, in time and space, to a direct violation of this Section;
4. The proximity of the object to controlled substances;
5. The existence of any residue of controlled substances on the object;
6. Direct or circumstantial evidence of the intent of an owner or anyone in control of the object to deliver it to a person who they know, or should reasonably know, intends to use the object to facilitate a violation of this Code; the innocence of an owner or anyone in control of the object as to a direct violation of this Code should not prevent a finding that the object is intended for use or designed for use as drug paraphernalia;
7. Instructions, oral or written, provided with the object concerning its use;
8. Descriptive materials accompanying the object which explain or depict its use;
9. National and local advertising concerning its use;

10. The manner in which the object is displayed for sale;
11. Whether the owner or anyone in control of the object is a legitimate supplier of like or related items to the community, such as a licensed distributor or dealer of tobacco products;
12. Direct or circumstantial evidence of the ratio of sales of the object(s) to the total sales of the business enterprise;
13. The existence and scope of legitimate uses for the object in the community; and
14. Expert testimony concerning its use.

D. Offenses:

1. Possession: It is unlawful for any person to use or to possess with intent to use drug paraphernalia to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale or otherwise introduce into the human body a controlled substance in violation of this Section.

2. Manufacture or Delivery: It is unlawful for any person to deliver, possess with intent to deliver or manufacture with intent to deliver drug paraphernalia knowing, or under circumstances where one reasonably should know, that it will be used to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, inhale, or otherwise introduce into the human body a controlled substance in violation of this Section.

3. Offenses Involving Minors: Any person eighteen (18) years of age or over who violates subsection D.1 of this Section by delivering drug paraphernalia, and such delivery is to a person who is under eighteen (18) years of age and at least three (3) years their junior, shall also be violating this subsection D.3 as well as subsection D.1 of this Section.

4. Advertisement: It is unlawful for any person to place in any newspaper, magazine, handbill, or other publication any advertisement knowing, or under circumstances where one reasonably should know, that the purpose of the advertisement, in whole or in part, is to promote the sale of objects designed or intended for use as drug paraphernalia.

E. Civil Forfeiture: All “drug paraphernalia” as defined by subsection B is subject to forfeiture, subject to the provisions set forth in Minnesota Statutes Section 609.5311 et seq., in the same manner as if such forfeiture were pursuant to said Minnesota Statutes Section 609.5311 et seq.

SECTION 2. SUMMARY PUBLICATION. Pursuant to Minnesota Statutes Section 412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance is available without cost at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance.

This amendment is to amend the definition of drug paraphernalia in Section 5-1-3 of the City Code to be consistent with the definition in Minnesota law.

SECTION 3. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed this _____ day of _____, 2025

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

Published in the *St. Paul Pioneer Press* on _____.

March 4, 2025

VIA EMAIL

Myron Bailey
Mayor
CITY OF COTTAGE GROVE
12800 Ravine Parkway South
Cottage Grove, MN 55016
MBailey@cottagegrovemn.gov

Peter Koerner
Director of Public Safety, Police Chief
CITY OF COTTAGE GROVE
12800 Ravine Parkway South
Cottage Grove, MN 55016
pkoerner@cottagegrovemn.gov

Justin Olsen
Dave Thiede
Monique Garza
David Clausen
City Council Members
CITY OF COTTAGE GROVE
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mgarza@cottagegrovemn.us
dclausen@cottagegrovemn.gov

Re: CG Smoke Shop & MoonSoon Tobacco / City of Cottage Grove
Our File No.: 49434

Dear All:

This office represents tobacco stores, CG Smoke Shop and MoonSoon Tobacco operating in the City of Cottage Grove. The purpose of this correspondence is to open a dialogue with the City about possible sales of cannabis pipes and come to an understanding about how, when and under what manner such sales could occur.

As you are aware, recreational marijuana was de-criminalized by the Minnesota legislature in 2023 with the passage of Minnesota Statutes Chapter 342. Moreover, Minnesota Statutes 324.09 subd. 1(1) de-criminalizes the possession of "drug paraphernalia" for cannabis use. And cannabis is no longer considered a controlled substance. See, Minnesota Statutes 342.06. Furthermore, the paraphernalia used for introducing it into the body is legal. *Id.*

Specifically, Cottage Grove City Code Section 5-1-3 states:

§ 5-1-3: DRUG PARAPHERNALIA:

- A. Purpose: The purpose of this Section is to regulate the possession, manufacture, advertisement and delivery of drug paraphernalia and thereby deter the use of controlled substances in the City. **This Section is not intended to allow what**



March 4, 2025

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the Minnesota Statutes prohibit or to **prohibit what the Minnesota Statutes expressly allow**. It is intended to prevent drug abuse.

- B. Definition: For the purposes of this Section, “drug paraphernalia” shall mean all equipment, products and materials of any kind which are used, intended for use or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling or otherwise introducing into the human body a controlled substance **in violation of Minnesota Statutes or this Code.** (emphasis added)

By the clear language of § 5-1-3 A, the City’s intent is not to prohibit what Minnesota Statutes expressly allow. Minnesota statutes now allow for the sale and possession of glass pipes and paraphernalia.

Other cities in Minnesota have come to the conclusion that a prohibition on the sale of cannabis paraphernalia is pre-empted by State law. For example, the City of Moorhead entirely repealed its own ordinance concerning offenses connected with drug paraphernalia. (See attached ordinance 2024-02). The City of Edina has no ordinance related to cannabis paraphernalia with the sole exception that the city does regulate the public use of cannabis. The same is true of the City of Maple Grove.

Further, the following tobacco stores in Washington County are currently selling cannabis pipes:

Stillwater Tobacco LLC
1300 W Frontage Road
Stillwater, MN 55082
651-342-2109

Still Tobacco
2010 Market Drive
Stillwater, MN 55082
651-342-0332

Oak Tobacco & Vape
14661 60th Street North
Stillwater, MN 55082
651-498-3120

Smokey’s Tobacco & Vape
8484 Tamarack Bay, #102
Woodbury, MN 55125
651-348-6213

Eagle Tobacco
2230 Eagle Creek Lane East
Woodbury, MN 55125
651-337-1594

Woodbury Tobacco
7060 Valley Creek Plaza, #15
Woodbury, MN 55125
651-666-3242

A1 Smokes & Vapes
1524 Woodlane Drive
Woodbury, MN 55125
612-440-8983

South Gate Tobacco
10150 Hudson Road #107
Woodbury, MN 55125
651-330-3914

MoonSoon Tobacco
6671 Valley Creek Rd. #201
Woodbury, MN 55125
651-797-3390

March 4, 2025

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Forest Lake Smoke Shop

1500 Lake Street South
Forest Lake, MN 55025
952-245-9654

Forest Lake Tobacco

221 12th Street SW
Forest Lake, MN 55025
651-464-0868

Highway 61 Tobacco Store

668 Lake Street South
Forest Lake, MN 55025
651-464-2660

668 Tobacco Store

668 Lake Street South
Forest Lake, MN 55025
651-464-2660

Forest Lake E-Cig & Tobacco

2009 W Broadway Ave. #700
Forest Lake, MN 55025
651-272-5275

Newport Smoke Shop

1668 Hastings Avenue
Newport, MN 55055
651-440-9845

In light of recent comments from the City that our clients' businesses would be subject to raids, penalties and seizure for selling cannabis paraphernalia, this is an urgent matter. As it stands, my clients are losing a significant amount of business. Customers are traveling to neighboring cities to buy cannabis pipes as well as tobacco in one location. We estimate the loss in revenue is approximately \$500,000-\$600,000 per year. This results in a loss of revenue to the City of Cottage Grove as well.

We look forward to hearing from you.

Very truly yours,

/s/ Kathleen Loucks

Kathleen M. Loucks

KML/lrs
Attachment

AN ORDINANCE TO AMEND AND REENACT TITLE 10, CHAPTER 18, SECTION 1, USE REGULATIONS, AND TITLE 10, CHAPTER 18, SECTION 2, PROVISIONAL AND CONDITIONAL USE REQUIREMENTS RELATING TO THE NEW CANNABIS LAW AND REPEAL TITLE 4, CHAPTER 4, SECTION 21, OFFENSES RELATED TO DRUG PARAPHERNALIA

SECTION 1. Title 10, Chapter 18, Section 1 and 2 of the Moorhead Municipal Code is hereby amended and reenacted to read as follows (unchanged portions of the use table have been omitted from the text below):

Title 10, Chapter 18, Section 1: Use Regulations

[illegible]

	<u>State-licensed medical cannabis combination business</u>	<u>PU</u> <u>(FF)</u>	<u>PU</u> <u>(FF)</u>	<u>PU</u> <u>(FF)</u>	<u>PU</u> <u>(FF)</u>	<u>PU</u> <u>(FF)</u>	<u>PU</u> <u>(FF)</u>	<u>P</u>	<u>P</u>
...									

Title 10, Chapter 18, Section 2, Provisional and Conditional Use Requirements, H. Home Occupations, 12. The home occupation shall not involve any of the following: small engine, auto repair or reconditioning, manufacturing, or ~~cannabinoid sales, cannabinoid production, or cannabinoid manufacturing~~ hemp or cannabis-related businesses.

Title 10, Chapter 18, Section 2, Provisional and Conditional Use Requirements, FF. State Licensed Medical Cannabis Combination Businesses:

1. All uses shall comply with building, fire safety, health code, zoning and state licensing requirements.
2. The following uses licensed for a Medical Cannabis Combination Business are permitted in LI: Light Industrial and HI: Heavy Industrial zoning districts:
 - a. grow cannabis plants from seed or immature plant to mature plant and harvest adult-use cannabis flower and medical cannabis flower from a mature plant;
 - b. make cannabis concentrate;
 - c. make hemp concentrate, including hemp concentrate with a delta-9 tetrahydrocannabinol concentration of more than 0.3 percent as measured by weight;
 - d. manufacture adult-use cannabis products and hemp-derived consumer products for public consumption;
 - e. package and label medical cannabis and medical cannabinoid products for sale;
 - f. package and label adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, and hemp-derived consumer products for sale to customers.
3. The following uses licensed for a Medical Cannabis Combination Business are permitted in CC: Community Commercial, RC: Regional Commercial, MU-1: Downtown Mixed Use, MU-3: Commercial Mixed Use zoning districts:
 - a. manufacture artificially derived cannabinoids;
 - b. manufacture medical cannabinoid products;
 - c. manufacture lower-potency hemp edibles;
 - d. manufacture adult-use cannabis edibles.
4. The following uses licensed for a Medical Cannabis Combination Business are permitted in CC: Community Commercial, RC: Regional Commercial, NC: Neighborhood Commercial, MU-1: Downtown Mixed Use, MU-2: Corridor Mixed Use and MU-3: Commercial Mixed Use zoning districts:
 - a. sell medical cannabis flower and medical cannabinoid products;
 - b. sell immature cannabis plants and seedlings, adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, hemp-derived consumer products, and other products authorized by law.

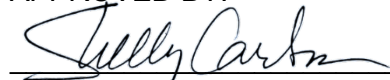
SECTION 2. Title 4, Chapter 4, Section 21, Offenses Related to Drug Paraphernalia is hereby repealed and struck in its entirety.

This Ordinance shall take effect after publication in accordance with the Moorhead City Charter.

PASSED: February 26, 2024 by the City Council of the City of Moorhead.

Christina Rust

APPROVED BY:



MICHELLE (SHELLY) A. CARLSON, Mayor

ATTEST:

CHRISTINA RUST, City Clerk

First Reading: 02/12/2024

E-Post: 02/16/2024

Second Reading: 02/26/2024

Publication: 02/29/24



City of Cottage Grove
Community Development Department
12800 Ravine Parkway South
Cottage Grove, MN 55016

Planning Division
Telephone: 651-458-2827
E-Mail: cgsuubmittals@cottagegrovemn.gov
Website: www.cottagegrovemn.gov

PLANNING APPLICATION

Applicant CG Smoke Shop		Contact Name (if different) Emad Wazwaz
Mailing Address (Street, City, State ZIP) 8461 East Point Douglas Rd South #101 Cottage Grove MN 55016		
Preferred Telephone Number 612-298-0314	Email Address Cgsmokeshop@gmail.com	

Property Owner		Contact Name (if different)
Mailing Address (Street, City, State ZIP)		
Preferred Telephone Number	Email Address	

Property Address/Location 8461 E Point Douglas Road South #101 Cottage Grove, MN 55016	Property Identification Number n/a
Legal Description	

Type of Application: (check all that apply to your proposal)			
☐	Minor Subdivision	\$500 + \$2,000 escrow	☐ Conditional Use Permit \$565 + \$5,000 escrow
☐	Preliminary Plat # of Lots:	\$565 + \$50 per lot/unit + \$5,000 escrow	☐ Interim Conditional Use Permit \$565 (annually + \$5,000 escrow)
☐	Final Plat # of Acres:	\$360 + \$100 per acre + \$5,000 escrow	☐ Variance (pre-construction) \$300
☐	Site Plan Review	\$500 + \$5,000 escrow	☐ Variance (post-construction) \$925
☐	Comprehensive Plan Amendment	\$670 + \$55 GIS fee + \$2,500 escrow	☐ Administrative Conditional Use Permit \$565 + \$5,000 escrow
☐	Zoning Amendment	\$665 + \$2,000 escrow	☐ Administrative Site Plan Review \$500 + \$5,000 escrow
☐	Planned Unit Development (PUD)	\$900 + \$2,000 escrow	☐ Easement & Public Right-of-Way Vacation \$360
☐	Concept Plan Review # of Acres:	\$1,080 + \$20 per acre + \$1,000 escrow	☒ Other Applications See Fee Table

Description of Proposal (If more space is needed, please attach a letter describing your request): Amendment allowing sale of cannabis paraphernalia by tobacco stores. See attached letter dated March 4, 2025
--

Acknowledgment and Signature: By submitting this signed application, the applicant and property owner agree to provide the City with all necessary information including plans, surveys, drawings, and other materials necessary to process and examine this request. The applicant and property owner also agree to pay all fees and escrows at the time of application and again whenever accounts are deficient. The applicant and property owner also agree to allow City staff, City Council, and Planning Commission members access to the property where the planning consideration is being requested.	
Signature of Applicant: Date: 06/30/2025	Signature of Property Owner: Date: 06/30/2025



City Council Action Request

13.A.

Meeting Date 8/20/2025

Department Finance

Agenda Category Action Item

Title 2026-2027 Budget Workshop

Staff Recommendation Provide feedback regarding 2026 Property Tax Levy and Budget Communications

Budget Implication N/A

Attachments

1.	CC Memo Budget Workshop 08202025
2.	2026-2027 Equipment Replacement Fund for equipment updated August 2025
3.	8-20-25 2026-2027 Budget Communications Options Memo



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

From: Brenda Malinowski, Finance Director

Date: August 20, 2025

Subject: 2026 Budget Workshop/Tax Levy direction

INTRODUCTION

This is the final workshop before the adoption of the 2026 Preliminary Property Tax Levy and Budget. As with previous budget processes, the 2026 Budget process included planning and consensus throughout the process to effectively evaluate the service level impacts and property tax implications. Three Council workshops have occurred since April to review budget requests, property tax impacts, and to receive Council direction. The 2026 Budget as presented maintains core city services including necessary capital replacements to provide those services.

Taxable Values

Since the last Council workshop on July 30th, estimates from Washington County were received on August 13th. The August taxable value estimates are higher than estimated in July, which is lowering the city property tax impact on properties in the City, when compared to the estimates from July.

Preliminary Values	Final Pay 2025	July Estimate for Pay 2026	August Estimate for Pay 2026
Estimated Market Values	\$6,369,508,200	\$6,753,015,800	\$6,764,223,100
Taxable Market Values	\$6,120,695,600	\$6,502,205,500	\$6,507,597,500
New Construction	\$175,296,900	\$168,998,500	\$168,170,700
Tax Capacity	\$68,560,468	\$72,763,498	\$72,930,034
Local Taxable Value	\$62,300,128	\$66,140,993	\$66,333,212

Property Tax Levy

Based on consensus at the last budget workshop, the following items have been added to the property tax levy.

Changes	Amount
Park Improvement Levy to \$190,000 per FMP	\$ 125,000
PPE for Fire	10,000
Cadet Tuition Fire	20,000
Cadet Tuition Police	20,000
Municipal Bldg. levy for maintenance identified in Facility Assessment Report	100,000
Hire Police Officer (Officer #49)	194,300
Add EDA position back to budget (fill with EDA Manager)	77,000
Equipment Levy per FMP	673,500
Increased costs for mental health services in police	3,000
Sign striping increased costs & increased lane miles striped	8,000
Tree removal services in city parks	15,000
3 assigned squads for police as per department request	254,200
HVAC & lighting study*	10,000
Christmas Decorations*	34,000
Total Property Tax Levy	\$1,544,000

*These items will be funded with savings from 2026 health insurance premiums. The 2026 health insurance premium for 2026 has come back at a zero percent increase from 2025. It is proposed to keep the remaining savings from the health insurance premium in the Self Insurance Fund to continue to stabilize the fund. In addition, there is a possibility of using part of the savings to fund optical coverage for employees to enhance benefits offered to employees.

With the changes above, the property tax levy is shown below.

	2025 Budget	2026 Proposed	2027 Proposed
City of Cottage Grove Levy			
General Fund Levy*	\$21,667,300	\$23,781,200	\$25,958,900
EMS Levy*		70,000	74,700
Equipment Levy	321,000	927,700	927,700
Municipal Building Levy	300,000	450,000	450,000
EDA Levy	137,500	187,500	237,500
Park Capital Levy		190,000	190,000
Debt Levy	3,564,800	4,278,600	4,864,250
Total Property Tax Levy	\$25,990,600	\$29,885,000	\$32,703,050
		14.98%	9.43%

	2025 Budget	2026 Proposed	2027 Proposed
HRA Levy			
HRA Levy	\$137,500	\$142,500	\$146,000

	2025 Budget	2026 Proposed	2027 Proposed
Combined Property Tax Levies			
Total	\$26,128,100	\$30,027,500	\$32,849,050
		14.92%	9.40%

*\$70,000 for the EMS Fund is proposed to be moved to new line for transparency.

Tax Rate

Based on this levy and estimated taxable values from the County, the property tax rate for 2026 is 40.294%.

	2018	2019	2020	2021	2022	2023	2024	2025	2026
Property Tax Rate	40.583%	38.958%	39.182%	37.351%	37.251%	33.914%	32.909%	37.199%	40.109%
HRA -Tax Rate								.221%	.185%
Combined Tax Rate	40.583%	38.958%	39.182%	37.351%	37.251%	33.914%	32.909%	37.420%	40.294%

Based on the August values from the County and the proposed property tax levy at 14.92%, the property tax impact for the median home is \$152.

	2025		2026			
Property	Market Value	City Property Tax	Market Value	City Property Tax	% Increase Market Value	City Property Tax Change
Median Home*	\$357,100	\$1,282	\$369,200	\$1,434	3.39%	\$152

*Median Home is based on values received from Washington County Property Taxation Department-August 2025.

Each \$52,000 change in the property tax levy will increase or decrease the city property taxes on the median home by \$2.79.

Median home increase in 2027 is \$106 based on the proposed levies for 2026 and 2027.

Equipment Replacement

Based on the equipment replacement levy of \$927,000, the following equipment is proposed to be purchased in 2026 instead of 2027. The two public works items below have been identified as the highest priority for replacement by the Public Works Director and Fleet & Facilities Maintenance Manager. The assigned squads are as requested from the police department.

- 3 assigned squads as requested by the police department \$254,200
- John Deere Gator replacement \$35,000
- John Deere Grader & Wing replacement \$345,000 (equipment requested is a loader with a wing & plow)

With the remaining equipment replacement levy, it is proposed to use \$300,000 of these funds for an interfund loan to the EMS Fund for the purchase of the new ambulance that will arrive late in 2025 or early in 2026.

Staff is proposing to keep the remaining funds in the Equipment Replacement Fund. Police staff is exploring the possibility of purchasing the used command vehicle from the County at a substantial savings from the \$750,000 that is in 2027 budget for the replacement of the command vehicle. Having funds available in the Equipment Replacement Fund will allow for the possibility of purchasing this used vehicle in 2026.

Action Requested

Provide feedback and direction regarding the 2026 Operating Budget and 2026 Property Tax Levy.

Equipment Replacement Fund

	2024	2025	2026	2027
Revenues:				
Property Tax Levy-Equipment	\$ 317,163	\$ 321,000	\$ 927,000	\$ 927,000
Additional Funds needed	-	-	-	900,000
Transfer In	52,900	-	-	-
Equipment Sales	22,984	20,000	20,000	20,000
Investment Interest	52,026	35,000	400	400
Total Revenues:	445,073	376,000	947,400	1,847,400
Expenditures:				
Equipment Paid 2024	1,807,691			
Equipment Paid 2025 from 2024	-	142,000		
Equipment Paid 2025	-	2,674,500		
Equipment Purchases	-	-	2,068,200	2,317,900
Interfund loan for ambulance			300,000	
Total Expenditures:	1,807,691	2,816,500	2,368,200	2,317,900
Other Financing Sources/(Uses)				
Equipment Certificates	500,000	1,970,000	1,655,000	-
Transfer Out-Debt Payment		-	-	-
Issuance Costs	-	-	-	-
Total Other:	500,000	1,970,000	1,655,000	-
Beginning Fund Balance	\$ 1,622,561	\$ 759,943	\$ 289,443	\$ 523,643
Ending Fund balance	\$ 759,943	\$ 289,443	\$ 523,643	\$ 53,143

2026 Equipment

Vehicle for police	21-1247-13	Police	55,000	
Vehicle for police	21-1839-14	Police	55,000	
Assigned squad cars (3)	Squad Cars	Police	254,200	
Garbage truck-Priority 1	41-6003-14	Parks	165,000	Equipment Cert
Sign truck-Priority 2	32-1101-07	Signs	220,000	Equipment Cert
Forestry aerial service truck-3	36-6009-07	Forestry	210,000	Equipment Cert
Blower for new tractor-Priority 4	41	Parks	14,000	
Tractor-Priority 5	34-8710-18	Snow	100,000	Equipment Cert
Utility vehicle with attachments-6	31-8409-16	Streets	255,000	Equipment Cert
Dump Truck Single Axle -Priority 7	31-4001-10	Streets	360,000	Equipment Cert
Gator	41-8704-05	Parks	35,000	
Loader and wing	31-8002-91	Streets	345,000	Equipment Cert
Ambulance (Interfund Loan to EMS)			300,000	
			2,368,200	

2027 Equipment

Vehicle for police	21-1641-16	Police	56,650	
Vehicle for police	21-1646-16	Police	56,650	
Command vehicle			750,000	
Assigned squad cars (6)	Squad Cars	Police	523,600	
Vehicle for fire chief	26-3117-15	Fire	72,000	
Fire vehicle for deputy fire chief	26-3127-17	Fire	75,000	
Fire vehicle for misc. fire staff	26-0344-10	Fire	75,000	
Wildland fire pickup	26-3128-13	Fire	200,000	
UTV for brush fires	26-0214-14	Fire	40,000	
Tractor	41-8403-08	Parks	135,000	
Mower	41-8502-19	Parks	122,000	
Mower 16-foot	41-8511-18	Parks	167,000	
Arrow board	31-0036-08	Streets	10,000	
Arrow board	31-0037-08	Streets	10,000	
Message board trailer	31-0050-11	Streets	25,000	
			2,317,900	

Unknown

SCBA's			350,000	
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TO: Honorable Mayor and City Council
Jennifer Levitt, City Administrator

FROM: Phil Jents, Communications Manager

DATE: August 20, 2025

RE: 2026-2027 Budget Communications

Budget Communications

As the 2026-2027 budget comes together, the City is working on a general communications plan to be rolled out beginning sometime in September and going through final budget adoption in December.

Staff presented three options for communications to the City Council on July 30, 2025, wherein Council expressed a preference for Option 3. This option includes, but is not limited to, information posted to the website, social media, educational videos, and more.

At the budget workshop on August 20, 2025, staff will present in slightly greater detail some of the key messages, copy for social media, copy for the website, and rough outlines for videos.

As always with communications, plans are subject to change based on feedback from Council and City leadership, and also subject to change in order to fit the needs of the community and organization.

In general terms, Option 3 includes elements of the following:

Key Messages:

- Proposed _____% property tax levy increase
 - Would be higher were it not for new development
- Caused by:
 - Rising personnel costs (healthcare, wages, etc.)
 - Rising capital and equipment costs (facility costs, fleet costs, etc.)
 - Inflation and tariff impacts on costs of goods and services (building materials, street maintenance materials, etc.)
- Impact on a \$368,000 home is:
 - \$XX/year
 - \$XX/month
 - \$XX/day
- Budget decisions now can have impacts on future budgets
 - "Kick the can down the road" only delays potential budget decisions; might make them worse
 - In addition to expanding the city's taxbase, cuts to services and personnel are the way to achieve a lower levy
- National Community Survey showed that:

- Over 80% of residents have a good quality of life in Cottage Grove
- Approx. 34% are satisfied with the taxes they pay
- Approx. 32% are not satisfied with the taxes they pay
- Approx. 15% were willing to accept service reductions in exchange for lower taxes

Option 3: Comprehensive Communications Plan

Goal: Build understanding, trust, and civic engagement around the city budget process and decisions.

Tactics:

- **Dedicated budget webpage**
- **Short video series** (TrueLens Community Media and/or DIY):
 - "Where Your Tax Dollars Go"
 - "Top 5 Budget Changes This Year"
 - "Understanding the Property Tax Levy"
- **Infographics:** Break down complex topics into simple visuals for social media
- **Virtual "Town Hall"** type meeting with the mayor, council, or finance team.

Channels: Website, social media, YouTube, newsletter, Cottage Grove Connect

Tone: Transparent, community-focused, responsive