



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

October 1, 2025

- 1 Call to Order
- 2 Pledge of Allegiance
- 3 Roll Call
- 4 Open Forum
- 5 Adoption of Agenda
- 6 Presentations
 - A County Attorney Update (Kevin Magnuson)
Staff Recommendation: Receive a personal introduction and an update from Kevin Magnuson, Washington County Attorney.
 - B Proclamation - Fire Prevention Week
Staff Recommendation: Proclaim the week of October 5-11, 2025 as Fire Prevention Week.
- 7 Consent Agenda
 - A City Council Regular Meeting Minutes (2025-09-03)
Staff Recommendation: Approve the September 3, 2025, City Council Regular Meeting Minutes.
 - B City Council Special Meeting Minutes (2025-09-03)
Staff Recommendation: Approve the September 3, 2025, City Council Special Meeting Minutes.
 - C Liquor License - Mi Pueblo Seis, LLC
Staff Recommendation: Authorize issuance of an on-sale intoxicating/Sunday liquor license to Mi Pueblo Seis, LLC, located at 7155 Jorgensen Lane South, Cottage Grove, MN.
 - D Accelerated Firefighter/Paramedic Recruitment Program Agreement
Staff Recommendation: Approve the Accelerated Firefighter/Paramedic Recruitment Program Agreement for Ryan Seykora.
 - E Cottage Grove Lions Fitness Equipment Donation
Staff Recommendation: Accept the donation of equipment in the amount of \$4,997.30 for the workout room at City Hall from the Cottage Grove Lions Club.
 - F Water Service on 110th Street South - Declaring Costs to be Assessed and Adopt Assessments
Staff Recommendation: Adopt Resolution 2025-146 to declare costs and adopt assessments for 110th Street South for water service installation.
 - G Peter Thompson Park Building Door Installation
Staff Recommendation: Authorize resolution 2025-120 awarding the Peter Thompson Park Building Door

Installation Project to Twin City Hardware in the amount of \$23,250 and authorize the Service Agreement between Twin City Hardware and the City of Cottage Grove.

H River Oaks Patio Furniture Purchase

Staff Recommendation: Authorize the purchase of patio furniture at River Oaks from By The Yard for \$90,183.39.

I Amrize Nelson Mine - Final Environmental Impact Statement

Staff Recommendation: Adopt Resolution 2025-147 authorizing the distribution of the Final Environmental Impact Statement for the Nelson Backwaters Project.

J Transition Building - Stormwater Management Facilities Agreement

Staff Recommendation: Approve the Stormwater Management Facilities Agreement between the City and South Washington County School District 833 for the Transition School Site located at 7000 Jamaica Avenue South; appropriate officials are hereby authorized to sign the Stormwater Management Facilities Agreement to effectuate this action.

K Settlers Bluff - Irrigation Encroachment Agreements

Staff Recommendation: 1) Approve the Encroachment Agreement with the Settlers Bluff Homeowner Association for existing irrigation lines installed in Outlots B and E of Settlers Bluff. 2) Approve the Encroachment Agreement with the Settlers Bluff Homeowner Association for existing irrigation lines installed in Outlot B of the Settlers Bluff 2nd Addition.

L Mississippi Landing - Irrigation Encroachment Agreement

Staff Recommendation: Approve the Encroachment Agreement with the Mississippi Landing Liberty Homes Association for existing private irrigation lines installed in Lots 4 and 5, Block 5, Lots 5 and 6, Block 4, and Outlot Q of the Mississippi Landing 1st Addition and proposed private irrigation lines to be installed in Lots 25 and 26, Block 2, and Outlot A of the Mississippi Landing 2nd Addition.

M Cooperative Agreement for Erosion and Sediment Control Inspection Database Migration and Management

Staff Recommendation: Approve the Cooperative Agreement between the City of Cottage Grove and the City of Woodbury for Erosion and Sediment Control Inspection Database Migration and Management.

8 Approve Disbursements

A Approve Disbursements

Staff Recommendation: Approve disbursements from 09-12-2025 through 09-25-2025 in the amount of \$5,325,127.11.

9 Public Hearings

10 Bid Awards

11 Regular Agenda

12 Council Comments and Requests

13 Workshops - Open to Public

A Ravine Parkway (85th Street to Keats Avenue) Feasibility Report

Staff Recommendation: Receive information on the draft Ravine Parkway (85th Street to Keats Avenue) Feasibility Report and provide feedback to staff.

14 Workshops - Closed to Public

15 Adjournment



City Council Action Request

6.A.

Meeting Date	10/1/2025
Department	Administration
Agenda Category	Action Item
Title	County Attorney Update (Kevin Magnuson)
Staff Recommendation	Receive a personal introduction and an update from Kevin Magnuson, Washington County Attorney.
Budget Implication	N/A
Attachments	None



City Council Action Request

6.B.

Meeting Date	10/1/2025		
Department	Public Safety		
Agenda Category	Presentation		
Title	Proclamation - Fire Prevention Week		
Staff Recommendation	Proclaim the week of October 5-11, 2025 as Fire Prevention Week.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>Fire Prevention Week Proclamation 2025</td></tr></table>	1.	Fire Prevention Week Proclamation 2025
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PROCLAMATION

Fire Prevention Week 2025

WHEREAS, the City of Cottage Grove is committed to ensuring the safety and security of all those living in Cottage Grove and visiting; and

WHEREAS, fire remains a serious public safety concern both locally and nationally, and the presence of lithium-ion batteries in many household devices introduces unique fire risks; and

WHEREAS, most of the electronics used in homes daily, including smartphones, tablets, laptops, power tools, e-bikes, e-scooters, and toys, are powered by lithium-ion batteries, which if misused, damaged, or improperly charged, can overheat, start a fire, or explode; and

WHEREAS, the National Fire Protection Association® (NFPA®) reports an increase in battery-related fires, underscoring the need for public education on the safe use of lithium-ion batteries; and

WHEREAS, residents should follow three key calls to action: buy only listed products, charge batteries safely, and recycle them responsibly to prevent battery-related fires; and

WHEREAS, lithium-ion batteries store a large amount of energy in a small space, and improper use such as overcharging, using off-brand chargers without safety certification, or exposing batteries to damage can result in fire or explosion; and

WHEREAS, the proper disposal and recycling of lithium-ion batteries help prevent environmental hazards and reduce fire risks in the home and community; and

WHEREAS, Cottage Grove first responders are dedicated to reducing the occurrence of fires through prevention, safety education, and community outreach; and

WHEREAS, the 2025 Fire Prevention Week™ theme, “Charge into Fire Safety™: Lithium-Ion Batteries in Your Home,” serves to remind us of the importance of using, charging, and recycling lithium-ion batteries safely to reduce the risk of fires in homes and communities;

NOW, THEREFORE, the Mayor and City Council of the City of Cottage Grove, County of Washington, State of Minnesota, hereby proclaim the week of October 5-11, 2025, as: “Fire Prevention Week” and urge all the Cottage Grove residents to make sure their homes have working smoke alarms and to support the many public safety activities and efforts of fire and emergency services.

Passed this 1st day of October 2025.

Myron Bailey
Mayor



City Council Action Request

7.A.

Meeting Date	10/1/2025		
Department	Administration		
Agenda Category	Action Item		
Title	City Council Regular Meeting Minutes (2025-09-03)		
Staff Recommendation	Approve the September 3, 2025, City Council Regular Meeting Minutes.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>2025-09-03 City Council Meeting</td></tr></table>	1.	2025-09-03 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

September 3, 2025

1. CALL TO ORDER

The City Council of the City of Cottage Grove, Washington County, Minnesota, held a regular meeting on September 3, 2025, at Cottage Grove City Hall, 12800 Ravine Parkway. Mayor Bailey called the meeting to order at 7:00 p.m. and said this meeting is being recorded by TruLens Community Media. You can view City meetings live and then 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; Joe Fischbach, HR Manager; Pete Koerner, Public Safety Director; Korine Land, City Attorney-LeVander, Gillen & Miller, PA; Brenda Malinowski, Finance Director; Emily Schmitz, Community Development Director.

4. OPEN FORUM

Mayor Bailey opened the Open Forum.

Hello, my name is Megan Voyles, I live at 7278 97th Street South in Cottage Grove, and I would like to invite all of the Council Members and the Mayor and anyone else in Cottage Grove to the Working Families Picnic; that is going to be hosted at Vermillion Falls Park on September 20 in Hastings. It's getting put on by the Senate District 41 DFL. We're going to have food and games and resources for families there. We're going to be having a Food Drive for the Hastings Family Services, so if you'd like to bring a donation, feel free. And, yeah, we just hope to have a fun time with everyone and get the word out for the picnic.

Mayor Bailey replied fantastic, and if I see this right, it's from 11:00 a.m. to 3:00 p.m. at Vermillion Falls Park, and that's located at 214 21st Street East in Hastings. That's awesome, he thanked Megan for sharing that with us.

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

5. ADOPTION OF AGENDA

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

6. PRESENTATIONS

A. Hispanic Heritage Month Proclamation

Staff Recommendation: Receive the Hispanic Heritage Month Proclamation.

Mayor Bailey said he asked Council Member Clausen to read the proclamation, then once he's done, I'll look to him to make the motion and then get a second.

Council Member Clausen said thank you, Mayor and Council. This is a proclamation honoring Hispanic Heritage Month, and he proceeded to read aloud the proclamation.

Mayor Bailey thanked Council Member Clausen for reading the proclamation.

Motion by Council Member Clausen to proclaim September 15, 2025, through October 15, 2025, as Hispanic Heritage Month in the City of Cottage Grove; second by Council Member Garza . Motion carried: 5-0.

7. CONSENT AGENDA

- A. Approve the July 23, 2025 City Council Special Meeting Minutes.
- B. Approve the July 30, 2025 City Council Special Meeting Minutes.
- C. Approve the August 6, 2025 City Council Special Meeting Minutes.
- D. Approve the August 6, 2025 City Council Regular Meeting Minutes.
- E. Approve the June 17, 2025 Economic Development Authority Meeting Minutes.
- F. Accept and place on file the minutes from the July 28, 2025 Planning Commission Meeting.
- G. 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. Approve the agreements with Fire Protection Services, Inc. and Fire Loss Prevention, LLC for fire Protection system plan reviews and inspections.
- I. Adopt Resolution 2025-116 restricting parking along the northbound lane of Granada Avenue where the median is present.
- J. Adopt Resolution 2025-128 approving the final payment in the amount of \$22,737.56 for the TH61 River Oaks RCUT Project.
- K. 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. Adopt Resolution 2025-124 awarding the Base Quote plus Alternate 1 for the 2025 Tree Planting Contract to Wilson's Nursery 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. Approve the proposed 2025-2026 Archery and Firearms Hunting Area Maps.

None of the Council Members wished to pull any Items from the Consent Agenda for further discussion and/or approval.

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

8. APPROVE DISBURSEMENTS

Staff Recommendation: Approve disbursements from 08-15-2025 to 08-28-2025 in the amount of \$6,616,996.90.

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

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.

Mayor Bailey said Samantha Pierret, Senior Planner, is going to walk us through this tonight.

Senior Planner Pierret said thank you, Mr. Mayor and Members of the Council. Tonight I am bringing to you various easement vacations for the Rohrs property as they intend to proceed to a closing date with the City and with Southpoint Ridge on September 30, 2025. So, in order to replat the property as the Camel's Hump Addition, which was approved by this body back in early 2024, we have various easements that do need to be vacated, including drainage and utility easements, a trail easement, and a pond access easement. That is the reason why we need to have this Public Hearing to vacate these easements tonight.

In conjunction with the Rohrs project, they do need to construct a very large retaining wall around the east and north sides of the property, so they will need temporary construction easements from the City to get their materials and their people onto the property to construct this retaining wall. There will also be some structural components, such as soil nails, that need to permanently remain crossing onto the City's property; so, a permanent retaining wall easement is also necessary.

With that, there are four items for you on the screen tonight, and I will stand for any questions if you have any.

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

Mayor Bailey opened the Public Hearing. As no one wished to speak on this item, Mayor Bailey closed the Public Hearing.

Motion by Council Member Thiede to 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; second by Council Member Garza. Motion carried: 5-0.

Motion by Council Member Garza to approve the establishment of a temporary construction easement for a retaining wall; second by Council Member Clausen. Motion carried: 5-0.

Motion by Council Member Clausen to approve the establishment of a permanent retaining wall easement; second by Council Member Olsen.

Mayor Bailey said now that it appears that they're actually getting to the point where they're actually going to build this thing, I would recommend that we do an update for the seniors at The Legends; this was a big question that they had was what's going on with this. I just want to mention that so we can maybe set something up, I'd be happy to go over and speak to them so they know what's going on.

Motion carried: 5-0.

10. BID AWARDS - None.

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.

Mayor Bailey said Brenda Malinowski, our Finance Director, will take us through this, and he thanked Brenda.

Director Malinowski said thank you, Mayor and Members of the Council, tonight before you sets the Preliminary Property Tax Levy for 2026. I have a short presentation.

This first slide is just to remind City Council that while this is the first time that you have seen me here in this room working on the budget, as you know, you've been working on it throughout the year; you started in January, had a budget workshop in April, did a Council workshop in July, did a follow-up budget workshop in August, and here we are this evening. Thank you to the City Council on the hours that you put in this year as you determined the budget and the Property Tax Levy. My thanks to our Department Directors and their teams as they combed through all the data, gave you accurate information so that you can make the decisions for that Property Tax Levy that's in front of you.

As you can see, tonight we're not done with this process. We'll certify that Preliminary Property Tax Levy to Washington County, and they will use it to prepare Property Tax Statements for each individual taxpayer in the City of Cottage Grove. They'll mail those out in November, and on that Property Tax Statement it'll show them the impact of their property taxes for next year. If they have any questions or comments, they will come here on December 3 to the City Council Meeting where you will receive those budget comments before you set that Final Property Tax Levy.

With the Property Tax Levy that is in front of you, there are several budget accomplishments that I wanted to outline:

- First, is that we're able to provide the same exceptional level of services to our community as we have in the past.
- Second, is we're demonstrating our stewardship of Capital Assets by including the replacement of them, whether it's Equipment or City infrastructure, such as Pavement Management. Those items were either identified in our Financial Management Plan (FMP) or our Capital Improvement Plan (CIP).
- We are positioned to respond to changes in the economy amid economic uncertainty.
- We are maintaining that distinction of being an Employer of Choice.
- We are meeting our Debt Service requirements. When we've issued debt in the past for Pavement Management or new buildings, street improvements, with that comes a principal and interest payment that's due each year, just like a mortgage. In 2026, those Debt Service requirements to pay those debts is included in the Property Tax Levy in front of you.

A little detail on the Property Tax Levy, you're going to want to concentrate on the middle column, or the 2026 Proposed Property Tax Levy, it's at \$29,885,000 for the City of Cottage Grove portion. Specifically, the first line is our General Fund Levy, it is increasing 9.76% since 71% of that General Fund are Operating Budget Funds, personnel and salaries, that is based on settled Union contracts for 2026 for our unions.

We are including an EMS Levy for the first time to fund operating costs at \$70,000.

Our Equipment Levy, when we did the 10-year FMP, we have about \$2 million in Equipment that needs to be funded each year, so we're starting to increase that levy gradually in order to fund those equipment needs so that we don't keep delaying those equipment replacement needs.

Our Municipal Building Levy is increasing by \$150,000; there was a Facility Maintenance Study for the next 10 years that was done for the Public Safety/City Hall and Central Fire Station, this is just starting to fund those known costs that will be coming up. So, instead of increasing the levy by \$1 million in a couple years to fund some equipment that needs to be replaced, attached to a building, whether it's heating or cooling, we're starting to increase that gradually.

The EDA Levy has a \$50,000 increase, and that is to start to fund all the current year operating costs in the EDA, and that was identified in the FMP.

In the Park Capital Levy, that is funding those current operating costs to replace in our existing parks or our future parks as we identified in the FMP.

Our Debt Levy, I had already alluded to it, that when we issue it, we need to pay those principal and interest payments. In order to maintain our AAA Bond Rating, we need to pay the debt that we've issued.

With that, we want to know the impact then to our property taxpayers, and there are two components of it: The first we just talked about, our Property Tax Levy, and so that is on our green line, showing that history since 2015. Importantly, too, is our Tax Capacity; so, as we've grown or as our existing properties have increased in value, that Tax Capacity increases. So, in that blue bar, that's showing that trend line. If we take those two components, and we divide them, we get to our City Tax Rate, and here's our history. So, based on the Preliminary Property Tax Levy that's in front of you, we're at about 40.294%. If we take that and apply it to our median home, the impact in taxes for 2026 is \$1,434. That median home increased in value by about 3.39% between 2025 and 2026; so, based on that City Tax Rate, they would pay \$1,434. That City Property Tax change is about \$152. When we did the 10-year FMP, with putting in all the current future Operating Costs in the City, all the current Debt, all the future Debt for our Street Projects, Capital Improvements, we needed about a \$100 increase per year on our median home. However, we needed a \$110 increase the first year, so the first year that we operated on it was 2024, and so there we have an increase of \$71, in 2025, an \$85 increase, this year the \$152. So, in total, we're at \$308; the FMP said we needed to be \$310, so we're just below that for the average of \$102.67.

The monthly cost for that median home will be about \$119.50 for 2026, or a daily cost of \$3.92, or an increase of 41 cents per day.

This slide here we do not have it updated for 2026 because while we are adopting our Preliminary Property Tax Levy tonight, the other cities are still working through their numbers, but what we do know is that last year, our median home was that \$1,282; so, based on the Preliminary Levy in front of you, we would go to \$1,434. We may jump up as it would appear on this slide ahead of two other communities in Washington County; I do not believe that will be true. As I'm looking at other levies out there, other cities are looking at double digits. Also, they're no different than the things that we are seeing as we balanced our budget this year, they're having to do the same thing. And one of these communities, I looked at their median home and it is increasing; for next year, what they're predicting is \$143, so not very far behind us. So, the other thing to remember is for those other two communities, if they had a 0% Property Tax Levy increase and their Tax Capacity stayed at 0 and their median home stayed at the same, that's how they would experience that \$1,350. So, we believe that's not going to be true, and we believe that we will be favorable with that.

My last slide here is just letting you know that on that median home, if they did pay us the \$119.50, where that would go to:

\$53.83 would go to Public Safety to fund Police, Fire, Emergency Management and now EMS;

\$19.38 would go to Public Works for our streets, our snowplowing;

\$12.85 would go to Parks and Recreation for parks, trails, facilities, and recreation activities;

\$17.93 would go to pay that Debt Service for that debt we've issued in the past;

\$12.07 would go to General Government to operate the City;

\$ 1.31 for Economic Development and HRA;

\$ 2.07 for Contingency, so that we can react if anything unexpected happens in 2026;

A small portion would go to community development, as a large part of their budget is funded with Building Permit Revenue, so they have a smaller portion that would go to them.

With that, Director Malinowski said I am happy to answer any questions that you may have.

Mayor Bailey said all right, before I kick it over to Council, I just want to say thank you to Director Malinowski, to all of our staff, to all of our Department Heads, and all of our members. Obviously, every year we go through the budget cycle and we literally, figuratively nickel-and-dime things to try to get us as close as we can to things. I had an opportunity to speak with a mayor next door to us earlier this evening, and they're on that slide there, and yes, they're saying that they're going to have their highest increase they've ever seen in their community. So, it's sad, but it's a reality with inflation and some of the things that are happening out there that's causing some of these unfortunate increases; but we still need to do the business of the people and make sure that we have the right

equipment and the people to operate that equipment. So, I just want to say thank you, again, for a job well done this year before we go to vote.

Mayor Bailey asked Council, are there any questions that you have for staff at this point?

Council Member Thiede said so, I just want to make a couple comments. You know, we did have the FMP, and you take the averages, it does come down and almost to that \$100 per year for the average home. And I must say, you guys do a good job because the last two years the preliminary and what we had expected were higher than what it actually came out to; so, I'm kind of maybe hoping that we're able to bring that \$152 down a little bit from the actual and everything, but it's still on the taxes. So, again, if we have a FMP, we want to try to definitely follow it and so forth, and so I have made a request that we kind of look at our FMP and just assess its performance and its makeup and so forth for our Strategic Planning in January. I think we've agreed to do that. For everybody that's not involved in the budget meetings, it is quite an ordeal; it's a constant thing of trying to look at well, you know, there's not an unlimited supply of funds that we have to have, and definitely trying to maximize the value to the residents. We're trying to keep the costs as low as possible because we're not the only thing in the taxes and everything that goes up just a little bit, adds up. You have five or ten little things, they all of a sudden become big things, right? So, reluctantly, we've still probably got one of the best deals in the County, but that doesn't mean that we shouldn't keep trying to keep it as low as possible. So, it is a little bit of an exhausting process every year, but everybody does a good job at it. So, we're hoping that maybe even in December, when we actually do the final one, it could change a little bit or something like that, because we can come down a little bit, but we can't go up any more. So, at any rate, that's my piece, I guess.

Council Member Olsen said first of all, Brenda, thank you for the presentation. I particularly like the slide that shows per month where our taxes go, and when I say our, I do truly mean our, because every one of us sitting here is a taxpayer in the City of Cottage Grove. So, as we work through this budget process, it has a direct impact on us and our families as much as it does anybody else. But this year was particularly challenging because, as you mentioned during your presentation, there's quite a bit of economic uncertainty right now, especially as it relates to costs of goods, based on tariffs and things. I'm really proud of the work that all the Department Heads and the staff and all of the members of the Finance team and Administration did. As Dave mentioned, when we go through this process, it's extremely rigorous, and unfortunately, you guys all have to listen to us ask a million different questions about different things and try to come up with answers. You know, we revisit the same topic time and time again, and this year I think was double tough because of the economic conditions that we're working through. But, as was stated, this budget is very much in keeping with the responses that we received on our Polco Community Survey earlier this year; and I was grateful to have that information from the survey when we went to talk about the budget because it told us what our residents really, truly want us to invest in, Public Safety, right at the very top, and we did that. Equipment, something that unfortunately we've had to set aside on occasion, we took care of that this year to a large degree, and we planned for taking care of more of it next year to a large degree. I think that was long overdue. I'm also grateful that we were able to invest in significant infrastructure, and that doesn't just mean stuff that we're paying for right now, but it also means the building that we're sitting in, the Central Fire Station, the Water Treatment Plants, all things that go to serve our residents. I guess the biggest takeaway for me is not only did we maintain the high level of City services that our residents deserve, but I think we also enhanced those in many respects. Again, all the credit goes to the staff and the Finance team and Administration for indulging us with all of our questions and taking all the information that we provide and trying to put a budget together that serves many masters, and you guys did a fantastic job. We kept it within the scope of our FMP, on average, which I agree, Dave, we need to revisit because as times change, sometimes our plans need to change, and we experienced that this year. So, I'm glad that we're going to do that in January. But truly, hats off to everybody who worked on this process, and I'm grateful that we landed where we did. Hopefully, we've set the City up for success, not just in the short term but in the long term. So, thank you.

Motion by Council Member Olsen to Adopt Resolution 2025-121, Adopting the Proposed Preliminary 2025 Property Tax Levy, collectible in 2026; second by Council Member Clausen. Motion carried: 5-0.

Mayor Bailey said thank you, Council, for all the hard work, and again, thank you to staff for the many hours of getting us to where we're at today.

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.

Mayor Bailey said this is a new one for us, so I'm going to kick it over to our City Attorney, Kori Land, and I think she has a guest that's going to present to us, so go ahead.

Attorney Land said Your Honor, as you know, I'd love to take credit for absolutely everything you see on your agenda that I've reviewed and presented to you, but I have a team of people that help review everything and make me look good as I sit before you. You've met some of those people, I think Aaron Price has sat in this chair on a couple of occasions, he does a fantastic job reviewing most of the routine contracts that come on your Council agendas. You met Cynthia Kirkhoff, I think a month ago, she had to sub for me; she's a new attorney that we hired with about 15 years of experience being a City Attorney, so she's ripe and is ready to pinch hit for me whenever I need her, which is great. And this is another member of the team back at the office that practices in our municipal practice group, Matt Ziebarth. He joined us about 1.5 years ago, and he's been a wonderful addition. He comes from a family of public service, his dad is a Council Member in Cambridge, and so he grew up; as you know, this doesn't stay just in this room, it goes home with you, and so he grew up hearing about all of the things that cities deal with. So, he took a special interest in Municipal Law, which I am absolutely honing in on and trying to take advantage of as much as I can. So, he prepared this material before you tonight; as you said, this is a new one for you, you typically don't deal with hazardous buildings and structures and having to address them in such a drastic way. So, I'll let Matt present for you.

Attorney Ziebarth said, Good Evening, Members of Council. As Kori discussed, we're going to talk about the hazardous building and the steps to demolish it at 8274 Hemingway Avenue South. So, briefly, the City has Statutory authority to require a property owner to demolish, raze, or remove a hazardous building under Minnesota Statute Chapter 463. As Kori said, this is a very extraordinary remedy; most of the time, with buildings in conditions like this, the owner works with the City to develop a plan and to bring the property back into a state of compliance.

Attorney Ziebarth said the property before you tonight is an extraordinary situation, as we'll discuss. So, briefly, the process for obtaining relief under Chapter 463 starts with the Building Official Report. So, members of City staff will prepare Findings of Fact in a report about the status of the building, their recommendation, and the facts that support it. So, the packet that you all have in front of you constitutes this Official Report. After the Official Report is presented to Members of Council, you will vote to Adopt a Resolution and an Order, which orders the property owner to demolish, raze, and remove the hazardous building.

We've given the property owner 30 days in the Resolution and Order, so by October 3, 2025 is the deadline the City will set for the property owner themselves to remove, raze, or otherwise demolish the property. Under Statute, the owner has 20 days to respond, so that gives the owner 20 days to respond, and then 10 days if they choose to respond to work with City staff or our office to come up with a solution where they will be in contact. If the owner does respond, the case takes on General Litigation at a District Court, so, you've got Discovery, Hearings, a Trial.

So, if the owner were to respond, we would come back in front of Council to fill you in on the update, the timeline, and then obviously, litigation can be sometimes a little bit cost prohibitive; so, we'd be able to present that as well for Council approval before beginning a case.

However, based off of past experience with this owner and generally when a 463 action is brought, if the owner does not respond, we will then move to the District Court, seeking a Default Judgment, which allows the City then to begin the process of destroying and removing the hazardous building without owner compliance. So, then the City does the work, so works with a demolition contractor, gets a bid, and then completes the demolition at the property. Then the City can assess the cost of that demolition against the property, as a Special Assessment, under

Minnesota Statute Chapter 429. I think it's important to say that the costs until today are not assessable, but from today going forward those costs will be assessable against the property.

So, the property is located at 8274 Hemingway Avenue; this is a picture that City staff took on the inspection of the property in April, 2024. Because of the state of the property from the exterior, they were able to get a look into the interior of the property to assess any issues that were inside. This is a vacant house, it's owned by Jeffrey S. Brown, and as I mentioned, beginning in 2019 and through 2024, staff was inspecting the property and working with the property owner, attempting to remedy the situations and the hazardous conditions that were located on the property. Around 2022, the owner became nonresponsive, and to date, the City has not been in contact with the owner. On April 17, 2024, City staff inspected the property, and the Building Official posted a Hazardous Building Notice on the property, that it was not suitable for human occupancy. The property has deteriorated to a point of complete disrepair, and so, City staff, in our opinion, would be that the cost to bring the property back into compliance with Building Code would far exceed the value of the property itself.

So, from City staff's inspection, here is a look into the interior of the home. As you can see, there is the interior being exposed to the elements; so, you have various debris, leaves, refuse, that have blown into the property. Again, this kind of shows the state and the condition of the building after being exposed to the environment. This is a view of the interior from the front door: So, because the entrance to the property had got to a state of disrepair to this level, you were able to see the interior of the property without having to step foot in and risk the public health and safety and the safety of City staff to complete the inspection. This is a look into the interior of the house, and as you can see, the ceiling has completely collapsed, and there is a spread of black mold in the home, which is a large threat to public health, safety, and welfare. This is another look into that room: As you can see, the whole ceiling foundation has collapsed, and the wall has come out, so you can see right there that it's exposed to the exterior elements. There's another picture showing the spread of the black mold throughout the property, and again, posing a risk to public health. Now this is the look inside the garage: As you can see, the garage roof has collapsed, and there are various exposed wires and other aspects that create a severe risk for public safety.

I think this is a good point to talk about the current condition as well. So, City staff turned off water at the curb to the property, and around 2023, there was a water usage spike, which usually indicates that a pipe had burst. So, they cut water off at the curb and so, in the current state, there's no water to the house, which is unsuitable for human occupancy.

As you can kind of see in this, there is exposed electrical wiring at the property, and in combination with that and if there's a rodent infestation and some gnawing on the electrical wires, the risk to the public safety is great for an electrical fire, again making the property unsuitable for human condition. There is a better look there at the roof collapsing.

So, in front of you tonight, again, is that Resolution and Order, and so, it is our recommendation that the Council Approve Resolution 2025-134 and an Order to the property owner to correct or remove the hazardous building at 8274 Hemingway Avenue.

Mayor Bailey thanked Attorney Ziebarth and said good job on the presentation.

Attorney Ziebarth replied thank you, and if you have any questions, I'll be happy to answer them.

Mayor Bailey asked the Council if they had any questions.

Council Member Clausen said thank you, Mayor. So, the City became aware of this property, did I understand as early as 2019 with some problems and we started to work with the owner? And then the owner is just ghosting us now, does that sound right? We don't know where the owner is, and we've tried to contact him?

Attorney Ziebarth replied that's correct. The last time we attempted to contact him was when the Condemnation Notice was issued that the building was uninhabitable. Notice was sent to the last known address, and that notice was returned to sender. At this point, the City has not been able to locate the owner, so that started around 2023, and then yes, continuing to today, we have not been able to contact or locate the owner.

Council Member Clausen said thank you, it sounds like we've done our due diligence and more so.

Council Member Thiede said I'm just curious, in terms of the process. So, if this guy is ghosting us, and we demolish it and we pay all this money to do it and assess it to the property, but he's not around. Then the property goes into default and somebody pays? I'm curious, then, how do we get our money back?

Attorney Ziebarth replied yes, so the way that that would work is it would be a Special Assessment to property tax, and then if the owner does not pay property taxes after a few years, it goes into Tax Default. We pulled title, and there's no mortgage holder or lienholder on the property, so we would be second in line to the County for back property taxes. And then if the Sheriff or the County offers it up for sale, the buyer would then have to pay us and the County property taxes before assuming control of the property.

Council Member Garza said thank you, Mayor, just a quick question. How far behind are they on their property taxes?

Attorney Ziebarth replied I believe at this point, 2024 was unpaid, but 2023 was paid, and then 2025, to date, obviously, I do not believe was paid either.

Council Member Garza said thank you, I only ask because if we haven't heard from him in a couple years, but they're current on their property taxes, it just makes me wonder where were we getting the payment for the property tax from? So.

Attorney Ziebarth replied yeah, I believe the last payment was at the last known address that the City attempted to serve, that was returned, so it's a little bit difficult to locate. Council Member Garza said thank you.

Council Member Olsen said thank you very much, nice presentation, well done. You know, it's unfortunate that these situations do come up periodically. They're pretty rare, I'm real familiar with this one because we have been working with the property owner, attempting to work with the property owner for going on six years now, and unfortunately, we are where we are. I wanted to simply ask this: Should we mitigate the issues at the property in some way, shape, or form, and again, we can't get a hold of the property owner, you mentioned it goes onto the tax rolls, those kind of things; would there be an opportunity for somebody to potentially step in and acquire the land? Obviously, there's no bank involved here, so it's not going to be a bank-owned property, but sometimes there are investors who will step in and they'll scrape the site clean and they'll want to build something else. Even our EDA, on occasion, will get involved in things like this. I'm just curious at what point do folks have the ability to maybe acquire this as opposed to having it just sit there empty?

Attorney Land replied Your Honor and Members of the Council, without actually knowing where the owner is, there's no way to obviously negotiate with him for purchasing the property. So, it would have to go Tax Forfeit by the County. What the County does whenever they take property Tax Forfeit is they offer it up to the City first. So, we would be first in line to have the option, whether we wanted to purchase it and then, you know, resell it, I would recommend that the EDA be involved at that point. But, obviously, this is all farther down the line.

Council Member Olsen replied right, and the reason I asked the question is Council Member Thiede mentioned, you know, how do we recapture if we have to mitigate issues? And I think that's one of the ways that may exist in the future, but obviously, I don't want to put the cart before the horse, but this is one of those things where the law does stipulate certain avenues for municipalities and/or Counties to recapture some of that expense. I'm grateful for the answer because I know that in past experiences with properties like this, that often is what comes to pass. So, thank you very much.

Mayor Bailey said I only have one comment. I know Kori and I were speaking on this topic, before the meeting started, this obviously took a long time to get to this part, and I literally do remember the first phone call I got from a neighbor about this house and then went over there and met with the owner. And I know our staff tried to work with them to figure out even getting different financing options and things like that to help them get the things done, but obviously none of that happened. My only question, this is maybe looking forward from this point, is there an opportunity in the future to not have it go this long? Because we're talking 2019 and we're in 2025, and maybe by Christmas the house will be bulldozed, if you will. And I'm almost wondering to a certain extent, just to be honest with you, is if we had been able to really push harder at the beginning maybe we wouldn't be tearing the house down, if you know what I mean.

Attorney Land replied certainly, Your Honor, Members of the Council, as you know, our staff is amazing, always has been. The Code Enforcement staff tries to work with every property owner on their own schedule. Every property owner has a different reason, excuse sometimes, but explanation as to why things are taking longer, and so, City staff did every effort to try to get the property owner to voluntarily comply. At some point, they fell off the radar, and once there was no communication, then City staff sort of felt handcuffed on how do I get them to comply if I can't even find them? So, then, when the property began to deteriorate to such an extent is when they got our office involved. And, so, we recommended the 463 action, which again is not something that the City is familiar with, fortunately, but it is a tool in your toolbox. So, we will I think now maybe recognize the symptoms earlier, this was sort of a very long test case, but they definitely will now be able to recognize when things are kind of spiraling out of control, that we need to get more drastic measures involved.

Mayor Bailey said perfect, and I guess in the end, though, I think all the neighbors around that particular area are going to be I think happy in the outcome, but they're going to question it, just like I asked, is why it took so long. Okay, thank you.

There were no further questions for Attorney Ziebarth; Mayor Bailey thanked him for presenting.

Motion by Council Member Olsen to Approve Resolution 2025-134, ordering the removal of a hazardous building located at 8274 Hemingway Avenue South in Cottage Grove, Minnesota; second by Council Member Thiede.
Motion carried: 5-0.

Council Member Olsen said and the neighbors will be grateful; Mayor Bailey said oh, yes, they will.

12. COUNCIL COMMENTS AND REQUESTS

Council Member Clausen said one little thing to make note of is the Public Works and Parks Department Open House coming up on September 25, it's three weeks down the way.

And then the only other thing I wanted to mention, Council Member Thiede, I think we've got about 280 days until Strawberry Fest starts again, and I'm looking forward to your updates.

Council Member Clausen said thank you, that's all.

Council Member Olsen said I just wanted to mention that we've turned the corner from August into September, which you can probably tell if you walk outside and you can feel the little bit of cooler weather, etc. September is an important month because it is Suicide Prevention Month. Suicide Prevention Month, as declared by the National Alliance of Mental Illness, is a month when we try to better understand the role mental illness plays in our society; and we all have friends, family members, neighbors, etc., who sometimes are challenged with mental illness related issues and what some of the warning signs are that those issues may be getting out of control. I think it's important for people to understand that whenever there's a sign that somebody's not okay, it's important to intervene in some way, shape, or form. One of the things I'm very proud of as a City Council Member and just as a resident of this community is something that Brenda mentioned in her presentation, which is our desire to be an Employer of Choice here in the City of Cottage Grove. One of the things that makes us that Employer of Choice is the fact that we truly care about the health and wellbeing of every member of the team here in the City, and we've actually taken action to demonstrate that we care about their health, particularly, their mental health. So, I'm going to turn the conversation over to our City Administrator briefly, as I had asked Jennifer prior to the meeting if she could articulate some of the things that we do here in the City as an employer for our employees as it relates to ensuring that their mental health is doing okay, that they're able to feel good about the things that are going on in their life, and coming to work and doing a great job. So, Jennifer, would you mind articulating some of the tools and programs we have in place?

Administrator Levitt replied sure. Well, thank you, Mayor and Council. You know, at the City of Cottage Grove we know our employees, we think of them as a whole being, right? And, so, when we think about their mental health, we know that there are a lot of challenges that they face. You know, I'm sure as you sit up there, you can think through them, from child care, elderly parent care, maybe challenges financially, legally, all of those services we

provide through our Employee Assistance Program 24/7. But I think as Council Member Olsen pointed out, we train our managers to look for those signs of mental health, right? So, our managers know our employees, they know what they're going through, where the challenges are, and where they can step in. And, so, we aren't just providing, you know, three appointments for counseling services; we're providing more extensive, we're providing more emergency relief for those employees that are facing those mental health challenges. When we look at our Police and Fire, we get the Neck Up checks annually, and one of the things that we always talk about is we want to send those employees back to their family, whole. And, so, even when we look at the debriefs from critical incidents that they respond to, we are trying to service and provide the best mental health care for them, and so that's really important to us. So, when we say we're an Employer of Choice, it's not just something we put on our Strategic Plan, it's something we actually live out, and all of our managers are trained to look at those symptoms and signs; and I will say we go above and beyond to provide those counseling services for our employees.

Council Member Olsen said thank you very much, Jennifer, and you know I'm particularly happy that you mentioned the Neck Up checkups for Public Safety. Some of those folks deal with some pretty ugly things; they see things that they signed up for, but it still isn't easy, and they have to process those sorts of things, and it's not always as simple as you might think it is. So, training our leaders to recognize signs where somebody might not be okay and actually having co-workers do buddy checks and things and providing a resource should they need it, and I believe that resource is provided with anonymity so they can plug into that resource without any sort of stigma attached to it. That's a really big deal, and that's not something that everybody does. So, I'm proud of the team for doing that, and as I said, it was mentioned in the budget, that's one of those things that our taxpayer dollars go to fund. As far as I'm concerned, it's money well spent. So, for those out there who may know of somebody who's challenged right now with some sort of mental illness or they're just going through a tough spot, help is always available, it's always available: You can call or you can text 988; there are resources through the Youth Service Bureau; I know our Beyond the Yellow Ribbon team works with a lot of different resources for military families and veterans. The key here is start the conversation, start the conversation, don't be afraid to ask the question, and more importantly, really listen to the answer because your intervention could save a life, that's a fact. Thanks for the time talking about that, Mayor, it strikes a little close to home with some of the challenges that we've seen even in our own community over the last several months. I thought it was important for people to understand that we as a City take this very seriously with our staff, and we want people to know that there is help.

Council Member Thiede said I'm good tonight, I don't have anything.

Council Member Garza said well, just because the summer's coming to an end does not mean that Cottage Grove is coming to an end with events. So, we have a lot of events still happening in the City, most importantly food, right? It's always about food. So, we still have Food Truck Thursdays here at the City Hall, and that's between 11:30 and 1:30 on Thursdays, there's a few weeks of that left. And doubling up on that, on Thursdays as well, we still have the Cottage Grove Farmers Market, so that's going for a few more weeks as well, and that's from 2:30 to 6:00 p.m. on Thursday. So, there are still some fun things happening. Of course, the Food Truck Festival, that's right around the corner, an all-day thing at Kingston Park from 11:00 a.m. to 6:00 p.m., but prior to that is our Beyond the Yellow Ribbon Walk/Run/Ruck that we've talked about quite a bit over the last few weeks. Then we also have a Public Works Open House that is coming up at the end of September. So, the month of September is very, very busy here in Cottage Grove, so the summer may be going away, but fall is just beginning and we have a lot of fun to happen. Thank you, Mayor.

Mayor Bailey said I just have one quick question, I'm just going to throw this at staff, and I don't need an answer tonight. A couple weeks ago the Council, with the help of staff and our City Attorney, had a request from some of our local businesses to look at certain smoking/drug paraphernalia, right? And I know you're going to eventually bring that back to us. The next thing I'm hearing, and don't freak out about this, is THC-infused products, and is it allowed in the City, is it not allowed in the City? And if it's not allowed in the City, what do we have to do to make it legal? And I actually literally, earlier today, had two additional citizens who had reached out to me, because I guess they're going to again some neighboring communities to get the certain types of drinks now that have that in it that don't necessarily contain alcohol. I said, well, I'll ask the question, so that'll be something that we can take a look at,

and it might be something, maybe it's a future workshop or something like that, but I just wanted to throw that out there as I've gotten now numerous, more than just a few, people asking about that. But that was it for me this evening.

Mayor Bailey said I will mention that we do have a Workshop, Open to the Public, and it's the Amrize Nelson Mine, Final Environmental Impact Statement; we are going to be moving to the Training Room to review it with staff, and we're the ones who get to just review it and make comments. Staff will present the rest of it to us at that particular time. With that, we'll adjourn in there. Everybody have a great week, and next Monday, Go Vikings!

13. WORKSHOPS - OPEN TO PUBLIC - TRAINING ROOM

A. Amrize Nelson Mine - Final Environmental Impact Statement

Staff Recommendation: Receive the presentation and offer feedback to staff.

Mayor Bailey said so, we'll kick this workshop off, which is regarding the Final Environmental Impact Statement.

Emily Schmitz, Community Development Director, said Mayor and Council, I'll just introduce the people from Stantec, who are here this evening. We've heard about this project for a lot of years, a lot of work has gone into it. So, Stantec, who has been working on behalf of the City, will give you an overview of where we are at in the Final Environmental Impact Statement (EIS) process. This will be essentially the last view before we go out for that Final Environmental Impact Statement. I will turn it over to Beth and Courtney from Stantec, who are going to get into the nitty gritty underwater hydraulics; no, I'm kidding.

Hello, thanks for having us. I am Beth Elliott, and I am Courtney Voss. Beth said so we are going to give you a little bit more context from your staff report. I'm not going to assume that everyone has digested all of the details in the staff report. You can interrupt us at any time to ask questions, but we're going to give you an overview of where we are, what your role is, and some other details. We know this has been a long night, so we're going to try to keep it short.

Beth said so the purpose of the meeting tonight is to review what's called the Final Environmental Impact Statement. We're going to review the comments that we've received from the Draft Environmental Impact Statement, which was the last time we saw you, back in November 2024. We will talk about some of the key responses to comments, and we'll talk about places where changes were made to the EIS document because of those comments.

So, we'll do a quick overview of the EIS process because this can be a tricky one. We'll talk about some of the substantive comments in a little bit more detail, and then I'll just review quickly some of the other comments that we had received.

Courtney said first, just to reframe why the EIS was completed. Really, the EIS was set out by the State Statutes in the State of Minnesota for us to develop information on a variety of potential environmental impacts. There are 22 questions that start the Environmental Assessment Worksheet (EAW) that can make their way to an EIS. So, those are the progression of documents, we start with these 22 questions, we decide what environmental concerns are applicable to this project, and then we break those into the EIS and we develop them to a state that can get enough information about the project to understand what kind of impact it can have. And this is used by permitting agencies, which is the next stage that this project will continue into; it's not meant to necessarily be exhaustive, those permitting agencies might require additional information to be completed, additional analysis to be completed. So, in addition to identifying the potential impacts, it also outlines alternatives that are being considered for the project, that might be alternative locations, alternative technologies, which might be a different way to process things in a mining-type facility. It looks at are there ways that we can already preliminarily, even before permitting, reduce the type of impact, and then it goes on to mitigation options.

The one thing that I always like to stress when talking about State environmental review and, in this case, an EIS, is it is a review to provide information, it is not to make an approval or a disapproval of a project to issue a permit; it is only to provide that information to move you into that next stage.

Moving on, then, the basic framework that sets out what and how the project will be reviewed in the EIS, and what alternatives are going to be looked at is through the use of a Purpose and Needs Statement. So, for the project that Amrize has proposed, they identified why they're doing the project, and then why they're doing the project helps them develop different alternatives they can use. So, if the point is to get aggregate materials and supply our Twin Cities industries that require that, of course it can't be that they should go mine iron ore or they should do another alternative material to aggregate. So, we have to try to meet that Purpose and Needs and do that through the alternatives in the EIS, all the alternatives that are looked at for various environmental impacts.

Right here you can see at the bottom of the page, the statement that was used for this project for their Purpose and Needs; I won't read that to you further, I kind of hit on that, it is to provide high grade construction quality actual aggregate for an additional 20-25 years, which is based on industry needs.

And then why was the EIS triggered? So, how do you find yourself in an EIS process? We have State-stipulated thresholds for different types of projects, and I won't read these in depth here, but the triggers from this project are based on both the type of activity, so mining the aggregate, as well as the acreage of mining area that would be developed. And, so, this is at a high level, those are how they entered into the EIS process, which is a mandatory EIS. You can have alternative projects where sometimes it's just fresh or a voluntary EIS, but in this case, these are the two mandatory factors that required the EIS to be prepared.

And, then, where do we find ourselves today? We are at this last step, really, creating a Final EIS document, which comes out as a Draft EIS being prepared, comments being received on that, and then applying that to the document. As noted, the second box down here in this column, we have provided a response to comments documented prior to the Final EIS, addressed changes in the Final EIS, and the next step will be once the City decides the document is ready to proceed into public review, the EQB ten-day comment period would proceed. I'll just note by contrast, for the Draft EIS, that was a 30-day comment period. At this stage, very minimal changes, and it will only be a ten-day comment period before that is wrapped up.

As noted earlier, this is a review period, this is not a permitting period. These are the parties that have been outlined as having permitting activities or actions that will follow the EIS and review; just to kind of give you a high level overview, we have both State and Federal agencies, our local City, the Watershed, and the State Historic Preservation Office are noted here. Each one of these has a variety of permits that are outlined in each one of those, they will be probably looking for additional information, may have additional analysis that they require, and we'll talk a little bit more about that as it comes for discussion with the response.

Beth said I will just mention a couple of basic details. This project is called the Nelson Mine, and it is on Lower Grey Cloud Island. We've been to you before, if there's any elements you feel like we're missing in this presentation, just ask us. We have Cheryl Feigum from Barr Engineering, and we have Patty Bestler from Amrize; that's another detail I want to mention, because Amrize is the new name of Holcim, and that was also previously Aggregate Industries. I'm not trying to make all those changes as I go along, but what I'm trying to mention is that you might hear from constituents and others various names. Amrize is a more recent change in name, and that's how we'll be referring to it from here on out. So, I just didn't want you to be confused on that.

So, last year, we were in front of you last November, and that was to distribute the Draft EIS. That, as Courtney said, is the longest review period; we distributed that on December 3, 2024, and that means it gets published in the Environmental Quality Board (EQB) Monitor, and we sent it to State agencies, there's a whole process related to that. On December 19, 2024, we had a required Public Meeting at the HERO Center where Amrize did a presentation about a lot of the content details that we will not be going over to that extent today.

Today, we have the workshop for you to digest the material, and this is still a working draft of the Final EIS; it has not been made public or published yet. The whole point is for us to digest your input, and then we will move forward in the process. October 1 is when we presume that we will be coming back to you, and your role at that point is to vote to distribute the Final EIS. So, what I want to continue to convey is that you're not approving the document, you are at that point distributing it for the public review process, and October 14, 2025 is when it will

be published in that EQB Monitor. Then it will come back to you, at least on our anticipated timeline, on November 5, and again, it is not a vote of approval or adoption. What you do is you vote on its adequacy, and then that moves it into the permitting processes.

So, that was all of the process. I guess I want to stop for a minute and see if there's any clarifying questions that we can help with.

Council Member Clausen said so, there's a lot of governmental agencies, local, I mean there's a lot of Federal agencies involved, you have them right there. So, we are the ones that determine its adequacy and whether it's going to be published or not?

Beth replied that's a great thought and question. You are defined as the Responsible Governmental Unit, the RGU, and in many cases, it's the State Statute that define who the RGU is; in this case, it's the local jurisdiction. In some cases, it might be a State agency, but that's what gives you the responsibility for running this project.

Council Member Clausen said we're in charge; Beth said you're in charge. Council Member Clausen said got it, all right. Thank you.

Beth added but that's why I wanted to clarify that you're not approving, you still don't have to do that. Your job is to determine if the EIS is adequate. Council Member Clausen said thank you.

Council Member Olsen asked Beth could you take just a moment and share the difference between an EIS and an EAS, please?

Beth asked so, the various Environmental Review documents?

Council Member Olsen replied yes, so, you've got the Environmental Assessment, just maybe a minute on that, because we have a couple newer Council Members.

Beth replied yes, and let me mention, too, that Courtney's referring to the State process, we are under a State mandated EIS. Again, as Courtney said, there's thresholds and triggers in State Statutes about what triggers an EIS; there's similar thresholds for something called an Environmental Assessment Worksheet (EAW). Courtney referred to those 22 questions, those are questions related to various topics: Water resources, fish and wildlife, transportation, 22 of those topics. Both processes have to answer and analyze under each of those 22 topics. Then, the RGU determines if there is enough information to make a decision on the adequacy of the EAW. If there is more analysis that needs to be done, an EIS is completed. So, even if you're getting an EAW process, it could still get to this level of analysis. This project automatically triggered the more extensive one. I will say sometimes I know that you as a City do something called an AUAR, an Alternative Urban Areawide Review, it's like the same level of analysis of an EIS. These are a lot of terms, I know, but there's not a specific project that we're analyzing, we're analyzing multiple development scenarios; planners really love this because it's like a small area plan with an environmental vent. So we are always happy to continue answering questions like this because it is confusing. People have specialties, like Courtney and Cheryl, in environmental review production.

Council Member Olsen said I think sometimes it can be confusing for, you know, members of the public when they hear about something like this as it relates to well, what did they study, and was there an environmental assessment done? Are the birds going to be okay? That kind of thing, so that's why I asked if you could just maybe elaborate a little bit. I appreciate it, thank you.

Beth replied well, and that's why we emphasize the decisions, the determinations that are done at the end of an environmental process and now approving the project. For the public, that's one of the most confusing pieces; they do think that you are approving the project, and we will continue every time we're in front of you emphasizing the difference.

Council Member Olsen said thank you.

Beth said this is where we get into the substantive comments and the way that we have responded. There was a new appendix to the FEIS that has a Table of all of the people who commented, their comments, and the responses. There was an extensive process of us doing this hand-in-hand with the performers. So, I wanted to just give you a sense of who provided comments: Governmental agencies, this is their job. If you are newer to this process, we also had a Technical Advisory Committee (TAC) that ran for I think two years to the date, and all these agencies were also invited and most of them were on the TAC, but they also all have a formal role in the

commenting. Prairie Island Indian Community sent a letter, and there were various local governments, some of your partners, that responded to this and commented on it. Various organizations when it came to collectives inside Cottage Grove, I would say that we had the most comments from River Acres. Some other residents and organizations, too, and concerned recreationalists and additional residents. So, that's how I would lump the commenters.

Okay, so let's get into the substantive comments, and I am going to try to do this efficiently. Please stop me because this is needy, but I don't want us to dwell on it more than we need to. So, there were a lot of comments on the Purpose and Needs Statement that Courtney reviewed early in this presentation. I want to make a specific point when we say six targeted comments; there were how many lines of comments, 650 something, there were many ways we broke up comment letters. And, so, what I wanted to point out is that there doesn't mean there were six comments on the Purpose and Needs, it means that there were six letters that talked about this, and that's going to be important for me to continue identifying for all of you. The biggest things we heard in those comment letters was that there's a difference of opinion on the scope, the breadth of the Purpose and Needs related to market conditions and needs and the focus on the business case. There were people concerned about it being more specific to Amrize, to being more specific to aggregate, and so that was some of the comments that we heard here, but also on the number of alternatives analyzed. And we'll talk about it a little bit later, but that did result in a new site, a new alternative, being added into the FEIS, and that's called the Lakeland Site, and I'll show you in a second, I'm going to show you now.

So, this is a map of all the other alternatives: This doesn't reference Alternative A, that's what sometimes is called the No Build or the Existing Conditions Alternative; Alternative B is the proposer's proposed project; Alternative C is Baldwin Lake; Alternative D is what we're calling the Coates Site, which is much more of an inland area; Alternative E is the Reduced Scale at the proposed location; and the Lakeland Site is up there. Part of the request, the Lakeland Site came up, as a tax process from the DNR, and so that was another site that we added on later on, in response to the letters.

Beth said okay, so, this is where things, I wanted you to see the sample responses. I don't need to read this word for word, but I wanted you to get a sense of how we had responded to these specific comments. So, in the case of the Purpose and Needs, there's a couple of different ways we responded: One is that basically referring to the fact that the Alternatives Screening Report, this is the report that Barb created to narrow down the alternatives. It describes in detail multifactor analysis performed to review a large portion of the seven-county metro area to identify these things. The point is there was an extensive process to get to these alternatives, and that's part of the response. Another sample response is that you, as the RGU, considered a reasonable range of alternatives without regard to whether they satisfied this specific proposer's business purposes. So, while the comment interpreted as being specific to the business, the Purpose and Needs Statement, we felt and your staff felt that there was an extensive analysis that arrived at the alternatives.

This is probably the second most common substantive topic that was brought up by commenters, and what we did in this Table was take text from the EIS that covered what has been done on the topic of culture resources, including tribal engagement. I am not going to read all this to you, but I'm going to give you a quick summary. When this project was originally initiated, it was going to be a joint statement that we'll review; so, the City would've been doing this review in tandem with probably the Corps doing a Federal EIS as well. When this process was restarted for the current phase that we were in, we were just doing a State process. Some of the confusion that has arose was during the initial effort, as it was joint State and Federal, there is the different procedure in working with the tribe and it's labeled Consultation; and you can only do that government to government, so they do not do Consultations with a City and its tribe. So, the public viewed the history of this project as being at some point in time there was more tribal engagement, as like more of that Consultation model, and then questioned like with the most recent process, why did that not continue? So, what we did in the EIS and in the responses to comments was sort of spelled out why that took a different tangent, if you will, when we were just in the State process, and then also explained like the different points at which the tribes were asked to participate. So, they were invited to participate in the TAC, and we do have in this summary, the Prairie Island Indian Community was engaged in this last phase of this just State-only EIS; then, also, Amrize continued to consult as they can with the tribes themselves, coordinate with the tribes as they can to continue to get input from them on the project. On

just more of the cultural resources side, this kind of goes through, too, how information was obtained to understand the cultural resources that could exist in the project area. And, so, I think again the public wanted to really feel like more of that Federal path that you would be on, a very comprehensive path. So, it just took a little bit of time in both the Final EIS and the response to comments to really like delineate where we are and what we do at the State; and then spell out, too, all of, again, those permitting agencies and other cultural resource coordination that would happen during that phase. So, again, telling folks that what should have been done has been done at this stage, but there is more to come.

The count is here on the top, we actually had 19 comment letters that asked about this; I would say the primary concerns come down to these two, which is concern over potential burial mounds and related to that, outdated investigation guidance. There was a question of, one example could be if it could be done more in the way of looking at aquatic, potential for aquatic mounds; so, mounds that have now occurred like because of water rising and land masses being covered, do they exist underwater? And, so, the response to comments spoke to what the requirements are, what was done, and again led to the response to comments to just pointing out if the agencies in our State and our Federal agencies believe that the work is not sufficient based on the information provided in the EIS, not the Fed guidance wasn't met, but if that was triggered, more would be completed. And then, also, this Unanticipated Discovery Plan, mentioned in Bullet #2, also provides resolutions to the fact that this isn't a closed story. When the project proceeds, it's planned there would be an Unanticipated Discovery Plan developed with the agencies with overview on culture resources topics and probably even tribal guidance on that. So, therefore, moving forward, if during the process of mining, there was something, an unanticipated problem, there would be a procedure for carrying out review, contacting the correct agencies to visit the site and to address the issues.

Courtney said here, as Beth had pointed out with her Purpose and Needs, we provided two example responses: The right just highlights probably the neediest part of those responses. In Bullet #1, it spells out the types of study that were completed with the site, that is called Phase I Archaeological Investigation. And then the second bullet there speaks to the number of rules, and agencies that will be carrying out the rules of the project as the project would continue forward permitting. Then, the last bullet there, just again highlights the Unanticipated Discovery Plan that would be developed.

Okay, we've got two more bullets here. We talked a little bit about, I'm just going to hit on Bullet #3, it kind of gets back to it again, how would we set out to work with more tribal coordination during this EIS process and then moving forward. With our last bullet here, we kind of again highlight that we are the State process and when the Federal process moves forward, there will be other government consultations under Section 106; but again, just to point out the differences between the process we're in and the process that we've dealt with before, which would be a Federal process. That's it on that, and Beth will keep moving us forward.

Beth said as a meeting topic, let us know if you need more detail, the last substantive comment topic that we got comments on was the Mississippi River Corridor Critical Area, they call it MRCCA. This is a DNR Rule that then translates into your Building Code, by law. So, seven parties, seven letters asked about the MRCCA Rules and the comments were really along the lines of is this facility defined as a new facility or an expanded facility? Debate about that in the letters. And then, also, for MRCCA its in a classification or district called the Rural District. So, there were concerns about the impacts in the District like that with the project.

So, we rely quite heavily on our legal experts to review the Rules and Statutes related to MRCCA at the State level, as well as your own Zoning Code, and they helped us with these responses. Let me just review that: The City's MRCCA Regulations do not prohibit expansion of non-metallic mining operation, that's the key piece that is under debate, nor do the MRCCA Regulations prohibit expansion of existing non-metallic mines; rather, MRCCA Rules prohibit only new, non-metallic mining in certain locations. So, that's the legal interpretation of it. Also, with Alternative B, again that's the proposer's project, expansion of mining operations that have been operated continuously adjacent to the site since the 1950s; that's again why this is being defined as an expansion because they're using the same equipment and its moving adjacent to the existing site.

Okay, so those were three really needy topics. I can go through the other ones quickly and I can even find out if there's one that you wanted to set on for a second, but I do want to stop here, we covered three big topics. Any questions about those? Purpose and Need with Alternatives, MRCCA, and Culture Resources and Tribal Engagement.

Council Member Olsen replied no, you were very thorough and just in reading the responses, it's pretty clear that we've done our homework, so to speak, and everything appears to be in order.

Beth said I appreciate that; we spent a lot of time with your staff and with the proposers, and going back and forth on these responses, and we particularly wanted to make sure that these three topics we got had effective responses.

Council Member Olsen said and none of the topics are a surprise. We've heard these before, but the way in which the responses were formulated I think sort of put everything to bed in a very bulletproof way.

Beth said okay, let me go through quickly the other topics. I don't have to review the responses unless someone requests it. I know it's been a long day, so let me just go through these quickly.

Property Values: We had five parties, five letters identified property value concerns related to noise being near the new facility and hearing it, the views of a new industrial use, light pollution, and also using the backwaters as a recreational area. The biggest piece here is that the City, there are so many factors for property values, what the City really has control over is Zoning, the Comprehensive Plan, and how those policies and regulations get implemented at the local level, but, obviously, there were concerns about that.

Visual Impacts: 29 parties commented on it, that's the most amount of letters identified visual impacts. No surprise, this was a lot of people from River Acres, and their view of the new facility, and the letters also mentioned the changing view from shore; well, berms that will be built with the project not fitting into the natural landscapes, and of course, the changing views from River Acres. So, what the Amrize team did was additional vantage points in their analysis and even did some visual simulations about what those views would look like under future conditions. So, that's part of what we said in the comments, and also with the barrier berm, additional designs will be developed in the permitting process, and various agencies will have opinions over what those berms are going to look like. So, that's another part where this can be dealt with is in permitting.

Council Member Olsen asked Spring Lake Park? Council Member Clausen said that's across the river.

Beth replied yes, there were some concerns about views from Spring Lake Park, and I believe that Cheryl might be able to answer this in more detail, but I believe that a couple of the new views that were added, or old views that were referred to I believe were from Spring Lake Park.

Council Member Olsen said okay, good, that's the first time I heard that one, so okay.

PFAS in the Community: Beth said there were nine letters that mentioned it, and the main point here was that there was concern for seepage into the groundwater from the project. So, a couple of ways we responded to this: The Nelson Mine does not have any known PFAS sources at this point on site, and sampling indicates there will be likely no restrictions on the reuse or placement of dredged material. Then, also, the project would not extend into bedrock or underlying aquifers.

Recreation: We had Ducks Unlimited send a letter; there were other families and people who like to boat and hunt along the river that commented that was their concerns, and also the impacts from enjoying Spring Lake Park. We identified here that yes, the backwaters will not be used as an open recreation area when the mining is in use, it will eventually go back to recreation, and that was primarily what we had to say for that.

NOAA: 17 parties mentioned this. There were a couple of pictures saying pieces of this, there were concerns about underwater species and spawning from now moving from an inland facility to an underwater facility, and also commenters mentioned the difference in noise from that inland location to the backwaters location. There were some studies, obviously, I would say about noise and there were no new impacts identified or standing impacts identified from the change of location. This was something that there were a few topics that Stantec also brought in technical experts to review, and this was one in particular where we said, okay, what do you think about this? And they agreed with the assessment of the EIS.

Courtney said we talked a lot about response to comments, which is really what decides if there are any changes that need to be written in the Final EIS. In the Final EIS, these bullets here kind of list what would be a difference between the Draft EIS and the Final EIS:

- An Alternative was added, the Lakeland Analysis, as previously mentioned by Beth.

- Culture Resources: That summary sort of in that Table, we made sure to really expand on that in the document, lay it out in the section where Culture Resources is covered really detailed, what has been done to date, what could carry forward and drive additional Culture Resources review.
- The Visual has an expanded appendix in the Final EIS.
- The Permitting Process was updated in Table 1.1, so that Table has some slight adjustments.
- Other Clarifying Language: Where we could tell based on the commenter's questions that we just need to be a little bit clearer in statements; this included questions around bedrock drilling concerns, market conditions, recreational use, and that Unanticipated Discovery Plan for Culture Resources.

Beth said this slide is just meant to highlight other topics that were mentioned by commenters, but I would say weren't substantive, so changed the content of the EIS or drive further analysis. These are topics that other commenters brought up: Air Quality Impact, Geology, Groundwater Usage, and you can see the whole list here. As noted, they drove us preparing a response to comment, but it didn't drive having a change in the EIS.

Next Steps: Courtney said so this is telling you, kind of as Beth introduced at the beginning, what's coming next:

- As noted, October 1 would be a decision to formally put the Final EIS out there for the public and agencies, for a pending comment period.
- On October 14, we would follow the State process and then the EIS would get published in the EQB Monitor; it would get distributed to all of the agencies by email to whom it was originally distributed, and every person who commented on the EIS will also get a distribution of a response to their comment.
- Then, the last step would be of course on November 5, on the adequacy determination.

Beth said and let me mention really quickly, because you're still reviewing it, this is not yet on the City's website. I'm working with City staff to update the landing page for the Nelson Mine, the EIS, and that will be available to the public we believe next week, so they can review it. It doesn't open a comment period; there's going to be a very specific note that the comment period is here to here, but we will be creating much more transparency about the specific changes and elements on the website so you can refer any question to that website.

Mayor Bailey asked is that it? Beth replied that's it for us.

Mayor Bailey said all right, a quick question, well, a couple of questions maybe: One is so, the property that Amrize, do they actually or the landowner actually own the land underneath where you're proposing to do this? Because I do know that, like when we did the Mississippi Dunes development and the park and that, part of those property lines actually go under the backwaters and that. So, is the property that you're looking to continue to mine, even though its in the river, is it originally part of the property? And I don't know if you can answer that, or?

Beth replied I would turn to Amrize to give a response to that.

Mayor Bailey said or if you don't think you can, that's fine. I just was curious if it'd be available.

An unknown male replied yes, that question was raised early on in the process, and we did extensive work with a riparian, which is a legal expert for water things. And, so, they went back and looked at old surveys and different things, and the way the property ownership transferred and was retained when the Lock and Dam was put in and that water was flooded, we believe we have, or PAS had, who owned the property, legal rights to that area.

Mayor Bailey said okay, that's interesting, and I kind of assumed so because it seems like everybody back there owns a piece of the river, if you will, depending on who owned what and when they did, whatever.

The unknown male said that came up pretty early in the process, and we did our homework there.

Council Member Garza said I remember last year when they were here and the actual families were here, and they actually spoke about that, that some of the lands they owned were underwater. Mayor Bailey said I just couldn't remember if that was all of it, part of it, or whatever.

Mayor Bailey asked and then, are you still in any type of conversations with the Army Corps of Engineers about their plans for dredging? And I know it's a little off topic, but it's kind of.

Beth replied yes, it's connected.

Mayor Bailey said because I know, and I want to say something real quick, I know early on there were some conversations that the idea would be that they could take the sediment from the main channel and they could put it in these what I'll call larger hole that you guys would be creating in the backwater area there. Whereas the Army Corps of Engineers was more interested in dumping it in the lake, in the inland lake, which I know the Schillings and ourselves, as a City, are opposed to that. Any updates on that at all?

The Amrize male replied I've been working with the UMWA, Upper Mississippi Waterway Association, they've got relationships with the Corps, and the people on the Board there are really knowledgeable about river operations. We're trying to facilitate a meeting with the property owners and us and UMWA members to try and get that sorted out and have a further discussion about that. We haven't got that arranged yet, but it's definitely the long-term vision, and we're continuing to try to work on that with the Corps.

Mayor Bailey replied okay, because I'm really interested in that process because some of the things that they were talking about doing is not something that we as a collective City were interested in, and I know the prevailing landowner wasn't interested in it either.

The Amrize male said we'll be happy to go with the City as well, if you want to join this group or whatever, however we do that, because we're aligned there.

Mayor Bailey replied I know we had conversations with our legislative team last year, last September, I believe, in D.C., is that correct? Or I'm sorry, it was in this year, in March, I apologize. We made comments about trying to get in contact with the Army Corps to have a deeper discussion about what's the ultimate goal of what they want to do and what makes sense for the future island, as well as your continued business and what they need to do in the channel. And I think we had some interest from our electeds; so, I don't know if that maybe got the ball rolling, but yeah, definitely, or we need to reconnect, that might be an idea.

The Amrize male replied absolutely.

Mayor Bailey said and then I don't know about the rest of the Council, but one of the other last things I'll say and then I'll be quiet if Council has questions or comments; one of the big things that I got contacted about a lot, and you mentioned it in the presentation, is a lot of concerns from the River Acres neighborhood. Some of the people I know used to kind of head down to that area when I was a younger kid, so the families know who I am, outside of being the mayor. And I don't know if it's an option or not for, and I know I'd like to do this, but I don't know about Council: If it would be possible at some point to take some type of a, I almost want to say a boat tour, where you could take us and we could go over and look at the views of what you guys are proposing. It sounds like you're looking at mitigating, based on what I saw there; it would be helpful for me as we continue to talk to the residents in the future, you know, what indeed will they really see, or is it more of a fear of the unknown? You know what I mean? So, just if it's possible, I would love it. I mean, you guys did a great job, I was amazed at your dredge when you took me on the tour of your dredge, that was quite amazing. But it would also be neat to see the view from at least the River Acres neighborhood.

Mayor Bailey asked Council, any other comments at this point or anything you want to add?

Council Member Olsen said you mentioned a couple different times in the presentation engaging with tribes. So, to what degree did they choose to engage? Were they highly engaged, were they kind of off to the side? I mean, I know they sent you a letter, but I guess what I'm looking for is did they really plug into this? Because I know the opportunity was there.

Beth replied yeah, and let me say again, or more of what Courtney would say, when this process started; so, this goes back to 2008, when this process started, it was a joint State and Federal process. So, it triggered that consultation that Courtney was talking about, so a lot of the local government coordination occurred in the late 2000s. When the project was resurrected about five years ago, it was the City who started the TAC, and we sent letters to every Tribal Historic Preservation Office offering the opportunity for them to be involved at whatever level they wanted to be involved. I worked closely with Jennifer on this invitation, and we said we can have a meeting with you to describe the project, you can be on a TAC, we can have regular independent meetings with you, and it was Prairie Island Indian Community that took us up on our offer. And we had a meeting with their staff, and then we also invited them onto the TAC, they came a few times, and I believe that they had a lot of

changeover in staff; and so, it was hard to maintain that commitment, but they stayed on the email distribution list, so they got all of our agendas for upcoming meetings, and they saw all of the summaries afterward. Then, of course, Amrize has been doing more since then. Tom, do you want to just mention quickly the outreach that you've been doing to some of the tribal partners?

Tom from Amrize replied well, we've got two permitting projects that we're working on in the area. I've sat before Prairie Island's Tribal Consulate and explained the projects that we'll be working on. We've invited the Prairie Island Indian Community out, they viewed our Larson operation, and they committed that it's a very busy time of year, but looking to come out and visit our Nelson operation here in the near future. I would say those are some of the things that come to mind; we've got an open dialogue with them, much better communication than we had definitely at the start of the project.

Council Member Olsen said that's why I asked, because actually a couple of us sitting here were on the Council in 2008, and at that time, they were not plugged in at all. Mayor Bailey said no, they clearly weren't. Council Member Olsen said so, I'm glad to hear that it's better.

Beth said and as many of you know, as we stated, this is not a joint process with the Feds, and now we're trying not to get into all of the details of this. The first couple years of this process, we worked with your staff to really try to get urgently the Army Corps, who would have permitting authority, to do that Joint Memorandum of Understanding, and they stalled so long that we had to move forward with the State process. We really look forward to more tribal engagement on a more equitable level.

Council Member Olsen said I'm glad to hear that, thank you.

Mayor Bailey asked Council, anything else at this point? There were no other comments or questions from Council Members.

Mayor Bailey asked do you have what you need? Beth replied okay. Mayor Bailey said thank you so much. Beth replied you're welcome, we will see you again on October 1 unless anything changes. If there are more details that you're interested in, we can also revise staff reports and give you more context, just let us know.

Mayor Bailey replied that sounds good.

14. WORKSHOPS - CLOSED TO PUBLIC - None.

15. ADJOURNMENT

Motion by Council Member Olsen, second by Council Member Thiede, to adjourn the meeting at 8:45 p.m.
Motion carried: 5-0.

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



City Council Action Request

7.B.

Meeting Date	10/1/2025		
Department	Administration		
Agenda Category	Action Item		
Title	City Council Special Meeting Minutes (2025-09-03)		
Staff Recommendation	Approve the September 3, 2025, City Council Special Meeting Minutes.		
Budget Implication	N/A		
Attachments	<table border="1"><tr><td>1.</td><td>2025-09-03 City Council Special Meeting</td></tr></table>	1.	2025-09-03 City Council Special Meeting
1.	2025-09-03 City Council Special Meeting		

MINUTES COTTAGE GROVE CITY COUNCIL

September 3, 2025

Amphitheatre
12800 RAVINE PARKWAY SOUTH

SPECIAL MEETING - 6:00 P.M. **Amphitheatre**

1. CALL TO ORDER

Mayor Bailey called the Special Meeting to order at 6:00 p.m.

2. REGULAR AGENDA

- A. Swearing-in and Badge Ceremony
Staff Recommendation: Perform the Swearing-in Ceremony for Riley Erickson, Bill King, Tyler Mielke, Phillip Wiggins, and recognize the achievements of Christy Kreminski, Chris Veirling, and Casey Banken.

The City recently held a special ceremony to recognize the dedication of its public safety personnel. The event, which included a formal badge pinning and recognition of achievement, was a moment of great pride for the community.

The ceremony was marked by speeches highlighting the service of public safety and the administration of oaths for Riley Erickson, Bill King, Tyler Mielke and Phillip Wiggins. The Director of Public Safety, the Fire Chief, and the Deputy Fire Chief all spoke, sharing words of encouragement and appreciation for the officers' commitment. Following their remarks, the new public safety personnel took their official oaths with the City Administrator, Jennifer Levitt, making a solemn promise to serve and protect the community.

The ceremony also recognized the achievements of Christy Kreminski, Chris Veirling and Casey Banken. These individuals were acknowledged for their contributions and dedication, with the recognition highlighting their professional accomplishments within the department.

During the ceremony, new badges were formally pinned on public safety staff by the chosen family members, symbolizing their commitment and service to the community. The support from family members in attendance was notable. Their presence demonstrated a strong foundation that allows public servants to perform their duties.

Minutes were transcribed by Tamara Anderson, City Clerk.



City Council Action Request

7.C.

Meeting Date 10/1/2025

Department Administration

Agenda Category Action Item

Title Liquor License - Mi Pueblo Seis, LLC

Staff Recommendation Authorize issuance of an on-sale intoxicating/Sunday liquor license to Mi Pueblo Seis, LLC, located at 7155 Jorgensen Lane South, Cottage Grove, MN.

Budget Implication N/A

Attachments	1.	Memo - City Clerk (Mi Pueblo Seis LLC - On-Sale Liquor)
	2.	Memo - Public Safety (Mi Pueblo Seis LLC, Restaurant and Bar)



To: Honorable Mayor Bailey and Members of the City Council
Jennifer Levitt, City Administrator

From: Tamara Anderson, City Clerk

Date: September 23, 2025

Subject: On-Sale Liquor License – Mi Pueblo Seis, LLC

BACKGROUND

An on-sale intoxicating liquor license application has been received from the owners of Mi Pueblo Seis for their new restaurant located at 7155 Jorgensen Lane South. Per Cottage Grove City Code, on-sale intoxicating liquor licenses are issued to restaurants, hotels, clubs, bowling centers, theaters, convention centers, and congressionally chartered veterans' organizations.

In accordance with city code, a background investigation was conducted by the Department of Public Safety. The applicants signed a general authorization and release of private data form, which allowed for a complete criminal history background check. The investigation found that the applicants' records are in compliance with the city's ordinances and state statutes, and no facts were found that would constitute a basis for denial of the license.

Additionally, the applicant must demonstrate proof of financial responsibility with regard to liability as required by Minnesota Statutes Section 340A.409. This proof, which includes a certificate of liquor liability insurance, must be provided to the City Clerk at the time of application and must cover the entire license period or be continuous until canceled.

The granting of this license is subject to several general conditions. Every licensee is responsible for the conduct of their business and for maintaining sobriety and order, and the actions of any employee authorized to sell liquor are considered the actions of the licensee. The license is also subject to all other applicable regulations, ordinances, and state laws. The licensee is required to have a representative attend an annual liquor license training seminar approved by the City and must notify the City Clerk of any new managers or assistant managers within ten days of their employment. On-sale liquor license holders are subject to compliance checks conducted by Public Safety Department.

Furthermore, as per the City's ordinance, the license will not be issued by the City Clerk until the City's Building Official has notified them that the building is ready for occupancy.

The fee for this license will be prorated on a monthly basis in the amount of \$1000. This is in accordance with the City Ordinance 3-11-6 (license fees) since it is a new license being granted late in the license year. The full 2026 On-sale liquor fee of \$6,000 will be due in December 2025.

RECOMMENDATION

Authorize issuance of an on-sale intoxicating/Sunday liquor license to Mi Pueblo Seis, LLC located at 7155 Jorgensen Lane South, Cottage Grove MN.

To: City Administrator Jennifer Levitt
From: Director of Public Safety Peter J. Koerner
Date: September 23, 2025
Subject: LIQUOR LICENSE APPLICATION

INTRODUCTION

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

BACKGROUND

The Cottage Grove Police Department conducted a background check of the following applicants:

Jorge Gomez, DOB: 08/16/1986
Simeon Cuellar Jr., DOB: 03/26/1980

Pursuant to City Ordinance, Jorge and Simeon submitted an application for On-Sale Intoxicating Liquor License to be held at Mi Pueblo Seis LLC, 7155 Jorgensen Ln S, Unit 100, Cottage Grove, MN 55016. The Department of Public Safety is required to conduct a police investigation of the applicants.

CRIMINAL/POLICE CONTACT

The applicants signed a City of Cottage Grove general authorization and release of private data form. As such, we have completed a complete criminal history background check utilizing BCA, MGA, and Accurant. We were able to find one traffic conviction for Jorge with the charge being a Petty Misdemeanor. We also found that Simeon had two traffic convictions with the highest charge being a Petty Misdemeanor. I also found that Jorge and Simeon had completed a liquor license background check with the city of Stillwater in 2023 that was approved.

Upon running the attached copy of the Minnesota DL's that were provided, it showed all have regular class D License with no restrictions. No inconsistencies were observed with the Minnesota driver's license signatures and the applicants' signatures on the submitted forms.

CONCLUSION

The applicants of Mi Pueblo Seis LLC, have submitted, is complete and in compliance with our ordinance.

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

RECOMMENDATION

Recommend that the City Council approve the Liquor License application for the applicants at Mi Pueblo Seis LLC, Restaurant and Bar.



Peter Koerner – Director of Public Safety

9/23/2025



City Council Action Request

7.D.

Meeting Date	10/1/2025				
Department	Public Safety				
Agenda Category	Action Item				
Title	Accelerated Firefighter/Paramedic Recruitment Program Agreement				
Staff Recommendation	Approve the Accelerated Firefighter/Paramedic Recruitment Program Agreement for Ryan Seykora.				
Budget Implication	Approved 2025 Budget				
Attachments	<table><tr><td>1.</td><td>Accelerated Paramedic Program Agreement Seykora 09.22.2025</td></tr><tr><td>2.</td><td>Accelerated Paramedic Program Agreement Seykora Signed_Redacted</td></tr></table>	1.	Accelerated Paramedic Program Agreement Seykora 09.22.2025	2.	Accelerated Paramedic Program Agreement Seykora Signed_Redacted
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2.	Accelerated Paramedic Program Agreement Seykora Signed_Redacted				



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

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

Date: September 22, 2025

Subject: ACCELERATED FIREFIGHTER/PARAMEDIC PROGRAM AGREEMENT

INTRODUCTION

The Cottage Grove Fire Department, as approved by the Cottage Grove City Council for the 2025 budget has implemented a program that offers the opportunity for Firefighter/EMTs to seek Paramedic certification while working full-time on the fire department. The goal of the program is to increase the ability for the fire department to recruit highly qualified candidates to serve as full-time Firefighter/Paramedics with the Cottage Grove Fire Department. Due to the fire department's size and demand for EMS services, it is critical to have all full-time Firefighters at the paramedic certification level. Firefighter/EMTs will help support department operations while they complete Paramedic training.

When hired as a Firefighter/EMT, the department will support the firefighter in their pursuit of their Paramedic certification to allow them to become a full-time Firefighter/Paramedic. The department will pay for their tuition, fees and learning materials, and their salary will support their time in class and clinical experiences.

The department recognizes that the cost of paramedic training is significant and the time, effort, and financial investment of those in the Accelerated Paramedic Program is significant. Due to this significant investment in the individuals in this program, it is appropriate for those that are hired in this program to demonstrate investment into the department and the City of Cottage Grove. To demonstrate this commitment, the fire department proposes the Firefighter/EMTs agree to work for the fire department for at least five (5) years after obtaining their Paramedic certification. A formal agreement has been drafted and has been reviewed by the City Attorney's Office. Failure to complete Paramedic certification, termination due performance issues and/or leaving the department prior to the five (5) year period will result in a pro-rated repayment requirement for the cost of tuition, fees and learning materials for Paramedic training. The Firefighter will be required to sign this agreement to be employed in the accelerated recruitment program. The department conducted a process and identified candidate, Firefighter/EMT Ryan Seykora. His start date will be October 6, 2025.

RECOMMENDATION

Approve the Accelerated Firefighter/Paramedic Recruitment Program Agreement for Ryan Seykora.

**CITY OF COTTAGE GROVE
DEPARTMENT OF PUBLIC SAFETY
FIRE DIVISION**

**ACCELERATED
FIREFIGHTER/PARAMEDIC
RECRUITMENT PROGRAM**

This Accelerated Firefighter/Paramedic Recruitment Program Agreement ("Agreement") is entered into by and between the City of Cottage Grove (hereinafter "CITY") and Ryan Seykora (hereinafter "Employee").

RECITALS

WHEREAS, Employee has been offered employment by the City of Cottage Grove as a full-time, certified Firefighter/EMT with the understanding that he/she will complete certain specialty training and educational requirements in order to become a certified Firefighter/Paramedic; and

WHEREAS, CITY is providing the opportunity for the Employee to complete such specialty training and education in anticipation of Employee continuing to work for the CITY as a full-time, certified Firefighter/Paramedic, enabling the CITY to recover some of the benefit of the investment in the Employee's specialty training and certification; and

WHEREAS, Employee must be a Minnesota Fire Service Certification Board certified Firefighter 1 and 2 within the State of Minnesota; and

WHEREAS, CITY and Employee recognize that this Agreement is not intended to constitute a guarantee of continued employment with the CITY; and

WHEREAS, Employee understands that the CITY would not provide such specialty training and/or certification unless the Employee intended to continue to work for the CITY, and, therefore, agrees to reimburse the CITY in the event the Employee voluntarily terminates his/her employment with the CITY or fails to abide by the terms and conditions of this Agreement after completion of the specialty training and/or certification.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the CITY and Employee agree as follows:

- (1) The CITY agrees to employ Employee as a full-time, certified Firefighter/EMT pending his/her completion of the classroom and skills requirements to be certified by the National Registry of Emergency Medical

Technicians (NREMT) and the State of Minnesota as a Paramedic. Employee agrees to pursue and complete the Paramedic training and certification program within twenty-four (24) months of the date Employee began his/her employment with the City. The Paramedic Training program must be an accredited Paramedic program that is approved by the NREMT and State of Minnesota Office of Emergency Medical Service.

- (2) Provided Employee meets the terms and conditions set forth in this Agreement, the CITY agrees to pay the cost of tuition, books and fees associated with Employee's completion of the Paramedic training and certification program.
- (3) Employee agrees to obtain a Paramedic certification with the National Registry of Emergency Medical Technicians and the State of Minnesota within ninety (90) days of eligibility and within twenty-four (24) months of the date Employee began his/her employment with the CITY. Failure to meet this requirement may result in termination of employment as a full-time, Firefighter/EMT with the CITY.
- (4) Employee agrees to participate in and pursue the Paramedic training and certification program to the best of their ability and use reasonable efforts to complete the program. Should the Employee not complete the program, fail the program, withdraw or be expelled from the program, the CITY's obligations under this Agreement shall immediately cease.
- (5) Employee agrees to work as a full-time, certified Firefighter/EMT with the Cottage Grove Fire Department while completing his/her Paramedic training and certification program.
- (6) Employee agrees to maintain a current Emergency Medical Technician ("EMT") certification by the Minnesota Office of Emergency Medical Services and National Registry in accordance with the Department's Medical Director and Fire Department policies while completing his/her Paramedic training and certification program.
- (7) Employee agrees to maintain Firefighter 1 and 2 certifications and Minnesota Board of Firefighter Training and Education Firefighter licensure with the State of Minnesota while completing his/her Paramedic training and certification program.
- (8) The CITY agrees to employ Employee as a full-time, certified Firefighter/Paramedic with the Cottage Grove Fire Department upon his/her successful acquisition of a Paramedic certification.

- (9) Employee agrees to work as a full-time, certified Firefighter/Paramedic for the Cottage Grove Fire Department for a period of five (5) years commencing immediately upon becoming certified as a Paramedic.
- (10) Employee shall be obligated to reimburse the CITY for any and all payments made by the CITY toward the cost of his/her tuition, books, and fees that are associated with Employee's completion of the Paramedic training and certification program if any of the following occur:
 - A. Failure to obtain Paramedic certification from the National Registry and the State of Minnesota within ninety (90) days of completion of the Paramedic training and certification program.
 - B. Termination from the position of Firefighter/EMT for poor job performance.
 - C. Conviction of a crime or other activity which would prevent him/her from obtaining and maintaining a Firefighter license from the Minnesota Board of Firefighter Training and Education or EMT or Paramedic certification from the National Registry or State of Minnesota.
 - D. Failure to meet any of the selection requirements for the position of Firefighter/Paramedic with the Cottage Grove Fire Department.
 - E. Failure to successfully complete the Cottage Grove Fire Department's Field Training Officer Program.
 - F. Failure to complete the Cottage Grove Fire Department's one-year probationary period, which commences on the date of employment as a full-time, certified Firefighter/Paramedic.
 - G. Resignation from the position of Firefighter/Paramedic with the Cottage Grove Fire Department prior to completing five (5) years of service in that position.
 - H. Termination for misconduct as a Firefighter/Paramedic from the Cottage Grove Fire Department prior to completing five (5) years of service in that position.
- (11) Employee agrees that in the event he/she fails to meet any of the terms and conditions of this Agreement and becomes obligated to reimburse the City for tuition, books and fees, said reimbursement shall be paid in accordance with the following schedule:

- A. 100% reimbursement if termination occurs prior to completing one (1) year of service as a Firefighter/Paramedic with the CITY.
- B. 80% reimbursement if termination occurs prior to completing two (2) years of service as a Firefighter/Paramedic with the CITY.
- C. 60% reimbursement if termination occurs prior to completing three (3) years of service as a Firefighter/Paramedic with the CITY.
- D. 40% reimbursement if termination occurs prior to completing four (4) years of service as a Firefighter/Paramedic with the CITY.
- E. 20% reimbursement if termination occurs prior to completing five (5) years of service as a Firefighter/Paramedic with the CITY.
- F. No reimbursement is required after Employee has served as a Firefighter/Paramedic for five (5) years with the CITY.

If Employee is obligated to repay any amount expended by the CITY for tuition, books and fees, pursuant to this Agreement, the amount reimbursed shall be paid to the CITY in full within one hundred and twenty (120) days of the event triggering the necessity for repayment. The Cottage Grove City Council may, at its sole discretion, allow additional time for Employee to repay the amount due. Employee authorizes CITY to deduct the amount of any reimbursement obligation owed from any compensation due and owing to Employee at the time of separation from employment, including, but not limited to, salary, wages, bonuses, commissions, or vacation pay.

- (12) Any notice required or permitted to be given under this Agreement shall be in writing and may be given by personal delivery, email or by mail to the following addresses:

If to CITY: City of Cottage Grove
12800 Ravine Parkway
Cottage Grove, MN 55016
Attention: Director of Public Safety

Or emailed: PKoerner@cottagegrovemn.gov

If to EMPLOYEE: Ryan Seykora

Or emailed: RSeykora@cottagegrovemn.gov

- (13) Employee hereby indemnifies and holds harmless the CITY from and against any and all suits, claims, actions, damages and other losses which the Employee suffers or incurs as a result of any governmental taxing authority assessing the reimbursement of the tuition, books, and fee payments made pursuant to this Agreement as a benefit to the Employee.
- (14) The terms and conditions set forth herein constitute the entire agreement between the CITY and Employee and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement unless made in writing and signed by both CITY and Employee.
- (15) CITY and Employee agree that any action to interpret or enforce this Agreement shall be governed and enforced according to the laws of the State of Minnesota and any dispute under this Agreement must be venued in Washington County District Court.
- (16) If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.
- (17) This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of CITY and Employee. This Agreement is not assignable without the mutual written agreement of the CITY and Employee.
- (18) All data collected by the CITY pursuant to this Agreement shall be subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

I have read the foregoing Agreement and acknowledge that it is the complete agreement, and by signing below, I affirm that I fully understand and agree to its terms and conditions.

CITY OF COTTAGE GROVE

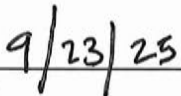
By: _____
Myron Bailey, Mayor

By: _____
Tamara Anderson, City Clerk

Date

EMPLOYEE

By:  _____
Ryan Seykora

 _____
Date



City Council Action Request

7.E.

Meeting Date 10/1/2025

Department Public Safety

Agenda Category Action Item

Title Cottage Grove Lions Fitness Equipment Donation

Staff Recommendation Accept the donation of equipment in the amount of \$4,997.30 for the workout room at City Hall from the Cottage Grove Lions Club.

Budget Implication N/A

Attachments

1.	CG Lions Fitness Equipment Donation
2.	Fitness Equipment Invoice



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

From: Peter J Koerner, Director of Public Safety

Date: September 23, 2025

Subject: **COTTAGE GROVE LIONS FITNESS EQUIPMENT DONATION**

INTRODUCTION

In August 2025, the Cottage Grove Lions Club in partnership with the VFW and Beyond the Yellow Ribbon organizations hosted the Hometown Heroes Golf fundraiser to support our public safety and military communities. The Lions Club graciously offered a \$5000.00 donation to promote public safety wellness.

Currently, the fitness center at City Hall lacks free weights for strength training. Public Safety staff, along with the City's Wellness Committee, has recommended the addition of a power rack and weights.

The Lions Club will purchase the PRx Performance power rack, attachments, and free weights in the amount of \$4997.30 with Council approval. The equipment will be donated to the fitness center at City Hall/Public Safety building.

RECOMMENDATION

1. Accept the donation of equipment in the amount of \$4997.30 for the fitness center at City Hall from the Cottage Grove Lions Club.



PRx Performance, LLC

4171 24th Ave N, Fargo, ND 58102
accounting@prxperformance.com

DRAFT

ORDER NO
#D19018

ORDER DATE
09-19-2025 09:17 AM

SHIP TO

Brad Petersen
bpetersen@cottagegrovemn.
gov
City of Cottage Grove –
Department of Public Safety
12800 Ravine Parkway South
Cottage Grove, MN 55016
United States
+1 763-232-9277

BILL TO

Brad Petersen
bpetersen@cottagegrovemn.
gov
City of Cottage Grove –
Department of Public Safety
12800 Ravine Parkway South
Cottage Grove, MN 55016
United States
+1 763-232-9277

ITEM	SKU	QTTY	TAX	UNIT PRICE	TOTAL
 Build Limitless® 6-Post Rack ➤ Stealth Gray ➤ 89"	BL5922	1	0%	\$ 1,599.99	\$ 1,599.99
 Build Limitless® Weight Storage Pegs (Pair)	BL1176B	3	0%	\$ 68.99	\$ 206.97
 Profile® Landmine Attachment	PX262	1	0%	\$ 130.99	\$ 130.99
 Build Limitless® Halo Arms® ➤ Multi-Grip Handle	BL4542	1	0%	\$ 1,574.99	\$ 1,574.99
 PRx 3x3 Dip Station ➤ Dip Station Attachment Only	PX847	1	0%	\$ 157.99	\$ 157.99
 Build Limitless® Safety Strap System	BL1132B	1	0%	\$ 236.99	\$ 236.99
 Lock-Jaw Oly 2 Barbell Collar	PX101	1	0%	\$ 40.99	\$ 40.99

ITEM		SKU	QTTY	TAX	UNIT PRICE	TOTAL
	PRx Color Fleck Bumper Plates > 160lb Bundle (10lb, 25lb and 45lb pairs)	PXB316	1	0%	\$ 355.99	\$ 355.99
	PRx Color Fleck Bumper Plates > 45lb	PXW754-IG	1	0%	\$ 187.99	\$ 187.99
	PRx Color Fleck Bumper Plates > 35lb	PXW753-IG	1	0%	\$ 156.99	\$ 156.99
	PRx Color Fleck Bumper Plates > 15lb	PXW751	1	0%	\$ 82.99	\$ 82.99
	PRx Thresher Barbell	PXB400	1	0%	\$ 292.99	\$ 292.99

SUB TOTAL : \$ 5,025.86

DISCOUNT : - \$ 693.56

SHIPPING : \$ 665.00

TAX : \$ 0.00

TOTAL : \$ 4,997.30

Terms & Notes



Thank you for your valued business. We greatly value your trust and confidence and sincerely appreciate your loyalty to our business.



City Council Action Request

7.F.

Meeting Date	10/1/2025						
Department	Finance						
Agenda Category	Action Item						
Title	Water Service on 110th Street South - Declaring Costs to be Assessed and Adopt Assessments						
Staff Recommendation	Adopt Resolution 2025-146 to declare costs and adopt assessments for 110th Street South for water service installation.						
Budget Implication	N/A						
Attachments	<table><tr><td>1.</td><td>CC Memo - 110th Street S Water Service</td></tr><tr><td>2.</td><td>Resolution-110th Street S Water Service</td></tr><tr><td>3.</td><td>110th Street So Assessment Waiver</td></tr></table>	1.	CC Memo - 110th Street S Water Service	2.	Resolution-110th Street S Water Service	3.	110th Street So Assessment Waiver
1.	CC Memo - 110th Street S Water Service						
2.	Resolution-110th Street S Water Service						
3.	110th Street So Assessment Waiver						

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

From: Judith Afdahl, Assistant Finance Director

Date: October 1, 2025

Re: Water Service on 110th Street South – Declaring Costs to be Assessed and Adopt Assessments

Background

The lot at 8465 110th Street South has been divided into two parcels and a water service was installed for the newly created lot (see Figure 1 for location of newly created lot). Capra's Utilities Inc. installed the service at a cost of \$15,295. The property owner has asked that the water service installation cost of \$15,295 be assessed and placed on their tax roll.

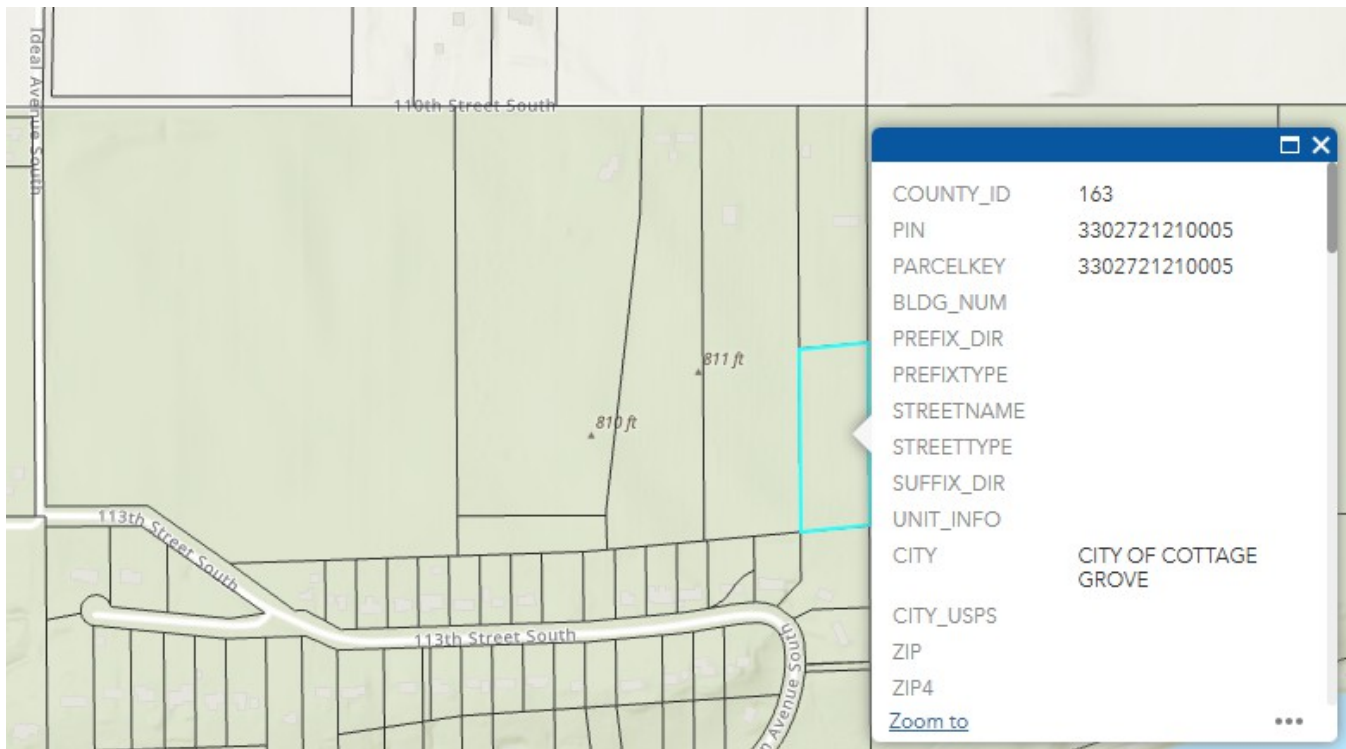


Figure 1: Location of newly created lot

Discussion

City Council approved the Agreement for Contractor Services with Capra's Utilities Inc. and the Assessment Waiver Agreement with the property owner for installation of Water Service at 110th Street South on April 16, 2025. The Assessment Waiver Agreement outlines the cost of \$15,295 associated with the water service installation and the deferment of the installation cost over 5 years at 7% interest.

Recommendation

Adopt Resolution 2025-146 to declare costs and adopt assessments for 110th Street South for water service installation.

CITY OF COTTAGE GROVE
CITY COUNCIL
RESOLUTION 2025-146

**RESOLUTION DECLARING COSTS TO BE ASSESSED AND ADOPTING
ASSESSMENTS FOR 8645 110TH STREET SOUTH FOR WATER SERVICE
INSTALLATION**

WHEREAS, the city contracted with Capra's Utilities for the installation of water service at 8645 110th Street South as requested by Lauren and Brenda Sirotiak (Owners) in their Assessment Waiver Agreement which was approved on April 16, 2025. The cost of the improvements as outlined in the Assessment Waiver Agreement totals \$15,295; and

WHEREAS, Exhibit B of the Assessment Waiver Agreement agrees to levy these costs as an assessment again Parcel 2 identified as Parcel ID 33.027.21.21.0005 and waived their assessment appeal rights pursuant to Minnesota Statutes 429.

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

1. Such proposed assessment, in the amount of \$15,295, a copy of the Assessment Waiver Agreement of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the land named therein, and each tract of land therein included is hereby found to benefit by the proposed improvement in the amount of the assessment levied against it.
2. Such assessment shall be payable in equal annual installments extending over a period of 5 years, at an interest rate of 7.0 percent, the first of the installments to be payable on or before the first Monday in January 2026 and shall bear interest on the entire assessment from the date of this resolution until December 31, 2026. To each subsequent installment when due shall be added interest for one year on all unpaid installments.
3. The owner of the property so assessed may, at any time prior to certification of such assessment to the County Auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City Treasurer, except no interest shall be charged if the entire assessment or on any amount \$500 or greater is paid within 30 days from the adoption of this resolution; and she/he may, at any time thereafter, pay to the City Treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the next succeeding year.
4. The Director of Finance shall transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax lists of the County. Such assessment shall be collected and paid over in the same manner as other municipal taxes.

Passed this 1st day of October 2025.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

**ASSESSMENT WAIVER AGREEMENT FOR
8465 110th STREET SOUTH, COTTAGE GROVE**

THIS AGREEMENT FOR AN ASSESSMENT WAIVER ("Agreement") is entered into and effective as of the 16 day of April, 2025 ("Agreement Date"), by and between the City of Cottage Grove, a Minnesota municipal corporation ("City"), and Lauren Sirotiak and Brenda Sirotiak, husband and wife ("Owners").

RECITALS

- A. Owners are the fee owners of two parcels in the City of Cottage Grove, Washington County, Minnesota. Parcel 1 is legally described on Exhibit A, attached hereto and incorporated herein and Parcel 2 is legally described on Exhibit B, attached hereto and incorporated herein (collectively, Parcel 1 and Parcel 2 shall be considered "the Property"); and
- B. The City has found that certain improvements to Parcel 2 are required; and
- C. The Owners will allow the City to install a water line on Parcel 2 (the "Improvement") to serve Parcel 2; and
- D. The Owners have requested that the City assess the costs of the Improvement to Parcel 2; and
- E. The Owners acknowledge that the Improvement will benefit Parcel 2; and
- F. The Owners acknowledge that in consideration for the City entering into this Agreement, Owners must pay the following fees prior to the issuance of a building permit: stormwater ponding fee, park dedication fee, and administrative fees, in the amounts to be determined by the City.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each to the other contained in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do covenant and agree as follows:

ARTICLE I **THE AGREEMENT**

Section 1.01 Purpose. The purpose of this Agreement is to memorialize the covenants and agreements between the Owners and the City with regard to the Property and the Improvement including the Owners' Assessment Amount which constitutes an estimated benefit of the Improvement pursuant to Minnesota Statutes, Chapter 429 in the manner authorized by Minnesota Statutes § 462.3531.

Section 1.02 Term. The term of this Agreement shall commence on the Agreement Date and shall terminate upon the expiration of the Assessment Term or repayment of the Assessment Amount.

Section 1.03 Survival. Notwithstanding the termination of this Agreement pursuant to Section 1.02, the Owners' Covenants and Agreements contained in Section 3.01 and the City's Covenants and Agreements contained in Section 3.02 shall survive the termination of this Agreement.

ARTICLE II **DEFINITIONS**

Section 2.01 Definitions. The following are terms used in this Agreement. Their meanings as used in this Agreement shall be expressly indicated below, unless the context of this Agreement requires otherwise:

- (a) **Agreement:** This Agreement to memorialize the covenants and agreements between the Owners and the City with regard to the Property, Assessment Amount and the Improvement including the assessment appeal waiver provided herein pursuant to Minnesota Statutes, Chapter 429 in the manner authorized by Minnesota Statutes § 462.3531.
- (b) **Agreement Date:** The date written in the first paragraph of the Agreement.
- (c) **Assessment Amount:** The Assessment Amount shall be Fifteen Thousand Two Hundred Ninety-five and 00/100 Dollars (\$15,295.00). The Assessment Amount is commensurate with the estimated special benefit of the Improvement to Parcel 2.
- (d) **Assessment Interest Rate:** The Assessment Amount shall accrue interest at a rate of seven percent (7%) per year for the Assessment Term beginning from the date of this Agreement.
- (e) **Assessment Term:** The term of the special assessment shall be five (5) years after the Assessment Amount is levied against Parcel 2.

(f) City: The City of Cottage Grove, a Minnesota municipal corporation.

(g) Owners: Lauren Sirotiak and Brenda Sirotiak, husband and wife.

ARTICLE III COVENANTS AND AGREEMENTS

Section 3.01 Covenants and Agreements of the Owner. The Owners covenant and agree with the City that:

- (a) Assessment Appeal Waiver: Owners hereby authorize the City to levy the special assessment against Parcel 2 up to the Assessment Amount for the Improvement. The Owners hereby waive all rights to assessment notices, hearings and appeals, and all other rights pursuant to Minn. Stat. § 429.061, § 429.071 and § 429.081 for the special assessment against Parcel 2 up to the Assessment Amount. The Owners hereby waive any and all procedural and substantive objections to the assessment up to the Assessment Amount against Parcel 2, including, but not limited to, notice and hearing requirements and any claim that any or all of the Assessment Amount against Parcel 2 exceeds the benefit to Parcel 2 for the Improvement. The Owners acknowledge and agree that the benefit of the Improvement to Parcel 2 does in fact equal or exceed the Assessment Amount. The City and the Owners acknowledge and agree that the Owners' waiver of assessment appeal rights pursuant to Minnesota Statutes, Chapter 429, is capped at the Assessment Amount by operation of Minn. Stat. § 462.3531. The City and the Owners acknowledge and agree that the Owners may appeal any special assessment above the Assessment Amount.
- (b) Owners' Covenant Not to Sue the City: Owners hereby covenant with the City not to appeal or sue the City for a court to set aside, reduce, repeal, or invalidate the assessment, or for other relief from the payment of the City's assessment up to the Assessment Amount against Parcel 2 for the Improvement.
- (c) Owners' Covenant that Owners are the Property Fee Owners: Owners hereby covenant and warrant with the City that Owners are seized in fee of the Property and have good right to enter into this Agreement with the City.
- (d) Owners' Agreement to Assessment Amount: Owners understand and agree that the value of the Improvement will increase the market value of Parcel 2 in an amount that equals or exceeds the Assessment Amount.
- (e) Right of Entry: Owners allow the City, its employees, contractors and assigns to enter onto the Property for purposes of constructing the Improvement.

Section 3.02 Covenants and Agreements of the City. The City covenants and agrees with the Owners that:

- (a) Assessment Amount: The City agrees that it will certify/levy the Assessment Amount against Parcel 2 only up to the Assessment Amount for the Improvement pursuant to this Agreement.
- (b) City Recording of this Agreement: The City will record this Agreement against Parcel 2.
- (c) Prepayment of Assessment: The City agrees the Owners may prepay some or all of the City's Assessment Amount against Parcel 2 for the Improvement with no penalty pursuant to Minn. Stat. § 429.061.
- (d) City to Construct Improvements: The City agrees to enter the Property for the purpose of constructing the Improvement. The rights of the City include the right of City, its contractors, agents and servants to enter onto the Property as needed in order to construct and maintain the Improvement.

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 Owners, or their 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.

ARTICLE IV **DEFAULT**

Section 4.01 Default. If a party to this Agreement materially defaults in the due and timely performance of any of its covenants, or agreements hereunder, the other party(s) may give notice of default of this Agreement. The notice shall specify with particularity the default or defaults on which the notice is based. The notice shall specify a ten (10) day cure period within which the specified default or defaults must be cured. If the specified defaults are not cured within the cure period, the other party(s) may pursue all remedies and sanctions available at law and in equity, including specific performance.

Section 4.02 Attorneys' Fees, Costs and Expenses. The Owners agree that after execution of this Agreement, if they challenge the validity of the Assessment up to the Assessment Amount in any way, then Owners shall pay the City the amount of the City's assessment up to the Assessment Amount with accrued interest beginning as stated in Section 2.01(c), together with the City's attorneys' fees, costs and expenses to defend the assessment by the City up to the Assessment Amount pursuant to this Agreement. The Owners acknowledge and agree that the Owners would be unjustly enriched if the City's assessment up to the Assessment Amount pursuant to this Agreement was set aside, reduced, repealed or invalidated by a court with jurisdiction over Parcel 2. The Owners agree that the court with jurisdiction over Parcel 2 shall award the City the assessment up to the Assessment Amount with accrued interest together with the City's attorneys' fees, costs and expenses for breach of the Owners' covenant not to appeal or sue the City pursuant to Article III, Section 3.01(b).

ARTICLE V
GENERAL PROVISIONS

Section 5.01 Notices. All notices, requests, demands or other communications required or permitted by this Agreement shall be in writing and delivery shall be deemed to be sufficient if delivered personally or by registered or certified mail, return receipt accepted, postage prepaid, addressed as follows:

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

If to the Owners: Lauren D. Sirotiak and Brenda L. Sirotiak
8465 110th Street South
Cottage Grove, MN 55016

Section 5.02 Non-Assignability. Neither the City nor the Owners shall assign any interest in this Agreement nor shall either party transfer any interest in the same without the prior written consent of the other party.

Section 5.03 Binding Effect. This Agreement and the terms, conditions and covenants contained herein and the transaction contemplated hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, personal representatives, and permitted assigns. This Agreement shall further be binding on subsequent purchasers of the Property and shall run with the Property herein described.

Section 5.04 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 5.05 Amendments, Changes and Modifications. This Agreement may be amended or any of its terms modified or changed only by a written amendment authorized and executed by the City and the Owners.

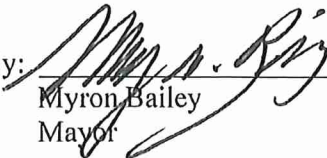
Section 5.06 Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 5.07 Entire Agreement. This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

Section 5.08 Notice To Buyers. The Owners agree to notify and provide any buyer of the Property with an executed copy of this Agreement if the Owners sell any interest in the Property following the execution of this Agreement by both the Owners and the City, but before the recording of this Agreement with Washington County Recorder and/or Registrar of Titles.

IN WITNESS WHEREOF, the City and the Owners have caused this Agreement to be executed by their duly authorized representatives.

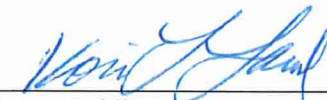
CITY OF COTTAGE GROVE

By: 
Myron Bailey
Mayor

By: 
Tamara Anderson
City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

On this 16th day of April, 2025, before me a Notary Public within and for said County, personally appeared Myron Bailey and Tamara Anderson to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and the City Clerk of the City of Cottage Grove, the Minnesota municipal corporation named in the foregoing instrument, and that it was signed on behalf of said municipal corporation by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.


Notary Public



OWNERS:

Lauren Sirotiak
Lauren Sirotiak

Brenda Sirotiak
Brenda Sirotiak

STATE OF MINNESOTA)
)
COUNTY OF WASHINGTON) ss.

The foregoing instrument was acknowledged before me on 9 day of April, 2025
by Lauren Sirotiak and Brenda Sirotiak, husband and wife.



Jeanette B. Standfield
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
PARCEL 1 LEGAL DESCRIPTION

All that part of the Northeast 1/4 of the Northwest 1/4 of Section 33, Township 27, Range 21 West, Village of Cottage Grove, Minnesota, described as follows: Beginning at an iron stake on the East line of said Northwest 1/4 591.3 feet North of the Northeast corner of Lot 23 of House's Island View as now on file and of record in the office of the Register of Deeds, Washington County, Minnesota, thence South 86 degrees 40' West (assumed bearing) parallel with the North line of Lot 23 of House's Island View as platted 221 feet to an iron stake; thence North 1 degree 40' East parallel with the East line of said Northwest 1/4 794.8 feet to the North line of Section 33; thence South 88 degrees 09' East along the North line of Section 33 a distance of 220 feet to the Northeast corner of said Northwest 1/4; thence South 1 degrees 40' West along the East line of said Northwest 1/4 775.4 feet to the point of beginning. Subject to the rights of 110th Street South. Subject to easements of record. Containing 4 acres, more or less. According to the United States Government Survey thereof.

Abstract Property

PID: 33.027.21.21.0004

EXHIBIT B
PARCEL 2 LEGAL DESCRIPTION

All that part of Government Lot Four (4), and that part of the Northwest Quarter (NW 1/4) of Section 33, Township 27 North, Range 21 West, Village (now City) of Cottage Grove, Minnesota, described as follows: Beginning at the Northeast (NE) corner of Lot 23 of House's Island View as platted; then N 1 degree 40' E (assumed Bearing) on the east line of the Northwest Quarter (NW 1/4) of Section 33 at a distance of 591.3 feet to an iron stake; thence S 86 degrees 40' W parallel with the north line of lot 23 House's Island View as platted 221 feet to an iron stake; thence S 1 degree 40' W parallel with the east line of said Northwest Quarter (NW 1/4) 591.3 feet to an iron stake at the Northwest corner of lot 23 House's Island View as platted; then N 86 degrees 40' E on the north line of lot 23 House's Island View as platted 221 feet to the point of beginning, according to the United States Government Survey thereof; and containing 3 acres more or less, Washington County.

Abstract Property

PID: 33.027.21.21.0005



City Council Action Request

7.G.

Meeting Date 10/1/2025

Department Parks and Recreation

Agenda Category Action Item

Title Peter Thompson Park Building Door Installation

Staff Recommendation Authorize resolution 2025-120 awarding the Peter Thompson Park Building Door Installation Project to Twin City Hardware in the amount of \$23,250 and authorize the Service Agreement between Twin City Hardware and the City of Cottage Grove.

Budget Implication Park Improvement Fund

Attachments	1.	Memo - Peter Thompson Door Installation 2025
	2.	Resolution_2025_PeterThompsonDoors
	3.	Agreement for Contractor Services_Twin City Hardware wExhibit (Peter Thompson Park_Cottage Grove)



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

From: Gavin Hochstetler, Management Analyst

CC: Zac Dockter, Parks and Recreation Director

Date: October 1, 2025

Subject: Peter Thompson Park Building Door Installation

Introduction/Background

The 2025-2029 Capital Improvements Plan includes the purchase and installation of new doors at Peter Thompson in 2025. The funding source of this project is the Park Improvement Fund.

To secure pricing, staff recently solicited quotes from two companies. The results of those quotes are as follows:

Vendor	Cost
Twin City Hardware	\$23,250
S&J Glass, Inc.	\$29,820

Staff recommends proceeding with low quote from Twin City Hardware.

Staff Recommendation

Authorize resolution 2025-120 awarding the Peter Thompson Park Building Door Installation Project to Twin City Hardware in the amount of \$23,250 and authorize the service agreement between Twin City Hardware and the City of Cottage Grove.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2025-120

**RESOLUTION AWARDING THE INSTALLATION OF DOORS AT PETER
THOMPSON PARK IN THE AMOUNT OF \$23,250.**

WHEREAS, quotes were requested to purchase doors and the necessary work for the installation for Peter Thompson Park; and

WHEREAS, two firms submitted quotes; and

WHEREAS, Twin City Hardware provided the lowest responsible quote; and

WHEREAS, it is the recommendation of the Parks Director that the quote be awarded to Twin City Hardware.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, that the installation of doors at Peter Thompson Park be awarded Twin City hardware in the amount of \$23,250

Passed this 1st day of October 2025.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk

AGREEMENT FOR SERVICES
Peter Thompson Park Building Door Installation

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 Twin City Hardware, 723 Hadley Avenue North, Oakdale, Minnesota 55128 ("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 13, 2025, incorporated herein as Exhibit A.
 - ii. Where the terms and conditions of this Agreement and those terms and conditions included in Exhibit A specifically conflict, the terms of this Agreement shall apply.
- b. All of the equipment, parts, and hardware described in Exhibit A shall be delivered and installed at Peter Thompson Park, 6327 Highland Hills Boulevard, Cottage Grove, Minnesota 55016.
- c. Contractor covenants and agrees to provide the Services to the satisfaction of the City in a timely fashion, as set forth in Exhibit A, subject to Section 8 of this Agreement.
- d. 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 \$23,250.00, and Contractor agrees to receive and accept payment for Services as set forth in Exhibit A.
- b. Any changes in the scope of the work of the Services that may result in an increase to the compensation due the Contractor shall require prior written approval by the authorized representative of the City or by the City Council. The City will not pay additional compensation for Services that do not have prior written authorization.
- c. Contractor shall submit an itemized bill for Services provided to City upon completion of the project. Bills submitted shall be paid in the same manner as other claims made to City.
- d. Prior to payment, the Contractor will submit evidence that all payrolls, material bills, subcontractors and other indebtedness connected with the Services have been paid as required by the City.

3. TERM. The Services identified in Exhibit A must be completed by Contractor on or before December 31, 2025. This Agreement may be extended upon the written mutual consent of the parties for such additional periods as they deem appropriate, and upon the same terms and conditions as herein stated.

4. TERMINATION AND REMEDIES.

- a. Termination by Either Party. This Agreement may be terminated by either party upon thirty (30) days' written notice delivered to the other party at the addresses listed in Section 14 of this Agreement. Upon termination under this provision, if there is no default by the Contractor, Contractor shall be paid for Services rendered and reimbursable expenses incurred through the effective date of termination. Contractor shall be entitled to payment from Owner for all non-stock and non-cancellable materials if Owner terminates the Agreement pursuant to this Section 4(a).
- 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. Contractor reserves the right to withhold shipments of materials and/or labor due to the City's failure to make a payment for approved invoices.
 - e. Upon termination of this Agreement, the Contractor shall furnish to the City copies or duplicate originals of all documents or memoranda prepared for the City not previously furnished.
5. SUBCONTRACTORS. Contractor shall not enter into subcontracts for any of the Services provided for in this Agreement without the express written consent of the City, unless specifically provided for in Exhibit A. Contractor shall pay any subcontractor involved in the performance of this Agreement within the ten (10) days of the Contractor's receipt of payment by the City for undisputed services provided by the subcontractor.
 6. STANDARD OF CARE. In performing its Services, Contractor will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the Services are provided.
 7. INSPECTION OF WORK. All materials and workmanship will be subject to inspection, examination, and testing by the City, who will have the right to reject defective material and workmanship or require its correction.
 8. DELAY IN PERFORMANCE. Neither City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Contractor under this Agreement. If such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made

to resume performance of this Agreement. Contractor will be entitled to payment for its reasonable additional charges, if any, due to the delay.

9. CITY'S REPRESENTATIVE. The City has designated Jim Fohrman to act as the City's representative with respect to the Services to be performed under this Agreement. He shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the Services covered by this Agreement.
10. PROJECT MANAGER AND STAFFING. The Contractor has designated Gus Grosbie to be the primary contact for the City in the performance of the Services. He shall be assisted by other staff members as necessary to facilitate the completion of the Services in accordance with the terms established herein. Contractor may not remove or replace the designated staff without the approval of the City.

11. INDEMNIFICATION.

- a. Contractor and City each agree to defend, indemnify, and hold harmless each other, its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Contractor and City, they shall be borne by each party in proportion to its own negligence.
 - b. Contractor shall indemnify City against legal liability for damages arising out of claims by Contractor's employees or subcontractors, including all liens. City shall indemnify Contractor against legal liability for damages arising out of claims by City's employees or subcontractors.
12. INSURANCE. During the performance of the Services under this Agreement, Contractor shall maintain the following insurance:

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

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

13. WARRANTIES. Contractor warrants and guarantees that title to all work, materials, and equipment covered by any invoice, will pass to City no later than the final completion date of all Services. Contractor warrants that all work will be free from defects and that all materials will be new and of first quality. If within one (1) year after final payment any work or material is found to be defective, Contractor shall promptly, without cost to the City, correct such defect.

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

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

Or emailed: jfohrman@cottagegrovemn.gov

If to Contractor: Twin City Hardware
723 Hadley Avenue North
Oakdale, MN 55128
Attention: Gus Groslie

Or emailed: ggroslie@tchco.com

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

16. GENERAL PROVISIONS.

- a. Assignment. This Agreement is not assignable without the mutual written agreement of the parties.
- b. Waiver. A waiver by either City or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
- c. Nondiscrimination. Contractor agrees that in the hiring of employees to perform Services under this Agreement, Contractor shall not discriminate against any person by reason of any characteristic protected by state or federal law.
- d. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota and any action must be venued in Washington County District Court.

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

[The remainder of this page is intentionally left blank]

CITY OF COTTAGE GROVE

By: _____
Myron A. Bailey, Mayor

By: _____
Tamara Anderson, City Clerk

Date: _____

TWIN CITY HARDWARE ("CONTRACTOR")

Signature: 

Name: Chris Bernier

Its: Director, Aftermarket sales & service

Date: 9-9-2025

EXHIBIT A

Order TCH - Oakdale
Initiated 723 Hadley Ave N
From: Oakdale, MN 55128-6205
(651) 735-2200

Page: 1

SALES QUOTE

Quote No. SQ1103758

Sell CU104678
To: City Of Cottage Grove
12800 Ravine Parkway S
COTTAGE GROVE, MN 55016
USA

Ship City Of Cottage Grove
To: 12800 Ravine Parkway S
COTTAGE GROVE, MN 55016
USA

Quote Date: 8/13/2025

9/12/2025

Payment Terms: NET 30

Salesperson: Gus Groslie

Sls Phone:

Sls Email: ggroslie@tchco.com

Ship Method:

Ship Via:

** SERVICE/LABOR DISCLAIMER BELOW **

CUSTOMER IS RESPONSIBLE FOR ALL ADDITIONAL PARTS & LABOR COSTS
INCURRED THAT ARE ATTRIBUTABLE TO CONDITIONS OR INFORMATION
NOT KNOWN TO, OR REASONABLY ASCERTAINABLE BY TWIN CITY HARDWARE
AND/OR ITS SUBCONTRACTORS. EXAMPLES INCLUDE BUT ARE NOT LIMITED
TO, PIPES/WIRE IN WALLS, PREEXISTING WALL, DOOR, OR FRAME CONDITIONS
DOOR, FRAME AND ITS HARDWARE NOT PURCHASED FROM TWIN CITY HARDWARE
AND ANY ACCESS LIMITATIONS TO THE PREMISES, CONTACTS, ETC.

Item No.	Description	Unit	Quantity	Unit Price	Total Price
	REMOVE 3 PAIRS OF DOORS/FRAMES AND INSTALL 3 SIDELITE DOORS/FRAMES WITH NEW HARDWARE. OWNER TO PAINT AFTER TCH INSTALL, WALL REPAIR MAY BE NECESSARY OWNER TO PROVIDE KEYED RIM CYLINDER OR HOUSING/CORE				
503635	SL-14-434-3070-LHR-345HF-CR-GALV-RPD	Each	2	900.00	1,800.00
503635	SL-14-434-3070-RHR-345HF-CR-GALV-RPD	Each	1	900.00	900.00
NS220	71-5/8 X 9-5/8 X 1/2" INSULATED TEMP GLASS	Each	3	175.00	525.00
NS220	79-5/8 X 33-5/8 X 1/2" INSULATED TEMP GLASS	Each	3	260.00	780.00
247065	TAPE, GLAZING, FOAM, 1/8X3/8, 75' BLACK ADHESIVE ONE SIDE	Rolls	2	15.00	30.00
303685M	DR, ST, FSL, 3070, NH, PS, RPD, 18G, CR, 180M, GV- ERT-LCOWC-24X60 1"-IG-INSTALL	Each	2	1,050.00	2,100.00
303685M	DR, ST, FSL, 3070, NH, PS, RPD, 18G, CR, 180M, GV- ERT-LCOWC-24X60 1"-IG-INSTALL	Each	1	1,050.00	1,050.00
206598	BB5HW-NRP-4.5"-US32D	Each	9	45.00	405.00
387465	HINGE, MORT, BB, HW, NRP, 4.5" S425A-36" THRESHOLD, SADDLE, 36"	Each	3	35.00	105.00

Order TCH - Oakdale
Initiated 723 Hadley Ave N
From: Oakdale, MN 55128-6205
(651) 735-2200

Page: 2

SALES QUOTE

Quote No. **SQ1103758**

Sell CU104678
To: City Of Cottage Grove
12800 Ravine Parkway S
COTTAGE GROVE, MN 55016
USA

Ship City Of Cottage Grove
To: 12800 Ravine Parkway S
COTTAGE GROVE, MN 55016
USA

Quote Date: 8/13/2025

9/12/2025

Payment Terms: NET 30

Salesperson: Gus Groslie

Sls Phone:

Sls Email: ggroslie@tchco.com

Ship Method:

Ship Via:

387241	DS78C-3070 WEATHERSTRIP,SET,VINYL,3070	SET	3	90.00	270.00
387525	967C-36" SWEEP,BRUSH,36"	Each	3	25.00	75.00
253385	190S-10"x34"-US32D-CSK KICK	Each	3	45.00	135.00
	PLATE,10"x34",CSK,B4E				
299184	4040XP-SCUSH-TBSRT-ALU	Each	3	575.00	1,725.00
	CLOSER,SPRING,CUSH,GR1				
458281	99EO-US26D-3' (ED99.10000) EXIT	Each	3	1,300.00	3,900.00
	DEVICE,RIM,EO,3',GR1				
458286	98/99GBK-R/M x SP28 (051817-689)	Each	3	50.00	150.00
	PART,EXIT DEV,GLASS BEAD SHIM KIT 1/4"				
458500	990NL-R/V-US26D PART,EXIT	Each	3	250.00	750.00
	DEV,TRIM,LEV,NL				
281425	ONSITE DOOR/FRAAME PAINTING	Each	3	750.00	2,250.00
281000	SERVICE LABOR-TCH SERV INCLUDES HAUL	Each	3	2,100.00	6,300.00
	AWAY				

Subtotal: 23,250.00

Estimated Sales Tax: 0.00

Total: 23,250.00

Warranty at www.tchco.com/warranty



City Council Action Request

7.H.

Meeting Date 10/1/2025

Department Parks and Recreation

Agenda Category Action Item

Title River Oaks Patio Furniture Purchase

Staff Recommendation Authorize the purchase of patio furniture at River Oaks from By The Yard for \$85,087.64.

Budget Implication \$85,087.64 - Golf Course Capital Outlay

Attachments

1.	Memo-Patio Furniture
2.	River Oaks Golf Course Council September 2025



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

From: Zac Dockter, Parks and Recreation Director

CC: Dennis Neitz, River Oaks General Manager
Andrew Sonn, River Oaks Food and Beverage Manager

Date: September 24, 2025

Subject: Patio Furniture Purchase

Introduction

River Oaks has a very unique patio experience with grand views of the golf course and Mississippi River. However, the furniture is quite degraded after years of use and is not very comfortable or functional in design. Enhancing the patio area was identified as an opportunity within the 2021-2025 River Oaks Business Plan. Over the years, the space has been expanded, and landscaping elements have been added. In 2025, \$70,000 was budgeted for the purchase of outdoor patio furniture to invest into elevating the patio experience and generating more revenue.

Background

Staff solicited proposals from multiple vendors. Because this is outdoor patio furniture, staff spent a considerable amount of time researching products that will withstand the elements. Two vendors were chosen for sales quotes: By The Yard and Cardinal Patio Furniture. Both vendors utilize quality materials with appropriate warranties behind their entire product line. The furniture proposals include a variety of sofas, swivel chairs, tables, fire tables and umbrellas that will service the entire patio area. The results of the quotes are as follows:

<i>By The Yard</i>	<i>\$85,087.64</i>
<i>Cardinal Patio Furniture</i>	<i>\$107,497.98</i>

This purchase does exceed the budgeted amount of \$70,000. However, between increased sales revenue and savings from other capital purchases, there are sufficient funds available to make this purchase and retain a profitable year at River Oaks in 2025.

Vendor Pricing Considerations

Because this is a significant investment with lasting impacts to service and customer experience, staff offers the following additional detail for Council consideration regarding the purchase.

1. Staff has negotiated commercial pricing to include a 25% discount off the entire order. The vendor is offering this discount to ensure fairness and consistency during their current promotional event online.
2. The furniture chosen in this order is of commercial grade and differs significantly from the basic online options designed for household use. There are thoughtful upgrades designed for both functionality and longevity such as:
 - Larger armrests provide convenience and comfort—especially for guests enjoying food or drinks near the firepits.

- Swivel and/or flex chairs that make seating more accessible and comfortable, particularly important due to the weight of the furniture and the uneven exposed aggregate patio surface.
- Upgraded finishes that better resist scratches and wear over time, ensuring a longer lasting and more polished appearance.
- Marine-grade cushions that dry within 10 minutes, thus eliminating the need for bulky storage solutions and/or staff time and space to store cushions inside during rain/dew/frost events.

3. Staff reviewed shipping options to identify any opportunity for savings. By The Yard was unable to adjust this pricing. The importance of having By the Yard deliver the furniture is largely for warranty purposes, but there are also logistical costs (time, mileage, damage) to pick up, load, secure, transport 50 miles and unload over 100 pieces of furniture.

4. River Oak's goal is to create a welcoming, high-quality patio experience for all residents; not just golfers. With new umbrellas for every table, robust furniture that withstands the elements, and entertainment amenities like TVs and a sound system, this new patio experience becomes a true community gathering space. Enhanced landscaping over the past few seasons has already brought new life to the area with flowers and greenery. Next year, a translucent cover will be placed over the trellis so guests can enjoy the patio even in light rain. But of all the patio enhancements, the comfort and stability of the furniture is the most important improvement.

5. This purchase aims to generate a reasonable return on investment. During peak season (May–August), the goal is to increase patio usage by at least 40 additional guests per day. That modest increase would translate into an additional \$86,400 in annual grill revenue (120 days × 40 guests × \$18 average spend). New patio furniture is not as a short-term expense. Rather, it is a strategic investment into the River Oaks and broader community experience.

Staff Recommendation

Purchase River Oaks patio furniture from By The Yard for \$85,087.64.

By the Yard
3283 Bluff Dr
Jordan, MN 55352-9375
(877) 220-0448
www.bytheyard.net



Sales Order 148119

Order Date: 8/19/2025

BILL TO:	SHIP TO:	SHIPPING & DELIVERY
City of Cottage Grove River Oaks Golf Course & Event Center 11099 Highway 61 Cottage Grove MN 55016-4143 (651) 493-8164	River Oaks Golf Course & Event Center 11099 Highway 61 Cottage Grove MN 55016-4143 (651) 493-8164 Attn: Andrew Sonn asonn@cottagegrovemn.gov	COMMERCIAL STANDARD DELIVERY - Curbside or dock delivery only. Items will be assembled and delivered to your business.

CUSTOMER PO	TERMS	SALESPERSON	TOTAL SAVINGS
	Due with Order	Sue Maroney-Smith	25,799.73
QUOTE NBR	SHIPPING TERMS	SHIPPING VIA	SHIPPING ZONE
QT008656	COMMERCIAL	JORDAN TRUCK	ZONE3

QTY.	WHS	ITEM	PRICE	DISC	DISC PRICE	TOTAL
24.00000	SHOP	CNCHC-SW DO A: Chippendale Counter-Height Swivel Chair - Dark Oak - Assembled	581.90	25%	436.43	10,474.20
6.00000	SHOP	CNSPT40 DO A: 40" Square Unframed Counter-Height Table - Dark Oak - Assembled - Umbrella Hole YES	966.90	25%	725.18	4,351.05
4.00000	SHOP	BFHT4078 DO A: 40" x 78" Rectangular Farmhouse Bar-Height Table - Dark Oak - Assembled - Umbrella Hole YES	2638.90	25%	1979.18	7,916.70
26.00000	SHOP	BCHC-SW DO A: Chippendale Bar-Height Swivel Chair - Dark Oak - Assembled	592.90	25%	444.68	11,561.55
5.00000	SHOP	FTC2858 DO A: 28" x 58" Rectangular Coffee-Height Fire Table - Dark Oak - Assembled	3298.90	25%	2474.18	12,370.87
6.00000	SHOP	DSCCHAIR-MS-SWRK DO-BTO: Deep Seat Cushion Swivel-Flex Chair with Mission Arms - Dark Oak Frame - Built to Order Cushion (CSHN-DS1001 BTO: 1 Seat and 1 Back) - Cushion Color Marine Grade Captain Navy	1678.80	25%	1259.10	7,554.60
7.00000	SHOP	DSCCOUCH-MS DO-BTO: Deep Seat Cushion Couch with Mission Arms - Dark Oak Frame - Built to Order Cushion (CSHN-DS1001 BTO: 3 Seats and 3 Backs) - Cushion Color Marine Grade Captain Navy	2758.80	25%	2069.10	14,483.70
27.00000	SHOP	MISC: Marine Grade Fabric Upgrade - This item does not qualify for a discount Captain Navy 60" Seamark 2098-0063	50.00			1,350.00
6.00000	SHOP	UMFF 7.5OCT WH/BZ: Frankford 7.5' Octagon Umbrella - White Fabric With Desert Bronze Pole	599.00	25%	449.25	2,695.50
4.00000	SHOP	UMFF 8X10 WH/BZ: Frankford 8'x10' Rectangular Umbrella - White Fabric With Desert Bronze Pole	1099.00	25%	824.25	3,297.00

Continued...

Page: 1 of 2

Woodgrain products are designed to mimic the look of natural wood and will contain variations.
Ask a customer experience associate for more details.

By the Yard
3283 Bluff Dr
Jordan, MN 55352-9375
(877) 220-0448
www.bytheyard.net



Sales Order 148119

Order Date: 8/19/2025

BILL TO:	SHIP TO:	SHIPPING & DELIVERY
City of Cottage Grove River Oaks Golf Course & Event Center 11099 Highway 61 Cottage Grove MN 55016-4143 (651) 493-8164	River Oaks Golf Course & Event Center 11099 Highway 61 Cottage Grove MN 55016-4143 (651) 493-8164 Attn: Andrew Sonnn asonnn@cottagegrovemn.gov	COMMERCIAL STANDARD DELIVERY - Curbside or dock delivery only. Items will be assembled and delivered to your business.

CUSTOMER PO	TERMS	SALESPERSON	TOTAL SAVINGS
	Due with Order	Sue Maroney-Smith	25,799.73
QUOTE NBR	SHIPPING TERMS	SHIPPING VIA	SHIPPING ZONE
QT008656	COMMERCIAL	JORDAN TRUCK	ZONE3

QTY.	WHS	ITEM	PRICE	DISC	DISC PRICE	TOTAL
18.00000	SHOP	FT MEDIA CFG-AM: Fire Table Bowl Media - Tempered Glass Gems - Aquamarine	54.00	25%	40.50	729.00
6.00000	SHOP	DSCCHAIR-MSCPTG: Cover For Deep Seat Chair With Mission Arms	102.00	25%	76.50	459.00
7.00000	SHOP	DSCCOUCHCPTG: Cover For Deep Seat Couch	169.00	25%	126.75	887.25
5.00000	SHOP	FTC3658CPTG: Cover For 36" x 58" Rectangular Fire Table	87.00	25%	65.25	326.25
6.00000	SHOP	UMEXFF EXT43 BZ: Frankford 43" Counter-Height Extension Pole - Desert Bronze	39.00	25%	29.25	175.50
4.00000	SHOP	UMEXFF EXT47 BZ: Frankford 47" Bar-Height Extension Pole - Desert Bronze	39.00	25%	29.25	117.00

Payment Method.	Payment Amount	Order Total:	78,749.17
		Miscellaneous:	0.00
		Freight:	865.00
Payments Amount	0.00	Tax:	5,473.47
Unpaid Amount	85,087.64	Total (USD):	85,087.64

Page: 2 of 2

Woodgrain products are designed to mimic the look of natural wood and will contain variations.
Ask a customer experience associate for more details.



City Council Action Request

7.I.

Meeting Date 10/1/2025

Department Administration

Agenda Category Action Item

Title Amrize Nelson Mine - Final Environmental Impact Statement

Staff Recommendation Adopt Resolution 2025-147 authorizing the distribution of the Final Environmental Impact Statement for the Nelson Backwaters Project.

Budget Implication N/A

Attachments

1.	Memo - Nelson Mine FEIS CC - Request to Publish 2025-10-1
2.	Resolution - FEIS Authorization to Publish



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

FROM: Beth Elliott and Courtney Bot, Stantec
Emily Schmitz, Community Development Director

DATE: September 24, 2025

RE: Amrize Nelson Mine – Final Environmental Impact Statement

Background

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*.

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) is required to 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 Project 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 roadway 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 Final EIS. 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 in-

- cluded 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.

Government Permits or Approvals

The Final EIS contains a table listing any known permits or approvals that will be required for the Project. Approval of permits is contingent on the Proposer meeting the individual requirements of each permit in this mandatory EIS process.

Council Action

The intended action for the Cottage Grove City Council is to distribute the Final EIS. It will be published in the EQB Monitor on October 14, 2025, for a 10-day 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 is in the Final EIS, Appendix F). The City Council is anticipated to act on the Final EIS's Determination of Adequacy on November 5, 2025.

The Final EIS is available for review on the City's [website](#) and will be available in the EQB Monitor after publication.

Recommendation

That the City Council adopt Resolution 2025-147 authorizing distribution of the Final Environmental Impact Statement for the Nelson Backwaters Project.

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2025-147

**A RESOLUTION ORDERING DISTRIBUTION OF A FINAL ENVIRONMENTAL
IMPACT STATEMENT FOR AMRIZE (FORMERLY HOLCIM – MWR, INC.) NELSON
MINE BACKWATER PROJECT**

WHEREAS, Minnesota Rules 4410.2000 Subpart 2 provides guidance on the circumstances that require an EIS; and

WHEREAS, the City prepared a Draft Scoping Decision Document (SDD) and a Draft Scoping Environmental Assessment Worksheet (SEAW) for Amrize (formerly Holcim – MWR, Inc.) Nelson Mine Backwater Project; and

WHEREAS, the Notice of Availability of the SDD and SEAW was published in the Environmental Quality Board Monitor on March 15, 2022, and the City held a scoping meeting on March 28, 2022; and

WHEREAS, the City prepared a final Scoping Decision Document based on the SEAW and on consideration of all comments received on the project during the EIS scoping period; and

WHEREAS, the City adopted the final Scoping Decision Document and authorized preparation of a Draft EIS on May 4, 2022, with resolution 2022-076; and

WHEREAS, the City prepared a Draft Environmental Impact Statement (Draft EIS) for Amrize (formerly Holcim – MWR, Inc.) Nelson Mine Backwater Project; and

WHEREAS, the Notice of Availability of the Draft EIS was published in the Environmental Quality Board Monitor on December 3, 2024 for a 45-day comment period; and

WHEREAS, a public meeting on the Draft EIS was held on December 19, 2024; and

WHEREAS, the City prepared a Final Environmental Impact Statement (Final EIS) based on the SEAW and Draft EIS and on consideration of all comments received on the project during the EIS scoping period and Draft EIS comment period; and

WHEREAS, Minnesota State Rules require distribution of the Final EIS for a 10-day comment period; and

WHEREAS, Minnesota State Rules require the Final EIS to be published in the Environmental Quality Board (EQB); and

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, authorizes city staff to make the Final EIS for the Amrize (formerly Holcim – MWR, Inc.) Nelson Mine Backwater Project prepared in accord with final Scoping Decision Document and Draft EIS available for

public review and comment, pursuant to the applicable rules of the Minnesota Environmental Quality Board.

Passed this 1st day of October 2025.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



City Council Action Request

7.J.

Meeting Date	10/1/2025				
Department	Administration				
Agenda Category	Action Item				
Title	Transition Building - Stormwater Management Facilities Agreement				
Staff Recommendation	Approve the Stormwater Management Facilities Agreement between the City and South Washington County School District 833 for the Transition School Site located at 7000 Jamaica Avenue South; appropriate officials are hereby authorized to sign the Stormwater Management Facilities Agreement to effectuate this action.				
Budget Implication	N/A				
Attachments	<table><tr><td>1.</td><td>Memo - Stormwater Agreement Transition Building</td></tr><tr><td>2.</td><td>Agreement - Stormwater Management Facilities (Signed 9-24-25 - school)</td></tr></table>	1.	Memo - Stormwater Agreement Transition Building	2.	Agreement - Stormwater Management Facilities (Signed 9-24-25 - school)
1.	Memo - Stormwater Agreement Transition Building				
2.	Agreement - Stormwater Management Facilities (Signed 9-24-25 - school)				



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

From: Max Erickson, Planner

Date: October 1, 2025

Re: Transition Building – Stormwater Management Facilities Agreement

Background

To meet the requirements of the City's Municipal Separate Storm Sewer System (MS4) Permit with the Minnesota Pollution Control Agency (MPCA), the City must require property owners to inspect and maintain their private stormwater facilities. These facilities include ponds, sump catch basins, and infiltration basins that only treat stormwater runoff from private property. These facilities are designed, built, and maintained to remove pollutants, such as sediment, to protect the quality of downstream water bodies.

On June 4, 2025, the City Council approved a Variance, Site Plan Review, and Conditional Use Permit to allow the use of an educational facility and expansion of a building at 7000 Jamaica Avenue South. The future facility known as the "Transition School" will be utilized as a post high school educational facility for students that are continuing their Individualized Education Plan. The proposed project includes construction of a new stormwater pond onsite for treatment of stormwater runoff per city standards.

The Stormwater Management Facilities Agreement states that the owner, South Washington County School District 833, will inspect and maintain the stormwater facilities so they function as designed. This Agreement gives the City the right to enter the property, conduct maintenance inspections and assess the owner for the costs of repair if the responsibility has defaulted to the city.

Recommendation

It is recommended that the City Council approve the Stormwater Management Facilities Agreement between the City and South Washington County School District 833 for the Transition School Site located at 7000 Jamaica Avenue South; appropriate officials are hereby authorized to sign the Stormwater Management Facilities Agreement to effectuate this action.

(Reserved for Recording Data)

STORMWATER MANAGEMENT FACILITIES AGREEMENT

This Stormwater Management Facilities Agreement (“Agreement”) is made, entered into and effective this ____ day of _____, 2025, by and between the City of Cottage Grove, a Minnesota municipal corporation (“City”), and Independent School District 833, a Minnesota public corporation (“School District”).

WHEREAS, Developer is the fee owner of certain real property situated in the City of Cottage Grove, County of Washington, State of Minnesota legally described as follows:

Outlot A, Pinetree Pond East

Abstract Property

PID: 10.027.21.22.0001

(the “Property”); and

WHEREAS, Developer has obtained the approval of the City for the development of a portion of the Property for a Stormwater Management Facilities; and

WHEREAS, as used herein, the term “Stormwater Management Facilities” may refer to water quality and/or water quality facilities (i.e. detention basins, retention basins, filtration basins, swales, structures, pipes, etc.) which are located outside the public road right-of-way; and

WHEREAS, the City has required that the Developer make provision for the construction, maintenance and repair of the Stormwater Management Facilities located within the boundaries of the Property as shown on Exhibit A attached hereto, as the same is described and depicted in those certain construction plans drawn by KOMA Inc. dated May 2, 2025 (“Plans”); and

WHEREAS, the City and Developer desire to set forth their understanding with respect to the construction, repair and maintenance of the Stormwater Management Facilities and the responsibility relating to the costs of the repair and maintenance of the Stormwater Management Facilities.

NOW THEREFORE, in consideration of the foregoing facts and circumstances, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Construction and Maintenance of Stormwater Management Facilities. The Developer agrees to construct the Stormwater Management Facilities according to the Plans and repair at its sole cost and expense. Maintenance of the Stormwater Management Facilities shall mean (i) generally accepted propagation techniques, such as periodic mowing and spot spraying noxious weeds, and maintenance of the native vegetation around the pond to ensure establishment of healthy, functioning plant life; and (ii) an annual inspection, and certification, by a qualified individual or company acceptable to the City that the Stormwater Maintenance Facilities are functioning in accordance with the approved Plans. If, as a result of an inspection by a qualified individual or company acceptable to the City or City staff, it is determined that the Stormwater Maintenance Facilities (1) have not been maintained; or (2) are not functioning as originally designed and intended; or (3) are in need of repair, the Developer agrees to restore the Stormwater Maintenance Facilities so that it functions as it was designed and intended.

Subject to Section 5 below, Developer shall be solely responsible for the repair and maintenance of the Stormwater Maintenance Facilities and shall provide a copy of the required annual inspection report to the City. If the required annual inspection report is not submitted to the City by September 30th of each year, the Developer shall provide the City with the right to enter onto the property to conduct the annual inspection.

2. Developer's Default. In the event of default by the Developer as to any of the work to be performed by it hereunder, following at least thirty (30) days prior written notice and Developer's failure to cure such default within such time-frame, except in an emergency as determined by the City, the City may, at its option, perform the work and the Developer shall promptly, following receipt of an invoice and reasonable substantiation of such costs, reimburse the City for any reasonable out-of-pocket expense incurred by the City. This Agreement is a license for the City to act when so authorized under this Agreement, and it shall not be necessary for the City to seek a Court order for permission to enter the Property. When the City does any such work, the City may, in addition to its other remedies, assess the reasonable out-of-pocket cost in whole or in part.

3. Future City Policy. Notwithstanding anything contained in this Agreement to the contrary, in the event the City shall in the future establish a policy for repair and maintenance by the City of stormwater ponds or permanent stormwater features owned by private parties located elsewhere in the City under which policy the costs of such repair and maintenance are to be paid either out of general City revenues or by collection of utility or service fees or charges, then any owner of any portion of the Property shall be entitled to petition the City for the Stormwater Maintenance Facility under such repair and maintenance program. The recording of a certified copy of the Resolution of the City Council of the City which sets forth the consent and

authorization described in the foregoing sentence shall serve to terminate this Agreement, without further action on the part of any party hereto.

4. Changes to Site Configuration or Stormwater Management Facilities. If site configurations or Stormwater Management Facilities change, causing decreased material effectiveness of stormwater management facilities, updated Stormwater Management Facilities in same or similar condition as the original facility must be implemented to ensure the conditions for post-construction stormwater management continue to be met.

5. Terms and Conditions. This Agreement shall run with the land and shall be binding upon Developer's successors and assigns with respect to the Property. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Developer Warranty. Developer warrants and represents the following to the City and acknowledges that this Agreement has been duly executed and delivered and constitutes the legal, valid and binding obligation of Developer enforceable in accordance with its terms. The party signing on behalf of the Developer has been duly authorized by the entity to sign the Agreement and bind the entity. Developer has been duly formed under the laws of the State of Minnesota and is in good standing under the laws of the jurisdiction in which the Property is located, is duly qualified to transact business in the jurisdiction in which the Property is located, and has the requisite power and authority to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Developer pursuant hereto. This Agreement and the documents and instruments required to be executed and delivered by Developer pursuant hereto have each been duly authorized by all necessary action on the part of Developer and such execution, delivery and performance does and will not conflict with or result in a violation of Developer's organizational agreement or any judgment or order. The execution, delivery and performance by Developer of this Agreement will not (a) violate any provision of any law, statute, rule or regulation or any order, writ, judgment, injunction, decree, determination or award of any court, governmental agency or arbitrator presently in effect having applicability to Developer, or (b) result in a breach of or constitute a default under any indenture, loan or credit agreement or any other agreement, lease or instrument to which Developer is a party or by which it or any of its properties may be bound.

7. Amendment and Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

8. Governing Law. This Agreement shall be governed by and construed in accordance

with the laws of the State of Minnesota.

9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

10. Consent. Developer consents to the recording of this Agreement.

11. Limitation of Liability. Notwithstanding any other provision of this Agreement, in no event shall either party or any of their affiliates, by reason of any of their respective acts or omissions be liable whether in contract, tort, misrepresentation, warranty, negligence, strict liability or otherwise for any special, indirect, incidental or consequential damages arising out of or in connection with this Agreement, or the performance, non-performance or breach thereof.

12. Notice. Notice shall mean notices given by one party to the other if in writing and if and when delivered or tendered: (i) in person; (ii) by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, or (iii) by proper and timely delivery to an overnight courier service.

If to City:

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

If to Developer:

Independent School District 833
Attention: Superintendent
7362 E. Point Douglas Road South
Cottage Grove, MN 55016

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, on the third day after mailing if mailed by United States postal service as provided above, or within twenty-four (24) hours if sent via overnight courier service provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

[The remainder of this page was intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the day and year first above written.

CITY:
CITY OF COTTAGE GROVE

By: _____
Myron Bailey
Its: Mayor

By: _____
Tamara Anderson
Its: City Clerk

STATE OF MINNESOTA)
)
COUNTY OF WASHINGTON) ss.

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

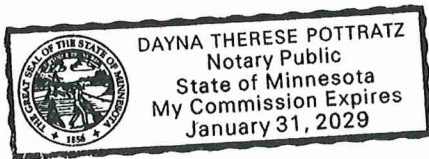
Notary Public

**LANDOWNER:
INDEPENDENT SCHOOL DISTRICT NO. 833**

By: Julie Nielsen
Name: Julie Nielsen
Its: Superintendent

STATE OF MINNESOTA)
)
COUNTY OF WASHINGTON) ss.

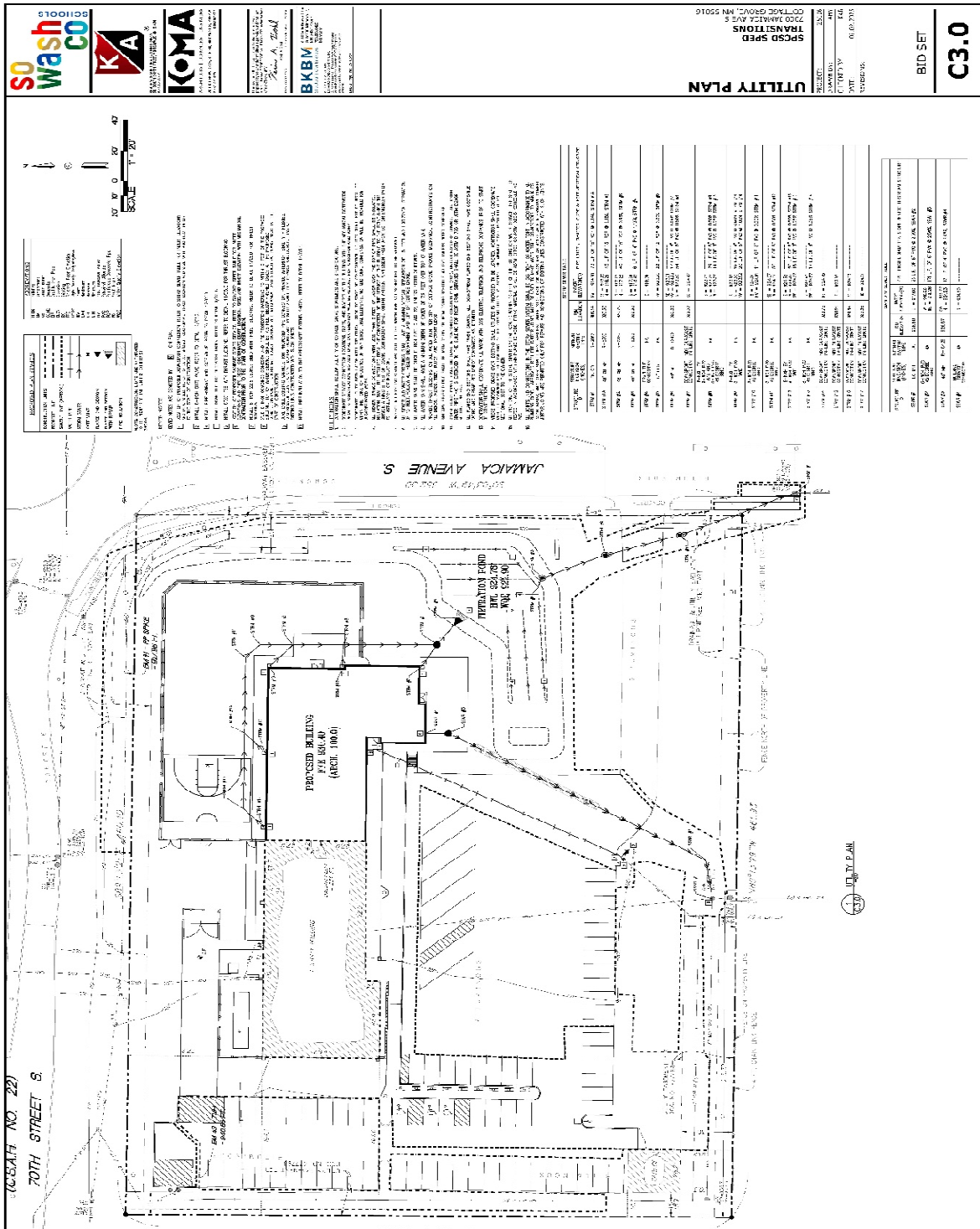
On this 23 day of September, 2025, before me a Notary Public within and for said County, personally appeared Julie Nielsen to me personally known, who being by me duly sworn, did say that he/she is the Superintendent of Independent School District No. 833, a Minnesota public corporation, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said public corporation.

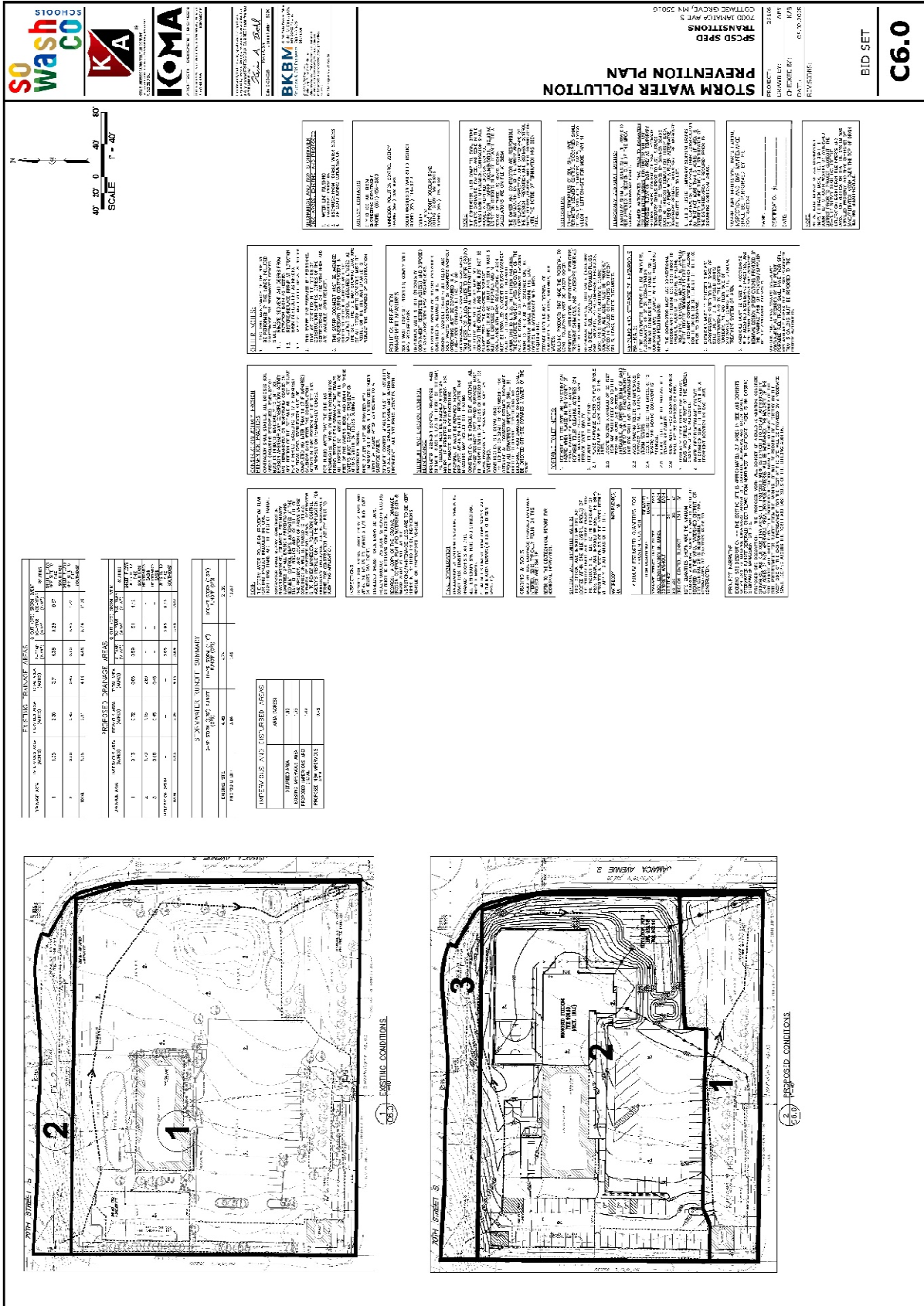


Dayna Pottratz
Notary Public

**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

STORMWATER MAINTENANCE FACILITIES PLANS







City Council Action Request

7.K.

Meeting Date	10/1/2025						
Department	Community Development						
Agenda Category	Action Item						
Title	Settlers Bluff - Irrigation Encroachment Agreements						
Staff Recommendation	1) Approve the Encroachment Agreement with the Settlers Bluff Homeowner Association for existing irrigation lines installed in Outlots B and E of Settlers Bluff. 2) Approve the Encroachment Agreement with the Settlers Bluff Homeowner Association for existing irrigation lines installed in Outlot B of the Settlers Bluff 2 nd Addition.						
Budget Implication	N/A						
Attachments	<table><tr><td>1.</td><td>Memo - Settlers Bluff Irrigation Encroachment Agreements</td></tr><tr><td>2.</td><td>Settlers Bluff HOA Signed</td></tr><tr><td>3.</td><td>Settlers Bluff 2nd Addition HOA Signed</td></tr></table>	1.	Memo - Settlers Bluff Irrigation Encroachment Agreements	2.	Settlers Bluff HOA Signed	3.	Settlers Bluff 2nd Addition HOA Signed
1.	Memo - Settlers Bluff Irrigation Encroachment Agreements						
2.	Settlers Bluff HOA Signed						
3.	Settlers Bluff 2nd Addition HOA Signed						

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

FROM: Samantha Pierret, Senior Planner

DATE: September 24, 2025

RE: Settlers Bluff – Irrigation Encroachment Agreements

Proposal/Discussion

Settlers Bluff was platted in 2021 by Capstone Homes with 155 detached townhome sites. This neighborhood is maintained by the HOA including but not limited to snow removal, lawn care, and irrigation. The Developer installed private irrigation lines in the development that crossed Outlots B and E in the Settlers Bluff Addition and Outlot B in the Settler's Bluff 2nd Addition. Both outlots were dedicated to the City of Cottage Grove therefore, an encroachment agreement is required



to ensure clarity in maintenance responsibility of the private irrigation infrastructure within a city owned outlot. The agreement would be with the Settlers Bluff Homeowner Association.

Recommendation

- 1) That the City Council approve the Encroachment Agreement with the Settlers Bluff Homeowner Association for existing irrigation lines installed in Outlots B and E of Settlers Bluff.
- 2) That the City Council approve the Encroachment Agreement with the Settlers Bluff Homeowner Association for existing irrigation lines installed in Outlot B of the Settlers Bluff 2nd Addition.

**ENCROACHMENT AGREEMENT RELATING TO
LANDOWNER IMPROVEMENTS ON
SETTLERS BLUFF
IN THE CITY OF COTTAGE GROVE,
WASHINGTON COUNTY, MINNESOTA**

THIS ENCROACHMENT AGREEMENT (“Agreement”) is made, entered into and effective this _____ day of _____, 2025, by and among the City of Cottage Grove, a Minnesota municipal corporation (“City”) and Settlers Bluff Homeowner Association, a Minnesota corporation (“Landowner”). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

The following terms, unless elsewhere specifically defined herein, shall have the following meanings as set forth below.

1.1. City. “City” means the City of Cottage Grove, a Minnesota municipal corporation.

1.2. City Property. “City Property” means the following real property located in the City of Cottage Grove, Washington County, Minnesota:

Outlot B and Outlot E, Settlers Bluff, according to the recorded plat thereof.

1.3. Construction Plan. “Construction Plan” means all of the plans, drawings specifications and surveys on file with the City, as amended and approved by the City Engineer, relating to Landowner Improvements, which are hereby incorporated by reference and made a part of this Agreement.

1.4. Encroachment Area. “Encroachment Area” means the portion of the City Property legally described on Exhibit A and depicted on Exhibit B, attached hereto and incorporated herein to be used by Landowner for Landowner Improvements.

1.5. Landowner. “Landowner” means Settlers Bluff Homeowner Association, a Minnesota corporation, and its assigns and successors in interest, with respect to the Landowner Property.

1.6. Landowner Property. “Landowner Property” means the portions of the plat of Settlers Bluff benefitted by Landowner Improvements.

1.7. Landowner Improvements. “Landowner Improvements” means Landowner’s irrigation system, including the associated equipment, feeder water lines and related piping, valves and devices, and all facilities and improvements ancillary, incident or related thereto, which are located in the Encroachment Area on City Property, described on Exhibit A and depicted on Exhibit B and as detailed on the Construction Plan.

1.8. Maintain. As used in this Agreement with respect to the Landowner Improvements, “Maintain” and derivations thereof means to upkeep and repair in accordance with relevant City ordinances and regulations applicable to such improvements.

ARTICLE 2 **RECITALS**

2.1. Landowner owns portions of Landowner Property.

2.2. The portions of Landowner Property that is developed with landscaping encroaches on City Property for Landowner Improvements so that Landowner can Maintain the landscaping on Landowner Property.

2.3. Subject to the terms of this Agreement, the City is willing to allow the Landowner Improvements to be placed within the Encroachment Area, on the condition the Landowner maintains Landowner Improvements.

ARTICLE 3 **AGREEMENTS**

3.1. Construction and Maintenance of Landowner Improvements. Under the terms and conditions stated herein, Landowner, at its own cost, installed the Landowner Improvements in the Encroachment Area. The Landowner Improvements are only allowed in the Encroachment Area. Landowner shall not place any other structures, retaining walls, buildings, fences, landscaping, trees or shrubs in the Encroachment Area, except for the Landowner Improvements, without the City’s written consent. Landowner, at its own expense, shall maintain and repair the Landowner Improvements.

3.2. City Not Responsible for Landowner Improvements. Nothing contained herein shall be deemed an assumption by the City of any responsibility for construction, maintenance, replacement or repair of the Landowner Improvements.

3.3. Continuing Right to Encroachment Area. Nothing contained herein shall be deemed a waiver or abandonment or transfer of the right, title and interest that the City holds to the Encroachment Area.

3.4. Subordinate Position of Landowner Improvements. The Landowner Improvements are subordinate to the rights of the City in the Encroachment Area.

3.5. Risk of Loss. Landowner understands and agrees that the Landowner Improvements within the Encroachment Area may be adversely affected by damage caused to Landowner Improvements arising out of the City's use of the Encroachment Area. The parties agree that the City is not responsible for such events; the City shall have no liability to Landowner for such events. Landowner assumes the risk of installing the Landowner Improvements in the Encroachment Area.

3.6. Emergency. The City shall not be required to give such notice if the City's engineer determines that an emergency exists. In such instance, the City, without giving notice to Landowner may perform the work and in such case the Landowner shall reimburse the City for the costs and expenses relating to the work. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged to the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility bills within the City.

3.7. Remedies. If the Landowner fails to perform its obligations under this Agreement, then the City may avail itself of any remedy afforded by law or in equity and any of the following non-exclusive remedies:

- (a) The City may specifically enforce this Agreement.
- (b) If Landowner fails to make payments under Section 3.6, then the City may certify to Washington County the amounts due as payable with the real estate taxes for Landowner Property in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Landowner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Landowner Property.

Further, as an alternate means of collection, if the written billing is not paid by the Landowner, the City, without notice and without hearing, may specially assess the Landowner Property for the costs and expenses incurred by the City. The Landowner hereby waives any and all procedural and substantive objections to special assessments for the costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Landowner Property. The Landowner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Landowner acknowledges that the benefit from the performance of tasks by the City equals or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Landowner Property.

No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

3.8. Indemnification. The Landowner shall indemnify, defend and hold the City, its council, agents, consultants, attorneys, employees and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to any of the following:

- (a) The Landowner Improvements;
- (b) Installation and maintenance of the Landowners Improvements;
- (c) Failure by the Landowner to observe or perform any covenant, condition, obligation or agreement on their part to be observed or performed under this Agreement; and
- (d) Use of the Encroachment Area for Landowner Improvements.

3.9. City Duties. Nothing contained in this Agreement shall be considered an affirmative duty upon the City to perform the Landowner's obligations contained in Article 3 if the Landowner does not perform such obligations.

3.10. No Third-Party Recourse. Third parties shall have no recourse against the City under this Agreement.

3.11. Recording. This Agreement shall be recorded with the Washington County Recorder against both the Landowner Property and City Property.

3.12. Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Landowner Property and City Property and shall be binding upon the heirs, successors, administrators and assigns of the parties, for so long as the Landowner Improvements remain on the City Property.

3.13. Amendment and Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement and performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such

amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

3.14. Governing Law. This Agreement shall be governed by and construed in accord with the laws of the State of Minnesota.

3.15. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

3.16. Headings. The subject headings of the sections this Agreement are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

3.17. Notice. Notice shall mean notices given by one party to the other if in writing and if and when delivered or tendered: (i) in person; (ii) by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, or (iii) by proper and timely delivery to an overnight courier service addressed by name and address to the party or person intended addressed as follows:

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

If to Landowner:	Settlers Bluff Homeowner Association c/o Gassen Company 6438 City West Parkway Eden Prairie, MN 55344
------------------	--

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, on the third day after mailing if mailed by United States postal service as provided above, or within twenty-four (24) hours if sent via overnight courier service provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement the year and day first set forth above.

CITY:
CITY OF COTTAGE GROVE

By: _____
Myron Bailey
Its Mayor

By: _____
Tamara Anderson
Its City Clerk

STATE OF MINNESOTA)
)
COUNTY OF WASHINGTON) ss.

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

Notary Public

**LANDOWNER:
SETTLERS BLUFF HOMEOWNER ASSOCIATION**

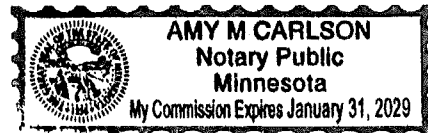
By: Nicholas P. Cuthen
Name: Nicholas Cuthen
Its: PRESIDENT HOA

STATE OF MINNESOTA)
COUNTY OF WASHINGTON)

ss.

On this 24th day of September, 2025, before me a Notary Public within and for said County, personally appeared Nicholas Prescott Cuthen to me personally known, who being by me duly sworn, did say that s/he is the President of Settlers Bluff Homeowner Association, a Minnesota corporation, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said entity by authority of its Board of Governors and said _____ acknowledged said instrument to be the free act and deed of the entity.

Amy M Carlson
Notary Public



**This instrument drafted by
And after recording, please return to:**
Korine L. Land (#262432)
LeVander, Gillen & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
651-451-1831

EXHIBIT A
LEGAL DESCRIPTION OF ENCROACHMENT AREA

That part of Outlot B, SETTLERS BLUFF, according to the recorded plat thereof, Washington County, Minnesota, described as follows:

Commencing at the intersection of the easterly right-of-way Greenway Circle South, as delineated and dedicated on said SETTLERS BLUFF, with the northerly line of Lot 17, Block 4, said SETTLERS BLUFF, thence South 82 degrees 45 minutes 49 seconds East, assumed bearing along said northerly line, 90.14 feet to the point of beginning; thence continuing South 82 degrees 45 minutes 49 seconds East, along said northerly line 20.01 feet; thence North 05 degrees 24 minutes 10 seconds East, 20.01 feet to the southerly line of Lot, 1, Block 5 said SETTLERS BLUFF; thence North 82 degrees 45 minutes 49 seconds West, along said southerly line 20.01 feet; thence South 05 degrees 24 minutes 10 seconds West, 20.01 feet to the point of beginning.

ALSO,

That part of Outlot B and Outlot E, SETTLERS BLUFF, according the recorded plat thereof, Washington County, Minnesota, described as follows:

Said encroachment agreement lies 10 feet southerly of and parallel with the southerly line Lot 7, Block 6 said SETTLERS BLUFF said southerly line bears North 51 degrees 50 minutes 45 seconds East, according to said SETTLERS BLUFF.

And

lies southwesterly of the following described line and its extensions:

Commencing at the intersection of easterly right-of-way of Greystone Circle South as delineated and dedicated on said SETTLERS BLUFF with said southerly line of said Lot 7, thence North 51 degrees 50 minutes 45 seconds East, assumed bearing along said southerly line, 21.87 feet to the point of beginning; Thence South 38 degrees 09 minutes 15 seconds East 10.00 feet.

And

lies 10 feet easterly of and parallel with said easterly right-of-way.

And

lies 25.00 feet easterly of and parallel with the easterly line of Lot 20, Block 5 said SETTLERS BLUFF.

And

lies northerly of the following described line and its extensions:

Commencing at the intersection of said easterly right-of-way with said easterly line of Lot 20, Block 5, thence South 13 degrees 57 minutes 03 seconds East, assumed bearing along said easterly

line 108.91 feet to the point of beginning; thence North 43 degrees 21 minutes 31 seconds East, 29.71 feet.

ALSO,

That part of Outlot B, SETTLERS BLUFF according the recorded plat thereof, Washington County, Minnesota lying North of a line and its extension beginning at the southwest corner of Lot 32, Block 2, SETTLERS BLUFF 2ND ADDITION according to the recorded plat thereof, said Washington County to the southwest corner of Lot 1, Block 4 said SETTLERS BLUFF and lying south of a line and its extensions that lies 22.00 feet north of and parallel with last described line.

Lot 1, Block 5

Lot 17, Block 4

OUTLOT B

GREENWAY CIRCLE SOUTH

SETTLERS

Scale in Feet

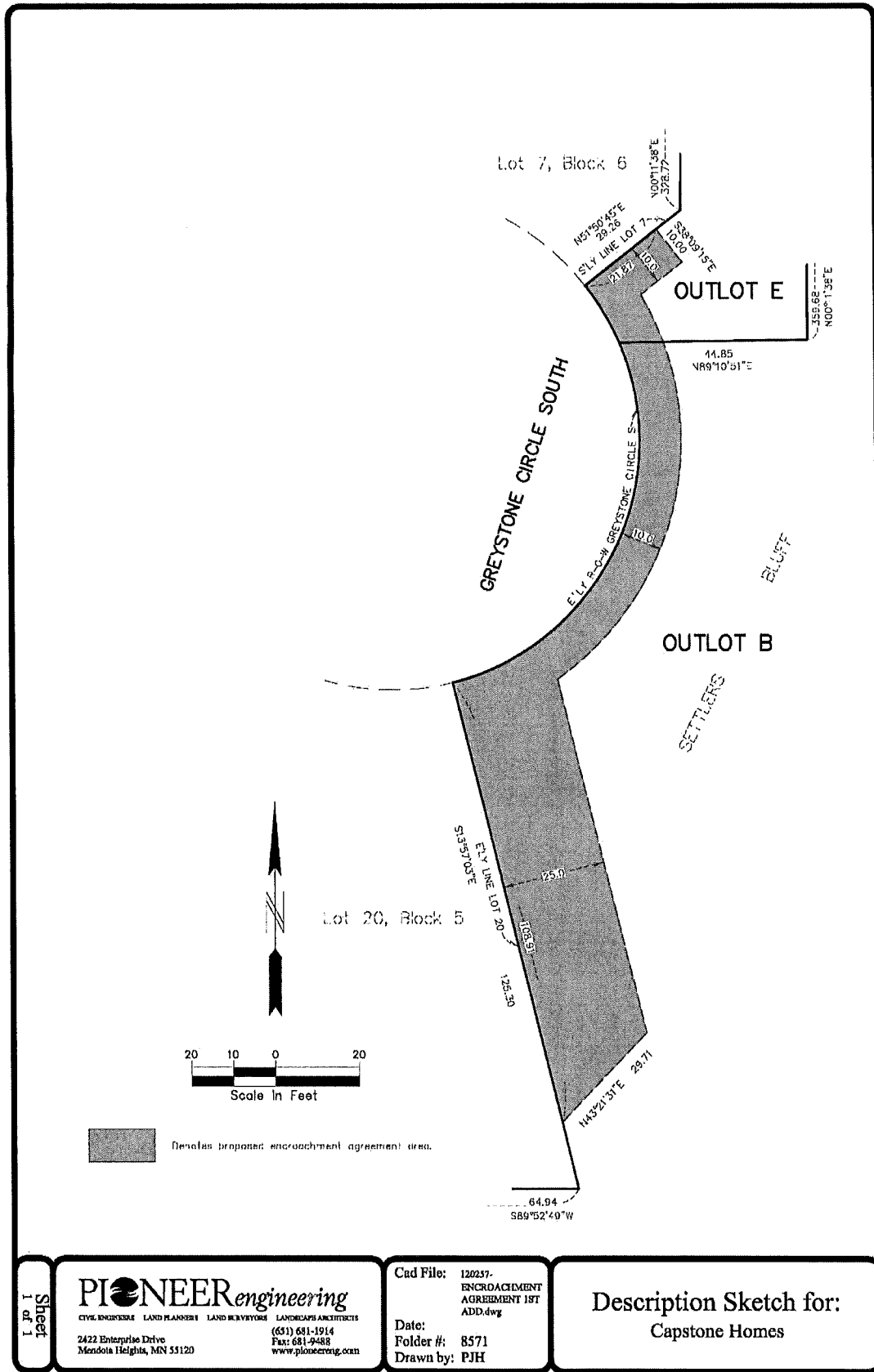
Denotes proposed encroachment agreement area.

PIONEERengineering
 CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS
 2422 Enterprise Drive
 Mendota Heights, MN 55120
 (651) 681-1914
 FAX: 681-9488
 www.pioneereng.com

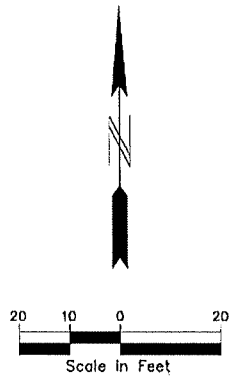
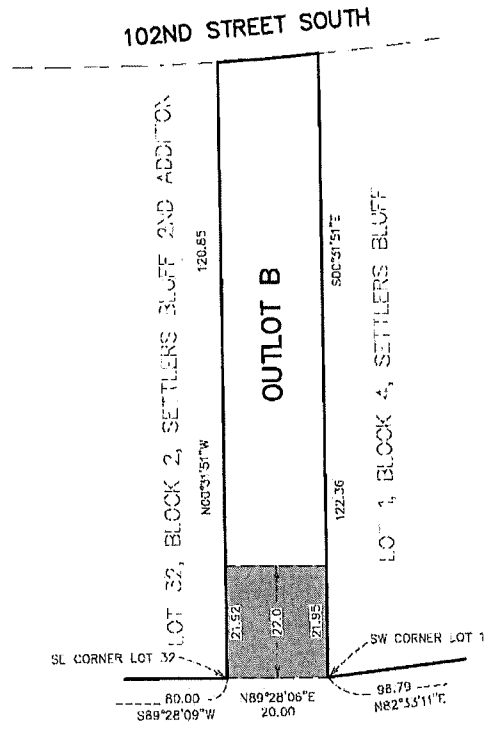
Cad File: 120257-
 ENCROACHMENT
 AGREEMENT 1ST
 ADD.dwg

Date:
 Folder #: 8571
 Drawn by: PJH

Description Sketch for:
 Capstone Homes



© 2015 Pioneer Engineering, P.A.



 Denotes proposed encroachment agreement area.

Sheet
1 of 1

PIONEERengineering
CIVIL ENGINEER LAND PLANNER LAND SURVEYOR LANDSCAPE ARCHITECT
2422 Enterprise Drive
Mendota Heights, MN 55120
(651) 681-1914
Fax: 681-9488
www.pioneereng.com

Cad File: 120257-
ENCROACHMENT
AGREEMENT 1ST
ADD.dwg
Date:
Folder #: 8571
Drawn by: PJH

Description Sketch for:
Capstone Homes

**ENCROACHMENT AGREEMENT RELATING TO
LANDOWNER IMPROVEMENTS ON
SETTLERS BLUFF 2ND ADDITION
IN THE CITY OF COTTAGE GROVE,
WASHINGTON COUNTY, MINNESOTA**

THIS ENCROACHMENT AGREEMENT (“Agreement”) is made, entered into and effective this _____ day of _____, 2025, by and among the City of Cottage Grove, a Minnesota municipal corporation (“City”) and Settlers Bluff Homeowner Association, a Minnesota corporation (“Landowner”). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

The following terms, unless elsewhere specifically defined herein, shall have the following meanings as set forth below.

1.1. City. “City” means the City of Cottage Grove, a Minnesota municipal corporation.

1.2. City Property. “City Property” means the following real property located in the City of Cottage Grove, Washington County, Minnesota:

Outlot B, Settlers Bluff 2nd Addition, according to the recorded plat thereof.

1.3. Construction Plan. “Construction Plan” means all of the plans, drawings specifications and surveys on file with the City, as amended and approved by the City Engineer, relating to Landowner Improvements, which are hereby incorporated by reference and made a part of this Agreement.

1.4. Encroachment Area. “Encroachment Area” means the portion of the City Property legally described on Exhibit A and depicted on Exhibit B, attached hereto and incorporated herein to be used by Landowner for Landowner Improvements.

1.5. **Landowner.** “Landowner” means Settlers Bluff Homeowner Association, a Minnesota corporation, and its assigns and successors in interest, with respect to the Landowner Property.

1.6. **Landowner Property.** “Landowner Property” means the plat of Settlers Bluff Addition.

1.7. **Landowner Improvements.** “Landowner Improvements” means Landowner’s irrigation system, including the associated equipment, feeder water lines and related piping, valves and devices, and all facilities and improvements ancillary, incident or related thereto, which are located in the Encroachment Area on City Property, legally described on Exhibit A and depicted on Exhibit B and as detailed on the Construction Plan.

1.8. **Maintain.** As used in this Agreement with respect to the Landowner Improvements, “Maintain” and derivations thereof means to upkeep and repair in accordance with relevant City ordinances and regulations applicable to such improvements.

ARTICLE 2 **RECITALS**

2.1. Landowner owns portions of Landowner Property.

2.2. The portions of Landowner Property that is developed with landscaping encroaches on City Property for Landowner Improvements so that Landowner can Maintain the landscaping on Landowner Property.

2.3. Subject to the terms of this Agreement, the City is willing to allow the Landowner Improvements to be within the Encroachment Area, on the condition the Landowner maintains Landowner Improvements.

ARTICLE 3 **AGREEMENTS**

3.1. **Construction and Maintenance of Landowner Improvements.** Under the terms and conditions stated herein, Landowner, at its own cost, installed the Landowner Improvements in the Encroachment Area. The Landowner Improvements are only allowed in the Encroachment Area. Landowner shall not place any other structures, retaining walls, buildings, fences, landscaping, trees or shrubs in the Encroachment Area, except for the Landowner Improvements, without the City’s written consent. Landowner, at its own expense, shall maintain and repair the Landowner Improvements.

3.2. **City Not Responsible for Landowner Improvements.** Nothing contained herein shall be deemed an assumption by the City of any responsibility for construction, maintenance, replacement or repair of the Landowner Improvements.

3.3. Continuing Right to Encroachment Area. Nothing contained herein shall be deemed a waiver or abandonment or transfer of the right, title and interest that the City holds to the Encroachment Area.

3.4. Subordinate Position of Landowner Improvements. The Landowner Improvements are subordinate to the rights of the City in the Encroachment Area.

3.5. Risk of Loss. Landowner understands and agrees that the Landowner Improvements within the Encroachment Area may be adversely affected by damage caused to Landowner Improvements arising out of the City's use of the Encroachment Area. The parties agree that the City is not responsible for such events; the City shall have no liability to Landowner for such events. Landowner assumes the risk of installing the Landowner Improvements in the Encroachment Area.

3.6. Emergency. The City shall not be required to give such notice if the City's engineer determines that an emergency exists. In such instance, the City, without giving notice to Landowner may perform the work and in such case the Landowner shall reimburse the City for the costs and expenses relating to the work. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged to the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility bills within the City.

3.7. Remedies. If the Landowner fails to perform its obligations under this Agreement, then the City may avail itself of any remedy afforded by law or in equity and any of the following non-exclusive remedies:

- (a) The City may specifically enforce this Agreement.
- (b) If Landowner fails to make payments under Section 3.6, then the City may certify to Washington County the amounts due as payable with the real estate taxes for Landowner Property in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Landowner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Landowner Property.

Further, as an alternate means of collection, if the written billing is not paid by the Landowner, the City, without notice and without hearing, may specially assess the Landowner Property for the costs and expenses incurred by the City. The Landowner hereby waives any and all procedural and substantive objections to special assessments for the costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Landowner Property. The Landowner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Landowner acknowledges that the benefit from the performance of tasks by the City equals or

exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Landowner Property.

No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

3.8. Indemnification. The Landowner shall indemnify, defend and hold the City, its council, agents, consultants, attorneys, employees and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to any of the following:

- (a) The Landowner Improvements;
- (b) Installation and maintenance of the Landowners Improvements;
- (c) Failure by the Landowner to observe or perform any covenant, condition, obligation or agreement on their part to be observed or performed under this Agreement; and
- (d) Use of the Encroachment Area for Landowner Improvements.

3.9. City Duties. Nothing contained in this Agreement shall be considered an affirmative duty upon the City to perform the Landowner's obligations contained in Article 3 if the Landowner does not perform such obligations.

3.10. No Third Party Recourse. Third parties shall have no recourse against the City under this Agreement.

3.11. Recording. This Agreement shall be recorded with the Washington County Recorder against both the Landowner Property and City Property.

3.12. Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Landowner Property and City Property and shall be binding upon the heirs, successors, administrators and assigns of the parties, for so long as the Landowner Improvements remain on the City Property.

3.13. Amendment and Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the

covenants contained in this Agreement and performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

3.14. Governing Law. This Agreement shall be governed by and construed in accord with the laws of the State of Minnesota.

3.15. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

3.16. Headings. The subject headings of the sections this Agreement are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

3.17. Notice. Notice shall mean notices given by one party to the other if in writing and if and when delivered or tendered: (i) in person; (ii) by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, or (iii) by proper and timely delivery to an overnight courier service addressed by name and address to the party or person intended addressed as follows:

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

If to Landowner:	Settlers Bluff Homeowner Association c/o Gassen Company 6438 City West Parkway Eden Prairie, MN 55344
------------------	--

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, on the third day after mailing if mailed by United States postal service as provided above, or within twenty-four (24) hours if sent via overnight courier service provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement the year and day first set forth above.

CITY:
CITY OF COTTAGE GROVE

By: _____
Myron Bailey
Its Mayor

By: _____
Tamara Anderson
Its City Clerk

STATE OF MINNESOTA)
)
COUNTY OF WASHINGTON) ss.

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

Notary Public

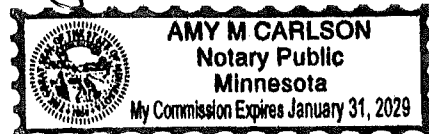
**LANDOWNER:
SETTLERS BLUFF HOMEOWNER ASSOCIATION**

By: Nicholas P. Castron
Name: Nicholas Castron
Its: PRESIDENT HOA

STATE OF MINNESOTA)
COUNTY OF WASHINGTON) SS.

On this 24th day of September, 2025, before me a Notary Public within and for said County, personally appeared Nicholas Prescott Castron to me personally known, who being by me duly sworn, did say that s/he is the President of Settlers Bluff Homeowner Association, a Minnesota corporation, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said entity by authority of its Board of Governors and said _____ acknowledged said instrument to be the free act and deed of the entity.

Amy M Carlson
Notary Public

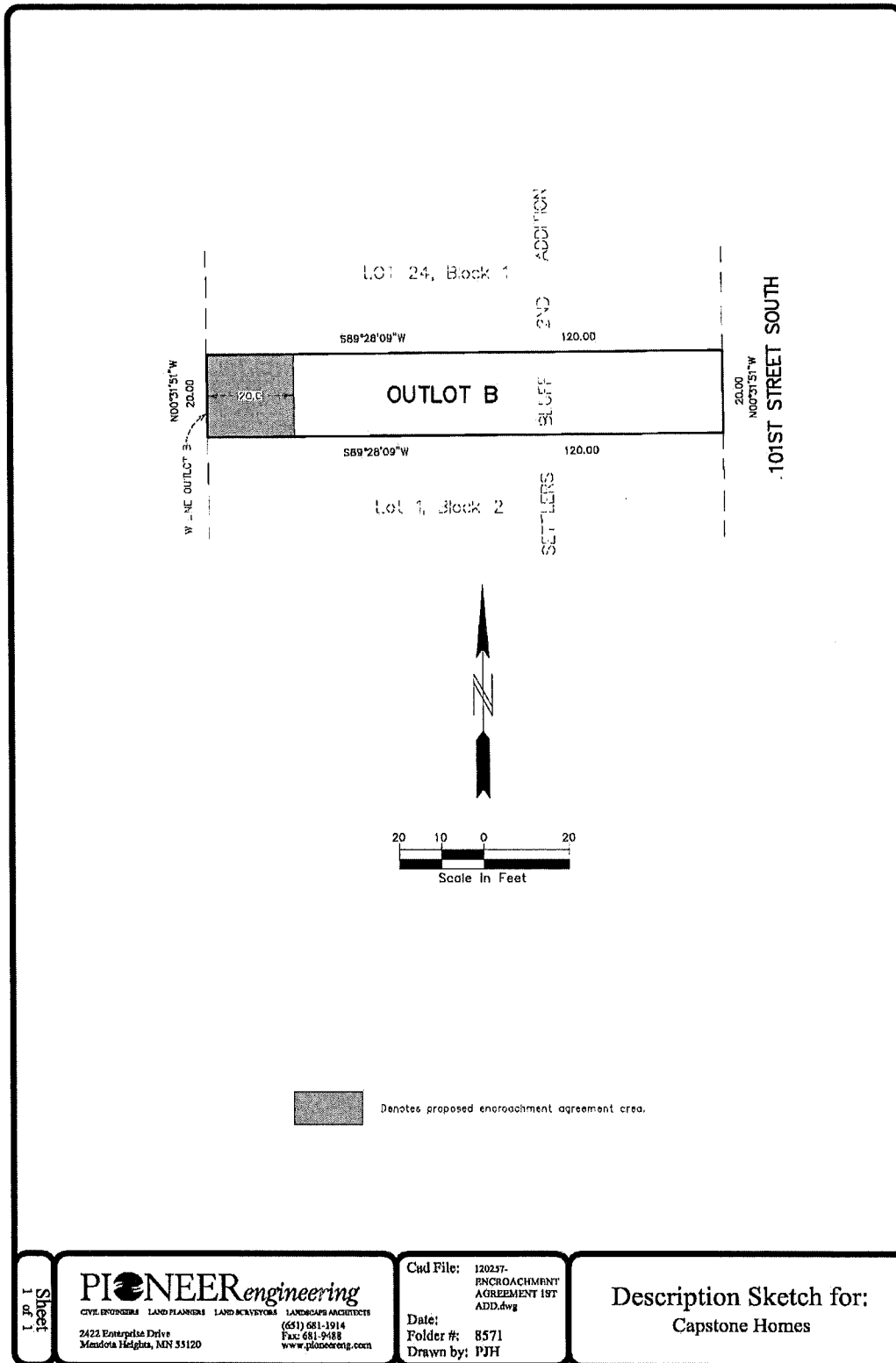


**This instrument drafted by
And after recording, please return to:**
Korine L. Land (#262432)
LeVander, Gillen & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
651-451-1831

EXHIBIT A
LEGAL DESCRIPTION OF ENCROACHMENT AREA

The west 20.00 feet of Outlot B, SETTLERS BLUFF 2ND ADDITION, according to the recorded plat thereof, Washington County, Minnesota.

EXHIBIT B
DEPICTION OF ENCROACHMENT AREA



Sheet
1 of 1

PIONEERengineering
 CIVIL ENGINEERS LAND PLANNERS LAND SCAPERS ARCHITECTS
 2422 Enterprise Drive
 Mendota Heights, MN 55120
 (651) 681-1914
 Fax: 681-9488
 www.pioneereng.com

Cad File: 120257-
 ENCROACHMENT
 AGREEMENT 1ST
 ADD.dwg
 Date:
 Folder #: 8571
 Drawn by: PJH

Description Sketch for:
 Capstone Homes

© 2015 Pioneer Engineering, P.A.



City Council Action Request

7.L.

Meeting Date 10/1/2025

Department Community Development

Agenda Category Action Item

Title Mississippi Landing - Irrigation Encroachment Agreement

Staff Recommendation Approve the Encroachment Agreement with the Mississippi Landing Liberty Homes Association for existing private irrigation lines installed in Lots 4 and 5, Block 5, Lots 5 and 6, Block 4, and Outlot Q of the Mississippi Landing 1st Addition and proposed private irrigation lines to be installed in Lots 25 and 26, Block 2, and Outlot A of the Mississippi Landing 2nd Addition.

Budget Implication N/A

Attachments	1.	Memo - Mississippi Landing Irrigation Encroachment Agreements CC Memo
	2.	Agreement - Capstone Signed

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

FROM: Samantha Pierret, Senior Planner

DATE: September 24, 2025

RE: Mississippi Landing – Irrigation Encroachment Agreements

Proposal/Discussion

Mississippi Landing 1st Addition was platted in 2024 by Rachel Development with 110 single family lots. Some of the lots were subsequently sold to Capstone Homes, Inc. The Capstone Homes neighborhood is maintained by the HOA including but not limited to snow removal, lawn care, and irrigation. Private irrigation lines were installed that cross a city-owned stormwater pipe in Lots 4 and 5, Block 5 and Lots 5 and 6, Block 4 as part of Capstone's development. Private irrigation lines were also installed in a portion of city-owned Outlot Q.

Mississippi Landing 2nd Addition was platted with 80 single family lots in April 2025. Capstone Homes, Inc. is incrementally purchasing lots in this addition for development. Private irrigation



lines are proposed to be installed over the city-owned stormwater pipe in Lots 25 and 26, Block 2 and within city-owned Outlot A of the Mississippi Landing 2nd Addition.

To ensure clarity in maintenance responsibility of infrastructure impacting and within city owned property, the agreement will be with the Mississippi Landing Liberty Homes Association as the Association will be responsible for these private irrigation lines.

Recommendation

- 1) That the City Council approve the Encroachment Agreement with the Mississippi Landing Liberty Homes Association for existing private irrigation lines installed in Lots 4 and 5, Block 5, Lots 5 and 6, Block 4, and Outlot Q of the Mississippi Landing 1st Addition and proposed private irrigation lines to be installed in Lots 25 and 26, Block 2 and Outlot A of the Mississippi Landing 2nd Addition.

**IRRIGATION ENCROACHMENT AGREEMENT RELATING TO
LANDOWNER IMPROVEMENTS ON MISSISSIPPI LANDING 1ST ADDITION
AND MISSISSIPPI LANDING 2ND ADDITION
IN THE CITY OF COTTAGE GROVE,
WASHINGTON COUNTY, MINNESOTA**

THIS ENCROACHMENT AGREEMENT (“Agreement”) is made, entered into and effective this _____ day of _____, 2025, by and among the City of Cottage Grove, a Minnesota municipal corporation (“City”) and Mississippi Landing Liberty Homes Association, a Minnesota nonprofit corporation (“Landowner”). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

The following terms, unless elsewhere specifically defined herein, shall have the following meanings as set forth below.

1.1. City. “City” means the City of Cottage Grove, a Minnesota municipal corporation.

1.2. City Property. “City Property” means the following real property located in the City of Cottage Grove, Washington County, Minnesota:

The drainage and utility easements located on Lots 5 and 6, Block 4, Mississippi Landing 1st Addition; and

The drainage and utility easements located on Lots 4 and 5, Block 5, Mississippi Landing 1st Addition; and

Portions of Outlot Q, Mississippi Landing 1st Addition, all according to the recorded plat thereof;

and

The drainage and utility easements located on Lots 25 and 26, Mississippi Landing 2nd Addition; and

Portions of Outlot A, Mississippi Landing 2nd Addition, all according to the recorded plat thereof.

1.3. Construction Plan. “Construction Plan” means all of the plans, drawings specifications and surveys on file with the City, as amended and approved by the City Engineer, relating to Landowner Improvements, which are hereby incorporated by reference and made a part of this Agreement.

1.4. Encroachment Area. “Encroachment Area” means the portion of the City Property legally described and depicted on Exhibit A, attached hereto and incorporated herein to be used by Landowner for Landowner Improvements.

1.5. Landowner. “Landowner” means Mississippi Landing Liberty Homes Association, a Minnesota nonprofit corporation, and its assigns and successors in interest, with respect to the Landowner Property.

1.6. Landowner Property. “Landowner Property” means the plat of Mississippi Landing 1st Addition.

1.7. Landowner Improvements. “Landowner Improvements” means Landowner’s irrigation system, including the associated equipment, feeder water lines and related piping, valves and devices, and all facilities and improvements ancillary, incident or related thereto, which will be located in the Encroachment Area on City Property, depicted on Exhibit A and as detailed on the Construction Plan.

1.8. Maintain. As used in this Agreement with respect to the Landowner Improvements, “Maintain” and derivations thereof means to upkeep and repair in accordance with relevant City ordinances and regulations applicable to such improvements.

ARTICLE 2 **RECITALS**

2.1. Landowner owns portions of Landowner Property.

2.2. The portions of Landowner Property that is being developed with landscaping will require encroachment on City Property for Landowner Improvements so that Landowner can Maintain the landscaping on Landowner Property.

2.3. Subject to the terms of this Agreement, the City is willing to allow the Landowner Improvements to be placed within the Encroachment Area, on the condition the Landowner maintains Landowner Improvements.

ARTICLE 3 **AGREEMENTS**

3.1. **Construction and Maintenance of Landowner Improvements.** Under the terms and conditions stated herein, Landowner, at its own cost, is hereby authorized by the City to make the Landowner Improvements in the Encroachment Area. The Landowner Improvements shall only be placed at the locations specified in the Construction Plan and approved by the City Engineer. The Landowner Improvements must be constructed according to the Construction Plan.

Landowner shall not place any other structures, retaining walls, buildings, fences, landscaping, trees or shrubs in the Encroachment Area, except for the Landowner Improvements, without the City's written consent.

After construction, Landowner, at its own expense, shall maintain and repair the Landowner Improvements.

3.2. **City Not Responsible for Landowner Improvements.** Nothing contained herein shall be deemed an assumption by the City of any responsibility for construction, maintenance, replacement or repair of the Landowner Improvements.

3.3. **Continuing Right to Encroachment Area.** Nothing contained herein shall be deemed a waiver or abandonment or transfer of the right, title and interest that the City holds to the Encroachment Area.

3.4. **Subordinate Position of Landowner Improvements.** The Landowner Improvements are subordinate to the rights of the City in the Encroachment Area.

3.5. **Risk of Loss.** Landowner understands and agrees that the Landowner Improvements within the Encroachment Area may be adversely affected by damage caused to Landowner Improvements arising out of the City's use of the Encroachment Area. The parties agree that the City is not responsible for such events; the City shall have no liability to Landowner for such events. Landowner assumes the risk of installing the Landowner Improvements in the Encroachment Area.

3.6. **Emergency.** The City shall not be required to give such notice if the City's engineer determines that an emergency exists. In such instance, the City, without giving notice to Landowner may perform the work and in such case the Landowner shall reimburse the City for the costs and expenses relating to the work. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged to the City by third parties such as contractors as well as the costs for City personnel that may have performed the

work. Bills not paid shall incur the standard penalty and interest established by the City for utility bills within the City.

3.7. Remedies. If the Landowner fails to perform its obligations under this Agreement, then the City may avail itself of any remedy afforded by law or in equity and any of the following non-exclusive remedies:

- (a) The City may specifically enforce this Agreement.
- (b) If Landowner fails to make payments under Section 3.6, then the City may certify to Washington County the amounts due as payable with the real estate taxes for Landowner Property in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Landowner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Landowner Property.

Further, as an alternate means of collection, if the written billing is not paid by the Landowner, the City, without notice and without hearing, may specially assess the Landowner Property for the costs and expenses incurred by the City. The Landowner hereby waives any and all procedural and substantive objections to special assessments for the costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Landowner Property. The Landowner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Landowner acknowledges that the benefit from the performance of tasks by the City equals or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Landowner Property.

No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

3.8. Indemnification. The Landowner shall indemnify, defend and hold the City, its council, agents, consultants, attorneys, employees and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to any of the following:

- (a) The Landowner Improvements;

- (b) Installation and maintenance of the Landowners Improvements;
- (c) Failure by the Landowner to observe or perform any covenant, condition, obligation or agreement on their part to be observed or performed under this Agreement; and
- (d) Use of the Encroachment Area for Landowner Improvements.

3.9. City Duties. Nothing contained in this Agreement shall be considered an affirmative duty upon the City to perform the Landowner's obligations contained in Article 3 if the Landowner does not perform such obligations.

3.10. No Third Party Recourse. Third parties shall have no recourse against the City under this Agreement.

3.11. Recording. This Agreement shall be recorded with the Washington County Recorder against both the Landowner Property and City Property.

3.12. Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Landowner Property and City Property and shall be binding upon the heirs, successors, administrators and assigns of the parties, for so long as the Landowner Improvements remain on the City Property.

3.13. Amendment and Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement and performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

3.14. Governing Law. This Agreement shall be governed by and construed in accord with the laws of the State of Minnesota.

3.15. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

3.16. Headings. The subject headings of the sections this Agreement are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

3.17. Notice. Notice shall mean notices given by one party to the other if in writing and if and when delivered or tendered: (i) in person; (ii) by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, or (iii) by proper and timely delivery to an overnight courier service addressed by name and address to the party or person intended addressed as follows:

If to City:	City of Cottage Grove Attention: City Administrator 12800 Ravine Parkway South Cottage Grove, MN 55016
If to Landowner:	Mississippi Landing Liberty Homes Association Attn: Ben Minks 14015 Sunfish Lake Blvd. NW, Suite 400 Ramsey, MN 55303

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, on the third day after mailing if mailed by United States postal service as provided above, or within twenty-four (24) hours if sent via overnight courier service provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement the year and day first set forth above.

CITY:
CITY OF COTTAGE GROVE

By: _____
Myron Bailey
Its Mayor

By: _____
Tamara Anderson
Its City Clerk

STATE OF MINNESOTA)
)
COUNTY OF WASHINGTON) ss.

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

Notary Public

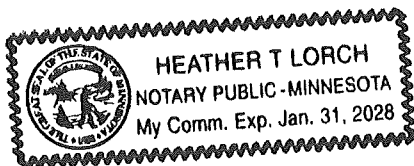
LANDOWNER:
MISSISSIPPI LANDING LIBERTY HOMES ASSOCIATION

By: [Signature]
Name: Math Barker
Its: President

STATE OF MN)
COUNTY OF ANOKA)

ss.

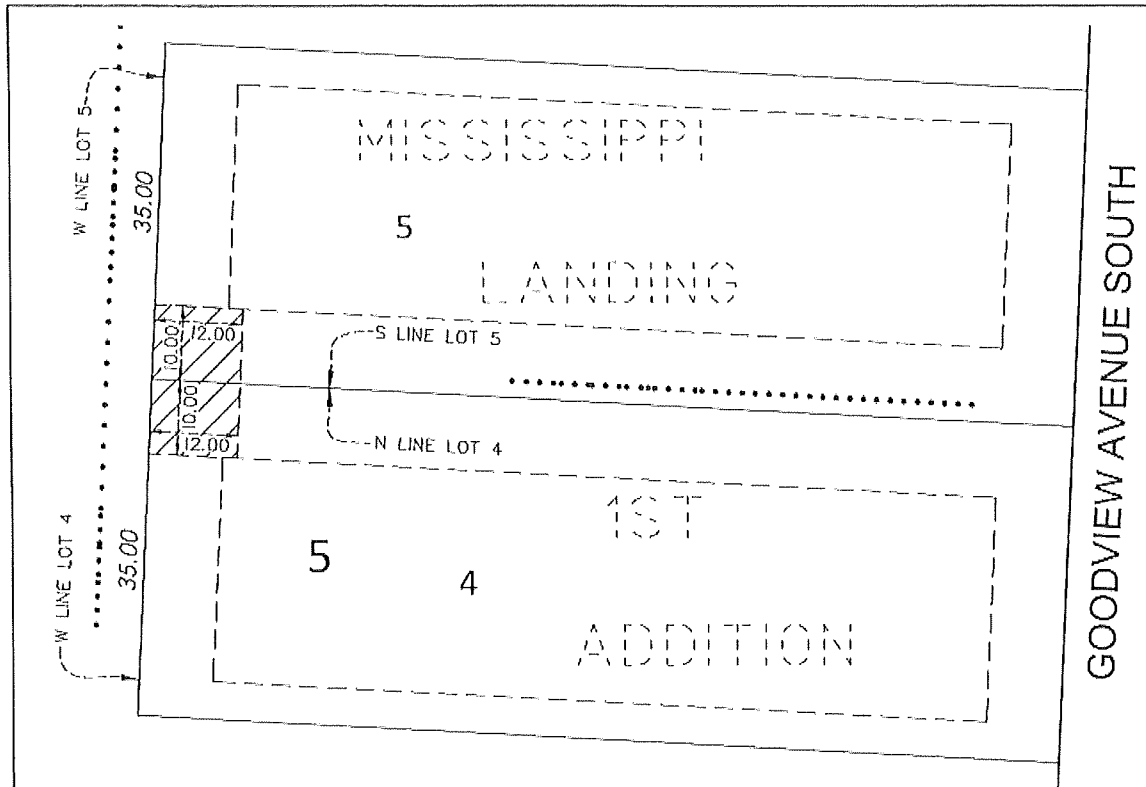
On this 11th day of September, 2025, before me a Notary Public within and for said County, personally appeared Matthew Barker to me personally known, who being by me duly sworn, did say that s/he is the President of Mississippi Landing Liberty Homes Association, a Minnesota nonprofit corporation, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said entity by authority of its Board of Governors and said Heather Lorch acknowledged said instrument to be the free act and deed of the entity.



[Signature]
Notary Public

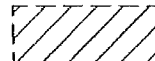
This instrument drafted by
And after recording, please return to:
Korine L. Land (#262432)
LeVander, Gillen & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
651-451-1831

EXHIBIT A
LEGAL DESCRIPTION AND DEPICTION OF ENCROACHMENT AREA

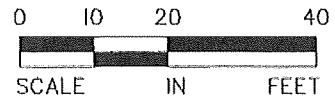


ENCROACHMENT AREA LEGAL DESCRIPTION

The northerly 10.00 feet of the westerly 12.00 feet of Lot 4 and the southerly 10.00 feet of the westerly 12.00 feet of Lot 5, all in Block 5, MISSISSIPPI LANDING 1ST ADDITION, according to the recorded plat thereof, Washington County, Minnesota.



PROPOSED
ENCROACHMENT AREA

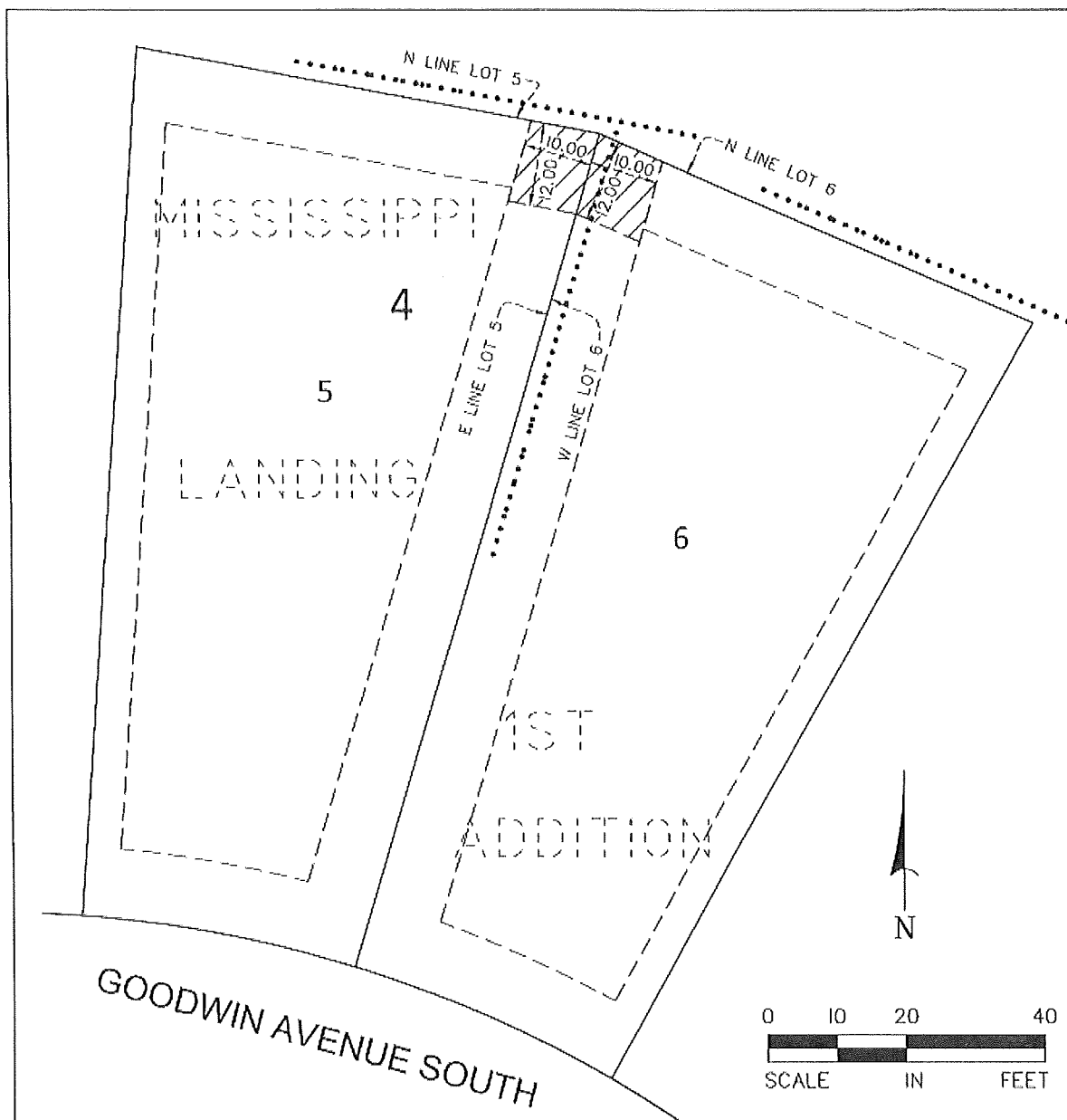


Design File: 2220166	Checked By: DE
Drawn By: Encroachment	Drawn By: MT
Date: 08/05/2025	Scale: 1" = 20'

MISSISSIPPI LANDING 1ST ADDITION
ENCROACHMENT AREA EXHIBIT
COTTAGE GROVE, MINNESOTA

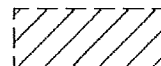


Alliant Engineering, Inc.
733 Marquette Ave, Ste 700
Minneapolis, MN 55402
612.758.3060 MAIN
612.758.3099 FAX
www.alliant-inc.com



ENCROACHMENT AREA LEGAL DESCRIPTION

The easterly 10.00 feet of the northerly 12.00 feet of Lot 5 and the westerly 10.00 feet of the northerly 12.00 feet of Lot 6, all in Block 4, MISSISSIPPI LANDING 1ST ADDITION, according to the recorded plat thereof, Washington County, Minnesota.



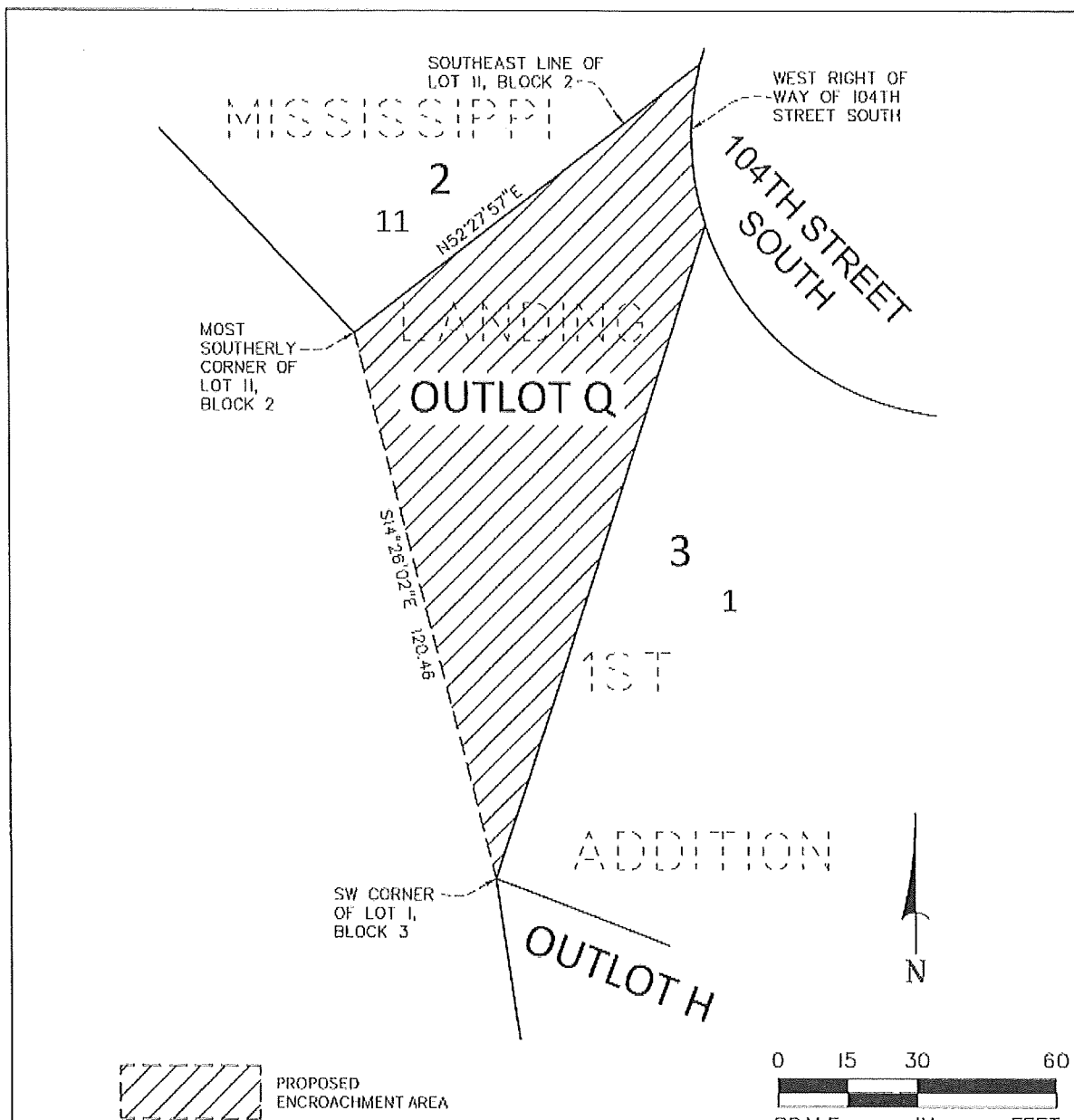
PROPOSED
ENCROACHMENT AREA

Design No. 2232156	Entered By DT
Drawn Name Encroachment	Drawn By MT
Date 03/05/2025	Scale 1" = 20'

MISSISSIPPI LANDING 1ST ADDITION
ENCROACHMENT AREA EXHIBIT
COTTAGE GROVE, MINNESOTA



Alliant Engineering, Inc.
733 Marquette Ave, Ste 700
Minneapolis, MN 55402
612.758.3090 MNH
612.758.3099 FAX
www.alliant-inc.com



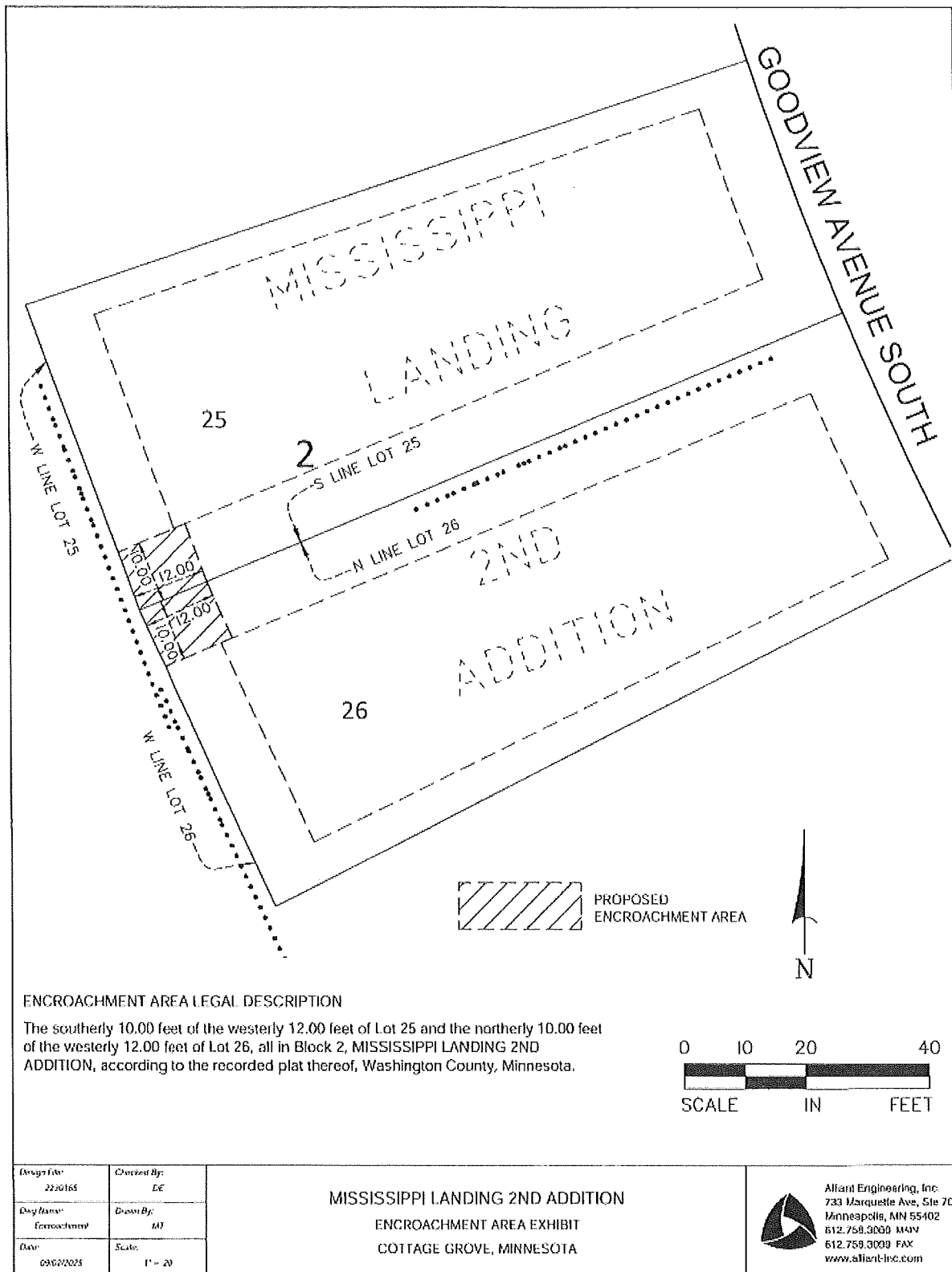
ENCROACHMENT AREA LEGAL DESCRIPTION

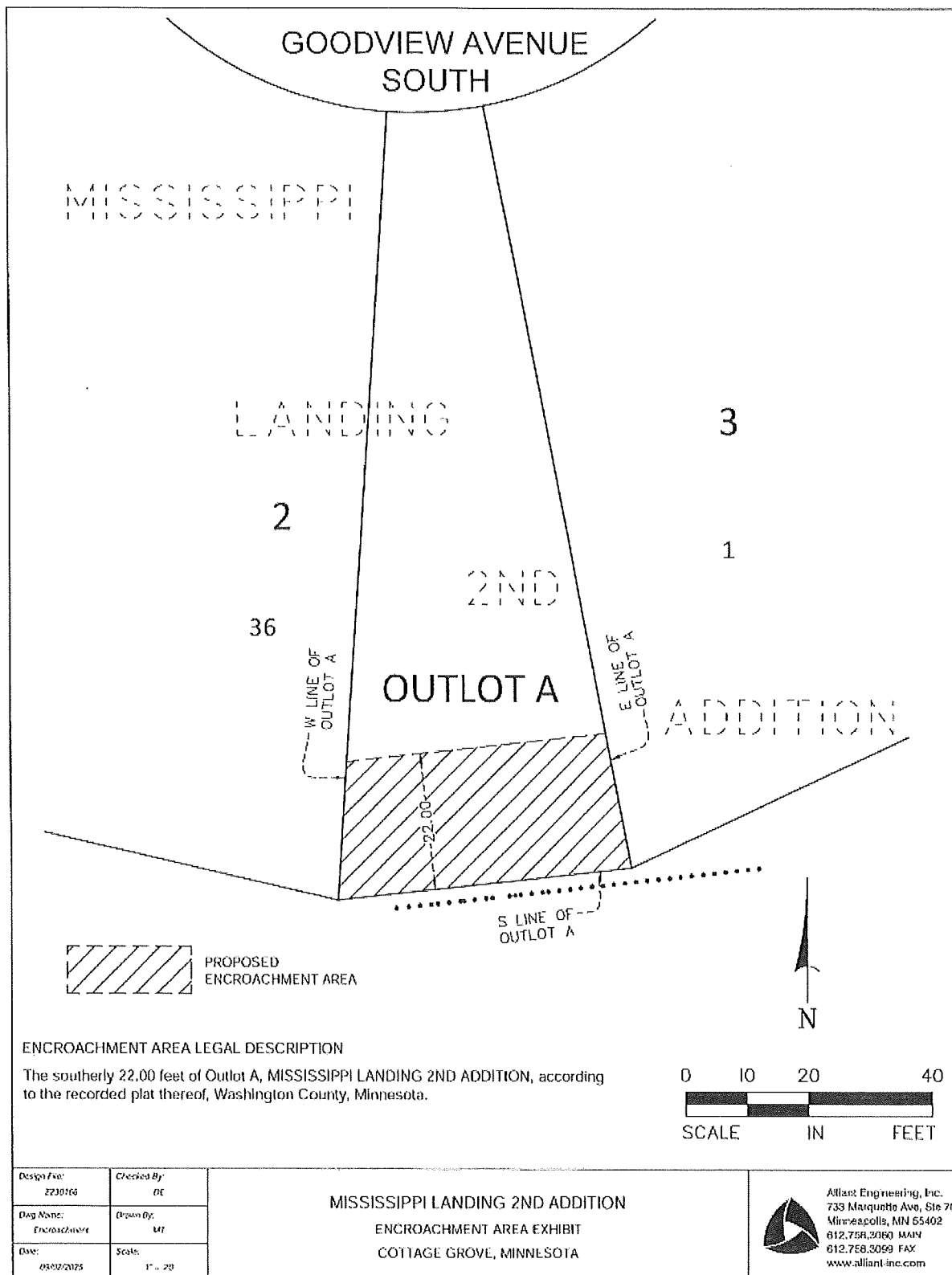
That part of Outlot Q, MISSISSIPPI LANDING 1ST ADDITION, according to the recorded plat thereof, Washington County, Minnesota, lying west of Lot 1, Block 3, said plat; west of the west right of way line of 104th Street South cul-de-sac; south of Lot 11, Block 2, said plat; and lying east of the following described line:

Beginning at the most southerly corner of said Lot 11, Block 2; thence South 14 degrees 26 minutes 02 seconds East

 corner of said Lot 1, Block 3, and there terminating.

Design File: 2230146	Checked By: DF	MISSISSIPPI LANDING 1ST ADDITION ENCROACHMENT AREA EXHIBIT COTTAGE GROVE, MINNESOTA	 Alliant Engineering, Inc. 733 Marquette Ave, Ste 700 Minneapolis, MN 55402 612.758.3080 MNH 612.758.3050 FAX www.alliant-inc.com
Design Name: Encroachment	Drawn By: MF		
Date: 08/02/2025	Scale: 1" = 30'		







City Council Action Request

7.M.

Meeting Date	10/1/2025				
Department	Engineering				
Agenda Category	Action Item				
Title	Cooperative Agreement for Erosion and Sediment Control Inspection Database Migration and Management				
Staff Recommendation	Approve the Cooperative Agreement between the City of Cottage Grove and the City of Woodbury for Erosion and Sediment Control Inspection Database Migration and Management.				
Budget Implication	\$8,220 - Stormwater Utility Fund				
Attachments	<table><tr><td>1.</td><td>CC Memo Approve Migration Agreement 9-24-25</td></tr><tr><td>2.</td><td>Cooperative Agreement_Erosion & Sediment Control Inspection Database Migration & Management Agreement wExhibit (Cottage Grove) 9.25.25</td></tr></table>	1.	CC Memo Approve Migration Agreement 9-24-25	2.	Cooperative Agreement_Erosion & Sediment Control Inspection Database Migration & Management Agreement wExhibit (Cottage Grove) 9.25.25
1.	CC Memo Approve Migration Agreement 9-24-25				
2.	Cooperative Agreement_Erosion & Sediment Control Inspection Database Migration & Management Agreement wExhibit (Cottage Grove) 9.25.25				



To: Honorable Mayor and City Council
Jennifer Levitt, P.E., City Administrator

From: Joe Fox, P.E., Project Engineer

Date: September 24, 2025

Re: Erosion and Sediment Control Inspection Database Migration and Management Agreement

Background/Discussion

To meet the requirements of the City's Municipal Separate Storm Sewer System (MS4) Permit with the Minnesota Pollution Control Agency, the City must inspect residential and commercial construction sites to ensure contractors comply with erosion and sediment control rules. Cottage Grove and Woodbury both hire the same consultant to conduct these inspections. For several years, the two cities have used a shared digital platform for documenting the inspections which is hosted on South Washington Watershed District (SWWD) server space.

The SWWD is itself no longer an MS4 permittee and wishes to exit this arrangement. The two cities decided that the shared platform is best housed at Woodbury moving forward because Woodbury staff break down the inspection data and feed it into a secondary software system, which is something Cottage Grove staff do not do.

There are two phases to the migration of the shared platform. The first phase involves using a consultant to transfer the data from SWWD server space to Woodbury server space. Attached to this memo is a scope of work from the consultant (WSB) that will undertake the migration process. The cost of this is \$16,440. Each city will be responsible for half of this cost, \$8,220. Future maintenance of the shared system and the costs of storing the data comprise the second phase of this project. Phase 2 costs will be nominal and will be split equally between Cottage Grove and Woodbury, as well.

The funding for this project will come from the Stormwater Utility Fund.

Recommendation

It is recommended that the City Council approve the Cooperative Agreement between the City of Cottage Grove and the City of Woodbury for Erosion and Sediment Control Inspection Database Migration and Management.

**COOPERATIVE AGREEMENT BETWEEN THE CITY OF COTTAGE GROVE AND THE
CITY OF WOODBURY FOR EROSION AND SEDIMENT CONTROL INSPECTION
DATABASE MIGRATION AND MANAGEMENT**

This Cooperative Agreement (this “Agreement”) is made this ____ day of _____, 2025 by and between the City of Woodbury, a Minnesota municipal corporation located at 8301 Valley Creek Road, Woodbury, MN 55125 (“Woodbury”), and the City of Cottage Grove, a Minnesota municipal corporation located at 12800 Ravine Pkwy S, Cottage Grove, MN 55016 (“Cottage Grove”) (each a “City”, collectively, “Cities”).

RECITALS

- A.** Woodbury and Cottage Grove each hold Municipal Separate Storm Sewer System (MS4) Permits from the Minnesota Pollution Control Agency (MPCA).
- B.** Both Cities are responsible for overseeing active construction sites within their respective jurisdictions as part of their MS4 compliance obligations.
- C.** The Cities and the South Washington Watershed District (SWWD) have historically utilized a workflow within ESRI’s ArcGIS Online (AGOL) hosted digital platform to document and report erosion and sediment control inspections on active construction sites.
- D.** SWWD hosted the AGOL solution on their organization’s account as SWWD’s jurisdiction overlapped that of the Cities.
- E.** SWWD is no longer an MS4 permittee based on a recent decision by the MPCA.
- F.** SWWD is no longer responsible for inspecting active construction sites within their jurisdiction for MS4 purposes and therefore requests Woodbury and Cottage Grove to take ownership of the AGOL digital platform.
- G.** Woodbury and Cottage Grove desire to pursue a partnership to migrate and collaboratively manage a shared digital platform to document erosion and sediment control inspections on active construction sites, referred to herein as the “Project”.
- H.** Woodbury and Cottage Grove are authorized to enter into this Agreement pursuant to Minn. Stat. § 471.59.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the parties agree as follows:

AGREEMENT

I. SERVICES TO BE PROVIDED.

- A.** The Project includes, by way of general summary, a two-phased plan consisting of: (1) migration from SWWD’s AGOL account to a shared digital platform between Woodbury and Cottage Grove (“Phase 1”), and (2) ongoing management of the shared digital platform (“Phase 2”).
- B.** A proposal dated August 26, 2025, incorporated herein as Exhibit A, outlines the scope of services provided by WSB LLC for the execution of Phase 1. Each City’s responsibilities with respect to the execution of Phase 1 and Phase 2 shall be as outlined in this Agreement.
- C.** All services provided by Woodbury and its consultants shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professional consultants currently providing similar services.

II. WOODBURY RESPONSIBILITIES. Woodbury will:

- A. Award contracts as necessary to complete the digital platform migration from SWWD's AGOL account to a shared digital platform between Woodbury and Cottage Grove pursuant to the scope of services outlined in Exhibit A, referred to as Phase 1 of the Project.
- B. Pay half of the costs related to the digital platform migration for Phase 1 of the Project, not to exceed \$8,220.00.
- C. Lead project management meetings and provide input for work completed in Phase 1.
- D. Provide Cottage Grove access to their data with their accounts while hosted within Woodbury's account
- E. Provide ongoing maintenance of the shared digital platform in Phase 2.

III. COTTAGE GROVE RESPONSIBILITIES. Cottage Grove will:

- A. Provide Woodbury and its consultants with the information necessary to perform Phase 1.
- B. Pay half of the costs related to the digital platform migration for Phase 1 of the Project, not to exceed \$8,220.00.
- C. Attend all necessary project management meetings and provide input for work completed in Phase 1.
- D. Contribute annual funding to cover its share of credit usage for Phase 2 of the Project.
- E. Provide input, as needed, for the ongoing maintenance of the shared digital platform in Phase 2.

IV. COST OF SERVICES. Upon completion of Phase 1 of the Project, Woodbury shall invoice Cottage Grove for fifty percent (50%) of the total Phase 1 project and consultant costs, not to exceed \$8,220.00. For Phase 2 of the Project, no direct costs are anticipated to be invoiced by Woodbury to Cottage Grove for staff time, as ongoing shared digital platform management is expected to require minimal staff involvement. Should unanticipated costs arise in Phase 1 or additional staff time be required for shared digital platform management in Phase 2, Woodbury may invoice Cottage Grove for fifty percent (50%) of such costs, or as otherwise mutually agreed upon in writing.

Both Woodbury and Cottage Grove shall be responsible for their own credit usage associated with the shared digital platform. Since Woodbury is managing the shared digital platform and is the technical account owner, all credit usage incurred by both Cities will initially be billed to Woodbury. Woodbury shall annually submit to Cottage Grove, at the end of each calendar year, an itemized invoice for its proportionate share of credit usage costs. Each City shall also be independently responsible for its own subscription fees associated with the shared digital platform; such subscription fees are separate from, and not governed by, this Agreement.

V. TERM AND TERMINATION OF AGREEMENT.

- A. This Agreement will be effective as of the date all of the signatures required below have been provided ("Effective Date") and will continue in effect until terminated pursuant to the provisions of this Agreement.

- B. This Agreement may be terminated by either City upon sixty (60) days' written notice delivered to the other City to the addresses listed in Section XII of this Agreement. Upon termination under this provision, if there is no default by Woodbury, Woodbury shall be paid for any services provided under this Agreement until the effective date of termination.
- C. This Agreement may be terminated by either City upon written notice in the event of substantial failure by the other City to perform in accordance with the terms of this Agreement. The non-performing City shall have thirty (30) days from the date of the termination notice to cure or submit a plan for cure that is acceptable to the other City.

VI. DATA. Each City shall retain sole ownership, control, and management of all data it inputs into, generates within, or otherwise contributes to the digital platform. Each City shall be responsible for the accuracy, integrity, security, and maintenance of its data. In the event that the Cities terminate their collaboration or otherwise choose to discontinue their joint use of the digital platform, each City shall be entitled, without restriction or obligation to the other, to extract, retain, and continue to use its own data. Nothing in this Agreement shall be construed to grant either City any rights, title, or interest in the other City's Data.

VII. INDEPENDENT CONTRACTOR. Woodbury and Cottage Grove have an independent contractor relationship. The personnel and contractors of Woodbury shall not be deemed employees of Cottage Grove. The personnel and contractors of the Cottage Grove shall not be deemed employees of Woodbury.

VIII. INDEMNIFICATION.

To the fullest extent permitted by law, Cottage Grove expressly agrees to relieve, indemnify, defend, and hold harmless Woodbury, its officers, and employees from and against any liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorney's fees and costs arising out of the services provided under this Agreement, including, but not limited to, any alleged negligent or willful actions or omissions on Cottage Grove's part. In no event shall Cottage Grove be liable to Woodbury for consequential, incidental, indirect, special, or punitive damages.

To the fullest extent permitted by law, Woodbury expressly agrees to relieve, indemnify, defend, and hold harmless Cottage Grove, its officers, and employees from and against any liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorney's fees and costs arising out of the services provided under this Agreement, including, but not limited to, any alleged negligent or willful actions or omissions on Woodbury's part. In no event shall Woodbury be liable to Cottage Grove for consequential, incidental, indirect, special, or punitive damages.

Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the Cities may be entitled under Minnesota Statutes, Chapter 466 or otherwise. The statutory liability limits may not be added together to increase the maximum amount of liability for any third party claim.

IX. DISCLAIMER. Digital platform and digital platform management are provided "AS IS," without any warranties or guarantees of any kind, either express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. To the fullest extent permitted by applicable law, Woodbury expressly disclaims all warranties, including,

without limitation, any implied warranties of merchantability, fitness for a particular purpose, non-infringement, accuracy, completeness, reliability, or that the digital platform will be uninterrupted or error-free. No oral or written information or advice given by Woodbury or its representatives shall create any warranty not expressly stated in this Agreement. In no event shall Woodbury be liable for the cost of procurement of substitute goods, lost profits, or any other special, direct, consequential, or incidental damages, however caused, whether or not Woodbury has been advised of the possibility of such damages.

X. INSURANCE. The Cities are required to maintain Workers' Compensation Insurance for all their employees in accordance with the statutory requirements of the State of Minnesota.

XI. THIRD PARTY RIGHTS. The parties to this Agreement do not intend to confer on any third party any rights under this Agreement.

XII. NOTICES. Any notices given under this Agreement by either City to the other shall be by email or in writing and may be affected by email verification, by personal delivery with signed receipt, or by registered or certified mail with postage prepaid and return receipt requested. Notice delivered through email, personally, or by mail will be deemed communicated as of the date of actual receipt. Mailed notices shall be addressed to and sent to the address below:

City of Woodbury
Attn: City Administrator
8301 Valley Creek Road
Woodbury, MN 55125

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

XIII. MISCELLANEOUS PROVISIONS.

- A. Entire Agreement.** This Agreement shall constitute the entire agreement regarding the Project between Woodbury and Cottage Grove, and supersedes any other written or oral agreements regarding the Project between Woodbury and Cottage Grove. This Agreement can only be modified in writing signed by Woodbury and Cottage Grove.
- B. Data Practices Act Compliance.** Data provided, produced or obtained under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. Woodbury and Cottage Grove will each respond to any data requests made to them.
- C. Audit.** Both Cities agree that their duly authorized agents, and the state auditor or legislative auditor shall have reasonable access to the Cities' respective books, records, documents, and accounting procedures and practices that are pertinent to all services provided under this Agreement and shall retain such records for a minimum of six (6) years from the termination of this Agreement.
- D. Choice of Law and Venue.** All issues concerning this Agreement will be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Minnesota or any other

jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Minnesota. All legal proceedings shall be venued in the County of Washington or federal district court in Minneapolis/St. Paul. The prevailing party in any dispute arising from or relating to this Agreement, whether by judgment, summary judgment, dismissal, settlement or otherwise, shall be entitled to an award of reasonable attorney's fees and costs from the non-prevailing party.

- E. No Assignment.** This Agreement may not be assigned by either City without the written consent of the other City.
- F. No Discrimination.** Cities agree not to discriminate in providing products and services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion.
- G. Severability.** The provisions of this Agreement are severable. If any portion of this Agreement is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision will not affect the remaining provisions of the Agreement.
- H. Waiver.** Any waiver by either City of a breach of any provision of this Agreement will not affect, in any respect, the validity of the remainder of this Agreement.
- I. Compliance with Laws.** Woodbury and its contractors shall exercise due professional care to comply with applicable federal, state and local laws, rules, ordinances and regulations in effect as of the date of the Project.
- J. Headings.** The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit, or affect the scope and intent of this Agreement.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement as of the date first written above.

CITY OF WOODBURY

CITY OF COTTAGE GROVE

By: _____

Anne Burt

Its: Mayor

Date: _____

By: _____

Myron Bailey

Its: Mayor

Date: _____

By: _____

Jeffrey Dahl

Its: City Administrator

Date: _____

By: _____

Tamara Anderson

Its: City Clerk

Date: _____

EXHIBIT A



August 26, 2025

Mr. Eric Kopras
GIS Coordinator
City of Woodbury
8301 Valley Creek Road
Woodbury, MN 55125

Re: ESC Inspection Migration and Configuration

Dear Mr. Kopras,

I am pleased to submit this statement of work (SOW) on behalf of WSB to provide Geographic Information Systems (GIS) consulting support services for the City of Woodbury (the City).

PROJECT UNDERSTANDING

Based on conversations with City staff, it is our understanding that the City seeks support from WSB to migrate South Washington Watershed District's (SWWD) Erosion Sediment Control (ESC) Inspection solution into the City's ArcGIS Online (AGOL) and configure the solution to better suit the City's current needs.

To help the City achieve these goals, WSB will perform the following tasks below.

SCOPE OF SERVICES

1. Migration of SWWD ESC Inspection Solution

WSB will migrate the existing ESC Inspection Solution from SWWD's ArcGIS Online (AGOL) environment to Woodbury's AGOL environment. This migration will include all associated components, such as report templates (for both Woodbury and Cottage Grove), web maps, feature layers, forms, and any connected data. WSB will coordinate with City staff as needed to verify that all items are identified, transferred, and functioning as intended in the new environment.

2. Configure and Modify the ESC Solution

WSB will configure the solution to function in alignment with SWWD's existing solution. As part of this effort, WSB will develop all required hosted feature layers, web maps, forms, and report templates. Popups within the web maps will be configured to ensure that attributes and project data are properly transferred into ArcGIS Survey123.

Additionally, WSB will update the existing form/survey configuration to support repeated photo submissions in the field, replacing the current limitation of a fixed maximum number of photos. WSB will collaborate closely with City staff to review and confirm survey attributes, field aliases, and form design to ensure the final deliverables align with the City's requirements.

Training & Education

WSB will provide training to Woodbury's City GIS staff virtually via Microsoft Teams, utilizing screen-sharing capabilities. The training will equip staff with the knowledge and skills needed to maintain and manage the final product including feature layers and associated data, web maps, and Survey123 applications independently in the future.

ADDITIONAL SERVICES

If the City requires additional services outside the scope of this agreement, those services will be completed for an additional fee using WSB's 2025 standard rates as shown below. Additional services will only be completed upon amendment to an existing agreement for the services outlined in this statement of work or a new agreement.

- Principal | Associate: \$195 - \$281
- GIS Specialist | Sr. GIS Specialist: \$86 - \$188

COST SUMMARY

All work done as part of this SOW will be billed on a cost-not-to-exceed basis, invoiced monthly with the total cost not exceeding **\$16,440**.

ACCEPTANCE

This SOW represents our entire understanding of the proposed scope of services. If the work outlined in this SOW is found acceptable, we can prepare an amendment to our existing GIS Consulting professional service agreement (PSA) for the work described.

Thank you for this opportunity to assist the City with migrating SWWD's ESC Inspection Solution to Woodbury's AGOL and configuring the solution to match the City's needs. I am confident that the level of service on this project will meet or exceed your expectations. If you should have any questions regarding this SOW, please contact me at 763-202-3488.

Sincerely,

WSB



Justin Hansen
Director of GIS Services



City Council Action Request

8.A.

Meeting Date 10/1/2025

Department Finance

Agenda Category Action Item

Title Approve Disbursements

Staff Recommendation Approve disbursements from 09-12-2025 through 09-25-2025 in the amount of \$5,325,127.11.

Budget Implication N/A

Attachments

1.	Expense Approval Report 10-01-2025 Council Meeting
2.	Payroll Check Register 10-01-25 Council Meeting
3.	UB Check Register 10-01-25 Council Meeting



City Council Action Request

13.A.

Meeting Date	10/1/2025				
Department	Engineering				
Agenda Category	Presentation				
Title	Ravine Parkway (85th Street to Keats Avenue) Feasibility Report				
Staff Recommendation	Receive information on the draft Ravine Parkway (85th Street to Keats Avenue) Feasibility Report and provide feedback to staff.				
Budget Implication	N/A				
Attachments	<table><tr><td>1.</td><td>Ravine Parkway 85th Street-Keats Ave CC Workshop Memo</td></tr><tr><td>2.</td><td>Ravine Parkway Draft FR attachments</td></tr></table>	1.	Ravine Parkway 85th Street-Keats Ave CC Workshop Memo	2.	Ravine Parkway Draft FR attachments
1.	Ravine Parkway 85th Street-Keats Ave CC Workshop Memo				
2.	Ravine Parkway Draft FR attachments				

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

From: Paul Sponholz, PE, City Engineer

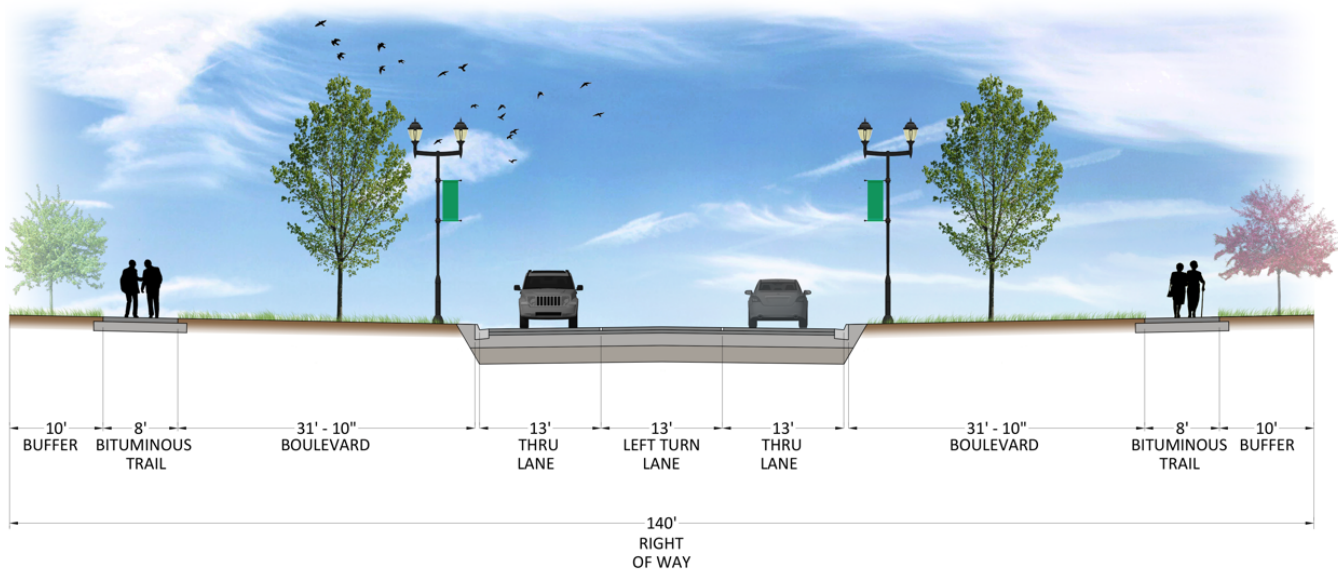
Date: September 25, 2025

Re: Ravine Parkway – 85th Street to Keats Ave – Draft Feasibility Report

Background

The City Council authorized the preparation of a feasibility report for Ravine Parkway from 85th Street to Keats Ave. With strong development interest, the report will help with financial planning for the necessary infrastructure to support development in this area of the City.

The East Ravine Master Plan calls for the continuation of Ravine Parkway east of Keats Avenue, eventually connecting the gap between Keats Avenue and 85th Street. This corridor will include a large 140' right-of-way, allowing for large boulevard areas, and a buffer between the trail and private property. Both the boulevard and buffer areas would include trees, which add to the “parkway” feel. Finally, landscaped medians would be included as the parkway approaches Keats Ave, 70th Street, and 80th Street. Below is a street cross section that is included in the East Ravine Master Plan, for the section of roadway from that runs from City Hall and continuing across the Tank and Goebel properties.



Similar to the sections of roadway built in 2018 and 2019, it will be necessary to follow the Chapter 429 assessment process for the section of Ravine Parkway on the east side of Keats Avenue. Ravine Parkway will serve as the primary collector roadway for all of these neighborhoods, so it will need to be funded as such. To ensure all benefiting properties share in the funding, the feasibility study has determined assessments on a per acre basis. This will allow assessment amounts to be determined for the existing properties, which would be deferred until the time of sale for development. This means that the current land use can continue, and the assessments are deferred with no interest until development occurs. This same deferred assessment process was used for Ravine Parkway in 2018 and 2019, along with Hadley Avenue in 2016 and 2021.

Discussion

Feasibility Report: The project team has completed a draft of the feasibility report. Before finalizing the report, the draft report and proposed assessments will be presented to the council members. Attached is a draft layout of the proposed Ravine Parkway and a figure of the proposed assessable parcels.

Recommendation

Receive information on the draft Ravine Parkway (85th Street to Keats Avenue) Feasibility Report and provide feedback to staff.

