



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

September 3, 2025

- 1 Call to Order
- 2 Pledge of Allegiance
- 3 Roll Call
- 4 Open Forum
- 5 Adoption of Agenda
- 6 Presentations
 - A Hispanic Heritage Month Proclamation
Staff Recommendation: Receive the Hispanic Heritage Month Proclamation.
- 7 Consent Agenda
 - A City Council Special Meeting Minutes (2025-07-23)
Staff Recommendation: Approve the July 23, 2025, City Council Special Meeting Minutes.
 - B City Council Special Meeting Minutes (2025-07-30)
Staff Recommendation: Approve the July 30, 2025, City Council Special Meeting Minutes.
 - C City Council Special Meeting Minutes (2025-08-06)
Staff Recommendation: Approve the August 6, 2025, City Council Special Meeting Minutes.
 - D City Council Regular Meeting Minutes (2025-08-06)
Staff Recommendation: Approve the August 6, 2025, City Council Regular Meeting Minutes.
 - E EDA Meeting Minutes (2025-06-17)
Staff Recommendation: Approve the June 17, 2025, Regular Economic Development Authority Meeting Minutes.
 - F Planning Commission Meeting Minutes (2025-07-28)
Staff Recommendation: Accept and place on file the minutes from the July 28, 2025, Planning Commission Meeting.
 - G Grey Cloud Trail - Joint Powers Agreement
Staff Recommendation: Approve the Joint Powers Agreement between the City of Cottage Grove, the City of St Paul Park, and Grey Cloud Island Township for joint responsibility of Grey Cloud Trail.
 - H Agreements for Professional Services – Fire Protection Systems Plan Review and Inspections
Staff Recommendation: Approve the agreements with Fire Protection Services Inc. and Fire Loss Prevention LLC for fire protection system plan reviews and inspections.

- I No Parking Zone - Granada Ave S and 70th St S
Staff Recommendation: Adopt Resolution 2025-116 restricting parking along the northbound lane of Granada Avenue where the median is present.
- J TH61 River Oaks Restricted Crossing U-Turn (RCUT) Final Payment
Staff Recommendation: Adopt Resolution 2025-126 approving the final payment in the amount of \$22,737.56 for the TH61 River Oaks RCUT Project.
- K Hearthside Park Sports Lighting System Change Order
Staff Recommendation: Authorize Change Order for Hearthside Park Sports Lighting Project to contract Killmer Electric to drill and/or install a spread footing for the light pole at a cost not to exceed \$14,000.
- L 2025 Fall Boulevard Tree Planting
Staff Recommendation: Adopt Resolution 2025-124 awarding the Base Quote plus Alternate 1 for the 2025 Tree Planting Contract to Wilson's Nursey in the total amount of \$52,705 for the material and labor to install 155 boulevard trees and authorize the service agreement between Wilson's Nursery and the City of Cottage Grove.
- M Designated Hunting Areas
Staff Recommendation: Approve the proposed 2025-2026 archery and firearms hunting area maps.
- 8 Approve Disbursements
 - A Approve Disbursements
Staff Recommendation: Approve disbursements from 08-15-2025 through 08-28-2025 in the amount of \$6,616,996.90.
- 9 Public Hearings
 - A Frattalone's Southpoint Ridge Easement Vacations and New Easements (Roers)
Staff Recommendation: 1) Hold the public hearing to vacate certain easements in Frattalone's Southpoint Ridge. 2) Adopt Resolution 2025-119 vacating, rescinding, terminating, and releasing certain easements over Lots 3 and 4, Block 1, and Outlots A, C, and D of Frattalone's Southpoint Ridge. 3) Approve the establishment of a temporary construction easement for a retaining wall. 4) Approve the establishment of a permanent retaining wall easement.
- 10 Bid Awards
- 11 Regular Agenda
 - A Adopt Preliminary Property Tax Levy
Staff Recommendation: Adopt Resolution 2025-121, Adopting the Proposed Preliminary 2025 Property Tax Levy Collectible in 2026.
 - B Hazardous Building Demolition - 8274 Hemingway Avenue South
Staff Recommendation: Adopt Resolution 2025-134 ordering the removal of a hazardous building located at 8274 Hemingway Avenue South.
- 12 Council Comments and Requests
- 13 Workshops - Open to Public
 - A Amrize Nelson Mine – Final Environmental Impact Statement
Staff Recommendation: Receive the presentation and offer feedback to staff.
- 14 Workshops - Closed to Public
- 15 Adjournment



City Council Action Request

6.A.

Meeting Date 9/3/2025

Department Communications

Agenda Category Presentation

Title Hispanic Heritage Month Proclamation

Staff Recommendation Receive the Hispanic Heritage Month Proclamation.

Budget Implication

Attachments	1. September 2025 Hispanic Heritage Month Proclamation
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**PROCLAMATION HONORING HISPANIC HERITAGE MONTH
SEPTEMBER 15 — OCTOBER 15, 2025**

WHEREAS, the United States of America is a nation built by the contributions of people from diverse backgrounds, and the Hispanic community has played a vital role in shaping our country's history, culture, and achievements; and

WHEREAS, the Hispanic community has had a profound influence on our country through their strong commitment to family, faith, hard work, and service, and they have enhanced and shaped our national heritage with centuries-old traditions that reflect the multiethnic and multicultural customs of their community; and

WHEREAS, the period from September 15 to October 15 is designated as National Hispanic Heritage Month to celebrate the histories, cultures, and contributions of Americans whose ancestors came from Spain, Mexico, the Caribbean, and Central and South America; and

WHEREAS, this month-long celebration begins on September 15, a significant date that marks the independence anniversaries of five Latin American countries: Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua, and includes Mexico's Independence Day on September 16, Chile's Independence Day on September 18, and Belize's Independence Day on September 21; and

WHEREAS, we recognize and honor the many ways that the Hispanic culture has enriched the fabric of our society while also rededicating ourselves to address the lack of equal access to opportunity that many still face; and

WHEREAS, the City of Cottage Grove is proud to honor the history and contributions of the Hispanic community here and throughout our State and our Nation.

NOW, THEREFORE, the Mayor and City Council of the City of Cottage Grove, County of Washington, State of Minnesota, hereby proclaim September 15 through October 15, 2025, as:

HISPANIC HERITAGE MONTH

Passed this 3rd day of September 2025.

Myron Bailey
Mayor



City Council Action Request

7.A.

Meeting Date	9/3/2025		
Department	Administration		
Agenda Category	Action Item		
Title	City Council Special Meeting Minutes (2025-07-23)		
Staff Recommendation	Approve the July 23, 2025, City Council Special Meeting Minutes.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>2025-07-23 City Council Special Meeting (Budget) updated by Brenda</td></tr></table>	1.	2025-07-23 City Council Special Meeting (Budget) updated by Brenda
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COTTAGE GROVE CITY COUNCIL
12800 RAVINE PARKWAY SOUTH
COTTAGE GROVE, MN 55016
TRAINING ROOM - 5:30 P.M

July 23, 2025

1. CALL TO ORDER

The City Council of the City of Cottage Grove, Washington County, Minnesota, held a Special Workshop Meeting on July 23, 2025, at Cottage Grove City Hall, 12800 Ravine Parkway. Mayor Bailey called the meeting to order at 5:30 p.m.

2. WORKSHOP - OPEN TO PUBLIC

A. 2026 Budget Workshop

Staff Recommendation: Provide staff with feedback and directions regarding the 2026 Budget.

Administrator Levit began the Budget meeting by explaining to the Council the paperwork presented to them would aid in the presentation.

Director Malinowski began the meeting by acknowledging the city's consistent residential growth, indicating that Emily would soon provide more details on "lot inventory" and future projections. The city's path forward involves a strategy to "hold the line" on spending due to prevailing uncertainties. Key funding priorities include the ongoing commitment to the existing pavement management plan, without any postponement, and enhancing the city's overall organizational resilience. Additionally, the city aims to deliver innovative services, with directors and teams scheduled to elaborate on these initiatives in budget meetings over the coming weeks.

Providing a quick overview of the budget figures, Malinowski stated that the total operating budget stands at \$65 million, with \$30.8 million allocated to the general fund within that. Approximately \$1.9 million is designated for equipment replacement capital across all budgets in 2025, including enterprise funds, with \$1.4 million specifically in the equipment replacement fund; Staff will provide more detailed information over the upcoming weeks. Public safety funding remains an important discussion point tonight, as it impacts the squad car policy and a big portion of the overall budget. Regarding staffing levels, no new general full-time positions have been budgeted, though two full-time positions are included as budget-neutral and will be discussed in more detail as the meeting progresses to those specific departments. Three seasonal, part-time positions have been allocated to the Parks Department, intended for enhancing the park esthetics where needed. The EDA Director position and one police officer position is left vacant in 2026.

For 2025, expenditure remains consistent with previous discussions, with public safety still accounting for 49% and public works for 19% of the budget. On the revenue side, the 2025 figures are also consistent with prior projections, with property taxes making up 76.23% of the revenue. Other significant revenue sources include licensing and permit and charges for services.

An analysis of cash balances over the past four years across all funds was presented. The General Fund has slightly increased, while the Special Revenue Fund saw a decrease in 2024 due to the construction of the South District Streets from the ED Trust Fund. Debt service funds, reserved for debt service, have been strategically increased

over the years. While initially experiencing a downturn, enterprise funds are now showing signs of recovery. Utility rates for water, sewer, and streetlights are slated for discussion next week. Internal service funds, which had dipped below zero, are now on an upward trend. Finally, developer LOCs involve funds received from developers and held in escrow until engineering or other development-related bills are paid on their behalf.

As part of its financial management plan, the city is actively exploring opportunities to fund capital improvement projects while keeping the property tax levy as low as possible. In terms of debt paydown, approximately \$350,000 in cash will be used in 2026 from the Closed Debt Fund, with a projection of \$667,000 for debt paydown by the end of 2035. The strategy over the last couple of years has been to primarily use interest from the Closed Debt Fund to pay down the principal balance, and while slightly heavier utilization is anticipated for the next couple of years, the goal is to continue leveraging interest where feasible. For 2026, an anticipated \$6 million in debt issuance is planned for pavement management, equipment certificates, and the Oltman ballfield constructed this year. Looking ahead to 2027, the current financial management plan identifies \$10.7 million, though the Capital Improvement Plan (CIP) indicates \$14.2 million, a difference attributed to two recent projects not yet reflected in the financial management plan. The city's objective is to target approximately \$10 million per year in debt issuance to stay under the bank-qualified limit. It was clarified that the 2027 debt issuance will not impact the current year's budget but will affect the 2028 budget.

The discussion then moved to the property tax levy details, starting with the 2026 budget levy. For the 2026 levy, part of the 2025/2026 two-year budget, the initial projection was a 12.93% increase. However, the current levy stands at a 9.18% increase. This reduction was achieved by revisiting and increasing revenue projections, reducing the squad car funding to zero, as squad cars are funded by the property tax levy. The EDA Levy remains unchanged, while the Park Improvement Levy has been reduced to \$65,000, and the HRA levy has seen a slight increase. For 2027, the levy is projected at 14.6%, based on the 9.18% levy.

Councilmember Olsen expressed particular interest in the levy fluctuation, questioning the shift from the previously guided 12.93% for 2026 to 9.18%. The council member recalled that the intent last year was to provide more funding to mitigate the impact this year and prevent "roller coaster" fluctuations in the levy. It was confirmed that adhering to a 12.93% levy should result in an approximate 10.8% levy in 2027, maintaining a more consistent trajectory. The discussion highlighted the importance of recognizing changing economic conditions and adapting the financial management plan, accordingly, suggesting a need to move beyond a rigid "this or nothing" approach.

Community Development Update

Director Schmitz reviewed the responsibilities of the Community Development Department, which include planning, building inspections, and code enforcement. The department also provides support to the planning commission and the committee on historic preservation. Its core mission is to deliver high-quality municipal planning, inspection, and property services to both residents and businesses.

Schmitz noted the department's significant accomplishments for 2025, such as the completion of a Housing Market Study, the platting of 328 single-family and 48 townhome lots, and the issuance of 2,099 building permits with 7,881 inspections conducted through June. Public/Institutional achievements include additions to several schools

and water treatment facilities, while commercial development saw the addition of Gerber Collision. Looking ahead to 2026, the department's goals are centered on long-range planning, including the Comprehensive Plan Update and Strategic Planning, alongside efforts to enhance customer service efficiency, promote development, and continue resident education on ordinances.

Schmitz analyzed the provided lot inventory data, which details available lots from 2018 to July 1, 2024.

Additionally, she reviewed the apartment data for 2026 and 2027, indicating a potential for 368 and 308 apartment units, respectively, which are currently in the approval process. Building permit projections offer historical and forecasted data for various permit types and their valuations.

Schmitz examined the budget impacts for Planning & Zoning, primarily focusing on the 'Imagine 2050' Comprehensive Plan Update. This multi-year initiative involves hiring a consultant in Q3 2025, forming a steering committee in 2026, community engagement and drafting the Plan in 2027, public hearings in 2028, and final adoption in early 2029. For Inspections, the budget impacts include reinstating a Building Inspector position, funded by 2025 permit fees, and the removal of credit card fees from the budget.

Parks & Recreation Update

Director Dockter explained the Parks & Recreation Department is a multifaceted entity responsible for providing leisure services and managing extensive facilities, including parks, open spaces, and specialized venues like the Ice Arena and River Oaks Golf Course. Its mission is centered on promoting active living to enhance community health, well-being, education, and vitality.

The department reported significant accomplishments in 2025, such as habitat restoration, new park construction, and successful management of record-setting facility usage. Looking ahead to 2026, key goals include further park development, expansion of popular programs like pickleball, and strategic financial objectives such as achieving 50% cost recovery for recreation services and increasing Ice Arena advertising revenue. Budgetary considerations highlight increased operational costs due to expanded use and inflation, adjustments for overtime, and the addition of seasonal positions, alongside projected revenue growth in recreation. The department is actively addressing challenges like increased overtime hours while pursuing opportunities for program expansion and financial sustainability.

Regarding the golf budget, Neitz started with speaking to the golf carts. These carts are currently in year seven of a lease-to-own agreement with a \$1 buyout, but due to single-rider usage during the COVID-19 pandemic, they are effectively eight years old and will require replacement next year. The patio upgrade, although budgeted for 2025, has not yet been spent, pending a review of how the year revenues progress. The goal is to have a fully upgraded patio by 2026 to provide a better "grill atmosphere" and an improved point-of-sale system. The department is also actively monitoring changing consumer trends, such as the tapering from alcohol sales and the rise of alternative beverages like mocktails, to adapt to its customers.

For 2026, significant equipment needs include a critical, large piece of maintenance equipment: the reel grinder, estimated at around \$40,000. This machine is vital for grinding reels to ensure good turf quality and reduce the need for chemicals. More importantly, the current reel grinder is very old, parts are no longer available, and it presents a safety concern, necessitating its replacement. Additionally, \$59,000 has been budgeted for the irrigation system bond payment in 2026, with full irrigation bond payments commencing in 2027. Regarding the irrigation system's performance, which has been fully operational for about a year, it was noted that the system

has delivered excellent results with good coverage. Crucially, staff can now dedicate their time to course maintenance rather than pipe repairs. The system has exceeded expectations, providing increased efficiency in water usage through the deployment of soil moisture meters, allowing for more targeted watering.

The department projects continued profitability for the next few years (up to five) for its restaurant and overall business operations. Although the start was slow this season, business is now catching up. Staffing-wise, the department is down one full-time employee, which has impacted on the net profit. The focus is now on efficiently managing events that yield decent profits and charging competitive rates compared to other venues. A question was raised about the \$3 discount for residents playing 18 holes and \$2 for 9 holes. It was noted that this \$3 discount has likely remained unchanged for 20 years. Comparisons to other community courses, such as Eagle Valley, which charges a flat fee for a larger discount, will be investigated and the information shared later with Council. Approximately 10% of golfers utilize the resident discount, which is applied to their profile electronically after their initial request.

The discussion delved into the park department staffing needs, particularly regarding the desire for additional personnel versus managing existing overtime costs. It was emphasized that unless it's contract-specific, the city isn't compelled to hire additional staff. A question was raised about whether a full-time person or two part-time individuals could manage weekend duties. Dockter said that while the possibility of adding another person is an option, it isn't always the most cost-effective solution when considering all associated costs, including overtime. Dockter personally hadn't heard of a strong, expressed need for another full-time person.

The conversation highlighted that sometimes it's more beneficial in the long run to manage overtime, rather than immediately hiring another person, as there are many considerations beyond just the Full-Time Equivalent (FTE) count. Flexibility in staffing is crucial because a reduction in personnel is difficult to achieve once hired, and the city does not want to get rid of people. Therefore, the opinion was that it's crucial to thoroughly evaluate all alternatives for acquiring labor, agreeing that a deeper discussion was warranted.

Councilmember Garza posed a question regarding whether the city considers different level-based hiring for positions, such as bringing in part-time staff at a lower hourly rate (e.g., \$20 an hour for afternoon cleanup in parks) rather than only hiring at the full-time, higher-salary level of existing long-term staff. It was acknowledged that there are indeed different pay levels, suggesting potential cost savings by entering new hires at a lower level. The rationale for considering weekend workers, particularly for the Parks Department, stems from the anticipation of two more rentable facilities in a couple of years. This raises the question of whether existing parks staff can cover these needs or if additional weekend workers will be required. It was suggested that this would need to be part of contract negotiations, allowing time to address the necessary adjustments.

The conversation then shifted to the potential of utilizing contracted services, especially if it results in cost savings. It was suggested that if more external services are utilized, the city might have an alternative to adding full-time staff. There was a notion of using an existing contractor to achieve reductions, rather than the city directly taking on the work. However, the reason for waiting to pursue some of these alternatives is to ensure service quality; if residents call Public Works because buildings are not in great shape, it will reflect badly on the city. If the city is already satisfied with its current services, then there might be an advantage in not leveraging those contracts and maintaining the same arrangement.

Equipment Replacement and Financial Management Plan

Administrator Levitt stated that equipment replacement is not currently in the budget in terms of direct levy impact. Instead, it involves adding money to the budget in other ways. The 2026 equipment replacement will be funded with equipment certificates, meaning there is no direct levy impact in 2026 for equipment replacement. The city had initially planned for \$900,000 in the financial management plan for 2026, but this has been reduced to zero to achieve the 9.18% property tax levy increase.

It was proposed that for the next discussion, all equipment requests, including those affecting the property tax levy in the financial management plan, should be presented to show the overall numbers. This was brought up because there's a recognized need for administrative vehicles in public safety (two vehicles, one in 2026 and one in 2027), which should be part of a larger conversation about equipment replacement. Councilmember Olsen expressed the sentiment that "zero" for equipment replacement isn't feasible, and while the fund itself might appear to have a zero-levy impact, the equipment is still being acquired, just paid for in different ways, such as through the \$1.4 million in equipment replacement certificates.

Public Safety Emergency Management Update

Director Koerner stated in 2025, the Emergency Management division achieved several key milestones, including the successful planning and hosting of a multi-disciplinary train derailment tabletop exercise. They also conducted a joint training search and rescue exercise in collaboration with the Civil Air Patrol. Infrastructure improvements saw the installation of a new outdoor warning siren, and the department actively participated in the REP Drill while completing the revision of the City All-Hazards Plan. Looking ahead to 2026, the goals for Emergency Management include organizing a Community Emergency Response Team (CERT), planning for additional outdoor warning sirens, providing ICS-300 training for city supervisory personnel, and validating existing policies, plans, and procedures through various exercises and real-life events. Budgetary impacts for Emergency Management involve ongoing research into grant funding for Emergency Operations Center (EOC) technology and ensuring the continuous maintenance of critical systems and equipment.

Police Department

Koerner added the Police Department had a productive 2025, marked by the adoption of a new five-year strategic plan and the initiation of quarterly reporting to track progress. A significant structural reorganization led to the creation of the Community Impact Team (CIT), which now includes an embedded social worker and a Therapy K9, enhancing community engagement and support. A Traffic Safety Officer position was also added to improve road safety. The department successfully began the implementation of an assigned squad program, deploying new Tasers, and advanced its technological capabilities. Furthermore, the establishment of the Positive Impact Team and Peer Support Team significantly bolstered officer wellness, safety, and recruitment/retention efforts. For 2026, the Police Department aims to refine its five-year strategic plan and continue achieving its strategic goals. A key focus remains on recruiting and retaining police officers through a comprehensive wellness program, a CSO Cadet program, and the growth of both the assigned squad and K9 programs. The department also plans to utilize grant funding and maintain or expand service levels while fostering high community engagement.

Regarding Police Budget Impacts, the department will maintain the 49th police officer position and the grant-funded Traffic Safety Officer. A second Case Management Detective is planned, contingent on securing a COPS CHP grant in 2027. Operational budgets are set to increase for event overtime, ammunition, and professional services.

The department is also requesting tuition reimbursement for the CSO Cadet program and is implementing Flock cameras to enhance public safety. For police vehicles, requests for new squads are noted for both 2026 and 2027, with specific concerns highlighted regarding frame rusting in one investigative squad and catastrophic engine failure in another. The take-home squad program is anticipated to reach full deployment by 2027.

Animal Control

In 2025, Animal Control maintained its contractual services with the Animal Humane Society and effectively utilized a microchip scanner and social media to decrease animal impounds. The 2026 goals for Animal Control include updating kennels in the police garage, potentially with a donation from the Public Safety Board. The department also aims to continue improving communications to reunite lost pets and to utilize administrative hearings for dangerous dog appeals. Budgetary impacts for Animal Control primarily involve contractual services with the Animal Humane Society and cost-of-living increases for Community Service Officers (CSOs).

Fire Department

Koerner introduced the Fire Department's 2025 accomplishments including the adoption of a new five-year strategic plan and the addition of a Deputy Fire Chief to the Command Staff. The Standards of Cover Study was initiated, and the Case Management Unit Team was expanded to include a Fire Captain/Paramedic. The department prioritized firefighter wellness by conducting wellness checks and establishing a Peer Support Group. Significant community outreach was achieved through a home fire safety program, which completed over 180 visits, and the department successfully received a FEMA Grant for this Home Safety Program. For 2026, the Fire Department's goals are centered on recruiting and retaining firefighter/paramedics, including an accelerated recruitment program designed to send firefighter/EMTs to paramedic school. They also aim to begin implementing recommendations from the Standards of Cover Study, utilize grant funding, establish a fleet replacement schedule, and plan for SCBA replacement with the exploration of grant opportunities. Fire Budget Impacts involve increasing operating expenses for personal protective equipment, and focus on recruitment and retention of firefighters, with a particular emphasis on accelerated paramedic training.

Emergency Medical Services (EMS)

In 2025, EMS successfully transitioned to a new EMS billing company and received Minnesota Office of EMS Clinical Excellence Recognition. Clinical capabilities were enhanced through the implementation of advanced respiratory treatment (BiPAP) and upgrades to cardiac monitor/defibrillators and point-of-care ultrasound machines. The 2026 goals for EMS include developing accelerated recruitment pathways for Firefighter/EMTs to become Firefighter/Paramedics, continuing the Fire/EMS Cadet program, updating the fleet replacement plan for ambulances, and expanding the Community Paramedic Program. EMS Budget Impacts involve ambulance replacement, training firefighter/EMTs to Firefighter/Paramedics, increasing the budget to cover price increases for EMS supplies, and maintaining staffing levels for a dedicated Advanced Life Support (ALS) fire engine and two ALS ambulances.

Special Revenue Funds

Under Special Revenue Funds, Forfeiture & Seizure is budgeted at \$22,780 for 2026, and the Opioid Settlement is budgeted at \$70,760 for 2026, with Cottage Grove responsible for 50% of the social worker wage cost. In 2025, accomplishments included partnering with Washington County to hire an embedded social worker, expanding Naloxone training, and funding the equipment and start-up of the Crime Scene Team. The 2026 goals are to continue the partnership with Washington County, provide community classes for Naloxone administration, expand the Community Paramedic Program, and update computer/cell phone forensic technology. Impacts in the

Forfeiture Budget include an increased need for forensic tools/software, prosecuting attorney fees for forfeiture, forensic detective training, and enhancements in squad and body camera systems.

Regarding Opioid settlement funds, \$355,507 was received through December 31, 2024, with an estimated \$52,000 per year for the next 13 years, though there is no guarantee of this continued funding.

Challenges and Opportunities

Director Koerner described that the Public Safety Department faces ongoing challenges, particularly in staffing and retention, with a persistent need for police officers and firefighter/paramedics, compounded by a significant increase in police overtime hours. Vehicle maintenance also presents a concern, highlighted by issues like frame rusting and engine failure in police squads. Budgetary pressures are evident across departments due to rising operating expenses for items such as ammunition, personal protective equipment, and EMS supplies, alongside a reliance on grant funding for new positions and technology. Furthermore, the potential volatility of Opioid settlement funds, which are not guaranteed for future years, poses a funding challenge for related programs. Despite these challenges, numerous opportunities exist. The adoption and refinement of five-year strategic plans across Police and Fire provide clear roadmaps for future development. The expansion of community-focused programs like the Community Impact Team, Community Emergency Response Team, and Community Paramedic Program strengthens public safety and community partnerships.

Councilmember Olsen asked staff about the DWI officer and an additional CMU officer paid for by grant funding and asked if we could request another officer and what the associated with that would be. Koerner responded that with this particular DWI enforcement, there wouldn't be a direct effect on the budget because it's partially covered by a grant, though it's a percentage. There were directions to identify costs for these two positions. The overall sense was that while the budget might seem "a little less encouraging" in some areas, it is indeed encouraging overall. The meeting concluded with thanks to all attendees.

3. ADJOURNMENT

A motion to adjourn the meeting by Councilmember Olsen and seconded by Councilmember Garza. The meeting ended at 8:42 p.m.

Minutes prepared by Tamara Anderson, City Clerk and reviewed by Brenda Malinowski, Finance Director.



City Council Action Request

7.B.

Meeting Date	9/3/2025		
Department	Administration		
Agenda Category	Action Item		
Title	City Council Special Meeting Minutes (2025-07-30)		
Staff Recommendation	Approve the July 30, 2025, City Council Special Meeting Minutes.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>2025-07-30 City Council Special Meeting (Budget)</td></tr></table>	1.	2025-07-30 City Council Special Meeting (Budget)
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COTTAGE GROVE CITY COUNCIL
12800 RAVINE PARKWAY SOUTH
COTTAGE GROVE, MN 55016
TRAINING ROOM - 5:30 P.M

July 30, 2025

1. CALL TO ORDER

The City Council of the City of Cottage Grove, Washington County, Minnesota, held a Special Workshop Meeting on July 30, 2025, at Cottage Grove City Hall, 12800 Ravine Parkway. Mayor Bailey called the meeting to order at 5:30 p.m.

2. WORKSHOP - OPEN TO PUBLIC

A. 2026 Budget Workshop

Staff Recommendation: Provide staff with feedback and directions regarding the 2026 Budget.

Equipment Replacement Fund and Staffing

The meeting addressed the proposed budget for the 2026 Equipment Replacement Fund, totaling \$1,434,000. This fund is earmarked for several critical purchases, including two police vehicles at \$55,000 each, a garbage truck for the Parks department at \$165,000, a sign truck for \$220,000, a forestry aerial service truck for \$210,000, and a single-axle dump truck for the Streets division at \$360,000. It was also mentioned that an additional request for six new police squads, priced at \$84,720 each, would add an extra \$508,320 to the budget, although this amount is not included in the primary Equipment Replacement Fund total.

The average yearly request for the equipment schedule has been \$1.9 million over a 10-year period and \$2.1 million over a 7-year period, which gives context to the current year's request. A take-home squad program was also initiated in late fall of 2024. The average maintenance cost for each squad was reported to be \$5,741 in 2023 and \$5,730 in 2024, with a projected trend of \$5,566 for 2025, indicating a slight decrease in maintenance costs.

Public Works Department Review

The Public Works Department, which is responsible for the operation and maintenance of the city's infrastructure, is composed of 15 different divisions. The total proposed budget for General Fund Public Works divisions for 2026 is \$6,277,620, which represents a 4.38% increase from the previous year.

Director Burfeind reviewed the Engineering & Public Works Administration division accomplishments from 2025, which included the development of a five-year trail maintenance and replacement plan and the initiation of the "Safe Streets and Roads for All" planning process. Looking ahead, the goals for 2026 are to successfully deliver the 80th Street & East Point Douglas Road Rehabilitation Project and complete the "Safe Streets & Roads for All" planning process. A question was also raised about whether the city is still televising pipes, to which the response was a simple "Yes."

The Streets Division also shared its 2025 accomplishments, such as implementing a 14th snowplow route and paving over 2,000 tons of asphalt. The city currently operates under the 2025-2037 Pavement Management Plan, which has a primary goal of maintaining a PASER rating above 7.0, with the current rating at 7.07. The plan calls for ramping up to 4 miles of mill and overlay per year, and 3.25 miles are planned for 2026. A new initiative for snowplowing was also discussed, which involves using treated salt for all 14 trucks to reduce overall salt usage by 20%. This is expected to result in savings of \$42,200 in 2026 and \$40,300 in 2027. Additionally, the city received a grant that will cover half of the cost for updating the salt control system. The trucks will receive the new equipment for this system in 2025 from savings in the snowplowing budget.

The Forestry division has enacted a six-year tree trimming plan to reduce annual expenses. The city is also currently treating 1,800 ash trees on a three-year cycle and continues to work on grinding trees from the 2024 storm and \$15,000 has been included in the 2026 budget for the grinding of these trees. This grinding effort is

expected to be completed in 2027. Additionally, staff members are applying for grants to replant 131 trees that were lost in the 2024 storm.

The City of Cottage Grove's Public Works Special Revenue Funds of Recycling and Roadway & Trailway Maintenance were reviewed by Director Burfeind. The proposed Recycling fund expenditures for 2026 are \$72,690 to fund recycling activities that are funded with a grant from Washington County. The proposed Roadway & Trailway Maintenance expenditures are \$1,979,000, which are funded through the franchise fee agreement with Xcel and CenterPoint Energy.

Utility Funds and Rate Changes

The workshop included a detailed review of the city's utility funds and proposed rate changes presented by Director Burfeind and Director Malinowski. A street light rate study was conducted by public works in conjunction with the finance department, which revealed that the city's streetlight rate is on the higher end compared to other cities. This is primarily because Cottage Grove has a full street light system while Xcel Energy provides streetlights systems to most communities. In addition, most communities fund their city's main road lighting and traffic signals through the general fund. Cottage Grove funds these costs with the Street Light Fund which drives up the costs. It was noted that while the rate is higher, the city's streetlights are still more cost-effective than Xcel streetlights, with city lights costing around \$19 compared to Xcel's \$22.

A question was raised about whether the city had broken down the budget to see if any other cities have their stop lights or traffic signals in a separate budget. The response indicated that they could get that information and noted that streetlights are the only category where the city's approach stands out. While some cities put some of that into their capital funds, Cottage Grove puts everything into one fund, making the rate seem higher. It was suggested that more research is needed to understand how other cities are using their funds and if the costs are being spread across a larger population.

The proposed rate increase for the Street Light Utility for 2026 is 8%, which amounts to an increase of \$0.51 per month. This increase is intended to cover operating expenses, more directional drilling for conduit, and wire replacement and to help with the dramatically increasing costs of signal components. It was also clarified that a proposed holiday decorations budget addition of \$33,025 is not currently funded or included in the budget. Other utility rate increases were also presented:

- Storm Water Utility: A 3% increase, or \$0.19 per month.
- Water Utility: A 10% increase, or \$1.04 per month, to fund current operations, a meter replacement program, and capital improvements including painting of water towers.
- Sanitary Sewer Utility: A 7% increase, due to an increase in the MCES wastewater charge of 6.27%. The largest expense in the Sanitary Sewer Budget is the MCES expense which is set by Met Council.

Fleet and Building Maintenance Update

The Fleet and Building Maintenance division shared its recent accomplishments, which include completing the shop remodel and hiring a fifth mechanic. A facility audit of City Hall, Public Safety, and the Central Fire Station was also completed in 2025. The goals for 2026 are to continue updating the facility capital improvement plan for the Public Works building, and add a barcode system to inventory parts in the shop to improve efficiency. The replacement of the scrubber is budgeted for \$85,000, and it was announced that the lead building maintenance employee will be retiring on January 2, 2026. A search for a replacement has already begun.

General Government

Administrator Levitt reviewed the General Government budgets, which provides support to all other city departments, composed of three departments: Mayor and Council, Administration, and Finance. The total proposed budget for General Government is \$3,772,250 in 2026, which is a 1.36% year-over-year growth.

Mayor & Council

- 2025 Accomplishments: Maintained a AAA bond rating and pursued funding for park development at Mississippi Dunes Park.

- 2026 Goals: Develop the Shoppes at Cottage View, maintain a AAA bond rating, and secure funding for the 100th Street project.

Administration

- 2025 Accomplishments: Completed new hire and retention interviews and implemented the JumpStart program for onboarding.
- 2026 Goals: Partner with Washington County on the 2026 general election and complete a compensation study.

Finance

- 2025 Accomplishments: Transitioned all utility billing customer service to city staff and completed a conversion to new utility billing software.
- 2026 Goals: Assist in a credit card processing conversion and explore the justification for an additional accountant.

Information Technology

- 2025 Accomplishments: Updated policies to include AI initiatives and created a 10-year capital plan for IT Infrastructure.
- 2026 Goals: Strengthen cybersecurity, improve customer experience, and modernize outdated network connections.

Property Tax Levy Direction

Mayor Bailey complemented staff for balancing the property tax levy per the Council direction in April which sets the property tax levy at 9.18%. However, the Mayor pointed out that there are some items missing when looking at the property tax levy at 9.18% including tuition for fire and police, and there is risk if leaving the EDA position vacant for the next year. Finally, the Mayor pointed at the equipment that was not funded at the 9.18% and wanted feedback on setting the property tax levy at 14.92% to add items that had been removed in order to set the levy at 9.18%. Council Member Garza requested clarification on whether equipment would be funded with the levy at 14.92%. Director Malinowski responded that the equipment would be funded with the increased levy. Council Member Olsen added that the items included in the 14.92% were needed to continue with the same level of service. Council Member Thiede had a preference to keep the 2026 levy lower and a higher levy in 2027. Council Member Garza had a preference to set the levy percent increase at the same as 2025. Council Member Olsen asked for clarification as to whether the property tax levy could be increased or if it could only be decreased from the preliminary levy to the final levy. Director Malinowski stated that the final levy could be decreased from the preliminary levy, but it could not be increased. Council Member Clausen referenced the importance of funding equipment and that equipment had been pushed out in past. He felt it was important to fund this equipment instead of pushing it out. There was further discussion on the property tax levy increase, and Council consensus was to set the property tax levy at 14.92% to fund the current service levels. In addition, this will lessen the property tax impact in 2027.

Communications Plan and Budget Discussion

The council reviewed a communications plan with three options. One of the options was more extensive and aimed at providing the public with more detailed information about how their money is being spent. The discussion highlighted that the items on the "add list," such as parks and public safety, are what the public tends to focus on, and a survey showed high favorability for both. The survey also revealed that 34% of residents are satisfied with their taxes, 32% are not, and 15% would accept service reductions for lower taxes.

A question was posed about calculating the tax rate to demonstrate that development is not causing the tax increase, as many people believe. The response was that this is a key message to communicate to the public, as the opposite is true. In a related question, it was asked if the key messages should be tied back to the realities of the budget and what the residents feel based on the survey. The response confirmed that the communication plan would, of course, be tied back to the realities of the budget and resident feedback from the survey.

Concerns were raised about the property tax increase for the year, and it was noted that even with an increase, Cottage Grove will likely still be the second least taxed community in Washington County. The plan is to

review the CIP and debt service at the Council workshop on August 8th. Another workshop will be held after the Council meeting on August 20th to review the property tax levy and budget. The need for flexibility to look at other items on the add list was also mentioned as the city refines the budget.

A motion to adjourn the meeting by Councilmember Olsen and seconded by Councilmember Garza. The meeting ended at 8:42 p.m.

Minutes prepared by Tamara Anderson, City Clerk and reviewed by Brenda Malinowski, Finance Director.



City Council Action Request

7.C.

Meeting Date	9/3/2025		
Department	Administration		
Agenda Category	Action Item		
Title	City Council Special Meeting Minutes (2025-08-06)		
Staff Recommendation	Approve the August 6, 2025, City Council Special Meeting Minutes.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>2025-08-06 City Council Workshop Meeting</td></tr></table>	1.	2025-08-06 City Council Workshop Meeting
1.	2025-08-06 City Council Workshop Meeting		

COTTAGE GROVE CITY COUNCIL

12800 RAVINE PARKWAY SOUTH

COTTAGE GROVE, MN 55016

TRAINING ROOM - 6:00 P.M

August 6, 2025

1. CALL TO ORDER

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

2. WORKSHOP - OPEN TO PUBLIC

A. Twin City Land Development - Tank Property Concept Workshop

Staff Recommendation: Receive information from Twin City Land Development on their proposed Concept Plan for the land east of Keats Avenue and south of 70th Street and provide comment and feedback on their proposed Concept Plan.

Mayor Bailey said the only item that we're going to be discussing today is looking again at the Twin City Land Development, the concept that they brought back to us after a previous workshop. So, I'm not sure, who am I kicking this to? Community Development Director Emily Schmitz replied oh, I can introduce them, absolutely.

Director Schmitz said Mayor and Council, so we've got Twin City Land back with us, Tracey and Ashley. As you mentioned, Mayor, at a previous workshop they presented their concept for the Tank Property on the east side of Keats. You had some thoughts about how they could reconfigure the neighborhood a little bit and if we could look at some things a little bit differently. So, since that time, they've obviously taken a look, and we've also solidified an alignment for the parkway, which helped them to really start to have a vision for how this could work with the parkway. So, they've done some work, and I am going to pass it off to Tracey and Ashley, who are going to kind of give you an overview of what they tweaked and looked at since your last conversation, and then, obviously, we'll have time for questions.

Good Evening, Mayor and Council Members, thank you again for having us. I am Tracey Rust, VP of Twin Cities Land Development. Ben Schmidt, President, was here in early April. So, at that time, again we got feedback. We had fully anticipated moving forward with Preliminary Plat and getting plans in, and we were not approved then. Quickly after that meeting, we said hold on, we want to revisit the alignment of Ravine Parkway because this is the first piece of a bigger puzzle; we totally get that and want to work with the City, and staff has been fantastic to work with on what does the City need to see and how does that need to look, that kind of thing. So, we went back and forth several times with the City on why its aligned where it is, the engineering wants alignment between roads and easements and things like that. So, where its ended up now is more in alignment with the storm sewer easement that runs through I'm going to call it the middle, but its not the middle of our parcel because ours is just the land that we have under contract right now; but it is now through the middle where if you remember earlier, it ran much further east, along that west future park alignment. So, again, for various reasons its now more towards the middle, between Keats and that park area.

We do have the outlook and can touch on the name of Ravara Trails is what we are calling it now, and that really, truly means, we had several different names, we kind of do a deeper dive not myself, by any means, I'm an engineer, I'm a numbers person. We've got somebody who's a little more creative in our office that does work on marketing, and it really is more of a spinoff; we had a lot of things on Ravine, but there's the Ravine Parkway and we didn't want it to be Ravine necessarily, but wanted to be kind of a spinoff of it, so that's where we ended up

with it. No more magic than that, other than just Ravara Trails. Seeing as there are going to be trail systems through this to connect to parks, that kind of stuff, so a lot of times we do meadows and brooks and things, so again we just decided to do it with the trails on that.

So, yes, alignment now with Ravine Parkway where it is. We then took a look at how does the rest of our Site Plan fit in with what the feedback was that we got. The biggest change was in my opinion on that feedback, the 28-foot lots and what we call the tall skinnies that the builders have is now a 40-foot lot instead of those 25-foot lots. So, a larger lot but still a smaller product to get some more diversity there.

Townhomes are still the same, we've got the two different product types, the Suburban and the Urban. Urban are the ones that have the front door and the garage are opposite sides, and then the Suburban are the garage and the front door are on the same side of the street. So, those two products are still the same, just kind of reconfigured a little bit. Then we have what we call the standard Single Family, which is still 65-foot lots. Then we did take and secure, if you remember that old plan had the 65-foot kind of on the east side of the site; we've now taken Indian Boulevard, put that through the middle, and put all of that standard on the south side, just to make that more of just a natural divide with the product type.

We still have ponding in there, obviously; we've got a lot of green space, we've got trails that will run through, so Keats will have the trail, Ravine Parkway will have a trail, so we kind of tried to figure out what do we do with trails. The original plan had a trail that ran through linking, through here; we kind of thought that was a little redundant at this point now that we do have roadways on both sides, so we've taken that out to just have it again be more green space. But we will have, again, Ravine Parkway, Keats will have trails coming through to connect to that east-west, so there will obviously be your standard sidewalks and things like that, too, through the development.

We've got the park up to the top, which the City has indicated to be a future park area with that water tower as well, so that is still the plan for that. As far as design wise, I think that's, I want to say that's it for us. It is honestly a pretty big change, just the density alone, now having Ravine fully on, going through our site vs. fully off the site. So, those numbers are for us significant, I think we were 684 with the first plan and we're now at 569 with this one. But again, we're excited about this plan, excited about the different product types that we can end up getting to the City as well.

So, yeah, we are open to questions, comments, feedback. If everything seems to look fairly good, our plan is to move forward pretty quickly here. At this point, we are not going to start construction this year, which is fine, there are crops that are still out there, and we knew that we would plan on purchasing at some point this year; the plan, though, is to get through Preliminary Plat or PUD and once we have that approval, purchase the land by the end of the year or early January. Final Plat through the winter so that we are ready to go. The big push for me now at this point with construction lines is to make sure that we can get in early with contractors, as early as possible in the winter to get some numbers dialed in and finalized before spring; and then start construction, this obviously will be a phased development.

As far as builders, nothing's really changed on that. We do not have builders lined up yet, but I'll be honest, they are all knocking down the door so they all want to be here. So, there will be more than one builder here; will we have one for each product? Probably not. My guess is that we'll even have possibly multiple for the single family, maybe it's one each for townhomes and the 40-foot product; but we will figure all of that out earlier than later because when we do the official submittals, we would like to have the actual products and the actual builders with our submittals, too.

It's short and sweet because we have been here before and this is more of a revision, but we're open to questions and comments.

Mayor Bailey said just a couple from me real quick, and this might be more for staff, possibly. So, you said you could move the Ravine Parkway over? That was confirmed for him. So, and the purpose for doing that is?

Public Works Director Ryan Burfeind replied I can speak to that, Mayor and Council, so there were a handful of reasons: 1) Going back to when the Watershed put in their trunk storm sewer through there, the intent was to have those two aligned because that trunk storm sewer is an encumbrance on that property, and Ravine Parkway is a large Right-of-Way. So, the plan was to align those, which is what they did here. 2) We also looked at the usability of that road as a collector roadway, and most of your traffic is heading west. So, there was a concern that

all the way to the east is it really going to get the use that a collector roadway should? You really want that collector halfway through the neighborhood. 3) Cost: This did reduce the length by somewhere around the order of 700 feet, which doesn't sound like a lot, but a road like this costs a lot per foot, so this development will have a lower cost to build it.

Mayor Bailey replied I personally don't have an issue with it; if anything, it makes more sense to have housing on both sides, kind of like on the other side of Ravine. So, that does make sense. And then as you, for the future, as we're moving south, we still see it hooking up like out here at some point? So, there won't be any issues with kind of looking back to get down to this, right in here?

Director Burfeind replied south of 80th would follow a pretty similar path to what we planned in the past, so.

Mayor Bailey said okay, and then there's something that, there is one house kind of up on the far border.

Council Member Thiede replied it looks like its gone; Mayor Bailey asked its gone, I assume? Tracey said yes, the Brier property? Mayor Bailey replied yep, and Tracey confirmed that.

Mayor Bailey asked everything to the north is Geis?

City Administrator Jennifer Levitt replied no, well, Geis is to the east side of it.

Mayor Bailey replied yeah, but kind of kitty-corner from it? Administrator Levitt replied yeah, both are **Geis**.

Council Member Thiede asked and did we end up changing the park?

Administrator Levitt replied yes, Mayor and Council, what you see is the modified park layout. We had to modify the park based upon the orientation of the Ravine Parkway; that change then modified it, and so, you can kind of see how the ballfields and the sections all lay out in the neighborhood. Just as an update, too, we got the appraisal complete for the Geis property, those two parcels that we're looking at, we're making good headway on potential acquisition partnership with Minnesota Land Trust and Watershed District. And Twin Cities Land has done a good job because we've had to, it's a puzzle, right? And, so, looking at the Geis parcel as well, looking at the land that's desired to be preserved, we had to make some shifting and adjustment. So, what has turned out very nice is the Ravine Parkway; the nice part is this section of roadway here with the storm pond provides that buffer to the single family that would be here. So, you think about that product, it will probably most likely be here on this parcel, it provides a nice buffer to there. So, they've done a really nice job of really realigning the product types and providing kind of that variation and buffering that we desired. I think our final element is just to work with Zac on the water tower part and just how those features and access integrate into their plot.

Council Member Garza asked is the darker green over there, is that a continuation of the park?

Administrator Levitt replied that's what we're hoping with the Geis acquisition that we'll be able to provide that trail network. Hence, where their main trails kind of, you start to see a lot of trails in the area.

Council Member Olsen said this alignment makes quite a bit more sense. Mayor Bailey said I agree. Council Member Olsen said yeah, so, I'm very happy with your company.

Council Member Thiede said well, before with the park, we had water features right in this area right there. So, did we decide to take those out, or are those still in play? You have this color because it's still part of the park?

Administrator Levitt replied twofold: 1) This summer and spring, an ecological survey was done on the property. In doing the ecological survey, there are kitten tails, sedges, and other things that are rare and have a lot of ecological value; and so, that's why the Minnesota Land Trust is interested, so we had to take off those water features that we had shown. Potentially, we're looking at acquisition to the south. Zac has been in contact with that resident, so maybe if we do a canoe or kayak launch, it could be off that property vs. off Geis. So, that's a good catch of why that it is. 2) Also, they're not always excited about asphalt trails, so we're working with Lennar to provide a trail that would be on the perimeter of it, and so, I think it's all going to come together. It takes great partners, like the ones in the room, to make all these things come together, and I think that's what's happening. So, we appreciate their time to pause to enable it all to come together.

Mayor Bailey said yeah, and this is our first jump across 19, so, it's kind of a big, big deal for us.

Tracey replied it is, and I mean, we recognize that, so.

Council Member Garza said and the flow now, I like the way that it flows; Mayor Bailey said I agree. Council Member Garza said it isn't as choppy now, it has a more natural flow. Council Member Olsen said it does, yeah.

Mayor Bailey said I don't know if you can answer this or not, but this is obviously going to be in phases, but this is a big chunk. Is your target or goal in the future just to continue, and then move to kind of the next pieces of the Tank property?

Tracey replied yeah, that's our goal. We don't have them under contract at the moment, but yes. Mayor Bailey replied okay, good.

Council Member Thiede said let's see, and to the right, there, there, and down below 80th, right? That was confirmed.

Mayor Bailey asked are they also where the park is, too, or at least part of it? Tracey replied yeah.

Administrator Levitt replied so, as part of that, we would be looking at an agreement for how they dedicate land, similar to what we did with Posavads, remember north of 65th Street, dedicated the Still Ponds. So, that agreement would be memorialized, and then Ryan, his team is still finishing up the pieces of the new report for the parkway and then getting those things kind of wrapped up as well.

Mayor Bailey replied Jennifer, I know you're looking at them taking or having the Minnesota Land Trust to have an Agreement up on the top there. Over in the, that's Geis', right? Administrator Levitt replied yep. Mayor Bailey said those little jaunts that kind of go out are trees or woods, I know they're back there, so does that, is the topography there flat or is it all draining down?

Administrator Levitt replied Ryan walked it, so he can probably talk more about that, but in our acquisition, it actually followed the woods.

Mayor Bailey replied okay, so we would do that. I just, its not part of your Agreement right now, though; Administrator Levitt replied no. Mayor Bailey asked but do you think that would ever be the case? Administrator Levitt replied no. Mayor Bailey said okay.

Director Burfeind said it will be around us, straight down into the lake, and it's really, it's really nice in there. There are huge Oaks and the amount is just, massive Oak trees and they really do need care.

Administrator Levitt said and the property owner that Zac was talking with is right here. He knows potentially acquire some property up here, and so that way, then we could have the access to the water in that area that wouldn't be encumbered by the Minnesota Land Trust.

Council Member Thiede asked so, this is the hill right here, correct, that's out there? Yes, all right, I understand.

Council Member Garza asked so when are we doing this, the rest of that? Because I know you said you want to acquire that portion on the lower right, but what about the rest of it, all that gray area down here?

Tracey replied additional private property, further in, to the south? Council Member Garza replied yes. Tracey said they're additional private properties.

Council Member Thiede said no, they're not.

Tracey said oh, nope, along the lake? Council Member Garza replied yes, along there. Tracey replied so, that's all private. Council Member Garza said so, that's not. Council Member Thiede said there's those three lots and then, yeah, I wouldn't call it that. Council Member Garza said okay.

Mayor Bailey said that house that they're, Zac, you said earlier there's land over there that Zac's going to talk to them again later. How many acres is that?

Administrator Levitt replied its quite a large parcel because it goes out into the water by there.

Mayor Bailey said okay, and we know who they are? Administrator Levitt confirmed that.

Director Burfeind said and that is a better spot for the canoe launch, I think. Historically, this lake has gone up and down so much, on the way north it actually has almost dried up, you know decades ago. So, the southern part's been the water body for much longer, so it would be a much safer spot.

Mayor Bailey said all right, I think we're all in agreement.

Council Member Olsen asked are we in agreement to move forward? Mayor Bailey said I like it. Council Member Clausen said I agree. Council Member Olsen said yeah, it's awesome.

Tracey replied sounds good, these are the meetings I like.

Council Member Olsen said yeah, thanks for the work you guys put in on this; Mayor Bailey said yes. Council Member Olsen said yeah, this turned out much better.

Tracey replied it's our pleasure, thank you. We'll be back.

Mayor Bailey said there you go, now the fun begins. Tracey replied yeah, right. I'm sure, but that's all right, thank you. Mayor Bailey said yeah, thank you two for coming tonight.

Council Member Clausen asked Jennifer, is the land area to the immediate south of this, that we're talking about, is that residential? Administrator Levitt replied that is guided as single family. Council Member Clausen asked and then to the north, except for the corner, that's commercial? Administrator Levitt replied a portion of it, it's Mixed Use and High Density. Tracey replied yeah. Council Member Clausen said okay.

Mayor Bailey said and if anybody knows Goebels, go talk to them. There's commercial that will go there right away. Council Member Olsen said, yeah, and now's the time. Mayor Bailey said they would sell. Council Member Clausen said all right.

3. ADJOURNMENT

The meeting ended at 6:19 p.m.

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



City Council Action Request

7.D.

Meeting Date	9/3/2025		
Department	Administration		
Agenda Category	Action Item		
Title	City Council Regular Meeting Minutes (2025-08-06)		
Staff Recommendation	Approve the August 6, 2025, City Council Regular Meeting Minutes.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>2025-08-06 City Council Meeting</td></tr></table>	1.	2025-08-06 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

August 6, 2025

1. CALL TO ORDER

The City Council of the City of Cottage Grove, Washington County, Minnesota, held a regular meeting on August 6, 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 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; Cynthia Kirchoff, City Attorney-LeVander, Gillen & Miller, PA; Brenda Malinowski, Finance Director; Emily Schmitz, Community Development Director; Paul Sponholtz, City Engineer; Phil Jent, Communication Manager.

4. OPEN FORUM

Mayor Bailey opened the Open Forum. He stated four individuals signed up to speak; he stated I'll start with that list first. He asked the speakers to state their name and address for the record. Please limit your comments to three minutes. After those people spoke, I'll see if there's anybody else that wants to speak.

Cindy Gisch said hello, it's nice to see some of your faces. I think I've actually voted for some of you, and I really don't know who you are, that's okay. I'm here tonight to talk to you about Cottage Grove's HERO Center and ICE Enforcement. While you're going to hear probably a lot of comments from a lot of different people, I'm here to present to you a little different perspective. In 1945, this is my parents, my dad, my grandparents, and my aunts and uncles in a family prison camp in Germany. They were Latvian citizens taken during World War II and placed in this camp. This is the picture three years later in the United States of America, a misplaced persons' camp in Hebron, Nebraska, where good, decent Americans offered them a place to be, to work, to eat, and to raise their family, one of which later came to be me. I don't know in all of the political rhetoric if anyone ever stops to think that as first-generation Americans or 15th-generation Americans, this is very real. If we behaved in the United States of America then like we are today, my family would not be here. As a matter of fact, if my grandparents were still alive today, they would probably be in a place like Alligator Alcatraz because they died with only their green cards. They could afford to have all of their children get their citizenship, and they worked diligently at that, but they did not have the funding or the opportunity because they needed to work all of the time to get it themselves. But yet my grandparents worked and paid into the taxes and Social Security that they never collected.

They raised good, decent citizens, they volunteered at food shelves, they oftentimes gave up their own food in order to help other people that were coming into this country and they didn't have any. In my family, we're big Nebraska Cornhusker fans and we watched a lot of football, and there was never a single time that if the National Anthem came on that we were not expected to stand on our feet, put our hands over our hearts, and pledge loyalty to this nation. Those are the people that are being swept up and taken away, and while I understand that there's been some kind of a contract and all kinds of other political things that have happened, as a 30-year resident of this City, I wish I would have known, you would have heard from me sooner, maybe in a different perspective. But I don't want us, Cottage Grove, Minnesota, to be that. We're better than that. We don't need to encourage ICE and have them here doing harm to people, scaring my students, I'm a teacher in this District, giving me a script to say that if ICE shows up at my school building, what to say. What we need is to say how do we embrace American ideals and make you welcome here? How do we fix it? It isn't with guns. So, please reconsider.

Mayor Bailey replied thank you.

Hi, I'm Peggy Nelson, I live in Cottage Grove, and I've spoken before you people before. We sent a letter to all of you on this City Council with resolutions that we wanted all of you to put on the agenda and vote on it; that didn't happen. The Mayor sent us at All Saints Lutheran Church an email and in it, I'll read: Thank you for providing a template of a possible resolution towards the current administration and its handling of immigrants and ICE. I have kept a pretty straightforward thought process on resolutions like the one you proposed. I have continued not to support or approve resolutions that are critical of groups of people, individuals, or political parties. Though I may agree with your stance and concerns with what is currently happening, we've had other groups approach us for a resolution request to identify groups of people, Israel, Palestinian, Muslims, etc., you get the picture. I applaud your passion to make a difference in this stance; however, I will not support the resolution for the City of Cottage Grove. This was also copied to Jennifer Levitt, the City Administrator. Ms. Levitt, I would like to make an appointment to see you and discuss this. The other part is, Mr. Mayor, this is written in I statements, not "We" statements. We statements are part of the Constitution: We the People, for the People, and I find that very misleading and rather sabotaging because you're the only voice on here, and there are 1, 2, 3, 4, 5 of you that are voting members; and I would like to remind you that the meaning of sabotage is deliberately destroy, damage, obstruct something, especially for a political or military advantage. I would like you to reconsider and allow us to be on the agenda and have you vote for this in public, in this Chamber, on that camera. Mayor Bailey replied okay.

Hi, I'm Kathy Cuchara, I've been a resident of Cottage Grove for almost 40 years, and I'm a part of a Indivisible Group in St. Croix Valley, and I joined the immigration group with the Indivisible. I'm concerned about ICE in Cottage Grove, immigrants are a big part of our community, and I want people to feel safe here. We are asking the Council to consider the resolution brought forth by Peggy Nelson, perhaps changing the contract for ICE. I am asking for ICE to have proper identification and to be unmasked. It is a scary scenario for ICE to be in our community, especially in mass deportations we are seeing across the country. I do not want hate and fear spread into our community. With \$170 billion going into Immigration Enforcement, ICE is becoming cruel and inhumane, tearing families apart then without even due process of law or basic human dignity. I'm asking again, please, the Council to reconsider the resolution brought forth by Peggy Nelson. Thank you. Mayor Bailey replied thank you.

Hello, my name is Ruth Jones, I live at 8180 Janero Avenue South here in Cottage Grove. I am here to talk about that resolution as well, and I would like to notify everybody that it's been adopted by Minneapolis, same thing. It's been adopted in Columbia Heights, St. Paul City Council is looking at right now as we speak; fully expect that they also will adopt it. So, the adoption of this wouldn't set us out from other Minnesotans. This is Minnesota, we are seen as a safe haven and I want us to stay that way, and I particularly would like that Cottage Grove would stay that way. So, that's why I'm here. Also, I really, really value free speech and the ability to speak to you all, it means very much to me, so thank you very much for listening. Mayor Bailey replied thank you.

Mayor Bailey said all right, that was everybody that had signed up, but by chance, did anybody happen to come in that wants to speak on anything that's not on tonight's agenda? Yes, ma'am, up at the podium, and just state your name and address for the record, please.

My name is Diane Anderson, 9424 Jergen Place South, Cottage Grove, and I did not prepare a thing for tonight, I just found out there was a City Council Meeting tonight. I've been a resident for 27-1/2 years. I have a situation where my neighbor has a bunch of dead trees, and when those trees come down, which they will, they're going to damage my property; and if I happen to be under, in that spot, mowing my grass or outside playing with or entertaining family, whatever, that it would kill me, maim me, or anybody who's there. So, I called Samantha Drury about this issue twice, and there is no Code Enforcement to take down dead trees. Every time a storm comes through, more trees fall down because there's no maintenance in this yard. So, my ask today is I'm imploring the City to please consider making a Code Enforcement for people to take down dead trees. I received the City letter saying we want a safe environment, we all want people to be safe and happy and enjoy their properties. I can't, I've had a fear, every time I go outside, I've asked him to take the trees down and he won't. So, I have no repercussions to make him take the trees down. So, do you have any questions? I'm guessing not, but.

Mayor Bailey replied no, I think since you gave us your information and your address, and you've spoken with Samantha, we can obviously do a follow up on that.

Diane said okay, and I invite any and all of you to come to my yard, so you can observe for yourself. Thank you. Mayor Bailey replied thank you.

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 - None.

7. CONSENT AGENDA

- A. Approve the July 16, 2025 City Council Special Meeting Minutes.
- B. Approve the May 19, 2025 Public Services Commission Meeting Minutes.
- C. Accept and place on file the minutes from the June 23, 2025 Planning Commission Meeting.
- D. Receive a letter in response to Peggy Nelson's Open Forum questions.
- E. Receive a letter in response to Ruth Jones' Open Forum questions.
- F. Approve the issuance of rental licenses to the properties listed in the attached table.
- G. 1) Adopt Resolution 2025-107 approving the Conditional Use Permit for a Lower-Potency Hemp Edible Retailer. 2) Approve the Cannabis Lower-Potency Hemp Edible Business Registration for Royalty and Sons, LLC (DBA: Grove Tobacco) at the location of 8599 West Point Douglas Road South, Suite #200.
- H. Authorize issuance of a temporary intoxicating liquor license to Rhonda Anderson on behalf of the Cottage Grove Lions Club for the Cottage Grove Food Truck Festival on September 13, 2025. local grant through Walmart.
- I. Adopt Resolution 2025-109 for preliminary approval for the issuance of Multifamily Housing Revenue Bonds and an Interim Loan for the benefit of Real Estate Equities, LLC.
- J. Approve the Settlement Agreement to resolve the Weinmann appeal and authorize the payment of \$630.
- K. Authorize the addition of a K9 handler and K9 patrol team in January 2026. Authorize the submission of a USSPCA/AKC grant application for \$7,500 to offset the cost of the K9 purchase.
- L. Approve Resolution 2025-102 authorizing the City staff to execute all necessary documents to ensure the City of Cottage Grove's participation in the Opioid Settlement Agreements, including participation agreements and accompanying release and the State-subdivision Agreements, unless and until such authority is revoked.
- M. Approve Change Order #4 in the amount of \$370,122.73 for the Low Zone Water Treatment Plant

- project, funded by the 3M Settlement, increasing the current contract amount from \$40,262,696.20 to \$40,632,818.93.
- N. Approve the Professional Services Agreement with Bolton and Menk for East Ravine Alternative Urban Area-wide Review (AUAR) in the amount of \$39,900.
 - O. Adopt Resolution 2025-097 approving the final payment in the amount of \$21,242.33 to New Look Contracting, Inc. for the Jamaica Avenue Trunk Storm Sewer Realignment Project.
 - P. Adopt Resolution 2025-103 approving the final payment in the amount of \$15,807.23 to OMG Midwest, Inc. DBA Minnesota Paving & Materials for the 2024 Pavement Management Project.
 - Q. Adopt Resolution 2025-104 approving the final payment to Northwest Asphalt, Inc. for the 2024 Jamaica Mill and Overlay Project in the amount of \$12,187.83.
 - R. Authorize Service Agreement, subject to minor alterations by City Attorney, with Kampa, Inc. for playground construction at Oltman Park for the amount of \$149,112.16.
 - S. Approve purchase order to St. Croix Recreation for picnic shelter located at Oltman Park for the amount \$37,363.60, and approve service agreement with Mike Basich, Inc. for the installation of picnic shelter at Oltman Park for the amount of \$32,864.
 - T. Adopt Resolution 2025-106 approving the variances to allow the construction of additional parking two feet from the east property line and to increase the impervious surface coverage of the site at 7155 Jorgensen Lane South.
 - U. Adopt Resolution 2025-108 authorizing the City to submit an application for LCDA grant funds for the Real Estate Equities apartment project.
 - V. Approve the Lease Agreement with Paul Krueger Farms to farm the approximately 7.89 acres of EDA property south of 98th Street South and east of Isleton Avenue South subject to minor modifications by the City Attorney.

Council Member Thiede wished to pull Item I, Real Estate Equities LLC-Issuance of Conduit Multifamily Housing Revenue Bonds, for further discussion and/or approval.

Council Member Thiede said yeah, I just thought that it might be good to have our Finance Director explain this a little bit, as it can be a little bit complex. I know that Dave and Monique are new, and I remember when we kind of did something similar for The Legends quite a few years ago, it took a little while to digest it. So, maybe we can just explain it a little bit.

Finance Director Brenda Malinowski said yes, thank you, Council Member Thiede and Members of the Council, I'm happy to walk through the conduit debt item that's on your agenda this evening, and there are two parts to it tonight, so it is even a little bit more unusual than what we talk about. So, first is the preliminary approval for the issuance of conduit debt for Multifamily Housing Revenue Bonds, so, those are in relation to Real Estate Equities. As you know, they came to City Council in 2024, went out for a bonding allocation through the State or the CDA, it's usually a two-year process, and so they didn't receive the funds in 2024, but they are receiving them 2025. So, they do have their financing and so they will do it through us through conduit debt; in 2024, we gave them preliminary issuance of that conduit debt in the amount of \$32 million. They're requesting an increase of that, up to \$50 million.

So, what does conduit debt mean? That is what I want to talk about first is we are asked to do that periodically, and we last did it for The Legends of Cottage Grove. It is issued by the City to act as a conduit between the borrower and the lender; the borrower in this case is Real Estate Equities and then the lender, so we act as that conduit. Now, it's important to remember that that \$50 million in issuance is not going to go against our credit rating, we are simply acting as that conduit. It doesn't count against our Statutory Maximum that we can issue for debt, and then also, it's not included in our outstanding debt on our Financial Statements. So, all those things are true, and we're just acting as that conduit between the issuer and the borrower.

You had issued that conduit debt, that preliminary amount for Real Estate Equities back in 2024 in the amount of \$32 million; so, what is in front of you this evening is to increase that allocation to \$50 million. The reason for that request is there is a portion that is going to be recycled through the Washington County CDA of about \$8 million that was part of the Trellis/Bluestem project. So, in the IRS Regulations, they're able to do that, so they

made that request, and so I'd asked the bond attorney that we work with why not just have the CDA do their portion and we do our portion? It is to our advantage to have them have that one issue so that the underwriter has one mortgage, per se, so that one debt issuance. So, that's why it's coming in front of you tonight is that increase because of the amount that's going to be recycled through the Washington County CDA, and then also just increasing that \$50 million, so the recycling and then the increase in the issuance amount.

So, it's a lot to digest, but the good thing is it's going to come in front of you two more times: At the next Council Meeting, there will be a Public Hearing. So, tonight, you're just giving preliminary approval that we're okay with going up to the \$50 million, then in two weeks, we'll hold a Public Hearing to make sure that we're all okay with this. Then, when the actual issuance of the debt is done, sometime before the end of the year, it will come in front of you again.

Council Member Thiede asked so the reason that Real Estate Equities would want to do this is because?

Brenda replied, great question, it's lower borrowing costs for them, lower interest rates, and so they can issue that tax-exempt debt. Because it is a public project, they're doing the Multifamily Housing here in Cottage Grove, it's serving that public purpose; not everybody can do it, there has to be that public purpose component, and so Real Estate Equities they're building that workhouse housing in our community so that public purpose identified in our Housing Study that was done last year or this year.

Council Member Thiede said one comment I'll make, too, what is very important to me is that it's not costing the City anything; in fact, we're actually even getting a little bit of an administrative fee to do that, right?

Brenda replied correct, we get an administrative fee for issuing that debt on their behalf, so being the conduit on that debt; so, there are no City costs involved. Council Member Thiede replied great, thanks.

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

Motion carried: 5-0.

8. APPROVE DISBURSEMENTS

- A. *Staff Recommendation: Approve disbursements for the period of 7-11-2025 through 7-31-2025 in the amount of \$5,524,920.51.*

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 I have nothing to add tonight, Mayor, thank you.

Council Member Olsen said thank you, Mayor, a couple things here. First of all, I want to thank all of the residents who hosted Night to Unite parties, either during the afternoon, Noon Out, at some of the retirement communities in town yesterday and then, of course, Night to Unite last night. It's always one of my favorite things of the year. We got lucky last night, the weather was great; we have all been out there when it's been 15,000 degrees outside and it makes for a long night, but last night was beautiful, and it was really fun to get out and visit with the neighbors. Thank you to everyone also who took the time in the course of their party to help gather school supplies and things

for the kids going back to school, on the part of either Basic Needs or our Friends in Need Food Shelf because they look forward to those donations every year, and there were a lot of awfully generous people.

The second thing I wanted to just mention, Mayor, is last Friday, as you're well aware because you were there, we had our inaugural Hometown Heroes Golf Tournament at River Oaks; that was sponsored by the Mississippi River Valley Beyond the Yellow Ribbon team, along with the VFW and the Cottage Grove Lions. It was a resounding success, we had terrific weather, a great turnout, a lot of really awesome sponsors who came forward and helped support the event. River Oaks, as always, did a bang-up job of organizing, coordinating, and it really went off very, very well, and we were grateful to raise nearly \$20,000 to help our veterans, military families, and first responders in this community with this inaugural tournament. So, we look forward to even bigger and better next year, but boy, for year one it was sure a lot of fun, and we had a lot of great volunteers including some of the Woodbury Lions, who came down and helped out as well. So, everybody who pitched in deserves a pat on the back for that, especially the sponsors and the players.

I also wanted to remind folks that another fundraiser that our Mississippi River Valley Beyond the Yellow Ribbon team is putting forth is the initial Walk/Run/Ruck; that will take place on September 13, prior to our Food Truck Festival at Kingston Park. This event starts at 8:00 a.m.; you can do a 5K, a 10K, and I think, Brad, correct me if I'm wrong, but a 15K as well, some folks will be walking, some will be running, and some will actually be carrying their rucksacks with them. It's another great fundraiser, we've already got 50 people signed up, and these things tend to kind of get momentum as they get closer in time, so we're thinking we're going to have a really nice turnout for that. It starts at 8:00 a.m. at Kingston Park. If you're interested in signing up, the web address is www.runsignup.com or if you're a social media person, you can go to our Mississippi River Valley Beyond the Yellow Ribbon Facebook page for all the information on signing up for the event or becoming a sponsor. So, we're looking forward to that, and then of course, everybody's going to stay afterwards for the Food Truck Festival because they'll be hungry after doing all that running and rucking and walking and whatnot. So, it should be a fun day for everybody. With that, Mayor, I'll turn it back to you.

Council Member Thiede said I would also like to thank all the residents that had parties and such, and it's really neat when you see neighbors and everybody like that get out and get to know the neighbors. In so many places it just really helps with being able to, from a safety standpoint, recognizing when things are a little odd in the neighborhood and things like that, that you know your neighbors and you can reach out and you work together. It just forms a much stronger community. So, thank you to everybody that helped put that together, I think it's a great event. I guess that's pretty much all I've got, I guess, unless you want me to mention Movies with Mo.

Council Member Garza replied of course I do, Dave, of course I do.

Council Member Thiede said so, Movies with Mo, the next one is August 15, at 7:00 p.m., at Highlands Park, and *Moana 2*.

Council Member Garza said thank you, Mayor. So, yes, too, I would like to say thank you to all of the residents. I was able to make it out for the Noon Outs, and those were amazing. I had so many great conversations with our community. I got a lot of Cottage Grove stories, a lot of good history, a lot of things that were here, and just the memories; so, it was fun going down memory lane with a lot of our residents, so I thank you for sharing with me.

I think we have the Cottage Grove Farmers' Market that's happening on Thursdays. I know I've hit that a few times this season, so go and check them out, they have a lot of good stuff there. I know their flavored bacon is the best, I have bought that every Thursday. Thank you.

Mayor Bailey said and again, I guess I'll just keep piggybacking a little bit on the Noon Outs and then Night to Unite; as a matter of fact, what I find out every year is every time I go to one of the Noon Outs, there's somebody in there, either an old schoolteacher of mine or somebody that says, I know things about you. So, I was like, oh, I don't think I want to hear these stories, but yeah, it's pretty awesome, though, to see some of the old elementary school teachers or middle school and such, so it was pretty neat. Then, of course, having almost 50 parties last evening was really cool. I know at one point we used to do the Night to Unite in like Kingston Park or whatever, and as I kind of just chatted with different neighborhoods as we were going around last night, the theme was they loved the fact that it's back in the neighborhoods because they truly get to see the people they haven't been able to see that often.

It's a lot different these days than it has been in the past, but it's really kind of cool to see that and get to witness some of the great camaraderie between the neighbors and such with that.

Mayor Bailey said I also want to just point out that we do have a special guest in the room with us this evening, our new Met Council member that represents our area here in Cottage Grove, or South Washington County, Mark Jenkins. If you want to come up and introduce yourself, absolutely.

Mark said, thank you, Mayor. Thank you for all the leaders up at the dais here for being community leaders. My opportunity to serve the City and your citizens and all of South Washington County and Eastern Dakota County and four square miles of Maplewood, not that I've measured; it's just my way to trying to pay back to the cities and the citizens in my region, my area. So, I look forward to working with you, I'll be your advocate at council meetings and then I'll come back and be the bearer of mainly good news, I hope. I'm your advocate at the council and I look forward to our partnership and working together with the City Administrator, the Council, and your team, too, City Administrator, because I find out that our staff and your staff work together all the time; us policy people, we just help make sure it runs smoothly, so thank you.

Mayor Bailey said fantastic, I've had the opportunity to work with Mark on the Transportation Advisory Board before he got promoted to a Met Council member. So, I'm glad to have you representing us, and I'll look forward to some great things with you over the years.

Mark replied I'm looking forward to it, Mayor, thank you. Mayor Bailey replied fantastic, thank you.

Council Member Olsen said congratulations, Mark; Mark replied thank you.

Mayor Bailey said we do have a workshop this evening, which is the Draft 2026-2030 Capital Improvement Plan, which we'll obviously be taking that in the Training Room. So, we won't be adjourning in here; Council will be eventually adjourning in the Training Room. So, everybody have a great evening if you're watching on TV; otherwise, if you're in the room, you can come join us over in the Training Room. Thank you.

13. WORKSHOPS - OPEN TO PUBLIC - TRAINING ROOM

A. Draft 2026-2030 Capital Improvement Plan

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

Mayor Bailey said this workshop is open to the public, and what we're going over this evening, Council, with staff is the Draft 2026-2030 Capital Improvement Plan (CIP). He asked who was going to start.

Director Burfeind replied I'll take it right away, just initially, so thank you, Mayor and Council. As we work through all of our budget process then we lead right to the Capital Improvement Plan, which we'll create together. So, tonight we'll talk about Public Facilities, Parks, and then our Road Projects to finish up. Initially, I'll kick it over to Zac because really all the Public Facility projects, our Ice Arena, we do have in the Public Facilities the information we talked about with the Fire Station and this building, but really that you've seen a couple weeks ago; so, this is the Ice Arena and then Parks, so we'll let Zac kick it off.

Ice Arena

Zac Dockter, Parks and Recreation Director, said thanks, Ryan. Mayor and Council, so in 2026 we are scheduled to replace the Zamboni, as we actually purchased a used one, I think you saw the memo, we're replacing the used one we purchased several years ago.

In 2027, we have some items to be replaced. We're considering purchasing a water treatment system that would be for the flooding water for the ice; it's more energy efficient and it keeps the lines clearer and brighter and things like that. We have a floor scrubber that we want to replace, a pretty mutual part of the janitorial system in the Ice Arena. Then in the inner Ice Arena office, an interior model, currently we have scheduled for some 2027 work and then bond it in 2028; we're still at the concept phase for that, so you'll see more on that coming in the near future, but right now, we're at least a \$1.5 million budget in the CIP.

In 2028, the second Zamboni is being replaced, that was originally purchased in 2008 when we expanded the Ice Arena.

In 2029, the HVAC units up on the rooftop, \$75,000, that's the main commons area, and then we've been talking about replacement of a steel roof on the barrel roof since I got here in 2001, but it keeps kind of getting, we keep patching it together and it's holding up. So, we want to keep it in the CIP just in case we do need to replace it, but as long as it holds up, it's steel and it doesn't degrade too far, we'll keep it going as long as possible; but it's already probably 10, 15 years beyond its original life, but I think it's going to keep going so.

In 2030, just another office mezzanine furnace replacement. Just a reminder, we put those furnace replacements and water heater replacements, things like that, we put those in there based on life expectancy. If they don't need to be replaced at the time, we don't replace them.

Director Dockter asked any questions on the Ice Arena?

Council Member Garza asked in the 2028 replacement for the Zamboni, is that going to be another used one, and do you think that that will, the price will be that?

Director Dockter replied yeah, right now, that price may have to change in a couple years, but right now, we're going to schedule it for what we think it's valued at right now. That's replacing a unit that we bought in 2008 when the Ice Arena expanded, so it will be 20 years old at that time.

Council Member Garza asked and the one in 2026, that's a used one that you're replacing it with?

Director Dockter replied that one is, we're buying a brand-new one; we purchased a used one to try to get by for five-or-six years, and that's the one that is really starting to fail on us. Council Member Garza said thank you.

Director Burfeind said in a few years, we have our capital placeholders for planning purposes, but we'll still take a look at it, and if it doesn't need to be necessarily replaced yet, then we'll make that decision then.

Director Dockter said basically, for me, I have a spreadsheet with every playground, every furnace, every roof, and it's got a life expectancy; when it pops up, I put it in the CIP and then we take a look at it and whether it needs to be replaced that year or not.

Council Member Garza said and you said a new Zamboni, how long have we had it?

Director Dockter replied we are on the fifth year with that one; we were hoping to get five-to-seven years, but it's really starting to fail on us.

Park Improvements

Director Dockter said I'm going to go through this fairly quick, just raise your hand, I guess, if you see something that jumps out and you want to talk about.

- Roberts Lake Neighborhood Park Development Area, which is now the Roger and Myra Peterson Park, \$500,000 for park development.
- Denzer Neighborhood Park Development, \$300,000.
- Looking to replace the Skate Park surface, the pavement where the Skate Park is on, getting that replaced; it's pretty dangerous with a lot of big cracks in there, so that needs to be replaced, \$100,000.
- Sports Lighting System at Hamlet Park, converting that from the metal-halide to LED; if you remember, there are football fields and courts and an ice rink, so there's a lot of lighting there, that's \$355,000.
- The Kingston Park building replacement we'll talk about that a little bit later, I want to have a separate conversation on that.
- Bike Park: We're looking to improve some of the jump blinds there, they're having a hard time keeping up the maintenance on those with their volunteer crew. This is going to be a little more formalized system with some timber and some other materials that will get put on the jumping lips; that should greatly reduce their maintenance, improve the riding experience, and then also improve the longevity of those jump blinds.
- In 2027, we're looking at some Still Ponds Neighborhood Park Development and restoration, the Military Trailhead we think that will be ready for about \$200,000, that we have on Jamaica and Military Avenue there.

- Lamar Sports Lighting Improvements: Replacing the two softball fields' lighting systems for \$350,000.
- Replacing the Hamlet Park shelter for \$50,000.
- Following up to the Sports Surface Replacement, reinvesting and/or replacing the Hamlet Park Skate equipment for \$300,000; again, that's a placeholder, and there are some components in there that we think we can reuse, but we want to make sure we have enough money in there to replace whatever needs to be replaced at that time.
- Pine Coulee court replacement, \$20,000.
- River Oaks Scenic Overlook, \$100,000, for investment into a trail and a bench and some other things to kind of improve that opportunity there, especially with the road, that will be during the road reconstruction down there; so, we maybe want to improve that and add some parking and some other things to make that a more useable facility.
- The Dunes Park infrastructure, we'll talk about this a little bit later, too, parking lot, trails, and boat ramp for \$7 million.

Council Member Thiede said with Kingston Park and that, there's a lot to handle all of that. Director Dockter replied yes, that's why we're going to talk about that separately, after I run through these. I have two slides on those.

- In 2028 and 2029, we have a few trees for Ravine Park if development occurs, then we'll need some money set aside for that, that one would go to the Park Trust Fund.
- In 2028, replacing the old Cottage Grove sports lighting system for \$35,000.
- Peter Thompson Park upgrades: Replacing the rink boards, sport courts, re-shingling the roof, for \$315,000.
- We'll need to replace the Highlands tennis courts for \$100,000.
- Pine Tree Pond Park improvements: That'll be the Settlement dollars from the Water Treatment Facility plant, so that's \$500,000 reinvested into the park there because that's where the Water Treatment Facility is located; just a reminder, that comes out of those 3M Settlement dollars.
- The Dunes Park Recreation Facility, again, we'll talk about that later, \$2 million.
- In 2029, replacing the Pine Tree Pond court for \$30,000.
- We have two playgrounds at Hemingway and North Ideal that will be due for replacement for \$150,000.
- Hearthside Park: That will be pavement management related so if there's investments we want to do there, whether it's a picnic shelter or enhance the parking lot, those things we typically do like we did at Hidden Valley this year; we look for opportunities to add trail extensions or whatever it is, so adding \$100,000 there as a placeholder.
- Dunes Park building, \$7 million.

Council Member Thiede said I have a question on the Peter Thompson Park. I mean, originally, that kind of started out as a neighborhood, did the neighborhood actually support that originally, or was it always the City?

Director Dockter replied it was always the City.

Council Member Thiede said oh, yeah, so do we do enough then? Because this is really kind of surrounded by that neighborhood, like the other neighborhoods, I think, and everything, but its really a more substantial regional park, you know? So, in terms of some of the, all the other houses that are going in, do we promote that at all to those houses, too, so that they know that its not just a neighborhood type deal? I mean, to me, I'd be okay, but it kind of comes off a little bit more as a neighborhood, because its smack dab in the middle, right?

Director Dockter replied well, I don't know that we promote it. I mean, it's a public park, obviously, and I think the signage there proves it. But we have started running trails from the other neighborhoods into the park, which should help people make them aware.

Council Member Olsen said well, it gets plenty of use. Director Dockter agreed and said we didn't build parks over there, Bailey Woods, we built trail systems to get people to use Peter Thompson Park instead of building extra neighborhood parks.

Council Member Olsen asked what does it cost to do the rink boards?

Director Dockter replied just the rink boards are about, it depends on what style, but I'd say \$150,000; but yeah, the asphalt, which that one has the asphalt with it, its another \$100,000. And if you remember, we originally were

going to do the pickleball concept at Peter Thompson, but with our playground programming and the limited parking there, we felt that Woodridge was actually the better fit and it had the new lighting system and all that was going on at the same time.

Council Member Olsen asked with all the neighborhood housing right around it, could the noise potentially be an issue? Director Dockter replied yeah, actually that was part of the conversation, too. Council Member Olsen said but I'll tell you what, it gets plenty of use for other purposes, and like you said, its a very, very popular site for the playground and activities.

- In 2030, another potential future park.
- The Woodridge playground surface will be due, that's almost \$500,000 nowadays. So, if you remember, we're actually getting it sealed this year, hoping to buy some time until 2030, maybe further if we're lucky, maybe less if we're not so lucky.
- Pine Glen improvements, \$100,000, and that's again related to pavement management; we'll look to see what needs to be improved there, if anything.
- Woodridge court resurfacing for \$150,000, that's a full redo of the pavement.
- Nina's Park picnic shelter, replacing that for \$30,000. We'd been replacing fabric at some different parks, so we went to some of those shade shelters instead of full shelters, so replacing those kind of in whole would be about \$30,000.
- The Pine Tree Valley ice rink board replacement for \$150,000.

Director Dockter said so, that is all the park improvements.

Director Dockter said so a couple discussion points: The Kingston Park Building. I don't know if Brenda or Jennifer if one of you want to lead with the bonding and time, I guess we're talking about timing.

Council Member Olsen asked there were two options, right? One was build in 2026, bond in 2027, and one was build and bond in 2027. Do you guys have a preference?

Director Malinowski replied I do have a preference, but 80th Street, as we review that, we can come back to that discussion because with Kingston Park if we can't get our advance funding from MSA for 80th Street, we need to keep that bonding capacity. So, we can talk about it at the end, though.

Council Member Olsen replied yeah, that makes a little sense, though. Are you concerned about it?

Director Malinowski replied we are on a yellow light. Director Burfeind replied yeah, so, MSA advance, that's when we ask for up to \$4 million.

Council Member Olsen said yeah, but we haven't had issues with them before.

Director Burfeind replied we haven't; historically, it's been in the green code, so funding money is in the yellow now. It's not a red, red basically means you're not getting an advance, but it's in yellow at this point; so, it's not a guarantee that you get your advance money, so we need to have a backup plan for 80th Street. So, it's a two-step process: We will do an initial kind of letter of intent type situation this fall, the actual process is like January of 2026. So, the challenge is you find out so late that you have to have a Plan B to pay for that part of the project, and I'll talk more about those costs, but it's a \$17 million project that we need to find funds for.

Council Member Olsen said so you want to do 2026, 2027?

Director Malinowski replied and the other portion is if 80th Street gets some Federal funding, it's reimbursement; so, that \$5 million that we're getting for Federal funding, we will have to pay for those invoices and then get reimbursed from the Federal government and how long that takes. And, so, if we are getting cash flow from that \$5 million plus \$5 million for Kingston, it is really difficult to fund both of those projects in 2027.

Council Member Olsen replied okay, so you're thinking 2027 and 2027? Director Malinowski replied yes.

Council Member Thiede asked and what would happen if we delayed it?

Council Member Olsen replied that actually is the Plan B here, because the initial plan was to build in 2026 and bond in 2027, but she wants to keep the bond capacity available in case we have trouble with MSA funding. So, then you wouldn't even start building plans and specs.

Administrator Levitt said Mayor, I mean, we're at 90% right now, so it's perfect pitching.

Council Member Olsen said okay, so, if that's what it's got to be, that's what it's got to be.

Director Malinowski replied yep, and we have a slide on that and we can talk about that a little later on, too.

Director Dockter added and the good news is the plans and specs are complete; so, whenever the Council decides it's time to go, we can move pretty quickly.

Council Member Olsen replied yeah, and we've got a good bid environment and stuff, too, right? Director Dockter replied yeah.

Director Dockter said and then Dunes Park. I guess I don't know how far to go into the weeds on this, but right now, we have those two dollar bumps scheduled, and we just want to make sure Council is comfortable with proceeding with that. We do have some different funding leads: We did receive the Outdoor Recreation Grant, I have to talk with the DNR a little bit about that because we had put a whole bunch of playground and some other materials in there. Obviously, you can't have a playground if you don't have a parking lot, you can't have trails if you don't have a parking lot. So, I've got to talk to them about sequencing and how that all works, but typically, you have two years to spend the money, but that's just like what we did with Oltman. You've got to build it to get the money, so we had \$350,000 there; we did apply for the multi-million dollar with the 3M Settlement priority, too. Our feedback there wasn't great about what to apply for, so we're still trying to figure out, I'm attending a seminar next week about what to apply for and what not to apply for. So, I guess we're still chasing all those funds. We have the agreement for the dock to go in there, but there's some trail work that might need to be done there as well to make it ADA compliant. So, there's a lot of these things that we're struggling with to try to make sure that we sequence them right; if we sequence them right, there's a lot of money opportunity to pay for these things, but we also have to make sure we sequence things properly. So, I guess we're just looking for feedback from Council on if you're okay with us continuing pursuing that route and staggering things, or?

Council Member Olsen replied I was down there Saturday. I went and I spoke to the builders, both Capstone and M/I, and I'll tell you, they are selling the hell out of this park, that's a big selling point for the builders is how awesome this park's going to be and the availability and all that kind of stuff. There were a lot of questions that I wasn't able to answer, but they're very much looking forward to having this come online at some point. So, whatever you've got to do to line up the dollars so you can get the projects done in the proper order, I'm sure they would very much appreciate that; because the residents that they're selling homes to are going to expect it because they're talking about it a lot.

Director Dockter replied yeah, and that's going to be the challenge, right, is when the homes start going up and they want their park and we don't have their park, and they're getting angry with us. Now, I will say that there is no funding that I know of right now for the building, so that is something where we talked about again bonding capacity and things like that. I don't know if that's a conversation for tonight yet or not; right now, we put it in 2028 or 2029 for the building itself because I don't think we'll find funding for that. The rest of it we're trying to hopefully find the funding for.

Council Member Thiede said okay, let me pose this thought. In terms of this park, it has a lot more unique features that we don't currently have happen, right? Even though Kingston needs a new building, it's a functioning park, there's a lot of activities, there will still be essentially, for the most part, the same activities except for we're expecting the extra building to get used for. So, my question would suggest that we think about the fact that trying to bring maybe this one on as a little bit more of a priority than that Kingston building, you know, then it might be that this actually gets, that does better for the community. You've got Glacier Valley, I don't want to kind of piss on the other end, and at Kingston, maybe Kingston's the one that ends up being more the 2029 or whatever type of deal, but I'm just kind of throwing that thought out there, right? That's the logic, so, you know, we build them one year after the other.

Mayor Bailey replied in either case, both of them are being put out a ways. I think the bigger question that you're asking, Zac, is do we still want you to go out after funding now or some opportunities to continue to do things with this park. The answer for me, at least, is yes. The question to your point is how do you stage it, right? Director Dockter replied right. Mayor Bailey said so, I would assume once you've got a parking lot in there, then people can get down there, they can walk the trails, they can go to the fishing pier once that's put in, obviously boat ramps, and then everything else kind of can phase in. I have an idea, we can talk off line, about a way to fund the building now with City dollars. I've been talking to somebody, so.

Director Dockter replied yeah, I would say that's, you kind of summed it up well. I think the hard part for me is it's hard to get grants for parking lots, they're not very jazzy, right? So, we might have to, I don't know, I'm going to see if this DNR grant gets us a parking lot. If it doesn't, we might have to invest in the parking lot to kind of get the money to do the rest of those things. Again, I don't have, unfortunately, Park and Recreation buildings don't typically have grant dollars associated with them, but hopefully, you have some ideas. But those are the two items that I worry about, but it's one of those things where we might have to invest some money upfront to get behind it.

Council Member Olsen asked what are your thoughts on Dave's idea?

Director Dockter replied I agree and I don't agree. I agree that it's going to be a whole new, unique experience, 100%, that's going to be a different building than Kingston; but I also disagree with it because Kingston gets used like crazy today, and it also needs improvement now, so it's both, it really is. And, so, I guess it's up to the Council on what becomes a priority.

Council Member Garza asked what's a ballpark cost of the parking lot?

Director Dockter replied I don't know, Jennifer or Ryan, a few hundred thousand. Director Burfeind replied yeah, \$150,000 or \$400,000, yeah.

Council Member Garza said so, it's under half a million? Director Dockter replied yeah. Council Member Garza said I can tell you that I'm on Council a while, so when you say it's just under a half a million.

Mayor Bailey said Dave's causing nothing but problems.

Director Dockter said yeah, we'll get a parking lot in there.

Council Member Garza asked is there any opportunities for, I know it's a City park, but is there any opportunity for like businesses or anything to sponsor any type of stuff like that?

Council Member Olsen replied I think that's what Myron's talking about. Council Member Garza said yeah, so you know even the Park and Ride, do we have an asphalt company that can? I don't know, it's just a thought.

Council Member Clausen asked with respect to the boat ramp, I haven't been down there in a while, but is the depth of the river backwater there, it's not very deep, it's three feet-ish, at best.

Director Dockter replied so, there's a little channel that runs from there to the main channel. We have a, it's a, what's the term for it? What did you call it? Someone replied telemetry. Director Dockter said I don't know, it was called something else, but we'll use telemetry.

Council Member Clausen said where I was going with that Zac is a lot of boats wanted that river access somewhere, and I'm just wondering, I'm just thinking that not too many boats are going to be launched there, it's maybe going to be canoes and jon boats, some very, very small boats, boats that aren't going to be out into probably the main channel.

Council Member Garza said I thought they were going to make it bigger, though, once they did the launch so that it would be a little bit deeper so that you could have boats, larger boats.

Director Dockter replied there's no promise of dredging from the Corps. It's deep enough to get 25-foot boats, but you're not going to get big, you're not going to get big river cruisers out there by any stretch of the imagination; but you'll get fishing boats and larger pontoons and things like that, they can get out there and use the water because there's a channel that's between three-and-six feet that kind of goes all the way to the main channel, and we'll have to mark it. So, but you'd be surprised how much traffic goes down there, especially with fishing and hunting and things like that.

Council Member Clausen said if that's true you'll still have a lot of people launching off of there and fishing off of it. Thanks.

Director Dockter said yeah, and I'm always surprised, growing up there, I always thought of the backwaters as the backwaters, like nothing special, and now people are really starting to appreciate it because you can get on the river and not feel like you're on the Mississippi where it's drifting down.

Council Member Olsen said there's a lot of kayakers out there.

Director Dockter said the last three, four years I've seen the increased traffic on the backwaters more than ever.

Mayor Bailey said and just to put it in perspective, a huge share of the island as a whole will have some type of a marina on it, into the main channel. So, if you've got something on the back side here, where if you wanted to do something today, you'd have to take it up, obviously go to the other marina, and that will eventually be on the other side of the island.

Director Dockter said and you know, you have Hastings and you have St. Paul Park, and this is a little different type of recreation.

Director Dockter said so, what I'm hearing is keep pushing; obviously, we'll look for all of the outside funding sources we possibly can, but there's a discussion point where we might have to invest, to come back to the Council.

Mayor Bailey said if you need to come back to us, yeah, but I am interested to hear if any of that money for the boat launch would help cover some of the parking lot. Are you on par with that?

Director Dockter replied okay, we're good, thank you for the direction.

Director Burfeind said okay, Mayor and Council, I'm going to take us through the road and utility projects. We have our new City Engineer, Paul Sponholz, he's getting his brain wrapped around this entire Capital Improvement Plan (CIP) and all the projects. I was part of the development of it, so I'll do the presentation here tonight, but next year, you'll get this, it'll be all Paul.

So, the next few slides I'll talk really quickly on because we talked about it in budget, but just as a reminder, we have a 10-year Pavement Management Plan and 10-year Mill and Overlay Plan that guides a part of the CIP as you look at those Pavement Management and Mill and Overlay projects every year. So, just a reminder, that's the guidance for those type of projects.

The first three years we have some more specific slides, and then we have more summaries of the last two years of the Plan. So, 2026 Mill and Overlay, we're targeting 95th Street from most of Jamaica down to Hadley Avenue. Some of this section right here is that brand new pavement we did with the signal, so there's no need to Mill and Overlay that, so we'll do that section. We are going to look at costs as we dial it in, can we get Ideal Avenue on there, that's something we'll look at. Hemingway Avenue actually has a fairly new rear course that was kind of delayed as a Final Streets Project, so that's not needed, but that's our target for next year, and then we'll be doing the trails as well with the Trail Maintenance money.

The 2026 Pavement Management Project, this is in full swing with Feasibility Studies; you'll see it coming before you this fall, its largely that neighborhood north of 90th, kind of around Armstrong Elementary. This is a Full Curb Replacement Project, so Full Reconstruction, this is largely original curb when that neighborhood was built. We'll also have a little bit higher utility costs, just because we have some older infrastructure; no full replacements, but we have some older infrastructure. We also have some street lighting, that is on the Xcel secondary, which is not per Code a way to do that anymore. So, we're taking this opportunity to upgrade that lighting and put new conduit in to make it complying with today's Codes.

80th Street Project

The big one to talk about tonight is the 80th Street Project. We had the Workshop here back in May, talking about priorities in terms of staging construction and what was the Council looking at, and then we went back to the drawing board and looked at how can we build it. So, I want to provide kind of an update on that. This Project in total is \$17 million, you've got about \$5.5 million in County and MnDOT funding at the interchange, \$5 million in Federal funding. We've got somewhere between \$3-to-\$4 million in that State Aid Funding that we're talking about; with this one, it would be the Advance because our regular State Aid Funding is going to the 80th and Keats roundabout. We also have TIF Funding with things that are more development related, putting in the dual turn lanes on 80th, for example, that's to handle higher traffic. And this is an assessment project as well, which will be probably roughly around \$2 million in Assessments. So, a whole bunch of different buckets of money to pay for this. It's been a lot of work; this started as mostly a Mill and Overlay with that Federal funding many years ago, realizing we had more major improvements at the signals, it really needed to be more of a Pavement Replacement, and then MnDOT came forth and said, hey, in 2028, we're going to close the interchange and replace it, so we can't do that, right? We're not going to do this project in 2026 and that in 2028; so, MnDOT was able to move their project up and do that at the same time. The good news with that one is that's \$5 million, and normally, that's a

reimbursement project, too. We were going to build it and they would reimburse us, but they have agreed to actually provide that money in advance, so we don't have to float the construction of that project, so that's good news.

Council Member Thiede said a few years ago we were talking about asphalt vs. concrete; where are we sitting right now with that?

Director Burfeind replied so this is proposed back as asphalt for a couple reasons: 1) Just that concrete cost, you're probably adding another \$5-to-\$10 million to this project. Also, from my perspective, we can maintain asphalt and we don't have the equipment to maintain concrete. Obviously, it'll be there for a long time, right? We'll have to do maintenance but we're better at that. 2) The main driver is all this curb from here on is actually from 1998, so that curb's not being replaced. So, if you're doing concrete pavement, you'd want that next to new concrete curb so it has the same lifecycle; so, we'd be tearing out a good chunk of really good condition curb. It's still something to consider. You know, when you look at Business Parks and heavy semi areas, it's always something to look at is what's that lifecycle cost.

Director Burfeind said so real quick, here's a recap. Here are the priorities from Council when we had our Workshop back on May 21, kind of in descending order:

- 1) Construction of only two ramps at a time, not look at closing that entire interchange due to the impact with traffic.
- 2) Maintain head-to-head traffic, or two-way traffic, between Highway 61 and Hardwood.
- 3) Complete in one construction season.
- 4) Avoid construction in front of the school, not during the school year.
- 5) Maintain that two-way traffic from Hardwood to Hinton and Hinton to Ideal Avenue. That's in red because that's where we had to draw the line to meet the top four, and we are able to make those. If you did that work with head-to-head, it would turn into a two-year project because it would just make so much effort in tearing out medians and maintaining that, and I'll talk through that with the staging.

I still think that's a positive outcome, but there are a couple things that we are not able to achieve. In kind of talking through it, we do have a game plan on how we're going to complete this project. So, I don't show May because that's kind of some more tedious work we'd be getting in during May. There are some medians that we have to take out at 80th and Hardwood or down on Hadley where we're going to have crossovers; we'll take that out and then we have to put temporary wooden signals where all the new signals will be going so we have signals during the project.

As we get to June to August, that's when you'd see the north ramps close and you'd see the north side of 80th close down to Hinton, and then you'd see the west side of East Point Douglas close; and we'd get that going right away in June, if not the end of May when school is still in session, but we would not start in front of the schools yet.

Mid-June to mid-July that's where we add on from Ideal down to Hinton, doing the north side of the road, and that does work to have a little more compressed schedule by the school because west of Hinton, we have to do what's called a stabilized base due to the lack of gravel in that area and that's a longer process. So, that gives us a little more time in this June-to-August timeframe to do that. This area has a good gravel base when the City reconstructed it in 1998, so we have no issues there, so that's more of a typical pavement replacement.

Then we'll get into mid-July to mid-August, so another month. The green is completed and then we'll flip to this orange on the south side of 80th Street. We'll have to start that south side a little bit sooner so we can get it done before school starts; so, for that little bit of time, you'll actually see one-way traffic kind of change sides of 80th Street so that eastbound traffic will actually be on the north side of the road. Then, once we actually wrap up all the work on the north side, August to October, everything in green is done. We then flip to the south side of 80th, from Hinton to the highway; we close the south two ramps and we do the east side of East Point Douglas. So, it's kind of a four-phase project, really kind of two phases with that school work kind of happening in a little bit disjointed process, but we do believe we can do this. November is some cleanup work, taking down temporary signals, things like that.

Council Member Garza said I just have a quick question on the East Point Douglas construction, I know we talked about it before, but I don't see, are you guys not going to address the crossing between Hy-Vee and McDonald's and Arby's and the School District and all of that?

Director Burfeind replied good question, Council Member Garza. So, that would be part of the 2027 project, so that project was moved because as we talked last year, we didn't want to have work on East Point Douglas while all this was happening. So, right now, the project here ends, but that is definitely part of that project.

Council Member Garza said we're ending it, are they going to fix that sidewalk area so that it is a little more user friendly for people, the pedestrians? Director Burfeind replied that's correct. Council Member Garza said because right now, there are a lot of hills; you have to go up the hill to come back down, and it just seems like everyone just crosses in the street everywhere.

Director Burfeind replied yep, so that's definitely something that we will be looking at with here, and you're right, it's a little bit of a two-phase at that intersection. We'll make sure we do it in the best way possible, but that's something that we can be looking at with this phase. And then we are reviewing crossing options and different things and such with the 2027 project, which I'll touch on in a little bit.

Council Member Garza said the scooters are serious out there, and really there are so many kids on scooters right now. Council Member Olsen added and the E-Bikes or whatever. Council Member Garza said it's crazy, yeah, it really is. Director Burfeind said it's a challenge.

Director Burfeind said one thing I do want to mention with, as we really dug into this, I am okay with only the one-way traffic starting at Hardwood. Because when you look at neighborhood street intersection on the south side of 80th, if we had been able to maintain two-way traffic up to Hinton, right off here, you would have opened up all these neighborhoods to come through because you would've had to stop, right? You'd have cars traveling this direction or vice versa and now they're stuck, and we would have turned this neighborhood into 80th Street.

Council Member Olsen said and we didn't want to do that, we talked about that.

Director Burfeind replied yep. So, by having one-way traffic, there's no need to do that, there's no reason. They can continue to freely flow eastbound all the way down it, and we'll avoid that; that was a major concern for us. So, I think from this perspective, it's tough because you can't both ways on 80th. You are seeing more of this, the counties are doing more of this type of work because you can get these projects done faster, and you can still maintain reasonable access throughout a project area.

Council Member Olsen said your timeframe is tight; Director Burfeind said it's very tight. Council Member Olsen said so, I mean, you don't have much room for error here.

Director Burfeind replied yep, we have none. So, and its, like I said, this project has grown, it's grown for a lot of good reasons; we're going to be completing a huge project here and checking all the boxes. This will be one of Paul's projects that he will be managing, so. But, they're the ones who designed and managed East Point and Jamaica, they did a great job, a very challenging project down there as well, so we have total confidence. That is also why we want to do the interchange; another option was for MnDOT to separate that, separately do it, and then you have no coordination, right? We wanted this to happen so we can purposely phase everything in a more manageable way. Any questions on 80th?

Mayor Bailey said the only comment about this, I mean, obviously, we have plenty of time; but when we're going to be doing these one-ways, which are all right, how to get to the businesses and the signage to get to businesses, it's kind of like what we did down on East Point Douglas, by Target. Director Burfeind replied yep.

Mayor Bailey said it's definitely going to be something we want to make sure that people know how to get there if it's one way this way or one way that way, how am I going to be able to get to Hy-Vee or Starbucks?

Director Burfeind replied that's a great point, mayor. That's one thing that we'll be working with Phil on, probably even earlier, we really want to talk about hey, this project's coming next year. I hope people see all the benefits of it as well, deal with that one year of pain, but I think it's something we want to communicate really well leading up to it and then have a really strong communication plan during it as well. Mayor Bailey said good.

Council Member Clausen said that was my question, have we started warning the businesses, like this is coming next year?

Director Burfeind replied so, we have our letter ready to go that they are going to be getting, more on the assessment side of things and like that. We haven't talked to them about this project, you know, just in general for quite some time, but some of that we had to kind of see where this was landing. That's a great question.

80th and Keats Roundabout

Director Burfeind said we've got the 80th and Keats roundabout, working with the County, County is leading this project. This is the one where our regular State Aid Funding really has to go here because that was the only way to fund our half of the project. In general, they're going to build it with a bypass road on this side, so I would say for at least over half of the summer, they'll maintain access north and south and west, and then they'll have to close this leg while they finish that final part of the project. So, for a large part, there won't be a major impact; obviously, the east leg is shut off, but there's certainly a very low amount of traffic on that leg, but it will be a long detour when that leg is closed, all the way down to East Point Douglas Road.

Council Member Thiede asked you're going to have to take the detour to get to the Tank sweet corn, right?

Director Burfeind replied you will, but the sweet corn's been a big point of discussion. I know the commissioner talked about putting it out in the middle of the roundabout, but that would be tough during construction, so.

Mayor Bailey said yeah, but he's heard that, not the Tanks, but.

Council Member Thiede said he's still got across the street, in the church lot there.

Director Burfeind replied I mean that's true, if they want to look at other options, they could do that, and we are actually laying this out that they can still do the corn stand in the future, follow all our rules, be safe with the roundabout, so.

Council Member Olsen said Ryan, not that this has anything to do with anything, but as we continue to add these roundabouts, the demand for 80th and Jamaica is going to continue to climb. We heard it at Arby's last night, too. Do you have any clue on what the game plan is for that intersection and the timing for what eventually has to probably be a roundabout?

Director Burfeind replied so, at 80th and Jamaica, I will say right now, not that a roundabout wouldn't be a good option, right now it's a signal, but that's something we have to dig into. If it was a roundabout, we'd have to acquire homes on all the corners, along with property from the church, so that's going to be a big consideration. You know, you see all these roundabouts going in because the roads were planned later, and you can see these nice big Right-of-Way triangles the counties or cities have. With that one, we don't have that, so Right-of-Way is very important. So, a signal is likely the way it would have to go, which will work well in that location as well. It doesn't meet, it's hard, it doesn't meet warrants yet.

Council Member Olsen said well, that's what Jennifer was mentioning as soon as last night, it just doesn't qualify yet.

Director Burfeind replied it doesn't, no, and something like Hardwood and Hardwood Court, and that's a crash warrant, right? So, that's how that was justified and it made sense. Jamaica and East Point, it's all about traffic and we're just not quite there yet, but we continue to monitor that; every year or every other year, we take all the traffic counts, so.

Council Member Olsen said I think people have really come to appreciate the roundabouts because they are effective at slowing people down a little bit and what have you. So, anyway, it's just something to keep on our radar. Director Burfeind said for sure.

Director Burfeind said Ravine Parkway, we talked about tonight, we had a Workshop earlier, so this is that first section. You know, now that its designed in this way, we do have to talk about its kind of the back side of the development, it won't connect to 80th or 70th. You know, we've got to really dial that in, do we build it all in 2026? It's an assessment project that we would collect the money for and build. So, right now, we show it in 2026, but their development will really work on that over the next few months.

Ravine Parkway and Shoppes at Cottage View

Director Burfeind said Ravine Parkway and Shoppes at Cottage View, this looks a little different than in the past years because working on that Hotel RFP and then there's the little leg here, off of East Point Douglas Road, that we've added in. So, this section going up and around Cottage View Drive was really what that Federal money was for, so we did have to go back with that money and just expand the boundary of environmental work; so, that

work is almost done, and then we'll be in a position where we can use that funding for this section as well. So you can kind of see how it will be phased over the years, starting in 2026.

Council Member Thiede asked did we send out that RFP yet?

Administrator Levitt replied yes, it's due the end of August. We just thought we completed the Phase 1 of environmental, we enter Phase 2, which is the borings of the Ross property, and then potentially remediation if we find something there. Her grandfather used to pump gas down there.

Director Burfeind said but we'll be positioned for that money and we're ready for that, so.

2027 Mill and Overlay

Mill and Overlay is more of the Wildflower neighborhood and Meadow Grass and going up into around Peter Thompson; that's just a continuation of our Mill and Overlay Plan in 2027 if you can imagine. So, this is where we moved East Point Douglas to, from Las Margaritas all the way down to Inwood Avenue; that's when we'll be looking at pedestrian crossings really along the corridor, but obviously really focusing up by that commercial area as Council Member Garza brought up. So, that'll be a big part of that plan, and that'll be a great time to do it because if you want to implement maybe some refuge medians, things like that, it's a very cost-effective time to do it. We also have Kingsborough Trail on the list, and that's where Zac mentioned the Mississippi River overlook; we've got some property right at the end here that we look to improve as part of that project.

We show another section of Ravine Parkway, kind of depending on how the project goes out there; you know, it could be the section that's next to 80th Street, it could be up here on the Geis property, but programmed another \$1.2 million in 2027, depending how development goes. It could also be the southern Tank property coming off of 85th Street as well.

2028 Mill and Overlay

Moving up to the Silverwood and Pine Cliffe neighborhoods and a little bit down on the remainder of the Pine Arbor neighborhood as well.

2028 Pavement Management

This is kind of an extension of the 2026. So, back in the 1990s, this was all one project; because of full curb replacement and the cost, it will be split into two. So, we'll go north of Hillside Trail. We phased it in that way due to the age of the thin overlays; the thin overlays south of Hillside we've done earlier, north of Hillside was a little later, so we want to get a little more life out of that thin overlay. It's a real similar scope of project as the 2026 Pavement Management.

Jamaica Avenue Reconstruction

This is from 70th up to Military. County just started on their preliminary design and their study for this project, LHB Engineering is who they selected to do that work. The \$3 million is really at a minimum what the City's on the hook for; when we did the Right-of-Way jurisdictional change between Military Road and Jamaica Avenue back in 2018, because we gave them Jamaica Avenue in a pretty, I won't say poor condition but it needed upgrades, so the City's on the hook for \$3 million of that project. If there are additional costs, it could trip into their County cost-share policy, which could have some more above \$3 million, but that's what that study will tell us over the next year.

Council Member Thiede asked and you said that was going to take in the roundabout consideration up on Military?

Director Burfeind replied that will, that's correct, Council Member Thiede. They'll be looking at kind of what happened to Pioneer Drive, that's when we'll realign it, and that's where it's kind of tough, there's a timing issue here. We, as a City, committed to the fact that Military would stay Military until we have all of these streets connecting to the north. Unfortunately, this property because of its slower development, I think there's more interest now, but we really want this neighborhood done, all these street connections done before we disconnect Military at Jamaica just so traffic can get where it needs to go, and then we'll look at Pioneer Drive. So, I think this is looking promising, hopefully the next few years that comes together well.

Council Member Thiede asked so that property there is still the same mechanical and mechanics as the other plans that we saw?

Community Development Director Schmitz replied I mean the layout may be similar, Council Member Thiede; however, the developer may likely be doing something different.

Ravine Parkway/Shoppes at Cottage View

We have additional segments of that, approximately the yellow. We'll see how that property develops and how we phase this, that's just how we show it at this time; and then one more phase of Ravine Parkway in that area of the Tank, Goebel, and Biscoe properties.

2029 and 2030

Real quickly, we lumped all these together for 2029 and 2030, maybe just a couple to draw attention to:

- We'll have the last two phases of Ravine Parkway and Cottage View Drive, down by Shoppes at Cottage View.

And then a couple different things that we want to start looking towards:

- Reconstructing that 103rd Street bridge, that \$8 million. Paul has a lot of experience with bridges and railroad bridges, and there are different buckets of money we can tap into. There are some studies we have to do in advance of that, so we showed those in some earlier years, but we really want to look at what kind of grant funding can we get for that bridge to get that replaced. Because if we don't get that done before we turn it over to the County, the County is going to expect money for them doing that in the future. So, it's in our best interests to get grants and get that done now, but that will be a several-year process to work through Feasibility Studies and do grant applications or bonding applications.
- Also we have kind of out there the outlier, that Innovation bridge, we always show it out there, that's a County and MnDOT project, but just a placeholder if there are grants and such that we can go for.

Council Member Thiede said so that 103rd Street bridge, that's the railroad bridge.

Director Burfeind replied that's the railroad bridge, yep, and it's interesting because it's a railroad bridge but we do have to replace it because they were there first; so, cities are actually on the hook to replace those. It was kind of unique back in the 2000s how they did it, I think maybe because of the condition, but because they did that, it's on us now to make those improvements.

Council Member Olsen asked do we see anything on our list that could potentially qualify for State bonding funds?

Director Burfeind replied this is one; I don't know if, Paul, you can explain the bonding. It is State bonding that we talked about for that bridge.

Engineer Sponholz said yes, Brenda has a Local Bridge Improvement Program, which uses the State bonding that the State legislature issues every year during their bonding program, its funds into the bridges, so we could use that funding to pay for this bridge or even the Grey Cloud Island bridge that's coming to the end of its life; that would be eligible for that as well. So, that program, yes, is entirely available to us.

Council Member Olsen asked but we will need help from our legislators to get it on the list, is that what you're saying?

Engineer Sponholz replied the normal process is that we have to actually have a fully-approved plan, approved by MnDOT, on the shelf, ready to go, and then we can get it on the list, and that's really just first come, first served, so.

Council Member Olsen said right, is that being planned?

Engineer Sponholz replied yep. Council Member Olsen said okay, perfect, thank you.

Mayor Bailey said I have a question on the other bridge, or the road going to the other bridge and onto the island. I know way back when the County first put together this whole design, they showed it raising the causeway if you will and then putting a new bridge again down there. Now that isn't us, correct? Is that truly the County?

Director Burfeind replied so, that one we haven't really talked about with the County too much yet because that's obviously a major expense.

Mayor Bailey said yes, and that's why I'm asking.

Director Burfeind said that one, I'll be honest, we haven't broached the subject, and I think they could look to us for some support in that because we'd be turning over this road with the additional bridge. I think that's where Paul's having it now, like let's try and plan for this stuff in advance if there's State bonding that we can get that's really meant for that. It's a little different, you know, we go for bonding requests that we've got to go testify for, but this is really bonding that's meant for this type of project. So, it's much more well positioned. Yeah, I think a lot

of the causeway, maybe Jennifer knows more, it was raised to some degree with the flood improvements; it's just that bridge and the area around the causeway we've got to still raise another three-to-four feet.

Administrator Levitt said and it's going to be difficult because even when we raised it, you know the effect on the Mississippi River with the water elevation, we have to be able to mitigate that. So, it's going to be very, very expensive, and so, really, we need development on the island to help pay for that as well. And so we wouldn't want to tackle that until we have development on the island.

Director Burfeind added and the County's not really even pushing that one as much, it's that 103rd Street bridge is the bigger problem right now.

Mayor Bailey said well, I agree, it is. Well, frankly, if certain people want the development on the island if you will, they're going to have to pay for it.

County 19A/100th Street Realignment

This is a multi-year project, I just kept it at the end. Right now, we still show the full project at \$55 million only because we don't have more information. The County in the last two months kicked off the final design of our metal work that they're working with SCH on, and we're a partner on that. So, we'll have more information. We have \$15.6 million in Federal and State grants, we have our portion in the CIP, the County's portion, and that gets you to about \$25 million. We certainly can't fund a \$55 million project, but they're looking at what can we do to get that money; so, that's the big question that they're going to answer and be done with 60% of the design by December, and then we can really move forward from there. We'd move into Right-of-Way acquisition right after that, as soon as we have a new layout. What they're trying to do is there's a huge amount of money being spent to relocate transmission line poles here, where if they just slightly move this bridge, they can get rid of that. But it's a huge challenge because it seems like they're going across the farm field, and we're not; you've got a Met Council pipe, you've got one of the biggest gas mains you can imagine, you've got the railroad, so it's a challenge to piece this road in. So, we'll have some better answers here come December.

Utility and Pedestrian Safety Projects

I won't go through all of these, there's a lot on here:

- Stormwater maintenance: That one is just kind of a regular maintenance program that increases each year, some big numbers obviously.
- We've got our different 3M Settlement projects, and we get some of our Water Treatment Plants going, technically through 2029, but largely complete in 2028.
- We have a variety of other projects in here, you know, State upgrades, tower painting, different Well electrical upgrades, it's all in that 10-year CIP for Water that we talked about last Wednesday at our budget meeting. I will say the water softening, we keep it in here, but it is not in our 10-year Water Utility CIP, it is not funded right now, but it's always a question that comes up; people have interest in water softening, we have interest in water softening, so we like to keep that on there, but it's at the end of the five years. We're not planning to implement that in 2030.

Council Member Thiede said and you have to think about all the people who want a home water softener. Mayor Bailey said that's why there's conflict. Council Member Olsen said I might be interested, but I'm not that interested.

Director Burfeind said so, I think there's going to have to be more of a driver, right? Because there are no chloride standards for waste water, right? But if that were ever come to be, that's where things have changed. It is interesting, when you do the math on a 20-year bond on that, which is what everyone's paying on salt, I mean there is a cost to that, but that's a huge ticket. What we did do is we designed our Water Treatment Plants so that we can easily integrate this, so that is what was important, we weren't short sighted.

Council Member Olsen said speaking of the Water Treatment Plants, you probably shared this before, but I can't recall, what is the game plan for the temporary treatment plants? What is the intent with the infrastructure? I know you talked about some of the vessels and things, but I'm talking about the actual buildings.

Director Burfeind replied so those are already coming down for a couple different reasons: 1) If they stayed, we'd have to pay for them.

Council Member Olsen said I already knew that, I guess I should have phrased it differently. What do we do with the buildings?

Director Burfeind said, oh, with the physical buildings? Council Member Olsen replied yeah. Director Burfeind said so, we're going to see that because we won't use them, but because they are in such good shape, we'll see much-lower bids because contractors will reuse those. Council Member Olsen said that's what I wanted to hear. Director Burfeind said yep, so we're working on the Well 2 one right now, actually with Rice Lake, and they've already said like we're going to salvage this building and we'll likely see a lower cost of demo.

Council Member Olsen said and again, this was question that came up at a neighborhood meeting last night, which is why I asked, so I appreciate the answer.

Director Burfeind said my guys would love to keep them because they're nice little metal buildings, but we unfortunately can't, and with the new Utility Building, we have more space, but definitely they will be sold.

Council Member Olsen said well, you should leave them for Dunes Park.

Administrator Levitt said and then also, we did touch on the education boards and stuff related to the treatment plant, educating the residents, so Ryan and I touched on that today.

Director Burfeind said so we will get those taken care of and we've got a game plan, another thing that we'll work with Stantec and likely Phil on.

Director Burfeind said I'm kind of slowly closing it out here:

- Sanitary Sewer Maintenance, Streetlight Maintenance, kind of standard work.
- Here are those traffic signals that we show out in 2028, a variety of 80th and Jamaica, Keats and Indian; Keats and Indian, the County looks at, they're watching that traffic level, we just show it there with the development happening, we know that those warrants will come up sooner, and we'll continue to watch 80th and Jamaica as well.

Pedestrian Improvements

- One major thing we'd like to accomplish once we get our Safe Streets and Roads for All Plan done is some type of improved crossing at Pine Tree Valley Park, that's on there for \$300,000.
- Right now, we show Hadley and 92nd out there as well, but I will say we are with the School District Project and Pine Hill Elementary, we are pushing to have something done with the school project, actually.
- And then there's our Safe Streets and Roads for All Plan, that's fully State and Federal funded at \$440,000.

Debt

This last slide is Debt, and I don't know if Brenda wants to talk to you about that, she can bring it home.

Director Malinowski said so down below is what we've talked about the last two weeks with the bond issuance affecting the FMP, so we've got \$26 million issuing in 2026, and now with the CIP in pink are the two projects that we're wanting some feedback on. The other thing that has changed, too, is with Kingston Park; we felt that we could cash flow that in 2026, bond for it in 2027. When we're starting to look at 80th Street and a lot of money, we're not sure if we're going to get that MSA advance. The other thing that we talked about tonight, too, is the Shoppes at Cottage View; that is \$3 million of Federal funds, so that will be reimbursement, too, in 2026. So, there are a lot of moving pieces for cash flow purposes in 2026, so that's why I'm suggesting that we think about building and bonding for Kingston Park the same year. So, I need your feedback on that. And then in pink, we don't have to make decisions on that, but if you want to talk about it because every \$4 million in bonding that we do that is not included in the FMP is about \$21 on that median home.

Council Member Olsen said on the Kingston thing, I mean, it seems pretty cut and dry to me. You're saying that we need to have a backup plan in case those MSA advancement funds aren't available to maintain our cash flow, if that's what we've got to do, then that's what we've got to do. I don't know that we have much choice.

Director Malinowski said okay. Any other feedback on that?

Council Member Thiede said I tend to agree with Justin.

Council Member Olsen said yeah, I think it's kind of measure twice and cut once, right? Let's be careful. Director Malinowski said okay.

Director Malinowski said and the Ice Arena, that is new and what we were saying on that actually is build it in 2027 but bond it in 2028, and so, we'll keep that in there if you're okay with that. And then The Dunes we can talk about

later or we can talk about it this evening; if you're comfortable in issuing more debt, like I said, so every \$4 million is about \$21 on that median home. So, those items in pink are not included in the FMP, so you could delay something that's not in pink or you could decide that you want to move those into the FMP. Any feedback on that?

Council Member Thiede asked can you check to verify what debt was coming off in 2028? Especially since we talked about replacing.

Director Malinowski replied yes, I will check on that debt issuance. Zac had just talked about we've got some debt that's coming off regarding the Ice Arena, so I'll check in what year that is; remember that debt that's coming off we are including that in the FMP already, and so we've already accounted for that.

Council Member Olsen said so, that's not a windfall. Mayor Bailey said no, it's not.

Council Member Thiede asked so, what kind of debt load each year kind of fits within the FMP?

Director Malinowski replied that's a great question. When we did the FMP, we looked at about \$10 million per year, and so while 2026 was lower than what we've talked about in the FMP, as we were trying to look at the 2026 and the 2027 budget, that \$6 million is already included. Remember, anything that we issue in 2026 doesn't hit the FMP or the Debt Levy until 2027. So, this one-year lag in that lower debt issuance we've already accounted for when we talked about the numbers the last couple weeks. So, in 2027, we're a little bit higher than what we anticipated; well, if we go up above, we're higher in 2027. In 2028, we're okay, in 2029, that's when The Dunes is a big increase over the FMP, and then we're within, in 2030.

Council Member Olsen said so then, the real question is how much of those potential expenditures are we able to offset with various grants and all those kinds of things, and we just don't have that information at the minute; and I think that with the placeholders, that the timelines are what we discussed in the past. Maybe we revisit after we figure out if we can find some additional revenue sources, especially as it relates to the park.

Mayor Bailey asked the \$2 million that you have kind of as our placeholder, what was that for, Zac? Director Dockter replied said so, the \$2 million was going to be for that parking lot, trails.

Council Member Olsen said stuff he's trying to get grants for.

Director Dockter said and I think to Council Member Olsen's point, every time we get a funding source, there's little coattails that tie to it as far as you have to build this; so, we just have to be prepared for that conversation when we get there.

Mayor Bailey said okay.

Council Member Olsen said yeah, I don't think we're at a decision point, that's my opinion, my feedback. Director Malinowski replied okay.

Director Malinowski asked and we're okay with Kingston, building it and bonding for it in 2027 also? Council Member Olsen replied I don't think we have a choice. Director Malinowski said that would be best. Okay, thank you.

Director Malinowski asked are there any other questions? None were asked.

Council Member Olsen asked is that all? Director Burfeind replied that's all, yeah.

Mayor Bailey said thank you, by the way, for putting it all together. There's lots of stuff going on.

Council Member Olsen said I think a lot of this here we're just reiterating what we discussed through the budget dialogue, but it's nice to have it all condensed, you know, in an easy to understand format. So, thanks again.

Mayor Bailey said but just as a side note for our newer Council Members, there is a lot of dollars up there; Council Member Olsen said and they move. Mayor Bailey said well, they move, but they're also not all present money.

Council Member Clausen said yeah, it kind of drove me crazy. When I looked at it the very first, I was like, oh, my God.

Mayor Bailey said but it's developer driven, so there's development pieces in quite a few of those biggest numbers out there, and that won't happen unless development happens. And, of course, that purchase is done by now. But there's also big dollars out there.

Council Member Olsen said and it moves because it depends on when something comes off.

Council Member Garza said but it looks like there's a lot of opportunities for grants or some type of; Council Member Olsen said there always is, and our team does a heck of a good job chasing those dollars, they really do. Council Member Garza said I realize that, that's why I said that. Council Member Olsen said yeah, we've got some really good grant writers on the staff.

Mayor Bailey asked anything else, Council? Council Member Olsen moved to adjourn.

14. WORKSHOPS - CLOSED TO PUBLIC - None.

15. ADJOURNMENT

Motion by Council Member Olsen, second by Council Member Thiede, to adjourn the meeting at 8:33 p.m.

Motion carried: 5-0.

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



City Council Action Request

7.E.

Meeting Date	9/3/2025		
Department	Administration		
Agenda Category	Action Item		
Title	EDA Meeting Minutes (2025-06-17)		
Staff Recommendation	Approve the June 17, 2025, Regular Economic Development Authority Meeting Minutes.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>6-17-2025 EDA Meeting Minutes</td></tr></table>	1.	6-17-2025 EDA Meeting Minutes
1.	6-17-2025 EDA Meeting Minutes		



MINUTES

June 17, 2025

COTTAGE GROVE ECONOMIC DEVELOPMENT AUTHORITY MEETING

12800 Ravine Parkway South
Cottage Grove, MN 55016

COUNCIL CHAMBER - 7:30 A.M.

Pursuant to due call and notice thereof, a joint meeting of the Economic Development Authority was held on the 17th day of June, 2025, at 7:30 a.m.

1. CALL TO ORDER

The Cottage Grove Economic Development Authority (EDA) meeting was called to order at 7:30 a.m. by EDA President Myron Bailey.

2. PLEDGE OF ALLEGIANCE

EDA President Bailey asked everyone to please stand and join in reciting the Pledge of Allegiance.

3. ROLL CALL

Becca Blair, Administration Specialist, called the roll:

EDA President Bailey-Here; EDA Vice President Olsen-Here; EDA Member Jean-Baptiste-Here; EDA Member Khambata-Absent; EDA Member Latack-Here; EDA Member Scott-Here; EDA Member Tschida-Here.

Staff Present: Jennifer Levitt, City Administrator
Jaime Mann, Assistant to the City Administrator
Becca Bair, Administration Specialist
Phil Jents, Communications Manager

Others Present: HVS: Tom Hazinski, Henry Detmer, Tarika Jain (Online video)

4. APPROVAL OF MINUTES

A. *Staff Recommendation: Approve the April 8, 2025 Economic Development Authority Meeting Minutes.*

EDA Vice President Olsen made a motion to approve the April 8, 2025 Economic Development Authority Meeting Minutes. Motion was seconded by EDA Member Tschida. Motion passed unanimously (6-to-0 vote).

5. BUSINESS ITEMS

A. Hotel Room Leakage Analysis Report
Staff Recommendation: Receive the report from HVS.

EDA President Bailey said HVS will be making this presentation online, and he turned it over to them.

Tom Hazinski, Managing Director of HVS Convention, Sports, & Entertainment said good morning, everyone, let me introduce our team: We're very pleased to have worked for you to do this analysis. Our Minneapolis group has done some work in the area and that's how we came on to understand what you needed and be engaged. The leads on our project are Henry Detmer and Tarika Jane that did the lion's share of the work on this; I kind of oversaw it generally, but they were in the weeds on the study, so I am going to turn it over to Henry and Tarika to present a summary of our findings, which were provided to you in a narrative report, which I hope you have. We'll just go over the highlights of that report in our presentation today. So, Henry, please take it away.

Henry replied thank you, Tom. Good morning, everyone. I apologize if my voice is a little bit hoarse, I've been sick the last couple of days, but hopefully its not too bad. I'm going to be presenting our Hotel Room Nights Leakage Analysis and our overall findings. So, just to give an overview of what we're going to get into today, just an Introduction & Scope Review of what we did, Market Overview, and our Hotel Leakage Analysis findings, and then I'll open it up for Conclusion & Discussion.

Economic Development Authority Meeting Minutes

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Introduction: So, a little introduction of ourselves, HVS CSE is a division of HVS, founded in 2001. We pride ourselves as a very independent and objective third party that's going to present the results and findings and not necessarily be a cheerleader on the project present you the real results that you need. Market Overview: Cottage Grove, as I'm sure you all know, has a population of just around 40,000 or a little bit more, and is a 17-minute drive from the MSP Airport. Length of Stay: Getting into some of the visitation numbers, which is really what we care about when we're talking about Hotel Room Nights and Hotel Room Nights Leakage, over the last 12 months (which is the unit of time that we're going to be using for all of this Placer data) there were 99,500 distinctive overnight visits made to Cottage Grove. This amounted to a little bit over 300,000 visit nights, so that's about three days on average Length of Stay. While there are 300,000 visit nights, this doesn't necessarily mean that there's 300,000 heads in beds in Cottage Grove or because of Cottage Grove's events, this is because of a lot of family-related events in Cottage Grove, and all of these may not result in hotel room demand.

Tom said Henry, just so I can interject, to explain the data source that we used here, Henry referenced Placer.ai, its a data source that we subscribe to, which is locational data, it's done by tracking cell phones, hundreds of apps on cell phones, and the data is anonymized and it gives us a sample of people that have traveled to Cottage Grove. It gives us information on the origin of the travel, how long they stayed, and where they went when they were in the market. So these are estimates, they don't track all cell phones. So, they get a panel of phones and they also check it against other sources of data they have, like credit card information to validate, but it produces an estimate of total stays based on where these people come from, the percentage of phones they have, and it even tells us about their average income and a lot of other characteristics that are correlated with the data they have. So, that's our primary data source that we're using for this. We also are using Smith Travel Research (STR) data, which is the industry source of data on hotel occupancy and rate; it's reported by the hotels to Smith Travel, and then again anonymously provided on groups of hotels to people who subscribe to the database. So, those are the primary sources that we're using and that's what you're seeing. Keep in mind these are estimates, we think that they are, we deem them to be pretty accurate, but they are estimates so don't take the numbers to be exact, take them as a good indicator of what total volumes of visits are and what the nature of the visits are. Go ahead, Henry.

Henry said so getting into some of the Overnight Visitor Origins, as we look at some of the top destinations that people are coming from, you see Duluth and Mankato at the top there, with 24,000 and a little over 19,000, respectively. Interestingly, Mankato has a much higher length of stay than many of the other destinations we see like Duluth, Chicago, Rochester. Then, as we look down the list a little bit, Madison, Minneapolis, Fargo are bringing a little bit less people, but those are obviously, aside from Minneapolis where there are a lot of daytrips, but Fargo and Madison are a little bit farther destinations.

Lodging Supply in Cottage Grove: As we look at Leakage, it's important to look at the current Lodging Supply in Cottage Grove; there are currently two hotels, the Country Inn & Suites, which is an Upper Midscale property in terms of chain scale and quality, 76 rooms, and the Wakota Inn & Suites, which is Economy and has 31 additional guest rooms. So, a total of 107 rooms, most of which are Upper Midscale, which is pretty limited in Cottage Grove's ability to accommodate surges in visitation for any event, and there are currently no Upper Upscale or Luxury Chain Scale properties, which is really what a lot of corporate travel and higher spending leisure travel are looking for when they're visiting. Lodging Supply in Dakota and Washington Counties: When we look at location of Lodging Supply and the quality, we use ESRI here to map our hotel supply data from STR. So, this is the Lodging Supply in Dakota and Washington Counties, and as you see, there's kind of three groupings around Cottage Grove of hotels and that's in Woodbury, Inver Grove, and Hastings. You can see that there's a little bit more of a diverse spread to their supply: There are two Upscales and a Luxury in Woodbury, an Upscale and a Luxury in Inver Grove, and then an Upper Upscale in Hastings. So, that's just kind of a brief overview and shows you the surrounding supply where people might be leaking to primarily.

Hotel Leakage Analysis

So, as we look at visitation and demand drivers in Cottage Grove, we grouped them up into three categories:

- 1) Wedding Venues: Hope Glen Farm, River Oaks Event Center, and The Madison.
- 2) Corporate Travel: 3M, Renewal by Andersen, American Distribution & Manufacturing Company, Van Meter, Inc. and a couple others. This doesn't catch the entire travel source in Cottage Grove, but these are the ones that we selected, which give us a good representation of what the rest of visitation in Cottage Grove looks like.
- 3) Sports & Recreation: Cottage Grove Ice Arena, Kingston Park holds events like soccer tournaments and the Strawberry Festival, Oakwood Park Disc Golf Course, Hamlet Park. We couldn't include Wolfpack Stadium because I'm aware that's on school grounds and Placer isn't allowed to give data on school facilities, so that's a limitation; but we think the areas we selected are representative of Sports & Recreation visitation as a whole in Cottage Grove.

Hotel Same-Day Visit Leakage: Off the hotel visits that we were able to track, which is based on same-day visitation, if they went to one of these venues that we selected and then in the same day visited a hotel, we'll count them as having stayed at a hotel. Because typically if you go to a hotel, you're going to be staying there. So, Business and Corporate Travel has the highest percentage of leakage with 87% there as you can see, Sports & Recreation is close to 70%, and then a lot of the Wedding Events & Venues don't have a lot of leakage at almost 27%, so a lot of those people are held in Cottage Grove at the Country Inn & Suites or the Wakota.

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So, overall, for every 10 people, approximately 7 of them stay outside of Cottage Grove just to put it simply. As we discussed before, leakage is highest in Corporate and Sports & Recreation visitors.

Estimate of Hotel Room Night Leakage: Over the past most recent 12 months it's about 58,000, and this is based on the Lodging Capacity in Cottage Grove and the current Room Nights Sold. So, this is our estimate of how much is currently being retained in Cottage Grove: 24,000 Room Nights, and then scaling it up with our Estimated Hotel Leakage Factor, which is based on the Leakage Percentage that we gathered from Placer.ai, we find that over 58,000 people are likely staying outside of Cottage Grove as a result of Cottage Grove demand generation. This is a rough estimate but likely conservative estimate.

Estimated Leakage (Trailing 12 Months): Moving on to what Estimated Leakage means, with an Average Daily Rate of \$125 in Cottage Grove, the Hotel Revenue Leakage is over \$7 million, and at a 3% Local Occupancy Tax Rate, this equals over \$220,000 in Annual Lost Tax Revenue and in Local Sales Tax Revenue it's over \$20,000. So, these numbers show that there is significant Leakage occurring in Cottage Grove.

Conclusion & Discussion

Key Takeaways:

- The current supply of lodging in Cottage Grove of 107 rooms is insufficient to meet the lodging needs generated by Corporate activity and Sports & Recreation.
- The significant Room Night Leakage of 70% is a high number; over the last 12 months, this is over 58,000 Room Nights.
- This translates to over \$7 million in lost Hotel Revenue and over \$220,000 in lost Occupancy Tax Revenue.
- We can't say anything in this study as to the cause of this leakage; it may result from a variety of factors beyond just hotel supply, including: Limited surrounding demand drivers, absence of nearby retail, dining, or entertainment options, amenities for groups, or preferred hotel brands that would encourage overnight stays in Cottage Grove.
- Additionally, this study makes no projection for the performance of new lodging supply; so, we make no projection of how it will perform if a new hotel gets built.

Henry said with that, I can open it up for discussion or questions.

EDA President Bailey said all right, thank you. First of all, I guess I'll throw it out to the EDA; are there any questions that you have regarding the study.

EDA Member Latack said one question I have for the business traveler is the loyalty program, is that pretty important regarding where they're deciding to stay?

Tom replied yes, it is. It is a driver in a couple of ways: It's a driver of hotel choice on the part of business travelers. They have their own personal loyalty programs and most travelers are enrolled in more than one of those loyalty programs, but it really is a big factor in the draw to branded hotels rather than independent hotels. Also, the corporations like 3M or Renewal by Andersen may have corporate contracts with hotels, and they guarantee a certain number of Room Nights a year in exchange for a lower rate. So, that's also a big determinant of hotel choice. So, when you think about hotel development for Cottage Grove, it would make sense to have branded hotel development in Cottage Grove.

EDA Member Scott asked is there a recommended number of rooms that you would recommend based on this study, based on the leakage if we were going to build a hotel?

Tom replied as Henry said, we haven't done or weren't really engaged to do the work that one would do to recommend a hotel room count because that would be a different analysis where we would look at the performance of a competitive set of hotels, project their market performance, and understand how a new hotel might kind of affect that market. There are a lot of other factors besides leakage that would factor into that. Without having done that analysis, I would venture a guess that the most appropriate product for Cottage Grove would be a quality select service hotel that's branded and would have an advantageous rate. The location and specific site of the hotel is very important to how it will perform, what kind of neighboring amenities it will have, what kind of transportation access, what kind of visibility; all those questions would come into play to predict how an individual hotel might perform. Full service, select service hotels typically range from 90 to 120 rooms that you might see in a Courtyard by Marriott, Hilton Garden Inn or Hampton Inn, those kind of properties; that would be the most likely type of development to succeed in this market.

Tarika said if I may, our 2022 study by our Minneapolis office also recommended a 90-room limited service hotel for Cottage Grove. So, that study has been conducted in 2022.

EDA President Bailey said I was just going to share that I believe we did do our own study, is that what she's referring to? One of the things that EDA Vice President Olsen and I just came back in May from the ICSC Convention in Las Vegas and met with a bunch of hoteliers out there or developers. What we were hearing from them was exactly the numbers that you were just sharing; some were between 90 and 120 rooms for a business class hotel, but then also about 40 to maybe 60 rooms of extended stay. So they were talking about kind of almost like a dual brand, if that would be the case, it doesn't have to be; they were commenting that some of

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these brands might want a portion of the hotel to be like the business class type hotel and then with one lobby in the middle, and then to the other side would be their version of an extended stay for that particular brand. So, I thought that was kind of interesting because they did see, based on the study that Tarika was mentioning, I know there was a comment about extended stay and that same message due to things that are happening in our market area that that was something also important for our community. I just thought I'd throw that out there, we heard that very loud and clear when we were at the ICSC Convention in Las Vegas.

EDA Member Jean-Baptiste said in your previous slide you kind of had a map of the different types of hotels that are in the area. Is there any concern, given the level of consolidation in the hotel industry, that we might have trouble pulling in one of those bigger brands given that they're relatively concentrated in the area and might be worried about some sort of cannibalization on their individual hotels?

Tom replied yes, that would be a concern, and it depends on the developer of these hotels, as they often seek a brand restriction within a radius around them. My guess is that the radius around these hotels probably don't extend into all of Cottage Grove, I would be surprised; the radius restrictions are probably roughly within those circles that you see on the map. There are also a wide variety of brands that are available, brands have proliferated, so even if there were restrictions, there's probably comparable brands that may be available. EDA Member Jean-Baptiste said thank you.

EDA President Bailey said the one thing I had a question on, on that slide that you showed where a lot of the perceived traffic is coming into Cottage Grove; the only thing I personally can take out of that with grandkids in sporting events, when you look at like Mankato and you look at Rochester and Duluth and some of these places, knowing in Cottage Grove that we have a lot of these tournaments that doesn't surprise me to a certain extent. Is that what you feel or does your data kind of state that that's the case, as it is being driven predominantly, at the moment anyway, by sporting events that are happening in Cottage Grove?

Tom replied yes, I think that is a predominant driver because convenience and proximity and drive time, the kind of product that would be appropriate for Cottage Grove suits sports demand. The problem is it's not consistent, you know, tournaments occur typically on weekends, they're seasonal, and so it's not a constant daily source of demand, but it's a very important source of demand.

In support of Cottage Grove, I had Renewal by Andersen just come to my house to replace some windows in my basement. So I asked the sales guy who came over, I said oh, I'm working in Cottage Grove, it's where your headquarters are, do you have to go there for training? He said, no, we all do it here in the Chicago area. I was so disappointed that there wasn't a direct connection, but he obviously was very aware of that being their corporate headquarters, but apparently Andersen doesn't, at least for their Chicago people, they do their training in Chicago. We know there's a lot of demand related to Andersen that does come to the market, but I was hoping to find that direction connection. So, I think if you capture the corporate demand, it's much more difficult because of the brand loyalty that you'd mentioned earlier and because of the quality of hotel and the lack of price sensitivity that corporate visitors may have. So, it would be tough to build a product in Cottage Grove I think that would draw a lot of that demand back into Cottage Grove; it certainly would capture some of it, but that's tougher I think than capturing the sports demand.

EDA President Bailey asked if the EDA Members had any more comments or questions for HVS and there were none. He stated well, thank you for the information, we do appreciate getting it, I think it kind of solidifies what we thought with some of the challenges. I do know that, as I mentioned earlier, when we were out at the ICSC Convention, all of this different data that we have been gathering for the EDA was very well received by all the different hoteliers that were out there. For our group, we are working on an RFP for a hotel in Cottage Grove, and one of the hoteliers we met out there has already been to town to look at the site, is planning to put in an RFP on the site, and it would be a business-class hotel. So, that's great news, it does go to show the data you provided to us, as well as what we felt were the issues in Cottage Grove, are absolutely there. Hopefully, we'll see something develop on that site within the next year. He thanked HVS for their presentation.

B. Economic Development Update

Staff Recommendation: Receive Beige Book Report - April 2025 & Development Update 6-10-2025.

EDA President Bailey said City Administrator Jennifer Levitt will walk us through this one.

Beige Book Report: Overall, the economy activity is lower since the last report across most sectors. Employment: Many business sectors are reporting hiring freezes and, in some cases, temporary layoffs. Prices: Have increased moderately since February. Construction Activity: Had fallen overall but is beginning to pick up into spring. Manufacturing: Has increased modestly as companies move to "buy now" before prices rise. Yesterday, as we met with a broker, one of the observations he was making was that a lot of our retailers in the Midwest market have kind of I'll say go dormant; they weren't making investments and were kind of

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holding their position. He said right now, he's starting to see a lot of those retailers start to emerge, more with an interest to expand in the market, so that is good news. Residential Real Estate Sales: Also, anecdotally from Cottage Grove, when you look at our single-family housing stock, it is still going very strong; so, that is one good news for us is when you see those platted lots, we see those new housing permits come in, that activity is still very good and helping our local economy.

Community Development Updates: Lumbermen's: Is working on their buildout, as you recall, there are two buildings that NorthPoint has, and Lumbermen's was in the smaller building and now they've moved to the larger building. So, they are starting to complete their tenant improvements: Carpet and floor tile are being laid; Ceiling grid and the plumbing fixtures are being installed in the office area; Building permit secured to relocate the original conference room and convert the space into additional office space. I met with NorthPoint on Friday, and the good news is that the larger building where Lumbermen's is now being located, they do believe they're close to securing another tenant that is kind of a partner with Lumbermen's; so we hope to see that actually come in the door for a building permit shortly. So, they're still leaving some vacant space there, but it's exciting to see that those spaces are filling up and that Lumbermen's obviously is growing. Bluestem Apartments: This was that deeply affordable housing product that is right across from GROVE80 and the library. We had an exciting ribbon cutting there earlier this spring. Right now, they're finishing up the exterior site work and we'll be issuing a full Certificate of Occupancy shortly and then working on their business subsidy. Low Zone Water Treatment Plant: A big thing to note is when you have a glass of water this week, you will be drinking treated water coming from this very facility. The Council toured this facility two weeks ago, just before we became operational, and we are hopefully flowing treated water to residents. In these interesting two blue tanks here on the left of the screen, what's interesting is there is a green sand in there that actually helps the tanks take out the manganese in that; that was actually one of the things that was delaying the plant from coming on was that green sand from Brazil. You never know when you're dealing with projects where all of your products are going to be coming from, and we had some controls that were stuck in France. It's exciting to see even the global market right here in Cottage Grove on a Water Treatment Plant. Interior finishing work and water quality testing continues. Curb and gutter work have begun with the paving of the parking lot to begin shortly. Public Works Remodel: Has a very small renovation that's taking place in their mechanics' shop; we're taking out an interior wall so that we can bring in a larger hoist to enable our fleet team to be able to service some of our larger vehicles, fire trucks and apparatus like that and plow trucks. So, that work is underway. Oltman Middle School: Work has started on footings and foundation for the building addition. Council just awarded the Oltman ball field and playground and so that project will start as well. If you're up in the Oltman area, you'll actually see our activity start with the park and then you'll also see the building improvement taking place. Park High School: If you've driven by on 80th Street, you've seen a chain-link fence all the way around and down to Crestview. A couple of things are happening there: 1) There's a very extensive new drive being constructed between the tennis courts and Crestview, so you're going to see that road alignment come out to 80th Street. 2) As part of our 2026 project on 80th Street, we'll install the turn lanes for that. Right now, if you're out there, you'll start to see some demolition work but you're also starting to see a lot of that civil work with the piping and other things being delivered to the site. HORSCH AgTec Grand Opening: I know you've all received the invitation for the grand opening at 9700 Hemingway on June 18, from 1:00-10:00 p.m., they're bringing in their team for a German-made agricultural product, and so it's exciting that they're here in Cottage Grove. So, if you have an opportunity to stop by and welcome them to the community, you'll have a fairly significant timeslot to do that on Wednesday.

Administrator Levitt said I would be happy to stand for any questions. EDA President Bailey asked the EDA Members if they had any questions for Administrator Levitt, none were asked. EDA President Bailey thanked Administrator Levitt.

C. Resolution Modification - 2024-01

Staff Recommendation: Adopt Resolution 2024-014 correcting a numbering error in our official records, ensuring clarity and accuracy for a previously-approved action related to Purchase Agreements with Glendenning Farms and Kwik Trip.

EDA President Bailey said Tammy will be taking us through this one.

Tammy Anderson said I have the honor of being the City Clerk for Cottage Grove. I'm not used to standing right here, I'm usually over where Becca is, but this is kind of nice, I could get used to this.

Today I want to talk to you a little bit about what Clerk responsibilities are and my responsibilities as Clerk would be to make sure that I have clear, transparent, and legal records that go forward for future generations that reside in Cottage Grove. During an audit three weeks ago, we discovered that two Resolutions that were presented to the EDA in 2024 had the same Resolution number. The first one was presented on January 9, 2024, and it was approving a modification to the development program for Development District #1 and Adopting a Tax Increment Financing Plan for Tax Increment Financing in District #1 through 2024 and that was for Roers. Then, we found another one with the same Resolution number, as I stated before, 2024-01, which was

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approved by the EDA on February 13, 2024, and that Resolution was approving the First Amendment to a Purchase Agreement and that was in regards to Kwik Trip.

So, after consulting with our City Attorney, Kori Land, we came up with a solution and that Recommendation is before you today, and I'll stand for any questions.

Recommendation: Adopt Resolution 2024-014 correcting a numbering error in our official records, ensuring clarity and accuracy for a previously-approved action related to Purchase Agreements with Glendenning Farms and Kwik Trip.

EDA President Bailey said so, it's just kind of a formality situation you just need to make, to make sure that the two aren't equal. Tammy replied correct.

Motion by EDA Member Jean-Baptiste to Adopt Resolution 2024-014 correcting a numbering error in our official records, ensuring clarity and accuracy for a previously-approved action related to Purchase Agreements with Glendenning Farms and Kwik Trip. EDA Member Tschida seconded the motion. Motion passed unanimously (6-to-0 vote).

D. 9430 East Point Douglas Road Purchase Agreement

Staff Recommendation: Authorize the EDA President and the City Administrator to execute the Purchase Agreement with Martha Ross to purchase 3.59 acres for development purposes.

EDA President Bailey said this item will be presented by Jennifer.

Administrator Levitt said well, thank you, we talked a lot this morning about hotels and we're going to continue that theme. As the City Council had looked at the Strategic Plan in January of this year, we knew there was a need for a hotel. We had estimated the leakage through our Chandlerthinks project, we knew that there was a driver and a need for a hotel here in Cottage Grove. One of the unique opportunities that presented itself is that there is a 3.59-acre site adjacent to Walmart that is owned by the Ross family; they have been interested in selling, and so we have been engaged with them to negotiate a Purchase Agreement. You'll recall you previously approved an appraisal to be conducted on the property. The property is zoned Residential today, but is guided as Mixed Use, so it would support a hotel and be compliant. The City hired our consultant to make sure that a hotel would actually fit on the site itself, and so what you have demonstrated here is that a 90-room hotel would fit on the site and that it would be conducive to that. We are undergoing a Phase 1 Environmental on the site right now and that report should be completed at the end of June. With that, we're looking at an additional assessment and soil borings. The leakage study that was just presented will be sent to all of those that are currently holding our RFP, and the RFP for the hotel would be due at the end of August. So, we would be bringing a proposal to you most likely in September to discuss an acceptance of a proposal to start the acquisition process. The intent with your action today is for the EDA to actually buy the Ross property, and then our intent is to do the demo work on the house, the well, the septic, and if there's any environmental work, we would take care of that. So, that way before we close with a hotel investor, those things would be done. We are trying to make it as easy as possible for a hotel to come in on this site. We also believe when you look at the adjacent 73 acres, this might be that catalyst or that spur to help bring additional investment on that 73 acres. In talking with a couple of the hotel companies, they do like the visibility from Highway 61, and so that prominent visibility and easy access is very attractive to them.

One of the other things, too, is we did receive Federal funds of just over \$3 million for the Shoppes at Cottage View related to infrastructure; we would anticipate starting that work in the spring to construct the spur road into this and then realign a road going into Walmart, and then we would provide the sewer and water services as well. So, it's as easy as we can make it for a developer, making it shovel ready the day they would sign on the dotted line for the acquisition.

So, with that, I do have a Purchase Agreement in your packet with Martha Ross for purchase of that 3.59 acres, and I'd be happy to stand for any questions.

EDA Member Jean-Baptiste said I'm assuming we have Site control for the piece of land where the Shoppes at Cottage View would be already, is that correct?

Administrator Levitt replied currently the 73 acres is under option to River Caddis, and so I'm not sure if he is going to continue to extend his option on the property, but it is under option by someone at this time. So, even if our project moves forward, it would be a catalyst for that end user, who holds that option, or if he relinquishes it, it could give an opportunity to another investor to pursue acquisition on that 73 acres.

EDA Member Jean-Baptiste replied got it, and do we know when our current option expires?

Administrator Levitt replied I'm not sure of the exact deadline, as that is a private agreement between the broker and the landowner.

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EDA Member Jean-Baptiste said got it, and then there was a couple other lots surrounding both Shoppes at Cottage View as well as where the hotel is going to be, it looks like there is a small piece of land to the left and then one to the right. Do we have any interest in those or are those up for sale or is there any plan to develop those as well?

Administrator Levitt replied that's a good question. The lot to the left of the 3.59 acres, that's a stormwater pond, so that's an Outlot owned by the City. The other parcel that's not highlighted here could be included at the Shoppes at Cottage View, it's maybe just an error in my graphic. It's actually under a separate entity, a different LLC, and so it actually goes together as the same underlying landowner, it's just two different companies that own it but it's the same landowner. So, it probably should have been shaded on the graphic, so I'm sorry for that.

EDA Member Jean-Baptiste said oh, no worries, that makes perfect sense. And then my last question is for the Shoppes at Cottage View, I think I've seen some renderings that originally had a hotel as a part of that. Is that still the case? Would we duplicate and have two hotels or would we just do something else with that space? I think it would be in the bottom-right corner, now that we are hopefully going to purchase this 3.59-acre lot and have that as the hotel.

Administrator Levitt replied in my perfect world, I would love to see that 90-unit hotel, you know like a Marriott brand type hotel come in, and you might then have an extended-stay hotel maybe purchase the land adjacent. It gives that opportunity for more upscale restaurants that we're lacking in our community to potentially be attracted to this site. So, we think all of that is going to make this acquisition a great catalyst to make all of that happen.

EDA Member Latack said so for the 3.59 acres, I'm curious if we can go back to the map; the property on the other side of the road, that may not be super useful to a hotel, would that be able to almost be resold as a gas station, quick-serve restaurant, or something like that?

Administrator Levitt asked just for clarification, are you referring to this little triangular piece?

EDA Member Latack replied yes, or is it too small to do anything?

Administrator Levitt replied actually, we'll be cleaning that up as Right-of-Way; so on East Point Douglas, we would secure the Right-of-Way for that, and then the DOT would actually take that little sliver there. We have to clean up that Right-of-Way as part of this acquisition in the plat, but a good question on that.

EDA President Bailey said I will just say one thing, real quick. There were some great questions down there about the plat. Because I've been part of knowing about this from the very beginning, at the very beginning, the owners of the Shoppes at Cottage View, the Heringers, they had an agreement with the Rosses years and years and years ago that as things would develop on that site that they would go in and whatever Jerry was selling the property, he would go in and help buy the Rosses. Well, Jerry passed away and Jim Ross passed away, and so we just decided after a conversation I had with Mary was just it would be a good idea for us to go ahead and do it because right now, as you kind of heard, things have been kind of stagnant on that site with the current option that's out there. The other piece of the difference I think on that screen that you were showing is at the time, when Jerry was alive, he actually purchased that other square on the corner. And what's nice about that, to be honest with you, is when Walmart came in and did the deal with the Heringers, Walmart put a bunch of restrictions on what can go in down there. And so, as part of the deal, for example, I don't believe there can be a grocery store in any of that bigger parcel there if there was a need for a grocery store; and so, this area down on the bottom there where the cursor is right now, that area has no restrictions because it was purchased and came on board with the Heringers after the agreement with Walmart. So, just giving you a heads up that there's all these tentacles of things that can be a challenge with some of these sites, but hopefully, we'll see something develop in there other than what we're proposing to do with this one site.

Recommendation: By motion, Authorize the EDA President and the City Administrator to execute the Purchase Agreement with Martha Ross for the purchase of 3.59 acres for development purposes.

EDA Vice President Olsen made a motion to Authorize the EDA President and the City Administrator to execute the Purchase Agreement with Martha Ross for the purchase of 3.59 acres for development purposes. The motion was seconded by EDA Member Scott. Motion passed unanimously (6-to-0 vote).

E. Façade Improvement Program

Staff Recommendation: 1) Award VP Investments, LLC, owners of 80th Street Crossing, an award letter for the submitted project with matching funds of up to \$24,999 for any eligible expenses as part of the City of Cottage Grove Façade Improvement Grant Program and \$2,000 in design assistance. 2) Award Alisan, LLC c/o Kin Properties, owners of the Sherwin Williams building, an award letter for the submitted project with matching funds of up to \$24,999 for any eligible expenses as part of the City of Cottage Grove Façade Improvement Grant Program. 3) Award Boondocks Vintage Boutique an award

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letter for design assistance for the submitted project of up to \$2,000 for any design work procured by a licensed design professional to assist with the creative design for their Façade Improvement Grant Program application.

Mayor Bailey said Jaime Mann, Assistant to the City Attorney, is going to walk us through this one.

Jaime said I'm happy to announce that we have three applications this year for our Façade Improvement Program, but we'll start out with a little bit of history on the program:

- It started in the City of Cottage Grove in 2019 as a way to beautify commercial stock in the City;
- It is a grant-based program that is a 50% match, up to \$25,000, but they also have to provide a \$25,000 investment into the upgrades.
- It is meant to keep our commercial stock beautiful in the City.

Criteria for the awards:

- It has to be a location within the City of Cottage Grove.
- Ability to encourage improvements to surrounding businesses.
- Ability to improve the appearance and attractiveness of an area.
- Consistent with Cottage Grove Comprehensive Plan.
- Compliance with City Codes.
- Priority may be given to local businesses over national/regional tenants.
- Building owners who have not previously been awarded a grant will be considered before those who have already received grant funding.

We do have Façade Improvement Grant Priority Zones within the City of Cottage Grove, you can see them on the map here. Priority is given to applications from areas that contain a larger concentration of commercially-zoned parcels, as well as those areas in the community that have a more visible/higher traffic count: Priority Zone 1 is indicated by green on the map and includes 80th Street and East Point Douglas Road, as well as Jamaica Avenue and East Point Douglas Road. Priority Zone 2 is indicated by blue on the map and includes the Southwest Corner of 70th Street and Keats Avenue, the Northwest Corner of 70th Street and Hinton Avenue, and West Point Douglas Road.

So, with the grant EDA has, we have budgeted for two Façade Improvement grants this year of \$25,000 each, so we have \$50,000 in the 2025 EDA Budget. With that, all the work needs to be performed before we pay out the dollars. So, they pay for everything and they submit the paid invoices to us and then it's reimbursement to them for up to 50% of cost. You'll see estimates on the future screens that I have here; we base the dollars we pay on their final cost, so those are just estimates at this point as we move through the three projects.

1) 80th Street Crossing Application: This is the first one we received and is where Pizza Hut, Basic Needs, and Ace Hardware are located. They are in Priority Zone 1 and their total estimated project costs are just over \$75,000. They plan to include: Tuck pointing and painting; Removing Pizza Hut sign from the roof and putting it on the front of the building; Replacing lighting with under-canopy lighting and can lighting; Installing privacy film on back windows (ineligible expense totaling \$2,036). They are requesting the full grant match of \$25,000. They also requested \$2,000 for design assistance to go out and do the final design, and we also allow \$2,000 for design assistance to businesses that apply for that.

2) Sherwin Williams: This is the second application we received, and on the bottom right of the screen is a rendering of what they're looking to do. The extensive list for their project includes: Power washing exterior; Replacing damaged/rotting fascia and soffits; Replacing missing fencing; Replacing/repairing existing drip edge; Tuckpointing any deteriorated mortar joints, cleanout and recaulking masonry expansion joints; Prime and paint for entire building, soffit, fascia, pylon signposts, wood fence, bollard, and doors and frames; Installing approximately 336 SF of cultured stone over brick at front elevations and around base of pylon sign; Re-lamping the soffit lights with LEDs and re-lamping the parking lot light with LED (ineligible expense). Their estimated project costs are just over \$75,000, and they are requesting the full grant match as well. They did not request design assistance because they've done that inhouse.

3) Boondocks Vintage Boutique: There have been some ongoing Code violations with Boondocks, and they did not have complete estimates. They submitted estimated project costs of just over \$21,000, asking for a 50% grant funding of that. They did not submit quotes as the other two applicants have, but they did request design assistance. They are looking at the biggest cost for the project being leveling their parking lot, which is not included in our grant program. We have ineligible expenses such as parking lot replacement lighting, so a big portion of their grant request was for that ineligible expense.

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Jaime said so, with that, I have a Recommendation and a few Motions before you, but I'll be happy to stand for any questions about any of the three projects.

Recommendation: By Motion:

- 1) **Award VP Investments, LLC, owners of 80th Street Crossing, an award letter for the submitted project with matching funds of up to \$24,999 for any eligible expenses as part of the City of Cottage Grove Façade Improvement Grant Program and \$2,000 in design assistance.**
- 2) **Award Alisan, LLC c/o Kin Properties, owners of the Sherwin Williams building, an award letter for the submitted project with matching funds of up to \$24,999 for any eligible expenses as part of the City of Cottage Grove Façade Improvement Grant Program.**
- 3) **Award Boondocks Vintage Boutique an award letter for design assistance for the submitted project of up to \$2,000 for any design work procured by a licensed design professional to assist with the creative design for their Façade Improvement Grant Program application.**

EDA President Bailey thanked Jaime and confirmed with her that there would need to be three separate motions. He asked if any EDA Members had questions for Jaime.

EDA Vice President Olsen thanked Jaime for the update. I was aware of all of these previous to the presentation, but I'm grateful that we got some further detail here on what everybody's looking for. One of the things you mentioned earlier in your presentation was we try to prioritize those local businesses, which I think is absolutely the right thing to do. One of the questions that I would ask, though, is when you work with a local business, in many cases you're working with a single owner, maybe two owners, much smaller infrastructure than you'd get with working with a corporate entity. Do we help them with their submission? In other words, when they express interest and they say I heard about this program, I really would like to get involved, but I'm not quite sure what to do, do we do any advising or provide any sort of support in terms of application submittal, make sure that its buttoned up the right way so that they can hopefully gain some sort of award? The reason I'm asking the question is I think back to our COVID timeframe, and at that time, we had a number of local businesses at risk of shutting down because of the changes in the market caused by the COVID pandemic, and we did a lot of handholding. I recall our former Economic Development Director, Christine Costello, literally going and sitting down with people and taking out a little piece of paper and saying okay, here's what you fill out here and what you fill out there. I'm just wondering, I know that is very time consuming and staff time is definitely something that we have to watch closely; do we help to get these folks tracking the right way?

Jaime replied thank, EDA Vice President Olsen, it is an option available to businesses. I actually met with the Sherwin Williams group before they did their submittal to talk through the process, answer any questions they might have. So, if they do let us know they are looking for assistance, we are more than happy to help.

EDA Vice President Olsen said thinking about the Boondocks, one of the things that was mentioned to me on a visit here about a month, month and a half ago was that they were pursuing this, they mentioned that they were pursuing this and that they had a meeting set up with our former EDA Director. Do you happen to know if that meeting ever took place?

Jaime replied I am not sure on that one. I can look back to a calendar to see if it's out there.

EDA Vice President Olsen said and maybe that's a wise decision because when you mentioned that they had some things that they were looking to do and that those things weren't eligible, I would hope that if they did have that meeting, that would have been discussed with them; but I just would like to know whether or not that meeting actually took place or not because if it didn't, maybe we need to do a little handholding there that we hadn't done in the past. It's just a thought, that's all I have. Thank you.

EDA President Bailey asked if there were any other questions, and there were none.

EDA Member Scott made a motion to award VP Investments, LLC, owners of 80th Street Crossing, an award letter for the submitted project with matching funds of up to \$24,999 for any eligible expenses as part of the City of Cottage Grove Façade Improvement Grant Program and \$2,000 in design assistance. Motion was seconded by EDA Member Jean-Baptiste. Motion passed unanimously (6-to-0 vote).

EDA Member Tschida made a motion to award Alisan, LLC c/o Kin Properties, owners of the Sherwin Williams building, an award letter for the submitted project with matching funds of up to \$24,999 for any eligible expenses as part of the City of Cottage Grove Façade Improvement Grant Program. Motion was seconded by EDA Vice President Olsen. Motion passed unanimously (6-to-0 vote).

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EDA Member Latack made a motion to award Boondocks Vintage Boutique an award letter for design assistance for the submitted project of up to \$2,000 for any design work procured by a licensed design professional to assist with the creative design for their Façade Improvement Grant Program application. Motion was seconded by EDA Member Scott.

EDA President Bailey asked if there was any further discussion on this. EDA Vice President Olsen said yes, as I mentioned earlier, I'd be curious if that meeting did take place and what additional support we may be able to provide to this local business. I'd like to just remind people that one of the owners of this business had a terrible tragedy in their family here in the not too distant past, and that may have been something that would have prevented them from maybe dotting the I's and crossing the T's to the degree that they needed to. So, if we can just follow up with that, see if there's any additional support we can provide, I would sure like to see that happen.

Motion passed unanimously (6-to-0 vote).

F. National Community Survey Report
Staff Recommendation: Receive Report.

EDA President Bailey said Phil is going to walk us through this one.

Phil Jents, Communications Director, said you've heard a lot of information data, a lot of data on some different topics. I'm very excited to present to you a little bit more data from our very own residents and talking about the results of the Polco National Community Survey, which was recently conducted. Before I get into the slides, it's just important to note that there was a lot of information in the full survey report that I have copies of if anyone would like that in physical form or emailed. The slides that I have before you are shortened from the full presentation, if you will, just in the interest of time, and also focusing on topics that the EDA Board might be interested in. Having said all of that, there's a lot more information available that I'd be happy to discuss or provide you with the full report as a follow up to this morning.

So, all households within Cottage Grove were eligible to participate in this survey. The City used and Polco used GIS boundary files provided by the City, and addresses located outside of Cottage Grove boundaries were removed from the list of potential households for this survey. From that list 3,000 addresses were randomly selected to receive the survey, and of those 3,000 randomly-selected households, they received mailings beginning on March 20, 2025, and the survey remained open for six weeks. The first mailing was a postcard inviting the households to participate in the survey, and the next mailing contained a cover letter with instructions, the five-page survey questionnaire, and a postage paid return envelope. Both the postcard and cover letter included a web link to give residents the opportunity to respond to the survey online. All follow-up mailings asked those who had not yet completed the survey to do so and those who had already done so did not respond twice. The survey and all mailings were also available in English and Spanish. A total of 483 completed surveys were received from these efforts; that provided a response rate of 16% with a +/- 4% margin of error. It's very worth noting that nationally we are hearing that survey responses are down and that our 16% response rate and margin of error rate is higher than that national average and better than that national average; and I'm happy to report that our residents are clearly engaged and responding to surveys even though survey fatigue nationally may be a real thing.

In addition to the randomly-selected probability households, a link to an online open participation survey was published by the City. In the following slides, you're going to see words like "in comparison to benchmark communities," so those are communities all across the country that have filled out the National Community Survey and how we rank against them. So, you'll see words like "higher," "lower," "similar" just for point of reference. The methodology that Polco uses defines higher as 10 percentage points higher than an average, lower is at least 10 percentage points lower, and similar is within that range. So, when you see we ranked higher than the average, similar, or lower, you kind of have an understanding of what that actually means.

In the survey, in addition to many other topics, we had two questions related to Community Livability. The first asks residents to rate the quality of each, and you can see the resulting comparison to the National Benchmark in the shading on the chart. So, where we rank higher is in kind of that darker green, similar in that lighter green, and lower in an even lighter green. The second question asks about the same facets of livability, but is centered upon how important residents think it is for the community to focus on each facet in the coming two years. I personally really appreciate this particular data point because it's really important that a City is a lot of things to a lot of people and provides a lot of services with limited time, limited staff resources, and other resources. It's very important to see if somebody thinks Safety or the Economy or Utilities is of high or medium or low quality, where did they rank it on a scale of importance. I think that this thing needs to be improved and I also think it's really important to focus on that, or I don't think this thing necessarily needs to be improved, but it's not as important to me. So, that is very interesting insight in terms of how we prioritize our time moving forward.

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The next slide is just another representation, visually, of that gap, if you will, of importance to quality. Polco put this together, this Gap Analysis Chart, which is used to help determine which areas are relatively higher in importance and lower quality to residents. This chart is one of many ways to interpret the data and can be used to identify key findings and help determine which areas may need additional focus or resources allocated in the coming years and which others are performing well in comparison. So, you see here some standouts are the Economy, Utilities, Community Design, and again, just another visual representation of that relationship between opinions on quality and importance.

So, in terms of the Economy in Cottage Grove, which the EDA Board may be uniquely interested in learning about, we saw that earlier 86% of the residents emphasized the importance of focusing on the economy, ranking second among the ten facets. The overall economic health of Cottage Grove was rated positively by about six of ten residents as was the overall quality of businesses and service establishments. Cottage Grove as a place to work followed at 49%, ranking lower than the benchmark, highlighting other potential areas of focus, ratings were also lower than the national average benchmark for the variety of business and service establishments at 36% and Cottage Grove as a place to visit at 35%. An important note on a variety of business and service establishments, we also had a couple open-ended questions: What would you like to see changed or added, I believe was the phrasing on one particular question, and we have a lot of written responses to that open-ended question about what people are looking for; it's a little bit of an unwieldy spreadsheet to print out, but I do have those results and you see a lot of common themes that support kind of that talking point of people are looking for a variety of businesses in the community. Also worth mentioning is that custom question that the City developed and added into that survey where residents share open feedback on anything they would like to see improved or added; while those verbatim responses are not coded and analyzed as you see in this slide, as I said, those survey responses are available and support people's opinions on wanting that variety of businesses.

Here we have some information regarding Taxes and Services. There's a lot of information on this particular slide here and a lot of interesting feedback. When asked about their opinion relating to Taxes and Services in Cottage Grove, about a third of residents that responded have a positive opinion about our taxes here in the City of Cottage Grove; 34% of residents said they were satisfied with the current level of taxes in Cottage Grove, and a similar portion, 32%, felt they paid too much in taxes for the level of service they receive, and even yet 11% are willing to pay more taxes to get those services. A small share, 5%, reported having no preference, and 3% had an opinion that was not listed. For additional context, we also see here the ratings for one of the default survey questions, which asked residents to rate the value of services for taxes paid to Cottage Grove. The results showed that 9% of respondents rated this item as excellent, 44% as good, 27% as fair, and 20% as poor. For benchmark comparison purposes, Polco combined the excellent and good ratings to represent an overall "percent positive" in this case giving us a 53% rating, which ultimately ranked similar to other communities nationwide.

And then in terms of City priorities, when I referenced those custom questions that we added into the survey, those custom questions sought some insight into longer-term focus for the City. Among the options provided, residents placed the largest priorities on focusing on Utilities, so that's 97% at high or medium priority, Fire and EMS, Transportation, Police, and then of course Economic Prosperity.

Council Member Olsen said Phil, I'm going to stop you for a second. The Fire and EMS color coding on 68%, what does that represent?

Phil replied EDA Vice President Olsen, that's a good point. This is something that I actually caught yesterday that I didn't correct in this slide because I was working on a different presentation for tomorrow night, but that's just a coloring error; that should be the blue, high priority. EDA Vice President Olsen replied thank you.

Phil said so with that, I'll stand for any discussion or questions. As I said at the beginning, that was a lot, and there's a lot of information, a lot more, in the full report that I'd be happy to give you as a follow up.

EDA President Bailey said all right, sounds good, thank you for presenting it. EDA Vice President Olsen, you have an additional item you want to ask?

EDA Vice President Olsen replied I do, thank you. This is the first time we've used Polco; we've done community surveys like this in a variety of manners for as long as I've been a member of the City Council and even before that, when I was on the Public Safety Health and Welfare Commission, and we've tried a lot of different ways to extract what we felt would hopefully be valuable information from surveys. How do you feel about the methodology and the data capture that we got using this method vs. the number of different ways we've done it in the past? I'm sure you've done a little bit of looking back, even though you weren't here, but a lot of members of the staff certainly have been for quite some time. Do you feel it was better, do you feel it was valuable, etc.?

Phil replied that's a good question, and while I can't very specifically speak to methodologies that were used in the past, I can definitely speak to this experience using Polco. I think that overall, any survey is going to have, you know, I mentioned a percentage

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of margin of error, response rates, and how people respond. There's always going to be a little bit of an element of imperfection, right, in any survey that you conduct. My perception of Polco as a vendor, highly professional, very engaged, very responsive, and so our project manager, our experts who designed the survey, were excellent to work with and very responsive to our feedback, our pushback, our questions, and so on and so forth. I also think I was probably bothering our project manager during the survey, as I was asking him very frequently how we were doing, what our responses looked like, and what our response rate looked like, and he was very gracious in his time in responding to me. And so I think both the survey methodology makes a lot of sense to me, they're using a survey that is used all across the country, I believe it's something like 500 some communities nationally. And, so, not only do you have a solid, again with that caveat of every survey is going to have a level of imperfection to it, I have a lot of confidence in the survey itself and responses we received via the methodology used just on its own; but then also understanding that survey is used almost verbatim, I mean, the communities are allowed to tweak things, like we removed the word sheriff because the County provides the sheriff, not the City. But the overall survey is more or less the same because they want, you know, trust in data when you compare against those 500 communities nationally, and so I have a lot of confidence in this survey itself and also appreciate how their methodology applies to other communities across the country. And then, just to end, my experience in my prior job, I would have dearly loved to have the resources to conduct a survey such as this. Because one thing that we gleaned with this survey, through the open-ended question, which I'm very glad we asked it on communication methods, as obviously as the City's Communications Manager, I'm very interested in people's responses to how we communicate and how they feel about it. It's hard to always understand when we send out a newsletter to thousands and thousands of addresses, that takes a lot of time to gather a lot of staff resources across multiple departments, a lot of costs in terms of postage and mailing, is that worth it? Are people reading it? Do people find value in it? It's hard to know, right? You create it and you like to think that it's important and that people will read it and find value in it, and then lo and behold, they respond to an open-ended question about communication platforms and the newsletter, Cottage Grove Connect, emails, things that stood out as very common themes of how people responded. I was very pleased to hear that hey, this thing that we're spending a lot of time and effort on across so many different departments, that people seem to actually value it. And, so, that's a long way around of saying that in my previous job I would have loved to have had that similar insight into what we were doing and why, and we weren't always able to do that sort of thing just because everyone's got limitations on resources. So, hopefully, that answers your question.

EDA Vice President Olsen replied it does, thank you very much, and again, you know, as I look back at making phone calls, you know, using that sort of methodology, we've done the community conversation surveys, and tried to kind of catch people where they are, and we had chalkboards all over town and did a bunch of different things. You know, I was excited when we talked about Polco because, precisely as you said, they have a benchmark, and they work with so many other communities; I thought it would give us a more valid snapshot of how do we look vs. similar communities across the country, and I think we achieved that objective. But methodology is everything when it comes to surveys, it's the manner in which you ask the question, how do you interpret the data, and of course you spent a lot of time before the survey even went out kind of dissecting what do we want to ask, what do we not want to ask, and how do we want to try to gather this information. So, I was hopeful that from your seat you felt comfortable with it and it sounds like you did, and that means the data can be utilized moving forward as we get into the budget conversations and things to kind of guide our decision making process, which is really the point. So, thank you again for the presentation and thanks for your feedback.

EDA Member Latack said I just have one question, when was the survey performed?

Phil replied March 20th to May 1st, 2025, that's a great question. EDA Member Latack said thank you, I appreciate that.

EDA President Bailey said it's funny, too, because this is just me personally on two things: One is I think we also learned whatever's happening at the time of the survey will possibly dictate some of the items that you're asking for in the survey. So, when you kind of look at the economy kind of thing, I guess you could probably say because there was concern about tariffs and rising prices and all that. So, I just wanted to throw that in there as what I thought was interesting. And then though statistically Cottage Grove has been higher on survey response rates, I'm still not personally happy with the lack of total survey responses, you know what I mean? That's just me again. I know statistically they're saying we're higher than the national average, but I'm just like, gees, we just can't get enough people to give us feedback, you know what I mean? So, those are just the two things. I mean, the information that was provided was very good. I have not had a chance to see the comments yet, I know you're putting that together, though I've been told on a few of them of what some of the items are, but I will be interested to kind of see what people are saying in a general, open-ended question comment with regards to communication, what do you want to see in Cottage Grove, you know, restaurants and things like that.

EDA President Bailey asked if there were any other questions, but none were asked. He said awesome, thank you.

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- G. Housing and Redevelopment Authority Preliminary 2026 Levy Adoption
Staff Recommendation: 1) Approve Resolution 2024-10, authorizing a preliminary levy to be set on taxable property of the City of Cottage Grove, Washington County, Minnesota, for fiscal year 2025, a special benefit tax levy not to exceed \$142,500 per the Proposed 2025 Budget on file with the City. 2) Call for a Public Hearing to consider adoption of the final levy to be held by the EDA at their regular meeting on December 2, 2025, at 6:00 p.m.

EDA President Bailey said Administrator Levitt will be speaking on this item.

Administrator Levitt said well, I have to say, EDA, I wear a lot of hats in the City, but I have never worn the Finance Director hat before, so I am going to put the Finance Director's hat on for this presentation, so that's my intro to say go easy on me. If you want to talk about streets, plowing, development, I'm all there; on the finance, just throw me the softballs this morning is all I ask.

So, to start with, we are looking at the EDA Levy once again for this year, we obviously adopted our first levy last year. The way our EDA is set up and structured does permit for a levy for EDA activities and HRA activities. If you think about that as economic development, redevelopment, housing, and affordable housing, a good example of that redevelopment element related to affordable housing is Trellis; so, we talked about that deeply affordable subsidizing, and we've been talking to Real Estate Equities, once again bringing affordable apartment units into our community, so that's looking at your HRA activities. So, on the EDA, that's when we look at the TIF development for properties that may be blighted or properties that have environmental challenges that we can bring to the table there.

In this year's active EDA Levy for 2025, we had a levy of \$137,500; to remind you, our statutory maximum was \$1.2 million. What we are proposing for the EDA Levy in 2026, which we will take to Council in July, would be for \$182,500. So, that is not in your purview, but that would be the City Council taking action, that's where we're looking at that recommendation.

When we look at the EDA, what you would be taking action on today is the HRA Levy portion. Now remember, that calculation of how we get to that \$1.22 million is based on a percentage of our market value, which is limited by that .0185%, and that's for payable taxes in 2026. We will be holding a Public Hearing on the levy, it's an evening meeting by State Statute, on December 2, 2025, at 6:00 p.m., so mark your calendars as we do need a quorum for that.

What we are proposing today is to just increase the levy from that \$137,500 to \$142,500, so just over a 3.5% increase for the levy, trying to track with that Financial Management Plan that we had put together a couple years ago to continue to grow that base.

Now one of the interesting things is you heard in the Polco study, a few interesting points: One is when you look at what people desire in the community, for economic development it was like 89% and where they believe our quality is, it's at 54%. So, you saw one of the largest gaps in the survey what our residents are desiring are more economic development activity, so just a reminder that the EDA Levy plays a critical role in that. One of the other elements in the survey that we didn't highlight today was related to affordable housing. I think we were below the market nationally of what people want and need in affordable housing. So, our residents have said affordable housing is important to us. So when you look at your HRA Levy, you now have the statistical data to show how important affordable housing is and then as the body of work that you do as the EDA, how important economic development is for our residents, you know they're noting there is a need and a desire for us to achieve more on that.

So, with that, I will stand for any questions, and the Recommendation and Motions are on the screen.

EDA President Bailey said okay, thank you, Jennifer. Are there any questions on the process here or the levy as it relates to HRA? There were no questions.

Recommendation, by Motion:

- 1) Approve Resolution 2024-10, authorizing a preliminary levy to be set on taxable property of the City of Cottage Grove, Washington County, Minnesota, for fiscal year 2025, a special benefit tax levy not to exceed \$142,500 per the Proposed 2025 Budget on file with the City.**
- 2) Call for a Public Hearing to consider adoption of the final levy to be held by the EDA at their regular meeting on December 2, 2025, at 6:00 p.m.**

EDA Vice President Olsen made a motion to Approve Resolution 2024-10, authorizing a preliminary levy to be set on taxable property of the City of Cottage Grove, Washington County, Minnesota, for fiscal year 2025, a special benefit tax levy not to exceed \$142,500 per the Proposed 2025 Budget on file with the City. The motion was seconded by EDA Member Jean-Baptiste. Motion passed 5-to-1 (Nay vote by EDA Member Tschida).

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EDA Member Scott made a motion to call for a Public Hearing to consider adoption of the final levy to be held by the EDA at their regular meeting on December 2, 2025, at 6:00 p.m. The motion was seconded by EDA Vice President Olsen. Motion passed unanimously 6-to-0.

Administrator Levitt said EDA President Bailey and Members of the EDA, I'm my first time wearing the Finance Director's hat and I have a slight glitch. The Resolution that was on the screen does not match the Resolution that was in the packet for the Levy. Could I just ask you to acknowledge the Resolution that is in the packet for the EDA Resolution, it's 2025-001, just for absolute clarity related to the fiscal year 2026?

EDA President Bailey said I was wondering about that, I saw that on there, I almost stopped this, so I was wondering because it says 2025 vs. 2026. Okay, so do you want us to?

Administrator Levitt asked so could you just remake that motion, matching the Resolution in the packet? EDA President Bailey replied yes. Administrator Levitt said my apologies.

EDA Vice President Olsen asked so could you put it back up on the screen, please? EDA President Bailey said and then we'll just update it. Administrator Levitt said so, it is Resolution 2025-001 and fiscal year 2026 and the \$142,500.

Motion by EDA Vice President Olsen to Approve Resolution 2025-001, authorizing a Preliminary levy to be set on taxable property of the City of Cottage Grove, Washington County, Minnesota, for fiscal year 2026, a special benefit tax levy not to exceed \$142,500 per the Proposed 2026 Budget on file with the City. The motion was seconded by EDA Member Jean-Baptiste. Motion passed 5-to-1 (Nay vote by EDA Member Tschida).

6. PUBLIC HEARINGS - None.

7. OTHER BUSINESS

EDA President Bailey said the ICSC Meeting this year in Las Vegas was very well attended. We had literally every half hour meetings set up with all these different end users, hoteliers, business investors, and so on. I did take away some very good information. As I was mentioning earlier, within a week of getting back from the convention, we actually had an investor in town looking at the hotel situation, and that's just the one, we've had more that have reached out to us since then. And then of the interesting things and I'll just say it and then EDA Vice President Olsen can elaborate if he wants: That is we met with a couple of different investors and developers, and one particular investor and developer literally shared with us and I'm not exaggerating when I say this number, he said he had over 100 retailers, restaurants, whatever, that want to be in Cottage Grove, they just need a home. And it kind of blew me away and then he started going down the list, some of them we're aware of, some of them are going to be new to the Twin Cities that are coming in that have been visiting Cottage Grove, and they're like find me a place. So, one of the big challenges once again that we're having is either our ability to bring these businesses into town; it either has to be through redevelopment opportunities within certain corridors in our community, or the Shoppes at Cottage View I know is what I'd mentioned as an option. We did meet that person that has the option out there, and I was not happy with basically what we heard from him; so, at this point, I've been speaking with the current family members that own the actual property there to talk about what's the future hold for that site. Because as you all know, at some point here we are going to be having some development on the other side of the highway, alongside Highway 61 where the old Majestic Ballroom site is, and my comment has been if that opens up at some point down the road, we could see that fill up fairly quickly and then the Shoppes at Cottage View will kind of wither on the vine, so to speak, if they don't get going on their project, especially with what we're hearing from the developer and such out there. So, the great new is people know who we are, we've said that before, but even people and businesses that we had no idea were interested in coming to our community, are literally planning to come to our community, it's just they need land and they need a place to locate. So, the good news is we're hearing that, the great news is our staff's working as diligently as we can to figure out how do we get these people into town. Some of it is the things that we just did today, which is the EDA purchasing some property to kind of spur some opportunities in certain areas of our community, but I don't know if you want to add anything else to what I just shared.

EDA Vice President Olsen said yeah, it was a very productive trip to ICSC this year, and I would argue that probably 10-to-15% more attendees than last year with respect to the brokers and the various businesses, etc. They keep expanding that Las Vegas Convention Center, and no matter how big they make it, it seems to be full, so we definitely got our steps in. In terms of the Shoppes at Cottage View site, I would echo EDA President Bailey's sentiment when we met with the individual who is currently enjoying the option on that site, and we asked the specific question, well, hey, are you marketing the site here at ICSC? The response was, well, no, I don't really have any drawings or anything like that. And, so, as we met with the other brokers and developers with whom we had appointments, they all seemed incredibly excited to potentially take down that site if and when the property owner decides to make a change. And, so, we'll continue to work that angle because as EDA President Bailey mentioned, there are numerous entities, end users, who want to be here in Cottage Grove, some of whom actually are currently doing business in other states, in other parts

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of the country, but they haven't quite dipped their toe in the water yet in Minnesota and they'd like to. So, there's a lot of work to be done there, we had a very nice debrief meeting with the staff after the ICSC Convention, and I know that Jaime and Jennifer, etc. took tons of notes and I know that there's a whole lot of follow up going on. This is the place where you plant seeds and then you try to watch them grow, and we've got a number of businesses in town that have resulted from our excursions to ICSC over the last several years that we're proud of. I think having control of the Ross site is going to definitely help us when it comes to being able to make something happen there, sooner vs. later. So, all in all, I thought it was a really, really beneficial trip. We were tired, it was a lot of running around, but it was a good kind of tired, you felt like you accomplished something.

EDA President Bailey said oh, yeah, definitely.

EDA Vice President Olsen said anyway, I'm glad we did it, and am excited to hear that there's already been some attention paid to the community by some of the folks we talked to out there, and I would expect we're going to have more good news to share here before the year closes out.

EDA President Bailey replied I agree, I agree.

8. WORKSHOP - None.

9. PRESENTATIONS - None.

10. ADJOURNMENT

EDA President Bailey said the next EDA Meeting will be on July 8.

EDA Vice President Olsen made a motion to adjourn. Motion was seconded by EDA Member Scott. Motion passed unanimously (6-to-0 vote). The meeting was adjourned at 9:01 a.m.

Respectfully submitted,

Jaime Mann

Assistant to the City Administrator

JM/jag



City Council Action Request

7.F.

Meeting Date	9/3/2025		
Department	Community Development		
Agenda Category	Action Item		
Title	Planning Commission Meeting Minutes (2025-07-28)		
Staff Recommendation	Accept and place on file the minutes from the July 28, 2025, Planning Commission Meeting.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>Planning Commission Minutes 2025-07-28</td></tr></table>	1.	Planning Commission Minutes 2025-07-28
1.	Planning Commission Minutes 2025-07-28		



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

July 28, 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-Excused; John Stechmann-Here; Terrence Woodman-Excused.

Members Absent: Eric Knable, Terrence Woodman

Staff Present: Emily Schmitz, Community Development Director; Samantha Pierret, Senior Planner; Kelly Becker, Associate Planner; Crystal Raleigh, Assistant City Engineer; Justin Olsen, City Council Liaison.

3. APPROVAL OF AGENDA

Bhat made a motion to approve the agenda. Stechmann seconded. The motion was approved unanimously (5-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. Grove Tobacco - Case CUP2025-019

Royalty & Sons, Inc., DBA Grove Tobacco, has applied for a Conditional Use Permit (CUP) to sell low potency hemp edibles at their existing business located at 8599 West Point Douglas Road South, Suite 200.

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

Frazier asked if there were any questions for staff.

Fisher said I have one. I know that there were some, I mean we're still trying to figure out all this cannabis stuff, right? But there was something about proximity to schools and things, and the bus garage is like right next door. Does that have any bearing on this at all? Pierret replied that's a very good question. So, the low-potency edibles do not need to meet those setbacks from schools, parks, treatment centers, all of that kind of stuff. Just kind of diving in even further here, the bus garage would not be considered a school structure by definition that a full-potency cannabis business would need to meet the distance requirements for, but that is not what the applicant is here for tonight, it's just that low potency.

There were no further questions, so Frazier thanked Pierret.

Frazier asked at this time if the applicant is present and would like to add anything additional.

My name is Mike Tadal and I'm a resident at 6419 Edgemont Circle North in Brooklyn Park; my business address is 8599 West Point Douglas Road, Suite 200, in Cottage Grove. I just wanted to explain a little bit more about the low potency, it doesn't seem like there was anybody on your member board that had any questions, but the low potency is not. Let me just explain about myself, I am a student at St. Paul College. That is, I'm in the process of getting certification for cannabis retail, and so they have classes that help us understand how to, what is in our product and how it affects people and how to best explain the effect to people. The product itself is probably controlled a lot more than a lot of other product that is available out there in the stores that is not regulated currently by the State, like for example, kratom or things like that that still need to be regulated. But, again, what I wanted to just share with you is that I'm not just somebody who has just decided hey, you know, I'm going to sell this product and make money off of it and then I don't care about the community. That's completely opposite, I really, truly believe that this product can help a lot of people that are taking medications; for example, I know from a recent study that the highest increase in consumption of low-potency hemp was in the senior population of Minnesota, 67% increase just last year, since its been passed. So, just basically just an intro about myself and that I really know what I'm doing with this product, and I'm not going to be reckless with it. So, that's about it, and if there's anybody that has questions for me, I'll be more than happy to explain a little further. I don't want to go on a rant here and nonstop, but yeah. So, does anybody have any questions?

Bhat said so my question is regarding, what's the difference here, what you refer to as hemp, is that cannabis in pure form, or its just an exception of? Mike replied great question. So, cannabis is the marijuana plant, and hemp is the plant itself, but there's levels of potency; so, for example, in alcohol, you know how they sell 3.2 beer at a gas station, and you get the regular beer at a liquor store. So, this low-potency hemp is that type of marijuana, a plant that you would find that's equivalent to the 3.2 beer that you would find at a gas station. Again, hemp is marijuana, but its not the, there are three types, the stuff you can buy from someone off the street; at the same time, to your question, there are different levels, not just levels, but like there are different types of hemp. So, there's the THC, the CBD is a form of hemp, but it's a very different plant and a different seed, a strain of seeds that is grown in the ground to give that potency. The average potency of a street marijuana plant is between 23% to 35%, so that's the THC that is contained in the flower, and with hemp, it could be 2%.

Stechmann said I was just curious, the lower-potency hemp, is that sometimes referred to as Delta-8 or Delta-9 or something along those lines? Mike replied great question, yes, it is referred to as Delta-8, sometimes referred to as Delta-9, and it also could be a combination of the two. So, it could be CBD plus the Delta-9 or Delta-8; I don't know if you remember, there was a Delta-7 back then. There are certain grams of that hemp that the State allows the maximum to be in a product. So, right now, you can't get any product that has more than 10 mg. of THC or hemp or Delta-8 or 9, and yeah, there's a Delta-8 plus so and so, so there's many acronyms to it. It can get a little confusing here, but you're right. Stechmann said thank you. Mike replied yeah, no problem.

There were no further questions, so Frazier said all right, thank you. Mike replied great, thank you very much.

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

Frazier asked if there was any further discussion by the commission and there was none.

Fisher made a motion to approve the Conditional Use Permit subject to the conditions stipulated in the staff report. Stechmann seconded. The motion was approved unanimously (5-to-0 vote).

B. 61 Marine & Sports - Cases SP/CUP2025-018

61 Marine & Sports has applied for a Site Plan review for a 50-foot by 8-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.

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

Frazier asked if there were any questions for staff; none were asked. Frazier thanked Pierret.

Frazier asked at this time if the applicant would like to approach and add anything additional; Frazier said he's waving from the back that he's okay.

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

Frazier asked if there was any discussion by commission.

Brittain said we have a letter that was given to us from Theresa Williams. Could you comment on the concern that they have about the lighting, how it exists, and how this may affect it or not? Pierret replied sure, of course. The letter was in reference to the residential houses that are across Highway 61 from the property. It seems that some lighting that is not downward directed, that is kind of flooding the parking lot, has been installed over the years. It is the City's Code that all lighting in the commercial districts not exceed a one-foot candle at properties adjoining commercial and industrial, and a half-foot candle adjoining residential; however, taking into consideration we do understand Highway 61, a four-lane road, is in between these two. However, all lights should be downward directed, and that is included in a condition in your packet that all lighting be installed to City standards, and we would require the applicant to do that with the existing lighting on the property at this time. Brittain said okay, thank you.

Frazier stated I did not see the front of that email that indicated it was an email, and so that will be part of the record for this application as well. And, Sam, the only other thing I was going to ask then about that is so there's a condition, I see Condition 15 that was added about outdoor lighting shall be directed downward as part of City Ordinance; going forward, has that been just incumbent on Code Enforcement then to make sure that City Code is being followed with respect to this issue? Pierret replied that would be correct. There also is the opportunity for us to require a Lighting Plan or a Photometric Plan where the applicant would show us that that half-foot candle is being met at property lines. So, there are other things that we can also look into as well. Frazier said okay, thank you.

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

Frazier said I guess I'll just add I've been on the Planning Commission now since 2018 and so I've seen 61 Marine & Sports come through several times, as we saw in the application. I'm glad they're a business in the community that's still growing and doing more business, and so, I'm glad to see them work out with the City this application.

Brittain made a motion to approve the Site Plan Review and Conditional Use Permit subject to conditions stipulated in the staff report. Fisher seconded. The motion was approved unanimously (5-to-0 vote).

C. Almar Village Parking - Case V2025-017

Curt Hoffman, on behalf of Almar Village, LLC, has applied for a variance to allow expansion of the existing parking lot at 7155 Jorgensen Lane South to be within two feet of the east property line and to increase the impervious surface coverage of the parcel beyond the 70 percent impervious surface allowed in the B-1, Limited Business District.

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 thanked Pierret, asked if there were any questions for staff.

Brittain said the parking spaces that are in the southeast corner of the property, which is not part of the 2.4 acres, if that parcel were to develop at some point in time, I know its kind of small, how would that impact if whatever business were to go on that parcel required the entire site have more parking spaces? What would happen? Pierret replied that's a very good question. So,

we're discussing this box in the red, down in the southeast corner. Should a business or something come in there that requires more parking spaces than is currently provided on their individual piece, as you can see there is less fewer parking spaces than our required on the site today. So, what we do is we look at their use and we look at things like peak hours of business. For example, the two restaurants on site are going to need these parking spaces roughly at the same time of the day vs. a hair salon or nail salon that is in there if that were to go on this vacant parcel, they need the parking spaces at a different time of the day. We are able to kind of look at peak hours and things like that, but technically, each tenant space needs to have parking to satisfy their particular use. So, without knowing what somebody would come in and ask for, it's hard to say, it's very much a situation-based request. Brittain replied so, if there was a high parking need, then it probably couldn't go in there, but it wouldn't prevent some type of use from going in there if it had a balance between the hours and that use. Pierret replied yes. Brittain said okay, thank you.

Frazier said if we can go back to that photo, so this is a rendering then of what it would look like, or what the approval was back when it was first approved. So, the green circle is kind of these are the parking spots that they want to add, and I know you said it was two feet from the property line is where these spots end, which Pierret confirmed. Frazier said and then there is the Right-of-Way, and within the Right-of-Way there is a walking trail that does bend towards the parking lot. Do we know how close the parking spots are going to be to the walking trail at its closest spot? Pierret replied Mr. Chair, very good question. I did not measure that, however the two feet plus, I would only be guessing if I had to say the trail is maybe four-or-five feet off of that property line there, so at least five feet, but that would only be a guess. Frazier said okay, thank you, and I appreciate it. I don't like to play stump the planner, but just a concern of mine that it does bend towards the parking lot right where those spots are going to go; and it doesn't sound like we're going to get any screening or any fencing or anything, which makes sense because it would not fit the rest of the character of the area, but just a concern of mine that that's going to be pretty close to that walking trail.

Fisher said I was trying to find in here, I read that there's like a shared parking agreement amongst all of the businesses there. Is that going to change anything about that agreement? Because I know that there are other places that I won't name, but one near me where I know that there are like kind of fights between the establishments with parking, right, and if anyone's on the Facebook page, they know all about the drama. I'm just wondering with two restaurants there and you think about peak time and you think about all of that, is the City going to require some sort of agreement amongst all of them to play nice or how does that work? Because I could see that becoming an issue. Pierret replied that's a very good question, and I am not on the Facebook page. So, like I kind of mentioned, this owner owns the two restaurants or will own the two restaurants, which are the major parking gatherers if you will of the property, with the gas station being the second one; however, it's kind of, as we all know, more a transient come and go, and then the retail space, which is, as I mentioned before, the peak hours are going to be different. In my conversations with the owner, unfortunately he couldn't make it tonight, they all work well together with this shared parking agreement, they all understand that you can park on any of these parcels. You'll be able to park in his new spaces and go to the gas station if you really wanted to walk that far, and there's been no issues with them as of yet with the current owners, I'll say. Fisher said okay.

Bhat said regarding the vacant parcel, it seems to have some parking areas in it, so why is it called vacant then? Pierret replied good question. I considered it vacant since there's not a commercial use or structure on the site; right now, its solely being used for parking and mostly people who are visiting the Carbone's restaurant, I would say, are parking in that space. So, right now, there's not a structure or a commercial use taking place on the property, it's solely at-grade parking. Bhat asked so if there is going to be a structure coming up there, can it occupy any of those parking areas? Pierret replied so, they would be able to count those few parking spaces towards their use; however, then we would be taking away those parking spaces from the Carbone's, this restaurant use, and it kind of leads back to Commissioner Brittain's question where we're talking about what type of use would go here; and without just spitballing various ideas, we would need to be looking at what are the peak hours of operation for such a use, how much parking are they needed based on the use, based on our ordinance. It's very hard to kind of imagine what could ever possibly go there, and as mentioned, it is a fairly small parcel as well. Bhat said I guess my question was can in that vacant parcel, can they build anything on the existing parking area so that those will be no longer parking spaces, something else will come up on them? So, then you're short of parking areas. Pierret replied okay, so that would kind of be like they'd be taking away the parking from not only themselves, but also from the other uses on the site. So, technically, if they met all of the setbacks, all of our City ordinance requirements, you could construct a building that meets setbacks and everything like that on that vacant parcel; however, again, it's just hard to envision something that isn't in front of us right now as a proposal. Yes, somebody could construct a building over those parking stalls, and those would then be removed from the site. Bhat said thank you.

Frazier said I have a question about stormwater maintenance. So, maybe our City Engineering Department and since Commissioner Stephens isn't here, I will talk about the stormwater. I know Sam pointed out that the retaining basin that's on the other side of Jorgensen Lane was set up to accommodate 6.3 acres, and this is going to get us to 6.3 acres. I'm assuming that is like a, is that based on like the 100-year estimates that would keep the 6.3-acre amount of water that would be diverted from the site, or? Pierret replied yeah, that's a great question. The stormwater design for this site is based on several different storms based on our Surface Water Management Plan. So, yes, the 100-year storm is evaluated in those conditions, and that additional impervious acreage that would be included from these parking stalls was accounted for in that 100-year calculation for the current stormwater pond that's on the site. Frazier said okay. So, even though we are getting up to the 6.3-acre limit, that's not a concern because it is built to handle a very unlikely scenario with respect to that area. Pierret replied yeah, Mr. Chair, that is correct. We're getting up to what it was designed to accommodate in the first place. Frazier said okay, thank you.

Fisher said and I don't know if you guys, because the applicant isn't here, so you may not be able to answer, but would there ever be a time when instead of considering expanding the parking lot, the capacity of the restaurant that's coming in would be less? Because, I mean, that might be, and like I said, you may not be able to answer it because he's not here. Pierret replied good question. So, the capacity of the restaurant of course is how we calculate the needed parking spaces. It was brought up to the applicant that the restaurant could reduce the number of seats to hit or get much closer to that required parking number without adding these parking spaces; however, as most of us from a business standpoint, reducing the number of seats it was a very large number of seats they would've needed to reduce by, almost half, just to get to the required parking number on site where they wouldn't need to add these. Fisher said sure, it makes sense. It's just the part of the variance thing, the economic part of it, is I guess what I'm hung up on; like, you know, when we grant a variance, economics are not supposed to be factored in, right? When you have a restaurant coming in and you have to have X amount of capacity in order for it to be economically viable, you just have to consider that. Pierret replied yeah, so, I'll just kind of piggyback; restaurants are a permitted use, and so, had this met all the parking standards and everything, staff would have said go forth and open your restaurant and everything. We are just really trying, because we know as staff and as commissioners, parking in this lot is quite challenging; and, so, now seemed like the time to with this 2016 variance to let's get that added because we're going to be having another restaurant on the site. Fisher asked is there any plan, because there's a residential area immediately to the west of there, are there No Parking signs on that street already, or are there going to be measures taken to not hinder the residents either? Because I would assume that this parking lot would overflow at some point. Pierret replied I don't think that there are any No Parking signs on Jorgensen. Fisher replied I'm just thinking about where is the overflow going to go? It's going to go on those residential streets that are. Council Member Justin Olsen said I can answer that question for you. There is nothing posted on Jorgensen that says No Parking. There actually are overflow parkers who use that now, and one of the concerns under consideration is the space that that would leave for emergency vehicles should they need to access that area. If you think about a bar and a restaurant, sometimes that's something that you have to think about. But there's no posting on it now; it's certainly something that could be recommended. Fisher replied right, I was just going to say maybe that's something that can be considered if it becomes a problem, if things get jammed up there. I don't know how the City would go about keeping an eye on that or whatever, but it's just a thought.

Bhat said I have a quick question. So, where is the Mexican restaurant going to come; is it in the big building or the one in front of the Holiday station? Pierret replied yes, it is in the big building. It's going to take up two tenant spaces right on the north side of the building here, so they will have the outdoor patio area accessible for them as well out there. Bhat replied okay, thank you.

Stechmann asked so, when exiting onto 70th Street from Jorgensen there, before, at some point in time, there was a porkchop that prevented people from turning left to head westbound on 70th Street, right? Council Member Olsen replied that's correct. Stechmann said okay, and that is since removed, so now that restriction has kind of been removed and so people can turn either left or right onto 70th Street, that's probably true? Council Member Olsen replied yes, the County took that out. Stechmann said so, with the increased number of parking spaces and the increased demand for this space with the new restaurant coming in, are there going to be concerns about increased traffic spilling out onto 70th Street, especially with respect to the property that abuts it to the north? Pierret replied yes, I will allow Crystal Raleigh, the Assistant City Engineer, to come up; I know she was preparing for these questions. Raleigh said yeah, this is a situation that will continue to be monitored by the County as additional developments go in and change the way that this is used. Currently, their guidance regarding this intersection has been, and we'll get to it with the Cedarhurst discussion, but to align this access from Jorgensen to the north with the Cedarhurst driveway; that makes that intersection safer for a variety of reasons by aligning that. Those left-turning movements can operate much more freely. We also have the benefit of having a left-turn lane into both of these properties, so that stacking isn't on the main thoroughway. The County does have the ability to limit this access if it does become problematic in the future, so they could limit it to that right in, right out in the future. Stechmann said thank you.

Frazier said Sam, I do have just one more question for you, and I have not been to this parking lot in a while, so I don't remember. I think, correct me if I'm wrong, but I think the entire lot is kind of surrounded by curb. So, my question is, if that is the case, are these new spots going to have curb to prevent them from going onto the grass and the Right-of-Way, where Keats is? Or is it just going to be pavement right up to, like basically at level with the grass? Pierret replied very good question. So, they would need to be installing the curb and everything like that per the City standards for parking lots and everything. Frazier said okay, all right, thank you.

Frazier asked and you said the applicant is not here tonight? Pierret replied correct.

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

Frazier asked if there was any further discussion by commission.

Frazier said I guess I have to highlight it, I have some real concerns with the parking abutting the walking trail and just how close its going to be. I think as Council Member Olsen indicated, you know, bars and restaurants are sometimes places that emergency vehicles need to get to; bars and restaurants are also places that serve alcohol and people then drive away from, and when they do that, they're not always the most careful drivers. And, so, I think getting that close to the public Right-of-Way, especially where there is a device designed for people to be walking on, I think is a concern that I have about extending this parking into that area. So, that is my personal concern about it. Does anyone else wish to discuss?

Fisher said I actually was going to say that. I'm wondering if there's any sort of, instead of just a curb, if this does go through, like is there some sort of something, I don't know, like outside Target there's the big red balls, right? Like, is there something that can be put along that side of the parking lot to maybe help protect from cars going too far, or? Pierret replied sure, something like bollards or something like that. Fisher said I don't know what they're called, something, a stake or something that would stop a vehicle that's going where it's not supposed to be, maybe that could be something added to it. I don't know. Pierret replied that is, the commission's purview could be to add that as a possible condition for the overall safety. Brittain said in regards to that, I can see there being some issues with something along those lines, even though there might be value added in it, and I would think that we'd want to evaluate whether moving the trail would be a better solution for that than putting in a guard rail, so to speak, whether it's bollards or not. Maybe have staff evaluate what the best option for safety is there vs. forcing them into something with the particular application. Fisher replied you can't put that trail closer to Keats, though. Brittain said well, it is closer to Keats on 50% of it, this is significantly farther in than the rest of it. So, it's just a thought. Frazier said yeah, I mean, I understand the commercial realities of the parking and needing it; if you're now going to have two restaurants in there in what is already a busy parking lot, obviously, you need to have places for people to park legally because then I think the issue on Jorgensen gets worse if you don't. Because people are just going to not go there, they're just going to find other places to put their car that are probably not as great a place to put it. So, I think if it does go through and the commission votes to recommend City Council approve it, I would ask if staff and the applicant to work together on what is a workable way to make sure that pedestrians and people who are on the walking trail are protected. Because I agree that putting bollards, obviously that's the one that they stop cars because they're either metal or they're concrete, but in this area, I think they would look odd. You know, I don't know how effective they would be, but I think there should be some kind of consideration that the applicant should put forward in making sure that this is not going to become a nuisance or a problem.

Brittain said I agree, and another option may be some of the standardized fencing that we have around patios and things along those lines. While it wouldn't forcibly stop a vehicle from moving forward, but it would be an additional optical recognition from anybody getting in their car that there's something in front of them and maybe subconsciously have them think about that. But just to consider the different options that are available for making it as safe as possible.

Brittain made a motion to approve based on the findings of fact and subject to the conditions stipulated in the staff report with the additional request that staff review the trail placement and safety of that parking area and what can be done, if anything, to make it as safe as possible as it moves forward and then present that to the City Council to get their consideration on that as well. Stechmann seconded. The motion was approved unanimously (5-to-0 vote).

D. Cedarhurst - Cases ZA/HCUP/SP2025-020

Bellagala has applied for a Zoning Amendment to rezone the property at 6940 Keats Avenue from AG-2, Agricultural, to M-U, Mixed Use District; a Historical Conditional Use Permit to operate an event center in the M-U, Mixed Use District; a Site Plan Review; a Zoning Amendment to rezone the property at 9912 70th Street from AG-2 to R-3, Single

Family Residential; and a Historical Conditional Use Permit for associated business uses in conjunction with the event center.

Schmitz summarized the staff report and recommended approval subject to the conditions stipulated in the staff report. She stated the applicant with Bellagala, J.J., is also here and he is going to share some more details of the improvements, as I had promised, to understand better that restoration effort to the mansion. Brittain asked Emily, can we do questions to you before we, sorry, J.J., and Schmitz replied yeah.

Brittain said question one, Caretaker Cottage and Gardener's House, are those the same thing? Schmitz replied technically, yes. Brittain said so if you could maybe be consistent because it got a little confusing in there, it almost sounded like the Gardener's House somebody just owned it and they were going to stay living there; but then this Caretaker thing was going to potentially be utilized for some sort of function, even though it wasn't owned. So, there was a little bit of confusion there in regards to that. So, that's a separate property that has the Gardener's House on it, has some potential use for it, and is not owned by this entity that is buying the Cedarhurst part of it? Schmitz replied the current landowner owns both parcels, and the applicant is proposing to purchase both parcels. Brittain replied okay, I didn't get that from the staff report, so that is a good clarification. Brittain asked with respect to the drainage, is that a little pond that's to the right, a little holding area to the right of the impervious parking lot? So, that's for water storage there as well, okay. Brittain said so I was going to ask about ghost platting that other property, but if you're going to own it all and there isn't somebody that's living there that's going to do something else with it, then I don't have a concern with that. So, that satisfies my questions at this time. Thank you.

Frazier asked if there were any other questions for staff.

Bhat said so why are these two parcels zoned differently, like in the Comprehensive Plan, and is there, I mean, can we amend it and then call both of them as Mixed Use? I'm having that confusion. Schmitz replied long term, it was always envisioned that this would remain as a single-family home likely due to its historic nature, it would give us the ability to preserve it as the home and preserve the home itself. However, yes, we could reevaluate long term, as we think about our 2050 Comprehensive Plan, to align both of those parcels with the same guidance of Mixed Use.

Fisher said so about the Cottage House only being used as like a staff, it sounds like a lunchroom kind of thing, but is there going to be a capacity assigned to that building because its now going to become a commercial use capacity, what about like Fire Code things? Are they going to be able to rent that out for let's say somebody wants to have a meeting? Like, what are, because that house is changing from a dwelling, basically, into a commercial business use, are any of those things being considered? Schmitz replied so that would be specific to the Building Code. So, from a Zoning perspective, we recognize that it is still a single-family home, but we allow for this commercial use as they apply for permits to do the improvements and what that use looks like and how they evaluate it from the State Building Code side. They will align with those standards. Fisher said okay.

Brittain said so, in regards to that, if the Gardener's Cottage is still zoned as low residential, how does that fit into a business use? Schmitz replied so zoning is one standard, right, for how it can be utilized? But when you look at the Building Code, and I am no building official, but I can tell you they do look at how it is being utilized and there are standards that align, even though it is technically a single-family home if its being used for a different type of use it does need to meet those standards. Brittain asked and at some point, would they have the ability to, not that they would want to do this, but just so that we're prepared, to subdivide that under its current zoning classification as low residential into more than one structure? Schmitz replied that is possible, they could submit for that application. Brittain asked with the extension of the water and sewer from the cul-de-sac to the west, I'm assuming that would preclude building on that area? Schmitz replied it likely would impact how those lots may lay out. Brittain said okay, all right, thank you.

Bhat said so the stormwater pond that is proposed, that is for the additional impervious land coming from the parking lot and just the parking lot alone, or does it account for all the impervious land there? Schmitz replied I am going to turn it over to Assistant City Engineer Crystal Raleigh to give just a little bit more of a detailed general overview of how the stormwater is laid out and evaluated on the site. Bhat said thank you. Raleigh replied so, the stormwater that is proposed on the site, which is just to the east of that new proposed impervious parking, that stormwater is to take care of any additional impervious that's being added to the site. So, that would include the parking lot, the additional area on the driveway that's being added, as well as the roof for the 4,000 square-foot addition. So, that stormwater pond would be to accommodate all of the stormwater from the additional impervious for the whole site. Bhat said thank you.

Fisher said I don't know how to ask my question, I'm trying to figure out how to word it. So, with the Cottage House, now Ken's got me thinking about developing it in the future. So, it's going from AG-2 to R-3; is there an different R we can put it under to kind of keep it? I don't know, I'm still trying to learn the new. Schmitz replied sure. So, it is a unique scenario in that we are proposing to rezone to R-3, which is single-family residential. We want to make sure that aligns with the Comprehensive Plan. Now, hypothetically, a new property owner says I would like to sell it, it would be a single-family residence, right, someone could live there; is there the potential for redevelopment? Certainly. The Historical Conditional Use Permit (HCUP) is what gives us the ability to say hey, we want to use it in conjunction with this other historic use, which lays over top of it, right? It does run with the land, so that opportunity is there, but we did want to be specific in our conditions that the commercial use was just that, limited within the Gardener's Cottage. Fisher said got you, okay, thank you.

Brittain said all right, I'm going to ask another question there because it's burned a thought. So, the driveway or the Gardener's Cottage is now coming off of the new drive line. If, for some unforeseen reason, that parcel was sold off and developed as something, would that require an access point on 70th Street, or would they still continue to use that shared new driveway access with the commercial use? Schmitz replied likely if that parcel were to potentially I'm going to say redevelop, it would take its access from 69th Street, the cul-de-sac to the west. Brittain said all right, thank you. Brittain said all right, I'm going to ask another one. So, access from 70th Street, I have some concern with; well, let me just ask you this. Coming east on 70th Street, we currently have a dedicated right into Almar, correct, and a through to go to the roundabout, and then going west, we currently have a dedicated left into Almar and a through, so two lanes going both directions. What's going to happen with people going east on 70th Street since we don't have a dedicated left coming from that direction coming into the property and because you no longer have a through. If traffic stops, in order to enter this property and there's a backup on 70th, you know waiting for people coming through the roundabout, then that's going to mean that traffic would potentially back up on 70th, correct? Schmitz replied so, there's currently, if folks are headed east on 70th and they're going to take a left into the site, there is currently a turn lane. Brittain said so there is currently a dedicated left and right going east? Schmitz replied correct. Brittain said okay, good, that's one of the things that I wanted to clarify, so that's great. Now, going the other way, going west, is there going to potentially be a need for a right-hand dedicated turn? Because we have a dedicated left into Almar and a through, and my concern is if there might be a need for a dedicated right-hand turn lane into the property and the storm holding area that we currently have there could potentially preclude if that were necessary to move the trail over to add a dedicated right-hand turn lane. So, I guess I would phrase it this way: If we feel that there's a safety concern from a traffic perspective that would require a right-hand turn lane, does that automatically trigger the north entrance point being invoked as an in and out from the Military cul-de-sac? Or is there a way to do this in such that if we don't feel we need a right-hand turn lane right now, which I'm concerned about, because people whipping around that roundabout might not see people stopped or slowing down in order to turn right into this property. So, I have a concern about that, so I see two solutions: One is a dedicated right-hand turn lane, and is there a way that we can make it feasible to add that if we don't feel that its added now but enable us to do it later? Keeping in mind that storm portion on the south part of the parking lot, the stormwater pond, if you put something there, there might be a problem with moving the trail so that you can put in the turn lane. Or if we see that there's a problem automatically, we're going to have to put a new road in from the north? Schmitz replied two things: First, 70th is a County Roadway, and it will be up to the County to identify when this particular intersection needs to be limited to that right in, right out, on both the north and the south side. Second, folks heading into the site, taking a right, they're not limited by anything as they're pulling into that site, right, so that's a free flow of traffic into the Cedarhurst site. No, there is not a dedicated right-turn lane as folks are headed west, turning into the site; however, there is nothing that stops them so likely that backup wouldn't be an issue on 70th Street. Brittain replied I'm not necessarily worried about a backup, I'm worried about you're traveling at say 35 MPH by the time you're at that point, and then you're slowing down to 0 to make the turn; there's that transition point of I was flowing at one speed through the roundabout and it's like oh, now I've got to turn right. It's the guy behind him that you're not stopped, but you also may not be paying attention because you're not, and so, I just have a concern with the proximity distance from the entrance to the roundabout; and I understand it's the County's decision, but we can squeak enough that if we feel that it's important that they would at least evaluate it. I guess what I'm trying to do here is what I see is a potential solution being prevented by the current location of the southern portion of that holding pond, maybe, I don't know, the City Engineer would be able to say better, but my concern is that we might need something there. If the simple solution is it's just going to trigger a road through the woods up to the Military thing, then okay, you know that would be the way to go, but it would be nice to preserve the option of not forcing it to have to happen right now. If we felt it was necessary to add one later, that you could add one later without putting infrastructure in place that would prevent that from moving. So, that would be my thought on that particular part of it, and granted, I would expect it to be fully evaluated by staff because you guys do a great job about that, but this may not have been considered up to this point in time. Schmitz replied I would also add if at such time a right-turn lane in were to be warranted, I imagine likely at that point it would be warranted to shift the driveway to the full access to be on Keats Avenue, and so that right-turn lane wouldn't be necessary. But we will follow the guidance of the County absolutely. Brittain said okay, thank you.

Stechmann said just to follow up, do I understand correctly that the County has kind of like the exclusive jurisdiction to decide whether or not this has become a safety hazard on 70th Street? Because I thought that I read somewhere in the packet that it could be either the County Engineer or the City Engineer that could initiate whatever is necessary, a traffic study or reporting of the number of crashes, or other types of evidence to establish that there needs to be some measures taken to improve the safety. I drove this today and it was during my lunch hour, so it wasn't a big deal for me to go around the roundabout and come back, heading westbound on 70th Street. I didn't encounter that and of course it wasn't open so nobody was turning right into the property. But I can foresee on a Saturday at 6:00 p.m., you know, people coming through there, and like Commissioner Brittain said, you know that people are accelerating from this roundabout, heading westbound; then suddenly they encounter brake lights in front of them, and they have to then like decelerate, perhaps after they've had a few while at some other establishment. So, that's my concern, I guess is the County the exclusive arbiter of whether or not there needs to be either a dedicated right-turn lane or if there needs to be the northern access to Military? Raleigh replied the City and the County will continue to work together on the safety of this intersection into its future. We're frequently communicating with them and we communicate our concerns on County corridors often, and they are taken seriously. We will continue to work with them. I think Emily was correct in saying that the second option really is that Military access if we get into a situation where a right-turn lane would be needed, I do think we'd be going up to Military rather than constructing that right-turn lane, but this will continue to be worked on with the County. One thing I also wanted to mention is that the internal site itself has a significant amount of stacking in the driveway, so it's not like they're turning right and then they're waiting for somebody to back out of a parking stall before they can get into the parking lot. There's a significant amount of stacking within the driveway, before they're turning down into the parking lot as well. So, we don't anticipate traffic sitting out there on 70th Street, but there are some unknowns here with this type of use and exactly how many people we're going to have coming in here. We know we don't anticipate that it's going to cause stacking out on 70th, but that's the reason why we'll continue to plan for that access at Military, if needed. Stechmann said I did notice in maybe one of the other figures that was included in the packet, not this one, that the entrance to the proposed parking lot was awfully close to the driveway entrance on 70th Street, but it appears now in this drawing that the entrance into the parking lot is further north. Is that the additional buffer zone or distance that would allow this stacking to occur on site instead of on 70th Street? Raleigh replied I don't really understand your question, can you state that again? Stechmann said when I was looking through the packet, I saw that a motorist that would drive from 70th Street and enter to the property, using the driveway, I thought on one of the diagrams it showed that in order to go from the driveway into the parking lot was on what would be the south side of the parking lot instead of the north side of the parking lot. So, is it in fact the case that the entrance to the parking lot will be on the north side of the parking lot and not the south, thereby to prevent the stacking from occurring on 70th Street? Raleigh replied you're correct, the entrance has moved to the north side of that parking lot, and we've required that alignment with the driveway to the Gardener's Cottage. It was I guess a later change in the Site Plan when the County guided us to align the driveway with Jorgensen. With that in mind, we needed to move the driveway to the Gardener's Cottage, and the best design then is to have those two coming together at the same point, on the north side of the parking lot. Stechmann said great, thank you.

Frazier said all right, I think that's it for questions for staff. If the applicant would like to approach and add anything additional.

Good Evening, my name's J.J. Maleitzke, 6940 Keats Avenue South, Cottage Grove, Minnesota, 55016, hopefully. Emily, great job, a tough crowd to follow here, but she kind of took a lot of my thunder here. I'm just going to tell you a little bit about who we are to just kind of show you the behind the screen here, behind the curtain: 28 years in business, not me, I've just been with the company for three years, Tim George started this business as a DJ company almost three decades ago, and we're up to six venues, this could be number seven. As you stated, we're in 12 other cities, actually outside of here, so lucky number 13, technically here. We've got an old historic mansion, VanDusen Mansion, in downtown Minneapolis, A'BULAE, Le' Venere, also a historic building in downtown St. Paul. We've also got over 200 acres in Chaska with three locations out there, Edward Anne Estate, Equestria West, and Woodland Glasshaus. The part of the business that is actually in the other markets, as well as here, where we do all the wedding services, wedding, photo, video, DJ, etc., is called Bellagala. Our goal is to host world-class events; we consider ourselves one of the premier wedding venues in the State of Minnesota and hoping to expand that a bit here, too. You kind of hit all the highlights of what the mansion is all about, built in the 1860s, expanded once in 1917, multiple remodels since then. It is on the Historic Registry, so its kind of unique; this is basically the spiel that I gave a few weeks back to the neighborhood to try to educate them about us. I'll try to go a little more high level since you guys are knowledgeable on it, but the biggest notable historic things are not only ABA significance, but also the people who stayed there: Cordenio Severance, Cass Gilbert, and the mansion hosted on occasions U.S. Presidents, Teddy Roosevelt, William H. Taft, Warren Harding, Calvin Coolidge, and so on. Our plan is simply to mirror what we did at the Van Dusen Mansion:

- 1) Respect the history of Cedarhurst. We want to keep as much green space as possible, do as little disruption as we can; obviously, adding a 4,000 square-foot building, the Atrium, is not a small disruption, but knowing that, we're trying to limit it as much as possible, focusing on important pieces like the Rose Garden, focusing on that Cass Gilbert building as soon as we can, kind of in a Phase 2, and trying to get the grounds, the yard, the inside spaces as original as possible.
- 2) Again, rehabilitate wherever we can and whatever we can.
- 3) Create a luxury wedding experience with a rich history and with modern amenities, ADA compliance, proper restrooms, new elevators, all those things.
- 4) Bellagala gives our couples an all-inclusive wedding experience. Marketing would kill me, but it's kind of a one-stop shop, if you want; you have the ability to get all those services, the location, the food, the beverage, everything on site.
- 5) Be a steward of our community and be a great neighbor, not just our neighborhood, the people that live right around us, but Cottage Grove, the cities that we obviously have business in.

You'll notice a lot has happened in the last five years since they have not done business. These are just a few lowlights of what the place looks like, but our plan is to again keep as much as we can: Windows, siding, all of these things, but obviously bringing it back to life. If this thing sits for too many more years, I'm afraid its going to turn to rubble, and so our goal is to reverse that. Inside, as much of the flooring as we can keep, as much of the original lighting that's 100 and some odd years old, we want to keep. We want to rewire, we want to bring back and bring back to life. The basement is scary, probably haunted, but we're going to definitely go in there, I'm not going to, he's going to go in there, and do everything that we can from new wiring, new plumbing, HVAC, everything, bring it up to Code again to keep the life of this building going.

The Build

- 1) This is pretty darn high level, but we're hoping for approval here and the next couple of hoops we've got to jump through, too. The plan is to potentially start in mid-to-late August, if possible.
- 2) The goal would be to get a lot of the outdoor heavy work done in 2025, then in winter, spring, and then mid-summer next year to kind of help it grow and help it settle.
- 3) In the wintertime, a lot of the indoor remodeling.
- 4) Spring, 2026: Plantings, all the finishes, all the fine details that those couples really, really fall in love with.
- 5) Our goal is opening August, 2026. This is at or around probably an 11-month project that it would take to actually get this thing to the finish line; he says 12, but I bet you we can get them at 11, so, it's on the record now.
- 6) Grand opening would be a few weeks after the first event, we said that in the neighborhood, we would love the City, we'd love everybody to come join and be part of it. As we said, we want to be stewards of the community and let you guys come and enjoy something on us, too.

J.J. said Emily had kind of shown the vibe, the picture, the view of this. Part of what we're attempting to do here is you'll notice the shed-style addition; our goal, especially from the recommendations of the historic channels, is we don't want to match this, we don't want to make it look like Cedarhurst Mansion, we want to make it look a little bit different and obviously, that is what we have chosen to do here. What you'll also notice kind of in that top-right picture, notice the floor-to-ceiling windows, basically. In that little area that you see those little mini people walking around, that is the Rose Garden. Our goal is to make that Rose Garden really the centerpiece of this entire thing. It is one of the most beautiful things about this history, and our goal is to kind of bring that outdoor space inside as well. What you'll notice, too, is our neighborhoods are kind of going west and north, for the most part; this area is where the majority of the activity is actually going to take place, which really acts as a physical barrier when it comes to sound, when it comes to light, noise pollution, and stuff like that. So, that was by no mistake, that was by design, to again make sure our neighbors love us not only today but years from now as well.

Again, this is just kind of a high-level overview of what this is going to look like, and Emily had already gone through some of this, but you will notice like our goal on the inside of this building is to do whatever we can to maintain. Obviously, we're going to have to rehabilitate a lot, but whatever we can do to sand down floors, whatever we can do to keep existing original wallpaper, lighting, etc. we're going to do. Some of that stuff is a little TBD, we've had a lot of construction. PMI has brought in tons of contractors to make sure that they can give it the best assessment, and from the current approach, it feels like we're going to be able to save a lot of it, which is awesome, same thing for the upstairs and the addition.

Traffic Management and Parking

Something that's always important is traffic, parking, and how do we manage it, obviously, a controlled entry and exit. Our goal from a business standpoint, from location to the parking lot, the ideal is going to be off of 70th, it just makes the most sense. It's going to allow for that grand entrance when people go into the parking lot, walk through the really nice pathway to get them to

either the mansion, the Rose Garden, or the Atrium. We do understand that who knows what's to come in the future, and that's why we're working with Emily and the City to determine a Plan B, hopefully Plan Z, but way down there if we do have to make something happen, we want to make it happen. What we're also pros at is we've got three locations on 200 acres in Chaska, all of which come in the same single-road driveway. We've got what we call air traffic controllers out there that are actually getting people in and out, we escort them, we do this thing for being a high end, for lack of a better term, exclusive wedding experience, and our clients come to expect that. So, on the face it shows as high-end luxury, but at the same time, too, it's also protecting the little things; I don't want people sitting and waiting in parking lots, not knowing where they're going, backing up traffic on the main road. So, the cosmetic beauty up front is cool, high-end luxury, the reality on the back end is we're doing it because we've got flow, we've got function, we've got things that we need to do from an operations standpoint, too. Obviously, designated areas for staffing, vendor parking, client parking, which you would see all the way in the bottom right; so, we would have over here in our, it's not necessarily overflow, the 24 spots is 1A and then 1B is the spot I'm highlighting right here. You know, if you ever go to Home Depot or whatever, everybody parks in the back; that's kind of the same thing that we would do, so the people that are coming in for the event would obviously filter into the front area. We do also from a parking standpoint build relationships, we're not there yet, we wait obviously until everything is done, but local hotels, local shuttles, local limousines, etc. to identify opportunities for people to do more than the average three person per car typical usage. Also, internally, when we see extremely high guest counts, more towards the max of our capacity, there are times that we'll actually implement inhouse valet parking, which would allow us to in those 23 spots, you can usually get close to three times, actually, if you're kind of parking them like sardines, if you will, but we'd have licensed, insured valet parkers bring that in, which would alleviate that parking issue. I don't have the updated one, because I sent this before, you were so kind to adjust that, but Emily had shown the updated parking is actually going to be here, not here. This is the Code Red, though, 911 parking stuff that we don't plan to use; we would only use it in a situation that we had to make it happen.

Managing Sound and Light

How do we manage sound and light? These are two of those pollutions, too, that obviously I think really impact the neighbors. The building itself, as I showed, is a massive blocking agent, I guess, for both sound and light. Emily had also mentioned that any amplified sound from us wouldn't be after 10:00 p.m.; that would include the Rose Garden, that would be included on any of our porches or patios. The majority of our ceremonies are typically like that 4:00 to 5:30, give or take, so usually any of those things that she had stated were 150+ feet away from any of the other properties, would usually be done by dinnertime. So, then they would move back into the mansion and spend the majority of their time in that Rose Garden area. Again, the parking lot is a little bit more, its closer to the 70th area, and what she had shown and with the amount of trees that we're bringing in, this is also one of those two-part things. Clients love it, but it's also really, really functional. Our goal is, you know, we are still going to be taking out a decent amount of stuff, expanding the driveway, obviously adding a 4,000 square-foot establishment, we want to make it beautiful. We also know from a functional standpoint that these are great sound barriers when we're putting up trees, we're putting up bushes, removing actually some of the dirt; if there are any other areas where we want to actually make any of those type of sound barriers, you know, little four-foot slopes on the exterior, especially to the north and potentially to the west, blocking those homes, we've actually considered that as well.

Again, just another little high view overview; Emily did a great job about talking about trees and all that fun stuff, and if you really want to get crazy granular, these are actually a great deal of the things that we plan to add in. And then just a little overview, you know we've been working with the same designer for the last 15 years, his goal at Oxford is to really embody I think the history of what Cedarhurst is all about. So, our goal is to bring in as much old-fashioned furniture, utilizing a lot of the stuff that still is there because a lot of it is actually decent and in good shape.

This is just a sketch of the Bridal Suite or one of our getting ready suites, and the Groom Suite, the other getting ready suite, is going to be a little bit more interactive; you know, a pool table, the bathtub that President Roosevelt actually apparently bathed in. We have no photos to prove this, but we're going to have that actually in the Groom's Suite as kind of a photo opp thing; it won't be functioning, but more of a piece of art. Even the elevators, the inserts of the elevators, our plan is to find a really cool wall to kind of place those on; they will not be functioning, but we want to pay homage to a lot of these things that maybe aren't going to work anymore but can still tell that story. The bar, this is probably the biggest addition or change inside the mansion itself. The current bar just isn't going to work functionally, that flow isn't going to be possible. There used to be actually a hole behind the bar, historically, that was filled in, in one of those 1917 to whenever expansions or renovations. So, we're actually just going to reopen that wall, having the same entrance to where it used to be before, and then close to where the kitchen is, that's where that bar is going to be. So, from a functionality standpoint, it's going to make a lot more sense, but also from a flow standpoint, just the safety of congestion and stuff it's also going to make a lot more sense. What this will allow people to do is head out to the Atrium, head back into the mansion, and so on, creating a great flow and obviously a good experience for our

clients. We're keeping all those fireplaces that were built 100+ years ago, as you can see one in the sketch on the left there. The Atrium, kind of our ballroom if you will. You know, we do want to bring just a tiny bit of that history in here, you'll see some of the lattice, etc. We're actually toying with bringing an actual fountain in there, not a plumbed one, so we're not going to have to go there, but something that can be decorated, something that people can put floral and things like that on, and finding something that is from that period of the late 1800s, early 1900s, to really back the history of that location. The Cedarhurst Mansion, we want to keep the name; we did update, just a touch, the logo, but that's about it. Questions? And thank you for your consideration. Frazier replied absolutely.

Frazier asked if there were any questions.

Bhat said so, I do see that in some of these pictures or diagrams you had the driveway not aligned with the Jorgensen street, and in some, you have it aligned with the Jorgensen street, so which one is it going to be? J.J. replied aligned. So, we had about nine emergency meetings I feel like in the last ten days, and I had gotten this, prior to Thursday over to these ladies for you guys to be prepared, and on Thursday, Tim, one of our architects, was able to provide the updated version to Emily so that could be added. So, it would be aligned, and we actually hadn't had County confirmation prior to me submitting this as well. So, she's right, I'm wrong. Bhat said thank you; J.J. replied you're welcome, thank you.

Fisher said I don't have a question, but I just think it's really cool to see this thing renovated. I'm a big house geek, and I just cannot wait to see this done, I think it's going to be awesome. J.J. replied very cool, I'll take that, very nice. Commissioner Bhat, do you want to second that? Stechmann said I will.

Stechmann said I'm very happy that this property is coming into a greater use, and it's a beautiful property and I'm happy to see this. And, you now, that's all I have to say. J.J. replied thank you, Commissioner Stechmann.

Frazier said all right, thank you very much. J.J. replied I appreciate you, thank you.

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

Frazier asked if there was any further discussion by commission.

Fisher said I do have one question. It was mentioned that there was a community meeting, and it said mostly unobjectionable. I'm wondering why it doesn't say 100% unobjectionable. What were the concerns, if any, that were brought up by the people surrounding the property? J.J. replied so, full transparency, you know, there was one couple that was in there that was kind of busting me up a little bit and asking every single question; it was a lot like what Emily had to go through up here a few minutes ago. At the end of it, they were one of the first groups there and they stayed the entire time, and they were on board. Every single person, multiple people were talking, which you said, and it's like we witnessed, we saw what this place was going to become; it was a shopping center, it was a strip mall, it was apartment complexes, it was our neighboring on the west were nervous about, the entire staff aren't going to come here through the cul-de-sac, correct? And, so, they saw what this place could be and what this place still might be, and they were so happy with this. I think they were appreciative, so to me, from my aspect, I felt like 100% of the people; 90% were happy when they got there, 100% were happy when they left. And, so, I don't want to say even for that last 10%, it was the lesser of two evils, maybe, but they liked what we talked about, they investigated what our brand was about, who we were, they read our reviews, and they said, you know, if I have to have a neighbor that's going to do something here, I'd like it to be you. Fisher said okay, thank you. I would agree, I mean, the lack of public comment right now, too, says that it sounds like the meeting was well attended and lots of questions were answered. J.J. replied my estimate was closer to 40 people, by the way, just throwing it out there. Thank you.

Frazier said I guess I'll add in my two cents. I'm thankful that someone is willing to take on what sounds like a very big job, and it's going to be closer to 12 months, I agree, to do this work because I think this is a very important piece of the City's history that we want to make sure we can keep; and the best way to do that is by having somebody come in and be able to use it for a commercial venture and make money off it, because that means they'll take care of it. So, I'm excited to see how it turns out. I think this is a very good proposal to have in the community, and it sounds like the applicant is willing to keep the historical aspect of this property intact so that we can remember what it was like, but also use it going on in the future.

Brittain said I'll say that from a planning perspective, I think you guys are dotting all the I's and crossing the T's, and you know, that's what goes into a recommendation, yea or nay. From a personal perspective, I've seen what's been proposed here in the

past, and I've seen what's been implemented here in the past, and I haven't seen anybody take it to the level that you're proposing to take it. And it's exciting to see what you're proposing, it's something, it's never our purview to consider whether or not you're going to be successful, that's just not our job; our job is just to focus on the zoning, but from what I've seen in the past, there's never been enough investment in what was trying to be done in order to make it successful and therefore it was never sustainable. So, I am excited to see the Atrium, the Rose Garden, and all the things that you're adding; that, in my opinion, from seeing all these other things, give it a very high chance of success vs. what we've seen happen in the past.

Fisher made a motion to approve the Zoning Amendment for both parcels, the HCUP for both parcels, as well as the Site Plan Review subject to the conditions stipulated in the staff report. Stechmann seconded. The motion was approved unanimously (5-to-0 vote).

7. APPROVAL OF MINUTES

A. Approval of the June 23, 2025 Planning Commission Meeting Minutes

Staff Recommendation: Approve the June 23, 2025 Planning Commission Meeting Minutes.

Bhat made a motion to Approve the June 23, 2025 Planning Commission Meeting Minutes. Brittain seconded. Motion passed unanimously (5-to-0 vote).

8. REPORTS

A. RECAP OF JULY 16, 2025 CITY COUNCIL MEETING

Schmitz summarized the actions taken at the July 16, 2025 City Council Meeting.

Council Member Olsen said the only thing I would add is we are neck-deep now in budget, so you know, we're meeting every week at this point. We'll meet again this coming Wednesday, last week was Public Safety and Emily's department and General Government and some other things, and this week will be Public Works and Equipment, and then we'll revisit some of the things that we talked about last week. And then the week after that, we have a regular Council Meeting, but we have a before Council Meeting Workshop and an after Council Meeting Workshop; the after Council Meeting Workshop is for the Capital Improvement Plan (CIP), which is where we put in big projects, you know, park buildings and road projects and those kind of things. We have a five-year CIP that we work on, and of course, that's a moving five-year plan, but we reevaluate it every year so that we can slot in what we need to do, when we need to do it, based upon when we can afford it; then we have to circulate that amongst our partners, particularly the County, as you mentioned earlier, to make sure that they're CIP and ours merge. So, it's a heavy lift, but it's sort of the most important thing we do, so we're in the midst of that right now and hopefully we'll have a budget for the next two years put to bed here by the end of August.

With respect to your question, Commissioner Stechmann, about is the County the sole arbiter on County Roads, the answer to that question is yes. We have the ability to make noise or squeak, I think as Commissioner Brittain said, and we're pretty good at it, and we're lucky that we have a County Commissioner who works very closely with us and is responsive to our requests and our needs and things like that; that isn't always the case, sometimes you have that and sometimes you don't. The County staff is very good and their County Engineer, Wayne Sandberg, is exceptional. To give you a perfect example of your question in real life, there was a porkchop that was on that road that was removed, and it was removed at the behest of the City in partnership with the County, and we had a County Commissioner who didn't really work with us too closely on that, but the County staff, Engineer Wayne Sandberg, worked closely with us on that. The caveat when that was taken out is that if anything were to change in terms of the demographic of that intersection and/or traffic patterns, to your point, Commissioner Brittain, we may relook at that. So, I would not be surprised if there is some additional dialogue if the Cedarhurst project continues to progress with regard to that access point and some of the details that you mentioned here tonight, and you did a great job with that, thank you. Those are lots of questions that we as a City Council will also ask, and so, since they've been asked and answered already, we'll just simply follow up on those. So, thank you for that. But yes, the County is in charge, it's their road.

The last thing I wanted to mention is if you haven't already heard, this was a year where we did a Community Survey; we do these every three-to-five years, and we did a different type of survey this year. We went with a national survey organization, Polco, and the reason we chose to do that is Polco does community surveys across the country. And, so, we were able to

benchmark Cottage Grove's responses to responses from across the country, different demographics, different states, different cities, different climates, etc. So, I'll just give you a few highlights:

- 79% of the residents in the City of Cottage Grove rank their quality of life as excellent or good; that was great to see, that's 8 in 10.
- 86% gave a very positive rating to our path and trail system, people being able to walk and use the pathways and the trails.
- This one will be good for you, Commissioner Fisher, a variety of housing options was 63% positive and availability of affordable housing options was 89% positive. Now, keep in mind, you and I think of affordable housing differently perhaps than a standard person would because there are definitions to that, but still, that's a pretty impressive response, I think.
- Overall government, are you ready, 56%, I'll take it, gave us a positive response, although 68% said they were happy with their level of taxes, good or excellent, so that was good.
- Public Safety got an unbelievably positive rating, which doesn't surprise me because we spend a lot of time, energy, effort, and investment on Public Safety in this community, 86% positive, which I was gratified to see; if you don't have Public Safety, you don't have a community, it's just the way it is.
- We also had 86% rate the community as a good place to raise a family.

So, some really nice highlights there; there's more information on the survey on the City's website. There was also a lot of information that was shared on the City's social media, Facebook page, etc. If you go to the City's website, you can download the PDF of the entire survey, and the survey was done in two separate ways: So, it was targeted to certain residents, we did direct mailings and things like that, and then there was an open survey where anybody who lived in the community could respond. And, so, they blended those together, which is something that Polco does that I've never seen done before, and the representative sample size was about 493 residents between the two who responded. So, according to Polco, that's a statistically relevant number, I would have liked to see more, but they're the experts, so we're going to go with that. And then they extrapolate those answers out across the entirety of the community's population by demographic. So, all in all, good news there.

Like I said before, there's not going to be a lot of sleep in the next month or so until we get through the budget, but this is the time of year we live for, it's very important, and these survey results are a direct correlation to what we put as priorities in our budget, so it was good to have this information going into the budget dialogue.

Council Member Olsen said with that, Mr. Chair, I'll turn it back to you; if there are any questions, I'm happy to answer them.

Frazier said thank you, Council Member Olsen, and I know in a year in the climate that we're in right now that the budget is going to be probably tricky than ever to try to make sure we balance levy vs. getting services to the people who are in the City. Council Member Olsen replied it's tough, yeah, we've had a lot of Federal government funds that have been committed to us over the last couple of years for different projects that we're not certain we're going to get; so, we're trying to find different ways to balance the budget while still funding those major projects that we have been planning for, like the 80th Street reconstruction and those kind of things. So, I appreciate your acknowledgement of that, it's a very difficult period for local government at the minute.

Bhat said I'm just curious, so when was this survey conducted? Council Member Olsen replied it started in March and it went through the end of May. Bhat said okay, and do they have a statistic showing which areas were picked for the survey? Council Member Olsen replied absolutely, yep, it's all available on the PDF report that's available on the City's website. And if you'd like it emailed to you, send me a note on my City email and I'll happily get it to you. Bhat said okay, thank you. Council Member Olsen said our Communications Department, Phil Jents, whom some of you have met, he's ultimately the one who was responsible for executing that.

Bhat said and one last follow-up question on the management of roads and who is the arbiter, so that's just on the County roads, and we just have City roads, and there's nothing in between? Council Member Olsen replied yeah, the City operates all of the City streets, the City roadways, the collectors, those kind of things. We have the County that also operates County roads, like County State Aid Highway 22 is 70th Street; so, that's a County road. Sometimes, believe it or not, we trade. So, a few years ago, we traded a portion of 65th Street from the County to the City for the City to operate because it wasn't really feasible for the County to continue operating it when it was being used for City traffic; but don't forget, we also have State Highway 61, so if you look at Highway 61 that intersects the City, that's a State highway. So, anything we do with that road has to be done through

MnDOT; the City does not control that, and the same is true of the bridge decks. Bhat replied okay, and the side roads in the neighborhood, they're City owned or are they neighborhood owned, the sidewalks? Council Member Olsen replied so, if you have a community in your neighborhood where you have sidewalks, and you have a Homeowners Association (HOA), your HOA may actually be responsible for your sidewalks. So, if you live in a neighborhood like mine where I don't have an HOA and there are sidewalks, then the City maintains those. Bhat said okay, thank you; Council Member Olsen replied you're welcome.

No further questions were asked, so Frazier thanked Council Member Olsen.

B. RESPONSE TO PLANNING COMMISSION INQUIRIES

Frazier said we had two inquiries that were both answered at the last meeting, so we didn't have any more to follow up on.

C. PLANNING COMMISSION REQUESTS

Frazier asked if there were any requests for staff; there were none.

9. ADJOURNMENT

Fisher made a motion to adjourn the meeting. Brittain seconded. Motion passed unanimously (5-to-0 vote). The meeting was adjourned at 9:00 p.m.



City Council Action Request

7.G.

Meeting Date 9/3/2025

Department Administration

Agenda Category Action Item

Title Grey Cloud Trail - Joint Powers Agreement

Staff Recommendation Approve the Joint Powers Agreement between the City of Cottage Grove, the City of St Paul Park, and Grey Cloud Island Township for joint responsibility of Grey Cloud Trail.

Budget Implication N/A

Attachments	1.	Memo - Levitt (Grey Cloud JPA)
	2.	Agreement - Grey Cloud Signed

To: Honorable Mayor and City Council Members
From: Jennifer Levitt, City Administrator
Date: August 29, 2025
Subject: Grey Cloud Trail – Joint Powers Agreement

Background/Discussion

The City of Cottage Grove has been in discussions with Grey Cloud Island Township (GCIT) since the fall of 2024 regarding the increased traffic on Grey Cloud Trail due to the development of the old Mississippi Dunes Golf Course. Washington County commissioned a study to determine the condition of the road by American Engineering Testing. The road was found to be able to withstand a 10-plus rating with a pavement condition index (PCI) of 94 and was rated as “good”. GCIT had concerns about the temporary construction traffic from the Mississippi Landing deteriorating the roadway condition prematurely. In response to that concern the City worked with GCIT and St. Paul Park (SPP), who jointly owns the road to provide the following commitments:

1. A third-party engineering firm would be hired to determine the condition and evaluation of work completed by the agreement.
2. In Year 1 Cottage Grove will shoulder the roadway.
3. In Year 2 Cottage Grove will crack fill the roadway and again in Year 7.
4. Cottage Grove will patch or pothole fix the road as necessary during the length of the agreement.
5. The final year of the agreement the road will be rated by the third-party engineering firm, if the roadway is rated below an 84 the roadway will need to be brought up an 84 PCI.

The obligations of SPP and GCIT as part of the agreement are as follows:

1. The road will not be load restricted for the public or construction traffic. Load restrictions will only be in place during seasonal load limits.
2. Only in emergency situations may the roadway be closed.
3. They still must maintain the ditches, culverts, trees, driveway access and coordinate with private utilities.

GCIT signed the agreement on August 18, 2025. SPP is proposed to take action on the agreement on September 2, 2025.

Recommendation

It is recommended to execute the JPA with Cottage Grove, St. Paul Park, Grey Cloud Island Township for Joint Responsibilities of Grey Cloud Trail.

**JOINT POWERS AGREEMENT AMONG
THE CITY OF COTTAGE GROVE,
THE CITY OF ST. PAUL PARK AND GREY CLOUD ISLAND TOWNSHIP
FOR JOINT RESPONSIBILITIES OF GREY CLOUD TRAIL**

This Joint Powers Agreement (the “Agreement”) is made by and among the City of Cottage Grove (“Cottage Grove”), a Minnesota municipal corporation; the City of St. Paul Park (“SPP”), a Minnesota municipal corporation; and Grey Cloud Island Township (“Grey Cloud”), a Minnesota public corporation, referred to individually as a “Party” or collectively as the “Parties.”

WHEREAS, under Minnesota Statutes, section 471.59, the Parties are empowered to engage in such agreements as are necessary to exercise their powers; and

WHEREAS, SPP, Cottage Grove and Grey Cloud are political subdivisions of the State of Minnesota with the authority to construct, improve, manage and pay for rights of way and other public improvements, as provided by law; and

WHEREAS, SPP and Grey Cloud jointly own a road that is identified as Grey Cloud Trail (the “Road”), as depicted on Exhibit A, attached hereto; and

WHEREAS, the Road has been experiencing construction traffic due to the Mississippi Landing Residential Project (the Plat of which is attached as Exhibit B) and the Mississippi Landing City Park Project (the Master Plan of which is attached as Exhibit C) (collectively the Mississippi Landing Residential Project and the Mississippi Landing City Park Project shall be referred to as the “Projects”) in the City of Cottage Grove, as well as regular local vehicle traffic; and

WHEREAS, Washington County commissioned a study to determine the condition of the Road, which was completed by American Engineering Testing and is dated September 20, 2024, entitled “Report of Geotechnical Exploration and Pavement Testing,” attached hereto as Exhibit D, which determined that the Road was found to be able to withstand at a 10-plus ton rating, ranked the Road at the best possible evaluation score for pavement conditions index (“PCI”) with a score of 94, and was rated as “Good;” and

WHEREAS, SPP and Grey Cloud are concerned that the temporary construction traffic for the Projects will deteriorate the condition of the Road more rapidly than traditional wear and tear and desire to ensure that the Road is kept in a reasonable condition for their respective residents; and

WHEREAS, the Parties agree that a 3rd party engineering consultant (“3rd Party Consultant”), jointly selected by SPP and Grey Cloud but one that is not under contract as a consultant for any Party, is prudent and necessary to evaluate and determine the condition of the Road during the Term of the Agreement; and

WHEREAS, Cottage Grove has agreed to pay for the 3rd Party Consultant as needed throughout the Term of the Agreement when it is engaged to evaluate the Road conditions as described in Sections 5. A-E; and

WHEREAS, Cottage Grove understands SPP's and Grey Cloud's concerns and desires to address the Road conditions due to the Projects with this Agreement; and

WHEREAS, the Parties desire to identify the roles, responsibilities and division of costs among the Parties regarding the Road.

NOW THEREFORE, for mutual consideration, the receipt of which the Parties hereby acknowledge, the Parties agree as follows:

1. Purpose.

The purpose of this Agreement is to set forth the terms and conditions among the Parties regarding the responsibilities for the Road.

2. Term and Termination of Agreement

A. Effective Date. The Effective Date of the Agreement is the date the Agreement is executed by the last Party to sign.

B. Term. The Term of this Agreement is from the Effective Date until i) the last home in the Mississippi Landing Residential Project receives a temporary or final certificate of occupancy and the Mississippi Landing City Park Project infrastructure is completed or ii) for a period of ten (10) years, whichever occurs last and SPP and Grey Cloud confirm in writing they are satisfied with the condition of the Road following completion of the Projects and any repairs identified as needed.

C. Termination.

i. Voluntary Termination. This Agreement may be terminated prior to the expiration of the Term by mutual written agreement of all the Parties and the Parties shall have no further obligations under this Agreement.

ii. Involuntary Termination Due to Default. This Agreement may be terminated by any Party upon a repeated, material or uncured default. The non-defaulting Party shall give notice to the defaulting Party or Parties of the default and a reasonable time to cure.

a. If the default is by SPP or Grey Cloud and there is a failure to cure, then Cottage Grove may choose to terminate this Agreement at the end of the cure period and if terminated, the defaulting Party or Parties shall be required to reimburse Cottage Grove for any and all costs incurred by Cottage Grove for performing its obligations under this Agreement from the Effective Date through the date of termination.

- b. If the default is by Cottage Grove, and there is a failure to cure, which shall be no less than 30 days, then SPP and Grey Cloud may perform such work or cause it to be performed, which costs shall be reimbursed by Cottage Grove, and in addition, SPP and Grey Cloud may choose to terminate this Agreement. Any notice to terminate pursuant to this subsection must be mutually agreed to by both SPP and Grey Cloud.

3. Right of Entry

Each Party hereby grants access to the Road and adjacent rights of way to the others and to their respective employees, agents and contractors for the purpose of fulfilling each Party's obligations under this Agreement.

4. Obligations of SPP and Grey Cloud

- A. Except in an emergency, as described below, SPP and Grey Cloud agree to allow use of the Road for the public and for construction and related traffic for the Projects. Notwithstanding the above, SPP and Grey Cloud shall be allowed to subject the Road to seasonal load limits consistent with State statute and Washington County's restrictions.
- B. In an emergency, SPP or Grey Cloud may temporary close the Road. Emergencies include events such as fire, explosion, catastrophe, accident, or other casualty or public safety events as determined by law enforcement; severe or abnormal (in intensity or duration) weather conditions or other acts of nature, including but not limited to tornado, landslide, lightning, or flood. The Road shall only be closed during the emergency and shall be reopened as soon as practicable.
- C. Except for Cottage Grove's maintenance obligations described in Section 5.A-E., SPP and Grey Cloud will each be responsible for maintaining each Party's respective rights of way that involves all ditches, culverts, trees, including tree trimming, private utilities, and private properties or driveways that abut the Road, except that repair of damage caused by traffic associated with the Projects will be the responsibility of Cottage Grove.

5. Obligations of Cottage Grove

- A. At no cost to SPP or Grey Cloud, beginning in Year 1 of the Term, Cottage Grove will shoulder the Road by adding aggregate base where aggregate base shoulders already exist. Thereafter, Cottage Grove will make similar improvements to the shoulder of the Road in necessary areas and times that are determined by the 3rd Party Consultant.
- B. At no cost to SPP or Grey Cloud, in Year 2 of the Term, Cottage Grove will crack-fill the Road and every fifth year thereafter (Year 7) during the Term.

- C. At no cost to SPP or Grey Cloud, Cottage Grove will patch, or pothole fix the Road as necessary during the Term of the Agreement for damage caused by traffic associated with the Projects, as determined by the 3rd Party Consultant.
 - D. Upon termination of the Agreement, at no cost to SPP or Grey Cloud, Cottage Grove will improve the Road to a PCI rating of 84, as determined by the 3rd Party Consultant. Cottage Grove shall not be obligated to return the Road to the condition as it was rated in the Washington County study, attached at Exhibit D.
 - E. The Parties shall monitor the Road during the Term of the Agreement. If one Party notices surface deterioration or structural distress beyond normal wear and tear that is confirmed by one of the other Parties, the 3rd Party Consultant shall be engaged to determine if the damage was caused by traffic associated with the Projects and if so, to determine if the Road must be repaired and the level of repair necessary. If so determined by the 3rd Party Consultant, Cottage Grove will make the repairs at no cost to SPP or Grey Cloud.
- 6. Public Notices.** The Parties will coordinate any public meetings, notices and public outreach that may be necessary to ensure residents are properly informed of any maintenance or improvements to the Road.

7. Authorized Representatives

- A. Cottage Grove's authorized representative is:

Jennifer Levitt, City Administrator
12800 Ravine Parkway South
Cottage Grove, MN 55016
Email: jlevitt@cottagegrovemn.gov

- B. St. Paul Park's authorized representative is:

Kevin Walsh, City Administrator
600 Portland Ave.
St. Paul Park, MN 55071
Email: kwalsh@stpaulpark.org

- C. Grey Cloud Island Township's authorized representative is:

Pam Dupre, Town Clerk
9910 Grey Cloud Island Dr. S.
P.O. Box 4
St. Paul Park, MN 55071
Email: townclerk@greycloudislandtwp-mn.us

Any notice to be given under this Agreement shall be effective if delivered by certified or registered U.S. Mail, postage prepaid or hand delivered to the Party's authorized representative or by email.

8. Assignments, Amendments, Waiver and Complete Agreement

- A. Assignment. The Parties shall not assign or transfer any rights or obligations under this Agreement without the prior written consent of the other Parties.
- B. Amendments. Any amendments to this Agreement must be in writing and will not be effective until it has been executed and approved by the Parties.
- C. Waiver. If any Party fails to enforce any provision of this Agreement, that failure does not waive the provision or that Party's right to enforce it thereafter.
- D. Complete Agreement. This Agreement contains all negotiations and agreements between the Parties regarding the subject matter hereof. No other understanding regarding this Agreement, whether in written or oral form may be used to bind the Parties.

9. Liability

The undersigned Parties agree to defend, indemnify, and hold each other harmless from and against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of any other Party's employees or agents. The Minnesota Tort Claims Act, Minnesota Statutes, Chapter 466, governs the Parties' liability. Nothing in this Agreement is intended to waive or limit the provisions of the Tort Claims Act. The total liability of all third-party claims arising out of a single occurrence shall not exceed the limit set forth for each Party. The limits of liability for the undersigned Parties may not be added together to determine the maximum amount of liability for any one Party. The intent of this paragraph is to impose on each Party a limited duty to defend and indemnify each other subject to the limits of liability under Minnesota Statutes, Chapter 466.

10. Insurance

Each Party agrees to maintain insurance in an amount consistent with Minnesota Statutes, Chapter 466. Each Party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing any services pursuant to this Agreement. Each Party waives the right to sue any other Party for any workers' compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.

11. Dispute Resolution

The Parties agree to engage in good faith to attempt to resolve any disputes that may arise during the Term of this Agreement.

12. Government Data Practices

The Parties agree to comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

13. Severability

The provisions of this Agreement shall be severable. If any part of this Agreement is rendered void, invalid or unenforceable, it shall not affect the validity and enforceability of the remainder of this Agreement.

14. Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

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CITY OF COTTAGE GROVE

Myron Bailey
Its Mayor

Tamara Anderson
Its City Clerk

Date

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 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

CITY OF ST. PAUL PARK

Keith Franke
Its Mayor

Amy Truhlar
Its City Clerk

Date

STATE OF MINNESOTA)
) ss
COUNTY OF WASHINGTON)

On this _____ day of _____, 2025, before me a Notary Public within and for said County, personally appeared Keith Franke and Amy Truhlar 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 St. Paul Park, 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 Administrator acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

PS Am

Philip Duse

08/18/2025

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 **JOSEPH MICHAEL FISCHBACH**
Notary Public - Notarial Seal
My Commission Expires
January 31, 2028



City Council Action Request

7.H.

Meeting Date	9/3/2025						
Department	Community Development						
Agenda Category	Action Item						
Title	Agreements for Professional Services – Fire Protection Systems Plan Review and Inspections						
Staff Recommendation	Approve the agreements with Fire Protection Services Inc. and Fire Loss Prevention LLC for fire protection system plan reviews and inspections.						
Budget Implication	N/A						
Attachments	<table><tr><td>1.</td><td>Fire Protection Systems Agreements for Professional Services CC Memo</td></tr><tr><td>2.</td><td>Fire Protection Systems - Agreement with Fire Protection Services Inc.</td></tr><tr><td>3.</td><td>Fire Protection Systems - Agreement with Fire Loss Prevention, LLC</td></tr></table>	1.	Fire Protection Systems Agreements for Professional Services CC Memo	2.	Fire Protection Systems - Agreement with Fire Protection Services Inc.	3.	Fire Protection Systems - Agreement with Fire Loss Prevention, LLC
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2.	Fire Protection Systems - Agreement with Fire Protection Services Inc.						
3.	Fire Protection Systems - Agreement with Fire Loss Prevention, LLC						



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

From: Andrew McLean, Chief Building Official

Date: August 26, 2025

Re: Agreements for Professional Services – Fire Protection Systems Plan
Review and Inspections

Background

The State of Minnesota Department of Construction Code and Standards requires commercial and institutional fire suppression and fire alarm plans to be reviewed and inspections conducted by a State delegate certified to complete these plan reviews and conduct these inspections. The City of Cottage Grove does not have a certified delegate to conduct plan reviews on staff; therefore, since 2014, the City has contracted with private contractors for fire suppression and fire alarm plan reviews.

Fire Protection Services Inc. conducts plan reviews for commercial, institutional, and multi-family residential fire suppression systems. Fire Loss Prevention LLC. conducts plan reviews for commercial and institutional fire alarm systems. The current professional services agreements with these two consultants have expired and require renewal.

Recommendation

Approve the agreements with Fire Protection Services Inc. and Fire Loss Prevention LLC for fire protection system plan reviews and inspections.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is made and executed this ___ day of _____, 2025, by and between the City of Cottage Grove, 12800 Ravine Parkway South, Cottage Grove, Minnesota 55016, ("City") and Fire Protection Services, Inc., 203 SW 3rd Street, P.O. Box 269, Medford, Minnesota 55049 ("Consultant").

WHEREAS, the City has accepted the proposal of the Consultant for certain professional services; and

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

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

1. SERVICES.

- a. City agrees to engage Consultant as an independent contractor for the purpose of performing certain professional Services ("Services"), as described as follows:
 - i. The City's plan review for fire protection systems.
 - ii. Prepare reports of findings based on the plan review of fire protection systems and provide reports to the City.
 - iii. When requested by the City, provide site visits or inspections of facilities or systems.
- b. Consultant covenants and agrees to provide the Services to the satisfaction of the City in a timely fashion, subject to Section 7 of this Agreement.
- c. Consultant agrees to comply with all federal, state, and local laws and ordinances applicable to the Services to be performed under this Agreement. Consultant represents and warrants that it has the requisite training, skills, and experience necessary to provide the Services and is appropriately licensed and has obtained all permits from all applicable agencies and governmental entities.

2. PAYMENT.

- a. City agrees to pay and Consultant agrees to receive and accept payment for the Services provided under this Agreement as follows:

i. Plan review fee.

1. Projects will be reviewed based on a fee in the amount of 0.01 x sprinkler contract amount.
2. Resubmitted plans will be reviewed based on a fee in the amount of \$65.00 per hour (one (1) hour minimum) billed on ¼ hour increments.

ii. On-site project inspection fee.

1. On-site project inspections will be conducted based on a fee in the amount of \$65.00 per hour billed on ¼ hour increments.
2. Mileage expense based on \$0.70 per mile. The hourly rate will be applied to driving time.

b. Any changes in the scope of the work of the Services that may result in an increase to the compensation due the Consultant shall require prior written approval by the authorized representative of the City or by the City Council. The City will not pay additional compensation for Services that do not have prior written authorization.

c. Consultant shall submit itemized bills for Services provided to City on a monthly basis. Bills submitted shall be paid in the same manner as other claims made to City.

3. TERM. The term of this Agreement shall commence on the date written in the initial paragraph of this Agreement and shall remain in effect until terminated pursuant to Section 4 herein.

4. TERMINATION.

a. Termination by Either Party. This Agreement may be terminated by either party upon thirty (30) days' written notice delivered to the other party to the addresses listed in Section 13 of this Agreement. Upon termination under this provision, if there is no default by the Consultant, Consultant shall be paid for Services rendered and reimbursable expenses incurred until the effective date of termination.

b. Termination Due to Default. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure that is acceptable to the other party.

5. SUBCONTRACTORS. Consultant shall not enter into subcontracts for any of the Services provided for in this Agreement without the express written consent of the City. Consultant shall pay any subcontractor involved in the performance of this Agreement within ten (10) days of the Consultant's receipt of payment by the City for undisputed services provided by the subcontractor.
6. STANDARD OF CARE. In performing its Services, Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the Services are provided. No warranty, express or implied, is made or intended by Consultant's undertaking herein or its performance of Services.
7. DELAY IN PERFORMANCE. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Consultant under this Agreement. If such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Consultant will be entitled to payment for its reasonable additional charges, if any, due to the delay.
8. CITY'S REPRESENTATIVE. The City has designated Andrew McLean to act as the City's representative with respect to the Services to be performed under this Agreement. He shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the Services covered by this Agreement.
9. PROJECT MANAGER AND STAFFING. The Consultant has designated Daniel Kaiser to be the primary contact for the City in the performance of the Services. He shall be assisted by other staff members as necessary to facilitate the completion of the Services in accordance with the terms established herein. Consultant may not remove or replace the designated staff without the approval of the City.
10. INDEMNIFICATION.
 - a. Consultant and City each agree to indemnify, and hold harmless each other, its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses

are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.

- b. Consultant shall indemnify City against legal liability for damages arising out of claims by Consultant's employees. City shall indemnify Consultant against legal liability for damages arising out of claims by City's employees.

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

- a. General Liability Insurance, with a limit of \$2,000,000 for any number of claims arising out of a single occurrence.
- b. Professional Liability Insurance, with a limit of \$2,000,000 for any number of claims arising out of a single occurrence.
- c. Workers' Compensation Insurance in accordance with statutory requirements.
- d. Automobile Liability Insurance, with a combined single limit of \$2,000,000.

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

12. OWNERSHIP OF DOCUMENTS. Professional documents, drawings, and specifications prepared by the Consultant as part of the Services shall become the property of the City when Consultant has been compensated for all Services rendered, provided, however, that Consultant shall have the unrestricted right to their use. Consultant shall retain its rights in its standard drawing details, specifications, databases, computer software, and other proprietary property. Rights to proprietary intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of the Consultant.

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

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

Or emailed: jlevitt@cottagegrovemn.gov

If to Consultant: Fire Protection Services
 203 SW 3rd Street
 P.O. Box 269
 Medford, MN 55049

Or emailed: fpservices@msn.com

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

15. GENERAL PROVISIONS.

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

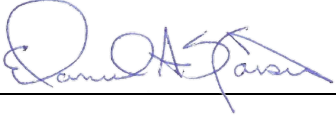
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CITY OF COTTAGE GROVE

By: _____
Myron A. Bailey, Mayor

By: _____
Tamara Anderson, City Clerk

FIRE PROTECTION SERVICES, INC. ("CONSULTANT")

Signature: _____

Name: Daniel A. Kaiser

Its: President

Date: 08/27/2025

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is made and executed this ___ day of _____, 2025, by and between the City of Cottage Grove, 12800 Ravine Parkway South, Cottage Grove, Minnesota 55016, ("City") and Fire Loss Prevention, LLC, 678 Pinewood Drive, Shoreview, Minnesota 55126 ("Consultant").

WHEREAS, the City has accepted the proposal of the Consultant for certain professional services; and

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

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

1. SERVICES.

- a. City agrees to engage Consultant as an independent contractor for the purpose of performing certain professional Services ("Services"), as described as follows:
 - i. The City's plan review for fire protection systems.
 - ii. Prepare reports of findings based on the plan review of fire protection systems and provide reports to the City.
 - iii. When requested by the City, provide site visits or inspections of facilities or systems.
- b. Consultant covenants and agrees to provide the Services to the satisfaction of the City in a timely fashion, subject to Section 7 of this Agreement.
- c. Consultant agrees to comply with all federal, state, and local laws and ordinances applicable to the Services to be performed under this Agreement. Consultant represents and warrants that it has the requisite training, skills, and experience necessary to provide the Services and is appropriately licensed and has obtained all permits from all applicable agencies and governmental entities.

2. PAYMENT.

- a. City agrees to pay and Consultant agrees to receive and accept payment for the Services provided under this Agreement as follows:
 - i. \$50.00 per hour for all Services provided by Consultant to the City under this Agreement, including any required travel time.

- ii. Mileage reimbursement of \$0.70 per mile for any required travel by Consultant for site visits or inspections.
 - b. Any changes in the scope of the work of the Services that may result in an increase to the compensation due the Consultant shall require prior written approval by the authorized representative of the City or by the City Council. The City will not pay additional compensation for Services that do not have prior written authorization.
 - c. Consultant shall submit itemized bills for Services provided to City on a monthly basis. Bills submitted shall be paid in the same manner as other claims made to City.
3. TERM. The term of this Agreement shall commence on the date written in the initial paragraph of this Agreement and shall remain in effect until terminated pursuant to Section 4 herein.
4. TERMINATION.
- a. Termination by Either Party. This Agreement may be terminated by either party upon thirty (30) days' written notice delivered to the other party to the addresses listed in Section 13 of this Agreement. Upon termination under this provision, if there is no default by the Consultant, Consultant shall be paid for Services rendered and reimbursable expenses incurred until the effective date of termination.
 - b. Termination Due to Default. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure that is acceptable to the other party.
5. SUBCONTRACTORS. Consultant shall not enter into subcontracts for any of the Services provided for in this Agreement without the express written consent of the City. Consultant shall pay any subcontractor involved in the performance of this Agreement within ten (10) days of the Consultant's receipt of payment by the City for undisputed services provided by the subcontractor.
6. STANDARD OF CARE. In performing its Services, Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the Services are provided. No warranty, express or implied, is made or intended by Consultant's undertaking herein or its performance of Services.
7. DELAY IN PERFORMANCE. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances

include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Consultant under this Agreement. If such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Consultant will be entitled to payment for its reasonable additional charges, if any, due to the delay.

8. CITY'S REPRESENTATIVE. The City has designated Andrew McLean to act as the City's representative with respect to the Services to be performed under this Agreement. He shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the Services covered by this Agreement.
9. PROJECT MANAGER AND STAFFING. The Consultant has designated Jon Nisja to be the primary contact for the City in the performance of the Services. He shall be assisted by other staff members as necessary to facilitate the completion of the Services in accordance with the terms established herein. Consultant may not remove or replace the designated staff without the approval of the City.
10. INDEMNIFICATION.
 - a. Consultant and City each agree to indemnify, and hold harmless each other, its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.
 - b. Consultant shall indemnify City against legal liability for damages arising out of claims by Consultant's employees. City shall indemnify Consultant against legal liability for damages arising out of claims by City's employees.
11. INSURANCE. During the performance of the Services under this Agreement, Consultant shall maintain the following insurance:
 - a. General Liability Insurance, with a limit of \$2,000,000 for any number of claims arising out of a single occurrence.
 - b. Professional Liability Insurance, with a limit of \$2,000,000 for any number of claims arising out of a single occurrence.

- c. Workers' Compensation Insurance in accordance with statutory requirements.
- d. Automobile Liability Insurance, with a combined single limit of \$2,000,000.

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

12. OWNERSHIP OF DOCUMENTS. Professional documents, drawings, and specifications prepared by the Consultant as part of the Services shall become the property of the City when Consultant has been compensated for all Services rendered, provided, however, that Consultant shall have the unrestricted right to their use. Consultant shall retain its rights in its standard drawing details, specifications, databases, computer software, and other proprietary property. Rights to proprietary intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of the Consultant.

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

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

Or emailed: jlevitt@cottagegrovemn.gov

If to Consultant: Fire Loss Prevention, LLC
678 Pinewood Drive
Shorewood, MN 55126
Attention: Jon Nisja

Or emailed: jonnisja@comcast.net

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

15. GENERAL PROVISIONS.

- a. Assignment. This Agreement is not assignable without the mutual written agreement of the parties.
- b. Waiver. A waiver by either City or Consultant of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

- c. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota and any action must be venued in Washington County District Court.
- d. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both parties.
- e. Severability. If any term of this Agreement is found be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
- f. Data Practices Compliance. All data collected by the City pursuant to this Agreement shall be subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.
- g. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

[The remainder of this page is intentionally left blank]

CITY OF COTTAGE GROVE

By: _____
Myron A. Bailey, Mayor

By: _____
Tamara Anderson, City Clerk

Date: _____

FIRE LOSS PREVENTION, LLC (“CONSULTANT”)

Signature: Jon Nisja

Name: Jon Nisja

Its: Owner

Date: August 28, 2025



City Council Action Request

7.I.

Meeting Date	9/3/2025				
Department	Engineering				
Agenda Category	Action Item				
Title	No Parking Zone - Granada Ave S and 70th St S				
Staff Recommendation	Adopt Resolution 2025-116 restricting parking along the northbound lane of Granada Avenue where the median is present.				
Budget Implication	N/A				
Attachments	<table><tr><td>1.</td><td>2025-09-03 CC No Parking Granada and 70th Memo</td></tr><tr><td>2.</td><td>2025-09-03 CC No Parking Granada and 70th Resolution</td></tr></table>	1.	2025-09-03 CC No Parking Granada and 70th Memo	2.	2025-09-03 CC No Parking Granada and 70th Resolution
1.	2025-09-03 CC No Parking Granada and 70th Memo				
2.	2025-09-03 CC No Parking Granada and 70th Resolution				

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

From: Genevieve Tester, EIT, Graduate Engineer

Date: August 27, 2025

Re: Granada Avenue and 70th Street – *No Parking* Zone

Background

The City of Cottage Grove has reviewed the need for a *No Parking* zone on Granada Avenue, north of 70th Street (CSAH22). Where the concrete median is present, parked vehicles hinder a driver's ability to safely travel northbound on Granada Avenue. This situation was brought to City Staff's attention through a sign request from a resident. The narrow lane width does not provide adequate space for both a through lane and on-street parking. The location is depicted in Image 1. The stretch is approximately 150 feet.



Image 1: The proposed *No Parking* zone on Granada Avenue at 70th Street.

The minimum design width for a parking lane is 8 feet and 10 feet for a through lane. Therefore, the current dimensions of this stretch of road—approximately 14 feet—do not accommodate both a legally parked car and a traffic lane.

The property on the east side of Granada Avenue at this intersection (6628 70th Street So.), has been notified of the potential change in parking allowances adjacent to their property. They are supportive of the proposal.

If approved, City Staff will install *No Parking* signage as warranted and guided by the Minnesota Manual on Uniform Traffic Control Devices “MN MUTCD” for the approximately 150-foot stretch.

Recommendation

It is recommended that the City Council adopt Resolution 2025-116 restricting parking along the northbound lane of Granada Avenue where the median is present.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2025-116

**RESOLUTION APPROVING A NO PARKING ZONE
ON GRANADA AVENUE, NORTH OF 70TH STREET
WHERE THE CONCRETE MEDIAN IS PRESENT**

WHEREAS, the City of Cottage Grove is concerned about a vehicle's ability to safely travel northbound into the Pine Summit development from 70th Street; and

WHEREAS, the City acknowledges that such parking restrictions will apply to all parked vehicles within the affected zone, regardless of the residency of the vehicle owner or operator.

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the City of Cottage Grove shall ban the parking of motor vehicles on Granada Avenue, north of 70th Street where the concrete median is present within the City of Cottage Grove.

BE IT FURTHER RESOLVED that the City of Cottage Grove supports full enforcement of the proposed parking restrictions by city law enforcement personnel.

Passed this 3rd day of September 2025.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



City Council Action Request

7.J.

Meeting Date 9/3/2025

Department Engineering

Agenda Category Action Item

Title TH61 River Oaks Restricted Crossing U-Turn (RCUT) Final Payment

Staff Recommendation Adopt Resolution 2025-126 approving the final payment in the amount of \$22,737.56 for the TH61 River Oaks RCUT Project.

Budget Implication \$22,737.56 - MNDOT Grant and MSA Funds

Attachments	1.	Transmittal Letter Final Estimate
	2.	River Oaks RCUT Final Payment Resolution
	3.	129262 Executed Final Pay Request
	4.	All IC-134s
	5.	All Lien Waivers
	6.	129262 Pender Warranty Bond



Real People. Real Solutions.

3507 High Point Dr. N
Bldg. 1 Suite E130
Oakdale, MN 55128

Ph: [651] 704-9970
Fax: [651] 704-9971
Bolton-Menk.com

August 28, 2025

Paul Sponholz, PE
City Engineer
City of Cottage Grove
12800 Ravine Parkway South
Cottage Grove, MN 55016

RE: Contractor's Pay Request No. 5 and Final
TH61 River Oaks RCUT

Dear Mr. Sponholz:

Attached is the signed copy of the Contractors Pay Request No. 5 and Final for the TH61 River Oaks RCUT Project. Also included are the IC 134 forms, Lien Waivers, and Warranty Bond as submitted by the Contractor. The Contractor for this project is Pember Companies.

REVIEW OF PROJECT HISTORY

The contractor began this project in August 2024 and the project was substantially completed on October 18, 2024. The contractor returned in spring and summer of 2025 to complete the remaining punch list work.

CONSTRUCTION COST OVERVIEW

As indicated on the final request for payment, the original contract amount was \$1,203,803.45. The final construction cost as shown is \$1,167,769.95 which is \$36,033.50 less than the contract amount. The overall project underrun was due to underruns in estimated compost usage of \$43,560.00, and addition of \$8,766.80 in dowel bar reinforcement, and other minor quantity discrepancies.

RECOMMENDATION

Pember Companies in accordance with the contract plans and specifications has satisfactorily completed the work. Therefore, it is recommended that final payment of \$22,737.56 be made and the City of Cottage Grove accept the project. After acceptance, please distribute all requests for payments as appropriate.

If you have any questions or require further information, please contact me.

Sincerely,
Bolton & Menk, Inc.

Timothy J Adler
Design Engineer

CITY OF COTTAGE GROVE
CITY COUNCIL
RESOLUTION NO. 2025-126

**RESOLUTION APPROVING THE FINAL PAYMENT IN THE
AMOUNT OF \$22,737.56 TO PEMBER COMPANIES, INC. FOR THE TH61 RIVER
OAKS RCUT PROJECT**

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

WHEREAS, the original total contract amount was \$1,203,803.45. The final construction cost was \$1,167,769.95, which is \$36,033.50 less than the contract amount. The reduced construction cost was due to underruns in estimated compost usage of \$43,560.00, and addition of \$8,766.80 in dowel bar reinforcement, and other minor quantity discrepancies; and

WHEREAS, the project has been satisfactorily completed in accordance with the contract plans and specifications.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, that \$22,737.56 is paid to Pember Companies, Inc. for the final payment for the TH61 River Oaks RCUT Project.

Passed this 3rd day of September, 2025.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

Contractor's Application for Payment

Owner:	City of Cottage Grove	Owner's Project No.:	
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	ON1.129262
Contractor:	Pember Companies, Inc.	Agency's Project No.:	S.P. No 8205-156
Project:	T.H. 61 Reduced Conflict Intersection (RCI) Project		
Contract:			
Application No.:	5 & Final	Application Date:	8/4/2025
Application Period:	From 1/21/2025	to	7/28/2025

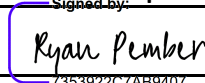
1. Original Contract Price	\$	1,203,803.45
2. Net change by Change Orders	\$	5,723.95
3. Current Contract Price (Line 1 + Line 2)	\$	1,209,527.40
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	1,167,769.95
5. Retainage		
a. ☐ X \$ 1,167,769.95 Work Completed	\$	-
b. ☐ X \$ - Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	-
6. Amount eligible to date (Line 4 - Line 5.c)	\$	1,167,769.95
7. Less previous payments	\$	1,145,032.39
8. Amount due this application	\$	22,737.56
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	-

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

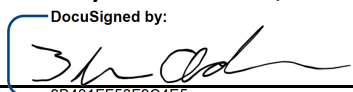
- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective; and
- (4) The provisions of M. S. 290.92 have been complied with and that all claims against me by reason of the Contract have been paid or satisfactorily secured.

Contractor: Pember Companies, Inc.

Signature:  **Date:** August 6, 2025

Name: Ryan Pember **Title:** Project Manager

Recommended by Bolton & Menk, Inc.

By:  **Name:** Tim Adler

Title: Design Engineer

Date: August 6, 2025

Approved by City of Cottage Grove

By: _____ **Name:** _____

Title: _____ **Date:** _____

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Cottage Grove	Owner's Project No.:	
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	ON1.129262
Contractor:	Pember Companies, Inc.	Agency's Project No.:	S.P. No 8205-156
Project:	T.H. 61 Reduced Conflict Intersection (RCI) Project		
Contract:			

Application No.:		5 & Final		Application Period:		From		01/21/25		to		07/28/25		Application Date:		08/04/25	
A	B			C	D	E	F		F1	F2	G	H	I	J	K	L	
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Previous Estimate		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)				
						Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)								
BASE BID																	
1	AS BUILT	1.00	LUMP SUM	4,100.00	4,100.00	1.00	4,100.00	1.00	4,100.00		4,100.00	100%	-				
2	MOBILIZATION	1.00	LUMP SUM	57,385.00	57,385.00	1.00	57,385.00	1.00	57,385.00		57,385.00	100%	-				
3	PAVEMENT MARKING REMOVAL	9,000.00	LIN FT	0.90	8,100.00	5,000.00	4,500.00	5,000.00	4,500.00		4,500.00	56%	3,600.00				
4	REMOVE ANCHORAGE ASSEMBLY - TENSION CABLE	2.00	EACH	4,370.00	8,740.00	2.00	8,740.00	2.00	8,740.00		8,740.00	100%	-				
5	REMOVE CONCRETE HEADWALL	1.00	EACH	155.00	155.00	1.00	155.00	1.00	155.00		155.00	100%	-				
6	REMOVE DELINEATOR / MARKER	1.00	EACH	26.00	26.00	1.00	26.00	1.00	26.00		26.00	100%	-				
7	REMOVE SIGN	10.00	EACH	26.00	260.00	10.00	260.00	10.00	260.00		260.00	100%	-				
8	SAWING CONCRETE PAVEMENT (FULL DEPTH)	2,396.00	LIN FT	4.50	10,782.00	2,396.00	10,782.00	2,396.00	10,782.00		10,782.00	100%	-				
9	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	383.00	LIN FT	3.25	1,244.75	383.00	1,244.75	383.00	1,244.75		1,244.75	100%	-				
10	REMOVE PIPE DRAIN	1,491.00	LIN FT	3.00	4,473.00	1,491.00	4,473.00	1,491.00	4,473.00		4,473.00	100%	-				
11	REMOVE TENSION CABLE GUARDRAIL	1,601.00	LIN FT	7.85	12,567.85	1,601.00	12,567.85	1,601.00	12,567.85		12,567.85	100%	-				
12	REMOVE CONCRETE PAVEMENT	1,817.00	SQ YD	12.35	22,439.95	1,817.00	22,439.95	1,817.00	22,439.95		22,439.95	100%	-				
13	REMOVE BITUMINOUS SHOULDER PAVEMENT	395.00	SQ YD	6.30	2,488.50	395.00	2,488.50	395.00	2,488.50		2,488.50	100%	-				
14	EXCAVATION - COMMON (P)	3,907.00	CU YD	22.40	87,516.80	3,907.00	87,516.80	3,907.00	87,516.80		87,516.80	100%	-				
15	SELECT GRANULAR EMBANKMENT (CV) (P)	1,652.00	CU YD	36.50	60,298.00	1,652.00	60,298.00	1,652.00	60,298.00		60,298.00	100%	-				
16	COMMON EMBANKMENT (CV) (P)	2,087.00	CU YD	8.10	16,904.70	2,087.00	16,904.70	2,087.00	16,904.70		16,904.70	100%	-				
17	AGGREGATE SURFACING (CV) CLASS 1 (P)	113.00	CU YD	86.65	9,791.45	113.00	9,791.45	113.00	9,791.45		9,791.45	100%	-				
18	AGGREGATE BASE (CV) CLASS 6 (P)	673.00	CU YD	61.55	41,423.15	673.00	41,423.15	673.00	41,423.15		41,423.15	100%	-				
19	DOWEL BAR	772.00	EACH	10.85	8,376.20	1,580.00	17,143.00	1,580.00	17,143.00		17,143.00	205%	(8,766.80)				
20	CONCRETE PAVEMENT 8.5"	2,818.00	SQ YD	105.80	298,144.40	2,818.00	298,144.40	2,818.00	298,144.40		298,144.40	100%	-				
21	SUPPLEMENTAL PAVEMENT REINFORCEMENT	840.00	POUND	2.65	2,226.00	1,074.00	2,846.10	1,074.00	2,846.10		2,846.10	128%	(620.10)				
22	DRILL AND GROUT DOWEL BAR (EPOXY COATED)	12.00	EACH	14.20	170.40	28.00	397.60	28.00	397.60		397.60	233%	(227.20)				
23	DRILL AND GROUT REINF BAR (EPOXY COATED)	609.00	EACH	7.70	4,689.30	670.00	5,159.00	670.00	5,159.00		5,159.00	110%	(469.70)				
24	FINE AGGREGATE BEDDING (CV)	223.00	CU YD	64.00	14,272.00	223.00	14,272.00	223.00	14,272.00		14,272.00	100%	-				
25	15" CS SAFETY APRON AND GRATE DESIGN 3128	4.00	EACH	1,610.00	6,440.00	4.00	6,440.00	4.00	6,440.00		6,440.00	100%	-				
26	12" RC SAFETY APRON	2.00	EACH	1,430.00	2,860.00	2.00	2,860.00	2.00	2,860.00		2,860.00	100%	-				
27	12" RC PIPE CULVERT DESIGN 3006 CLASS V	150.00	LIN FT	72.60	10,890.00	150.00	10,890.00	152.00	11,035.20		11,035.20	101%	(145.20)				
28	15" RC PIPE CULVERT DESIGN 3006 CLASS V	227.00	LIN FT	83.30	18,909.10	227.00	18,909.10	232.00	19,325.60		19,325.60	102%	(416.50)				
29	4" PRECAST CONCRETE HEADWALL	3.00	EACH	780.00	2,340.00	3.00	2,340.00	3.00	2,340.00		2,340.00	100%	-				
30	4" TP PIPE DRAIN	26.00	LIN FT	35.00	910.00	26.00	910.00	26.00	910.00		910.00	100%	-				
31	4" PERF PE PIPE DRAIN	1,636.00	LIN FT	20.00	32,720.00	1,636.00	32,720.00	1,636.00	32,720.00		32,720.00	100%	-				
32	6" CONCRETE WALK	139.00	SQ FT	10.10	1,403.90	135.00	1,363.50	135.00	1,363.50		1,363.50	97%	40.40				
33	DRILL AND GROUT REINF BAR (EPOXY COATED)	6.00	EACH	7.60	45.60	6.00	45.60	6.00	45.60		45.60	100%	-				
34	CONCRETE CURB RAMP WALK	120.00	SQ FT	8.90	1,068.00	115.00	1,023.50	115.00	1,023.50		1,023.50	96%	44.50				
35	TRUNCATED DOMES	22.00	SQ FT	72.90	1,603.80	17.00	1,239.30	17.00	1,239.30		1,239.30	77%	364.50				
36	LIGHTING SYSTEM	1.00	LUMP SUM	89,200.00	89,200.00	1.00	89,200.00	1.00	89,200.00		89,200.00	100%	-				
37	ANCHORAGE ASSEMBLY - TENSION CABLE	6.00	EACH	11,960.00	71,760.00	6.00	71,760.00	6.00	71,760.00		71,760.00	100%	-				
38	GUIDE POST TYPE SPECIAL	6.00	EACH	104.00	624.00	6.00	624.00	6.00	624.00		624.00	100%	-				
39	TENSION CABLE GUARDRAIL	1,428.00	LIN FT	55.15	78,754.20	1,428.00	78,754.20	1,428.00	78,754.20		78,754.20	100%	-				
40	TRAFFIC CONTROL SUPERVISOR	1.00	LUMP SUM	12,500.00	12,500.00	1.00	12,500.00	1.00	12,500.00		12,500.00	100%	-				
41	TRAFFIC CONTROL	1.00	LUMP SUM	15,540.00	15,540.00	1.00	15,540.00	1.00	15,540.00		15,540.00	100%	-				
42	PORTABLE CHANGEABLE MESSAGE SIGN	2.00	EACH	3,640.00	7,280.00	2.00	7,280.00	2.00	7,280.00		7,280.00	100%	-				
43	DELINEATOR / MARKER	2.00	EACH	260.00	520.00	2.00	520.00	2.00	520.00		520.00	100%	-				
44	DELINEATOR / MARKER PANEL	4.00	EACH	104.00	416.00	4.00	416.00	4.00	416.00		416.00	100%	-				
45	SIGN	421.00	SQ FT	64.50	27,154.50	421.00	27,154.50	421.00	27,154.50		27,154.50	100%	-				

Progress Estimate - Unit Price Work										Contractor's Application for Payment							
Owner:		City of Cottage Grove								Owner's Project No.:							
Engineer:		Bolton & Menk, Inc.								Engineer's Project No.:		ON1.129262					
Contractor:		Pember Companies, Inc.								Agency's Project No.:		S.P. No 8205-156					
Project:		T.H. 61 Reduced Conflict Intersection (RCI) Project															
Contract:																	
Application No.:		5 & Final		Application Period:		From		01/21/25		to		07/28/25		Application Date:		08/04/25	
A	B	C	D	E	F	F1	F2	G	H	I	J	K	L				
Bid Item No.	Description	Item Quantity	Contract Information			Previous Estimate		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)				
			Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)								
46	STABILIZED CONSTRUCTION EXIT	1.00	LUMP SUM	2,000.00	2,000.00	1.00	2,000.00	1.00	2,000.00		2,000.00	100%	-				
47	CULVERT END CONTROLS	3.00	EACH	230.00	690.00	3.00	690.00	3.00	690.00		690.00	100%	-				
48	SILT FENCE, TYPE MS	491.00	LIN FT	2.90	1,423.90	491.00	1,423.90	491.00	1,423.90		1,423.90	100%	-				
49	SEDIMENT CONTROL LOG TYPE WOOD FIBER	312.00	LIN FT	3.85	1,201.20	312.00	1,201.20	312.00	1,201.20		1,201.20	100%	-				
50	SUBSOILING (P)	1.40	ACRE	1,000.00	1,400.00	1.40	1,400.00	1.40	1,400.00		1,400.00	100%	-				
51	SOIL BED PREPARATION (P)	1.40	ACRE	1,000.00	1,400.00	1.40	1,400.00	1.40	1,400.00		1,400.00	100%	-				
52	COMPOST GRADE 2	1,089.00	CU YD	40.00	43,560.00	-	-	-	-		-		43,560.00				
53	FERTILIZER TYPE 3	270.00	POUND	3.00	810.00	270.00	810.00	270.00	810.00		810.00	100%	-				
54	ROLLED EROSION PREVENTION CATEGORY 20	823.00	SQ YD	2.50	2,057.50	786.00	1,965.00	786.00	1,965.00		1,965.00	96%	92.50				
55	SEEDING (P)	1.35	ACRE	3,200.00	4,320.00	1.35	4,320.00	1.35	4,320.00		4,320.00	100%	-				
56	MOWING	1.35	ACRE	300.00	405.00	-	-	-	-		-		405.00				
57	WEED SPRAYING	1.35	ACRE	350.00	472.50	-	-	-	-		-		472.50				
58	WEED SPRAY MIXTURE	0.68	GALLON	160.00	108.80	-	-	-	-		-		108.80				
59	SEED MIXTURE 25-131	297.00	POUND	13.00	3,861.00	290.00	3,770.00	290.00	3,770.00		3,770.00	98%	91.00				
60	HYDRAULIC REINFORCED FIBER MATRIX	5,267.00	POUND	1.20	6,320.40	5,200.00	6,240.00	5,200.00	6,240.00		6,240.00	99%	80.40				
61	REMOVABLE PREFORMED PAVEMENT MARKING TAPE WR	4,240.00	LIN FT	1.90	8,056.00	4,012.00	7,622.80	4,012.00	7,622.80		7,622.80	95%	433.20				
62	REMOVABLE PREFORMED PLASTIC MASK (BLACK)	640.00	LIN FT	2.60	1,664.00	600.00	1,560.00	600.00	1,560.00		1,560.00	94%	104.00				
63	MOBILE RETRORFLECTOMETER MEASUREMENTS	7,185.00	LIN FT	0.25	1,796.25	9,504.00	2,376.00	9,504.00	2,376.00		2,376.00	132%	(579.75)				
64	6" SOLID LINE MULTI-COMPONENT GROUND IN (WR)	4,994.00	LIN FT	2.05	10,237.70	5,009.00	10,268.45	5,009.00	10,268.45		10,268.45	100%	(30.75)				
65	6" SOLID LINE PREFORM TAPE GROUND IN (WR) CONTRAST	1,316.00	LIN FT	12.65	16,647.40	1,527.00	19,316.55	1,527.00	19,316.55		19,316.55	116%	(2,669.15)				
66	6" BROKEN LINE PREFORM TAPE GROUND IN (WR)	520.00	LIN FT	12.50	6,500.00	520.00	6,500.00	520.00	6,500.00		6,500.00	100%	-				
67	24" SOLID LINE PREFORM THERMO GROUND IN CONT	355.00	LIN FT	39.55	14,040.25	215.00	8,503.25	215.00	8,503.25		8,503.25	61%	5,537.00				
68	PAVEMENT MESSAGE PREFORM THERMOPLASTIC GROUND	260.00	SQ FT	46.80	12,168.00	244.00	11,419.20	244.00	11,419.20		11,419.20	94%	748.80				
69	WET RETRORFLECTOMETER MEASUREMENTS	1.00	LUMP SUM	3,150.00	3,150.00	-	-	1.00	3,150.00		3,150.00	100%	-				
BASE BID TOTAL:					\$ 1,203,803.45		\$ 1,158,334.30		\$ 1,162,046.00	\$ -	\$ 1,162,046.00	97%	\$ 41,757.45				
CHANGE ORDER																	
70	TRAFFIC CONTROL	1.00	LUMP SUM	3,073.95	3,073.95	1.00	3,073.95	1.00	3,073.95		3,073.95	100%	-				
71	DELINEATORS	1.00	LUMP SUM	2,650.00	2,650.00		-	1.00	2,650.00		2,650.00	100%	-				
CHANGE ORDER TOTAL:					\$ 5,723.95		\$ 3,073.95		\$ 5,723.95	\$ -	\$ 5,723.95	100%	\$ -				
BASE BID + CHANGE ORDER																	
PROJECT TOTAL:					\$ 1,209,527.40		\$ 1,161,408.25		\$ 1,167,769.95	\$ -	\$ 1,167,769.95	97%	\$ 41,757.45				

Certificate Of Completion

Envelope Id: 04F8F10D-A9C4-4F37-8B84-ABCEB6EF29FA

Subject: DocuSign: T.H. 61 Reduced Conflict Intersection (RCI) Project - Pay Request No. 5 & Final

Source Envelope:

Document Pages: 3

Certificate Pages: 5

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:

Courtney Maul

1960 Premier Drive

MANKATO, MN 56001

courtney.maul@bolton-menk.com

IP Address: 204.131.244.194

Record Tracking

Status: Original

8/5/2025 12:57:06 PM

Holder: Courtney Maul

courtney.maul@bolton-menk.com

Location: DocuSign

Signer Events

Ryan Pember

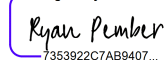
rpember@pembercompanies.com

Project Manager

Security Level: Email, Account Authentication (None)

Signature

Signed by:


7353922C7AB9407...

Signature Adoption: Pre-selected Style

Using IP Address: 173.245.129.232

Timestamp

Sent: 8/5/2025 12:58:56 PM

Viewed: 8/6/2025 6:34:47 AM

Signed: 8/6/2025 6:38:58 AM

Electronic Record and Signature Disclosure:

Accepted: 8/6/2025 6:34:47 AM

ID: 5abb628b-4248-4585-80c8-d49ab97ceee7

Tim Adler

tim.adler@bolton-menk.com

Design Engineer

Security Level: Email, Account Authentication (None)

DocuSigned by:


9B431FF53F9C4E5...

Signature Adoption: Drawn on Device

Using IP Address:

2601:444:801:be10:3153:8ac1:69b5:4a45

Signed using mobile

Sent: 8/6/2025 6:38:59 AM

Viewed: 8/6/2025 6:48:57 AM

Signed: 8/6/2025 6:49:17 AM

Electronic Record and Signature Disclosure:

Accepted: 8/6/2025 6:48:57 AM

ID: b5158d4d-123f-4ca4-9cb2-b17e9db69b0b

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

8/5/2025 12:58:56 PM

Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	8/6/2025 6:48:57 AM
Signing Complete	Security Checked	8/6/2025 6:49:17 AM
Completed	Security Checked	8/6/2025 6:49:17 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Bolton & Menk:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: docusign@bolton-menk.com

To advise Bolton & Menk of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@bolton-menk.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Bolton & Menk

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to docusign@bolton-menk.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. If any fees are incurred you will be billed for them at that time.

To withdraw your consent with Bolton & Menk

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to docusign@bolton-menk.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions will take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Bolton & Menk as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Bolton & Menk during the course of your relationship with Bolton & Menk.



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-094-519-008
Submitted Date and Time:	3-Jun-2025 9:10:42 AM
Legal Name:	PEMBER COMPANIES INC
Federal Employer ID:	39-1216720
User Who Submitted:	PemberIC134
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	104411136
Minnesota ID:	2990838
Project Owner:	CITY OF COTTAGE GROVE, MN
Project Number:	8205-156
Project Begin Date:	17-Jul-2024
Project End Date:	05-Mar-2025
Project Location:	COTTAGE GROVE, MN
Project Amount:	\$1,206,877.40

Subcontractor Summary

Name	ID	Affidavit Number
CENTURY TRAFFIC LLC	9186679	1977233408
KILLMER ELECTRIC CO INC	6718331	769798144
GORMAN SURVEYING INC	2520295	564473856
H & R CONSTRUCTION CO	4592079	1919234048
SAFTEY SIGNS	5139558	340865024

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

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Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:

Submitted Date and Time:

Legal Name:

Federal Employer ID:

User Who Submitted:

Type of Request Submitted:

0-230-317-792

21-May-2025 7:55:27 AM

CENTURY TRAFFIC LLC

93-4532870

TGriswoldCT

Contractor Affidavit

Affidavit Summary

Affidavit Number:

Minnesota ID:

Project Owner:

Project Number:

Project Begin Date:

Project End Date:

Project Location:

Project Amount:

1977233408

9186679

CITY OF COTTAGE GROVE

8205-156

02-Oct-2024

05-Oct-2024

COTTAGE GROVE

\$59,189.60

Subcontractor Summary

Name	ID	Affidavit Number
BECK & CO ENGINEERING INC	2373542	1678651392

Important Messages

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Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-873-361-120
Submitted Date and Time:	15-May-2025 1:45:59 PM
Legal Name:	H & R CONSTRUCTION CO
Federal Employer ID:	41-1440908
User Who Submitted:	gusign
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1919234048
Minnesota ID:	4592079
Project Owner:	CITY OF COTTAGE GROVE
Project Number:	24-463
Project Begin Date:	05-Aug-2024
Project End Date:	01-Oct-2024
Project Location:	TH 61 - CITY OF COTTAGE GROVE
Project Amount:	\$170,091.50

Subcontractor Summary

Name	ID	Affidavit Number
C. OLSON CONCRETE INC	2776474	41234432

Important Messages

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Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

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Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	2-069-688-032
Submitted Date and Time:	15-May-2025 9:48:20 AM
Legal Name:	C OLSON CONCRETE INC
Federal Employer ID:	41-1844915
User Who Submitted:	2776474
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	41234432
Minnesota ID:	2776474
Project Owner:	CITY OF COTTAGE GROVE, MN
Project Number:	SP8205-156
Project Begin Date:	01-Aug-2024
Project End Date:	20-Aug-2024
Project Location:	COTTAGE GROVE
Project Amount:	\$44,090.00
Subcontractors:	No Subcontractors

Important Messages

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Contact Us

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Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-090-349-280
Submitted Date and Time:	19-May-2025 4:36:34 PM
Legal Name:	SAFETY SIGNS LLC
Federal Employer ID:	41-1991774
User Who Submitted:	beth novak
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	340865024
Minnesota ID:	5139558
Project Owner:	CITY OF COTTAGE GROVE
Project Number:	0N1.129262
Project Begin Date:	26-Jul-2024
Project End Date:	13-Nov-2024
Project Location:	T.H. 61 REDUCED CONFLICT INTERSECTION (RCI) PROJECT - COTTAGE GROVE, MN
Project Amount:	\$65,243.70
Subcontractors:	No Subcontractors

Important Messages

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Contact Us

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Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-251-031-264
Submitted Date and Time:	15-May-2025 7:55:40 AM
Legal Name:	GORMAN SURVEYING INC
Federal Employer ID:	41-1827941
User Who Submitted:	dgorman
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	564473856
Minnesota ID:	2520295
Project Owner:	CITY OF COTTAGE GROVE, MN
Project Number:	24-463
Project Begin Date:	10-Jul-2024
Project End Date:	15-May-2025
Project Location:	COTTAGE GROVE TH61 REDUCED CONFLICT INTERSECTION
Project Amount:	\$4,000.00
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

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Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-570-023-648
Submitted Date and Time:	29-May-2025 4:21:42 PM
Legal Name:	KILLMER ELECTRIC CO INC
Federal Employer ID:	41-1250710
User Who Submitted:	cresner
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	769798144
Minnesota ID:	6718331
Project Owner:	CITY OF COTTAGE GROVE
Project Number:	7165-24
Project Begin Date:	24-Jul-2024
Project End Date:	10-Mar-2025
Project Location:	COTTAGE GROVE, MN
Project Amount:	\$89,755.00

Subcontractor Summary

Name	ID	Affidavit Number
CASTREJON INC	3150389	95760384

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

Please [print this page](#) for your records using the print or save functionality built into your browser.

Chris Resner

From: Monica <monica@castrejoninc.com>
Sent: Thursday, May 29, 2025 4:10 PM
To: Chris Resner
Subject: FW: Your Recent Contractor Affidavit Request



MONICA CASTREJON

Vice President



763-450-2055



763-450-2056



monica@castrejoninc.com



9201 Isanti St. NE,
Blaine, MN 55449

VISIT OUR WEBSITE



From: MN Revenue e-Services <eservices.mdor@state.mn.us>
Sent: Thursday, May 29, 2025 4:09 PM
To: Monica <monica@castrejoninc.com>
Subject: Your Recent Contractor Affidavit Request

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

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-005-684-960
Submitted Date and Time:	29-May-2025 4:09:07 PM
Legal Name:	CASTREJON INC
Federal Employer ID:	41-1872358
User Who Submitted:	castrejon
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	95760384
Minnesota ID:	3150389
Project Owner:	CITYT OF COTTAGE GROVE
Project Number:	7165-24
Project Begin Date:	24-Jul-2024
Project End Date:	10-Mar-2025
Project Location:	COTTAGE GROVE
Project Amount:	\$14,968.00
Subcontractors:	No Subcontractors

Important Messages

WAIVER OF LIEN



Partial Lien Waiver



Full/Final Lien Waiver

To Whom It May Concern:

Whereas the undersigned has been employed by: Pember Companies, Inc.
To furnish Pavement marking/ Traffic control
For the premises known as T.H. 61 Reduced Conflict Intersection (RCI) Project
Of which City of Cottage Grove, MN is the Owner.

That the total amount of the contract, including extras at this time, is \$59,189.60, on which he or she has received payment of \$58,301.76, prior to this payment.

The undersigned, for and in consideration of (written) Fifty-nine thousand one hundred eighty-nine dollars & 60/100 (\$59,189.60 [includes 1.5% retainage] dollars, and other good and valuable consideration, and upon receipt thereof, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of MN relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the Owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises.

Company Name Century Traffic

Signature



Title Jason Voelker, Vice President Date 5/27/2025 *



X Required Notary:

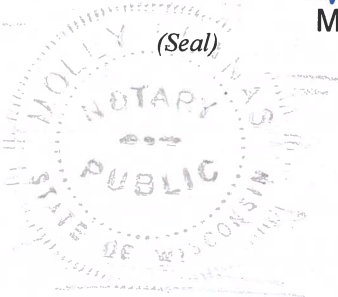
Subscribed and sworn to before me this 27th day of May, 2025

Notary Public

Molly Llanas

Commission Expires 2/28/2026

(Seal)



WAIVER OF LIEN



Partial Lien Waiver
Full/Final Lien Waiver

To Whom It May Concern:

Whereas the undersigned has been employed by: Pember Companies, Inc.

To furnish As Builts

For the premises known as T.H. 61 Reduced Conflict Intersection (RCI) Project

Of which City of Cottage Grove, MN is the Owner.

That the total amount of the contract, including extras at this time, is \$4,000.00, on which he or she has received payment of \$3,940.00, prior to this payment.

The undersigned, for and in consideration of (written) four thousand & 00/100 (\$4,000 [includes 1.5% retainage]) dollars, and other good and valuable consideration, and upon receipt thereof, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of MN relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the Owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises.

Company Name Gorman Surveying inc.

Signature



Title

Vice President

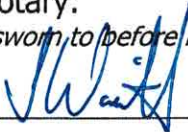
Date

5/15/2025

X Required Notary:

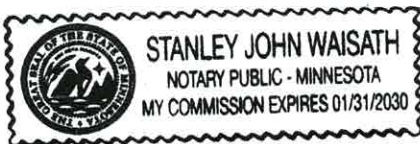
Subscribed and sworn to before me this 15th day of May, 2025

Notary Public



, Commission Expires 01/31/2030

(Seal)



WAIVER OF LIEN

Partial Lien Waiver
 Full/Final Lien Waiver

To Whom It May Concern:

Whereas the undersigned has been employed by: Pember Companies, Inc.

To furnish Guardrails

For the premises known as T.H. 61 Reduced Conflict Intersection (RCI) Project
 Of which City of Cottage Grove, MN is the Owner.

That the total amount of the contract, including extras at this time, is \$170,091.50,
 on which he or she has received payment of \$167,540.13, prior to this payment.

The undersigned, for and in consideration of (written) One hundred seventy thousand ninety-one dollars & 50/100 (\$170,091.50 [includes 1.5% retainage]) dollars, and other good and valuable consideration, and upon receipt thereof, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of MN relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the Owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises.

Company Name H&R Construction Co.

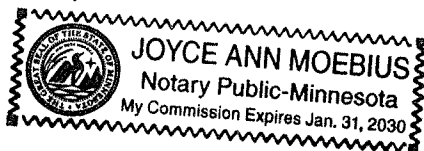
Signature Trace Davis Title Admin Assistant Date 5/15/25

X Required Notary:

Subscribed and sworn to before me this 15 day of May, 2025

Notary Public Joyce Ann Moebius, Commission Expires Jan 31, 2030

(Seal)



WAIVER OF LIEN



Partial Lien Waiver
Full/Final Lien Waiver

To Whom It May Concern:

Whereas the undersigned has been employed by: Pember Companies, Inc.

To furnish Lighting

For the premises known as T.H. 61 Reduced Conflict Intersection (RCI) Project

Of which City of Cottage Grove, MN is the Owner.

That the total amount of the contract, including extras at this time, is \$89,755.00, on which he or she has received payment of \$88408.68, prior to this payment.

The undersigned, for and in consideration of (written) Eighty-nine thousand seven hundred fifty-five dollars & 00/100 (\$ 89,755.00 [includes 1.5% retainage]) dollars, and other good and valuable consideration, and upon receipt thereof, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of MN relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the Owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises.

Company Name Killmer Electric Co. Inc.

Signature [Signature]

Title CFO

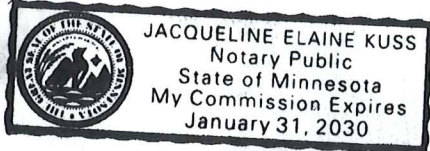
Date 5/29/2025

X Required Notary:

Subscribed and sworn to before me this 29 day of May, 2025,

Notary Public [Signature], Commission Expires 1-31-2030

(Seal)



WAIVER OF LIEN

☐
☒

Partial Lien Waiver
Full/Final Lien Waiver

To Whom It May Concern:

Whereas the undersigned has been employed by: Pember Companies, Inc.

To furnish Traffic control

For the premises known as T.H. 61 Reduced Conflict Intersection (RCI) Project

Of which City of Cottage Grove, MN is the Owner.

That the total amount of the contract, including extras at this time, is \$65,243.70, on which he or she has received payment of \$57,353.22, prior to this payment.

The undersigned, for and in consideration of (written) Sixty-five thousand two hundred forty-three dollars & 70/100 (\$65,243.70 [includes 1.5% retainage]) dollars, and other good and valuable consideration, and upon receipt thereof, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of MN relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the Owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises.

Company Name Saftey Signs LLC

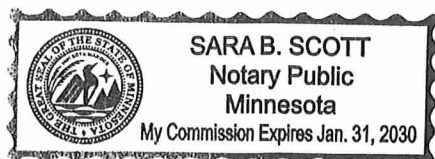
Signature Beth Novak Title Controller Date 5/19/2025

X Required Notary:

Subscribed and sworn to before me this 19th day of May, 2025

Notary Public [Signature], Commission Expires 1/31/25

(Seal)



Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

MAINTENANCE BOND

Bond No **B 1317386**

KNOW ALL MEN BY THESE PRESENTS, That we, **Pember Companies, Inc.**
N4449 469th St Menomonie, WI 54751, as Principal, and **SELECTIVE INSURANCE COMPANY**
OF AMERICA, a corporation duly organized under and by the virtue of the laws of the State of New Jersey and

authorized to become sole surety on bonds in the State of **MN**, as Surety, are

held and firmly bound unto the **City of Cottage Grove**
12800 Ravine Parkway South Cottage Grove, MN 55016
, hereinafter called Obligee, in the just and penal sum of

One Million One Hundred Sixty Seven Thousand Seven Hundred Seventy Dollars
Dollars (\$1,167,770.00), lawful money of the United States of America, to the payment of which
well and truly to be made the Principal binds itself, its successors and assigns, and the Surety binds itself, its
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by means of a written agreement, dated _____,
contracted with the Obligee aforesaid, for furnishing all materials and performing all of the work in connection with
Grading Concrete

as specifically set forth in said contract for said work, and

WHEREAS, the Principal has completed the said contract in accordance with the plans and specifications thereof,
and

WHEREAS, the Obligee has requested the Principal to guarantee said work against defective workmanship or
faulty materials for a period of **2** year(s) from date of acceptance of said work **10/18/2024**; and

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well
and truly make good any defects in material or workmanship which may arise in said work within **2** year(s)
from the date of acceptance of said work, then this obligation shall be null and void, otherwise it shall remain in full
force and effect.

IN WITNESS WHEREOF, we have set our hands and seals this **29th** day of **July**, **2025**

Pember Companies, Inc. _____ (SEAL)

Principal

_____ (SEAL)

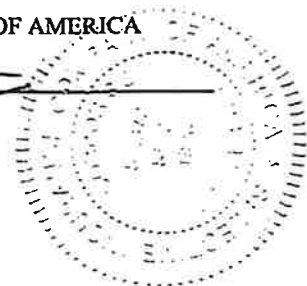
_____ (SEAL)

SELECTIVE INSURANCE COMPANY OF AMERICA

BY _____

Attorney-in-Fact

Connie Smith



SELECTIVE INSURANCE®

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

BondNo.B 1317386

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint: **Connie Smith**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character, including but not limited to Proposal Bonds, Letters of Surety, and Consents of Surety, issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **One Million One Hundred Sixty Seven Thousand Seven Hundred Seventy Dollars (\$1167770.00)**. This certifies that this Power of Attorney is in full force and effect as of the date of said fidelity and surety bonds or undertakings and other documents of a similar character, including but not limited to Proposal Bonds, Letters of Surety, and Consents of Surety.

Signed this 29th day of July, 2025

SELECTIVE INSURANCE COMPANY OF AMERICA

By:

Brian C. Sarisky
Brian C. Sarisky

Its SVP, Chief Underwriting Officer, Commercial Lines



STATE OF NEW JERSEY :

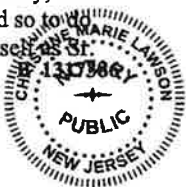
:ss. Branchville

COUNTY OF SUSSEX :

On this 29th day of July, 2025 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

CHRISTINE MARIE LAWSON
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 15, 2029
COMMISSION: #2312839

Christine Marie Lawson
Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

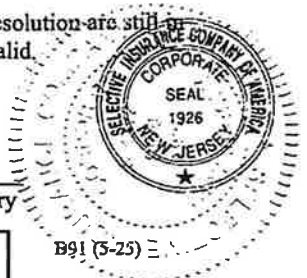
"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution are still in force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 29th day of July, 2025

Michael H. Lanza
Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

B91 (5-25)

CERTIFIED COPY



City Council Action Request

7.K.

Meeting Date	9/3/2025				
Department	Parks and Recreation				
Agenda Category	Action Item				
Title	Hearthside Park Sports Lighting System Change Order				
Staff Recommendation	Authorize Change Order for Hearthside Park Sports Lighting Project to contract Killmer Electric to drill and/or install a spread footing for the light pole at a cost not to exceed \$14,000.				
Budget Implication	There are sufficient funds in the Park Improvement Fund to pay for this change order.				
Attachments	<table><tr><td>1.</td><td>Memo-Hearthside Lighting Change Order</td></tr><tr><td>2.</td><td>Killmer Change Order</td></tr></table>	1.	Memo-Hearthside Lighting Change Order	2.	Killmer Change Order
1.	Memo-Hearthside Lighting Change Order				
2.	Killmer Change Order				



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

From: Zac Dockter, Parks and Recreation Director
Brenda Malinowski, Finance Director

Date: August 27, 2025

Subject: Hearthside Park Sports Lighting System Change Order

Introduction

Council approved replacement of the Hearthside Park sports lighting system in June for a total cost of \$63,730. The project commenced work in August. Upon footing excavation for the aluminum pole system, rock was encountered in the northwest corner that is impenetrable with a standard auger. There are two potential options to mitigate this issue:

1. Pressure drill through rock
2. Convert standard pole system to a spread footing on top of rock

Drilling through the rock (option 1) would be the most desirable approach for both cost and longevity of the system. However, the contractor cannot guarantee the ability to drill through the entire 3-4 feet of rock given unknowns below the ground. As such, staff is recommending the City proceed with authorizing a change order to have Killmer Electric attempt to pressure drill through the rock for \$7,200. If that effort is unsuccessful in gaining the right footing depth, Killmer will quickly adapt to a spread footing installation on a time and material basis at a net project cost not to exceed \$14,000.

The following alternative quotes were received:

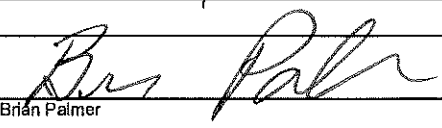
Gunnar Electric (option 2 only)	\$30,660.90
Electrical Mechanical Contracting (Option 1 only)	\$11,880.00 (no guarantee they can drill through)

This project is sourced from the Park Improvement Fund. There are sufficient funds in the account to pay for this change order.

Staff Recommendation

Authorize change order for Hearthside Park Sports Lighting Project to contract Killmer Electric to drill and/or install a spread footing for the light pole at a cost not to exceed \$14,000.

PROPOSAL
KILLMER ELECTRIC CO., INC.
5141 Lakeland Avenue North Crystal, Minnesota 55429
Telephone: (763) 425-2525 Fax: (763) 424-1258

PROPOSAL SUBMITTED TO Musco Lighting		PHONE	DATE 8/27/2025
STREET		JOB NAME Hearthside Park Hockey Cottage Grove	
CITY, STATE & ZIP CODE		JOB LOCATION Cottage Grove	
ATTN: Zac Dockter	DATE OF PLANS 8/27/2025	FAX	JOB PHONE
We hereby submit specifications and estimates for:			
Killmer Electric Co., Inc. proposes the following:			
Installation of one prefabricated Musco base:			
Price for piered column if possible will be:			
			\$ 7,200.00
In the event piered column is not possible, a spread footing will be			
installed for an additional:			\$6,800.00
Note:			
* Spoil removal by others.			
* Final restoration by others.			
* Standing of the pole by others.			
We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:			
Total			\$7,200.00
Payment to be made as follows:			or \$14,000.00
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.		Authorized Signature  Brian Palmer	
		Note: This proposal may be withdrawn by us if not accepted with _____ days.	
		Acceptance Signature _____	
		Date _____	



City Council Action Request

7.L.

Meeting Date 9/3/2025

Department Public Works

Agenda Category Action Item

Title 2025 Fall Boulevard Tree Planting

Staff Recommendation Adopt Resolution 2025-124 awarding the Base Quote plus Alternate 1 for the 2025 Tree Planting Contract to Wilson's Nursey in the total amount of \$52,705 for the material and labor to install 155 boulevard trees and authorize the service agreement between Wilson's Nursery and the City of Cottage Grove.

Budget Implication \$52,705 - Savings in the 2025 Forestry Budget

Attachments

1.	Council Memo- Fall Boulevard Tree Planting
2.	RESOLUTION AWARDDING THE 2025 FALL TREE PLANTING CONTRACT
3.	ServiceAgreement_Fall_Planting_2025



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

From: Gavin Hochstetler, Management Analyst

CC: Ryan Burfeind, Public Works Director

Date: September 3, 2025

Subject: 2025 Fall Boulevard Tree Planting

Introduction/Background

The Forestry Department maintains and cares for approximately 15,000 boulevard trees city wide. Tree replacement from several significant storm events is needed to maintain and improve the community's urban forest. The Public Works Department will implement a fall boulevard tree planting project for 155 replacement trees.

Staff has pursued available urban forestry grant opportunities to offset costs for this project. The City of Cottage Grove does not rank high on the Supplemental Demographic Index (SDI), which is a key scoring factor for these grant programs, therefore grant funding was not awarded. The boulevard tree planting project will be funded entirely through existing savings in the 2025 Forestry Budget.

Contractor	Base Quote	Alternate 1	Total
Wilson's Nursery	\$42,595	\$10,110	\$52,705
Hoffman & McNamara Nursery and Landscape	\$55,295	\$12,964	\$68,259

Budget Implications

The estimated cost to replace 155 boulevard trees is \$52,705 which is included in the 2025 Forestry Budget.

Staff Recommendation

Authorize resolution 2025-124 awarding the Base Quote plus Alternate 1 for the 2025 Tree Planting Contract to Wilson's Nursey in total amount of \$52,705 for the material and labor to install 155 boulevard trees and authorize the service agreement between Wilson's Nursery and the City of Cottage Grove.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2025-124

**RESOLUTION AWARDING THE BASE QUOTE PLUS ALTERNATE 1 FOR THE 2025
FALL TREE PLANTING PROJECT
TO WILSON'S NURSERY IN THE TOTAL AMOUNT OF \$52,705**

WHEREAS, quotes were requested to provide the necessary work for the 2025 Fall Tree Planting Project according to City standards; and

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

WHEREAS, two firms submitted quotes; and

WHEREAS, it appears that Wilson's Nursery provided the lowest responsible quote; and

WHEREAS, it is the recommendation of the Public Works Director that the quote be awarded to Wilson's Nursery.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, that the 2025 Fall Tree Planting Project awarding the Base Quote plus Alternate 1 to Wilson's Nursery in total amount of \$52,705

Passed this 3rd day of September 2025.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

AGREEMENT FOR SERVICES
2025 Fall Boulevard Tree Planting

THIS AGREEMENT ("Agreement") is made and executed this ____ day of _____, 20__, by and between the City of Cottage Grove, 12800 Ravine Parkway South, Cottage Grove, Minnesota 55016, ("City") and Wilson's Nursery, 5730 Yancy Avenue, New Germany, MN 55367 ("Contractor").

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

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

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

1. SERVICES.

- a. City agrees to engage Contractor as an independent contractor for the purpose of performing certain Services ("Services"), as defined in the following documents:
 - i. A proposal dated August 22, 2025, incorporated herein as Exhibit A.
 - ii. Where the terms and conditions of this Agreement and those terms and conditions included in the Exhibits specifically conflict, the terms of this Agreement shall apply.
- b. Contractor covenants and agrees to provide the Services to the satisfaction of the City in a timely fashion, as set forth in the Exhibits, subject to Section 9 of this Agreement.
- c. Contractor agrees to comply with all federal, state, and local laws and ordinances applicable to the Services to be performed under this Agreement, including all safety standards. Contractor shall be solely and completely responsible for conditions of the job site, including the safety of all persons and property during the performance of the Services. Contractor represents and warrants that it has the requisite training, skills, and experience necessary to provide the Services and is appropriately licensed and has obtained all permits from all applicable agencies and governmental entities.

2. PAYMENT.

- a. City agrees to pay Contractor \$52,705, and Contractor agrees to receive and accept payment for Services as set forth in the Exhibits.
- b. Any changes in the scope of the work of the Services that may result in an increase to the compensation due the Contractor shall require prior written approval by the authorized representative of the City or by the City Council. The City will not pay additional compensation for Services that do not have prior written authorization.
- c. Contractor shall submit itemized bills for Services provided to City on a monthly basis. Bills submitted shall be paid in the same manner as other claims made to City.
- d. Prior to payment, the Contractor will submit evidence that all payrolls, material bills, subcontractors and other indebtedness connected with the Services have been paid as required by the City.

3. TERM. The term of this Agreement is identified in the Exhibits. This Agreement may be extended upon the written mutual consent of the parties for such additional periods as they deem appropriate, and upon the same terms and conditions as herein stated.

4. BONDS. If the Services provided by the Contractor as set forth in the Exhibits and this Agreement exceeds \$100,000, Contractor shall furnish performance and payment bonds covering faithful performance of all the Contractor's obligations, including, without limitation, warranty obligations and of all payment of obligations arising under this Agreement. The bonds shall each be issued in an amount equal to 100% of the stipulated sum identified in Section 2 of this Agreement.

5. TERMINATION AND REMEDIES.

- a. Termination by Either Party. This Agreement may be terminated by either party upon thirty (30) days' written notice delivered to the other party at the addresses listed in Section 15 of this Agreement. Upon termination under this provision, if there is no default by the Contractor, Contractor shall be paid for Services rendered and reimbursable expenses incurred through the effective date of termination.
- b. Termination Due to Default. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure that is acceptable to the other party.
- c. Remedies. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Agreement by the Contractor. The City may, in such event:

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

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

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

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

11. PROJECT MANAGER AND STAFFING. The Contractor has designated Matt Gorzlancyk to be the primary contacts for the City in the performance of the Services. They shall be assisted by other staff members as necessary to facilitate the completion of the Services in accordance with the terms established herein. Contractor may not remove or replace these designated staff without the approval of the City.

12. INDEMNIFICATION.

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

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

- a. Commercial General Liability Insurance, with a limit of \$2,000,000 for any number of claims arising out of a single occurrence.
- b. Workers' Compensation Insurance in accordance with statutory requirements.
- c. Automobile Liability Insurance, with a combined single limit of \$2,000,000.

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

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

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

If to City: City of Cottage Grove
12800 Ravine Parkway South
Cottage Grove, MN 55016
Attention: Gavin Hochstetler

Or emailed: ghochstetler@cottagegrovemn.gov

If to Contractor: Wilson's Nursery
5730 Yancy Avenue
New Germany, MN 55367

Or emailed: matt@wilsonsnurseryinc.com

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

17. RESPONSIBLE CONTRACTOR.

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

subcontractor are advised that making any false statements verifying compliance with Minnesota Statutes, Section 16C.285 will render the Contractor or subcontractor ineligible to perform the Services of this Agreement and may result in termination of this Agreement by the City.

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

18. GENERAL PROVISIONS.

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

CITY OF COTTAGE GROVE

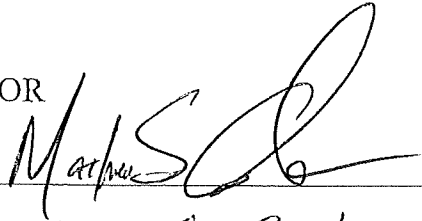
By: _____
Myron A. Bailey, Mayor

By: _____
Tamara Anderson, City Clerk

Date: _____

CONTRACTOR

Signature: _____

A handwritten signature in black ink, appearing to read 'Matthew S. Gorzlanzyk', written over a horizontal line.

Name: _____

Matthew S. Gorzlanzyk

Its: _____

Sales Manager

Date: _____

8/27/25

EXHIBIT A

Request for Quotes for Boulevard Tree Planting 2025 City of Cottage Grove, Minnesota

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

Quote is due Monday, August 25, at 11:00 A.M.

Base Quote:

	Description	Size	Quantity	Unit Price	Totals
Kentucky Coffee Tree *Espresso	#20 gallon pot min	1.75" min	10	355	3550
Renaissance Oasis Birch *Single Stem PRAIRIE DRAGON	#20 gallon pot min	1.75" min	5	350	1750
Hackberry	#20 gallon pot min	1.75" min	10	340	3400
Ironwood 'Ostrya virginiana'	#20 gallon pot min	1.75" min	10	340	3400
Honeylocust *Shademaster SKYLINE	#20 gallon pot min	1.75" min	5	325	1625
New Horizon Elm	#20 gallon pot min	1.75" min	5	315	1575
Accolade Elm	#20 gallon pot min	1.75" min	5	315	1575
St. Croix Elm	#20 gallon pot min	1.75" min	5	315	1575
White Oak SWAMP WHITE OAK	#20 gallon pot min	1.75" min	10	370	3700
Northern Red Oak	#20 gallon pot min	1.75" min	10	370	3700
Heritage Oak	#20 gallon pot min	1.75" min	10	370	3700
Yellowwood 'Cladrastis kentukea'	#20 gallon pot min	1.75" min	10	335	3350
River Birch *Single Stem	#20 gallon pot min	1.75" min	5	310	1550
Japanese Tree Lilac *Single Stem	#20 gallon pot min	1.75" min	10	315	3150
Crabapple 'spring snow'	#20 gallon pot min	1.75" min	5	315	1575
Redmond Linden	#20 gallon pot min	1.75" min	8	330	2640
Ginkgo 'Autumn Gold'	#20 gallon pot min	1.75" min	2	390	780
Total			125		\$42,595

Alternate #1:

	Description	Size	Quantity	Unit Price	Totals
Kentucky Coffee Tree *Espresso	#20 gallon pot min	1.75" min	5	\$355	\$1775
Renaissance Oasis Birch *Single Stem	#20 gallon pot min	1.75" min			
Hackberry	#20 gallon pot min	1.75" min	5	\$340	\$1700
Ironwood 'Ostrya virginiana'	#20 gallon pot min	1.75" min			
Honeylocust *Shademaster	#20 gallon pot min	1.75" min			
New Horizon Elm	#20 gallon pot min	1.75" min			
Accolade Elm	#20 gallon pot min	1.75" min			
St. Croix Elm	#20 gallon pot min	1.75" min	2	\$315	\$630
White Oak	#20 gallon pot min	1.75" min			
Northern Red Oak	#20 gallon pot min	1.75" min	5	\$370	\$1850
Heritage Oak	#20 gallon pot min	1.75" min			
Yellowwood 'Cladrastis kentukea'	#20 gallon pot min	1.75" min	2	\$335	\$670
River Birch *Single Stem	#20 gallon pot min	1.75" min	5	\$310	\$1550
Japanese Tree Lilac *Single Stem	#20 gallon pot min	1.75" min			
Crabapple 'spring snow'	#20 gallon pot min	1.75" min	3	\$315	\$945
Redmond Linden	#20 gallon pot min	1.75" min	3	\$330	\$990
Ginkgo 'Autumn Gold'	#20 gallon pot min	1.75" min			
Total			30		\$10,110

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

Time of Performance: The city is requiring the awarded contractor to have the work completed by October 24, 2025. The undersigned proposes as follows:

Date available to commence work:

Once Utilities are marked and located

Date work will be completed:

10/24/25

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

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

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

City of Cottage Grove
Public Works Department
Attn: Forestry Department
8635 West Point Douglas Rd S
Cottage Grove, MN 55016
Phone No. 651-458-2853
Fax No. 651-458-6080
ghochstetler@cottagegrovemn.gov

Respectfully Submitted

Wilson's Nursing LLC (A Corporation)
(An Individual)
(A Partnership)

Matthew S. J.
Authorized Signature

8/22/25
Date



City Council Action Request

7.M.

Meeting Date 9/3/2025

Department Administration

Agenda Category Action Item

Title Designated Hunting Areas

Staff Recommendation Approve the proposed 2025-2026 archery and firearms hunting area maps.

Budget Implication N/A

Attachments	1.	Designated Hunting Areas Council 2025
	2.	Firearm Hunting 2025_2026
	3.	Archery Hunting Area Map 2025_2026

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

From: Peter J Koerner, Director of Public Safety

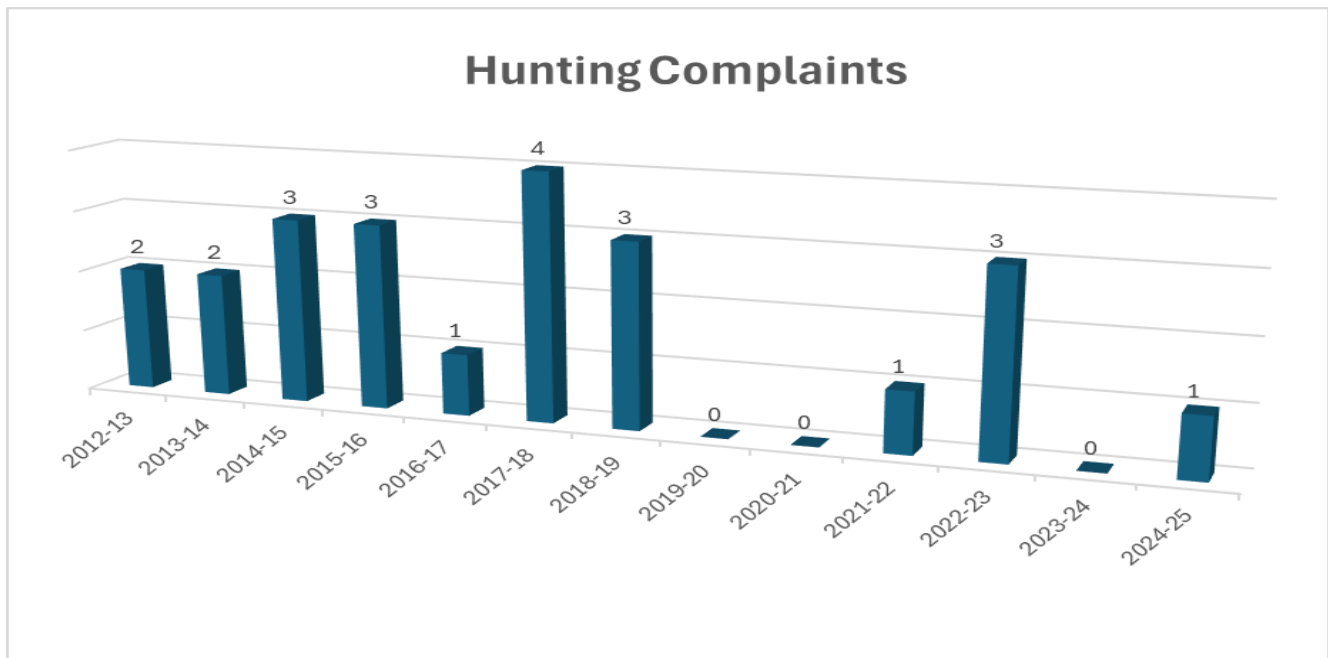
Date: September 2, 2025

Subject: **APPROVAL OF DESIGNATED HUNTING AREAS**

Introduction

Cottage Grove City Code's Hunting Ordinance was amended on August 10, 2005, by the City Council. Cottage Grove ordinance 5-3-5 addresses the use of firearms and archery equipment in the City of Cottage Grove. In the past, the Public Services Commission reviewed these areas, however this year's meeting schedules required a new process to ensure these areas are reviewed by the Council before the season begins. The City Council will review the designated hunting areas for final approval prior to publication.

Under the amended language, it has been shown to be very effective, adaptable to development and addresses the safety concerns of the city. Since the amended language, complaints have been minimal.



There was one hunting-related complaint for the 2024-2025 hunting season. Public Safety received a report of a person shooting squirrels from a window. There were 8 complaints (all

unable to locate) of gunshots heard that were not specifically associated with hunting. In addition, Public Safety had 4 hunting/trapping questions.

Landowner controlled access of hunters within the designated areas continues to be well received by landowners, police officers, and persons wishing to take advantage of this recreational opportunity.

For the 2025-2026 season, the Public Safety and Planning Departments have reviewed and amended the designated areas for discharge of firearms and archery equipment.

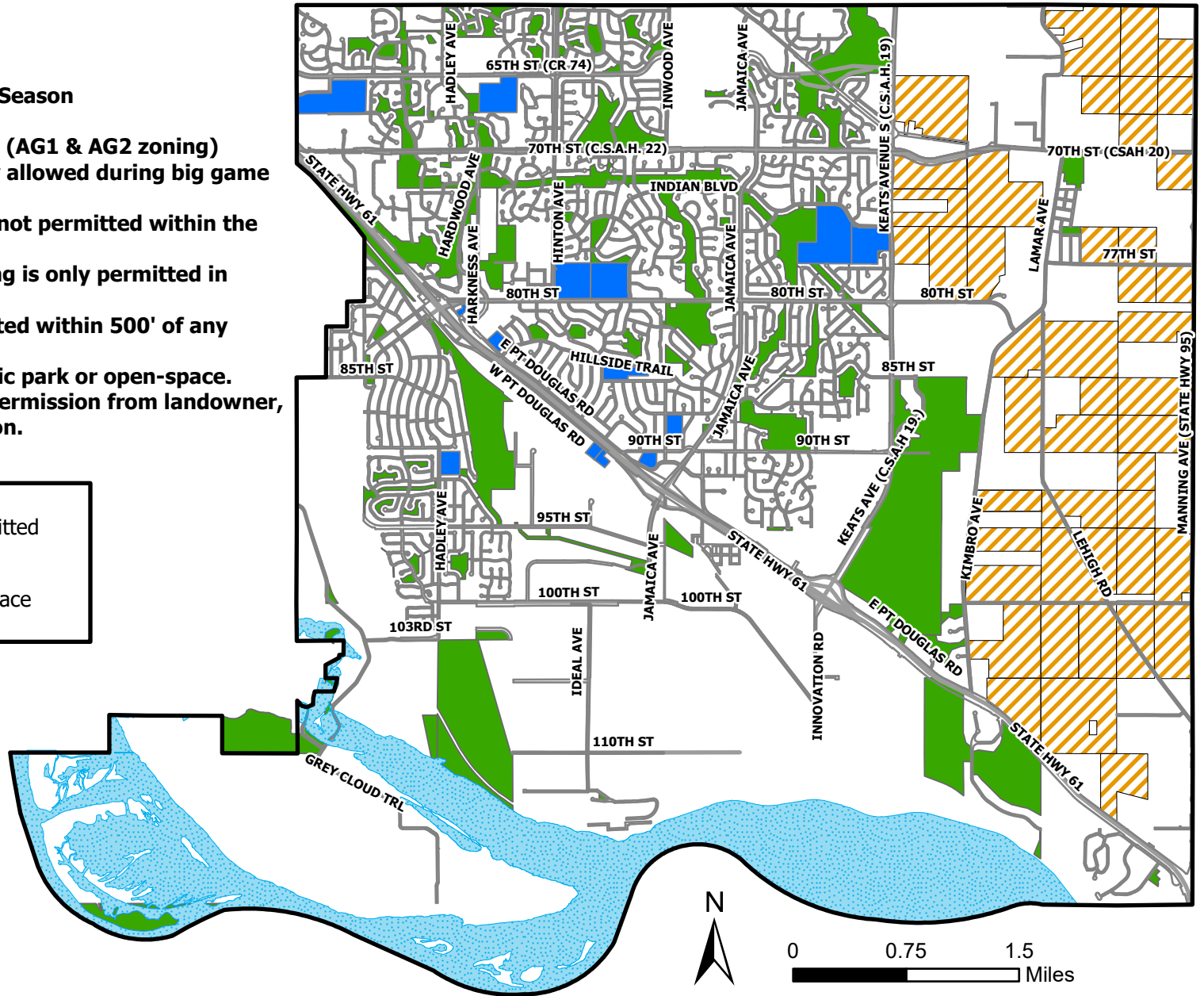
Recommendation

Approve the proposed 2025-2026 archery and firearms hunting area maps.

Firearm Hunting Rules 2025-2026 Season

1. Forty acres contiguous or more. (AG1 & AG2 zoning)
2. Discharge of shotgun slugs only allowed during big game season.
3. Recreational target shooting is not permitted within the city.
4. Discharge of firearms for hunting is only permitted in designated areas.
5. Discharge of firearms is prohibited within 500' of any residence.
6. Hunting is prohibited in all public park or open-space.
7. All hunters must have written permission from landowner, proper ID and licenses in possession.

-  Firearm Use Permitted
-  School Property
-  Park and Open Space



Disclaimer: This map is intended for reference purposes only and is not a legally recorded map or survey. The City of Cottage Grove shall not be liable for any damages or claims that arise due to accuracy, availability, use or misuse of the information herein pursuant to MN Statute 466.03 Subd 21. Updated: 5/9/22



Cottage Grove Firearm Hunting Area

Cottage Grove, MN

Date: 8/20/2025



Archery Hunting Rules 2025-2026 Season

- 1. Five acre minimum required. (AG1, AG2, and R1 Zones)
- 2. Hunting not allowed within 300 feet of any public park, trails, open space or right-of-way.
- 3. Hunt from a stand with a minimum elevation of 6 feet.
- 4. No arrows to leave the property being hunted.
- 5. All hunters must have written permission from land owner, proper ID and licenses in possession.

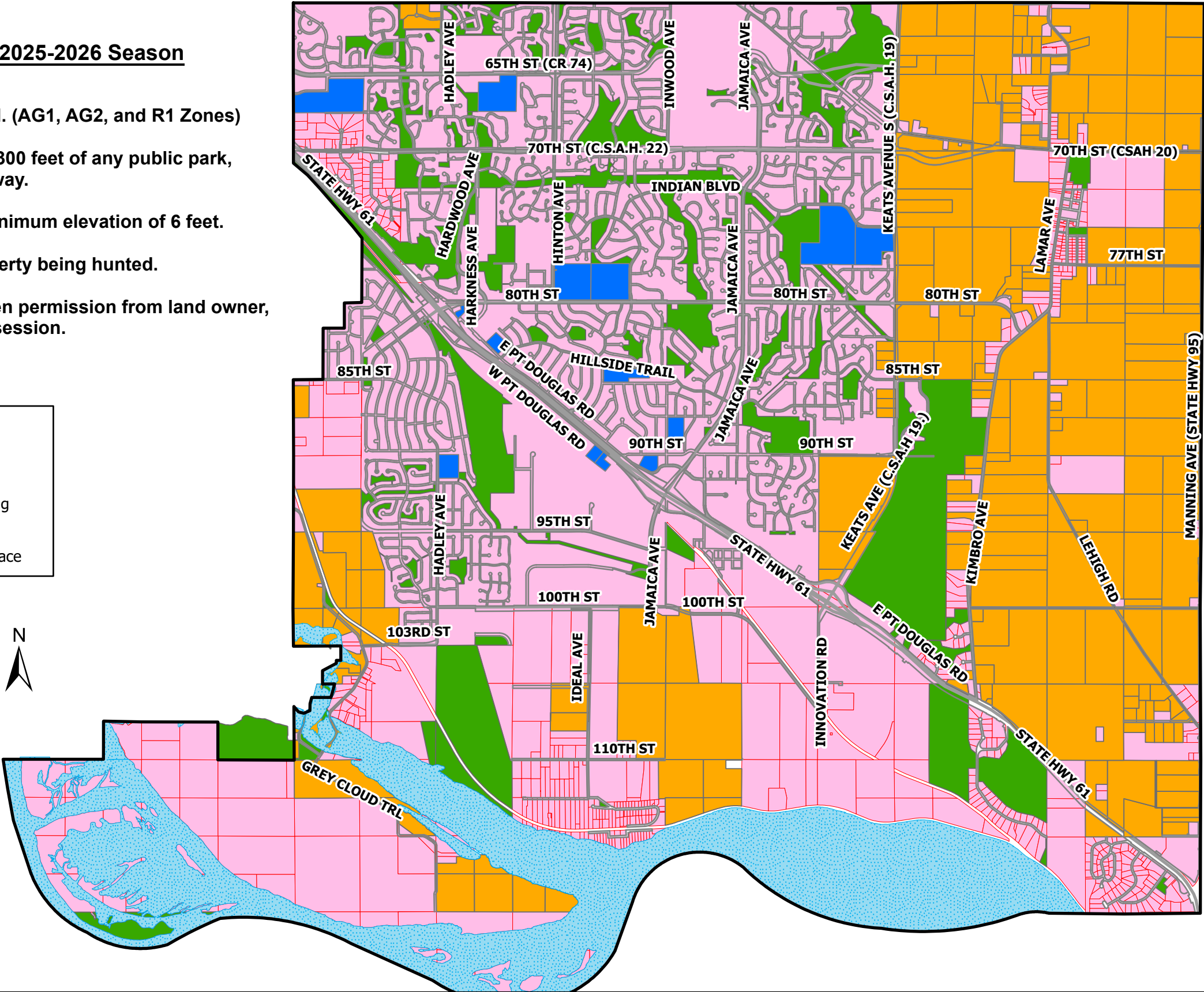
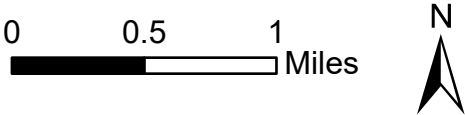
Legend

Archery Permitted

No Archery Hunting

School Property

Park and Open Space



Cottage Grove Archery Hunting Area
Cottage Grove, MN

Date: 8/20/2025





City Council Action Request

8.A.

Meeting Date	9/3/2025				
Department	Finance				
Agenda Category	Action Item				
Title	Approve Disbursements				
Staff Recommendation	Approve disbursements from 08-15-2025 through 08-28-2025 in the amount of \$6,616,996.90.				
Budget Implication	N/A				
Attachments	<table><tr><td>1.</td><td>Expense Approval Report 09-03-2025 Council Meeting</td></tr><tr><td>2.</td><td>Payroll Check Register 09-03-25 Council Meeting</td></tr></table>	1.	Expense Approval Report 09-03-2025 Council Meeting	2.	Payroll Check Register 09-03-25 Council Meeting
1.	Expense Approval Report 09-03-2025 Council Meeting				
2.	Payroll Check Register 09-03-25 Council Meeting				



City Council Action Request

9.A.

Meeting Date 9/3/2025

Department Community Development

Agenda Category Presentation

Title Frattalone's Southpoint Ridge Easement Vacations and New Easements (Roers)

Staff Recommendation 1) Hold the public hearing to vacate certain easements in Frattalone's Southpoint Ridge. 2) Adopt Resolution 2025-119 vacating, rescinding, terminating, and releasing certain easements over Lots 3 and 4, Block 1, and Outlots A, C, and D of Frattalone's Southpoint Ridge. 3) Approve the establishment of a temporary construction easement for a retaining wall. 4) Approve the establishment of a permanent retaining wall easement.

Budget Implication N/A

Attachments

1.	Roers Easement Vacations and New Easements CC Memo
2.	Roers Easement Vacation Resolution
3.	Roers Temp Construction Easement
4.	Roers Permanent Easement Agreement

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

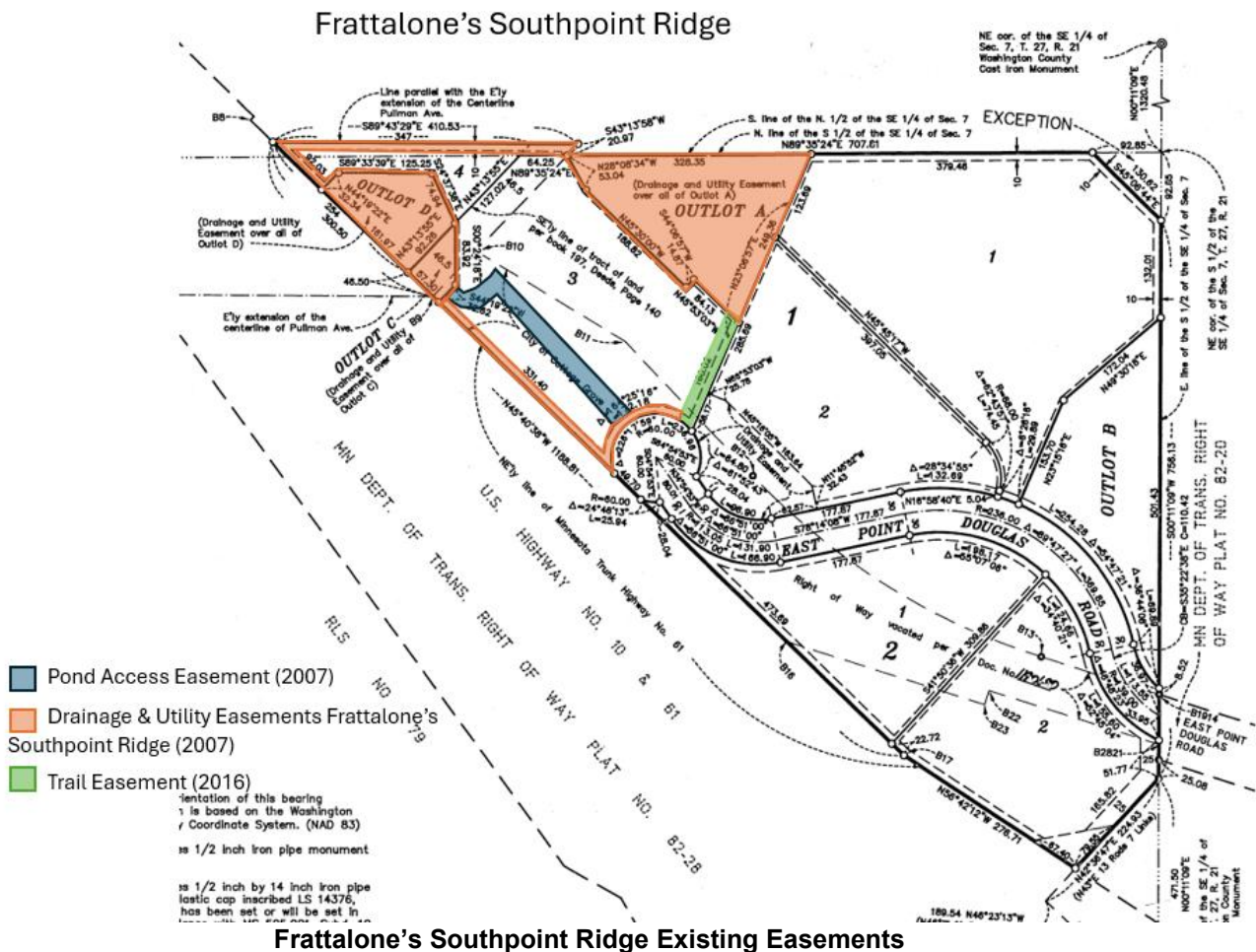
FROM: Samantha Pierret, Senior Planner

DATE: August 28, 2025

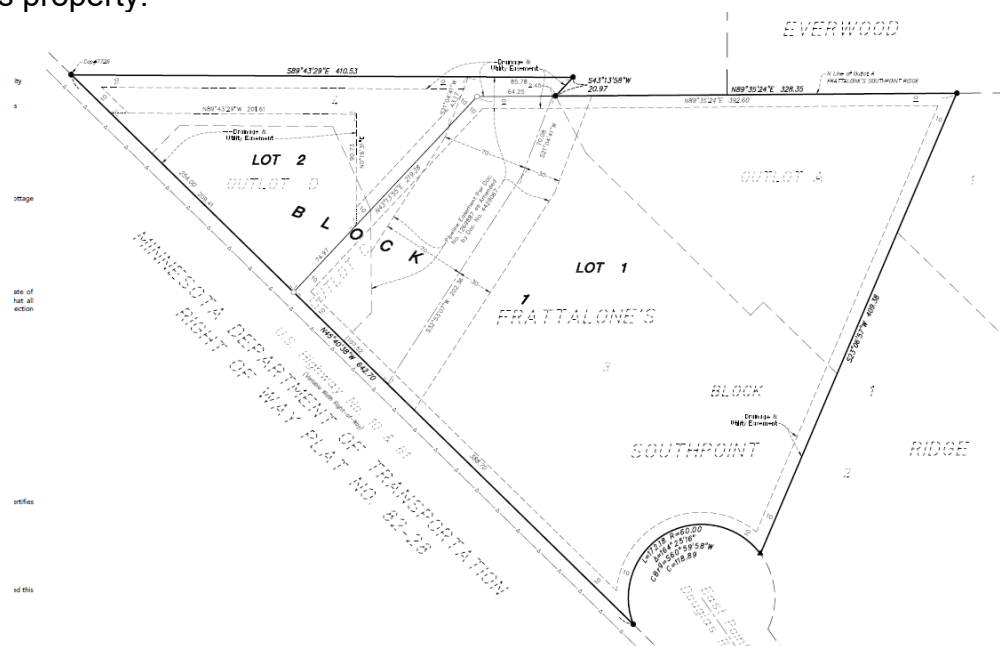
RE: Frattalone's Southpoint Ridge Easement Vacations and New Easements (Roers)

Discussion

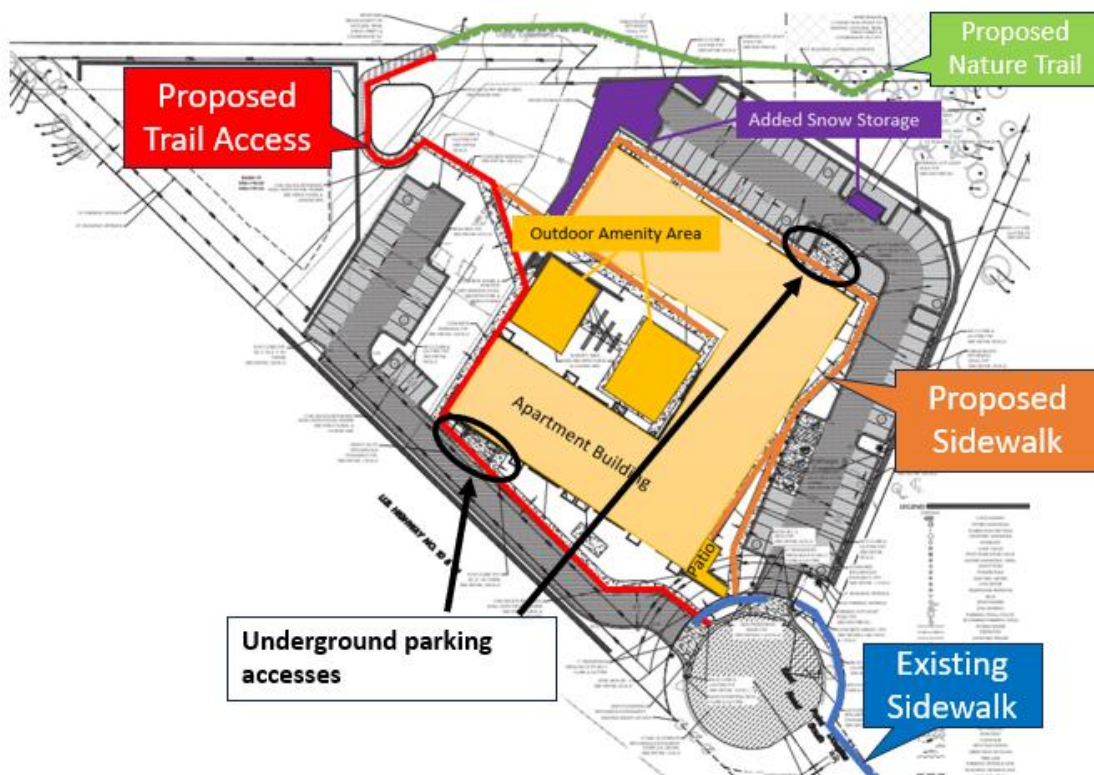
Roers Companies were approved for a preliminary and final plat (Camel's Hump Addition), site plan review, and Planned Unit Development for a 144-unit apartment building at 6850 East Point Douglas Road on January 17, 2024 (Resolutions 2024-006 and 2024-007). A revised site plan was approved on December 18, 2024 (Resolution 2024-191). The property Roers will be platting is currently platted as the Frattalone's Southpoint Ridge Addition (2007).



Roers is ready to proceed to closing on the properties by September 30, 2025. The City of Cottage Grove owns Outlots A, C, and D of Frattalone's Southpoint Ridge. To close on the property and record the new plat (Camels Hump Addition), existing drainage and utility easements, an access easement, and a trail easement must be vacated. New drainage and utility easements will be platted in the Camels Hump Addition, and the public will have access to the new trail via sidewalks on the Roers property.



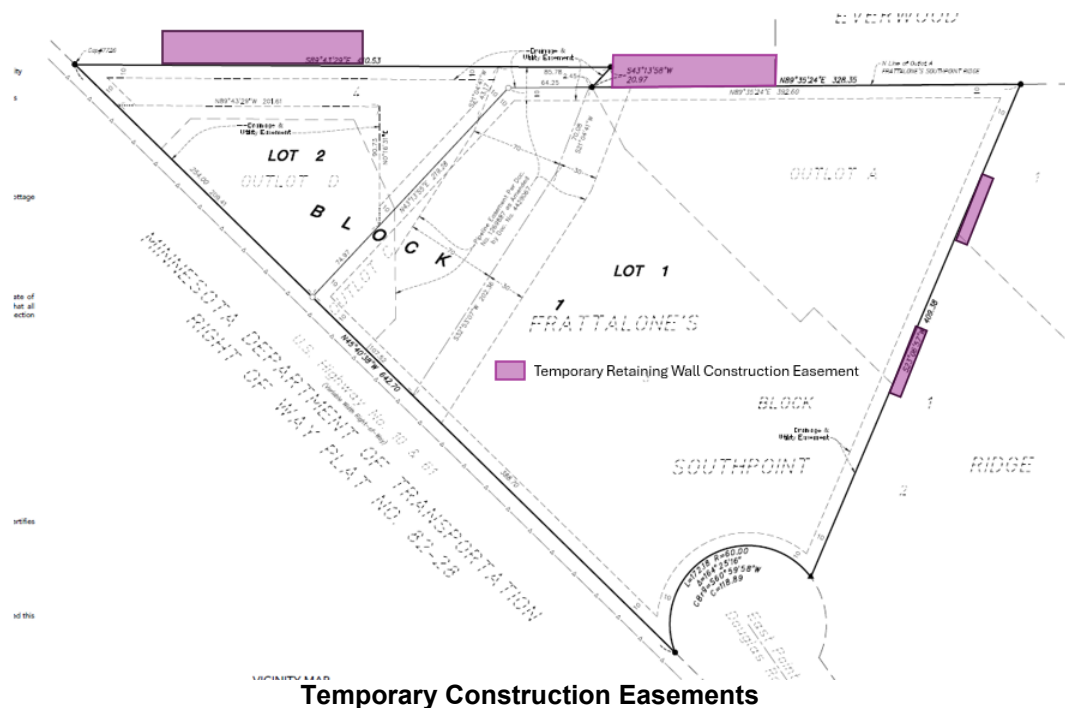
Proposed Camels Hump Addition



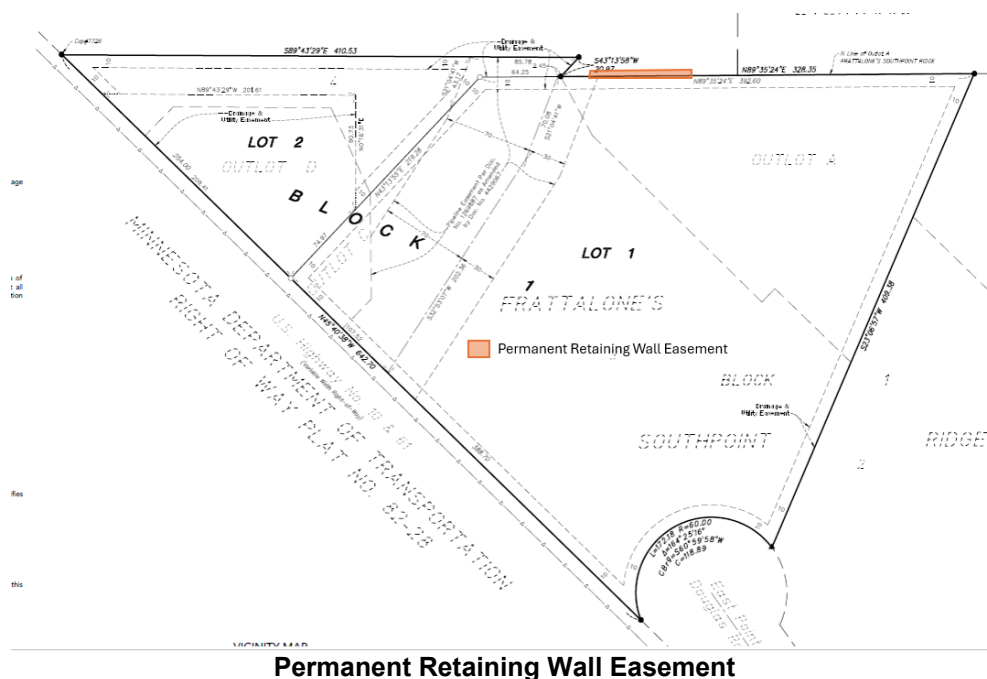
Site Plan

New Easements

Part of Roers' proposed development includes the construction of a large retaining wall along the north and east property lines. To construct the wall, crews will need temporary access via a temporary construction easement onto City-owned property for grading, sloping, and construction purposes.



A permanent retaining wall easement is also necessary for the retaining wall and structural components to be located on City-owned property. The permanent easement allows the owner access for maintenance of the wall and structural components.



Recommendation

1. Hold the public hearing to vacate certain easements in Frattalone's Southpoint Ridge.
2. Adopt Resolution 2025-119 vacating, rescinding, terminating and releasing certain easements over Lots 3 and 4 Block 1 and Outlots A, C, and D of Frattalone's Southpoint Ridge.
3. Approve the establishment of a temporary construction easement for a retaining wall.
4. Approve the establishment of a permanent retaining wall easement.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2025-119

**RESOLUTION VACATING
CERTAIN EASEMENTS LOCATED
WITHIN THE CITY OF COTTAGE GROVE, MINNESOTA**

WHEREAS, pursuant to Minn. Stat. § 412.851, the City Council may vacate any street, alley, public grounds, public way or any part thereof within the City by Resolution; and

WHEREAS, the City initiated the vacation of certain easements over that certain real property in Cottage Grove, Minnesota, legally described on Exhibit A and Exhibit B, attached hereto and incorporated herein; and

WHEREAS, a notice of a public hearing on said vacation was duly published and posted in accordance with applicable Minnesota Statutes and a public hearing was held on said vacation; and

WHEREAS, the City Council of Cottage Grove then proceeded to hear all persons interested in said vacation and all persons interested were afforded an opportunity to present their views and objections to the granting of said vacation; and

WHEREAS, the City Council of Cottage Grove has determined that the vacation would be in the public's interest.

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

That the City of Cottage Grove, pursuant to Minn. Stat. § 412.851, hereby vacates the following easements:

1. Drainage and utility easements shown on the Plat of Frattalone's Southpoint Ridge, approved on August 14, 2007 and recorded as Document No. 3658599 in the Washington County Recorder's Office, over that certain real property legally described on Exhibit A.
2. A Permanent Easement dated May 26, 2016 and recorded as Document No. 1241542, and a Grant of Easement dated August 21, 2007 and recorded as Document No. 1181133, in the Washington County Recorder's Office and recorded with the Registrar of Titles, over that certain real property legally described on Exhibit B.

3. That said vacation has no relationship to the City's Comprehensive Plan and therefore the Cottage Grove City Council has dispensed with the requirements of Minn. Stat. § 462.356, Subd. 2, that may require the Cottage Grove Planning Commission to perform a Comprehensive Plan compliance review of said vacation that may constitute a disposal of real property pursuant to § 462.356, Subd. 2.
4. That the City Clerk shall prepare a notice to be presented to the Washington County Auditor reflecting the completion of the proceedings herein.

Passed this 3rd of September, 2025.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

That certain real property located in County of Washington, State of Minnesota, legally described as follows:

Outlot A, Frattalone' s Southpoint Ridge, according to the plat thereof on file and of record in the office of the Registrar of Titles in and for Washington County, Minnesota.

PID No.: 07.027.21.44.0019
Torrens Certificate 74138

Outlot C, Frattalone's Southpoint Ridge, according to the plat thereof on file and of record in the office of the Registrar of Titles in and for Washington County, Minnesota.

PID No.: 07.027.21.44.0021
Torrens Certificate 74140

Outlot D, Frattalone's Southpoint Ridge, according to the plat thereof on file and of record in the Washington County Recorder's Office in and for Washington County, Minnesota.

PID No.: 07.027.21.44.0022
Abstract Property

Lot 3, Block 1, Frattalone's Southpoint Ridge, according to the plat thereof on file and of record in the office of the Registrar of Titles in and for Washington County, Minnesota.

PID No.: 07.027.21.44.0025
Torrens Certificate 64684

Lot 4, Block 1, Frattalone's Southpoint Ridge, according to the plat thereof on file and of record in the Washington County Recorder's Office in and for Washington County, Minnesota.

PID No.: 07.027.21.44.0026
Abstract Property

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

That certain real property located in County of Washington, State of Minnesota, legally described as follows:

Lot 3, Block 1, Frattalone's Southpoint Ridge, according to the plat thereof on file and of record in the office of the Registrar of Titles in and for Washington County, Minnesota.

PID No.: 07.027.21.44.0025
Torrens Certificate 64684

TEMPORARY EASEMENT FOR CONSTRUCTION PURPOSES

THIS TEMPORARY EASEMENT FOR CONSTRUCTION PURPOSES ("Easement") is made, granted and conveyed this ____ day of _____, 2025, by and between the City of Cottage Grove, a Minnesota municipal corporation ("City"), and Roers Cottage Grove Apartments LLC, a Delaware limited liability company ("Roers").

WHEREAS, the City owns real property in Washington County, Minnesota, legally described on Exhibit A attached hereto and incorporated herein, (the "Landowner's Property"); and

WHEREAS, Roers is working on a project that will require three temporary construction easements from the City.

NOW THEREFORE, the City in consideration of the sum of One Dollar and other good and valuable consideration to them in hand paid by Roers, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto Roers, its successors and assigns, the following:

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

The City does hereby grant and convey unto Roers, its successors and assigns, the following:

Temporary construction easements for grading, sloping and construction purposes in accordance with the plans and specifications provided by Roers, 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 Exhibits C ("Temporary Easement Area"), attached hereto and incorporated herein by reference.

EXEMPT FROM STATE DEED TAX

The rights of Roers also include the right of Roers, 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 Landowner may deem appropriate.

The Temporary Easement shall terminate on April 1, 2028.

Roers 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 City's Property prior to the date hereof.

The City, its successors and assigns, does hereby warrant to and covenant with Roers, its successors and assigns, that it is well seized in fee of City's Property described above, the Temporary Easement Area legally described on Exhibit B and depicted on Exhibits C and has good right to grant and convey the Temporary Easement herein to Roers.

Roers agrees to use its best efforts to reduce the impact on the Landowner's Property and to restore disturbed areas in the Temporary Easement Area to as good or better condition as it was prior to this Agreement. Roers further agrees to use its best efforts not to block access to the Landowner's Property without prior notice to City.

During the performance of the services under this Easement, Roers shall maintain Commercial General Liability Insurance, with a limit of \$1,500,000 for any number of claims arising out of a single occurrence.

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.

[Remainder of this page has been intentionally left blank]

ROERS COTTAGE GROVE APARTMENTS LLC

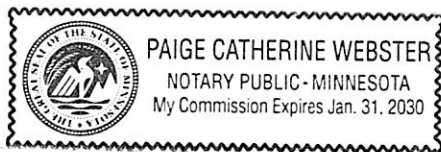
By: Roers Cottage Grove Manager LLC
Its: Manager

By: Roers Companies Project Holdings LLC
Its: Manager

By: 
Name: Brian Roers
Its: Manager

STATE OF MINNESOTA)
)
COUNTY OF Hennepin) ss.

The foregoing instrument was acknowledged before me on this 27th day of August, 2025, by Brian Roers, the Manager of Roers Companies Project Holdings LLC, the Manager of Roers Cottage Grove Manager LLC, the Manager of Roers Cottage Grove Apartments LLC, a Delaware limited liability company on behalf of said limited liability company.




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 LANDOWNER'S PROPERTY

The West 1/2 of the Northeast Quarter of the Southeast Quarter in Section 7, Township 27, Range 21, Washington County, Minnesota, lying southerly of the following described lines: Commencing at the NW corner of said NE 1/4 of the SE 1/4; thence S 00°11'26" W, along the West line of said NE 1/4 of the SE 1/4, a distance of 540.00 feet to the point of beginning of the lines to be described; thence S 89°48'42" E, a distance of 330.00 feet; thence S 48°14'54" E, a distance of 87.16 feet; thence S 89°48'42" E, a distance of 265.00 feet to the East of the West 1/2 of said NE 1/4 of the SE 1/4 and there terminating.

Except that part thereof described as follows: Commencing at the point at which the centerline of Pullman Avenue of St. Paul Park, Minnesota, extended Easterly intersects the Northeasterly line of the right of way of Old Highway 10 and 61: thence Northwesterly along the said Northeasterly line (which has an assumed bearing of N 45°51'04" W), for a distance of 271.59 feet, more or less, to the point at which the said Northeasterly line intersects the South line of the said W 1/2 of the Northeast Quarter of the Southeast Quarter, which is the point of beginning of the tract of land to be described; thence continuing Northwesterly along the said Northeasterly line for a distance of 28.91 feet to a point in said Northeasterly Line, thence S 89°22'04" E, along a line which is parallel to the said centerline of Pullman Avenue, extended Easterly, for a distance of 410.53 feet to a point; thence S 43°02'26" W, for a distance of 21.13 feet to a point in the South line of said West 1/2 of the Northeast Quarter of the Southeast Quarter; thence S 89°22'25" W, along the said South line for a distance of 375.38 feet, more or less, to the point of beginning.

Also except that part of said NE 1/4 of the SE 1/4 taken for MN DOT R/W PLAT NO. 82-19.

PID: 07.027.21.41.0004

Abstract Property

EXHIBIT B
LEGAL DESCRIPTION OF TEMPORARY EASEMENT AREA

EASEMENT #1

A 50.00 foot wide tract of land of the West Half of the Northeast Quarter of the Southeast Quarter of Section 07, Township 27, Range 21, Washington County, Minnesota, lying to the right of the following described line:

Commencing at the southeast corner of said West Half; thence on an assumed bearing South 89 degrees 35 minutes 24 seconds West, along the south line of said West Half, 140.38 feet; thence North 43 degrees 13 minutes 58 seconds East 20.97 feet; thence North 89 degrees 43 minutes 29 seconds West 124.10 feet to the point of beginning of the line to be described; thence continuing North 89 degrees 43 minutes 29 seconds West 230.00 feet and said line there terminating.

EASEMENT #2

A 32.00 foot wide tract of land of the West Half of the Northeast Quarter of the Southeast Quarter of Section 07, Township 27, Range 21, Washington County, Minnesota, lying to the right of the following described line:

Commencing at the southeast corner of said West Half; thence on an assumed bearing South 89 degrees 35 minutes 24 seconds West, along the south line of said West Half, 1.43 feet to the point of beginning of the line to be described; thence continuing South 89 degrees 35 minutes 24 seconds West 124.00 feet and said line there terminating.

EASEMENT #3

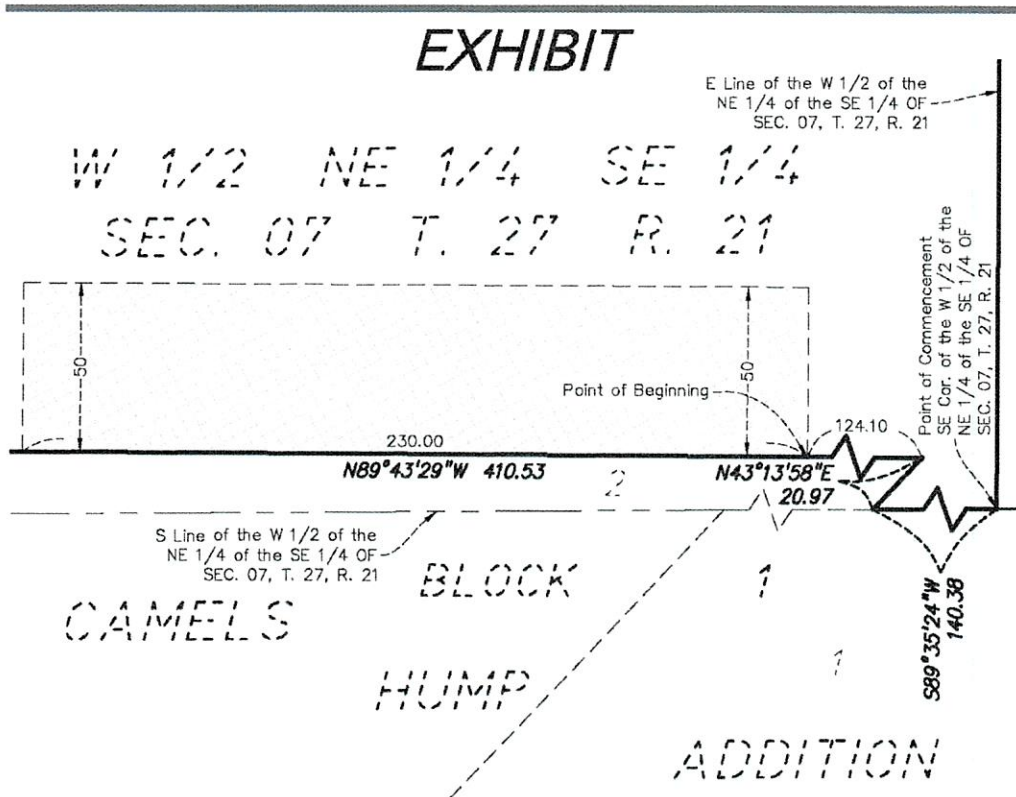
A 6.00 foot wide tract of land of Lot 2, Block 1, FRATTALONE'S SOUTHPOINT RIDGE, Washington County, Minnesota, lying to the left of the following described line:

Commencing at the most northerly northwest corner of said Lot 2; thence on an assumed bearing South 23 degrees 06 minutes 57 seconds West, along the northwest line of said Lot 2, a distance of 17.20 feet to the point of beginning of the line to be described; thence continuing South 23 degrees 06 minutes 57 seconds West 68.00 feet and said line there terminating.

And a 6.00 foot wide tract of land of said Lot 2 lying to the left of the following described line:

Commencing at the point of termination of the above described line; thence continuing South 23 degrees 06 minutes 57 seconds West 58.79 feet to the point of beginning of said line to be described; thence continuing South 23 degrees 06 minutes 57 seconds West 60.00 feet and said line there terminating.

EXHIBIT C
DEPICTION OF TEMPORARY EASEMENT AREA – EASEMENT #1



SCALE IN FEET



TEMPORARY CONSTRUCTION EASEMENT
 AREA = 11,500± SQ. FT.

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

Max L. Stanislawski

Max L. Stanislawski - PLS

License No. 48988

04/04/25

Date

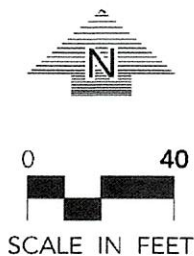
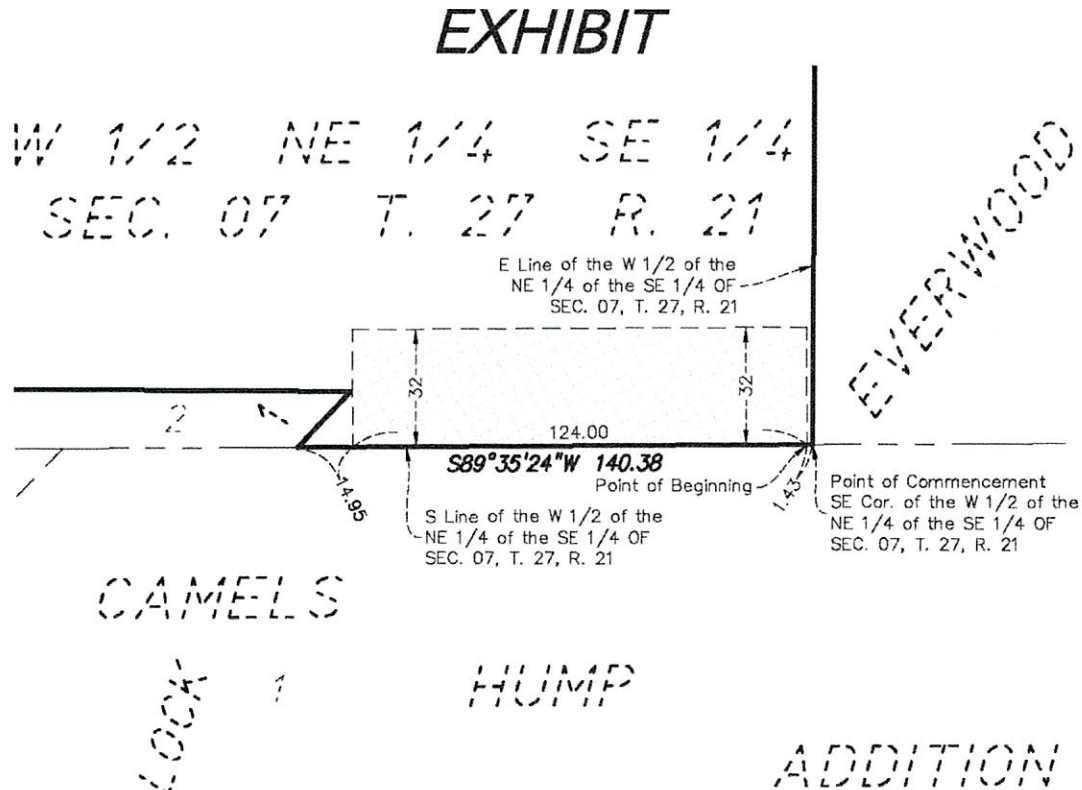


LOUCKS

Loucks Project No. 23258

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EXHIBIT C
DEPICTION OF TEMPORARY EASEMENT AREA – EASEMENT #2



TEMPORARY CONSTRUCTION EASEMENT
 AREA = 3,968± SQ. FT.

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

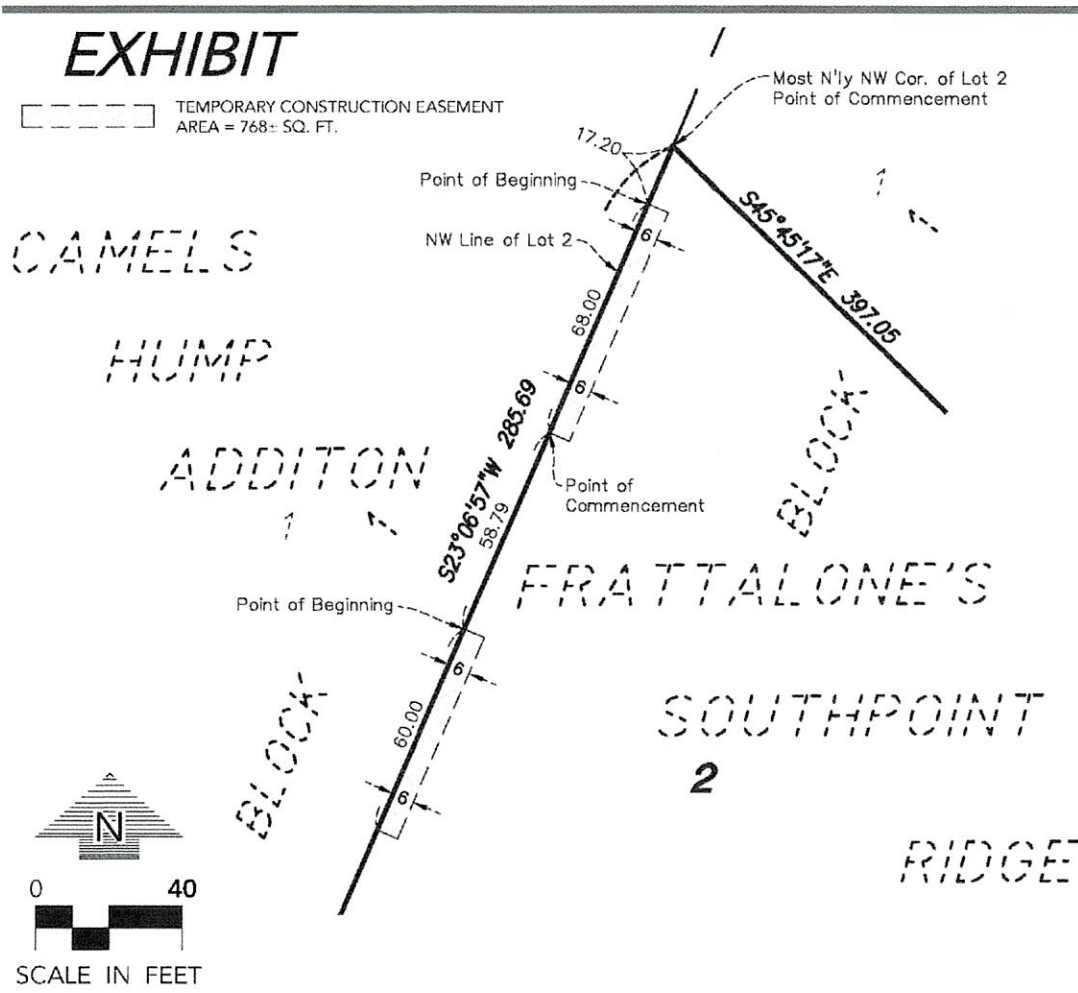
Max L. Stanislawski
 Max L. Stanislawski - PLS License No. 48988

04/04/25
 Date

LOUCKS
 Loucks Project No. 23258

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EXHIBIT C
DEPICTION OF TEMPORARY EASEMENT AREA – EASEMENT #3



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

Max L. Stanislawski

Max L. Stanislawski - PLS

License No. 48988

04/04/25

Date

LOUCKS

Loucks Project No. 23258

40401118v5

PERMANENT EASEMENT AGREEMENT FOR RETAINING WALL IMPROVEMENTS

This AGREEMENT made this ___ day of _____, 2025, by and between the City of Cottage Grove, a Minnesota municipal corporation (hereinafter the “City”) and Roers Cottage Grove Apartments LLC, a Delaware limited liability company (the “Owner”).

WHEREAS, the Owner owns the real property situated in the City of Cottage Grove, County of Washington, State of Minnesota, legally described as follows:

Lot 1, Block 1, CAMELS HUMP ADDITION.

(hereinafter the “Owner’s Property”);

WHEREAS, the City owns the real property situated in the City of Cottage Grove, County of Washington, State of Minnesota, legally described on the attached Exhibit A (hereinafter the “City’s Property”);

WHEREAS, the Owner will construct a retaining wall entirely on the Owner’s Property (hereinafter the “Retaining Wall”), with related improvements (hereinafter the “Retaining Wall Improvements”) that will need to be located on a portion of City’s Property the portion of which is legally described on Exhibit B and depicted on Exhibit C, attached hereto and incorporated herein;

WHEREAS, once constructed, the Retaining Wall and related improvements shall be maintained and repaired by the Owner;

WHEREAS, the City and Owner desire to set forth their understanding with respect to the construction, repair and maintenance of the Retaining Wall and related improvements.

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 of Retaining Wall. The Owner, at its sole cost and expense, agrees to construct the Retaining Wall on the Owner's Property, with Retaining Wall Improvements within the location described on Exhibit B and depicted on Exhibit C, in accordance with the approved construction plans and specifications on file with the City.

2. Permanent Easement for the Owner over City's Property to Access Retaining Wall Improvements. The City hereby grants and conveys to the Owner its successors and assigns, the following:

A permanent non-exclusive easement for Retaining Wall Improvements and for access for the maintenance of the Retaining Wall and Retaining Wall Improvements all such purposes ancillary, incident, and related thereto, including grading, sloping and construction purposes in accordance with any plans and specifications approved by the City (hereinafter "Permanent Easement") under, over, across, through and upon the City's Property.

EXEMPT FROM STATE DEED TAX

This Permanent Easement shall not be construed to allow the Owner to erect any buildings, structures or facilities of a permanent nature on the City's Property other than the Retaining Wall Improvements. The Owner shall, at its own expense, restore any damage to City's Property caused by the Owner's activities hereunder to its original condition as existing before any maintenance activities were performed by the Owner as part of this Agreement.

The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of the Retaining Wall Improvements and all improvements ancillary and access to the Retaining Wall and Retaining Wall Improvements, incident or related thereto, under, over, across, through and upon the City's Property.

City reserves the right to use the City's Property for all purposes which are not inconsistent with the rights herein conveyed, and nothing contained herein shall impair any right of the City to use the City's Property in any manner, so long as the same shall not permanently affect the enjoyment of the Retaining Wall Improvements by the Owner.

The City, for itself and its successors and assigns, does hereby warrant to and covenant with the Owner, its successors and assigns, that it is well seized in fee of the City's Property and has good right to grant and convey the Permanent Easement.

3. Owner's or City's Default. In the event of default by the Owner or City as to any of the work to be performed by hereunder, following at least thirty (30) days prior written notice and the 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 responsible party 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 perform the work. In the case of weather-related delays or for other good cause, the cure period may be extended by the City, at its discretion.

4. Binding Effect. This Agreement shall run with the land and shall be binding upon Owner's and the City's successors and assigns. 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.

5. 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 Owner or its successors or assigns shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute, Chapter 466.

6. 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 WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the day and year first above written.

[remainder of page intentionally blank]

**OWNER:
ROERS COTTAGE GROVE APARTMENTS LLC**

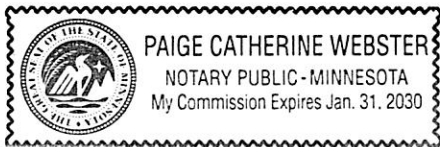
By: Roers Cottage Grove Manager LLC
Its: Manager

By: Roers Companies Project Holdings LLC
Its: Manager

By: 
Name: Brian Roers
Its: Manager

STATE OF MINNESOTA)
)
COUNTY OF Hennepin) ss.

The foregoing instrument was acknowledged before me on this 27th day of August, 2025, by Brian Roers, the Manager of Roers Companies Project Holdings LLC, the Manager of Roers Cottage Grove Manager LLC, the Manager of Roers Cottage Grove Apartments LLC, a Delaware limited liability company on behalf of said limited liability company.




Notary Public

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 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

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 CITY'S PROPERTY

The West 1/2 of the Northeast Quarter of the Southeast Quarter in Section 7, Township 27, Range 21, Washington County, Minnesota, lying southerly of the following described lines: Commencing at the NW corner of said NE 1/4 of the SE 1/4; thence S 00°11'26" W, along the West line of said NE 1/4 of the SE 1/4, a distance of 540.00 feet to the point of beginning of the lines to be described; thence S 89°48'42" E, a distance of 330.00 feet; thence S 48°14'54" E, a distance of 87.16 feet; thence S 89°48'42" E, a distance of 265.00 feet to the East of the West 1/2 of said NE 1/4 of the SE 1/4 and there terminating.

Except that part thereof described as follows: Commencing at the point at which the centerline of Pullman Avenue of St. Paul Park, Minnesota, extended Easterly intersects the Northeasterly line of the right of way of Old Highway 10 and 61; thence Northwesterly along the said Northeasterly line (which has an assumed bearing of N 45°51'04" W), for a distance of 271.59 feet, more or less, to the point at which the said Northeasterly line intersects the South line of the said W 1/2 of the Northeast Quarter of the Southeast Quarter, which is the point of beginning of the tract of land to be described; thence continuing Northwesterly along the said Northeasterly line for a distance of 28.91 feet to a point in said Northeasterly Line, thence S 89°22'04" E, along a line which is parallel to the said centerline of Pullman Avenue, extended Easterly, for a distance of 410.53 feet to a point; thence S 43°02'26" W, for a distance of 21.13 feet to a point in the South line of said West 1/2 of the Northeast Quarter of the Southeast Quarter; thence S 89°22'25" W, along the said South line for a distance of 375.38 feet, more or less, to the point of beginning.

Also except that part of said NE 1/4 of the SE 1/4 taken for MN DOT R/W PLAT NO. 82-19.

PID: 07.027.21.41.0004

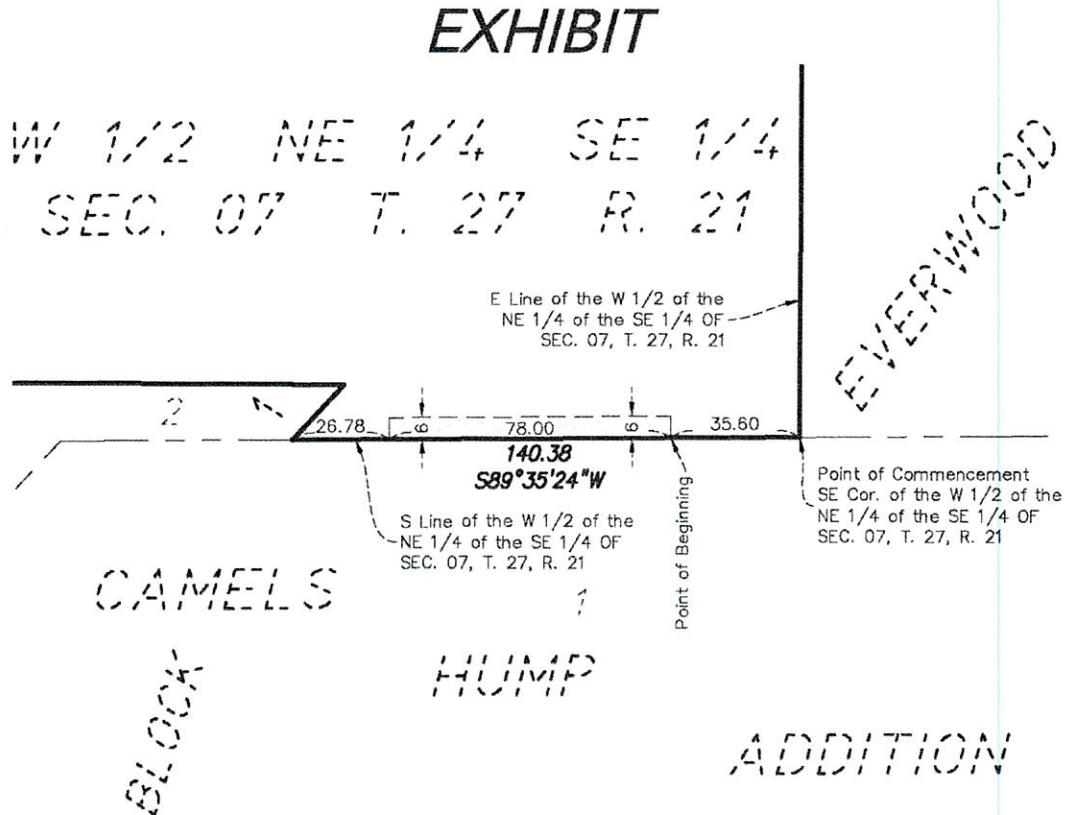
Abstract Property

EXHIBIT B
LEGAL DESCRIPTION OF THE RETAINING WALL IMPROVEMENT'S LOCATION

A 6.00 foot wide tract of land of the West Half of the Northeast Quarter of the Southeast Quarter of Section 07, Township 27, Range 21, Washington County, Minnesota, lying to the right of the following described line:

Commencing at the southeast corner of said West Half, thence on an assumed bearing South 89 degrees 35 minutes 24 seconds West, along the south line of said west half, 35.60 feet to the point of beginning of the line to be described; thence continuing South 89 degrees 35 minutes 24 seconds West 78.00 feet and said line there terminating.

EXHIBIT C
DEPICTION OF RETAINING WALL IMPROVEMENT'S LOCATION



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0 40
SCALE IN FEET

RETAINING WALL EASEMENT
AREA = 468± SQ. FT.

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

Max L. Stanislawski
Max L. Stanislawski - PLS

License No. 48988

04/04/25
Date

LOUCKS
Loucks Project No. 23258

40401077v4



City Council Action Request

11.A.

Meeting Date 9/3/2025

Department Finance

Agenda Category Action Item

Title Adopt Preliminary Property Tax Levy

Staff Recommendation Adopt Resolution 2025-121, Adopting the Proposed Preliminary 2025 Property Tax Levy Collectible in 2026.

Budget Implication N/A

Attachments

1.	Memo Preliminary Property Tax Levy Adoption
2.	2025-121 Resolution Adopting Preliminary Tax Levy



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

From: Brenda Malinowski, Finance Director

Date: September 3, 2025

Subject: 2025 Preliminary Property Tax Levy Collectible 2026

INTRODUCTION

The City is required to adopt a preliminary property tax levy each year by September 30th. The preliminary levy is used by Washington County to prepare the notices of estimated property taxes. These notices are mailed to each property owner in November. The notice will include the public meeting where the budget will be discussed. This meeting will take place on December 3rd at 7:00 pm at Cottage Grove City Hall. At the December 3rd meeting, the final tax levy will be adopted. The final tax levy can be lower than the preliminary levy, but it cannot be more than the preliminary levy.

The annual budget process is guided by policies, ordinances, and the Strategic Plan which have been adopted by the City Council. Four Strategic Directions have been used throughout the budget process.

- Engaging residents where they are
- Continuing sustainable growth
- Making Cottage Grove a recreation destination
- Remaining an employer of choice

A ten-year Financial Management Plan (FMP) was completed in 2023 that included all current and future operating costs, equipment replacement, the capital improvement plan, existing and future debt, and tax base growth. The FMP is based on certain assumptions such as expenditure increases at 4% and non-property tax revenue increases at 2%. The FMP also included a 2% increase in taxable value on the median home. The outcome of the FMP was to target a city property tax increase of \$100 per year on the median home although an increase of \$100 was needed in the first year. The FMP was used in the preparation of the 2026 property tax levy and budget.

The 2026 budget process began in January with the strategic planning session. In addition, there were four budget workshops held from April through August. During these workshops budget requests were reviewed by the Council and the impacts of these requests on the property tax levy were analyzed including the effects on future budgets.

DISCUSSION

Taxable Values

Washington County sets the taxable values for the City. Preliminary estimates from Washington County include an increase in taxable values of 6.47%. Approximately 50% of this change is due to new construction and 50% of this change is due to increases in existing values. The median home increased in value by 3.39%.

Preliminary Values	Final Pay 2025	August Estimate for Pay 2026	% Change
Estimated Market Values	\$6,369,508,200	\$6,764,223,100	6.20%
Taxable Market Values	\$6,120,695,600	\$6,507,597,500	6.32%
New Construction	\$175,296,900	\$168,170,700	-4.07%
Tax Capacity	\$68,560,468	\$72,930,034	6.37%
Local Taxable Value	\$62,300,128	\$66,333,212	6.47%

Property Tax Levy

The property tax levy for 2026 is proposed to increase by 14.92%.

	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

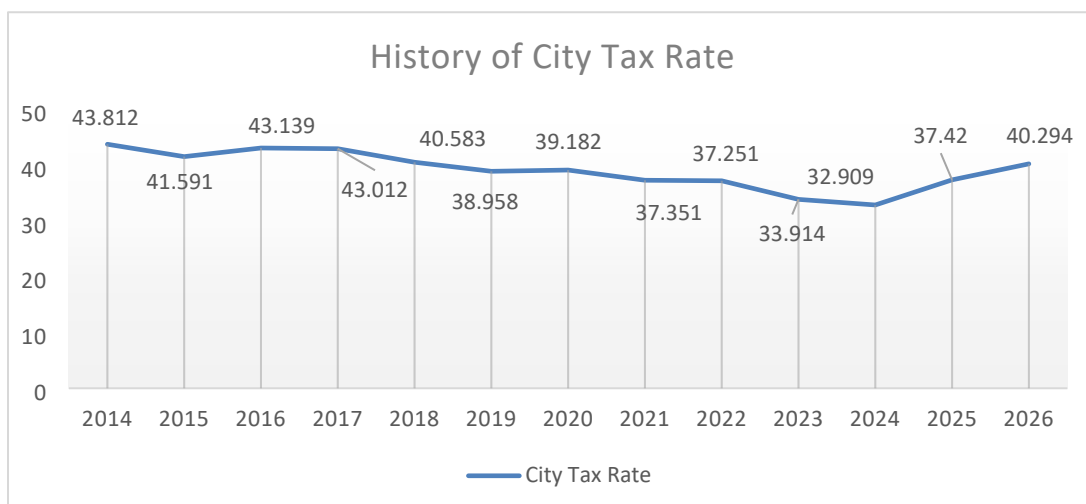
	2025 Budget	2026 Proposed	2027 Proposed
Combined Property Tax Levies			
Total	\$26,128,100	\$30,027,500	\$32,849,050
		14.92%	9.40%

Changes in the property tax levy are as follows.

- The chief operating budget is the General Fund and contains the cost centers for police, fire, public works, and parks & recreation. The property tax levy for the General Fund will increase 9.76% to fund current operating costs, including salaries and benefits per settled union contracts.
- A property tax levy for EMS is included for the first time in the 2026 tax levy. Due to declining reimbursements for EMS services, a property tax levy is now necessary to fund this service as discussions continue on how to operate and fund the EMS service.
- The Equipment levy is necessary to fund the equipment that is needed to be replaced in 2026 to provide the same level of service to the community.
- The Municipal Building levy will fund the interfund loan for the PS/CH building, and building maintenance repairs identified in the PS/CH and Central Fire facilities maintenance study completed in 2025.
- The EDA levy is necessary to fund the current year operating costs of the EDA fund.
- The Park Improvement levy is a new levy to fund park improvements as identified in the preparation of the FMP.
- The Debt levy is necessary to fund the principal and interest payments for bonds that have been issued in the past for various pavement management, building projects, and equipment purchases.

Property Tax Rate and City Property Taxes

The City's Property tax rate is calculated by dividing the Net Tax Levy (Gross Levy less Fiscal Disparities Distribution) by the Local Taxable Value. Based on the proposed property tax levy, the tax rate for 2026 is estimated to be 40.294%. The HRA levy is included in the tax rate calculation for 2025 and 2026.



Based on the preliminary values from the County and the proposed property tax levy, the 2026 tax impacts for the median home is shown below:

Property	2025		2026		% Increase Market Value	City Property Tax Change
	Market Value	City Property Tax	Market Value	City Property Tax		
Median Home	\$357,100	\$1,282	\$369,200	\$1,434	3.39%	\$152

Based on the proposed property tax levies and the assumptions in the FMP, the impact to the median home is as follows through 2035.

	2024 Actual	2025 Actual	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Median Home	\$71	\$85	\$152	\$111	\$107	\$97	\$86	\$106	\$84	\$80	\$87	\$67

2024 through 2026 totals \$308. The FMP targeted \$110 for 2024 and \$100 per year after 2024. While the 2026 increase is higher than the FMP, the 3-year change is lower than the FMP.

Budget Accomplishments

The 2026 proposed budget accomplishes several important objectives:

- Continues to provide the same level of city services including but not limited to police, fire, street, snowplowing, parks, and recreation services.
- City continues to be well positioned to respond to changes in the economy and economic uncertainty.
- Demonstrates stewardship of capital assets by including the replacement of capital equipment and city infrastructure that have been identified in the Financial Management Plan and Capital Improvement Plan.
- Maintains the distinction to be an employer of choice.
- Provides managed growth in staffing positions needed for a growing community, by including new positions in the 2026 budget.
- Meets the debt service requirements for all existing debt by funding these requirements with the property tax levy.
- Maintains the fund balance target for the General Fund.

Operating Budget Highlights

Personnel

- The 2026 Budget includes the following new positions:
 - Police Officer (49th position)
 - Building Inspector (fund with permit revenue). This position has been left vacant since the 2024 budget.
 - Engineering Technician (fund with ROW permit revenue)

- Recreation seasonal positions (offset with revenues)
- Three six-month seasonal positions for parks
- Replace EDA Director position with EDA Manager position.
- Utilities Manager (funded by utility funds)
- Salaries for existing employees are included in budget as per the settled union contracts of 3% COLA and 3% Market adjustment.
 - Labor contracts for all unions will expire on 12/31/2026.
- .44% for Paid Family and Medical Leave have been included in the budget. The other 50% of this expense will be paid by the employees per the arranged agreement in the union contracts and the Personnel Policy for the Non-represented employees.
- Funds have been included in the 2026 budget for a compensation study to be completed in 2026, and for labor negotiation services that will be used to settle the contracts that will expire at the end of 2026.

Commodities and Contractual

- Commodities and contractual services have been included at a 2.5% increase. Internal service fund allocations have been included in the amount needed to fund current operating expenditures. In recent budgets, a 3% increase was included for commodities and contractual services but was lowered in the 2026 budget in order to balance the budget. A budget contingency has been included in the budget that can be utilized to fund these services if unexpected cost increases arise during the year.

Capital

- Included in the Equipment Replacement Fund is \$2.37 million of equipment purchases for 2026 with \$1.7 million of this to be funded with equipment certificates and \$927,700 will be funded with the property tax levy. The equipment replacement is necessary for providing the same level of service as in the past.

Discussion:

Adopt Resolution 2025-121, Adopting the Proposed Preliminary 2025 Property Tax Levy Collectible in 2026.

**CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2025-121
RESOLUTION ADOPTING THE PRELIMINARY 2025 TAX LEVY
COLLECTIBLE IN 2026**

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, that the following amounts are the proposed to be levied for the current year, collectible in 2026, upon the taxable property in the City of Cottage Grove for the following purposes:

	Total
General Levies	
General Fund	\$23,781,200
Public Safety/City Hall Interfund Loan	450,000
Economic Development	187,500
Emergency Medical Services (EMS)	70,000
Park Capital	190,000
Equipment Levy	927,700
Total General Levies	25,606,400
Debt Levies	
2016A GO Refunding Bonds (Ice Arena)	200,000
2017A GO Capital Improvement Plan Bonds (Fire Station)	510,000
2019A GO Capital Improvement Plan Bonds (HERO)	294,200
2019B GO Equipment Certificates (Ice Arena)	350,100
2015A GO Improvement Bonds (Pavement Management)	318,300
2016B GO Improvement Bonds (Pavement Management)	200,000
2018A GO Improvement bonds (Ravine Parkway)	100,000
2021B GO Improvement Refunding Bonds (PM & Hinton)	536,600
2021A GO Improvement Bonds (Pavement Management)	230,000
2023A GO Improvement & Abatement Bonds (PM & Glacial Valley)	341,000
2024A GO Improvement Bonds (PM, SROP, & Equipment)	549,400
2025A GO Improvement Bonds (PM & Equipment)	649,000
Total Debt Levies	4,278,600
Total Property Tax Levy	\$29,885,000

BE IT FURTHER RESOLVED that there are sufficient sums of money in the Debt Service funds of the City which are irrevocably pledged, together with the above Debt levies to pay principal and interest in 2026 on all outstanding bond issues and internal loan obligations established by previous City Council resolutions and the deferred annual tax levies previously certified to the County Auditor are hereby cancelled and replaced by the above debt service levies.

Passed this 3rd day of September 2025.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



City Council Action Request

11.B.

Meeting Date 9/3/2025

Department Administration

Agenda Category Action Item

Title Hazardous Building Demolition - 8274 Hemingway Avenue South

Staff Recommendation Adopt Resolution 2025-134 ordering the removal of a hazardous building located at 8274 Hemingway Avenue South.

Budget Implication N/A

Attachments	1.	CC Memo re 463 Action 8274 Hemingway - 09-03-2025
	2.	Resolution 2025-134 - 463 Action - 8274 Hemingway ES
	3.	EXHIBIT A 463 Action violation evidence - 8274 Hemingway Ave S.
	4.	EXHIBIT B 8274 Hemingway Ave S Demo Memo 08-28-25 FINAL



To: Honorable Mayor Bailey and Members of the City Council
From: Kori Land, City Attorney
Date: September 3, 2025
Subject: Adoption of Resolution and Order to Demolish the Hazardous Building at 8274 Hemingway Ave. S

BACKGROUND

City staff is requesting that the City Council initiate a 463 Action to demolish a hazardous building located at 8274 Hemingway Ave. S, Cottage Grove, MN (the "Property"). The Property is a single-family residence owned by Jeffrey S. Brown (the "Owner").

Beginning around 2019, the City's Building Official Andy McLean and Samantha Drewry, the City's Code Enforcement Officer, have worked with the Owner to make the necessary repairs and maintenance to bring the Property into compliance with the City Code, State, and Federal building codes for exterior structures and potentially unsafe conditions.

Between July 2022 and October 2022, Ms. Drewry exchanged multiple emails with the Owner attempting to bring the home into compliance with all City code provisions. The Owner stopped responding to emails and no further communication was had with the City.

The City sent a compliance notice to the Owner with a compliance deadline of November 4, 2022. On November 1st and 9th 2022, staff inspected the Property. There were large sections of soffit hanging from the front of the home, extreme wear on the shingles of the roof, and large holes in the rotting wood of the fascia. No repairs were made by the Owner on the Property.

On 04/12/24, Public Safety completed a welfare check at the property in response to a citizen complaint. Chief Building Official Andrew McLean was called to the property due to the structure being unsecure, and police noting damage to the home from the front entry.

Mr. McLean and Ms. Dowry inspected the Property and found the entire rear of the home unsecure and open to the elements. A section of the roof had collapsed over the garage, and the patio door glass was broken, allowing water to enter the house. Because of the water intrusion, the basement ceiling collapsed, and the interior of the home had severe mold growth posing a hazard to human health. Staff were able to confirm the conditions through the unsecured doorways.

City Staff determined the home was unsanitary, structurally unsound, unfit for human occupancy, and condemned the Property. To prevent squatters and damage to the public from the hazardous building, a Condemnation Notice was posted on the Property, and the Cottage Groce

Parks Department secured the home. A letter was sent to the Owner at his last known address. The letter was returned to sender, and the Owner's current whereabouts are unknown.

Cottage Grove Public Works shut off water to the Property at the curb on October 22, 2024. Xcel Energy locked the gas meter and removed the electrical meter at the Property, but City staff was unable to verify the operation of electrical or mechanical systems due to the hazardous and unsafe conditions in the interior of the home.

Exhibit A attached to this email contains photographs of the Property from the City inspections and all compliance and violation notices sent to the Owner.

City Process to Authorize and Undertake a 463 Action

The City has authority to require a property owner to demolish, raze, and remove a hazardous building under Minnesota Statutes Section 463. If the Owner cannot be located, the City Council has the authority to correct or remove the hazardous property and specially assess the costs against the Property.

The process to pursue an action to remove a hazardous structure is articulated in Minn. Stat. § 463.15 to 463.251 and is as follows:

1. Official Report. City Staff prepares a report on the status of the structure to present to the City Council, articulating the facts that make the structure or property hazardous. This packet is that "official report" and includes pictures to support the conclusion.
2. City Council Resolution and Order. Based on the Official Report, the City Council then issues a Resolution and Order (the "Order") requiring the owner to repair, raze, or remove the hazardous conditions and the structure of the Property. The Order must provide the Owner a reasonable time to do so. In this case, the order is to demolish and remove the remaining portion of the Property on or before October 3, 2025.
3. Service of the Order. Once the Council approves the Order, the Order is served on the owner, any tenants, and all lienholders in the same manner as a civil court action. Within 20 days, the owner or a lienholder can serve an Answer specifying any facts in dispute. If the Owner cannot be found, the order shall be served by posting the order at the Property, and by publication in the official newspaper for a continuous four-week period.
4. Default Judgement. If the Owner does not file an answer and comply with the deadline in the Order (October 3, 2025) the City then files the Order with the court and asks for the Order to be enforced by default judgement. The court hears the presentation of evidence, affirms or modifies the Order, and enters judgement.
5. Enforcement of Judgement. If the judgement is not complied with in the time prescribed by the Judge's order the City may perform the work to raze and remove the hazardous structure and assess the costs as a special assessment against the Property.

6. Contested Case. If the Owner does file and serve an answer, the action follows the Rules of Civil Procedure which requires discovery, trial, and a judgement. If the Order is upheld following the trial, the court enters a judgement and sets a deadline to comply before the hazardous structure must be demolished or removed.

ACTION REQUESTED:

Based on the hazardous condition of the Property, the exposed interior of the home, and the severe risk to public health, we recommend that the Council approve the resolution and issues the Order requiring the Owner to demolish, raze, and remove the remaining portion of the Property.

Adopt the Resolution and Order to Remove the Hazardous Building

Enclosures:

Resolution and Order to Correct or Remove the Hazardous Building at 8274 Hemingway Ave.

Exhibit A – 8274 Hemingway Ave S 463 Action Evidence Packet

Exhibit B – Building Official Demolition Memo

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2025-134

**RESOLUTION AND ORDER TO CORRECT OR REMOVE THE HAZARDOUS
BUILDING AT 8274 HEMINGWAY AVENUE SOUTH, COTTAGE GROVE, MN**

WHEREAS the following Findings of Fact support the Order to Raze and Remove the hazardous structure located at 8274 Hemingway Avenue S, Cottage Grove, MN:

1. The Property is identified as that certain real property and its improvements, located at 8274 Hemingway Avenue, Cottage Grove, Washington County, Minnesota, legally described as:

Lot 18, Block 4, THOMPSON GROVE ESTATES 1ST ADDITION

(the "Property").

2. The Property is owned by Jeffrey S. Brown ("Owner").
3. The Property contains a single-family residential home.
4. On 4/24/19, staff inspected the front and exterior of the Property and noted deterioration and holes in the roof and shingles, soffit, fascia, and siding. The home was determined to be in violation of the International Property Maintenance Code (IPMC) section 304.1.1, Exterior Structure, Potentially Unsafe Conditions.
5. On or about 5/1/19, the City contacted the Owner about violations at the Property regarding unlicensed/inoperable vehicles and structure maintenance.
6. On 4/22/21, City staff inspected the front exterior of the property and determined that there had been no maintenance or repairs made to the home. The property remained in violation of IPMC code 304.1.1. A compliance letter was sent on 4/30/21. Additional exterior inspections were completed on 7/01/21 and 10/15/21. Staff did not notice that any maintenance or repairs had been made to the Property.
7. On 7/8/22, the Code Enforcement Officer reached out to the Owner by email to request an update and plan of action to bring the Property into

compliance. City Staff exchanged multiple emails over a period of several months with the Owner attempting to bring the Property into compliance with all city codes. Mr. Brown stopped responding to emails and no further communication was had with him.

8. On or about October 28, 2022, the City sent a Violation and Compliance Order to the Owner demanding that the Owner bring the Property into compliance.
9. On 11/1/22 and 11/9/22, City Staff inspected the Property. It was determined that no repairs had been made to the home. There were large sections of soffit hanging from the front of the home, extreme wear on the shingles of the roof, and large holes in the rotting wood of the fascia.
10. On 4/12/24, Public Safety completed a welfare check at the Property in response to a citizen complaint. The Building Official was called to the Property due to the structure being unsecure, and police noted damage to the home from the front entry.
11. On 4/17/24, the City posted a notice of condemnation on the Property and a letter was sent to the last known address of the Owner. The City secured the Property. The exterior of the Property is in disrepair and is lacking maintenance.
12. Soffit and fascia are rotten and hanging off the home and have several holes. There is a large hole in the roof of the garage and the shingles are extremely deteriorated with moss growth throughout.
13. The deck at the rear of the Property has almost completely collapsed due to rot and is structurally unsafe.
14. The sliding glass door on the deck as well as the back door leading into the basement are broken and were left open, allowing water and animal intrusion.
15. The interior of the Property was open and accessible for several years, from holes in the roof, as well as the unsecured basement and patio doors. Mice, birds, squirrels and other animals had easy access to the home through these entry points and holes in the soffit and fascia.
16. The ceiling of the basement has collapsed in several areas, and mold is prevalent throughout the entire home, likely due to water intrusion and being open to the elements for an extended period.
17. The electricity has been shut off making the home uninhabitable. Electrical systems are likely damaged beyond repair due to water intrusion and

damage from rodent infestation. Turning on electricity could potentially cause an electrical fire.

18. The heating system is likely unsafe and beyond repair due to the water intrusion from both the holes and deterioration to the roof, as well as burst water pipes throughout the home.
19. The unoccupied Property had extremely high-water usage in December 2023, indicating the pipes had frozen and burst. The water to the property was shut off at the curb on 10/22/24, by Cottage Grove Public Works. Due to lack of water, the home is uninhabitable.
20. In March 2025 Cottage Grove Public Safety attempted to locate the current residence of the Owner, which found an address in Belmont, North Carolina. City staff sent a letter to this address requesting that the Owner discuss options for the home with the City. The letter was returned to sender.
21. Currently the home is unfit for human occupancy and likely structurally unsound. The exterior is in extreme disrepair and the interior is hazardous due to the water intrusion, mold growth, collapsed ceiling and lack of electricity, heat and water. The cost to return the Property to a livable condition likely far exceeds the current value of the Property.

WHEREAS, on September 3, 2025, at the regular meeting of the Cottage Grove City Council, the City Council held a hearing on this matter and considered the evidence presented.

NOW, THEREFORE, BE IT RESOLVED, that based on the hearing and the information and evidence presented, the Cottage Grove City Council adopts the aforementioned Findings of Fact and finds that due to the significant damage and deterioration of the remaining portion of the structure, they create a hazardous condition that constitutes a hazard to the public safety, health and welfare, as defined in Minnesota Statutes, Chapter 463, and therefore, the structure must be razed and removed.

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

1. Jeffrey S. Brown, Owner of the Property at 8274 Hemingway Avenue S., Cottage Grove, MN, must demolish, raze and remove all portions of the structure, as well as any remaining debris by October 3, 2025.
2. Unless corrective action is taken or an Answer is filed within twenty (20) days of service, as provided in Minnesota Statutes, Section 463.18, a motion for summary enforcement of this Order will be made to the District Court of Washington County. If there is no compliance, the City will be

authorized to enter the Property and immediately raze and remove the structure, including the foundation, located on the Property. All costs associated with this action and of razing and removing structure may be a lien against the real estate, which may be levied and collected as a special assessment, as provided by Minnesota Statutes, Chapter 463.

Passed this 3rd day of September, 2025.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

May 1, 2019

Mr. Jeffrey Brown
8274 Hemingway Avenue South
Cottage Grove, MN 55016

Dear Mr. Brown:

Your property has been brought to our attention based on conditions in violation of the following City Codes:

Unlicensed/Inoperable Vehicle (Title 6-2-4)

All vehicles must be properly licensed and operable. Please ensure all vehicles parked on your property are properly licensed and operable at all times or stored within a building such as a garage or shed.

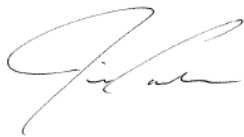
Structure Maintenance (Title 9-7-13)

The exterior walls and roof shall be substantially watertight and protected against vermin and rodents and be kept in sound condition and repair. Every exterior wall must be free of deterioration, holes, breaks, loose or rotting boards or timbers, and any other condition that could allow water intrusion within the interior portion of the walls or to the exterior spaces of the structure. The roof needs to be tight and have no defects that would allow water intrusion. Roof drainage shall be adequate to prevent moisture from causing dampness within the walls. All exterior wood surfaces, other than decay resistant woods, shall be protected from the elements and decay by paint or other protective covering or treatment. The roof soffit and fascia along with the siding on the bottom corner of the garage need to be repaired.

Please take the necessary steps to bring your property into compliance with the City's ordinances by **May 16, 2019**.

If you have any questions regarding this notice, please contact me at 651-458-2898 or jcarlson@cottagegrovemn.gov.

Sincerely,



Jim Carlson
Code Enforcement

April 30, 2021

Jeffery Brown
8274 Hemingway Ave S
Cottage Grove, MN 55016

Dear Property Owner:

Your property has been brought to our attention based on conditions in violation of the following City Codes:

Trash	Container	Storage	(Title	4-2-15B.1)
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All trash containers must always be stored completely out of public view other than during trash collection. Trash containers may be placed out for collection no earlier than 6:00 p.m. the night prior to trash collection and must be stored away no later than 6:00 p.m. the night of trash collection.

This is regarding the trash container in front of the garage at the time of inspection. Please ensure the trash container is being stored completely out of public view. Please take the necessary steps to bring your property into compliance with the above ordinance by **May 14, 2021**.

Structure Maintenance (Title 9-13-2 & IPMC Section 304)

The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety, or welfare.

The exterior walls and roof shall be substantially watertight and protected against vermin and rodents and be kept in sound condition and repair. The roof needs to be tight and have no defects that would allow water intrusion. Roof drainage shall be adequate to prevent moisture from causing dampness within the walls.

Dangerous Buildings (Title 9-1-2)

All buildings or structures which are structurally unsafe or are otherwise dangerous to human life, or which, in relation to existing use, constitute a hazard to safety or health or public welfare, by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, disaster damage or abandonment, as specified in the Building Code or any other effective ordinances, are, for the purpose of this section, unsafe buildings. All such unsafe buildings are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition, or removal in accordance with the procedure specified in the Building Code or by any other procedure provided by law.

This is regarding the roof and soffit of the house. Please repair or replace the roof and soffit so as to be substantially watertight and kept in sound condition and good repair.

Please take the necessary steps to bring your property into compliance with the City's ordinances by either obtaining a permit for roof repairs or contacting me with a plan for compliance by **May 14, 2021**.

If you are in need of funding assistance for the roof repair/replacement, the Washington County CDA offers multiple loan programs that could be of interest to you. Among these is the Home Improvement Loan Program. Further information can be found at <https://washingtoncountycda.org/housing-resources/home-improvement-programs/> or by contacting Elena Shulman via email at elenas@washingtoncountycda.org or via phone by calling 651-202-2823.

If you have any questions regarding this notice, please contact me at 651-458-2876 or cjakes@cottagegrovemn.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'Conner Jakes', is written over a light purple rectangular background.

Conner Jakes
Code Enforcement Officer

October 28, 2022

Jeffery Brown
8274 Hemingway Ave S
Cottage Grove, MN 55016

Dear Property Owner:

This letter is serving as a **Violation Warning and Compliance Order** as the conditions noted on your property remain in violation of City ordinances.

Structure Maintenance (Title 9-13-2 & IPMC Section 304)

The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety, or welfare.

The exterior walls and roof shall be substantially watertight and protected against vermin and rodents and be kept in sound condition and repair. The roof needs to be tight and have no defects that would allow water intrusion. Roof drainage shall be adequate to prevent moisture from causing dampness within the walls.

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This is regarding the roof and soffit of the house. Please repair or replace the roof and soffit so as to be substantially watertight and kept in sound condition and good repair.

Please take the necessary steps to bring your property into compliance with the City's ordinances by either obtaining a permit for roof repairs or contacting me with a plan for compliance by **November 4, 2022 avoid a Criminal Citation and court appearance.**

If you have any questions regarding this notice, please contact me at 651-458-2876 or sdrewry@cottagegrovemn.gov.

Sincerely,



Samantha Drewry
Code Enforcement Officer

April 19, 2024

BROWN JEFFREY S
8274 HEMINGWAY AVE S
COTTAGE GROVE, MN 55016

Re: Unsafe Conditions, 8274 Hemingway Ave S, Cottage Grove, MN 55016

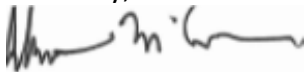
Dear Property Owner,

On April 12, 2024, I was notified of the structural damage and unsanitary conditions at the above-mentioned property. A condemnation Notice has been posted which must remain on site while the structure remains a hazard.

No occupancy or use of this structure is allowed until the Condemnation Notice has been removed by the Cottage Grove Building Division.

Please contact me with a plan of action for the home by **May 3, 2024**. I can be reached at 651-458-2892 or amclean@cottagegrovemn.gov with any questions or concerns.

Sincerely,



Andy McLean
Building Official

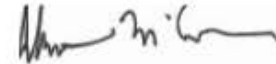
City of Cottage Grove, Minnesota

CONDEMNATION NOTICE UNSAFE CONDITIONS

ADDRESS: 8274 HEMINGWAY AVENUE SOUTH

City Code Title 9 Section 1-2.

The premises has been found to be unsafe due to structural instability and unsanitary conditions and poses a safety hazard to persons on or near the premises. The City of Cottage Grove is posting this building as unsafe on this day. No occupancy or use of the residential and storage structure is allowed.



Chief Building Official

04-17-24

Date Posted

IPMC Section 108.4.1

Any person who defaces or removes a condemnation placard without the approval of the Code Official shall be deemed guilty of a misdemeanor. (City Code Section 1.4.1)











04.24.2019





















8274

04.22.2021 09:36



07/01/2021 13:47







































































05/07/2024 15:50









10/22/2024 09:37









06/06/2025 14:49





To: Honorable Mayor and City Council Members
Jennifer Levitt, City Administrator
Emily Schmitz, Community Development Director

From: Andy McLean, Building Official

Date: August 26, 2025

Re: 8274 Hemingway Avenue South

Background:

The following report is based upon the investigation of Andy McLean, Building Official for the City of Cottage Grove:

Exterior inspections were conducted several times over the course of five years. A visual inspection from the unsecured doors was conducted to evaluate the interior.

Findings of Fact:

Inspections of the property were conducted from the exterior between 2019 and 2024 identifying significant exterior decay and damage. An interior visual inspection was conducted in April 2024 from the unsecured doorways and identified additional interior damage.

Heating/Ventilation:

The heating system is likely unsafe and beyond repair due to the water intrusion from both the holes and deterioration to the roof, as well as burst water pipes throughout the home.

Electrical:

The electricity has been shut off making the home uninhabitable. Electrical systems are likely damaged beyond repair due to water intrusion and damage from rodent infestation. Turning on electricity could potentially cause an electrical fire.

Plumbing:

The unoccupied property had extremely high water usage in December 2023, indicating the pipes had frozen and burst. The water to the property was shut off at the curb on October 22, 2024, by Cottage Grove Public Works. Due to lack of water, the home is uninhabitable.

Interior:

The interior of the home was open to the outdoors for an unknown period, from holes in the roof, as well as the unsecured basement and patio doors. Mice, birds, squirrels and other animals had easy access to the home through these entry points and holes in the soffit and fascia.

The ceiling of the basement has collapsed in several areas, and mold is prevalent throughout the entire home, likely due to water intrusion and being open to the elements for an extended period.

Exterior:

The exterior of the home is in disrepair and is lacking maintenance. Soffit and fascia are rotten and hanging off the home and have several holes. There is a large hole in the roof of the garage and the shingles are extremely deteriorated with moss growth throughout. The deck at the rear of the home has almost completely collapsed due to rot and is structurally unsafe. The sliding glass door on the deck as well as the back door leading into the basement are broken and were left open, allowing water and animal intrusion. The City of Cottage Grove Parks department secured these access points when the home was condemned in April 2024.

Conclusion:

Currently the home is unfit for human occupancy and likely structurally unsound. The exterior is in extreme disrepair and the interior is hazardous due to the water intrusion, mold growth, collapsed ceiling and lack of electricity, heat and water. The cost to return the home to a livable condition likely far exceeds the current value

Please see all relevant photos attached below.

04/24/19 Inspection Photos







04/22/21 Inspection Photos









07/01/21 Inspection Photos





07/01/2021 13:46



07/01/2021 13:47



10/15/21 Inspection Photos









11/01/22 Inspection Photos





11/09/22 Inspection Photos





04/17/24 Inspection Photos and Condemnation placard





















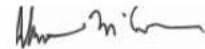
City of Cottage Grove, Minnesota

CONDEMNATION NOTICE UNSAFE CONDITIONS

ADDRESS: 8274 HEMINGWAY AVENUE SOUTH

City Code Title 9 Section 1-2.

The premises has been found to be unsafe due to structural instability and unsanitary conditions and poses a safety hazard to persons on or near the premises. The City of Cottage Grove is posting this building as unsafe on this day. No occupancy or use of the residential and storage structure is allowed.



Chief Building Official

04-17-24

Date Posted

IPMC Section 108.41

Any person who defaces or removes a condemnation placard without the approval of the Code Official shall be deemed guilty of a misdemeanor. (City Code Section 1.4.1)



City Council Action Request

13.A.

Meeting Date	9/3/2025		
Department	Community Development		
Agenda Category	Presentation		
Title	Amrize Nelson Mine – Final Environmental Impact Statement		
Staff Recommendation	Receive the presentation and offer feedback to staff.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>Nelson Mine FEIS CC Memo 2025-9-3</td></tr></table>	1.	Nelson Mine FEIS CC Memo 2025-9-3
1.	Nelson Mine FEIS CC Memo 2025-9-3		



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

FROM: Beth Elliott and Courtney Bot, Stantec
Emily Schmitz, Community Development Director

DATE: August 28, 2025

RE: Amrize Nelson Mine – Final Environmental Impact Statement

Meeting Purpose

The Amrize (formerly Holcim and Aggregate Industries) proposal to move its mine area on Lower Grey Cloud Island to approximately 395 acres of privately-owned land has completed its Draft Environmental Impact Statement (EIS) and is now ready for review of the Final EIS.

Pursuant to Minnesota Rules for nonmetallic mineral mining, the City of Cottage Grove is acting as the Responsible Governmental Unit (RGU) to support the EIS process. Past actions by the Cottage Grove City Council related to the EIS process have included:

- May 4, 2022 – Adoption of the Final Scoping Decision Document (SDD)
- November 13, 2024 – Determination of completeness for the Draft EIS and distribution for public comment.

This EIS process occurs when a project requires a mandatory EIS according to Minnesota Rules 4410.2000, Subpart 2. The EIS Scoping process occurs before the preparation of an EIS and is intended to reduce the scope and bulk of the EIS by identifying only the potentially significant issues related to the project, outlining the EIS document and preparation timeline, and determining the permits that require information to be developed concurrently to the EIS. The Scoping Decision Documents were published with the Environmental Quality Board (EQB) for a 30-day public review and comment period beginning March 15, 2022. As the RGU, the City of Cottage Grove hosted an informational meeting on the proposed project on March 28, 2022, during the regularly scheduled Planning Commission meeting. Details of the Draft EIS publication and comment period are described under *EIS Schedule*.

The purpose of this City Council workshop is to review progress in the EIS process from Draft to Final EIS, including comments from agencies and the public that have resulted in revisions to the document.

Background/Proposal

Amrize (formerly Holcim and Aggregate Industries) is proposing to move its mine area, which supports the existing Nelson Sand & Gravel Mine Facility, onto an approximately 395-acre parcel of privately owned land that the company leases in the backwaters of the Mississippi River on Lower Grey Cloud Island. The planned shift in mine area would take place during a 20- to 25-year period. Amrize has been mining at the existing Nelson Sand & Gravel Mine Facility since the

early 1950s when the J.L. Shiely Company (then known as Aggregate Industries, now known as Amrize) entered into a lease agreement with the private landowner. A form of this lease agreement remains in place between the private landowner and Amrize today.

The existing Nelson Sand & Gravel Mine Facility mines aggregate in the Lower Grey Cloud Island deposit and will exhaust its currently accessible minable reserves in approximately five years given the current rate of mining, market trends, and geologic variations at the site. The proposed Project's purpose is to exercise Amrize's lease to continue mechanical dredging operations in an adjacent backwaters area of the Mississippi River to supply to the Twin Cities and other local markets with construction quality natural aggregate for an additional 20 to 25 years.

The mined material will extend the functionality of the existing Nelson Sand & Gravel Mine processing facilities and ship the aggregate to market using the existing Amrize barge system. Amrize is in business to support the demand for high quality natural aggregate in the Twin Cities metropolitan market.

An Environmental Impact Statement (EIS) must be prepared for this project as it exceeds the thresholds identified below from Minnesota Administrative Rules (Minnesota Rules) where the City of Cottage Grove is the Responsible Government Unit (RGU):

- 4410.4400, Subpart 9B – development of a facility for the extraction or mining of sand, gravel, stone, or other nonmetallic minerals other than peat, which will excavate 160 acres of land or more to a mean depth of 10 feet or more during its existence, the local governmental unit is the RGU.
- 4410.4400, Subpart 9C – development of a facility for the extraction or mining of sand, gravel, stone, or other nonmetallic minerals other than peat, which will excavate 40 or more acres of forested or other naturally vegetated land in a sensitive shoreland area or 80 or more acres of forested or other naturally vegetated land in a non-sensitive shoreland area, the local governmental unit is the RGU.

EIS Schedule

A Minnesota EIS requires extensive issue identification and analysis in three phases of work:

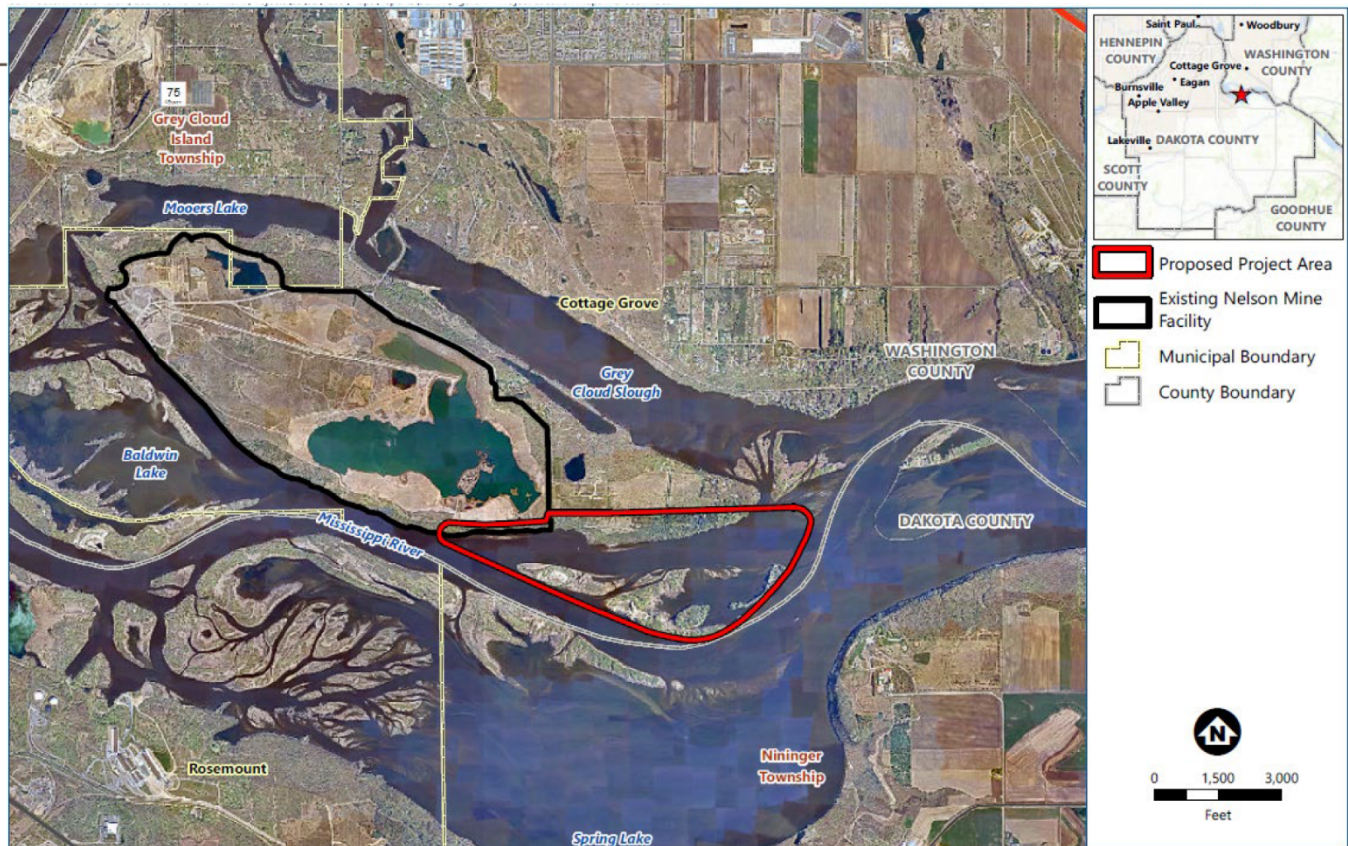
1. Scoping - Complete
2. Draft EIS – Complete
3. Final EIS – Current phase

The purpose of an EIS is to provide information for governmental units, the proposer of the project, and other persons to evaluate proposed projects that have the potential for significant environmental effects, to consider alternatives to the proposed projects, and to explore methods for reducing adverse environmental effects (Minnesota Rules 4410.2000 Subp. 1). A Draft EIS in particular, is the initial documented EIS statement prepared to be circulated for review and comment to all involved agencies. The RGU must deem the Draft EIS is “complete” (referring to the scope set out in the Final Scoping Document).

The Draft EIS was published on December 3, 2024, following the RGU's determination that the Draft EIS was complete. The publication initiated a 45-day comment period, and an Informational Public Meeting was held on December 19, 2024. Note: the comment period was expanded from

the required 30-day comment period to 45 days in recognition of the Christmas and New Year holidays. Seventy-six comment letters, emails, or meeting cards were received and responses developed in a new appendix to the document.

The current phase is the Final EIS. The Final EIS is prepared responsive to substantive comments received during the Draft EIS 45-day comment period. With the RGU's decision on completeness, the Final EIS is published/distributed for a public comment period of no less than 10 days. The RGU must thereafter consider a determination of "adequacy" for the EIS.



Project Location Map

Draft Environmental Impact Statement (DEIS) Content

Project Purpose and Need

When assessing the viability of various alternatives, and per Minnesota Rules (4410.2300 H), the EIS considers the fundamental need for the Project in addition to the environmental, employment, and sociological impacts of the proposed action and each major alternative.

The proposed Project's purpose is to exercise Holcim's lease to continue mechanical dredging operations in an adjacent backwaters area of the Mississippi River to supply to the Twin Cities and other local markets with construction quality natural aggregate for an additional 20 to 25 years.

As indicated by Minnesota's aggregate industry leaders and the Minnesota Legislature, aggregate reserves in the Twin Cities metropolitan area are limited and the need for the proposed Pro-

ject is to provide a continued local supply of construction-quality aggregate from a local, accessible source. Project beneficiaries include projects that require aggregate materials, such as road-way and other infrastructure projects, by providing a cost-competitive, local aggregate source.

Project Alternatives

The EIS must evaluate the “environmental, economic, employment, and sociological impacts” (Minnesota Rule 4410.2300, Item H.) of the Project and will compare the potentially significant impacts of the proposed Project with a No Action Alternative and other reasonable alternatives.

Nelson Mine Proposed Alternatives, as provided in the Draft EIS:

- A. No Action Alternative: No expansion of the existing Nelson Sand and Gravel Mine Facility
- B. Backwaters Project (proposed action): Moves mining area to 395-acre privately owned parcel in the Mississippi River backwaters
- C. Baldwin Lake: Moves mining area to privately-owned parcel in Mississippi River backwaters
- D. Coats Site: Off-Site, upland alternative. Greenfield construction of a new processing, ancillary, and transportation facilities
- E. Reduced Scale: Modified version of Alternative B, reducing mining area size by 40- acres.

DEIS Comments and Responses

Commenters

Comment letters and emails received on the Draft EIS fell into five general categories of commenters:

- Governmental Agencies
 - MN Department of Natural Resources (MDNR)
 - Minnesota Indian Affairs Council
 - MN Pollution Control Agency
 - National Park Service
 - US Army Corps of Engineer (USACE)
 - MN State Historic Preservation Office
 - Metropolitan Council
- Local Government
 - City of Rosemount
 - Washington County
 - Dakota County
- Sovereign Nation
 - Prairie Island Indian Community
- Organizations
 - Friends of the Mississippi River
 - MN Center for Environmental Advocacy
 - Upper Mississippi Waterway Association
 - Union of Operating Engineers
 - Aggregate & Ready Mix Association of MN

- Delta Waterfowl
- Concerned Nearby Residents
 - River Acres residents
 - Lower Grey Cloud Island residents
- Concerned Recreationalists/Additional Residents

Summary of Comments

Based on Minnesota Rules in 4410.2700, the Final EIS needs to respond to timely comments on the Draft EIS in a manner consistent with the scoping decision. An appendix (Appendix F) was added to the Final EIS that identifies the commenter, their individual comment, and then the response. Some comments resulted in changes to the EIS document, leading to the FEIS. There were three topics that received numerous comments that required review of the EIS content and revisions, and also a variety of other substantive comments necessitating thoughtful responses. The main topics are described below with the number of people who commented on that topic. The number of commenters does not include the numerous comments on the respective topics that may have come from one letter or email, only the number of actual commenters.

- Purpose and Need Statement
 - Concerns: Six (6) people commented on the purpose and need statement. Commenters raised concern about the statement being overly narrow and focused on private interests over the public interest. Concerns from the MDNR, Friends of the Mississippi River, and others have concerns that a potentially narrow statement limited the scope of the alternatives analysis.
 - Responses: At the request of the City of Cottage Grove and MDNR, the proposer studied an additional alternative called the Lakeland site that is adjacent to another Amrize mining operation. This has been added to Appendix A in the Final EIS. Additionally, responses to comments on this topic highlighted the reasonable range of alternatives studied without regard to whether they satisfy the proposer's business purposes. The alternatives screening report (Appendix A) describes a detailed, multifactor analysis performed to review a large portion (20-mile circumference) of the metro area for potential alternative sites.
- Cultural Resources and Tribal Engagement
 - Concerns: Nineteen (19) people commented on cultural resources and tribal engagement. Many commentors, whether state agencies, sovereign nations, or other interested parties, voiced concerns about possible impacts to potential burial mounds, on land and underwater. Similar comments expressed worry about the project using outdated investigation methods and guidelines. Other commenters asked about the use of an unanticipated discovery plan. Additionally, commenters were concerned about the level of interaction with sovereign nations during the EIS scoping and analysis process.
 - Responses: As a first step, additions were made to the EIS to better articulate the steps taken during the process to collect historic and archaeological data and how and when engagement took place with state agencies and sovereign nations. An unanticipated discovery plan has also been referenced in the EIS and responses clarify its details will be developed during agency permitting processes. Other responses to comments clarified Minnesota state EIS requirements compared to a federal environmental review process, including formal government-to-government

consultation. Upon initiation of a federal environmental review by the USACE, additional cultural resource review and tribal consultation may occur under USACE. As well, additional cultural resource review and tribal coordination may occur under the authority of other applicable permits/permitting agencies.

- Mississippi River Corridor Critical Area (MRCCA)
 - Concerns: Seven (7) people commented on MRCCA. The MDNR, National Park Service, and other agencies questioned the definition of “expansion” versus “new” mining facility. MRCCA rules prohibit “new nonmetallic mining” and the commenters believe the Nelson Mine proposal fits that definition.
 - Responses: Alternative B proposes expansion of mining operations that have operated continuously on an adjacent site since the 1950s. Additionally, the City’s MRCCA regulations do not prohibit expansion of nonmetallic mining operations. State law recognizes the principle that a diminishing asset, such as a mineral deposit, should be permitted to be mined to the extent of the entire deposit and not merely that area in which operations were being conducted at the time of the adoption of the ordinance (Hawkins v. Talbot, 248 Minn. 549 (1957)).
- Property Values
 - Concerns: Five (5) people commented on property values. Residents, particularly those living in the River Acres community, commented on how potential Nelson Mine noise and views will reduce their property values. They addressed the quiet and solitude of living on the river, ability to observe wildlife frequently, and enjoy river recreation with their families. Concerns related to the facility moving closer to their neighborhood, unnatural berms stark in their views, and losing the backwaters as a recreation location were also relayed.
 - Responses: Responses to these comments reflected that property values are affected by a number of factors best understood by the residential and real estate market and beyond the authority and expertise of the City of Cottage Grove as the RGU. Responses referred to the City of Cottage Grove establishment of comprehensive planning, zoning, and other tools that guide land use decisions. Additionally, Appendix C in the Final EIS includes vantage points in the viewshed analysis from the water adjacent to the River Acres community.
- Visual Impacts
 - Concerns: Twenty-Nine (29) people commented on views and visual impacts. As with the topic of property values, many commenters focused on how proposed berms would look from nearby parks and residential neighborhoods. Some commenters raised concerns about the view of the facility and light pollution from Spring Lake Park, including from Schaar’s Bluff.
 - Responses: Appendix C includes an analysis of vantage points taken in Spring Lake Park, including from Schaar’s Bluff. The top elevation of the berms is proposed to be approximately three feet higher than normal river level – this detail has been updated in the Final EIS. More details about the berm design will be developed as project design progresses through state and federal permitting.
- Recreation

- Comments: Twelve (12) people commented on recreation. Commenters expressed concern about losing valuable recreation spaces and hunting opportunities. This included concerns about duck hunting, boating in the backwaters, and enjoying the use of Spring Lake Park.
- Responses: The responses reflect the use of the land becoming industrial, and the proposed mining areas would be unavailable to the public for recreational use during project operations. Access to the boat launch, kayak trail, and island campsites will not be directly affected by the proposed project.
- Noise
 - Comments: Seventeen (17) people commented on noise. Comments identified concerns about moving the facility from an inland location to a water location, and how aquatic species may be impacted by the facility being moved to backwaters, particularly during spawning periods.
 - Responses: Responses were prepared for Final EIS Appendix F. The RGU had neutral subject matter specialists review the comments and it was deemed that the Draft EIS content and analysis was satisfactory.
- PFAS
 - Comments: Nine (9) people commented on PFAS. Some commenters expressed concern for PFAS seeping into groundwater from the dredging process.
 - Responses: The responses point commenters to the section of the EIS that analyzes contamination issues and reiterates that the Nelson Mine does not have any known PFAS sources on-site and sampling indicates there would likely be no restrictions on reuse or placement of dredged materials. Additionally, there is no groundwater/aquifer pumping associated with the project.

Next Steps

The intended action for the Cottage Grove City Council is to distribute the Final EIS during the October 1, 2025, meeting. It will be published in the EQB Monitor on October 14, 2025, for a public comment period that will end on October 28, 2025. Simultaneous with the Final EIS publication, responses to parties providing substantive comments would be delivered by the RGU (in the form of the comment/response table that will be the Final EIS, Appendix F). The City Council will act on the Final EIS's Determination of Adequacy on November 5, 2025.